

# Memo



**Date:** November 1, 2010  
**File:** 1405-20  
**To:** City Manager  
**From:** Ron Westlake, Director, Regional Services  
**Subject:** Transit Shelter Update

Report prepared by Jerry Dombowsky, Regional Programs Manager

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## Recommendation:

THAT Council receive for information, the presentation attached to the report of the Director, Regional Services dated November 1, 2010 which provides an overview of transit shelters and facilities in Kelowna, and an update on this year's program to add new shelters within the Kelowna Regional Transit system.

AND THAT Council authorizes the City to enter into funding agreements with the District of Peachland, the District of West Kelowna the Westbank First Nation and the District of Lake Country at their option for their share of funding of the UBCM Public Transit Infrastructure Program (PTIP);

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

AND FURTHER THAT Council approve the release of funds, up to \$187,000 to those Kelowna Regional Transit partners who have executed funding agreements; or to release the funds to UBCM for those partners who wish to deal with UBCM directly, for upgrading of bus stops and the installation of the new shelters to be provided under the Public Transit Infrastructure program.

**Purpose:** To update Council on the current state of transit shelters and facilities in Kelowna, including the role of advertising; to brief Council on the new shelters and bus stop infrastructure improvement to be completed by March 31, 2011; and to allow Council to authorize the release of PTIP funds to Kelowna Regional Transit partners or to UBCM for upgrades to bus stops including installation of the new shelters.

## Background

Through the Union of British Columbia Municipalities, the City is the administrator of funding provided by the Public Transit Infrastructure Program (PTIP) for general bus stop improvements. As such we are working with our local partners in Kelowna Regional Transit to implement the proposed improvements. The improvements include bus pullouts, concrete pads for transit users and bus shelters in many locations.

The supply of new bus shelters was awarded to Enseicom Inc. in May 2010. With the shipment of manufactured shelters now fully received, the remaining funds need to be released to the regional partners for installation work and for the other improvements they made to their bus stops.

A handwritten signature in blue ink, appearing to be a stylized 'V' or similar mark.

The local government or road authority where the bus stop improvements are being made have the option to enter into agreements which stipulate responsibility for ongoing maintenance of the works once they are completed. Alternately, the local governments have the option of asking the City to return the remaining funds to UBCM with whom they can enter into maintenance agreements with directly.

**Financial/Budgetary Considerations:**

Funding is included in the 2010 budget for bus stop improvements and the shelter purchases. The PTIP funding must be used prior to March 31, 2011 as per agreement between the City and UBCM.

**Considerations not applicable to this report:**

- Internal Circulation
- Legal/Statutory Authority
- Legal/Statutory Procedural Requirements
- Existing Policy
- Personnel Implications
- External Agency/Public Comments
- Community & Media Relations Comments
- Alternate Recommendation:

Submitted by:



R. Westlake, Director  
Regional Services

Approved for inclusion:



J. Paterson, General Manager, Community Sustainability

cc: C. Stephen, Director, Community & Media Relations  
K. Grayston, Director, Financial Services

Attachment: Transit Shelter Program, Kelowna Regional Transit

**KELOWNA REGIONAL TRANSIT INFRASTRUCTURE AND IMPROVEMENTS  
AGREEMENT**

This Agreement made as of \_\_\_\_\_, 2010,

**AMONGST:**

**AND:**

**The City of Kelowna**

**WHEREAS:**

- A. Her Majesty the Queen in Right of Canada (Canada), Her Majesty the Queen in Right of the Province of British Columbia (British Columbia) and the Union of British Columbia Municipalities (UBCM) entered into the Public Transit Transfer Agreement (PTA) under which Canada has provided funds for public transit to primarily support environmental sustainability objectives.
- B. Her Majesty the Queen in Right of the Province of British Columbia (British Columbia) has provided funds for public transit under the Public Transit Infrastructure Program (PTIP) to support investments in public transit infrastructure.
- C. Her Majesty the Queen in Right of Canada (Canada), Her Majesty the Queen in Right of the Province of British Columbia (British Columbia) and the Union of British Columbia Municipalities (UBCM) entered into the Agreement on the Transfer of Federal Gas Tax Revenues (Gas Tax Agreement).
- D. The UBCM has agreed to administer the public transit funds made available by Canada under the PTA, by British Columbia under the PTIP, and to administer funds made available by Canada and British Columbia for regionally significant projects.
- E. Canada, British Columbia and UBCM have agreed to a funding allocation formula and delivery mechanism set out in these agreements that meet the specific needs of British Columbia local governments.
- F. UBCM and the City of Kelowna entered into the Regionally Significant Project, Tier 1 and 2 Strategic Priorities Fund and/or Innovations Fund Funding Agreement under the Agreement on the Transfer of Federal Gas Tax Revenues on November 13, 2009.
- G. UBCM and the City of Kelowna entered into the Public Transit Agreement and Public Transit Infrastructure Program Funding Agreement on November 27, 2009.

H. The City of Kelowna wishes to enter into an agreement with each Eligible Recipient prior to the transfer of funds to support the Kelowna Regional Transit System and to enforce all terms and conditions of the agreements.

NOW THEREFORE, in consideration of the mutual promises herein, the City of Kelowna and the Recipient agree as follows:

## 1. INTERPRETATION

### 1.1 Definitions

A capitalized term has the meaning given to it in this section unless the context clearly dictates otherwise.

**"Agreement"** means this agreement between the Recipient and the City of Kelowna.

**"Chief Financial Officer"** means the officer assigned financial administration responsibility under section 149 of the *Community Charter*.

**"Eligible Transit Infrastructure and Improvements"** means the bus rapid transit project and bus stop improvements within the service area of the Kelowna Regional Transit System. The bus rapid transit project will include development of transit exchanges near town centres with all the necessary elements which may include roadway pullouts, platforms, bus shelters and ancillary furniture, equipment, signage, lighting and landscaping. The bus stop improvement project will include the following components, as appropriate to each evaluated and approved bus stop: asphalt or concrete pullouts for buses; concrete pads for pedestrians; transit shelters; lighting; and miscellaneous civil improvements, including drainage and signage. Locations designated for Eligible Transit Infrastructure and Improvements include those described in Schedule B.

**"Eligible Costs"** means those costs described in Schedule A, incurred in respect of Eligible Transit Infrastructure and Improvements.

**"Eligible Recipient"** means:

- (a) District of West Kelowna;
- (b) District of Lake Country;
- (c) Westbank First Nations, District of Peachland and the Regional District of Central Okanagan

**"Funds"** means the funds made available pursuant to this Agreement and includes any interest on the said Funds.

**"Party"** means the City of Kelowna or the Recipient.

**“Partnership Committee”** means the Partnership Committee established under the Gas Tax Agreement.

**“Recipient”** means a local government from the list of Eligible Recipients as defined on page 1 of this Agreement.

**“Third Party”** means any person, other than a Party to this Agreement that participates in the implementation of Eligible Infrastructures and Improvements.

## **1.2 Schedules**

The following schedules are attached to and form part of this Agreement:

Schedule A - Eligible and Ineligible Costs

Schedule B - Eligible Transit Infrastructure and Improvements and their Locations

Schedule C - Maintenance Best Practices

## **1.3 Accounting Principles**

All accounting terms not otherwise defined therein have the meanings assigned to them under the generally accepted accounting principles (GAAP); all calculations will be made and all financial data to be submitted will be prepared in accordance with the GAAP in effect in Canada and in British Columbia. GAAP will include, without limitation, those principles approved or recommended from time to time by the Canadian Institute of Chartered Accountants, or any successor institute, applied on a consistent basis.

## **2. COMMITMENTS AND ACKNOWLEDGEMENTS OF THE ELIGIBLE RECIPIENT**

### **2.1 Eligible Transit Infrastructure and Improvements Approved for Funding and Changes to Eligible Transit Infrastructure and Improvements**

- (a) Eligible Transit Infrastructure and Improvements approved for funding are as described in Schedule B and funding under this Agreement is subject to completion of Eligible Transit Infrastructure and Improvements and a commitment to Maintenance Best Practices as per Schedule C. Funding under this Agreement will not be made available to the Recipient for an Eligible Transit Infrastructure and Improvement where the scope or Eligible Costs of the Eligible Transit Infrastructure and Improvement are different than that described in Schedule A and Schedule B unless the Recipient has obtained prior written approval for the change from the City of Kelowna.
- (b) The City of Kelowna shall not consider cost overruns on Eligible Transit Infrastructure and Improvements other than in exceptional circumstances where:
  - (i) the Recipient informs the City of Kelowna as soon as it becomes aware that a cost overrun is probable;

- (ii) the City of Kelowna approves the inclusion of the cost overrun as justifiable; and
- (iii) funds are available to cover the cost overrun.

## **2.2 Project Management and Requirement to Complete Project**

- (a) The Recipient will act in a project management capacity and will be responsible to complete the Eligible Transit Infrastructure and Improvements. Upon completion, the Recipient will be responsible for the tangible capital assets resulting from the Eligible Transit Infrastructure and Improvements which are located within the Recipient's jurisdictional boundary.
- (b) The Recipient will implement the Eligible Transit Infrastructure and Improvements project in a diligent and timely manner, and will complete the:
  - i) Eligible Bus Stop Improvements as described in Schedule B, Item 1, no later than the 31<sup>st</sup> day of March, 2011, or a later date approved in advance by the City of Kelowna, (the Completion Date); and will complete the
  - ii) Eligible Transit Infrastructures, no later than the 30<sup>th</sup> day of September, 2013, or a later date approved in advance by the City of Kelowna (the Completion Date).
- (c) Upon request by the City of Kelowna, the Recipient will provide evidence to the City of Kelowna that the Recipient has commenced Eligible Transit Infrastructure and Improvements.
- (d) If, in the judgment of the City of Kelowna, the Recipient fails to demonstrate that Eligible Bus Stop Improvements as described in Schedule B, Item 1, are to be completed by the Completion Date, this Agreement may be terminated at the option of the City of Kelowna, effective immediately.
- (e) If, in the judgment of the City of Kelowna, the Recipient fails to demonstrate that the Eligible Transit Infrastructures as described in Schedule B, Item 2 are to be completed by the Completion Date, then this Agreement may be terminated at the option of the City of Kelowna, effective immediately.

## **2.3 Undertaking the Eligible Transit Infrastructure and Improvements**

The Recipient will:

- (a) award and manage all contracts for the supply of services and/or materials to the Eligible Infrastructure and Improvements in accordance with the Recipient's relevant policies and procedures;
- (b) award contracts for the supply of services and/or materials to the Eligible Transit Infrastructure and Improvements in a manner that is transparent, competitive, and consistent with value for money principles;
- (c) comply with all legislated environmental assessment requirements and agree that no Funds will be committed to an Eligible Transit Infrastructure and Improvement until all environmental assessment requirements have been satisfied;
- (d) implement any mitigation measures identified in any environmental assessment of the Eligible Transit Infrastructure and Improvements;

- (f) in order to ensure completion of the Eligible Transit Infrastructure and Improvements as identified in this Agreement, Eligible Transit Infrastructure and Improvements are subject to site visits at any time during construction and for a period of three years after their completion, and for this purpose, the Recipient will permit any member of the City of Kelowna, or its designate, at any reasonable time, to have access to the Eligible Transit Infrastructure and Improvement sites;
- (g) upon completion of Eligible Transit Infrastructure and Improvements, the Recipient shall take over full responsibility for the Eligible Transit Infrastructure and Improvement's operation, maintenance and repair;

#### **2.4 Communications**

The Recipient will ensure that:

- (a) all communications referring to projects receiving PTA, PTIP and Gas Tax Funds under this Agreement clearly recognize Canada's and British Columbia's investment and use identification graphics provided by Canada and British Columbia;
- (b) permanent signage is placed in the location of projects receiving PTA, PTIP and Gas Tax Funds under this Agreement, prominently identifying Canada's and British Columbia's investment and including Canada's and British Columbia's identification graphics provided by UBCM;
- (c) where there is no fixed location for signage, such as a transit vehicle, a prominent marker will recognize the contribution of Canada and British Columbia, as applicable. All signage/plaques will be located in such a way as to be clearly visible to users, visitors and/or passersby;
- (f) a minimum of 21 days notice of an event or announcement in relation to a project funded under this Agreement is given to Canada, British Columbia, UBCM and the City of Kelowna, in order that all orders of government may plan their involvement;
- (g) Canada, British Columbia and UBCM will each receive appropriate recognition in joint communications materials; and

#### **2.5 Record Keeping, Reporting, and Audit**

The Recipient will:

- (a) maintain proper and accurate accounts and records, including invoices, statements, receipts and vouchers in respect of all Eligible Transit Infrastructure and Improvements that receive Funds and ensure that such records are kept for at least three years after termination of this Agreement and, upon reasonable notice, make them available to the UBCM or the City of Kelowna;
- (b) permit an audit of Eligible Transit Infrastructure and Improvements and fully cooperate with any auditor retained by the UBCM for such purpose; and
- (c) provide to the City of Kelowna no later than July 1 of each year a written report clearly setting out the following information for the previous fiscal year, and cumulatively from the date of this Agreement:
  - (i) the amount received from the City of Kelowna under this Agreement;
  - (ii) the aggregate amount of Funds paid for Eligible Costs of Eligible Transit Infrastructure and Improvements under this Agreement;

- (iii) the amount, if any, held at year end to be paid for Eligible Costs of Eligible Transit Infrastructure and Improvements under this Agreement;
- (iv) for each Eligible Transit Infrastructure and Improvement:
  - (A) The location;
  - (B) The investment category;
  - (C) The amount and identity of all sources of funding;
  - (D) The progress made towards its completion;
  - (E) The nature of the investment
- (v) a declaration from the Chief Financial Officer that to the best of that officer's knowledge:
  - (A) all funds paid under this Agreement have been expended for Eligible Costs of Eligible Transit Infrastructure and Improvements;
  - (B) each Eligible Transit Infrastructure and Improvement funded will result in net incremental spending on infrastructure; and
  - (C) the Recipient's financial statements were prepared following the accounting rules of the Public Sector Accounting Board, and
- (d) if requested, provide to UBCM additional information that may be required in order for UBCM to fulfill its reporting, audit and evaluation requirements under the PTA/PTIP and Gas Tax Agreements, including information with respect to use of Funds, incremental spending, Eligible Transit Infrastructure and Improvements, outputs and outcomes of the investment, and related communications activities.

**2.6 Ownership and repayment requirements**

The Recipient acknowledges and agrees that:

- (a) except as provided for in paragraph (b), if, at any time within ten years from the date of completion of an Eligible Transit Infrastructure and Improvement, an Eligible Recipient sells, leases, encumbers, relocates or otherwise disposes of, directly or indirectly, any asset constructed, rehabilitated or improved, in whole or in part, with Funds made available under this Agreement, the Eligible Recipient shall repay the City of Kelowna, on demand, a proportionate amount of the funds contributed by the Province, as follows:

Where Eligible Transit Infrastructure and Improvements asset is sold, leased, encumbered or disposed of:	Repayment of contribution (in current dollars)
Within 2 years after Eligible Transit Infrastructure and Improvements completion	100%
Between 2 and 5 years after Eligible Transit Infrastructure and Improvements	55%
Between 5 and 10 years after Eligible Transit Infrastructure and Improvements	10%
Rolling stock up to 10 years old	At book value depreciated according to GAAP



- (b) the repayment provision under paragraph (a) does not apply if the asset disposal is to Canada, British Columbia, a Local Government or a Crown corporation of British Columbia that is the latter's agent for the purposes of implementing this Funding Agreement or to another Eligible Recipient; and
- (c) it will notify the City of Kelowna in writing as soon as practicable of any transaction triggering the above mentioned repayment.

## **2.7 Indemnity**

The Recipient will indemnify and save harmless Canada, British Columbia, the UBCM, the City of Kelowna, their officers, servants, employees or agents from and against all claims and demands, losses, costs, damages, actions, suits or other proceedings by whomsoever brought or prosecuted in any manner based upon, or occasioned by, any injury to persons, damage to or loss or destruction of property, economic loss or infringement of rights caused by or arising directly or indirectly from:

- (a) all Eligible Transit Infrastructure and Improvements;
- (b) the performance of the Agreement or the breach of any term or condition of this Agreement by the Parties, their officers, employees and agents, or by a Third Party and any of its officers, employees or agents;
- (c) the design, construction, operation, maintenance and repair of any part of an Eligible Transit Infrastructure and Improvement; and
- (e) any omission or other willful or negligent act of the Recipient or Their Party and their respective employees, officers, servants or agents;

except to the extent to which such claims and demands, losses, costs, damages, actions, suits or other proceedings relate to an act of negligence of an officer, employee or agent of Canada, British Columbia or UBCM in the performance of his or her duties.

## **3. CONTRIBUTION PROVISIONS AND PAYMENTS TO RECIPIENT**

Total funding allocated to the Recipient under this Agreement is \$70,000. This amount is PTIP funding towards Eligible Bus Stop Improvements identified in Schedule B, Item 1.

### **3.1 Maximum Payment**

- (a) The City of Kelowna will make a financial contribution from the PTA, PTIP and Gas Tax Funds to the Recipient for the Transit Infrastructure and Improvements as described in Schedule A and Schedule B, that will not exceed the lesser of 100% of the Eligible Costs of Eligible Transit Infrastructure and Improvements and \$70,000.
- (b) The Recipient acknowledges that Eligible Costs are limited to net costs to the Eligible Recipients, that is, net of other grants and other external contributions. The Eligible Recipients acknowledge that any other Eligible Costs that have received funding from any other federal, provincial or Third Party source will not be reimbursed under this Agreement, and the Eligible Recipient agrees to promptly notify the City of Kelowna in writing of any such funding received.

- (c) Any amount paid to the Recipient under this Agreement in excess of the maximum contribution set out in paragraph (a), must be repaid by the Recipient to the City of Kelowna.

### **3.2 Payments of Funds to the Recipient**

- (a) Provided the Recipient is not in default of this Agreement, the City of Kelowna will pay an amount validly claimed by the Recipient under paragraph (c) or (d) for completed Eligible Bus Stop Improvements as described in Schedule B , Item 1 (PTA/PTIP Funding), within 30 days of the verification of that claim.
- (b) Provided the Recipient is not in default of this Agreement, the City of Kelowna will pay an amount validly claimed by the Recipient under paragraph (c) or (d) for completed Eligible Transit Infrastructure as described in Schedule B, Item 2, when Gas Tax Agreement funding, sufficient to pay the amount validly claimed, has been transferred to the City of Kelowna from the UBCM.
- (c) Recipients may submit, on the form supplied by the City of Kelowna, a claim for payment of the contribution amount specified under section 3.1(a) up until three months after the Completion Date.
- (d) In order to be validly included in a claim for payment, amounts must be:
  - (i) Eligible Costs of an Eligible Transit Infrastructure and Improvement identified in Schedule A,
  - (ii) paid by the Recipient prior to the date of the claim,
  - (iii) not subject to reimbursement to the Recipient through any other grant, rebate or external contribution program or arrangement,
  - (iv) not included in a previous claim for payment under this Agreement, and
  - (v) when added to amounts included in all previous claims for payment under this Agreement, is less than the maximum contribution amount set out for Eligible Transit Infrastructure and Improvements in section 3.1(a), or, if the claim is made prior to the completion of the project, 85% of that amount.

### **3.3 Repayment Provisions**

Whenever the Recipient is obliged to pay monies to the City of Kelowna, under section 2.6(a) or 3.1(c) or any other provision of this Agreement:

- (a) it shall forthwith provide to the City of Kelowna the required payment together with a full accounting, certified under the Chief Financial Officer's signature, of what monies the Recipient believes are owing to the City of Kelowna, and the circumstances giving rise to the obligation to pay;
- (b) the Recipient shall, at the request of the City of Kelowna, make available to the City of Kelowna and its auditors all accounts and records and documents relating to the repayment; and
- (c) the repayment shall constitute a debt to the City of Kelowna and, unless repaid by the Recipient to the City of Kelowna, the City of Kelowna may take steps to recover the unspent Funds, including deducting the debt from amount otherwise owing to the Recipient under this Agreement.

## **4. DISPUTE RESOLUTION, DEFAULT AND REMEDIES**

### **4.1 Dispute Resolution**

- (a) The City of Kelowna and the Recipient are committed to working together and making all efforts to reach agreement on fulfillment of the terms and conditions of this Agreement and the City of Kelowna's obligations to the UBCM, British Columbia and Canada under the Funding Agreements. This includes early and ongoing communications and information sharing.
- (b) In the event of an unresolved dispute between the Parties regarding the terms and conditions of this Agreement, a Party may refer the dispute to the dispute resolution process to be developed by the Partnership Committee.

### **4.2 Default and Remedies**

- (a) If the Recipient fails to observe or comply with any of the terms or conditions set out in this Agreement, the City of Kelowna may, at its discretion exercisable by written notice to the Recipient, reduce, suspend or terminate any further payment.
- (b) On receipt of a default notice under this section, the Recipient must, within 30 days of receipt of such notice, remedy the default, or demonstrate to the satisfaction of the City of Kelowna that it has taken sufficient actions as necessary to commence curing the default or must proceed to dispute resolution.
- (c) If and so long as the Recipient remains in default of this Agreement after notice, pursuant to this section has been given, the City of Kelowna's obligation to make any further payments pursuant to section 3.2 of this Agreement are suspended.

## **5. MISCELLANEOUS**

### **5.1 Term**

This Agreement shall commence on the date that it is fully executed by all of the Parties and shall expire on:

- (i) March 31, 2011 for Eligible Bus Stop Improvement projects, as described in Schedule B, Item 1.

### **5.2 Binding Obligations**

Each Party declares to the others that the signing and execution of this Agreement was duly and validly authorized, and that each Party has incurred a legal and valid obligation in accordance with the terms and conditions of this Agreement.

### **5.3 Survival**

The rights and obligations, set out in Sections 2.2, 2.4, 2.5, 2.6, 2.7, 3.2, and 3.3 will survive the expiry or early termination of this Agreement and any other section which is

required to give effect to the termination or to its consequences shall survive the termination or early termination of this Agreement.

#### **5.4 Governing law**

This Agreement is governed by the laws applicable in British Columbia.

#### **5.5 No Agency**

It is understood, recognized and agreed that no provision of this Agreement and no action by the Parties will establish or be deemed to establish a partnership, joint venture, principal-agent relationship or employer-employee relationship in any way or for any purpose whatsoever between the City of Kelowna and the Recipient, or between the City of Kelowna, the Recipient and a Third Party.

#### **5.6 No Authority to Represent**

Nothing in this Agreement is to be construed as authorizing one Party to contract for or to incur any obligation on behalf of any other Party or to act as agent for any other Party. Nothing in this Agreement is to be construed as authorizing the Recipient or any Third Party to contract for or to incur any obligation on behalf of Canada, British Columbia, the UBCM or the City of Kelowna or to act as agent for Canada, British Columbia, the UBCM or the City of Kelowna.

#### **5.7 Counterpart Signature**

This Agreement may be signed in counterpart, and the signed copies will, when attached, constitute an original Agreement.

#### **5.8 Values and Ethics Code**

No person governed by the post-employment, ethics and conflict of interest guidelines of Canada will derive a direct benefit from this Agreement unless that person complies with the applicable provisions.

#### **5.9 Severability**

If for any reason a provision of this Agreement that is not a fundamental term is found to be or becomes invalid or unenforceable, in whole or in part, it will be deemed to be severable and will be deleted from this Agreement, but all the other terms and conditions of this Agreement will continue to be valid and enforceable.

#### **5.10 No Assignment**

This Agreement is not assignable by the Recipient and the Recipient shall not assign, pledge, or otherwise transfer any entitlement to Funds under this Agreement to any

person and shall upon receipt of Funds hereunder pay and expend such Funds thereafter only in accordance with the terms and conditions of this Agreement.

#### **5.11 Joint Projects**

Despite section 5.10, where the tangible capital asset resulting from an Eligible Transit Infrastructure and Improvement is, or will be, owned in whole or in part by an Eligible Recipient other than the Recipient, the Recipient may, upon prior written approval of the City of Kelowna, assign the obligations under this Agreement in relation to that Eligible Transit Infrastructure and Improvement to the owner of the asset.

#### **5.12 Waiver**

A Party may waive any right under this Agreement only in writing; and any tolerance or indulgence demonstrated by that Party will not constitute waiver of such right. Unless a waiver is executed in writing, that Party will be entitled to seek any remedy that it may have under this Agreement or under the law.

#### **5.13 Amendments**

This Agreement may be amended from time to time on written agreement of the Parties.

#### **5.14 Notice**

Any notice, information, or document provided for under this Agreement will be effectively given if delivered or sent by letter, postage or other charges prepaid, or by facsimile or email. Any notice that is delivered will have been received on delivery; and any notice mailed will be deemed to have been received eight calendar days after being mailed. Any notice, information or document sent by facsimile or email will be deemed validly received when so transmitted.

Any notice to the City of Kelowna will be addressed to:

City Clerk  
City of Kelowna  
1435 Water Street  
Kelowna, British Columbia V1Y 1J4

Facsimile: 250-862-3315  
Email: CityClerk@kelowna.ca

Any notice to the Recipient will be addressed to:

The Corporate Administrative Officer at the place designated as the local government office.

Each Party may change the contact information that it has stipulated by notifying in writing the other Parties of the new contact information.

**SIGNATURES**

This Agreement has been executed on behalf of the Recipient, by the Mayor and duly authorized Corporate Officer pursuant to a resolution of Council, and on behalf of the City of Kelowna, by the Mayor and duly authorized Corporate Officer pursuant to a resolution of Council.

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Corporate Officer

**CITY OF KELOWNA**

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Corporate Officer

## SCHEDULE A – Eligible and Ineligible Costs

### 1. Eligible Costs

#### 1.1 Eligible Project Costs

Eligible Costs will be all direct costs which are, in the Parties' opinion, properly and reasonably incurred, and paid by the Eligible Recipient under a contract for goods and services necessary for the implementation of an Eligible Transit Infrastructure and Improvement. Eligible costs may include only the following:

- (a) the capital costs of acquiring, constructing or renovating a tangible capital asset, and any debt financing charges related thereto;
- (b) the fees paid to professionals, technical personnel, consultants and contractors specifically engaged to undertake the surveying, design, engineering, manufacturing or construction of a project infrastructure asset and related facilities and structures; and
- (c) the costs of environmental assessments, monitoring, and follow-up programs as required by the *Canadian Environmental Assessment Act*, or a Provincial equivalent.

#### 1.2 Eligible Costs in relation to a Recipient's Employees and Equipment

Except for those costs specifically set out as ineligible under section 2(c), the incremental costs of the Recipient's employees or equipment may be included in its Eligible Cost under the following conditions:

- (a) the Recipient has determined that it is not economically feasible to tender a Contract;
- (b) employees or equipment are employed directly in respect of the work that would have been the subject of the Contract; and
- (c) the arrangement is approved in advance and in writing by the City of Kelowna.

#### 1.3 Administration Costs

That portion of PTA/PTIP Funds representing interest earned may be used to pay administration costs incurred as a result of implementing Eligible Bus Stop Improvements.

### 2 Ineligible Costs

Costs related to the following items are ineligible costs:

- (a) Eligible Transit Infrastructure and Improvement costs incurred before the date on which an application for funding for the Eligible Transit Infrastructure and Improvement was made;
- (b) services or works that, in the opinion of the Parties, are normally provided by the Eligible Recipient or a related party;
- (c) an Eligible Recipient's overhead costs, its direct or indirect operating or administrative costs and, more specifically, its costs related to planning, engineering, architecture, supervision, management and other activities normally carried out by its staff;
- (d) costs of feasibility and planning studies for individual Eligible Infrastructure and

Improvement projects ;

- (e) taxes for which the Eligible Recipient is eligible for a tax rebate and all other costs eligible for rebates;
- (f) costs of land or any interest therein, and related costs;
- (g) routine repair and maintenance costs;
- (h) legal fees;
- (i) audit and evaluation costs;
- (j) except as specified under section 1.2 above, salaries and other employment benefits of any employees of the Eligible Recipient;
- (k) except as specified under section 1.2 above, costs of leasing of equipment by the Eligible Recipient; and
- (l) except as specified under section 1.3 above, administrative costs incurred as a result of implementing this Agreement.



## SCHEDULE B - Eligible Transit Infrastructure and Improvements

1. The following are Eligible Bus Stop Improvements for purposes of this Agreement:

### Project Title: Bus Stop Improvements

A number of bus stops were identified in the Kelowna Regional Transit System as eligible candidates for improvements. The improvements are aimed at boosting customer comfort, convenience and safety at high use regional transit stops. Additionally, improvements will serve to attract new transit users by enhancing the profile of public transit. These improvements are considered important for achieving continued ridership increases and shifting travel modes over time.

### Project description:

Within the District of Peachland:

Design, procure, and construct approximately 2 bus stop improvements within the District of Peachland portion of the Kelowna Regional Transit System. The improvements will include the following components, as appropriate to each individual bus stop:

- Asphalt or concrete pullouts for buses,
- Concrete pads for pedestrians,
- Transit shelters, and
- Lighting,
- Miscellaneous civil improvements, including drainage and signage.

## SCHEDULE C – Maintenance Best Practices

On-street amenities associated with transit stops help increase transit use, improve efficiency of transit operations and are considered capital improvements enhancing the communities in which they are located. Maintenance of these amenities accommodates the needs of passengers, transit operations and adjacent property owners.

The perception, utilization and public support for public transit are in large measure predicated on the condition in which transit amenities are maintained. Kelowna Regional Transit accommodates over 4,000,000 passengers a year. The goal is to provide Kelowna Regional Transit's service area with consistent, high-quality bus stop and passenger facilities at all times.

We intend to provide passenger areas that will not only make using transit a more comfortable experience but will also encourage more people to use public transit.

At minimum, Kelowna Regional Transit bus stops include a bus stop sign with the following potential enhancements:

- Bus stop pole
- Handicap accessible landing pad
- TIPS signage
- In-shelter transit schedule poster
- Bus shelter and bench
- Illuminated advertising panel
- In-shelter lighting
- Trash can and/or cigarette disposal container
- External lighting including street lights
- CCTV applications
- Ticket Kiosk
- "Next Bus" electronic signage
- Bike lockers

### Standards

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Highest consideration shall be given to the safety, comfort and convenience of transit passengers. Impacts to the adjacent property owner(s) should also be given consideration. All maintenance activities shall maximize safety and minimize disruption to the community, transit passengers and transit operations. Cleaning and maintenance of amenities shall be avoided during passenger rush hours, unless required to address an emergency repair and/or cleaning. Vehicles shall not impede passenger boarding areas or impede normal traffic flow. All employees or contractors shall be professional and courteous at all times.

The following standards shall be used in evaluating maintenance services to provide a safe, clean and attractive passenger environment.

Definition of a clean bus stop:

- free from debris, e.g., cigarette butts, cups, newspapers, etc.
- free from foreign substances, e.g., gum, spills, food, etc.
- free from insects and weeds
- free from graffiti (written or etched)
- glass panels and other surfaces clean and free from unauthorized stickers or posters
- free from snow or ice buildup (including roadway bus pullout)

Definition of a well-maintained bus stop:

- overall passenger facilities in good repair
- areas and improvements are in good condition and all repairs are current
- all amenities (e.g., shelters, benches, trash receptacles) are properly maintained with the requirements of those with physical handicaps in mind
- furniture surfaces are in good condition, e.g., no rust, marring, scratches, etc.
- signage, walls, seating and kiosks are in good condition
- lighting in good working order at all times
- free from overhanging trees or brush
- unimpeded access in winter months (from snow and ice)

### **Routine Maintenance, Repair and Cleaning**

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Guideline for repair & maintenance:

- Repairs are performed by both in-house employees and contractors.

Guidelines for cleaning:

- Pick-up trash and debris within a 5 metre radius of bus stop areas.
- Remove graffiti, stickers and unauthorized signs and posters. Powerwash all amenities with water. Using a ladder, clean the shelter roof inside and outside with a soft bristled brush until all dirt has been removed. Clean the shelter frame, bench and windows (inside and outside) until all dirt has been removed using soft bristled brush and pressure washer.
- Dry windows with a squeegee so that no smears or streaks remain visible. Wipe benches completely dry after cleaning or graffiti removal to allow immediate customer use and to prevent claims for damaged clothing. Specific graffiti cleaner product, applied with a soft cloth, is to be used on spray paint markings.
- Hand shovel snow and ice from landing pads and clear access to roadway and sidewalk. Sand loading area if required. Major corridors and high frequency commuter routes are to receive priority.

Standards for cleaning and maintenance:

- Cleaning twice a month, at minimum, each shelter, bench and stop location as per above.
- Regular pick up of garbage from trash receptacles as well as upon public complaint. Do not allow overfilling.
- Maintenance of lighting, electrical connections, batteries for solar panels including scheduled replacements.
- Repair and/or replacement of damaged shelter panels, bench components, garbage receptacles and any other damaged, unsafe or unsightly installations as per above.

Emergency repair and cleaning:

- All emergency cleanings shall be completed within four (4) hours of notification, except broken glass, which shall be replaced within two (2) hours of notification.

Anti-litter and graffiti management:

- All litter and graffiti to be removed within 48 hours of observance, to reduce chance of recurrence or additional tagging.

#### Bus Stop Amenities Replacement

Bus stop features are replaced as a result of accidents, vandalism or general wear over time. Regular maintenance will extend the life of bus shelters and other bus stop features, but their replacement is eventually required. Replacement is based upon:

- condition compromises customer safety
- exceeds a 15-year life cycle
- customer security is in some way compromised
- parts for repair and maintenance are no longer available
- the shelter is not in compliance with the accessibility standards

Bus stop signs are similarly replaced if they pose a safety concern for bus riders; they have been damaged or vandalized; or they impede movement in conflict with accessibility standards.

Bus stop features may be in good condition beyond their expected life in which case replacement would be deferred. Signs, shelters and other amenities may be upgraded or moved to reflect changes in bus stop use or coordination with other development projects. Should a bus stop sign, shelter or other amenity be moved, removed or added, the Kelowna Regional Transit System partners should be notified so potential impacts to other components of the system may be evaluated.



City of  
**Kelowna**

# TRANSIT STOP IMPROVEMENT PROJECT 2010



## REGIONAL BUS STOP IMPROVEMENT PROJECT

- ▶ Provincial Transit Infrastructure Program (PTIP) funding - managed by UBCM.
- ▶ Project to cover acquisition of transit shelters/amenities and their installation exclusive of any land acquisition.
- ▶ Regional allocation (Kelowna Regional Transit) administered by City of Kelowna on behalf of regional partners - Kelowna, West Kelowna, Lake Country, Peachland, Westbank First Nations.
- ▶ Total Regional project allocation of \$1,030,000.

# NEW ENSEICOM SHELTERS AND EXISTING DAYTECH SHELTERS



## REGIONAL BUS STOP IMPROVEMENT PROJECT

- ▶ Shelter allocation between regional partners determined by prioritization - shelters acquired and delivered in October.
- ▶ City staff, as manager of UBCM allocated funds, asking for Council's authorization to release remaining funds to regional partners either:
  - ▶ directly to partners who have executed maintenance agreements drafted by City; or
  - ▶ return allocated funds to UBCM for partners to enter into agreements with UBCM directly.



# SHELTER PRIORITIZATION MATRIX

## Kelowna Regional Transit Bus Stop Improvement Index

### Stop Location Detail

Route(s) Served:  Stop ID #:   
 Street Name:  (for input by Regional Service Staff)  
 BT this Rd/next:  BT this Rd/prev:   
 Existing Features (if known):  Shelter Y/N -  Ad Bench/Shelter (bench/shelter) -   
 Bench Y/N -  Garbage Y/N -

### Is transit stop with 300 meters of the following?

- Commercial/Retail, or Town Center Area
- Community Center/Rec. Facility
- Senior's Facility/Housing
- High Density Housing (condos, theme complex, towers, etc)
- Educational Facilities (grade school, high school, post sec.)
- Health Care facility (clinic, hospital, etc)

If yes <input checked="" type="checkbox"/>	Points (circle if yes)
	5
	4
	4
	3
	2
	2

### Total #1 (add above points)

Is the stop a 'non collector' type stop? ie approx. 500 m of route start or end point (but, is not start or end)  
 (riders do not typically wait at these types of stops. These are typically stops where riders get off only)

These can be difficult to evaluate. Leave blank if unsure.  
 If yes  Points (circle if yes) -5  
 Not sure ?

Is stop served by more than one route?  
 (refer to Rider's Guide or on site signage)

# Of Routes (circle)	Points (circle applicable)
2 routes	2
3 routes	4
4 or more routes	6

### Total #2 (add above points)

### Additional Considerations

- Wide sidewalk for easy shelter placement (2.0m min)
- ROW in place/available (check with mapping in house)
- sidewalk connection to stop within approx. 50-60m
- Bike lane/path connections to stop under 100m away
- good sight lines/open view of stop
- crosswalks/controlled crossing near by

If yes <input checked="" type="checkbox"/>	Points (circle if yes)
	1
	2
	2
	1
	1
	1

### Totals3 (add above points)

Total Points (add totals 1 to 3)

### THIS SECTION TO BE COMPLETED BY REGIONAL SERVICES STAFF

### Capacity Considerations

Frequency of Service (of highest freq. route serving stop)	1
Route service hours	2
	1

## PROJECT DETAILS

- ▶ Variety of transit shelters to be installed
  - ▶ Standard with solar lighting
  - ▶ Cantilevered narrow with solar lighting
  - ▶ Standard powered advertising shelter
  - ▶ Cantilevered narrow advertising shelter
- ▶ 30 shelters in Kelowna; 15 shelters in West Kelowna; 7 shelters in Lake Country; 3 shelters in Peachland; 2 shelters in WFN.

## PROJECT DETAILS

- ▶ Various other stop amenities as determined by municipalities.
- ▶ Allocation of shelters and funds determined through prioritization matrix developed by City of Kelowna. Ranking based on location criteria e.g., stop usage, density, employment, shopping/commercial activity, connectivity to other routes,...

## CITY OF KELOWNA PROJECT DETAILS

- ▶ 30 new shelters to be added.
  - ▶ 7 standard depth solar LED lit (\$11,825 + installation)
  - ▶ 11 narrow depth solar LED lit. (\$11,090 + installation)
  - ▶ 12 with powered advertising panel - 3 replacing existing older Daytech models (\$14,575 + installation).
  - ▶ Average installation cost of \$4,000.
- ▶ 48 shelters in current inventory (before this program).
  - ▶ 19 Daytech ad shelters.
  - ▶ 11 Daytech non-ad shelters
  - ▶ 16 Enseicom solar glass shelters (4 double, 12 single).
  - ▶ 2 Enseicom solar ad shelters.

## CITY OF KELOWNA PROJECT DETAILS

- ▶ Program represents a 56% increase in the inventory of transit shelters in Kelowna, growing from 48 to 75.
- ▶ Ad shelter inventory growing from 19 to 28 (net), representing a 47% increase.

## CITY OF KELOWNA SHELTER/BENCH ADVERTISING DETAILS

- ▶ Current advertising franchise with Pattison Outdoor Advertising (shelters and benches).
- ▶ 30% of gross advertising revenues paid to City (less minimum monthly guaranteed payment).
- ▶ 2009 shelter revenues of \$36,836.05 (\$1,938.74 per shelter/year).
- ▶ 2009 bench panel revenues of \$2,365.13 (\$43.80 per bench/year or \$236.51 per sold bench).
  - ▶ Current inventory 54 ad benches; 90 non-ad benches.

## NEW VS. OLDER AD STYLE BENCHES



## CITY OF KELOWNA SHELTER/BENCH ADVERTISING DETAILS

- ▶ Total 2009 shelter/bench revenue of \$xx,xxx.
- ▶ With a 56% increase in ad shelter inventory, revenues should rise accordingly.
- ▶ More importantly, rider comfort and convenience will increase dramatically with overall addition of shelters and associated amenities.



# CITY OF KELOWNA PROJECT DETAIL

- ▶ City of Kelowna new locations (along major corridors):
  - ▶ Glenmore Drive
  - ▶ Springfield Road
  - ▶ Bernard Avenue
  - ▶ Gordon Drive
  - ▶ Baron Road
  - ▶ Highway 33
  - ▶ Pandosy Street
  - ▶ Enterprise Way
  - ▶ Rutland Road
  - ▶ other...

## PROJECT SUMMARY

- ▶ 58 new shelters to be added region wide.
- ▶ Kelowna shelters increasing from 48 to 75 (net) with the addition of 30 new shelters, representing a 56% increase in stock.
- ▶ Kelowna ad shelters increasing from 19 to 28 (46% increase in stock).
- ▶ Remaining funds (for installations) to be released to regional partners via two options - 1) direct to partners, 2) to UBCM to administer.
- ▶ Staff requesting Council's authorization to release these funds.



i-Go Central Okanagan  
c/o City of Kelowna  
1435 Water Street  
Kelowna, BC V1Y 1J4  
www.i-go.ca

# Class Rides Free

## Application

FORM

### CLASS RIDES FREE PROGRAM

You have received this form in response to your request for complimentary transit passes for your class. The Class Rides Free Program exists because it is important that students experience the transit system, understand how it works, and its many benefits. After all, public transit plays an essential role in ensuring a strong community by creating jobs, protecting the environment, enhancing our quality of life and providing mobility and freedom of choice.

Please provide the information requested below so that we can process your request as quickly as possible. Ensure that this form is submitted at least two weeks before you require the complimentary transit passes. Once a decision has been reached on your application, a confirmation email will be sent to you with details of your trip. Attached you will find an approval letter to be shown to the bus driver(s) that will allow the entire class, teacher and any classroom assistants to ride transit free of charge. The entire class must travel together and each class can apply to the program once. In addition, the class must travel on a regularly scheduled Kelowna Regional Transit route (special transit service will not be provided) during the off peak hours of 9:00 am to 2:30 pm. Visit [www.bctransit.com](http://www.bctransit.com) for information about transit routes.

Submit completed forms to:  
**Mike Kittmer**  
1435 Water Street,  
Kelowna, B.C. V1Y 1J4  
FAX 250 862-3397  
[mkittmer@kelowna.ca](mailto:mkittmer@kelowna.ca)

### CONTACT INFORMATION

School Name:
Casorso Elementary
Address: 3675 Casorso Road
Fax:250-870-5019

Contact: Jacquie Lalonde	
Phone:250-763-8088	Email (mandatory):
	<a href="mailto:jlalonde@sd23.bc.ca">jlalonde@sd23.bc.ca</a>
<input checked="" type="checkbox"/> New Applicant <input type="checkbox"/> Previous Applicant	

NOTE: ensure [mkittmer@kelowna.ca](mailto:mkittmer@kelowna.ca) is an ACCEPTED EMAIL RECIPIENT or your approval email may be blocked/redirected to your 'junk mail' folder.

### TRIP DETAILS

What is the purpose of the field trip?

First Nations Study at the Kelowna Museum

For which day are complimentary transit passes being requested?

Tuesday, November 23, 2010

Where are you going? Kelowna Museum

What transit route # will you be catching? Route #1 Lakeshore

What time will you be catching the bus to get to your destination? Catch the 9:06 am bus at Barrera and Lakeshore

What time will you be catching the bus to get back to school?

1:52 pm at the downtown loop

How many complimentary transit passes are being requested? 25 For which grade? 3/4

(Passes are available for the entire class, teacher and any classroom assistants)

### AGREEMENT

I hereby certify that the above information is correct and request that free transit services be provided as per the details noted above.

Jalonde

Signature of individual authorized to act on behalf of school

Nov. 3/10

Date

