City of Kelowna Regular Council Meeting AGENDA



Monday, April 14, 2014 1:30 pm Council Chamber City Hall, 1435 Water Street

			Pages
1.	Call t	o Order	
	public	meeting is open to the public and all representations to Council form part of the c record. A live audio feed is being broadcast and recorded by CastaNet and a ed broadcast is shown on Shaw Cable.	
2.	Confi	rmation of Minutes	4 - 7
	Regul	ar PM Meeting - April 7, 2014	
3.	Public	c in Attendance	
	3.1	Brian Street, Veendam Sister City Association, re: Visiting Teachers from Veendham	
		To introduce to Council Henk Wieger Walberg and Ellie Dikkers, Teachers at Winkler Prins High School in Veendam, Holland.	
	3.2	Patrick LeBlanc, General Manager, Rotary Centre for the Arts, re: Annual Report	8 - 23
		To provide Council with an Annual Report.	
4.	Devel	opment Application Reports & Related Bylaws	
	4.1	Agricultural Land Reserve Appeal Application No. A13-0014 - 2105 Morrison Road, Alejandro & Antonia Dudka	24 - 55
		Mayor to invite the Applicant, or Applicant's Representative, to come forward. To consider a staff recommendation NOT to support an application to the Agricultural Land Commission for a 'Subdivision of agricultural land reserve' under Section 21(2) of the Agricultural Land Commission Act.	
	4.2	Rezoning Application No. Z14-0011 - 412 Christleton Avenue, David & Pamela Watland	56 - 72

The purpose	of the	application	is to	consider	the	proposed	rezoning	to	allow a
carriage hou	ıse.								

		4.2.1	Pamela Watland	/3 - /3
			To give Bylaw No. 10946 first reading in order to rezone the subject property from the RU1 - Large Lot Housing zone to the RU1c - Large Lot Housing with Carriage House zone.	
5.	Bylaw	s for Ame	endment (Development Related)	
	5.1	Bylaw N Mac Pet	lo. 10834 (Z13-0003) - 1760, 2025 & 2137 Quail Ridge Boulevard, Pier troleum Installation Ltd.	74 - 75
		To ame	nd Bylaw No. 10834 at first reading in order to add a Map 'B'.	
6.	Bylaw	s for Ado	pption (Development Related)	
	6.1	Bylaw N	lo. 10852 (Z13-0013) - 1383 Ellis Street, 564913 BC Ltd.	76 - 79
		-	ot Bylaw No. 10852 in order to rezone the subject property from the I4 al Industrial zone to the C7 - Central Business Commerical zone.	
7.	Non-D	evelopm	ent Reports & Related Bylaws	
	7.1	Amendr	ment No. 1 to Five Year Financial Plan, 2013-2017	80 - 83
			nd the Five Year Financial Plan as required by the Community Charter so that it the authorized transfers and amendments that occurred throughout the year.	
		7.1.1	Bylaw No. 10945 - Amendment No. 1 to the Five Year Financial Plan, 2013-2017	84 - 85
			To give Bylaw No. 10945 first, second and third readings in order to amend the Five Year Financial Plan, 2013-2017.	
	7.2	2014 Ta	ax Distribution Policy	86 - 103
		To esta	blish tax class ratios that will be used in the preparation of the 2014 es.	
	7.3	Wildfire	e Fuel Mitigation	104 - 106
		•	nest support for pursuing provincial funds through the Union of British bia Municipalities (UBCM) – <i>Strategic Wildfire Initiative</i> for wildfire fuel on.	
	7.4	Engage	Policy	107 - 192
		To cons	sider a policy and program to engage the public in City-led initiatives.	

7.5 Mobile Food Concession Bid Awards - City Park

193 - 286

To obtain Council endorsement to award mobile food concession contracts to operate concessions at City Park.

- 8. Bylaws for Adoption (Non-Development Related)
 - 8.1 Bylaw No. 10935 Road Closure Bylaw, Portion of Lane between Cambridge 287 288 and Central Avenues

Mayor to invite the anyone in the public gallery who deems themselves affected by the proposed road closure to come forward.

To adopt Bylaw No. 10935 in order to authorize the City to permanently close and remove the highway dedication of a portion of highway between Cambridge and Central Avenues.

- 9. Mayor and Councillor Items
- 10. Termination



City of Kelowna Regular Council Meeting Minutes

Date:

Monday, April 7, 2014

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, Luke

Stack and Gerry Zimmermann

Staff Present

Deputy City Manager, Paul Macklem; City Clerk, Stephen Fleming; Urban Planning Manager, Ryan Smith*; Development Engineering Manager, Steve Muenz*; Transportation & Mobility Manager, Moudud Hasan*; and Council Recording Secretary, Arlene

McClelland

1. Call to Order

Mayor Gray called the meeting to order at 1:33 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 Hobson/Seconded By: Councillor Stack

<u>R229/14/04/07</u> THAT the Minutes of the Regular Meetings of March 31, 2014 be confirmed as circulated.

Carried

3. Development Application Reports & Related Bylaws

3.1. Rezoning Application No. Z10-0096, Extension Request - 540 Osprey Avenue, 0831627 BC Ltd.

Staff:

- Provided a PowerPoint presentation of the proposed application.
- Confirmed that staff spoke with the Applicant since the report was written, and that a new proposal will be submitted.
- Responded to questions from Council

Mayor Gray invited the Applicant, or Applicant's representative, to come forward. No one came forward.

Moved By: Councillor Hobson/Seconded By: Councillor Blanleil

R230/14/04/07 THAT the deadline for adoption of Zone Amending Bylaw No.10482 (Z10-0096) to amend City of Kelowna Zoning Bylaw No. 8000 changing the classification of Lot A, DL 14, ODYD Plan EPP14200, 540 Osprey Avenue NOT be extended from March 8, 2014 to March 8, 2015; AND THAT Bylaw No. 10482 be forwarded for rescindment consideration and the file be closed.

<u>Carried</u>

3.1.1. Bylaw No. 10482 (Z10-0096) - 540 Ospey Avenue, 0831627 BC Ltd.

Moved By: Councillor Blanleil/Seconded By: Councillor Basran

R231/14/04/07 THAT Bylaw No. 10482 be rescinded at third reading and the file be closed.

Carried

3.2. Official Community Plan Bylaw Amendment Application No. OCP13-0002, Text Amendment Application No. TA13-0004 & Rezoning Application No. Z13-0003, Supplemental Report - 1760, 2025 & 2137 Quail Ridge Boulevard

Staff:

- Provided a PowerPoint presentation of the proposed application.
- Provided a Traffic Impact Analysis.
- Responded to questions from Council.

Moved By: Councillor Hobson/Seconded By: Councillor Given

R232/14/04/07 THAT Council receives for information the Supplemental Report from Urban Planning Department, Community Planning and Real Estate Division dated March

31, 2014, with respect to the requested Transportation Impact Assessment information for OCP13-0002, TA13-0004, and Z13-0003; AND THAT the Public Hearing with respect to Official Community Plan Bylaw Amendment Bylaw No. 10832, Text Amendment Bylaw No. 10833 and the Zone amending bylaw No. 10834 be rescheduled for the Public Hearing on April 29, 2014 for further consideration.

Carried

4. Non-Development Reports & Related Bylaws

4.1. Quarterly Report Update

Deputy City Manager:

- Provided a PowerPoint presentation of the Quarterly Report.
- Responded to questions from Council,

Moved By: Councillor Given/Seconded By: Councillor DeHart

<u>R233/14/04/07</u> THAT Council receives, for information, the Quarterly Report from the Deputy City Manager, dated April 5, 2014.

Carried

- 5. Bylaws for Adoption (Non-Development Related)
 - 5.1. Bylaw No. 10942 Amendment No. 25 to Traffic Bylaw No. 8120

Moved By: Councillor Given/Seconded By: Councillor Stack

R234/14/04/07 THAT Bylaw No. 10942 be adopted.

Carried

6. Mayor and Councillor Items

Councillor DeHart:

- Attended the 30th Annual RCAF883 Wing Awards Dinner.

Councillor Basran:

- Congratulated the Okanagan Midget Rockets, who will play in the Telus Cup Canadian Midget Hockey Championships.

Councillor Singh:

- Traffic speed concerns on Gibson Road raised by Residents. Residents would like traffic calming measures implemented.

Mayor Gray:

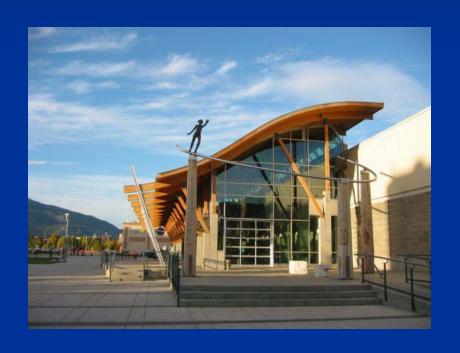
- Commented that the official launch of direct flights from Kelowna to Fort McMurray begins May 12th. Acknowledged that this is a great opportunity for the City.

7. Termination

This meeting was declared terminated at 2:36 p.m.

	Alph	tlein	
Mayor	City Clerk		7

Rotary Centre for the Arts Annual Report 2014





Kelowna Visual and Performing Arts Centre Society

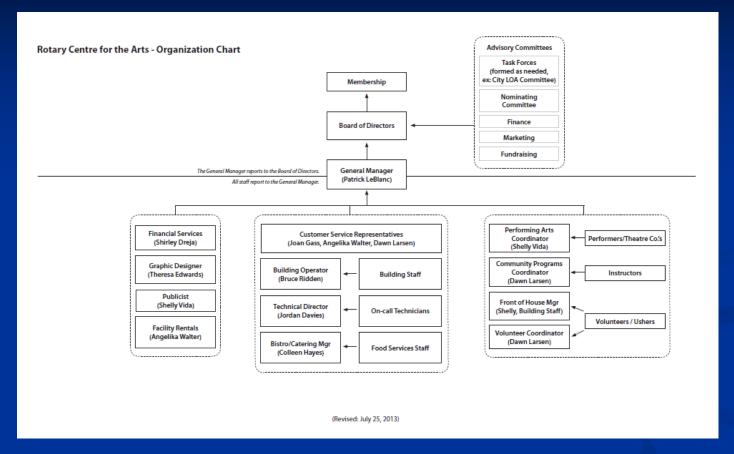
Kelowna Visual and Performing Arts Centre Society Board 2013

- Sonia DiRenzo, President
- Corrie Omand, Vice President
- Leanne Avdich, Treasurer
- Lisa Murray, Secretary

- Susan Einerssen
- Robin Jarman
- Ron Rubadeau
- Eileen Sadlowski
- Tim Spiegel
- Christopher Wiebe



Human Resources



- The Rotary Centre for the Arts employs 11 full-time staff,
- 6 part-time building/bistro staff, 6 part-time theatre technicians,
- 4 community program instructors, 15 youth education program instructors, and 8 resident artist class instructors.
- That's 50 people employed in the region with a payroll of \$610,000.

The Vision

Our vision in operating the RCA is to champion Arts and Culture, Improve citizen quality of life, foster Arts participation and appreciation in our community, be a catalyst for creation and presentation of the arts in Kelowna.







Operating Model

- 2014 will mark 12 Years of RCA Community Service
- Service Delivery Partner with the City
- City provides \$305,300 in funding for the base building; maintenance and utilities
- Almost ¾ of revenues are earned through services



Sub-Leased Portions

- Studios 100% fully leased
- The RCA is home to Alternator Gallery, Potters Addict, Theatre Kelowna, Mission Dance Centre, Ponderosa Spinners/Weavers, heART Fit, 8 Visual Artist Studios, and dozens of community arts and culture groups.



Rented by the hour/day:

- Mary Irwin Theatre
- Rehearsal Hall
- Dance Studio
- Painting and Drawing Studio
- Atrium
- Board Room
- Delta Grand Lobby
- Music Room
- Green Room
- Alex Fong Galleria
- Performance Court
- Basement Storage
- Catering is available with rentals
- Rented for more than 10,560 hours in 2013



Facility Usage

- Over 18,400 tickets sold in 2013
- 251 Art Classes for 5,800 youths
- Hosted over 2,500 events
- 82 free public engagement events and performances
- 50 community \$5 drop in days





- Theatre usage rose 20% over 2012, to 65% capacity.
- Spring Break Education programming was up 50%.
- Summer classes sell out.

Just a few Community Programs

- Salsa Dancing, Drum Circle
- heART Fit Tuesdays
- Spoken Word Wednesdays
- Jazz Jam Thursdays
- Lunch Box Lectures







Youth Arts Education

Curriculum based

 Taught by professional artists and educators

Enjoyed by thousands of young people

Paying instructors living wages





Community

RCA Community Programs attended by over 3,000 people annually Volunteers: 102 volunteers provided 2,600 hours of service Over 300 local community artists exhibited at the RCA in 2013





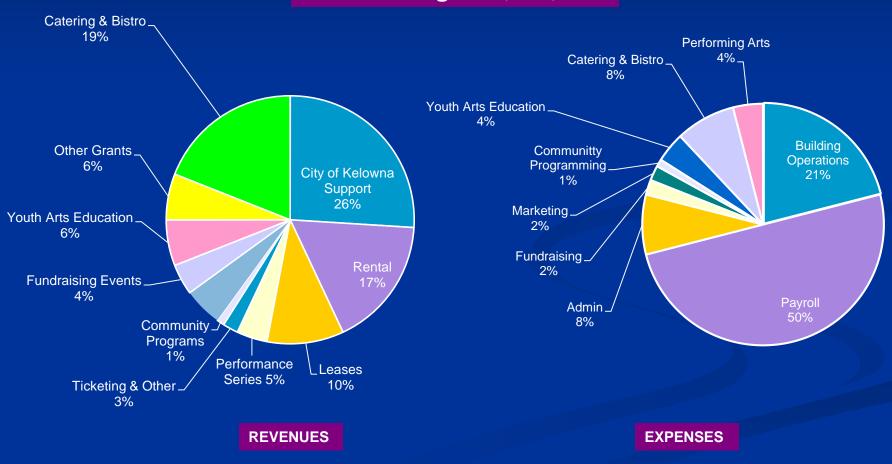






Diversity of Funding Sources





FUNraising Events

- BDO Human Bonspiel, Feb 25-27
- WAM! (Wine, Art, & Music), June 14
- Sugar Skull Strut, November 1







Highlights of the Year:

- WAM (Wine, Art, & Music) our Regional tasting success
- Sold out summer and Spring Break youth arts camps
- New relationship with UBC Okanagan with theatre and atrium rentals and a \$10,000 sponsorship
- 200 students in cowboy hatslearn to yodel from Woody Holler
- New baby grand piano donation
- Sold out collaboration presentations
- Earned 83% of ArtsVest goal
- Sugar Skull Strut our new event welcomes 460 guests



A Glimpse into our Future





REPORT TO COUNCIL



Date: 4/14/2014

RIM No. 1210-21

To: City Manager

From: Subdivision, Agriculture & Environment Services (MS)

Application: A13-0014 Owners: Alejandro Dudka Antonia Dudka

Address: 2105 Morrison Road Applicant: Catalina Dudka

Subject: Subdivision to create 2 lots within the Agricultural Land Reserve

Existing OCP Designation: Resource Protection Area (REP)

Existing Zone: A1 - Agriculture 1

1.0 Recommendation

THAT Agricultural Land Reserve Appeal Application No. A13-0014 for (Lot 1 Section 36 TWP 26 ODYD Plan 425 Except Plan KAP77337), located at 2105 Morrison Road for a subdivision, pursuant to Section 21(2) of the Agricultural Land Commission Act, NOT be supported by Municipal Council;

AND THAT the Municipal Council directs staff to forward the subject application to the Agricultural Land Commission for consideration.

2.0 Purpose

The applicant is requesting permission from the Agricultural Land Commission (ALC) for a "Subdivision of agricultural land reserve" under Section 21(2).

Specifically, the applicant is requesting permission to subdivide the existing 7.94 ha (19.7 ac) parcel located at 2105 Morrison Road into two approximately 4 ha (10 ac) parcels.

3.0 Subdivision, Agriculture and Environment Services

The subject property is considered to be in the median range relative to surrounding parcels, which range in size from 0.8 ha (2 ac) to 20 ha (50 ac) (Map 1 - Subject Property), with a number of parcels in the 4.0 ha range (Map 2, Neighbourhood Future Land Use, below).

In terms of City Policy, both the City of Kelowna Official Community Plan (OCP) and Agriculture Plan express concern that the subdivision of agricultural parcels reduces the viability of agricultural practice. City of Kelowna policy is strongly in favour of the preservation of agricultural land and against the subdivision of agricultural land into smaller parcels. Exceptions include cases where positive benefits to agriculture can be demonstrated.

The effects of precedent should also be considered. Endorsing the application based on reducing parcel size could establish an example of supporting subdivision in the ALR. The risk of establishing a source of estate lots, with potential to make farming on these lots unaffordable, should be assessed.

In addition, a recent study by the Ministry of Agriculture on ALR lands in the North Okanagan has determined that the smaller the parcel is, the less likely it is to be farmed, and the larger the parcel is, the more likely it is to be farmed. Larger parcels are preferable for farming for a number of reasons including:

- being more efficient to farm (e.g. less machinery needed per acre);
- being subject to less neighbourhood conflicts due to the reduced interface; and
- providing greater flexibility and options for future owners/operators to undertake agriculture.

Staff sympathizes with the fact that financial hardship is one of the motivations for this application. However, in consideration of all factors and current City and ALC policy for lands within the ALR, City staff are unable to support this application.

4.0 Proposal

4.1 Background

The applicant is requesting permission to subdivide the existing 7.94 ha (19.7 ac) parcel located at 2105 Morrison Road into two equal parcels. The property is currently zoned A1, and has a Recreational Vehicle (RV) campsite as well as a rural residential home based business. The owner's operate Caramoomel, which sells signature jams, jellies and sauces made from the produce of their farm. Approximately 3.2 ha (7.9 ac) is farmed in vegetable crops, and 4.0 ha (9.8 ac) is fallow. There are a number of accessory buildings for farm equipment on the property, as well as an unused picker's cabin. The property's designated future land use is Resource Protection Area (REP) and is outside of the Permanent Growth Boundary.

Staff note that the original RV campsite was implemented prior to the current zoning requirements of A1-t zone. According to current zoning regulations, the maximum number of agri-tourist accommodation units (including RV sites) for parcels ranging from 7.0 ha to 7.99 ha, is 7 units, including RV sites. Should the proposed subdivision be approved by the ALC and City Council, the agri-tourism accommodation would then be required to meet all zoning bylaw requirements, and would be restricted to 5 units on a 4.0 ha parcel. The remaining 3.94 ha parcel would be too small to allow agri-tourist accommodation according to Section 11.2.8 of the Zoning Bylaw No. 8000 (see Development Engineering Services comments, Section 5.2, below).

The applicant's rationale for subdivision is that the smaller farm will be more affordable and easier to grow for the entry level farmer, or niche market grower who is growing for the local market. The OCP includes the objective of supporting local food production (Objective 5.13¹).

¹ City of Kelowna Official Community Plan, 2013. (Revised Nov. 2013). Objective 5.13 Increase Local Food Production.

Unfortunately, subdivision of land in and of itself does not guarantee that the purchaser will be an entry level or niche farmer. The trend in Kelowna has been that smaller ALR parcels are purchased for estate lots, due to their lower land values relative to similar sized properties in residential zones, and farming volume is often reduced to that of attaining farm status classification through the *BC Assessment Act*. When large homes are put on smaller agricultural parcels, it increases property values such that it is even more unaffordable for an entry level farmer to purchase. In addition, the use of estate homes in agricultural areas can lead to the same residential / agricultural adjacency conflicts as if the property was not zoned A1 or in the ALR.

In addition, the effects of precedent should be considered. Should the practice of supporting subdivision on agricultural lands be established, based on the rationale of making it easier to reduce the entry level cost for farmers, this could establish an example of supporting similar requests in the area for subdivision in the ALR.

The rationale that the applicant has provided is dependent upon a purchaser undertaking a local farming initiative (e.g. Small Plot Intensive Farming, or SPIN, see references in Section 5.0, below). SPIN Farming is a system designed for parcels under an acre². Subdivision and the sale of the property cannot ensure this objective. Even if the applicant was able to choose the purchaser based on this objective, a subsequent sale could not ensure this. In addition, staff notes that there are already many underutilized agricultural properties of smaller size in the northeast sector of the City, which could be used for SPIN, or small scale farming. Therefore, the applicant is proposing a parcel size of which there exists an adequate, and often underutilized, supply in the area.

4.2 Project Description

The applicant is requesting permission to subdivide the existing 7.94 ha (19.7 ac) parcel located at 2105 Morrison Road into two approximately 4 ha (10 ac) parcels. The property is currently used for vegetable production and a rural home based business, Caramoomel, which produces antipastos, jams and jellies from the produce of the farm. The owners also own and operate an agri-tourist accommodation business for RV trailers. The RV campsite was established prior to the adoption of the A1t - Agri-tourist Accommodation policy in the Zoning Bylaw No. 8000, however, compliance with the seasonal operation requirements is necessary. There are 10 RV campsites on the property. The owner's residence and unused picker's accommodation, as well as the Caramoomel production facility and various farm sheds lie in the southwest corner of the property. The east side of the property (approximately 4.0 ha) was historically used for apple production, but has remained fallow for approximately 20 years.

4.3 Site Context

The subject property is located near the eastern boundary of the City of Kelowna (see Map 1 - Subject Property, below). Elevations range from 464 metres above sea level (masl) at the southeast corner to 424 masl at the northwest corner of the property. The use of the property based on the BC Assessment Role is vegetable farming.

Parcel Summary:

Parcel Size: 7.94 ha (19.7 ac) Elevation: 464 masl to 424 masl

² SPIN, 2014. SPIN – A New Way to Learn to Farm. http://spinfarming.com/whatsSpin/ (accessed Feb. 2014)

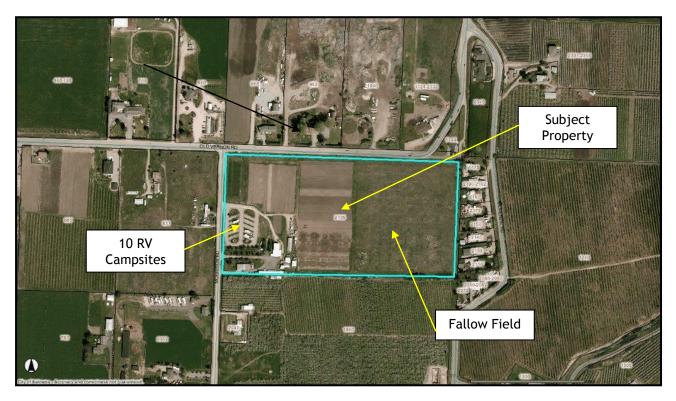
4.4 Zoning of Adjacent Property

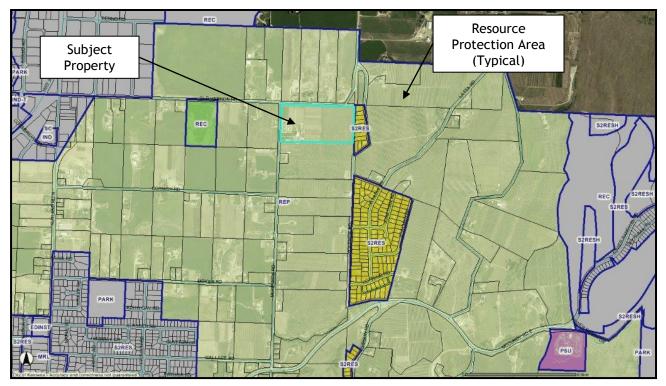
Zoning for adjacent properties is outlined in the following table:

Table 1: Zoning of Adjacent Property

Direction	Zoning Designation	Land Use	ALR
North	A1 - Agriculture 1	Agricultural	Yes
East	RR3 - Rural Residential / RU6	Rural Residential	Yes
South	A1 - Agriculture 1	Agricultural	Yes
West	A1 - Agriculture 1	Agricultural	Yes

Map 1: Subject Property - 2105 Morrison Road





Map 2: Neighbourhood Future Land Use - 2105 Morrison Road

4.5 Agricultural Capability / Soil Types

According to the Canada Land Inventory (CLI), the subject property contains primarily Class 3 Agriculture Capability, on the western portion, with primarily Class 5 and Class 4 on the eastern portion of the property. With improvements, the land capability classification is primarily Class 3, with some Class 1 and Class 2 on the eastern portion. Class 3 land has limitations that require moderately intensive management practices or moderately restrict the range of crops, or both. This land may continue to be limited by soil structure or low permeability, with steepness in the lower southeast corner.

In relative terms, Class 1, 2 and 3 are considered prime land for agriculture and in the Okanagan is thought to be exceptional and somewhat rare.

It is important to note that the factors upon which the CLI classification is based is that the soils will be managed under a largely mechanized system. In addition, the classification does not take into consideration capability for certain crops, including tree fruits, fruits and ornamental plants³.

³ Agriculture and Agri-Food Canada, 2014. Overview of Classification Methodology for Determining Land Capability for Agriculture. (Accessed Feb. 18, 2014) http://sis.agr.gc.ca/cansis/nsdb/cli/classdesc.html

4.6 Zoning Subdivision and Development Criteria

Subdivision and development criteria for the Agricultural A1 zone include the following:

CRITERIA	A1 (Agricultural) ZONE REQUIREMENTS			
Subdivision Regulations				
Minimum Lot Area	4.0 hectare (2.0 hectare within the ALR)			
Minimum Lot Width	40.0 m			
Minimum Front Yard	6.0 m			
Minimum Side Yard	3.0 m (except it is 4.0 m from a flanking street)			
Minimum Rear Yard	10.0 m (except it is 3.0 m for accessory buildings)			
Maximum Site Coverage	10% for residential development (inclusive of agri-tourist accommodation) and 35% for agricultural structures			
	Agri-tourist accommodation shall not be located on lots smaller than 4.0 ha in size.			
Other Regulations	Agri-tourist accommodation shall be permitted to the Table in Section 11.1.8 of the Zoning Bylaw No. 8000, where parcels from 4.0 to 5.99 permit a maximum of 5 Recreational Vehicle (RV) units.			
Nonconforming elements of the west site should	A subdivision would result in the homesite/agri-tourist site parcel being 4.0 ha. A variance of Section 11.1.8, noted above, would be required to allow more than 5 RV units, if requested by the owner.			
the parcel size be reduced to 4.0 ha	Site coverage for the homesite and RV units combined would be approximately 12.5 % (only 10% permitted). This would require a reduction of the agri-tourist accommodation and/or the homesite structures, or a Development Variance Permit to be compliant.			

5.0 Applicant Rationale

The application notes the following with respect to rationale for the subdivision:

"The subdivision of 2105 Morrison Road will increase the viability of the farm by creating many opportunities such as:

- 1. Starter farm
- 2. SPIN farming
- 3. Increases agricultural options
- 4. Direct Marketing
- 5. Niche Marketing
- 6. More favourable public perception
- 7. More attractive to local retailers, consumers
- 8. Stronger ties to local community
- 9. Family farm stewardship
- 10. Second or even third career opportunity
- 11. Semi-retirement opportunity"

The applicants draw their rational from a number of resources, including the paper, *How to Assist the Small-Scale Farmer*⁴. However, the author of this paper does not mention subdivision in the article. Unfortunately, the author does not provide a definition of 'small-scale' in his article, or give an idea of what size is ideal. His focus is on global patterns and policies, including cereals and meats production, as well as agricultural subsidies, international trade and policies. It is difficult, from the article, to determine if his determination of small-scale farm is 20 acres, 160 acres, or industrial farming operations of hundreds of acres.

The applicant also cites SPIN (Small Plot Intensive)⁵ farming, as a rationale for subdivision. SPIN is a farming system for parcels less than an acre, and promotes the integration of food production in densely populated areas, using backyards and neighbourhood lots.

The application has included a number of references for information on small scale farming. These include the following:

- Resetting the Table A People's Food Policy for Canada http://foodsecurecanada.org/sites/default/files/fsc-resetting2012-8half11-lowres-en.pdf
- Food Secure Canada Discussion Paper 6 Environment and Agriculture
 http://foodsecurecanada.org/sites/foodsecurecanada.org/files/DP6_Environment_and_Agriculture.pdf
- How to Assist the Small-Scale Farmer. (Watson, B, 2008)
 https://www.un.org/en/ecosoc/docs/statement08/robert_watson.pdf
- Food Sovereignty A New Rights Framework for Food and Nature? (Hannah Wittman, 2011)
 http://www.landfood.ubc.ca//publications/Wittman_2011_Food_Sovereignty_Review_Env_Society.pdf
- The Multiple Functions and Benefits of Small Farm Agriculture In the Context of Global Trade Negotiations (P.M. Rosset, 1999)
 - http://www.foodfirst.org/files/pb4.pdf
- SPIN, 2014. SPIN A New Way to Learn to Farm. http://spinfarming.com/whatsSpin/

6.0 Current Development Policies

6.1 City of Kelowna Agriculture Plan

Exclusion, subdivision, or non-farm use of ALR lands will generally not be supported. General non-support for ALR applications is in the interest of:

- protecting farmland through retention of larger parcels;
- protection of the land base from impacts of urban encroachment;
- reducing land speculation and the cost of entering the farm business; and
- encouraging increased farm capitalization.

⁴ Watson, B. 2008. How to Assist the Small-Scale Farmer.

⁵ SPIN, 2014. SPIN – A New Way to Learn to Farm. http://spinfarming.com/whatsSpin/ (accessed Feb. 2014)

Parcel Size (Agricultural Land) - Discourage the subdivision of agricultural land into smaller parcels, except where positive benefits to agriculture can be demonstrated.

6.2 Kelowna 2020 - Official Community Plan - Agricultural Policies

Protect and enhance local agriculture.

Protect Agricultural Land. Retain the agricultural land base by supporting the ALR and by protecting agricultural lands from development, except as otherwise noted in the City of Kelowna Agricultural Plan. Ensure that the primary use of agricultural land is agriculture, regardless of parcel size.

Subdivision. Maximize potential for the use of farmland by not allowing the subdivision of agricultural land into smaller parcels (with the exception of Homesite Severances approved by the ALC) except where significant positive benefits to agriculture can be demonstrated.

Development Permit Guidelines⁶

Homeplating. On agricultural lands, where appropriate, locate all buildings and structures, including farm help housing and farm retail sales, within a contiguous area (i.e. homeplate). Exceptions may be permitted where the buildings or structures are for farm use only.

6.3 City of Kelowna Strategic Plan

Objective: Sensitively integrate new development with heritage resources and existing urban, agricultural and rural areas.

Action towards this objective: Evaluate the effectiveness of City policies and bylaws in preserving agricultural lands.

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⁶ City of Kelowna Official Community Plan - Chapter 15 - Farm Protection DP Guidelines; p. 15.3.

7.0 Technical Comments

7.1 Ministry of Agriculture

The Ministry of Agriculture does not support subdivision of lands within the ALR, but defers to the ALC in its decision making processes regarding subdivision of ALR lands.

Should subdivision be granted by the ALC the Ministry requests that standard LGA 219 covenant be placed on both parcels regarding the creation of noise, odour and dust related to farming. As well, a people and pet proof fence should be placed to deter trespass onto farm properties.

7.2 Development Services Department

The Development Engineering Branch has provided comments for the application, summarized below (memo also attached).

- a) Development Engineering has no comments at this point in time with regard to this application, however, a comprehensive report will be provided at the time of subdivision application submission when the Agricultural Land Commission agrees to allow a subdivision of the subject property within the Agricultural Land Reserve.
- b) One interesting point is that the total assessed area for the property is 19.7 Ac or 7.97 ha, while the computed legal area is 7.94 ha. According to current regulations the agri-tourist accommodations would be limited to 7 units based upon the area for the entire property. Furthermore, by severing the property into two parcels, one would have an area of 4.0 ha and the other would have an area of 3.94 ha. The area and setting of each proposed parcel would have to be carefully evaluated and if the proposed Westerly parcel be 4.0 ha in size, the permitted agri-tourist accommodations would be reduced to 5 units and agri-tourist accommodations would not be allowed on the proposed Easterly parcel.

7.3 Policy & Planning Department

The intent of OCP Objective 5.33; Policy .8 (Subdivision), is to maximize potential of farmlands and does not allow for subdivision of agricultural land into smaller parcels. Therefore, the intent of this application is not consistent with the OCP.

8.0 Application Chronology

Date of Application Received: October 22, 2013

Agricultural Advisory Committee February 27, 2014

The above noted application was reviewed by the Agricultural Advisory Committee at the meeting on February 27, 2014 and the following recommendations were passed:

MOVED BY Ed Schiller/SECONDED BY Bob Hrasko

THAT the Agricultural Advisory Committee recommends that Council support Agricultural Land Reserve Appeal Application No. A13-0014 for the property located at 2105 Morrison Road, Kelowna, BC for an application to the Agricultural Land Commission under Section 21(2) of the Agricultural Land Commission Act for a "subdivision of agricultural land reserve" to allow subdivide the existing 7.94 ha parcel into two (2) parcels.

DEFEATED

Yvonne Herbison, Pete Spencer & John Janmatt - Opposed.

ANECDOTAL COMMENT:

The Agricultural Advisory Committee is recommending that the applicant consider leasing out a portion of the subject property. The Committee does not agree that smaller parcels of land are a benefit to agriculture and believes that the subject property would appeal to a potential leasee.

Report prepared by:	
Melanie Steppuhn, Land Use	_ Planner
Approved for Inclusion:	Todd Cashin, Manager, Subdivision, Agriculture & Environment Services
Attachments: Subject Property / ALR Map	Environment services

Subject Property / ALR Map
Soil Classification Map
Subject Property Soil Classification Description
BCLI Land Capability Map
Subject Property BCLI Land Capability Description
Proposed Subdivision Plan
Development Engineering Services - Memo (2 pages)
Application by Landowner's Agent (2 pages)
Proposed Subdivision Plan (3 pages)

Soil Classification

The soil classification for the subject property is broken into two sections with soil types as defined below.

Portion of Site / %	Soil Type	Description
Western Portion 100%	GL - Glenmore	Land: level or gently to moderately sloping Texture: moderately fine to fine textured, stone free glaciolacustrine deposits, resulting in silty clay loam or clay loamy. Sandy or gravelly lenses are at times present at depths greater than 2 metres. Drainage: generally well to moderately well drained, slowly pervious and a high water holding capacity Classification: Eluviated Dark Brown
Central Portion 60%	R - Rutland	Land: generally level to gently sloping Texture: moderately textured veneer over very coarse glaciofluvial deposits. Surface soil textures are sandy loam or loamy sand, with subsoil textures are gravelly sand or gravelly loamy sand. Stones and cobbles are common. Drainage: rapidly drained and rapidly pervious, slow surface runoff and low water holding capacity Classification: Orthic Dark Brown
Central Portion 40%	KE - Kelowna	Land: gently to moderately sloping sandy to loamy eolian veneer (10-30 cm) overlying glacial till Texture: surface textures are loam or sandy loam over subsoils of sandy to gravelly loam Drainage: well drained, moderately pervious and a moderate water holding capacity Classification: Orthic Dark Brown
Southeast Corner 80%	KE - Kelowna	Land: gently to moderately sloping sandy to loamy eolian veneer (10-30 cm) overlying glacial till Texture: surface textures are loam or sandy loam over subsoils of sandy to gravelly loam Drainage: well drained, moderately pervious and a moderate water holding capacity Classification: Orthic Dark Brown
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BCLI Land Capability

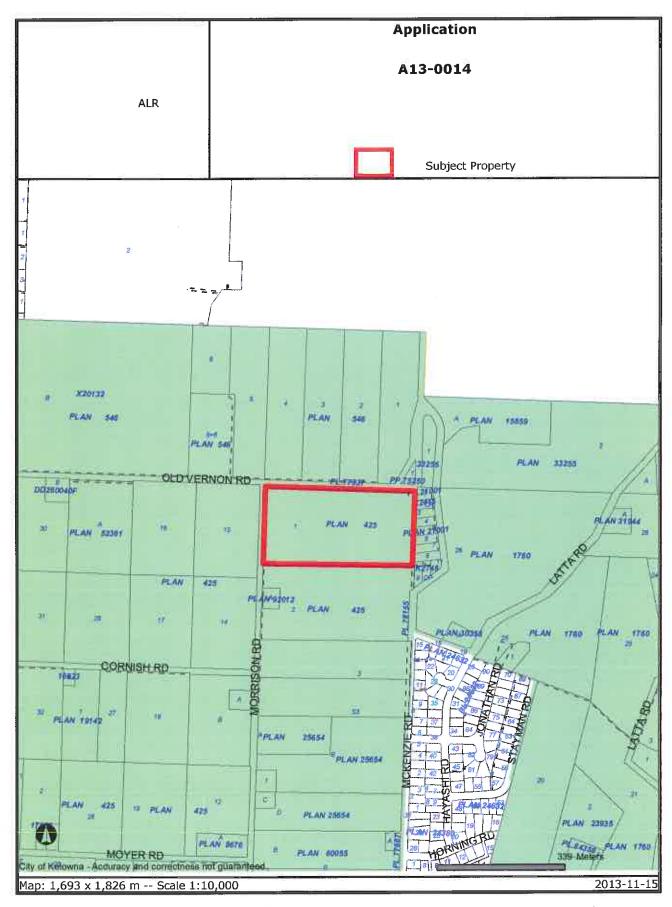
Portion of Site	Land Capability Rating, Unimproved	Land Capability Rating, With Improvements
Western	100% Class 3. Class 3 land has limitations that require moderately intensive management practices or moderately restrict the range of crops, or both. This land may continue to be limited by excess water, other than from flooding, which limits agricultural use. The excess water may be due to poor drainage, high water tables, seepage, and/or runoff from surrounding areas. Further, soil may be limited by degree of decomposition which affects drainage, permeability, capillary rise of water and rate of subsidence. The presence of mineral soil layers may be limiting to optimum crop yield and to drainage.	30% Class 3. Class 3 land has limitations that require moderately intensive management practices or moderately restrict the range of crops, or both. This land may continue to be limited by excess water, other than from flooding, which limits agricultural use. The excess water may be due to poor drainage, high water tables, seepage, and/or runoff from surrounding areas. Further, soil may be limited by degree of decomposition which affects drainage, permeability, capillary rise of water and rate of subsidence. The presence of mineral soil layers may be limiting to optimum crop yield and to drainage.
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20% Class 6 is non-arable but is capable of producing native and/or uncultivated perenial forage crops. This land may be limited by excess water, other than from flooding, which limits agricultural use. The excess water may be due to poor drainage, high water tables, seepage, and/or runoff from surrounding areas. The land may also be adversely affected by soluble salts (soil salinity) which reduce crop growth or restrict the range of crops.

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20% Class 2. Class 3 land has minor limitations that require good ongoing management practices or slightly restrict the range of crops, or both. This land may continue to be limited by excess water, other than from flooding, which limits agricultural use. The excess water may be due to poor drainage, high water tables, seepage, and/or runoff from surrounding areas.



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.

Land Capability = Brown/ Soil Class = Green



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BCLI Land Capability

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MEMORANDUM

Date:

December 10, 2013

File No.:

A13-0014

To:

Land Use Management (DB)

From:

Development Engineering Manager (SM)

Subject:

2105 Morrison Road - Lot 1, Plan 425, Sec. 36, Twp. 26, ODYD, except plan KAP77337

The Development Engineering comments regarding this potential ALR subdivision are as follows:

1. General.

- a) Development Engineering has no comments at this point in time with regard to this application, however, a comprehensive report will be provided at the time of subdivision application submission when the Agricultural Land Commission agrees to allow a subdivision of the subject property within the Agricultural Land Reserve.
- b) One interesting point is that the total assessed area for the property is 19.7 Ac or 7.97 Ha. while the computed legal area is 7.94 Ha. According to current regulations the agri-tourist accommodations would be limited to 7 units based upon the area for the entire property. Furthermore, by severing the property into two parcels, one would have an area of 4.0 Ha. and the other would have an area of 3.94 Ha. The area and setting of each proposed parcel would have to be carefully evaluated and if the proposed Westerly parcel be 4.0 Ha. in size, the permitted agri-tourist accommodations would be reduced to 5 units and agri-tourist accommodations would not be allowed on the proposed Easterly parcel.

Potential requirement associated with the subdivision of the property are provided for information only and are subject to the policies in effect at the time when a formal application could be made by the owners.

2. Subdivision.

- a) Dedicate the necessary Road Right of Way along the frontage of Morrison Road to provide one half of the 20.0m. Road Right of Way measure from the center line.
- b) Provide a corner rounding at the intersection of Old Vernon Road and Morrison Road

.../2

3. <u>Domestic water and fire protection.</u>

This development is within the service area of the Black Mountain Irrigation District (BMID). The developer is required to make satisfactory arrangements with the BMID for these items. All charges for service connection and upgrading costs will have to be paid directly to the BMID.

4. Sanitary Sewer.

The property is located within Connection Area # 20 and in accordance with the City of Kelowna current policy, the proposed new lot will trigger the payment of the connection Area charges applicable at the time of subdivision. A new wastewater service will be required at the owner's cost.

5. Road improvements.

No Road frontage upgrades would be required under this application; the existing rural cross-section of the adjacent roads meets the current Subdivision, Development and Servicing Bylaw for the A1 zone.

Steve Muenz, P. Eng.
Development Engineering Manager

 B^2

PROPOSAL

Application to subdivide within the ALR

To subdivide the 8Ha (20 acres) lot at 2105 Morrison Road, Kelowna BC V1X 4W4 into two 4Ha (10 acre) lots within the ALR - in accordance to the A1 zoning and in harmony with the average lot size in the neighborhood.

Addressing Agricultural Concerns

- Using as a template the questions asked in the ALC Applicant Information Package- Page 5

Q: Will this proposal permanently damage the physical capability of the land for agricultural use? A: No, this is a simple line subdivision. The land will not be damaged in anyway; on the contrary, the subdivision will enhance the agricultural capability of this particular lot.

Q: Are there physical restrictions that significantly interfere with farm use of the property? A: There will be no physical restrictions that will interfere with the farm use of the property. The subdivision will take away existing non-physical restrictions that impede farming on 10 acres. This subdivision will likely ensure land that has not been farmed since the 1990's will be cultivated once again.

Q: How do the existing and proposed parcel sizes relate to the type of agriculture in the area? A: The area is zoned A1 with a minimum size of 10 acres. This is the predominant size of lots in the neighborhood. Subdividing this lot into two parcels will not only add to the number of farms in the area, but it will fit in harmony with the average farm size.

Q: What effect would the proposal have on existing or potential agricultural use of surrounding lands? A: Overall the subdivision would have little effect on surrounding agricultural uses. This will be because this parcel has streets as buffers on two sides (North & West), and a small residential area abutting on a third side (East). The only farm that is immediately adjacent to the property lies on the South side and as the subdivision is likely to encourage another farm use, there will be no conflicts of noise, dust, etc. All urban services are already in place and no new road construction should be necessary.

Q: Is the proposed use supportive of agriculture or in conflict with it?

A: This proposed subdivision is very much supportive of agriculture. The subdivision of this lot will generate two farms where there was only one. This acreage will be ideal in size and price range for the majority of farmers that are in the market for land today in BC. According to Hannah Wittman¹, Associate Professor of Food, Nutrition and Health, Integrated Studies in Land and Food Systems at UBC the highest demand for agricultural land in BC is for two to five hectare sized farms in or close to urban areas (CBC The Early Edition Monday Oct 14, 2013)² Because large parcels (anything larger than 5 hectares) are either beyond the grasp of young farmers or would start them out with such a heavy debt load the likelihood of growing their business past it is very small they are not in demand. This does not

M.S. (Development Sociology), Cornell University, 2002

B.A. University of Washington (International Studies; Environmental Studies), 1996

¹ Ph.D. (Development Sociology), Cornell University, 2005

² CBC The Early Edition – Food Security and the ALR, Monday Oct 14, 2013 http://www.cbc.ca/earlyedition/pastepisodes/

even take into account the need for additional investment into the business of farming they would need to do. A 10 acre parcel is a much safer asset for beginner farmers to purchase with better returns for time, money and labour vested.

Q: Will the proposal benefit agriculture? A: Yes.

Q: How will the proposal benefit agriculture?

- 1. It will preserve agricultural land as this proposed subdivision is within the ALR and does not require either exclusion or zoning change, the land will continue to be preserved herein.
- 2. It will encourage farming on agricultural land Studies done as early as 1999 and into 2012 show that nothing ensures a community's food security as well as a variety of small multifunctional farms rather than the larger monoculture models.

"In 2008, the World Bank and the UN convened 900 experts to carry out a comprehensive threeyear assessment of world agriculture. Formally endorsed by 58 countries, their findings called for fundamental shifts in farming away from industrial production models and towards agroecology"

> "Resetting the Table: A People's Food Policy for Canada" First Published April 2011 www.peoplesfoodpolicy.ca

Evidence gathered globally in the last decade, especially since 2008, attests that smaller farm holdings as would be created by the subdivision at 2105 Morrison Road have many strengths including:

- I. Preserving the land
- II. Encourages intensive farming
- III. Easier to diversify
- IV. Smaller debt to Farmer
- V. Less infrastructure/equipment
- VI. Smaller carbon footprint
- VII. Streamlined, lean practices
- VIII. More adaptable to changes whether good & bad
- IX. Easier to find staffing
- X. More economical to run / more profitable
- XI. Encourages sustainable agriculture

"Mixed farming, with a wide variety of breeds and crops, helps to develop a farming system that is more resilient and interdependent. Increased on-farm biodiversity reduces risks of disease or pest outbreaks.

Monocultures — where only one breed or cultivar is grown — are vulnerable, as one pest or disease is capable of wiping out an entire crop."

Food Secure Canada DISCUSSION PAPER 6 Environment and Agriculture www.foodsecurecanada.org

"Important options for enhancing rural livelihoods include increasing access by small-scale farmers to land and economic resources and to remunerative local urban and export markets; and increasing local value added and value captured by small-scale farmers and rural laborers."

How to Assist the Small-Scale Farmer - Bob Watson

Director of the International Assessment of Agricultural Science and Technology for Development Chief Scientific Advisor to the UK Department of Environment, Food and Rural affairs

In its normative monoculture/commodity heavy, grow-for-export model makes "Canada's farm sector one of the world's least profitable. Net farm income from market sales for the period 2003-2010 is at its lowest in history – below depression-era levels – to well under zero dollars per year, per farm. At the same time, Canada's food production system is one of the world's most export-oriented. Over the past two decades our governments have quadrupled food exports creating policies that ship Canadian food worldwide to be traded and speculated upon in global commodity markets for the primary benefit of international business, while our food producers struggle to stay in business and keep their lands." www.peoplesfoodpolicy.ca

The subdivision of 2105 Morrison Road will increase the viability of the farm by creating many opportunities such as:

- I. Starter farm
- II. SPIN farming
- III. Increases agricultural options
- IV. Direct Marketing
- V. Niche marketing
- VI. More favorable public perception
- VII. More attractive to local retailers, consumers
- VIII. Stronger ties to local community
- IX. Family farm stewardship
- X. Second or even third career opportunity
- XI. Semi-retirement opportunity

By taking this property from one large lot, to two 10 acre lots, two farms have been created. The size of this farm is now ideal to drawing the type of people who are taking on the craft at this time. The land is more affordable and more sustainable to farm making it more attractive to either beginning farmers who are starting out and do not want to launch their career with a heavy debt load, or people who have left other professions who are now ready to live out lifelong dreams of a rural lifestyle growing food. From recent research and the new offerings through universities and colleges, these folks are learning agricultural technologies such as SPIN (Small Plot INtensive farming) and other similar methods which concentrate on smaller holdings, biodiversity, multifunction, multi-culture, localized markets, direct marketing, value-added, agri-tourism, agri-foods, etc. These new farmers are breaking records, managing their farms like entrepreneurs and measuring their success not just on the economic scale (thought that is doing very well) but also in their passion to preserve the land and its ecological benefits.

"...farmers are stewards of the land. If farmers are financially stable and are able to live and work in strong and connected communities, they can invest more easily in their farms and make good long-term decisions that contribute to both their own health and the health of their community and environment." Food Secure Canada DISCUSSION PAPER 6 Environment and Agriculture www.foodsecurecanada.org From: How to Assist the Small-Scale Farmer by Bob Watson
Director of the International Assessment of Agricultural Science and Technology for Development
Chief Scientific Advisor to the UK Department of Environment, Food and Rural affairs

Business-as-usual will not work. We need to build upon the successes of the past and avoid the mistakes – to summarize the key messages:

- agriculture must be viewed as multi-functional
- there is a need for increased emphasis on agro-ecological approaches and use of appropriate technologies
- support the small-scale farmer, through policies and investments
- •empower women
- integrate local and traditional knowledge with formal knowledge

The most successful way to benefit agriculture is to integrate it into the urban landscape; this is remarkably true in spaces like the Okanagan Valley and Kelowna in particular. As the studies and papers included with this application indicate, smaller farms are more likely to not only fit into said landscape, but also encourage more people to get into the business of farming/agriculture. The type of agriculture is also very important. A smaller acreage facilitates a more diverse agro-ecology which is not dependant on world commodity pricing. The farmers are in better control of their markets and revenues which in turn makes them more likely to continue farming and preserve the land for future farming.

From: Food Sovereignty - A New Rights Framework for Food and Nature? By Hannah Wittman Associate Professor of Food, Nutrition and Health, Integrated Studies in Land and Food Systems at UBC Ph.D. (Development Sociology), Cornell University, 2005, M.S. (Development Sociology), Cornell University, 2002, B.A. University of Washington (International Studies; Environmental Studies), 1996

"...in most industrialized countries, agricultural producers comprise less than five percent of the population. ...an increasing diversity of farmers worldwide is an essential step to implementing food sovereignty and challenging the consolidation of productive land evidenced in the corporate food regime."

"Sustainable agricultural intensifi cation or "producing more food from the same area of land while reducing environmental impacts" (Godfray et al. 2010: 814) is a second area of concern for feeding the world under a food sovereignty framework. In its research on sustainable and ecologically sound production methods, the food sovereignty movement has sparked an increasing interest in agroecology, as a multifunctional approach to food production that incorporates livelihood provision, conservation of biodiversity, and ecosystem function and community well-being. Based on the theory of the inverse relationship between farm size and total agricultural output (Altieri 2009, 2010; Ishii-Eiteman 2009; Rosset 2008, 2009a), proponents of the smallholder, agroecological food production model argue that harnessing social and ecological diversity can lead to higher productivity and resilience to ecological vulnerability and climate change (Kassam 2010; Reardon and Perez 2010; Rosset et al. 2011).

Multifunctional agriculture has been shown to produce certain ecological services more efficiently that monocropping systems (Jordan et al. 2007)."

"A recent review of the literature on agroecology and the right to food (United Nations 2010) suggests that small-scale farmers can double food production within a decade in critical regions by using agroecological production methods, and research consistently indicates that agrobiodiversit based on indigenous farmer knowledge contributes to food security (e.g., Rerkasem et al. 2002 cited in Kassam 2009)."

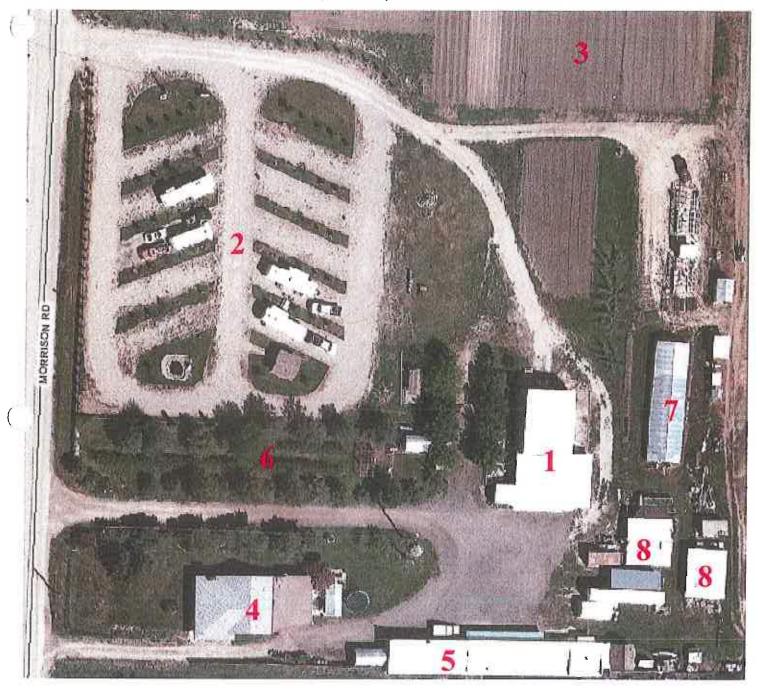
In conclusion, for urban areas like the City of Kelowna, the land parcels of a four hectare size that would be created by this subdivision are of an ideal size to attract the new breed of farmers that are choosing to make BC their home. From graduates of agricultural programs such as offered by UBC, to immigrants eager to make a new life in Canada, to women and men who have worked hard, saved their money and are ready to embark on their dream of growing food from the land - these are the people who want to buy agricultural land in BC. They are ready to buy and to farm this property and they will be the biggest benefit to agriculture yet.

On a personal note:

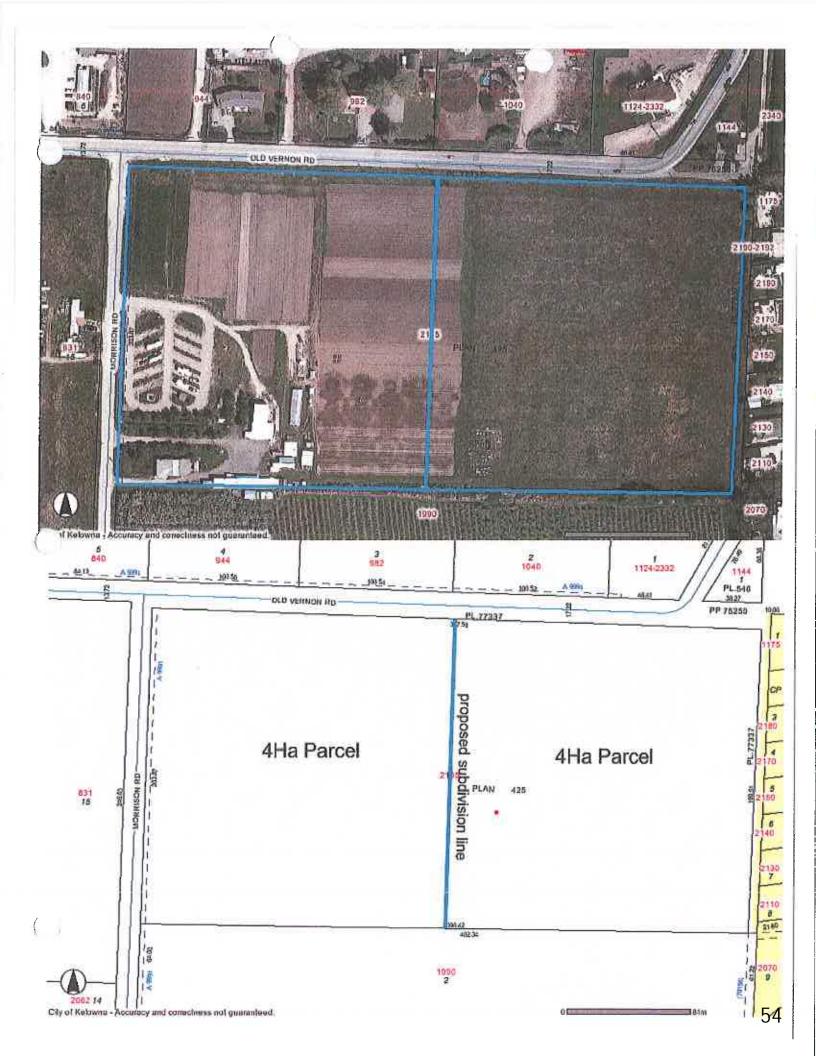
The last time we asked to subdivide this property in 1995 it was with the purpose of creating two vibrant viable farms in the space of one largely unused space. The plan was to sell 10 acres and use the proceeds to improve the 10 acres the Dudka's were keeping without the risk of going into debt. The request was denied, but the Dudka's dream of growing their value-added agri-food business continued and after consulting with many professionals including the Business Development Bank of Canada they took the plunge and mortgaged their farm to make a portion of the improvements they had planned in 1995. This was in 2007/2008. Going into debt at that time turned out to not be the best path to follow, however a recession etc did not slow the Dudka's down.

They continued to work hard and followed the advice of the best consultant's and advisors they could find. However recuperating from the combination of the drastic fall in sales due to the recession and large debt load has been too slow. They have been hit by a string of unfortunate events including Alex Dudka losing a kidney to cancer. The main focus now is keeping the mortgage payments made every month because otherwise they will lose their home. The farm is up for sale, has been for over 2 years, but at the size and though prized at fair market value, it will not sell in a timely manner. Smaller parcels will sell much quicker, and subdividing this property will help the Dudka's save their home. There is no pension for the Dudkas, no retirement savings, everything they have is tied up in this property. This land is their retirement. It would be no exaggeration to say that this simple subdivision would be a lifesaving opportunity for them. However as neither the economic or personal circumstances of the Dudka family will determine the outcome of this application; we include this data here for your information only.

Buildings & Uses at 2105 Morrison Road Kelowna, BC V1X 4W4



- 1. Caramoomel Products Inc. Value-added agri-food business
- Quails View Farm RV Park Agri Tourism
 Vegetable farm with seasonal veggie stand
- 4. Home residence
- 5. Workshop with pickers cabins6. Cherry orchard
- 7. Green house (non permanent)8. Sheds (non permanent)
- All other structures are mobile storage containers or Costco tents





REPORT TO COUNCIL



Date: 3/19/2014

RIM No. 1250-30

To: City Manager

From: Urban Planning, Community Planning & Real Estate (AC)

Application: Z14-0011 Owner: David & Pamela Watland

Address: 412 Christleton Ave Applicant: Debra Tinkler & Sid Molenaar

Integrity Services Inc.

Subject: Rezoning Application

Existing OCP Designation: S2RES - Single / Two Unit Residential

Existing Zone: RU1 - Large Lot Housing

Proposed Zone: RU1c - Large Lot Housing with Carriage House

1.0 Recommendation

That Rezoning Application No. Z14-0011 to amend the City of Kelowna Zoning Bylaw No. 8000 by changing the zoning classification of Lot 2, District Lot 14, ODYD, Plan 4366, located on 412 Christleton Ave, Kelowna, BC from the RU1 - Large Lot Housing zone to the RU1c - Large 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 subsequent to the requirements Development Engineering Branch being completed to their satisfaction.

2.0 Purpose

The purpose of the application is to consider the proposed rezoning to RU1c which would allow a carriage house on the subject property.

3.0 Urban planning

Staff are supportive of the proposed rezoning to allow a carriage house on the subject property. 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. There are some examples of RU6 & RU1c developments in the immediate area. The adjacent property to the west is zoned RU1c and has a carriage house located at the rear of the property.

The application does trigger a variance to the Zoning Bylaw for carriage house height. The merits of the height variance will be addressed within the Development Variance Permit report. Staff do

have some concerns about supporting a height variance for a two storey building but recognize that the design is unique and the neighbouring property has a two storey carriage house. A Development Permit has been submitted to evaluate the form and character of the proposal.

In fulfillment of Council Policy No. 367 respecting public consultation, the applicant undertook neighbour consultation by individually contacting the neighbours as described in the attached *Schedule 'A'*. No major issues were identified during consultation with neighbouring parcels. Two neighbours declined to sign the proponents' form which stated "as a proximity neighbour I have no objections to the proposed development."

4.0 Proposal

4.1 Project Description

The subject property presently contains one single detached dwelling. The applicant is proposing a rezoning of the property to RU1c - Large Lot Housing with Carriage House in order to allow a carriage house on the parcel. The existing dwelling is to be demolished and a new single detached building will be built. The proposed site layout is shown below. The neighbouring principle dwellings are setback considerable distance from the front parcel line (varies between 16m & 23m). The proposed setback for the new dwelling is 6.0m which meets the minimum setback for the zone. The contemporary design can be seen below and would be unique compared to adjacent properties.

4.2 Site Context

The subject property is approximately 766 m² in area. The OCP designates the subject property S2RES - Single / Two Unit Residential and the lot is within the Permanent Growth Boundary.

The surrounding residential area is characterized principally by a mix of single family and secondary dwelling units developed in various housing forms including duplexes, second dwellings, and carriage houses. The area to the north is zoned HD1- Kelowna General Hospital.

Specifically, adjacent land uses are as follows:

Orientation	Zoning	Land Use
North	HD1 - Kelowna General Hospital	Institutional
East	RU1 - Large Lot Housing	Single detached dwelling development
South	RU1 - Large Lot Housing	Single detached dwelling development
West	RU1c - Large Lot Housing with Carriage	Single detached dwelling development
west	House	with carriage house

Subject Property Map: 412 Christleton Avenue





Registered Heritage Properties

4.3 Zoning Analysis Table

Zoning Analysis Table					
CRITERIA	RU1c ZONE R	EQUIREMENTS	PROPOSAL		
	Developme	ent Regulations			
	Principal Carriage House		Principal dwelling	Carriage House	
Height	9.5 m or 2.5 storeys	4.5 m or 1.5 storeys	7.4 m (2 storeys)	4.5 m <mark>(2</mark> storeys)*	
Front Yard	4.5	m	6.0 m	exceeds	
Side Yard		/ 1.5 storeys ′ 2.5 storeys	2.0 m & 2.3m	2.3 m	
Rear Yard	6.0) m	>6.0 m	6.0 m	
Site coverage of buildings	40) %	30.3 %		
Site coverage of buildings, driveways & parking	50) %	<50%		
Other Regulations					
Maximum Carriage House Area	90m²		59m ²		
Minimum Parking Requirements		etached dwelling house = 3 stalls	5		
Distance between dwellings	4.5 m		>4.5m		
Private Open Space	30 m ² / dv	velling unit	30 m ² / dwelling unit		
*Variance Requested					

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.

Sensitive Infill.² 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.

6.0 Technical Comments

- 6.1 Building & Permitting Department
 - Development Cost Charges (DCC's) are required to be paid prior to issuance of any Building Permits.
 - Operable bedroom windows required as per the 2012 edition of the British Columbia Building Code (BCBC 12).
 - Full Plan check for Building Code related issues will be done at time of Building Permit applications.
- 6.2 Development Engineering Department
 - See attached

6.3 Fire Department

Requirements of section 9.10.19 Smoke Alarms of the BCBC 2012 are to be met. If a fence
is ever constructed between the dwellings a gate with a clear width of 1100mm is
required. Any gate is to open without special knowledge. Additional visible address is
required from Christleton Ave. Emergency access is from the main roadway and not the
lane.

7.0 Application Chronology

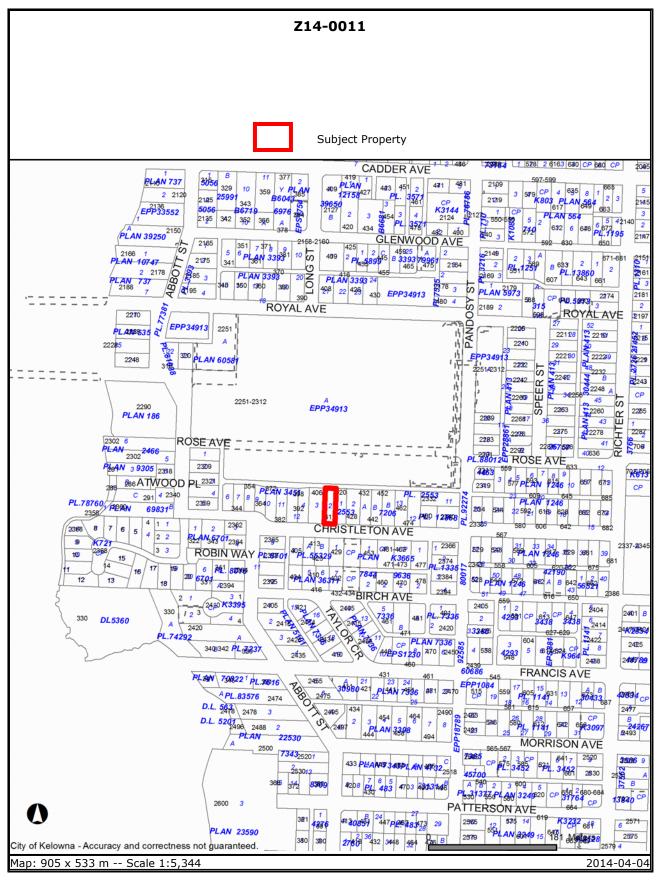
Date of Application Received: March 3rd 2014
Date of Public consultation: January 16th 2014

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

² City of Kelowna Official Community Plan, Policy 5.22.6 (Development Process Chapter).

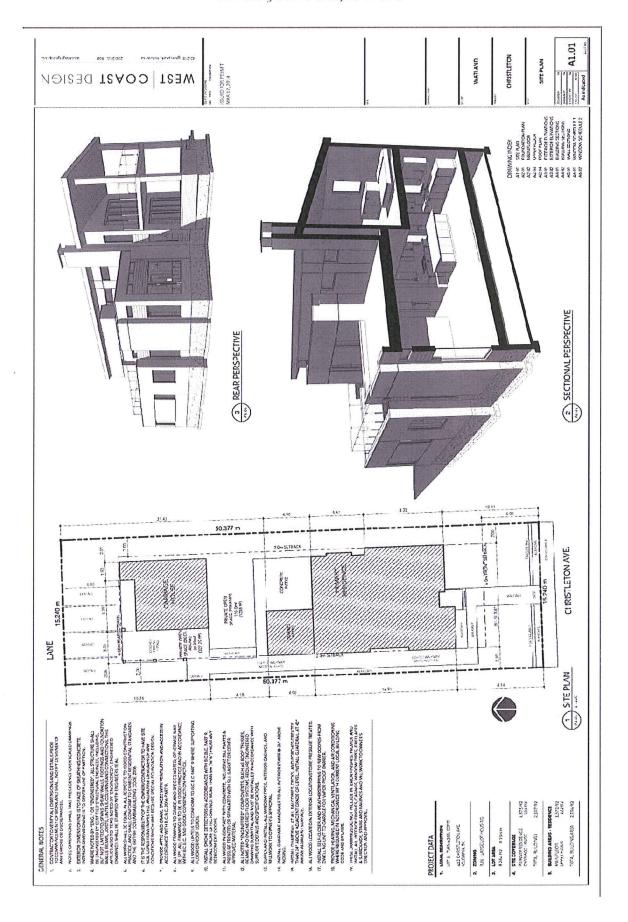
Report prepared by:		
Adam Cseke, Planner I	_	
Reviewed by:		Ryan Smith, Manager - Urban Planning
Approved for Inclusion:		D. Gilchrist, Divisional Director - Community Planning & Real Estate
Attachments: Site Plan / Landscape Plan Colour Board Conceptual Elevations Development Engineering Co	omment	s

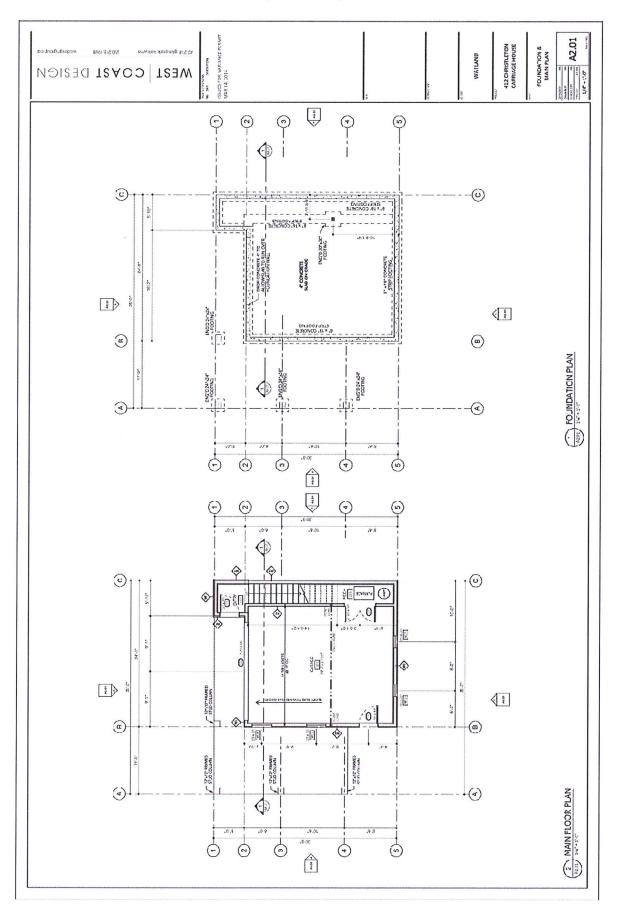
Map Output Page 1 of 1



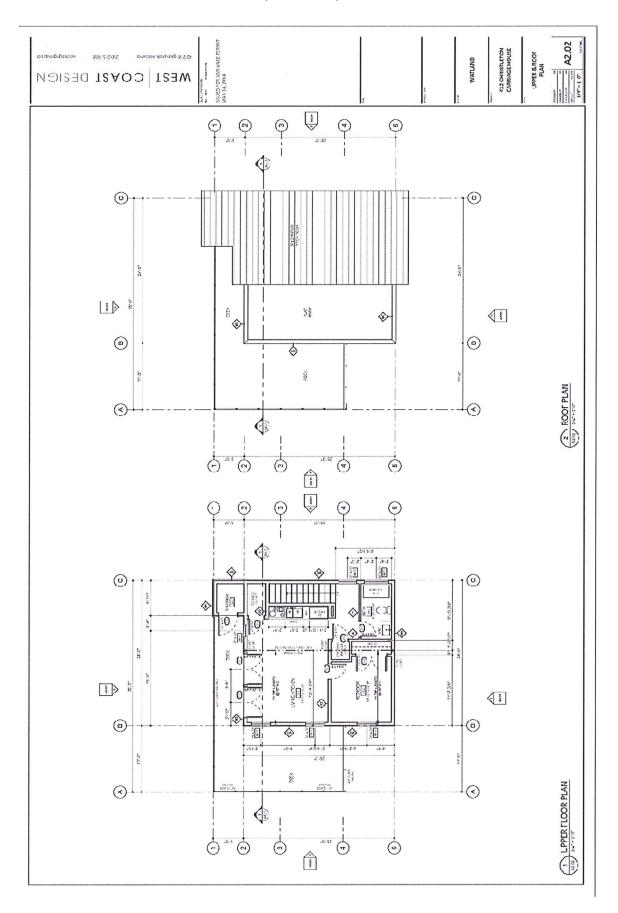
Certain layers such as lots, zoning and dp areas are updated bi-weekly. This map is for general information only.

The City of Kelowna does not quarantee its accuracy. All information should be verified.

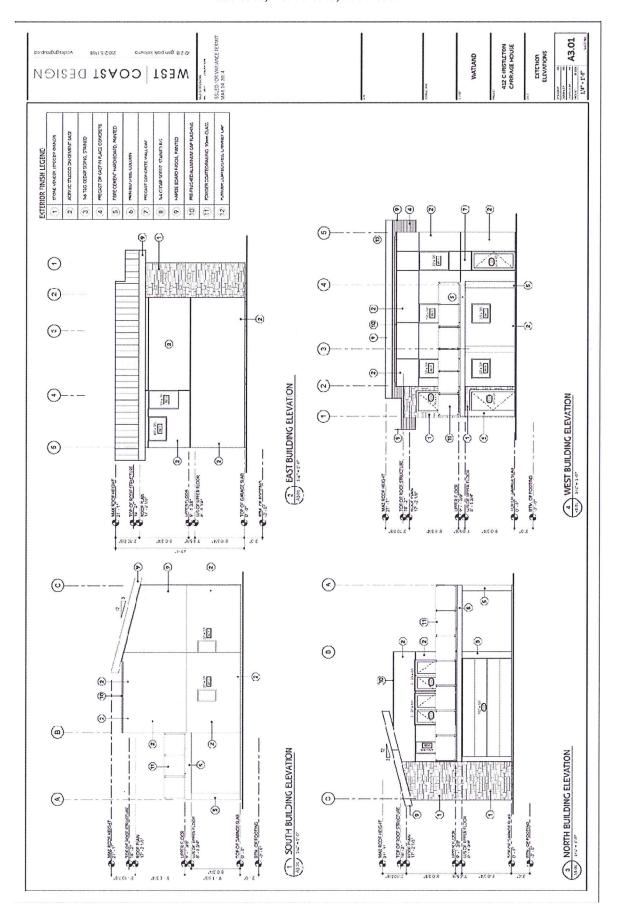




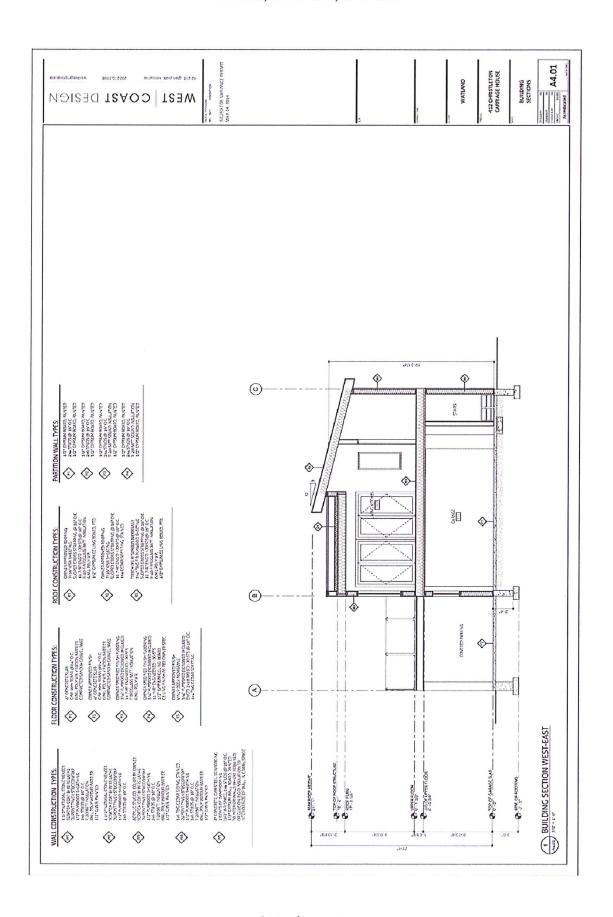
Attachments



Attachments



Attachments



Attachments

MEMORANDUM

Date:

March 10, 2014

File No.:

Z14-0011

To:

Urban Planning (AC)

From:

Development Engineering Manager (SM)

Subject:

412 Christleton Avenue

Carriage House

Development Engineering has the following comments and requirements associated with this application. The utility upgrading requirements outlined in this report will be a requirement of this development.

1. <u>Domestic Water and Fire Protection</u>

The existing lot is serviced with a small diameter (13-mm) copper water service, which is substandard. Adequate metered water service should be provided to meet current by-law requirements. The disconnection of the existing small diameter water service and the tie-in of a larger new service can be provided by City forces at the developer's expense. The applicant will be required to sign a Third Party Work Order for the cost of the water service upgrades. For estimate inquiry's please contact Sergio Sartori, by email ssartori@kelowna.ca or phone, 250-469-8589.

Sanitary Sewer

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

3. Development Permit and Site Related Issues

Direct the roof drains into on-site rock pits.

Access to this site is permitted from the lane only.

4. <u>Electric Power and Telecommunication Services</u>

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 Muenz, P. Eng.
Development Engineering Manager

SS

Exterior Finish Legend 412 Christleton

1. Stone Veneer – Kettle Valley Stone, Country Cottage Urban Ledgestone



2. Acrylic Stucco Smooth Finish 2 tone - Benjamin Moore CC-572 Barnboard and AF-685 Thunder





3. Cedar Siding & Soffits - Sansin DEC - Autumn Gold #16



- 4. Hardie Board Facsia & Flashing Metro Brown (Similar to Windows)
- 5. Beridick Windows #922 Dark Bronze





- 6. Powder Coated Railing 10mm glass Metro Brown
- 7. Garage Doors Flush Panel, Ultra Grain Texture medium finish and/or Painted BM Barnboard CC-572





Attachments



Attachments



Attachments



BYLAW NO. 10946 Z14-0011 - David and Pamela Watland 412 Christleton Avenue

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, District Lot 14, ODYD, Plan 4366 located on Christleton Avenue, Kelowna, B.C., from the RU1 Large Lot Housing zone to the RU1c Large 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

BYLAW NO. 10834

Z13-0003 - Pier Mac Petroleum Installation Ltd. 1760, 2025 and 2137 Quail Ridge Blvd

A by	law to	amend	the	"Citv	of	Kelowna	Zoning	Bvlaw	No.	8000".
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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 The West ½ of Section 14, Township 23, ODYD, Except Plans H16596, KAP47192, KAP51877, KAP53641, KAP53790, KAP57365, KAP73608 and KAP82802; Lot A, District Lot 32 and Section 14, Township 23, ODYD, Plan KAP52924; Lot B, District Lot 32 and Section 14, Township 23, ODYD, Plan KAP52924, located on Quail Ridge Blvd, Kelowna, B.C., from the A1 Agriculture 1 zone, the CD15 Airport Business Park zone, I5 Extraction zone and the P3 Parks and Open Space zone to the CD15 Airport Business Park zone and the P3 Parks and Open Space zone as per Map "B" attached to and forming part of this bylaw;
- 2. This bylaw shall come into full force and effect and is binding on all persons as and from the date of adoption.

Read a first time by the Municipal Council this 8th day of April, 2013.

Considered at a Public Hearing on the 23rd day of April, 2013.

Amended at first reading on the

Re-Considered at a Public Hearing on the

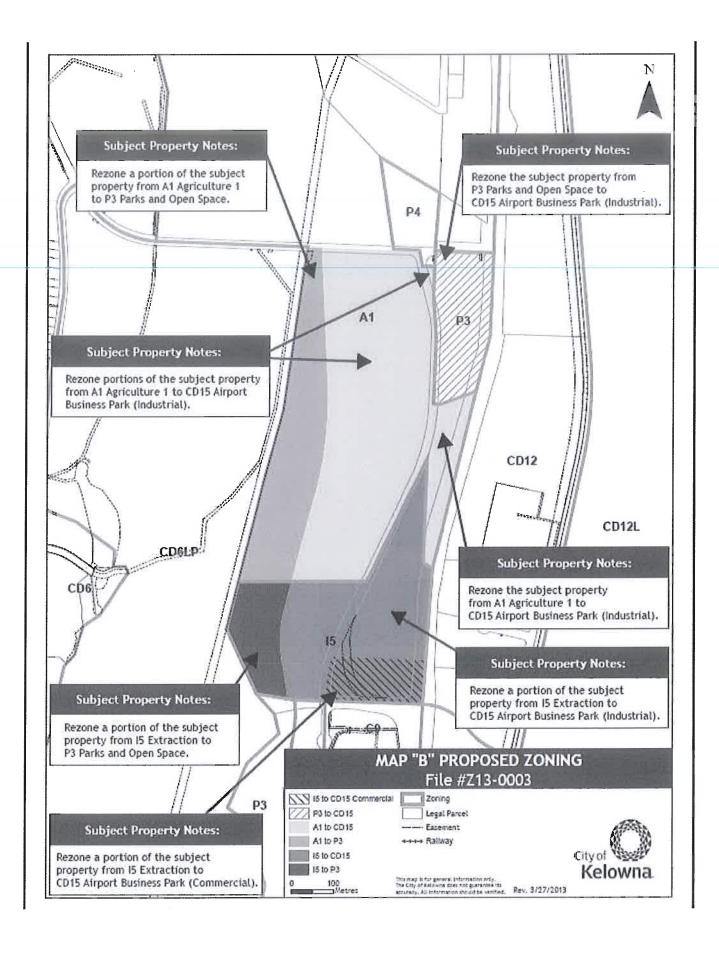
Read a second and third time by the Municipal Council this

Approved under the Transportation Act

(Approving Officer-Ministry of Transportation	ר)

Adopted by the Municipal Council of the City of Kelowna this

	Mayor
	City Clerk



CITY OF KELOWNA

BYLAW NO. 10852 Z13-0013 - 564913 BC Ltd,. Inc. No.564913 1383 Ellis Street

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

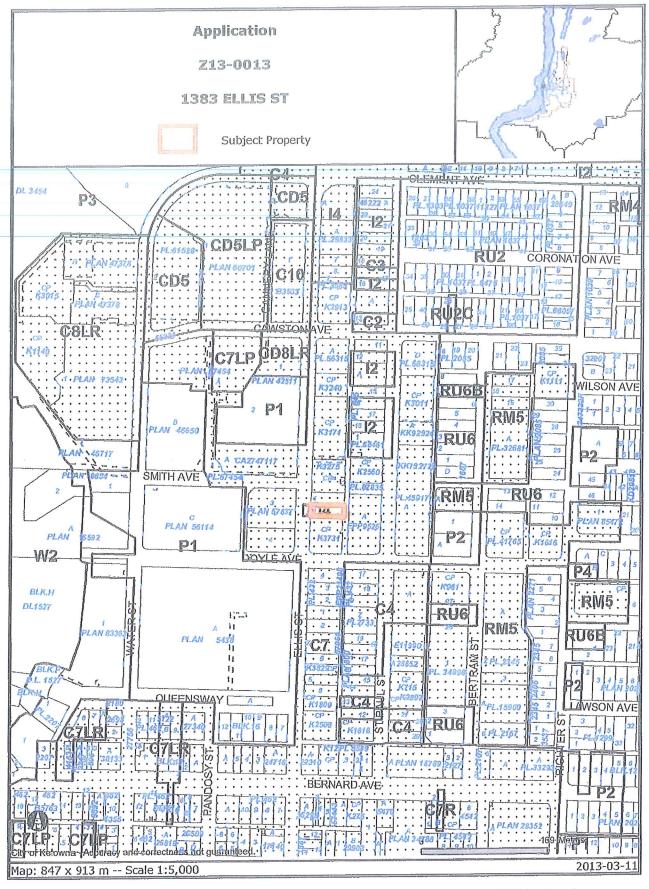
The Municipal Council of the City of Kelowna, in open meeting assembled, enacts as follows:

- 1. THAT City of Kelowna Zoning Bylaw No. 8000 be amended by changing the zoning classification of Lot 8, District Lot 139, ODYD, Plan 432 located on 1383 Ellis Street, Kelowna, B.C., from the I4 Central Industrial zone to the C7 Central Business Commercial zone.
- 2. This bylaw shall come into full force and effect and is binding on all persons as and from the date of adoption.

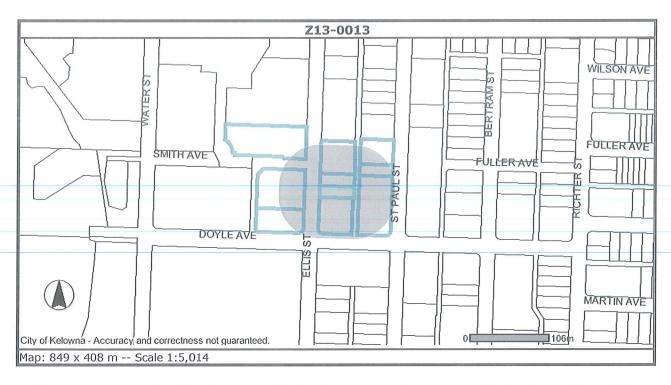
Read a first time by the Municipal Council this 10th day of June, 2013.

Considered at a Public Hearing on the 2nd day of July, 2013.

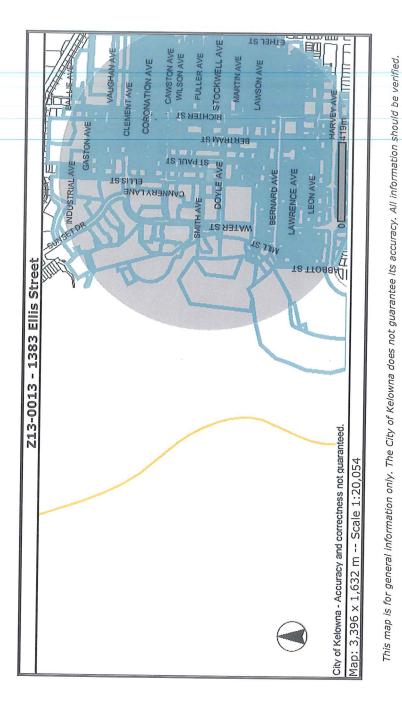
Read a second and third time by the Municipal Council this 2 nd day of July, 2013.	
Approved under the Transportation Act this 21st day of August, 2013.	
Blaine Garrison (Approving Officer-Ministry of Transportation)	
Adopted by the Municipal Council of the City of Kelowna this	
	Mayor
Cit	v Clerk



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



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Highways -

Report to Council



Date: April 3, 2014

Rim No. 0220-20

To: City Manager

From: Genelle Davidson, Financial Services Director

Subject: Amendment #1 to Five Year Financial Plan, 2013-2017

Report Prepared by: Debra Hutton, Accountant

Recommendation:

THAT Council direct staff to amend the Five Year Financial Plan 2013-2017 Bylaw No. 10826 as required by the Community Charter, to reflect changes in the Operating Budget and Capital Expenditure Program for 2013;

AND THAT Bylaw No. 10945 being Amendment No. 1 to the Five Year Financial Plan 2013-2017 Bylaw No. 10826 be advanced for reading consideration;

Purpose:

To amend the Five Year Financial Plan as required by the Community Charter so that it includes the authorized transfers and amendments that occurred throughout the year.

Background:

The City of Kelowna, in order to comply with section 165(1) of the Community Charter (Financial Management), amends the financial plan to provide for expenditures required after adoption of the Five Year Financial Plan Bylaw. These expenditures, in all cases, do not impact taxation demand but rather result in the shift of funding from one source to another and/or shifts in expenditures within, or from, one municipal purpose area to another.

The amended financial plan is impacted on a departmental basis by contingency fund transfers, disbursements of Other Working Capital, transfers from the City Manager's training account and other transfers as permitted under the Budget Amendment Policy #262 and Budget Transfer Policy #261, which are excluded from the analysis below.

The attached Schedule A reflects the following material amendments and transfers that are being brought before Council for the first time:

Community Planning & Real Estate

Reserve funding in the amount of \$100,000 was removed for Development Services and Permit & Inspection Revenue budgets were increased.

Civic Operations

General Fund

The Graffiti Control budget of \$183,345 was moved from Transportation to Parks.

The Landfill Front End Loader purchase was completed under budget, and \$112,705 was transferred to various other vehicle purchases that needed more funding.

The Landfill New Site Entrance project was completed under budget, and \$180,000 was moved to the New Administration Building at Landfill project, which required additional funding.

A \$250,000 grant from the Community Infrastructure Improvement Fund was received for structural repairs at the Family YMCA. It replaces the budgeted reserve funding.

The Rails with Trails Phase 2 project received grant funding from BikeBC/ Provincial Cycling Investment Program in the amount of \$1.52 million.

The budget for Vehicle & Mobile Equipment repair parts expenses, and corresponding Internal Equipment Revenues from Biosolids and the Fire Department have been increased by \$158,000.

The Kettle Valley's South Perimeter Way median was completed using \$105,701 in deferred revenue.

Various fuel management grants were received from the Union of BC Municipalities for a total of \$269,285.

ICBC contributions of \$104,940 were received for safety improvements on various transportation projects. An example is the Green Bike Lanes on Springfield at Cooper & Ethel.

Remove budget for community contributions of \$150,000 that will not be received for the Pedestrian Network.

Electrical Fund

Bernard Revitalization Streetlight Capital required additional funding of \$275,408, which was provided by the Electrical Fund, and funding of \$134,110 was provided by the transportation part of the project in General Fund. Overall, the project is within budget.

Wastewater Fund

Additional funding of \$125,000 was required for odor control at the Jim Bailey Lift Station. Budget of \$89,500 was moved from Lawrence Ave Sewer Main and \$35,500 from the Dehart Ave Sewer Main Replacement project, which were both completed under budget.

Other Departments

The Airport Runway Overlay funding of \$373,320 was combined with the Drive to 1.6 Million project to facilitate cost analysis.

The Regional Household Travel Survey funding source changed from the Community Works Fund to the Gas Tax program. \$150,000.

A claim settlement for \$1.25 million was received for future roadway repairs and was contributed to the Insurance Deductible reserve until expenditures are required.

This amendment is being presented for Council to approve the changes to the 2013 Financial Plan that have occurred since Final budget was approved in May of 2013.

Legal/Statutory Authority: Community Charter section 165.

Considerations not applicable to this report:

Internal Circulation:
Legal/Statutory Procedural Requirements:
Existing Policy:
Personnel Implications:
External Agency/Public Comments:
Communications Comments:
Alternate Recommendation:

Submitted by:

G Davidson, Financial Services Director

Financial Plan 2013 - 2017

	2013 Amended						
	Budget	2013	2014	2015	2016	2017	2018-2030
							
REVENUE							
PROPERTY VALUE TAX	103,659,000	103,659,000	109,121,135	115,317,002	121,659,560	125,972,411	2,089,723,047
LIBRARY REQUISITION	5,296,206	5,296,206	5,402,130	5,510,173	5,620,376	5,732,784	95,099,634
PARCEL TAXES	3,589,923	3,589,923	3,295,025	3,241,333	3,189,255	3,166,674	45,533,140
FEES AND CHARGES	127,284,968	127,284,968	95,405,266	97,871,442	100,225,661	102,662,248	1,537,258,152
BORROWING PROCEEDS	20,838,730	20,838,730	5,080,000	26,401,700	19,389,300	4,965,000	59,144,850
OTHER SOURCES	62,013,161	57,781,079	49,231,238	46,430,622	51,863,561	47,583,227	684,192,274
	322,681,988	318,449,906	267,534,794	294,772,272	301,947,712	290,082,344	4,510,951,097
TRANSFERS BETWEEN FUNDS							
RESERVE FUNDS	6,275,997	2,295,845	1,716,445	2,621,396	2,621,396	2,621,396	37,692,670
DCC FUNDS	15,439,636	15,427,945	16,698,608	22,523,137	17,538,880	19,847,535	138,645,876
SURPLUS/RESERVE ACCOUNTS	90,365,636	88,460,440	30,166,167	25,504,248	14,799,892	43,039,597	276,469,214
	112,081,269	106,184,230	48,581,220	50,648,781	34,960,168	65,508,528	452,807,760
TOTAL REVENUE	434,763,257	424,634,136	316,116,013	345,421,053	336,907,880	355,590,871	4,963,758,857
	. , , .	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,					,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
EXPENDITURES							
MUNICIPAL DEBT							
DEBT INTEREST	10,286,646	10,286,646	10,348,652	12,505,558	12,903,409	13,303,818	99,850,622
DEBT PRINCIPAL	12,403,384	12,403,384	12,021,683	13,391,361	13,771,310	13,432,836	93,290,330
CAPITAL EXPENDITURES	154,815,270	148,086,220	65,426,380	85,747,332	70,351,943	84,785,932	961,739,819
OTHER MUNICIPAL PURPOSES							
GENERAL GOVERNMENT	29,509,830	28,968,588	29,848,215	29,922,438	30,775,455	31,591,733	497,850,236
PLANNING, DEVELOPMENT &							
BUILDING SERVICES	22,197,006	21,652,734	20,153,700	20,767,476	21,348,803	22,030,198	348,704,296
COMMUNITY SERVICES	69,530,959	69,273,342	70,853,112	73,256,193	75,649,115	77,895,124	1,229,003,327
PROTECTIVE SERVICES	46,534,557	44,506,233	46,358,561	48,476,554	50,104,692	51,759,331	815,668,918
UTILITIES	43,320,052	43,291,436	17,005,149	17,462,464	17,894,340	18,362,265	291,756,486
AIRPORT	11,335,639	11,335,639	11,914,980	12,314,912	12,691,703	13,074,871	206,045,280
	399,933,343	389,804,222	283,930,431	313,844,288	305,490,769	326,236,110	4,543,909,315
TRANSFERS BETWEEN FUNDS	40.000 = 10	40.000 7:0	44 000 707	10.074.05-	10.007.05-	40.000.011	454 400 405
RESERVE FUNDS	10,832,743	10,832,743	11,023,785	10,976,027	10,907,027	10,883,246	156,488,605
DCC FUNDS							
SURPLUS/RESERVE ACCOUNTS	23,997,171	23,997,171	21,161,797	20,600,738	20,510,085	18,471,515	263,360,937
	34,829,914	34,829,914	32,185,582	31,576,765	31,417,112	29,354,761	419,849,543
TOTAL EVDENDITUDES	424 7/2 257	424 624 426	246 446 042	245 424 052	224 007 000	3EE E00 074	4 042 750 057
TOTAL EXPENDITURES	434,763,257	424,634,136	316,116,013	345,421,053	336,907,880	355,590,871	4,963,758,857

CITY OF KELOWNA

BYLAW NO. 10945

Amendment No. 1 to the Five Year Financial Plan 2013-2017 Bylaw No. 10826

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

- 1. THAT the Five Year Financial Plan 2013-2017 Bylaw No. 10826 be amended by:
 - a) Deleting Schedule "A" in its entirety and replacing it with a new Schedule "A" as attached to and forming part of this bylaw;
- 2. Schedule "A" attached hereto and forming part of this bylaw is hereby declared to be the Five Year Financial Plan of the City of Kelowna for the period January 1st, 2013 to and including December 31st, 2017.
- 3. This bylaw may be cited for all purposes as Bylaw No. 108945 being "Amendment No. 1 to the Five Year Financial Plan Bylaw, 2013-2017, No. 10826."

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

Adopted by the Municipal Council of the City of Kelowna this

Mayor
City Clerk

Financial Plan 2013 - 2017

	2013 Amended Budget	<u>2013</u>	<u>2014</u>	2015	2016	<u>2017</u>	2018-2030
REVENUE							
PROPERTY VALUE TAX	103,659,000	103,659,000	109,121,135	115,317,002	121,659,560	125,972,411	2,089,723,047
LIBRARY REQUISITION	5,296,206	5,296,206	5,402,130	5,510,173	5,620,376	5,732,784	95,099,634
PARCEL TAXES	3,589,923	3,589,923	3,295,025	3,241,333	3,189,255	3,166,674	45,533,140
FEES AND CHARGES	127,284,968	127,284,968	95,405,266	97,871,442	100,225,661	102,662,248	1,537,258,152
BORROWING PROCEEDS	20,838,730	20,838,730	5,080,000	26,401,700	19,389,300	4,965,000	59,144,850
OTHER SOURCES	62,013,161	57,781,079	49,231,238	46,430,622	51,863,561	47,583,227	684,192,274
	322,681,988	318,449,906	267,534,794	294,772,272	301,947,712	290,082,344	4,510,951,097
TRANSFERS BETWEEN FUNDS							
RESERVE FUNDS	6,275,997	2,295,845	1,716,445	2,621,396	2,621,396	2,621,396	37,692,670
DCC FUNDS	15,439,636	15,427,945	16,698,608	22,523,137	17,538,880	19,847,535	138,645,876
SURPLUS/RESERVE ACCOUNTS	90,365,636	88,460,440	30,166,167	25,504,248	14,799,892	43,039,597	276,469,214
	112,081,269	106,184,230	48,581,220	50,648,781	34,960,168	65,508,528	452,807,760
TOTAL REVENUE	434,763,257	424,634,136	316,116,013	345,421,053	336,907,880	355,590,871	4,963,758,857
EXPENDITURES MUNICIPAL DEBT DEBT INTEREST DEBT PRINCIPAL CAPITAL EXPENDITURES OTHER MUNICIPAL PURPOSES GENERAL GOVERNMENT PLANNING, DEVELOPMENT & BUILDING SERVICES COMMUNITY SERVICES PROTECTIVE SERVICES UTILITIES AIRPORT	10,286,646 12,403,384 154,815,270 29,509,830 22,197,006 69,530,959 46,534,557 43,320,052 11,335,639	10,286,646 12,403,384 148,086,220 28,968,588 21,652,734 69,273,342 44,506,233 43,291,436 11,335,639 389,804,222	10,348,652 12,021,683 65,426,380 29,848,215 20,153,700 70,853,112 46,358,561 17,005,149 11,914,980 283,930,431	12,505,558 13,391,361 85,747,332 29,922,438 20,767,476 73,256,193 48,476,554 17,462,464 12,314,912	12,903,409 13,771,310 70,351,943 30,775,455 21,348,803 75,649,115 50,104,692 17,894,340 12,691,703	13,303,818 13,432,836 84,785,932 31,591,733 22,030,198 77,895,124 51,759,331 18,362,265 13,074,871	99,850,622 93,290,330 961,739,819 497,850,236 348,704,296 1,229,003,327 815,668,918 291,756,486 206,045,280
TRANSFERS BETWEEN FUNDS RESERVE FUNDS DCC FUNDS SURPLUS/RESERVE ACCOUNTS -	10,832,743 23,997,171 34,829,914	10,832,743 23,997,171 34,829,914	11,023,785 21,161,797 32,185,582	10,976,027 20,600,738 31,576,765	20,510,085	10,883,246 18,471,515 29,354,761	156,488,605 263,360,937 419,849,543
TOTAL EXPENDITURES	434,763,257	424,634,136	316,116,013	345,421,053	336,907,880	355,590,871	4,963,758,857

Report to Council



Date: April 14, 2014

Rim No. 0280-40

To: City Manager

From: George King, Revenue Manager

Subject: 2014 Tax Distribution Policy

Recommendation:

THAT Council approve a Municipal Tax Distribution Policy as outlined in the Report of the Revenue Manager dated April 14, 2014, for the year 2014 that will result in a modification of the 2013 Tax Class Ratios to reflect the uneven market value changes which have been experienced between property classes, as follows:

Property		2014 Tax	2013 Tax
Class	Description	Class Ratios	Class Ratios
01/08/03	Residential/Rec/NP/SH	1.0000:1	1.0000:1
02	Utilities	5.0301:1	5.0475:1
04	Major Industrial	3.0908:1	3.0391:1
05/06	Light Industrial/Business/Other	2.0881:1	2.0822:1
09	Farm Land	0.1242:1	0.1279:1
91	Farm Improvements	0.4953:1	0.5034:1

AND THAT Council approve development of 2014 tax rates to reflect the 2014 assessment changes in property market values.

Purpose:

To establish tax class ratios that will be used in the preparation of the 2014 tax rates.

Background:

The 2014 assessment roll is based on market values established on July 1, 2013. The market value change to assessments is outlined in the following table:

		Market
Property		Increase
<u>Class</u>	Description	(Decrease)
01/08/03	Residential/Rec/NP/SH	(1.00)%
02	Utilities	(0.66)%
04	Major Industrial	(2.65)%
05/06	Light Industrial/Business/Other	(1.28)%
09	Farm Land	0.92%
91	Farm Improvements	0.62%

Under Provincial legislation, Community Charter section 165(3.1), municipalities must set out objectives and policies in relation to the distribution of property value taxes among the property classes. The current Council policy is to modify tax class ratios to provide an effective tax increase that is the same for all classes. Market value changes that result in **uneven changes** between property classes **result in a tax burden shift** to the class experiencing greater market value increases unless tax class ratios are modified to mitigate this shift. This policy works well when market changes are similar between all property classes. However, over time this can lead to large changes in the tax ratios of one, or several, property classes if their market change is different than the residential class.

From 2013 information on municipalities over 75,000 population, Kelowna has the third lowest Business Class ratio and was one of eight municipalities over 75,000 population that had a Business class ratio under 3.00. As approved in 2013, to remain competitive, Kelowna should ensure that business and light industry property tax ratios remain below the average of BC municipalities with populations greater than 75,000. A maximum of 3.00 is to be considered for the Light Industrial/Business class ratio and the impacts on the other property classes from this cap (if required) will be reported to Council during the annual Tax Distribution Policy review.

The Utility Class 02 is getting close to the maximum ratio that can be used and this may impact the tax sharing in future years. The impact will be minimal due to the small assessment in that property class but there is a Provincial regulation capping the class multiple at 2.5 times the Business property class (5.2203).

Impact on Properties Within Each Property Class

It is important to be aware that the tax rates established as a result of new tax class ratios are designed to avoid shifts between property classes; however the rates established are based on the average market value increase for the entire class or classes.

The establishment of tax class ratios that prevent shifts between classes do not eliminate potential shifts <u>within</u> a property class where a property has experienced a market value change that is greater than the average for that class.

The establishment of modified tax class ratios simply provides a basis for an equitable distribution of general municipal taxes between classes; however the establishment of the required tax rate will be dependent on the final tax demand as determined by Council during Final Budget deliberations.

Background Information

Background information, attached to this report, provides additional related information on the following topics:

- The B.C. Assessment Authority and the Assessment System
- The Taxation System
- Historical Council Policy Tax Class Ratios
- The 2014 Assessment Roll

Conclusion

Major Industrial and Light Industrial/Business/Other, tax class ratios for 2014 have increased in relation to the residential class; while the Utilities and Farm Improvement class have decreased. This reflects the market value changes experienced in those classes in comparison to the residential class. Farm Land will remain at fifty cents per thousand of assessed value, as set by statute.

Existing Policy:

As included in the Five Year Financial Plan Bylaw:

- Council will annually review and modify tax class ratios to provide an effective tax change that is the same for all classes.
- The impacts on other property classes from administering a ratio cap on the Light Industrial/Business classes will be reported to Council during the annual Tax Distribution Policy review.
- Regularly review and compare the City's relative position in terms of distribution of taxes to other similarly sized municipalities in British Columbia.

Considerations not applicable to this report:

Internal Circulation: Legal/Statutory Authority: Legal/Statutory Procedural Requirements: Financial/Budgetary Considerations: Personnel Implications:

External Agency/Public Comments: Communications Comments: Alternate Recommendation:
Submitted by:
G. King, CPA, CMA, Revenue Manager
Approved for inclusion: Keith Grayston, CPA, CGA, Director, Financial Services
cc: Deputy City Manager

BACKGROUND INFORMATION

ASSESSMENT SYSTEM/TAXATION SYSTEM

The B.C. Assessment Authority and the Assessment System

The B.C. Assessment Authority is an independent body created by the Provincial Legislature and is charged with the responsibility of preparing an Assessment Roll for all of the properties in British Columbia.

Taxing authorities, at various levels of government (e.g. Provincial, Municipalities, Regional Districts, Hospitals, School Districts) use the Assessment Roll to assist them with the distribution of the taxes required to operate their corporations.

July 1st is the assessment valuation date for properties listed in the assessment roll.

Although the Assessment Roll preparation is the responsibility of the Assessment Authority, for use by various taxing jurisdictions, B.C. Assessment has nothing to do with the actual levying of taxes, other than for its own operating levy.

The Taxation System

City Council is responsible only for the General Municipal portion of the property taxes appearing on the Kelowna tax bill that is sent to property owners in May of each year. The City of Kelowna is responsible for the billing and collection of taxes levied by other taxing jurisdictions such as the School District, however City Council has no direct control over these levies.

The General Municipal tax levy is the City's primary revenue source which is used to pay for the services that it delivers to its citizens such as fire and police protection, street and parks maintenance, library, new road construction, etc.

The provision of water, sewer and airport services is funded by way of user rates. These costs are not included in the general municipal tax levy.

The Assessment System managed by B.C. Assessment and the Taxation System managed by the City of Kelowna are two separate systems, subject to different Acts of Legislature and meant for two different purposes.

Over the years, the taxation system has changed substantially and has been constantly reviewed and amended by the Province in an attempt to provide a more equitable and understandable method of sharing the taxation requirements within each municipality.

Prior to the present system, which provides the authority for Municipalities to set the tax class ratios, uneven market fluctuations between classes resulted in shifts in the taxation burden from one property class to another.

Tax Class ratios represent the relative tax amounts that each class will pay as a ratio of the residential tax class. For example, if the tax class ratio of the Business to Residential class is 2.50:1 this means that for each dollar of market value the Business Class tax rate will be two and one half times that of the Residential Class.

The ability to establish different tax rates for each class of property means that municipalities can avoid shifts of taxation between classes of property, unless there is a deliberate political decision to do otherwise.

The differential tax rate powers granted to municipalities are not, however, designed to prevent shifts of taxation between properties within a particular class.

Historical Council Policy - Tax Class Ratios

From 1984, when City Council was granted the authority to establish tax class ratios, to 1988, there was very little market value movement in the City. As a result there was no need to adjust the tax class ratios to prevent shifts in the tax burden from one property class to another.

This changed slightly in 1989 and the City chose to modify the tax class ratios at that time to reflect the difference in market movement between the residential class and the business class.

In 1991 there was a more dramatic change in the market values of residential property which necessitated a more significant change in the tax class ratios to ensure that the residential class did not experience a greater percentage tax increase, on average, than other property classes that year.

The following is a historical recap of the tax class ratios which were established from 1985 through to 2014 based on market value shifts that occurred during that period (some years are omitted to condense the information):

Property	<u>1985</u>	1991	1997	2003	2005	2008	2009	2010	2011	<u>2012</u>	2013	<u>2014</u>
<u>Class</u>												
Residential	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Utilities	2.21	3.00	3.03	3.76	5.00	6.17	6.15	5.21	5.67	5.38	5.05	5.03
Supportive							1.00	1.00	1.00	1.00	1.00	1.00
Housing												
Industry	1.74	2.49	3.20	2.93	3.97	3.97	3.96	3.54	3.32	3.12	3.04	3.09
Major												
Industry	1.74	2.40	2.02	2.04	2.59	2.71	2.72	2.38	2.37	2.19	2.08	2.09
Light												
Business	1.74	2.06	2.02	2.04	2.59	2.71	2.72	2.38	2.37	2.19	2.08	2.09
/Other												

Rec/	1.00	0.94	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Non-Profit												
Farm Land	0.09	0.08	0.08	0.08	0.11	0.16	0.16	0.16	0.15	0.14	0.13	0.12
Farm Imprv	0.41	0.38	0.46	0.51	0.55	0.55	0.55	0.51	0.52	0.50	0.50	0.50

The 2014 Assessment Roll

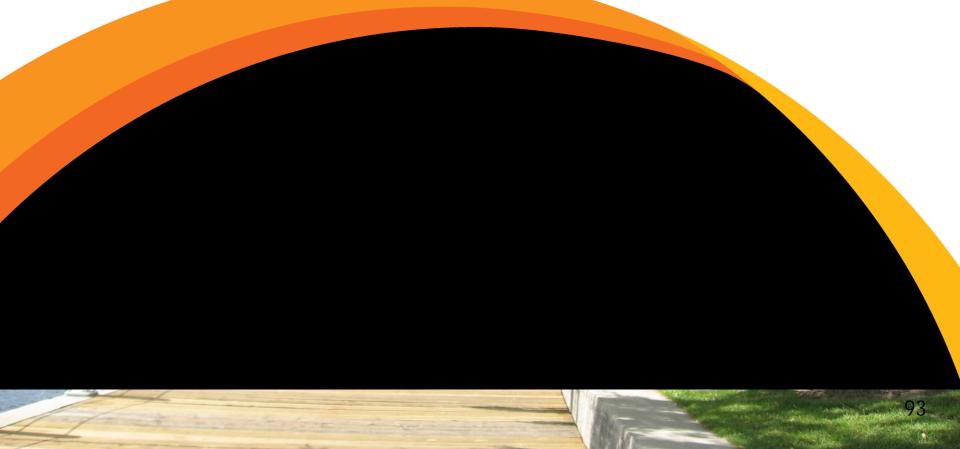
The following is the 2014 split between market value increase and new construction as provided by B.C. Assessment:

	<u>(0</u>	<u>00's)</u>	% Age		
	<u>2014</u>	<u>2013</u>	<u>Market</u>	New Const	
Res/Rec/NP/SH	19,506,478.8	19,450,671.9	(1.00)%	1.29%	
Utilities	26,455.6	25,858.3	(0.66)%	2.97%	
Major Industrial	30,323.0	31,150.0	(2.65)%	0.00%	
Light Ind/Bus/Other	3,933,330.7	3,926,421.5	(1.28)%	1.46%	
Farm Land	21,516.1	21,207.1	0.92%	0.54%	
Farm Improvements	240,434.8	<u>228,787.2</u>	0.62%	<u>4.47</u> %	
Totals	23,758,539.1	23,684,096.0	(1.03)%	1.34%	

The 2014 Assessment Roll includes a total of \$318.4 million in new construction values added and summarized as follows:

	<u>(million's)</u>	
01/08/03	Residential/Rec/NP/SH	\$250.1
02	Utilities	0.8
04	Major Industrial	0.0
05/06	Light Industrial/Business & Other	57.2
09/91	Farm Land/Farm Improvements	<u>10.3</u>
	Total	\$318.4





MARKET CONDITIONS

Average Percent Market Increase By Property Class Between 2014 & 2013

	<u> 2014</u>	<u>2013</u>	<u>Market</u>	New Const
Res/Rec/NP/SH	19,506.5	19,450.7	-1.00%	1.29%
Utilities	26.5	25.8	-0.66%	2.97%
Major Industrial	30.3	31.2	-2.65%	0.00%
Lt Ind'I/Business	3,933.3	3,926.4	-1.28%	1.46%
Farm Land	21.5	21.2	0.92%	0.54%
Farm Improvements	<u>240.4</u>	<u>228.8</u>	0.62%	4.47%
Totals	23,758.5	23,684.1	-1.03%	1.34%

(in millions)

2014 TAX DISTRIBUTION POLICY

Options

- 1. Modified Tax Class Ratios
- 2. Maintain Same Tax Class Ratios
- 3. Maintain Same Percentage Tax Share
- 4. Adopt Full Market Assessment

OPTION 1 - EQUALIZE MARKET VALUE SHIFTS

	% Market <u>Change</u>	% Tax Rate <u>Change</u>	% Avg. <u>Impact</u>
Res./Rec./NP./SH.	-1.0	3.5	2.5
Utilities	-0.7	3.2	2.5
Major Industrial	-2.7	5.3	2.5
Light Ind./Bus./Ot	h1.3	3.8	2.5
Farm Land	0.9	0.2	1.1
Farm Improv.	0.6	1.9	2.5

Provisional Budget Tax Increase = 2.49%

OPTION 2 - MAINTAIN SAME TAX CLASS RATIOS

	% Market <u>Change</u>	% Tax Rate <u>Change</u>	% Avg. <u>Impact</u>
Res/Rec/NP/SH	-1.0	3.6	2.6
Utilities	-0.7	3.6	2.9
Major Industrial	-2.7	3.6	0.9
Light Ind/Bus/Ot	h -1.3	3.6	2.3
Farm Land	0.9	0.2	1.1
Farm Improv	0.6	3.6	4.3

OPTION 3 - MAINTAIN SAME PERCENTAGE TAX SHARE

	% Market <u>Change</u>	% Tax Rate <u>Change</u>	% Avg. <u>Impact</u>
Res/Rec/NP/SH	-1.0	3.6	2.6
Utilities	-0.7	1.6	0.9
Major Industrial	-2.7	6.7	3.9
Light Ind/Bus/Ot	h -1.3	3.7	2.4
Farm Land	0.9	0.2	1.1
Farm Improv	0.6	-1.1	-0.5

OPTION 4 - FULL MARKET ASSESSMENT

	% Market <u>Change</u>	% Tax Rate Change	% Avg. <u>Impact</u>
Res/Rec/NP/SH	-1.0	22.4	21.2
Utilities	-0.7	-75.8	-75.9
Major Industrial	-2.7	-59.7	-60.8
Light Ind/Bus/Ot	h -1.3	-41.2	-42.0
Farm Land	0.9	0.2	1.1
Farm Improv	0.6	143.2	144.7

2014 TAX DISTRIBUTION POLICY COMPARISON WITH 2013

	2014 Tax Class Ratio	2013 Tax <u>Class Ratio</u>
Res/Rec/NP/SH	1.0000:1	1.0000:1
Utilities	5.0301:1	5.0475:1
Major Industrial	3.0908:1	3.0391:1
Light Ind/Bus/Oth	2.0881:1	2.0822:1
Farm Land	0.1242:1	0.1280:1
Earm Improv	0.4953:1	0.5034:1

2014 TAX DISTRIBUTION POLICY

POLICY:

Eliminate Shifts Between Property Classes

Remain Below Prov. Average for Business Class

Business Class Cap of 3.00:1

DOES NOT:

Eliminate Shifts Within Individual Property Classes

ALL TAXING AUTHORITIES

2014 Tax Class Ratios

		<u>2013</u>	BC	CORD &
	<u>Municipal</u>	School	<u>Assessment</u>	<u>Hospital</u>
Residential	1.00	1.00	1.00	1.00
Utilities	5.03	6.93	8.26	3.50
Supportive Housing	1.00	0.05	0.00	1.00
Major Industrial	3.09	3.07	8.26	3.40
Light Industrial	2.09	5.35	2.84	3.40
Business/Other	2.09	3.07	2.84	2.45
Recreation/Non-Profit	1.00	1.68	1.00	1.00
Farm Land	0.12	3.42	1.00	1.00

2013 RATIOS > 75,000

Municipality	<u>Utilities</u>	Major Ind.	Light Ind.	Business
Coquitlam	13.09	9.55	4.45	4.50
Vancouver	19.19	17.40	4.33	4.33
Burnaby	15.32	20.05	4.22	4.22
North Vancouver	16.88	15.52	4.60	3.63
Richmond	18.80	6.80	3.83	3.59
Saanich	7.82	3.05	3.05	3.48
Delta	12.06	10.20	3.21	3.21
Victoria	7.69	3.18	3.18	3.18
Langley	8.54	2.70	3.03	3.00
Surrey	13.88	4.80	2.63	2.94
Maple Ridge	9.34	8.69	2.86	2.86
Kamloops	7.78	15.31	4.79	2.84
Nanaimo	7.62	2.58	2.58	2.58
Abbotsford	7.78	_	2.16	2.55
Kelowna	5.05	3.04	2.08	2.08
Chilliwack	8.52	-	2.07	2.07
Prince George	5.04	5.80	3.17	1.97
Average				3.12

Report to Council



Date: 4/14/2014

File: RIM Classification Number

To: City Manager

From: Andrew Hunsberger, Urban Forest Health Technician

Subject: Wildfire Fuel Mitigation - Tower Ranch Mountain Park

Recommendation:

THAT Council approves staff applying for grants through the Union of British Columbia Municipalities (UBCM) Strategic Wildfire Initiative to complete wildfire fuel mitigation in Tower Ranch Mountain Park.

Purpose:

To request support for pursuing provincial funds through the Union of British Columbia Municipalities (UBCM) - Strategic Wildfire Initiative for wildfire fuel mitigation.

Background:

The City of Kelowna through the *Wildfire Fuel Mitigation Program* is continuing to apply for provincial funds to reduce the wildfire hazard on local government and provincial government property.

2014 UBCM Funded Project

A UBCM funded project involves the development of a fuel management prescription followed by fuel mitigation operations on City of Kelowna properties with the use of provincial and municipal funds. The province provides 75% of the funding while the municipality provides the remaining 25% in the form of in-kind contributions.

Tower Ranch Mountain Park is located east of Tower Ranch Drive and south of Tower Ranch Golf Course. The densely treed park with steep slopes is currently surrounded by the golf course and open grasslands.

The Tower Ranch Subdivision Development proposed by Parkbridge Lifestyle Communities Inc. will include the creation of approximately 150 housing lots immediately north of Tower Ranch Mountain Park. This development will create a wildland urban interface with the park. A

Wildland Urban Interface Wildfire Threat Assessment was completed which resulted in a "High" threat rating. The proposed project will take the necessary measures to reduce the wildfire threat that will exist on City of Kelowna property.

Internal Circulation:

Communications
Grants & Partnership Manager

Considerations not applicable to this report:

Legal/Statutory Authority:

Legal/Statutory Procedural Requirements:

Existing Policy:

Financial/Budgetary Considerations:

Personnel Implications:

External Agency/Public Comments:

Communications Comments:

Alternate Recommendation:

Submitted by:



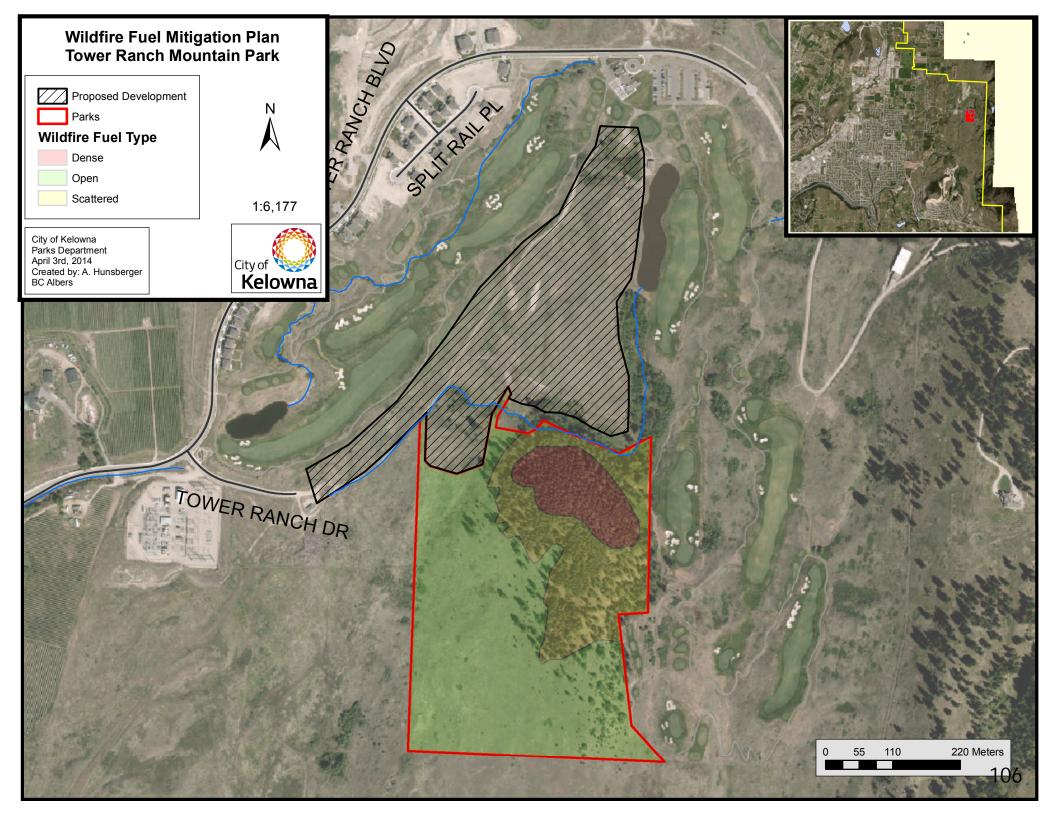
A. Hunsberger, RPF - Urban Forest Health Technician

Approved for inclusion: Joe Creron, Director, Civic Operations

Attachments:

Tower Ranch Mountain Park Map

cc: Ian Wilson, Park Services Manager



Report to Council



Date: 4/14/2014

File: 0155-30

To: City Manager

From: Community Engagement Consultant

Subject: Engage Policy

Recommendation:

THAT Council adopts Council Policy No. 372, Engage Policy as outlined in the Report from the Community Engagement Consultant dated April 14, 2014.

Purpose:

To consider a policy and program to engage the public in City-led initiatives.

Background:

The City of Kelowna recognizes that the decision-making process is improved by engaging citizens and other stakeholder when appropriate. The development of an engagement policy provides a foundation that ensures there is a consistent and effective approach to City-led public and stakeholder engagement throughout all divisions of the organization where Council is the decision maker.

The policy and supporting references achieve the following:

- a) Aligns with City Council priorities and the City's corporate focus of "Engaged Communities"
- b) Supports City Council's decision making by providing information on citizens' and stakeholders' opinions
- c) Ensures consistent and clear practices for involvement and/or information sharing
- d) Ensures an appropriate level of public engagement based on assessed community impact and benefit
- e) Identifies the parameters and resources for public engagement
- f) Ensures adherence to the Public Engagement Guiding Principles

The policy has been developed through a comprehensive process that mirrors best practices in engagement. Quantitative research was conducted of employees' experiences, knowledge, needs and recommendations regarding engagement activities. Stakeholder workshops were hosted and other research and opinions were sought from the broader community.

Activities were advertised through a mix of channels including newspaper, news releases, social media and "going where the people are" at three information sessions in various locations across the city.

Milestones at a Glance

Public Engagement Guiding Principles	January 2013
Endorsed by Council	
One-on-one internal interviews	January
Stakeholder workshop representing business,	February
youth, culture, social agencies, seniors and	
environment	
Invitation for online input extended to	February 22 - March 22
residents, academic institutions, community	
organizations and businesses	
Information tables at H2O, Family Y and	February 22, March 5, 8 & 9
Orchard Park	
Stakeholder workshop for internal staff	April 16
present initial outcomes	
Formal presentations to Senior Management,	November - present
Departments and works groups	

The community had an opportunity to identify challenges and opportunities through an online survey. Invitations were extended to Residents' Associations, business groups, academic institutions, non-profit organizations, students' unions, seniors' groups and other leaders in the community.

*Qualitative online survey results of the 588 participants

Top three benefits of public engagement:

- Kept informed about what's happening in Kelowna
- Have opportunities to share opinions and suggestions
- Can be more engaged in the community

Top three challenges of public engagement:

- Believe only well-organized groups or specific people, or special interest groups get heard and responded to
- Hear too late what's going on
- Don't know how or when to participate, influence or oppose

A focus group was held with external stakeholders representing a diverse cross section of the community providing insight into varying practices, barriers and opportunities to enhance engagement. The input and recommendations of participants align to the City's Public Engagement Guiding Principles.

The outcome of the session reinforced the City's objectives to continue to build capacity in the community by engaging diverse audiences, targeting communications through an array of channels and involving citizens early in the process to the maximum extent possible.

Level of Engagement

There are four key areas where citizens can contribute: policy, planning, project initiatives and service changes. Outcomes of public engagement are one of several inputs Council reviews when making decisions including technical, financial and environmental considerations.

Not all initiatives require full-scale public engagement. The purpose of the Engage Program is to determine the "level of community impact" which refers to the magnitude of change citizens may experience as a result of a project, issue, or change in policy or service and develop the appropriate approach to fit the need based on this assessment.

This analysis helps determine the most effective course of public engagement, defines areas where the public can help inform the outcome, identifies the appropriate level of expertise/resources to support the process and ensures there is adequate time for involvement if required. In identifying various levels of engagement, we rely on the International Association of Public Participation (IAP2) framework, an international standard, to determine techniques for sharing information or bringing people together. The level of engagement and goal is noted below:

INFORM - GOAL: To provide balanced and objective information in a timely manner. "We will keep you informed."

CONSULT - GOAL: To obtain feedback on analysis, issues, alternatives and decisions. "We will keep you informed, listen to and acknowledge concerns and preferences, and will provide feedback on how public input influenced the decision."

INVOLVE - GOAL: To work with the public to make sure concerns and aspirations are considered and understood. "We will work with you to ensure your concerns and aspirations inform the outcome to the maximum extent possible."

COLLABORATE - GOAL: To partner with the public in each aspect of the decision making. "We will look to you for advice and innovation and incorporate this in decisions as much as possible."

EMPOWER - GOAL: To place final decision making in the hands of the public. "We will implement what you decide."

In recent years, staff has delivered a number of public engagement initiatives utilizing the IAP2 framework such as the Our Rutland, Downtown Plan, Police Services Building, Bernard Avenue Revitalization, Lakeshore Road Bridge and the Pandosy Waterfront initiative.

Financial/Budgetary Considerations:

Prior to committing to any level of public engagement on an initiative, the procedures will be used by the City to determine the level of investment and human resources required to support the scope of engagement.

All engagement activities will occur within approved project plans. Project managers must secure resources, expertise in IAP2 practices or equivalent skills and/or and funding through annual work planning and budget processes. The Engage Program will be shared with consultants and developers to aid their efforts in proactive community engagement.

Ongoing formal and informal staff training will be required in key positions to ensure integrity of the public process is maintained and efficiencies are gained.

Summary

The policy will be supported by ongoing training and evaluation of the framework and processes on a bi-annual basis.

Internal Circulation:

Senior Leadership Team

Legal/Statutory Authority:

Legal/Statutory Procedural Requirements:

Existing Policy:

Public Engagement Guiding Principles
Code of Ethics Policy
Public Notification & Consultation for Development Applications
Public Input Policy
Sustainable Infrastructure Policy
Official Community Plan Policy
Social Media Strategy & Marketing Guidelines Manual
Visual Identity Guide
Media Relations Policy

Submitted by:

K. O'Rourke, Community	Engagement Consultant
Approved for inclusion:	

Attachments:

Appendix 1 - Online Survey Results

Appendix 2 - External Stakeholders Focus Group

Appendix 3 - Involvement Matters - Solution for Public Engagement

Appendix 4 - Advertising

Deputy City Manager cc:

Divisional Director, Communications & Information Services

Divisional Director, Infrastructure

Divisional Director, Community Planning & Real Estate
Divisional Director, Civic Operations
Divisional Director, Active Living & Culture

Divisional Director, Corporate & Protective Services

Divisional Director, Human Resources & Corporate Performance

Get Connected - Have Your Say!

1. Please indicate your level of past/current involvement

	Often	Once or twice	Never	Rating Count
City-wide policy (i.e.Official Community Plan; Downtown Plan; 20-Year Transportation Network & Servicing Plan.)	9.7% (57)	28.1% (165)	62.2% (366)	588
Development project in your neighbourhood (i.e. participation as a homeowner, developer, neighbourhood, business owner or other.)	13.3% (79)	35.3% (209)	51.4% (304)	592
Capital infrastructure design & construction of facilities, parks, roads, and pathways (i.e. Stuart Park; Rutland Transit Improvements; Rails with Trails; H2O; Parkinson Activity Centre.)	7.5% (44)	29.2% (171)	63.3% (371)	586
			answered question	596
			skipped question	8

2. Attend, listen to or view a Council Meeting?

	Response Percent	Response Count
Often	10.0%	58
Once or twice	44.2%	257
Never	45.8%	266
	answered question	581
	skipped question	23

3. Active on a City task force or advisory committee. Examples include: Accessibility Advisory Committee; Agricultural Advisory Committee; Airport Advisory Committee; Community Heritage Committee; Youth Advisory Committee.

	Response Percent	Response Count
Often	1.7%	10
Once or twice	7.1%	41
Never	91.2%	530
	answered question	581
	skipped question	23

4. Active on a community organization board or committee. (Check all that apply)

		Response Percent	Response Count
Neighbourhood/residents associations, strata council		17.4%	101
Business organizations, i.e. Chamber of Commerce, Downtown Kelowna Association, Uptown Rutland Business Association, Young Professionals Collective		10.2%	59
Parent Advisory Councils		9.3%	54
Community-based & charity non- profit organizations or church group, i.e. Rotary Club, Kinsmen, United Way		27.0%	157
Currently not involved		59.9%	348
	answ	ered question	581
	skip	ped question	23

5. What's working: In what ways do you think the City is successfully engaging the community in decision-making for Kelowna including planning and development review processes? Do you know of an example of an approach(es) the City has used or projects you feel demonstrated successful engagement?

	Response Count
	175
answered question	175
skipped question	429

6. What's not working:In what ways do you think the City is not successfully engaging the community in decision-making for Kelowna including planning and development review processes? How do you think these challenges impact community involvement?

Response
Count

187

answered question	187
skipped question	417

7. What do you feel are the benefits to public engagement activities in Kelowna? (Check all that apply)

	Response Percent	Response Count
I'm kept informed about what's happening in Kelowna	68.2%	240
I have opportunities to share my opinions and suggestions	62.8%	221
I have opportunities to influence or change ideas, approaches or plans	47.4%	167
I have opportunities to oppose projects or plans	49.1%	173
I can be more engaged in my community	61.4%	216
	Other	37
	answered question	352
	skipped question	252

8. What do you feel are the challenges to public engagement activities in Kelowna? (Check all that apply)

	Response Percent	Response Count
I hear too late what's going on	52.8%	186
I don't know 'when' and/or 'how' I can comment, participate, influence or oppose	41.8%	147
I don't believe I can influence or change ideas, approaches or plans	42.9%	151
I think only well-organized groups, or specific people, or special interest groups get heard and responded to	55.1%	194
I need different ways to share my input	29.5%	104
I don't hear how my input is used	34.1%	120
	Other	32
	answered question	352
	skipped question	252

9. Changes needed: What could the City do to improve its public engagement approaches?

Response	
Count	

198

198	answered question	
406	skipped question	

10. Your involvement: If you have rarely or never participated in public engagement processes with the City, why not—and, what would it take for you to get involved?

Response	
Count	

169

answered question	169
skipped question	435

11. Is there anything about you or groups you represent that the City doesn't understand or should know to improve the way it communicates?

Response
Count

128

n 128	answered question	
ո 476	skipped question	

12. How did you hear about this public involvement opportunity? (Check all that apply)

		Response Percent	Response Count
Word of Mouth		7.1%	22
Email		16.7%	52
City of Kelowna Website		12.2%	38
Facebook		5.8%	18
YouTube	0	0.6%	2
Twitter		2.6%	8
Castanet		64.7%	202
Other online media		3.5%	11
Capital News		11.2%	35
Daily Courier		4.8%	15
СНВС		8.7%	27
Shaw		1.3%	4
Radio		3.5%	11
Electronic Message Board		0.0%	0
Residents' Association		6.7%	21
Info table at H2O, Orchard Park, Rutland Family "Y"		4.8%	15
		Other (please specify)	18
		answered question	312
		skipped question	292

13. Tell us about yourself: Age

	Response Percent	Response Count
18-29	13.7%	43
30-39	16.9%	53
40-49	18.2%	57
50-59	24.5%	77
60-69	17.8%	56
70+	8.9%	28
	answered question	314
	skipped question	290

14. Gender

	Response Percent	Response Count
Male	45.2%	140
Female	54.8%	170
	answered question	310
	skipped question	294

15. What is your postal code? (Format example V1V-V1V)

	Response Percent	Response Count
Postal Code:	100.0%	322
	answered question	322
	skipped question	282

16. Anything else you'd like to share? Response Count 103 answered question 103 skipped question 501

120

Summary of Results

Note: each respondant may have provided multiple responses to a question

Question 1 - Successful Engagement Tactics Total Respondents	158	Successful Projects	
Online		Bernard / DT revitalization	14
Surveys	24	Glenmore	3
Website e-Scribe	7 2	H2O Bike Paths	3
In Public Open Houses Public Hearings	32 5	Greenway Central Green Stuart Park overpass New Seniors Center	2 2 2 2
Attending Community Association Meetings Media usage	4 10	Mantel Project Pleasant Redevelopment Greening the City Rutland Transit	1 1 1
Newspaper News media Social Media	6 2	Rutianu Transit	'
Other			
Notices posted / advertised Advisory Committees Mailed Surveys	2 2 1		
Not Engaging Sucessfully City doesn't engage City doesn't listen to feedback obtained	32 3		

Question 2 - Non Successful Engagement	
Tactics	
Total Respondents	172
Not Being Heard	
Not listening / doing the opposite of what is	
expressed / not asking for input / decision m	nade
already	27
Public not engaged on big decisions / more	
opportunities to voice opinion needed	19
Not enough notice / awareness	16
Developers/ business / wealthy heard over	
individual / low income	8
marriada / for moome	٥
Improve Process & Update Methods	
More online surveys	7
Use more internet, social media & more	,
advertising	20
Inconvenience of process - time/location ea	
Process flawed - surveys, alternative appro	
	3
Re-establish Advisory Committees	3
Establish overall plan with consistency & pu	ublish 7
Council / Staff	
Absence of transparency of plans / decision	ns /
clear communication	16
Not accessible, unfriendly, have own agend	la &
follow-up lacking	11
Decisions contradict plan	3
Misc	
Downtown revitalization - negative feedback	
Social Issues ignored	3

City of Kelowna Public Engagement Survey Open Ended Results Summary - February 22 - March 22, 2013

Question 3 - How can the City Improve	
Total Respondents	187
Better / More Use of	
Website & Email Social Media	28 11
Online Surveys	21
Media Advertising / Media sources	19
In the Public Council Attend Community Association meetings Open Houses/Town Hall/Public Forum	12 10
Hearing open to public Create focus groups / Community Advisory	2
boards	5
Timing & Approach Better hours of public info sessions Listen to opinion of people Results and plans transparent, easily accessible and honest	7 13 19
Advise public earlier	6
Not Sure / NA	8

Question 4 - What would it take to get you involved?	
Total Respondents	167
More advertising and notice of opportunities available	41
Better times and locations	18
Evidence that opinion given is listened too / not just city agenda	26
Voice of individuals heard - not just businesses	14
Greater online presence (giving and receiving info) - surveys, website, social media	17
Not time available / busy lives / too old	14
When personally affected by issue / addressed issues are frivelous	ç
Currently involved	16

City of Kelowna Public Engagement Survey Open Ended Results Summary - February 22 - March 22, 2013

Question 5 - Anything about you the city doesn't understand or should know about you to improve its communication?	
Total Respondents	120
More convenient - use social media, online	21
Listen to responses and act in line with them	15
Provide more info / sooner / before deciding Listen to and respresent individuals not	9
businesses/groups	6
Target info to those directly effected Council members more approachable,	3
reachable, out in public, & transparent	7
Consider all demographics - young, disabled	•
and lower income	6
Encourage and appreciate public involvement	2
More off-leash dog parks	3
No	23

Question 6 - Anything Else to Share	
Total Respondents	108
Better community Building activities Parks, outdoor spaces, encourage outdoor activities	6
More bike / walking trails	2
More off leash dog parks More and better sports facilities	1 2
Better communication	
Ask the people & listen to them Publish the survey results fully Better response from, communication by and	10 3
appearances of council members More information / sooner	6 1
More online opportunities and communication / increase use of social media	2
Specific Issues Roads / parking	6
environmentally friendly infrastructure Downtown revitalization improved	1 5
More RCMP	2
Drug and Gang cleanup Detail of budget plan published	2 1
KGH	2
Satisfied currently Nothing to share	17 10



Report:

Focus Group with External Stakeholders to inform City of Kelowna Engagement Framework Project

February 2013

kelowna.ca

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Executive Summary

This report details the outcomes of a Focus Group held by the City of Kelowna to inform its Engagement Framework project.

The City of Kelowna is a progressive municipality that interacts with the public in many ways and is accessible to its residents. One of the cornerstones in the Corporate Plan is to find successful ways to engage the public in decision-making and service delivery.

The purpose of the Kelowna Engagement Framework project is to build a framework to help guide the City of Kelowna in engaging the public in two-way communication in an open and transparent manner.

The framework is being developed over three phases including: research into public engagement best practices and various models of public engagement utilized by other municipalities and other levels of government; and citizen input to inform the project via an on-line survey, community outreach, interviews with key stakeholders, and—a Focus Group with key citizens, leaders, and stakeholders—to which this report refers. In the final phase a City of Kelowna Engagement Framework will be developed for Council consideration and a complementary toolkit for staff to enhance their understanding of the City of Kelowna's commitment to engagement, guiding principles that underpin policy and, - tools and resources to aid in effective engagement, including staff training.

The Focus Group participants were invited based on their identification as leaders in the community, representative of distinct groups/populations, and/or their past engagement experience or their potential as a future engagement participant.

The City of Kelowna provided context regarding the Engagement Framework project to the participants. The invitees then responded to key questions regarding: successful engagement practices, barriers to engagement, and best communication practices. They addressed the questions within small groups and then shared their insights and suggests back to the larger group. Discussion and interaction occurred.

The participants shared a good understanding of engagement and provided extensive insight and suggestion. Two key themes emerged of: Diversity - of people to be involved in engagement, and of the channels/tools to be utilized to solicit input; and Transparency & Timeliness - of engagement that includes clear indication of opportunities, how input would be, and is, used, and the desire for ongoing updates.

The input and recommendations of participants align to the City of Kelowna Public Engagement Guiding Principles. The Focus Group input will be combined with other information received during phase two and will help inform actions taken in phase three including development of policy and City tools and resources.

Report: Focus group with External Stakeholders to inform City of Kelowna Engagement Framework project February 2013

1. Background to the City of Kelowna Engagement Framework project

The City of Kelowna is a progressive municipality that interacts with the public in many ways and is accessible to its residents. One of the cornerstones in the Corporate Plan is to find successful ways to engage the public in decision-making and service delivery.

The purpose of the Kelowna Engagement Framework project is to build a framework to help guide the City of Kelowna in engaging the public in two-way communication in an open and transparent manner.

The framework is being developed over three phases:

Phase 1 - Research (July - September 2012)

During this phase, best practices and various models of public engagement utilized by other municipalities and other levels of government were explored and considered as to how they might inform the City of Kelowna's Engagement Framework.

Phase 2 - Input (October 2012 - April 2013)

During phase two, the project team is conducting key internal interviews with City of Kelowna management and staff, engaging with City Council, and inviting input from external stakeholders and Kelowna residents. The purpose of this phase is to gather insight regarding successful engagement approaches undertaken by the City of Kelowna to date, garner an understanding of past challenges in engagement and invite suggestions of preferred engagement "policies", approaches and timing/tactics/channels. A workshop for City Council was part of this phase at which Council approved engagement Guiding Principles. An on-line survey is available for Kelowna residents to share their input. The Focus Group that this document reports on is part of this phase.

Phase 3 - Implementation (Fall 2013)

During this phase the City of Kelowna's Engagement Framework will be developed for Council consideration and a complementary toolkit for staff to enhance their understanding of the City of Kelowna's commitment to engagement, guiding principles that underpin policy and, - tools and resources to aid in effective engagement, including staff training.

2. Focus Group with External Stakeholders

As a part of Phase 2 of the City of Kelowna Engagement Framework project - the stage to garner 'input' from diverse audiences to inform the project - a Focus group with identified external stakeholders was conducted.

⁴ Report: Focus group with External Stakeholders to inform City of Kelowna Engagement Framework project February 2013

In keeping with the City of Kelowna's **Guiding Principles**, including: *Accountability*, *Inclusiveness*, *Transparency*, *Early Involvement and Timely Communications*, the Focus Group was a demonstration of the commitment to activate the City of Kelowna's best practices during the process of development of a new policy and staff resources to subsequently enhance the effectiveness of the City of Kelowna's engagement practices.

The Focus Group was held on February 18, 2013 at the Bohemian Café, Bernard Avenue, Kelowna; 4:30 to 7:30 p.m. The Focus Group was facilitated by an external consultant. A City of Kelowna representative was present to: provide context and the background to the Engagement Framework project and its intended outcomes, to answer questions, provide clarification, and to take notes.

2.1 Participants

Invitations were extended to a diverse group of key stakeholders, business and community leaders, organizational representatives and residents of the City of Kelowna representing:

- Youth
- The Arts
- Business
- Construction
- First Nations
- Chamber of Commerce
- RCMP
- Seniors
- Diverse-Ability, Special Needs

Many invitees were individuals known to the City of Kelowna as predisposed to participating in engagement opportunities and/or representing groups who may have past engagement experience from other communities and/or might be interested in engagement and future participation. More than 40 invitations were extended; 19 individuals participated.

The Focus Group participants:

UDI member
Seniors Society member
Small business owners (2)
RCMP (Community Policing)
Westbank First Nations
Chamber of Commerce & DT Major Employer
UBC Okanagan Students (2)
Consulting firms (Engineering, Technology - 3)
Intercultral Society of CO
Braintrust Canada
Cool Arts Society
Accessibility & DT Plan, past participant

Report: Focus group with External Stakeholders to inform City of Kelowna Engagement Framework project February 2013

Festivals Kelowna
Central Okanagan Foundation
Former ED of Kelowna Museums

2.2 Focus Group structure and outcomes

2.2.1 Why participants chose to attend:

The Focus Group commenced with introductions of where participants were born, what group they represent, and why they chose to participate. Experience and expertise were brought from across Canada and Europe, with two local-born 'Kelowna-ites'.

When asked: "Why are you here? What is your interest?"

The responses were:

- I want everyone to have a voice
- My interest is youth really important to me
- Inclusiveness
- Spent my whole life in engagement management and communications
- I'm in the business of engagement
- Youth and youth entrepreneurship
- My interest is around the immigrant population being involved... and too, visitors (being engaged culturally in our city)
- My interest is around community engagement it's important to participate when invited... lots has changed
- I'm here because as an engineer I'm involved in a professional sense/way in engagement. I also have a young family so I am interested from that perspective too
- Partnering is my interest
- Neighbourhood empowerment/community wellness
- I'm always interested in technology's role in engagement
- Engagement of First Nations people is important to me
- I connect with creative communities with events where people come together
- From a political consideration of understanding why people make decisions
- I am committed to this community and wanted to come out to learn more
- I'm here because of the new facility beside Parkinson Rec (during its development) it meant lots of communication with the City... and it works well for the seniors of Kelowna (for me to be here)

Following the introductions a brief 'ice breaker' exercise allowed the group to connect with each other, start creative thinking and increase their energy level and willingness to participate/respond to the Focus group Questions to follow.

2.2.2 Definition of Engagement

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Initially, participants were invited to create a collaborative definition of "Engagement" with responses that included:

- Paying attention
- Getting involved
- Being connected
- The opportunity to do things/contribute
- Taking an interest
- Two-way communications
- Expectations and accountability on both sides

The group concurred that all of what they captured means: 'Engagement'.

To support participants' shared understanding of 'engagement', the City of Kelowna representative provided an overview of the various means of community involvement that the City undertakes:

Depending on the nature of the project, the City of Kelowna's public engagement includes various means of community involvement:

- We inform by making timely information, updates and news available through a variety of channels
- We consult with key experts, consultants, effected community members or groups and key stakeholders to bring multiple views and opinions into the process
- We involve the public, experts, and special interest groups in planning, analysis and decision-making opportunities
- We collaborate with multi-disciplinary teams, external advisors, community members and others to work together on solutions
- We empower others to be involved or to lead or contribute to projects or initiatives

2.2.3 Focus Group Questions

The format used in the Focus group structure was that a single question was posed to the whole group, and then in small groups of four or five people the question was discussed in depth. The combined answers from each small group were presented to the larger group, with an opportunity to question and contribute more ideas.

Question One: What engagement processes have worked well in the past?

	Responses
•	Focus groups
•	Going to where the people are most comfortable
•	Small groups facilitated
•	Most people need to be informed before they are involved
•	Open houses
•	Information/trade fair model (where people can visit several 'booths' of
	information/expertise)
•	Extended follow-up on social media

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- Interactive engagement on social media (open data)
- Politicians using social media (Twitter)
- Collaboration and innovative partnerships (for funding/grant processes)
- Downtown plan
 - Setting to allow enough time and follow-up (two-way accountability)
- Real time webinar (or live streaming of comments that come up)
- Sequential series of engagement during a process or project
- Online survey (can work well if they're short and targeted)
- Invitations (audience is broad-based and targeted)
- Feeding people or providing a reward to acknowledge their input
 - Target specific audiences first, if appropriate before you have a cross-section of people come together
 - You need to ensure hard copies of information also available
 - Use existing events
 - Sector of representation
 - When it's genuine/authentic
 - More of these and make them fun
 - Steering committees

Question Two: What are the barriers and/or challenges to effective engagement?

Responses
Too much information
Need clear language - no lingo
Hijackers (they take over)
What is not personally relevant becomes a barrier
 When the people are directly affected, and they don't engage
Lack of time to process
Is too compact (why bother)
If the process doesn't move forward
 When you/we stop trying to engage (there's no action)
 Be more honest about what the trade-offs are (disclosure) and rationale behind
the decision(s)
 Timing of process or if you don't have a tangible project
Relevance is a barrier
 Lack of flexibility in moving through the process
People without a voice

Question Three: How can the City of Kelowna effectively communicate to enhance engagement? What methods and strategies might enhance?

Report: Focus group with External Stakeholders to inform City of Kelowna Engagement Framework project February 2013

Responses

- Include different members of the community representatives from each of the areas
- Have key sector representatives to speak to the City liaison for the project; or citizen advisory panel or geographical area reps
- Being invited to workshop
- Lack of support from Council to follow OCP or other higher planning documents or maybe a requirement from Council to inform why a major decision isn't
 followed communicating the rationale for the decision. (Individual indicated it is
 unclear sometimes why something that appears to align with the OCP does not
 then receive Council approval)
- Keep your target audience in mind and be sensitive to your community members
 Face behind the project (have a City representative identified that will be the
 front/face of the project)
- School engagement have City representatives visit schools or Universities/Colleges - have a booth to share relevant information. There are so many outside of the area that come to visit, find out how they can be involved
- Inspire people (paint the image of what we're working for) i.e. showing the benefits -Speed engagement (like speed dating)
- Marketing acumen to catch the human eye marketing to targets
- Enhanced engagement so you have more opinions but will the City create tougher issues to tackle/ make it more cumbersome?
- How much engagement do you want remember every 3 years there is an election
- City needs to ensure there is adequate and ongoing communications on projects. For the Lakeshore Rd project there was only one update on status. Need to update throughout the life of project.

Question Four: What do you think the City doesn't understand?

Responses

- Diversity of its population
- Doesn't understand the demographic and the specific needs
- Seniors' needs (need) to be addressed quickly
- There is a disconnect with arts and social, addictions and mental health sectors issues are not dealt with effectively
- Barrier between the needs of the community and the role of the City
- New immigrants don't know how to get involved
- Kelowna is hard to break into
- How can the City include a voice from everyone
- City needs to educate themselves about other cultures, i.e. First Nations visit the reserve and speak to the Chiefs
- The City doesn't understand how important networks are
- Engagement i.e. UBCO
- There are networks in the private sector and social networks available and the City needs to leverage these relationships
- It can be contentious in social planning in Red Deer made a strong argument to

⁹ Report: Focus group with External Stakeholders to inform City of Kelowna Engagement Framework project February 2013

be a partner and collaborator in all sectors

- Market drives projects
- What the city doesn't always understand without the market being there (they need to understand the market conditions)
- Managing expectations
- Affordable housing that goes across all sectors. If there isn't affordable housing we lose our young people and also young professionals/families
- Working with entrepreneurs they have a hard time with finding affordable housing

2.2.4 Feedback on Focus Group experience

As the Focus group concluded, participants were asked to anonymously share one word that described their opinion/feeling about the Focus Group experience. Some participants shared more than one comment:

- Valued (2)
- Informative
- Rewarding
- Reassuring
- Got to meet cool people
- Optimistic
- Refreshing
- Satisfying
- Rosy
- Involved
- Hopeful
- Welcoming
- Listened to
- Impressed (very fun and opposite of expectations)
- Revealing
- Feel like we made a difference
- I feel... Valued
- Promising
- New friends
- Fun
- Networking
- Delicious
- Informed
- It revitalized a senior brain thx
- Relief (this is underway)
- No heated debates
- Honoured to participate
- Satisfied
- Worthwhile

Report: Focus group with External Stakeholders to inform City of Kelowna Engagement Framework project February 2013

3. Synthesis of outcomes

The Focus Group participants demonstrated an understanding and a collaborative concern that 'engagement' can and should enhance processes and outcomes - without limiting and slowing the process. Participants suggested they understood the value of their input and involvement yet did not want to get in the way of efficiencies. This was evident in the comments captured and listed above, including: "Hijackers (take over)" "Enhanced engagement - you have more opinions - will the City create tougher issues to tackle. Make it more cumbersome?"; "How much engagement do you want - remember every three years there is an election". These comments were the only ones that touched on 'fiscal sustainability' as a consideration of the effective use of resources when the City of Kelowna undertakes engagement activities.

The two most robust themes identified through participants' input were:

Diversity: Discussion highlighted the diversity of populations in Kelowna that must be considered in the 'engagement' mix. This included: immigrants, First Nations, seniors, youth and, special needs individuals, and distinct groups such as residents near specific projects, and associations, special interest groups etc.

Diversity was also raised through the discussion of how 'engagement' occurs - such as the channels and tools utilized by the City of Kelowna to solicit participation. The group cited many methods of engagement that they see as successful and spoke highly of the use of technology (social media) in the mix. However, others noted that a variety of means must be utilized to ensure those who do not, or rarely, use technological are reached and have alternate ways to provide input. Participants also noted that immigrants may have language barriers or be unfamiliar with 'engagement' as a concept. It was also suggested that distinct strategies to engage First Nations, seniors and youth be explored in alignment with their individual communication preferences/needs.

Transparency & Timeliness: Participants felt strongly that engagement activities need to occur at the right time, be well communicated, be clear on how input might be used and provide ongoing updates on the initiative, process or project's progression including how input was, in fact, used or not (and why). Within this theme was the suggestion that an identified City representative is identified as the 'face'/lead for each project that initiates engagement in the community. This was felt to provide a one source clear path for two-way communication to complement citizens' other input to engagement opportunities.

Alignment to City of Kelowna Public Engagement Guiding Principles

When comparing the outcomes from the Focus Group with the City of Kelowna's Public Engagement Guiding Principles, alignment is apparent. <u>View the Guiding Principles</u>.

The Guiding Principles include:

Report: Focus group with External Stakeholders to inform City of Kelowna Engagement Framework project February 2013

Accountability; Inclusiveness; Transparency: Fiscally Sustainable; Early Involvement; Timely communications; Clear and accessible information; and Suitable process.

4. Next Steps

The findings from this Focus Group including the insights and recommendations of participants will help inform the development of the City of Kelowna's Engagement Framework. This input will be combined with other information received during phase two including on-line survey responses; face-to-face conversations with community members including key stakeholder groups; and from information and insights gathered internally at the City of Kelowna.

Updates on the City of Kelowna's Engagement Framework project will be posted to the City of Kelowna website.



INVOLVEMENT MATTERS

Solutions for Public Engagement

YOUR GUIDE TO ENGAGEMENT
Map Your Route



ACKNOWLEDGMENTS

This Guide was developed by the City of Kelowna. The content was informed by City employees who are, or will be, conducting public engagement activities—and by external stakeholders, local leaders and community members.

It reflects best practices in public engagement and includes adapted content from similar methods utilized by other municipalities.

This Guide will help City of Kelowna staff to develop and implement appropriate, timely and effective public engagement strategies and tactics. It references resources, templates and checklists that are provided for information and/or customization. They are available within InSites.

Learn more: *International Association for Public Participation www.iap2.org

We acknowledge the following organizations and resources that helped inform this Guide:

Engage Framework and Tools, The City of Calgary
Involving Edmonton, A Public Involvement Initiative
The City of Edmonton

Port Moody Public Engagement Toolkit, The City of Port Moody International Association for Public Participation

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FROM THE MAYOR

Hello City of Kelowna employees,

As a municipality we deliver several hundred services and we need to ensure they're efficient and effective. Your City Council continues its commitment to proactive and pragmatic leadership, and continues to focus on key priorities:

- Grow our economy;
- Enhance citizen's quality of life;
- Ensure Kelowna's progress toward community goals through innovation; and
- Work with citizens, partners and applicants to move opportunities forward that create value for the community.

In support of these key focus areas we have committed to:

- Collaborate with applicants, investors and the community and work together towards solutions;
- New approaches in service delivery, financing and facility investment; and
- Leverage investment through strategic community, public and private sector partnerships.

With the recent adoption of the Public Engagement Guiding Principles and the new Engage Policy, Council is affirming our commitment to building a stronger community. We are passionate about community involvement and innovation and offer our continued support to City-led public engagement activities.

As we strive to reach our community goals together your continued support and stewardship of our great city is appreciated.

Thank you,

Walteray

FROM THE CITY MANAGER

As a City of Kelowna employee you, and the work you do, are critical to our success as we evolve to be a truly high performing customer-focused organization.

The ways we: inform, consult, involve, collaborate and empower our community members and stakeholders are critical in helping us achieve our vision.

Meaningful engagement helps strengthen our community. It ensures we work in harmony with residents and stakeholders to ensure Kelowna is efficient, clean, welcoming and sustainable. Engagement activities contribute to quality decision making and improved governance overall. And, when it is done well we ensure the most appropriate strategies and tactics are implemented with the efficient use of resources.

This Guide is for you. It has been developed through a comprehensive process that mirrors best practices in engagement. We explored City employees' experiences, knowledge, recommendations and needs regarding public engagement activities. We received input too from key stakeholders and community members.

Please use this Guide and the accompanying resources, checklists and templates to inform and assist your public engagement activities.

Ron Mattiussi

Fel Sam

City Manager



Public engagement (participation) means to reach out to those who are affected by an outcome in the decision-making process. It allows for informed decisions by providing participants with the information they need to be involved in a meaningful way and it communicates how their input affects the decision.

This Guide is designed to be used at the beginning of projects, policy development or reviews of services to ensure that the appropriate engagement method or range of methods is used. In addition, staff should also consider the relevant legislation of the City of Kelowna Engage Policy.

An effective public engagement process can provide decisionmakers with perspectives from different points of view, based on knowledge and experiences. It makes decisions richer and the solutions more sustainable, effective and easier to implement.

From the City's perspective, there are four key areas where community members and stakeholders can contribute: policy, planning, project initiatives and service changes. Public involvement is one of several inputs Council considers when making decisions that impact the community.

In effective public engagement, citizens feel comfortable sharing their ideas and opinions. It moves issues beyond vested interest by inviting a range of opinions. It is about giving a voice to people and balancing the voices of those who speak often and loudly with those who might have difficulty being heard or those less inclined to participate. We will better address the particular needs of distinct populations in our community and our commitments, practices and processes will be transparent.

The practice of public engagement spans a continuum of involvement levels and opportunities including: *inform*, *consult*, *involve*, *collaborate* and *empower*. The IAP2 Spectrum of Public Participation defines each of these, the promise they provide the public, and examples of techniques and tools that align to each. See page 13 in this Guide.



Refer to the City of Kelowna Public Engagement Guiding Principles.

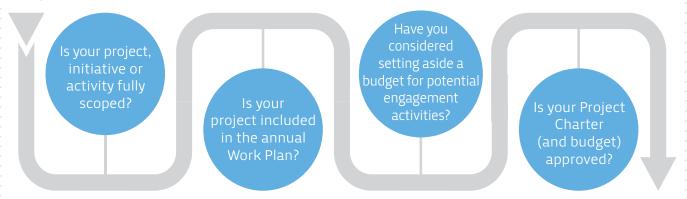
See page 31 of this guide.

HOW TO USE THIS GUIDE

This Guide is your tool to help determine, plan and implement effective, appropriate public engagement in support of City of Kelowna-led initiatives.

Go / No Go

Before using this Guide to plan your engagement activities, consider your Project Charter:



Preplanning

Before you use this Guide to help develop your Public Engagement Plan, consider these questions (which the following content will help you to answer):

What is the decision?

Are you clear on the situation, issue or project—and the end point (solution/outcome) you are trying to reach?

Who decides?

If the decision is already made – then you may be just informing the public or distinct groups or individuals. Will the City make the decision? Do others hold some influence over the final decision?

What promise are we making to those involved?

Are you clear about how much influence (if any) others will or can have in the decision-making process? Be accurate and clear in your communications and engagement activities regarding how others are invited to participate and/or contribute.

How will the input inform the final outcome?

Be clear and professional about how you communicate and as to how input from others will inform and/or influence the final decision.

What is achieved by involving the public in the decision?

Are you clear on the rationale for involving the public in the decision? Who should be involved and what do you, and they, hope to contribute and, to what end?

How much time do you have?

Understand and allot for adequate time to involve the public and/or stakeholders in your planning process.

INTRODUCTION

The City of Kelowna Engagement Guide was developed as part of the 2012-2013 Engagement Framework Project which assessed the City of Kelowna's engagement efforts and examined ways to improve how the city involves the public.

Over the course of developing the engagement framework and Guide, it became clear the City of Kelowna interacts with the public in multiple and various ways. Employees, community members and key stakeholders all shared their experiences, insights and needs with us. We explored best practices and considered how other municipalities strategically plan and implement robust engagement.

The resulting City of Kelowna Public Engagement Guide is not a one-size-fits-all solution. It provides a consistent and strategic approach to public engagement processes to help enhance our skill and ability to manage complex decision making and continuous change in the way we communicate and build relationships.

We know that timely, diverse engagement opportunities are required. We will increase the use of evolving technology to embrace new opportunities and immediate two-way interactions.

Keep in mind, it is unreasonable to assume every project or decision made by Council requires large scale engagement. There are other forums for public comment including Advisory Committees, Citizens Survey, Public Hearings of Council, and ultimately the ballot box.

If you do 'engage', consider how and why you will involve stakeholders. Effective engagement is about building trusting relationships that are founded on integrity and respect for both the public and the people inside the organization. In these processes:

- · Everyone's time and input is respected;
- People know what to expect, how to participate, and how their input will contribute to the outcome;
- Clear and forthright two-way communications is a cornerstone; and
- The discussion and recommendations reflect a full range of perspectives and are included with the overall project's technical and financial considerations

The practice of public engagement spans a continuum of involvement levels and opportunities including: inform, consult, involve, collaborate and empower. The IAP2 Spectrum of Public Participation defines each of these, the promise they provide the public, and examples of techniques and tools that align to each. See page 13 in this Guide.

This Guide is user-friendly and consists of a series of self-directed phases with accompanying resources, checklists and templates available on InSites and live links throughout this document.



In Fall 2013 a City of Kelowna engagement framework has been developed to ensure a consistent and strategic approach by all City staff for all public involvement processes. This Guide and the accompanying resources, checklists and templates are complemented by internal training and additional IAP2* education. *www.iap2.org

HOW THIS GUIDE WILL SUPPORT YOU

This road map outlines the strategic approach required for every project in which public engagement is a consideration. This Guide steers you through these essential phases, including how to develop your Public Engagement Plan.

Understanding the Overall Project or Issue

Defining the Purpose and Outcomes of Public Engagement

- > What is the decision?
- > Who decides?
- > What promise are we making to those involved?
- > How will the input inform the final outcome?
- > What is achieved by involving the public in the decision and do you have enough time?

YES

Public Engagement NO not required for this project or issue

The communications team is available to advise you as you explore the appropriateness of public engagement—and as you plan, and during implementation. We'll share our insights, suggestions and guide you to available resources.

Assess Level of Community Impact

Level One: High impact city wide

Level Two: High impact on select area and/

or defined group(s)

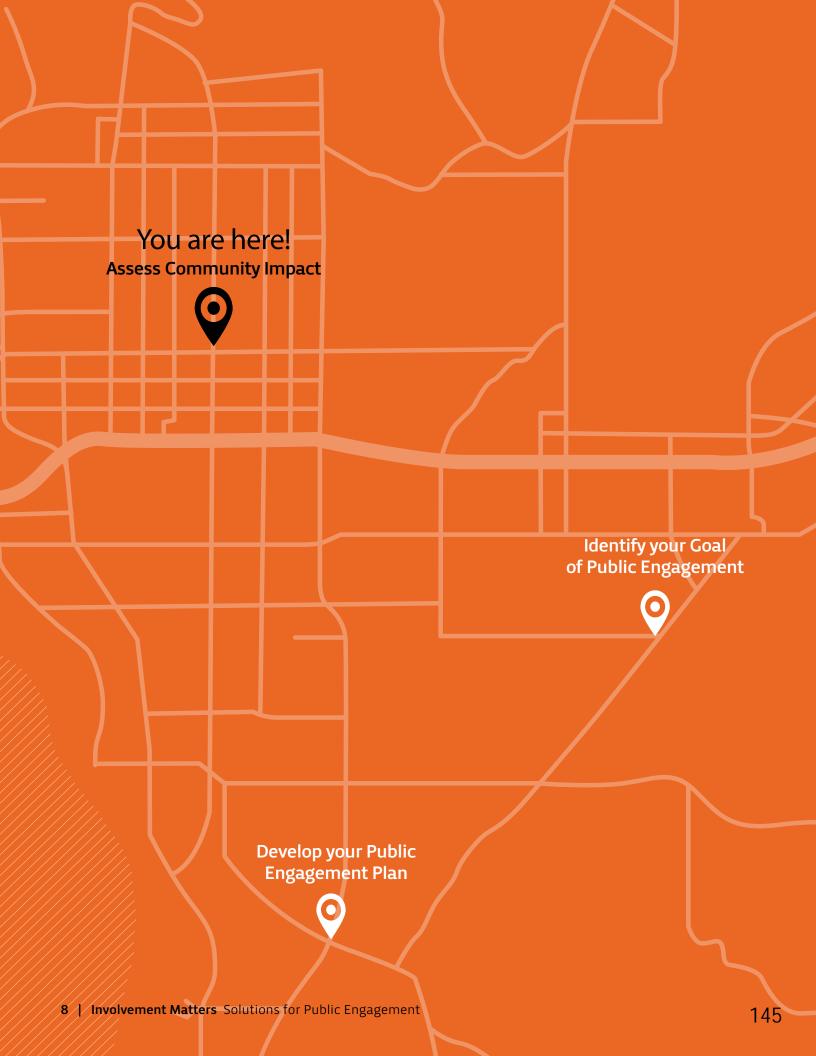
Level Three: Moderate impact city wide

Level Four: Moderate impact on neighbourhood/

business district/group



Use the Go/No Go checklist tool to help you determine if public engagement is appropriate for your project—and, if you're ready to plan for it.



PHASE 1 Assess Level of Community Impact

Overview of the Four Levels of Community Impact

The term 'level of community impact' refers to the effect of a current action or potential change in the community for which the City of Kelowna is at least partly responsible. By effect of an action, we mean the degree to which citizens would experience a change in quality of life due to changes in policy or service, a potential project and/or issue.

To determine the level of potential impact an issue and/or project may have—it is best to work with other appropriate staff or key informants (individuals with special knowledge) to identify community groups and stakeholders that are or would be affected by a decision. The following chart will also aid you as you consider the level of impact your initiative may pose.

Level One: High impact city wide

Level Two: High impact on select area and/or defined group(s)

Level Three: Moderate impact city wide

Level Four: Moderate impact on neighbourhood/business district/group

Each definition includes a set of criteria to use to help determine the level of potential impact. Each level of impact assumes that the project, issue, and/or policy in question will have some real or perceived impact on the community.

LEVEL 1

High impact city wide

Assessment Criteria:

- > High impact across Kelowna including significant changes to the natural environment or the general health and safety of all Kelowna residents
- > High degree of interest across Kelowna
- > Strong possibility of conflicting perspectives on the initiative or issues in question

Examples:

- > Council's Strategic Plan
- > Official Community Plan
- > Major zoning change proposals or change to land categorization, i.e. Secondary suites
- > Major service change, i.e. Utility restructuring
- > Major transportation Initiative, i.e. Central Okanagan Multi-modal Corridor
- > Referendum Process

LEVEL 2

High impact on select area and/or defined group(s)

Assessment Criteria:

- > High impact on a neighbourhood area, community group(s) or specific facility or service
- > Strong possibility of conflicting perspectives at the neighborhood level or among particular groups

Examples:

- > Downtown Plan
- > City Park Concept Plan
- > Relocation of seniors' centre
- > Replacement of arterial bridge
- > Downtown parkade expansion



As you consider the level of impact your project has—including which citizens groups are either potentially affected or may have an interest, opinion or information important to your project—you are starting to analyze your stakeholders.

A helpful guide on stakeholder analysis is detailed in Phase 3 as you develop your Public Engagement Plan. See page 23 in this Guide. Or, you may want to use the analysis tool now—as you consider who is potentially impacted, and to what extent.

FOUR LEVELS OF COMMUNITY IMPACT AND ASSESSMENT CRITERIA

LEVEL 3

Moderate impact city wide

Assessment Criteria:

- > Moderate impact across Kelowna
- Sufficient degree of interest across
 Kelowna to warrant public engagement
- Moderate possibility for conflicting perspectives

Examples:

- > Proposed improvements to a Kelownawide service, such as Landfill expansion
- > Proposed improvements to customer services, i.e. Property tax prepay authorization withdrawal (PAWS)
- Provision of a community wide event, i.e. opening ceremonies and celebration of Stuart Park

LEVEL 4

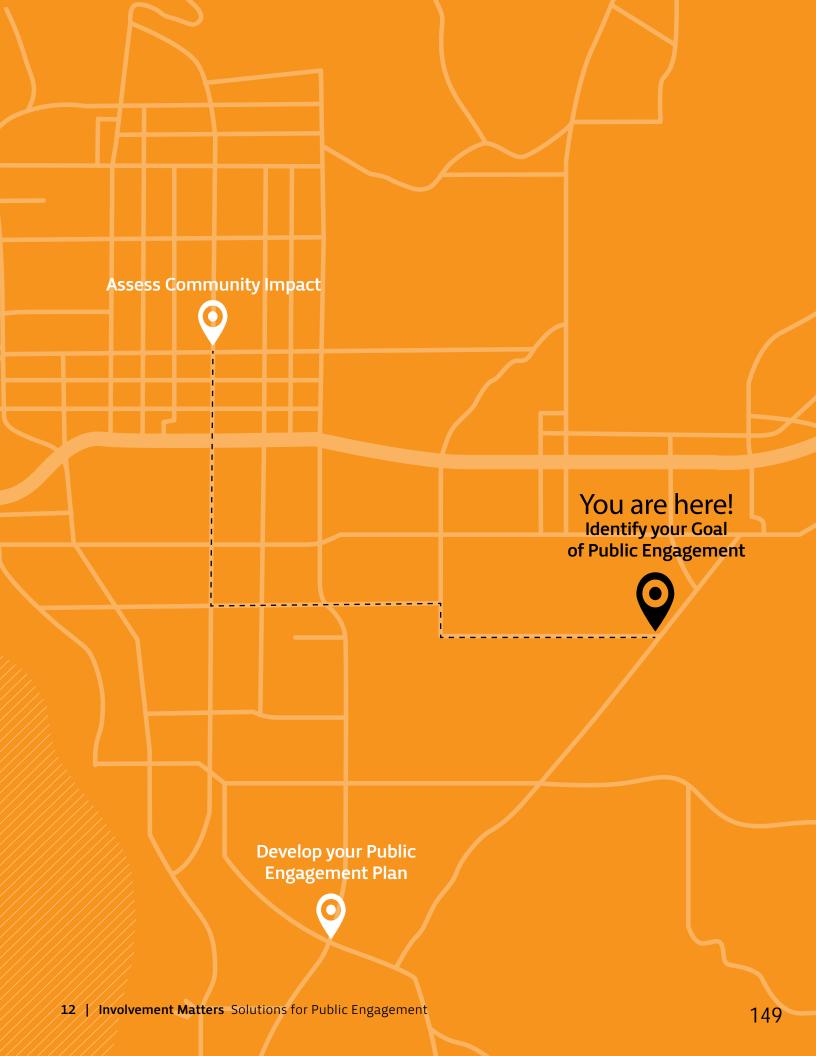
Moderate impact on neighbourhood/ business district/group

Assessment Criteria:

- Moderate impact on a neighborhood area, community group(s) or specific facility or service
- > Small change or improvement to a localized facility or service
- > Low or no risk of controversy or conflict at the local level

Examples:

- Construction of neighbourhood sidewalks begins
- > Paving occurring
- > Snow removal plan



PHASE 2 Identify Appropriate Goal of Public Engagement

IAP2 Spectrum of Public Participation

This graphic below demonstrates the increasing level of public impact and aligning public participation/engagement goals.

It shows how the promise to the public 'increases' as the level of public engagement and corresponding impact rises. The example techniques shared here indicate how the complexity and diversity of engagement tools and activities also change in response to the nature of the engagement.



INFORM

GOAL

To provide balanced and objective information in a timely manner.

PROMISE

"We will keep you informed."



CONSULT

GOAL

To obtain feedback on analysis, issues, alternatives and decisions.

PROMISE

"We will keep you informed, listen to and acknowledge concerns and preferences, and will provide feedback on how public input influenced the decision."



INVOLVE

GOAL

To work with the public to make sure concerns and aspirations are considered and understood.

PROMISE

"We will work with you to ensure your concerns and aspirations inform the outcome to the maximum extent possible."



COLLABORATE

GOAL

To partner with the public in each aspect of the decision making.

PROMISE

"We will look to you for advise and innovation and incorporate this in decisions as much as possible."



EMPOWER

GOAL

To place final decision making in the hands of the public.

PROMISE

"We will implement what you decide."

DEFINITIONS OF THE FIVE GOALS OF PUBLIC ENGAGEMENT

The goal(s) of your public engagement for your particular issue, development or change may span one or more of the following: inform, consult, involve, collaborate and empower.

Note: inform is a component of the entire continuum as you will always keep defined audiences updated on activities, progress and outcomes.

There are examples shared here of the types of techniques and tools typically utilized for each type of goal. Some tools are applicable across several goals; how you utilize them including with your key messages—may be different for specific engagement objectives.



There are case studies available to help you explore situations similar to your project, issue or policy change; consider the public engagement goal of each and the tactics that were utilized.



INFORM

To provide balanced and objective information in a timely manner

Our Promise: We will keep you informed.

Information sharing is a way to transfer relevant information from government to the public. The goal is to reach as many potentially concerned citizens with clear and understandable information as possible. This is the most common form of engagement for municipal governments.

Examples of common communication methods include: websites, e-bulletins, cable TV, radio, newspaper ads, newsletters, hotlines, etc. Communication is the thread that ties together all types of public engagement. It is not possible to consult with or involve the public in city-led activities or decision-making process unless they are first adequately informed. Information sharing is fundamentally important because it serves as the first point of contact for the public and enables members of the public to gain an understanding of the services and activities of a municipality. Information sharing is an activity that occurs repeatedly throughout the public engagement continuum.



CONSULT

To obtain feedback on analysis, issues, alternatives and decisions

Our Promise: We will keep you informed, listen to and acknowledge concerns and preferences, and will provide feedback on how public input influenced the decision.

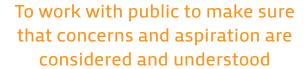
Consulting in the municipal context can be the reverse of information-sharing as characterized above because it attempts to increase awareness of the issues or preferences from citizens to the government. While consultative processes often include communicative / information-sharing aspects, they focus on bringing information from the public into the internal decision-making processes of the city. This specifically speaks to:

 Issues identification, testing of ideas or delivering an approved plan with consideration to minor changes.

Common consultation methods include: mail-in public comment, focus groups, surveys (telephone/online), resident's association meetings, site tours, open houses (introduction of a preferred plan or options) and stakeholder/group meetings.



INVOLVE



Our Promise: We will work with you to ensure your concerns and preferences inform the outcome to the maximum extent possible.

Involving community members in a more comprehensive manner allows for:

 The development of solutions that are well-informed and influenced by those who have an interest in or a stake in the outcome and have knowledge or expertise to share.

Common municipal methods to involve the public include: workshops, world café conversations, public hearings, one-on-one meetings, technical information contacts, expert panels, crowd sourcing and open houses (issues identification or defining values).



COLLABORATE

To partner with the public in each aspect of decision making

Our Promise: We will look to you for advice and innovation in formulating solutions and incorporate your recommendations in the decisions as much as possible.

Collaboration is a more intense active participation which is facilitated with a higher degree of resources and defined processes. Here the public participates in:

• The analysis of issues and contributes to the development of alternatives and directly influences recommendations, decisions and outcomes. The public can be random citizens, the stakeholders of a particular project or policy, experts and even members of government and private industry.

Collaborative methods used by municipalities include: workshops, expert panels, Citizen Advisory Committees, design charrettes, and/or task forces.



The key difference between *consult* and *involve* is that when local governments involve the public, input is directly reflected in outcomes developed by government.



EMPOWER

To place final decision making in the hands of the public.

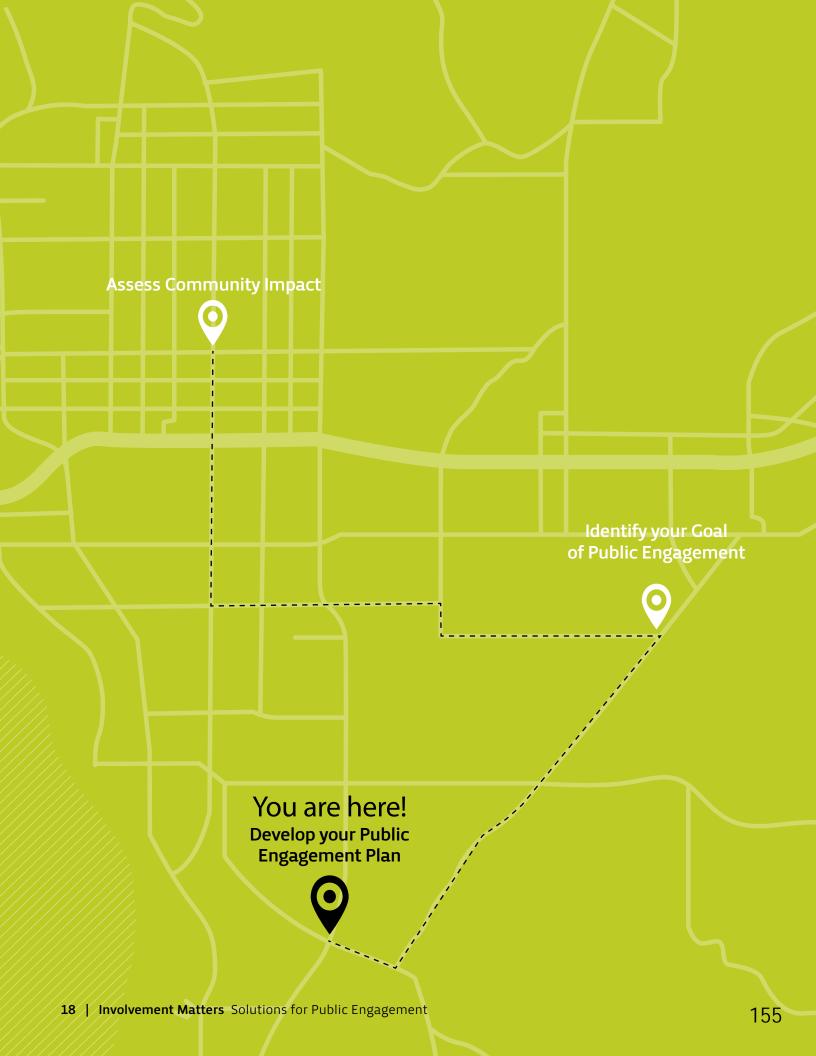
Our Promise: We will implement what you decide.

'Empowering' is infrequent to date for the City of Kelowna. In these situations the City empowers citizens to initiate and make final decisions. Citizens take ownership of the process and are accountable for the outcomes of the decisions, and the City accepts and implements decisions.

Citizens act independently and the City may provide technical and/or financial support. Empowerment methods used by municipalities include: a property-owner-led local improvement tax or a referendum during an election.



Confirming your distinct public engagement goal is influenced by: the level of impact on the community or defined citizens/ groups; understanding what you are trying to achieve; and knowing who has an interest or stake in the policy, project or issue—and/or decision making influence or power.



PHASE 3 Develop a Public Engagement Plan

It's time to develop your plan. A template is available and the following information will help you complete each section.

1. Define Project, Business & Public Engagement Goal

Identify the nature of the project, policy, customer service change or initiative and the City of Kelowna's goal in response. Define the Public Engagement goal based on the insights shared in Phase 2. Given the decision or outcome you are seeking to reach, confirm the nature of your Public Engagement to: *inform*, *consult*, *involve*, *collaborate* or *empower*. Remember that 'informing' is a component of the entire continuum as you will always keep defined audiences updated on activities, progress and outcomes.

FOR EXAMPLE:

Project Purpose: Initiate public engagement process for the City Park Concept Plan: A park pavilion with Tourism Kelowna including park amenities to be accommodated in the redevelopment plan.

Business Goal: This project supports the City of Kelowna Mission: "leading the development of a safe, vibrant and sustainable city". In addition, it supports the City's corporate focus which outlines:

- Pioneering leadership We find better ways to deliver services in our community
- Sustainable city We deliver on a multiple bottom line, balancing community priorities with resource realities to create a safe, vibrant and sustainable city



This content will help you to explore, scope, plan, implement and evaluate effective public engagement for your project, development, policy and/or issue.

Public Engagement Goal:

- Inform citizens of proposed changes, implications and timelines. Indicate opportunities for input to defined aspects of the project; maintain updates throughout the project
- Consult with identified stakeholders to confirm issues and seek approval of the guiding principles to help inform design
- Involve residents to share their opinions and desires to shape the long-term vision for the park and test acceptance of the more controversial recommendations coming from the plan

Identify risks and opportunities that may impact your goals. Risks or road blocks that you will try to mitigate through the Public Engagement Plan may be related to:

- People or circumstances that could negatively impact your project's progression to a solution/decision
- · Technical and financial considerations are a key part of communicating any initiative— and could impact the outcome if not properly managed
- Challenges in engaging the appropriate people/groups/ means at the right time in the manner you need (could include other City departments, external experts/ collaborators, key stakeholders, funding, legal or jurisdictional decisions)

Opportunities you can make use of may include:

- Ability to leverage other projects, people, experiences, City events
- · Access to additional resources, venues, and/or to external stakeholders' communication channels that could increase your reach to defined target audiences
- Organizations, technical experts, advocacy groups with similar goals and objectives that can help provide balance or alternate perspectives

Once you have detailed the risks and opportunities you perceive for your project, consider how you can address them in the objectives and tactics you will establish.



Use the risk assessment tool as you consider potential challenges or road blocks to effective engagement.

2. Set Public Engagement & Communication Objectives

As in any business planning function—to know you've been successful—the first task is to determine what you want to achieve through your engagement process. This will include objectives regarding the awareness, involvement or inputs you seek; who you want to include/have participate; and how you will execute your strategy and what you hope to achieve including levels (numbers) of participation, progress on a defined timeline and/or desired decisions or solutions.

FOR EXAMPLE:

Public Engagement Objectives:

- To have 70 per cent of area residents (482 total area residents, as defined by project boundaries) attend the open house and/or respond to the online survey (as determined by postal code)
- To have 60 per cent of open house survey or online survey participants indicate a preference for either option A or B (rather than C)
- To secure meeting/presentation opportunity with identified special interest group before end of month to help alleviate concerns regarding development positioning and access—and to move the group to 30 per cent 'understanding' or higher as determined by exit survey

Your Communications Objectives identify what you hope to achieve through the information-sharing that is part of your plan. There is always a cause and effect when we execute plans. Effective information sharing is critical to any public engagement process and it is basically a matter of strategic thinking and common sense. Decide whom you need to share information with, when it is best to share it, and what the key messages are. Keep in mind you will likely have internal audiences to communicate with too: leadership, other City departments, Council.



FOR EXAMPLE:

Communication Objective #1

ensure affected land or business owners are consulted and

adequately informed through the process of land acquisition or other impacts (adaptations/egress to property or business)

Effect: they view the City of Kelowna and the project favourably, as much as

can be expected

Communication Objective #2

Cause: ensure that community members and distinct groups,

neighbourhoods or others identified are provided opportunities

to be consulted (where required and appropriate) on

proposed developments

Effect: their feedback helps advance decision making of Council or

supports technical staff in order to confirm and move forward with

project construction

Communication Objective #3

Cause: ensure internal stakeholders and collaborators are provided

necessary updates, and milestone information

Effect: their technical involvement in the project and/or decision making is

supported/advanced

3. Assess and define Target Audiences / Stakeholders

The City of Kelowna develops policies and makes decisions that affect the lives of its stakeholders. Engaging stakeholders in these decisions helps strengthen the City's relationships with citizens. It is also an excellent way of adding information and viewpoints to the discussion. Stakeholders have the option for involvement in issues that affect their lives and the City has a responsibility to ensure stakeholders have the opportunity to be involved.

As you define target audiences and consider engaging stakeholders, ask yourself:

- · Has the decision already been made?
- Is there enough time for meaningful engagement?
- · Are we serious about using stakeholder input?
- Do we have the expertise and resources?
- Are we ready?

Remember, not every initiative, policy change or service change requires a major public engagement process. Assessing your stakeholders and identifying risks and level of influence will help determine a suitable process.

Consider how and why you will involve stakeholders. If you select to involve them, respect their time and ensure you give them the opportunity to provide meaningful input.

The benefits of engaging stakeholders in your engagement activity can include:

- Establishing good relations
- Reducing opposition and easing implementation
- Providing timely and accurate information
- Empowering stakeholders to help resolve a community problem
- · Listening and learning from stakeholders

From the City's perspective, there are four key areas where community members and stakeholders can contribute: Policy, Planning, Project and customer service initiatives.

Not all projects need to provide the complete spectrum of engagement opportunities or the same level of engagement. Decide what the issue is, what is the question to ask or what decision is sought; understand what factors exist that cannot be influenced by stakeholder involvement. Assess your potential target audiences and stakeholders. Consider their position, opinion and influence and how they can or may influence your project, and how they should be engaged. Here is an example of a tool to assist you. As you assess your stakeholders consider:

- Who they are/who they represent
- · Their current viewpoint and level of interest and influence
- · How they are impacted or affected
- The outreach strategy you will use and the level of engagement you want to achieve with each stakeholder/group

Stakeholder/ Group They Represent	Primary/ Secondary Audience	Impacted/ Affected	Viewpoints/ Position	Influence Level	Level of Engagement
Support user groups	Tennis Club	Medium	Interest in expanding courts	Low	Consult
Property owners	Adjacent residents	High	New pathway adjacent to properties are a concern	High	Involve

Plan to engage a balanced perspective (not just special interest groups) and find ways to reach out to and include the silent majority. Consider who should be 'at the table'.

A good rule of thumb is to anticipate that 20 per cent of your public(s) will be supportive of your project or plans; 20 per cent will be opposed and unlikely to change their beliefs or move to a place of support. You have 60 per cent of citizens or identified stakeholders who may have limited knowledge and/or are ambivalent toward your project or issue. Focus the majority of your efforts here.

Remember to reduce road blocks to participation through the variety of methods you utilize; and make open houses, working sessions and other events accessible.





The stakeholder assessment template will guide you. There is also a detailed stakeholder list that provides information for diverse groups within Kelowna.

4. Define Key Messages

It is important to define and capture your key messages to ensure you are accurate, consistent and clear.

Your key messages will include those that are 'foundational' to share factual, core information about your project; 'educational' messages to help your audiences understand more about the project and/or their ways to be involved/ share input; and 'promotional' messages to create excitement and garner interest and support.

Key messages must, where required, incorporate a clear call to action inviting and encouraging stakeholders or defined audiences to take certain actions such as: visit the website/get more information, attend an open house, respond to a survey, participate in a working group etc.

Key messages are always developed and refined to suit each specific tool as it is developed. However, they draw from, and build on, key messages that are already established and have been utilized to date. This may include City of Kelowna corporate key messages and/or messages that have already been shared with the public about your project to date.

Keep in mind; you will likely incorporate many of your key messages in your Council reports and project charters too.

FOR EXAMPLE:

Foundational key message:

 For a number of years the City of Kelowna has anticipated and planned for the revitalization of Bernard Avenue

Educational key message:

· Aging infrastructure along Bernard Avenue requires replacement in the next year

Promotional key messages:

- The \$14-million investment is one of the first projects to be realized from the City of Kelowna's Downtown Plan and will help rejuvenate downtown
- The improvements planned will generate more activity, attracting residents and visitors alike
- My Downtown "It's Happening" see it for yourself

5. Select Appropriate Public Engagement Methods

You have navigated the most challenging part of the process by confirming your Public Engagement goal, knowing your objectives, understanding your target audiences/stakeholders and defining your key messages.

Now, it is time to select the mix of Public Engagement methods you will use including the information sharing methods that support your plan.

Depending on your Public Engagement goal you may utilize one or more of the following:

- · Methods to share information
- Methods to compile and provide feedback
- Methods to bring people together

This chart shows methods and tactics based on the level of impact explored in Phase 1 on page 10 and captured in your decision making as you earlier defined your project, business and Public Engagement goals. The requirement of each method, relative to the level of impact of your project, is noted to ensure consistency. The communications team can help with the coordination of supporting materials and other specialized services. Cost estimates to help you prepare budgets are also available.



The IAP2 Public Participation Toolbox details techniques to share information, compile and provide feedback, and bring people together. It shares insights as to what can go right using each tool... and what can go wrong.

Check out the checklist for Open House planning.

Level of Impact	Level 1	Level 2	Level 3	Level 4
Methods to share information (one way communication)				
Printed materials fact sheet/FAQs				
brochures	E	SR	0	0
Web e-update and webpages	E	E	0	0
Letters to directly affected	Е	E	Е	Е
News releases	Е	E	SR	0
News conference	SR	SR	0	0
Methods to compile information (two-way communication)				
Mail-in comment forms	SR	SR	0	0
In-person survey	SR	SR	О	0
Online Engagement	E	SR	0	0
Telephone survey	SR	SR	0	0
Methods to bring people together (two-way communication)				
Open houses Issues ID				
Present preferred plan Delivering the plan	E	E	0	0
One-on-One meetings	Е	E	0	0
Focus Groups	SR	SR	0	0
Task Force	SR	SR	0	0
Citizen Panel	SR	SR	0	0

LEGEND E - Essential SR - Strongly Reommended O - Optional

6. Develop Action Plan, Timelines and Budget

You have arrived with a tangible guide to support your Public Engagement plan.

While not complete, here is an example of the level of detail you will want to capture to aid in the implementation of your Public Engagement Plan:

Tactics	Responsibility	Objective	Timeline	Budget					
Strategy 1. Issues Identification									
A. Meet with project team and identify stakeholders and issues	Joe, Project lead	Brainstorm potential stakeholders and define interest/issues and level of involvement goal	Jan 13	N/A					
B. Meet with Project Sponsor	Joe, Project lead	Review goals, objectives and next steps	Jan 14	TBD					
C. Build out engagement plan and consultants responsibilities.	Joe, Project lead	Review project goals and objectives with project team and receive sign-off by members	Feb 17						
Strategy 2. Stakeholder and community outreach strategy launch									
A. Arrange workshop logistics and invitee list	Joe and Louise	To involve affected stakeholders in a facilitated session to identify issues	Feb 14	\$2,000 (workshop)					
B. Information packagesBrochureBackgrounderFAQs	Jane/Darryl	Develop information packages for workshop participants and potential use at open house	Mar 11	\$500					
C. Identify staff availability and role for each presentation	Project Team	Presentations to workshop participants will be lead by Bill or Don. Documentation of meeting and outcomes will be lead by Pete	Mar 24						
D. Prepare update to key internal stakeholders and council	Joe, project lead	Draft memo and circulate for approval to update on the status of the project to keep them informed	Mar 11						
E. Introduce preliminary plan to community at open house	Jane/Darryl with consultant	Prepare display materials, e-Updates, ads, news release including FAQs and Exit Surveys	May 1	\$2,500					

7. Implement, Monitor, Feedback and Evaluate

Implement

Follow your action plan for implementation. Abide by deadlines as they often impact others supporting your project including: other City departments, special guests or contributors at events/workshops/charrettes; your communications advisors, internal web support group, graphic designers and/or printers. Establish tracking processes and consider ways to address unexpected and required adjustments to your timelines or tactics.

Monitor (adjust as required)

Monitor the effectiveness of your plan throughout the process. Be ready to adapt, change or add tactics and methods in response to initial experiences and feedback. For example, you may learn of additional groups that seek a level of involvement you have not planned for. Or, audiences that need to receive information in alternate formats, via different channels or languages.

Feedback (to those who have participated/contributed)

Keep in mind, credibility and trust is built upon closing the communications loop with the stakeholders and the public. This does not mean providing them with the formal report that was provided to decision-makers; but where appropriate, it does mean providing a synopsis of the findings and recommendations and the action that was decided upon by decision makers, with a rationale if required. Indicate how input influenced the decision. In your follow-up timeliness is important and including a synopsis of the process evaluation can also be helpful.

Evaluate

Plan and implement various methods to evaluate your public engagement strategy. Consider how well measurable objectives were achieved. Evaluation methods can include:

- Media monitoring to assess how many reports were accurate or inaccurate
- Ad hoc feedback capture from your target audiences and key stakeholders
- Results of outreach strategy were business and public engagement goals met?
- · Number of key participants at workshop
- Number of visitors to the project webpage
- · Number of respondents to an online survey and analysis of their comments

Evaluation is an important part of reporting out the summary of public engagement to Council and City Administration. It serves as a record and is useful particularly in multi-year initiatives.



An evaluation tool will help you consider what worked well and what could be done better next time. It can be a useful tool as you complete your reporting.

REFERENCE DOCUMENTS

Community Assessment Level
Guiding Principles

RESOURCES

Visit InSites to find valuable templates, case studies and much more to help you on your route to successful public engagement.



OUR GUIDING PRINCIPLES

In 2013 Council adopted Guiding Principles. These are the foundation for the City of Kelowna's public engagement activities. They confirm what the public can expect from the City—they help us to define the engagement approach and provide clarity around expectations.

With these principles at our core, individual City departments retain flexibility in the way they accomplish their work.

1. Accountability

City leaders and staff are accountable for ensuring meaningful public engagement.

Characteristics

- > Resources are applied appropriately to public engagement activities
- > Community members' time and resources are respected and used effectively
- > Public engagement processes are evaluated on a regular basis to foster ongoing learning and improvement
- > Evaluation methods are tailored to different audiences to ensure meaningful feedback from all parties involved in a process, including community members, stakeholder groups, staff and management

- > Best practices are identified and shared
- > Improved strategies and tools for outreach and decision making
- > Increased sense of trust in government from the community
- > Improved internal reporting

2. Inclusiveness

Public dialogue and decision-making processes, reach out to, and encourage participation of the community.

Characteristics

- > Effort to accommodate diverse needs, backgrounds, values and challenges
- Participation in the process reflects the diversity of the community affected by the outcome
- Culturally appropriate and effective strategies and techniques are used to involve diverse constituencies directly affected
- > City staff follow-up with under-engaged groups to see how the process worked for their community members
- Assessment is made to identify communities impacted by a program, project or policy. The active participation of these communities is identified early on, influence the process design and are re-affirmed throughout the process
- > Two-way channels to share information and provide opportunities for open and constructive dialogue
- Community members feel heard and feel that their input is valued and informs the process
- > Community members trust the process
- City staff engage in ongoing monitoring of relationships

- City policies, projects and programs respond to the full range of needs and priorities in the community
- > Trust and respect for government increases among community members
- City staff and members of more traditionallyengaged communities understand the value of including under-engaged communities
- Equity is increased by actively involving communities that historically have been excluded from decision-making processes
- > Members of under-engaged communities increase their participation in civic life
- > Process leaves neighbourhoods and communities stronger, better informed and increases their capacity to participate in the future; helps develop new leaders

3. Transparency

Public decision-making processes are accessible, honest and understandable.

Characteristics

- Public decision-making processes are accessible, open, honest and understandable and occur with enough lead time to participate effectively
- > Closes the loop—shows how input was used
- Refines the purpose of the engagement to effectively manage relationships and expectations

Outcomes/Benefits

- Community members have a better understanding and are able to participate effectively
- > Builds credibility and trust
- > Continues to build on cooperation and respect
- > Government understanding of community opinions and needs is enhanced

4. Fiscally Sustainable

Ensure methods and resources for public notice and engagement reflect the magnitude and complexity of the initiative.

Characteristics

- > Appropriate level of resources are used effectively and efficiently
- Helps manage expectations and prioritize corporate resources

Outcomes/Benefits

> Improved resource allocation will achieve engagement goals

5. Early Involvement

Helps identify issues and look at opportunities and challenges during concept development, design and implementation of city policies, projects and programs.

Characteristics

- > Community members are involved as early as possible
- Community members help define the problem/ issues to inform the final outcome of policies, projects and programs
- Community members help inform the process for outreach and decision making

- Better project scoping, more predictable processes and more realistic and pragmatic assessment of process time and resources needed
- > Early and broad community support for the policy, project or program
- > Identification of potential problem areas before they become an issue

6. Timely Communications

Ensure there is enough time within the engagement process to provide information to the community.

Characteristics

- > Ensure the community is informed and kept up to date
- Communications occur at appropriate defined stages
- > Communications includes two-way response

Outcomes/Benefits

Community trusts that the City will report out in a timely manner on issues that affect them

7. Clear and Accessible Information

Characteristics

Ensures the use of plain language in a wide variety of formats and channels of communication

Outcomes/Benefits

Community members can easily access information and understand the goals and objectives and their opportunities for involvement

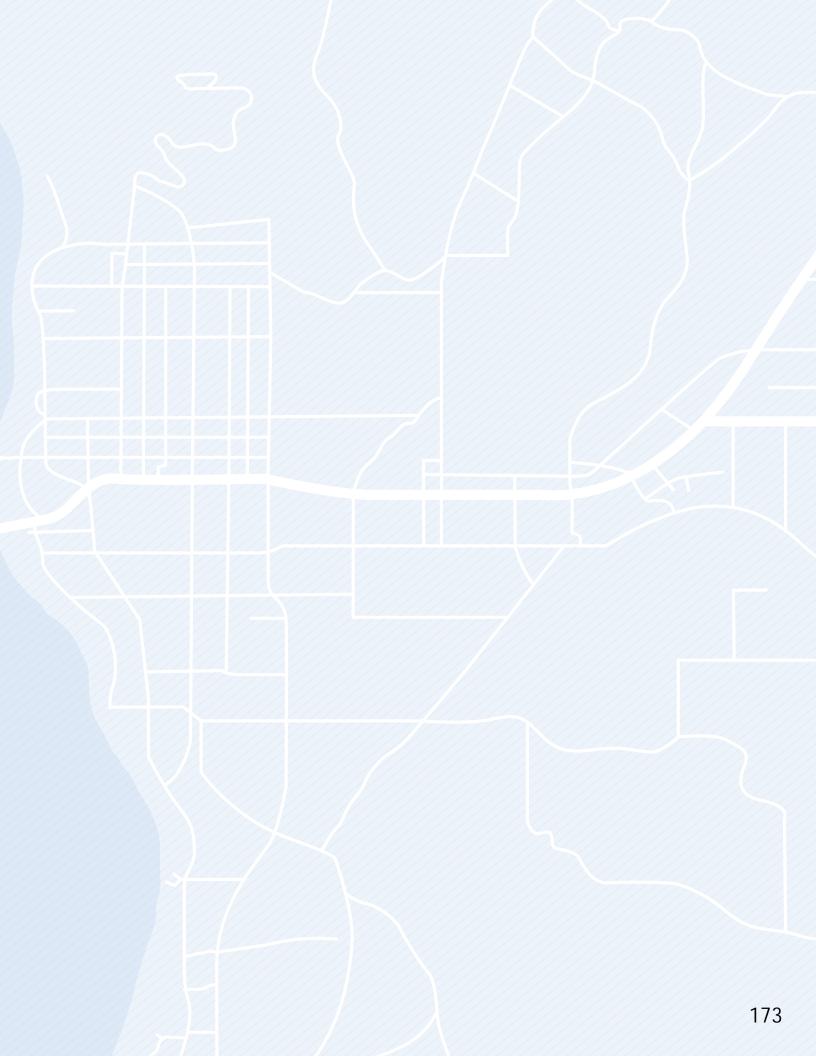
8. Suitable Process

Design and implementation of public engagement processes and techniques that reflect the magnitude and complexity of the initiative. Processes adapt to changing needs and issues as they move forward.

Characteristics

- Community members are allowed an opportunity to give meaningful input regarding what the community needs from government
- Process facilitators have the skills, experience and resources needed to be effective
- Careful planning of project timelines take into account the length of time for effective public engagement
- > Touch points in the process to periodically check in to see how it's working

- > Builds understanding around the purpose of the policy, project or program and why it's being done
- > Conflict is reduced as are challenges to the process
- > Communication is more efficient and effective
- > Outcomes are sustainable
- > Public confidence and trust built through good processes can carry on to future processes
- Clearly define purpose of engagement early on to manage expectations



News Release

FOR IMMEDIATE RELEASE February 20, 2013



Get connected and have your say

The City of Kelowna wants residents to help shape its public engagement practices around projects, policies and initiatives.

"We know that engaged communities are strong communities," says Mayor Walter Gray. "We're looking for ideas from residents on how we can make it easier for them to have their say in City-led initiatives."

Residents will have an opportunity to have their say on how the City should conduct public engagement activities by sharing their insights and ideas to help inform a policy and procedures to improve engagement practices.

Information tables will be hosted by staff in various locations across the city and residents are invited to stop by:

- -Friday, Feb. 22 from 9 a.m. to noon at H2O Adventure + Fitness Centre
- -Tuesday, Mar. 5 from 4 p.m. to 7 p.m. at the Family Y in Rutland
- -Orchard Park Mall on Friday, Mar. 8 from noon to 5 p.m. and Saturday, Mar. 9 from noon to 4 p.m.

Residents can also complete an online survey to express opinions. Visit kelowna.ca/getconnected to take the survey beginning Friday, Feb. 22. The survey closes on Friday, March 22. Hard copies of the survey will be available at City Hall for people without computer access. Survey respondents will be eligible to win one of three family day passes for the H2O Adventure + Fitness Centre or Parkinson Recreation Centre.

-30-

[Image 1] - "Scan this QR code with your smartphone to access the survey, or enter kelowna.ca/getconnected into the browser on your device."

Suggested tweet: How would you like to have input into shaping your community @CityofKelowna. Visit kelowna.ca/getconnected on your device to find out more.

For more information:

Kari O'Rourke Sr. Communications Consultant 250-469-8485 Tom Wilson Communications Supervisor 250-469-8663

@cityofkelowna

Communications 1435 Water Street Kelowna, BC V1Y 1J4 TEL 250 469-8663 **>** @cityofkelowna facebook.com/cityofkelowna kelowna.ca

City in Action

City Hall 1435 Water Street Kelowna, BC V1Y 1J4 250 469-8500 ask@kelowna.ca



COUNCIL HIGHLIGHTS OPEN HOUSE

National Energy Award

The City of Kelowna received a national award from the Federation of Canadian Municipalities, recognizing two plans the City developed to tackle greenhouse gas emissions. One plan outlines what the City of Kelowna as an organization will do and the other plan outlines broader community objectives.

Heritage Grants

Council directed staff to increase funding for the City of Kelowna Heritage Grants Program to \$35,000 from \$30,000 in the 2014 Budget.

UBCM Host Bid

Council directed staff to submit a bid to host the 2014 Union of B.C. Municipalities convention, which is attended by approximately 1,700 municipal staff and elected officials.

SILGA Resolutions

Council discussed and approved two resolutions for the Southern Interior Local Government Association. One expresses concern with proposed changes to beach water quality sampling procedures. A second resolution asks SILGA to encourage changes to the Provincial Motor Vehicle Act to provide police Officers with the legislative tools to enforce excessive noise laws for motorized vehicles.

kelowna.ca/council

Okanagan College transit exchange and KLO Road improvement project

The City and design consultant Stantec Consulting will be hosting a public consultation session at Okanagan College to gain feedback on design concepts.

Wednesday March 6, 2013, 5 - 7 p.m. Okanagan College (1000 KLO Rd, Kelowna) Centre for Learning Atrium

kelowna.ca/transit

PUBLIC NOTICES

Get Connected. Have your say.

Information tables will be hosted by staff in various locations across the city and residents are invited to stop by:

Fri., Feb. 22 - 9am to 12pm, H2O Adventure & Fitness Centre

Tue., Mar. 5 - 4pm to 7pm, Family Y in Rutland

Fri., Mar. 8, 12pm to 5pm & Sat., Mar. 9, 12pm to 4pm, Orchard Park Mall

Residents can also complete an online survey to express opinions. To go directly to the survey online scan the QR Code with your device. The survey closes on Friday, March 22. Hard copies of the survey will be available at City Hall for people without computer access. Survey respondents will be eligible to win one

of three family day passes for the H2O Adventure + Fitness Centre or Parkinson Recreation Centre.



INFO: 250 469-8485 kelowna.ca/getconnected

Amending Development Application Procedures Bylaw No. 10540

Notice is hereby given, in accordance with Section 124(3) of the Community Charter, that Kelowna City Council intends on amending Development Application Procedures Bylaw No. 10540 and adopting a new Council Policy No. 367, "Public Notification & Consultation for Development Applications".

The proposed amendments to the Development Application Procedures Bylaw and the new Council Policy No.367 specifically seeks to:

- expand the role of Public Information Sessions for major development applications;
- require the placement of Project Boards for major development applications on subject properties:
- formalize the requirement for neighbour consultation;
- remove all references to the Advisory

Planning Commission;

- change the maximum timeframe for development application extensions from six (6) months to twelve (12) months;
- clarify the criteria for amendments to issued Development Permits that can be approved by the Director of Land Use Management; and
- clarify the intent of the requirement that all Development Permits adjacent to residential development be considered by Council.

The proposed amendments found in Bylaw No. 10654 being Amendment No. 1 Development Applications Procedures Bylaw No. 10540, the new Council Policy No.367, and the corresponding staff report can be viewed at the Office of the City Clerk, 3rd Floor, City Hall, 1435 Water Street, Kelowna or at kelowna.ca.

INFO: 250 469-8645 kelowna.ca/council

Get Connected

Have your say!

Why? Because engaged communities are strong communities.

Get connected. Have your say.

Public Engagement Initiative

Feburary - March 2013



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Provide your input to improve the way we engage and communicate with you.

What does the City need to know to improve its engagement practices for City-led:

- Projects
- Policies
- Programs





178

Help shape how the City interacts with you.

Scan the QR Code below to complete the survey and enter to win family recreation passes.









Visit kelowna.ca/getconnected to learn more.

Get connected. Have your say.
Public Engagement Initiative





City of Kelowna 1435 Water Street Kelowna, BC V1Y 1J4 250 469-8500 kelowna.ca

Council Policy

Engage Policy
April 14, 2014

Contact Department: Communications

Policy Statement

The City of Kelowna's Engage Policy is guided by the Public Engagement Guiding Principles, IAP2 (International Association of Public Participation) Framework and Standards of Practice when engaging the community on Cityled projects, policies, or initiatives to ensure there is a consistent and effective approach to public and stakeholder engagement.

Purpose

Public engagement means to inform and/or involve those affected or interested in a decision. It leads to sustainable decisions by providing participants with the information they need to be involved in a meaningful way, early in the process and describes how citizen input affects the decision.

The City recognizes that the decision-making process is improved by engaging citizens and other stakeholder groups when appropriate. Public engagement will apply to four areas where Council has responsibility for the final decision making which include: project, policy or planning initiatives; customer service changes; volunteer participation; and community and neighbourhood development/programming.

The Engage Policy supports Council's decision making, balancing a range of key considerations including: technical feasibility, financial viability, environmental viability and socially acceptable.

The Engage Policy achieves the following:

- Aligns with City Council priorities and the City's corporate focus of "Engaged Communities"
- Supports City Council's decision making by providing information on citizens' and stakeholders' opinions
- Ensures consistent and clear practices for involvement and/or information sharing
- Ensures an appropriate level of engagement based on assessed community impact and benefit
- Identifies the parameters and resources for public engagement
- Ensures adherence to the Public Engagement Guiding Principles

Objective

The City will use various techniques and channels to encourage information sharing and dialogue based on eight public engagement guiding principles. These principles outline what the public can expect from the City.

- Accountability: City leaders and staff are accountable for ensuring meaningful public engagement.
- Inclusiveness: Public dialogue and decision making processes, reach out to, and encourage participation of the community.
- Transparency: Public decision-making processes are accessible, honest and understandable.
- Fiscally sustainable: Ensure methods and resources for public notice and engagement reflect the magnitude and complexity of the initiative.
- Early involvement: Helps identify issues and look at opportunities and challenges during concept development, design and implementation of city policies, projects and initiatives.
- Timely communications: Ensure there is enough time within the engagement process to provide information to the community.

- Clear and accessible information: Ensures the use of plain language in a wide variety of formats and channels of communication.
- Suitable process: Design and implementation of public engagement processes and techniques that reflect the magnitude and complexity of the initiative. Processes adapt to changing needs and issues as they move forward.

Process

The strategies and methods that will be used to involve and inform those affected by a decision are based on the IAP2 Spectrum of Participation, an international standard. The City of Kelowna Engagement Guide and templates will support staff in delivering quality engagement practices in the community as outlined in three phases:

Phase 1 - Assessing Community Impact

The term 'level of community impact' refers to the magnitude of change citizens may experience as a result of a project/issue or change in policy or service.

The assessment criteria has four levels of impact which range from:

- Level 1 High impact city wide
- Level 2 High impact on select area and/or defined groups
- Level 3 Moderate impact city wide
- Level 4 Moderate impact on select area and/or defined groups

Phase 2 - Identifying and Achieving Goal of Public Engagement, IAP2 Spectrum of Inform, Consult, Involve, Collaborate and Empower.

This phase outlines the commitment(s) made to citizens and stakeholders and examples of techniques and tools that align to each goal.

INFORM – GOAL: To provide balanced and objective information in a timely manner. "We will keep you informed."

CONSULT - GOAL: To obtain feedback on analysis, issues, alternatives and decisions. "We will keep you informed, listen to and acknowledge concerns and preferences, and will provide feedback on how public input influenced the decision."

INVOLVE – GOAL: To work with the public to make sure concerns and aspirations are considered and understood. "We will work with you to ensure your concerns and aspirations inform the outcome to the maximum extent possible."

COLLABORATE - GOAL: To partner with the public in each aspect of the decision making. "We will look to you for advise and innovation and incorporate this in decisions as much as possible."

EMPOWER - GOAL: To place final decision making in the hands of the public. "We will implement what you decide."

Phase 3 - Developing the Public Engagement Plan

Effective preparation and implementation of a public engagement process can provide City of Kelowna with perspectives from different points of view, based on knowledge and experiences and at the same time the ability to manage expectations by defining areas where the public can inform the outcome on an initiative.

This phase will help in the achievement of the engagement goals outlined in Phase 2 and set the expectation for projects in which public engagement is a consideration.

Implementation of the process makes decisions richer and the solutions more sustainable, effective and easier to implement.

Resource Allocation

Prior to committing to any level of public engagement on a project or initiative, the procedures will be used by the City to determine the level of investment and human resources required to support the appropriate level of engagement effectively and efficiently.

CITY OF KELOWNA	COUNCIL POLICY NO. 372	Page 3 of 3
All engagement activities will occur within expertise in IAP2 practices and funding th	n approved project plans. Project managers must secure resource trough annual work planning and budget processes.	es,
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		183

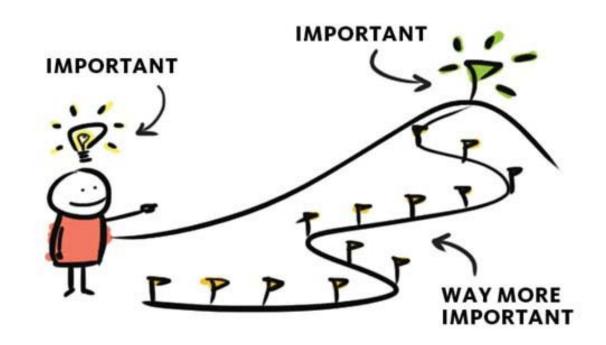


ENGAGE POLICY





PURPOSE



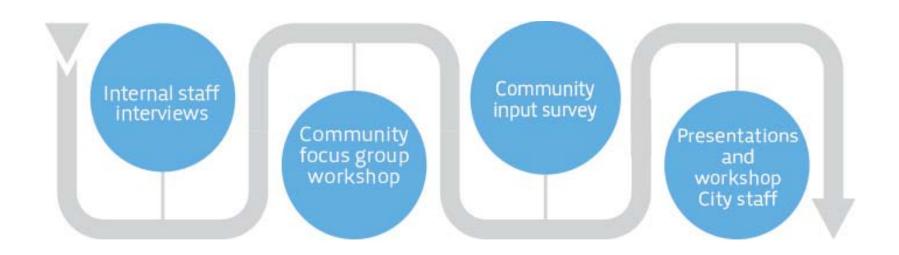


WHAT DOES IT ACHIEVE?





HOW DID WE GET HERE





COMMUNITY INPUT OUTCOMES



^{*}Qualitative results based on 588 responses

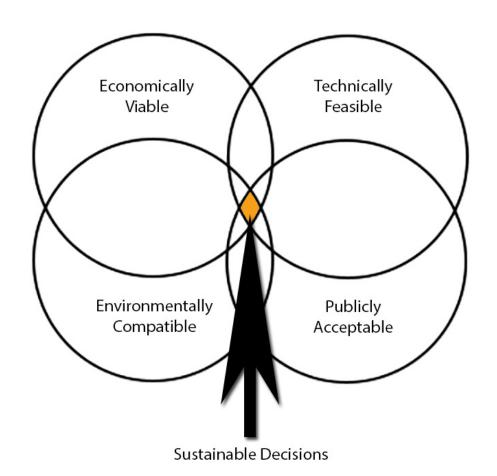


SMART MOVES

- Improved development of external communications
 - Development Permit Approval Processes
 - Signage
 - Notification
 - Policy
 - getinvolved.kelowna.ca (pilot)
 - ▶ Flexible, accessible



POLICY & RESOURCES



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PROCESS









SUCCESSES



Report to Council

Date: 4/9/2014

File: 2380-20

To: City Manager

From: R. Forbes, Manager, Property Management

Subject: Mobile Food Concession Bid Awards

Report Prepared by: T. Abrahamson, Property Office



THAT Council approve the City entering into a three (3) year License of Occupation, with two (2) one (1) year options to renew with Tacofino and Service Stars F&B Services, to provide mobile concession services at City Park Cold Sands Beach (Site A) on Abbott Street, in the form attached to the Report of the Manager, Property Management, dated April 9, 2014;

Kelowr

AND THAT the Mayor and City Clerk be authorized to execute all documents associated with the License of Occupations.

Purpose:

To obtain Council endorsement to award mobile food concession contracts to operate concessions at City Park.

Background:

In 2012, Property Management staff worked with the Infrastructure Planning staff during the design of the City Park Washroom and plaza. The plaza was designed with additional reinforced concrete to accept the weight of three full sized food trucks. Additionally underground servicing was provided to allow for three electrical kiosk outlets. These were installed to service the food trucks and thus avoid the use of generators.

In 2013, Council approved a mobile food truck concession to Vietnam Village. This was to replace an existing food truck which was at a different location in City Park. The 2013 bid documents clearly identified that two more mobile food concession vendors would be awarded in 2014.

February, 2014, staff offered bid packages for two additional mobile food vendors at City Park washroom plaza location. The opportunity was advertised on the City's website, the e-Subscribe email service, City Facebook page, City Twitter feed, advertising in the local newspaper as well as through the Vancouver and Calgary Food Truck Associations. An

optional information meeting was held for all with closing dates for the sealed bids of 3:00pm, March 26, 2014. Bids were then evaluated independently by a staff selection committee which led to the recommendations above.

Bids were evaluated on the following criteria: (1) relevant experience, qualifications and successes (2) proposed food items and proposed prices (3) overall proposal for operating a high quality, service oriented venture and (4) total value to the City.

Tacofino and Service Stars F&B Services were the successful bidders for the food vending opportunity. This now creates a food vending "pod" and will provide locals and visitors the opportunity to try a variety of crafted street food in beautiful City Park.

Tacofino originated in Tofino and has expanded to the food truck scene in Vancouver and currently operates three food trucks. As the name suggests, Tacofino will be offering a variety of tacos including: Tuna Ta-Tako, Baja-style Fish Taco, Grilled Free Range Lemongrass Chicken Taco, Grilled Flank Steak Taco, Burritos, Tortilla Soup, Gringas, Freshies, Liquados, Chocolate-Diablo Cookies and local seasonal fruit specials.

Service Stars F&B Services will be operating the Wafelicious Food Trailer. The Wafelicious food trailer has been in Kelowna for three years in various locations including Stuart Park through the winter. It will now be offering a summer menu in City Park that includes: Liege Wafel with optional Farm Gate Fruit Compote, Valley Apple Pie, Caramel & Banana Split or Stawberries & Cream. In addition you will be able to taste a Wafel Bratwurst, Grilled Cheese Wafel, Chicken Schnitzel Wafel as well as Hot Dogs, fries, chili, a variety of fresh fruit as well as various cold treats.

Internal Circulation

Director, Financial Services

Financial/Budgetary Considerations:

Tacofino

\$3,750 per year for years one - three.

Service Stars Wafelicious

\$1,500 for year one, \$1,700 for year two and \$1,900 for year three.

Considerations not applicable to this report:

Legal/Statutory Authority:

Legal/Statutory Procedural Requirements:

Existing Policy:

Personnel Implications:

External Agency/Public Comments:

Communications Comments:

Alternate Recommendation:

In light of the above, the Property Management branch of the Real Estate Services department request Council's support of these contracts.

Submitted by: Ron Forbes, Manager, Property Management

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

Attachments:

- Schedule A City Park Location
 Schedule B License of Occupation Tacofino
- 3. Schedule C License of Occupation Service Star Wafelicious

K. Grayston, Director, Financial Services cc:

Site A - City Park



Schedule B

LICENSE OF OCCUPATION City Park (Cold Sands Beach) Mobile Food Concession Service Contract - 2014

BETWEEN:

CITY OF KELOWNA

1435 Water Street Kelowna, British Columbia V1Y 1J4

(the "City")

OF THE FIRST PART

AND:

TACOFINO CANTINA

#202-539 Sutherland Avenue Kelowna, British Columbia V1Y 5X3

(the "Contractor")

OF THE SECOND PART

WHEREAS the City desires to appoint the services of the Contractor to provide Mobile Food Concession services (the "Services") at Cold Sands Beach in City Park, in the area shown on Appendix D attached.

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

Services

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

Appendices

The following attached Appendices are a part of this Agreement:

Appendix A - Insurance Requirements

Appendix B - Scope of Services

Appendix C - Fees - Schedule

Appendix D - Premise

Appendix E - Tacofino Cantina - Concession Bid (Cold Sands Beach)

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

AGREEMENT TERMS AND CONDITIONS

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

- "Agreement" means the executed agreement between the City and the successful Contractor on the terms and conditions set out in this document;
- "Agreement Administrator" refers to the individual appointed by the Manager, Property Management to administer this Agreement on behalf of the City, and any participating members and other authorized purchasers;
- "City's Representative" means the Manager, Property Management or his designate;
- **"Department"** means the Real Estate & Building Services department of the City of Kelowna
- "Department Representative" means the Manager, Property Management, who shall represent all City Departments for the purposes of this Agreement, or, such other person who may subsequently be appointed in writing by the Department Representative and notified to the Contractor;
- "Event of Default" references Article 6.1(c);
- "Force Majeure" shall mean failures which occur for reasons beyond the reasonable control of the non-performing party, which include acts of God, acts of any governmental authority, strikes, blacklisting, embargo, and lockouts or other industrial disturbances not related to that Party, acts of the public enemy, wars, blockades, insurrections, explosions, rebellions, revolutions, riots, epidemics, landslides, lightning, earthquakes, storms, subsidence, floods, fires, high waters, washouts, orders or acts of civil or military authorities, or civil disturbances, but it shall not include: any inability to fulfill its financial obligations or financial difficulty or condition, insolvency, or any court protection from creditors or any other occurrence similar to those recited, which is beyond the reasonable control of the non-performing party;
- "G.S.T." means any Goods & Services Tax payable in connection with the goods and services pursuant to the Excise Tax Act of Canada and shall also include any sales, value added or like taxes as well as any capital tax adopted by any lawful authority as may be amended from time to time;
- "Term" means the term as specified in Section 5.0;
- "Schedule" means a schedule to this agreement;

2.0 interpretations

(a) "Authorized", "directed", "required", "requested", "approved", "ordered", "sanctioned", and "satisfactory" shall, unless some other meaning is obvious from the context, respectively mean authorized,

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

3.0 Representations of Contractor

- 3.1 The Contractor covenants, represents and warrants to the City that:
 - (a) Contractor is a duly organized, validly existing and legally entitled to carry on business in British Columbia and is in good standing with respect to filings of annual reports according to the records of the Registrar of Companies of British Columbia;
 - (b) Contractor has the power and capacity to enter into this Agreement and to comply with every term and condition of this Agreement;

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

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

4.0 General Obligations of Contractor

4.1 Contractor shall:

(a) offer Mobile Concession services, as set out in the Scope of Services attached as Schedule "B";

- (b) perform and contract in its own name and for its sole account for all things necessary or desirable for the proper and efficient provision of Mobile Concession services during the term;
- (c) use its best endeavours to provide the services to the City in a timely manner and in accordance with the terms of the Contract;
- (d) ensure that all its employees engaged in this contract are suitably qualified and experienced, and act to the best of their skills and ability and in accordance with accepted Mobile Concession standards for persons having those qualifications and experience;
- (e) follow all instructions of the City's Manager, Property Management in respect of the performance by Contractor of its obligations under this contract and as set out in the Mobile Food Vending Concession Bid Package submitted by Tacofino Cantina dated March 25, 2014, and attached as Appendix "E" and cooperate fully with the various departments and act in good faith towards the City;
- (f) maintain clear communication lines with staff in order to offer the best customer service;
- (g) comply with all laws; and
- (h) only use the facilities provided by the City for the purposes of this Contract.

5.0 Term

5.1 Initial Term

The initial term of the "Agreement" shall be for a three (3) year period, subject to specific termination rights in this document and subject to a first option to extend the Agreement at the sole and exclusive discretion of the Manager, Property Management.

5.2 Renewal Term

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

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

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

6.0 Termination - City

- 6.1 This Agreement will terminate:
 - (a) at the expiration of the initial term, unless extended by mutual agreement; or
 - (b) If at any time there occurs an Event of Default (defined below), the City may give written notice ("Notice of Complaint") to Contractor specifying in reasonable detail the Event of Default. If Contractor shall fail to perform or observe any covenant, condition or agreement to be performed or observed herein and such Event of Default continues unremedied for a period of seven (7) days after receiving the Notice of Complaint thereof from the City, then the City may, at its option, terminate this Agreement forthwith without prejudice to any other rights it may have in law or equity. If this Agreement is terminated by the City, Contractor shall be entitled to an immediate pro-rata refund of all unearned monies paid in advance to the City, as determined by mutual agreement.
 - (c) For the purposes hereof, "Event of Default" shall mean any one or more of the following:
 - (i) if Contractor fails to observe, perform and keep each and every one of the covenants, agreements, provisions, stipulations and conditions to be observed, performed and kept by Contractor in this Agreement, or any agreement entered into pursuant to any such agreements;
 - (ii) if Contractor is adjudged bankrupt, makes a general assignment for the benefit of creditors, or a receiver is appointed on account of its insolvency;
 - (iii) if Contractor has made an assignment of the Agreement without the required consent of the City; and
 - (iv) if Contractor fails to provide Mobile Concession services as required under the terms of this Agreement.
 - (d) The City may conduct inspections, audits, and assessments of Contractor's performance to verify that all duties, financial records, responsibilities and obligations of Contractor are being performed in accordance with the provisions of this Agreement and to the quality standards set out in this Agreement.

7.0 Dispute Resolution Procedures

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

(a) <u>Negotiation</u>

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

(b) Mediation

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

8.0 Compensation to the City

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

9.0 Independent Contractor

- 9.1 Nothing in this Agreement shall be construed as to constitute a partnership between the City and Contractor. The duties to be performed and the obligations assumed by Contractor under this Agreement shall be performed and assumed by it as an independent Contractor and not an agent or in any other way a representative of the City. In no circumstances shall Contractor have any authority to represent or contract on behalf of or otherwise bind the City.
- 9.2 Contractor is and shall at all times during the performance of this Agreement be an independent Contractor, and at no time shall Contractor be considered an agent, servant, or partner of the City; and all persons employed by Contractor to perform its obligations under the Agreement shall be its employees or servants and not the employees, servant, or agents of the City.

9.3 Employees

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

10.0 Liaison

- 10.1 Each party shall maintain liaison with the other party in accordance with their respective obligations under this Agreement. In particular:
 - Contractor shall appoint a representative ("Contractor's Representative")
 who shall have the duty of instituting and maintaining liaison with the City
 as to the requirements of this Agreement, plus an alternative
 representative to so act in the absence or inability to act of Contractor's
 Representative; and
 - The City shall appoint a representative ("City's Representative") who shall have the duty of instituting and maintaining liaison with Contractor as to the requirements of this Agreement, plus an alternative representative to so act in the absence or inability to act of the City's Representative.
- 10.2 Each party's representative shall have the full power and authority to act on behalf of and to bind such party in all administrative issues and to carry out such party's obligations hereunder and each party's representative may be relied upon by the other party as the official representative of such party. Meetings between the Contractor Representative and the City's Representative may be held by telephone with the consent of all parties participating in such meetings. Each party may change their respective representative or alternative representative by written notice to the other.

11.0 Governing Law

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

- to be bound by any judgment thereof and not to seek, and hereby waives, any review of its merits by the courts of any jurisdiction.
- 11.2 Notwithstanding any provisions herein, the Contractor(s) shall in the performance of the contract comply with provisions of The Employment Standards Act and Regulations of British Columbia and City of Kelowna Policies and By-laws and Parks, Recreation and Cultural Services Policies and By-laws and any amendment thereto and without limiting the generality of the foregoing, the Contractor(s) shall pay all of the Contractor(s) employees as required by the Act and the regulations then in force.

12.0 Waiver - City

- 12.1 Any failure of the City at any time or from time to time, to enforce or require the strict keeping and performance of any of the terms or conditions of this Agreement, shall not constitute a waiver of such terms or conditions and shall not affect or impair any terms or conditions in any way or the right of the City at any time to avail itself of such remedies as it may have for any breach of such terms or conditions.
- 12.2 No action or want of action on the part of the City at any time to exercise any rights or remedies conferred upon it under the Agreement shall be deemed to be a waiver on the part of the City of any of its said rights or remedies.

13.0 Waiver - Contractor

- 13.1 Any failure of the Contractor at any time or from time to time, to enforce or require the strict keeping and performance of any of the terms or conditions of this Agreement, shall not constitute a waiver of such terms or conditions and shall not affect or impair any terms or conditions in any way or the right of the Contractor at any time to avail itself of such remedies as it may have for any breach of such terms or conditions.
- 13.2 No action or want of action on the part of the Contractor at any time to exercise any rights or remedies conferred upon it under the Agreement shall be deemed to be a waiver on the part of the Contractor of any of its said rights or remedies.

14.0 Subcontractors

- 14.1 Contractor shall not subcontract the whole of the work nor shall any part of the work be subcontracted without the prior written consent of the City's Representative, which consent may not be arbitrarily withheld in the City Representative's sole discretion.
- 14.2 The subcontracting of any of its duties, obligations or responsibilities of Contractor under this Agreement shall not relieve it of the responsibility for the proper commencement, execution or completion of the duties, obligations

or responsibilities as set out herein and Contractor shall be fully responsible for the acts, omissions and debts of its subcontractors.

15.0 Amendments

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

16.0 Survival of Covenants

All obligations of each of the parties which expressly or by their nature survive termination or expiration or assignment of this Agreement including, without limitation, the indemnities in section 20.0 shall continue in full force and effect subsequent to and not-withstanding such termination or expiration or assignment and until they are satisfied or by their nature expire.

17.0 Confidentiality of Information

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

18.0 Non Assignability

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

19.0 Joint and Several

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

20.0 Force Majeure

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

subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule, (where provided).

21.0 Insurance & Indemnity

21.1 Indemnity Save Harmless

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

21.2 Insurance

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

21.3 Compliance with Statutes, By-laws & Regulations

The Contractor shall in the performance of the Agreement, comply with all applicable City By-laws, and all amendments thereto and The Consumer Protection Act, R.S.B.C. 1996, c.69, and any other applicable acts or regulations.

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

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

22.0 Occupational Health and Safety

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

- subcontractors, employees, personnel, servants and others engaged in the performance of this Contract.
- 22.2 The Contractor and its workers, subcontractors, employees, personnel, servants and others engaged in the Services shall conform to all current occupational health and safety laws, by-laws, or regulations of the Province of British Columbia including any regulations requiring installation or adoption of safety devices or appliances. The City may, on twenty-four (24) hours written notice to the Contractor, suspend the Services hereunder immediately as a result of failure to install such devices or because the conditions of immediate danger exist that would be likely to result in injury to any person. Such suspension will continue until the default or failure is corrected.
- 22.3 Without limiting the generality of any other indemnities granted by the Contractor herein, the Contractor shall indemnify and save harmless the City against any loss or expense or penalty suffered or incurred by the City by reason of failure of the Contractor, its agents or employees, or any subcontractors of the Contractor, its agents or employees to comply or ensure compliance with the health and safety laws, by-laws and regulations mentioned above.

23.0 WorkSafe BC Coverage

- 23.1 The Contractor agrees that it shall, at its own expense, procure and carry or cause to be procured and carried and paid for full WorkSafe BC coverage for itself and all workers, subcontractors, employees, personnel, servants and others engaged in or upon any Services. The Contractor agrees that the City has the unfettered right to set off the amount of the unpaid premiums and assessments for such WorkSafe BC coverage against any monies owing by the City to the Contractor. The City shall have the right to withhold payment under this Contract until the WorkSafe BC premiums, assessments or penalties in respect of the Services done or Services performed in fulfilling this Contract have been paid in full.
- 23.2 The Contractor shall provide the City with the Contractor's WorkSafe BC registration number and a letter from the WorkSafe BC confirming that the Contractor is registered in good standing with the WorkSafe BC and that all assessments have been paid to the date thereof prior to the City having any obligations to pay monies under this Contract.
- 23.3 The Contractor shall indemnify and hold harmless the City from all manner of claims, demands, costs, losses, penalties and proceedings arising out of or in any way related to unpaid WorkSafe BC assessments owing from any person or corporation engaged in the performance of this Contract or arising out of or in any way related to the failure to observe safety rules, regulations and practices of WorkSafe BC, including penalties levied by WorkSafe BC.

24.0 Conflict of Interest

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

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

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

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

25.0 Non-liability of City Officials

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

26.0 Protection and Security

- a) Acknowledgment of Proprietary Materials/Limitations on Use. Contractor acknowledges that the records are unpublished work for purposes of copyright law and embodies valuable confidential and secret information of the City. The Contractor will treat such information so received in confidence and will not use, copy, disclose, nor permit any of its personnel to use, copy, or disclose the same for any purpose that is not specifically authorized under the Agreement. Notwithstanding the above, nothing herein shall prevent the Contractor from utilizing same or similar information, if it is independently provided by a third party or independently developed in-house.
- b) Property Rights. Each party acknowledges and agrees that the other party's products and all other material related thereto constitute valuable trade secrets of the party furnishing the products or materials, or proprietary and

confidential information of such party, and title thereto remains in such party. All applicable copyrights, trade secrets, patents and other intellectual and property rights in the products and related material are and remain in the party furnishing such products. All other aspects of the products and related material, including without limitation, technologies, procedures, programs, methods of processing, specific design and structure of individual programs and their interaction.

27.0 Business Licence

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

28.0 Contractor Performance Review

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

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

29.0 Business Review & Planning

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

30.0 Enurement

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

31.0 Service of Notices

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

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To the City

(City Representative)

Attention: Ron Forbes

Manager, Property Management

City of Kelowna

1435 Water Street, Kelowna, British Columbia V1Y 1J4
Telephone: 250-469-8669 Fax No.: 250-862-3349

E-mail: rforbes@kelowna.ca

(Contractor Representative)

Attention: Ryan Spong Tacofino Cantina Ltd.

2327 East Hastings Street, Vancouver, British Columbia V5L 1V6

Cell: 604-761-7291

Email: ryanspong@mainstreetadvisors.ca

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

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

TACOFINO CANTINA LTD. by its authorized signatory:
Signature
CITY OF KELOWNA by its authorized signatories:

Date Executed:

Appendix A - Insurance Requirements

1. Contractor To Provide

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

2. Insurance

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

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

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

3. The City Named As Additional Insured

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

4. Contractor's Subcontractors

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

5. Certificates of Insurance

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

6. Other Insurance

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

7. Additional Insurance

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

8. Insurance Companies

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

9. Failure to Provide

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

10. Non-payment of Losses

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

APPENDIX A-1



CERTIFICATE OF INSURANCE

City staff to complete prior to circulation

Kelowna		City Dept.: Dept. Contact: _ Project/Contrac	t/Event:	Sette prior to directoris.	
Insured Name: Address: Broker Name: Address: Location and nature of operation a	nd/or contract reference	to which this C	ertificate appl	les:	
Type of Insurance	Company & Policy	Policy Effective	Dates Expiry	Limits of Liability/Amounts	
Section 1 Comprehensive General Liability including: Products/Completed Operations; Blanket Contractual; Contractor's Protective; Personal Injury; Contingent Employer's Liability; Broad Form Property Damage; Non-Owned Automobile; Cross Liability Clause. Section 2 Automobile Liability	Number			Bodily Injury and Property Damage \$ 2.000,000 Inclusive \$ Aggregate \$ Deductible Bodily Injury and Property Damage \$ 2,000,000 Inclusive	
It is understood and agreed that the 1. Any Deductible or Reimbur sole responsibility of the li 2. The City of Kelowna is nan 3. 30 days prior written notice Print Name	rsement Clause contained nsured named above. ned as an Additional Insur	d in the policy s	hall not apply	to the City of Kelowna and shall be the	
Signature of Authorized Signatory Date					

APPENDIX B - SCOPE OF SERVICES

General Scope of Services of the Contractor

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

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

- 1. The City will provide the concession pad serviced with power only.
- 2. The vehicle must be fully self-contained and not exceed 24 feet in length.
- **3.** A total of three (3) mobile food concession vehicles will be operating.
- 4. The Contractor is to supply the mobile food concession service for a three (3) year period with the option of extending for an additional two (2) one (1) year terms at the sole discretion of the City:
 - a) the extension, if offered, will retain all of the terms and conditions
 - of the original contract or subsequent extension;
 - b) such extension will be negotiated at the sole option of the City on
 - the basis of the rental rate not being less than the rent bid for 2014.
- Day weekend where a minimum daily operation must be from 10:00 am through 8:00 pm, weather permitting. The minimum hours of operation outside the core operating period (from the first weekend in May up to the last weekend in June, and the first weekend after Labour Day through the last weekend of September) will be at the Contractor's discretion, but no less than 12:00 noon to 4:00 pm, 7 days per week, weather permitting.
- The Contractor will remove the vehicle / trailer from the site each day. The City will not provide additional parking for the Contractor's vehicle if the Contractor tows a concession trailer. The Contractor will coordinate with the other two (2) concession operators for a smooth daily transition in and out of the concession area. No Contractor may block access or egress to and from the concession site.
- 7. The Contractor will pay for all permits, taxes and licences.
- 8. The Contractor shall comply with all regulations regarding fire, traffic, safety and sanitation and shall acquire all necessary permits.

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

Appendix B-1

Healthy Food Choices - Check mark system

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

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

- Within the category of beverages, at least 50% of product choices will be from the Choose Most and Choose Sometimes categories. And up to 50% of product choices may be from the Choose Lease or Not Recommended categories.
- Within the category of foods, at least 70% of product choices will be from the Choose Most and Choose Sometimes categories, with no more than 35% of product coming from the Choose Sometimes category. And up to 30% of product choices may be from the Choose Least or Not Recommended categories, with no more than 15% from the Not Recommended category.

APPENDIX C - FEE SCHEDULE

Initial Term - 2014 to 2016

2014

The contractor acknowledges and agrees to pay to the City of Kelowna the total sum of \$3,750.00 for May 15th to September 15, 2014 plus GST. Payment will be on or before as follows:

		Total Instalment
June 15, 2014 (for May)	\$3,750 +5% (tax) \$187.50	= \$3,937.50
July 15, 2014 (for June)	\$3,750 +5% (tax) \$187.50	= \$3,937.50
August 15, 2014 (for July)	\$3,750 +5% (tax) \$187.50	= \$3,937.50
September 15, 2014 (for August)	\$3,750 +5% (tax) \$187.50	= \$3,937.50
October 15, 2014 (for Sept)	\$3,750 +5% (tax) \$187.50	= \$3,937.50

2015

The contractor acknowledges and agrees to pay to the City of Kelowna the total sum of \$3,750.00 for May 15th to September 15, 2015 plus GST. Payment will be on or before as follows:

	0
June 15, 2015 (for May) \$3,750 +5% (tax) \$187.50 = \$3,937.5	U
July 15, 2015 (for June) \$3,750 +5% (tax) \$187.50 = \$3,937.5	0
August 15, 2015 (for July) \$3,750 +5% (tax) \$187.50 = \$3,937.5	0
September 15, 2015 (for August) \$3,750 +5% (tax) \$187.50 = \$3,937.5	0
October 15, 2015 (for Sept) \$3,750 +5% (tax) \$187.50 = \$3,937.5	0

2016

The contractor acknowledges and agrees to pay to the City of Kelowna the total sum of \$3,750.00 for May 15th to September 15, 2016 plus GST. Payment will be on or before as follows:

June 15, 2016 (for May)	\$3,750 +5% (tax) \$187.50	Total Instalment = \$3,937.50
July 15, 2016 (for June)	\$3,750 +5% (tax) \$187.50	= \$3,937.50
August 15, 2016 (for July)	\$3,750 +5% (tax) \$187.50	= \$3,937.50
September 15, 2016 (for August)	\$3,750 +5% (tax) \$187.50	= \$3,937.50
October 15, 2016 (for Sept)	\$3,750 +5% (tax) \$187.50	= \$3,937.50

APPENDIX D - PREMISE



Appendix E - Mobile Food Vending Concession Bid
Tacofino Cantina (March 25, 2014)

Tammy Abrahamson

From:

Ryan Spong (Google Drive) [ryanspong@mainstreetadvisors.ca]

Sent:

Tuesday, March 25, 2014 8:42 PM

To:

Tammy Abrahamson Ron Forbes

Cc: Subject:

Tacofino vendor application (Kelowna) (tabrahamson@kelowna.ca)

I've shared an item with you.



Tacofino vendor application (Kelowna)

Snapshot of the item below:

Page



TACOFINO CANTINA

Serving fresh and inspired Californian Baja-style food out of a bright orange truck in Tofino B.C. since June 2009

Cook: Kaeli Robinsong

Mission Statement: Tacofino was born out of a desire to create a unique dining experience by offering quality, freshness and affordability with an environmental and nutritional conscience. Fast "slow" food is a concept that really appeals to us, so we make everything from scratch and with love, but without the wait. Our menu is inspired by our world travels, taking the Baja-style taco to another level. Our truck has been a phenomenon in Tofino and we hope now to bring it to the city!

Criteria 1: Relevant experience, quaifications and successes

- 1. Foodsafe Certification in place/Qualifications
 - 1. Kaeil Robinsong, Principal Attached see Schedule A
 - 1. Foodsafe

- 2. Serving it Right
- 3. Squirrel/HALO POS System
- 4. Restaurant Experience Cook
 - 1. Hollyhock Retreat Centre (Cortes Island)
 - 2. Wildwoods Reforestation
 - 3. Catering, Edible Planet (Vancouver BC)
 - 4. Edible Planet Café at the CBC Building (Vancouver BC)
 - 5. Private macrobiotic chef (Vancouver BC)
 - 6. Private vegan chef (Vancouver BC)
- Previous Vending Experience: Kaeli has co-owned and operated the Tacofino truck in Tofino for 5 very successful years and two trucks in Vancouver for the
 past 3 years..
- Successes: Tacofino has been voted best food truck in every major Vancouver and Vancouver Island publication over the past 4 years, including Vancouver Magazine, The Georgia Straight Golden Plates, Westender, Eat, Vancouver Sun and Province. The press has reviewed it favorably. See links below and further away in attached Schedule B.

Press

http://tacofino.com/category/media

http://vancouverisawesome.com/2010/10/28/weekly-slop-tacofino/#more-59795

http://scoutmagazine.ca/2009/09/10/saying-goodbye-to-summer-at-the-gorgeous-end-of-the-world/

http://www.anonymousadvertising.com/index.php?option=com_content&view=article&id=57:tacofino&catid=2:blog<emid=3

http://www.vancouversun.com/travel/Tofino+delights+lure+foodie+road+trip/2154991/story.html

http://www2.canada.com/westerly/news/story.html?id=0ccc6d65-9674-4c55-a3b8-cf1464ec3ef0

http://www.yelp.ca/biz/tacofino-tofino

Criteria 2: Proposed food items and prices

4. Proposed offering: Priced \$5-\$11

Menu (all Oceanwise and Two Rivers proteins)

Tuna Ta-Tako featuring seared sesame troll-caught albacore tuna (local, sustainable) with wasabi-ginger mayo, cabbage chiffonade, mango salsa and seaweed salad on a flame roasted flour tortilla

Baja-style Fish Taco is bottom, longline-caught Pacific lingcod, in an optional light and crispy tempura batter. We serve this on a flame-roasted flour tortilla with chipotle mayo, cabbage chiffonade and salsa fresca. We also offer a yam tempura version of this for non-fish eaters

Grilled free range/non-medicated lemongrass chicken taco with freshly pickled carrots, cucumber, daikon and cilantro on a soft corn tortilla (tortillas from El Comal in Burnaby BC)

Grilled Flank Steak (ethically raised) Taco with chipotle mayo, cabbage chiffonade, mango salsa and avocado on a flame roasted flour tortilla

Burritos are a favorite after-surf meal in Tofino. Loaded with flavorful black beans, seasoned basmati rice, sour cream, homemade salsa and greens, they make a good meal on the fly. Add fish, beef, chicken, guacamole, cheese, or ask for it Vegan.

Tortilla Soup Our Rainy Day Favorite! Slow-cooked free-range chicken soup with ancho and guajillo chilies, loaded with avocado, aged white cheddar, sour cream, fresh lime and cilantro, and house-made corn tortillas.

Gringas are Tacofino's guilty pleasure. Quesadillas stuffed with your choice of beef or beans, fresh salsa and sour cream. They are the ultimate Mexican comfort food. Gooey, crispy, cheesy goodness.

Freshies are icy blended natural slushies including flavors such as fresh squeezed lime juice and garden mint or fresh squeezed lemon with ginger. We also make Liquados, which are smoothies with fresh/frozen fruit, and serve Guayaki yerba mate iced tea.

Chocolate-Diablo Cookie is a fudgy, dark chocolate-chili cookie with sugar and rock salt sprinkles. Crispy on the outside, chewy in the middle. In the summer we jam ice cream in between two of them.

Local Seasonal Specials

Seasonal Fresh Fruit and Veggie Skewers with chili and lime

Roasted Squash Taco with crème fraiche, feta cheese, toasted pumpkin seeds and fresh cilantro on a soft corn tortilla

Baja-style trap-caught Spot Prawn Taco available during Spot Prawn season

Wild Mushroom Quesadilla Grilled flour tortillas with cheddar-mozzarella blend, seasonal chantrelles, morels, and hedge-hog mushrooms as available, sour cream and salsa

5. Nutritional Content (examples)

2. Baja-style Grilled Fish Taco and Tuna Ta-Tako dishes consist of fish, flame-roasted flour tortilla, chipotle (or wasabi ginger mayo), cabbage chiffonade, salsa fresca, cilantro and lime

Selected Serving: 150g 250(1256 kJ) Calories Total Carbohydrate 28.0g Dietary Fiber 2.0g Sugars 2.0g Total Fat 5.0g Saturated Fat 3.0g 210mg Total Omega-3 fatty acids

Total Omega-6 fatty acids 27mg Protein 200IU Vitamin A 9.0mg Vitamin C 150mg Calcium Iron 1.8mg Potassium 30mg Sodium 250mg 20.0mg Cholesterol

3. Bean Burritos have black beans, seasoned basmati rice, sour cream, homemade salsa and greens. Add fish, beef, chicken, guacamole, cheese, or ask for it Vegan.

Selected Serving: 390g 555(1256 kJ) Calories Total Carbohydrate 76.0g Dietary Fiber 18.0g Sugars 4.0g 19.0g **Total Fat** Saturated Fat 3.0g Total Omega-3 fatty acids NA Total Omega-6 fatty acids NA 24.0g Protein 240IU Vitamin A Vitamin C 12.0mg Calcium 500mg Iron 5mg Potassium 20mg Sodium 750mg Cholesterol 25mg

4. Freshies Natural icy blended slushies, including flavors such as fresh-squeezed lime-juice and garden mint or fresh squeezed lemon with ginger. Optional honey sweetening.

Selected Serving: 1207 Calories 24(1256 kJ) Total Carbohydrate 0g Dietary Fiber 2.4g Sugars 0g **Total Fat** 0g Saturated Fat 0g Total Omega-6 fatty acids 2.6mg Protein 1.0g 18IU Vitamin A Vitaimin B6 .067mg Vitamin C 45mg Calcium 22mg Iron 1mg Potassium 124mg Sodium 2.3mg Cholesterol 0mg

- 6. Use of Organic, Local, Fair-Trade Foods Our goal has been and continues to be providing our community with delicious affordable Mexican food... with a twist.
 - 5. 90% Organic: We use organic producers for:
 - 5. Produce: Our cilantro, cabbage, roma tomatoes, mint, lime, red onion, yams, and seasonal squash are certified by COABC members.
 - 6. Meats are organic and ethically raised: Fraser Valley's Gelderman pork farms, Maple Hill Farms free-range, certified-organic chicken, and Sumas Mountain Farms certified-organic, grass-fed & finished beef are all local Fraser Valley farms as well.
 - 6. 80% Local: Our menu will be flexible and our specials will reflect seasonally available local produce.
 - 7. Meats: will be sourced from the local farms listed above.
 - 8. Produce: For cilantro, cabbage, roma tomatoes, mint, and tubers our intention is to work with SOLEfood to source a portion of our produce. From the website: "SOLEfood is an Enterprising Non Profit (ENP) established in 2009 by United We Can. It is an urban farm consisting of hundreds of planters. The farm provides training and employment opportunities to residents from Vancouver's Downtown East Side to build, plant, maintain and harvest the farm. The locally grown food is sold to restaurants, at Farmers Markets and when possible, supplied to community organizations with similar aims of improving neighbourhood food security."
 - 9. Seafood: As avid surfers and ocean lovers, the seafood we choose is crucial. We always source our seafood in accordance with Ocean Wise and The David Suzuki Foundation recommendations. Our Baja-style fish tacos are made from Pacific long-line lingcod because it is the most sustainable fishery.
 - 10. Grains: Our tortillas are made in Burnaby, BC at El Comal.
 - 7. 100% Fair Trade: Of our fair-trade eligible ingredients, 100% are fair-trade certified.
 - 11. Cocoa The chocolate in our Chocolate Diablo Cookies is sourced from Cocoa Camino, a Canadian chocolate co-op. The chocolate is Fair Trade Certified under the Fairtrade Labelling Organizations (FLO) international certification system by TransFair Canada, the National Initiative (NI) for FLO in Canada. It is a non-profit certification and public education organization promoting fair trade to improve communities of family farmers. It is FLO's only Canadian affiliate and works to create and maintain consumer awareness and confidence in fair trade.
 - 12. Sugar—In our baking and Freshies we use organic golden cane sugar made with no additives or emulsifiers also from Cocca Camino.
 - 13. Citrus and fruit will be sourced from North America, namely Mexico and California. Our main staple, Limes, will be sourced from Patagonia Orchards whose products are grown in nutrient rich soil, free from pesticides, herbicides and harmful additives. Their farms are certified organic by third-party, USDA accredited certification agencies.

Criteria 3: High-quality, service-oriented

- 7. Business plan: see attached Schedule C
- Truck readiness:
 - 8. Tacofino currently owns a VCH-inspected catering truck (see Schedule D) that operates in Vancouver. This truck is currently insured with ICBC and has \$2,000,000.00 liability with the City of Vancouver but will be switched to the City of Kelowna upon reward of this contract.

9. Commissary Identified:

- 9. We currently have a leasing agent sourcing an Interior Health approved commercial kitchen lease with in Kelowna to act as a commissary space for the truck.
- 10. Our intention is to turn this location into a permanent winter location in the city of Kelowna on a permanent basis. We have secured financing for this expansion from the BDC and Vancity, as well as two local Kelownan equity partners.

10. Plan to reduce waste/ increasing green packaging

- 11. No garbage is produced from our truck; everything is composted and Tacofino is ClimateSmart certified..
- 12. All containers are sugarcane or corn-based and are 100% compostable from the local eco-container company, Green-to-go-Canada (http://greentogocanada.com/)
- 13. Grey water will be reduced; food will be cleaned and prepared and dishes will be cleaned at our commissary using our EnergyStar certified dishwasher

Criteria 4: Total value of proposal to the City

11. Adding to Kelowna's culture

Our menu focuses on Californian Baja-style cooking with international influences. We feel this will add to Kelowna's outdoor-centric lifestyle. The positive reception that we have received from vacationing British Columbians to Tofino and Vancouverites has further fueled our desire to take part in this revolution. We are devout followers of the growing street truck movement, which has its roots in LA and is spreading throughout North America. We started our truck in Tofino about the same time as Koji, in Los Angeles. Much like Koji's Korean Taco phenomenon, we have deconstructed our favorite foods from around the world and reinvented them into our dishes. For example, our Tuna Ta-Tako dish deconstructs a traditional Tuna Tataki and seaweed salad, and re-imagines it as a Baja-style taco. We think Tofino surf food is a perfect fit with Kelowna's beachfront culture.

As stated before, we will be opening a permanent location alongside this venture.

12. Contribution to Culinary Landscape

Tacofino was born out of a desire to create a unique dining experience by offering quality, freshness and affordability with an environmental and nutritional conscience. Fast "slow" food is a concept that really appeals to us, so we make everything from scratch and with love, but without the wait. Our menu is inspired by our world travels, taking the Baja-style taco to another level.

We own our truck and it is VCH-approved and ready to go. We are looking for a commercial kitchen for our commissary with a parking spot, washout and electrical facilities. We can be ready to operate the day after we receive our license.

Our truck has been a phenomenon in Tofino and we hope now to bring it to your city! It is vibrant, bright orange, with Vancouver graphic artist Robert Mearns' rendition of the Virgin de Guadalupe holding a taco. The truck is an homage to the birthplace of the taco, Mexico and Baja California, and it is ready to become a Kelowna icon.

The outpouring of support from our online customer base to bring Tacofino to Kelowna has been rampant. We hope to have an opportunity to satisfy them, the judging panel and those members of the public who have yet to try our unique brand of food; because after all it is our community we are most concerned about. "One cannot think well, love well, sleep well, if one has not dined well." —-Virginia Woolf

Schedule A - Foodsafe Certificate



STATEMENT of COMPLETION

This is to certify that KAELI J. ROBINSON

has successfully completed the

---- Basic ----

FOODSAFE TRAINING PROGRAM FOR FOOD HANDLERS

for the FOODSAFE authority of the Central & Northern Vancouver Island Foodsafe Council - Central

This 25th day of April, 2009



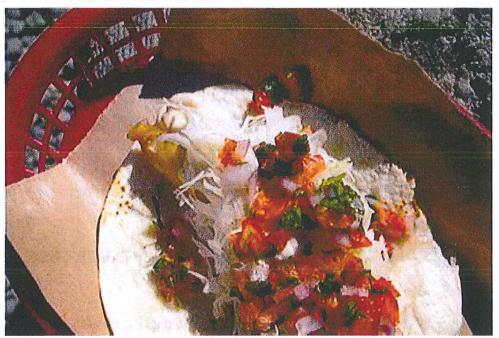




Schedule B - The Vancouver Sun

Tofino's delights lure a foodie on a road trip

BY GWENDOLYN RICHARDS, CALGARY HERALD



Tacofno's version of the fish taco, a soft, warm tortilla topped with freshly deep fried pieces of halibut and cod, a healthy squiggle of chipotle mayonnaise, shaved green cabbage and a few spoonfuls of salsa fresca.

Photograph by: Gwendolyn Richards, Calgary Herald

People flock to Long Beach for the waves, whales and the wild Pacific Ocean that batters Canada's west coast shores.

I have come for fish tacos. And a halibut burger.

After all, nature may be the major draw, but a well-established, and yet burgeoning, food scene has its own delicious allure.

Among those feeding tourists and locals are a restaurant, a wooden shack and an orange catering van. Where the food is prepared, I will come to learn, means nothing.

The orange van of Tacofino Cantina sits at the back of a gravel parking lot ringed by a hair salon, small grocery store and surf school just off the Pacific Rim Highway outside Tofino.

It is the freshman on the Long Beach food scene.

http://www.vancouversun.com/story_print.html?id=2154991&sponsor=

Page 1 of 4

Schedule C - Tacofino Business Plan - Kelowna

Objectives

Our one-year objectives are to:

- 1. Launch truck in Kelowna
- 2. Build core following and gain exposure over summer
- 3. Build and operate a permanent location with parking lot
- 4. Build mobile Kiosk that is iconic in design and menu (quick service for take-out and late night)

Mission

Tacofino was born out of a desire to create a unique dining experience by offering quality, freshness and affordability with an environmental and nutritional conscience. Fast "slow" food is a concept that really appeals to us, so everything we make is from scratch and with love, but without the wait. Our menu is inspired by our world travels, taking the "taco" to another level. Our goal has been to provide our community and its visitors with delicious affordable Mexican food with a twist. We use environmentally responsible products, and organic and/or local producers whenever possible. As avid surfers and ocean lovers, the seafood we choose is crucial. We always source our seafood in accordance with Ocean Wise and The David Suzuki Foundation recommendations.

Key Success Factors

The keys to success on our business are:

- 1. Introduce BCto the same quality of tacos that many Tofino customers have said is "the best thing I've ever eaten"
- 2. Continue to source ethically responsible ingredients and reduce our carbon footprint
- 3. Continue to take pride in serving high quality, delicious food, and maintain a sense of civic responsibility Company History

plan	Established in June 20 ting camps, world trav	009, Tacofino was the loved yel and cooking on the Island	hild of Kaeli Robinsong a 1. After becoming a smas	and Jason Sussman, who h hit in Tofino, Tacofino	se menu was the result of sev has operated for two very su	reral years "in the bush" at t accessful, profitable years a	ree nd is

RE: City of Kelowna Food Truck
1) C. (17) OJ RETOWN FOOG 110CK
Opportunity
Please accept this required \$1000,00 deposit with the Tracofino Vender application
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Sales in 2009 were \$137,000.00 in only 6 months and grew to \$2.5mm in 2013. Sales forecast for 2014 are \$4mm. We attribute the growth to our community's growing awareness of our high-quality food and community involvement. In 2011, Kaeli and Jason partnered with Ryan Spong, a Vancouver entrepreneur, who has grown the business through efficiency and cost reduction while maintaining food quality.

Inventory is typically raw food materials, such as seafood, beef, produce, juice and serving dishes, bags of grain, canned food. Cost of sales consists of food cost and labour to prepare the dishes, which are typically 40% of menu price. Operating expenses are expected to drop to 30% in 2011. High-margin summer items and seasonally available produce drive profitability.

Product Analysis: see menu as above

Market Analysis Summary

The food truck market is services by a variety of food styles: Re-up (pulled pork sandwiches), Roaming Dragon (Asian fusion), Arturo's (Mexican), Dim Sum, Pizza and Fresh, Local, Wild (as described), and Japa-dog (and the standard hot-dog vendors). There is no Baja-style food truck that competes directly with our menu. Our target market is two-fold: (1) Summertime beach-goers and shoppers, (2) downtown business folks looking for a quick lunch/snack.

Competitive Landscape

Our competitive landscape can be divided into two categories: tacos and truck food. Concerning authentic tacos, currently there are three main competitors in Vancouver that offer similar products. The Taqueria on Hastings West and Taco Shack in Kitsilano both offer authentic Mexican-style truck tacos from their hole-in-the-wall location. The tacos are modestly priced, small and standardized. They occasionally offer specials, but their clientele order standard tacos. The business is open at night also, though not licensed, and focuses on high-volume, low cost food. Dona Cata on Victoria and 33rd Ave offers an even more traditional Mexican menu, is fully licensed and offers more than just tacos. The staff is traditional dressed and the restaurant offers an authentic Mexican experience. Our closest competitor from a menu perspective in Kelowna is the American chain, Chronic Tacos. They offer baja-style tacos (and Tex Mex) in a licensed Sports Bar atmosphere.

Competitive Edge

We focus on our high quality, delicious menu. We've taken classic standard truck food and re-invented it. Our dedication to food and our innovation in truck food culture has proven to be very successful in Tofino and Vancouver, where we compete directly with our fish taco retailers but consistently outshine and continue to impress.

Marketing Strategy

We believe good food sells itself. That being said, we're avid social media users and plan to Twitter our daily locations, specials and catch-of-the-day. We've been inspired by Kogi's use of Twitter and the hype he's created with his public, who anticipate his locations and often line up for an hour at a revealed location an hour before the truck even arrives. The public knows when it's being sold to though so even guerilla marketing strategies such as this fall apart if the food does not deliver.

Management Summary

Personnel Plan (eg)

100	2014	20	15	2016		
Commissary Manager (50%)			\$18,0	000	\$20,000	\$22,500
Head Cook (50%)		\$18,	000	\$20,0	000	\$22,500
Assistant Cooks		\$60,00	00	\$60,00	0	\$60,000
Cashier		\$20,000		\$20,000	\$20	0,000
Total People		5	5	5		
Total Payroll		\$116,000		\$120,000)	\$125,000

Financial Plan - On Request

Important Assumptions

The break-even analysis is informed by our actual Income Statements for the Tacofino truck that we have run for the past five years in Tofino. Our previous experience has given us real data to form the basis of our analysis. This is the best possible modeling tool and one that gives us confidence in our projections. Our first year was well above our break-even analysis and the business was operated for a short summer,, in a small town, often with inclement weather that chases away potential business. Essentially this is a worst-case scenario.

Break-even Analysis

Scenaro 1: full 5 person staff Fixed Operating Costs Gross Margin Break even revenue Scenario 2: reduced 4 person staff Fixed Operating Costs Gross Margin

Conclusion

Tacofino has created one of Canada's favourite food trucks at its initial location in Tofino. The creators are now ready for a new challenge and wish to bring their proven concept to Vancouver. Consumer feedback has shown us that there is demand for a Baja-style fish taco and innovative Mexican fare in Vancouver and a food truck location will allow us to deliver superior quality Mexican food at an affordable price.

Google Drive: create, share, and keep all your stuff in one place.







Vancouver Is Awesome, and we are dedicated to everything that makes it that way.

If you want to read ugly, bad news about this beautiful city of ours, you're going to have to look to traditional media and other blogs; V.I.A. promotes everything that makes our city awesome, from old to new and everything inbetween. We're like the human interest piece on the news... only different.

Year after year we have been voted Vancouver's "Best Local Blog" by readers of the Georgia Straight.

Straight BEST RUNINER-UP	SETTEMBER DEST OF VOICE VALUE WHENER	bester bester	besta	bestd bestd
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Search for:	Search



WEEKLY SLOP - TACOFINO



Not quite in Vancouver but on Vancouver Island. Tofino to be exact and so worthy of a post. Why? Because Tacofino could possibly be the best Mexican, or at least the best fish tacos in BC! Tacofino is a food truck that parks itself just behind LIVE TO SURF surf shop on the coastal highway on your way to Tofino.



They have a pretty healthy size menu for a food truck with some options for burritos, tacos and gringas.....but I've yet to explore all the variations. I've been stuck on the Fish Tacos and the Tuna Tacos. It's hard to stray away from what you know is so damn good! All the items are freshly prepared on the truck and served with a friendly



My friend tried the Gringas and he is stuck on them. What is a Ginga? Well, my friend best describes them as a marriage of a Taco and a Grilled Cheese Sandwich. The drinks are served mexican style as well. The Freshies are crushed ice drinks which are perfect as an apres surf refreshment. Lemon-Ginger, yes!

If you're lucky enough to visit Tacofino on a day they are serving their Diablo Chocolate Cookie Ice Cream Sandwiches, you must drop in for one! Two homemade rich chocolate cookies sandwiching 2-3 inches of creamy vanilla ice cream. Do it!

Tacofino
located behind Live to Surf
250-725-8228

You might also like:

Anthony Townsend at MOV

A look inside the Seymour Street temporary homeless shelter ... START YOUR WEEK RIGHT WITH THE V.I.A. WEEKLY PLAYLIST WEEK ...

A Stranger A Week -#67

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Tacofino









"As good as the fish tacos in San Diego, and almost as good as the ones in Loreto or La Paz, Mexico!" in 16 reviews



The mango coconut liquado is a must-have compliment on a hot sunny day." in 2 reviews



So of the best I have had outside of Mexico and I have been so very AUTHENTIC places in Mexico." in 5 reviews

Recommended Reviews

Search reviews

English 35



Sara M. Vancouver, BC Elite '14

Yelp Sort Date Rating Elites

73 friends 250 reviews *** * * * * *** 2/14/2014

1 check-in here

I have thought about marrying these vegan burritos. Is that weird?

Needless to say, I was over the moon to eat burritos directly from the mothership. Whilst in Tofino for 2 days.... this is all we consumed.

Burritos for breakfast, lunch, and dinner.

\$10 gets you a giant burrito filled with veggie deliciousness. Bring an umbrella if it's raining - problem solved.

Thanks for being rad Tacofino!

\$\$\$\$ Price range \$11-30

Edit business info

Work here? Claim this business

Hours

More business info

Takes Reservations No

Delivery No

Take Away Yes

Accepts Credit Cards Yes

Good For Lunch, Dinner

Parking Private Lot

Wheelchair Accessible Yes

Good for Kids Yes

Good for Groups Yes

Attire Casual

Noise Level Average

Alcohol No

Outdoor Seating Yes

Wi-Fi No

Has TV No

Waiter Service No



jay s. First to review



Hope C. Rochester, USA Elite '14

Listed in 100 in 2013



10/15/2013

54 friends

491 reviews

So THIS is where the locals eat! (Well, here and the Wildside). A stationary food truck in a gravel parking lot just off the Pacific Rim Highway, before the town of Tofino itself. Look for Chocolate Tofino, a juice bar and a grocery store, turn into the lot and head to the back right corner.

Like most food trucks, the food isn't "cheap," but the quality of the ingredients and their assembly make this a quick and

People also viewed



Wildside Grill 32 reviews

The fish tacos were deliciously spicy, fresh & tasty, very, very



Shelter Restaurant

56 reviews

My mom and I both had the salmon surf bowl and were blown away by how...

easy "value for money" deal. Get the tuna taco. It was outstanding, especially the chipotle sauce! The tuna was surprisingly fresh. It's a small portion so you may want two if you're hungry. We also tried the pulled pork burrito. This was so-so. The rice and beans were a little bland and the pork was as well. The plus here is that it's a huge portion, so you won't leave feeling like you'll need another meal anytime soon. You'll probably wish you didn't finish the whole damn burrito.





Work Here? Claim this Business

- · Respond to reviews and privately message customers
- · Claiming is free, and only takes a minute

People Viewed This After Searching For...

Vegan Tofino

Restaurants Tofino









Reminds me of the food carts in Portland. Really great fish tacos and the service was decent. The reason I didn't give this place 5 stars is because the food didn't give me the wow factor, but is definitely a place to try out.





best food on the earth the prices arent that bad and the food is amazing go here not wild side grill. People are nice there and like i said food is sooooo good. (ps buy a burrito)



Keith C. Seattle, USA 0 friends 5 reviews



Maybe it's just our experience, but I'd have to not recommend this one.

It's \$5 for a taco. Seriously? Maybe it's the only decent taco joint in Tofino, but there are places in Seattle, San Jose, San Diego, etc. where I can get fantastic fish tacos that are BETTER, and get a pair of them w/ rice and beans for \$5. We got the fish tacos and gringas here, and the portions were so small (and the lines more than 15-20 minutes) that I ended up just going somewhere else to eat again.

Plus, being here in the rain is not too fun. Light rain is fine, but since rain is regular in Tofino, it's not fun eating without shelter and having a taco fall apart as it gets soggy wet.

For the same price, I'd rather get lunch at Sobo.

Food quality: OK

Price: Expensive for the small quantities and long wait Atmosphere: Typical food truck without any covering, don't come here in the rain

Strangely, we also went to the Tacofino truck in Victoria, which seemed a lot better in terms of food quality.





1 check-in here

Listed in 30 Day Challenge!

1/30 Day Challenge!

Was surprised to find such a well known Vancouver food cart in Tofino. Had only previously heard of the downtown Vancouver location. Now the name TacoFINO makes perfect sense.

The tuna taco and fish taco are a must try. The fish taco is made with a deep fried battered fish, while the tuna taco is a great fusion of Japanese and Mexico cuisine.

The beef burrito is a solid filler item for those looking to get full off one item.

Pros:

- great food
- good location
- lots of seating (for a food truck)

Cons:

- long line ups during lunch
- slightly on the expensive side

Located near Chesterman beach, at the back end of the same complex as "Live to Surf".





A great no-nonsense alternative to the more touristy fare Tofino has to offer.





1 check-in here

Tacofino makes some great tacos and burritos. It's worth a visit for sure if you're ever in Tofino. It's more of a treat since the prices are insanely expensive for a food truck. A lunch for 6 people cost us over \$90 with drinks! The wait is worth it, the line moves slowly but surely.



J F.
North Vancouver, BC
0 friends
21 reviews



Cult tacos...the hype didn't meet our quality expectations. Burrito was sopping wet. And the Quesadilla was so greasy we couldn't eat it.









Like many others I assumed "it's a taco truck, it will be ok and possibly good grub food for cheap." I was in for a surprise.

It feels weird to rate a food truck that serves tacos and burritos with 5 stars but Tacofino is just that good. It's not fancy, it's just simple food done very well and what is better than that?

Our first time there I had the bean taco and that was a great start. It was fresh and full of simple, decliciously balanced flavors.

On the following day i couldn't wait to go back and this time I had the bean burrito and the bean gringa. Both were consumed in the car. Like a pig. And a constant stream of praises and random grunts. The burrito especially is out of this world.

I even uttered words I never thought I would say about some tacos on the side of a road.. "The balance of flavors and the freshness of this food is as good as Alinea's".

Very strong words but not said lightly. Tacofino is the supreme grub food. A heavenly face stuffer best enjoyed with others in your car while listening to Long Beach Radio.

What a treat. I just wish we had gone there every single day we were in Tofino instead of only twice.

(I know someone who has tried their food trucks in Vancouver and wasn't so impressed.. it's possible the one in Tofino is much better than the other locations so if you can try this one!)

Vegetarian food: 5.0 Service: 3.75 (just someone taking orders really but she could have been friendlier or at least look like she wants to be there) Value: 5.0





1 check-in here

A must stop on your list of things to do in Tofino. I always have the beef burrito because it seriously wins the life award for food. The meat somehow is always done tenderly and its deliciousness seeps from the bottom of the wrap down your hand. This is part of the draw. Get your food truck mdxi fix and go see for yourself.



227 friends 353 reviews





Va Va

Stephen Y. Vancouver, BC 12 friends 195 reviews *** * * * * * *** 5/28/2011

1 check-in here

Vancouver.

It's awesome! Friendly service...

Pork and fish burritos were heavenly (and piggy really died for a good cause) - not over doing it w crap ingredients - nicely partitioned quality vegs, rice, meat, special sauce.... elegantly folded rather than the usual scrunched up bulbous crap monsters filled w overcooked rice. Not sure if it was better than the fish tacos in SD but certainly up there (better than most so called "taco places" in the lower mainland). Made fresh by surfer dudes/dudettes. Great selection of hot sauces.

The spot prawn facos were awesome (even though the second time we ate there we only got 2 prawns in the taco)

The coconut/mango drink was very cool as was the ginger lemon slushie

Ate there 2X in 4 days...

It's not exactly cheap at around \$10 for a burrito and \$6 for a taco - but definitely worth it



AL AND SELL









I finally tried Tacofino after it was recommended to me by several locals, and I was not disappointed. Tacos and gringas are the best EVER!!! We were in town for a week recently and I think we ate here about five times. Staff are friendly and food is made quickly. The ingredients are fresh and delicious. I would highly recommend Tacofino to anyone visiting Tofino!

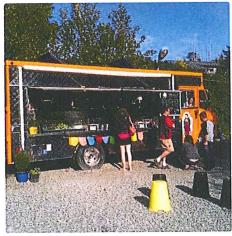


Colin M.
Vancouver, BC
11 friends
6 reviews



There is a Taco Truck in Tofino!

Everybody knows what that means, if you have ever been South of the border you know that the Taco Trucks are all about authentic Mexican food. The fish tacos are great. This is the place where you find locals eating all the time. Just Go! It's that good and that simple.







See all photos from Colin M.



Ory O.
Vancouver, BC
0 friends
17 reviews

8/31/2010

The only negative thing I can even say about the food is that they run out of it from time to time due to a tsunami of tourist and local traffic.

Their creations are so tasty that if I saw one of their burritos half eaten in the trash I might not have the will power to walk on by.

Oh, and by the way, they make their own ice cream sandwiches.....picture this.....two chocolate Diablo cookies book-ending an inch or more of vanilla (or sometimes choco-mint) ice cream. You should sit down to eat it because you have to get your face right in there...plus your knees might buckle a bit. It was so delectable that when asked by two patrons what I was eating I insisted they take a bite.....and they did! That should tell you something.





1 check-in here

The fish taco is by far the "bestest" I've ever had. I know there is no such word but I could not find another word to describe my inability not to walk back to the truck after finishing my first order on my first visit.

The fish taco is simply heavenly. Inside each warm soft taco shell are pieces of crunchy fried white fish topped with lettuce and freshly made salsa and drizzled with mayonnaise. Every bite has crunch, chewiness, heat and chill and is packed with flavour. The beef taco was equally juicy with tender beef pieces. The mango coconut liquado is a must-have compliment on a hot sunny day.

I had lived in California for 10 years and Tacofino at the western edge of Canada has the best tacos I've had. No wonder I never acquired the taste Cal-Mex cuisine when I was living in California!







Pretty decent burritos, but a tad pricey. Though that is likely a reflection o the quality of the ingredients. We ended up going here two times during our weekend stay, which is definitely a compliment given my wife's "foodie" nature

Overall a satisfying meal. If it's raining then you're out of luck for seating.





Great Tacos in Tofino. So of the best I have had outside of Mexico and I have been so very AUTHENTIC places in Mexico. The line is a bit long but the whole thing is worth the experience.





Pork and kimchi gringa is the bomb! Seriously.So.Good. My partner tried the fish taco recently at Tacofino, Tofino, and was wowed. He's hooked. Just a matter of time before he's begging to go to Tacofino in Vancouver. On this day, they were also offering deluxe mexi-tots smothered in cheese curds and other things. We weren't interested in the deluxe version so they made us plain mexi-tots. Perfect pillowy softness on the inside and crunchiness on the outside. Added some hot sauce and bingo. The lines can get long at lunch but that's the best indicator that you're about to be oh so happy.



David M. Seattle, USA 2 friends 6 reviews



Even if the rest of our vacation ends up being a disaster, the fish tacos alone were worth the trip. I can't stop thinking about them.

Also, allow me to digress and review the other reviewers: don't rate things based on the price. Yelp has a separate listing for cost, and most restaurants also display the prices in this thing called a menu. Not only do we not need you to review the price, but complaining about it makes you sound poor.



K S. Seattle, USA 1 friend 87 reviews

9/18/2012

Yup. Another big thumbs up for this place. Awesome layers of flavor (or flavour) in their tacos. Had the fish and the tuna both were great. Perfect lunch after a day of surfing. Freshies were great too. My only complaint is that I wish the bean taco was on a wheat shell instead of corn. The corn kinda tasted like cardboard. Fast, fresh and super tasty. Highly recommend!!



David C. Vancouver, BC 10 friends 9 reviews



The food is truly delicious--love those fish tacos and burritos. The line was about 30 mins long when we were there but it was a hot sunny day in peak season so as expected. Highly recommend!



Sarah M. Sydney, Australia 0 friends 39 reviews

6/13/2011

DON'T EVEN KNOW WHERE TO START!

OMG

Dear owner:

The tacos are incredibly overpriced.

ARE YOU KIDDING? \$6 FOR ONE TACO? REALLY?

Even the girl that took my order pulled a face when she told me the price, she also said. I KNOW.... wtf

NOT COOL!

You obviously have been to Mexico or know a Mexican as you sell JARRITOS (a mexican pop) In Mexico a jarrito cost

like a dollar. Who are you trying to fool selling them for \$4? who? IT IS OFFENSIVE.

The burrito I had was just fine. Your burritos need more taste, perhaps some fried onion.

And for the love of GOD please provide some salsas and salad like cucumbers, green salsa, red salsa and lemons. (for free)

If you have been to MEXICO in all our taquerias ALL! we provide lemon, salsas, radish, etc to put on your taco. FREE OF CHARGE.
NOT EVEN IN MEXICO WE ARE AS TIGHT AS YOU.

GIVE A LITTLE MATE!

as good as you are for charging 6\$ for one taco be good with the costumers and put your prices down. not that i will be back but maybe that way you will have more clients?

I know tofino is expensive but you crossed the line mate.

You are not even a restaurant.. get it?

Just ok for me, sorry.

GOOD LUCK AND I HOPE YOU CAN UNDERSTAND MY POINT OF VIEW.

CHEERS;)



Amy K. Rockville, USA 2 friends 24 reviews



Went to Tofino as part of a trip to visit my sister who moved to Vancouver last year. We had heard about Tacofino beforehand and spent a good part of an hour driving back and forth looking for the place. We finally found it at the back of a small shopping center off the main road.

I think my sister and I ate here every day during our trip - actually, we may have even gone twice in one day. Prices were reasonable - and the tacos were simply delicious. We tried the fish taco, tuna wasabi, and pork kimchi. I definitely preferred the fish taco, but all three were excellent, fresh, and flavorful. I tend to be conservative when I eat mainly because I don't like being a messy eater, but this is one time where I didn't care if I had sauce dripping down my face. The tacos were just that lovely and satisfying.

Be prepared, however, for long lines, an even longer wait, and less-than-enthusiastic service, but, if you're in Tofino, this is a must!! Definitely worth the hour-long search. I've already highly recommended Tacofino to one of my colleagues who went to Tofino this past summer, but, unfortunately, he couldn't find them!



PathGeek G. Seattle, USA 3 friends 15 reviews



Much has been said before on the blog. That they opened late (heard of Tofino time?), that it's outside (duh, it's a bus), that it's good food (true).

After reading the reviews, however, there was no way at all that I was expecting what was basically "fish and chips (no chips)" cod with tartar sauce and all on a wheat tortilla and with pico de gallo. A very interesting combination. Glad to have gone there once, understanding about Tofino prices and why those on tight budgets head there for dinner.

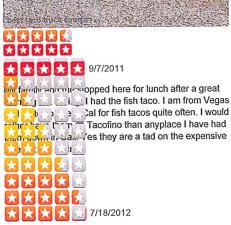
Be sure to have canadian cash.











Bob S. Calgary, AB 1 friend 3 reviews

The fish tacos here are bursting with flavour and texture. The fish is lightly battered perfectly, the salsa cruda is intensely fresh, and the taco shell is warm and inviting. Oh, and the mayo sauce finishes it off with another Explosion of flavour! A bit messy (don't try to eat them in the car like I did!) but definitely worth it.





Our friends told us about this great fish taco truck, hidden way at the back of a little cluster of surf shops and outdoor restaurants near the Chesterman Beach road. As good as the fish tacos in San Diego, and almost as good as the ones in Loreto or La Paz, Mexico! Phenomenal, and the "gringas" [think quesadillas] are also awesome. Be sure to hit Tofitian coffee and Wildside grill as well!



Laurel B. North Vancouver, BC

0 friends 7 reviews 9/17/2012

Stopped at the truck outside Tofino for a late afternoon snack. Had the tuna taco and LOVED the wasabi mayo and crunchy seaweed combo. Can't wait to find the trucks in Vancouver and try some other tacos and burritos on the menu.



Olava B. Prince George, BC

2 friends 14 reviews



The fish tacos and fish burritos were amazing! The guacamole rivaled Mexico! We went there each day we were in Tofino! Worth every penny.



Evangeline R. Calgary, AB

1 friend 11 reviews

9/1/2011

I was in town for surf lessons and I was recommended to eat here by my instructors. It was the best fish tacos I'd ever had! The fresh salsa was delicious, and the fish was cooked perfectly. The fish burritos were also fantastic! It was one of the highlights of my trip and I can't stop raving about it!



jay s. Creston, BC 0 friends 1 review

6/1/2010

First to Review

awsome mexican food. best fish taco ever. try the tuna tataco, its genious.

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4 other reviews that are not currently recommended

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Add photos





awesome fish tacos from a food truck

Additional Info
Uploaded October 13, 2013



From Hope C. awesome fish tacos from a food truck



From Kyle H. best taco truck everrrr



From Shawn C.
The original Tacofino!
Yum, super yum!



From J F. Taco bus



From Colin M.

Making good food
with love and a smile!



From Joe L. Mango Coconut Liguado



From Colin M.



From Stephen Y.



From Stephen Y.



From Colin M. Eats



From Colin M.



From lila z.
The infamous Fish
Taco



From lila z.
Chocolate Diablo
Cookies



From lila z.
Our Lady enjoying a taco



From lila z. The Truck



From lila z.



From lila z.



From lila z

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Schedule C

LICENSE OF OCCUPATION City Park (Cold Sands Beach) Mobile Food Concession Service Contract - 2014

BETWEEN:

CITY OF KELOWNA

1435 Water Street

Kelowna, British Columbia V1Y 1J4

(the "City")

OF THE FIRST PART

AND:

SERVICE STARS F&B SERVICES

#202-539 Sutherland Avenue

Kelowna, British Columbia V1Y 5X3

(the "Contractor")

OF THE SECOND PART

WHEREAS the City desires to appoint the services of the Contractor to provide Mobile Food Concession services (the "Services") at Cold Sands Beach in City Park, in the area shown on Appendix D attached.

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

Services

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

Appendices

The following attached Appendices are a part of this Agreement:

Appendix A - Insurance Requirements

Appendix B - Scope of Services

Appendix C - Fees - Schedule

Appendix D - Premise

Appendix E - Service Stars F&B Services - Concession Bid (Cold Sands Beach)

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

AGREEMENT TERMS AND CONDITIONS

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

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

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

"City's Representative" means the Manager, Property Management or his designate;

"Department" means the Real Estate & Building Services department of the City of Kelowna

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

"Event of Default" references Article 6.1(c);

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

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

"Term" means the term as specified in Section 5.0;

"Schedule" means a schedule to this agreement;

2.0 Interpretations

(a) "Authorized", "directed", "required", "requested", "approved", "ordered", "sanctioned", and "satisfactory" shall, unless some other meaning is obvious from the context, respectively mean authorized,

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

3.0 Representations of Contractor

- 3.1 The Contractor covenants, represents and warrants to the City that:
 - (a) Contractor is a duly organized, validly existing and legally entitled to carry on business in British Columbia and is in good standing with respect to filings of annual reports according to the records of the Registrar of Companies of British Columbia;
 - (b) Contractor has the power and capacity to enter into this Agreement and to comply with every term and condition of this Agreement;

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

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

4.0 General Obligations of Contractor

4.1 Contractor shall:

(a) offer Mobile Concession services, as set out in the Scope of Services attached as Schedule "B";

- (b) perform and contract in its own name and for its sole account for all things necessary or desirable for the proper and efficient provision of Mobile Concession services during the term;
- (c) use its best endeavours to provide the services to the City in a timely manner and in accordance with the terms of the Contract;
- (d) ensure that all its employees engaged in this contract are suitably qualified and experienced, and act to the best of their skills and ability and in accordance with accepted Mobile Concession standards for persons having those qualifications and experience;
- (e) follow all instructions of the City's Manager, Property Management in respect of the performance by Contractor of its obligations under this contract and as set out in the Mobile Food Vending Concession Bid Package submitted by Service Stars F&B Services dba Wafelicious Crafted Street-Food dated March 26, 2014, and attached as Appendix "E" and cooperate fully with the various departments and act in good faith towards the City;
- (f) maintain clear communication lines with staff in order to offer the best customer service;
- (g) comply with all laws; and
- (h) only use the facilities provided by the City for the purposes of this Contract.

5.0 Term

5.1 Initial Term

The initial term of the "Agreement" shall be for a three (3) year period, subject to specific termination rights in this document and subject to a first option to extend the Agreement at the sole and exclusive discretion of the Manager, Property Management.

5.2 Renewal Term

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

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

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

6.0 Termination - City

- 6.1 This Agreement will terminate:
 - (a) at the expiration of the initial term, unless extended by mutual agreement; or
 - (b) If at any time there occurs an Event of Default (defined below), the City may give written notice ("Notice of Complaint") to Contractor specifying in reasonable detail the Event of Default. If Contractor shall fail to perform or observe any covenant, condition or agreement to be performed or observed herein and such Event of Default continues unremedied for a period of seven (7) days after receiving the Notice of Complaint thereof from the City, then the City may, at its option, terminate this Agreement forthwith without prejudice to any other rights it may have in law or equity. If this Agreement is terminated by the City, Contractor shall be entitled to an immediate pro-rata refund of all unearned monies paid in advance to the City, as determined by mutual agreement.
 - (c) For the purposes hereof, "Event of Default" shall mean any one or more of the following:
 - (i) if Contractor fails to observe, perform and keep each and every one of the covenants, agreements, provisions, stipulations and conditions to be observed, performed and kept by Contractor in this Agreement, or any agreement entered into pursuant to any such agreements;
 - (ii) if Contractor is adjudged bankrupt, makes a general assignment for the benefit of creditors, or a receiver is appointed on account of its insolvency;
 - (iii) if Contractor has made an assignment of the Agreement without the required consent of the City; and
 - (iv) if Contractor fails to provide Mobile Concession services as required under the terms of this Agreement.
 - (d) The City may conduct inspections, audits, and assessments of Contractor's performance to verify that all duties, financial records, responsibilities and obligations of Contractor are being performed in accordance with the provisions of this Agreement and to the quality standards set out in this Agreement.

7.0 Dispute Resolution Procedures

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

(a) Negotiation

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

(b) <u>Mediation</u>

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

8.0 Compensation to the City

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

9.0 Independent Contractor

- 9.1 Nothing in this Agreement shall be construed as to constitute a partnership between the City and Contractor. The duties to be performed and the obligations assumed by Contractor under this Agreement shall be performed and assumed by it as an independent Contractor and not an agent or in any other way a representative of the City. In no circumstances shall Contractor have any authority to represent or contract on behalf of or otherwise bind the City.
- 9.2 Contractor is and shall at all times during the performance of this Agreement be an independent Contractor, and at no time shall Contractor be considered an agent, servant, or partner of the City; and all persons employed by Contractor to perform its obligations under the Agreement shall be its employees or servants and not the employees, servant, or agents of the City.

9.3 Employees

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

10.0 Liaison

- 10.1 Each party shall maintain liaison with the other party in accordance with their respective obligations under this Agreement. In particular:
 - Contractor shall appoint a representative ("Contractor's Representative")
 who shall have the duty of instituting and maintaining liaison with the City
 as to the requirements of this Agreement, plus an alternative
 representative to so act in the absence or inability to act of Contractor's
 Representative; and
 - The City shall appoint a representative ("City's Representative") who shall have the duty of instituting and maintaining liaison with Contractor as to the requirements of this Agreement, plus an alternative representative to so act in the absence or inability to act of the City's Representative.
- 10.2 Each party's representative shall have the full power and authority to act on behalf of and to bind such party in all administrative issues and to carry out such party's obligations hereunder and each party's representative may be relied upon by the other party as the official representative of such party. Meetings between the Contractor Representative and the City's Representative may be held by telephone with the consent of all parties participating in such meetings. Each party may change their respective representative or alternative representative by written notice to the other.

11.0 Governing Law

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

- to be bound by any judgment thereof and not to seek, and hereby waives, any review of its merits by the courts of any jurisdiction.
- 11.2 Notwithstanding any provisions herein, the Contractor(s) shall in the performance of the contract comply with provisions of The Employment Standards Act and Regulations of British Columbia and City of Kelowna Policies and By-laws and Parks, Recreation and Cultural Services Policies and By-laws and any amendment thereto and without limiting the generality of the foregoing, the Contractor(s) shall pay all of the Contractor(s) employees as required by the Act and the regulations then in force.

12.0 Waiver - City

- 12.1 Any failure of the City at any time or from time to time, to enforce or require the strict keeping and performance of any of the terms or conditions of this Agreement, shall not constitute a waiver of such terms or conditions and shall not affect or impair any terms or conditions in any way or the right of the City at any time to avail itself of such remedies as it may have for any breach of such terms or conditions.
- 12.2 No action or want of action on the part of the City at any time to exercise any rights or remedies conferred upon it under the Agreement shall be deemed to be a waiver on the part of the City of any of its said rights or remedies.

13.0 Waiver - Contractor

- 13.1 Any failure of the Contractor at any time or from time to time, to enforce or require the strict keeping and performance of any of the terms or conditions of this Agreement, shall not constitute a waiver of such terms or conditions and shall not affect or impair any terms or conditions in any way or the right of the Contractor at any time to avail itself of such remedies as it may have for any breach of such terms or conditions.
- 13.2 No action or want of action on the part of the Contractor at any time to exercise any rights or remedies conferred upon it under the Agreement shall be deemed to be a waiver on the part of the Contractor of any of its said rights or remedies.

14.0 Subcontractors

- 14.1 Contractor shall not subcontract the whole of the work nor shall any part of the work be subcontracted without the prior written consent of the City's Representative, which consent may not be arbitrarily withheld in the City Representative's sole discretion.
- 14.2 The subcontracting of any of its duties, obligations or responsibilities of Contractor under this Agreement shall not relieve it of the responsibility for the proper commencement, execution or completion of the duties, obligations

or responsibilities as set out herein and Contractor shall be fully responsible for the acts, omissions and debts of its subcontractors.

15.0 Amendments

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

16.0 Survival of Covenants

All obligations of each of the parties which expressly or by their nature survive termination or expiration or assignment of this Agreement including, without limitation, the indemnities in section 20.0 shall continue in full force and effect subsequent to and not-withstanding such termination or expiration or assignment and until they are satisfied or by their nature expire.

17.0 Confidentiality of Information

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

18.0 Non Assignability

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

19.0 Joint and Several

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

20.0 Force Majeure

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

subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule, (where provided).

21.0 Insurance & Indemnity

21.1 Indemnity Save Harmless

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

21.2 Insurance

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

21.3 Compliance with Statutes, By-laws & Regulations

The Contractor shall in the performance of the Agreement, comply with all applicable City By-laws, and all amendments thereto and The Consumer Protection Act, R.S.B.C. 1996, c.69, and any other applicable acts or regulations.

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

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

22.0 Occupational Health and Safety

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

- subcontractors, employees, personnel, servants and others engaged in the performance of this Contract.
- 22.2 The Contractor and its workers, subcontractors, employees, personnel, servants and others engaged in the Services shall conform to all current occupational health and safety laws, by-laws, or regulations of the Province of British Columbia including any regulations requiring installation or adoption of safety devices or appliances. The City may, on twenty-four (24) hours written notice to the Contractor, suspend the Services hereunder immediately as a result of failure to install such devices or because the conditions of immediate danger exist that would be likely to result in injury to any person. Such suspension will continue until the default or failure is corrected.
- 22.3 Without limiting the generality of any other indemnities granted by the Contractor herein, the Contractor shall indemnify and save harmless the City against any loss or expense or penalty suffered or incurred by the City by reason of failure of the Contractor, its agents or employees, or any subcontractors of the Contractor, its agents or employees to comply or ensure compliance with the health and safety laws, by-laws and regulations mentioned above.

23.0 WorkSafe BC Coverage

- 23.1 The Contractor agrees that it shall, at its own expense, procure and carry or cause to be procured and carried and paid for full WorkSafe BC coverage for itself and all workers, subcontractors, employees, personnel, servants and others engaged in or upon any Services. The Contractor agrees that the City has the unfettered right to set off the amount of the unpaid premiums and assessments for such WorkSafe BC coverage against any monies owing by the City to the Contractor. The City shall have the right to withhold payment under this Contract until the WorkSafe BC premiums, assessments or penalties in respect of the Services done or Services performed in fulfilling this Contract have been paid in full.
- 23.2 The Contractor shall provide the City with the Contractor's WorkSafe BC registration number and a letter from the WorkSafe BC confirming that the Contractor is registered in good standing with the WorkSafe BC and that all assessments have been paid to the date thereof prior to the City having any obligations to pay monies under this Contract.
- 23.3 The Contractor shall indemnify and hold harmless the City from all manner of claims, demands, costs, losses, penalties and proceedings arising out of or in any way related to unpaid WorkSafe BC assessments owing from any person or corporation engaged in the performance of this Contract or arising out of or in any way related to the failure to observe safety rules, regulations and practices of WorkSafe BC, including penalties levied by WorkSafe BC.

24.0 Conflict of Interest

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

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

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

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

25.0 Non-liability of City Officials

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

26.0 Protection and Security

- a) Acknowledgment of Proprietary Materials/Limitations on Use. Contractor acknowledges that the records are unpublished work for purposes of copyright law and embodies valuable confidential and secret information of the City. The Contractor will treat such information so received in confidence and will not use, copy, disclose, nor permit any of its personnel to use, copy, or disclose the same for any purpose that is not specifically authorized under the Agreement. Notwithstanding the above, nothing herein shall prevent the Contractor from utilizing same or similar information, if it is independently provided by a third party or independently developed in-house.
- b) Property Rights. Each party acknowledges and agrees that the other party's products and all other material related thereto constitute valuable trade secrets of the party furnishing the products or materials, or proprietary and

confidential information of such party, and title thereto remains in such party. All applicable copyrights, trade secrets, patents and other intellectual and property rights in the products and related material are and remain in the party furnishing such products. All other aspects of the products and related material, including without limitation, technologies, procedures, programs, methods of processing, specific design and structure of individual programs and their interaction.

27.0 Business Licence

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

28.0 Contractor Performance Review

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

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

29.0 Business Review & Planning

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

30.0 Enurement

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

31.0 Service of Notices

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

To the City

(City Representative)

Attention: Ron Forbes

Manager, Property Management

City of Kelowna

1435 Water Street, Kelowna, British Columbia V1Y 1J4

Telephone: 250-469-8669 Fax No.: 250-862-3349

E-mail: rforbes@kelowna.ca

(Contractor Representative)

Attention: Roy Grossman Service Stars F&B Services #202 - 539 Sutherland Avenue

Vancouver, British Columbia V1Y 5X3

Cell: 250-870-3863

Email: service.stars@yahoo.ca

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

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

SERVICE STARS F&B SERVICES dba Wafelic by its authorized signatory:	_	
Kon yeassur	APRILL	6,2014
Signature		
CITY OF KELOWNA by its authorized signatories:		

Date Executed:

Appendix A - Insurance Requirements

1. <u>Contractor To Provide</u>

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

2. <u>Insurance</u>

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

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

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

3. The City Named As Additional Insured

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

4. **Contractor's Subcontractors**

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

5. Certificates of Insurance

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

6. Other Insurance

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

7. Additional Insurance

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

8. **Insurance Companies**

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

9. Failure to Provide

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

10. Non-payment of Losses

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

APPENDIX A-1



CERTIFICATE OF INSURANCE

City staff to complete prior to circulation

int Name	Title			Con	npany (Insurer or Broker)
sole responsibility The City of Kelowr	Reimbursement Clau of the Insured name na is named as an Add	se contained i d above. ditional Insure	n the policy sl d.	hall not apply	to reflect the following: I to the City of Kelowna and shall be the
					\$ <u>2,000,000</u> Inclusive
Section 2 Automobile Liability					Bodily Injury and Property Damage
 Contractor's Protective Personal Injury; Contingent Employer's Liability; Broad Form Property D Non-Owned Automobile Cross Liability Clause. 	amage;				
 Products/Completed Operations; Blanket Contractual; 					\$ Aggregate \$ Deductible
Comprehensive General Lial including:	bility				\$ <u>2,000,000</u> Inclusive
Section 1	Nui	nber		,	Bodily Injury and Property Damage
Type of Insurance			Policy Effective	y Dates Expiry	Limits of Liability/Amounts
Education and nature of op-	eration and/or contra	ict reierence (o which this C	eruncate app	nies:
Location and nature of op-	eration and/or contra	ct reference to	n which this C	ertificate ann	diec.
Ado	dress:				
<u>Broker</u> Na	me:				
Add	dress:				
	me:				
Kelowna	•	P	roject/Contra	ct/Event:	
1.7.1		1 1	ant Contact.		

APPENDIX B - SCOPE OF SERVICES

General Scope of Services of the Contractor

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

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

- 1. The City will provide the concession pad serviced with power only.
- 2. The vehicle must be fully self-contained and not exceed 24 feet in length.
- 3. A total of three (3) mobile food concession vehicles will be operating.
- 4. The Contractor is to supply the mobile food concession service for a three (3) year period with the option of extending for an additional two (2) one (1) year terms at the sole discretion of the City:
 - a) the extension, if offered, will retain all of the terms and conditions
 - of the original contract or subsequent extension;
 - b) such extension will be negotiated at the sole option of the City on basis of the rental rate not being less than the rent bid for 2014.
- Day weekend where a minimum daily operation must be from 10:00 am through 8:00 pm, weather permitting. The minimum hours of operation outside the core operating period (from the first weekend in May up to the last weekend in June, and the first weekend after Labour Day through the last weekend of September) will be at the Contractor's discretion, but no less than 12:00 noon to 4:00 pm, 7 days per week, weather permitting.
- 6. The Contractor will remove the vehicle / trailer from the site each day. The City will not provide additional parking for the Contractor's vehicle if the Contractor tows a concession trailer. The Contractor will coordinate with the other two (2) concession operators for a smooth daily transition in and out of the concession area. No Contractor may block access or egress to and from the concession site.
- 7. The Contractor will pay for all permits, taxes and licences.
- 8. The Contractor shall comply with all regulations regarding fire, traffic, safety and sanitation and shall acquire all necessary permits.

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

Appendix B-1

Healthy Food Choices - Check mark system

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

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

- Within the category of beverages, at least 50% of product choices will be from the Choose Most and Choose Sometimes categories. And up to 50% of product choices may be from the Choose Lease or Not Recommended categories.
- Within the category of foods, at least 70% of product choices will be from the Choose Most and Choose Sometimes categories, with no more than 35% of product coming from the Choose Sometimes category. And up to 30% of product choices may be from the Choose Least or Not Recommended categories, with no more than 15% from the Not Recommended category.

APPENDIX C - FEE SCHEDULE

Initial Term - 2014 to 2016

2014

The contractor acknowledges and agrees to pay to the City of Kelowna the total sum of \$1,500.00 for May 15th to September 15, 2014 plus GST. Payment will be on or before as follows:

Total Instalment

```
June 15, 2014 $375 +5% (tax) $18.75= $393.75

July 15, 2014 $375 +5% (tax) $18.75= $393.75

August 15, 2014 $375 +5% (tax) $18.75= $393.75

September 15, 2014 $375 +5% (tax) $18.75= $393.75
```

Donations: 1% of top line revenue to the Kelowna Food Bank; City Park Appreciation Month in September 2014

2015

The contractor acknowledges and agrees to pay to the City of Kelowna the total sum of \$1,700.00 for May 15th to September 15, 2015 plus GST. Payment will be on or before as follows:

Total Instalment

June 15, 2015	\$425 +5% (tax) \$21.25= \$446.25
July 15, 2015	\$425 +5% (tax) \$21.25= \$446.25
August 15, 2015	\$425 +5% (tax) \$21.25= \$446.25
September 15, 2015	\$425 +5% (tax) \$21.25= \$446.25

Donations: 1% of top line revenue to the Kelowna Food Bank; City Park Appreciation Month in September 2015

2016

The contractor acknowledges and agrees to pay to the City of Kelowna the total sum of \$1,900.00 for May 15th to September 15, 2014 plus GST. Payment will be on or before as follows:

Total Instalment

```
June 15, 2016 $475 +5% (tax) $23.75= $498.75

July 15, 2016 $475 +5% (tax) $23.75= $498.75

August 15, 2016 $475 +5% (tax) $23.75= $498.75

September 15, 2016 $475 +5% (tax) $23.75= $498.75
```

Donations: 1% of top line revenue to the Kelowna Food Bank; City Park Appreciation Month in September 2016

APPENDIX D - PREMISE



Appendix E - Mobile Food Vending Concession Bid Service Stars F&B Services (March 26, 2014)

City of Kelowna Cold Sands Beach (City Park) - Mobile Food Concession Bid

Date:

March 26th, 2014

Attention:

Ron Forbes, RPA

Property Manager City of Kelowna

Real Estate and Building Services

CC:

Tammy Abrahamson, RPA

Property Officer

Real Estate and Building Services

Stephanie Alexander Administrative Clerk

Real Estate and Building Services

Submitted By:

Roy Grossman

Business Name:

Service Stars F&B Services

Business License #:

71096

Registered Partners:

Roy Grossman* / Dave Polowy

Contact:

H: 250-868-9659

C: 250-870-3863

Address:

E-mail: service.stars@yahoo.ca #202-539 Sutherland Avenue

Kelowna, BC V1Y 5X3

Introduction:

Thank you for the opportunity to bid on the Cold Sands Beach (City Park) – Mobile Food Concession. The bid format is laid out in "bullet statements" to ease the evaluation process. Enjoy, and if you have any further questions please do not hesitate to call.

Bid Document Outline - Section Breakdown

- 1) Relevant experience, qualifications and successes (30)
- 2) Proposed food items and proposed prices (35)
- 3) Overall proposal for operating a high quality, service oriented venture (20)
- 4) Total value of proposal to the City (15)
- 5) Submission Documents
- 6) References

Section One: Relevant experience, qualifications and successes

Experience

- Currently operate Hot Sands Beach Concession, Kelowna City Park [Since 2012]
- Wafelicious Cart Operation (City of Kelowna Winter Contract) located at the Outdoor Skating Rink at Stuart Park, Kelowna. [Since 2011]
- Kelowna Riding Club Equi-Life Show Series (Spring & Fall events Event Concession)
- McMillan Farms ...Pumpkin Patch (October 2011 & 2012 Event Concession)
- 2014 Hunter / Jumper Summer Classic (KRC) Will be providing all F&B needs to the thousand plus participants and spectators.

Qualifications

- Roy Grossman held senior management positions with Pan Pacific Hotels, Delta Hotels and Milestones Restaurants. All quality proven Guest service focused operations.
- Instructed Hospitality Management at Imperial Hotel Management College

Successes

- Overall Guest feedback on food quality and value at all locations of operation has been consistently high. "The passion for the food really shows through".
- Perfected the "Art of Guest Interaction"... the ability to enhance the Guests visiting experience in three minutes or less.
- Give back to the Community event... in February 2012 & 2013, Wafelicious & Valley
 First held a "Random Act of Kindness" (Blue Blitz) at Stuart Park Outdoor Rink. 200
 skaters and visitors were treated to a complimentary Hot Chocolate and Liege Wafel.
- Have demonstrated the management a solid recycle program and have maintained a clean community environment while operating concession venues.

Section Two: Proposed food items and proposed prices

The Menu Strategy

- The Wafelicious menu has been updated for 2014. The most significant change is the
 addition of "Belgian Frites" and the "Savoury Wafel". These changes have kept us true
 to the original concept yet the menu has now evolved to appeal to the desires of a broader
 market. *See full menu copy attached.
- The menu respects the City of Kelowna "Healthy Food Choices" Guidelines. *See attachment "Menu Analysis Cold Sands Bid". The menu reflects a great balance of choices from the "not so healthy yet delicious" to "delicious yet healthy". We are currently working to develop "gluten free" variations of existing menu items.

Pricing

- Competitive pricing allows affordable dining for single guest or families.
- All menu items designed to be of great perceived value.
- Accept INTERAC [Debit] for convenience.

Section Three: Overall proposal for operating a high quality, service oriented venture

- All employees to be trained to the highest level of Guest Service. The training program
 has been designed to teach front-line employees the skills and techniques that comprise
 the basics of service professionalism.
- The "Wafelicious ...crafted street-food" mission is to enhance the visitors experience to City Park. All employees in the food service operation will maintain a vigilant "Guest Focus" attitude and take an active role as "Ambassador to the City of Kelowna".
- Will maintain a stock of Tourism Information material in the Wafelicious operation.
- No compromise "Quality Product" focus will be achieved through training of each employee.
- Food and beverage products used in the Wafelicious Operation will be sourced from local purveyors when at all possible. New menu items will be featured as the harvest comes into season.
- All "to go" food service materials will be recyclable or compost able. All employees will be vigilant in maintaining a clean environment in and around the Cold Sands Beach location.
- Provide additional on-site recycling and garbage containers.

Section Four: Total value of proposal to the City

The Offer to the City of Kelowna

- YEAR ONE: May 15th to September 15th, 2014
 ✓ \$1,500 for complete season plus GST (Paid in four (4) equal installments.)
- YEAR TWO: May 15th to September 15th, 2015
 ✓ \$1,700 for complete season plus GST (Paid in four (4) equal installments.)
- YEAR THREE: May 15th to September 15th, 2016
 ✓ \$1,900 for complete season plus GST (Paid in four (4) equal installments.)
- YEAR FOUR & FIVE: To be negotiated.

Give Back to the Community

- One percent of net sales to be contributed to the Kelowna Community Food Bank.
- City Park Appreciation Month... a limited amount of vouchers* [*Signature Wafel & Beverage] to be distributed to Regular City Park Guests as a thank you for their support throughout the season. Vouchers are distributed during the season and will be redeemed during the month of September.

Section Five: Submission Documents

- City of Kelowna Business License (Copy to be provided)
- Work Safe BC Coverage Account # 866228-AA (Proof of coverage to be provided)
- Insurance Coverage (5M Liability) in place City of Kelowna named as Additional Insured.
 (Copy to be provided)
- Food Safe Certification Completion February 7, 2011 (Copy to be provided)

Section Six: References

Kelly Watt

General Manager - Sandman Hotel & Suites Kelowna

Kelowna Hotel Motel Association – Secretary of the Board Thompson Okanagan Tourism Association – Board Member

Direct:

250.980.3150

E-mail:

kwatt@sandman.ca

Brian & Elly Bonsma

Owners - SpeedPro Signs - Kelowna

Direct:

250.861.1897

E-mail:

brian@speedprosignskelowna.com

McMillan Farms

Contact:

Ron McMillan

e-mail:

rcmcmillan@shaw.ca

Equi-life Sport Horses (Kelowna Riding Club)

Contact:

Jesse Legroulx

e-mail:

jesselegroulx@hotmail.com

Attachments:

- 1. Menu Analysis: Wafelicious ...cvafted street-food [Cold Sands Bid] *One Page
- 2. **Menu Copy:** Full listing of menu offerings. *Two Pages

	Food Items:	Most	Sometimes	Least	Not Recom.		Price ST Incl.)
Sweet	Liege Wafel		1			\$	5.00
Side	Bacon Wafel			1		\$	7.00
	Wafel Bites		1			\$	6.00
	Wafel Ice Cream Sandwich			1		\$	7.00
	Farm Gate Fruit Compote (Okanagan Fruits)	1				\$	2.00
	Valley Apple Pie (Local Granny Smith Apples)	1				\$	3.00
	Caramel Banana Split	-	1			\$	3.00
	Strawberries & Cream Drizzle Options [Chocolate, Dulce, Speculoos] *Prices Vary	1		4		\$	3.00
	Drizzle Options [Chocolate, Duice, Speculoos] Prices Vary Drizzle Options [Maple Syrup, Nutella] *Prices Vary	1		1		\$	1.50
	Dilzzie Opuolis [iviapie Syrup, Nuteria] Frices vary	- '				Þ	1.50
Savoury	the Wafel Drot // earl Protugrat Opins Jam Cormon Mustard	-	1			•	0.00
-	the Wafel Brat (Local Bratwurst, Onion Jam, German Mustard)	1	1			\$	8.00
Side	the Grilled Cheese Wafel (Smoked Cheddar, Bacon, Granny Smith Apple)		1			\$	8.00
	the Chicken & Wafel (Pan Seared Chicken, Roast Corn Salsa)	1	1			\$	8.00
	Vegetarian* Chili (*Vegan / Gluten Free with NO toppings) Topped with Sour Cream, Cheese, Cilantro with tortilla Chips)	1			-	\$	6.00
	Hot Dog (1/3lb All Beef)	-	1			\$	4.50
	Smokie (Local Grass Fed Chicken & Pork Smokie - guten free)	-	1			\$	6.00
	gaton noo)					-	0.00
Frites	Classic Yukon Gold				1	\$	4.00
(Fries)	Sweet Potato				1	\$	5.00
(1.100)	served with Sweet Basil Aioli, Chipotle Aioli or Mayonnaise			-		Ψ	5.00
	out ou mai on out basin main, on pour main or majorimaiso						
Snacks	Chips / Small Snack (Gluten Free / Healthy) *Price Varies	1				\$	2.00
Onaono	Chips / Small Snack *Price Varies	-		1		\$	2.00
	Fresh Veg & Ranch Dip	1		· ·		\$	3.50
	Thick Slice Watermelon	1				\$	2.00
	Whole Fruit (Banana, Apple, Fruit in Season)	1				\$	2.00
	Granola Bars		1			\$	2.00
	Fresh Fruit & Yogurt Parfait (with Granola)	1				\$	5.00
Ice	Fruttare Fruit & Milk Bars		1			\$	2.25
Treats	Full Selection Magnum, Klondike, Reese, Cyclone, Firecracker,			1		\$	4.00
	Creamsicle, Fudgsicle *Prices Vary						
	KID Selection Maynards, Popsicle, Hello Kitty, SpongeBob, Freezie			1		\$	3.00
	*Prices Vary						
	** Analysis does not include Daily Features Goal will be to have ONE Healthy Option Feature included						
		10	10	6	2		28
	Food - Menu Mix:	36%	36%	21%	7%		
			1%	100000000000000000000000000000000000000	9%		
		70% or r	nore total	30% or	less total		
	**City of Kelowna Expectations:		35% or		15% or		
			less		less		
	Beverage Items:						
Cold	Soft Drinks (Pepsi Products)				1	\$	2.50
	Zevia Soft Drinks (Healthy Option)		1		*	\$	3.00
	Ice Tea			1		\$	2.50
	Juice (Apple, Orange & Strawberry Kiwi)	1				\$	2.25
	Water (500ml \$2 / 710ml \$2.50)	1				\$	2.25
Het	Chocolate & Plain Milk	1				\$	2.50
Hot	Brewed Coffee (12oz \$2.25 / 20oz \$2.75)	-		1		\$	2.25
	Tea (Camameille, Peppermint, Green & Earl Grey)		1	4		\$	2.00
	Hot Chocolate (Adult \$3.25 / Kids \$2.25)	3	2	3	1	\$	3.25
	Beverage - Menu Mix:						J
	Borolago - mona mixi	33%	22% 5%	33%	11% !%		
				E LHYEN	277-31		
	**City of Kelowna Expectations:	50)%	50	1%		



2014 "Cold Sands Beach" Menu Offerings...

Savoury side

Hot Dog

1/31b. all beef dog on a stramed roll.. caramelized onions optional

Smokie

steamed roll, topped with caramelized locally sourced smokile served on a

"Make it a combo" add 52 add extra 51 Dog or Smokie with cillips & choice of beverage", "choice of soft drink, ce tea, juice, water, coffee or tea

B SAVOULT VIVIATEL

freshly baked, lightly sweet, buttery brioche flavouri... "the Wafel goes llavoury

the Wafel Brat

a traditional Bratwurst on a bed of onion jam, topped with mildly sharp German

the Grilled Cheeses Wafel... 8 aged cheddar with crisp Granny Smith apple & smoked bacon

crisp Southern crusted Chicken schnitzel, Tabasco cream, topped with a roasted the Chicken & Wafel... corn & maple bacon salsta

the fresh sheet

check it out for Wafel inspiration..

Prices Include tax

classic Liege Wafel... this one's great on it's own... or add a Dinges

the Bacon Liege... the classic Liege filled with crisp smoked bacon Wafe | Bites... four mini classic Liege dusted with cinnamon sugar & a hint of pure maple syrup

Wafel Ice Cream Sandwich... classic uege, French Yanilla

Mafel III Dinger [ding-gut].

the Liege Wafel...

Selgian Street Wafel...rich, dense, chewy... unique shaps

Hot Beverage...

12oz 2.25 20oz 2.75 Tea... Earl Grey, Chamomile, Green Tea Coffee... fresh brewed

SWeet

Valley Apple Pie... you the releng Farm Gate Fruit Compote. Caramel & Banana Split... add Premium Dinges*

3

Strawberries & Cream...

Duice de Leche add Drizzles... make it your ow Chocolate 1.5

Nutella 2 Whipped Cream Pure Maple Syrup 1 Speculoos 2

*Mix & Match option 2.5

Cold Beverages.

Soft Drinks... ke cold, assorted choice

New! for 2014

and "Okanagan Style" ...the Savoury Wafel Belgian Frites

Wafelicious street food

City Park, Kelowna British Columbia

double fried for extra crispiness... All Frites are cut fresh daily and

Sweet Potato Frites Classic Yukon Gold

*Add house mayonnaise... Sweet Basil, Chipotle or Plain

.50 cents

Healthy, Gluten Free & Traditional) Fresh Fruit & Yogurt Parfait Chip Selection ...prices vary Fresh Cut Veg & Ranch Dip Thick Slice Watermelon Granola Bar Whole Fruit

Cold Treats *... Prices Vary

Magnum... Classic, Almond, Double Caramel & Gold Klondike Chocolate & Strawberry

Sour Cream, Cheese & Cilantro.

Served with Tortilla Chips...

Wafelicious

House made chili topped with

vegetarian Chili

Reese, Creamsicle & Fudgsicle

Cyclone & Firecracker

Popsicle... Cherry & Grape

Hello Kitty & SpongeBob

Classic Freezie Pop

Fruit & Milk Bar Fruttare ...

accepted

'Menu Copy: 2 of 2 |*To be reformatted for operational use]

City Park, Kelowna

British Columbia

CITY OF KELOWNA BYLAW NO. 10935

Road Closure and Removal of Highway Dedication Bylaw (Portion of Lane between Cambridge and Central 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 between Cambridge and Central 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 965.8 m² shown in bold black as Closed Lane on the Reference Plan prepared by Colin M. Ferguson, 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 31st day of March, 2014.

Adopted by the Municipal Council of the City of Kelowna this

Mayoı
City Clerk

Bylaw No. 10935 - Page 2

Schedule "A"

