

City of Kelowna

Regular Council Meeting

AGENDA



Monday, March 18, 2013
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 feed is being broadcast and recorded by CastaNet and a delayed broadcast is shown on Shaw Cable.
2. Confirmation of Minutes
Regular PM Meeting - March 11, 2013 4 - 8
3. Public in Attendance
- 3.1 Alternator Centre for Contemporary Art - Annual Report 9 - 21
To update Council on the activities of the Alternator Centre for Contemporary Art.
4. Development Application Reports & Related Bylaws
- 4.1 Official Community Plan Bylaw Amendment Application No. OCP13-0001 and Rezoning Application No. Z13-0002 - 1242-1244 Pheasant Street 22 - 40

Mayor to invite the Applicant, or Applicant's Representative to come forward.

To consider a staff recommendation **NOT** change the future land use designation of the subject property from the Multiple Unit Residential (Medium Density) designation to the Multiple Unit Residential (Low Density) designation; To consider a staff recommendation **NOT** to rezone the subject property from the RU6 - Two Dwelling Housing zone to the RM1 - Four Dwelling Housing zone in order to legalize an existing four-plex building.

4.2	Rezoning Application No. Z13-0010 - Various Addresses within the Wilden Neighbourhood This application is considered to be a minor amendment to the Phase 2C Wilden neighbourhood. The amendment is to address inconsistencies with the approved subdivision plan and the existing zones. Essentially, it is a ‘clean-up’ amendment to ensure that all uses are accurately reflected.	41 - 46
4.2.1	Bylaw No. 10820 (Z13-0010) - Various Addresses within the Wilden Neighbourhood To give Bylaw No. 10820 first reading.	47 - 49
4.3	Text Amendment Application No. TA13-0002 and Text Amendment No. TA13-0003 - Amendments to Zoning Bylaw No. 8000 To consider combining the two text amendment bylaws into one text amendment bylaw.	50 - 51
4.3.1	Bylaw No. 10808 (TA13-0002) - Amendment to Zoning Bylaw No. 8000 - RM3 Low Density Multiple Housing Zone To rescind first reading given to Bylaw No. 10808 and to direct staff to close the file for Text Amendment Application No. TA13-0002.	52 - 52
4.3.2	Bylaw No. 10816 (TA13-0003) - Miscellaneous Amendments to Zoning Bylaw No. 8000 To amend Bylaw No. 10816 at first reading.	53 - 61
5.	Non-Development Reports & Related Bylaws	
5.1	Volume 2 - Carryovers, 2013 Financial Plan To present the Volume 2 - 2013 Financial Plan to Council for approval and inclusion in the 2013 Financial Plan.	62 - 64
5.2	Intermunicipal Transportation Service and Regulation Bylaw To formally establish the Sustainable Transportation Partnership of the Central Okanagan, a strategic partnership of local and regional governments in the Central Okanagan to coordinate the regional delivery of sustainable transportation programs and projects in support of common regional policy, plans and interests (economic, social and environmental).	65 - 79
5.2.1	Bylaw No. 10830 - Intermunicipal Transportation Service and Regulation Bylaw To give Bylaw No. 10830 first, second and third readings.	80 - 97
5.3	Downtown Kelowna Association 2013 Budget To authorize the 2013 levy on Class 5 light industry and Class 6 business/other properties located within the Downtown Business Improvement Area.	98 - 113

5.4	Uptown Rutland Business Association 2013 Budget To authorize the 2013 levy on Class 5 light industry and Class 6 business/other properties located within the Uptown Rutland Business Improvement Area.	114 - 127
5.5	Utility Billing Customer Care Services To ensure that customer care billing services will not be interrupted or otherwise affected in the event of a transfer of the City's electrical utility to FortisBC.	128 - 131
5.5.1	Bylaw No. 10821 - Amendment No. 4 to Utility Billing Customer Care Services Bylaw No. 8754 To give Bylaw No. 10821 first, second and third readings.	132 - 133
5.6	Air Carrier Airport Use Agreement with Air North Charter & Training - Kelowna International Airport To obtain Council's consent and approval to enter into an Air Carrier Airport Use Agreement with Air North Charter & Training Ltd.	134 - 152
5.7	Amendment to Airport Fees Bylaw No. 7982 - Kelowna International Airport To obtain Council's approval to amend the Kelowna International Airport's fees and charges by amending Bylaw No. 7982.	153 - 155
5.7.1	Bylaw No. 10819 - Amendment No. 26 to Airport Fee Bylaw No. 7982 To give Bylaw No. 7982 first, second and third readings.	156 - 158
5.8	Free Downtown Parking for Small Shop Saturdays in 2013 To provide free parking in the downtown area on three (3) Saturdays throughout 2013.	159 - 161
5.9	John Howard Society - Final Report Regarding Emergency Grant This report responds to a service request from Council for a report back as to how an emergency grant of \$5,000, authorized by Council in October, 2011, benefited the John Howard Society's Adult Restorative Justice Program.	162 - 164

6. Mayor and Councillor Items

7. Termination



City of Kelowna Regular Council Meeting Minutes

Date: Monday, March 11, 2013
Time: 1:30 pm
Location: Council Chamber
City Hall, 1435 Water Street

Council Members Present: Mayor Walter Gray, Councillors Colin Basran, Andre Blanleil, Maxine DeHart, Gail Given, Robert Hobson, Mohini Singh, Luke Stack and Gerry Zimmermann.

Staff Present: City Manager, Ron Mattiussi; City Clerk, Stephen Fleming; Manager, Urban Land Use, Danielle Noble*; Subdivision Approving Officer, Ryan Smith*; Director, Recreation & Cultural Services, Jim Gabriel*; Manager, Regional Programs, Jerry Dombowsky*; Council Recording Secretary, Sandi Horning

(* denotes partial attendance)

1. Call to Order

Mayor Gray called the meeting to order at 1:32 p.m.

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

2. Confirmation of Minutes

Moved By: Councillor Given/Seconded By: Councillor DeHart

R152/13/03/11 THAT the Minutes of the Regular PM Meeting of March 4, 2013 be confirmed as circulated.

Carried

3. Public in Attendance

- 3.1. Civic Awards Steering Committee, 38th Annual Civic & Community Awards - Finalist Announcement

Staff:

- Introduced the presentation.

Dawn Wilkinson, Member of the Civic Awards Steering Committee:

- Displayed a PowerPoint Presentation and announced the 38th Annual Civic and Community Awards Finalists Announcement.

4. Development Application Reports & Related Bylaws

4.1. Text Amendment Application No. TA13-0003 - Text Amendments to Zoning Bylaw No. 8000

Staff:

- Displayed a PowerPoint Presentation and provided an overview of the proposed amendments.
- Responded to questions from Council.

Moved By: Councillor Hobson/ Seconded By: Councillor Blanleil

R153/13/03/11 THAT Zoning Bylaw Text Amendment No. TA13-0003 to amend City of Kelowna Zoning Bylaw No. 8000, as outlined in Schedule 'A' of the report of the Land Use Management Department dated February 25, 2013 be considered by Council;

AND THAT Zoning Bylaw Text Amendment No. TA13-0003 be forwarded to a Public Hearing for further consideration.

Carried

4.1.1. Bylaw No. 10816 (TA13-0003) - Miscellaneous Amendments - Zoning Bylaw no. 8000

Moved By: Councillor Given/Seconded By: Councillor Stack

R154/13/03/11 THAT Bylaw No. 10816 be reading a first time.

Carried

4.2. Official Community Plan Bylaw Amendment Application No. OCP12-0006, Text Amendment Application No. TA12-0007 and Rezoning Application No. Z12-0039 - 3787, 3791 and 3795 Lakeshore Road

Staff:

- Provided an overview of the application and responded to questions from Council.
- Confirmed that the applicant has conducted a Traffic Impact Analysis and has held several public information sessions with the affected neighbourhood.

Moved By: Councillor Hobson/Seconded By: Councillor Blanleil

R155/13/03/11 THAT OCP Bylaw Amendment No. OCP12-0006 to amend Map 4.1 of the Kelowna 2030 - Official Community Plan Bylaw No. 10500 by changing the Future Land Use Designations for Lot 2, D.L. 134, ODYD, Plan 3420 Except Parcel A (Plan B6180), located at 3791 Lakeshore Road; Lot 3, DL 134, ODYD, Plan 3420 Except Plan H9673, located at 3795 Lakeshore Road, and Lot B, D.L. 134, ODYD, Plan 12063 located at 3787 Lakeshore Road, Kelowna B.C. from the Mixed Use Tourism / Multiple Unit Residential - Medium Density / Multiple Unit Residential - Low Density / Major Park & Open Space to the Mixed Use Tourism / Multiple Unit Residential - High Density / Multiple Unit Residential - Medium Density / Major Park & Open Space, as shown on

Map "A" attached to the report of the Land Use Management Department, dated February 15th, 2013, be considered by Council;

AND THAT OCP Text Amendment OCP12-0006 to amend Kelowna 2030 - OCP Bylaw No. 10500, Objective 5.5, Policy .1, Building Height to exclude the development proposed Lot 2, D.L. 134, ODYD, Plan 3420 Except Parcel A (Plan B6180), located at 3791 Lakeshore Road; Lot 3, DL 134, ODYD, Plan 3420 Except Plan H9673, located at 3795 Lakeshore Road, and Lot B, D.L. 134, ODYD, Plan 12063 located at 3787 Lakeshore Road, Kelowna B.C. from the 'Elsewhere Building Height' policy in order to permit one 11-storey apartment hotel, one 8-storey and one 9-storey mixed use development and one 9-storey, five 8-storey and two 6-storey residential apartment buildings, where the height maximum is 6 storeys for apartment hotels and hotels and 4 storeys for residential apartments as outlined in the Report of the Land Use Management Department dated February 15, 2013 be considered by Council;

AND THAT Council considers the APC process and the public open house hosted by the applicant on February 27th, 2013 to be appropriate consultation for the purpose of Section 879 of the Local Government Act, as outlined in the Report of the Land Use Management Department dated February 15th, 2013;

AND THAT Text Amendment No. TA12-0007 to add the proposed CD24 - Comprehensive Development 24 zone to Zoning Bylaw No. 8000 as outlined in Schedule "A" of the Report of the Land Use Management Department dated February 15th, 2013 be considered by Council;

AND THAT Rezoning Application No. Z12-0039 to amend the City of Kelowna Zoning Bylaw No. 8000 by changing the zoning classification for a portion of Lot 2, D.L. 134, ODYD, Plan 3420 Except Parcel A (Plan B6180), located at 3791 Lakeshore Road; Lot 3, DL 134, ODYD, Plan 3420 Except Plan H9673, located at 3795 Lakeshore Road, and Lot B, D.L. 134, ODYD, Plan 12063 located at 3787 Lakeshore Road, Kelowna B.C. from C1 - Local Commercial, C9 - Tourist Commercial, RM7 - Mobile Home Park and RR3 - Rural Residential 3 to CD24 - Comprehensive Development 24 and P3 - Parks & Open Space as shown on Map "B" attached to the Report of the Land Use Management Department be considered by Council;

AND THAT the OCP Bylaw Amendment Bylaw, the Text Amendment Bylaw and the Zone Amendment Bylaw be forwarded to a Public Hearing for further consideration;

AND THAT final adoption of the Zone Amendment Bylaw be considered in conjunction with Council's consideration of a design guidelines Development Permit on the subject properties;

AND THAT final adoption of the Zone Amending Bylaw be considered subsequent to the requirements of the Development Engineering Branch attached as Schedule 'G' being completed to their satisfaction;

AND THAT final adoption of the Zone Amending Bylaw be considered subsequent to a blanket Statutory Right of Way being registered on title securing public access through the development;

AND THAT final adoption of the Zone Amending Bylaw be considered subsequent to the submission of a plan of subdivision to consolidate the properties into one title;

AND THAT final adoption of the Zone Amending Bylaw be considered subsequent to the execution of a Natural Environment Development Permit and a Parks Agreement for the purposes of constructing and maintaining the public trail and Riparian Management Area (RMA) along Wilson Creek to a standard acceptable to the City;

AND FURTHER THAT final adoption of the Zone Amending Bylaw be considered subsequent to the applicant entering into an agreement for the dedication of approximately 7,536m² of land along Wilson Creek to the City as a titled lot, the completion of a Purchase / Sale Agreement with the City for the land required for the Bird Place Bridge footings and for approximately 2,756m² of naturalized open space along Wilson Creek secured through a no build / no disturb covenant as shown on Schedule "B".

Carried

4.2.1. Bylaw No. 10817 (OCP12-0008) - 3787, 3791 and 3795 Lakeshore Road

Moved By: Councillor Stack/Seconded By: Councillor Given

R156/13/03/11 THAT Bylaw No. 10817 be read a first time;

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

Carried

4.2.2. Bylaw No. 10812 (TA12-0007) - New CD 24 Comprehensive Development Zone 24 - Zoning Bylaw No. 8000

Moved By: Councillor DeHart/Seconded By: Councillor Zimmermann

R157/13/03/11 THAT Bylaw No. 10817 be read a first time.

Carried

4.2.3. Bylaw No. 10818 (Z12-0039) - 3787, 3791 and 3795 Lakeshore Road

Moved By: Councillor Blanleil/Seconded By: Councillor Basran

R158/13/03/11 THAT Bylaw No. 10818 be read a first time.

Carried

4.2.4. Bylaw No. 10813 - Amendment No. 20 to Sign Bylaw No. 8235

Moved By: Councillor Singh/Seconded By: Councillor Hobson

R159/13/03/11 THAT Bylaw No. 10813 be read a first, second and third time.

Carried

5. Non-Development Reports & Related Bylaws

5.1. Transit Ridership

Staff:

- Provided an overview of the Report to Council and responded to questions from Council.

Moved By: Councillor Hobson/Seconded By: Councillor Given

R160/13/03/11 THAT Council receives the report of the Regional Programs Manager dated February 20, 2013 for information on transit ridership performance in 2012;

AND THAT Council approves the Quail Ridge and late night weekend 97 Express transit service trials as regular ongoing service based on successful performance;

AND THAT Council approves the information on the service adjustments planned for 2013;

AND FURTHER THAT Council approves the issuance and use of 20 monthly transit passes for promotional purposes, to be used to attract new riders to the transit system.

Carried

6. Mayor and Councillor Items

Councillor DeHart:

- Gave kudos to the Kelowna Rockets for winning the regular season, BC Division title.

Mayor Gray:

- Made additional comments regarding the Community Charter newspaper notice requirements. Suggested to Council that the Mayor write a letter to the Provincial Minister as well as raise the issue at the next UBCM Convention.
- Made comments regarding "pop up" businesses operating in Kelowna. Questioned the fairness to permanent businesses by the City offering temporary business licences at a reduced rate.

7. Termination

This meeting was declared terminated at 2:43 p.m.

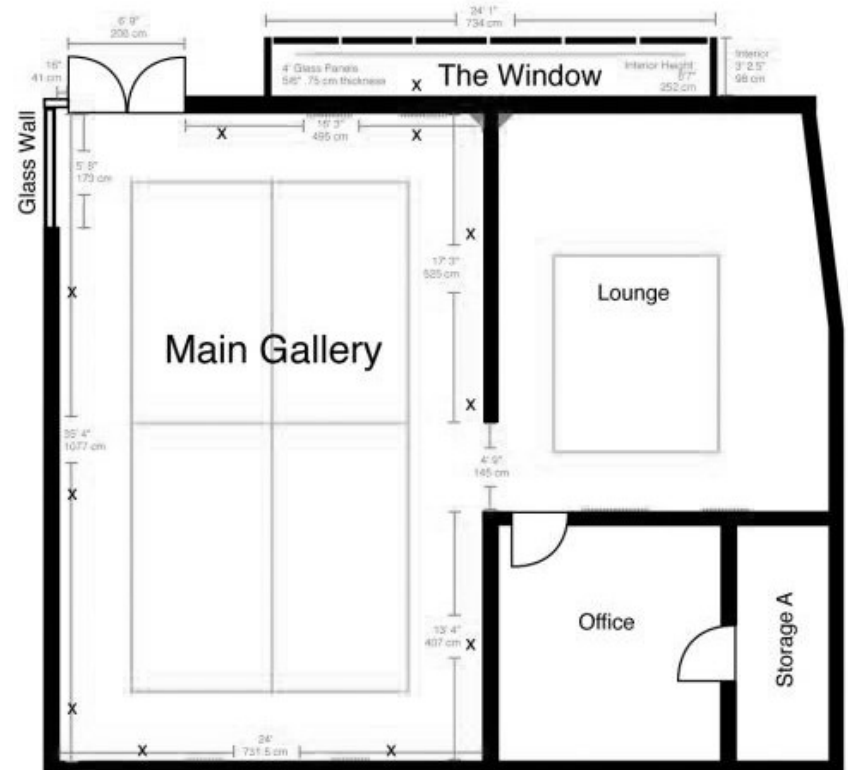
Mayor

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City Clerk

ALTERNATOR
centre for contemporary art

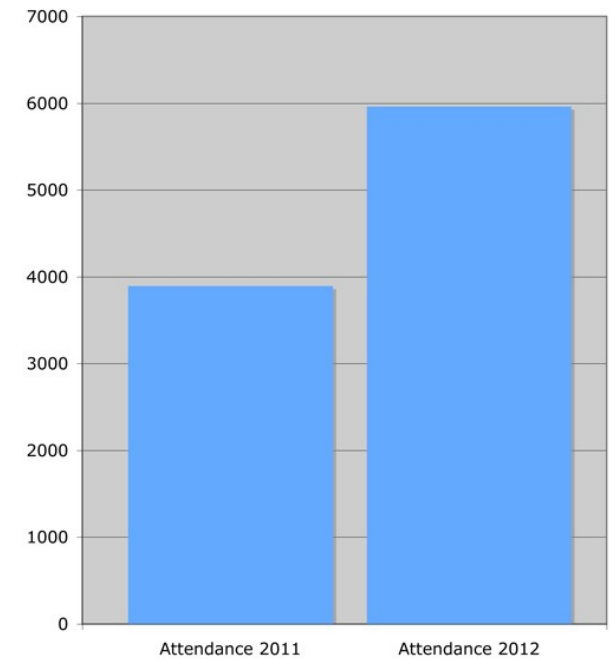
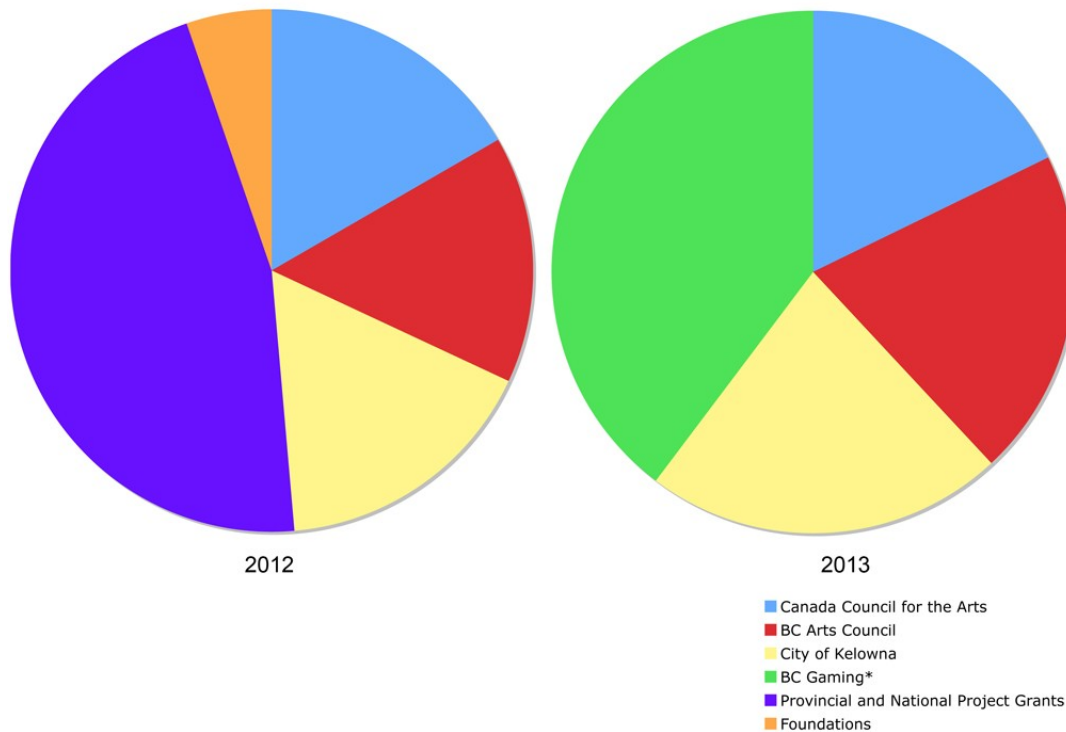


What we do:

- **We Present** exhibitions, site-specific installations, performances, interactive works and film-screenings
- **We Provide** support for emerging and alternative local artists by providing a network of collaboration and sharing, as well as studio space, workshops, mentorships and exhibition opportunities.
- **We Create** a gathering place for energetic and creative discourse.
- **ACCA is committed** to supporting people to live as artists through adherence to CAR/FAC.

Funding and Attendance Outline

Statistical Summary



2012 Highlights - Professional Programming

David Wilson Power Comes in the Form of a Circle

Attendance 805



2012 Highlights - Professional Programming

Swintak 10 Ideas for Kelowna

Attendance 928

WANTED

SENIORS AND HIPSTERS FOR AGE-EXCHANGE FASHION SHOW



SENIORS AND HIPSTERS WANTED FOR AN AGE-EXCHANGE FASHION SHOW. SENIORS WILL BE INTRODUCED TO HIPSTER FASHION, AND HIPSTERS WILL BE INTRODUCED TO SENIORS FASHION. THE TWO GROUPS WILL THEN EXCHANGE LOOKS AND WALK IN A ONE NIGHT MULTI-GENERATIONAL FASHION SHOW HELD AT THE ROTARY CENTRE FOR THE ARTS.


The two groups will meet and present a sampling of their general wardrobe, introducing and explaining their clothing and accessory choices. Each group will then exchange fashion sensibilities, with the hipsters wearing an interpretation of senior's clothing, and the seniors wearing an interpretation of hipster clothing.

This unique project is aimed at creating an understanding between the two groups through the use of clothing as a common ground. Seniors will have the unique opportunity to try on things like signature sunglasses, irony t-shirts, trucker hats, cuff bracelets and low-rider skinny jeans. In turn, hipsters will try on things like Tilly durable hats, no-iron chino trousers, cotton shirts, bold/colourful print blouses, and white/beige runners. This public participation project will bring together two opposite groups to better understand one-another, while humourously engaging in the act of producing a public event that explores cross-pollination between age demographics.

INTERESTED PERSONS OR FOR MORE INFORMATION PLEASE CONTACT:
eightideasforkelowna@gmail.com
EMAILERS WILL REMAIN ANONYMOUS

WANTED

MEMBERS TO JOIN THE HOVERCRAFT ADVOCACY ASSOCIATION (HAA) BERNARD AVENUE CHAPTER OF KELOWNA



THE HOVERCRAFT ADVOCACY ASSOCIATION (HAA) ADVOCATES THE ADDITION OF SINGLE-OCCUPANCY LEISURE HOVERCRAFTS TO THE DOWNTOWN REVITALIZATION PROJECT. OUR GOAL IS TO MAKE KELOWNA NORTH AMERICA'S FIRST "HOVERCRAFT CITY."

The proposal includes the addition of a hovercraft lane to Bernard Avenue, a public launch at the Waterfront Park, and a subsidy to provide financial support for hovercraft ownership to senior citizens residing in the downtown core of Kelowna. Hovercrafts are becoming increasingly common, and as technology improves, they have become quieter and more affordable. Hovercrafts are able to travel over land and water, and do not require the private docks that often litter the waterfront. Safety around swimmers and water skiers is far superior to boats and jet-skis. Though Bernard Avenue would make an excellent pedestrian-only street, HAA believes that the addition of single-occupancy leisure hovercrafts would create a unique, thriving and progressive environment for both the street and water. People may ask "Why hovercrafts?" but perhaps the real question is "Why cars, why boats -why NOT hovercrafts?"

INTERESTED PERSONS OR FOR MORE INFORMATION PLEASE CONTACT:
eightideasforkelowna@gmail.com
EMAILERS WILL REMAIN ANONYMOUS



2012 Highlights - Community Programming

Members' Gallery

Seldom Seen, Orchard Valley Quilters Guild



2012 Highlights - Community Programming

Members' Gallery

Studio 9, Pixel Culture



2012 Achievements

Community Engagement & Organizational Infrastructure

- **Attendance** increase of over 50%
- **Revenue** from Memberships increased over 300%
- Revised **communications** to reduce discipline-specific language
- Increased our *own* community **participation** - New partnerships with Okanagan Co+Lab, Okanagan Young Professionals and other Arts, Culture and Heritage Producers
- Improved our **board activities**, job descriptions, staff support
- Increased **critical** programming through the AlterKnowledge series

2013 Goals

Diversify Revenue & Improve our Financial Sustainability

- Increase **revenue** and community participation in our fundraisers through the development of 4 distinct fundraising activities aimed at different sectors of the community
- Continue **community outreach** activities - establish new partnerships with younger members
- Continue to improve our **critical discussion** on contemporary art through writing workshops, and turning to local critical writers to provide exhibition statements and reviews to contextualize the professional work we exhibit for our viewing audience.

Summary

The Alternator Impact on the Community

- **Showcasing** Canadian emerging artists in the Kelowna Area.
- Acting as an **exhibition opportunity** for local artists – we actively encourage submissions by local artist and program to support this initiative. Participation is possible at a variety of levels, from amateur to professional.
- Fostering **relationships** and providing professional practice experience to artists-in-training. We aim to be a meeting place for artists and creatives of **diverse** disciplines to allow cross pollination and community building amongst the establishing creative disciplines in the Okanagan

City of Kelowna's investment in the Alternator allows us to continue exhibiting the work of emerging artists, assisting in the interpretation of these exhibition through artist talks, exhibition films and essays on the themes discussed in the artists' work.

Recent increases in Alternator funding has been used to secure additional **staff hours**, giving us the ability to continue with our enhanced programming schedule.

ALTERNATOR
centre for contemporary art

REPORT TO COUNCIL



Date: February 27, 2013

RIM No. 1250-30

To: City Manager

From: Land Use Management, Community Sustainability (BD)

Application: OCP13-0001 / Z13-0002 **Owner:** Geoff R. & Leanne M. Proteau

Address: 1242 - 1244 Pheasant St **Applicant:** Graeme James

Subject: Rezoning Application

Existing OCP Designation: Multiple Unit Residential (medium density)

Proposed OCP Designation: Multiple Unit Residential (low density)

Existing Zone: RU6- Two Dwelling Housing

Proposed Zone: RM1 - Four Dwelling Housing

1.0 Recommendation

THAT Official Community Plan Bylaw Amendment No. OCP13-0001 to amend Map 4.1 of the Kelowna 2030 - Official Community Plan Bylaw No. 10500, by changing the Future Land Use designation of Strata Lot 1 & 2, District Lot 137, ODYD Strata plan KAS1353 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form 1, located on 1242 - 1244 Pheasant Street, Kelowna, BC from the Multiple Unit Residential (Medium Density) designation to the Multiple Unit Residential (Low Density) designation, as shown on Map "A" attached to the Report of Land Use Management Department dated February 27, 2013, NOT be considered by Council;

THAT Rezoning Application No. Z13-0002 to amend the City of Kelowna Zoning Bylaw No. 8000 by changing the zoning classification of Strata Lot 1 & 2, District Lot 137, ODYD Strata plan KAS1353 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form 1, located on 1242 - 1244 Pheasant Street, Kelowna, BC, from the RU6 - Two Dwelling Housing zone to the RM1 - Four Dwelling Housing zone NOT be, approved by Council.

2.0 Purpose

For Council to not consider the OCP amendment and corresponding rezoning application from the RU6 - Two Dwelling Housing zone to the RM1 - Four Dwelling Housing zone of the subject property to legalize an existing four-plex building.

3.0 Land Use Management

The future land use designation of this property provides opportunity to construct a greater multi-family housing density form than is being sought with this application. Staff acknowledge that the development at 1277 Gordon Drive has hindered the full development potential of the remaining properties on this block. However, if a coordinated land assembly of the remaining sites were to occur, the land could be utilized to develop a row house concept, taking advantage of the proximity to downtown, the multi-modal corridor and easy access to various amenities. Accordingly, the OCP amendment to low-density multi-family for the subject property and those lots immediately to the west would be supported subject to a comprehensive land assembly.

The rezoning request to the RM1- Fourplex zone to legalize an existing 4-plex jeopardizes the opportunity for a future land assembly. Legalization of the four-plex use is a further investment in the property which would hinder a comprehensive development on this block. Notably, there are extensive BC Building Code requirements to convert a single family dwelling to a multi-family dwelling which are listed in the technical comments. To facilitate improvements, interior walls must be removed to construct ducting for separate plumbing and heating equipment. Retrofitting the interior floor plan to meet BC Building code requirements may prove to be a considerable challenge.

Additionally, no exterior building upgrades are proposed, which encumbers Staff's ability to ensure that the building design meets the guidelines of the multi-use residential Official Community Plan objectives. Given that the building is already existing, design amendments are limited in terms of practical upgrades. The front elevation is dominated by driveways and garages, with only two of the principal entrances easily identifiable. The landscaping is dominated by a large hedge which does not allow for any pedestrian interface with the site.

Staff do not condone the conversion of a building without the appropriate approvals, permits and land use in place. Bylaw Services investigations started in 2004 for a four-plex on this site and it is through recent enforcement (ticketing) that the owner has entered into a compliance agreement which requires the owner to initiate the legalization of the use on the site. Letters of support for the rezoning application from all abutting and adjoining neighbours have been provided.

4.0 Proposal

4.1 Background

This property has been owned by the same individual since the building permit was obtained to construct a duplex on the site in 1993. Bylaw Services began investigations for complaints of a four-plex on the site in 2004. The conversion to a four-plex occurred without the appropriate zoning or permits in place.

4.2 Project Description

The subject property is designated Multiple Unit Residential (Medium Density) (MRM) in the current Official Community Plan (OCP), is zoned for RU6- Two Dwelling Housing and is located within the Permanent Growth Boundary. The applicant is seeking an OCP amendment from Multiple Unit Residential (Medium Density) (MRM) to the Multiple Unit Residential (Low Density) (MRL) land use designation to accompany the rezoning to the RM1-Fourplex housing zone.

The building is a typical side by side duplex and through this rezoning, the applicant is seeking to legalize 4 units. The two storey building has entrances to the main level through the front of the

building with access to the upper 3 bedroom units via side doors. Required parking is achieved on the site by developing 3 additional spaces off the flanking street. Private outdoor open space is provided on elevated decks for the upper units and on patios under the decks for the main floor units. The remaining property is landscaped with turf and fencing around the side and rear of the yard.

Should the OCP amendment and rezoning be successful, a variance to legalize the rear yard would be required. Further, a Development Permit (executed at a Staff level) is required to evaluate the form and character, however no exterior improvements to the building or landscape are being proposed.

4.3 Site Context

The subject property is located on the west side of Pheasant Street on the edge of the Dilworth/Glenmore/Clifton area of Kelowna. The area is across from the industrial uses off Clement and next to Northwood Retirement Resort located on Gordon Drive. The surrounding properties are zoned as follows:

Orientation	Zoning	Land Use
North	I4 - Central Industrial	Various light industrial
East	RU6 - Two Dwelling Housing	Single family dwelling
South	RM5 - Medium Density Multiple Housing	Private Nursing Home
West	RU6 - Two Dwelling Housing	Single family dwelling

4.4 Subject Property Map: 1242- 1244 Pheasant Street



4.5 Zoning Analysis

The proposed application meets the requirements of RM1 - Four Dwelling Housing zone as follows:

Zoning Analysis Table		
CRITERIA	RM1 ZONE REQUIREMENTS	PROPOSAL
Existing Lot/Subdivision Regulations		
Lot Area	800 m ² (corner lot)	802 m ²
Lot Width	22 m	27.4 m
Lot Depth	30 m	29.3 m
Development Regulations		
Site Coverage (buildings)	40%	Building Footprint: 253m ² 31.5%
Site Coverage (buildings, driveway and parking)	50%	50%
Floor Area Ratio	0.6	Total Floor area: 452.4m ² 0.56
Height	9.5 m / 2.5 storeys	7.01 m
Front Yard	4.5m to dwelling	5.18 m
Side Yard (west)	2.3 m (2 - 2.5 storeys)	7.59 m
Side Yard (east)	4.5m (flanking street)	7.62 m
Rear Yard	7.5m (2 - 2.5 storeys)	3.35 m Ⓢ
Other Regulations		
Minimum Parking Requirements	2 spaces/ 3 bedroom unit 1.5 spaces/ 2 bedroom unit Total required: 7 spaces	7 spaces provided (Garages are allocated to upper units)
Bicycle Parking	Class 1: 0.5 dwelling unit Class II: 0.1 dwelling unit Total required: 3	No common Bicycle parking provided, however each unit has storage units where individual bicycle parking is accommodated.
Private Open Space	25 m ² per unit Total required: 100m ²	26 m ² per upper deck & patios provided under deck for ground level units
Ⓢ A variance to the required rear yard is being sought.		

5.0 Current Development Policies

5.1 Kelowna Official Community Plan (OCP)

Evaluation Checklist (OCP Amendment Applications)¹

Evaluate development applications that require an OCP amendment on the basis of the extent to which they comply with underlying OCP objectives, including the following:

- Does the proposed development contribute to preserving lands with slopes greater than 30%? *Yes.*
- Does the proposed development respect the OCP Permanent Growth Boundary (OCP Map 4.1)? *Yes.*
- Does the proposed development feature a mix of residential, employment, institutional, and/or recreational uses within individual buildings or larger development projects? *No.*
- Is the proposed development located in an Urban Centre? *No.*

¹ City of Kelowna Official Community Plan, Policy No. 5.40.1, (Development Process Chapter)

- Does the proposed development increase the supply of affordable (as defined in the OCP) apartments or townhouses? *Uncertain. The units would likely be rented at a generally affordable rate.*
- Is the property serviced with water and City sanitary sewer at the time of application? *Yes.*
- Could the proposed project be built at no financial cost to the City? (This should consider operational and maintenance costs.) *Development Cost Charges to be paid at time of Building Permit review.*
- Would the proposed project help decrease the rate of travel by private automobile, especially during peak hours? *No.*
- Is there transit service within 400 metres of non-residential projects or major employment generators (50+ employees)? *Yes.*
- Does the proposed project involve redevelopment of currently under-utilized, urbanized land? *The OCP considers multiple unit medium density residential development as the highest use of the land and this is a down-designation of the land use.*
- Does the proposed project result in the creation of substantially more public open space than would be available if the development were not to proceed (not including required open space dedications or non-developable areas)? *No.*
- Is there a deficiency of properties within the applicable Sector (see Map 5.4) that already have the required OCP designation? *No.*
- Does the project avoid negative impacts (shadowing, traffic, etc.) on adjoining properties where those adjoining properties are not slated for land use changes? *No changes to the built form are proposed.*
- Is the project consistent with the height principles established in the OCP? *Yes.*

Development Process

Compact Urban Form.² 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.

6.0 Technical Comments

6.1 Building & Permitting Department

- 1) Development Cost Charges (DCC's) are required to be paid prior to issuance of any Building Permits.
- 2) Operable bedroom windows required as per the 2012 edition of the British Columbia Building Code (BCBC 2012).
- 3) Separate and fire protected means of egress from each dwelling unit
- 4) Fire separations as per BCBC 2012 between suites both above and adjacent to be addressed as per BCBC 2012
- 5) Plumbing requirements as per BCBC Plumbing Code 2012.
- 6) Each unit must have its own self contained heat source independent of the other units with a duct design and heat-loss calculation for each suite at BP application stage.
- 7) A third part work order will be required for the upgrade of the waterlines.

² City of Kelowna Official Community Plan, Policy 5.2.3 (Development Process Chapter).

8) Range hood above the stove and the washrooms from each unit to vent separately to the exterior of the building. The size of the penetration for this duct thru a fire separation is restricted by BCBC 2012, so provide size of ducts and fire separation details at time of Building Permit Applications.

9) Full Plan check for Building Code related issues will be done at time of Building Permit applications.

6.2 Development Engineering Department

See Attached.

6.3 Bylaw Services

There have been four bylaw investigation for the illegal four-plex logged as:
SR#220223/SR244511/SR245995/SR056875

In addition to the contrary to land use investigations, there have been noise and unsightly premises complaints for the site. A compliance agreement was entered into in December 2012 to reduce the ticket cost in exchange for seeking legalizing of the site. If the rezoning is not successful, the agreement will be revised to decommissioning of the two extra units.

7.0 Application Chronology

Date of Application Received:	January 4, 2013
Application detail refinement:	February 28, 2013

8.0 Alternate Recommendation

THAT Official Community Plan Bylaw Amendment No. OCP13-0001 to amend Map 4.1 of the Kelowna 2030 - Official Community Plan Bylaw No. 10500, by changing the Future Land Use designation of Strata Lot 1 & 2, District Lot 137, ODYD Strata plan KAS1353 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form 1, located on 1242 - 1244 Pheasant Street, Kelowna, BC from the Multiple Unit Residential (Medium Density) designation to the Multiple Unit Residential (Low Density) designation, as shown on Map "A" attached to the Report of Land Use Management Department dated February 27, 2013, be considered by Council;

AND THAT Rezoning Application No. Z13-0002 to amend the City of Kelowna Zoning Bylaw No. 8000 by changing the zoning classification of Strata Lot 1 & 2, District Lot 137, ODYD Strata plan KAS1353 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form 1, located on 1242 - 1244 Pheasant Street, Kelowna, BC, from the RU6 - Two Dwelling Housing zone to the RM1 - Four Dwelling Housing zone, be considered by Council;

AND THAT the Official Community Plan Bylaw Amendment Bylaw and the Zone Amending Bylaw be forwarded to a Public Hearing for further consideration;

AND THAT final adoption of the Zone Amending Bylaw be considered in conjunction with Council's consideration of a Development Permit and Development Variance Permit on the subject property;

AND THAT final adoption of the Zone Amending Bylaw be considered subsequent to the requirements of the Development Engineering Branch being completed to their satisfaction;

AND FURTHER THAT the Building and Permitting Branch be provided necessary professional reports to satisfy the feasibility of BC Building Code upgrades.

Report prepared by:

Birte Decloux, Urban Land Use Planner

Reviewed by:

☐

Danielle Noble, Manager, Urban Land Use

Approved for Inclusion:

☐

Doug Gilchrist, A/General Manager, Community Sustainability

Attachments:

Subject Property Map

Map "A"

Survey Certificate

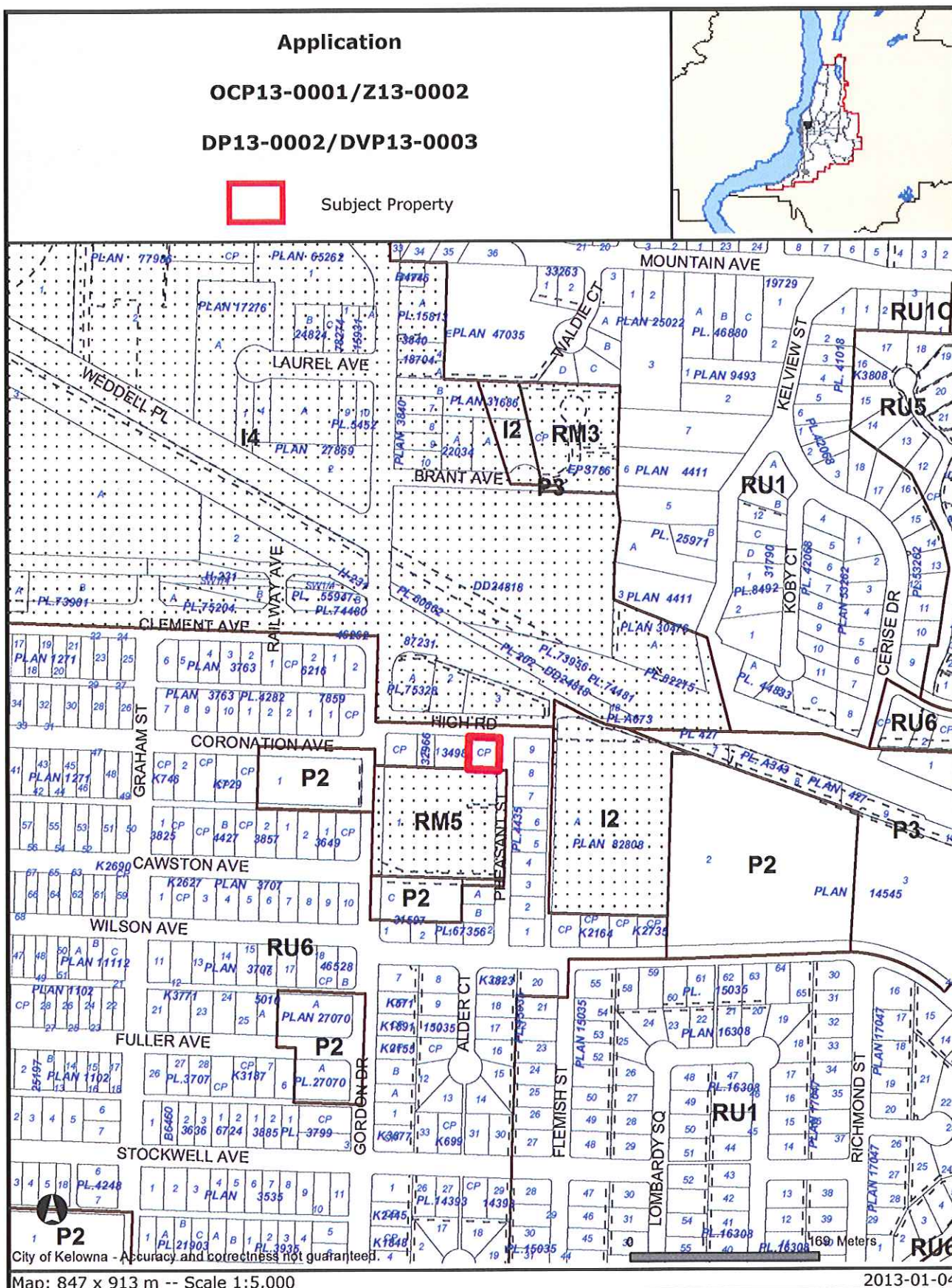
Site plan

Elevations

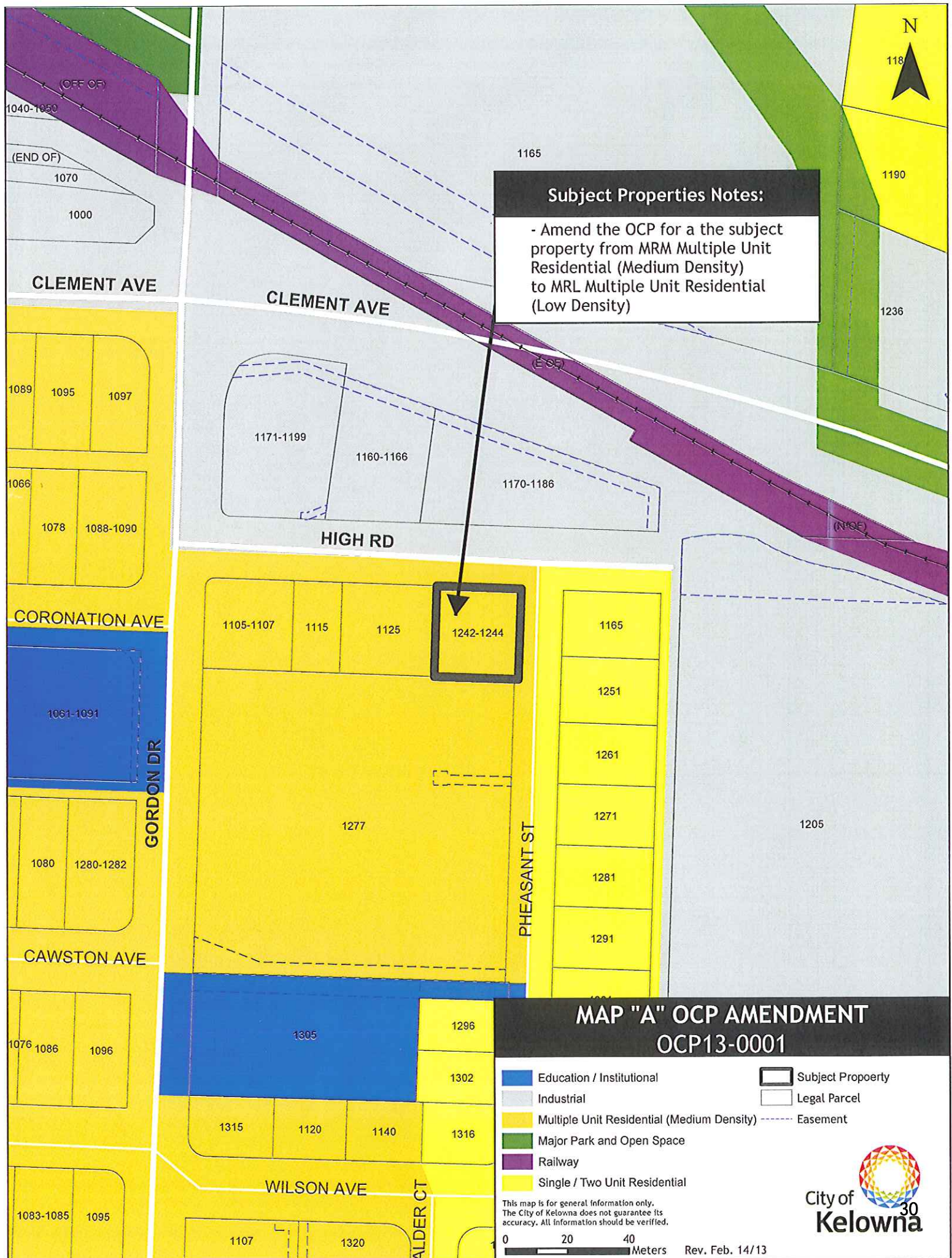
Landscape Plan

Context/Site Photos

Summary of Technical Comments



Certain layers such as lots, zoning and dp areas are updated bi-weekly. This map is for general information only.
 The City of Kelowna does not guarantee its accuracy. All information should be verified.

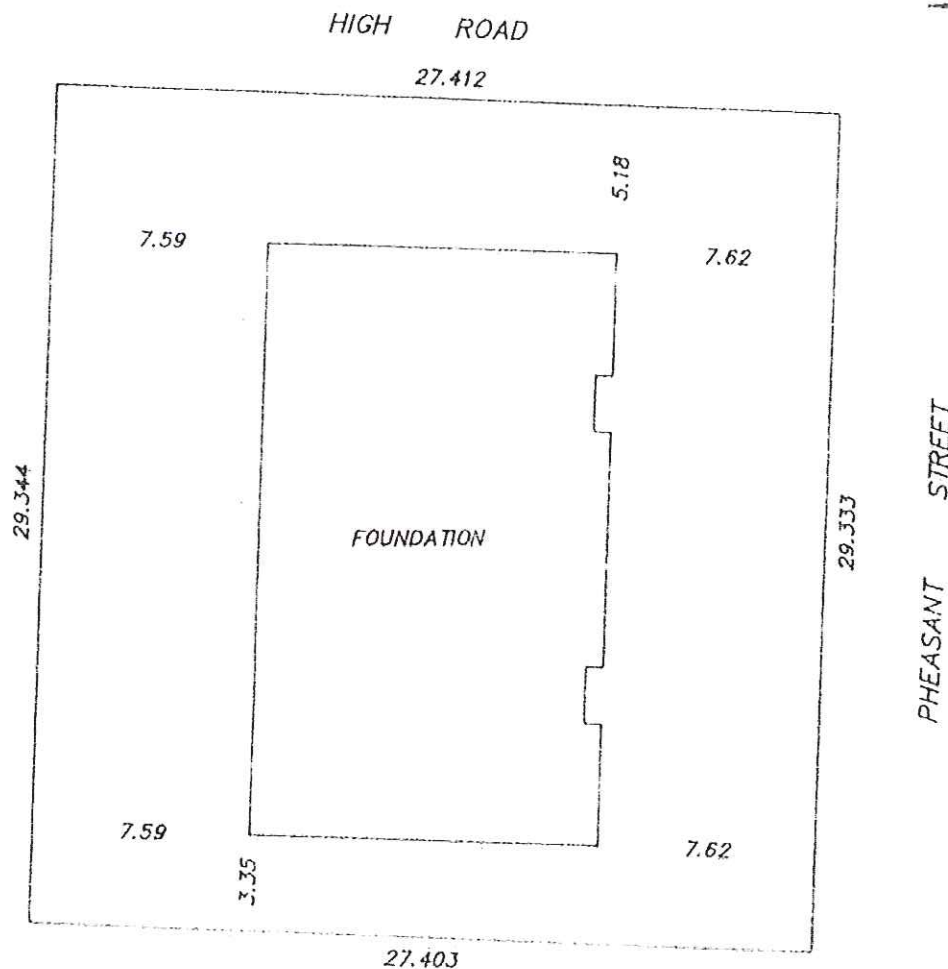
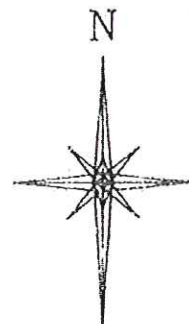


1242-1244 Pheasant St.

B.C. LAND SURVEYOR'S CERTIFICATE OF
LOCATION OF BUILDING ON LOT 2
PLAN 3498 SEC. 30 TP. 26 O.D.Y.D.

SCALE 1:250

DISTANCES ARE IN METRES.



(C)

THIS DOCUMENT IS NOT VALID UNLESS
ORIGINALLY SIGNED AND SEALED

CERTIFIED CORRECT

this 16th day of September, 1993.

D.A. Goddard

BCLS

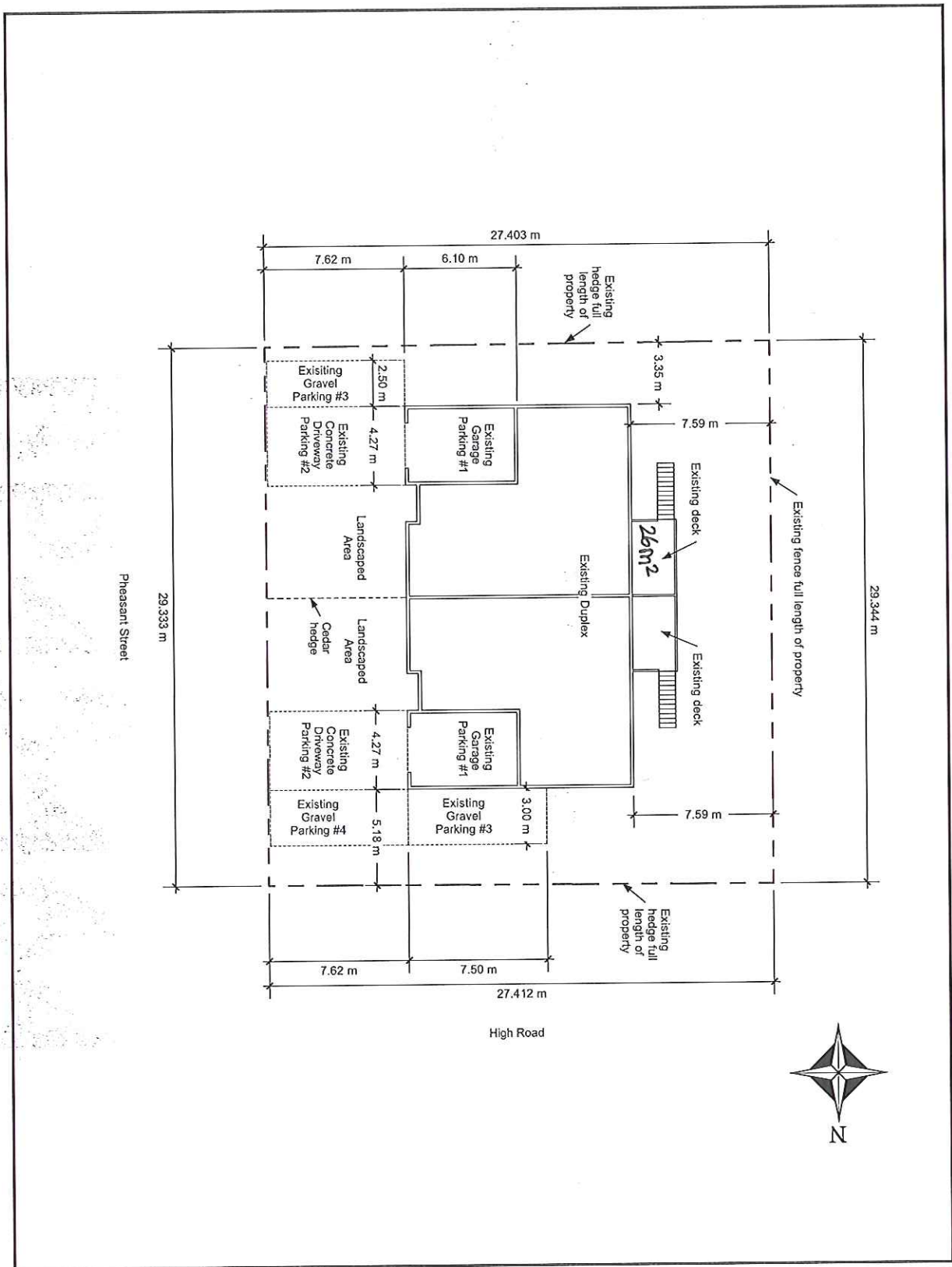
RECEIVED
SEP 15 1993
CITY OF KELOWNA
Building Dept.

FILE 93-8324 FB 171

RE: PROTEAU

THIS PLAN IS FOR MORTGAGE OR
MUNICIPAL PURPOSES ONLY AND IS
NOT TO BE USED TO DEFINE THE
BOUNDARIES OF THIS LOT.

GODDARD and ASSOCIATES
B.C. LAND SURVEYORS
200-1449 ST. PAUL STREET KELOWNA



**Knowlton
concepts
Inc.**

**Architectural
Drafting & Design**
Phone: (250) 575 - 0128
www.knowltonconcepts.com

REVISIONS

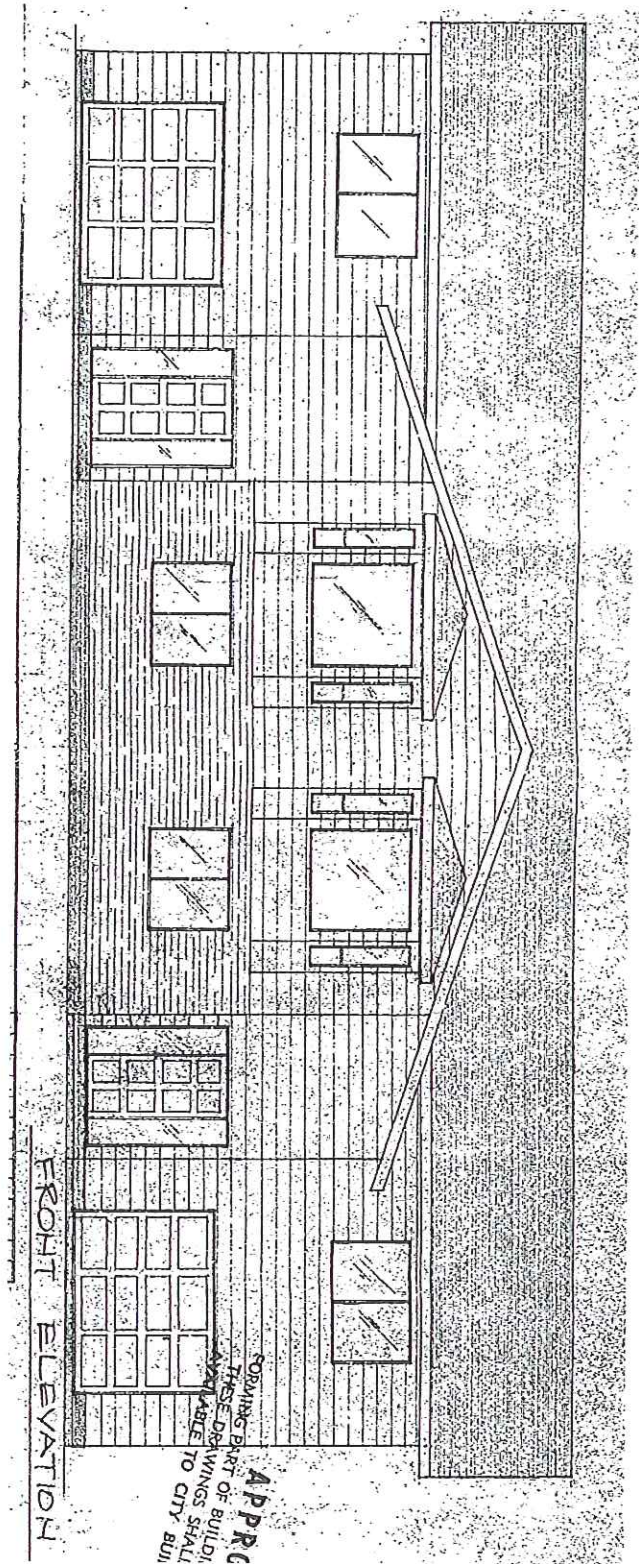
YY/MM/DD	REMARKS
0 13/01/25	Site Plan for Variance
1 13/02/08	Site Plan for Variance
2	
3	

Project:
PROTEAU DUPLEX

Address:
Lot 2, Plan 3498 Sec. 30
TP. 26 O.D.Y.D.

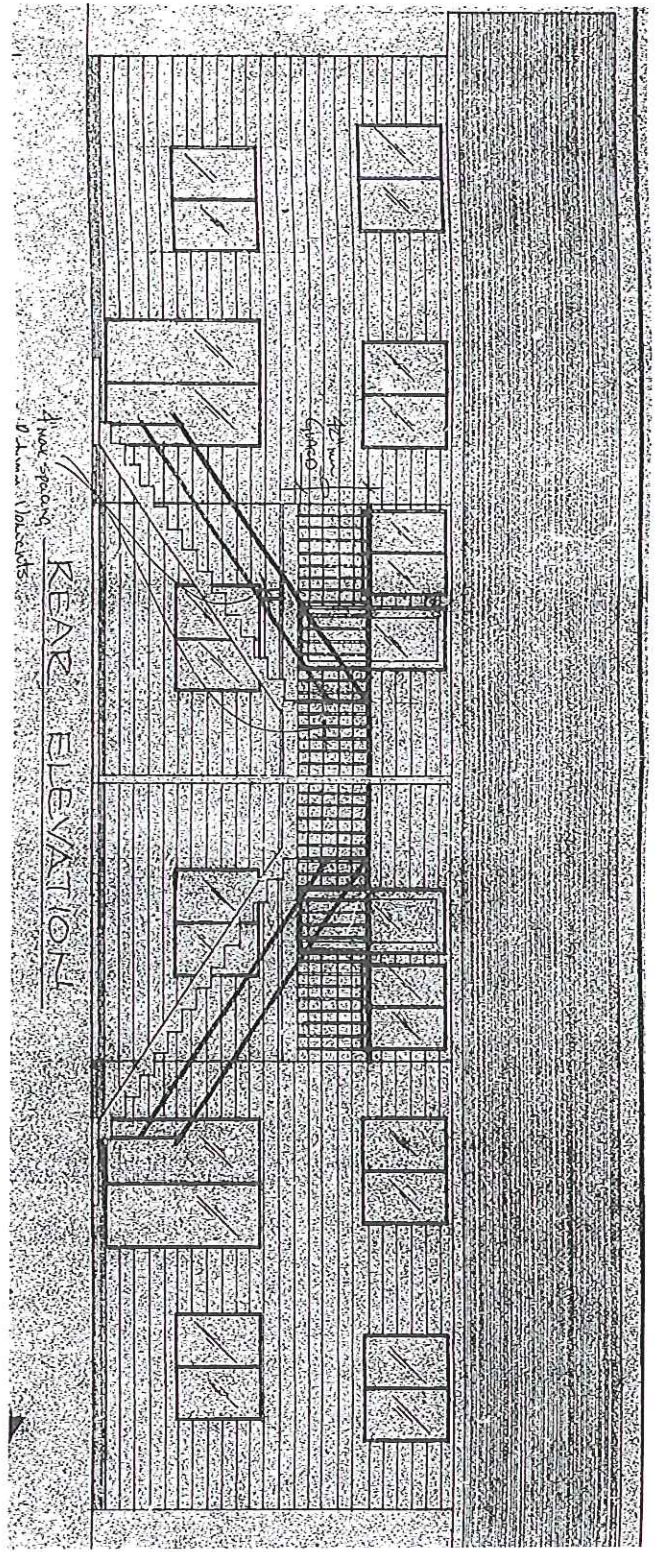
Sheet:
Site / Parking Plan
YY/MM/DD: 13/01/25
Revision: 1
Scale: 1 : 200

ASK 01



FRONT ELEVATION

APPRC
 FORMING PART OF BUILDING
 THESE DRAWINGS SHALL
 REMAIN THE PROPERTY OF CITY BUI.



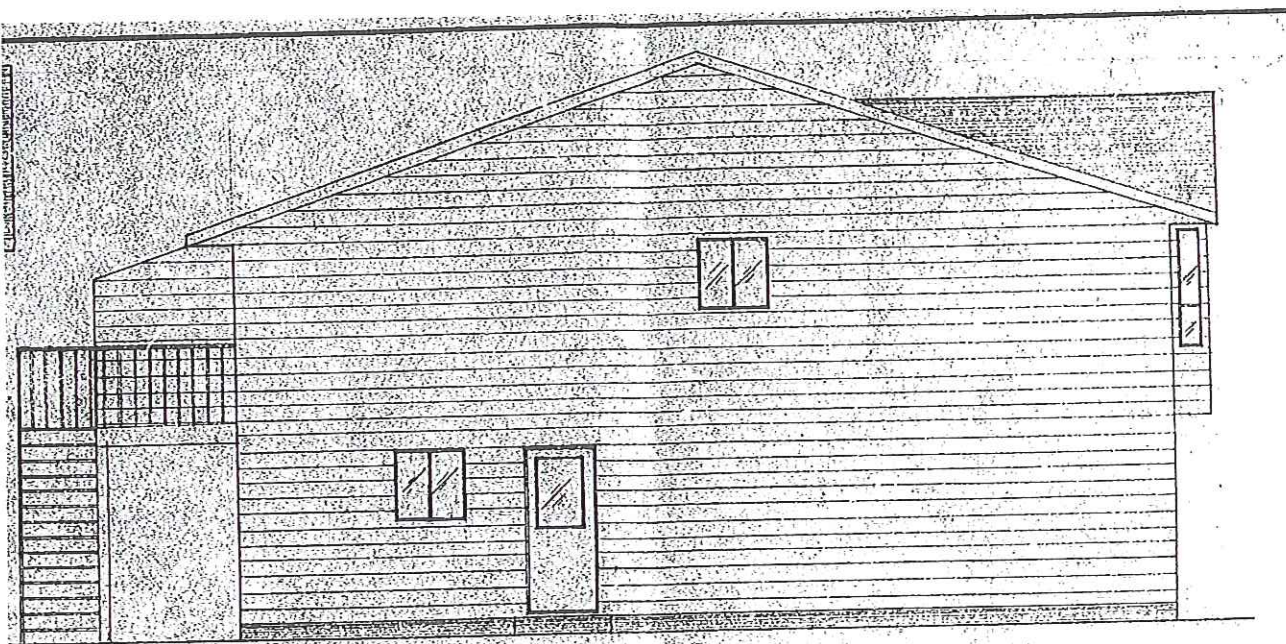
REAR ELEVATION

4' x 6' opening
10' x 10' opening



T # 2216
1 ON SITE
INSPECTORS.

RIGHT ELEVATION

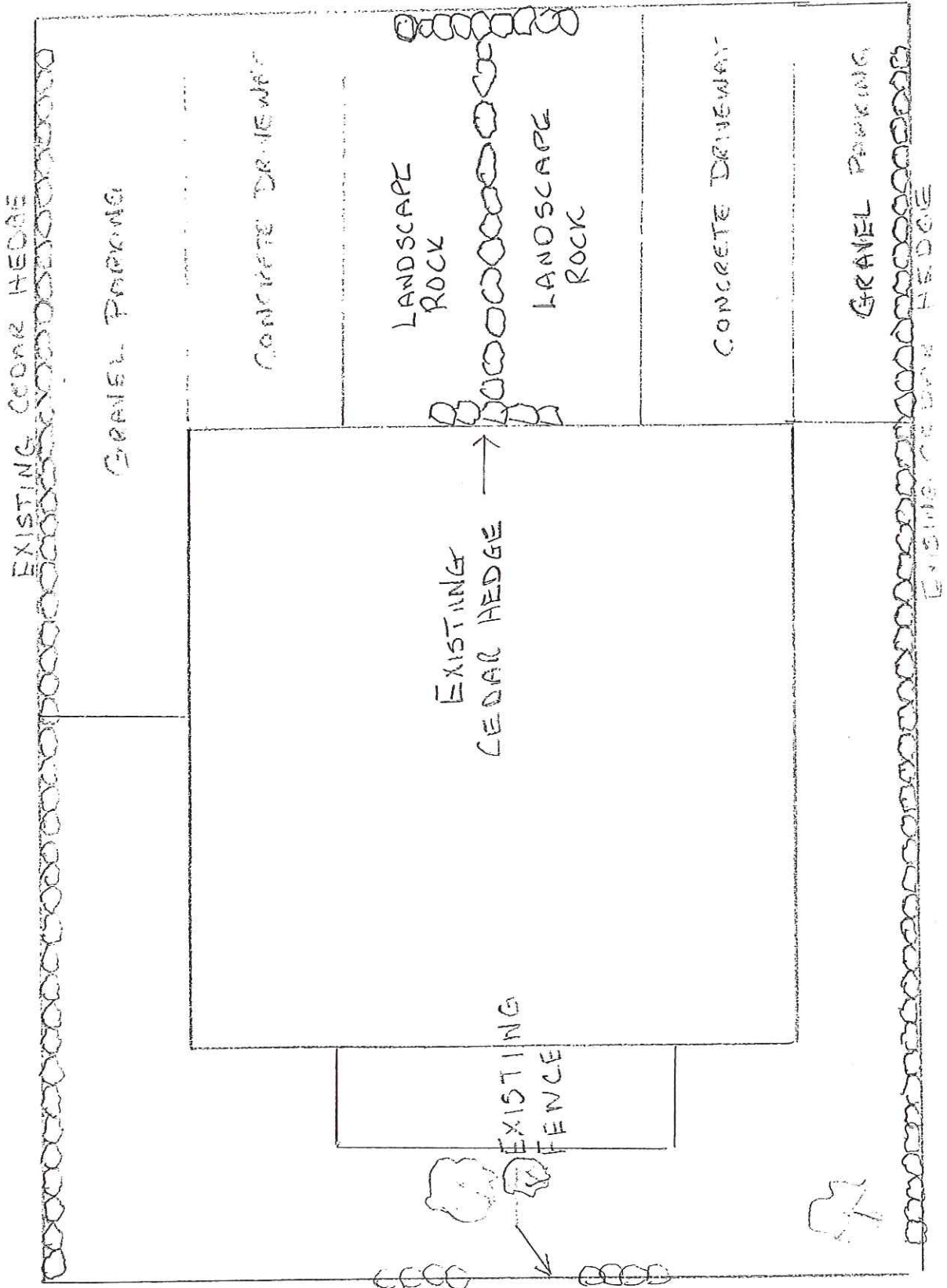


LEFT ELEVATION

L.O. 11'-0" . 3.3m

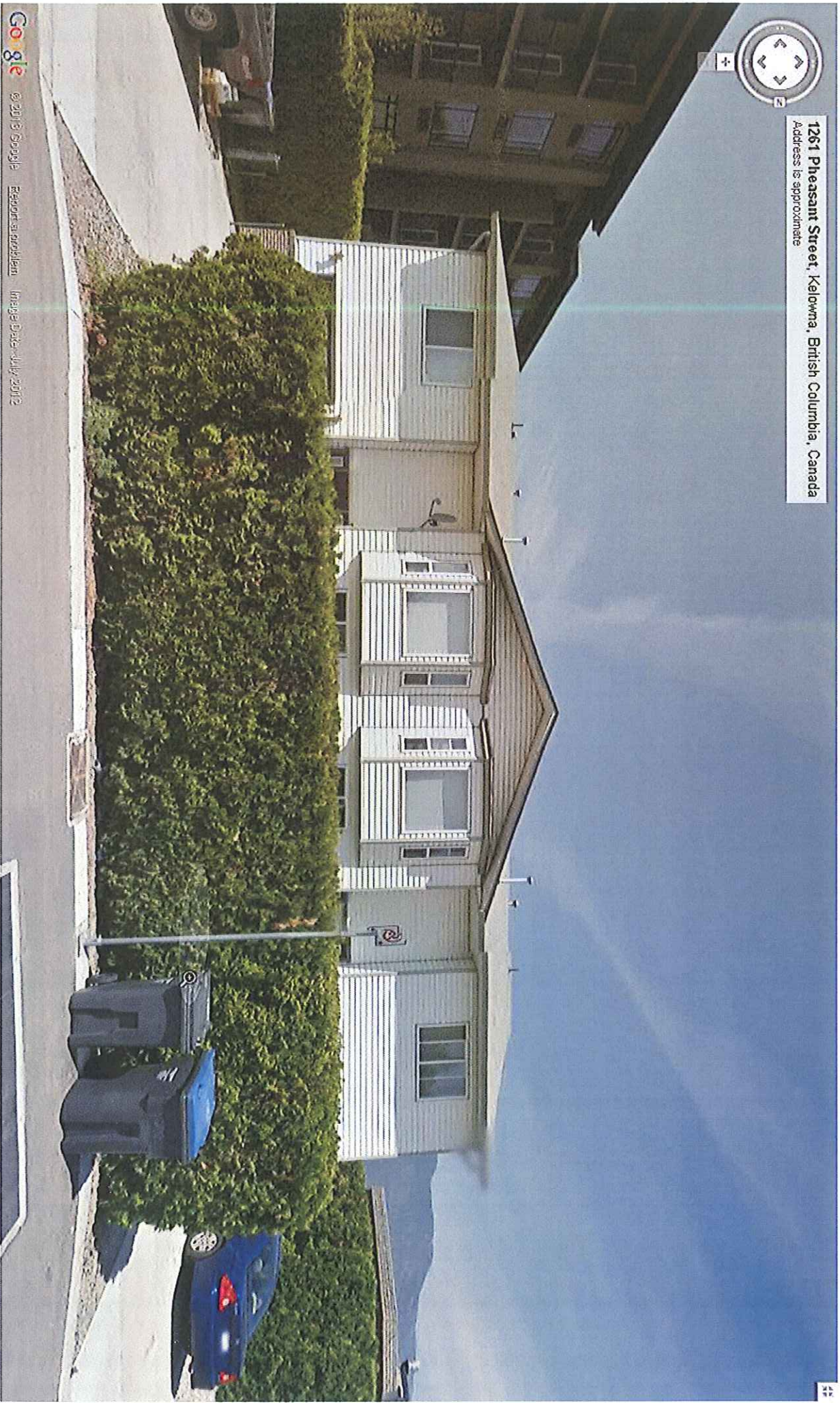
EXISTING LANDSCAPE PLAN

HIGH ROAD



PHEASANT ST

4



1261 Pheasant Street, Kelowna, British Columbia, Canada
Address is approximate

CITY OF KELOWNA
MEMORANDUM

FILE COPY

Date: January 29, 2013
File No.: Z13-0002
To: Land Use Management (BD)
From: Development Engineering Manager
Subject: 1242 – 1244 Pheasant Street

RM1

Development Engineering has the following comments and requirements associated with this application to rezone from RU-6 to RM1.

1. Domestic Water and Fire Protection

Our records indicate that this property is serviced with three 19mm diameter copper water services. The current by-law requires that only one service be permitted for this application. **The disconnection of existing services and the tie-in of a larger new service can be provided by City forces at the applicant's expense.** For estimate inquiry's please contact Sergio Sartori, by email ssartori@kelowna.ca or phone, 250-469-8589.

2. Sanitary Sewer

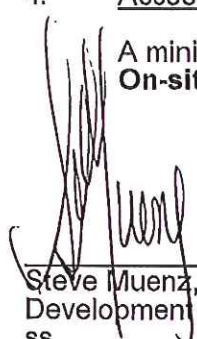
Our records indicate that this property is serviced with a 100mm-diameter sanitary sewer service complete with inspection chamber. The service is adequate for the proposed application.

3. Road Improvements

High Road must be upgraded to an urban standard along the full frontage of this property, including curb and gutter, sidewalk, landscaped boulevard and pavement widening. A one-time cash payment in lieu of construction must be collected from the applicant for future construction by the City. The cash-in-lieu amount is determined to be **\$5,400.00 not including utility service costs**

4. Access, Manoeuvrability and Parking Requirements

A minimum of eight off-street vehicle parking spaces are required.
On-site parking modules must meet bylaw requirements.



Steve Muenz, P. Eng.
Development Engineering Manager
ss

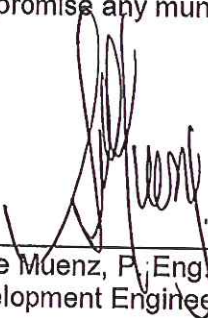
CITY OF KELOWNA
MEMORANDUM

FILE COPY

Date: January 25, 2013
File No.: DVP13-0003
To: Land Use Management Planner (BD)
From: Development Engineering Manager (SM)
Subject: 1242 & 1244 Pheasant Street

Development Engineering comments and requirements regarding this development permit application are as follows:

This development variance permit application to vary the side yard setback does not compromise any municipal services.



Steve Muenz, P. Eng
Development Engineering Manager

SS

CITY OF KELOWNA

MEMORANDUM

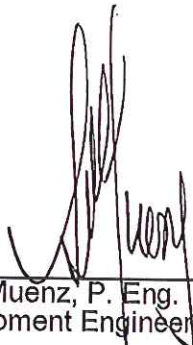
FILE COPY

Date: January 25, 2013
File No.: DP13-0002
To: Land Use Management (BD)
From: Development Engineer Manager (SM)
Subject: 1242 & 1244 Pheasant Street

The Development Engineering comments and requirements regarding this Development Permit application are as follows:

1. General.

- a) All the offsite infrastructure and services upgrades are addressed in the Development Engineering Report under file Z13-0002.



Steve Muenz, P. Eng.
Development Engineering Manager

ss

REPORT TO COUNCIL



Date: February 22nd, 2013

RIM No. 1250-30

To: City Manager

From: Land Use Management, Community Sustainability (AW)

Application: Z13-0010 **Owner:** Various owners

Address: Various Wilden Properties **Applicant:** Blenk Development Corporation

Subject: Rezoning Application

Existing OCP Designation: Single / Two Unit Residential & Major Park and Open Space

Existing Zone: P3 - Parks and Open Space, RU2H - Medium Lot Housing (Hillside Area) & RU1H - Large Lot Housing (Hillside Area)

Proposed Zone: RU2H - Medium Lot Housing (Hillside Area), P3 - Parks and Open Space & RU1H - Large Lot Housing (Hillside Area)

1.0 Recommendation

THAT Rezoning Application No. Z13-0010 to amend the City of Kelowna Zoning Bylaw No. 8000 by changing the zoning classification of Lot 54, Section 5, Township 23, ODYD, Plan EPP9195, located at 123 Lost Creek Court, Lot 55, Section 5, Township 23, ODYD, Plan EPP9195, located at 117 Lost Creek Court and Lot 56, Section 5, Township 23, ODYD, Plan EPP9195, located at 111 Lost Creek Court, Kelowna B.C. from P3 - Parks & Open Space to RU2H - Medium Lot Housing (Hillside Area) be considered by Council.

AND THAT Rezoning Application No. Z13-0010 to amend the City of Kelowna Zoning Bylaw No. 8000 by changing the zoning classification of a portion of Lot 53, Section 5, Township 23, ODYD, Plan EPP9195, located at 155 Lost Creek Court from RU2H - Medium Lot Housing (Hillside Area) to P3 - Parks and Open Space and a portion of Lot 52, Section 5, Township 23, ODYD, Plan EPP9195, located at 183 Lost Creek Court, Lot 51, Section 5, Township 23, ODYD, Plan EPP9195, located at 189 Lost Creek Court, Lot 50, Section 5, Township 23, ODYD, Plan EPP9195, 195 Lost Creek Court, Lot 49, Section 5, Township 23, ODYD, Plan EPP9195, 201 Lost Creek Court from P3 - Parks and Open Space to RU2H - Medium Lot Housing (Hillside Area) and a portion of Lot 72, Section 5, Township 23, ODYD, Plan EPP9195, Located at 191 Lost Creek Place, Lot 73, Section 5, Township 23, ODYD, Plan EPP9195, located at 179 Lost Creek Place, Lot 63, Section 5, Township 23, ODYD, Plan EPP9195, located at 246 Lost Creek Lane, Lot 64, Section 5, Township 23, ODYD, Plan EPP9195, located at 240 Lost Creek Lane, Lot 65, Section 5, Township 23, ODYD, Plan EPP9195, located at 234 Lost Creek Lane, Lot 66, Section 5, Township 23, ODYD, Plan EPP9195, located at 228 Lost Creek Lane, Lot 67, Section 5, Township 23, ODYD, Plan EPP9195, located at 222 Lost Creek Lane, Lot 68, Section 5, Township 23, ODYD, Plan EPP9195, located at 216 Lost Creek Lane, Lot 69, Section 5, Township 23, ODYD, Plan EPP9195, located at 210 Lost Creek Lane from

RU1H - Large Lot Housing (Hillside Area) to RU2H - Medium Lot Housing (Hillside Area) and a portion of Lot 12, Section 5, Township 23, ODYD, Plan EPP9195, located at 1410 Rocky Point Drive from P3 - Parks & Open Space to RU1H - Large Lot Housing (Hillside Area) as shown on Map 'B' attached to the report of the Land Use Management Department, dated February 22nd, 2013 be considered by Council;

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

2.0 Purpose

This application is considered to be a minor amendment to the Phase 2C Wilden neighbourhood. The amendment is to address inconsistencies with the approved subdivision plan and the existing zones. Essentially, it is a 'clean-up' amendment to ensure that all uses are accurately reflected.

3.0 Land Use Management

During the Phase 2C detailed design process, Staff had requested that the area originally zoned and designated for public park should be shifted to a nearby alternate site that was deemed to be preferable from a park perspective. Staff and the applicant moved forward with this change but the zoning was not adjusted at the time of subdivision. As the majority of the Wilden development was rezoned when the Area Structure Plan was adopted, it is not uncommon to refine the land use line work to reflect the detailed design topographical realities.

4.0 Proposal

4.1 Background

The Glenmore Highland ASP was adopted in 2002 and has guided the Wilden community development. The ASP is a high level document that outlined where development should be located and how it should take shape. When the ASP was adopted, most of the land was pre-zoned at the same time based on the work done through the ASP. Staff recently submitted a large amendment for the Wilden development but these properties were not dealt with accordingly.

4.2 Project Description

This application is considered to be a minor amendment to the Phase 2C Wilden neighbourhood. The Phase 2C amendments are to address inconsistencies with the approved subdivision plan and the existing OCP Future Land Use Designation and the zone. It is a 'clean-up' amendment to ensure that all uses are accurately accounted for.

4.3 Site Context



5.0 Technical Comments

5.1 Building & Permitting Department

No comment

5.2 Development Engineering Department

The adjustment to the zoning boundaries as indicated does not compromise any municipal services.

5.3 Fire Department

Fire Hydrants and flows as per the City of Kelowna Subdivision Bylaw #7900. Wilden is an interface area and all areas required fuel modifications as per the Fire Smart Guidelines. Fuel treatments should include up to 100 meters from home sites on sloped areas.

5.4 Fortis BC - Gas

Upon review of the property referral referencing the above noted matter, please be advised that FortisBC facilities will not be adversely affected. FortisBC (electric) reviewed the attached referral and based on the information received have identified two areas that Fortis will require SRW for protection of existing Fortis facilities over the approximate areas shown in the two attached sketch plans. Fortis has no other objections with the proposal subject to any changes to this application which would require further review and comment by Fortis.

6.0 Application Chronology

Date Application Received: February 21st, 2013

Report prepared by:

Alec Warrender, Land Use Planner

Reviewed by:

☐

Danielle Noble, Manager of Urban Land Use

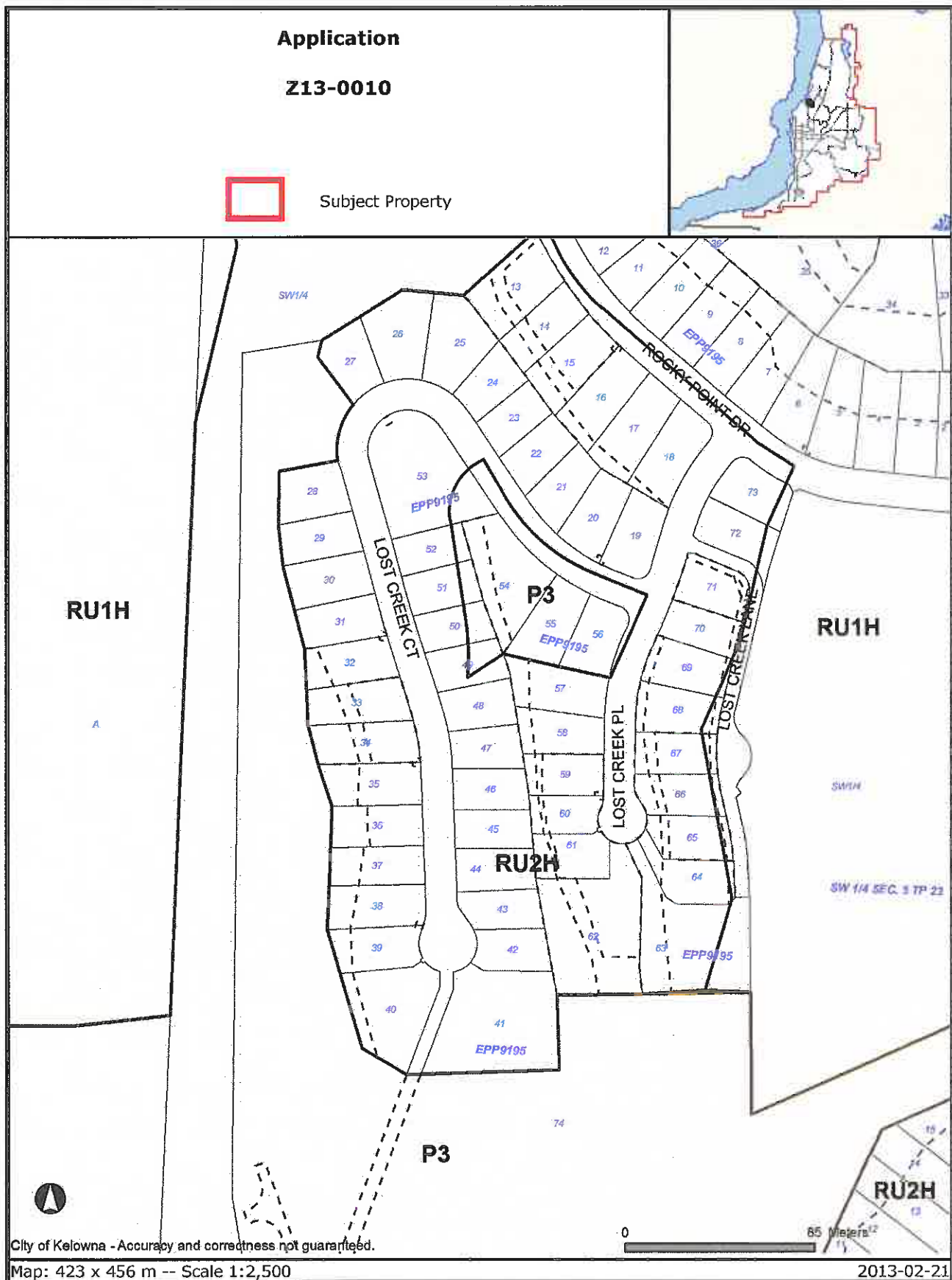
Approved for Inclusion:

☐

Doug Gilchrist, A. General Manager, Community Sustainability

Attachments:

Subject Property Map
Map 'B'

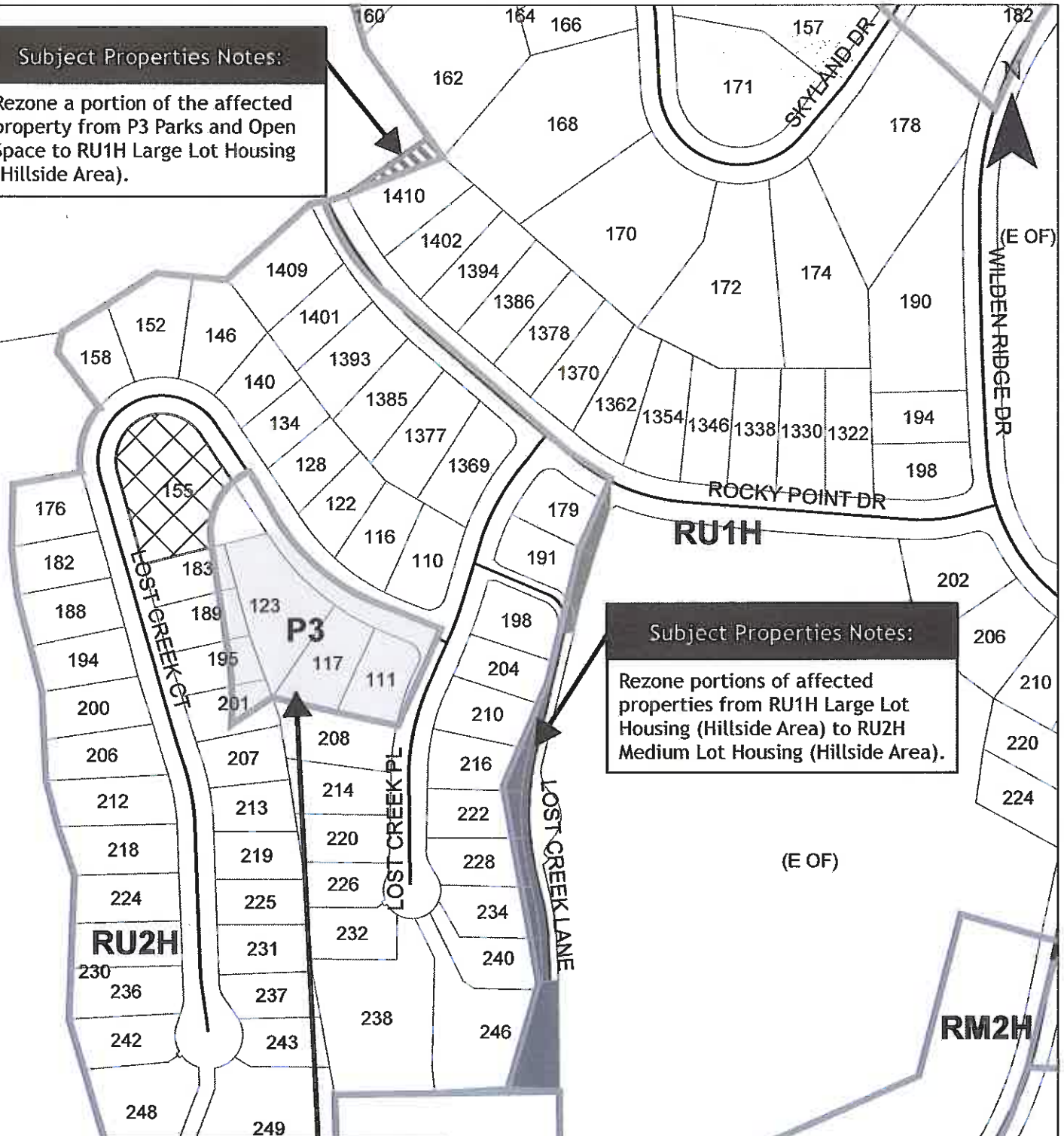


Certain layers such as lots, zoning and dp areas are updated bi-weekly. This map is for general information only.
The City of Kelowna does not guarantee its accuracy. All information should be verified.

Subject Properties Notes:

Rezone a portion of the affected property from P3 Parks and Open Space to RU1H Large Lot Housing (Hillside Area).

RU1H



Subject Properties Notes:

Rezone portions of affected properties from RU1H Large Lot Housing (Hillside Area) to RU2H Medium Lot Housing (Hillside Area).

Subject Properties Notes:

Rezone the affected properties and portions of affected properties from P3 Parks and Open Space to RU2H Medium Lot Housing (Hillside Area).

1285

P3

1284
RU2H

MAP "B1" PROPOSED ZONING

Application #Z13-0010

	Zoning		P3 to RU2H
	Legal Parcel		RU1H to RU2H
	P3 to RU1H		RU2H to P3

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

0 20 40
Meters

Rev. Feb. 25/13

CITY OF KELOWNA
BYLAW NO. 10820
Z13-0010 - Various Owners
Various Addresses (Wilden)

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 of Lot 54, Section 5, Township 23, ODYD, Plan EPP9195, located at 123 Lost Creek Court, Lot 55, Section 5, Township 23, ODYD, Plan EPP9195, located at 117 Lost Creek Court and Lot 56, Section 5, Township 23, ODYD, Plan EPP9195, located at 111 Lost Creek Court, Kelowna B.C. from P3 - Parks & Open Space to RU2H - Medium Lot Housing (Hillside Area);
2. AND THAT City of Kelowna Zoning Bylaw No. 8000 by amended by changing the zoning classification of a portion of Lot 53, Section 5, Township 23, ODYD, Plan EPP9195, located at 155 Lost Creek Court from RU2H - Medium Lot Housing (Hillside Area) to P3 - Parks and Open Space as per Map "B1" attached to and forming part of this bylaw;
3. AND THAT City of Kelowna Zoning Bylaw No. 8000 by amended by changing the zoning classification of a portion of Lot 52, Section 5, Township 23, ODYD, Plan EPP9195, located at 183 Lost Creek Court, Lot 51, Section 5, Township 23, ODYD, Plan EPP9195, located at 189 Lost Creek Court, Lot 50, Section 5, Township 23, ODYD, Plan EPP9195, 195 Lost Creek Court, Lot 49, Section 5, Township 23, ODYD, Plan EPP9195, 201 Lost Creek Court from P3 - Parks and Open Space to RU2H - Medium Lot Housing (Hillside Area) as per Map "B1" attached to and forming part of this bylaw;
4. AND THAT City of Kelowna Zoning Bylaw No. 8000 by amended by changing the zoning classification of a portion of Lot 72, Section 5, Township 23, ODYD, Plan EPP9195, Located at 191 Lost Creek Place, Lot 73, Section 5, Township 23, ODYD, Plan EPP9195, located at 179 Lost Creek Place, Lot 63, Section 5, Township 23, ODYD, Plan EPP9195, located at 246 Lost Creek Lane, Lot 64, Section 5, Township 23, ODYD, Plan EPP9195, located at 240 Lost Creek Lane, Lot 65, Section 5, Township 23, ODYD, Plan EPP9195, located at 234 Lost Creek Lane, Lot 66, Section 5, Township 23, ODYD, Plan EPP9195, located at 228 Lost Creek Lane, Lot 67, Section 5, Township 23, ODYD, Plan EPP9195, located at 222 Lost Creek Lane, Lot 68, Section 5, Township 23, ODYD, Plan EPP9195, located at 216 Lost Creek Lane, Lot 69, Section 5, Township 23, ODYD, Plan EPP9195, located at 210 Lost Creek Lane from RU1H - Large Lot Housing (Hillside Area) to RU2H - Medium Lot Housing (Hillside Area) as per Map "B1" attached to and forming part of this bylaw;
5. AND FURTHER THAT City of Kelowna Zoning Bylaw No. 8000 by amended by changing the zoning classification of a portion of Lot 12, Section 5, Township 23, ODYD, Plan EPP9195, located at 1410 Rocky Point Drive from P3 - Parks & Open Space to RU1H - Large Lot Housing (Hillside Area) as per Map "B1" attached to and forming part of this bylaw.
6. 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

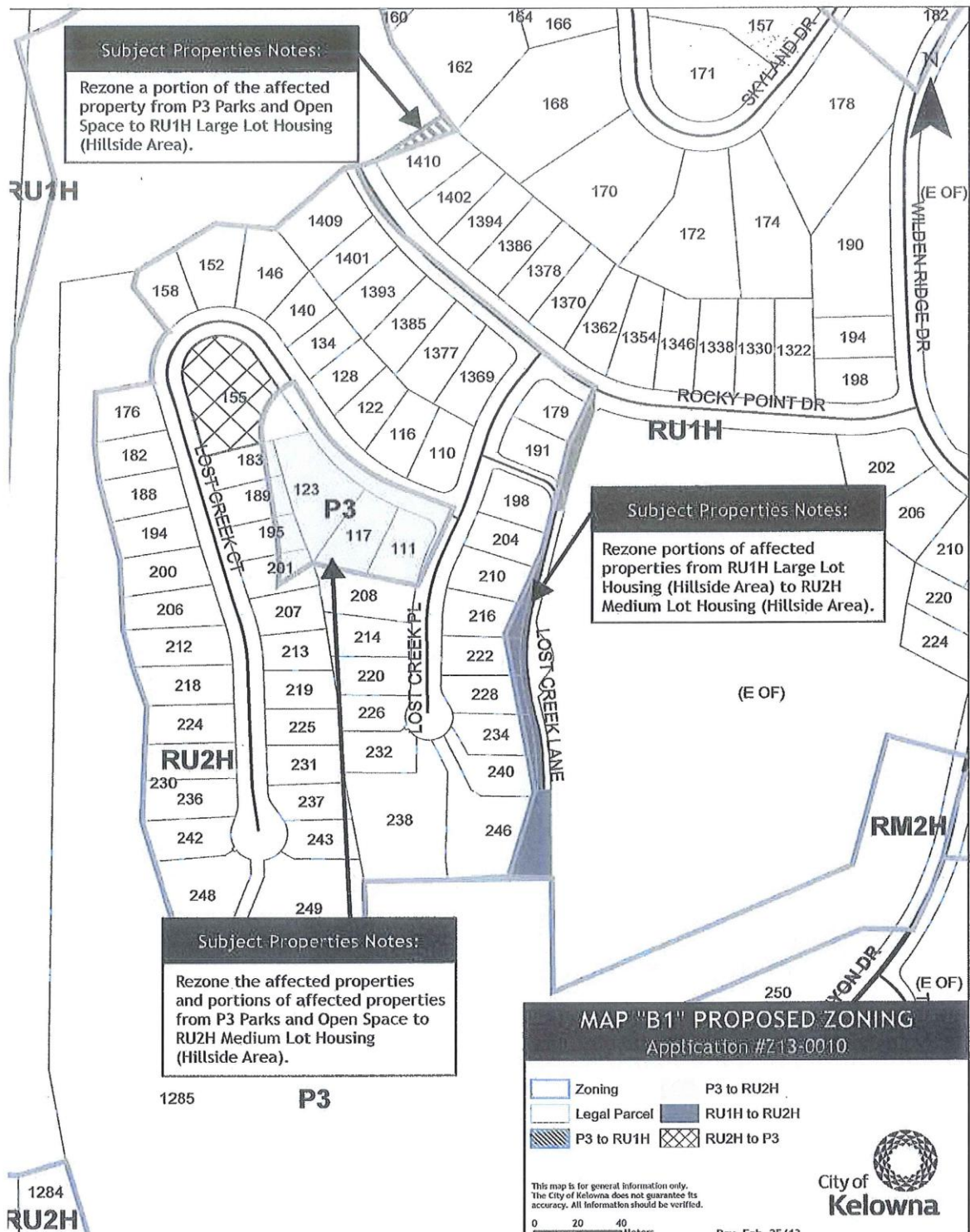
Considered at a Public Hearing on the

Read a second and third time by the Municipal Council this

Adopted by the Municipal Council of the City of Kelowna this

Mayor

City Clerk



Report to Council



Date: March 13, 2013
Rim No. 0600-10
To: City Manager
From: City Clerk
Subject: Amendment of Bylaw No. 10816 (TA13-0003) and to rescind of Bylaw No. 10808 (TA13-0002)
Report Prepared by: C. Boback, Legislative Coordinator

Recommendation:

THAT Council receives for information the Report from the City Clerk dated March 13, 2013 with respect to rescinding Bylaw No. 10808 (TA13-0002) and amending Bylaw No. 10816 (TA13-0003);

AND THAT Bylaw No. 10808 for Text Amendment Application No. TA13-0002 be forwarded for rescindment consideration;

AND FURTHER THAT Bylaw No. 10816 for Text Amendment No. TA13-0003 be forwarded for amendment at first reading.

Purpose:

To consider combining the two text amendment bylaws into one text amendment bylaw.

Background:

Staff proposed to amend the RM-3 Low Density Multiple Housing Zone along with the Brookside rezoning application. As the Brookside application was withdrawn from the March 12 public hearing at the request of the applicant, staff recommends the proposed RM-3 changes be added to the broader Zoning Bylaw text amendment considered by Council March 11.

This requires the merging of the two text amendment bylaws into one. The amendments in Bylaw 10816 will be considered at the March 26, 2013 Public Hearing.

Considerations not applicable to this report:

Internal Circulation:

Legal/Statutory Authority:

Legal/Statutory Procedural Requirements:

Existing Policy:
Financial/Budgetary Considerations:
Personnel Implications:
External Agency/Public Comments:
Communications Comments:
Alternate Recommendation:

Submitted by:

S. Fleming, City Clerk

cc: Manager, Urban Land Use

CITY OF KELOWNA

BYLAW NO. 10808

Text Amendment No. TA13-0002 -Amendment to the City of Kelowna Zoning Bylaw No. 8000 - RM3 - Low Density Multiple Housing Zone

The Municipal Council of the City of Kelowna, in open meeting assembled, enacts that City of Kelowna Zoning Bylaw No. 8000 be amended as follows:

1. THAT **13.9 RM3 - Low Density Multiple Housing, 13.9.6 Development Regulations** be amended by deleting sub-paragraph (a) that reads:

“(a) The maximum **floor area ratio** is 0.5, except it is 0.55 with a housing agreement pursuant to the provisions of Section 6.9. Where **parking spaces** are provided totally beneath habitable space of a principal **building** or beneath useable common amenity areas providing that in all cases, the **parking spaces** are screened from view, an amount may be added to the **floor area ratio** equal to 0.2 multiplied by the ratio of such **parking spaces** to the total required **parking spaces**, but in no case shall this amount exceed 0.2.”

And replacing it with the following:

“(a) The maximum **floor area ratio** is 0.75.

Where at least 75% **parking spaces** are provided totally beneath habitable space of a principal **building**, beneath useable common amenity areas, or in a garage/carport providing that in all cases, the **parking spaces** are screened from public view, the floor area ratio may be increased by 0.05.

The floor area ratio may be increased by a further 0.1 for a development constructed in an Urban Centre (as defined by Kelowna’s Official Community Plan).”

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 25th day of February, 2013.

Rescinded at first reading 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 and Infrastructure)

Adopted by the Municipal Council of City of Kelowna on the

Mayor

City Clerk

CITY OF KELOWNA

BYLAW NO. 10816

Text Amendment No. TA13-0003 -Amendment to the City of Kelowna Zoning Bylaw No. 8000 - Miscellaneous Amendments

The Municipal Council of the City of Kelowna, in open meeting assembled, enacts that City of Kelowna Zoning Bylaw No. 8000 be amended as follows:

1. THAT **Section 2 - Interpretation, 2.3 General Definitions, 2.3.3** be amended by adding the following in the appropriate location:

“PERMEABLE DRIVE SURFACES AND PARKING means pavement with a base and sub-base that allows the movement of storm water through the surface (includes: pervious concrete, porous asphalt, paving stones or concrete or plastic-based pavers). The use of this drive-surface treatment may be restricted from use on primary fire truck access routes.”

2. AND THAT **Section 6 - General Development Regulations, 6.5 Accessory Development, 6.5.8** be amended by deleting sub-paragraph (c) that reads:

“mechanical equipment shall be located to comply with the side yard setback for an accessory building or structure.”

and replacing it with the following:

“(c) Mechanical equipment shall be located to comply with the side yard setback for an accessory building or structure in all residential zones with the exception of the RU3 and RU3h zones. The minimum side yard setback for mechanical equipment (air conditioning units and heat pumps) in the RU2, RU3 zones is 0.2m.”

3. AND THAT **Section 6 - General Development Regulations, 6.10 Setback from Provincial Highways**, be amended by deleting sub-paragraph 6.10.1 that reads:

“All buildings and structures on lots abutting Highway 97 or Highway 33, shall not be closer than 15.0 m to the Highway, except where located in an urban centre, it may be no closer than 4.5 m.”

and replacing it with the following:

“6.10.1 All buildings and structures on lots abutting Highway 97 or Highway 33, shall not be closer than 4.5m to any lot line abutting the highway.”

4. AND THAT **Section 8 Parking and Loading, 8.1 Off-Street Vehicle Parking** heading **Size** be amended by adding **“and Ratio”** after **“Size”**
5. AND THAT **Section 8 Parking and Loading, 8.1 Off-Street Vehicle Parking, 8.1.11** be amended by adding **“and parking lot layout”** after **“parking space”**.
6. AND THAT **Section 8 Parking and Loading, 8.1 Off-Street Vehicle Parking, 8.1.11** be amended by deleting sub-paragraph (a) that reads:

“Except as provided below, each required off-street **parking space** shall be a minimum of 2.5 m in width with a minimum clear length of 6.0 m exclusive of access drives or aisles, ramps, columns. Parking spaces shall have a vertical **clearance** of at least 2.0 m. For parallel parking, the length of the **parking spaces** shall be increased to 7.0 m, except that an end space with an open end shall be a minimum of 5.5 m. For **parking spaces** other than parallel **parking spaces**, up to 40% of the required **parking spaces** may be of a length shorter than that required above, to a minimum of 5.0 m.”

And replacing it with the following:

“(a)

	Length	Width	Height
a) Full Size Vehicle Parking space	6.0m	2.5m	2.0m
b) Medium Size Vehicle Parking Space	4.8m	2.3m	2.0m
c) Compact Vehicle/Motorcycle Parking Space	3.4m	2.0m	2.0m
d) Regular Parallel parking space	7.0m	2.6m	2.0m
e) Small Parallel Parking Space	6.7m	2.3m	2.0m
f) Boat Launch Parking Space	12.0m	3.0m	2.0m
g) Parking for persons with disabilities	6.0m	3.7m	2.0m
h) All two-way drive aisles serving 90 degree parking (parking lot/parkade).		7.0m	2.0m
i) All two-way surface drive aisles in residential strata developments		6.0m	
j) One way drive aisles (60 degree parking)		5.5m	2.0m
k) One way drive aisles (45 degree parking)		3.6m	2.0m
l) Where the use of a parking space is limited on both sides by a wall or a column		3.0m (unobstructed with from face to face of column)	2.0m
m) Where the use of a parking space is limited on one side by a wall or column		2.7m (or 3.0m if a door opens into that one side)	2.0m
n) Where a building door opens into the parking space on its long side.		3.3m (unobstructed width)	2.0m

*Note: Length, width and height measurements must be clear of obstructions (access aisles, ramps, columns). Spacing measurements shall be taken from the inside to inside of columns.”

7. AND THAT **Section 8 Parking and Loading, 8.1 Off-Street Vehicle Parking, 8.1.11** be amended by deleting sub-paragraph (b) that reads:

“Where the use of a **parking space** is limited on both sides by a wall or a column, the unobstructed width from face to face of the obstructions shall be 3.0m, and if in this case, a **building** door opens into the **parking space** on its long side, the unobstructed width shall be 3.3 m. Where the use of a **parking space** is limited to one side by a wall or a column, the unobstructed width of the **parking space** shall be 2.7 m, and if in this case, a **building** door opens into the **parking space** on its long side, the unobstructed width shall be 3.0 m.”

And replacing it with the following:

“(b)

Parking Stall Type Ratio By Use:	Full Size Vehicle Parking Stalls	Medium Size Vehicle Parking Stalls	Compact Car/Motorcycle Parking Stalls
Single Family Residential	50% Minimum	50% Maximum	0%
Carriage House		Medium Car Stall is minimum requirement	
Multi-Family Town house/Row House	50% Minimum	50% Maximum	0%
Multi-family Residential	50%	40%	10%
Commercial	50%	40%	10%
Industrial	70%	30%	0%
Institutional	50%	40%	10%

8. AND THAT **Section 13 - Urban Residential Zones, 13.8 RM2 - Low Density Row Housing RM2h - Low Density Row Housing (Hillside Area), 13.8.5 Subdivision Regulations** be amended by adding a new sub-paragraph in its appropriate location as follows:

“(d) A **row-house** development in this zone may be subdivided into lots smaller than the Subdivision Regulations listed above in **13.8.5** (a), (b) and (c) provided that:

- i) a **Party Wall** Agreement is registered on title; and
- ii) the Subdivision occurs in accordance with Preliminary Layout Review Letter issued by the City of Kelowna; and
- iii) the site is comprehensively developed under a single development permit.”

9. AND THAT **Section 13 - Urban Residential Zones, 13.8 RM2 - Low Density Row Housing RM2h - Low Density Row Housing (Hillside Area), 13.8.6 Development Regulations** be amended by deleting sub-paragraph (a) that reads:

“(a) The maximum **floor area ratio** is 0.5, except it is 0.55 with a housing agreement pursuant to the provisions of Section 6.9. Where screened **parking spaces** are provided totally under habitable or common amenity areas, the **floor area ratio** may be increased by 0.08 multiplied by the ratio of such **parking spaces** to the total required up to a maximum of 0.08.”

And replacing it with the following:

“(a) The maximum site **floor area ratio** is 0.65.

Where at least 50% of **parking spaces** are provided totally under habitable areas, common amenity areas or in garages/carports, the site **floor area ratio** may be increased by 0.05.

The site floor area ratio may be increased by a further 0.1 for a development constructed in an Urban Centre (as defined by Kelowna’s Official Community Plan).”

10. AND THAT Section 13 - Urban Residential Zones, 13.8 RM2 - Low Density Row Housing RM2h - Low Density Row Housing (Hillside Area), 13.8.6 be amended by deleting sub-paragraph (b) that reads:

“(b) The maximum **site coverage** is 45%, provided that the maximum **site coverage** of **buildings**, driveways, and parking areas is 50%.”

And replacing it with the following:

“(b) The maximum **site coverage** is 50% provided that the maximum **site coverage** of **buildings**, driveways, and parking areas is 55%. This may be increased by 5% (to a maximum of 60%) for **permeable drive surfaces and parking**.”

11. AND THAT Section 13 - Urban Residential Zones, 13.8 RM2 - Low Density Row Housing RM2h - Low Density Row Housing (Hillside Area), 13.8.6 be amended by deleting sub-paragraph (d) that reads:

“(d) The minimum **site front yard** is 4.5m. except it is 6.0m for a garage or **carport**. In RM2h zones, the minimum **site front yard** is 3.0m except it is 6.0m measured from the back of curb or a sidewalk, whichever is closest, to a garage or **carport** having vehicular entry from the front.”

And replacing it with the following:

“(d) The minimum **site front yard** is 1.5m for ground-oriented housing with a front door facing the street. In any other circumstance, the site front yard is 4.5m or 6.0m for a garage or carport.

In RM2h zones, the minimum **site front yard** is 3.0m from a **flanking street** except it is 6.0m measured from the back of curb or a sidewalk, whichever is closest, to a garage or **carport** having vehicular entry from the front.”

12. AND THAT Section 13 - Urban Residential Zones, 13.8 RM2 - Low Density Row Housing RM2h - Low Density Row Housing (Hillside Area), 13.8.6 be amended by deleting sub-paragraph (e) that reads:

“(e) The minimum **site side yard** is 4.0m for a 1 or 1½ **storey** portion of a **building** or accessory **building** or **structure** and 4.5m for a 2 or 2 ½ **storey** portion of a **building** except it is 4.5 from a **flanking street** unless there is a garage it shall be 6.0m. In RM2h zones, the minimum **site side yard** shall be 3.0m except it is 6.0m measured from the back of curb or sidewalk, whichever is closest, to a garage or **carport** having vehicular entry from the front. Where there is no direct vehicular access to the **rear yard** or to an attached garage or **carport**, one **site side yard** shall be at least 3.0m.”

And replacing it with the following:

- “(e) The minimum **site side yard** is 4.0m. From a **flanking street** the side yard setback is 4.5m except it may be reduced to 1.5m for ground-oriented housing with a front door facing that street (front doors may face either the fronting or flanking street). The site side yard to a garage or carport is 6.0m.

In RM2h zones, the minimum **site side yard** from a **flanking street** shall be 3.0m except it is 6.0m measured from the back of curb or sidewalk, whichever is closest, to a garage or **carport** having vehicular entry from the front.

Side yard setbacks are not required on a lot line that has a **party wall**.”

13. AND THAT **Section 13 - Urban Residential Zones, 13.8 RM2 - Low Density Row Housing RM2h - Low Density Row Housing (Hillside Area), 13.8.7 Other Regulations** be amended by deleting sub-paragraph (a) that reads:

- “(a) No more than 6 **dwellings** may be located in a building.”

And replacing it with the following:

- “(a) No more than 6 **dwellings** may be located in a building in the RM2h zone.”

14. AND THAT **Section 13 - Urban Residential Zones, 13.8 RM2 - Low Density Row Housing RM2h - Low Density Row Housing (Hillside Area), 13.8.7 Other Regulations** be amended by adding a new sub-paragraph in its appropriate location as follows:

- “(f) Where the **development** has access to a rear **lane**, vehicular access to the **development** is only permitted from the rear **lane**, except in **hillside areas** where the topography would require the slope of such access to exceed 15%.”

15. AND THAT **Section 13 - Urban Residential Zones, 13.9 RM3 - Low Density Multiple Housing, 13.9.5 Subdivision Regulations** be amended by adding a new sub-paragraph in its appropriate location as follows:

- “(d) A development in this zone may be subdivided into lots smaller than the subdivision regulations listed above provided that:

- i) a **Party Wall Agreement** is registered on title; and
- ii) the Subdivision occurs in accordance with Preliminary Layout Review Letter issued by the City of Kelowna; and
- iii) the site is comprehensively developed under a single development permit.”

16. AND THAT **13 - Urban Residential Zones, 13.9 RM3 - Low Density Multiple Housing, 13.9.6 Development Regulations** be amended by deleting sub-paragraphs (a), (b), (c), (d), (e) and (f) that read:

- “(a) The maximum **floor area ratio** is 0.5, except it is 0.55 with a housing agreement pursuant to the provisions of Section 6.9. Where **parking spaces** are provided totally beneath habitable space of a principal **building** or beneath useable common amenity areas providing that in all cases, the **parking spaces** are screened from view, an amount may be added to the **floor area ratio** equal to 0.2 multiplied by the ratio of such **parking spaces** to the total required **parking spaces**, but in no case shall this amount exceed 0.2.
- (b) The maximum **building site coverage** is 40%, provided that the maximum **site coverage of buildings**, driveways, and parking areas is 50%.
- (c) The maximum **height** is the lesser of 9.5 m or 2½ **storeys**, except it is 4.5 m for accessory **buildings and structures**.

- (d) The minimum **site front yard** is 4.5 m, except it is 6.0 m for a garage or **carport**.
- (e) The minimum **site side yard** is 4.0 m for a 1 or 1½ **storey** portion of a **building** or an accessory **building** or **structure** and 4.5 m for a 2 or 2½ **storey** portion of a **building**, except it is 4.5 m from a **flanking street** unless there is a garage accessed from the **flanking street**, it is 6.0 m. Where there is no direct vehicular access to the **rear yard** or to an attached garage or **carport**, one **site side yard** shall be at least 3.0 m. Side yards are not required on a **lot line** that has a **party wall**.
- (f) The minimum **site rear yard** is 7.5 m, 4.5 m for common recreation **buildings**, and 1.5 m for other accessory **buildings**."

And replacing it with the following:

- “(a) The maximum **floor area ratio** is 0.75.

Where at least 75% **parking spaces** are provided totally beneath habitable space of a principal **building**, beneath useable common amenity areas, or in a garage/carport providing that in all cases, the **parking spaces** are screened from public view, the floor area ratio may be increased by 0.05.

The floor area ratio may be increased by a further 0.1 for a development constructed in an Urban Centre (as defined by Kelowna’s Official Community Plan).”

- (b) The maximum **building site coverage** is 40% but may be increased to a maximum of 50% if **private open space** for each unit can be provided on a deck, patio, balcony or rooftop deck which exceeds the bylaw requirement by 10%.

The maximum **site coverage** of **buildings**, driveways, and parking areas is 60%. This may be increased by 5% (to a maximum of 65%) for **permeable drive surfaces and parking**.

- (c) The maximum **height** is the lesser of 10m or 3 **storeys**, except it is 4.5 m for accessory **buildings** and **structures**.

Any portion of a building within 7.5m of an abutting **lot** with a Single/Two Unit, Resource Protection Area, or Hillside Residential designation in the City’s Official Community Plan must not be greater than 9.5m or 2 ½ **storeys** in height.”

(d) The minimum **site front yard** is 1.5m for ground-oriented housing with a front door facing the street. In any other circumstance, the site front yard is 4.5m or 6.0m for a garage or carport.

- (e) The minimum **site side yard** is 4.0m. From a **flanking street** it is 4.5m except it may be reduced to 1.5m from a **flanking street** for ground-oriented housing with a front door facing that street. The **site side yard** to a garage or carport is 6.0m. The minimum site side yard from a public lane is 1.2m.

Where there is no direct vehicular access to the **rear yard** or to an attached garage or **carport**, one **site side yard** shall be at least 3.0m.

Notwithstanding 13.9.6(g), side yards are not required on a lot line that has a **party wall**.

- (f) The minimum **site rear yard** is 7.5 m, except that it may be reduced to 3.0m from a public lane.

The **site rear yard** is 4.5 m for common recreation **buildings**, and 1.5 m for other accessory **buildings**.”

17. AND THAT **Section 13 - Urban Residential Zones, 13.11 RM5 - Medium Density Multiple Housing, 13.11.6 Development Regulations** be amended by deleting sub-paragraph (a), (b), (c), (d), (e) and (f) that read:

- “(a) The maximum **floor area ratio** is 1.1, except it is 1.2 with a housing agreement pursuant to the provisions of Section 6.9. Where **parking spaces** are provided totally beneath habitable space of a principal **building** or beneath useable common amenity areas providing that in all cases, the **parking spaces** are screened from view, an amount may be added to the **floor area ratio** equal to 0.2 multiplied by the ratio of such **parking spaces** to the total required **parking spaces**, but in no case shall this amount exceed 0.2.
- (b) The maximum **site coverage** is 40%, provided that the maximum **site coverage** of **buildings**, driveways, and parking areas is 60%.
- (c) The maximum **height** is the lesser of 16.5 m or 4 **storeys**, except it is 4.5 m for accessory **buildings** and **structures**.
- (d) The minimum **site front yard** is 6.0 m.
- (e) The minimum **site side yard** is 4.5m for a portion of a **building** not over 2½ **storeys**, and 7.5m for portions of a **building** in excess of 2½ **storeys**, and 7.5 m from a **flanking street**.
- (f) The minimum **site rear yard** is 9.0 m, except it is 7.5 m where there is a rear **lane**. It is 6.0 m for accessory **buildings**.”

And replacing it with the following:

- “(a) The maximum **floor area ratio** is 1.1

Where the required **parking spaces** (excluding visitor stalls) are provided totally beneath habitable space of a principal **building** or beneath useable common amenity areas providing that in all cases, the **parking spaces** are screened from view, the **floor area ratio** may be increased by the percentage of required parking provided under the building to a maximum net floor area for the zone of 1.2.

The floor area ratio may be increased by a further 0.2 for a development constructed in an Urban Centre (as defined by Kelowna’s Official Community Plan).

- (b) The maximum **site coverage** is 40%.

This may be increased to 50% if the developer can achieve additional **private open space** (a minimum of 20% on top of the bylaw requirement) within the footprint of the building.

The maximum **site coverage** of **buildings**, driveways, and parking areas is 65%. This may be increased by 5% (to a maximum of 70%) for **permeable drive surfaces and parking**.

- (c) The maximum **height** is the lesser of 18.0 m or 4.5 **storeys**, except it is 4.5 m for accessory **buildings and structures**.

- (d) The minimum **site front yard** is 6.0 m.

The **site front yard** for ground-oriented housing with a front door facing the street may be reduced to 1.5m for portions of a **building** not over 2½ **storeys** developed. Where the **site front yard** has been reduced below 6.0m for ground-oriented housing any portion of a **building** in excess of 2½ **storeys** must meet the 6.0m **site front yard**.

- (e) The minimum **site side yard** is 4.5m for a portion of a **building** not over 2½ **storeys**, and 7.0m for portions of a **building** in excess of 2½ **storeys**. The site side yard to a **flanking street** is 6.0 m but may be reduced to 1.5m for ground-oriented housing with a front door facing the street. Where the **site side yard** has been reduced below 6.0m for ground-oriented housing any portion of a **building** in excess of 2½ **storeys** must meet the 6.0m **site side yard**.

- (f) The minimum **site rear yard** is 9.0 m, except it is 7.0 m where there is a rear **lane**. For portions of a parkade with **lane** access which do not project more than 2.0m above natural grade, the **site rear yard** is 1.5m.

The **site rear yard** is 6.0 m for accessory **buildings**. The site rear yard for carport structures is 1.5m.”

18. AND FURTHER THAT Section 13 - Urban Residential Zones, 13.11 RM5 - Medium Density Multiple Housing, 13.11.7 Other Regulations be amended by deleting sub-paragraph (b) that reads:

“No continuous **building frontage** shall exceed 40.0 m for a 3 or 4 **storey building**, nor 65.0 m for a 2 **storey building**. If the **frontage** is interrupted by an open courtyard equivalent in depth and width to the **building height**, the maximum continuous 3 **storey building frontage** may be 80.0 m provided that no **building** section exceeds 40.0 m. The **building** must be designed so the portion **adjacent** to neighbouring **development** is no more than ½ **storey** higher.”

And replacing it with the following:

“(b) A continuous **building frontage** shall not exceed 100 metres in length, and must be designed with appropriate architectural breaks or relief where the length of the building exceeds 37 metres.”

19. 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 11th day of March, 2013.

Amended at first reading by the Municipal Council this 12th day of March, 2013.

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 and Infrastructure)

Adopted by the Municipal Council of City of Kelowna on the

Mayor

City Clerk

Report to Council



Date: March 8, 2013
File: 0165-02
To: Mayor & Council
From: City Manager
Subject: VOLUME 2 - CARRYOVERS, 2013 FINANCIAL PLAN

Report Prepared by: Financial Planning Manager

Recommendation:

THAT the 2013 Financial Plan be increased by \$3,228,300 to provide for operating carryover projects and \$71,129,660 for capital carryover projects as summarized in Financial Plan Volume 2.

Purpose:

To present the Volume 2 - 2013 Financial Plan to Council for approval and inclusion in the 2013 Financial Plan.

Background:

The operating and capital projects listed in Volume 2 of the 2013 Financial Plan represent projects that were not able to be completed in 2012 or were originally planned to be completed over multiple years. These projects, in all cases, result in no additional taxation demand. The projects are funded from reserves, debt, and other levels of Government and/or other contributions. The timing of this budget volume is after the fiscal year-end so carryover projects can be presented with certainty of costs.

All 2012 approved capital projects and eligible operating programs were reviewed with each department. The carryover requests were examined and unspent budget funds were placed into reserve in 2012 for use in 2013. There are various reasons for a project being delayed or not completed. Of all projects, the majority are multi-year (87%), some projects were delayed due to 'scheduling demands and/or City resource availability' (4%), and others are awaiting grant confirmation (1%). The balance of the remaining projects are consolidated into a general "Other" category (8%). A summary of operating carryover requests greater than \$100,000 and capital carryover requests greater than \$500,000 is attached to provide Council with an indication of the reasons for those larger carryover projects.

Provided in Volume 2 of the 2013 Financial Plan is:

1. A summary of operating projects (blue sheets) for the general and utility funds.
2. Operating budget details for the general and utility funds.
3. A summary of capital projects (yellow sheets) for the general and utility funds.
4. Capital project details for the general and utility funds.

A detailed discussion of projects contained in Volume 2 is not planned; however, should members of Council have questions or concerns regarding any specific project, please contact Genelle Davidson Financial Planning Manager at gdavidson@kelowna.ca or x8560 who will arrange for a department representative to be in attendance at the Council meeting.

Financial/Budgetary Considerations:

A consolidated 2013-2017 5 Year Financial Plan will be brought to Council for adoption by bylaw at Final Budget on May 6, 2013. This will immediately precede adoption of the 2013 property tax bylaw, in accordance with Section 165 of the Community Charter.

Considerations not applicable to this report:

Internal Circulation:

Legal/Statutory Authority:

Legal/Statutory Procedural Requirements:

Existing Policy:

Personnel Implications:

External Agency/Public Comments:

Communications Comments:

Alternate Recommendation:

Submitted by:

R. Mattiussi, City Manager

Attach.

cc: General Managers and City Directors

City of Kelowna					
Summary of 2013 Large Carryover Projects					
Title	Scheduling Demands	Multi-Year	Awaiting Grant Confirmation	Other	Total
Operating > \$100,000					
Video Surveillance System (CCTV)	0	132,130	0	0	132,130
Tangible Capital Assets	0	110,300	0	0	110,300
DCC Provision for Non-Profit Housing	0	264,600	0	0	264,600
Strategic Land Development Opportunities	0	463,830	0	0	463,830
Fuel Modification & Pine Beetle	0	182,670	0	0	182,670
Long Term Corporate Capital Plan	0	259,860	0	0	259,860
Safety and Operations, Investigation	0	100,970	0	0	100,970
Operating Total	0	1,514,360	0	0	1,514,360
Capital > \$500,000					
City Hall Workspace Renovation	0	1,866,880	0	0	1,866,880
City Park Washroom Building	0	705,710	0	0	705,710
Library Parkade, Expansion	0	549,930	0	0	549,930
Memorial Parkade	0	922,450	0	0	922,450
RCMP, Schematic Design	0	652,660	0	0	652,660
Bernard Ave, Streetscaping	0	2,173,740	0	0	2,173,740
City Park, Waterfront Promenade	0	0	0	573,950	573,950
Natural/Linear Parkland Acquisition	0	1,549,460	0	0	1,549,460
Parkland Acquisition	0	1,233,710	0	0	1,233,710
Alt. Hwy 97 Multi-use Pathway Access to UBC	0	3,401,620	0	0	3,401,620
Bernard Ave Revite Plan - Trans. Services	0	1,662,390	0	0	1,662,390
Bus Rapid Transit Stations, Land	0	2,521,510	0	0	2,521,510
DCC Road, Lakeshore Road	0	1,882,860	0	0	1,882,860
Hwy Link- Pandosy 3	0	0	0	918,670	918,670
Pandosy Village Transit Exchange	1,802,880	0	0	0	1,802,880
Rose 1, Pandosy to Ethel - Land	0	715,670	0	0	715,670
Rutland Transit Improvements	0	4,308,470	0	0	4,308,470
South West Mission Roads, Incomplete Works	0	0	0	820,000	820,000
Glenmore Landfill, New Admin Building	0	3,079,690	0	0	3,079,690
Glenmore Landfill, New Site Entrance	0	5,338,430	0	0	5,338,430
Combination Sewer Rodder Equipment	0	0	0	799,890	799,890
Front End Loader, Landfill	0	0	0	640,000	640,000
Refuse Compactor, Replacement		0	0	995,840	995,840
Cedar Cr. Pump Station	0	5,933,850	0	0	5,933,850
Stellar Booster Station	0	1,041,700	0	0	1,041,700
DCC, Lakeshore Trunk	0	0	616,280	0	616,280
Customer Driven Line Extension & Upgrade	559,570	0	0	0	559,570
Drive to 1.6 Million Passengers Program	0	11,526,630	0	0	11,526,630
Mill Creek Relocation & Flood Protection	0	736,220	0	0	736,220
Capital Total	2,362,450	51,803,580	616,280	4,748,350	59,530,660
Large Operating & Capital Projects Total	2,362,450	53,317,940	616,280	4,748,350	61,045,020
Percentage of total:	4%	87%	1%	8%	100%

Report to Council



Date: March 13, 2013
File: 0705-25
To: Mayor and Council
From: Director, Regional Services
Subject: Intermunicipal Transportation Service and Regulation Bylaw

Recommendation:

THAT Council approves the “Sustainable Transportation Partnership Intermunicipal Service Agreement between the Local Governments of the Central Okanagan”, in the form attached to the Report of the City Manager dated March 13, 2013, in order to formally establish the new partnership known as the “Sustainable Transportation Partnership of the Central Okanagan” (“STPCO”) consisting of the City of Kelowna, District of Lake Country, District of West Kelowna, Westbank First Nation, District of Peachland and the Regional District of the Central Okanagan;

AND THAT Council authorizes and requests the withdrawal of the City of Kelowna from the Regional Transportation Demand (TDM) program administered by the Regional District of Central Okanagan;

AND THAT Council appoints the Mayor to the “Intermunicipal Advisory Board” of the STPCO;

AND THAT Council directs the City Manager to work with his counterparts of local and regional governments in the Okanagan to oversee and provide direction to the STPCO through the “CAO Committee”;

AND THAT Intermunicipal Transportation Service and Regulation Bylaw No. 10830 be advanced for reading consideration;

AND FURTHER THAT upon adoption of Intermunicipal Transportation Service and Regular Bylaw No. 10830, the Mayor and City Clerk be authorized to sign the Intermunicipal Transportation Service Agreement.

Purpose:

To formally establish the Sustainable Transportation Partnership of the Central Okanagan, a strategic partnership of local and regional governments in the Central Okanagan to coordinate the regional delivery of sustainable transportation programs and projects in support of common regional policy, plans and interests (economic, social and environmental).

Background:

Timeline

During 2011, the Regional Sustainability Steering Committee met on three separate occasions to consider improvements to the delivery of regional sustainable transportation services and infrastructure. The Committee, comprised of the Regional District Chair, the Mayors of local municipalities and the Chief of the Westbank First Nation, reached consensus on the need to improve the coordination and delivery of sustainable transportation in the Central Okanagan. At their last meeting (July 14, 2011), the Committee referred the information to the local municipal councils.

Following the meetings of Regional Sustainability Steering Committee, the area Chief Administrative Officers (CAOs) met on a number of occasions to advance the concept of a new 'enhanced transportation governance strategy'. A status report on their work was made to area Councils during September, 2011. The work of the CAO committee culminated in the concept of an inter-government partnership which will help local governments progress toward the achievement of a more sustainable transportation system that supports the region's economy, social network and ecosystem, while ensuring more cost effective use, operation and expansion of the system.

In April/May 2012, the Councils of the District of Lake Country, City of Kelowna, District of West Kelowna, Westbank First Nation, and the District of Peachland received a report to approve of a Memorandum of Understanding to establish a Sustainable Transportation Partnership in principle. This MOU was subsequently signed by the Mayors of Lake Country, Kelowna, West Kelowna, and Peachland, Chief of Westbank First Nation, and Chair of the Regional District of the Central Okanagan on May 10, 2012.

During the remainder of 2012, an Agreement and corresponding Bylaw to formally establish the STPCO into being was developed, of which the adoption of Bylaw No. 10830 is a subject of this report.

Scope

With an initial focus on transit services and related governance issues, the rationale for a new inter-governmental partnership is supported by a number of mutual benefits that are of interest to all local governments, such as:

- The establishment of unified regional policies and strategic transportation plans, which incorporate all modes of transportation (walking, cycling, transit, commercial goods movement, private autos, air travel and regional railways)
- Improved responsiveness and accountability to the public and elected officials for the delivery and coordination of regional transportation services by providing a transportation 'one stop shop' for enquiries and concerns relating to active transportation and transportation demand management/social marketing, and better integration of land use and transportation planning at a local and regional level;
- Reduced cost and effort by sharing resources such as staff and expertise, survey data and models, best practices and funding;
- Provides a method through which local governments can monitor and evaluate the benefits and implications of transportation decisions based on more holistic regional

sustainability goals to reduce unintended consequences, while taking into consideration the impacts to society, the economy and the environment.

- Provides a forum and collective voice to effectively communicate and partner with senior governments regarding funding for sustainable transportation investments.
- Respects local autonomy and provides a way to maintain trust and positive relationships among local governments.

Further information regarding the enhanced transportation governance strategy is provided in the Report to Council “Sustainable Transportation Partnership” dated April 18, 2012 (File 0705-25).

Recommendation/Discussion:

Sustainable transportation is not a goal that each jurisdiction can achieve in isolation and can only be achieved by local governments making a deliberate and conscious decision to work together to effectively and efficiently plan, coordinate, manage and monitor the region’s transportation system.

Currently, the City of Kelowna administers the Regional Transit and TDM services in partnership with participating local governments. Likewise, a number of common interests and regionally-significant projects have been identified that would be more cost-effective if delivered in a more central or collaborated-manner. In order to further the benefits of synergies in current and emerging opportunities, and achieve the desired ‘enhanced transportation governance strategy’, a “Sustainable Transportation Partnership of the Central Okanagan” (STPCO) has been defined and described in an Agreement between the local governments of the Central Okanagan (see Schedule A of Bylaw No. 10830).

The Agreement seeks to establish a partnership built on the membership of local governments which include:

- City of Kelowna,
- District of Lake Country,
- District of Peachland,
- District of West Kelowna,
- Regional District of Central Okanagan, and
- Westbank First Nation.

As much of the travel by local citizens and visitors is regional in nature—in that most trips cross multiple jurisdictions—the intent of the partnership is to collaborate in the regional planning and administration of transportation investments, services, and programs in order to best fulfill the collective goals of sustainable transportation. Through this partnership, a sharing of resources (e.g. funds, data, models, staff, equipment, etc.) would be made through proportional contributions from each member partner agency, of which the intent is such that the benefit to each local government is greater than the individual contributions made.

The value of this partnership can be further compounded with similar partnerships and agreements made between neighbouring regions, such as the North and South Okanagan

regions, as well as with provincial agencies such as the Ministry of Transportation and Infrastructure and BC Transit. Through the STPCO, the local governments of the Central Okanagan would speak through the solidarity of 'one voice', providing a more significant and efficient means of communicating and working with senior-level governments.

Overall, the collaborative efforts of the STPCO would allow the Central Okanagan as a whole to improve its ability to achieve the collective goals of sustainability central to the policies adopted in each local government.

Internal Circulation:

City Clerk

Legal/Statutory Authority:

Community Charter, section 14

Financial/Budgetary Considerations:

The Budget for the Partnership will initially be based on the Regional TDM program but in the future may also include funding from Transit Administration and Capital projects.

External Agency Comments:

Due to the timing for all partners to adopt the STPCO agreement and bylaw, the Regional District of Central Okanagan cannot remove the TDM program from its 2013 budget. However, RDCO has agreed to transfer the funding they receive from the City and the District of West Kelowna in 2013 back to the City as a part of the STPCO base funding. The full withdrawal from the RDCO TDM program is expected to occur in 2014.

Personnel Implications:

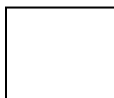
The City of Kelowna's Director of Regional Services is appointed as the Director of the Partnership as per the Intermunicipal Service Agreement. Other staff of the Partnership will be confirmed through approval of Work Plan and annual Budget.

Considerations not applicable to this report:

Legal/Statutory Procedural Requirements
Existing Policy
Communications Comments
Alternate Recommendation

Submitted by:

Ron Westlake, P.Eng
Director, Regional Services



Approved for inclusion:
J Vos, GM Community Services

cc: Director, Communication Services

Attachments:

Bylaw No. 10830 Intermunicipal Transportation Service and Regulation
Schedule A - Sustainable Transportation Partnership Intermunicipal Service
Agreement & CAO Committee Terms of Reference

Sustainable Transportation Partnership of the Central Okanagan: **Moving Forward Together**



Council Presentation

March 18 / 2013



Issues

2

- Transportation is a regional issue: flow of traffic does not respect jurisdictional boundaries
- Current transportation patterns are unsustainable
- Many partners and stakeholders involved in transportation (i.e. Province, private sector)
- Limited funding, high cost of roads and transit
- Need for a holistic approach: multi-modal vs. silo approach

Opportunities

3

- Local and regional plans share common policies and goals
- Local jurisdictions are “joined at the hip” and share a common destiny
- Opportunities to reduce costs and efforts; attract more senior government funding to the region
- **Opportunity to take control of the Central Okanagan’s transportation future**

The Journey Behind

4

RDCO Regional Sustainability Steering Comm. reviews governance and planning needs. Initiates creation of a Partnership with a broader framework to include **all modes**.

Area CAOs meet to advance development of the STPCO.

Subsequent progress towards the development of a bylaw and agreement to establish STPCO.

BC Transit proposes a regional commission for the Central Okanagan.

RDCO Regional Sustainability Steering Committee forwards review to member councils.

MOU for the establishment of the STPCO formally signed on May 10, 2012.

Today: Adoption of Bylaw to Establish the STPCO.

Purpose of the STPCO

5

The Sustainable Transportation Partnership (STPCO) is a strategic partnership of local and regional governments of the Central Okanagan to:

coordinate the regional delivery of sustainable transportation programs and projects in support of common regional policy, plans and interests (economic, social and environmental)

STPCO Principles

6

1. Respect local autonomy
2. Strive for regional fairness and equity
3. Adopt a common set of Regional Transportation Values and Policies
4. Maintain trust and positive relations
5. Employ a consensus-based decision model
6. Adopt Sustainable Funding and Planning principles
7. Employ an adaptive and flexible governance structure
8. Single point for regional transportation and senior government interactions
9. Dedicated leadership at all levels
10. Ensure the structure is adequately resourced and maintained
11. Initial governance model should be simple with further changes as appropriate

Scope and Benefits

7

- Establishment of unified regional policies and strategic transportation plans for all modes of transportation.
- Provide a transportation ‘one stop shop’ for enquiries and concerns relating to transportation in the region.
- Provide better integration of land use and transportation planning at a local and regional level.
- Reduced cost and effort by sharing resources such as staff and expertise, survey data and models, best practices, and funding.

Scope and Benefits.../2

8

- Monitor and evaluate the benefits and implications of transportation decisions based on more holistic regional sustainability goals to reduce unintended consequences.
- A forum and collective voice to effectively communicate and partner with senior governments regarding funding for sustainable transportation investments.
- Respects local autonomy and provides a way to maintain trust and positive relationships among local governments.

Bylaw Adoption

9

- Recommendations:
 - Advance Bylaw for Reading and Adoption
 - ✦ Approve the “*Sustainable Transportation Partnership Intermunicipal Service Agreement Between the Local Governments of the Central Okanagan*”
 - ✦ Approve 2013 Budget (for applicable jurisdictions)
 - ✦ Mayor/Chief /Regional Chair be appointed to the Intermunicipal Advisory Board of the STPCO
 - ✦ City Manager be directed to work with counterparts at the STPCO CAO Committee
 - ✦ Subject to adoption of the Bylaw, authorize Mayor and City Clerk to sign the Intermunicipal Transportation Service Agreement

The Journey Ahead

10

- Region-wide Strategic Transportation Plan
- Meeting of the Intermunicipal Advisory Board
- Forum to Discuss Issues, Priorities, and Process
- Roll-out Transportation Programs
- Partnership with the Province

CITY OF KELOWNA
BYLAW NO. 10830
**INTERMUNICIPAL TRANSPORTATION SERVICE AND
REGULATION**

A Bylaw to Establish an Intermunicipal Transportation Services Scheme

WHEREAS the Participants, for the benefit of the inhabitants of the Okanagan, have agreed to establish an inter-municipal scheme in relation to transportation, for which they have authority under the *Community Charter* or the *Local Government Act*;

AND WHEREAS the *Community Charter* provides that two or more municipalities may, by bylaw adopted by the council of each participating municipality, establish an inter-municipal scheme in relation to one or more matters for which they have authority under the *Community Charter* or the *Local Government Act*;

AND WHEREAS the Participants welcome other municipalities having a community of interest to join the inter-municipal scheme;

AND WHEREAS the nature of some municipal services is such that the interests of the inhabitants of the region are best served without reference to municipal boundaries;

NOW THEREFORE the Council of the City of Kelowna enacts as follows:

Citation

1. This bylaw may be cited as Sustainable Transportation Partnership Intermunicipal Service and Regulation Bylaw No. 10830.

Definitions and Interpretation

2. In this bylaw:

“Participant” means the City of Kelowna, District of West Kelowna, District of Peachland, District of Lake Country, Regional District of Central Okanagan and Westbank First Nation;

“STP” means the Sustainable Transportation Partnership Service established under section 3.

Services

3. An inter-municipal scheme is established in respect of the service of the Sustainable Transportation Partnership and, without limiting the foregoing, includes:
 - (a) transportation demand management;
 - (b) transit administration;
 - (c) transportation and transit surveys and studies.

Regulatory Bylaws

4. A bylaw of a Participant applies only within that Participant's boundaries.

Administration

5. There is established an Intermunicipal Advisory Board comprising the Mayors, Board Chair and Chief, respectively, of the Participants, to which the powers, duties and functions set out in section 6 are delegated.
6. The Inter-Municipal Advisory Board will, on recommendation of the Chief Administrative Officers of each of the Inter-Municipal Participants:
 - (a) recommend policy to the Participants;
 - (b) provide general direction in respect of implementing the policies and programs of the STP; and
 - (c) appoint the Director and Financial Officer, Sustainable Transportation Partnership, with the responsibilities and authority as provided for under Schedule A.

Service Agreement - Execution Authority

7. The City / District / Regional District / WFN hereby enters into and the Mayor / Chair / Chief and Clerk are authorized to execute the Sustainable Transportation Partnership Service Agreement attached as Schedule A to this bylaw.

Delegation

8. Council hereby delegates the powers, duties and functions listed below to the Director appointed under the STP Service Agreement:
 - (a) authority to negotiate, approve and execute all contracts related to the provision of, and advancement of the STP, provided that the aggregate

liabilities and commitments for the year do not exceed the budget amount for the STP authorized by the Participants for the year and provided that the liability or commitment is not of a capital nature;

- (b) authority to appoint employees, provided the employee's remuneration is provided for in the budget authorized by the Participants for the STP.

Withdrawal

- 9. A Participant may withdraw from the STP by giving notice and repealing the Bylaw in accordance with Part 7 of Schedule A.

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

Adopted by the Municipal Council of the City of Kelowna this

Mayor

City Clerk

SCHEDULE A

Sustainable Transportation Partnership Intermunicipal Service Agreement Between the Local Governments of the Central Okanagan

THIS AGREEMENT dated for reference the ____ day of ____, 2013

AMONG:

DISTRICT OF LAKE COUNTRY, a municipal corporation incorporated under the *Local Government Act*, 10150 Bottom Wood Lake Road, Lake Country, BC V4V 2M1

("Lake Country")

AND:

CITY OF KELOWNA, a municipal corporation incorporated under the *Local Government Act*, 1435 Water Street, Kelowna BC V1Y 1J4

("Kelowna")

AND:

DISTRICT OF WEST KELOWNA, a municipal corporation incorporated under the *Local Government Act*, #4 - 2466 Main Street, West Kelowna BC V4T 1Z1

("West Kelowna")

AND:

WESTBANK FIRST NATION, a self-governing First Nation as described in the *Westbank First Nation Self-Government Act and Self Government Agreement*, 201 515 Highway 97 South, Kelowna BC V1Z 3J2

("WFN")

AND:

DISTRICT OF PEACHLAND, a municipal corporation incorporated under the *Local Government Act*, 5806 Beach Avenue, Peachland BC V0H 1X7

("Peachland")

AND:

REGIONAL DISTRICT OF CENTRAL OKANAGAN, a regional corporation incorporated under the *Local Government Act*, 1450 KLO Road, Kelowna BC V1W 3Z4

("RDCO")

WHEREAS:

- A. Section 14 of the *Community Charter* provides that two or more municipalities may establish an intermunicipal scheme in relation to one or more matters for which they have authority under the *Community Charter* or the *Local Government Act*;
- B. Each of the Participants has enacted a Bylaw under section 14 to establish an intermunicipal scheme in relation to the service of the Sustainable Transportation Partnership defined in the Bylaw.

THIS AGREEMENT WITNESSES that in consideration of their mutual covenants and agreements, and the payment by each Party of ten (\$10.00) dollars to each of the other Parties, the receipt and sufficiency of which is acknowledged by each of the Parties, the Parties covenant each with the others as follows:

1. PART 1 DEFINITIONS AND INTERPRETATION

Definitions

1.1 In this Agreement,

(a) "Bylaw" means the Sustainable Transportation Partnership Intermunicipal Service and Regulation Bylaw adopted by each of the Parties as follows:

(i) Sustainable Transportation Partnership Intermunicipal Service and Regulation Bylaw adopted by the Council of the _____ on the ____ day of _____, 2013;

(b) "Participant" means Lake Country, Kelowna, West Kelowna, WFN, Peachland or RDCO, their respective successors and permitted assigns, and Participants means the applicable combination of them;

(c) "STP" means the Sustainable Transportation Partnership service as defined in the Bylaw;

(d) "STP Materials" means all studies, reports, software, drawings, plans, models, designs, photographs, specifications, tender documents and other materials prepared or developed by or on behalf of the STP.

1.2 The definitions in the Bylaw apply to any term not otherwise defined in this Agreement.

Interpretation

1.3 For the purposes of this Agreement, except as otherwise expressly provided or as the context otherwise requires:

- (a) "Agreement" means this Agreement as from time to time supplemented or amended by one or more agreements entered into pursuant to the applicable provisions of this Agreement together with all other attachments to it and reference to a Part or a Section means the corresponding Part or Section of this Agreement;
- (b) the word "including", when following any general term or statement, is not to be construed as limiting the general term or statement to the specific terms or matters set forth or to similar items or matters, but rather as permitting the general term or statement to refer to all other items or matters that could reasonably fall within the broadest possible scope of the general term or statement;
- (c) an accounting term not otherwise defined in this Agreement is to be interpreted consistently with the standards, guidelines and recommendations issued by the Public Sector Accounting Board as authorized by the Canadian Institute of Chartered Accountants;
- (d) except as otherwise expressly provided, all references to currency mean Canadian currency;
- (e) words in the singular include the plural and words importing a corporate entity include individuals and vice-versa;
- (f) reference in this Agreement to a particular numbered paragraph, article or section, or lettered schedule is a reference to the correspondingly numbered paragraph, article, or section, or lettered schedule of this Agreement;
- (g) reference in this Agreement to an enactment is a reference to an enactment as defined in the *Interpretation Act* (British Columbia), and includes a reference to an enactment of British Columbia, Vernon, Kelowna, Westside or Penticton, as applicable;
- (h) reference in this Agreement to an enactment is a reference to that enactment as amended, revised, consolidated or replaced; and
- (i) reference in this Agreement to a party is a reference to a party of this Agreement.

2. PART 2 - INTERMUNICIPAL ADVISORY BOARD and CAO Committee

- 2.1 The Intermunicipal Advisory Board (IAB) established under the Bylaw of each Participant shall exercise the authority provided under the Bylaw.
- 2.2 A committee comprised of the Chief Administrative Officers and City Manager, respectively, of the Participants (the “CAO Committee”) is established with duties and responsibilities as set out in the CAO Committee Terms of Reference, attached as Annex A to this Agreement.
- 2.3 The CAO Committee will oversee and provide such direction to the Director, appointed in accordance with Part 3, as the CAO Committee considers necessary.
- 2.4 The IAB may receive and require reports and information regarding the operations of the STP from the CAO Committee or Director as the IAB considers necessary.

3. PART 3 - DIRECTOR (APPOINTMENT AND POWERS)

- 3.1 The position of Director, Sustainable Transportation Partnership (“Director”) is established, who shall be responsible for the operation and administration of the service of the Sustainable Transportation Partnership (“STP”).
- 3.2 From the date of this Agreement coming into effect the Director shall be the Director, Regional Services of the City of Kelowna and that appointment shall remain in effect until the IAB appoints a different individual or office holder to be the Director.
- 3.3 Without limiting the scope of the Director’s responsibility under Section 3.1, the Director shall be responsible for the following specific matters:
 - (a) preparation of an annual budget for the STP to be presented to the Participants;
 - (b) hiring staff to undertake the work of the STP, including obtaining the secondment of staff from among the Participants;
 - (c) developing workplans on an annual basis, or more frequently if considered necessary, in respect of the matters undertaken by the STP.
 - (d) reporting to the CAO Committee, and the IAB at the direction of the CAO Committee, with respect to the work undertaken by the STP, the STP’s work plans and any other matter the Director considers appropriate.

4. PART 4 - FINANCES AND BUDGET

- 4.1 The IAB must appoint a person to act as the STP's Financial Officer ("the Financial Officer"), who shall have the responsibility of financial administration, including, in relation to the STP, the power, duties and functions of a financial officer under section 149 of the *Community Charter*, S.B.C. 2003, c.26. For the purposes of this section any reference in s.149 to the "municipality" means the STP and any reference to the "council" means the council or board of the Participants.
- 4.2 The Financial Officer may be a person employed by one of the Participants as its financial officer or acting in a position where the primary responsibility is financial administration.
- 4.3 In discharging the responsibility of keeping, investing and expending funds and securities, the Financial Officer may administer the financial affairs of the STP within the accounts of one of the Participants.
- 4.4 The fiscal year for the STP is the calendar year.
- 4.5 For fiscal years subsequent to 2013, a financial plan for the STP must be prepared annually and submitted to the Participants no later than August 31 in the year preceding the fiscal year. The financial plan, modified for the circumstances of the STP, will follow the format of a financial plan under s.165 of the *Community Charter* except that:
- (a) the planning period is three years :
 - (b) in respect of funding sources the plan need not identify the types of funding sources set out in s.165(7), it being a matter within the discretion of the Participants as to how each will fund their contribution to the STP.
- 4.6 The Participants shall contribute to the cost of the STP in accordance with the formula in Section 5.1.
- 4.7 The budget for the fiscal year 2013 for the STP is established as \$332,970, based on previous year (2012) figures.

5. PART 5 - COSTS APPORTIONMENT

- 5.1 The Participants shall contribute to the cost of the STP in accordance with shares based on converted assessment. The following cost apportionment are for 2013 (based on previous year figures) and may change annually:

(a) Lake Country:	\$20,679 (6.95%)
(b) Kelowna:	\$225,065 (64.85%)
(c) West Kelowna:	\$52,765 (16.89%)
(d) WFN:	\$11,604 (3.49%)
(e) Peachland:	\$9,282 (3.17%)
(f) RDCO:	\$13,575 (4.66%)

- 5.2 In the event of the withdrawal of one or more of the Participants from the STP, the withdrawing Participant(s)' portion of costs shall be re-apportioned among the remaining Participants and section 5.1 shall be amended accordingly.

6. PART 6 - ASSETS

- 6.1 Any real or personal property acquired or produced for, or in the course of the operation of, or for the benefit of, the STP, including the STP Materials, and any copyright, patent and trademark rights therein (the "Assets"), shall be the joint property of the Participants.
- 6.2 Effective upon the Withdrawal Date, the withdrawing Participant grants, assigns, transfers, releases and quitclaims to and in favour of the remaining Participants all of the withdrawing Participant's estate, right, title, interest, claim and demand whatsoever, both at law and equity, in and to any and all Assets.
- 6.3 Each of the Participants, including the withdrawing Participant, will at all times execute and deliver such further documents, deeds and instruments, and do and perform such other acts, as may be reasonably necessary to effect the transfer of the withdrawing Participant's interest in any Assets to the remaining Participants.

7. PART 7- WITHDRAWAL

- 7.1 Before withdrawing from the STP, a Participant must provide notice in writing of its intention to withdraw to the other Participants. Notice may be given only within the last two months of the second calendar year of the three year period commencing January 1, 2013 and only within the last two months of the second calendar year of the successive three year periods commencing January 1, 2016. The withdrawal of the notifying Participant shall take effect at the end of the three period.

8. PART 8- LIABILITY

8.1 Any amount required:

- (a) to satisfy a judgment or other order of a court against a Participant or Participants;
- (b) to satisfy an award or other order of an arbitrator against a Participant or Participants;
- (c) for a payment authorized under section 287.2 of the *Local Government Act*;

arising out of or in connection with the STP shall be apportioned as a cost amount the Participants in accordance with the formula in section 5.1

- 8.2 As an exception to section 8.1, if the legal action or proceedings arose from the negligence or fault of a Participant or more than one Participant, the cost shall be borne by only that Participant or by those Participants negligent or at fault, reflecting their respective cost shares under section 5.1, with such modification as necessary.

9. PART 9- GENERAL

Governing Law

- 9.1 This Agreement will be governed by and interpreted in accordance with the laws of the Province of British Columbia and the laws of Canada.

Headings

- 9.2 The headings given to paragraphs, articles and sections in this Agreement are for convenience of reference only and do not form part of this Agreement and must not be used in the interpretation of this Agreement.

Severance

- 9.3 If any clause or portion of this Agreement is declared or held invalid for any reason, the invalidity does not affect the validity of the remainder of that clause or this Agreement, and the terms and provisions of this Agreement continue to be in force and in effect and are to be construed as if the Agreement had been executed without the invalid portion.

No Partnership

- 9.4 The Parties expressly disclaim any intent to create a partnership with respect to the Intermunicipal Services or the ownership or operation of the Intermunicipal Services Assets, and disclaim any intent to create a partnership or joint venture with respect to

the exercise of their rights under this Agreement, the administration of the Intermunicipal Services Assets or any other matter relating to this Agreement. Except as provided in a Service Agreement, none of the Parties will have any authority, actual or implied, to act for the other as agent or otherwise or to bind the others, without the prior written consent of the others.

Amendments

- 9.5 This Agreement may not be modified or amended except by written agreement of all the parties hereto and in accordance with the Bylaw.

Notices

- 9.6 Any notice or other communication hereunder will be in writing and will be given by the delivery or rendering thereof to its addressee by hand, by prepaid first class mail or by facsimile transmission, to the address below:

- (a) If to Lake Country:

District of Lake Country
10150 Bottom Wood Lake Road
Lake Country, BC V4V 2M1
ATTENTION: Corporate Officer

- (b) If to Kelowna:

City of Kelowna
1435 Water Street
Kelowna, BC V1Y 1J4
ATTENTION: City Clerk

- (c) If to West Kelowna:

District of West Kelowna
#4 - 2466 Main Street
West Kelowna, BC V4T 1Z1
ATTENTION: City Clerk

- (d) If to WFN:

Westbank First Nation
201 515 Highway 97 South
Kelowna, BC V1Z 3J2
ATTENTION: Administrator

(e) If to Peachland:

District of Peachland
5806 Beach Avenue
Peachland, BC V0H 1X7
ATTENTION: Corporate Officer

(f) If to RDCO:

Regional District of Central Okanagan
1450 KLO Road
Kelowna, BC V1W 3Z4
ATTENTION: Corporate Officer

Any notice or other communication so given will be deemed to have been received at the time of its delivery if delivered by hand, three Business Days after the date of mailing if mailed and at the time the sender receives a confirmation of dispatch if transmitted by facsimile transmission. Each party will notify the other parties of any change of address.

Entire Agreement

- 9.7 This Agreement contains the entire agreement among the parties hereto with respect to the subject matter hereof and replaces and supersedes all previous agreements between the parties relating to the subject matter hereof.

Enurement

- 9.8 This Agreement will be binding upon and enure to the benefit of the parties hereto and their respective successors and permitted assigns hereunder.

Further Assurances

- 9.9 Each party will perform any act and execute and delivery any document reasonably required by any other party to carry out the terms of this Agreement in accordance with the true intent and meaning hereof.

Statutes

- 9.10 The obligations of the parties under this Agreement are always subject to the requirements of the *Community Charter*, *Local Government Act*, and other applicable enactments.

IN WITNESS WHEREOF THE parties have executed this Agreement as of the date first above written.

DISTRICT OF LAKE COUNTRY

by its authorized signatory(ies):

Print Name:

Print Name:

CITY OF KELOWNA

by its authorized signatory(ies):

Print Name:

Print Name:

DISTRICT OF WEST KELOWNA

by its authorized signatory(ies):

Print Name:

Print Name:

WESTBANK FIRST NATION

by its authorized signatory(ies):

Print Name:

Print Name:

DISTRICT OF PEACHLAND

by its authorized signatory(ies):

Print Name:

Print Name:

**REGIONAL DISTRICT OF
CENTRAL OKANAGAN**

by its authorized signatory(ies):

Print Name:

Print Name:

SUSTAINABLE TRANSPORTATION PARTNERSHIP OF THE CENTRAL OKANAGAN (STPCO) CAO COMMITTEE

TERMS OF REFERENCE (ANNEX A)

PREAMBLE

The Sustainable Transportation Partnership of the Central Okanagan (STPCO) was established through the understanding that the individual jurisdictions within the region share a common economy, ecology, social and cultural values, issues, policies, and ultimately a common future. The STPCO is a joint partnership between the District of Lake Country, City of Kelowna, District of West Kelowna, Westbank First Nation, District of Peachland, and the Regional District of the Central Okanagan to enhance the currently existing local transportation governance structure, plans, and programs within the region such that decisions and investments move the region towards a common goal of sustainable transportation.

Specifically, the objectives of the STPCO are:

- ❑ to establish a more efficient means of administering, governing and coordinating the delivery of services such as transit;
- ❑ to establish a single voice to lobby senior-government for support in the achievement of the Partnership's sustainable transportation goals;
- ❑ to pool limited funds and resources to synergistically achieve more significant and positive impacts;
- ❑ to establish region-wide unified policies and strategic transportation plans;
- ❑ to regularly collaborate through senior officials and key multidisciplinary staff on regionally-significant projects and programs; and
- ❑ to establish a region-wide monitoring program to measure and provide feedback towards the achievement of sustainability goals.

The committee's title is:

"Sustainable Transportation Partnership of the Central Okanagan CAO Committee"
(abbreviation: "SPTCO CC"), **"STPCO CAO Committee"** in short-form, or simply **"CAO Committee"** when referred to within an STPCO document.

This document provides the "Terms of Reference" under which this committee will operate.

PURPOSE AND ROLE

In keeping with the Partnership Principles as outlined in the *STPCO Memorandum of Understanding*, the purpose of the STPCO CAO Committee is to ensure continued positive relationships between the Partners of the STPCO and oversee the progress of the STPCO in achieving its goals and objectives.

To fulfil its purpose, the role of the STPCO CAO Committee, is twofold:

- ❑ First, it is to act as a forum for senior executive representatives of local governments of the Central Okanagan to discuss and provide joint recommendations to Partner Councils on policy and technical issues regarding financing, budgets, standards, plans, and priorities related to regionally-significant transportation infrastructure, services, and programs.

- ❑ Secondly, to establish and approve of plans, programs, initiatives, and budgets of STPCO operations.

ESTABLISHMENT, AUTHORITY AND REPORTING

- ❑ The STPCO CAO Committee is established by the Inter-local Agreement that establishes the STPCO.
- ❑ The STPCO CAO Committee has authority over the jointly-established funds and annual STPCO budget, any established Standing Committees, and STPCO staff.
- ❑ The STPCO CAO Committee reports to individual local government councils brought forth through respective CAO Committee members.

COMPOSITION

(a) Committee Members - Voting

STPCO Partner Local Governments shall appoint one (1) member to the CAO Committee. The member shall be the Local Government Partner CAO, or their designate. Each member municipality shall have only one vote.

(b) Associate Members - Non-voting

N/A (applicable for Standing Committees which are comprised of local government and possibly other agency representatives who would be non-voting)

DUTIES AND RESPONSIBILITIES

The activities of the CAO Committee are to include, but not be limited to, the following:

1. To provide a forum for discussion of transportation issues of common interest to the local governments and other agencies within the Central Okanagan;
2. To provide comments or advice upon request, or at the Committee's initiative, to local government councils, RDCO committees, other regional committees and groups, and senior government agencies;
3. To ensure proper process and consultation in regards to regional transportation plans and priorities, policy, monitoring, and related issues;
4. To monitor and evaluate the achievement of regional transportation goals and strategies, including but not limited to; municipal plans (e.g. OCPs), the regional plans (e.g. RGS), the STPCO's Strategic Transportation Plan, and other regional strategic transportation initiatives led by local or senior government agencies.
5. To provide, on a regular and continuing basis, executive direction to STPCO staff on matters regarding all aspects of the policy research, planning, administration, and operation of regionally-significant transportation functions, including annual work programs, plans, budgets and priorities.
6. To provide executive direction on the integration and interaction of transportation to other sectors and areas such as the economy, environment, and social domains.

ORGANIZATION

The CAO Committee may form special purpose Standing Committees (indefinite) and Task Forces (ad-hoc) to provide technical and policy advice to the committee. A separate terms-of-

reference shall establish and guide Standing Committees and Task Forces. Standing Committees may form ad-hoc Working Groups to address its functions and specific projects as required.

Employees from the partner members of the STPCO shall be used to staff Standing Committees, Task Forces and Working Groups, as directed by CAO Committee members.

(a) Standing Committees

Define Standing Committee

The following subcommittee are established as Standing Committees:

- ❑ **Finance Committee:** Established to undertake activities related to financial implications of transportation services and initiatives. The Finance Standing Committee may establish Working Groups to address specific issues such as funding, pricing, and costing. Members would generally consist of finance directors/managers from each STPCO partner local government. The Finance Standing Committee would report to the CAO Committee and bring to the attention any matters of significance to the CAO Committee.
- ❑ **Technical Committee:** Established to undertake activities related to planning, policy research, and administration of transportation services and initiatives. The Technical Standing Committee may establish Working Groups to address specific issues such as: transit and transportation.

(b) Task Forces

From time to time, additional groups may be established ad-hoc to address new or emerging topics that are not already identified within the mandate of existing Standing Committees. A Task Force is intended to be a temporary structure established with a concise (set of) objective(s) and a schedule for completion.

PROCEDURES

The CAO Committee shall address procedural issues as required. The intent is to keep committees flexible to ensure effectiveness, yet structured to ensure efficiency.

(i) Meeting Dates and Materials

The CAO Committee shall generally meet monthly, and every attempt will be made to pre-schedule meetings one month or more in advance, and provide agendas one week prior to committee meetings.

Meeting notes shall be recorded at each meeting under the direction of the Director.

Meeting Chair

A Chair will be identified at the start of each meeting. Typically, the Chair shall be the CAO of the local government wherein which the meeting takes place.

(ii) Committee to operate on Consensus

Achieving consensus on matters is the goal of the CAO Committee and every attempt shall be made to ensure consensus decision making. In the event a vote is required, only voting members may vote. A majority vote will be required to pass a decision and shall constitute 50% plus one of the members who are present.

TECHNICAL AND ADMINISTRATIVE SUPPORT

STPCO staff will provide all technical and administrative support to the CAO Committee, Standing Committees, and Task Forces. Local government staff are encouraged to participate at the Standing Committee, Task Force, and Working Group levels, to assist in the undertaking of various on-going and task-specific assignments.

BUDGETS

Requests for funding for annual operations or specific projects/studies may be made jointly to Member Councils. The cost-sharing structure may be determined as appropriate by the CAO Committee.

Report to Council



Date: March 13, 2013
File: 0700-20
To: City Manager
From: Revenue Manager
Subject: DOWNTOWN KELOWNA ASSOCIATION 2013 BUDGET

Recommendation:

THAT Council approves the Downtown Kelowna Association 2013 Budget as outlined in the report of the Revenue Manager dated March 13, 2013;

AND THAT Council approve the 2013 levy of \$679,000 on Class 5 and Class 6 properties located within the boundaries of the Kelowna Downtown Business Improvement Area.

Purpose:

To authorize the 2013 levy on Class 5 light industry and Class 6 business/other properties located within the Downtown Business Improvement area.

Background:

On September 15, 2008 Council approved the Kelowna Downtown Business Improvement Area Bylaw #10010. Bylaw #10010 established the local area (Refer to Schedule A) for the purpose of annually funding the activity of the Downtown Kelowna Association for a period of 5 years, 2009 to 2013. Council may approve the DKA's annual budget request to a maximum amount of \$679,000 per annum in order for the City to tax the affected properties within the improvement area boundary.

Attached is a copy of the Draft 2012 Financial Statements as reviewed by KPMG LLP Chartered Accountants, the Downtown Kelowna Association's 2013 Budget and a list of the Board of Directors for 2012/2013 (Refer to Schedule B).

Although staff have not participated in or assisted the Downtown Kelowna Association in preparation of their annual budget, a good working relationship continues to be maintained with the Executive Director.

A representative from the Downtown Kelowna Association will be present at the Council meeting to answer any questions.

Legal/Statutory Authority:

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

Legal/Statutory Procedural Requirements:

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

Considerations not applicable to this report:

Internal Circulation:

Existing Policy:

Financial/Budgetary Considerations:

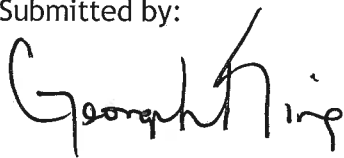
Personnel Implications:

External Agency/Public Comments:

Community & Media Relations Comments:


Alternate Recommendation:

Submitted by:



G.L. King, CMA, Revenue Manager

Approved for inclusion:



Keith Grayston, CGA, Director, Financial Services

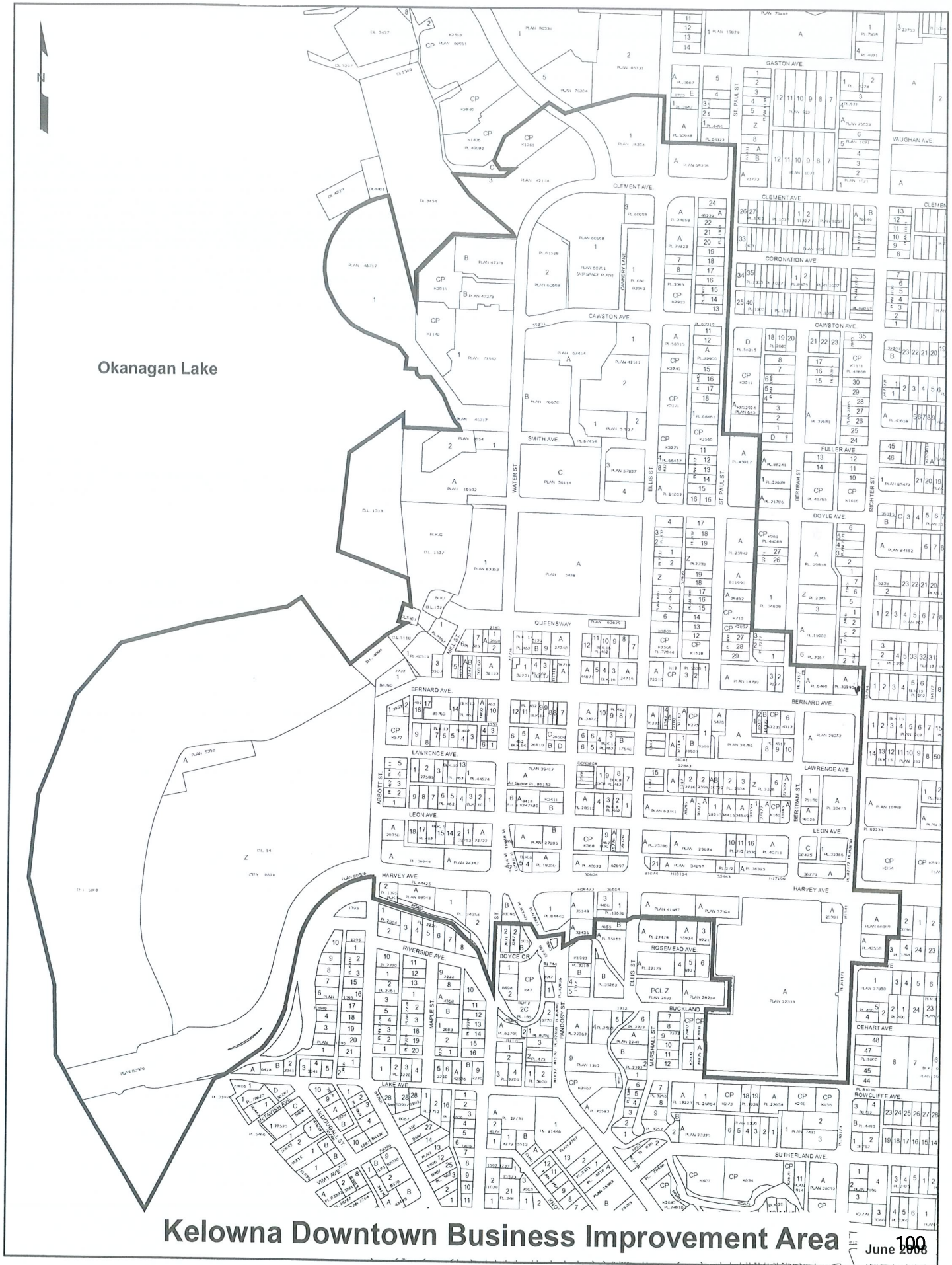
cc:

SCHEDULE A

Okanagan Lake

Kelowna Downtown Business Improvement Area

June 2006



Schedule B

Financial Statements of

KELOWNA DOWNTOWN BUSINESS IMPROVEMENT AREA SOCIETY (OPERATING AS DOWNTOWN KELOWNA ASSOCIATION)

Years ended December 31, 2012 and 2011
(Unaudited)



KPMG LLP
Chartered Accountants
300-1674 Bertram Street
Kelowna BC V1Y 9G4
Canada

Telephone (250) 979-7150
Fax (250) 763-0044
Internet www.kpmg.ca

REVIEW ENGAGEMENT REPORT

To the Members of Kelowna Downtown Business Improvement Area Society

We have reviewed the statements of financial position of the Kelowna Downtown Business Improvement Area Society (Operating as Downtown Kelowna Association) as at December 31, 2012 and 2011 and January 1, 2011 and the statements of operations, changes in net assets and cash flows for the years ended December 31, 2012 and 2011. Our review was made in accordance with Canadian generally accepted standards for review engagements and, accordingly, consisted primarily of enquiry, analytical procedures and discussion related to information supplied to us by the Society.

A review does not constitute an audit and, consequently we do not express an audit opinion on these financial statements.

Based on our review, nothing has come to our attention that causes us to believe that these financial statements are not, in all material respects, in accordance with Canadian accounting standards for not-for-profit organizations.

Chartered Accountants

February 12, 2013

Kelowna, Canada

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

KELOWNA DOWNTOWN BUSINESS IMPROVEMENT AREA SOCIETY

(OPERATING AS DOWNTOWN KELOWNA ASSOCIATION)
Statements of Financial Position

December 31, 2012 and 2011 and January 1, 2011
(Unaudited)

	December 31, 2012	December 31, 2011 (note 1)	January 1, 2011 (note 1)
Assets			
Current assets:			
Cash	\$ 58,668	\$ 44,936	\$ 124,394
Accounts receivable	3,426	9,576	5,975
Prepaid expenses and deposits	1,919	5,450	3,903
	64,013	59,962	134,272
Capital assets (note 3)	31,196	18,174	20,673
	\$ 95,209	\$ 78,136	\$ 154,945

Liabilities and Net Assets

Current liabilities:			
Accounts payable and accrued liabilities	\$ 10,274	\$ 24,606	\$ 13,246
Deferred capital contributions (note 4)	9,801	15,237	20,673
Net assets:			
Invested in capital assets	21,395	2,937	-
Unrestricted	53,739	35,356	121,026
	75,134	38,293	121,026
Commitments (note 5)			
	\$ 95,209	\$ 78,136	\$ 154,945

See accompanying notes to financial statements.

On behalf of the Board:

 Directors

 Directors

KELOWNA DOWNTOWN BUSINESS IMPROVEMENT AREA SOCIETY

(OPERATING AS DOWNTOWN KELOWNA ASSOCIATION)
Statements of Operations

Years ended December 31, 2012 and 2011
(Unaudited)

	2012	2011
		(note 1)
Revenues:		
Membership levy	\$ 652,000	\$ 610,000
Downtown on call	45,000	45,000
Clean team	36,800	32,963
Downtown concierge	11,251	13,409
Events	30,705	72,824
Marketing and promotion	2,580	1,939
Amortization of deferred capital contributions	5,436	5,436
	783,772	781,571
Expenses:		
Amortization of capital assets	9,437	5,856
Business recruitment	2,674	2,560
Clean team	46,332	46,723
Communications	5,488	5,792
Downtown concierge	22,933	29,965
Downtown on call	181,442	182,265
Events	57,936	167,565
Insurance	6,990	6,611
Marketing and promotion	80,074	115,468
Office and administration	44,591	45,563
Professional development	4,266	1,206
Professional fees	11,078	15,818
Rent	24,084	23,323
Wages and benefits	249,606	215,589
	746,931	864,304
Excess (deficiency) of revenues over expenses	\$ 36,841	\$ (82,733)

See accompanying notes to financial statements.

KELOWNA DOWNTOWN BUSINESS IMPROVEMENT AREA SOCIETY

(OPERATING AS DOWNTOWN KELOWNA ASSOCIATION)

Statements of Changes in Net Assets

Years ended December 31, 2012 and 2011

(Unaudited)

December 31, 2012	Invested in capital assets	Unrestricted	Total
Net assets, beginning of year	\$ 2,937	\$ 35,356	\$ 38,293
Excess (deficiency) of revenues over expenses	(4,001)	40,842	36,841
Purchase of capital assets	22,459	(22,459)	-
Net assets, end of year	\$ 21,395	\$ 53,739	\$ 75,134

December 31, 2011 (note1)	Invested in capital assets	Unrestricted	Total
Net assets, beginning of year	\$ -	\$ 121,026	\$ 121,026
Excess (deficiency) of revenues over expenses	(420)	(82,313)	(82,733)
Purchase of capital assets	3,357	(3,357)	-
Net assets, end of year	\$ 2,937	\$ 35,356	\$ 38,293

See accompanying notes to financial statements.

KELOWNA DOWNTOWN BUSINESS IMPROVEMENT AREA SOCIETY

(OPERATING AS DOWNTOWN KELOWNA ASSOCIATION)

Statements of Cash Flows

Years ended December 31, 2012 and 2011
(Unaudited)

	2012	2011
		(note 1)
Cash provided by (used in):		
Operating activities:		
Cash received from membership levies	\$ 652,000	\$ 610,000
Cash received from City of Kelowna	95,631	93,295
Cash received from other revenues	36,855	63,317
Cash paid to suppliers and employees	(748,295)	(842,713)
	36,191	(76,101)
Investing activities:		
Purchase of capital assets	(22,459)	(3,357)
Increase (decrease) in cash	13,732	(79,458)
Cash, beginning of year	44,936	124,394
Cash, end of year	\$ 58,668	\$ 44,936

See accompanying notes to financial statements.

KELOWNA DOWNTOWN BUSINESS IMPROVEMENT AREA SOCIETY

(OPERATING AS DOWNTOWN KELOWNA ASSOCIATION)

Notes to Financial Statements

Years ended December 31, 2012 and 2011

(Unaudited)

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

1. Transition to Canadian Accounting Standards for Not-for-Profit Organization:

On January 1, 2011, the Society adopted Canadian Accounting Standards for Not-For-Profit Organizations ("Not-For-Profit Standards"). These are the first financial statements prepared in accordance with Not-For-Profit Standards. In accordance with the transitional provisions in Not-For-Profit Standards, the Society has adopted the changes retrospectively, subject to certain exemptions allowed under these standards. The transition date is January 1, 2011 and all comparative information provided has been presented by applying Not-For-Profit Standards.

There are no adjustments to net assets as at January 1, 2011 or deficiency of revenues over expenses for the year ended December 31, 2011 as a result of the transition to Not-For-Profit Standards.

KELOWNA DOWNTOWN BUSINESS IMPROVEMENT AREA SOCIETY

(OPERATING AS DOWNTOWN KELOWNA ASSOCIATION)
Notes to Financial Statements (continued)

Years ended December 31, 2012 and 2011
(Unaudited)

2. Significant accounting policies:

(a) Capital assets:

Capital assets are recorded at cost, less accumulated amortization. Contributed capital assets are recorded at fair value at the date of contribution. When Society's management determines that some or all of its capital assets no longer contribute to the Society's ability to carry out its operations, the carrying amount of the capital assets are written down to their residual value.

Amortization is provided using the straight-line method and the following annual rates:

Asset	Rate
Equipment	10%
Furniture and fixtures	25%

(b) Revenue recognition:

The Society follows the deferral method of accounting for contributions, which include membership levies and government grants. Restricted contributions are recognized as revenue in the year in which the related expenses are incurred. Unrestricted contributions are recognized as revenue when received or receivable if the amount can be reasonably estimated and collection is reasonably assured.

Deferred capital contributions represent the unamortized amount of funding received for capital asset purchases, the amortization of which is recognized in the statement of operations on the same basis as the related capital asset amortization.

(c) Contributed services:

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

KELOWNA DOWNTOWN BUSINESS IMPROVEMENT AREA SOCIETY

(OPERATING AS DOWNTOWN KELOWNA ASSOCIATION)

Notes to Financial Statements (continued)

Years ended December 31, 2012 and 2011

(Unaudited)

2. Significant accounting policies (continued):

(d) Use of estimates:

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

(e) Financial instruments:

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

KELOWNA DOWNTOWN BUSINESS IMPROVEMENT AREA SOCIETY

(OPERATING AS DOWNTOWN KELOWNA ASSOCIATION)

Notes to Financial Statements (continued)

Years ended December 31, 2012 and 2011

(Unaudited)

3. Capital assets:

December 31, 2012	Cost	Accumulated amortization	Net book value
Equipment	\$ 68,566	\$ 44,563	\$ 24,003
Furniture and fixtures	29,929	22,736	7,193
	\$ 98,495	\$ 67,299	\$ 31,196

December 31, 2011	Cost	Accumulated amortization	Net book value
Equipment	\$ 74,502	\$ 59,265	\$ 15,237
Furniture and fixtures	21,672	18,735	2,937
	\$ 96,174	\$ 78,000	\$ 18,174

January 1, 2011	Cost	Accumulated amortization	Net book value
Equipment	\$ 74,502	\$ 53,829	\$ 20,673
Furniture and fixtures	18,315	18,315	-
	\$ 92,817	\$ 72,144	\$ 20,673

4. Deferred capital contributions:

	December 31, 2012	December 31, 2011	January 1, 2011
Balance beginning of year	\$ 15,237	\$ 20,673	\$ 26,109
Amount amortized to revenue	(5,436)	(5,436)	(5,436)
	\$ 9,801	\$ 15,237	\$ 20,673

KELOWNA DOWNTOWN BUSINESS IMPROVEMENT AREA SOCIETY

(OPERATING AS DOWNTOWN KELOWNA ASSOCIATION)

Notes to Financial Statements (continued)

Years ended December 31, 2012 and 2011

(Unaudited)

5. Commitments:

The Society rents office space and office equipment under an operating lease, expiring April 30, 2014, and May 15, 2015 respectively. Annual lease payments over the remaining terms of the leases are as follows:

2013	\$	25,160
2014		9,825
2015		900
	\$	35,885

6. Financial risks:

(a) Economic dependence:

The Society collects its member levies revenue through a by-law with the City of Kelowna pursuant to which the levies are collected through the property tax system and the Society receives annual federal and municipal funding from current programs. Future operations of the Society depend on the continuation of this revenue and renewal of this by-law. The current by-law was renewed for a five year term, expiring December 31, 2013.

(b) Liquidity risk:

Liquidity risk is the risk that the Society will be unable to fulfill its obligations on a timely basis or at a reasonable cost. The Society manages its liquidity risk by monitoring its operating requirements. The Society prepares budget and cash forecasts to ensure it has sufficient funds to fulfill its obligations. There has been no change to the risk exposures from 2011.

**DOWNTOWN KELOWNA BUSINESS IMPROVEMENT AREA SOCIETY
BUDGET 2013**

	2013 Budget	2012 Actuals
Revenue		
Membership Levy	679000	652,000
Downtown On Call	45,000	45,000
Downtown Clean Team	38,000	36,800
Downtown Concierge	11,250	11,251
Events	24,500	30,705
Marketing and Promotions	2,200	2,580
Amortization of deferred contributions	9,437	5,436
	<u>809,387</u>	<u>783,772</u>
Expenses		
Amortization	9,437	9,437
Downtown On Call	185,000	181,442
Downtown Clean Team	64,380	46,332
Downtown Concierge	24,000	22,933
Events	67,000	57,936
Marketing and Promotions	108,500	80,074
Business Recruitment	5,000	2,674
Office and Administration	51,325	44,591
Wages and Benefits	238,245	249,606
Professional Development	6,500	4,266
Rent	24,000	24,084
Communications	6,000	5,488
Insurance	7,000	6,990
Professional Fees	13,000	11,078
	<u>809,387</u>	<u>746,931</u>
Excess of revenues over expenses	-	36,841
Net assets, beginning of Year	75,134	38,293
Net assests, end of Year	<u><u>75,134</u></u>	<u><u>75,134</u></u>

DOWNTOWN KELOWNA

February 28, 2013

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

Downtown Kelowna Association Board of Directors current listing:

President – Dallas Gray, K96.3 FM
Vice President – Dustin Sargent, Davara Enterprises
Treasurer – Rob Collins, Grant Thornton
Secretary – Dan Allen, Doc Willoughby's Public House
Past President – Andrew Brunton, Pushor Mitchell

Perry Freeman, Colliers International
Brent Lobson, Imperial Parking
Trevor Neill, Mosaic Books
Heather Farris, Delta Grand Okanagan Resort
Jan Johnson, Tigerlily Fashions
David Knapp, Canadian Imperial Bank of Commerce
Renee Wasyluk, Troika Developments
Brice MacDermott, MacDermott's & MacD's
Luigi Cocco, La Bussola Restaurant

Ex-Officio - Councillor Luke Stack

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

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

Report to Council



Date: March 13, 2013
File: 0280-04
To: City Manager
From: George King, Revenue Manager
Subject: UPTOWN RUTLAND BUSINESS ASSOCIATION 2013 BUDGET

Recommendation:

THAT Council approves the Uptown Rutland Business Association 2013 Budget as outlined in the report of the Revenue Manager dated March 13, 2013;

AND THAT Council approve the 2013 levy of \$162,800 on Class 5 and Class 6 properties located within the boundaries of the Uptown Rutland Business Improvement Area.

Purpose:

To authorize the 2013 levy on Class 5 light industry and Class 6 business/other properties located within the Uptown Rutland Business Improvement Area.

Background:

On September 10, 2012 Council approved the Uptown Rutland Business Improvement Area Bylaw #10730. Bylaw #10730 established the local area (Refer to Schedule A) for the purpose of annually funding the activity of the Uptown Rutland Business Association for a period of 5 years, 2013 to 2017. Council may approve the Uptown Rutland Business Association's annual budget request to a maximum amount of \$176,160 per annum in order for the City to tax the affected properties within the improvement area boundary.

Attached is a copy of the 2012 Financial Statements, the Uptown Rutland Business Association's 2013 Budget and a list of the Board of Directors for 2012/2013 (Refer to Schedule B).

Although staff have not participated in or assisted the Uptown Rutland Business Association in preparation of their annual budget, a good working relationship continues to be maintained with the Executive Director.

A representative from the Uptown Rutland Business Association will be present at the Council meeting to answer any questions.

Legal/Statutory Authority:

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

Legal/Statutory Procedural Requirements:

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

Considerations not applicable to this report:

Internal Circulation:

Existing Policy:

Financial/Budgetary Considerations:

Personnel Implications:

External Agency/Public Comments:

Community & Media Relations Comments:

Alternate Recommendation:

Submitted by:

G.L. King, CMA, Revenue Manager

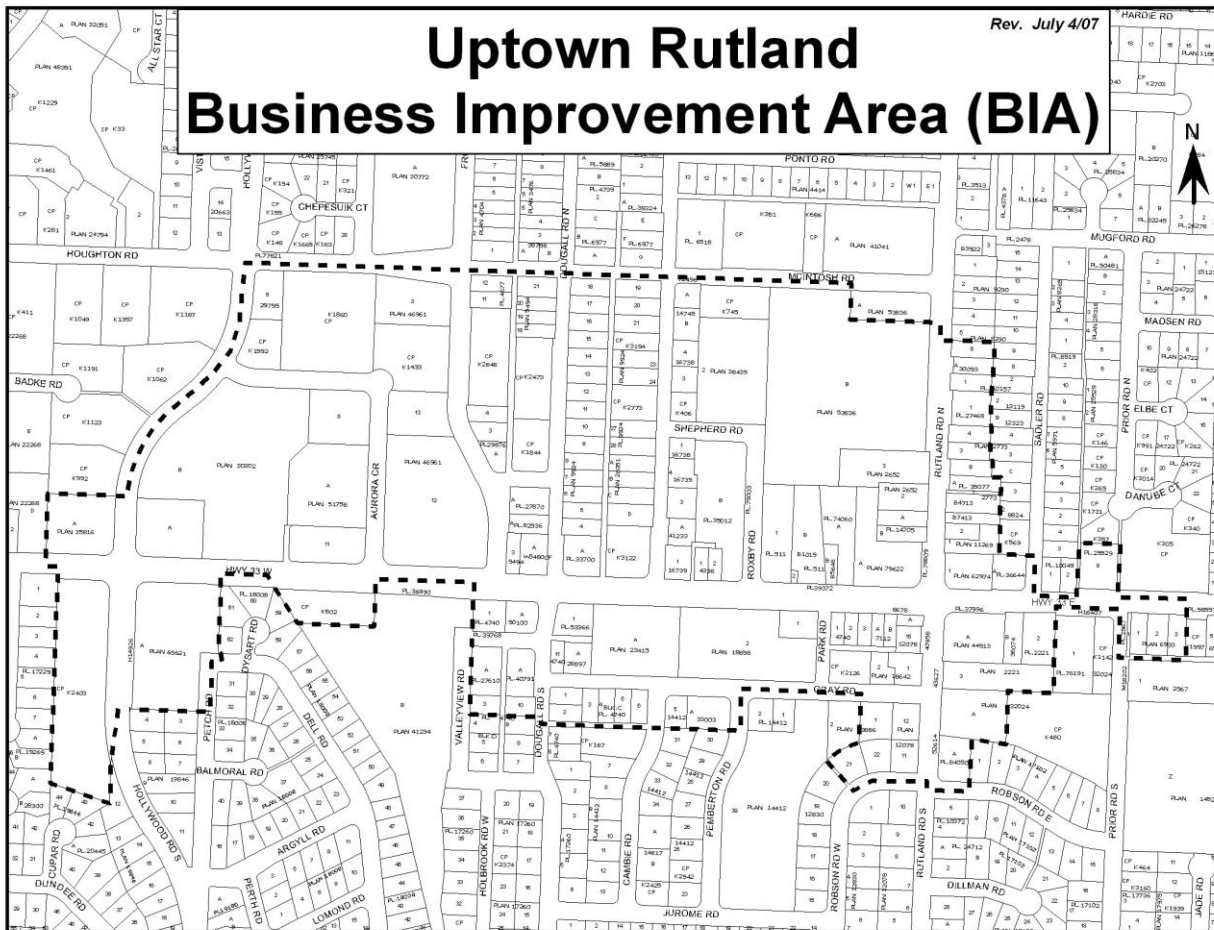
Approved for inclusion:



Keith Grayston, CGA, Director, Financial Services

cc:

SCHEDULE A – Map



Schedule B

Uptown Rutland Business Association Financial Statements For the Year Ended December 31, 2012 (Unaudited)

	<u>Contents</u>
Review Engagement Report	2
Financial Statements	
Statement of Financial Position	3
Statement of Operations and Changes in Net Assets	4
Statement of Cash Flows	5
Notes to the Financial Statements	6-8



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300 - 1632 Dickson Avenue
Kelowna BC V1Y 7T2 Canada

Review Engagement Report

To the Directors
Uptown Rutland Business Association

We have reviewed the statement of financial position of Uptown Rutland Business Association as at December 31, 2012 and the statements of operations and changes in net assets and cash flows for the year then ended. Our review was made in accordance with Canadian generally accepted standards for review engagements, and accordingly, consisted primarily of inquiry, analytical procedures and discussion related to information supplied to us by the Association.

A review does not constitute an audit, and consequently, we do not express an audit opinion on these financial statements.

Based on our review, nothing has come to our attention that causes us to believe that these financial statements are not, in all material respects, in accordance with accounting standards for not-for-profit organizations.

Without modifying our opinion, we draw attention to Note 2 of the financial statements which describes that Uptown Rutland Business Association adopted Part III accounting standards for not-for-profit organizations on January 1, 2012 with a transition date of January 1, 2011. These standards were applied retrospectively by management to the comparative information in these financial statements, including the statements of financial position as at December 31, 2011 and January 1, 2011, and the statements of operations and changes in net assets and cash flows for the year ended December 31, 2011, and related disclosures. We were not engaged to report on the restated comparative information, and as such, it is neither audited nor reviewed.

BDO Canada LLP

Chartered Accountants

February 20, 2013

Uptown Rutland Business Association
Statement of Financial Position
(Unaudited)

	December 31 2012	(restated) December 31 2011	January 1 2011
Assets			
Current			
Cash	\$ 55,156	\$ 49,595	\$ 38,856
Accounts receivable	2,164	-	-
Prepays and deposits	2,396	500	500
	<u>\$ 59,716</u>	<u>\$ 50,095</u>	<u>\$ 39,356</u>
Liabilities and Net Assets			
Current			
Accounts payable and accrued liabilities (Note 3)	\$ 9,830	\$ 4,219	-
Net Assets			
Unrestricted	<u>49,886</u>	<u>45,876</u>	<u>39,356</u>
	<u>\$ 59,716</u>	<u>\$ 50,095</u>	<u>\$ 39,356</u>

Approved on behalf of the Board:

_____, Chairman

_____, Director

The accompanying notes are an integral part of these financial statements.

Uptown Rutland Business Association
Statement of Operations and Changes in Net Assets
(Unaudited)

For the Year Ended December 31	2012	(restated) 2011
Revenues		
Municipal tax levy	\$ 148,000	\$ 141,000
Special events and sponsorships	14,170	13,059
	<u>162,170</u>	<u>154,059</u>
Expenses		
Advertising and promotion	21,962	15,104
Banner repairs and maintenance	9,865	9,665
Insurance	1,662	1,834
Interest and bank charges	14	128
Office	6,032	5,771
Professional fees	4,750	236
Rental	5,661	7,396
Salaries and wages	60,121	61,736
Special events	36,401	35,078
Telephone	4,113	4,647
Training	7,571	5,967
Travel	47	12
	<u>158,199</u>	<u>147,574</u>
Excess of revenues over expenses before other item	<u>3,971</u>	<u>6,485</u>
Other item		
Interest income	39	35
Excess of revenues over expenses	<u>4,010</u>	<u>6,520</u>
Net assets, beginning of year, as originally stated	50,095	39,356
Prior period adjustment (Note 5)	<u>(4,219)</u>	<u>-</u>
Net assets, beginning of year, as restated	<u>45,876</u>	<u>39,356</u>
Net assets, end of year	<u>\$ 49,886</u>	<u>\$ 45,876</u>

The accompanying notes are an integral part of these financial statements.

Uptown Rutland Business Association
Statement of Cash Flows
(Unaudited)

For the Year Ended December 31	2012	(restated) 2011
Cash from (to) operating activities:		
Cash received from government, members and other	\$ 160,006	\$ 154,058
Cash paid to employees and suppliers	(152,588)	(143,354)
Interest received	39	35
Deposit paid	(1,896)	-
Net increase in cash	5,561	10,739
Cash, beginning of year	49,595	38,856
Cash, end of year	\$ 55,156	\$ 49,595

The accompanying notes are an integral part of these financial statements.

Uptown Rutland Business Association Notes to the Financial Statements (Unaudited)

December 31, 2012

1. Summary of Significant Accounting Policies

Nature and Purpose of Organization

Uptown Rutland Business Association ("the Association") is a non-profit organization, incorporated without share capital under the British Columbia Society Act on December 14, 2005.

The Association is funded primarily by a municipal tax levy and services the uptown Rutland Business Improvement Area by providing a forum for members to share their vision for the community and ensuring that the voice of the business community is heard by municipal, provincial and federal governments.

Basis of Accounting

The financial statements have been prepared using Canadian accounting standards for not-for-profit organizations.

Tangible Capital Assets

Tangible capital assets are recorded as expenses and disclosed in the statement of operations in the year of acquisition.

Revenue Recognition

The Association follows the deferral method of accounting for contributions. Restricted contributions are recognized as revenue in the year in which the related expenses are incurred. Unrestricted contributions are recognized as revenue when received or receivable if the amount to be received can be reasonably estimated and collection is reasonably assured. Amounts received, which relate to a subsequent fiscal period are recorded as deferred revenue in the year of receipt and classified as such on the Statement of Financial Position.

Use of Estimates

The preparation of financial statements in accordance with Canadian accounting standards for not-for-profit organizations requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from management's best estimates and those estimates and may have impact on future periods.

Uptown Rutland Business Association Notes to the Financial Statements (Unaudited)

December 31, 2012

1. Summary of Significant Accounting Policies (continued)

Financial Instruments	All financial instruments are reported at cost or amortized cost less impairment, if applicable. Financial assets are tested for impairment when changes in circumstances indicate that assets could be impaired.
Contributed Services	Volunteers and local businesses contribute goods and services to the Association. These in-kind donations are recognized at fair value when this value can be reasonably estimated, the goods or services can be used in the Association's regular operation and the goods or services would otherwise be purchased.

2. First-time Adoption

Effective January 1, 2012, the Association adopted the requirements of the new accounting framework, Canadian Accounting Standards for Not-For-Profit Organizations ("ASNPO") or Part III of the requirements of the Canadian Institute of Chartered Accountants ("CICA") Handbook - Accounting. These are the Association's first financial statements prepared in accordance with this framework and the transitional provisions of Section 1501, First-time Adoption have been applied. Section 1501 requires retrospective application of the accounting standards with certain elective exemptions and mandatory exceptions. The accounting policies set out in Note 1 - Significant Accounting Policies, have been applied in preparing the financial statements for the year ended December 31, 2012, the comparative information presented in these financial statements for the year ended December 31, 2011 and in the preparation of an opening ASNPO statement of financial position at the date of transition of January 1, 2011.

The Association issued financial statements for the year ended December 31, 2011 using Canadian generally accepted accounting principles prescribed by the CICA Handbook - Accounting Part V - Pre-changeover Accounting Standards. The adoption of ASNPO did not result in any adjustments to the previously reported assets, liabilities, net assets, excess of revenue over expenses or cash flows of the Association.

3. Accounts Payable and Accrued Liabilities

Included in accounts payable and accrued liabilities is \$1,167 (2011 - \$nil) due to the Canada Revenue Agency.

Uptown Rutland Business Association
Notes to the Financial Statements
(Unaudited)

December 31, 2012

4. Economic Dependence

91% of the Association's revenues reported in the year (2011 - 91%) are related to a municipal tax levy that is collected by the City of Kelowna on behalf of the Association.

5. Prior Period Adjustment

During the year, it was discovered there were expenditures related to the year ended December 31, 2011, which previously went unrecorded in the financial statements. This resulted in an understatement of expenses and an overstatement of net assets.

The correction of this error has been reflected in the 2011 comparative figures and has been summarized in the following table:

December 31	2012	2011
Advertising and promotion	\$ -	\$ 2,711
Interest and bank charges	-	10
Office	-	22
Salaries and wages	-	829
Special events	-	255
Training	-	65
Telephone	-	327
Effect of adjustment on opening net assets	4,219	-
	<u>\$ 4,219</u>	<u>\$ 4,219</u>

6. Commitments

The Association has entered into an agreement to lease its premises until November 2017 at a minimum monthly rent of \$800.

7. Comparative Figures

Certain of the comparative figures have been restated to conform to the current year financial statement presentation.

UPTOWN RUTLAND BUSINESS ASSOCIATION BUDGET 2013

	Actuals to December 31, 2012	Approved Budget 2012	Projected Budget 2013	Budget Notes
City Funding	\$ 148,000.00	\$ 148,000.00	\$ 162,800.00	
Other Income				
After Hours	\$ 4,075.00	\$ 3,250.00	\$ 4,600.00	Note 1
Grants	\$ 2,000.00	\$ 3,000.00		Note 2
Car Show/Movie Night	\$ -	\$ 2,000.00	\$ -	
Scarecrow Festival	\$ 7,820.00	\$ 7,500.00	\$ 9,000.00	Note 3
Pop-Up Art	\$ 275.00	\$ -	\$ -	
Surplus	\$ 19,967.00	\$ 19,967.00	\$ 1,394.00	Note 4
Interest	\$ 39.47	\$ 30.00	\$ 40.00	
Total Revenue	\$ 182,176.47	\$ 183,747.00	\$ 177,834.00	
Expenses				
Marketing				
Advtg & URBA Profile	\$ 4,697.33	\$ 8,300.00	\$ 20,000.00	
After Hours	\$ 7,583.58	\$ 6,800.00	\$ 7,500.00	
Brochures/Labels	\$ 638.40	\$ 1,000.00	\$ 1,000.00	
Web Site	\$ 1,350.00	\$ 1,200.00	\$ 2,000.00	
Yellow Pages	\$ 311.51	\$ 300.00	\$ 320.00	
Marketing	\$ 14,041.62	\$ 14,852.00	\$ 10,000.00	
Banners & Utility Boxes	\$ 9,497.60	\$ 21,260.00	\$ 17,500.00	
Total Marketing	\$ 38,120.04	\$ 53,712.00	\$ 58,320.00	
Promotions				
Christmas Light-Up	\$ 5,148.80	\$ 2,165.00	\$ 5,000.00	Note 5
Parades	\$ 418.73	\$ 500.00	\$ 500.00	Note 6
Movie/Car Show	\$ -	\$ 10,000.00	\$ -	
Scarecrow Festival	\$ 22,789.43	\$ 18,000.00	\$ 20,000.00	
Pop-Up Art	\$ 7,774.24	\$ 5,000.00	\$ -	
Total Events & Promotions	\$ 36,131.20	\$ 35,665.00	\$ 25,500.00	
General & Administration				
Admin Assistant	\$ 11,787.26	\$ 15,670.00	\$ 18,000.00	Note 7
Capital Expenditures	\$ -	\$ -	\$ 5,000.00	Note 8
Courier & Postage	\$ 164.66	\$ 100.00	\$ 170.00	
Due Memberships	\$ 521.00	\$ 500.00	\$ 510.00	
Executive Director	\$ 45,888.57	\$ 49,700.00	\$ 49,700.00	
Insurance	\$ 1,661.62	\$ 2,050.00	\$ 1,800.00	Note 9
Interest & Bank Charges	\$ 23.94	\$ 200.00	\$ 75.00	
Meetings - AGM/Board	\$ 1,039.02	\$ 500.00	\$ 1,200.00	Note 10
Miscellaneous Expenses	\$ 442.43	\$ 50.00	\$ 200.00	
Office/Supplies	\$ 3,887.26	\$ 3,500.00	\$ 3,500.00	Note 11
Professional Fees	\$ 4,749.70	\$ 300.00	\$ 3,200.00	Note 12
Rent	\$ 4,424.00	\$ 5,500.00	\$ 10,755.00	Note 13
Repair & Maintenance	\$ 276.64	\$ 200.00	\$ 244.00	
Security Monitoring	\$ 90.55	\$ -	\$ 360.00	Note 14
Seminars/Professional Development	\$ 7,635.51	\$ 10,000.00	\$ 8,200.00	
Storage	\$ 1,841.28	\$ 2,050.00	\$ 2,000.00	
Telephone & Communications	\$ 4,440.27	\$ 4,000.00	\$ 4,000.00	
Travel/Parking	\$ 47.29	\$ 50.00	\$ 100.00	
El Expenses	\$ 1,222.41	\$ -		Note 15
CPP	\$ 2,051.56	\$ -		Note 16
Total General & Administration	\$ 92,194.97	\$ 94,370.00	\$ 109,014.00	
Total Expenses	\$ 166,446.21	\$ 183,747.00	\$ 192,834.00	
Highway 33 Improvements	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	Note 15
Outstanding Payables	\$ 5,779.40	\$ -		
Outstanding Receivables	\$ 2,163.86			
Surplus	\$ 15,730.26			

Budget 2013 Notes

Note 1	Based on 52 attendees @ \$8.00 for 11 events
Note 2	Includes sponsorship from Scarecrow Festival
Note 3	Includes \$1500 Vendor Fees and \$7500 Sponsorship
Note 4	\$15000 allocated towards Transit Integration
Note 5	Actual includes \$1849.33 carry-over from 2012
Note 6	May Days & Vasahki
Note 7	Includes 2 Canada Summer Students
Note 8	Office Enhancement
Note 9	Directors Liability; Events; Office Contents
Note 10	Social After AGM; Committee & Board Lunches
Note 11	Higher actual cost due to office move
Note 12	Legal fees; Accounting fees; Review Engagement
Note 13	Increase due to new office \$896/month
Note 14	New budget line - leased office space
Note 15	For anticipated highway 33 upgrade/updating project

Uptown Rutland Business Improvement Association 2012 Board of Directors

Name	Position	Business Name
Dan Van Norman	President	Hollywood Shoes
Crystal Hansen	1 st Vice President	Benson Lawyers LLP
Nicholas Aubin	Past President	Nicholas Aubin Notary Public
Al Kirschner	Treasurer	Black Mountain Irrigation District
Aron Meier	Director	Valleyview Funeral Home
Joe lafrancesco	Director	Property Owner
Len Cardiff	Director	TD Canada Trust, Rutland Branch
Vik Bains	Director	TD Canada Trust, Rutland Branch

Report to Council



Date: March 13, 2013
File: 1825-02
To: City Manager
From: George King, Revenue Manager
Subject: Utility Billing Customer Care Services

Recommendation:

THAT Council receive for information, the Report from the Revenue Manager dated March 13, 2013 with respect to amending the Utility Billing Customer Care Bylaw No. 8754;

AND THAT Bylaw No. 10821, being Amendment No. 4 to the Utility Billing Customer Care Bylaw No. 8754 be given reading consideration.

Purpose:

To ensure that customer care billing services will not be interrupted or otherwise affected in the event of a transfer of the City's electrical utility to FortisBC.

Background:

In preparing for the transfer of the City's electrical utility to FortisBC, City staff have been working with FortisBC along with our current utility billing service provider Corix Utilities Inc. to ensure that customer care billing services will not be interrupted or otherwise affected. In order to achieve uninterrupted service it was recommended that for the next nine months, from the date of transfer of the electrical utility, that the customer care billing services for electrical customers be maintained by the current billing service provider utilizing the City's billing system.

In order to facilitate a "combined" bill (Refer to Schedule A) approach for two separate and distinct organizations, a review was conducted which consisted of both organizations utility billing processes along with identifying any differences there may be with current City bylaws and FortisBC tariff requirements.

The current utility billing processes includes a number of practices that promote timely payment of utility invoices, including:

- A one time penalty of 3.75% is charged on any amount of the current balance shown on the previous invoice, which was not paid by the payment date noted on the previous invoice.
- Electronic billing so that customers can receive their statements instantly via email.
- Payment terms of fifteen (15) days from the billing date shown on the invoice.

- Preauthorized payment plan option where the invoice amount is automatically withdrawn from the customers' bank account on the due date.
- The return of security deposits to residential customers who have made on time payments for a twelve month period.
- Transfer to tax requirements of the Community Charter.
- Disconnection for nonpayment.

In order to better align with current private industry standards, including those of FortisBC, the following changes are recommended to the City's Utility Billing Customer Care Bylaw which will take effect April 1, 2013:

That the City of Kelowna current practice of imposing a one time 3.75% penalty charge be changed to a late payment charge of 1.5% which will be assessed each month (compounded monthly 19.56% per annum) on all outstanding balances not paid by the due date. A penalty reduction from 3.75% to a 1.5% interest charge is estimated to result in a general revenue reduction of approximately \$20,500 per year from the current annual penalty revenue of \$71,000 for water/sewer services.

Furthermore, that the number of days to pay be extended from the current fifteen (15) calendar days to seventeen (17) business days. (Refer to Schedule B)

In summary the long term impact of these changes to our current payment collection practices should be minimal in comparison to the immediate positive impact it will have on customer service; especially for those who have raised concerns with regards to these very practices over the years. These changes will reduce confusion on the utility bill over the next nine months during the combined billings and also allow for ongoing process changes.

Internal Circulation:

Carla Weaden, Director, Communications

Financial/Budgetary Considerations:

Revenue budget impacts will be reviewed for the 2014 budget after tracking actual experience in 2013

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:

G.L. King, CMA, Revenue Manager

Approved for inclusion:



Keith Grayston, CGA, Director, Financial Services

Schedule A

UTILITY BILL



PO Box 20220
Kelowna, BC V1Y 9H2
TEL 250 979-4928
kelowna.ca/utilities

Please make payable to the City of Kelowna
Electricity charges collected on behalf of Fortis BC

WRIGHT, JOHN A24(S)
2222 ETHEL ST
KELOWNA, BC V1Y 8C8

Customer Account Number

99-0143736-000

Due Date	Amount Due	
05/09/2013	395.26	PLEASE PAY
Service Address	Amount Enclosed	
2222 ETHEL ST		

Please detach top portion and return with payment, plus use these details to register for electronic billing. For more information, visit kelowna.ca/utilities

send

990143736000 041234000

96

Meter Number	Read Dates		Billing Days	Code	Meter Readings		Multiplier	Usage	Units	Power Factor
	Present	Previous			Present	Previous				
ELECTRIC: 0000853651	04/05/2013	03/04/2013	32	CE	33551	33171	1.0	380	kWh	
WATER: 0041142176	04/05/2013	03/04/2013	32	CE	04643	04632	1.0	11	cu. meter	

BILLING SUMMARY

Previous Balance as of : 03-16-13	\$297.11
Payments & Adjustments 03-16-13	\$4.45
Balance Forward as of : 04-16-13	\$301.56
Current Charges as of : 04-16-13	\$93.70
Total Amount Due	\$395.26

PREVIOUS BALANCE	297.11
OVERDUE INTEREST APPLIED 04/05/2013	4.45
BALANCE FORWARD	301.56

	Rate	Usage	Charges
ELECTRIC SERVICE			
Block 1	15.970000	1.00	14.91
Block 2	0.102140	354.00	36.16

UTILITY BILL



PO Box 20220
Kelowna, BC V1Y 9H2
TEL 250 979-4928
kelowna.ca/utilities

GST/HST Number: R121937551 (City of Kelowna)
GST/HST Number: R10564562 (Fortis BC)

Effective April 1, 2013			
Basic Customer Charge			1.52
Energy Used Block 1:	0.088030	25.00	2.20
Subtotal			54.79
HST			6.14
Residential Energy Credit			-3.58
GST			0.18

WATER SERVICE			
Basic Charge Bill Code 555			9.25
Block 1	0.322000	11.00	3.54
Water Quality Enhancement			4.95

Subtotal			17.74
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SEWER SERVICE			
Flat Rate			18.43

Subtotal			18.43
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CURRENT CHARGES			\$93.70
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TOTAL AMOUNT DUE			\$395.26
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keep

ELECTRIC & WATER USAGE HISTORY					
Month	Days	Electric Use (kWh)	Elec. Usage per day	Water Use cu. meter	Water Usage per Day
04-13	32	380	12	11	0
03-13	31	425	14	11	0
02-13	31	436	14	11	0
01-13	31	530	17	12	0
12-12	28	320	11	11	0
11-12	34	360	11	15	0
10-12	31	270	9	13	0
09-12	32	830	26	35	1
08-12	33	600	18	22	1
07-12	29	340	12	18	1
06-12	33	370	11	14	0
05-12	28	350	13	10	0

Account Number	Name	Service Address
99-0143736-000	WRIGHT, JOHN	2222 ETHEL ST

Bill Type	Account Type	Bill Date	Due Date	Amount Due	
REGULAR	RESIDENTIAL	04/16/2013	05/09/2013	395.26	PLEASE PAY BY DUE DATE

EFFECTIVE APRIL 1, 2013 ELECTRICAL SERVICE CHARGES ARE FORTIS BC'S RATES

Schedule B

The City of Kelowna has three separate billing dates (cycles) which are on the 6th, 16th & 26th of each month. Depending on the cycle, moving from fifteen (15) calendar days to 17 business days will result in the following due dates:

Cycle # 1 – Bill date is on the 16th of the month.

Province:

Start:

business days:

= 2013-04-10

Start:

End:

= 17 business days

Public holidays in that period :

Good Friday : fri, 29 mar 2013

From saturday,
16 march, 2013
to wednesday,
10 april, 2013
included, there are :

days :	-	26	+
working days :	-	17	+
week-end days :	-	8	+
public holidays :	-	1	+

Cycle # 2 – Bill date is on the 26th of the month.

Province:

Start:

business days:

= 2013-04-19

Start:

End:

= 17 business days

From tuesday,
26 march, 2013
to friday,
19 april, 2013
included, there are :

days :	-	25	+
working days :	-	18	+
week-end days :	-	6	+
public holidays :	-	1	+

Cycle # 3 – Bill date is on the 6th of the month.

Province:

Start:

business days:

= 2013-04-01

Start:

End:

= 17 business days

From wednesday,
6 march, 2013
to monday,
1 april, 2013
included, there are :

days :	-	27	+
working days :	-	18	+
week-end days :	-	8	+
public holidays :	-	1	+

CITY OF KELOWNA

BYLAW NO. 10821

Amendment No. 4 to Utility Billing Customer Care Bylaw No. 8754

The Municipal Council of the City of Kelowna, in open meeting assembled, enacts that the City of Kelowna utility Billing Customer Care Bylaw No. 8754 be amended as follows:

1. THAT **Section 2 INTERPRETATION, 2.3 Definitions** be amended by adding in its appropriate location the definition for **Business Days** as follows:

“**Business Days** means a measurement of time that typically refers to any day in which normal business is conducted. This is generally considered to be Monday through Friday, and excludes weekends and public holidays.”
2. AND THAT **Section 8. BILLING, 8.3 Payment Due** be deleted that reads:

“Payment shall be due and payable within fifteen (15) days of the billing date shown on the invoice, provided that when that fifteenth day falls on a Saturday, Sunday or a statutory holiday, payment shall be due and payable on the next succeeding day not a Saturday, Sunday, or statutory holiday.”

And replaced with:

“Payment shall be due and payable within seventeen (17) business days of the billing date shown on the invoice.”
3. AND THAT **Section 8. BILLING, 8.4 Penalty Charge**, be deleted that reads:

“A penalty of three and three quarters percent (3.75%) shall be charged on any amount of the current balance shown on the previous invoice, which was not paid by the payment date noted on that previous invoice. The penalty shall be added to current charges on the present invoice, and the previous amount unpaid shall remain outstanding and shall be shown as an arrears balance on the present invoice.”

And replaced with:

“A late payment charge of 1.5% will be assessed each month (compounded monthly 19.56% per annum) on all outstanding balances not paid by the due date printed on the invoice. The interest charge shall be added to current charges on the present invoice, and the previous amount unpaid shall remain outstanding and shall be shown as an arrears balance on the present invoice.”
3. This bylaw shall be cited as "Amendment No. 4 to City of Kelowna Utility Billing Customer Care Bylaw No. 8754".
4. This bylaw will come into full force and be binding on all persons as of April 1st, 2013.

Bylaw No. 10821 - Page 2.

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

Adopted by the Municipal Council of the City of Kelowna this

Mayor

City Clerk

Report to Council



Date: March 5, 2013

Rim No. 0610-53, 1140-50-8185

To: City Manager

From: Noreen Redman, Airport Finance & Administration Manager

Subject: Air Carrier Airport Use Agreement with Air North Charter & Training

Report Prepared by: Toni McQueenie, Legal & Admin Services Coordinator

Recommendation:

THAT Council approves the City entering into an Air Carrier Airport Use Agreement with Air North Charter & Training Ltd. in the form attached to the report of the Airport Director dated March 5, 2013, allowing Air North Charter & Training Ltd. to operate at Kelowna International Airport;

AND THAT the Mayor and City Clerk be authorized to execute the Air Carrier Airport Use Agreement.

Purpose:

To obtain Council's consent and approval to enter into an Air Carrier Airport Use Agreement with Air North Charter & Training Ltd.

Background:

Air North Charter & Training Ltd. is headquartered in Whitehorse, Yukon and commenced its operation on February 1, 1977. Air North employs more than 200 people and contributes over 20 million dollars to the Yukon economy annually.

Air North is the largest airline in the Yukon providing domestic passenger and cargo air service to routes connecting the Yukon to British Columbia, Alberta, Northwest Territories and Alaska (seasonally).

Air North operates two Boeing 737-500 aircrafts, one Boeing 737-400 aircraft, two Boeing 737-200 aircrafts, and 5 Hawker Siddeley 748 aircrafts.

Air North will operate into YLW on a charter basis.

Legal/Statutory Procedural Requirements:

The form of Air Carrier Airport Use Agreement being entered into is the standard template used for all air carriers and was approved by the City's solicitor in 1996.

Considerations not applicable to this report:

Internal Circulation: N/A

Legal/Statutory Authority: N/A

Existing Policy: N/A

Financial/Budgetary Considerations: N/A

Personnel Implications: N/A

External Agency/Public Comments: N/A

Communications Comments: N/A

Alternate Recommendation: N/A

Submitted by:



N. Redman, Airport Finance & Administration Manager

Approved for inclusion:



Sam Samaddar, Airport Director and
Rob Mayne, Acting General Manager, Corporate Sustainability

/tjm

ORIGINAL

KELOWNA INTERNATIONAL AIRPORT

AIR CARRIER AIRPORT USE AGREEMENT

BETWEEN THE

CITY OF KELOWNA

AND

AIR NORTH CHARTER & TRAINING LTD.

(YLW FILE NO. 1140-50-8185)

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THIS AGREEMENT made this _____ day of _____, 2012

BETWEEN:

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

(hereinafter called the "City")

OF THE FIRST PART,

AND:

Air North Charter & Training Ltd.
150 Condor Road
Whitehorse, Yukon
Y1A 6E6

(hereinafter called the "Air Carrier")

a company incorporated pursuant to the laws of the Territory of the Yukon.

OF THE SECOND PART,

WHEREAS the City is the operator of the Kelowna International Airport (the "Airport") located in the City of Kelowna, Province of British Columbia;

AND WHEREAS the Air Carrier is desirous of using, in common with others, the Airport;

For and in consideration of the fees, charges and covenants hereinafter set forth, the parties hereto agree as follows:

Article 1.00 - Purpose

1. The City covenants that provided the Air Carrier pays all monies due under this Agreement and performs the covenants herein on its part contained, it may:
 - 1.1. Operate its business or a part thereof at the Airport;
 - 1.2. Use, in common with others so authorized, the runways, taxiways, navigational aids and other common use landing field facilities of the Airport, for its aircraft landings and takeoffs required in connection with the operation of its air transportation business to and from the Airport;

- 1.3. Possess the right of access from the Airport as made necessary by the Air Carrier's operations over, and upon streets, roads, paths, hallways, corridors or open spaces only, provided that the right herein defined shall not be exercised in such manner and to such extent as to impede or interfere with the operation of the Airport by the City, its lessees, Air Carriers or others; and
- 1.4. On and off load its passengers or cargo from such areas of the Airport as the Airport Director may from time to time designate. Such assignment of areas shall not constitute any pre-emptive or exclusive right to areas designated. When traffic conditions are such that the areas are in use, the Air Carrier may use other areas designated by the Airport Director if, by such use, others are not inconvenienced or disturbed.

Article 2.00 - Term of Agreement

2. The term of this Agreement shall commence on November, 1, 2009 and shall continue to be in effect until terminated as hereinafter provided.
 - 2.1. This Agreement may be terminated at any time by the City in the absolute discretion of the Airport Director. Termination shall be effected by providing up to thirty (30) days prior written notice to the Air Carrier and upon the date of termination specified in the notice all rights of the Air Carrier pursuant to this Agreement shall thereupon cease.
 - 2.2. The Air Carrier may terminate this Agreement by giving thirty (30) days prior written notice to the Airport Director.
 - 2.3. This Agreement may be terminated by the mutual written consent of the parties without notice.
 - 2.4. The Air Carrier shall forthwith cease to carry on business or operation at the Airport as of the effective date of termination of this Agreement.

Article 3.00 - Conduct of Business

3. The Air Carrier covenants and agrees with the City to the terms and conditions set forth below at all times during the term of this Agreement and agrees that non-compliance with any such term or conditions at any time during the term of this Agreement shall constitute grounds for termination of this Agreement by the City by written notice to the Air Carrier, or such other remedy as the City, in its discretion, may deem appropriate. The Air Carrier waives any notice of default or termination not expressly provided for in this Agreement.
 - 3.1. The Air Carrier shall hold all required valid and subsisting agreements, certificates or permits from the federal government to provide commercial air transportation services to the routes it is serving to and from the Airport.

- 3.2. The Air Carrier shall abide by and comply promptly with all laws, regulations, orders, rules, requirements and recommendations which may be applicable to the Air Carrier or to the use of the Airport, made by any and all federal, provincial, civil, municipal and other authorities or association of insurance underwriters or agents and all notices in pursuance of same and whether served upon the City or the Air Carrier, but if served upon the City alone, only if notice thereof is given to the Air Carrier.
- 3.3. The Air Carrier shall comply forthwith and cause its directors, officers, employees and agents to comply with any direction of the Airport Director with respect to matters which, in the opinion of the Airport Director, concern safety, security or matters of urgency.
- 3.4. The Air Carrier shall observe and obey all reasonable rules and regulations not conflicting with the provisions of this Agreement as may now exist or may be promulgated from time to time by the Airport Director, provided that such rules and regulations shall be furnished in writing to the Air Carrier.
- 3.5. The Air Carrier shall maintain strict control over all security passes issued by the employees or agents of the Air Carrier; follow any direction of the Airport Director with respect to security measures; and report forthwith to the Airport Director any loss or misuse of security passes or the termination of its employees or agents.
- 3.6. The Air Carrier shall not, under this Agreement, conduct a separate business on or about the Airport, nor shall it offer, supply, sell or give away, whether singly or in conjunction with its air transportation business, any service or commodity other than usual food or beverages in the course of the flight unless authorized in writing by the Airport Director.
- 3.7. The Air Carrier shall before commencing operations and subject to the approval of the Airport Director, make and maintain:
 - a) Arrangement for fuelling and ground handling; and
 - b) Provide to the Airport Director for approval, a written proposal of the Air Carrier's policy and procedures with respect to the handling and containment, clean-up, and disposal of dangerous goods and hazardous materials, including aircraft fuel and oil, de-icing and other potential pollutants at the Airport.
- 3.8. Subject to the approval of the Airport Director, the Air Carrier shall make and maintain arrangements for the use of gate/apron space, ticket counter and baggage claim.
- 3.9. The Air Carrier shall provide to the City, not later than the fifth day of each month, a report of the Air Carrier's operations at the Airport during the preceding month, separately setting forth the total number of enplaning and deplaning domestic and international passengers (including on-line and interline passengers)

carried by the Air Carrier during the preceding month and the number of landings by the Air Carrier by type of aircraft. The Air Carrier shall also provide such other information on its operation in such form and at such times as may be required by the Airport Director. It is understood by the parties that such information will, with the exception of its inclusion in overall statistical totals, be kept confidential by the City, subject to applicable law.

- 3.10. The Air Carrier shall submit proposed schedules to the Airport Director in writing for the winter/spring period no later than June 15th, and for the summer/fall period no later than November 15th.
- 3.11. The Air Carrier shall at its own expense and cost, procure and maintain the insurance policies listed below with limits no less than those shown in the respective items, unless in connection with the performance of some particular part of this Airport Use Agreement, the City advises in writing that it has determined that the exposure to liability justifies less limits. The insurance policy or policies shall be maintained continuously from commencement of the Airport Use Agreement until the termination of the Airport Use Agreement or such longer period as may be specified by the City.

As a minimum, the Air Carrier shall, without limiting its obligations or liabilities under any other contract with the City, procure and maintain, at its own expense and cost, the following insurance policies:

- a) Aviation Premises/Operations Liability Insurance providing for all sums which the Air Carrier shall become legally obligated to pay for damages because of bodily injury (including death at any time resulting therefrom) sustained by any person or persons or because of damage to or destruction of property caused by an occurrence or accident arising out of or related to the operations carried on in connection with this Airport Use Agreement. This insurance shall include but not be limited to aircraft liability, passenger legal liability, personal injury, premises liability, baggage and cargo liability and such other coverage as may from time to time be generally issued by insurance companies to airlines in connection with their airport operations. Limits of liability for this insurance shall not be less than an inclusive limit of twenty-five million dollars (\$25,000,000.00) for each occurrence or accident, or such greater amount as required by law or regulation applicable to the Air Carriers;
- b) This insurance shall include a Cross Liability clause providing that the inclusion of more than one Insured shall not in any way affect the rights of any other Insured thereunder, in respect to any claim, demand, suit or judgement made against any other Insured.
- c) Automobile Liability Insurance covering all motor vehicles, owned, operated and used or to be used by the Air Carrier directly or indirectly in the performance of this Airport Use Agreement. The Limit of Liability shall not be less than two million dollars (\$2,000,000.00) inclusive, for

loss or damage including personal injuries and death resulting from any one accident or occurrence.

- 3.12 The policy required by section 3.11 above shall provide that the City is named as an Additional Insured with respect to the Premises Liability at the Kelowna International Airport and that said policy is primary without any right of contribution from any insurance otherwise maintained by the City.
- 3.13 The Air Carrier agrees to submit a Certificate of Insurance (Schedule A) to the Airport Director of the Kelowna International Airport prior to commencement of this Airport Use Agreement. The Certificate shall provide that 30 days written notice shall be given to the Airport Director of the Kelowna International Airport, prior to any material changes or cancellations of any such policy or policies.
- 3.14 After reviewing the Air Carrier's Certificate of Insurance, the City may require other insurance or alterations to any applicable insurance policies in force during the period of this Airport Use Agreement and will give notification of such requirement. Where other insurances or alterations to any insurance policies in force are required by the City and result in increased insurance premium, such increased premium shall be at the Air Carrier's expense.
- 3.15 The Air Carrier may take out such additional insurance, as it may consider necessary and desirable. All such additional insurance shall be at no expense to the City.
- 3.16 All insurance, which the Air Carrier is required to obtain with respect to this Airport Use Agreement, shall be with insurance companies registered in and licensed to underwrite such insurance in the province of British Columbia.
- 3.17 If the Air Carrier fails to do all or anything which is required of it with regard to insurance, the City may do all that is necessary to effect and maintain such insurance, and any monies expended by the City shall be repayable by and recovered from the Air Carrier. The Air Carrier expressly authorizes the City to deduct from any monies owing the Air Carrier, any monies owing by the Air Carrier to the City.
- 3.18 The failure or refusal to pay losses by any insurance company providing insurance on behalf of the Air Carrier shall not be held to waive or release the Air Carrier from any of the provisions of section 3.11 or this Airport Use Agreement, with respect to the liability of the Air Carrier otherwise. Any insurance deductible maintained by the Air Carrier under any of the insurance policies is solely for its account and any such amount incurred by the City will be recovered from the Air Carrier as stated in section 3.17.
- 3.19 The Air Carrier shall pay or cause to be paid all rates, taxes and assessments, of whatsoever description that may at any time during the existence of the Agreement be lawfully imposed, or become due and payable by the Air Carrier.

- 3.20 The Air Carrier shall pay to the City all applicable aircraft landing, parking and facility charges as amended from time to time.
- 3.21 The Air Carrier shall collect and remit to the City an Airport Improvement Fee (AIF) from all departing enplaned passengers in the amount of \$12.00 Canadian in accordance with the Memorandum of Agreement (MOA) between the Air Transport Association of Canada and Signatory Air Carriers and Certain Airports including the Kelowna International Airport dated September 23, 1997 and as amended from time to time. The amount of AIF collected may be adjusted from time to time by the City as provided for in the MOA (Article 6.2) and included in the City of Kelowna Airport Fees Bylaw No. 7982 (Section 22). The AIF shall be remitted monthly along with an Airport Improvement Fee Monthly Remittance Form (Schedule B) indicating the current month departing enplaning passengers (DEPAX), the addition of H.S.T., and the quantities of DEPAX who purchased tickets, including paperless tickets which are kept in electronic form, in North America and outside North America. The remittance form shall be signed and dated by an authorized representative of the Air Carrier. The Air Carrier will remit the amount shown on the Remittance Form.
- 3.21.1 The obligation to collect and remit an AIF will not apply to:
- a) those passengers continuing a journey less than four hours after arrival at the Airport for domestic Canada and transborder itineraries and continuing a journey less than 24 hours after arrival at the Airport for international itineraries. A passenger will be considered to be continuing a journey even though multiple air carriers may participate in the itinerary on one or more air carrier ticket(s);
 - b) airline employees travelling on business, including duty travel of crews of one air carrier on another air carrier;
 - c) infants under two years of age for whom no ticket was purchased, even though a no cost ticket may have been issued in the name of the infant;
 - d) those customers travelling on passes or other travel documents with discount codes ID/IN. However, customers travelling on frequent flier mileage redemption programs or promotional tickets (such as two for one tickets) do not qualify as ID passengers within the meaning of this clause 3.21.1 d).
- 3.21.2 Regardless of which air carrier sells a ticket to a DEPAX passenger or whose designator code is on the passenger's ticket, the air carrier on whom the DEPAX passenger actually travels shall be the party responsible for the collection and remittance of the AIF for that DEPAX passenger.
- 3.22 The Air Carrier shall without limiting the liability of the Air Carrier under this Agreement or otherwise, pay to the City all costs of the City in using its employees, agents, equipment, and materials, plus a reasonable administrative charge for damage to or destruction of the property of the City, including but not limited to fuel, oil and other spills.

- 3.23 The Air Carrier shall pay all other fees or charges to the City arising out of the Air Carrier's operation or activities at the Airport, including any sums for employee parking, identification badges, keys and the like.
- 3.24 The Air Carrier shall pay interest thereon at the rate of 1.5 percent per month (equivalent to 18.00 percent per annum) or such other rate which the City shall determine from time to time in its absolute discretion to reflect prevailing interest rates until the amount of the default and all interest thereon have been paid. All interest shall be calculated daily and compounded monthly and shall apply retroactively from the due date for payment.
- 3.25 In the event the City shall prevail in any action for the enforcement of any of its rights hereunder, the Air Carrier shall pay the City such reasonable legal costs, in addition to any other debt or damages recoverable in such action.
- 3.26 The Air Carrier shall at all times maintain the airside surfaces free of all foreign objects and litter, and shall whenever directed to do so by the Airport Director, remove immediately from the airside surfaces or a portion thereof all of its equipment and anything related to its operations.
- 3.27 The Air Carrier shall require its personnel and employees to maintain and keep the areas of the Airport used by it in the loading and unloading of its passengers or cargo in a neat, clean and orderly condition, free from litter, debris, refuse, petroleum products or grease that may accumulate thereon as a result of the use of the said areas by its passengers, or its employees, contractors, or others servicing and operating its aircraft.
- 3.28 The Air Carrier shall immediately remove any aircraft owned or operated by the Air Carrier that, through accident or for any other reason, becomes disabled or be abandoned in any area which could interfere with the continuous normal operations of any of the Airport landing and field facilities to such location as shall be designated by the Airport Director unless such aircraft is required to remain in place pending investigation by the appropriate regulatory agencies of the federal government.

Should the Air Carrier fail to immediately remove such disabled aircraft as herein provided, or should aircraft owned or operated by the Air Carrier be allowed to remain on the Airport beyond the needs of normal operation, the City shall have the right to remove such aircraft by any means the City deems necessary under the circumstances, and the Air Carrier shall indemnify and save harmless the City, its officers, officials, employees and agents from any and all costs, liability, damage or expense, including all reasonable legal costs and storage costs incurred by the City or claimed by anyone by reason of removal of such aircraft.

- 3.29 The Air Carrier shall comply with the Airport's noise management and abatement program and with any procedures or directions of the Airport Director with respect to noise management and abatement at the Airport.

- 3.30 The Air Carrier shall comply with the City of Kelowna Local Airport Traffic Directives for the operation of vehicles on airport movement areas, as published by the Airport Director, or any revision or amendment as made from time to time.
- 3.31 The Air Carrier shall provide resources and services for disabled persons.
- 3.32 Where required by the Airport Director, the Air Carrier shall ensure that all signs are provided in both English and French, with equal prominence given to the two languages.
- 3.33 The Air Carrier shall obtain the written approval of the Airport Director for all signs and advertising materials including lettering and other advertising media erected, installed or placed in the Airport and the Air Carrier shall conform to the aesthetic standards of the Airport and any direction the Airport Director may make from time to time with respect to displays and advertising signs and the Air Carrier shall pay the costs of installing, maintaining, changing and removing all such signs or displays.
- 3.34 The Air Carrier shall not cause or allow air freight and cargo items, excluding passenger luggage and related articles, to be handled through the Air Terminal Building unless approved in writing by the Airport Director.

Article 4.00 - Default

- 4. It shall constitute default of the terms of this Agreement and justification for immediate termination by the City upon the occurrence of the following:
 - 4.1 Any breach of the covenants and obligations hereunder not cured within fifteen (15) days written notice signed by the Airport Director setting out the particulars of such breach; or
 - 4.2 The filing by or against the Air Carrier of any petition in bankruptcy, or if the Air Carrier has become insolvent or committed an act of bankruptcy as defined by the Bankruptcy Act; or
 - 4.3 The making or entering into by the Air Carrier of any assignment for the benefit of creditors; or
 - 4.4 The levy of any attachment, execution, appointment of a receiver or other process of court by which the operating rights herein granted may be claimed or attempted to be held and used by any person by reason thereof, whether such person is an officer or appointee of court or otherwise, or any attempted assignment of this Agreement by operation of law; or
 - 4.5 Any willful or wanton violation or disregard of the provisions of this Agreement which endangers life or property on the Airport.

Article 5.00 - Assignment

5. The acceptance of any monies from or the performance of any obligation hereunder by a person other than the Air Carrier shall not be construed as an admission by the City to any right or interest of such person as an assignee, transferee or otherwise in the place of the Air Carrier.

Article 6.00 - Waiver

6. The acceptance of the City of a part payment of any sums required to be paid hereunder shall not constitute waiver or release of the right of the City to payment in full of such sums.

Article 7.00 - Waiver Negated

7. The failure of either party to insist upon strict performance of any covenant or condition contained in this Agreement or to exercise any right or option hereunder shall not be construed as a waiver or relinquishment for the future of any such covenant, condition, right or option.

Article 8.00 – Hold Harmless/Indemnification/Claims

8. The Air Carrier:
 - 8.1 Shall be liable for all loss, costs, damages, and expenses whatsoever incurred or suffered by the City, its elected officials, officers, employees and agents (the Indemnitees) including but not limited to damage to or loss of property and loss of use thereof, and injury to or death of a person or persons resulting from or in connection with the performance, purported performance, or non-performance of this Airport Use Agreement, excepting only where such loss, costs, damages and expenses are as a result of the sole negligence of the Indemnitees.
 - 8.2 Shall defend, indemnify and hold harmless the Indemnitees from and against all claims, demands, actions, proceedings, and liabilities whatsoever and all costs and expenses incurred in connection therewith and resulting from the performance, purported performance, or non-performance of this Airport Use Agreement, excepting only where such claim, demand, action proceeding or liability is based on the sole negligence of the Indemnitees.
 - 8.3 Expressly waive any and all claims for compensation for any and all loss or damage sustained by reason of any defect, deficiency or impairment or any of the services to or in any space at the Airport, including but not limited to, power, gas, telephone, steam, heating, air conditioning, water supply system, drainage or sewerage systems, or dome wires leading to or inside of any space used, or by reason of any loss resulting from the failure of any such system or facilities which may occur from time to time from any cause, and the Air Carrier hereby expressly releases and discharges the City its elected officials, officers, employees and

agents from any and all demands, claims, actions and causes of action arising from any of the causes aforesaid.

Article 9.00 - Members of the House of Commons

9. No member of the House of Commons of Canada shall be admitted to any share or part of this Agreement, or to any benefit to arise therefrom.

Article 10.00 - Choice of Law and Jurisdiction

10. This Agreement shall be construed in accordance with the laws of the Province of British Columbia and that the parties agree that the courts of British Columbia shall have jurisdiction in all matters concerning or arising out of this Agreement.

Article 11.00 - Entire Agreement

11. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, and any representations or statement heretofore made with respect to such subject matter, whether verbal or written, are merged herein. This Agreement may be altered or amended only by written instrument executed by both parties hereto.

Article 12.00 - Bribes

12. The Air Carrier hereby confirms that it has not, nor has any person on its behalf, given, promised or offered to any official or employee of the City for, or with a view to, obtaining this Agreement any bribe, gift or other inducement and that it has not, nor has any person on its behalf, employed any person to solicit or secure this Agreement upon any agreement for a commission, percentage, brokerage or contingent fee.

Article 13.00 - Headings

13. Any note appearing as a heading in this Agreement has been inserted for convenience and reference only, and of itself cannot define, limit or expand the scope or meaning of the present Agreement or any of its provisions.

Article 14.00 - Differences

14. All matters of difference arising between the City and the Air Carrier in any matter connected with or arising out of this Agreement whether as to interpretation or otherwise, shall be determined by the Agreement but without prejudice to any recourse available under law.

Article 15.00 - Effect of Agreement

15. This Agreement and everything herein contained shall enure to the benefit of and be binding upon the successors of each of the parties hereto, and where there is a male, female or corporate party, the provisions hereof shall be read with all grammatical changes to gender and number required by the context, and all covenants and obligations shall be deemed joint and several.

Article 16.00 - Provisions Separately Valid

16. If any covenant, obligation, agreement, term or condition of this Agreement or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such covenant, obligation, agreement, term or condition to persons or circumstances other than those in respect of which it is held invalid or unenforceable, shall not be affected thereby and each covenant, obligation, agreement, term or condition of this Agreement shall be separately valid and enforceable to the fullest extent permitted by law.

Article 17.00 - No Implied Obligations

17. No implied terms or obligations of any kind by or on behalf of the City shall arise from anything in this Agreement and the express covenants and agreements herein contained and made by the City are the only covenants and agreements upon which any rights against the City may be founded.

Article 18.00 - Notices

18. Whenever in this Agreement it is required or permitted that notice or demand be given or served by either party to or on the other, such notice or demand will be in writing and will be validly given or sufficiently communicated if personally delivered, given by facsimile transmission (and confirmed by mail), or sent by courier, priority post or registered mail, return receipt requested, to the City or the Air Carrier, as appropriate, at their respective addresses appearing as follows:

To the City:

Airport Director
City of Kelowna International Airport
#1 - 5533 Airport Way
Kelowna, BC V1V 1S1

Facsimile: (250) 765-0213

To the Air Carrier:

Manager Airports & Ground Operations
150 Condor Road
Whitehorse, Yukon Y1A 6E6

Facsimile: (867) 668-4103

- 18.1 Such addresses may be changed from time to time by either party giving notice to the other as above provided;
- 18.2 Notices given hereunder shall be deemed given to the City or Air Carrier on the date upon which they were personally delivered or, if sent by facsimile transmission, twenty-four (24) hours after transmission with confirmed answer-back or, if mailed, five (5) days after mailing.


Article 19.00 - Definition

19. In the Agreement "Airport Director" shall mean the Airport Director or the person acting on his or her behalf at the Kelowna International Airport.

IN WITNESS WHEREOF the parties hereto have executed these Presents the day and year first above written.

By the City in the presence of:)	CITY OF KELOWNA
)	by its authorized signatory(ies)
)	
)	
_____)	_____
Witness Signature)	
)	
_____)	_____
Witness Name)	
)	
_____)	
Occupation)	
)	
_____)	
Address)	
)	
_____)	
City)	

By the Air Carrier in the presence of:)



 Witness Signature)

BRIAN MOTTUS

 Witness Name)

AIRNORTH PSA

 Occupation)

23 MOSSBERRY LN

 Address)

WHITENORSE YT

 City)

AIR NORTH CHARTER & TRAINING LTD.

By its authorized signatory(ies)



 Title: Manager Airports & Ground Operations

 Title:

CERTIFICATE OF INSURANCE

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

Insured

Name: Air North Charter & Training Ltd.

Address: 150 Condor Road, Whitehorse, Yukon, Y1A 6E6

Broker

Name:

Address:

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

Operations by Air North Charter & Training Ltd. as an air carrier at the Kelowna International Airport as covered under the Air Carrier Airport Use Agreement between Air North Charter & Training Ltd. and the City of Kelowna.

Type of Insurance	Company & Policy Number	Policy Dates		Limits of Liability/Amounts
		Effective	Expiry	
Section 1 Comprehensive General Liability including: <ul style="list-style-type: none"> • Aviation Premises/Operations Liability; • Blanket Contractual; • Contractor's Protective; • Personal Injury; • Contingent Employer's Liability; • Broad Form Property Damage; • Non-Owned Automobile; • Cross Liability Clause. 				Bodily Injury and Property Damage \$ <u>25,000,000</u> Inclusive \$ _____ Aggregate \$ _____ Deductible
Section 2 Automobile Liability				Bodily Injury and Property Damage \$ <u>2,000,000</u> Inclusive

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

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

Print Name _____

Authorized Signatory _____

Date _____

Report to Council



Date: March 8, 2013

Rim No. 0610-53

To: City Manager

From: Noreen Redman, Airport Finance & Administration Manager

Subject: AMENDMENT TO AIRPORT FEES BYLAW NO. 7982 - KELOWNA INTERNATIONAL AIRPORT
Report Prepared by: Toni McQueenie, Legal & Administrative Services Coordinator

Recommendation:

THAT Council receives for information the Report of the Airport Finance & Administration Manager dated March 8, 2013 outlining recommended changes to the automobile parking fees in the Airport Fees Bylaw;

AND THAT Bylaw No. 10819 being Amendment No. 26 to the City of Kelowna Airport Fees Bylaw 7982 be advanced for reading consideration.

Purpose:

To obtain Council's approval to amend the Kelowna International Airport's fees and charges by amending Bylaw No. 7982.

Background:

On October 17, 2011 Kelowna City Council approved an amendment to Bylaw No. 7982 increasing certain airport fees, including vehicle parking fees which came into effect on April 1, 2012, with a further increase which came into effect on April 1, 2013.

In 2011 the tax imposed on vehicle parking was the 12% HST, however, effective April 1, 2013 the HST will be replaced with the 7% PST and 5% GST. Only GST is applicable to vehicle parking fees, and the tax is embedded in the parking fee for ease of cash payment.

It is estimated that the majority of vehicle parking revenue comes from daily and weekly parking, and therefore it is recommended that the hourly and metered rates remain at the rate approved in 2011 and that the daily and weekly parking fees be reduced. YLW will continue to offer the first 15 minutes free and it is estimated that the new parking rates shown in the table below will be revenue neutral.

	Bylaw Rates April 1, 2013	Recommended Rates April 1, 2013
Short Term Lot	\$1.50 for first hour or part thereof	\$1.50 for first hour or part thereof
	\$2.50 for each additional hour or part thereof to a maximum of \$18.00 per day	\$2.50 for each additional hour or part thereof to a maximum of \$17.00 per day
Gold Pass	\$900.00	\$845.00
Long Term Lot	\$1.50 per hour or part thereof, to a maximum of \$11.50 per 24 hours and a weekly maximum rate of \$56.00	\$1.50 per hour or part thereof, to a maximum of \$11.00 per 24 hours and a weekly maximum rate of \$52.00
Meters - Curbside	\$1.75 per 30 minutes	\$1.75 per 30 minutes
North End Lot and North Airport Way	\$7.00 per 24 hour period	\$7.00 per 24 hour period

A survey of YLW's fees and charges shows that YLW remains in the low range of comparator airports such as Victoria, Prince George, Regina, Saskatoon, Thunder Bay, and Halifax.

Internal Circulation:

Airport Director
City Clerk

Financial/Budgetary Considerations:

The recommended fee changes have been included in the 2013 Budget.

Considerations not applicable to this report:

Legal/Statutory Authority: N/A

Legal/Statutory Procedural Requirements: N/A

Existing Policy: N/A

Personnel Implications: N/A

External Agency/Public Comments: N/A

Communications Comments: N/A

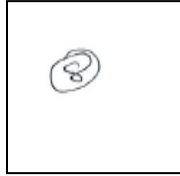
Alternate Recommendation: N/A

Submitted by:



N. Redman, Airport Finance & Administration Manager

Approved for inclusion:



Sam Samaddar, Airport Director and
Rob Mayne, Acting General Manager,
Corporate Sustainability

CITY OF KELOWNA

BYLAW NO. 10819

Amendment No. 26 to the Airport Fees Bylaw No. 7982

The Municipal Council of the City of Kelowna, in open meeting assembled, enacts that the City of Kelowna Airport Fees Bylaw No. 7982 be amended as follows:

1. THAT Section 14. AUTOMOBILE PARKING FEES be deleted in its entirety that reads:

“14. AUTOMOBILE PARKING FEES

Effective April 1, 2012

14.1 PARKING LOTS:

- (a) Short Term Lot First 15 minutes free
\$1.25 for the 1st hour or part thereof
(includes first 15 minutes)
\$2.25 for each additional hour or part thereof to a
maximum of \$15.00 per 24 hours
\$800.00 for “Gold Pass” a six month pre-purchase
program.
- (b) Long Term Lot First 15 minutes free
\$1.25 per hour or part thereof (includes first 15
minutes), to a maximum of \$10.00 per 24 hours
and a weekly maximum rate of \$50.00.
- (c) North End Lot & North First 24 hours free
\$6.00 for each additional 24 hours or part thereof.

14.2 CURBSIDE PARKING METERS
\$1.50 per 30 minutes

Note: All automobile parking fees include applicable taxes.

AUTOMOBILE PARKING FEES

Effective April 1, 2013

14.1 PARKING LOTS:

- (a) Short Term Lot First 15 minutes free
\$1.50 for the 1st hour or part thereof
(includes first 15 minutes)
\$2.50 for each additional hour or part thereof to a
maximum of \$18.00 per 24 hours
\$900.00 for “Gold Pass” a six month pre-purchase
program.

- (b) Long Term Lot First 15 minutes free
\$1.50 per hour or part thereof (includes first 15 minutes), to a maximum of \$11.50 per 24 hours and a weekly maximum rate of \$56.00.
 - (c) North End Lot & North Airport Way
First 24 hours free
\$7.00 for each additional 24 hours or part thereof.
- 14.2 CURBSIDE PARKING METERS
\$1.75 per 30 minutes

Note: All automobile parking fees include applicable taxes.”

And replaced with:

“14. AUTOMOBILE PARKING FEES

Effective April 1, 2013

14.1 PARKING LOTS:

- (a) Short Term Lot First 15 minutes free
\$1.50 for the 1st hour or part thereof (includes first 15 minutes)
\$2.50 for each additional hour or part thereof to a maximum of \$17.00 per 24 hours
\$845.00 for “Gold Pass” a six month pre-purchase program.
- (b) Long Term Lot First 15 minutes free
\$1.50 per hour or part thereof (includes first 15 minutes), to a maximum of \$11.00 per 24 hours and a weekly maximum rate of \$52.00.
- (c) North End Lot & North Airport Way
First 24 hours free
\$7.00 for each additional 24 hours or part thereof.

14.2 CURBSIDE PARKING METERS
\$1.75 per 30 minutes

Note: All automobile parking fees include applicable taxes.”

2. This bylaw shall come into full force and effect and be binding on all persons on April 1, 2013.
3. This bylaw may be cited for all purposes as "Bylaw No. 10819, being Amendment No. 26 to Airport Fees Bylaw No. 7982".

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

Adopted by the Municipal Council of the City of Kelowna this

Mayor

City Clerk

Report to Council



Date: March 7, 2013

Rim No. 1862-01

To: City Manager

From: D. Edstrom, Acting Director, Real Estate & Building Services

Subject: Free Downtown Parking for Small Shop Saturdays in 2013

Report Prepared by: D. Duncan, Parking Operations Coordinator

Recommendation:

THAT Council receives, for information, the report from the Acting Director, Real Estate & Building Services dated March 7, 2013, with respect to free downtown parking on three (3) Saturdays throughout 2013.

AND THAT Council approves free on-street parking in the downtown area on the following three (3) Saturdays in 2013: April 6, June 22, and one Saturday (date to be determined) during the month of October 2013.

Purpose:

To provide free parking in the downtown area on three (3) Saturdays throughout 2013.

Background:

In 2012, council approved free on-street parking on three (3) Saturdays in support of the "Small Shop Saturday" initiative, at the request of the Downtown Kelowna Association (DKA). Off-street parking in City-owned parking lots is already free on Saturdays, with the exception of the Water Street Boat Launch Lot.

DKA has requested the City's approval for complimentary downtown on-street parking again this year.

External Agency/Public Comments:

Letter received from the Executive Director of the Downtown Kelowna Association is attached to this report.

Communications Comments:

Press release will be issued to notify the public

Considerations not applicable to this report:

Internal Circulation:

Legal/Statutory Authority:

Legal/Statutory Procedural Requirements:

Existing Policy:

Financial/Budgetary Considerations:

Personnel Implications:

Alternate Recommendation:

Submitted by:

D. Edstrom, Acting Director
Real Estate & Building Services

Approved for inclusion:



J. Vos, General Manager, Community Services

cc: C. Stephens, Director, Communications
G. Wise, Manager, Bylaw Services
K. Kay, Communications Consultant, Bernard Avenue Revitalization Project

DOWNTOWN KELOWNA

February 8, 2013

Ron Forbes, Property Manager
City of Kelowna
435 Water Street
Kelowna, BC V1Y 1J4

**Re: Free Saturday Parking on 2013 Small Shop Saturdays for Downtown
Kelowna Visitors**

Dear Mr. Forbes,

Please accept this letter as our formal request to offer free Saturday parking in Downtown Kelowna to our visitors in conjunction with Downtown Kelowna's Small Shop Saturdays.

Downtown Kelowna recognizes that small businesses play a vital role in Kelowna's local economy by providing jobs and preserving the Downtown neighborhood. As a result, the Downtown Kelowna Association will be organizing three (3) "Downtown Kelowna Small Shop Saturdays" throughout 2013 to promote shopping local, supporting small businesses and the local economy, as well as raise awareness for Downtown.

We would like to request complimentary Downtown on-street parking on Saturday, April 6, 2013, Saturday, June 22, 2013 and one Saturday in October 2013 (date TBD). This is an important value added initiative for our Downtown retailers, merchants and restaurants during this campaign.

We would appreciate Council's support and approval on this very important program.

Please do not hesitate to call if you have any questions or concerns. Thank you in advance for your time and attention to this request.

Sincerely,



Peggy Athans EXECUTIVE DIRECTOR

200 – 287 Bernard Avenue
Kelowna, British Columbia V1Y 6N2
downtownkelowna.com
T. 250.862.3515
F. 250.862.5204

Report to Council



Date: March 13, 2013
Rim No. 0710-40
To: City Manager
From: Theresa Eichler, Community Planning Manager
Subject: John Howard Society - Final Report Regarding Emergency Grant

Recommendation:

THAT Council receives, for information, the report from the Community Planning Manager dated March 13, 2013, with respect to John Howard Society - Final Report Regarding Emergency Grant.

Purpose:

This report responds to a service request from Council for a report back as to how an emergency grant of \$5,000, authorized by Council in October, 2011, benefited the John Howard Society's Adult Restorative Justice Program.

Background:

In October of 2011, as part of the resolution to approve a \$5,000 emergency grant for the John Howard Society (JHS), Council requested a report back on how the emergency grant funding benefited the JHS, for its Adult Restorative Justice (ARJ) program. The grant was recommended by the Central Okanagan Foundation Grant Committee in accordance with Council Policy 218 governing Community Social Development and Emergency grants (page 4).

All grant recipients are required to sign a letter of agreement with the funding agency/Central Okanagan Foundation. Clause C 1 (h) of the letter of agreement reads as follows:

- h) submit to the Central Okanagan Foundation within 90 days of the end of the Grant term, a detailed written report that:*

- (i) specifies how the agreed upon measurable performance targets were met; provides Project statistics and supplementary data as they relate to project goals, objectives and outcomes;*
- (ii) provides for effective monitoring of the relationships between needs and services and for cost sharing¹ with other levels of government; and,*
- (iii) includes a financial statement prepared in accordance with GAAP and certified correct by the Directors of the Agency or an independent auditor, showing all revenue and expenses related to the Project and detailing how the Grant funds were dispersed*

The JHS submitted the final report providing the required information on March 4th, 2013. In its report the JHS indicated that the emergency grant was used to address a doubling of referrals by the RCMP to the Adult Restorative Justice program between 2010 and 2011. Demand continued to increase significantly through 2012; in total, 150 referrals from the RCMP from December 2011 to December 2012. The \$5,000 grant funded training to realize enhanced efficiencies in staff, and volunteer resources, stabilizing the program and enabling it to meet increased demand.

This report meets the requirements of the letter of agreement to the satisfaction of the Central Okanagan Foundation (COF) and addresses Council's service request. City Staff are supportive of the outcome.

Internal Circulation:

Director of Finance
Director of Communications
City Clerk

Legal/Statutory Authority:

Section 176, Local Government Act

Legal/Statutory Procedural Requirements:

Council Policy 218 sets the procedural requirements of the Emergency Grant Program.

Existing Policy:

Official Community Plan

Objective 10.1 Promote social well-being and quality of life by providing facilities and services for all community members.

Policy .1 Distribution of Community Resources. Appropriately distribute and locate community resources (such as libraries, parks, meeting places, community policing, recreation services etc.) so that all neighbourhoods have convenient access.

Financial/Budgetary Considerations:

A grant of \$5,000 to the John Howard Society was authorized by Council in October, 2011, for its Adult Restorative Justice Program. Ten percent of the grant is held back until a final report is submitted following completion of the work that was funded.

¹ For an emergency grant, this should include a detailed plan for future funding of services.

External Agency/Public Comments:

The Central Okanagan Foundation administers the Emergency Grant Program and COF Staff have advised that the JHS final report meets the grant program requirements.

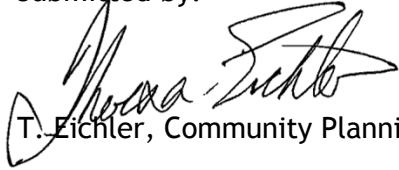
Considerations not applicable to this report:

Personnel Implications:

Alternate Recommendation:

Communications Comments:

Submitted by:



T. Eichler, Community Planning Manager

Approved for inclusion:



S. Gambacort, Acting Director of Policy and Planning

cc: A/General Manager, Community Sustainability
Director of Communication
Director of Finance
City Clerk