

**City of Kelowna
Regular Council Meeting
AGENDA**



Monday, March 30, 2015
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

4 - 7

Regular PM Meeting - March 16, 2015

3. Development Application Reports & Related Bylaws

3.1 4975 Buckhaven Court, OCP15-0003 & Z14-0057 - Vincent & Pamela Blaskovich

8 - 18

To consider Official Community Plan Amendment and Rezoning applications to amend the Future Land Use designations and rezone portions of the subject property to facilitate the development of a single family residential subdivision.

3.2 4975 Buckhaven Court, BL11072 (OCP15-0003) - Vincent & Pamela Blaskovich

19 - 20

Requires a majority of all members of Council (5).

To give Bylaw No. 11072 first reading in order to change the future land use designations of portions of the subject property.

3.3 4975 Buckhaven Court, BL11073 (Z14-0057) - Vincent & Pamela Blaskovich

21 - 22

To give Bylaw No. 11073 first reading in order to rezone portions of the subject property.

4. Non-Development Reports & Related Bylaws

4.1 Snow & Ice Control and the Extraordinary Event of 2015 23 - 39

To update Council on the Snow & Ice control effort and challenges faced in 2015.

4.2 Amendment to Solid Waste Management Regulation Bylaw No. 10106 40 - 41

The purpose of this bylaw amendment is to reduce the Solid Waste Reduction fee in light of changes to the delivery of the Recycling component of the City's Solid Waste Management program.

4.3 BL11076 - Amendment No. 7 to Solid Waste Bylaw No. 10106 42 - 42

To give Bylaw No. 11076 first, second and third readings in order to amend Solid Waste Bylaw No. 10106.

4.4 Wildfire Fuel Mitigation through Controlled Burning on City Property 43 - 46

To request support to complete controlled burning of wildfire fuels on city-owned property in the McKinley area through a burning permit issued by the Kelowna Fire Department and supervised by the Kelowna Fire Department in difficult access areas to reduce the wildfire hazard.

4.5 Kelowna Fire Department (KFD) Fire Equipment Capital Reserve 47 - 53

The purpose is to obtain Council's approval, in principle, of the 2015-2035 Fire Equipment Capital Reserve Plan and the approval to increase the 2015 Capital budget amount of \$600,000 to \$730,000 to purchase a fire engine. Furthermore, to address an emergent need approval for an additional 2015 capital expenditure of \$730,000 to replace a fire engine as the result of a failed mechanical assessment.

4.6 2-2323 Hunter Road - Property Leased to City of Kelowna 54 - 71

To obtain Council support to enter into a one (1) year Lease Agreement with a one (1) year renewal term for industrial storage space with Modot Ventures Inc. as required by the City's Building Services department.

5. Bylaws for Adoption (Non-Development Related)

5.1 BL11023 - Amendment No. 2 to Parks and Public Spaces Bylaw No. 10680 72 - 108

To adopt Bylaw No. 11023 in order to amend Parks and Public Spaces Bylaw No. 10680.

5.2 BL11024 - Amendment No. 10 to Bylaw Notice Enforcement Bylaw No. 10475 109 - 110

To adopt Bylaw No. 11024 in order to amend Bylaw Notice Enforcement Bylaw No. 10475.

6. Mayor and Councillor Items

7. Termination



City of Kelowna Regular Council Meeting Minutes

Date: Monday, March 23, 2015
 Location: Council Chamber
 City Hall, 1435 Water Street

Members Present Deputy Mayor Singh, Councillors Maxine DeHart, Ryan Donn, Gail Given, Charlie Hodge and Luke Stack

Members Absent Mayor Colin Basran, Councillors Tracy Gray and Brad Sieben

Staff Present City Manager, Ron Mattiussi; City Clerk, Stephen Fleming; Subdivision, Agriculture & Environment Planner, Damien Burggraeve*; Parks Services Manager, Ian Wilson*; Bylaw Services Manager, Greg Wise*; Council Recording Secretary, Arlene McClelland

(* denotes partial attendance)

1. Call to Order

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

Deputy Mayor Singh 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 Hodge/Seconded By Councillor Donn

R211/15/03/23 THAT the Minutes of the Regular Meetings of March 16, 2015 be confirmed as circulated.

Carried

3. Committee Reports

3.1 Board of Variance Member Appointments

Moved By Councillor Donn/Seconded By Councillor DeHart

R212/15/03/23 THAT Council receives for information the Board of Variance Member Appointments report of the City Clerk dated March 23, 2015;

AND THAT Council appoints as members to the Board of Variance, for the term ending October 31, 2018, Jane Fleming, Al Horning, Shirley Staley, and James Stuart.

Carried

4. Development Application Reports & Related Bylaws

4.1 341 Clifton Road (Z13-0035), Extension Request - Adrian Hazzi & Mandi Moore

Staff:

- Provided a PowerPoint presentation summarizing the application.

Moved By Councillor Given/Seconded By Councillor Stack

R213/15/03/23 THAT in accordance with Development Application Procedures Bylaw No. 10540, the deadline for the adoption of Zone Amending Bylaw No. 10892, for Lot 5, Section 31, Township 26, ODYD, Plan 10686, located at 341 Clifton Road, Kelowna, BC, be extended from November 5, 2014 to November 5, 2015.

Carried

5. Bylaws for Adoption (Development Related)

5.1 4065 Lakeshore Road, BL11042 (Z14-0040) - City of Kelowna

Moved By Councillor Hodge/Seconded By Councillor Given

R214/15/03/23 THAT Bylaw No. 11042 be adopted.

Carried

5.2 1020 Sutcliffe Court, BL11043 (LUC14-0001) - 1009440 BC Ltd.

Moved By Councillor Hodge/Seconded By Councillor Donn

R215/15/03/23 THAT Bylaw No. 11043 be adopted.

Carried

5.3 1020 Sutcliffe Court, BL11044 (Z14-0043) - 1009440 BC Ltd.

Moved By Councillor Hodge/Seconded By Councillor Donn

R216/15/03/23 THAT Bylaw No. 11044 be adopted.

Carried

6. Non-Development Reports & Related Bylaws

6.1 Parks and Public Spaces Bylaw Update

Staff:

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

Moved By Councillor Hodge/Seconded By Councillor DeHart

R217/15/03/23 THAT Council receive for information the report from the Park Services Manager, dated March 2, 2015 recommending changes to the Parks and Public Spaces Bylaw;

AND THAT Bylaw No. 11023 being Amendment No. 2 to Parks and Public Spaces Bylaw No.10680 be given reading consideration;

AND FURTHER THAT Bylaw No. 11024 being "Amendment No. 10 to Bylaw Notice Enforcement Bylaw No. 10475" be given reading consideration.

Carried

6.2 BL11023 - Amendment No. 2 to Parks and Public Spaces Bylaw No. 10680

City Clerk:

- Recommended adding to Bylaw No. 11023, Section 3.42 the words "hot air or passenger" before "balloon" prior to reading consideration.

Council:

- Agreed to the additional wording in Bylaw No. 11023.

Moved By Councillor Stack/Seconded By Councillor DeHart

R218/15/03/23 THAT Bylaw No. 11023 be read a first, second and third time.

Carried

6.3 BL11024 - Amendment No. 10 to Bylaw Notice Enforcement Bylaw No. 10475

Moved By Councillor DeHart/Seconded By Councillor Stack

R219/15/03/23 THAT Bylaw No. 11024 be read a first, second and third time.

Carried

6.4 1079, 1050 & 1200 Curtis Road (Portion of Road Adjacent to) - Partial Road Closure

Moved By Councillor Donn/Seconded By Councillor Hodge

R220/15/03/23 THAT Council receive for information the Report from the Manager, Real Estate Services dated March 23, 2015, recommending that Council adopt a Road Closure Bylaw to close an unused portion of roadway adjacent to 1079, 1050 and 1200 Curtis Road;

AND FURTHER THAT Bylaw No. 11050, being the proposed closure of a portion of Curtis Road adjacent to 1079, 1050 and 1200 Curtis Road, be given reading consideration.

Carried

6.5 1079, 1050 & 1200 Curtis Road (Portion of Road Adjacent to), BL11050 - Road Closure Bylaw

Moved By Councillor DeHart/Seconded By Councillor Stack

R221/15/03/23 THAT Bylaw No. 11050 be read a first, second and third time.

Carried

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

7.1 **BL11070 - Amendment No. 6 to Miscellaneous Fees and Charges Bylaw No. 9381**

Moved By Councillor DeHart/Seconded By Councillor Stack

R222/15/03/23 THAT Bylaw No. 11070 be adopted.

Carried

8. **Mayor and Councillor Items**

Councillor Donn:

- Reminder of the Maple Fest Family Day and Okanagan Arts Awards Event both being held on Saturday, March 28th at the Rotary Centre for the Arts.

Councillor Hodge:

- Will be attending the Habitat for Humanity Fundraiser Event in Peachland this Thursday, March 26th.

9. **Termination**

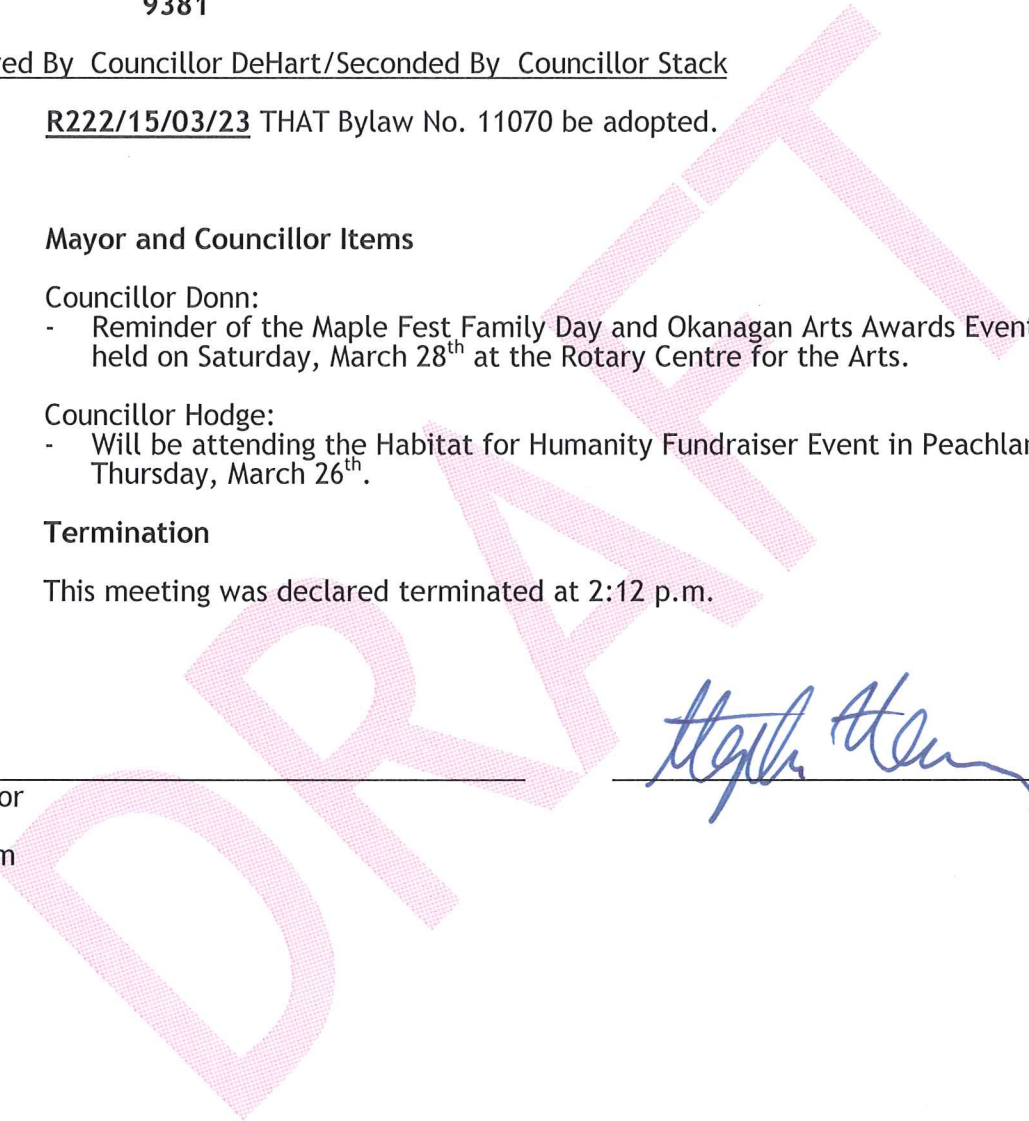
This meeting was declared terminated at 2:12 p.m.

Mayor

/acm



City Clerk



REPORT TO COUNCIL



Date: March 18, 2015

RIM No. 1250-30

To: City Manager

From: Subdivision, Agriculture & Environment, Community Planning & Real Estate (LB)

Application: OCP15-0003 / Z14-0057 **Owner:** Vincent & Pamela Blaskovich

Address: 4975 Buckhaven Court **Applicant:** Dave Lange

Subject: Official Community Plan Amendment and Rezoning Application

Existing OCP Designation: MRC - Multiple Unit Residential - Cluster Housing
PARK - Major Park / Open Space
S2RES - Single / Two Unit Residential
S2RESH - Single / Two Unit Residential - Hillside

Proposed OCP Designation: PARK - Major Park / Open Space
PSU - Public Services / Utilities
S2RES - Single / Two Unit Residential

Existing Zone: A1 - Agriculture 1

Proposed Zone: P3 - Parks and Open Space
P4 - Utilities
RU1 - Large Lot Housing

1.0 Recommendation

THAT Official Community Plan Bylaw Amendment No. OCP15-0003 to amend Map 4.1 of the Kelowna 2030 - Official Community Plan Bylaw No. 10500, by changing the Future Land Use designation of portions of Lot A, Sections 20 and 29, Township 29, SDYD, Plan KAP44335, Except Plans KAP92565, EPP23066 and EPP31364, located on 4975 Buckhaven Court, Kelowna, BC from the MRC - Multiple Unit Residential - Cluster Housing designation to the PARK - Major Park / Open Space, PSU - Public Services / Utilities and S2RES - Single / Two Unit Residential designations, from the S2RES - Single / Two Unit Residential designation to the PARK - Major Park / Open Space and PSU - Public Services / Utilities designations, and from the S2RESH - Single / Two Unit Residential - Hillside designation to the PARK - Major Park / Open Space and S2RES - Single / Two Unit Residential designations, as shown on Map "A" attached to the Report of the Subdivision, Agriculture & Environment Department, dated March 18, 2015, be considered by Council;

AND THAT Council considers the Public Hearing public process to be appropriate consultation for the purpose of Section 879 of the Local Government Act, as outlined in the Report of the Subdivision, Agriculture & Environment Department, dated March 18, 2015;

AND THAT Rezoning Application No. Z14-0057 to amend the City of Kelowna Zoning Bylaw No. 8000 by changing the zoning classification of portions of Lot A, Sections 20 and 29, Township 29, SDYD, Plan KAP44335, Except Plans KAP92565, EPP23066 and EPP31364, located on 4975 Buckhaven Court, Kelowna, BC, from the A1 - Agriculture 1 zone to the P3 - Parks and Open Space, P4 - Utilities and RU1 - Large Lot Housing zones, as shown on Map "B" attached to the Report of the Subdivision, Agriculture & Environment Department, dated March 18, 2015, 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 FURTHER THAT final adoption of the Official Community Plan Bylaw Amendment Bylaw and the Zone Amending Bylaw be considered subsequent to the issuance of a Preliminary Layout Review Letter by the Approving Officer.

2.0 Purpose

To consider Official Community Plan Amendment and Rezoning applications to amend the Future Land Use designations and rezone portions of the subject property to facilitate the development of a single family residential subdivision.

3.0 Subdivision, Agriculture & Environment

Staff support the proposal to amend the Future Land Use designations and rezone portions of the subject property for Phase 3 of The Ponds Bellevue development. This application is intended to align the OCP designations and zoning with the proposed subdivision layout. Through more detailed site assessments, the applicant identified the environmentally sensitive areas and prepared a preliminary lot layout, which has been submitted for staff review.

In fulfillment of Council Policy No. 367 respecting public consultation, the applicant undertook neighbour consultation by directly contacting neighbouring properties. As staff understand it, no major concerns were identified during this consultation. Some property owners expressed support for the amount of parkland being dedicated through this development, as well as support for an extension of the large lot housing format created in Phase 2. To date, staff have not been contacted with any questions or concerns regarding this application.

OCP Amendments

The applicant is seeking to amend the OCP Future Land Use designation on portions of the subject property to better reflect site conditions and environmentally sensitive areas identified through detailed site assessments. The existing Future Land Use designations were based on work completed through the Neighbourhood 3 Area Structure Plan. It is common for developers to request refinements to the Future Land Use designations when more detailed work has been prepared for the preliminary subdivision layout.

The S2RESH - Single / Two Unit Residential - Hillside designation is intended to facilitate single family residential development that is sensitive to the site's topography. Much of the portion of the property currently designated S2RESH will be amended to the PARK - Major Park / Open Space designation around Mair Pond and south of Bellevue Creek, protecting the environmentally sensitive areas and natural features. The applicant has submitted a report outlining planned improvements to the dam at Mair Pond, which is being reviewed along with the subdivision application.

The other areas currently designated S2RESH in the far east and west portions of the property will be amended to the S2RES - Single / Two Unit Residential designation to connect with the

existing S2RES areas and facilitate contiguous lot development. Through the subdivision process the applicant may be required to register no build / no disturb covenants on portions of some lots to protect steep slopes.

The MRC - Multiple Unit Residential - Cluster Housing designation is generally used to reduce environmental impacts of residential development in areas with steeper slopes. The existing MRC designation on the subject property covers a relatively small area without significant topography and the applicant is proposing to develop only large lot single family dwellings. The portion of the MRC designation with steeper slopes will be amended to the PARK designation, tying in with the natural area along Bellevue Creek. The remainder will be amended to the PSU - Public Services / Utilities designation to accommodate the placement of a temporary water booster pump to service this proposed phase of The Ponds.

Downstream of Mair Pond, some of the area currently designated S2RES will be amended to the PARK designation to allow a drainage connection and wildlife corridor between Mair Pond and Bellevue Creek. A small portion of land designated S2RES in the west portion of the subject property will be amended to the PSU designation for the temporary water booster pump.

Rezoning

The rezoning application is consistent with the proposed OCP Future Land Use amendments. The P3 - Parks and Open Space zone will align with the PARK designations around Mair Pond and Bellevue Creek. The P4 - Utilities is consistent with the PSU designation in the northwest portion of the property. The residential development will be zoned RU1 - Large Lot Housing in keeping with the S2RES designation in the central area for Phase 3 of The Ponds Bellevue. Approximately 31 single family residential lots will be created through this development, extending from Fawn Run Road in Phase 2 to the west.

4.0 Proposal

4.1 Project Description

The subject property is located in the City's Southwest Mission Sector and is Phase 3 of The Ponds Bellevue development. This forms part of the Neighbourhood 3 Area Structure Plan, which was finalized in 2007 under the larger Southwest Okanagan Mission Sector Plan. As a whole, The Ponds is a predominantly single family residential development with a commercial centre and low and medium density residential development around the intersection of Gordon Drive and Frost Road. Residential development in Phases 1 and 2 of The Ponds Bellevue was approved through previous development applications. Phase 3 is intended to create approximately 31 single family residential lots.

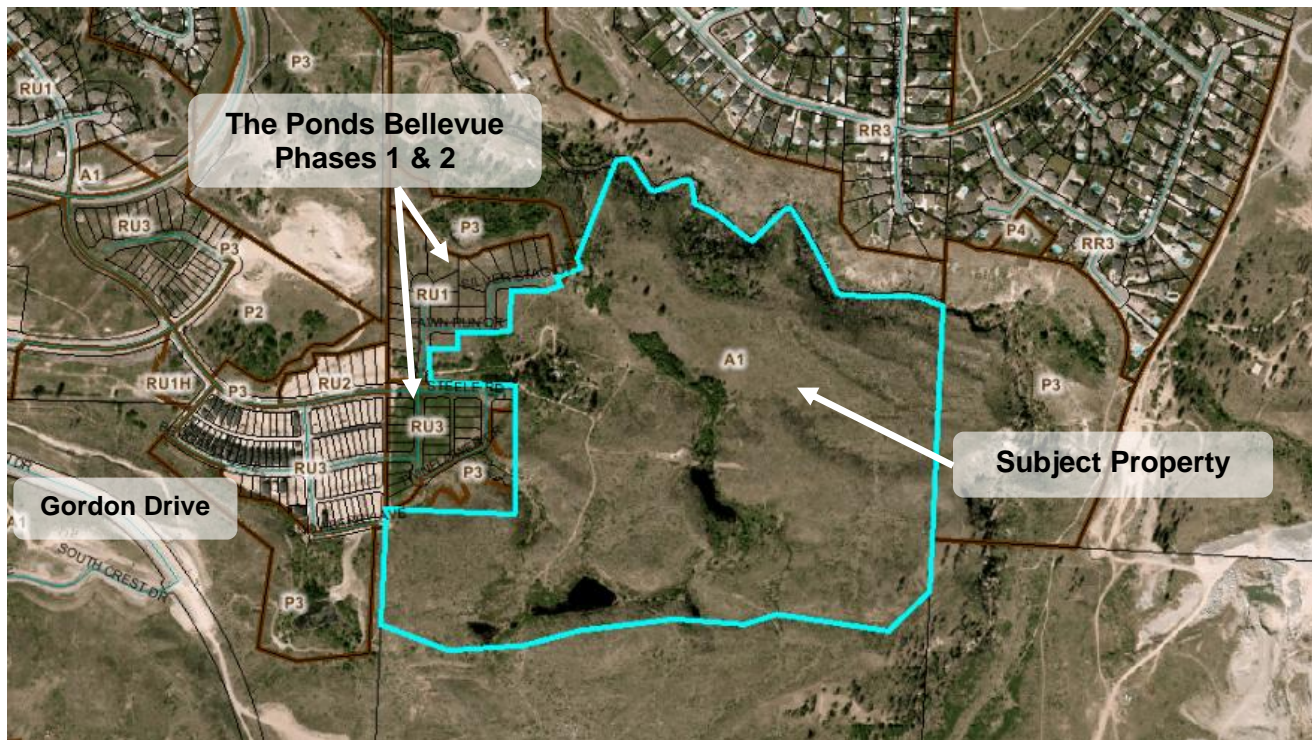
4.2 Site Context

The subject portion of the property is located immediately south of Bellevue Creek and east of Phase 2 of The Ponds Bellevue development along Silver Stag Court and Fawn Run Road. Future development is anticipated within the subject property to the east and south.

Specifically, adjacent land uses are as follows:

Orientation	Zoning	Land Use
North	A1 - Agriculture 1	Bellevue Creek Regional Park
East	A1 - Agriculture 1 P3 - Parks and Open Space	Open space Canyon Falls Park
South	A1 - Agriculture 1	Open space / vacant land
West	A1 - Agriculture 1 P3 - Parks and Open Space RU1 - Large Lot Housing	Open space / vacant land Ponds Community Park Single family residential

Subject Property Map: 4975 Buckhaven Court



5.0 Current Development Policies

5.1 Kelowna Official Community Plan (OCP)

Development Process

Accessibility Measures.¹ Review all development proposals to ensure that accessibility needs have been addressed in compliance with City Guidelines for Accessibility in Outdoor Areas. Consult with stakeholders and/or other appropriate agencies, as required, to ensure accessibility measures in development projects are addressed.

Maximize Pedestrian / Cycling Connectivity.² Require that pedestrian and cyclist movement and infrastructure be addressed in the review and approval of all City and private sector developments, including provision of sidewalks and trails and recognition of frequently used connections and informal pedestrian routes. With new developments, require dedication of on-

¹ City of Kelowna Official Community Plan, Policy 5.6.1 (Development Process Chapter).

² City of Kelowna Official Community Plan, Policy 5.10.1 (Development Process Chapter).

site walking and cycling paths where necessary to provide links to adjacent parks, schools, transit stops, recreation facilities, employment nodes, cul-de-sacs and large activity areas.

Dedication of Linear Parks.³ At subdivision and rezoning for all development types secure a minimum 10-metre wide linear corridor for public access as included in Table 5.1 Linear Park - Public Access and/or are shown on Map 5.9 - Linear Corridors / Paths. The 10-metre wide corridor may be in addition to, and outside, any riparian management area requirements imposed through the Environmental Development Permit (see Chapter 12) requirements of the OCP. On the private property side of the public access corridor, the City may, as necessary, consider stipulating additional “no disturb” zones. Lot line adjustments or other subdivision applications not resulting in the creation of new lots suitable for the construction of buildings permitted under the applicable zoning will be considered exempt from this policy. Linear trail corridors can have the following tenure which will be determined by staff at the time of subdivision or rezoning:

- Titled property in the name of the city as a park, protected area; or
- Road reserve right of way; or
- Statutory right of way.

Protect Sensitive Areas.⁴ Sensitive environmental areas and riparian management areas (RMA) will be protected by siting trails beyond their boundaries, unless there are absolutely no alternatives.

Environmentally Sensitive Area Linkages.⁵ Ensure that development activity does not compromise the ecological function of environmentally sensitive areas and maintains the integrity of plant and wildlife corridors.

Steep Slopes.⁶ Prohibit development on steep slopes (+30% or greater for a minimum distance of 10 metres) except where provided for in ASPs adopted or subdivisions approved prior to adoption of OCP Bylaw 10500.

6.0 Technical Comments

6.1 Building & Permitting Department

- Building requirements for drainage and lot grading requirements in the form of a new report from the geotechnical engineer and hydrological engineer due to the amount of groundwater issues showing up in previous phases.

6.2 Development Engineering Department

- See attached memorandum, dated December 10, 2014.

6.3 Fire Department

- Ensure Fire Department access is appropriate as per the BC Building Code 2012 Division B, Part 3.2.5.6, and the City of Kelowna Subdivision Bylaw No. 7900.
- Ensure the length of the cul-de-sac does not exceed the requirements of the Bylaw.

³ City of Kelowna Official Community Plan, Policy 5.14.2 (Development Process Chapter).

⁴ City of Kelowna Official Community Plan, Policy 5.14.4 (Development Process Chapter).

⁵ City of Kelowna Official Community Plan, Policy 5.15.3 (Development Process Chapter).

⁶ City of Kelowna Official Community Plan, Policy 5.15.12 (Development Process Chapter).

- Fire flows and hydrants as per the BC Building Code and City of Kelowna Subdivision Bylaw No. 7900.
- Should this subdivision be a strata community, the hydrants installed shall be deemed private hydrants.
- All applicable sections of the Fire and Life Safety Bylaw No. 10760 shall be met.
- The laneways are not considered Fire Department access unless they meet all the BC Building Code and Bylaw requirements for access. Ensure the lots are addressed off of a roadway and not a lane.

7.0 Application Chronology

Date of Application Received: November 25, 2014
Date Public Consultation Completed: February 6, 2015

Report prepared by:

Laura Bentley, Planner

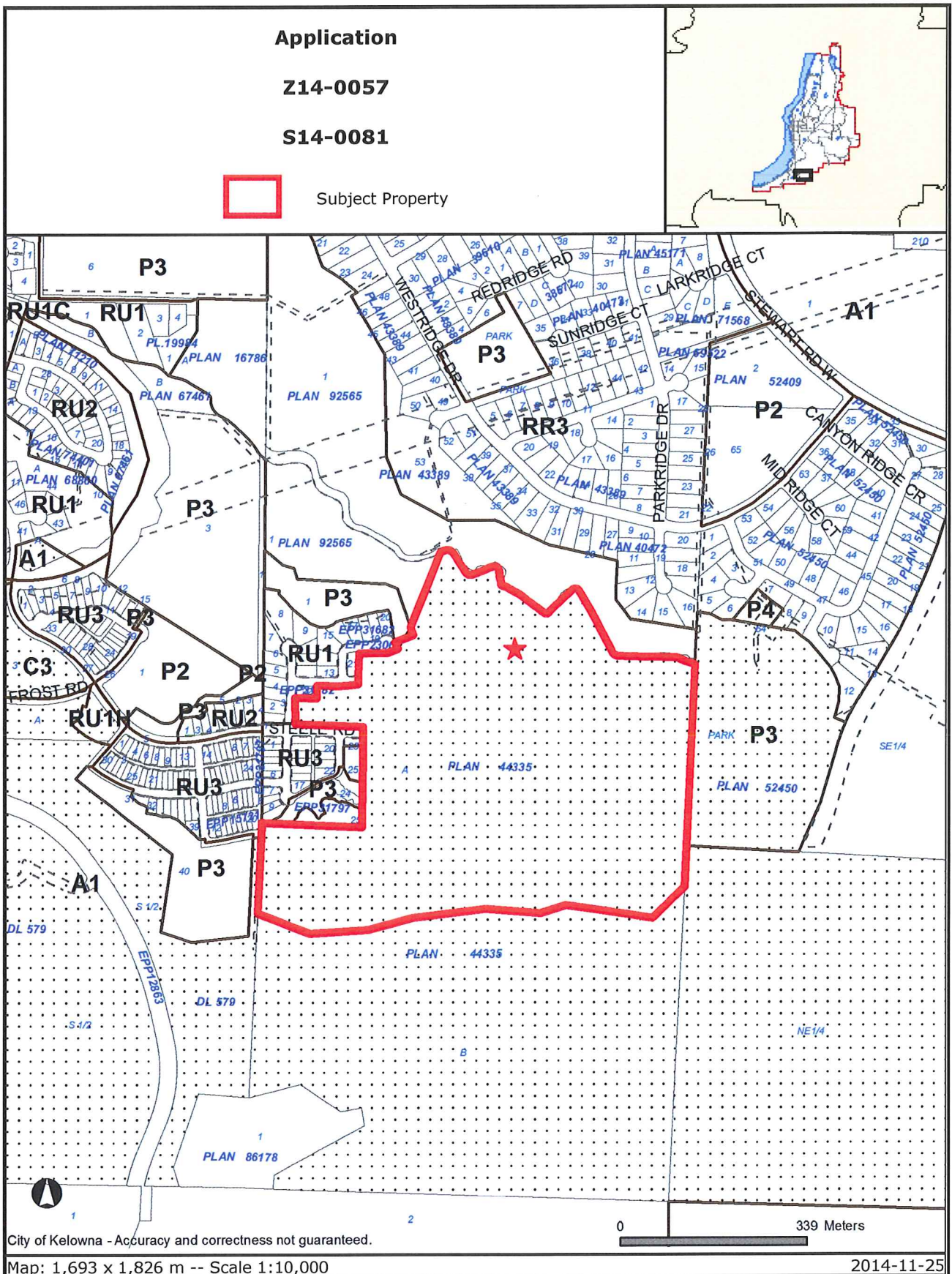
Approved for Inclusion:



Shelley Gambacort, Subdivision, Agriculture & Environment
Services Director

Attachments:

Subject Property Map
Map "A"
Map "B"
Preliminary Subdivision Layout
Development Engineering Memorandum



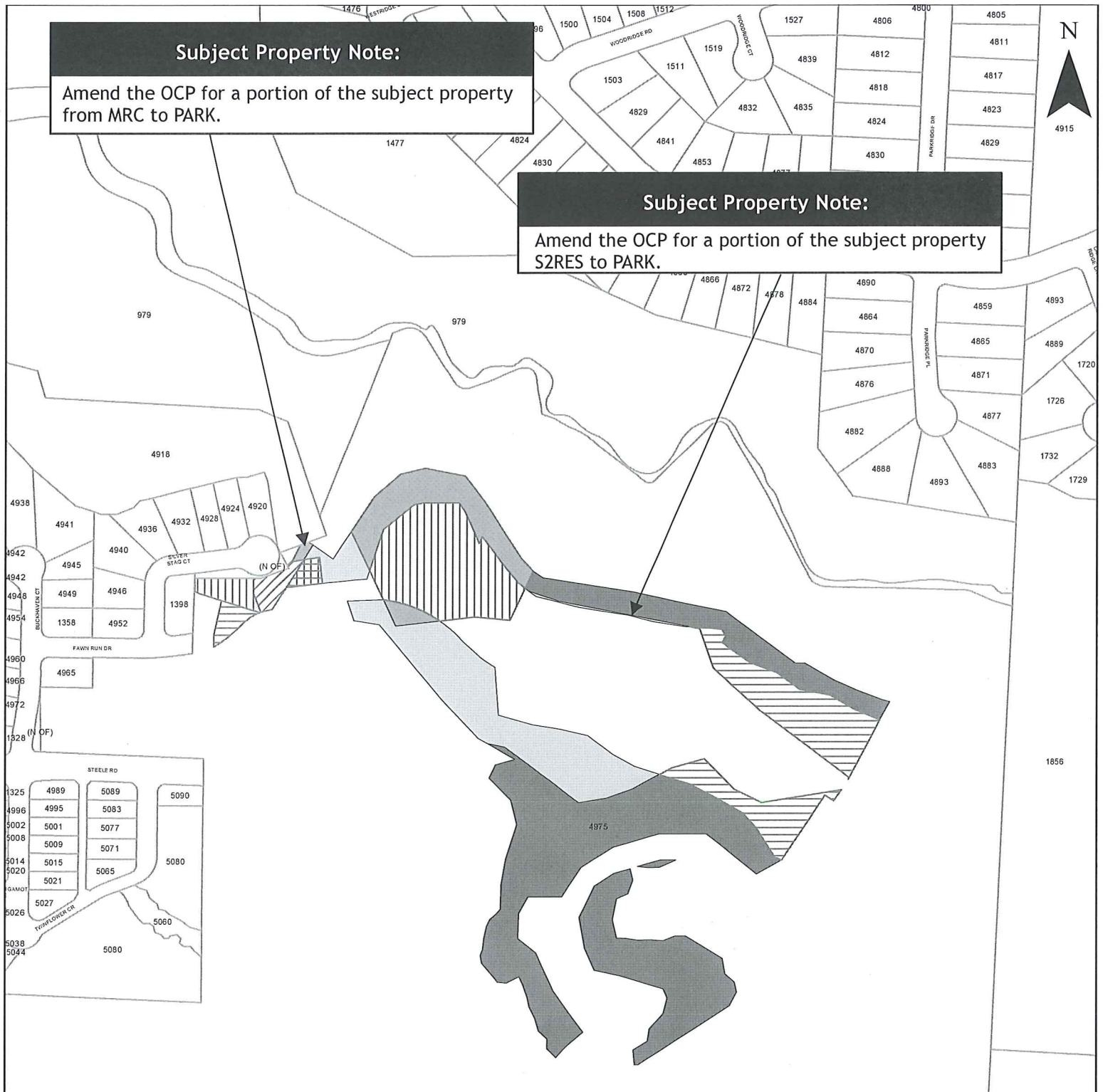
Certain layers such as lots, zoning and dp areas are updated bi-weekly. This map is for general information only.
 The City of Kelowna does not guarantee its accuracy. All information should be verified.

Subject Property Note:

Amend the OCP for a portion of the subject property from MRC to PARK.

Subject Property Note:

Amend the OCP for a portion of the subject property S2RES to PARK.



**MAP "A" OCP AMENDMENT
FILE #OCP15-0003**

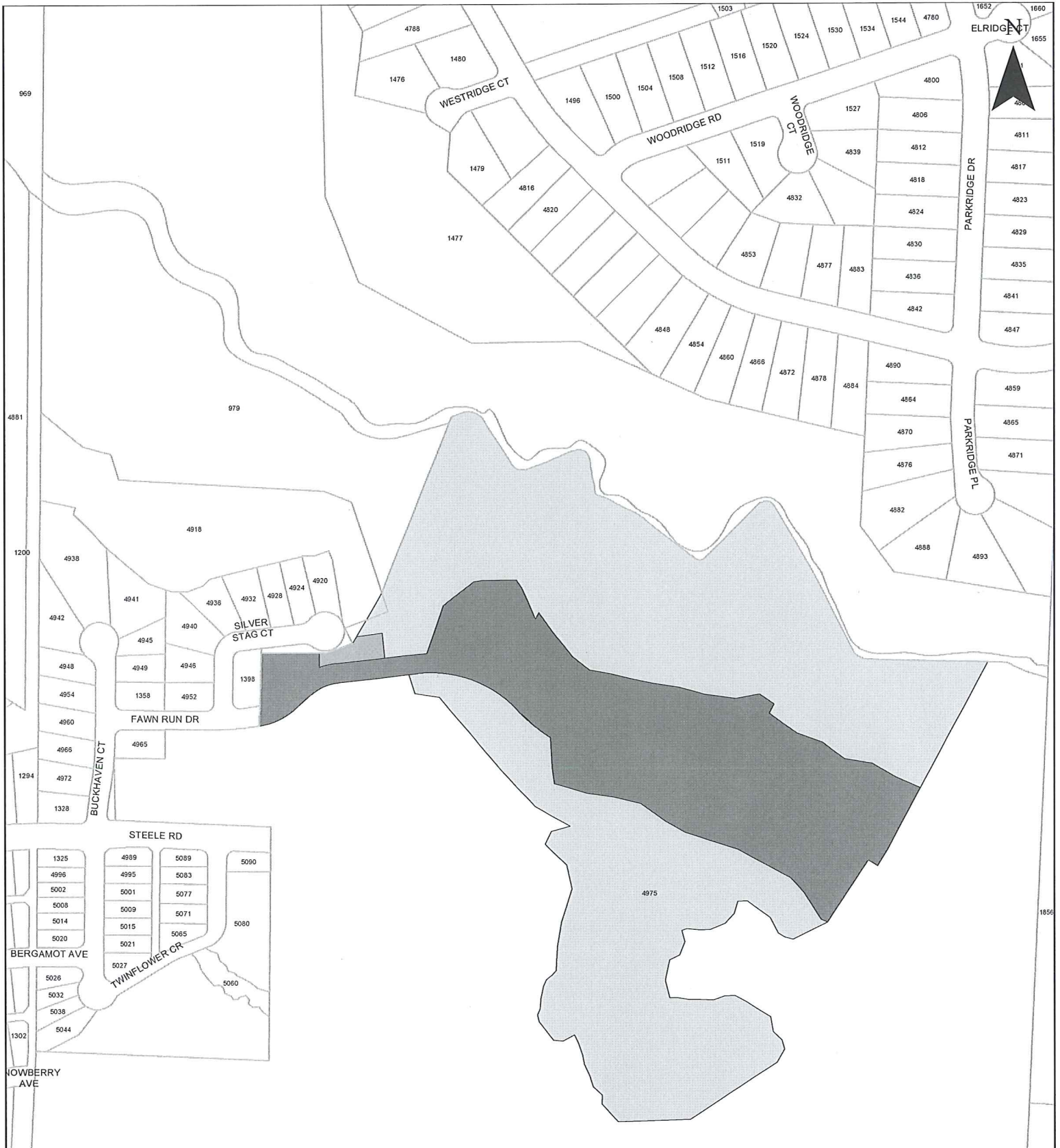
-  Legal Parcel
-  MRC to PARK
-  MRC to PSU
-  MRC to S2RES
-  S2RES to PARK
-  S2RES to PSU
-  S2RESH to PARK
-  S2RESH to S2RES

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

0 50 100 Metres

Rev. 3/5/2015



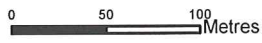


MAP "B" PROPOSED ZONING

File #Z14-0057

- A1 to P3
- A1 to P4
- A1 to RU1

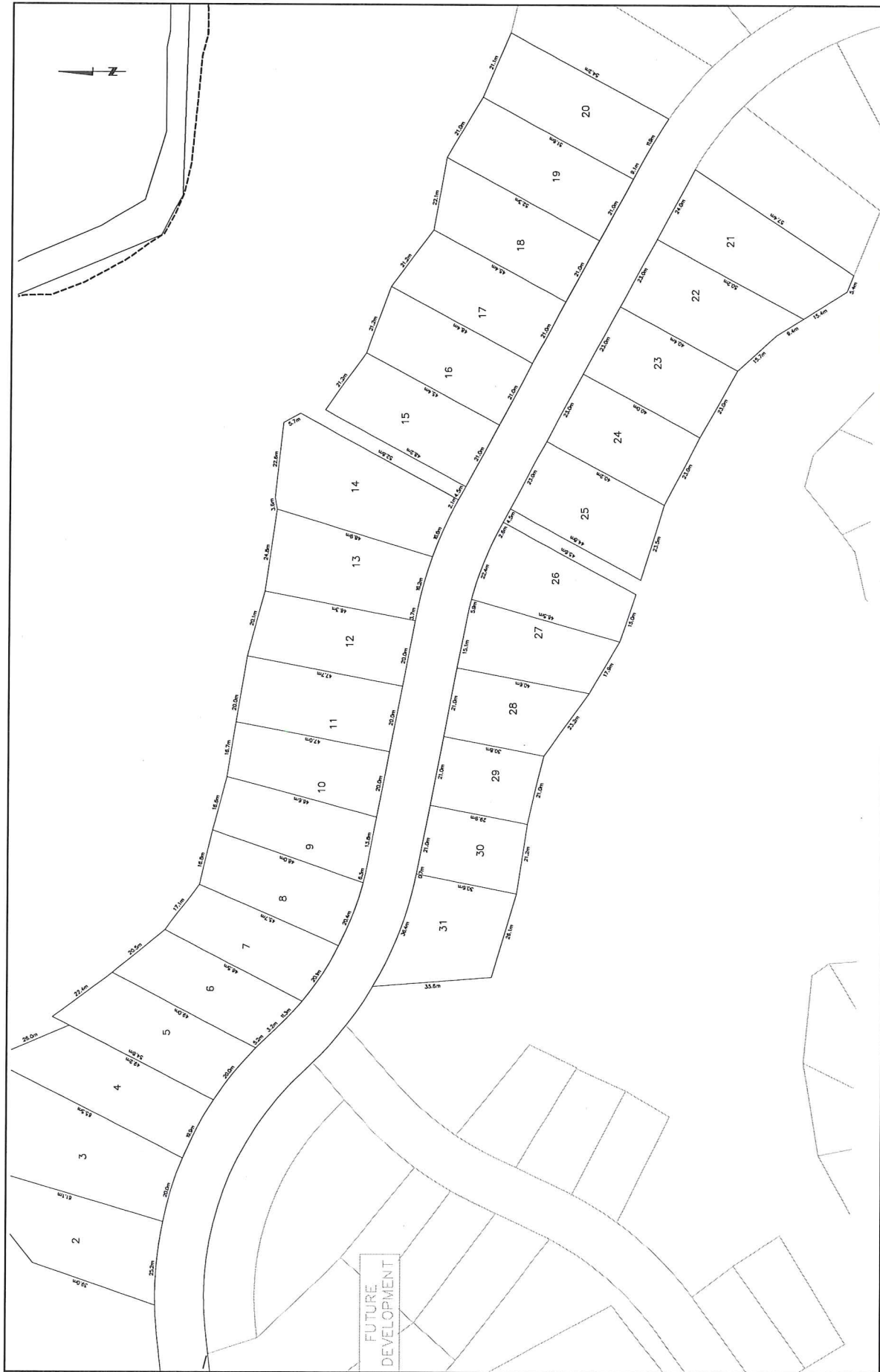
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Rev. 3/5/2015



(8 OF)



WSP WSP CONSULTING INC. 1000 WEST 10TH AVENUE, SUITE 100 DENVER, CO 80202 PHONE: (303) 733-1000 FAX: (303) 733-1001		THE CITY OF KELOWNA DESIGN AND CONSTRUCTION MAIR DEVELOPMENTS BELLEVUE PHASE 3 LOT DIMENSION PLAN		DIVISION DIM2 REV NO 1
DATE: MARCH 2016 SCALE: 1/8" = 1'-0"		DESIGNER: [] APPROVED: [] DATE: []		
WSP CONSULTING INC. 1000 WEST 10TH AVENUE, SUITE 100 DENVER, CO 80202 PHONE: (303) 733-1000 FAX: (303) 733-1001		SCALE NOT ACCURATE OVER LONG DISTANCES		
NO. 177/AM/02 BY REVISION		FOR INFORMATION DATE: 15/03/17 NAME: [] NO. []		
NAD 83 INTERSECTION BASE POINT: 300,000, 530,000 LOCATION AND ADJUSTMENT OF SURVEY DATA IN THIS PLAN WAS PERFORMED IN ACCORDANCE WITH THE SURVEYING ACT AND REGULATIONS IN BRITISH COLUMBIA. THE CITY OF KELOWNA ACCEPTS THE LIABILITY FOR THE USE OF THESE DATA.		DIMENSION LINE WATER POWER POLE LAMP STANDARD STORM SEWER GAS U/P TELEPHONE U/P ELECTRICAL		
LEGEND: DIMENSION LINE WATER POWER POLE LAMP STANDARD STORM SEWER GAS U/P TELEPHONE U/P ELECTRICAL		DIMENSION LINE WATER POWER POLE LAMP STANDARD STORM SEWER GAS U/P TELEPHONE U/P ELECTRICAL		


CITY OF KELOWNA
MEMORANDUM

Date: December 10 2014
File No.: Z14-0057
To: Land Use Management (DB)
From: Development Engineering Manager
Subject: 4975 Buckhaven Ct Plan 44335 Lot A **Ponds Bellevue PH3**

The Development Engineering Branch comments and requirements regarding this application to rezone from A-1 to RU-1 are as follows:

The Development Engineering Technologist for this project is John Filipenko. AScT

All servicing requirements associated with the proposed rezoning as well as the preliminary layout review have been addressed in the subdivision application under file S14-0081.



Steve Muenz, P. Eng.
Development Engineering Manager

JF

CITY OF KELOWNA

BYLAW NO. 11072

Official Community Plan Amendment No. OCP15-0003 - Vincent and Pamela Blaskovich 4975 Buckhaven Court

A bylaw to amend the "*Kelowna 2030* - Official Community Plan Bylaw No. 10500".

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

1. THAT Map 4.1 - **GENERALIZED FUTURE LAND USE** of "*Kelowna 2030* - Official Community Plan Bylaw No. 10500" be amended by changing the Generalized Future Land Use designation of portions of Lot A, Sections 20 and 29, Township 29, SDYD, Plan KAP44335, Except Plans KAP92565, EPP23066 and EPP31364, located on Buckhaven Court, Kelowna, B.C., from the MRC - Multiple Unit Residential - Cluster Housing designation to the PARK - Major Park/Open Space designation, the PSU - Public Services/Utilities designation and the S2RES - Single/Two Unit Residential designation, from the S2RES - Single/Two Unit Residential designation to the PARK - Major Park/Open Space designation and the PSU - Public Services/Utilities designation and from the S2RESH - Single/Two Unit Residential - Hillside designation to the PARK - Major Park/Open Space designation and S2RES - Single/Two Unit Residential designation as per Map "A" attached to and forming part of this bylaw;
2. This bylaw shall come into full force and effect and is binding on all persons as and from the date of adoption.

Read a first time by the Municipal Council this

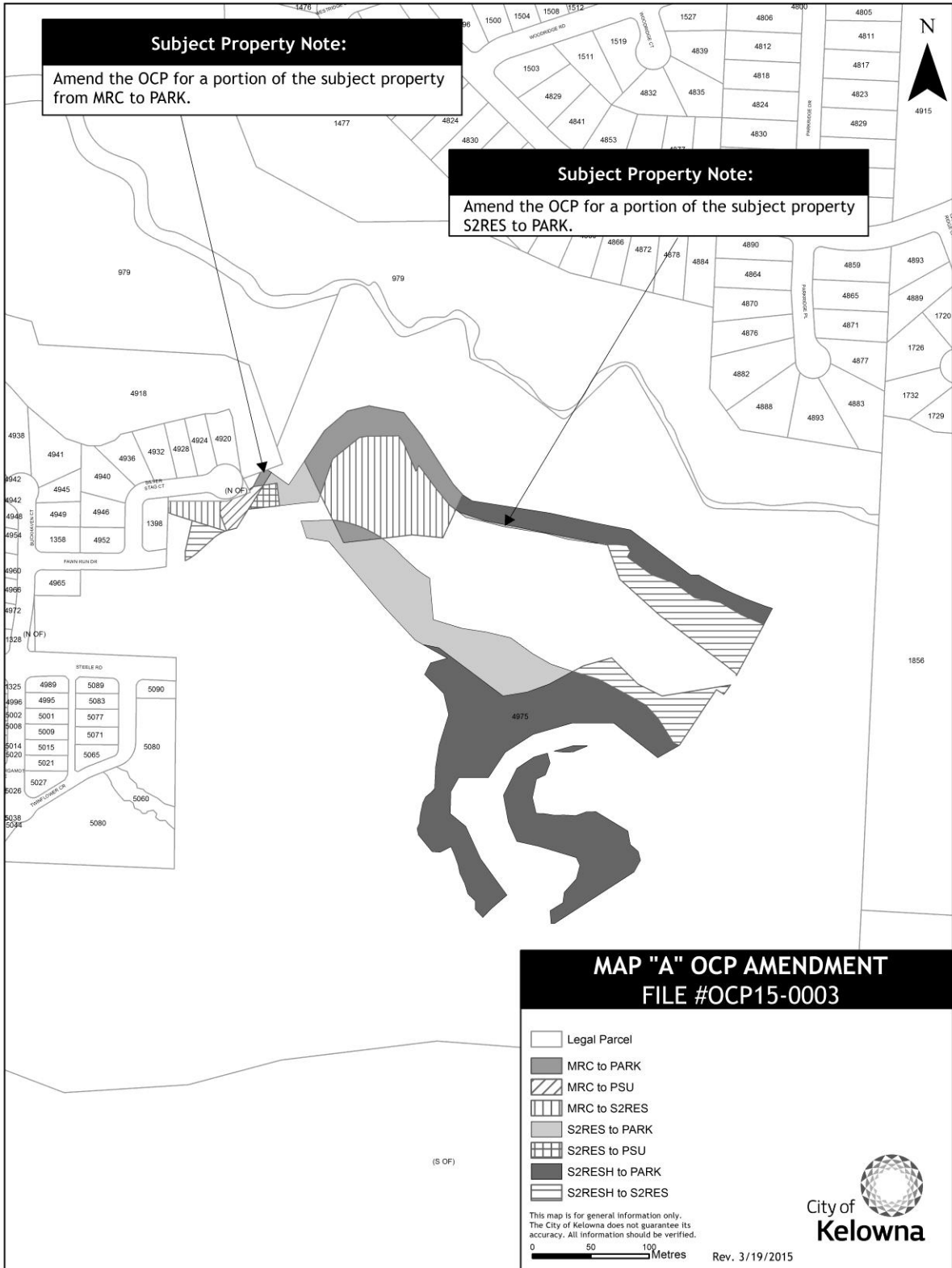
Considered at a Public Hearing on the

Read a second and third time by the Municipal Council this

Adopted by the Municipal Council of the City of Kelowna this

Mayor

City Clerk



CITY OF KELOWNA
BYLAW NO. 11073
Z14-0057 - Vincent and Pamela Blaskovich
4975 Buckhaven Court

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

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

1. THAT City of Kelowna Zoning Bylaw No. 8000 be amended by changing the zoning classification of portions of Lot A, Sections 20 and 29, Township 29, SDYD, Plan KAP44335, Except Plans KAP92565, EPP23066 and EPP31364, located on Buckhaven Court, Kelowna, B.C., from the A1 - Agriculture 1 zone to the P3 - Parks and Open Space zone, the P4 - Utilities zone and the RU1 - Large Lot Housing zone as per Map "B" attached to and forming part of this bylaw.
2. This bylaw shall come into full force and effect and is binding on all persons as and from the date of adoption.

Read a first time by the Municipal Council this

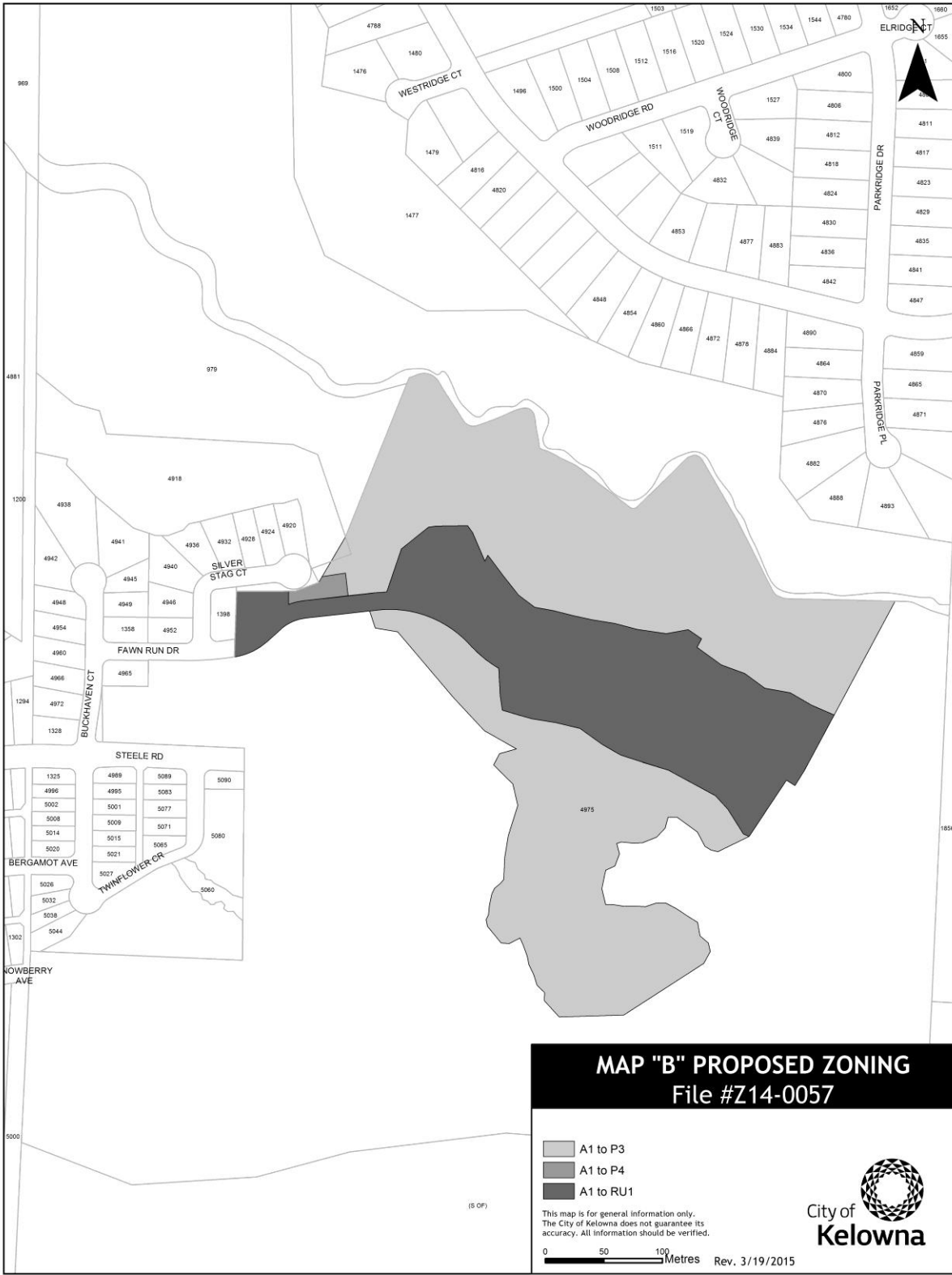
Considered at a Public Hearing on the

Read a second and third time by the Municipal Council this

Adopted by the Municipal Council of the City of Kelowna this

Mayor

City Clerk



Report to Council



Date: March 20, 2015
File: 1850-15
To: City Manager
From: Darryl Astofooroff, Public Works Manager
Subject: Snow & Ice Control and the extraordinary event of 2015

Recommendation:

THAT Council receives for information, the report from the Public Works Manager dated March 20, 2015 with respect to Snow & Ice Control and the extraordinary event of 2015.

Purpose:

To update Council on the Snow & Ice control effort and challenges faced in 2015.

Background:

On January 12, 2015 Council received a summary about the winter storm and snow removal efforts, following the historical amount of snow the city received January 3rd to 5th, 2015. Staff were requested to provide a follow-up report at the conclusion of the winter season.

The purpose for the review is to assess our performance addressing this extraordinary snow event in relation to current policies and practices and determine if any changes need to be made.

Some considerations for improving service delivery include implementing parking restrictions on designated snow routes, parking restrictions within cul-de-sacs, operating a call centre at peak times to handle high volumes of telephone calls and service requests, telephone system setup improvements, improvements to address lengthy storms and significant accumulations of snow, improved deployment of all resources and enhanced communications to keep the public up to date in a more timely manner with the assistance of the RCMP.

Internal Circulation:

Community Communications

Existing Policy:

Council Policy 332 Snow and Ice Control

Considerations not applicable to this report:

Legal/Statutory Authority:

Legal/Statutory Procedural Requirements:

Financial/Budgetary Considerations:

Personnel Implications:

External Agency/Public Comments:

Communications Comments:

Alternate Recommendation:

Submitted by:

D. Astofooroff, Public Works Manager

Approved for inclusion:



J. Creron, Civic Operations Divisional Director

Attachments:

Presentation Snow and Ice 2015

cc: Roadway Operations Supervisor



City of
Kelowna

SNOW & ICE CONTROL

& the Extraordinary Event in January 2015



- ▶ POLICY
- ▶ JANUARY STORM
- ▶ CHALLENGES
- ▶ IMPROVEMENTS

FACTS :

- *1650 lane km roadway (same distance as driving to San Francisco)*
- *450 Km of sidewalks (longer distance than walking to Vancouver)*
- *58 Civic parking lots that require snow removal*
- *730 Cul-de-sacs & dead ends*

POLICY 332 - PRIORITY SYSTEM

Priority 1 :

- ▶ All main routes with an average daily traffic volume greater than 15,000
- ▶ All routes with a posted speed limit of 70 km/h or greater
- ▶ Main route from a residential neighborhood

Examples of these include - Springfield Rd, Lakeshore Rd and major Transit routes

P1's plowed within 8 hours following the end of a storm

POLICY 332 - PRIORITY SYSTEM

Priority 2 :

- ▶ All secondary routes with an average daily traffic volume greater than 5000 but less than 15,000
- ▶ All roads with a grade greater than 10 percent or an average daily traffic volume greater than 300 with a grade over 5 percent
- ▶ Bus routes (school & transit)
- ▶ Town Centres
- ▶ Emergency vehicle station

Examples of these include - Richter St, Valley Rd

P2's plowed within 12 hours following the end of a storm

POLICY 332 - PRIORITY SYSTEM

Priority 3:

- ▶ All remaining roads

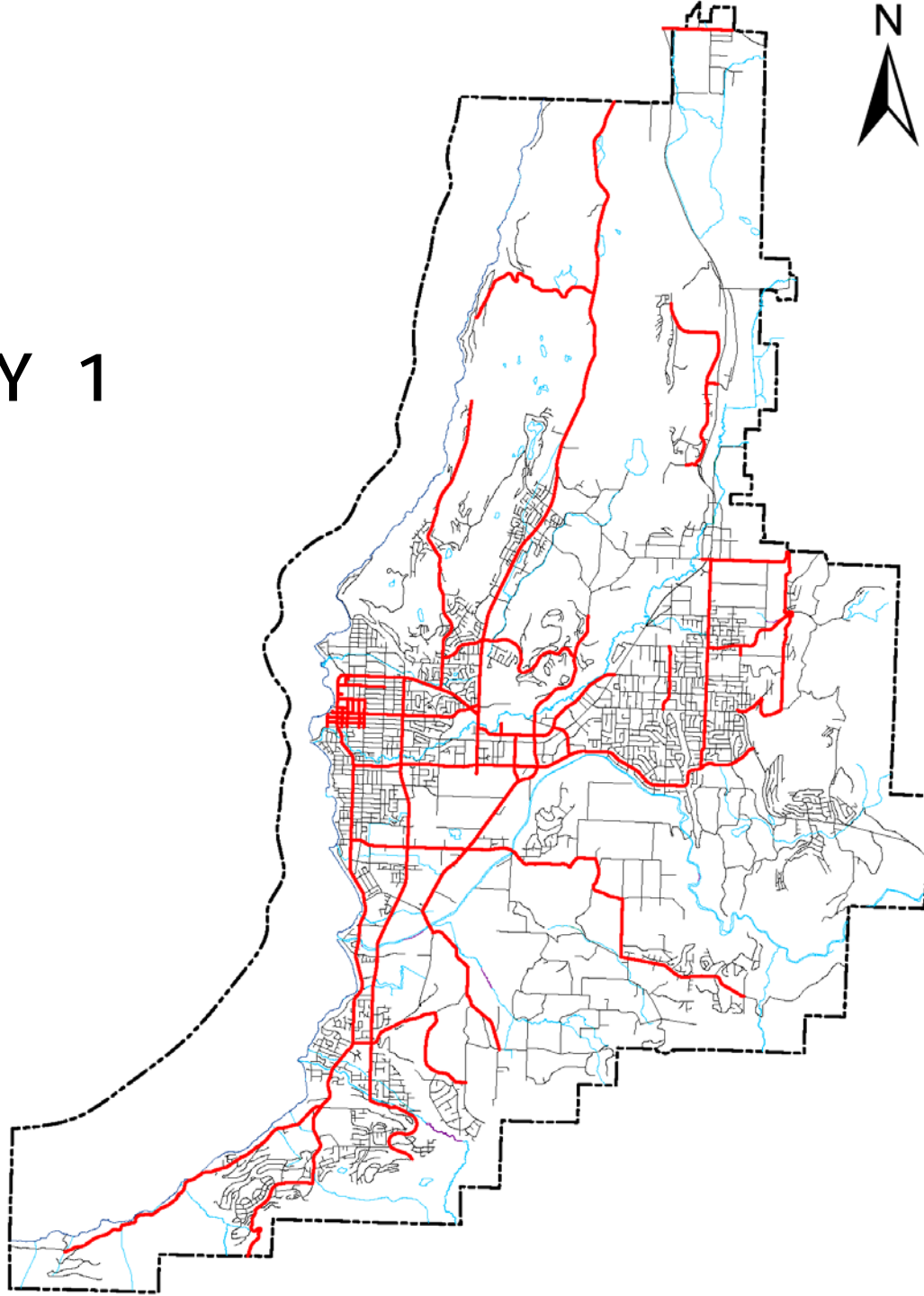
Plowed within 48 hours following the end of a storm

Priority 4:

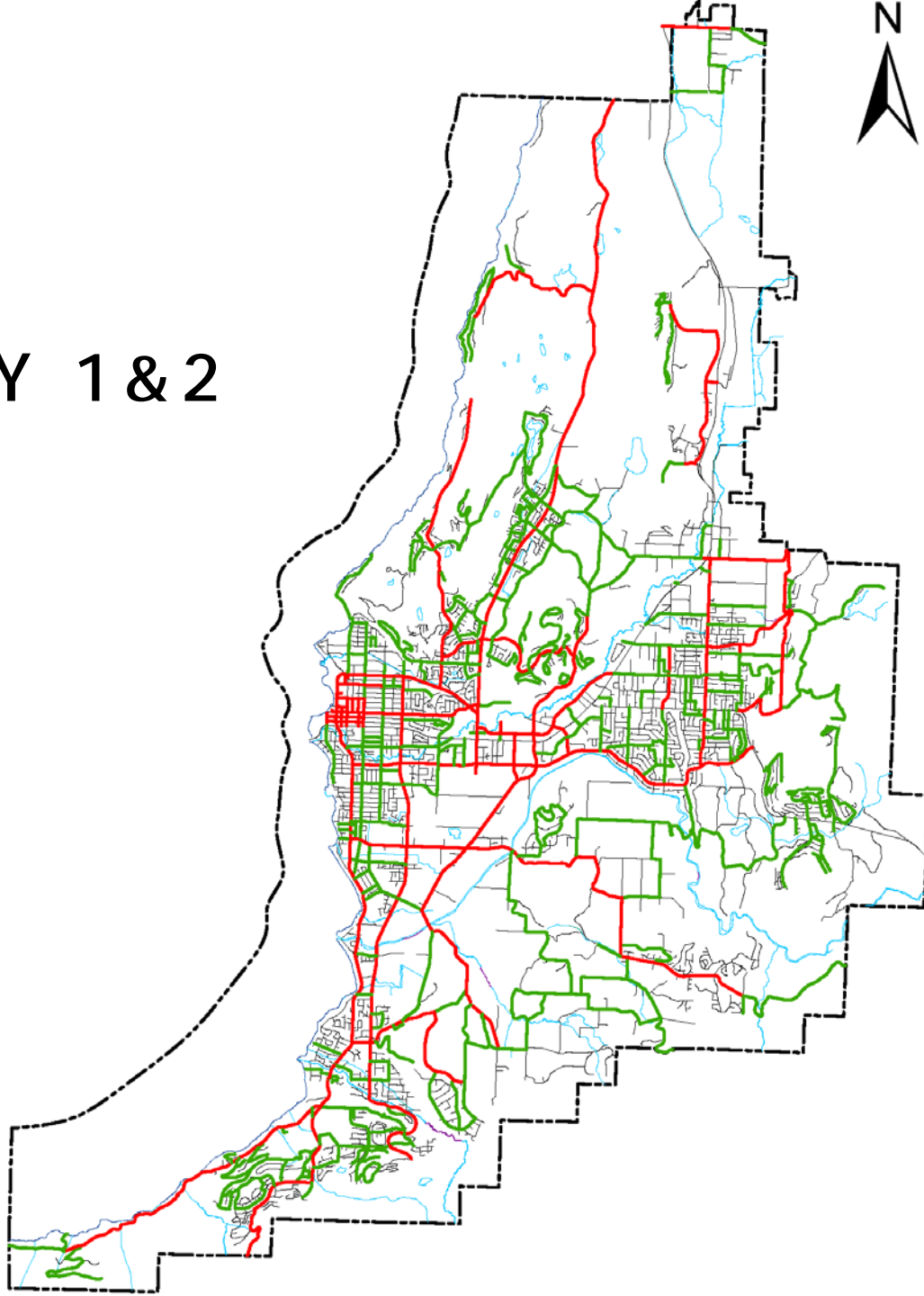
- ▶ Lanes

Priority 2, 3 & 4 roads will not be plowed until service levels of Priority 1 roads are achieved. If another storm occurs prior to completion of plowing Priority 2, 3 & 4 roads, attention will again shift to Priority 1 roads

PRIORITY 1 ROUTES



PRIORITY 1&2 ROUTES



JANUARY 3-5, EXTRAORDINARY EVENT

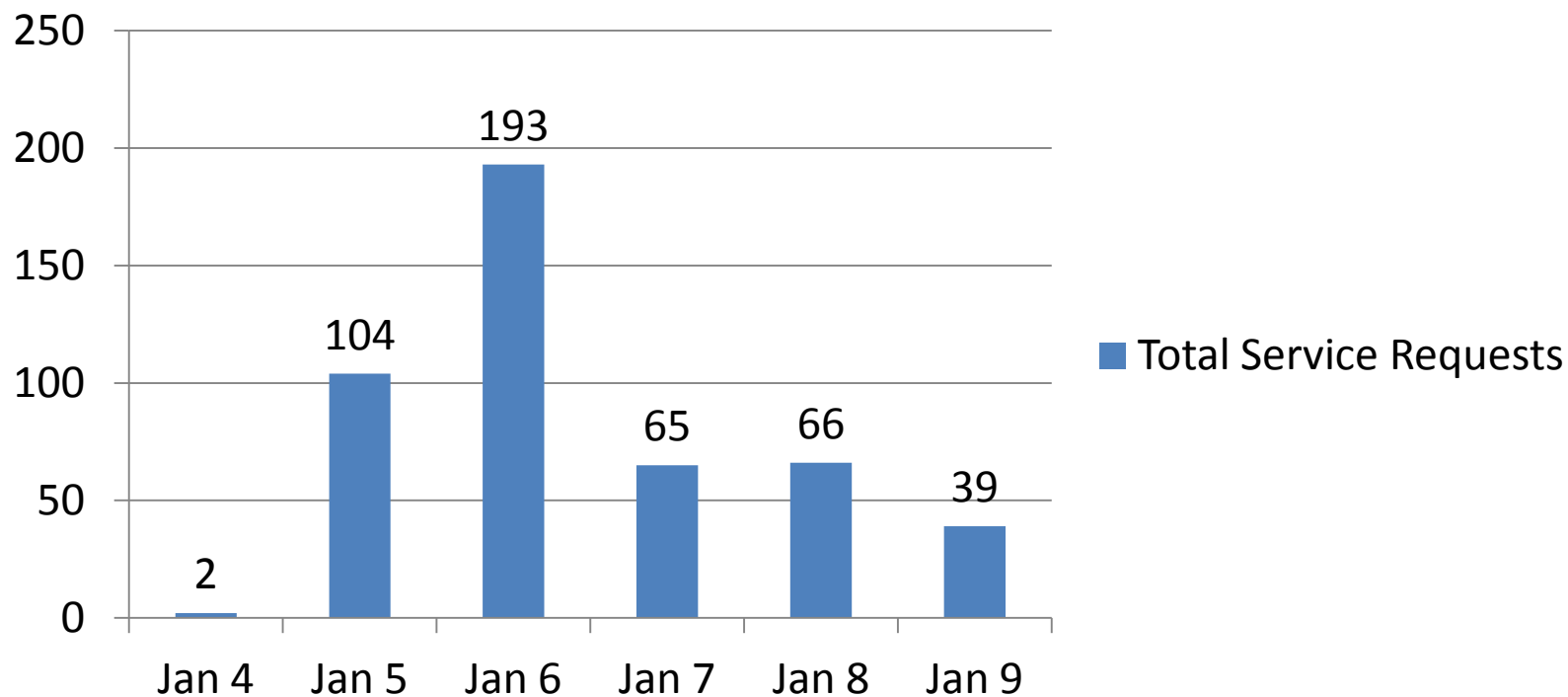
- ▶ Storm began at 6:00PM, Saturday January 3rd and ended 8:00PM Monday January 5th .
- ▶ \$510,000 spent on snow clearing/plowing
- ▶ This event was extraordinary for Kelowna due to heavy accumulation over short time frame
- ▶ At storms peak snow was accumulating at 5cm (2") per hour
- ▶ In addition to 75 staff, 12 contractors with equipment were hired
- ▶ 741 Service requests during storm
- ▶ All priorities (P1, P2 and P3) completed on Wed Jan 7th
- ▶ 300 truck loads of snow removed from town centre's and another 500 loads throughout City

EXTRAORDINARY EVENT - CHALLENGES

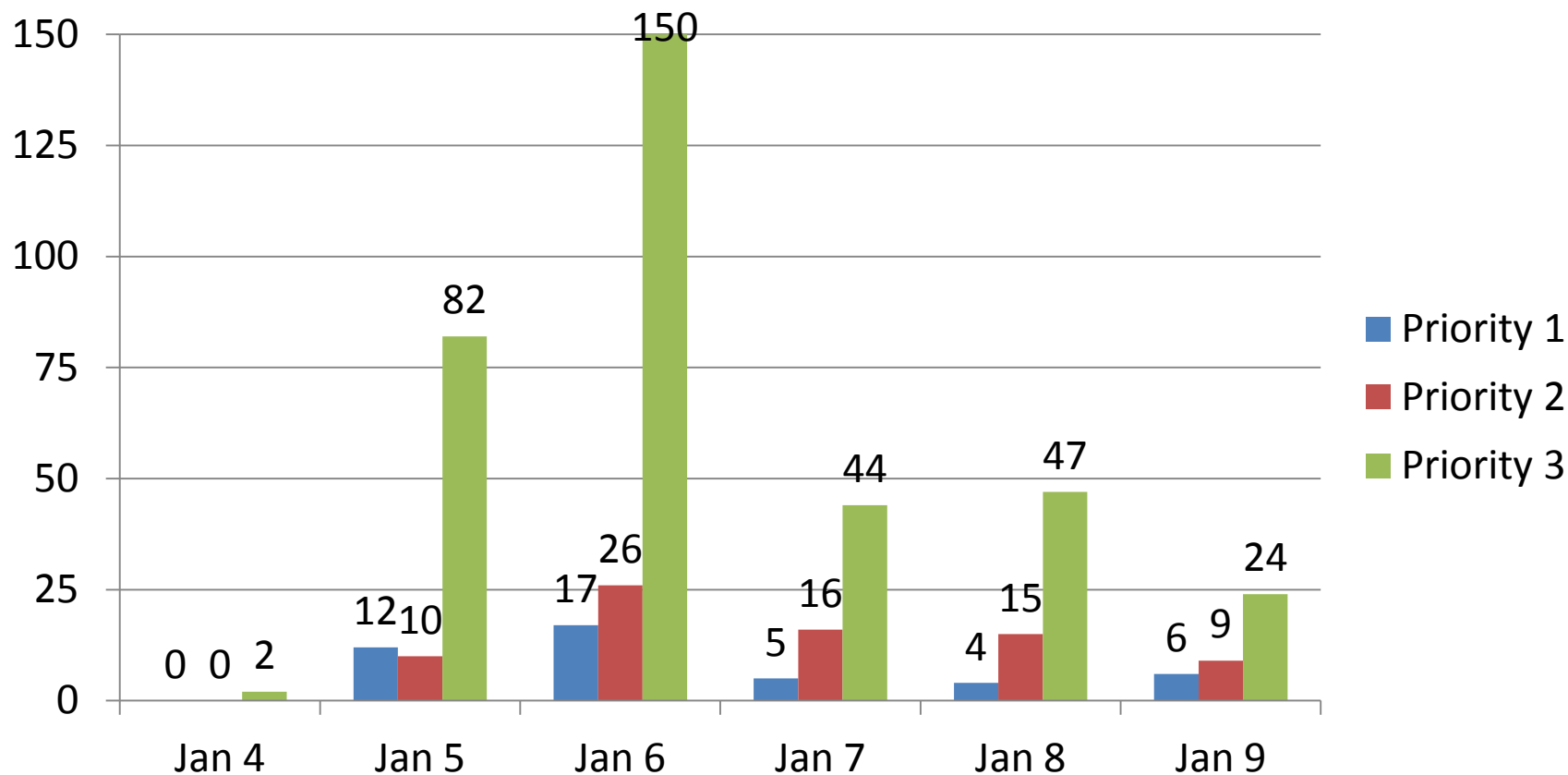
- ▶ Storm intensity/accumulation/duration
- ▶ Parked vehicles impacting operations
- ▶ Manpower - 12 hour shifts, compliance with National Safety Code
- ▶ Additional Equipment - difficult to find during event
- ▶ Garbage day
- ▶ Snow piles - blocking sidewalks, bike lanes & driveways
- ▶ Parking Lots
- ▶ Sidewalks
- ▶ Utility facilities (pump houses, etc.)
- ▶ Transit stations/Rapid bus pull outs

TOTAL DAILY SERVICE REQUESTS

Total Service Requests



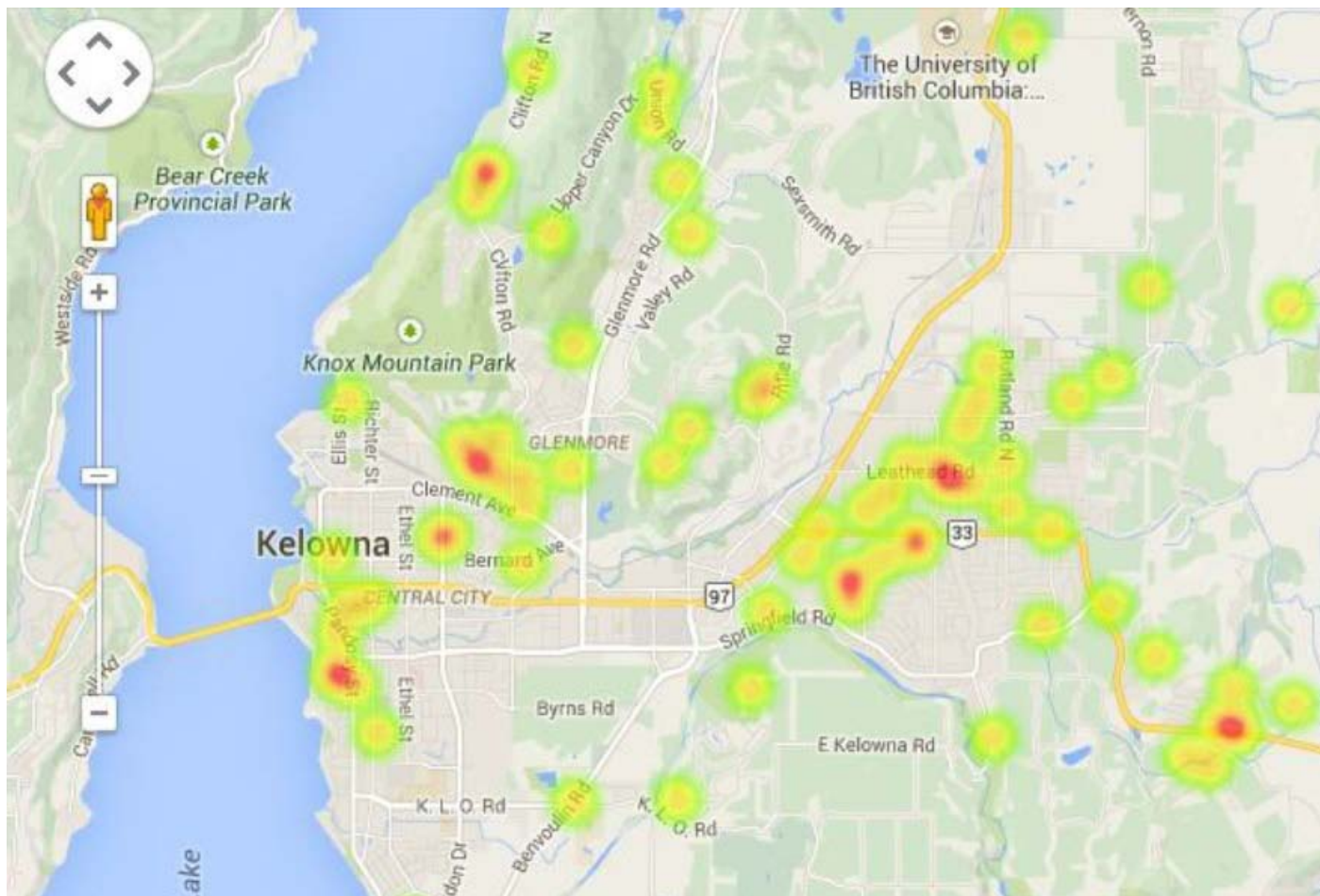
DAILY SERVICE REQUESTS BY PRIORITY ROAD



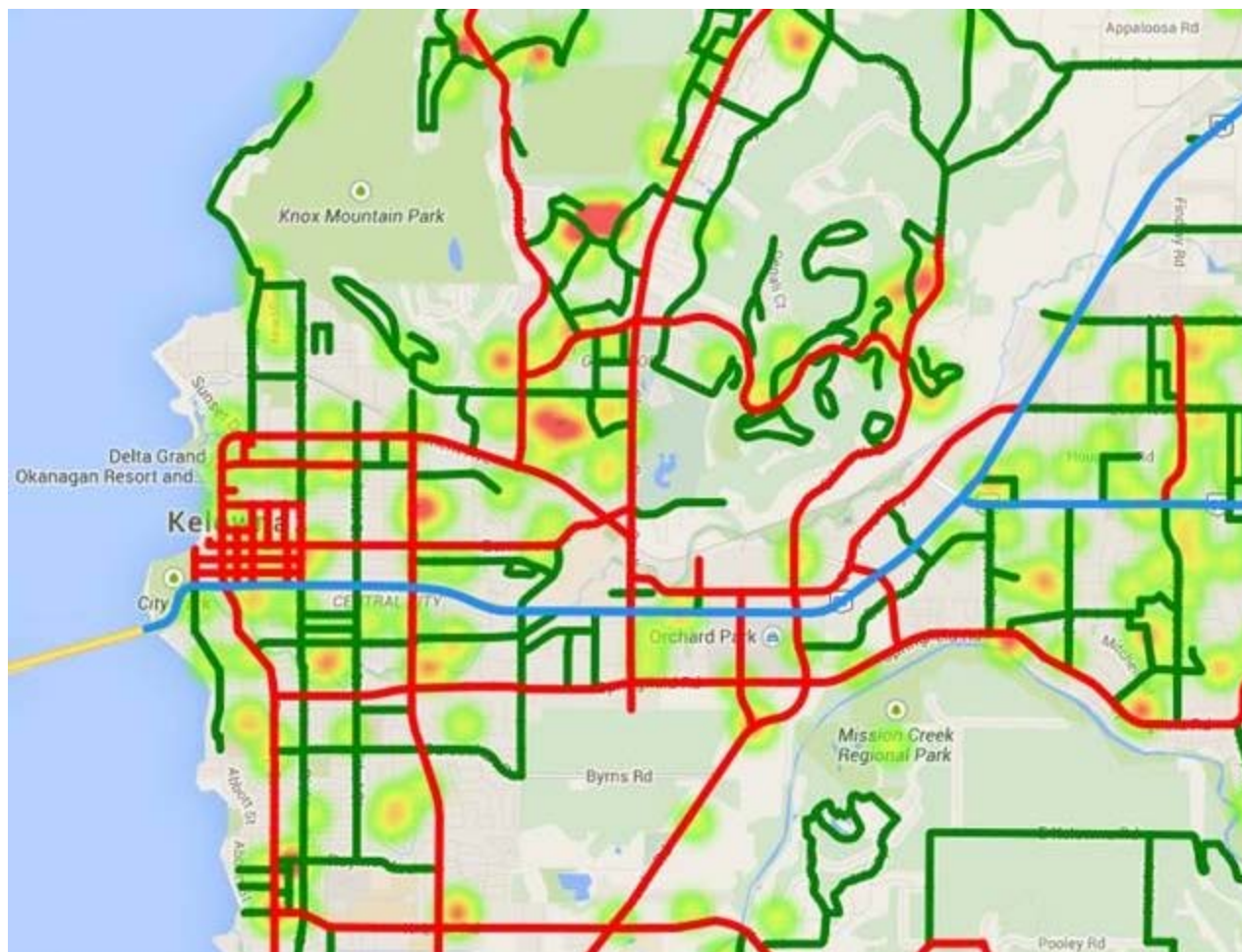
IMPROVEMENTS UNDER CONSIDERATION

- ▶ Parking restrictions on designated 'snow routes' which may include cul-de-sacs
- ▶ Open Emergency Operations Centre
- ▶ Hire additional contractors
- ▶ Purchase additional and specialized equipment
- ▶ Service Request system analytics

SERVICE REQUEST HOTSPOT MAPPING



SERVICE REQUEST HOTSPOT MAPPING



IMPROVEMENTS UNDER CONSIDERATION

- ▶ Improved communications:
 - ▶ Regular news releases and news conferences
 - ▶ Social media
 - ▶ RCMP
 - ▶ Coordination with schools

- ▶ City website
 - ▶ Storm updates
 - ▶ Volunteer resources, Contractor resources
 - ▶ Advise community on how they can help
 - ▶ Parking restrictions & advisories

Report to Council



Date: March 24, 2015
File: 0245-40
To: City Manager
From: Darryl Astofooroff, Public Works Manager
Subject: Amendment to Solid Waste Management Regulation Bylaw No. 10106
Report Prepared by: Ken Muller, Solid Waste Supervisor

Recommendation:

THAT Council receive for information, the Report from the Public Works Manager, dated March 24, 2015 recommending that Council adopt changes to the City of Kelowna Solid Waste Management Regulation Bylaw No. 10106;

AND THAT Bylaw No. 11076 being amendment No. 7 to the Solid Waste Management Regulation Bylaw No. 10106 be forwarded for reading consideration.

Purpose:

The purpose of this bylaw amendment is to reduce the Solid Waste Reduction fee in light of changes to the delivery of the Recycling component of the City's Solid Waste Management program.

Background:

Through Provincial legislation Multi-Material British Columbia (MMBC) an industry stewardship organization, took on responsibility for residential recycling throughout the province in May 2014. As part of the 2015 Provisional Budget, Council approved Operating Request: MMBC Recycling Program - Parcel Tax Reduction, reducing the Solid Waste Reduction Services fee by \$35.00 for each individual Residential Dwelling Premise to reflect cost savings realized by the City. This bylaw amendment is necessary to execute fee reduction.

Financial/Budgetary Considerations:

The regular annual Collection and Solid Waste Reduction Service fee of \$197.30 shall be reduced by \$35.00 to \$162.30. This fee reduction results in a \$1.28 million dollar reduction in the cost of recycling within the City that may be passed on to taxpayers.

Internal Circulation:

Joe Creron, Divisional Director Civic Operations
Stephen Fleming, City Clerk
George King, Manager, Financial Planning
Amanda Lamberti, Communications Coordinator

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:

D. Astofooroff, Public Works Manager

Approved for inclusion:



Joe Creron, Divisional Director, Civic Operations

CITY OF KELOWNA

BYLAW NO. 11076

**Amendment No. 7 to Solid Waste Management Bylaw
No. 10106**

The Municipal Council of the City of Kelowna, in open meeting assembled, enacts that the City of Kelowna Solid Waste Management Bylaw No. 10106 be amended as follows:

1. **THAT SCHEDULE “B” CURBSIDE PICK UP LIMITS AND COLLECTION FEES** be amended by deleting in Section 2:

“\$187.92 for 2012 and \$197.30 per year starting in 2013,” prior to the words *individual Collection and Solid Waste Reduction Service fee*

And replacing it with “\$162.30”
2. This bylaw may be cited for all purposes as “Bylaw No. 11076, being Amendment No.7 to Solid Waste Management Bylaw No. 10106.”
3. This bylaw shall come into full force and effect and is binding on all persons as and from the date of adoption.

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

Adopted by the Municipal Council of the City of Kelowna this

Mayor

City Clerk

Report to Council



Date: 3/30/2015
File: RIM Classification Number
To: City Manager
From: Andrew Hunsberger, Urban Forest Health Technician & Lou Wilde, Deputy Fire Chief
Subject: Wildfire Fuel Mitigation through Controlled Burning on City Property

Recommendation:

THAT Council approves staff to complete controlled burning on city-owned property in the McKinley area through a burning permit issued by the Kelowna Fire Department, to reduce the wildfire hazard within the wildland-urban interface.

Purpose:

To request support to complete controlled burning of wildfire fuels on city-owned property in the McKinley area through a burning permit issued by the Kelowna Fire Department and supervised by the Kelowna Fire Department in difficult access areas to reduce the wildfire hazard.

Background:

The City of Kelowna through the *Wildfire Fuel Management Program* has continued to reduce the wildfire hazard on municipal and provincial government property within the city limits. This program has been active for over 10 years and crews have effectively reduced the wildfire hazard on city-owned property. These projects have been partially funded by the City of Kelowna and the provincial and federal governments.

In 2014, Parks Services staff and the Kelowna Fire Department (KFD) identified four high priority communities in Kelowna that are situated in the wildland-urban interface that require further attention to minimize their wildfire hazard: McKinley Landing, Gallaghers' Canyon, Quail Ridge and Clifton Highlands. These communities would all benefit from fuel mitigation and other wildfire preventative measures on their private lands.

On March 19, 2015 the provincial government announced further investment of \$5 million into the *Strategic Wildfire Prevention Initiative* (SWPI). This funding source for wildfire fuel mitigation treatments had expired last year and staff was anxiously waiting for this

announcement. The City of Kelowna will continue to apply for funds from this initiative. In the future we would like to utilize controlled burning as a fuel mitigation tool only when it is necessary.

FireSmart Canada Community Recognition Program

The *FireSmart Canada Community Recognition Program* is an initiative created by the *Partners in Protection Association* - an association of municipal, provincial/territorial and federal agencies, organizations and individuals dedicated to reducing the risk of wildfire losses in Canada's wildland/urban interface areas. This program is a perfect fit to assist the above mentioned communities minimize their wildfire hazard in their communities.

Parks Services and KFD staff members have been trained as Local FireSmart Representatives (LFR) through this program. They have introduced the initiative to the aforementioned communities to provide the landowners with options to reduce the wildfire hazard surrounding their homes. The program is personalized and administered by each individual community through a designated FireSmart Champion and an assigned FireSmart Board. The City of Kelowna provides support and knowledge to the community through the LFR. The LFR completes a *Community Wildfire Hazard Assessment* which provides the content for a formalized FireSmart Report. This report is presented to the FireSmart Champion and Board for their implementation. The FireSmart Champion also receives formal training by the LFR so that they can ensure the plan is properly implemented.

McKinley Landing

The *Community Wildfire Hazard Assessment* was completed in McKinley Landing by Andrew Hunsberger, the Local FireSmart Representative, Rick Euper from KFD, Brad Dahl the President of McKinley Landing Residents Association and Ross Jones the McKinley Landing FireSmart Champion. The crew completed the assessment on December 8, 2014 and met at the McKinley Landing Fire Hall (Station # 9) to discuss the priorities of the assessment. Since this assessment, the McKinley Landing FireSmart Board has completed wildfire fuel mitigation work in one of the City's public beach parks, Dewdney Road #1 Beach Access. A majority of the excessive fuel was removed from the park by the group. However, due to steep terrain and no vehicle access, some of the fuel has not been removed and is piled along the foreshore of Okanagan Lake waiting to be burned or removed by alternative means.

Controlled Burning

Controlled burning is recognized as an effective fire management tool to reduce the wildfire fuel hazard that may exist in the wildland-urban interface. Locally, communities like West Kelowna, Kamloops and the Westbank First Nation are using controlled burns to reduce fuel loading on their properties. Within the Westbank First Nations Community Forest, the West Kelowna Fire Rescue firefighters along with the provincial Wildfire Management Branch (WMB) firefighters are burning up to 500 piles that were created during their fuel mitigation projects. There are benefits and issues with controlled burning.

The benefits of controlled burning are the following:

- 1) Cost effective fuel mitigation in difficult and inaccessible terrain
- 2) Ecosystem restoration -to repair damages to the ecosystem from fire exclusion
- 3) Improved forest health
- 4) Wildland-urban interface firefighter training

There may be some issues with controlled burning if not planned and administered properly. Listed below are two that can be controlled:

- 1) Public perception of smoke
- 2) Fire excursion - *fire escaping control*

There are measures that can be introduced to minimize or eliminate these issues. Firstly, smoke can be minimized if the conditions of the open burning permit issued by the Kelowna Fire Department (KFD) are followed. One of the primary requirements is to ensure the venting index is greater than **65** and the particulate matter concentrations is less than **15 µg/m³** which is related to air quality. The application of blowers to accelerate the burning can also minimize smoke emission. With small piles, gas-powered leaf blowers can be used.

Secondly, to minimize a fire excursion, careful planning would be performed prior to burning. The experience of the KFD and their specialized equipment would be available to maintain a controlled burn. Burning will not occur during high or extreme fire weather (ie. high winds, drought). All burning will be monitored and the KFD will ensure fires are extinguished before leaving the location.

The McKinley Landing project and future similar projects could realize some of the above mentioned benefits. The process will involve Parks Services applying for a burning permit with the KFD. However, KFD would supervise the burning with the McKinley Landing "paid-on-call" firefighters while utilizing this opportunity as a training exercise for the firefighters. This project will give the local Fire Hall (Station #9) an opportunity to test some of their wildland firefighting equipment in an area that is difficult to access with traditional firefighting equipment.

With the assistance of UBCM - *Strategic Wildfire Prevention Initiative* funds, a fuel mitigation prescription for Tower Ranch Mountain Park will be completed this spring and operational funds requested to treat the park this winter. Majority of this park is inaccessible to vehicles or equipment due to steep and sensitive slopes. Controlled burning of forest fuels may be the only viable option.

Alternative Options

If burning is not permitted in McKinley Landing adjacent to Dewdney Road #1 Beach Access an alternative option to remove the material has been proposed. The material can either be removed utilizing a barge and hauled to an alternative location along the lake or crews could manual removal the material by hauling it up the slope to the entrance of the park. These removal options may cost approximately \$3,400. For larger projects, like the Tower Ranch Mountain Park Fuel Mitigation Project there may be considerable costs to dispose of the fuel with increased costs in the tens of thousands of dollars.

Internal Circulation:

Communications

Kelowna Fire Chief Jeff Carlisle

Parks Manager Ian Wilson

Civic Operations Director Joe Creron

Considerations not applicable to this report:

Legal/Statutory Authority:

Legal/Statutory Procedural Requirements:

Existing Policy:

Financial/Budgetary Considerations:

Personnel Implications:

External Agency/Public Comments:

Communications Comments:

Alternate Recommendation:

Submitted by:



A.Hunsberger, RPF - Urban Forest Health Technician

Approved for inclusion:



Joe Creron, Director, Civic Operations

cc: Ian Wilson, Parks Services Manager

Report to Council



Date: March 25, 2015,
File: 0610-50
To: City Manager
From: Jeff Carlisle, Fire Chief
Subject: Report to Council - Kelowna Fire Department (KFD) Fire Equipment Capital Reserve
Report Prepared by: Fire Chief Jeff Carlisle

Recommendation:

THAT Council approves, in principle, the Fire Equipment Capital Reserve Plan 2015-2035 (attached as Schedule A) and that the proposed changes to the contribution to reserve be brought forward as part of the 2016 budget process.

AND THAT Council approves a 2015 budget amendment increasing the \$600,000 budget for a fire engine, included in the 2015 provisional budget, by \$130,000 to a total of \$730,000 with funding from the Fire Equipment Replacement Reserve;

AND THAT Council considers an additional request of \$730,000 to purchase a 2nd fire engine as an emergent issue at final budget.

Purpose:

The purpose is to obtain Council's approval, in principle, of the 2015-2035 Fire Equipment Capital Reserve Plan and the approval to increase the 2015 Capital budget amount of \$600,000 to \$730,000 to purchase a fire engine. Furthermore, to address an emergent need approval for an additional 2015 capital expenditure of \$730,000 to replace a fire engine as the result of a failed mechanical assessment.

Background:

At the regular Council meeting on January 19, 2015, staff advised Council that a complete review of the current Fire Equipment Capital Reserve Plan was in progress. This review was completed and the attached Schedule A: Fire Equipment Capital Reserve Plan 2015-2035 is the recommended schedule in order to maintain the KFD fleet over the next 20 years. Historically, the annual fire equipment capital reserve contribution has not kept pace with the life cycle requirements of the fleet and as such the reserve is underfunded. Commencing in 2012, increases to the annual contributions to the Fire Equipment Capital Reserve were approved in an effort to address this shortfall.

To further exacerbate this situation the strengthening American dollar in comparison to the Canadian dollar is having a serious impact on the cost of emergency vehicles. The majority of Canadian manufacturers obtain the major components for fire engines from American suppliers and, as such, is vulnerable to market fluctuations. Since June 2014 and the development of the KFD 2015 Capital Requests, the cost of an engine has increased by approximately 25%. The \$600,000 initially budgeted requires an increase of \$130,000 for a total cost of \$730,000. KFD has contacted several Canadian Fire Engine manufacturers and in addition to having their operational costs increase from 3½% to 5%, for every one cent that the Canadian dollar decreases, the cost of a fire engine increases by \$3,500. In recognition of this issue, Schedule B details some options to be considered by Financial Services and Purchasing to help mitigate the increased costs of purchasing the Fire Engines.

The Fire Equipment Capital Reserve Plan 2015-2035 identifies the annual contribution to the reserve required to meet the life cycle requirements for the fleet. Based upon industry leading practices the KFD life cycle plan is as follows:

- Ladder / Platform Trucks: 20 years front line.
- Tender: 20 years front line.
- Bush Truck: 15 years.
- Utility Vehicle: 15 years.
- Paid on Call Apparatus: 15 years frontline plus 5 years reserve.
- Engines: 12 years front line plus 5 years in reserve.
- Rescue Truck: 12 years front line plus 5 years in reserve.

Equipment Assessment Replacement

It is important to note the planning for the replacement for these vehicles includes an annual condition survey conducted by Fleet Services which may alter both the frontline and reserve status for vehicles as deemed appropriate. The attached Schedule C is the current inventory of KFD vehicles including the life cycle replacement date. In an effort to avoid future emergent requests outside the regular budget cycle, KFD and Fleet Services will conduct an annual assessment in the 2nd quarter to verify the replacement schedule based upon vehicle usage, maintenance costs and condition survey.

Vehicles scheduled for replacement undergo an extensive mechanical assessment by the City's Fleet Services branch. The approved KFD capital replacement budget for 2015 includes the replacement for a Fire Engine. It was initially anticipated that the 1996 Fire Engine being replaced could be maintained in reserve status until 2016 or 2017. However, due to the failure of a mechanical assessment, the replacement of a second Fire Engine is required in 2015 to address an operational deficiency.

The following is Fleet Services assessment of these engines:

Unit 7832 and unit 7831 are 23 and 21 years old respectively. It has become very difficult locating replacement parts in a timely manner because of equipment age and knowledge that the body builder is no longer in business. All things considered, including safety aspects, equipment reliability, equipment efficiencies and the difficulty in having reliable backup equipment to perform routine maintenance and repairs on all KFD emergency response equipment, it should be considered that this equipment has out-lived its practical usefulness and should be replaced as soon as possible. Replacement of this equipment would reduce overall equipment downtime, improved scheduling abilities and increased Fleet Services efficiencies with routine maintenance and emergency repairs.

There is a significant time delay from the time a Fire Engine is approved for replacement and the actual delivery date of that Fire Engine of approximately fifteen to eighteen months. There is an option to redeploy fire engines from Stations 7 (South East Kelowna) or Station 8 (Glenmore) should the replacement recommendation not be approved. This option creates response capacity gaps in these rural areas and may result in public safety concerns and impacts on the Paid On Call (Volunteer) service.

It is expected that by procuring both of these engines together in 2015, the vehicle cost will be reduced by approximately 3% as well as cost reductions in the tendering process. There may also be additional savings through the manufacturer's economy of scale by purchasing two engines as part of the tendering process.

Financial/Budgetary Considerations:

KFD has been working closely with Financial Services in addressing Fire Equipment Replacement Reserve financing requirements. In the 2016 regular budget supplement process, KFD will be requesting an increase in the Fire Equipment Capital Reserve appropriation by \$100,000 per year up until the year 2019. The current base appropriation to reserve is \$400,000 annually. This will increase the reserve appropriation to an annual amount of \$800,000 per year thereafter. Based on this amount KFD will have sufficient capital reserves to meet the long-term life cycle requirements for the fleet. It is noted that Schedule A shows the Fire Equipment Capital Reserve in a negative balance for years 2016 to 2018. This is considered manageable in the short term.

On an annual basis, KFD will conduct a review of Fire Equipment Capital Reserve by working with Financial Services and Fleet Services to ensure the contributions are adequate and that the replacement planning is meeting operational requirements. Condition surveys on all KFD units will determine if the life cycle can be altered to create cost efficiencies with the Fire Equipment Capital Reserve Plan.

Alternate Recommendation:

THAT Council approves, in principle, the Fire Equipment Capital Reserve Plan 2015-2035 (attached) and that the proposed changes to the appropriation to reserve be brought forward as part of the 2016 budget.

AND THAT Council approves a 2015 budget amendment increasing the \$600,000 budget for a fire engine, included in the 2015 provisional budget, by \$130,000 to a total of \$730,000 with funding from the Fire Equipment Replacement Reserve.

AND THAT a request for a second fire engine be deferred to the 2016 budget cycle.

Internal Circulation: Deputy City Manager
Director of Financial Services
Fleet Services Manager

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

Submitted by:

J. Carlisle, CFO, MA, CD
Fire Chief, Kelowna Fire Department

Approved for inclusion:



P. Macklem, Deputy City Manager

SCHEDULE A

KELOWNA FIRE DEPARTMENT Fire Equipment Capital Reserve Plan 2015-2035 As of March 19, 2015

	Replacement Cost (w/ inflation factor)	Contribution from Reserve (payment year)	Appropriation to Reserve	Interest	Reserve Balance
					\$557,119
2014 Rescue 1	\$706,000		\$350,000		\$907,119
2015 Engine 2	\$728,280	-\$706,000	\$400,000	\$27,214	\$628,332
Engine 4	\$728,280				
ATV w/trailer	Taxation+				
2016 Bush Truck 4	\$140,454	-\$1,737,468	\$500,000	\$18,850	-\$590,286
Bush Truck 7	\$140,454				
Engine 7	\$530,604				
2017 Bush Truck 5	Taxation+	-\$530,604	\$600,000	-\$17,709	-\$538,598
Engine 5	Taxation+				
Tender 4	\$324,730				
2018 No Purchase	\$0	-\$324,730	\$700,000	-\$16,158	-\$179,486
2019 Tender 1	\$337,849	\$0	\$800,000	-\$5,385	\$615,129
2020 Engine 3	\$804,080	-\$337,849	\$800,000	\$18,454	\$1,095,734
2021 Engine 8	\$585,830	-\$804,080	\$800,000	\$32,872	\$1,124,527
2022 Bush Truck 3	\$158,174	-\$744,004	\$800,000	\$33,736	\$1,214,258
Engine 1	\$896,319				
Ladder 2	\$1,075,583				
2023 No Purchase	\$0	-\$1,971,903	\$800,000	\$36,428	\$78,783
2024 No Purchase	\$0	\$0	\$800,000	\$2,363	\$881,147
2025 No Purchase	\$0	\$0	\$800,000	\$26,434	\$1,707,581
2026 No Purchase	\$0	\$0	\$800,000	\$51,227	\$2,558,809
2027 Rescue 1	\$931,552	\$0	\$800,000	\$76,764	\$3,435,573
Engine 2	\$923,635				
Engine 4	\$923,635				
2028 Bush Truck 1	\$178,130	-\$2,956,952	\$800,000	\$103,067	\$1,381,688
2029 Engine 5	\$1,029,589		\$800,000	\$41,451	\$2,223,139
Engine 9	\$686,393				
2030 ATV	\$30,201	-\$1,746,183	\$800,000	\$66,694	\$1,343,650
2031 Bush Truck 4	\$189,033	-\$378,065	\$800,000	\$40,310	\$1,805,894
Bush Truck 7	\$189,033				
2032 Bush Truck 5	\$192,813	-\$192,813	\$800,000	\$54,177	\$2,467,258
Engine 3	\$1,019,768				
2033 Engine 7	\$742,974	-\$1,019,768	\$800,000	\$74,018	\$2,321,508
2034 Engine 7	\$1,136,750	-\$742,974	\$800,000	\$69,645	\$2,448,179
Ladder 1	\$1,818,800				
2035 No Purchase	\$0	-\$2,955,550	\$800,000	\$73,445	\$366,074

* Actual purchase of apparatus (excluding bush truck) occurs 1 year after RFP.

+ Based on City of Kelowna policies any new equipment purchased comes from taxation. Bush Truck 5 and Engine 5 are dependent on the opening of the new Station #5.

† 2% Inflation rate used compounded annually included in the value of the apparatus.

SCHEDULE B

PURCHASING OPTIONS

OPTION #1

To convert the approved budget amount to U.S. dollars immediately following the council recommendation in a separate financial account.

- Working with Financial Services to investigate the status of the Canadian dollar. If projections show a declining Canadian dollar, this could potentially offset any further increased costs.
The above option would be at the direction of Financial Services.

OPTION #2

To include optional payment discounts within the original RFP.

- Payment discount if paid in full prior to preconstruction.
- Payment discount if balance paid 50% at pre construction meeting.
- Payment discount if balance paid 75% at pre-paint meeting.
The above options would be at the recommendation of Financial Services & Purchasing

OPTION #3

To request an optional trade in allowance pertaining to the apparatus being replaced.

- The disposal of used fire apparatus is becoming less desirable with new standards and the fact that our apparatus has reached its useful service life on replacement.
This option would be evaluated with Purchasing prior to the RFP being issued.

The above options will be analyzed by Financial Services, Purchasing and the Kelowna Fire Department prior to any of them being pursued. To minimize any potential exposure due to the pre-payment options, all RFP proponents will be scored on historical and present data including serviceability, company strength, reputation, and manufacturing history.

SCHEDULE C

KELOWNA FIRE DEPARTMENT
Fire Equipment Replacement Reserve
As of March 17, 2015

Year	Apparatus	Purchase Price	Replacement Year Plan	Projected Cost	Approval Request
2010	Engine 1	\$731,926	2022	\$ 896,319	
2002	Engine 2	\$441,569	2014	\$ 728,280	2015
2008	Engine 3	\$527,698	2020	\$ 804,080	
2005	Engine 4	\$487,109	2017	\$ 728,280	2015
1999	Engine 7	\$295,379	2014	\$ 530,604	2016
2006	Engine 8	\$307,972	2021	\$ 585,830	
2014	Engine 9	\$388,962	2029	\$ 686,393	
2014	Ladder 1	\$1,095,940	2034	\$ 1,818,800	
2002	Ladder 2	\$921,069	2022	\$ 1,075,583	
2002	Rescue 1	\$254,064	2014	\$ 706,000	
1991	Rescue 2	\$258,545	2002	Reserve Fleet	
2013	Bush 1	\$116,593	2028	\$ 178,130	
2007	Bush 3	\$87,403	2022	\$ 158,174	
1999	Bush 4	\$31,565	2014	\$ 140,454	2016
1996	Bush 7		2011	\$ 140,454	2016
1999	Tender 1	\$168,267.00	2019	\$ 337,849	
1993	Tender 4	\$123,472	2013	\$ 324,730	2017
2015	ATV	\$22,000	2030	\$ 30,201	
1996	Pumper 1	\$538,964	2013	Reserve Fleet	
1994	Pumper 2	\$398,363	2011	Reserve fleet	

Report to Council



Date: 3/30/2015
File: 1140-40
To: City Manager
From: J. Säufferer, Manager, Real Estate Services
Subject: Property Leased to City of Kelowna - #2 2323 Hunter Road

Recommendation:

THAT Council approve the City entering into a one (1) year Lease Agreement with a one (1) year renewal term with Modot Ventures Inc., for industrial storage space at 2323 Hunter Road, in the form attached to the Report of the Manager, Real Estate Services, dated March 30, 2015;

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

AND THAT all costs associated with the Lease Agreement in 2015 be charged to the Building Services operating budget;

AND FURTHER THAT all costs associated with the Lease Agreement in 2016 and 2017 be funded through budget line item requests for those respective years.

Purpose:

To obtain Council support to enter into a one (1) year Lease Agreement with a one (1) year renewal term for industrial storage space with Modot Ventures Inc. as required by the City's Building Services department.

Background:

Over the past number of years, the City's Building Services department has utilized excess storage space in the City owned building located at 1236 Clement Avenue. In winter 2014, the Building Services department was advised that the property at 1236 Clement would be required by the utilities department in the summer of 2015 as part of the Brandt's Creek Drainage Improvement Project. As part of this work, the existing building located at 1236 Clement Avenue will be demolished.

A review of existing City facilities indicated no excess internal storage capacity to off-set the loss in storage space at 1236 Clement Avenue. As a result, Staff engaged Colliers, the City's commercial real estate firm, to explore market availability for suitable industrial storage space. The proposed lease space at 2323 Hunter Road was deemed by Colliers to be the most appropriate space, given the unit size, location, layout, and lease rate.

Building Services expects to require the additional storage capacity for approximately two years, as of the lease start date of April 1, 2015. Infrastructure Planning advises that once the new Police Services Building on Clement Avenue is opened and RCMP operations are consolidated at this location, it is expected that storage space as well as offices will become available for the Building Services Department at the City-owned Windsor Road facility. Infrastructure Planning staff will be planning for this transition over the coming years.

Financial/Budgetary Considerations:

The lease rate for the 1,455 sf unit at #2-2323 Hunter Road is \$8.00/sf throughout the two-year term. Including estimated triple net costs of \$3.50/sf, total costs are as summarized below.

#2 - 2323 Hunter Road - Lease Summary			
	Year 1	Option (Year 2)	Total
Area	1,455 sf	1,455 sf	1,455 sf
Lease Rate	\$8.00/sf	\$8.00/sf	\$8.00/sf
Annual Lease Rate	\$11,640	\$11,640	\$23,280
Est. Triple Net Costs	+/- \$3.50/sf	+/- \$3.50/sf	+/- \$3.50/sf
Est. Annual Triple Net Costs	\$5,088	\$5,088	\$10,176
Total Annual Costs*	\$16,728	\$16,728	\$33,456
<i>*Not including applicable taxes</i>			

Funding for Year 1 lease costs is available in the Building Services Department's 2015 operating budget. A corresponding funding request for future years will be made via the typical budgeting process in the event that the option for a one-year extension is exercised.

Internal Circulation:

- Manager, Building Services
- Director, Financial Services
- Manager, Park & Building Planning
- Manager, Risk & Safety
- Manager, Roads, Drainage & Solid Waste Projects

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: J. Säufferer, Manager, Real Estate Services

Approved for inclusion: D. Edstrom, Director, Real Estate Services

Attachments: Schedule A - Lease Agreement
Schedule B - PowerPoint Presentation

cc: M. Johansen, Manager, Building Services
G. Davidson, Director, Financial Services
T. Barton, Manager, Park & Building Planning
L. Kayfish, Manager, Risk & Safety
P. Irani, Manager, Roads, Drainage & Solid Waste Projects

Modot Ventures Inc.

Commercial Lease Contract – City of Kelowna March 17, 2015

COMMERCIAL LEASE AGREEMENT

THIS INDENTURE made the 17th day of March 2015

IN PURSUANCE OF THE "LAND TRANSFER FORM ACT"

BETWEEN

MODOT VENTURES INC.

#104 – 3677 Hwy 97N

Kelowna, British Columbia

VIX 5C3 Ph:250-859-3105 Attn: Craig Hostland

hereinafter called the Lessor of the FIRST PART,

AND

City of Kelowna

1435 Water Street

Kelowna, B.C.

V1Y 1J4

hereinafter called the Lessee of the SECOND PART.

WITNESSETH that in consideration of the Rents, Covenants, Conditions and Agreements hereinafter respectively reserved and contained, the said Lessor doth demise and lease unto the said Lessee, ALL LAND SINGULAR those certain lands, premises and buildings situate in the City of Kelowna, Province of British Columbia and known and described as:

Lot 2, DL125, PL35021
Unit #2 – 2323 Hunter Road
Kelowna, B.C. V1X 5C5
hereinafter called the Premises,

FROM the 1st day of April, 2015 to the 31st day of March, 2016

FOR THE TERM OF One Year Lease, with a one year option to renew at the same rent. The renewal must be exercised no later than 3 months prior to the expiration of the first term.

During the one year term of the Lease herein, the Tenant shall pay to the Landlord the sums as detailed below of lawful money of Canada, to be paid on the first day of each and every month as follows:

Modot Ventures Inc.

Commercial Lease Contract – City of Kelowna March 17, 2015

Total Rent Costs For the Two Year Term are:

a.) Base Rent of \$970.00 per month x 12 months	\$11,640.00
Triple Net Expenses of \$424.00 per month x 12 months	<u>\$ 5,088.00</u>
	SUBTOTAL \$16,728.00
	GST @ 5% \$ 836.40
	<u>TOTAL \$17,564.40</u>

EQUALLING 12 CONSECUTIVE MONTHLY PAYMENTS OF \$1,463.70

TOTAL TERM COSTS (1 YEAR) \$17,564.40

payable at the office of Modot Ventures Inc. at:
#104, 3677 Hwy 97N Kelowna, BC V1X 5C3

paid monthly in advance without deduction on the first day of each and every month in twenty four consecutive monthly installments of \$1,463.70. The first payment is due upon signing.

SECURITY DEPOSIT


A security deposit in the amount of \$1,463.70 is required to be held by the landlord.

Such payment shall be held by the Landlord without liability for interest, as security for the faithful performance by the Tenant of all the terms, covenants and conditions of this Lease, and if at any time during the term of the Lease, is overdue and unpaid, then the Landlord may, at their option apply any portion of such security deposit that is not so applied during the term hereof, then such sum shall be applied toward payment of the minimum monthly rent payable by the Tenant for the last month(s) of the term hereof In the event the entire security deposit or any portion hereof is applied by the Landlord towards the payment of overdue rent or any other sums owed by the Tenant to the Landlord, in accordance with the terms, covenants and conditions of the Lease, then the Tenant will, on the written demand of the Landlord, forthwith remit to the Landlord such sum.

The parties hereto agree that for the purpose of the Indenture, the words set out in this Article shall have the meaning herein ascribed to them.

"Area of Premises" shall be the area of the demised premises in square feet, which is hereby agreed to be 1,455 square feet on the lower under offices area (out of 11,560 total square feet).

"Building" means that building and other building and attached improvements built upon the Development, from time to time, in which the Demised Premises are located.

Landlord	Tenant
	

Modot Ventures Inc.

Commercial Lease Contract – City of Kelowna March 17, 2015

"Common Area or Common Areas" shall include the common entrances, corridors, passageways, pedestrian walkways, flowerbeds, lawns, ramps and other areas and facilities in the Development provided from time to time, for the use or benefit, in whole or in part, of the Landlord, it's other Tenants and the Tenant, and their respective invitees, licensee, customers, servants and employees.

"Contaminants" means any pollutants, contaminants, deleterious substances, underground or aboveground tanks, asbestos, materials urea formaldehyde, dangerous substances or goods, hazardous, corrosive or toxic substances, special waste or waste of

"Cost of Common Area (Triple Net Expenses) " shall be the total cost between expenses incurred and payable by the Landlord in the operation, maintenance, repair and management of the Development, being expenses which are ordinarily chargeable against income in Accordance with generally accepted accounting practices. Without restricting the Generality of the forgoing, "operating expenses" include:

- a) all taxes, rates and assessments, whether general or special, levied or assessed for municipal, school or other purposes of levied or assessed by any lawful government authority for any purpose with respect to the lands, but shall exclude taxes on income or profits and those taxes and rates levied or assessed against the Tenant's business or equipment as Tenant's taxes hereinafter defined;
- b) gas, water, electricity, power, lighting, fuel and other utility expenses generally other than those charged to, supplied to or used by the Tenant in respect of the demised premises;
- c) salaries and wages (including employee benefits and Worker's Compensation) and the costs of independent service contracts incurred in the cleaning, maintenance and/or operation of the lands, the building, grounds and parking areas and the collection of refuse there from;
- d) project expenses including audit, informational signs and miscellaneous general expenses related to the lands, but excluding debt interest, debt prepayment, depreciation charges and costs of renting and administering the Development;
- e) all charges incurred as a result of the Landlord obtaining and maintaining insurance as provided for in clause 4.11 hereof;
- f) expenses incurred in cleaning and repainting the exterior of the building or the common area of the building; and
- g) the Tenant's common area costs are variable with an estimate originally at \$424.00 per month. The tenant's share will be 1455 sq.ft. of the 11,560 sq.ft. total area of the development.

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"Environmental Laws" means any statutes, laws, regulations, orders, bylaws, standards guidelines, permits and other lawful requirements of any Governmental authority, having jurisdiction over the demised premises, now or hereafter in force relating in any way to the environment, health, occupational health and safety, product liability or transportation of dangerous goods, including the principles of common law and equity.

"Event of Default" shall have the meaning as per the commercial tenancy act.

"Landlord's Work" shall be the work described in Schedule "B" of this Lease, to be performed by the Landlord upon the execution of this Lease. If no Schedule "B", then no Landlord Work.

"Lease Year" shall be a twelve (12) month period commencing that date set out above and thereafter from year to year PROVIDED THAT where the Lease year does not coincide with the date of commencement or termination of the Lease or any renewal hereof, any payment required hereunder shall be apportioned for such shorter period.

"Pro Rata Share" or "Tenants Pro Rata Share" as applied to any amount, shall be that portion of the amount as bears the same ratio to the whole of the amount as the floor area of demised premises bears to the total rentable area of the building.

"Real Property Taxed" shall mean all taxed, rates and assessment, whether general or specially levied or assessed for Municipal, school, general or any other purposes by any lawful government authority, payable by the Landlord in respect of the Development and improvements thereof, and shall include any other taxes payable by the Landlord which are imposed in substitution of the foregoing taxes, the whole as finally determined for each calendar year as a result of assessment, appeal or judicial review and shall include any legal fees or appraisers fees incurred by the Landlord in respect of such final determination.

"Right of Ways Area" shall mean the general parking area and thoroughfare.

"Development" shall mean those certain lands and demised premises and improvements thereof being that certain parcel or tract of land, situate in the City of Kelowna and more particularly described in Paragraph 1.01 herein.

"Tenant's Auditor" and "Landlord Accountant" shall mean a Chartered Accountant or a person or party certified to perform audits in the Province of British Columbia.

"Tenant's Taxes" shall mean all taxes, licenses, rates, duties and assessments imposed or levied by lawful government authority for any period during the term of this Lease or any renewal thereof and relating to or in respect of the business of the Tenant or relating to or in respect of

personal property and all business or trade fixtures, machinery and equipment, cabinet work, furniture and movable partitions owned or installed by the Tenant at the expense of the Tenant, or being the property of the Tenant, or relating to or in respect of improvements to the demised premises built, made or installed by the tenant or at the tenant's request, whether any such taxes are included by the taxing authority in taxes, rates and assessments, imposed or levied on or with respect to the Development and included in real property taxes.

THAT THE SAID LESSEE COVENANTS WITH THE SAID LESSOR:

To pay rent and to pay triple net expenses (building insurance, that portion of all taxes (including local improvement taxes) levied by any Federal, Provincial, Municipal or school authority in respect of the entire premises, water, gas and electric light and power used on the premises, and maintenance expenses as may be required.

AND to repair, reasonable wear and tear and damage by fire, lightning, tempest and earthquake excepted; **AND** to give to the Lessor or his agent immediate notice of any defect in water, gas or other fixtures, heating apparatus, elevator, hoist, machinery or telephone, electric or other wires or fixtures;

AND that the Lessor may enter and view state of repair and that the Lessee will repair according to reasonable wear and tear and damage by fire, lightning, tempest and earthquake excepted;

AND that the Lessee will leave the premises in good repair, reasonable wear and tear and damage lightning, tempest and earthquake excepted;

AND will keep and leave whole and in good order all water, gas and electric fixtures, glass, pipes, locks, fastenings, hinges, window shades, sash cords, heating and cooling apparatus under the control of and used by the Lessee and will keep and leave all brass, copper or other metals and all windows, in on or attached to the premises, cleaned and polished;

AND will not assign without leave; **AND** will not sublet without leave;

AND will receive (1) one designated parking spots for the Tenant's licensed vehicles owned, used or brought upon the demised premises by the Tenant, its employees, servants or agents or anyone on its behalf and to cause all such vehicles to be parked in the exact one spot in the front, which the Landlord may direct. The right to use the parking spot shall be deemed to be license only and not part of this Lease. The Landlord reserves to themselves, at their sole discretion, the right to substitute the parking spot licensed herein with any other equivalent number of parking spots on the demised premises;

AND will not use the premises nor allow the premises to be used for any other purpose than that for which the premises are hereby leased, namely;

Landlord	Tenant
<i>DW</i>	

[**Storage Space**]

AND will not carry on nor do, nor allow to be carried on or done on the premises any sales by auction any work, business, occupation, act or thing whatever which may be or become a nuisance or annoyance to the Lessor, the public or any other occupant of the said building or which may increase the hazard of fire or liability of any kind or which may increase the premium rate of insurance against loss by fire or upon the said building or the premises or invalidate any policy of insurance of any kind upon or in of same or which may cause or result in excessive use or waste of water or increase the amount of water rates payable in respect of the said building or the premises;

AND will not drive nails or screws into nor drill into nor cut, mark nor in any way deface any part of the premises;

AND will not make any alterations in the structure, plan or partitioning of the premises nor install plumbing, piping, wiring, or heating apparatus without the written permission of the Lessor or his agents firsthand and obtained and at the end or sooner determination of the said term will restore the premises to their present condition if called upon to do so by the Lessor but otherwise all repairs, alterations, installations, and additions made by the Lessee upon the premises, except gas and electric fixtures and business fixtures, shall be the property of the Lessor and shall be considered in all respects as part of the premises; **AND** will indemnify and save harmless the Lessor from and against all and all manner for liens for wages or materials, or for damage to persons or property caused during the making connection with any repairs, alterations, installations and additions which the Lessee shall make or be made on the premises; **AND** will allow the Lessor to post and will keep posted on the premises any notice that the Lessor may desire to post under the provisions of the Repairers Lien Act;

AND will erect, place, use or keep in or upon the premises only such shades, window blinds, projections, signs, advertisements, lettering, devices, notices, painting or decoration as are first approved in writing by the Lessor, and upon the expiration or determination of this lease will remove the same if required to do so by the Lessor;

AND will indemnify and save harmless the Lessor from and against any and all manner of actions or causes of action, damages, loss, costs or expenses which he may sustain, incur or be put to by reason of any advertising signs now existing or which may hereafter be erected by the Lessee upon, over, projecting from or above the said building or the premises, and will pay the premiums charged upon any bond of indemnity or liability insurance policy in respect of such signs issued upon the demand of Civic, Municipal authorities, provided always that the Lessor shall from time to time and at all times hereafter be at liberty to examine the said signs, and that the Lessee will repair or strengthen the same upon notice from the Lessor, and if the Lessee shall fail to comply with such notice, the Lessor shall be at liberty to strengthen the said signs, and the costs, charges and expense of so doing shall be forthwith paid by the Lessee to the Lessor, but

Modot Ventures Inc.

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the giving of such notice and the undertaking of such repairs or strengthening by the Lessor shall not be deemed an acknowledgment or admission of any liability or responsibility on the part of the Lessor;

AND will not cover nor obstruct the glass doors, partitions, transoms, windows, lights and skylights which reflect or admit light into any passageway or other place in the said building;

AND will not bring into or upon the premises any safe, motor, machinery or other heavy articles without the consent of the Lessor in writing first had and obtained, and will immediately make good any damage to any part of the building or premises by bringing in or taking away the same;

AND will provide receptacles for refuse and rubbish of all kinds, and will attend to the removal of the same from the premises at regular intervals, and will not keep nor leave any boxes, packing material or rubbish of any kind in or near the premises or any passages connected with same. **AND** will keep clean and free from any rubbish, ice, snow, all walks, passages, yards and alleys adjacent to the premises;

AND will observe, obey, and conform to and cause his employees to observe, obey, and conform to all rules and regulations from time to time made by the Lessor with regard to the management, use, or occupation of the said building and the premises;

AND will comply promptly at his own expense with all laws, ordinances, regulations, requirements and recommendations of any and all Dominion, Province, Civic, Municipal and other authorities, or Association of Fire Insurance Underwriters or Agents and all notices in pursuance of same whether served upon the Lessor or the Lessee, and will indemnify and save harmless the Lessor from and against all and all manner of actions or causes of action, damages, loss, costs or expenses, which he may sustain, incur or be put reason of any neglect of same or noncompliance therewith or by reason of any defect, deficiency, disrepair, depreciation, damage or change in or to the premises, or any injury or damage to any person or to goods and chattels contained in, upon or about the premises, however caused;

AND will allow notices "For Sale" or "To Let" to be put and remain on the premises in a conspicuous position for at least sixty days prior to the expiration of this lease and will allow prospective purchasers or tenants to enter and inspect the premises on week days during the said sixty days;

AND at the expiration or sooner determination of this lease will peaceably surrender and give up possession of the premises without notice from the Lessor, any right to notice to quit or vacate being hereby expressly waived by the Lessee, any law, usage or custom to the contrary notwithstanding;

AND IT IS HEREBY AGREED

THAT the whole contract and agreement between the parties hereto is set forth herein, that the Lessee has leased the premises after examining the same, that no representations, warranties or conditions have made other than those expressed or implied herein, and that no agreement collateral hereto shall be binding upon the Lessor unless it be made in writing and signed by the Lessor;

THAT no waiver of nor neglect to enforce the right to forfeiture of this lease or the right of re-entry breach of any covenant, condition or agreement herein contained shall be deemed a waiver of such upon any subsequent breach of the same or any other covenant, condition or agreement herein contained;

THAT any notice to be served hereunder shall be deemed to be sufficiently served on the Lessee if addressed to the Lessee and left on the premises;

THAT if the Lessor shall be unable to deliver possession of the premises at the time of the commencement of the said term, neither the Lessor nor his agents shall be liable for any damage or loss caused thereby, nor shall this lease be void or voidable, nor the date of the expiration of same be changed by reason thereof, but in such event the Lessee shall only be liable for rent at the rate hereby reserved from such time Lessor shall be able to deliver possession of the premises;

THAT the Lessor shall not be responsible for any defect in or change of conditions affecting the premises, nor for any damage to the premises or to any person or to merchandise, goods, chattels, machinery or equipment contained therein howsoever caused;

THAT the Lessor shall not be responsible for or in regard to the sufficiency or insufficiency of any vault used by the Lessee to withstand fire, burglars or thieves, and that the use of such safe or vault accepted by the Lessee at his own risk and without any recourse whatever against the Lessor for or on account of any loss or damage which may occur in any manner of or to any money, securities, valuables, books, papers or other property which may be placed therein by the Lessee;

THAT the Lessor shall not be responsible for any loss, damage, or expense caused by any overt leakage of water from any part of the said building, or any adjoining buildings, occasioned by the use, misuse or abuse of water or by the breaking or bursting of any pipes or plumbing fixtures, or in any other manner or by seepage from adjoining lands or premises or by any accident or misadventure to or arising from the use and operation of machinery, elevator, heating apparatus, electric wiring and appliances, gas or other pipes and appliances or any fixtures or by reason of any structural defects in the building or premises or by any other matter or thing whatsoever;

Modot Ventures Inc.

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THAT the Lessor shall be under no obligation to supply water, heat, light or power to the Lessee upon the premises;

THAT in the event of the said building or the premises being condemned in whole or in part because unsafe condition thereof, this lease shall cease and determine upon the date of such condemnation, Lessor shall not be responsible for any loss, damages or expense which the Lessee may suffer or reason of the same;

THAT any yard, passage, alley or area connected with the said building is for the use of all the occupants of the said building and that the Lessee will not obstruct nor hinder the use of same by other occupants of the said building and their employees, agents and customers and that the Lessee will keep clean and sanitary the portion of same situated in the front, rear of or adjacent to the premises;

THAT the sole and exclusive right to use or to lease to others for their use the roof or exterior rear walls of the said building is reserved to and retained by the Lessor;

THAT the Lessor shall have the right at any time during the said term to repair, remodel, alter, improve or add to the premises or the whole or any part of the building of which the premises form a part or to change the location of the entrance or entrances to the said building and the premises without compensation or responsibility to the Lessee and for such purposes, if necessary, to enter into, pass through, work upon and attach scaffolds or other temporary structures to the premises, putting the Lessee to no unnecessary inconvenience;

THAT any rights or privileges which may accrue or inure to or for the benefit of the Lessor by virtue of any law governing the relations of Landlord and Tenant not specifically mentioned herein and not inconsistent with the terms and conditions hereof and all rights of enforcement of same shall be deemed to be hereby reserved to and claimed by the Lessor;

THAT if the Lessor shall suffer or incur any damage, loss or expense or be obliged to make any payment which the Lessee is liable hereunder by reason of any failure of the Lessee to observe and comply with any of the covenants of the Lessee herein contained then the Lessor shall have the right to add the cost or amount of any such damage, loss, expense or payment to the rent hereby reserved, and any such amount shall thereupon immediately be due and payable as rent and recoverable in the manner provided by law for the recovery of rent in arrear;

THAT in case the premises or any part thereof shall at any time during the said term be burned down or damaged by fire so as to render the same unfit for the purpose of the Lessee, the rent hereby reserved or a proportionate part thereof according to the nature and extent of the damage sustained shall be suspended and abated until the premises shall have been rebuilt or made fit for the purpose of the Lessee, or at the option of the Lessor the said term shall in such case forthwith

Landlord <i>PW</i>	Tenant
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Modot Ventures Inc.

Commercial Lease Contract – City of Kelowna March 17, 2015

come to an end, and the Lessee shall cease be held liable for payment of rent except such rent as shall have already accrued due, and shall be entitled to be repaid any rent paid in advance for the balance of the period so paid for in advance;

THAT whensoever the Lessor shall be entitled to levy distress against the goods and chattels of the Lessee he may use such force as he may deem necessary for that purpose and for gaining admittance to the premises without being liable to any action in respect thereof, or for any loss or damage occasioned thereby and Lessee hereby expressly releases the Lessor from all actions, proceedings, claims or demands whatsoever or on account of or in respect of any such forcible entry or any loss or damage sustained by the Lessee connection therewith.

THAT in case the Lessee' shall become insolvent or bankrupt or make an assignment for the benefit of creditors, or being an incorporated company if proceedings be begun to wind up the said company, or in case of the non-payment of rent at the times herein provided, or in case the premises or any part thereof become vacant and unoccupied for a period of thirty days or be used by any other person or persons, for any other purpose than as hereinbefore provided, without the written consent of the Lessor, this lease shall, at the option of the Lessor, cease and be void, and the term hereby created expire and be at an end anything hereinbefore to the contrary notwithstanding, and the then current month's rent and three months' additional rent shall thereupon immediately become due and payable, and the Lessor may re-enter and take possession of the premises as though the Lessee or his servants or other occupant or occupants of the premises were holding over after the expiration of the said term, and the term shall be forfeited and void:

THAT If the Tenant continues to occupy the demised premises with the consent of the Landlord, after the expiration of this Lease or any renewal thereof without any further written agreement, the Tenant shall be a monthly Tenant at a rate increase to be negotiated at the mutual consent of the parties.

THAT any additional covenants, conditions or agreements set forth in writing and attached hereto whether at the commencement of the said term or at any subsequent time and signed or initialed by the parties hereto shall be read and construed together with and as part of this lease, provided always that when same shall be at variance with any printed clause in this lease, such additional covenants, conditions and agreement shall be deemed to supersede such printed clause;

THAT all grants, covenants, conditions, provisos, agreements, rights, powers, privileges and liabilities contained herein shall be read and construed as granted to, made and reserved by, imposed upon and undertaken by the parties hereto and their respective heirs, executors, administrators, successors and assigns, and that wherever the singular or the masculine pronoun is used the same shall be construed as meaning the plural or feminine or the body politic or corporate where the circumstances so require and that the Lessor may perform any act hereunder

Modot Ventures Inc.

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in person or by and through an agent:

PROVISO FOR RE-ENTRY BY THE LESSOR on non-payment of rent, or non-performance of covenants The Lessor in pursuance of this proviso shall have the right to break into the premises to obtain possessions thereof and the Lessee hereby waives all claims for damage to or loss of any of the Lessee's property caused by the Lessor in re-entering and taking possession of the premises: and no action taken by the Lessor pursuance of this proviso whether under what are generally known as summary proceedings or otherwise shall be deemed to absolve, relieve or discharge the Lessee from liability hereunder: and this proviso shall extend and apply to all covenants whether positive or negative.

THE LESSOR COVENANTS WITH THE LESSEE for quiet enjoyment.

IN WITNESS WHEREOF these parties hereto have hereunto set their hands and seals, the day and year first above written.

SIGNED, SEALED AND DELIVERED

MODOT VENTURES INC.,
By its authorized signatory:

BY THE LESSOR IN THE PRESENCE OF

Signature of Witness [Signature]
Street Address. 604 Glenmeadows Rd.
City . Kelowna, B.C.
Occupation. Admin. Assistant.

[Signature]

Craig R. Hostland, Director
Donna Welda, Controller

SIGNED, SEALED AND DELIVERED

City of Kelowna
By its authorized signatory:

BY THE LESSEE IN THE PRESENCE OF

Signature of Witness
Street Address.....
City
Occupation.....

Authorized Signature

Authorized Signature

Modot Ventures Inc.

Commercial Lease Contract – City of Kelowna March 17, 2015

SCHEDULE A

TENANT INSURANCE REQUIREMENTS

The tenant understands and agrees to provide their own tenant insurance at their cost satisfactory to the landlord, but providing coverage no less than:

- \$ 2,000,000 liability covering personal injury;
- having employees as added insureds;
- occurrence property damage;
- attached machinery;
- cross liability;
- voluntary medical and property
- all risks, flood, sewer backup, debris removal, glass, and equipment
- **MODOT Ventures Inc. named as added insureds for vicarious liability**


INSURER MUST SHOW UNIT 2 OF 2323 HUNTER ROAD, KELOWNA B.C.

OFFER TO LEASE

Signed March 13th, 2015 is included in this lease (4 pages attached).

If a dispute arises over the interpretation of this lease, any sections included in the “offer to lease” will override and take precedent.

Lease agreement is subject to council review and approval.

Landlord 	Tenant
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City of
Kelowna

LEASE AGREEMENT

2323 Hunter Road



LOCATION



LEASE DETAILS

- ▶ Area: +/- 1,455 sf
- ▶ Term of Lease: Apr 1, 2015 - Mar 31, 2016
- ▶ Lease rate: \$8.00 / sf
- ▶ Operating Costs: +/- \$3.50/sf
- ▶ Total term lease costs: \$16,728
- ▶ Renewals: one 1-year (optional)

CITY OF KELOWNA

BYLAW NO. 11023

Amendment No. 2 to Parks and Public Spaces Bylaw No. 10680

The Municipal Council of the City of Kelowna, in open meeting assembled, enacts that the City of Kelowna Parks and Public Spaces Bylaw No. 10680 be amended as follows:

1. THAT PART 2 - DEFINITIONS be amended by:

a) adding the following new definitions in their appropriate locations:

“**Geocaching** means an outdoor activity in which participants use a global positioning system receiver or mobile device and other navigational techniques to hide and seek containers, called **geochaches** or caches.”

“**Geocache** or cache, means a container, usually containing a logbook and small trading items, tucked away for others to find.”

“**Nuisance** means any activity or action(s) which interferes with the use and enjoyment, comfort or convenience of the park by other persons.”

“**Smoke** or **Smoking** means to inhale, exhale, burn or carry a lighted cigarette, cigar, pipe, hookah pipe, electronic cigarette, or other smoking equipment, that burns or vaporizes tobacco, marijuana or any other substance.”

b) deleting the definition for **Owner** that reads:

“**Owner** in respect of any animal, means a **Person** who keeps, harbours, or has temporary or permanent possession of an animal, and, in the case of a minor, **Owner** means the person responsible for the custody of the minor.”

And replacing it with:

“**Owner** in respect of any animal, means a **Person** owning; or harbouring; or having custody, care and control of an animal; or being in possession of an animal.”

c) deleting the definition for **Public Space** that reads:

“**Public Space** means any real property or portions of real property owned by the **City** to which the public is ordinarily invited or permitted to be in or on, and includes, but is not necessarily limited to, the grounds of public facilities or buildings, boulevards, the surface of Okanagan Lake and public parkades or parking lots.”

And replacing it with:

“**Public Space** means any real property or portions of real property owned or leased by the **City** to which the public is ordinarily invited or permitted to be in or on, and includes, but is not necessarily limited to, the grounds of public facilities or buildings, the surface of Okanagan Lake and the lake foreshore, any public transit exchange, transit shelter or bus stop, and public parkades or parking lots.”

- d) Adding the words “skate boards, long-boards,” in the definition for **Vehicle** before the words “bicycles and tricycles” at the end of the definition.

2. **AND THAT PART 3 - PROHIBITIONS** be amended by

- a) Deleting in Section 3.9 a) and b) the following:

“3.9 No dog **Owner** shall permit such dog to:

- a) enter upon or be in a **Park** unless the said **Park** is designated, by resolution of **Council** as a “Dog On-Leash Park” or “Dog Off-leash Park” as per Schedules ‘E’ and ‘F’ of this Bylaw, and the **Owner** is capable of controlling the dog at all times;
- b) enter upon or be in a “Dog On-Leash Park” unless such dog is on a leash two metres or less in length.”

And replacing it with:

“3.9 No dog **Owner** shall permit such dog to:

- a) enter upon or be in a **Park** unless the said **Park** is designated, by resolution of **Council** as a “Dog On-Leash Park” or “Dog Off-leash Park” as per Schedules ‘E’ and ‘F’ of this Bylaw, and the **Owner** is capable of controlling the dog at all times; or
 - b) enter upon or be in a “Dog On-Leash Park” unless such dog is on a leash two metres or less in length; or
 - c) deposit excrement/feces in a **park** or **public space** unless the owner immediately removes the excrement/feces and disposes of it in a sanitary manner.”
- b) Deleting the words in Section 3.11 “Regional District of Central Okanagan Bylaw No. 366” and replacing them with “Regional District of Central Okanagan Responsible Dog Ownership Bylaw No. 1343”
 - c) Adding the words “, pickleball, or sport” in front of the words “court or bowling green in a Park” in Section 3.20;

- d) Deleting Section 3.36 in its entirety that reads:

“3.36 No **Person** shall ignite any substance for the purpose of smoking in a **Park** except in a designated smoking area.”

And replacing it with:

“3.36 No **Person** shall **Smoke** in a **Park** or **Public Space** except in a designated **Smoking** area.”

- e) Deleting Section 3.42 in its entirety that reads:

“3.42 No **Person** shall release or land a balloon, or operate a model aircraft in a **Park** without a permit.”

And replacing it with:

“3.42 No **Person** shall release or land a hot air or passenger balloon, or operate an unmanned aircraft, drone or a model aircraft in a **Park** without a permit.”

3. AND THAT PART 4 - USES be amended by:

a) Deleting Section 4.6 in its entirety that reads:

“No **Person** shall use any parkland in order to gain vehicular access through the **Park** to private property unless they have obtained a 'Park Access Permit' with the **City**, and provided a security deposit, a **Park** access fee and appropriate safeguards against public liability, as per Schedule 'A' of this bylaw.”

And replacing it with:

“No **Person** shall use any parkland in order to gain vehicular access through the **Park** to private property or for a construction project unless they have obtained a 'Park Access Permit' with the **City**, and provided a \$1,000 security deposit, a **Park** access fee and appropriate safeguards against public liability, as per Schedule 'A' of this bylaw.”

b) Deleting from the end of Section 4.8 after the words, “City of Kelowna’s Property Manager or designate” the following “or unless the **Person** also holds a valid rental contract from the **City** of Kelowna for rental of designated moorage space and is docked at that designated space.”

c) Deleting in its entirety Section 4.9 that reads:

“The **City** Property Manager, or designate, is hereby authorized to rent **City** owned moorage located at the dock at the foot of Bernard Avenue on the parcel legally described as District Lot 4004, ODYD (and known as “the Sails dock”) and at the dock adjacent to Kerry **Park** on the parcel legally described as District Lot 5118, ODYD (and known as “the Fintry Queen dock”), at market rates outlined in Schedule D, which may change from time to time, which is attached to and forms part of this bylaw.”

d) Adding a new Section 4.10 that reads:

“**Geocaches** placed in **parks** may be removed if they do not meet the following conditions:

- a) all caches must be marked “**geocache**” on the outside of the container if practical, and the owner’s name and contact information must be inside the container;
- b) caches must not be placed in areas that may put participants at risk of injury;
- c) caches must not be buried or result in the disturbance of vegetation, wildlife, wildlife nests or burrows, or cultural heritage sites and features;
- d) cache placement must not interfere with other approved recreational activities; and

- e) caches in parks are not considered permanent and may not be permanently attached to any structure or natural feature.”
4. AND THAT PART 5 - SEIZURE AND DETENTION, Section 5.1 be amended by deleting the words “and any other items comprising a part of a **Campsite**” before the words “in a manner contrary to the provisions of this bylaw,”
 5. AND THAT PART 8 - SCHEDULES, Section 8.1 be amended by deleting “and G” and replacing it with “, G and H” before the words “of this bylaw form part of”;
 6. AND THAT SCHEDULE A CITY OF KELOWNA PARK ACCESS PERMIT be deleted in its entirety and replaced with a new SCHEDULE A CITY OF KELOWNA PARK ACCESS PERMIT as attached to and forming part of this bylaw;
 7. AND THAT SCHEDULE C LICENCE TO USE (FOR COMMERCIAL PASSENGER VESSELS), be amended by:
 - a) Deleting in Section 1. LICENCE “Appendix A” and replacing it with “Schedule ‘D’”;
 - b) Deleting in Section 2. USE at the end the following sentence “or unless the Person also holds a valid rental contract from the City of Kelowna for rental of designated moorage space, and is docked at that designated space.”
 - c) Deleting in Section 3. INSURANCE the words “of insurance” before the words “to cover holds insurance coverage for comprehensive liability”
 8. AND THAT SCHEDULE D, **Passenger Ship Moorage Rental Rates - 2012** be deleting in its entirety and replaced with a new SCHEDULE D as attached to and forming part of this bylaw;
 9. AND THAT SCHEDULE E **Designated Dog On-Leash Parks** be deleted in its entirety and replaced with a new SCHEDULE E **Designated Dog On-Leash Parks** as attached to and forming part of this bylaw;
 10. AND THAT SCHEDULE G, **Designated Equestrian Parks** be amended by adding a new bullet that reads:
 - “Priest Creek Linear Park (315 Balldock Rd).”
 11. AND THAT SCHEDULE H, **Parkland Inventory** be deleted in its entirety and replaced with a new SCHEDULE H, **Parkland Inventory** as attached to and forming part of this bylaw;
 12. AND THAT SCHEDULE I **Future Parks (City Owned Land)** be deleted in its entirety.
 13. This bylaw may be cited for all purposes as "Bylaw No.11023 being Amendment No. 2 to Parks and Public Spaces Bylaw No. 10680."
 14. This bylaw shall come into full force and effect and is binding on all persons as and from the date of adoption.

Read a first, second and third time by the Municipal Council this 23rd day of March, 2015.

Adopted by the Municipal Council of the City of Kelowna this

_____ Mayor

_____ City Clerk



Schedule A

CITY OF KELOWNA PARK ACCESS PERMIT BYLAW 10680

Name:

Address:

Park:

Purpose:

This permit is issued to the above named Person to be in the above-named Park for the purpose named hereon and during the following dates:

Effective Date:

Expiry Date:

Restrictions:

VEHICLE

Year:

Make:

Province:

License No.:

This permit allows the Vehicle identified hereon to be in the Park named above, during the above-noted dates.

Authorized By (Park Services Employee)

Date

I _____ (*Name of applicant*) agree to pay any applicable damage and key deposit, and understand that if any damage occurs while accessing the park property, the cost of any repairs will be deducted from the damage deposit. I also understand that any additional, extraordinary damage costs above the amount of the damage deposit may be billed back to me.

Name of applicant

Date

FOR INTERNAL USE ONLY: Park Access Fee Paid Damage Deposit Liability insurance (if applicable) \$1,000.00 deposit \$50.00 key rental deposit

SCHEDULE D

City of Kelowna owned docks that can be used to pick up and drop off passengers with a valid License to Use as defined the Parks and Public Spaces Bylaw No. 10680 include:

- Manhattan drive / Poplar Point dock
- Water Street Boat Launch dock
- City Park dock
- Cook Road Boat Launch dock

Docks that are not to be used for this purpose:

- Queensway Deep Keel Boat Launch dock
- Downtown Marina docks (privately owned)

SCHEDULE E

Designated Dog On-Leash Parks

Name	Status	Address	Dog Status	Type	Area (ha)
Abbott Neighbourhood Park	DEVELOPED	2955 Abbott Street	ON-LEASH	SROW and PARKLAND	0.72
Anchor Park	DEVELOPED	1691 Ellis St	ON-LEASH	PARKLAND	0.06
Begbie Park	UNDEV	1410 Union Rd	ON-LEASH	PARKLAND	1.27
Bellevue Creek Greenway (between Varney Ct and Gordon Dr)	DEVELOPED	781 Varney Court	ON-LEASH	PARKLAND	0.1
Belmont Park	DEVELOPED	4444 Belmont Rd	ON-LEASH	PARKLAND	1.09
Ben Lee Park	DEVELOPED	900 Houghton Rd	ON-LEASH	PARKLAND	7.34
Bella Vista Park	DEVELOPED	2342 Loseth Rd	ON-LEASH	PARKLAND	0.89
Bellevue Creek Greenway	DEVELOPED	4918 Silver Stag Ct (Ponds Community Park to Silver Stag Ct)	ON-LEASH	PARKLAND	1.75
Birkdale Park	DEVELOPED	363 Prestwick St	ON-LEASH	PARKLAND	0.71
Black Mountain Trails	DEVELOPED	1035 Stockley Street	ON-LEASH	PARKLAND	9.0
Blair Pond Park	DEVELOPED	333 Clifton Rd	ON-LEASH	PARKLAND	2.72
Brant's Creek Linear Park	DEVELOPED	Various (Glenmore Valley)	ON-LEASH	PARKLAND	3.94
Calmels Park	DEVELOPED	1059 Calmels Cr	ON-LEASH	PARKLAND	0.32
Cameron Park	DEVELOPED	2345 Richter St	ON-LEASH	PARKLAND	2.52
Canyon Falls Park	DEVELOPED	1856 Canyon Falls Ct	ON-LEASH	PARKLAND	9.67
Carney Park	DEVELOPED	1890 Capistrano Dr	ON-LEASH	PARKLAND	0.82
Cascia Linear Park	DEVELOPED	ROW south of 440 Cascia Dr	ON-LEASH	ROAD ROW	0.30
Chichester Wetland Park	DEVELOPED	250 Sumac Rd W (various)	ON-LEASH	PARKLAND /STORM	4.22
City Hall	DEVELOPED	1435 Water St	ON-LEASH	CITY LAND	3.00
City Park	DEVELOPED	1600 Abbott St	ON-LEASH	PARKLAND	14.51
Crawford Estates Bridle Paths	UNDEV	Crawford Estates Neighbourhood	ON-LEASH	ROAD ROW	1.52
Crawford Multi-Use Court	UNDEVELOPED	4770 Stewart Rd W	ON-LEASH	SCHOOL DISTRICT 23 LEASE	5.27
Cross Glen Park	DEVELOPED	207 Biggar Rd	ON-LEASH	STORM	0.66
Davie Road Park	DEVELOPED	300 Davie Rd	ON-LEASH	PARKLAND	0.62
Dehart Park	UNDEVELOPED	687 Dehart road	ON-LEASH	PARKLAND	3.60
Dewdney #1 Beach Access	DEVELOPED	ROW South of 1844 Dewdney Road	ON-LEASH	ROAD ROW	0.02
Dilworth Mountain Park	DEVELOPED	Various - Dilworth Mountain	ON-LEASH	PARKLAND	128.11
Duggan Park	DEVELOPED	1494 Bernard Ave	ON-LEASH	PARKLAND	0.32
Eagle View Trail (Glenmore	DEVELOPED	2105 Glenmore Rd	ON-LEASH	LANDFILL	33.83

landfill)		and 2905 McKinley Rd			
Fairhall Park	DEVELOPED	2448 Fairhall Rd	ON-LEASH	PARKLAND	0.22
Fascieux Creek Wetland	DEVELOPED	3320 Casorso Rd	ON-LEASH	PARKLAND	1.59
Gallagher Community Park	UNDEVELOPED	1755 Gallagher Rd (various)	ON-LEASH	PARKLAND	5.99
Gerstmar Park	DEVELOPED	955 Gerstmar Rd	ON-LEASH	RDCO LEASE	1.26
Gopher Creek Linear Park	FUTURE	1723 Lynrick Rd (various)	ON-LEASH	PARKLAND	4.92
Harris Park	DEVELOPED	1287 Harris Ct	ON-LEASH	PARKLAND	0.18
Harvard Road Linear Park	DEVELOPED	2901 Harvard Rd	ON-LEASH	PUBLIC ROW	0.38
Hidden Lake Park	DEVELOPED	1188 Long Ridge Dr	ON-LEASH	PARKLAND	0.15
Hill Spring Park (The Ponds)	DEVELOPED	South of Redstem Street and Bergamont Ave	ON-LEASH	PARKLAND	3.5
Jack Robertson Memorial Park	DEVELOPED	1655 Willow Cr	ON-LEASH	PARKLAND	1.77
Jewel Park	DEVELOPED	327 Providence Ave	ON-LEASH	PARKLAND	0.37
Kerry Park	DEVELOPED	1480 Mill St	ON-LEASH	PARKLAND	0.71
Kelowna Memorial Park Cemetery	DEVELOPED	1991 Bernard Ave	ON-LEASH	PARKLAND	21.0
Knowles Heritage Park	DEVELOPED	865 Bernard Ave	ON-LEASH	PARKLAND	0.51
Knox Mountain Park	DEVELOPED	450 Knox Mountain Dr and (E of) Grainger Rd	ON-LEASH	PARKLAND	310
Kuipers Peak Park	DEVELOPED	792 Kuipers Cres, 1005 Hewetson Court, and 863 Hewetson Avenue	ON-LEASH	PARKLAND	10.80
Lochview Trail	DEVELOPED	Lochview Rd Beach Access and SROW for Public Access	ON-LEASH	SROW and ROAD ROW	1.10
Lund Park	DEVELOPED	1272 Lund Rd	ON-LEASH	PARKLAND	0.75
Main Street Park	DEVELOPED	411 Providence Ave	ON-LEASH	PARKLAND	0.38
Matera Glen Park	DEVELOPED	250 Glen Park Dr	ON-LEASH	STORM	0.83
McCarren Park	DEVELOPED	347 McCarren Ave	ON-LEASH	PARKLAND	0.45
Mill Creek Linear Park	UNDEV	Various	ON-LEASH	PARKLAND	30.11
Mill Creek Linear Park	DEVELOPED	1991 Ethel Street (adjacent to Mill Bridge Park and Hospice)	ON-LEASH	PARKLAND	0.26
Millard Glen Park	DEVELOPED	1840 Millard Ct W	ON-LEASH	STORM	0.50
Millbridge Park	DEVELOPED	1999 Bowes St	ON-LEASH	PARKLAND	1.17
Mission Recreation Park	DEVELOPED	4105 Gordon Dr	ON-LEASH	PARKLAND	45.84
Mission Ridge Park	DEVELOPED	900 Bullock Rd	ON-LEASH	PARKLAND	21.74
Moraine Park	DEVELOPED	700 Moraine Ct	ON-LEASH	PARKLAND	0.28
Mount Royal Open Space (Knox Mountain Park)	DEVELOPED	715 Royal View Drive and (End of) Royal	ON-LEASH	PARKLAND	7.2

		View Drive			
Mountainside Park	DEVELOPED	5437 Chute Lake Rd	ON-LEASH	PARKLAND	0.50
Mugford Park	DEVELOPED	425 Stetson St	ON-LEASH	PARKLAND	0.62
Newport Glen Park	DEVELOPED	130 Applebrooke Cr	ON-LEASH	STORM	0.47
Pacific Court Park	DEVELOPED	1961 Pacific Ct	ON-LEASH	PARKLAND	0.49
Parkinson Recreation Park	DEVELOPED	1800 Parkinson Way	ON-LEASH	PARKLAND	19.49
Ponds Community Park	DEVELOPED	4881 Gordon Dr and 1213 Frost Rd	ON-LEASH	PARKLAND	8.02
Priest Creek Linear Park	DEVELOPED	315 Balldock Rd	ON-LEASH	ROAD ROW	3.41
Providence Park	DEVELOPED	352 McCarren Ave	ON-LEASH	PARKLAND	0.46
Quail Ridge Linear Park	DEVELOPED	(S of) 2985 Quail Cr	ON-LEASH	ROAD ROW	3.29
Quarry Park	DEVELOPED	4882 Quarry Ct	ON-LEASH	PARKLAND	3.55
Quilchena Park	DEVELOPED	347 Quilchena Dr	ON-LEASH	PARKLAND	2.78
Redlich Pond Park	DEVELOPED	1646 Gillard Dr	ON-LEASH	PARKLAND	0.68
Roxby Centennial Plaza	DEVELOPED	250 Highway 33 W	ON-LEASH	PARKLAND	0.08
Rutland Bluff Linear Park	DEVELOPED	180 Froelich Rd	ON-LEASH	ROAD ROW	0.32
Rutland Lions Park	DEVELOPED	205 Gray Rd	ON-LEASH	PARKLAND	2.08
Rutland Recreation Park	DEVELOPED	375 Hartman Rd	ON-LEASH	PARKLAND	14.56
Selkirk Park	DEVELOPED	2500 Selkirk Dr	ON-LEASH	STORM	0.21
Shetland Linear Park	DEVELOPED	310 Shetland Road	ON-LEASH	PARKLAND	0.60
South Kelowna Centennial Park	DEVELOPED	4194 Spiers Rd	ON-LEASH	PARKLAND	3.94
South Mission Powerline Linear Park	DEVELOPED	5056 Windsong Cr	ON-LEASH	PARKLAND	4.97
Southridge Open Space	DEVELOPED	5010 South Ridge Dr	ON-LEASH	STORM	0.28
Southridge Open Space	DEVELOPED	5010 South Ridge Dr	ON-LEASH	STORM	3.33
Southridge Open Space	UNDEV	Various (Southridge)	ON-LEASH	PARKLAND	1.12
Southridge Open Space	UNDEV	Various (Southridge)	ON-LEASH	PARKLAND	0.51
Southridge Park	DEVELOPED	715 Southcrest Dr	ON-LEASH	PARKLAND	0.64
Still Pond Park	DEVELOPED	550 Still Pond Pl	ON-LEASH	PARKLAND	4.34
Stuart Park	DEVELOPED	1430 Water St	ON-LEASH	PARKLAND	1.60
Stockley Open Space	DEVELOPED	1035 Stockley St and 955 Stockley St	ON-LEASH	PARKLAND / ROW	9.48
Summerside Park	DEVELOPED	3858 Summerside Dr	ON-LEASH	PARKLAND	1.55
Sunset Drive Park	DEVELOPED	1055 Sunset Dr	ON-LEASH	PARKLAND	0.93
Surtees property (Bellevue Creek Greenway)	UNDEV	4629 Lakeshore Rd	ON-LEASH	PARKLAND	1.60
Sutherland Park	DEVELOPED	700 Ellis St	ON-LEASH	PARKLAND	2.04
Sutton Glen Park	DEVELOPED	464 Sutton Cr	ON-LEASH	STORM	0.62
Terrace Hill Park	DEVELOPED	180 Terrace Hill Pl	ON-LEASH	PARKLAND	0.22
Thomson Creek	DEVELOPED	4188 Lakeshore Rd	ON-LEASH	PARKLAND	0.33
Thomson Marsh Park	DEVELOPED	4125 Gordon Dr	ON-LEASH	PARKLAND	9.59
Tulameen Park	DEVELOPED	350 Providence Ave	ON-LEASH	PARKLAND	0.66
Valley Glen Wetland	DEVELOPED	530 Valley Rd	ON-LEASH	STORM	0.71

Waste Water Treatment Plant	DEVELOPED	951 Raymer Ave	ON-LEASH	CITY LAND	1.40
Waterfront Park	DEVELOPED	1200 Water St	ON-LEASH	PARKLAND	6.73
Whitman Glen Park	DEVELOPED	308 Whitman Rd	ON-LEASH	STORM	0.53
Wilson Creek Linear Park	DEVELOPED	(W of) Gordon Dr	ON-LEASH	PARKLAND	0.38
Winslow Park	DEVELOPED	5386 Winslow St	ON-LEASH	PARKLAND	0.25
Wyndham Park	DEVELOPED	131 Wyndham Cr	ON-LEASH	PARKLAND	0.15
				TOTAL	811.37

SCHEDULE H

Parkland Inventory

Park Name	KID	Address(es)	Legal Parcels		
			Plan	Lot	Block
Abbott Park	334312	2938 Abbott St	2336	10	
	351039	2955 Abbott St	4743	PARK	
Anchor Park	240313	1691 Ellis St	272	21	1
	240349	1691 Ellis St	272	22	1
Aurora Property	385171	245 Aurora Cr	46961	13	
Avonlea Park	408221	274 Avonlea Way	53041	25	
Ballou Park	374708	1859 Ballou Rd	44322	13	
	374684	406 Moubray Rd	44322	11	
Bankhead Park	390866	1400 Bankhead Cr	4451	PARK	
Barlee Park	108771	1890 Barlee Rd	10140	7	
	108769	1898 Barlee Rd	10140	8	
Begbie Park	705664	1410 Union Rd	86750	2	
Belgo Park	176305	895 Belgo Rd	12340	A	
Bella Vista Park	698921	2342 Loseth Rd	86363	42	

**Bellevue Creek
Greenway**

732684	4685 Gordon Dr	90235	B
702376	4711 Gordon Dr	86608	1
561578	4821 Gordon Dr	67461	B
553088	4881 Gordon Dr	66779	3
760012	781 Varney Ct	EPP29740	1
759539	781 Varney Ct	EPP29741	

Belmont Park

553126	4444 Belmont Rd	66568	1
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Ben Lee Park

562164	900 Houghton Rd	67470	A
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**Benmore Court
Open Space**

608389	5241 Benmore Ct	74275	41
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Birkdale Park

711817	363 Prestwick St	87742	49
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**Black Mountain
Park**

154892	1755 Gallagher Rd	29045	1
144509	1871 Gallagher Rd	2736	3
744184	2157 Hwy 33 E	92110	B
241683	2105 Joe Riche Rd	29045	2

**Black Mountain
Recreation
Corridor**

668878	2030 Hwy 33 E	82430	21
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Blair Pond Park

678590	270 Clear Pond Pl	83526	3
582192	333 Clifton Rd	70047	1

**Boyce-Gyro
Beach Park**

147506	3326 Lakeshore Rd	2708	27	
450066	3400 Lakeshore Rd			
100800	3400 Lakeshore Rd	515	5	3
100812	3400 Lakeshore Rd	515	1	3
100824	3400 Lakeshore Rd	515	10	3
100836	3400 Lakeshore Rd	515	10A	3
100848	3400 Lakeshore Rd	515	8A	3
100851	3400 Lakeshore Rd	515	11	3
100863	3400 Lakeshore Rd	515	11A	3
100875	3400 Lakeshore Rd	515	1A	3
100887	3400 Lakeshore Rd	515	9A	3
100899	3400 Lakeshore Rd	515	8	3
100901	3400 Lakeshore Rd	515	4A	3
100913	3400 Lakeshore Rd	515	3A	3
100925	3400 Lakeshore Rd	515	9	3
100937	3400 Lakeshore Rd	515	4	3
100949	3400 Lakeshore Rd	515	2	3
100952	3400 Lakeshore Rd	515	6	3
100964	3400 Lakeshore Rd	515	6A	3
100976	3400 Lakeshore Rd	515	5A	3
100988	3400 Lakeshore Rd	515	2A	3
100990	3400 Lakeshore Rd	515	7A	3
101004	3400 Lakeshore Rd	515	7	3
101016	3400 Lakeshore Rd	515	3	3
356093	3400 Lakeshore Rd	515	12A	3
356105	3400 Lakeshore Rd	515	12	3
125726	3502 Lakeshore Rd	34844	1	
105825	3504 Lakeshore Rd	30748	B	
141984	3508 Lakeshore Rd	36346	1	

**Brandt's Creek
Linear Park**

698073	225 Glen Park Dr	K3419	CP	
620509	249 Snowsell St	75867	2	

Briarwood Park

295143	310 Primrose Rd	26724	1	
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Brighton Park	435281	559 Milton Rd	62497	PARK
Calmels Park	600812	1059 Calmels Cr	61376	1
Cameron Park	350532	2337-2345 Richter St	9012	A
Canyon Falls Park	404350	1856 Canyon Falls Ct	52450	PARK
Carney Park	557784	1890 Capistrano Dr	67478	PARK
Caro Park	112817	27 Caro Rd	21321	5
	112781	31 Caro Rd	21321	4
	373148	(S OF) Spruceglen Dr	43683	PARK
Casorso Park	739638	3715 Casorso Rd	91847	A
Cassiar Park	348173	669 Cassiar Cr	40570	58
Cedar Creek Park	142859	5200 Lakeshore Rd	2647	1
Chichester Wetland Park	753005	(S OF) Chichester Ct	EPP12195	5
	340226	1310 Chichester Ct	31160	PARK
	620764	1371 Findlay Rd	77097	6
	318168	250 Sumac Rd W	34873	12
	597168	280 Sumac Rd W	72794	7

City Park				
	356954	1600 Abbott St	5352	A
	390260	1600 Abbott St	DL14	Z
Clarence Greenspace				
	687346	823 Clarence Ave	84694	27
Cook Road Boat Launch				
	420986	3786 Lakeshore Rd	2912	5
Crawford Estates Bridle Paths				
	290662	1380 Blueridge Rd	24972	139
	390029	1381 Blueridge Rd	24972	138
	631235	1329 Mission Ridge Rd	24972	141
	290650	4612 Parkridge Dr	24972	140
Cross Glen Park				
	402709	1899 Aitkins Ct	51899	PARK
	376970	207 Biggar Rd	45309	PARK
	388381	207 Biggar Rd	48133	PARK
Curlew Park				
	116638	5210 Lark St	32591	166
Davie Park				
	561681	300 Davie Rd	67273	A
Dehart Park				
	581947	639 DeHart Rd	69898	2
	185823	649 DeHart Rd	25195	B
	179919	655 DeHart Rd	23922	1
	587484	659 DeHart Rd	71453	A
	725096	687 DeHart Rd	89280	A

**Dilworth
Mountain Park**

585694	2100 Chilcotin Cr	71172	A
555804	1125 Chilcotin Ct	66626	33
210474	965 Dilworth Dr	32211	67
207807	1050 Dilworth Dr	31871	50
335253	1200 Dilworth Dr	31871	51
561907	1220 Dilworth Dr	67326	13
243586	1240 Dilworth Dr	31873	28
583776	(S OF) Nechako Ct	70530	A
243598	(OFF OF) Omineca Pl	31873	27
348007	786 Rifle Rd	40570	41
393138	2280 Selkirk Dr	50743	1
424248	(E OF) Summit Dr	57982	45
562760	(N OF) Summit Dr	67806	1
431849	(S OF) Summit Dr	60483	47
372730	(S OF) Summit Dr	43836	49
415909	(S OF) Summit Dr	54753	40
605748	2110 Summit Dr	74074	4
393088	2379 Summit Dr	50742	1

**Dilworth Soccer
Park**

207946	950 Dilworth Dr	31716	G
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Duggan Park

195711	1494 Bernard Ave	29749	32
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East Kelowna Park

334110	2735-2779 East Kelowna Rd	187	25
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Edith Gay Park

411518	228 Klassen Rd	53315	18
411520	240 Klassen Rd	53315	19
411532	252 Klassen Rd	53315	20
411544	264 Klassen Rd	53315	21
411557	276 Klassen Rd	53315	22
252508	305 Moyer Rd	425	39

Ellison Dog Park

231985	4680-4720 Old Vernon Rd	11796	1
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Enterprise Park

562822	2500 Enterprise Way	67601	4
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Fairhall Park

147328	2448 Fairhall Rd	27463	22
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Fascieux Creek Wetland

371144	3320 Casorso Rd	43582	PARK
385258	(E OF) Richter St	46535	PARK

Francis Brook Linear Park

675671	(S OF) Fitzpatrick Rd	83148	B
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Garner Pond Park

597093	1687 Lewis Rd	72858	B
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Gerstmar Park

189771	955 Gerstmar Rd	16702	B
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**Glenmore
Recreation Park**

754250 [289-291 Valley Rd](#) EPP16971 A

**Glenmore Road
North
Greenspace**

432308 [259 Glenmore Rd N](#) 61643 PARK

**Glenmore Sports
Park**

576897 [500 Valley Rd N](#) 68617 A

Golfview Park

431357 [810 Valley Rd](#) 60637 2

431369 [810 Valley Rd](#) 60637 PARK

**Gopher Creek
Linear Park**

384584 [1455 Alpine Ave](#) 46850 PARK

758234 [\(N OF\) Fulmer Rd](#) EPP29542 A

331013 [1840 Gallagher Rd](#) 20732 29

655426 [1784 Loseth Rd](#) 80832 1

412294 [1723 Lynrick Rd](#) 53392 PARK

**Guisachan
Heritage Park**

357347 [1056-1060 Cameron
Ave](#) 37018 PARK

Harris Park

597168 [280 Sumac Rd W](#) 72794 7

Hartman Park

111500 [1250 Hartman Rd](#) 31812 28

Hartwick Park

154981 [1480 Lambert Ave](#) 9950 1

**Harvard Road
Linear Park**

640638	4538 Gaspardone Rd	78581	6
640640	4546 Gaspardone Rd	78581	7
435661	2855 Harvard Rd	62784	13
611221	2957 Harvard Rd	74510	3

**Hidden Lake
Park**

663651	1188 Long Ridge Dr	81912	14
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High Noon Park

553367	4680 Old Vernon Rd		
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Hill Spring Park

741113	(S OF) Redstem St	EPP9638	40
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Hollydell Park

271205	905 Hollydell Rd	27580	A
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Hollywood Park

	375600 415 Hollywood Ct	44682	PARK
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Jack Brow Park

336990	890-900 Guy St	6621	A
323725	920 Guy St	887	2
323749	920 Guy St	887	4
323752	920 Guy St	887	3

**Jack Robertson
Memorial Park**

212201	1655 Willow Cr	3329	26
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**Jack Smith Lake
Park**

695242	(S OF) Gordon Dr	86178	1
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James Hockey Park	403257	1000 James Hockey Pl	51928	PARK
Jewel Park	629458	327 Providence Ave	76664	61
Johnson Park	274100	2540 Johnson Rd	28781	A
Kasugai Gardens	125803	1435 Water St	5438	A
Kelowna Memorial Cemetery	176394	(E END) Bernard Ave	415	37
	585706	1991 Bernard Ave	16707	1
	578737	1991 Bernard Ave	69306	2
	176382	1991 Bernard Ave	1476	18
	357069	1991 Bernard Ave	1476	B
	340012	1991 Bernard Ave	1476	3
	434264	1495 Hardy St	62742	B
	578725	(E OF) Spall Rd	69306	1
Kerry Park	306516	202 Bernard Ave	2732	2
	306492	210 Bernard Ave	2732	1
	176026	248 Bernard Ave	2207	3
	211021	1466 Mill St	2207	1
	346953	1480 Mill St	40519	1

**Kettle Valley
Sport Field Park**

691294 [410 Providence Ave](#) 85435 1

Kinsmen Park

124139 [2600 Abbott St](#) 23590 3

KLO Sportsfields

411583 [1456 KLO Rd](#) 53338 2

**Knowles
Heritage Park**

744261 [865 Bernard Ave](#) 92254 1

**Knox Mountain
Park**

296842 [540 Broadway Ave](#) 8841 2

289443 [650 Broadway Ave](#) 1306 6 23

295408 [654 Broadway Ave](#) 1306 4 23

289429 [656 Broadway Ave](#) 1306 5 23

289417 [660 Broadway Ave](#) 1306 4 23

289393 [670 Broadway Ave](#) 1306 3 23

289405 [684 Broadway Ave](#) 1306 2 23

289431 [696 Broadway Ave](#) 1306 1 23

408548 [256 Camelot Ct](#) 53041 PARK

562897 [326 Clifton Rd](#) 67749 PARK

562733 [336 Clifton Rd](#) 67563 PARK

381210 [452 Clifton Rd](#) 46317 PARK

678816 [\(E OF\) Grainger Rd](#) 55949 A

655453 [\(W OF\) Knox
Mountain Dr](#) 80354 A

244689 [450 Knox Mountain
Dr](#) 362 6

100014 [500 Knox Mountain
Dr](#) T23 S6 SW1/4

259174 [500 Knox Mountain
Dr](#) T23 S6 SW1/4

245617 [500 Knox Mountain
Dr](#) T23 S6 SW1/4

296855 [580 Knox Mountain
Dr](#) 8841 1

385221	(W OF) Magic Dr	46793	PARK	
361636	155 Magic Dr	42134	PARK	
243865	(E OF) Poplar Point Dr	T26 S31	NW1/4	
262788	(END OF) Poplar Point Dr	T26 S31	NW1/4	
417838	239 Poplar Point Dr	56205	A	
749767	559 Poplar Point Dr	1306	41	23
749755	563 Poplar Point Dr	1306	40	23
270278	565 Poplar Point Dr	6755	A	
371169	(N END OF) Richter St	43487	B	
376285	475 Rio Dr S	44110	2	
426953	1245 Rio Dr S	44110	1	
392391	(N OF) Royal Pine Dr	39329	PARK	
350494	(END OF) Royal View Dr	11890	1	
369330	715 Royal View Dr	43005	38	
754805	768 Trench Pl	EPP24541	A	
754817	796 Trench Pl	EPP24542	A	
122212	(W OF) Watson Rd	T26 S32	NE1/4	
376297	349 Woodwind Ct	44110	PARK	

Kuipers' Peak Mountain Park

583131	792 Kuipers Cr	70485	1	
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Lake Avenue Beach Access

636832	128 McTavish Ave	77806	1	
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**Lebanon Creek
Linear Park**

682117	5523 Mountainside Dr	84031	2
766914	5618 Mountainside Dr	EPP35140	56
764438	(W OF) South Perimeter Way	89051	A
725387	5581 South Perimeter Way	89468	1

**Leon Creek
Linear Park**

714813	(S OF) Swan Dr	88425	10
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Lillooet Park

417941	2180 Summit Dr	56071	1
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Lombardy Park

296766	(END OF) Orchard Dr	28785	1
296653	1356 Orchard Dr	17047	52
215273	1320 Wilson Ave	14545	3

Loseth Park

438806	1535 Loseth Dr	64911	33
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Lost Creek Park

740212	155 Lost Creek Ct	EPP9195	53
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Lund Park

669122	1250 Lund Rd	82430	46
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**Luxmoore Linear
Park**

418259	3605 Luxmoore Rd	56325	1
418261	3617 Luxmoore Rd	56325	2
418273	3629 Luxmoore Rd	56325	3
418285	3653 Luxmoore Rd	56325	4
418297	3665 Luxmoore Rd	56325	5

Main Street Park	423006	411 Providence Ave	57685	PARK	
Manhattan Drive Beach Access	142721	842 Manhattan Dr	2669	1	
Mappin Court Park	357398	2673 Mappin Ct	29776		
Martin Park	285700	1434 Graham St	3163	1	
Mary Ann Collinson Memorial Park	186674	1250 Pridham Ave	9625	19	3
Matera Glen Park	389849	250 Glen Park Dr	48643	40	
Maude Roxby Wetland	357107	(W OF) Abbott St	DL5002		
McCarren Park	648837	347 McCarren Ave	79583	11	
McKinley Landing Park	402178	2186 Bennett Rd	51757	1	
McKinley Mountain Park	714686	1798 Shayler Pl	88870	17	
McTavish Avenue Beach Access	334452	111 McTavish Ave	5466	REM A	

**Merlin Court
Greenspace**

361624 [244 Clifton Rd](#) 42134 59

**Mill Creek Linear
Park**

276358 [363 Boyce Cr](#) 5923 A
 760063 [\(N OF\) Burne Ave](#) EPP27033 1
 324107 [816 Burne Ave](#) 2873 3
 324184 [846 Burne Ave](#) 2873 5
 324172 [854 Burne Ave](#) 2873 6
 691243 [803 Copeland Pl](#) 85033 B
 234524 [630 Elliot Ave](#) 830 15 20
 340529 [630 Elliot Ave](#) 814 18
 562822 [2500 Enterprise Way](#) 67601 4
 757244 [2616 Enterprise Way](#) EPP27813 2
 682358 [1991 Ethel St](#) 84590 2
 114482 [1896 Marshall St](#) 3286 1
 686357 [2691 McCurdy Rd](#) 84653 3
 157560 [1939 Pandosy St](#) 1952 B
 205082 [2019 Richter St](#) 700 90

Millard Glen Park

398863 [1840 Millard Ct W](#) T29 S29 SW1/4
 393569 [1840 Millard Ct W](#) 50533 PARK
 375737 [\(N OF\) Union Rd](#) 44705 PARK

Millbridge Park

373504 [1999 Bowes St](#) 29691 PARK

**Mission Creek
Greenway**

	752344	3830 Swamp Rd	EPP21089	A
	739689	S OF Truswell Rd	91725	2
	294049	579 Truswell Rd	15736	B
	340265	579 Truswell Rd	3306	3
	340671	579 Truswell Rd	3306	2
	694567	3895 Truswell Rd	86050	2
Mission Creek Mountain Bike Skills Park				
	679491	1960 Hollywood Rd S	82009	B
Mission Recreation Park				
	628847	4075-4105 Gordon Dr	80134	2
	628835	900 Lexington Dr	80134	1
Mission Ridge Park				
	312037	900 Bullock Rd	9269	1
	631223	(E OF) Hammer Ct	77678	6
	604897	4481 Schamerhorn Ct	74274	B
Moraine Park				
	274326	700 Moraine Ct	28134	4
Mountainside Park				
	735794	5437 Chute Lake Rd	90816	62
Mugford Park				
	638836	425 Stetson St	78198	19
Munson Pond Park				

	638851	2855 Burtch Rd	78252	B
	309260	1609 Munson Rd	415	5
	309258	1759 Munson Rd	415	6
Naito Park				
	382046	115 Naito Ct	46412	PARK
	417547	115 Naito Ct	56062	PARK
	385031	115 Naito Ct	46888	PARK
Newport Glen Park				
	379685	130 Applebrooke Cr	45973	PARK
	387922	130 Applebrooke Cr	47769	PARK
North Glenmore Dog Park				
	239234	2070 Glenmore Rd N	16293	1
	239032	2102 Glenmore Rd N	16662	1
	231389	2140 Glenmore Rd N	31201	B
	231377	2150 Glenmore Rd N	31201	A
	379305	2345 Werger Rd	45841	A
Osprey Park				
	220119	2600 Richter St	3769	38
Pacific Court Park				
	217897	1986 Lindahl St	3317	11
	205258	2002 Lindahl St	30703	A
	744499	2028 Lindahl St	92087	1
	152126	1961 Pacific Ct	28485	PARK

**Parkinson
Recreation Park**

117186	1700-1800 Parkinson Way	32159	2
124154	1800 Parkinson Way	23634	2
174452	1800 Parkinson Way	32159	18
282766	1456 Spall Rd	37596	A
390132	(N OF) Ufton Ct	27683	PARK

Powerline Park

718127	4940 Gordon Dr	88577	A
679820	5018 Seon Cr	83780	4
680669	5018 Seon Cr	83978	66
576315	5012 South Ridge Dr	68647	3
635196	5056 Windsong Cr	77753	34

**Priest Creek
Linear Park**

728700	3987 Casorso Rd	89916	1
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Providence Park

620030	352 McCarren Ave	75525	18
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Quail Place Park

407395	2500 Quail Pl	52925	PARK
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Quarry Park

607906	4882 Quarry Ct	74312	34
681014	4883 South Ridge Dr	84581	2

Quilchena Park

691306	347 Quilchena Dr	85435	2
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Recreation Avenue Park

624610	551 Recreation Ave	76448	A
624622	663 Recreation Ave	76448	B

Redlich Pond Park

207617	1646 Gillard Dr	21673	A
357259	1541 Pinehurst Cr	13519	10

Redridge Park

390346	4805 Westridge Dr	39609	PARK
392415	4805 Westridge Dr	43389	PARK

Rembler Creek Linear Park

601877	5052 Chute Lake Rd	73174	26
633924	5226 Cobble Cr	77532	30

Richmond Park

207100	1625 Richmond St	11379	7
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Rockview Park

735958	445 Rockview Lane	91022	2
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Rotary Beach Park

109191	3694 Lakeshore Rd	B5675	23A
333272	3696 Lakeshore Rd	B5675	24A
123620	3726 Lakeshore Rd	33464	A

**Rotary Marsh
Park**

307328	(OFF OF) Sunset Dr	DL3457	
609936	(W OF) Sunset Dr	DL5297	
361826	1050 Sunset Dr	42174	8

Rowcliffe Park

749324	1850 Richter St	92715	7
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**Roxby
Centennial Plaza**

329197	250 Hwy 33 W	35012	B
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**Rutland Lions
Park**

356271	175 Gray Rd	14412	39
292944	175 Gray Rd	14412	1
292932	215 Gray Rd	14412	2

**Rutland
Recreation Park**

737281	645 Dodd Rd	91112	1
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**Sarsons Beach
Park**

257752	4410 Hobson Rd	23281	A
276764	4398 Sarsons Rd	29652	1

Selkirk Park

713722	2501 Selkirk Dr	31716	A
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Shetland Park

718762	3010 Shetland Rd	88257	128
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**Skyland Open
Space**

718038	119 Skyland Dr	88266	95
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Sonora Park				
	424996	(S OF) Lindsay Dr	58501	PARK
	380408	1634 Sonora Dr	37698	PARK
	391146	1634 Sonora Dr	49263	PARK
South Kelowna Centennial Park				
	418083	4194 Spiers Rd	56356	A
Southridge Detention Pond & Open Space				
	587460	(S OF) South Crest Dr	68647	56
	576315	5012 South Ridge Dr	68647	3
Southridge Open Space				
	633924	5226 Cobble Cr	77532	30
Southridge Park				
	576861	715 South Crest Dr	68647	58
	576873	5045 South Ridge Dr	68647	59
Still Pond Park				
	651670	1198 Long Ridge Dr	80107	75
	646961	550 Still Pond Pl	79018	J
Stillingfleet Park				
	374443	1250 McBride Rd	44182	1
Stockley Open Space				
	663194	1035 Stockley St	81890	6

Strathcona Beach Park	306225	2290 Abbott St	186	14	
Stuart Park	339541	1410 Water St	16592	A	
	678552	1430 Water St	83363	1	
Sumac Park	412268	372 Phipps Cr	53321	PARK	
	412256	372 Phipps Cr	53321	67	
Summerside Park	313080	3858 Summerside Dr	32380	36	
Summit Park	417954	2218 Summit Dr	56071	2	
	381501	2230 Summit Dr	46337	27	
	381513	2280 Summit Dr	46337	PARK	
Sunset Drive Park	577370	1055 Sunset Dr	68693	11	
Surtees Property (Bellevue Creek Greenway)	587662	4629 Lakeshore Rd	71341	A	
Sutherland Bay Park	260125	450 Broadway Ave	34306	B	
	235438	610 Ellis St	1306	11	18
	235440	612 Ellis St	1306	12	18

235453	622 Ellis St	1306	13	18
235465	632 Ellis St	1306	14	18
235477	638 Ellis St	1306	15	18
235489	642 Ellis St	1306	16	18
357158	650 Ellis St	DL9		
242317	700 Ellis St	2996	1	
336103	567 Poplar Point Dr	1306	12	22
332953	587 Poplar Point Dr	1306	11	22
332965	587 Poplar Point Dr	1306	10	22
336089	589 Poplar Point Dr	1306	9	22
260137	599 Poplar Point Dr	34306	A	

Sutton Glen Park

393417	464 Sutton Cr	50371	PARK	
434086	464 Sutton Cr	62410	D	

Terrace Hill Park

623240	180 Terrace Hill Pl	75949	65	
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Thomson Marsh Park

654094	4125 Gordon Dr	80134	3	
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Tower Ranch Mountain Park

656733	1501 Tower Ranch Dr	80993	5	
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Tulameen Park

691318	350 Providence Ave	85435	3	
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**University South
Park**

765431 [\(S OF\) Academy Way](#) EPP33993 A

**Upper Canyon
Open Space**

718065 [1367 Clear Pond Ct](#) 88266 98

740426 [1285 Rio Dr](#) EPP9195 74

759200 [205 Upper Canyon
Dr N](#) EPP24897 75

**Valley Glen
Wetland**

415075 [530 Valley Rd](#) 54403 PARK

**Vernon Creek
Linear Park**

648383 [120 Bubna Rd](#) 79495 10

648371 [125 Bubna Rd](#) 79495 9

Walrod Park

104758 [825 Walrod St](#) 8081 1

**Water Street
Boat Launch**

383796 [1354 Water St](#) 46717 1

Waterfront Park

361776 [1200 Water St](#) 42174 3

361840 [1220 Water St](#) DL3454

383796 [1354 Water St](#) 46717 1

**Waterfront
Walkway - El
Dorado
Hotel/Manteo
Resort**

764477	(W OF) Lakeshore Rd	EPP30982	B
764440	3760 Lakeshore Rd	EPP30981	1

**Waterfront
Walkway -
Kinsmen Park to
Strathcona Park**

645781	2358 Abbott St	78760	1
626577	288 Atwood Pl	76227	1
610890	330 Francis Ave	74292	A
584766	341 Francis Ave	70822	2

**Waterfront
Walkway -
Mission Shores**

604366	3882 Truswell Rd	73674	2
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Watt Park

133393	3175 Watt Rd	6500	9	2
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**Whitman Glen
Park**

391641	308 Whitman Rd	49467	B
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**Wigglesworth
Park**

400275	444 Wigglesworth Cr	51596	PARK
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**Wilden Ridge
Pond**

718040	182 Skyland Dr	88266	96
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**Wilson Creek
Linear Park**

412763	3760 Gordon Dr	53802	PARK
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**Windermere
Park**

376234	3545 Windermere Rd	44830	PARK
387187	3545 Windermere Rd	47673	PARK

Winslow Park

597764	5350 Winslow St	72846	PARK
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Wyndham Park

403004	131 Wyndham Cr	51847	PARK
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CITY OF KELOWNA

BYLAW NO. 11024

Amendment No. 10 to Bylaw Notice Enforcement Bylaw No. 10475

The Municipal Council of the City of Kelowna, in open meeting assembled, enacts that the City of Kelowna Bylaw Notice Enforcement Bylaw No. 10475 be amended as follows:

- 1) THAT Schedule "A", Parks and Public Spaces Bylaw No. 10680 be amended by deleting both Sections 3.9 that read:

10680	3.9	Permit a dog in a park	\$100.00	\$90.00	\$110.00	No
10680	3.9	Permit a dog to run at large in a park	\$100.00	\$90.00	\$110.00	No

And replacing it with:

10680	3.9	Permit a dog in a park where prohibited	\$100.00	\$90.00	\$110.00	No
10680	3.9	Dog in park without a leash (1 st offense)	\$100.00	\$90.00	\$110.00	Yes
10680	3.9	Dog in park without a leash (2 nd offense)	\$200.00	\$190.00	\$210.00	Yes
10680	3.9	Dog in park without a leash (3 rd offense)	\$300.00	\$290.00	\$210.00	Yes
10680	3.9	Failure to clean up dog excrement	\$150	\$140	\$160	Yes

- 2) AND THAT Schedule "A", Parks and Public Spaces Bylaw No. 10680 be amended by deleting Sections 3.41 and 3.44 that read:

10680	3.41	Create a nuisance in a park	\$100.00	\$90.00	\$110.00	No
10680	3.44	Unauthorized use of electricity or city utility	\$100.00	\$90.00	\$110.00	No

And replacing them with:

10680	3.41	Create a nuisance in a park	\$150.00	\$140.00	\$160.00	No
10680	3.44	Unauthorized use of electricity or city utility	\$150.00	\$140.00	\$160.00	No

- 3) This bylaw may be cited for all purposes as "Bylaw No. 11024, being Amendment No. 10 to Bylaw Notice Enforcement Bylaw No. 10475."
- 4) This bylaw shall come into full force and effect and is binding on all persons as and from the date of adoption.

Read a first, second and third time by the Municipal Council this 23rd day of March, 2015.

Adopted by the Municipal Council of the City of Kelowna this

Mayor

City Clerk