

# City of Kelowna

## Regular Council Meeting

### AGENDA



Monday, October 2, 2017  
 1:30 pm  
 Council Chamber  
 City Hall, 1435 Water Street

#### Pages

#### 1. Call to Order

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

#### 2. Confirmation of Minutes

4 - 12

PM Meeting - September 18, 2017

#### 3. Development Application Reports & Related Bylaws

- |     |  |          |
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| 3.1 | 4629 Lakeshore Rd, BL11478 (Amendment to HRA17-0001) - City of Kelowna and JEM HTB Properties Inc. | 13 - 115 |
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To amend the Heritage Revitalization Agreement Bylaw No. 11408 for the subject property known as the "Surtees Property".

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| 3.2 | 4629 Lakeshore Rd, BL11478 (Amendment to HRA17-0001) - City of Kelowna and JEM HTB Properties Inc | 116 - 119 |
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To give Bylaw No. 11478 first reading in order to amend the Heritage Revitalization Agreement Authorization Bylaw No. 11480.

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| 3.3 | 1065 & 1075 Leathead Rd and 500 Fleming Rd, Z17-0040 - Balkar Gosal, Ranjit Heer and Satwinder and Amarjit Dhesi | 120 - 132 |
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To rezone the subject properties to facilitate the development of multiple dwelling housing on the subject properties.

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| 3.4 | 1065 & 1075 Leathead Rd and 500 Fleming Rd, BL11486 (Z17-0040) - Balkar Gosal, Ranjit Heer and Satwinder & Amarjit Dhesi | 133 - 133 |
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To give Bylaw No. 11486 first reading in order to rezone the subject property from the RU1 - Large Lot Housing zone to the RM4 - Transitional Low Density Housing zone.

<b>3.5</b>	<b>1655 Dilworth Dr, Z17-0055 - PC Urban Enterprise Holdings Ltd</b>	<b>134 - 162</b>
	To consider a rezoning application on the subject property from the I3 – Heavy Industrial Zone to the I2 – General Industrial Zone.	
<b>3.6</b>	<b>1655 Dilworth Dr, BL11493 (Z17-0055) - PC Urban Enterprise Holdings</b>	<b>163 - 163</b>
	To give Bylaw No. 11493 first reading in order to rezone the subject property from the I3 - Heavy Industrial zone to the I2 - General Industrial zone.	
<b>4.</b>	<b>Bylaws for Adoption (Development Related)</b>	
<b>4.1</b>	<b>289-291 Valley Rd, Z17-0002 (BL11372) - City of Kelowna</b>	<b>164 - 164</b>
	To adopt Bylaw No. 11372 in order to rezone the subject property from the A1 - Agriculture 1 zone to the P5 - Municipal District Park zone.	
<b>4.2</b>	<b>BL11474 - Amendment No. 1 to Housing Agreement Bylaw No. 10624, 2149, 2159, 2169, 2179 and 2189 Pandosy St</b>	<b>165 - 169</b>
	To adopt Bylaw No. 11474 in order to amend Housing Agreement Bylaw No. 10624	
<b>5.</b>	<b>Non-Development Reports &amp; Related Bylaws</b>	
<b>5.1</b>	<b>Transit Service Agreement</b>	<b>170 - 195</b>
	To receive Council approval for the Transit Service Agreement and receive Council authorization to sign the Transit Service Agreement.	
<b>5.2</b>	<b>Project Budget Transfer Requests - Rapid Bus and Transit Exchanges</b>	<b>196 - 221</b>
	To access and utilize surplus budget from the Rapid Bus project and unused Gas Tax budget from the Queensway Security Pavilion project, re-allocating this combined funding to the Rutland Transit Exchange – Phase 2 project.	
<b>5.3</b>	<b>Overview of 2018 Cultural Grants</b>	<b>222 - 261</b>
	To provide an overview of grant programs and processes to be administered by the Cultural Services Branch for 2018.	
<b>5.4</b>	<b>Amendment No. 35 to Sewerage System User Bylaw No. 3480</b>	<b>262 - 273</b>
	To amend the City of Kelowna's Sewerage System User Bylaw in order to allow the City to charge the University of British Columbia Okanagan (UBCO) a volumetric sanitary sewer rate based on the metered volume of discharge instead of the volume of water delivered to the property. And to increase the authority of the Utility Manager to accommodate the occasional variance to the Sewer Credit program within the bylaw.	



<b>5.5</b>	<b>BL11439 - Amendment No. 35 to Sewerage System User Bylaw No. 3480</b>	<b>274 - 275</b>
	To give first, second and third readings to Bylaw No. 11439 in order to amend the Sewerage System User Bylaw No. 3480.	
<b>5.6</b>	<b>New Glenmore Landfill Fill Plan</b>	<b>276 - 294</b>
	To report on the results of the engagement process to review the proposed Glenmore Landfill fill plan and to seek Council's endorsement and approval of the new fill plan.	
<b>5.7</b>	<b>Solid Waste Management Regulation Bylaw Amendments</b>	<b>295 - 306</b>
	To seek Council's approval to amend the Solid Waste Management Regulation Bylaw to set solid waste disposal fees for 2018 through 2020 and address other administrative items.	
<b>5.8</b>	<b>BL10741 - Amendment No. 9 to Solid Waste Management Regulation Bylaw No. 10106</b>	<b>307 - 313</b>
	To give Bylaw No. 10741 first, second and third readings in order to amend the Solid Waste Management Regulation Bylaw No. 10106.	
<b>5.9</b>	<b>Okanagan Rail Trail - Status Report</b>	<b>314 - 318</b>
	For the Interjurisdictional Development Team (IDT) to provide the elected leaders of the participating jurisdictions of the IDT with a report on the status of the rail trail project.	
<b>5.10</b>	<b>Laurel Packinghouse Courtyard – Budget transfer</b>	<b>319 - 331</b>
	To secure funding for the above noted project to enable it to proceed while the project team continues to pursue grant funding.	
<b>5.11</b>	<b>Lakeshore Park Naming</b>	<b>332 - 341</b>
	To seek Council endorsement to formalize the name of the new park site at 4020 Lakeshore Road.	

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

<b>6.1</b>	<b>BL11457 - Amendment No. 5 to Revitalization Tax Exemption Program Bylaw No. 9561</b>	<b>342 - 344</b>
	To adopt Bylaw No. 11457 in order to amend the Revitalization Tax Exemption Program Bylaw No. 9561.	

## **7. Mayor and Councillor Items**

## **8. Termination**



**City of Kelowna  
Regular Council Meeting  
Minutes**

Date: Monday, September 18, 2017  
 Location: Council Chamber  
 City Hall, 1435 Water Street

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

Staff Present City Manager, Ron Mattiussi\*; Deputy City Manager, Joe Creron\*; Deputy City Clerk, Karen Needham, Sport & Event Services Manager, Doug Nicholas\*; Planner Specialist, Ross Sauer\*; Long Range Policy Planning Manager, James Moore\*; Divisional Director, Community Planning & Strategic Investments, Doug Gilchrist; Community Planning Department Manager, Ryan Smith\*, Urban Planning Manager Terry Barton\*; Suburban & Rural Planning Manager, Todd Cashin\*; Planner Specialist, Melanie Steppuhn\*; Planner, Emily Williamson\*; Divisional Director, Corporate & Protective Services, Rob Mayne\*; Real Estate Services Manager, John Saufferer\*; Property Officer, Ben Walker\*; Legislative Systems Coordinator, Arlene McClelland

(\* denotes partial attendance)

**1. Call to Order**

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

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

**2. Confirmation of Minutes**

Councillor Gray advised that under Councillor Items her comment was that at a recent Okanagan Basin Water Board meeting it was noted that the province had agreed to review flood responses in the Okanagan

Moved By Councillor Hodge/Seconded By Councillor Gray

R743/17/09/18 THAT the Minutes of the Regular Meetings of September 11, 2017 be confirmed as amended.

Carried

### 3. Public in Attendance

#### 3.1 Memorandum of Understanding - City of Kelowna / UBC Okanagan

Staff:

- Provided an overview of the ongoing relationship with UBCO and the purpose of a Memorandum of Understanding.

Deputy Vice-Chancellor Deborah Buszard, UBCO

- Provided an overview of the Memorandum of Understanding between UBC Okanagan and the City of Kelowna.

Moved By Councillor Stack/Seconded By Councillor Singh

**R744/17/09/18** THAT Council approves the City entering into a Memorandum of Understanding with UBC Okanagan in the form attached to the Report of the Divisional Director, Community Planning and Strategic Investments dated September 18, 2017;

AND THAT the Mayor and City Clerk be authorized to executed all documents necessary, in order to complete this transaction.

Carried

#### 3.2 International Children's Games Committee Update

Doug Nicholas, Sport & Event Services Manager

- Provided background information regarding the International Children's Games Committee and Introduced Heather Schneider, Society President and Lance MacDonald, Kelowna's Head of Delegation in Lithuania

Heather Schneider, Society President & Lance MacDonald, Kelowna's Head of Delegation in Lithuania

- Displayed a PowerPoint Presentation summarizing the annual activities of the International Children's Games Kelowna.
- Volleyball Fair Play Award winners Max and Maxim spoke to their experience being part of the Kelowna team and in competition.

### 4. Development Application Reports & Related Bylaws

#### 4.1 TA17-0005 - RU7 – Infill Housing Zone Amendments

Councillor Gray declared a perceived conflict of interest due to living directly across the street from properties affected and departed the meeting 1:58 p.m.

Staff:

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

Moved By Councillor Stack/Seconded By Councillor Donn

**R745/17/09/18** THAT Official Community Plan Text Amendment Application No. OCP17-0019 to amend Kelowna 2030 – Official Community Plan Bylaw No. 10500 as outlined in Schedule "A" attached to the Report from the Community Planning Department dated August 28, 2017, be considered by Council;

AND THAT Zoning Bylaw Text Amendment Application No. TA17-0005 to amend City of Kelowna Zoning Bylaw No. 8000 as outlined in Schedule "B" attached to the Report from the Community Planning Department dated August 28, 2017 be considered by Council;



AND THAT the Text Amending Bylaws be forwarded to a Public Hearing for further consideration.

Carried

#### **4.2 OCP17-0019 (BL11490) - Amendment to Chapter 14 - Urban Design DP Guidelines**

Moved By Councillor Hodge/Seconded By Councillor Sieben

R746/17/09/18 THAT Bylaw No. 11490 be read a first time;

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

Carried

#### **4.3 TA17-0005 (BL11491) - RU7 - Infill Housing Zone Amendments**

Moved By Councillor Hodge/Seconded By Councillor Donn

R747/17/09/18 THAT Bylaw No. 11491 be read a first time.

Carried

Councillor Gray rejoined the meeting at 2:05 p.m.

#### **4.4 1915 Enterprise Way, Z17-0001 - Kelowna East Investments Ltd**

Councillor DeHart declared a conflict of interest as her employer is a major hotel in Kelowna and in close proximity to this development and departed the meeting at 2:06 p.m.

Staff:

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

Moved By Councillor Singh/Seconded By Councillor Hodge

R748/17/09/18 THAT Rezoning Application No. Z17-0001 to amend the City of Kelowna Zoning Bylaw No. 8000 by changing the zoning classification of Lot A District Lot 140 ODYD Plan KAP58184, located at 1915 Enterprise Way, Kelowna, BC from the C4 – Urban Centre Commercial zone to the CD17 – Mixed Use Commercial High Density zone be considered by Council;

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

AND THAT final adoption of the Rezoning Bylaw be considered subsequent to the outstanding conditions of approval as set out in Schedule "A" attached to the Report from the Community Planning Department dated September 18, 2017;

AND THAT final adoption of the Rezoning Bylaw be considered subsequent to the registration of a height restriction covenant to a maximum of six storeys on the subject property;

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

Carried**4.5 1915 Enterprise Way, BL11487 (Z17-0001) - Kelowna East Investments Ltd**Moved By Councillor Gray/Seconded By Councillor Hodge**R749/17/09/18** THAT Bylaw No. 11487 be read a first time.Carried

Councillor DeHart rejoined the meeting at 2:29 p.m.

Deputy City Manager resumed the Chair at 2:30 p.m.

**4.6 135 Mugford Rd, Z15-0059 - Okanagan Buddhist Cultural Centre - Extension Request**

Staff:

- Provided rationale for the one-year extension of the application and responded to questions from Council.

Moved By Councillor Sieben/Seconded By Councillor Hodge**R750/17/09/18** THAT in accordance with Development Application Procedures Bylaw No. 10540, the deadline for adoption of Rezoning Bylaw No. 11243, be extended from May 17, 2017 to May 17, 2018.Carried**4.7 2175 Pandosy St, Amended Housing Agreement and Development Permit Application**

Staff:

- Displayed a PowerPoint Presentation summarizing the application.
- Commented that since the application was previously approved there have been no changes to the proposal plans and the amendment to the housing agreement is for clarity on the rental housing units.

Moved By Councillor Given/Seconded By Councillor Gray**R751/17/09/18** THAT Council receives, for information, the Report from the Community Planning Department dated September 18, 2017 with respect to amendments to Housing Agreement Bylaw No. 10624 for the property located at 2175 Pandosy Street, formerly known as 2149, 2159, 2169, 2179 and 2189 Pandosy Street;

AND THAT Council gives reading consideration to Bylaw No. 11474, being Amendment No. 1 to Housing Agreement Bylaw No. 10624 authorizing an amendment to the Housing Agreement between the City of Kelowna and Pandosy Street Developments Ltd., which requires the owners to designate three dwelling units in an Extended Medical Treatment Facility as affordable rental housing for Lot A, District Lot 14, ODYD, Plan EPP27000, located at 2175 Pandosy Street, Kelowna, BC.;

AND THAT Council authorize the issuance of Development Permit No. DP17-0166 for the property legally known as Lot A, District Lot 14, ODYD, Plan EPP27000, located at 2175 Pandosy Street, Kelowna, BC., subject to the following:

1. The dimensions and siting of the building to be constructed on the land be in general accordance with Schedule "A";



2. The exterior design and finish of the building to be constructed on the land be in general accordance with Schedule "B";
3. Landscaping to be provided on the land be in general accordance with Schedule "C";
4. Prior to issuance of the Building Permit, the requirements of the Development Engineering Branch must be satisfied;
5. The applicant be required to post with the City a Landscape Performance Security deposit in the form of a "Letter of Credit" in the amount of 125% of the estimated value of the landscaping, as determined by a professional landscaper;

AND FURTHER THAT this Development Permit is valid for one (1) year from the date of Council approval, with no opportunity to extend.

Carried

**4.8 BL11474 - Amendment No. 1 to Housing Agreement Bylaw No. 10624, 2149, 2159, 2169, 2179 and 2189 Pandosy St**

Moved By Councillor Hodge/Seconded By Councillor Gray

R752/17/09/18 THAT Bylaw No. 11474 be read a first, second and third time.

Carried

**4.9 1160 McKenzie Rd, DP17-0130 - Karmjit and Avineet Gill**

Staff:

- Displayed a PowerPoint Presentation summarizing the application.
- Clarified that the entrance and exit is at McKenzie Road.
- Confirmed that removal of trees and all work has already taken place without permits and now seeking approval from Council with the Development Permit.
- Confirmed that the landscape plan has been identified and bonding must be completed before bonding is released.
- Responded to questions from Council.

Moved By Councillor Stack/Seconded By Councillor Donn

R753/17/09/18 THAT Council hear from the Applicant.

Carried

Avineet Gill, McKenzie Road, Owner

- Clarified that the house is his primary residence and that parents are also on title.
- Primary farming operations run by his father.
- The farmhouse is currently being used by someone that is taking care of irrigation and farm equipment maintenance on the property and monitoring wildlife that may try to enter the property.
- Confirmed that the wetland is on their property and has not been touched and takes ownership of its care.
- Will be directly managing the RV site and the intention is to be involved with the farming aspect and particularly interested in agri-tourism and education.
- Confirmed the RV site is seasonal only.
- Responded to questions from Council.

Staff:

- Confirmed that all conditions must be met before issuance of agri-tourism business license.
- This property is rezoned under the A1T and must adhere to all requirements.

Moved By Councillor Sieben/Seconded By Councillor Singh

**R754/17/09/18** THAT Council authorizes the issuance of Development Permit No. DP17-0130 for Lot 4, Section 25, Township 26, ODYD Plan 1760 Except Plan KAP60715, located at 1160 McKenzie Rd, Kelowna, BC subject to the following:

- a) The dimensions and siting of the building to be constructed on the land be in accordance with Schedule "A";
- b) Landscaping to be provided on the land be in accordance with Schedule "B"; and
- c) The applicant be required to post with the City a Landscape Performance Security deposit in the form of a "Letter of Credit" in the amount of 125% of the estimated value of the landscaping, as determined by a Registered Landscape Architect.

AND THAT the applicant be required to complete the above noted conditions of Council's approval of the Development Permit Application in order for the permits to be issued;

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

**Carried**

Councillors Stack and Donn - Opposed

## 5. **Bylaws for Adoption (Development Related)**

### 5.1 **BL11373 (OCP16-0022) - Temporary Farm Worker Housing OCP Amendments**

Moved By Councillor Gray/Seconded By Councillor Donn

**R755/17/09/18** THAT Bylaw No. 11373 be adopted.

**Carried**

### 5.2 **BL11374 (TA16-0015) Temporary Farm Worker Housing Amendments**

Moved By Councillor Donn/Seconded By Councillor Given

**R756/17/09/18** THAT Bylaw No. 11374 be adopted.

**Carried**

### 5.3 **BL11375 Amendment No. 5 to Development Applications Procedures Bylaw No. 10540**

Moved By Councillor Stack/Seconded By Councillor DeHart

**R757/17/09/18** THAT Bylaw No. 11375 be adopted.

**Carried**

### 5.4 **1700 & 1638 Tower Ranch Blvd, OCP16-0005 (BL11418) - Emil Anderson Construction Inc. 0935343 BC Ltd**

Moved By Councillor DeHart/Seconded By Councillor Stack

**R758/17/09/18** THAT Bylaw No. 11418 be adopted.

**Carried**

**5.5 1700 & 1638 Tower Ranch Blvd, Z16-0078 (BL11419) - Emil Anderson Construction Inc. 0935343 BC Ltd**

Moved By Councillor DeHart/Seconded By Councillor Stack

**R759/17/09/18** THAT Bylaw No. 11419 be adopted.

**Carried**

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

**6.1 Retroactive Pay - Regular Members of the RCMP**

Staff:

- Provided an overview of the proposed amendment to 2017 Financial Plan to include the retroactive payment for the new pay package for the regular Members of the RCMP and responded to questions from Council.

Moved By Councillor Donn/Seconded By Councillor Singh

**R760/17/09/18** THAT Council receives, for information, the report from the Police Services Manager dated September 18, 2017 with respect to the retroactive payment to regular members of the City of Kelowna's RCMP detachment;

AND THAT Council authorize the additional expenditure of \$1,111,297.92 for the new pay package that covers the period January 1, 2015 to December 31, 2016; AND FURTHER THAT the 2017 Financial Plan be amended to include \$1,111,297.92 funded from the RCMP Contract reserve.

**Carried**

**6.2 Long Term Lease: Portion of 4629 Lakeshore Road (the "Surtees Property")**

Staff:

- Displayed a PowerPoint Presentation summarizing the long term lease agreement with Worman Commercial.

Moved By Councillor Hodge/Seconded By Councillor Gray

**R761/17/09/18** THAT Council approves a long term land lease of a portion of 4629 lakeshore Road, as per the terms and conditions outlined in the Agreement to Lease between the City of Kelowna and JEM HTB Properties Inc. dated September 13, 2017, and attached to the report of the Manager, Real Estate Services dated September 18, 2017;

AND THAT the Mayor and City Clerk be authorized to execute all documents necessary to complete the Agreement to Lease;

AND THAT all funds received from the lease, estimated at \$200,000, be credited towards Project 286602R;

AND FURTHER THAT the 2017 Financial Plan be amended accordingly.

**Carried**



### 6.3 Revitalization Tax Exemption Program Update 2017

Councillor Stack declared a conflict of interest as within the report are implications that could affect his employer and departed the meeting at 3:30 p.m.

Staff:

- Displayed a PowerPoint Presentation summarizing the Revitalization Tax Exemption program and responded to questions from Council.

Moved By Councillor Given/Seconded By Councillor Singh

**R762/17/09/18** THAT Council receives, for information, the report from the Planner Specialist, dated September 18, 2017, regarding the status of the Revitalization Tax Exemption Bylaw and purpose-built rental housing tax incentive programs;

AND THAT Bylaw No. 11458 being Amendment No. 5 to Revitalization Tax Exemption Program Bylaw No. 9561 be forwarded for reading consideration.

Carried

### 6.4 BL11457 - Amendment No. 5 to Revitalization Tax Exemption Program Bylaw No. 9561

Moved By Councillor DeHart/Seconded By Councillor Hodge

**R763/17/09/18** THAT Bylaw No. 11457 be read a first, second and third time.

Carried

Councillor Stack rejoined the meeting at 3:47 pm

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

#### 7.1 BL11483 - Amendment No. 29 to Traffic Bylaw No. 8120

Moved By Councillor DeHart/Seconded By Councillor Stack

**R764/17/09/18** THAT Bylaw No. 11483 be read adopted.

Carried

#### 7.2 BL11485 - Amendment No. 8 to Solid Waste Management Bylaw No. 10106

Moved By Councillor Stack/Seconded By Councillor DeHart

**R765/17/09/18** THAT Bylaw No. 11485 be adopted.

Carried

### 8. Mayor and Councillor Items

Councillor DeHart:

- Spoke to her attendance at the Central Okanagan Foundation's Canada 150 Mosaic Project.
- Cops for Kids returned on Sunday and raised \$300,000.

Councillor Sieben:

- Spoke to his attendance, along with Councillors DeHart and Stack, at the Me to We Event.

Councillor Gray:

- Made comment that next week is the UBCM Conference and will be in attendance.

Councillor Donn:

- Commented that the Breakout West Music Festival wrapped up in Edmonton and announced that Kelowna will be the host city in 2018.

Councillor Given:

- Reminder of the Regional Parks Acquisition Announcement and Dinner on Thursday September 21<sup>st</sup>, 2017.

Mayor Basran:

- Thanked KPMG for bringing speaker Craig Keilberger of the Me to We Event to Kelowna.
- Congratulated CHBC, now Global Okanagan TV, on their 60<sup>th</sup> Anniversary and commented that Global will present Live News at Stuart Park on September 21<sup>st</sup>.

#### 9. Termination

This meeting was declared terminated at 3:56 p.m.

\_\_\_\_\_  
Mayor

*[Signature]*

\_\_\_\_\_  
Deputy City Clerk

/acm

# REPORT TO COUNCIL



**Date:** October 02, 2017

**RIM No.** 1125-01-011

**To:** City Manager

**From:** Real Estate Services

**Application:** HRA17-0001

**Owner:** City of Kelowna

**Address:** 4629 Lakeshore Rd

**Applicant:** Worman Resources Inc.

**Subject:** Heritage Revitalization Agreement Amendment

Existing OCP Designation: Park

Existing Zone: P3 – Parks and Open Space

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## 1.0 Recommendation

THAT Council consider a Bylaw which would authorize the City of Kelowna to amend Bylaw No. 11408 Heritage Revitalization Agreement Authorization Bylaw for the property known as Lot A, Section 25, Township 28, SDYD, Plan KAP71341, located at 4629 Lakeshore Road, Kelowna, BC;

AND THAT the Bylaw to amend the Heritage Revitalization Agreement Authorization Bylaw be forwarded to a Public Hearing for consideration.

## 2.0 Purpose

To amend the Heritage Revitalization Agreement Bylaw No. 11408 for the subject property known as the "Surtees Property".

## 3.0 Community Planning

On June 12, 2017 Council adopted Heritage Revitalization Agreement Bylaw No. 11408. An amendment to Bylaw No. 11408 is required in order to make the Heritage Revitalization Agreement consistent with the contemplated long-term lease of 4629 Lakeshore Road, as per the attached Schedule B – Amendment Agreement.

**Report prepared by:** Ben Walker, Property Officer

**Reviewed by:** John Saufferer, Real Estate Services Manager

**Approved for Inclusion:** Doug Gilchrist, Divisional Director, Community Planning & Real Estate

**Attachments:**

Schedule 'A' – Bylaw No. 11408

Schedule 'B' – Amendment Agreement

Schedule 'C' – Report to Council May 15 2017

# CITY OF KELOWNA

## BYLAW NO. 11408

### Heritage Revitalization Agreement Authorization Bylaw HRA17-0001 –

City of Kelowna and JEM HTB Properties Inc.

4629 Lakeshore Road

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WHEREAS a local government may, by bylaw, enter into a heritage revitalization agreement with the Owner of property which Council deems to be of heritage value pursuant to section 610 of the *Local Government Act*;

AND WHEREAS the Municipal Council of the City of Kelowna is desirous of entering into a Heritage Revitalization Agreement with JEM HTB Properties Inc. for the property located at 4629 Lakeshore Road, Kelowna, B.C.;

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

1. The Municipal Council of the City of Kelowna hereby authorizes the City of Kelowna to enter into a Heritage Revitalization Agreement with JEM HTB Properties Inc for the property known as the "Surtees Property" located at 4629 Lakeshore Road, Kelowna, B.C., and legally described as:

Lot A, Section 25, Township 28, SDYD, Plan KAP71341

In the form of such Agreement attached to and forming part of this bylaw as Schedule "A".

2. The Mayor and City Clerk are hereby authorized to execute the attached agreement, as well as any conveyances, deeds, receipts and other documents in connection with the attached agreement, and to affix the corporate seal of the City of Kelowna to same.
3. This bylaw shall come into full force and effect as of and from the date of adoption.

Read a first time by the Municipal Council this 15<sup>th</sup> day of May, 2017.

Considered at a Public Hearing this

Read a second and third time by the Municipal Council this

Adopted by the Municipal Council of the City of Kelowna this

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Mayor

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City Clerk

**SCHEDULE "A"**  
**HERITAGE REVITALIZATION**  
**AGREEMENT**

THIS AGREEMENT dated as of the \_-day of \_\_\_\_\_, 2017

BETWEEN:

City of Kelowna, a Municipal Corporation having offices at 1435 Water Street, Kelowna, British Columbia V1Y 1J4

(herein called the "CITY")

OF THE FIRST PART

AND: JEM HTB Properties Inc. of 401- 590 KLO Road, Kelowna, British Columbia, V1Y7S2

(herein called the "LEASEE")

OF THE SECOND PART

WHEREAS a local government may, by bylaw, enter into a Heritage Revitalization Agreement with the Leasee of property identified as having heritage value, pursuant to Section 610 of the *Local Government Act*;

AND WHEREAS the Leasee has interest in certain real property on which is situated a building of heritage value, pursuant to the City's Heritage Register, which property and building are located at 4629 Lakeshore Road, Kelowna, BC and legally described as:

Parcel Identifier: 025-433-997  
Lot A, Section 25 Township 28, SDYD, Plan KAP71341

(herein called the "Heritage Lands")

AND WHEREAS the Leasee has presented to the City a proposal for the use, development and preservation of the Heritage Lands and has voluntarily and without any requirement by the City, entered into this agreement pursuant to Section 610 of the *Local Government Act*;

AND WHEREAS a local government must hold a Public Hearing on the matter before entering into, or amending, a Heritage Revitalization Agreement If the agreement or amendment would permit a change to the use or density of use that is not otherwise authorized by the applicable zoning of the Heritage Lands and for these purposes Section 464 through 470 of the *Local Government Act* apply;

AND WHEREAS within thirty days after entering into, or amending, a Heritage Revitalization Agreement the local government must file a notice in the Land Title Office in accordance with Section 594 of the *Local Government Act* and give notice to the Minister responsible for the *Heritage Conservation Act* in accordance with Section 595 of the *Local Government Act*;

NOW THEREFORE In consideration of the mutual promises contained in this agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

**SCHEDULE "A" HRA1****1.0 Heritage Revitalization**

- 1.1** The parties agree that the Heritage Lands have heritage value, deserving of protection and conservation and the Leasee specifically agrees to maintain, preserve and protect the heritage character of the buildings located on the Surtees Property in accordance with attached Schedule "AA".
- 1.2** 2 The parties agree that the Heritage Lands may, notwithstanding Zoning Bylaw No. 8000 including the provision identified in the P3- Parks and Open Space zoning on the Heritage Lands, be developed under the following regulations:

<b>HRA17-0001 Regulations</b>	
<b>CRITERIA</b>	<b>Parameter</b>
<b>Permitted Uses</b>	
Principal Uses	(a) animal clinics, minor (b) breweries and distilleries, minor (c) child care centre, major (d) child care centre, minor (e) community garden (f) community recreation services (g) financial services (h) food primary establishment (i) Health Services, Major (j) Health Services, Minor (k) liquor primary establishment, minor (l) parks & open space (m) participant recreation services, indoor (n) participant recreation services, outdoor (o) personal service establishments (p) private clubs (q) public libraries and cultural exhibits (r) offices (s) retail liquor sales establishment (t) retail stores, convenience (u) retail stores, general
Secondary Uses	(a) agriculture, urban (b) amusement arcades, minor (c) home based businesses, minor (d) residential security/operator unit
<b>Development Regulations</b>	
Max commercial FAR	0.3
Max Residential FAR	0.2
Max Site Coverage	
Max Height	10.5 m or 2 <sup>1</sup> / <sub>2</sub> storeys
Setbacks	n/a
<b>Parking Regulations</b>	
Parking for Commercial	15 stalls required
Parking for Public (Trail Head spaces)	13 stalls
<b>Other Regulations</b>	

Specific Rules	a) Drive-in and drive-thru food services are not a permitted form of development
----------------	--

Notes

Definitions and meaning of words are extracted from City of Kelowna Zoning Bylaw No.8000 as amended from time to time.

- 1.3** The parties agree that, except as varied or supplemented by the provisions of this agreement, all bylaws and regulations of the City and all laws of any authority having jurisdiction shall apply to the property and commercial business.
- 1.3.1 To clarify Bylaw No. 10515 Development Cost Charges will not apply to any of the restored buildings onsite and will only apply to the one (1) new commercial building permitted through this agreement.
- 1.4** Where a Heritage Alteration Permit is required, the discretion to approve, refuse, or revise such permit is delegated by Council to the Director of Community Planning.
- 2.0 Conservation and Maintenance of Existing Development.**
- 2.1** The leasee agrees not to alter the exterior of the heritage buildings or heritage character other than as described in Schedule "B" pursuant to a Heritage Alteration Permit issued by the City, and in accordance with this agreement.
- 2.2** The leasee agrees to maintain the exterior of the Heritage Buildings (barn and house) on the Heritage Lands in general accordance with the Heritage Report labelled "Surtees House & Barn, 4629 Lakeshore Road" prepared by Donald Luxton and Assoc. (dated March 2017) attached hereto as Schedule "D". The interior layout of the heritage buildings will be determined by the Leasee, subject to BC Building Code requirements.
- 2.3** If original features must be replaced, the new material shall be similar or identical to the original. Where original features were removed through earlier renovations or alterations and the replacements were not in keeping with the original style of the building, any subsequent replacement of these features shall complement the building's heritage style.
- 3.0 Proposed Development**
- 3.1** The parties agree that no more than one (1) new commercial building with a foot print of no more than 2,200 square feet and a total gross building area of no more than 4,400 square feet. The building character of this new building is to contrast with the existing heritage buildings in a manner that provides a strong juxtaposition between the two forms. The building is to conform to provincial building codes. Such new development is attached hereto as Schedule "B".
- 3.2** 2 The Leasee agrees to undertake and maintain appropriate landscaping on the subject property in general accordance with the landscape plan attached hereto as Schedule "C" and forming part of this agreement.
- 3.3** The Leasee agrees to undertake and maintain an internal road network as required for vehicle circulation and associated parking areas. The road network should be able to accommodate future parking expansion requirements by the City for the Bellevue Creek linear park. A combination of asphalt and concrete or concrete pavers shall be used to create an aesthetically pleasing road network. All pedestrian crossings over the road area shall be combined with traffic calming measures such as raised crossings and signage to ensure pedestrian safety. This road network will be in accordance with the landscape plan attached hereto as Schedule "C".
- 3.4** The Leasee agrees to undertake and maintain public (pedestrian and vehicular) access from Lakeshore Road to the future trail head for the Bellevue Creek Linear Park. This access network will be in accordance with the landscape plan attached hereto as Schedule "C". The Leasee will be required to guarantee public access from 6:00am - 11:00pm (or as otherwise stipulated in Bylaw No. 10680). The Leasee acknowledges that the Subject Lands will be encumbered with a



**SCHEDULE "A" HRA1**

Statutory Right of Way guaranteeing public access to the site in a manner agreed upon between the City and Leasee.

- 3.5** It is the goal of the City and Leasee to preserve the natural state of the site. The City understands that due to the development and the associated road right of way, some trees will need to be removed. All efforts shall be made by the Leasee to minimize the site impact in order to protect the trees and hillside vegetation. There is a registered covenant (KT71699) on title to protect the existing hillside and associated vegetation.
- 3.6** As part of this agreement it is understood that the Leasee will require signage on each of the buildings including the Heritage Buildings. All signage will conform to City of Kelowna Sign Bylaw # 8235. For the Heritage Buildings signage will be limited to the approximate size and locations as described within Schedule "B" and all signage on the heritage buildings must be non-illuminated and non-animated.
- 3.7** As part of this agreement it is understood that the Leasee will document the decisions made during the construction process and how they relate to the principles set out in the statement of significance & conservation plans as outlined in the Donald Luxt on and Associates Report dated March 2017.
- 3.8** As part of this agreement a Heritage Alteration Permit application will be triggered by any changes to the Statement of Significance with respect to the heritage structures on the property as identified in Schedule 'D'.

**4.0 Damage or Destruction**

- 4.1** In the event that no more than 75% of the Heritage Building is damaged, the parties agree as follows:

a) The Leasee may repair the Heritage Building in which event the Leasee shall forthwith commence the repair work and complete same within one year of the date of damage;

OR, in the event that the Heritage Building is destroyed,

b) The City may, by bylaw, and after conducting a Public Hearing in the manner prescribed by Sections 464 through 470 of the *Local Government Act*, cancel this agreement, whereupon all use and occupation of the Heritage Lands shall thenceforth be in accordance with the zoning bylaws of the City and in accordance with all other bylaws or regulations of the City or any other laws of authority having jurisdiction.

**5.0 Breach**

- 5.1** In the event that the Leasee is in breach of any term of this Agreement, the City may give the Leasee notice in writing of the breach and the Leasee shall remedy the breach within 30 days of receipt of the notice. In the event that the Leasee fails to remedy the breach within the time allotted by the notice, the City may, by bylaw and after conducting a Public Hearing in the manner prescribed by Sections 464 through 470 of the *Local Government Act*, cancel this Agreement whereupon all use and occupation of the Heritage Lands shall thenceforth be in accordance with the zoning bylaws of the City and in accordance with all other bylaws or regulations of the City or any other laws of authority having jurisdiction.

**6.0 Amendment**

- 6.1** The parties acknowledge and agree that this Agreement may only be amended by one of the following means:

a) By bylaw with the consent of the parties provided that a Public Hearing shall be held if an amendment would permit a change to use or density of use on site or;

## SCHEDULE "A" HRA1

b) By Heritage Alteration Permit (HAP), issued pursuant to Section 617 of the *Local Government Act*.

### 7.0 Representations

7.1 It is mutually understood and agreed upon between the parties that the City has made no representations, covenants, warranties, promises or agreements expressed or implied, other than those expressly contained in this Agreement.

### 8.0 Statutory Functions

8.1 Except as expressly varied or supplemented herein, this Agreement shall not prejudice or affect the rights and powers of the City in the exercise of its statutory functions and responsibilities including, but not limited to, the *Local Government Act* and its rights and powers under any enactments, bylaws, order or regulations, all of which, except as expressly varied or supplemented herein, are applicable to the Heritage Lands.

### 9.0 Inurement

9.1 This Agreement inures to the benefit of and is binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns.

### 10.0 Other Documents

10.1 The Leasee agrees at the request of the City, to execute and deliver or cause to be executed and delivered all such further agreements, documents and instruments and to do and perform or cause to be done and performed all such acts and things as may be required in the opinion of the City to give full effect to the intent of this Agreement.

### 11.0 Notices

11.1 Any notice required to be given pursuant to this Agreement shall be in writing and shall either be delivered mailed by registered mail as follows :

(a) To the City:

City of Kelowna  
1435 Water Street  
Kelowna, B.C. V1Y 1J4

ATTENTION: City Clerk

(b) To the Leasee:

JEM HTB Properties Inc.  
401- 590 KLO Road  
Kelowna, BC  
V1Y7S2

Or, to such other address to which a party hereto may from time to time advise in writing

### 12.0 No Partnership or Agency

12.1 The parties agree that nothing contained herein creates a relationship between the parties of partnership, joint venture or agency.

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

CITY OF KELOWNA

By its authorized signatories

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

JEM **HTS** Properties Inc.

By its authorized Signatories

Shirley Williams

In the presence of:

LINDA HOLLAND

Witness (print name)

L Holland

Witness (Signature)

3771 Carral Road, Westbank, Bc

Address

Bookkeeper

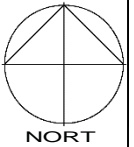
Occupation





WORMAN  
RESIDENTIAL HOMES | COMMERCIAL | DEVELOPMENT





**SITE PLAN**  
SCALE: 1" = 30'

#### PROJECT DATA

CIVIC ADDRESS: 4629 LAKESHORE ROAD, KELOWNA, BC  
LEGAL DESCRIPTION: LOT A, PLAN 71311, O.K., 0.0 Y.O.  
CURRENT ZONING: P3

EXISTING BARN MAIN FLOOR • 2,025 SQ. FT. (188.1 SQ. M.)  
EXISTING BARN SECOND FLOOR • 1,415 SQ. FT. (131.5 SQ. M.)  
EXISTING HOUSE MAIN FLOOR • 1,242 SQ. FT. (115.4 SQ. M.)  
NEW CRUM MAIN FLOOR • 2,090 SQ. FT. (194.2 SQ. M.)

TOTAL NET BUILDING AREA: 6,772 SQ. FT. (629.2 SQ. M.)

1" = 30'

COMMERCIAL SPACES PROPOSED  
TRAILHEAD SPACES PROPOSED

17 STALLS  
11 STALLS

**SURTESS HERITAGE PARK**  
**4629 LAKESHORE ROAD KELOWNA**

SITE PLAN



AO

0                      5                      10                      15                      20                      25

ASPHA T PA K NG A EA  
C NC ETE S EWA K GA BAGE AN EC C NG  
ECETAC ES PA K NG T GHT (T P J)  
B E P ANT NG  
(2) EX ST NG P NE (T P J)  
EX ST NG P NE (T BE E VE ) HAN CAP A P  
C C A BENCH A N TEE

206 - 1889 Spall road  
Kelowna, BC V1 2  
T (250)868-9270  
.outlanddesign.ca

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T N A N A E A

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**N**

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ETA N NG WA

SHA E AWN NG W TH  
C B NG V NES AT  
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T NGS

EX ST NG T EES (T P.)

B K E A C K ( T P . )  
E C A T V E  
P A V N G / P E E S T A N

SU A E

## PLANT LIST

BOTANICAL NAME	COMMON NAME	QTY	SIZE / SPACING & REMARKS
<b>TREES</b>			
ACE G AB	CK NTAN AP E	5	6c CA .
T A C AT A	T T E A N E N	5	6c CA .
<b>SHRUBS</b>			
C N S A B A B S E W	B S E W G W	15	#01 CNT./10.0 . C. SPAC NG
N S T S N E A A W	A C T C E E T W G W	15	#01 CNT./12.0 . C. SPAC NG
S H S C A P S P S A T S G	A T S G N N E B A K	2	#01 CNT./15.0 . C. SPAC NG
A X Y T E G A W W	C N T S T S C	2	#01 CNT./12.0 . C. SPAC NG
N S H A E E P A B N	W A K E A N C	51	#01 CNT./10.9 . C. SPAC NG
<b>PERENNIALS &amp; GRASSES</b>			
ACH E A P E N A C T H G	C T H G A A W	7	#01 CNT./0.75 . C. SPAC NG
H S T B C K N D S V S N G	C H I N E S E A B	15	#01 CNT./0.75 . C. SPAC NG
E S C H A S P C E P T S A	T T E H A G A S S	7	#01 CNT./0.75 . C. SPAC NG
H S T A G A C S T A	G A C A E H S T A	2	#01 CNT./1.0 . C. SPAC NG
A V A N A N G A A H C T E	N E A V A E N E	3	#01 CNT./0.75 . C. SPAC NG
P A T H E N C S S S T C S P A T A	V G N A C E P E N	2	#01 CNT./1.5 . C. SPAC NG
P E M N S E T A C S	N G N C A S S	3	#01 CNT./1.2 . C. SPAC NG
B E C K A G A S T A	G C T C N E W E	7	#01 CNT./0.75 . C. SPAC NG

## NOTES

1. P A N T A T E A A N C N S T C T N E T H S S H A E E T E X C E E B C . N A . S T A N S A .
2. A S T A N S A N C A P E A S H A B E W A T E E B A A T A T C T E  
N E G N G A T N S T E .
3. T E E A N S H B B E S T B E E S S E N A N 5 0 W C H . N T  
P A C E W B E A T N E A T H T E E N S H B B E S .
- . T E E A N S H B E T T E C E V E A N 3 0 0 E P H T P S P A C E E T .
5. T A E A S S H A B E N . I G A E G W N C E T E E E  
P V E C T V A S E G S T E S A E N B C N A S T A B E A N T  
G H T C N T N S A . N 1 0 0 E P H T G W N G E S E U E  
S H . T E A S T A E A S H A T E E T S T N G A E S A N A S A C E S  
S H .

P J E C T T T E

**SURTEES PROPERTY**

Kelo na, BC

AW NG T T E

## CONCEPTUAL LANDSCAPE PLAN

SSE / EVSN

1	17.0 .26	e ie
2		
3		

5

P JECT N	17-012
ES GN B	B
AWN B	NG

CHECKE B B  
ATE AP . 26, 2017

SCA E

SEA

AW NG N BE



OUTLAND DESIGN  
 LANDSCAPE ARCHITECTURE



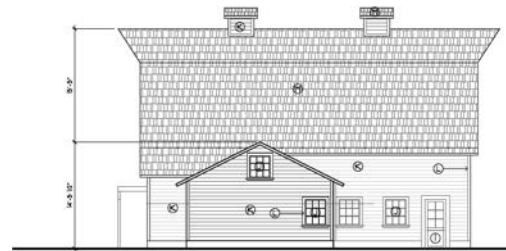





EXISTING RED BARN - NORTH ELEVATION  
SCALE: 1/8" = 1'-0"



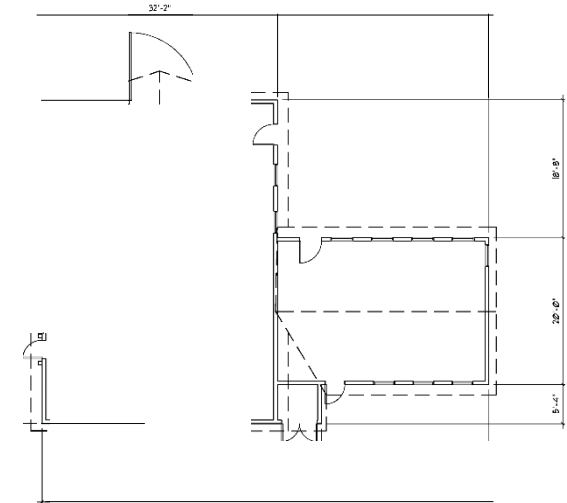
EXISTING RED BARN - EAST ELEVATION  
SCALE: 1/8" = 1'-0"



EXISTING RED BARN - WEST ELEVATION  
SCALE: 1/8" = 1'-0"



EXISTING RED BARN - SOUTH ELEVATION



EXISTING RED BARN - FLOOR PLAN  
SCALE: 1/8" = 1'-0"

LEGEND	
①	CONCRETE INWALLED PANELS
②	
③	PRE-FINISHED METAL FLASHING
④	11,000 CANOPY FRAMING
⑤	PRE-FINISHED EXTRUDED ALUMINUM WINDOW
⑥	METAL WINDOW
⑦	6" X 6" STEEL CANOPY FRAME PAINTED BLACK
⑧	METAL PANEL ROOFING PAINTED BLACK
⑨	EXISTING 11,000 WINDOW FRAME PAINTED
⑩	EXISTING 11,000 WINDOW PAINTED
⑪	EXISTING 11,000 WINDOW PAINTED
⑫	EXISTING 11,000 WINDOW PAINTED
⑬	SALVAGE HORIZONTAL WOOD SIDING
⑭	EXISTING 6,000 BOARD PAINTED

SUBTERRANEOUS HERITAGE PARK  
4629 LAKESIDE ROAD, KELLOWNA  
EXTG RED BARN





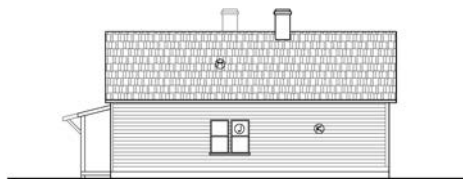
EXISTING WHITE HOUSE - NORTH ELEVATION



EXISTING WHITE HOUSE - (FRONT) WEST ELEVATION

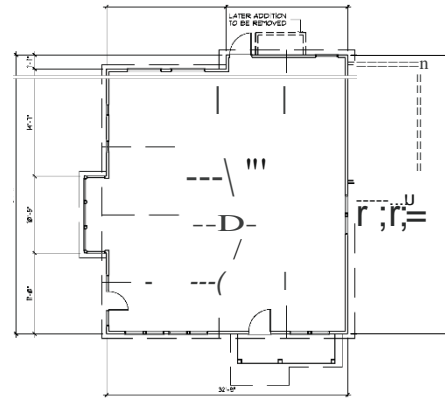


EXISTING WHITE HOUSE - (REAR) EAST ELEVATION



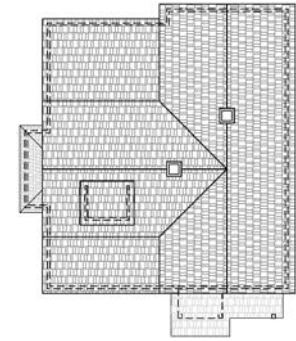
EXISTING WHITE HOUSE - SOUTH ELEVATION

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



EXISTING WHITE HOUSE - FLOOR PLAN

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



EXISTING WHITE HOUSE - ROOF PLAN

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

LEGEND	
①	CONCRETE INVULATED PANELS
②	PRE-FINISHED METAL FLASHING
③	11.000 CANOPY FLASHING
④	PRE-FINISHED EXTRUDED ALUMINUM BRACKET 00:3F<
⑤	1" METAL Ux1000 4" AA" E PAINTED
⑥	6" X 6" STEEL C 1" E, PAINTED BLACK
⑦	1" METAL PANEL ROOFING & JACK
⑧	EXISTING 11.000 DOOR & FRAME PAINTED
⑨	EXISTING 11.000 WINDOW PAINTED
⑩	EXISTING 11.000 SIDING PAINTED
⑪	EXISTING 11.000 TRIM PAINTED
⑫	SAUN LUGRIZ 2x4 ALUMINUM SIDING
⑬	EXISTING LULAM BEAM PAINTED


SURTESS HERITAGE FARM  
4629 LAKESHORE ROAD KELOWNA

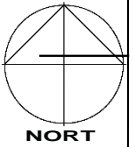
EXTG RED BAR]..



# LEGEND,

⊗	T	COYCRETE (N&U) EATED PANELS	
⊙			
—	CANOP* PLATJURE		
PRU- (FINISHED EXTENDED ALJ.17)			00: IF:
METAL LACED	*FANT PA INTED		
6" x 6" STEEL CANOPFS	E. PAINTED AS ACX.		
METAL PANEL BOODERS, 131, ACK			
EXTINGTNS 11.112 SD "FRAM" E. PAINT'D			
EXTINGTNS 11.112 SD INDOOR PAINTED			
EXTINGTNS 11.112 SD INCL. PAINTED			
a.) EXTINGTNS 11.000 TRI M.PA INTED			
S&U.N. LORZ-ZAL. UOED 55' NQ.			
EXTROYED GULAM BE<KIL. PAINTED			

5 UR TE 55 HERITAG E FARK  
4629 LAKES HORE ROAD KELOWNA  
NEW CRJ  
  
A3



RELOCATION PLAN  
SCALE: 1" = 30'

SURTESS HERITAGE FARM  
4629 LAKESHORE ROAD KELOWNA  
RELOCATION PLAN

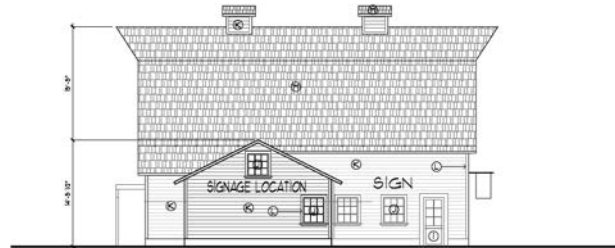
RO



EXISTING RED BARN - NORTH ELEVATION



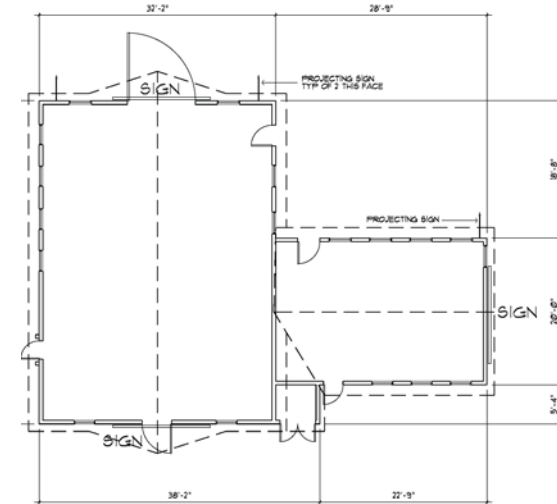
EXISTING RED BARN - EAST ELEVATION  
SCALE: 1/8" = 1'-0"



EXISTING RED BARN - WEST ELEVATION  
SCALE: 1/8" = 1'-0"



EXISTING RED BARN - SOUTH ELEVATION



EXISTING RED BARN - SIGNAGE PLAN  
SCALE: 1/8" = 1'-0"

## SIGNAGE PLAN

LEGEND	
①	CO. CRETE INVLATED PANELS
②	
③	
④	CANOPY, PLATUSE
⑤	PRE-FINISHED EXTRUDED ALUMINUM, BRNCLW, 00.3F<
⑥	METAL WOOD, 4F AA'E PAINTED
⑦	6" X 6" STEEL CANOPY, F.E. PAINTED BLACK.
⑧	METAL PANEL ROOFING, BLACK
⑨	EXISTING 11 AND DOOR, FRA/1E, PAINTED
⑩	EXISTING 11 AND WINDOW, PAINTED
⑪	EXISTING 11 AND SIDING, PAINTED
⑫	EXISTING 11 AND BRIM, PAINTED
⑬	SALIN, HORIZTAL WOOD SIDING
⑭	EXISTING LULAM BEAM, PAINTED

SURTESS HERITAGE FARM  
4629 LAKESHORE ROAD, KELOWNA

EXTG RED BARN, 1



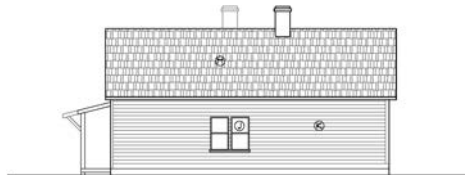
EXISTING WHITE HOUSE - NORTH ELEVATION



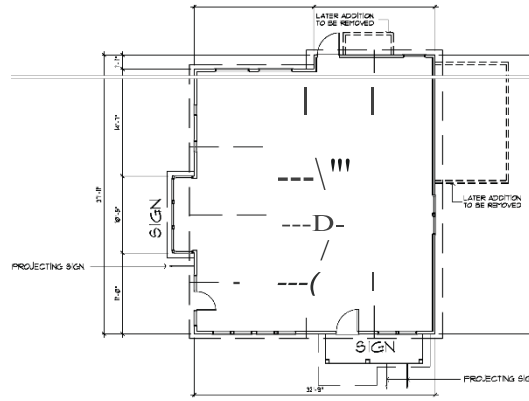
EXISTING WHITE HOUSE - (FRONT/WEST) ELEVATION



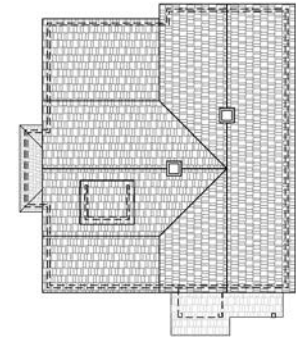
EXISTING WHITE HOUSE - (REAR/EAST) ELEVATION



EXISTING WHITE HOUSE - SOUTH ELEVATION



EXISTING WHITE HOUSE - SIGNAGE PLAN  
SCALE: 1/8" = 1'-0"



EXISTING WHITE HOUSE - ROOF PLAN  
SCALE: 1/8" = 1'-0"

## SIGNAGE PLAN

LEGEND	
①	CONCRETE PANELS
②	
③	
④	CANOPY FEATURE
⑤	PRE-FINISHED EXTRUDED ALUMINUM 00:3F<
⑥	METAL U.S. 1000 4" AA" E. PAINTED
⑦	6" X 6" STEEL CANOPY FRAME PAINTED AT ACK.
⑧	METAL PANEL ROOFING, BLACK
⑨	EXISTING 11,000 DOOR FRAME, PAINTED
⑩	EXISTING 11,000 DOOR, PAINTED
⑪	EXISTING 11,000 SIDE PANEL, PAINTED
⑫	EXISTING 11,000 TRIM, PAINTED
⑬	
⑭	SAUN, LORZ+ITAL, UOOD 50 NG
⑮	EXT'06ED6 LULAM BE-AM, PAINTED

5 URTE55 HERITAGE PARK
4620 LAKESHORE ROAD, KELLOWNA
EXT'G RED BAR).!



## WOOD SIDING:

"PENDRELL RED" #VC-29

## WINDOW SASH:

"OXFORD IVORY" #VC-1

## WINDOW, DOOR, CORNER TRIM, FASCIA, SOFFIT AND OTHER TRIMS:

"OXFORD IVORY" VC-1



## ROOF: CEDAR SHINGLES

<b>SCHEDULE</b>	<b>B</b>
This forms part of application # HRA17-0001	
Planner Initials	AC
 <b>City of Kelowna</b> <small>COMMUNITY PLANNING</small>	



**WORMAN**

WORMAN HOMES INC. WORMAN CO. LTD. U.S.A.

# EXTERIOR FINISHES

4629 LAKESHORE ROAD, KELOWNA, BC  
"BARN"

PROJECT NO: 4629

MARCH 10, 2017



## WOOD SIDING:

"PENDRELL VERDIGRIS" #VC-22



## WOOD WINDOW FRAMES & SASHES:

"HASTINGS RED" #VC-30

## WINDOW, DOOR, CORNER TRIM, FASCIA, SOFFIT AND OTHER TRIMS:

"OXFORDIVORY" VC-1

## ROOF:

CEDAR SHINGLES

## DOORS:

STAINED AND VARNISHED

### SCHEDULE

**B**

This forms part of application

# HRA17-0001

Planner  
Initials

AC



**WORMAN**  
WORMAN HOMES | WORMAN COMMERCIAL

## EXTERIOR FINISHES

4629 LAKESHORE ROAD, KELOWNA, BC  
"HOUSE"

PROJECT NO: 4629

MARCH 10, 2017



WINDOW FRAMES, METAL ARCHES,  
SLOPED ROOFING & METAL FLASHING  
**BLACK METAL**



PRECAST CONCRETE PANELS:  
NATURAL CONCRETE



WOOD ELEMENTS:  
"MEDIUM WALNUT"

<b>SCHEDULE</b>	<b>B</b>
This forms part of application # HRA17-0001	
Planner Initials	AC
 <b>City of Kelowna</b> COMMUNITY PLANNING	



**WORMAN**

## EXTERIOR FINISHES

4629 LAKESHORE ROAD, KELOWNA, BC  
"NEW BUILDING"

PROJECT NO: 4629

MAR 10, 2017





# SURTEES HOUSE & BARN

4629 LAKESHORE ROAD, KELOWNA, BC

## CONSERVATION PLANS

MARCH 2017

<b>SCHEDULE</b>	<b>D</b>
This forms part of application # HRA17-0001	
Planner Initials	AC
 City of <b>Kelowna</b> COMMUNITY PLANNING	

Schedule D includes the whole report (64 pages)

**DONALD LUXTON**  
AND ASSOCIATES INC



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*Photos of the Surtees House & Barn [Ursula Surtees Collection]*

# 1.0 INTRODUCTION

**HISTORIC NAME:** Surtees House and Barn  
**CIVIC ADDRESS:** 4629 Lakeshore Road, Kelowna  
**ORIGINAL OWNER:** A.B. Carle  
**OTHER OWNERS:** James H. Baillie (1910); John Coutts Surtees & Ursula Margaret Surtees (1978)  
**CONSTRUCTION DATE:** House circa 1910, Barn circa 1927

The Surtees House & Barn, located at 4629 Lakeshore Road, comprise a site important for its long-term association with the settlement of the Okanagan Mission area, for its ownership by notable local figures, and as significant examples of vernacular architecture.

The house was built circa 1910, and is the oldest building that survives in the area. Notably, the site was part of the local response to the Soldier's Settlement Scheme. The barn was built circa 1927, and is linked to the social and economic development of Okanagan Mission in the 1920s and 1930s. The barn is significant as one of the few surviving early agricultural outbuildings in the area. The site was prominent for a number of years as a point of interpretation of Kelowna's First Nations and pioneer history.

The site is now proposed for redevelopment by Worman Commercial, in partnership with the City of Kelowna. It includes the relocation of the heritage assets within the Surtees Property site, the restoration of the exterior of the Surtees House & Barn, and the rehabilitation of the interior spaces to accommodate their adaptive re-use for commercial and retail purposes. A contemporary, detached infill building is also being proposed on site as part of the redevelopment scheme.

The Surtees House & Barn Conservation Plans are based on Parks Canada's *Standards & Guidelines for the Conservation of Historic Places in Canada*, and outlines the preservation, restoration, and rehabilitation that will occur as part of the proposed redevelopment.



## 2.0 HISTORIC CONTEXT

### THE OKANAGAN MISSION

Salish First Nations groups first inhabited the area known as Okanagan Mission. In 1859, Father Charles Marie Pandosy, of the Missionary Oblates of Mary Immaculate, founded the first white settlement in the Okanagan Valley on what is now Benvoulin Road. Pandosy built the first school for settlers and native children, and planted the first apples and grapes. Unlike other early settlements in British Columbia at the turn of the century, Pandosy's Mission did not rely on fur trading or gold mining as its primary resource, but sustained itself through agriculture. Significantly, this was the first permanent non-native settlement in the interior apart from the forts of the Hudson's Bay Company.

In 1884, as a satellite of the Pandosy Mission, a Roman Catholic Church and a large school were built in Okanagan Mission. It was not until the first decade of the twentieth century, however, that Okanagan Mission experienced significant population growth. This was the time of the Great Western boom, when settlers – lured by a booming economy fuelled by the promise of the completion of the Panama Canal – arrived in droves seeking land and opportunities. During this decade, settlers arrived, purchased land, and set up homes. Simultaneously, the landscape of Okanagan Mission changed, evolving from rangelands and swamps, to agricultural land such as orchards and hay meadows. This period is also noted as the heyday of the Bellevue Hotel (demolished in 1954), which was started in 1908 by J.H. Baillie. The Bellevue Hotel, which was located at the intersection of Collett and Bellevue Roads, was originally built by Gifford R. Thomson as a family house with an orchard. After purchasing the house, Baillie converted it into a hotel, and began promoting it as the centre of the Okanagan Mission townsite. Concurrently, the construction of the Kettle Valley Railway, which began in 1910, attracted many of its workers to the area. Several tents, which were set up behind the hotel, served as temporary accommodation for the KVR workers.

The construction of the St. Andrew's Anglican Church in 1911, which functioned as an outstation of the parish of Kelowna, is indicative of Okanagan Mission's growth. A two-room school house was built west of the Bellevue Hotel in 1917. The First World War, however, resulted in a population decline as many of Okanagan Mission's men went overseas to serve. By 1920, there was a renewed interest in agricultural activities. Acreages in the Okanagan Mission were plentiful in orchard, hay or pasture. Tobacco was also grown in limited commercial quantities. Okanagan Mission and the surrounding area prospered from expanded transportation links in the 1920s. A sternwheeler landed at the CPR dock at the foot of Collett Road. In addition, a stage-coach ran between Okanagan Mission and downtown Kelowna, departing daily at 10 am and returning at 3 pm. The population increased again in 1925, after the completion of the Canadian National Railway, which linked Vernon and Kelowna.

### HISTORY OF THE SURTEES HOUSE & BARN

The pre-emptor of this site was Gifford Rutter Thompson, who acquired the land in 1905 from the Crown. In 1910 it was sold to A.B. Carle, who sold in turn to J.H. Baillie, who held the property for just one year.

Baillie (died 1956) played a significant role in the development of the Okanagan Mission. He arrived in Okanagan Mission in 1903. The following year he bought two large blocks of land and subdivided them. Baillie then proceeded to build a cottage opposite the school on Swamp Road. In 1906, he took over as postmaster for the Okanagan Mission. Two years later, in 1908, he was operating the Bellevue Hotel and a real estate office. Baillie donated the land for St. Andrew's Church, which adjoins the Surtees property.







*Bellevue Hotel and the Okanagan Mission settlement, looking west towards the Lake. [KMA1606 (above), KMA2707 (below)]*

## HISTORIC CONTEXT

Baillie sold this property to the South Kelowna Land Company in 1911, and it is unknown if Baillie or the Company built the original building on the site, which is the earliest part of the house. It appears to have been constructed in 1910 and was used as the Ritz Café, run by two local women and a place of some notoriety.

An acute shortage of accommodation was brought on at the end of World War One by the return of soldiers from overseas. In December 1918, the federal government authorized the Soldiers' Settlement Act to provide twenty-five million dollars in loans to the provinces for housing initiatives for returning veterans, the first significant public sector initiative to promote homebuilding. As housing was a provincial responsibility at the time, these measures had to be instituted under the War Measures Act. The federal housing guidelines defined the scheme's

objectives as providing housing to those in greatest need. In March 1919, British Columbia passed the B.C. Better Housing Act to take advantage of the new federal programmes. This property was acquired by the Soldiers' Settlement Board in 1920, and settled by Allen Surtees circa 1924. Allan Surtees made substantial additions to the building at that time for use as his residence.

The site was subsequently sold to Edward Coelen (1896-1978) in 1942, who then sold in 1961 to Glenn and Verna Coe. John Surtees and his wife, Ursula Surtees, later purchased the property. After John's death in 1980, Ursula retained the property until 1993. This property, and adjacent businesses, were a hub of activity during the time of Ursula's residence, utilized for both Pioneer and First Nation programming.



*Corner view of the Surtees House. [Ursula Surtees Collection]*

## HISTORIC CONTEXT



*Front facade of the Surtees House (top) and northwest corner of the historic house, partially showing bay window at north elevation (bottom). [Ursula Surtees Collection]*



## HISTORIC CONTEXT

The Surtees House & Barn are additionally valued for their connection with a Scottish noble family, the Marjoribanks, and the Surtees family. English-born Allen Villiers Surtees married Ishbel Agnes Marjoribanks (1897-1939) in Kelowna of 1921. Together they bought the former Ritz Café and surrounding land circa 1924. Ishbel Agnes was the daughter of Coutts Marjoribanks (1860-1924), the 2nd son of Lord Sir Dudley Coutts Marjoribanks of Tweedmouth, and brother of Lady Aberdeen (née Ishbel Maria Marjoribanks). Coutts Marjoribanks operated the Aberdeen's two farms in the Okanagan, including Coldstream, a 13,000-acre ranch near Vernon, and Guisachan, a 480-acre ranch in the Okanagan Valley, named after the family's estate in Scotland.

Ishbel Agnes inherited two large sums of money from her grandfather, Dudley Coutts Marjoribanks, who owned shares in the Hudson's Bay Company and the Kelowna oil wells. One of these inheritances facilitated the construction of the Surtees Barn circa 1927, and another went towards investing in the Three Gables Hotel in Penticton (built 1931). Ishbel Agnes and Allen Surtees had only one child, named John (1922-1980), who later owned the property.

Following the barn's construction, Allen Surtees imported the finest dairy cattle from the Channel Islands, U.K. and started his dairy farm, named Greenways. In 1927, the Surtees provided work for Thomas Apsey (1870- 1943), from Devon U.K. and his wife Elizabeth (1884-1967) from Perth, Scotland. In addition, Allen served on many agricultural and dairy committees. The Surtees, who had rights to Bellevue creek, put a small pump in and watered not only their own lawn but also the shrubs and lawn of the neighbouring St. Andrew's Church. The Surtees also donated a piece of land between the creek and the north side of the church. Both Ishbel Agnes and Allen were devoted to their community and invested time and money to help the area prosper in the 1930s when economic troubles persisted.



*Photos showing Surtees Barn in the background, as viewed from the southeast corner. [Ursula Surtees Collection]*

The Surtees Barn is noted for the various purposes it served over the years. When the Surtees owned it, the local riding club had their dances there. In subsequent years, the barn became a popular workspace for artists. Both Walter Dexter (born 1931) and Bob Kingsmill, two renowned British Columbia potters, utilized the barn as a workshop. Similarly, painters Don Li-Leger (born 1948) and Gwen Lamont (1909-1979), both used the barn as a workspace. Barbara Keller (died 1986), widow of General Rod Keller, Commander in Chief of the 2nd Canadian Division in World War II, ran an antique shop out of the main portion of the barn.

## HISTORY OF OKANAGAN MISSION HOUSE & BARN

*“Allen Villiers Surtees purchased the land from J.H. Baillie who had purchased it from the original pre-emptor. Prior to his purchase, a small building known as the Ritz Café was operated by two “ladies” who catered to all appetites. It was close to the Bellevue Hotel and the landing stage at the Mission and trade was good. One lady named Stella had her own way of dealing with the hot weather and could often be spied lying in the adjacent flume in the nude and happily inebriated. The Ritz Café is now part of the present house and the bedroom facing the road and the front hall still have the original V-joint paneling.*

*Allen Surtees courted then married Ishbel Marjoribanks, daughter of Coutts Marjoribanks, 2nd son of the Baron Tweedmouth, and brother of Lady Aberdeen. Allen Surtees added a dining room, kitchen, bathroom and an upstairs room to the former café.*

*Here he brought his bride. Their only child, John Surtees, was born in this home. One of the features of the house was steam heat and radiators were throughout the house including upstairs. Later, when the property was sold to the Coelens, the whole system froze up one winter when the house was empty for a few days.*

*Ishbel Surtees inherited two small fortunes. The first of which helped to build the barn, the finest in the district having double walls, draft free windows, hay chutes, a manure rack and bucket which ran on a rail to the back of the property. A round silo stood on the left hand side of the barn facing the road. For years the riding club used the upstairs for their dances as the floor was well sprung.*

*Allen Surtees imported dairy cattle from the Channel Islands, the offspring of whom are still here today. In 1910, the Apseys had come out from Aberdeen to stay at Coldstream with Lady Aberdeen. In 1927 they moved to the Mission to help run the Dairy Farm known as “Greenways”. The original sign was on the barn for many years.*

*When John Surtees purchased the property back in the 1960s, many of the dairy records for milk production were still on the walls. Endearing names such as Buttercup and Daisy were given to these highbred Channel Island cows, along with their pedigree.*

*The role of the barn changed over the years. Two well known potters, Walter Dexter and Bob Kingsmill produced a great deal of pottery in the barn. Walter Dexter was one of the few potters invited*

## HISTORIC CONTEXT

*to show at the Montreal Expo and Bob Kingsmill is now a renowned B.C. potter living in Coldstream and he owns a gallery featuring his work on Granville Island in Vancouver. Two well known local artists, Gwen Lamont and Don Li-Leger used the upstairs of the barn as a studio. Later, Barbara Keller, widow of General Rod Keller, Commander in Chief of the 2nd Canadian Division in WWII ran an antique shop out of the main part of the barn for several years. The barn also provided jobs for a number of men during this hard economic period. I used to get a number of people stopping by the house just to tell me that they had worked in the barn.*

*The small house at the back of the property was built by Bob Kingsmill. (Note: this house no longer exists). Mr. Surtees said that Bob could use the land at no cost but when Bob moved, it had to be sold to the Surtees for the cost of the building. Bob incorporated several interesting features such as colored and stained glass windows and a long semi-skylight window in the roof. Bob Kingsmill's wife, Yolanda, was a daughter of a Swiss Ambassador who delighted in catching fish in the creek during his many visits to the valley.*

*The log building is over 100 years old but it was not original to this site. (Note: this building has been removed by the City). When Springfield road was built it went through the Fairborn's (Freeborn?) property. They offered the building to me. We took it apart log by log using a color and numbering system and set it up in its new location. This building was used for years by the Kelowna Museum as the focus for their Pioneer Days program. Hundreds of children learned how to make baking powder biscuits on the wood*



*Photos showing interior spaces of Surtees House: dining room at early extension, showing expressed roof rafters (top); living room at north end of the original house, showing north bay window to the left (bottom). [Ursula Surtees Collection]*



*burning stove and how to cut the fuel to supply the heat along with many of the other skills needed to be self-sufficient in early settler's time. This log cabin is made of cottonwood, which was quite soft when newly cut down and hardens to an iron texture in a few years. I have had many young men and women from those school classes tell me how well they remembered these particular school field trips.*

*For years the Surtees' (who had creek rights) put a small pump in the creek and watered not only their lawn but the lawn and shrubs of the little St. Andrews church. We also donated the piece of land between the creek and north side of the church, as originally that whole piece was part of the Baillie property and that piece was snipped out and donated by Baillie for the building of the church and the remainder that surrounded it including the creek side piece. In consideration of the donation a bench was promised with John Surtees' name on it as a memorial. Sadly, that did not happen.*

*This site is a mixture of historic social and economic development. The trees in the back are magnificent and some seeds from these trees and the Douglas Fir were sent to Kew Garden in London, England, when it had been badly damaged in a storm, to help restock it.*

*Allen Surtees served on many agricultural and dairy committees. He had a very fine voice and in early radio days often sang over the new radio station established by the Browne family. Ishbel set a social tone with afternoon teas etc. She was well-travelled having taken the expected grand tour as part of her education. Her grandfather Baron Tweedmouth had shares in the Hudson's Bay Company*

*and she inherited these. This money went toward building the Three Gables Hotel in Penticton. There were also investments in the Kelowna Oil wells. They both believed in the Okanagan and invested much time and money in trying to help it prosper especially in the 1930s when things were very tough."*

*- Ursula Surtees*

## 3.0 STATEMENTS OF SIGNIFICANCE

### **SURTEES HOUSE 4629 LAKESHORE ROAD, KELOWNA**

#### **Description of Historic Place**

The Surtees House is a one and one-half storey, wood-frame structure located at 4639 Lakeshore Road in Kelowna's Mission Sector. Built circa 1910, the Edwardian-era house shares the property with the Surtees Barn, constructed circa 1927.

#### **Heritage Value of Historic Place**

Constructed around 1910, the Surtees House is valued for its notable ownership history, for its association with the development of the Okanagan Mission, and for its Edwardian-era architecture.

The Surtees House property is significant for its ownership history by prominent community figures. J.H. Baillie, who played a substantial role in the development of the Okanagan Mission following his arrival in 1903, originally owned this property. In 1906, he took over as postmaster for the Okanagan Mission and, two years later, Baillie was operating the Bellevue Hotel and a real estate office. Aside from his business endeavours, Baillie was a charitable figure and donated the land for the St. Andrew's Church, which adjoins this Lakeshore Road property. Baillie had purchased this property in 1910 and then sold it in 1911 to the South Kelowna Land Company; the house was constructed just prior to or just following this sale. During the early 1910s, the house was occupied by the Ritz Café, a business owned by two local women, which offered food, as well as more carnal selections, to local workers. Following the First World War, the Soldiers' Settlement Board acquired the property and held it until its 1924 purchase by well-known community members, and property namesakes, Allen and Ishbel Surtees. The Surtees expanded the house and constructed an impressive barn on the site as part of their Greenways Dairy operation, which operated until the property was sold to Edward Coelen in 1942. The property was once again owned by members of the Surtees family, John and Ursula, by the 1970s; they remained until 1993.

The Surtees House is associated with the social and economic development of the Okanagan Mission through the early twentieth century. In 1927, the Surtees provided work for Thomas Apsey (1870-1943), from Devon, England, and his wife Elizabeth (1884-1967) from Perth, Scotland. In addition, Allen Surtees served on many agricultural and dairy committees. The Surtees, who had rights to Bellevue Creek, installed a small pump and watered not only their own lawn but also the shrubs and lawn of the neighbouring St. Andrew's Church. The Surtees also donated a piece of land between the creek and the north side of the church. Both Ishbel and Allen were devoted to their community and invested time and money to help sustain the area through the 1930s, when economic malaise emerged.

The Surtees House is a valued example of vernacular, Edwardian-era architecture. The house is among the oldest extant structures from the early Okanagan Mission settlement and displays design tenets of the Edwardian era, including locally sourced wooden materials. In 1924, the Surtees made additions to the original house, including a dining room, kitchen, bathroom, and an upstairs room.

#### **Character-Defining Elements**

Key elements that define the heritage character of the Surtees House include:

- location on the Surtees property along Lakeshore Road in the City of Kelowna;
- continuous use since circa 1910;
- residential form, scale and massing as expressed by its one and one-half storey height and gabled roof;
- wood-frame construction;
- vernacular, Edwardian-era architecture expressed by its: wooden lapped siding, wooden bargeboards and cornerboards, open verandah, and hipped-roof bays and shed-roof extensions;
- variety of wooden windows, including double-hung assemblies;
- internal brick chimneys; and

- associated landscape features, including stone walls and a number of deciduous and coniferous trees on the property, which is shared with the adjacent Surtees Barn.

## **SURTEES BARN**

### **4629 LAKESHORE ROAD, KELOWNA**

#### **Description of Historic Place**

The Surtees Barn is a two-storey farm building with traditional gambrel roof located at 4639 Lakeshore Road in Kelowna's Mission Sector. Built circa 1927, the barn is characterized by its slightly flared eaves, front projecting peak, two rooftop cupolas, and its drop wooden siding. The barn shares the property with the Surtees House, constructed circa 1910.

#### **Heritage Value of Historic Place**

The Surtees Barn is valued for its association with original owners, Allen and Ishbel Surtees, for its association with various artists and organizations throughout its lifespan, and for its vernacular agrarian architecture, which was state-of-the-art at the time of its construction.

English-born Allen Villiers Surtees married Ishbel Agnes Marjoribanks in 1921 and together they purchased this property in the mid-1920s. Since 1920, the property had been in the possession of the Soldiers' Settlement Board. Ishbel was the daughter of Coutts Marjoribanks (1860-1924), the second son of Lord Sir Dudley Coutts Marjoribanks of Tweedmouth, and brother of Lady Aberdeen. Coutts Marjoribanks operated the Aberdeen's two farms in the Okanagan, including Coldstream, a 13,000-acre ranch near Vernon, and Guisachan, a 480-acre ranch in the Okanagan Valley, named after the family's estate in Scotland. Ishbel inherited two large sums of money from her grandfather, who owned shares in the Hudson's Bay Company and the Kelowna oil wells. One of these inheritances facilitated the construction of the Surtees Barn circa 1927 and the importation of the finest dairy cattle from the Channel Islands, establishing the Surtees'

Greenways Dairy operation. Ishbel Surtees died in 1939, just before the Second World War, and Allan Surtees sold the house and dairy farm before joining the war efforts. The couple is remembered for their active involvement in and generosity toward the local community. Allen served on many agricultural and dairy committees and the couple donated a piece of land between Bellevue Creek and the north side of the adjacent St. Andrew's Church. Additionally, the Surtees' invested time and money to help sustain the area through the Great Depression of the 1930s.

The Surtees Barn is noted for the various non-dairy purposes it served over the years. When it was owned by the Surtees family, the local riding club used the second floor of the barn for their dances and events. In subsequent years, the barn became a popular workspace for artists. Both Walter Dexter (born 1931) and Bob Kingsmill, two renowned British Columbia potters, utilized the barn as a workshop. Similarly, painters Don Li-Leger (born 1948) and Gwen Lamont (1909-1979), both used the barn as a workspace. Barbara Keller, widow of General Rod Keller, Commander in Chief of the 2nd Canadian Division in World War II, ran an antique shop out of the main portion of the barn.

The Surtees Barn is additionally significant as an example of vernacular interwar architecture. Constructed by Allen Surtees, the barn was reportedly the finest in the district. It was constructed with double walls, draft-free windows, hay chutes, and a manure rack and bucket, which ran on a rail to the back of the property; it was also the first in the Okanagan Mission to have electricity. The barn is significant as one of the few surviving early agricultural buildings in the area.

#### **Character-Defining Elements**

Key elements that define the heritage character of the Surtees Barn include:

- location on the Surtees property along Lakeshore Road in the City of Kelowna;
- continuous use since circa 1927;

## STATEMENTS OF SIGNIFICANCE

- agrarian form, scale and massing as expressed by its two storey height and gambrel roof;
- wood-frame construction;
- vernacular architecture expressed by its: gambrel roof with its slightly flared eaves and front projecting peak; original drop wooden siding with cornerboards; open second storey, indicating its original function as a hayloft; two rooftop cupolas with venting and gabled caps; and an early extension with side-gabled roof to the west;
- variety of original wooden windows and openings in central symmetry at gable end elevations and openings;
- original wooden doors;
- interior gambrel rafters; and
- associated landscape features including stone walls and a number of deciduous and coniferous trees.



# 4.0 CONSERVATION GUIDELINES

## 4.1 STANDARDS AND GUIDELINES

The Surtees House & Barn are considered to form a significant historical site in Kelowna, and are listed on the Kelowna Heritage Register. The Parks Canada's *Standards & Guidelines for the Conservation of Historic Places in Canada* is the source used to assess the appropriate level of conservation and intervention. Under the *Standards & Guidelines*, the work proposed for the Surtees House & Barn includes aspects of preservation, rehabilitation and restoration.

**Preservation:** the action or process of protecting, maintaining, and/or stabilizing the existing materials, form, and integrity of a historic place or of an individual component, while protecting its heritage value.

**Restoration:** the action or process of accurately revealing, recovering or representing the state of a historic place or of an individual component, as it appeared at a particular period in its history, while protecting its heritage value.

**Rehabilitation:** the action or process of making possible a continuing or compatible contemporary use of a historic place or an individual component, through repair, alterations, and/or additions, while protecting its heritage value.

Interventions to the historic assets should be based upon the Standards outlined in the *Standards & Guidelines*, which are conservation principles of best practice. The following *General Standards* should be followed when carrying out any work to an historic property.

## STANDARDS

### Standards relating to all Conservation Projects

1. Conserve the heritage value of a historic place. Do not remove, replace, or substantially alter its intact or repairable character-defining elements. Do not move a part of a historic place if its current location is a character-defining element.
2. Conserve changes to a historic place, which over time, have become character-defining elements in their own right.
3. Conserve heritage value by adopting an approach calling for minimal intervention.
4. Recognize each historic place as a physical record of its time, place and use. Do not create a false sense of historical development by adding elements from other historic places or other properties or by combining features of the same property that never coexisted.
5. Find a use for a historic place that requires minimal or no change to its character defining elements.
6. Protect and, if necessary, stabilize a historic place until any subsequent intervention is undertaken. Protect and preserve archaeological resources in place. Where there is potential for disturbance of archaeological resources, take mitigation measures to limit damage and loss of information.
7. Evaluate the existing condition of character-defining element to determine the appropriate intervention needed. Use the gentlest means possible for any intervention. Respect heritage value when undertaking an intervention.
8. Maintain character-defining elements on an ongoing basis. Repair character-defining element by reinforcing the materials using recognized conservation methods. Replace in kind any extensively deteriorated or missing parts of character-defining elements, where there are surviving prototypes.



## CONSERVATION GUIDELINES

9. Make any intervention needed to preserve character-defining elements physically and visually compatible with the historic place and identifiable upon close inspection. Document any intervention for future reference.

### **Additional Standards relating to Rehabilitation**

10. Repair rather than replace character-defining elements. Where character-defining elements are too severely deteriorated to repair, and where sufficient physical evidence exists, replace them with new elements that match the forms, materials and detailing of sound versions of the same elements. Where there is insufficient physical evidence, make the form, material and detailing of the new elements compatible with the character of the historic place.
11. Conserve the heritage value and character-defining elements when creating any new additions to a historic place and any related new construction. Make the new work physically and visually compatible with, subordinate to and distinguishable from the historic place.
12. Create any new additions or related new construction so that the essential form and integrity of a historic place will not be impaired if the new work is removed in the future.

### **Additional Standards relating to Restoration**

13. Repair rather than replace character-defining elements from the restoration period. Where character-defining elements are too severely deteriorated to repair and where sufficient physical evidence exists, replace them with new elements that match the forms, materials and detailing of sound versions of the same elements.
14. Replace missing features from the restoration period with new features whose forms, materials and detailing are based on sufficient physical, documentary and/or oral evidence.

## 4.2 CONSERVATION REFERENCES

The proposed work entails the Restoration of the exterior of the Surtees House & Barn, along with the rehabilitation of their interior to accommodate for adaptive re-use of the historic assets. The following conservation resources should be referred to:

*Standards & Guidelines for the Conservation of Historic Places in Canada*, Parks Canada, 2010.  
<http://www.historicplaces.ca/en/pages/standards-normes/document.aspx>

### **National Park Service, Technical Preservation Services. Preservation Briefs:**

*Preservation Brief 3: Improving Energy Efficiency in Historic Buildings.*

<http://www.nps.gov/tps/how-to-preserve/briefs/3-improve-energy-efficiency.htm>

*Preservation Brief 4: Roofing for Historic Buildings.*  
<http://www.nps.gov/tps/how-to-preserve/briefs/4-roofing.htm>

*Preservation Brief 6: Dangers of Abrasive Cleaning to Historic Buildings.*  
<http://www.nps.gov/tps/how-to-preserve/briefs/6-dangers-abrasive-cleaning.htm>

*Preservation Brief 9: The Repair of Historic Wooden Windows.*  
<http://www.nps.gov/tps/how-to-preserve/briefs/9-wooden-windows.htm>

*Preservation Brief 10: Exterior Paint Problems on Historic Woodwork.*  
<http://www.nps.gov/tps/how-to-preserve/briefs/10-paint-problems.htm>

*Preservation Brief 14: New Exterior Additions to Historic Buildings: Preservation Concerns.*  
<http://www.nps.gov/tps/how-to-preserve/briefs/14-exterior-additions.htm>



*Preservation Brief 17: Architectural Character – Identifying the Visual Aspects of Historic Buildings as an Aid to Preserving their Character.*  
<http://www.nps.gov/tps/how-to-preserve/briefs/17-architectural-character.htm>

*Preservation Brief 18: Rehabilitating Interiors in Historic Buildings – Identifying Character-Defining Elements.*  
<http://www.nps.gov/tps/how-to-preserve/briefs/18-rehabilitating-interiors.htm>

*Preservation Brief 19: The Repair and Replacement of Historic Wood Shingle Roofs.*  
<http://www.nps.gov/tps/how-to-preserve/briefs/19-wooden-shingle-roofs.htm>

*Preservation Brief 20: The Preservation of Historic Barns.*  
<http://www.nps.gov/tps/how-to-preserve/briefs/20-barns.htm>

*Preservation Brief 24: Heating, Ventilating, and Cooling Historic Buildings: Problems and Recommended Approaches.*  
<http://www.nps.gov/tps/how-to-preserve/briefs/24-heat-vent-cool.htm>

*Preservation Brief 32: Making Historic Properties Accessible.*  
<http://www.nps.gov/tps/how-to-preserve/briefs/32-accessibility.htm>

*Preservation Brief 36: Protecting Cultural Landscapes: Planning, Treatment and Management of Historic Landscapes.*  
<http://www.nps.gov/tps/how-to-preserve/briefs/36-cultural-landscapes.htm>

*Preservation Brief 37: Appropriate Methods of Reducing Lead-Paint Hazards in Historic Housing.*  
<http://www.nps.gov/tps/how-to-preserve/briefs/37-lead-paint-hazards.htm>

*Preservation Brief 38: Removing Graffiti from Historic Masonry.*  
<http://www.nps.gov/tps/how-to-preserve/briefs/38-remove-graffiti.htm>

*Preservation Brief 39: Holding the Line: Controlling Unwanted Moisture in Historic Buildings.*  
<http://www.nps.gov/tps/how-to-preserve/briefs/39-control-unwanted-moisture.htm>

*Preservation Brief 41: The Seismic Retrofit of Historic Buildings: Keeping Preservation in the Forefront.*  
<http://www.nps.gov/tps/how-to-preserve/briefs/41-seismic-retrofit.htm>

*Preservation Brief 45: Preserving Historic Wooden Porches.*  
<http://www.nps.gov/tps/how-to-preserve/briefs/45-wooden-porches.htm>

*Preservation Brief 47: Maintaining the Exterior of Small and Medium Size Historic Buildings.*  
<http://www.nps.gov/tps/how-to-preserve/briefs/47-maintaining-exteriors.htm>

### 4.3 GENERAL CONSERVATION STRATEGY

The primary intent is to preserve the two existing historic buildings, while undertaking a rehabilitation that will upgrade their structures and services to increase functionality for commercial and retail uses. As part of the scope of work, character-defining elements will be preserved, while missing or deteriorated elements will be restored. The Heritage Revitalization Agreement includes a rehabilitation scheme that is being prepared by Worman Commercial. It also includes a Heritage Designation Bylaw, and the conservation of the Surtees House and Barn in a manner that meets the City's heritage objectives for the site.

## CONSERVATION GUIDELINES

The major proposed interventions of the overall project are to:

- Relocate of the historic assets within the property site
- Restore the exterior of the historic assets
- Provide necessary structural and seismic upgrades
- Rehabilitate the interior of the historic assets to accommodate adaptive re-use as commercial and retail spaces, while preserving their interior character-defining elements as possible.

Due to the proposed addition to the historic assets, all new visible construction will be considered a modern addition to the historic structure. The *Standards & Guidelines* list recommendations for new additions to historic places. The proposed design scheme should follow these principles:

- Designing a new addition in a manner that draws a clear distinction between what is historic and what is new.
- Design for the new work may be contemporary or may reference design motifs from the historic place. In either case, it should be compatible in terms of mass, materials, relationship of solids to voids, and colour, yet be distinguishable from the historic place.
- The new additions should be physically and visually compatible with, subordinate to and distinguishable from the preserved historic façade.

If an historic building must be moved, relocation on its existing lot is the least intrusive approach. The following Relocation Guidelines should be implemented for the relocation of the Surtees House & Barn within the existing property:

- A relocation plan should be prepared prior to relocation that ensures that the least destructive method of relocation will be used.

- Alterations to the historic structure proposed to further the relocation process should be evaluated in accordance with the Conservation Plan and reviewed by the Heritage Consultant. This can involve removal of later additions that are not enhancing the heritage value and historic appearance of the heritage buildings; for example, the concrete corner addition.
- Only an experienced and qualified contractor shall undertake the physical relocation of the historic structure.
- Preserve historic fabric of the exterior elevations including the wood-frame structure with original wood siding, wood sash windows and doors, and roof structure as much as possible.
- Preserve original interior brick chimneys of the Surtees House, and monitor vents of the Surtees Barn, in situ and relocate with the main structure if possible. Alternatively reconstruct chimney with salvaged bricks to match historic appearance, if unable to relocate with the historic building due to structural reasons.
- Appropriate foundation materials shall be used at the new site, which can include reinforced concrete foundations and floor slab. The final relative location to grade should match the original as closely as possible, taking into account applicable codes.
- Provide utility installations for electricity, communication and other service connections underground if possible. All installations located above ground should be incorporated harmoniously into the design concept for the relocated structure.



#### 4.4 SUSTAINABILITY STRATEGY

Heritage conservation and sustainable development can go hand in hand with the mutual effort of all stakeholders. In a practical context, the conservation and re-use of historic and existing structures contributes to environmental sustainability by reducing solid waste disposal, saving embodied energy, and conserving historic materials that are often less consumptive of energy than many new replacement materials.

In 2016, the Federal Provincial/Territorial Ministers of Culture & Heritage in Canada (FPTMCHC) published a document entitled, *Building Resilience: Practical Guidelines for the Retrofit and Rehabilitation of Buildings in Canada* that is “intended to establish a common pan-Canadian ‘how-to’ approach for practitioners, professionals, building owners, and operators alike.”

The following is an excerpt from the introduction of the document:

*[Building Resilience] is intended to serve as a “sustainable building toolkit” that will enhance understanding of the environmental benefits of heritage conservation and of the strong interrelationship between natural and built heritage conservation. Intended as a useful set of best practices, the guidelines in **Building Resilience** can be applied to existing and traditionally constructed buildings as well as formally recognized heritage places.*

*These guidelines are primarily aimed at assisting designers, owners, and builders in providing existing buildings with increased levels of sustainability while protecting character-defining elements and, thus, their heritage value. The guidelines are also intended for a broader audience of architects, building developers, owners,*

*custodians and managers, contractors, crafts and trades people, energy advisers and sustainability specialists, engineers, heritage professionals, and officials responsible for built heritage and the existing built environment at all jurisdictional levels.*

***Building Resilience** is not meant to provide case-specific advice. It is intended to provide guidance with some measure of flexibility, acknowledging the difficulty of evaluating the impact of every scenario and the realities of projects where buildings may contain inherently sustainable elements but limited or no heritage value. All interventions must be evaluated based on their unique context, on a case-by-case basis, by experts equipped with the necessary knowledge and experience to ensure a balanced consideration of heritage value and sustainable rehabilitation measures.*

***Building Resilience** can be read as a stand-alone document, but it may also further illustrate and build on the sustainability considerations in the Standards and Guidelines for the Conservation of Historic Places in Canada.*

## 4.5 ALTERNATE COMPLIANCE

As a listed building on the Municipal Heritage Register, the Surtees House & Barn may be eligible for heritage variances that will enable a higher degree of heritage conservation and retention of original material, including considerations available under the following municipal legislation.

### 4.5.2 BRITISH COLUMBIA BUILDING CODE

Building Code upgrading ensures life safety and long-term protection for historic resources. It is important to consider heritage buildings on a case-by-case basis, as the blanket application of Code requirements do not recognize the individual requirements and inherent strengths of each building. Over the past few years, a number of equivalencies have been developed and adopted in the British Columbia Building Code that enable more sensitive and appropriate heritage building upgrades. For example, the use of sprinklers in a heritage structure helps to satisfy fire separation and exiting requirements. Table A-1.1.1.1., found in Appendix A of the Code, outlines the “Alternative Compliance Methods for Heritage Buildings.”

Given that Code compliance is such a significant factor in the conservation of heritage buildings, the most important consideration is to provide viable economic methods of achieving building upgrades. In addition to the equivalencies offered under the current Code, the City can also accept the report of a Building Code Engineer as to acceptable levels of code performance.

### 4.5.3 ENERGY EFFICIENCY ACT

The provincial Energy Efficiency Act (Energy Efficiency Standards Regulation) was amended in 2009 to exempt buildings protected through heritage designation or listed on a community heritage register from compliance with the regulations. Energy Efficiency standards therefore do not apply to windows, glazing products, door slabs or products

installed in heritage buildings. This means that exemptions can be allowed to energy upgrading measures that would destroy heritage character-defining elements such as original windows and doors.

These provisions do not preclude that heritage buildings must be made more energy efficient, but they do allow a more sensitive approach of alternate compliance to individual situations and a higher degree of retained integrity. Increased energy performance can be provided through non-intrusive methods of alternate compliance, such as improved insulation and mechanical systems. Please refer to the *Standards & Guidelines for the Conservation of Historic Places in Canada* for further detail about “Energy Efficiency Considerations.”

## 4.6 SITE PROTECTION & STABILIZATION

It is the responsibility of the owner to ensure the heritage resource is protected from damage at all times. At any time that the Surtees House & Barn are left vacant, they should remain secured against intrusion and vandalism through the use of appropriate fencing and security measures. This is especially important if the buildings are missing windows or doors or is left elevated for any period of time.

Security measure may include mothballing the historic property and/or hiring a security guard for the duration of the work. Generally, once a heritage property is no longer undergoing rehabilitation work and is under occupancy of its owners, lockable doors and lower level windows and continued monitoring by the owners should be adequate protection. A comprehensive site protection plan should be developed in discussion between owner, contractor and/or architect. Plan may be reviewed by Heritage Consultant, if desired.



The Surtees House & Barn are currently vacant and the structures should remain closed up to protect them from the weather and to prohibit unauthorized access.

The following checklist will ensure that work items for the protection during the temporary mothballing of each historic assets are not inadvertently omitted and the listed heritage resources secured:

#### Moisture

- ☐ Is the roof watertight?
- ☐ Is exterior cladding in good condition to keep water out?
- ☐ Is the site of the temporary location properly graded for water run-off?

#### Ventilation

- ☐ Have steps been taken to ensure proper ventilation of the building?
- ☐ Have interior doors been left open for ventilation purposes?
- ☐ Has the secured building been checked within the last 3 months for interior dampness or excessive humidity?

#### Pests

- ☐ Have nests/pests been removed from the building's interior and eaves?
- ☐ Are adequate screens in place to guard against pests?
- ☐ Has the building been inspected and treated for termites, carpenter ants, rodents, etc.?

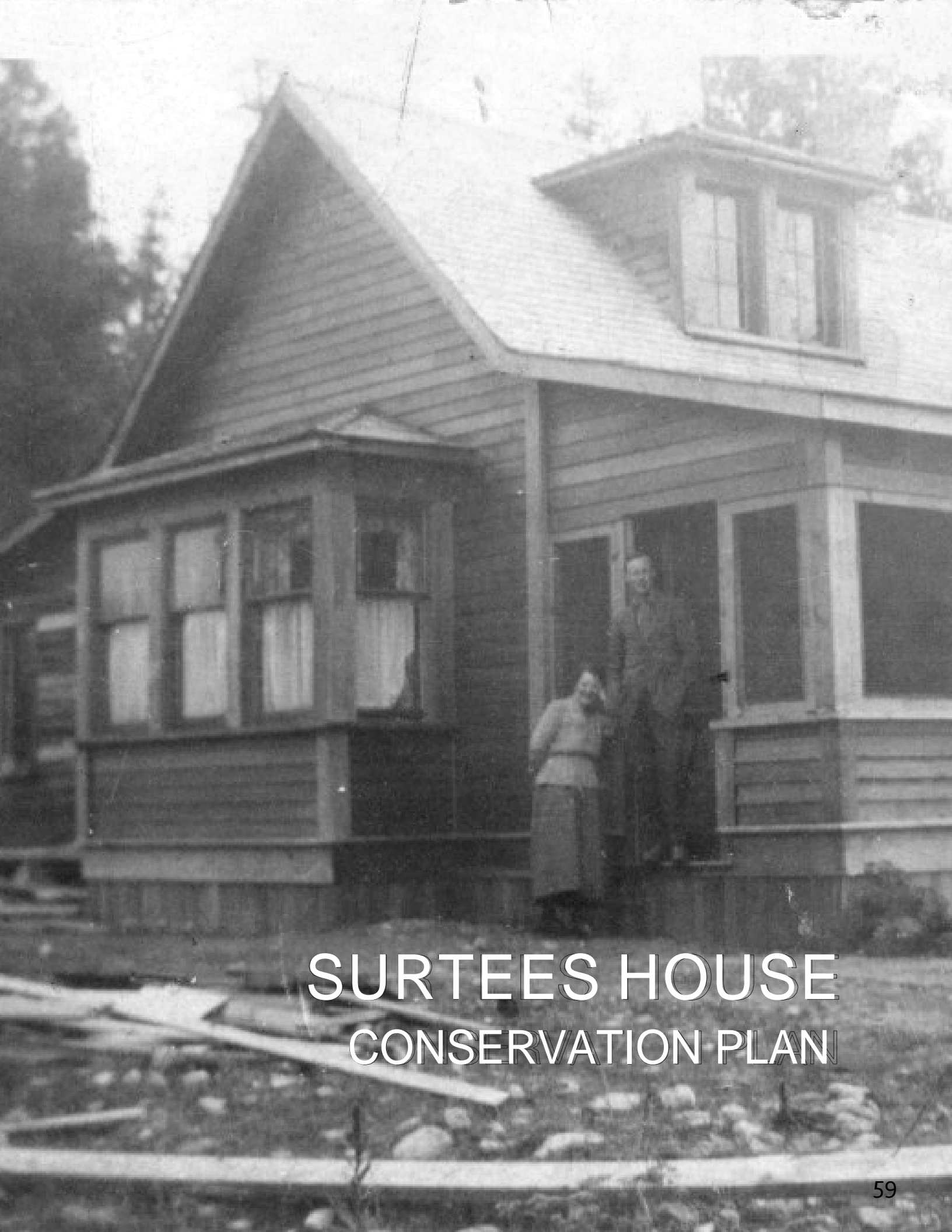
#### Security

- ☐ Are smoke and fire detectors in working order?
- ☐ Are wall openings boarded up and exterior doors securely fastened?
- ☐ Are plans in place to monitor the building on a regular basis?
- ☐ Are the keys to the building in a secure but accessible location?
- ☐ Are the grounds being kept from becoming overgrown?

- ☐ Have the following been removed from the interior: trash, hazardous materials such as inflammable liquids, poisons, and paints and canned goods that could freeze and burst?
- ☐ Is the site securely fenced and regularly patrolled?
- ☐ Is the building signed identifying it as a protected heritage building with a phone number for citizens to call with questions or concerns or report vandals?

The aforementioned items will assist in protecting the listed heritage resources that are currently unoccupied during the planning process until actual site work commences.





# SURTEES HOUSE CONSERVATION PLAN

# 5.0 CONSERVATION RECOMMENDATIONS

A condition review of the Surtees House was carried out during a site visit in February 2017. Observations were made only in areas accessible during the review. In addition to the visual review of the building, paint samples were taken from exterior building materials and examined. The recommendations for the preservation and rehabilitation of the historic residence are based on the site review, material samples, and archival documents that provide valuable information about the original appearance of the Surtees House.

The following chapter describes the materials, physical condition and recommended conservation strategy for the Surtees House based on Parks Canada *Standards & Guidelines for the Conservation of Historic Places in Canada*.

## 5.1 SITE

The Surtees House is located at 4629 Lakeshore Road, at the southwest portion of the Surtees Property, with its historic front facade facing a strip mall across the street. Directly adjacent to the north of the property is St. Andrew's Church with a small cemetery to the rear. The southern edge of the property is characterized by a small hill that is vegetated by mature trees and shrubs. Located diagonally behind the house to the northeast is the Surtees Barn that was built in 1927.

The Surtees property is valued for its central location at the heart of the original Okanagan Mission settlement. It has many natural heritage features such as the Bellevue Creek and its riparian flora and fauna, and mature deciduous and coniferous trees acting as noise and visual barrier from adjacent neighbouring properties.

The location of the Surtees house, its relationship to the Surtees Barn, and the surrounding natural heritage features of the property are important character-defining element of the historic assets.

### Conservation Strategy: Relocation

- Preserve the historic front facade as it relates to Lakeshore Road.
- Protect and retain natural heritage features of the Surtees property. Replace in kind disturbed vegetation with new plantings to match original as required.
- Relocate the historic house within the property lines.

#### 5.1.1 RELOCATION

Site protection measures should be done in order to preserve the structure prior to relocation. Before moving the house to its permanent location, the following **Relocation Guidelines** should be implemented:

- A relocation plan should be prepared to ensure that the least destructive method of relocation will be used. The original exterior brick chimney should be moved with the main house, if possible.
- The existing structural bracing should be reviewed by a qualified engineer or a professional building relocation company.
- An experienced and qualified contractor should undertake the physical relocation of the historic structure.
- Appropriate foundation materials can be used at the new site, which can include reinforced concrete basement walls and slab.
- Provide utility installations for electricity, communication and other service connections underground. Installations located above ground should be incorporated harmoniously into the design concept for the relocated structure.
- Implement measures for site protection, in particular when the house sits vacant, and until construction work commences.







Aerial maps showing location of the Surtees House at 4629 Lakeshore Road, and the extent of Surtees Property.



## CONSERVATION RECOMMENDATIONS

### 5.2 OVERALL FORM, SCALE & MASSING

The Surtees House is valued as one of the oldest structures to survive in this vicinity. The original residential form, scale, and massing of the historic house circa 1910 remains legible despite a number of rehabilitation throughout the years. It includes: early addition to the front and rear of the north elevation by Allan Surtees circa 1924, and later unsympathetic extension to the kitchen at the side (south) and rear (east) elevations (date unknown).

The Surtees House is characterized by its: one and one-half storey height, with partial basement accessible from the exterior rear of the house; cross gable roof, with front and rear extension, and hipped-roof dormer; hipped-roof bay window to the north, and; front porch, with shed roof and closed balustrade. Its original configuration, along with the early additions to the historic house, are important character-defining elements that should be preserved.

Later additions to the kitchen area include a small extension to the rear (east elevation), as well as to the side (south elevation), which is characterized by a low-slope roof and a tall, exterior brick chimney. These later additions do not contribute to the historic character of the house, and may be demolished to restore the original overall form, scale, and massing of the Surtees House.

Future rehabilitation of the historic house should ensure the conservation of its heritage value by adopting minimal intervention that retains the integrity of its overall form, scale, and massing.

#### Conservation Strategy: Preservation

- Preserve the overall form, scale and massing of the building.
- Preserve the primary elevations (front façade and north elevation) as it relates to Lakeshore Road.
- All new addition should be reviewed by Heritage Consultant to ensure that the essential form and integrity of the historic asset is preserved.



*Historic front facade (west elevation) of Surtees House at 4629 Lakeshore Road.*



## CONSERVATION RECOMMENDATIONS



Perspectival views of the Surtees House along Lakeshore Road showing partial west and south elevations (top), and partial west and north elevations (bottom). Note that the .



## CONSERVATION RECOMMENDATIONS



*Perspectival view of the Surtees House showing partial east (rear) and north elevations (top); Rear elevation of surtees House to the east (bottom)*



*Lower portion of bay window at north elevation, showing wood lapped siding, window sill, and board trims. Note that foundation wall is clad in later vertical siding.*



*Portion of rear elevation showing opening to unoccupied partial basement, with exposed cast-in-place concrete foundation walls.*

### 5.3 FOUNDATION

The foundation of the Surtees House was inaccessible during the initial review, and would require the removal of exterior cladding in localized area to expose the foundation beneath. However, a partial basement was noted from an opening at the rear of the building, suggesting that the timber-frame structure is sitting on a cast-in-place concrete footing and foundation wall.

The existing foundation should be rehabilitated to include seismic reinforcements, as required. Careful attention should be executed to ensure the exterior walls above grade, particularly the primary elevations (front façade and north elevation), are not damaged during demolition of foundation, and relocation of the house. The heritage resource should be protected from damage or destruction at all times. Reference sections 4.3: *General Conservation Strategy* and 4.6: *Site Protection* for further information.

#### Conservation Strategy: Rehabilitation

- If new foundations are proposed, concrete is a suitable material. New material should match original in appearance, as viewed from the exterior, as possible.
- Foundations should be reviewed by a Structural Engineer. Once condition is assessed, conservation recommendations can be finalized.
- To ensure the prolonged preservation of the new foundations, all landscaping should be separated from the foundations at grade by a course of gravel or decorative stones, which help prevent splash back and assist drainage. New vegetation may assist in concealing the newly exposed foundations, if desired.



## 5.4 EXTERIOR WOOD-FRAME WALLS

The Surtees House features a traditional wood-frame construction, that is likely balloon-framed, given the abundance of old growth lumber in the past. In general, the exterior wood-frame walls appear to be in good condition, with no evident signs of heavy deterioration based on visual observation from the interior and exterior of the historic house. Further investigation is required to determine its construction and structural integrity.

The original exterior wall cladding of the historic house are still intact, and is characterized by horizontal wood siding with bevelled profile. The original wood siding of the historic house is visually and physically distinguishable from replacement wood siding, illustrating the craftsmanship involved with construction of earlier vernacular detailing of the exterior wood-frame walls. Original woodtrims are also extant at all elevations, which include, but not limited to: corner boards, skirt boards, window and door surround trims, window sills and door thresholds.

The exterior wood cladding and trims appears to be in good condition with signs of minor deterioration in localized areas, which are attributed to natural weathering and inadequate protection and stabilization since the house was left unoccupied. All aforementioned elements contribute to the historic character of the Surtees House, and should be preserved, and repaired as required.

### Conservation Strategy: Preservation

- Due to the integrity of the original wood-frame structure, the exterior walls should be preserved through retention and in-situ repair work.
- Preserve the original wood-frame structure of the historic building.
- Preserve original siding on all elevations, if possible, and clean surface for repainting.
- Replace damaged siding to match existing in material, size, profile and thickness.
- Any existing trim should be preserved, and new material that is visually physically compatible with the original should be reinstated when original fabric is missing. Combed and/or textured lumber is not acceptable. Hardi-plank or other cementitious boards are not acceptable.
- Design structural or seismic upgrades so as to minimize the impact to the character-defining elements.
- Utilize Alternate Compliance Methods outlined in the BC Building Code for fire and spatial separations, including installation of sprinklers where possible.
- Cleaning procedures should be undertaken with non-destructive methods. Areas with biological growth should be cleaned using a soft, natural bristle brush, without water, to remove dirt and other material. If a more intense cleaning is required, this can be accomplished with warm water, mild detergent (such as D/2 Biological Solution®) and a soft bristle brush. High-pressure power washing, abrasive cleaning or sandblasting should not be allowed under any circumstances.





## CONSERVATION RECOMMENDATIONS



*Photo showing existing condition of original exterior wall, with horizontal lapped wood siding and trims at north elevation (top left), and at the interior return walls of the enclosed early addition to the west (top right).*



*Photos showing original exterior walls with original materials interfaced with later rehabilitation with inappropriate detailing; at historic front facade between door and window opening (bottom left), and at south elevation and return wall of later addition (bottom right).*

## CONSERVATION RECOMMENDATIONS

### 5.5 ROOF

The original T-shaped configuration of the cross-gabled roof structure of the Surtees House retains its legibility, that is likely clad with wooden shingles. A small portion of the cross-gabled roof structure is exposed from the interior of the house, and appears to be in good condition. Further investigation is required to determine its structural integrity. The historic house also features early front and rear extension to the north, a hipped-roof dormer facing west, a hipped-roof bay window to the north, and a modest front porch with shed roof.

The roof of the historic house is characterized by narrow overhang with closed soffit, and are clad with later asphalt shingles that do not contribute to the historic character of the house. Archival photos show hexagonal asphalt shingles, which indicates that the existing cladding have been in place for at least 25 years. It appears to be in fair condition, showing signs of deterioration in localized areas, as evident by heavy biological growth, granular loss, and staining.

Original wood structure should be retained as much as possible. New cedar shingles is preferred replacement material, but asphalt shingles may also be used as roofing replacement to match original in appearance, and should be reviewed by Heritage Consultant prior to installation.



*Existing condition of original, primary cross-gabled roof, with shed roof extension of early addition to the northeast portion of the house, as well as two original interior brick masonry chimney stacks along the roof ridges.*



**Conservation Recommendation: Rehabilitation**

- Preserve the roof structure in its current configuration, as expressed by its primary cross-gabled roofstructure.
- If required, roofing membrane and cladding system may be rehabilitated. Cedar shingles are the preferred material, but uroid shingles or Aged Cedar Enviroshingles™ are also acceptable.
- Retain the original bargeboards and fascia boards, as well as the soffit any exposed roof elements.
- Design and install adequate rainwater disposal system and ensure proper drainage from the site is maintained. Wood gutters with galvanized steel downspouts are recommended. Aluminum in appropriate colours is also acceptable. Paint or provide specification of drainage system elements according to colour schedule devised by Heritage Consultant.



*Southwest corner view of the house showing later addition, with exterior brick chimney in the foreground, and two original interior chimney stacks in the background.*

**5.5.1 CHIMNEYS**

The Surtees House features two original interior brick chimney along the roof ridges that provides venting for the kitchen and the fireplace. Above the roofline, the chimneys appear to be in poor condition, with missing brick masonry units, including the original corbelled crown detail. The bricks require cleaning and repointing, but generally appears to be in fair condition. Based on observations in the kitchen area, the chimney flue terminates abruptly within the interior wall, and is only supported by the interior wood-frame of the house. This configuration may have structural implications to the integrity of the chimney, and further investigation is required if the intent is to restore the element from the interior.

A later, exterior brick chimney is extant at the south kitchen extension of the historic house. It does not have a heritage value, and may be demolished to restore the historic character of the Surtees House. The original chimneys should be preserved in their original configuration and exterior appearance. Venting may be installed within the existing chimney opening, and should not protrude through any of the exterior brickwork. The original brickwork should be carefully cleaned and repointed, as required.

**Conservation Recommendation: Preservation**

- Preserve the original chimneys in its original configuration, if possible.
- Original chimneys may require structural stabilization.
- Investigate condition of brickwork. If required, brickwork may be repointed and cleaned using a natural bristle brush and mild rinse detergent.
- If the existing chimneys need to be removed prior to relocation, the existing chimney should be carefully documented prior to dismantling of the existing chimneys. All sound, brick masonry units should be salvaged. Chimneys should be reinstated above roofline to match original configuration using salvaged masonry as possible, or

## CONSERVATION RECOMMENDATIONS

if necessary, with new, full-dimensioned brick masonry units to match the original. Reconstruction should be discussed with the Heritage Consultant.

### 5.6 FENESTRATION

*Windows, doors and storefronts are among the most conspicuous feature of any building. In addition to their function – providing light, views, fresh air and access to the building – their arrangement and design is fundamental to the building's appearance and heritage value. Each element of fenestration is, in itself, a complex assembly whose function and operation must be considered as part of its conservation. – Standards and Guidelines for the Conservation of Historic Places in Canada.*

#### 5.6.1 WINDOWS

The Surtees House originally featured a number of wood window assemblies, which include double-hung, casement, and fixed wood window sashes, some with six window panes in true divided lights.

Initial observations were done from the interior of the house because all of the window openings of the Surtees House have been securely boarded up from the exterior. A number of surviving original window sashes with missing or broken glazing are exposed from the interior of the house; some openings with missing assemblies were also noted during the review. Most of the windows are finished with paint.

In general, the window sashes appear to be in good and repairable condition. Some areas of the house were inaccessible, and further investigation would

be required to determine full condition of extant, original window assemblies. The windows of the historic house are important character-defining elements that should be preserved, and repaired as necessary.

#### Conservation Strategy: Preservation

- Inspect for condition and complete detailed inventory to determine extent of recommended repair or replacement.
- Retain existing window sashes; repair as required; install replacement matching sashes where missing or beyond repair.
- Preserve and repair as required, using in kind repair techniques where feasible.
- Overhaul, tighten/reinforce joints. Repair frame, trim and counterbalances.
- Each window should be made weather tight by re-puttying and weather-stripping as necessary.
- Retain historic glass, where possible. Where broken glass exists in historic wood-sash windows, the broken glass should be replaced. When removing broken glass, the exterior putty should be carefully chipped off with a chisel and the glazier's points should be removed. The wood where the new glass will be rested on should be scraped and cleaned well, and given a coat of linseed oil to prevent the wood from absorbing the oil from the new putty. The new glass should be cut 1/16-1/8th smaller than the opening to allow for expansion and irregularities in the opening, to ensure the glazing does not crack due to natural forces. Window repairs should be undertaken by a contractor skilled in heritage restoration.
- Replacement glass to be single glazing, and visually and physically compatible with existing.
- Prime and repaint as required in appropriate colour, based on colour schedule devised by Heritage Consultant.



## CONSERVATION RECOMMENDATIONS



Photos showing existing typical conditions of surviving original wood windows and doors: gable ends at the east/west elevations (1, 2); bay window at north elevation (3); historic front facade at west elevation, showing partial wood door (4); rear exterior door at east elevation (5); main entrance door at west elevation (6).



## CONSERVATION RECOMMENDATIONS

### 5.6.2 DOORS

The Surtees House features two original exterior door assemblies, which include the main entrance door at the front porch, and a secondary entrance door to the kitchen area at the rear of the house. Both doors are characterized by inset wood panelling and glazing unit that are finished with paint in unsympathetic colour. The surviving original exterior wooden door assemblies contribute to the historic character of the house and should be preserved, and repaired as required.

#### Conservation Strategy: Preservation




- Retain the door openings in their original locations, and preserve and repair all original door.
- New doors should be visually compatible with the historic character of the building.

### 5.7 EXTERIOR COLOUR SCHEDULE

Part of the restoration process is to finish the building in historically appropriate paint colours. The following preliminary colour scheme has been derived by the Heritage Consultant. On-site paint sampling and microscopic paint analysis did not provide sufficient evidence to determine the original colour scheme. A preliminary placeholder colour scheme has been suggested, using Benjamin Moore's Historical True Colours Palette. Further on-site analysis is required for final colour confirmation once access is available.

Prior to final paint application, samples of these colours should be placed on the building to be viewed in natural light. Final colour selection can then be verified. Matching to any other paint company products should be verified by the Heritage Consultant.

**PRELIMINARY COLOUR TABLE: SURTEES HOUSE, 4629 LAKESHORE ROAD, KELOWNA**

Element	Colour	Code	Sample	Finish
Wood Window Frames & Sashes	Hastings Red	VC-30		High Gloss
Doors	Stained & Varnished	-	-	-
Wood Siding	Pendrell Verdigris	VC-22		Flat
Window & Door Trim, Corner & Skirt Boards, Fascia, Soffit, Other Trims	Oxford Ivory	VC-15		Semi-Gloss
Roof	Cedar Shingles	-	-	-

Paint colours come from Benjamin Moore's *Historical Vancouver True Colours*

## 5.8 INTERIOR

*“Interior features can include elements such as interior walls, floors and ceilings, mouldings, staircases, fireplace mantels, faucets, sinks, built-in cabinets, light fixtures, hardware, radiators, mail chutes, telephone booths and elevators. Because their heritage value resides not only in their physical characteristics, but also in their location in the historic building, it is important to protect them from removal. This is particularly true of doors, banisters, church pews, fireplace mantels, sinks and light fixtures, which are often replaced instead of being upgraded. Reuse in their original location not only protects their heritage value, but is also a more sustainable approach to conserving these artefacts.” Standards & Guidelines for the Conservation of Historic Places in Canada*

Building Code upgrading is one of the most important aspects of heritage building rehabilitation, as it ensures life safety and long-term protection for the resource. However, the interior features of an historic property are often heavily damaged in the process. Both Vancouver Building By-law and the British Columbia Building Code offer equivalencies and exemptions to heritage buildings, which enable a higher degree of heritage conservation and retention of original material. The following guidelines pertaining to Health, Safety and Security Considerations from the *Standards & Guidelines* should be followed when faced with the conservation of interior character-defining elements:

- Upgrade interior features to meet health, safety and security requirements, in a manner that preserves the existing feature and minimizes impact on its heritage value.
- Work with code specialists to determine the most appropriate solution to health, safety and security requirements with the least impact on the character-defining elements and overall heritage value of the historic building.

- Explore all options for modifications to existing interior features to meet functional requirements prior to considering removal or replacement.
- Remove or encapsulate hazardous materials, such as friable asbestos insulation, using the least-invasive abatement methods possible, and only after thorough testing has been conducted.
- Install sensitively designed fire-suppression systems that retain character-defining elements and respect heritage value.

### 5.8.1 WALLS AND CEILINGS

The interior walls and ceilings of the Surtees House feature different finishes that include gypsum board and V-joint panelling. The front hall retains the V-joint panelling on the walls and ceilings, interfaced with corner board trim. The large bedroom with bay window to the north features a low ceiling with expressed horizontal beams, providing a coffered effect with flat inset gypsum board.

On the opposite sides of the bedroom to the east and the west are the early extensions to the original house, with walls that are characterized by horizontal wood siding of the original exterior walls. The dining area to the east features exposed roof rafters with an angle web wood member; the ceiling is covered in square ceramic tiles, which are not historically accurate.

The adaptive re-use of the Surtees House would require the rehabilitation of the interior of the house, and all efforts should be made to ensure that new work retains the integrity of the historic house, and is physically and visually compatible with, subordinate to and distinguishable from the historic place.

### Conservation Strategy: Rehabilitation

## CONSERVATION RECOMMENDATIONS



*Interior space of the enclosed vestibule (west early addition) showing original exterior horizontal wood lapped siding to the right.*



*Interior space of the dining room (east early addition) showing exposed shed roof rafters with angle web wood members.*



*Interior brick masonry chimney flue terminating at midsection of the interior wall, partially showing wood structural support.*



*Surviving original v-joint panelling on walls and ceiling of front hall, showing original main entrance door to the left.*

## CONSERVATION RECOMMENDATIONS



### 5.8.2 STAIRCASE

The Surtees House features an original, narrow winder staircase that is accessible from the large bedroom to the north, leading up to the attic spaces behind the fireplace. The low-height attic apices may have been used for storage or boarding rooms for servants. The staircase is intact and appears to be in good condition, and may be rehabilitated, as necessary.

**Conservation Strategy: Rehabilitation**

### 5.8.3 FIREPLACE

The Surtees House features a modest brick masonry fireplace with raised concrete hearth and wood mantel. The paint finish is not historically accurate, and should be removed. The fireplace is intact and appears to be in good condition, and may be rehabilitated, as necessary.

**Conservation Strategy: Rehabilitation**



*Photos showing surviving interior character-defining elements of Surtees House, including narrow winder staircase; brick masonry fireplace with raised concrete hearth and wood mantel; low ceiling with expressed horizontal beams and coffered-effect.*



## 6.0 MAINTENANCE PLAN

A Maintenance Plan should be adopted by the property owner, who is responsible for the long-term protection of the heritage features of the Surtees House. The Maintenance Plan should include provisions for:

- Copies of the Maintenance Plan and this Conservation Report to be incorporated into the terms of reference for the management and maintenance contract for the building;
- Cyclical maintenance procedures to be adopted as outlined below;
- Record drawings and photos of the building to be kept by the management / maintenance contractor; and
- Records of all maintenance procedures to be kept by the owner.

A thorough maintenance plan will ensure the integrity of the Surtees House is preserved. If existing materials are regularly maintained and deterioration is significantly reduced or prevented, the integrity of materials and workmanship of the building will be protected. Proper maintenance is the most cost effective method of extending the life of a building, and preserving its character-defining elements. The survival of historic buildings in good condition is primarily due to regular upkeep and the preservation of historic materials.

### 6.1 MAINTENANCE GUIDELINES

A maintenance schedule should be formulated that adheres to the *Standards & Guidelines for the Conservation of Historic Places in Canada*. As defined by the *Standards & Guidelines*, maintenance is defined as:

*Routine, cyclical, non-destructive actions necessary to slow the deterioration of a historic place. It entails periodic inspection; routine, cyclical, non-destructive cleaning; minor repair and refinishing operations; replacement of damaged or deteriorated materials that are impractical to save.*

The assumption that newly renovated buildings become immune to deterioration and require less maintenance is a falsehood. Rather, newly renovated buildings require heightened vigilance to spot errors in construction where previous problems had not occurred, and where deterioration may gain a foothold.

Routine maintenance keeps water out of the building, which is the single most damaging element to a heritage building. Maintenance also prevents damage by sun, wind, snow, frost and all weather; prevents damage by insects and vermin; and aids in protecting all parts of the building against deterioration. The effort and expense expended on an aggressive maintenance will not only lead to a higher degree of preservation, but also over time potentially save large amount of money otherwise required for later repairs.

### 6.2 PERMITTING

Repair activities, such as simple in-kind repair of materials, or repainting in the same colour, should be exempt from requiring city permits. Other more intensive activities will require the issuance of a Heritage Alteration Permit.

### 6.3 ROUTINE, CYCLICAL AND NON-DESTRUCTIVE CLEANING

Following the *Standards & Guidelines for the Conservation of Historic Places in Canada*, be mindful of the principle that recommends “using the gentlest means possible”. Any cleaning procedures should be undertaken on a routine basis and should be undertaken with non-destructive methods. Cleaning should be limited to the exterior material such as concrete surfaces and wood elements such as siding and trims. All of these elements are usually easily cleaned, simply with a soft, natural bristle brush, without water, to remove dirt and other material. If a more intensive cleaning is required,



this can be accomplished with warm water, mild detergent and a soft bristle brush. High-pressure washing, sandblasting or other abrasive cleaning should not be undertaken under any circumstances.

## 6.4 REPAIRS AND REPLACEMENT OF DETERIORATED MATERIALS

Interventions such as repairs and replacements must conform to the *Standards & Guidelines for the Conservation of Historic Places in Canada*. The building's character-defining elements – characteristics of the building that contribute to its heritage value (and identified in the Statement of Significance) such as materials, form, configuration, etc. – must be conserved, referencing the following principles to guide interventions:

- An approach of minimal intervention must be adopted - where intervention is carried out it will be by the least intrusive and most gentle means possible.
- Repair rather than replace character-defining elements.
- Repair character-defining elements using recognized conservation methods.
- Replace 'in kind' extensively deteriorated or missing parts of character-defining elements.
- Make interventions physically and visually compatible with the historic place.

## 6.5 INSPECTIONS

Inspections are a key element in the maintenance plan, and should be carried out by a qualified person or firm, preferably with experience in the assessment of heritage buildings. These inspections should be conducted on a regular and timely schedule. The inspection should address all aspects of the building including exterior, interior and site conditions. It makes good sense to inspect a building in wet weather, as well as in dry, in order to see how water runs off – or through – a building. From this inspection, an inspection report should

be compiled that will include notes, sketches and observations. It is helpful for the inspector to have copies of the building's elevation drawings on which to mark areas of concern such as cracks, staining and rot. These observations can then be included in the report. The report need not be overly complicated or formal, but must be thorough, clear and concise. Issues of concern, taken from the report should then be entered in a log book so that corrective action can be documented and tracked. Major issues of concern should be extracted from the report by the property manager.

An appropriate schedule for regular, periodic inspections would be twice a year, preferably during spring and fall. The spring inspection should be more rigorous since in spring moisture-related deterioration is most visible, and because needed work, such as painting, can be completed during the good weather in summer. The fall inspection should focus on seasonal issues such as weather- sealants, mechanical (heating) systems and drainage issues. Comprehensive inspections should occur at five-year periods, comparing records from previous inspections and the original work, particularly in monitoring structural movement and durability of utilities. Inspections should also occur after major storms.

## 6.6 INFORMATION FILE

The Surtees House should have its own information file where an inspection report can be filed. This file should also contain the log book that itemizes problems and corrective action. Additionally, this file should contain building plans, building permits, heritage reports, photographs and other relevant documentation so that a complete understanding of the building and its evolution is readily available, which will aid in determining appropriate interventions when needed.

The file should also contain a list outlining the finishes and materials used, and information

## MAINTENANCE PLAN

detailing where they are available (store, supplier). The building owner should keep on hand a stock of spare materials for minor repairs.

### 6.6.1 LOG BOOK

The maintenance log book is an important maintenance tool that should be kept to record all maintenance activities, recurring problems and building observations and will assist in the overall maintenance planning of the historic residence. Routine maintenance work should be noted in the maintenance log to keep track of past and plan future activities. All items noted on the maintenance log should indicate the date, problem, type of repair, location and all other observations and information pertaining to each specific maintenance activity.

Each log should include the full list of recommended maintenance and inspection areas noted in this Maintenance Plan, to ensure a record of all activities is maintained. A full record of these activities will help in planning future repairs and provide valuable building information for all parties involved in the overall maintenance and operation of the building, and will provide essential information for long term programming and determining of future budgets. It will also serve as a reminder to amend the maintenance and inspection activities should new issues be discovered or previous recommendations prove inaccurate.

The log book will also indicate unexpectedly repeated repairs, which may help in solving more serious problems that may arise in the historic building. The log book is a living document that will require constant adding to, and should be kept in the information file along with other documentation noted in section 6.6 *Information File*.

## 6.7 EXTERIOR MAINTENANCE

Water, in all its forms and sources (rain, snow, frost, rising ground water, leaking pipes, back-splash, etc.) is the single most damaging element to historic buildings.

The most common place for water to enter a building is through the roof. Keeping roofs repaired or renewed is the most cost-effective maintenance option. Evidence of a small interior leak should be viewed as a warning for a much larger and worrisome water damage problem elsewhere and should be fixed immediately.

### 6.7.1 INSPECTION CHECKLIST

The following checklist considers a wide range of potential problems specific to the Surtees House, such as water/moisture penetration, material deterioration and structural deterioration. This does not include interior inspections.

#### EXTERIOR INSPECTION

##### Site Inspection:

- ☐ Is the lot well drained? Is there pooling of water?
- ☐ Does water drain away from foundation?

##### Foundation

- ☐ Moisture: Is rising damp present?
- ☐ Is there back splashing from ground to structure?
- ☐ Is any moisture problem general or local?
- ☐ Is damp proof course present?
- ☐ Are there shrinkage cracks in the foundation?
- ☐ Are there movement cracks in the foundation?
- ☐ Is crack monitoring required?
- ☐ Is uneven foundation settlement evident?
- ☐ Are foundation crawl space vents clear and working?
- ☐ Do foundation openings (doors and windows) show: rust; rot; insect attack; soil build-up;
- ☐ Deflection of lintels?



### Wood Elements

- ☐ Are there moisture problems present? (Rising damp, rain penetration, condensation moisture from plants, water run-off from roof, sills, or ledges?)
- ☐ Is wood in direct contact with the ground?
- ☐ Is there insect attack present? Where and probable source?
- ☐ Is there fungal attack present? Where and probable source?
- ☐ Are there any other forms of biological attack? (Moss, birds, etc.) Where and probable source?
- ☐ Is any wood surface damaged from UV radiation? (bleached surface, loose surface fibres)
- ☐ Is any wood warped, cupped or twisted?
- ☐ Is any wood split? Are there loose knots?
- ☐ Are nails pulling loose or rusted?
- ☐ Is there any staining of wood elements? Source?

### Condition of Exterior Painted Materials

- ☐ Paint shows: blistering, sagging or wrinkling, alligatoring, peeling. Cause?
- ☐ Paint has the following stains: rust, bleeding knots, mildew, etc. Cause?
- ☐ Paint cleanliness, especially at air vents?

### Porch:

- ☐ Are steps safe? Balustrade secure?
- ☐ Do any support columns show rot at their bases?
- ☐ Attachment – are porches, steps, etc. securely connected to the building?

### Windows

- ☐ Is there glass cracked or missing?
- ☐ If the glazing is puttied has it gone brittle and cracked? Fallen out? Painted to shed water?
- ☐ If the glass is secured by beading, are the beads in good condition?
- ☐ Is there condensation or water damage to the paint?
- ☐ Are the sashes easy to operate? If hinged, do they swing freely?
- ☐ Is the frame free from distortion?

- ☐ Do sills show weathering or deterioration?
- ☐ Are drip mouldings/flashings above the windows properly shedding water?
- ☐ Is the caulking between the frame and the cladding in good condition?

### Doors

- ☐ Do the doors create a good seal when closed?
- ☐ Are the hinges sprung? In need of lubrication?
- ☐ Do locks and latches work freely?
- ☐ If glazed, is the glass in good condition? Does the putty need repair?
- ☐ Are door frames wicking up water? Where? Why?
- ☐ Are door frames caulked at the cladding? Is the caulking in good condition?
- ☐ What is the condition of the sill?

### Gutters and Downspouts

- ☐ Are downspouts leaking? Clogged? Are there holes or corrosion? (Water against structure)
- ☐ Are downspouts complete without any missing sections? Are they properly connected?
- ☐ Is the water being effectively carried away from the downspout by a drainage system?
- ☐ Do downspouts drain completely away?

### Roof

- ☐ Are there water blockage points?
- ☐ Is the leading edge of the roof wet?
- ☐ Is there evidence of biological attack? (Fungus, moss, birds, insects)
- ☐ Are wood shingles wind damaged or severely weathered? Are they cupped or split or lifting?
- ☐ Are the nails sound? Are there loose or missing shingles?
- ☐ Are flashings well seated?
- ☐ If there is a lightning protection system are the cables properly connected and grounded?
- ☐ Does the soffit show any signs of water damage? Insect or bird infestation?
- ☐ Is there rubbish buildup on the roof?

## MAINTENANCE PLAN

### INTERIOR INSPECTION

#### Basement

- ☐ Are there signs of moisture damage to the walls?
- ☐ Are there signs of past flooding, or leaks from the floor above? Is the floor damp?
- ☐ Are walls even or buckling or cracked? Is the floor cracked or heaved?
- ☐ Are there signs of insect or rodent infestation?

#### Concealed spaces

- ☐ Is light visible through walls, to the outside or to another space?
- ☐ Are the ventilators for windowless spaces clear and functional?
- ☐ Do pipes or exhausts that pass through concealed spaces leak?
- ☐ Are wooden elements soft, damp, cracked? Is metal material rusted, paint peeling or off altogether?
- ☐ Infestations - are there signs of birds, bats, insects, rodents, past or present?

### 6.7.2 MAINTENANCE PROGRAMME

#### INSPECTION CYCLE:

##### Daily

- Observations noted during cleaning (cracks; damp, dripping pipes; malfunctioning hardware; etc.) to be noted in log book or building file.

##### Semi-annually

- Semi-annual inspection and report with special focus on seasonal issues.
- Thorough cleaning of drainage system to cope with winter rains and summer storms
- Check condition of weather sealants (Fall).
- Clean the exterior using a soft bristle broom/brush.

##### Annually (Spring)

- Inspect concrete for cracks, deterioration.
- Inspect metal elements, especially in areas that may trap water.
- Inspect windows for paint and glazing compound failure, corrosion and wood decay and proper operation.
- Complete annual inspection and report.
- Clean out of all perimeter drains and rainwater systems.
- Touch up worn paint on the building's exterior.
- Check for plant, insect or animal infestation.
- Routine cleaning, as required.

##### Five-Year Cycle

- A full inspection report should be undertaken every five years comparing records from previous inspections and the original work, particularly monitoring structural movement and durability of utilities.
- Repaint windows every five to fifteen years.

##### Ten-Year Cycle

- Check condition of roof every ten years after last replacement.

##### Twenty-Year Cycle

- Confirm condition of roof and estimate effective lifespan. Replace when required.

##### Major Maintenance Work (as required)

- Thorough repainting, downspout and drain replacement; replacement of deteriorated building materials; etc.





SURTEES BARN



## 7.0 CONSERVATION RECOMMENDATIONS

A condition review of the Surtees Barn was carried out during a site visit in February 2017. Observations were made only in areas accessible during the review. In addition to the visual review of the building, paint samples were taken from exterior building materials and examined. The recommendations for the preservation and rehabilitation of the historic barn are based on the site review, material samples, and archival documents that provide valuable information about the original appearance of the Surtees Barn.

The following chapter describes the materials, physical condition and recommended conservation strategy for the Surtees Barn based on Parks Canada *Standards & Guidelines for the Conservation of Historic Places in Canada*.

### 7.1 SITE

The Surtees Barn is located within the Surtees property at 4629 Lakeshore Road, diagonally situated to the northeast of the Surtees House. It is characterized by a narrow set back from the north property line, with the front gable end of the barn directly facing St. Andrew's Church. To the south is a small hill that features a number of mature trees and shrubs.

The Surtees property is valued for its central location at the heart of the original Okanagan Mission settlement. It has many natural heritage features such as the Bellevue Creek and its riparian flora and fauna, and mature deciduous and coniferous trees acting as noise and visual barrier from adjacent neighbouring properties.

The Surtees Barn is intimately associated with the Surtees house, and along with its relationship to the surrounding natural heritage features of the property, its location is an important character-defining element of the historic assets.

#### Conservation Strategy: Relocation

- Preserve the original location of the building. All rehabilitation work should occur within the property lines.
- Retain the relationship of the Surtees Barn with the Surtees House and the surrounding natural heritage features.
- Protect and retain natural heritage features of the Surtees property. Replace in kind disturbed vegetation with new plantings to match original as required.
- Relocate the historic building within the property lines.

#### 7.1.1 RELOCATION

Site protection measures should be done in order to preserve the structure prior to relocation. Before moving the barn to its permanent location, the following **Relocation Guidelines** should be implemented:

- A relocation plan should be prepared to ensure that the least destructive method of relocation will be used. The original monitor vents should be moved with the barn, if possible.
- The existing structural bracing should be reviewed by a qualified engineer or a professional building relocation company.
- An experienced and qualified contractor should undertake the physical relocation of the historic structure.
- Appropriate foundation materials can be used at the new site, which can include reinforced concrete basement walls and slab.
- Provide utility installations for electricity, communication and other service connections underground. Installations located above ground should be incorporated harmoniously into the design concept for the relocated structure.
- Implement measures for site protection, in particular when the barn sits vacant, and until construction work commences.





Aerial maps showing location of the Surtees Barn at 4629 Lakeshore Road, and the extent of Surtees Property.



## CONSERVATION RECOMMENDATIONS



*Archival photo showing south elevation of Surtees Barn with cross of church in the background (top; date unknown); photo showing existing condition of Surtees Barn, as viewed from southwest, with St. Andrew's Church in the background.*



## CONSERVATION RECOMMENDATIONS



*Photos showing north elevation of Surtees Barn, as viewed from northeast (top) and northwest (bottom). Note hill with mature landscape in the background.*



## CONSERVATION RECOMMENDATIONS



*Archival photo showing east elevation of the Surtees Barn (top), with small log house in the background (demolished). Photo showing existing condition of east elevation of the Surtees Barn (bottom); note in the background showing a portion of the Surtees House to the left, and the St. Andrew's Church to the right.*



## 7.2 OVERALL FORM, SCALE & MASSING

The Surtees Barn retains its original form, scale, and massing, characterized by its two-storey height; gambrel roof with slightly flared eaves, a peaked roof projection above the hayloft opening to the north, and two venting stacks along the roof ridge; fenestration in central symmetry at gable end elevations; and an early extension with side- gable roof to the west. Based on archival photos, a series of later interventions was done to the early extension. None are surviving, but traces of their roof outline remain visible on the west side exterior walls of the barn.

The overall form, scale, and massing of the Surtees Barn, including the early extension to the west, are important character-defining elements that should be preserved, and repaired as necessary. All efforts should be made to ensure conservation of its heritage value by adopting minimal intervention that retains the integrity of its overall form, scale, and massing.

### Conservation Strategy: Preservation

- Preserve the overall form, scale and massing of the Surtees Barn.
- All new addition should be reviewed by Heritage Consultant to ensure that the essential form and integrity of the historic asset is preserved.

## 7.3 FOUNDATIONS

The Surtees Barn features exposed, poured-in-place concrete foundation walls supporting its original wood-frame structure, and raised concrete floor slab. A new concrete foundation will be constructed prior to relocation of the historic building. Careful attention should be executed to ensure the exterior walls above grade are not damaged during demolition of existing foundation and relocation of the barn. The heritage resource should be protected from damage or destruction at all times. Reference sections 4.3: *General Conservation Strategy* and 4.6: *Site Protection* for further information.



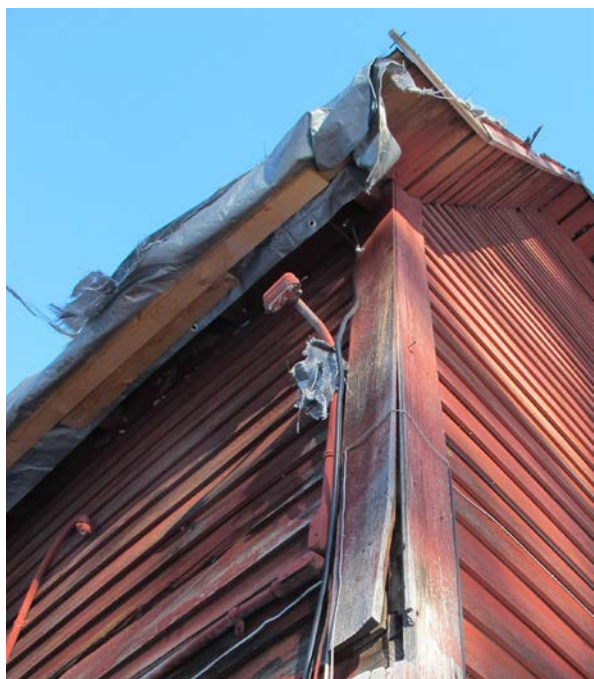
*Basement of the west extension to the Surtees Barn.*



## CONSERVATION RECOMMENDATIONS



*Photos showing typical deteriorated condition of exterior wall cladding above concrete foundation walls. Note profile of original drop siding (top right).*



*Photos showing typical deteriorated condition of exterior wall cladding, as well as roof soffit and corner board trims.*

## CONSERVATION RECOMMENDATIONS



*Northeast corner condition of the existing, original exterior walls of the Surtees Barn, showing unsympathetic paint finish.*



*Interior side of the wall-to-roof interface, showing typical existing condition of the original wood materials.*

### Conservation Strategy: Rehabilitation

- If new foundations are proposed, concrete is a suitable material. New material should match original in appearance, as viewed from the exterior, as possible.
- Foundations should be reviewed by a Structural Engineer. Once condition is assessed, conservation recommendations can be finalized.
- To ensure the prolonged preservation of the new foundations, all landscaping should be separated from the foundations at grade by a course of gravel or decorative stones, which help prevent splash back and assist drainage. New vegetation may assist in concealing the newly exposed foundations, if desired.

## 7.4 EXTERIOR WOOD-FRAME WALLS

The Surtees Barn features a traditional wood-frame construction with exposed roof structure in gambrel and side-gable configuration, and partially-exposed wood studs of the exterior walls at the second floor level, as viewed from the interior of the building. In general, the exterior wood-frame walls appear to be in fair condition, with no evident signs of heavy deterioration based on visual observation from the interior and exterior of the barn. Further investigation is required to determine its construction and structural integrity.

The exterior walls of the building feature surviving original materials, which include horizontal wood drop siding, and wood trims such as corner boards, skirt boards, window and door surround trims, and window sills. The exterior wood cladding and trims appears to be in fair condition, with most of the original materials showing signs of deterioration, as evident by: wood shrinkage, cracking, or missing pieces altogether; peeling of paint; discolouration; staining; and some biological growth in localized areas. These conditions may have resulted from inadequate protection of the historic asset since the building was left unoccupied.



## CONSERVATION RECOMMENDATIONS

The exterior wood-frame walls are important character-defining elements of the Surtees Barn, and should be preserved and repaired, as required. The proposed rehabilitation scheme will include structural, seismic, and envelope upgrades, and all original wood materials, particularly the horizontal drop siding and trims in good condition will be salvaged, reinstated, and finished to match original.

### Conservation Strategy: Preservation

- Due to the integrity of the original wood-frame structure, the exterior walls should be preserved through retention and in-situ repair work, as possible.
- Preserve the original wood-frame structure of the historic building, and carefully document exterior walls prior to relocation and dismantling.
- Any existing original materials in good condition should be salvaged, and reinstated to match original. Replace damaged siding to match existing in material, size, profile and thickness.
- New materials that is visually physically compatible with the original should be reinstated when original fabric is missing. Combed and/or textured lumber is not acceptable. Hardi-plank or other cementitious boards are not acceptable.
- Design structural, seismic, and envelope upgrades so as to minimize the impact to the character-defining elements.
- Utilize Alternate Compliance Methods outlined in the BC Building Code for fire and spatial separations, including installation of sprinklers where possible.
- Cleaning procedures should be undertaken with non-destructive methods. Areas with biological growth should be cleaned using a soft, natural bristle brush, without water, to remove dirt and other material. If a more intense cleaning is required, this can be accomplished with warm water, mild detergent (such as D/2 Biological Solution®) and a soft bristle brush. High-pressure power washing, abrasive cleaning or sandblasting should not be allowed under any circumstances.



*Photo showing interior side of the exterior wood-frame walls, looking north, and underside of the gambrel roof structure of the Surtees Barn.*



## 7.5 ROOF

The gambrel roof of the Surtees Barn is the most prominent feature of the historic asset, both from the exterior and the interior of the building. Functionally, the gambrel configuration allowed for an enlarged storage capacity of the hayloft. The roof of the Surtees Barn is characterized by flared eaves to the east and west, and a narrow roof overhang at gambrel ends to the north and south, with a peaked projection on the north side.

In general, the roof cladding appears to be in poor condition. The temporary roof protection is heavily damaged, which may result in further water penetration and unwanted access to pests.

### Conservation Recommendation: Rehabilitation

- Preserve the roof structure in its current configuration, as expressed by its primary cross-gabled roofstructure.
- If required, roofing membrane and cladding system may be rehabilitated. Cedar shingles are the preferred material, but Duroid shingles or Aged Cedar Enviroshingles™ are also acceptable.
- Retain the original bargeboards and fascia boards, as well as the soffit any exposed roof elements.
- Design and install adequate rainwater disposal system and ensure proper drainage from the site is maintained. Wood gutters with galvanized steel downspouts are recommended. Aluminum in appropriate colours is also acceptable. Paint or provide specification of drainage system elements according to colour schedule devised by Heritage Consultant.

### 7.5.1 MONITOR VENTS

The Surtees Barn features two original monitor vents along the roof ridges, characterized by wooden louvres, walls clad in horizontal drop siding, and front-gabled cap. The monitor vents were inaccessible during the review, but observations

from the ground indicate that they appear to be in fair condition, showing signs of minor deterioration caused by natural weathering. Further investigation is required to determine their existing condition and structural integrity.

### Conservation Recommendation: Preservation

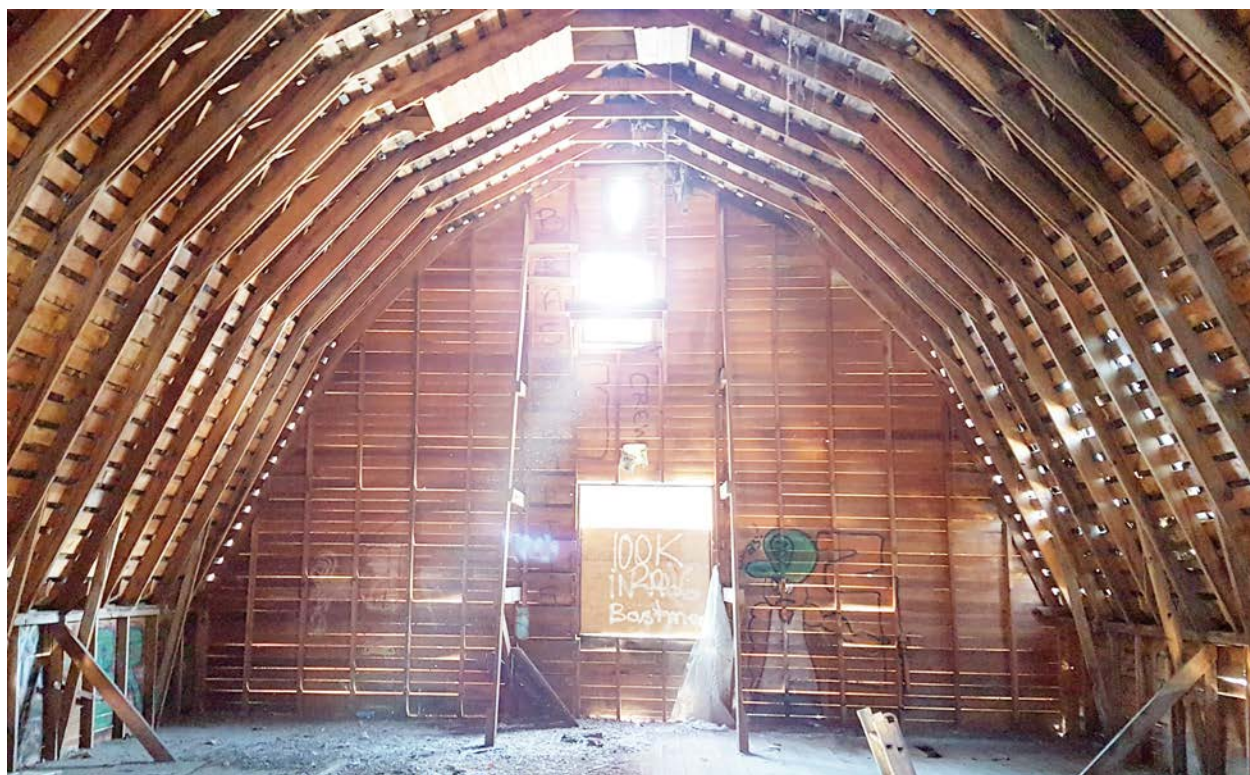
- Preserve the original monitor vents in its original configuration, if possible.
- Original chimneys may require structural stabilization.
- Investigate condition of louvers and siding. If required, they should be repaired and cleaned using gentlest means as possible.
- If the existing monitor vents need to be removed prior to relocation, the existing monitor vents should be carefully documented prior to dismantling. All sound, original materials should be salvaged. Monitor vents should be reinstated above roofline to match original configuration using salvaged original materials as possible, or if necessary, with new materials to match the original. Reconstruction should be discussed with the Heritage Consultant.



*Photo showing typical deteriorated condition of two, existing monitor vents along the roofridge.*



## CONSERVATION RECOMMENDATIONS



*Photos showing exposed gambrel roof structure of the Surtees Barn.*



## CONSERVATION RECOMMENDATIONS



*Photos showing side-gabled roof structure of the Surtees Barn extension, from exterior (top) and interior (bottom) side.*



## CONSERVATION RECOMMENDATIONS

### 7.6 FENESTRATION

*Windows, doors and storefronts are among the most conspicuous feature of any building. In addition to their function – providing light, views, fresh air and access to the building – their arrangement and design is fundamental to the building's appearance and heritage value. Each element of fenestration is, in itself, a complex assembly whose function and operation must be considered as part of its conservation. – Standards and Guidelines for the Conservation of Historic Places in Canada.*

#### 7.6.1 WINDOWS

The Surtees Barn features surviving original wood window assemblies, including a number of fixed wood window sashes in various sizes, with six window panes in true divided lights. All of the window openings have been securely boarded up from the exterior, and all observations of surviving wood window sashes were done from interior spaces of the Surtees Barn that were accessible during the initial review. Further investigation would be required to assess the condition of all extant, original window assemblies.

All of surviving sashes were finished in paint, and some have missing or broken glazing, while others have been entirely detached from the window opening. In general, the window sashes appear to be in good and repairable condition. The windows of the Surtees Barn are important character-defining elements that should be preserved, and repaired as necessary.

One later window opening was introduced at the loft level of the south elevation, which breaks central symmetry of the gable ends. This could be rehabilitated in a sympathetic manner by enlarging the opening to achieve central symmetry.



*Photos showing original, existing door assembly at west return of south elevation (top), and later door surround trim at east elevation (bottom).*

**Conservation Strategy: Preservation**

- Inspect for condition and complete detailed inventory to determine extent of recommended repair or replacement.
- Retain existing window sashes; repair as required; install replacement matching sashes where missing or beyond repair.
- Preserve and repair as required, using in kind repair techniques where feasible.
- Overhaul, tighten/reinforce joints. Repair frame, trim and counterbalances.
- Each window should be made weather tight by re-puttying and weather-stripping as necessary.
- Retain historic glass, where possible. Where broken glass exists in historic wood-sash windows, the broken glass should be replaced. When removing broken glass, the exterior putty should be carefully chipped off with a chisel and the glazier's points should be removed. The wood where the new glass will be rested on should be scraped and cleaned well, and given a coat of linseed oil to prevent the wood from absorbing the oil from the new putty. The new glass should be cut 1/16-1/8th smaller than the opening to allow for expansion and irregularities in the opening, to ensure the glazing does not crack due to natural forces. Window repairs should be undertaken by a contractor skilled in heritage restoration.
- Replacement glass to be single glazing, and visually and physically compatible with existing.
- Prime and repaint as required in appropriate colour, based on colour schedule devised by Heritage Consultant.

**7.6.2 DOORS**

The Surtees Barn features original door openings on all elevations, although it appears that only one later door is extant, which is located at the west wall return of the Surtees Barn. The door is characterized by an inset panelling, with six glass panes in true divided lights. The surviving later door should be preserved, and repaired as necessary. All missing doors should be replaced with new, appropriate wooden doors that are sympathetic to the historic character of the Barn.

**Conservation Strategy: Preservation & Rehabilitation**

- Retain the door openings in their original locations, and preserve and repair all original door.
- New doors should be visually compatible with the historic character of the building.




**7.7 EXTERIOR COLOUR SCHEDULE**

Part of the restoration process is to finish the building in historically appropriate paint colours. The following preliminary colour scheme has been derived by the Heritage Consultant, based on on-site paint sampling and microscopic paint analysis. The colours have been matched to Benjamin Moore's Historical True Colours Palette. Further on-site analysis is required for final colour confirmation once access is available.

Prior to final paint application, samples of these colours should be placed on the building to be viewed in natural light. Final colour selection can then be verified. Matching to any other paint company products should be verified by the Heritage Consultant.

## CONSERVATION RECOMMENDATIONS

### PRELIMINARY COLOUR TABLE: NAME OF BUILDING, ADDRESS

Element	Colour*	Code	Sample	Finish
Wood Siding	Pendrell Red	VC-29		Flat
Window Sash	Oxford Ivory	VC-I		High-Gloss
Door	TBD	-		-
Window & Door Trim, Corner & Skirt Boards, Fascia, Soffit, Other Trims	Oxford Ivory	VC-I		Semi-Gloss
Roof	Cedar Shingles	-	-	-

\*Paint colours come from Benjamin Moore's *Historical Vancouver True Colours*



## 8.0 MAINTENANCE PLAN

A Maintenance Plan should be adopted by the property owner, who is responsible for the long-term protection of the heritage features of the Surtees Barn. The Maintenance Plan should include provisions for:

- Copies of the Maintenance Plan and this Conservation Report to be incorporated into the terms of reference for the management and maintenance contract for the building;
- Cyclical maintenance procedures to be adopted as outlined below;
- Record drawings and photos of the building to be kept by the management / maintenance contractor; and
- Records of all maintenance procedures to be kept by the owner.

A thorough maintenance plan will ensure the integrity of the Surtees Barn is preserved. If existing materials are regularly maintained and deterioration is significantly reduced or prevented, the integrity of materials and workmanship of the building will be protected. Proper maintenance is the most cost effective method of extending the life of a building, and preserving its character-defining elements. The survival of historic buildings in good condition is primarily due to regular upkeep and the preservation of historic materials.

### 8.1 MAINTENANCE GUIDELINES

A maintenance schedule should be formulated that adheres to the *Standards & Guidelines for the Conservation of Historic Places in Canada*. As defined by the *Standards & Guidelines*, maintenance is defined as:

*Routine, cyclical, non-destructive actions necessary to slow the deterioration of a historic place. It entails periodic inspection; routine, cyclical, non-destructive cleaning; minor repair and refinishing operations; replacement of damaged or deteriorated materials that are impractical to save.*

The assumption that newly renovated buildings become immune to deterioration and require less maintenance is a falsehood. Rather, newly renovated buildings require heightened vigilance to spot errors in construction where previous problems had not occurred, and where deterioration may gain a foothold.

Routine maintenance keeps water out of the building, which is the single most damaging element to a heritage building. Maintenance also prevents damage by sun, wind, snow, frost and all weather; prevents damage by insects and vermin; and aids in protecting all parts of the building against deterioration. The effort and expense expended on an aggressive maintenance will not only lead to a higher degree of preservation, but also over time potentially save large amount of money otherwise required for later repairs.

### 8.2 PERMITTING

Repair activities, such as simple in-kind repair of materials, or repainting in the same colour, should be exempt from requiring city permits. Other more intensive activities will require the issuance of a Heritage Alteration Permit.

### 8.3 ROUTINE, CYCLICAL AND NON-DESTRUCTIVE CLEANING

Following the *Standards & Guidelines for the Conservation of Historic Places in Canada*, be mindful of the principle that recommends “using the gentlest means possible”. Any cleaning procedures should be undertaken on a routine basis and should be undertaken with non-destructive methods. Cleaning should be limited to the exterior material such as concrete and stucco wall surfaces and wood elements such as storefront frames. All of these elements are usually easily cleaned, simply with a soft, natural bristle brush, without water, to remove dirt and other material. If a more intensive



## MAINTENANCE PLAN

cleaning is required, this can be accomplished with warm water, mild detergent and a soft bristle brush. High-pressure washing, sandblasting or other abrasive cleaning should not be undertaken under any circumstances.

### 8.4 REPAIRS AND REPLACEMENT OF DETERIORATED MATERIALS

Interventions such as repairs and replacements must conform to the *Standards & Guidelines for the Conservation of Historic Places in Canada*. The building's character-defining elements – characteristics of the building that contribute to its heritage value (and identified in the Statement of Significance) such as materials, form, configuration, etc. – must be conserved, referencing the following principles to guide interventions:

- An approach of minimal intervention must be adopted – where intervention is carried out it will be by the least intrusive and most gentle means possible.
- Repair rather than replace character-defining elements.
- Repair character-defining elements using recognized conservation methods.
- Replace 'in kind' extensively deteriorated or missing parts of character-defining elements.
- Make interventions physically and visually compatible with the historic place.

### 8.5 INSPECTIONS

Inspections are a key element in the maintenance plan, and should be carried out by a qualified person or firm, preferably with experience in the assessment of heritage buildings. These inspections should be conducted on a regular and timely schedule. The inspection should address all aspects of the building including exterior, interior and site conditions. It makes good sense to inspect a building in wet weather, as well as in dry, in order to see how water runs off – or through – a building.

From this inspection, an inspection report should be compiled that will include notes, sketches and observations. It is helpful for the inspector to have copies of the building's elevation drawings on which to mark areas of concern such as cracks, staining and rot. These observations can then be included in the report. The report need not be overly complicated or formal, but must be thorough, clear and concise. Issues of concern, taken from the report should then be entered in a log book so that corrective action can be documented and tracked. Major issues of concern should be extracted from the report by the property manager.

An appropriate schedule for regular, periodic inspections would be twice a year, preferably during spring and fall. The spring inspection should be more rigorous since in spring moisture-related deterioration is most visible, and because needed work, such as painting, can be completed during the good weather in summer. The fall inspection should focus on seasonal issues such as weather- sealants, mechanical (heating) systems and drainage issues. Comprehensive inspections should occur at five-year periods, comparing records from previous inspections and the original work, particularly in monitoring structural movement and durability of utilities. Inspections should also occur after major storms.

### 8.6 INFORMATION FILE

The building should have its own information file where an inspection report can be filed. This file should also contain the log book that itemizes problems and corrective action. Additionally, this file should contain building plans, building permits, heritage reports, photographs and other relevant documentation so that a complete understanding of the building and its evolution is readily available, which will aid in determining appropriate interventions when needed.



The file should also contain a list outlining the finishes and materials used, and information detailing where they are available (store, supplier). The building owner should keep on hand a stock of spare materials for minor repairs.

### 8.6.1 LOG BOOK

The maintenance log book is an important maintenance tool that should be kept to record all maintenance activities, recurring problems and building observations and will assist in the overall maintenance planning of the building. Routine maintenance work should be noted in the maintenance log to keep track of past and plan future activities. All items noted on the maintenance log should indicate the date, problem, type of repair, location and all other observations and information pertaining to each specific maintenance activity.

Each log should include the full list of recommended maintenance and inspection areas noted in this Maintenance Plan, to ensure a record of all activities is maintained. A full record of these activities will help in planning future repairs and provide valuable building information for all parties involved in the overall maintenance and operation of the building, and will provide essential information for long term programming and determining of future budgets. It will also serve as a reminder to amend the maintenance and inspection activities should new issues be discovered or previous recommendations prove inaccurate.

The log book will also indicate unexpectedly repeated repairs, which may help in solving more serious problems that may arise in the historic building. The log book is a living document that will require constant adding to, and should be kept in the information file along with other documentation noted in section 6.6 *Information File*.

## 8.7 EXTERIOR MAINTENANCE

Water, in all its forms and sources (rain, snow, frost, rising ground water, leaking pipes, back-splash, etc.) is the single most damaging element to historic buildings.

The most common place for water to enter a building is through the roof. Keeping roofs repaired or renewed is the most cost-effective maintenance option. Evidence of a small interior leak should be viewed as a warning for a much larger and worrisome water damage problem elsewhere and should be fixed immediately.

### 8.7.1 INSPECTION CHECKLIST

The following checklist considers a wide range of potential problems specific to the Surtees Barn, such as water/moisture penetration, material deterioration and structural deterioration. This does not include interior inspections.

## EXTERIOR INSPECTION

### Site Inspection:

- ☐ Is the lot well drained? Is there pooling of water?
- ☐ Does water drain away from foundation?

### Foundation

- ☐ Moisture: Is rising damp present?
- ☐ Is there back splashing from ground to structure?
- ☐ Is any moisture problem general or local?
- ☐ Is damp proof course present?
- ☐ Are there shrinkage cracks in the foundation?
- ☐ Are there movement cracks in the foundation?
- ☐ Is crack monitoring required?
- ☐ Is uneven foundation settlement evident?
- ☐ Are foundation crawl space vents clear and working?
- ☐ Do foundation openings (doors and windows) show: rust; rot; insect attack; paint failure; soil build-up;
- ☐ Deflection of lintels?

## MAINTENANCE PLAN

### Wood Elements

- ☐ Are there moisture problems present? (Rising damp, rain penetration, condensation moisture from plants, water run-off from roof, sills, or ledges?)
- ☐ Is wood in direct contact with the ground?
- ☐ Is there insect attack present? Where and probable source?
- ☐ Is there fungal attack present? Where and probable source?
- ☐ Are there any other forms of biological attack? (Moss, birds, etc.) Where and probable source?
- ☐ Is any wood surface damaged from UV radiation? (bleached surface, loose surface fibres)
- ☐ Is any wood warped, cupped or twisted?
- ☐ Is any wood split? Are there loose knots?
- ☐ Are nails pulling loose or rusted?
- ☐ Is there any staining of wood elements? Source?

### Condition of Exterior Painted Materials

- ☐ Paint shows: blistering, sagging or wrinkling, alligating, peeling. Cause?
- ☐ Paint has the following stains: rust, bleeding knots, mildew, etc. Cause?
- ☐ Paint cleanliness, especially at air vents?

### Windows

- ☐ Is there glass cracked or missing?
- ☐ If the glazing is puttied has it gone brittle and cracked? Fallen out? Painted to shed water?
- ☐ If the glass is secured by beading, are the beads in good condition?
- ☐ Is there condensation or water damage to the paint?
- ☐ Are the sashes easy to operate? If hinged, do they swing freely?
- ☐ Is the frame free from distortion?
- ☐ Do sills show weathering or deterioration?
- ☐ Are drip mouldings/flashings above the windows properly shedding water?
- ☐ Is the caulking between the frame and the cladding in good condition?

### Doors

- ☐ Do the doors create a good seal when closed?
- ☐ Are the hinges sprung? In need of lubrication?
- ☐ Do locks and latches work freely?
- ☐ If glazed, is the glass in good condition? Does the putty need repair?
- ☐ Are door frames wicking up water? Where? Why?
- ☐ Are door frames caulked at the cladding? Is the caulking in good condition?
- ☐ What is the condition of the sill?

### Roof

- ☐ Are there water blockage points?
- ☐ Is there evidence of biological attack? (Fungus, moss, birds, insects)
- ☐ Are wood shingles wind damaged or severely weathered? Are they cupped or split or lifting?
- ☐ Are the nails sound? Are there loose or missing shingles?
- ☐ If there is a lightening protection system are the cables properly connected and grounded?
- ☐ Does the soffit show any signs of water damage? Insect or bird infestation?
- ☐ Is there rubbish buildup on the roof?
- ☐ Are flashings well positioned and sealed?

## INTERIOR INSPECTION

### Basement

- ☐ Are there signs of moisture damage to the walls? Is masonry cracked, discoloured, spalling?
- ☐ Is wood cracked, peeling rotting? Does it appear wet when surroundings are dry?
- ☐ Are there signs of past flooding, or leaks from the floor above? Is the floor damp?
- ☐ Are walls even or buckling or cracked? Is the floor cracked or heaved?
- ☐ Are there signs of insect or rodent infestation?



**Concealed spaces**

- ☐ Is light visible through walls, to the outsider or to another space?
- ☐ Are the ventilators for windowless spaces clear and functional?
- ☐ Do pipes or exhausts that pass through concealed spaces leak?
- ☐ Are wooden elements soft, damp, cracked? Is metal material rusted, paint peeling or off altogether?
- ☐ Infestations - are there signs of birds, bats, insects, rodents, past or present?

*8.7.2 MAINTENANCE PROGRAMME*

**INSPECTION CYCLE:**

**Daily**

- Observations noted during cleaning (cracks; damp, dripping pipes; malfunctioning hardware; etc.) to be noted in log book or building file.

**Semi-annually**

- Semi-annual inspection and report with special focus on seasonal issues.
- Thorough cleaning of drainage system to cope with winter rains and summer storms
- Check condition of weather sealants (Fall).
- Clean the exterior using a soft bristle broom/brush.

**Annually (Spring)**

- Inspect concrete for cracks, deterioration.
- Inspect metal elements, especially in areas that may trap water.
- Inspect windows for paint and glazing compound failure, corrosion and wood decay and proper operation.
- Complete annual inspection and report.
- Clean out of all perimeter drains and rainwater systems.

- Touch up worn paint on the building's exterior.
- Check for plant, insect or animal infestation.
- Routine cleaning, as required.

**Five-Year Cycle**

- A full inspection report should be undertaken every five years comparing records from previous inspections and the original work, particularly monitoring structural movement and durability of utilities.
- Repaint windows every five to fifteen years.

**Ten-Year Cycle**

- Check condition of roof every ten years after last replacement.

**Twenty-Year Cycle**

- Confirm condition of roof and estimate effective lifespan. Replace when required.

**Major Maintenance Work (as required)**

- Thorough repainting, downspout and drain replacement; replacement of deteriorated building materials; etc.



# APPENDIX A: RESEARCH SUMMARY

**LEGAL DESCRIPTION:** Lot A, Plan KAP 71341  
**CIVIC ADDRESS:** 4629 Lakeshore Road  
**CONSTRUCTION DATE:** House circa 1910, Barn circa 1927

## SOURCES

- City of Kelowna website: <http://www.kelowna.ca/CM/page1219.aspx> (accessed January 2007)
- BC Archives, Vital Events
- British Columbia Archival Union List (BCAUL), St. Andrew's Church: <http://aabc.bc.ca/WWW.angbc.archbc/display.ANGKOOT-330> (accessed January 2007)
- Marjoribanks, R. J. ed. "Coutts and Archie: The Honourable Cowboys," in *The Marjoribanks Journal*. 5 (1998): 1-6. <http://members.fortunecity.com/jgreen/Mbanks/n5.html> (accessed January 2007)
- Okanagan Historical Society, Kelowna Branch. *Our History Our Heritage: One Hundred Stories Celebrating One Hundred Years*. Kelowna: Kelowna Branch Okanagan Historical Society, 2004.
- Surtees, Ursula. *History of Okanagan Mission House & Barn (1919/1920)*. (attached as Appendix B).
- Upton, Primrose. *The History of the Okanagan Mission*. Okanagan Mission: Okanagan Mission Centennial Committee: 1958.
- Zuehlke, Mark. *Scoundrels, Dreamers & Second Sons: British Remittance Men in the Canadian West*. Vancouver: Whitecap, 1994.

## LAND TITLE SEARCH

- Original Legal Description: Fractional N ½ of Section 25, Twp. 28, ODYD
- Subdivided: Lot 9, Plan 477
- Subdivided: Lot 22, Plan 1575
- Lot 3, Plan 6731
- Subdivided: Lot A, Plan KAP 71341

## OWNERSHIP

**1905:** Crown to Gifford Rutter Thompson (Fractional N ½ of Section 25)  
**1910:** A.B. Carle (Fractional N ½ of Section 25)  
**1910:** James H. Baillie (Lot 9)  
**1911:** (Registered 1912): The South Kelowna Land Co. Ltd. (Lot 9)  
**1920:** Soldier's Settlement Board  
**1942:** Edward Coelen  
**1961:** Glenn James Coe and Verna May Coe  
**1978:** John Coutts Surtees and Ursula Margaret Surtees  
**1986:** Ursula Margaret Surtees  
**1993:** Douglas Mulholland  
**1993:** 434003 B.C. Ltd.  
**2002:** City of Kelowna





## **SCHEDULE "B"**

### **AMENDMENT AGREEMENT**

THIS AGREEMENT dated for reference the                      day of                      , 2017 is

BETWEEN:

**CITY OF KELOWNA**, having an office at 1435 Water Street, Kelowna, British Columbia, V1Y 1J4

(the "City")

AND:

**JEM HTB PROPERTIES INC.** (Inc. No. BC0949919), c/o Pushor Mitchell LLP,  
3rd Floor, 1665 Ellis Street, Kelowna, British Columbia, V1Y 2B3

(the "Leasee")

WHEREAS:

- A. The Leasee and the City entered into a heritage revitalization agreement (the "Heritage Revitalization Agreement") to establish terms, conditions and requirements for the use and development of the Heritage Lands and the restoration, renovation, and conservation of the existing Heritage Buildings located thereon;
- B. The parties have agreed to amend the Heritage Revitalization Agreement in accordance with the terms of this Agreement.

NOW THEREFORE, in consideration of the payment of \$1.00 by the Leasee to the City and other good and valuable consideration, the receipt and sufficiency of which the City hereby acknowledges, the Leasee and the City covenant and agree with each other as follows:

- 1. All words and phrases defined in the Heritage Revitalization Agreement and used in this Agreement shall have the same meaning as set forth in the Heritage Revitalization Agreement.
- 2. Section 4.1 of the Heritage Revitalization Agreement is hereby deleted and replaced with the following:
  - 4.1 If one or both of the Heritage Buildings are damaged, the Leasee shall obtain a heritage alteration permit and any other necessary permits and licenses and, in a timely manner, shall restore and repair the Heritage Buildings to the same condition and appearance that existed before the damage occurred.
  - 4.2 If, in the opinion of the City, one or both of the Heritage Buildings are completely destroyed, the Leasee shall construct replicas, using contemporary materials if necessary, of the Heritage Buildings that comply in all respects with the Conservation Plan in Schedule D and with Zoning Bylaw No. 8000, as varied by this Agreement, after

having obtained a heritage alteration permit and any other necessary permits and licenses, and this Agreement will remain in full force and effect.

- 4.3 The Leasee shall use its best efforts to commence and complete any repairs to the Heritage Buildings, or the construction of any replica buildings, with reasonable dispatch.
3. Part 5.0 of the Heritage Revitalization Agreement is hereby deleted in its entirety and replaced with the following:

**5.0 Enforcement of Agreement**

5.1 In the event that the Leasee is in breach of any term of this Agreement, the City may give the Leasee notice in writing of the breach and the Leasee shall remedy the breach within 60 days of receipt of the notice, or in the case of a breach that cannot with due diligence be cured within the period of 60 days, the Leasee shall promptly proceed to cure and continue with reasonable diligence to cure such default until the default is cured. The City acknowledges that in consideration of the Leasee performing its obligations under this Agreement and the rent under the lease of the Heritage Lands, the City will only be able to seek recourse in respect of an alleged default by the Leasee under this Agreement by:

- (a) bringing a claim in law against the Leasee for debt or damages, as the case may be, recoverable against the Leasee;
- (b) seeking an order of a Court of competent jurisdiction for specific performance of a mandatory term of this Agreement;
- (c) seeking an order of a Court of competent jurisdiction restraining a continuing breach of this Agreement; or
- (d) pursuing any rights that the City may have under statute in connection with the Heritage Buildings, this Agreement, or the subject matter of the breach, including but not limited to the City seeking recourse in respect to statutory offenses where the breach of this Agreement is also a breach of applicable law,

and the City has no right to cancel or terminate this Agreement so long as the lease of the Heritage Lands by the City to the Leasee, as it may be assigned from time to time, remains in force and effect.

4. All amendments in this Agreement take effect as of the date on which Council for the City of Kelowna adopts the bylaw approving this Agreement.
5. The Leasee affirms and agrees that the Heritage Revitalization Agreement remains unchanged, except as amended herein, and, as amended herein, in full force and effect, time being of the essence, and the Leasee shall perform and observe the covenants, provisos and stipulations in the Heritage Revitalization Agreement as amended herein as fully as if such covenants, provisos and stipulations had been repeated herein in full.



provisos and stipulations had been repeated herein in full.

6. This Agreement may be executed in multiple counterparts, each of which is to be deemed to be an original and all of which together constitute one and the same agreement.

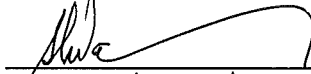
IN WITNESS WHEREOF the Leasee and the City have executed this Agreement as of the date written above.

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

\_\_\_\_\_  
Mayor:

\_\_\_\_\_  
City Clerk:

**JEM HTB PROPERTIES INC.** by its authorized  
signatory(ies):

  
\_\_\_\_\_  
Name: Shane Worman

\_\_\_\_\_  
Name:

# REPORT TO COUNCIL



**Date:** May 15, 2017

**RIM No.** 1240-30

**To:** City Manager

**From:** Community Planning Department (AC)

**Application:** HRA17-0001

**Owner:** City of Kelowna

**Address:** 4629 Lakeshore Rd

**Applicant:** Worman Resources Inc.

**Subject:** Heritage Revitalization Agreement

Existing OCP Designation: Park

Existing Zone: P3 – Parks and Open Space

Heritage Register: Included

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## 1.0 Recommendation

THAT Council consider a Bylaw which would authorize the City of Kelowna to enter into a Heritage Revitalization Agreement for Lot A, Section 25, Township 28, SDYD, Plan KAP71341, located at 4629 Lakeshore Rd, Kelowna, BC, for two buildings of heritage value as identified as Schedule "A" to the Report from the Community Planning Department dated May 15, 2017;

AND THAT the Heritage Revitalization Agreement Authorization Bylaw be forwarded to a Public Hearing for further consideration;

AND THAT the Heritage Revitalization Agreement conditions outlined in Attachment "A" attached to the Report from the Community Planning Department dated May 15<sup>th</sup> 2017 be completed prior to adoption.

## 2.0 Purpose

To rehabilitate the two historical buildings on-site through a Heritage Revitalization Agreement (HRA) that would allow for commercial uses and the addition of one new 2,200 sq. ft. (footprint) commercial building on the subject property.

## 3.0 Community Planning

Staff support the Heritage Revitalization Agreement and the associated rehabilitation of the two heritage structures. This proposal will result in the following:

- i. Parkland access improvements through the construction of trail head parking;

- ii. Funding contribution to construction of a roundabout at Collet and Lakeshore roads; and
- iii. The rehabilitation of the Surtees Barn and Homestead.

Staff are supportive of the proposed commercial uses as a means to animate the heritage buildings and service the park as well as complement the existing retail node in the neighbourhood. In exchange, the City would allow commercial uses within the rehabilitated structures, the addition of a new (2,200 ft<sup>2</sup>) single storey commercial building, and the relocation of the heritage structures on the lot. The Heritage Advisory Committee 'HAC' has recommended support for the application. However, there were a few additional HAC comments that Staff did not recommend. See section 4.3 for further details.

## **4.0 Proposal**

### **4.1 Background**

The subject property known as the "Surtees Property" has significant historical value for the Okanagan, featuring two heritage buildings that visually communicate what Kelowna was like in the early part of the 1900's. The Surtees Barn is said to be one of the most up-to-date barns in the area for its time, and the Surtees homestead (also known as the Ritz Cafe) is believed to be the City's first 'house of ill repute' and linked to the building of the Kettle Valley Railroad. Both buildings are identified on the City's Heritage Register and have been under the ownership of the City since July of 2002. See 'Schedule D' for a full history of the property as identified by the applicant's heritage consultant.

In December 2009, City Council directed staff to proceed with the development of a Heritage Management Strategy for City owned assets. At that time, the Surtees Property through community consultation was identified as a priority for adaptive re-use and partnership opportunities. The City issued a Request for Expressions of Interest (RFEOI) to the community in July, 2012. The RFEOI was a high-level public call for ideas with the intent of casting a wide net without requiring proponents to invest the time and energy associated with a detailed proposal. The City received four responses regarding the RFEOI. However, upon staff review of the responses it was determined that none of them met the City's minimum criteria or expectations.

In the fall of 2015, a potential partnership opportunity with Worman Resources Inc. with regards to the redevelopment of the Surtees Property in a manner that meets the heritage preservation objectives of the City was brought to the attention of Staff. The City and the applicant agreed to the idea to transfer land interests within in the Surtees Property in exchange for restoration of the two heritage assets that are currently in disrepair. See 'Attachment B' to read the applicant's development rationale and collaboration efforts with City Staff.



*Historic front facade (west elevation) of Surtees House at 4629 Lakeshore Road.*

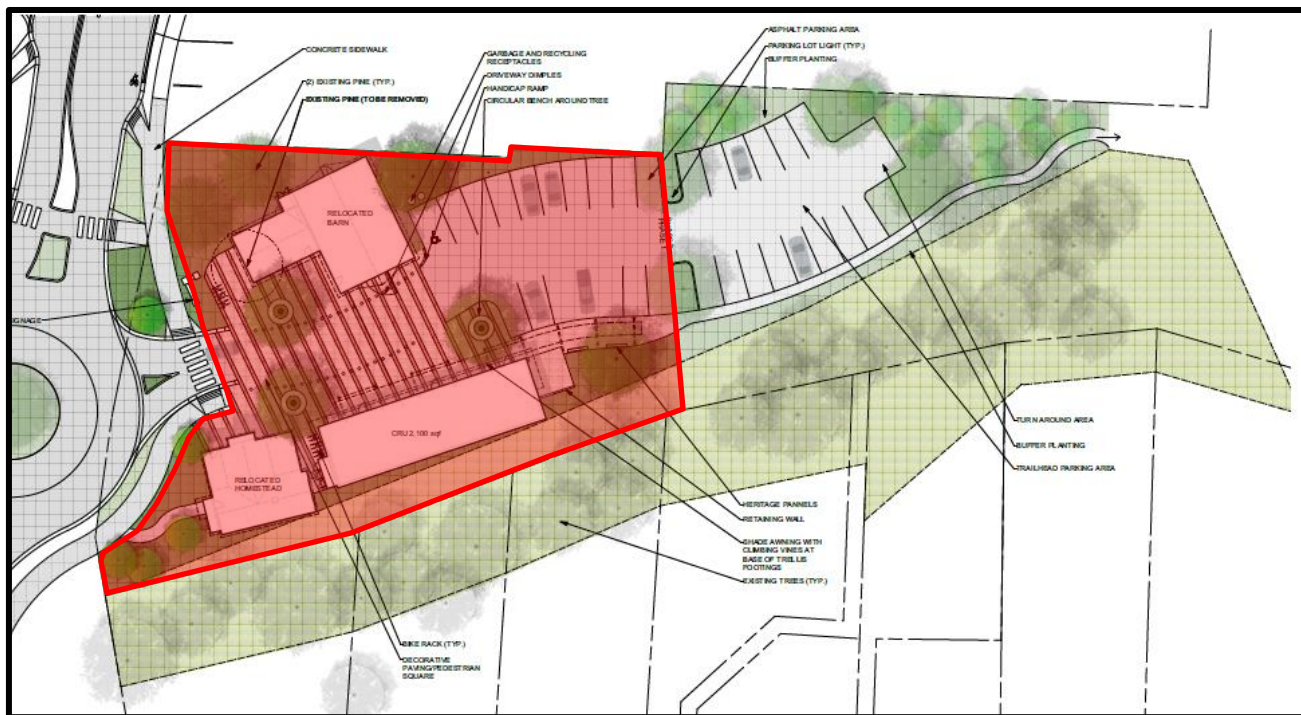


*Archival photo showing south elevation of Surtees Barn with cross of church in the background (top; date unknown); photo showing existing condition of Surtees Barn, as viewed from southwest, with St. Andrew's Church in the background.*

#### 4.2 Project Description

The rehabilitation project on the subject property will assure the buildings' adaptive re-use as a community benefit, consistent with the heritage-related policies identified in the City of Kelowna's Official Community Plan. The Surtees Property is currently zoned P3 (Parks and Open Space) and this land use will remain in place. The land will be leased to the applicant long-term and all future land uses on the subject property will conform to the Heritage Revitalization Agreement ("HRA"). The term of the lease is for 75 years. See the image below outlining the lease area.





Leased Area

The land uses and development regulations for the HRA were developed by Staff and based on typical neighbourhood commercial uses as well as typical park uses. The parking requirements were based on site conditions and the anticipated demand from both the park (Bellevue Creek Greenway Staging Area) and the future commercial uses.

As part of the HRA, the applicant has provided a Conservation Plan that demonstrates how the character defining elements of the improvements will be preserved. This work has been completed with the assistance of a registered heritage planner (See Schedule 'D'). Further, as part of the HRA, the applicant has agreed to document the decisions made during the construction process and how they relate to the principles set out in the Statement of Significance & Conservation Plans as outlined in the Donald Luxton and Associates Report dated March 2017.

All the building improvements will be the responsibility of the applicant. The interior layout of the heritage buildings will be determined by the applicant, and the exterior heritage restoration of the existing buildings will be consistent with the Statement of Significance as set out in the City of Kelowna Heritage Register, in the Heritage Revitalization Agreement, and according to best practices as set out in the *Standards and Guidelines for the Conservation of Historic Places in Canada (Parks Canada, Second Edition, 2010)*. The HRA will allow for the relocation of the existing Surtees Barn and Homestead on the subject property as this facilitates the necessary site access and programming of the public realm.

In order to make the overall project financially viable, the HRA will also allow for the construction of one additional commercial building on the subject property. The new building will be limited to a site footprint of no greater than 2,200 square feet, in a location that complements the locations of the Surtees Barn and Homestead as well as the natural landscape.



A primary design goal of the overall project was to keep the heritage buildings as the primary features. As a result, the new building is located behind the heritage buildings and the height is kept to a single storey in order to not be visually dominant. Further, the design choice of the new commercial building does not mimic the existing architecture and rather creates a juxtaposition of styles on site. This design choice is consistent with the best practices guidelines relating to heritage redevelopment. One of the significant architectural elements incorporated into the new commercial building is inspired by an agricultural arbor. This arbor follows a long, linear design that mimics rows of orchards. This enhances the lineal pathway and creates an invitation to explore further into the future park. The shallow depth of the new building was also important to ensure a wide corridor through the park. The size and location of future signage has been identified for the heritage buildings and the signage must meet the sign bylaw for the new commercial building. However, as per OCP policy, Staff have added a condition within the HRA stating all signage must be non-illuminated and non-animated. To clarify, non-illuminated signs does not prohibit external lighting of the sign.

The City has agreed to build the roundabout at the corner of Lakeshore Road and Collett Road. This improvement is critical for the following reasons:

- Transportation safety for people turning left from Collett Road onto Lakeshore Road and turning left from Lakeshore Road into the Surtees Property;
- Pedestrian safety for people crossing Lakeshore Road to either Collett Road or the existing commercial and restaurant areas;
- Financial viability of the proposed redevelopment of the Subject Lands; and,
- Continued viability of the neighbouring commercial and restaurant areas as the roundabout allows much easier access to the existing areas by reducing the need for people to have to turn left from the west side of Lakeshore onto the road.

The remainder of the Surtees Property will continue to be owned and operated by the City of Kelowna, and will serve as a staging area for the future Bellevue Creek linear park. The vision for the park is to construct a continuous off-road trail along the creek corridor for approximately 6.1km starting at Okanagan Lake, continuing to the city limits with connections beyond to Myra-Bellevue Provincial Park. The proposed parking lot will act as a trail head access for people wishing to park their vehicles and walk west to

Okanagan Lake or east to Woodhaven Regional Park as well as provide parking for the proposed commercial uses. The applicant will be required to guarantee public access from 6:00am – 11:00pm (or as otherwise stipulated in Bylaw No. 10680).

#### 4.3 Heritage Advisory Committee

The Heritage Advisory Committee met on April 20<sup>th</sup> and the following were the resolutions:

**Moved by Brian Anderson/Seconded by Amanda Snyder**

THAT the Heritage Advisory Committee agrees the value of restoring the existing heritage structures on the property located at 4629 Lakeshore Road, Kelowna BC supports increasing the allowable commercial use on the subject property.

**Carried**

**Moved by Amanda Snyder/Seconded by Brian Anderson**

THAT the Heritage Advisory Committee agrees that a Heritage Designation Bylaw be pursued for the two (2) heritage structures on the property located at 4629 Lakeshore Road, Kelowna, BC.

**Carried**

**Moved by Brian Anderson/Seconded by Stoke Tonne**

THAT the Heritage Advisory Committee agrees that the proposed uses and development regulations identified in the proposed Heritage Revitalization Agreement for the property located at 4629 Lakeshore Road, Kelowna, BC is appropriate.

**Carried**

**ANCEDOTAL COMMENTS:**

The Heritage Advisory Committee recommends adding health facility and professional offices as allowable uses to the proposed Heritage Revitalization Agreement.

**Moved by Lorri Dauncey/Seconded by Stoke Tonne**

THAT the Heritage Advisory Committee recommends that a Heritage Alteration Permit application be triggered by any changes to the Statement of Significance with respect to the heritage structures on the property located at 4629 Lakeshore Road, Kelowna, BC.

**Carried**

**Moved by Stoke Tonne/Seconded by Brian Anderson**

THAT the Heritage Advisory Committee recommends that the signage plan with respect to the structures on the property located at 4629 Lakeshore Road, Kelowna, BC is appropriate.

**Carried**

**Moved by Stoke Tonne/Seconded by Amanda Snyder**

THAT the Heritage Advisory Committee recommends that no self-illuminated or back lit signage be allowed on the two (2) heritage structures on the property located at 4629 Lakeshore Road, Kelowna, BC.

**Carried**

**Moved by Brian Anderson/Seconded by Stoke Tonne**

THAT the Heritage Advisory Committee recommends that Council support Heritage Revitalization Agreement Application No. HRA17-0001 for the property located at 4629 Lakeshore Road, Kelowna, BC in order to restore the two (2) historical buildings on site through a Heritage Revitalization Agreement that would allow for some commercial uses and the addition of one new 2,200 sq. ft. (footprint) commercial building on the subject property;

AND THAT the Heritage Advisory Committee recommends that Council support the heritage designation of the two (2) historical buildings on the site;

AND FURTHER THAT the Heritage Advisory Committee recommends that Council support the proposed signage for the subject property subject to the Committee's recommendation that no self-illuminated or back lite signage be allowed on the two (2) heritage structures.

**Carried**

**Moved by Brian Anderson/Seconded by Stoke Tonne**

THAT the Heritage Advisory Committee recommends that Council consider including a clause in the Heritage Revitalization Agreement for the property located at 4629 Lakeshore Road, Kelowna, BC that requires a review of the heritage restoration process by a professional with heritage expertise.

**Carried**

#### 4.3.1 Heritage Advisory Committee – Staff Comments

Staff have incorporated the HAC recommendations into the HRA bylaw with the following exceptions:

- A Heritage Designation Bylaw was contemplated in order to add the 'Surtees House & Barn' to the provincial 'Protected Heritage Buildings' list. The Heritage Advisory Committee 'HAC' recommended a designation bylaw be pursued. However, the developer has not included this feature in the proposal and Staff are not recommending it as a requirement as it would be redundant to the HRA.
- The Heritage Advisory Committee also recommended that a designated Heritage Consultant be retained to monitor decision making process of heritage assets during construction. However, the applicant is not prepared to implement that HAC recommendation due to potential construction delays and costs. The applicant has agreed to a HRA condition that requires the applicant to document the decisions made during the construction process and how they relate to the principles set out in the Statement of Significance & Conservation Plans as outlined in the Donald Luxton and Associates Report dated March 2017.

#### 4.4 Site Context

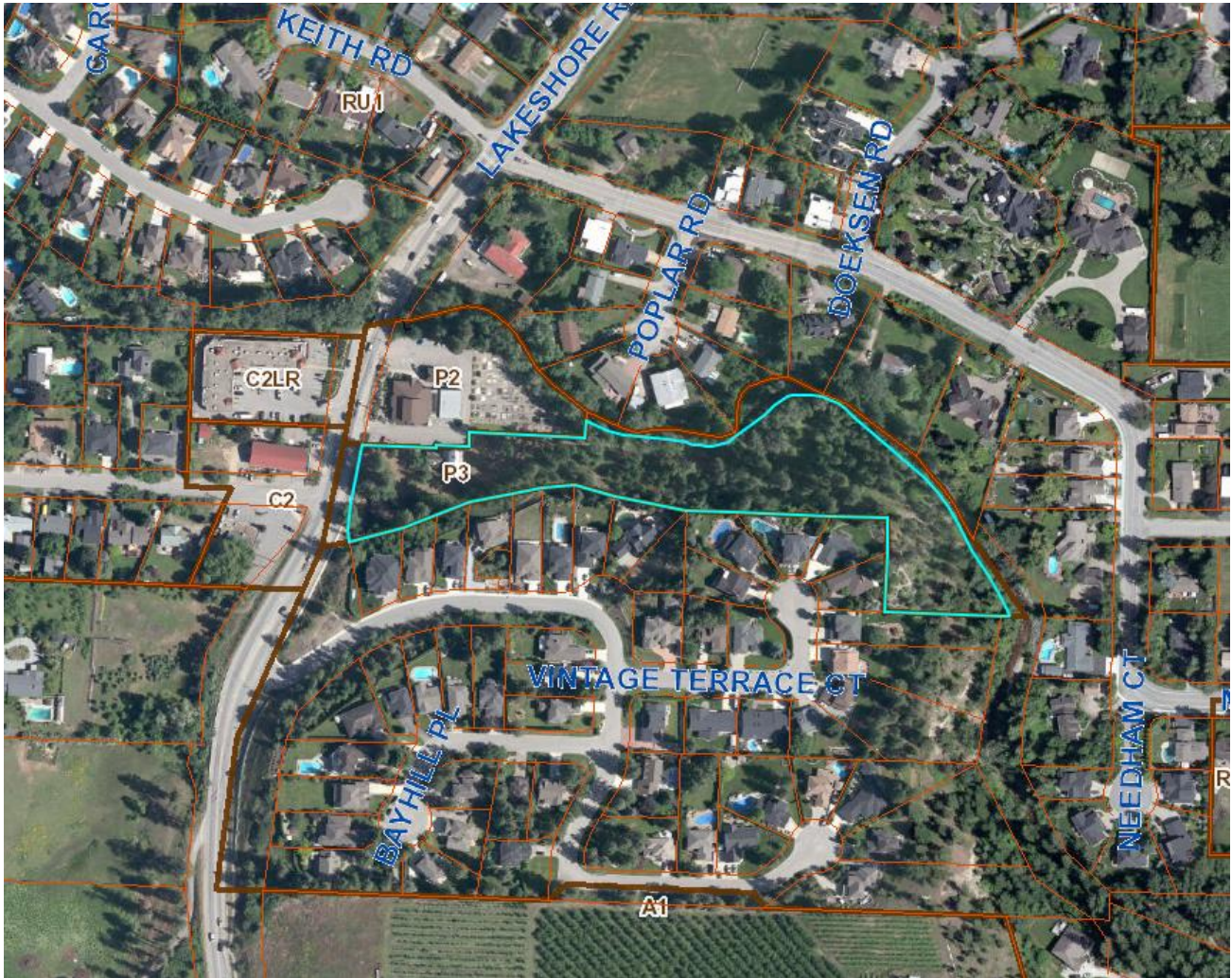
The subject property is zoned P3 – Parks and Open Space and is designated Park in the Official Community Plan (OCP). The property is within the Core Area east of the City Centre and within a Character Neighbourhood Development Permit Area. The City is the owner of the subject property (Surtees Property).

The property is in a boutique commercial area surrounded by residential neighbourhoods. Specifically, the adjacent land uses are as follows:

Orientation	Zoning	Land Use
North	P2 – Educational & Minor Institutional	Church
East	C2 – Neighbourhood Commercial	Commercial
South	RU1 – Large Lot Housing	Single Family Dwellings
West	RU1 – Large Lot Housing	Single Family Dwelling



**Subject Property Map: 4629 Lakeshore Rd**



**5.0 Discussion of Relevant Policies**

**5.1 Official Community Plan (OCP)**

**Chapter 5 – Development Process**

Objective 5.8: Achieve high quality urban design.

Policy 1 Public Space. Integrate safe, high-quality, human-scaled, multiuse public spaces, such as parks, plazas and squares, as part of development or redevelopment within Urban and Village Centres.

Objective 5.7: Identify and conserve heritage resources.

Policy 2 Heritage Designation:<sup>1</sup> Encourage owners of properties listed in the Kelowna Heritage Register and identified as significant to voluntarily provide long-term heritage protection to their properties through the use of a Heritage Designation Bylaw.<sup>2</sup>

Policy 3 Heritage Revitalization Agreements:<sup>3</sup> Consider the adaptive reuse of heritage buildings appropriate within any future land use designation, provided that a Heritage Revitalization Agreement is negotiated with the City and provided that the project meets the criteria established for sensitive neighbourhood integration.

## **Chapter 7 – Infrastructure**

Objective 7.15: Develop park partnerships.

Policy 1 Partnerships. The City will create community and enhance quality-of-life through partnerships with developers, residents' associations, property owners, non-profit organizations, private enterprise, user groups and individuals, on the acquisition and construction of all classes of parks. The City will also pursue joint use agreements and partnerships with School District 23, Regional District of the Central Okanagan, and the University of British Columbia Okanagan.<sup>4</sup>

## **Chapter 9 - Heritage Policies**

Objective 9.2 Identify and conserve heritage resources.<sup>5</sup>

## **Chapter 14 – Signs**

Where signage is proposed for buildings with historical character or heritage significance (i.e. Listed on the Heritage Register, with Heritage Designation and/or located in the Abbott Street and Marshall Street Heritage Conservation Areas) that signage should use design inspiration from historical influences (e.g. non- illuminated and non-animated).<sup>6</sup>

<b>Report prepared by:</b>	Adam Cseke, Planner Specialist
<b>Reviewed by:</b>	Terry Barton, Urban Planning Manager
<b>Approved for Inclusion:</b>	Ryan Smith, Community Planning Manager

### **Attachments:**

Attachment 'A' Development Engineering Memo dated May 2<sup>nd</sup> 2017  
 Attachment 'B' Applicant Rationale  
 Schedule 'A' Heritage Revitalization Agreement (HRA)  
 Schedule 'B' HRA attached drawings  
 Schedule 'C' HRA Landscape Plan  
 Schedule 'D' Heritage Consultant Report (Luxton Report)

<sup>1</sup> City of Kelowna, Official Community Plan Chapter 5, Objective 5.7, Policy 2

<sup>2</sup> City of Kelowna, Official Community Plan Chapter 5, Objective 5.8, Policy 1

<sup>3</sup> City of Kelowna, Official Community Plan Chapter 5, Objective 5.7, Policy 3

<sup>4</sup> City of Kelowna, Official Community Plan Chapter 7, Objective 7.15, Policy 1

<sup>5</sup> City of Kelowna, Official Community Plan Chapter 9, Objective 9.2

<sup>6</sup> City of Kelowna, Official Community Plan Chapter 14, Policy 17.4

# CITY OF KELOWNA

## BYLAW NO. 11478

**Amendment No. 1 to Bylaw No. 11408 being Heritage Revitalization Agreement Authorization  
Bylaw HRA17-0001 – City of Kelowna and JEM HTB Properties Inc.**

**4629 Lakeshore Road**

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WHEREAS a local government may, by bylaw, enter into or amend a heritage revitalization agreement with the Owner of property which Council deems to be of heritage value pursuant to section 610 of the *Local Government Act*;

AND WHEREAS the Municipal Council of the City of Kelowna is desirous of amending the Heritage Revitalization Agreement with JEM HTB Properties Inc. for the property located at 4629 Lakeshore Road, Kelowna, B.C.;

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

1. The Municipal Council of the City of Kelowna hereby authorizes the City of Kelowna to amend Schedule A attached to Bylaw No. 11408 being the Heritage Revitalization Agreement with JEM HTB Properties Inc for the property known as the "Surtees Property" located at 4629 Lakeshore Road, Kelowna, B.C., and legally described as:

Lot A, Section 25, Township 28, SDYD, Plan KAP71341

As outlined in Schedule "B" in the form of such Agreement attached to and forming part of this bylaw.

2. The Mayor and City Clerk are hereby authorized to execute the attached amending agreement, as well as any conveyances, deeds, receipts and other documents in connection with the attached agreement, and to affix the corporate seal of the City of Kelowna to same.
3. This bylaw shall come into full force and effect as of and from the date of adoption.

Read a first time by the Municipal Council this

Considered at a Public Hearing this

Read a second and third time by the Municipal Council this

Adopted by the Municipal Council of the City of Kelowna this

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Mayor

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City Clerk

**SCHEDULE "B"**

**AMENDMENT AGREEMENT**

THIS AGREEMENT dated for reference the                      day of                      , 2017 is

BETWEEN:

**CITY OF KELOWNA**, having an office at 1435 Water Street, Kelowna, British Columbia, V1Y 1J4

(the "City")

AND:

**JEM HTB PROPERTIES INC.** (Inc. No. BC0949919), c/o Pushor Mitchell LLP, 3rd Floor, 1665 Ellis Street, Kelowna, British Columbia, V1Y 2B3

(the "Leasee")

WHEREAS:

- A. The Leasee and the City entered into a heritage revitalization agreement (the "Heritage Revitalization Agreement") to establish terms, conditions and requirements for the use and development of the Heritage Lands and the restoration, renovation, and conservation of the existing Heritage Buildings located thereon;
- B. The parties have agreed to amend the Heritage Revitalization Agreement in accordance with the terms of this Agreement.

NOW THEREFORE, in consideration of the payment of \$1.00 by the Leasee to the City and other good and valuable consideration, the receipt and sufficiency of which the City hereby acknowledges, the Leasee and the City covenant and agree with each other as follows:

- 1. All words and phrases defined in the Heritage Revitalization Agreement and used in this Agreement shall have the same meaning as set forth in the Heritage Revitalization Agreement.
- 2. Section 4.1 of the Heritage Revitalization Agreement is hereby deleted and replaced with the following:
  - 4.1 If one or both of the Heritage Buildings are damaged, the Leasee shall obtain a heritage alteration permit and any other necessary permits and licenses and, in a timely manner, shall restore and repair the Heritage Buildings to the same condition and appearance that existed before the damage occurred.
  - 4.2 If, in the opinion of the City, one or both of the Heritage Buildings are completely destroyed, the Leasee shall construct replicas, using contemporary materials if necessary, of the Heritage Buildings that comply in all respects with the Conservation Plan in Schedule D and with Zoning Bylaw No. 8000, as varied by this Agreement, after

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having obtained a heritage alteration permit and any other necessary permits and licenses, and this Agreement will remain in full force and effect.

- 4.3 The Leasee shall use its best efforts to commence and complete any repairs to the Heritage Buildings, or the construction of any replica buildings, with reasonable dispatch.

3. Part 5.0 of the Heritage Revitalization Agreement is hereby deleted in its entirety and replaced with the following:

**5.0 Enforcement of Agreement**

- 5.1 In the event that the Leasee is in breach of any term of this Agreement, the City may give the Leasee notice in writing of the breach and the Leasee shall remedy the breach within 60 days of receipt of the notice, or in the case of a breach that cannot with due diligence be cured within the period of 60 days, the Leasee shall promptly proceed to cure and continue with reasonable diligence to cure such default until the default is cured. The City acknowledges that in consideration of the Leasee performing its obligations under this Agreement and the rent under the lease of the Heritage Lands, the City will only be able to seek recourse in respect of an alleged default by the Leasee under this Agreement by:

- (a) bringing a claim in law against the Leasee for debt or damages, as the case may be, recoverable against the Leasee;
- (b) seeking an order of a Court of competent jurisdiction for specific performance of a mandatory term of this Agreement;
- (c) seeking an order of a Court of competent jurisdiction restraining a continuing breach of this Agreement; or
- (d) pursuing any rights that the City may have under statute in connection with the Heritage Buildings, this Agreement, or the subject matter of the breach, including but not limited to the City seeking recourse in respect to statutory offenses where the breach of this Agreement is also a breach of applicable law,

and the City has no right to cancel or terminate this Agreement so long as the lease of the Heritage Lands by the City to the Leasee, as it may be assigned from time to time, remains in force and effect.

4. All amendments in this Agreement take effect as of the date on which Council for the City of Kelowna adopts the bylaw approving this Agreement.
5. The Leasee affirms and agrees that the Heritage Revitalization Agreement remains unchanged, except as amended herein, and, as amended herein, in full force and effect, time being of the essence, and the Leasee shall perform and observe the covenants, provisos and stipulations in the Heritage Revitalization Agreement as amended herein as fully as if such covenants, provisos and stipulations had been repeated herein in full.

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provisos and stipulations had been repeated herein in full.

6. This Agreement may be executed in multiple counterparts, each of which is to be deemed to be an original and all of which together constitute one and the same agreement.

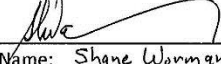
IN WITNESS WHEREOF the Leasee and the City have executed this Agreement as of the date written above.

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

\_\_\_\_\_  
Mayor:

\_\_\_\_\_  
City Clerk:

**JEM HTB PROPERTIES INC.** by its authorized  
signatory(ies):

  
Name: Shane Worman

\_\_\_\_\_  
Name:

# REPORT TO COUNCIL



**Date:** October 2, 2017

**RIM No.** 1250-30

**To:** City Manager

**From:** Community Planning Department (LK)

**Application:** Z17-0040

**Owner:** Balkar Singh Gosal  
Ranjit Singh Heer  
Satwinder and Amarjit Dhesi

**Address:** 1065 Leathead Road  
1075 Leathead Road  
500 Fleming Road

**Applicant:** New Town Architectural  
Services Inc.

**Subject:** Rezoning Application

Existing OCP Designation: MRM – Multiple Unit Residential (Medium Density)

Existing Zone: RU1 – Large Lot Housing

Proposed Zone: RM4 – Transitional Low Density housing

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## 1.0 Recommendation

THAT Rezoning Application No. Z17-0040 to amend the City of Kelowna Zoning Bylaw No. 8000 by changing the zoning classification of Lot 1 Section 27 Township 26 ODYD Plan 10847 except Plan A12943, Lot A Section 27 Township 26 ODYD Plan KAP79327 and Lot B Section 27 Township 26 ODYD Plan KAP79327, located at 1065 Leathead Road, 1075 Leathead Road and 580 Fleming Road, Kelowna, BC from the RU1 – Large Lot Housing zone to the RM4 – Transitional Low Density Housing zone, be considered by Council;

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

AND THAT final adoption of the Rezoning Bylaw be considered subsequent to the outstanding conditions of approval as set out in Attachment "A" attached to the Report from the Community Planning Department dated June 20, 2017;

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.

## 2.0 Purpose

To rezone the subject properties to facilitate the development of multiple dwelling housing on the subject properties.

## 3.0 Community Planning

Community Planning Staff supports the proposed 36-unit multiple dwelling housing project on the three subject properties. The application is consistent with the Official Community Plan (OCP) Future Land Use Designation of MRM – Multiple Unit Residential (Medium Density). It meets all of the Zoning Bylaw Regulations for the RM<sub>4</sub> – Transitional Low Density Housing with no variances required.

The parcels are located in the Rutland neighbourhood at the intersection of Leathead Road and Fleming Road. Across Leathead Road to the north are existing general industrial and commercial uses, across Fleming Road, the properties are currently single dwelling houses with a Future Land Use of Multiple Dwelling Housing (Low Density). The parcels to the south are single and duplex dwelling houses which have a Future Land Use of Multiple Dwelling Housing (Medium Density). Adding density at this location (proposed 0.83 FAR and 36 residential units) will be supported by the nearby parks, schools, transit and bike routes.

## 4.0 Proposal

### 4.1 Project Description

The proposed development consists of 36 three-storey townhouse units with attached garages. There will be a total of five buildings: 3 eight-unit buildings and 2 six-unit buildings. All units are 3-bedrooms, have private amenity space in the form of balconies and patios and all on-site parking requirements are met. The single site access is provided from Fleming Road at the south end of the development with the private road extending down the middle of the site to provide access to the private garages. The three subject properties will be consolidated to form one lot as a requirement of Final Adoption.

The site is a corner parcel which allows the development to have ground-oriented units facing onto both streets rather than being oriented to the interior of the site. Each unit has a landscaped patio area with low-height decorative fences to delineate the private space from the public street. The units have prominent entries with walkways leading to the street frontage, which provides a welcoming streetscape. The interior buildings have a walkway along the west property line providing a pedestrian connection to the street. There is a shared garden and composting area in the northwest and southwest corners of the development and garbage and recycling are situated adjacent to the south shared garden area. There are two small courtyards though the centre of the site which provide generous plantings and seating areas.

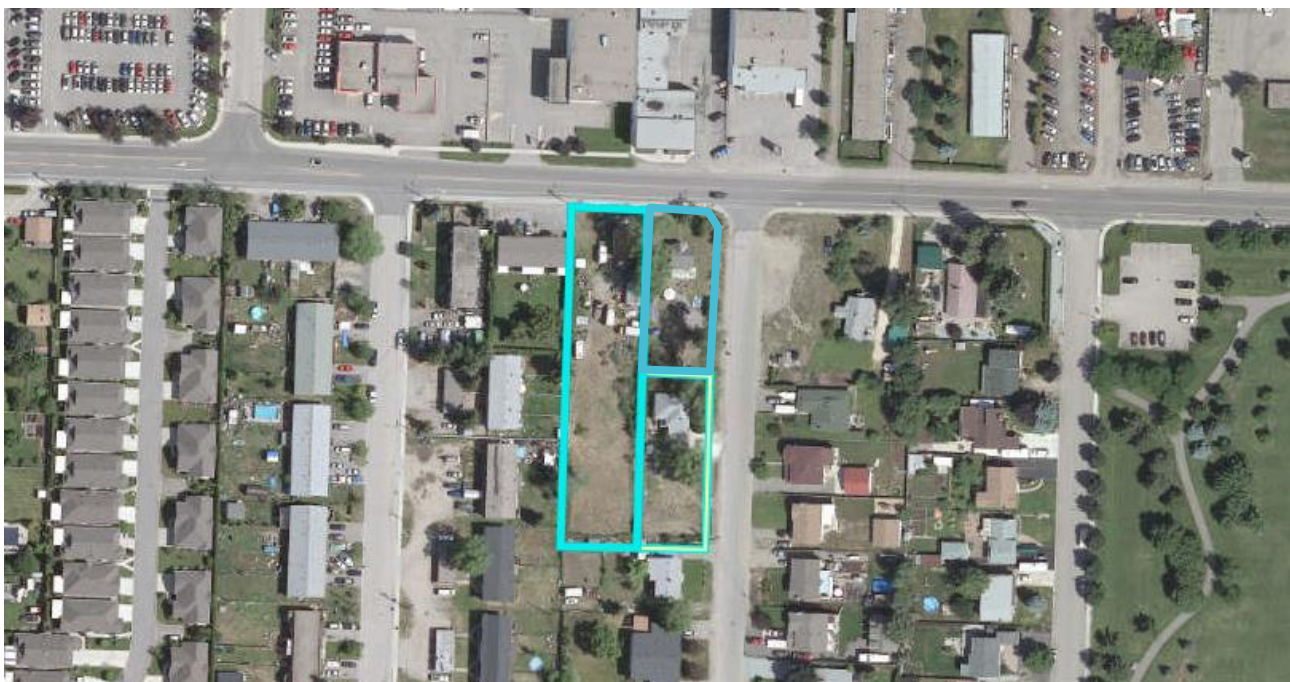
### 4.2 Site Context

Specifically, adjacent land uses are as follows:

Orientation	Zoning	Land Use
North	I <sub>2</sub> – General Industrial C <sub>10</sub> – Service Commercial	Automotive Repairs Commercial Uses
East	RU <sub>1</sub> – Large Lot Housing	Single Dwelling Housing
South	RU <sub>1</sub> – Large Lot Housing RU <sub>6</sub> – Two Dwelling Housing	Single & Duplex Housing
West	RM <sub>3</sub> – Low Density Multiple Housing	Multiple Dwelling Housing



**Subject Property Map:**



**5.0 Current Development Policies**

**5.1 Kelowna Official Community Plan (OCP)**

**Development Process**

**Complete Communities.** <sup>1</sup> Support the development of complete communities with a minimum intensity of approximately 35-40 people and/or jobs per hectare to support basic transit service – a bus every 30 minutes. (approx. 114 people / hectare proposed).

**Compact Urban Form.** <sup>2</sup> Develop a compact urban form that maximizes the use of existing infrastructure and contributes to energy efficient settlement patterns. This will be done by increasing densities (approximately 75 - 100 people and/or jobs located within a 400 metre walking distance of transit stops is required to support the level of transit service) through development, conversion, and re-development within Urban Centres (see Map 5.3) in particular and existing areas as per the provisions of the Generalized Future Land Use Map 4.1.

**Sensitive Infill.** <sup>3</sup> Encourage new development or redevelopment in existing residential areas to be sensitive to or reflect the character of the neighbourhood with respect to building design, height and siting.

**Healthy Communities.** <sup>4</sup> Through current zoning regulations and development processes, foster healthy, inclusive communities and a diverse mix of housing forms, consistent with the appearance of the surrounding neighbourhood.

<sup>1</sup> City of Kelowna Official Community Plan, Policy 5.2.4 (Development Process Chapter).

<sup>2</sup> City of Kelowna Official Community Plan, Policy 5.3.2 (Development Process Chapter).

<sup>3</sup> City of Kelowna Official Community Plan, Policy 5.22.6 (Development Process Chapter).

<sup>4</sup> City of Kelowna Official Community Plan, Policy 5.22.7 (Development Process Chapter).

**Ground-Oriented Housing.**<sup>5</sup> Encourage all multiple-unit residential buildings in neighbourhoods with schools and parks to contain ground-oriented units with 2 or more bedrooms so as to provide a family housing choice within the multi-unit rental or ownership markets. High density residential projects in the Downtown area are encouraged to include a ground-oriented housing component, especially where such can be provided on non-arterial and non-collector streets.

## 6.0 Technical Comments

### 6.1 Development Engineering Department

- Refer to Attachment A.

## 7.0 Application Chronology

Date of Application Received: May 1, 2017

Date Public Consultation Completed: May 3, 2017

**Report prepared by:** Lydia Korolchuk, Planner

**Reviewed by:** Terry Barton, Urban Planning Manager

**Approved for Inclusion:** Ryan Smith, Community Planning Department Manager

### **Attachments:**

Attachment A: Development Engineering Memorandum

Schedule A: Site Plans

Schedule B: Conceptual Elevations, Finish Schedule & Renderings

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<sup>5</sup> City of Kelowna Official Community Plan, Policy 5.23.1 (Development Process Chapter).

## CITY OF KELOWNA

# MEMORANDUM

**Date:** June 20, 2017  
**File No.:** Z17-0040  
**To:** Urban Planning Management (LK)  
**From:** Development Engineering Manager (SM)  
**Subject:** 1065 & 1075 Leathead Rd, 500 Fleming Rd RU1 to RM4

The Development Engineering Department has the following comments and requirements associated with this rezoning application for the properties at 1065, 1075 Leathead Road and 500 Fleming Road to accommodate development of a multiple dwelling housing complex. The road and utility upgrading requirements outlined in this report will be requirements of this development. The Development Engineering Technologist for this project is Jason Ough

### 1. General

These Development Engineering comments and requirements are subject to review and or revision for approval by the Ministry of Transportation (MOTI) Infrastructure.

### 2. Domestic Water and Fire Protection

- a) This development is within the service area of the Black Mountain Irrigation District (BMID). The developer is required to make satisfactory arrangements with the BMID for these items. All charges for service connection and upgrading costs, as well as any costs to decommission existing services are to be paid directly to BMID.
- b) The developer must obtain the necessary permits and have all existing utility services disconnected prior to removing or demolishing the existing structures.

### 3. Sanitary Sewer

- a) The subject properties are currently within Sanitary Sewer Specified Area # 20 and is serviced by the municipal sanitary sewer collection system. The developer will be responsible to cash commute, pay in full, the specified area charges for this development. The charge is currently set at \$2045.50 per Equivalent Dwelling Unit (EDU).
- b) Our records indicate that these properties are currently serviced with individual 100mm-diameter sanitary sewer service lines. The applicant's consulting mechanical engineer will determine the requirements of the proposed development and establish the service needs. Only one service per lot will be permitted for this development. If required, the applicant will arrange for the removal and disconnection of the existing service and the installation of one new larger service at the applicants cost. Contact Jason Ough (250 469 4519) for service work estimate.

<b>ATTACHMENT A</b>	
This forms part of application	
# Z17-0040	
Planner Initials	LK
 <b>City of Kelowna</b> COMMUNITY PLANNING	

#### 4. **Storm Drainage**

The developer must engage a consulting civil engineer to provide a storm water management plan for these sites which meets the requirements of the City Subdivision Development and Servicing Bylaw 7900. The storm water management plan must also include provision of lot grading plans, minimum basement elevations (MBE), if applicable, and provision of a storm drainage service and recommendations for onsite drainage containment and disposal systems.

#### 5. **Road Improvements**

- a) The applicant must have a civil engineering consultant submit a design for Fleming Road to be upgraded to an urban standard (SS-R5) along the full frontage of the subject property; including curb and gutter, sidewalk, LED street lighting, landscaped boulevard, storm drainage system, pavement removal and replacement and re-location or adjustment of utility appurtenances if required to accommodate the upgrading construction. An estimate for public side works will be required, for bonding purposes, to be submitted by the applicants civil engineering consultant.
- b) Provided approximately 1m of Highway Reserve along the entire frontage of Leathead Road to achieve a minimum 20m road right of way for future OCP arterial road improvement project.

#### 6. **Subdivision and Dedication**

- a) The developer is required to consolidate the two subject properties.
- b) If any road dedication or closure affects lands encumbered by a Utility right-of-way (such as Hydro, Telus, Gas, etc.) please obtain the approval of the utility. Any works required by the utility as a consequence of the road dedication or closure must be incorporated in the construction drawings submitted to the City's Development Manager.

#### 7. **Development Permit and Site Related Issues**

- a) Direct the roof drains into on-site rock pits or splash pads.
- b) An MSU standard size vehicle must be able to manoeuvre onto and off the site without requiring a reverse movement onto public roadways. If the development plan intends to accommodate larger vehicles movements should also be illustrated on the site plan.

#### 8. **Electric Power and Telecommunication Services**

The electrical and telecommunication services to this building must be installed in an underground duct system, and the building must be connected by an underground service. It is the developer's responsibility to make a servicing application with the respective electric power, telephone and cable transmission companies to arrange for these services, which would be at the applicant's cost.



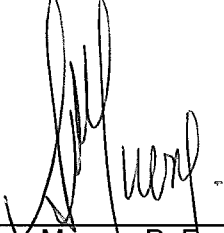
**9. Design and Construction**

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

**10. Geotechnical Report**

As a requirement of this application the owner must provide a geotechnical report prepared by a Professional Engineer qualified in the field of hydro-geotechnical survey to address the following:

- f) Area ground water characteristics.
- g) Site suitability for development, unstable soils, etc.
- h) Drill and / or excavate test holes on the site and install piezometers if necessary. Log test hole data to identify soil characteristics, identify areas of fill if any. Identify unacceptable fill material, analyse soil sulphate content, identify unsuitable underlying soils such as peat, etc. and make recommendations for remediation if necessary.
- i) List extraordinary requirements that may be required to accommodate construction of roads and underground utilities as well as building foundation designs.
- j) Additional geotechnical survey may be necessary for building foundations, etc.


  
 \_\_\_\_\_  
 Steve Muenz, P. Eng.  
 Development Engineering Manager

**CITY OF KELOWNA**  
**MEMORANDUM**

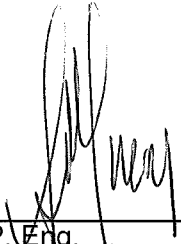
**Date:** June 20, 2017  
**File No.:** DP17-0096  
**To:** Urban Planning Management (LK)  
**From:** Development Engineering Manager (SM)  
**Subject:** 1065 & 1075 Leathead Rd, 500 Fleming Rd

The Development Engineering Department has the following comments and requirements associated with this Development Application Permit to evaluate the form and character of a proposed multiple dwelling housing complex development at 1065 & 1075 Leathead Rd and 500 Fleming Rd.

The Development Engineering Technologist for this project is Jason Ough

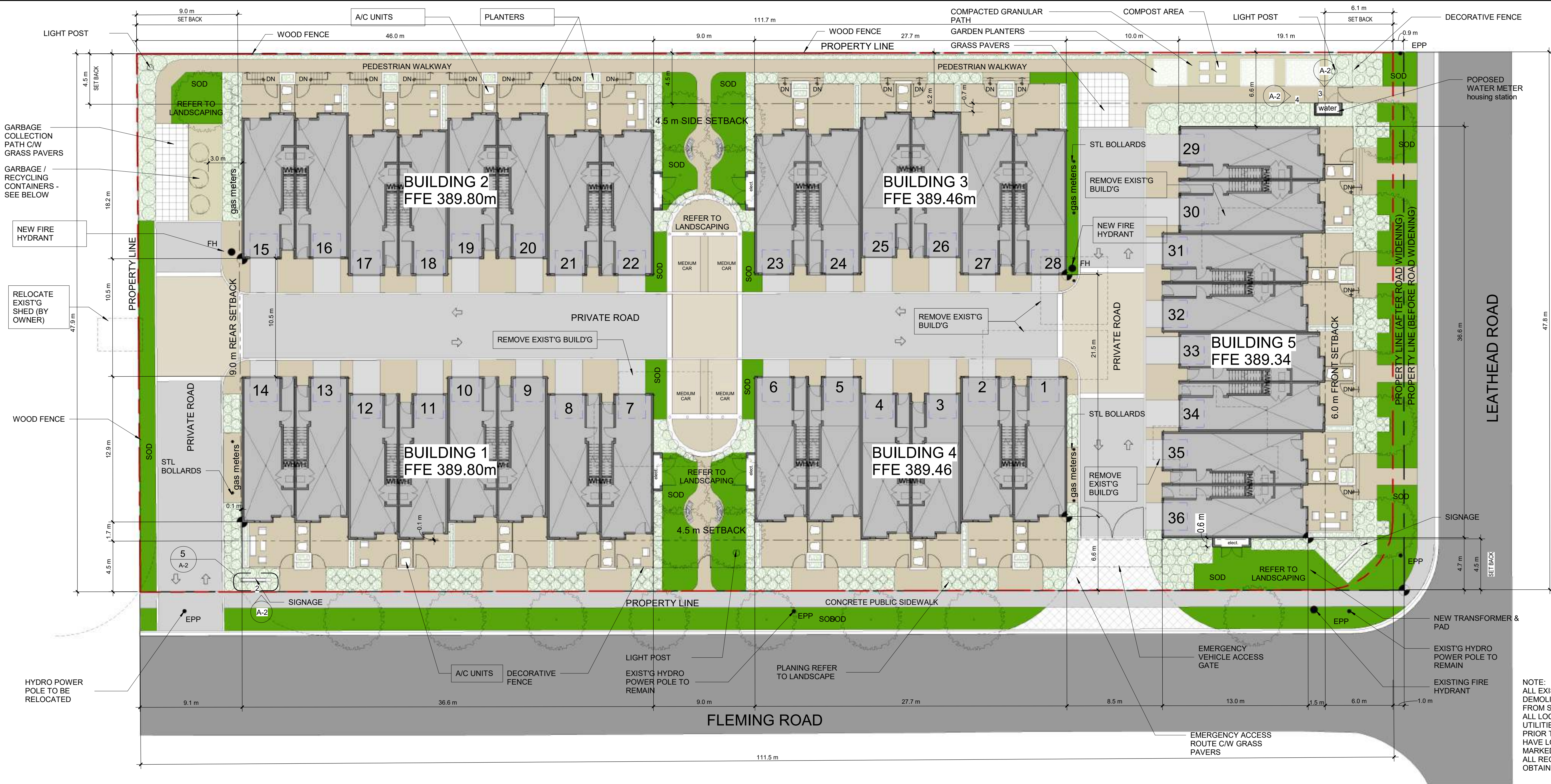
**1. General.**

All offsite infrastructure and services upgrades have been addressed in the Rezoning Application Engineering Report under file Z17-0040.

  
\_\_\_\_\_  
Steve Muenz, P. Eng.  
Development Engineering Manager

jo





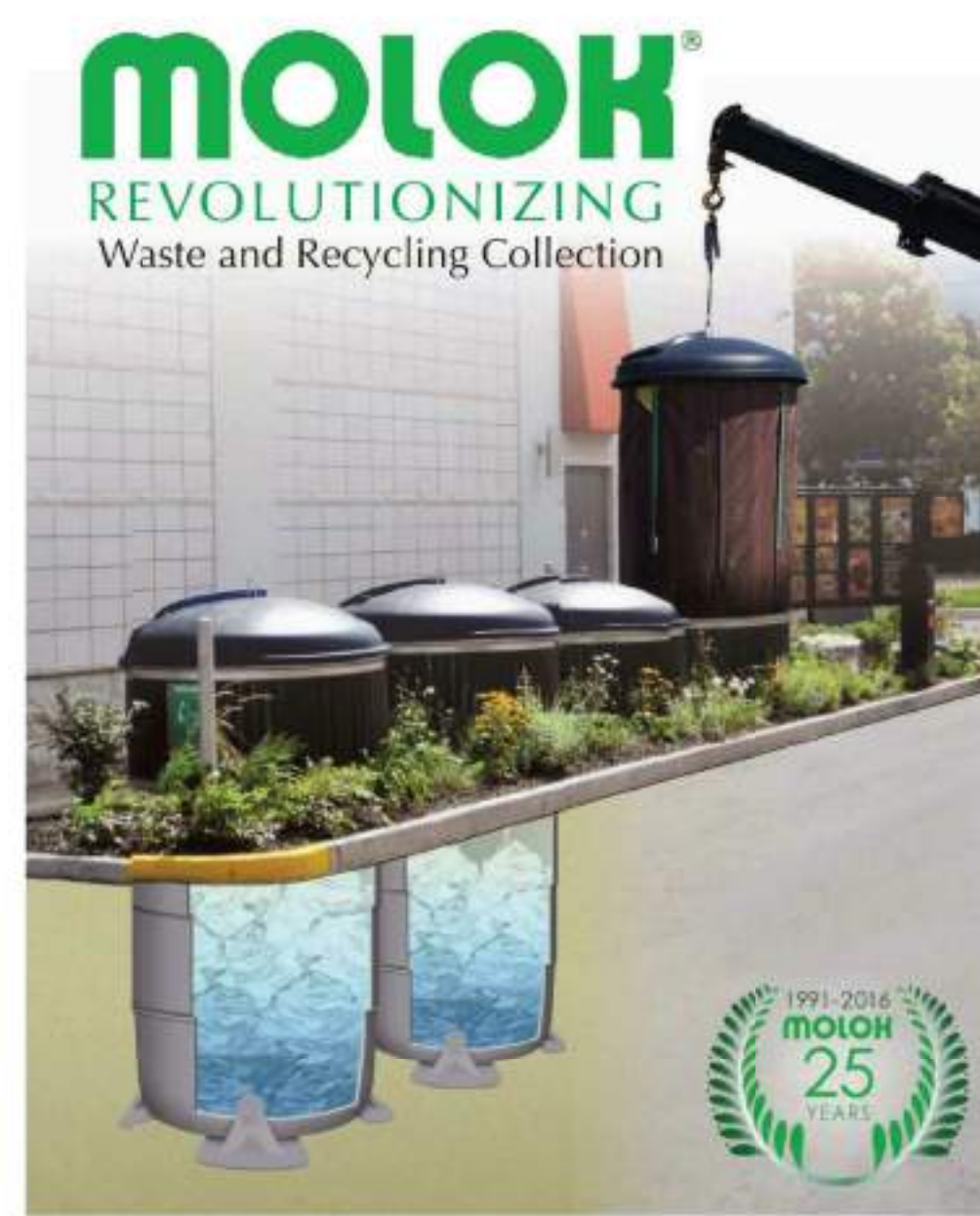
ALL CONTRACTORS ARE REQUIRED TO PERFORM THEIR WORK AND SUPPLY THEIR PRODUCTS IN COMPLIANCE WITH ALL BUILDING CODES AND LAWS OF THE PROVINCE OF BRITISH COLUMBIA. This drawing is an instrument of service and the property of New Town Services. The use of this drawing shall be restricted to the original site for which it was prepared and publication thereof is expressly limited to such use. This drawing must not be scaled. Verify all dimensions and datums prior to commencement of work. Report all errors and omissions to the Architect.

**SCHEDULE A**  
This forms part of application # Z17-0040  
City of Kelowna  
Planner Initials LK

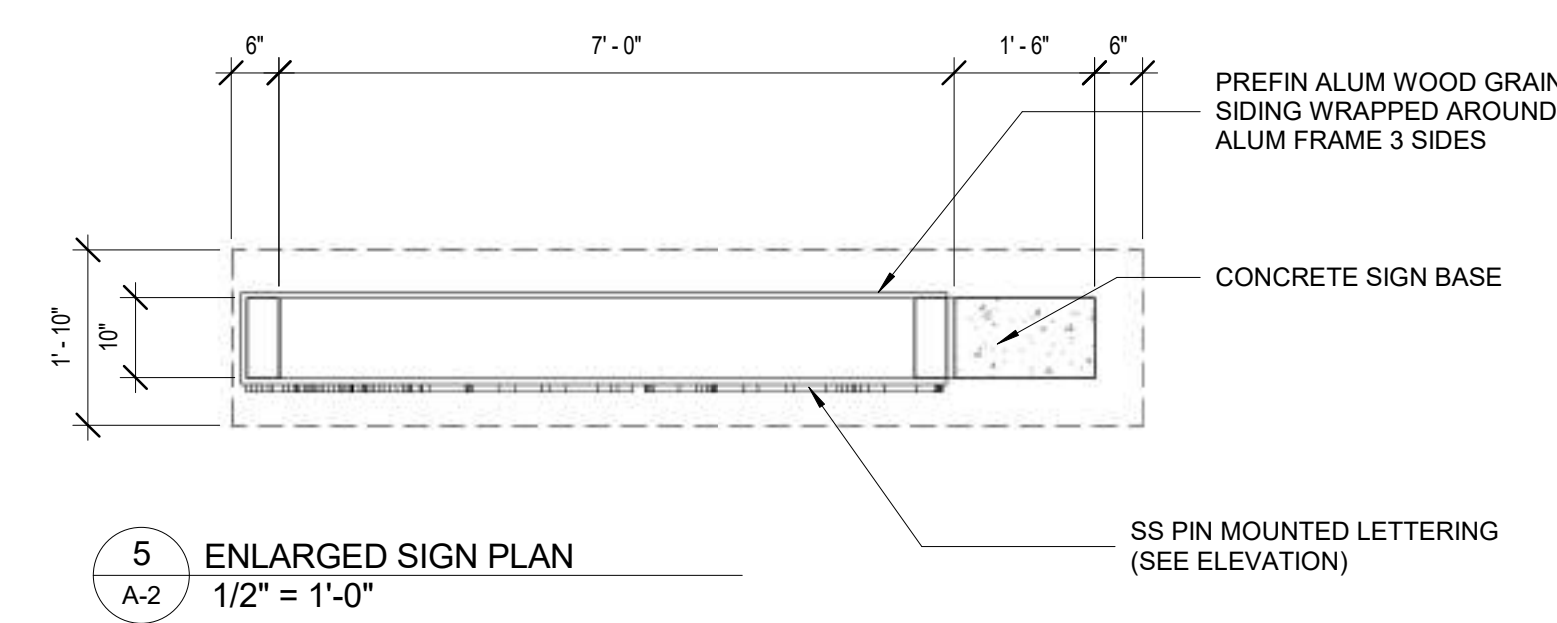
SEAL

Revision		
No	Date	Description

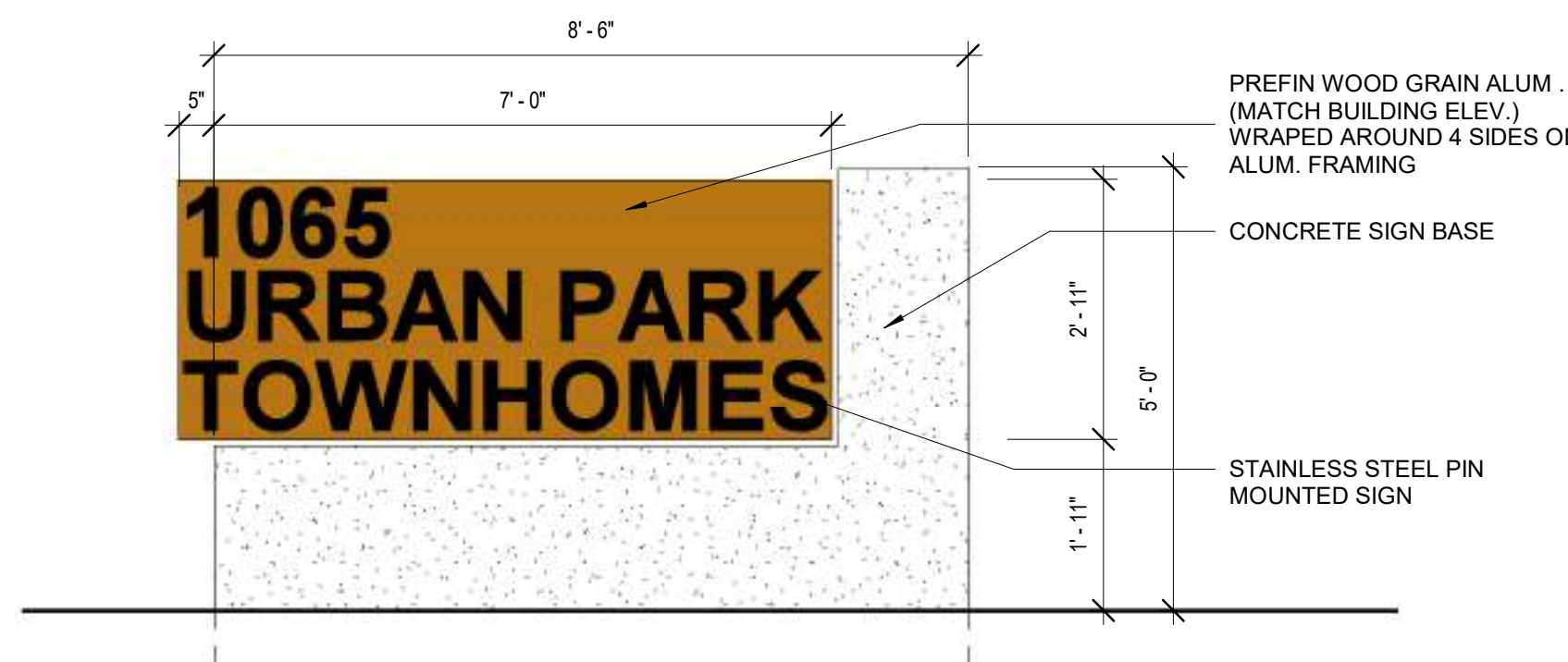
NOTE: ALL EXISTING BUILDINGS TO BE DEMOLISHED AND REMOVED FROM SITE. ALL LOCAL SERVICES / UTILITIES TO BE CONTACTED PRIOR TO DEMOLITION TO HAVE LOCATES IDENTIFIED AND MARKED. ALL REQUIRED PERMIT TO BE OBTAINED PRIOR.



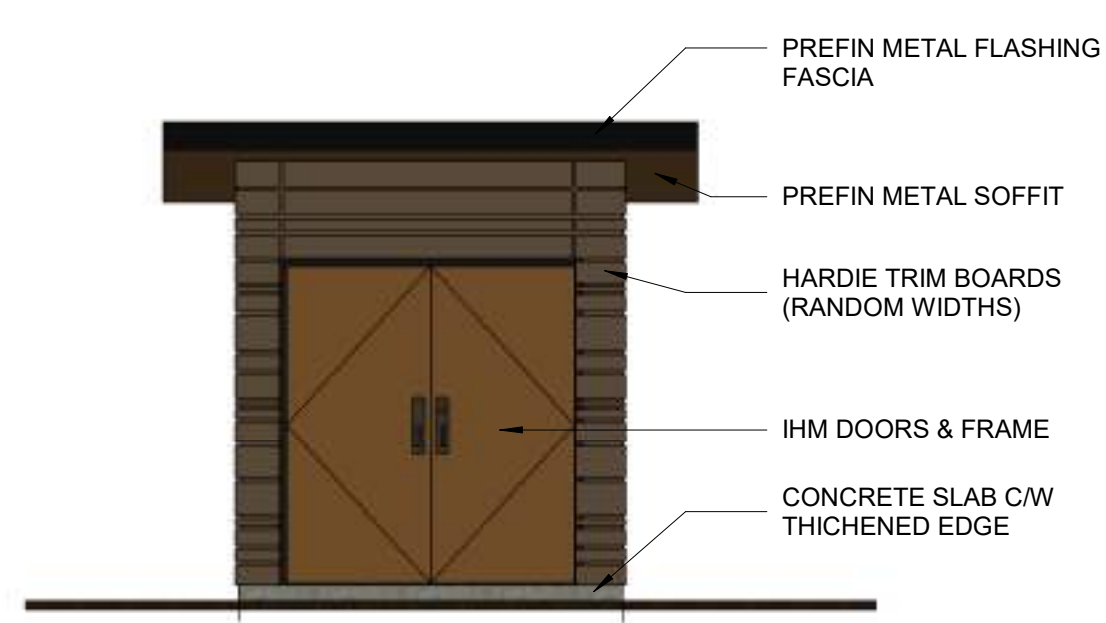
MOLOK WASTE & RECYCLING COLLECTION SYSTEM



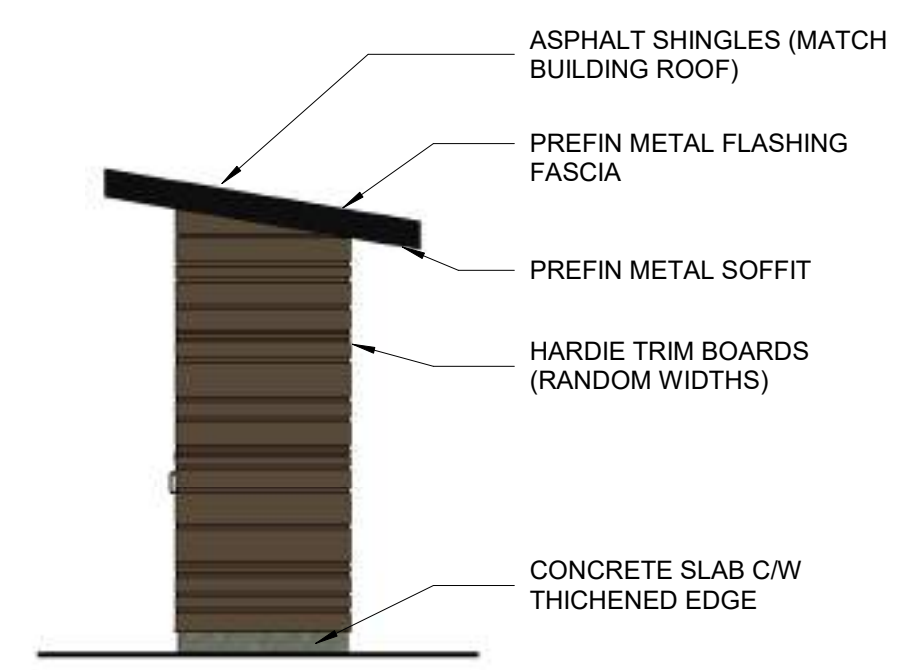
5 ENLARGED SIGN PLAN  
1/2" = 1'-0"



2 Typical Sign Elevation  
1/2" = 1'-0"



3 Elevation - Water Meter Station  
1/4" = 1'-0"



4 Elevation - Water Meter Station Side Elevation  
1/4" = 1'-0"



project title  
**LEATHEAD TH**

project address  
**LEATHEAD ROAD  
KELOWNA, B.C.**

project no. 4007

file no.

drawing title  
**SITE PLAN**

designed scale As indicated

drawn M.M.

checked R.Y.

drawing no.

**A-2**

plotted 9/5/2017 9:56:01 AM





NOT FOR  
CONSTRUCTION

ALL CONTRACTORS ARE REQUIRED TO PERFORM THEIR WORK AND SUPPLY THEIR PRODUCTS IN COMPLIANCE WITH ALL BUILDING CODES AND LAWS OF THE PROVINCE OF BRITISH COLUMBIA

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SCHEDULE

B

This forms part of application  
# Z17-0040

Planner  
Initials


LK

City of  
Kelowna

COMMUNITY PLANNING

SEAL

Revision		
No	Date	Description



NEW TOWN  
SERVICES

250-860-8185  
WWW.NEWTOWNSERVICES.BC.CA

project title

LEATHEAD TH

project address

LEATHEAD ROAD  
KELOWNA , B.C.

project no.

4007

file no.

drawing title

IMAGES

designed

scale

drawn

J.K.

checked

R.Y.

drawing no.

A-0.2

plotted

9/5/2017 10:50:52 AM





ALL CONTRACTORS ARE REQUIRED TO PERFORM THEIR WORK AND SUPPLY THEIR PRODUCTS IN COMPLIANCE WITH ALL BUILDING CODES AND LAWS OF THE PROVINCE OF BRITISH COLUMBIA

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SCHEDULE

B

This forms part of application

# Z17-0040

Planner Initials LK

City of Kelowna

COMMUNITY PLANNING

SEAL

Revision		
No	Date	Description



project title

LEATHEAD TH

project address

LEATHEAD ROAD  
KELOWNA , B.C.

project no.

4007

file no.

drawing title

IMAGES

designed

scale

drawn

J.K.

checked

R.Y.

drawing no.

A-0.3

plotted

9/5/2017 10:50:52 AM

NOT FOR  
CONSTRUCTION

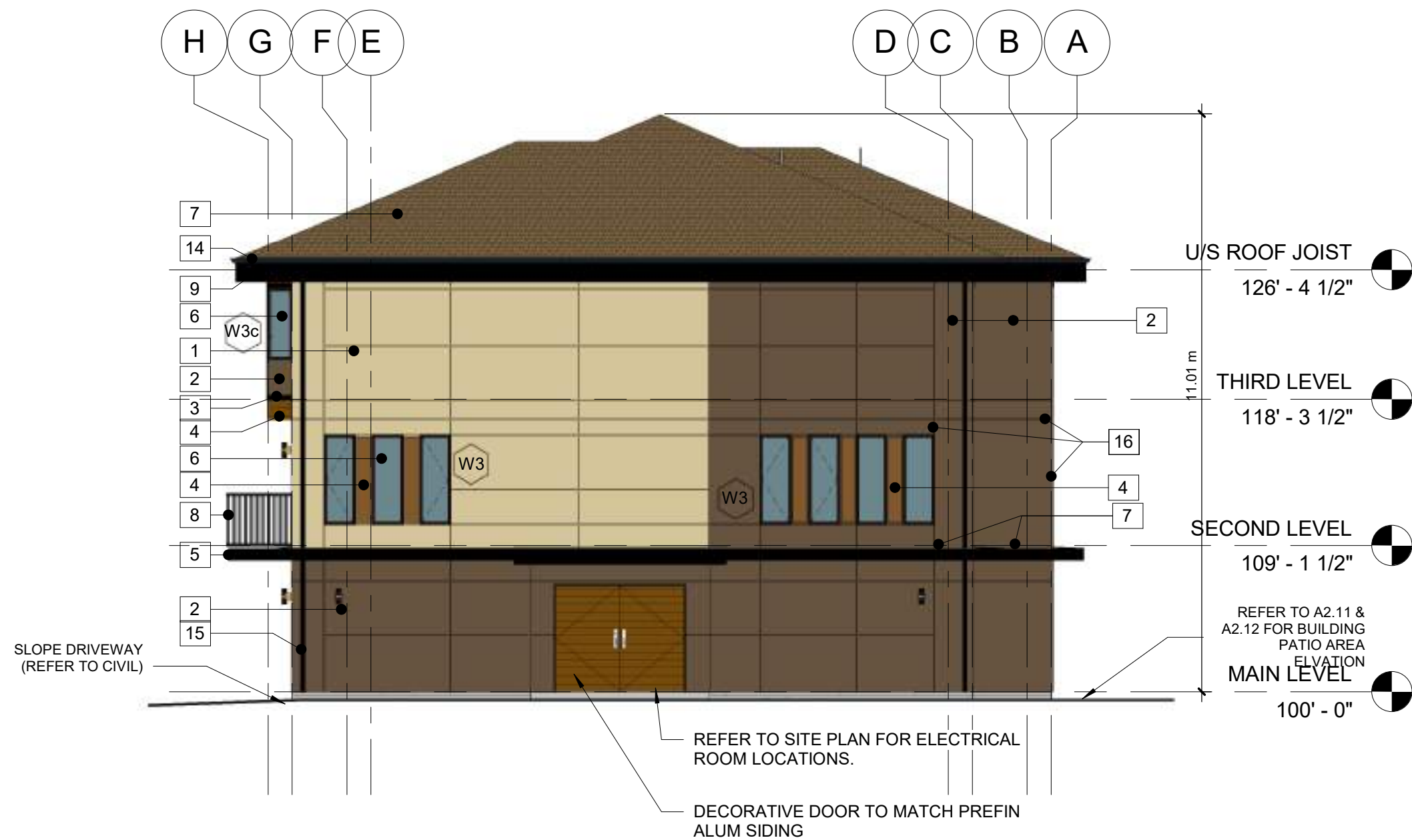




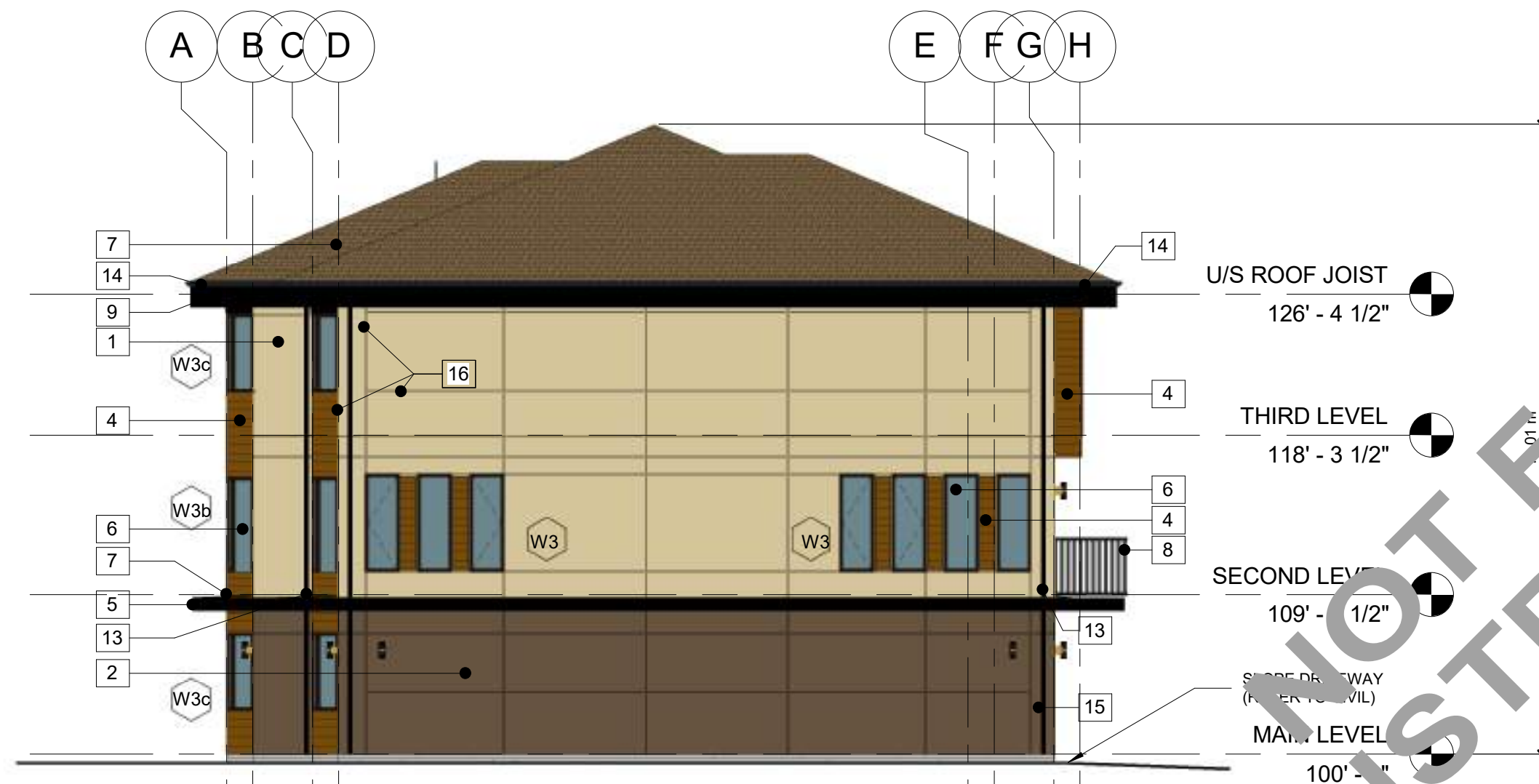
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1/8" = 1'-0"



3 BACK ELEVATION DP  
1/8" = 1'-0"



2 RIGHT SIDE ELEVATION DP  
1/8" = 1'-0"



1 LEFT SIDE ELEVATION DP  
1/8" = 1'-0"

## EXTERIOR MATERIAL LEGEND

-  HARDIE PANELS - BEIGE  
COLOUR: NAVAJO BEIGE
-  HARDIE PANELS - BROWN/GREY  
HARDIE SOFFIT PANELS  
COLOUR: TIMBERBARK
-  LUX ALUMINUM SIDING - WOOD GRAIN  
COLOUR: CEDAR
-  HARDIE TRIM BOARDS / FASCIA BOARD - BLACK  
COLOUR: PAINTED BLACK  
PREFINISHED METAL FLASHING -  
COLOUR: BLACK TO MATCH WINDOWS/DOORS,  
EXTERIOR RAILINGS & GUTTER/DOWNSPOUT  
FIBER PANEL TRIM / REVEALS

## MATERIAL KEYNOTE

1. HARDIE PANELS - BEIGE
2. HARDIE PANELS - BROWN/GREY
3. HARDIE TRIM - COLOUR - BLACK
4. LUX ALUMINUM SIDING - WOOD GRAIN C/W ALL REQUIRED TRIM
5. HARDIE PANELS - COLOUR - BLACK
6. VINYL WINDOWS (NAILING FLANGE) - COLOUR BLACK
7. ASPHALT SHINGLE ROOF - BROWN
8. ALUMINUM GUARDRAIL - BLACK
9. HARDIE (FASCIA) TRIM BOARD - COLOUR BLACK
10. SOLID PAINTED DOOR - COLOR MATCH HARDIE PANELS GREY/BROWN
11. OVERHEAD DOOR - COLOR MATH HARDIE PANELS BEIGE
12. GLAZED SLIDING DOOR
13. PROVIDE SLEEVE C/W FLASHING SEAL TO ALLOW FOR DOWNSPOUT TO PASS THROUGH. CLOUR - BLACK
14. PREFIN SEAMLESS ALUM. GUTTER C/W ALL REQUIRED HARDWARE & LEAF PROTECTION. COLOUR - BLACK
15. PREFIN ALUMN. 3 X 4 DOWNSPOUT C/W BRACKETS, DRAIN EXTENSION CONNECT TO STORM WATER COLLECTION SYSTEM. COLOUR BLACK (REFER TO MECH. / CIVIL DWG'S)
16. PREFINISHED REVEALS, TRIMS, INSIDE/OUTSIDE CORNERS, TRANSITIONS, WINDOWS/DOORS & SOFFIT TO SUIT HARDIE PANELS. COLOUR - BLACK

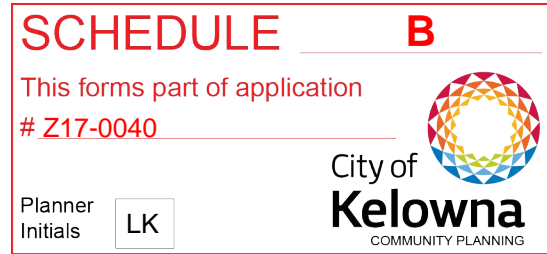
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SEAL

Revision		
No	Date	Description
1	AUG 30, 2017	REISSUED FOR DP



project title  
**LEATHEAD TH**

project address  
**LEATHEAD ROAD  
KELOWNA, B.C.**

project no. 4007

file no.

drawing title  
**6 UNIT ELEVATIONS**

designed \_\_\_\_\_ scale As indicated

drawn \_\_\_\_\_ J.K.

checked \_\_\_\_\_ R.Y.

drawing no.

**A-1.4**

plotted 9/5/2017 10:51:11 AM

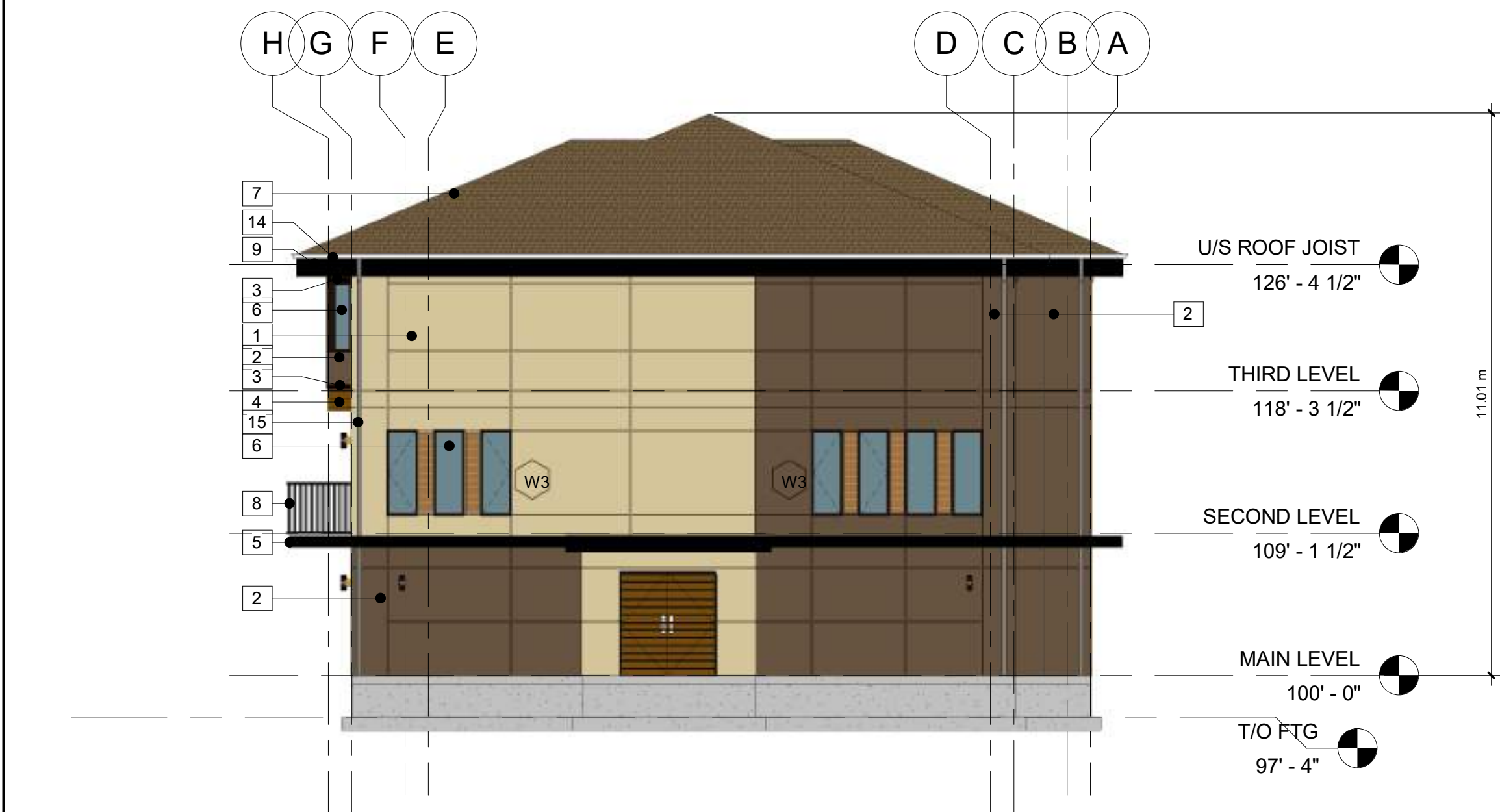




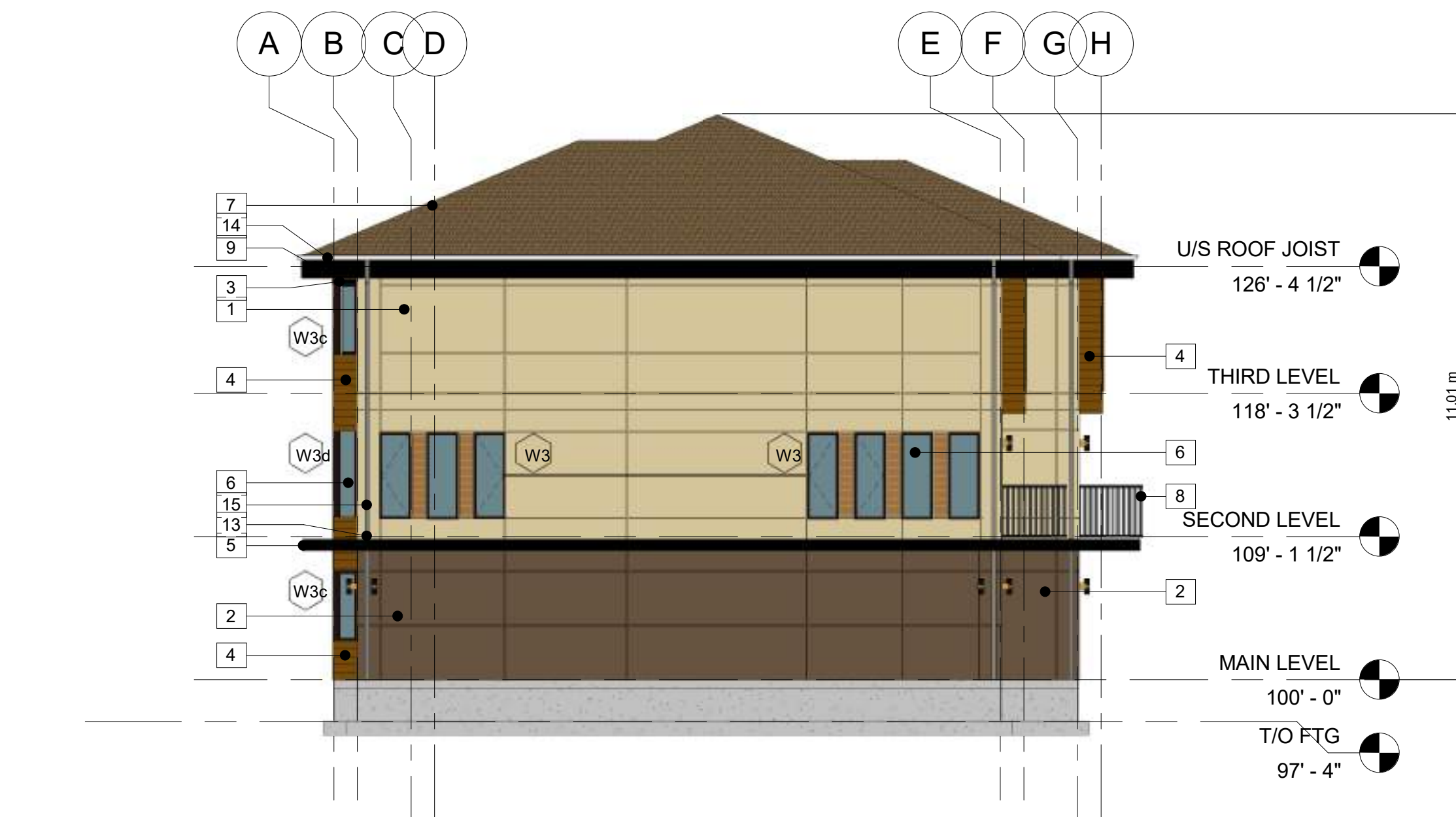
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1/8" = 1'-0"



2 FRONT ELEVATION DP  
1/8" = 1'-0"

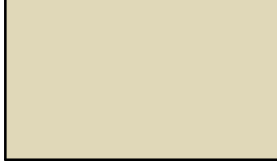





4 RIGHT ELEVATION DP  
1/8" = 1'-0"



3 LEFT ELEVATION DP  
1/8" = 1'-0"

## EXTERIOR MATERIAL LEGEND

-  HARDIE PANELS - BEIGE  
COLOUR: NAVAJO BEIGE
-  HARDIE PANELS - BROWN/GREY  
COLOUR: TIMBERBARK  
HARDIE TRIM - BROWN/GREY  
COLOUR: TIMBERBARK
-  LUX ALUMINUM SIDING - WOOD GRAIN  
COLOUR: CEDAR
-  PREFINISHED METAL FLASHING -  
COLOUR: BLACK TO MATCH WINDOWS/DOORS,  
EXTERIOR RAILINGS & GUTTER/DOWNSPOUT

## MATERIAL KEYNOTE LEGEND

1. HARDIE PANELS - BEIGE
2. HARDIE PANELS - BROWN/GREY
3. HARDIE TRIM - COLOUR - BLACK
4. LUX ALUMINUM SIDING - WOOD GRAIN C/W ALL REQUIRED TRIM
5. HARDIE PANELS - COLOUR - BLACK
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EXTENSION CONNECT TO STORM. COLOUR BLACK  
(REFER TO MECH. / CIVIL DWGS)
16. PREFINISHED REVEALS, TRIMS, INSIDE/OUTSIDE CORNERS,  
TRANSITIONS, WINDOWS/DOORS & SOFFIT TO SUIT HARDIE  
PANELS. COLOUR - BLACK

ALL CONTRACTORS ARE REQUIRED TO PERFORM THEIR WORK AND SUPPLY THEIR PRODUCTS IN COMPLIANCE WITH ALL BUILDING CODES AND LAWS OF THE PROVINCE OF BRITISH COLUMBIA

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## SCHEDULE B

This forms part of application  
# Z17-0040



Planner Initials LK

SEAL

Revision

No	Date	Description
1	AUG 30, 2017	REISSUED FOR BP



project title  
**LEATHEAD TH**

project address  
**LEATHEAD ROAD  
KELOWNA, B.C.**

project no. 4007

file no.

drawing title  
**8 UNIT BUILDING  
ELEVATIONS**

designed scale As indicated

drawn J.F.

checked R.Y.

drawing no.

**A1.10**

plotted DEC 12, 2016 9/4/2017 1:51:07 PM

NOT FOR CONSTRUCTION



# CITY OF KELOWNA

## BYLAW NO. 11486

### Z17-0040 – 1065 & 1075 Leathead Road and 500 Fleming Road

---

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

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

1. THAT City of Kelowna Zoning Bylaw No. 8000 be amended by changing the zoning classification of Lot 1 Section 27 Township 26 ODYD Plan 10847 except Plan A12943, Lot A Section 27 Township 26 ODYD Plan KAP79327 and Lot B Section 27 Township 26 ODYD Plan KAP79327 located on Leathead Road and Fleming Road, Kelowna, B.C., from the RU1 – Large Lot Housing zone to the RM4 – Transitional Low Density Housing zone.
2. This bylaw shall come into full force and effect and is binding on all persons as and from the date of adoption.

Read a first time by the Municipal Council this

Considered at a Public Hearing on the

Read a second and third time by the Municipal Council this

Approved under the Transportation Act this

---

(Approving Officer – Ministry of Transportation)

Adopted by the Municipal Council of the City of Kelowna this

---

Mayor

---

City Clerk

# REPORT TO COUNCIL



**Date:** Oct 2, 2016

**RIM No.** 1250-30

**To:** City Manager

**From:** Community Planning Department (AC)

**Application:** Z17-0055      **Owner:** PC Urban Enterprise Holdings Ltd. Inc. No. BC 1099976

**Address:** 1655 Dilworth Dr      **Applicant:** PC Urban - Louise Tagulao

**Subject:** Rezoning Application

Existing OCP Designation: IND – Industrial

Existing Zone: I3 – Heavy Industrial

Proposed Zone: I2 – General Industrial

---

## 1.0 Recommendation

THAT Rezoning Application No. Z17-0055 to amend the City of Kelowna Zoning Bylaw No. 8000 by changing the zoning classification of Lot 1, District Lots 127 & 531, ODYD, Plan EPP67320, located at 1655 Dilworth Dr, Kelowna, BC, from the I3 – Heavy Industrial Zone to the I2 – General Industrial Zone, be considered by Council;

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

AND THAT final adoption of the Zone Amending Bylaw be subsequent to the following:

1. To the outstanding conditions identified in Attachment "A" associated with the report from the Community Planning Department dated July 25<sup>th</sup> 2017.
2. The approval of the Ministry of Transportation and Infrastructure Branch.
3. The approval of the Ministry of Environment.

## 2.0 Purpose

To consider a rezoning application on the subject property from the I3 – Heavy Industrial Zone to the I2 – General Industrial Zone.

### 3.0 Community Planning

Staff support the rezoning from the I3 zone to the I2 zone. The Official Community Plan (OCP) designates the property as Industrial (IND) and encourages industrial development on the subject property. The property is surrounded by Industrial, Commercial, Service Commercial, and Institutional OCP designated properties.

Community Planning acknowledges the importance of maintaining industrially zoned land in the area for the City's long-term needs. The I2 zone allows for more types of land uses, however, this zone still achieves the City's industrial goals as the permitted land uses are more compatible with the way the surrounding neighbourhood has developed over the past 20 years. Many of the I3 zone land uses, such as concrete plants or wrecking yards, would likely create land use conflicts in the area. See Table 1 below to see a comparison between the permitted land uses between the I2 & I3 zones. The other main difference is the I2 zone permits double the Floor Area Ratio (FAR) allowing the site to be utilized more densely.

Table 1					
Land uses in the I2 zone that are not in the I3 zone		Land uses in the I3 zone that are not in the I2 zone		Land uses in both the I3 & I2 zones	
1	Auctioneering establishments	1	Concrete and asphalt plants	1	Analytical testing
2	Automotive and equipment repair services	2	Recycling plants	2	Breweries and distilleries, major
3	Automotive and minor recreation vehicle sales/rentals	3	Utility services, major impact	3	Breweries and distilleries, minor
4	Commercial storage	4	Wrecking yards	4	Bulk fuel depots
5	Contractor services, general			5	Medical marihuana production facilities
6	Contractor services, limited			6	Outdoor storage
7	Convenience vehicle rentals			7	Recycling depots
8	Custom indoor manufacturing			8	Recycled materials drop-off centres
9	Emergency and protective services			9	Utility services, minor impact
10	Equipment rentals			10	Vehicle and equipment services, industrial
11	Fleet services				
12	Food primary establishment				
13	Gas bars				
14	Household repair services				
15	Liquor primary establishment, minor				
16	Participant recreation services, indoor				
17	Private clubs				
18	Rapid drive-through vehicle services				
19	Service stations, minor				
20	Service stations, major				
21	Truck and mobile home sales/rentals				
22	Warehouse sales				



If the rezoning is successful, Staff will review the form and character of the proposed buildings within a Development Permit report. Within the current proposal, Staff are tracking one variance to reduce the amount of parking provided. The merits of which will be explained within a Development Permit and Development Variance Permit Council report. Further, the applicant intends to subdivide the parcel into two lots.

#### 4.0 Proposal

##### 4.1 Project Description

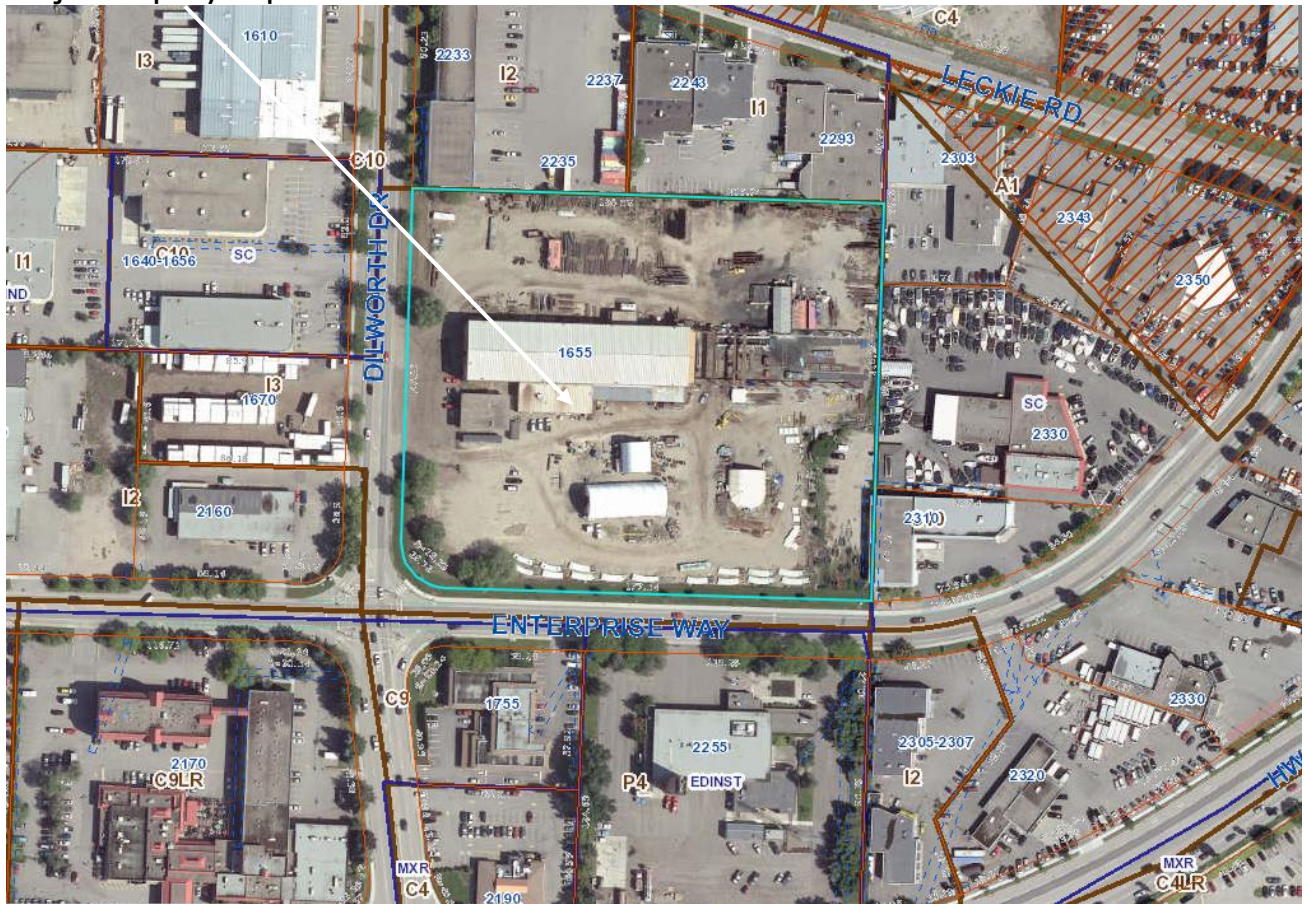
The applicant is applying to subdivide the Property into two legal lots; Lot A 1.62 ha and Lot B 1.61 ha. A shared access easement is contemplated straddling the boundary between the two lots. The rezoning to I2 General Industrial zone will facilitate a small bay, light industrial, strata development on the northern Lot A. A future Development Permit application is anticipated for a development of proposed Lot B.

##### 4.2 Site Context

The subject property is within the Midtown Urban Centre and located at the corner of Dilworth Drive and Enterprise Way. Specifically, adjacent land uses are as follows:

Orientation	Zoning	Land Use
North	I1 – Business Industrial I2 – General Industrial	Industrial Industrial
East	C10 – Service Commercial	Commercial
South	C9 – Tourist Commercial P4 - Utilities	Commercial Fire Hall
West	I2 – General Industrial I3 – Heavy Industrial C10 – Service Commercial	Industrial Industrial Commercial

Subject Property Map: 1655 Dilworth Drive



## 5.0 Current Development Policies

### 5.1 Kelowna Official Community Plan (OCP)

#### Development Process

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

#### Industrial Land Use Policies

**Objective 5.28.**<sup>2</sup> Focus industrial development to areas suitable for industrial use.

<sup>1</sup> City of Kelowna Official Community Plan, Policy 5.3.2 (Development Process Chapter).

<sup>2</sup> City of Kelowna Official Community Plan, Objective 5.28, Chapter 10 (Development Process Chapter).

**Industrial Supply Protection.**<sup>3</sup> Protect existing industrial lands from conversion to other land uses by not supporting the rezoning of industrial land to preclude industrial activities unless there are environmental reasons for encouraging a change of use.

**Non-compatible Industrial.**<sup>4</sup> Restrict the encroachment of residential uses in areas adjacent to non-compatible industrial sites.

**Business Centre.**<sup>5</sup> Encourage, in areas designated as "Industrial," the provision of business centres that incorporate a mix of research, light manufacturing and associated business office uses.

**Location of Heavy Industrial.**<sup>6</sup> Direct heavy industries to areas that would not negatively affect existing neighbourhoods or businesses and the natural environment.

**Industrial Land Use Intensification.**<sup>7</sup> Encourage more intensive industrial use of currently under-utilized industrial sites during site redevelopment or by permitting lot subdivision where new lots can meet the minimum lot size requirements of the Zoning Bylaw.

## 6.0 Technical Comments

### 6.1 Building & Permitting Department

- No comment on rezoning.

### 6.2 Development Engineering Department

- See attached memorandum dated July 25, 2017.

### 6.3 Fire Department

- No comment on rezoning.

## 7.0 Application Chronology

Date of Application Received: June 22<sup>nd</sup> 2017  
Date Public Notification Completed: Sep 17<sup>th</sup> 2017

**Report prepared by:** Adam Cseke, Planner Specialist  
**Reviewed by:** Terry Barton, Urban Planning Manager  
**Approved for Inclusion:** Ryan Smith, Community Planning Department Manager

### Attachments:

ATTACHMENT 'A' Development Engineering Memo dated July 25<sup>th</sup> 2017  
Initial Architectural Drawing Package

<sup>3</sup> City of Kelowna Official Community Plan, Policy 5.28.1, Chapter 5 (Development Process Chapter).

<sup>4</sup> City of Kelowna Official Community Plan, Policy 5.22.4, Chapter 5 (Development Process Chapter).

<sup>5</sup> City of Kelowna Official Community Plan, Policy 5.28.2, Chapter 5 (Development Process Chapter).

<sup>6</sup> City of Kelowna Official Community Plan, Policy 5.28.3, Chapter 5 (Development Process Chapter).

<sup>7</sup> City of Kelowna Official Community Plan, Policy 5.29.1, Chapter 5 (Development Process Chapter).





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## CITY OF KELOWNA

# MEMORANDUM

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**Date:** July 25, 2017  
**File No.:** Z17-0055  
**To:** Urban Planning (AC)  
**From:** Development Engineering Manager (JK)  
**Subject:** 1655 Dilworth Drive                      Zone: I1 to I2, I3

---

The Development Engineering Department has the following comments and requirements associated with this application. The road and utility upgrading requirements outlined in this report will be a requirement of this development. All servicing and Road requirements will be address in S17-0057.

These are Development Engineering comments/requirements and are subject to the review and requirements from the Ministry of Transportation (MOTI) Infrastructure Branch.

The Development Engineering Technologist for this project is Ryan O'Sullivan

### 1. **General**

These are Development Engineering comments/requirements and are subject to the review and requirements from the Ministry of Transportation (MOTI) Infrastructure Branch.

### 2. **Domestic Water and Fire Protection**

- (a) The development site is presently serviced with a (38-mm) water service. The developer's consulting mechanical engineer will determine the domestic, fire protection requirements of this proposed development and establish hydrant requirements and service needs. Only one service per lot will be permitted for this development.
- (b) The developer must obtain the necessary permits and have all existing utility services disconnected prior to removing or demolishing the existing structures. The City of Kelowna water meter contractor must salvage existing water meters, prior to building demolition. If water meters are not salvaged, the developer will be invoiced for the meters.

### 3. **Sanitary Sewer**

The developer's consulting mechanical engineer will determine the development requirements of the proposed development and establish the service needs. The existing lot is serviced with a 100mm diameter sanitary service. Only one service per lot will be permitted for this development. If required, the applicant will arrange for the removal and disconnection of the existing service and the installation of one new larger service at the applicants cost.



#### 4. **Storm Drainage**

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

#### 5. **Road Improvements and Dedication**

- (a) All road requirements will be addressed in S17-0057 and in submitted TIA.

#### 6. **Electric Power and Telecommunication Services**

The electrical and telecommunication services to this building must be installed in an underground duct system, and the building must be connected by an underground service. It is the developer's responsibility to make a servicing application with the respective electric power, telephone and cable transmission companies to arrange for these services, which would be at the applicant's cost.

#### 7. **Design and Construction**

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

#### 8. **Servicing Agreements for Works and Services**

- (a) A Servicing Agreement is required for all offsite works and services on City lands in accordance with the Subdivision, Development & Servicing Bylaw No. 7900. The applicant's Engineer, prior to preparation of Servicing Agreements, must provide adequate drawings and estimates for the required works. The Servicing Agreement must be in the form as described in Schedule 2 of the bylaw.
- (b) Part 3, "Security for Works and Services", of the Bylaw, describes the Bonding and Insurance requirements of the Owner. The liability limit is not to be less than

\$5,000,000 and the City is to be named on the insurance policy as an additional insured.

**9. Other Engineering Comments**

- (a) Provide all necessary Statutory Rights-of-Way for any utility corridors required, including those on proposed or existing City Lands.
- (b) If any road dedication affects lands encumbered by a Utility right-of-way (such as Terasen, etc.) please obtain the approval of the utility prior to application for final subdivision approval. Any works required by the utility as a consequence of the road dedication must be incorporated in the construction drawings submitted to the City's Development Manager.

**10. Development Permit and Site Related Issues**

- (a) Access and Manoeuvrability
  - (i) An MSU standard size vehicle must be able to manoeuvre onto and off the site without requiring a reverse movement onto public roadways. If the development plan intends to accommodate larger vehicles movements should also be illustrated on the site plan.
  - (ii) Perimeter access must comply with the BC Building Code. Fire Truck access designs and proposed hydrant locations will be reviewed by the Fire Protection Officer.

  
James Kay, MS, P. Eng,  
Development Engineering Manager

RO

<b>ATTACHMENT</b>		<b>A</b>
This forms part of application		
# Z17-0055		
Planner Initials	AC	 City of <b>Kelowna</b> COMMUNITY PLANNING



---

## CITY OF KELOWNA

# MEMORANDUM

---

**Date:** July 25, 2017  
**File No.:** S17-0057  
**To:** Community Planning (AC)  
**From:** Development Engineering Manager (JK)  
**Subject:** 1655 Dliworth Drive

---

Development Engineering Department have the following comments and requirements associated with this application. The road and utility upgrading requirements outlined in this report will be a requirement of this development. The Development Engineering Technologist for this project is Ryan O'Sullivan

1. Domestic Water and Fire Protection

- (a) The existing lot is serviced with a 38mm copper diameter water service. The developer's consulting mechanical engineer will determine the domestic and fire protection requirements of this proposed development and establish hydrant requirements and service needs. The applicant, at his cost, will arrange for the removal of the existing service and the installation of one new larger metered water service.
- (b) A water meter is mandatory for this development and must be installed inside the building on the water service inlet as required by the City Plumbing Regulation and Water Regulation bylaws. The developer or building contractor must purchase the meter from the City at the time of application for a building permit from the Inspection Services Department, and prepare the meter setter at his cost.
- (c) Landscaped boulevards, complete with underground irrigation systems, must be integrated with the on-site irrigation system.

2. Sanitary Sewer

- (a) The existing lot is serviced with 100mm diameter sanitary service. The developer's consulting mechanical engineer will determine the requirements of this proposed development and establish the required size and preferred location of the new service. Only one service will be permitted for this development. The applicant, at his cost, will arrange for the removal of all existing service and the installation of a new larger service.

3. Storm Drainage

- (a) The developer must engage a consulting civil engineer to provide a storm water management plan for the site, which meets the requirements of the Subdivision, Development and Servicing Bylaw No. 7900. The storm water management plan must also include provision of lot grading plan, minimum basement elevation (MBE), if applicable, and provision of a storm drainage service for the development and / or recommendations for onsite drainage containment and disposal systems. The existing lot is serviced with a 150mm diameter over-flow storm service.

3. Road Improvements

- (a) Enterprise Way fronting this development has been upgraded to an urban standard including curb and gutter, sidewalk, storm drainage system, pavement widening. Relocation of 1.8 m Sidewalk to PL (with 0.3 offset) on Enterprise. (To be looked at to help with visuals on Enterprise and Impacts to existing trees should be minimized.)
- (b) Dedication at the Enterprise/Dilworth intersection to increase corner radius to 22 m to accommodate required channelization future island.
- (c) 1.8m sidewalk be constructed at 0.3m from PL and consideration is given to ultimate grading for the future ATC. On Dilworth.
- (d) Enterprise access near east side of the property line as per sight line review a right-in only.
- (e) These are Development Engineering comments/requirements and are subject to the review and requirements from the Ministry of Transportation (MOTI) Infrastructure Branch. A TIA is required for this development and improvements maybe required from this Report.

6. Subdivision

- (a) Grant Statutory Rights of Way if required for utility services.
- (b) If any road dedication or closure affects lands encumbered by a Utility right-of-way (such as Hydro, Telus, Gas, etc.) please obtain the approval of the utility. Any works required by the utility as a consequence of the road dedication or closure must be incorporated in the construction drawings submitted to the City's Development Manager.

7. Electric Power and Telecommunication Services

- a) All proposed distribution and service connections are to be installed underground.
- b) Streetlights must be installed on roads.
- c) Make servicing applications to the respective Power and Telecommunication utility companies. The utility companies are required to obtain the City's approval before commencing construction.

- d) Re-locate existing poles and utilities, where necessary. Remove aerial trespass (es).

8. Engineering

Road and utility construction design, construction supervision, and quality control supervision of all off-site and site services including on-site ground recharge drainage collection and disposal systems, must be performed by an approved consulting civil engineer. Designs must be submitted to the city engineering department for review and marked "issued for construction" by the City Engineer before construction may begin.

9. Design and Construction

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

10. Servicing Agreements for Works and Services

- (a) A Servicing Agreement is required for all works and services on City lands in accordance with the Subdivision, Development & Servicing Bylaw No. 7900. The applicant's Engineer, prior to preparation of Servicing Agreements, must provide adequate drawings and estimates for the required works. The Servicing Agreement must be in the form as described in Schedule 2 of the bylaw.
- (b) Part 3, "Security for Works and Services", of the Bylaw, describes the Bonding and Insurance requirements of the Owner. The liability limit is not to be less than \$5,000,000 and the City is to be named on the insurance policy as an additional insured.



11. Geotechnical Report

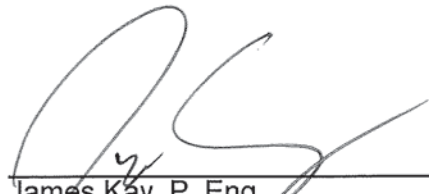
As a requirement of this application the owner must provide a geotechnical report prepared by a Professional Engineer qualified in the field of hydro-geotechnical survey to address the following:

- (a) Area ground water characteristics.
- (b) Site suitability for development, unstable soils, etc.
- (c) Drill and / or excavate test holes on the site and install piezometers if necessary. Log test hole data to identify soil characteristics, identify areas of fill if any. Identify unacceptable fill material, analyse soil sulphate content, identify unsuitable underlying soils such as peat, etc. and make recommendations for remediation if necessary.
- (d) List extraordinary requirements that may be required to accommodate construction of roads and underground utilities as well as building foundation designs.
- (e) Additional geotechnical survey may be necessary for building foundations, etc.

12. Development Permit and Site Related Issues

Access and Manoeuvrability

- (i) Access to the site does not meet the throat length requirement of 15 m as laid out by TAC standard.
- (ii) A MSU standard size vehicle must be able to manoeuvre onto and off the site without requiring a reverse movement onto public roadways. If the development plan intends to accommodate larger vehicles movements should also be illustrated on the site plan.
- (iii) Perimeter access must comply with the BC Building Code. Fire Truck access designs and proposed hydrant locations will be reviewed by the Fire Protection Officer.
- (iv) The future, access and egress to the site may be restricted to right-in and right-out onto Enterprise Way with a future median.



James Kay, P. Eng.  
Development Engineering Manager  
R0

**ZONING SUMMARY:**

**LEGAL DESCRIPTION:** Lot 1 District Lots 127 and 531 Osoyoos Yale District Plan FPP67320

Front Yard Setback :	Proposed:	17.4m (57'-4")
	Required:	7.5m (25'-0")
Side Yard Setback :	Proposed:	3m (10'-0")
	Required:	Not required
Rear Yard Setback :	Proposed:	3m (10'-0")
	Required:	Not required

<b>EASEMENTS:</b>	TBA	
<b>ZONE:</b>	<b>Current:</b>	I-3 Heavy Industrial
	<b>Proposed:</b>	I-2 General Industrial Zone

**USES:** TBA

Gross Floor Area: (See Table Below)

<b>Site Area:</b>	<b>32,360 sm (348,326 sf)</b>
Subdivision1:	16,212 sm (174,544 sf)
Subdivison 2:	16,148 sm (173,782 sf)

Site Cover (Lot 1):	Proposed	46%
	Permitted	60%
FSR:	Proposed	0.65
	Permitted	1.5

Height:	Proposed:	9m (30')
---------	-----------	----------

	<b>Permitted:</b>	14m (45.9')
<b>Parking (Vehicle):</b>	<b>Proposed:</b>	168 Cars

**Parking (Vehicle):** Proposed: 168 Cars  
(inc. 2HC)

**Required:**  $2/1076sf = 200$  Cars  
(variance required for  
calculated parking)

Parking (Bike ClassII): Proposed:	52
Required: 0.3/1076sf =	32

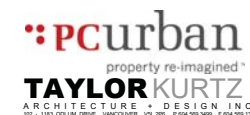
<b>Loading:</b>	<b>Proposed:</b>	39 loading bays
	<b>Required:</b> 1/20,451sf =	6 loading bays

Area Summary (Gross Floor Area - By Building and Level)

Building	Level	Area (SF)	Area (SM)
1	Level 1	42040 SF	3905 m <sup>2</sup>
1	Level 2	17400 SF	1616 m <sup>2</sup>
2	Level 1	37170 SF	3454 m <sup>2</sup>
2	Level 2	15950 SF	1482 m <sup>2</sup>
		112560 SF	10457 m <sup>2</sup>

Area Summary (Gross Floor Area - By Level)

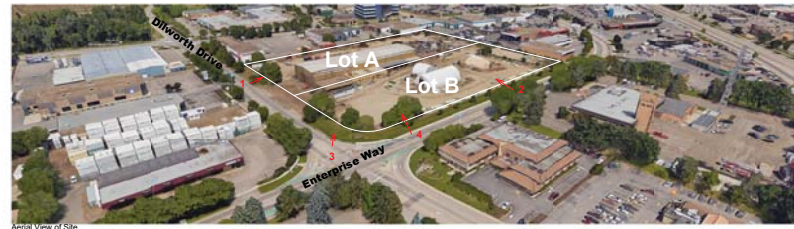
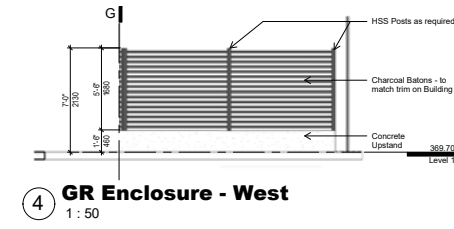
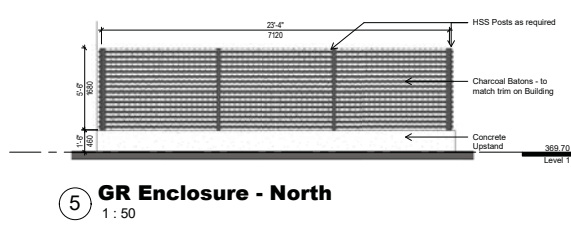
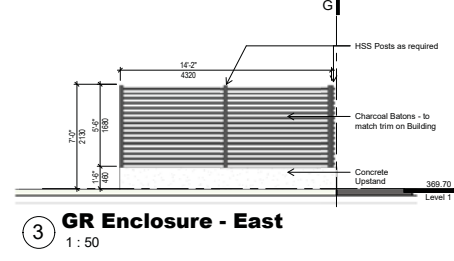
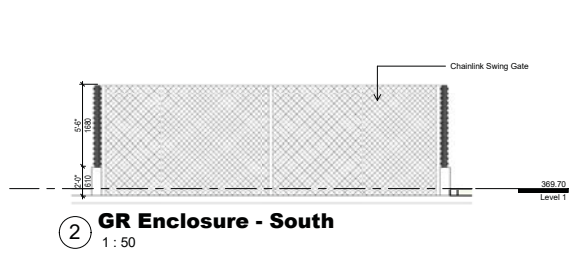
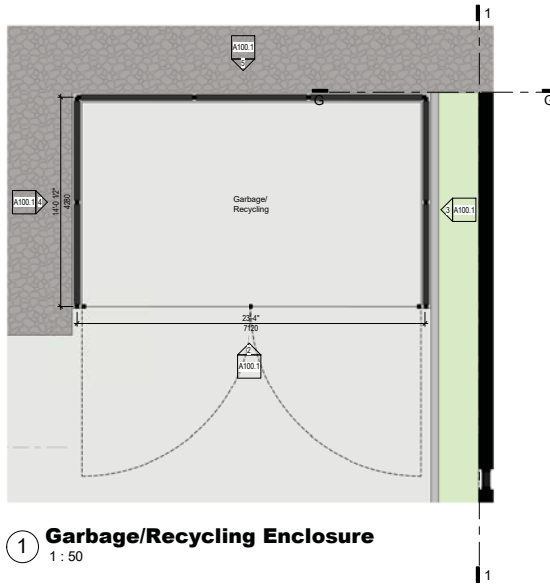
Level	Area (SF)	Area (SM)
Level 1	79210 SF	7359 m <sup>2</sup>
Level 2	33350 SF	3098 m <sup>2</sup>
	112560 SF	10457 m <sup>2</sup>



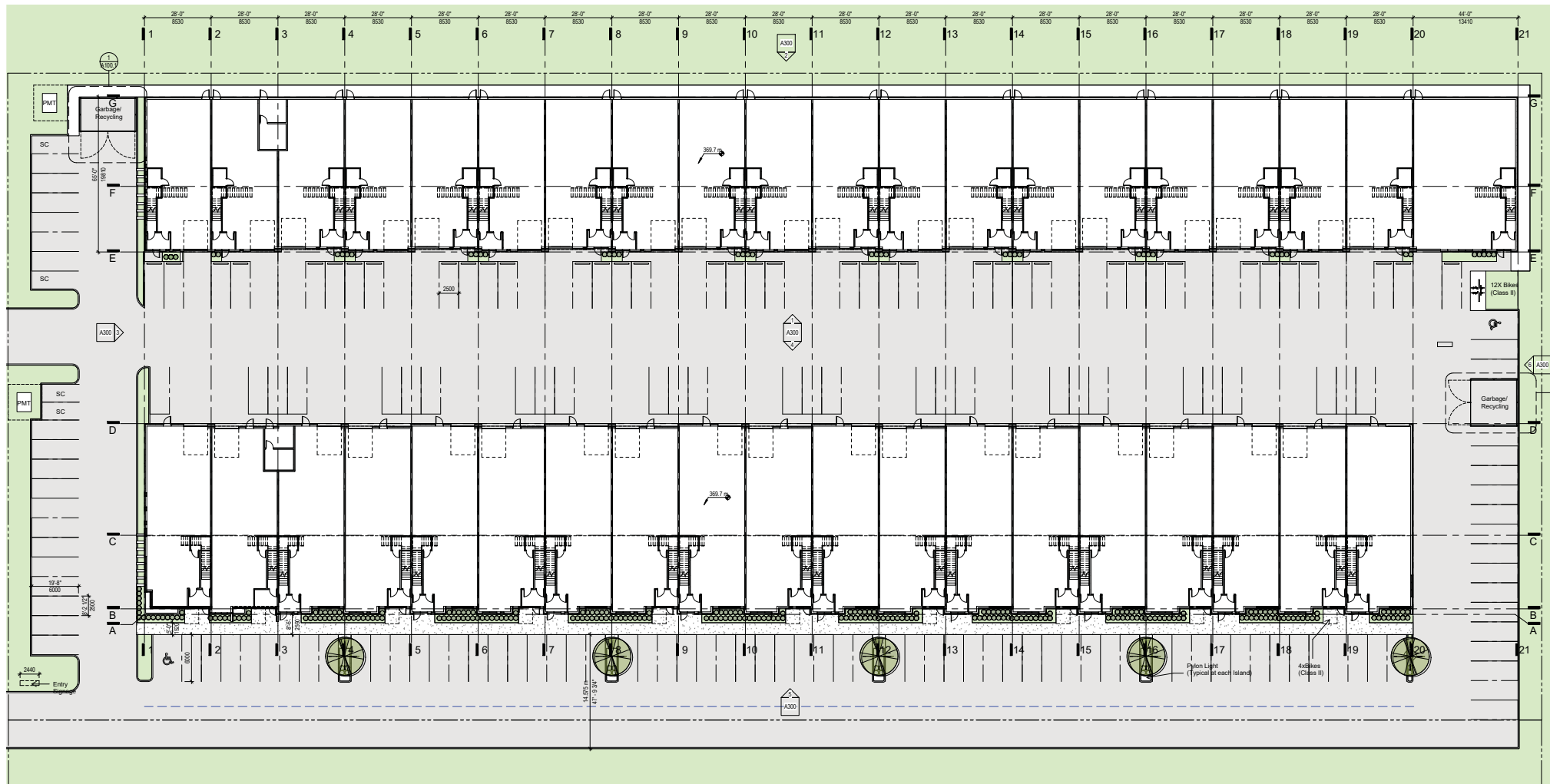
**1655 Dilworth**  
Kelowna

## Site Plan

# A100







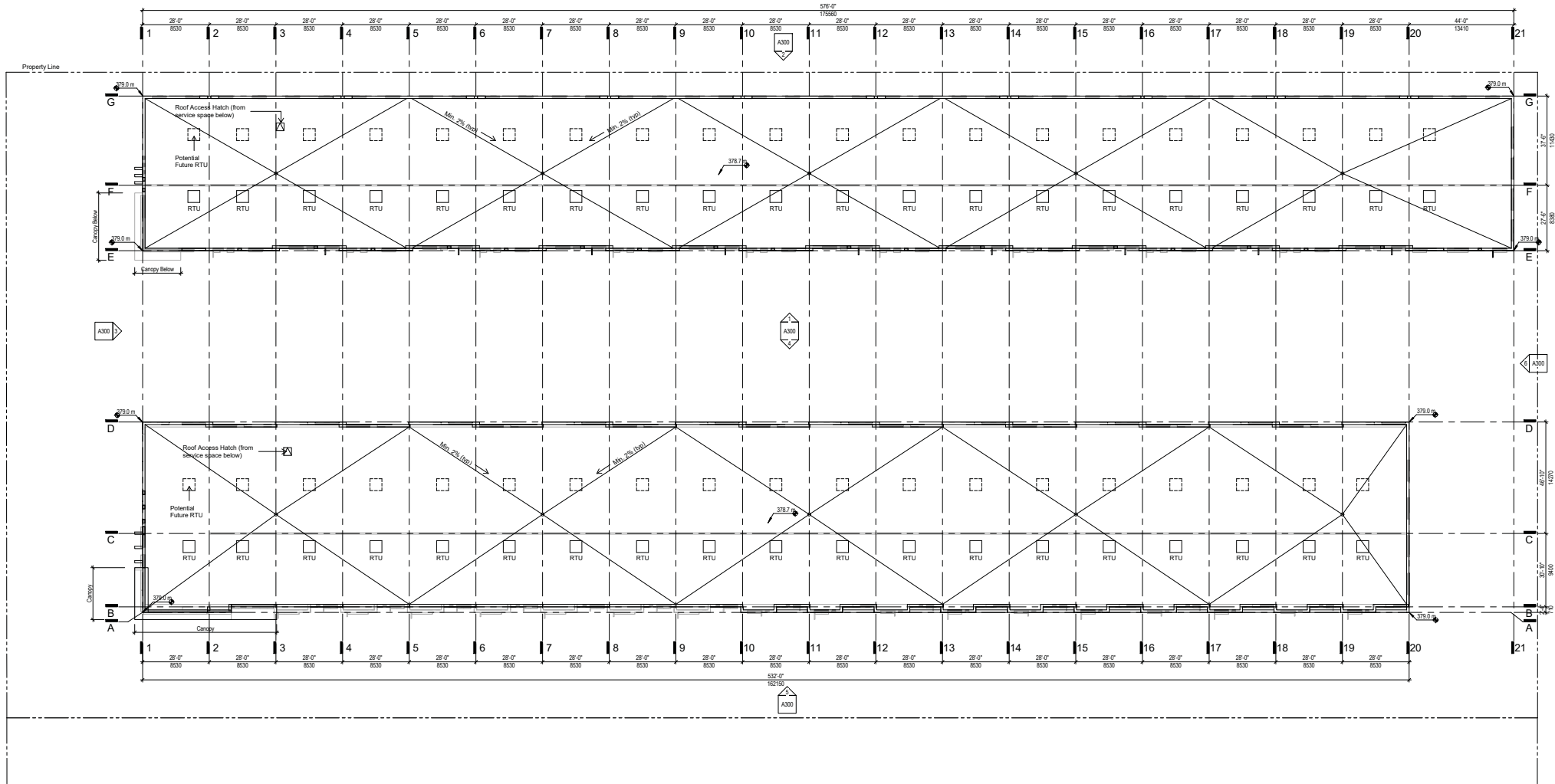
① **Level 1**  
1 : 240

**1655 Dilworth**  
Level 1  
6/12/2017 1:47:16 PM Scales 50% @ 11"x17"  
**A101**

**T K A + D** **pcurban**  
property re-imagined  
**TAYLOR KURTZ** ARCHITECTURE + DESIGN INC.







① **Roof**  
1 : 240

**1655 Dilworth**  
Roof Plan  
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**A103**

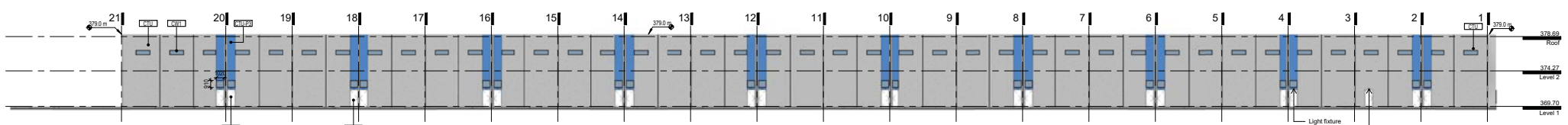
**TKA+D** **pcurban**  
property re-imagined  
**TAYLOR KURTZ** ARCHITECTURE + DESIGN INC



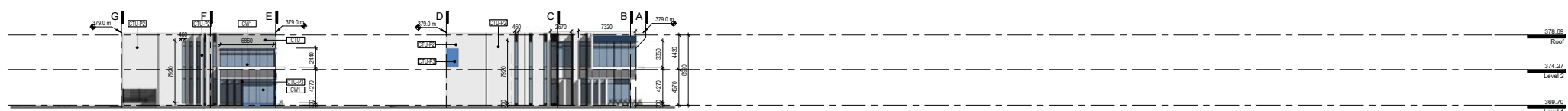




① **Building 2 - South**  
1 : 240



② **Building 2 - North**  
1 : 240



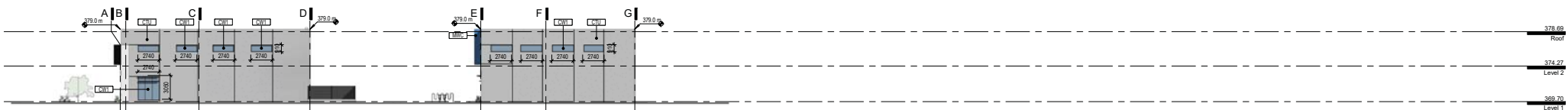
③ **Building 1&2 - West**  
1 : 240



④ **Building 1 - North**  
1 : 240



⑤ **Building 1 - South**  
1 : 240



⑥ **Building 1&2 - East**  
1 : 240

#### KEYNOTE LEGEND

TAG	DESCRIPTION
CTU	CONCRETE - TILT UP
CTU-P1	CONCRETE - TILT UP - PAINTED P1
CTU-P2	CONCRETE - TILT UP - PAINTED P2
CTU-P3	CONCRETE - TILT UP - PAINTED P3

#### KEYNOTE LEGEND

TAG	DESCRIPTION
CTU	CURTAIN WALL - TYPE 1
DO	DOOR
MWC	METAL WALL CLADDING
CHD	OVERHEAD DOOR

**1655 Dilworth**  
Elevations  
6/12/2017 1:48:23 PM Scales 50% @ 11"x17"  
**A300**

**TKA+D** **pcurban**  
property re-imagined  
TAYLOR KURTZ ARCHITECTURE + DESIGN INC.



**Bldg\_1\_from drive aisle**



**Bldg\_1\_from drive aisle 2**



**Bldg\_1\_front corner**



**Bldg\_1\_loading area**

**1655 Dilworth**  
**Building 1 Perspective Views**  
6/12/2017 1:49:07 PM Scales 50% @ 11"x17"  
**A900**

**TKA+D** **PCurban**  
property re-imagined™  
**TAYLOR KURTZ ARCHITECTURE + DESIGN INC.**



**Bldg\_2 from drive aisle**



**Bldg\_2 front corner**



**Bldg\_2 from drive aisle 2**

**1655 Dilworth**  
**Building 2 Perspective Views**  
6/12/2017 1:49:38 PM Scales 50% @ 11"x17"  
**A901**

**TKA+D** **PCurban**  
property re-imagined™  
**TAYLOR KURTZ** ARCHITECTURE + DESIGN INC





**Unpainted Concrete (CTU)**

Primary Finish - Building Facade



**Blue (CTU-P3)Utah Sky - Benjamin Moore**

Accent Finish - Building Facade, Canopies,  
Trim, Vertical Sunshades



**White (CTU-P2)**

Primary Finish - Building Facade



**Black (CTU-P1)**

Accent Colour - Building Facade, Canopies, Trim,  
Vertical/Horizontal Sunshades, Window/Door Trim

# 1655 Dilworth

LANDSCAPE ARCHITECTURAL SET - ISSUED FOR REVIEW - 08 JUNE 2017



CONNECT LANDSCAPE ARCHITECTURE INC. DOES NOT GUARANTEE THE EXISTENCE, LOCATION, AND ELEVATION OF UTILITIES AND / OR CONCEALED STRUCTURES AT THE PROJECT SITE.

THE CONTRACTOR IS RESPONSIBLE FOR DETERMINING THE EXISTENCE, LOCATION, AND ELEVATION OF ALL UTILITIES AND / OR CONCEALED STRUCTURES, AND IS RESPONSIBLE FOR NOTIFYING THE APPROPRIATE COMPANY, DEPARTMENT OR PERSON(S) OF ITS INTENTION TO CARRY OUT ITS OPERATIONS.

## LANDSCAPE DRAWING INDEX

SHEET No.	SHEET NAME
L1.0	COVER SHEET AND CONTEXT PLAN
L1.1	CONCEPT PLAN - WEST
L1.2	CONCEPT PLAN - EAST
L2.0	PLANT SCHEDULE AND MATERIALS
L2.1	PLANTING PLAN - WEST
L2.2	PLANTING PLAN - EAST
L2.3	IRRIGATION PLAN

## GENERAL NOTES

ALL LANDSCAPE ARCHITECTURAL DRAWINGS IN THIS PACKAGE SHALL BE READ IN CONJUNCTION WITH ALL OTHER LANDSCAPE ARCHITECTURAL DRAWINGS, DETAILS, SPECIFICATIONS, AND OTHER CORRESPONDANCE THAT MAY BE ISSUED DURING THE COURSE OF THE CONTRACT.

IF A DISCREPANCY OCCURS BETWEEN THE DRAWINGS AND THE SPECIFICATIONS OR ANY OTHER DOCUMENT ASSOCIATED WITH THE PROJECT, THE CONFLICT SHALL BE REPORTED IN WRITING TO THE LANDSCAPE ARCHITECT TO OBTAIN CLARIFICATION AND APPROVAL BEFORE PROCEEDING WITH WORKS.

THE CONTRACTOR SHALL VISIT THE SITE TO VERIFY THE TRUE EXISTING CONDITIONS. ANY UNCLEAR ISSUES SHALL BE CLARIFIED WITH THE LANDSCAPE ARCHITECT. NO CLAIM SHALL BE ALLOWED FOR EXTRAS WHICH MAY ARISE THROUGH NEGLIGENCE OF THIS ADVICE.

ALL EXISTING INFORMATION IS BASED ON AVAILABLE RECORDS AND SHALL NOT BE CONSTRUED TO BE COMPLETE OR ACCURATE.

LAYOUT OF HARDSCAPE, SITE FURNITURE, SOIL, PLANTING, AND ALL OTHER MATERIALS IS TO BE STAKED OUT AND APPROVED BY THE LANDSCAPE ARCHITECT PRIOR TO INSTALLATION.

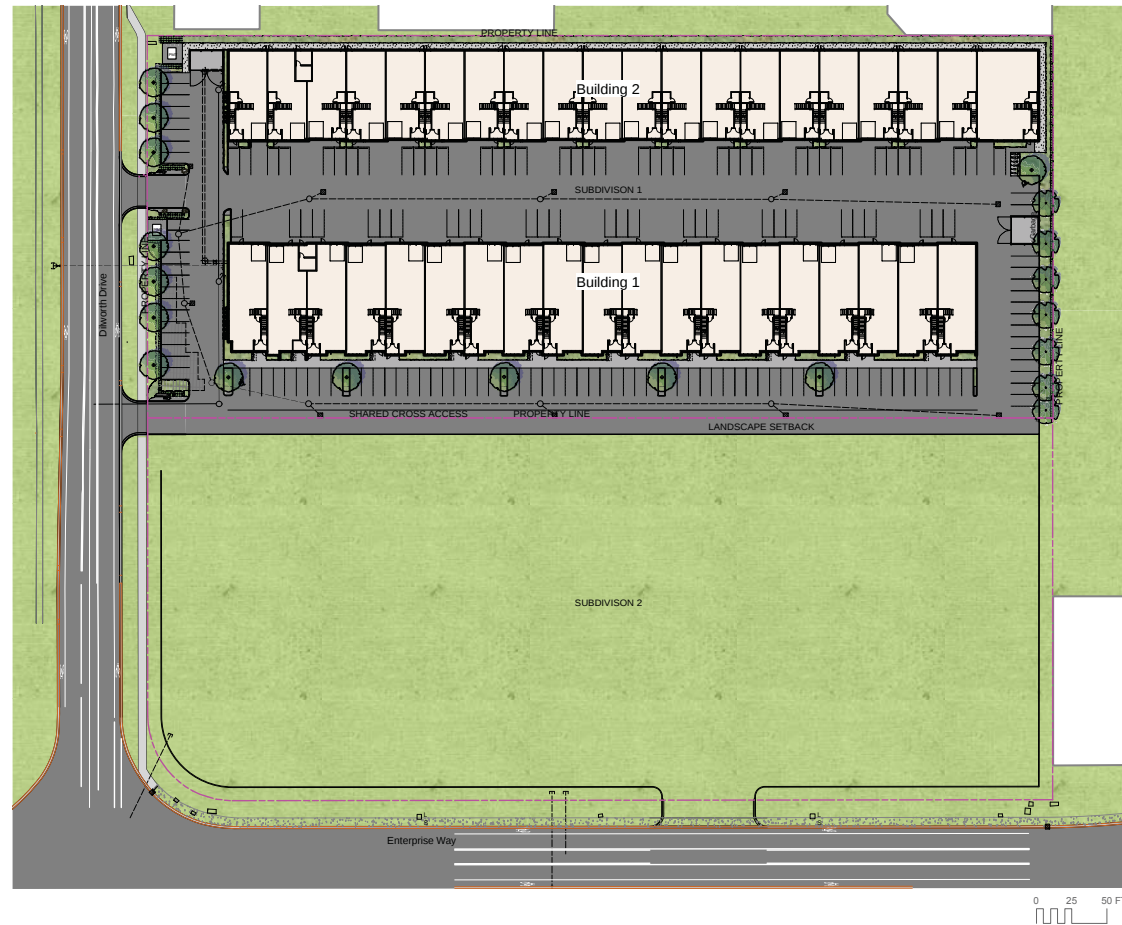
ALL PLANTING SHALL BE IN ACCORDANCE WITH BC LANDSCAPE STANDARD, LATEST EDITION.

THE CONTRACTOR IS RESPONSIBLE FOR DETERMINING THE EXISTENCE, LOCATION, AND ELEVATION OF ALL UTILITIES AND CONCEALED STRUCTURES, AND IS RESPONSIBLE FOR NOTIFYING THE APPROPRIATE COMPANY, DEPARTMENT OR PERSON(S) OF ITS INTENTION TO CARRY OUT ITS OPERATIONS.

CONNECT LANDSCAPE ARCHITECTURE INC. DOES NOT GUARANTEE THE EXISTENCE, LOCATION, AND ELEVATION OF UTILITIES OR CONCEALED STRUCTURES AT THE PROJECT SITE.

FINAL SPACING, SELECTION, TREE SPECIES TO THE SATISFACTION OF THE CITY OF KELOWNA.

ALL PUBLIC REALM DETAILS TO CITY OF KELOWNA STANDARDS




2	ISSUED FOR CLIENT REVIEW	17-06-08
1	ISSUED FOR CLIENT REVIEW	17-06-24

## REVISIONS

1655 Dilworth

Dilworth Drive and Enterprise Way  
Kelowna, British Columbia

Scale:	1:500
Drawn:	KD
Reviewed:	DS
Project No.	06-544

LANDSCAPE COVER PAGE  
AND CONTEXT PLAN

L1.0



CONNECT LANDSCAPE ARCHITECTURE INC. DOES NOT GUARANTEE THE EXISTENCE, LOCATION, AND ELEVATION OF UTILITIES AND / OR CONCEALED STRUCTURES AT THE PROJECT SITE.

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2 ISSUED FOR CLIENT REVIEW 17-06-08

1 ISSUED FOR CLIENT REVIEW 17-06-24

REVISIONS

1655 Dilworth

Dilworth Drive and Enterprise Way  
Kelowna, British Columbia

Scale: 1:200

Drawn: KD

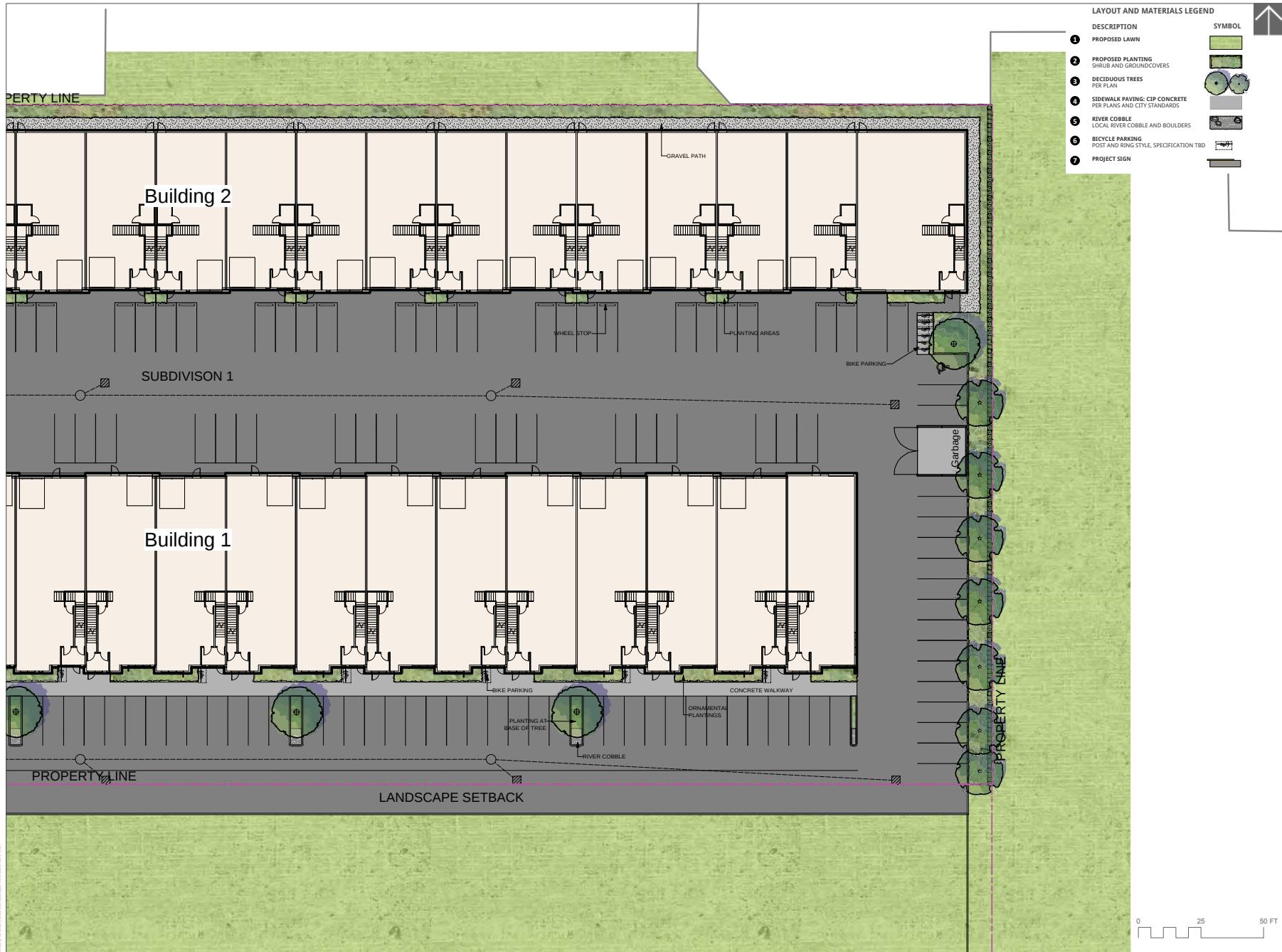
Reviewed: DS

Project No. 06-544

LANDSCAPE CONCEPT  
WEST SIDE

L1.1





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1 ISSUED FOR CLIENT REVIEW 17-06-24

REVISIONS

1655 Dilworth

Dilworth Drive and Enterprise Way  
Kelowna, British Columbia

Scale: 1:200

Drawn: KD

Reviewed: DS

Project No. 06-544

LANDSCAPE CONCEPT  
EAST SIDE

L1.2

## LANDSCAPE CHARACTER

•RUSTIC MATERIALS COMBINED WITH DROUGHT-TOLERANT PLANTS.

•ATTRACTIVE ORNAMENTAL GRASSES MIXED WITH NATIVE AND DROUGHT-TOLERANT SHRUBS AND PERENNIALS

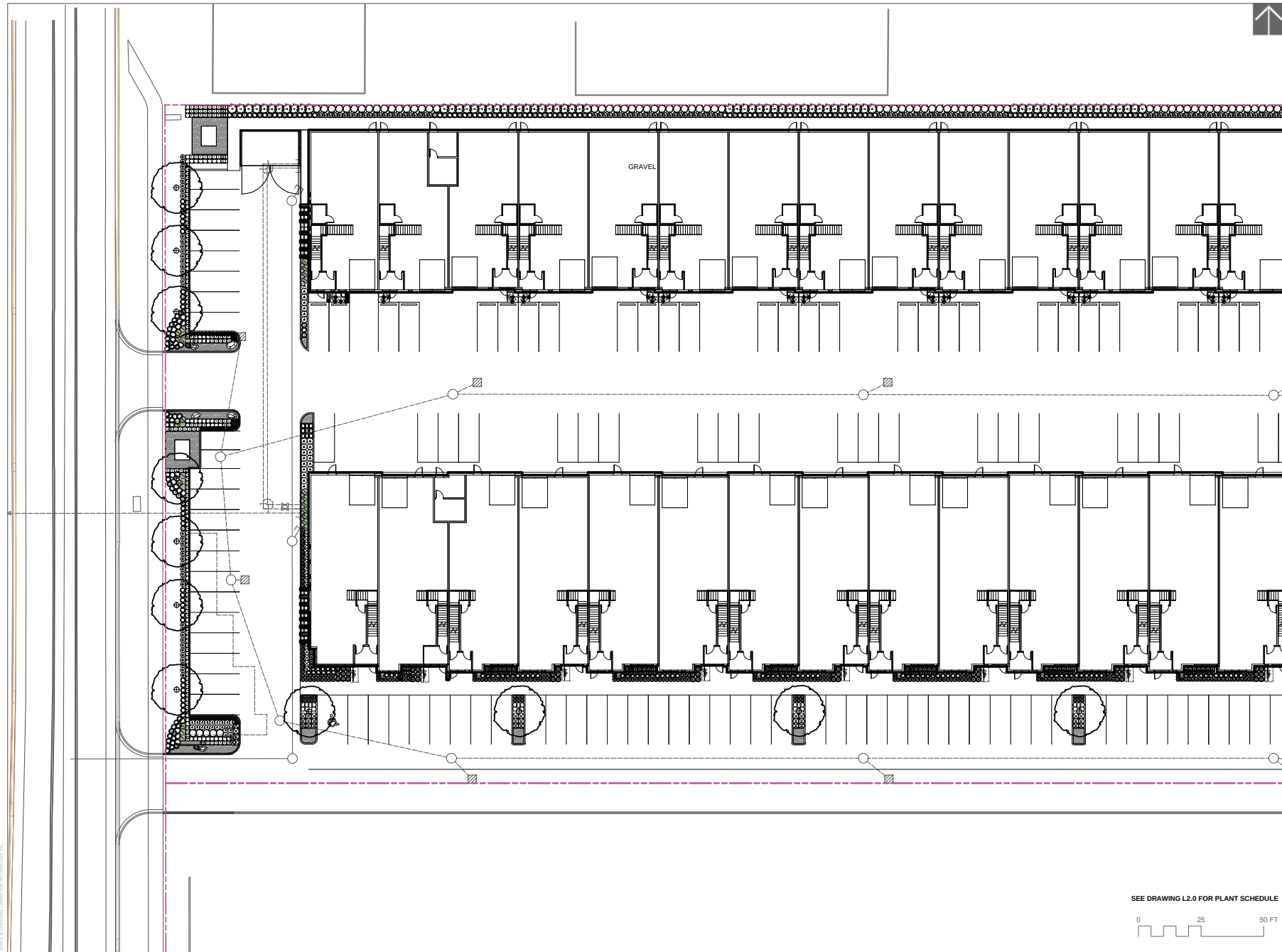
•LOCAL MATERIALS, RIVER COBBLE, BOULDERS

•WEATHERED (CORTEN) STEEL BICYCLE RACKS



## PLANT SCHEDULE

KEY	QTY	BOTANICAL NAME	COMMON NAME	SIZE	SPACING	SUN EXP.
<b>Trees</b>						
	14	<i>Robinia pseudoacacia</i> 'Frisia'	Golden Locust	7cm cal. 1.8m std. Full braching B&B	As Shown	○●
	8	<i>Fraxinus pennsylvanica</i> 'Prairie Spire'	Prairie Spire Ash	7cm cal. 1.8m std. Full braching B&B	As Shown	○●
<b>Shrubs</b>						
	23	<i>Artemisia tridentata</i>	Mountain Sage	#2 pot	@600mm O.C.	○
	178	<i>Berberis 'Ruby Glow'</i>	Dwarf Red Barberry	#3 pot	@600mm O.C.	○
	146	<i>Clethra alnifolia</i>	Sweet Pepper Bush	#2 pot	@900mm O.C.	○●●
	75	<i>Cornus sericea 'Arctic Fire'</i>	Dwarf Dogwood	#2 pot	@750mm O.C.	○●
	60	<i>Cotoneaster dammeri</i>	Little Leaf Cotoneaster	#2 pot	@600mm O.C.	○●
	207	<i>Ericameria nauseosus</i>	Rabbit Bush	#2 pot	@600mm O.C.	○●
	331	<i>Picea abies 'Nidiformus'</i>	Bird's Nest Spruce	#2 pot	@600mm O.C.	○●
	124	<i>Rhus aromatica 'Gro-Low'</i>	Gro'Low Sumac	#2 pot	@750mm O.C.	○●
	96	<i>Ribes alpinum</i>	Alpine Flowering Current	#3 pot	@900mm O.C.	○●
	221	<i>Symphoricarpos albus</i>	Snowberry	#3 pot	@600mm O.C.	○●
	384	<i>Taxus X Media 'Hicksii'</i>	Hick's Yew	1.2m High, B&B	@600mm O.C.	○●●
<b>Ornamental Grasses</b>						
	65	<i>Calamagrostis x Acutiflora</i> 'Karl Foerster'	Feather Reed Grass	#2 pot	@750mm O.C.	○●
	73	<i>Pennisetum alopecuroides</i>	Dwarf Fountain Grass	#2 pot	@750mm O.C.	○●
	46	<i>Sporobolus heterolepis</i>	Prairie Dropseed	#2 pot	@450mm O.C.	○
<b>Perennials</b>						
	71	<i>Achillea millefolium</i>	Yarrow	10cm pot	@450mm O.C.	○
	86	<i>Echinacea purpurea</i>	Purple Cone Flower	#1 pot	@600mm O.C.	○●
	43	<i>Rudbeckia triloba</i>	Browneyed Susan	#1 pot	@600mm O.C.	○
	311	<i>Salvia nemerosa 'Caradonna'</i>	Midnight Salvia	10cm pot	@450mm O.C.	○



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2	ISSUED FOR CLIENT REVIEW	17-06-08
1	ISSUED FOR CLIENT REVIEW	17-05-24
REVISIONS		

1655 Dilworth

Dilworth Drive and Enterprise Way  
Kelowna, British Columbia

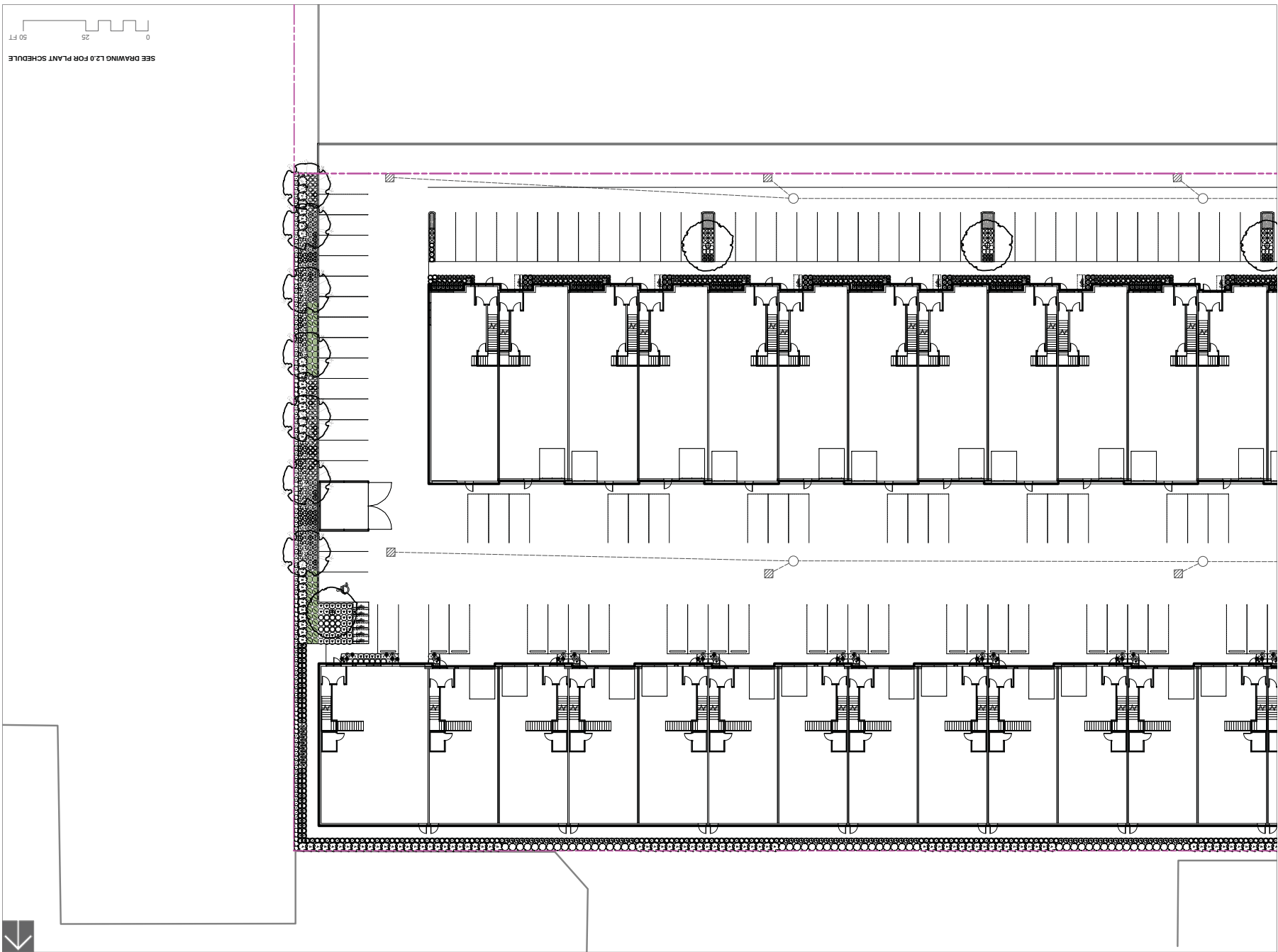
Scale:	1:200
Drawn:	KD
Reviewed:	DS
Project No.	06-544

LANDSCAPE PLANTING  
PLAN - WEST

SEE DRAWING L2.0 FOR PLANT SCHEDULE







0 25 50 FT

SEE DRAWING L2.0 FOR PLANT SCHEDULE

L1.2

LANDSCAPE PLANTING  
PLAN - EAST  
Project No. 06-544  
Reviewed: DS  
Drawn: KD  
Scale: 1:200

Dilworth Drive and Enterprise Way  
Kelowna, British Columbia

1655 Dilworth

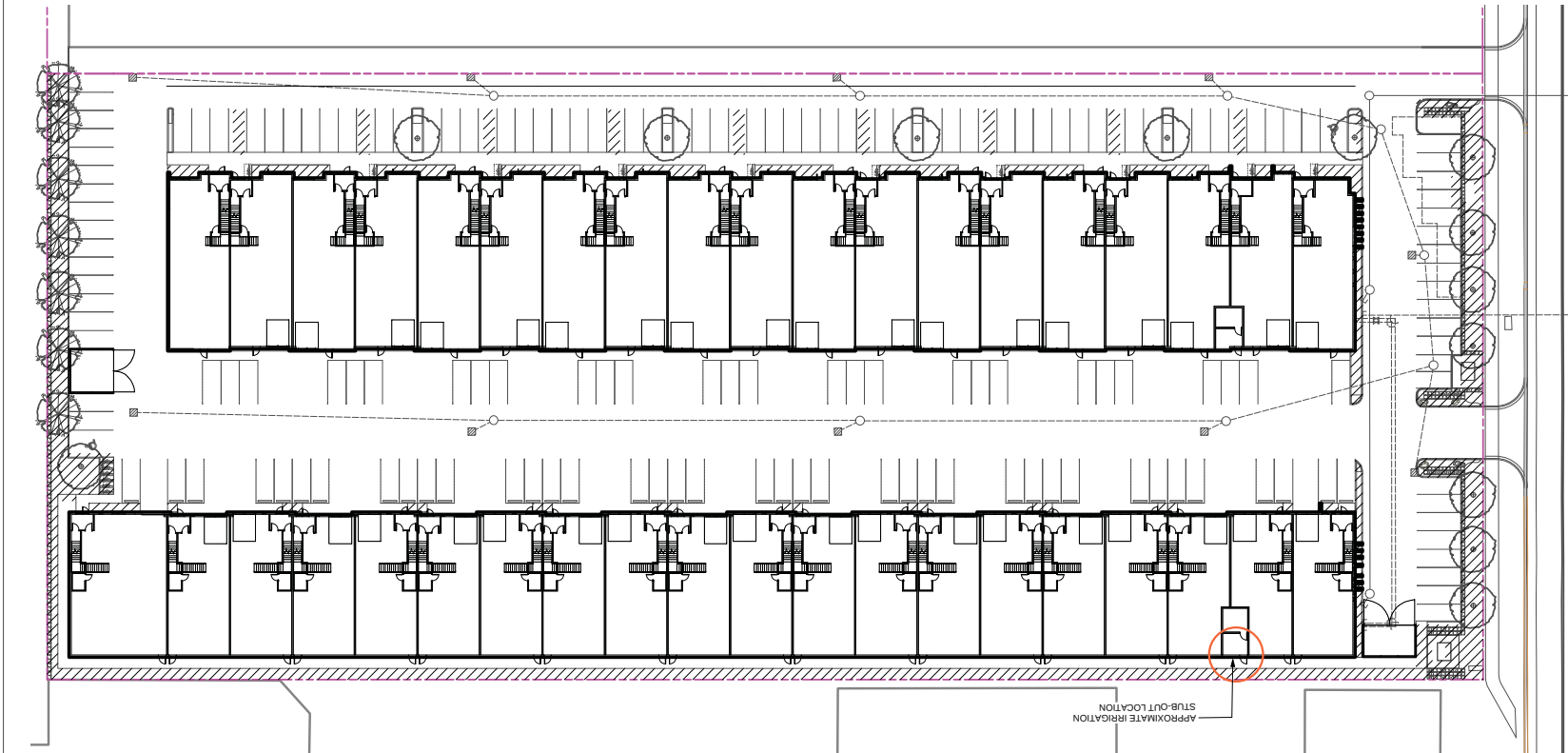
property re-imagined™  
pcurban

REVISIONS

- 1 ISSUED FOR CLIENT REVIEW 17-06-24
- 2 ISSUED FOR CLIENT REVIEW 17-06-08

THE CONTRACTOR IS RESPONSIBLE FOR  
DETERMINING THE EXISTENCE, LOCATION AND  
ELEVATION OF ALL UTILITIES AND/OR  
CONCEALED STRUCTURES, AND IS RESPONSIBLE  
FOR NOTIFYING THE APPROPRIATE COMPANY,  
DEPARTMENT OR PERSON(S) OF ITS INTENTION  
TO CARRY OUT ITS OPERATIONS.

connect LANDSCAPE ARCHITECTURE



- DESIGN - BUILD IRRIGATION NOTES**
1. LANDSCAPE CONTRACTOR TO PROVIDE COMPLETE DESIGN-BUILD SERVICES FOR ALL AUTOMATIC SITE IRRIGATION WORKS.
  2. IRRIGATION CONTRACTOR PERFORMING THE WORK MUST HAVE MINIMUM (5) FIVE YEARS DOCUMENTED EXPERIENCE, A MEMBER IN GOOD STANDING OF THE IABC (IRRIGATION AND BUILDING ASSOCIATION OF BC).
  3. IRRIGATION TO CONFORM TO ALL LOCAL PLUMBING AND ELECTRICAL CODE REQUIREMENTS. CONTRACTOR IS RESPONSIBLE FOR COORDINATION WITH MECHANICAL AND ELECTRICAL CONSULTANTS AND TRADES.
  4. IRRIGATION TO CONFORM TO ALL IABC STANDARDS WITH THE FOLLOWING EXCEPTIONS:
    - a. MATERIALS SECTION 88: ALL PIPE TO BE MINIMUM CLASS 200
    - b. MATERIALS SECTION 90: NO WIRE SMALLER THAN 14 GAUGE DIRECT BURIAL
  5. COORDINATE WITH CIVIL CONTRACTOR TO PROVIDE PVC SLEEVING WHERE REQUIRED.
  6. IRRIGATION STUB-OUTS AND HOSE BIBS PER MECHANICAL PLANS.
  7. PROVIDE SHOP DRAWINGS FOR IRRIGATION LAYOUT TO CONSULTANT FOR REVIEW AND APPROVAL PRIOR TO FABRICATION AND INSTALLATION. INCLUDE SLEEVING, DRAIN LINE, PIPE SIZE, VALVE BOXES, ETC., AND ALL IRRIGATION COMPONENT SPECIFICATIONS. VALVE BOXES TO BE LOCATED IN LOW-VISIBLE, PLANTED AREAS ONLY AND LOCATIONS TO BE APPROVED.
  8. HIGH EFFICIENCY IRRIGATION TECHNOLOGY TO BE EMPLOYED INCLUDING, BUT ARE NOT LIMITED TO: CENTRAL SHUT-OFF VALVE, HIGH EFFICIENCY Drip IRRIGATION LINES, AND NOTION SENSOR/VALVE DELAY CONTROLLER.
  9. TEST SYSTEM PRIOR TO COMPLETION OF LANDSCAPE WORKS TO ENSURE NO LEAKAGE AND SPECIFIED PSI IS MET. PROVIDE WRITTEN NOTICE THAT PRESSURE TESTING HAS MET STANDARDS (LEAKS SHALL NOT BE REPAIRED BY PATCHING).
  10. PROVIDE COVERAGE AND CONTROLLER TEST WHEN SYSTEM IS COMPLETE AND MAKE ADJUSTMENTS AS REQUIRED.
  11. PROVIDE AS-BUILT RECORD DRAWINGS TO SCALE SHOWING LOCATIONS OF ALL CONCEALED COMPONENTS, PIPING, SYSTEM AND CONDUIT.
  12. MAINTAIN AND OPERATE IRRIGATION PER MANUFACTURER'S RECOMMENDATIONS THROUGHOUT WARRANTY PERIOD - WINTERIZE AS REQUIRED.
  13. PROVIDE (3) COPIES OF INSTRUCTIONS FOR OPERATION AND MAINTENANCE OF SYSTEM AND CONTROLS, SEASONAL ACTIVITY AND SHUT-DOWN AND MANUFACTURER'S PARTS CATALOGUE.
  14. INSTRUCT OWNER'S PERSONNEL IN THE OPERATION AND MAINTENANCE OF SYSTEM, INCLUDING ADJUSTING OF SPRINKLER HEADS, USE OPERATION AND MAINTENANCE MATERIAL AS BASIS FOR DEMONSTRATION.

Scale: 1:300  
Drawn: KD  
Reviewed: DS  
Project No. 06-544

LANDSCAPE IRRIGATION  
DESIGN / BUILD

1655 Dilworth  
Kelowna, British Columbia  
Dilworth Drive and Enterprise Way

REVISIONS	
1	ISSUED FOR CLIENT REVIEW 17-06-18
2	ISSUED FOR CLIENT REVIEW 17-06-24

CONNECT LANDSCAPE ARCHITECTURE INC. DOES NOT GUARANTEE THE EXISTENCE, LOCATION, AND ELEVATION OF UTILITIES AND / OR CONCEALED STRUCTURES AT THE PROJECT SITE. THE CONTRACTOR IS RESPONSIBLE FOR DETERMINING THE EXISTENCE, LOCATION, AND ELEVATION OF ALL UTILITIES AND / OR CONCEALED STRUCTURES, AND IS RESPONSIBLE FOR NOTIFYING THE APPROPRIATE COMPANY, DEPARTMENT OR PERSONS OF ITS INTENTION TO CARRY OUT ITS OPERATIONS.



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**CITY OF KELOWNA**  
**BYLAW NO. 11493**  
**Z17-0055 – 1655 Dilworth Drive**

---

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

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

1. THAT City of Kelowna Zoning Bylaw No. 8000 be amended by changing the zoning classification of portions of Lot 1, District Lots 127 and 531, ODYD, Plan EPP67320 located on Dilworth Drive, Kelowna, B.C., from the I3 – Heavy Industrial 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 time by the Municipal Council this

Considered at a Public Hearing on the

Read a second and third time by the Municipal Council this

Approved under the Transportation Act this

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(Approving Officer – Ministry of Transportation)

Adopted by the Municipal Council of the City of Kelowna this

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Mayor

---

City Clerk

**CITY OF KELOWNA**  
**BYLAW NO. 11372**  
**Z17-0002 – 289-291 Valley Road**

---

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

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

1. THAT City of Kelowna Zoning Bylaw No. 8000 be amended by changing the zoning classification of Lot A, Sections 4, Township 23 and Section 33 ODYD, Plan EPP16971 located on Valley Road, Kelowna, B.C., from the A1 – Agriculture 1 zone to the P5 – Municipal District Park zone.
2. This bylaw shall come into full force and effect and is binding on all persons as and from the date of adoption.

Read a first time by the Municipal Council this 20<sup>th</sup> day of March, 2017.

Considered at a Public Hearing on the 4<sup>th</sup> day of April, 2017.

Read a second and third time by the Municipal Council this 4<sup>th</sup> day of April, 2017.

Adopted by the Municipal Council of the City of Kelowna this

---

Mayor

---

City Clerk

# CITY OF KELOWNA

## BYLAW NO. 11474

### **Amendment No. 1 to Housing Agreement Authorization Bylaw No. 10624 2149, 2159, 2169, 2179 and 2189 Pandosy Street**

---

WHEREAS pursuant to Section 483 of the Local Government Act, a local government may, by bylaw, enter into a housing agreement;

AND WHEREAS pursuant to Section 483 (4) of the Local Government Act, a local government may, by bylaw, amend a Housing Agreement with the consent of the owner;

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

1. THAT the Municipal Council hereby authorizes amendments to the City of Kelowna Housing Agreement for the lands known as Lot 2, DL 14, ODYD, Plan 5973; Lot 1, DL 14, ODYD, Plan 5973; Lot 3, DL 14, ODYD, Plan 3216; Lot 2, DL 14, ODYD, Plan 3216; Lot 1, DL 14, ODYD, Plan 3216 located on 2149, 2159, 2169, 2179 and 2189 Pandosy Avenue, Kelowna, B.C., by deleting Schedule A attached to Bylaw No. 10624 and replacing it with a true copy of the new Schedule A which is attached to and forms part of this bylaw.
2. The Mayor and City Clerk are hereby authorized to execute the attached agreement as well as any conveyances, deeds, receipts or other documents in connection with the attached agreement.
3. This bylaw may be cited for all purposes as "Bylaw No. 11474 being Amendment No. 1 to Housing Agreement Bylaw No. 10624".
4. This bylaw shall come into full force and effect and is binding on all persons as and from the date of adoption.

Read a first, second and third time by the Municipal Council this 18<sup>th</sup> day of September, 2017.

Adopted by the Municipal Council of the City of Kelowna this

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Mayor

---

City Clerk



**AFFORDABLE RENTAL HOUSING AMENDING AGREEMENT**

**THIS AGREEMENT** made effective as of the 10th day of May, 2017

**BETWEEN:**

**Pandosy Street Developments Ltd.,**  
a British Columbia company, with an address at  
1524 Woodridge Road, Kelowna, B.C., V1W 3B4  
(the "Owner")

**AND:**

**City of Kelowna**, a local government incorporated  
pursuant to the Community Charter and having its  
offices at 1435 Water Street, Kelowna, B.C., V1Y  
1J4  
(the "City")

**RECITALS:**

- A. John Marrington, Alana Marrington, John Balla (together, the "Prior Owner"), and the City entered into an Affordable Rental Housing Agreement (the "Housing Agreement"), dated as of October 19, 2011, with respect to the following lands:  
  
2149 Pandosy Street Lot 1, DL 14, ODYD, Plan 3216;  
2159 Pandosy Street Lot 2, DL 14, ODYD, Plan 3216;  
2169 Pandosy Street Lot 3, DL 14, ODYD, Plan 3216;  
2179 Pandosy Street Lot 1, DL 14, ODYD, Plan 5973;  
2189 Pandosy Street Lot 2, DL 14, ODYD, Plan 5973;  
  
(the "Prior Lands");
- B. The Prior Owner applied to the City for rezoning of the Prior Lands, and the Prior Lands were rezoned to permit construction of forty-three (43) residential units, whereby forty (40) of those residential units may be stratified and sold;
- C. The Owner is the successor in interest to the Prior Owner;
- D. The Prior Lands have been consolidated into one parcel, legally known and described as Lot A, DL 14, ODYD, Plan EPP27000 (PID: 029-607-132) (the "Lands");
- E. The Owner and the City have agreed to amend the Housing Agreement on the terms and conditions contained herein.

**NOW THEREFORE** in consideration of the mutual covenants and agreements hereinafter contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, the parties hereto covenant and agree as follows:

**1. Definitions**

Capitalized words and expressions used in this Agreement that are defined in the Housing Agreement and not otherwise defined in this Amending Agreement shall have the meanings given to them in the Housing Agreement.

"Lands" or "Land" in the Housing Agreement shall mean the Lands, as defined herein.

**2. Amendments**

The Housing Agreement is hereby amended as follows:

- (a) Section 3.0 is deleted and replaced with the following:

"Purchaser Qualifications – The City and the Owner agree as follows:

(a) the Owner must not sell or transfer, or agree to sell or transfer, any interest in any Affordable Rental Unit other than a full interest in the fee simple title to an agency or individual that will continue to ensure that the identified Affordable Rental Unit(s) are available in accordance with this Agreement."

- (b) Section 5.5 is deleted and replaced with the following:

"Agreement Runs With the Land – Every obligation and covenant of the Owner in this Agreement constitutes both a contractual obligation and a covenant granted by the Owner to the City in respect of the Lands and this Agreement burdens the Land and runs with it and binds the Owner's successors in title, provided that upon the subdivision or stratification of the Lands to create dwelling units, the City and the Owner shall remove any legal notation or charge reflecting this Agreement from title to all dwelling units and properties which are not designated as Affordable Rental Units."

**3. Miscellaneous**

- (a) The City covenants that it has the power, capacity and authority to enter into this Amending Agreement and to carry out its obligations hereunder, all of which have been authorized by the necessary proceedings.
- (b) This Amending Agreement shall be read together with the Housing Agreement and the parties confirm that, except as specifically modified herein, all covenants and conditions in the Housing Agreement remain unchanged, unmodified and in full force and effect.
- (c) The parties agree, from time to time, to do or cause to be done all such things, and shall execute and deliver all such documents, agreements and instruments reasonably

Affordable Rental Housing Amending Agreement

3

requested by another party, as may be necessary or desirable to complete the amendments contemplated by this Amending Agreement and to carry out its provisions and intention. Further, the Owner or the City may file or cause to be filed a notice of this Amending Agreement in the applicable Land Title Office, as a legal notation against the Lands.

- (d) This Amending Agreement shall enure to the benefit of and be binding upon the parties and their legal representatives, heirs, executors, administrators, successors and permitted assigns, as the case may be.
- (e) This Amending Agreement shall be interpreted and governed by the laws of the Province of British Columbia and the laws of Canada applicable therein.
- (f) This Amending Agreement may be executed in counterparts each of which shall be deemed to be an original and both of which together shall constitute one and the same instrument. A counterpart signed by a party hereto and transmitted by facsimile or other form of electronic transmission shall have the same effect as a counterpart originally signed by such party.

(signature page follows)



## Bylaw No. 11474 - Schedule "A"


## Affordable Rental Housing Amending Agreement

4

IN WITNESS WHEREOF the parties hereunto have executed this Agreement on the date and year first above written.

**PANDOSY STREET DEVELOPMENTS LTD.**

Per:

  
Authorized Signatory

SIGNED, SEALED AND DELIVERED  
in the presence of:

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Occupation: \_\_\_\_\_

[illegible]

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

**Mayor**

**City Clerk**

# Report to Council



**Date:** October 2, 2017  
**File:** 1405-01  
**To:** City Manager  
**From:** Matt Friesen, Financial Analyst  
**Subject:** Transit Service Agreement

---

## **Recommendation:**

THAT Council approve the Transit Service Agreement between BC Transit and City of Kelowna;

AND THAT the Mayor and City Clerk be authorized to execute the Transit Service Agreement between BC Transit and the City of Kelowna

## **Purpose:**

To receive Council approval for the Transit Service Agreement and receive Council authorization to sign the Transit Service Agreement.

## **Background:**

In 2014 Council approved and executed the Master Operating Agreement (MOA) between the City of Kelowna (Municipality), BC Transit (Authority) and FirstCanada ULC (Operator) which outlined the responsibilities of each for the Kelowna Regional Transit System. This was effective from June 1, 2014 to March 31, 2023.

In response to recommendations by a provincially commissioned independent review panel, a new Transit Service Agreement (TSA) will serve as the principal overarching agreement, replacing the MOA.

The TSA outlines the responsibilities of the City of Kelowna and BC Transit for the Kelowna Regional Transit System. The TSA removes the portion related to the Operator, providing clarity that BC Transit has a transit service agreement with the City of Kelowna and a separate agreement with an operating company (FirstCanada ULC) to deliver the service.

The TSA replaces and integrates relevant language from the previous MOA and requires annual execution by council.

As detailed in the Transit Service Agreement, some of the Municipalities' main responsibilities include:

- Participating in the development of, and where in agreement, approving plans and amendments to the Kelowna Regional Transit System within their jurisdiction
- Infrastructure and strategic planning
- Establishing necessary traffic control bylaws and transit priority measures on their streets.

This includes:

- Supply and maintenance of bus stop/shelter amenities
- Signage
- Fare rates and management
- Paying Authority for transit costs
- Supporting the sustainability of the Kelowna Regional Transit System

On behalf of the local government partners, the City of Kelowna is specifically responsible for administration of:

- Revenue and Cost Analysis
- Revenue Reporting
- Inventory distribution to outlets (i.e. Bus passes, tickets, etc.)
- Revenue/Cost sharing structure

As detailed in the Transit Service Agreement, some of BC Transit's main responsibilities include:

- Administering and managing the operating company's overall delivery of transit services
- Developing policies and procedures for the delivery of the transit services
- Instituting marketing programs for transit service
- Service planning, preparing and implementing the transit services
- Determining need and providing vehicles and equipment to the operating company
- Providing reporting to the Municipality on actual and budgeted costs as well as performance summaries on an annual basis

**Legal/Statutory Authority:**

A Transit Service Agreement is required to authorize transit services within the transit service area.

**Considerations not applicable to this report:**

**Financial/Budgetary Considerations:**

**Legal/Statutory Procedural Requirements:**

**Existing Policy:**

**Personnel Implications:**

**External Agency/Public Comments:**

**Communications Comments:**

**Alternate Recommendation:**

Submitted by:

M. Friesen, Financial Analyst

Approved for inclusion:



**Genelle Davidson**, *Divisional Director, Financial Services*





# Transit Service Agreement



# Transit Service Agreement

## Background:

- ▶ In 2014, Council approved Master Operating Agreement
- ▶ Outlined responsibilities of:
  - ▶ City of Kelowna (Municipality)
  - ▶ BC Transit (Authority)
  - ▶ FirstCanada ULC (Operator)
- ▶ Effective June 1, 2014 to March 31, 2023

# Transit Service Agreement

## Provincially commissioned review panel recommendation:

- ▶ New “Transit Service Agreement”
  - ▶ Replaces “Master Operating Agreement”
  - ▶ Outlines responsibilities of:
    - ▶ City of Kelowna (Municipality)
    - ▶ BC Transit (Authority)
  - ▶ Does not include language referencing the Operator



# Transit Service Agreement

## Provincially commissioned review panel recommendation:

- ▶ Provides clarity
  - ▶ BC Transit has an agreement with City of Kelowna
  - ▶ BC Transit has a separate agreement with the operating company
- ▶ Integrated relevant language from Master Operating Agreement
- ▶ Requires annual execution by Council

# Transit Service Agreement

## Municipalities' responsibilities:

- ▶ Public passenger transportation system development
- ▶ Infrastructure & strategic planning
- ▶ Traffic control bylaws
- ▶ Fare rates & management
- ▶ Payments to Authority
- ▶ Sustainability

# Transit Service Agreement

## Responsibilities specific to City of Kelowna:

- ▶ Revenue and cost analysis
- ▶ Revenue reporting
- ▶ Inventory distribution to outlets
- ▶ Revenue/cost sharing structure



# Transit Service Agreement

## BC Transit Authority responsibilities:

- ▶ Managing accountability of operating company
- ▶ Developing policies and procedures
- ▶ Service planning, preparing and implementing
- ▶ Providing vehicles and equipment
- ▶ Financial reporting

# Transit Service Agreement

## Conclusion:

- ▶ Transit Service Agreement
  - ▶ Replaces Master Operating Agreement
  - ▶ Removes the portion related to the Operator
  - ▶ Provides clarity
    - ▶ BC Transit has an agreement with City of Kelowna
    - ▶ BC Transit has a separate agreement with the operating company



*Questions?*



**KELOWNA REGIONAL  
TRANSIT SERVICE AGREEMENT**

**between**

**THE CITY OF KELOWNA**

**and**

**BRITISH COLUMBIA TRANSIT**

**Effective**

**April 1, 2017**

**INFORMATION CONTAINED IN THIS AGREEMENT IS SUBJECT TO THE FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT. CONSULT WITH THE AUTHORITY PRIOR TO RELEASING INFORMATION TO INDIVIDUALS OR COMPANIES OTHER THAN THOSE WHO ARE PARTY TO THIS AGREEMENT.**

## **TRANSIT SERVICE AGREEMENT**

BETWEEN:

**THE CITY OF KELOWNA**

(the "Municipality")

AND:

**BRITISH COLUMBIA TRANSIT**

(the "Authority")

WHEREAS the Authority has, at the request of the Municipality, established the Transit Service Area described in this agreement pursuant to the *British Columbia Transit Act*,

WHEREAS the Authority is authorized to contract for transit services for the purpose of providing and maintaining those services and facilities necessary for the establishment, maintenance and operation of a public passenger transportation system in the Transit Service Area;

WHEREAS the Municipality is authorized to enter into one or more agreements with the Authority for transit services in the Transit Service Area; and

WHEREAS the Municipality and the Authority wish to define their respective rights and responsibilities with respect to the provision of transit services in the Transit Service Area.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises and of the covenants hereinafter contained, the parties covenant and agree with each other as follows:

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## **SECTION 1: DEFINITIONS**

The Definitions that shall apply to this Agreement as approved pursuant to the *BC Transit Act* and Regulations are defined in Schedule "A" and, unless the context clearly indicates to the contrary, any words defined in the singular shall include the plural and vice versa.

## **SECTION 2: INCORPORATION OF SCHEDULES**

The parties agree that the attached schedules form part of this agreement and are binding on the parties.

## **SECTION 3: ANNUAL OPERATING AGREEMENT**

The Municipality and the Authority shall enter into an Annual Operating Agreement prescribed by regulation made pursuant to the British Columbia Transit Act.

## **SECTION 4: INCORPORATION OF ANNUAL OPERATING AGREEMENT**

Upon execution, this Transit Service Agreement shall be deemed integrated into the Annual Operating Agreement and thereafter the Transit Service Agreement and Annual Operating Agreement shall be read together as a single integrated document and shall be deemed to be the Annual Operating Agreement for the purposes of the British Columbia Transit Act, as amended from time to time.

## **SECTION 5: TRANSIT SERVICE AREA**

For the purposes of this agreement, the "Transit Service Area" is defined as the area comprised within the boundaries shown in Schedule "B" to be known as the Kelowna Regional Transit Service Area.

## **SECTION 6: TERM AND TERMINATION**

The parties agree that the effective date of this agreement is to be April 1, 2017, whether or not the agreements have been fully executed by the necessary parties. Once this agreement and the associated Annual Operating Agreement are duly executed, this agreement will replace all provisions in the existing Transit Service Agreement and Master Operating Agreement with respect to the rights and obligations as between the Authority and the Municipality.

Upon commencement of this agreement it shall remain in full force and effect unless and until terminated in accordance with the provisions of this Agreement. Either party may terminate this agreement as follows:

- a) Cancellation by the Authority: In the event that the Authority decides to terminate this Agreement for any reason whatsoever, the Authority shall provide at least one hundred and eighty (180) days prior written notice. Such notice to be provided in accordance with Section 18.
- b) Cancellation by the Municipality: In the event that the Municipality decides to terminate this Transit Service Agreement for any reason whatsoever, and by extension the Annual Operating Agreement, the Municipality shall provide at least one hundred and eighty (180) days prior written notice. Such notice to be provided in accordance with Section 18.



## SECTION 7: MUNICIPAL RESPONSIBILITIES

In accordance with the terms and provisions of this Agreement, and the *British Columbia Transit Act*, and regulations made pursuant to the Act, the Municipality shall be responsible for:

- a) Participating in the development of, and where in agreement approving, plans and amendments to the Public Passenger Transportation System including:
  - i. Determining service goals, levels and objectives for the Public Passenger Transportation System;
  - ii. Establishing service performance standards and guidelines for the System;
  - iii. Approving transit service plans and, where feasible, incorporating these plans into Official Community Plans and transportation plans for the Municipality;
  - iv. Approving bus routes;
  - v. Approving the Service Specifications prepared by the Authority consistent with operating and capital budgets set by the Authority; and
  - vi. Approving, after prior consultation with the Authority, requests for Special Transit Services in accordance with the policies and procedures developed by the Authority and the contingency budget provisions or as otherwise agreed to by parties for the payment of the Special Transit Services.
- b) Bus stops, shelters and related amenities including:
  - i. Approving, installing and maintaining bus stops, shelters and related amenities. The purchasing of materials, installation and maintenance of stops and shelters and related costs are the responsibility of the Municipality except in instances where the Authority has, by a separate written agreement entered into with the Municipality, agreed to share the costs according to the terms of that agreement;
  - ii. Identifying bus stops or shelters with signs and decals provided by the Authority and consistent with the Authority's brand standards; and
- c) Notifying the Operating Company and the Authority at least 48 hours in advance of any scheduled or anticipated street closures or traffic disruptions affecting transit service; develop alternate routings in consultation with the Operating Company; and ensure that adequate signage is posted along affected portions of routes.
- d) Establishing necessary traffic control by-laws and transit priority measures on their streets;
- e) With respect to System Revenues:
  - i. In consultation with the Authority, establishing a tariff and Fares and prescribing the terms and conditions applicable to each Fare category and amending this Fare structure in whole or in part from time to time;
  - ii. Depositing system revenues received from the Operating Company.
  - iii. Submitting a completed "Report of Revenue" form, supplied by the Authority, within 10 working days of the end of each month showing all system revenues collected on a monthly basis.
- f) With respect to budgets and payment:
  - i. Approving annual budgets consistent with the Service Specification and the Authority's budgets;
  - ii. Paying the amounts owing to the Authority on a monthly basis as invoiced by BC Transit in accordance with the budget provided in the Annual Operating Agreement;
  - iii. Where requested by BC Transit, the Municipality shall determine its administration costs relative to its responsibilities. Payment for these costs shall not exceed 2% of the Direct Operating Costs provided in the budget provided in the Annual Operating Agreement;
- g) Supporting the sustainability of the Public Passenger Transportation System by:

- i. Taking into consideration the impacts on transit service effectiveness when making local land use decisions;
  - ii. Promoting the use of the Public Passenger Transportation System.
- h) Notifying the Operating Company and the Authority of any customer complaints or concerns received by the Municipality; and,
- i) The Municipality may negotiate and enter into Community Transit Partnership Agreements only with prior written approval from the Authority;
- j) The Municipality agrees that the Authority will be the primary spokesperson for transit operational issues relating to the Public Passenger Transportation System and will cooperate when necessary to ensure accurate and effective public communications.

## SECTION 8: AUTHORITY RESPONSIBILITIES

The Authority shall:

- a) Set the annual operating and capital budgets for all transit services in the Transit Service Area;
- b) Provide the personnel required to develop and implement transit service plans, fare tariffs and marketing programs for the Transit Service Area;
- c) Administer and manage the activities of the operating company with respect to the services provided under this agreement, including:
  - i. Conducting financial and service audits of the Public Passenger Transit System; and
  - ii. Monitor the Transit Services provided in the Transit Service Area and report and make recommendations to the Municipality with respect to the standards of service and performance of the public transportation systems
- d) Institute marketing programs for transit service in the Transit Service Area, including:
  - i. In consultation with the Municipality, providing public information, marketing and communications services consistent with the budget established in the Annual Operating Agreement and the Authority's branding standards to promote the Public Passenger Transportation System, and
  - ii. Ensuring that the Municipality's respective corporate graphic standards are met in local promotions and communications.
- e) In accordance with the terms and provisions of this Agreement, and the *British Columbia Transit Act* and relevant *Regulations*, the Authority shall be responsible for providing and directing the Shared Services Resources for managing the Operating Company's overall delivery of Transit Services including:
  - i. Establishing customer service practices and procedures; and
  - ii. Conducting any inspections and audits the Authority deems necessary of the Operating Company, Transit Services, Revenue Service Vehicles, Premises and other Physical Assets.
- f) Develop policies and procedures for the delivery of the Transit Services including:
  - i. Prescribing Registered User eligibility criteria and developing procedures and policies to be used by the Operating Company for the assessment and registration of Eligible Users for Custom Transit Services; and
  - ii. Developing procedures and policies for the delivery of Extra Services.
- g) Plan, prepare and implement the Transit Services including:
  - i. Providing Public Passenger Transportation System marketing in accordance with Section 8(d) of this agreement;
  - ii. Ensuring that the terms and conditions of the transit advertising agreement between the Authority and the advertising contract company are met, and

- that the designated revenues generated by this contract are credited to the Municipality;
- iii. Negotiating the terms of the Provincial BC Bus Pass and ensuring that the designated revenue is credited to the Municipality;
  - iv. Providing to the Municipality on a periodic basis reports which will specify:
    - 1) The actual costs of service compared to the budgeted costs specified in the Annual Operating Agreement;
    - 2) The revenue accrued to date, including farebox and other transit revenue (obtained from the Municipality or credited to the Municipality) compared to the budgeted revenue amount; and
    - 3) The annual performance summary of the service compared to the service standards established by the Municipality as outlined in Schedule "C".
  - h) Determining and providing the Revenue Service Vehicles, Premises and other Physical Assets required by the Operating Company for the provision of the Transit Services pursuant to lease or license agreements with the Authority and monitor the use, maintenance and conditions of such Revenue Service Vehicles, Premises and Physical Assets;
  - i) Provide to the Municipality full contact information for the Operating Company, so that the Municipality may fulfill all obligations under this agreement and/or the Annual Operating Agreement with respect to providing notice to the Operating Company;
  - j) Exercise its authority as primary spokesperson for transit operational issues relating to the Public Passenger Transportation System in a manner which does not interfere with the authority of the Municipality to communicate with the public with respect to local public transportation issues; and,
  - k) The Authority shall receive and review any and all proposals from the Municipality to enter into a Community Transit Partnership Agreement and, if acceptable to the Authority, provide its prior written approval of such Community Transit Partnership Agreement, such approval not to be unreasonable withheld by the Authority.

## **SECTION 9: FUNDING AGREEMENT**

The Municipality and the Authority agree to contribute their respective portion of the annual cost of the Public Passenger Transportation System as prescribed in the Annual Operating Agreement.

## **SECTION 10: CAPITAL AND OPERATING EXPENDITURES**

Nothing in this agreement shall be construed as committing the Authority or the Municipality to incur capital or operating expenditures for equipment, facilities or otherwise, within the Transit Service Area unless the same shall be contained within the approved budget of British Columbia Transit.

## **SECTION 11: FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT**

This Agreement and the parties hereto are subject to the provisions of the Freedom Of Information And Protection Of Privacy Act ("FOIPPA"). Any information developed in the performance of this Agreement, or any personal information obtained, collected, stored pursuant to this Agreement, including database information, shall be deemed confidential and subject to the provisions of the FOIPPA including the handling, storage, access and security of such information. Confidential information shall not be disclosed to any third party except as expressly permitted by the Authority or pursuant to the requirements of the FOIPPA.

**SECTION 12: AMENDMENT**

This agreement may only be amended in writing signed by the Municipality and the Authority and specifying the effective date of the amendment.

**SECTION 13: SETTLEMENT OF DISPUTES**

In the event of any dispute arising between or among the parties as to their respective rights and obligations under this Agreement, or in the event of a breach of this Agreement, the parties agree to use their best efforts to find resolution through a mediated settlement. However, in the event that mediation is not successful in finding a resolution satisfactory to all parties involved, any party shall be entitled to give to the other notice of such dispute and to request arbitration thereof; and the parties may, with respect to the particular matter then in dispute, agree to submit the same to a single arbitrator in accordance with the applicable statutes of the Province of British Columbia.

**SECTION 14: ENUREMENT**

This Agreement shall be binding upon and enure to the benefit of the parties hereto and their respective successors.

**SECTION 15: ASSIGNMENT**

This Agreement shall not be assignable without prior written consent of the parties.

**SECTION 16: GOVERNING LAW**

This Agreement is governed by and shall be construed in accordance with the laws of the Province of British Columbia, with respect to those matters within provincial jurisdiction, and in accordance with the laws of Canada with respect to those matters within the jurisdiction of the government of Canada.

**SECTION 17: COUNTERPARTS**

This contract and any amendment hereto may be executed in counterparts, each of which shall be deemed to be an original and all of which shall be considered to be one and the same contract. A signed facsimile or .pdf copy of this contract, or any amendment, shall be effective and valid proof of execution and delivery.



**SECTION 18: NOTICES AND COMMUNICATIONS**

All notices, claims and communications required or permitted to be given hereunder shall be in writing and shall be sufficiently given if personally delivered to a designated officer of the parties hereto to whom it is addressed or if mailed by prepaid registered mail to the Authority at:

**BRITISH COLUMBIA TRANSIT**

c/o President & CEO  
P.O. Box 610  
520 Gorge Road East  
Victoria, British Columbia V8W 2P3

and to the Municipality at:

**THE CITY OF KELOWNA**

c/o Transit and Programs Manager  
1435 Water Street  
Kelowna, BC V1Y 1J4

and, if so mailed, shall be deemed to have been received five (5) days following the date of such mailing.

IN WITNESS WHEREOF, the parties have hereunto set their hand this \_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_.

**THE CITY OF KELOWNA**

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**BRITISH COLUMBIA TRANSIT**

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PRESIDENT & CEO

---

CORPORATE SECRETARY

**SCHEDULE "A": DEFINITIONS**

- a) **"Annual Operating Agreement"** means the Annual Operating Agreement and all attached schedules negotiated and entered into on a periodic basis pursuant to the British Columbia Transit Act, between the parties hereto this Transit Service Agreement;
- b) **"Attendant"** means a person whose presence is essential to the Registered User to enable the Registered User to physically use the service and whose origin and destination are the same as the Registered User;
- c) **"Community Transit Partnership Agreement"** means a partnership agreement entered into by the Municipality and a third party pursuant to Section 7(i) and Section 8(k), whereby the third party agrees to pay a fee to the Municipality in order to fund certain services provided under the Service Specifications;
- d) **"Companion" or "Escort"** means a person who accompanies the Registered User but whose presence is not essential to the Registered User to physically use the service and whose origin and destination are the same as the Registered User;
- e) **"Conventional Transit Services"** shall mean services and facilities operated by or for a Public Passenger Transportation System to transport persons on specified fixed routes and schedules using public streets or thoroughfares, but does not include Custom Transit Services or Paratransit Services;
- f) **"Custom Transit Services"** shall mean services and facilities operated or provided by a Public Passenger Transportation System for on demand point to point transportation of any Registered User;
- g) **"Direct Operating Costs"** means the sum of the Fixed Costs and Variable Costs of service, maintenance and other costs of service, where:
  - i. **"Fixed Costs"** means items of cost that may be reasonably and conveniently identified with the overall service but which cannot be directly assigned to a unit of service such as hours or kilometres of service. Items of cost will exclude the cost of items which are normally capitalized but may include appropriate charges for depreciation of capital assets or the leasing of capital assets. The use of the term Fixed Costs does not mean that some items of cost included will not vary depending on service requirements;
  - ii. **"Variable Costs"** means items of cost which may be reasonably and conveniently identified and allocated to a specific unit of service such as hours or kilometres of service;
  - iii. **"Maintenance Costs"** means parts and materials, sublet and labour costs of a qualified licensed mechanic for the maintenance of the Revenue Service Vehicles, but shall not include costs associated with interior and exterior transit advertising signs and non-mechanical servicing of Revenue Service Vehicles such as fuelling, clearing fareboxes, cleaning and painting wheel rims, vehicle washing and other work performed by a serviceman; and,
  - iv. **"Other Costs"** shall include but not be limited to vehicle insurance costs, incurred by the Authority and Operating Company, contingency costs, taxi program costs (if applicable);
- h) **"Eligible User"** means any person who is deemed eligible to use Custom Transit Services as defined in Section 11 of the British Columbia Transit Act Regulations.
- i) **"Extra Service"** means Overloads or Special Transit Service;
- j) **"Fare"** means an entitlement to ride upon the services of the Public Passenger Transportation System;
- k) **"FOIPPA"** means the Freedom of Information and Protection of Privacy Act and Regulations (British Columbia);
- l) **"Operating Company"** means:

- i. the company or person contracted by the Authority to operate and manage the Public Passenger Transportation System within the Transit Service Area, or
  - ii. a person designated by the minister to contract with the Authority with respect to the operation by that person of a Public Passenger Transportation System in the Transit Service Area;
- m) **“Overloads”** means additional Revenue Service Vehicles operating on specified routes to cope with ridership demands which cannot be served by the regularly scheduled service;
- n) **“Paratransit Services”** shall mean services and facilities operated or provided by a Public Passenger Transportation System offering more flexible service than Conventional Transit Services. Paratransit Service is a blend of Conventional Transit Services and Custom Transit Services providing service to able bodied transit passengers as well as Registered Users using the same Revenue Service Vehicles that deviate periodically from their fixed route and fixed schedules to provide on demand point to point service;
- o) **“Physical Assets”** other than revenue service vehicles, means any land, buildings, equipment or other items of a material nature which for accounting purposes are considered to contribute to delivery of Transit Services for a period exceeding one fiscal year;
- p) **“Premises”** means the lands, buildings and equipment owned or leased by the Authority and used in the provision of the Public Passenger Transportation System;
- q) **“Public Passenger Transportation System”** means a public transit system as prescribed by the British Columbia Transit Act;
- r) **“Registered User”** means an Eligible User who has satisfied certification and registration requirements established by the Authority to allow them to use Custom Transit Services;
- s) **“Revenue Hours”, “Revenue Kilometres”** means those units of service that are actually offered to the public as reflected in the public timetable and set out in the Service Specification, including lay over time between trips;
- t) **“Service Specifications”** means a detailed description of the Public Passenger Transportation System;
- u) **“Shared Services Resources”** means the management, planning, financial, procurement, fleet and maintenance management, contract and performance management, marketing, environmental, safety, training and other services and resources provided by the Authority to support the Public Passenger Transportation System;
- v) **“Special Transit Service”** means infrequent and temporary service provided within the Transit Service Area for specific events or purposes beyond the Revenue Hours outlined in the Service Specifications. Special Transit Services will not exceed the boundaries of the ICBC coverage unless written permission is given in advance by the Municipality and the Authority;
- w) **“Statutory Holidays”** means New Year’s Day, Family Day, Good Friday, Victoria Day, Canada Day, B.C. Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day and Boxing Day and/or any other days that may be gazetted as being a holiday in and for the Province of British Columbia;
- x) **“System Revenues”** means the revenue of the Public Passenger Transportation System and includes revenue from farebox, revenue from sale of passes and tickets, revenue from advertising contracts and any other Fare related revenue accruing from the operation of the Public Passenger Transportation System pursuant to this Agreement;
- y) **“Taxi Saver”** means a custom transit program that provides a direct subsidy in the form of taxi saver coupons to Registered Users;



- z) **“Transit Services”** includes without limitation any activity related to the provision of the Public Passenger Transportation System, whether conducted directly or indirectly by the Operating Company or its agents, affiliates, subsidiaries, contractors or representatives, to operate, maintain, repair or store vehicles, equipment or infrastructure and conduct any related environmental and waste management measures and includes Conventional, Custom and Paratransit Transit Services;
- aa) **“Taxi Supplement”** A portion of Custom Transit Service in which the operating company dispatches taxis in the same shared-ride manner as regular custom transit vehicles in accordance with the Service Specifications; and,
- bb) **“Transit Service Area”** means the boundaries of the Transit Services as defined in Schedule “B” of this Agreement.

**SCHEDULE "B": TRANSIT SERVICE AREA**

The boundaries of the Transit Service Area shall be defined as follows:

The boundaries of the Kelowna Regional Transit Service Area shall be the municipal boundaries of the Corporation of the City of Kelowna in effect September 25, 1980, the corporate boundaries of the City of West Kelowna, the District of Peachland of the Regional District of Central Okanagan, the corporate boundaries of the District of Lake Country, and Central Okanagan West Electoral Area IR# 9 and IR# 10 and a portion Central Okanagan East Electoral Area (Ellison) only.

**SCHEDULE “C”: SERVICE STANDARDS**

The service standards established for the Kelowna Regional Transit System are to be reviewed, confirmed and incorporated into this schedule at a future date in accordance with Section 12 of this Agreement to satisfy the requirements of Section 8(g)iv(3).

# Report to Council



**Date:** October 2, 2017  
**Rim No.** 1405-01  
**To:** City Manager  
**From:** Jerry Dombowsky, Transit and Programs Manager  
**Subject:** Project Budget Transfer Requests - Rapid Bus and Transit Exchanges

---

## **Recommendation:**

THAT Council receive, for information, the report from the Transit and Programs Manager, dated October 2, 2017 regarding the Project Budget Transfer Requests - Rapid Bus and Transit Exchanges;

AND THAT Council approve the funding transfer from the Rapid Bus Transit Stations Land project to the Rutland Transit Phase 2 project;

AND THAT Council approve the proposed Regionally Significant Gas Tax federal grant funding transfer from the Queensway Transit Pavilion project to the Rutland Transit Phase 2 project;

AND THAT the Mayor and Council approve the amendment to the 2017 Financial Plan;

AND FURTHER THAT Council direct staff to seek a Regional board motion to remove the Queensway Security Pavilion from the 2009 Regionally Significant Gas Tax Funding agreement.

## **Purpose:**

To access and utilize surplus budget from the Rapid Bus project and unused Gas Tax budget from the Queensway Security Pavilion project, re-allocating this combined funding to the Rutland Transit Exchange – Phase 2 project.

## **Background:**

The Rapid Bus project, initiated in 2007, reached final completion in 2016. Internal budget transfers are required to transfer surplus Rapid Bus Transit Station Land project budget to the Rutland Transit Exchange Phase 2. Approval of transfer of Gas Tax funding from the Queensway Transit Pavilion project to the Rutland Transit Exchange Phase 2 project is also being requested.



**Rapid Bus surplus transfer:**

Phase 1 of the Rutland Transit Exchange was completed in 2013. Phase 2 of the project will allow the Transit Exchange to function fully as a transit hub, while supporting the connectivity and urban design of the Rutland town center. Completion of this Exchange will allow restructuring of transit services in the Rutland Area, improving efficiency and connectedness with all the key employment and education destinations in the region including UBCO. The project is estimated at \$2.8 million in total, however a functional phase 2 could be delivered with \$2.1 million. A \$2.8m federal grant submission has been made to fund this project, however, these funds are not secured and this project is a priority for 2018. Preliminary design and public consultation is complete; however, detailed design is required for a more accurate construction schedule and project delivery options.

The project can be initiated in 2017 and completed in 2018. Depending on the outcome of the federal grant application, additional reserve and taxation funding may be requested in the 2018 budget should the grant application be denied, to supplement the required \$2.1m. The result of the grant application is expected to be announced by year end 2017.

Gas Tax Allocation transfer to Rutland Transit Exchange Phase 2 project:

The Queensway Security Pavilion/Public Washroom project is being deferred due to budget constraints. A proposal for Round 2 Public Transit Infrastructure Program (PTIP) funding is being prepared to accommodate future delivery of this project.

Council's approval of the above budget transfer action is respectfully requested.

**Internal Circulation:**

Financial Planning Manager

**Financial/Budgetary Considerations:**

The City of Kelowna's financial contribution for land acquisition for Rapid Transit Stations, Land has surplus funding of \$1,095,417. This surplus is requested to be transferred to the Rutland Transit Exchange Phase 2 for the initiation of detailed design in 2017.

Regionally Significant Project Gas Tax of \$250,500 is presently funding the Queensway Transit Pavilion. This Gas Tax funding is proposed to be re-allocated to the Rutland Exchange Phase 2. A Regional Board motion to remove the Queensway Transit Pavilion as an eligible project in the Gas Tax Agreement will be sought subsequent to Council approval of this budget transfer request. The Rutland Transit Exchange is defined within the Gas Tax Agreement as an eligible project for use of funds. A project completion date extension has been approved to no later than September 30, 2018.

**Considerations not applicable to this report:**

Legal/Statutory Authority  
Legal/Statutory Procedural Requirements

Existing Policy  
Personnel Implications  
Communications Comments  
Alternate Recommendation  
External Agency/Public Comments

Submitted by:



J. Dombowsky, Transit and Programs Manager

Approved by, Rafael Villarreal, Manager, Integrated Transportation Department

**Approved for inclusion:**



A. Newcombe, Divisional Director, Infrastructure

Attachment 1: Rutland Transit Exchange Phase 2 background report 2017-10-02

Attachment 2: Rutland Transit Exchange Phase 2 Funding Report to Council Presentation 2017-10-02

cc: Divisional Director, Financial Services  
Divisional Director, Infrastructure

## Rutland Exchange Phase 2

October 2017



1435 Water Street  
Kelowna, BC V1Y 1J4  
TEL 250 469-8917

[kelowna.ca](http://kelowna.ca)

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## INTRODUCTION

A vision has been created for the Rutland Town Centre as a vibrant urban centre and transportation hub. Furthering the investment in sustainable transportation infrastructure in this region will complete the vision.

The Rutland Transit Improvements will accommodate efficient transit access, comfortable passenger waiting areas with safe and unobstructed access for pedestrians and cyclists. It will provide priority for walking, cycling and transit to foster greater mobility choices and create an attractive pedestrian oriented environment that supports high density mixed use development.

Completing the transit infrastructure in Rutland will build ridership supporting future community development.

Throughout the planning for this project a phased approach to transit improvements has been identified as the optimal approach.

Phase two of the Rutland Transit Improvement Project, including the extension of Shepherd Road from Roxby to Rutland Road, is essential to the full vision of integrated urban mobility in the Rutland Town Centre.



## BACKGROUND

### Rutland Town Centre

Rutland Town Centre has been recognized as one of Kelowna's four urban centers in the City of Kelowna's Official Community Plan since 1996. The area is often referred to as Uptown Rutland, as a result of the business association's presence - the Uptown Rutland Business Association. The vision is to create a comprehensive land use, urban design and transportation plan that focuses on pedestrian and public transit infrastructure and revitalization of Rutland Town Centre.

Rutland Town Centre's vision as a transit oriented development zone incorporates compact, mixed use and pedestrian friendly developments - containing housing, workplaces, shops, schools, parks and entertainment and civic facilities - centered around transit stations.

### Centennial Park

The City of Kelowna, with support of City Council, collaborated with the Rutland Parks Society in reaching a land deal to acquire Centennial Park, including the land required for the Shepherd Road extension.

The Rutland Park Society has owned and operated Rutland Centennial Park since the land was acquired by local residents in 1939. The Centennial Hall was subsequently built in 1967.

On October 20, 2014 at the Rutland Park Society Annual General Meeting, the membership voted in favour of a deal presented to them by the City of Kelowna. The revenues generated by the society fall short of the requirements to maintain the park and hall to standards acceptable to both citizens and society members. Both the park and hall require significant imminent investment in order to continue operating.

The City and Rutland Park Society have highlighted a joint desire to revitalize the park and ensure the success of important community amenities through exploration of a mutually beneficial partnership. The Rutland Centennial Park will be turned over to the City of Kelowna to enhance and maintain. The private roadway which aligns to Shepherd Road has been sold to the City for an extension to Shepherd Road. The Rutland Parks Society will retain Centennial Hall and renovate it.

### Planning Vision

The vision of the Rutland Town Centre as a transit oriented development was first established in the Rutland Town Centre Transportation Plan, developed in 2000. While this plan was visionary at the time, it led to or influenced a number of projects since then. These include key topics such as urban design, streetscaping, market assessments, public transit service and active transportation. The Rutland Town Centre Transportation Plan also included the extension of Shepherd Road between Dougall Road and Asher Road.

Kelowna City Council approved the Shepherd Road site in 2005 as the location of the Rutland Transit Exchange and the City acquired four properties for the exchange at a cost of \$1.28 million. Stakeholder input was obtained through the Rutland Transit Centre Design Charrette (2005) as part of the Central Okanagan Smart Transit Plan, which received Council's support.

A 2009 Market Assessment and 2010 Urban Design Charrette endorsed the extension of Shepherd Road to Rutland Road as part of a future phase.

A series of workshops were held in 2010 and 2011 that included representatives from the Ministry of Transportation and Infrastructure, BC Transit and the City of Kelowna to review transit infrastructure and pedestrian options in the Rutland Town Centre - see **Functional Requirements** for the outcome of this process.

**Appendix A** has a full chronology of planning for Rutland Town Centre Transportation Improvements.

### Transit improvements

RapidBus and frequent transit service will improve travel time, reliability, passenger comfort and convenience. It features fast, direct service and modern, attractive amenities.

The first phase of Kelowna RapidBus was completed in September 2010. It established RapidBus service between the University of BC Okanagan campus and Queensway in downtown Kelowna. Phases two and three have extended the

line to the Westbank First Nation and the District of West Kelowna.

In the fall of 2012, construction began on the Rutland Transit Exchange on Shepherd Road. Construction of this facility and associated road and pedestrian improvements were completed in June 2013. In July and August 2013, three new bus pullouts were constructed on Highway 33 between Hollywood and Dougall Roads.

In September 2013, Route 14 Black Mountain bus began servicing the new Rutland Transit Exchange. Until Shepherd Road is extended to Rutland Road, the Black Mountain community bus will be the only

transit route operating at the Rutland Transit Exchange.

The RapidBus Project Definition Report (April 2012), did not include Phase two of the Rutland Transit Improvements. However, the document does note Rutland’s transit improvements and routing would be implemented in a phased approach, and a rendering with a completed view of the Rutland Exchange with the Shepherd Road extended to Rutland Road is attached as **Appendix B**.

EXISTING SHEPHERD RD/  
ROXBY ROAD



EXISTING SHEPHERD RD  
TRANSIT EXCHANGE -  
SITE  
FURNITURE



## FUNCTIONAL REQUIREMENTS

### Rutland Transit Exchange

The BC Transit, Transit Future Plan proposes that existing transit routes in the Rutland Town Centre be restructured to streamline service and create a Frequent Transit Network on Highway 33 that supports RapidBus on Highway 97. Further enhancements would include realignment of mainline and feeder bus transit services from Highway 33 and Rutland Road to the new Rutland Transit Exchange on Shepherd Road. The extension of Shepherd Road to Rutland Road would eliminate the need for temporary in-lane stops on Highway 33 between Dougall Road and Rutland Road.

This phase was envisioned to precede Highway 33 pedestrian safety improvements and to support high level access management along Highway 33 through the town centre.





## PROJECT SCOPE AND CONSTRUCTION PACKAGES

This project presents a phased approach to implement new pedestrian, transit and roadway infrastructure in the Rutland Town Centre. The



phase one investment, now complete, establishes the essential elements required to improve roadway network connectivity and create a strong pedestrian and transit focus in the urban centre.

Phase two provides for the Shepherd Road extension to Rutland Road and completion of the transit exchange. The extension will also enhance the pedestrian sidewalk system, to fully realize the vision of transforming the Rutland Town Centre into an attractive transit oriented urban centre.

### Phase 2 transit infrastructure

In addition to extending Shepherd Road between Roxby Road and Rutland Road, the design of the roadway will incorporate the required bus infrastructure and pedestrian design elements.

Phase one transit and pedestrian infrastructure was extended to include:

- a westbound transit stop between Asher Road and Roxby Road capable of accommodating two buses
- attractive and comfortable transit amenities (e.g., large transit shelters, benches)
- adequate pedestrian circulation space
- traffic calming measures
- streetscaping (e.g., landscaping, new lighting, waste receptacles, public art, etc).

### Required Investment

The Shepherd Road extension between Roxby and Rutland Roads required approximately 0.4 hectares of Centennial Park land from the Rutland Park Society. This land is currently being used as a private laneway to access the park and associated amenities.

The City invested in \$800,000 in the land and the estimated cost to construct the Phase II of the exchange that includes roadway extension and associated transit and pedestrian improvements is \$2.8 million (\$2.1 million functional).

The total required investment in phase two of the Rutland Transit Improvements is \$2.8 million.

### Proposed schedule

Construction of phase two of the Rutland Transit Improvements could be complete in the fall of 2018.

#### Design:

Request for proposal issued  
Award & begin detail design  
Finalize detailed design

October 2017  
December 2017  
March 2018

#### Construction:

Construction start  
Construction completion

June 2018  
Fall 2018

## BENEFITS

### Transit service improvements

The Shepherd Road extension between Roxby and Rutland Road is integral to the operations of the Rutland Transit Exchange.

The new exchange provides a beautiful new public space featuring wide and creatively designed sidewalks, many seating areas including transit shelters and decorative lighting for comfort and safety.

Currently the new transit exchange is servicing the Route 14 Black Mountain bus. With the Shepherd Road extension, the exchange would accommodate all Rutland routes including:

- Route 8 University
- Route 10 North Rutland
- Route 11 Rutland

The Rutland Transit Exchange will become the midpoint for Route 8, which will travel between the Mission/Springfield exchange and UBCO. Routes 10 and 11 will provide direct access from Queensway and Orchard Park to the Rutland Transit Exchange, servicing large employment centers along the routes.

The extension of Shepherd Road will ensure layovers are off the roadway, especially from traffic on Highway 33. For transit passengers, it provides a safer, more convenient and comfortable environment for transfers between mainline transit and feeder bus services.

Transit priority measures could be accommodated at Rutland Road, allowing buses easy access to

Rutland Road and improving route efficiency.

### Highway 33 and roadway operations

Connecting Shepherd Road to Rutland Road will provide a number of benefits to Highway 33, particularly safety.

Currently there are three transit stops located on Highway 33 between Dougall and Rutland Roads, one of which is an in-lane stop. Routing the buses through the Rutland Transit Exchange will eliminate the need for further Highway 33 bus bay infrastructure and remove the stops that currently impede traffic flow.

Potential exists to introduce access management measures on both sides of Highway 33, between Dougall Road and Rutland Road, with attractive raised medians.

Shepherd Road will serve as an alternate access to businesses along Asher and Roxby Roads by redirecting local traffic from Highway 33 onto the local road network. It also provides improved street connectivity and access for pedestrians, cyclists, and transit users within the Rutland Town Centre. Furthermore, Shepherd Road as an alternate route for cyclists away from Highway 33 will reduce potential conflicts between pedestrian, cyclist and transit vehicles with auto and commercial traffic on the highway. The increased safety provides potential for higher participation in active transportation modes and transit.

#### Transit Route Details:

Route	Destination	Headway	Mid or End point	Alternative	Avg. Dwell Time / Bus	Max Buses/ Bay/ Hr	Buses per Hour	AM Bays	Max for PM	Layover
8	UBCO, Cooper, Pandosy	10	Mid	UBCO, Pandosy	5	12.0	6	0.5	0.5	
10	Rutland, Queensway	10	End	Queensway	10	6.0	6	1.0		1
11	Rutland, Queensway	10	End	Queensway	10	6.0	6	1.0		1
14	Black Mtn, Rutland	15	End	None	10	6.0	4	1.0		
<b>Total Needed per</b>								<b>3.5</b>	<b>0.5</b>	<b>2</b>
<b>Total Bays</b>										<b>6</b>

## Economic development

Transportation improvements in the Rutland Town Centre provide numerous economic benefits for Rutland residents, businesses and employees.

The urban long range plans for Shepherd Road envision it as a commercial “High Street”, or main street. Businesses and their employees and patrons will appreciate the enhanced access routes for pedestrians, cyclists, transit riders and vehicles to the Rutland Town Centre.

These improvements support transit oriented development by creating transit hubs in the urban core areas, where they can act as a catalyst to encourage higher density, mixed use development.

This investment will have positive impacts on employment opportunities, and retail businesses for the Rutland Town Centre.







## STAKEHOLDER ENGAGEMENT

### Engagement Process

The City has been working for many years with stakeholder groups in the Rutland area to plan this town centre. Community and stakeholder engagement has taken place in multiple forms ranging from public open houses to direct meetings and workshops with community groups and other stakeholders.

Community engagement related to this project dates back to the late 1990s when the City worked in partnership with other transportation agencies, including BC Transit and Ministry of Transportation and Infrastructure, to prepare the Rutland Centre Transportation Plan. Milestones of community engagement are provided in **Appendix A**.



## CONCLUSION

The extension of Shepherd Road from Roxby Road to Rutland Road and associated transit and pedestrian improvements is required to complete the full implementation of the Rutland Transit Exchange and deliver the vision of the Rutland Town Centre as a vibrant urban centre and transportation hub.

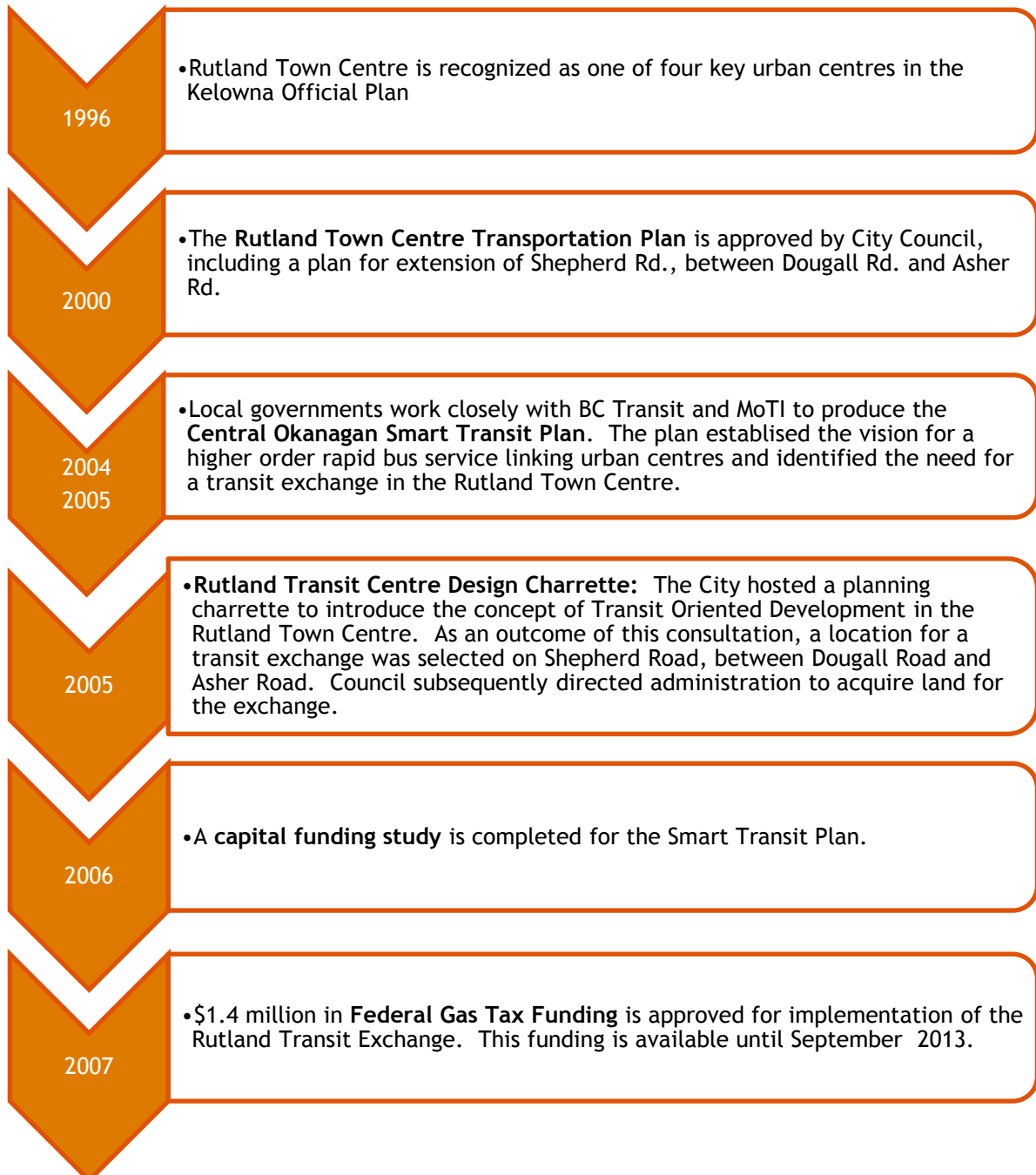
The Rutland Transit Improvements will accommodate efficient transit access, comfortable passenger waiting areas with safe and unobstructed access for pedestrians and cyclists. It will provide priority for walking, cycling and transit to foster greater mobility choices and create an attractive pedestrian oriented environment that supports high density mixed use development.

Phase two of the Rutland Transit Improvement Project, including the extension of Shepherd Road from Roxby to Rutland Road, will deliver the full vision of integrated urban mobility in the Rutland Town Centre.



## APPENDIX A

### Planning Chronology

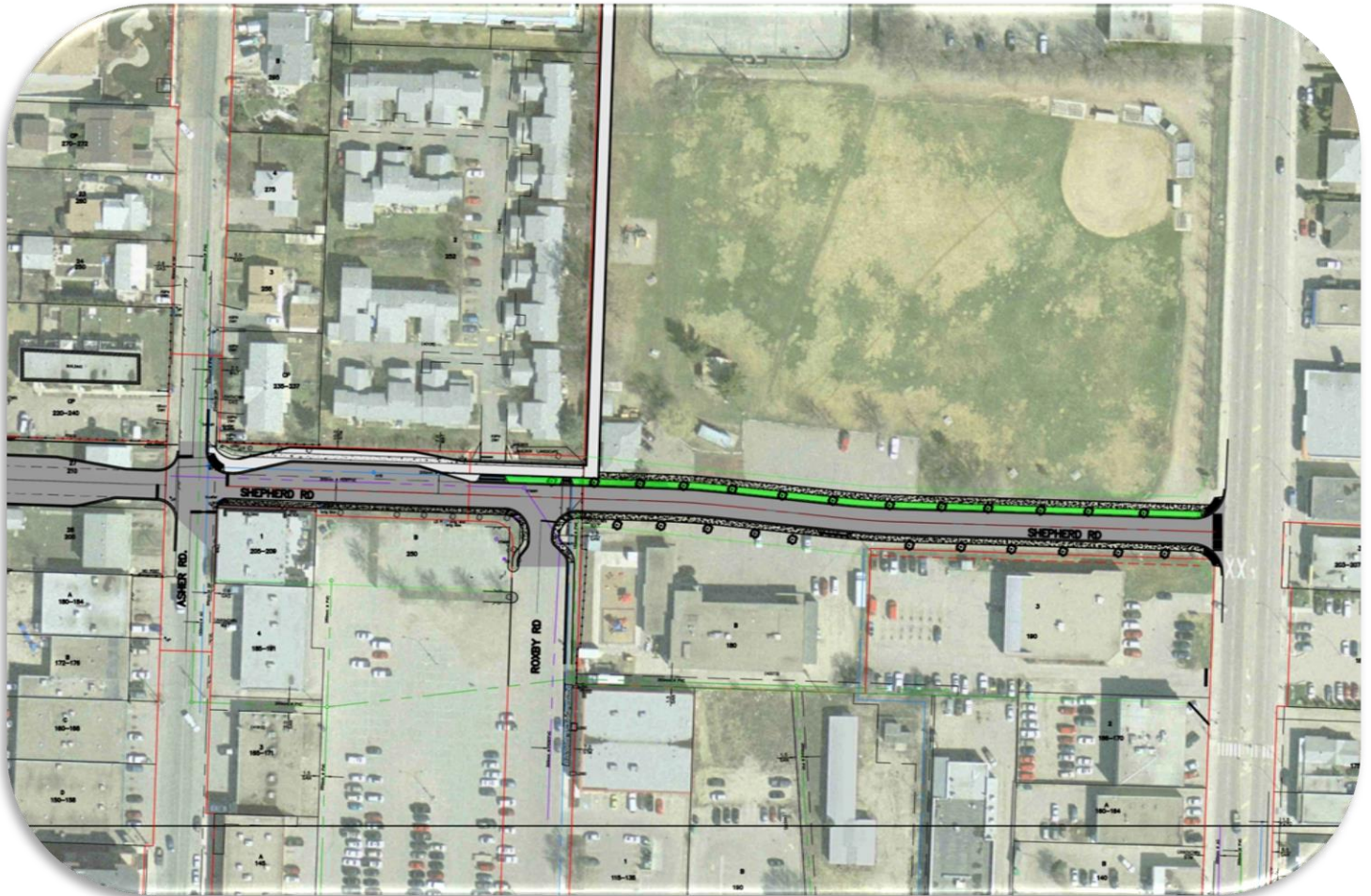


2009	<ul style="list-style-type: none"> <li>•<b>Streetscape Planning:</b> The City completed the conceptual design of streetscaping improvements in the Rutland Town Centre, including the Rutland Transit Exchange.</li> <li>•<b>Market Assessment:</b> A market assessment undertaken in partnership with URBA confirms that improvements such as the Shepherd Road transit exchange, streetscaping and open space improvements will help to revitalize the inner core of the Rutland Town Centre. The report also endorsed the extension of Shepherd Road from Dougall Road to Rutland Road.</li> </ul>
2010	<ul style="list-style-type: none"> <li>•<b>Urban Design Charrette:</b> In June 2010, the City hosted an urban design charrette to develop an action plan to stimulate the revitalization of the Rutland Town Centre. Support is expressed for integration of the transit exchange within the streetscape of the inner core area and the concept of extending Shepherd Road from Dougall Road to Rutland Road.</li> <li>•<b>Funding Announcement:</b> In September 2010, the Province and the Federal Government announced \$3.7 million in funding for a new Rutland Transit Exchange as part of a commitment to complete the regional RapidBus project. This announcement included the \$1.4 million in Federal Gas Tax funding announced in 2007.</li> <li>•<b>BC Transit</b> also advises that the location of the Rutland Transit Exchange will be subject to further review.</li> </ul>
2011	<ul style="list-style-type: none"> <li>•<b>Concepts approved:</b> In March, BC Transit, BC MoTI and the City of Kelowna reached agreement on the concepts and phasing strategy developed by the City for transit investments in the Rutland Town Centre on both Hwy 33 and Shepherd Road.</li> <li>•<b>Stakeholder Support:</b> In March, City of Kelowna receives letters of support from Uptown Rutland Business Association, Rutland Parks Society and Rutland Residents Association.</li> <li>•<b>Council update:</b> In April, City Council were provided with a progress update, budget details, execution plan and phasing strategy for transit infrastructure improvements.</li> <li>•<b>Open House:</b> Public information session was held August 2011.</li> </ul>
2012	<ul style="list-style-type: none"> <li>•<b>Construction:</b> October 20, a groundbreaking ceremony marks the start of construction on the Rutland Transit Exchange.</li> </ul>
2013	<ul style="list-style-type: none"> <li>•<b>Shepherd Rd completed:</b> In July, construction is completed on the Shepherd Road and Dougall Road works.</li> <li>•<b>Highway 33 pullouts:</b> In July and August, construction on Highway 33 bus pullouts is undertaken.</li> <li>•<b>Transit Exchange opens:</b> September 1, Route 14 Black Mountain makes its first stop at the new Rutland Transit Exchange.</li> <li>•<b>Official opening event:</b> Public, dignitaries and media participated in an official unveiling of the new Rutland Transit Exchange October 1.</li> </ul>
2014	<ul style="list-style-type: none"> <li>•<b>Land Aquisition completed:</b> City Council approves transfer of Rutland Centennial Park, land aquisition required for road alignment and Hall upgrades</li> </ul>



## APPENDIX B

### Shepherd Road Transit Exchange Phase 1 and 2 Rendering



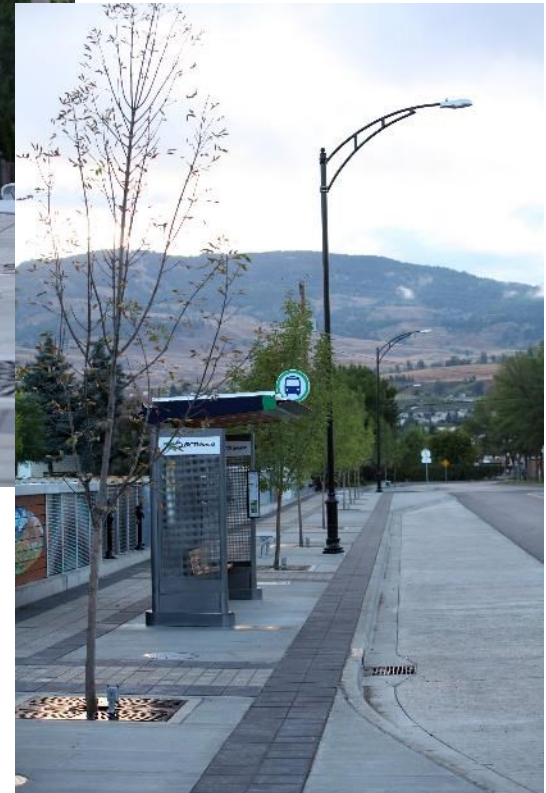
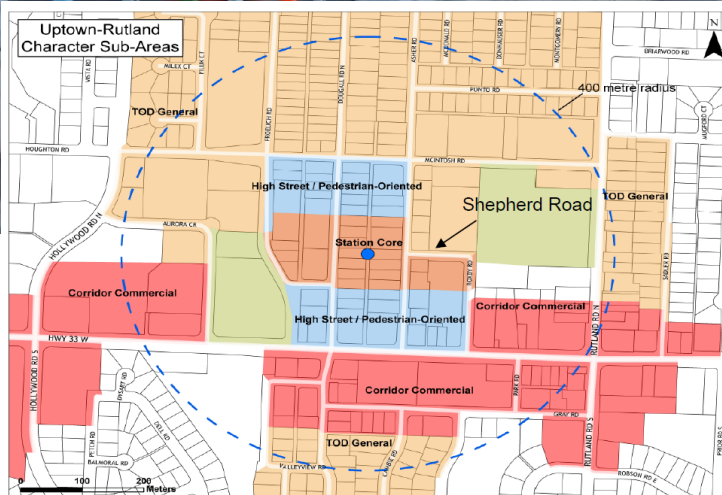


# Rutland Transit Exchange Phase 2 Funding Proposal



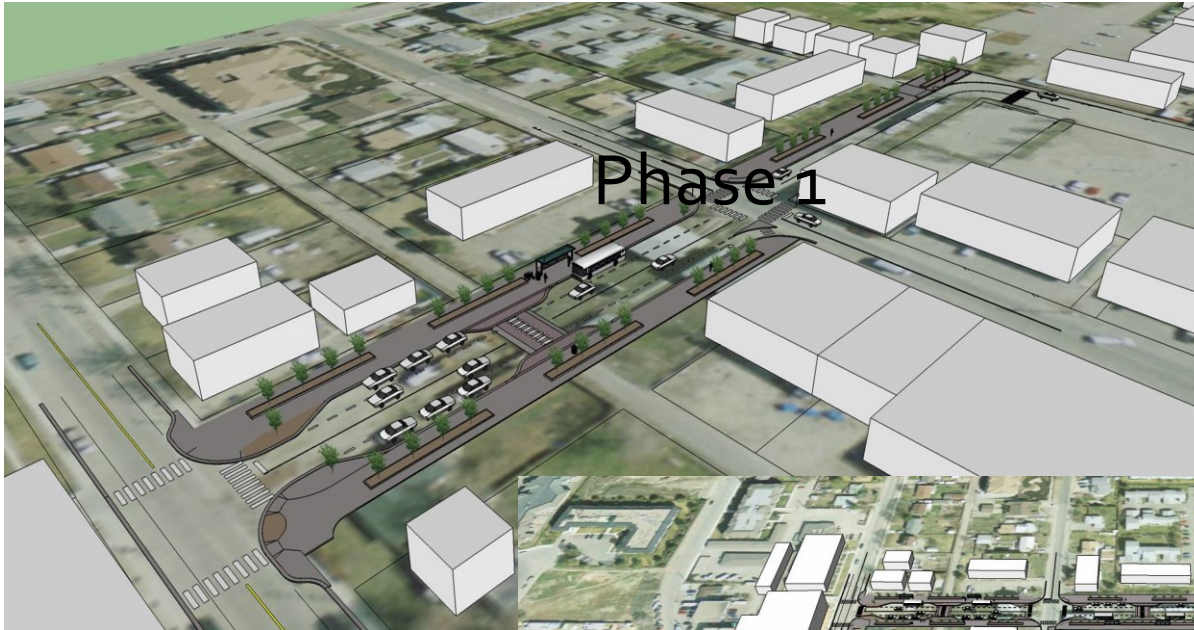
October 2017

# Exchange History



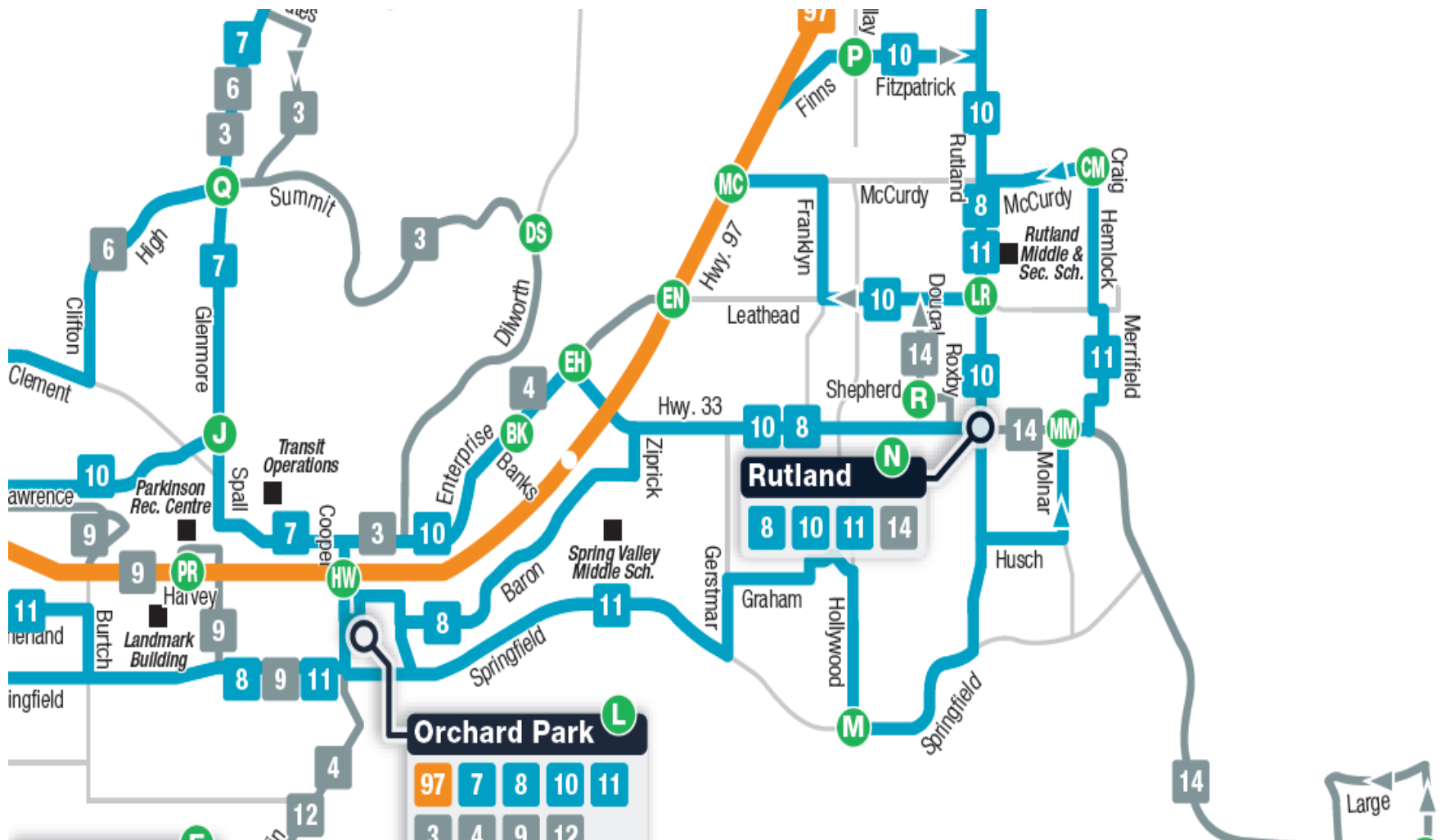


# Project Description





# Project Description



# Funding Proposal

- ▶ Project is estimated at \$2.8 million - functional project is \$2.1 million.
- ▶ \$2.8m federal grant submission outstanding.
- ▶ Project can be initiated in 2017 and completed in 2018.

# Funding Proposal

- ▶ City of Kelowna Rapid Bus surplus of \$1,095,417.
- ▶ Regionally Significant Project Grant of \$250,500.



# Summary

- ▶ Extension of Shepherd Road helps create a vibrant urban centre and transportation hub.
- ▶ Transit operates more efficiently; rider comfort is improved; convenient and safe access is created.
- ▶ Attractive environment supports higher density mixed use development.
- ▶ Helps deliver the full vision of integrated urban mobility in the Rutland Town Centre.





*Questions?*

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# Report to Council



**Date:** October 2, 2017  
**File:** [RIM Classification Number]  
**To:** City Manager  
**From:** Sandra Kochan, Partnership Manager  
**Subject:** Overview of 2018 Cultural Grants

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## **Recommendation:**

THAT COUNCIL receives, for information, the overview of 2018 Cultural Grants as contained in the report dated October 2, 2017 from the Partnership Manager;

AND THAT COUNCIL approves the guidelines for the 2018 Professional Operating Grants, 2018 General Operating Grants and the 2018 Project Grants as set out in the report dated October 2, 2017 from the Partnership Manager;

AND FURTHER THAT COUNCIL directs staff to provide, for information, a list of the 2018 recipients in the General Operating and Project programs, as well as a summary of achievements, benefits and impact arising from grants awarded in these programs in 2017.

## **Purpose:**

To provide an overview of grant programs and processes to be administered by the Cultural Services Branch for 2018.

## **Background:**

The following grant programs will be administered by the Cultural Services Branch in 2018:

### **A. Professional Operating Grants**

The purpose of professional operating grants is to provide consistent and reliable annual support to professional, established non-profit arts and cultural organizations which provide impactful, quality programs and services, demonstrate sustainable operations and contribute to the realization of the City's cultural vision, principals and goals as outlined in the Cultural Plan.

New guidelines were introduced in 2016, and other than adjusting dates as needed, no other changes are proposed. The 2018 guidelines are attached as Appendix A.

In 2017, four organizations (Okanagan Symphony, Ballet Kelowna, Alternator Centre for Contemporary Art and Bumbershoot Children's Theatre) received a total of \$140,000 through this program. Each of the organizations has provided a report to Council.

Submissions in this program are due on December 14, 2017 and upon completion of submission review, staff will bring forward a report in early February 2018 seeking approval of funding recommendations.

#### **B. General Operating Grants**

This program aims to provide annual assistance to non-profit arts, culture and heritage organizations. Most organizations benefiting from this program are small, volunteer-led organizations providing a wide range of arts, culture and heritage programs.

In 2017, 17 organizations received a total of \$114,300 through this program, a full allocation of funding available which included a small carryover from the previous year. Funding available in 2018 is \$109,300.

The 2018 program guidelines are attached as Appendix B. Other than changing dates and minor housekeeping amendments, no changes to the guidelines are proposed for 2018.

#### **C. Project Grants**

Project Grants provide assistance to non-profit organizations which deliver festivals, events or special projects which prominently feature arts, culture and heritage. Funding is provided on a matching basis for up to 50 per cent of the project cost, with a maximum of \$10,000 available per grant.

In 2017, 13 organizations received a total of \$65,000 through this program, which included \$10,000 as a one-time 'top up' incentive to support projects reflecting a Canada 150 theme.

The 2018 program guidelines are attached as Appendix C. Other than changing dates and minor housekeeping amendments, no changes to the guidelines are proposed for 2018.

#### **D. Organization Development Grants**

Organization Development Grants provide small grants to non-profit organizations seeking to undertake projects which will improve their planning, governance and capacity.

In 2017, the following changes were made to this program:

- Eligibility was expanded to include culture, sport/event and social service organizations; and
- \$15,000 in transitional funding was added to the program envelope for a total of \$30,000 available for 2017.

In 2017, 7 organizations were awarded a total of \$21,431 in Organization Development Grants.

Staff will be providing a separate report to Council regarding funding and administration of this program for 2018.

#### **E. Cultural Grant Panel**

In 2017, Council approved a new process to recruit up to 12 Kelowna residents through a public Call for Applications to serve on a Cultural Grant Panel. The Panel provides independent arms-length review of General Operating and Project applications pursuant to Terms of Reference attached as Appendix D.

The 2017 process successfully recruited 12 well-qualified individuals who independently scored applications, and with facilitation from the Central Okanagan Foundation, formulated funding recommendations in a roundtable setting. As in 2017, a Memorandum of Understanding provides for a fee of \$4,700 through existing Cultural Services budget to be paid to the Foundation for its services.

Panelists were paid a reading fee per application and a per diem rate for attendance at the roundtable meetings. The same fees are proposed for 2018. Total fees paid to panelists for 2017 grant review were \$6,300, through existing Cultural Services budget.

As set out in the Terms of Reference, panelists were encouraged to serve for 2 consecutive years, and most panelists are returning for 2018. If there are any vacancies, staff will identify qualified panelists from the list of previous applicants and no public call will be issued for 2018.

#### **Program activity:**

A chart summarizing applications and grant awards in the General Operating and Project programs for the years 2011 to 2017 is included as Appendix E.

#### **Program promotion and information:**

Cultural Services staff ensure that program guidelines and various forms are posted on the City's website. The majority of applicants continue to access materials online, or through email.

The City distributes an email bulletin announcing that guidelines and application forms are available. This is supported by public service announcements and occasional paid advertising.

Two public information workshops are scheduled to help attendees with the 2018 application process. Workshops are free to attend but re-registration is requested.

Both workshops are on Wednesday, October 11, 2017 at the Rotary Centre for the Arts:

Workshop #1: 2:00 to 4:00 p.m.

Workshop #2: 5:00 to 7:00 p.m.

Registration will be available on line at [kelowna.ca](http://kelowna.ca) or by phoning 250-469-8800.



**Intake timeline:**

A summary of the General Operating and Project grant process for 2018 is provided in the following chart:

<b>PHASE ONE Oct-Dec</b> Application Intake	<b>PHASE TWO Nov-Jan</b> Grant Panel & Adjudication	<b>PHASE THREE Jan-Feb</b> Grant Awards & Distribution
Guidelines and application forms (available early Oct)	Grant Panel confirmation (Nov)	Staff contact all applicants (late Jan)
Public workshops (mid-Oct)	Panel orientation (mid-Dec)	Staff report to Council re: grant awards (early Feb)
Staff support for applicants (Oct/Nov)	Individual panel members review applications (Dec-Jan)	Follow up with applicants (Feb)
Application deadline (Dec. 1)	Staff review of streamlined applications (Dec-Jan)	Confirmation letters and cheques to recipients by end of February
	Panel roundtable to finalize awards (mid-Jan)	

**Accountability:**

Through the guidelines, application forms and confirmation letters, grant recipients acknowledge and agree to conditions of funding. Highlights include:

- The recipient will make every effort to secure funding from other sources as indicated in its application;
- If there are any changes in the organization's activities as presented in its application, Cultural Services must be notified in writing immediately and approve such changes;
- In the event that the grant funds are not used for the activities as described in the application, they are to be repaid to the City;
- The recipient must acknowledge the financial assistance of the City of Kelowna through use of the City's logo in accordance with prescribed standards;
- Recipients must provide a Final Report as a pre-condition for future eligibility in any Cultural Services grant program.

**Internal Circulation:**

Director, Active Living & Culture  
Communications Advisor  
Financial Planning Manager

**Existing Policy:** Cultural Policy 274

**External Agency/Public Comments:**

The Central Okanagan Foundation has been consulted in the preparation of this report.

**Considerations not applicable to this report:**

Legal/Statutory Authority  
Legal/Statutory Procedural Requirements  
Financial/Budgetary Considerations

Personnel Implications  
Communications Comments  
Alternate Recommendation

Submitted by:  
**S. Kochan**

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

**Attachments:**

Appendix A – 2018 Professional Operating Grant Guidelines  
Appendix B – 2018 General Operating Grant Guidelines  
Appendix C – 2018 Project Grant Guidelines  
Appendix D – Cultural Grant Panel – Terms of Reference  
Appendix E – Grant Summary 2011-2017

cc: Director, Active Living & Culture  
Communications Advisor  
Financial Planning Manager  
Director of Grants & Community Initiatives, Central Okanagan Foundation

## 2018 Cultural Grants – Professional Operating Program GUIDELINES

Deadline: Thursday, December 14, 2017 at 4:00 p.m. PST

If you have questions after reviewing these guidelines, you can obtain more information from Cultural Services staff. Please contact staff well in advance of the deadline:

Caroline Ivey  
250-469-8474  
[civey@kelowna.ca](mailto:civey@kelowna.ca)

Submit required materials by the deadline to:

2018 Professional Operating Grants  
City of Kelowna Cultural Services Branch  
Glenmore Office\*  
#105 – 1014 Glenmore Drive  
Kelowna, BC V1Y 4P2

HOURS: Monday to Friday, 8:30 a.m. to 4:30 p.m.

*\*located at the corner of Mountain Avenue and Glenmore Drive*

## **CITY OF KELOWNA CULTURAL SERVICES BRANCH**

The City of Kelowna's Cultural Services Branch is part of the Active Living & Culture Division and it administers a number of programs and services to advance the vision and goals of Kelowna's Cultural Plan, the Official Community Plan and Cultural Policy 274.

### **VISION:**

A community which is thriving, engaging and inspiring.

### **GUIDING PRINCIPLES:**

- Accessibility, diversity and inclusion: lifelong access for all to cultural engagement and participation
- Accountability and fiscal responsibility: using municipal resources effectively and efficiently
- Innovation: being leaders in finding new solutions
- Optimizing value: generate more value and impact from existing resources
- Partnerships and collaboration: work with others to leverage energy, talent and resources

### **GOALS 2018:**

#### **Cultural vitality:**

- Foster cultural leadership and artistic excellence
- Integrate local heritage as part of cultural vitality
- Enhance cultural vitality at street level: make arts, culture and heritage more visible, particularly in urban centres, neighbourhoods and public spaces
- Increase the number of people who attend and participate in arts, culture and heritage offerings
- Build cultural citizenship and creative fitness: encourage individual expression and participation in arts, culture and heritage activity; youth engagement and arts education; outreach and creativity to reduce barriers to individual expression and participation.

#### **Strengthening the cultural ecosystem:**

- Capitalize on culture for tourism and the economy: activities and programs which promote and raise the cultural profile of Kelowna for both residents and visitors; contributing to a robust and dynamic creative economy through professional development and remunerated activity of artists and cultural workers;
- Connect the cultural community; use a collaborative approach to reach across disciplines and sectors to enhance operational effectiveness and delivery of impactful programs in the community.

Professional Operating Grants are one of many grant programs provided by Cultural Services and the City of Kelowna. Information about other grant opportunities is available on the [City's website](#): Home Page/City Hall/Council/Grants

At [kelowna.ca](http://kelowna.ca), learn more about:

[Cultural Plan](#): Home Page/Residents/Arts, Culture & Heritage/Cultural Plan

[Official Community Plan](#): Home Page/Residents/City Planning/Community Plan

[Cultural Policy 274](#): Home Page/City Hall/Council/Policies



## **1.0 PROFESSIONAL OPERATING PROGRAM OBJECTIVES AND DESCRIPTION**

### **1.1 Objectives:**

This program aims to provide consistent and reliable annual support to professional, established non-profit arts and cultural organizations which provide impactful, quality programs and services, demonstrate sustainable operations and contribute to realization of the City's cultural vision, principles and goals.

Support provided by the City of Kelowna will assist these organizations with operational sustainability and enable development and delivery of their programs and services in the community. Support is provided on an annual basis.

### **1.2 Organization profile:**

Organizations participating in this program are Kelowna-based, established, professional non-profit arts and cultural organizations that have a mission to develop, create, produce, present and disseminate artistic work in any artistic discipline (Aboriginal arts, community arts, dance, interdisciplinary, literary, media, multidisciplinary, music, theatre, visual arts).

They have been incorporated for at least five (5) years and are guided by a clear and relevant mission and long-term goals and strategies. They are experienced in consistently developing and delivering programs and/or services which are artistically strong, with proven impact in the community. Led by full-time, paid professional staff (artistic and administrative), they are operating with a well-developed administrative structure, stable financial resources and planning, and an active Board of Directors with a clear governance role.

### **1.3 Eligibility:**

To participate in this program, the organization must:

- Be a registered non-profit society or a registered charity with the Canada Revenue Agency (CRA) and be registered for at least five (5) years at the time of the application deadline
- Be physically located, have an active presence and have programs and services delivered within the City of Kelowna for at least three (3) years at the time of the application deadline
- Have an established body of high quality work or services with a track record of consistent delivery and demand
- Have received at least two (2) consecutive Operating or Project Grants from City of Kelowna Cultural Services
- Compensate professional artists at standard rates
- Have an independent Board of Directors composed of volunteers and representative of its mission and audience. Directors must:
  - Meet the minimum statutory requirements imposed by the relevant incorporation statute (i.e. *BC Societies Act*)
  - Not be remunerated for their services as Director (except for reimbursement of reasonable expenses) nor hold concurrent staff positions; and
  - Function in a governance role and be active in policy, planning, legal and fiduciary responsibilities
- Have full-time professional and paid leadership (artistic and administrative) – minimum 1 FTE
- Have well-developed administrative systems, including financial, human resources and communications
- Have financial resources and practices including:
  - Sustained average annual cash budget of at least \$200,000;
  - Diverse income including earned revenue, private sector sponsorships, donations and public sector support;
  - Independently-prepared professional financial statements (audit or review engagement);

**1.4 *Ineligible organizations are:***

- Publicly funded or private educational institutions (public schools, universities, colleges, training organizations)
- Organizations which do not have arts and cultural mandates
- Organizations whose operations and activities are not consistent with the program objectives, description and/or eligibility requirements
- Organizations which operate City-owned facilities and receive City of Kelowna support through a Lease & Operating Agreement
- Organizations which deliver services and receive City of Kelowna support through a Service Agreement

**1.5 *Ineligible activities are:***

- Deficit reduction
- Bursaries or scholarships
- Acquisition of real property
- Development of capital proposals or feasibility studies

**2.0 APPLICATION PROCESS**

Due to the nature of the eligibility criteria for this program, application forms are available only through the Cultural Services office and will not be published on-line. Please contact Caroline Ivey, (250) 469-8474, [civey@kelowna.ca](mailto:civey@kelowna.ca) to discuss eligibility for this program and obtain more information.

Eligible applicants will submit a package of requested materials to Cultural Services by the program deadline, 4 p.m. PST, Thursday, December 14, 2017. Incomplete or late applications will not be accepted.

**3.0 ASSESSMENT CRITERIA**

The criteria listed below and in Schedule 1 represent 'good' practices for established professional non-profit arts and culture organizations. Assessment will be based on the degree to which organizations meet the criteria, based on the information they provide. All organizations are unique, and will be at different stages in their lifecycle; there is no expectation that an organization must be demonstrating exceptional performance in all areas in order to receive funding support. However, the assessment criteria provide an objective framework within which the organization's overall performance can be considered, and form the basis for constructive feedback to the organization.

Criteria are grouped into five (5) categories:

- Planning, Leadership and Administration (15%)
- Artistic Programs and Services (30%)
- Participation and Impact (30%)
- Financial Management (15%)
- Board and Governance (10%)

Detailed criteria are listed in Schedule 1 of these Guidelines.

## 4.0 ASSESSMENT AND APPROVAL PROCESS

### 4.1 *Staff Review:*

Applications in this program are evaluated through Cultural Services staff review, which provides an opportunity for deeper analysis than would be possible through an independent committee. Staff may call upon experienced sector or discipline experts from other communities or funding agencies in an advisory capacity when circumstances warrant and may also consider input from the City of Kelowna's Finance Department.

### 4.2 *Interview:*

Following completion of staff review, applicants (typically represented by one management staff person and one Board member), are invited to an interview with the Cultural Services Manager to discuss review findings, build understanding about how the organization will address any concerns arising, and engage in broader dialogue about the health of the sector, trends, and how the City of Kelowna can improve its service to the sector.

### 4.3 *Notification:*

Following the interview, a staff report to City Council with funding recommendations will be prepared and applicants will receive notification of the funding recommendations along with feedback arising from the review process.

### 4.4 *Funding Reductions and Fair Notice:*

The City of Kelowna may, in order to accommodate increasing demand in this program, reduce an organization's funding in any year by up to 15% of the organization's previous grant without advance notice. If the City wishes to reduce an organization's funding by more than 15%, the City will give the organization at least 12 months' advance notice of the proposed reduction.

### 4.5 *Request for Clarification/Request for Reconsideration:*

Applicants who do not agree with a funding recommendation may request further clarification from staff, or if still in disagreement after clarification, may make a formal request for reconsideration by the Director of the Active Living & Culture Division. In the event of a formal request for reconsideration, the City may delay distribution of some or all of the funds in this program until all of the recommendations have been resolved and approved by Council.

### 4.6 *Council Approval/Distribution:*

Following presentation of the staff report and approval of funding recommendations by City Council, applicants will receive a cheque and an accompanying confirmation letter detailing any terms and conditions, feedback or follow up items. Funding amounts approved by City Council are final.

### 4.7 *Annual Report:*

Organizations receiving funding through this program provide an annual report directly to City Council as Public-in-Attendance. Dates and formats for these presentations are arranged through the Cultural Services Manager.

## 5.0 PROGRAM TIMELINES

A typical timeline appears in the table below. The timeline is subject to change.

Deadline	Staff Review	Interview	Council Approval	Distribution	Annual report
Dec 14 2017	Early Jan 2018	Late Jan 2018	Early Feb 2018	By end Feb 2018	Q2 and 3 2018

## 6.0 CONDITIONS OF FUNDING

In addition to any specific terms and conditions which may arise from the annual review process, the conditions below will apply to any organization receiving funding from this program:

- Grant funds must be applied to current expenses and must not be used to reduce or eliminate accumulated deficits or to retroactively fund activities;
- The organization will make every effort to secure funding from other sources as indicated in its application;
- The organization will maintain proper records and accounts of all revenues and expenditures relating to its activities and, upon the City's request, will make all records and accounts available for inspection by the City or its auditors;
- If there are any changes in the organization's activities as presented in its application, Cultural Services must be notified in writing immediately and approve such changes;
- In the event that the grant funds are not used for the organization's activities as described in the application, they are to be repaid to the City in full. If the activities are completed without requiring the full use of the City funds, the remaining City funds are also to be returned to the City;
- The organization must acknowledge the financial assistance of the City of Kelowna on all communications and promotional materials relating to its activities, such as programmes, brochures, posters, advertisements, websites, news releases and signs. Acknowledgement is provided by using the City of Kelowna logo in accordance with prescribed standards;
- Receipt of a grant does not guarantee funding in the future.

## 7.0 CONFIDENTIALITY

All documents submitted by Applicants to the City become the property of the City. The City will make every effort to maintain the confidentiality of each application and the information contained therein except to the extent necessary to communicate information to staff and assessors for the purposes of evaluation, administration and analysis. The City will not release any of this information to the public except as required under the Province of British Columbia *Freedom of Information and Protection of Privacy Act* or other legal disclosure process.

## 8.0 CONTACT INFORMATION

Staff: Caroline Ivey, Cultural Services  
Address: 105 – 1014 Glenmore Drive  
Kelowna, BC V1Y 4P2  
Phone: (250) 469-8474  
Hours: Monday – Friday, 8:30 a.m. to 4:30 p.m.  
Email: [civey@kelowna.ca](mailto:civey@kelowna.ca)  
Website: [kelowna.ca/culture](http://kelowna.ca/culture)



<b>SCHEDULE 1 – DETAILED ASSESSMENT CRITERIA</b>	
Planning, Leadership and Administration	There are clear and realistic goals with measurable actions and the required resources to implement them. They are linked to the mission, provide overall direction for the organization and drive day-to-day operations.
15%	There are appropriate positions and structures in place to support operations, programs or services and align with mission, goals and strategies.
	Executive Director (or equivalent) has appropriate experience in non-profit management, a good understanding of the sector, recognized locally and beyond as leader and influencer.
	Artistic Director (or equivalent) has appropriate experience and qualifications, good understanding of artistic practice and sector, established reputation for high quality work and vision, recognized locally and beyond as leader and influencer.
	The Executive Leadership vision is clear and aligns with the organization's mission, goals and strategies and contributes to the development of broader sector goals and priorities.
	The Executive Leadership demonstrates a clear understanding of the organization's performance and has an ability to adapt to changes in the sector.
Artistic Programs and Services	Programs and services are well-organized and align with mission, goals and strategies.
30%	The artists and creative personnel involved have the appropriate expertise and experience to contribute to the organization's programs or services.
	The artistic vision or rationale is clear, aligns with the mission, and contributes to development of the artistic practice or sector.
	The artistic leadership demonstrates a clear understanding of the artistic impact of its programs or services and has an ability to adapt to the evolution of the artistic practice or sector.
Participation and Impact	There is evidence of demand and participation in the programs or services through quantifiable data including level of activity, attendance, participation, membership and volunteers.
30%	There are effective strategies in place to create awareness of, build appreciation for, and drive participation in the organization and its programs or services.
	There are practices in place to assess the impact of the organization's programs or services on the people it serves and there is evidence of benefits to them.
	Assessment practices are used to inform program or service development in order to maintain demand and relevance in the sector.
	There are policies or practices and programs in place to eliminate barriers for people to participate in the organization and its programs or services.
Financial Management	Revenue includes all levels of government support, private sector, individual donations, investments or endowments, self-generated revenue and in-kind support.
15%	There is an appropriate balance of administrative and artistic expenses supportive of the mission and of professional artistic practices and fee standards.
	Realistic financial and budgeting practices are in place with expenses aligned to realistic revenue projections. Projections are often met or exceeded.
	The budget is well-integrated with ongoing operations, strategic directions and major planning initiatives.
	There is evidence of a healthy financial position (i.e. positive working capital, diversified revenues and funds, annual surplus trends) with adequate resources to support the organization's mission and goals.
	There is evidence of financial planning for revenue-diversification, program support or growth, and to support long-term goals and strategies.
	If in a deficit position, there are realistic and achievable plans to reduce the deficit and build working capital to sustain current programs, operation and long-term viability.
Board & Governance	Board membership provides appropriate expertise and relevant community representation to support the mission, goals, and strategies of the organization. This expertise may be functional, content-driven, or community related.
10%	The Board model, committees, membership, terms and meeting frequency are clearly defined and appropriate to the organization's mission, goals and strategies.
	The Board regularly reflects on its role and actively addresses challenges and opportunities which may influence the organization's policy, planning or direction.

## 2018 Cultural Grants – General Operating Program GUIDELINES

Deadline: Friday, December 1, 2017 at 3:00 p.m. PST

These guidelines have been revised for 2018 – previous versions no longer apply.

If you have questions after reviewing these guidelines, you can obtain more information from Cultural Services staff. Please contact staff well in advance of the deadline:

Caroline Ivey  
(250) 469-8474  
[civey@kelowna.ca](mailto:civey@kelowna.ca)

Submit required materials by the deadline to:

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City of Kelowna Cultural Services Branch  
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HOURS: Monday to Friday, 8:30 a.m. to 4:30 p.m.

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### **GOALS 2018:**

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- Integrate local heritage as part of cultural vitality
- Enhance cultural vitality at street level: make arts, culture and heritage more visible, particularly in urban centres, neighbourhoods and public spaces
- Increase the number of people who attend and participate in arts, culture and heritage offerings
- Build cultural citizenship and creative fitness: encourage individual expression and participation in arts, culture and heritage activity; youth engagement and arts education; outreach and creativity to reduce barriers to individual expression and participation.

Strengthening the cultural ecosystem:

- Capitalize on culture for tourism and the economy: activities and programs which promote and raise the cultural profile of Kelowna for both residents and visitors; contributing to a robust and dynamic creative economy through professional development and remunerated activity of artists and cultural workers;
- Connect the cultural community; use a collaborative approach to reach across disciplines and sectors to enhance operational effectiveness and delivery of impactful programs in the community.

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[Cultural Policy 274](#): Home Page/City Hall/Council/Policies

## **1.0 GENERAL OPERATING PROGRAM OBJECTIVES AND DESCRIPTION**

### **1.1 Objectives:**

This program aims to provide annual assistance to non-profit arts, culture and heritage organizations which provide impactful, quality programs and services, demonstrate sustainable operations and contribute to realization of the City's cultural vision, principles and goals.

Support provided by the City of Kelowna will assist these organizations with operational sustainability and enable development and delivery of their programs and services in the community. Support is provided on an annual basis.

### **1.2 Organization profile:**

Organizations participating in this program are Kelowna-based, established, non-profit arts, culture and heritage organizations that have a mission to:

- 1.2.1 develop, create, produce, present and disseminate artistic work in any artistic discipline (Aboriginal arts, community arts, dance, interdisciplinary, literary, media, multidisciplinary, music, theatre, visual arts, fibre arts);
- 1.2.2 create, provide or facilitate events, materials, communications and/or services which interpret and convey the human history of Kelowna and/or foster preservation, stewardship, and public interpretation and appreciation of heritage knowledge, assets, collections and sites;
- 1.2.3 provide public education, programs, events or services focused on awareness, appreciation and celebration of Aboriginal and other ethno-cultural heritage, including language, traditions and artforms; or
- 1.2.4 develop and deliver programs and services which provide quality visual art, music or theatre experiences for participants living with chronic or permanent health conditions or disabilities which may limit their access to programs and services designed for the general population.
- 1.2.5 provide services or resources in support of artists and arts organizations in the areas of research, information, professional development, networking, administration, audience development, marketing and communications.

They have been incorporated and actively providing the majority of their public programs and services in Kelowna for at least one (1) year prior to the application deadline. They demonstrate an inclusive, diverse and welcoming approach in their operations and activities. They have sound governance and are fiscally responsible, with diverse sources of revenue and good recordkeeping practices. They can demonstrate a need for financial support, and if they have a surplus or reserve, they have a plan for how that surplus or reserve will be used to improve their service to the community. They offer programming and/or services throughout the year.

### **1.3 Eligibility:**

To participate in this program, the organization must:

- Be a registered non-profit society or a registered charity with the Canada Revenue Agency (CRA) and be registered for at least one (1) year at the time of the application deadline;
- Be physically located, have an active presence and have the majority of its programs and services delivered within the City of Kelowna for at least one (1) year at the time of the application deadline;
- Have a mandate and carry out activities which are consistent with the vision, principles, goals and objectives of this program;
- Be committed to providing arts, culture or heritage opportunities to Kelowna residents without exclusion of anyone by reason of religion, ethnicity, gender, age, sexual orientation, language, disability or income;
- Have fulfilled all reporting requirements for any previous grants from the City of Kelowna;
- Have an independent Board of Directors composed of volunteers and representative of its mission and audience. Directors must:



- Meet the minimum statutory requirements imposed by the relevant incorporation statute (i.e. BC Societies Act); and
  - Not be remunerated for their services as Director (except for reimbursement of reasonable expenses) nor hold concurrent staff positions.
- Have an annual budget and independently prepared financial statements indicating evidence of financial support from private and public sector sources other than the City of Kelowna.

**1.4 *Ineligible organizations are:***

- Publicly funded or private educational institutions (public schools, universities, colleges, training organizations)
- Organizations which do not have arts, cultural and heritage mandates as described in the organization profile
- Organizations whose operations and activities are not consistent with the program objectives, description and/or eligibility requirements
- Organizations which operate City-owned facilities and receive City of Kelowna support through a Lease & Operating Agreement
- Organizations which receive City of Kelowna support through a Service Agreement or directly by a budget line item
- Organizations which receive City of Kelowna support through the Professional Operating program
- Organizations which have outstanding indebtedness to the City of Kelowna or which have not fulfilled reporting requirements for any previous grants from the City of Kelowna
- Unincorporated committees, groups, collectives or individuals.

**1.5 *Ineligible activities are:***

- Organization start-up costs
- Deficit reduction
- Bursaries or scholarships
- Acquisition of real property
- Development of capital proposals or feasibility studies
- Sports, politics, education, religion, social service or healthcare
- Focused on attracting a limited or special interest audience

**2.0 APPLICATION PROCESS**

Application forms are available on the [City's website](#).

Organizations considering submission of an application are encouraged to do the following prior to completing an application form and well in advance of the application deadline:

- Review these guidelines
- Contact City staff for more information
  - Caroline Ivey, [civey@kelowna.ca](mailto:civey@kelowna.ca), (250) 469-8474
- Attend a grant information workshop in October 2017.

Eligible applicants will deliver the application form and required support materials by the program deadline, 3 p.m. PST, Friday, December 1, 2017 to:

2018 General Operating Grants  
City of Kelowna Cultural Services Branch  
Glenmore Office\*  
#105 – 1014 Glenmore Drive  
Kelowna, BC V1Y 4P2

HOURS: Monday to Friday, 8:30 a.m. to 4:30 p.m.

\*located at the corner of Mountain Avenue and Glenmore Drive

NOTE: Applications will be accepted through Canada Post mail provided that they are received prior to the deadline.

Applications will not be accepted by email.

Incomplete or late applications will not be accepted. Receipt of a complete application prior to the deadline does not guarantee funding. Obtaining an operating grant is a competitive process and demand exceeds available resources.

### **3.0 ASSESSMENT CRITERIA**

The criteria listed below and in Schedule 1 represent 'good' practices for non-profit arts, culture and heritage organizations. Assessment will be based on the degree to which organizations meet the criteria, based on the information they provide. All organizations are unique, and will be at different stages in their lifecycle; there is no expectation that an organization must be demonstrating exceptional performance in all areas in order to receive funding support. However, the assessment criteria provide an objective framework within which the organization's overall performance can be considered, and form the basis for constructive feedback to the organization.

Criteria are grouped into three (3) categories:

- Program Quality (30%) – the quality of programs and services provided to the community, including the involvement of local artists or other relevant disciplines, distinctive or innovative initiatives, alignment and fulfillment of civic and organization objectives;
- Organizational effectiveness (30%) – sound governance and administration practices, financial health (i.e. realistic budgets with diversified sources of revenue), capacity for growth and adaptation, effective partner/collaborator;
- Community Engagement and Impact (40%) – demonstrated audience and public participation, community support, growth, contributions to the health and vitality of the cultural sector, learning opportunities for artists, audiences and participants, enhancing Kelowna's cultural profile.

Detailed criteria are listed in Schedule 1 of these Guidelines.

### **4.0 ASSESSMENT OF APPLICATIONS**

#### **4.1 *Independent Evaluation:***

Except as noted in Section 4.1.1 below, applications in this program are adjudicated by a Cultural Grant Panel of professional qualified peer and community representatives. Adjudication by panelists is independent and at arms length from the City of Kelowna.

Panelists are selected to participate based on their experience, merit and familiarity with grantmaking practice and the local arts, culture and heritage community. To the extent possible, the panel will reflect the diversity of the community at large and the range of disciplines and activities in the list of applicants.

Panelists who have a real or perceived conflict of interest regarding any application will be required to declare that such a conflict exists and will not participate in decisions relating to that application.

Cultural Services staff will be present as observers during the adjudication process, but will not be active participants.

The Cultural Grant Panel will, within 60 days of the application deadline, provide its recommendations to City staff. The panel's recommendations are final and will be presented by staff to Kelowna City Council in early February, 2018.

#### **4.1.1 Two-Tier Evaluation Process:**

Introduced in 2017, some applications will be diverted into a streamlined process, as follows:

- (a) all applications from first-time applicants in the General Operating Program, regardless of the grant amount requested, will complete a Regular Application Form and will be subject to independent evaluation by the Cultural Grant Panel;
- (b) returning applicants requesting a General Operating Grant of less than \$5,000 will complete a Condensed Application Form which will be reviewed by Cultural Services staff. The results of the staff review will be forwarded to the Director of the Active Living & Culture Division for final approval;
- (c) all other applicants will use the Regular Application Form and will be subject to independent evaluation by the Cultural Grant Panel.

#### **4.2 Notification:**

Applicants will receive written notification of evaluation results by early February, 2018. Notification will include feedback from the Grant Panel and/or City staff. All applicants are encouraged to meet with City staff to review the feedback.

#### **4.2.1 Request for Clarification/Request for Reconsideration**

Applicants who have submitted a Condensed Application Form for staff review pursuant to Section 4.1.1(b) and do not agree with the funding notification may request further clarification from staff, or if still in disagreement after clarification, may make a formal request for reconsideration by the Director of the Active Living & Culture Division. In the event of a formal request for reconsideration, the City may delay distribution of some or all of the funds in this program until all of the funding decisions have been resolved, and the Director's decision will be final.

#### **4.3 Fair Notice/Organization Development:**

Feedback from the Grant Panel and/or City staff may include recommendations for improvement to the organization's program quality, organizational effectiveness, or community engagement and impact.

Organizations returning to the General Operating Program in subsequent years will be required to demonstrate how they have responded to the feedback and worked to make the necessary improvements. This information is part of the Final Report.

Lack or insufficiency of response will be considered in future applications and may result in a reduction or withdrawal of support, or the imposition of conditions for future program eligibility.

Organizations receiving feedback or recommendations for improvement through review of their General Operating Grant application can formulate an organization development project and apply for an Organization Development Grant.

#### **4.4 Distribution:**

Following presentation of the staff report to City Council, applicants will receive a cheque and an accompanying confirmation letter detailing any terms and conditions, feedback or follow up items.

#### **4.5 Final Report:**

Successful applicants will provide a Final Report in a prescribed format to the Cultural Services Branch. Receipt of these reports is a pre-condition for future eligibility in any Cultural Services grant program. Final Reports are provided to the evaluation panel and form part of their assessment.

Final Reports for 2018 General Operating Grants must be submitted on or before November 2, 2018.

## 5.0 TIMELINE

A typical timeline appears in the table below. The timeline is subject to change.

Deadline	Appn Review	Notification	Council Report	Distribution	Final Report
Dec 1 2017	Jan 2018	Late Jan 2018	Early Feb 2018	By end Feb 2018	Nov 2 2018

## 6.0 CONDITIONS OF FUNDING

In addition to any specific terms and conditions which may arise from the annual review process, the conditions below will apply to any organization receiving funding from this program:

- Grant funds must be applied to current expenses and must not be used to reduce or eliminate accumulated deficits or to retroactively fund activities;
- The organization will make every effort to secure funding from other sources as indicated in its application;
- The organization will maintain proper records and accounts of all revenues and expenditures relating to its activities and, upon the City's request, will make all records and accounts available for inspection by the City or its auditors;
- If there are any changes in the organization's activities as presented in its application, Cultural Services must be notified in writing immediately and approve such changes;
- In the event that the grant funds are not used for the organization's activities as described in the application, they are to be repaid to the City in full. If the activities are completed without requiring the full use of the City funds, the remaining City funds are also to be returned to the City;
- The organization must acknowledge the financial assistance of the City of Kelowna on all communications and promotional materials relating to its activities, such as programmes, brochures, posters, advertisements, websites, news releases and signs. Acknowledgement is provided by using the City of Kelowna logo in accordance with prescribed standards;
- Receipt of a grant does not guarantee funding in the future.

## 7.0 CONFIDENTIALITY

All documents submitted by Applicants to the City become the property of the City. The City will make every effort to maintain the confidentiality of each application and the information contained therein except to the extent necessary to communicate information to staff and assessors for the purposes of evaluation, administration and analysis. The City will not release any of this information to the public except as required under the Province of British Columbia *Freedom of Information and Protection of Privacy Act* or other legal disclosure process.

## 8.0 CONTACT INFORMATION

Staff: Caroline Ivey  
 Address: 105 – 1014 Glenmore Drive  
 Kelowna, BC V1Y 4P2  
 Phone: (250) 469-8474  
 Hours: Monday – Friday, 8:30 a.m. to 4:30 p.m.  
 Email: [civey@kelowna.ca](mailto:civey@kelowna.ca)  
 Website: [kelowna.ca/culture](http://kelowna.ca/culture)



	<b>SCHEDULE 1 – DETAILED ASSESSMENT CRITERIA</b>
Program Quality 30%	Programs and services are well-organized.
	Programs and services are aligned with the organization's vision, mission and goals.
	Programs and services are aligned with the current goals of the General Operating Program.
	Programs and services are designed and delivered in response to community interest or need.
	Programs and services are distinctive, original, unique or innovative.
	Local artists and/or cultural workers with appropriate expertise and experience are involved in program design and delivery.
	Programs have evolved or are evolving to reflect changes in the community and in the sector as a whole.
	The organization has a way to gather feedback about its programs and services and regularly evaluates and improves its programs and services in response.
Organizational Effectiveness 30%	Revenue includes diverse sources of support, including public sector, private sector, individual donations, self-generated revenue and in-kind support.
	Sound financial and budgeting practices are in place with expenses aligned to realistic revenue projections.
	There is an appropriate balance between administrative and program-related costs to enable fulfillment of the organization's mission and objectives.
	There is evidence of a healthy overall financial position with adequate resources to support the organization's mission and goals.
	There is evidence of financial planning for revenue-diversification, program support or growth, and to support long-term goals and strategies.
	If in a deficit position, there are realistic and achievable plans to reduce the deficit and build working capital.
	Board membership provides appropriate expertise and relevant community representation to support the mission, goals, and strategies of the organization.
	The Board regularly reflects on its role and actively addresses challenges and opportunities which may influence the organization's policy, planning or direction.
	The organization has leveraged its human and financial resources by actively collaborating with other organizations to deliver programs or initiatives.
	There are clear and realistic goals with measurable actions and the required resources to implement them. They are linked to the mission, provide overall direction for the organization and drive day-to-day operations.
	There are appropriate positions and structures in place to support operations, programs or services and align with mission, goals and strategies.
Community Engagement and Impact 40%	There is evidence of demand and participation in the programs or services through quantifiable data including level of activity, attendance, participation, membership and volunteers.
	There is evidence of positive change or growth in demand and participation and/or in the quality or quantity of programs and services offered.
	There are effective strategies in place to create awareness of, build appreciation for, and drive participation in the organization and its programs or services.
	There are policies or practices and programs in place to eliminate barriers for people to participate in the organization and its programs or services.
	The organization actively provides learning opportunities for its audiences, participants and volunteers.

## 2018 Cultural Grants – Project Program GUIDELINES

Deadline: Friday, December 1, 2017 at 3:00 p.m. PST

These guidelines have been revised for 2018 – previous versions no longer apply.

NOTE: requests for support for organization development projects are governed by separate guidelines available [here](#).

If you have questions after reviewing these guidelines, you can obtain more information from Cultural Services staff. Please contact staff well in advance of the deadline:

Caroline Ivey  
(250) 469-8474  
[civey@kelowna.ca](mailto:civey@kelowna.ca)

Submit required materials by the deadline to:

2018 Project Grants  
City of Kelowna Cultural Services Branch  
Glenmore Office\*  
#105 – 1014 Glenmore Drive  
Kelowna, BC V1Y 4P2  
HOURS: Monday to Friday, 8:30 a.m. to 4:30 p.m.

*\*located at the corner of Mountain Avenue and Glenmore Drive*

## **CITY OF KELOWNA CULTURAL SERVICES BRANCH**

The City of Kelowna's Cultural Services Branch is part of the Active Living & Culture Division and it administers a number of programs and services to advance the vision and goals of Kelowna's Cultural Plan, the Official Community Plan and Cultural Policy 274.

### **VISION:**

A community which is thriving, engaging and inspiring.

### **GUIDING PRINCIPLES:**

- Accessibility, diversity and inclusion: lifelong access for all to cultural engagement and participation
- Accountability and fiscal responsibility: using municipal resources effectively and efficiently
- Innovation: being leaders in finding new solutions
- Optimizing value: generate more value and impact from existing resources
- Partnerships and collaboration: work with others to leverage energy, talent and resources

### **GOALS 2018:**

Cultural vitality:

- Foster cultural leadership and artistic excellence
- Integrate local heritage as part of cultural vitality
- Enhance cultural vitality at street level: make arts, culture and heritage more visible, particularly in urban centres, neighbourhoods and public spaces
- Increase the number of people who attend and participate in arts, culture and heritage offerings
- Build cultural citizenship and creative fitness: encourage individual expression and participation in arts, culture and heritage activity; youth engagement and arts education; outreach and creativity to reduce barriers to individual expression and participation.

Strengthening the cultural ecosystem:

- Capitalize on culture for tourism and the economy: activities and programs which promote and raise the cultural profile of Kelowna for both residents and visitors; contributing to a robust and dynamic creative economy through professional development and remunerated activity of artists and cultural workers;
- Connect the cultural community; use a collaborative approach to reach across disciplines and sectors to enhance operational effectiveness and delivery of impactful programs in the community.

Project Grants are one of many grant programs provided by Cultural Services and the City of Kelowna. Information about other grant opportunities is available on the [City's website](#): Home Page/City Hall/Council/Grants

At [Kelowna.ca](#), learn more about:

[Cultural Plan](#): Home Page/Residents/Arts, Culture & Heritage/Cultural Plan

[Official Community Plan](#): Home Page/Residents/City Planning/Community Plan

[Cultural Policy 274](#): Home Page/City Hall/Council/Policies

## 1.0 PROJECT PROGRAM OBJECTIVES AND DESCRIPTION

### 1.1 *Objectives:*

This program aims to provide assistance to non-profit organizations which provide festivals, events, or special projects which are publicly accessible, prominently feature arts, culture and heritage and are aligned with the City's cultural vision, principles and goals.

Organizations need not be from the arts, culture or heritage sector but must, through their application, demonstrate that their festival, event or project has an arts, culture or heritage focus.

Cultural facility operators or recipients of General or Professional Operating grants from the City of Kelowna are eligible to apply but must clearly demonstrate that their proposed project is outside the scope of their annual programs and services which are already supported by the City.

Grants are available for up to 50% of the total project cost, to a maximum of \$10,000. Project grants require matching support from other sources which is equal to or more than the amount provided by the City. Matching contributions may be cash or in kind and must be identified, even if not confirmed, in the application. Projects must be completed by December 31, 2018, unless alternate arrangements are made with City staff.

Support from this program acknowledges that new initiatives often need 'seed money' to get started. Grant funds can be used for:

- Venue rental and other venue related costs (tents, furniture, audio/visual/lighting and other equipment, technical/trade services)
- Material costs relating to design, production/fabrication and installation of new or original works, structures, sets or costumes relating to the project;
- Payment of fees and expenses for participating artists and cultural professionals;
- Design, production and distribution of original material in any medium which is suitable for a public audience, and does not contain commercial or advertising content (i.e. information brochures, interpretive signage, maps, video). Websites, promotional items (ads, posters, handbills) and directional signage are excluded.
- Fees for licenses, permits, insurance and security
- Costs of volunteer recruitment, training and support.

This program is not intended to be an ongoing source of support and the entrance of new applicants and projects into the program is a key objective. Beginning with the 2017 grant cycle, organizations will be limited to a maximum of three (3) grants from this program for the same project. An organization which has accessed this program three (3) times for the same project, regardless of the years in which support was provided, will no longer be eligible for support ***of that project***.

Applicants are strongly encouraged to ensure that arts, culture or heritage professionals are engaged in the project and compensated for their participation in accordance with sector standards.<sup>1</sup>

### 1.2 *Organization profile:*

Organizations participating in this program are Kelowna-based, established, non-profit organizations which have been incorporated and actively providing the majority of their public programs and services in Kelowna for at least one (1) year prior to the application deadline. They demonstrate an inclusive, diverse and welcoming approach in their operations and activities. They have sound governance and are fiscally responsible, with diverse sources of revenue and good recordkeeping practices.

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<sup>1</sup> Please refer to: American Federation of Musicians: [www.afm.org](http://www.afm.org); Canadian Actors Equity Association: [www.caea.com](http://www.caea.com); Canadian League of Composers: [www.clc-lcc.ca](http://www.clc-lcc.ca); Canadian Alliance of Dance Artists: [www.cadabc.org](http://www.cadabc.org); Professional Writers Association of Canada: [www.pwac.ca](http://www.pwac.ca); Canadian Artists Representation/Le front des artistes canadiens/CARFAC: [www.carfac.ca](http://www.carfac.ca).



The organization has a vision and a feasible plan and budget for the creation and delivery of a festival, event or project which has an arts, culture or heritage focus, has artistic or cultural leadership, and will be accessible and beneficial to Kelowna residents.

### **1.3 Eligibility:**

To participate in this program, the organization must:

- Be a registered non-profit society or a registered charity with the Canada Revenue Agency (CRA) and be registered for at least one (1) year at the time of the application deadline;
- Be physically located, have an active presence and have the majority of its programs and services delivered within the City of Kelowna for at least one (1) year at the time of the application deadline;
- Either solely, or in partnership with others, propose an initiative which is consistent with the vision, principles, goals and objectives of this program;
- Be committed to carrying out its initiative for the benefit of Kelowna residents without exclusion of anyone by reason of religion, ethnicity, gender, age, sexual orientation, language, disability or income;
- Have fulfilled all reporting requirements for any previous grants from the City of Kelowna;
- Have other revenue sources for the project;
- Have an independent Board of Directors composed of volunteers and representative of its mission and audience. Directors must:
  - Meet the minimum statutory requirements imposed by the relevant incorporation statute (i.e. *BC Societies Act*); and
  - Not be remunerated for their services as Director (except for reimbursement of reasonable expenses) nor hold concurrent staff positions.
- Submit a project budget;
- Provide independently prepared financial statements for the most recently completed fiscal year.

### **1.4 Ineligible organizations are:**

- Publicly funded or private educational institutions (public schools, universities, colleges, training organizations)
- Organizations whose mandates, operations and activities are not consistent with the program objectives, description and/or eligibility requirements
- Organizations which have outstanding indebtedness to the City of Kelowna or which have not fulfilled reporting requirements for any previous grants from the City of Kelowna
- Unincorporated committees, groups, collectives or individuals

### **1.5 Examples of eligible activities:**

a) Festival – an organized event which occurs over more than one day, incorporates an intensive level of planned activity into those days, and demonstrates established or potential audience support from a broad range of the community. Must have an arts, culture or heritage focus.

b) Event – an organized performance, gathering, activity or cluster of activities which occurs on a single day. Examples include activities which are to be delivered during 2018 Culture Days (September 28 to 30). Must have an arts, culture or heritage focus.

c) Project – a special initiative which may be one-time, with clear start and end dates and identified outcomes. Examples include new or unique collaborations, creation of new work, publications, artist residencies, workshops or conferences, or other time-bound initiatives which have discrete budgets, plans and sources of support. Must have an arts, culture or heritage focus.

d) Art – includes any artistic discipline - Aboriginal arts, community arts, dance, interdisciplinary, literary, media, multidisciplinary, music, theatre, visual arts.

e) Heritage – includes events, materials, communications and/or services which interpret and convey the human history of Kelowna and/or foster preservation, stewardship, and public interpretation and appreciation of heritage knowledge, assets, collections and sites.

f) Culture – includes public education, programs, events or services focused on awareness, appreciation and celebration of Aboriginal and other ethno-cultural heritage, including language, traditions and artforms.

**1.6 Ineligible activities are:**

- Projects without a central artistic, cultural or heritage focus
- Projects which do not engage artists and/or cultural workers in a leadership role
- Trade shows
- Fundraising
- Projects which already receive financial or in kind support (including site provision) from other City of Kelowna sources, including City of Kelowna Outdoor Event Offset Grants
- Organization start-up costs or ongoing operating or administration expenses
- Costs of décor, food, beverage and purchased advertising
- Retroactive funding for events which have already occurred
- Deficit reduction
- Bursaries or scholarships
- Construction, renovation, property purchase or major equipment purchases
- Development of capital proposals or feasibility studies
- Activities focused on sports, politics, education, religion, social service or healthcare.

**2.0 APPLICATION PROCESS**

Due to the nature of the eligibility criteria for this program, application forms are available only through the Cultural Services office and will not be published on-line. Please contact Caroline Ivey, (250) 469-8474, [civey@kelowna.ca](mailto:civey@kelowna.ca) to discuss eligibility for this program and obtain more information.

Organizations considering submission of an application are encouraged to do the following well in advance of the application deadline:

- Review these guidelines
- Contact City staff for more information
- Attend a grant information workshop in October 2017
- Prepare a draft application and have it reviewed by City staff or a knowledgeable advisor

Eligible applicants will deliver the application form and required support materials by the program deadline, 3 p.m. PST, Friday, December 1, 2017 to:

2018 Project Grants  
City of Kelowna Cultural Services Branch  
Glenmore Office\*  
#105 – 1014 Glenmore Drive  
Kelowna, BC V1Y 4P2

HOURS: Monday to Friday, 8:30 a.m. to 4:30 p.m.

*\*located at the corner of Mountain Avenue and Glenmore Drive*

NOTE: Applications will be accepted through Canada Post mail provided that they are received prior to the deadline.

Applications will not be accepted by email.

Incomplete or late applications will not be accepted. Receipt of a complete application prior to the deadline does not guarantee funding. Obtaining a grant is a competitive process and demand exceeds available resources.

### **3.0 ASSESSMENT CRITERIA**

The criteria listed below and in Schedule 1 represent 'good' practices for project development and delivery. Assessment will be based on the degree to which organizations meet the criteria, based on the information they provide. All organizations and projects are unique; there is no expectation that an organization must be demonstrating exceptional performance in all areas in order to receive funding support. However, the assessment criteria provide an objective framework within which the project's feasibility and impact can be considered, and form the basis for constructive feedback to the organization.

Criteria are grouped into three (3) categories:

- Quality of Proposed Project (30%) – distinctive or innovative initiative, qualifications and experience of artistic/cultural leadership, type and depth of arts, culture or heritage features, extent to which initiative fosters dialogue, learning, reflection, awareness, new perspectives, or celebration of Kelowna's cultural identity and community, alignment with and fulfillment of civic objectives
- Feasibility of Proposed Project (30%) – realistic budget which reflects reasonable revenues and expenses, evidence of community support, diverse revenue sources, planning and management expertise to realize the project, involvement of committed collaborators or partners, a realistic timeline for completion of the project by year end
- Impact of Proposed Project (40%) – anticipated attendance/participation, demographics and reach of anticipated attendance/participation, clearly articulated objectives and outcomes for the project, how the success of the project will be evaluated, potential to attract a non-resident audience, sensitivity to and mitigation of environmental impacts, education/learning opportunities, legacy potential of project

Detailed criteria are listed in Schedule 1 of these Guidelines.

### **4.0 ASSESSMENT OF APPLICATIONS**

#### **4.1 Independent Evaluation:**

Except as noted in Section 4.1.1 below, applications in this program are adjudicated by a Cultural Grant Panel of professional qualified peer and community representatives. Adjudication by panelists is independent and at arms length from the City of Kelowna.

Panelists are selected to participate based on their experience, merit and familiarity with grantmaking practice and the local arts, culture and heritage community. To the extent possible, the panel will reflect the diversity of the community at large and the range of disciplines and activities in the list of applicants.

Panelists who have a real or perceived conflict of interest regarding any application will be required to declare that such a conflict exists and will not participate in decisions relating to that application.

Cultural Services staff will be present as observers during the adjudication process, but will not be active participants.

The Cultural Grant Panel will, within 60 days of the application deadline, provide its recommendations to City staff. The panel's recommendations are final and will be presented by staff to Kelowna City Council in early February, 2018.

#### **4.1.1 Two-Tier Evaluation Process:**

Introduced in 2017, some applications will be diverted into a streamlined process, as follows:

- a) all applications from first-time applicants in the Project Program, regardless of the grant amount requested, will complete a Regular Application Form and will be subject to independent evaluation by the Cultural Grant Panel;
- b) returning applicants requesting a Project Grant of less than \$3,500 for continuation of previously funded projects will complete a Condensed Application Form which will be reviewed by Cultural Services staff. The results of the staff review will be forwarded to the Director of the Active Living & Culture Division for final approval;
- c) all other applicants will use the Regular Application Form and will be subject to independent evaluation by the Cultural Grant Panel.

#### **4.2 Notification:**

Applicants will receive written notification of evaluation results by early February, 2018. Notification will include feedback from the Grant Panel and/or City staff. All applicants are encouraged to meet with City staff to review the feedback.

##### **4.2.1 Request for Clarification/Request for Reconsideration**

Applicants who have submitted a Condensed Application Form for staff review pursuant to Section 4.1.1(b) and do not agree with the funding notification may request further clarification from staff, or if still in disagreement after clarification, may make a formal request for reconsideration by the Director of the Active Living & Culture Division. In the event of a formal request for reconsideration, the City may delay distribution of some or all of the funds in this program until all of the funding decisions have been resolved, and the Director's decision will be final.

#### **4.3 Distribution:**

Following presentation of the staff report to City Council, applicants will receive a cheque and an accompanying confirmation letter detailing any terms and conditions, feedback or follow up items.

#### **4.4 Final Report:**

Successful applicants will provide a Final Report in a prescribed format to the Cultural Services Branch. Receipt of these reports is a pre-condition for future eligibility in any Cultural Services grant program. Final Reports are provided to the evaluation panel and form part of their assessment.

Final Reports for 2018 Project Grants must be submitted within 60 days of completion of the project. If the applicant intends to apply for support in 2019, a Final Report for the 2018 project must be provided prior to the 2019 grant deadline.

## **5.0 TIMELINE**

A typical timeline appears in the table below. The timeline is subject to change.

Deadline	Appn Review	Notification	Council Report	Distribution	Final Report
Dec 1 2017	Jan 2018	Late Jan 2018	Early Feb 2018	By end Feb 2018	Within 60 days of completion or prior to 2019 deadline



## 6.0 CONDITIONS OF FUNDING

In addition to any specific terms and conditions which may arise from the annual review process, the conditions below will apply to any organization receiving funding from this program:

- Grant funds must be applied to current expenses and must not be used to reduce or eliminate accumulated deficits or to retroactively fund activities;
- The organization will make every effort to secure funding from other sources as indicated in its application;
- The organization will maintain proper records and accounts of all revenues and expenditures relating to its activities and, upon the City's request, will make all records and accounts available for inspection by the City or its auditors;
- If there are any changes in the organization's activities as presented in its application, Cultural Services must be notified in writing immediately and approve such changes;
- In the event that the grant funds are not used for the organization's activities as described in the application, they are to be repaid to the City in full. If the activities are completed without requiring the full use of the City funds, the remaining City funds are also to be returned to the City;
- The organization must acknowledge the financial assistance of the City of Kelowna on all communications and promotional materials relating to its activities, such as programmes, brochures, posters, advertisements, websites, news releases and signs. Acknowledgement is provided by using the City of Kelowna logo in accordance with prescribed standards;
- Receipt of a grant does not guarantee funding in the future.

## 7.0 CONFIDENTIALITY

All documents submitted by Applicants to the City become the property of the City. The City will make every effort to maintain the confidentiality of each application and the information contained therein except to the extent necessary to communicate information to staff and assessors for the purposes of evaluation, administration and analysis. The City will not release any of this information to the public except as required under the Province of British Columbia *Freedom of Information and Protection of Privacy Act* or other legal disclosure process.

## 8.0 CONTACT INFORMATION

Staff: Caroline Ivey  
Address: 105 – 1014 Glenmore Drive  
Kelowna, BC V1Y 4P2  
Phone: (250) 469-8474  
Hours: Monday – Friday, 8:30 a.m. to 4:30 p.m.  
Email: [civey@kelowna.ca](mailto:civey@kelowna.ca)  
Website: [kelowna.ca/culture](http://kelowna.ca/culture)

	<b>SCHEDULE 1 – DETAILED ASSESSMENT CRITERIA</b>
Project Quality 30%	The project has a central arts, culture or heritage idea or theme which is clearly articulated.
	The project is aligned with the applicant's core mission.
	The project is aligned with program objectives, vision, principles and goals.
	The project is a unique or distinctive addition to Kelowna's cultural identity and community.
	There is qualified artistic and/or cultural leadership for the project.
	The project provides for public engagement in the central idea or theme.
	If the applicant receives operating support from the City of Kelowna, the project is clearly distinct and separate from the applicant's normal programs and services already supported by the City.
Project Feasibility 30%	The project is well-organized.
	Artistic and cultural leadership is appropriately engaged and compensated.
	The organization has sufficient human and cash resources to support the project and the project budget.
	There is a realistic and achievable timeline for completion of the project by the end of 2018.
	The project budget reflects diverse sources of revenue, including earned revenue and community support.
	The proposed use of grant funds is consistent with the program objectives and description.
	The project budget reflects a reasonable balance between administrative and production costs for the project.
	Current letters of project support have been provided by named partners and collaborators.
	The applicant has strategies in place to create awareness of, build appreciation for and drive participation in the project.
	Matching requirements of the program have been met.
Project Impact 40%	There is evidence of demand, need or an audience for the project.
	The project has the potential to engage new or underserved audiences.
	The applicant has identified specific, measurable outcomes for the project.
	The applicant has determined how the success of the project will be evaluated.
	The applicant has identified strategies to eliminate barriers for people to participate in the project.

## Terms of Reference – Cultural Grant Panel

### Candidate Profile

The Panel consists of up to 12 members who:

- Are Kelowna residents
- Have fulfilled the application and eligibility requirements
- Have an interest in arts, culture and heritage
- Have expertise that includes but is not limited to:
  - Education, training and work experience in one or more arts disciplines or heritage; or
  - Education, training and work experience in other occupations such as law, business, accounting, or administration.
- Familiarity with the not-for-profit sector, policy development, public sector funding, grant adjudication, municipal government and general issues related to arts and heritage are assets.

### Ineligibility

A person will not be eligible to be a Panel member for the General Operating or Project programs or any other program if he or she:

- Is a member of the Board of Directors for any organization applying for funding in said program(s);
- Is a paid or unpaid staff member of any organization applying for funding in said program(s); or
- Has, directly or indirectly, any interest in a contract with or for an organization applying for funding in said program(s).

Guidelines governing conflict of interest during the adjudication process are provided during the Panel orientation.

### Role of the Panel

Members of the Panel make recommendations to the City of Kelowna Cultural Services Branch for grants to organizations through the following funding programs:

- General Operating Grants (one intake per year)
- Project Grants (one intake per year)
- Other programs as may be determined by CSB from time to time.

Formulation of grant recommendations is based on:

- A review of the application and support materials provided by the applicant;
- Consideration of the applicant's Final Report(s) from the previous year(s);
- Completion of a scoring matrix based on the criteria in the program guidelines;
- Comments, staff notes and the Panel roundtable discussion.

The Panel provides its funding review and recommendations independently and at arms length from the City of Kelowna. City of Kelowna staff function as information resources for the Panel, but are not active participants in the adjudication process. Roundtable meetings of the Panel are facilitated by the Central Okanagan Foundation.

### Term

To build continuity and experience, Panel members are encouraged to serve for at least two consecutive grant cycles over a two-year period. Longer service is welcomed, up to a maximum of 4 grant cycles (consecutive or intermittent).

Time and skillset permitting, Panel members may be involved in evaluating applications in more than one program per grant cycle.

### Selection

Selection of Panel members will be based on staff review and final approval by the Division Director of Active Living & Culture.

### Typical Grant Cycle

PHASE ONE Oct-Dec Application Intake	PHASE TWO Nov-Jan Grant Panel & Adjudication	PHASE THREE Jan-Feb Grant Awards & Distribution
Guidelines and application forms (available early Oct)	Panel member recruitment (Nov)	Staff contact all applicants (late Jan/early Feb)
Public workshops (mid-Oct)	Panel orientation (mid Dec)	Staff report to Council re: grant awards (early Feb)
Staff support for applicants (Oct/Nov)	Panel independent application review (Dec-Jan)	Follow up with applicants (Feb)
Application deadline (early Dec)	Panel roundtable to decide on grant awards (mid-Jan)	Grant awards paid to recipients by end of February

### Time Commitment

- Panel orientation (mid Dec) – 2 hours per program
- Independent review of applications (Dec/Jan)– 60 to 90 minutes per application, including preparation of scorecard and comments.
- Roundtable meeting – 4 to 5 hours per program, depending on the number of applications

### Remuneration

In order to attract and retain qualified Panel members, CSB will provide the following compensation to Panel members:

- A reading fee of \$25 per application reviewed and scored; and
- \$125 per diem for full attendance at a Roundtable meeting.

There is no remuneration for time or expenses incurred in the application or orientation process.



<b>SUMMARY OF PROGRAM ACTIVITY – GENERAL OPERATING &amp; PROJECT PROGRAMS</b>
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YEAR	DETAILS	GENERAL OPERATING	PROJECT
<b>2011</b>	\$ available	\$110,000	\$70,000
	# of applications	21	22
	\$ requested	\$177,700	\$134,825
	# of grant awards	16	12
	\$ total awards	\$95,200	\$70,000
<b>2012</b>	\$ available	\$110,000	\$70,000
	# of applications	20	24
	\$ requested	\$186,370	\$141,488
	# of grant awards	18	17
	\$ total awards	\$110,000	\$70,000
<b>2013</b>	\$ available	\$111,500	\$65,000
	# of applications	22	17
	\$ requested	\$190,900	\$100,457
	# of grant awards	17	13
	\$ total awards	\$111,235	\$65,000
<b>2014</b>	\$ available	\$110,000	\$65,000
	# of applications	17	16
	\$ requested	\$133,800	\$107,407
	# of grant awards	15	10
	\$ total awards	\$102,300	\$51,550
<b>2015</b>	\$ available	\$109,300	\$70,000
	# of applications	19	18
	\$ requested	\$160,500	\$119,210
	# of grant awards	15	15
	\$ total awards	\$109,300	\$70,000
<b>2016</b>	\$ available	\$109,300	\$55,000 (\$15K to Org Dev't)
	# of applications	15	12
	\$ requested	\$132,250	\$80,713
	# of grant awards	15	10
	\$ total awards	\$104,300 <sup>1</sup>	\$47,888 (\$7,112 to Org Dev't)
<b>2017</b>	\$ available	\$114,300 <sup>2</sup>	\$65,000 <sup>3</sup>
	# of applications	17	17
	\$ requested	\$167,000	\$120,836
	# of grant awards	17	13
	\$ total awards	\$114,300	\$65,000

<sup>1</sup> The remaining \$5,000 will be carried over into the 2017 budget and added to the 2017 funding envelope.

<sup>2</sup> \$5,000 carry-over from 2016 was added to the 2017 budget

<sup>3</sup> \$55,000 plus \$10,000 for one-time C150 projects



# 2018 Cultural Grants

October 2, 2017



# Overview

- ▶ Three programs included:
  - ▶ Professional Operating
  - ▶ General Operating
  - ▶ Project
- ▶ No program changes for 2018
- ▶ Cultural Grant Panel successfully piloted in 2017 and will continue in 2018

# Professional Operating Program

- ▶ \$140,000 available
- ▶ Four organizations currently eligible
- ▶ No program changes proposed for 2018
- ▶ Staff review and report with recommendations February 2018
- ▶ Program funding and eligibility for new entrants will be reviewed for 2019 intake



# General Operating Program

- ▶ Two-tier evaluation
- ▶ Returning applicants seeking less than \$5,000 will be reviewed by staff
- ▶ All other applications reviewed by independent panel
- ▶ \$109,300 available



# Project Program



- ▶ Two-tier evaluation
- ▶ Returning projects seeking less than \$3,500 will be reviewed by staff
- ▶ All other applications reviewed by independent panel
- ▶ 3 year limit in effect
- ▶ \$55,000 available

# Cultural grant panel

- ▶ 12 panelists recruited through public call
  - ▶ 10 returning for 2018 intake
- ▶ City and COF provide orientation
- ▶ Panelists provide arms-length review
- ▶ COF facilitates and documents roundtable
- ▶ Panelists receive reading fees and per diem

# Information workshops

- ▶ Wednesday, October 11
- ▶ At Rotary Centre for the Arts
- ▶ Free to attend - pre-registration requested

#1 Weds. Oct. 11 / 2:00 to 4:00 p.m.

#2 Weds. Oct. 11 / 5:00 to 7:00 p.m.

Register on-line at [kelowna.ca](http://kelowna.ca)  
or call 250-469-8800





## *Questions?*

For more information, visit [kelowna.ca](http://kelowna.ca).

# Report to Council



**Date:** October 2, 2017

**File:** 0610-01

**To:** City Manager

**From:** Utility Services Manager

**Subject:** Amendment No. 35 to Sewerage System User Bylaw No. 3480

Report Prepared by: Ed Hoppe, Water Quality & Customer Care Supervisor

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## **Recommendation:**

THAT Council receives, for information, the Report from the Utility Services Manager dated September 18, 2017 regarding amendments to the Sewerage System User Bylaw to incorporate changes to the sanitary sewer credit program;

AND THAT Bylaw No. 11439, Amendment No. 35 to Sewerage System User Bylaw No. 3480, be forwarded for reading consideration;

AND THAT Council authorizes the City to enter into a Sanitary Sewerage Agreement with the University of British Columbia Okanagan (UBCO) in the form attached to the Report of the Utility Services Manager dated October 16, 2017;

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

## **Purpose:**

To amend the City of Kelowna's Sewerage System User Bylaw in order to allow the City to charge the University of British Columbia Okanagan (UBCO) a volumetric sanitary sewer rate based on the metered volume of discharge instead of the volume of water delivered to the property. And to increase the authority of the Utility Manager to accommodate the occasional variance to the Sewer Credit program within the bylaw.

**Background:**

Commercial sanitary customers are charged for the use of the sanitary system based on the meter reading of the incoming Utility water. Sanitary bills are calculated assuming that all the water entering the site is subsequently discharged to sanitary unless there is water use on property that does not discharge to sanitary i.e. irrigation or beverage manufacturing. Consumptive uses that do not return to sewer are typically measured by a sewer credit meter (deduct meter) and that measured volume is deducted from the sanitary sewer charges.

UBCO conducted a water usage study that examined the volume of incoming water, provided by the Glenmore Ellison Improvement District, relative to the sewer discharge and found that only 60% of their water is disposed of to the sanitary system. UBCO approached the City of Kelowna to consider installing multiple deduct meters on site for their irrigation systems to more accurately reflect the lower volume of water discharged to sanitary. This is consistent with our current Bylaw. After examining the state of their total irrigation system, it was noted that due to the manner in which the irrigation infrastructure was built over various phases, it would not be practical to install, read, and calculate the 25 + deduct meters needed to measure their irrigation consumption. Standard City of Kelowna policy is to approve only one point of connection for irrigation credit metering.

An alternative proposal involves a direct measurement and calculation of their sanitary sewer charges based on a flow meter installed in the path of sanitary sewage being discharged. The sanitary sewer meter would measure the actual volume flowing from the property into the City of Kelowna collection system.

In order to fairly and equitably charge UBCO for actual sanitary usage, staff are recommending that a bylaw amendment allowing the utility to charge sanitary sewer rates based on volume measured by a sanitary sewer meter as the most practical option.

Due to the unique nature of the University infrastructure, the approach of sanitary billing from a sanitary meter would be an exception specifically applied for UBCO and is not intended to be applied to any other commercial or residential customer. It would not be practical or cost effective to consider installing sanitary meters for all Utility customers.

Several alternate arrangements were considered for application of sanitary billing rates for UBCO:

1. Applying a rate reduction equivalent to ~40% difference between water delivered to premise relative to volume of sanitary leaving the property. This is not ideal as it is presumptive, can fluctuate over time, and accuracy is not assured for either party. This would still result in a revenue reduction and would be a deviation from existing billing calculations.
2. No modifications to existing policy or bylaw. This does not follow the practice of fair and equitable billing for sanitary services provided in this instance.

3. Require that UBCO reconfigure and consolidate their irrigation system to reduce the number of credit meters required for billing purposes. This has already been considered and due to the nature of the irrigation infrastructure, this would be complex and costly to undertake on behalf of UBCO. Considering that provincial tax dollars support post secondary institution expenses, it is felt that this is not in the best interest of taxpayers.

In regards to the change in wording to Section 11 of the bylaw, additional approval flexibility is requested for the Utility Manager related to how sanitary credit calculations are accepted for circumstances that cannot be currently captured by the existing credit metering system as defined by Bylaw.

For example, two larger breweries in Kelowna have applied to have the volume of water used for product production and bottling be exempt for sanitary charges. Since the water consumed for this purpose is not returning to the City sanitary collection system, a form of sanitary credit would be considered fair and equitable. However, due to the configuration of the current water systems in these facilities and the complexity of plumbing for bottling, a traditional credit meter is not considered a practical method of calculating the credit amount due. In place of this, there are currently written agreements that accepts the submission of monthly federal excise tax receipts by the breweries, which indicate the volume of brew that is bottled and shipped off-site. This amount is deducted from the consumption calculation and subsequently reflected in the sanitary bill.

This practice is not currently captured in the sewerage user bylaw and therefore additional authority language is requested to have the Utility Manager thoroughly evaluate and either deny or approve submitted, alternate credit processes that are consistent with the language and intent of the sewer credit program.

#### **Internal Circulation:**

Utility Services Manager  
Divisional Director, Financial Services  
Revenue Supervisor  
Communications Supervisor

#### **Financial/Budgetary Considerations:**

Based on actual sanitary usage, there would be a reduction in the Utility revenue received from UBCO in the amount of approximately \$10,000 for the remainder of 2017 and \$50,000/year subsequently (from \$130,000 billed in 2016). This aligns with City policies that strives to provide fair billing practices with Utility services rendered.



**Considerations not applicable to this report:**

**Legal/Statutory Authority:**

**Legal/Statutory Procedural Requirements:**

**Existing Policy:**

**Personnel Implications:**

**External Agency/Public Comments:**

**Communications Comments:**

**Alternate Recommendation:**

Submitted by:

K. Van Vliet, Utility Services Manager

**Approved for inclusion:**

A square box containing a handwritten signature in blue ink, which appears to be 'J. Creron'.

J. Creron, Deputy City Manager.

CC:

Cross Connection Control Program Coordinator

## **SANITARY SEWERAGE METERING AGREEMENT**

This Agreement having an effective date of October 16, 2017

### **BETWEEN:**

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

(the “City”)

### **AND:**

**THE UNIVERSITY OF BRITISH COLUMBIA**  
6328 Memorial Road  
Vancouver, British Columbia  
V6T 1Z2

(“UBC”)

### **WHEREAS:**

A. UBC currently owns certain sanitary sewer metering equipment which is further described in the document attached hereto as Schedule “A” (the “Meter”) and is currently located in the area marked as “New Location” shown on the diagram attached as Schedule “B”.

B. The City wishes to obtain the Meter from UBC and UBC has agreed to transfer the Meter to the City, subject to the City amending City of Kelowna Bylaw No. 3480 to provide for UBC to be billed based upon actual sewer volume flowing from the property owned by UBC and recorded on the Meter in accordance with the City updated sewerage system user bylaw.

Now therefore the parties agree that, in consideration of the mutual promises made in this Agreement, the sufficiency of which is hereby acknowledged, that:

#### **1. Relocation of Meter**

1.1 UBC relocated the Meter to the New Location and represents and warrants to the City that the installation of the Meter in the New Location is consistent with the manufacturer’s requirements and with the installation and design details shown in Schedule “C”.

1.2 UBC has obtained certification by a professional engineer that the Meter is in good working order, calibrated and ready for use.

1.3 UBC shall have the new Meter ready for use in the New Location and shall provide the City with a copy of the professional engineer’s certification required on the effective date hereof.

## **2. Transfer**

2.1 UBC agrees to transfer to the City effective on October 16, 2017 the Meter free and clear of all encumbrances for the purchase price of \$1.00.

## **3. Covenants**

3.1 Throughout the term of this Agreement, the City shall be responsible for the replacement, repair, maintenance, and calibration of the Meter, after UBC has fulfilled its requirements described at clause 1.2, and shall recover the cost associated with these obligations as part of the fixed billing rate under Bylaw No. 3480, as amended.

3.2 UBC shall collect and send the data from the Meter to the City on a monthly basis. It is the City's intent to obtain sanitary meter readings directly in the future using Scada interface at which time the requirement for having UBC issue the meter readings will no longer apply.

## **4. Use**

4.1 The City acknowledges and confirms that it will only use the Meter for the purpose of metering the sewage waste from the campus lands which are legally described as Lot A Sections 10 and 11 Township 23 Osoyoos Division Yale District Plan KAP87188 Except Part of Plan EPP57644 and EPP53655 (the "Campus Lands").

## **5. License**

5.1 UBC, on the terms set forth herein, hereby grants to the City, its officers, servants, employees, contractors and agents a non-exclusive license (the "License") to enter the Campus Lands for the purpose of providing ingress and egress for the City's vehicles, equipment and personnel to and from the Meter for the purpose of reading, maintaining, inspecting, and replacing the Meter.

5.2 The City agrees to limit its use of this License wherever possible and acting reasonably to utilize existing roadways to access the Meter and in the event access to the Meter is not available over existing roadways, then the City shall access the Meter in such manner which is the least disruptive to UBC's activities on the Campus Lands and to the environment and to the landscaping on the Campus Lands.

5.3 The City shall pay to UBC, a license fee of One Dollar (\$1.00) for the term of this Agreement which is payable on the signing of this Agreement by the City, the receipt and sufficiency of which UBC hereby acknowledges.

5.4 UBC covenants with the City not to do or permit to be done any act which might interfere or obstruct access to the Meter for the City's use permitted herein.

5.5 The City acknowledges and agrees that the License herein shall not entitle the City to

exclusive possession of the Campus Lands or any portion thereof and further covenants and agrees not to interfere with the activities of any other person on the Campus Lands under any prior or subsequent license or other right granted by the UBC.

5.6 The parties hereto acknowledge, that the License granted to the City herein is a license only and shall not, under any circumstances, constitute a partnership, lease or joint venture between the parties.

5.7 The City covenants with UBC:

- (a) not to commit or suffer any willful or voluntary waste, spoil or destruction on the Campus Lands or do suffer to be done thereon anything that may be or become a nuisance or annoyance to UBC or the owners or occupiers of adjoining lands; and
- (b) to indemnify, save harmless, release and forever discharge UBC from and against all manner of actions, causes of action, claims, debts, suits, damages, demands and promises, at law or in equity, whether known or unknown, including without limitation, for injury to persons or property, including death, or any person directly or indirectly arising or resulting from, or attributable to, any act, omission, negligence or default of the City in connection with or in consequence of this license described in this clause 5 save and to the extent caused by any act, omission, negligence or default of UBC.

## **6. Future Relocation**

6.1 UBC may at any time during the term hereof and at its sole cost and expense relocate the Meter upon 60 days' written notice to the City to a different location on the Campus Lands provided that:

- (a) UBC is responsible to move and reinstall the Meter to a point downstream of any connection or potential connection leaving the Campus Lands and to the specifications set by a professional engineer; and
- (b) after the relocation UBC is responsible to obtain certification from a professional engineer that the Meter is in good working order and ready for use.

## **7. Termination**

7.1 This Agreement shall terminate upon 60 days' written notice of termination by one party to the other party.

## **8. General**

8.1 **Notices.** Any notices with respect to this Agreement will be in writing and will be effective given on the following date of being delivered by courier, in person or by fax to the party at the address(es) and fax numbers set out below:



To UBC:

The University of British Columbia  
Office of the University Counsel  
Old Administration Building  
6328 Memorial Road Vancouver, BC V6T 1Z2  
Attention: University Counsel

Telephone: 604-822-0687  
Fax: 604-822-8731

To City:

The City of Kelowna  
1435 Water Street  
Kelowna, British Columbia  
V1Y 1J4

Attention: \_\_\_\_\_

Telephone: \_\_\_\_\_  
Fax: \_\_\_\_\_

8.2 **Further Assurances.** Each of the parties will at all times and from time to time and upon reasonable request do, execute and deliver all further assurances, acts and documents for the purpose of evidencing and giving full force and effect to the covenants and agreements in this Agreement.

8.3 **Enurement.** This Agreement will enure to the benefit of and be binding upon the heirs, executors, administrators, legal and personal representatives, successors and permitted assigns of the parties, as applicable.

8.4 **Headings.** The headings appearing in this Agreement have been inserted for convenience of reference only and in no way define, limit, or enlarge the scope or meaning of the provisions of this Agreement.

8.5 **Counterparts.** This Agreement may be executed in several counterparts, each of which will be deemed to be an original and all of which will together constitute one and the same instrument. The execution of this Agreement will not become effective until all counterparts have been executed by all the parties to this Agreement. A copy of this Agreement delivered by facsimile or other electronic means and bearing a copy of the signature of a party to this Agreement shall for all purposes be treated and accepted as an original copy thereof.

8.6 **Recitals and Schedules.** The recitals and schedules form a part of this Agreement and are fully incorporated herein by this reference.

Signed by the City this 16<sup>th</sup> day of October, 2017.

**CITY OF KELOWNA**

Per: \_\_\_\_\_  
Authorized Signatory

Per: \_\_\_\_\_  
Authorized Signatory

Signed by UBC this 16<sup>th</sup> day of October, 2017.

**THE UNIVERSITY OF BRITISH  
COLUMBIA**

Per: \_\_\_\_\_  
Authorized Signatory

Per: \_\_\_\_\_  
Authorized Signatory

SCHEDULE "A"

**FLO-DART™  
CALIBRATION CERTIFICATE**

Model: 4000

Sensor Serial No.: 002A26900605

	Actual	Measured
Level	Min. <u>9.00</u> in.	<u>8.98</u> in.
	Max. <u>48.00</u> in.	<u>47.97</u> in.

Tolerance ± 0.10 in. + 1% of reading

	Actual	Measured
Pressure	Min. <u>0.0</u> in.	<u>0.0</u> in.
	Max. <u>40.0</u> in.	<u>40.0</u> in.

Tolerance ± 0.4 in.

**Velocity (Calibration Not Required)**

Calibration Technician: 4790

Date: 10/8/2014

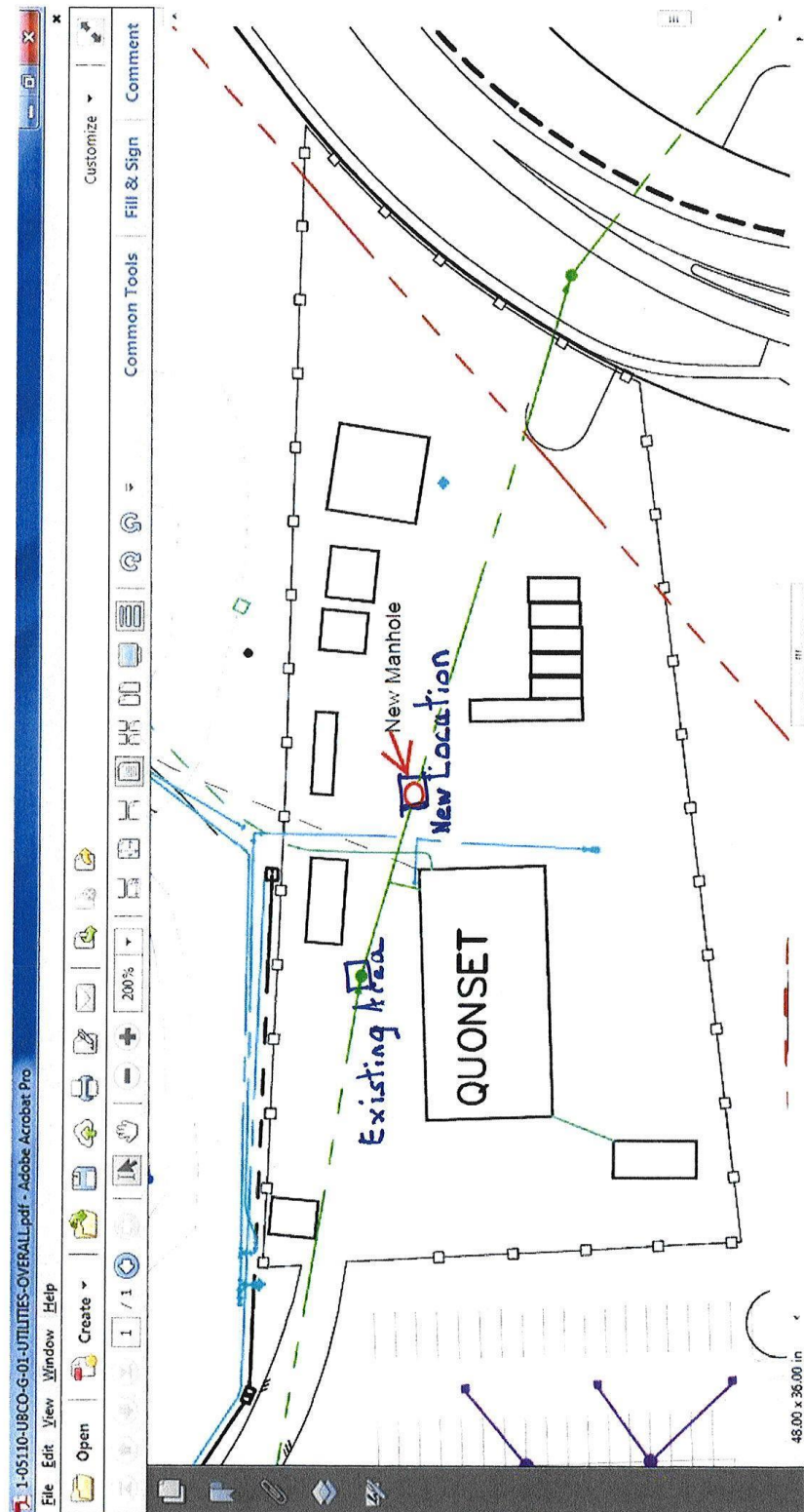
Calibration is traceable to the National Institute of Standards and Technology (NIST), Gaithersburg, MD. For product information, service or calibration, please contact the Customer Service Department.



PO Box 389, Loveland, CO 80539-0389  
(970) 669-3050 • (800)-227-4224 • FAX (970) 669-2932  
[www.hach.com](http://www.hach.com)

P/N: 101004001

SCHEDULE "B"







# CITY OF KELOWNA

## BYLAW NO. 11439

### Amendment No. 35 to Sewerage System User Bylaw No. 3480

The Municipal Council of the City of Kelowna, in open meeting assembled, enacts that the City of Kelowna Sewerage System User Bylaw No. 3480 be amended as follows:

1. THAT Section 5 (1) be amended by deleting the following and renumbering subsequent subparagraphs:

"5 (1) Commercial Users that have a City of Kelowna metered water supply shall pay a monthly or bi-monthly base rate plus a consumption charge for the use of the sewerage system calculated on the quantity of water delivered to the premises at the following rate for each one (1) cubic meter:"

And replace it with:

- "5 (1) Commercial Users that have a City of Kelowna metered water supply shall pay a monthly or bi-monthly base rate plus a consumption charge for the use of the sewerage system calculated on the quantity of water delivered to the premises at the following rate for each one (1) cubic meter:

	<b>Effective May 2017</b>	<b>Effective May 2018</b>
Metered base rate per month	\$11.14	\$11.36
Bi-Monthly	\$22.28	\$22.72
Consumption charge	\$0.92/m <sup>3</sup>	\$0.94/m <sup>3</sup>

- (2) The property at 3176-3348 University Way, Kelowna BC (UBCO) shall pay a monthly or bi-monthly charge for the use of the sewerage system calculated on the metered quantity of sewage discharged from the premises at the following rate table:

	<b>Effective October 2017</b>	<b>Effective May 2018</b>
Metered base rate per month	\$261.14	\$261.36
Bi-Monthly	\$522.28	\$522.72
Consumption charge	\$0.92/m <sup>3</sup>	\$0.94/m <sup>3</sup>

2. AND THAT Section 11 be deleted that reads:

"11. Where Industrial / Commercial / Institutional users make a consumptive use of water which is not returned to the Sanitary Sewer system, and they meet the conditions established in Section 12, they may apply for adjustment of the monthly charges made under this bylaw by providing evidence by measuring the consumptive use that is not returned to the Sanitary Sewer system through the use of a Sewer Credit meter satisfactory to the Utility Manager."

And replaced with:

"11. Where Industrial / Commercial / Institutional users make a consumptive use of water which is not returned to the Sanitary Sewer system, and they meet the conditions established in Section 12, they may apply for adjustment of the monthly charges made under this bylaw by providing evidence by measuring the consumptive use that is not returned to the Sanitary Sewer system through the use of a Sewer Credit meter or alternate acceptable means satisfactory to the Utility Manager."

3. This bylaw may be cited for all purposes as "Bylaw No.11439, being Amendment No. 35 to Sewerage System User to Bylaw No. 3480."

4. This bylaw shall come into full force and effect as of 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:** October 2, 2017  
**File:** 1845-20  
**To:** City Manager  
**From:** Utility Services Manager  
**Subject:** New Glenmore Landfill Fill Plan

---

## **Recommendation:**

**THAT COUNCIL** receives for information the New Glenmore Landfill Fill Plan report prepared by the Utilities Services Manager dated October 2, 2017;

**AND THAT COUNCIL** approves the implementation of the proposed Glenmore Landfill Fill Plan as described within the Utilities Services Manager report

## **Purpose:**

To report on the results of the engagement process to review the proposed Glenmore Landfill fill plan and to seek Council's endorsement and approval of the new fill plan.

## **Background:**

Staff are recommending changes to the Glenmore Landfill fill plan to extend the life of the landfill by approximately 25 years taking it from the year 2065 through to about 2090. The proposed changes would better utilize the current geography in the area by changing the side slopes and top of the landfill to blend into the natural terrain of the adjacent Tutt Mountain and Bredin Hill. The new fill plan would not incur any major additional expenses as it uses the same basic footprint. However, it is vital that the planning and placement of base infrastructure is coordinated in late 2017 / early 2018 to accommodate the larger fill plan.

Staff are proposing to change the landfill side slopes in the northern portion of the landfill from a 5:1 slope to a 3.26:1 (3:1) slope. The proposal would raise the maximum elevation of our landfill by up to 20m higher than the existing year 2065 fill plan to match the current elevations of Bredin Hill and Tutt Mountain. The new fill plan would increase the available airspace by 18.3 million cubic meters or 15.5 million tonnes. At the City's current growth rate, this would extend the life of the landfill by approximately 25 years. No other substantive changes to the landfill footprint are being proposed.



Adding height to the existing footprint will lower the unit cost of landfilling over the life of the facility by spreading the fixed costs (preparation, closure and post closure) over more waste. In addition, if we continue with the existing fill plan and then have to pay an additional \$32 per tonne to ship our waste to a different facility beginning in 2066, the increased cost to citizens would be \$500 million (current dollars) over the 25-year period through 2090.

The 3:1 slope is not uncommon and is currently being used in several landfills across Canada including the Hartland Landfill that services greater Victoria, and the Vancouver Landfill located in Delta. Further, a 3:1 slope is currently designed for the southern half of the Glenmore Landfill. The overall landfill height, from base to peak, will be approximately 90 metres. The change is bringing the northern and southern parts of the landfill to blend into the elevations of Bredin Hill and Tutt Mountain respectively.

The City has confirmed with the RDCO and Province that the proposed 2017 Glenmore Landfill Fill Plan is consistent with the RDCO draft 2017 Solid Waste Management Plan and the 2016 revision of the BC Landfill Criteria for Municipal Solid Waste.

The proposed changes would not add significant odour, noise or dust nuisances from the current fill plan, although the generation of these nuisances would extend another 25 years and would increase somewhat with growth in disposal volumes, depending on the rate of landfill growth. The additional height of the proposed Fill Plan will have some visual impact which will diminish in severity as the site is closed and seeded for revegetation. The proposed design also blends into surrounding hillsides, providing a more natural looking closed site in the long term after closure.

The current landfill disposal rate for garbage and demolition material is approximately 155,000 tonnes per year. This new fill plan and landfill life duration provides for the predicted growth rate in disposal that anticipate approximately 300,000 tonnes per year 35-40 years from now and over 600,000 tonnes per year as the landfill approaches closure in 2090.

Staff collected public and stakeholder feedback on the proposed landfill plan in February 2017. Some nearby residents expressed concern regarding odour management going forward and proximity of the landfill site to the Quail Ridge neighbourhood, as well as ensuring access to nearby walking trails and protection of wetland areas of the landfill site. About 60 per cent of the respondents who provided feedback responded favourably to the proposed landfill plan. For more details, see the Communications Comments section below.

A decision on updating the landfill plan is required at this time for the following reasons:

1. Base preparation and planning for the expansion will need to begin in the next six months to accommodate relocation of our fill area.
2. To allow the City to update our Design, Operating and Closure Plan (DOCP) for the landfill which is currently an outstanding deficiency of our landfill Operating Certificate.
3. To accurately estimate the total closure and post closure costs for the landfill and account for these as required by Public Sector Accounting Standards.

Work on the DOCP will begin in October and will reflect Council's preferred fill plan. The DOCP will outline long term costs for the city, including accounting for closure and post closure costs which will be very significant. Long term financial planning for the landfill will need to be adjusted to incorporate information in the DOCP.

### Next Steps

Over the next few years significant investment will be required to prepare for continued solid waste disposal. During development of the new Fill Plan a number of projects and costs were more clearly identified over the next 8-10 years in order to allow for continued operation. The following table summarizes these identified costs. Many of these costs are new and were not identified in the 2017 10-year capital plan, putting significant financial pressure on landfill operations. These costs have been added to the most current financial model that is used to determine the impact on rates and reserve balances.

Main Task Description	Estimated Capital Cost	Timing
1. Confirm Direction on fill plan		Fall 2017
2. Complete Design Operating & Closure Plan (DOCP)		Fall 2018
3. Prepare old landfill entrance area for fill, reconstruct operations and maintenance facility. Phase 1 Organic and inorganic relocation	\$7.85 Million	2018
4. Finish preparation of old landfill entrance area for fill. Phase 2 organic and inorganic relocation	\$4.85 Million	2019
5. Prepare north area for fill (liner construction), design, grade and blast east area (phase 1) for fill. Phase 3 organic and inorganic relocation	\$8.25 Million	2020
6. Prepare east area (phase 1) for fill (liner construction), Phase 4 organic and inorganic relocation	\$6 Million	2021
7. Phase 5 organic and inorganic relocation	\$6.8 Million	2022
8. Phase 6 organic and inorganic relocation	\$7 Million	2023
9. Further liner construction (East phase 1) liner design East phase 2	\$1.75 Million	2024
10. Complete preparations of East phase 2 for fill, complete construction of ASP for organic composting	\$8.9 Million	2025
TOTAL	\$51.4 Million	

Once the above works are complete, the major capital expenses for the next 10-20 years will simply be related to ongoing operation (primarily leachate and gas management) and incremental closure as the landfill construction advances. Further base preparation and liner construction will need to occur in the south fill area which was historically filled with garbage in the 60's and early 70's.

The Glenmore landfill is a very valuable asset for both the City of Kelowna and the Region. It is the only final disposal location identified in the 2017 Regional Solid Waste Management Plan. Extending the lifetime of this City asset provides a cost effective and environmentally sustainable solution for Regional Solid Waste Management.

### Internal Circulation:

Divisional Director, Financial Services

Divisional Director, Infrastructure  
Community Communications Manager  
Infrastructure Engineering Manager  
Landfill Supervisor

**Legal/Statutory Procedural Requirements:**

As a regulatory requirement of the Landfill Operational Certificate, the City must submit a new Design, Operation and Closure Plan (DOCP) to the Province. The consultant team to prepare the DOCP will be selected in October. Should we decide to implement the new fill plan, we must include the new fill plan as part of the DOCP submission to the Province.

**Financial/Budgetary Considerations:**

The new fill plan will increase the efficiency of the landfill and will reduce the long term per tonne costs of disposal in comparison to the existing plan. The main reason for this is that the base costs, outlined above, are required in either scenario. The new "Peak" Fill Plan can distribute these overall costs across many more tonnes of waste and many more years of service to our community. A DOCP revision is underway that reviews all expected future capital expenditures and operational costs over the life of the landfill. An updated financial plan will be completed once the new DOCP has been finalized. The DOCP and financial plan process is expected to take up to two years to complete.

**Communications Comments:**

On February 21, 2017, city staff hosted an open house at the Glenmore Landfill administration building from 4 p.m. to 7 p.m. to provide information directly to residents nearest to the landfill and to the general public. Approximately 1600 mailed invitations were sent out to residents in communities neighbouring the landfill, along with stakeholders in the area. Further, the open house was advertised to the general public in newspapers, on social media and by electronic sign boards. Feedback was received at the open house and then online until March 3, 2017.

Approximately 70 attendees turned out to the open house with 23 exit surveys completed on site and an additional two surveys submitted online in the two weeks following. Presentation materials and the feedback form were made available online at [kelowna.ca](http://kelowna.ca) for those who could not attend the open house.

**Survey Results:**

- 96 per cent of survey respondents indicated that the information was presented in an understandable format that explained the scope of the project.
- 100 per cent of respondents indicated that the information presented allowed them to make an informed decision.
- Approximately 40 per cent of attendees who filled out an exit survey said they lived nearby the landfill.
- 96 per cent of respondents indicated that they had reviewed the presentation materials and flyover simulations.
- Of the respondents who provided feedback on the proposed fill plan, approximately 60 per cent responded favorably
- Approximately 24 per cent of respondents stated they had some concern about the proposed fill plan with mentions regarding odour management and proximity to Quail Ridge area and nearby walking trails.

- A handful of members from the Okanagan Naturalists Club attended to speak to staff about bird watching and wetland protection in the area and specifically on the landfill site.

**Considerations not applicable to this report:**

Legal/Statutory Authority:

Existing Policy:

Personnel Implications:

External Agency/Public Comments:

Alternate Recommendation:

Submitted by:

K. Van Vliet, Utility Services Manager

**Approved for inclusion:**

A square box containing a handwritten signature in blue ink, which appears to be 'J. Creron'.

J. Creron, Deputy City Manager

cc:

Divisional Director, Financial Services

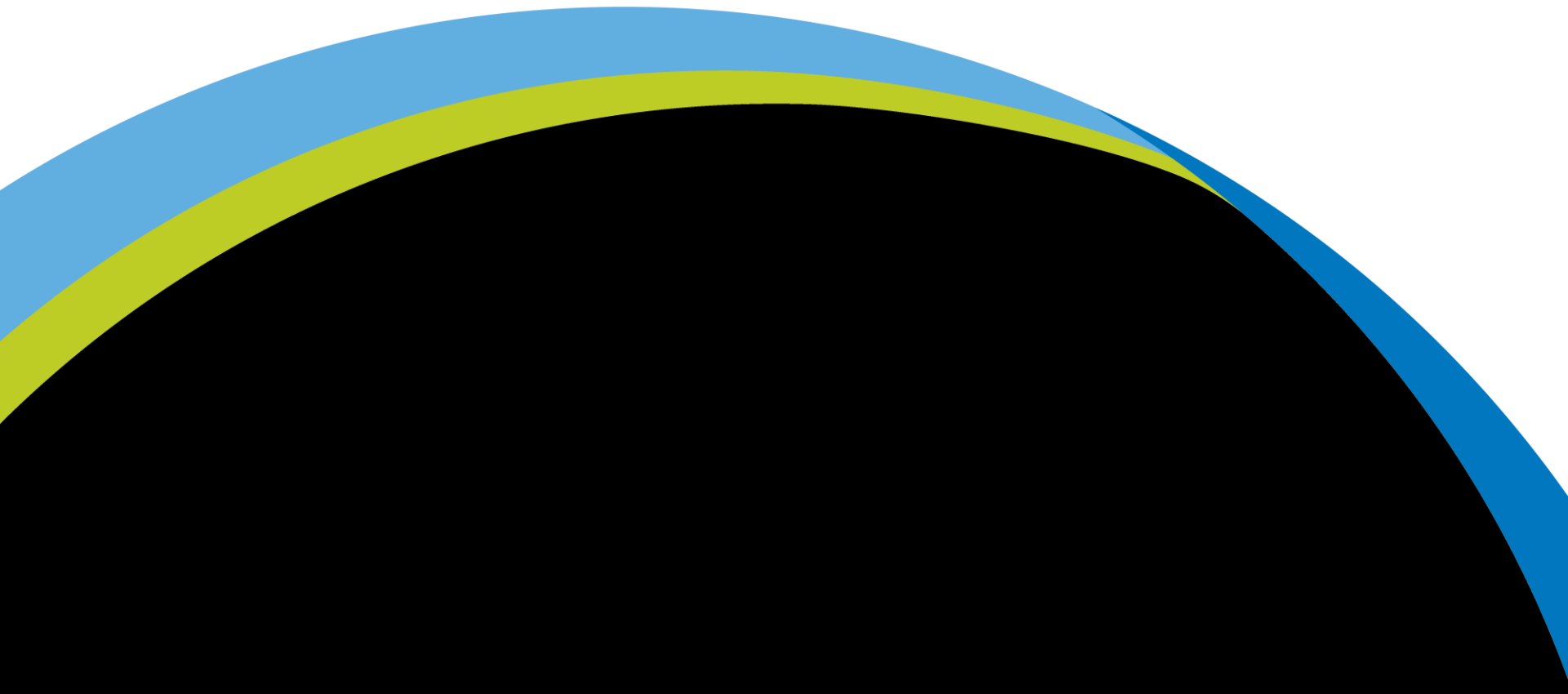
Divisional Director, Infrastructure

Community Communications Manager

Infrastructure Engineering Manager

Landfill Supervisor

# GLENMORE LANDFILL FILL PLAN 2017





## OUTLINE

- ▶ What we have (current fill plan)
- ▶ What we propose
- ▶ What is next

## WHAT WE HAVE

- ▶ Current Fill Plan ~ 19 Million m<sup>3</sup> remaining (~16 Million tonnes)
- ▶ Opportunities for increasing
- ▶ Little time remaining for fill areas under “do nothing” scenario
  - ▶ Drives need for decisions and investments over next 6-8 years

## WHAT ARE WE PROPOSING TO CHANGE TO OUR FILL PLAN

- ▶ Increase height of northern section, includes increasing slopes (3.26:1) from 5:1
- ▶ Increase the overall height of the landfill by 20m
- ▶ Blend the slopes into the existing Bredin Hill and Tutt Mountain

## WHAT ARE WE PROPOSING TO CHANGE TO OUR FILL PLAN

- ▶ 18.3 Million m<sup>3</sup> (15.5 M Tonnes) of landfill space will be created.
- ▶ Extend landfill life 25 years
  - ▶ To year 2090 from 2065)
- ▶ Same landfill footprint

## WHY ARE WE PROPOSING TO CHANGE TO OUR FILL PLAN?

- ▶ Adding capacity to similar footprint reduces costs and impacts per tonne - *better value* for City
- ▶ Landfilling is inexpensive. Costs to ship wastes out of region or alternative methods have much higher costs
  - ▶ E.g. \$32 / tonne increase means \$500 million cost to local economy over 25 years
- ▶ Additional volume worth \$1 Billion at \$65/tonne
  - ▶ *Stays in local economy*



# Existing Fill Plan -





# Proposed Fill Plan

Increase slope from 5:1  
to 3:1

Raised Elevation to Match  
Tutt Mt.

Blends with Tutt Mt.  
and Bredin Hill

## PUBLIC CONSULTATION

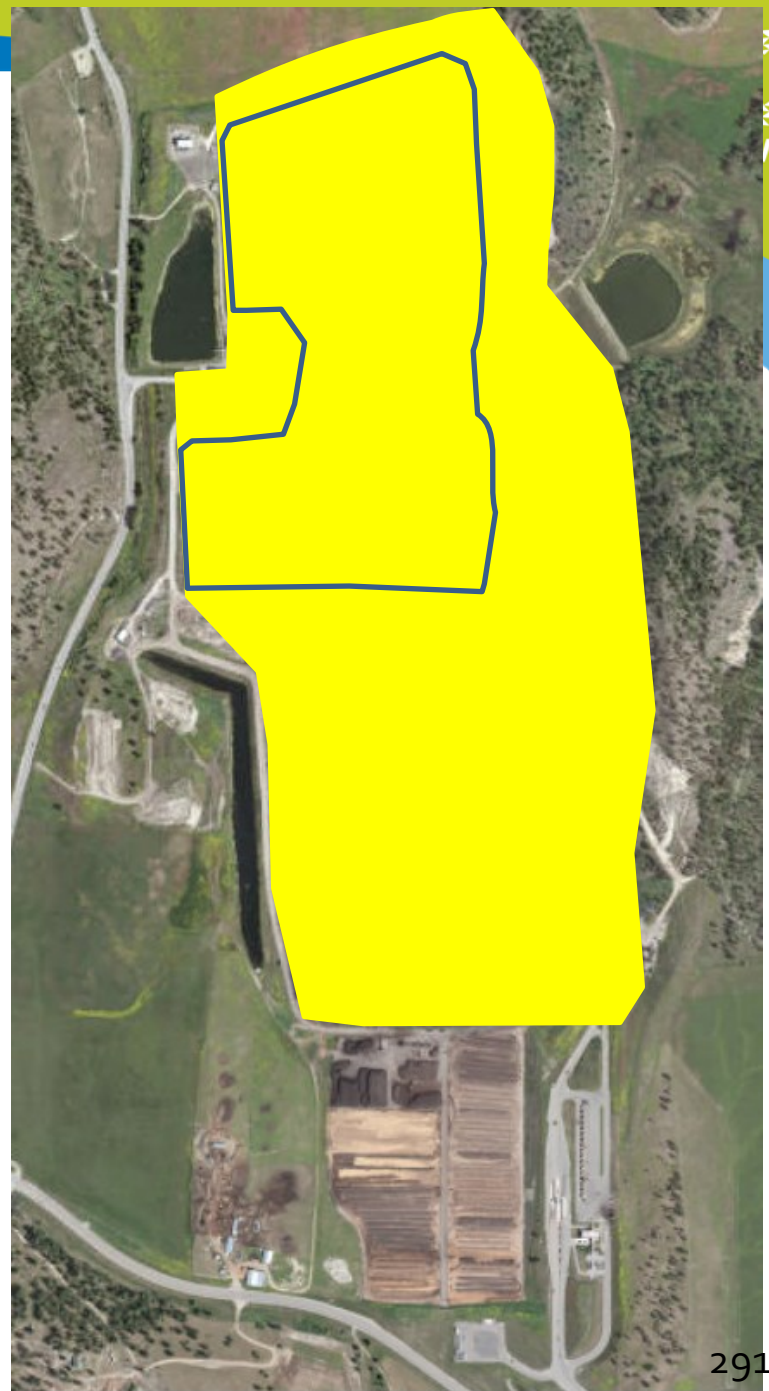
- ▶ Feb 21, 2017 Open house at landfill
  - ▶ 1600 invitations mailed out to neighbours and stakeholders
  - ▶ Ads in newspapers, social media, electronic sign boards
  - ▶ 70 attendees
- ▶ Online survey until March 3, 2017



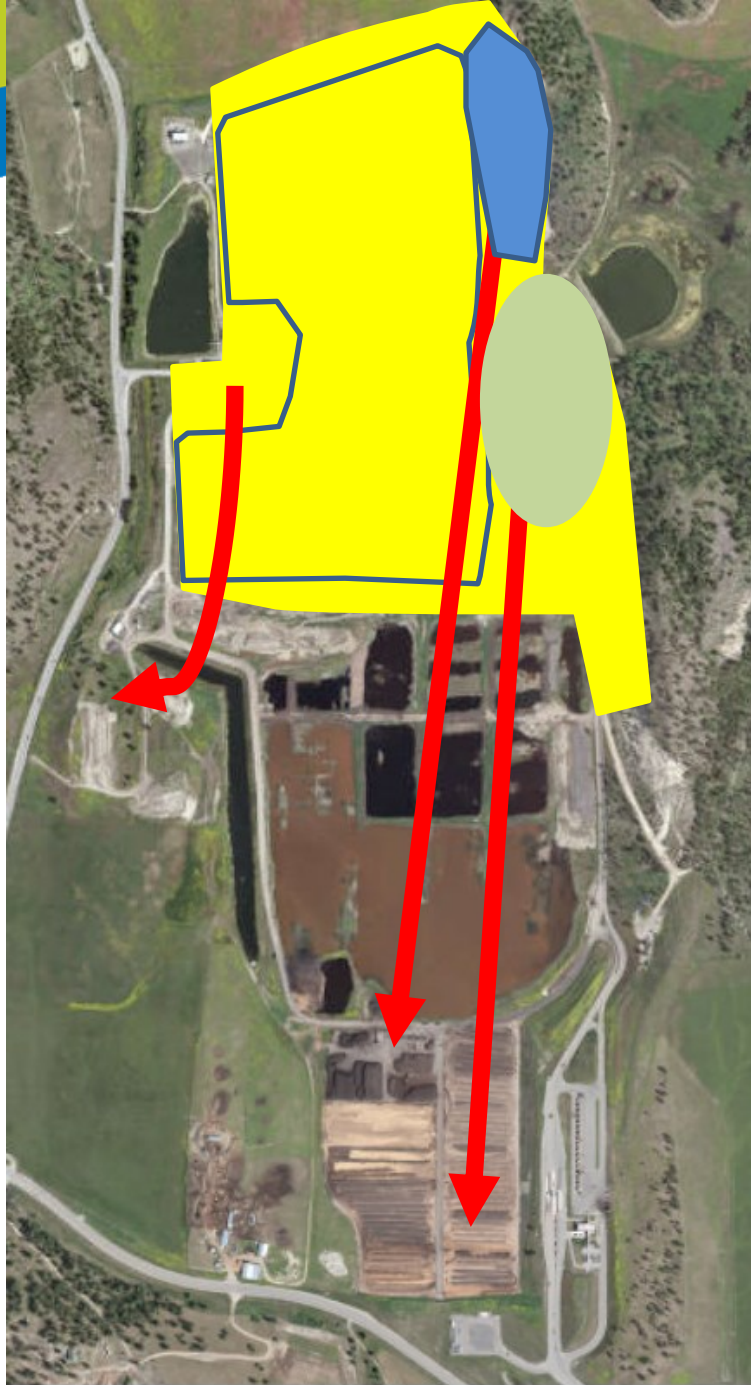
## PUBLIC CONSULTATION

- ▶ Of the respondents who provided feedback, 60 percent responded favourably
- ▶ 24 percent expressed concerns regarding odour management and proximity to Quail Ridge residential development
- ▶ A number of Okanagan Naturalists attended and asked about bird watching

# WHAT IS NEXT













# Report to Council



**Date:** October 2, 2017  
**File:** 1845-01  
**To:** City Manager  
**From:** Kevin Van Vliet, Utility Services Manager  
**Subject:** Solid Waste Management Regulation Bylaw Amendments

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## **Recommendation:**

THAT Council receives for information, the report from the Utility Services Manager, dated October 2, 2017, pertaining to amending Solid Waste Management Regulation Bylaw No. 10106;

AND THAT Bylaw No. 10741 being amendment No. 9 to the Solid Waste Management Regulation Bylaw No. 10106 be given reading consideration.

## **Purpose:**

To seek Council's approval to amend the Solid Waste Management Regulation Bylaw to set solid waste disposal fees for 2018 through 2020 and address other administrative items.

## **Background:**

The Glenmore Landfill is a self-sufficient City of Kelowna business unit which is funded through its user fees and charges. The City of Kelowna Glenmore Landfill opened in 1966. Over the last 50 years the landfill has seen a lot of change. Recent highlights include:

- 1990-2000 Development of a comprehensive landfill plan including management of landfill gas
- 2004-2005 installation of landfill gas flare and micro turbines to generate electricity.
- 2013-2016 Replacement of micro turbines with biogas processing plant owned and operated by FortisBC with revenues to City
- Disposal volumes continuing to rise from approximately 90,000 tonnes in 2000 to 150,000 tonnes in 2016.

Since 1966 significant land has been acquired both north and south of the original landfill at sole cost to Kelowna. Much of this land was purchased to increase the buffer zone between the landfill and residential properties. Recently the Bredin lands to the north of the landfill and the Tutt lands to the south were acquired at a cost in the order of \$12.1 million, all funded by the landfill reserve. The



Glenmore Landfill also contributed to the construction of the first phase of John Hindle Drive at a cost of \$3 million.

In 2016 / 2017 staff engaged the community with a new draft Landfill Fill Plan that would see an additional 18 million cubic metres of air space added to the landfill's capacity, extending the life of the landfill by an estimated 25 years to 2090. Once Council adopts a Fill Plan the next step is to renew the Design, Operating and Closure Plan (DOCP) for the landfill. This is critical work to identify the optimal fill sequencing and minimize significant operating, closure and post closure costs. An updated DOCP is a requirement of our landfill permit and is one of the outstanding items that needs to be addressed as part of the annual audit.

Public Sector Accounting Standards require that the estimate for total closure and post-closure costs for the landfill be updated every three years and these estimates be built into the financial models and financial statements. During 2016 and 2017 the financial model was updated to reflect some of the estimated additional costs, such as estimates on capital expenditures resulting from the work being done to update the Landfill Fill Plan, and anticipated disposal increases. With completion of the DOCP staff will also address these long term landfill closure costs in the financial models.

The 2017 financial model that includes necessary short and medium term capital expenditures required to continue to operate for the next 10 years, shows the city moving into an operating deficit position based on the current disposal tipping fees. Fees need to be increased to fund the required activities including infrastructure and capital works that will allow the City to continue landfill operations over the coming 5-10 years.

Ownership and operation of the Glenmore Landfill, as a facility that also serves the Region, includes costs and risks for the citizens of Kelowna. These include:

1. Cost of closure and post closure. If sufficient funds are not reserved from tipping fees, additional costs will need to come from Kelowna taxpayers. Should the landfill be forced to close earlier than planned, the unfunded closure costs could be very significant. This issue will be better understood with completion of the DOCP update.
2. Impact on infrastructure. Regional traffic including heavy garbage trucks, clean fill trucks, and roll-off bins heading to and from the landfill have a significant impact on roadway infrastructure and its deterioration. Currently landfill user fees support short and long term landfill operations. We are recognizing there are financial impacts on other related infrastructure due to regional traffic to and from the landfill.
3. Environmental and nuisance impacts. The operation of the landfill and related facilities, including landfill traffic, has an environmental impact on the lands around the landfill. This necessitates the City ensuring that nearby land use considers the impacts and that land uses remain compatible with the long term viability and operation of the landfill. This burden and the costs of this impact rests solely with the City of Kelowna and not our regional partners.

Therefore, a significant strategic shift is proposed to establish an Infrastructure Asset Renewal Reserve (IARR). Revenues generated by the landfill are firstly used to fund daily operations and capital improvements as explained above, and then make the required contribution towards any long term expenses identified in the DOCP. The IARR reserve would be funded through any landfill surplus that may not be required for directly operating the landfill and would be used to fund the indirect impacts of the landfill such as the wear and tear on our roadway and bridge infrastructure plus any direct or indirect costs to Kelowna. Today roadway infrastructure renewal is funded for the most part through



taxation. This new reserve would be funded through those revenues exceeding current and projected costs including costs identified by the completed DOCP while maintaining minimum balances (currently estimated at \$5-6M) in the Landfill Operating Reserve to fund its operating and capital requirements. Based on the capital expenditures proposed by the Landfill Master Plan and included in the Landfill Financial Model, significant funds that can flow to the IARR are not anticipated until 2025 because of the significant landfill capital costs that are planned within that period

Staff will work to better understand the financial costs of the above risks and impacts and will include suggested ways to address these costs when we return to Council with the completed DOCP.

The Glenmore Landfill disposal fees are significantly lower than the disposal fees in neighbouring municipal landfills as shown in the following table:

Location	Tipping fee for refuse (\$/Tonne)	Difference to Kelowna
Kelowna (Glenmore Landfill)	\$65	\$0
Regional District of North Okanagan	\$100	+\$35
Summerland	\$110	+\$45
Penticton (Campbell Mountain)	\$110	+\$45

This tipping fee differential provides significant incentive for haulers from the RDNO and RDOS to haul to the Glenmore Landfill. Our permit only allows waste from the RDCO and Big White areas. Furthermore, we are seeing disposal quantities grow significantly faster than the growth of our regional population. Part of this growth is due to the robust construction economy. Some of this growth may also be due to in-migration of waste from outside the RDCO. The most practical way to eliminate non-compliant waste is to eliminate the financial incentive and bring our fees in line with neighbouring landfills.

Tipping fees, when reasonable, also provide some incentive to recycle, reuse or donate items instead of simply throwing them out as garbage. Higher tipping fees will improve the business case for recycling, which will also spur entrepreneurs to develop more recycling alternatives for some things that remain in our waste stream.

At this time staff know that our current tipping fees are inadequate to fund known short and medium term costs and our expected long term costs. The DOCP update will be completed in late 2018. It is prudent to amend landfill rates at this time to address these known issues. A full review of the rates and other long term landfill community risks and costs will be undertaken with the completion of the DOCP.

In order to avoid an operating deficit, to ensure sustainable funding through the life of the landfill and eliminate the incentive for out of region waste to come to Kelowna tipping fee increases are being recommended as part of the bylaw amendment:

Year	Tipping fee (\$ / tonne)
2018	\$85.00
2019	\$95.00

2020	\$100.00
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Any rate adjustment will affect the municipal disposal costs of RDCO municipalities. Staff will inform regional municipal clients and private sector customers of any approved rate adjustments to allow time to make necessary adjustments for the 2018 budget year.

#### Other Bylaw administrative changes

Mattresses are a significant operational challenge at the landfill. The springs get tangled in heavy equipment tracks and wheels, they do not compact and therefore occupy one cubic meter per mattress which has a value of \$55 at the current disposal fee of \$65/tonne. In 2016, staff implemented a mattress recycling program at the landfill. Currently this is funded through existing tipping fees, however this does not fully cover the cost of the program. A new recycling fee of \$12.50 per mattress brought to the landfill is required to cover the cost of the program.

Automated scale terminals were installed to ease the queue size of patrons awaiting access to the landfill and to reduce on-site delays for commercial refuse haulers. A bylaw amendment is required to reference the administrative details for the system operation. This includes identification of qualified users, costs/expectations for use, and providing a framework for compliance and enforcement for unauthorized use of the automated scale system. Enforcement measures for violations of the bylaw are graduated and include escalating loss of use, re-activation fees, and ultimately suspension of the cards. Landfill staff work with Financial Services accounts receivable staff to monitor account balances for credit customers and timely payment of their invoices.

The proposed bylaw amendment addresses International Waste (refuse left at the Kelowna International Airport from origins outside of Canada) which requires specialized handling at a cost not currently reflected in the disposal fees.

Penalties for offences in the current bylaw were outdated and did not adequately protect staff against reckless or dangerous behavior by landfill patrons. The amendment sets realistic and enforceable penalties to address unsafe conduct. The amendment also clarifies the term of any landfill ban, depending on whether or not violations are being repeated.

The bylaw makes other administrative changes to reflect current site practices and to ensure that the fees charged are consistent with the per tonne rates proposed in this report.

#### **Internal Circulation:**

Divisional Director, Financial Services  
Divisional Director, Infrastructure  
Financial Planning Manager  
Community Communications Manager  
Landfill Supervisor

#### **Financial/Budgetary Considerations:**

Maintaining our current \$65 per tonne rate, given the necessary capital program over the next 8 years, places the landfill in an operating deficit that will see our reserve drop by over \$7 million to below zero by 2020. Implementing the proposed rate increases through 2020, will ensure funding for capital infrastructure on a financially sustainable basis. The reserve balance is expected to slightly increase

from its current balance through 2025. This provides some assurance that we will be able to address the other risk items (closure costs and risk costs) beginning in 2021 with modest rate adjustments.

**Communications Comments:**

**Considerations not applicable to this report:**

Legal/Statutory Authority:

Legal/Statutory Procedural Requirements:

Existing Policy:

Personnel Implications:

External Agency/Public Comments:

Alternate Recommendation:

Submitted by:

K. Van Vliet, Utility Services Manager

**Approved for inclusion:**

A square box containing a handwritten signature in blue ink, which appears to be 'J. Creron'.

J. Creron, Deputy City Manager

cc:

Divisional Director, Financial Services

Divisional Director, Infrastructure

Financial Planning Manager

Community Communications Manager

Landfill Supervisor



# Solid Waste Management Bylaw Amendments

October 2, 2017



# Outline

- ▶ Financial Pressures and Risks
- ▶ Current Landfill Disposal Rates
- ▶ Recommended rates and other bylaw amendments

# Financial Pressures

## ▶ Known:

- ▶ costs of Landfill preparation over next 8 years (~\$50 Million)

## ▶ Less known / Defined:

- ▶ Costs of Closure and post closure (from Design, Operating and Closure Plan – 2018)
- ▶ Risks and impact on Kelowna citizens
  - ▶ Risk of early closure
  - ▶ Impact on infrastructure
  - ▶ Environmental / nuisance and other impacts

# Landfill Rates

Location	Tipping fee for refuse (\$/Tonne)	Difference to Kelowna
Kelowna (Glenmore Landfill)	\$65	\$0
Regional District of North Okanagan	\$100	+\$35
Summerland	\$110	+\$45
Penticton (Campbell Mountain)	\$110	+\$45

# Proposed Disposal Rates

Year	Tipping Fee (\$ / Tonne)
2018	\$85
2019	\$95
2020	\$100



# Other significant rate changes

Other Significant / New Fees	2018 Fee	2017 Fee
Residential Waste Collection	\$174.30	\$162.30
Mattress Recycling Fee	\$12.50 per mattress	\$10 per load or \$65 / tonne
Contaminated recycling surcharge	\$50 / tonne	\$0
International waste surcharge	\$150 / tonne	\$50 / tonne
Loads requiring sorting	\$125 / tonne	
Biosolids (emergent)	\$250 / tonne	\$115 / tonne
Yard Waste or Wood Waste < 250kg	\$5 per load	\$0
Garbage < 250 kg	\$11 per load	\$10 per load



## *Questions?*

For more information, visit [kelowna.ca](http://kelowna.ca).

# CITY OF KELOWNA

## BYLAW NO. 10741

### Amendment No.9 to the Solid Waste Management Regulation Bylaw No. 10106

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The Municipal Council of the City of Kelowna, in open meeting assembled, enacts that the City of Kelowna Solid Waste Management Regulation Bylaw No. 10106 be amended as follows:

1. THAT Section **1 INTRODUCTION, 1.2 INTERPRETATION**, be amended as follows:

a) Adding new definitions in their appropriate location as follows:

**"Biosolids"** means stabilized municipal sewage sludge resulting from a municipal waste water treatment process or septage treatment process which has been sufficiently treated to be deemed non-hazardous and passes the Paint Filter Test (US EPA SW-846 Test Method 9095B: Paint Filter Liquids Test or other methodology approved by the BC Ministry of Environment).

**"Commercial Refuse Haulers"** are garbage/refuse collection companies with a valid business licence whose primary function is handling refuse and delivering this refuse to the Glenmore Landfill for disposal, recycling or composting.

**"International Waste"** means vegetative, food and other refuse left at the Kelowna International Airport which may or may not contain pests or diseases detrimental to local agriculture."

b) Adding after the words "asphalt, concrete" in the definition for **"Mandatory Recyclable Material"**, (b) **"Mandatory Landfill or Recycling Depot Recyclable Material"** the words "asphalt shingles";

c) Adding in its appropriate location a definition for **"Stumps"** as follows:

**"Stumps"** means the woody part of the root system of a tree or large shrub, cut at ground level and without attached granular soil materials.";

d) Deleting in its entirety **"Recyclable Gypsum"** that reads:

**"Recyclable Gypsum"** means source-separated gypsum board or wall board, including new construction off-cuts or scraps, and old wallboard that has been painted, covered in wallpaper, vinyl or ceramic tiles and is removed during renovation, but excluding lathe masonry gypsum wallboard, wallboard associated with asbestos and wallboard contaminated with any other waste.

and replacing it with the following:

**"Recyclable Gypsum"** means source-separated gypsum board or wall board, including new construction off-cuts or scraps, and old wallboard that has been painted or covered in wallpaper, and is removed

during renovation, but excluding lathe masonry gypsum wallboard, wallboard associated with asbestos and wallboard contaminated with any other waste.

e) Deleting the definition for “**Wood Waste**” in its entirety that reads:

“**Wood Waste**” means clean, organic, source-separated material including, but not necessarily limited to:

- kiln-dried dimensional lumber (such as wood pallets, and demolition wood waste);
- branches or prunings greater than 20 centimetres (8 inches) in diameter;
- plywood;
- particle board; and,
- pressed board

provided such material is free of chemical treatments, creosote, rocks, metals (other than nails and screws), heavy coats of paint, wire, fibreglass, asphalt materials, and other non-wood materials.”

and replacing it with the following:

“**Wood Waste**” means clean, organic, source-separated material including, but not necessarily limited to:

- Branches greater than 5 centimetres in circumference;
- kiln-dried dimensional lumber (such as wood pallets, board ends and demolition wood waste);
- plywood;
- particle board; and
- pressed board.

provided such material is free of chemical treatments, creosote, rocks, metals (other than nails and screws), paint, wire, fibreglass, asphalt materials, and other non-wood materials.”

f) Deleting the definition for “**Yard Waste**” in its entirety that reads:

“**Yard Waste**” means green waste including but not necessarily limited to grass and hedge clippings, leaves, grass, flowers, vegetable stalks, woody or herbaceous waste, fruit and vegetable waste, and prunings that can be effectively composted. Includes prunings up to 1 metre in length and 5 centimetres in circumference.”

and replacing it with the following:

“**Yard Waste**” means green waste including but not necessarily limited to grass, hedge clippings, leaves, flowers, vegetable stalks, woody or herbaceous waste, and prunings up to 5 centimetres in circumference.” and

g) Deleting “2105 Glenmore Road” from the definition of “**Landfill**” and replacing it with “2720 John Hindle Drive”.

2. AND THAT Section 2 **COLLECTION SYSTEMS**, Section 2.1.1 be amended by deleting the words “, except those who have been granted a waiver of service by City Council.”

3. AND THAT Section 3 **LANDFILL AND RECYCLING DEPOTS**, be amended by adding new **3.2 AUTOMATED SCALE USE** and **3.3.2 SCALE ACCESS CARDS** that reads:

**"3.2 AUTOMATED SCALE USE**

- 3.2.1 Commercial refuse haulers possessing a charge account in good standing for a minimum of one calendar year with the City for the Glenmore Landfill may apply to utilize the automated scale terminals.
- 3.2.2 Commercial Refuse haulers utilizing this service must have drivers trained by City Landfill staff in the automated scale terminal operations.

**3.3 SCALE ACCESS CARDS**

- 3.3.1 Access cards for automated scale terminals may be issued to credit account holders who are commercial refuse haulers, provided the account has been in good standing for a minimum of one year.
- 3.3.2 Access cards may be provided to approved account holders for an annual fee of \$10.00 per card plus applicable taxes, with no activation fee. The annual renewal date is July 1<sup>st</sup>.
- 3.3.3 Replacement for lost or stolen access cards may be provided at a cost of \$25.00 per access card plus applicable taxes, with a \$100.00 reactivation fee. There is no charge to replace or reactivate access cards that are malfunctioning or misreading.
- 3.3.4 Automated scale use privileges may be revoked by the City for reasons including but not limited to:
- 1) inaccuracy or falsely reporting load composition at the terminal;
  - 2) allowing a charge account to fall over 60 days in arrears;
  - 3) failure to declare contamination in a load, once it is deposited on site;
  - 4) sharing or misuse of access cards
- 3.3.5 If, after entering the load composition at the terminal, an account holder discovers a contaminated or misrepresented load upon depositing/unloading and fails to immediately report the error to the scale operator, notification will be delivered to the company on each offence as follows:
- a) First Offence – Correct charge will be filed against the ticket and all applicable surcharges will be added. The offending Access Card will be deactivated for 14 calendar days and subject to a reactivation fee of \$100.00.
  - b) Second Offence – First offence penalty will be applied, in addition all cards provided to the company will be deactivated for 30 calendar days and subject to a reactivation fee of \$100.00 per card.
  - c) Third Offence – First offence penalty will be applied, in addition all cards provided to the company will be deactivated for a minimum of one year. The company will no longer have access to the automated scale terminal and may re apply for access cards after ONE calendar year at the discretion of the Director of Civic Operations.



4. AND THAT Section 4 **PROHIBITIONS, OFFENCES AND PENALTIES, 4.1 PROHIBITIONS** be amended by adding in its appropriate location a new sub-section 4.1.15 that reads:

"4.1.15 No person shall, while on site at the landfill, act in a manner, or manoeuvre a vehicle in a manner that may be construed as reckless, dangerous or threatening."

5. AND THAT Section 4 **PROHIBITIONS, OFFENCES AND PENALTIES, 4.2 OFFENCES AND PENALTIES** be amended by deleting sub-section 4.2.2.3 in its entirety that reads;

"4.2.2.3 May be prohibited from entering and depositing *Garbage* or *Recyclable Material* at the *Landfill*; or"

and replacing it with the following:

"4.2.2.3 May be prohibited from entering the *Landfill* for a period of one (1) month for a first offence; six (6) months for a second offence, and; one (1) year for a third offence; or"

6. AND THAT **Schedule "B" CURBSIDE PICK UP LIMITS AND COLLECTION FEES, Section 2.0** be amended by deleting in its entirety the following:

"2.0 The following fees and charges shall be paid in relation to the removal of *Garbage, Mandatory Residential Recyclable Material* and *Yard Waste* pursuant to the residential collection system established under this bylaw:

\$162.30 for each individual *Collection and Solid Waste Reduction Service fee* and an additional \$72.00 per year *Large Cart Fee* for each individual *Residential Dwelling Premise* using the 240 litre Cart collection service for *Garbage* as per section 2.2.15. Notwithstanding this provision, where a waiver of service has been approved pursuant to section 2.1 of this bylaw, a *Collection Fee* shall not be levied, however a *Solid Waste Reduction Services Fee* shall be levied for landfill disposal costs, waste reduction activities, recycling depot and recycle processing facility operations. This fee for *Solid Waste Reduction Services* is set at \$99.04 for 2012 per year and \$108.42 per year for starting in 2013 for each *Residential Dwelling Premise*. *Collection Fee* portion of the *Collection and Solid Waste Reduction Service Fee* is \$88.88. *Residential Dwelling Premises* shall be invoiced annually, with charges covering a twelve month period being placed on the annual property tax bill sent by the *City*.

Payments received are applied firstly to arrears, then to current charges. New accounts are billed from the date of request for final inspection of the applicable building permit works, on a pro-rated basis."

and replacing it with:

"2.0 The following fees and charges shall be paid in relation to the removal of *Garbage, Mandatory Residential Recyclable Material* and *Yard Waste* pursuant to the residential collection system established under this bylaw:

	2018	2019	2020
Garbage Collection fee	\$84.96	\$84.96	\$84.96
Finance Administration fee	\$4.21	\$4.21	\$4.21
Landfill Disposal	\$50.68	\$56.68	\$56.68
WRO Programming	\$17.56	\$17.56	\$17.56
Cart Borrowing Costs	\$16.89	\$16.89	\$16.89
<b>TOTAL</b>	<b>\$174.30</b>	<b>\$180.30</b>	<b>\$180.30</b>

Each *Residential Dwelling Premise* using a 240L cart for garbage collection will pay an additional annual fee outlined in the table below. Also, each *Residential Dwelling Premise* may request and obtain a second Yard Waste Cart for a one-time cost of \$55.00 plus an annual fee of \$30.00

	2018	2019	2020
Large Garbage Cart (240L) fee	\$84/annum	\$90/annum	\$90/annum

*Residential Dwelling Premises* shall be invoiced annually, with charges covering a twelve-month period being placed on the annual property tax bill sent by the *City*. Payments received are applied firstly to arrears, then to current charges. New accounts are billed from the date of request for final inspection of the applicable building permit works, on a pro-rated basis."

7. AND THAT **Schedule "B" CURBSIDE PICK UP LIMITS AND COLLECTION FEES, Section 2.2** be amended by deleting in its entirety the following:

"Each individual *Residential Dwelling Premise* will receive one free *Garbage, Yard Waste and Recyclables Cart Change Out* for different cart sizes as per sections 2.2.15 and 2.2.16. Additional cart size *Change Outs* will be assessed a *Change Out Fee* of \$25.00 per *Change Out* exchange and will be invoiced to the *Owner* of the *Residential Dwelling Premise*."

And replacing it with:

"Each individual *Residential Dwelling Premise* will receive one free *Garbage, Yard Waste or Recyclables Cart Change Out* for different cart sizes as per sections 2.2.15 and 2.2.16. Additional cart size *Change Outs* will be assessed a *Change Out Fee* of \$25.00 plus applicable taxes per *Change Out* exchange and will be invoiced to the *Owner* of the *Residential Dwelling Premise*."

8. AND THAT **Schedule "E" SANITARY LANDFILL / RECYCLING FEES, Section 1** be amended by:

- a) deleting "\$145.00" in sub-section (a)(iii) gypsum drywall \$145.00 per metric tonne and replacing it with "\$175.00";
- b) deleting "\$145.00" in sub-section (c) Recyclable Gypsum in loads of one metric tonne or less and replacing it with "\$175.00"
- c) deleting in its entirety sub-section (b) clean wood waste and replacing it with the following:

"(b)	Wood Waste	\$10.00 per metric tonne
(i)	Lumber	\$10.00 per metric tonne"

- d) deleting in its entirety sub-section (e) Yard Waste and replacing it with the following:

"(i)	Yard waste	\$40.00 per metric tonne
(ii)	Stumps	\$ 90.00 per metric tonne"

- e) deleting the amount "\$1.00" from sub-section (f)(i) and replacing it with "\$3.00";
- f) deleting the amount "\$150.00" from sub-section (g) Asbestos (friable), and replacing it with a new amount of "\$250.00";
- g) deleting the amount "\$65.00" from sub-section (k) Carcasses weighing under 100 kg, and replacing it with:

"\$85.00"	Effective January 1, 2018
"\$95.00"	Effective January 1, 2019
"100.00"	Effective January 1, 2020

- h) deleting in its entirety sub-section (m) All other residential Garbage not included above: \$65.00 per metric tonne and replacing it with the following:

"(m) All other municipal Garbage not included above:

"\$85.00 per metric tonne"	Effective January 1, 2018
"\$95.00 per metric tonne"	Effective January 1, 2019
"\$100.00 per metric tonne"	Effective January 1, 2020

- i) Adding a new sub-paragraphs (q), (r), (s), (t), (u) and (v) as follows:

"(q)	Handling Fee for Contaminated Mandatory Recyclable Loads	\$50.00 per metric tonne
(r)	Handling Fee for immediate burial of International Waste	\$150.00 surcharge (plus applicable weight-based fees)

- |     |   |   |
|-----|---|---|
| (s) | Requiring sorting   | \$125.00 per metric tonne   |
| (t) | Stumps (no soil or rocks attached)  | \$90.00 per metric tonne  |
| (u) | Mattresses  | \$12.50 each or \$12.50 each plus weight (as Garbage) when in a co-mingled load |
| (v) | Biosolids (only accepted on a short term emergency basis and with prior written approval from the City) | \$250.00 per metric tonne   |

9. AND THAT **Schedule "E" SANITARY LANDFILL / RECYCLING FEES, Section 3** be amended by deleting the following:

- \$2.50 per *Standard Garbage Bag* up to six (6) *Standard Garbage Bags*
- \$8.00 per load of *Garbage* for loads weighing up to and including 250 kg effective January 1, 2012 and \$10.00 per load of *Garbage* for loads weighing up to and including 250 kg effective January 1, 2013
- \$65.00 per metric tonne of *Garbage* for loads weighing greater than 250 kg

and replace it with:

- \$5.00 per load of wood waste or yard waste for loads weighing up to and including 250 kg, and as per the table below for Garbage or other billable waste streams for loads weighing up to and including 250 kg:

\$11 per load	Effective January 1, 2018
\$12 per load	Effective January 1, 2019

\$85.00 per metric tonne	Effective January 1, 2018
\$95.00 per metric tonne	Effective January 1, 2019
\$100.00 per metric tonne	Effective January 1, 2020

12. This bylaw may be cited for all purposes as "Bylaw No. 10741 being Amendment No. 9 to the Solid Waste Management Regulation Bylaw No. 10106."

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

Adopted by the Municipal Council of the City of Kelowna this

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Clerk

# Report to Council



**Date:** October 2, 2017  
**File:** 1840-30  
**To:** City Manager  
**From:** Andrew Gibbs, Project Manager, Interjurisdictional Development Team  
**Subject:** Okanagan Rail Trail - Status Report

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## **Recommendation:**

THAT Council receives, for information, the report from the Interjurisdictional Development Team Project Manager dated October 2, 2017, with respect to the Okanagan Rail Trail – Status Report.

## **Purpose:**

For the Interjurisdictional Development Team (IDT) to provide the elected leaders of the participating jurisdictions of the IDT with a report on the status of the rail trail project.

## **Background:**

### **FUNDRAISING**

The Okanagan Rail Trail initiative has spearheaded the fundraising for the project. As of September 1, \$4.9 million has been donated, gifted and granted.

As a reminder, the budget for development of the rail trail is dependent on a grassroots public fundraising campaign led by the volunteers of the Okanagan Rail Trail Initiative (ORTI). Charitable giving receipts for donations will be issued by one of two trusted community foundations in the valley, Central Okanagan Foundation (COF) and North Okanagan Community Foundation (NOCF). Donated funds are used as a pool of matching money in applying for various grants. To date, the following significant grants have been awarded to the project:

- |                     |             |
|---------------------|-------------|
| • Bike BC           | \$1,554,870 |
| • BC Rural Dividend | \$1,511,250 |
| • Canada 150        | \$943,000   |



## **BUDGET**

The construction budget of the project remains at its original value of \$7,688,800.

Based on the *Trail Development Plan* endorsed by the Councils and Board of the owner jurisdictions, and on the design and estimating work recently completed by the design team, the projected expenditures for construction of the trail are summarized as follows:

• Regional District of North Okanagan (RDNO)	\$ 1,749,800
• District of Lake Country (DLC)	1,819,750
• Okanagan Indian Band, IR#7 (OKIB)	247,490
• City of Kelowna (CoK)	2,322,240
• Shared (design & engineering)	753,000
• <u>Contingency</u>	<u>796,520</u>
<b>TOTAL Projected Expenditures</b>	<b>\$ 7,688,800</b>

## **WORK COMPLETED**

Work is proceeding briskly, supported by a broad team of professionals. Since the last status report (May 2017) the following work has been completed:

- Sep Geotechnical assessment and recommendations for steep rock slopes – WestTrek
- Sep Detail design and tender drawings/specifications for Phase 1 trail construction in DLC and RDNO - Urban Systems
- Sep Re-use and pedestrianization of railway bridges (4) in CoK - Cabin Forestry
- Sep Submission made to CN Rail requesting ownership or public access over that section of rail corridor north of Mile 88, to provide improved public access to the rail trail from Coldstream and Vernon - IDT
- Aug Communications Plan – Urban Systems
- Aug Archaeological protocol for construction - Ursus Heritage Consulting
- Aug Preliminary design and cost estimate for the entire corridor - Urban Systems
- Aug Sec 11 Notification acceptance received from MFLNRO - Associated Environmental
- Jul Geotechnical assessment/recommendations for trail structure and surfacing – Interior Testing
- Jul Sec 6 Approval Application made to ALC - Associated Environmental
- Jul Construction of a 1km test section of trail in DLC – Sureway Construction
- Jul Public showcase event on completed 1km test section in DLC (Urban Systems & ORTI)
- Jul Legal survey of property lines at key intersections along corridor – Runnalls Denby
- Jul 3D LiDAR topographic survey of entire corridor – X1 Aeronautics
- Jun Environmental Assessment and Management Plan - Associated Environmental
- May Access controls and regulatory signage in CoK, DLC, RDNO (IDT)

## **WORK UNDERWAY**

- Shoreline erosion assessment and recommendations
- Detail design and tender drawings/specifications for Phase 1 trail construction (~9km) in CoK
- Site preparation for fish window work in RDNO and DLC
- Preparation for information open houses in October
- Preparation application for Heritage Inspection Permit

## **WORK UPCOMING**

At the time of writing a number of invitations to tender are out for contractors to submit bids on different scopes of work:

- Re-use and pedestrianization of railway bridge (1) in DLC
- Rock scaling of steep rock slopes in RDNO
- Trail construction in DLC (~5km)
- Trail construction in RDNO (~12km)
- Vegetation mowing and clearing in CoK

## **SCHEDULE**

The schedule for construction of the rail trail is driven largely by the deadlines of grants, the receipt of donated funds necessary to apply for grants and pay for construction, and the successful conclusion of the ATR process. The Phase 1 schedule, though challenged by the weather and amount of work, looks like this:

- |                                   |              |
|-----------------------------------|--------------|
| • DLC trail construction (~5km)   | Nov 30, 2017 |
| • RDNO trail construction (~12km) | Nov 30, 2017 |
| • CoK trail construction (~9km)   | Mar 31, 2017 |

Approximately \$2.8 million remains to be raised. When this money is raised it will be possible to start and complete a second and hopefully final phase of construction; anticipated by the end of 2018.

## **APPROVALS**

A Section 11 Notification was made to the Ministry of Forests, Lands and Natural Resource Operations (MFLNRO) for the entire corridor. As the work does not involve activities in or about a stream the 2017 phase of construction can proceed subject to established provincial regulations, best practices and the comments provided by MFLNRO (e.g. potential rare species, work windows). There are some items of work (e.g. culverts, in stream works) that will require a full Section 11 Application for approval in the next phase of construction.

An application has been made to the Agricultural Land Commission (ALC) for approval under Section 6 of their regulations for use of the corridor for recreation purposes where it is on Agricultural Land Reserve (ALR) land.

An application is being prepared for a Heritage Inspection Permit, for submission to the provincial Archaeology Branch.

## **PUBLIC ACCESS AND USE OF THE CORRIDOR**

Public access and use of the undeveloped rail trail corridor varies by jurisdiction, as follows:

- Regional District of North Okanagan  
The rail trail is open to the public. 'Use at your own risk' signage is posted at access points to the rail trail.
- District of Lake Country  
The rail trail is open to the public. 'Use at your own risk' signage is posted at access points to the rail trail.

- Okanagan Indian Band, IR#7  
This section of rail trail is still owned by CN Rail and is not open for public access. This section must go through a federally managed 'addition to reserve' (ATR) process before it can be transferred from the federal government to the Band.
- City of Kelowna  
The corridor is closed to public access until the rail trail is developed.

## **GOVERNANCE**

The IDT has retained a governance consultant to assist with identifying options for how the four owners might proceed with coordinated operation and administration of this regional rail trail. Senior administrator(s) of each owner will be discussing a preferred method for proceeding with this. As with other policy and financial decisions regarding the corridor, the elected political leaders of the owner jurisdictions will ultimately approve the coordinated governance model for the corridor.

## **OPEN HOUSES**

To coincide with the start of construction on three sections of the rail trail (i.e. RDNO, Lake Country, Kelowna) there will be an informational open house held in each of those communities in the first week of October. The purpose of the open houses is to provide information to residents about the plans, location and scheduling of 2017 construction. The open houses will be held as follows:

- Regional District of North Okanagan  
Tuesday, October 3, 2017, 4:00-6:30pm, at Coldstream Municipal Hall
- District of Lake Country  
Wednesday, October 4, 2017, 4:00-6:30pm, at Community Complex of George Elliot Secondary
- City of Kelowna  
Thursday, October 5, 2017, 4:00-6:30pm, at Parkinson Recreation Centre

At this time there is no open house scheduled for that section of rail trail corridor through the Okanagan Indian Band IR#7 lands. An open house will be conducted for this section once Band ownership is secured through the ATR process and development of the rail trail is imminent. In the meantime, OKIB members and residents are invited to attend one of the other open houses.

### **Internal Circulation:**

Alan Newcombe, Divisional Director, Infrastructure  
Doug Gilchrist, Divisional Director, Community Planning & Strategic Investments  
Derek Edstrom, Director Strategic Investments  
Kelly Kay, Communications Advisor

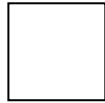
### **Considerations not applicable to this report:**

Legal/Statutory Authority:  
Legal/Statutory Procedural Requirements:  
Existing Policy:  
Financial/Budgetary Considerations:  
Personnel Implications:  
External Agency/Public Comments:  
Communications Comments:  
Alternate Recommendation:

Submitted by:

Andrew Gibbs, Project Manager, Interjurisdictional Development Team

**Approved for inclusion:**



A. Newcombe, Divisional Director, Infrastructure

cc:      Divisional Director, Infrastructure  
         Divisional Director, Community Planning & Strategic Investments  
         Director Strategic Investments  
         Central Okanagan Foundation  
         Communications Advisor  
         Community Foundation of the North Okanagan  
         Okanagan Rail Trail Initiative

# Report to Council



**Date:** October 2, 2017

**File:** 1840-10

**To:** City Manager

**From:** Robert Parlane, Parks and Buildings Planning Manager

**Subject:** Laurel Packinghouse Courtyard - Budget transfer

Report prepared by: Lindsay Clement, Park and Landscape Planner

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## **Recommendation:**

THAT Council receives for information the report from the Parks and Building Planning Manager dated October 2, 2017 regarding the Laurel Packinghouse Courtyard - Budget transfer;

AND THAT Council authorize the transfer of \$200,000 from the Capital Opportunities and Partnerships Program to the Laurel Packinghouse Courtyard project.

## **Purpose:**

To secure funding for the above noted project to enable it to proceed while the project team continues to pursue grant funding.

## **Background:**

The Laurel Packinghouse Courtyard (the 'Laurel Courtyard') is an outdoor space on the south side of the Laurel Packinghouse. Concept plans to redevelop this space to support Kelowna Museums Society (KMS) heritage programming were originally part of the Laurel Packinghouse revitalization project, completed in 2010. However, due to lack of funding at that time, the outdoor space remained incomplete.

Improvements to the Laurel Courtyard will build upon the City's vision to enhance public use and enjoyment of its Civic Block and Cultural District. The Official Community Plan includes a policy to continue to develop and enhance the Kelowna Cultural District as a centre for arts, culture and entertainment. Realizing its importance, the City has invested in extensive public consultation to inform master planning and development of the District. The new master plan underlines the importance of enhancing and animating existing urban outdoor spaces, like the Laurel Courtyard.

A "play & learn" space will offer a rich learning environment in which to expand heritage-based school and public programs delivered by KMS. There is a demand for more programming in the Laurel Courtyard. Indeed, in 2015 the Royal BC Museum requested use of



the space for a travelling children's display. Regretfully, KMS had to deny this request due to the deteriorating condition of the Courtyard, but will be looking to strengthen partnerships such as these once the Laurel Courtyard improvements are complete.

In 2017, staff received capital funding to complete the design and construction of the Laurel Courtyard, in partnership with KMS. The capital cost was set at \$465,000, with \$150,000 coming from KMS and another \$150,000 being pursued through grant applications.

In 2016, KMS applied for \$150,000 through the federally funded Canada 150 - Community Infrastructure Program. While the project fit all the required criteria for funding, the application was unsuccessful. A review of the successful projects showed funding was distributed to many projects typically of a much smaller budget value. Staff subsequently applied for a Canada 150 grant funded by B.C. Museums Association, but was again unsuccessful.

Currently there are two further grant opportunities available:

- Community Gaming Grants Capital Projects Program (Province of BC): KMS is eligible to submit an application for up to 50% of total project costs, to a maximum of \$250,000. The application deadline is September 30, 2017, with approved grants awarded by December 31, 2017;
- Canada Cultural Spaces Fund (federal Department of Canadian Heritage): either the City or KMS could apply for up to 50% of total project costs related to infrastructure and equipment which supports professional arts and/or heritage activities. This program has ongoing intake of applications.

Due to the uncertainty of the outcome of the grant funding, staff have studied various combinations of project scope reduction and were able to, through value engineering techniques and the loss of almost all site specific amenities, get the project to meet the available project budget. However, with a bare bones plan the Laurel Packinghouse Courtyard no longer provides the interpretive program elements, and the KMS would no longer be able to support the project as a funding partner.

Our consultants have been working on preparing tender ready construction documents, and are currently on a stop-work order at 75% complete. Staff would like to continue with the project design to allow the works to go out to tender soon in order to secure best pricing for identified works to be completed in 2018.

A budget of \$500,000 for the second phase of development to the Kelowna United (KU) Soccer Facility at Mission Recreation Park was originally approved through the Capital Opportunities & Partnership Program as per 2016 budget. KU intends to build a support building for the Centre and the City's responsibility includes the fill and grading of the surrounding parkland, site services and sidewalk connection for the facility to the parking area. With KU currently exploring other projects on non-municipal land, this project has been delayed and the Memorandum of Understanding has expired. Staff recognise the benefit of a support building at this location and will consider a similar budget proposal to Council when KU is ready to proceed.

Work completed while the project was active includes preliminary site grading, but no further servicing of the site has been completed and the balance of the funds remain.

Staff is recommending that some of the remaining budget from the Capital Opportunities & Partnership Program, in the amount of \$200,000, be transferred to the Laurel Packinghouse Courtyard project in order for the project to continue. Should staff be successful in receiving grant funding, the funds held in reserve to a maximum of \$200,000 would not be used.

**Internal Circulation:**

Divisional Director, Infrastructure  
Divisional Director, Active Living & Culture  
Financial Planning Manager  
Infrastructure Administration Manager  
Partnership Manager  
Grants & Special Projects Manager  
Infrastructure Delivery Department Manager  
Community Communications Manager  
Park Services Manager

**Considerations not applicable to this report:**

Financial/Budgetary Considerations:

Alternate Recommendation:

Legal/Statutory Authority:

Legal/Statutory Procedural Requirements:

Existing Policy:

Personnel Implications:

Communications Comments:

Submitted by:

Lindsay Clement, Park and Landscape Planner

Approved for inclusion:



Alan Newcombe, Divisional Director, Infrastructure

Attachment: 2017-10-02-Laurel Courtyard Budget Transfer-Presentation

cc: Divisional Director, Infrastructure  
Divisional Director, Active Living & Culture  
Financial Planning Manager  
Infrastructure Administration Manager  
Partnership Manager  
Grants & Special Projects Manager  
Infrastructure Delivery Department Manager  
Community Communications Manager  
Park Services Manager  
City Clerk  
Executive Director, Kelowna Museums



# Laurel Packinghouse Courtyard Budget Transfer Request

October 2, 2017



# Background

- ▶ Partnership with Kelowna Museums Society (KMS)
  - ▶ Heritage programming
  - ▶ Kelowna Cultural District
- ▶ 2017 Capital project
  - ▶ \$165,000 capital funding
  - ▶ \$150,000 partnership with KMS
  - ▶ \$150,000 anticipated grant funding

# Funding

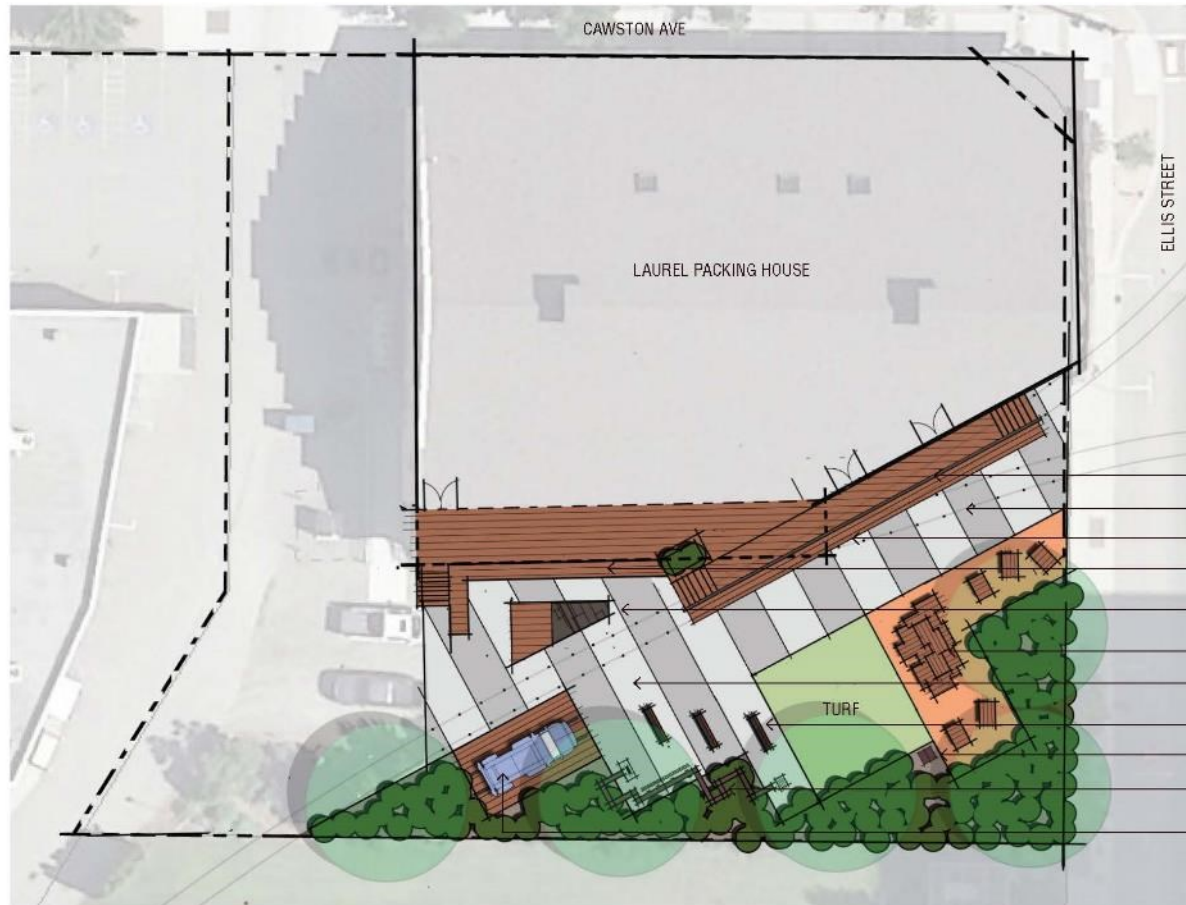
- ▶ Grant applications to date
  - ▶ Canada 150 – Community Infrastructure Program
    - ▶ Submitted by KMS | \$150,000 ask
    - ▶ Funding was unsuccessful
  - ▶ Canada 150 – B.C. Museums Association
    - ▶ Submitted by City planning staff | \$100,000
    - ▶ Funding was unsuccessful



# Funding

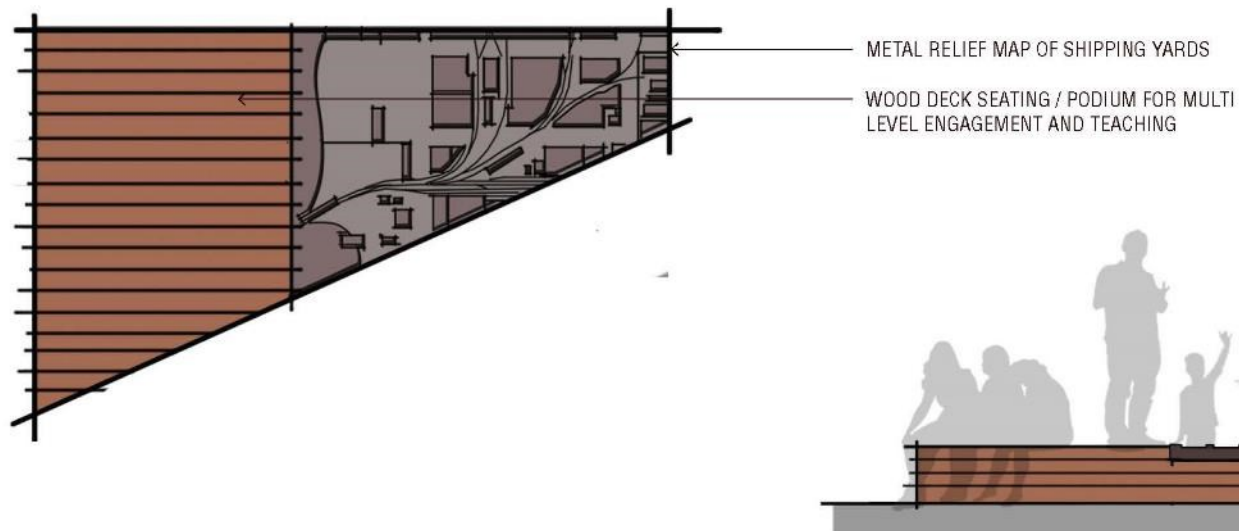
## ► Current opportunities

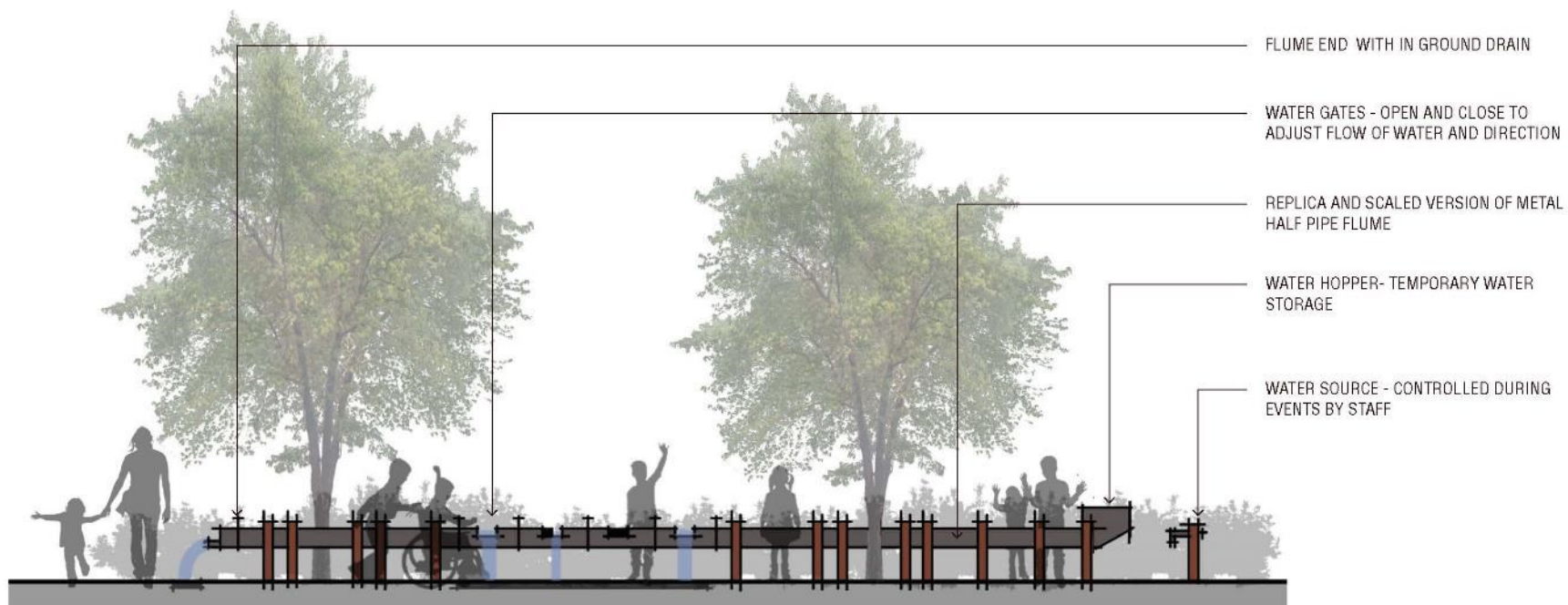
- Community Gaming Grants Capital Projects Program
  - KMS will submit application
  - Maximum ask of \$250,000
- Canada Cultural Spaces Fund (federal Department of Canadian Heritage)
  - City or KMS could apply for up to 50% of total project costs related to infrastructure and equipment which supports professional arts and/or heritage activities



- METAL PICKET RAIL WITH WOOD DETAILING
- FLUSH MOUNTED "SPIKES" (HISTORIC RAIL LINE)
- CANTILEVERED SEATING AND HISTORIC IMAGING
- WOOD DECK/ GROUP SEATING
- RAIL YARD MAP
- APPLE BOX FEATURE ON RUBBERIZED SAFETY SURFACE
- SANDBLASTED CONCRETE
- BENCH SEATING
- INTERACTIVE INSECT HOTEL AND INDIGENOUS PLANTING
- IRRIGATION FLUME
- CHAPMAN SWITCHING TRUCK (1945)

# Laurel Courtyard – Site Plan





# Capital Opportunities & Partnership Program

- ▶ Kelowna United Soccer Facility
  - ▶ Funded in this stream per 2016 capital budget
  - ▶ Preliminary site preparation and grading completed
    - ▶ No site servicing
    - ▶ Surface landscape treatment remains (hydroseeding, or sim.)
  - ▶ Proposed budget transfer of \$200,000 to Laurel Courtyard Project
  - ▶ If staff is successful in receiving grant funding, budget will be held in reserve



# Recommendation

- ▶ THAT Council authorize the transfer of \$200,000 from the Capital Opportunities and Partnerships Program to the Laurel Packinghouse Courtyard project



## *Questions?*

For more information, visit [kelowna.ca](http://kelowna.ca).

# Report to Council



**Date:** October 2, 2017  
**File:** 1840-10  
**To:** City Manager  
**From:** Lindsay Clement, Park and Landscape Planner  
**Subject:** Park Naming - 4010-4020 Lakeshore Road

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## **Recommendation:**

THAT Council receives for information the report from the Park and Landscape Planner dated October 2, 2017 regarding Park Naming - 4010-4020 Lakeshore Road;

AND THAT Council endorses by resolution “Bluebird Beach Park” as the formal name for use on the park site at 4010-4020 Lakeshore Road.

## **Purpose:**

To seek Council endorsement to formalize the name of the new park site at 4020 Lakeshore Road.

## **Background:**

The City owned park at 4010-4020 Lakeshore Road has been unofficially referred to as “Lakeshore Park” or “Bluebird” by staff. Staff recommend that the official name of the park be established. Council Policy No 251, the Park Naming Policy, outlines the criteria for assigning park names. Parks are normally given names that follow adjacent street names. In this case, the park would be assigned the name “Lakeshore Park”. However, due to the length of Lakeshore Road, this name was thought to be unspecific, and that “Lakeshore Park” might be confused with several other parks along the same road.

Although not directly on Bluebird Road, the park site at 4010-4020 Lakeshore Road is adjacent to Bluebird Road South Beach Access. Staff are proposing to combine the beach access site with the new park site, collectively creating one park with the name “Bluebird Beach Park”. It should be noted, Bluebird Road North Beach Access, some 330m to the north, would remain as currently named.

Similar high profile parks along Lakeshore Road have been assigned distinguishable names and also use the term ‘beach’ park, such as “Boyce-Gyro Beach Park” and “Rotary Beach Park”. Council Policy No 251 states, “Where the adjacent street has already been used to name a Park or if the park is higher profile in nature, then a name will be chosen to describe the name of a community, sector or unique geographical feature for community, recreation,

linear natural area or city wide parks.” Staff see this park as higher profile in nature and a legacy park for the City of Kelowna. After the beautiful beach, the most distinguishing natural feature on the site are the several mature Ponderosa pines. With rich red bark and a sweet smell, Ponderosa’s are synonymous with the Okanagan valley. Staff have therefore proposed an alternate recommendation that the park be named “Ponderosa Beach Park”.

**Alternate Recommendation:**

The second recommendation be replaced with:

AND THAT Council endorses by resolution “Ponderosa Beach Park” as the formal name for use on the park site at 4010-4020 Lakeshore Road.

**Internal Circulation:**

Divisional Director, Infrastructure  
Divisional Director, Community Planning & Strategic Investments  
Buildings and Parks Planning Manager  
Strategic Land Development Manager  
Community Communications Manager  
Community & Neighbourhood Services Manager  
Grants & Special Projects Manager  
Infrastructure Operations Department Manager  
Parks Services Manager

**Considerations not applicable to this report:**

Financial/Budgetary Considerations:  
Legal/Statutory Authority:  
Legal/Statutory Procedural Requirements:  
Existing Policy:  
Personnel Implications:  
Communications Comments:

Submitted by:

Lindsay Clement, Park and Landscape Planner

Approved for inclusion:



Alan Newcombe, Divisional Director, Infrastructure

cc: Divisional Director, Infrastructure  
Divisional Director, Community Planning & Strategic Investments  
Buildings and Parks Planning Manager  
Strategic Land Development Manager  
Community Communications Manager  
Community & Neighbourhood Services Manager  
Grants & Partnerships Manager

Infrastructure Operations Department Manager  
Parks Services Manager  
City Clerk





# Park Naming

## 4010-4020 Lakeshore Rd.

October 2, 2017









4010-4020 Lakeshore Road



# Bluebird Beach Park

- ▶ Adjacent to Bluebird Road South Beach Access
- ▶ 'Bluebird' is currently being used both by some City staff and members of the public to identify this site
- ▶ Based on the natural characteristics of this site, swallows would be found here. 'Bluebird' is used colloquially as a synonym for the swallow.

# Ponderosa Beach Park

- ▶ Beautiful, mature Ponderosa Pine trees exist all along the beach
- ▶ Dry sandy conditions and other indigenous species indicate that these trees are likely native to the site



# Recommendation

- ▶ THAT Council endorses by resolution “Bluebird Beach Park” as the formal name for use on the park site at 4010-4020 Lakeshore Road.

# Alternate Recommendation

- ▶ AND THAT Council endorses by resolution “Ponderosa Beach Park” as the formal name for use on the park site at 4010-4020 Lakeshore Road.



## *Questions?*

For more information, visit [kelowna.ca](http://kelowna.ca).

# CITY OF KELOWNA

## BYLAW NO. 11457

### Amendment No. 5 to Revitalization Tax Exemption Program Bylaw No. 9561

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

1. THAT Section 2 be amended by deleting the definition for "Purpose-Built Rental Housing" that reads:

"Purpose-Built Rental Housing" means a self-contained building(s) containing five or more Dwelling Units that are intended to be used for rental housing and does not include buildings that are stratified. Purpose-built rental housing meets an identified need for affordable housing in the city. Since rent is controlled within rental buildings under the Residential Tenancy Act, this is a form of affordable housing;

And replacing it with:

"Purpose-Built Rental Housing" means a self-contained building(s) containing five or more Dwelling Units that are intended to be used for rental housing. Purpose-built rental housing meets an identified need for housing in the city and does not include buildings that are stratified unless for the projects has an operating agreement with the British Columbia Housing Management Commission, Provincial Rental Housing Corporation or the Government of British Columbia.

2. AND THAT Section 5 sub-paragraph c be deleted in its entirety that reads:

"For "Tax Incentive Area 3", 50% of the Residential portion of Revitalization Amount on the parcel, for a project with a minimum floor area of 3,716 m<sup>2</sup> (40,000 sq. ft.);"

3. AND THAT Section 6, sub-paragraph c. be amended by deleting the following from the end of the sub-paragraph:

"A Tax Exemption will not be considered for a renovation within 5c; for Projects within 5c, a Tax Exemption will be considered on the first 200,000 sq. ft. of development to receive a building permit. When building permits have been issued for 200,000 sq. ft "Tax Incentive Area 3" will be removed;"

4. AND THAT Schedule A, Tax Incentive Area City Centre Map be amended by deleting in its entirety and be replaced with a new Schedule A Tax Incentive Area City Centre Map as attached to and forming part of this bylaw;

5. AND THAT Schedule B, Revitalization Tax Exemption Agreement be amended by deleting Section 6, sub-paragraph c in its entirety that reads:

"c. For "Tax Incentive Area 3", 50% of the Residential portion of Revitalization Amount on the parcel, for a project with a minimum floor area of 3,716 m<sup>2</sup> (40,000 sq. ft.);"

6. AND THAT Schedule C, Tax Exemption Certificate be amended by deleting Section 3 in its entirety that reads:
  - "3. "Tax Incentive Area 3," 50% of the Residential portion of the Revitalization Amount attributed to building Permit No. \_\_\_\_\_ between 20\_\_ (the calendar year before the commencement of construction of the project) and 20\_\_ (the calendar year in which the Revitalization Tax Exemption Certificate is issued);"
7. This bylaw may be cited for all purposes as "Bylaw No. 11457, being Amendment No. 5 to Revitalization Tax Exemption Program Bylaw No. 9561."
8. This bylaw shall come into full force and effect and is binding on all persons as and from the date of adoption.

Read a first, second and third time by the Municipal Council this 18<sup>th</sup> day of September, 2017.

Adopted by the Municipal Council of the City of Kelowna this

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

