
CITY OF KELOWNA

MEMORANDUM

Date: May 24, 2006
File No.: 0870-20
To: City Manager
From: Cultural Services Facilities Manager
Subject: Brent's Grist Mill Site Memorandum of Understanding

RECOMMENDATION:

THAT City Council approved the Memorandum of Understanding with the Central Okanagan Heritage Society;

AND THAT the Civic Properties Manager be authorized to enter into negotiations for a use agreement based on the Memorandum of Understanding.

BACKGROUND

In September 2002 Brent's Grist Mill, the Fleming House and the Dairy Barn were moved from their original location to a City owned site at 2128 Leckie Place at the foot of Dilworth Mountain. The intent was to preserve irreplaceable heritage buildings from demolition and create a unique heritage theme park. The buildings were placed on engineered foundations, a security fence was erected and security patrols were established to protect the heritage buildings.

The Central Okanagan Heritage Society was instrumental in identifying these buildings as well as developing a site plan for the full development of the park site.

Staff has now completed negotiating a Memorandum of Understanding with the Heritage Society that allows the Society to move forward with fundraising and restoration of these buildings.

Provisions are included in the Memorandum of Understanding for;

- The Heritage Society to have access to the site;
- Clarification of security responsibilities and ;
- A five (5) year lease of the site.

The following provisions included in the Memorandum of Understanding are subject to future Council approval and include;

- Road access;
- Utility and communications installations;
- Landscaping;
- Capital grants;
- Updating the site plan;
- Updating the capital budget and ;
- Updating the impact the Central Okanagan Bypass will have on the site.

Ron Forbes
Cultural Services Facilities Manager

cc: Director of Parks and Leisure Services
Director of Finance
Civic Properties Manager
Parks Manager

Memorandum of Understanding is made the _____ day of _____ 2006

BETWEEN

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

(the "City")

AND
CENTRAL OKANAGAN HERITAGE SOCIETY
10 – 2055 Ethel St
Kelowna, BC V1Y 2Z6

(COHS)

WHEREAS:

The City owns property located at 2128 Leckie Place, Kelowna BC and has moved three heritage buildings to the site including Brent's Grist Mill, the Fleming House and the Dairy Barn. The COHS wishes to reach an agreement with the City for the CHOS to restore, renovate, and provide interpretation of the buildings, provide landscape maintenance and an on-site caretaker. As the City is in agreement in principal with this proposal and the parties have agreed to seek the required approvals from their respective governing/managing bodies with the intent to bring about a formal agreement based on the following:

1. The City will provide COHS access to Brent's Grist Mill, the Fleming House and the Dairy Barn for clean-up, renovation / restoration activities upon confirmation that COHS has secured liability and WCB insurance to cover work activities on the site. COHS must comply with all applicable building codes and regulations as well as secure appropriate permits. In addition COHS will provide temporary power as well as a temporary bathroom on-site.
2. Subject to future budget approvals by City Council, the City will undertake, upon twelve (12) months notice, road access, utility and communications installations at the site upon confirmation that COHS has completed sufficient work to obtain an occupancy permit for the Fleming House.
3. The City and COHS will work towards entering an initial five-year lease for land and buildings, granted to COHS, for that area of the site which is enclosed by security fencing on the north side of the Mill Creek corridor.
4. Subject to future budget approvals by City Council, the City will provide basic landscape improvements surrounding Fleming House, after which the COHS will provide landscape maintenance for the area covered by the lease. The intent is to do the landscaping when the Fleming House is ready for the caretaker to move in. Subject to budget approval by Council, the City will provide landscaping on the remainder of the site.
5. The City will be responsible for maintaining the fencing surrounding the site while restoration work is being performed. COHS will ensure the site is secured daily after work parties have been on site to prevent public access. Should public access be granted by COHS, COHS will ensure all hazards are removed or otherwise secured to ensure public safety.
6. Once restoration and renovations are completed, responsibility for maintenance and repair of the buildings and the security of the site will revert to the City. CHOS will

provide interpretive literature, tours and signage at their own cost and will be permitted to charge a fee to visitors.

7. The initial lease agreements between the City and COHS are based on a future anticipated expansion of the lease area, to cover portions of the site on the south side of the Mill Creek corridor.
8. City Council will be asked to consider a small annual capital grant to COHS, renewable only if COHS can demonstrate that the grant has been entirely expended on materials and specialized contracts r3elated to this project.
9. Subject to City Council approval, the City will budget for in 2007 to undertake an update of the site plan, an update of the capital budget, and an update of the impact of the Central Okanagan Bypass.

THEREFORE - the parties agree to bring this Memorandum forward to their respective governing/managing bodies with all reasonable haste to ensure an agreement can be reached without undue delay.

NO LEGAL OBLIGATIONS - This Memorandum of Understanding is not legally binding and creates no legal obligations on the City or on the COHS. It does however, express the intentions of the parties as herein set out.

<div>CITY OF KELOWNA</div> <div>By: _____</div> <div>David Graham</div>	<div>CENTRAL OKANAGAN HERITAGE SOCIETY (COHS)</div> <div>By: _____</div> <div>Marguerite Berry</div>
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