

**City of Kelowna  
Regular Council Meeting  
AGENDA**



Monday, May 25, 2015  
1:30 pm  
Council Chamber  
City Hall, 1435 Water Street

	<b>Pages</b>
<b>1. Call to Order</b>	
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.	
<b>2. Confirmation of Minutes</b>	4 - 9
Regular PM Meeting - May 11, 2015	
<b>3. Public in Attendance</b>	
<b>3.1 Festivals Kelowna</b>	10 - 34
Annual presentation to Council by Executor Director, Renata Mills	
<b>4. Development Application Reports &amp; Related Bylaws</b>	
<b>4.1 5000 Gordon Drive, OCP15-0005 &amp; Z15-0019 - No 21 Great Projects Ltd.</b>	35 - 45
To consider an Official Community Plan Amendment and Rezoning application to amend the Future Land Use designations and rezone portions of the subject property.	
<b>4.2 5000 Gordon Drive, BL11098 (OCP15-0005) - No. 21 Great Projects Ltd.</b>	46 - 47
To give Bylaw No. 11098 first reading in order to change the future land use designation of the subject property.	
<b>4.3 5000 Gordon Drive, BL11099 (Z15-0019) - No. 21 Great Projects Ltd.</b>	48 - 49
To give Bylaw No. 11099 first reading in order to rezone the subject property from A1 - Agriculture 1 zone to the RU2H - Medium Lot Housing Hillside Area zone.	

<b>4.4</b>	<b>1908 and 1924 Henkel Road, Z14-0002 - Surinder Gosal</b>	50 - 52
	To extend the date for adoption of Zone Amending Bylaw No. 10941 (Z14-0002) from April 15, 2015 to April 15, 2016.	
<b>4.5</b>	<b>721-725 Francis Avenue, Rezoning Extension Application Z13-0038 - Aldo &amp; Wilma Clinaz</b>	53 - 56
	The applicant is seeking an extension for an application to rezone the subject property from the RU6 - Two Dwelling Housing zone to the RM1 - Four Dwelling Housing, to allow the applicant additional time to meet the requirements of the zoning request.	
 <b>5. Non-Development Reports &amp; Related Bylaws</b>		
<b>5.1</b>	<b>Revitalization Tax Exemption Agreement, 460 Doyle Avenue</b>	57 - 67
	To enter into a Revitalization Tax Exemption Agreement for the 'Okanagan Centre for Innovation' in accordance with Revitalization Tax Exemption Program Bylaw No. 9561.	
<b>5.2</b>	<b>Mobile Food Concession Contract - City Park</b>	68 - 115
	To enter into a mobile food concession contract with Konz Pizza In A Cone (Konz) for mobile food vending services in City Park.	
<b>5.3</b>	<b>55+ BC Games Bid</b>	116 - 118
	To provide Council with information about hosting the 55+ BC Games and to seek Council's approval to proceed with a bid to host the games in 2017, 2018 or 2019.	
<b>5.4</b>	<b>Crown Land Tenure Application - At 1844 Dewdney Road</b>	119 - 126
	To seek support of Council in order to proceed with securing legal tenure for an existing dock abutting an upland undeveloped park property recently purchased by the City.	
<b>5.5</b>	<b>Partial Road Closure - Adjacent to GEID Flume Lands</b>	127 - 130
	To close a portion of unused road to facilitate a land exchange with the University of British Columbia - Okanagan ("UBCO") as required for the construction of John Hindle Drive.	
<b>5.6</b>	<b>1079 Curtis Road (Road at end of) Adjacent to GEID Flume, BL11097 - Road Closure Bylaw</b>	131 - 132
	To give Bylaw No. 11097 first, second and third readings in order to close a portion of Road at end of 1079 Curtis Road.	

<b>6.</b>	<b>Bylaws for Adoption (Non-Development Related)</b>	
6.1	Osprey Avenue (portion of) Adjacent to 561 McKay Avenue and 2600 Richter Street, BL11089 - Road Closure Bylaw	133 - 134
	To adopt Bylaw No. 11089.	
<b>7.</b>	<b>Draft Resolution</b>	135 - 135
	Council Committee Appointment	
<b>8.</b>	<b>Mayor and Councillor Items</b>	
<b>9.</b>	<b>Termination</b>	



**City of Kelowna  
Regular Council Meeting  
Minutes**

Date: Monday, May 11, 2015  
 Location: Council Chamber  
 City Hall, 1435 Water Street

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

Staff Present City Manager, Ron Mattiussi, City Clerk, Stephen Fleming, Cultural Services Manager, Sandra Kochan\*; Financial Services Director, Genelle Davidson\*; Urban Planning Supervisor, Lindsey Ganczer\*; Infrastructure Director, Alan Newcombe\*; Community Planning & Real Estate Director, Doug Gilchrist\*; Parking Services Manager, Dave Duncan\*; Council Recording Secretary, Arlene McClelland

(\* denotes partial attendance)

**1. Call to Order**

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

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

**2. Confirmation of Minutes**

Moved By Councillor Singh/Seconded By Councillor Stack

R358/15/05/11 THAT the Minutes of the Regular Meetings of May 4, 2015 be confirmed as circulated.

Carried

**3. Public in Attendance**

**3.1 Alternator Centre for Contemporary Art**

Sandra Kochan, Cultural Services Manager;  
 - Introduced Peter Green, Gallery Manager

Peter Green, Alternator Gallery Manager:

- Provided a PowerPoint Presentation summarizing the 2014 activities and responded to questions from Council.

#### 4. Committee Reports

##### 4.1 Financial Statements for the Year Ending December 31, 2014

Staff:

- Provided an overview of the Financial Statements and recommended appropriation of surplus to general reserves and responded to questions from Council.

Moved By Councillor Stack/Seconded By Councillor Given

**R359/15/05/11** THAT Council receives, for information, the Report from the Audit Committee dated April 30, 2015 with respect to the Consolidated Financial Statements and Auditor's Report for the City of Kelowna for the year ending December 31, 2014;

AND THAT Council approves the appropriation of \$2,900,000 of surplus generated from all general fund operations in 2014 to reserves as detailed in the Report from the Audit Committee dated April 30, 2015;

AND FURTHER THAT the Consolidated Financial Statements and Auditor's Report be reprinted in and form part of the City of Kelowna's annual report.

Carried

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

##### 5.1 1432 McInnes Avenue, Z15-0014 - Caroline Kaltenhauser

Staff:

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

Moved By Councillor Sieben/Seconded By Councillor Hodge

**R360/15/05/11** THAT Rezoning Application No. Z15-0014 to amend the City of Kelowna Zoning Bylaw No. 8000 by changing the zoning classification of Lot 3 District Lot 137 ODYD Plan 3756, located on 1432 McInnes Avenue, Kelowna, BC from RU6 - Two Dwelling Housing zone to RM1 - Four Dwelling Housing zone be considered by Council;

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

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

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

AND FURTHER THAT final adoption of the Zone Amending Bylaw be considered subsequent to approval of the Ministry of Transportation and Infrastructure.

Carried

**5.2 1432 McInnes Avenue, BL11094 (Z15-0014) - Caroline Kaltenhauser**

Moved By Councillor Hodge/Seconded By Councillor Gray

R361/15/05/11 THAT Bylaw No. 11094 be read a first time.

Carried

**5.3 1280 Highway 33 East, Z15-0011 - Imre & Jennifer Csorba**

Staff:

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

Moved By Councillor Singh/Seconded By Councillor Given

R362/15/05/11 THAT Rezoning Application No. Z15-0011 to amend the City of Kelowna Zoning Bylaw No. 8000 by changing the zoning classification of Lot B Section 13 Township 26 ODYD Plan 25650, located on 1280 Highway 33 East, Kelowna, BC from A1 - Agriculture 1 zone to A1c - Agriculture 1 with Carriage House zone, be considered by Council;

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

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

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

AND FURTHER THAT final adoption of the Zone Amending Bylaw be considered subsequent to approval of the Ministry of Transportation and Infrastructure.

Carried

**5.4 1280 Highway 33 East, BL11095 (Z15-0011) - Imre & Jennifer Csorba**

Moved By Councillor Gray/Seconded By Councillor Hodge

R363/15/05/11 THAT Bylaw No. 11095 be read a first time.

Carried

**5.5 Memorial Parkade - Parkade Naming and Budget Update**

Staff:

- Provided a PowerPoint Presentation summarizing the report and responded to questions from Council.

Moved By Councillor DeHart/Seconded By Councillor Sieben

R364/15/05/11 THAT Council endorses, by resolution, "Memorial Parkade" as the formal name for use on the new parkade to be constructed at 1424 Ellis Street, as per this report from the Infrastructure Division Director, dated May 6, 2015;

AND THAT Council amend the 2015 Financial Plan Capital Budget approved for the Memorial Parkade project, from \$15,830,350 to \$19,247,870, with the increase funded from the Downtown Parking Reserve, as per this report from the Infrastructure Divisional Director, dated May 6, 2015.

Carried

Councillor Singh left the meeting at 2:20 p.m.

#### 5.6 1435 Water Street (Ells Street Parkade), DP14-0256 - City of Kelowna

Staff:

- Provided a PowerPoint Presentation summarizing the application and responded to questions from Council.
- Confirmed that additional information will be brought forward as part of the Civic Block Report.

Moved By Councillor Given/Seconded By Councillor DeHart

R365/15/05/11 THAT Council authorize the issuance of Development Permit No. DP14-0256 for the property legally known as Lot A, District Lot 139, ODYD, Plan 5438, located on 1435 Water Street, Kelowna, BC., subject to the following:

1. The dimensions and siting of the building to be constructed on the land be in general accordance with Schedule "A";
2. The exterior design and finish of the building to be constructed on the land be in general accordance with Schedule "B";
3. Landscaping to be provided on the land be in general accordance with Schedule "C";
4. Prior to issuance of the Building Permit, the requirements of the Development Engineering Branch must be satisfied;

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

Carried

#### 6. Bylaws for Adoption (Development Related)

##### 6.1 103 Clifton Road North, 145 Clifton Road, 185 Clifton Road North and (E of) Upper Canyon Drive, BL10929 (OCP14-0003) - Glenwest Properties Ltd.

Moved By Councillor Hodge/Seconded By Councillor Given

R366/15/05/11 THAT Bylaw No. 10929 be adopted.

Carried

##### 6.2 103 Clifton Road North, 145 Clifton Road, 185 Clifton Road North and (E of) Upper Canyon Drive, BL10931 (Z14-0004) - Glenwest Properties Ltd.

Moved By Councillor Hodge/Seconded By Councillor Given

R367/15/05/11 THAT Bylaw No. 10931 be adopted.

Carried

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

**7.1 561 McKay Avenue and 2600 Richter Street, Adjacent to, Partial Road Closure**

Moved By Councillor Stack/Seconded By Councillor Hodge

R368/15/05/11 THAT Council receive for information the Report from the Manager, Real Estate Services dated May 11, 2015, recommending that Council adopt a Road Closure Bylaw to close a portion of dedicated roadway adjacent to 561 McKay Avenue and 2600 Richter Street;

AND FURTHER THAT Bylaw No. 11089, being the proposed closure of a portion of Osprey Avenue adjacent to 561 McKay Avenue and 2600 Richter Street, be given reading consideration.

Carried

**7.2 Osprey Avenue (portion of), Adjacent to 561 McKay Avenue and 2600 Richter Street, BL11089 - Road Closure Bylaw**

Moved By Councillor Stack/Seconded By Councillor DeHart

R369/15/05/11 THAT Bylaw No. 11089 receive first, second and third reading.

Carried

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

**8.1 BL11084 - Annual Tax Rates Bylaw, 2015**

Moved By Councillor Hodge/Seconded By Councillor DeHart

R370/15/05/11 THAT Bylaw No. 11084 be adopted.

Carried

**8.2 BL11085 - Development Cost Charge Reserve Fund Expenditure Bylaw, 2015**

Moved By Councillor DeHart/Seconded By Councillor Stack

R371/15/05/11 THAT Bylaw No. 11085 be adopted.

Carried

**8.3 BL11086 - Sale of City-Owned Land Reserve Fund Expenditure Bylaw, 2015**

Moved By Councillor Sieben/Seconded By Councillor DeHart

R372/15/05/11 THAT Bylaw No. 11086 be adopted.

Carried

**8.4 BL11087, Tax Structure Bylaw, 2015**

Moved By Councillor Sieben/Seconded By Councillor Stack

R373/15/05/11 THAT Bylaw No. 11087 be adopted.



Carried**8.5 BL11088 - Five Year Financial Plan 2015-2019**Moved By Councillor Gray/Seconded By Councillor GivenR374/15/05/11 THAT Bylaw No. 11088 be adopted.Carried**9. Mayor and Councillor Items**

Councillor Stack:

- Spoke to his attendance at the Catholic Women's League event honouring their 75 years of service to Kelowna.

Councillor DeHart:

- Spoke to her attendance at the recent City of Kelowna Wellness BBQ at the Parkinson Recreation Centre.
- Spoke to her attendance at the 30th Anniversary of the Kelowna International Choir.

Councillor Sieben:

- Reminder of the 56<sup>th</sup> Annual Rutland May Days happening this weekend.

Councillor Gray:

- Spoke to her attendance at the Home Caregiver Awards.

Councillor Donn:

- Spoke to his attendance, along with Councillor Stack, at the Mission Hall fundraiser.

Councillor Given:

- Spoke to xeriscape gardening and the Un-H2O Garden at the H2O Centre.

Mayor Basran:

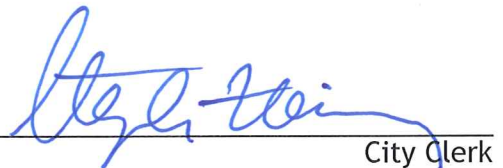
- Spoke to his recent visit to Veendam, Netherlands and his attendance at the 70th anniversary of the Liberation of the Netherlands.

**10. Termination**

This meeting was declared terminated at 2:48 p.m.

\_\_\_\_\_  
Mayor

/acm


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City Clerk



**FestivalsKelowna**



## **Annual Report to Kelowna City Council**

**"Festivals Kelowna - A summary of our 2014 festivals, events, and programs"**

May 25<sup>th</sup>, 2015

## Introduction

Festivals Kelowna is proud to present this summary report to Kelowna City Council, outlining another successful year of our producing community-focused festivals, events, and programs for the benefit of citizens and visitors to our city.

As Council will recall, Festivals Kelowna produces five key festivals and programs on behalf of the municipality for the enjoyment of the citizens of Kelowna:

1. Celebrate Canada Day – Kelowna
2. Parks Alive!
3. Kelowna Buskers Program
4. Arts Alive! Artist Market
5. New York New Year's Eve

In 2014, we also created a simple new event called “Buskers on Bernard”, an extension of our existing Kelowna Busker’s Program.

This report will provide Kelowna City Council an overview of the events that Festivals Kelowna produced in 2014, offer information about our plans for the 2015 program season, and illustrate how our activities provide direct benefits to the citizens of Kelowna, our cultural community, and the City of Kelowna.

## Society structure

- Festivals Kelowna is a non-profit society that was established in 2007
- We are governed by an 11 member volunteer Board of Directors with a diversity of expertise drawn from the community. (2014 Board of Directors list included in the *Appendix*)
- Our relationship with the City of Kelowna is managed through a multi-year “Operating Agreement”. Following a public process, this agreement was renewed between the City of Kelowna and the Festivals Kelowna society in December 2013 for a 3 year term. 2014 was the first year of this new term.
- The City of Kelowna provides financial support for the events and activities we produce through an annual operating grant. The society generates additional revenue through sponsorships, grants, community donations, ticket sales, vendor fees, and program fees.
- The society manages the funding relationship with Folk Fest and the Canada Day concerts society for Canada Day on behalf of the City of Kelowna. An administrative fee is not retained for this service but is an “added-value” for the City. We continue to work collaboratively with Folk Fest and the Canada Day Concerts Society in the planning and execution of their activities, provide advice and support, and work with their venue and service providers to help ensure the most efficient use of these funds.

## Staffing

To plan, produce, and execute the programs and festivals in our portfolio, Festivals Kelowna employs a combination of full-time staff working alongside seasonal, project-based staff. As noted in prior reports to Council, we have found this staffing model to be cost effective and efficient given the fluctuating planning and delivery cycles in our operating year. To complement this strategy we work hard to build positive relationships with our local suppliers and contract staff, which helps maintain organization and event knowledge.

In 2014 our society was run by two full-time, year-round event professionals including:

- Renata Mills, Executive Director
- Ryan Donn, Program Coordinator

During our peak event months, we hired additional part-time and contract staff to provide support in key areas like Volunteer Coordination and Site & Operations Coordination for Canada Day. We continue to benefit from having many of the same, skilled contract staff return to work with us in key roles for our festivals and events each year such as our Canada Day Site and Operations Coordinator Mark Greenhalgh.

To deliver the Parks Alive! program, we again hired two university students from an event management related discipline to fill positions as full-time, temporary Parks Alive! Program Assistants from mid-May to the end of August. As noted in prior reports, we always find these young professionals to be an asset to our organization as they bring enthusiasm, energy, and a fresh perspective to our events and activities. In 2015 we will be welcoming back one of these young people to assist us with our events and programs.

Finally, we worked closely with local event industry suppliers to support our core event needs, rather than rely on in-house staff resources or volunteers. For example, in 2014 we were very pleased to again work with production suppliers SW Audio Visual and SPL Sound since both companies had strong familiarity with our events, knowledge of our budget limitations, access to the resources and equipment we required to produce high quality events, and a corporate philosophy to support events that benefit the community which fits with our own philosophy.

A society organizational chart is included in the *Appendix*.

### Mission & Vision statements

#### **VISION**

Connecting our community through festivals and events.

#### **MISSION**

Festivals Kelowna will produce and develop community-focused, accessible and diverse events. Through collaboration with our stakeholders, Festivals Kelowna will support the growth of a strong, sustainable events community.

## **2014 Activities**

Since 2006 Festivals Kelowna produced multiple community-focused, cultural and recreation experiences in unique outdoor environments. Every year as we plan and develop our events, we evaluate our plans against these principles:

- Our events must be accessible
- Our events must be appealing to a variety of ages and interests
- Our events must positively impact the quality of life for Kelowna residents and visitors
- Our events must provide benefit to the citizens of Kelowna, and by extension, to the City of Kelowna
- Our events must be developed in a way that balances community impact with financial prudence

The following section summarizes outcomes and highlights for the programs we delivered in 2014.

## Celebrate Canada Day – Kelowna

### **Program Mission:**

*To create an inclusive, barrier-free, multi-generational festival that is reflective of our community, and that encourages our citizens to actively celebrate their pride in being Canadian through cultural and recreational activities.*

“Celebrate Canada Day – Kelowna” is a free, single day festival held at multiple venues in Kelowna’s Cultural District including Prospera Place, Waterfront Park and Jim Stuart Park. We have produced the event since 2006, and each year we featured programming suitable for all ages, as well as created areas dedicated to specific demographics including the “Kids Zone”, and the “Youth Stage”. A copy of the 2014 schedule of activities is included in the *Appendix*.

- Canada Day is our biggest event each year, based on size of budget, number of participants involved, public attendance, and scope/scale of activities presented. We have produced this event since 2006.
- The event is produced as a collaboration between Festivals Kelowna, Folkfest, and the Kelowna Canada Day Concerts Society. Each group produces their own component of the festival, sharing resources where possible, and jointly marketing their activities to the community as one larger Canada Day celebration
- Other groups are invited annually to align their own Canada Day activities with our celebration in order to coordinate logistics, share audiences, and cross-promote activities through each other’s marketing. For example, in 2014 the Kelowna Art Gallery continued their tradition of the “Great Canadian Apple Bin Paint-in” as part of the downtown morning activities
- As one of the largest Canada Day celebrations in B.C. outside of Victoria, we have seen an increase in the number of pre-season inquiries from visitors making plans to come to Kelowna for our Canada Day event. One of the more specific questions we often answer is:

*“Which is the best hotel to stay at to get a good view of the fireworks?”*

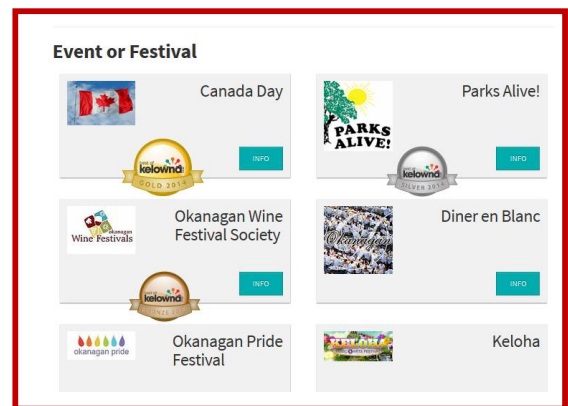
### **Highlights:**

- The Canada Day celebrations included a diverse activity schedule that offered:
  - all ages appropriate entertainment and activities
  - a variety of performance styles that appealed to a wide range of tastes and interests
  - new experiences for audiences
  - multiple paid opportunities for local artists to perform
  - exposure to new, different, funky, and fun performing artists for our audiences
  - a safe, fun way to celebrate Canada’s Birthday that the whole community can participate in



Attendance was up in 2014 by 13% over 2013 with more than 60,000 people attending activities in Waterfront Park, Stuart Park, and Kerry Park between 10:00 am and 10:30 pm. In fact, the City of Kelowna Event Monitor’s report estimated a larger number attending the event and being drawn downtown for the festival activities.

- Approximately 185 volunteers participated including:
  - 54 people from 18 different groups who produced a Kids Zone activity
  - Service organizations like the Kelowna Lioness Club and students from the International Students Associations from UBCO and Okanagan College who helped staff our Info Booths
  - Community groups like Search & Rescue who brought 3 display units, and the Model Sailboat Club who held their annual mini-Regatta at the festival
  - Over 23 community volunteers staffing 11 booths in our “Community Groups Showcase” area
  - Directors and family members of the Festivals Kelowna membership who helped wherever needed
  
- Festival programming over the 12 hour event included:
  - 5 stages in 3 parks along the lakefront
  - 39 different musical and dance acts that featured 142 individual artists, an increase over 2013
  - Over 38.25 hours of live entertainment in 15 different genres from folk to jazz, spoken word, urban beats to heavy and classic rock, roots to disco, bluegrass and Country were presented
    - With more performers and longer stage times we presented 10 hours more of entertainment for the community than in 2013
  - Interactive displays and demos included a Petting Zoo, a strongman show, a fire show, emergency service vehicle displays (COSAR, fire truck)
  - Multiple vendors offering everything from original artwork, to food, to one of a kind products
  - A choreographed fireworks display, one of the only remaining choreographed shows in B.C.
  
- “Celebrate Canada Day – Kelowna” was again recognized in the “Best Festival or Event” category for the annual community nominated and voted ‘Best of Kelowna’ awards, winning Gold for the second year in a row.
  
- A large part of the event’s continued success can be attributed to a strong interest by the community to participate. In 2014 we featured 108 participants including food vendors, artisans, merchandise vendors, community groups, major brand representatives, local small and home-based businesses, Kids zone activity station partners, media partners, and non-profit community groups. We saw an increase in participations almost across the board:
  - 18 different children’s activities were featured in The Century 21 Kids Zone, an increase over 2013
  - 27 local and Okanagan Valley artists featured original Canadian artwork in the “Made in Canada Marketplace”, a small jump over 2013
  - 28 food/merchandise vendors participated, also an increase over 2013





## Festivals Kelowna



- 11 non-profit organizations joined the “Community Showcase”, 2 more than last year, to share information with the festival patrons about the great work they do in our city
  - 13 local small businesses participated in the “Canada Day Bazaar”, a decrease over 2013
  - We again welcomed onsite participation from major brands at the festival. In 2014 The Overwaitea Food Group gave away more than 4,000 pounds of free, fresh watermelon at the event as a way to engage with the community, increase their brand profile, and demonstrate their commitment to the communities where they operate
- Our media partners continued to be an integral component to our success with Celebrate Canada Day – Kelowna through their onsite presence and pre-event promotion of the festival. In 2014, 9 media outlets were represented by 6 radio stations, both local newspapers, a television station, as well as multiple news and information websites.
  - Budget - As a free festival we are very conscious about developing the event within available resources, be they financial or human. In 2014 we leveraged the City of Kelowna’s investment with an additional \$62,177 from other sources of cash revenue and over \$35,000 of in-kind support including media coverage, and supplier sponsorships or discounts. On the expenses side, we delivered the festival at 6% less than budgeted, thereby maximizing our resources.

## Parks Alive!

### **Program Mission:**

*Parks Alive! is dedicated to maximizing the potential of our lakefront and community parks by stimulating a vibrant art and culture presence*



A community-focused program, Parks Alive! presents live entertainment and other arts-based programming in multiple parks and public spaces throughout Kelowna, primarily during the summer months of July and August each year. The 2014 schedule of events included in the *Appendix*.

### **Highlights:**

- Parks Alive! has been running 17 years. Current society E.D. has overseen since 1998.
- By the numbers:
  - 48 concert events planned less 2 weather cancellations = 46 concerts presented
  - Events were held 5 days a week for 9 weeks in July and August, and every second Sunday
  - Over 28,000 resident and visitors attended
  - 106 hours of free, live cultural performances were held in Kelowna’s parks and urban spaces
  - 18 different venues throughout the city were used from Rutland to North Glenmore to the Upper Mission

- 151 different performing groups were featured, exposing our audiences to new artists and performance styles they may have never experienced before
- 87.5% of our performers were local or from the Okanagan Valley
- 12.5 % of our performers visited us from other parts of Canada and the world including Italy, Victoria, the lower Mainland, Yukon Territories, San Diego, and Quebec City.
- Of the performers featured, 44 or 28% were NEW to Parks Alive!, having never participated in the program before
- A copy of the 2014 Parks Alive! Entertainment Program schedule is included in the *Appendix*
- Through Parks Alive! performance opportunities we benefited local artists, and by extension the broader community, by:
  - increasing the number of paid, professional performance spots in Kelowna
  - helping increase awareness and interest about the depth of artistic talent in our own community
  - contributing to the sustainability of the local cultural community by creating paid opportunities for local artists to work in their own community
  - Exposing performer's art form to new and larger audiences
  - Providing multiple development opportunities for youth and beginner performers who were featured alongside more established, professional artists, thus encouraging modeling and mentorship between artists
- During planning each year we identify challenges and solutions. In 2013 we noted a number of parks that had low attendance. Therefore in 2014, in order to increase attendance for these and other venues, we used 3 simple strategies:

1. book larger bands that had a bigger sound and more visual impact
2. present new content specially developed for Parks Alive! – live, musical theatre
3. use simple, but high profile marketing tools – portable signs were placed at the entrances of select locations.



As a result, the effect on shows in Gerstmar, Quilchena, and City Parks was very noticeable with attendance at Quilchena Park in Kettle Valley alone exceeding 600 guests on a Thursday night in August

- We again sought out partnership and collaboration opportunities in 2014. Partners included:
  - Opera Kelowna who benefited from our stages as an outlet for their artists during a traditionally quiet time in their season. We pay their artists and feature them in a professional setting, while we benefit from access to amazing, new and unique performers for our audiences



- Artist competitions like “Talented Kelowna”, “Talented Kids”, “Kelowna’s Got Talent”, and “Lake Country Showcase” all attract and encourage new “hidden” talent to come forward, who we then feature on our stages in a paid capacity as a prize for the competition winners, a mutually beneficial relationship.

- Bumbershoot Children’s Theatre featured a specially commissioned interactive play using existing playground infrastructure, “Pirates in the Park”, that resulted in increased attendance for each of the successive shows over the summer, culminating in over 600+ people of all ages attending the final show at Gerstmar Park in Rutland. The best part? Children and adults showing up in their very own Pirate costumes so they could more fully engage in the experience.



- Local associations that have limited resources or capacity to produce an event on their own benefit from our willingness to collaborate. For example, in 2014 Parks Alive! partnered with the Italian Canadian Club to feature an authentic Italian Folk group “Riccardo Tesi” on our stage as they toured through Canada. The CIC was not in a position to present the artist on their own so we partnered with ICC, shared the artist costs, provided production services, and featured an amazing act within our existing Parks Alive! format to a large, appreciative audience that not only got to experience *authentic* Italian culture, but also allowed the ICC to showcase their culture and their pride.

- The Economic Development Commission through its Okanagan Young Professionals program has a mandate to help attract and retain young professionals in our community. One of the tactics they use is community engagement through family-friendly, local events. By partnering with Parks Alive! and investing resources to enhance our existing program, OYP was able to engage its target market and reinforce the message that Kelowna offers a positive quality of life for young professionals. Parks Alive! programmed family-friendly, high energy content for “their” night, while OYP brought added value activities and new audiences. We were both so pleased with the level of engagement by the OYP network that we have already confirmed another partnership for 2015.

- Other wonderful partners included the French Cultural Centre who helped find and pay for a talented Francophone artist from Quebec to be featured on our stage, the City of Kelowna Recreation Division’s Park n’ Play program who again provided drop-in recreation activities for families at multiple concert events, and local artist collectives such as the Inspired Word Café, Songwriter’s Circle, Artists for Creative Alliance, and Tribehouse, who all featured a terrific showcase of performers from their networks.

- Through sponsor relationships with our local media we kept building awareness for our events. Bell Media’s 101.5 EZ Rock, K96.3 Classic Rock, and the Kelowna Capital News continued as long standing partners of Parks Alive! Additional media outlets also supported Parks Alive! by sharing event info with their followers.

In addition to these traditional media partnerships we again utilized social media to encourage conversations about our activities through:

- Facebook:
  - Parks Alive! page grew again with 1723 “likes” by end of summer, a 70% increase over 2013, reaching between 1500 - 2500 people a week

- Festivals Kelowna Group doubled in size with just over 2,000 members by the fall of 2014
- Twitter followers continued to grow with the *@parksalive* account boasting 3,403 followers compared to 2,333 at the same time in 2013. Current count is at 3,905 and growing
- Festivals Kelowna's YouTube channel continued to receive interest and sits at over 10,000 views

As we noted in prior reports, social media is a very powerful and effective tool for us to:

- provide immediate information to our followers
  - reach new audiences that rely more heavily on web based sources
  - source and communicate with artists for our programs and events
- **Budget** - Revenues in 2014 were again solid with targets met for key grants, sponsorship, gaming funds, and public donations. Council should note that we include the Kelowna Busker's Program and Arts Alive! revenues in this budget. However, as noted in 2013, we again saw a decline in artisan fees due to a major program format change, while Buskers revenues achieved 88% of goal.

On the expenses side, our two biggest costs were performer fees (we pay all of our artists for their performances) and sound & lighting, representing 75% of the Parks Alive! budget. Overall, expenses were kept in line with budget with a modest 2.4% savings, a portion of which can be attributed to generous supplier support.

## Kelowna Buskers Program

### **Program Mission:**

*To provide unique performance opportunities for local and touring street-style artists, and to animate public walkways through cultural performances.*



The Kelowna Buskers Program features 15 highly visible locations along the lakefront walkway, downtown core, Cultural District, and in the South Pandosy neighborhood. Buskers audition, and can choose from 4 permit options based on how long they wish to participate in the program – annual (12 months), summer (May through September), temporary (day) and a group option to accommodate larger performance troupes.

While the Kelowna Buskers Program is a less complex program compared to Parks Alive! or Canada Day, it is this simplicity that allows it to be equally impactful. The Buskers Program is our first point of contact for many of our new acts, and allows us to work with emerging performers to support their performance skill development.

We also continued to produce the Marquee Buskers Program. Created in 2013, this offshoot was created in response to:

- 1) A desire to accommodate highly talented artists we couldn't fit into the oversubscribed Parks Alive! program
- 2) A need for additional cost effective ways to animate public spaces
- 3) A desire to increase the number of paid performance opportunities within the Festivals Kelowna menu of programs
- 4) A way to meet the increasing need of organizations looking to feature cultural performances at their events without having to incur significant costs for additional production support

The Marquee Program, like the regular Busker's Program, is managed using a simple process:

- Buskers audition for their regular Busking permit on an ongoing basis
- Staff watch for unique, "stand out" performances and secure their services for July and August
- Buskers are "seeded" with a modest fee and hired to busk at a designated locations for 2 hour periods. During this time they are also able to accept donations from the public

### Highlights:

- 74 Buskers participated in the 2014 program, compared to 85 in 2013. While this is a drop in participants compared to last year, this decline can be attributed to moving offices from Bernard to Harvey Avenue, making it both harder to find and offering less frequent interaction opportunities between staff and Buskers during the course of the business day.
- We noted an increase in the number of paid/hired performance opps for Buskers with over 45 paid performance contracts offered to our Buskers in 2014 either for Parks Alive! or Marquee performances, compared to 30 in 2013
- Unique Buskers in 2014 included:
  1. First Nations Dancer
  2. Juggler
  3. Accordionist
  4. Break dancers
  5. A capella Opera vocalist
  6. Classical cello
  7. "Hang" artist, a steel pan resonator (*see pic to right*)
- In 2014 we expanded the Busker's Program by adding 2 new elements:
  1. Marquee Buskers were featured every weekend to complement the Arts Alive! Artisan Market in July and August. Our goals were to enhance the Artisan Market by creating a more "festive" environment that would draw attention to and attract customers to the Market, as well as provide more performance opportunities for our Marquee Buskers. Buskers were hired to fill 30 performance spots.
  2. Created a new event called 'Buskers on Bernard' - Developed using the "flash mob" concept, our goal was to showcase the diversity and quality of talent within the local buskers scene. While rain forced the cancellation of the initial planned event in late July, we instead held the event in late August to overwhelmingly positive public response. We learned valuable lessons related to creating a Busk style event, such as proximity, placement, and set-up requirements for the performers. We also learned best tactics to use when marketing the event such as "don't make it a secret". Feedback throughout and post-event confirmed that if more people knew what to expect, they would have made more of an effort to come and/or to spread the word amongst their friends who would have also attended. Based on our experience in 2014, we plan to build upon this local flavoured event for 2015 and develop it further in response to the interest in a Buskers Festival concept. However, we believe this model will prove to be a more authentic version of a Kelowna Buskers Festival.



## Arts Alive!

### **Program Mission:**

*To create opportunities for local artists and crafters to showcase and sell their original, handmade art, and to enhance the park experience for residents and visitors.*

This program underwent significant change in 2014. As Council may recall from our 2013 report, we proposed to produce Arts Alive! again in 2014 but with modifications. We also indicated our intention to explore the creation of a new visual arts festival or "Art Market" concept in 2015 and beyond.

Changes were needed in order to refresh the program, to encourage greater vendor participation, and to evolve the program into a more dynamic model to provide greater benefit for the community and the vendors. As such, an extensive review and broad consultation process was undertaken that included online surveys, one to one meetings, and roundtable discussions with program stakeholders such as the vendors, the City of Kelowna, the DKA, and other groups or individuals that are directly or indirectly impacted by the program.

Drawing from the consultation process, modifications were made to the program for the 2014 season and included:

- A new name to capitalize on the current, hot trend of buying authentic, local products – the Arts Alive! Artisan Market
- A condensed program duration (i.e. moved from 7 days a week to 4 key days that were historically the most active and best attended, Thursday through Sunday)
- Adding live entertainment each day of the Market to increase awareness and attract customers
- Condensing the number of vendor spots to encourage greater interest from artists for these limited spots

Festivals Kelowna invested additional resources into the program in 2014 to support these modifications including creation of new marketing tools, expanded staff support, and the addition of multiple, live performances.

In addition to format changes, we also shifted our philosophical approach to be more consistent with how our society produces and delivers other programs and events. Where we once were primarily focused on the benefits to the participating artists, we now focused on the greater benefits for the community.

Going into the 2014 season everyone was aware that the program was under review and would be discontinued if targets weren't met. Following the season's completion, we determined that Alive! Artisan Market did not meet its targets. Additionally, we were made aware that the program was no longer consistent with how the City of Kelowna offers concession and vendor opportunities. As a result, Festivals Kelowna recommended to the City of Kelowna that the program be discontinued in its current format and that a new visual arts event concept be developed for 2015.

Festivals Kelowna is now moving forward with a new visual arts festival concept which we believe offers greater opportunity for artisan vendors, is more consistent with our Mission, and is more in line with consumer interests.

## New York New Year's Eve

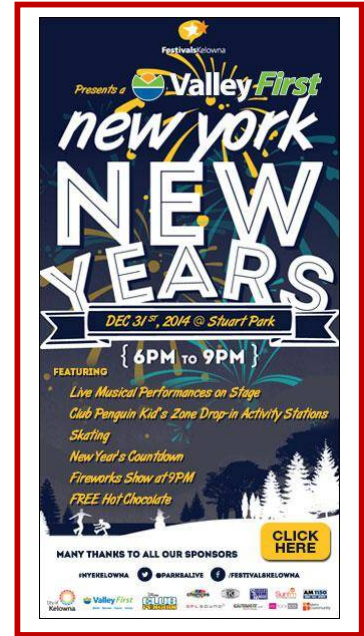
### **Program Mission:**

*To create a high energy, multi-activity and family friendly environment that brings the community together to celebrate the welcoming of a New Year*

This is a free event created by our society in 2012 in response to public feedback that a family-friendly New Year's Eve event was needed in Kelowna. This one night celebration is held in Jim Stuart Park from 6:00 to 9:00 pm and is modeled after "First Night" celebrations in other communities.

The timing, duration and location of the event is strategically chosen to appeal to families with young children. By "ringing in the new year" at 9:00 pm, families are able to attend with children of all ages, celebrate the New Year with other members of the community, and still have time to continue their own celebrations afterward.

- Using the successful event model from our other events, the 2014 "Valley First New York New Year's" featured:
  - 3 high-energy bands from the Country, Folk-Rock, and Rock genres, a DJ, and a guest musical appearance by His Worship Mayor Basran
  - "The Club Penguin Kids Zone" with multiple drop-in children's activities, toss games, karaoke, 'Park n Play' games and dance party, and a "selfie" picture booth
  - a Club Penguin video and onsite displays created especially for the event
  - dynamic lighting effects and live video displays
  - a livestream of the event to Castanet
  - Red Line Bobcat again delivered 2 dump trucks of fresh snow for snow fort and snowman building
  - skating
  - tons of SWAG such as free hot chocolate, Valley First toques, hand warmers, glow ropes and more
  - fireworks




- We have a strategy to enhance and expand our offerings each year, so we seek out new and different event elements. This year we integrated new technology with artistic design to create a unique visual experience for our patrons. 3D Video mapping technology was added to our event by video mapping Kelowna's City Hall and projecting large scale images tailored to the building's surfaces.
- Approximately 5000 people attended the event throughout the evening. This number was smaller than we expected and we noticed the majority of people were arriving after 7:30. Given the cold weather that evening (-15C ) and multiple media stories

noting the cold weather leading up to NYE, we were not surprised by the decrease.

- Demonstrating the interest for being a part of this positive community event, new sponsors joined us this year alongside many returning partners from the media and corporate community, some of whom increased their investment in the event. Through their tremendous support we continued to increase public awareness and expand our event content
- Marketing and promotion of the event was again broad and impactful:
  - Social media was used heavily:
    - facebook event page had a total reach of 15,699 people
    - promo video created and run on twitter, youtube and facebook
  - Our ads were viewed (or appeared) on Castanet 458,000 times from Dec 25<sup>th</sup> - 31<sup>st</sup> with 379 people clicking on the ad thru to our facebook event page
  - An additional “promo” ad on Castanet ad had a whopping 6 million impressions and 3,323 people clicking thru to our facebook event page
  - The event was live streamed on Castanet.net with over 3,500 views
  - Specially produced ads ran on all Bell Media radio stations (AM 1150, 99.9 Sun FM and 101.5 EZ Rock), enhanced by additional sponsored ads and PSA’s with a value of over \$10,000

**Castanet - Kelowna**  
**ClickThrus and Impressions Report**  
 Dec 25, 2014 to Dec 31, 2014

**MastheadPromo**  
 Run dates:  
 Dec 25, 2014 - Dec 31, 2014



3323 click-thrus  
 6,451,545 impressions  
 0.0515% CTR

## Financial Summary

Our society continued to operate in a fiscally responsible manner in 2014. Generally, we strive to enhance the events and programs we deliver on behalf of the City of Kelowna by leveraging the City’s investment with additional revenues, containing expenses, maximizing resources, and delivering activities on a cost recovery basis. On the occasion when extra funds are available we will use the opportunity to enhance our events by adding new and different content.

The society’s operating budget in 2014 was \$425,567, including the Folk Fest and Canada Concerts society funds. This is a 12% increase over the prior year’s budget, the result of a strategic decision to invest additional resources in all the events in our portfolio in the key areas of performer fees and production expenses (i.e. sound, lighting).

Revenues were received from a variety of sources including sponsorship, grants, program fees, and vendor fees. The society generated \$156,436 in additional cash revenues to leverage against the City of Kelowna operating grant, an improvement of \$9,728 over community-based funds raised in 2013. The City of Kelowna’s investment in the core programs was \$250,500, which included a \$13,500 “flow thru” grant to the Folk Fest and Canada Day Concert societies for Canada Day. This investment represented 58.8% of the society’s total revenues in 2014, compared to 61% in 2013.

On the delivery side, we again saw the majority of our expenses dedicated to programming costs. By producing multiple festivals, events, and programs, Festivals Kelowna re-invested more than \$290,000 back into the local economy for direct event expenses like fencing, waste management, security and medical services, fireworks, and advertising and promotion. Performer fees and production services (i.e. sound and lighting) represented 52% of our

overall operating budget, while marketing and other services represented approximately 17%. In addition to these infrastructure costs, the society provided employment for multiple cultural workers such as the two young adults who helped produce Parks Alive! in 2014 and current society staff.

## What's in store for 2015....?

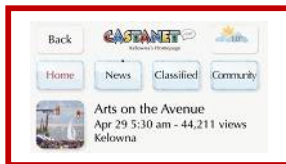
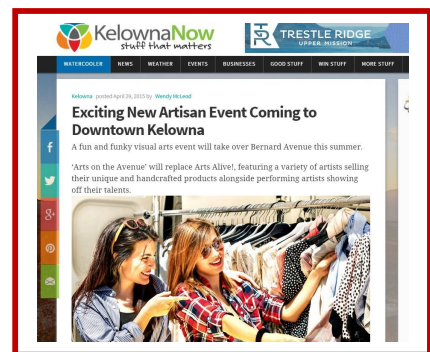
Our organization's core operating strategy is to build on our success and diminish activities or programs that have limited community benefit or impact. Our simple objectives are to:

1. enhance current programs through new partnerships and collaborations that will result in new content
2. expand our offerings by creating and adding new programs and events to our portfolio

In 2015, we will be both adding new programs as well expanding upon our current offerings:

### 1. NEW - Creation of a new festival: "Arts on the Avenue"

A one-day, arts-focused, outdoor event celebrating and promoting our local visual artist community. This new event will feature various elements relating to visual arts including opportunities for retail sales, art exhibitions, demonstrations, and performance art installations. The event will also include live music and a fun interactive community art project(s). The event will be held on Thursday, July 30th from 5:00 to 10:00 pm on the street and sidewalks of Bernard Avenue's 300 block between Pandosy and Water streets.



Based on the strong public interest we are experiencing so far, we believe we have landed on the right model for a new visual arts event. Through partnerships with 5 established visual artist collectives we have already confirmed participation from over 30 artists from multiple disciplines and continue to accept applications daily. A facebook page was set up to share event details with more than 150 people confirming their attendance within 24 hours of the page going live, and following our call for artists via media release we noted more than 44,000 people viewed the story on Castanet by end of day, as well as thousands more on KelownaNOW.

Festivals Kelowna staff are very excited about the growth opportunity that lies ahead with this new event.

### 2. ENHANCE current events through partnerships and collaborations that will result in new and unique content for our audiences. 2015 will include:

- *Expanded partnerships within the local Theatre community.* In addition to live music, we will dedicate a spot at each Parks Alive! Sunday event to live theatre. We plan to feature local theatre companies, allowing us to expand our program content, provide our theatre partners with the ability to reach new audiences, and help all our organizations maximize resources through sharing of costs.
- *A new partnership with UBCO Student's Union for "Celebrate Canada Day- Kelowna".* As the new Title sponsor of our "Youth Stage", UBCOSU will help us to identify new and different content for our festival,

while allowing UBCOSU to connect with a huge new audience and engage with the community outside their academic environment, thereby building new connections with huge potential for growth.

- *Expand New York New Years into Kelowna Community Theatre.* As reflected in our multi-year business plan, and thanks to a new investment by the City of Kelowna, we will include the KCT as a new venue for the 2015 event. We see this venue as a natural growth opportunity to give families a choice of both indoor and outdoor activities, and to expand the kind of stage performances we can offer.
- 3. "Buskers on Bernard" will return to Bernard Avenue in downtown Kelowna from 5:00 - 7:00 pm on Thursday, August 13th between Ellis and Abbott Streets, featuring more than 17 different Busk style performers. Audiences should come prepared with pockets full of change to show their appreciation and enjoyment of the multiple performances.
- 4. NEW - A music focused, park-based program that will encourage the public to actively participate and demonstrate their musical prowess from mid-June to the end of September. Full details about this new program will be revealed to Council and the public on Thursday, June 11th at a media launch event.

## Conclusion

2014 was another successful year for Festivals Kelowna. As a long time partner of the City of Kelowna in the development, management, and delivery of its programs, festivals, and events, Festivals Kelowna is committed to working cooperatively and collaboratively with the City of Kelowna over the next three years to provide excellent value for its tax-dollar investment, and high calibre, accessible, and engaging community-focused festivals and events that will enhance the quality of life for Kelowna's residents and visitors

Festivals Kelowna staff and Board of Directors continue to embrace our society Vision of "Connecting our community through festivals and events". We look forward to another strong year in 2015.



## APPENDIX

1. Festivals Kelowna Board of Directors – 2014
2. Festivals Kelowna organizational chart
3. 2014 Celebrate Canada Day – Kelowna schedule of events and event map
4. Parks Alive! 2014 Schedule of Events
5. Arts Alive! Artisan Market promo card
6. Kelowna Busker's Program promo card
7. "Valley First New York New Year" event poster

## **Board of Directors 2014**

Willy Kovacic, President  
President/Managing Broker, Okanagan Strata Management

Ed Laverock, Director  
Operations Manager - Okanagan Valley  
National Diabetes Trustee Corp., Clothesline Program

Daniel Healey, Treasurer  
Senior Auditor, KPMG

Lesley Spiegel, Private Sector Rep.  
Event Producer, Owner, Synergy Events

Lisa Brown, Secretary  
Jewelry artist, eco-silversmith

Franco Graziani  
Paul Davis Systems Okanagan, Franchise Owner

Miriam Cunha  
Graphic artist, performer

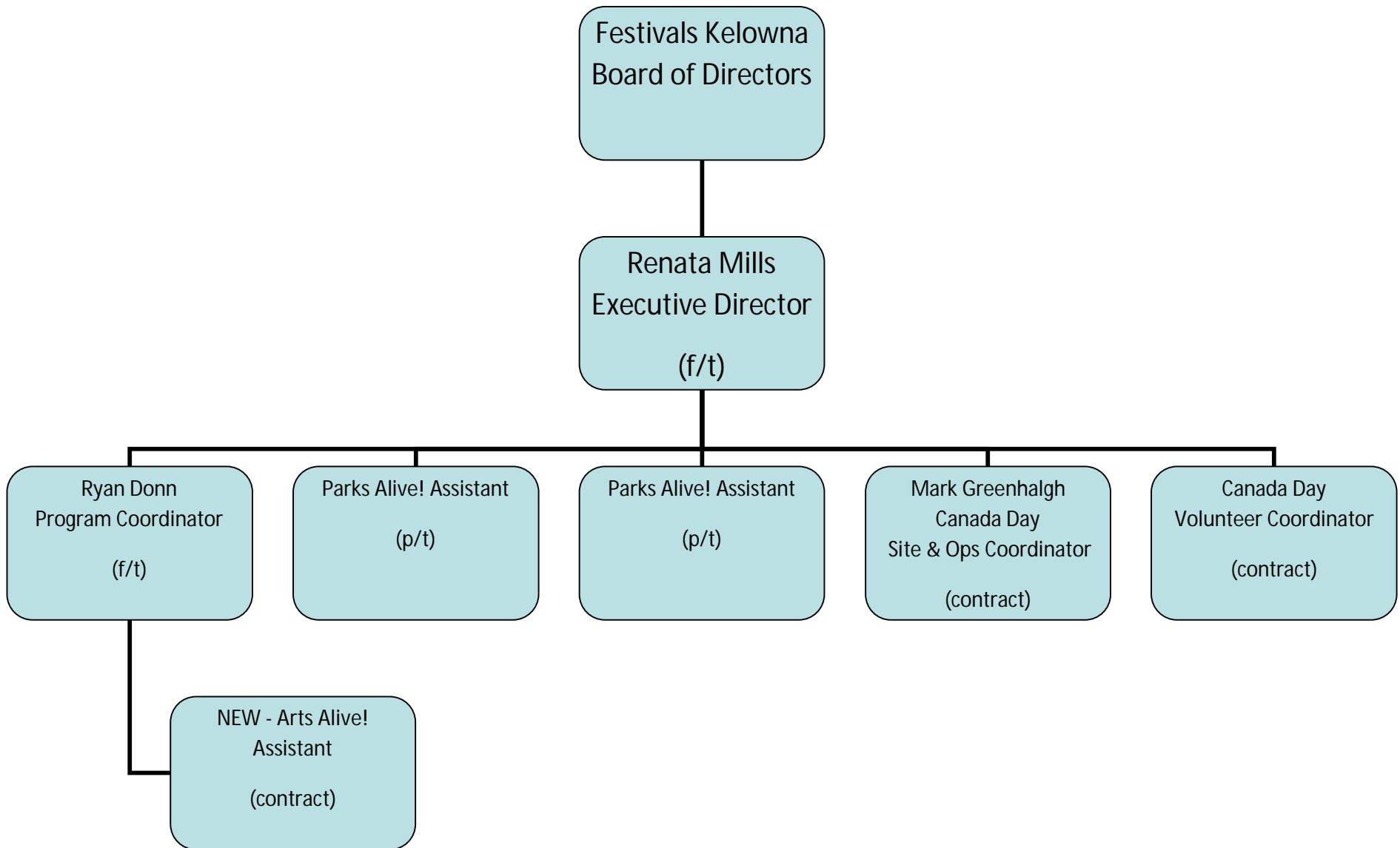
Kelly Shepherd,  
Event Producer, KBAAD, Centre of Gravity, Keloha Music & Arts Festival

Jennifer Widmer, Director  
Marketing Director, Okanagan Wine Festivals Society

Tobi-Anne McNeil  
Assistant Development Manager, Melcor Developments

Dustin Read  
Branch Manager, Guisachan, Valley First

Festivals Kelowna Organization Chart



# Celebrate Canada Day Kelowna!



## Schedule of Activities July 1st, 2014

17th Annual Canada Day Festival, Waterfront Park ~ 10:00am - 11:00pm  
 41st Annual Folkfest, Prospera Place ~ 10:00am - 3:30pm  
 20th Annual "Canada Day Spectacular", Prospera Place ~ 7:30pm - 9:30pm



Donations  
 accepted at  
 each gate  
 for this free  
 community  
 festival

### Activities in Waterfront Park & Cultural District

- 10:00am-12:00pm **Great Canadian Apple Bin Paint-in** (Kelowna Art Gallery) Host: The Kelowna Art Gallery
- 10:00am-8:00pm **Canada Day Bazaar** (Concession Plaza)
- 10:00am-6:00pm **Community Groups Display** (Harmony Bridge)
- 10:00am-10:30pm **Taste of Canada Food Fair** (Tugboat Beach)
- 10:00am-12:00pm **Mini Sailboat Regatta** (waterway near Rotary Marshes) Host: Okanagan Model Sailboat Association
- 10:15am-12:00pm **Kelowna City Band performance** (brick plaza outside Prospera Place)
- 11:00am-4:00pm **Century 21 Kids Zone presented by The Kelowna Capital News** (Pioneer Gardens)
- 11:00am-6:00pm **Made in Canada Marketplace** (Rhapsody Plaza by the Dolphins)
- 11:00am-4:00pm **WildPlay Kids Stage** (Pioneer Gardens)
- 12:00pm-all gone **Free Watermelon in the Park** courtesy of Save-On Foods/Cooper's Foods (West side of Rhapsody Plaza)
- 12:00pm-10:15pm **TD Beach Stage presented by K96.3 FM and Country 100.7 FM** (Tugboat Beach)
- 12:00pm-12:15pm **Edmonton Sabres Marching Band** (brick plaza outside Prospera Place)
- 12:30pm-1:30pm **Team Extreme Warrior Force Okanagan** (strongman show) (on Water St. across from the Dolphin's fountain)
- 12:30pm-1:00pm **Official Canada Day Opening Ceremonies** (Prospera Place)
- 1:00pm-1:30pm **"Happy Birthday Canada" Cake** courtesy of Coldwell Banker Horizon Realty (Prospera Place)
- 12:30pm-9:30pm **Parks Alive! Power Stage presented by Power 104 FM** (Island Stage)
- 1:30pm-1:45pm **Edmonton Sabres Marching Band** (brick plaza outside Prospera Place)
- 3:00pm-4:00pm **Team Extreme Warrior Force Okanagan** (strongman show) (on Water St. across from the Dolphin's fountain)
- 7:00pm-10:00pm **Inspired Word Cafe** (Kerry Park)
- 7:30pm-10:30pm **Youth Stage presented by 99.9 Sun FM** (Jim Stuart Park)
- 10:30pm-10:50pm **Canada Day Kelowna Fireworks Display** (Tugboat Bay)  
 presented in part by The City of Kelowna, Tolko Industries, Skyline Fireworks and Festivals Kelowna



Kelowna Transit will have extended hours with buses leaving  
 Queensway Station 30 minutes after fireworks end



### Activities in Prospera Place ~ 41st Annual FolkFest Stage and Ethnic Food Booths

(Prospera Place) 10:00 am – 3:30 pm

- |  |   |
|--|---|
| <ul style="list-style-type: none"> <li>10:00 - 12:30</li> <li>1 ~ First Nations</li> <li>2 ~ Dragon Dancers - Chinese Freemasons Club</li> <li>3 ~ Centre culturel francophone de l'Okanagan</li> <li>4 ~ School of Irish Dance</li> <li>5 ~ Banat Al Raks - Dancers</li> <li>6 ~ "Yekeche" Serbian Folk Dancers</li> <li>7 ~ Sons of Italy - Galileo Lodge</li> <li>8 ~ Okanagan Chinese Canadian Association</li> <li>9 ~ "Ruach" Israeli Folk Dancers</li> <li>10 ~ Kelowna Pipe Band</li> <li>12:30 <b>Canada Day Ceremonies and Cake Cutting</b></li> </ul> | <ul style="list-style-type: none"> <li>1:00 - 3:30</li> <li>1 ~ Old Time Fiddlers</li> <li>2 ~ Okanagan Filipino Canadian Dancers</li> <li>3 ~ Polish Eagles Folk Dance Club</li> <li>4 ~ Rejoicing Team - Okanagan Chinese Baptist Church</li> <li>5 ~ Hawaiian Dancers</li> <li>6 ~ Alma Latina</li> <li>7 ~ OKCK - Korean Fan Dancers</li> <li>8 ~ Okanagan Punjabi Cultural Academy</li> <li>9 ~ Tahitian Dancers</li> <li>10 ~ Kelowna Liedertafel Choir</li> <li>11 ~ FINALE</li> </ul> |
|--|---|



**The 20th Anniversary, Canada Day Spectacular Concert**  
 Live POPs Orchestral Concert with Guests  
 Melina Moore \* Paul Moore \* Jaxon Jensen \* Mandy Jong \* Jacob Bennett  
**Free Family Event in Prospera Place 7:30 - 9:30**

Your  
 Admission  
 Donations  
 Help Keep  
 the concert  
**FREE**

# Celebrate Canada Day Kelowna!

## STAGES

### WildPlay Kids Stage

(Pioneer Gardens) 11:00 am – 5:00 pm

- 11:00-11:20 **Great Way Martial Arts** (Demo)
- 11:30-12:10 **Trixie the Clown** (Clown Duo)
- 12:15-12:30 **Bumbershoot Children's Theatre**
- 12:40-1:50 **Talented Kids by Creative Okanagan**
- 2:00-2:45 **Mundaze** (Rock, 5 pc)
- 2:50-3:10 **Bumbershoot Children's Theatre**
- 3:20-4:00 **Rainbow Rhythms** (World Music, 5 pc)

### TD Beach Stage

presented by **K96.3 FM and Country 100.7 FM**

(Tugboat Beach) 12:00 pm – 10:15 pm

- 12:00-12:45 **Ben Klick** (Country, 4 pc)
- 1:00-1:45 **Wild Son** (Indie, 4 pc)
- 1:45-2:00 **Stan Jack** (First Nations dancer)
- 2:00-2:45 **Tiger Moon** (Acoustic Indie, duo)
- 3:00-3:45 **Ellen Churchill** (Jazz, 5 pc)
- 4:00-4:45 **Cover 2 Cover** (Classic Rock, 4 pc)
- 5:00-5:45 **Jordan Klassen** (Pop/Folk, 4 pc)
- 6:00-7:00 **Fadunkafunk** (Funk, 7 pc)
- 7:15-8:30 **Cod Gone Wild** (Celtic, 4 pc)
- 8:30-8:50 **Team Extreme Warrior Force Okanagan** (Multicultural dance and fire show)
- 8:50-10:15 **Atlantic Crossing** (Retro Pop, 4 pc)

Canada Day Festivities are brought to you by Festivals Kelowna, Folkfest and Canada Day Concerts Society organizing committees.

### Parks Alive! Power Stage

presented by **Power 104 FM**

(Island Stage) 12:30 pm – 9:30 pm

- 12:30-1:15 **The Newks** (Indie Rock, 4 pc)
- 1:30-2:15 **Roy Has Fire** (Indie Rock, 4 pc)
- 2:30-3:15 **Frankie McQueen** (Rock & Roll, 4 pc)
- 3:30-4:15 **Poppa Dawg** (Blues Rock, 4 pc)
- 4:30-5:15 **Radio Lifeline** (Rock, 4 pc)
- 5:30-6:15 **Floyd Vedan Band** (Classic Rock, 4 pc)
- 6:30-7:15 **The Rockies** (Indie Rock, 4 pc)
- 7:30-8:30 **Pigeon Park** (Indie Rock, 4 pc)
- 8:45-9:30 **The Wild** (Rock, 4 pc)

### Youth Stage

presented by **99.9 Sun FM**

(Jim Stuart Park) 7:30 pm – 10:30 pm

- 7:30-8:15 **Speed Control** (Indie Rock, 3 pc)
- 8:30-9:00 **K-Mac** (Hip Hop, Duo)
- 8:50-9:25 **UBCO Urban Dance Club**
- 9:15-10:15 **DJ Invisible**

### Kerry Park

- 7:00-10:00 **Inspired Word Cafe** (Spoken Word, Folk)

A production of



FestivalsKelowna



Mario's Towing Par-t-Perfect Event Magazine

# PARKS ALIVE!

## 2014 Entertainment Season



### Family Sundays

12:00 pm–4:00 pm ~ Various parks

- July 13 ..... City Park (at the point) ~ *Family Fun*
- July 27 ..... Gyro Beach ~ *Lounging on the Beach*
- Aug 10 ..... City Park (at the point) ~ *Rising Stars*
- Aug 24 ..... Gyro Beach ~ *Blues Duos*

### Valley First Community Music Tuesdays

6:30 pm–8:30 pm ~ Various parks, Glenmore to the Mission

- July 8 ..... Knowles Park ~ *Folk / Acoustic*
- July 15 ..... Jim Stuart Park ~ *A Night of Variety*
- July 22 ..... Strathcona Park ~ *World Music*
- July 29 ..... Gertsmar Park ~ *Cover Bands*
- Aug 5 ..... Whitman Glen ~ *Singalong Songs*
- Aug 12 ..... Sarsons Beach ~ *Strings & Songs*
- Aug 19 ..... Jim Stuart Park ~ *Country*
- Aug 26 ..... Knox Mountain Park ~ *Acoustic Indie Bands*

### K96.3 Wednesday Night Showcase

6:00 pm–9:00 pm ~ Island Stage, Waterfront Park

- July 2 ..... *Summer Celebrations*
- July 9 ..... *Country*
- July 16 ..... *Indie Rock*
- July 23 ..... *Jazz*
- July 30 ..... *Classic Rock*
- Aug 6 ..... *Rock*
- Aug 13 ..... *Big Band*
- Aug 20 ..... *Music & A Movie*
- Aug 27 ..... *Music & A Movie*

### Thursday Legacy Series

6:00 pm–9:00 pm ~ Various parks, Glenmore to the Mission

- July 3 ..... Kinsmen Park ~ *Variety*
- July 10 ..... Birkdale Park ~ *Blues*
- July 17 ..... Rutland Lions Park ~ *Pop*
- July 24 ..... Sarsons Beach ~ *Bluegrass*
- July 31 ..... Guisachan Park ~ *Classical*
- Aug 7 ..... Ben Lee or Guisachan Park (TBC) ~ *Celtic*
- Aug 14 ..... Rutland Lions Park ~ *50's / 60's*
- Aug 21 ..... Gertsmar Park ~ *Fun in the Sun*
- Aug 28 ..... Kinsmen Park ~ *Classic Rock*

### 101.5 EZ Rock Theme Weekends

6:30 pm - 10:30 pm ~ Kelowna Pride Stage, Kerry Park

- July 4 & 5 ..... *Rock & Roll*
- July 11 & 12 ..... *Summer Songs*
- July 18 & 19 ..... *Folk / Acoustic*
- July 25 & 26 ..... *Country*
- Aug 1 & 2 ..... *Rhythm & Blues / Funk*
- Aug 8 & 9 ..... *Indie Rock*
- Aug 15 & 16 ..... *Get up and Dance*
- Aug 22 & 23 ..... *Eclectic*
- Aug 29 & 30 ..... *Summer End*

### Donations

Events are free but you can show your support by donating onsite or online. Each donation onsite gives you a chance to win a cool door prize.

Thank you to our program sponsors:



"We acknowledge the financial support of the Province of BC"



BlueSky by Melcor Developments Ltd. • Okanagan Young Professionals • Uptown Rutland Business Association

# PARKS ALIVE!

## Special Events & Activities

**January 1 - December 31**  
**The Kelowna Buskers Program**  
 Live street performances throughout the downtown core and waterfront parks.  
*Looks for Buskers in 15 spots this summer!*  
 Daily from 10:00 am - 10:00 pm



**June 12 - September 30**  
**Arts Alive! Artisan Market** **NEW**  
 Quality handmade Arts & Crafts  
 City Park (near The Salls)  
 Thursday-Sunday, 12:00 pm - 9:00 pm

**July 1**  
**Celebrate Canada Day - Kelowna**  
**Parks Alive! Power Stage**  
 Island Stage, Waterfront Park - 12:30 - 9:30 pm

### TD Beach Stage

Tugboat Bay, Waterfront Park  
 12:00 - 10:15 pm

### Kid's Stage

Pioneer Gardens, Waterfront Park  
 11:00 am - 4:00 pm

### Youth Zone Stage

Jim Stuart Park  
 7:30 - 10:00 pm

**Inspired Word Café**  
**Kelowna Pride Stage**  
 Kerry Park - 7:00 - 9:00 pm

For a detailed listing of performers for each event, please go to [www.FestivalsKelowna.com/parksalive](http://www.FestivalsKelowna.com/parksalive)  
*Performances subject to change without notice.*

 [www.facebook.com/parksalive](http://www.facebook.com/parksalive)  @parksalive

 [www.facebook.com/ArtsAliveArtisanMarket](http://www.facebook.com/ArtsAliveArtisanMarket)



## Location Legend

- Ben Lee Park** – 900 Houghton Road  
*(corner of Houghton & Franklyn roads)*
- Birkdale Park** – Black Mountain Drive
- City Park** – 1600 Abbott Street  
*(at the point, North-east of the kid's water park)*
- Gertsmar Park** – 205 Gertsmar Road South
- Gyro Beach Park** – 3400 Lakeshore Road  
*(on North grassy area, near Watt Road)*
- Gulsachan Heritage Gardens** – 1060 Cameron Ave.  
*(Off Gordon Drive)*
- Kerry Park** – 1480 Mills Street
- Kinsmen Park** – 2600 Abbott St.
- Knowles Heritage Park** – Corner of Bernard & Ethel St.
- Knox Mountain Park** – 450 Knox Mountain Drive  
*(by the tennis courts)*
- Quilchena Park** – 347 Quilchena Drive  
*(Kettle Valley Sportsfields)*
- Rotary Beach Park** – 3726 Lakeshore Road  
*(grass area near washrooms)*
- Rutland Lions Park** – 205 Gray Road  
*(behind Plaza 33)*
- Sarsons Beach** – 4398 Hobson Rd.  
*(corner of Hobson & Sarsons Rds.)*
- Strathcona Park** – 2290 Abbot St.  
*(behind the Hospital)*
- Jim Stuart Park** – 1414 Water Street
- Waterfront Park** – 1200 Water St.  
*(beside The Delta Grand Okanagan)*
- Whitman Glen Park** – 308 Whitman Rd.  
*(off Drysdale Road, behind the IGA plaza)*



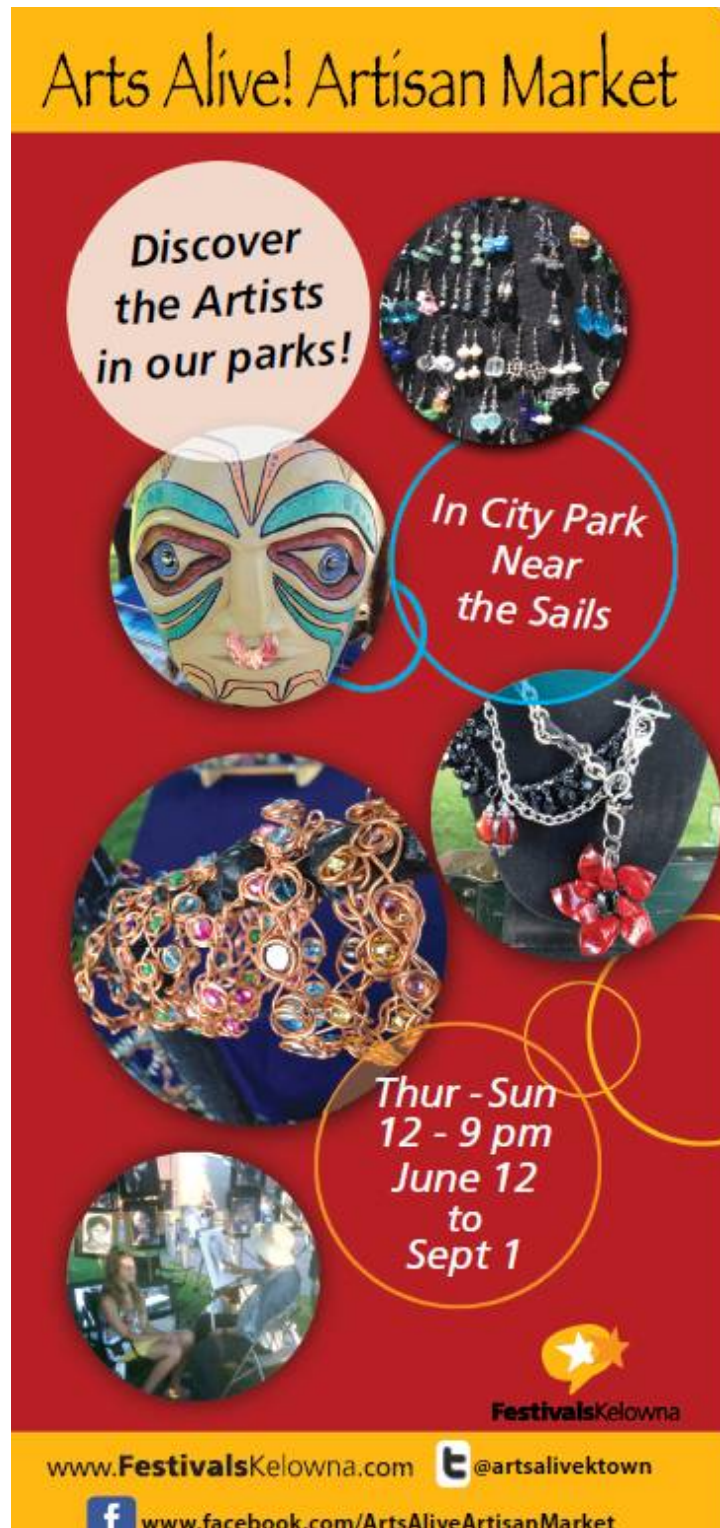
**We promote a healthy, smoke-free environment at all our events**

A Production of   
 FestivalsKelowna

 **FestivalsKelowna** group

 [youtube.com/festivalskelowna](http://youtube.com/festivalskelowna)

Arts Alive! Artisan Market “promo card”



The promo card features a red background with a yellow header and footer. The title "Arts Alive! Artisan Market" is in a black, sans-serif font on the yellow header. A white speech bubble on the left contains the text "Discover the Artists in our parks!". A blue speech bubble on the right contains "In City Park Near the Sails". A yellow speech bubble at the bottom center contains the dates "Thur - Sun 12 - 9 pm June 12 to Sept 1". The card is decorated with several circular images: a colorful mask, a necklace with blue and white beads, a gold necklace with colorful stones, a necklace with red flowers, and a person sitting at a table. The FestivalsKelowna logo is in the bottom right corner of the red area. The footer contains the website "www.FestivalsKelowna.com", the Twitter handle "@artsalivetown", and the Facebook page "www.facebook.com/ArtsAliveArtisanMarket".

Arts Alive! Artisan Market

Discover the Artists in our parks!

In City Park Near the Sails

Thur - Sun  
12 - 9 pm  
June 12  
to  
Sept 1

FestivalsKelowna

www.FestivalsKelowna.com @artsalivetown

www.facebook.com/ArtsAliveArtisanMarket



Kelowna Buskers Program “promo card”



**Kelowna Buskers Program**

Have you thought about Busking?

**BUSK STOP**

Year round  
7 days a week  
10 am to 10 pm

Permits from \$6.  
Earn it back in a day!

Over 15 Official BUSK STOPS

Become a Busker with benefits.  
To sign up go online or call  
250-868-3307

 FestivalsKelowna

[www.FestivalsKelowna.com](http://www.FestivalsKelowna.com)

 @KelownaBuskers

The promo card features a red background with yellow accents. It includes several circular images: a person in a colorful costume, a person playing a guitar, and a person playing a harmonica. The text is arranged in a circular flow around these images.

FestivalsKelowna

Presents a **Valley First**

# new york NEW YEARS

*DEC 31<sup>ST</sup>, 2014 @ Stuart Park*

**{ 6PM TO 9PM }**

**FEATURING**

- Live Musical Performances on Stage*
- Club Penguin Kid's Zone Drop-in Activity Stations*
- Skating*
- New Year's Countdown*
- Fireworks Show at 9PM*
- FREE Hot Chocolate*

#NYKELOWNA @PARKSALIVE /FESTIVALSKELOWNA

MANY THANKS TO ALL OUR SPONSORS

City of Kelowna Valley First Bank. Better. Sooner. Smarter. Disney CLUB PENGUIN chances AM150 ROCK 101.5 Metro Community

# REPORT TO COUNCIL



**Date:** May 25, 2015  
**RIM No.** 1250-30  
**To:** City Manager  
**From:** Subdivision, Agriculture & Environment, Community Planning & Real Estate (LB)  
**Application:** OCP15-0005 / Z15-0019      **Owner:** No 21 Great Projects Ltd., Inc. No. 355991  
**Address:** 5000 Gordon Drive      **Applicant:** No 21 Great Projects Ltd.  
**Subject:** Official Community Plan Amendment and Rezoning Application  
**Existing OCP Designation:** MRC - Multiple Unit Residential - Cluster Housing  
**Proposed OCP Designation:** S2RESH - Single / Two Unit Residential - Hillside  
**Existing Zone:** A1 - Agriculture 1  
**Proposed Zone:** RU2h - Medium Lot Housing (Hillside Area)

---

## 1.0 Recommendation

THAT Official Community Plan Bylaw Amendment No. OCP15-0005 to amend Map 4.1 of the Kelowna 2030 - Official Community Plan Bylaw No. 10500, by changing the Future Land Use designation of a portion of The South ½, District Lot 579, SDYD, Except Plans KAP77336, KAP86178, KAP86917, KAP87090, KAP87918, EPP9619, EPP9638, EPP12863, EPP15721, EPP18670 and EPP22118, located on 5000 Gordon Drive, Kelowna, BC from the MRC - Multiple Unit Residential - Cluster Housing designation to the S2RESH - Single / Two Unit Residential - Hillside designation, as shown on Map "A" attached to the Report of the Subdivision, Agriculture & Environment Department, dated May 25, 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 May 25, 2015;

AND THAT Rezoning Application No. Z15-0019 to amend the City of Kelowna Zoning Bylaw No. 8000 by changing the zoning classification of a portion of The South ½, District Lot 579, SDYD, Except Plans KAP77336, KAP86178, KAP86917, KAP87090, KAP87918, EPP9619, EPP9638, EPP12863, EPP15721, EPP18670 and EPP22118, located on 5000 Gordon Drive, Kelowna, BC from the A1 - Agriculture 1 zone to the RU2h - Medium Lot Housing (Hillside Area) zone, as shown on Map "B" attached to the Report of the Subdivision, Agriculture & Environment Department, dated May 25, 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.

## **2.0 Purpose**

To consider an Official Community Plan Amendment and Rezoning application to amend the Future Land Use designations and rezone portions of the subject property to facilitate a single family residential subdivision for Phase 4 of The Ponds.

## **3.0 Subdivision, Agriculture & Environment**

Staff supports the proposal to amend the Future Land Use designation and rezone portions of the subject property for Phase 4 of The Ponds development. This application is related to OCP14-0020 and Z14-0037, the original applications submitted for this phase, which established the appropriate residential and public utilities designations and zones to facilitate the single family residential subdivision.

Earlier plans for the area showed a potential connection from South Crest Drive to Gordon Drive through the subject property. In discussions between Staff and the applicant, it was determined this connection is not needed. The Clarence Avenue alignment was redesigned to intersect directly with Gordon Drive as additional land to the south is now required to facilitate the road alignment and lot layout. As a result, these minor housekeeping amendments are needed to change the Future Land Use designation in three small areas and rezone two small areas along the road alignment.

## **4.0 Proposal**

### **4.1 Background**

The subject property is located in the City's Southwest Mission Sector and is Phase 4 of The Ponds development. Residential development in Phases 1 through 3 of The Ponds was approved through previous development applications. Phase 4 is intended to create approximately 38 single family residential lots that are sensitive to the site's sloped topography under the proposed RU2h - Medium Lot Housing (Hillside Area) zone.

The original OCP Amendment and Rezoning applications for this phase established the residential and public utilities areas for the subject property. The corresponding Bylaws were given second and third readings on January 13, 2015 following Public Hearing.

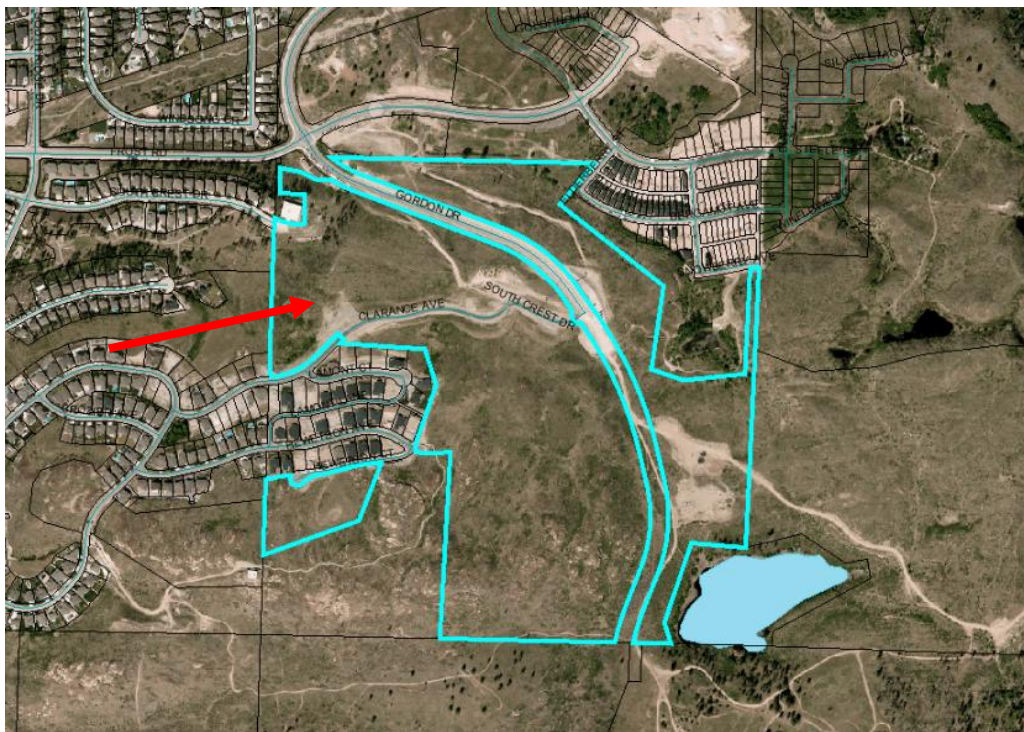
### **4.2 Site Context**

The subject portion of the property is located southwest of the intersection of Gordon Drive and Frost Road and east of South Crest Drive and Clarence Avenue. The remainder of the property extends south to Thomson Flats and east of Gordon Drive.

Specifically, adjacent land uses are as follows:

Orientation	Zoning	Land Use
North	A1 - Agriculture 1 C3 - Community Commercial P4 - Utilities	Open space / vacant land The Ponds Sales Centre Public utilities
East	A1 - Agriculture 1	Open space / vacant land
South	A1 - Agriculture 1 RU1h - Large Lot Housing (Hillside Area)	Open space / vacant land Single family residential
West	RU1 - Large Lot Housing RU1h - Large Lot Housing (Hillside Area) P3 - Parks and Open Space P4 - Utilities	Single dwelling housing Park Public utilities

Subject Property Map: 5000 Gordon Drive



## 5.0 Current Development Policies

### 5.1 Kelowna Official Community Plan (OCP)

#### Future Land Use

**Single / Two Unit Residential - Hillside (S2RESH).**<sup>1</sup> Single detached homes for occupancy by one family, single detached homes with a secondary suite or carriage house, semi-detached buildings used for two dwelling units, modular homes, and those complementary uses (i.e. minor care centres, minor public services / utilities, and neighbourhood parks), which are integral components of urban neighbourhoods. This designation applies to suburban hillside areas where slopes are over 20%. Subdivisions on hillsides over 20% slope will be required to rezone to a hillside zone.

<sup>1</sup> City of Kelowna Official Community Plan, Future Land Use Chapter.

Staff reviewed this application, and it may move forward without affecting either the City's Financial Plan or Waste Management Plan.

**6.0 Technical Comments**

**6.1 Development Engineering Department**

- See attached memorandum, dated March 10, 2015.

**7.0 Application Chronology**

Date of Application Received: March 5, 2015

**Report prepared by:**

\_\_\_\_\_  
Laura Bentley, Planner

**Approved for Inclusion:**



Shelley Gambacort, Subdivision, Agriculture & Environment  
Department Director

**Attachments:**

Subject Property Map

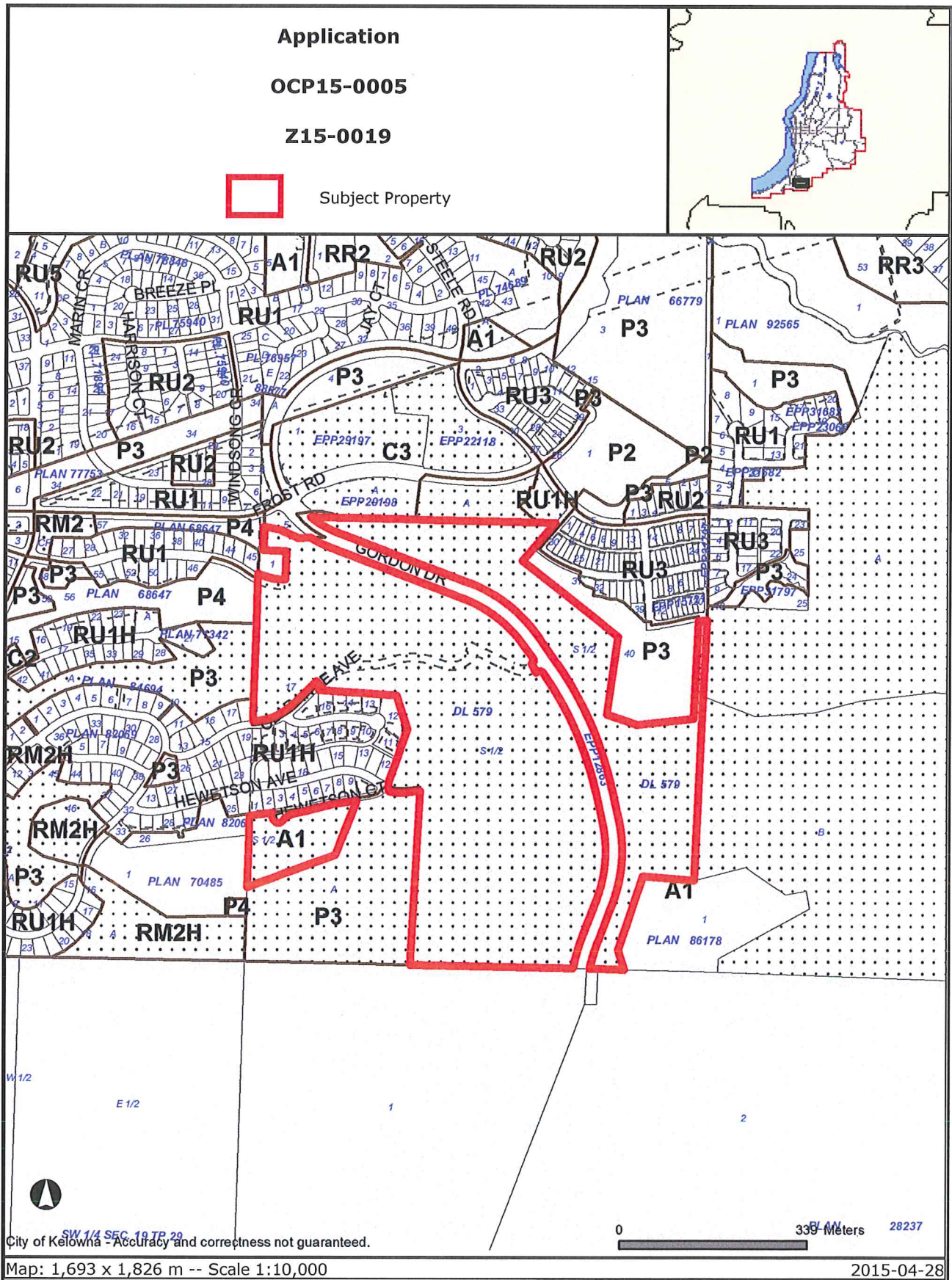
Map "A"

Map "B"

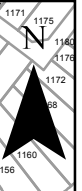
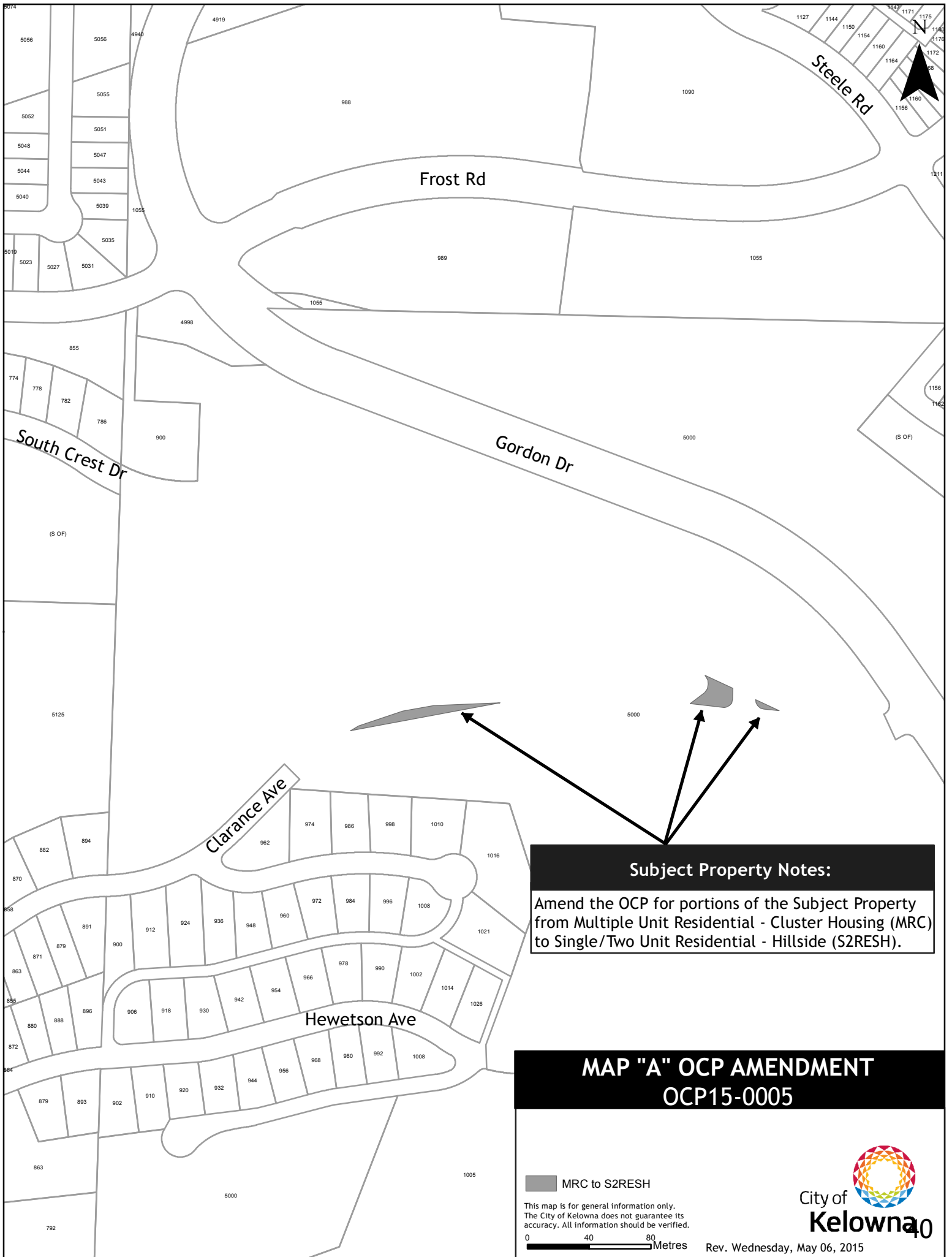
Development Engineering Memorandum, March 10, 2015

Proposed Subdivision Layout - Revised

Proposed Subdivision Layout - Superceded




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 Notes:**  
 Amend the OCP for portions of the Subject Property from Multiple Unit Residential - Cluster Housing (MRC) to Single/Two Unit Residential - Hillside (S2RESH).

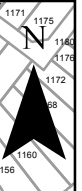
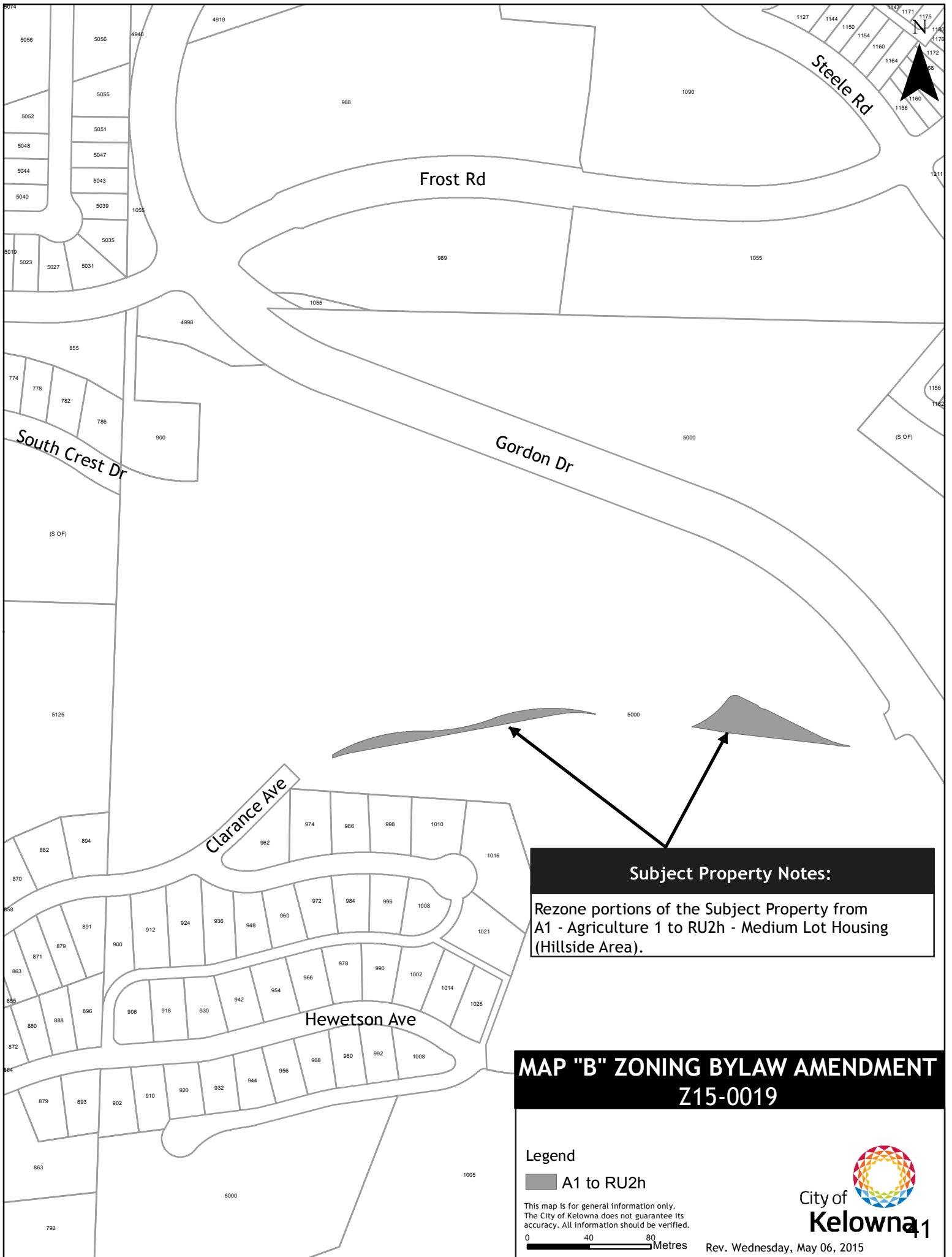
**MAP "A" OCP AMENDMENT  
 OCP15-0005**

 MRC to S2RESH  
 This map is for general information only.  
 The City of Kelowna does not guarantee its accuracy. All information should be verified.  
 0 40 80 Metres



Rev. Wednesday, May 06, 2015





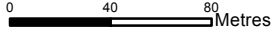
**Subject Property Notes:**  
 Rezone portions of the Subject Property from  
 A1 - Agriculture 1 to RU2h - Medium Lot Housing  
 (Hillside Area).

**MAP "B" ZONING BYLAW AMENDMENT  
 Z15-0019**

**Legend**

A1 to RU2h

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



Rev. Wednesday, May 06, 2015

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

---


**Date:** March 10, 2015  
**File No.:** OCP14-0020  
**To:** Land Use Management Department (LB)  
**From:** Development Engineering Manager (SM)  
**Subject:** 5000 Gordon Drive South Crest Ponds Phase 4

---

The Development Engineering Branch comments and requirements regarding this OCP Amendment application are as follows:

General

The application to amend the OCP future land use designation for three small areas as a result of the realignment of Clarence Avenue can be supported by the City infrastructure provided the requirements and servicing issues outlined in our report under file Z14-0037, dated Oct 14, 2014 are dealt with prior to development of the subject property.



---

Steve Muenz, P. Eng.  
Development Engineering Manager  
JF/jf

---

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

---


**Date:** March 10, 2015  
**File No.:** Z14--0037  
**To:** Land Use Management Department (LB)  
**From:** Development Engineering Manager (SM)  
**Subject:** 5000 Gordon Drive South Crest Ponds Phase 4

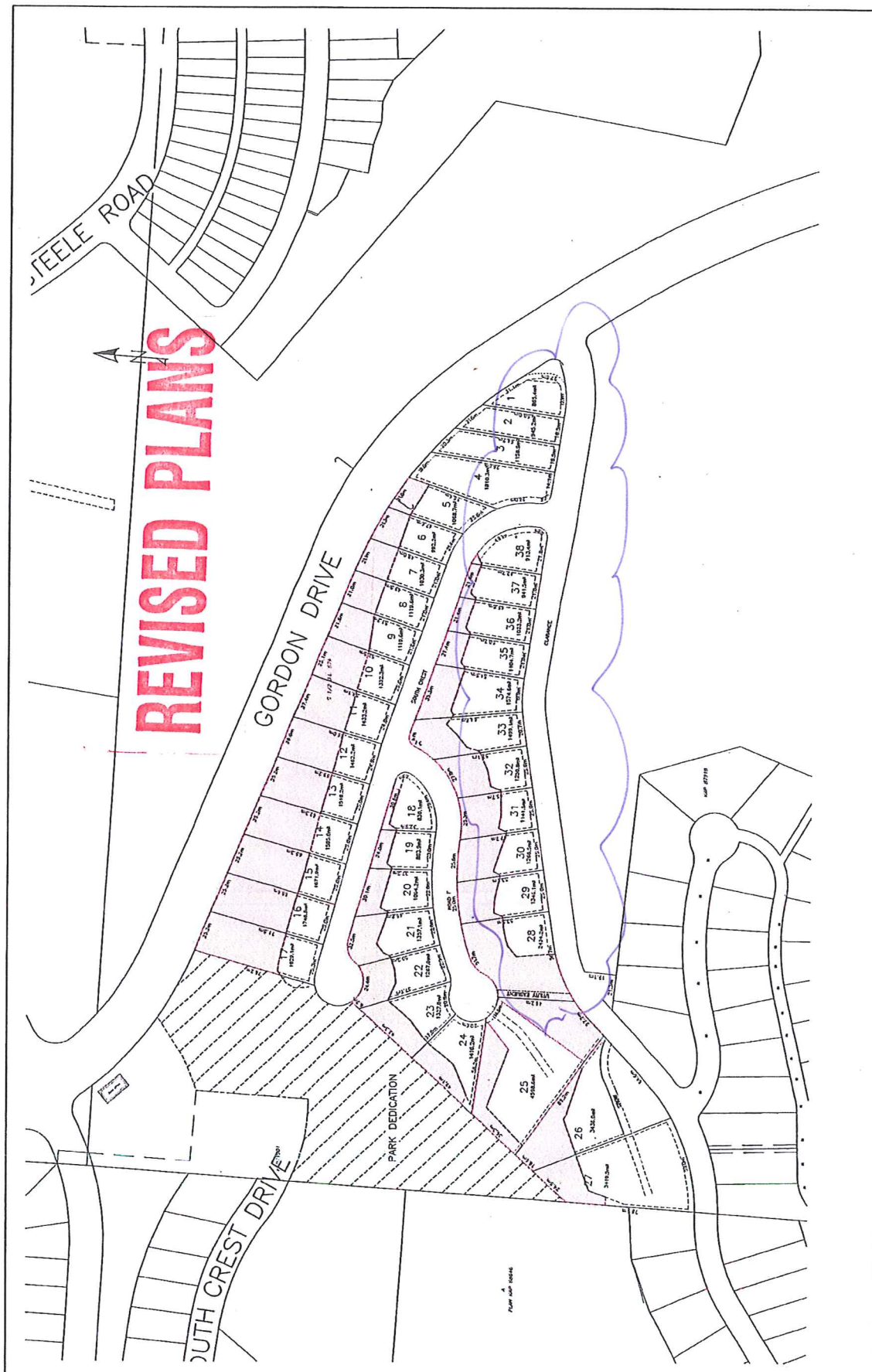
---

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

General

The application to rezone two small areas as a result of the realignment of Clarence Avenue is consistent with the previous application and can be supported by the City infrastructure provided the requirements and servicing issues outlined in our previous report under file Z14-0037 dated October 14, 2014 are dealt with prior to development of the subject property.

  
\_\_\_\_\_  
Steve Muenz, P. Eng.  
Development Engineering Manager  
JF/jf



**REVISED PLANS**

**LEGEND**

- NO BUILD AREA
- NO BUILD LINE
- BUILDING ENVELOPE
- PROPERTY DIMENSIONS

1" = 100'

0 10 20 30'

WSP  
 WSP CONSULTANTS  
 10000 100th Street, Suite 100  
 Richmond, BC V6V 1K7  
 Phone: (604) 273-2200  
 Fax: (604) 273-2201

DATE: NOV 2014  
 SCALE: NOT ACCURATE OVER LONG DISTANCES

THE CITY OF KELOWNA  
 DESIGN AND CONSTRUCTION

THE PONDS  
 PHASE 1 RESIDENTIAL  
 LOT PLAN

DATE	NOV 2014	SCALE	NOT ACCURATE OVER LONG DISTANCES
APPROVED	CMH	DESIGN	CMH
BLDG	101	DESIGN	CMH

NO. OF SHEETS	1	DATE	31
SHEET NO.	1	DATE	31
FOR PLAN	REVISION	DATE	31
CMH			
CMH			

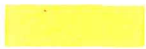
DIVISION: MUNICIPAL  
 DRAWING NO.: LP1  
 REV NO.: 1

CITY FILE: ZX9-XXXX

# LEGEND



A1 TO P4



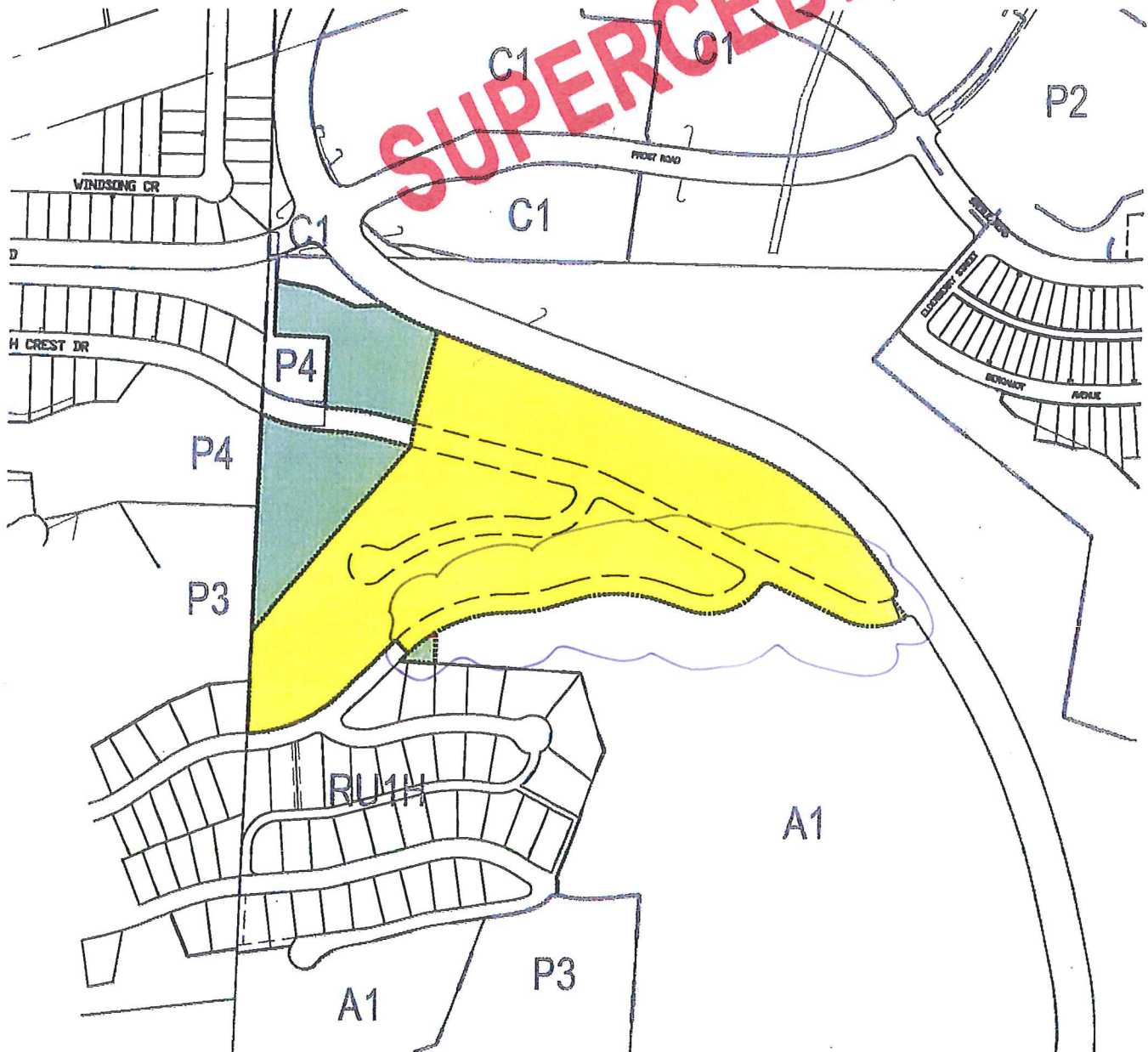
A1 TO RU2H



CURRENT ZONING  
BOUNDARIES



**SUPERCEDED**



SCALE 1:5000  
 DATE AUGUST 26, 2014  
 APPROVED  
 DESIGN BY CWH  
 DRAWN BY NKR  
 CHECKED BY

**FOCUS**

ENGINEERING • PLANNING • GEOMATICS  
 702-1708 DOLPHIN AVE. KELOWNA B.C. V1Y 9S4  
 PHONE (250) 980-5500 FAX (250) 980-5511

NEIGHBOURHOOD 3 - THE PONDS PHASE 4  
**REZONING APPLICATION - PROPOSED CHANGES**

# CITY OF KELOWNA

## BYLAW NO. 11098

### Official Community Plan Amendment No. OCP15-0005 - No. 21 Great Projects Ltd., Inc. No. 355991 5000 Gordon Drive

---

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 The South ½, District Lot 579, SDYD, Except Plans KAP77336, KAP86178, KAP86917, KAP87090, KAP87918, EPP9619, EPP9638, EPP12863, EPP15721, EPP18670 and EPP22118, located on Gordon Drive, Kelowna, B.C., from the MRC - Multiple Unit Residential - Cluster Housing designation to the S2RESH - Single/Two Unit Residential - Hillside 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

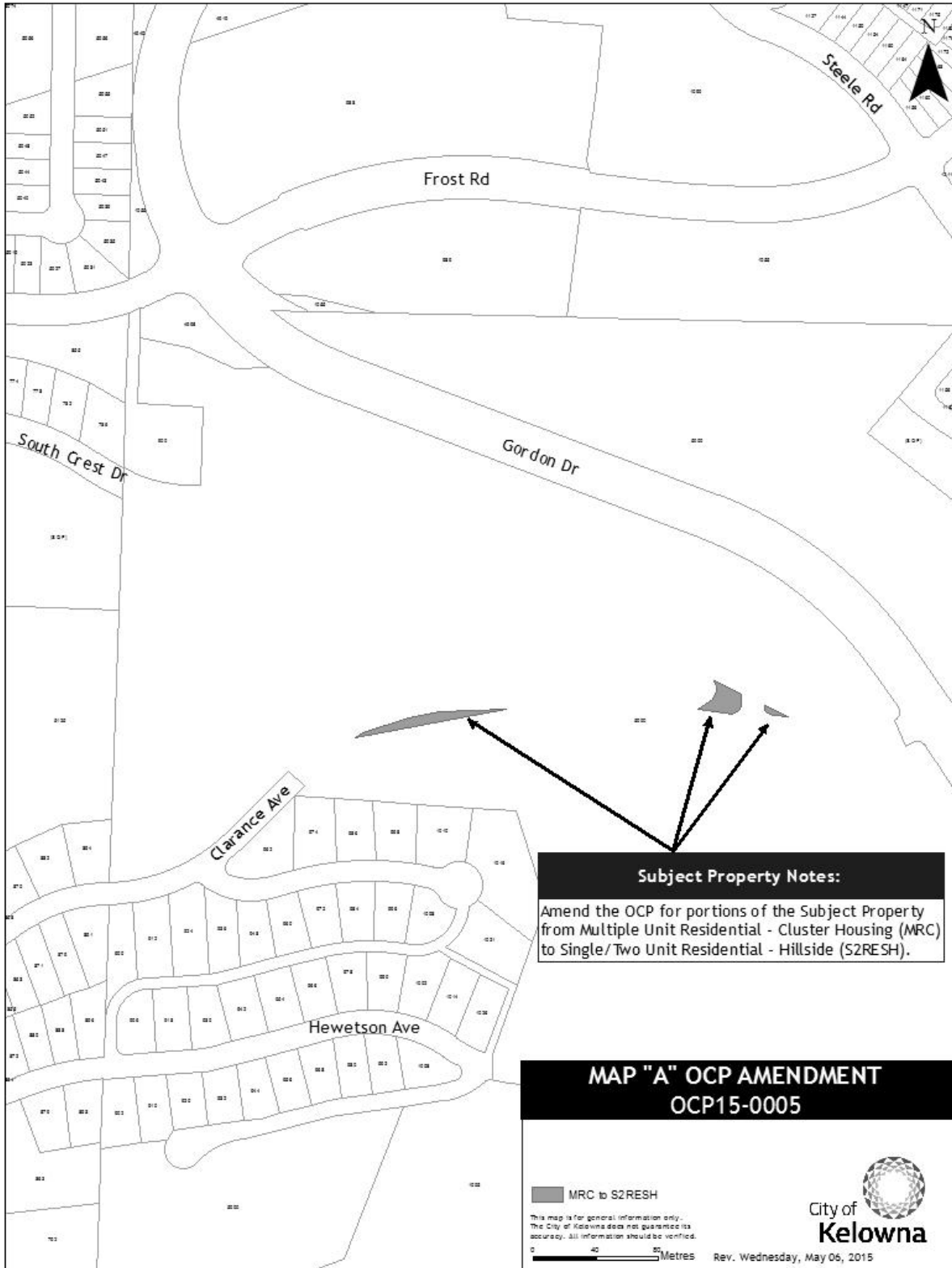
Adopted by the Municipal Council of the City of Kelowna this

---

Mayor

---

City Clerk



**Subject Property Notes:**  
 Amend the OCP for portions of the Subject Property from Multiple Unit Residential - Cluster Housing (MRC) to Single/Two Unit Residential - Hillside (S2RESH).

**MAP "A" OCP AMENDMENT  
 OCP15-0005**

■ MRC to S2RESH

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

0 40 80 Metres

Rev. Wednesday, May 06, 2015



**CITY OF KELOWNA**  
**BYLAW NO. 11099**  
**Z15-0019 - No. 21 Great Projects Ltd., Inc. No. 355991**  
**5000 Gordon Drive**

---

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

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

1. THAT City of Kelowna Zoning Bylaw No. 8000 be amended by changing the zoning classification of portions of The South ½, District Lot 579, SDYD, Except Plans KAP77336, KAP86178, KAP86917, KAP87090, KAP87918, EPP9619, EPP9638, EPP12863, EPP15721, EPP18670 and EPP22118 located on Gordon Drive, Kelowna, B.C., from the A1 - Agriculture 1 zone to the RU2h - Medium Lot Housing (Hillside Area) 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

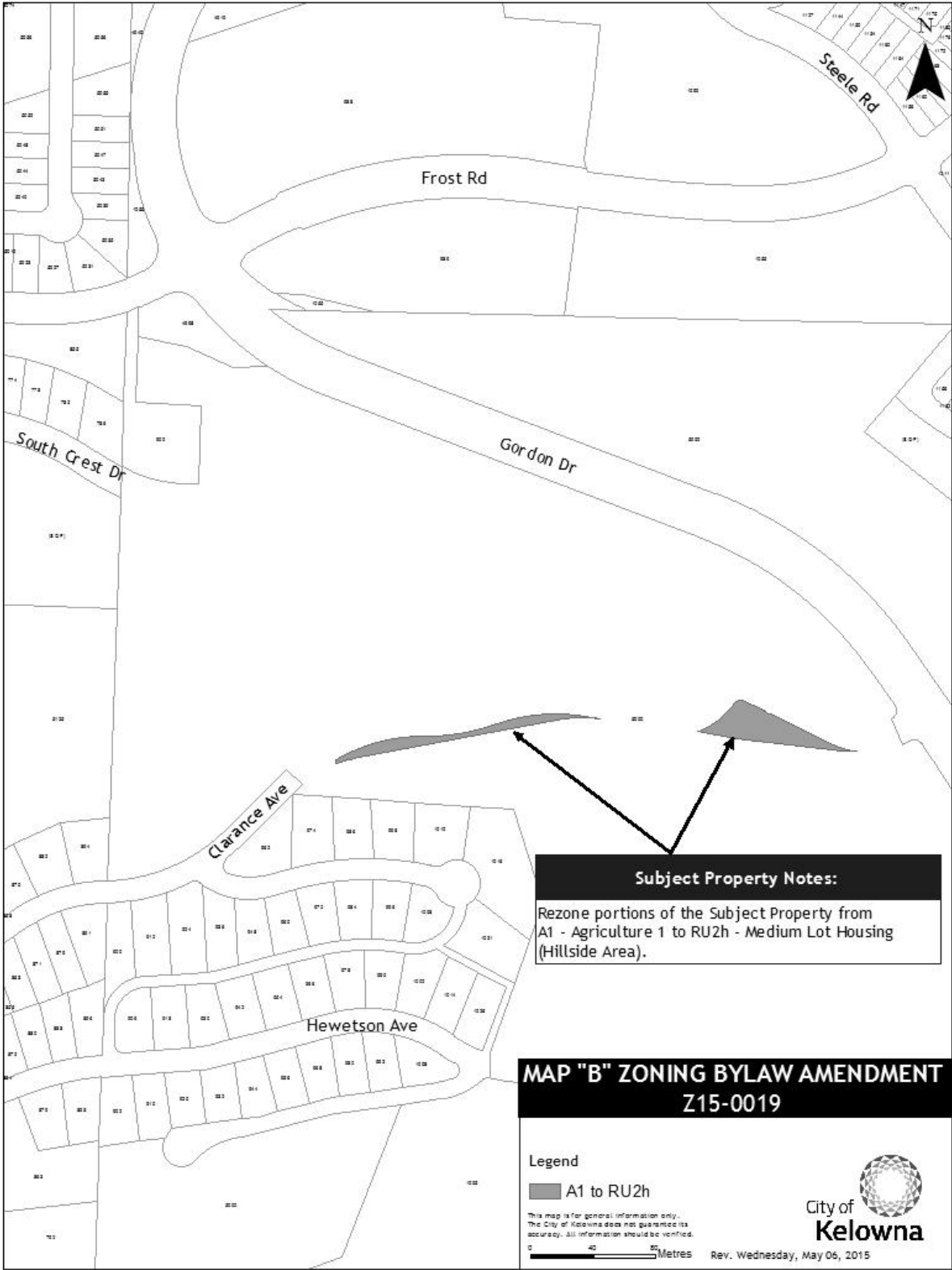
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Mayor

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City Clerk





# REPORT TO COUNCIL



**Date:** April 27, 2015  
**RIM No.** 1250-30  
**To:** City Manager  
**From:** Urban Planning, Community Planning & Real Estate (DB)  
**Application:** Z14-0002 OCP14-0007      **Owner:** Surinder Gosal  
City of Kelowna  
**Address:** 1908 & 1924 Henkel Rd      **Applicant:** Surinder Gosal  
**Subject:** Extension Request for Z14-0002 OCP14-0007

**Existing OCP Designation:** Single Two Unit Residential and Resource Protection Area  
**Proposed OCP Designation:** Single Two Units Residential  
**Existing Zone:** RR3 - Rural Residential 3  
**Proposed Zone:** RU2 - Medium Lot Housing

---

## 1.0 Recommendation

THAT in accordance with Development Application Procedures Bylaw No. 10540, the deadline for the adoption of Zone Amending Bylaw No. 10941 (Z14-0002, 1908 & 1924 Henkel Rd), be extended from April 15, 2015 to April 15, 2016.

## 2.0 Purpose

To extend the date for adoption of Zone Amending Bylaw No. 10941 (Z14-0002) from April 15, 2015 to April 15, 2016.

## 3.0 Urban Planning

Section 2.12.1 of Procedure Bylaw No. 10540 states that:

In the event that an application made pursuant to this bylaw is one (1) year old or older and has been inactive for a period of six (6) months or greater:

- a) The application will be deemed to be abandoned and the applicant will be notified in writing that the file will be closed;
- b) Any bylaw that has not received final adoption will be of no force and effect;
- c) In the case of an amendment application, the City Clerk will place on the agenda of a meeting of Council a motion to rescind all readings of the bylaw associated with that Amendment application.

Section 2.12.2 of the Procedures Bylaw makes provision for Council to consider an extension to an amending bylaw for up to a period of twelve (12) months.

The rezoning application received second and third readings on April 15, 2014 after a Public Hearing held on the same date. The applicant submitted an extension request on April 24, 2015 requesting the application remain open for an additional twelve (12) months from the current expiry date of April 15, 2015. The rationale for the extensions is the applicant needed to raise enough funds to meet the final conditions of the rezoning application.

**Report prepared by:**

---

Damien Burggraeve, Planner

**Approved for Inclusion:**

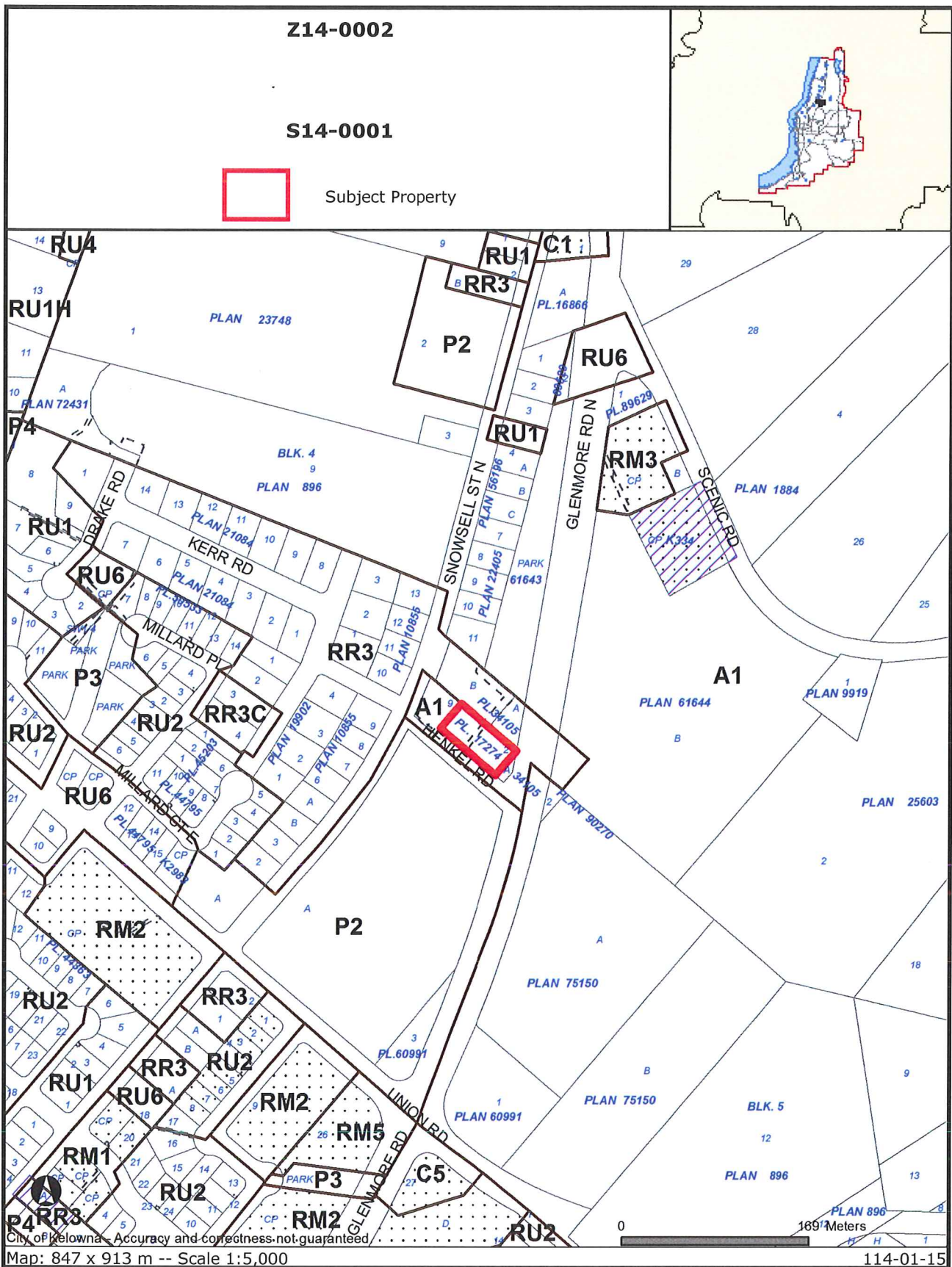
Shelley Gambacort



Director - Subdivision, Agriculture and Environment

**Attachments:**

Subject Property Map



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.

# REPORT TO COUNCIL



**Date:** May 25, 2015

**RIM No.** 1250-30

**To:** City Manager

**From:** Urban Planning, Community Planning and Real Estate (PM)

**Application:** Z13-0038

**Owner:** Aldo & Wilma Clinaz

**Address:** 721 725 Francis Ave

**Applicant:** Aldo & Wilma Clinaz

**Title:** Rezoning Extension Application Z13-0038

**Existing OCP Designation:** MRL - Multiple Unit Residential ( Low Density)

**Existing Zone:** RU6 - Two Dwelling Housing

**Proposed Zone:** RM1- Four Dwelling Housing

## 1.0 Recommendation

THAT in accordance with Development Application Procedures Bylaw No. 10540, the deadline for the adoption of Amending Bylaw No. 10933 (Z13-0038), Strata Lot 1 and 2, District Lot 136, ODYD, Strata Plan KAS1005, together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown in Form 1, located at 721 - 725 Francis Avenue, Kelowna, BC; be extended from April 15, 2015 to October 15, 2015.

## 2.0 Purpose

The applicant is seeking an extension for an application to rezone the subject property from the RU6 - Two Dwelling Housing zone to the RM1 - Four Dwelling Housing, to allow the applicant additional time to meet the requirements of the zoning request.

## 3.0 Urban Planning

Section 2.12.1 of Procedure Bylaw No. 10540 states that:

In the event that an application made pursuant to this bylaw is one (1) year old or older and has been inactive for a period of six (6) months or greater:

- a) The application will be deemed to be abandoned and the applicant will be notified in writing that the file will be closed;
- b) Any bylaw that has not received final adoption will be of no force and effect;

- c) In the case of an amendment application, the City Clerk will place on the agenda of a meeting of Council a motion to rescind all readings of the bylaw associated with that Amendment application.

Section 2.12.2 of the Procedures Bylaw makes provision for Council to consider an extension to an amending bylaw for up to a period of twelve (12) months.

Bylaw No. 10933 received second and third readings on April 15, 2014 after the Public Hearing held on the same date. The applicant wishes to have the application remain open for an additional six (6) months from the current expiry date of April 15, 2015.

The applicant has requested the additional time to secure funds to proceed with the required site servicing improvements, as well as potential building renovations.

Staff recommends Council consider this application for a six month extension.

**Report prepared by:**

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Paul McVey, Planner - Urban Planning

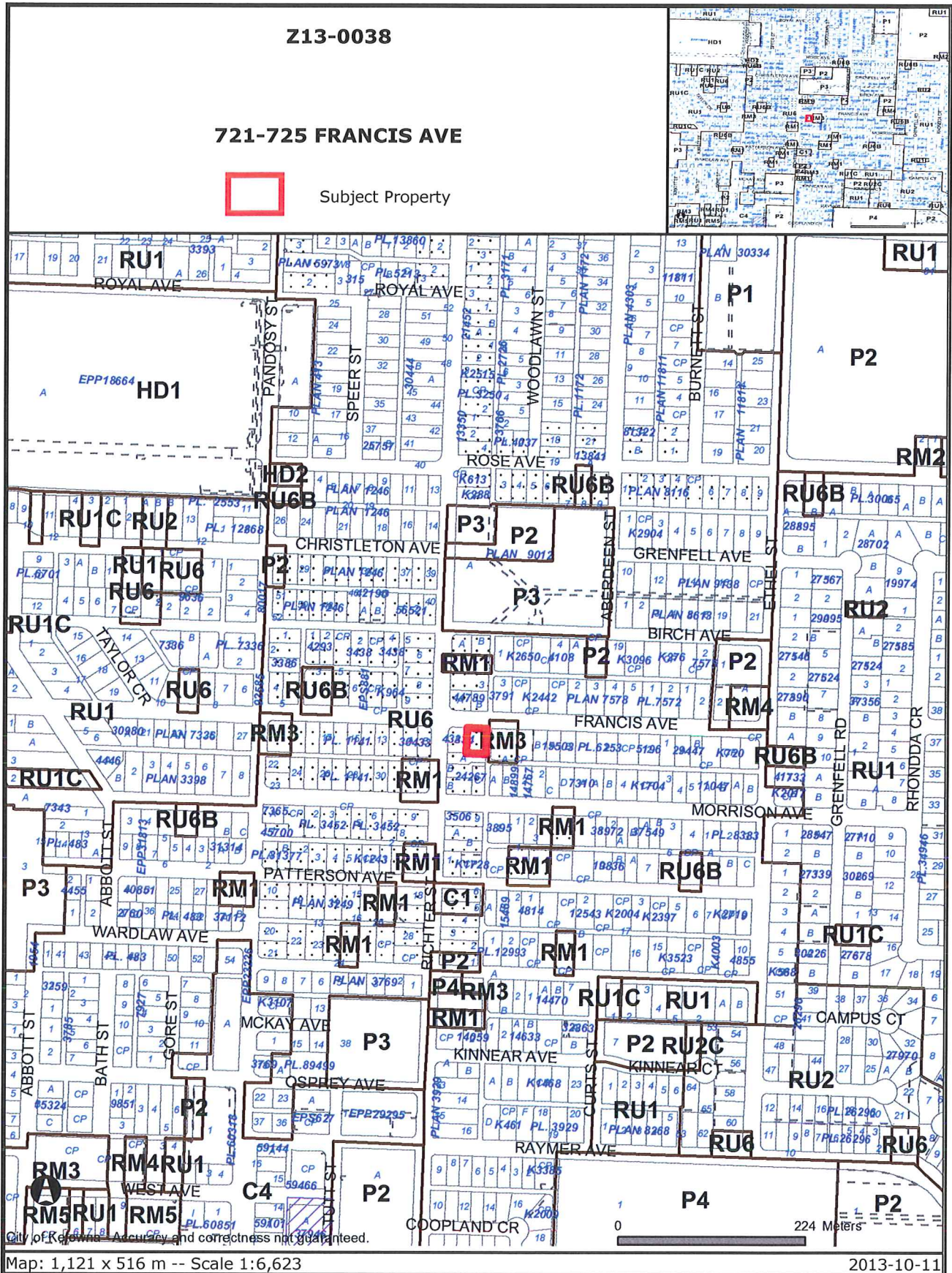
**Approved for Inclusion**



Ryan Smith, Manager - Urban Planning Branch  
Community Planning & Real Estate

**Attachments:**

Subject Property Map



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.

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

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**Date:** October 17, 2013  
**File No.:** Z13-0038  
**To:** Urban Planning (JM)  
**From:** Development Engineering Manager  
**Subject:** 721 – 725 Francis Ave

RU6 to RM1

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Development Engineering has the following comments and requirements associated with this application to rezone from RU6 to RM1.

1. Domestic Water and Fire Protection

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

2. Sanitary Sewer

Our records indicate that this property is currently serviced with two 100mm-diameter sanitary sewer services. The current by-law requires that only one service be permitted for this application. An inspection chamber (IC) complete with brooks box must be installed on the remaining service at the owner's cost. Service upgrades can be provided by the City at the applicant's cost. **The applicant will be required to sign a Third Party Work Order for the cost of the service upgrade.** For estimate inquiry's please contact Sergio Sartori, by email [ssartori@kelowna.ca](mailto:ssartori@kelowna.ca) or phone, 250-469-8589.

3. Road Improvements

Francis Ave must be upgraded to an urban standard along the full frontage of this property, including curb and gutter, piped storm drainage facilities, and pavement widening. A one-time cash payment in lieu of construction must be collected from the applicant for future construction by the City. The cash-in-lieu amount is determined to be **\$8,397.00 not including utility service costs**

4. Access, Manoeuvrability and Parking Requirements

**On-site parking modules must meet bylaw requirements.**



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Steve Muenz, P. Eng.  
Development Engineering Manager

SS



# Report to Council



**Date:** 6/1/2015  
**File:** 1220-02  
**To:** City Manager  
**From:** Urban Planning, Community Planning & Real Estate (AC)  
**Application:** RTE15-0002  
**Subject:** 460 Doyle Ave - Revitalization Tax Exemption Agreement

## **Recommendation:**

THAT Council approves the City of Kelowna entering into a Revitalization Tax Exemption Agreement with Kelowna Sustainable Innovation Group Ltd. for Lot 4 District Lot 139 ODYD Plan KAP57837, located on 460 Doyle Avenue, Kelowna BC, in the form attached to the report from Urban Planning dated May 11, 2014;

AND FURTHER THAT the Mayor and City Clerk be authorized to execute the Revitalization Tax Exemption Agreement.

## **Purpose:**

To enter into a Revitalization Tax Exemption Agreement for the 'Okanagan Centre for Innovation' in accordance with Revitalization Tax Exemption Program Bylaw No. 9561.

## **Background:**

The subject property is designated as MXR - Mixed Use (Residential / Commercial) in the Official Community Plan (OCP) and is zoned C7 - Central Business Commercial. The six storey Okanagan Centre for Innovation was recently approved by Council and is in compliance with the Zoning Bylaw and the OCP.

The Development Permit for the project was approved by Council under DP14-0093. The subject property had been vacant until application approval. Staff considers the redevelopment of Urban Centre properties to a higher and better use as a positive step towards achieving the livability goals established in the 2030 OCP. Aided by the Revitalization Tax Exemption Agreement, the proposed redevelopment of this underutilized property will further support revitalization of the Downtown Urban Centre.

The subject property is located within "Tax Incentive Area 3". In this area, projects with a minimum floor area of 3,716 m<sup>2</sup> qualify for a tax exemption equal to 50% of the municipal portion of property tax. The Okanagan Centre for Innovation has an approximate floor area of

9,895 m<sup>2</sup>. The 50% municipal portion of property tax is calculated in relation to the increase in assessed value of improvements on the property resulting from the construction or alterations outlined in DP14-0093. In any case, this shall not be more than the incremental increase in the assessed value of improvements on the parcel between the year before the commencement of construction and the year following the issuance of the Tax Exemption Certificate. The exemption will be valid for the tax years of 2017-2026.

**Internal Circulation:**

Revenue Manager, Financial Services

**Existing Policy:**

Revitalization Tax Exemption Program Bylaw No. 9561

**Financial/Budgetary Considerations:**

As the project is located within Revitalization Tax Exemption Area 3 of the Downtown Urban Centre it qualifies for a tax exemption equal to 50% of the municipal portion of property tax. The Tax exemption will be for the 2017-2026 taxation years.

**Considerations not applicable to this report:**

- Legal/Statutory Authority:**
- Legal/Statutory Procedural Requirements:**
- Personnel Implications:**
- External Agency/Public Comments:**
- Communications Comments:**
- Alternate Recommendation:**

Submitted by:

Adam Cseke,  
Planner

Approved for inclusion:



Lindsey Ganczar - Urban Planning Supervisor

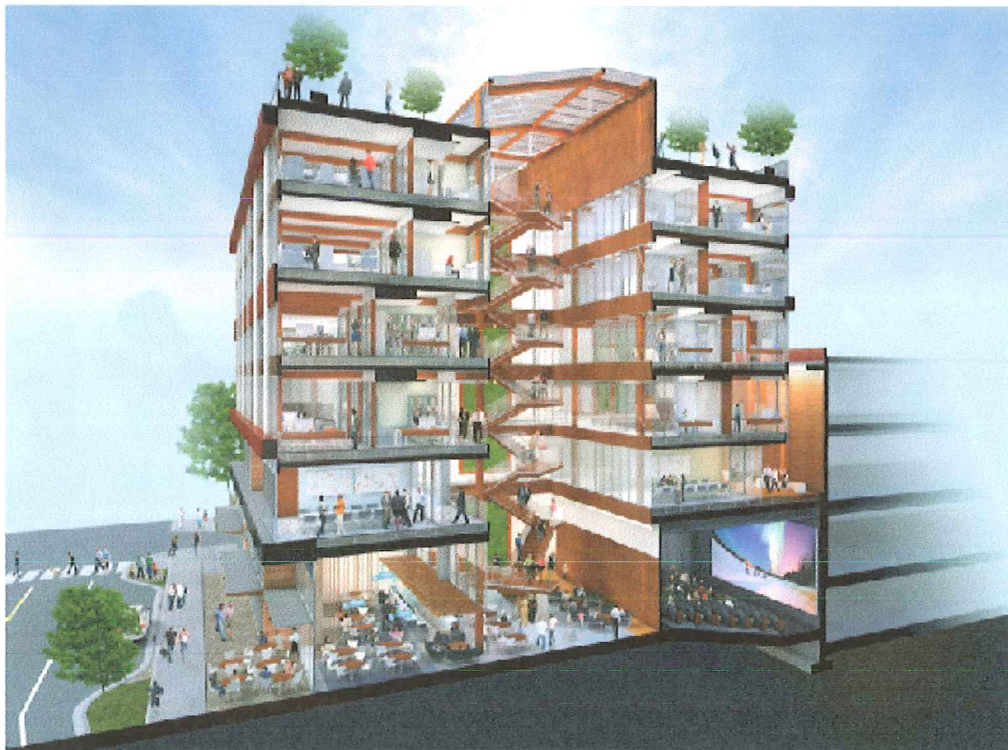
**Attachments:**

Draft Revitalization Tax Exemption Agreement  
Applicant's Rationale

cc: Matt Friesen, Revenue Branch



## The Okanagan Centre for Innovation – Executive Summary



The Okanagan Centre for Innovation (OCI) is a community infrastructure project that has been many years in the making and was conceived by a group of sixteen Okanagan community members including entrepreneurs, business executives, members from all levels of government and heads of post-secondary academic institutions.

These community leaders gathered two years ago to discuss “how to create a vibrant entrepreneurial ecosystem in our community.” From that meeting came a shared vision and desire to build western Canada’s most innovative, creative entrepreneurial and technology community. Inspired in part by the purposeful design and development investments in Pixar’s, Apple’s and Google’s numerous campuses around the world – the concept of the OCI was born.

The OCI will be a hub of innovation, creativity, entrepreneurship and technology; stimulating and diversifying the economy; accelerating new business and job creation while supporting entrepreneurs through a sustainable business model.

For communities to remain economically vibrant they must transition from traditional resource and manufacturing based economic development initiatives to the emerging knowledge-worker economy. For this shift to occur it is essential that entrepreneurs and start-ups get the support needed to build innovative companies and create high paying knowledge-based employment opportunities.

In a 2010 report published by Tim Kane from the Kauffman Foundation, he states that 100% of net job growth in the U.S. comes from entrepreneurial start-ups and that if you took start-ups out of the picture and looked only at large or incumbent businesses, job growth over the last 35 years would actually be negative. In the words of Kauffman's Tim Kane, "When it comes to job growth, start-up companies aren't everything....They're the only thing."

At the heart of the OCI is a technology business incubator that will support entrepreneurs and startups by creating an effective link between talent, technology, funding, mentorship, education and know-how that is essential for the ideation, creation and commercialization of new innovative products and services.

State-of-the-art facilities will include a mix of technology, education, art, culture and music through a variety of shared & individual work areas, creative, lab, social, meeting & performing spaces. Start-up founders, academics and CEO’s of existing technology companies will be able to meet and mingle in the common areas along with community members and entrepreneurial leaders ranging from grassroots creative’s to leaders of fortune 100 companies.

Creating “collisions” are critical in a healthy, vibrant and growing start-up ecosystem. These often serendipitous, interactive collisions are where ideas and innovation happen. Whether it is business development and mentorship, research and development, access to capital, or training tailored to individual companies, the OCI will house a unique combination of resources that are essential to entrepreneurs starting and growing innovative, creative, technology companies.

The Okanagan’s technology industry, now the third largest in the province, (behind only Vancouver and Victoria) is currently generating \$1.0+ B annually (2013) and is poised for significant and continued growth projected to be \$1.7B in 2015. The OCI will be a key driver and provide the necessary infrastructure and resources to ensure that the Okanagan region capitalizes on this opportunity, maximizes its growth potential and is well positioned to compete on the global stage.

The OCI, a \$35M project, will make significant positive impact to the regional economy through the construction phase (\$62M), annual operational phase (\$24M/yr direct employment only) and ongoing impact through business incubation including company and job creation, talent attraction & retention, increased trade & investment activity and industry aligned skills development.

Local academic institutions are committed to the region, and have been expanding year over year. The OCI’s partnership with UBC-O and Okanagan College will be key to attracting and developing knowledge workers, and the relationship will continue to expand & evolve based on needs within the region. Through these types of partnerships, the OCI will play an active role in y addressing the “skills-gap” challenge through progressive and immersive educational and training opportunities.

The OCI is being financed through a very unique business model that is being supported by a combination of municipal, provincial and private contributions – with the public contributions being allocated to the business incubation space, digital media lab, community space and related technology infrastructure.

The OCI has successfully secured financial support from the Provincial Government (\$6M) for capital costs related to base construction of the business incubation and community space and a long term land lease from the City of Kelowna.

Through intelligent economic development initiatives like the OCI in partnership with municipal & provincial governments, private industry, academia and community leaders, the Okanagan region will become the best place in western Canada for entrepreneurs to start and grow innovative, creative and technology-based companies.

## Revitalization Tax Exemption Agreement

THIS AGREEMENT dated for reference the \_\_\_ day of \_\_\_\_\_, 20\_\_ is

### BETWEEN:

**KELOWNA SUSTAINABLE INNOVATION GROUP**  
401 – 1447 Ellis Street,  
Kelowna, B.C. V1Y 2A3  
(the “Leasee”)

### AND:

**CITY OF KELOWNA**  
1435 Water Street,  
Kelowna, B.C. V1Y 1J4  
(the “City”)

### GIVEN THAT:

- A. The Leasee is the registered leasee of lands in the City of Kelowna at 460 Doyle Avenue, Kelowna B.C., V1Y 2A2, legally described as *City of Kelowna, PID: 023-568-984, Lot 4, District Lot 139, ODYD, Plan KAP57837* (the “Parcel”);
- B. Council has established a revitalization tax exemption program and has included within the City of Kelowna Revitalization Tax Exemption Program Bylaw No. 9561 the designation of areas which include the Parcel as a revitalization area; and
- C. The Leasee proposes to construct new improvements on the Parcel as described in Appendix “A” attached to and forming part of this agreement (the “Project”) and has applied to the City to take part in the revitalization tax exemption program in respect of the Project and the City has agreed to accept the Project under the program;

THIS AGREEMENT is evidence that in consideration of the promises exchanged below, the Leasee and the City covenant and agree each with the other as follows:

1. **The Project** – the Leasee will use its best efforts to ensure that the Project is constructed, maintained, operated and used in a fashion that will be consistent with and will foster the objectives of the revitalization tax exemption program, as outlined in the City of Kelowna Revitalization Tax Exemption Program Bylaw No. 9561.

2. **Operation and Maintenance of the Project** – throughout the term of this agreement, the Leasee shall operate, repair and maintain the Project and will keep the Project in a state of good repair as a prudent owner would do.
3. **Revitalization Amount** – Refers to the municipal portion of property tax calculated in relation to the increase in the assessed value of improvements on the property resulting from the construction or alterations as outlined in section 1 of this agreement;
4. **Revitalization Tax Exemption** – subject to fulfillment of the conditions set out in this agreement and in “City of Kelowna Revitalization Tax Exemption Program Bylaw No. 9561”, the City shall issue a revitalization tax exemption certificate (the “Tax Exemption Certificate”) to the British Columbia Assessment Authority entitling the Leasee to a property tax exemption in respect of the property taxes due (not including local service taxes) in relation to the Revitalization Amount on the Parcel (the “Tax Exemption”) for the calendar year(s) set out in this agreement.
5. **Conditions** – the following conditions shall be fulfilled before the City will issue a Tax Exemption Certificate to the Owner in respect of the Project:
  - a. The Leasee must obtain a building permit from the City for the Project on or before September 1, 2015;
  - b. The Leasee must complete or cause to be completed construction of the Project in a good and workmanlike fashion and in strict compliance with the building permit and the plans and specifications attached hereto as Appendix “A” and the Project must be officially opened for use as *the Okanagan Centre for Innovation* (the “Exempt Use”) and for no other use, by no later than December 2016;
  - c. The Leasee must submit a copy of the Occupancy Permit and Revitalization Tax Exemption Agreement to the City of Kelowna’s Revenue Branch before the City will issue the Tax Exemption Certificate.
  - d. The completed Project must substantially satisfy the performance criteria set out in Appendix “B” hereto, as determined by the City’s Urban Planning Manager or designate, in their sole discretion, acting reasonably.
6. **Calculation of Calculation of Revitalization Tax Exemption** – the amount of the Tax Exemption shall be equal to:
  - a. For “Tax Incentive Area 3,” 50% of the Revitalization Amount on a Parcel, for a project with a minimum floor area of 3,716 m<sup>2</sup> (40,000 sq. ft.)

7. **Term of Tax Exemption** – provided the requirements of this agreement, and of the City of Kelowna Revitalization Tax Exemption Program Bylaw No. 9561, are met the Tax Exemption shall be for the taxation years 2017 to 2027 inclusive.

8. **{deleted}**

9. **Compliance with Laws** – the Lessee shall construct the Project and, at all times during the term of the Tax Exemption or any renewal term, use and occupy the Parcel and the Project in compliance with all statutes, laws, regulations and orders of any authority having jurisdiction and, without limiting the generality of the foregoing, all federal, provincial, or municipal laws or statutes or bylaws, including all the rules regulations policies guidelines criteria or the like made under or pursuant to any such laws.

10. **Effect of Stratification** – if the Lessee stratifies the Parcel or the Project under the *Strata Property Act*, then the Tax Exemption shall be prorated among the strata lots in accordance with the unit entitlement of each strata lot for:

- a. the current and each subsequent tax year during the currency of this agreement if the strata plan is accepted for registration at the Land Title Office before May 1; or
- b. for the next calendar year and each subsequent tax year during the currency of this agreement if the strata plan is accepted for registration at the Land Title Office after May 1;

so long as, where a Housing Agreement exists in relation to the Parcel or the Project which limits ability to stratify, the Housing Agreement is still complied with.

11. **Cancellation** – the City may in its sole discretion cancel the Tax Exemption Certificate at any time:

- a. on the written request of the Lessee; or
- b. effective immediately upon delivery of a notice of cancellation to the Lessee if at any time any of the conditions in the Tax Exemption Certificate are not met.

If such cancellation occurs, the Lessee of the Parcel for which the Tax Exemption Certificate was issued will remit to the City an amount equal to the value of any Tax Exemption received after the cancellation of the Tax Exemption Certificate.

12. **No Refund** – for greater certainty, under no circumstances will the Lessee be entitled under the City's revitalization tax exemption program to any cash



credit, any carry forward tax exemption credit or any refund for any property taxes paid.

13. **Notices** – any notice or other writing required or permitted to be given hereunder or for the purposes hereof to any party shall be sufficiently given if delivered by hand or posted on the Parcel, or if sent by prepaid registered mail (Express Post) or if transmitted by facsimile to such party:

a. in the case of a notice to the City, at:

THE CITY OF KELOWNA  
1435 Water Street,  
Kelowna, B.C. V1Y 1J4  
Attention:  
Fax:

b. in the case of a notice to the Leasee, at:  
KELOWNA SUSTAINABLE INNOVATION GROUP  
401 – 1447 Ellis Street,  
Kelowna, B.C. V1Y 2A3  
Attention:  
Fax:

Or at such other address as the party to whom such notice or other writing is to be given shall have last notified the party giving the same.

14. **No Assignment** – the Leasee shall not assign its interest in this agreement except to a subsequent owner in fee simple of the Parcel.

15. **Severance** – if any portion of this agreement is held invalid by a court of competent jurisdiction, the invalid portion shall be severed and the decision that it is invalid shall not affect the validity of the remainder of this agreement.

16. **Interpretation** – wherever the singular or masculine is used in this agreement, the same shall be construed as meaning the plural, the feminine or body corporate where the context or the parties thereto so require.

17. **Further Assurances** – the parties hereto shall execute and do all such further deeds, acts, things and assurances that may be reasonably required to carry out the intent of this agreement.

18. **Waiver** – waiver by the City of a default by the Leasee shall be in writing and shall not be deemed to be a waiver of any subsequent or other default.

19. **Powers Preserved** – this agreement does not:

- a. Affect or limit the discretion, rights or powers of the City under any enactment or at common law, including in relation to the use or subdivision of the Parcel;
  - b. Affect or limit any enactment relating to the use or subdivision of the Parcel; or
  - c. Relieve the Leasee from complying with any enactment, including in relation to the use or subdivision of the Parcel and without limitation shall not confer directly or indirectly any exemption or right of set-off from development cost charges, connection charges, application fees, user fees or other rates, levies or charges payable under any bylaw of the City .
20. **Reference** – every reference to each party is deemed to include the heirs, executors, administrators, personal representatives, successors, assigns, servants, employees, agents, contractors, officers, licensees and invitees of such party, wherever the context so requires or allows.
21. **Enurement** – this agreement shall ensure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.
22. Any construction of a new improvement or alteration of an existing improvement as of this bylaw undertaken prior to the application for a Revitalization Tax Exemption will not be eligible for consideration
23. The maximum Revitalization Tax Exemption authorized under this Bylaw must not exceed the Revitalization Amount on the Property between:
- a. the calendar year before the construction or alteration began, as outlined under Section 1 of this agreement; and
  - b. the calendar year in which the construction or alteration, as outlined under Section 1 of this agreement, is completed.
24. The Property's assessed value of improvements must not be reduced below the amount assessed in the calendar year prior to construction or alteration, as a result of the Revitalization Tax Exemption.

IN WITNESS WHEREOF the parties hereto have executed this agreement as of the day and year first above written.

Executed by the CITY OF KELOWNA by  
its Authorized signatories:

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Mayor

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City Clerk

Executed by KELOWNA SUSTAINABLE INNOVATION GROUP by  
its Authorized signatories:

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Name: Lane Merrifield

Appendix "A": Plans and Specifications  
Appendix "B": Performance Criteria

# Report to Council



**Date:** 5/25/2015  
**File:** 1140-51  
**To:** City Manager  
**From:** J. Säufferer, Manager, Real Estate Services  
**Subject:** Mobile Food Concession Contract - City Park  
Report Prepared by: T. Abrahamson, Property Officer

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## **Recommendation:**

THAT Council approve the City entering into a Mobile Food Concession Contract, in the form attached to the Report of the Manager, Real Estate Services dated May 25, 2015, between the City of Kelowna and Konz Pizza In A Cone to provide a mobile food concession service to City Park for a term of three years with two further one year renewal terms at the City's sole discretion;

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

## **Purpose:**

To enter into a mobile food concession contract with Konz Pizza In A Cone (Konz) for mobile food vending services in City Park.

## **Background:**

The City of Kelowna recently advertised a number of concession opportunities for the 2015 summer season. This included a food concession at Stuart Park and an activity/service concession at City Park, with the latter aimed at providing an on-going business opportunity for any vendors impacted by the discontinuance of the "Art in the Park" program. While there were no applications for the activity/service concession, Konz was the successful applicant for the Stuart Park food concession.

Subsequent to awarding of the food concession to Konz, Tacofina, one of the three mobile food concessions at City Park, indicated that they would not return in 2015. Due to the construction of Phase II of Stuart Park and the desire by the City to maintain a critical mass of food trucks at City Park, Konz agreed to relocate to the vacant food vendor stall City Park. The Stuart Park food concession will remain vacant for 2015, with the potential to re-advertise the opportunity in 2016 following the completion of Stuart Park later this year.

Conditions of Konz' mobile food concession services agreement is that they operate during the period from May 15 to September 15 annually for a term of three years (with the exception of this year, when service will commence on June 1). Two further one year renewals are offered at the City's sole discretion.

The various criteria that were reviewed as part of the overall bidding process consisted of the following:

- Relevant experience, qualifications and successes;
- Proposed food items and prices;
- Overall proposal for operating a high quality, service-oriented venture;
- Financial capability and stability; and,
- Value of proposal.

Factors supporting awarding the concession contract to Konz included:

- Financial consideration of \$6,500/\$7,000/\$7,500 plus 5% of the gross profits for each year of the three year contract;
- An operator with 20+ years of experience in hospitality management and a proven record of operating successful food and beverage businesses; and,
- Community service involvement as a volunteer at the Kelowna Food Bank, and overseeing charity event activities.

**Internal Circulation:**

Supervisor, Parks, Beaches & Sportsfields  
Director, Financial Services

**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: J. Säufferer, Manager, Real Estate Services

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

Attachments: Schedule A - Concession Contract & Bid Proposal  
Schedule B - PowerPoint

cc: T. Sophonow, Supervisor, Parks, Beaches & Sportsfields  
G. Davidson, Director, Financial Services

**LICENSE OF OCCUPATION**  
**Mobile Food Concession 2015 - 2017**  
**City Park**

BETWEEN:

**CITY OF KELOWNA**  
1435 Water Street  
Kelowna, British Columbia V1Y 1J4

(the "City")

AND:

**KONZ PIZZA IN A CONE**  
964 Tronson Drive  
Kelowna, British Columbia V1Y 4E1

(the "Contractor")

WHEREAS the City desires to appoint the services of the Contractor to provide Mobile Food Concession services (the "Services") at City Park as set out in Appendix E.

NOW THEREFORE this Agreement witnesses that the parties hereby covenant and agree with each other as follows:

**Services**

The Contractor shall provide services on the terms and conditions set out in this Agreement and are binding upon the parties.

**Appendices**

The following attached Appendices are a part of this Agreement:

- Appendix A - Insurance Requirements
- Appendix B - Scope of Services
- Appendix C - Fees - Schedule
- Appendix D - Cold Beverage Agreement
- Appendix E - Premise
- Appendix F - Konz Pizza In A Cone Bid Package

If there is any inconsistency or conflict between the provisions of the Agreement and the Appendices, the Agreement shall govern and take precedence over all other Contract Documents.

**AGREEMENT TERMS AND CONDITIONS**

**1.0** Definitions (For purposes of this Agreement, the following terms shall have the meanings set forth below):

**“Agreement”** means the executed agreement between the City and the successful Contractor on the terms and conditions set out in this document;

**“Agreement Administrator”** refers to the individual appointed by the Manager, Property Management to administer this Agreement on behalf of the City, and any participating members and other authorized purchasers;

**“City’s Representative”** means the Manager, Property Management or designate;

**“Department”** means the Community Planning & Real Estate department of the City of Kelowna

**“Department Representative”** means the Manager, Property Management, who shall represent all City Departments for the purposes of this Agreement, or, such other person who may subsequently be appointed in writing by the Department Representative and notified to the Contractor;

**“Event of Default”** references Article 6.1(c);

**“Force Majeure”** shall mean failures which occur for reasons beyond the reasonable control of the non-performing party, which include acts of God, acts of any governmental authority, strikes, blacklisting, embargo, and lockouts or other industrial disturbances not related to that Party, acts of the public enemy, wars, blockades, insurrections, explosions, rebellions, revolutions, riots, epidemics, landslides, lightning, earthquakes, storms, subsidence, floods, fires, high waters, washouts, orders or acts of civil or military authorities, or civil disturbances, but it shall not include: any inability to fulfill its financial obligations or financial difficulty or condition, insolvency, or any court protection from creditors or any other occurrence similar to those recited, which is beyond the reasonable control of the non-performing party;

**“G.S.T.”** means any Goods and Services Tax payable in connection with the goods and services pursuant to the Excise Tax Act of Canada and shall also include any sales, value added or like taxes as well as any capital tax adopted by any lawful authority as may be amended from time to time;

**“Prime Contractor Agreement”** means the Prime Contract Agreement, Contractor Coordination Program Guide, Prime Contractor Designation Form and Application for Safety Pre-Qualification documents;

**“Term”** means the term as specified in Section 5.0;

**“Schedule”** means a schedule to this agreement;

**“Seasonal Term”** as used herein shall mean a four-month period from June 1<sup>st</sup> to September 15<sup>th</sup>, 2015, May 15<sup>th</sup> to September 15<sup>th</sup> for 2016 and May 15<sup>th</sup> to September 15<sup>th</sup> for 2017, in the Term.

## 2.0 Interpretations

- (a) “Authorized”, “directed”, “required”, “requested”, “approved”, “ordered”, “sanctioned”, and “satisfactory” shall, unless some other meaning is obvious from the context, respectively mean authorized, directed, required, requested, approved, ordered or sanctioned by, or satisfactory to, the City;
- (b) “Determination” shall mean the written documentation of a decision of the City’s Representative including findings of fact to support a decision. A Determination becomes part of the procurement file to which it pertains;
- (c) the Heading and Subheadings inserted in this Agreement are designed for convenience only and do not form a part of this Agreement nor are they intended to interpret, define, or limit the scope, extent, or intent of this Agreement or any provision thereof;
- (d) the word “including”, when following any general statement, term or matter, shall not be construed to limit such general statement, term or matter to the specific items or matters set forth immediately following such word or to similar items or matters, whether or not non-limiting language (such as “without limitation” or “but not limited to” or words of similar import) is used with reference thereto but rather shall be deemed to refer to all other items or matters that could reasonably fall within the broadest possible scope of such general statement, term or matter;
- (e) any reference to a statute shall include and shall be deemed to be a reference to such statute and to the regulations made pursuant thereto, as amended and in force from time to time, and to any statute or regulation that may be passed which has the effect of supplement or superseding the same;
- (f) no approval, authorization, sanction or permission required to be provided hereunder shall be unreasonably or arbitrarily withheld or delayed by the party providing same; and
- (g) words importing the masculine gender include the feminine or neuter gender and words in the singular include the plural, and vice versa and words importing individuals shall include firms and corporations, and vice versa.

## 3.0 Representations of Contractor

### 3.1 The Contractor covenants, represents and warrants to the City that:

- (a) Contractor is a duly organized, validly existing and legally entitled to carry on business in British Columbia and is in good standing with



respect to filings of annual reports according to the records of the Registrar of Companies of British Columbia;

- (b) Contractor has the power and capacity to enter into this Agreement and to comply with every term and condition of this Agreement;
- (c) all necessary proceedings have been taken to authorize Contractor to enter into this Agreement and to execute and deliver this Agreement;
- (d) this Agreement has been properly executed by Contractor and is enforceable against Contractor in accordance with its terms;
- (e) any statement, representation or information, whether oral or written, made furnished or given by Contractor, its directors, officers or anyone acting on behalf of Contractor, to the City in connection with this Agreement is materially correct and accurate;
- (f) Contractor has no knowledge of any fact that materially adversely affects or, so far as it can be foreseen, might materially adversely affect either its financial condition or its ability to fulfill its obligations under this Agreement;
- (g) the observance and performance of the terms and conditions of this Agreement will not constitute a breach by it or a default by it under any statute, regulation or bylaw of Canada or of the Province of British Columbia applicable to or binding on, its contracting documents, or any contract or agreement to which it is a party;
- (h) Contractor is neither a party to nor threatened with any litigation and has no knowledge of any claims against it that would materially adversely affect its financial condition or its ability to fulfill its obligations under this Agreement;
- (i) Contractor has filed all tax, corporate information and other returns required to be filed by the laws of British Columbia and Canada, and has complied with all Workers' Compensation legislation and other similar legislation to which it is subject and has paid all taxes, fees and assessments due by Contractor under those laws as of the reference date of this Agreement;
- (j) Contractor holds all permits, licenses, consents and authorities issued by any level of government, or any agency of any level of government, that are required by law to conduct its business;
- (k) Contractor's investigation has been based on its own examination, knowledge, information and judgment and not upon any statement, representation or information made or given by or on behalf of the City;

- (l) Contractor accepts the risks assigned within this Agreement identified as being borne by Contractor;
- (m) Contractor has sufficient trained staff, facilities, materials, appropriate equipment and approved sub-contractual agreements in place and available to enable it to fully perform the work;
- (n) Contractor pays punctually as they become due, all accounts, expenses, wages, salaries, taxes, rates, fees and assessments required to be paid by it on any of its undertakings;
- (o) Contractor has investigated and satisfied itself of every condition affecting the work including labour, equipment and material to be provided; but not limited to, the standards, responsibilities, task schedules and subsequent written instructions if any, all as prepared by the City;
- (p) Contractor acknowledges that it has the responsibility for informing itself of all aspects of the work and all information necessary to perform the work;
- (q) Contractor will comply with all the requirements of the Agreement and will perform all work and supply all labour, equipment and materials necessary to do so;
- (r) Contractor is an independent Contractor and not the servant, employee, partner, or agent of the City;
- (s) Contractor will not, in any manner whatsoever, commit or purport to commit the City to the payment of any money to any person;
- (t) no partnership, joint venture, or agency involving the City is created by this Agreement or under this Agreement;
- (u) the City may, from time to time, give such instructions to Contractor as the City considers necessary in connection with provision of the work, which instructions Contractor will comply with, but Contractor will not be subject to the control of City with respect to the manner in which such instructions are carried out;
- (v) all employees and sub-contractors employed by Contractor to provide the work are at all times the employees and sub-contractors of Contractor and not of the City. Contractor is solely responsible for arranging all matters arising out of the relationship of employer and employee, and
- (w) Contractor has independently reviewed all labour relations issues related to the performance of Contractor's obligations under this Agreement.

#### **4.0 General Obligations of Contractor**

##### **4.1 Contractor shall:**

- (a) offer Mobile Food Concession services, as set out in the Scope of Services attached as Schedule “B”;
- (b) perform and contract in its own name and for its sole account for all things necessary or desirable for the proper and efficient provision of Mobile Concession services during the term;
- (c) use its best endeavours to provide the services to the City in a timely manner and in accordance with the terms of the Contract;
- (d) ensure that all its employees engaged in this contract are suitably qualified and experienced, and act to the best of their skills and ability and in accordance with accepted Mobile Concession standards for persons having those qualifications and experience;
- (e) follow all instructions of the City’s Manager, Property Management in respect of the performance by Contractor of its obligations under this contract and as set out in the Mobile Food Vending Concession Bid Package submitted by KONZ PIZZA IN A CONE dated April 21, 2015, and attached as Schedule F and cooperate fully with the various departments and act in good faith towards the City;
- (f) maintain clear communication lines with staff in order to offer the best customer service;
- (g) comply with all laws; and
- (h) only use the facilities provided by the City for the purposes of this Contract.

#### **5.0 Term**

5.1 Collectively, the Initial Term and Renewal Term are referred to as the “Seasonal Term”.

##### **5.2 Initial Term**

The term of the “Agreement” shall be for a three and a half (3.5) month period running from June 1<sup>st</sup> to September 15<sup>th</sup> in 2015, and four (4) month terms from May 15<sup>th</sup> to September 15<sup>th</sup>, in 2016 and from May 15<sup>th</sup> to September 15<sup>th</sup>, in 2017, and will expire no later than September 15<sup>th</sup>, 2017, subject to specific termination rights in this document and subject to a first option to extend the Agreement at the sole and exclusive discretion of the Manager, Property Management.

### 5.3 Renewal Term

The City agrees that prior to entering into discussions with any third party with respect to the supply and/or advertising of a Mobile Concession for the period commencing after the end of the Initial Term, the City may in its sole discretion with respect to each renewal term renew this Agreement for an additional year to a maximum of two (2), one (1)-year renewals following the completion of the Initial Term.

No later than ninety (90) days prior to the start of the optional second consecutive term of the Agreement (**May 15<sup>th</sup>, 2018**), the City may exercise an option to renew for an additional season in 2018, provided the Contractor is in total compliance with all the terms and conditions of the Agreement.

The City of Kelowna shall notify the Contractor of its intentions to exercise the aforementioned option in writing.

### 6.0 Termination - City

#### 6.1 This Agreement will terminate:

- (a) at the expiration of the initial term, unless extended by mutual agreement; or
- (b) If at any time there occurs an Event of Default (defined below), the City may give written notice (“Notice of Complaint”) to Contractor specifying in reasonable detail the Event of Default. If Contractor shall fail to perform or observe any covenant, condition or agreement to be performed or observed herein and such Event of Default continues unremedied for a period of seven (7) days after receiving the Notice of Complaint thereof from the City, then the City may, at its option, terminate this Agreement forthwith without prejudice to any other rights it may have in law or equity. If this Agreement is terminated by the City, Contractor shall be entitled to an immediate pro-rata refund of all unearned monies paid in advance to the City, as determined by mutual agreement.
- (c) For the purposes hereof, “Event of Default” shall mean any one or more of the following:
  - (i) if Contractor fails to observe, perform and keep each and every one of the covenants, agreements, provisions, stipulations and conditions to be observed, performed and kept by Contractor in this Agreement, or any agreement entered into pursuant to any such agreements;
  - (ii) if Contractor is adjudged bankrupt, makes a general assignment for the benefit of creditors, or a receiver is appointed on account of its insolvency;

- (iii) if Contractor has made an assignment of the Agreement without the required consent of the City; and
  - (iv) if Contractor fails to provide Mobile Food Concession services as required under the terms of this Agreement.
- (d) The City may conduct inspections, audits, and assessments of Contractor's performance to verify that all duties, financial records, responsibilities and obligations of Contractor are being performed in accordance with the provisions of this Agreement and to the quality standards set out in this Agreement.

## 7.0 Dispute Resolution Procedures

The parties will make reasonable efforts to resolve any dispute, claim or controversy arising out of this agreement or related to this agreement (“Dispute”) using the dispute resolution procedures set out in this section.

(a) Negotiation

The parties will make reasonable efforts to resolve any Dispute by amicable negotiations and will provide frank, candid and timely disclosure of all relevant facts, information and documents to facilitate negotiations.

(b) Mediation

If all or any portion of a dispute cannot be resolved by good faith negotiations within 30 days, either party may by notice to the other party refer the matter to mediation. Within 7 days of delivery of the notice, the parties will mutually appoint a mediator. If the parties fail to agree on the appointment of the mediator, then either party may apply to the British Columbia International Commercial Arbitration Centre for appointment of a mediator. The parties will continue to negotiate in good faith to resolve the Dispute with the assistance of the mediator. The place of mediation will be Kelowna, British Columbia. Each party will equally bear the costs of the mediator and other out-of-pocket costs and each party will bear its own costs of participating in the mediation.

## 8.0 Compensation to the City

### 8.1 The initial Agreement, with an optional renewal for the following years, will commence immediately upon authorization of an Agreement for Mobile Food Concession. **The Proponent will pay a monthly fee as detailed in Appendix C Fees Schedule.**

The final payment in each year will be 5% of Gross Profits as estimated by the Contractor on December 1<sup>st</sup> in each year of the contract. Final adjustments to this payment will be completed at Contractor's official year end.

## 9.0 Independent Contractor

9.1 Nothing in this Agreement shall be construed as to constitute a partnership between the City and Contractor. The duties to be performed and the obligations assumed by Contractor under this Agreement shall be performed and assumed by it as an independent Contractor and not an agent or in any other way a representative of the City. In no circumstances shall Contractor have any authority to represent or contract on behalf of or otherwise bind the City.

9.2 Contractor is and shall at all times during the performance of this Agreement be an independent Contractor, and at no time shall Contractor be considered an agent, servant, or partner of the City; and all persons employed by Contractor to perform its obligations under the Agreement shall be its employees or servants and not the employees, servant, or agents of the City.

### 9.3 Employees

The Contractor shall not employ on the work any unfit person or anyone not skilled in the work assigned, and shall devote only his best-qualified personnel to work on this project. Should the City deem anyone employed on the work incompetent or unfit for his duties, and so inform the Contractor, Contractor shall immediately remove such person from work under this contract and he/she shall not again, without written permission of the City, be assigned to work under this contract. All Contractor employees working in the City must complete and clear a criminal record check.

## 10.0 Liaison

10.1 Each party shall maintain liaison with the other party in accordance with their respective obligations under this Agreement. In particular:

- Contractor shall appoint a representative (“Contractor’s Representative”) who shall have the duty of instituting and maintaining liaison with the City as to the requirements of this Agreement, plus an alternative representative to so act in the absence or inability to act of Contractor’s Representative; and
- The City shall appoint a representative (“City’s Representative”) who shall have the duty of instituting and maintaining liaison with Contractor as to the requirements of this Agreement, plus an alternative representative to so act in the absence or inability to act of the City’s Representative.

10.2 Each party’s representative shall have the full power and authority to act on behalf of and to bind such party in all administrative issues and to carry out such party’s obligations hereunder and each party’s representative may be relied upon by the other party as the official representative of such party.

Meetings between the Contractor Representative and the City's Representative may be held by telephone with the consent of all parties participating in such meetings. Each party may change their respective representative or alternative representative by written notice to the other.

## **11.0 Governing Law**

11.1 This agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia, which shall be deemed to be the proper law hereof. The courts of British Columbia shall have jurisdiction (but not exclusive jurisdiction) to entertain and determine all disputes and claims, whether for specific performance, injunction, declaration or otherwise arising out of or in any way connected with the construction, breach, or alleged, threatened or anticipated breach of this Contract and shall have jurisdiction to hear and determine all questions as to the validity, existence or enforceability hereof. For the purposes of any legal actions or proceedings brought by the City in respect of this Contract, the Contractor hereby irrevocably submits and attorns to the jurisdiction of the courts of British Columbia and acknowledges their competence and the convenience and propriety of the venue and agrees to be bound by any judgment thereof and not to seek, and hereby waives, any review of its merits by the courts of any jurisdiction.

11.2 Notwithstanding any provisions herein, the Contractor(s) shall in the performance of the contract comply with provisions of The Employment Standards Act and Regulations of British Columbia and City of Kelowna Policies and By-laws and Parks, Recreation and Cultural Services Policies and By-laws and any amendment thereto and without limiting the generality of the foregoing, the Contractor(s) shall pay all of the Contractor(s) employees as required by the Act and the regulations then in force.

## **12.0 Waiver - City**

12.1 Any failure of the City at any time or from time to time, to enforce or require the strict keeping and performance of any of the terms or conditions of this Agreement, shall not constitute a waiver of such terms or conditions and shall not affect or impair any terms or conditions in any way or the right of the City at any time to avail itself of such remedies as it may have for any breach of such terms or conditions.

12.2 No action or want of action on the part of the City at any time to exercise any rights or remedies conferred upon it under the Agreement shall be deemed to be a waiver on the part of the City of any of its said rights or remedies.

## **13.0 Waiver - Contractor**

13.1 Any failure of the Contractor at any time or from time to time, to enforce or require the strict keeping and performance of any of the terms or conditions of this Agreement, shall not constitute a waiver of such terms or conditions and shall not affect or impair any terms or conditions in any way or the right of the

Contractor at any time to avail itself of such remedies as it may have for any breach of such terms or conditions.

- 13.2 No action or want of action on the part of the Contractor at any time to exercise any rights or remedies conferred upon it under the Agreement shall be deemed to be a waiver on the part of the Contractor of any of its said rights or remedies.

#### **14.0 Subcontractors**

- 14.1 Contractor shall not subcontract the whole of the work nor shall any part of the work be subcontracted without the prior written consent of the City's Representative, which consent may not be arbitrarily withheld in the City Representative's sole discretion.

- 14.2 The subcontracting of any of its duties, obligations or responsibilities of Contractor under this Agreement shall not relieve it of the responsibility for the proper commencement, execution or completion of the duties, obligations or responsibilities as set out herein and Contractor shall be fully responsible for the acts, omissions and debts of its subcontractors.

#### **15.0 Amendments**

No amendment to this Agreement shall be binding on either party hereto unless such amendment is in writing and executed by both parties with the same formality as this Agreement is executed.

#### **16.0 Survival of Covenants**

All obligations of each of the parties which expressly or by their nature survive termination or expiration or assignment of this Agreement including, without limitation, the indemnities in section 20.0 shall continue in full force and effect subsequent to and notwithstanding such termination or expiration or assignment and until they are satisfied or by their nature expire.

#### **17.0 Confidentiality of Information**

The Contractor should be aware that the City of Kelowna is a "public body" defined by and subject to the *Freedom of Information and Protection of Privacy Act* of British Columbia.

#### **18.0 Non Assignability**

This Agreement may not be assigned by Contractor without the prior written consent of the City. For the purpose of this Agreement, a change in the corporate control of Contractor, shall be deemed to be an assignment requiring the consent of the City pursuant to the terms hereof.



## **19.0 Joint and Several**

If this Agreement is executed by more than one person, firm or Corporation, it is understood and agreed that all persons, firms or Corporations executing this Agreement are jointly and severally liable under and bound by this Agreement.

## **20.0 Force Majeure**

Except for defaults of subcontractors, neither party shall be responsible for delays or failures in performance resulting from acts beyond the control of the offending party. Such acts shall include but shall not be limited to acts of God, fire, flood, earthquake, other natural disasters, nuclear accident, strike, lockout, riot, freight embargo, public regulated utility, or governmental statutes or regulations superimposed after the fact. If a delay or failure in performance by Contractor arises out of a default of its subcontractor, and if such default arose out of causes beyond the control of both Contractor and subcontractor, and without the fault or negligence of either of them, Contractor shall not be liable for damages of such delay or failure, unless the products or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule, (where provided).

## **21.0 Insurance & Indemnity**

### **21.1 Indemnity Save Harmless**

Contractor agrees to indemnify and save harmless the City, its elected officials, officers, employees and agents, from and against all claims, liabilities, demands, actions, proceedings, loss and expense (including legal costs) whatsoever for damage to or destruction or loss of property and loss of use thereof, and injury to or death of any person or persons arising directly or indirectly out of (i) the installation, operation, use, relocation, removal, maintenance and/or repair of any/all equipment or of property of Contractor (ii) the performance, purported performance or non-performance of this Agreement, or (iii) any act of negligence, willful misconduct or omission by Contractor, its employees subcontractors and agents except only where such death, injury to persons or damage to property is due to the sole negligence of the City.

### **21.2 Insurance**

The Contractor shall, without limiting its obligations or liabilities herein and at its own expense, provide and maintain the following insurances in forms and amounts acceptable to the City as detailed in Appendix A.

### **21.3 Compliance with Statutes, By-laws & Regulations**

The Contractor shall in the performance of the Agreement, comply with all applicable City By-laws, and all amendments thereto and The Consumer

Protection Act, R.S.B.C. 1996, c.69, and any other applicable acts or regulations.

All equipment/vehicles used for the work outlined in the Agreement must comply with the Motor Vehicle Act, R.S.B.C. 1996, Chapter 318 and Regulations, as amended and the Commercial Transport Act, R.S.B.C. 1996, Chapter 58 and Regulations, as amended.

All principal vehicles of the Contractor will be identified with signs setting out its name and telephone number. Employee owned vehicles, which may be periodically used for company business, will not necessarily be marked.

## **22.0 Occupational Health and Safety**

22.1 The Contractor agrees that it is the Prime Contractor for the purposes of the *Workers Compensation Act*. The Contractor shall have an occupational health and safety program acceptable to the WorkSafe BC Board and shall ensure that all WorkSafe BC Health & Safety Regulations are observed during performance of this Contract, not only by the Contractor, but by all workers, subcontractors, employees, personnel, servants and others engaged in the performance of this Contract.

22.2 The Contractor and its workers, subcontractors, employees, personnel, servants and others engaged in the Services shall conform to all current occupational health and safety laws, by-laws, or regulations of the Province of British Columbia including any regulations requiring installation or adoption of safety devices or appliances. The City may, on twenty-four (24) hours written notice to the Contractor, suspend the Services hereunder immediately as a result of failure to install such devices or because the conditions of immediate danger exist that would be likely to result in injury to any person. Such suspension will continue until the default or failure is corrected.

22.3 Without limiting the generality of any other indemnities granted by the Contractor herein, the Contractor shall indemnify and save harmless the City against any loss or expense or penalty suffered or incurred by the City by reason of failure of the Contractor, its agents or employees, or any subcontractors of the Contractor, its agents or employees to comply or ensure compliance with the health and safety laws, by-laws and regulations mentioned above.

## **23.0 WorkSafe BC Coverage**

23.1 The Contractor agrees that it shall, at its own expense, procure and carry or cause to be procured and carried and paid for full WorkSafe BC coverage for itself and all workers, subcontractors, employees, personnel, servants and others engaged in or upon any Services. The Contractor agrees that the City has the unfettered right to set off the amount of the unpaid premiums and assessments for such WorkSafe BC coverage against any monies owing by the City to the Contractor. The City shall have the right to withhold payment under this Contract until the WorkSafe BC premiums, assessments or penalties

in respect of the Services done or Services performed in fulfilling this Contract have been paid in full.

23.2 The Contractor shall provide the City with the Contractor's WorkSafe BC registration number and a letter from the WorkSafe BC confirming that the Contractor is registered in good standing with the WorkSafe BC and that all assessments have been paid to the date thereof prior to the City having any obligations to pay monies under this Contract.

23.3 The Contractor shall indemnify and hold harmless the City from all manner of claims, demands, costs, losses, penalties and proceedings arising out of or in any way related to unpaid WorkSafe BC assessments owing from any person or corporation engaged in the performance of this Contract or arising out of or in any way related to the failure to observe safety rules, regulations and practices of WorkSafe BC, including penalties levied by WorkSafe BC.

#### **24.0 Conflict of Interest**

A council member or any employee of the City shall not have a direct or indirect interest in a Company or own a Company that is the successful Contractor.

The Contractor shall disclose to the City prior to accepting the contract, any potential conflict of interest. If such a conflict of interest does exist, the City may, at its sole discretion, withhold the contract from the Contractor until the matter is suitably resolved. And further, that if during the conduct of the contract, the Contractor is retained by another client giving cause to a potential conflict of interest, then the Contractor shall so inform the City. If a significant conflict of interest is deemed by the City to exist, then the Contractor shall refuse the contract or shall take such steps as are necessary to remove the conflict of interest.

Contractor shall disclose to the City Representative, prior to awarding of the Contract, any actual, potential or apparent conflict of interest. If such a conflict of interest does exist, the City may, at its discretion, withhold the Contract from the Contractor until the matter is resolved to the satisfaction of the City.

Contractor will upon request, provide all pertinent information regarding ownership of their company. This information to be supplied within forty-eight (48) hours after request.

#### **25.0 Non-liability of City Officials**

Under no circumstances shall any officer, employee, or agent of the City of Kelowna acting within the course and scope of his/her City responsibility be personally liable to the Contractor, or any party claim through or on behalf of the Contractor, with regards to the contract, including but not limited to its negotiation, execution, performance, or termination.

## 26.0 Protection and Security

- a) **Acknowledgment of Proprietary Materials/Limitations on Use.** Contractor acknowledges that the records are unpublished work for purposes of copyright law and embodies valuable confidential and secret information of the City. The Contractor will treat such information so received in confidence and will not use, copy, disclose, nor permit any of its personnel to use, copy, or disclose the same for any purpose that is not specifically authorized under the Agreement. Notwithstanding the above, nothing herein shall prevent the Contractor from utilizing same or similar information, if it is independently provided by a third party or independently developed in-house.
- b) **Property Rights.** Each party acknowledges and agrees that the other party's products and all other material related thereto constitute valuable trade secrets of the party furnishing the products or materials, or proprietary and confidential information of such party, and title thereto remains in such party. All applicable copyrights, trade secrets, patents and other intellectual and property rights in the products and related material are and remain in the party furnishing such products. All other aspects of the products and related material, including without limitation, technologies, procedures, programs, methods of processing, specific design and structure of individual programs and their interaction.

## 27.0 Business Licence

The Contractor shall have or obtain a City of Kelowna Business License and shall keep the license current for the duration of the contract term.

## 28.0 Contractor Performance Review

Contractor's performance will be evaluated by the City no less than annually on the following criteria:

- ❖ Volume of customer complaints.
- ❖ Service levels.
- ❖ Cleanliness of sites.
- ❖ Adherence to the terms and conditions of this agreement.

## 29.0 Business Review & Planning

- 29.1 Contractor agrees to conduct annual business review meetings with Property Management Department Representatives if required.

## 30.0 Enurement

This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns.

**31.0 Service of Notices**

- 31.1 All notices and other communications required or permitted to be given hereunder shall be in writing and may be given by (i) facsimile transmission, if the matter is urgent or immediate; (ii) personally delivered; or (iii) transmitted by prepaid registered mail, to the party to whom such notice or communications is being given at the following address or fax number:

To the City

**(City Representative)**

Attention: Mike Olsen

Manager, Real Estate

City of Kelowna

1435 Water Street, Kelowna, British Columbia V1Y 1J4

Telephone: 250-469-8740

Fax No.: 250-862-3349

E-mail: molsen@kelowna.ca

**(Contractor Representative)**

Attention: Kris Lawrie

Name of Contractor: Konz Pizza In A Cone

Address: 964 Tronson Drive, Kelowna, BC, V1Y 4E1

Telephone: 778-821-0220

Fax No.:

E-mail: krislawrie@me.com

- 31.2 Except as otherwise specified herein, all notices and other communications shall be deemed to have been duly given (i) on the date of receipt if delivered personally, (ii) five (5) days after posting if transmitted by mail, or (iii) on the date of transmission if transmitted by fax (provided the sending machine gives confirmation that all pages have been transmitted to the fax number of the receiver without error), whichever shall be first.

IN WITNESS WHEREOF the parties hereto, by their respective representatives duly authorized in that behalf, have caused this Agreement to be executed on the day and year indicated below.

Accepted on behalf of :

**KONZ PIZZA IN A CONE**  
by its authorized signatory:



\_\_\_\_\_  
Kris Lawrie

Name: Kris Lawrie

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

\_\_\_\_\_  
Mayor

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

Date Executed: \_\_\_\_\_

## Appendix A - Insurance Requirements

### 1. Contractor To Provide

The Contractor shall procure and maintain, at its own expense and cost, the insurance policies listed in section 2, with limits no less than those shown in the respective items, unless in connection with the performance of some particular part of the Work or Services, the City advises in writing that it has determined that the exposure to liability justifies less limits. The insurance policy or policies shall be maintained continuously from commencement of the Work or Services until total completion of the Work or Services or such longer period as may be specified by the City.

### 2. Insurance

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

- 2.1 WorkSafe BC Insurance covering all employees of Contractor engaged in the Work or Services in accordance with the statutory requirements of the province or territory having jurisdiction over such employees.
- 2.2 Comprehensive General Liability Insurance
  - (i) providing for an inclusive limit of not less than \$2,000,000 for each occurrence or accident;
  - (ii) providing for all sums which the Contractor shall become legally obligated to pay for damages because of bodily injury (including death at any time resulting therefrom) sustained by any person or persons or because of damage to or destruction of property caused by an occurrence or accident arising out of or related to the Work or Services or any operations carried on in connection with this Contract;
  - (iii) including coverage for Products/Completed Operations, Blanket Contractual, Contractor's Protective, Personal Injury, Contingent Employer's Liability, Broad Form Property Damage, and Non-Owned Automobile Liability.
  - (iv) providing for Completed Operations Liability to continue for a period of 24 months after total completion of the Work or any part of the Work.
  - (v) providing for the use of explosives for blasting; vibration from pile driving or caisson work; the removal of, or weakening of support of such property, building or land, whether such support shall be natural or otherwise; demolition; or any other work below ground level.
  - (vi) including a Cross Liability clause providing that the inclusion of more than one Insured shall not in any way affect the rights of any other Insured hereunder, in respect to any claim, demand, suit or judgment made against any other Insured.
- 2.3 Automobile Liability Insurance covering all motor vehicles, owned, operated and used or to be used by the Contractor directly or indirectly in the performance of the Work or Services. The Limit of Liability shall not be less than \$2,000,000 inclusive, for loss or damage including personal injuries and death resulting from any one accident or occurrence.

2.4 All Risks Insurance for loss of or damage to all Contractor's equipment, owned, leased or for which Contractor may otherwise be responsible and used or to be used in the performance of the Work. This insurance shall be for an amount not less than the replacement cost value of the equipment. In the event of loss or damage, Contractor shall if so requested by the City, forthwith replace such lost or damaged equipment. Such All Risks Insurance shall be endorsed to waive all rights of subrogation against the City.

3. **The City Named As Additional Insured**

The policies required by sections 2.2 and 2.3 above shall provide that the City is named as an Additional Insured thereunder and that said policies are primary without any right of contribution from any insurance otherwise maintained by the City.

4. **Contractor's Subcontractors**

The Contractor shall require each of its subcontractors to provide comparable insurance to that set forth under section 2.

5. **Certificates of Insurance**

The Contractor agrees to submit Certificates of Insurance, in the form of Appendix A-1, attached hereto and made a part hereof, for itself and for all of its subcontractors to the Risk Management Department of the City prior to commencing the Work or providing the Services. Such Certificates shall provide that 30 days' written notice shall be given to the Risk Management Department of the City, prior to any material changes or cancellations of any such policy or policies.

6. **Other Insurance**

After reviewing the Contractor's Certificates of Insurance, the City may require other insurance or alterations to any applicable insurance policies in force during the period of this Contract and will give notifications of such requirement. Where other insurances or alterations to any insurance policies in force are required by the City and result in increased insurance premium, such increased premium shall be at the Contractor's expense.

7. **Additional Insurance**

The Contractor may take out such additional insurance, as it may consider necessary and desirable. All such additional insurance shall be at no expense to the City. The Contractor shall ensure that all of its subcontractors are informed of and comply with the City's requirements set out in this Appendix A.

8. **Insurance Companies**

All insurance, which the Contractor is required to obtain with respect to this contract, shall be with insurance companies registered in and licensed to underwrite such insurance in the province of British Columbia.

9. **Failure to Provide**

If the Contractor fails to do all or anything which is required of it with regard to insurance, the City may do all that is necessary to effect and maintain such insurance, and any monies expended by the City shall be repayable by and recovered from the Contractor. The Contractor expressly authorizes the City to deduct from any monies owing the Contractor, any monies owing by the Contractor to the City.



10. Non-payment of Losses

The failure or refusal to pay losses by any insurance company providing insurance on behalf of the Contractor or any subcontractor shall not be held to waive or release the Contractor or subcontractor from any of the provisions of the Insurance Requirements or this Contract, with respect to the liability of the Contractor otherwise. Any insurance deductible maintained by the Contractor or any subcontractor under any of the insurance policies is solely for their account and any such amount incurred by the City will be recovered from the Contractor as stated in section 9.

APPENDIX A-1

**CERTIFICATE OF INSURANCE**



City staff to complete prior to circulation

City Dept.: \_\_\_\_\_  
Dept. Contact: \_\_\_\_\_  
Project/Contract/Event: \_\_\_\_\_

**Insured**

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

**Broker**

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

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

\_\_\_\_\_

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

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

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

\_\_\_\_\_   
Print Name

\_\_\_\_\_   
Title

\_\_\_\_\_   
Company (Insurer or Broker)

\_\_\_\_\_   
Signature of Authorized Signatory

\_\_\_\_\_   
Date

## APPENDIX B - SCOPE OF SERVICES

### General Scope of Services of the Contractor

The Contractor will provide, equip and operate a concession within the designated area of the concession location at a minimum between 10 am and 8 pm, 7 days per week, weather permitting during the core operating period, the last weekend of June to Labour Day in September. Minimum operating hours outside the core operating period, from the first weekend in May to the last weekend in September, will be at the Contractor's discretion but no less than 12:00 noon to 4:00pm, 7 days per week, weather permitting.

The Contractor is to supply this service for a three (3) year period with the option of extending for two (2) additional one (1) year terms at the sole discretion of the City.

1. The City will provide the concession pad serviced with power only.
2. The vehicle must be fully self-contained and not exceed 24 feet in length.
3. A total of three (3) mobile food concession vehicles will be operating. The Contractor is to supply the mobile food concession service for a three (3) year period with the option of extending for an additional two (2) one (1) year terms at the sole discretion of the City:
  - a) the extension, if offered, will retain all of the terms and conditions of the original contract or subsequent extension;
  - b) such extension will be negotiated at the sole option of the City on the basis of the rental rate not being less than the rent bid for 2015.
4. The core operating period is from the last weekend of June through Labour Day weekend where a minimum daily operation must be from 10:00 am through 8:00 pm, weather permitting. The minimum hours of operation outside the core operating period (from the first weekend in May up to the last weekend in June, and the first weekend after Labour Day through the last weekend of September) will be at the Contractor's discretion, but no less than 12:00 noon to 4:00 pm, 7 days per week, weather permitting.
5. The Contractor will remove the vehicle / trailer from the site each day. The City will not provide additional parking for the Contractor's vehicle if the Contractor tows a concession trailer. The Contractor will coordinate with the other two (2) concession operators for a smooth daily transition in and out of the concession area. No Contractor may block access or egress to and from the concession site.
6. The Contractor will pay for all permits, taxes and licences.
7. The Contractor shall comply with all regulations regarding fire, traffic, safety and sanitation and shall acquire all necessary permits.

8. The Contractor will provide a menu of items that will be offered for sale at their concession. Proponents must provide healthy food choices as part of their menu, as outlined in Schedule B-1.
9. Rent shall be received in monthly instalments due and payable in advance as set out in Schedule C for each month of the said season.
10. The Contractor will clean and maintain the premises to the satisfaction of the City, including clean up of litter within a 30 meter radius of the concession buildings. All paper products used shall be clearly identifiable with the Contractor's operation. The Contractor shall be totally responsible for the removal and disposal of the garbage from the identified containers and supply and insert plastic liner bags in these containers at the end of each business day or more frequently as business dictates.
11. The use of individual packaged condiments is prohibited.
12. No outside advertising will be permitted without the prior consent of the City.
13. The Contractor will be responsible to communicate with the City of Kelowna Outdoor Events Committee and review the Outdoor Events Calendar to determine the dates the park will be closed for special events, and as a result may also be closed for the concession operation, unless agreement can be reached with the event organizer.
14. The Contractor may not sublet or assign the lease to another party.
15. The Contractor shall provide complete annual financial reports to the City, within 45 days of the end of the season (Sept. 15<sup>th</sup>).
16. The Contractor shall remove the vehicle from the site each day prior to park closure. The Contractor shall move the vehicle when requested by City staff for any reason.
17. The Contractor shall be allowed to display one professionally made sign at the space allotted. The sign is subject to City approval prior to posting.
18. The Contractor is required to supply a bid deposit in the form of a certified cheque made payable to the City of Kelowna in the amount of \$1,000. The deposit of the successful Contractor will be retained as a "performance Deposit" and the City will place it into an interest bearing account with the interest accruing to the depositor.
19. All electrical equipment utilized in the Province of British Columbia must bear a recognized electrical certification prior to use. Application for approval may be made to the BC Safety Authority.

20. In the event that the City of Kelowna enters into an Exclusive Supplier Agreement with a third party for the provision of “Cold Beverage Products”, as described in Schedule D, in the City of Kelowna, the Contractor must, following a minimum of 60 days notice from the City of Kelowna, ensure compliance with the conditions of said agreement. In the event that the contractor is unable to comply with the conditions of the Exclusive Supplier Agreement, the contractor may choose to cancel this agreement without penalty.
21. Sale of alcoholic beverages is strictly prohibited.

Appendix B-1

Healthy Food Choices - Check mark system

Choose Most ✓✓	Choose Sometimes ✓	Choose Least	Not Recommended
Beverages 50% Foods 70% <sup>1</sup>		Beverages 50% Foods 30% <sup>2</sup>	
These items, including whole grain breads and fresh vegetables, tend to be the highest in nutrients, the lowest in unhealthy components, and the least processed.	These items include such things as fruit canned in light syrup, represent choices that are moderately salted, sweetened or processed.	These items including such things as fries tend to be low in key nutrients such as iron and calcium and highly salted, sweetened or processed.	These items, including candies and drinks where sugar is the first ingredient, or the second ingredient after water, tend to be highly processed, or have very high amounts of sweeteners, salt, fat, trans fat or calories relative to their nutritional value.

City of Kelowna staff will work closely with current concessionaires to achieve the above product proportions for packaged products as minimum standards. Percentages are based on BC School Guidelines for Healthy Food and Beverages and the Vancouver Coastal Health Policy.

<sup>1</sup> 70% of product choices from these categories with no more than 35% from the Choose Sometimes category  
<sup>2</sup> 30% of products choices from these categories with no more than 15% from the Not Recommended category

## APPENDIX C - FEE SCHEDULE

### 2015

The contractor acknowledges and agrees to pay to the City of Kelowna the total sum of **\$6,500.00 for June 1 to September 15, 2015 plus GST**. Payment will be on or before as follows:

		<b>Total Instalment</b>
June 30, 2015	\$1,400 + 5% (tax) \$70	= <b>\$1,470.00</b>
July 30, 2015	\$2,200 + 5% (tax) \$110	= <b>\$2,310.00</b>
August 30, 2015	\$2,200 + 5% (tax) \$110	= <b>\$2,310.00</b>
September 30, 2015	\$700 + 5% (tax) \$35	= <b>\$735.00</b>
December 1, 2015	5% of gross profits + 5% (tax)	= To Be Estimated

### 2016

The contractor acknowledges and agrees to pay to the City of Kelowna the total sum of **\$7,000.00 for May 15 to September 15, 2016 plus GST**. Payment will be on or before as follows:

		<b>Total Instalment</b>
May 30, 2016	\$700 + 5% (tax) \$35	= <b>\$735.00</b>
June 30, 2016	\$700 + 5% (tax) \$35	= <b>\$735.00</b>
July 30, 2016	\$2,450 + 5% (tax) \$122.50	= <b>\$2,572.50</b>
August 30, 2016	\$2,450 + 5% (tax) \$122.50	= <b>\$2,572.50</b>
September 30, 2016	\$700 + 5% (tax) \$35	= <b>\$735.00</b>
December 1, 2016	5% of gross profits + 5% (tax)	= To Be Estimated

### 2017

The contractor acknowledges and agrees to pay to the City of Kelowna the total sum of **\$7,500.00 for May 15 to September 15, 2017 plus GST**. Payment will be on or before as follows:

		<b>Total Instalment</b>
May 30, 2017	\$800 + 5% (tax) \$40	= <b>\$840.00</b>
June 30, 2017	\$800 + 5% (tax) \$40	= <b>\$840.00</b>
July 30, 2017	\$2,550 + 5% (tax) \$127.50	= <b>\$2,677.50</b>
August 30, 2017	\$2,550 + 5% (tax) \$127.50	= <b>\$2,677.50</b>
September 30, 2017	\$800 + 5% (tax) \$40	= <b>\$840.00</b>
December 1, 2017	5% of gross profits + 5% (tax)	= To Be Estimated

## Schedule D

### Exclusive Supplier Agreement - Cold Beverage Products

For the purpose of this package, “Cold Beverage Products” means all carbonated and non-carbonated, natural or artificially-flavoured, non-alcoholic beverages, whether meant to be served at room temperature or colder, consumed independently or used as a mixer, including but not limited to: non-alcoholic beverages with nutritive or non-nutritive sweeteners; flavoured and / or sweetened water, naturally or artificially flavoured fruit juices; fruit juice-containing drinks, fruit-flavoured drinks (sweetened or unsweetened); fruit punches and aides; hypertonic, hypotonic and isotonic energy fluid replacement drinks (sometimes referred to as “sports drinks”), frozen carbonated beverages; bottled / canned carbonated and non-carbonated waters, and packaged cold teas and coffees; and all drink or beverage bases, whether in the form of syrups, powders, crystals, concentrates or otherwise, from which drinks and beverages are prepared:

#### **BUT DOES NOT INCLUDE**

Dairy and dairy-like beverages including, without limitation, milk, milkshakes, flavoured milk, hot chocolate and cocoa and coffee beverages which are primarily (that is, more than 50% by volume) dairy based;  
Cold brewed unpackaged coffee or tea, hot coffee, hot tea, tea bags, loose tea, loose coffee grains, or beans, water packaged in bulk or water drawn from public water supply;



APPENDIX E - PREMISES



**APPENDIX F - Konz Pizza In A Cone - Bid Package**





Mobile Food Concession  
Proposal for City of Kelowna  
2015 - 2017

Kris Lawrie  
4/21/2015

**Attention:** Tammy Abrahamson, Property Officer for City of Kelowna

**Date of Request:** April 23, 2015

**Subject:** KONZ Food Trailer Proposal to service City of Kelowna’s Stuart Park for the three (3) year term beginning May 15, 2015 to September 15, 2017.

KONZ is brand new food trailer in Kelowna, BC run by Owner Kris Lawrie, offering the Okanagan community an innovative, on---the---go favorite food, Pizza re---invented!

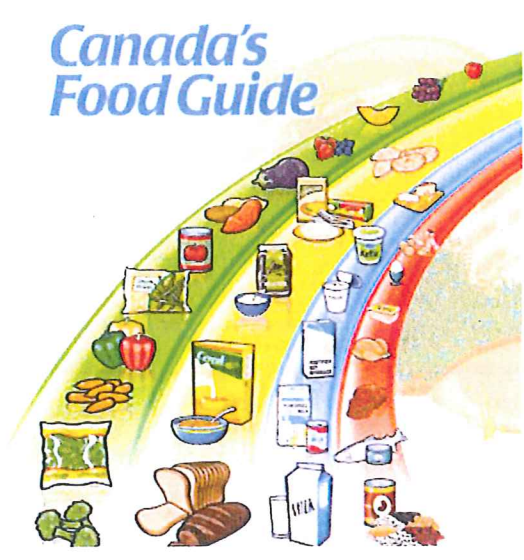
Konz launched October 2014 securing a City of Kelowna Business License #75607 during their start---up phase. The team at KONZ has focused on streamlining their operation and business model to ensure operations and facilities of the Food Trailer are ready for launch in May 2015.

KONZ is looking to secure a contract with City of Kelowna for the term of May 15, 2015 to September 15, 2017 to services members of the Community from 11am – 8pm, 7 days per week weather permitting.

**About KONZ**

It's hard to imagine we have made something so simple and delicious even better; the pie, a slice, a triangular piece of heaven! Naturally revolutionized into 3D cone!

Konz’s creative menu offers a variety of classic pizza fillings including unique KONZ creations satisfying everyone’s craving. Our cones are 6.5 inches with 5 ounces of toppings in each cone and cost \$8 (tax included). The dough for Konz is handmade including their marinara sauce. Pizza cones are made with no Oil’s making this 3D creation a healthier option for members of our community featuring fresh toppings and the option to alter toppings to best suit your taste buds. Konz surpasses the City of Kelowna’s request for healthier foods, referenced in Schedule C ‘Health Food Choices – Check Mark System’. With every cone including fresh vegetables, grains, dairy and protein, Konz is proud to offer balanced meals under Canada’s Food Guide.



Combo’s with bottled and/or can beverages including flavoured waters will be available for \$2.50 and side dish options will also be available for \$2.50 to \$5 addition. With the ease and accessibility to enjoy your cone on the go, “No Spills. No Mess.”, customers will visit the Food Trailer to order and obtain their cone and take it away with them wherever they go.

Please reference Konz’s Menu on Page 3. As part of KONZ company philosophy for continual improvements to better serve members of the community, please note that the menu may have minor adjustments to the toppings and side dishes based on ‘fan favourites’ and customer popular requests over the three (3) year term.

# konz

PIZZA... IN A CONE

tax included  
**\$8**



**1. Garden**

Olives, Feta, Sundried Tomatoes, Artichoke, Roast Peppers

**2. Pepperoni**

Farm Raised Italian Sausage

**3. Chicken**

Sliced Chicken, Mushrooms, Sundried Tomatoes, Artichoke

**4. Supreme**

Sausage, Ham, Olives, Roast Pepper

**5. Farmer**

Chicken, Sausage, Mushrooms, Roast Pepper

**6. Hawaiian**

Ham and Pineapple

**7. Mega Meat Ball**

Hand Made Italian Meatball with Cheese

**8. Macaroni and Cheese**

Classic Macaroni and Creamy Cheese Sauce,

**9. Spicy**

Hot Pepperoni, Jalapeno, Hot sauce, Artichoke, Roast Pepper

**10. Ham**

Ham, Mushrooms, Olives, Sundried Tomatoes

*\*All Items include a Hand made Cone, Cheese, Marinara Sauce, Onions & Peppers  
Ingredients can be altered to suit your tastes*

**SIDES**

Root Veg Chips \$2.50  
Macaroni and Cheese  
small \$3 large \$5  
Meatballs \$6

Bottled Water  
& Cans of Pop \$2.50  
Flavored Water \$2.50  
(Daily Fruits)

**DRINKS**

Payment options for customers of KONZ will be accepted in the form of cash, debit or credit cards collected through Chase payment processing system. At the end of each shift, team members will be accountable for following procedures on how to cash out, produce sales reports & complete inventory reconciliation. Kris Lawrie and his Bookkeeper will be compliant with the City of Kelowna's request in Section 19, providing complete annual financial reports to the City within 45 days of the end of the season and no later than December 1<sup>st</sup> of each contract year.

Konz was founded by Kris Lawrie, a dedicated and motivated professional with over 20 years of experience in hospitality and management. Passionate about creating a great customer experience, Kris is bringing the Pizza Revolution to the Okanagan. Kris has strong skills in all aspects of food and beverage management including cost control, marketing, budgeting, forecasting, people management, business development and operations. Kris is looking forward to providing jobs in our community and inspiring his team to offering exceptional customer service, with a little 'wittiness'! His extensive experience in refreshing and transforming businesses has given him the ability to identify and implement initiatives that prove profitability. Kris has a proven track record involving a key role for the start up phase of the first Chopped Leaf in Kelowna and auditing Wok Box locations specifically requested by Wok Box President. Building a strong foundation for KONZ has ensured that professionalism, high quality of standards and excellent customer service will be in place the day the window opens for service. See Kris Lawrie's CV, Appendix A.

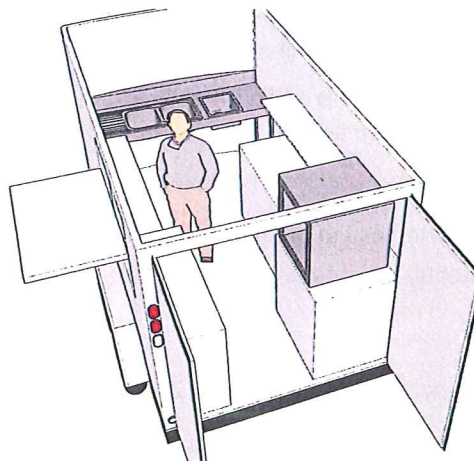
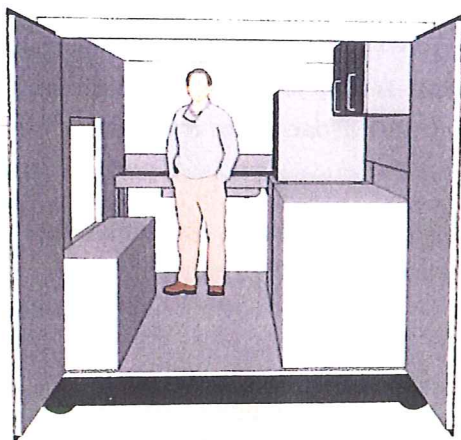
KONZ is working closely with Interior Health and Capri Insurance to finalize all registrations, insurances and required certificates. All Insurance Policies will be in compliance with Schedule B 'Insurance Requirements'. Additional related documents will be produced at a later date, prior to May 2015. The contact info of the representatives KONZ has been communicating with are listed below:

Bryn Lord, Interior Health, Bryn.Lord@interiorhealth.ca  
Jason Earl, Capri Insurance, jearl@capri.ca

#### **About the Food Trailer and Operating Schedule**

Our menu and equipment has been specially designed to customize our food preparation and production model. KONZ trailer is operational without oils or vapours (gas) and therefore is not considered a full service kitchen under the Fire Code. This allows our impact on the lot, community and environment to be as minimal as possible. The trailer is equipped with the following equipment that is CSA and Interior Health approved: food fridge, beverage fridge, proprietary pizza cone oven/heater, sink, coffee machine, crock pot(s) and other additional supporting, preparation and storage equipment. All electrical equipment will be certified as per the guidelines in Section 20.

The brand new, fully self contained, custom designed Trailer is 7 feet wide by 12feet long fitting comfortably in the equivalent zone of two (2) parking stalls designated for "Vendors Only". The allocated area covers the trailers dimensions including some 'room to move' around the unit and room for customers to be serviced at the window. Please see the following images of the KONZ Trailer on Page 5.



KONZ will utilize the power provided at this site and will pay the utilities as outlined in Section 6.

KONZ will tow the trailer in each day and remove it from the lot at the end of each day prior to park closure.

Sanitation will be the upmost priority for KONZ and will be 100% accountable to leaving the lot in the condition in which it was when KONZ arrived and in compliance with Section 9. The service team will be trained and accountable for regular clean up schedules during their shifts including a thorough end of shift clean up check list to ensure no impact is left at the each day. KONZ will have sanitary disposal units set up for the customers out front and one for the team out back that will be maintained, *monitored and removed at the end of each day.*

Seating will not be provided for customers by KONZ. Keeping the flow of traffic is important as a 'Grab and Go' model and there is ample seating in the parks.

All applicable guidelines defined in Schedule E are in place and KONZ will adhere to the BC Safety Authority & Kelowna Fire Department Mobile Food Vending Requirements.



KONZ has forecasted staffing costs in their Financial Plan to cover the operations schedule based on the hours defined in Section 2. The owner Kris Lawrie will be onsite from time to time; however, the model for long term sustainability must not be based upon the owner solely. A team of 2-3 employees will be hired and trained each season to operate the Trailer and follow the KONZ operations and service guidelines.

Owner Kris Lawrie has covered all Start up costs for KONZ in full and the company is operating with no loans or debts, which puts KONZ in a very strong financial position ensuring longevity and sustainability.

The trailer is operating at an average 24% food cost and labour at an average of 33%.

KONZ has forecasted financials based on 'reasonable' sales estimates of servicing an average 350 covers per week with an estimated Gross Sales of \$4,020 per week. See Appendix B 'Financial Projections' for the full analysis. Please Note: All Financial Projections have been based on a full operating year at 35 weeks.

**KONZ Bid to City of Kelowna:**

KONZ is a professional business and will be operating with all the required insurances and licenses in compliance with the City of Kelowna's Contractor Guidelines.

KONZ new Trailer will attract people with its professional appearance and unique 'one of a kind' offering and will become a value add to members of the Community.

KONZ is putting in a bid of \$6,500 for 2015, \$7,000 for 2016 and \$7,500 for 2017 to be the Stuart Park, City of Kelowna's Food Concession Provider for the operating period of May 15, 2015 to September 15, 2015; in addition to the 5% payment of Gross Profit outlined in Section 19. Below is the suggested Payment Schedule to align with our financial plan:

<b>2015</b>	<b>2016</b>	<b>2017</b>
May \$700	May \$700	May \$800
June \$700	June \$700	June \$800
July \$2200	July \$2450	July \$2550
August \$2200	August \$2450	August \$2550
September \$700	September \$700	September \$800

To summarize, the Value of Proposal (Bid price \$) is \$6,500 for 2015, \$7,000 for 2016 and \$7,500 for 2017 plus 5% payment of Gross Profit each year.

KONZ has taken into consideration all operating overhead and feels that this Bid is fair and profitable for the City of Kelowna while allowing KONZ to maintain a stable business model that offers the highest quality of products and services to members of the Kelowna Community. Thank you for your consideration and the opportunity.

KONZ  
 Kris Lawrie  
 Owner/Operator  
 778.821.0220

Appendix A

Kris Lawrie CV

# Kris Lawrie

I'm a dedicated and motivated professional with over 15 years of experience in hospitality and management. Passionate about creating a great customer experience and inspiring the team I lead to do the same. I have strong skills in all aspects of hotel operations with food and beverage management expertise; including cost control, marketing, budgeting, forecasting, people management and business development. My extensive experience in refreshing and transforming businesses has given me a great ability to identify and implement initiatives that improve profitability and perception.

2012-Present  
eImpact Consulting Corp  
**Creative Director**  
Smart Betty Media

2004-2009

4 Walls Consulting Group

**Operations Director**

(Wok Bok, The Chopped Leaf, Surf & Turf,  
Soda's Gourmet Burgers)

- +Plan, develop and present quarterly strategies to the board of directors
- +Forecast revenue positioning for new campaigns
- +Research, prepare, brief staff on seasonal charity partner initiatives and programs
- +Develop and mentor senior staff in all regions with new procedures, tools and incentives
- +Increased profit by 500% in 1 year
- +Develop and maintain community relationships and partnerships
- +Key liaison for public relations and community partners
- +Responsible for planning and overseeing public and charity event activities
- +Establish creative direction for the entire line of online services and programs
- +Work with the accounting team, strategy team and copywriters to develop concepts from start to finish.

- +Worked with Company founders to implement their vision through my knowledge and experience
- +Created systems to control business operational costs, weekly sales summaries and GP accurately
- + Management of multiple sites (up to 4) at one time, with leadership responsibilities for more than 80 staff.
- + Extensive experience in understanding and managing the diverse requirements of sites; including local bars and inns, larger hotels with function facilities, city centre establishments and large scale public and private events.
- + Accomplished at leading and managing employees at all levels creating a positive team culture with a focus on exceptional customer service
- +Skilled and trained in all aspects of food development including cooking and preparation, food safety, stock management, cost control, menu design and staff training. Resulting in mutual respect and understanding when managing kitchen staff.

## EXPERIENCE CONTINUED

2004-2009

Inspiration Leisure

**Executive Chef/ Co-Owner**

- +Created and maintained company policies and procedures
- +Generated exceptional growth (increased profit in bar and kitchen up to 15% year-on-year) despite the impacts the global financial crisis had on the economic climate
- +Full refurbishment and re-branding of the restaurant with new trading hours, additional covers and promotion of space for private functions. Increased revenue in second year by 10%

## PROFESSIONAL ATTRIBUTES

- +5 Star Hotel Experience and Training
- +Co-Owner of 3 Successful Restaurants
- +8yrs of Executive level restaurant operations
- +Major role in opening 6 restaurants

## PROFESSIONAL SKILLS

- +Solid Knowledge of HACCP, COSH & MSDS
- +Inventory and Cost Control Systems
- +High Level of Marketing and Advertising Experience
- +P&L Control Systems
- +Natural Motivator

## PERSONAL INTERESTS

- + **Husband and father to a 2yr old daughter and 4month old son**
- + Volunteer at Kelowna Community Food Bank
- + Play Ice Hockey for men's league in Kelowna
- + Enjoy camping and wine tasting

2000-2004

City Centre Restaurants

**Kitchen Manager**

- +Managed all kitchen-related office administration and third-party contractors
- +Accountable for costs, pricing, creating work schedules
- +Keeping work schedules, shipments, cleaning schedules organized
- +Maintained a better than average food and labour cost

## EDUCATION

2006

City and Guilds, Scotland

**Hospitality and Culinary Diploma**

- + Management and Business Development Studies
- + Red Seal Chef (Equivalent)

## ACHIEVEMENTS

2009

BII License

**British Liquor License Qualification**

- + Qualification required by all pub/restaurant owners

2010

Food Safe Certificate

**Canadian Food Safe Qualification**

- + Qualification required by all food handlers in Canada

Appendix B

Financial Projections

# Konz

## Annual Operating Projection - Summary First Full Year of Operations

Please Note Annual Calculations are  
based off of 35 weeks of operations

	MONTHLY AVE		ANNUAL	
<b>Sales:</b>				
Food	\$16,721	100.0%	\$200,655	100.0%
<b>TOTAL SALES</b>	<b>16,721</b>	<b>100.0%</b>	<b>200,655</b>	<b>100.0%</b>
<b>Cost of Sales:</b>				
Food	4,013	24.0%	48,157	24.0%
<b>TOTAL COST OF SALES</b>	<b>4,013</b>	<b>24.0%</b>	<b>48,157</b>	<b>24.0%</b>
<b>Gross Profit</b>	<b>12,708</b>	<b>76.0%</b>	<b>152,498</b>	<b>76.0%</b>
<b>Payroll:</b>				
Salaries & Wages	3,385	20.2%	40,618	20.2%
Employee Benefits	1,055	6.3%	12,656	6.3%
<b>TOTAL PAYROLL</b>	<b>4,439</b>	<b>26.5%</b>	<b>53,273</b>	<b>26.5%</b>
<b>PRIME COST</b>	<b>8,453</b>	<b>50.5%</b>	<b>101,431</b>	<b>50.5%</b>
<b>Other Controllable Expenses:</b>				
Direct Operating Expenses	756	4.5%	9,070	4.5%
Music & Entertainment	0	0.0%	0	0.0%
Marketing	200	1.2%	2,400	1.2%
Utilities	100	0.6%	1,200	0.6%
General & Administrative Expenses	1,448	8.7%	17,373	8.7%
Repairs & Maintenance	100	0.6%	1,200	0.6%
<b>TOTAL OTHER CONTROLLABLE EXP.</b>	<b>2,604</b>	<b>15.6%</b>	<b>31,243</b>	<b>15.6%</b>
<b>CONTROLLABLE PROFIT</b>	<b>5,665</b>	<b>33.9%</b>	<b>67,981</b>	<b>33.9%</b>
<b>Occupancy Costs &amp; Depreciation</b>				
Occupancy Costs	2,536	15.2%	30,433	15.2%
Depreciation & Amortization	97	0.6%	1,161	0.6%
<b>Other (Income) Expenses</b>				
Other (Income)	0	0.0%	0	0.0%
Interest Expense	0	0.0%	0	0.0%
Other Expense	50	0.3%	600	0.3%
<b>NET INCOME BEFORE INCOME TAXES</b>	<b>\$2,982</b>	<b>17.8%</b>	<b>\$35,788</b>	<b>17.8%</b>
<b>ADD BACK:</b>				
Depreciation & Amortization	97	0.6%	1,161	0.6%
<b>DEDUCT:</b>				
Loan Principal Payments	0	0.0%	0	0.0%
<b>CASH FLOW BEFORE INCOME TAXES</b>	<b>\$3,079</b>	<b>18.4%</b>	<b>\$36,949</b>	<b>18.4%</b>

### KEY RATIOS:

Sales Per Square Foot	\$2,007
Sales Per Seat	\$2,007
Sales to Investment	9.5

	Year 1		Year 2		Year 3	
--	--------	--	--------	--	--------	--

<b>Sales:</b>						
Food	\$200,655	100.0%	\$216,707	100.0%	\$234,044	100.0%
	0	0.0%	0	0.0%	0	0.0%
<b>TOTAL SALES</b>	<b>200,655</b>	<b>100.0%</b>	<b>216,707</b>	<b>100.0%</b>	<b>234,044</b>	<b>100.0%</b>
<b>Cost of Sales:</b>						
Food	48,157	24.0%	39,007	18.0%	42,128	18.0%
	0	#DIV/0!	0	#DIV/0!	0	#DIV/0!
<b>TOTAL COST OF SALES</b>	<b>48,157</b>	<b>24.0%</b>	<b>39,007</b>	<b>18.0%</b>	<b>42,128</b>	<b>18.0%</b>
<b>Gross Profit</b>	<b>152,498</b>	<b>76.0%</b>	<b>177,700</b>	<b>82.0%</b>	<b>191,916</b>	<b>82.0%</b>
<b>Payroll:</b>						
Salaries & Wages	40,618	20.2%	43,055	19.9%	46,499	19.9%
Employee Benefits	12,656	6.3%	13,162	6.1%	13,689	5.8%
<b>TOTAL PAYROLL</b>	<b>53,273</b>	<b>26.5%</b>	<b>56,217</b>	<b>25.9%</b>	<b>60,187</b>	<b>25.7%</b>
<b>PRIME COST</b>	<b>101,431</b>	<b>50.5%</b>	<b>95,224</b>	<b>43.9%</b>	<b>102,315</b>	<b>43.7%</b>
<b>Other Controllable Expenses:</b>						
Direct Operating Expenses	9,070	4.5%	9,342	4.3%	9,622	4.1%
Music & Entertainment	0	0.0%	0	0.0%	0	0.0%
Marketing	2,400	1.2%	2,472	1.1%	2,546	1.1%
Utilities	1,200	0.6%	1,236	0.6%	1,273	0.5%
General & Administrative Expenses	17,373	8.7%	17,894	8.3%	18,431	7.9%
Repairs & Maintenance	1,200	0.6%	1,236	0.6%	1,273	0.5%
<b>TOTAL OTHER CONTROLLABLE EXP.</b>	<b>31,243</b>	<b>15.6%</b>	<b>32,180</b>	<b>14.8%</b>	<b>33,146</b>	<b>14.2%</b>
<b>CONTROLLABLE PROFIT</b>	<b>67,981</b>	<b>33.9%</b>	<b>89,303</b>	<b>41.2%</b>	<b>98,583</b>	<b>42.1%</b>
<b>Occupancy Costs &amp; Depreciation</b>						
Occupancy Costs	30,433	15.2%	31,346	14.5%	32,913	14.1%
Depreciation & Amortization	1,161	0.6%	1,161	0.5%	1,161	0.5%
<b>Other (Income) Expenses</b>						
Other (Income)	0	0.0%	0	0.0%	0	0.0%
Interest Expense	0	0.0%	0	0.0%	0	0.0%
Other Expense	600	0.3%	600	0.3%	600	0.3%
<b>NET INCOME BEFORE INCOME TAXES</b>	<b>\$ 35,787.70</b>	<b>17.8%</b>	<b>\$56,196</b>	<b>25.9%</b>	<b>\$63,909</b>	<b>27.3%</b>
<b>ADD BACK:</b>						
Depreciation & Amortization	1,161	0.6%	1,161	0.5%	1,161	0.5%
<b>DEDUCT:</b>						
Loan Principal Payments	0	0.0%	0	0.0%	0	0.0%
<b>CASH FLOW BEFORE INCOME TAXES</b>	<b>\$36,949</b>	<b>18.4%</b>	<b>\$57,357</b>	<b>26.5%</b>	<b>\$65,070</b>	<b>27.8%</b>

# MOBILE FOOD CONCESSION

Cold Sands Beach - City Park





## CONCESSION BID DETAILS

- ▶ Mobile food concession located in City Park
- ▶ Operate from May 15<sup>th</sup> to Sept 15<sup>th</sup>
- ▶ Three year term with two 1-year renewal options
- ▶ Vehicle must be fully self-contained
- ▶ Healthy food choices required
- ▶ Contractor to provide annual financial reports to City Staff

# LOCATION IN CITY PARK



## KONZ PIZZA IN A CONE

- Over 20 years experience in hospitality industry
- Proven track record of successful F&B management
- Extensive community involvement
- Healthy food choices in line with Canada Food Guide
- New, professional looking food truck
- Competitive bid: \$6,500 - \$7,500 per year (+5% gross)



# Report to Council



**Date:** May 20, 2015  
**File:** 0610-53  
**To:** City Manager  
**From:** Mariko Siggers, Event Development Supervisor  
**Subject:** 55+ BC Games Bid

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## **Recommendation:**

THAT COUNCIL receives, for information, the report from the Event Development Supervisor dated May 20, 2015 regarding the opportunity to bid on the 55+ BC Games;

AND THAT COUNCIL direct staff to proceed with submitting a bid to host the 55+ BC Games in either 2017, 2018 or 2019.

AND THAT COUNCIL direct staff to rank 2019 as Kelowna's preference with 2018 as Kelowna's second choice and 2017 as Kelowna's third choice for hosting.

AND THAT COUNCIL will commit to the Games a cash contribution of \$60,000 as well as providing in-kind support of services and facilities with a deemed value of \$55,000 should the bid be successful.

AND FURTHER THAT COUNCIL directs staff to bring forward to the 2016 Provisional Budget, an operating request that includes detail of the budget funding required and the in-kind contributions.

## **Purpose:**

To provide Council with information about hosting the 55+ BC Games and to seek Council's approval to proceed with a bid to host the games in 2017, 2018 or 2019.

## **Background:**

As outlined in the March 11, 2015 report to Council, the City has an opportunity to bid on the 2017, 2018 or 2019 55+ BC Games. At the Council meeting on March 16, 2015, staff were

directed to report back to Council with information outlining community interest and a recommendation on whether or not to proceed with a bid.

In partnership with Tourism Kelowna and Pacific Sport, staff reached out to key community stakeholders to gauge interest in hosting the 55+ BC Games. Below is a brief summary of the feedback collected:

1. School District - School District 23 has confirmed that they are in support of the games and that some facilities will be available for use. We expect to receive an official letter of support in early June.
2. Senior's Societies - All three senior's societies in Kelowna have provided either verbal or written support of the games. In addition, societies have recognized that their members will participate in the games in a variety of capacities. The Senior's Centres will also likely be used to host some of the activities.
3. Sport groups - we have requested letters of support from the largest participation groups in the 55+ Games including Dragon Boat, slo-pitch and soccer. We have received informal confirmation of support from these groups as well as numerous others.
4. Facilities - staff completed an analysis of the facilities required to host the games and are confident that sufficient facilities exist.
5. Budget - The BC Games Society requires the municipality make a financial commitment of a minimum of \$115,000; this includes a \$55,000 in-kind contribution, primarily for facility rentals. A large amount of the cash contribution will go towards the operation of future games. This fund will be available to Kelowna if the bid is successful. The Games Society has grants of up to \$90,000 available (depending on registration numbers) to assist with the delivery of the games. Depending on what year Kelowna hosts, a funding strategy will be implemented to spread the financial commitment over a number of years.
6. Economic Impact - The BC Games Society conservatively estimates a direct economic impact of about \$2 million. An economic impact study following the 2014 games in Langley indicated that the games had an impact in excess of \$3.1 million. The majority of this is a result of hotel and restaurant spending.

The City can bid on hosting for any or all of 2017, 2018 or 2019 games; however, only one year will be awarded to a community. While it is feasible for Kelowna to host in any of these years, staff feel that 2019 is the most desirable for the community. In 2017, Canada will celebrate its 150<sup>th</sup> anniversary and many initiatives will be taking place throughout the community with the potential to detract from the 55+ Games. Holding the games in 2019 would allow staff and community ample time to prepare and build organizational capacity by hosting lead-up events. Therefore, the bid application will rank 2019 as first choice, 2018 as second choice and 2017 as third choice. The games can take place in either August or September. September is preferable as the August dates overlap with the Apple Triathlon and there is more hotel capacity for participants in September.

There are many benefits to hosting these games including healthy communities and economic impact. Kelowna has a strong history of hosting successful games and is positioned well to put on another successful multi-sport event. Should Council support the initiative, the bid will be submitted by June 26, 2015.

**Internal Circulation:** Sport and Event Manager; Divisional Director, Active Living and Culture, Communications Advisor; Financial Services Director

**Financial/Budgetary Considerations:** \$60,000 commitment plus \$55,000 in-kind commitment to be allocated in the year that the games are awarded for.

Submitted by:  
Mariko Siggers, Event Development Supervisor

**Approved for inclusion:**  
Jim Gabriel, Active Living & Culture Director

cc:

**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:

# Report to Council



**Date:** May 19, 2015  
**Rim No.** 1840-20  
**To:** City Manager  
**From:** B. Davidson, Parks Planner, Infrastructure Planning  
**Subject:** CROWN LAND TENURE APPLICATION - AT 1844 DEWDNEY ROAD

## **Recommendation:**

THAT Council receives, for information the report from the Parks Planner, dated May 19, 2015, with respect to the Crown Land Tenure Application at 1844 Dewdney Road;

AND THAT Council supports by resolution the application by the City of Kelowna for Crown Land Tenure at 1844 Dewdney Road.

## **Purpose:**

To obtain a Council resolution of support in order to proceed with securing legal tenure for an existing dock abutting an upland undeveloped park property recently purchased by the City.

## **Background:**

The City of Kelowna recently purchased 1844 Dewdney Road for the purpose of establishing a future waterfront park in the McKinley neighbourhood. The public currently uses the site as there is an existing dock, beach and swimming area. Staff understand that the previous property owner had received Crown land tenure for the dock structure, but that it has now expired. The dock is in good condition and a valued recreation asset. Therefore, staff have submitted an application for Crown Land Tenure (e.g. dock license) to legalize the existing structure. A former boat house located north of the dock, and below the lake's high water level, was removed earlier this year.

Approval of the Crown Land Tenure will result in the dock structure being added to the City's list of capital assets. The dock is in good shape and will last for a number of years. It is estimated that the construction replacement value is approximately \$60,000.

As a capital asset, there will be a need to establish an operational budget to maintain and repair the dock moving forward. Due to the remote location and potential for disturbance to nearby residents, the site will likely need security patrols. It is estimated that operating costs (maintenance and security) would be \$8,500 annually. A request will come forward as part of the upcoming 2016 Budget for Council's consideration.

In order to process the application a council resolution of support has been requested by the Province.

**Internal Circulation:**

Long Range Policy Planning Manager  
Parks Services Manager  
Subdivision, Agriculture & Environment Services Manager

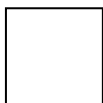
**Considerations not applicable to this report:**

Existing Policy  
Financial/Budgetary Considerations  
Legal/Statutory Authority:  
Legal/Statutory Procedural Requirements:  
Personnel Implications  
External Agency/Public Comments  
Communications Comments  
Alternate Recommendation

**Submitted by:**

B. Davidson, Parks Planner

**Approved for inclusion:**



Alan Newcombe, Infrastructure Divisional Director

Attachments: Schedule A - Plans and Photos

cc: Civic Operations Divisional Director  
Infrastructure Divisional Director  
Building Services Manager  
Long Range Policy Planning Manager  
Parks Services Manager  
Real Estate Services Manager  
Subdivision, Agriculture & Environment Services Manager

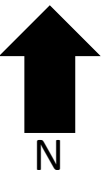




## OVERVIEW

## PLAN

1844 Dewdney Rd  
Kelowna BC



## NOTE:

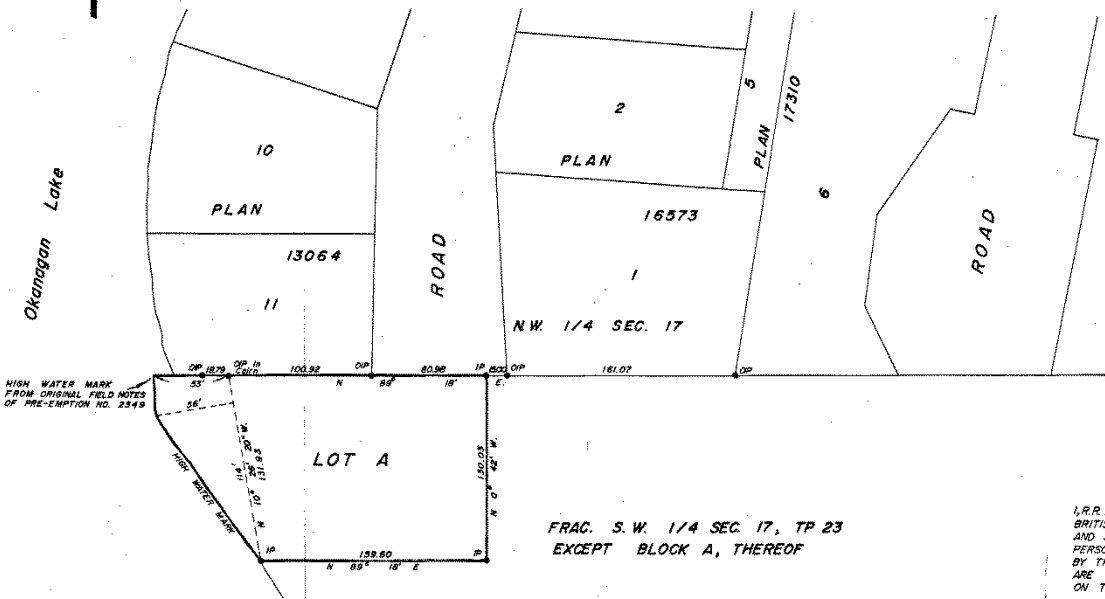
Orthographic photo  
taken Spring 2012

# SUBDIVISION PLAN OF PART OF THE FRACTIONAL S.W. 1/4 OF SEC. 17, TP 23 EXCEPT BLOCK A THEREOF, O.D.Y.D.

SCALE: 1 inch = 50 feet

### LEGEND

BEARINGS ARE ASTRONOMIC AND ARE DERIVED FROM PLAN 13064  
• OP — IRON POST FOUND  
• IP — IRON POST SET



PLAN NO. 21325

DEPOSITED IN THE LAND REGISTRY OFFICE AT KAMLOOPS, B.C. THIS 23<sup>RD</sup> DAY OF April, 1971

*[Signature]*  
REGISTRAR

FRAC. S.W. 1/4 SEC. 17, TP 23 EXCEPT BLOCK A, THEREOF

*Michael Paly*  
OWNER—MICHAEL PALY  
*[Signature]*  
WITNESS

I, R.R. RUNNALLS, OF THE CITY OF KELOWNA, A BRITISH COLUMBIA LAND SURVEYOR, MAKE OATH AND SAY THAT I WAS PRESENT AT AND DID PERSONALLY SUPERINTEND THE SURVEY REPRESENTED BY THIS PLAN AND THAT THE SURVEY AND PLAN ARE CORRECT. THE SAID SURVEY WAS COMPLETED ON THE 11<sup>TH</sup> DAY OF MARCH, 1971.

*[Signature]*  
B.C.L.S.

SWORN BEFORE ME THIS 12<sup>TH</sup> DAY OF MARCH, 1971  
A COMMISSIONER FOR TAKING AFFIDAVITS FOR BRITISH COLUMBIA.

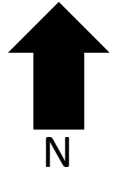
HIRTLE, GEHLE, RUNNALLS & SHORTT  
1450 ST. PAUL ST. KELOWNA, B.C.

APPROVED UNDER THE LAND REGISTRY ACT THIS 24<sup>TH</sup> DAY OF *March* 1971

*[Signature]*  
APPROVING OFFICER FOR THE DEPARTMENT OF HIGHWAYS  
THIS PLAN LIES WITHIN THE REGIONAL DISTRICT OF CENTRAL OKANAGAN.

## LEGAL PLAN

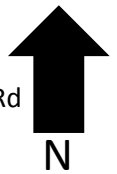
1844 Dewdney Rd  
Kelowna BC





**SITE PLAN**

1844 Dewdney Rd  
Kelowna BC



1860 Dewdney Road  
1844 Dewdney Road

← Existing property line (typ.)

Okanagan Lake

boulder beach

~14 m

← Former boathouse (~56 m<sup>2</sup> concrete slab remaining)

bedrock bluff

← Existing concrete sidewalk/ retaining

13.9 m

1 m

← Approx. locations of existing pilings (typ.)

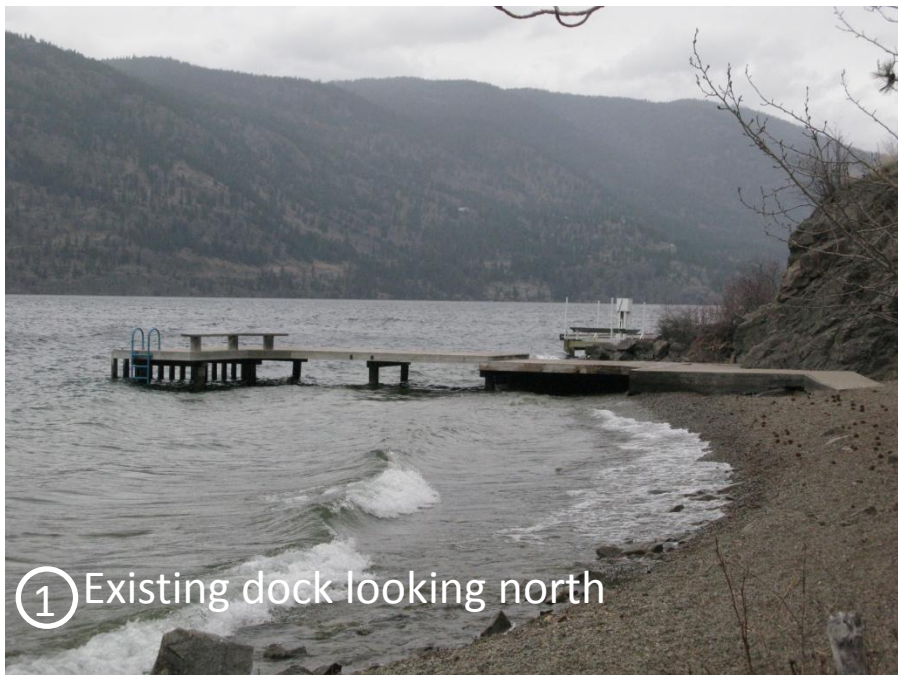
3 m

← Existing wooden dock (~52.5 m<sup>2</sup>)

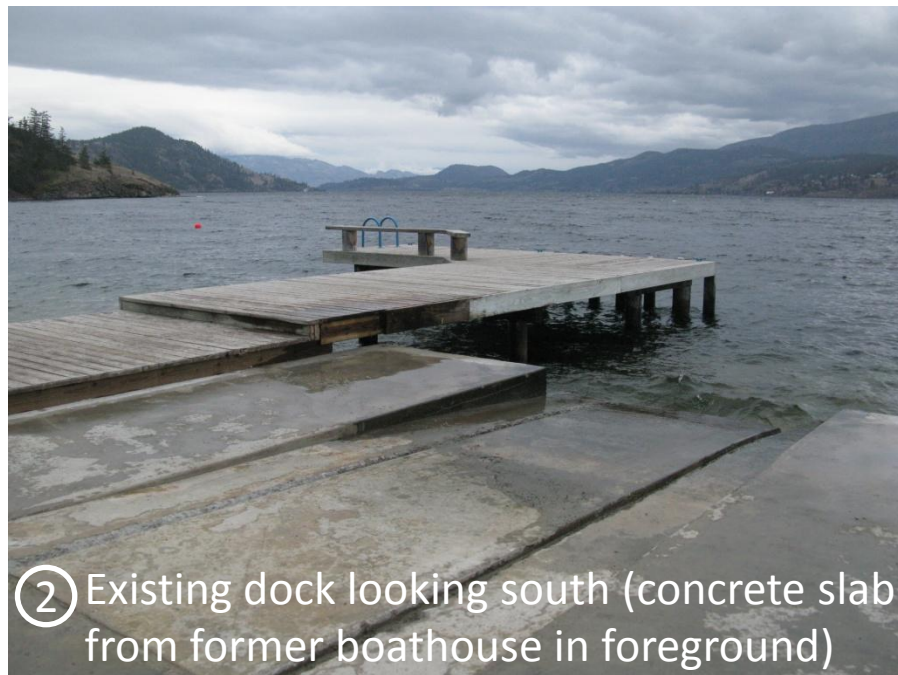
6.9 m

2.45 m

gravel beach



① Existing dock looking north



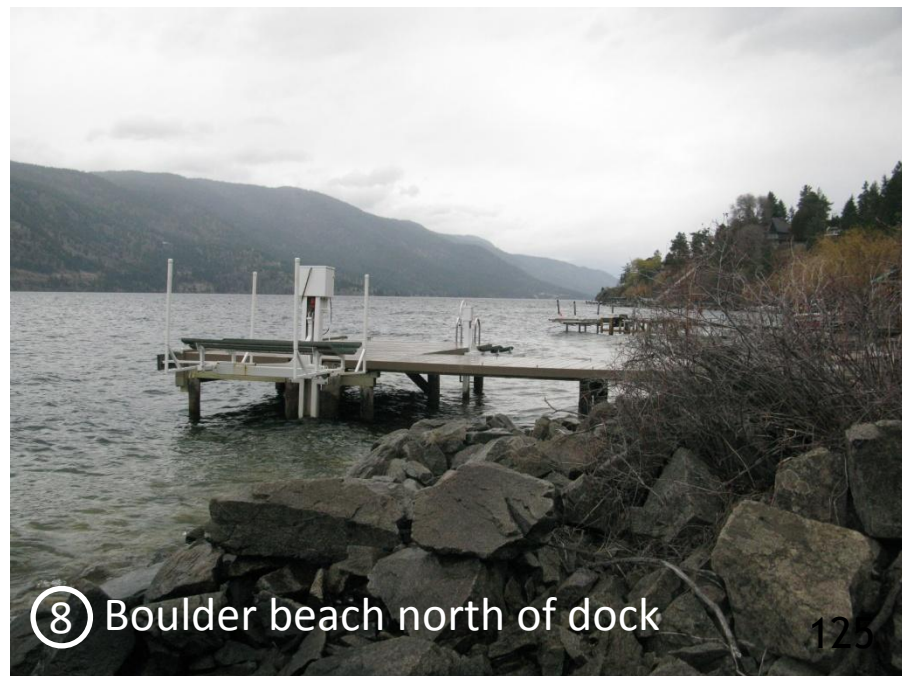
② Existing dock looking south (concrete slab from former boathouse in foreground)



Underside of existing dock looking east towards shore  
③



④ rock bluff and concrete slab from former boathouse in background





9 Access stair to public beach, constructed summer 2012; photo taken from dock



10 Access stair to beach – dock in background



11 Trail and access stair to public beach



12 Vehicle access control gate Dewdney Road frontage

# Report to Council



**Date:** 5/25/2015  
**File:** 1110-21  
**To:** City Manager  
**From:** J. Säufferer, Manager, Real Estate Services  
**Subject:** Partial Road Closure - Adjacent to GEID Flume Lands  
Report Prepared by: A. Warrender, Property Officer Specialist

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## **Recommendation:**

THAT Council receive for information the Report from the Manager, Real Estate Services dated May 25, 2015, recommending that Council adopt a Road Closure Bylaw to close an unused portion of roadway adjacent to GEID Flume Lands;

AND FURTHER THAT Bylaw No. 11097, being the proposed closure of a portion of Curtis Road adjacent to GEID Flume Lands, be given reading consideration.

## **Purpose:**

To close a portion of unused road to facilitate a land exchange with the University of British Columbia - Okanagan ("UBCO") as required for the construction of John Hindle Drive.

## **Background:**

Real Estate Services Staff have been working with UBCO to obtain the land rights necessary to construct John Hindle Drive between the City Landfill and Academy Way. The road closure area, as shown in the Schedule "A" attached to this report, will be transferred to UBCO in exchange for a road right-of-way on the UBCO lands at 1050 and 1200 Curtis Road.

The road closure area is currently unused, and is located adjacent to UBCO lands, bisecting the Glenmore Ellison Improvement District flume trail (as shown in the attached Schedule "B").

## **Legal/Statutory Authority:**

Section 26 and 40, Community Charter

## **Considerations not applicable to this report:**

Legal/Statutory Procedural Requirements:

Existing Policy:

Internal Circulation:  
Financial/Budgetary Considerations:  
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

**Attachments:** Schedule A - GEID Road Closure Survey Plan  
Schedule B - Location of Road Closure Area

**cc:** M. Hasan, Manager, Transportation & Mobility  
S. Muenz, Manager, Development Engineering



REFERENCE PLAN TO ACCOMPANY BYLAW NO. 11097  
 (CITY OF KELOWNA) TO CLOSE PART OF ROAD  
 DEDICATED ON PLAN 1638, SECTION 10, TOWNSHIP 23,  
 OSOYOOS DIVISION YALE DISTRICT

PLAN EPP51620

PRELIMINARY

PURSUANT TO SECTION 120 OF THE LAND TITLE ACT AND SECTION 40 OF THE COMMUNITY CHARTER  
 BCGS 82E.093



THE INTENDED PLOT SIZE OF THIS PLAN IS 560mm IN WIDTH BY 432mm IN HEIGHT (C SIZE) WHEN PLOTTED AT A SCALE OF 1:500

Sec 10 Tp 23

28  
 BLOCK 14  
 PLAN 1068  
 SHOWN ON PLAN B17205

THAT PART OF LOT 28  
 BLOCK 14, PLAN 1068  
 SHOWN AS PARCEL 32  
 ON PLAN H8323

ROAD TO BE CLOSED  
 AREA=157.6m<sup>2</sup>

THAT PART OF Sec 10 Tp 23 ODYD  
 SHOWN ON PLAN EPP49719

ROAD  
 SEE PLAN H8323

EASEMENT, PLAN A16953  
 EASEMENT, PLAN A18025

1  
 BLOCK 15  
 PLAN 1068  
 AS SHOWN ON PLAN B16248

A  
 PLAN EPP51241

A  
 PLAN KAP87188

EASEMENT,  
 PLAN KAP86733

A  
 PLAN EPP51241

SRM, PLAN KAP87190  
 ROAD RESERVE, PLAN KAP57789

ROAD  
 PLAN 1638

LEGEND

INTEGRATED SURVEY AREA NO. 4, CITY OF KELOWNA,  
 NAD83 (CSRS)

GRID BEARINGS ARE DERIVED FROM GNSS OBSERVATIONS  
 BETWEEN GEODETIC CONTROL MONUMENTS 75H2782 AND  
 96H2112.

THE UTM COORDINATES AND ESTIMATED HORIZONTAL  
 POSITIONAL ACCURACY ARE DERIVED FROM THE MASCOT  
 PUBLISHED COORDINATES AND STANDARD DEVIATIONS FOR  
 GEODETIC CONTROL MONUMENTS 75H2782 AND 96H2112.

THIS PLAN SHOWS HORIZONTAL GROUND-LEVEL  
 DISTANCES UNLESS OTHERWISE SPECIFIED. TO COMPUTE  
 GRID DISTANCES, MULTIPLY GROUND-LEVEL DISTANCES  
 BY THE AVERAGE COMBINED FACTOR OF 0.9999005  
 WHICH HAS BEEN DERIVED FROM GEODETIC CONTROL  
 MONUMENTS 75H2782 AND 96H2112.

- DENOTES CONTROL MONUMENT FOUND
- DENOTES STANDARD IRON POST FOUND

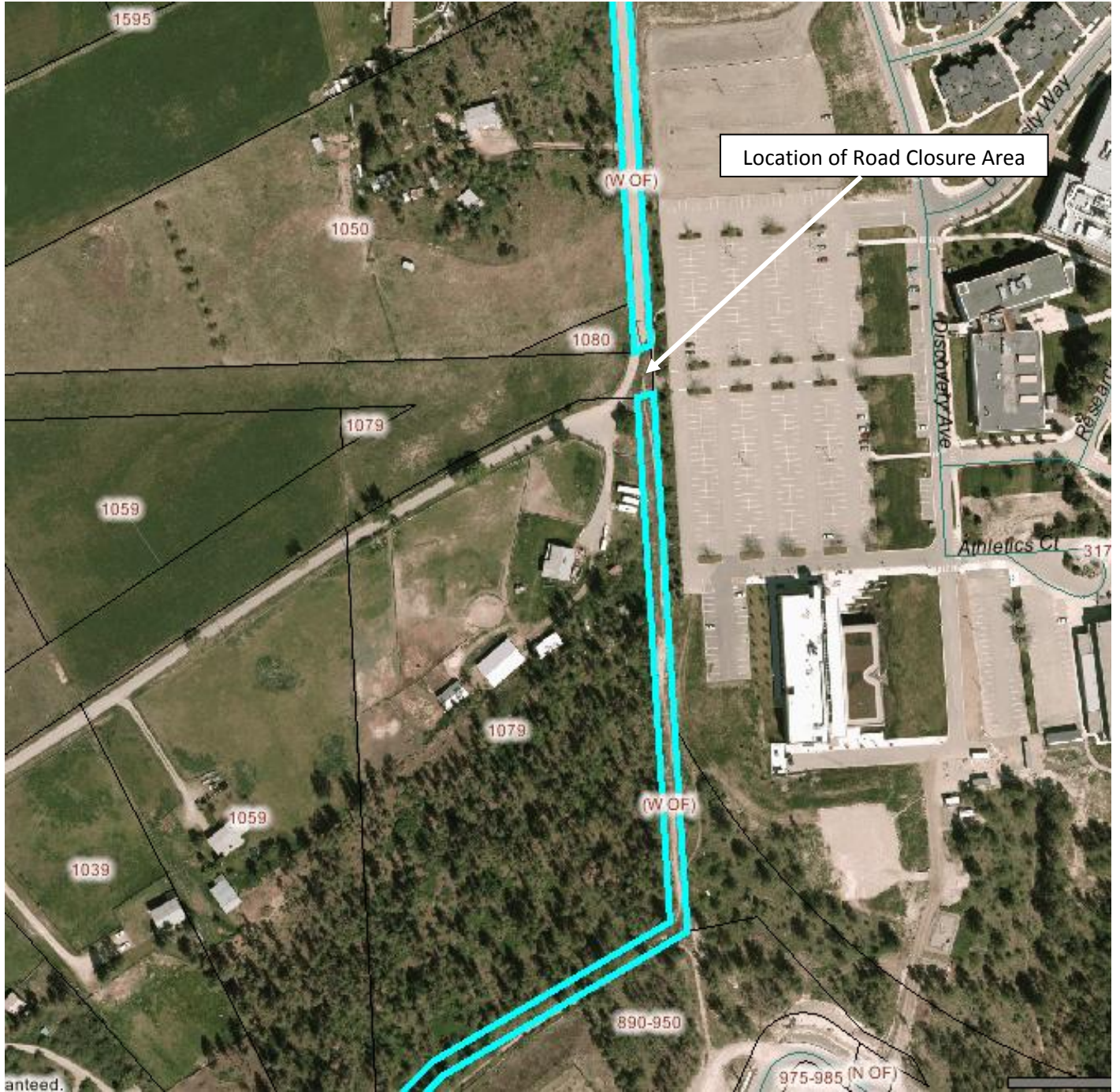
THE FIELD SURVEY REPRESENTED BY THIS PLAN WAS  
 COMPLETED ON THE ??? DAY OF ???, 2015  
 CAMERON HENRY, BCLS 857

Ferguson Land Surveying & Geomatics Ltd.  
 B.C. AND CANADA LAND SURVEYORS  
 404-1630 PANDOSY STREET, KELOWNA, B.C.  
 TELEPHONE (250) 763-3115 FAX (250) 763-0321

JOB No 20188-ROAD-CLOSURE

S:\Shared (Aug 10, 2006)\Job\_Files\201XX\20188\20188-ROAD-CLOSURE.DWG  
 DRFTD BY: CH FB/PG: ???/??

Schedule B - Location of Road Closure Area



**CITY OF KELOWNA**

**BYLAW NO. 11097**

**Road Closure and Removal of Highway Dedication Bylaw**  
**(Portion of Road adjacent to GEID Flume)**

**A bylaw pursuant to Section 40 of the Community Charter to authorize the City to permanently close and remove the highway dedication of a portion of highway on Road at end of 1079 Curtis Road (adjacent to GEID Flume)**

---

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

1. That portion of highway attached as Schedule "A" comprising 157.6 m<sup>2</sup> shown in bold black as Road to be Closed on the Reference Plan prepared by Ferguson land Surveying & Geometrics Ltd., is hereby stopped up and closed to traffic and the highway dedication removed.
2. The Mayor and City Clerk of the City of Kelowna are hereby authorized to execute such conveyances, titles, survey plans, forms and other documents on behalf of the said City as may be necessary for the purposes aforesaid.

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



**CITY OF KELOWNA**

**BYLAW NO. 11089**

**Road Closure and Removal of Highway Dedication Bylaw**  
**(The proposed closure of a portion of Osprey Avenue adjacent to 561 McKay Avenue and 2600 Richter Street)**

**A bylaw pursuant to Section 40 of the Community Charter to authorize the City to permanently close and remove the highway dedication of a portion of Osprey Avenue adjacent to 561 McKay Avenue and 2600 Richter Street**

---

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

1. That portion of highway attached as Schedule "A" comprising 0.102 ha shown in bold black as closed road on the Reference Plan EPP50997 prepared by Runnalls Denby, is hereby stopped up and closed to traffic and the highway dedication removed.
2. The Mayor and City Clerk of the City of Kelowna are hereby authorized to execute such conveyances, titles, survey plans, forms and other documents on behalf of the said City as may be necessary for the purposes aforesaid.

Read a first, second and third time by the Municipal Council this 11<sup>th</sup> day of May, 2015.

Adopted by the Municipal Council of the City of Kelowna this

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Mayor

---

City Clerk



## DRAFT RESOLUTION

Re: Council Committee Appointment

THAT Councillor Donn replace Councillor Hodge as the Council Representative on the Safe Schools Committee;

### BACKGROUND:

Councillor Hodge requested another Councillor take his place on the Safe Schools Committee, as he is unable to continue to attend due to scheduling conflicts. Councillor Donn has agreed to represent Council on this Committee.

Date: May 25, 2015