

**City of Kelowna
Regular Council Meeting
AGENDA**



Monday, August 12, 2013
1:30 pm
Council Chamber
City Hall, 1435 Water Street

Pages

1. Call to Order

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

2. Confirmation of Minutes

4 - 10

Regular PM Meeting - July 29, 2013

3. Development Application Reports & Related Bylaws

3.1 Rezoning Application No. Z13-0025 - 2253 Wilkinson Street, 2253 Wilkinson Street, Sharon & Thomas Matthes and Caroline, Mary & Carl Maloney

11 - 23

To rezone the subject property from RU2 - Medium Lot Housing zone to RU2c - Medium Lot Housing with carriage house zone to permit the conversion of a garage to a carriage house.

3.1.1 Bylaw No. 10874 (Z13-0025) - 2253 Wilkinson Street, Sharon & Thomas Matthes and Caroline, Mary & Carl Maloney

24 - 24

To give Bylaw No. 10874 first reading.

3.2 Rezoning Application No. Z13-0026 - 330 Taylor Road, Comfort Crafted Homes Inc. (Brad Farrell)

25 - 43

To consider a proposal to rezone the subject property from RU1 – Large Lot Housing to RU6 – Two Dwelling Housing to allow the subdivision of the lot into two parcels, and to allow the development of a duplex on the westernmost lot.

3.2.1 Bylaw No. 10881 (Z13-0026) - 330 Taylor Road, Comfort Crafted Homes Inc.

44 - 44

To give Bylaw No. 10881 first reading.

3.3 Rezoning Application No. Z13-0029 - 4770 Crighton Road, Worman Homes 45 - 53

To rezone the subject property from the A1 – Agriculture 1 zone to the A1c – Agriculture 1 with Carriage House zone. The rezoning is in support of the proposed redevelopment of the site with a new principal dwelling. An existing, non-conforming accessory structure (i.e. Carriage House) requires that the subject property be rezoned.

3.3.1 Bylaw No. 10882 - 4770 Crighton Road, Donald Cowie & Varina Russell 54 - 54

To give Bylaw No. 10882 first reading.

3.4 Rezoning Application No. Z12-0007 - 483 Poplar Point Drive, Hardie and Karen DeForest 55 - 57

To extend the date of adoption of the Zone Amending Bylaw for an additional 12 months to facilitate the rezoning of the subject property from the RU1 - Large Lot Housing zone to the RU6 - Two Dwelling Housing zone in order to construct a duplex.

4. Bylaws for Adoption (Development Related)

4.1 Bylaw No. 10325 (Z10-0013) - 546 McWilliams Road, Terry Oxley & Maria Borsato 58 - 58

To consider adoption of Bylaw No. 10325, being Z10-0013 Terry Oxley and Maria Borsato - 546 McWilliams Road in order to rezone from the RU1 - Large Lot Housing zone to the RU1s - Large Lot Housing with Secondary Suite zone.

4.2 Bylaw No. 10806 (OCP12-0009) - 2980 Gallagher Road, Allan, Donald, Heidi-Sabine; Amy, Angelica and Gordon Kirschner 59 - 61

To consider adoption of Bylaw No. 10806, being Official Community Plan Amendment No. OCP12-0009.

4.3 Bylaw No. 10807 (Z12-0055) - 2980 Gallagher Road, Allan, Donald, Heidi-Sabine; Amy, Angelica and Gordon Kirschner 62 - 63

To consider adoption of Bylaw No. 10807, being Rezoning Application No. Z12-0055, 2980 Gallagher Road in order to rezone from the P3 - Parks and Open Space zone and the A1 - Agriculture 1 zone to the RU1h - Large Lot Housing (Hillside Area) zone.

5. Non-Development Reports & Related Bylaws

5.1 Bareland Lease - 1175 and 1185 St. Paul Street 64 - 102

To obtain Council endorsement to enter into a one (1) year bareland Lease Agreement with Cota Top Coal Sealing Ltd. (“Cota”) for storage purposes.

5.2 Site Licensing and Minors Pilot for Festivals 103 - 107

To seek Council's support for inclusion of the Destination Races Wine Country Half Marathon in the LCLB Site Licensing and Minors Pilot for Festivals.

5.3 Downtown Kelowna Business Improvement 108 - 154

To approve the renewal of a specified area for the purpose of annually funding, over a 5 year period, the Kelowna Downtown Business Improvement Area.

5.3.1 Bylaw No. 10880 - Kelowna Downtown Business Improvement Area 155 - 170

To give Bylaw No. 10880 first, second and third readings.

6. Bylaws for Adoption (Non-Development Related)

6.1 Bylaw No. 10845 - Road Closure Bylaw - Portion of Royal Avenue 171 - 172

To consider adoption of Bylaw No. 10845 being Road Closure - A Portion of Royal Avenue.

6.2 Bylaw No. 10866 - Road Closure Bylaw - Portion of 459 Groves Avenue and 437/442 Newson Avenue 173 - 174

To consider adoption of Bylaw No. 10866 being Road Closure - A Portion of 459 Groves Avenue and 437/442 Newson Avenue.

7. Mayor and Councillor Items

8. Termination



City of Kelowna Regular Council Meeting Minutes

Date: Monday, July 29, 2013
Time: 1:30 pm
Location: Council Chamber
City Hall, 1435 Water Street

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

Council Members Absent: Gerry Zimmermann

Staff Present: City Manager, Ron Mattiussi*; Deputy City Manager, Paul Macklem*; City Clerk, Stephen Fleming; Interim Divisional Director, Infrastructure, John Vos*; Divisional Director, Community Planning & Real Estate, Doug Gilchrist*; Manager, Urban Planning, Danielle Noble*; Active Living & Culture Divisional Director, Jim Gabriel*; Sport & Event Development Manager, Don Backmeyer*; Planner, James Moore*; Property Officer, Tammy Abrahamson*; Long Range Planning Manager, Gary Stephen*; Planner, Lauren Sanbrooks*; Sustainability Coordinator, Michelle Kam*; Event Development Supervisor, Mariko Siggers*; and Council Recording Secretary, Arlene McClelland

(* denotes partial attendance)

1. Call to Order

Mayor Gray called the meeting to order at 1:37 p.m.

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

2. Confirmation of Minutes

Moved By: Councillor Stack/Seconded By: Councillor Singh

R515/13/07/29 THAT the Minutes of the Regular PM Meeting of July 15, 2013 be confirmed as circulated;

Carried

3. Development Application Reports & Related Bylaws

City Manager joined the meeting at 1:39 p.m.

3.1. Official Community Plan Bylaw Amendment Application No. OCP13-0014 and Rezoning Application No. Z13-0023, 1150 & 1200 Steele Road, No. 21 Great Projects Ltd.

Moved By: Councillor Hobson/Seconded By: Councillor Given

R516/13/07/29 THAT Official Community Plan Bylaw Amendment No. OCP13-0014 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 Lot A, D.L. 579, SDYD, Plan EPP9618 Except Plans EPP9638, EPP15721, EPP18670, EPP20408 and EPP22118, located at 1150 Steele Road and Lot 1, D.L. 579, SDYD, Plan EPP20408, located at 1200 Steele Road from Multiple Unit Residential - Low Density, Single / Two Unit Residential, Major Park & Open Space, Educational / Institutional, Commercial to Multiple Unit Residential - Low Density, Single / Two Unit Residential, Major Park & Open Space, Educational / Institutional, Commercial, as shown on Map "A" attached to the Report of the Land Use Management Department dated June 28, 2013, be considered by Council;

AND THAT Council considers the applicant's June 26th Public Information Meeting to be appropriate consultation for the purpose of Section 879 of the Local Government Act, as outlined in the Report of the Land Use Management Department dated June 28, 2013;

AND THAT Rezoning Application No. Z13-0023 to amend the City of Kelowna Zoning Bylaw No. 8000 by changing the zoning classification of a portion of Lot A, D.L. 579, SDYD, Plan EPP9618 Except Plans EPP9638, EPP15721, EPP18670, EPP20408 and EPP22118, located at 1150 Steele Road and Lot 1, D.L. 579, SDYD, Plan EPP20408, located at 1200 Steele Road from A1 - Agriculture 1, RU1 - Large Lot Housing, RU1H - Large Lot Housing Hillside, P3 - Parks & Open Space to A1 - Agriculture 1, RU1 - Large Lot Housing, RU1H - Large Lot Housing Hillside, P2 - Educational & Minor Institutional, P3 - Parks & Open Space as shown on Map "B" attached to the report of the Land Use Management Department, dated June 28, 2013, be considered by Council;

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

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

AND THAT final adoption of the Zone Amending Bylaw be considered subsequent to the dedication of the public walkway connection the City as a titled lot;

AND FURTHER THAT final adoption of the Zone Amending Bylaw be considered subsequent to the submission of a plan of subdivision to consolidate the properties.

Carried

3.1.1. Bylaw No. 10867 (OCP13-0014) - 1150 & 1200 Steele Road, No. 21 Great Projects Ltd.

Moved By: Councillor Stack/Seconded By: Councillor Given

R517/13/07/29 THAT Bylaw No. 10867 be read a first time;

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

Carried

3.1.2. Bylaw No. 10868 (Z13-0023) - 1150 & 1200 Steele Road, No. 21 Great Projects Ltd.

Moved By: Councillor Given/Seconded By: Councillor Stack

R518/13/07/29 THAT Bylaw No. 10868 be read a first time.

Carried

3.2. Rezoning Application No. Z13-0022 - 1369 & 1375 Bertram Street, John Bauer and Irvin & Linda Cordes

Staff:

- Summarized the application before Council and responded to questions from Council.

Moved By: Councillor Hobson/Seconded By: Councillor Basran

R519/13/07/29 THAT Rezoning Application No. Z13-0022 to amend the City of Kelowna Zoning Bylaw No. 8000, by changing the zoning classification of Lot 13, D.L. 139, ODYD, Plan 2271, located at 1369 Bertram Street and Lot 14, D.L. 139, ODYD, Plan 2271, located at 1375 Bertram Street, Kelowna BC, from the RU6 - Two Dwelling Housing zone to the RM5 - Medium Density Multiple 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 subsequent to the requirements of the Development Engineering Branch being completed to their satisfaction;

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

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

Carried

3.2.1. Bylaw No. 10872 (Z13-0022) - 1369 & 1375 Bertram Street, John Bauer and Irvin & Linda Cordes

Moved By: Councillor Blanleil/Seconded By: Councillor Basran

R520/13/07/29 THAT Bylaw No. 10872 be read a first time.

Carried

3.3. Development Permit Application No. DP13-0096 - 975 Academy Way, Meiklejohn Architects

Staff:

- Summarized the application before Council and responded to questions from Council.

Moved By: Councillor Hobson/Seconded By: Councillor Singh

R521/13/07/29 THAT Council authorize the issuance of Development Permit No. DP13-0096 for Lot A, Section 10, Township 23, ODYD, Plan EPP16167, located at 975 Academy Way, Kelowna B.C., 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", which is to be sealed by a Landscape Architect in good standing prior to permit issuance;
4. The applicant be required to post with the City a Landscape Performance Security deposit in the form of a "Letter of Credit" in the amount of 125% of the estimated value of the landscaping, as determined by a professional Landscape Architect;
5. The third phase of development on the subject property must include a pedestrian connection from phase 2 to phase 3 that features a high standard of landscape design and low-impact retaining;
6. That the Zoning Bylaw requirement for commercial FAR be satisfied in the third phase of the development, as outlined in the attached letter, dated July 2, 2013;

AND THAT the applicant be required to complete the above-noted condition No. 4 within 180 days of Council approval of the Development Permit application in order for the permit to be issued.

Carried

3.4. Rezoning Application No. Z11-0018, Extension Request - 1500 Friesen Road, Gwynne Johnson

Moved By: Councillor Stack/Seconded By: Councillor Basran

R522/13/07/29 THAT in accordance with Development Application Procedures Bylaw No. 10540, the deadline for the adoption of Amending Bylaw No. 10536,

Lot 14, Section 35, Township 26, ODYD, Plan 18660, located on 1500 Friesen Road, Kelowna, BC be extended from May 31, 2013 to May 31, 2014.

Carried

4. Non-Development Reports & Related Bylaws

4.1. Provincial Printed Paper and Packaging Financial Incentives

City Manager left the meeting at 2:15 p.m. and Deputy City Manager assumed the City Manager role.

Peter Rotheisler, Manager Environmental Services, Regional District of Central Okanagan:

- Provided a power point presentation regarding the Provincial changes to the residential recycling program.

Moved By: Councillor Hobson/Seconded By: Councillor Given

R523/13/07/29 THAT Council receives the report from the Divisional Director, Infrastructure dated July 23, 2013, with respect to the Provincial Printed Paper and Packaging Financial Incentives;

AND THAT Council receives the Central Okanagan Regional District Report dated June 18, 2013 and the PowerPoint presentation by the Regional Manager of Environmental Services regarding this same subject;

AND THAT Council accept the financial incentives offered by Multi Material British Columbia for the curbside collection, recycling depot service, residential education and service administration;

AND THAT Council enter into a contract with Multi Material British Columbia for a term that coincides with the term of the curbside collection program (April 2016);

AND FURTHER THAT Council direct staff to come back as part of the 2014 Budget Process to identify the reductions to the City's residential collection and waste reduction costs by incorporating the financial incentives offered by Multi Material British Columbia.

Carried

4.2. Event Development Fund

Staff:

- Provided a power point presentation regarding distribution of the 2013 Event Development funds.

Moved By: Councillor Basran/Seconded By: Councillor DeHart

R524/13/07/29 THAT Council receives, for information, the Report from the Sport & Event Development Manager dated July 24, 2013 with respect to the Event Development Fund;

AND THAT Council endorses the Event Development Fund Guidelines as attached to the Report of the Sport & Event Development Manager dated July 24, 2013;

AND THAT Council directs staff to administer the funds approved in the 2013 budget according to the Event Development Fund criteria outlined in the Report of the Sport & Event Development Manager dated July 24, 2013;

AND FURTHER THAT Council directs staff to prepare a budget submission for ongoing funding for the Event Development Fund for consideration as part of the 2014 Provisional Budget process.

Carried

City Manager rejoined the meeting at 3:22 p.m.

4.3. Hospital Area Plan

Staff:

- Summarized the Hospital Area Plan and responded to questions from Council.

Moved By: Councillor Stack/Seconded By: Councillor Singh

R525/13/07/29 THAT Council receives for information the report from Policy and Planning, dated July 22, 2013 with respect to the Hospital Area Plan;

AND THAT Council directs staff to meet with Interior Health to review the plan boundaries and report back regarding Interior Health Authorities' intent for properties owned by IHA within the plan area.

Carried

4.4. Community Climate Action Plan: Achievements to Date and Next Steps

Staff:

- Provided a power point presentation regarding the Community Climate Action Plan and responded to questions from Council.

Moved By: Councillor Singh/Seconded By: Councillor Hobson

R526/13/07/29 THAT Council receives, for information, the Report from the Sustainability Coordinator dated July 22, 2013 with respect to the Community Climate Action Plan: Achievements to Date and Next Steps;

AND THAT Council direct staff to focus on road transportation reduction initiatives in 2014;

AND THAT Council directs staff to determine the mobility targets necessary to, by 2020, achieve a 20% reduction in vehicle kilometres travelled and identify measures that could be taken to achieve that target and report back to Council with recommendations;

AND FURTHER THAT staff report back to Council in 2014 with respect to the Community Climate Action Plan accomplishments to date and to recommend actions for subsequent implementation.

Carried

5. Bylaws for Adoption (Non-Development Related)

5.1. Bylaw No. 10853 - Hotel Tax Bylaw

Councillor DeHart declared a conflict of interest as she works directly with the hotel/motel industry and departed the meeting at 4:15 p.m.

Moved By: Councillor Basran/Seconded By: Councillor Blanleil

R527/13/07/29 THAT Bylaw No. 10853 be adopted.

Carried

Councillor DeHart rejoined the meeting at 4:15 p.m.

5.2. **Bylaw No. 10871 - Amendment No. 6 to Solid Waste Management Bylaw No. 10106**

Moved By: Councillor Hobson/Seconded By: Councillor Singh

R528/13/07/29 THAT Bylaw No. 10871 be adopted.

Carried

6. Mayor and Councillor Items

Councillor Stack:

- Advised of the International Children's Games Alumni BBQ at the Parkinson Recreation Centre on July 31, 2013 at 5:00 p.m.

Councillor DeHart:

- Reported on her attendance, with the Mayor, at the International Buskers Festival Event in Victoria, BC. There was no cost to the taxpayer for their attendance.

Mayor Gray:

- Provided further comments on his attendance at the International Buskers Festival.

Councillor Singh:

- Congratulated Deb Champion, City staff, for organizing the Kelowna Dragon Boat Festival.

7. Termination

This meeting was declared terminated at 4:28 p.m.

Mayor

/acm



City Clerk

REPORT TO COUNCIL



Date: July 16, 2013
RIM No. 1250-30
To: City Manager
From: Urban Planning Department, Community Planning and Real Estate (BD)
Application: Z13-0025
Owner: Sharon Elaine and Thomas William Matthes & Caroline Mary and Carl Steve Maloney
Address: 2253 Wilkinson Street
Applicant: Thomas Matthes
Subject: [Title]
Existing OCP Designation: Single/Two Unit Residential
Existing Zone: RU2- Medium Lot Housing
Proposed Zone: RU2c - Medium Lot Housing with Carriage House

1.0 Recommendation

THAT Rezoning Application No. Z13-0025 to amend the City of Kelowna Zoning Bylaw No. 8000 by changing the zoning classification of Lot 5, District Lot 136, ODYD Plan KAP89721, located on 2253 Wilkinson Street, Kelowna, BC from the RU2- Medium Lot Housing zone to the RU2c- Medium Lot Housing 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 Variance Permit on the subject property;

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

2.0 Purpose

To rezone the subject property from RU2 - Medium Lot Housing zone to RU2c - Medium Lot Housing with carriage house zone to permit the conversion of a garage to a carriage house.

3.0 Land Use Management

The applicant is seeking to rezone the subject property to allow the conversion of a garage to a carriage house. Policies within the Official Community Plan support the sensitive integration into

existing neighbourhoods, where services are already in place and densification can easily be accommodated. The subject property is in close proximity to parks, schools, transit and recreational opportunities, and meets the Zoning Bylaw requirements.

The garage was constructed as a part of the original development with all neighbouring homes having the same configuration. Given that the building is existing, no physical changes to the structure are anticipated. Prior to the applicant purchasing the home, much of the site was paved and exceeds the permitted site coverage by 25% which triggers a variance to site coverage.

Should the land use and variance be supported by Council, a Development Permit will be executed at a Staff level.

4.0 Proposal

4.1 Project Description

The immediate neighbourhood was originally developed with 1½ storey garages providing storage space in the upper half storey. The applicant is seeking to convert the upper storey to a one-bedroom carriage house. The structure was previously constructed and no exterior changes are proposed with the exception of planters to define the private outdoor space. It is noteworthy that the existing dormer met the Zoning Bylaw requirements of the time and would not be permitted under current regulations. Parking is satisfied utilizing the two garage spaces and a medium sized space in the driveway.

4.2 Site Context

The subject property is located in the Central City area of Kelowna. The Guisachan Village area is within walking distance with transit available on Gordon Avenue and Springfield Road. The subject property is located within the Permanent Growth Boundary. The surrounding properties in all directions are zoned RU2 - Medium Lot Housing with single family dwellings.

4.3 Subject Property Map: 2253 Wilkinson Street



4.4 The proposed application meets the requirements of RU2c - Medium Lot Housing with carriage house zone as follows:

Zoning Analysis Table		
CRITERIA	RU2c ZONE REQUIREMENTS	PROPOSAL
Existing Lot/Subdivision Regulations		
Lot Area	400 m ²	568 m ²
Lot Width	13 m	13.6 m
Lot Depth	30 m	41.16 m
Site Coverage (buildings)	40%	38.78 %
Site Coverage (buildings and Parking)	50%	75% ①
Development Regulations Principal Dwelling		
Height	9.5 m/ 2 ½ storeys	9.2m to peak 1.5 storeys
Front Yard	4.5 m or 6.0 m to garage	6.0m
Side Yard (north)	1.5 m (1 - 1 ½ storey) 1.8 m (2 - 2 ½ storey)	3.16 m
Side Yard (south)	1.5 m (1 - 1 ½ storey) 1.8 m (2 - 2 ½ storey)	1.8 m
Rear Yard	6.0 m (1 - 1 ½ storey) 7.5 m (2 - 2 ½ storey)	19.2m
Proposed Carriage house conversion		
Height	1 ½ storeys / 4.5 m	4.5 m
Front Yard	4.5 m	31.4 m
Side Yard (n)	1.5 m (1 - 1 ½ storey)	1.8 m
Side Yard (s)	1.5 m (1 - 1 ½ storey)	1.5 m
Rear yard	1.5m	1.5 m
Minimum Distance to Principal Dwelling	4.5m	9.4 m
Development Regulations		
Floor Area Ratio	May not exceed the lesser of 90 m ² or 75%	Principal dwelling: 189.5 m ² Carriage House: 65 m ² 34 %
Parking Stalls (#)	3 spaces required	3 spaces
Private Open Space	30 m ² of private open space per dwelling	meets requirements with designated patio area
① Variance required to site coverage.		

5.0 Current Development Policies

5.1 Kelowna Official Community Plan (OCP)

Development Process

Compact Urban Form.¹ Develop a compact urban form that maximizes the use of existing infrastructure and contributes to energy efficient settlement patterns. This will be done by increasing densities (approximately 75 - 100 people and/or jobs located within a 400 metre walking distance of transit stops is required to support the level of transit service) through development, conversion, and re-development within Urban Centres (see Map 5.3) in particular and existing areas as per the provisions of the Generalized Future Land Use Map 4.1.

Policy 5.2.3 Complete Suburbs.² Support a mix of uses within Kelowna's suburbs (see Map 5.1 - Urban Core Area), in accordance with "Smart Growth" principles to ensure complete communities. Uses that should be present in all areas of the City (consistent with Map 4.1 - Future Land Use Map), at appropriate locations, include: commercial, institutional, and all types of residential uses (including affordable and special needs housing) at densities appropriate to their context.

6.0 Technical Comments

6.1 Building & Permitting Department

1) Development Cost Charges (DCC's) are required to be paid prior to issuance of any Building Permits.

2) Operable bedroom windows required as per the 2012 edition of the British Columbia Building Code (BCBC 12).

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

4) Is a variance for the hard surfacing area required given that emergency services and the fire department require access the back unit? *The accompanying variance is triggered by the amount of site coverage on the lot. An impermeable driveway could satisfy the requirement for emergency personal access.*

6.2 Development Engineering Department

See attached.

6.3 Bylaw Services

No concerns.

6.4 Fire Department

An unobstructed and easily distinguishable firefighter access path, of 1100 mm, from Wilkinson to the back of the property line as well as to the secondary detached suite main entrance is required. The new home is required to have a visible address facing Wilkinson Road.

6.5 Fortis

There are primary distribution facilities within Wilkinson Street. The applicant is responsible for costs associated with any change to the subject property's existing service as well as the provision of appropriate land rights where required. Otherwise, FortisBC Inc. (Electric) has no concerns with this circulation.

¹ City of Kelowna Official Community Plan, Policy 5.2.3 (Development Process Chapter).

² OCP Objective 5.2 Community Sustainability

7.0 Application Chronology

Date of Application Received: June 6, 2013

Report prepared by:

Birte Decloux, Land Use Planner

Reviewed by:

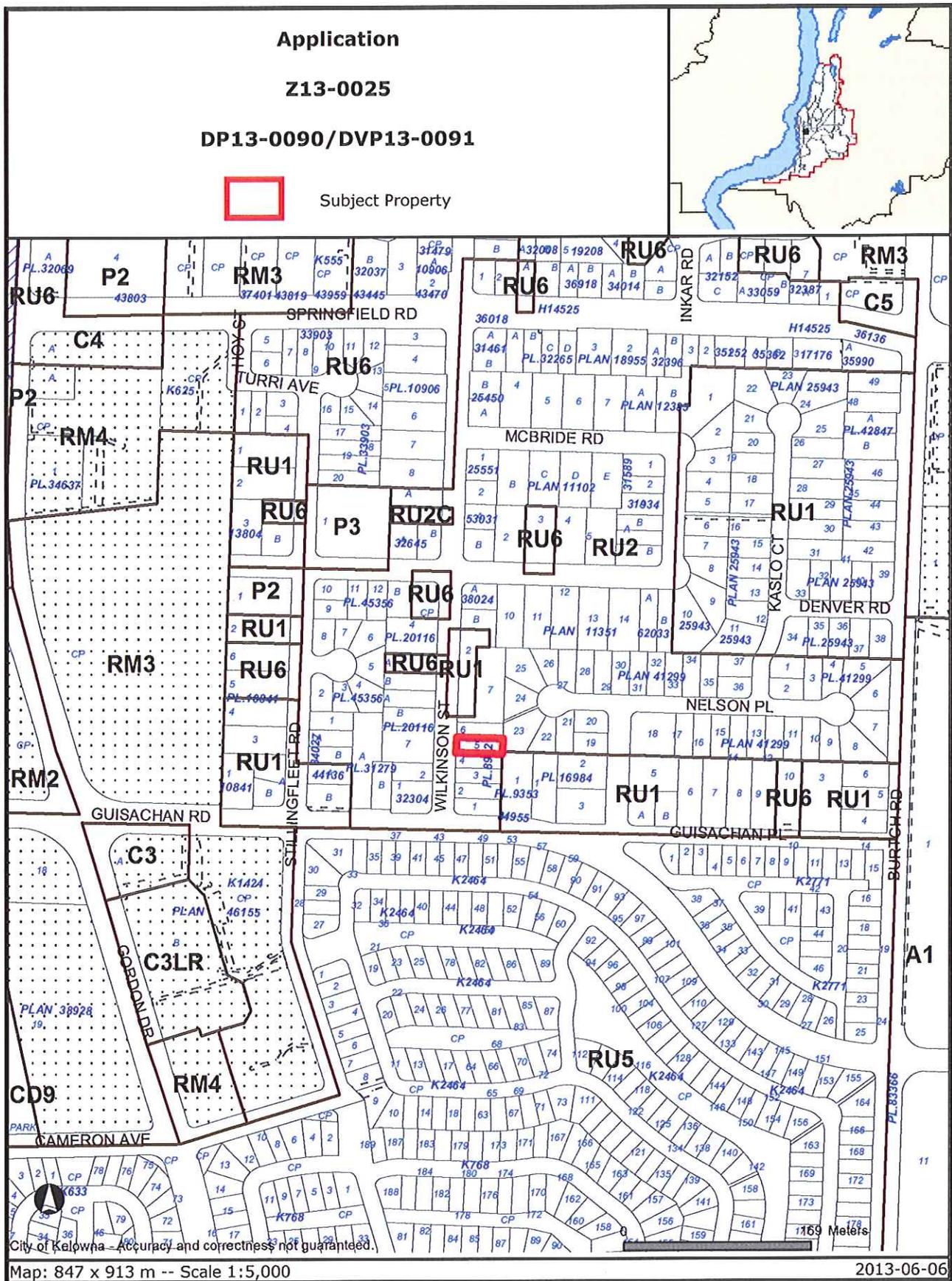
Danielle Noble, Urban Planning Manager

Approved for Inclusion:

Doug Gilchrist, Division Director, Community Planning and Real Estate

Attachments:

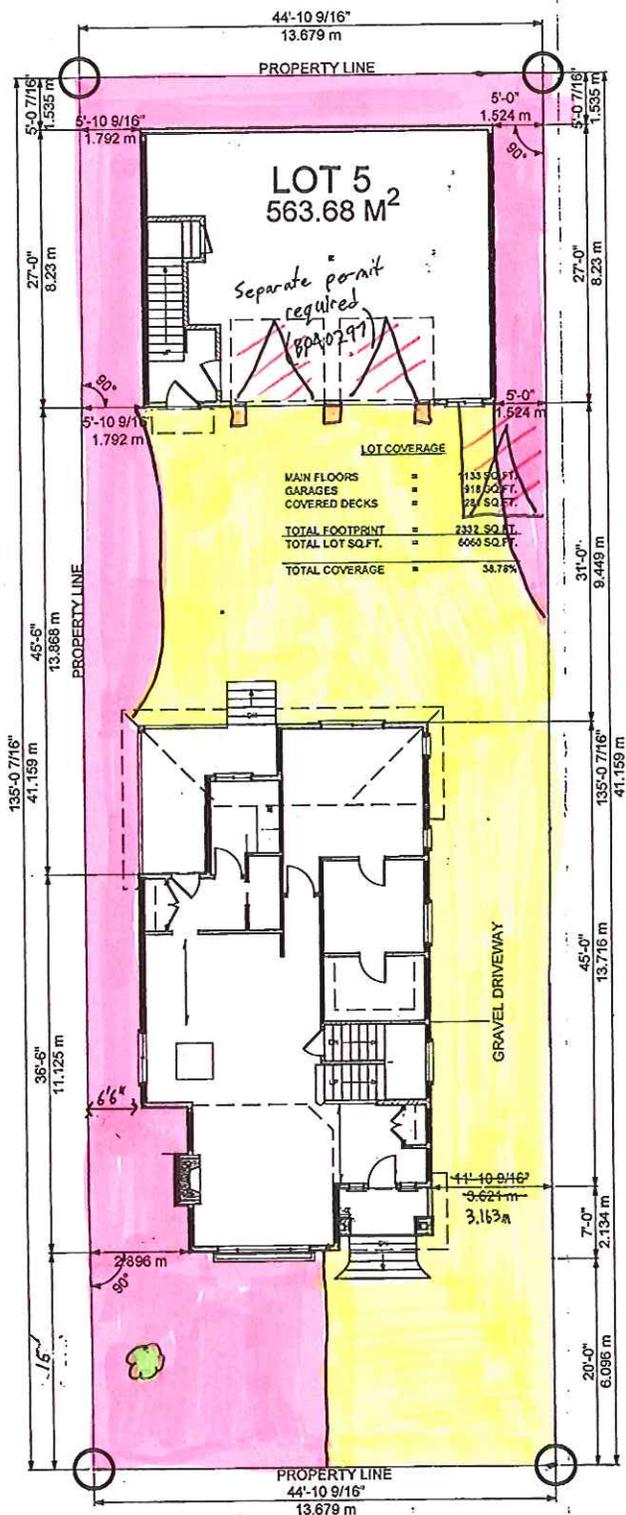
- Site/Landscape Plan
- Conceptual Elevations
- Context/Site Photos
- Technical Comments



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

SITE/LANDSCAPE PLAN

2253 WILKINSON STREET
 PLAN 89721 LOT 5 DIST 00Y0



PLOT PLAN
 SCALE: 1/8" = 1'

- Parking Spot
- Tree
- LIGHTING
- PAVED SURFACE
- GRAVEL SURFACE

CRUSHED ROCK - ETC.

SHEET NUMBER
3/6

SCALE: 1/4" = 1'
 DATE: MAR 16-2010

PROPOSED PROJECT FOR
LOT 5 WILKINSON ST

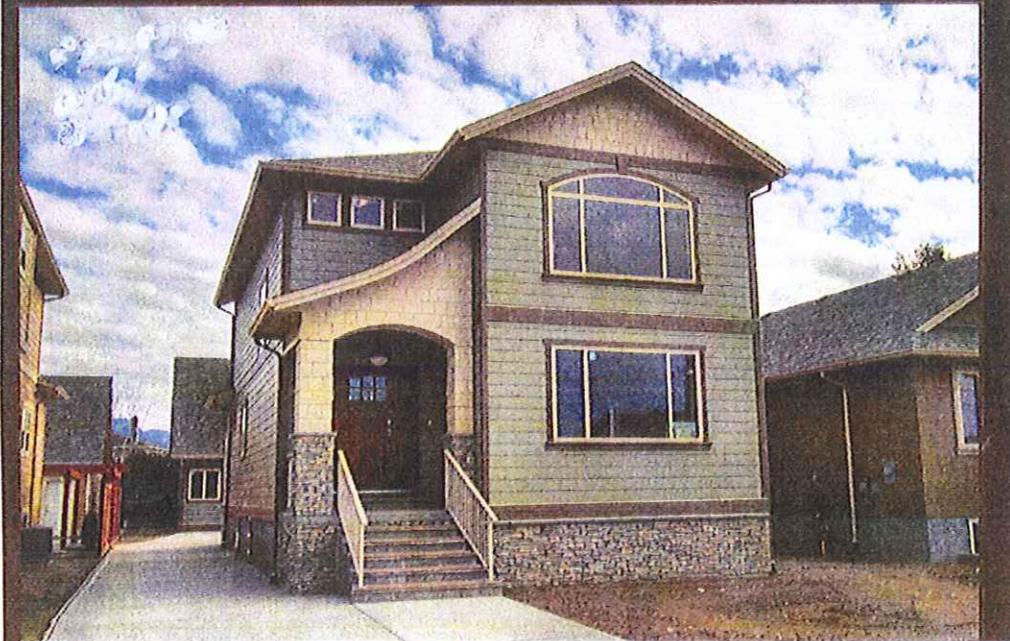
1964 Dayton Street
 Kelowna BC V1Y 7W6
 Bus: (250) 717-3415
 Cell: (250) 258-7819
 e-mail: mullinsdrafting@shaw.ca

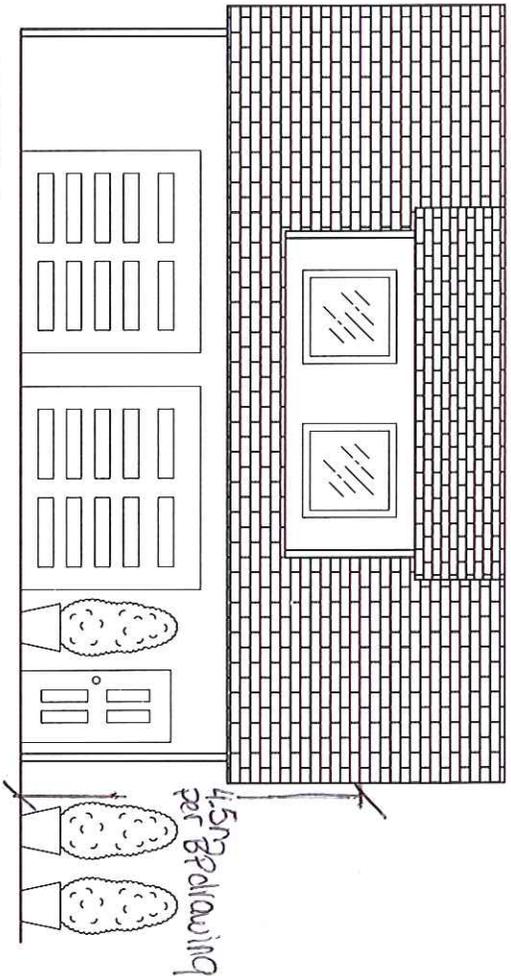
MULLINS
 DRAFTING & DESIGN



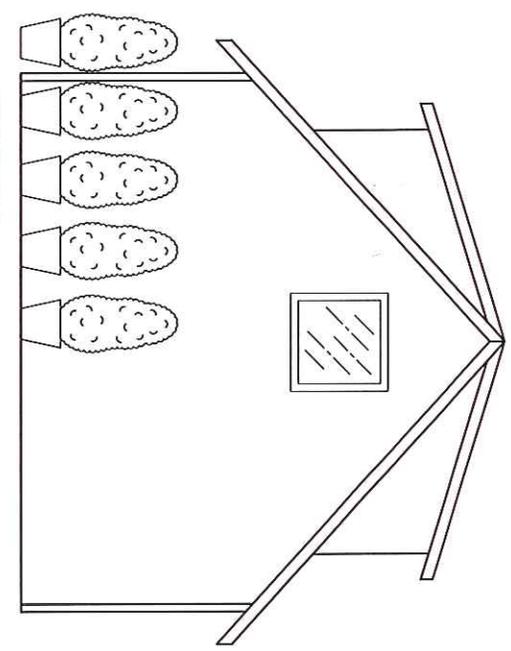
Presenting.....

2253 Wilkinson Street

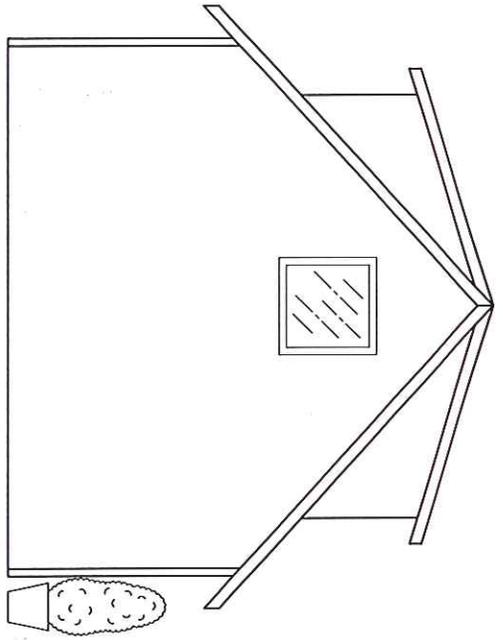




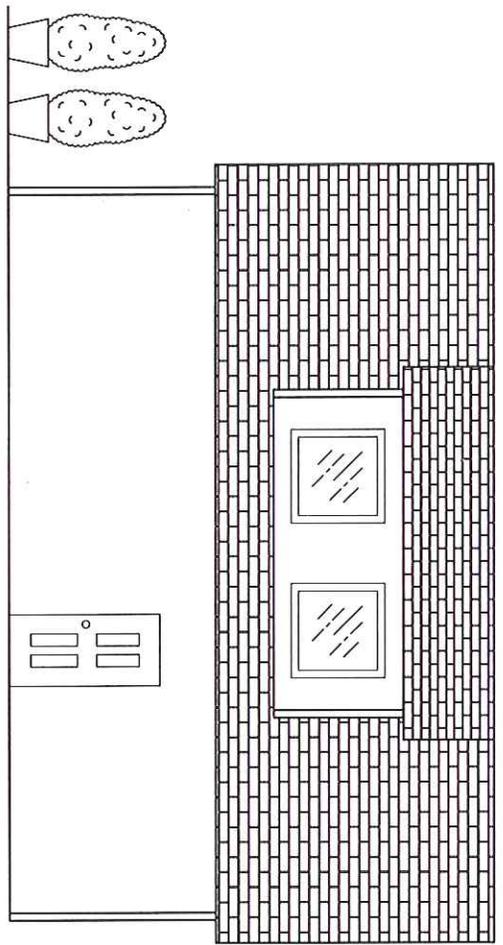
ELEVATION Q -
LOOKING EAST



ELEVATION R -
LOOKING NORTH



ELEVATION S -
LOOKING SOUTH



ELEVATION T -
LOOKING WEST

NOTE:
SOME PLANTERS HAVE BEEN REMOVED FOR
CLARITY; ALL ARE VISIBLE ON THE OUTSIDE PLAN

Wingnut Mechanical
Drafting and Design

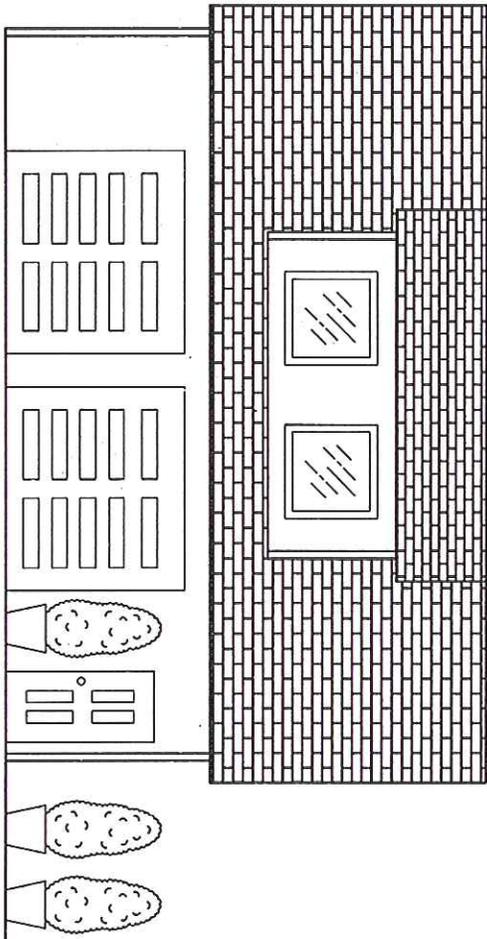
TELEPHONE: 250-401-1672
 EMAIL: inquiries@wingnutmech.ca
 WEBSITE: www.wingnutmech.ca

DRAWN BY: A. DZAKIC
 DATE: 2013-03-27
 CHECKED BY: E. FREUND

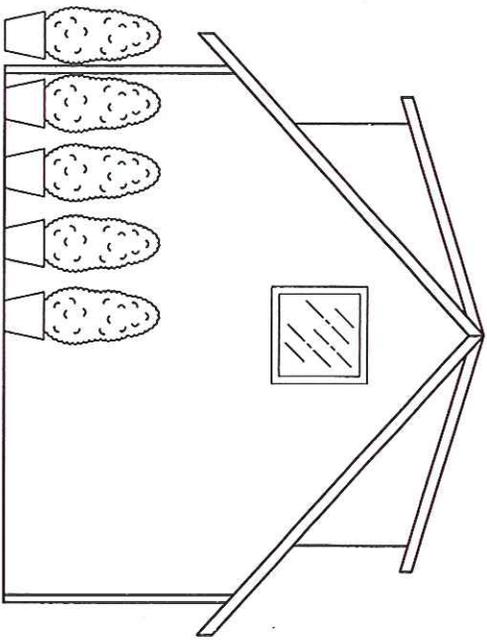
SCALE: 3/8" = 1' - 0"

OUTSIDE ELEV.

T. Matthes 2253 Wilkinson Street, Kelowna BC. 250 215 8494



ELEVATION Q



ELEVATION R

Wilgrout Mechanical
Drafting and Design

TELEPHONE: 250-861-1812
EMAIL: regina@wilgroutmech.ca
WEBSITE: www.wilgroutmech.ca

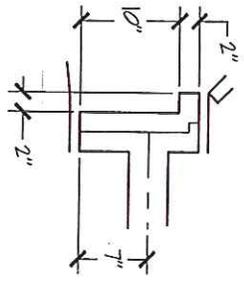
ELEVATION VIEW

DRAWN BY: A. DZANC
DATE: 2016-03-27
CHECKED BY: E. FREUND

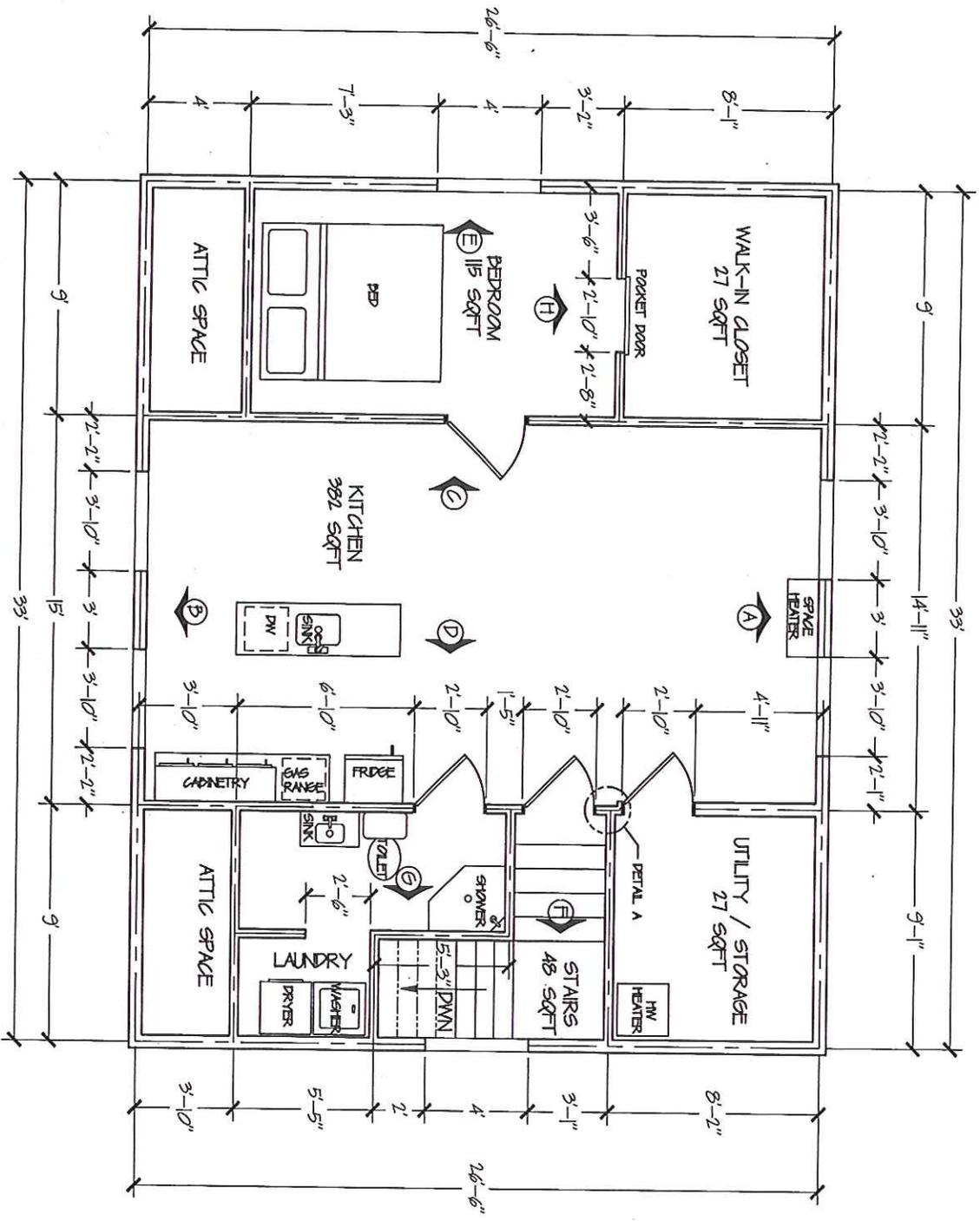
SCALE: 3/16" = 1'-0"

OUTSIDE ELEV.

T. Matthes 2253 Wilkinson Street, Kelowna BC. 250 215 8494



DETAIL A
SCALE: 1" = 1'-0"



Wingard Mechanical
 Drafting and Design

TELEPHONE: 250-867-5192
 EMAIL: info@wingardmechanical.ca
 WEBSITE: www.wingardmechanical.ca

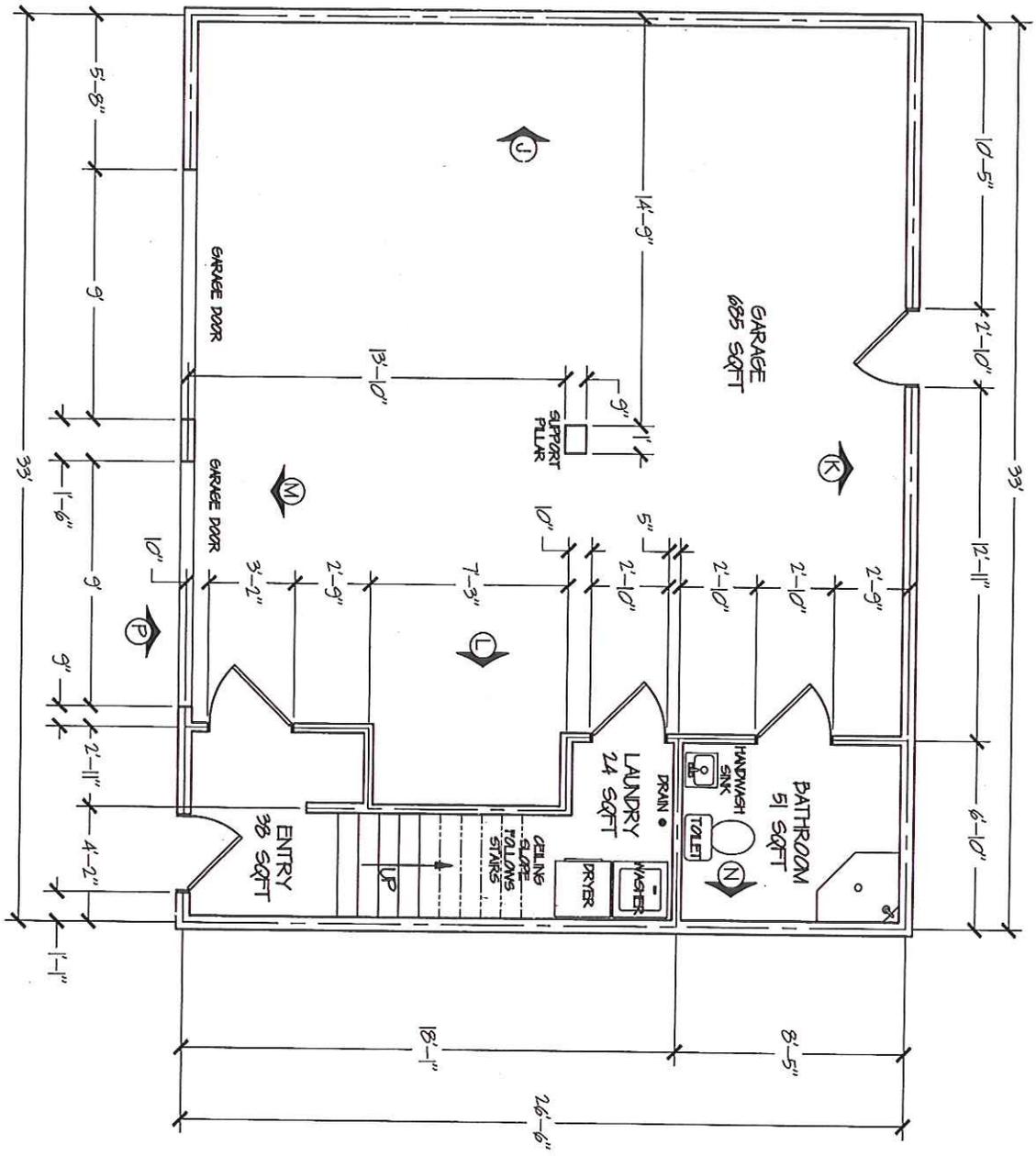
UPPER FLOOR

DRAWN BY: A. DZAKIC
 DATE: 2010-06-27
 CHECKED BY: E. FREUND

SCALE: 1/4" = 1'-0"

UPPER PLAN

T. Matthes 2253 Wilkinson Street, Kelowna BC. 250 215 8494



Virgout Mechanical
Design and Drafting

TELEPHONE: 250-801-1072
 EMAIL: info@virgoutmechanical.ca
 WEBSITE: www.virgoutmechanical.ca

LOWER FLOOR

DRAWN BY: A. DZAKIC
 DATE: 2013-03-27
 CHECKED BY: E. FREUND

SCALE: 1/8" = 1'-0"

LOWER PLAN

CITY OF KELOWNA
MEMORANDUM

Date: June 12, 2013
File No.: Z13-0025
To: Land Use Management Department (BD)
From: Development Engineering Manager
Subject: 2253 Wilkinson Street RU2 to RU2C

Development Engineering has the following requirements associated with this rezoning application.

1. Domestic Water and Fire Protection

This property is currently serviced with a 25mm-diameter PVC water service. The service will be adequate for this application. One metered water service will supply both the main residence and the suite.

2. Sanitary Sewer

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

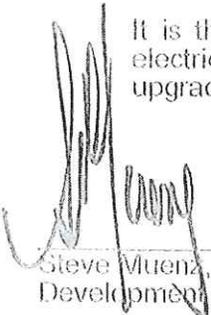
3. Development Permit and Site Related Issues

The proposed driveway must be a maximum width of 6 metres. On-site parking modules must meet bylaw requirements.

Direct the roof drains into on-site rock pits.

4. Electric Power and Telecommunication Services

It is the applicant's responsibility to make a servicing application with the respective electric power, telephone and cable transmission companies to arrange for service upgrades to these services which would be at the applicant's cost.



Steve Vtuenz, P. Eng.
Development Engineering Manager

CITY OF KELOWNA

BYLAW NO. 10874

**Z13-0025 - Sharon Elaine and Thomas William Matthes &
Caroline Mary and Carl Steve Maloney
2253 Wilkinson Street**

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 Lot 5, District Lot 136, ODYD Plan KAP89721 located on 2253 Wilkinson Street, Kelowna, B.C., from the RU2 - Medium Lot Housing zone to the RU2c - Medium Lot Housing with Carriage House zone.
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

3.0 Urban Planning Department

Urban Planning staff are supportive of the proposed rezoning to allow the subdivision of the lot and the development of a new duplex on the newly created western lot. The proposal is consistent with the Official Community Plan (OCP) Future Land Use designation for the area, and fits well within the existing neighbourhood context, as there are numerous examples of RU6 development in the immediate area.

The applicant has conducted neighbour consultation and no major issues were identified. As proposed, the application does not trigger any variances to the Zoning Bylaw; and, should the land use be supported, a Development Permit to evaluate the form and character of the proposal will be handled at a staff level.

4.0 Proposal

4.1 Background

In fulfillment of Council Policy No. 367 respecting public consultation, the applicant undertook neighbour consultation on two occasions, as described in the attached *Schedule 'A'*. No major issues were identified during consultation from neighbouring parcels.

4.2 Project Description

The subject property presently contains one single detached dwelling and accessory building on the eastern side of the lot. The applicant is proposing a rezoning of the property to RU6 - Two Dwelling Housing in order to allow the lot to be subdivided approximately in half, creating one additional lot. The existing dwelling and associated accessory building would remain on the eastern lot, and the applicant is proposing to develop a duplex on the new western lot.

Each of the lots will have public road frontage. The existing lot will front on and take access from Taylor Road, while the new lot will front on and take access from Woods Road. Parking for the existing dwelling is located in an existing carport, and a detached garage located behind the existing dwelling. For the proposed western lot, each duplex unit will be provided with a two car garage and driveway.

The proposed duplex is 2 ½ storeys in height, and features elements of craftsman-style design, such as prominent shingled gable ends, covered porches, and traditional window elements. In order to provide privacy and private open space, the rear yard is split in half using a privacy fence.

A Development Permit to evaluate the form and character and landscaping of the proposed duplex is required, and will be executed at a staff level. Should the existing dwelling ever redevelop, a separate Development Permit will be required at that time.

4.3 Site Context

The subject property is approximately 1,592 m² in area and is double-fronting, having its east lot line fronting Taylor Road, and its west lot line fronting Woods Road. The OCP designates the subject property S2RES - Single / Two Unit Residential and the lot is within the Permanent Growth Boundary.

As previously noted, the lot presently contains one single detached dwelling and a detached accessory building. In order to create the new lot line, a portion of the existing accessory building will need to be demolished.

The surrounding area is characterized principally by a mix of low density single family and duplex development. There are, however, some examples of low density multiple unit residential development and medium density single detached development.

Specifically, adjacent land uses are as follows:

Orientation	Zoning	Land Use
North	RU1 - Large Lot Housing	Single dwelling housing
East	RU6 - Two Dwelling Housing	Duplex development
South	RU6 - Two Dwelling Housing	Duplex development
West	RU1 - Large Lot Housing	Single dwelling housing

Subject Property Map: 330 Taylor Road



4.4 Zoning Analysis Table

Zoning Analysis Table		
CRITERIA	RU6 ZONE REQUIREMENTS	PROPOSAL
Existing Lot/Subdivision Regulations		
Lot Area	700 m ² (duplex)	Lot A 701.7 m ² / Lot B 890.3 m ²
Lot Width	18.0 m	Lot A 18.075 - 24.014 m / Lot B 24.014 - 29.8 m
Lot Depth	30.0 m	Lot A 33.385 m / Lot B 33.0 m
Development Regulations		
Height	9.5 m or 2 ½ storeys	Lot A 8.5 m / Lot B no change
Front Yard	6.0 m	Lot A 8.1 m / Lot B 5.8 m

Side Yard (south)	2.3 m	Lot A 2.3 m / Lot B 3.2 m
Side Yard (north)	2.3 m	Lot A 2.3 m / Lot B 5.83 m
Rear Yard	7.5 m	Lot A 7.5 m / Lot B exceeds
Other Regulations		
Minimum Parking Requirements	2 stalls / dwelling = 6 stalls	exceeds
Private Open Space	30 m ² / dwelling (duplex only)	exceeds

5.0 Current Development Policies

5.1 Kelowna Official Community Plan (OCP)

Development Process

Compact Urban Form.¹ Develop a compact urban form that maximizes the use of existing infrastructure and contributes to energy efficient settlement patterns. This will be done by increasing densities (approximately 75 - 100 people and/or jobs located within a 400 metre walking distance of transit stops is required to support the level of transit service) through development, conversion, and re-development within Urban Centres (see Map 5.3) in particular and existing areas as per the provisions of the Generalized Future Land Use Map 4.1.

Complete Suburbs.² Support a mix of uses within Kelowna's suburbs (see Map 5.1 - Urban Core Area), in accordance with "Smart Growth" principles to ensure complete communities. Uses that should be present in all areas of the City (consistent with Map 4.1 - Future Land Use Map), at appropriate locations, include: commercial, institutional, and all types of residential uses (including affordable and special needs housing) at densities appropriate to their context. Building heights in excess of four storeys will not be supported within the suburban areas, unless provided for by zoning existing prior to adoption of OCP Bylaw 10500.

Permanent Growth Boundary.³ Establish a Permanent Growth Boundary as identified on Map 4.1 and Map 5.2. The City of Kelowna will support development of property outside the Permanent Growth Boundary for more intensive use only to the extent permitted as per the OCP Future Land Use designations in place as of initial adoption of OCP Bylaw 10500, except for Agri-Business designated sites or as per Council's specific amendment of this policy. The Permanent Growth Boundary may be reviewed as part of the next major OCP update.

6.0 Technical Comments

6.1 Building & Permitting Department

- 1) Development Cost Charges (DCC's) are required to be paid prior to issuance of any Building Permits.
- 2) Operable bedroom windows required as per the 2012 edition of the British Columbia Building Code (BCBC 12).
- 3) Demolition permit required for removal of the back portion of the shed.
- 4) Permits required for the proposed suite within the main dwelling of the existing structure.
- 5) Full Plan check for Building Code related issues will be done at time of Building Permit applications.

¹ City of Kelowna Official Community Plan, Policy 5.3.2 (Development Process Chapter).

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

³ City of Kelowna Official Community Plan, Policy 5.3.1 (Development Process Chapter).

6.2 Development Engineering Department

See attached Memorandum from the Development Engineering Branch, dated July 2, 2013.

6.3 Fire Department

The proposed duplex on lot A shall be addressed off of Woods Road.

6.4 Irrigation District

See attached letter from Rutland Waterworks District, dated July 12, 2013.

6.5 FortisBC Energy

FortisBC gas division has reviewed the above mentioned application and has no concerns.

6.6 Shaw

Shaw Cable approves proposed rezoning application. Owner/Developer to supply and install an underground conduit system per Shaw Cable drawings and specifications.

6.7 Telus

TELUS has no comment regarding this application.

7.0 Application Chronology

Date of Application Received: June 17, 2013

Report prepared by:

James Moore, Land Use Planner

Reviewed by:

Danielle Noble, Manager, Urban Land Use

Approved for Inclusion:

D. Gilchrist, Divisional Director
Community Planning & Real Estate

Attachments:

Subject Property Map (1 page)

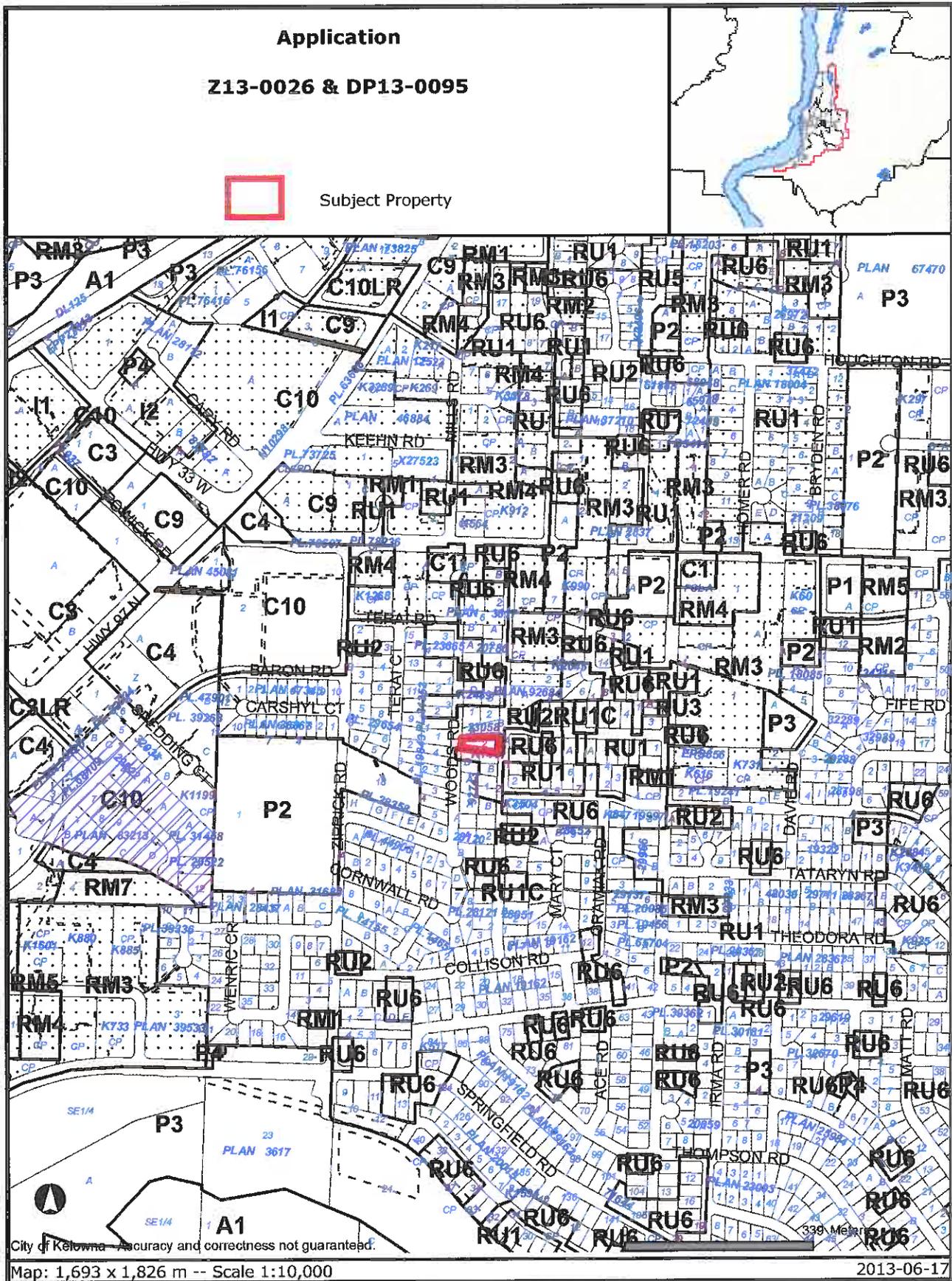
Site Plan (1 page)

Conceptual Elevations (1 page)

Development Engineering Memorandum, dated July 2, 2013 (4 pages)

Letter from Rutland Waterworks District, dated July 12, 2013 (2 pages)

Schedule 'A' - Description of Public Consultation (4 pages)

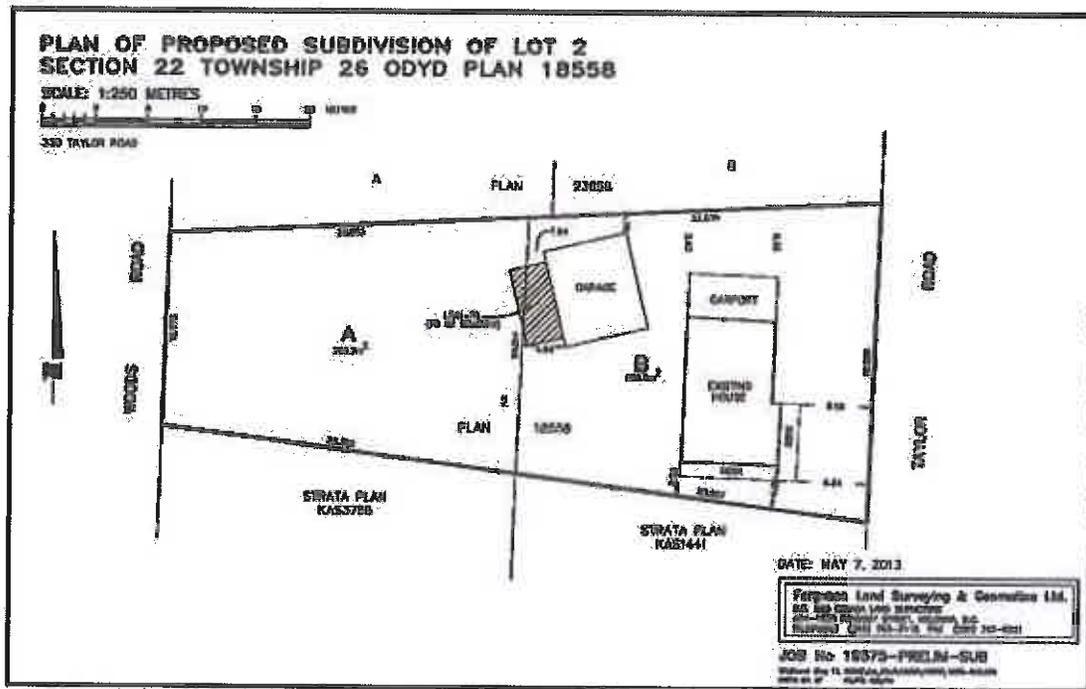


Certain layers such as lots, zoning and dp areas are updated bi-weekly. This map is for general information only.
The City of Kelowna does not guarantee its accuracy. All information should be verified.

Aerial Photograph (Subject property highlighted in blue)



Preliminary Layout Plan for New Lot

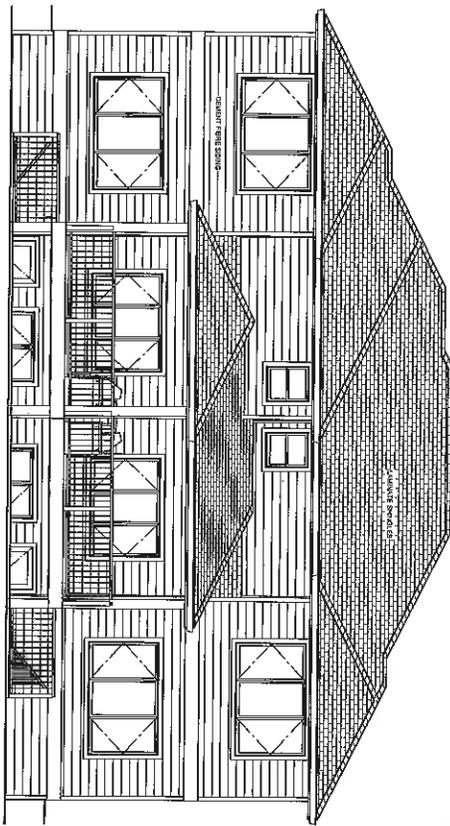


I hope the above information gives you an idea of what we are proposing for this property. We look forward to enhancing the neighbourhood.

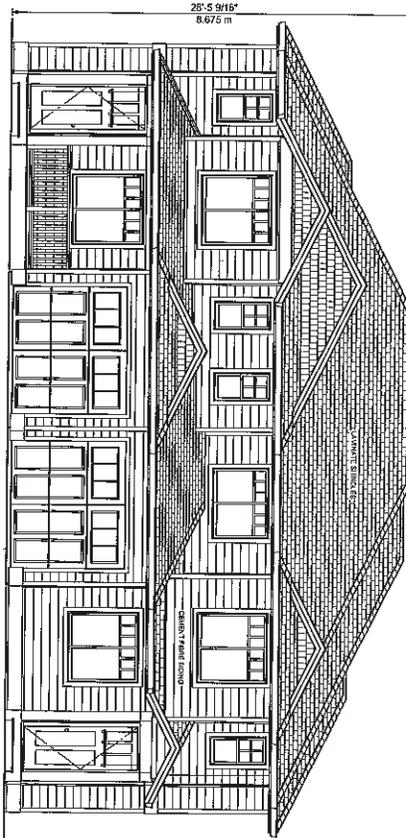
If you have any questions, please don't hesitate to call us at 250-860-8821.

Thanks Brad & Robin Farrell

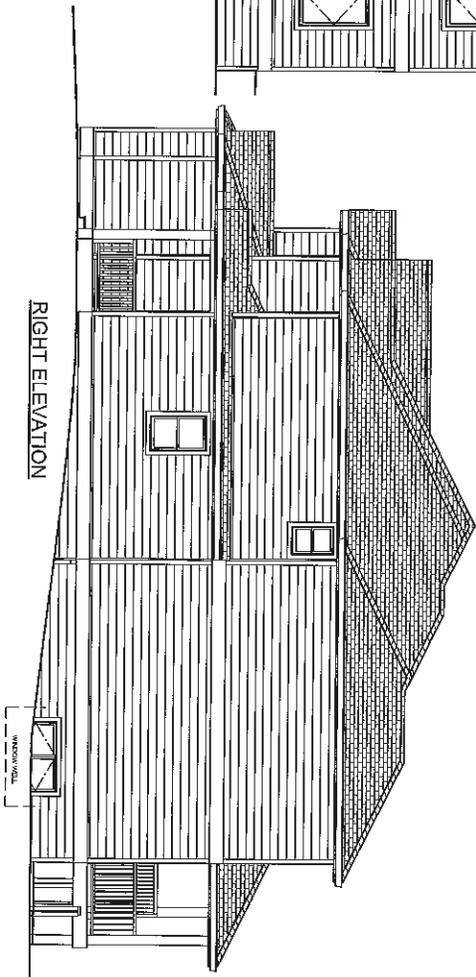
REAR ELEVATION



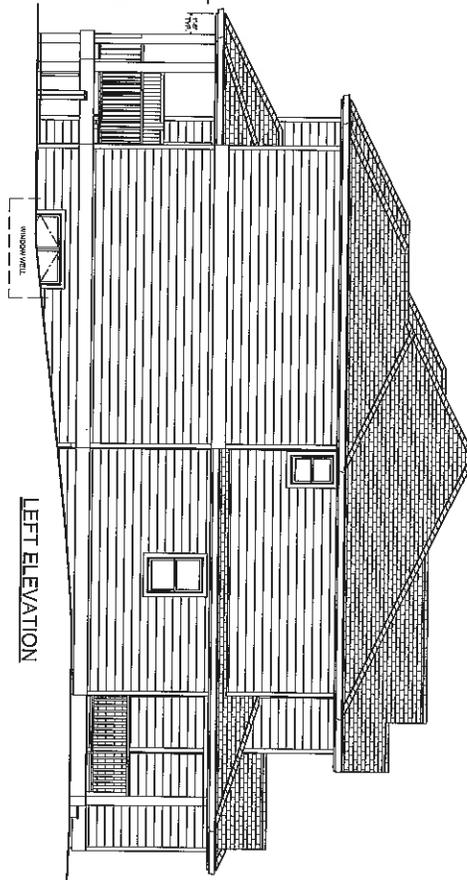
FRONT ELEVATION



RIGHT ELEVATION



LEFT ELEVATION



MULLINS
DRAFTING & DESIGN
1964 Dayton Street
Kelowna BC V1Y 7W6
Bus: (250) 717-3415
Cell: (250) 258-7819
e-mail: mullinsdrafting@shaw.ca

PROPOSED PROJECT FOR

LOT #2-A
WOODS ROAD
KELOWNA BC

BRAD FARRELL
COMFORT CRAFTED HOMES

SCALE: 1/4" = 1'

DATE: JUN-19-2013

SHEET NUMBER

2/5

CITY OF KELOWNA
MEMORANDUM

Date: July 02, 2013
File No.: S13-0025
To: Approving Officer (SG)
From: Development Engineering Manager (SM)
Subject: Subdivision Application – PLR Requirements

LOCATION: 330 Taylor Road	ZONE: See file Z13-0026 (RU6)
APPLICANT: Comfort Crafted Homes	
LEGAL: Lot 2, Section 22, Township 26, ODYD, Plan 18558	

WORKS AND SERVICES REQUIREMENTS

The Development Engineering branch will handle the Works & Services requirements identified below between time of Preliminary Layout Review (PLR) and application for Subdivision Approval. Arrangements for construction must be made before making application for Approval of a subdivision plan. The Development Engineering Technician for this project is Bernard Burgat.

The following Works & Services are required for this subdivision:

.1) General

- a) This application was submitted in conjunction with rezoning application Z13-0026. The financial requirements identified in this subdivision application must be satisfied prior to the adoption of the zone amending Bylaw.

.2) Geotechnical Report

We recommend that a comprehensive geotechnical study be undertaken over the proposed building site. The geotechnical study should be undertaken by a Professional Engineer or a Geoscientist competent in this field. This study should analyse the soil characteristics and suitability for development of the requested zoning. As well, the study should address drainage patterns including the identification of ground water and the presence of any springs and the suitability of the lands for disposal of site generated storm drainage. In addition this study must describe soil sulphate contents, the presence or absence of swelling clays and the recommendation for construction over the decommissioned sewage disposal field.

.3) Water

- a) The property is located within the Rutland Waterworks District (RWD) service area.
- b) Arrange for individual lot connections before submission of the subdivision plan; including payment of connection fees (provide copy of receipt).
- c) The RU6 zone requires two water services per lots as per current Bylaws and Policies.

.4) Sanitary Sewer

- a) The property is located within Specified Area # 23 and in accordance with the City of Kelowna current policy, the specified charges for both lots will have to be cash commuted to an RU6 equivalent. Each duplex lots is assessed 1.4 Single Family Equivalent (SFE). The amount of the charge is computed as follows $2 \text{ lots} \times 1.4 = 2.8 \text{ units}$ less 1 Unit prepaid in 2008 results to a net 1.8 Unit owing. The current pay out charge is **\$7,049.61**, therefore the total Specified Area charge for both lots is **\$12,689.30** (valid until March 31, 2014)
- b) Both properties are serviced with by the Municipal Wastewater Collection system.

.5) Drainage

- a) The Subdivision, Development and Servicing Bylaw requires that each lot be provided with an individual connection; however, the City Engineer may permit use of individual ground water disposal systems, where soils are suitable and where the storm sewer has not yet been installed or does not have a positive discharge outlet. For on-site disposal of drainage water, a hydrogeotechnical report will be required complete with a design for the disposal method (i.e. trench drain / rock pit). The Lot Grading Plan must show the design and location of these systems for each lot.
- b) Provide a detailed Lot Grading Plan showing the Minimum basement elevations.

.6) Roads

- a) Taylor Road must be upgraded to a full urban standard including curb and gutter, sidewalk, piped storm drainage system, fillet pavement, street lights, adjustment and/or re-location of existing utility appurtenances (if required) to accommodate this construction. The cost is estimated at **\$12,900.00** and is inclusive of a bonding escalation.
- b) Woods Road must be upgraded to a full urban standard including curb and gutter, sidewalk, piped storm drainage system, fillet pavement, street lights, adjustment and/or re-location of existing utility appurtenances (if required) to accommodate this construction. The cost is estimated at **\$7,700.00** and is inclusive of a bonding escalation.

- c) Grade the fronting road boulevards in accordance with the standard drawing and provide a minimum of 50 mm of topsoil. Major cut/fill slopes must start at the property lines.

.7) Power and Telecommunication Services and Street Lights

- a) The existing area is served by overhead wiring, the service connections may be provided overhead provided that there are no new poles required and service trespasses will not be created. If either of these conditions are not satisfied, then underground service will be required for the new lot.
- b) Before making application for approval of your subdivision plan, please make arrangements with FortisBC for the pre-payment of applicable charges and tender a copy of their receipt with the subdivision application.
- c) Make servicing applications to the respective Power and Telecommunication utility companies. The utility companies are required to obtain the City's approval before commencing construction.
- d) Remove aerial trespass(es)

.8) Design and Construction

- a. Design, construction supervision and inspection of all off-site civil works and site servicing must be performed by a Consulting Civil Engineer and all such work is subject to the approval of the City Engineer. Drawings must conform to City standards and requirements.
- b. Engineering drawing submissions are to be in accordance with the City's "Engineering Drawing Submission Requirements" Policy. Please note the number of sets and drawings required for submissions.
- c. Quality Control and Assurance Plans must be provided in accordance with the Subdivision, Development & Servicing Bylaw No. 7900 (refer to Part 5 and Schedule 3).
- d. A "Consulting Engineering Confirmation Letter" (City document 'C') must be completed prior to submission of any designs.
- e. Before any construction related to the requirements of this subdivision application commences, design drawings prepared by a professional engineer must be submitted to the City's Works & Utilities Department. The design drawings must first be "Issued for Construction" by the City Engineer. On examination of design drawings, it may be determined that rights-of-way are required for current or future needs.

.9) Servicing Agreements for Works and Services

- a. A Servicing Agreement is required for all works and services on City lands in accordance with the Subdivision, Development & Servicing Bylaw No. 7900. The applicant's Engineer, prior to preparation of Servicing Agreements, must provide adequate drawings and estimates for the required works. The Servicing Agreement must be in the form as described in Schedule 2 of the bylaw.

- b. Part 3, "Security for Works and Services", of the Bylaw, describes the Bonding and Insurance requirements of the Owner. The liability limit is not to be less than \$5,000,000 and the City is to be named on the insurance policy as an additional insured.

.10) Other Engineering Comments

Provide all necessary Statutory Rights-of-Way for any utility corridors required.

.11) Charges and Fees

- a) Development Cost Charges (DCC's) are payable
- b) None of the Works & Services required are items included in the DCC calculations and therefore not eligible for DCC credits.
- c) Fees per the "Development Application Fees Bylaw" include:
- d) Survey Monument Fee: **\$50.00** per newly created lot (GST exempt).
- e) Engineering and Inspection Fee: 3% of construction value (plus GST).
- f) A hydrant levy charge of **\$250.00** per new lot created.

.12) Bonding and Levies Summary

a) Performance Bonding

Taylor Road frontage upgrade	\$ 12,900.00
Wood Road frontage upgrade	\$ 7,700.00

Note that the applicant is not required to do the construction. The construction can be deferred and the City will initiate the work later at its own construction schedule, the cash contribution would be reduced to **\$17,821.00** (\$11,138 for Taylor Road and \$6,683 for Wood Road) Eng. and Admin. Fee would be waived.

b) Levies

Specified Area #23 charge	\$12,689.30
Engineering and Administration fee	\$ 592.50

Steve Muenz, P.Eng.
Development Engineering Manager

B²



Rutland
WATERWORKS DISTRICT

106 – 200 Dougall Road North
Kelowna, BC V1X 3K5
www.rutlandwaterworks.com

p: (250) 765-5218
f: (250) 765-7765
e: info@rutlandwaterworks.com

July 12, 2013

Melven and Sharon Andruchow
330 Taylor Road
Kelowna BC V1X 4G2

RE: Zoning and DP 330 Taylor Rd Plan 18558, Lot 2 RWD File # 13/02 City of Kelowna File # S13-0025 & Z13-0026, DP13-0095

In response to requests regarding the above noted development RWD comments are as follows:

Original lot to be subdivided into two lots, one to access off Taylor the other off Woods. A duplex will be constructed on the Woods portion and will be stratified requiring two new services. (One for each side of duplex.)

Existing home on 330 Taylor with proposed legal suite and possibly duplex in future will require an upgraded service to 1" from the existing ¾"

1. Capital Expenditure Charges for proposed development (Subdivision, construction of duplex)	\$4,400.00
2. Estimate to install two new 1" services	1,500.00
3. Estimate to install upgraded 1" service	<u>900.00</u>
Total Fees Payable	<u>\$6,800.00</u>

These fees are payable to Rutland Waterworks District, upon receipt of payment a Water Certificate letter will be issued. The connection fees are an estimate/deposit; upon completion of the works, should there be a refund or additional costs outstanding these shall be adjusted prior to water service commencement.

Melven and Sharon Andruchow
330 Taylor Road
Kelowna BC V1X 4G2
Page 2

Please contact our office in due course for scheduling and installation of these works.

Should you have any questions or require further information, please contact the undersigned.

Sincerely,

A handwritten signature in black ink, appearing to read 'Pete Preston', written over a faint red line.

Pete Preston
General Manager

c. City of Kelowna (Planning Department)

SCHEDULE 'A'

City of Kelowna

Attention: **James Moore**, MCIP, RPP

Dear James,

As requested this letter will outline efforts we made to canvass the neighbourhood within 50 metres of 330 Taylor Road, Kelowna, B.C. regarding our proposed rezoning to allow for a duplex. We went out Saturday May 25th during the day and again Tuesday May 28th in the evening. We canvassed all the properties affected within 50 meters and included a few houses slightly outside the range as well. We had an information letter of four pages which was given to those who wanted to read it. The majority of people were indifferent, did not want to read anything or expressed no opinion. There were no significant issues raised by people we met other than one neighbour voiced his concern for construction activity which would make the street busier for several months. Many of the people were either not available or renters. We feel that this was an acceptable level to consult with our neighbors regarding our proposal.

Regards,



Brad Farrell
Comfort Crafted Homes Inc.

Box 30001 RPO Glenpark
Kelowna, B.C.
Canada, V1V 2M4

Office: 250.861.3101
Cell: 250.862.2299
Fax: 250.979.0094
Email: comfortcrafted@shaw.ca

Hi,

Our name is Brad & Robin Farrell. We have purchased 330 Taylor Road and are proposing to rezone the property from RU1 to Ru6 in order to build a strata titled duplex in keeping with other RU6 properties in the immediate subject neighbourhood. Part of the rezoning process and stipulated by the City of Kelowna is to tell the neighbours what we are doing.

The exterior of the duplex will be neutral colors, 1 1/2 to 2 storey in design with a partially inground basement. The height will not exceed the property to the south.

To give you a little information on us. Brad was born in Kelowna, graduated from Rutland Senior Secondary and lived in Rutland for 20 years. We therefore look forward to enhancing this neighbourhood.

The following photos are examples of other duplex's in the Rutland South District and provide an indication of what our duplex will look like.

FRONT ELEVATION – 710 RUSTON ROAD



Vinyl siding. Possibly some cult.stone

REAR ELEVATION – 710 RUSTON ROAD



Basement partially out of the ground.

FRONT ELEVATION OF NEXT DOOR PROPERTY



Next door house – We will have increased wood trim around the windows.

CITY OF KELOWNA
BYLAW NO. 10881
Z13-0026 - Comfort Crafted Homes Inc. No. BC0723458
330 Taylor Road

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 Lot 2, Section 22, Township 26, ODYD, Plan 18558 located on 330 Taylor Road, Kelowna, B.C., from the RU1 - Large Lot Housing zone to the RU6 - Two Dwelling Housing zone.
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

Approved under the Transportation Act

(Approving Officer-Ministry of Transportation)

Adopted by the Municipal Council of the City of Kelowna this

Mayor

City Clerk

this time given that the subject property is not currently connected to community sewer or water.

As the subject property will remain zoned A1, the proposed development will require a variance to site coverage regulations. While site coverage is an issue in the A1 zone, it would not be an issue with the RR3 or RU1 zones (which are more consistent with the property size). Both the Development Engineering Branch and Interior Health have flagged onsite wastewater disposal as a potential concern, especially given the proposed site coverage variance. The applicants/owners have been advised of this concern and accept the risk that the dwelling may not be able to be constructed as proposed. Land Use staff are however satisfied that the Building Permit provides a satisfactory checkpoint to ensure that a sewage system can be adequately developed within the remainder of the property.

The applicant is also seeking a variance with respect to the height of the proposed new principal dwelling. This height variance would be required in any of the above mentioned zones. The two variances are expected to be dealt with under a separate application (i.e. Development Variance Permit (DVP)) which will be considered by Council in the near future.

The applicant and owners have been very responsive to staff direction with respect to legalizing the existing non-conforming carriage house and attempts to rezone to a more appropriate zone. As the property is lakefront, consideration of natural environment features was important. While the former owners heavily developed within the 15.0 metre Riparian Management Area with a number of buildings (e.g. carriage house), structures (cabanas), patios/walkways, and large dock structure, the new owners have committed to a small area of restoration near the foreshore within the Riparian Management Area. While staff would ideally like to see the environmentally sensitive lakeshore free of development, staff recognize the grandfathering of these structures.

Overall, staff are supportive of the proposed rezoning and development. While the Riparian Management Area will not conform to current regulations, the minor restoration will be a net benefit. In addition to the DVP which must be authorized by Council, a Natural Environment Development Permit (DP) with respect to the Riparian Management Area and Hazardous Conditions (i.e. steep slopes) will need to be issued at the staff level.

4.0 Proposal

4.1 Background

The subject property is a large lot residential development in an urban/rural interface area of Kelowna. At the top of slope is the principal dwelling which the owners are proposing to replace. In addition, a lakeside beach house (i.e. carriage house) along with two cabanas and a shed have been developed along the lake foreshore. One cabana and portions of the 2nd cabana and existing carriage house are located within the 15 metre Riparian Management Area.

The history of the development of the existing non-conforming carriage house is unclear. However, the previous owners signed an affidavit that the carriage house would not be used as a rental dwelling, but would be for the sole use of the family. As the structure did and does contain a kitchen, the structure is treated as a dwelling unit by staff. As a result, the property must be rezoned prior to the demolition of the existing principal structure.

4.2 Project Description

The applicants are proposing to replace an existing principal dwelling. The subject property is in a sensitive lakeside location with steep slopes thought to exceed 45% in one portion, though the proposed development is in a much flatter location near the top-of-slope.

The demolition of the existing dwelling triggers the need to rezone the property to legalize an existing non-conforming structure in the form of a lakeside carriage house. The redevelopment of the non-conforming A1 property requires a variance to the site coverage prior to construction.

The proposed dwelling takes advantage of the hillside topography with a three storey walk-out on the western face (permitted for the walk-out portion), but from a regulatory perspective, determined to be a four storey structure overall. As the dwelling is considered to be four storeys the proposed dwelling will also require a height variance.

The project compares to Zoning Bylaw No. 8000 as follows:

Zoning Analysis Table		
CRITERIA	A1c ZONE REQUIREMENTS	PROPOSAL
Existing Lot/Subdivision Regulations		
Lot Area	40,000 m ²	2,460 m ² ❶
Lot Width	40.0 m	31.9 m ❶
Development Regulations		
Site Coverage	10 %	22.5 % ❷
Height	9.5 m / 2-1/2 storeys	11.52 m / 4 storeys ❸
Height (walk-out)	12.0 m / 3 storeys	11.52 m / 4 storeys ❸
Front Yard	6.0 m	6.11 m
Side Yard (south)	3.0 m	8.89 m
Side Yard (north)	3.0 m	3.06 m
Rear Yard/Carriage House	10.0 m/3.0m	40.82 m
Other Regulations		
Minimum Parking Requirements	3 stalls	3 stalls
Private Open Space	30 m ²	+ 30 m ²
Okanagan Lake Sightlines	120°	120°
❶ Indicates an existing non-conformance. ❷ Indicates a variance to site coverage regulations is necessary. ❸ Indicates a variance to height regulations is required.		

4.3 Site Context

The subject property is lakefront, located in the Southwest Mission in a relatively rural, agricultural setting with relatively small rural residential lots to the north and south. Adjacent land uses are as follows:

Orientation	Zoning	Land Use
North	A1 - Agriculture	Rural Residential
East	A1 - Agriculture	Orchard
South	A1 - Agriculture	Rural Residential
West	W1 - Recreational Water Use	Okanagan Lake

Subject Property Map: 4770 Crighton Road



5.0 Current Development Policies

5.1 Kelowna Official Community Plan (OCP)

Residential Land Use Policies

Sensitive Infill.¹ Encourage new development or redevelopment in existing residential areas to be sensitive to or reflect the character of the neighbourhood with respect to building design, height and siting.

Carriage Houses & Accessory Apartments.² Support carriage houses and accessory apartments through appropriate zoning regulations.

6.0 Technical Comments

6.1 Building & Permitting Department

1. This is a four storey building, refer to the building code for defined solutions (fire separations).
2. A minimum Geodetic Elevation of 343.66 is required for all habitable spaces.
3. A Demolition Permit is required for the existing structure.
4. Geotechnical report and schedules required for any fill that will be placed to support the new structure(s).
5. No floor plans were provided to establish compliance commentary within the proposed dwelling structure. We will provide commentary once floor plan drawings are available to review.
6. Full Plan check for Building Code related issues will be done at time of Building Permit applications

¹ City of Kelowna Official Community Plan, Policy 5.22.6 (Development Process Chapter).

² City of Kelowna Official Community Plan, Policy 5.22.12 (Development Process Chapter).

6.2 Development Engineering Department

See attached.

6.3 Interior Health

See attached.

6.4 Fire Department

No concerns.

6.5 Fortis BC, Gas

The existing gas service line will need to be abandoned / renewed to accommodate the new house / garage.

6.6 Fortis BC, Electric

There are primary underground electrical distribution facilities along Crighton Road. The applicant is responsible for costs associated with servicing the proposed development as well as the provision of appropriate land rights where required.

7.0 Application Chronology

Date Application Received: July 9, 2013

Report prepared by:

Greg Sauer, Land Use Planner

Reviewed by:

Todd Cashin, Manager, Environment & Land Use

Approved for Inclusion:

Shelley Gambacort, Director, Subdivision, Agriculture & Environment

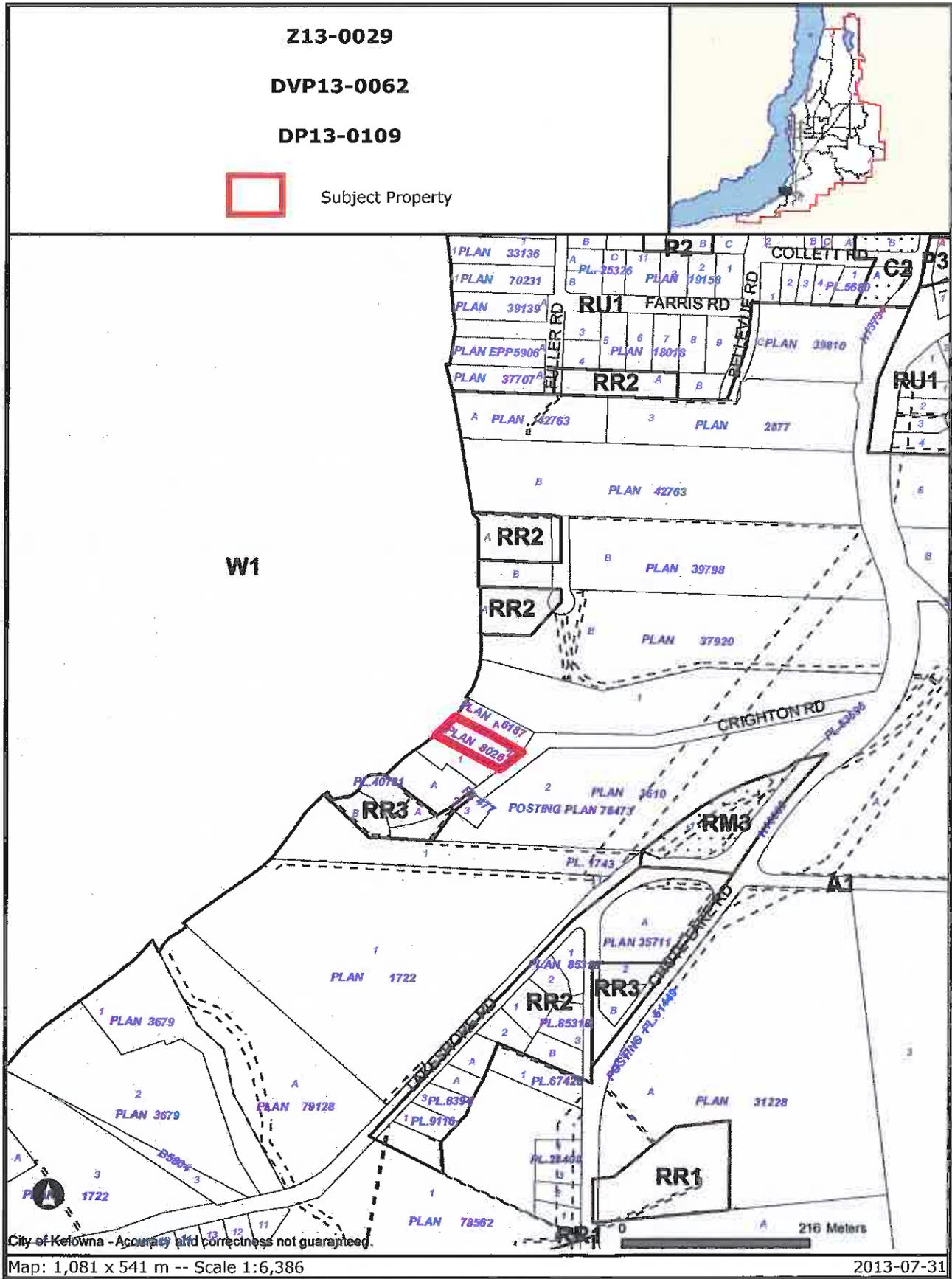
Attachments:

Subject Property Map

Site Plan

Development Engineering Comments

Interior Health Comments



City of Kelowna - Accuracy and correctness not guaranteed.

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.

CITY OF KELOWNA
MEMORANDUM

Date: July 25, 2013
File No.: Z13-0029

To: Land Use Management Department (GS)

From: Development Engineering Manager (Revised Comments)

Subject: 4770 Crighton Road Lot 2 Plan 8026 A1 to A1c

Development Engineering Services have the following requirements associated with this rezoning application;

1. Domestic Water and Fire Protection

This property is not currently within the Municipal service area. Domestic water is presently supplied by a private lake intake system.

2. Sanitary Sewer

This property is currently not within the municipal service area. Sanitary sewage is to be handled by an on-site sewage disposal system.

Water and sanitary servicing will be reviewed by Interior Health Authority as well as Building & Permitting.

Development Engineering recommends that the applicant obtains confirmation from a Wastewater Practitioner, that a system can be designed and constructed to accommodate the proposed dwelling as well as the carriage house.

3. Electric Power and Telecommunication Services

If the existing area is served by overhead wiring, the service connections may be provided overhead provided that there are no new poles required and service trespasses will not be created. If either of these conditions is not satisfied, then underground service will be required for that lot.

Make servicing applications to the respective Power and Telecommunication utility companies. The utility companies are required to obtain the City's approval before commencing construction.

Steve Muenz, P. Eng.
Development Engineering Manager



Interior Health

July 26, 2013

City of Kelowna
Land Use Management
1435 Water Street
Kelowna, BC V1Y 1J4

Re: Z13-0029 & DP13-0109 – 4770 Crighton Rd.

We have reviewed the above captioned rezoning and development and offer the following comments:

- It appears from the diagrams presented that the proposed buildings and associated infrastructure covers a considerable portion of the lot. Reducing area to contain sewerage dispersal areas.
- We note sloping topography from Crighton Road to Okanagan Lake. This, coupled with required setbacks from the lake and any wells placed on this or neighbouring properties, may limit the available areas for sewerage dispersal areas.

The City of Kelowna may wish to confirm there is sufficient area to contain current & future (replacement) sewerage systems, and allowance of setbacks from these installations as necessary. If Type 2 or Type 3 sewerage systems are proposed, the City may wish to ensure a bylaw addresses the continued maintenance and operation of the sewerage system to protect the lake and surrounding water supplies.

Sincerely

David Butt
Registered Environmental Health Officer
Health Protection

All information and correspondence can be sent to HBE@interiorhealth.ca Please note the file number in the subject line to ensure prompt service.

Additional information on land development can be found on our website:
<http://www.interiorhealth.ca/YourEnvironment/LandDevelopment/Pages/default.aspx>

CITY OF KELOWNA
BYLAW NO. 10882
Z13-0029 - Donald Cowie and Varina Russell
4770 Crighton Road

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 Lot 2, Section 25, Township 28, ODYD, Plan 8026 located on 4770 Crighton Road, Kelowna, B.C., from the A1 - Agriculture 1 zone to the A1c - Agriculture 1 with Carriage House zone.
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

Section 2.12.2 of the Procedure Bylaw makes provision that upon written request by the applicant prior to the lapse of the application, **Council** may extend the deadline for a period of twelve (12) months by passing a resolution to that affect.

By-Law No. 10738 received second and third readings on Tuesday, August 7th, 2012 after the Public Hearing held on the same date. The applicant wishes to have this application remain open for an additional twelve (12) months in order to secure the finance costs to meet site servicing requirements. This project remains unchanged and is the same in all respects as originally applied for.

The Urban Planning Department recommends Council consider the request for an extension favourably.

Report prepared by:

Birte Decloux, Land Use Planner

Reviewed by:

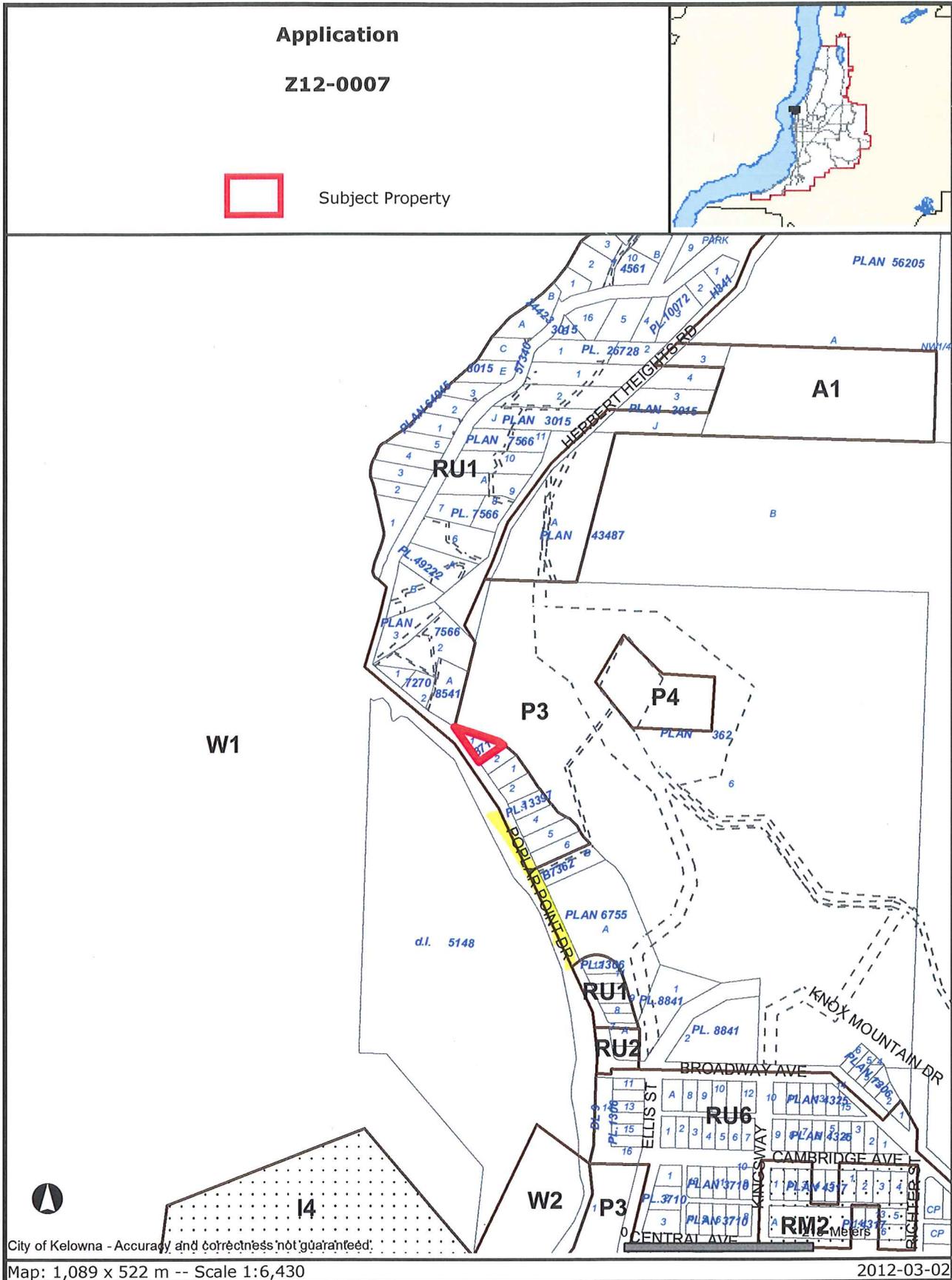
Danielle Noble, Manager, Urban Planning

Approved for Inclusion

Doug Gilchrist, Divisional Director, Community Planning and Real Estate

Attachments:

Site Plan



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.

CITY OF KELOWNA
BYLAW NO. 10325
Z10-0013 – Terry Oxley and Maria Borsato
546 McWilliams Road

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 Lot 7, Section 26, Township 26, ODYD, Plan 29389 located on McWilliams Road, Kelowna, B.C., from the RU1 – Large Lot Housing zone to the RU1s – Large Lot Housing with Secondary Suite zone.
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 20th day of April, 2010.

Considered at a Public Hearing on the 18th day of May, 2010.

Read a second and third time by the Municipal Council this 18th day of May, 2010.

Adopted by the Municipal Council of the City of Kelowna this

Mayor

City Clerk

CITY OF KELOWNA

BYLAW NO. 10806

Official Community Plan Amendment No. OCP12-0009 - Allan, Donald, Heidi-Sabine, Amy, Angelica and Gordon Kirschner 2980 Gallagher Road

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 a portion of Lot 1, Sections 12 and 13, Township 26, and Sections 7 and 18, Township 27, ODYD, Plan KAP71697, Except Plans KAP84278, KAP86315, KAP86363 and KAP88598, located on Gallagher Road, Kelowna, B.C., from the Multiple Unit Residential (Low Density) designation to the Major Park and Open Space (public) designation, from the Multiple Unit Residential (Low Density) designation to the Single / Two Unit Residential - Hillside designation, from the Single / Two Unit Residential designation to the Major Park and Open Space (public) designation, from the Single / Two Unit Residential designation to the Single / Two Unit Residential - Hillside designation, from the Single / Two Unit Residential designation to the Multiple Unit Residential (Low Density) designation, from the Single / Two Unit Residential - Hillside designation to the Major Park and Open Space (public) designation, from the Single / Two Unit Residential - Hillside designation to the Multiple Unit Residential (Low Density) designation, Major Park and Open Space (public) designation to the Single / Two Unit Residential - Hillside designation, from the Major Park and Open Space (public) designation to the Multiple Unit Residential (Low Density) designation, from the Major Park and Open Space (public) designation to the Single / Two Unit Residential designation, as shown on Map "A" attached to and forming part of this bylaw;
2. AND THAT pursuant to Section 882 of the *Local Government Act*, each reading of this bylaw receive an affirmative vote of a majority of all members of the Council;
3. This bylaw shall come into full force and effect and is binding on all persons as and from the date of adoption.

Read a first time by the Municipal Council this 18th day of February, 2013.

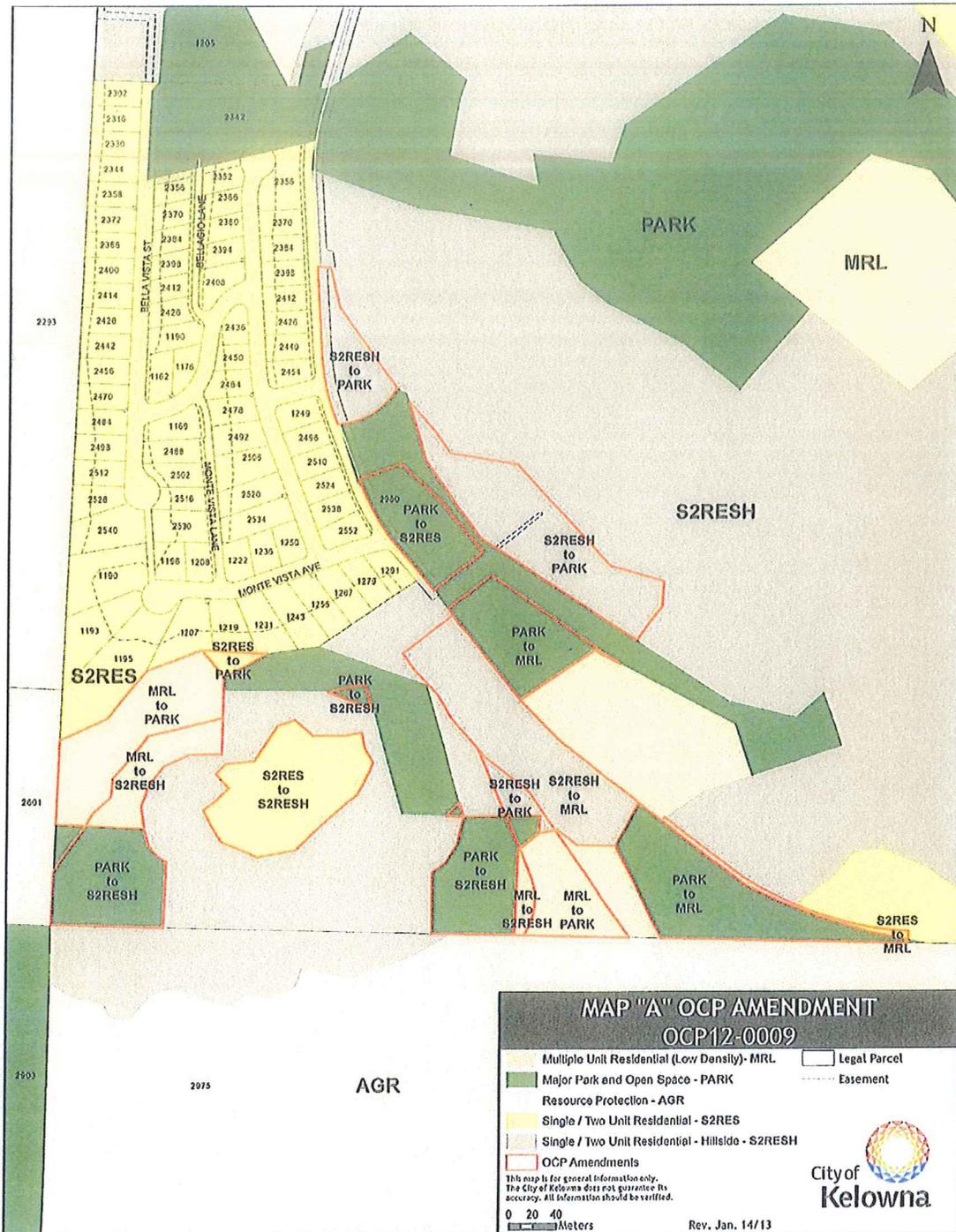
Considered at a Public Hearing on the 12th day of March, 2013.

Read a second and third time by the Municipal Council this 12th day of March, 2013.

Adopted by the Municipal Council of the City of Kelowna this

_____ Mayor

_____ City Clerk



CITY OF KELOWNA

BYLAW NO. 10807

**Z12-0055 - Allan, Donald, Heidi-Sabine, Amy, Angelica and
Gordon Kirschner
2980 Gallagher Road**

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 Part of Lot 1, Sections 12 and 13, Township 26, and Sections 7 and 18, Township 27, ODYD, Plan KAP71697, Except Plans KAP84278, KAP86315, KAP86363 and KAP88598 located on Gallagher Road, Kelowna, B.C., from the P3 - Parks and Open Space zone and the A1 - Agriculture 1 zone to the RU1h - Large Lot Housing (Hillside Area) zone as shown on 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 18th day of February, 2013.

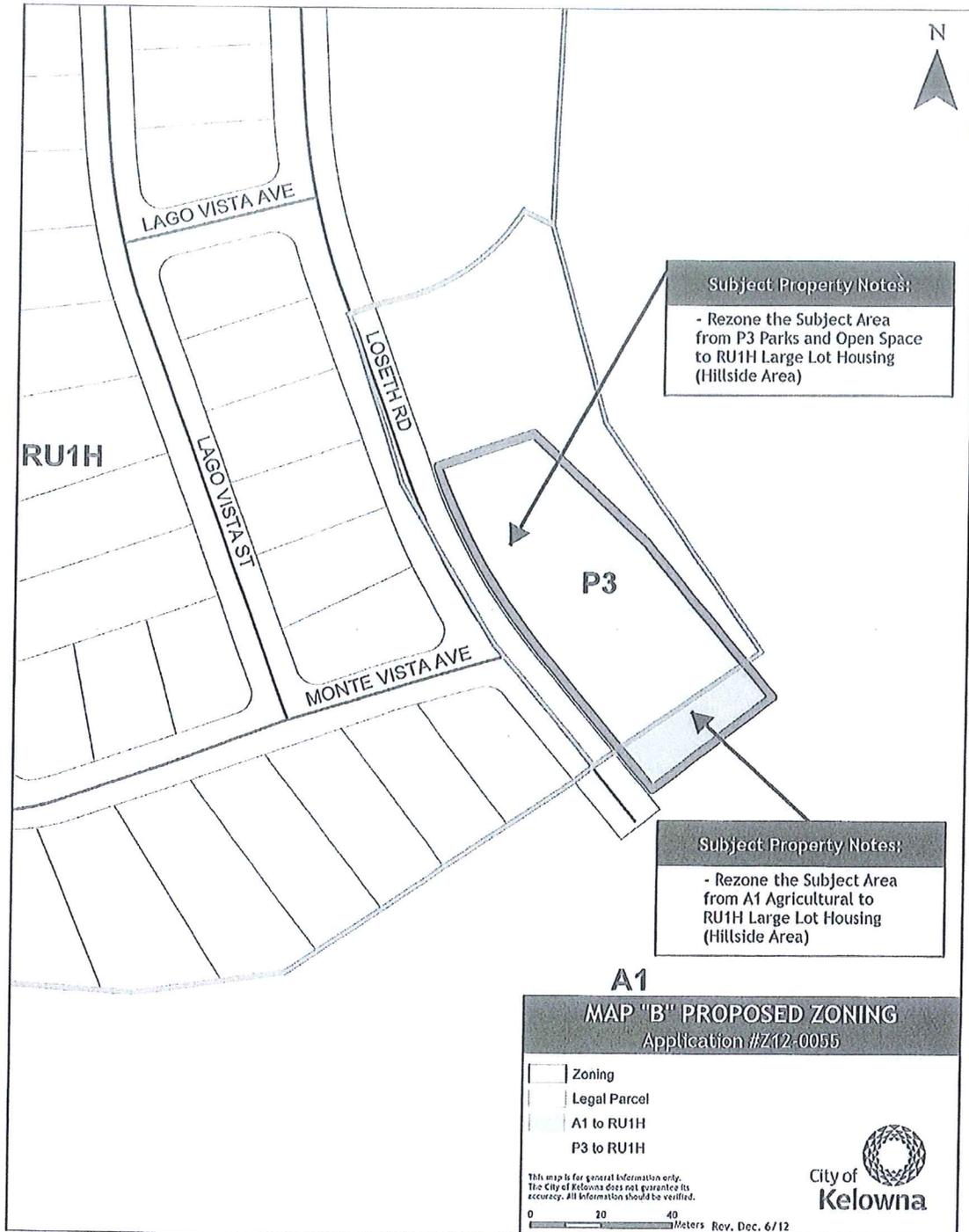
Considered at a Public Hearing on the 12th day of March, 2013.

Read a second and third time by the Municipal Council this 12th day of March, 2013.

Adopted by the Municipal Council of the City of Kelowna this

Mayor

City Clerk



Report to Council



Date: August 1, 2013
Rim No. 1140-50
To: City Manager
From: Ron Forbes, Manager, Property Management
Subject: [Title]

Report Prepared by: T. Abrahamson, Property Officer

Recommendation:

THAT Council approves the City entering into a one (1) year Lease Agreement, with Cota Top Coat Sealing Ltd., for the purpose of storage on City-owned property, being 1175 & 1185 St. Paul Street (Lots A and B, Plan KAP63401), with no further option to renew, in the form attached to the Report of the Manager, Property Management, dated August 1, 2013;

AND THAT the Mayor and City Clerk be authorized to execute all documents associated with the Lease Agreement.

Purpose:

To obtain Council endorsement to enter into a one (1) year bareland Lease Agreement with Cota Top Coal Sealing Ltd. ("Cota") for storage purposes.

Background:

In November 2010, the City purchased property from Canada Lands for a future emergency services center. While awaiting redevelopment, the Property Management branch advertised vacant parcels for short-term leases, which were marketed by Colliers International.

Cota occupies land to the north of the subject property at 1123 St. Paul Street. Cota operates an asphalt sealing company and had previously leased the subject property for a one (1) year term expiring August 31, 2012. Cota has since determined that additional storage space is required and has requested a lease on the same terms and conditions as the previous lease with the exception of no right of renewal.

Staff have been informed by the RCMP Design Team that the bareland lease will not detrimentally affect the future development of the RCMP facility. The lease represents fair market value for vacant land for the purpose of yard storage.

Internal Circulation:

Planner Specialist, Infrastructure Planning
Manager, Parks & Public Places

Legal/Statutory Authority:

Section 26(3) of the Community Charter

Legal/Statutory Procedural Requirements:

Disposition must be published in a weekly newspaper for two (2) consecutive weeks and posted on the public notice posting place.

Considerations not applicable to this report:

Existing Policy:

Financial/Budgetary Considerations:

Personnel Implications:

External Agency/Public Comments:

Communications Comments:

Alternate Recommendation:

In light of the above, the Real Estate department request Council's endorsement of this Lease Agreement.

Submitted by:

Ron Forbes, RPA
Manager, Property Management

Approved for inclusion:



Derek Edstrom, Director, Real Estate

cc: K. Bouw, Planner Specialist
K. Grayston, Director, Financial Services
T. Barton, Manager, Parks & Public Places

Attachments:

Lease which includes Subject Property Map

DOCUMENT APPROVAL			
Facility Lease			
Cir.	Dept.	Date	Int.
	RE&BS		

BETWEEN:

THE CITY OF KELOWNA, a municipal corporation having
offices at 1435 Water Street, Kelowna, B.C. V1Y 1J4

(the "Landlord")

OF THE FIRST PART

AND:

COTA TOP COAT SEALING LTD., a corporation have its offices
at 1532 Ayre Court, Kelowna, B.C. V1Y 8Z3

(the "Tenant")

OF THE SECOND PART

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6. Landlord's Covenants
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9. Utilities and Additional Services
10. Licenses, Assignments and Subletting
11. Fixtures and Improvements
12. Insurance and Liability
13. Environmental Matters
14. Subordination, Attornment, Registration, and Certificates
15. Occurrence of Default
16. Tenant's Default, Remedies of Landlord and Surrender
17. Miscellaneous

THIS LEASE, dated the 15th day of August, 2013, is made and entered into by the Landlord and the Tenant named herein who, in consideration of the covenants herein contained, agree as follows:

1. BASIC TERMS, SCHEDULES, AND DEFINITIONS

Basic Terms:

- | | | |
|-----|-------------------------------------|--|
| (a) | Landlord:
Address of Landlord: | CITY OF KELOWNA
City Hall, 1435 Water Street
Kelowna, B.C. V1Y 1J4 |
| (b) | Tenant:
Address of Tenant: | Cota Top Coat Sealing Ltd.
1532 Ayre Court, Kelowna, BC V1Y 8Z3 |
| (c) | Premises: | Approximately 13,656 sq.ft. as shown in
Red on the attached Site Plan |
| (d) | License Area: | N/A |
| (e) | Initial Term:
Commencement Date: | One (1) Year
August 15, 2013 |
| (f) | Renewal Term (if any): | Month to month after Initial Term |
| (g) | Annual Base Rent: | \$6,828.00/annum (\$569.00/mo.) |
| (h) | GST: | \$819.36/annum (\$68.28/mo.) |
| (i) | Property Taxes: | \$8,907.00/annum (\$742.25/mo.) |
| (j) | Permitted Use: | Yard Storage only |

The foregoing Basic Terms are approved by the parties. Each reference in this Lease to any of the Basic Terms shall be construed to include the provisions set forth above as well as all of the additional terms and conditions of the applicable sections of this Lease where such Basic Terms are more fully set forth.

1.2 Schedules

All Schedules to this Lease are incorporated into and form an integral part of this Lease and are as follows:

SCHEDULE	SUBJECT
A	Site Plan of Premises
B	Definitions
C	Landlord & Tenant Responsibility Checklist

1.3 Definitions

In this Lease, the words, phrases and expressions set forth in Schedule B are used with the meanings defined therein.

2. PREMISES

In consideration of the rents, covenants, and agreements hereinafter reserved and contained on the part of the Tenant to be paid, observed, and performed, the Landlord hereby demises and leases to the Tenant, and the Tenant leases from the Landlord, the Premises.

3. TERM

The Term of this Lease, and the related License, shall be for the initial term of One (1) year, beginning on the Commencement Date, and subject to earlier termination or renewal on the terms and conditions as set out herein.

3.1 Option to Renew

The Landlord covenants with the Tenant that if:

- (a) the Tenant gives notice to the Landlord that the Tenant wishes to obtain renewal of this Lease on a month to month basis, such notice to be given not later than 2 months prior to the expiration of the initial Term of One (1) year; and
- (b) at the time of giving such notice, the Tenant is not in breach of any covenant or condition herein contained and which has not been remedied within the time provided for in this Lease; and
- (c) the Tenant has duly and regularly throughout the initial Term of One (1) year observed and performed the covenants and conditions herein contained

then the Landlord shall grant to the Tenant at the Tenant's expense a renewal of the Premises on a month to month basis upon the same terms and conditions, excluding Annual Base Rent and Additional Rent as are herein contained.

4. RENT

4.1 Rent

The Tenant shall yield and pay to the Landlord, in the manner outlined in clause 4.2, at the office of the Landlord's accounts payable division, or at such other place as the Landlord may direct in writing, during the Term in lawful money of Canada without any set-off, abatement, compensation, or deduction whatsoever on the days and at the times hereinafter specified, Rent which shall include the aggregate of the sums specified in sub-clauses (a) and (b) below:

(a) Annual Base Rent

Annual Base Rent in the amount per annum set out in sub-clause 1.1(g) for each respective Lease Year.

(b) Additional Rent

In addition, but subject to any operating costs the Landlord expressly agrees to pay for its own account, the Tenant is responsible for all operating costs of whatever nature or kind in connection with the Premises including all applicable real estate taxes and other charges.

4.2 Payment of Rent

The Rent provided for in this Article shall be paid by the Tenant as follows:

(a) Annual Base Rent

The Annual Base Rent shall be paid in equal consecutive monthly instalments, in the amounts set out in sub-clause 1.1(g), in advance on the first day of each and every month during the Term. The first monthly instalment of the Annual Base Rent shall be paid by the Tenant on the Commencement Date. Where the Commencement Date is the first day of a month such instalment shall be in respect of such month; where the Commencement Date is not the first day of a calendar month, the Annual Base Rent for the period from the Commencement Date to the first day of the next ensuing calendar month shall be pro-rated on a per diem basis and paid on the Commencement Date and the first regular instalment of the Annual Base Rent shall be paid on the first day of the first full calendar month of the Term. Thereafter, subsequent monthly instalments shall each be paid in advance on the first day of each ensuing calendar month during the Term.

(b) Additional Rent Payments

In addition, the Tenant is responsible for all operating costs of whatever nature or kind in connection with the Premises including all applicable real estate taxes and other charges.

(c) Payment Format

The Tenant agrees to pay the Annual Base rent via Post-Dated Cheques for the Initial Term.

4.3 Rent for Irregular Periods

All Rent reserved herein shall be deemed to accrue from day-to-day, and if for any reason it shall become necessary to calculate the Annual Base Rent for irregular

periods of less than one year an appropriate pro-rata adjustment shall be made on a daily basis in order to compute the Annual Base Rent for such irregular period.

4.4 Waiver of Offset

The Tenant hereby waives and renounces any and all existing and future claims, offsets, and compensation against any Rent and agrees to pay such Rent regardless of any claim, offset, or compensation which may be asserted by the Tenant or on its behalf.

4.5 Application of Payments

All payments by the Tenant to the Landlord under this Lease shall be applied toward such amounts then outstanding hereunder as the Landlord determines and the Landlord may subsequently alter the application of any such payment.

4.6 Net Lease

The Tenant Acknowledges and agrees that it is intended that this Lease shall be a completely net lease for the Landlord except as shall be otherwise provided in the specific provisions contained in this Lease, and that the Landlord shall not be responsible during the Term for any costs, charges, expenses, and outlays of any nature whatsoever arising from or relating to the specific provisions contained in this Lease, shall pay all charges, impositions, and costs of every nature and kind relating to the Premises whether or not referred to herein and whether or not within the contemplation of the Landlord or the Tenant, and the Tenant covenants with the Landlord accordingly.

4.7 Interest on Overdue Rent

Overdue Rent payments shall be interest at the current Bank of Canada lending rate effective from the date the amount is due.

5. TENANT'S COVENANTS

5.1 Tenant's Covenants

The Tenant covenants with the Landlord as follows:

(a) Rent

To pay the Rent on the days and in the manner provided herein and to pay all other amounts, charges, costs, and expenses as are required to be paid by the Tenant to the Landlord or to others under this Lease.

(b) Occupancy and Permitted Use

To take possession of and occupy the Premises and commence to carry on business in all or substantially all of the Premises no later

than 30 days after the Commencement Date, to use the Premises only for the purpose set out herein and not for any other purpose.

(c) Waste and Nuisance

Not to commit or permit: any waste or injury to the Premises including the Leasehold Improvements and the trade fixtures therein; any overloading of the floors thereof; any conduct which impedes or, in the opinion of the Landlord acting reasonably, could constitute a nuisance to the Landlord or anyone else; any other use or manner of use which, in the opinion of the Landlord acting reasonably, may have an adverse impact on the reputation of the Premises.

(d) Insurance Risks

Not to do, omit to do, or permit to be done or omitted to be done upon the Premises anything which would cause the Landlord's cost of insurance to be increased (and, without waiving the foregoing prohibition, the Landlord may demand, and the Tenant shall pay to the Landlord upon demand, the amount of any such increase of cost caused by anything so done or omitted to be done) or which shall cause any policy of insurance to be subject to cancellation.

(e) Cleanliness

Not to permit the Premises to become untidy, unsightly, or hazardous, or permit unreasonable quantities of waste or refuse to accumulate therein, and at the end of each business day to leave the Premises in a clean and neat condition, to the satisfaction of the Landlord.

(f) Compliance with Laws

To comply at its own expense with all municipal, provincial, and federal laws, bylaws, regulations, and requirements pertaining to the operation and use of the Premises, the condition of the Leasehold Improvements, trade fixtures and equipment installed therein, and the making by the Tenant of any repairs, changes or improvements therein.

(g) Installations

To permit the Landlord during the Term, at the Tenant's cost, to install any equipment in or make alterations to the Premises necessary to comply with the requirements of any statute, law, bylaw, ordinance, order, or regulation referred to in sub-clause 5.1(f) and imposed after completion of the Landlord's original construction of the Premises.

(h) Overholding

That if the Tenant shall continue to occupy the Premises after the expiration of this Lease without any further written agreement and without objection by the Landlord, the Tenant shall be a monthly tenant at a monthly base rent equal to 125% of the Annual Base Rent payable by the Tenant as set forth in Article 4 during the last month of the Term. The monthly tenancy shall be (except as to the length of tenancy) subject to the provisions and conditions herein set out.

(i) Signs

Not to display, place, or affix any sign except in accordance with the regulations of the Landlord.

(j) Inspection and Access

To permit the Landlord at any time and from time to time to enter and to have its authorized agents, employees, and contractors enter the Premises for the purpose of inspection or making repairs, alterations, or improvements to the Premises as the Landlord may deem necessary or desirable, or as the Landlord may be required to make by law. The Landlord shall be allowed to take into the Premises all material which may be required for such purpose and the rent reserved shall in no way abate while such repairs, alterations or improvements are being made by reason of interruption of the business of the Tenant. The Landlord shall exercise reasonable diligence as to minimize the disturbance or interruption of the Tenant's operation.

(k) Showing Premises

To permit the Landlord and its authorized agents and employees to show the Premises to prospective tenants during the normal business hours of the last three months of the Term.

6. LANDLORD'S COVENANTS

6.1 Landlord's Covenants

The Landlord covenants with the Tenant as follows:

(a) Quiet Enjoyment

Provided the Tenant pays the Rent hereby reserved and performs its other covenants herein contained, the Tenant shall and may peaceably possess and enjoy the Premises for the Term hereby granted, without any interruption or disturbance from the Landlord or its assigns, or any other person or persons lawfully, claiming by, from, through, or under the Landlord.

7. REPAIR, DAMAGE, AND DESTRUCTION

7.1 Landlord's Repairs

The Landlord covenants with the Tenant that the property is in a reasonable state of repair.

7.2 Tenant's Repairs

The Tenant covenants with the Landlord:

- (a) subject to sub-clause 7.1 and 7.3(b) to keep in a good and reasonable state of repair subject to reasonable wear and tear, the Premises including all Leasehold Improvements and all trade fixtures therein and all glass including all glass portions of exterior walls;
- (b) that the Landlord may enter and view the state of repair (without having any obligation to do so), and that the Tenant will repair according to notice in writing, and that the Tenant will leave the Premises and License Area in a good and reasonable state of repair, allowing for reasonable wear and tear.

7.3 Abatement and Termination

It is agreed between the Landlord and the Tenant that in the event of damage to the Premises:

- (a) if the damage is such that the Premises or any substantial part thereof are rendered not reasonably capable of use and occupancy by the Tenant for the purposes of its business for any period of time in excess of 10 days, then:
 - (i) unless the damage was caused by the fault of negligence of the Tenant or its employees, invitees, or others under its control and the damage is not covered by insurance, from and after the date of occurrence of the damage and until the Premises are again reasonably capable of use and occupancy as aforesaid, Rent shall abate from time to time in proportion to the part or parts of the Premises not reasonably capable of use and occupancy; and
 - (ii) unless this Lease is terminated as hereinafter provided, the Landlord or the Tenant, as the case may be (according to the nature of the damage and their respective obligations to repair as provided in clauses 7.1 and 7.2) shall repair such damage with all reasonable diligence, but to the extent that any part of the Premises is not reasonably capable of such use and occupancy by reason of damage which the Tenant is obligated to repair hereunder, any abatement of Rent to

which the Tenant is otherwise entitled hereunder shall not extend later than the time by which, in the reasonable opinion of the Landlord, repairs by the Tenant ought to have been completed with reasonable diligence; and

- (b) if the Premises are substantially damaged or destroyed by any cause to the extent such that in the reasonable opinion of the Landlord they cannot be repaired or rebuilt (based on standard hours of construction work) within 240 days after the occurrence of the damage or destruction, then either the Landlord or Tenant may at its option, exercisable by written notice to the Tenant or Landlord, given within 60 days after the occurrence of such damage or destruction, terminate this Lease, in which event neither the Landlord nor the Tenant shall be bound to repair as provided in clauses 7.1 and 7.2, and the Tenant shall instead deliver up possession of the Premises and License Area to the Landlord with reasonable expedition but in any event within 60 days after delivery of such notice of termination, and Rent shall be apportioned and paid to the date upon which possession is so delivered up (but subject to any abatement to which the Tenant may be entitled under sub-clause 7.3(a) by reason of the Premises having been rendered in whole or in part not reasonably capable of use and occupancy), but otherwise the Landlord or the Tenant as the case may be (according to the nature of the damage and their respective obligations to repair as provided in clauses 7.1 and 7.2) shall repair such damage with reasonable diligence.

7.4 Service Interruptions

The Tenant acknowledges to the Landlord that the operation of systems and the availability of facilities for which the Landlord is responsible under clause 7.1 may be interrupted from time to time in cases of accident and emergency, in order to carry out maintenance, repairs, alterations, replacements, and upgrading, or for any other reasonable reason required by the Landlord.

8. TAXES AND OTHER COSTS

8.1 Tenant Tax Obligation

The Tenant covenants with the Landlord:

- (a) to pay when due, all Taxes, business Taxes, business license fees, and other Taxes, rates, duties or charges levied, imposed, or assessed by lawful authority in respect of the use and occupancy of the Leased Premises by the Landlord, the business or businesses carried on therein, or the equipment, machinery, or fixtures brought therein by or belonging to the Tenant, or to anyone occupying the Leased Premises with the Tenant's consent, or from time to time levied, imposed, or assessed in the future in addition or in lieu thereof, and to pay the Landlord upon demand

the portion of any tax, rate, duty, or charge levied or assessed upon the Premises that is attributable to any equipment, machinery, or fixtures on the Premises which are not the property of the Landlord or which may be removed by the Tenant;

- (b) to pay promptly to the Landlord when demanded or otherwise due hereunder all Taxes in respect of all Leasehold Improvements in the Premises; and

8.2 Goods and Services Tax

In accordance with the applicable legislation the Goods and Services Tax applies to this Lease.

9. UTILITIES AND ADDITIONAL SERVICES

9.1 Utilities

The Tenant shall be responsible for all aspects of, including payment of costs related to, utilities and services of whatever nature or kind required in connection with the Premises and the conduct by the Tenant of the Tenant's business as described herein including without limitation, water, telephone, sewer, hydro, power, heating, air conditioning, garbage disposal, snow clearing, and general maintenance of the Premises. The tenant shall be responsible for obtaining and maintaining a gas operating permit, if necessary. The tenant shall be responsible for obtaining and maintaining an electrical operating permit, if necessary. The tenant is responsible for informing the Property Manager of the permits and who the Field Safety Representative is.

10. LICENSES, ASSIGNMENTS, AND SUBLETTING

10.1 General

It is understood and agreed that the Tenant may not assign this Lease, or sublease the Premises, to another party without the written consent of the Landlord, such consent not to be unreasonably withheld. Unless the Landlord has consented to such sub-tenancy, assignment or transfer in accordance with this Article 9, the acceptance of any Rent or the performance of any obligation hereunder by any person other than the Tenant shall not be construed as an admission by the Landlord of any right, title, or interest of such person as a sub-tenant, assignee, transferee or otherwise in the place and stead of the Tenant.

10.2 Licenses, Franchises, and Concessions

The Tenant shall not suffer or permit any part of the Premises to be used or occupied by any persons other than the Tenant, any sub-tenants or licensees permitted under this Article, and the employees and invitees of the Tenant, and any such permitted sub-tenant, or suffer or permit any part of the Premises to be used or occupied by any licensee, franchisee, or concessionaire, or suffer or permit any persons to be upon the Premises other than the Tenant, such permitted sub-tenants

and licensees, and their respective employees, customers, and others having lawful business with them.

10.3 Assignment and Subletting

The Tenant shall not, without first obtaining the written consent of the Landlord, assign this Lease or sublet the whole or any part of the Premises unless:

- (a) it shall have received or procured a bona fide written offer to take an assignment or sub-lease which is not inconsistent with, and the acceptance of which would not breach any provision of, this Lease if this clause is complied with, and which the Tenant has determined to accept subject to this section being complied with; and
- (b) it shall have first requested and obtained the consent in writing of the Landlord thereto.

10.4 Request for Consent

Any request for such consent shall be in writing and accompanied by a true copy of such offer, and the Tenant shall furnish to the Landlord all information available to the Tenant and requested by the Landlord as to the responsibility, reputation, financial standing, and business of the proposed assignee or sub-tenant. Within 30 days after the receipt by the Landlord of such request for consent and of all information which the Landlord shall have requested hereunder (and if no such information has been requested, within 30 days after receipt of such request for consent) the Landlord shall have the right upon written notice to the Tenant to:

- (a) in the case of a proposed sub-lease, either sublet from the Tenant any portion of the Premises proposed to be sublet for the Term for which such portion is proposed to be sublet but at the same Annual Base Rent and Additional Rent as the Tenant is required to pay to the Landlord under this Lease for such portion or, if the proposed sub-lease is for all or substantially all of the remainder of the Term, terminate this Lease as it pertains to the portion of the Premises so proposed by the Tenant to be sublet; or
- (b) in the case of a proposed assignment, terminate this Lease.

10.5 If Landlord Terminates

If the Landlord terminates this Lease in accordance with clause 9.4 with respect to all or a portion of the Premises, such termination shall be effective on the date stipulated in the notice of termination which shall not be less than 60 days or more than 90 days following the giving of such notice, and the Tenant shall surrender the whole or part, as the case may be, of the Premises in accordance with such notice, and Rent shall be apportioned and paid to the date of surrender and, if a part only of the Premises is surrendered, Rent payable under clause 4.1 shall thereafter abate proportionately.

10.6 If Landlord Consents

If the Landlord consents to any proposed assignment or subletting, the Tenant shall assign or sublet, as the case may be, only upon the terms set out in the offer submitted to the Landlord as aforesaid and not otherwise. As a condition of the Landlord's consent, the assignee or sub-tenant, as the case may be, shall agree (and will be deemed to have agreed) with the Landlord to observe the obligations of the Tenant under this Lease as the same relate to the space assigned or sublet (except, in the case of a sub-lease, the Tenant's covenant to pay Rent) by entering into an assumption agreement with the Landlord and the Tenant, in the Landlord's then-standard form, and shall pay the Landlord's then-current processing charge and solicitor's fees and disbursements for preparing such agreement. The Tenant further agrees that if the Landlord consents to any such assignment or subletting, the Tenant shall be responsible for Improvements and all other expenses, costs, and charges with respect to or arising out of any such assignment or subletting. Notwithstanding any such consent being given by the Landlord and such assignment or subletting being effected, the Tenant shall remain bound to the Landlord for the fulfilment of all the terms, covenants, conditions, and agreements herein contained. Any consent by the Landlord to any assignment or subletting shall not constitute a waiver of the requirement for consent by the Landlord to any subsequent assignment or subletting by either the Tenant or any assignee or sub-tenant.

10.7 Landlord Not to Unreasonably Withhold Consent

If the Tenant complies with clauses 9.3 and 9.4 and the Landlord does not exercise an option provided to the Landlord under clause 9.4, then the Landlord's consent to a proposed assignment or sublet shall not be unreasonably withheld. The Tenant acknowledges that the Landlord shall not be liable to the Tenant in damages, where, in giving good faith consideration to any request of the Tenant hereunder, it withholds its consent to a proposed assignment or sublease.

10.8 Terms of Consent

If the Landlord consents in writing to an assignment or sub-lease as contemplated herein, the Tenant may complete such assignment or sub-lease subject to the following covenants and conditions:

- (a) no assignment or sub-lease shall be valid and no assignee or sub-tenant shall take possession of the Premises or any part thereof until an executed duplicate original of such assignment or sub-lease has been delivered to the Landlord; and
- (b) all "Excess Rent", as hereinafter defined, derived from such assignment or sub-lease shall be payable to the Landlord. The Excess Rent shall be deemed to be and shall be paid by the Tenant to the Landlord as Rent. The Tenant shall pay the Excess Rent to the Landlord immediately as and when such Excess Rent is receivable by the Tenant.

- (c) the Tenant shall pay a minimum \$500.00 fee to the Landlord in respect of a request for Assignment.

As used herein, "Excess Rent" means the amount by which the total money and other economic consideration to be paid by the assignee or sub-tenant as a result of an assignment or sub-lease, whether denominated as Rent or otherwise, exceeds, in the aggregate, the total amount of Annual Base Rent and Additional Rent which the Tenant is obligated to pay to the Landlord under this Lease, pro-rated for the portion of the Remises being assigned or sublet, less the reasonable costs paid by the Tenant for additional improvements installed in the portion of the Premises subject to such assignment or sub-lease by the Tenant at the Tenant's sole cost and expense for the specific assignee or sub-tenant in question, reasonable leasing costs (such as brokers' commissions and the fees payable to the Landlord under clause 10.1) paid by the Tenant in connection with such assignment or sub-lease, and the amount of Annual Base Rent and Additional Rent the Tenant is obligated to pay the Landlord under this Lease, pro-rated for the portion of the Premises being assigned or sublet that is not occupied or used by the Tenant, until the date of such assignment or sub-lease. In determining the amounts to be deducted from Excess Rent in each monthly payment period in respect of the Tenant's costs of assigning or sub-leasing, such costs shall be amortized without interest over the Term (in the case of an assignment) or Term of the sub-lease (in the case of a sub-lease) on a straight line basis.

11. FIXTURES AND IMPROVEMENTS

11.1 Installation of Fixtures and Improvements

The Tenant will not make, erect, install, or alter any Leasehold Improvements in the Premises any safe or special lock in the Premises, or any apparatus for illumination, air conditioning, cooling, heating, refrigerating, or ventilating the Premises, in any case without having requested and obtained the Landlord's prior written approval, which the Landlord shall not unreasonably withhold. In making, erecting, installing, or altering any Leasehold Improvements the Tenant shall comply with the tenant construction guidelines as established by the Landlord from time to time, and shall obtain all required building and occupancy permits and comply with all laws of all authorities having jurisdiction. The Tenant's request for any approval hereunder shall be in writing and be accompanied by a reasonably detailed description of the contemplated work and, where appropriate, plans, working drawings, and specifications. All work to be performed in the Premises shall be performed by competent contractors and subcontractors and shall be performed and completed in a good and workmanlike manner.

11.2 Liens and Encumbrances on Fixtures and Improvements

In connection with the making, erection, installation, or alteration of Leasehold Improvements and trade fixtures, and all other work or installations made by or for the Tenant in the Premise, the Tenant shall comply with all of the provisions of the *Builders Lien Act*, S.B.C. 1997, c. 45 and amendments thereto, and other statutes from time to time applicable thereto (including any provision requiring or enabling the retention of portions of any sums payable by way of holdbacks), shall permit the

Landlord to take all steps to enable the Landlord to obtain the benefit of the provisions of the *Builders Lien Act*, and, except as to any lawful holdback, shall promptly pay all accounts relating thereto. The Tenant shall not create any mortgage, conditional sale agreement, general security agreement under the *Personal Property Security Act*, R.S.B.C. 1996, c. 359 and amendments thereto, or other encumbrance in respect of its Leasehold Improvements or trade fixtures, or permit any such mortgage, conditional sale agreement, general security agreement under the *Personal Property Security Act*, or other encumbrance to attach to the Premise.

11.3 Discharge of Liens and Encumbrances

If and when any builders' or other lien for work, labour, service, or materials supplied to or for the Tenant or for the cost of which the Tenant may be in any way liable or claims therefore shall arise or be filed or any such mortgage, conditional sale agreement, general security agreement under the *Personal Property Security Act*, or other encumbrance shall attach, the Tenant shall within 20 days after receipt of notice thereof procure the discharge thereof, including any certificate of action registered in respect of any lien, by payment or giving security or in such other manner as may be required or permitted by law, and failing which the Landlord may in addition to all other remedies hereunder avail itself of its remedy under clause 14.1 and may make any payments required to procure the discharge of any such liens or encumbrances, and shall be entitled to be reimbursed by the Tenant as provided in clause 14.1, and its right to reimbursement shall not be affected or impaired if the Tenant shall then or subsequently establish or claim that any lien or encumbrance so discharged was without merit or excessive or subject to any abatement, set-off, or defence.

11.4 Removal of Fixtures and Improvements

All Leasehold Improvements in or upon the Premises shall immediately upon affixation be and become the Landlord's property without compensation therefore to the Tenant. Except to the extent otherwise expressly agreed by the Landlord in writing, no Leasehold Improvements shall be removed by the Tenant from the Premises or License Area either during or at the expiration or sooner termination of the Term, except that:

- (a) the Tenant may at the end of the Term remove its trade fixtures;
- (b) the Tenant shall at the end of the Term remove such of the Leasehold Improvements and trade fixtures as the Landlord shall require to be removed; and
- (c) the Tenant shall remove its furniture and equipment at the end of the Term, and also during the Term in the usual and normal course of its business where such furniture or equipment has become excess for the Tenant's purposes or the Tenant is substituting therefore new furniture and equipment.

- (d) all Leasehold Improvements shall be insured by the Tenant as described in section 12.2 (b) unless otherwise agreed in writing by the Landlord.

The Tenant shall, in the case of every removal either during or at the end of the Term, immediately make good any damage caused to the Premises or License Area by the installation and removal.

11.5 Alterations by Landlord

The Landlord reserves the right from time to time to make alterations and additions to the Premises, provided that in exercising any such rights, the Landlord will take reasonable steps to minimize any interference cause to the Tenant's operations in the Premises, but by exercising any such rights, the Landlord shall not be deemed to have constructively evicted the Tenant or otherwise to be in breach of this Lease, nor shall the Tenant be entitled to any abatement of Rent or other compensation from the Landlord.

12. INSURANCE AND LIABILITY

12.1 Landlord's Insurance

The Landlord shall be deemed to have insured (for which purpose it shall be a co-insurer, if and to the extent that it shall not have insured) the Premises and all improvements and installations made by the Landlord in the Premises, except to the extent hereinafter specified, in respect of perils and to amounts and on terms and conditions which from time to time are insurable at a reasonable premium and which are normally insured by reasonably prudent owners of properties similar to the Premises, as from time to time determined at reasonable intervals (but which need not be determined more often than annually) by insurance advisors selected by the Landlord, and whose written opinion shall be conclusive. Upon the request of the Tenant from time to time the Landlord will furnish a statement as to the perils in respect of which and the amounts to which it has insured the Premises. The Landlord may maintain such other insurance in such amounts and upon such Terms as would normally be carried by a prudent owner.

12.2 Tenant's Insurance

The Tenant shall take out and keep in force during the Term:

- (a) comprehensive general liability (including bodily injury, death and property damage) insurance on an occurrence basis with respect to the business carried on, in, or from the Premises and the Tenant's use and occupancy thereof, of not less than \$2,000,000 per occurrence, which insurance shall include the Landlord as a named insured and shall protect the Landlord in respect of claims by the Tenant as if the Landlord were separately insured, shall include a cross liability clause and have a deductible of not more than \$5,000 per occurrence or claim; and

- (b) insurance in such amounts as may be reasonably required by the Landlord in respect of fire and other such perils, including sprinkler leakage, as are from time to time defined in the usual extended coverage endorsement covering the Tenant's trade fixtures and the furniture and equipment of the Tenant and (except as to Insured Damage) all Leasehold Improvements in the Premises, and which insurance shall include the Landlord as a named insured as the Landlord's interest may appear with respect to the insured Leasehold Improvements and provided that any proceeds recoverable in the event of loss to Leasehold Improvements;

and if the Landlord shall require the same from time to time, then also:

- (c) tenant's fire legal liability insurance in an amount not less than the actual cash value of the Premises; and
- (d) insurance upon all plate glass in or which forms a boundary of the Premises in an amount sufficient to replace all such glass; and
- (e) motor vehicle insurance for all motor vehicles used by the Tenant in the conduct of its business shall have a minimum public liability and third party property damage insurance coverage of at least \$2,000,000.

All insurance required to be maintained by the Tenant hereunder shall be on terms and with insurers to which the Landlord has no reasonable objection and shall provide that such insurers shall provide to the Landlord 30 days' prior written notice of cancellation or material alteration of such terms.

The Tenant shall furnish to the Landlord certificates or other evidence acceptable to the Landlord as to the insurance within 14 days of the execution of this agreement. Failure to provide such documents shall constitute default resulting in termination of this agreement. The Tenant shall also furnish to the Landlord certificates of other evidence acceptable to the Landlord as to the insurance from time to time required to be effected by the Tenant and its renewal or continuation in force, either by means of a certified copy of the policy or policies which, in the case of comprehensive general liability insurance, shall provide such information as the Landlord reasonably requires. If the Tenant shall fail to take out, renew and keep in force such insurance the Landlord may do so as the agent of the Tenant and the Tenant shall repay to the Landlord any amounts paid by the Landlord as premiums forthwith upon demand.

12.3 Limitation of Landlord's Liability

The Tenant agrees that:

- (a) the Landlord shall not be liable for any bodily injury to or death of, or loss or damage to any property belonging to, the Tenant or its employees, invitees, or licensees or any other person in, on, or about the Premises, or for any interruption of any business carried on in the

Premises, and, without limiting the generality of the foregoing, in no event shall the Landlord be liable:

- (i) for any damage other than Insured Damage or for bodily injury or death of anyone which results from fire, explosion, earthquake, flood, falling plaster, steam, gas, electricity, water, rain, snow, dampness, or leaks from any part of the Premises or from the pipes, appliances, electrical system, plumbing works, roof, sub-surface, or other part or parts of the Premises of property, or from the streets, lanes, and other properties adjacent thereto;
 - (ii) for any damage, injury, or death caused by anything done or omitted by the Tenant or any of its servants or agents or by any other person;
 - (iii) for the non-observance or the violation of any provision of any of the rules and regulations of the Landlord in effect from time to time or of any lease by another tenant or premises in the same building or on the same property or any concessionaire, employee, licensee, agent, customer, officer, contractor, or other invitee of any of them, or by anyone else;
 - (iv) for any act or omission (including theft, malfeasance, or negligence) on the part of any agent, contractor, or person from time to time employed by it to perform janitorial services, security services, supervision, or any other work in or about the Premises or the property;
 - (v) for failure to do anything required to be done by the Landlord.
- (b) The Tenant releases and discharges the Landlord from any and all action, causes of action, claims, damages, demands, expenses, and liabilities which the Tenant now or hereafter may have, suffer, or incur which arise from any matter for which the Landlord is not liable under sub-clause 11.3(a), notwithstanding that negligence or other conduct of the Landlord or anyone for whose conduct the Landlord is responsible may have caused or contributed to such matter.

12.4 Indemnity of Landlord

The Tenant agrees to indemnify and save harmless the Landlord in respect of all claims for bodily injury or death, property damage, or other loss or damage arising from the conduct of any work by or any act or omission of the Tenant or any assignee, sub-tenant, agent, employee, contractor, invitee, or licensee of the Tenant, and in respect of all costs, expenses, and liabilities incurred by the Landlord in connection with or arising out of all such claims including the expenses of any action or proceeding pertaining thereto, and in respect of any loss, costs, expense, or damage suffered or incurred by the Landlord arising from any breach by

the Tenant of any of its covenants and obligations under this Lease. This indemnity shall survive the expiry or termination of this Lease.

13. ENVIRONMENTAL MATTERS

- (a) Definitions. For the purposes of this Section and Agreement, the following terms shall have the following meanings:
- (i) **"Contaminants"** means any radioactive materials, asbestos materials, urea formaldehyde, underground or above ground tanks, pollutants, contaminants, deleterious substances, dangerous substances or goods, hazardous, corrosive or toxic substances, special waste or waste of any kind or any other substance the storage, manufacture, disposal, treatment, generation, use, transport, remediation or Release into the Environment of which is now or hereafter prohibited, controlled or regulated under Environmental Laws;
 - (ii) **"Environment"** includes the air (including all layers of the atmosphere), land (including soil, sediment deposited on land, fill and lands submerged under water) and water (including oceans, lakes, rivers, streams, ground water and surface water);
 - (iii) **"Environmental Laws"** means any statutes, laws, regulations, orders, bylaws, standards, guidelines, permits and other lawful requirements of any federal, provincial, municipal or other governmental authority having jurisdiction over the Premises now or hereafter in force with respect in any way to the Environment, health, occupational health and safety, product liability or transportation of dangerous goods, including the principles of common law and equity; and
 - (iv) **"Release"** includes any release, spill, leak, pumping, pouring, emission, emptying, discharge, injection, escape, leaching, migration, disposal or dumping.
- (b) Tenant's Representations and Warranties. The Tenant represents and warrants to the City, and acknowledges that the City is relying on such representations and warranties in entering into this Agreement, that as of the date of this Agreement:
- (i) except as disclosed to the City in writing, the Tenant is not, and has never been, subject to any charge, conviction, notice of defect or non-compliance, work order, pollution abatement order, remediation order or any other or proceeding under any Environmental Laws; and
 - (ii) except as disclosed to and approved in writing by the City, the Tenant's business at the Premises does not involve the sale, storage, manufacture, disposal, handling, treatment, generation, use, transport, refinement, processing, production, remediation, Release into the Environment of, or any other dealing with any Contaminants.

If any of the representations and warranties contained in this section are untrue or incorrect in any material respect, the same shall

constitute a breach of this Agreement by the Tenant and shall be subject to the provisions of Section 6.01 of this Agreement.

- (c) Condition of Premises. The Tenant acknowledges and agrees that the City has made no representations or warranties with respect to the environmental condition of the Premises and is leasing the Premises to the Tenant under this Agreement on an "as is, where is" basis with respect to their environmental condition. Prior to taking possession of the Premises under this Agreement, the Tenant has performed such investigations of the Premises as it considered appropriate and is satisfied as to their environmental condition.
- (d) Use of Contaminants. The Tenant shall not use or permit to be used all or any part of the Premises for the sale, storage, manufacture, disposal, handling, treatment, generation, use, transport, refinement, processing, production, remediation, Release into the Environment of, or any other dealing with, any Contaminants, without the prior written consent of the City, which consent may be unreasonably and arbitrarily withheld. Without limiting the generality of the foregoing, the Tenant shall in no event use, and does not plan or intend to use, the Premises to dispose of, handle or treat any Contaminants in a manner that, in whole or in part, would cause the Premises, or any adjacent property to become a contaminated site under Environmental Laws.
- (e) Compliance with Environmental Laws. The Tenant shall promptly and strictly comply, and cause any person for whom it is in law responsible to comply, with all Environmental Laws regarding the use and occupancy of the Premises under or pursuant to this Agreement, including without limitation obtaining all required permits or other authorizations.
- (f) Evidence of Compliance. The Tenant shall promptly provide to the City a copy of any environmental site investigation, assessment, audit or report relating to the Premises conducted by or for the Tenant at any time before, during or after the Term (or any renewal thereof). The Tenant shall, at its own cost at the City's request from time to time, obtain from an independent environmental consultant approved by the City an environmental site investigation of the Premises or an environmental audit of the operations at the Premises, the scope of which shall be satisfactory to the City and shall include any additional investigations that the environmental consultant may recommend. The Tenant shall, at the City's request from time to time, provide the City with a certificate of a senior officer of the Tenant certifying that the Tenant is in compliance with all Environmental Laws and that no adverse environmental occurrences have taken place at the Premises, other than as disclosed in writing to the City.
- (g) Confidentiality of Environmental Reports. The Tenant shall maintain all environmental site investigations, assessments, audits and reports relating to the Premises in strict confidence and shall not disclose their terms or existence to any third party (including without limitation, any governmental authority) except as required by law, to the Tenant's professional advisers and lenders on a need to know basis or with the prior written consent of the City, which consent may be unreasonably withheld.

- (h) Records. The Tenant shall maintain at the Premises all environmental and operating documents and records, including permits, licences, orders, approvals, certificates, authorizations, registrations and other such records, relating to the operations at the Premises, which may be reviewed by the City at any time during the Term on twenty-four (24) hours' prior written notice, except in the case of an emergency, when no prior notice shall be required.
- (i) Access by City. Without relieving the Tenant of any of its obligations under this Agreement, the Tenant shall, at such reasonable times as the City requires, permit the City to enter and inspect the Premises and the operations conducted at the Premises, to conduct tests and environmental investigations, to remove samples from the Premises, to examine and make copies of any documents or records relating to the Premises, to interview the Tenant's employees and to take such steps as the City deems necessary for the safety and preservation of the Premises.
- (j) Authorizations. The Tenant shall promptly provide to the City on request such written authorizations as the City may require from time to time to make inquiries of any governmental authorities regarding the Tenant's compliance with Environmental Laws.
- (k) Notices. The Tenant shall promptly notify the City in writing of:
 - (i) any Release of a Contaminant or any other occurrence or condition at the Premises, or any adjacent property which could subject the Tenant, the City or the Premises to any fines, penalties, orders or proceedings under Environmental Laws;
 - (ii) any charge, order, investigation or notice of violation or non-compliance issued against the Tenant or relating to the operations at the Premises under any Environmental Laws; and
 - (iii) any notice, claim, action or other proceeding by any third party against the Tenant or in respect of the Premises concerning the Release or alleged Release of Contaminants at or from the Premises.

The Tenant shall notify the appropriate regulatory authorities of any Release of any Contaminants at or from the Premises in accordance with Environmental Laws and failure by the Tenant to do so shall authorize, but not obligate, the City to notify the regulatory authorities.

- (l) Removal of Contaminants. Prior to the expiry or earlier termination of this Agreement or at any time if requested by the City or required by any governmental authority pursuant to Environmental Laws, the Tenant shall, promptly at its own cost and in accordance with Environmental Laws, remove from the Premises any and all Contaminants, and remediate any contamination of the Premises, or any adjacent property resulting from Contaminants, in either case brought onto, used at or Released from the Premises by the Tenant or any person for whom it is in law responsible. [For greater certainty, the foregoing obligations of the Tenant shall include, without limitation, the treatment of water (including surface and ground

water) and the remediation by removal of any soils containing Contaminants at levels exceeding the standards set as acceptable at the time of remediation by the applicable governmental authority, being with respect to soils, the standard applicable to property used for [commercial/industrial] purposes and with respect to water, as determined by the governmental authority given the character and use of water in the area of the Premises. Any soil so removed shall be promptly replaced by soil free of Contaminants at concentrations above the standard described in the preceding sentence.] The Tenant shall provide to the City full information with respect to any remedial work performed pursuant to this section and shall comply with the City's requirements with respect to such work. The Tenant shall use a qualified environmental consultant approved by the City to perform the remediation. The Tenant shall, at its own cost, obtain such approvals and certificates from the B.C. Ministry of Environment, Lands & Parks in respect of the remediation as are required under Environmental Laws or required by the City, including without limitation a certificate of compliance evidencing completion of the remediation satisfactory to the Ministry. The Tenant agrees that if the City reasonably determines that the City, its property, its reputation or the Premises is placed in any jeopardy by the requirement for any such remedial work, the City may, but shall be under no obligation to, undertake itself such work or any part thereof at the cost of the Tenant.

- (m) Ownership of Contaminants. Notwithstanding any rule of law to the contrary, any Contaminants or leasehold improvements or goods containing Contaminants brought onto, used at, or Released from, the Premises by the Tenant or any person for whom it is in law responsible shall be and remain the sole and exclusive property of the Tenant and shall not become the property of the City, notwithstanding the degree of their affixation to the Premises and notwithstanding the expiry or earlier termination of this Agreement. This section supersedes any other provision of this Agreement to the contrary.
- (n) Indemnity. The Tenant shall indemnify and save harmless the City and its directors, officers, shareholders, employees, agents, successors and assigns, from any and all liabilities, actions, damages, claims, remediation cost recovery claims, losses, costs, orders, fines, penalties and expenses whatsoever (including without limitation, the full amount of all consulting and legal fees and expenses on a solicitor-client basis and the costs of removal, treatment, storage and disposal of Contaminants and remediation of the Premises, and any adjacent property) which may be paid by, incurred by or asserted against the City or its directors, officers, shareholders, employees, agents, successors or assigns, during or after the Term (or any renewal thereof), arising from or in connection with any breach of or non-compliance with the provisions of this Section by the Tenant or arising from or in connection with:
 - (i) any legal or administrative action, proceeding, investigation, demand, claim or notice of any third party, including without limitation any governmental authority, against any one or more of them pursuant to or under Environmental Laws; or
 - (ii) any Release or alleged Release of any contaminants at or from the Premises into the Environment,

related to or as a result of the use and occupation of the Premises by the Tenant or those for whom it is in law responsible or any act or omission of the Tenant or any person for whom it is in law responsible.

- (o) Survival of Tenant's Obligations. The obligations of the Tenant under this Section (including, without limitation, the Tenant's indemnity, its obligation to remove and remediate Contaminants and its covenant of confidentiality) shall survive the expiry or earlier termination of this Agreement. The obligations of the Tenant under this Section are in addition to, and shall not limit, the obligations of the Tenant contained in other provisions of this Agreement.

14. SUBORDINATION, ATTORNMENT, REGISTRATION, AND CERTIFICATES

14.1 Tenant's Covenants

The Tenant agrees with the Landlord that:

- (a) Sale or Financing of Building

The rights of the Landlord under this Lease may be mortgaged, charged, transferred, or assigned to a purchaser or purchasers, or to a mortgagee or trustee for bond holders, and in the event of a sale or of default by the Landlord under any mortgage, trust deed, or trust indenture and the purchaser, mortgagee, or trustee, as the case may be, duly entering into possession of the Premises, the Tenant agrees to attorn to and become the tenant of such purchaser or purchasers, mortgagee, or trustee under the terms of this Lease.

- (b) Registration

The Tenant agrees that the Landlord shall not be obliged to deliver this Lease in form registrable under the *Land Title Act*, R.S.B.C. 1996, c. 250 and covenants and agrees with the Landlord not to register this Lease. If the Tenant desires to register under the *Land Title Act*, then all costs of preparing and registering all documents in connection therewith are to be borne by the Tenant.

- (c) Certificates

The Tenant agrees with the Landlord that the Tenant shall promptly whenever requested by the Landlord from time to time execute and deliver to the Landlord and, if required by the Landlord, to any mortgagee (including any trustee under a trust deed or trust indenture) or prospective purchaser (as designated by the Landlord) a certificate in writing as to the status of this Lease at that time, including as to whether it is in full force and effect, is modified or unmodified, confirming the rental payable hereunder and the state of the accounts between the Landlord and Tenant, the existence or non-existence of defaults, and any other matters pertaining to this Lease

as to which the Landlord shall request a certificate. If the Tenant fails to do so within seven days after the Tenant receives the form of certificate, the Tenant hereby irrevocably and conclusively authorizes the Landlord to complete, execute, and deliver the certificate for, on behalf of, in the name of, and as agent of, the Tenant.

(d) Assignment by Landlord

In the event of the sale by the Landlord of the Premises or the assignment by the Landlord of this Lease or any interest of the Landlord hereunder, and to the extent that such purchaser or assignee has assumed the covenants and obligations of the Landlord hereunder, the Landlord shall, without further written agreement, be freed and relieved of liability upon such covenants and obligations.

15. OCCURRENCE OF DEFAULT

15.1 Unavoidable Delay

Except as herein otherwise expressly provided, if and whenever and to the extent that either the Landlord or the Tenant shall be prevented, delayed, or restricted in the fulfilment of any obligations hereunder in respect of the supply or provision of any service or utility, the making any repair, the doing of any work or any other thing (other than the payment of Rent) by reason of civil commotion, war-like operation, invasion, rebellion, hostilities, sabotage, strike, or work stoppage, or being unable to obtain any material, service, utility, or labour required to fulfill such obligation or by reason of any statute, law, or regulation of or inability to obtain permission from any governmental authority having lawful jurisdiction preventing, delaying, or restricting such fulfilment, or by reason of other unavoidable occurrence other than lack of funds, the time for fulfilment of such obligation shall be extended during the period in which such circumstance operates to prevent, delay, or restrict the fulfilment thereof, and the other party to this Lease shall not be entitled to compensation for any inconvenience, nuisance, or discomfort thereby occasioned, nor shall Rent abate; but nevertheless the Landlord will use reasonable efforts to maintain services essential to the use and enjoyment of the Premises.

15.2 No Admission

The acceptance of any Rent from or the performance of any obligation hereunder by a person other than the Tenant shall not be construed as an admission by the Landlord of any right, title, or interest of such person as a sub-tenant, assignee, transferee, or otherwise in the place and stead of the Tenant.

15.3 Part Payment

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

16. TENANT'S DEFAULT, REMEDIES OF LANDLORD, AND SURRENDER

16.1 Remediating by Landlord, Non-payment, and Interest

In addition to all the rights and remedies of the Landlord available to it in the event of any default hereunder by the Tenant, either by any other provision of this Lease or by statute or the general law, and the event of default is not remedied within the respective time period for doing so, the Landlord:

- (a) shall have the right at all times to remedy or attempt to remedy any default of the Tenant, and in so doing may make any payments due or alleged to be due by the Tenant to third parties and may enter upon the Premises to do any work or other things therein, and in such event all expenses of the Landlord in remediating or attempting to remedy such default together with an administrative charge equal to 15% of the total of such expenses shall be payable by the Tenant to the Landlord forthwith upon demand;
- (b) shall have the same rights and remedies in the event of any non-payment by the Tenant of any amounts payable by the Tenant under any provision of this Lease as in the case of non-payment of Rent; and
- (c) shall be entitled to be reimbursed by the Tenant, and the Tenant shall forthwith pay the Landlord, the amount of all costs and expenses (including, without limitation, legal costs on a solicitor and own-client basis) incurred by the Landlord in connection with the default or in efforts to enforce any of the rights, or to seek any of the remedies, to which the Landlord is or may be entitled hereunder.

16.2 Remedies Cumulative

The Landlord and the Tenant may from time to time resort to any or all of the rights and remedies available to it in the event of any default hereunder by the Tenant or the Landlord, as the case may be, either by any provision of this Lease or by statute or the general law, all of which rights and remedies are intended to be cumulative and not alternative, as the express provisions hereunder as to certain rights and remedies are not to be interpreted as excluding any other or additional rights and remedies available to the Landlord or the Tenant, as the case may be, by statute or the general law.

16.3 Right of Re-entry on Default

Provided and it is expressly agreed that:

- (a) if and whenever the Rent hereby reserved or other moneys payable by the Tenant or any part thereof, whether lawfully demanded or not, are unpaid and the Tenant shall have failed to pay such Rent or

other moneys within five days after the Landlord has given to the Tenant notice requiring such payment; or

- (b) if the Tenant shall breach or fail to observe and perform any of the covenants, agreements, provisos, conditions, rules, regulations or other obligations on the part of the Tenant to be kept, observed, or performed hereunder and such breach or failure continues for 10 days after the Landlord has given the Tenant notice thereof; or
- (c) if without the written consent of the Landlord the Premises shall be used by any other persons than the Tenant or its permitted assigns or permitted sub-tenants or for any purpose other than that for which the Premises were leased, or occupied by any persons whose occupancy is prohibited by this Lease; or
- (d) if the Premises shall be vacated or abandoned or remain unoccupied for 15 days or more while capable of being occupied; or
- (e) if any of the goods and chattels of the Tenant shall at any time be seized in execution or attachment; or
- (f) if a receiver or receiver-manager is appointed of the business or property of the Tenant, or if the Tenant shall make any assignment for the benefit of creditors or any bulk sale, become bankrupt or insolvent or take the benefit of any statute now or hereafter in force for bankrupt or insolvent debtors or (if a corporation) shall take any steps or suffer any order to be made for its winding-up or other termination of its corporate existence; or
- (g) if any policy of insurance upon the Premises from time to time effected by the Landlord shall be cancelled or about to be cancelled by the insurer by reason of the use or occupation of the Premises by the Tenant or any assignee, sub-tenant, or licensee of the Tenant or anyone permitted by the Tenant to be upon the Premises and the Tenant after receipt of notice in writing from the Landlord shall have failed to take such immediate steps in respect of such use or occupation as shall enable the Landlord to reinstate or avoid cancellation of (as the case may be) such policy of insurance; or
- (h) if the Landlord shall have become entitled to Terminate this Lease or to re-enter the Premises under any provision hereof;

then and in every such case it shall be lawful for the Landlord thereafter to enter into and upon the Premises or any part thereof in the name of the whole and the same to have again, repossess, and enjoy as of its former estate, anything in this Lease to the contrary notwithstanding. The Landlord may use such force as it may deem necessary for the purpose of gaining admittance to and re-taking possession of the Premises, and the Tenant hereby releases the Landlord from all actions, proceedings, claims, and demands whatsoever for and in respect of any such forcible entry or any loss or damage in connection therewith.

16.4 Termination and Re-entry

If and whenever the Landlord becomes entitled to re-enter upon the Premises under any provision of this Lease, the Landlord, in addition to all other rights and remedies, shall have the right to terminate this Lease by giving to the Tenant or by leaving upon the Premises notice in writing of such termination. Thereupon, this Lease and the term shall terminate, and the Tenant shall immediately deliver up possession of the Premises and License Area to the Landlord in accordance with clause 14.9.

16.5 Right of Termination - No Default

In the event that the Landlord requires the use of the Premises for whatever reason, the Landlord shall have the right to terminate this Lease after giving the Tenant Sixty (60) days notice of the Landlord's intention to terminate.

16.6 Certain Consequences of Termination and Re-entry

If the Landlord re-enters the Premises and License Area or if this Lease is terminated by reason of any event set out in clause 14.3 or 14.5, then without prejudice to the Landlord's other rights and remedies:

- (a) the provisions of this Lease which relate to the consequences of termination, and the provisions of this Lease as they apply with respect to acts, events, and omissions which occurred prior to the termination, shall all survive such termination;
- (b) in addition to the payment by the Tenant of Rent and other payments for which the Tenant is liable under this Lease, Rent for the current month and the next ensuing three months shall immediately become due and be paid by the Tenant or the person then controlling the Tenant's affairs; and
- (c) the Tenant or person then controlling the affairs of the Tenant shall pay to the Landlord on demand such reasonable expenses as the Landlord has incurred, and a reasonable estimate of the Landlord of expenses the Landlord expects to incur, in connection with the re-entering, terminating, re-letting, collecting sums due or payable by the Tenant, and storing and realizing upon assets seized, including without limitation brokerage fees, legal fees, and disbursements, the expenses of cleaning and making and keeping the Premises and License Area in good order, and the expenses of repairing the Premises and preparing them for re-letting.

16.7 Waiver of Distress and Bankruptcy

The Tenant waives the benefit of any present or future statute taking away or limiting the Landlord's right of distress and covenants and agrees that notwithstanding any such statute none of the goods and chattels of the Tenant on

the Premises at any time during the Term shall be exempt from levy by distress for Rent in arrears. The Tenant will not sell, dispose of, or remove any other fixtures, goods, or chattels of the Tenant from or out of the Premises during the Term without the consent of the Landlord, unless the Tenant is substituting new fixtures, goods, or chattels of equal value or is bona fide disposing of individual items which have become excess for the Tenant's purposes; and the Tenant will be the owner or lessee of its fixtures, goods, and chattels and will not permit them to become subject to any lien, mortgage, charge, or encumbrance. The Tenant agrees that it will not, without the Landlords' consent, repudiate or disclaim this Lease in any bankruptcy, insolvency, re-organization, or other proceeding or court application, and if required by the Landlord, waives in favour of the Landlord the benefit of s. 65.2 of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3 as amended, and any provision of similar import.

16.8 Re-letting and Sale of Personalty

Whenever the Landlord becomes entitled to re-enter upon the Premises under any provision of this Lease, the Landlord, in addition to its other rights, shall have the right as agent of the Tenant to enter the Premises and re-let them (for a term or terms shorter or longer than the balance of the Term, granting reasonable concessions in connection therewith), and to receive the Rent therefore, and as the agent of the Tenant to take possession of any furniture or other property thereon, and to sell the same at public or private sale without notice, and to apply the proceeds thereof and any rent derived from re-letting the Premises upon account of the Rent due and to become due under this Lease, and the Tenant shall be liable to the Landlord for the deficiency, if any.

16.9 Surrender on Termination

Forthwith upon the termination of this Lease, whether by effluxion of time or otherwise, the Tenant shall vacate and deliver up possession of the Premises in a neat and tidy state and in good and substantial repair in accordance with the Tenant's obligation under this Lease to repair the Premises, but subject to the Tenant's rights and obligations in respect of removal in accordance with clause 11.3, and subject to reasonable wear and tear. At the same time the Tenant shall surrender to the Landlord at the place than fixed for the payment of Rent all keys and other devices which provide access to the Premises, or any part thereof and shall inform the Landlord of all combinations to locks, safes, and vaults, if any, in the Premises.

17. MISCELLANEOUS

17.1 Notices

Any notice required or contemplated by any provision of this Lease shall be given in writing, and if to the Landlord, either delivered to an executive officer of the Landlord or delivered or mailed (by prepaid registered mail) to the Landlord at the address set out in sub-clause 1.1(a), or if the Landlord has given the Tenant notice of another address in Canada to which notices to the Landlord under this Lease are to be given, then to the last such address of which the Tenant has been given

notice; and if to the Tenant, either delivered to the Tenant personally (or to a partner or officer of the Tenant if the Tenant is a firm or corporation) or delivered or mailed (by prepaid registered mail) to the Tenant at the Premises. Every such notice shall be deemed to have been given when delivered or, if mailed as aforesaid, upon the third business day after the day of mailing thereof in Canada provided that if mailed, should there be a mail strike, slowdown, or other labour dispute which might affect delivery of such notice between the time of mailing and the actual receipt of notice, then such notice shall only be effective if actually delivered.

17.2 Extraneous Agreements

The Tenant acknowledges that there are no covenants, representations, warranties, agreements, or conditions expressed or implied relating to this Lease, the Premises save as expressly set out in this Lease and in any agreement to lease in writing between the Landlord and the Tenant pursuant to which this Lease has been executed. In the event of any conflict between the terms of this Lease and such agreement to lease, the terms of this Lease shall prevail. This Lease may not be modified except by an agreement in writing executed by the Landlord and the Tenant, and no verbal agreements or conversations with any officer, agent, or employee of the City, either before or after the execution of this agreement, shall affect or modify any of the terms or obligations herein contained.

17.3 Time of Essence

Time shall be of the essence in this Lease.

17.4 Enurement

This Lease and everything herein contained shall enure to the benefit of and be binding upon the successors and assigns of the Landlord and its heirs, executors, and administrators and the permitted successors and permitted assigns of the Tenant.

17.5 References to Tenant

References to the Tenant shall be read with such changes in gender as may be appropriate, depending upon whether the Tenant is a male or female person or a firm or corporation. If the Tenant is comprised of more than one person or entity, then each such person and entity is jointly and severally bound by the representations, warranties, agreements, and covenants of the Tenant herein and any notice given or deemed to have been given at any time to any such person or entity shall be deemed to have been given at the same time to each other such person and entity.

17.6 Frustration

Notwithstanding the occurrence or existence of any event or circumstance or the non-occurrence of any event or circumstance, and so often and for so long as the same may occur or continue which, but for this clause, would frustrate or void this

Lease, and notwithstanding any statutory provision to the contrary, the obligations and liability of the Tenant hereunder shall continue in full force and effect as if such event or circumstance had not occurred or existed.

17.7 Waiver

No condoning, excusing, or overlooking by the Landlord or Tenant of any default, breach, or non-observance by the Tenant or the Landlord at any time or times in respect of any covenant, proviso, or condition herein contained shall operate as a waiver of the Landlord's or the Tenant's rights hereunder in respect of any continuing or subsequent default, breach, or non-observance or so as to defeat or affect in any way the rights of the Landlord or the Tenant herein in respect of any such continuing or subsequent default or breach, and no acceptance of Rent by the Landlord subsequent to a default by the Tenant (whether or not the Landlord knows of the default) shall operate as a waiver by the Landlord, and no waiver shall be inferred from or implied by anything done or omitted by the Landlord or the Tenant save only express waiver in writing.

17.8 Governing Law and Severability

This Lease shall be governed by and construed in accordance with the laws in force in the province of British Columbia. The venue of any proceedings taken in respect of or under this Lease shall be Kelowna, British Columbia as long as such venue is permitted by law, and the Tenant shall consent to any application by the Landlord to change the venue to Kelowna, British Columbia of any proceedings taken elsewhere. The Landlord and the Tenant agree that all the provisions of this Lease are to be construed as covenants and agreements as though the words importing such covenants and agreements were used in each separate section hereof. Should any provision or provisions of this Lease be illegal or not enforceable, it or they shall be considered separate and severable from the Lease and its remaining provisions shall remain in force and be binding upon the parties as though the said provision or provisions had never been included.

17.9 Captions

The captions appearing in this Lease have been inserted as a matter of convenience and for reference only and in no way define, limit, or enlarge the scope or meaning of this Lease or of any provision thereof.

17.10 Acceptance

The Tenant accepts this Lease, to be held by it as tenant, and subject to the conditions, restrictions, and covenants above set forth. The acceptance of possession of the Premises shall be conclusive evidence as against the Tenant that at the Commencement Date of the Term the Landlord had duly completed all work required to be completed by the Landlord prior to the Commencement Date of the Term and the Premises were in good order and satisfactory condition for the commencement of the work and business of the Tenant.

17.11 Deposit

If the Landlord is holding any deposit in connection with this Lease, then unless the Landlord agreed in writing to different arrangements at the time the Landlord received the deposit, the deposit shall be held by the Landlord on a non-interest bearing basis to be applied to the Annual Base Rent for that month of the Term during which Annual Base Rent is first payable hereunder.

17.12 Expropriation

If at any time during the Term the interest of the Tenant under this Lease or the whole or any part of the Premises shall be taken by any lawful power or authority by the right of expropriation, the Landlord may at its option give notice to the Tenant terminating this Lease on the date when the Tenant or Landlord is required to yield up possession thereof to the expropriating authority. Upon such termination, or upon termination by operation of law, as the case may be, the Tenant shall immediately surrender the Premises and all its interest therein, Rent shall abate and be apportioned to the date of termination, the Tenant shall forthwith pay to the Landlord the apportioned Rent and all other amounts which may be due to the Landlord up to the date of termination, and clause 14.8 shall apply. The Tenant shall have no claim upon the Landlord for the value of its property or the unexpired Term of this Lease, but the parties shall each be entitled to separately advance their claims for compensation for the loss of their respective interests in the Premises, and the parties shall each be entitled to receive and retain such compensation as may be awarded to each respectively. If an award of compensation made to the Landlord specifically includes an award to the Tenant, the Landlord shall account therefore to the Tenant. In this clause the word "expropriation" shall include a sale by the Landlord to an authority with powers of expropriation, in lieu of or under threat of expropriation.

17.13 Statutory Functions

Nothing contained herein shall impair or affect in any way the exercise by the Landlord of its functions and authority under any enactment, constating document, law, bylaw, resolution or other source of authority.

IN WITNESS WHEREOF the parties have executed this Lease.

SIGNED, SEALED AND DELIVERED by the Landlord in the presence of:

THE CITY OF KELOWNA)
 by its authorized signatories:)
 _____)
 Mayor)
 _____)
 City Clerk)

 Witness

 Address

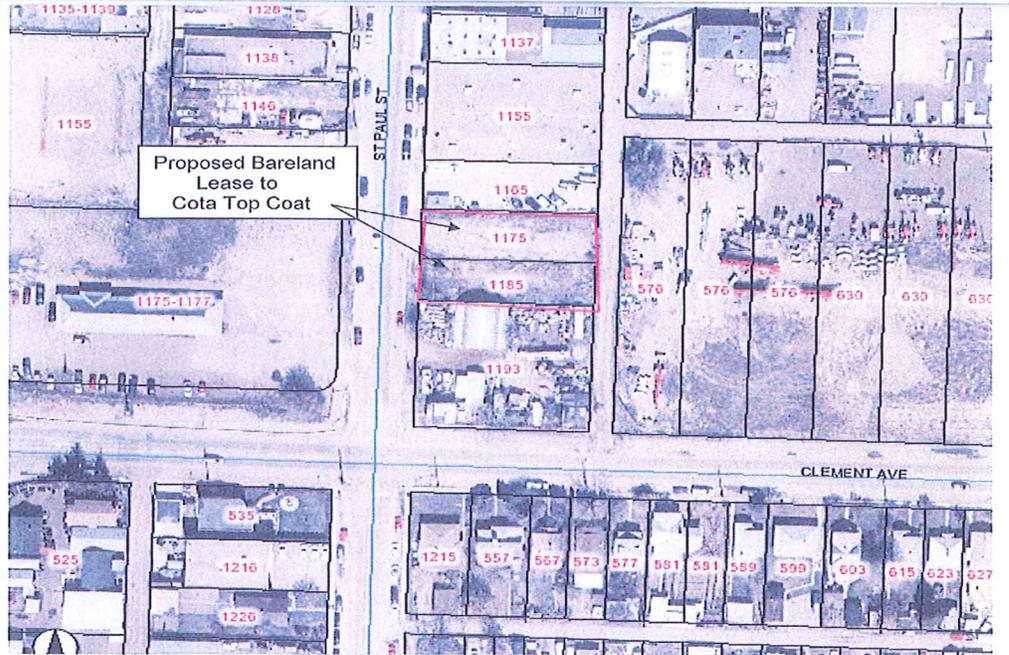
 Occupation



COTA TOP COAT SEALING LTD.)
 by its authorized signatories:)
Sandy K...)
 _____)
 _____)

[Signature])
 _____)
 Witness)
1435 WATER ST, Kelowna BC)
 _____)
 Address)
PROPERTY OFFICER)
 _____)
 Occupation)

PLAN OF THE LEASED PREMISES



SCHEDULE B**DEFINITIONS**

In this Lease the following expressions shall have the following meanings:

“Additional Rent” means all sums of money to be paid by the Tenant, whether to the Landlord or otherwise under this Lease, except for Annual Base Rent and Goods and Services Tax payable by the Tenant.

“Annual Base Rent” means the annual Rent set out in sub-clause 1.1(g) and payable by the Tenant as set forth in clause 4.2.

“Basic Terms” means those terms set out in clause 1.1.

“Commencement Date” means the date the term commences as set forth in or determined under sub-clause 1.1(e) and subject to clause 3.2.

“Goods and Services Tax” or “GST” means and includes any and all sales Taxes, value added Taxes, business transfer Taxes, or any other Taxes imposed on the Landlord or the Tenant from time to time in respect of the Rent payable by the Tenant to the Landlord under this Lease or the Rental of the Premises or the provision of any goods, services, or utilities whatsoever by the Landlord to the Tenant under this Lease, whether characterized as a Goods and Services Tax, sales Tax, value added Tax, business transfer Tax, or otherwise.

“Insured Damage” means that part of any damage occurring to any portion of the Premises for which the Landlord is responsible, of which the entire cost of repair is actually recoverable by the Landlord under a policy of insurance in respect of fire and other perils from time to time effected by the Landlord, or, if and to the extent that the Landlord has not insured and is deemed to be a co-insurer or self-insurer under clause 11.1, would have been recoverable had the Landlord effected insurance in respect of perils, to amounts and on terms for which it is deemed to be insured.

“Land” means that parcel of land bordering on Clement Avenue and Richter Street in the City of Kelowna, British Columbia, more particularly described as Portion of Lots A & B, Plan 63401, ODYD.

“Lease Year” means, in the case of the first Lease Year, the period beginning on the Commencement Date and terminating 12 months from the last day of the calendar month in which the Commencement Date occurs (except that if the Commencement Date occurs on the first day of a calendar month, the first Lease Year shall terminate on the day prior to the first anniversary of the Commencement Date) and, in the case of each subsequent Lease Year, means each 12-month period after the first Lease Year.

“Leasehold Improvements” means all fixtures, improvements, installations, alterations, and additions now and from time to time hereafter made, erected or installed, whether by the Tenant, and the Landlord or anyone else, in the Premises,

including all partitions however fixed (including movable partitions) and all wall-to-wall carpeting with the exception of such carpeting where laid over vinyl tile or other finished floor and affixed so as to be readily removable without damage, but excluding trade fixtures and unattached free-standing furniture and equipment.

“Premises” means the Land bordering Clement Avenue and St. Paul Street as set out in sub-clause 1.1(c) and shown on Schedule A.

“Prime Rate” means the rate of interest declared from time to time by the main branch, Bank of Montreal, Kelowna, British Columbia, to the Landlord as the annual rate of interest.

“Rent” means and includes the Annual Base Rent, Additional Rent, and all other sums payable by the Tenant to the Landlord under this Lease except for Harmonized Sales Tax payable by the Tenant.

“Taxes” means all Taxes, rates, duties, levies, and assessments whatsoever, whether municipal, parliamentary, or otherwise, which are levied, imposed, or assessed against or in respect of the Premises, the Land, which are from time to time levied, imposed or assessed in the future in addition or in lieu thereof, including, without limitation, those levied, imposed, or assessed for education, schools and local improvements.

“Tax Cost” for any calendar year means an amount equal to the aggregate, without duplication, of all Taxes in respect of such calendar year.

Tenant’s Share” means the proportion of Taxes attributed to the Premises.

“Term” means the Term of this Lease set forth in sub-clause 1.1(e) and any renewal or extension thereof and any period of permitted overholding.

Landlord & Tenant Responsibility Checklist

Cota Top Coat Sealing

	City, Cost borne by the City	City, Cost borne by the Tenant	Cost borne by the tenant	Does not apply
Boiler operating permits				X
Electrical field safety representative				X
Electrical operating permit				X
Electrical system preventative maintenance (see appendix "B")				X
Electrical system repairs (liability limit)				X
Electrical/lights - lamp & tube replacement				X
Elevator equipment repairs (liability limit)				X
Elevator maintenance contract				X
Elevator operating permits				X
Emergency lighting testing & repairs				X
Exterior doors, windows, facades, utilities, parking lots, lighting etc.				X
Fire alarm system repairs (liability limit)				X
Fire alarm system testing & inspection contracts				X
Fire extinguisher monthly & annual inspections				X
Fire safety plan and fire drills				X
Fire sprinkler system repairs (liability limit)				X
Fire sprinkler system testing and inspection contracts				X
Furnishings (maintain & replace)				X
Garbage removal				X
HVAC preventative maintenance (see appendix "A")				X
HVAC repairs (liability limit)				X
Insurance - automotive			X	
Insurance - liability			X	
Insurance - property, building			X	
Insurance - tenant owned furnishings & fixtures			X	
Insurance - tenant owned operation equipment, computers, & furnishings			X	
Interior walls, flooring, doors, ceilings, lighting, plumbing fixtures etc.				X
Internet				X
Janitorial services & supplies				X
Kitchen Exhaust Hood preventative maintenance (See appendix "E")				X
Kitchen Exhaust Hood repairs (liability Limit)				X
Kitchen Hood Fire suppression system preventative maintenance (See appendix "E")				X
Kitchen Hood Fire suppression repairs (Liability Limit)				X
Kitchen Hood Fire suppression testing				X
Landscape maintenance			X	
Licences & permits			X	
Parking lots - lighting, parking lines, sweeping, asphalt, signage, drainage etc.			X	

Pest control			X	
Plumbing system preventative maintenance (see appendix "C")				X
Plumbing system repairs (liability limit)				X
Recycling program			X	
Roof inspection & maintenance (see appendix "D")				X
Roof repairs (liability limit)				X
Security system				X
Signage			X	
Snow removal			X	
Taxes			X	
Telephone			X	
Tenant improvements			X	
Tenant improvements - Maintenance			X	
Tree removal				X
Utilities - electricity			X	
Utilities - natural gas			X	
Utilities - propane			X	
Utilities - water, sewer			X	
Vandalism (exterior) (liability limit)			X	
Vandalism (interior) (liability limit)				X
Window Cleaning (exterior)				X
Window Cleaning (interior)				X

Document Revision History:			
Revision	Description	Revised by	Date

Report to Council



Date: August 7, 2013
Rim No. 1620-15
To: City Manager
From: Sport and Event Development Manager
Subject: [Title]

Report Prepared by: Event Development Supervisor

Recommendation:

THAT Council receives the report from the Sport & Event Development Manager dated August 7, 2013;

AND THAT Council directs staff to forward the following recommendation to the Provincial Liquor Control and Licensing Branch (LCLB):

In accordance with Section 53 of the Liquor Control and Licensing Regulation and Council Policy No. 359, BE IT RESOLVED THAT:

Council supports the application from Pacific Sport for the Destination Races Wine Country Half Marathon to be held in Waterfront Park on September 7, 2013 to be included in the Site Licensing and Minors Pilot for Festivals.

Purpose:

To seek Council's support for inclusion of the Destination Races Wine Country Half Marathon in the LCLB Site Licensing and Minors Pilot for Festivals.

Background:

Destination Races holds a number of "Wine Country Half Marathons" in the United States. On September 7, 2013, Kelowna will be the host of the first Wine Country Half Marathon in Canada. Up to 2000 people are expected to run in this inaugural race. The race begins at 7:00 am at Vibrant Vines winery and finishes in Waterfront Park. As the name suggests, part of the draw for participants is experiencing "Wine Country." With that in mind, at the conclusion of the race in Waterfront Park is a "Wine and Music Festival" involving tastings from local wineries and breweries. There will also be musical entertainment, food, prizes and awards during the festival. In addition to the half marathon, other add-ons are available for participants and visitors such as organized wine tours, a race expo, a pre-race dinner and a

post-race reception turning it into a three day celebration. The festival will take place between 9:30 am and noon in Waterfront Park.

The liquor license will be for a capacity of 5000 people. This will include runners, spectators and visitors. In accordance with the regulations for a Special Occasion Licence, Pacific Sport, a non-profit society, will hold the liquor licence. Entrance into the festival is free; however, there is a fee of \$25 to take part in the tastings.

Minors are generally prohibited from designated liquor services areas at events where a Special Occasion License has been issued. LCLB has developed a pilot program which allows minors to be in the liquor service area under adult supervision. Municipalities can identify up to two events for inclusion in the pilot. In June, Council supported the inclusion of the Tennis Futures Tournament at Parkinson Recreation Centre in the pilot project. This event was well received and no incidents were reported with regards to the site licence.

Staff support the application for the Wine Country Half Marathon's Wine and Music Festival to be included in the pilot project. If the application is successful, the entire event site would be licensed allowing minors and their families to stay together during this event.

Internal Circulation: Divisional Director, Active Living and Culture; Manager, Urban Planning; City Clerk

Existing Policy: Council Policy #359 - Liquor Licensing Policy and Procedures

External Agency/Public Comments: The Special Provincial Constable Liquor Inspector and the RCMP are supportive of including the event in the pilot program.

Considerations not applicable to this report:

Legal/Statutory Authority:

Legal/Statutory Procedural Requirements:

Financial/Budgetary Considerations:

Personnel Implications:

Communications Comments:

Alternate Recommendation:

Submitted by:

Jim Gabriel, Divisional Director
Active Living and Culture

Attachments: Site Licensing and Minors Pilot for Festivals - Overview for Municipalities

cc: : Divisional Director, Active Living and Culture; Manager, Urban Planning

May 17, 2013

SITE LICENSING AND MINORS PILOT FOR FESTIVALS

Overview for Municipalities

The Liquor Control and Licensing Branch is considering new Special Occasion Licensing options for festivals and major community events in British Columbia.

Entire event sites are not normally licensed under a SOL. The Branch is proposing changes to allow the licensing of entire sites at festivals. The proposed changes are intended to be used sparingly and for events where site licensing and/or the presence of minors in a licensed area would be suitable.

The Branch will proceed with a pilot for site licensing of SOLs at community festivals. Members of the UBCM liquor policy working group are invited to solicit event organizers for participation.

Site Licensing

Large special events are generally not permitted to have liquor service across a broad area or entire site. The piloting of site licensing will allow an entire event location to receive permission for liquor sales and consumption throughout the site.

Minors

Minors are generally prohibited from designated liquor service areas at events where a Special Occasion Licence has been issued. This pilot will assess the suitability of a more flexible SOL licensing process where minors can be present in liquor service areas under adult supervision.

Pilot Application Process

1. UBCM working group member municipalities are invited to identify **up to two (2)** major festivals for participation and approach them to solicit participation.
2. Interested applicants must submit a LCLB Application for SOL Policy Exemption to LCLB **at least 30 days** in advance of the event¹ using the existing application process, under the 'other' requests section on the application form. Applications must include:
 - a. A detailed summary of the nature of the event with the permissions requested,
 - b. A copy of the Local Government/First Nation resolution,
 - c. Endorsement from the local police detachment,
 - d. A complete and detailed Security Plan; and
 - e. Any other supporting documentation.
3. LCLB will review the application and determine whether to grant the exemption.
4. Any major changes to the application as a result of LCLB's review will be forwarded to municipal staff for review. A second resolution will not normally be required.

¹ Note: The pilot will allow for a 30 day application timeframe due to the proximity to the summer festival season. If permanently approved, this policy will likely involve a longer timeframe in future years.

5. LCLB will notify the applicant of the decision with copies sent to the respective local government and police. Once in receipt of the approval letter, the applicant may proceed to apply for the SOL at a BC Liquor Store using existing procedures.

Eligibility

Community events and festivals are the only types of events eligible for this exemption. The nature of the event or festival is expected to be sufficient to distinguish itself as a festival or community event.

This exemption will not be granted to events where the exemptions would be unsuitable or contrary to the public interest. Events with an adverse compliance history will not be considered for the pilot.

Site Licensing conditions

The Branch will consider a variety of factors in allowing licensing across an entire site, including:

- the demographics of the patrons,
- risk level of the event,
- event site layout and supervision,
- the time and length of the event,
- the expected number of attendees, and
- the nature of the activities occurring.

A selection of hot and cold food and non-alcoholic beverages must be available throughout the licensed area.

Minors conditions

The following conditions must generally be met to allow minors to be present in a liquor service area at festivals:

- The minor is accompanied by a parent or guardian.
- Admission is controlled through gated entry or by purchasing tickets.
- The time and duration of the both the event and liquor service are clearly defined, and generally during daylight hours.
- Entertainment and the demographic it attracts are suitable for minors.
- No shift in the event's focus occurs between daytime and evening hours, unless minors are required to leave at a specified time prior to that shift in focus.

The event may be permitted to allow minors access to the entire licensed area or to designate a food and beverage area which serves a limited variety of alcohol plus non-alcoholic beverages and food, where minors are permitted when with a parent or guardian.

Other terms and conditions

Police and local governments will have the opportunity to impose terms and conditions as part of the exemption approvals process.

LCLB may impose other terms and conditions on exemption approvals if it is in the public interest to do so.

Responsibility and Enforcement

LCLB Liquor Inspectors will be involved in site planning and may conduct an inspection of the site prior to and during the event.

Evaluation

This pilot will start with events on July 1 and conclude on September 30, 2013. No additional exemptions will be granted until the pilot has been reviewed and evaluated.

Participating municipalities are invited to provide feedback on the pilot no later than November 30, 2013.

Questions

Questions can be directed to Brad McRobert, Manager of Special Occasion Licence program at 250-952-5741 or brad.mcrobert@gov.bc.ca.

Report to Council



Date: August 12, 2013
Rim No. 1950-06
To: City Manager
From: George King, Revenue Manager
Subject: [Title]

Recommendation:

THAT Council approve the renewal of a specified area for the purpose of annually funding, over a 5 year period, the Kelowna Downtown Business Improvement Area pursuant to Sections 215 of the Community Charter, for the properties included within the boundary as outlined on Schedule "A" to the Report of the Revenue Manager dated August 12, 2013;

AND THAT Bylaw 10880 being the Kelowna Downtown Business Improvement Area Bylaw be advanced for reading consideration;

AND FURTHER THAT 4:00 p.m., Monday, September 23, 2013 be set as the deadline for receipt of petitions against the proposed Kelowna Downtown Business Improvement Area renewal bylaw.

Purpose:

To approve the renewal of a specified area for the purpose of annually funding, over a 5 year period, the Kelowna Downtown Business Improvement Area.

Background:

Section 215 of the Community Charter permits Council, by bylaw, to grant funds to an organization that has as one of its aims, function or purposes, the planning and implementation of a business promotion scheme. Council may raise the necessary funding by levying and imposing a tax on the benefiting properties.

The first Kelowna Downtown Business Improvement Area (BIA) was established for the 5 years beginning in the 1989 Fiscal Year, with renewals in 1994, 1999, 2004 and 2009. The BIA is

approximately bounded by Okanagan Lake to the west, just south of Harvey Avenue to the south, parts of Richter extending to St. Paul to the east and Sunset Drive to the north. The Downtown Kelowna Association wishes to expand its boundary by taking on properties located on 1327 St. Paul (St. Paul Place), 1345 St. Paul (Public Guardian and Trustee office), and 1155 Ellis (Sunplex Sports Arena). Adding the two properties on St. Paul will complete the 1300 block of St. Paul Street.

The Kelowna Downtown Business Improvement Area business promotion scheme, which outlines the history, goals and provides details of the BIA services, is attached as Schedule "B".

The Downtown Kelowna Association wishes the City to continue to raise the annual grant by levying a tax on the land and improvement for those properties assessed as Class 5 (Light Industrial) and Class 6 (Business) with the exception of Federal, Provincial and Municipal owned properties used for government purposes. Government properties leased out for private commercial use will be subject to the levy.

The bylaw authorizes Council to grant to the Association, to a maximum dollar value, an amount equal to its annual budget. For the term of the bylaw, the amounts are (Schedule "C"-Proposed Budget attached):

2014	-	\$780,850
2015	-	\$804,276
2016	-	\$828,404
2017	-	\$857,398
2018	-	\$887,407

A report to Council will be prepared for approval of the grant prior to each fiscal year covered in the bylaw. The 5-year term of the bylaw will conclude on December 31, 2018.

Legal/Statutory Authority:

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

Legal/Statutory Procedural Requirements:

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

Considerations not applicable to this report:

Internal Circulation:

Existing Policy:

Financial/Budgetary Considerations:

Personnel Implications:

External Agency/Public Comments:

Communications Comments:

Alternate Recommendation:

Submitted by:

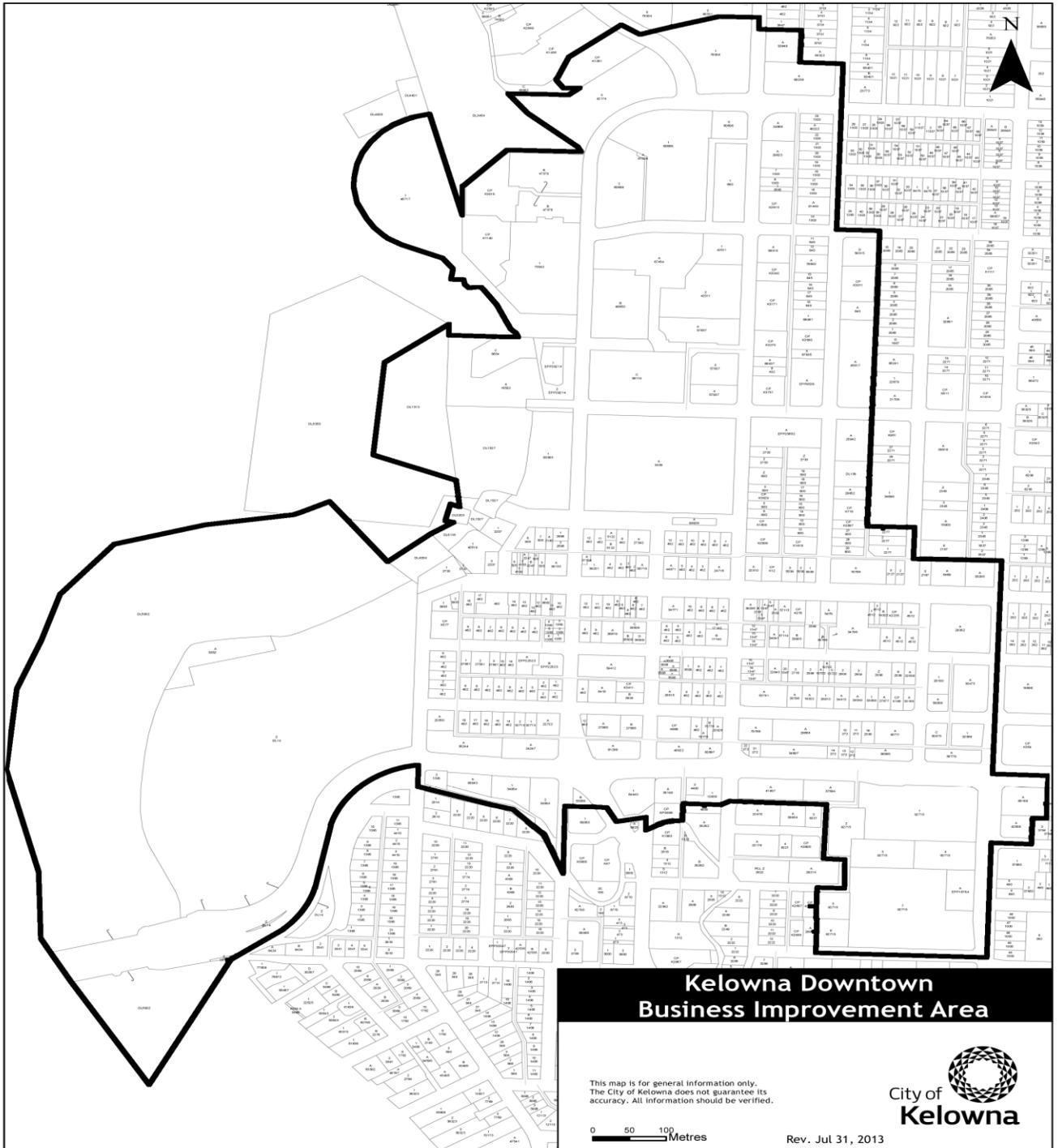
G.L. King, CMA, Revenue Manager

Approved for inclusion:



Keith Grayston, CGA, Director, Financial Services

Schedule "A"



Schedule "B"

DOWNTOWN KELOWNA

Kelowna Downtown Business
Improvement Area Association
Business Promotion Scheme 2014 - 2018

Kelowna Downtown Business Improvement Area Association
Business Promotion Scheme 2014 – 2018

Schedule “B”

History

The Kelowna Downtown Business Improvement Area Association (Downtown Kelowna Association, DKA) is a registered not-for-profit society with a mission to ensure the Downtown Kelowna neighbourhood is a safe and desirable place to conduct business, live, work, and recreate. While initially formed as a volunteer grass roots organization in the mid 1980s, the DKA officially came into existence as an entity in November 1989 funded through an improvement levy collected by the municipality from commercial properties in the area. The annual levy becomes the Association’s base operating budget upon which the organization leverages additional funding from partners including various levels of governments, contracts for service and corporate sponsors to support programs and initiatives.

As the third community in British Columbia to initiate a Business Improvement Area (BIA), the Association has grown to become a provincial leader in programs and initiatives. The current Executive Director, Peggy Athans, sits on the BIABC Board of Directors.

Benefits of a BIA

Coordinated Efforts – Working together, everyone is able to achieve more than working alone. Whether it is addressing street issues, managing growth and development, or attracting new businesses, the efforts of the Association, its membership, and stakeholders has an impact in the community.

Sustainable Funding – Through a five year mandate, the BIA structure allows the Association to plan and execute multi-year programs. This has allowed the expansion of programs from ad hoc or seasonal to annual programs through a mix of core funding and leveraged dollars from government and corporate sources. Each year, the DKA typically leverages approximately 17.5% of its annual base budget towards core projects and initiatives from government and corporate sources.

Self-Reliance – The BIA model provides both the structure and mechanisms for the Association to identify Downtown priorities and useful programs and allocate money towards these initiatives. Businesses benefit from the whole area coming together to leverage its resources verses each business trying to work independently.

Strong Public Image – The activities and commitment of the Association to improve the area through stewardship raises the profile of the Downtown and creates an image of a “cared for” area of the community.

Community Benefits – Consensus amongst economic development professionals, supported by numerous development reports, relate that the health of an entire community can be measured by the success of its Downtown. A strong vibrant Downtown, the heart of any community regardless of size, enhances the image and economy of the entire community.

Schedule "B"

Downtown Kelowna Boundary & Membership

The Downtown Kelowna Association membership consists of the businesses and property owners located within the current 42 square block radius from Harvey Avenue to Clement Avenue and from Okanagan Lake to Richter Street (see map on page 3). In anticipation of the Central Greens Development Project in the next five years, expanding the current boundaries extensively would comprise the level of service and value that the DKA could provide to its membership. The DKA wishes to expand its existing boundary by taking in only three new properties.

1. 1327 St. Paul Street
2. 1345 St. Paul Street
3. 1155 Ellis Street

Who is the Membership?

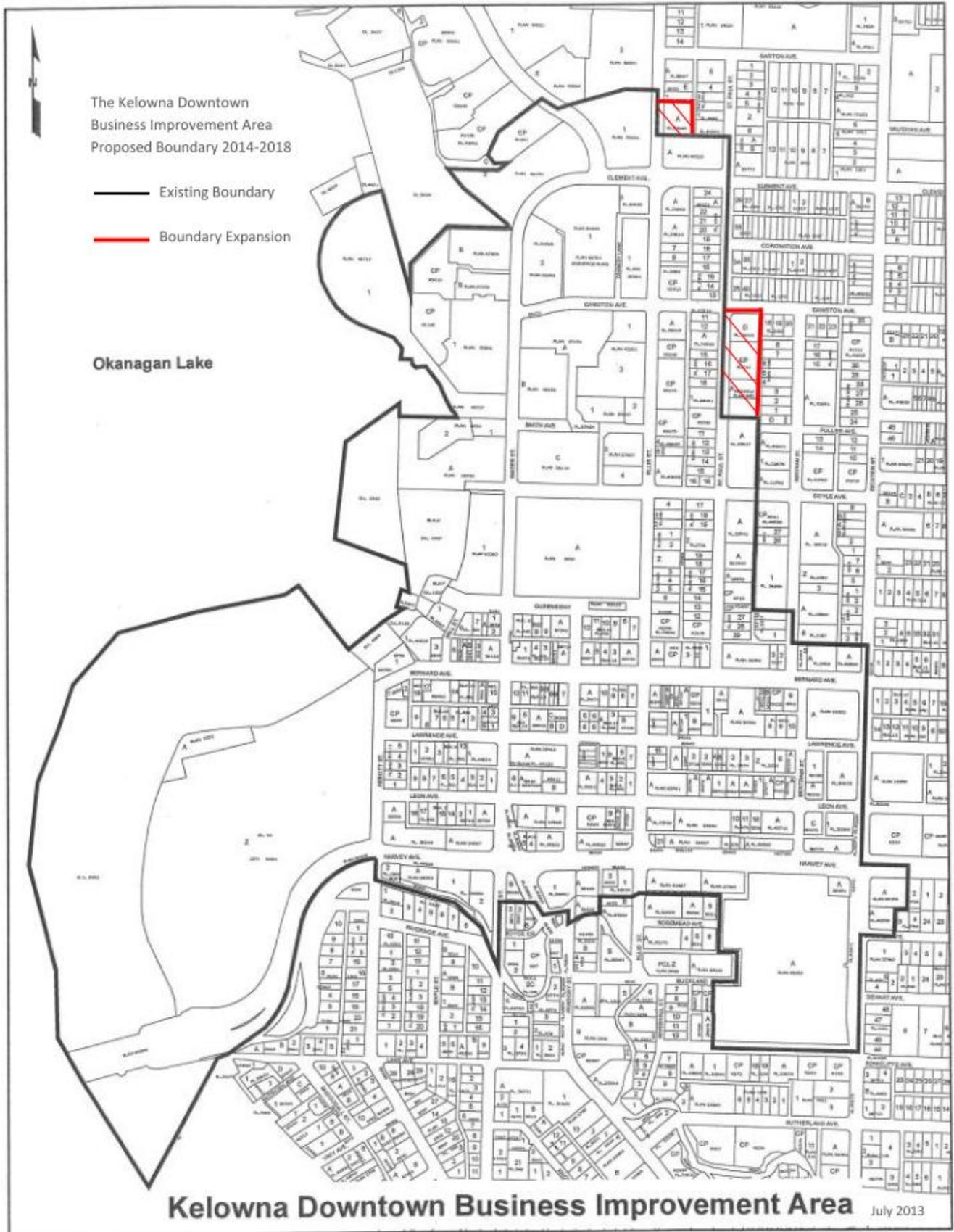
Membership consists of the businesses and properties (Class 5 and 6) within the boundary area (see map on page 3).

As of January 2013, there are 1226 members – 443 property owners and 783 businesses.

Top Ranking Categories

Professional Services	161	20.6%
Retail	157	20.1%
Services	132	16.9%
Restaurants	75	9.6%
Government & Not-For-Profit	62	7.9%
Lawyer & Notary	43	5.5%
Beauty, Spa & Barber	36	4.6%
Art	23	2.9%
Entertainment & Attractions	18	2.3%
Medical & Dental	14	1.8%
Coffee & Tea Houses	12	1.5%
Museums & Theatre	10	1.3%
Points of Interest	9	1.1%
Accommodation	5	0.6%

Schedule "B"



Schedule "B"

Downtown Kelowna Vision & Mission Statement

Vision

Our vision is for Downtown Kelowna to be recognized as a vibrant and thriving business community.

Mission

The Downtown Kelowna Association plays a leadership role in fostering the continued development of the Downtown as a safe and desirable place to conduct business, live, work and enjoy through **advocacy**, **fostering collaboration among members** and **community stakeholders**; and **execution** of innovative programs.

Goals for 2014 - 2018

Accountability

The Downtown Kelowna Association is governed by a membership elected Board of Directors. The Board and sub-committees complete ongoing evaluations of programs and initiatives to ensure effectiveness and financial responsibility. Results from an annual Membership Survey on a wide range of issues are used, together with input from the Board of Directors, to develop an annual Service Plan with a clear list of priorities.

Membership Communication

The DKA will continue to make communication with the membership a top priority through the following avenues:

- **The website (downtownkelowna.com)** features the Member's Centre that includes clearly marked links to Services, Programs, Events and On-Street Services.
- **An E-Newsletter** to keep members up to date.
- **Bi-annual open houses** which gives the members a chance to come up to the DKA office, talk one-on-one with the staff, ask questions, learn how to take advantage of downtownkelowna.com and talk about advocacy.
- **A Membership Checklist** which gives members a clear list of complimentary ways they can promote their businesses.
- **Face to face contact.** The most effective way to communicate with our members is face to face. DKA staff visits businesses to provide information on events and promotions, voice radio ads, appear in promotional videos and to increase membership engagement in all of the DKA initiatives.

Schedule "B"

- **An annual Membership Survey** to evaluate the level to which membership feels that the DKA represents their point of view and evaluate how the membership values the DKA services and initiatives.

Business Recruitment

The DKA will work with the City of Kelowna, leasing and sales agents plus the Economic Development Commission to attract businesses and developments to Downtown through the following avenues:

- Partner with the City of Kelowna to produce and maintain a Downtown **Information Package** which communicates the unique Downtown attributes, incentives and projects in progress.
- Maintain an **Interactive Map** hosted on **downtownkelowna.com** that highlights photos and details of current and in progress development projects.
- Attend the annual **ICSC Conference and Tradeshow** at Whistler.
- Facilitate a **Working Group** of Downtown developers, leasing and sales agents and the City of Kelowna Real Estate staff to assist in keeping the information up to date and provide details of ongoing projects.

Advocacy

The DKA Board of Directors will identify advocacy priorities on an on-going basis and the DKA clearly communicates those priorities to the City of Kelowna and the DKA members. The DKA will take steps to ensure that the Advocacy goals are understood and supported by the membership. The DKA Board and staff will work with the City of Kelowna to achieve advocacy goals. The five year Advocacy Goals are to achieve the following:

- Have sufficient public toilets to service the Downtown.
- Restore two-way traffic lower Leon and Lawrence.
- Ensure the Ellis Truck Route reroute to Gordon Drive is implemented.
- Ensure the Kerry Park redesign is implemented.
- Work with the City of Kelowna and Ministry of Transportation to install prominent signage on Highway 97 identifying Downtown Kelowna and create one or more prominent entrance features to Downtown Kelowna.
- Encourage the City to continue attractive development incentives for Downtown Kelowna.
- Partner with the City to create and implement a communication strategy to change the public perception of parking in Downtown. Work with the City to address Downtown parking issues that may arise as revitalization progresses.

On-Street Services

The DKA's philosophy is that *taking care of place is a crime prevention tool*. As revitalization of Downtown Kelowna progresses, the demands placed on the Downtown On-Call (security) and Clean Team programs will increase. In the next five years the DKA will invest in and enhance the On-Street

Schedule "B"

Services programs. Man power will be increased and equipment purchased to increase efficiencies. These programs are vital in keeping Downtown safe and clean and are the programs most valued by the membership.

In 2012, the DKA purchased a Polaris Ranger utility vehicle, which is equipped with a power washer, graffiti removing supplies and a snow blade in the winter. In 2014, the DKA will purchase a second

vehicle for the On-Street Services Manager. This will increase the security presence, allow the teams to cover more ground in a shorter period of time and will lower call response times.

Downtown On-Call

The Downtown On-Call team is trained to deal with front line issues related to personal safety, hospitality and help create a positive social environment in Downtown Kelowna. Starting in 2014, the Downtown On Call program will go from six days a week to seven and the hours will be extended until later in the evenings on Fridays and Saturdays. The DKA will continue to foster a positive working relationship with the RCMP, Bylaws and Social Services.

On-Call duties include:

- Street Patrol – clearing the streets and public spaces of sleepers and undesirables.
- On-site assistance, Security Alerts to membership and safe walk escorts.

Downtown Clean Team

In the past the Clean Team program was a seasonal program running mid-March to mid-November. In 2013, the DKA hired a full time employee and the program ran the full calendar year. With the addition of the utility vehicle, snow removal is now an additional service offered by the DKA. A seasonal employee was on from April to mid-November. Starting in 2014 there will be two full-time employees working staggered shifts to provide service seven days a week.

The DKA will replace and upgrade the sidewalk sweeper machine to include an attached power washer for those spots that the sweeper cannot access. With the Bernard Avenue revitalization came wider sidewalks and more furniture. Increased traffic has made keeping the sidewalks clean a challenge. The DKA currently has a contract with the City of Kelowna to sweep the parkades, Queensway transit loop and City Park Promenade. It is the goal of the DKA to renew this sweeping contract with the City and to have it extended to cover the additional services (the new Bernard and expanded Library parkade).

Clean Team duties include:

- Sidewalk sweeping.
- Snow removal.
- Graffiti removal.
- Maintaining the alleys free of garbage and debris.

Schedule "B"

Downtown Concierge

Thanks to a Federal funding grant, the Downtown Concierge acts as ambassadors for Downtown Kelowna from May to August. Equipped with a highly visible information booth in Kerry Park, it is the goal for Concierge to provide information about our members to the public. In 2012, two students interacted with 5267 visitors in Downtown. Prior to having a portable information booth that number was only 1880 visitors.

It is the goal of the DKA to secure approval from the City to have a **permanent structure in Kerry Park for an information and storage kiosk.**

Concierge duties include:

- Staffing the Information Booth in Kerry Park.
- Filling the City of Kelowna brochure kiosks.
- Executing the Patio Furniture Program in Kerry Park.
- Informing the Membership of DKA events and promotions and securing membership engagement.
- Updating the Membership Database.

Marketing

In 2011 and 2012, the DKA invested in new branding and creative. This work has a shelf life of three to five years, therefore only requiring minor adjustments over the next three years. This will keep the creative costs down and free up more funds for execution. The DKA has almost doubled the amount of marketing initiative since 2010. There has also been a shift from executing community events in Downtown to now executing promotions that engage the membership and build the membership awareness to the public.

	2012		2011
After 5	10	▼	11
Events	2	▼	3
Retail Promotion	5	▲	0
Restaurant Promotion	2	▲	1
Contests	2	▲	1
Open House	2	▲	0
Total	23		16

The Marketing & Events Plan is in place with the new branding and it is widely supported by the membership. The DKA will continue with the current plan for the next two years. By 2015, the branding, website, programs and events will begin to need refreshing. There is also a line item starting in 2016 for special projects in anticipation of City projects in the Downtown (similar to the Bernard Avenue marketing program). Events will need to grow and the quality enhanced as the Downtown grows and

Schedule "B"

becomes more sophisticated. The five year increase is only 9% - \$15,500 which will allow the DKA to maintain the same level of marketing as the current Marketing & Events Plan with some refreshes.

The DKA will continue to make marketing and events a top priority through the following avenues:

- **Brand Building** – build awareness of Downtown Kelowna, change perceptions of the brand, elevate the image, increase visitation.
- **Promotional Material**
 - Essential Guide – produce and distribute
 - Cultural Guide – produce and distribute
 - Signage and banners
- **Advertising** – Radio, TV, Print and Transit
- **Promotions**
 - Small Shop Saturday and free parking – March, June, October
 - Downtown Kelowna/Okanagan Wine Festival promotions – spring and fall
 - Taste of Downtown – September
 - Bernard Avenue – “It’s Happening”
 - Spot Santa and free parking – December
- **Events**
 - Downtown After 5 (ten per year)
 - Block Party
 - Light Up
- **Communications**
 - Website
 - Eye on Downtown
 - Social Media
- **Media Relations**
 - Press Releases
 - Responding to media requests & interviews.

Schedule "B"

Funding

Levy

The DKA is proposing a onetime increase of 15% for the first year to expand the On-Street Services programs. Subsequent years of the mandate will see a 3% increase over the next two years and 3.5% increase in the last two years to maintain the new initiatives and existing programs to a maximum levy budget of \$887,407 in 2018.

Levy Contribution by Downtown Property Owner:

2014	2015	2016	2017	2018
\$780,850	\$804,276	\$828,404	\$857,398	\$887,407

Other Annual Funding

The On Call and Clean Team revenues have the potential to increase. Currently, the DKA receives \$45,000 from the City for the On Call program and \$19,000 for the Clean Team program. The DKA also earns approximately \$19,000 for performing sidewalk sweeping for the City. These rates were set with the last renewal and were fixed for the past five years. Since these programs are expanding, including the acquisition of more equipment, it is hoped that the City will increase this funding and/or contract work in the next five years.

Downtown On Call funding from the City of Kelowna	\$45,000
Clean Team funding from the City of Kelowna	\$19,000
Sidewalk sweeping contract with the City of Kelowna	\$19,000
Downtown Concierge Federal funding	\$11,250
Total	\$94,250

Estimated Levy Contribution Change Impact Based on a 2% Increase on Property Value

	2013 Value	2013 Levy	2014 Levy	2015 Levy	2016 Levy	2017 Levy	2018 Levy	Average Increase Per
Small Building	\$667,000	\$919.96	\$1,057.95	\$1,089.73	\$1,122.38	\$1,161.67	\$1,202.32	\$56.47
Medium Building	\$1,135,000	\$1,565.45	\$1,800.27	\$1,854.33	\$1,909.89	\$1,976.75	\$2,045.92	\$69.09
Large Building 1	\$2,235,000	\$3,082.62	\$3,545.02	\$3,651.48	\$3,760.89	\$3,892.55	\$4,028.75	\$189.22
Large Building 2	\$2,977,000	\$4,106.03	\$4,721.93	\$4,863.74	\$5,009.47	\$5,184.84	\$5,366.26	\$252.05

2013 Mill Rate: 1.3647 per \$1000 of assessed value on Class 5 and 6 properties.

Schedule "B"

How Does the DKA Spend?

Program Expenditures in 2012

Wages & Benefits	\$249,606	33.4%
On Call	\$181,442	24.3%
General Administration	\$105,934	14.2%
Marketing & Promotions	\$80,074	10.7%
Events	\$57,936	7.8%
Clean Team	\$46,332	6.2%
Concierge	\$22,933	3.1%
Business Recruitment	\$2,674	0.3%
Total	\$746,931	100%

Schedule "B"

Current Staff and Board of Directors

DKA Staff

Peggy Athans, Executive Director	peggy@downtownkelowna.com
Ron Beahun, Manager On-Street Services	ron@downtownkelowna.com
Ryan Watters, Communications Manager	ryan@downtownkelowna.com
Layla Miller, Executive Assistant	layla@downtownkelowna.com
Brittany Hansum, Events Manager	brittany@downtownkelowna.com

DKA Board of Directors

President – Dallas Gray, Newcap Radio	dgray@newcap.ca
Vice President – Dustin Sargent, Davara Enterprises	dustin@davara.ca
Treasurer – Rob Collins, Grant Thornton	rob.collins@ca.gt.com
Secretary – Dan Allen, Doc Willoughby's	danallen99@gmail.com
Past President – Andrew Brunton, Pushor Mitchell	brunton@pushormitchell.com
Ex Officio – Luke Stack, Councillor	lstack@kelowna.ca
Perry Freeman, Colliers International	perry.freeman@colliers.com
Brent Lobson, Imperial Parking	blobson@impark.com
Trevor Neill, Mosaic Books	trevor@bookmanager.com
Jan Johnson, Tigerlily Fashions & Alleycat	tigerlilyfashion@shaw.ca
David Knapp, CIBC	david.knapp@cibc.com
Renee Wasylyk, Troika Developments	renee@troikadevelopments.com
Brice MacDermott, MacDermott's & MacD's	bricemacdermott@gmail.com
Luigi Coccaro, La Bussola Restaurant	labussola@telus.net
Angie Bricker, Georgie Girl Vintage	angiebricker@shaw.ca

Schedule "C"

The Kelowna Downtown Business Improvement Area Association – Renewal Budget 2014-2018

	2014	2015	2016	2017	2018
General Revenue					
Bylaw Levy	780,850	804,276	828,404	857,398	887,407
Total General Revenue	780,850	804,276	828,404	857,398	887,407
Program Revenue					
On Call	45,000	45,000	45,000	45,000	45,000
Clean Team	38,000	38,000	38,000	38,000	38,000
Concierge	11,250	11,250	11,250	11,250	11,250
Total Program Revenue	94,250	94,250	94,250	94,250	94,250
Event Revenue					
Downtown After 5	12,500	12,500	12,500	12,500	12,500
Light Up	2,000	2,000	2,000	2,000	2,000
Block Party	15,000	15,000	15,000	15,000	15,000
Event Sponsorship	0	0	0	0	0
Total Event Revenue	29,500	29,500	29,500	29,500	29,500
Other Revenue					
Co-op Advertising	2,200	2,200	2,200	2,200	2,200
Grants & Donations	0	0	0	0	0
Interest Income	0	0	0	0	0
Recoveries	0	0	0	0	0
Amort of Deferred Contributions	5,436	5,436	5,436	5,436	5,436
Total Other Revenue	7,636	7,636	7,636	7,636	7,636
TOTAL REVENUE	912,236	935,662	959,790	988,784	1,018,793
Program Expense					
On Call (Total)	224,175	236,584	246,535	260,057	271,178
Clean Team (Total)	92,970	78,914	77,681	79,506	84,035
Concierge (Total)	23,685	24,773	27,337	25,985	26,620
Total Program Expense	340,830	340,270	351,554	365,548	381,833
Marketing & Promotion Expense					
Campaigns Creative/ Materials	21,500	25,500	25,500	25,500	25,500
General, Guide, Signage	29,750	33,200	30,858	31,501	31,500
Advertising	29,000	34,721	35,000	35,000	35,828
Website & Social Media	5,000	5,000	5,000	5,000	5,000
Photography	3,000	3,000	3,000	3,000	3,000
Emerging priorities	5,000	5,000	5,000	5,000	5,000
Co-op Advertising	6,000	6,000	6,500	6,500	6,500
Membership Communication	3,000	3,000	3,500	3,500	5,000
Misc.	0	0	0	0	0
Total Marketing & Promotion Expense	102,250	115,421	114,358	115,001	117,328
Events Expense					
Downtown After 5	18,000	19,000	19,500	20,000	19,500
Block Party	30,000	30,600	31,212	31,836	32,473
Light Up	15,000	15,500	15,500	15,500	15,000
Sponsorship & contingency	5,000	5,000	5,000	5,000	5,000
Misc.	2,000	5,000	5,000	5,000	5,000
Total Events Expense	70,000	75,100	76,212	77,336	76,973
Business Recruitment Expense					
Business Recruitment	5,935	6,000	6,000	6,150	7,000
Total Business Recruitment Expense	5,935	6,000	6,000	6,150	7,000
Admin & General Expense					
AGM & Annual Report	3,300	3,500	3,570	3,642	3,714

Amortization of Capital Assets	9,500	9,500	9,500	9,500	9,500
Wages	238,135	245,280	252,635	260,215	267,860
Benefits	22,500	23,000	23,500	24,000	24,500
WCB	600	650	700	750	800
Rent	27,000	29,000	32,000	35,000	35,700
Insurance - Office, D & O	7,500	7,650	7,803	7,959	8,118
Interest & Bank Charges	450	450	450	450	450
Office & Admin	31,500	26,000	26,520	27,050	27,591
Information Technology	5,000	5,000	5,000	5,000	5,000
Communication – Ph/FX/Net	6,000	6,120	6,242	6,367	6,495
Publications & Subscriptions	200	204	208	212	216
Postage (renewal year)	1,000	1,020	1,040	1,061	1,082
Professional Fees	13,000	13,650	14,333	15,049	15,802
ProfDev., Travel/Training	6,500	6,695	6,896	7,103	7,316
Executive Director Discr.	3,600	3,600	3,600	3,600	3,600
Membership Dues	2,500	2,575	2,652	2,732	2,814
Amortization of Deferred Capital	5,436	5,436	5,436	5,436	5,436
Board Costs	7,500	7,500	7,500	7,500	7,500
Storage Unit	2,000	2,040	2,081	2,122	2,165
Total Admin & General Expense	393,221	398,870	411,666	424,749	435,659
TOTAL EXPENSE	912,236	935,662	959,790	988,784	1,018,793
NET INCOME	0	0	0	0	0

DOWNTOWN KELOWNA

Kelowna Downtown Business
Improvement Area Association
Promotion Scheme 2014 - 2018

HISTORY

The Kelowna Downtown Business Improvement Area Association (Downtown Kelowna Association, DKA) is a registered not-for-profit society with a mission to ensure the Downtown neighbourhood is a safe and desirable place to conduct business, live, work, and recreate. Initially formed as a volunteer grass roots organization in the mid 1980s, the DKA officially came into existence as an entity in November 1989. The annual levy becomes the Association's base operating budget upon which the organization leverages additional funding from partners including various levels of governments, contracts for service and corporate sponsors to support programs and initiatives.

As the third community in British Columbia to initiate a Business Improvement Area (BIA), the Association has grown to become a provincial leader in programs and initiatives.

BENEFITS OF A BIA

Coordinated Efforts

Sustainable Funding

Self-Reliance

Strong Public Image

Community Benefits

STAFF

Peggy Athans

Executive Director

Ron Beahun

Manager On-Street Services

Ryan Watters

Communications Manager

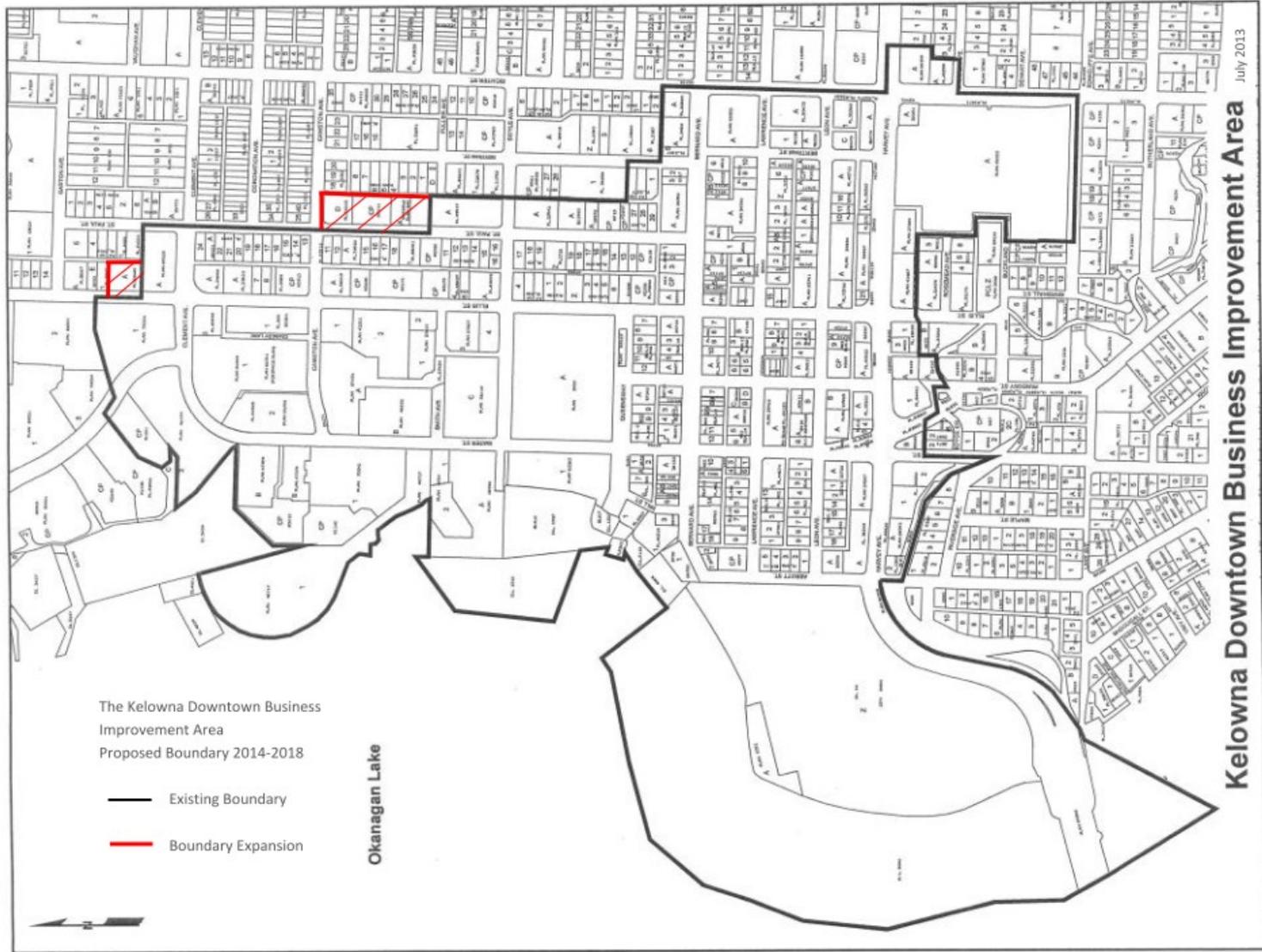
Brittany Hansum

Member Services & Events Manager

Layla Miller

Executive Assistant

DOWNTOWN KELOWNA BOUNDARY



MEMBERSHIP MIX

Property Owners	443
Businesses	783
Total (as of January 2013)	1226

MEMBERSHIP MIX

Professional Services	218	27.9%
Retail	157	20.1%
General Services	132	16.9%
Restaurants	75	9.6%
Government/Non-Profit	62	7.9%
Entertainment & Attractions	37	4.7%
Beauty, Spa & Barber	36	4.6%
Art Galleries & Supply	23	2.9%
Coffee & Tea Houses	12	1.5%

MEMBERSHIP COMMUNICATION

Bi-Annual Open Houses

E-Newsletters, monthly

DowntownKelowna.com/Members Centre/Members Checklist

Face to Face Contact

Annual Membership Survey

BUSINESS RECRUITMENT

Downtown Kelowna Information Package

Interactive Map

ICSC Conference and Tradeshow

Working Group



ADVOCACY

Priorities

1. Restore two-way traffic on Leon and Lawrence

2. Implement Kerry Park redesign

3. Have sufficient public toilets

4. Creation of one or more entrance features

5. Parking

6. Development incentives for Downtown

7. Remove truck route from Ellis Street

ON-STREET SERVICES

On Call



Activity	2012		2011	
Directions/Info	2041	▲	1834	▲
Pan Handle	913	▲	656	▼
Sleeper	286	▼	349	▲
Loitering	2163	▲	1985	▲
Busker	53	▼	82	-
Alcohol	405	▲	248	▲
Drugs	245	▲	194	=
Sex Trade Worker	267	▼	434	▲
Bylaw	41	▲	24	▲
RCMP	257	▲	210	▲
Medical First Aid	5	=	5	▲
Ambulance Called	4	-	N/A	-
Resource Referral	27	▼	42	▲

ON-STREET SERVICES

Expand the Downtown On Call Program

Second Utility Vehicle & Additional Equipment



ON-STREET SERVICES

Expand the On Call Program

Day	Current	Number of staff/shifts	Proposed	Number of staff/shifts
Monday	7:30 – 9:30	4 + MGR in Office	7:30 – 9:30	4 + MGR in Office
Tuesday	7:30 – 9:30	3 + MGR on the Street	7:30 – 9:30	4 + MGR in vehicle
Wednesday	7:30 – 9:30	3 + MGR on the Street	7:30 – 9:30	4 + MGR in vehicle
Thursday	7:30 – 9:30	3 + MGR on the Street	7:30 – 9:30	4 + MGR in vehicle
Friday	7:30 – 9:30	4 + MGR w/ Clean Team	7:30 – 10:30	4 + MGR in vehicle
Saturday	10:00 – 6:00	2	7:30 – 10:30	4
Sunday			11:00 – 6:00	2

ON-STREET SERVICES

Clean Team



2 Full-time Clean Team members

Dumpster

RCMP/Bylaw/DKA Teamwork

ON-STREET SERVICES

Downtown Concierge



Information Booth Traffic Statistics

	2012		2011
Jun	796	▲	642
Jul	2432	▲	795
Aug	2039	▲	443

MARKETING & EVENTS

	2012		2011
After 5	10	▼	11
Events	2	▼	3
Retail Promotion	5	▲	0
Restaurant Promotion	2	▲	1
Contests	2	▲	1
Open House	2	▲	0
Total	23		16

MARKETING & EVENTS

DowntownKelowna.com

Eye on Downtown

Social Media

Media Relations



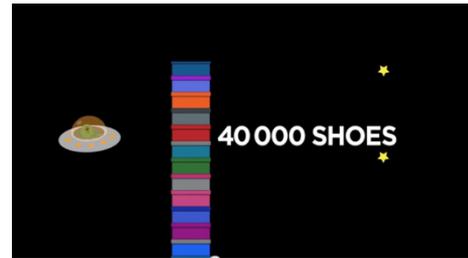
MARKETING & EVENTS

Signage



MARKETING & EVENTS

Television Ads



Click on each image to view video.

MARKETING & EVENTS

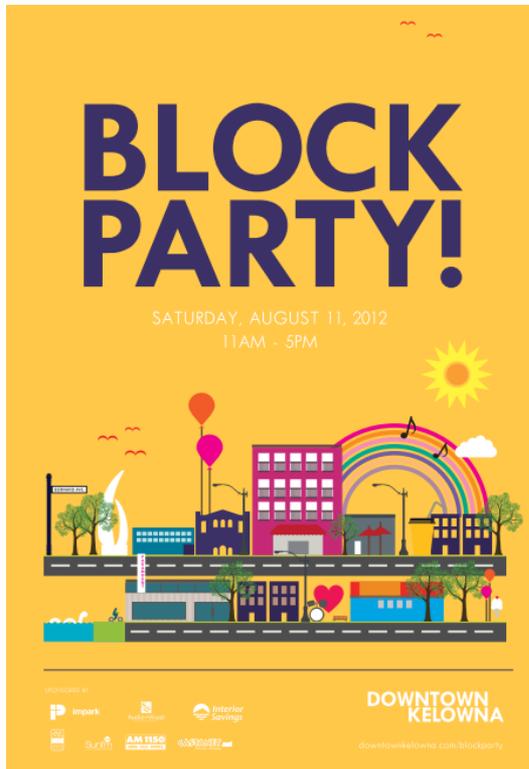
Essentials Guide

Cultural Guide



MARKETING & EVENTS

Block Party



Light Up



MARKETING & EVENTS

Taste of Downtown



Wine Festivals



Click on image to view video.

MARKETING & EVENTS

Small Shop Saturday

**SMALL PURCHASE
BIG KARMA**

JUNE 22, 2013



**SMALL
SHOP
SATURDAY**



Click on image to view video.

MARKETING & EVENTS

Contests

**SPOT SANTA
WIN \$250**

Santa is in Downtown Kelowna. Shopping. Doing some banking. Getting a beard trim. Spot him. Snap a photo. Share it on our Facebook page and you might end up \$250 richer.

12:00pm – 5:00pm, DECEMBER 14 – 22



facebook.com/downtownkelowna

**DOWNTOWN
KELOWNA**

**THE GREAT-BIG-BERNARD-
DIG-\$500-GIVEAWAY-
WHEN-YOU-SHOP-AND-CUZ-
WE-LIKE-YOU CONTEST.**

Shop the Bernard Avenue revitalization zone and you could win \$500. Look for entry forms at participating Downtown Kelowna retailers.



For full contest rules and regulations, visit downtownkelowna.com

City of Kelowna

**DOWNTOWN
KELOWNA**

MARKETING & EVENTS

After 5



After 5	# of events	Average attendance
2012	10	273
2011	11	242

2014-2018 BUDGET

	2013	2014	2015	2016	2017	2018	Total Increase
LEVY REVENUE	\$679,000	\$780,850	\$804,276	\$828,404	\$857,398	\$887,407	
Overall Increase \$		\$101,850	\$23,426	\$24,128	\$28,994	\$30,009	\$208,406.82
Overall Increase %		15.0%	3.0%	3.0%	3.5%	3.5%	30.69%

OTHER REVENUE	\$126,386	\$131,386	\$131,386	\$131,386	\$131,386	\$131,386	
Overall Increase \$		\$5,000	\$0	\$0	\$0	\$0	\$5,000.00
Overall Increase %		4.0%	0.0%	0.0%	0.0%	0.0%	3.96%

MARKETING & EVENTS	\$175,500	\$172,250	\$189,421	\$188,858	\$189,501	\$191,828	
Overall Increase \$		-\$3,250	\$17,171	-\$563	\$643	\$2,327	\$16,328.00
Overall Increase %		-1.9%	10.0%	-0.3%	0.3%	1.2%	9.30%

ON-STREET SERVICES	\$269,880	\$340,830	\$340,270	\$351,554	\$365,548	\$381,833	
Overall Increase \$		\$70,950	-\$560	\$11,284	\$13,994	\$16,285	\$111,952.64
Overall Increase %		26.3%	-0.2%	3.3%	4.0%	4.5%	41.48%

BUSINESS RECRUITMENT	\$5,000	\$5,935	\$6,000	\$6,000	\$6,150	\$7,000	
Overall Increase \$		\$935	\$65	\$0	\$150	\$850	\$2,000.00
Overall Increase %		18.7%	1.1%	0.0%	2.5%	13.8%	40.00%

ADMIN & GENERAL	\$366,461	\$393,221	\$399,095	\$412,123	\$425,444	\$436,601	
Overall Increase \$		\$26,760	\$5,874	\$13,027	\$13,322	\$11,156	\$70,139.53
Overall Increase %		7.3%	1.5%	3.3%	3.2%	2.6%	19.14%

2014-2018 LEVY CONTRIBUTION

	2013 Value	2013 Levy*	2014 Levy*	2015 Levy*	2016 Levy*	2017 Levy*	2018 Levy*	Average Increase Per Year*
Small Building	\$667,000	\$919.96	\$1,057.95	\$1,089.73	\$1,122.38	\$1,161.67	\$1,202.32	\$56.47
Medium Building	\$1,135,000	\$1,565.45	\$1,800.27	\$1,854.33	\$1,909.89	\$1,976.75	\$2,045.92	\$69.09
Large Building 1	\$2,235,000	\$3,082.62	\$3,545.02	\$3,651.48	\$3,760.89	\$3,892.55	\$4,028.75	\$189.22
Large Building 2	\$2,977,000	\$4,106.03	\$4,721.93	\$4,863.74	\$5,009.47	\$5,184.84	\$5,366.26	\$252.05

* Estimate based on a 2% annual increase on property value.

2013 BOARD OF DIRECTORS

President - Dallas Gray, Newcap Radio

Vice President - Dustin Sargent, Davara Enterprises

Treasurer - Rob Collins, Grant Thornton

Secretary - Dan Allen, Doc Willoughby's Pub

Past President - Andrew Brunton, Pushor Mitchell

Ex-Officio - Councillor Luke Stack

Trevor Neill, Mosaic Books

Perry Freeman, Colliers International

Brent Lobson, Imperial Parking

Jan Johnson, Tigerlily Fashions & Alleycat

David Knapp, CIBC

Renee Wasylyk, Troika Developments

Brice MacDermott, MacDermott's & MacD's

Luigi Coccaro, La Bussola Restaurant

Angie Bricker, Georgie Girl Vintage

**DOWNTOWN
KELOWNA**

CITY OF KELOWNA

BYLAW NO. 10880

KELOWNA DOWNTOWN BUSINESS IMPROVEMENT AREA

A bylaw of the City of Kelowna to re-establish a local area service for the purposes of annually funding the Kelowna Downtown Business Improvement Area (2014-2018).

WHEREAS section 215 of the *Community Charter* provides Council with the authority to establish, by bylaw, a business improvement area (“BIA”);

AND WHEREAS the Council of the City of Kelowna has been notified that the owners of certain properties in the downtown area of the City have formed a BIA merchant association known as the Downtown Kelowna Association (“DKA”);

AND WHEREAS the Council of the City of Kelowna has mailed to the owners of the parcels liable to be specially charged, pursuant to section 213 of the *Community Charter*, notice of Council’s intention to proceed with a bylaw to establish the Kelowna Downtown BIA for the years 2014-2018 in order to provide certain services, through the DKA, under a business promotion scheme;

AND WHEREAS notice of Council’s intention to proceed with a bylaw to re-establish the Kelowna Downtown BIA for the years 2014-2018 in order to enable the DKA to provide certain services under a business promotion scheme has been published in a newspaper pursuant to section 213 of the *Community Charter*;

AND WHEREAS any petition received against the proposed work was not sufficient pursuant to section 212 of the *Community Charter*, to prevent Council from proceeding;

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

1. Those lands within the area shown outlined in black on the map attached hereto and forming part of this bylaw as Schedule "A" are designated as a Business Improvement Area (BIA) within the meaning of section 215 of the *Community Charter* and shall be known as Downtown Kelowna Business Improvement Area.

2. Council is hereby empowered to grant to the DKA, for the term of this bylaw, money in the amount of the DKA's annual budget, as submitted to and approved by Council, but in any event not exceeding the sum of Eight Hundred and Eighty-Seven Thousand, Four Hundred and Seven Dollars (\$887, 407.00) per annum.
3. Money granted pursuant to section 2 of this bylaw must be expended only by the DKA.
4. Money granted pursuant to section 2 of this bylaw shall be expended only for projects provided for in the annual budget of the DKA, as submitted to and approved by Council, and following the Business Promotion Scheme, attached to and forming part of this bylaw as Schedule "B".
5. The DKA shall submit to the Council of the City of Kelowna, annually, on or before March 15, a budget for the calendar year, which outlines revenues and expenditures related to the carrying out of the Business Promotion Scheme outlined in Schedule "B" during that year.
6. The DKA shall account for the money granted by Council for the previous calendar year at the same time as the annual budget is submitted pursuant to section 5 hereof.
7. An advance payment equal to 25% of the prior year grant amount may be provided to the DKA prior to Council approval of the annual budget for each of the years included in this agreement. Any advance payment shall then be deducted from the total grant amount to be paid to the DKA for that year following Council's review and approval of the annual budget.
8. The DKA shall not incur any indebtedness or other obligations beyond each budget year.
9. There shall be levied annually against all taxable land and improvements within the designated Business Improvement Area which fall within Class 5 or 6 of the Assessments - Class and Percentage Levels Regulation, B.C. Reg. 438/81 excluding Federal, Provincial and Municipal owned properties used for government purposes, and based on assessed values, rates sufficient to raise the sum in accordance with section 2 herein or such lesser amount as granted to the DKA pursuant to the provisions of this bylaw.
10. The DKA shall take out and maintain public liability, property damage, and other required insurance naming the City of Kelowna as Additional Insured in the amount of not less than \$2,000,000.00, and shall provide upon request to the City of Kelowna proof of such insurance in the form of the City's standard Certificate of Insurance.

11. The DKA shall procure and maintain at its own expense:
 - (a) Comprehensive General Liability Insurance providing for all sums which the DKA shall become legally obligated to pay for as a result of bodily injury, property damage or other damages, providing for an inclusive limit of not less than \$2,000,000.00 for each occurrence or accident;
 - (b) Automobile Liability Insurance covering all motor vehicles owned operated and used directly or indirectly in the operations of the DKA, with a limit of liability of not less than \$2,000,000.00 inclusive; and
 - (c) Such other insurance coverage appropriate for the operations of the DKA as determined by the City.
12. All Insurance required to be obtained by the DKA pursuant to this bylaw shall name the City as an Additional Insured, and shall be primary without any right of contribution from any insurance otherwise maintained by the City.
13. The DKA shall submit Certificates of Insurance as, and in the form, required by the City, which shall provide that 30 days' written notice shall be given to the Risk Manager of the City, or designate, prior to any material changes or cancellations of any such policy or policies.
14. The Business Improvement Area created by this bylaw may be merged with another Business Improvement Area, whether contiguous or not, for the purpose of providing, consolidating or completing necessary works or services for the merged area.
15. This bylaw shall be effective from January 1, 2014 through December 31, 2018 inclusive.
16. This bylaw may be cited as " Kelowna Downtown Business Improvement Area Bylaw No. 10880."

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

Adopted by the Municipal Council of the City of Kelowna this

Mayor

City Clerk

SCHEDULE A - Map



DOWNTOWN KELOWNA

Kelowna Downtown Business
Improvement Area Association
Business Promotion Scheme 2014 - 2018

Kelowna Downtown Business Improvement Area Association Business Promotion Scheme 2014 - 2018

History

The Kelowna Downtown Business Improvement Area Association (Downtown Kelowna Association, DKA) is a registered not-for-profit society with a mission to ensure the Downtown Kelowna neighbourhood is a safe and desirable place to conduct business, live, work, and recreate. While initially formed as a volunteer grass roots organization in the mid 1980s, the DKA officially came into existence as an entity in November 1989 funded through an improvement levy collected by the municipality from commercial properties in the area. The annual levy becomes the Association's base operating budget upon which the organization leverages additional funding from partners including various levels of governments, contracts for service and corporate sponsors to support programs and initiatives.

As the third community in British Columbia to initiate a Business Improvement Area (BIA), the Association has grown to become a provincial leader in programs and initiatives. The current Executive Director, Peggy Athans, sits on the BIABC Board of Directors.

Benefits of a BIA

Coordinated Efforts - Working together, everyone is able to achieve more than working alone. Whether it is addressing street issues, managing growth and development, or attracting new businesses, the efforts of the Association, its membership, and stakeholders has an impact in the community.

Sustainable Funding - Through a five-year mandate, the BIA structure allows the Association to plan and execute multi-year programs. This has allowed the expansion of programs from ad hoc or seasonal to annual programs through a mix of core funding and leveraged dollars from government and corporate sources. Each year, the DKA typically leverages approximately 17.5% of its annual base budget towards core projects and initiatives from government and corporate sources.

Self-Reliance - The BIA model provides both the structure and mechanisms for the Association to identify Downtown priorities and useful programs and allocate money towards these initiatives. Businesses benefit from the whole area coming together to leverage its resources verses each business trying to work independently.

Strong Public Image - The activities and commitment of the Association to improve the area through stewardship raises the profile of the Downtown and creates an image of a "cared for" area of the community.

Community Benefits - Consensus amongst economic development professionals, supported by numerous development reports, relate that the health of an entire community can be measured by the success of its Downtown. A strong vibrant Downtown, the heart of any community regardless of size, enhances the image and economy of the entire community.

Downtown Kelowna Boundary & Membership

The Downtown Kelowna Association membership consists of the businesses and property owners located within the current 42 square block radius from Harvey Avenue to Clement Avenue and from Okanagan Lake to Richter Street (see map on page 3). In anticipation of the Central Greens Development Project in the next five years, expanding the current boundaries extensively would comprise the level of service and value that the DKA could provide to its membership. The DKA wishes to expand its existing boundary by taking in only three new properties.

1. 1327 St. Paul Street - St. Paul Place
2. 1345 St. Paul Street - Public Guardian and Trustee office
3. 1155 Ellis Street - Sunplex Sports Arena

Who is the Membership?

Membership consists of the businesses and properties (Class 5 and 6) within the boundary area (see map on page 3).

As of January 2013, there are 1226 members - 443 property owners and 783 businesses.

Top Ranking Categories

Professional Services	161	20.6%
Retail	157	20.1%
Services	132	16.9%
Restaurants	75	9.6%
Government & Not-For-Profit	62	7.9%
Lawyer & Notary	43	5.5%
Beauty, Spa & Barber	36	4.6%
Art	23	2.9%
Entertainment & Attractions	18	2.3%
Medical & Dental	14	1.8%
Coffee & Tea Houses	12	1.5%
Museums & Theatre	10	1.3%
Points of Interest	9	1.1%
Accommodation	5	0.6%

Downtown Kelowna Vision & Mission Statement

Vision

Our vision is for Downtown Kelowna to be recognized as a vibrant and thriving business community.

Mission

The Downtown Kelowna Association plays a leadership role in fostering the continued development of the Downtown as a safe and desirable place to conduct business, live, work and enjoy through **advocacy, fostering collaboration among members and community stakeholders; and execution of innovative programs.**

Goals for 2014 - 2018

Accountability

The Downtown Kelowna Association is governed by a membership elected Board of Directors. The Board and sub-committees complete ongoing evaluations of programs and initiatives to ensure effectiveness and financial responsibility. Results from an annual Membership Survey on a wide range of issues are used, together with input from the Board of Directors, to develop an annual Service Plan with a clear list of priorities.

Membership Communication

The DKA will continue to make communication with the membership a top priority through the following avenues:

- **The website (downtownkelowna.com)** features the Member's Centre that includes clearly marked links to Services, Programs, Events and On-Street Services.
- **An E-Newsletter** to keep members up to date.
- **Bi-annual open houses** which gives the members a chance to come up to the DKA office, talk one-on-one with the staff, ask questions, learn how to take advantage of downtownkelowna.com and talk about advocacy.
- **A Membership Checklist** which gives members a clear list of complimentary ways they can promote their businesses.
- **Face to face contact.** The most effective way to communicate with our members is face to face. DKA staff visits businesses to provide information on events and promotions, voice radio ads, appear in promotional videos and to increase membership engagement in all of the DKA initiatives.
- **An annual Membership Survey** to evaluate the level to which membership feels that the DKA represents their point of view and evaluate how the membership values the DKA services and initiatives.

Business Recruitment

The DKA will work with the City of Kelowna, leasing and sales agents plus the Economic Development Commission to attract businesses and developments to Downtown through the following avenues:

- Partner with the City of Kelowna to produce and maintain a **Downtown Information Package** which communicates the unique Downtown attributes, incentives and projects in progress.
- Maintain an **Interactive Map** hosted on downtownkelowna.com that highlights photos and details of current and in progress development projects.
- Attend the annual **ICSC Conference and Tradeshow** at Whistler.
- Facilitate a **Working Group** of Downtown developers, leasing and sales agents and the City of Kelowna Real Estate staff to assist in keeping the information up to date and provide details of ongoing projects.

Advocacy

The DKA Board of Directors will identify advocacy priorities on an on-going basis and the DKA clearly communicates those priorities to the City of Kelowna and the DKA members. The DKA will take steps to ensure that the Advocacy goals are understood and supported by the membership. The DKA Board and staff will work with the City of Kelowna to achieve advocacy goals. The five year Advocacy Goals are to achieve the following:

- Have sufficient public toilets to service the Downtown.
- Restore two-way traffic lower Leon and Lawrence.
- Ensure the Ellis Truck Route reroute to Gordon Drive is implemented.
- Ensure the Kerry Park redesign is implemented.
- Work with the City of Kelowna and Ministry of Transportation to install prominent signage on Highway 97 identifying Downtown Kelowna and create one or more prominent entrance features to Downtown Kelowna.
- Encourage the City to continue attractive development incentives for Downtown Kelowna.
- Partner with the City to create and implement a communication strategy to change the public perception of parking in Downtown. Work with the City to address Downtown parking issues that may arise as revitalization progresses.

On-Street Services

The DKA's philosophy is that *taking care of place is a crime prevention tool*. As revitalization of Downtown Kelowna progresses, the demands placed on the Downtown On-Call (security) and Clean Team programs will increase. In the next five years the DKA will invest in and enhance the On-Street Services programs. Man power will be increased and equipment purchased to increase efficiencies. These programs are vital in keeping Downtown safe and clean and are the programs most valued by the membership.

In 2012, the DKA purchased a Polaris Ranger utility vehicle, which is equipped with a power washer, graffiti removing supplies and a snow blade in the winter. In 2014, the DKA will purchase a second vehicle for the On-Street Services Manager. This will increase the security presence, allow the teams to cover more ground in a shorter period of time and will lower call response times.

Downtown On-Call

The Downtown On-Call team is trained to deal with front line issues related to personal safety, hospitality and help create a positive social environment in Downtown Kelowna. Starting in 2014, the Downtown On Call program will go from six days a week to seven and the hours will be extended until later in the evenings on Fridays and Saturdays. The DKA will continue to foster a positive working relationship with the RCMP, Bylaws and Social Services.

On-Call duties include:

- Street Patrol - clearing the streets and public spaces of sleepers and undesirables.
- On-site assistance, Security Alerts to membership and safe walk escorts.

Downtown Clean Team

In the past the Clean Team program was a seasonal program running mid-March to mid-November. In 2013, the DKA hired a full time employee and the program ran the full calendar year. With the addition of the utility vehicle, snow removal is now an additional service offered by the DKA. A seasonal employee was on from April to mid-November. Starting in 2014 there will be two full-time employees working staggered shifts to provide service seven days a week.

The DKA will replace and upgrade the sidewalk sweeper machine to include an attached power washer for those spots that the sweeper cannot access. With the Bernard Avenue revitalization came wider sidewalks and more furniture. Increased traffic has made keeping the sidewalks clean a challenge. The DKA currently has a contract with the City of Kelowna to sweep the parkades, Queensway transit loop and City Park Promenade. It is the goal of the DKA to renew this sweeping contract with the City and to have it extended to cover the additional services (the new Bernard and expanded Library parkade).

Clean Team duties include:

- Sidewalk sweeping.
- Snow removal.
- Graffiti removal.
- Maintaining the alleys free of garbage and debris.

Downtown Concierge

Thanks to a Federal funding grant, the Downtown Concierge acts as ambassadors for Downtown Kelowna from May to August. Equipped with a highly visible information booth in Kerry Park, it is the goal for Concierge to provide information about our members to the public. In 2012, two students interacted with 5267 visitors in Downtown. Prior to having a portable information booth that number was only 1880 visitors.

It is the goal of the DKA to secure approval from the City to have a permanent structure in Kerry Park for an information and storage kiosk.

Concierge duties include:

- Staffing the Information Booth in Kerry Park.
- Filling the City of Kelowna brochure kiosks.
- Executing the Patio Furniture Program in Kerry Park.
- Informing the Membership of DKA events and promotions and securing membership engagement.
- Updating the Membership Database.

Marketing

In 2011 and 2012, the DKA invested in new branding and creative. This work has a shelf life of three to five years, therefore only requiring minor adjustments over the next three years. This will keep the creative costs down and free up more funds for execution. The DKA has almost doubled the amount of marketing initiative since 2010. There has also been a shift from executing community events in Downtown to now executing promotions that engage the membership and build the membership awareness to the public.

	2012		2011
After 5	10	□	11
Events	2	□	3
Retail Promotion	5	□	0
Restaurant Promotion	2	□	1
Contests	2	□	1
Open House	2	□	0
Total	23		16

The Marketing & Events Plan is in place with the new branding and it is widely supported by the membership. The DKA will continue with the current plan for the next two years. By 2015, the branding, website, programs and events will begin to need refreshing. There is also a line item starting in 2016 for special projects in anticipation of City projects in the Downtown (similar to the Bernard Avenue marketing program). Events will need to grow and the quality enhanced as the Downtown grows and becomes more sophisticated. The five year increase is only 9% - \$15,500 which will allow the DKA to maintain the same level of marketing as the current Marketing & Events Plan with some refreshes.

The DKA will continue to make marketing and events a top priority through the following avenues:

- **Brand Building** - build awareness of Downtown Kelowna, change perceptions of the brand, elevate the image, increase visitation.
- **Promotional Material**
 - Essential Guide - produce and distribute
 - Cultural Guide - produce and distribute
 - Signage and banners
- **Advertising** - Radio, TV, Print and Transit
- **Promotions**
 - Small Shop Saturday and free parking - March, June, October
 - Downtown Kelowna/Okanagan Wine Festival promotions - spring and fall
 - Taste of Downtown - September
 - Bernard Avenue - "It's Happening"
 - Spot Santa and free parking - December
- **Events**
 - Downtown After 5 (ten per year)
 - Block Party
 - Light Up
- **Communications**
 - Website
 - Eye on Downtown
 - Social Media
- **Media Relations**
 - Press Releases
 - Responding to media requests & interviews.

Funding

Levy

The DKA is proposing a onetime increase of 15% for the first year to expand the On-Street Services programs. Subsequent years of the mandate will see a 3% increase over the next two years and 3.5% increase in the last two years to maintain the new initiatives and existing programs to a maximum levy budget of \$887,407 in 2018.

Levy Contribution by Downtown Property Owner:

2014	2015	2016	2017	2018
\$780,850	\$804,276	\$828,404	\$857,398	\$887,407

Other Annual Funding

The On Call and Clean Team revenues have the potential to increase. Currently, the DKA receives \$45,000 from the City for the On Call program and \$19,000 for the Clean Team program. The DKA also earns approximately \$19,000 for performing sidewalk sweeping for the City. These rates were set with the last renewal and were fixed for the past five years. Since these programs are expanding, including the acquisition of more equipment, it is hoped that the City will increase this funding and/or contract work in the next five years.

Downtown On Call funding from the City of Kelowna	\$45,000
Clean Team funding from the City of Kelowna	\$19,000
Sidewalk sweeping contract with the City of Kelowna	\$19,000
Downtown Concierge Federal funding	\$11,250
Total	\$94,250

Estimated Levy Contribution Change Impact Based on a 2% Increase on Property Value

	2013 Value	2013 Levy	2014 Levy	2015 Levy	2016 Levy	2017 Levy	2018 Levy	Average Increase Per Year
Small Building	\$667,000	\$919.96	\$1,057.95	\$1,089.73	\$1,122.38	\$1,161.67	\$1,202.32	\$56.47
Medium Building	\$1,135,000	\$1,565.45	\$1,800.27	\$1,854.33	\$1,909.89	\$1,976.75	\$2,045.92	\$69.09
Large Building 1	\$2,235,000	\$3,082.62	\$3,545.02	\$3,651.48	\$3,760.89	\$3,892.55	\$4,028.75	\$189.22
Large Building 2	\$2,977,000	\$4,106.03	\$4,721.93	\$4,863.74	\$5,009.47	\$5,184.84	\$5,366.26	\$252.05

2013 Mill Rate: 1.3647 per \$1000 of assessed value on Class 5 and 6 properties.

How Does the DKA Spend?

Program Expenditures in 2012

Wages & Benefits	\$249,606	33.4%
On Call	\$181,442	24.3%
General Administration	\$105,934	14.2%
Marketing & Promotions	\$80,074	10.7%
Events	\$57,936	7.8%
Clean Team	\$46,332	6.2%
Concierge	\$22,933	3.1%
Business Recruitment	\$2,674	0.3%
Total	\$746,931	100%

Current Staff and Board of Directors

DKA Staff

Peggy Athans, Executive Director	peggy@downtownkelowna.com
Ron Beahun, Manager On-Street Services	ron@downtownkelowna.com
Ryan Watters, Communications Manager	ryan@downtownkelowna.com
Layla Miller, Executive Assistant	layla@downtownkelowna.com
Brittany Hansum, Events Manager	brittany@downtownkelowna.com

DKA Board of Directors

President - Dallas Gray, Newcap Radio	dgray@newcap.ca
Vice President - Dustin Sargent, Davara Enterprises	dustin@davara.ca
Treasurer - Rob Collins, Grant Thornton	rob.collins@ca.gt.com
Secretary - Dan Allen, Doc Willoughby's	danallen99@gmail.com
Past President - Andrew Brunton, Pushor Mitchell	brunton@pushormitchell.com
Ex Officio - Luke Stack, Councillor	lstack@kelowna.ca
Perry Freeman, Colliers International	perry.freeman@colliers.com
Brent Lobson, Imperial Parking	blobson@impark.com
Trevor Neill, Mosaic Books	trevor@bookmanager.com
Jan Johnson, Tigerlily Fashions & Alleycat	tigerlilyfashion@shaw.ca
David Knapp, CIBC	david.knapp@cibc.com
Renee Wasylyk, Troika Developments renee@troikadevelopments.com	
Brice MacDermott, MacDermott's & MacD's	bricemacdermott@gmail.com
Luigi Coccaro, La Bussola Restaurant	labussola@telus.net
Angie Bricker, Georgie Girl Vintage	angiebricker@shaw.ca

CITY OF KELOWNA

BYLAW NO. 10845

Road Closure and Removal of Highway Dedication Bylaw
(Portion of Royal Avenue)

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 Royal Avenue

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 246.2m² shown in bold black as Road to be Closed on the Reference Plan EPP30317 prepared by Neil Denby B.C.L.S., 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 15th day of July, 2013.

Adopted by the Municipal Council of the City of Kelowna this

Mayor

City Clerk

CITY OF KELOWNA

BYLAW NO. 10866

Road Closure and Removal of Highway Dedication Bylaw (Portion of 459 Groves Avenue and 437/442 Newson Avenue)

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 459 Groves Avenue and 437/442 Newson Avenue)

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 851.7m² shown in bold black as Road to be Closed on the Reference Plan EPP32651, prepared by Neil Raymond Denby, B.C.L.S., 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 15th day of July, 2013.

Adopted by the Municipal Council of the City of Kelowna this

Mayor

City Clerk

