

City of Kelowna
Regular Council Meeting
AGENDA



Monday, November 20, 2023
1:30 pm
Council Chamber
City Hall, 1435 Water Street

Pages

1. Call to Order

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

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

2. Confirmation of Minutes

4 - 9

PM Meeting - November 6, 2023

3. Public in Attendance

3.1 Annual Update - City of Kelowna and University of British Columbia Okanagan Research Collaboration

10 - 26

To receive an annual progress update from the City / UBCO Research Collaboration Joint Steering Committee regarding various collaborative research initiatives.

3.2 Kelowna RCMP Strategic Plan

27 - 54

To update Council on the Kelowna RCMP's refreshed 2024-2026 Strategic Plan including the five strategic objectives; and to seek Council's endorsement of the 2024-2026 Strategic Plan.

4. Development Application Reports & Related Bylaws

4.1 Mugford Rd 593 - Z23-0045 (BL12599) - Corey Knorr Construction Ltd., Inc.No. BC0380398

55 - 66

To rezone the subject property from the RU1 – Large Lot Housing zone to the RU4 – Duplex Housing zone to facilitate two dwelling housing.

4.2 Elm St 1447 and Elm Street East 1580 and 1590 - Z23-0055 (BL12600) - Various Owners 67 - 81

To rezone the subject properties from the RU4 – Duplex Housing zone to the MF1 – Infill Housing zone to facilitate a four lot subdivision.

4.3 Rezoning Bylaws Supplemental Report to Council 82 - 83

To receive a summary of notice of first reading for Rezoning Bylaws No. 12591, 12592 and 12593 and to give the bylaws further reading consideration.

4.4 Rezoning Applications

To give first, second and third reading to rezoning applications.

The following bylaws will be read together unless Council wants to separate one of the bylaws.

4.4.1 Montgomery Rd 450 - BL12591 (Z23-0060) - Timothy Donald and Jette Toxvard Roth 84 - 84

To give Bylaw No. 12591 first, second and third reading in order to rezone the subject property from the UC4 – Rutland Urban Centre zone to the UC4r – Rutland Urban Centre Rental Only zone.

4.4.2 Appaloosa Rd 3256 - BL12592 (Z23-0024) - Astria Hollywood Nominee Ltd., Inc.No. BC1363016 85 - 85

To give Bylaw No. 12592 first, second and third reading in order to rezone the subject property from the A2 – Agriculture / Rural Residential zone to the I2 – General Industrial zone.

4.4.3 Lakeshore Rd 3593 - BL12593 (Z23-0036) - Immortal Homes Ltd., Inc.No. A0101356 86 - 86

To give Bylaw No. 12593 first, second and third reading in order to rezone the subject property from the RU1 – Large Lot Housing zone to the MF3 – Apartment Housing zone.

5. Non-Development Reports & Related Bylaws

5.1 Glenmore Landfill - Wildfire Recovery Works and Funding 87 - 103

To seek Council’s approval for an emergent funding request to complete post wildfire recovery works at the Glenmore Landfill.

5.2 Crown Tenure – License of Occupation

104 - 129

To secure an interest on behalf of the City over those lands identified in the attached License of Occupation for a portion of a waterfront walkway in front of the Manteo Resort.

6. Mayor and Councillor Items

7. Termination



City of Kelowna Regular Council Meeting Minutes

Date:	Monday, November 6, 2023
Location:	Council Chamber City Hall, 1435 Water Street
Members Present	Mayor Tom Dyas, Councillors Ron Cannan, Charlie Hodge, Gord Lovegrove, Mohini Singh, Luke Stack, Rick Webber and Loyal Wooldridge
Members Absent	Councillor Maxine DeHart
Staff Present	City Manager, Doug Gilchrist; City Clerk, Stephen Fleming; Community Safety Director, Darren Caul*; Policy & Planning Department Manager, Danielle Noble-Brandt*; Community Planning & Development Manager, Dean Strachan*; Planner, Tyler Caswell*; Planner Specialist, Adam Cseke*; Sustainability Coordinator, Tracy Guidi*; Planner, Celeste Barlow*; Mobility Specialist, Cameron Noonan*
Staff Participating Remotely	Legislative Coordinator (Confidential), Arlene McClelland
Guest	Superintendent Triance*, OIC RCMP Detachment and Sgt. Pollock*

(* Denotes partial attendance)

1. Call to Order

Mayor Dyas called the meeting to order at 1:30 p.m.

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

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

Mayor Dyas made comments on Remembrance Day and called for a moment of silence.

2. Confirmation of Minutes

Moved By Councillor Webber/Seconded By Councillor Wooldridge

THAT the Minutes of the Regular Meetings of October 30, 2023 be confirmed as circulated.

Carried

3. Reports

3.1 January 1 to August 31, 2023 RCMP Officer in Charge Report

Kara Triance, Superintendent OIC RCMP Kelowna Detachment:

- Displayed a PowerPoint Presentation providing an update regarding public safety and crime data from January 1 to August 31, 2023 and responded to questions from Council.

Moved By Councillor Lovegrove/Seconded By Councillor Hodge

THAT Council receive the RCMP report for January 1, 2023 to August 31, 2023, from the Superintendent, Kelowna RCMP Detachment, dated November 6, 2023.

Carried

The meeting recessed at 2:44 p.m.

The meeting reconvened at 2:51 p.m.

4. Development Application Reports & Related Bylaws

4.1 Valley Rd 127 - A23-0009 - Edmund Bonn

Staff:

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

Moved By Councillor Stack/Seconded By Councillor Wooldridge

THAT Agricultural Land Reserve Application No. A23-0009 for Lot 6 Block 17 Section 4 Township 23 ODYD Plan 1068, located at 127 Valley Road, Kelowna, BC for a subdivision of agricultural land in the Agricultural Land Reserve pursuant to Section 21 (2) of the *Agricultural Land Commission Act*, be supported by Council;

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

Carried

4.2 Amendments to Multiple Sections of Zoning Bylaw - TA23-0010 (BL12594) - City of Kelowna

Staff:

- Displayed a PowerPoint Presentation summarizing the proposed text amendments and responded to questions from Council.

Moved By Councillor Wooldridge/Seconded By Councillor Singh

THAT Zoning Bylaw Text Amendment application No. TA23-0010 to amend City of Kelowna Zoning Bylaw No. 12375 as outlined in Schedule 'A' attached to the Report from the Development Planning Department dated November 6, 2023, be considered by Council;

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

AND FURTHER THAT final adoption of the Zoning Bylaw Text Amending Bylaw be considered subsequent to the approval of the Ministry of Transportation and Infrastructure.

Carried

4.3 Amendments to Multiple Sections of Zoning Bylaw - BL12594 (TA23-0010) - City of Kelowna

Moved By Councillor Lovegrove/Seconded By Councillor Hodge

THAT Bylaw No. 12594 be read a first time.

Carried

4.4 Appaloosa Rd 3256 - Z23-0024 (BL12592) - Astria Hollywood Nominee Ltd., Inc. No. BC1363016

Staff:

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

Moved By Councillor Cannan/Seconded By Councillor Wooldridge

THAT Rezoning Application No. Z23-0024 to amend the City of Kelowna Zoning Bylaw No. 12375 by changing the zoning classification of Lot 16, Section 2, Township 23, ODYD, Plan 18861, located at 3256 Appaloosa Road, Kelowna, BC from the A2 – Agriculture / Rural Residential zone to the I2 – General Industrial zone, be considered by Council;

AND THAT final adoption of the Rezoning Bylaw be considered subsequent to the outstanding conditions of approval as set out in Attachment "A" attached to the Report from the Development Planning Department dated November 6, 2023;

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

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

Carried

4.5 Rezoning Bylaws Supplemental Report to Council

City Clerk:

- Confirmed one letter of concern was received for 4665 Fordham Road and Council may proceed with giving the rezoning bylaw further reading consideration.

4.6 Fordham Rd 4665 - BL12589 (Z23-0057) - Mohsen Amir Joze-Khajavi and Nazanin Jose-Khajavi

Moved By Councillor Hodge/Seconded By Councillor Lovegrove

THAT Bylaw No. 12589 be read a first, second and third time.

Carried

4.7 Denali Drive 777 - DP23-0108 - Emil Anderson Construction Co. Ltd., Inc. No. C172775

Staff:

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

Moved By Councillor Cannan/Seconded By Councillor Singh

THAT Council defer further consideration of Development Permit No. DP23-0108, 777 Denali Drive, so the applicant, staff and community are able to redefine the on-site parking plan.

Defeated

Mayor Dyas, Councillors Hodge, Stack and Wooldridge - Opposed

Moved By Councillor Stack/Seconded By Councillor Wooldridge

THAT Council authorizes the issuance of Development Permit No. DP23-0108 for Lot 3 Section 28 Township 26 ODYD Plan KAP74074, Except Plan EPS7017 (Phases 1 and 2), located at 777 Denali Drive, Kelowna, BC subject to the following:

1. The dimensions and siting of the building to be constructed on the land be in accordance with Schedule "A";
2. The exterior design and finish of the building to be constructed on the land be in accordance with Schedule "B";
3. Landscaping to be provided on the land be in accordance with Schedule "C";
4. The applicant be required to post with the City a Landscape Performance Security deposit in the amount of 125% of the estimated value of the Landscape Plan, as determined by a Registered Landscape Architect;

AND THAT this Development Permit is valid for two (2) years from the date of Council approval, with no opportunity to extend.

Carried

Councillor Cannan - Opposed

5. Non-Development Reports & Related Bylaws

5.1 Agricultural Plan Progress Report 2023

Staff:

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

Moved By Councillor Wooldridge/Seconded By Councillor Hodge

THAT Council receives for information, the report from the Development Planning and Policy & Planning, dated November 6, 2023, with respect to the 2017 Agriculture Plan's implementation progress.

Carried

5.2 2024/25 - BC Active Transportation Grant Application

Staff:

- Provided comments on the BC Active Transportation Grant application and two projects that would receive the grant monies.

Moved By Councillor Webber/Seconded By Councillor Lovegrove

THAT Council receives for information the report from Integrated Transportation dated November 6, 2023, with respect to the 2023/24 BC Active Transportation Grant;

AND THAT Council authorize staff to apply for two Active Transportation Infrastructure Grants for the Rail Trail to Greenway ATC and Bertram Multi-Use Overpass projects, as outlined in this report;

AND THAT The City of Kelowna confirms the above-mentioned projects are municipal priorities, planned for construction in 2024 and intended to be complete within the required timeline for the grant;

AND THAT Council support staff to manage all tasks necessary to complete the grant, if successful;

AND THAT the 2024 Financial Plan be amended to include the receipt of funds if the grant application is successful;

AND FURTHER THAT The City of Kelowna will be responsible for its share of eligible costs, ineligible costs, and potential overruns related to the project.

Carried

6. Resolutions

6.1 Draft Resolution - re: 2024 Council Meeting Schedule

City Clerk:

- Summarized the proposed 2024 Council Meeting and Public Hearing schedule.

Moved By Councillor Hodge/Seconded By Councillor Stack

THAT the 2024 Council Meeting Schedule be adopted as follows:

Monday Regular Meetings	Tuesday Council Meetings
January 8, 15, and 22	January 16
February 5, 12 and 26	February 13
March 4, 11, 18 and 25	March 12
April 8, 15, and 22	April 9
May 6, 13, 27	May 14
June 3, 17, 24, and 26*	June 18
July 8 and 22	July 23
August 12 and 26	August 13
September 9 and 23	September 10
October 7, 21 and 28	October 8
November 4, 18 and 25	November 5
December 2, 5* and 9	

- June 26th – Pre-Budget Council Meeting
- December 5th – 2025 Budget Deliberations

Carried

6.2 Draft Resolution - Addition of Public Hearing and Regular Meeting - November 28, 2023

City Clerk:

- Recommended that Council schedule a Public Hearing and Regular Meeting on Tuesday, November 28, 2023 starting at 4:00 p.m.

Moved By Councillor Cannan/Seconded By Councillor Hodge

THAT an additional Public Hearing and Regular Meeting of Council be held on November 28, 2023 at City Hall, Council Chambers, 1435 Water Street, Kelowna B.C.

Carried

6.3 Community Task Force on Performing Arts

Mayor Dyas:

- Announced an update to the membership to the Community Task Force on Performing Arts.

Moved By Councillor Cannan/Seconded By Councillor Lovegrove

THAT Council appoint Lauren McCauley to the Community Task Force on Performing Arts.

Carried

7. Bylaws for Adoption (Non-Development Related)

7.1 BL12584 - Amendment No. 25 to Subdivision, Development and Servicing Bylaw No. 7900

Moved By Councillor Hodge/Seconded By Councillor Lovegrove

THAT Bylaw No. 12584 be adopted.

Carried

8. Mayor and Councillor Items

Councillor Singh:

- Will be attending the Remembrance Day Ceremony at the Rutland Lions Park Cenotaph.
- The Diwali Festival of Lights celebration occurs this weekend.

Councillor Lovegrove:


- Spoke to their attendance at the Urban Development Institute (UDI) luncheon.
- Made comments regarding Short Term Rental concerns.
- Will be bringing forward a Notice of Motion to amend the Official Community Plan Future Land Use Map regarding designation of Heritage area.

9. Termination

This meeting was declared terminated at 4:05 p.m.

Mayor Dyas

sf/acm


City Clerk

Report to Council



Date: November 20, 2023
To: Council
From: City Manager
Subject: Annual Update – City of Kelowna and University of British Columbia Okanagan Research Collaboration
Department: City / UBCO Research Collaboration Joint Steering Committee

Recommendation:

THAT Council receives for information the report from the City / UBCO Research Collaboration Joint Steering Committee, providing a progress update regarding various collaborative research initiatives.

Purpose:

To receive an annual progress update from the City / UBCO Research Collaboration Joint Steering Committee regarding various collaborative research initiatives.

Background:

The University of BC Okanagan (UBCO) and the City of Kelowna have a rich history of working together on joint initiatives. It has been recognized by the Administration at both UBC and the City of Kelowna that in addition to the existing collaborations between our two institutions, there are greater opportunities to utilize applied research to enhance our community, protect our environment, advance stated priorities, and develop solutions to the challenges of our time.

Following the development of a *Framework for Enhanced Collaboration* in early 2021, a Steering Committee comprised of personnel from both UBC Okanagan and the City was established has been meeting regularly to identify, evaluate and fund research initiatives which are aligned with UBC Okanagan research goals and City priorities.

This year’s annual report provides an update regarding research initiatives underway, and introduces the concept of a Centre for Excellence – seen as the logical next step in the partnership between the City of Kelowna and UBCO.

Previous Council Resolution

Resolution	Date
THAT Council receives for information the report from the City / UBCO Research Collaboration Joint Steering Committee, providing a progress update regarding various collaborative research initiatives.	2022

Discussion:

The *Framework for Enhanced Collaboration* sets out basic collaboration principles, strategic theme areas and a proposed governance model.

The 4 Strategic theme areas are:

- **Waste reduction / management** - focus on the Glenmore Landfill as a 'test site' for innovative approaches
- **Sustainable urban living** - design, infrastructure and policy initiatives aimed at creating inclusive, high-density urban neighbourhoods
- **Climate resilience** - strategies and initiatives aimed at ensuring regional safety and prosperity in a changing climate
- **Homelessness** - actionable solutions to chronic and episodic homelessness in the Central Okanagan

In 2022, the Steering Committee established a joint Partnership Fund to mobilize research efforts between the two institutions. Through an annual call for applications, researchers are invited to submit proposals for projects which are aligned with priorities identified by the City, and consistent with the strategic theme areas. Proposals are evaluated by the Steering Committee using published criteria, and successful proposals can be awarded up to \$30,000 a year, for a one or two year term. This initial investment is used to leverage funding through grants and partnerships, for a potential leveraging of the City's funds ranging from **3:1 to 13:1** for the current projects.

There are currently five approved research projects underway.

1. **Enhanced Mobility Corridor – Okanagan Rail Trail.** This project focuses on improving the connectivity of the UBC Okanagan Campus, Kelowna International Airport and the downtown area using the Okanagan Rail Trail and existing and emerging alternative travel modes. The Enhanced Mobility Corridor project has pending funding which will equal a leveraged funding of 3:1. This project aligns with Council's priorities of **transportation** (explore alternative modes of transportation between UBCO/YLW and downtown) and **climate & environment**.
2. **EV Charging – Bus Electrification.** This project focuses on analyzing the technological, financial, and environmental feasibility for developing rapid battery charging for transit and fleet vehicles in Kelowna. The EV Charging project has leveraged funding of 4:1. This project aligns with **Council's advocacy priority** for the development of the new **Transit Operations Centre** and a fully electric bus fleet, as well as Council's priority of **transportation and climate & environment**.

3. **Sustainable Aquatic Centre Operations.** This project includes the formulation of optimal operational strategies which consider how level of disinfectant use, air and water circulation and water temperature influence the quality of the aquatic centre environment and user experience. The Sustainable Aquatic Centre Operations project has leveraged funding of 12:1. This project aligns with Council’s priority of *climate & environment*, and will also feed into the design for the redevelopment of Parkinson Recreation Centre.
4. **Feasibility Study of Solar Energy.** This project includes the evaluation of the feasibility for solar energy in the region by analyzing socio-techno-economic barriers and regulatory barriers, using software and real-time operational data. The Feasibility of Solar Energy project has leveraged funding of 13:1. This project aligns with Council’s priority of *climate & environment* and can potentially feed into the design for new and retrofitting of City buildings.
5. **Biochar Blended Clay Bricks: an Innovative Solution for Landfill Waste.** This project includes the evaluation of the potential for, and development of standard techniques to, convert construction landfill waste into “biochar bricks”, a value-added product that also promotes atmospheric carbon capture and sequestration. This project has leveraged funding of 4:1. The project aligns with Council’s priority of *climate & environment*.

Centre for Excellence:

In 2024, UBCO and the City are seeking to broaden the engagement, research, and innovative project opportunities as partners in community building through the development of a Centre for Excellence. The Centre for Excellence will be a three-year pilot that is aimed at advancing research, innovation, and education in the field of community sustainability. This co-located centre will leverage the expertise and resources of both partners to address the challenges and opportunities in community building. The pilot will include up to two dedicated resources – one each from both the City and UBCO - to project manage and support the current research collaboration partnerships, as well as to build, convene, and foster new research collaboration partnerships. This centre will operate as a cross-disciplinary and cross-sectoral platform that will foster collaboration and knowledge exchange among researchers, practitioners, policymakers, students, and community partners. The Centre is envisioned to be an open environment, to engage with partners across this City, on possible applied research initiatives, as the model matures and evolves.

Conclusion:

The *City and UBCO Research Partnership* has been successful in stimulating interest from the research community and generating projects which fulfill both academic and civic objectives. Through relationship building and an intentional approach, both institutions have gained unique insights into how they can leverage resources and further mutual priorities.

The Centre for Excellence is an evolutionary step in the relationship between the City and UBCO. The three-year pilot will foster the relationship, while broadening the research opportunities and innovation to address the challenges and opportunities of sustainable development.

Internal Circulation:

- Partnerships & Investments
- Communications
- Information Services
- Airport

Environment
Landfill

Considerations applicable to this report:

Existing Policy:

Imagine Kelowna:

Principle 1: Collaborative

A community where people of all backgrounds work together to meet collective challenges.

Principle 2: Smarter

Support innovation that helps drive inclusive prosperity.

Financial/Budgetary Considerations:

Commencing with the 2022 budget, each party began investing \$100,000/yr each, which is then leveraged 3 to 13 times, towards the partnership projects. Funding is allocated to projects evaluated and approved by the Steering Committee pursuant to the Partnership Fund program terms. Project proposals are expected to demonstrate significant leverage of funds through other sources such as the Natural Sciences and Engineering Research Council of Canada (NSERC) and Mitacs.¹ Leverage can be 2:1 or significantly higher depending on the type of project and funding criteria.

In order to advance the proposed Centre for Excellence and enhance leveraging opportunities, a budget submission will appear in the 2024 Budget for Council's consideration.

Considerations not applicable to this report:

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

Submitted by: D. Gilchrist, City Manager

Approved for inclusion:

DG

cc:
UBCO Office of the Vice-Principal, Research and Innovation
Executive Office Manager
Information Services Director
Grants & Special Projects Manager
Senior Airport Development Manager
Communications Department Manager

¹ Mitacs connects the private sector and post-secondary institutions to drive research and development which solves organizational challenges and develops Canada's innovation capacity.



THE UNIVERSITY OF BRITISH COLUMBIA
Okanagan Campus



Research Collaboration Update: City of Kelowna and UBC Okanagan

November 20, 2023

Steering Committee

UBC Okanagan

- Dr. Phil Barker, Vice-Principal and Associate Vice-President, Research and Innovation (Co-Chair)
- Sandra Spencer, Innovation Manager
- Pierre Rondier, Strategic Initiatives and Operations Manager
- Denise Maines, Research Development Officer
- Nicole Bennett, Internal Programs Manager

City of Kelowna

- Doug Gilchrist, City Manager (Co-Chair)
- Jazz Pabla, Information Services Director
- Geoff Ritchie, Senior Airport Development Manager
- Michelle Kam, Grants & Special Projects Manager
- Sandra Kochan, Partnerships Manager

Framework for Enhanced Collaboration



INTENTIONAL



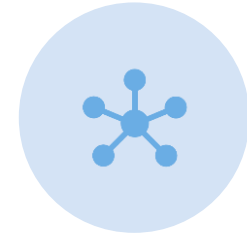
FOCUSED ON THE
CENTRAL
OKANAGAN



TRANSFORMATIVE



LEVERAGED



COORDINATED

Strategic Themes



Waste reduction / management (Glenmore Landfill)



Sustainable Urban Living



Climate Resilience



Homelessness

Research Collaboration Projects

- Challenge statements to articulate areas for research

- Review of research potential

- Identification of team expertise (City and UBCO)

- Collaborative development of project charters

- **Leveraging funding**

Enhanced Mobility Corridor - Okanagan Rail Trail



EV Charging – Bus Electrification



Sustainable Aquatic Centre Operations



Feasibility Study of Solar Energy

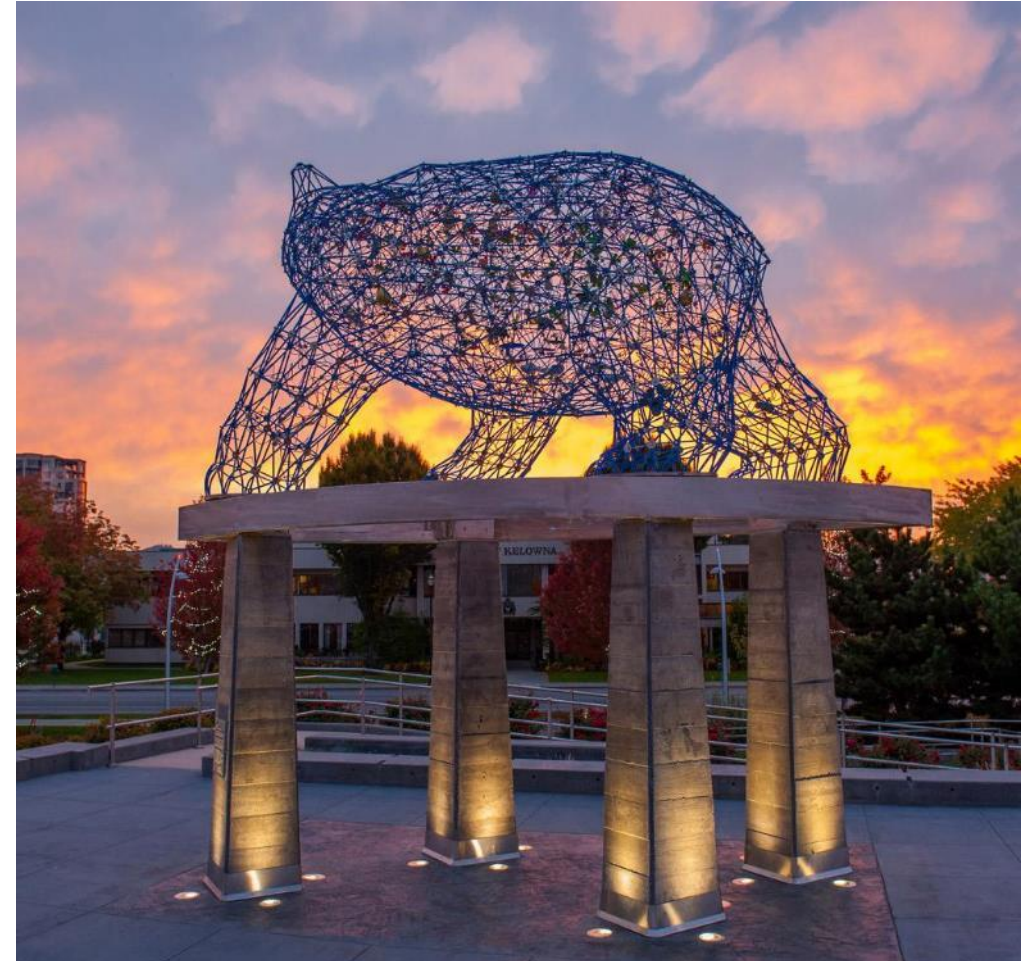


Biochar Blended Clay Bricks: An Innovative Solution for Landfill Waste



Centre for Excellence

- ▶ Three-year pilot to broaden the engagement, research and innovative opportunities
- ▶ Advance research, innovation, and education
- ▶ Co-located centre
- ▶ Dedicated resources to advance current research collaborations projects, and to create new opportunities





THE UNIVERSITY
OF BRITISH COLUMBIA
Okanagan Campus

Questions?

For more information, visit kelowna.ca or research.ok.ubc.ca.

Report to Council



Date: November 20, 2023
To: Council
From: City Manager
Subject: Kelowna RCMP's 2024-2026 Strategic Plan
Department: Community Safety | Kelowna RCMP Detachment

Recommendation:
THAT Council endorse the Kelowna RCMP Strategic Plan for 2024-2026.

Purpose:
To update Council on the Kelowna RCMP's refreshed 2024-2026 Strategic Plan including the five strategic objectives; and to seek Council's endorsement of the 2024-2026 Strategic Plan.

Council Priority Alignment:
Crime & Safety

Background:
In keeping with the *Municipal Police Unit Agreement* and its contractual obligations, the Kelowna RCMP is committed to ensuring its Strategic Plan, the attention of Kelowna's policing professionals, and performance reporting are oriented on community priorities that align with Council's 2023-2026 priority of Crime and Safety. Based on research, the City's 2022 Community Safety Survey, analysis, and a series of planning sessions – including one with City Council on August 28, 2023 - Kelowna RCMP is now seeking Council's endorsement on the refreshed Strategic Plan for 2024-2026.

The Kelowna RCMP has identified three specific priorities that align with, and will advance, City Council's 2023-2026 Crime and Safety priority:

1. BE PRESENT in neighbourhoods and districts to deter crime & improve road safety;
2. TARGET recurring property theft; and
3. PROMOTE the right providers for mental health, addictions care and housing needs.

Achieving these three priorities will necessitate a staffing model that empowers policing professionals to work to their full scope while creating capacity for proactive policing and increasing focused results at all levels. Accordingly, the Strategic Plan includes two *enabling* objectives:

4. EMPOWER policing professionals to advance prevention and response; and

5. DRIVE RESULTS through teamwork and initiative.

The Goals and Strategic Initiatives under each objective were developed through a comprehensive process that included extensive strategic analysis and listening to our community and partners.

- Results from the 2022 Community Safety Survey (n=301) including concerns about property crime and desire for more police visibility, sharpened the focus of our Objectives.
- Extensive strategic analyses of Kelowna's crime rates, reviews of provincial reports on community safety, and national best practices helped us identify opportunities that are within the scope of our role, authority, and discretion to act.
- A series of planning sessions with partners (i.e., community agencies and groups), local Indigenous organizations, the Mayor's Task Force on Crime Reduction, as well as representatives from education, healthcare, social services, and business communities informed our Goals and Strategic Initiatives.
- All policing professionals were invited to contribute ideas on how we could advance our objectives.

Internal Circulation:

Communications

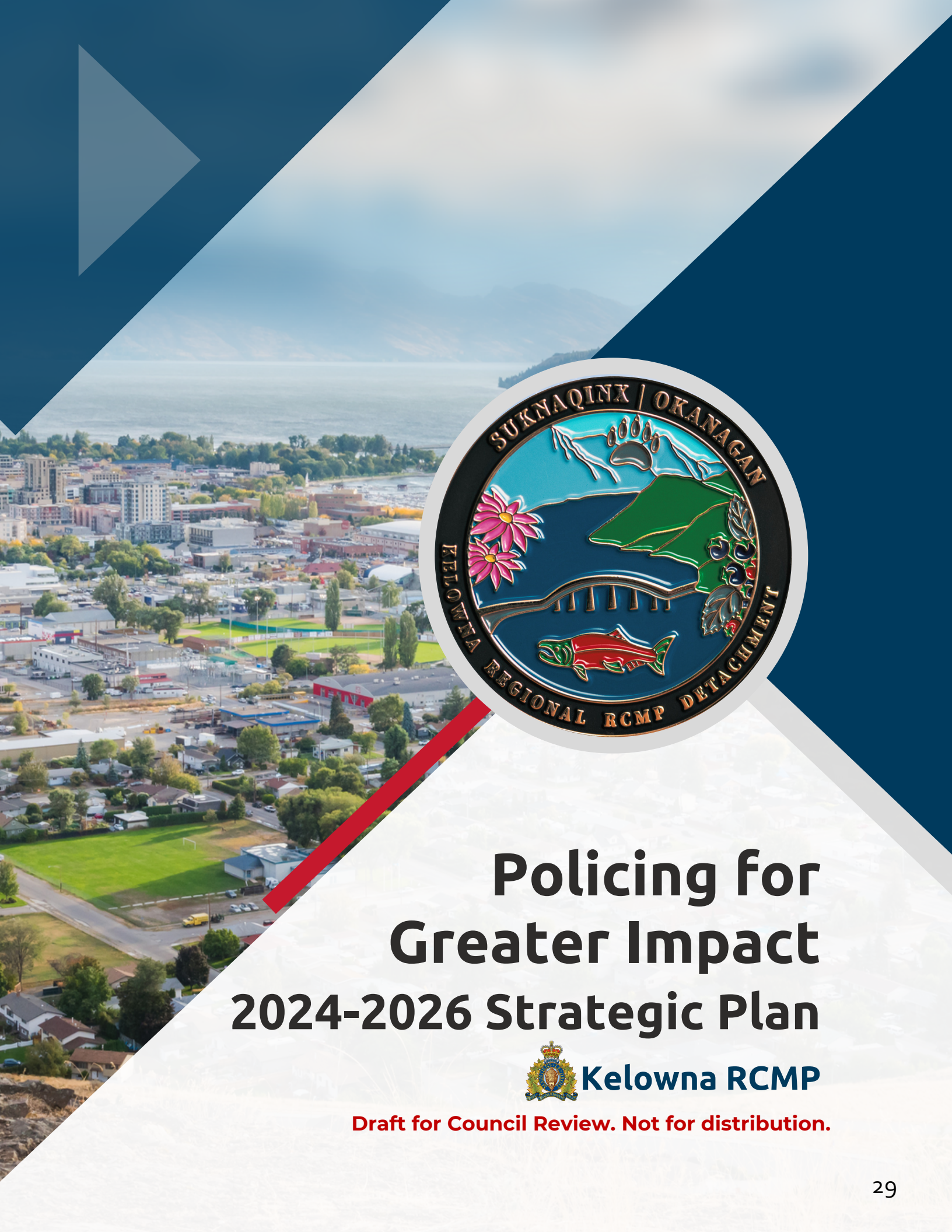
Submitted by: K. Triance, Superintendent, Kelowna RCMP Detachment

Approved for inclusion:



S. Leatherdale, Divisional Director, Corporate & Protective Services

cc: D. Caul, Community Safety Director
T. White, Police Services Branch Manager
M. Douglas, Acting Community Safety Services Manager



Policing for Greater Impact 2024-2026 Strategic Plan



Kelowna RCMP

Draft for Council Review. Not for distribution.

Acknowledgements

We acknowledge that the city in which we work sits on the traditional, ancestral, unceded territory of the Syilx/Okanagan people. We recognize, honour, and respect the presence of Indigenous Peoples, past, present, and future.

This Strategic Plan is the culmination of guidance from Council, thoughtful input from health, social service and community partners, and the insights and experience of our policing professionals.

We thank you for your continued partnership and support for our role in keeping Kelowna citizens safe.

This Strategic Plan is a living document.

This Strategic Plan sets out Kelowna RCMP's strategic direction, areas of focus and desired outcomes. We stay in regular dialogue with the community and review crime data to continuously assess and improve the effectiveness of strategic initiatives in achieving our desired results. As time passes, changing circumstances may result in changes to strategic initiatives in this Plan.

Contact

1190 Richter Street
Kelowna, BC
(250) 762-3300

✉ E_Kelowna_General_Enquiries@rcmp-grc.gc.ca
✂ @KelownaRCMP
📘 @RCMPKelowna

Message from the Superintendent

When I stepped into the role of Officer in Charge in 2020, the challenges facing Kelowna RCMP were much different than they are today. As a community, we were navigating disruptions to our daily lives and our connection to each other. As your police service, we also grasped the weight of changes in public trust, stemming from use of force incidents abroad as well past conduct incidents in our own City. 'Show Up at Our Best for Every Citizen' became the theme of our 2021-2024 Strategic Plan. This remains our long-term commitment to Kelowna citizens and your feedback confirms that we are moving in the right direction.

If the last few years have taught us anything, we have learned how quickly our context can change and the need for agility. For example, phases of the pandemic brought increases in intimate partner violence, short-lived declines in property crime, and have been followed by increased concerns for mental health and substance use across our province. Early adopters of agile practices, Kelowna RCMP continuously monitor and respond to these changes.

There are also longer-term shifts that warrant sustained, concentrated effort. Our City is evolving. Kelowna has become the fastest growing Census Metropolitan Area in Canada. Citizens are concerned about Kelowna's Crime Severity Index and British Columbia's increasingly visible mental health and substance use crisis and housing shortages. The factors behind these shifts are indeed complex and structural. Yet, Kelowna RCMP can continuously improve the crime reduction and intervention strategies within the scope of our defined role. We can champion the services that citizens, including reoccurring offenders, need as part of our shared commitment to the safety and wellbeing of our City.



We all have a significant role in maintaining safe communities. When we work together, the results will speak for themselves.



This Strategic Plan is the culmination of Council's guidance, collaboration from our many community partners, and the initiative and commitment of our entire team of policing professionals. We all have a significant role in maintaining safe communities. When we work together, the results will speak for themselves.

KARA TRIANCE (SUPT)

OFFICER IN CHARGE

KELOWNA RCMP DETACHMENT

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- 06 Our Planning Process
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- 14 Measuring Progress



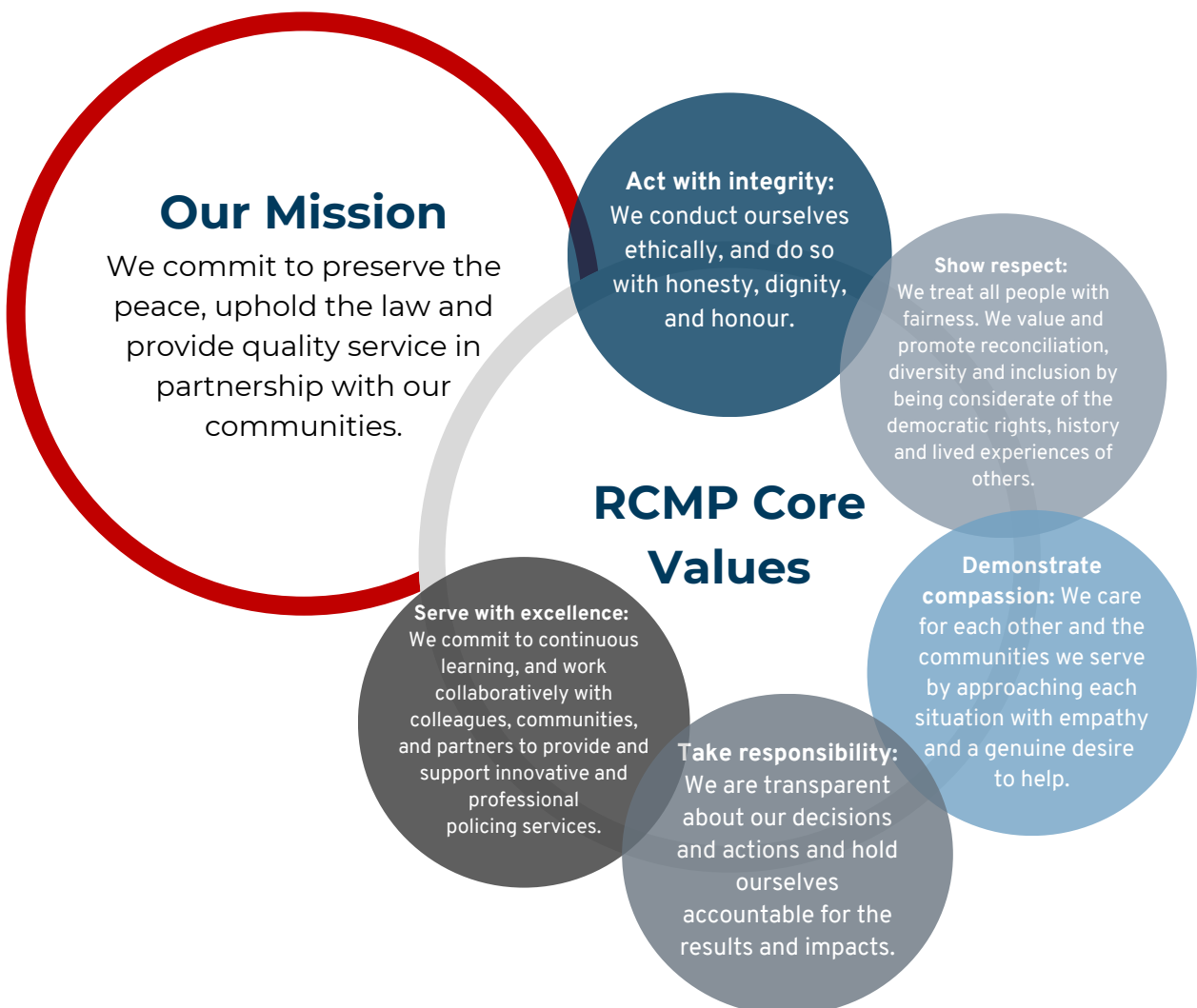
Understanding Our Community's Needs

The City of Kelowna is one of the fastest growing cities in the country. Attracting more young to middle-age adults, Kelowna now has a median age that is just below the national average. The City honours the history, culture, and connection to the lands of Indigenous people. The City of Kelowna is home to other culturally diverse communities.

At the outset of this Strategic Plan, our country is experiencing an economic slowdown and grappling with an opioid crisis and a housing crisis. Along with other cities, Kelowna is witness to the community impacts of these complex social issues. Recurring property crime, too often committed by people with unanswered health and social care needs, is a significant contributor of Kelowna's crime rates. Traffic was also among citizens' top three priorities for further attention.

Our City's growth, together with political, economic and social changes, have ushered in urban policing needs. **This Strategic Plan describes advanced policing strategies for greater impact.**

Our Mission & Values



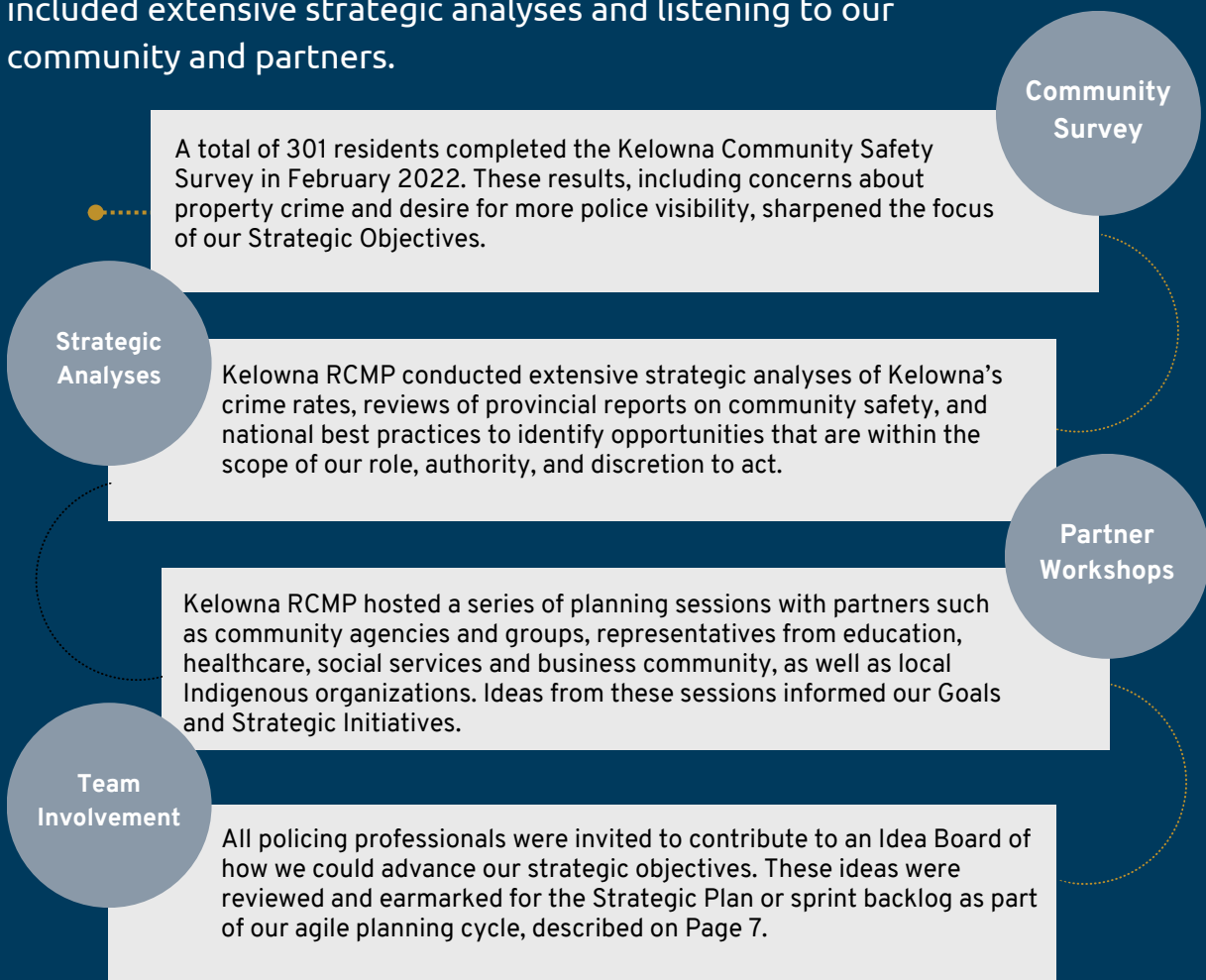
Our Planning Process

SETTING PRIORITIES

The RCMP provides police services for 63 municipalities in BC, including the City of Kelowna. Kelowna RCMP's accountability as a service provider to the City is important and underpins our strategic planning process. As outlined in the Municipal Police Unit Agreement, Mayor (and Council) may set objectives, priorities and goals for Kelowna RCMP, alongside provincial policing objectives priorities and goals. Council fulfills a governance role in guiding Kelowna RCMP's strategy. As such, Kelowna City Council's priorities for crime and safety, released in March 2023, serve as high-level direction for this Plan.

LISTENING TO OUR COMMUNITY AND PARTNERS

The objectives, goals, and strategic initiatives in this Plan were developed through a comprehensive process that included extensive strategic analyses and listening to our community and partners.



Embracing Agility

This Plan sets out Kelowna RCMP's strategic direction, areas of focus and desired outcomes: the changes seen through implementation of strategic initiatives. As policing professionals, we operate in a complex adaptive system and it is crucial we embrace a planning model that encourages agility, experimentation, reflexive learning and iteration. Since adopting agile practices in 2021, Kelowna RCMP views strategic planning as a continuous process and this Plan as a living document that can be easily modified based on community data, observations and learnings. Our agile, short-cycle planning cadence is depicted below. Each quarter, we review data and feedback from our community to determine how effective we have been in achieving different results, what work should continue and what should cease. Learnings are then shared along with any proposed adjustments or changes, potentially resulting in updates to the strategic initiatives in this Plan.

Every quarter, we examine each strategic objective:

- What's changing about what our community needs & expects from us?
- What are our results so far? What is our data telling us about where we need to lean in further?
- What could we accomplish in the next 3 months? Who could lead this 'sprint'?

Annually, we review:

- How much value have we captured, in policing outcomes, for Kelowna so far?
- Where do we want to be in 1 year?



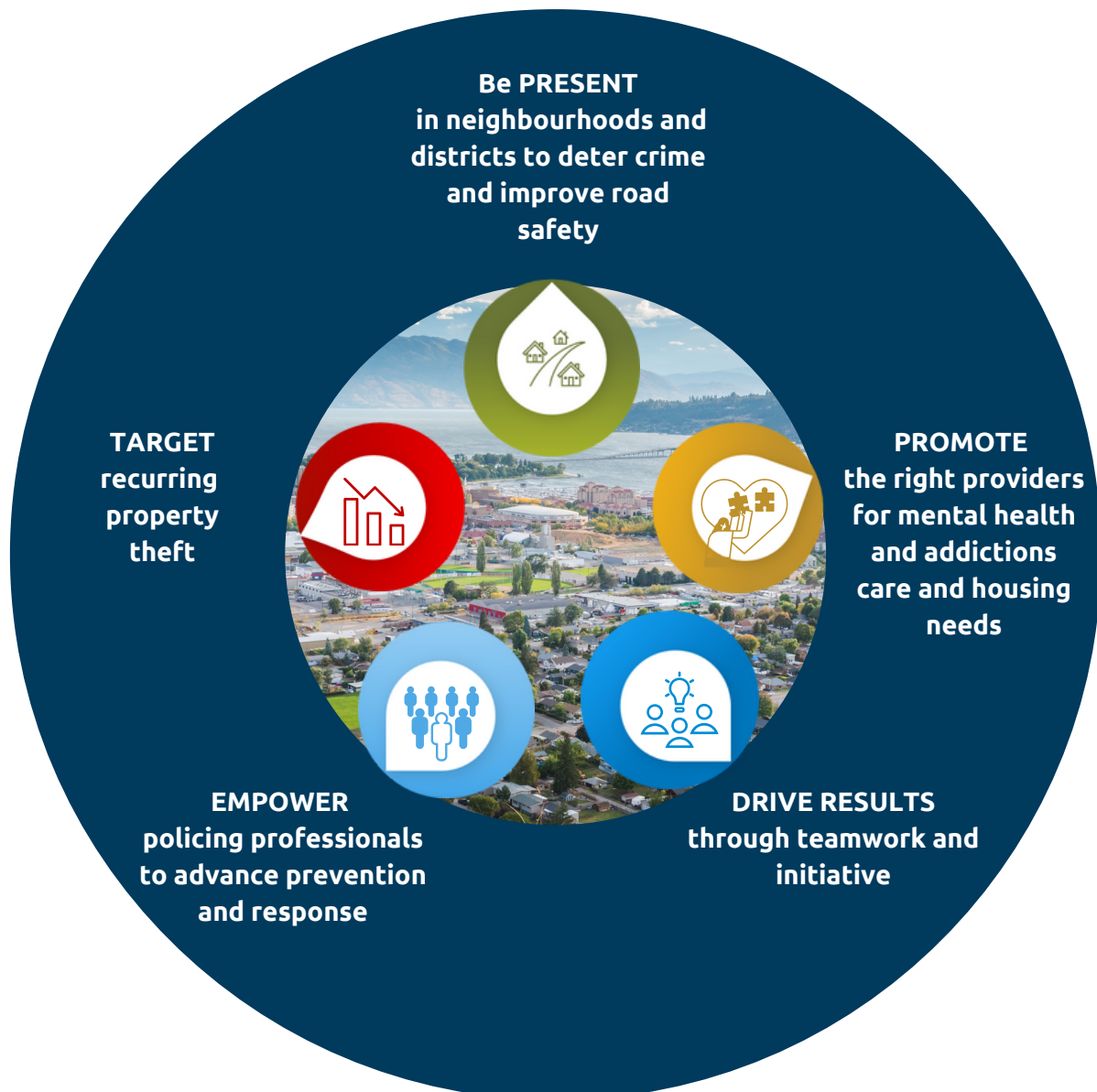
At a Glance

We prioritized Kelowna's leading concerns along with the capacity and capabilities we need to 'move the dial' for our community.

Council's 2023-2026 Priorities for Crime & Safety

- Property crime strategy
- Support for safety issues in business districts
- Provincial collaboration on mental health and substance use

Our Strategic Plan orients the attention of all of our policing professionals on Kelowna's top concerns and strategic initiatives that augment our core and specialized services. It will take people capacity, effective processes, technology and systems to power projects that increase our visibility, adapt new strategies for recurring property theft, and elevate the right providers for complex social needs. To set up our Plan for success, we have sharpened our focus on 3 community-oriented objectives as well as 2 enabling objectives.





Be PRESENT in neighbourhoods and districts to deter crime and improve road safety

WHY THIS MATTERS

Nearly all Kelowna residents feel safe in their neighbourhood during the daytime and more than three-quarters feel safe at night. While these are high proportions, we recognize that crime, victimization and complex social issues can erode this sense of safety. Our communities see police as playing the largest role in community safety and 92% of Kelowna residents identified increasing police visibility as an important means for keeping the City safe. Kelowna citizens also identified traffic issues as one of the top three issues in their City and, in response, Council has prioritized road safety presence.

In 2022, we demonstrated the impact of proactive patrols in Kelowna districts on property crime rates. There is a growing body of evidence that highly visible police presence – including traffic checks, community contacts, business district visibility - is a proven and effective strategy that addresses both crime and crashes. Moreover, these studies indicate that place-based policing, rather than simply displacing the crime, also reduces crime in surrounding areas.

GOALS	STRATEGIC INITIATIVES
<p>Establish a rigorous cadence for data-driven hotspot policing in neighbourhoods and business districts, including traffic enforcement</p> <p>Lean into community safety concerns of diverse communities</p>	<ul style="list-style-type: none"> • Recalibrate patrols in high priority neighbourhoods for greater impact • Leverage technology to focus on traffic hotspots and improve driver attention • Develop analytics environment for efficient, advanced crime analysis • Harness GPS to efficiently capture proactive policing, including traffic enforcement • Explore advisory body of leaders from culturally diverse communities to advise us on culturally responsive policing practices • Ensure leader capacity for further reconciliation and relationships with historically or systemically marginalized groups • Work with Westbank First Nation to plan for future policing needs
MEASURES	
<p>Percent change in:</p> <ul style="list-style-type: none"> • Property crime • Persons crime • Collisions 	





TARGET recurring property theft

WHY THIS MATTERS

Our teams use advanced data and analytics to understand and respond to crime. Nearly a quarter of Kelowna’s Crime Severity Index (CSI) is attributable to break and enters. Kelowna residents have also identified property crime as the most important crime in the city. Between 2020 and 2022, 20 individuals were responsible for more than 3,575 property crimes. This retrospective analysis, reflecting the recurring theft activity of a subset of arrested individuals, prompts us to apply more advanced intelligence towards stopping high-frequency offenders that are still active in our community.

It also spotlights an intersectoral challenge of arrested offenders being released back to the community without addressing the circumstances that led them to property crime. The City of Kelowna, business community and many others have been steadfast partners in advocating for a greater justice response to high-frequency offenders. At the heart of our community’s efforts is a recognition that there are those that perpetually reoffend because of poverty and/or inadequate supports, including mental health and substance use care and housing needs. By working together, we established a cross-sector situation table in 2019 to intervene and connect at-risk individuals to reduce potential harm and Kelowna Integrated Court in 2021 to address the root causes of recurring property theft for offenders with underlying health and addictions care needs. In May 2023, the provincial government also responded by launching the Repeat Violent Offending Intervention Initiative (ReVOII) supported by a dedicated regional prosecution team.

GOALS	STRATEGIC INITIATIVES
<p>Further adoption of proven crime prevention solutions within business districts and neighbourhoods</p> <p>Lead best practice for repeat offender management</p> <p>With partners, advance case for increased justice response</p>	<ul style="list-style-type: none"> • Reach out to businesses with trends and toolkits • Activate community in securing their own property • Regularly inform citizens of outcomes of property theft arrests • Assess feasibility of High-Risk Target Team • Implement methodology to target ‘persons, places and behaviours’ associated with property crime • Monitor repeat offenders in alignment with provincial approach • Build commitment to increased security monitoring and registry • With partners, illuminate the additional capacity needed for Kelowna Integrated Court, ReVOII and KOaST

MEASURES
<ul style="list-style-type: none"> • Percent change in property crime rate per 100,000 • Percent of CSI represented through repeat offender management program • Percent change in number of individuals that meet ReVOII criteria



PROMOTE the right providers for mental health and addictions care and housing needs

WHY THIS MATTERS

Kelowna RCMP recognizes that community safety is a conversation encompassing many complex social issues in addition to crime and victimization. Listening to Kelowna citizens, we recognize that their perceptions of safety can be impacted by non-criminal ripple effects of provincial health and social systems and policies. For this reason, community safety outcomes are also measured by how well police work with community partners to divert individuals toward the appropriate supports. This requires coordination between various agencies, interested parties and rights-holders, and we will continue to work with all levels of government and community organizations to support improved access to health and social services that further community safety and well-being in our City.



GOALS	STRATEGIC INITIATIVES
<p>Visibly support first response by the right providers for mental health and addictions care needs</p> <p>Equip frontline to serve persons with barriers in the community</p> <p>Contribute to provincial dialogue on public policy, health and social services</p>	<ul style="list-style-type: none"> • With the City of Kelowna and Interior Health, co-design the protocol to directly connect people experiencing mental health crises to community-based responders with police assistance when needed • With Interior Health, optimize the Integrated Crisis Response Team for increased response and proactive outreach to high-risk individuals • Recognize partner commitments to community mental health and addictions services • Provide early career members with on-the-job learning and mentorship • Sponsor shared learning opportunities ('cross-sector partners that learn together, work together') • Collaborate on academic evaluation of community impact of public policy or local changes in health and social services

MEASURES
<ul style="list-style-type: none"> • Percent of mental health related calls where police are second responders • Referrals to KOaST



EMPOWER policing professionals to advance prevention and response

WHY THIS MATTERS

Our Strategic Plan can be compared to the visible tip of an iceberg. It outlines priorities and strategic initiatives in addition to our continuous improvement of core and specialized services. Underneath these services, it takes people capacity to power projects that move the dial on safety in our neighbourhoods and districts.

Policing agencies across Canada have been challenged by significant vacancies, staffing and workload issues. Recruitment is slow across the country and, to deliver the prevention and response Kelowna needs, we will need to be more innovative in our recruitment as well as our staffing and workload model. In fact, our ability to deliver on a Strategic Plan in addition to excellence in existing core and specialized services will depend on innovation in our staffing and workload models.



GOALS	STRATEGIC INITIATIVES
<p>Optimize staffing mix options to increase capacity of teams</p> <p>Shift total vacancy rate (unfilled positions and absences)</p>	<ul style="list-style-type: none"> • Expand use of civilian police professionals to release frontline capacity and extend Investigative Services • Bolster Analytics team • Identify available resources locally and plan with BC RCMP for major incidents • Promote career opportunities at recruitment events in the region • Fill vacancies • Embrace Trauma-Informed Leadership • Sustain and promote participation in mental health program • Increase connection with members off duty sick or injured

MEASURES
<ul style="list-style-type: none"> • Ratio of authorized strength to civilian staff (incl. civilian members, public servants, municipal employees) • Policing professionals onboarded into 'open to hire' positions



DRIVE RESULTS through teamwork and initiative

WHY THIS MATTERS

Achieving results for our top priorities - increased visibility, recurring property theft, and cross-sector collaboration - will take teamwork. Our police officers spend their days observing safety issues and interacting with residents in Kelowna’s micro-communities. They hold exceptional insights into crime and safety issues, concerns of residents and business owners, underlying issues and potential solutions. This Plan includes bringing intelligence closer to the frontline and empowering officers to identify solutions and drive positive changes in community safety, beyond responding to calls for service. It also includes increasing frontline ownership for overall community satisfaction with police services.

GOALS	STRATEGIC INITIATIVES
<p>Engage frontline in moving the dial on community safety priorities</p> <p>Build individual ownership of citizen experience with Kelowna RCMP</p>	<ul style="list-style-type: none"> • Sustain bi-weekly, multi-channel communications to inform frontline of hotspots, high-risk individuals and key results • Empower frontline members to lead special projects related to key result areas • Leverage data from public complaints and body worn cameras • Train all frontline members in advanced de-escalation techniques • Ensure all policing professionals have completed cultural humility & anti-racism training

MEASURES
<ul style="list-style-type: none"> • Public satisfaction with police services (bi-annual) • Frontline initiated projects • Percent of all policing professionals completing cultural humility, anti-racism training



Measuring Progress

Outcome measures help our teams see the impact of their efforts and continuously adjust to get closer to our desired results.

Kelowna RCMP tracks indicators of community safety that are universal across the country and has adopted *The Canadian Police Performance Metrics Framework: Standardized indicators for police services in Canada* to inform our own corporate performance framework.

The measures in this Plan reflect the outcomes Kelowna RCMP hopes to shift by pursuing the five objectives and strategic initiatives. Kelowna RCMP alone cannot move the bar in these areas, but the actions of all of our policing professionals can contribute. Monitoring these measures allows us to continually improve the effectiveness of our strategic initiatives and our collaboration with community partners.

Objective	Measure
Be PRESENT in neighbourhoods and districts to deter crime and improve road safety	<ul style="list-style-type: none"> • Percent change in property crime, persons crime and collisions
TARGET recurring property theft	<ul style="list-style-type: none"> • Percent change in property crime rate per 100,000 • Percent of CSI represented through repeat offender management program • Percent change in number of individuals that meet ReVOII criteria
PROMOTE the right providers for mental health and addictions care and housing needs	<ul style="list-style-type: none"> • Percent of mental health-related calls where police are second responders • Referrals to KOaST
EMPOWER policing professionals to advance prevention and response	<ul style="list-style-type: none"> • Ratio of authorized strength to civilian staff (incl. civilian members, public servants, municipal employees) • Policing professionals onboarded into 'open to hire' positions
DRIVE RESULTS through teamwork and initiative	<ul style="list-style-type: none"> • Public satisfaction with police services (bi-annual) • Projects initiated by frontline • Percent of all policing professionals completing cultural humility, anti-racism training



Contact

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✂ @KelownaRCMP
f @RCMPKelowna



Policing for Greater Impact

Draft 2024-2026 Strategic Plan

Presented by: Kelowna RCMP OIC, Kara Triance (Supt)

Thank you

This draft Strategic Plan is the culmination of guidance from Council, thoughtful input from health, social service and community partners, and the insights and experience of our policing professionals.

Today's Purpose

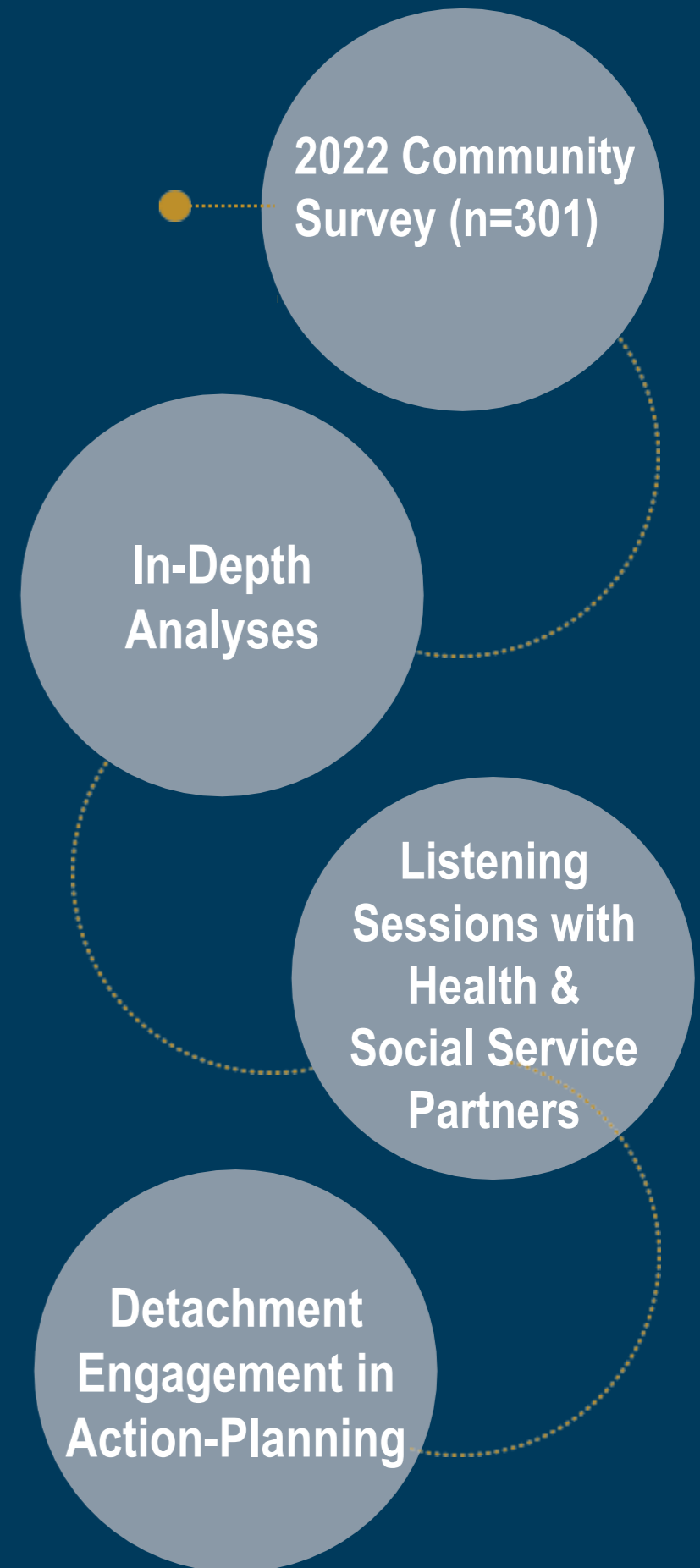
○ Request Council's endorsement of Kelowna RCMP's 2024-2026 Strategic Plan



About this Draft Plan

Our City's growth, together with political, economic and social changes, have ushered in urban policing needs. In this Strategic Plan, we describe advanced **policing strategies for greater impact**.

- Council fulfills a governance role in guiding Kelowna RCMP's strategy. As such, Council's priorities for crime & safety, (March 2023) serve as high-level **direction for this Plan**.
- **Objectives, goals & strategic initiatives** developed through a comprehensive process that included extensive strategic analysis, and listening to community, partners, and Council.
- **Measures** reflect the outcomes we aim to shift through the Strategic Plan, includes standardized indicators from [The Canadian Police Performance Metrics Framework](#)



Embracing Agility



Our Strategic Plan is a Living Document.

- Regular dialogue with the community and each quarter, review data to continuously improve the effectiveness of strategic initiatives in achieving desired results.
- Learnings and changing community circumstances may result in changes to *how* we approach our goals (**Strategic Initiatives** in this Plan)





Be PRESENT in neighbourhoods and districts to deter crime and improve road safety



GOALS	STRATEGIC INITIATIVES
Establish a rigorous cadence for data-driven hotspot policing in neighbourhoods/ districts, including traffic enforcement	<ul style="list-style-type: none">Recalibrate patrols in high priority neighbourhoodsLeverage technology to focus on traffic hotspotsDevelop analytics environment for efficient, advanced crime analysisHarness GPS to capture proactive policing, including traffic enforcement
Lean into community safety concerns of diverse communities	<ul style="list-style-type: none">Explore advisory body of leaders from culturally diverse communitiesEnsure leader capacity for further reconciliation, relationships with historically or systemically marginalized groups

MEASURES
Percent change in: <ul style="list-style-type: none">○ Property crime○ Persons crime○ Collisions



TARGET recurring property theft

GOALS

Further adoption of proven crime prevention solutions

Lead best practice for repeat offender management

With partners, advance case for increased justice response

STRATEGIC INITIATIVES

- Build evidence for increased security monitoring
- Reach out to businesses with trends & toolkits
- Activate community in securing their own property

- Assess feasibility of High-Risk Target Team
- Implement methodology to target ‘persons, places and behaviours
- Monitor repeat offenders in alignment with provincial approach

- Illuminate the additional capacity needed for Kelowna Integrated Court, ReVOII and KOaST

MEASURES

- Percent change in property crime rate per 100,000
- Percent of CSI represented through repeat offender management program
- Percent change in number of individuals that meet ReVOII criteria



PROMOTE the right providers for mental health and addictions care and housing needs

GOALS	STRATEGIC INITIATIVES
<p>Visibly support first response by the right providers</p>	<ul style="list-style-type: none"> • With the City and Interior Health, co-design the protocol to directly connect people in crises to community-based responders, police assistance when needed • With Interior Health, optimize the Integrated Crisis Response Team for for increased response, proactive outreach to high-risk individuals • Recognize partner commitments to community mental health and addictions services
<p>Equip frontline to serve persons with barriers</p>	<ul style="list-style-type: none"> • Provide early career members with on-the-job learning • Sponsor shared learning opportunities
<p>Contribute to provincial dialogue on policy, health & social services</p>	<ul style="list-style-type: none"> • Collaborate on academic evaluation of community impact of public policy or local changes in health and social services

MEASURES
<ul style="list-style-type: none"> ○ Percent of mental health related calls where police are second responders ○ Referrals to KOaST



EMPOWER policing professionals to advance prevention and response

GOALS	STRATEGIC INITIATIVES
Optimize staffing mix to increase capacity	<ul style="list-style-type: none">• Expand use of civilian police professionals to release frontline capacity and extend Investigative Services• Bolster Analytics team• Identify available resources locally and plan with BC RCMP for major incidents
Shift total vacancy (unfilled & absences)	<ul style="list-style-type: none">• Promote career opportunities at recruitment events• Fill vacancies• Embrace Trauma-Informed Leadership• Promote participation in mental health program• Increase connection with members off duty sick or injured

MEASURES
<ul style="list-style-type: none">○ Ratio of authorized strength to civilian staff (incl. civilian members, public servants, municipal employees)○ Policing professionals onboarded into 'open to hire' positions



DRIVE RESULTS through teamwork and initiative

GOALS	STRATEGIC INITIATIVES
Engage frontline in community safety priorities	<ul style="list-style-type: none">• Sustain bi-weekly, multi-channel communications to inform frontline of hotspots, high-risk individuals and key results• Empower frontline members to lead special projects related to key result areas
Build individual ownership of citizen experience	<ul style="list-style-type: none">• Leverage data from public complaints and body worn cameras• Train all frontline members in advanced de-escalation techniques• Ensure all policing professionals have completed cultural humility & anti-racism training
With partners, advance case for increased justice response	<ul style="list-style-type: none">• Illuminate the additional capacity needed for Kelowna Integrated Court, ReVOII and KOaST

MEASURES
<ul style="list-style-type: none">○ Public satisfaction with police services (bi-annual)○ Frontline initiated projects○ Percent of all policing professionals completing cultural humility, anti-racism training

Questions / Comments?

Today's Purpose

- Request Council's endorsement of Kelowna RCMP's 2024-2026 Strategic Plan



We thank you for your continued partnership and support for our role in keeping Kelowna citizens safe.

Contact

1190 Richter Street
Kelowna, BC
(250) 762-3300

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REPORT TO COUNCIL REZONING



Date: November 20, 2023
To: Council
From: City Manager
Address: 593 Mugford Rd
File No.: Z23-0045

	Existing	Proposed
OCP Future Land Use:	C-NHD – Core Area Neighbourhood	C-NHD – Core Area Neighbourhood
Zone:	RU1 – Large Lot Housing	RU4 – Duplex Housing

1.0 Recommendation

THAT Rezoning Application No. Z23-0045 to amend the City of Kelowna Zoning Bylaw No. 12375 by changing the zoning classification of Lot B Section 26 Township 26 ODYD Plan EPP108428, located at 593 Mugford Rd, Kelowna, BC from the RU1 – Large Lot Housing zone to the RU4 – Duplex Housing zone, be considered by Council;

AND 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 the subject property from the RU1 – Large Lot Housing zone to the RU4 – Duplex Housing zone to facilitate two dwelling housing.

3.0 Development Planning

Staff support the proposed rezoning application to the RU4 – Duplex Housing zone. The proposal is consistent with the 2040 Official Community Plan (OCP) Future Land Use Designation of C-NHD – Core Area Neighbourhood, which speaks to the accommodation of single and two dwelling growth. The property is connected to City sanitary sewer and is located within the Permanent Growth Boundary (PGB).

Lot Area	Proposed (m ²)
Gross Site Area	622 m ²
Road Dedication	N/A
Undevelopable Area	N/A
Net Site Area	N/A

4.0 Site Context & Background

Orientation	Zoning	Land Use
North	RU1 – Large Lot Housing	Single Detached Housing
East	RU1 – Large Lot Housing	Single Detached Housing
South	RU2 – Medium Lot Housing	Single Detached Housing
West	RU2 – Medium Lot Housing	Single Detached Housing

Subject Property Map: 593 Mugford Rd



The surrounding area is primarily zoned RU1 – Large Lot Housing and RU2 – Medium Lot Housing. The subject property is a corner lot that is located in close proximity to Mugford Park and a transit stop across Merrifield Road.

5.0 Current Development Policies

Objective 5.3 Design residential infill to be sensitive to neighbourhood context.		
Policy	5.3.1	Encourage gentle densification in the form of ground-oriented residential uses such as house-plexes, townhouses and narrow lot housing to approximately 2 storeys, maintaining residential uses and setbacks that reflect the existing development pattern. Consider opportunities for greater height and massing at block ends and along Active Transportation Corridors as outlined in Figure 5.3
Ground infill	Oriented	<i>The proposal would include gentle densification to a growing neighbourhood.</i>

6.0 Application Chronology

Application Accepted: July 18, 2023
 Neighbourhood Notification Summary Received: October 25, 2023

Report prepared by: Jason Issler, Planner I
Reviewed by: Lydia Korolchuk, Acting Urban Planning Supervisor
Reviewed by: Jocelyn Black, Urban Planning Manager
Approved for Inclusion: Ryan Smith, Divisional Director, Planning & Development Services

For additional information, please visit our Current Developments online at www.kelowna.ca/currentdevelopments.

CITY OF KELOWNA

BYLAW NO. 12599

Z23-0045

593 Mugford Road

A bylaw to amend the "City of Kelowna Zoning Bylaw No. 12375".

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

1. THAT City of Kelowna Zoning Bylaw No. 12375 be amended by changing the zoning classification of Lot B Section 26 Township 26 ODYD Plan EPP108428, located on Mugford Road, Kelowna, BC from the RU₁ – Large Lot Housing zone to the RU₄ – Duplex Housing zone.
2. This bylaw shall come into full force and effect and is binding on all persons as and from the date of adoption.

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

Approved under the Transportation Act this

(Approving Officer – Ministry of Transportation)

Adopted by the Municipal Council of the City of Kelowna this

Mayor

City Clerk



City of
Kelowna

Z23-0045 593 Mugford Rd

Rezoning Application

Purpose

- ▶ To rezone the subject property from the RU₁ – Large Lot Housing zone to the RU₄ – Duplex Housing zone.

Development Process



Jul 18, 2023

Development Application Submitted

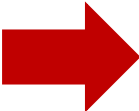


Staff Review & Circulation



Oct 25, 2023

Public Notification Received



Nov 20, 2023

Initial Consideration



Reading Consideration



Final Reading

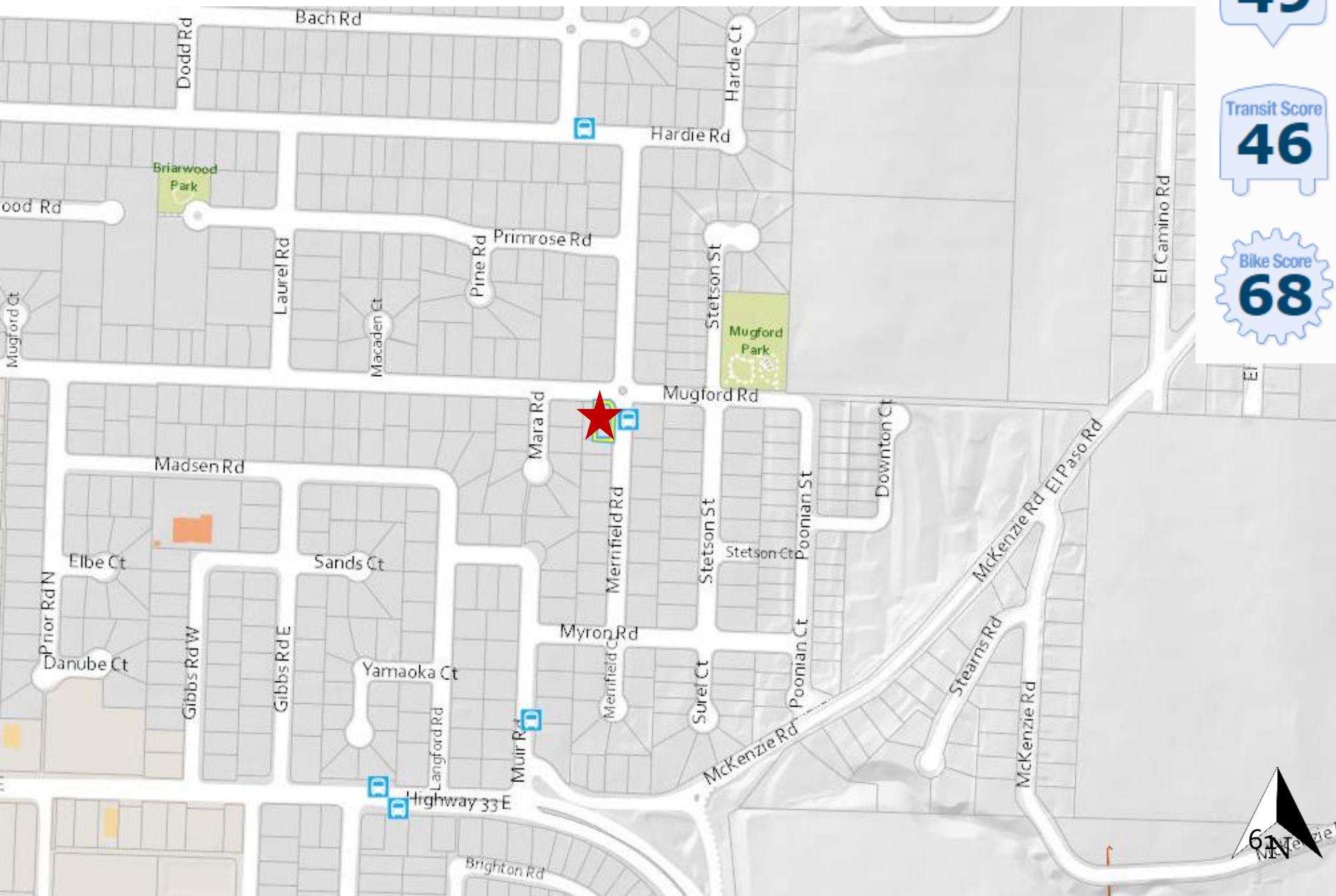


Building Permit



Council Approvals

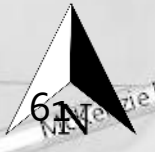
Context Map



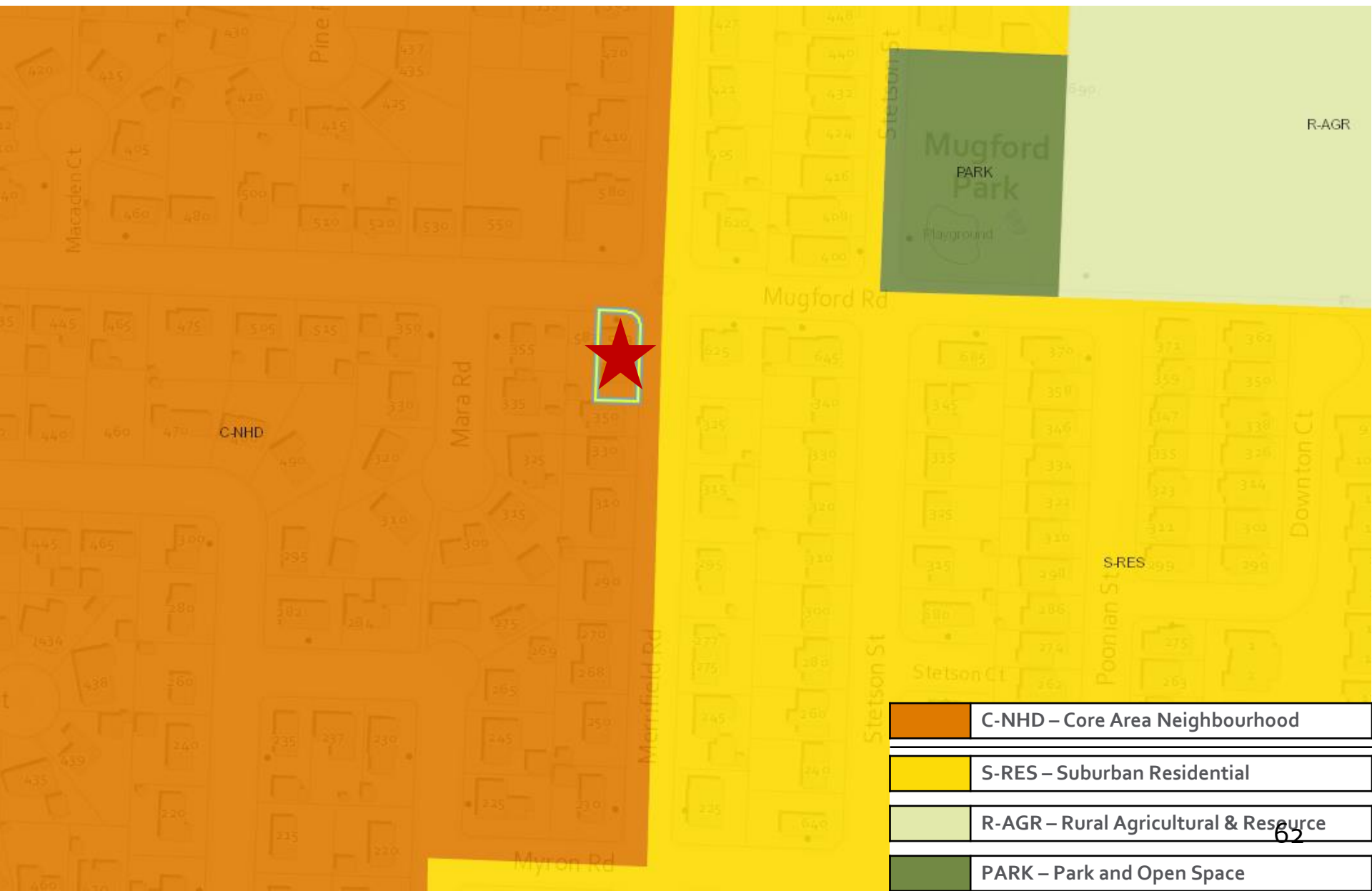
Walk Score
49





Transit Score
46

Bike Score
68



OCP Future Land Use



	C-NHD – Core Area Neighbourhood
	S-RES – Suburban Residential
	R-AGR – Rural Agricultural & Resource
	PARK – Park and Open Space

Subject Property Map



Project Details

- ▶ C-NHD – Core Area Neighbourhood
- ▶ RU₄ – Duplex Housing
 - ▶ Close to City Parks and Transit
 - ▶ Mix of RU₁, RU₂ and RU₄ in the neighbourhood
 - ▶ Located in PGB with Sewer Connection

OCP Objectives & Policies

- ▶ Policy 5.3.1: Ground Oriented Infill
 - ▶ Encourage ground oriented residential uses

Staff Recommendation

- ▶ Staff recommend **support** for the proposed rezoning as it is consistent with:
 - ▶ OCP Future Land Use C-NHD
 - ▶ OCP Objectives in Chapter 5 Core Area
 - ▶ Ground Oriented Infill

REPORT TO COUNCIL REZONING



Date: November 20th, 2023
To: Council
From: City Manager
Address: 1447 Elm Street, 1580 and 1590 Elm Street East
File No.: Z23-0055

	Existing	Proposed
OCP Future Land Use:	C-NHD – Core Area Neighbourhood	C-NHD – Core Area Neighbourhood
Zone:	RU ₄ – Duplex Housing	MF ₁ – Infill Housing

1.0 Recommendation

THAT Rezoning Application No. Z23-0055 to amend the City of Kelowna Zoning Bylaw No. 12375 by changing the zoning classification of Lot 1 Section 20 Township 26 ODYD Plan 9228, located at 1447 Elm Street, Strata Lot 1 Section 20 Township 26 ODYD Strata Plan K529 Together With An Interest In Common Property In Proportion To The Unit Entitlement Of The Strata Lot As Shown On Form 1, located at 1580 Elm Street East, Strata Lot 2 Section 20 Township 26 ODYD Strata Plan K529 Together With An Interest In Common Property In Proportion To The Unit Entitlement Of The Strata Lot As Shown On Form 1, located at 1590 Elm Street East, Kelowna, BC from the RU₄ – Duplex Housing zone to the MF₁ – Infill Housing zone, be considered by Council;

AND THAT final adoption of the Rezoning Bylaw be considered subsequent to the outstanding conditions of approval as set out in Attachment “A” attached to the Report from the Development Planning Department dated November 20th, 2023;

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

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 the subject properties from the RU₄ – Duplex Housing zone to the MF₁ – Infill Housing zone to facilitate a four lot subdivision.

3.0 Development Planning

Staff support the proposed Rezoning Application from the RU₄ – Duplex Housing zone to the MF₁ – Infill Housing zone to facilitate a four lot subdivision. The subject property has a Future Land Use Designation of Core Area Neighbourhood and is located near Duggan Park and Parkinson Recreation Park and Centre. The MF₁ zone will allow for a subtle transition in sensity into the established neighbourhood.

The proposal meets the intent of the Core Area Neighbourhood policies, which are intended to accommodate much of the City’s grown through sensitive infill such as ground-oriented multi-unit housing. It aligns with the OCP Policy for the Core Area to encourage a diverse mix of low and medium density housing.

Lot Area	Proposed (m ²)
Gross Site Area	2,332 m ²
Road Dedication	198 m ²
Undevelopable Area	n/a
Net Site Area	2,134 m ²

4.0 Site Context & Background

Orientation	Zoning	Land Use
North	RU ₄ – Duplex Housing	Single Detached Housing
East	RU ₄ – Duplex Housing	Single Detached Housing
South	P ₂ – Education and Minor Institutional and RU ₄ – Duplex Housing	Educational Services, Child Care, Religious Assemblies and Single Detached Housing
West	RU ₄ – Duplex Housing	Semi-Detached Housing

Subject Property Map: 1447 Elm Street and 1580-1590 Elm Street East



The subject properties are located at the corner of Elm Street and Elm Street East and has the Future Land Use Designation of Core Area Neighbourhood. The surrounding area has a mix of RU₄ – Duplex Housing, P₂ – Education and Minor Institutional and MF_{3r} – Apartment Housing with Rental Only. The property is in close proximity to the Apple Bowl and Parkinson Recreation Park.

5.0 Current Development Policies

5.1 Kelowna Official Community Plan (OCP)

Objective 5.3 Desing residential infill to be sensitive to neighbourhood context.

Policy 5.3.1. Ground Oriented Infill	Encourage gentle densification in the form of ground-oriented residential uses such as house-plexes, townhouses and narrow lot housing to approximately 2 storeys, maintaining residential uses and setbacks that reflect the existing development pattern. Consider opportunities for greater height and massing at block ends and along Active Transportation Corridors as outlined in Figure 5.3. <i>The MF₁ zone allows up to two-storeys of ground-oriented housing.</i>
Objective 5.11.1. Increase the diversity of housing forms and tenure to create an inclusive, affordable and complete Core Area.	
Policy 5.11.1. Diverse Housing Forms.	Ensure a diverse mix of low and medium density housing forms in the Core Area that support a variety of households, income levels and life stages. <i>The proposal is adding medium density in the Core Area and offers a subtle transition from the established neighbourhood.</i>

6.o Application Chronology

Application Accepted: August 23rd, 2023
 Neighbourhood Notification Summary Received: October 30th, 2023

Report prepared by: Tyler Caswell, Planner II
Reviewed by: Lydia Korolchuk, Acting Planning Supervisor
Reviewed by: Jocelyn Black, Urban Planning Manager
Approved for Inclusion: Ryan Smith, Divisional Director, Planning & Development Services

Attachments:
 Attachment A: Development Engineering Memo
 Attachment B: Project Rationale

For additional information, please visit our Current Developments online at www.kelowna.ca/currentdevelopments.

CITY OF KELOWNA
BYLAW NO. 12600
Z23-0055
1447 Elm Street, 1580 & 1590 Elm Street E

A bylaw to amend the "City of Kelowna Zoning Bylaw No. 12375".

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

1. THAT City of Kelowna Zoning Bylaw No. 12375 be amended by changing the zoning classification of:
 - a. Lot 1 Section 20 Township 26 ODYD Plan 9228, located on Elm Street;
 - b. Strata Lot 1 Section 20 Township 26 ODYD Strata Plan K529 Together With An Interest In Common Property In Proportion To The Unit Entitlement Of The Strata Lot As Shown On Form 1, located on Elm Street East;
 - c. Strata Lot 2 Section 20 Township 26 ODYD Strata Plan K529 Together With An Interest In Common Property In Proportion To The Unit Entitlement Of The Strata Lot As Shown On Form 1, located on Elm Street East, Kelowna, BC;from the RU₄ – Duplex Housing zone to the MF₁ – Infill Housing zone.
2. This bylaw shall come into full force and effect and is binding on all persons as and from the date of adoption.

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

Approved under the Transportation Act this

(Approving Officer – Ministry of Transportation)

Adopted by the Municipal Council of the City of Kelowna this

Mayor

City Clerk

CITY OF KELOWNA
MEMORANDUM

Date: September 7, 2023
File No.: Z23-0055
To: Urban Planning (TC)
From: Development Engineering Manager (NC)
Subject: 1447 Elm St & 1580-1590 Elm St E RU4 to MF1

The Development Engineering Branch has the following requirements associated with this application to rezone the subject property from RU4 - Duplex Housing to the MF1 - Infill Housing zone. Works and Services, attributable at time of Subdivision, are contained in the Development Engineering memo under file S23-0048. The Development Engineering Technician for this file is Sarah Kelly (skelly@kelowna.ca).

1. GENERAL

- a. The following comments and requirements are valid for a period of one (1) year from the reference date of this memo, or until the application has been closed, whichever occurs first.

2. PROPERTY-SPECIFIC REQUIREMENTS

- a. A road dedication of approximately 1.5m along the entire frontage of Elm St E is required to achieve a ROW width of 18 m in accordance with Typical Section XS-R27 and OCP Functional Road Classification objectives.
- b. A road dedication of approximately 1.5m along the entire frontage of Elm St is required to achieve a ROW width of 18 m in accordance with Typical Section XS-R27 and OCP Functional Road Classification objectives.
- c. A road dedication of approximately 0.8m along the entire frontage of the Laneway is required to achieve a ROW width of 7.6 m in accordance with Typical Section XS-R02 and OCP Functional Road Classification objectives.
- d. Road dedication at the corner of Elm St & Elm St E and Elm St & Laneway is required as necessary to provide 3m x 3m corner cut.



Nelson Chapman P.Eng.
Development Engineering Manager

ATTACHMENT A	
This forms part of application	
# Z23-0055	
Planner Initials	TC
 City of Kelowna DEVELOPMENT PLANNING	

SK

August 31, 2023

Kelowna Project Number: To be determined
GSDM Project Number: 23-008

The Planning Department,
City of Kelowna

Re: Development Application – 1447 Elm Street & 1580/1590 Elm Street E, Kelowna

The developer has submitted a development application and proposes to rezone existing two RU4 zoned parcels to MF-1 zone and subdivide the existing parcels into four parcels. As a part of development application requirement, a rational is required on the proposed zone.

The Rational in support of the proposed rezoning is as follows:

- **Proximity to the BC Translink:** The subject site is located on north of Bernard Avenue, which has been designated as major arterial road in the City Transportation plan. Bernard Avenue currently supports a BC Transit system and the existing bus stop is walking distance from the subject site. The subject site is connected to the nearest bus stop via pedestrian network of walkways.
- **Proximity to local Park Area:** The subject site is located east of local Duggan Park which includes off-leash dog area. These parks are pedestrian accessible and are within 150m from the subject site.
- **Proximity to Recreation Park:** The subject site is located on north of Parkinson Recreation Center. This park supports a number of soccer fields, tennis courts and indoor rec-center. The proposed density will be complementing the great facilities available for the end users on the subject site.
- **Proximity to major core urban areas:** The subject site is located north of Capri Landmark and east of downtown core urban areas. The proposed land use compliments the close proximity and fit well.
- **OCP 2040 Designation:** The subject site has been designated as C-NHD in the OCP 2040. This designation allows the properties to provide a variety of ground-oriented housing choices in the Core Area close to urban Centres, existing services and infrastructure. The proposed land use compliments the OCP designation and fits well in the area. The C-NHD designation supports the proposed land use.

Based on the above noted rational, we believe the proposed land use is consistent with the vision of Council, staff and neighbourhood. Our client looks forward to the Planning Department's support on the proposed development.

Nirvair Singh

 GurSimer
Design and
Management Inc.

Tel: 778-895-6358 | Email: nirvair@gs-dm.com

ATTACHMENT		B
This forms part of application		
# Z23-0055		
Planner Initials	TC	 City of Kelowna DEVELOPMENT PLANNING



City of
Kelowna

Z23-0055

1447 Elm Street and 1580-1590 Elm Street E

Rezoning Application

Purpose

- ▶ To rezone the subject properties from the RU₄ – Duplex Housing zone to the MF₁ – Infill Housing zone to facilitate a four-lot subdivision.

Development Process



Aug 23, 2023

Development Application Submitted



Staff Review & Circulation



Oct 30, 2023

Public Notification Received



Nov 20, 2023

Initial Consideration



Reading Consideration or Public Hearing



Final Reading



Building Permit



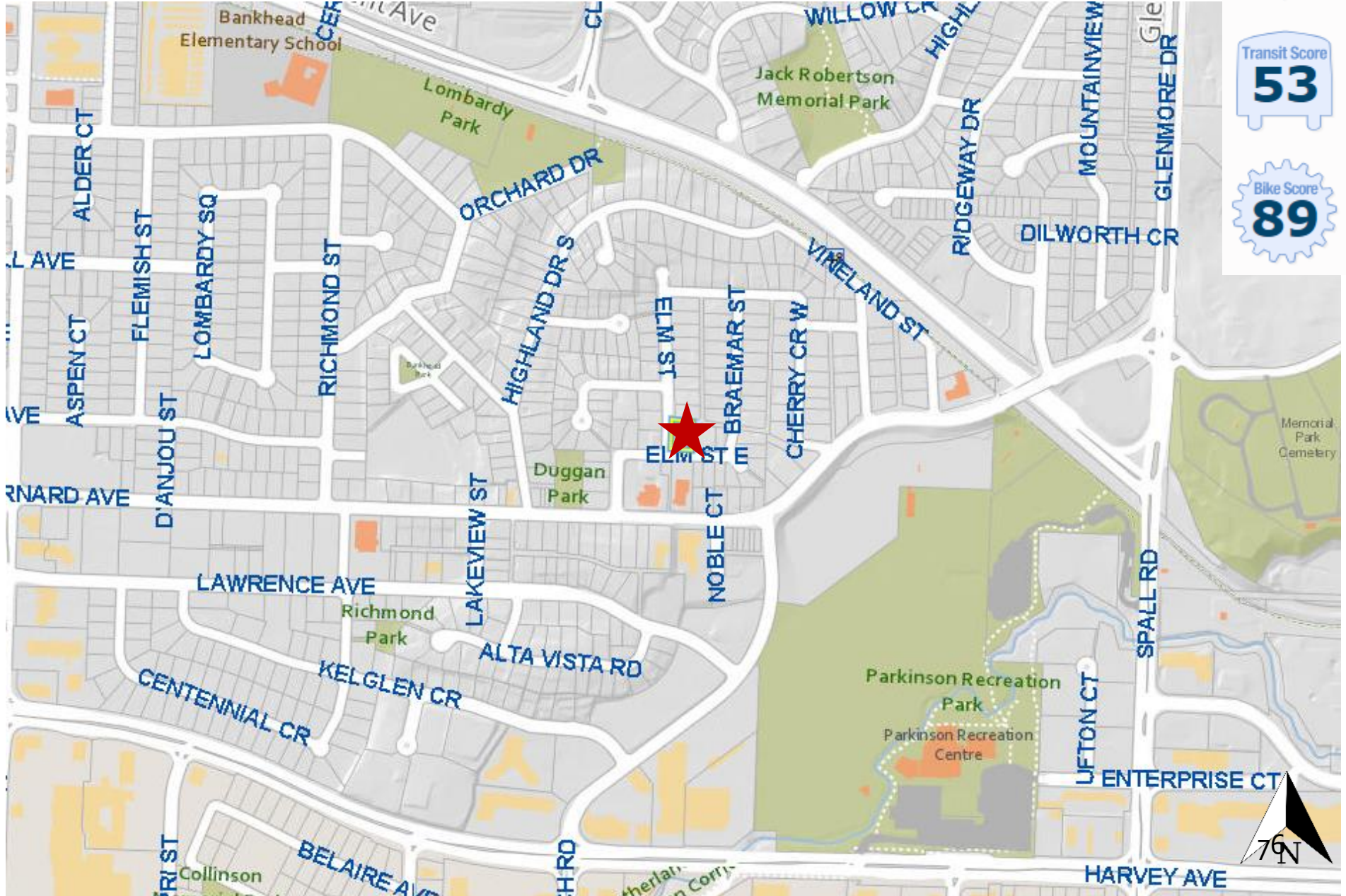
Council Approvals

Context Map

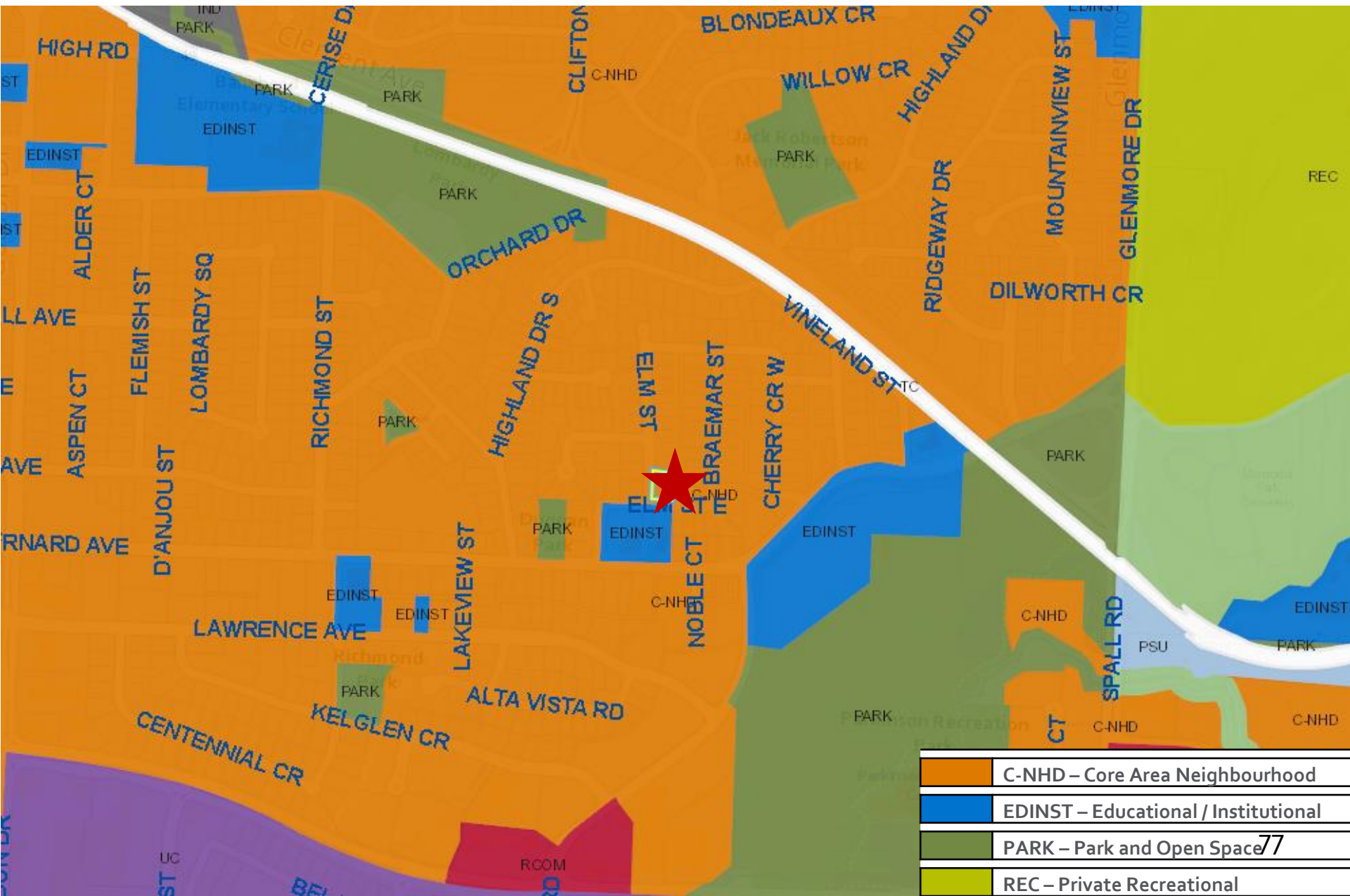
Walk Score
68





Transit Score
53

Bike Score
89



OCP Future Land Use



	C-NHD – Core Area Neighbourhood
	EDINST – Educational / Institutional
	PARK – Park and Open Space
	REC – Private Recreational

Subject Property Map



Project Details

- ▶ The property has Future Land Use Designation of Core-Area Neighbourhood.
- ▶ The property is in closed proximity to the Apple Bowl and Parkinson Recreation Park/Centre.
- ▶ The Rezoning to the MF₁ zone is to facilitate a four-lot subdivision.
 - ▶ A Development Permit would be required for each MF₁ lot.
 - ▶ All vehicle access would be required on the lane.

OCP Objectives & Policies

- ▶ Policy 5.3.1. Ground Oriented Infill.
 - ▶ The subject property is adding four new MF1 lots, which offers a subtle transition in density.
- ▶ Policy 5.11.1. Diverse Housing Tenures.
 - ▶ The proposal adds meaningful density in an established area.

Staff Recommendation

- ▶ Staff recommend **support** for the proposed rezoning as it is consistent with:
 - ▶ OCP Future Land Use C-NHD
 - ▶ OCP Objectives in Chapter 5 Core Area
 - ▶ Ground Oriented Infill
 - ▶ Diverse Housing Tenures

Report to Council



Date: November 20, 2022
To: Council
From: City Manager
Department: Office of the City Clerk
Subject: Rezoning Bylaws Supplemental Report to Council

Recommendation:

THAT Council receives, for information, the report from the Office of the City Clerk dated November 20, 2023, with respect to three rezoning applications;

AND THAT Rezoning Bylaws No. 12591, 12592 and 12593 be forwarded for further reading consideration.

Purpose:

To receive a summary of notice of first reading for Rezoning Bylaws No. 12591, 12592 and 12593 and to give the bylaws further reading consideration.

Background:

Zoning bylaws that are consistent with the OCP do not require a public hearing. Public notice is given before first reading with signage on the subject property, newspaper advertisements, and mailouts in accordance with the Local Government Act and Development Application & Heritage Procedures Bylaw No. 12310.

Discussion:

The three Rezoning Applications were brought forward to Council for initial consideration on October 30, 2023 and November 6, 2023. Notice of first reading was completed as outlined above.

Correspondence was received as per the following table:

Address	Application	Bylaw	Recommended Readings	Date of Initial Consideration	Correspondence Received
450 Montgomery Rd	Z23-0060	12591	1 st , 2 nd , 3 rd	October 30	0
3256 Appaloosa Rd	Z23-0024	12592	1 st , 2 nd , 3 rd	November 6	0
3593 Lakeshore Rd	Z23-0036	12593	1 st , 2 nd , 3 rd	October 30	1 - opposition

These applications were brought forward with a recommendation of support from the Development Planning Department. Staff are recommending Council proceed with further readings of the Bylaws.

Conclusion:

Following notice of first reading, staff are recommending that Council give Rezoning Bylaws No. 12591, 12592 and 12593 further reading consideration.

Internal Circulation:

Considerations applicable to this report:

Legal/Statutory Authority:

Local Government Act s. 464(2)

Legal/Statutory Procedural Requirements:

Following the notification period under s. 467 of the Local Government Act, Council may choose to:

- give a bylaw reading consideration,
- give a bylaw first reading and advance the bylaw to a Public Hearing, or
- defeat the bylaw.

Considerations not applicable to this report:

Existing Policy:

Financial/Budgetary Considerations:

External Agency/Public Comments:

Communications Comments:

Submitted by: L Klaamas, Legislative Technician

Approved for inclusion: S Fleming, City Clerk

cc: Development Planning

CITY OF KELOWNA
BYLAW NO. 12591
Z23-0060
450 Montgomery Road

A bylaw to amend the "City of Kelowna Zoning Bylaw No. 12375".

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

1. THAT City of Kelowna Zoning Bylaw No. 12375 be amended by changing the zoning classification of Lot 11 Section 26 Township 26 ODYD Plan 7783, located on Montgomery Road, Kelowna, BC from the UC₄ – Rutland Urban Centre zone to the Rutland Urban Centre Rental Only zone.
2. This bylaw shall come into full force and effect and is binding on all persons as and from the date of adoption.

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

Approved under the Transportation Act this

(Approving Officer – Ministry of Transportation)

Adopted by the Municipal Council of the City of Kelowna this

Mayor

City Clerk

CITY OF KELOWNA
BYLAW NO. 12592
Z23-0024
3256 Appaloosa Road

A bylaw to amend the "City of Kelowna Zoning Bylaw No. 12375".

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

1. THAT City of Kelowna Zoning Bylaw No. 12375 be amended by changing the zoning classification of Lot 16 Section 2 Township 23 ODYD Plan 18861, located on Appaloosa Road, Kelowna, BC from the the A2 – Agriculture / Rural Residential zone to the I2 – General Industrial zone.
2. This bylaw shall come into full force and effect and is binding on all persons as and from the date of adoption.

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

Approved under the Transportation Act this

(Approving Officer – Ministry of Transportation)

Adopted by the Municipal Council of the City of Kelowna this

Mayor

City Clerk

CITY OF KELOWNA
BYLAW NO. 12593
Z23-0036
3593 Lakeshore Road

A bylaw to amend the "City of Kelowna Zoning Bylaw No. 12375".

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

1. THAT City of Kelowna Zoning Bylaw No. 12375 be amended by changing the zoning classification of Lot 10 District Lot 134 ODYD Plan 2988, located on Lakeshore Road, Kelowna, BC from the RU1 – Large Lot Housing zone to the MF3 – Apartment Housing zone.
2. This bylaw shall come into full force and effect and is binding on all persons as and from the date of adoption.

Read a first, 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: November 20, 2023
To: Council
From: City Manager
Subject: Glenmore Landfill – Wildfire Recovery Works and Funding
Department: Utility Services

Recommendation:

THAT Council receives for information the report from the Utility Services Department dated November 20, 2023, with respect to a request for Disaster Financial Assistance to the Province of British Columbia.

AND THAT the 2023 Financial Plan be amended to include \$1,400,000 for the repair of infrastructure at the Glenmore Landfill due to damage from the Clifton–McKinley Fire, to be funded from the Reserve for Sanitary Landfill with expectation of up to 80% of eligible costs being reimbursed upon successful application of Provincial Disaster Financial Assistance.

Purpose:

To seek Council’s approval for an emergent funding request to complete post wildfire recovery works at the Glenmore Landfill.

Council Priority Alignment:

Climate & Environment

Background:

On Friday, August 18, 2023, the Clifton-McKinley wildfire entered Glenmore Landfill. Staff evacuated the site while BC Wildfire and Kelowna Fire Department (KFD) began initial firefighting efforts. The Landfill remained closed to waste receiving for a week after the fire began so that landfill and other City staff could work 24 hours a day alongside KFD, and contractors to fully extinguish fires and hot spots. After cleaning up the immediate debris and ensuring that the site could be safely operated, the landfill resumed partial operation on August 25, 2023, and full operations on September 2, 2023.

The onsite fires were a combination of surficial fires (surface and undergrowth), along with some waste and compost pile fires. Monitoring for smoldering and additional hot spots continued into late September and was managed by landfill personnel.

After the initial fire response, landfill personnel began inspecting site infrastructure. There was limited damage to buildings and equipment. Two damaged areas needed to be addressed. Approximately a third of the landfill gas system was damaged or destroyed in the fire. Some piles of demolition debris were ignited in the Clifton-McKinley Fire, and the resulting ash and equipment handling compacted the waste creating barriers to the normal flow of water to the leachate collection system. Relocating and completely covering this waste will open the water flow and mitigate potential for future fires.

Consultants were engaged to provide damage assessment reports and cost estimates to reconstruct the damaged landfill gas system and relocate the burnt waste that is acting as a leachate barrier.

The estimated costs for supplying and installation of the landfill gas wells, pipes, headers and associated infrastructure are \$900,000. This includes materials, labour, equipment, contingency, and consulting.

The estimated cost for the relocation and placement of the burnt waste is \$500,000. This includes labour, equipment, and contingency.

Discussion:

Restoration and reconstruction works are required to bring the landfill back into designed operations and maximize landfill gas recovery to prevent methane emissions, a potent greenhouse gas.

The proposed amendment to the Financial Plan covers the cost of completing repairs. It is expected that Provincial Disaster Financial Assistance (application submitted on October 27, 2023) will reimburse up to 80 per cent of repair costs. Restoration would be funded from the Reserve for Sanitary Landfill, with the City paying the costs and then having the funds recovered.

Conclusion:

The Glenmore Landfill is requesting \$1,400,000 from the Reserve for Sanitary Landfill to complete remedial works and repair damages from the 2023 Clifton-McKinley wildfire. A Provincial Disaster Financial Assistance application has been submitted to recover up to 80 per cent of eligible costs.

Internal Circulation:

Financial Planning

Considerations applicable to this report:

Financial/Budgetary Considerations:

Staff are recommending that the 2023 Financial Plan be amended to include \$1,400,000 for the repair of infrastructure at the Glenmore Landfill due to damage from the Clifton-McKinley Fire with funding from the Sanitary Landfill reserve. Staff are also recommending that upon approval and receipt of the Provincial Disaster Financial Assistance application, that the funds received, expected to be up to 80% of eligible costs, be contributed to the Sanitary Landfill reserve as reimbursement.

Considerations not applicable to this report:

Communications Comments:

Legal/Statutory Authority:

Legal/Statutory Procedural Requirements:

Existing Policy:

Consultation and Engagement:

Submitted by: S. Hoekstra, Manager, Landfill and Compost Operations

Approved for inclusion: M. Logan, Infrastructure General Manager

cc:

M. Antunes, Financial Planning Manager



City of
Kelowna

Glenmore Landfill – Wildfire Recovery – Works and Funding

Utility Services | November 20, 2023

FIRE APPROACHING



PREPARATION



EVACUATION



FIRE RESPONSE



FIRE RESPONSE



FIRE RESPONSE



AREAS IMPACTED DURING FIRES

LANDFILL GAS DAMAGE AREA



BURNT WASTE PILES



LANDFILL GAS DAMAGE AREA



DAMAGED GAS SYSTEM

LATERAL CONNECTION BURNT



WELLFIELD DAMAGED



BURNT WASTE PILES



Acknowledgments

- ▶ Landfill Personnel
- ▶ KFD and YLW Fire
- ▶ City Departments
 - ▶ Roads Operations
 - ▶ Utility Construction
 - ▶ Parks
 - ▶ Building Services
 - ▶ Waste Water Staff
- ▶ Contractors/Hired equipment
- ▶ RDNO – Vernon Landfill
- ▶ District of Summerland Landfill
- ▶ RDOS – Campbell Mountain Landfill
- ▶ City of Vancouver – Technical Staff

Conclusion

- ▶ Due to infrastructure damage from the Clifton-McKinley wildfire, the Glenmore Landfill needs to perform remedial works
- ▶ Staff are requesting \$1,400,000 be added to the 2023 Solid Waste Financial Plan
- ▶ Provincial Disaster Financial Assistance Application submitted October 27, 2023
- ▶ Up to 80% of eligible costs would be recovered after the work is completed



Questions?

For more information, visit kelowna.ca.

Report to Council



Date: November 20, 2023
To: Council
From: City Manager
Subject: Crown Tenure – License of Occupation
Department: Real Estate

Recommendation:

THAT Council receive, for information, the Crown Tenure - License of Occupation report from the Real Estate Department dated November 20, 2023;

THAT Council agrees to acquire the License of Occupation as presented, for a term of thirty (30) years, from the Province, over those parts fronting on Lot 1 District Lot 134 and Sections 6, Township 26, Osoyoos Division of Yale District, Plan EPP55101, containing 0.0272 hectares, more or less, for the purpose of a Pedestrian Walkway;

AND THAT the Mayor and City Clerk be authorized to execute the License of Occupation.

Purpose:

To secure an interest on behalf of the City over those lands identified in the attached License of Occupation for a portion of a waterfront walkway in front of the Manteo Resort.

Background:

On August 24, 2008, the City and the Province of British Columbia (the "Province") entered into a License of Occupation for Crown lands legally described as:

"All that unsurveyed Crown foreshore being part of the bed of Okanagan Lake and fronting on Lot 1 District Lot 134 and section 6 Township 26, Osoyoos Division Yale District, Plan EPP55101 and containing 0.0272 hectares more or less,"

in relation to certain property that makes up a portion of the Manteo waterfront walkway (the "Lands"). The 2008 License of Occupation had a term of ten (10) years and expired August 24, 2018.

The City received correspondence from the Province dated September 18, 2023, offering a new License of Occupation over the Lands for a term of thirty (30) years, commencing August 24, 2018, a copy of which is attached as Schedule A.

Discussion:

The Lands constitute a portion of the Manteo waterfront walkway, which are subject to a Management Plan between the City and the Ministry of Forests, attached as Schedule B.

The Province requires Council to pass a resolution agreeing to enter into the 2018 License of Occupation.

Internal Circulation:

Parks

Considerations not applicable to this report:

Legal/Statutory Authority:

Legal/Statutory Procedural Requirements:

Existing Policy:

Financial/Budgetary Considerations:

Consultation and Engagement:

Submitted by: C. Passley, Manager, Property Management (Acting)

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

Licence No.:

File No.: 3409271

Disposition No.: 928786

THIS AGREEMENT is dated for reference August 24, 2018 and is made under the *Land Act*.

BETWEEN:

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

(the "Province")

AND:

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

(the "Licensee")

The parties agree as follows:

ARTICLE 1 - INTERPRETATION

1.1 In this Agreement,

"Agreement" means this licence of occupation;

"Commencement Date" means August 24, 2018;

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

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

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

- (a) waste, as that term is defined in the *Environmental Management Act*; and
- (b) any other hazardous, toxic or other dangerous substance, the use, transportation

or release into the environment of which, is now or from time to time prohibited, controlled or regulated under any laws or by any governmental authority, applicable to, or having jurisdiction in relation to, the Land;

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

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

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

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

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

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

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

- 1.2 In this Agreement, “person” includes a corporation, partnership or party, and the personal or other legal representatives of a person to whom the context can apply according to law and wherever the singular or masculine form is used in this Agreement it will be construed as the plural or feminine or neuter form, as the case may be, and vice versa where the context or parties require.
- 1.3 The captions and headings contained in this Agreement are for convenience only and do not define or in any way limit the scope or intent of this Agreement.
- 1.4 This Agreement will be interpreted according to the laws of the Province of British Columbia.
- 1.5 Where there is a reference to an enactment of the Province of British Columbia or of Canada in this Agreement, that reference will include a reference to every amendment to it, every regulation made under it and any subsequent enactment of like effect and, unless otherwise indicated, all enactments referred to in this Agreement are enactments of the Province of

British Columbia.

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

ARTICLE 2 - GRANT AND TERM

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

ARTICLE 3 - FEES

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

ARTICLE 4 - COVENANTS

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

- (d) in respect of the use of the Land by you or by any person who enters upon or uses the Land as a result of your use of the Land under this Agreement, keep the Land and the Improvements in a safe, clean and sanitary condition satisfactory to us, and at our written request, rectify any failure to comply with such a covenant by making the Land and the Improvements safe, clean and sanitary;
- (e) not commit any wilful or voluntary waste, spoil or destruction on the Land or do anything on the Land that may be or become a nuisance to an owner or occupier of land in the vicinity of the Land;
- (f) use and occupy the Land only in accordance with and for the purposes set out in the Management Plan;
- (g) not construct, place or affix any Improvement on or to the Land except as permitted in the Management Plan;
- (h) pay all accounts and expenses as they become due for work performed on or materials supplied to the Land at your request, on your behalf or with your permission, except for money that you are required to hold back under the *Builders Lien Act*;
- (i) if any claim of lien over the Land is made under the *Builders Lien Act* for work performed on or materials supplied to the Land at your request, on your behalf or with your permission, immediately take all steps necessary to have the lien discharged, unless the claim of lien is being contested in good faith by you and you have taken the steps necessary to ensure that the claim of lien will not subject the Land or any interest of yours under this Agreement to sale or forfeiture;
- (j) not alter or add to any Improvement without our prior written consent;
- (k) take all reasonable precautions to avoid disturbing or damaging any archaeological material found on or under the Land and, upon discovering any archaeological material on or under the Land, you must immediately notify the ministry responsible for administering the *Heritage Conservation Act*;
- (l) permit us, or our authorized representatives, to enter on the Land at any time to inspect the Land and the Improvements, including without limitation to test and remove soil, groundwater and other materials and substances, where the inspection may be necessary or advisable for us to determine whether or not you have complied with your obligations under this Agreement with respect to Hazardous Substances, provided that we take reasonable steps to minimize any disruption of your operations;
- (m) indemnify and save us and our servants, employees and agents harmless against all claims, actions, causes of action, losses, damages, costs and liabilities, including fees of solicitors and other professional advisors, arising out of one or more of the following:

- (i) any breach, violation or non-performance of a provision of this Agreement,
- (ii) any conflict between your use of the Land under this Agreement and the lawful use of the Land by any other person, and
- (iii) any personal injury, bodily injury (including death) or property damage occurring or happening on or off the Land by virtue of your entry upon, use or occupation of the Land,

and the amount of all such losses, damages, costs and liabilities will be payable to us immediately upon demand; and

- (n) on the termination of this Agreement,
 - (i) *peaceably quit and deliver to us possession of the Land and, subject to paragraphs (ii), (iii) and (iv), the Improvements in a safe, clean and sanitary condition,*
 - (ii) within 90 days, remove from the Land any Improvement you want to remove, if the Improvement was placed on or made to the Land by you, is in the nature of a tenant's fixture normally removable by tenants and is not part of a building (other than as a tenant's fixture) or part of the Land and you are not in default of this Agreement,
 - (iii) not remove any Improvement from the Land if you are in default of this Agreement, unless we direct or permit you to do so under paragraph (iv),
 - (iv) remove from the Land any Improvement that we, in writing, direct or permit you to remove, other than any Improvement permitted to be placed on or made to the Land under another disposition, and
 - (v) restore the surface of the Land as nearly as may reasonably be possible, to the condition that the Land was in at the time it originally began to be used for the purposes described in this Agreement, but if you are not directed or permitted to remove an Improvement under paragraph (iii), this paragraph will not apply to that part of the surface of the Land on which that Improvement is located,

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

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

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

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

unless

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

4.4 Despite any other provision of this Agreement you must:

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

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

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

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

4.5 We may from time to time

- (a) in the event of the expiry or earlier termination of this Agreement;
- (b) as a condition of our consideration of any request for consent to an assignment of this

Agreement; or

- (c) if we have a reasonable basis for believing that you are in breach of your obligations under this Agreement relating to Hazardous Substances;

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

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

ARTICLE 5 - LIMITATIONS

- 5.1 You agree with us that

- (a) in addition to the other reservations and exceptions expressly provided in this Agreement this Agreement is subject to the exceptions and reservations of interests, rights, privileges and titles referred to in section 50 of the *Land Act*;
- (b) other persons may hold or acquire rights to use the Land in accordance with enactments other than the *Land Act* or the *Ministry of Lands, Parks and Housing Act*, including rights held or acquired under the *Coal Act*, *Forest Act*, *Geothermal Resources Act*, *Mineral Tenure Act*, *Petroleum and Natural Gas Act*, *Range Act*, *Water Sustainability Act* or *Wildlife Act* (or any prior or subsequent enactment of the Province of British Columbia of like effect); such rights may exist as of the Commencement Date and may be granted or acquired subsequent to the Commencement Date and may affect your use of the Land;
- (c) other persons may hold or acquire interests in or over the Land granted under the *Land Act* or the *Ministry of Lands, Parks and Housing Act*; such interests may exist as of the Commencement Date; following the Commencement Date we may grant such interests (including fee simple interests, leases, statutory rights of way and licences); you acknowledge that your use of the Land may be affected by such interests and the area or boundaries of the Land may change as a result of the granting of such interests;

- (d) you have no right to compensation from us and you release us from all claims, actions, causes of action, suits, debts and demands that you now have or may at any time in the future have against us arising out of any conflict between your use of the Land under this Agreement and any use of, or impact on the Land arising from the exercise, or operation of the interests, rights, privileges and titles described in subsections (a), (b), and (c);
- (e) this Agreement does not limit any right to notice, compensation or any other benefit that you may be entitled to from time to time under the enactments described in subsection (b), or any other applicable enactment;
- (f) you will not commence or maintain proceedings under section 65 of the *Land Act* in respect of any interference with your use of the Land as permitted under this Agreement that arises as a result of the lawful exercise or operation of the interests, rights, privileges and titles described in subsections (a), (b) and (c);
- (g) you will not remove or permit the removal of any Improvement from the Land except as expressly permitted or required under this Agreement;
- (h) any interest you may have in the Improvements ceases to exist and becomes our property upon the termination of this Agreement, except where an Improvement may be removed under paragraph 4.1(n)(ii), (iii) or (iv) in which case any interest you may have in that Improvement ceases to exist and becomes our property if the Improvement is not removed from the Land within the time period set out in paragraph 4.1(n)(ii) or the time period provided for in the direction or permission given under paragraph 4.1(n)(iii); and
- (i) if, after the termination of this Agreement, we permit you to remain in possession of the Land and we accept money from you in respect of such possession, a tenancy from year to year will not be created by implication of law and you will be deemed to be a monthly occupier only subject to all of the provisions of this Agreement, except as to duration, in the absence of a written agreement to the contrary.

ARTICLE 6 - SECURITY AND INSURANCE

- 6.1 On the Commencement Date, you will deliver to us Security in the amount of \$0.00 which will
- (a) *guarantee the performance of your obligations under this Agreement;*
 - (b) be in the form required by us; and
 - (c) remain in effect until we certify, in writing, that you have fully performed your obligations under this Agreement.

- 6.2 Despite section 6.1, your obligations under that section are suspended for so long as you maintain in good standing other security acceptable to us to guarantee the performance of your obligations under this Agreement and all other dispositions held by you.
- 6.3 We may use the Security for the payment of any costs and expenses associated with any of your obligations under this Agreement that are not performed by you or to pay any overdue Fees and, if such event occurs, you will, within 30 days of that event, deliver further Security to us in an amount equal to the amount drawn down by us.
- 6.4 After we certify, in writing, that you have fully performed your obligations under this Agreement, we will return to you the Security maintained under section 6.1, less all amounts drawn down by us under section 6.3.
- 6.5 You acknowledge that we may, from time to time, notify you to
- (a) *change the form or amount of the Security; and*
 - (b) provide and maintain another form of Security in replacement of or in addition to the Security posted by you under this Agreement;

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

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

- (d) if the required insurance policy or policies expire or are cancelled before the end of the Term of this Agreement, provide within 10 working days of the cancellation or expiration, evidence of new or renewal policy or policies of all required insurance in the form of a completed "Province of British Columbia Certificate of Insurance";
- (e) notwithstanding subsection (c) or (d) above, if requested by us, provide to us certified copies of the required insurance policies.

6.7 We may, acting reasonably, from time to time, require you to

- (a) change the amount of insurance set out in subsection 6.6(a); and
- (b) provide and maintain another type or types of insurance in replacement of or in addition to the insurance previously required to be maintained by you under this Agreement;

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

- 6.8 You shall provide, maintain, and pay for any additional insurance which you are required by law to carry, or which you consider necessary to insure risks not otherwise covered by the insurance specified in this Agreement in your sole discretion.
- 6.9 You waive all rights of recourse against us with regard to damage to your own property.

ARTICLE 7 - ASSIGNMENT

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

ARTICLE 8 - TERMINATION

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

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

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

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

ARTICLE 9 - DISPUTE RESOLUTION

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

ARTICLE 10 - NOTICE

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

MINISTRY OF FORESTS
441 Columbia Street
Kamloops, BC V2C 2T3;

to you

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

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

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

ARTICLE 11 - MISCELLANEOUS

- 11.1 No provision of this Agreement will be considered to have been waived unless the waiver is in writing, and a waiver of a breach of a provision of this Agreement will not be construed as or constitute a waiver of any further or other breach of the same or any other provision of this Agreement, and a consent or approval to any act requiring consent or approval will not waive or render unnecessary the requirement to obtain consent or approval to any subsequent same or similar act.
- 11.2 No remedy conferred upon or reserved to us under this Agreement is exclusive of any other remedy in this Agreement or provided by law, but that remedy will be in addition to all other remedies in this Agreement or then existing at law, in equity or by statute.
- 11.3 The grant of a sublicense, assignment or transfer of this Agreement does not release you from your obligation to observe and perform all the provisions of this Agreement on your part to be observed and performed unless we specifically release you from such obligation in our consent to the sublicense, assignment or transfer of this Agreement.
- 11.4 This Agreement extends to, is binding upon and enures to the benefit of the parties, their heirs,

executors, administrators, successors and permitted assigns.

11.5 If, due to a strike, lockout, labour dispute, act of God, inability to obtain labour or materials, law, ordinance, rule, regulation or order of a competent governmental authority, enemy or hostile action, civil commotion, fire or other casualty or any condition or cause beyond your reasonable control, other than normal weather conditions, you are delayed in performing any of your obligations under this Agreement, the time for the performance of that obligation will be extended by a period of time equal to the period of time of the delay so long as

- (a) you give notice to us within 30 days of the commencement of the delay setting forth the nature of the delay and an estimated time frame for the performance of your obligation; and
- (b) you diligently attempt to remove the delay.

11.6 You acknowledge and agree with us that

- (a) this Agreement has been granted to you on the basis that you accept the Land on an “as is” basis;
- (b) without limitation we have not made, and you have not relied upon, any representation or warranty from us as to
 - (i) the suitability of the Land for any particular use, including the use permitted by this Agreement;
 - (ii) the condition of the Land (including surface and groundwater), environmental or otherwise, including the presence of or absence of any toxic, hazardous, dangerous or potentially dangerous substances on or under the Land and the current and past uses of the Land and any surrounding land and whether or not the Land is susceptible to erosion or flooding;
 - (iii) the general condition and state of all utilities or other systems on or under the Land or which serve the Land;
 - (iv) the zoning of the Land and the bylaws of any government authority which relate to the development, use and occupation of the Land; and
 - (v) the application of any federal or Provincial enactment or law to the Land;
- (c) you have been afforded a reasonable opportunity to inspect the Land or to carry out such other audits, investigations, tests and surveys as you consider necessary to investigate those matters set out in subsection (b) to your satisfaction before entering

into this Agreement;

- (d) you waive, to the extent permitted by law, the requirement if any, for us to provide you with a "site profile" under the *Environmental Management Act* or any regulations made under that act;
- (e) we are under no obligation, express or implied, to provide financial assistance or to contribute toward the cost of servicing, creating or developing the Land or the Improvements and you are solely responsible for all costs and expenses associated with your use of the Land and the Improvements for the purposes set out in this Agreement; and
- (f) we are under no obligation to provide access or services to the Land or to maintain or improve existing access roads.

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

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

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

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

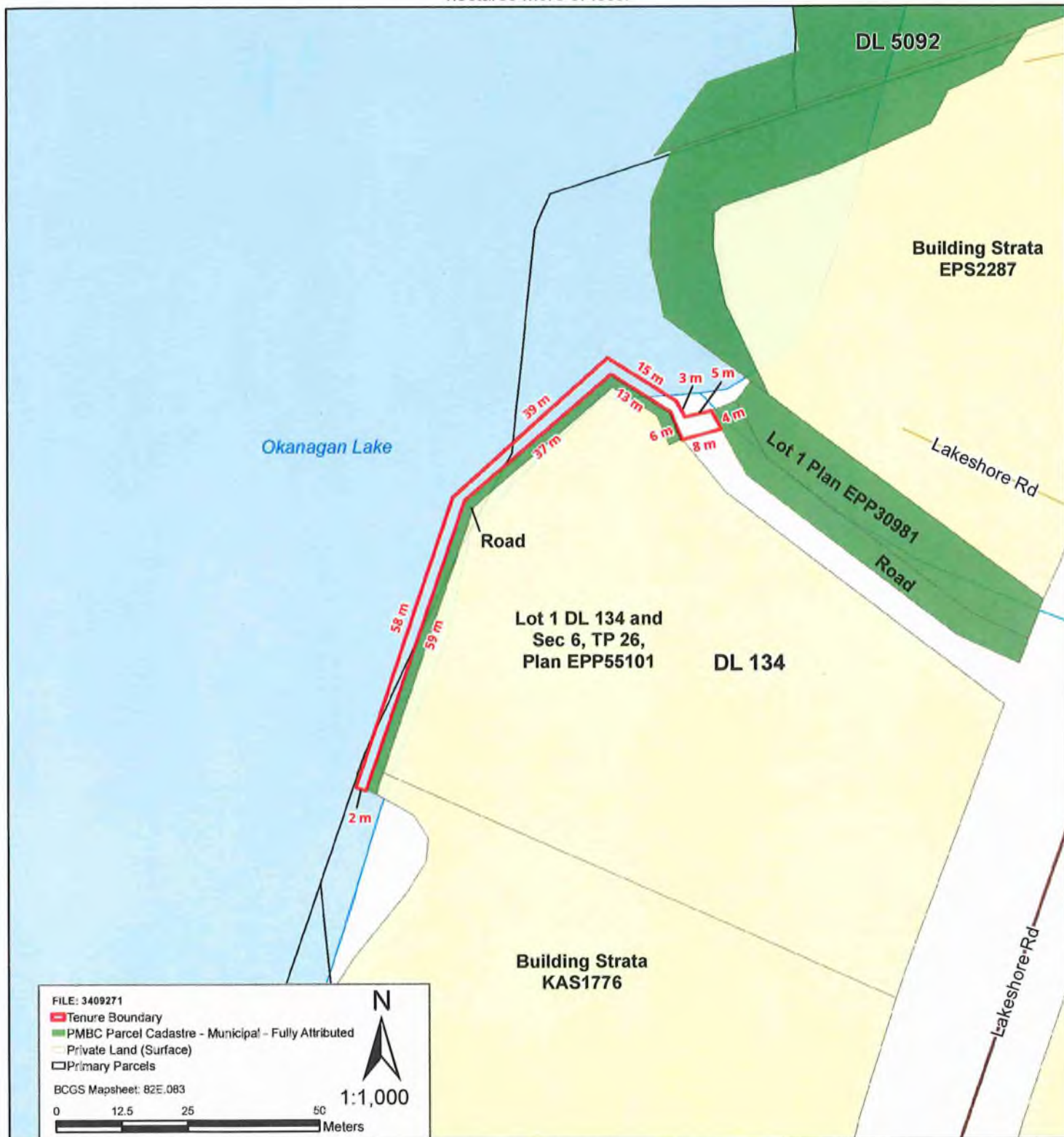
Minister responsible for the *Land Act*
or the minister's authorized representative

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

Authorized Signatory

LEGAL DESCRIPTION SCHEDULE

All that unsurveyed Crown foreshore being part of the bed of Okanagan Lake and fronting on Lot 1 District Lot 134 and Section 6 Township 26, Osoyoos Division Yale District, Plan EPP55101 and containing 0.0272 hectares more or less.



MANAGEMENT PLAN

File #3409271

Document #

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

The signature of the Province's authorized representative is solely for the purpose of acknowledging the Province's acceptance of this document as the Management Plan for the purposes of the tenure document and does not represent a certification by the Province or its signatory of any factual content or acceptance of professional responsibility by the Province's signatory for any advice or analysis contained in this document.

Authorized Signatory
Ministry of Forests

Print Name

Title

Date

SIGNED
City of Kelowna

Authorized Signatory

Print Name

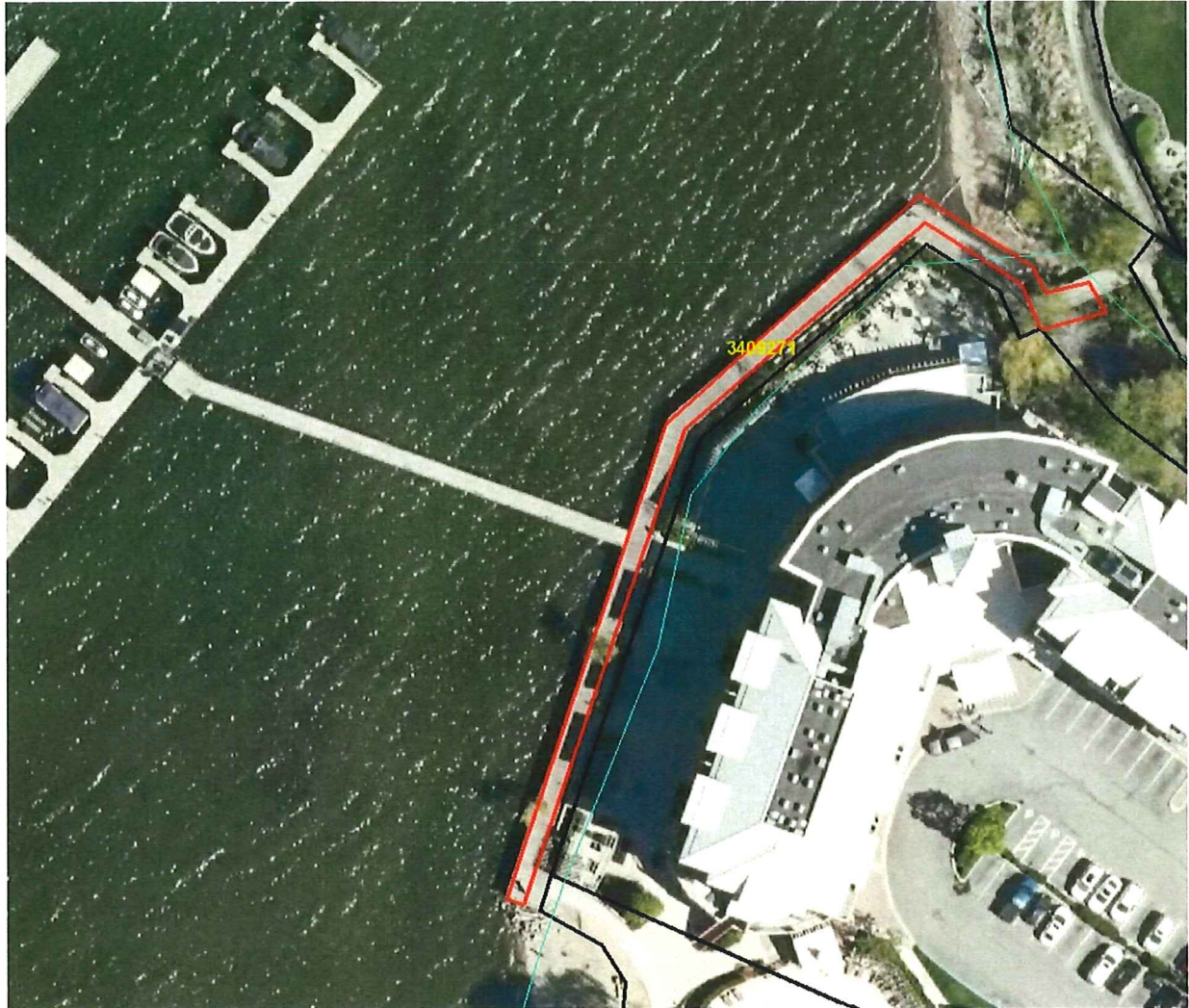
Title


Date

Management Plan

- On terms and conditions set out in the Agreement, the Land may be used and occupied for Rip Rap, concrete overhanging walkway and foot bridge purposes as set out in this Management Plan
- This Management Plan supersedes all previous Management Plans
- The attached site map depicts the improvements. You must not construct, place or affix any improvements on or to the Land without prior written consent.
- You must take all reasonable precautions to avoid disturbing or damaging any archaeological material found on or under the Land, and upon discovering any archaeological material on or under the Land, you must immediately notify the ministry responsible for administering the *Heritage Conservation Act*.

Site Plan





A photograph of a couple walking away from the camera on a dirt path through a forest. The trees are covered in bright yellow autumn leaves. In the distance, another person is walking a dog on the same path. The scene is brightly lit, suggesting a sunny day.

Crown Tenure - License of Occupation Renewal

November 20, 2023

License Area



-  License Area
-  Road Right-of-way



License of Occupation

- ▶ License is for a portion of the boardwalk and underlying rip rap
- ▶ Previous license was a 10-year term and expired on August 24, 2018
- ▶ 30-year term
- ▶ Fee is \$1



Questions?

For more information, visit kelowna.ca.