

City of Kelowna

Regular Council Meeting

AGENDA



Monday, June 9, 2014

1:30 pm

Council Chamber

City Hall, 1435 Water Street

Pages

1. Call to Order

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

2. Confirmation of Minutes

4 - 11

Regular PM Meeting - May 26, 2014

3. Development Application Reports & Related Bylaws

3.1 Rezoning Application No. Z14-0014 - 890 Mayfair Avenue, Henry & Ingrid Jenzen

12 - 28

The purpose of the application is to consider a rezoning to add the 'c' designation to the RU1 - Large Lot Housing zone of the subject property in order to convert an existing accessory building into a carriage house.

3.1.1 Bylaw No. 10972 (Z14-0014) - 890 Mayfair Road, Henry & Ingrid Jenzen

29 - 29

To give Bylaw No. 10972 first reading.

3.2 Rezoning Application No. Z14-0015 - 2248 Abbott Street, Susan Bennett

30 - 45

The purpose of the application is to consider a rezoning from RU1 – Large Lot Housing zone to the RU6 – Two Dwelling Housing which would allow a duplex to be built on the subject property.

3.2.1 Bylaw No. 10973 (Z14-0015) - 2248 Abbott Street, Susan Bennett

46 - 46

To give Bylaw No. 10973 first reading.

3.3 Official Community Plan Bylaw Amendment Application No. OCP13-0003 and

47 - 62

Rezoning Application No. Z13-0004 - 1800 Crosby Road, DRS Ventures Ltd.

The applicant is proposing to amend the future land use and zoning to accommodate a 12 lot development on a portion of the subject property in the Glenmore area.

- 3.3.1 Bylaw No. 10960 (OCP13-0003) - 1800 Crosby Road, DRS Ventures Ltd.** 63 - 64
To amend Bylaw No. 10960 at first reading.
- 3.3.2 Bylaw No. 10961 (Z13-0004) - 1800 Crosby Road, DRS Ventures Ltd.** 65 - 66
To amend Bylaw No. 10961 at first reading.
- 3.4 Agricultural Land Reserve Appeal Application No. A13-0012 - 1740-1760 KLO Road, Brenda & William Berard** 67 - 93

The applicant is requesting permission from the Agricultural Land Commission (ALC) for a "*Subdivision of agricultural land reserve*" under Section 21(2) of the Agricultural Land Commission Act. The subdivision is more specifically a "Homesite Severance" request as per Policy #11 – Homesite Severance on ALR Lands, and the addition of a park for ecological preservation.
- 3.5 Agricultural Land Reserve Appeal Application No. A14-0004 - 4410 Wallace Hill Road, Blair & Kelly Wilson** 94 - 114

To obtain approval from the Agricultural Land Commission (ALC) under Section 20(3) of the ALC Act for a "non-farm use" within the Agricultural Land Reserve (ALR) to permit the activity of an apple vodka distillery and tasting room to complement their apple orchard.
- 4. Bylaws for Adoption (Development Related)**
- 4.1 Bylaw No. 10946 (Z14-0011) - 412 Christleton Avenue, David & Pamel Watland** 115 - 115

To adopt Bylaw No. 10946 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. Non-Development Reports & Related Bylaws**
- 5.1 City Park Water Concession** 116 - 257

To obtain Council support to enter into a three (3) year License of Occupation, with two (2) one year (1) renewal periods (attached as Schedule A), for a City Park non-motorized water activity concession with Kelowna Wubit.
- 5.2 Mill Street Road Closure** 258 - 260

To transfer a portion of excess City roadway to Westcorp Holyrood Developments Ltd. and 1324632 Alberta Incorporated (collectively, the

“Purchaser”) to be consolidated with their property for the construction of a hotel.

- 5.2.1 Bylaw No. 10971 - Road Closure Bylaw, Portion of Road adjacent to 235 Queensway 261 - 262

To give Bylaw No. 10971 first, second and third readings.

- 5.3 Rescind Loan Authorization Bylaw No 10582 - Electrical System Upgrades 263 - 264

To rescind Bylaw No. 10582 Loan Authorization Bylaw for the Electrical System Upgrades as it is no longer required.

- 5.3.1 Bylaw No. 10908 - A Bylaw to Rescind Loan Authorization Bylaw No. 10582 265 - 265

To give Bylaw No. 10908 first, second and third readings.

6. Bylaws for Adoption (Non-Development Related)

- 6.1 Bylaw No. 10958 - Road Closure Bylaw, Portion of Bird Road 266 - 267

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

To adopt Bylaw No. 10958 in order to authorize the City to permanently close and remove the highway dedication of a portion of highway on Bird Place.

- 6.2 Bylaw No. 10966 - 784 Elliot Avenue, Heritage Building Property Tax Exemption Bylaw 268 - 274

To adopt Bylaw No. 10966 in order to exempt eligible heritage property from taxation.

7. Mayor and Councillor Items

8. Termination



City of Kelowna

Regular Council Meeting

Minutes

Date: Monday, May 26, 2014
 Location: Council Chamber
 City Hall, 1435 Water Street

Members Present Mayor Walter Gray*, Councillors Colin Basran, Andre Blaneil, Maxine DeHart, Gail Given, Mohini Singh, Luke Stack* and Gerry Zimmermann

Members Absent Councillor Robert Hobson

Staff Present City Manager, Ron Mattiussi*; Acting City Manager, Doug Gilchrist*; City Clerk, Stephen Fleming; Park & Building Planning Manager, Terry Barton*; Active Living & Culture Divisional Director, Jim Gabriel*; RCMP Superintendent Nick Romanchuk*; Subdivision, Agriculture & Environment Services Manager, Todd Cashin*; Subdivision, Agriculture & Environment Planner, Melanie Steppuhn*; Urban Planning Manager, Ryan Smith*; Long Range Policy Planning Manager, Gary Stephen*; Financial Services Manager, Keith Grayston*; Financial Services Director, Genelle Davidson*; Regional Planning Manager, Rafael Villarreal*; Accountant, Matt Friesen*; Capital Assets & Investments Manager, Joel Shaw*; Sustainability Coordinator, Tracy Guidi*; and Council Recording Secretary, Arlene McClelland

1. Call to Order

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

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

2. Confirmation of Minutes

Moved By Councillor Singh/Seconded By Councillor DeHart

R355/14/05/26 THAT the Minutes of the Regular Meeting of May 12, 2014 be confirmed as circulated.

Carried

3. Public in Attendance

3.1. Presentation of PIBC Award, re: 2014 Gold Award, Award of Excellence

Terry Barton, Park & Building Planning Manager

- Presented Council with the PIBC's 2014 Gold Award of Excellence in Planning Practice in recognition of the Bernard Avenue Revitalization Project.

3.2. Cory Krist, General Manager, H2O Adventure & Fitness Centre, re: Annual Report

Jim Gabriel, Active Living & Culture Divisional Director

- Introduced Cory Krist, General Manager, H2O Adventure & Fitness Centre

Cory Krist, General Manager, H2O Adventure & Fitness Centre

- Displayed a Power Point Presentation of the Annual Report.
- Responded to questions from Council.

The City Manager joined the meeting at 1:40 p.m.

3.3. Richard Rosenthal, Chief Civilian Director, Independent Investigations Office of BC

Richard Rosenthal, Chief Civilian Director

- Displayed a Power Point Presentation and responded to questions from Council.

The City Manager departed the meeting at 2:22 p.m.

Acting City Manager, Doug Gilchrist joined the meeting at 2:27 p.m.

3.4. Superintendent Romanchuk, re: Policing Report

Superintendent Romanchuk

- Introduced Gord Stewart as Operations Inspector.
- Displayed a Power Point Presentation and responded to questions from Council.

4. Development Application Reports & Related Bylaws

4.1. Agricultural Land Reserve Appeal Application No. A14-0002 - 1980, 1982-1984, 2048 and (N of) Union Road, Union Road Properties Ltd. et al

Councillor Stack declared a conflict of interest as the Society of Hope owns substantial properties across from the subject property and left the meeting at 3:01 p.m.

Staff:

- Displayed a Power Point Presentation and responded to questions from Council.

Mayor invited the Applicant or Applicant's Representative to come forward.

Bob Elliot, Co-owner

- Displayed a Power Point Presentation and responded to questions from Council.

Grant Maddock, Protech Consulting Ltd.

- Responded to questions from Council.

Moved By Councillor Singh/Seconded By Councillor Zimmermann

R356/14/05/26 THAT Agricultural Land Reserve Appeal Application No. A14-0002 for Lot A, Section 4 TWP 23 ODYD Plan KAP75150; Lot B Section 4, TWP 23, ODYD Plan KAP 75150; Lot 12 Block 5 Section 4 TWP 23 ODYD Plan 896 Except Plans H8323 and

H14719; and that part of Lot 12 Block 5 Section 4 TWP 23 ODYD Plan 896 shown outlined in green on Plan H8323 (PID 025-283-995); that part of Lot 12 Block 5 Section 4 TWP 23 ODYD Plan 896 shown as parcel 12 on Plan H8323 (PID 025-283-979), located at 1982-1984 Union Road, 1980 Union Road, 2048 Union Road, and (N of) Union Road for exclusion, pursuant to Section 30(1) 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.

Defeated

Mayor Gray, Councillors, Blanleil, Basran, Given, DeHart and Zimmermann - Opposed

Moved By Councillor Zimmermann/Seconded By Councillor Basran

R357/14/05/26 THAT Agricultural Land Reserve Appeal Application No. A14-0002 for part of Lot 12 Block 5 Section 4 TWP 23 ODYD Plan 896 Except Plans H8323 and H14719; and that part of Lot 12 Block 5 Section 4 TWP 23 ODYD Plan 896 shown outlined in green on Plan H8323 (PID 025-283-995); that part of Lot 12 Block 5 Section 4 TWP 23 ODYD Plan 896 shown as parcel 12 on Plan H8323 (PID 025-283-979), located at part of 2048 Union Road, and 2 parcels (N of) of Union Road, in accordance with the City of Kelowna Future Land Use Plan and Map 2 - Permanent Growth Boundary shown in grey, for exclusion, pursuant to Section 30(1) of the Agricultural Land Commission Act, be supported by Municipal Council;

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

Carried

Councillor Singh - Opposed

Councillor Stack returned to the meeting at 3:56 p.m.

Mayor Gray stepped out of the meeting at 3:56 p.m.

Deputy Mayor Stack resided over the meeting at 3:56 p.m.

4.2. Official Community Plan Bylaw Amendment Application No. OCP14-0006 & Rezoning Application No. Z14-0008 - 560 & 562 McKay Avenue, 0781540 BC Ltd.

Staff:

- Displayed a Power Point Presentation and responded to questions from Council.

Mayor Gray returned to the meeting at 3:59 p.m. and resumed the Chair.

Moved By Councillor Basran/Seconded By Councillor Given

R358/14/05/26 THAT Official Community Plan Bylaw Amendment No. OCP14-0006 to amend Map 4.1 of the Kelowna 2030 - Official Community Plan Bylaw No. 10500, by changing the Future Land Use designation of Lot 12, District Lot 14, ODYD, Plan 3769, located at 560 McKay Avenue, Kelowna, BC; Lot 13, District Lot 14, ODYD, Plan 3769, located at 582 McKay Avenue, Kelowna, BC; and the portion of McKay Avenue to be closed adjacent to Lots 12 and 13, from the MRM - Multiple Unit Residential (Medium Density) designation to the MXR - Mixed Use (Residential/ Commercial) designation, as shown on Map "A" attached to the Report of the Urban Planning Department dated May 9, 2014, be considered by Council;

AND THAT Rezoning Application No. Z14-0008 to amend the City of Kelowna Zoning Bylaw No. 8000 by changing the zoning classification of Lot 12, District Lot 14, ODYD,

Plan 3769, located at 560 McKay Avenue, Kelowna, BC; Lot 13, District Lot 14, ODYD, Plan 3769, located at 582 McKay Avenue, Kelowna, BC; and the portion of McKay Avenue to be closed adjacent to Lots 12 and 13, from the RU6 - Two Dwelling Housing zone to the C4 - Urban Centre Commercial zone, as shown on Map "B" attached to the Report of the Urban Planning Department dated May 9, 2014, be considered by Council;

AND THAT Council considers the APC public process under OCP07-0032 and Z07-0093 to be appropriate consultation for the purpose of Section 879 of the Local Government Act, as outlined in the Report of the Urban Planning Department dated May 9, 2014;

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

AND THAT final adoption of the Zone Amending Bylaw be considered subsequent to the completion of a Purchase/Sale Agreement with the City, finalization of the road closure adjacent to Lots 12 & 13, District Lot 14, ODYD, Plan 3769 (560 & 582 McKay Avenue), and registration of the public access Right-of-Way agreement, to the satisfaction of the City of Kelowna;

AND THAT final adoption of the Zone Amending Bylaw be considered subsequent to the dedication of a 0.75 m widening of the north lane;

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

AND THAT final adoption of the Zone Amending Bylaw be considered subsequent to the registration of an agreement in the Land Titles Office, to the satisfaction of the City of Kelowna, securing the provision of six (6) required parking spaces on the property at 561 & 583 McKay Avenue upon its redevelopment;

AND THAT final adoption of the Zone Amending Bylaw be considered subsequent to the requirements of the Parks & Public Places Branch and Development Engineering Branch, as attached to the Report of the Urban Planning Department dated May 9, 2014, being completed to its satisfaction;

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

AND FURTHER THAT Bylaw No. 10246 and Bylaw No. 10245, for Rezoning Application Z07-0093 and for OCP Amendment Application OCP07-0032 respectively, be forwarded for rescindment consideration, and the files be closed.

Carried

4.2.1. Bylaw No. 10245 (OCP07-0032) - 560, 561, 582 & 583 McKay Avenue, 0781540 BC Ltd.

Moved By Councillor Given/Seconded By Councillor Stack

R359/14/05/26 THAT Bylaw No. 10245 be rescinded at third reading and the file be closed.

Carried

4.2.2. Bylaw No. 10246 (Z07-0093) - 560, 561, 582 & 583 McKay Avenue, 0781540 BC Ltd.

Moved By Councillor Stack/Seconded By Councillor Given

R360/14/05/26 THAT Bylaw No. 10246 be rescinded at third reading and the file be closed.

Carried

4.2.3. Bylaw No. 10968 (OCP14-0006) - 560 & 582 McKay Avenue, 0781540 BC Ltd.

Moved By Councillor Given/Seconded By Councillor Stack

R361/14/05/26 THAT Bylaw No. 10968 be read a first time;

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

Carried

4.2.4. Bylaw No. 10969 (Z14-0008) - 560 & 582 McKay Avenue, 0781540 BC Ltd.

Moved By Councillor Stack/Seconded By Councillor Given

R362/14/05/26 THAT Bylaw No. 10969 be read a first time.

Carried

5. Bylaws for Adoption (Development Related)

5.1. Bylaw No. 10917 (TA14-0002) - Medical Marihuana Production Facilities - Industrial Zones

Moved By Councillor Stack/Seconded By Councillor Given

R363/14/05/26 THAT Bylaw No. 10917 be adopted.

Carried

5.2. Bylaw No. 10920 - Medical Marihuana Producer Business Licence and Regulation Bylaw

Moved By Councillor Basran/Seconded By Councillor Blanleil

R364/14/05/26 THAT Bylaw No. 10920 be adopted.

Carried

5.3. Bylaw No. 10921 - Amendment No. 8 to Bylaw Notice Enforcement Bylaw No. 10475

Moved By Councillor Blanleil/Seconded By Councillor Basran

R365/14/05/26 THAT Bylaw No. 10921 be adopted.

Carried

5.4. Bylaw No. 10944 (TA14-0006) - Medical Marihuana Production Facilities - Industrial Zones

Moved By Councillor Basran/Seconded By Councillor Blanleil

R366/14/05/26 THAT Bylaw No. 10944 be adopted.

Carried

6. Non-Development Reports & Related Bylaws

6.1. Transit 2014/2015 Annual Operating Agreements

Moved By Councillor Stack/Seconded By Councillor DeHart

R367/14/05/26 THAT Council approve the 2014/2015 Annual Operating Agreements for conventional and custom transit services for the City of Kelowna;

AND THAT Council approve the amendment to the 2013/2014 Annual Operating Agreement for conventional transit;

AND THAT Council approve the Master Operating Agreement to be in effect June 1, 2014 to March 31, 2023;

AND FURTHER THAT the Mayor and City Clerk be authorized to execute all of these Operating Agreements between BC Transit, the City of Kelowna and FirstCanada ULC.

Carried

6.2. Security Issuing Bylaw - Lawrence Avenue Local Area Service

Moved By Councillor Given/Seconded By Councillor Zimmermann

R368/14/05/26 THAT Council approves borrowing from the Municipal Finance Authority of British Columbia, as part of their 2014 fall issue, \$345,000 as authorized through Loan Authorization Bylaw No. 10748 which authorized the construction of the local improvements.

AND THAT the Regional District of Central Okanagan be requested to prepare a security issuing bylaw with a 20 year term.

Carried

6.3. 2013 Household Travel Survey

Staff:

- Displayed a Power Point Presentation and responded to questions from Council.

Moved By Councillor Stack/Seconded By Councillor Basran

R369/14/05/26 THAT Council receives for information, the report from the Regional Planning Manager, dated May 7, 2014, regarding the results of the 2013 Household Travel Survey and trend comparison to the 2007 Household Travel Survey.

Carried

6.4. Copeland House - Heritage Tax Exemption

Moved By Councillor Singh/Seconded By Councillor Zimmermann

R370/14/05/26 THAT Council receives for information the report from the Department Manager of Policy and Planning dated May 26, 2014 regarding the Heritage Building Tax Incentive Agreement for the Copeland House at 784 Elliot Avenue;

AND THAT Bylaw No. 10966, being Heritage Building Tax Exemption Bylaw - 784 Elliot Avenue be forwarded for reading consideration;

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

Carried

6.4.1. Bylaw No. 10966 - 784 Elliot Avenue, Heritage Building Property Tax Exemption Bylaw

Moved By Councillor Basran/Seconded By Councillor Singh

R371/14/05/26 THAT Bylaw No. 10966 be read a first, second and third time.

Carried

6.5. Corporate Energy and GHG Emissions

Moved By Councillor Stack/Seconded By Councillor DeHart

R372/14/05/26 THAT Council receives, for information, the report from the Capital Assets and Investment Manager dated May 26th, 2014 with respect to corporate GHG emissions data and emission reduction projects.

Carried

6.6. Road Closure Bylaw - Portion of Road Near Bird Place

Moved By Councillor Singh/Seconded By Councillor Basran

R373/14/05/26 THAT Council receives the Report from the Manager, Real Estate Services dated May 20, 2014, recommending that Council adopt the proposed closure of a portion of road near Bird Place;

AND FURTHER THAT Bylaw No. 10958, being proposed closure of a portion of road near Bird Place be given reading consideration.

6.6.1. Bylaw No. 10958 - Road Closure Bylaw, Portion of Bird Place

Moved By Councillor Singh/Seconded By Councillor Basran

R374/14/05/26 THAT Bylaw No. 10958 be read a first, second and third time.

Carried

7. Mayor and Councillor Items

Councillor Stack:

- Inquired as to the timing of the North Clifton Area Structure Plan coming to Council.

Acting City Manager:

- Will circulate dates to Council.

8. Termination

This meeting was declared terminated at 4:59 pm

Mayor



City Clerk

DRAFT

REPORT TO COUNCIL



Date: 5/2/2014
RIM No. 1250-30
To: City Manager
From: Urban Planning, Community Planning & Real Estate (AC)
Application: Z14-0014 **Owner:** Jenzen, Henry & Ingrid
Address: 890 Mayfair Avenue **Applicant:** Jenzen, Henry
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. Z14-0014 to amend the City of Kelowna Zoning Bylaw No. 8000 by changing the zoning classification of Lot 9, District Lot 143, ODYD, Plan 24833, located on 890 Mayfair Avenue, 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 of the Development Engineering Branch being completed to their satisfaction.

2.0 Purpose

The purpose of the application is to consider a rezoning to add the 'c' designation to the RU1 - Large Lot Housing zone of the subject property in order to convert an existing accessory building into a carriage house.

3.0 Urban planning

Staff support the proposed rezoning to allow a carriage house on the subject property. The subject property has a future land use designation of Single / Two Unit Residential (S2Res) in the current Official Community Plan (OCP) and is currently zoned RU1. The property is within the Permanent Growth Boundary.

The proposed use is consistent with the OCP definition of S2RES as well as OCP Policy 5.22.12 "Carriage Houses & Accessory Apartments" which supports carriage houses and accessory apartments through appropriate zoning regulations. There are numerous RU6 & RU1c properties

along the west side of Mayfair Road. These properties and the proposed carriage house are located adjacent to existing and future industrial uses to the west. The applicant is aware that there may be impacts from ongoing or future industrial operations immediately adjacent.

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.

4.0 Proposal

4.1 Project Description

The applicant wishes to convert an existing accessory building into a carriage house.

4.2 Site Context

The subject property is approximately 990 m² in area. The subject property has residential areas located to the north, south, and east. The properties to the west are predominately zoned A1-Agricultural however they are utilized as existing and future industrial land uses. Specifically, the neighbouring land uses are as follows:

Orientation	Zoning	Land Use
North	RU1 - Large Lot Housing RU1c - Large Lot Housing with Carriage House RU6 - Two Dwelling Housing	Residential
East	RU1 - Large Lot Housing	Residential
South	RU1 - Large Lot Housing RU6 - Two Dwelling Housing	Residential
West	A1- Agriculture	Industrial

Subject Property Map: 890 Mayfair Road



4.3 Zoning Analysis Table

Zoning Analysis Table				
CRITERIA	RU1 ZONE REQUIREMENTS		PROPOSAL	
Development Regulations				
	Principal Bldg	Carriage House	Principal Bldg	Carriage House
Maximum Height	9.5 m or 2.5 storeys	4.5 m	5.5 m (1 story)	4.5 m
Minimum Front Yard Setback	4.5 m	9.0m	7.6 m	37.1 m
Minimum Side Yard (north) Setback	2.0 m for 1 / 1.5 storeys 2.3m for 2 / 2.5 storeys		1.8 m	9.9 m
Minimum Side Yard (south) Setback	4.5m for building / 6.0m for Garage		3.0 m	1.3 m
Minimum Rear Yard Setback	7.5 m	1.5 m	23.2 m	1.5 m
Site coverage of buildings	40 %		20.0 %	
Site coverage of all accessory buildings	14 % / 90.0 m ²		8.5 % / 84.7 m ²	
Site coverage of buildings, driveways & parking	50 %		<50.0 %	
Lot Area	550 m ²		990 m ²	
Lot Width	16.5 m		19.8 m	
Lot Depth	30.0 m		50.3 m	
Other Regulations				
Minimum Parking Requirements	2 stalls for SFD / 1 Stall for Carriage		3	
Distance between units	4.5 m		14.0 m	
Private Open Space	30 m ² / dwelling unit		46 m ² / dwelling unit	

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.

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).

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 Mayfair Rd.

7.0 Application Chronology

Date of Application Received: April 9th 2014
Date of Public consultation: May 15th 2014

Report prepared by:

Adam Cseke, Planner I

Reviewed by:

☐

Lindsey Ganczar, Supervisor - Urban Planning

Approved for Inclusion:

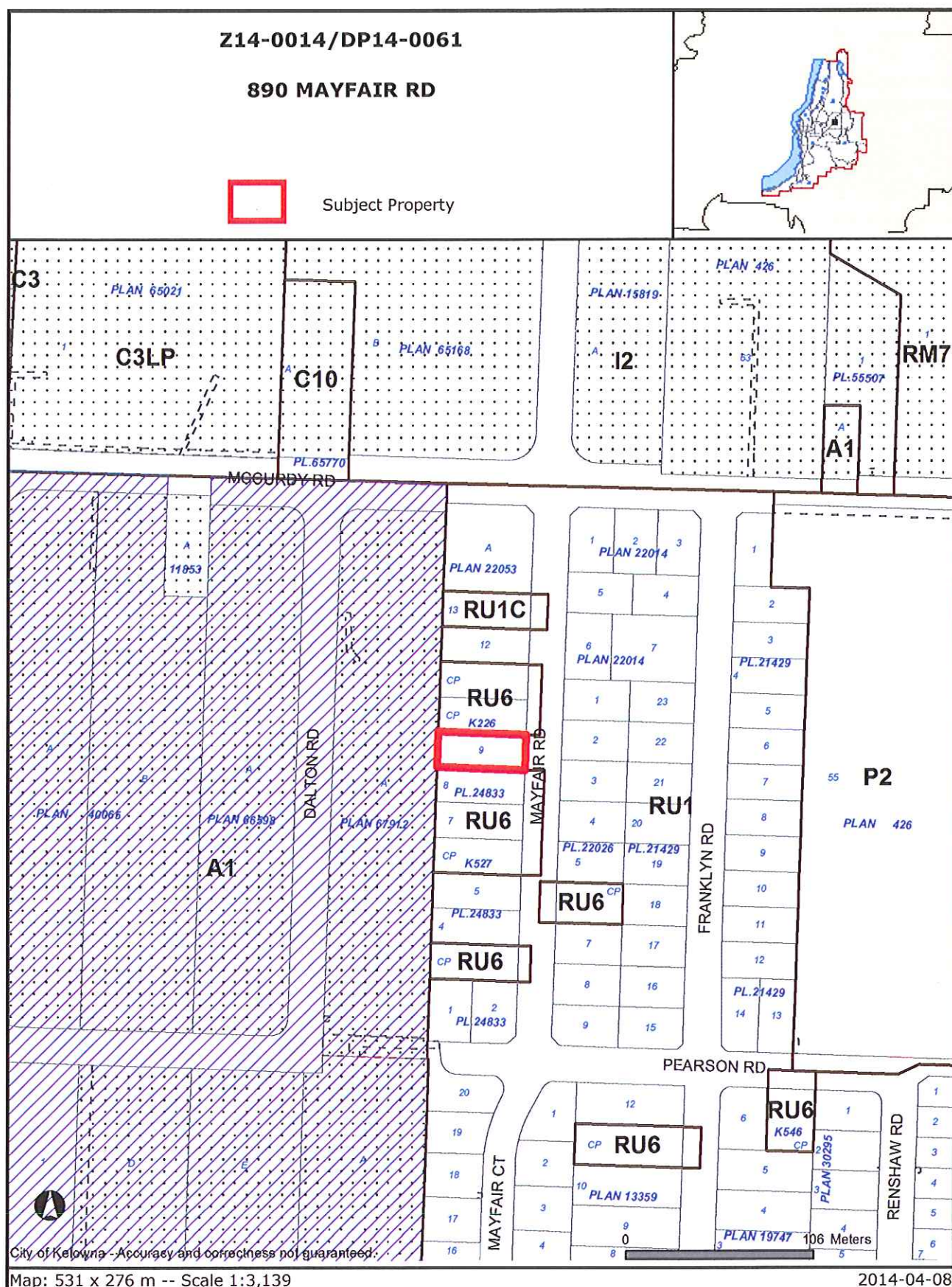
☐

Ryan Smith, Manager - Urban Planning

Attachments:

Application Package

Development Engineering Memo



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

CITY OF KELOWNA

MEMORANDUM

Date: April 24, 2014
File No.: Z14-0014
To: Urban Planning (AC)
From: Development Engineer Manager (SM)
Subject: 890 Mayfair Road – Lot 9, Plan 24833, D.L. 143, ODYD

The Development Engineering comments and requirements regarding this application to rezone from RU-1 to RU-1c (carriage) are as follows:

1. Subdivision

Provide easements as required

2. Domestic water and fire protection.

This development is within the service area of the Black Mountain Irrigation District (BMID). All the fees and charges are to be paid directly to BMID.

3. Sanitary Sewer.

The subject property is located within the Local Area Service (LAS) #20. The current Policy requires that all the LAS charges be cash commuted when the property is rezoned to a higher density. The pay-out charge for a house and a carriage house is 1 and ½ SFE. The current LAS #20 payout rate is \$3,530.47 per SFE and the total charge is in the amount of **\$5,295.71** the charge is valid until April 30, 2014. The charge should be paid prior to the preparation of taxes notices in order that the annual levy is not collected for 2014

4. Bonding and Levies Summary.

Levies

Local Service Area #20 charges

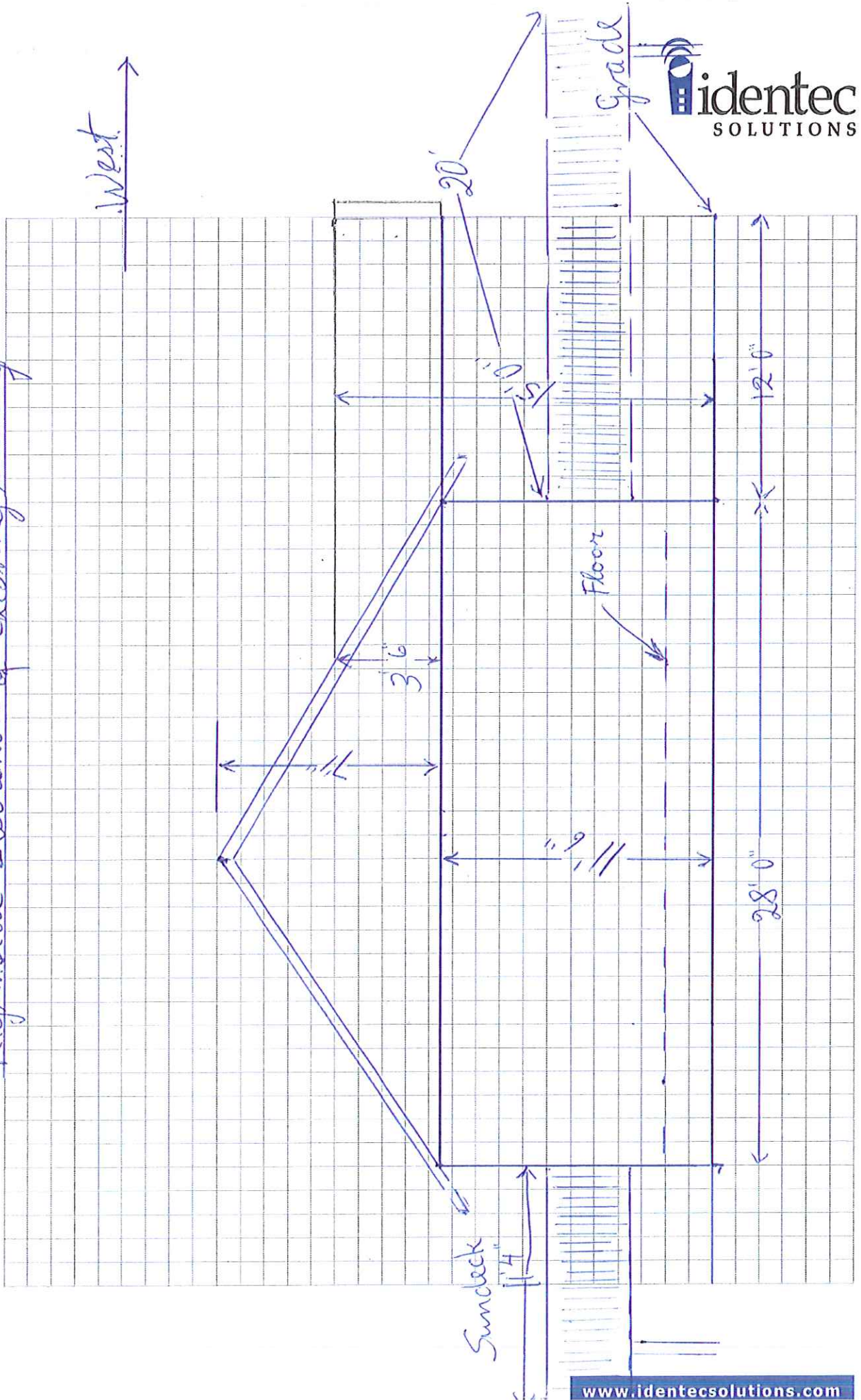
\$ 5,295.71
(valid until April 30, 2014)

Steve Muenz, P.Eng.
Development Engineering Manager

B²

Rightside Elevation of Existing building

West →



Application for Development Permit : Guy Coates 976 Lawrence Avenue, Kelowna, BC V1Y 6M2

Legal: Parcel 1 of Lot 9, Block 55, DL 138, Plan 262

COLOUR BOARD

Roofing Material: *Durobit* shingles Colour: Black

Main Exterior Material: Vinyl Colour: *Grey* *White*

Corner Window & Door Trim: Vinyl Colour: *Cream or off yellow?*

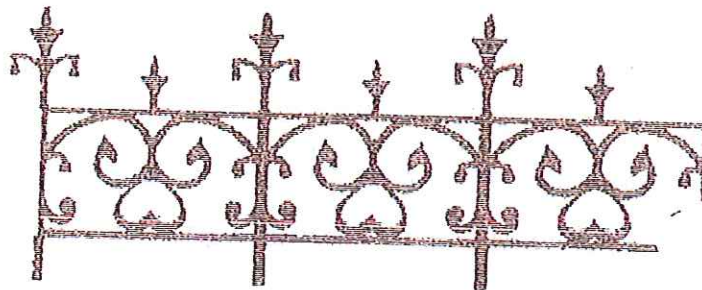
Roof Railings ~~surmounted onto Mansard roof/soffit~~ to be made of ~~anodized aluminum~~ *Vinyl*

Colour of front door *White*

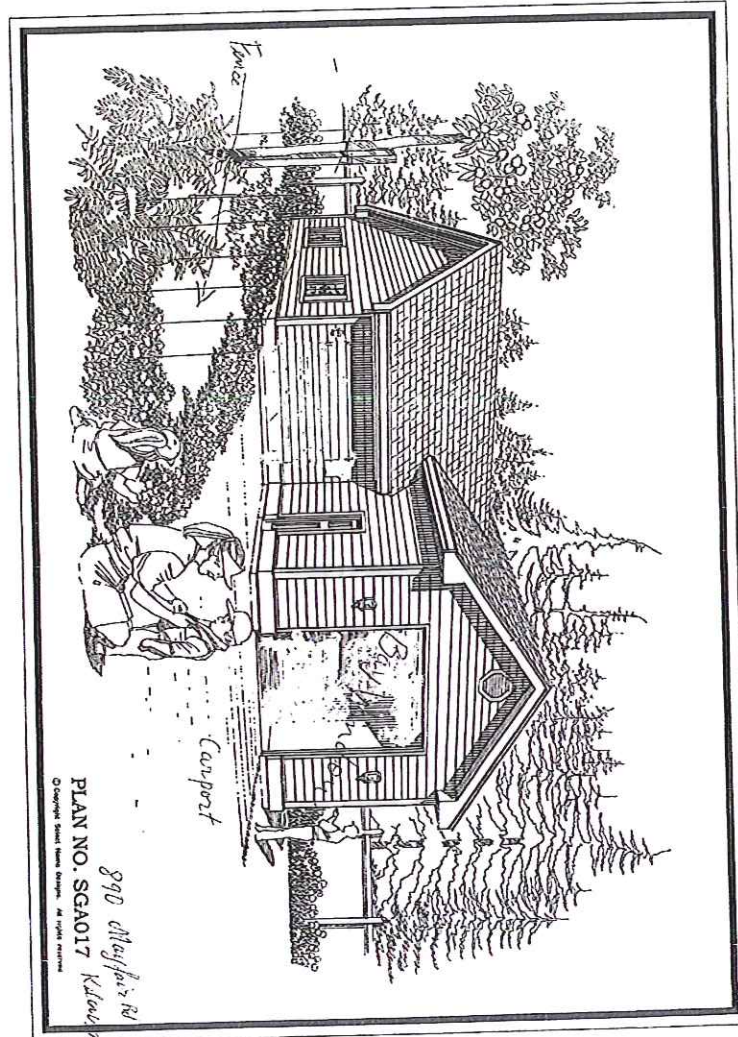
Railings White and of 2x2 with 2x6 top.

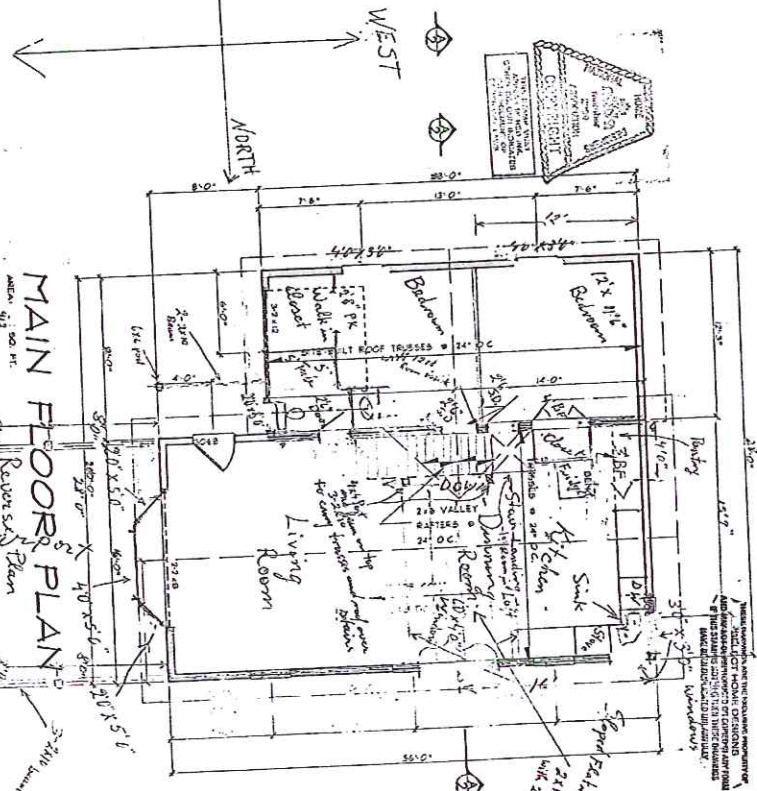
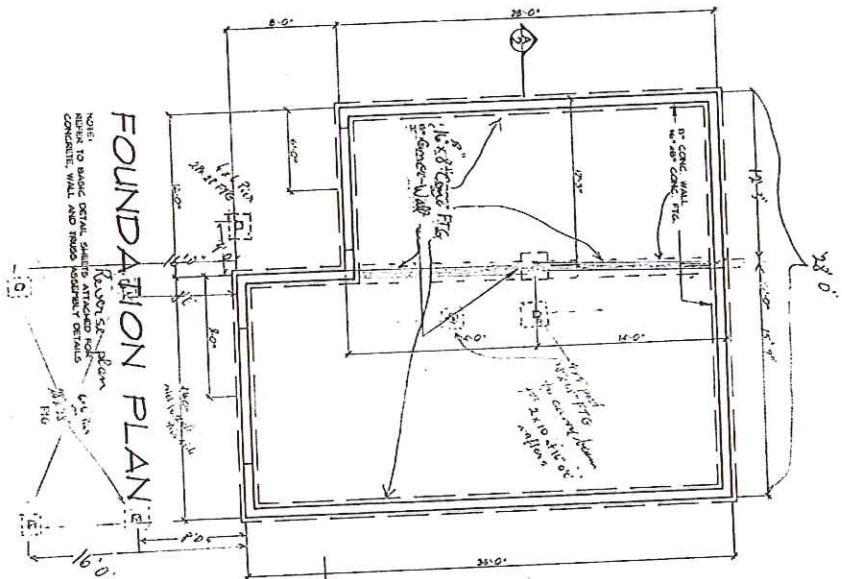


Style No. 462NC



SELECT HOME DESIGNS





AT THE TIME OF PREPARATION, THIS PLAN WAS BASED ON THE INFORMATION PROVIDED BY THE CLIENT. THE ARCHITECT ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF THE INFORMATION PROVIDED BY THE CLIENT. THE ARCHITECT ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF THE INFORMATION PROVIDED BY THE CLIENT.

AL CONSTRUCTION COMPANY
10000 N. 10TH AVE. SUITE 100
DENVER, CO 80231
TEL: 303.733.1111
WWW.ALCONSTRUCTION.COM

8700
Mayfair Rd
Kilburna B.C.

IMPORTANT - PLEASE READ

Before construction begins, the owner should obtain all necessary permits and approvals from the local authorities. The architect is not responsible for the accuracy of the information provided by the owner. The architect is not responsible for the accuracy of the information provided by the owner.

ELECTRICAL SCHEDULE

1. All electrical work shall be in accordance with the National Electrical Code (NEC) and the local electrical code.

2. All electrical work shall be done by a licensed electrician.

3. All electrical work shall be done in accordance with the manufacturer's instructions.

MECHANICAL SCHEDULE

1. All mechanical work shall be in accordance with the National Mechanical Code (NMC) and the local mechanical code.

2. All mechanical work shall be done by a licensed mechanical contractor.

3. All mechanical work shall be done in accordance with the manufacturer's instructions.

SELECT HOME DESIGNS

1. All work shall be in accordance with the National Building Code (NBC) and the local building code.

2. All work shall be done by a licensed contractor.

3. All work shall be done in accordance with the manufacturer's instructions.

PROPOSED

1. All work shall be in accordance with the National Building Code (NBC) and the local building code.

2. All work shall be done by a licensed contractor.

3. All work shall be done in accordance with the manufacturer's instructions.

SCALE

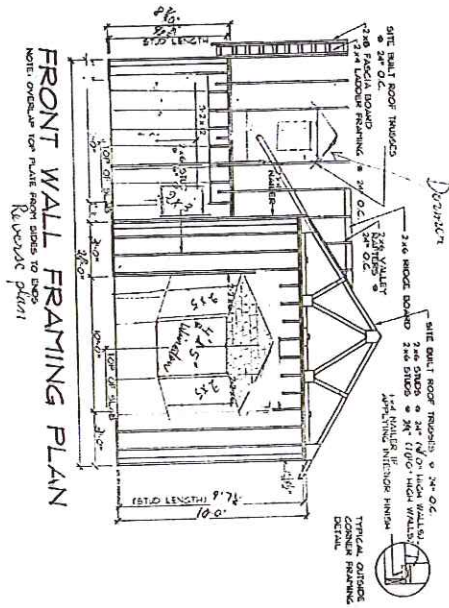
1/4" = 1'-0"

1/8" = 1'-0"

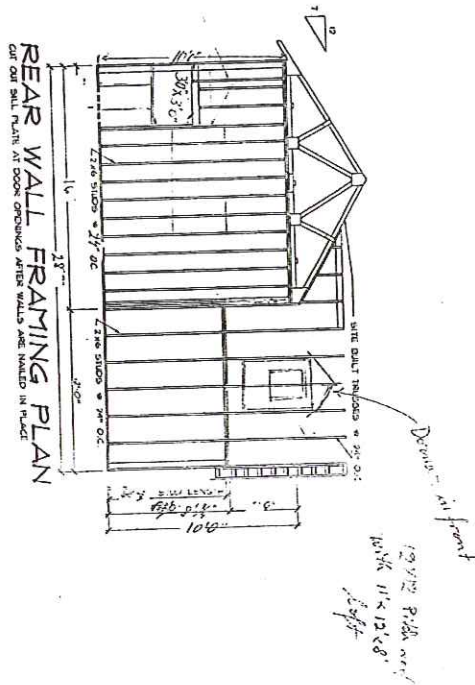
1/16" = 1'-0"

PLAN NO. B524

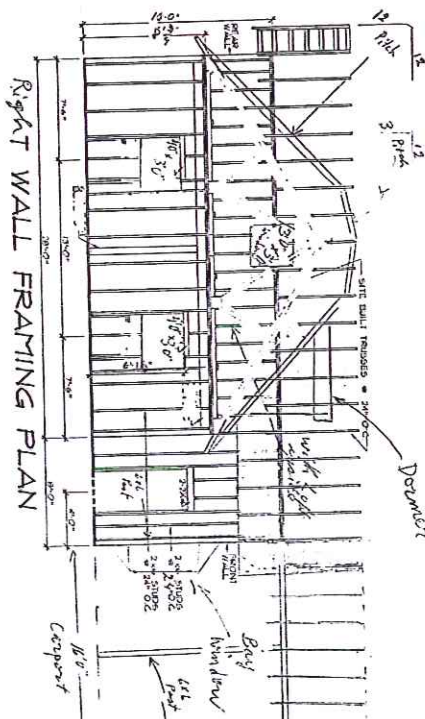
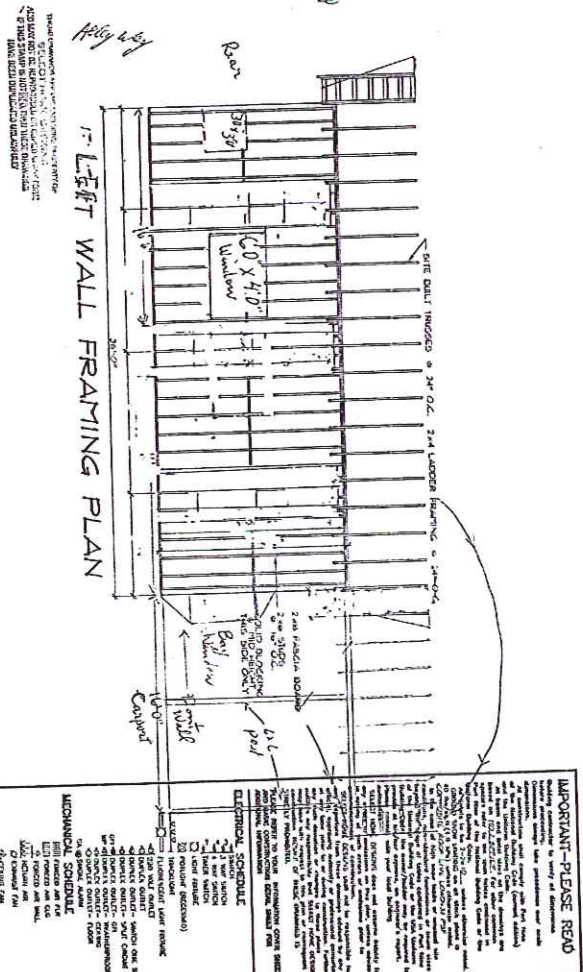
SHEET 1 OF 4



FRONT WALL FRAMING PLAN
NOTE: OVERLAP TOP PLATE FROM SIDES TO ROOF



Big West house line



IMPORTANT—PLEASE READ

Building contracts to vary at discretion of the owner. The contractor shall be responsible for obtaining all necessary permits and licenses. The contractor shall be responsible for the safety of the construction site and the safety of the workers. The contractor shall be responsible for the quality of the construction and the completion of the project on time and within budget.

ELECTRICAL SCHEDULE

1. ALL ELECTRICAL WORK SHALL BE DONE IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND THE LOCAL ELECTRICAL CODES.

2. ALL ELECTRICAL WORK SHALL BE DONE BY A LICENSED ELECTRICIAN.

3. ALL ELECTRICAL WORK SHALL BE DONE IN ACCORDANCE WITH THE FOLLOWING SCHEDULE:

4. ALL ELECTRICAL WORK SHALL BE DONE IN ACCORDANCE WITH THE FOLLOWING SCHEDULE:

5. ALL ELECTRICAL WORK SHALL BE DONE IN ACCORDANCE WITH THE FOLLOWING SCHEDULE:

SELECT HOME DESIGNS

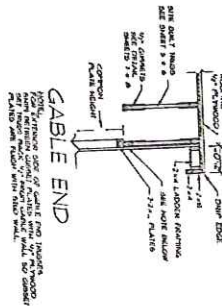
1. ALL HOME DESIGNS SHALL BE DONE IN ACCORDANCE WITH THE FOLLOWING SCHEDULE:

2. ALL HOME DESIGNS SHALL BE DONE IN ACCORDANCE WITH THE FOLLOWING SCHEDULE:

3. ALL HOME DESIGNS SHALL BE DONE IN ACCORDANCE WITH THE FOLLOWING SCHEDULE:

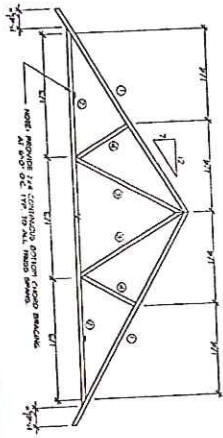
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5. ALL HOME DESIGNS SHALL BE DONE IN ACCORDANCE WITH THE FOLLOWING SCHEDULE:

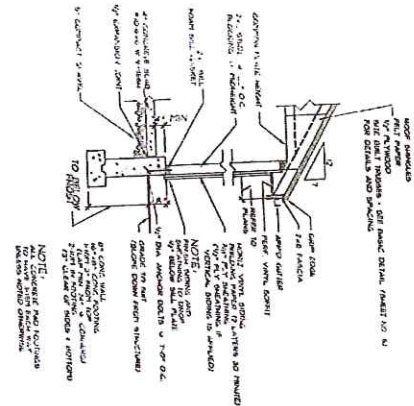
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CABLE END

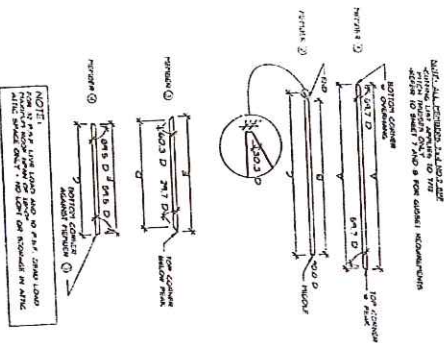
FOR A FURTHER LOOK AT GUTS, THE INSIDE OF A
RAT'S STOMACH WAS CUT OPEN, REVEALING THE
MANY BACTERIAL COLONIES THAT LIVE IN THE
GUT. THESE COLONIES WERE FOUND TO BE
PLACED ON THE WALLS OF THE GUT.



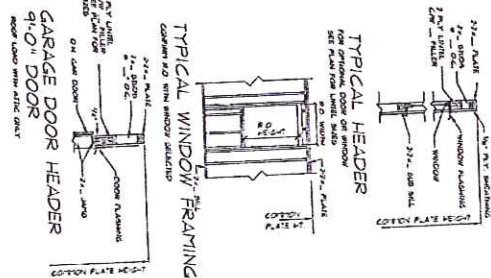
SITE BUILT
CABLE ROOF TRUSS DESIGN 7:12 PITCH



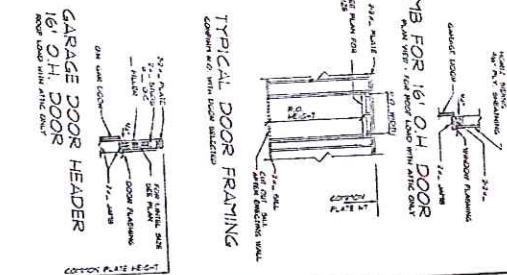
1. TYPICAL WALL SECTION



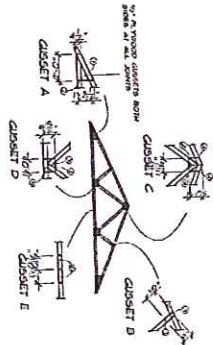
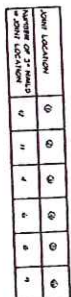
SITE BUILT
GALE ROOF TRUSS DESIGN 7:12 PITCH



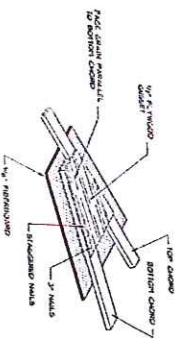
GARAGE DOOR HEADER
9'.0" DOOR
DOOR LOAD WITH ATRC ONLY



GARAGE DOOR HEADER
16' O.H. DOOR
ROOF LOAD WITH ATTIC ONLY



GUSSET DETAILING



SITE BUILT
ROOF TRUSS DESIGN 7:12 PITCH

114PORKINI-PLUVE (100)

The following information is being furnished to you for your information only. It is not intended to constitute an offer of insurance or any other financial product. The information is provided for your information only and should not be used as a basis for any investment decision. The information is provided for your information only and should not be used as a basis for any investment decision.

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DESCRIPTION	DATE	SCALE	PTS
QUESTIONS			
ANSWERS			
TOTAL			

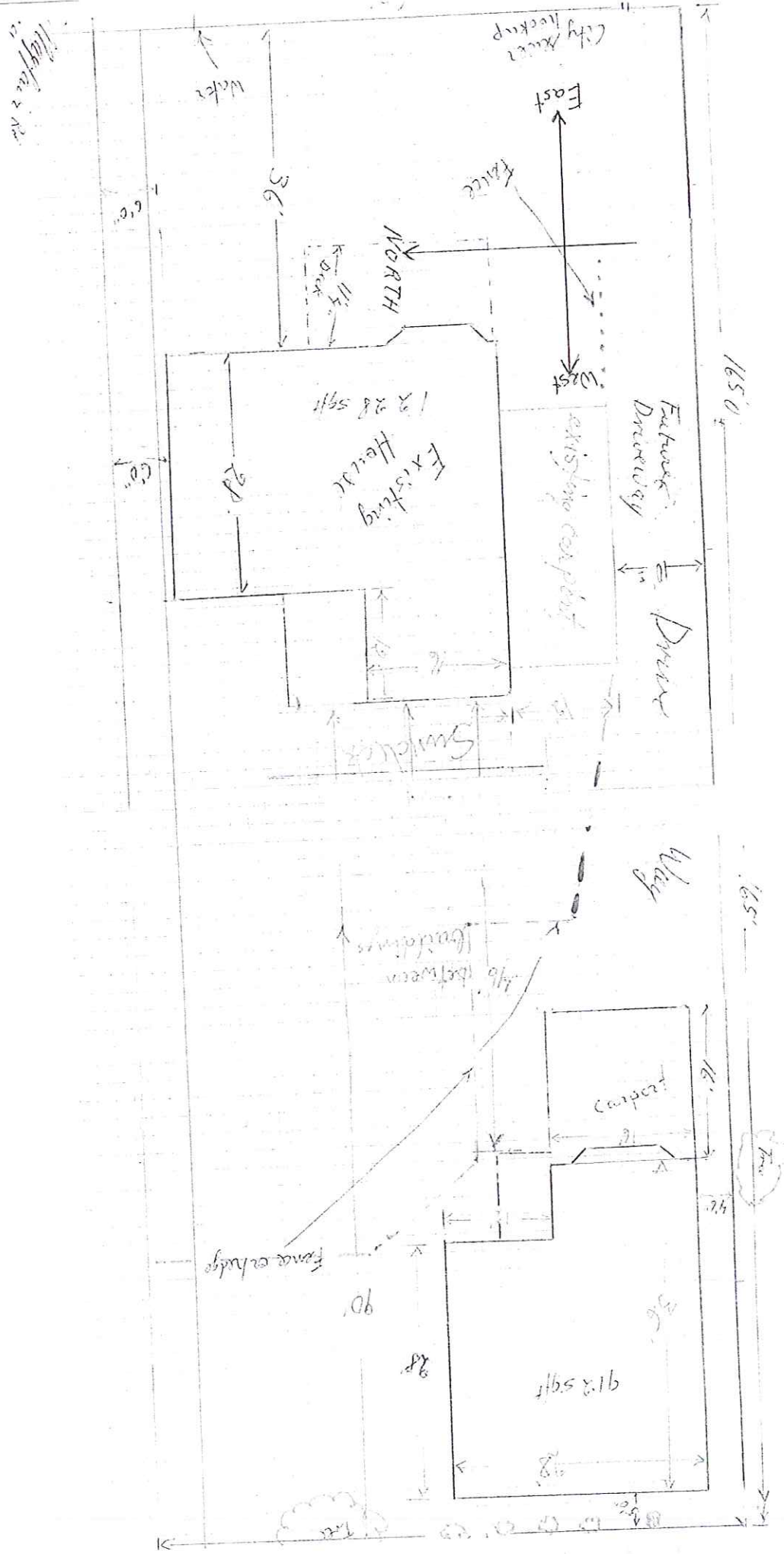
**SELECT
HOME DESIGNS**

3175 KINGS WAY SOUTH, SUITE C
DALLAS, TEXAS 75243
(972) 881-7122
FAX (972) 881-7123
CORNELIA, MIKE AND ZOE OWNERS
JANUARY 1998
(602) 958-1124
www.selecthomedesigns.com
selecthomedesigns@aol.com

PLAN NO. DETAIL 7.11

TCH

SHEET 1 OF 1



CITY OF KELOWNA
BYLAW NO. 10972
Z14-0014 - Henry & Ingrid Jenzen
890 Mayfair 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 9, District Lot 143, ODYD, Plan 24833 located on Mayfair Road, 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

Approved under the Transportation Act

(Approving Officer-Ministry of Transportation)

Adopted by the Municipal Council of the City of Kelowna this

Mayor

City Clerk

REPORT TO COUNCIL



Date: 5/5/2014
RIM No. 1250-30
To: City Manager
From: Urban Planning, Community Planning & Real Estate (AC)
Application: Z14-0015 **Owner:** Susan Bennett
Address: 2248 Abbott St. **Applicant:** Steven & Loretta Nicholson
Subject: Rezoning Application
Existing OCP Designation: S2RES - Single / Two Unit Residential
Existing Zone: RU1 - Large Lot Housing
Proposed Zone: RU6 - Two Dwelling Housing

1.0 Recommendation

That Rezoning Application No. Z14-0015 to amend the City of Kelowna Zoning Bylaw No. 8000 by changing the zoning classification of Lot 24, District Lot 14, ODYD, Plan 535, located on 2248 Abbott Street, Kelowna, BC from the RU1 - Large Lot Housing zone to the RU6 - Two Dwelling Housing zone be considered by Council;

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

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

2.0 Purpose

The purpose of the application is to consider a rezoning from RU1 - Large Lot Housing zone to the RU6 - Two Dwelling Housing which would allow a duplex to be built on the subject property.

3.0 Urban Planning

Staff are supportive of the proposed rezoning to allow a duplex on the subject property. The proposal is consistent with the Official Community Plan (OCP) Future Land Use designation for the area. There is one example of a nearby RU6 development in the immediate vicinity which is located at 384 Glenwood Avenue (the applicant also developed this property).

The application does not require any variances to the Zoning Bylaw. The application does require a Heritage Alteration Permit (HAP) which will address the form and character of the new development. The HAP was reviewed by the Community Heritage Committee (CHC) on May 1st and passed a resolution approving of the design in principal but required the applicant to submit

full colour renderings prior to issuing the permit. This will not affect the overall application timeline as the next Community Heritage Committee meeting is June 5th 2014.

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 neighbours.

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 RU6 - Two Dwelling Housing in order to allow a duplex be built. The existing dwelling is to be essentially demolished with the retention of the existing foundation.

4.2 Site Context

The subject property is approximately 971 m² in area. The OCP designates the subject property S2RES - Single / Two Unit Residential, the lot is within the Permanent Growth Boundary, and the lot is within the Abbott Street Conservation Area.

The property is bordered by residential uses to the north, hospital uses to the east and a park to the south which includes a parking lot immediately adjacent to the subject property. The City is building a trail between this property and the lake. The applicant is aware of this project and has planned their onsite landscaping to fit. Specifically, the adjacent land uses are as follows:

Orientation	Zoning	Land Use
North	RU1 - Large Lot Housing	Single detached dwelling development
East	HD1 - Kelowna General Hospital	Institutional
South	P3 - Parks and Open Space	Park
West	City Park and Okanagan Lake	Future public trail

Subject Property Map: 2248 Abbott Street



4.3 Zoning Analysis Table

Zoning Analysis Table		
CRITERIA	RU6 ZONE REQUIREMENTS	PROPOSAL
Development Regulations		
Height	9.5 m or 2.5 storeys	8.3 m
Front Yard	6.0 m	7.0 m
Side Yard	2.0 m for 1 / 1.5 storeys 2.3m for 2 / 2.5 storeys	Varies between 2.0 m & 7.0 m
Rear Yard	7.5 m	20.0 m
Site coverage of buildings	40 %	37.6 %
Site coverage of buildings, driveways & parking	50 %	49.9%
Lot Area	800 m ²	969.6 m ²
Lot Width	20.0 m	20.07 m
Lot Depth	30.0 m	48.3 m
Other Regulations		
Minimum Parking Requirements	2 stalls / Duplex Unit = 4 stalls	4
Private Open Space	30 m ² / dwelling unit	Greater than 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.

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).

- Operable bedroom windows required as per the 2012 edition of the British Columbia Building Code (BCBC 12).
- Potential spatial separation issues with glazing at the decks which may affect form and character.
- 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. Ensure proper addressing off of Abbott Street.

7.0 Application Chronology

Date of Application Received:	April 15 th 2014
Date of Public consultation:	April 15 th 2014
Date of Community Heritage Committee Meeting:	May 1 st 2014

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

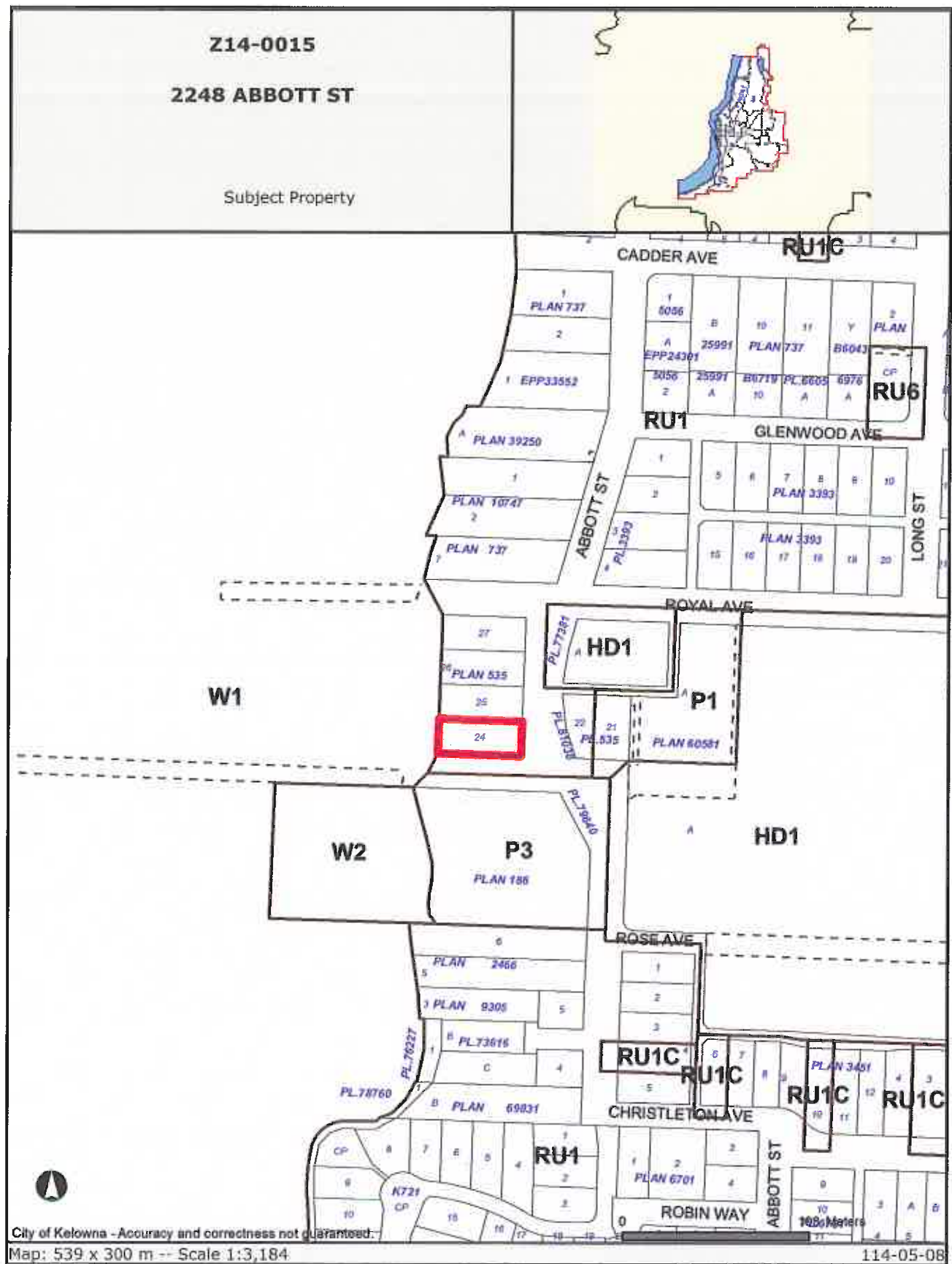
Attachments:

Site Plan / Landscape Plan

Colour Board

Conceptual Elevations

Development Engineering Comments



This application is seeking to rezone the subject property from the RU-1 Large Lot Housing zone to the RU-6 Two Dwelling Housing zone to construct a Semi-Detached Two Unit Townhouse on the subject property. A Heritage Alteration Permit is required given that the existing building is proposed to be demolished to allow for the construction of a new Semi-Detached Two Unit Townhouse. The subject property is situated in the Abbott Street Conservation Area, but is not included on the Heritage Register. The applicant has worked with a local design firm and artist to create a building which will allow for the conveniences of a modern lifestyle yet still have a very traditional exterior. Ironically when completed, the proposed new construction will have more traditional lines than many of the existing neighbouring homes which appear to have been constructed since the 1960's.

Located on a corner, the site and configuration of the subject property is a departure from the small lots that used to be to the east and south. However, these properties have now been redeveloped in a combination of green space, park space and parking for the Kelowna General Hospital and no homes exist. The properties to the north are an existing single family home covering two large lots and a large home in a state of disrepair. However, the proposed Semi-Detached Townhouse will face both Abbott Street and Lake Okanagan and falls within the front yard siting distance of neighbouring properties and the 120 degree site line requirements, thereby continuing the rhythm of this portion of the street. Located within the Permanent Growth Boundary, the proposal allows for more efficient use of the subject property and helps to diversify the housing supply in an area close to many amenities including the Kelowna Downtown Core, Pandosy Village and the hospital complex.

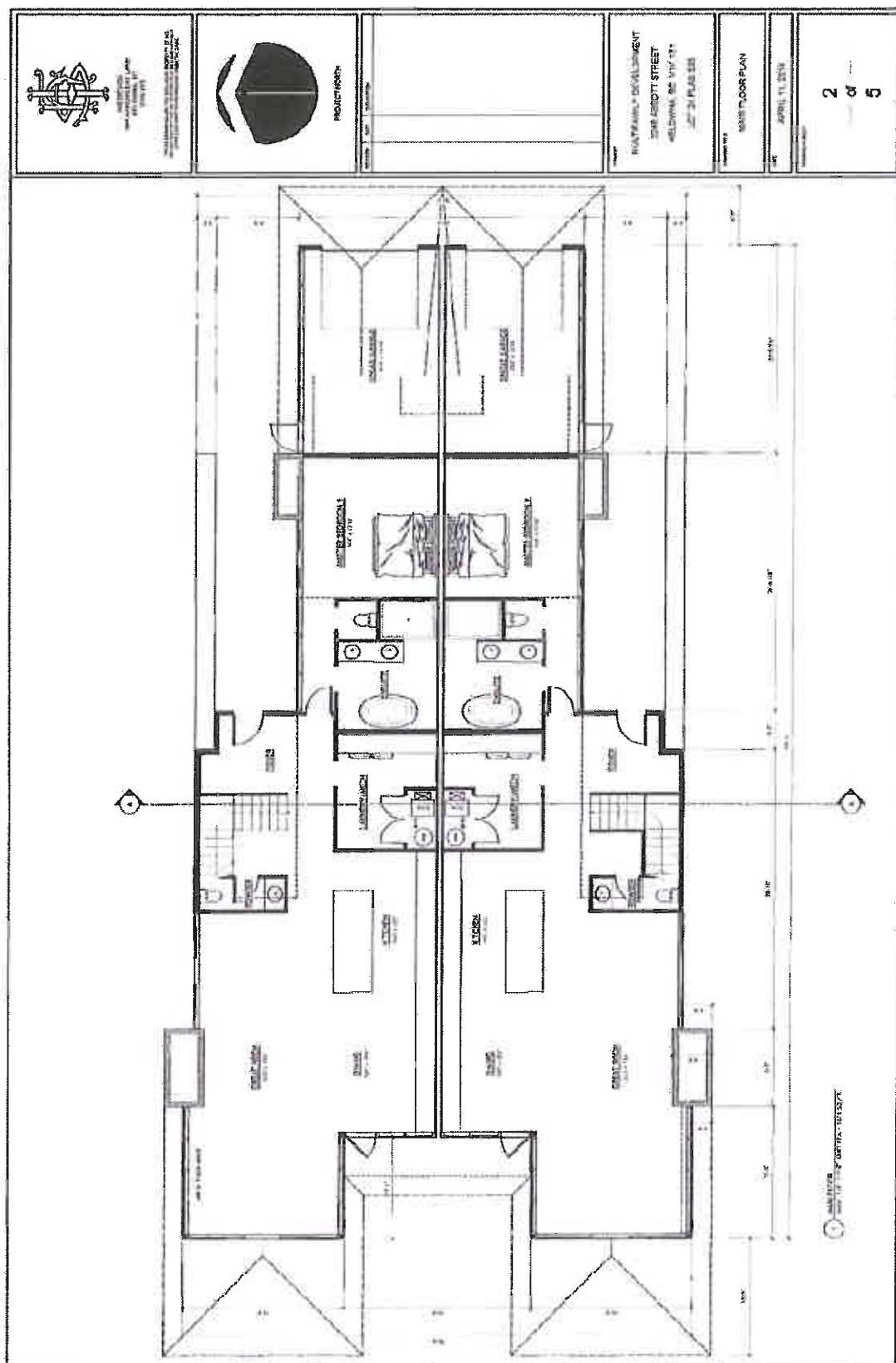
The existing dwelling on the site is a large 70's home with a chaos of additions and will be demolished. The applicant is proposing to construct a Storey and a Half Semi-Detached Two Unit Townhouse in its place utilizing only 37% of the lot for the new construction. The Building has been designed to incorporate individual porch entries at both the Abbott Street facing frontage as well as the Lake Okanagan facing frontage. The Abbott St facing portion of the building has been deliberately reduced in width to reduce the massing of the home while the Lake Okanagan frontage has been asymmetrically designed to give the appearance of two single family detached homes on a traditional 33' lot. The proposal incorporates reducing the height of the wall on the Abbott St frontage to delineate the private space yet allow pedestrian activity to enjoy the property and provide an interface between the private and public spaces.

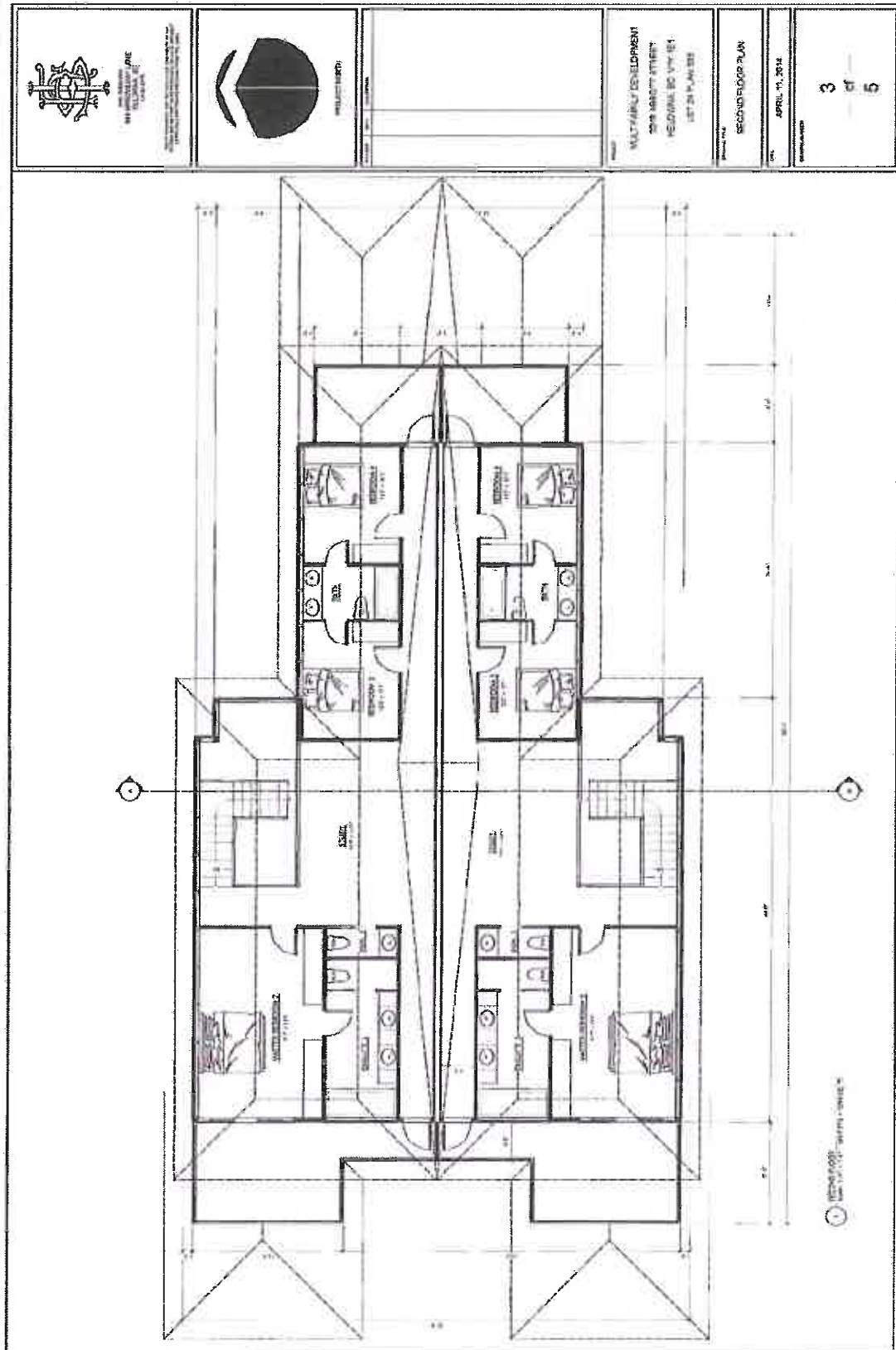
The flush gable verges, brick and stucco siding, clustered horizontal windows, asymmetrical facade design and gable roof form fit within the guideline characteristics of both the Late Vernacular Cottage and Arts and Craft Style. Additionally, some visual queues are drawn from the Frank Lloyd Wright Roble home constructed in 1909 and renowned as the greatest example of the Prairie School style, the first architectural style that was uniquely North American, including large overhangs, brick and stucco cladding and detailing, hidden front entrance and rear parking. The colour palette consist of neutral brick and off white stucco for the walls, concrete sills for the windows, grey trim colours and black roof shingles. A brick and textured stucco finish is proposed for the exterior walls.

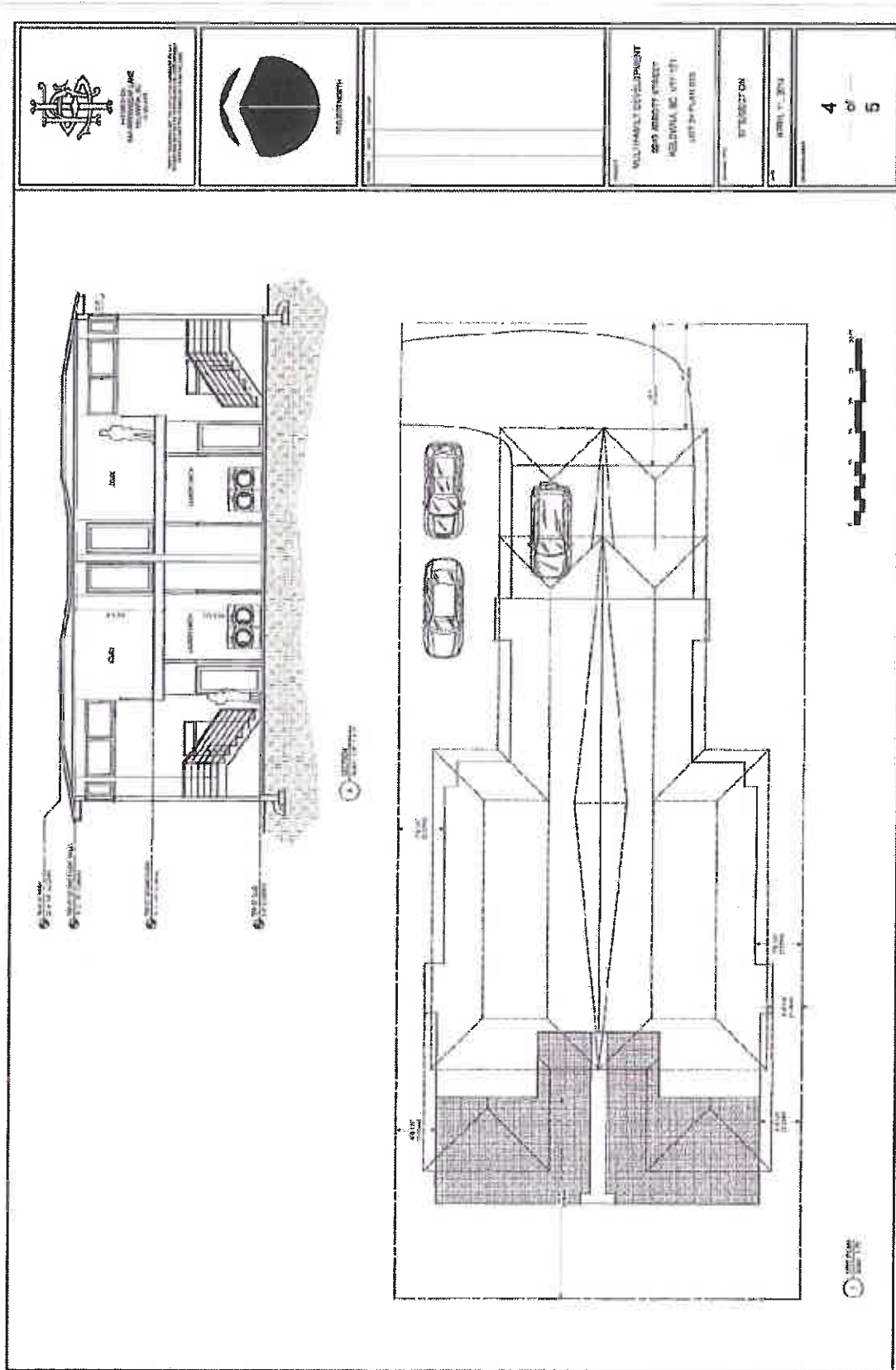
Parking is achieved within two single garages and two open parking areas which are accessed off of a meandering driveway at the front of the site. The site meets the lot area requirements to accommodate Semi-Detached housing and required outdoor open space and on-site parking.

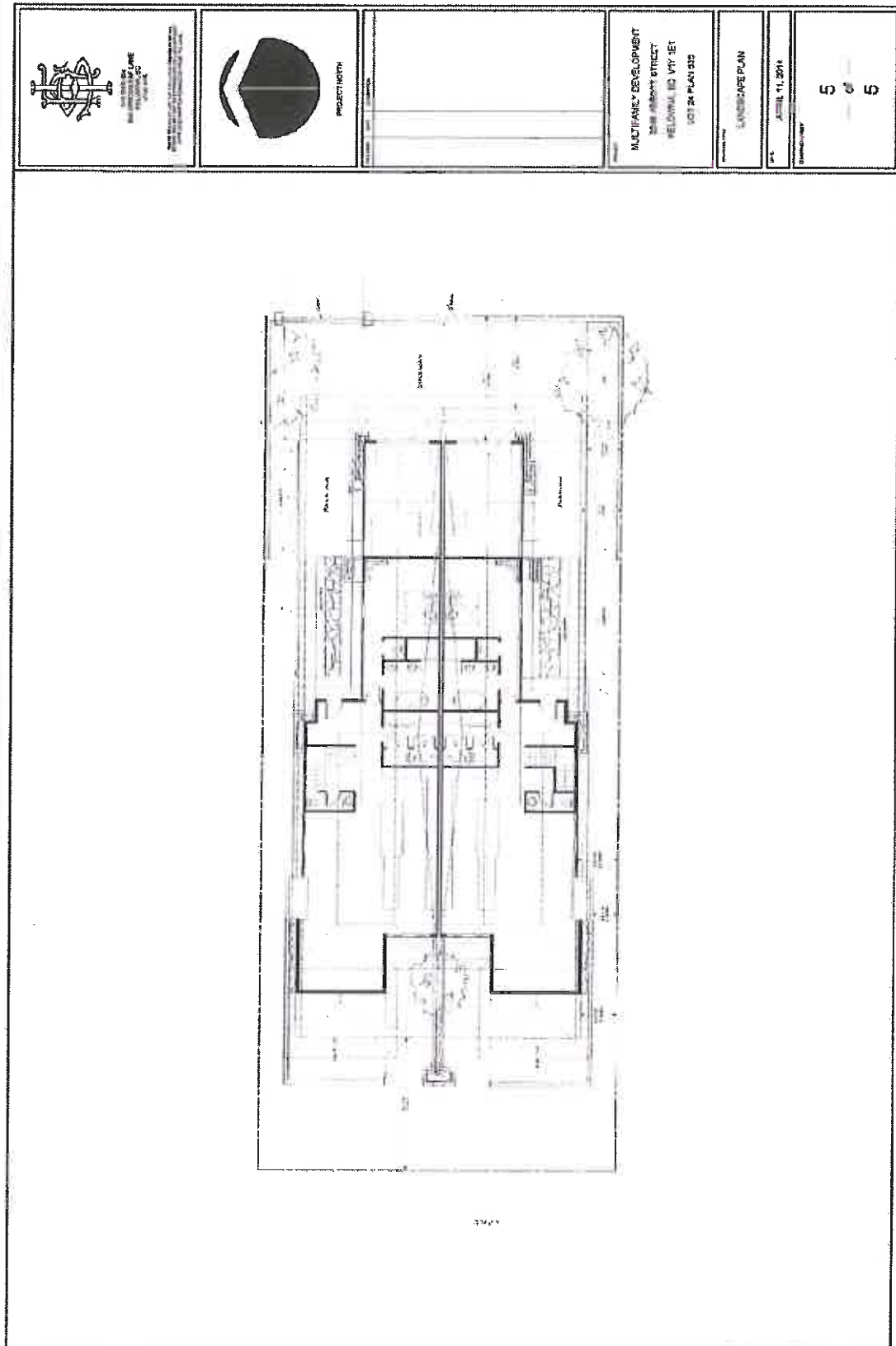
Visually interesting features such as planter boxes, arbors, hedges, tree plantings and water sensitive vegetation will be incorporated to create an area of socialization between the public beach (Lake Okanagan), the linear park (Abbott St) and the private home; a space for beach parties, family barbecues and neighbourly conversation.

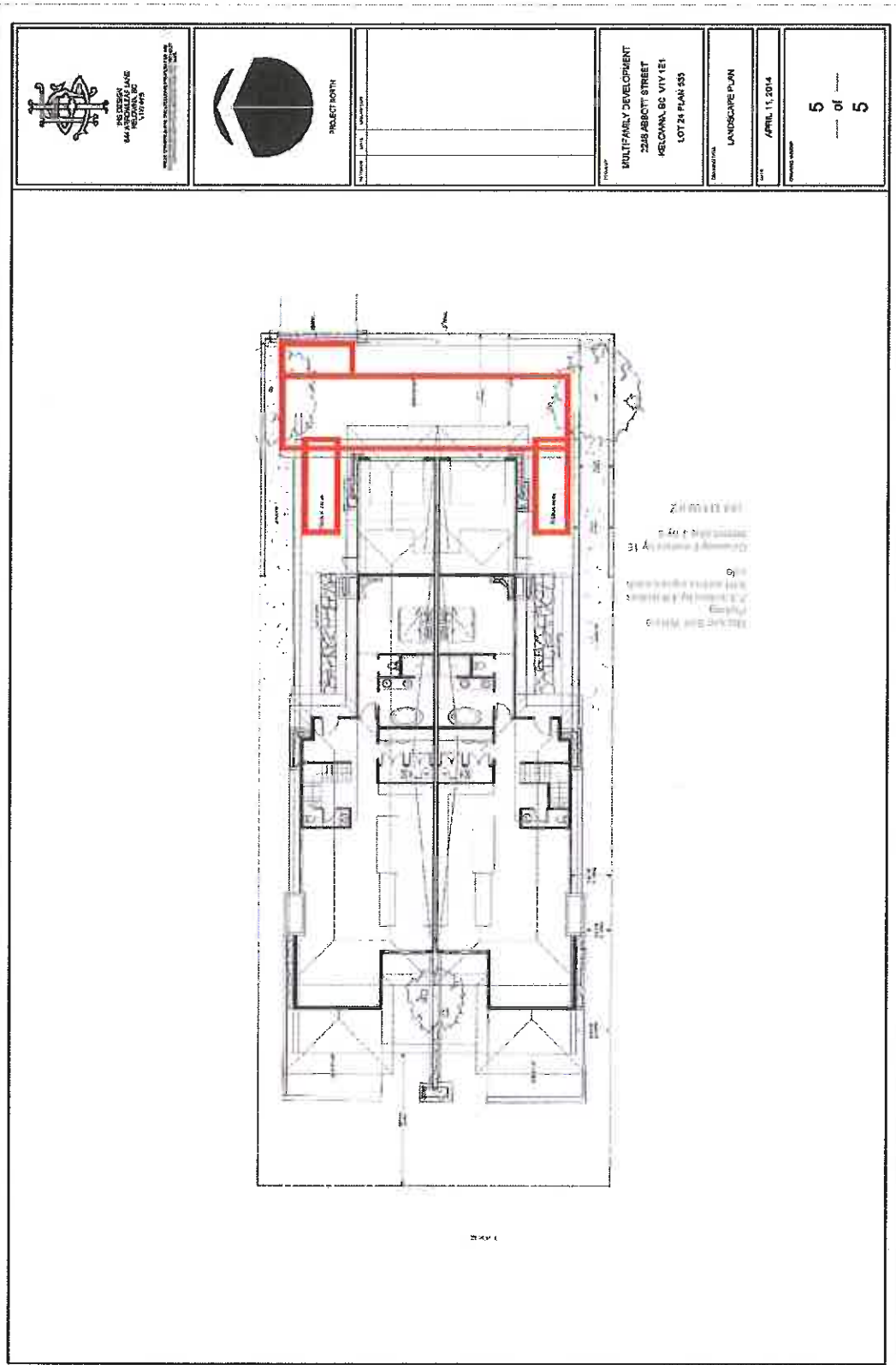
The image contains several architectural drawings of a building. At the top, there are two elevation drawings labeled 'ELEVATION' and 'SECTION'. Below these is a perspective drawing of the building, showing its complex roofline and multiple levels. To the right of the perspective drawing is a section drawing labeled 'SECTION'. At the bottom, there are two more elevation drawings labeled 'ELEVATION' and 'SECTION'. The drawings are rendered in a sketchy, hand-drawn style with some shading to indicate depth and form.

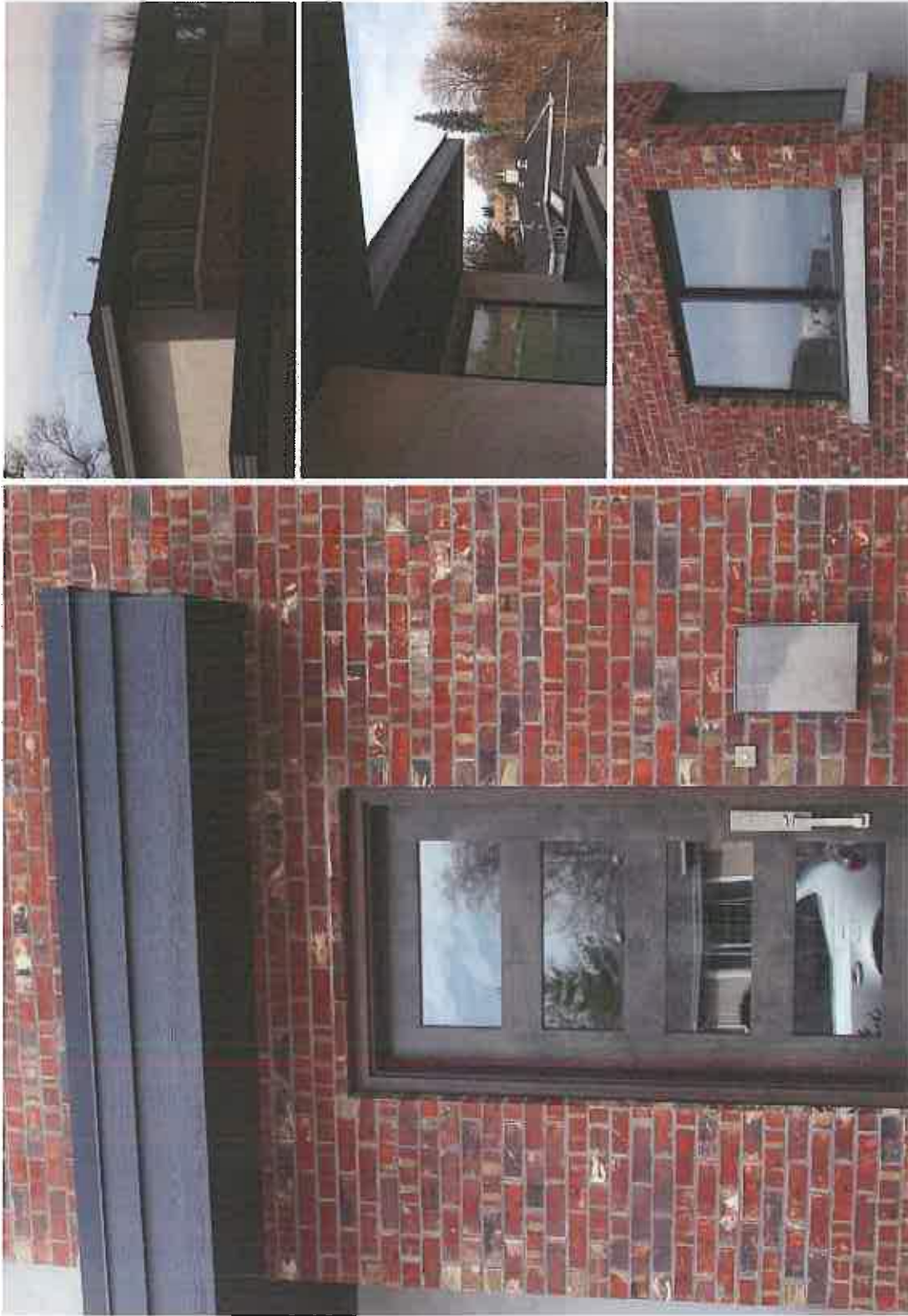






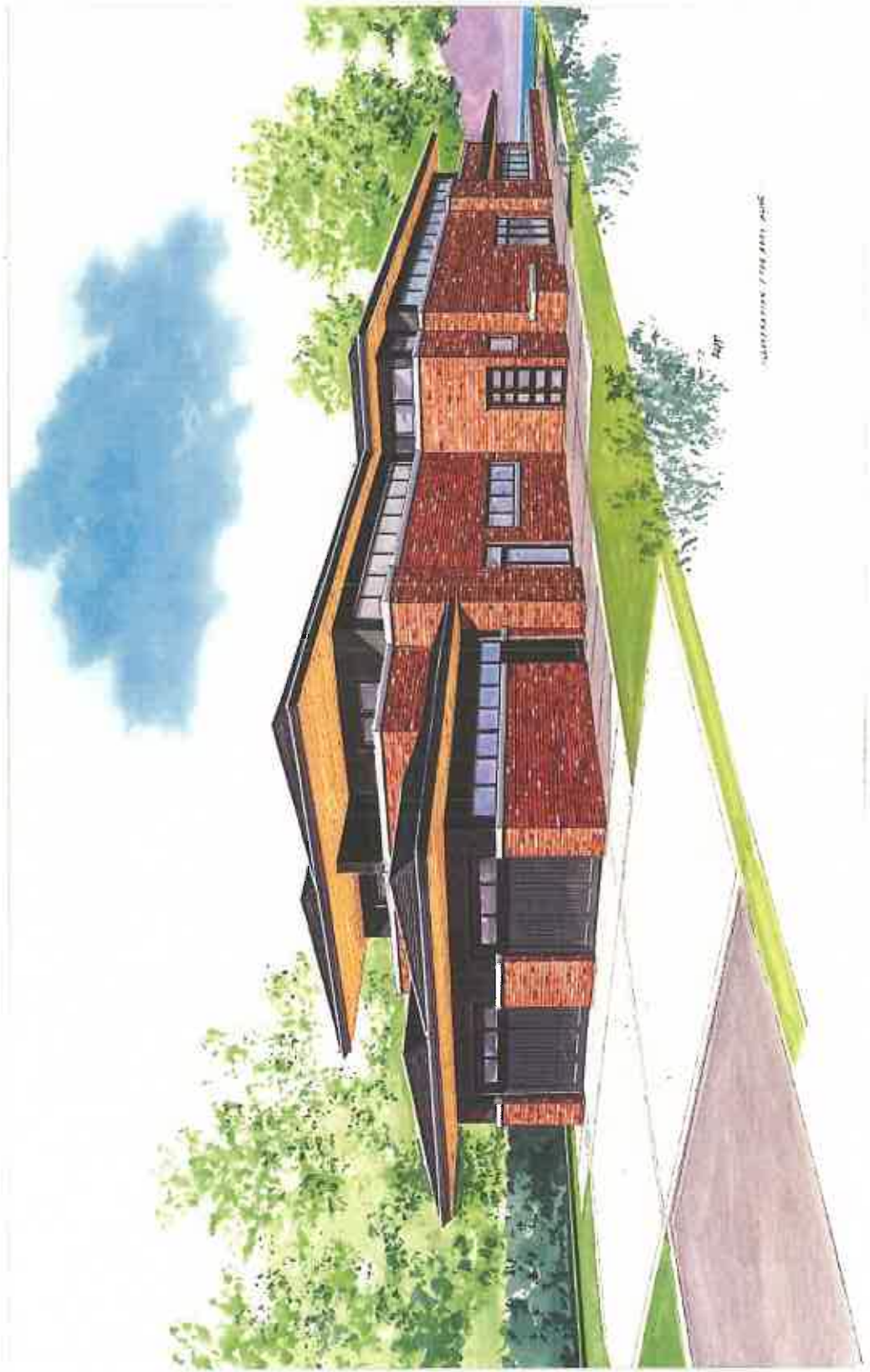






The Colour Palette consist of old university brick and off white textured stucco for the walls, concrete sills for the windows, grey trim colours and black roof shingles. Visually interesting features such as planter boxes arbors, hedges, tree plantings and water sensitive vegetation will be incorporated to create an area of socialization between the public beach, the Abbott St Corridor and the Private Home.





CITY OF KELOWNA
MEMORANDUM

Date: April 30, 2014
File No.: Z14-0015

To: Urban Planning (AC)

From: Development Engineering Manager

Subject: 2248 Abbott Street

RU6

Development Engineering has the following comments and requirements associated with this application to rezone from RU1 to RU6.

1. Domestic Water and Fire Protection

Our records indicate this property is currently serviced with a 19mm-diameter water service. An additional water service will be required and 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 upgrade. For estimate inquiry's please contact Sergio Sartori by email ssartori@kelowna.ca or phone 250-469-8589.

2. Sanitary Sewer

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

3. Road Improvements

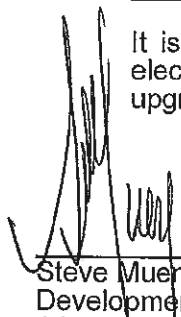
Abbott Street has been upgraded along the full frontage of this property, and no further upgrades are required.

4. Access, Manoeuvrability and Parking Requirements

The Parking Area shall be designed so as to allow vehicles to turn-around on-site and exit onto Abbott Street in a forward direction.

5. Electric Power and Telecommunication Services

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



Steve Muenz, P. Eng.
Development Engineering Manager
SS

CITY OF KELOWNA

BYLAW NO. 10973

Z14 - 0015 - Susan Jane Bennett

2248 Abbott 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 24, District Lot 14, ODYD, Plan 535 located on Abbott Street, Kelowna, B.C., from the RU1 - Large Lot Housing zone to the RU6 - Two Dwelling Housing zone.
2. This bylaw shall come into full force and effect and is binding on all persons as and from the date of adoption.

Read a first time by the Municipal Council this

Considered at a Public Hearing on the

Read a second and third time by the Municipal Council this

Adopted by the Municipal Council of the City of Kelowna this

Mayor

City Clerk

Report to Council



Date: 6/9/2014

File: 1250-30

To: City Manager

From: Subdivision, Agriculture & Environment Services (MS)

Address: 1800 Crosby Rd **Application:** OCP13-0003 & Z13-0004

Subject: Supplemental Report

Recommendation:

THAT Council receives, for information, the Supplemental Report from the Subdivision, Agriculture & Environment Services Department dated May 30, 2014 with respect to proposed amendments to Official Community Plan Bylaw Amendment Application No. OCP13-0003 and Rezoning Application No. Z13-0004 for the property located at 1800 Crosby Road;

AND THAT the Official Community Plan Bylaw Amendment Bylaw (Bylaw No. 10960) and the Zone Amending Bylaw (Bylaw No. 10961) be forwarded for amendment consideration;

AND FURTHER THAT the Official Community Plan Bylaw Amendment Bylaw and the Zone Amending Bylaw, as amended, be forwarded to a Public Hearing for further consideration.

Purpose:

To consider a request by the applicant to amend the original application and to forward the revised application to the next Public Hearing.

Background:

At a Regular Meeting held on Monday, May 5th, Council granted 1st Reading to the proposal by DRS Ventures Ltd to amend the future land use and zoning in order to permit the development of 12 lot development on 1880 Crosby Road. Following comments received from Council and interaction with the public the applicant has agreed to amend their application such that the footprint of the proposed subdivision will be reduced and more Major Park / Open Space will be dedicated to the City.

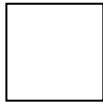
Staff acknowledge that this additional gain to Major Park / Open Space of approximately 3.6 ha, together with the blanket Statutory Right of Way and No Build No Disturb Covenant on the parent remainder, presents a balanced approach that achieves the policy intent of the OCP to preserve parks and open space, contribute to a green connection between Knox Mountain

Park and Stephen's Coyote Ridge Regional Park, and provide a reasonable solution to the topographical and access challenges to the site. As such, staff supports the updated proposal.

Respectfully Submitted by:

Todd Cashin, Manager

Approved for inclusion:

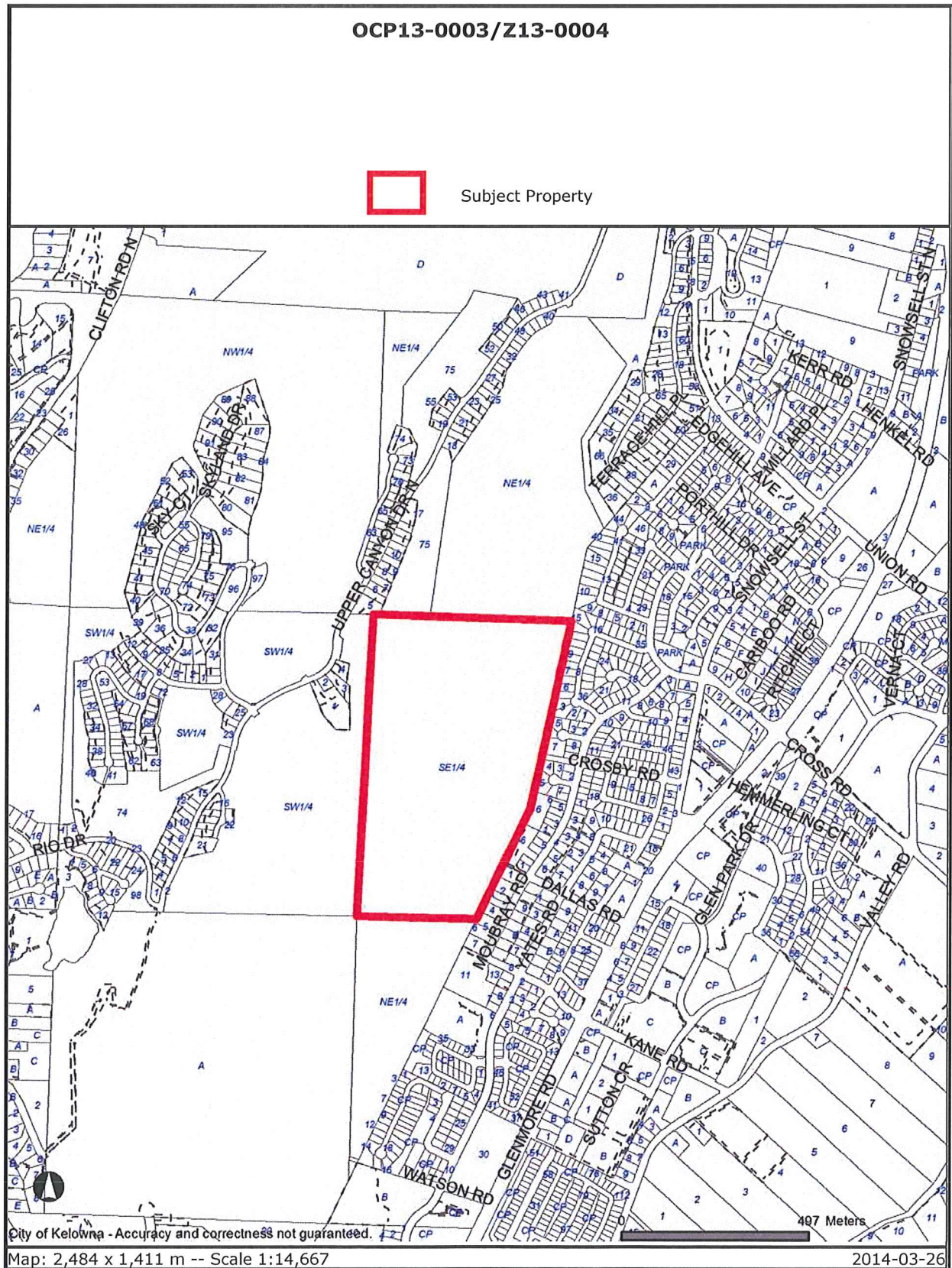


Shelley Gambacort, Director

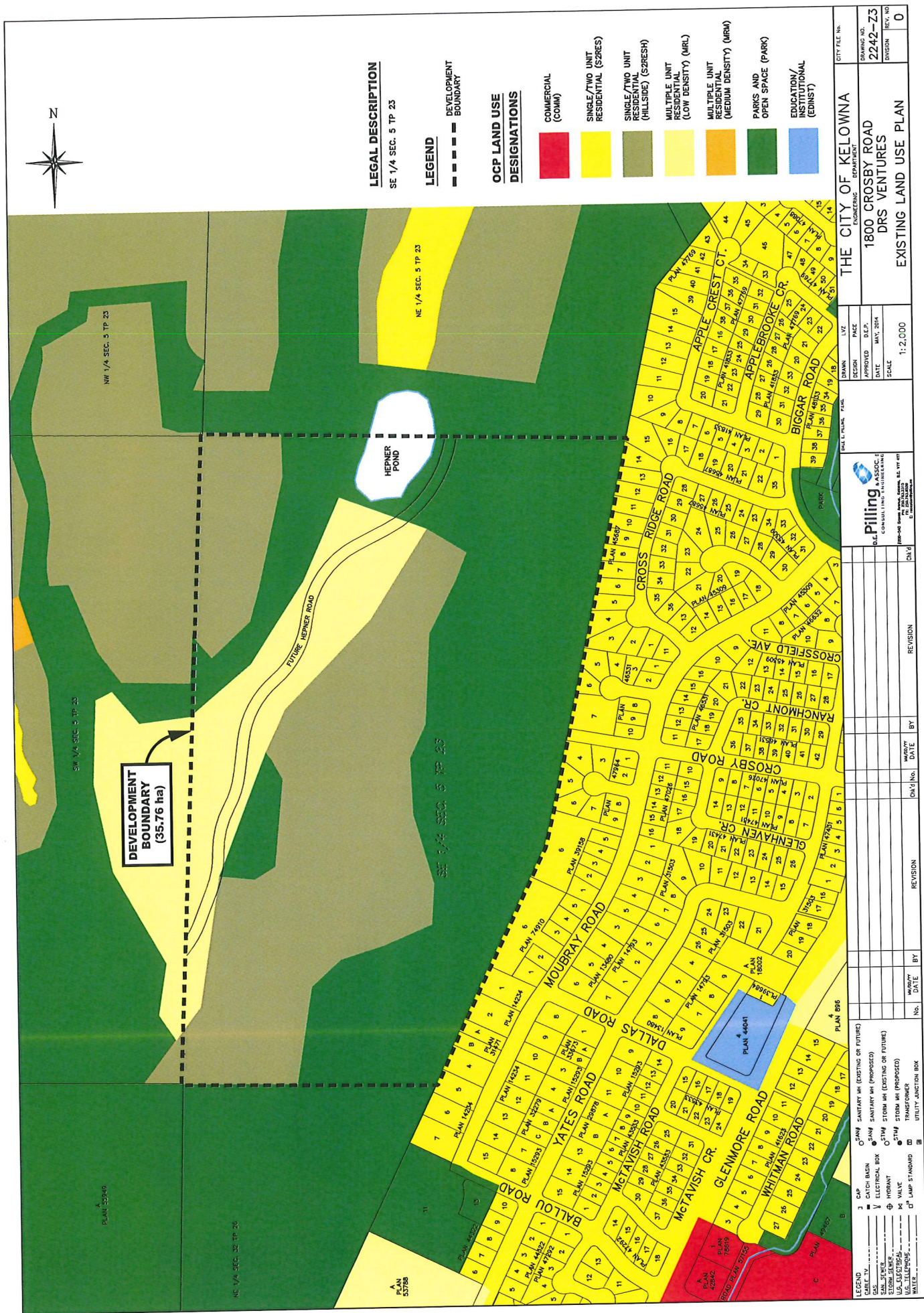
Attachments:

cc:

Terry Barton, Parks & Public Places Manager
Steve Muenz, Development Engineering Manager



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.





LEGAL DESCRIPTION

SE 1/4 SEC. 5 TP 23

LEGEND

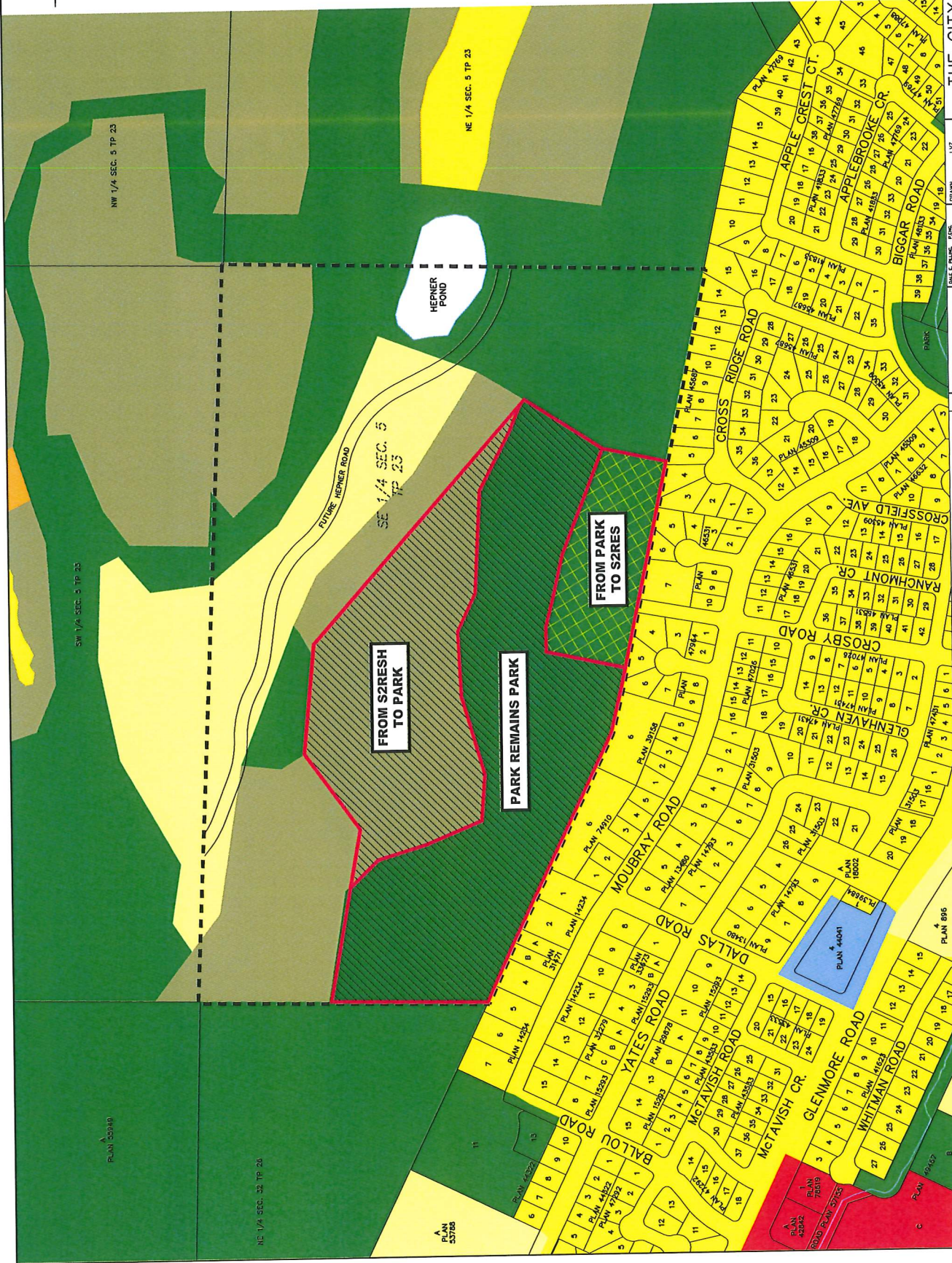
- DEVELOPMENT BOUNDARY
- PROPOSED OCP BOUNDARIES

PROPOSED OCP LAND USE DESIGNATIONS

- SINGLE/TWO UNIT RESIDENTIAL (S2RES)
- PARKS AND OPEN SPACE (PARK)

OCP LAND USE DESIGNATIONS

- COMMERCIAL (COMM)
- SINGLE/TWO UNIT RESIDENTIAL (S2RES)
- SINGLE/TWO UNIT RESIDENTIAL (HILLSIDE) (S2RESH)
- MULTIPLE UNIT RESIDENTIAL (LOW DENSITY) (MLR)
- MULTIPLE UNIT RESIDENTIAL (MEDIUM DENSITY) (MRM)
- PARKS AND OPEN SPACE (PARK)
- EDUCATION/RECREATION (EDNST)



THE CITY OF KELOWNA		ENGINEERING DEPARTMENT		DRAWING NO.		2242-Z	
1800 CROSBY ROAD				PAGE		2B	
DRS VENTURES				REV. NO		0	
OCP AMENDMENT / MAP "A"							
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LEGAL DESCRIPTION

SE 1/4 SEC. 5 TP. 23

LEGEND

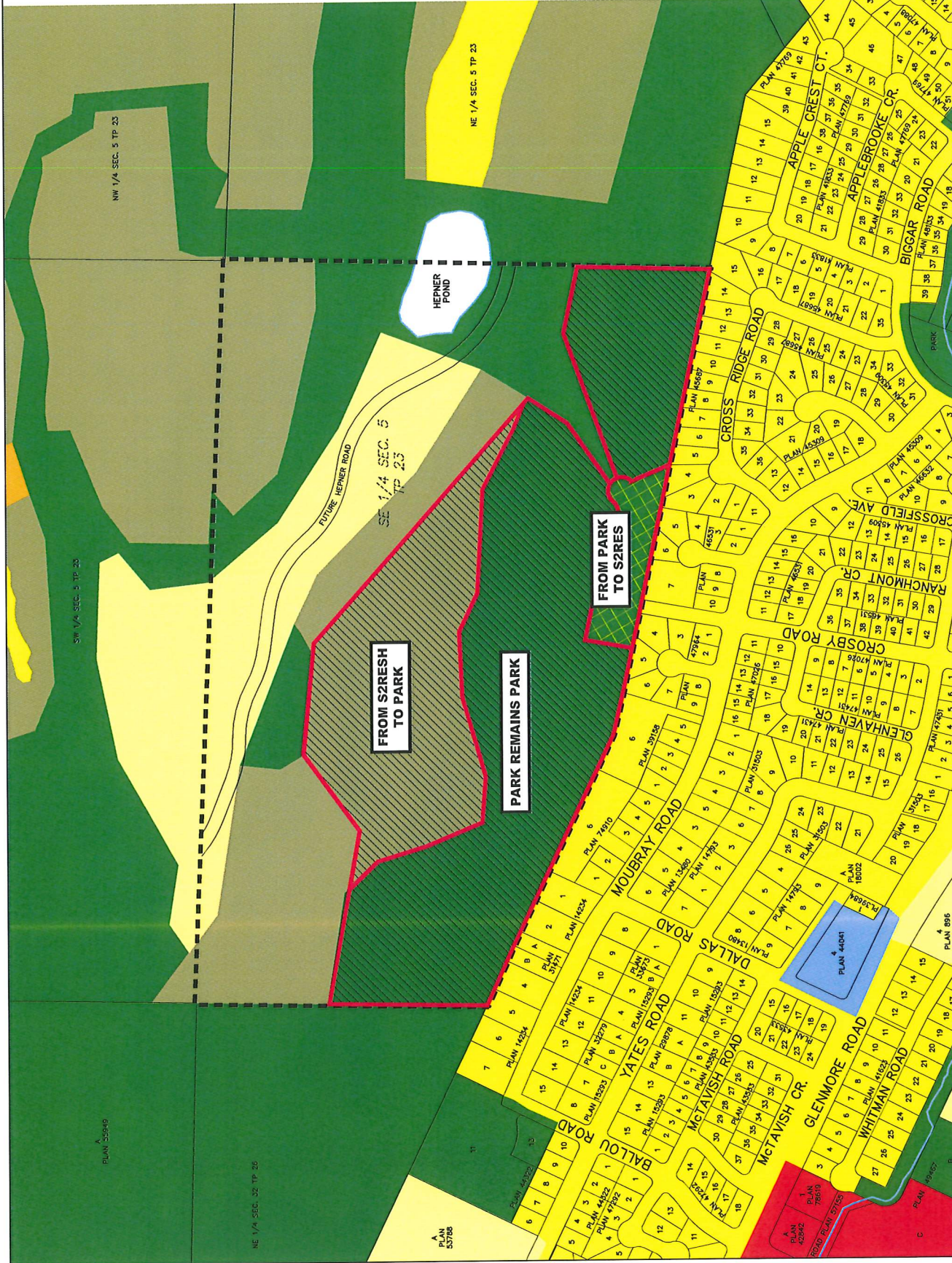
- DEVELOPMENT BOUNDARY
- PROPOSED OCP BOUNDARIES

PROPOSED OCP LAND USE DESIGNATIONS

- SINGLE/TWO UNIT RESIDENTIAL (S2RES)
- PARKS AND OPEN SPACE (PARK)

OCP LAND USE DESIGNATIONS

- COMMERCIAL (COMM)
- SINGLE/TWO UNIT RESIDENTIAL (S2RES)
- SINGLE/TWO UNIT RESIDENTIAL (HILLSIDE) (S2RESH)
- MULTIPLE UNIT RESIDENTIAL (LOW DENSITY) (MRL)
- MULTIPLE UNIT RESIDENTIAL (MEDIUM DENSITY) (MRM)
- PARKS AND OPEN SPACE (PARK)
- EDUCATION/INSTITUTIONAL (EDINST)



THE CITY OF KELOWNA		ENGINEERING	DEPARTMENT	CITY FILE NO.
1800 CROSBY ROAD		DESIGN	PAGE	2242-Z
DRS VENTURES		APPROVED	D.E.P.	2242-Z
OCP AMENDMENT / MAP "A"		DATE	SEPT. 2013	28
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Pilling & Associates		DESIGNER		
CONSULTING ENGINEERS		DATE		
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OCP AMENDMENT / MAP "A"		BY		
DATE		DATE		
NO.		NO.		
UTILITY JUNCTION BOX		UTILITY JUNCTION BOX		
CATCH BASIN		CATCH BASIN		
ELECTRICAL BOX		ELECTRICAL BOX		
STORM WATER (EXISTING OR FUTURE)		STORM WATER (EXISTING OR FUTURE)		
STORM WATER (PROPOSED)		STORM WATER (PROPOSED)		
VALVE		VALVE		
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WATER		WATER		



SW 1/4 SEC. 5 TP. 23

NW 1/4 SEC. 5 TP. 23

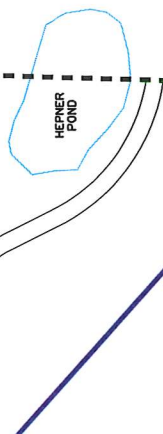
NE 1/4 SEC. 32 TP. 26

SE 1/4 SEC. 5 TP. 23

NE 1/4 SEC. 5 TP. 23

FROM
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TO
P3 - PARKS & OPEN SPACE

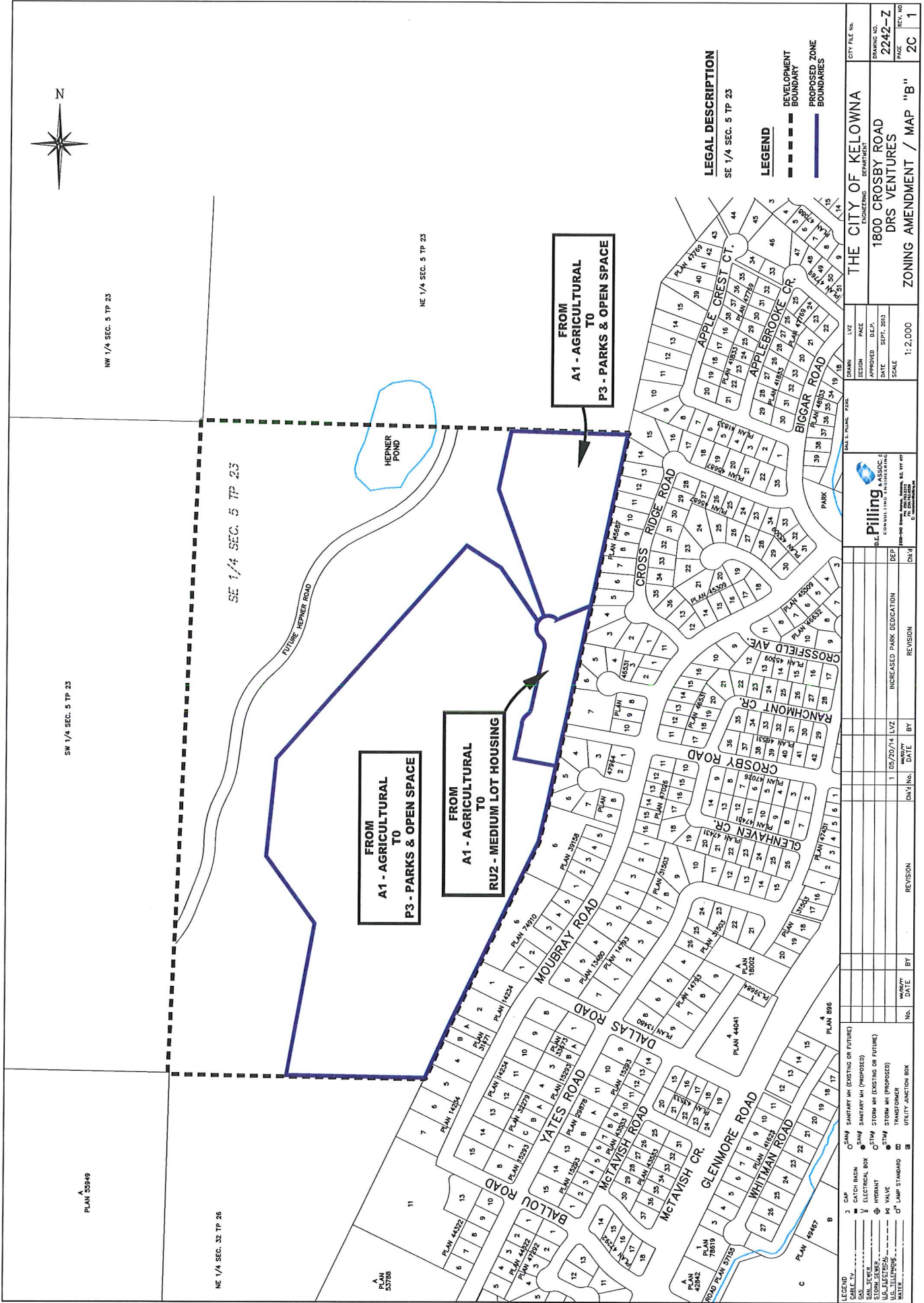
FROM
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TO
RU2 - MEDIUM LOT HOUSING



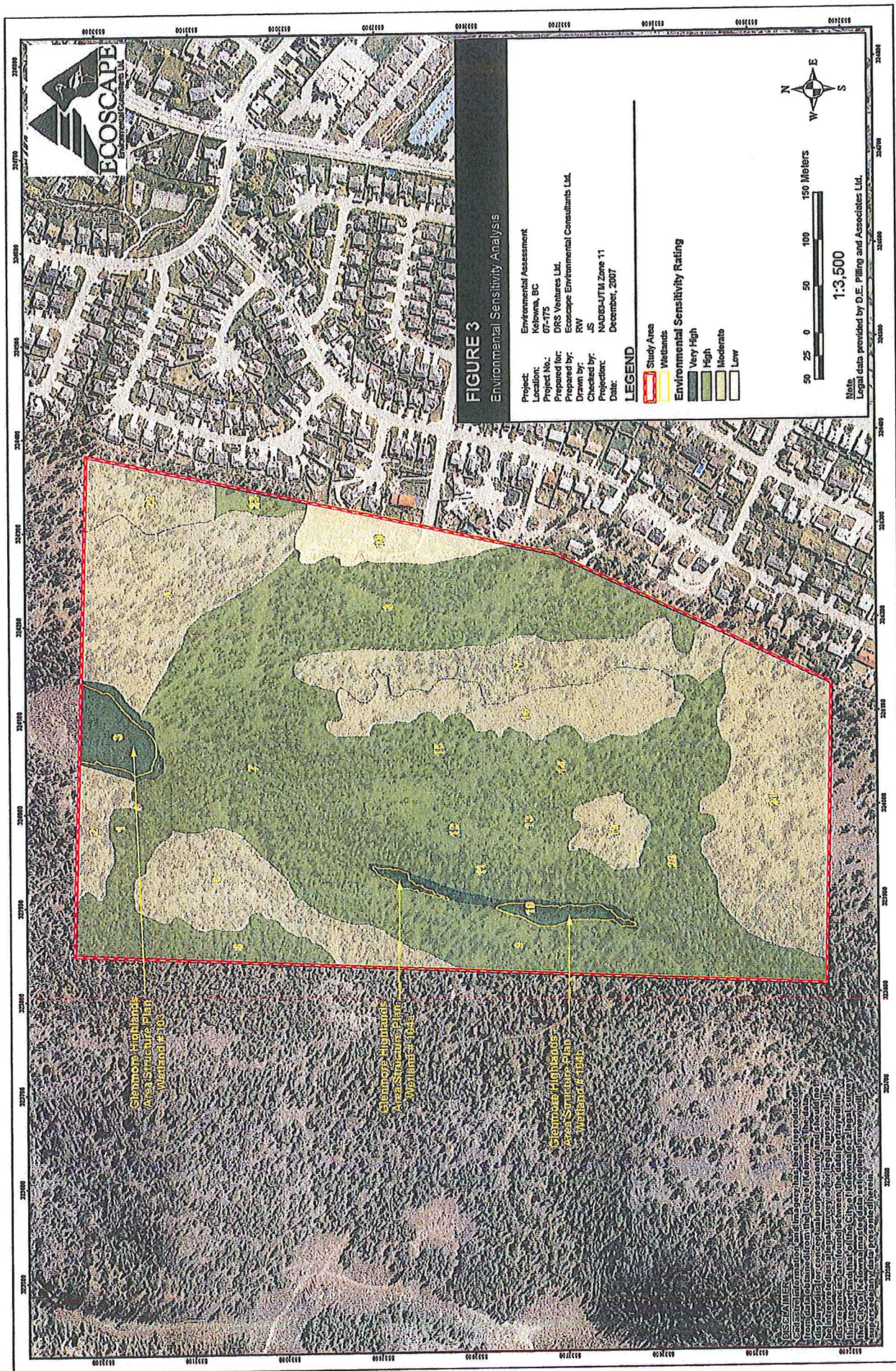
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LEGEND
--- DEVELOPMENT BOUNDARY
--- PROPOSED ZONE BOUNDARIES

LEGEND		DATE & PLAN, ETC.																	DRAWN		LIVE		THE CITY OF KELOWNA		CITY FILE NO.	
2	CM	0 SANITARY IN (EXISTING OR FUTURE)																	SECTION	PACE	1800 CROSBY ROAD		DRAWING NO.			
3	CM	0 CATCH BASIN																	APPROVED	D.L.P.	2242-Z		PAGE			
4	V	0 SANITARY IN (PROPOSED)																	DATE	SEPT. 2013	DRS VENTURES		REV. NO.			
5	V	0 SANITARY IN (EXISTING OR FUTURE)																	SCALE		ZONING AMENDMENT / MAP "B"		2C			
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CITY OF KELOWNA

MEMORANDUM

Date: February 22, 2013
File No.: Z13-0004
To: Land Use Management (GS)
From: Development Engineering Manager
Subject: 1800 Crosby Road. Sec 5 TP 23

Development Engineering has the following comments and requirements associated with this application to rezone from A-1 to RU-2, P3
The road and utility upgrading requirements outlined in this report will be a requirement of this application.

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

.1) General

- a) This proposed subdivision may require the installation of centralized mail delivery equipment. Please contact Rick Ould, Delivery Planning Officer, Canada Post Corporation, 530 Gaston Avenue, Kelowna, BC V1Y 2K0 to obtain further information and to determine suitable location(s) within the development.

.2) Geotechnical Report

- a) Prior to initial consideration, provide a Geotechnical report prepared by a Professional Engineer competent in the field of hydro-geotechnical engineering to address the following:
 - (i) Confirm that each development node (neighbourhood) is suitable for the proposed land use.
 - (ii) Identify lands that should not be developed such as environmentally sensitive or hazardous conditions areas.
 - (iii) Area ground water characteristics, including any springs and overland surface drainage courses traversing the property. Identify any monitoring required.
 - (iv) Site soil characteristics (i.e. fill areas, sulphate content, unsuitable soils such as organic material, etc.).
 - (v) Any special requirements for construction of roads, utilities and building structures.

- (vi) Suitability of on-site disposal of storm water, including effects upon adjoining lands.
 - (vii) Identify slopes greater than 30%.
 - (viii) Recommendations for items that should be included in a Restrictive Covenant.
 - (ix) Any special requirements that the proposed subdivision should undertake so that it will not impact adjacent properties.
- b) Further detailed reports will be required for each subdivision or development phase as they progress.

.3) Water

- a) The property is located within the Glenmore Ellison Irrigation District (GEID) service area. The developer is required to make satisfactory arrangements with the GEID for these items. All charges for service connection and upgrading costs are to be paid directly to the GEID.
- b) Provide an adequately sized domestic water and fire protection system. The water system must be capable of supplying domestic and fire flow demands of the project in accordance with the Subdivision, Development & Servicing Bylaw. Provide water calculations for this development to confirm this. Ensure every building site is located at an elevation that ensures water pressure is within the bylaw pressure limits. Note: Private pumps are not acceptable for addressing marginal pressure.

.4) Sanitary Sewer

- a) Provide an adequately sized sanitary sewer system.
- b) Provide sanitary routing design complete with calculations ensuring the downstream infrastructure is capable of supporting this rezoning

.5) Drainage

- a) Provide an adequately sized drainage system. The Subdivision, Development and Servicing Bylaw require that each lot be provided with an individual connection; however, the City Engineer may permit use of individual ground water disposal systems, where soils are suitable. For on-site disposal of drainage water, a hydrogeotechnical report will be required complete with a design for the disposal method (i.e. trench drain / rock pit). The Lot Grading Plan must show the design and location of these systems for each lot.

- b) Provide the following drawings:
 - i) A detailed Lot Grading Plan (indicate on the Lot Grading Plan any slopes that are steeper than 30% and areas that have greater than 1.0 m of fill);
 - ii) A detailed Stormwater Management Plan for this rezoning; and,
 - iii) An Erosion and Sediment Control Plan.
- c) Show details of dedications, rights-of-way, setbacks and non-disturbance areas on the lot Grading Plan.
- d) Significant banks are located on the subject property. The slopes appear to be sensitive to erosion; temporary and permanent measures must be taken to prevent erosion and sediment transport.

.6) Roads

- a) Dedicate and Construct the Crosby Road extension to a Local – Class 2 standard (SS-R4)
- b) Provide traffic control and street name signs where required. The City will install all signs and traffic control devices at the developer's expense.
- c) Grade the fronting road boulevards in accordance with the standard drawing and provide a minimum of 50 mm of topsoil. Major cut/fill slopes must start at the property lines.
- d) Verify that physical driveway access will satisfy City requirements for all lots. For steeper lots (15% and greater), show driveways on the lot grading plan with grades or profiles. Where lots are serviced by onsite sewage disposal systems, show limits of cut and fill lines.
- e) Maximum length of a permanent cul-de-sac is to be 200 m unless approved otherwise by the Approving Officer.
- f) Cul-de-sac approach roads must not exceed bylaw grade requirements.

.7) Power and Telecommunication Services and Street Lights

- a) All proposed distribution and service connections are to be installed underground. Existing distribution and service connections, on that portion of a road immediately adjacent to the site, are to be relocated and installed underground
- b) Street lights must be installed on all roads.
- c) Make servicing applications to the respective Power and Telecommunication utility companies. The utility companies are required to obtain the City's approval before commencing construction.

.8) Design and Construction

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

.9) Servicing Agreements for Works and Services

- a) A Servicing Agreement is required for all works and services on City lands in accordance with the Subdivision, Development & Servicing Bylaw No. 7900. The applicant's Engineer, prior to preparation of Servicing Agreements, must provide adequate drawings and estimates for the required works. The Servicing Agreement must be in the form as described in Schedule 2 of the bylaw.
- b) Part 3, "Security for Works and Services", of the Bylaw, describes the Bonding and Insurance requirements of the Owner. The liability limit is not to be less than \$5,000,000 and the City is to be named on the insurance policy as an additional insured.

.10) Other Engineering Comments

- a) Provide all necessary Statutory Rights-of-Way for any utility corridors required, including those on proposed or existing City Lands.
- b) Parks & Public Places Branch has reviewed the development application and provides the following comments and requirements:
 - i) The proposed park area shall be dedicated to the City as a titled property zoned P3 – Parks & Open Space and transferred as part of the Zoning Application;
 - ii) Adequate road frontage will be required for the park entrance to provide public exposure, sightlines, security, and maintenance access;

- iii) The park road frontage will need to be fenced and gated for operations and security. Fencing and vehicle gates shall be to City Standards;
- iv) The sidewalk for the Crosby Road extension shall provide a connection between the existing sidewalk on Crosby and the front entrance to the park connecting to the existing old forestry road (e.g. park trail);
- v) A short term SROW for public access (5-10 years until future development occurs) shall be secured on the remainder of the upland portion of the subject property beyond the park dedication (e.g. future development lands);
- vi) A plan will be needed to address fuel reduction, forest health and the protection of significant characteristics of the forested area. All approved recommendations of the report shall be implemented prior to transfer in ownership of the lands to the City of Kelowna.
- vii) To prevent private/public encroachment, the applicant will be required to delineate the private property lines adjacent to the park parcel with a minimum 1.2 m high (4') high black vinyl chain link fence (or approved equivalent) located 150 mm (6") within the private property.

.11) Charges and Fees

- a) Development Cost Charges (DCC's) are payable
- b) Fees per the "Development Application Fees Bylaw" include:
 - i) Street/Traffic Sign Fees: at cost if required (to be determined after design).
 - ii) Survey Monument, Replacement Fee: \$1,200.00 (GST exempt) – only if disturbed.
 - iii) Engineering and Inspection Fee: 3% of construction value (plus GST).
 - iv) Latecomer Processing Fee: \$1,000.00 (plus GST) per agreement (no charge for 1 day agreements).
- c) Sewer Specified Area Administration Fee of \$250.00 to amend service boundary.

Steve Muenz, P.Eng.
Development Engineering Manager

JF

CITY OF KELOWNA

BYLAW NO. 10960

Official Community Plan Amendment No. OCP13-0003 DRS Ventures Ltd., Inc. No. BC0758611 1800 Crosby Road

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

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

1. THAT Map 4.1 - **GENERALIZED FUTURE LAND USE** of "*Kelowna 2030* - Official Community Plan Bylaw No. 10500" be amended by changing the Generalized Future Land Use designation of a portion of the South East $\frac{1}{4}$ of Section 5, Township 23, ODYD, Except Plan 896, located on Crosby Road, Kelowna, B.C., from the S2RESH - Single/Two Unit Residential Hillside and PARK - Major Park/Open Space designation to the S2RES - Single/Two Unit Residential and PARK - Major Park/Open Space designation as identified on Map "A" attached to and forming part of this bylaw;
2. This bylaw shall come into full force and effect and is binding on all persons as and from the date of adoption.

Read a first time by the Municipal Council this 5th day of May, 2014.

Amended at first reading by the Municipal Council this

Considered at a Public Hearing on the

Read a second and third time by the Municipal Council this

Adopted by the Municipal Council of the City of Kelowna this

Mayor

City Clerk

CITY OF KELOWNA
BYLAW NO. 10961
Z13-0004 - DRS Ventures Ltd
1800 Crosby Road

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

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

1. THAT City of Kelowna Zoning Bylaw No. 8000 be amended by changing the zoning classification of a portion of the South East ¼ of Section 5, Township 23, ODYD, Except Plan 896, located on Crosby Road, Kelowna, B.C., from the A1 - Agriculture 1 zone to the P3 - Parks and Open space and RU2 - Medium Lot Housing zone as identified on Map "B" attached to and forming part of this bylaw.
2. This bylaw shall come into full force and effect and is binding on all persons as and from the date of adoption.

Read a first time by the Municipal Council this 5th day of May, 2013.

Amended at first reading by the Municipal Council this

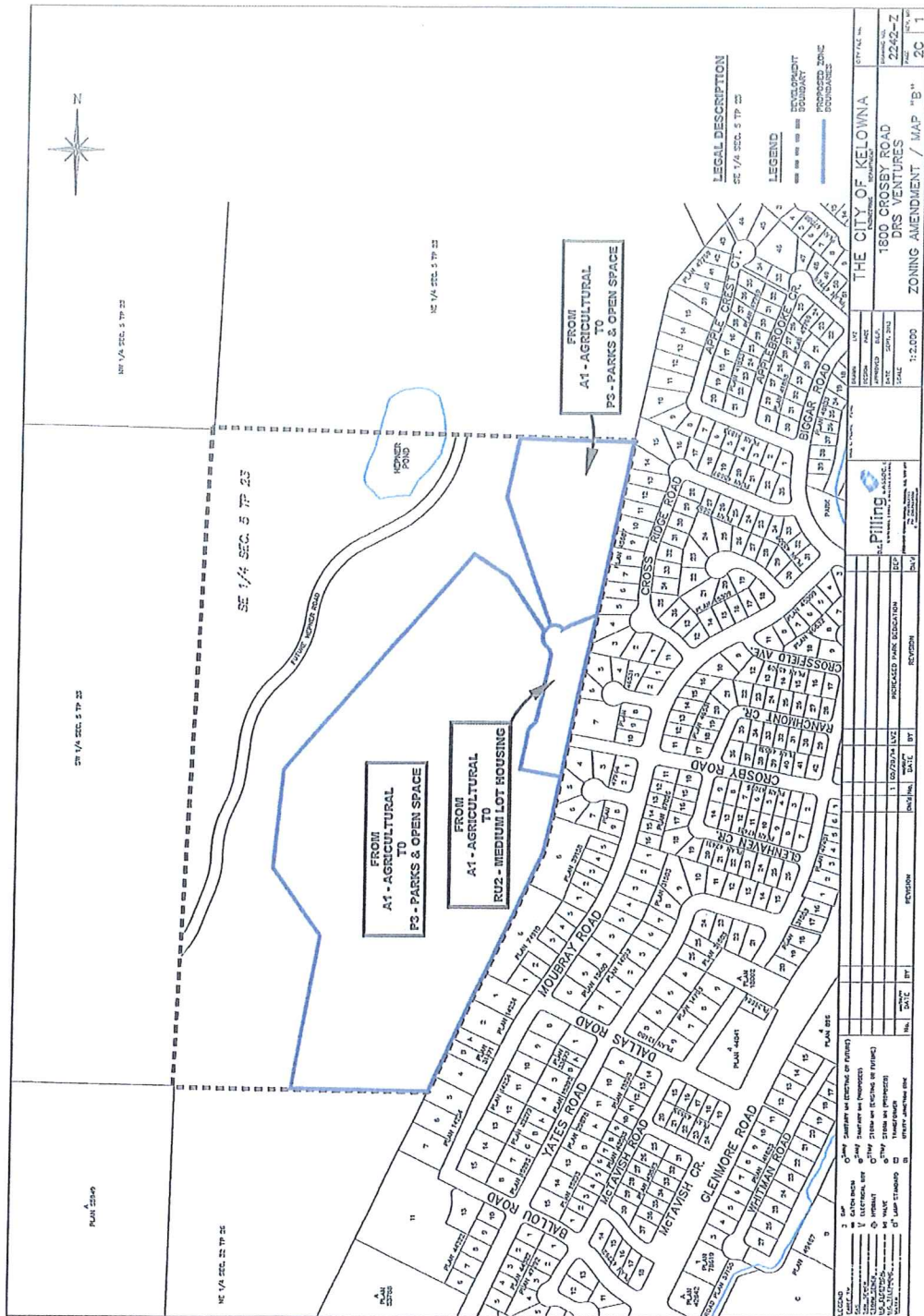
Considered at a Public Hearing on the

Read a second and third time by the Municipal Council this

Adopted by the Municipal Council of the City of Kelowna this

Mayor

City Clerk



REVISED PLAN - JUNE 2014

REPORT TO COUNCIL



Date: 6/9/2014
RIM No. 1210-21
To: City Manager
From: Subdivision, Agriculture & Environment Services (MS)
Application: A13-0012
Owners: Brenda Berard
William (Bill) Berard
Address: 1740 - 1760 KLO Road
Applicant: Bill Berard
Subject: Subdivision in the Agricultural Land Reserve - Homesite Severance & Park
Existing OCP Designation: Resource Protection Area
Existing Zone: A1 - Agriculture 1

1.0 Recommendation

THAT Agricultural Land Reserve Appeal Application No. A13-0012 for *Lot A District Lot 131 ODYD Plan KAP45005 Except Plan KAP78655*, located at (1740 - 1760 KLO Road) for a "*Subdivision of agricultural land reserve*" under Section 21(2) of the *Agricultural Land Commission Act*, 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) of the Agricultural Land Commission Act. The subdivision is more specifically a "Homesite Severance" request as per Policy #11 - Homesite Severance on ALR Lands, and the addition of a park for ecological preservation.

3.0 Subdivision, Agriculture & Environment Services

The applicant is requesting permission from the ALC for a "*Subdivision of agricultural land reserve*" under Section 21(2) of the ALC Act. The applicants are seeking a three lot subdivision.

The proposal includes subdividing the parcel into three lots. These include the homesite parcel, the wetlands and riparian forest to the north, and the remainder that includes the majority of high quality arable land that is currently farmed.

Homesite severances are supported through the City of Kelowna Agriculture Plan¹ and the Agricultural Land Commission Policy #11². In addition, the City of Kelowna Official Community Plan supports the creation of Natural Parks and Open Space where Okanagan ecosystems are conserved and passive recreation opportunities are made possible. The Agricultural Land Reserve Use, Subdivision and Procedure Regulation³ allows biodiversity conservation, passive recreation, wildlife and scenery viewing, as well as the use of open land established as park by a local government⁴.

As such, staff supports the proposal as presented.

4.0 Proposal

4.1 Background

The subject property was purchased by the current owners, William and Brenda Berard, in 1972. ALC Policy #11 - Homesite Severance on ALR Lands states that *"a once only severance may be permitted where the applicant submits documentary evidence that he or she has continuously owned and occupied the property as his or her principal place of residence since 21 December 1972"*.

The owner has continually owned and occupied the property, based on estate documents. The land was subject to a subdivision in 1991, whereby Plan 15131, (Lots 1 and 2), was divided into two properties, Lot A and Lot B of Plan KAP78655. Documentation of the ownership and subdivision is attached.

4.2 Project Description

The applicant is requesting permission from the ALC for a *"Subdivision of agricultural land reserve"* under Section 21(2) of the ALC Act. The applicants are seeking a three lot subdivision.

The property is located at 1740 - 1760 KLO Road (Map 1, below). The proposal is to subdivide the existing homesite located in the western portion of the property. The applicant is proposing a 0.47 ha (1.16 ac) subdivision from the existing 4.15 hectare (10.27 acre) parcel that includes none of the existing farm structures. The applicant has elected to use the existing privacy hedge located along the eastern property to create the proposed eastern property line. The 43.5 meter lot width allows a couple of extra meters on the east side of the existing trees in order to protect the root zone from damage.

The subdivision also includes a 1.17 ha (2.9 ac) parcel at the north portion of the property which is predominately wetlands and associated riparian cottonwood forest. The area does include a former homestead that is in disrepair and requires removal. The City of Kelowna has an agreement to purchase this portion, to add this parcel to the Munson Pond Park to the north, in order to conserve its ecological value and add to the passive recreation opportunities of the park, including the possibility of a loop trail around the pond and bird watching. The proposed subdivision line runs along the north side of an existing irrigation ditch that runs from the northeast corner across the property to the west (Map 2, below).

¹ City of Kelowna Agriculture Plan (1998); p. 85.

² Agricultural Land Commission - Policy #11 - Homesite Severance on ALR Lands (http://www.alc.gov.bc.ca/legislation/policies/Pol11-03_homesite-severance.htm)

³ ALC, 2002. Agricultural Land Reserve Use, Subdivision and Procedure Regulation – Part II, Section 3. http://www.alc.gov.bc.ca/legislation/Reg/ALR_Use-Subd-Proc_Reg.htm#sec16-1

⁴ ALC, 2002. Agricultural Land Reserve Use, Subdivision and Procedure Regulation – Part II, Section 3. http://www.alc.gov.bc.ca/legislation/Reg/ALR_Use-Subd-Proc_Reg.htm#sec16-1

All of the existing farm buildings and structures would stay with the remainder (farm) parcel with an area of 2.52 ha (6.22 ac) if the subdivision is permitted as proposed.

The subdivision preserves the majority of the best land for agriculture, while making use of an existing hedge as a farm buffer for the homesite parcel, and preserving the riparian forests and wetlands to the north.

A community partnership has been established with the Central Okanagan Land Trust (COLT) that demonstrates the priority of this acquisition and the overall importance of Munson Pond. In addition, FortisBC Inc. has also expressed interest in a partnership for the development of Munson Pond Park as the land is in close proximity to FortisBC's interior headquarters on Benvoulin Road.

4.3 Site Context

The subject property is located on the north side of KLO Road (a four lane arterial) between Burtch and Benvoulin Road in the South Pandosy - Kelowna Sector of the City. The subject property is in an interface area, surrounded by agricultural land (ALR) on three sides, low density residential on one side and Commercial and Institutional uses in close proximity.

Figure 1: KLO Road Looking East (Subject Property on Left Side)



The property contains a single home site and single dwelling which is located approximately 45 metres from the front property line (i.e. KLO Road).

Figure 2: Homesite (Proposed Subdivision Area)

The farm buildings and structures, which include a greenhouse and farm gate retail sales area, are located approximately 110 metres east of the dwelling. The farm buildings are located within close proximity (i.e. approximately 10 metres) of KLO Road.

Figure 3: Farm Buildings including Farm Gate Retail Sales

In 2010 the parcel to the west (i.e. 1650 KLO Road) was approved for a partial exclusion and two lot subdivision. The ALR exclusion was authorized by the ALC after it was determined that part of the property was used as a landfill. The ALC required that the remainder (eastern) portion comprising 1.3 hectares of land be remediated to an agricultural standard. As the exclusion and subdivision reduced the eastern (ALR) parcel size below the 2.0 ha minimum, the property is proposed to be rezoned to the RR1 zone, while the western 0.7 ha is proposed to be rezoned to the RR3 zone. The rezoning of the property to the RR1 and RR3 zone are currently being held at third reading until the conditions are met.

The two parcels to the north are owned by the City of Kelowna and encompass "Munson Pond". Munson Pond was inventoried as part of the City's 2008 Wetland Classification, Inventory and Mapping (WIM) project⁵. The 42,251 m² (4.22 ha) wetland is a shallow water basin with greater than 95% open water and a condition of "Functional At Risk" due to habitat fragmentation.

While the extents of Munson Pond are limited to the City's properties, Munson Pond does affect the subject property in terms of the hydrology and hydrogeology. The unfarmed lands in the northern portion of the subject property provide a natural buffer for the wetland from agricultural impacts, are a significant source of wildlife habitat and provide an array of other ecosystem services.

The irrigation ditch has a water license which is part of the Mission Creek Water Users Group. Water rights should stay with the agricultural remainder of the property and this should be confirmed as a condition of subdivision. The subdivision line should be on the north side of the irrigation ditch so that the access to water and license remains on the remaining agricultural parcel.

The City has purchased the three lots to the north of the subject property within the last six years. There are plans to develop a park on these properties with a potential loop trail around Munson Pond, bird blinds, and other facilities including benches, a small parking lot and park signage (see attached).

Parcel Summary:

Parcel Size: 4.15 ha (10.27 ac)
Elevation: 350 - 351 masl

Specifically, adjacent land uses are as follows:

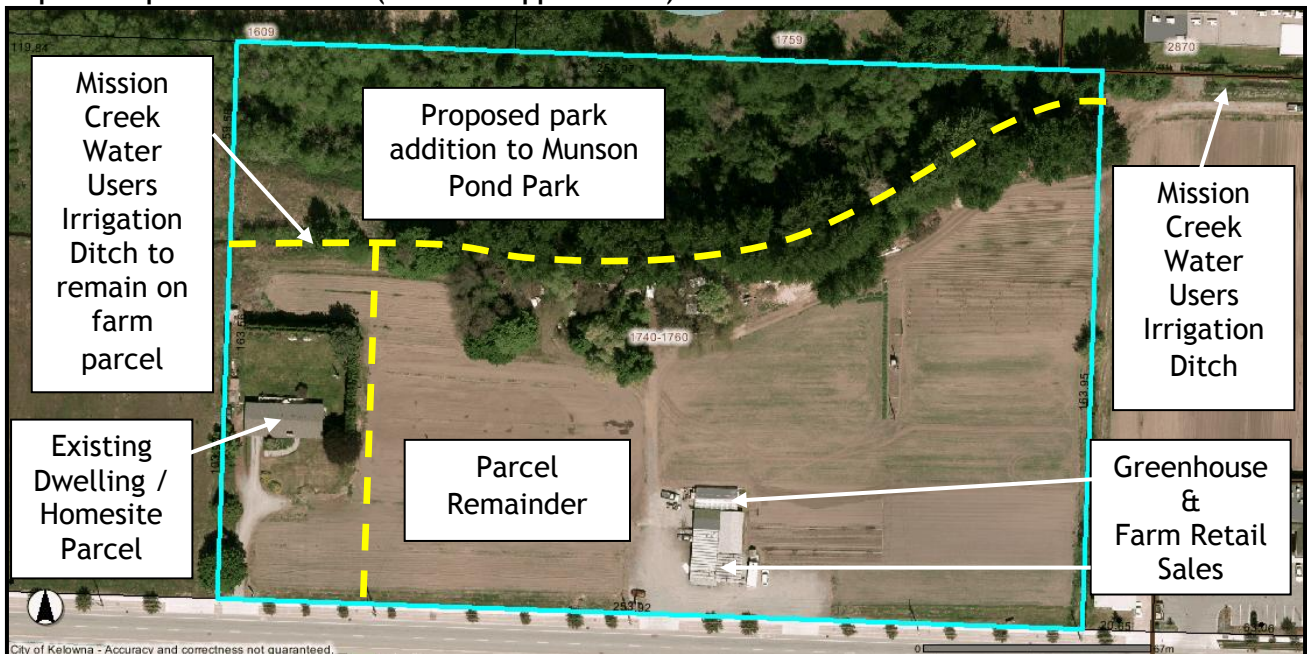
<i>Direction</i>	<i>Zoning Designation</i>	<i>Land Use</i>	<i>In the ALR?</i>
North	A1 - Agriculture 1	Future Park	Yes
East	A1 - Agriculture 1	Agriculture	Yes
South	RU1/RU6	Residential	No
West	A1 - Agriculture 1	Agriculture/Vacant	Yes

⁵ Ecoscape Environmental Consultants Ltd. 2008. Wetland C8-46.

Map 1 - Subject Property - 1740 - 1760 KLO Road



Map 2 - Proposed Subdivision (Lines are approximate)



Note: See Proposed Subdivision Plan, attached

5.0 Current Development Policies

5.1 Kelowna Official Community Plan (OCP)

Protect and enhance local agriculture⁶

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.*

Natural Area Parks & Open Space. *Provide a city-wide network of natural area parks which meet the following criteria:*

- *Contains representative Okanagan ecosystems;*
- *Contains areas of outstanding natural beauty;*
- *The land area is contiguous and forms part of a larger open space network;*
- *Contains Conservation areas;*
- *Protects view-shed corridors; and*
- *Where appropriate, the provision of trails which maximize public safety while minimizing human impact on the most sensitive and vulnerable areas.*

5.2 City of Kelowna Agriculture Plan

ALR Application Criteria⁷

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.

Urban - Rural/Agricultural Boundary Policies⁸

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

Homesite Severance - *Continue to support the concept of homesite severance, consistent with Agricultural Land Commission Policy #025/78 [11]⁹.*

5.3 Agricultural Land Commission Policy #11- Homesite Severance on ALR Lands

Persons making use of this policy should understand clearly that¹⁰:

- a. *no one has an automatic right to a "homesite severance";*

⁶ City of Kelowna Official Community Plan - Chapter 5 - Development Process; pp. 5.33 & 5.34.

⁷ City of Kelowna Agriculture Plan (1998); p. 130.

⁸ City of Kelowna Agriculture Plan (1998); p. 131.

⁹ City of Kelowna Agriculture Plan (1998); p. 85.

¹⁰ Agricultural Land Commission - Policy #11 - Homesite Severance on ALR Lands (http://www.alc.gov.bc.ca/legislation/policies/Pol11-03_homesite-severance.htm)

- b. the Commission shall be the final arbiter as to whether a particular "homesite severance" meets good land use criteria;*
- c. a prime concern of the Commission will always be to ensure that the "remainder" will constitute a suitable agricultural parcel.*

5.4 Agricultural Land Reserve Use, Subdivision and Procedure Regulation

Permitted uses for Land in an Agricultural Land Reserve, include:

- (f) biodiversity conservation, passive recreation, heritage, wildlife and scenery viewing purposes, as long as the area occupied by any associated buildings and structures does not exceed 100 m² for each parcel;*
- (g) use of an open land park established by a local government or treaty first nation government for any of the purposes specified in paragraph (f);*

6.0 Technical Comments

6.1 Development Engineering Department

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 development application submission when the Agricultural Land Commission agrees to the proposed activity on the subject property.

6.2 Ministry of Agriculture

Upon review of this application it would appear that the proponents have owned and farmed the property in question since before 1972. Because of this, the Ministry defers to the decision making processes of the ALC regarding Homesite severance.

Should severance be granted by the ALC, the Ministry requests that a people and pet proof fence be placed around the newly created parcel and a standard "noise, odour and dust" covenant be placed on the Homesite.

7.0 Application Chronology

Date of Application Received: September 25, 2013

Agricultural Advisory Committee November 28, 2013

The above noted application was reviewed by the Agricultural Advisory Committee at the meeting on November 28, 2013 and the following recommendations were passed:

Additional Investigation: December 12, 2013

Application was put on hold in order to explore acquisition options for the northern section of the property adjacent to the City owned Munson Pond Park parcels.

Additional Information Received: January 9, 2014

City staff and COLT representatives met with property owner and agent to review acquisition options.

Report prepared by:

Melanie Steppuhn, Land Use Planner

Approved for Inclusion:



Shelley Gambacort, Director, Land Use Management

Attachments:

Subject Property Map

ALR Map

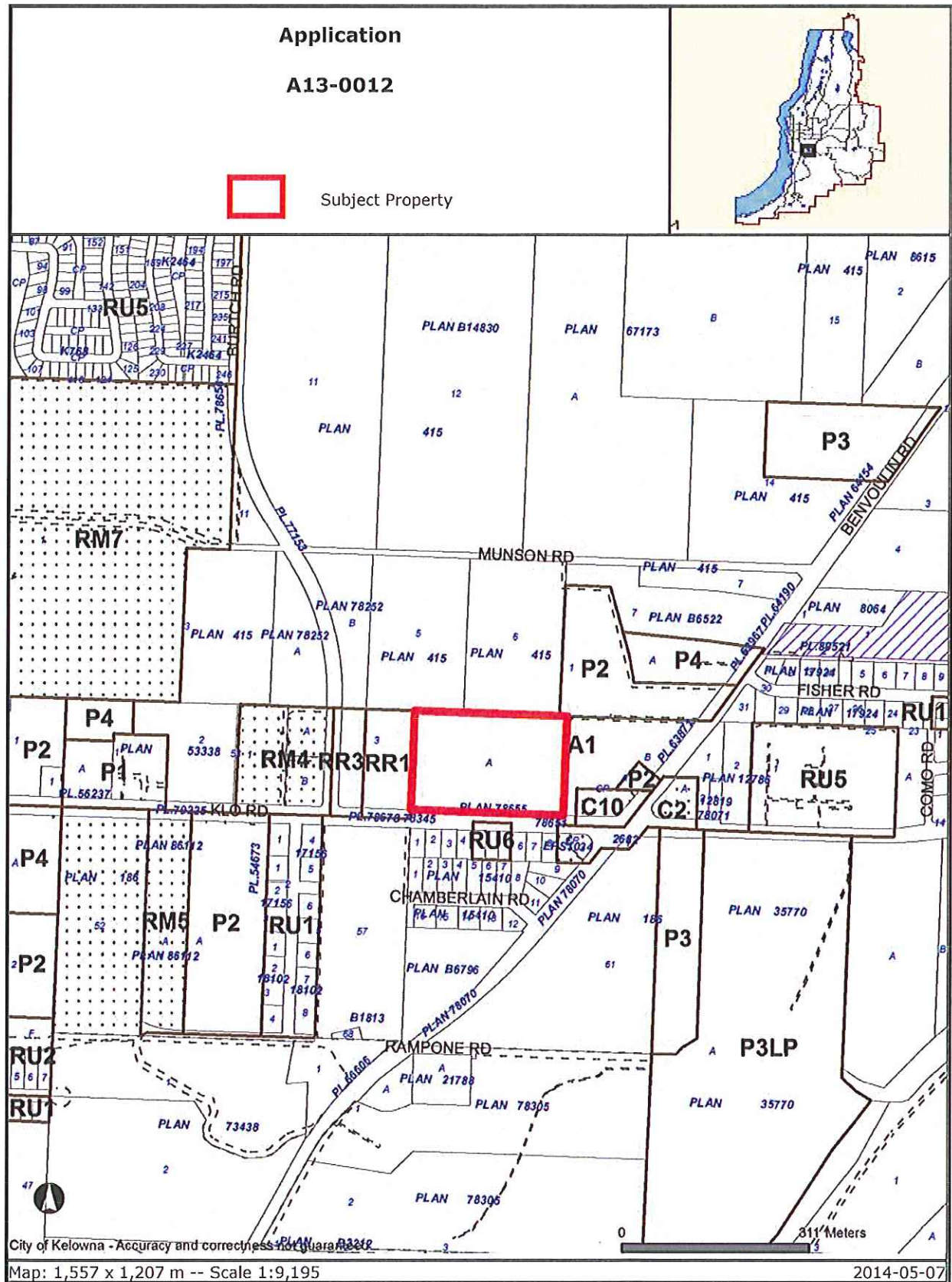
Proposed Severance and Subdivision

Proposed Severance and Subdivision - Survey Plan

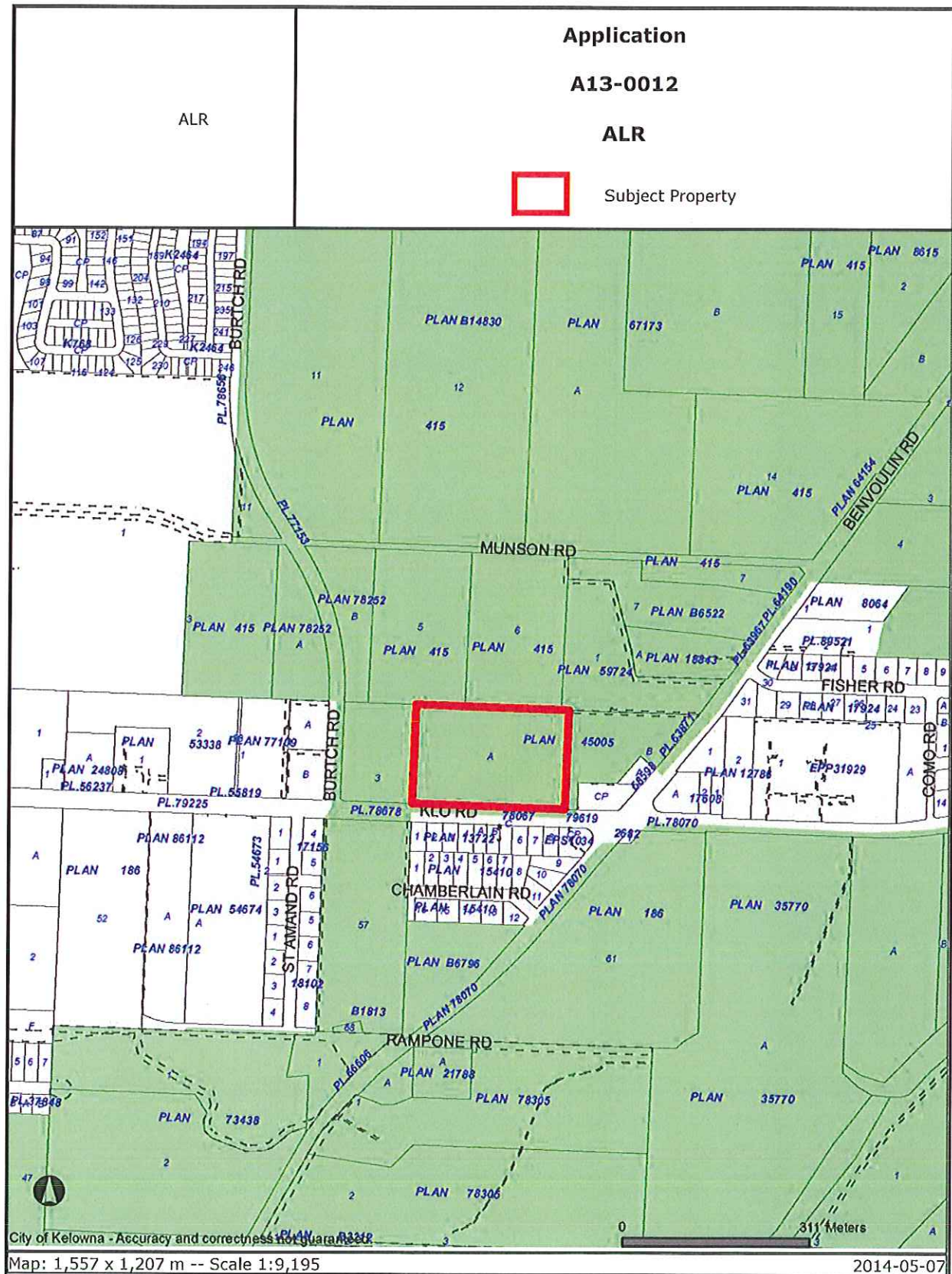
Munson Pond Park Properties

Estate and Ownership Documents and Statement of Title

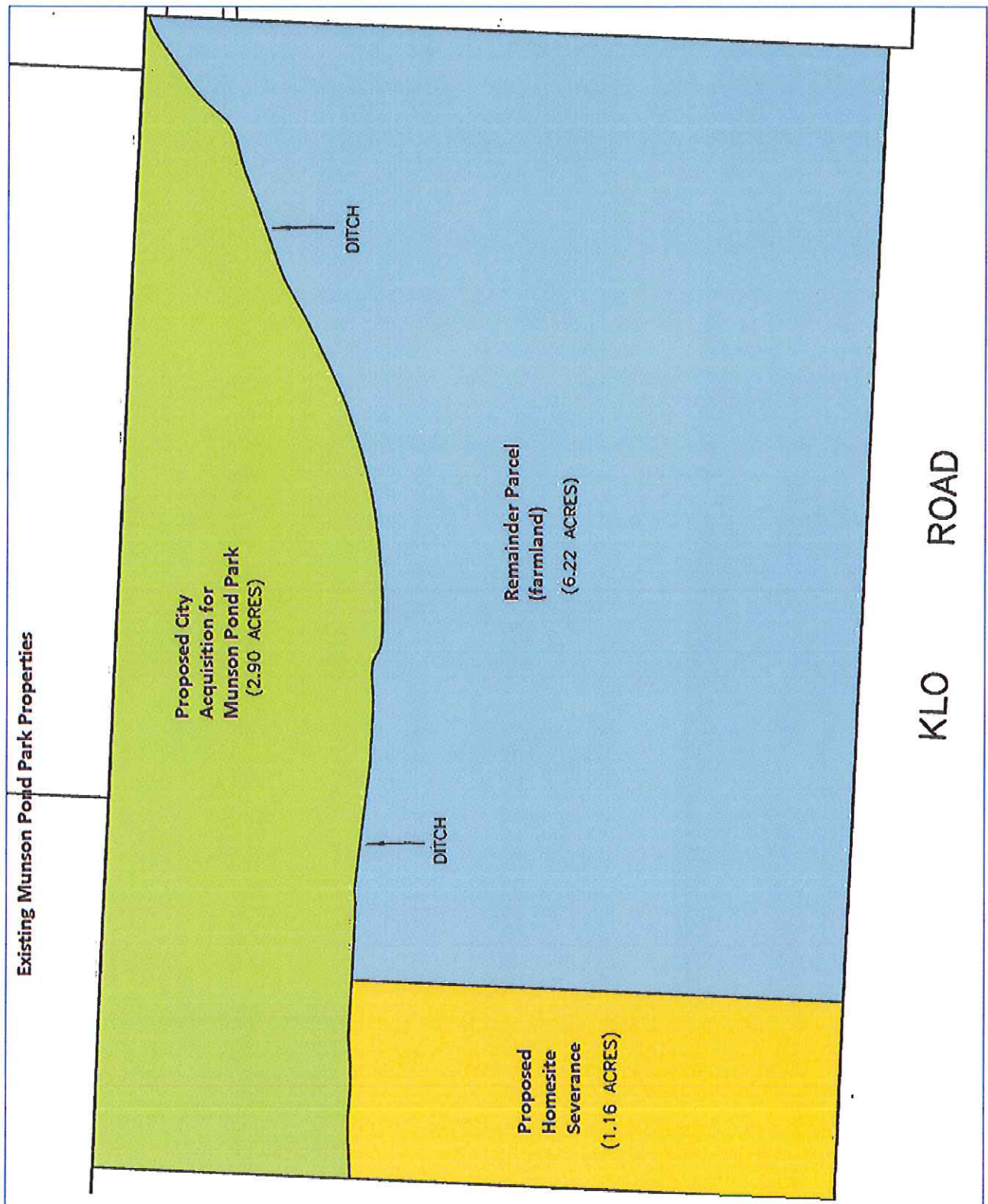
Plan of Subdivision of Lots 1 and 2, Plan 15131 to KAP45005



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.



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.



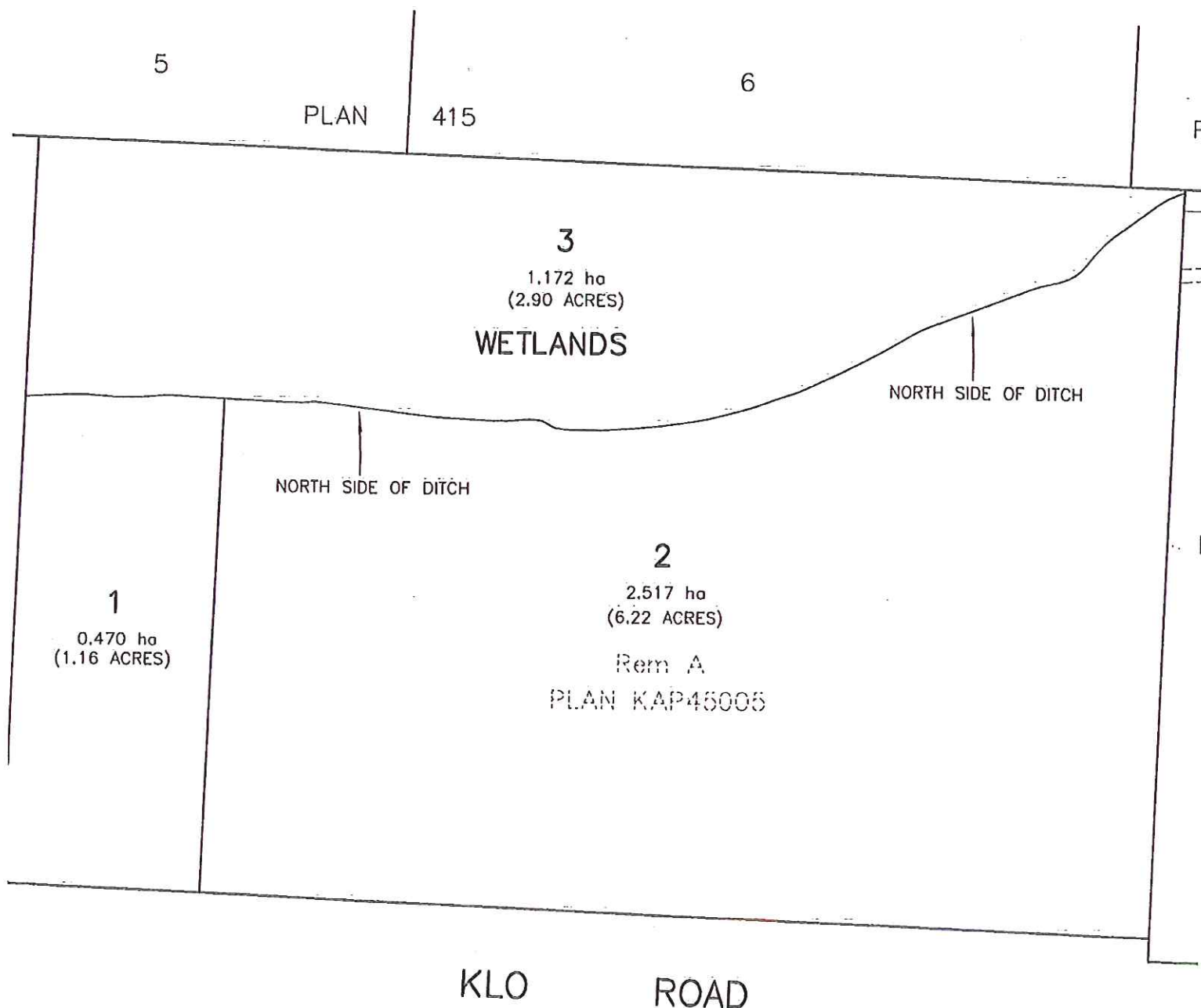
F PROPOSED SUBDIVISION FOR HOMESITE
NCE OVER PART OF LOT A DISTICT LOT 131
AP45005 EXCEPT PLAN KAP78655

0 METRES

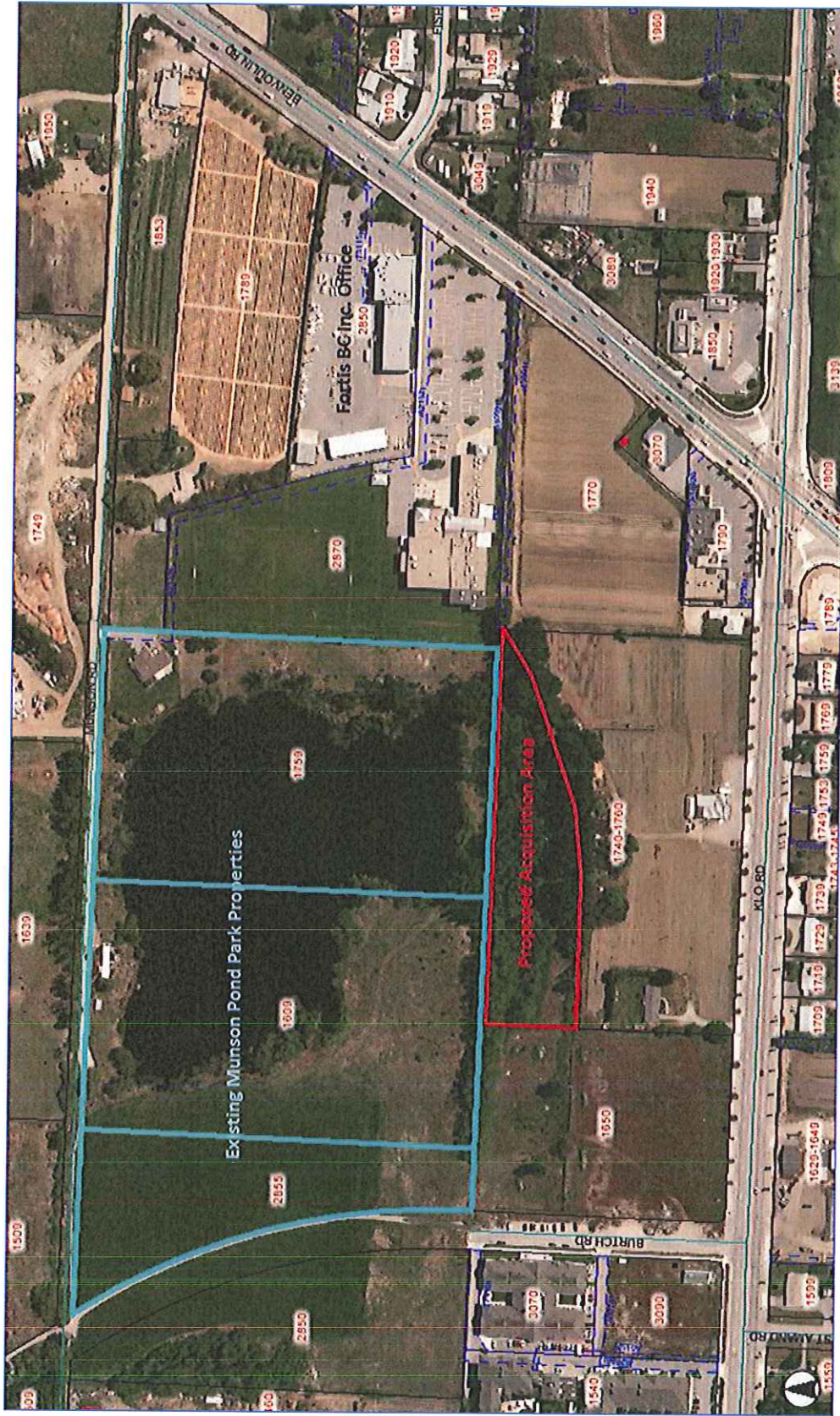


COPY

OPTION 2



Existing Munson Pond Park Properties



MEMO

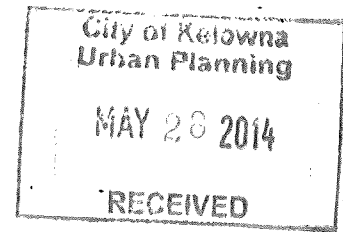
MR. W.H. (Bill) Berard
1740 K.L.O. Rd.
Kelowna, B.C.
V1W 3P6
Phone 860-1902

DATE: MAY 26 / 2014

To: LAND USE PLANNER.

Atten: MELANIE STEPPUHN

Message: RE: STATEMENT OF TITLE



DEAR MELANIE STEPPUHN,

PLEASE FIND ATTACHED:

#1 - PROOF OF OWNERSHIP IN 1972 THIS WORK WAS DONE BY
MR TOM SMITHWICH FROM PORTER RAMSAY LAWYERS.

#2. A CURRENT SEARCH FOR TITLE COMPLETED BY LORI HOTTER
FROM PORTER RAMSAY.

I HOPE THIS SOLVES YOUR QUESTION.

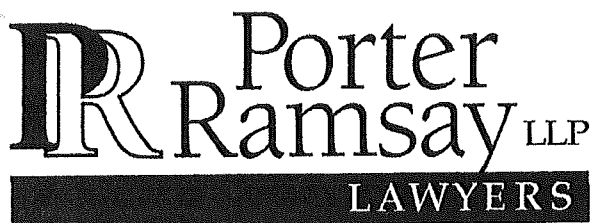
THANK YOU SO MUCH.

A handwritten signature in dark ink, appearing to be "W. H. Bill Berard".

W. H. BILL BERARD

William H. Berard

1740 K.L.O. Road Kelowna, B.C. V1W 3P6
Phone 250-860-1902 / Fax 250-762-7948



RECEIVED AUG 23 2011

Dennis K. Boon
David M. Frechette*
Donald L. Wilkinson
Timothy T. Brown*
Jaime M. Boyle

Tom Smithwick, Q.C.*
Mark A. Koochin*
John S. Kennedy
Christopher K. Wendell*

August 18, 2011

File No: 57730-3-44
Via: Mail

William & Brenda Berard
1740 KLO Rd
Kelowna BC V1W 3P6

Dear Mr. & Mrs. Berard:

Re: Miscellaneous Matters

Please find enclosed a copy of the probate documents registered at the Land Title Office on October 27, 1972 under registration number G46471. We forward these documents for your review, as requested.

Please feel free to contact the undersigned should you have any questions.

Yours very truly,

Porter Ramsay

Per:

A handwritten signature in black ink, appearing to be 'Tom Smithwick', written over a large, stylized oval shape. Below the signature, the text 'Tom Smithwick, Q.C.' is printed.

TS/tl
Enclosure

Phone: (250) 763-7646
Facsimile: (250) 762-9960

www.porterramsay.com
email: tsmithwick@porterramsay.com

#200-1465 Ellis Street, Kelowna, British Columbia V1Y 2A3

RECEIVED AUG 23 2011

RECEIVED
LAND REGISTRY OFFICE
KAMLOOPS B C

G46171

72 OCT 27 9:05

F

PARTICULARS:

APPLICANT: McWILLIAMS & CO.
SOLICITORS & SURVEYORS

1475 ELLIS STREET, KELLOWNA, B.C., TEL. 762-2017

SOLICITORS FOR WILLIAM HENRY BERARD, AS EXECUTOR OF THE ESTATE OF ANNE
MCNEIL BERARD, OKA. ANNE M BERARD, DECEASED, OF
DECLARED VALUE: \$ 33,500.
1958 PANDOSY STREET, KELLOWNA, B.C.

NATURE OF DOCUMENT: TRANSMISSION

PLEASE FORWARD DUPLICATE CERTIFICATE OF TITLE
TO APPLICANT.

Explore Bailey

260085 F W.

Let!

Plan 1513/1-27-16 411471 LSA I

5250 W.

1-27-16 411472 LSA--

C.D. & Postage

RECEIVED AUG 23 2011

173-1013

KELOWNA

AUG 10 1972

FORM A

REGISTRY

In the Supreme Court of British Columbia

IN PROBATE

SCP 115/72

KELOWNA

Registry

Be it known that on the eight day
of August, in the year of our Lord one thousand nine
hundred and seventy-two, the last Will and Testament (a copy
whereof is hereto annexed) of ANNIE McNEIL BERARD otherwise known as
ANNIE M. BERARD
late of Kelowna, Province of British Columbia,
deceased, who died at
the City of Kelowna, Province aforesaid,
on or about the 1st day of February, 1972.
was exhibited, read, and proved before a Judge of the Supreme Court of British Columbia, and
administration of all the estate which by law devolves to and vests in the personal representative of
the said deceased was granted to WILLIAM HENRY BERARD of the City of
Kelowna aforesaid,

the sole Executor in the said Will named,

SUPREME COURT
OF BRITISH COLUMBIA

AUG 10 1972

KELOWNA
REGISTRY



Given under the Seal of the said Court, this tenth day
of August, A.D. 1972.

SUPREME COURT
OF BRITISH COLUMBIA

SEP 20 72

RE-Extracted by
PROCL...

Messrs. McWilliams, Bilsland, Tinker & Gurney
Solicitors
Kelowna, British Columbia

Asst. Dep. District Registrar.

ORIGINAL IN THIS COPY

DISTRICT REGISTRAR

Fr **FILM**

Cert. of Title No: 266685F ^{of} Cancel

_____ not cancelled.

Running No: _____

Merge:

Owner is/is not a British subject:

Date of Application: 27/10/72

REGISTERED OWNER:

WILLIAM HENRY BERARD

1958 Pandosy Street

Kelowna, B.C.

Executor of Will of Annie McKel Berard,
deceased see G46471

RECEIVED AUG 23 2017

Application No: G46471F

Running No:

Declared value: \$33,500.

List of instruments:

1st Stop Transmission

Deeds Deposited: G46471

Endorsements: NIL

LAND DESCRIPTION:

Lot 1
D.L. 131
O.D.Y.D.
Plan 15131

Vernon A.D.

H
1000-2000

RECEIVED AUG 23 2011
G46471



DEPARTMENT OF FINANCE

Form No. 3 (SUCCESSION DUTY)

Form No. 2 (PROBATE FEES)

CERTIFICATE OF DISCHARGE

SD 4419/723

SUCCESSION DUTY ACT PROBATE FEES ACT
(Sections 24, 35, 51) (Section 32)

In the Matter of the Estate of BERARD, ANNIE MCNEIL, Deceased

THIS IS TO CERTIFY that the full amount of Succession Duty and Probate Fees, if any, payable in respect of the property or beneficial interest in property of the above-named deceased herein set forth has been paid or secured and the property or interest is therefore discharged from any further claim to Succession Duty and Probate Fees.

The property or interest comprised in this certificate is as follows:—

"Lot 1, D.L. 131, Osoyoos Division Yale District, Plan 15131"

This certificate is given under the terms and subject to the conditions of section 24 (or 35, or 51) of the *Succession Duty Act* and section 32 of the *Probate Fees Act*.

Dated at Victoria this 13th day of September, 1972

Countersigned.

W. H. C. Cameron
Minister of Finance.

eb

RECEIVED AUG 23 2011

RECEIVED AUG 23 2011

INVENTORY X: (Form No. 1 (Long) Insert)

SUCCESSION DUTY ACT (BRITISH COLUMBIA)

In the SUPREME COURT OF BRITISH COLUMBIA

G46471

In the Matter of the Estate of ANNIE McNEIL BERARD, otherwise
known as Annie M. Berard, Deceased

REAL ESTATE		TOTAL
(Give full value of property, setting out encumbrances (if any) in detail separately.)		
Property situate in the Vernon Assessment District, Province of British Columbia, just South of the City of Kelowna on the KLO Road, and being more particularly known as Lot 1, District Lot 131, Osoyoos Division Yale District, Plan 15131, registered in the name of Annie McNeill Howard, assessed value - Land \$1,517.00; Improvements - \$1,066.00. Market Value		\$ 33,500.00
<div style="display: flex; justify-content: space-around; align-items: center;"> <div style="border: 1px solid black; border-radius: 50%; padding: 10px; text-align: center;"> KELOWNA SEP 20 1972 REGISTRY </div> <div style="border: 1px solid black; border-radius: 50%; padding: 10px; text-align: center;"> OFFICE COPY KELOWNA REGISTRY SEP 21 1972 <i>Ex. 2. by [Signature]</i> </div> </div>		

RECEIVED 23 2019

2. MONEYS SECURED BY MORTGAGE OR AGREEMENT OF SALE

PRINCIPAL

INTEREST

TOTAL

RECEIVED AUG 23 2001



LAND REGISTRY ACT
(FORM F, SECTION 143)

RECEIVED 193 2 3 2011
Title No. G46471F
Register Vol. _____
From Title No. 2666.85F

CERTIFICATE OF INDEFEASIBLE TITLE

Land Registry Office, Kamloops, British Columbia.

This is to certify that the undermentioned registered owner in fee-simple is absolutely and indefeasibly entitled in fee-simple, subject to such charges, liens, and interests as are notified by endorsement hereon, and subject to the conditions, exceptions, and reservations set out hereon, to the land situated in the Province of British Columbia, and more particularly described below.

Registered owner in fee-simple: Application for registration received 27th October, 1972

WILLIAM HENRY BERARD

1958 Pandosy Street

Kelowna, British Columbia

Executor of Will of ANNIE McNEIL BERARD, Deceased see G46471.

Description of land: (See back hereof for transfers (if any) of the land or a part thereof).

Lot 1, District Lot 131, Osoyoos Division Yale District, Plan 15131.
In the Vernon Assessment District.

CHARGES, LIENS, AND INTERESTS*

Nature of Charge; Number; Date and Time of Application	Registered Owner of Charge	Remarks
<div> CANCELLED: 21 Nov 1972 By G50396 -F WA </div>		

In witness whereof I have hereunto set my hand and the seal of my office aforesaid, this 6th day of November, 1972

[Signature]
Registrar.

* Each endorsement affects all the land described herein, unless otherwise indicated in "Remarks" column. See back hereof for abbreviations, etc.

Bill Berard

From: "Lori Holtjer" <LHoltjer@porterramsay.com>
Date: Monday, May 26, 2014 11:44 AM
To: <whberard@shaw.ca>
Attach: title search - May 26 14.pdf
Subject: title search for Lot A, KAP45005

Hi Bill

Further to our telephone conversation today, please find attached the current title search reflecting both you and Brenda on title.

This should be sufficient for the City.



Lori Holtjer
Legal Assistant
E-mail: lholtjer@porterramsay.com

PORTER RAMSAY LLP
200-1465 Ellis Street
Kelowna, BC V1Y 2A3
Telephone: 250-763-7646
Fax: 250-762-9960
www.porterramsay.com

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TITLE SEARCH PRINT

2014-05-26, 11:51:49

Requestor: lholtjer@porterramsay.com

Folio/File Reference:57730.5.26

****CURRENT INFORMATION ONLY - NO CANCELLED INFORMATION SHOWN******Land Title District**

Land Title Office

KAMLOOPS

KAMLOOPS

Title Number

From Title Number

CA1937629

KX101862

Application Received

2011-03-16

Application Entered

2011-03-23

Registered Owner in Fee Simple

Registered Owner/Mailing Address:

BRENDA SUSAN BERARD, HOMEMAKER
WILLIAM HENRY BERARD, SALES REPRESENTATIVE
1740 KLO ROAD
KELOWNA, BC
V1W 3P6
AS JOINT TENANTS

Taxation Authority

CITY OF KELOWNA

Description of Land

Parcel Identifier:

017-322-839

Legal Description:

LOT A DISTRICT LOT 131 OSOYOOS DIVISION YALE DISTRICT PLAN KAP45005
EXCEPT PLAN KAP78655

Legal Notations

THIS CERTIFICATE OF TITLE MAY BE AFFECTED BY THE AGRICULTURAL LAND
COMMISSION ACT SEE PLAN 11328

HERETO IS ANNEXED EASEMENT KE63465 OVER PART OF LOT B PLAN KAP45005
SHOWN ON PLAN KAP45601

Charges, Liens and Interests

Nature:

MORTGAGE

Registration Number:

CA1934383

Registration Date and Time:

2011-03-15 10:09

Registered Owner:

HOME EQUITY MORTGAGE CORPORATION
INCORPORATION NO. A57412

TITLE SEARCH PRINT

2014-05-26, 11:51:49

Requestor: lholtjer@porterramsay.com

Folio/File Reference:57730.5.26

Nature:	MORTGAGE
Registration Number:	CA1934450
Registration Date and Time:	2011-03-15 10:57
Registered Owner:	ALBERT ERNEST WILLMS CHRISTINA MARIA WILLMS AS JOINT TENANTS

Duplicate Indefeasible Title

NONE OUTSTANDING

Transfers

NONE

Pending Applications

NONE

REPORT TO COUNCIL



Date: 6/9/2014

RIM No. 1210-10

To: City Manager

From: Subdivision, Agriculture & Environment Services (MS)

Application: A14-0004 **Owner:** (Charles) Blair Wilson
Kelly Janine Wilson

Address: 4410 Wallace Hill Road **Applicant:** Blair Wilson

Subject: Non-farm use application in the Agricultural Land Reserve (ALR)

Existing OCP Designation: Resource Protection Area

Existing Zone: A1-Agriculture 1

1.0 Recommendation

THAT Agricultural Land Reserve Appeal Application No. A14-0004 for *Lot 2 DL 360 ODYD Plan 39632*, located at 4410 Wallace Hill Road for a non-farm use of agricultural land in the Agricultural Land Reserve, pursuant to Section 20(3) of the *Agricultural Land Commission Act*, 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

To obtain approval from the Agricultural Land Commission (ALC) under Section 20(3) of the ALC Act for a "non-farm use" within the Agricultural Land Reserve (ALR) to permit the activity of an apple vodka distillery and tasting room to complement their apple orchard.

3.0 Subdivision, Agriculture & Environment

The applicant is proposing to establish an apple vodka distillery and tasting room. The apple vodka tasting room follows the guidelines set out in the *Agricultural Land Commission Act* for wineries and cideries for tasting rooms. The area of the tasting room is less than 125 m², and the outdoor patio area is less than 125 m². The applicant is planning for a picnic special events area, and is applying for a liquor license with a special events endorsement.

The proponent is planning to decommission the existing house prior to occupancy of a new home currently under construction. The reuse of the existing house as an office for the farm is permissible as long as it is fully decommissioned prior to the occupancy permit of the home under construction.

The applicant has indicated that the distillery will require more apples than they currently produce until their smaller trees increase their production. Until then, they will purchase apples from other local farms to supplement their distillery production.

As this proposal represents another opportunity to produce a value added product and diversify the local economy's agricultural products, staff support this application.

4.0 Proposal

4.1 Background

The subject property has been owned by the applicant since 2011. It currently has approximately 2.6 ha (6.4 ha) in apples, as well as an agri-tourist accommodation Recreational Vehicle (RV) site, washroom facilities for the RV campground, a primary residence, barn, and several horse stables, riding areas, and a new single family dwelling. A delayed demolition bond has been taken for the second dwelling, until the residence under construction is complete. The owner would like to turn the second dwelling into an office, rather than demolish it, to support the apple vodka distillery.

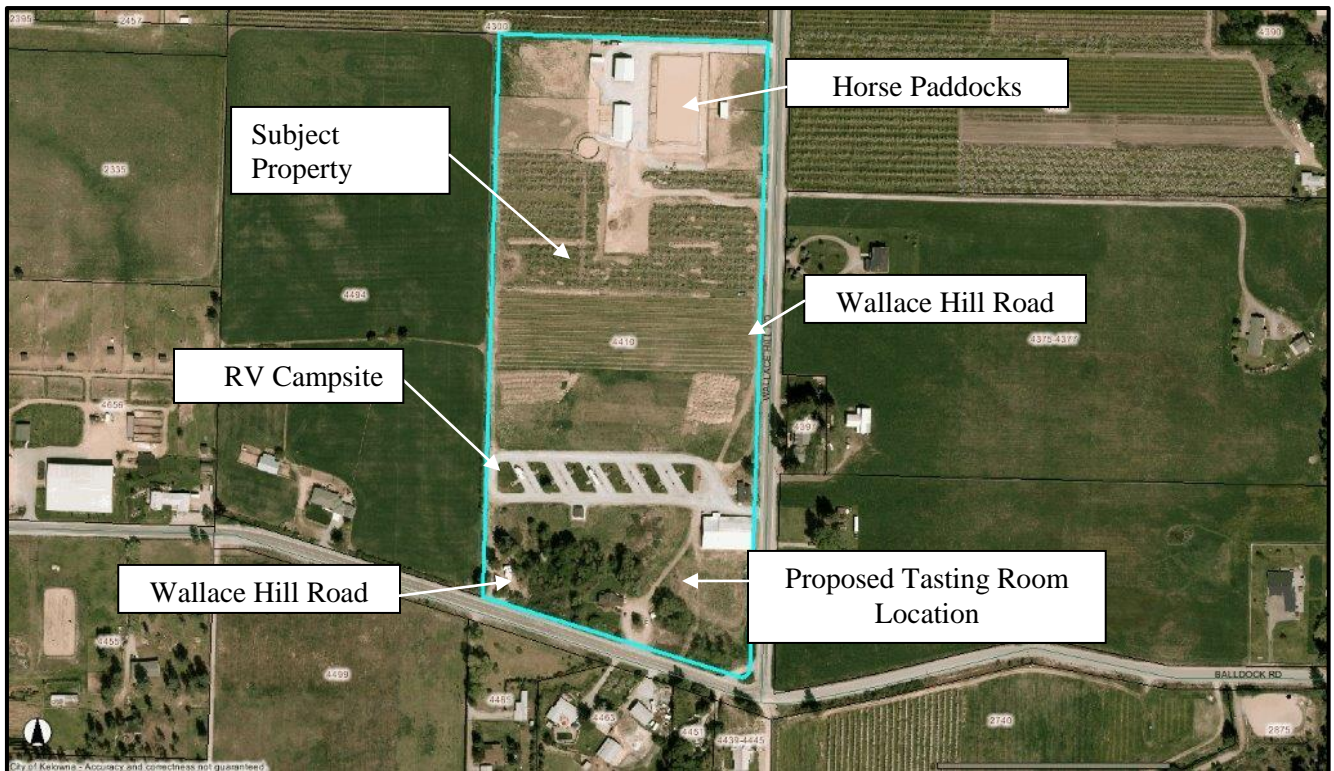
4.2 Project Description

The applicant is proposing to establish an apple vodka distillery and tasting room. The still is from a German manufacturer (see photos, attached). It distils the apples multiple times before the vodka is produced. The plan is to establish the production facility in an existing barn, with the tasting room attached. The parking area and tasting room are planned for the southeast corner of the property, in a field that is currently vacant.

4.3 Site Context

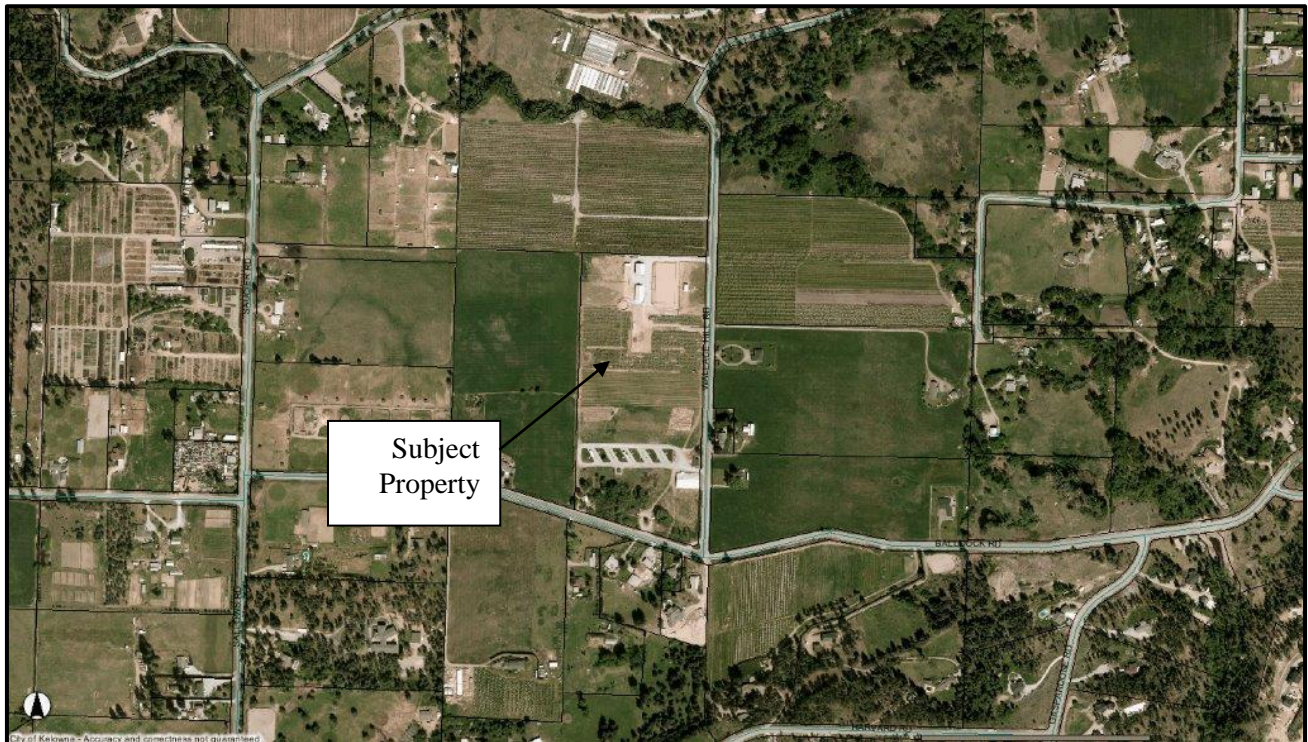
The subject properties are located in Southeast Kelowna, with Wallace Hill Road turning a corner at the southeast corner of the property, and running north/south along the east property line, and east/west along the south property line.

Map 1 - Subject Property - Wallace Hill Road



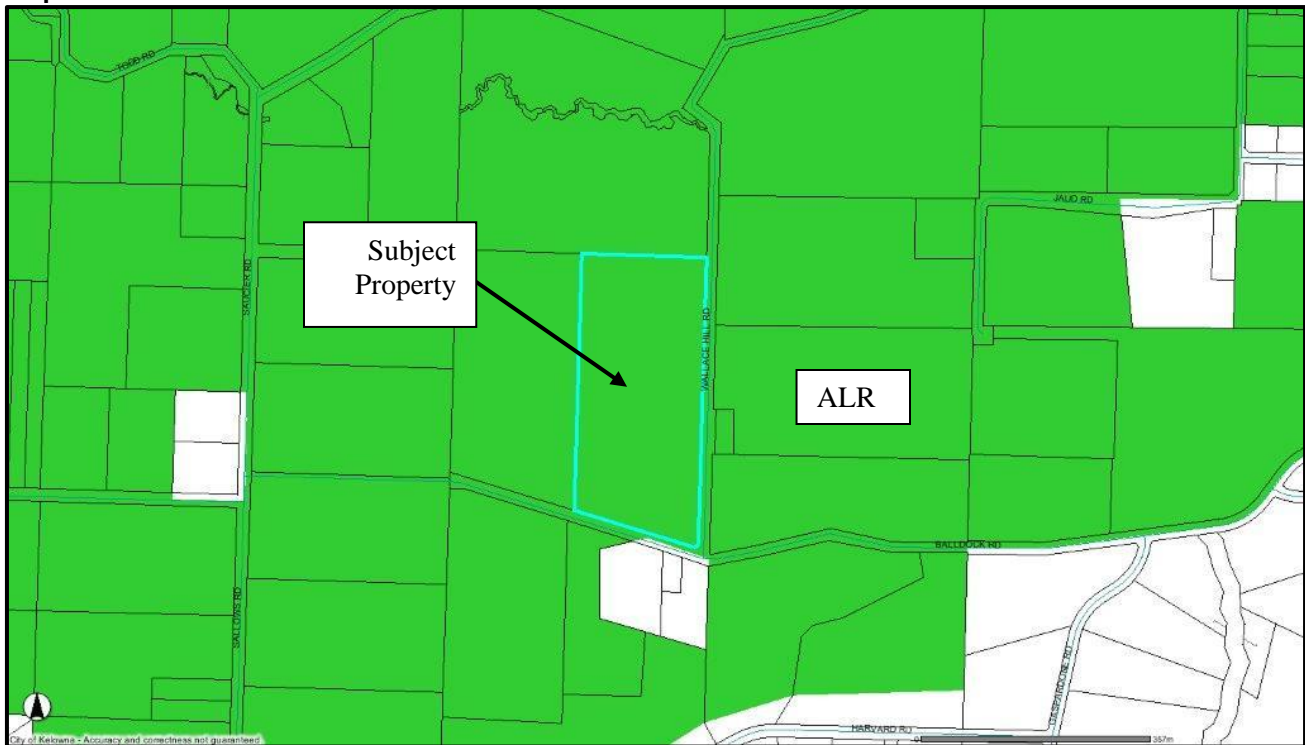
The subject property is within Southeast Kelowna, and is surrounded by orchards, hayfields, and other agricultural and rural land uses.

Map 2 - Neighbourhood Context - Wallace Hill Road



The subject property is within the ALR, and surrounded by properties within the ALR. The nearest boundary of the ALR is to the southeast, where the topography steepens.

Map 3 - ALR



4.4 Future Land Use and Zoning

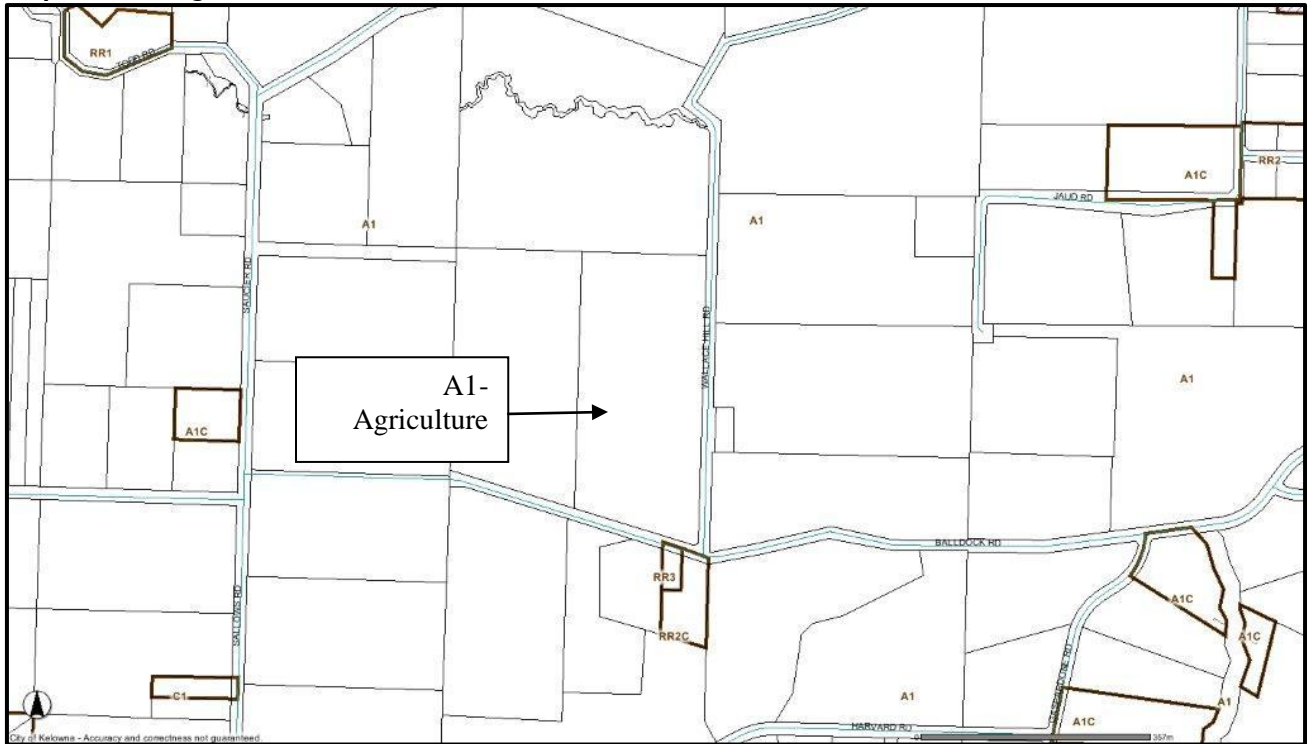
The future land use of the property and surrounding area is Resource Protection Area (REP).

The zoning of surrounding properties is primarily A1 - Agriculture, with the exception of two properties that lie directly south, across Wallace Hill Road. These are RR3 - Rural Residential Small Lot and RR2c - Rural Residential Medium Lot with Carriage House. These two properties, as well as one to the west of these, are not in the ALR.

Zoning and land uses adjacent to the property are as follows:

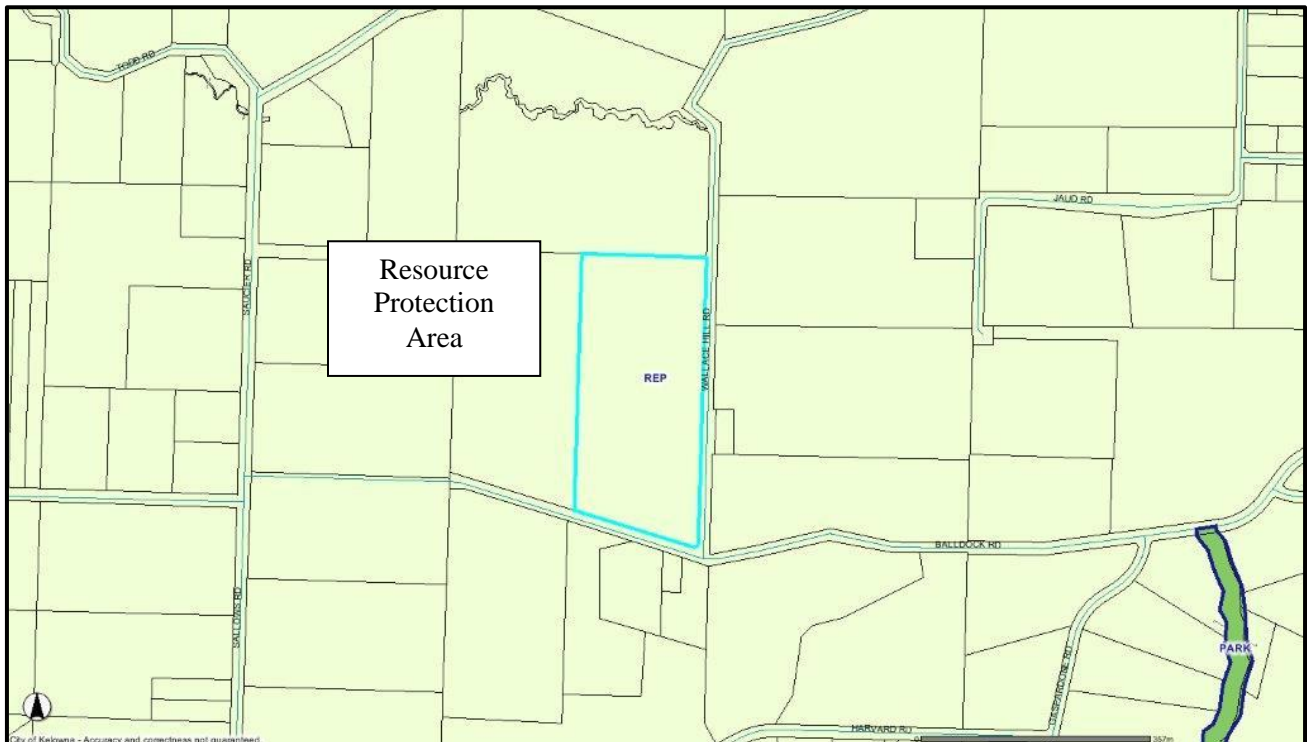
Direction	Zoning	ALR	Land Use
North	A1 - Agriculture	Yes	Agricultural
South	A1 - Agriculture / RR3 - Rural Residential & RR2c - Rural with Carriage House	Yes	Rural Residential
East	A1 - Agriculture	Yes	Agricultural
West	A1 - Agriculture	Yes	Agricultural

Map 4 - Zoning

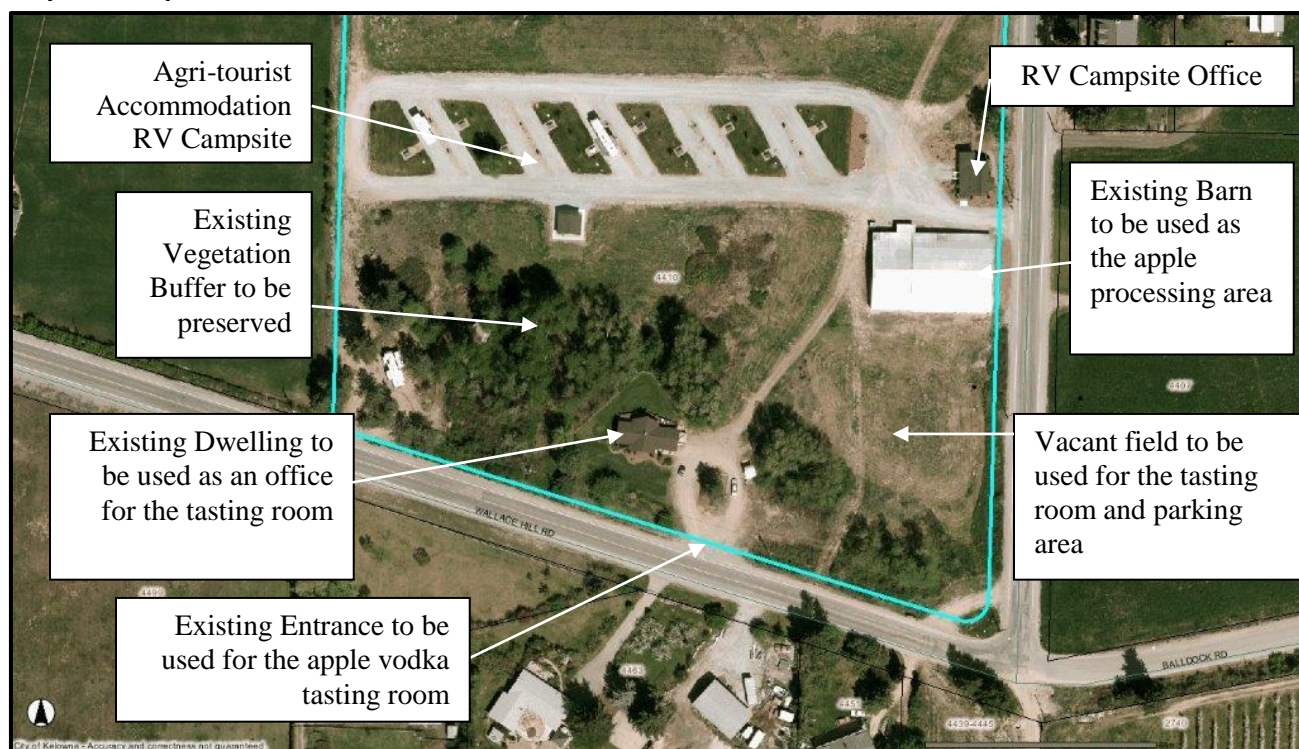


The future land use designation of the property and surrounding area is Resource Protection Area.

Map 5 - Future Land Use



Map 6 - Proposed



4.5 Current Development Policies

4.6 Kelowna Official Community Plan (OCP)

4.7 2030 Official Community Plan: Greening Our Future

The subject property has a future land use designation of Resource Protection Area and relevant policies are included below:

Protect and enhance local agriculture¹.

Agri-tourism, Wineries, Cideries, Retail Sales. Support agritourism uses that can be proven to be in aid of and directly associated with established farm operations. Permit wineries, cideries and farm retail sales (inside and outside the ALR) only where consistent with existing ALC policies and regulations.

Non-farm Uses. Support non-farm use applications on agricultural lands only where approved by the ALC and where the proposed uses:

- are consistent with the Zoning Bylaw and OCP;
- provide significant benefits to local agriculture;
- can be accommodated using existing municipal infrastructure;
- minimize impacts on productive agricultural lands;
- will not preclude future use of the lands for agriculture;
- will not harm adjacent farm operations.

¹ City of Kelowna 2030 Official Community Plan: Greening Our Future (2011), Development Process Chapter; p. 5.33.

Preserve productive agricultural land².

Homeplating. Locate buildings and structures, including farm help housing and farm retail sales area and structures, on agricultural parcels in close proximity to one another and where appropriate, near the existing road frontage. The goal should be to maximize use of existing infrastructure and reduce impacts on productive agricultural lands.

Reinforce Kelowna's unique identity/sense of place³. This objective will be achieved by retaining important natural and community features.

Farm Protection Development Permit Guidelines⁴. 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;

4.8 City of Kelowna Agriculture Plan

Economic Enhancement Policies⁵

Integration. Support the establishment of a process to consider, in addition to the promotion of agri-tourism and direct farm marketing businesses within the community, an integrated approach that creates linkages to the cultural and heritage tourism sectors, in terms of marketing an identity of Kelowna.

5.0 Technical Comments

5.1 Building & Permitting Department

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

5.2 Development Engineering Department

Development Engineering has the following comments at this point in time with regard to this application, a comprehensive report will be provided at the time of subdivision application submission if and when the Agricultural Land Commission agrees to this proposal.

1. General and Access

- a) New construction setbacks shall respect the existing road reserve boundaries.
- b) Adequate off-street parking shall be provided.
- c) The driveway access shall be paved, perpendicular to the road centerline and the driveway grades shall meet bylaw requirements. (Approaching driveway grade to be no greater than 3% for a distance of no less than 15 meters from the road asphalt edge.)
- d) Foliage shall be kept cleared in both directions to ensure that sightlines are not obstructed for a minimum of 110 meters.

² City of Kelowna 2030 Official Community Plan: Greening Our Future (2011), Development Process Chapter; p. 5.34.

³ City of Kelowna 2030 Official Community Plan: Greening Our Future (2011), Economic Development Chapter; p. 8.4.

⁴ City of Kelowna 2030 Official Community Plan: Greening Our Future (2011), Farm Protection Development Permit Guidelines Chapter; p. 15.3.

⁵ City of Kelowna Agriculture Plan (1998); p. 150 - 152.

- e) Proposed signage shall meet bylaw requirements and the locations will require further review.
- f) Where internal drive aisle vehicle headlights may project onto the fronting roads, headlight screening will be required.

2. Domestic water and fire protection.

- a) The subject property is within the service area of the South East Kelowna Irrigation District (SEKID). The developer is required to make satisfactory arrangements with the SEKID for these items.
- b) On-site servicing including the use of existing or proposed wells will be reviewed by the Interior Health Authority and Building & Permitting.

3. Sanitary Sewer.

- a) This subject parcel is currently not within the City service area. Sanitary sewage is presently handled by an on-site sewage disposal system.
- b) Existing and proposed on-site servicing will be reviewed by the Interior Health Authority and Building & Permitting.

4. Drainage.

A site drainage management plan and design will be a requirement of a development application.

5.3 Policy & Planning

The Zoning Bylaw and OCP supports wineries, cideries and retail sales. A distillery could be consistent and in character with these policies, subject to ALC approval.

Should the ALC amend their regulations to allow distilleries it may be appropriate to consider similar amendments to the Zoning Bylaw and OCP.

5.4 Ministry of Agriculture

This application appears to be a non-farm use application and must be adjudicated by the Agricultural Land Commission. Should approval be granted to carry out this activity, the Ministry of Agriculture will make comments related to zoning, land use and the legal framework related to the operation of the distillery.

5.5 Interior Health Authority

The production of alcohol from apples will not contribute to the food security of Kelowna's population. However, if imported apples become unaffordable in the future, the entire parcel of land could be converted back to its original function and contribute to local food supply. Letter is attached.

5.6 Irrigation District

Southeast Kelowna Irrigation District has been in communication with the applicant regarding water servicing requirements.

6.0 Application Chronology

Date of Application Received: April 24, 2014

Application Circulated: May 1, 2014

Agricultural Advisory Committee May 22, 2014

The following recommendation was passed (4 of 4 members present voting in support).

MOVED BY Yvonne Herbison/SECONDED BY Leo Gebert

THAT the Agricultural Advisory Committee recommends that Council supports Agricultural Land Reserve Appeal Application No. A14-0004 for the property located at 4410 Wallace Hill Road, Kelowna, BC for an application to the Agricultural Land Commission under Section 20(3) of the *Agricultural Land Commission Act* for a "non-farm use" within the Agricultural Land Reserve to permit the activity of an apple vodka distillery and tasting room as a value added business to complement the existing apple orchard.

CARRIED

ANECDOTAL COMMENT:

The Agricultural Advisory Committee noted that there are a significant number of existing structures on the site and expressed a concern with the number of structures.

Report prepared by:

Melanie Steppuhn, Land Use Planner

Approved for Inclusion: ☐ Shelley Gambacort, Director, Land Use Management

Attachments:

Site Photos

Subject Property Map

ALR Map

Distillery / Tasting Room Plans

Statement of Title

PHOTOS

Photo 1. Proposed Distillery Site



Photo 2. Proposed Distillery Site from Road



Photo 3. Proposed Entrance to Wallace Hill Road



Photo 4: Orchard of Spartan and Ambrosia Apples



Photo 5: Proposed Parking Area for Tasting Room



Photo 6: Photo of Proposed Apple Vodka Tasting Room and Distillery Site (Vacant Field)



Photo 7: Entrance to RV Park



Photo 8: Existing RV Park

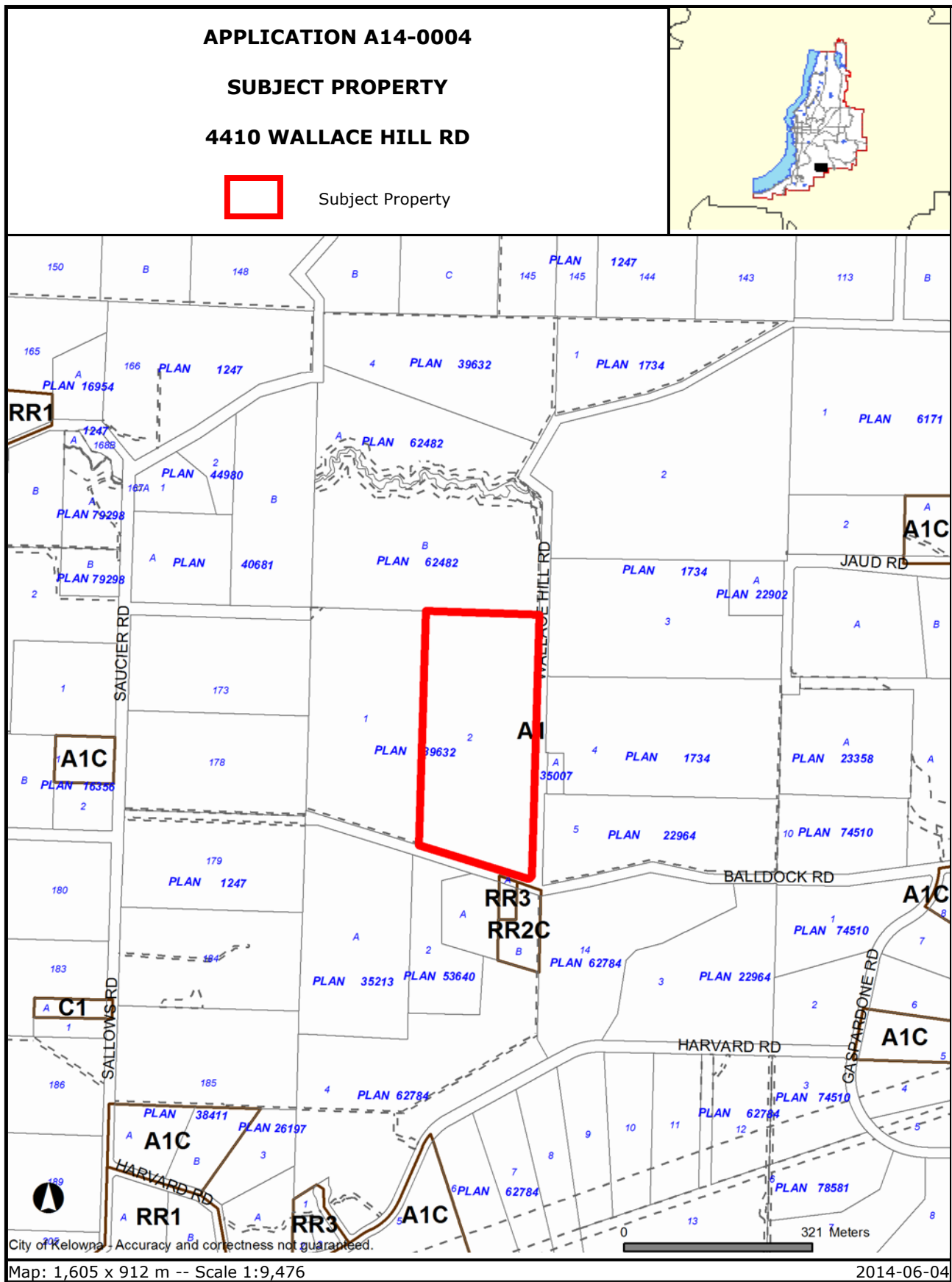


Photo 9: Vegetation to be retained along Wallace Hill Road

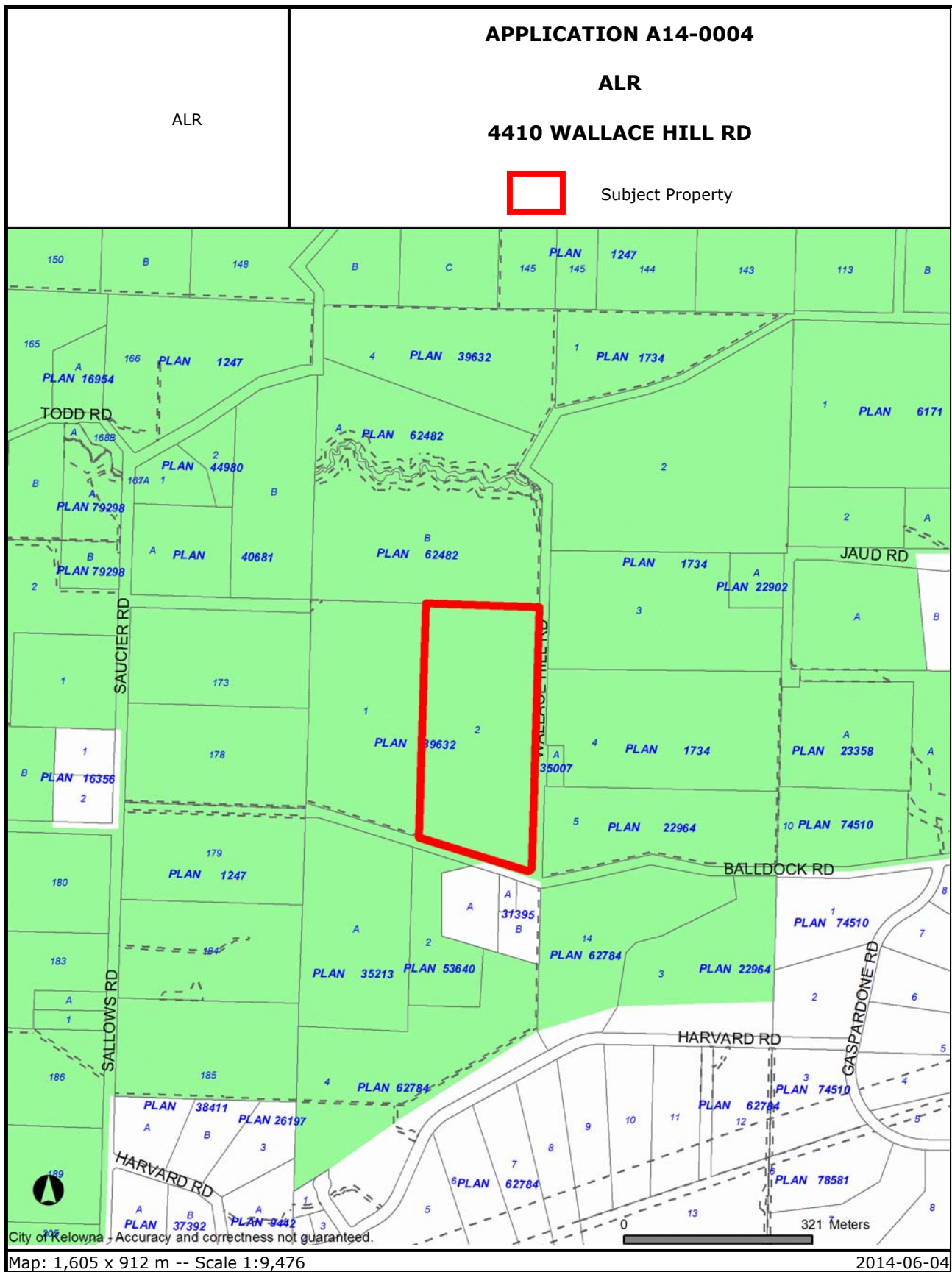


Photo 10: Vegetation to be retained on the corner of the Proposed Distillery

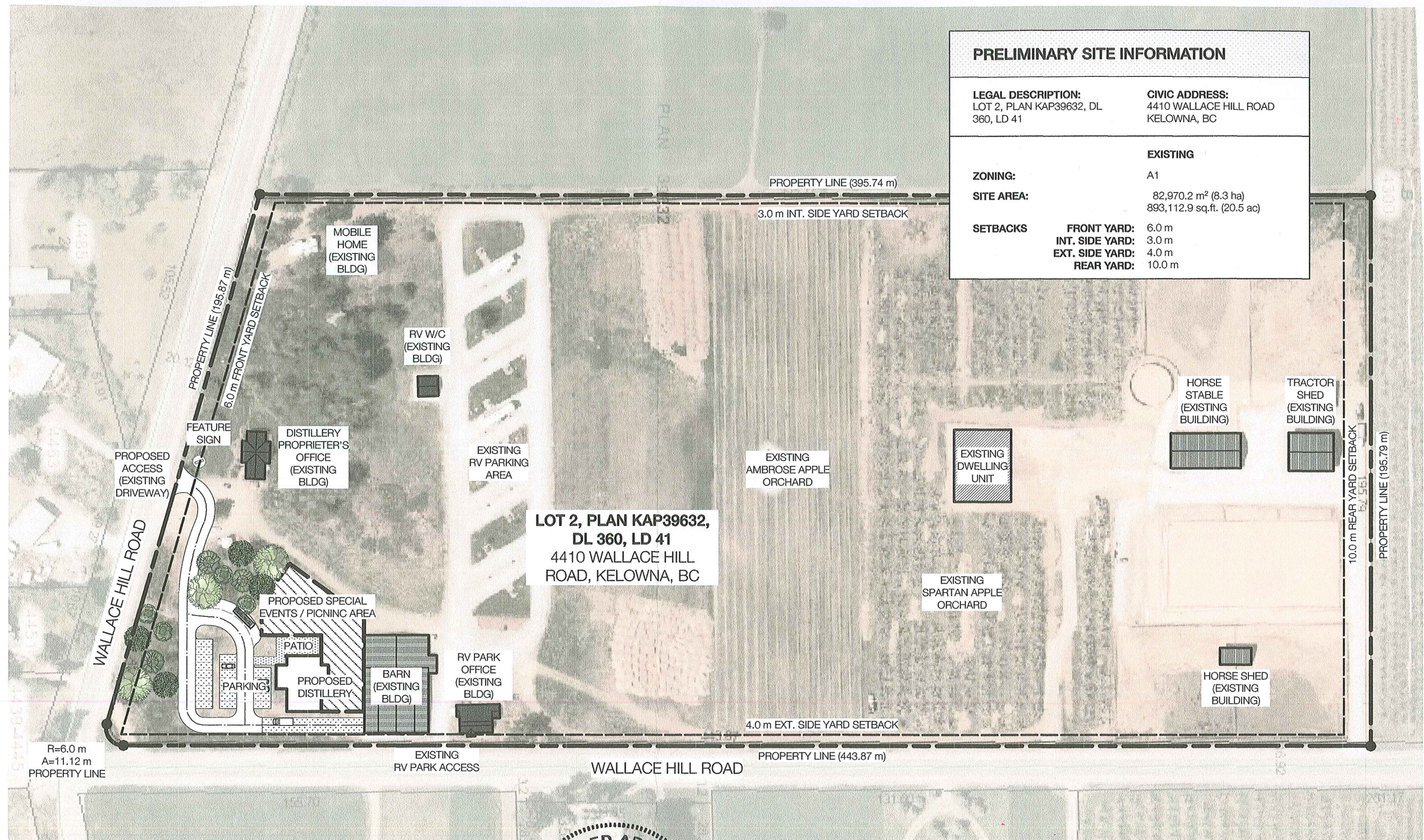




Certain layers such as lots, zoning and dp areas are updated bi-weekly. This map is for general information only.
The City of Kelowna does not guarantee its accuracy. All information should be verified.



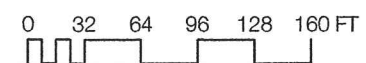
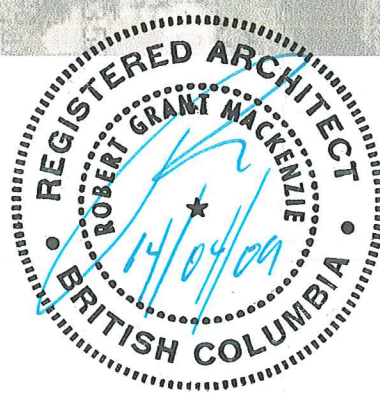
Certain layers such as lots, zoning and dp areas are updated bi-weekly. This map is for general information only.
The City of Kelowna does not guarantee its accuracy. All information should be verified.



PRELIMINARY SITE INFORMATION	
LEGAL DESCRIPTION: LOT 2, PLAN KAP39632, DL 360, LD 41	CIVIC ADDRESS: 4410 WALLACE HILL ROAD KELOWNA, BC
ZONING:	EXISTING A1
SITE AREA:	82,970.2 m ² (8.3 ha) 893,112.9 sq.ft. (20.5 ac)
SETBACKS	FRONT YARD: 6.0 m INT. SIDE YARD: 3.0 m EXT. SIDE YARD: 4.0 m REAR YARD: 10.0 m

FORBIDDEN DISTILLERY (ISSUED FOR LICENSING)
4410 WALLACE HILL ROAD, KELOWNA, BC

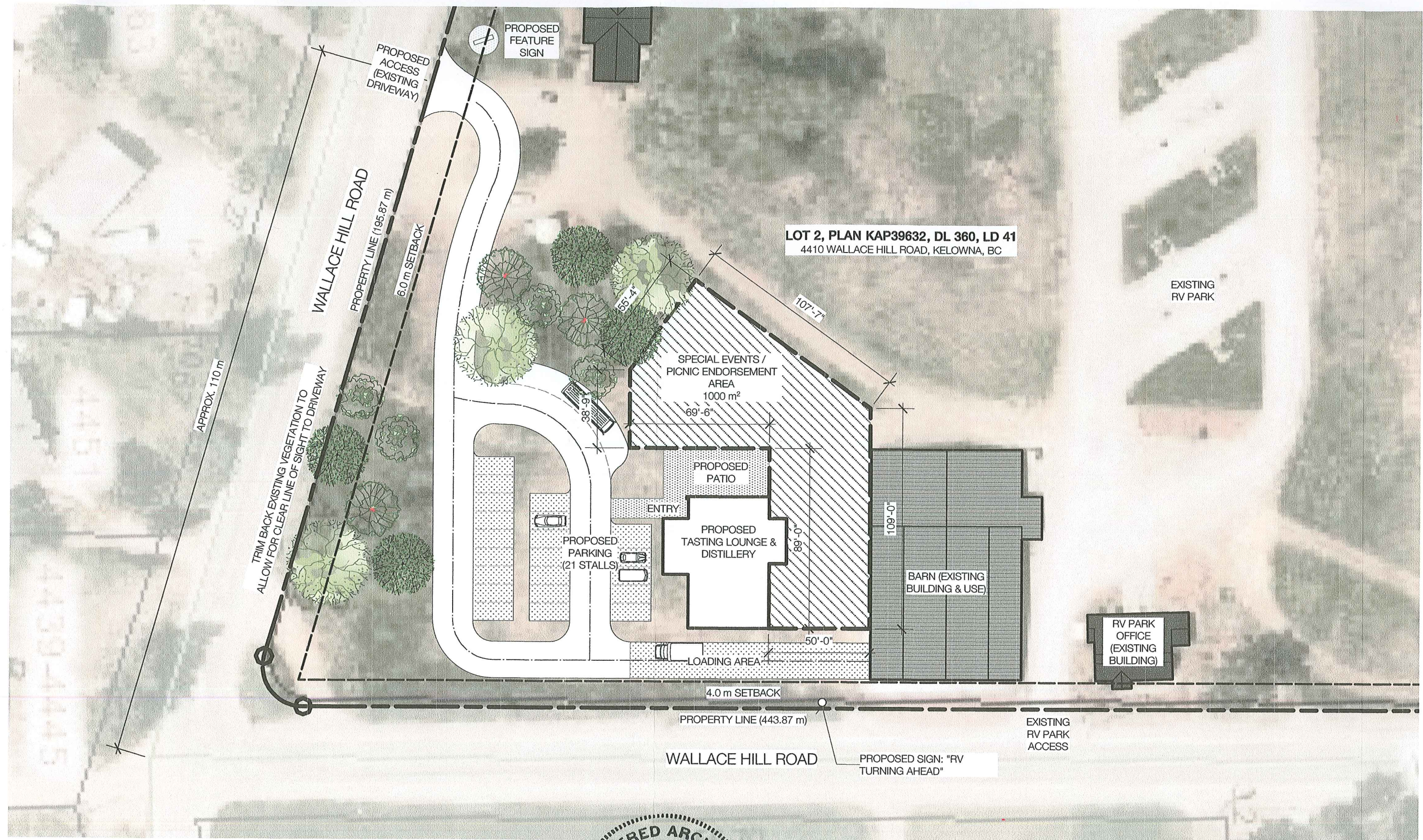
01 SITE PLAN - 4410 WALLACE HILL ROAD
SCALE: AS NOTED
APRIL 8, 2014



**ROBERT MACKENZIE
ARCHITECT INC.**

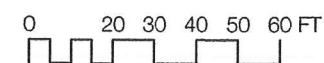
102 - 100 Nanaimo Avenue East, Portleton, BC V2A 1M4
Phone 250 490 0558 / Fax 250 490 0533 / Email robert-mma@telus.net
www.robertmackenziearchitect.com

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FORBIDDEN DISTILLERY (ISSUED FOR LICENSING)
4410 WALLACE HILL ROAD, KELOWNA, BC

02 PARTIAL SITE PLAN - 4410 WALLACE HILL ROAD
SCALE AS NOTED
APRIL 8, 2014



ROBERT MACKENZIE
ARCHITECT INC.

102 - 100 Nanaimo Avenue East, Penticton, BC V2A 1M4
Phone 250 490 0558 / Fax 250 490 0533 / Email robert-rma@telus.net
www.robertmackenziearchitect.com

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LAND TITLE OFFICE
STATE OF TITLE CERTIFICATE
Certificate Number: STSA0007238

C WILSON
4410 WALLACE HILL RD
KELOWNA BC V1W4C3

000069

I certify this to be an accurate reproduction of title number **CA2047646** at 00:21 this 19th day of May, 2014.


REGISTRAR OF LAND TITLES



Land Title District Land Title Office	KAMLOOPS KAMLOOPS
Title Number From Title Number	CA2047646 X258703
Application Received	2011-06-08
Application Entered	2011-06-14
Registered Owner in Fee Simple Registered Owner/Mailing Address:	CHARLES BLAIR WILSON, BUSINESSMAN KELLY JANINE WILSON, HOMEMAKER 4410 WALLACE HILL ROAD KELOWNA, BC V1W 4C3 AS JOINT TENANTS
Taxation Authority	CITY OF KELOWNA SOUTH EAST KELOWNA IRRIGATION DISTRICT
Description of Land Parcel Identifier: Legal Description:	010-985-549 LOT 2 DISTRICT LOT 360 OSOYOOS DIVISION YALE DISTRICT PLAN 39632

LAND TITLE OFFICE
STATE OF TITLE CERTIFICATE

Certificate Number: STSA0007238

Legal Notations

THIS CERTIFICATE OF TITLE MAY BE AFFECTED BY THE AGRICULTURAL LAND
COMMISSION ACT SEE PLAN M11328

Charges, Liens and Interests

Nature:	RIGHT OF WAY
Registration Number:	K45798
Registration Date and Time:	1975-09-02 12:47
Registered Owner:	SOUTH EAST KELOWNA IRRIGATION DISTRICT
Remarks:	PART ON PLAN A11157
Nature:	COVENANT
Registration Number:	X258701
Registration Date and Time:	1988-05-16 15:11
Registered Owner:	CITY OF KELOWNA AND HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA C/O MINISTRY OF ENVIRONMENT
Remarks:	INCLUDES INDEMNITY UNDER SECTION 215(2)(A) LTA WITH PRIORITY OVER X175678 INTER ALIA
Nature:	COVENANT
Registration Number:	X258707
Registration Date and Time:	1988-05-16 15:12
Registered Owner:	CITY OF KELOWNA
Remarks:	INTER ALIA; PART ON PLAN 39634 WITH PRIORITY OVER X175678 PURSUANT TO SEC 578(4) MUNICIPAL ACT
Nature:	MORTGAGE
Registration Number:	CA2047647
Registration Date and Time:	2011-06-08 11:21
Registered Owner:	CANADIAN WESTERN BANK
Nature:	ASSIGNMENT OF RENTS
Registration Number:	CA2047648
Registration Date and Time:	2011-06-08 11:21
Registered Owner:	CANADIAN WESTERN BANK
Nature:	MORTGAGE
Registration Number:	CA2047758
Registration Date and Time:	2011-06-08 11:41
Registered Owner:	REGINALD TOMIYE DONNA TOMIYE AS JOINT TENANTS

LAND TITLE OFFICE

STATE OF TITLE CERTIFICATE

Certificate Number: STSA0007238

Nature:	STATUTORY RIGHT OF WAY
Registration Number:	LB489231
Registration Date and Time:	2011-11-01 10:16
Registered Owner:	FORTISBC INC.

Duplicate Indefeasible Title	NONE OUTSTANDING
-------------------------------------	------------------

Transfers	NONE
------------------	------

Pending Applications	NONE
-----------------------------	------

This certificate is to be read subject to the provisions of section 23(2) of the Land Title Act(R.S.B.C. 1996 Chapter 250) and may be affected by sections 50 and 55-58 of the Land Act (R.S.B.C. 1996 Chapter 245).

CITY OF KELOWNA
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 14th day of April, 2014.

Considered at a Public Hearing on the 29th day of April, 2014.

Read a second and third time by the Municipal Council this 29th day of April, 2014.

Adopted by the Municipal Council of the City of Kelowna this

Mayor

City Clerk

Report to Council



Date: 6/4/2014

File: 1140-53

To: City Manager

From: J. Saufferer, Manager, Property Management

Subject: City Park Water Activity Concession

Recommendation:

THAT Council approves the City entering into a three (3) year License of Occupation, with Kelowna Wubit, for a Non-Motorized Water Activity Concession at City Park, with the option to renew for two (2) additional one (1) year terms, in the form attached to the Report of the Manager, Property Management, dated June 4, 2014;

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

Purpose:

To obtain Council support to enter into a three (3) year License of Occupation, with two (2) one year (1) renewal periods (attached as Schedule A), for a City Park non-motorized water activity concession with Kelowna Wubit.

Background:

As the result of a recently advertised activity concession opportunity, the City of Kelowna's Property Management branch received a number of bids for the operation of a non-motorized water activity concession in City Park. Per the bid request (attached as Schedule 'B'), key requirements and conditions relating to the bid opportunity were as follows:

- The water activity concession was to be located at the north end of City Park, adjacent to the former aquatic area (see Schedule C);
- The concession was to operate from May 15th to September 15th;
- A contract was to be awarded based on a three year contract term, with two 1 year renewal periods (at the City's discretion); and,
- The contractor was required to provide site security and supervision.

The selected proponent, Kelowna Wubit, has proposed an aqua-park concept based on a product by Wubit Sports (www.wubitsports.com), one of the world's leading producers of aqua sports parks. The proposed water park consists of interlocking inflatable modules with a maximum capacity of up to 60 individuals. The proposed Wubit product Sport Pak 60+ is built

for open water operation and has been successfully implemented in similar lake settings. The proposed operation would have an inflatable kiosk where customers would pay for the activity and receive their life jacket.

After paying and receiving safety and use instructions, users are permitted access to the water park for a set period of time, after which they must return to the staging area to limit the amount of time spent on the open water. Fees are expected to be in the range of \$25 per person for a one-day pass, with hours of operation from approximately 10:00 am to 8:00 pm, daily.

The operator has made provisions to ensure the highest standards of life safety measures are met. To this end, all staff will be required to have a first aid certificate, a minimum of two lifeguards will be on-site during operational hours and all participants will be required to wear properly fitting life jackets. The site will also be secured with 24 hour security to prevent vandalism and unsupervised use of the water park.

Kelowna Wubit

Kelowna Wubit has extensive experience in the operations and management of water sport activities, including various boat rental companies in Penticton, Summerland and Osoyoos. A complete copy of the selected bid package is attached to this report as Schedule D.

Advantages

The proposed water park activity concession is a unique opportunity for the City of Kelowna to further enhance our active, vibrant waterfront for residents and to create a tourism feature that differentiates our community. Key advantages of the proposed concession include the following:

- Animation of the City's beach and waterfront, particularly the lesser used area around the former aquatic centre;
- Promotes active living;
- Unique tourism experience for visitors;
- Wellness attraction for residents that may draw multiple visits per year;
- The creation of 12-16 part-time jobs;
- Excellent integration with existing City infrastructure in the area (children's water park and public washrooms); and,
- Generation of additional revenue from City assets.

Process

Council endorsement of the proposed License of Occupation would result in the proponent proceeding to obtain the necessary regulatory approvals for the construction of the water park. As the location of the proposed water park is within a City-owned water lot, further government approval related to the granting of land tenure rights for the water park is not required; however, it will be the proponent's responsibility, at their sole cost, to obtain the

necessary environmental, engineering, and other permits as required for the construction of the park and the placement of the various anchors.

Financial/Budgetary Considerations:

Kelowna Wubit has provided a staged compensation bid to the City of Kelowna, with concession fees escalating by \$1,000 per year over the three year term of the bid and the two potential one-year renewal periods. A summary of the proposed bid package compensation is provided below.

Summary of Compensation to City of Kelowna					
	Year 1	Year 2	Year 3	Renewal #1	Renewal #2
Compensation	\$8,000*	\$9,000	\$10,000	\$11,000	\$12,000
Total	\$27,000				
*Note: Year 1 compensation would be pro-rated based on length of operating season					

The total value of the three-year contract term is in the range of \$27,000. Assuming the concession is renewed for the two additional renewal periods, total revenues associated with the water park concession would be approximately \$50,000.

Internal Circulation

Manager, Risk Management
Manager, Parks Services
Manager, Park & Building Planning
Divisional Director, Active Living & Culture

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 department requests Council's support of the proposed License of Occupation.

Submitted by: J. Saufferer, Manager, Property Management

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

Attachments:

1. Schedule A - License of Occupation -Kelowna Wubit
2. Schedule B - Bid Request Document
3. Schedule C - Proposed Water Concession Location
4. Schedule D - Winning Bid Package (Kelowna Wubit)
5. PowerPoint

cc: L. Kayfish, Manager, Risk Management
I. Wilson, Manager, Parks Services
T. Barton, Manager, Park & Building Planning
J. Gabriel, Divisional Director, Active Living & Culture
G. Davidson, Director, Financial Services
G. Filafilo, Manager, Financial Projects

**LICENSE OF OCCUPATION
Non-Motorized Water Activity Concession
City Park North End - 2014**

BETWEEN:

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

OF THE FIRST PART

AND:

KELOWNA WIBIT
6020 Nixon Road
Summerland, British Columbia V0H 1Z9

(the "Contractor")

OF THE SECOND PART

WHEREAS the City desires to appoint the services of the Contractor to provide Activity Concession services (the "Services") at City Park at 1600 Abbott Street, Kelowna, BC.

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

Services

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

Appendices

The following attached Appendices are a part of this Agreement:

- Appendix A - Insurance Requirements
- Appendix B - Scope of Services
- Appendix C - Fees - Schedule
- Appendix D - Premise
- Appendix E - Kelowna Wibit Bid Submission May 2014
- Appendix F - Contractor Coordination Program

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

AGREEMENT TERMS AND CONDITIONS

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

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

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

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

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

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

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

“Schedule” means a schedule to this agreement;

“Seasonal Term” as used herein shall mean a four-month period in each year from May 15th to September 15th, 2014; May 15th to September 15th, 2015;

May 15th to September 15th, 2016, May 15th to September 15th, 2017; and May 15th to September 15th, 2018 in the Term.

2.0 Interpretations

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

3.0 Representations of Contractor

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

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

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

- (w) Contractor has independently reviewed all labour relations issues related to the performance of Contractor's obligations under this Agreement.

4.0 General Obligations of Contractor

4.1 Contractor shall:

- (a) offer Activity Concession services, as set out in the Scope of Services attached as Schedule "B";
- (b) enter into a Prime Contractor Agreement with the City;
- (c) 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;
- (d) use its best endeavours to provide the services to the City in a timely manner and in accordance with the terms of the Contract;
- (e) 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;
- (f) 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 Kelowna Wubit dated May 9, 2014 and attached as Schedule "E" and cooperate fully with the various departments and act in good faith towards the City;
- (g) maintain clear communication lines with staff in order to offer the best customer service;
- (h) comply with all laws; and
- (i) only use the facilities provided by the City for the purposes of this Contract.

5.0 Term

- 5.1 Collectively, the Initial Term and Renewal Term are referred to as the "Seasonal Term".

5.2 Initial Term

The term of the "Agreement" shall be for a four (4) month period running from May 31st to September 15th in 2014, May 15th to September 15th, in 2015 and May 15th to September 15th, in 2016, and will expire no later than September 15th, 2016, subject to specific termination rights in this document and subject to a first option to extend the Agreement at the sole and exclusive discretion of the Manager, Property Management.

5.3 Renewal Term

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

No later than ninety (90) days prior to the start of the optional second consecutive term of the Agreement, the City may exercise an option to renew for an additional season in 2017, 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 Activity Concession services as required under the terms of this Agreement.
- (d) The City may conduct inspections, audits, and assessments of Contractor's performance to verify that all duties, financial records, responsibilities and obligations of Contractor are being performed in accordance with the provisions of this Agreement and to the quality standards set out in this Agreement.

7.0 Dispute Resolution Procedures

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

(a) Negotiation

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

(b) Mediation

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

8.0 Compensation to the City

- 8.1 The initial Agreement, with an optional renewal for the following years, will commence immediately upon authorization of an Agreement for a Non-Motorized Water Activity Concession in City Park. **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 propriety of the venue and agrees to be bound by any judgment thereof and not to seek, and hereby waives, any review of its merits by the courts of any jurisdiction.
- 11.2 Notwithstanding any provisions herein, the Contractor(s) shall in the performance of the contract comply with provisions of The Employment Standards Act and Regulations of British Columbia and City of Kelowna Policies and By-laws and Parks, Recreation and Cultural Services Policies and By-laws and any amendment thereto and without limiting the generality of the foregoing, the Contractor(s) shall pay all of the Contractor(s) employees as required by the Act and the regulations then in force.

12.0 Waiver - City

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

13.0 Waiver - Contractor

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

14.0 Subcontractors

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

15.0 Amendments

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

16.0 Survival of Covenants

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

17.0 Confidentiality of Information

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

18.0 Non Assignability

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

19.0 Joint and Several

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

20.0 Force Majeure

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

21.0 Insurance & Indemnity

21.1 Indemnity Save Harmless

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

21.2 Insurance

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

21.3 Compliance with Statutes, By-laws & Regulations

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

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

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

22.0 Occupational Health and Safety

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

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

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

23.0 WorkSafe BC Coverage

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

24.0 Conflict of Interest

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

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

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

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

25.0 Non-liability of City Officials

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

26.0 Protection and Security

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

27.0 Business Licence

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

28.0 Contractor Performance Review

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

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

29.0 Business Review & Planning

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

30.0 Enurement

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

31.0 Service of Notices

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

To the City

(City Representative)

Attention: John Saufferer
Manager, Property Management
City of Kelowna
1435 Water Street, Kelowna, British Columbia V1Y 1J4
Telephone: 250-469-8658 Fax No.: 250-862-3349
E-mail: jsaufferer@kelowna.ca

(Contractor Representative)

Attention: Rylie Gallagher
Name of Contractor: Kelowna Wubit
Address: 6020 Nixon Road
Summerland, British Columbia V0H 1Z9
Telephone 250-462-8770 Fax No.: 250-494-0570
E-mail: ryliegallagher@shaw.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.
- 31.3 The Contractor hereby affirms financial responsibility, ability, and willingness to pay invoices in accordance with published terms. Payment terms are 30 days from the date of invoice. Invoices not paid within thirty (30) days will be

charged 1.5% interest per month. The Contractor authorizes the City to verify and collect information on the Contractor, including but not limited to bank references, credit references, consumer and or commercial credit reports. The Contractor further agrees to pay all costs of collection and litigation on this account in accordance with British Columbia Business Practices and Consumer Protection Act. The Contractor agrees that all decisions with respect to the extension or continuation of credit shall be in the sole discretion of the City of Kelowna. Interest will be charged at the end of each month on all overdue charges.

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

Accepted on behalf of :

KELOWNA WIBIT

by its authorized signatory:



Name: Raymond Gallagher
(Print)

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

City Dept.: _____
 Dept. Contact: _____
 Project/Contract/Event: _____

Insured

Name: _____
 Address: _____

Broker

Name: _____
 Address: _____

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

Type of Insurance	Company & Policy Number	Policy Dates		Limits of Liability/Amounts
		Effective	Expiry	
Section 1 Comprehensive General Liability including: <ul style="list-style-type: none"> • Products/Completed Operations; • Blanket Contractual; • Contractor's Protective; • Personal Injury; • Contingent Employer's Liability; • Broad Form Property Damage; • Non-Owned Automobile; • Cross Liability Clause. 				Bodily Injury and Property Damage \$ <u>5,000,000</u> Inclusive \$ _____ Aggregate \$ _____ Deductible
Section 2 Automobile Liability				Bodily Injury and Property Damage \$ <u>5,000,000</u> Inclusive

APPENDIX B - SCOPE OF SERVICES

General Scope of Services of the Contractor

The Contractor will provide, equip and operate a non-motorized water activity concession within the designated area of the concession:

- Seasonal Concession: during the period of May 15th to September 15th of each year, with the exception of the first year beginning June 30th, 2014, the Contractor will provide service at the concession location at a minimum between 10:00am and 8:00pm (or dusk whichever is earlier), 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 as follows:

1. The Contractor will provide for use by the public a non-motorized water activity concession.
2. The Contractor shall maintain all equipment to such standards as will ensure safety for participants.
3. Any anchoring system proposed must be fully within the City of Kelowna water lot area as noted in the attached map and must be approved by authorities having jurisdiction.
4. The Contractor shall ensure that no persons too young to operate the proposed activity are permitted to use them, and shall ensure that no persons operating the proposed activity do so in an unsafe manner or endanger persons swimming at any of the designated beaches.
5. The Contractor shall ensure that all participants wear personal floatation devices.
6. At a minimum the Contractor shall operate during the period of May 15th to September 4th of each year of the Term, with the exception of the first year which will begin June 30th, 2014.
7. The contractor shall remove the equipment at the end of each season.
8. City Park is open from 6 am to 11 pm each day and the contractor will provide service in the parks between 10 am and 8 pm (or dusk whichever is earlier), 7 days per week, weather permitting for the core season starting the last weekend of June until Labour Day in September. During the shoulder season the Contractor will supply concession service between the hours of 12:00pm to 4:00pm, 7 days per week, weather permitting.
9. The Term of the contract will be for three (3) years with an option to renew for two (2) additional one (1) year terms at the City's sole discretion:

- a. Any extension, if offered, will retain all of the terms and conditions of the original contract or subsequent extension;
 - b. Such option period 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.
10. The Contractor will be responsible to obtain all necessary approvals from authorities having jurisdiction including, but not limited to, the Ministry of the Environment, Transport Canada, Canada Coast Guard and provide copies of the approvals prior to installation and operation.
11. The Contractor will pay permits, taxes and licenses.
12. The Contractor will clean and maintain the area surrounding the concession to the satisfaction of the City, including clean-up of litter from the immediate area (a radius of 30 meters from the concession).
13. The Contractor shall comply with all regulations regarding fire, traffic, safety and shall acquire all necessary permits.
14. No outside advertising will be permitted without the consent of the City.
15. The City leases a food concession in the same park so no food or beverage sales will be allowed.
16. The Contractor may retail Wibit logo apparel and sunblock only. No other products may be sold on the concession site.
17. Solicitation of the public is not allowed.
18. 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 area will be closed for special events, and as a result will also be closed for the concession operation, unless agreement can be reached with the event organizer.
19. The Contractor may not sublet, nor assign the contract without the written consent of the City. If approved by the City the minimum amount for such assignment shall be \$500.00 payable by the Contractor to the City.
20. The Contractor is required to supply a bid deposit in the form of a certified cheque 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".
21. 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.

22. There will be no structure provided. If the Contractor wishes to provide a structure the Contractor will be required to meet all regulations and Bylaws and any design must be approved by the City's Infrastructure Planning and Parks department.
23. There will be no power available.
24. Prior to awarding the bid to the successful Proponent, the Proponent must prove to the City ownership of the activity equipment listed in the proposal.
25. The City will not provide on-site parking for the Contractor's vehicle and towing equipment.
26. The Contractor will provide 24 hour security on the premises.
27. The Contractor will be required to enter into a Prime Contractor Agreement with the City which is comprised of a Contractor Coordination Program Guide, Prime Contractor Designation Form and Application for Safety Pre-Qualification, as set out in Appendix F to this agreement.
28. The Contractor will be required to following Canadian Life Saving Society Standards for operation and supervision of the area.
29. The Contractor will provide financial statements within 45 days of the end of each season of the contract.
30. The Contractor must acknowledge that the City has applied to the Ministry of the Environment to commence work with a "sand re-nourishment" program at this specific location. Should the application be approved, the Contractor, at its sole expense, will be responsible to remove all anchors in the lake to allow for the work to be done. Should the work commence during the Term of the contract, the rent due will be abated for the duration of the City's work to complete the sand re-nourishment program.
31. The Contractor will be responsible for all additional swim / marker buoys to be installed in the lake to ensure a safe swimming area.
32. The Contractor must keep the promenade clear at all times.
33. On event days the load in / out of concession related equipment must be scheduled outside of event times so the promenade is clear and safe for participants.
34. The Contractor must specify on a map how much land they require for their proposal.

APPENDIX C - FEE SCHEDULE

2014

The contractor acknowledges and agrees to pay to the City of Kelowna the total sum of **\$8,000.00 for June 30th to September 15, 2014 plus GST**. Payment will be on or before as follows:

		Total Instalment
August 15, 2014	\$4,000.00 + 5% (tax) \$200.00	= \$4,200.00
September 15, 2014	\$4,000.00 + 5% (tax) \$200.00	= \$4,200.00

2015

The contractor acknowledges and agrees to pay to the City of Kelowna the total sum of **\$9,000.00 for May 31st to September 15, 2015 plus GST**. Payment will be on or before as follows:

		Total Instalment
June 15, 2015	\$2,250.00 + 5% (tax) \$112.50	= \$2,362.50
July 15, 2015	\$2,250.00 + 5% (tax) \$112.50	= \$2,362.50
August 15, 2015	\$2,250.00 + 5% (tax) \$112.50	= \$2,362.50
September 15, 2015	\$2,250.00 + 5% (tax) \$112.50	= \$2,362.50

2016

The contractor acknowledges and agrees to pay to the City of Kelowna the total sum of **\$10,000.00 for May 31st to September 15, 2016 plus GST**. Payment will be on or before as follows:

		Total Instalment
June 15, 2016	\$2,500.00 + 5% (tax) \$125.00	= \$2,625.00
July 15, 2016	\$2,500.00 + 5% (tax) \$125.00	= \$2,625.00
August 15, 2016	\$2,500.00 + 5% (tax) \$125.00	= \$2,625.00
September 15, 2016	\$2,500.00 + 5% (tax) \$125.00	= \$2,625.00

APPENDIX D - PREMISE



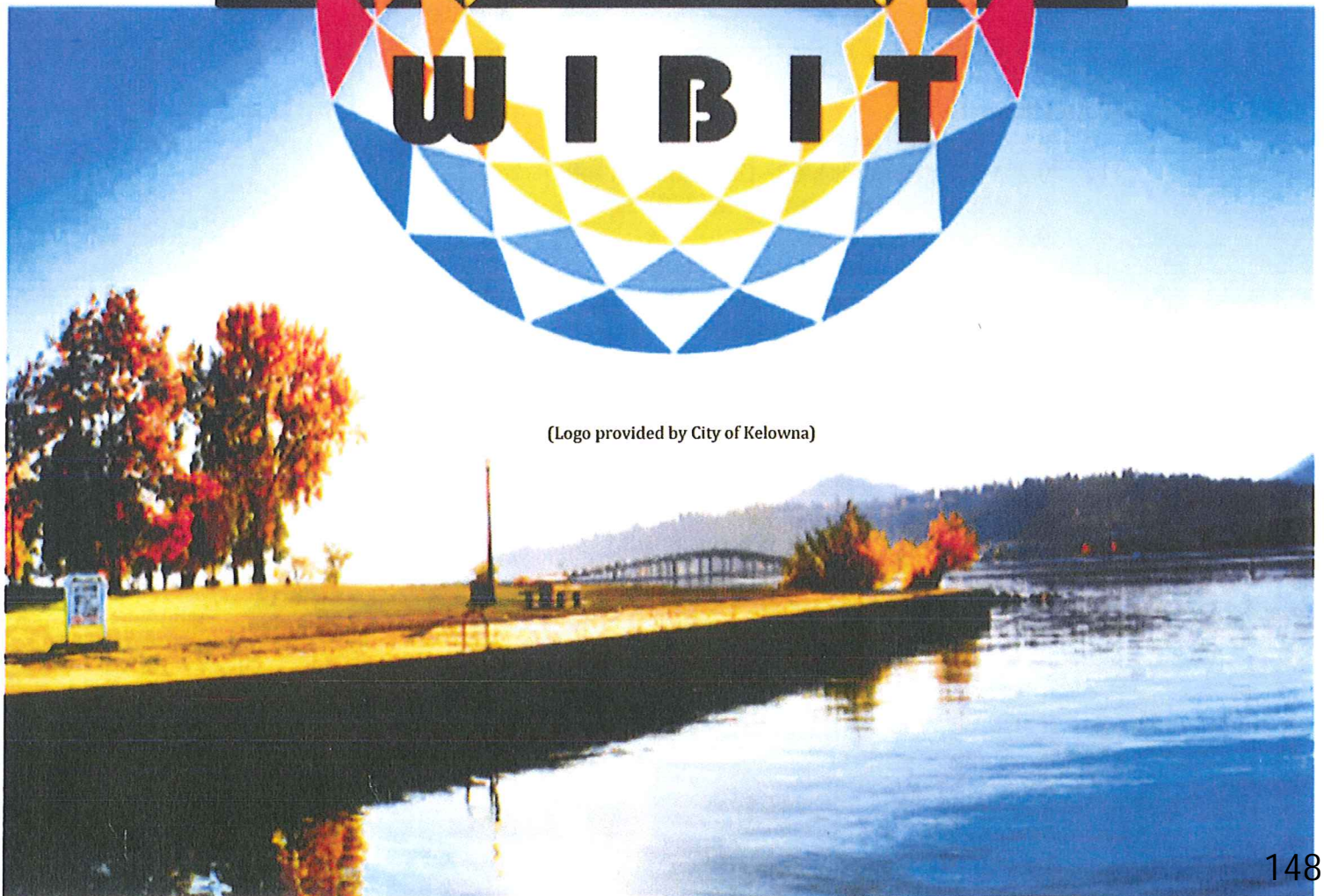
Appendix E - Kelowna Wibit Bid Submission



Wibit Sports Park – Kelowna Business Proposal



(Logo provided by City of Kelowna)



Business Proposal: Outline

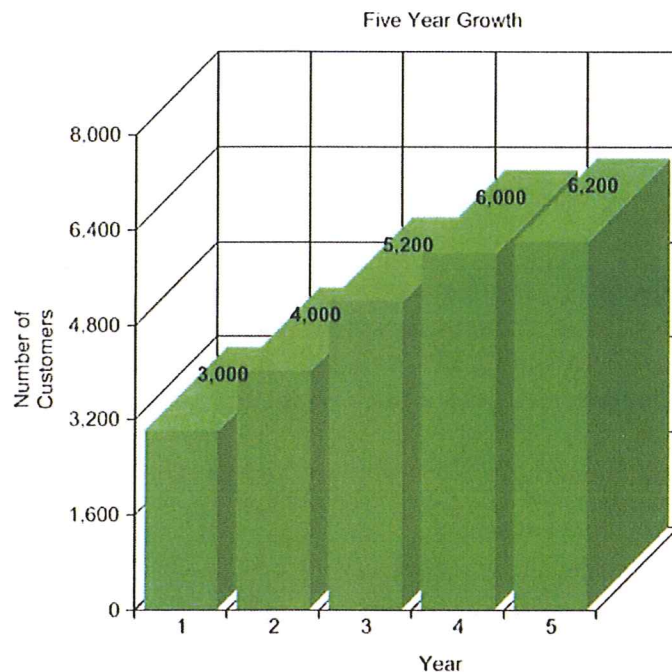
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1.2 Mission -----	page 3
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9.0 Attachments	
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1.0 Executive Summary

Kelowna Wibit (name is subject to change) is a company devoted to providing a quality service focused on customer relations and physical activity, while keeping the highest regards for safety. The company is built on a foundation of passion and experience in the water sports industry. The Wibit Aquatic Sports Park provides KW the opportunity to give the community a unique service, which promotes fitness and tourism in a way that complements the city's vibrancy.

KW will provide the city of Kelowna with a great, sustainable, tourist attraction. Due to a wide range of versatility KW is not limited to a minuscule, tourism based, target marking. The city of Kelowna has a growing population of 117,000, which close to doubles during the summer season. This gives KW a large sustainable target market due of the ability to provide a wide range of unique activities for all ages.



Years:	Year 1	Year 2	Year 3	Year 4	Year 5
Number of Customers	3000	4000	5200	6000	6200



2.

- Each year increasing by 30% in customer volume, up to year 4, shows a conservative estimate incorporating relative customer increase.
- KW's growth is not limited to one location, or British Columbia. When business expands it is likely to reach waterfront areas of equal or greater sustainability

Management of Kelowna Wibit include:

- Ryland Gallagher
- Randy Gallagher

Contact info:

Okanagangwatersports@gmail.com
250 462 8770

1.10 Objectives

Kelowna Wibit's objective is to achieve customer satisfaction while providing service to approximately 6,000 customers per indicated season, after initial start up growth. KW is focused first and foremost on building business in Kelowna to its full potential; KW also plans to continue growth with Wibit affiliation in Penticton and Australia.

Financial goals:

- Achieve 25% margin payable on books first year
- Keep cost of operation below 40%
- Donate profit of one weekend to a local charity
- Minimum of 30% increase of revenue each year



1.2 Mission

Our mission is to make activities on the water affordable, accessible, and environmentally safe. With the Wibit Aqua Park equipment KW can assist customers to properly experience the Okanagan's greatest attraction; it's lakes.

2.0 Ability to Manage Activities

Kelowna Wibit is a new business title (name subject to change), however management has ownership and has been involvement in water sport companies such as:

- Summerland Boat Rentals Ltd (SBR) operating since 2006
- Penticton Boat Rentals (PBR) operating since 2011
www.pentictonboatrentals.com
- Osoyoos Water Sports (OWS) operating since 2011.
www.osoyooswatersports.com

All companies have provided safe and enjoyable recreational opportunities on the water serving visitors and residents primarily in the southern communities of the Okanagan region of BC, Canada.

Previously building three successful water sport businesses gives Kelowna Wibit a significant advantage. Their experience demonstrates the ability to build a new sustainable business while maintaining great customer service, and safety on the water.

Kelowna Wibit staff will be qualified and trained to provide all safety and First Aid, they also ensure that the environment is treated with the utmost respect. To ensure quality and compliance with KW's strategic plan, their staff and supervisors are carefully selected.

Fundamentals of KW Operation

- Provide stimulus to local tourism and economic development
- Based on shared use of Water & Beach area
- Based on long-term sustainability
- KW is dedicated to provide a recreational activity that fits with the community needs providing the best experience possible, while maintaining safety.



The Wibit Sports Park includes the following:

- Waterfront & Beach Site (refer to attachment 9.1)
- Season of operation: May 15 - September 15 (weather permitting)
- Hours of operation: **10:00 am - 8:00 pm** daily with flexibility to adjust opening and closing times.
- All participants are required to sign waivers & wear life jackets
- Life guards on duty during operational hours
- **24 hour security** staff on site
- All appropriate insurances and levels of insurance as defined by the City of Kelowna and/or otherwise to be arranged for by KW
- All applicable permits and licenses to be arranged for by KW
- Any procedures and regulations the City wished to incorporate, would be complied with
- The Aqua Park operation will create 12 – 16 student employment positions
- Wibit Sports Products, meet the highest standards of safety in the industry.
 - Please refer to attachment or www.wibitsports.com for additional information.
- All staff will be required to have a first aid certificate.
- An engineered anchoring system will be employed to ensure the Aqua Park is secure (refer to attachment 9.3)

Space Required: '60+ Sports Park Setup'

- The Aquatic Sport Park will require a depth of 4 - 9 feet – The Park surface area is 100' X 130'ft or 30x40m (refer to attachment 9.1)
- No City Services are required
- Space for Retail & Trailer 24' X 8' for **first aid**, all activity night storage
- An area on the beach for conducting registration, orientation & life jacket disbursal.



Daily operation logistics:

- Hours of operation **10:00 am – 8:00 pm**
- A minimum of two trained lifeguard will be on the park for all hours of operation
- All participants will be required to sign a liability release form prior to entering the park
- Children under the age of 18 must have consent from a legal guardian
- Children under the age of 10 must have supervision by an adult who is required to be in the park at all times
- All participants will be required to wear a properly fitted life jacket
- All life jackets will be issued with a Velcro crest indicating the time at which the customer must return to shore; issued times will be labeled in half an hour increments
- Tickets will be issued at \$25 CAD for a one day pass with a maximum time of 2 hours spent on the park before taking a break on shore (maximum time is subject to change depending on customer volume)
- After hours of operation the park will be accompanied by trained security to prevent trespassing and vandalism

3.0 Services**Services will include:**

- Access to Kelowna Sports Park's equipment through ticket purchase
- Scheduled team functions/ team building events
- Trained life guard during park hours
- Interactive physical activity promoting healthy living
- Beach area cleaning of leased concession and surrounding area
- 24 hour security
- Emergency services personnel presenting a badge are given free entry
- Scheduled local charity fund raising through ticket sales and donations



4.0 Community Benefits

The Wibit aquatic sports park provides locals and tourist with an activity rich in physical interaction. Because of the aqua park's wide range of capabilities we will be able to provide friendly, competitive activities along with organized team building events.

Kelowna Aqua Park also plans to fund raise for a selected local charity through ticket sales and donations of one scheduled weekend.

4.1 Control of Community Impact

The Wibit sports and events will primarily take place in the water diverting any volume of customers off of the public beach and into the parks marked off swimming area. The following outlined areas provide protection of amenities to existing residents while facilitating our customers. The aqua park will be installed at the beginning of the pre-determined season and removed once it is over. Life jackets will be mandatory with participation in the park area. Tickets will be issued with limitations of two hours before returning to shore. Because the aqua park is physically demanding customers will be limited to the amount of time consecutively spent on the aqua park. These guidelines allow us to achieve maximum safety while sustaining a constant rotation of customers. The Aqua Park will have a staff of trained lifeguards who will be provided all safety equipment necessary. After hours of operation the aqua park will be accompanied by 24-hour security.

4.2 Control of Environment Impact

There is no negative environmental impact caused to local wildlife or their environment from the Wibit Aqua Park. Permanent components of Wibit Aqua Parks consist of the engineered anchoring systems. KW does acknowledge the sand re-nourishment program and is able to remove the anchoring system when needed.



4.3 Site Suitability

This proposal provides for a new, additional, attraction on the waterfront, to promote tourism and economic benefit to the community.

It supports the City's Vision of vibrancy and the strategic priority of waterfront enhancement.

This long-term sustainable visitor and resident attraction provides affordable, healthy, family fun and promotes active living.

5.0 Safety

Kelowna Wubit will be under lifeguard supervision during all hours of operation. Outside of operating hours the sports park will be accompanied by hired security. Kelowna Wubit will also provide free water to staff and customers to prevent dehydration.

The Wubit sports park will be inspected twice each day. Safety checks will involve equipment over-view and security of anchoring.

The Wubit sports park will make all necessary safety rules and regulations visible and known to customers (refer to attachment 9.4-A). Emergency evacuation and emergency transport procedures will also be clearly explained to all participants (refer to attachment 9.1 for emergency transports)(refer to attachment 9.1 and 9.4-C for emergency evacuation)

Lifeguards will be equipped with:

- Rescue tube or buoy
- Two-way radio
- Paddle board
- Binoculars
- Sun protection
- Mask, Fins, Snorkel
- Standard first aid kit



Standard First Aid Kit Level 1 Contents:

- 24 14 cm x 19 cm wound cleaning towelettes, individually packaged
- 60 hand cleansing towelettes, individually packaged
- 100 sterile adhesive dressings, assorted sizes, individually packaged
- 12 10 cm x 10 cm sterile gauze dressings, individually packaged
- 4 10 cm x 16.5 cm sterile pressure dressings with crepe ties
- 2 7.5 cm x 4.5 m crepe roller bandages
- 1 2.5 cm x 4.5 m adhesive tape
- 4 20 cm x 25 cm sterile abdominal dressings, individually packaged
- 6 cotton triangular bandages, minimum length of base 1.25 m
- 16 safety pins
- 1 14 cm stainless steel bandage scissors or universal scissors
- 1 11.5 cm stainless steel sliver forceps
- 12 cotton tip applicators
- 1 pocket mask with oxygen inlet + secondary face shield
- 6 pairs of medical gloves
- first aid records, pen & pencil
- 3 blankets

Insurance:

Upon receiving the Kelowna north-end city park lease, Kelowna Wubit will comply with all City of Kelowna insurance requirements of 'Schedule B' in the Non-Motorized Water Activity Bid Package.

6.0 Marketing Analysis Summary

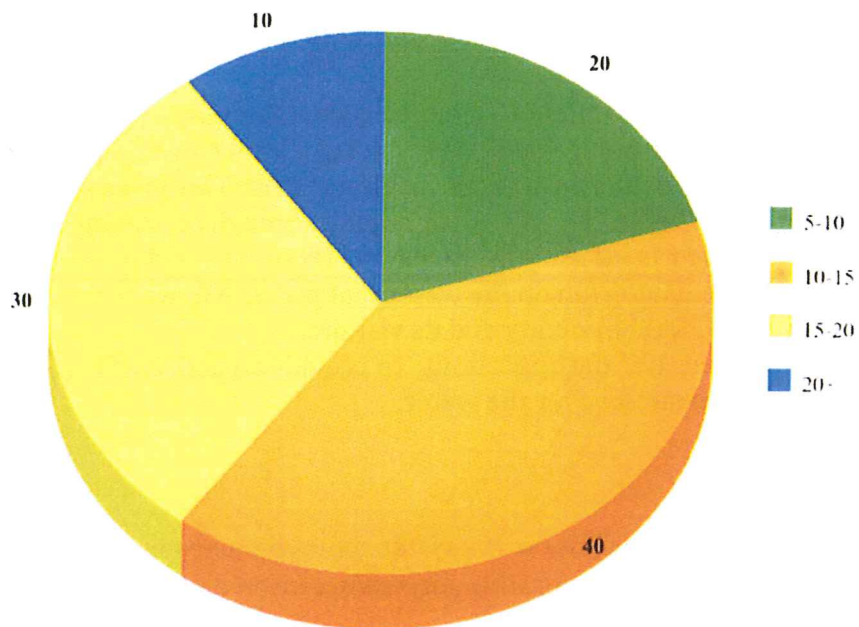
Kelowna offers a diverse market of locals and tourist of all ages. With over 4,400 hotel rooms to accommodate tourist, it is estimated that Kelowna's population of 117,000 nearly doubles during the summer months. KW's primary target markets are young families and teens. KW will reach these target markets through:

- Cross marketing – working with existing companies in the community to co-promote.
- Cross media marketing - primarily marketing with established travel sites, social media, and emailing previous customer base.
- Promotional marketing – KW will be very active in marketing to local schools along with sports clubs, and summer camps



Market Analysis (age group) by percentage

9.



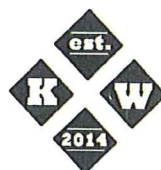
Age group:	5-10	10-15	15-20	20+
Percentage (%)	20	40	30	10

KW target market will be primarily ages 10-15, however there is still a large market in young families, which incorporate age groups 5-10 and 20+

7.0 Strategy and Implementation Summary

Kelowna Wubit is focused on accommodating locals and tourist to the city of Kelowna with the waterfront enhancement of water sports equipment, including un motorized water activities such as:

- Wubit Sports Park 60+



7.1 Competitive Edge

Involvement in Summerland Boat Rentals, Penticton Boat Rentals, and Osoyoos Water Sports gives KW an advantage by already having a loyal consumer base, which will extend to and continue with the Wibit Sports Park. This gives Kelowna Wibit management, collectively, 16 years of experience through operating 3 businesses in the water sports industry located in the Okanagan region. However, it is a lifetime of experience having fun on the water that makes KW want to provide the same opportunity for the community and its visitors.

The Wibit sports park gives KW the opportunity to provide an activity for young kid and their families to share our love for the water.

Summary:

- Combined 16 years experience in the water sports industry
- Experience in starting and operating successful seasonal water sport business
- Local knowledge and business relationships
- Established business relationship with Wibit Canada (Aquam distributors)
- Established quality product line

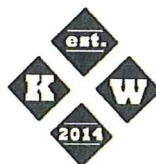
8.0 Financial Investment

Wibit Sports Equipment:

- Sports Park 60+ - \$79,995.00 (USD) (May 5th exchange rate 0.911571) \$87,698.52 (CAD)
- Shipping and handling - \$1,000
- 5% GST tax - \$4,384.93
- Anchoring system - \$6,000
- Cargo trailer - \$10,000

Safety Equipment:

- Paddle board - \$1,000
- Life jackets - \$5,000
- First aid with defibrillator - \$1,500
- Radios - \$300
- Mask, snorkel, fins - \$100
- Marketing - \$10,000

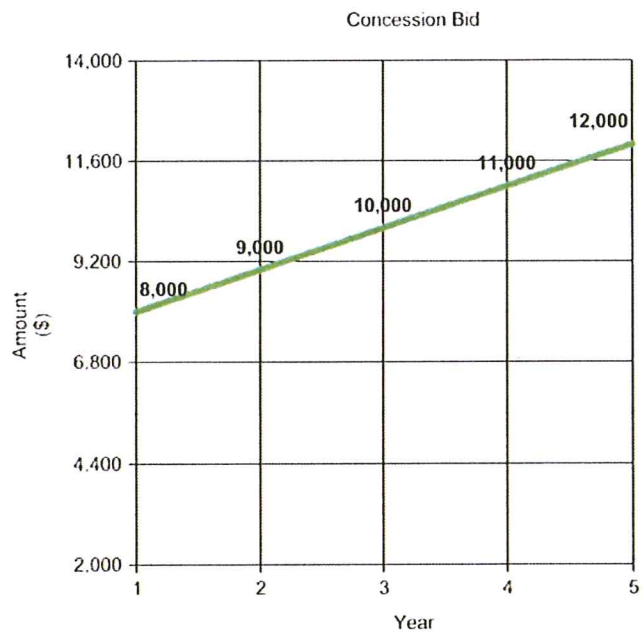
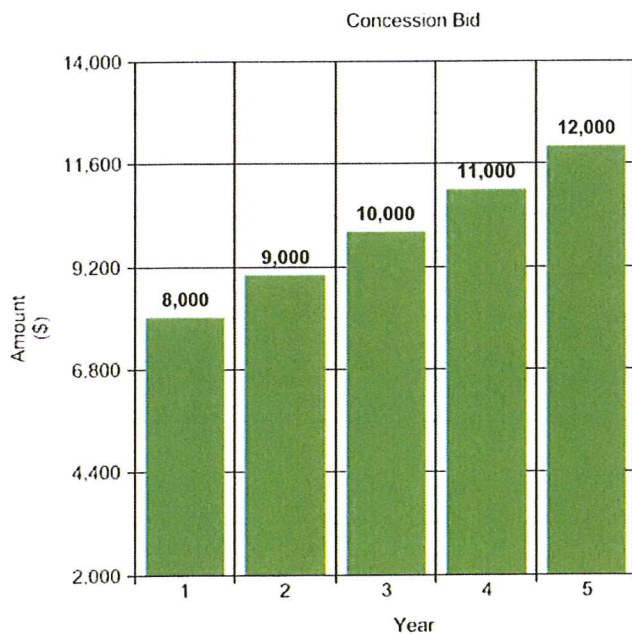


- Insurance - \$7,000
- Miscellaneous expenses - \$6,000

Estimated Total:

- \$139,983.45 CAD (bid not included)

8.1 Concession Bid



Year	1	2	3	4	5
Amount (\$)	8,000	9,000	10,000	11,000	12,000

Year	1-2	2-3	3-4	4-5
Percent increase (%)	12.5	11	10	9

Year	1-2	2-3	3-4	4-5
Amount increase (\$)	1,000	1,000	1,000	1,000



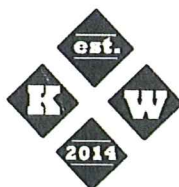
Bid Structure:

Structuring the bid of 'Kelowna Park North End Non- Motorized Water Activity Concession' with increasing increments of one thousand dollars retains simplicity and allows KW's customer base to mature before reaching a twelve thousand dollar cap. This creates a five year total of **\$50,000** with a yearly average lease rate of **\$10,000** plus applicable taxes.



References:

- 2014 W ibit booklet provided by 'Aquam'
- www.wibitsports.com - Logo, product information
- www.kelowna.ca - City logo, bidding information
- www.bcfirstaid.ca - Safety, first aid
- www.nes.ed.gov - Five-Year Growth, Market Analysis, Concession bid graphs



APPENDIX F - Contractor Coordination Program

Contractor Coordination Program Guide

Certificate of Recognition - Element 4

August 2012

POLICY

To ensure that workers of The City of Kelowna and other employers who are working at The City of Kelowna workplaces are not placed at risk because of a lack of knowledge of workplace hazards, or a lack of coordination of workplace safety.

The City of Kelowna will do everything that is reasonably practicable to establish and maintain a system or process that will ensure compliance with the Workers Compensation Amendment Act and the WCB OH&S Regulations at all workplaces within the City of Kelowna.

The City of Kelowna will ensure that all employers and workers at the City of Kelowna workplaces are aware of any pre-existing workplace hazards.

The City of Kelowna will ensure co-ordination of occupational health and safety activities on all multiple employer workplaces, or ensure that a Prime Contractor does so.

SCOPE

This program applies to every situation where workers other than City of Kelowna workers are performing their job duties at a City of Kelowna workplace.

Exception for Short Term Workplace Visits

The WCB Prevention Manual offers the following guidance on workplace visits: "Virtually all workplaces will be visited by workers of other employers. For example, workers may deliver or pick up mail, goods, and materials or enter to inspect premises. Short term visits of this type, even if regular, do not make the workplace a "multiple-employer workplace" for the purposes of section 118(1)."

DEFINITIONS

Construction Project:	Any erection, alteration, repair, dismantling, demolition, structural or routine maintenance, painting, land clearing, earth moving, grading, excavating, trenching, digging, boring, drilling, blasting, concreting, the installation of any machinery or any other work deemed to be construction by the WCB. (WCB OH&S Regulation Section 20.1)
Contractor:	Includes a contractor, subcontractor, utility company, government agency or a service company providing/assigning workers and/or services/equipment within the workplace.
Contractor Safety Program:	A contractor's Occupational Health and Safety program as required by WCB OH&S Regulation. Multiple employer workplaces are created when workers of two or more employers are working at the same location.
Multiple Employer Workplace:	In this type of workplace workers of one employer do not actually have to come into contact with the workers of the other employer. They do not even have to be in the same place at the same time. What is important is whether or not the workers' activities could affect the health and safety of another employer's workers. This is true even if the workers on the workplace are workers of City of Kelowna and a contractor. Short term visits by couriers, inspectors, and suppliers etc. are not regarded as workers at the workplace.

Notice of Project:	The Notice of Construction Project given by the Prime Contractor, or Owner, to the Workers' Compensation Board as defined in and required by Section 20.2 (2) and (3) of the WCB OH&S Regulation.
Prime Contractor:	In relation to a multiple-employer municipal workplace, the contractor, employer or other person who enters into a written agreement with the City of Kelowna to be the Prime Contractor.
Qualified Co-ordinator:	Applies where a Prime Contractor has been designated. On a construction workplace, means the person appointed by a Prime Contractor to co-ordinate occupational health and safety activities within the workplace.
Qualified Person:	Applies to every contractor hired whether it is a single employer workplace or a multi-employer workplace. On a construction workplace, means a person designated by a contractor (other than the Prime Contractor) to be responsible for that employer's health and safety activities and responsibilities.
Single Employer Workplace:	A defined area in which there are workers of only one employer.
Contract Administrator:	Applies where a Prime Contractor has not been designated and the City of Kelowna assumes Prime Contractor Status. There will be a person designated by City of Kelowna to co-ordinate workplace safety on multiple employer workplaces and to receive/review a contractor's safety program, records, documentation, safety performance, etc.
Contract Liaison:	Applies where a Prime Contractor has been designated. The person designated by the City of Kelowna to inspect, and be the City contact person for the Prime Contractor. The Contract Liaison will alert and explain any pre-existing hazards to the Prime Contractor and receive/review a contractor's safety program, records, documentation, etc.

CO-ORDINATION - OVERVIEW

City of Kelowna can decide to coordinate safety activities at a multiple employer workplace or to designate this responsibility, in writing, to a Prime Contractor to perform the duties of coordination.

On a multiple employer workplace:

The Contract Administrator/Prime Contractor (Qualified Coordinator) must also:

- Ensure that all of the workers at the workplace are aware of any pre-existing hazards on the workplace.
- Identify any hazards on the workplace that are created by the work.
- Have a workplace drawing that shows where first aid is located, emergency transportation system for injured workers, and evacuation marshaling points.
- Have written procedures outlining safe work procedures to be followed by all workers at the workplace.
- Have a workplace drawing showing where all employers at the workplace are working, where first aid is located, emergency transportation system for injured workers, and evacuation marshaling points.

RESPONSIBILITIES

City of Kelowna is responsible to determine whether a workplace includes the workers of other employers and whether this is a multiple employer workplace or a single employer workplace.

Responsibilities: Single Employer Workplace, City of Kelowna

City of Kelowna is responsible to ensure that the contractor at the workplace is aware of all pre-existing workplace hazards and has the information on how to eliminate or control the hazards.

Contract Administrators:

Contract Administrators are responsible to ensure the following Pre-Qualification Items are filled out by the potential contractor:

- Conduct the Pre-Qualification questionnaire that includes items such as WCB Coverage, Liability Insurance, Proof of Safety Program (Policy, Risk Assessments, Inspections, Incident Reporting, Qualifications, etc)
- Decide whether the contractor should be designated, in writing, as a Prime Contractor or falls under the City of Kelowna's Health & Safety Management System

Contract Administrators are responsible to ensure the following Contractor Coordination occurs after completing the Contractor Pre-Qualification and have been awarded contract:

- Designate the Prime Contractor (Sign off on Prime Contractor Status Form)
- Hold pre-job conferences to confirm contractor understanding of compliance with safety requirements and awareness of the City of Kelowna specific hazards, and to review job plan of hazardous work.
- Meet with the contractor and explain any hazards peculiar to the City of Kelowna worksites the contractor is likely to encounter while performing the work. Establish that work must be done safely in accordance with WCB and City of Kelowna standards. (Standard contract documents identify the contractor is responsible for the enforcement of regulations).
- Ask the contractor if he/she has any questions related to the safety of the work or what is expected during the contract period.
- Reinforce the point that the contractor is responsible for the health and safety of his/her workers and for ensuring compliance by his workers with the City of Kelowna Occupational Health and Safety Program and WCB regulations.
- Monitor contractor safety performance (Observations of contractor's work procedures, finished products, etc. Should be diarized by noting the contractor's name, date, time, and location and briefly noting observations. Follow up action can be based on these diaries.
- Check that contractor has copies of required safety information and supplementary instructions covering the work to be performed (provide if necessary).
- Monitor contractor safety performance through regular inspections or audits, as appropriate. Doing so without directing work on site otherwise Prime Contractor will revert back to the owner and in this case that would be the City of Kelowna.
- Document inspections of contractor performance.
- If necessary, coordinate safety on multiple employer sites.

Contractor:

Note: Applies to a contractor to City of Kelowna and to service providers such as BC Hydro or gas distribution companies.

The contractor is responsible to ensure the safety of his/her workers. The contractor must inspect his worksites in accordance with WCB requirements to ensure compliance with WCB and City of Kelowna regulations.

The contractor is responsible for:

- Reviewing the City of Kelowna's Contractor Pre-Qualification and submitting all relevant documentation for this program.

- Review and sign off on the City of Kelowna's Prime Contractor Designation Form. If the contractor is not capable of assuming prime they will fall under the City of Kelowna's Health & Safety Management System and be required to attend a contractor orientation that will explain all of the relevant forms and processes that are expected from the contractor.
- Ensuring compliance with the Workers Compensation Act and the WCB OH&S Regulation.

City of Kelowna Supervisors:

Supervisors must:

- Ensure that all workers know that a contractor has been designated for projects in their areas.
- If during the normal site visits for contract administration, a City of Kelowna employee observes the work being done by the contractor and hazards are observed, corrective action must follow.
- Ensure they do not assign duties, which take City of Kelowna workers into the contractor's work area.
- Contact the Contract Administrator if any worker reports that they must enter the contractor's work site to do their job.

City of Kelowna Workers:

All workers are responsible to ensure that their duties do not take them into the single employer workplace. If they must enter the workplace, they must inform their supervisor.

Other Contractors (Sub-Contractors or Multiple Contractors at same site):

Other contractors are responsible to deliver to the Prime Contractor's Qualified Coordinator the name of the person who supervises their workers.

On a construction workplace, the contractors must designate a Qualified Person to be responsible for that contractor's health and safety activities. That contractor must give the name of this Qualified Person to the Prime Contractor.

PROGRAM DETAILS

This program is designed to help ensure that when contractors are working at a City of Kelowna workplace, the work is performed safely and there is no unnecessary increase in liability for City of Kelowna as a result of their actions.

Situation Identification

There are two types of situations where workers of another employer are performing duties at a City of Kelowna workplace.

The first of these, and most difficult for the organization to control, are workers who are not performing contract work for City of Kelowna. They may include the workers of a utility company, a government agency or Service Company. The typical example might be workers of a gas utility company who have set up traffic control to do repair work on the gas distribution system. They are at a workplace, and City of Kelowna workers may be working on the same workplace.

It is the responsibility of City of Kelowna to ensure that the workplace is safe and that all workers, including contractors and their employees, are aware of the workplace hazards of which the organization has knowledge as owners of the workplace. As long as there are no interactions, or overlap between workplaces that would create hazards for the workers of the contractor or for the workers of City of Kelowna there is no further action required.

The second situation is one that the organization is most familiar with. This is a situation where a contractor has come onto a workplace to perform work for City of Kelowna. In this situation, there is still the responsibility to ensure that the workplace is safe, and that the contractor is aware of pre-existing hazards.

Any other workplace hazards must also be identified.

Providing methods to eliminate or control workplace hazards will include providing the contractor with the City of Kelowna safety program and procedures. If the contractor is going to do work that is not covered by the safety program, it is important that once the hazards are identified, the contractor provides the written procedures for the work.

Multiple Employer Workplaces

Multiple employer workplaces are created when the workers of two or more employers are working at the same location. They do not have to both been working all of the time.

If they are both at the workplace and the activities of either employer can affect the health and safety of workers of the other employer, then the workplace becomes a multiple employer workplace. This is true even if the workers on the workplace are workers of the contractor and City of Kelowna.

When City of Kelowna has contractors on a multiple employer workplace; there is a requirement for coordination of activities.

The Contract Administrator can fulfill this coordination role, or it can be delegated to a contractor, who is designated as Prime Contractor in writing.

Contractors must give Contract Administrator or the Prime Contractor the names of the individuals who will be supervising their workers.

Prime Contractor Designation

In the past contracted work was much simpler than it is today. A project was developed and put out to bid. The successful bidder hired other contractors. These contractors were subcontractors to the successful bidder. In these cases the successful bidder was usually referred to as the "Principal" or "Prime Contractor".

As a result of amendments to the Workers Compensation Amendment Act and the WCB OHS Regulation, it is now very important that City of Kelowna carefully decides whether to designate a contractor in writing as the Prime Contractor. The decision on whether to designate a Prime Contractor rests with Contract Administrator otherwise the City of Kelowna assumes Prime contractor Status and all contractors would then be mandated to follow the City of Kelowna's Health & Safety Management System.

The responsibility for coordination of activities at the workplace, and for ensuring compliance with the Workers Compensation Amendment Act and the WCB OHS Regulation will rest with the Prime Contractor.

It is also very important that these contractors are made aware of all of the pre-existing workplace hazards that might put their workers at risk. They must also be given the information that they need on how to eliminate or control those hazards.

If the City of Kelowna appoints a Prime Contractor the affected contractor(s) will be given written notice in the form of the Prime Contractor Designate Form.

WORKPLACE SAFETY REQUIREMENTS

The Prime Contractor has the responsibility to:

- Ensure work is done in a safe manner that complies with all regulatory requirements.
- Direct and co-ordinate the work activities related to the health and safety of all contractors and any other workers on the workplace.
- Have a supervisor readily available at the workplace. This supervisor will have the necessary skills, qualifications and experience to co-ordinate the health and safety activities of the workers.
- Obtain from the organization written information on hazards and conditions and the methods to address the hazards and conditions and will circulate this information.

- Ensure first aid facilities are provided and maintained on the workplace in accordance with Part 33 of the WCB OHS Regulation.
- Take all reasonable steps to ensure that the occupational health and safety activities of all Contractors and their workers comply with the WCB OHS Regulation.
- Immediately give Contract Administrator the name of any contractor who does not co-operate, assist or do what the qualified co-ordinator requires regarding co-ordination of health and safety activities within the workplace.

All Contractors:

Prior to starting any work at the workplace, the Contractor must:

- Have its own Safety Program or follow the City of Kelowna's Health & Safety Management System.
- Ensure the safety program meets the requirements of Part 3 of the Workers' Compensation Act and Part 3 of the WCB OHS Regulation.
- Ensure there is a supervisor at the workplace that has the necessary skills and experience to run the Contractor's Safety Program.
- At the start of work, the Contractor will provide Contract Administrator or Contract Liaison in writing, the names of all supervisors.
- Contract Administrator or Prime Contractor, must be immediately informed of any changes.

The Contractor must:

- Ensure that a Joint Health and Safety (JHS) Committee is formed for the workplace if required by the Workers Compensation Amendment Act, and that the activities of the JHS Committee meet the requirements of the of the Workers Compensation Act.
- Advise Contract Administrator or the Prime Contractor, of any accidents or incidents at the workplace that must be reported to the Workers' Compensation Board.
- Inform all persons working on the workplace of the health and safety requirements at the workplace.
- At all times the contractor will ensure that its workers and subcontractors, and all other workers coming onto the workplace will:
- Comply with the Workers Compensation Amendment Act and the WCB OHS Regulation.
- Comply with the contractor's safety program or the City of Kelowna's Health & Safety Management Program
- Comply with Contract Administrator (or Prime Contractor's) safety requirements for the work activities within the workplace.
- Provide occupational health and safety records and documentation to Contract Administrator or Prime Contractor.
- Follow the directions of Contract Administrator or the Prime Contractor on all matters relating to occupational health and safety.
- Inform Contract Administrator or the Prime Contractor of any information that they require to co-ordinate each employer's work activities within the workplace.

PRIME CONTRACTOR'S HEALTH AND SAFETY RECORDS

The Prime Contractor must:

- Maintain all occupational health and safety documentation at one location at or near the workplace and make these documents available to Contract Administrator or Contract Liaison.
- Ensure that its Qualified Co-ordinator collects records of all JHS Committee proceedings at the workplace and distributes them to other qualified persons working within the workplace and to the WCB.
- In the event of an accident that requires notification to the Workers' Compensation Board, at the same time, notify Contract Administrator or Contract Liaison about the accident.
- If requested, provide information on the progress of the investigation and co-ordinate all responses to requests for information with City of Kelowna.

Contract Liaison

If a Prime Contractor is appointed, Contract Liaison will be the City of Kelowna workplace representative and have duties and responsibilities that include but are not limited to the following:

- To ensure all contractors are informed of appointment of the Prime Contractor.
- To inform the Prime Contractor that they must be copied in all communications.
- To monitor the Prime Contractor's compliance with the safety requirements of the contract.
- To ensure that City of Kelowna workers do not direct or supervise any contractor's workers on the workplace.
- To receive and/or distribute all necessary documentation.
- To ensure that all pre-existing hazards of the workplace and procedures for addressing the hazards are conveyed to the Prime Contractor.

If there is no designated Prime Contractor on a multiple employer workplace the responsibility to coordinate the activities of all employers at the workplace lies with Contract Administrator which is the City of Kelowna.

Contract Administrator will also watch for situations where the work of one contractor or a worker of City of Kelowna could cause a hazard to the workers of another contractor. It is Contract Administrator's responsibility to ensure that these situations are controlled.

Contract Administrator will ensure that contractors coming onto the workplace bring with them their written procedures. If the contractors do not bring written procedures, Contract Administrator must develop those procedures.

TRAINING REQUIREMENTS

Goal

To ensure that no workers will be put at risk and no liability will accrue to the organization as a result of workers of another employer performing duties on a workplace owned by the organization.

Objectives

As a result of this training, workers and supervisors will:

- Understand the organization's policy on contractor coordination including the pre-qualification, designation of prime contractor status and potential for the city of Kelowna to be the prime contractor
- Know what their responsibilities are, and understand the responsibilities of other people.

Summary of Training

- Why workplace safety coordination is necessary.
- The responsibilities for workplace safety coordination.
- How to determine if workplace coordination is required.
- The effects of the Workers' Compensation Amendment Act on contractor coordination.
- The definitions used in the contractor coordination program.
- When to designate a Prime Contractor or for the City to assume prime themselves.
- Typical hazards that must be addressed.
- How to complete forms and documentation.
- Correct responses to typical situations.

PROGRAM MAINTENANCE

Annual review of this program will focus on the number of situations when other employers were on the organization's workplace, and whether any liability accrued to the organization as a result.

DOCUMENTATION

The documentation for this program includes:

- Contract template that includes language concerning Prime Contractor.
- Safety program with names or positions of those responsible for coordination.
- Completed reviews of contractor safety programs.
- Documentation of discussions with contractors regarding supervision.

Prime Contractor Designation Form

COR - Element 4

PROJECT

After the City of Kelowna has awarded tender/contract it is necessary to see if the contractor can assume the Prime Contractor role. If the municipality must be deemed the prime contractor they will cover all safety related items with a City of Kelowna orientation. This orientation will cover all city requirements with OH&S regulations as a minimum.

This process will ensure that all contractors are suitably qualified to manage health and safety issues on complex work sites that involve multi-employer relationships. Financial strength, bonding, insurance, technical ability, and expertise will also be taken into consideration. This process is intended to be the Municipality's designation of Prime Contractor status, where appropriate.

Coordination at multiple-employer workplaces

118

(1) In this section:

"multiple-employer workplace" means a workplace where workers of 2 or more employers are working at the same time;

"prime contractor" means, in relation to a multiple-employer workplace,

(a) the directing contractor, employer or other person who enters into a written agreement with the owner of that workplace to be the prime contractor for the purposes of this Part, or

(b) if there is no agreement referred to in paragraph (a), the owner of the workplace.

(2) The prime contractor of a multiple-employer workplace must

(a) ensure that the activities of employers, workers and other persons at the workplace relating to occupational health and safety are coordinated, and

(b) do everything that is reasonably practicable to establish and maintain a system or process that will ensure compliance with this Part and the regulations in respect of the workplace.

(3) Each employer of workers at a multiple-employer workplace must give to the prime contractor the name of the person the employer has designated to supervise the employer's workers at that workplace.

DESIGNATION OF PRIME CONTRACTOR STATUS

The City of Kelowna recognizes that some organizations may not meet requirements necessary to be designated as a prime contractor. Organizations that do not meet these conditions will be given a City of Kelowna orientation and the City will act as the Prime Contractor.

The preferred qualifications for designation of Prime Contractor status are:

- ☐ COR
- ☐ Prime Contractor Training Course
- ☐ Construction Safety Training System

PRIME CONTRACTOR PROCEDURE

Please provide the following items:

History

- A. A list of current projects in which your organization has been designated as Prime Contractor.
- B. A list of past projects in which your organization has acted as Prime Contractor.

PRIME CONTRACTOR ACCEPTANCE

THE UNDERSIGNED further states that they have carefully read the foregoing agreement (Contractor Coordination Program Guide) and know the contents thereof, and by signing same as accept the designation of Prime Contractor.

Dated at, B.C., thisday of....., 2013

Prime Contractor

City of Kelowna Representative (Witness)

Print Name: _____

Print Name: _____

Signature: _____

Signature: _____



Occupational Health & Safety Branch

Application for Safety Pre-Qualification

COR - Element 4

APPLICATION FOR SAFETY PRE-QUALIFICATION

Submissions, Program Content and Inquiries:

Contractors are invited to apply for Safety Pre-Qualification by completing and submitting the "City of Kelowna Application for Safety Pre-Qualification."

1. COMPANY IDENTIFICATION

Business Name: _____

Full Address: _____

Mailing Address:
(if different) _____

Phone:
(Office/Cell) _____

Fax: _____

The Company is:

☐ Sole Proprietorship

☐ Partnership

☐ Limited Company

Number of years in business: _____

2. INSURANCE & WORKERS COMPENSATION

- a) Attach documents demonstrating your coverage for damages to and incidents involving their parties including general liability insurance, automotive, umbrella policies, etc.
- b) Is your company in good standing under the workers compensation board or authority of each jurisdiction in which it performs work? ☐ YES or ☐ NO

If YES provide clearance letter to substantiate, if NO please explain.

3. SAFETY PROGRAM

- a) Does your company have a written Health & Safety Policy signed by Management?
☐ YES or ☐ NO

If YES please submit with questionnaire.

- b) Does your company have written safety policies and procedures including clearly defined safety responsibilities for managers, supervisors and workers? ☐ YES or ☐ NO

If YES please submit with questionnaire.

- c) How do you communicate your Safety Policies and Procedures?

- d) How often do managers/executives visit the worksite? Provide details.

4. ATTACHMENTS

- 1) Please submit a description of your on-site inspection program, including how often inspections are conducted, what they cover and who conducts them.
- 2) Please attach a description of your risk assessment procedures and form(s)
- 3) Please attach a description of your incident reporting and investigation procedures, including how near misses are reported.
- 4) Please attach a list of names and qualifications of all supervisors that you use to oversee work.
- 5) Do you provide on the job training to all workers? ☐ YES OR ☐ NO

Please attach a description of your health and safety training program, including how often training is provided, in what format, topics covered and who provides the training? If easier submit certificates of staff rather than list.

- 6) Please attach a description of how you notify workers of job specific hazards.
- 7) Do you discipline workers for committing health and safety violations? ☐ YES OR ☐ NO
Please describe:

- 8) Please attach a description of your health and safety committee/representative (or an explanation as to why you don't have one), including its activities, frequency of meetings, etc.
- 9) Do you have a preventative maintenance program for tools and machinery? ☐ YES OR ☐ NO
Please describe:

- 10) Please attach a description of how you incorporate subcontractors' workers into your health and safety training and other programs.
- 11) Please attach a description of other programs, activities or information that you believe demonstrates that your company carries out its projects safely and in accordance with all health and safety requirements.

5. SAFETY PERFORMANCE

Please complete the following charts current to the last 3 years)

Year	Hrs	F	LTI	TR	TRF

Sub-Contractors (Combined Total)

Year	Hrs	F	LTI	TR	TRF

Safety Performance Calculation Instructions:

HRS = Total hours worked	F = Fatalities	LTI = Lost time injuries, loss by a worker at least 1 day of work	LTF = Lost time frequency Number of incidents x 200,000 divided by hours worked.	TR= Total recordables Medical aid +restricted duty+ LTI	TRF= Total recordable frequency Number of recordable incidents x 200,000, divided by hours worked
------------------------------------	-----------------------	---	---	--	--

Has your company received any Occupational Health & Safety stop-work orders, charges, convictions or fines in the last 3 years? ☐ YES OR ☐ NO
Please describe:

Name of Contractor's Safety Coordinator:	
Contact Information:	
Date:	Signature:

6. DECLARATION:

I, the undersigned, in application for Safety Pre-Qualification with the City of Kelowna for construction work and / or other duties, do hereby certify that all information contained in this application is accurate to the best of my knowledge.

Print Name: _____ Position: _____
Signature: _____
Date: _____



City Park North End
Non-Motorized Water Activity Concession
Bid Package

For additional information, please contact:
Tammy Abrahamson, Property Officer
tabrahamson@kelowna.ca
Direct Line: (250) 469-8659
Fax: (250) 862-3349

City of Kelowna
City Park North End

Non-Motorized Water Activity Concession Informational Package

Overview

The City of Kelowna is seeking a Contractor to operate a non-motorized water activity concession from May 15 - September 15. The concession is located at the north end of City Park, as shown on the attached map. The term of the contract will be for three (3) years with an option to renew for two (2) additional one (1) year terms at the City's sole discretion.

An optional information meeting will be held on Thursday April 24th, 2014 at 1:00 pm at City Hall, in the Knox Mountain Meeting Room located on the 4th Floor.

General Scope of Services of the Contractor

The Contractor will provide, equip and operate an activity concession within the designated area as per Schedule A.

1. The Contractor will provide for use by the public a non-motorized water activity concession.
2. The Contractor shall maintain all equipment to such standards as will ensure safety for participants.
3. Any anchoring system proposed must be fully within the City of Kelowna water lot area as noted in the attached map and must be approved by authorities having jurisdiction.
4. The Contractor shall ensure that no persons too young to operate the proposed activity are permitted to use them, and shall ensure that no persons operating the proposed activity do so in an unsafe manner or endanger persons swimming at any of the designated beaches.
5. The Contractor shall ensure that all participants wear personal floatation devices.
6. At a minimum the Contractor shall operate during the period of May 15th to September 4th of each year of the Term, with the exception of the first year which will begin June 30th, 2014.
7. The contractor shall remove the equipment at the end of each season.
8. City Park is open from 6 am to 11 pm each day and the contractor will provide service in the parks between 10 am and 8 pm (or dusk whichever is earlier), 7 days per week, weather permitting for the core season starting the last weekend of June until Labour Day in September. During the shoulder season the Contractor will supply concession service between the hours of 12:00pm to 4:00pm, 7 days per week, weather permitting.
9. The Term of the contract will be for three (3) years with an option to renew for two (2) additional one (1) year terms at the City's sole discretion:

- a. Any extension, if offered, will retain all of the terms and conditions of the original contract or subsequent extension;
 - b. Such option period 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.
10. The Contractor will be responsible to obtain all necessary approvals from authorities having jurisdiction including, but not limited to, the Ministry of the Environment, Transport Canada, Canada Coast Guard and provide copies of the approvals prior to installation and operation.
11. The Contractor will pay permits, taxes and licenses.
12. The Contractor will clean and maintain the area surrounding the concession to the satisfaction of the City, including clean-up of litter from the immediate area (a radius of 30 meters from the concession).
13. The Contractor shall comply with all regulations regarding fire, traffic, safety and shall acquire all necessary permits.
14. No outside advertising will be permitted without the consent of the City.
15. The City leases a food concession in the same park so no food or beverage sales will be allowed.
16. Solicitation of the public is not allowed.
17. 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 area will be closed for special events, and as a result will also be closed for the concession operation, unless agreement can be reached with the event organizer.
18. The Contractor may not sublet, nor assign the contract without the written consent of the City. If approved by the City the minimum amount for such assignment shall be \$500.00 payable by the Contractor to the City.
19. The Contractor is required to supply a bid deposit in the form of a certified cheque 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”.
20. 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.
21. There will be no structure provided. If the Contractor wishes to provide a structure the Contractor will be required to meet all regulations and Bylaws and any design must be approved by the City’s Infrastructure Planning and Parks department.
22. There will be no power available.
23. Prior to awarding the bid to the successful Proponent, the Proponent must prove to the City ownership of the activity equipment listed in the proposal.

24. The City will not provide on-site parking for the Contractor's vehicle and towing equipment.
25. The Contractor will provide 24 hour security on the premises.
26. The Contractor will be required to enter into a Prime Contractor Agreement with the City. Contractor Coordination Program Guide, Prime Contractor Designation Form and Application for Safety Pre-Qualification documents are attached as Schedule C and form part of the bid package.
27. The Contractor will be required to following Canadian Life Saving Society Standards for operation and supervision of the area.
28. The Contractor will provide financial statements within 45 days of the end of each season of the contract.
29. The Contractor must acknowledge that the City has applied to the Ministry of the Environment to commence work with a "sand re-nourishment" program at this specific location. Should the application be approved, the Contractor at his sole expense will be responsible to remove all anchors in the lake to allow for the work to be done.
30. The Contractor will be responsible for all additional swim / marker buoys to be installed in the lake to ensure a safe swimming area.
31. The Contractor must keep the promenade clear at all times.
32. On event days the load in / out of concession related equipment must be scheduled outside of event times so the promenade is clear and safe for participants.
33. The Contractor must specify on a map how much land they require for their proposal.

Submission Requirements

- The Contractor shall provide photographs or illustrations of all equipment to be offered for rental.
- The Contractor shall provide a schedule of proposed rental rates with the bid submission.
- Prior to commencing work the Contractor will be required to submit proof of a City of Kelowna Business License, Work Safe BC Coverage, and shall obtain the appropriate insurance coverage as listed in Appendix B by providing the City a Certificate of Insurance proving the coverage is in place. Insurance requirement will vary depending on activity.
- Prior to commencing work the Contractor shall complete the requirements outlined in Section 25 Prime Contractor of the bid document.
- Proposals will not be accepted after the final date and time for receipt of proposals, nor will they be accepted by facsimile.
- Any one party may submit only one proposal. Any party submitting alternate proposals shall be disqualified. Conditional proposals will not be considered.

MANDATORY CRITERIA

The following are mandatory requirements. Proposals not clearly demonstrating that they meet them will receive no further consideration during the evaluation process.

Mandatory Criteria
a) Proposal received prior to 3 pm, May 9 th , 2014
b) Certified Cheque in the amount of \$1,000
c) Photographs and description of rental equipment, and rental rates
d) Business case for the proposal
e) Submit three (3) copies of the bid document including name of company, phone number and email address

DESIRABLE CRITERIA

Proposals meeting the mandatory requirements will be further assessed against the following criteria. The relative weighting for each criterion is also given.

Criteria	Weight
Relevant experience, qualifications and successes.	30
Proposed rental items and proposed prices.	20
Overall proposal for operating a high quality, safe, service oriented venture	30
Value (\$) of proposal to the City	20
TOTAL	100

The City reserves the right to reject any or all responses, to waive defects in any Submission documents and to accept any Submission or offer which it may consider to be in the best interest of the City. The lowest or any submission or offer will not necessarily be accepted.

Schedule A - Premises

The premises are those lands legally described as that portion of land, located at 1600 Abbot Street, Kelowna, BC as shown on the drawing below.



Schedule B

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 this lease agreement, the City advises in writing that it has determined that the exposure to liability justifies less limits. The insurance policy or policies shall be maintained continuously from commencement of this lease agreement until the date of termination of the lease agreement 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 Comprehensive General Liability Insurance

- (i) providing for an inclusive limit of not less than \$5,000,000 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 there from) 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 this lease agreement;
- (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) 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.

3. The City Named as Additional Insured

The policies required by section 2.1 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. Certificates of Insurance

The Contractor agrees to submit a Certificate of Insurance, to the Risk Management Department of the City prior to the commencement date of this lease agreement. Such a Certificate shall provide that 30 days' written notice shall be given to the Risk Management Department of the City, prior to any material changes or cancellation of any such policy or policies.

5. 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.

6. Insurance Companies

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

7. 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.

8. Nonpayment of Losses

The failure or refusal to pay losses by any insurance company providing insurance on behalf of the Contractor shall not be held to waive or release the Contractor from any of the provisions of the Insurance Requirements or this lease agreement, with respect to the liability of the Contractor otherwise. Any insurance deductible maintained by the Contractor 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 7.

9. Hold Harmless and Indemnification

The Contractor shall be responsible for all loss, costs, damages, and expenses whatsoever incurred or suffered by the city, its elected officials, officers, employees and agents (the indemnities) including but not limited to or loss of property and loss of use thereof, and injury to, or death of a person or persons resulting from or in conjunction with the performance, purported performance, or non-performance of this contract, excepting only where such loss, cost, damages and expenses are as a result of the sole negligence of the indemnities.

The Contractor shall defend, indemnify and hold harmless the indemnities from and against all claims, demands, actions, proceedings, and liabilities whatsoever and all costs and expenses incurred in connection therewith and resulting from the performance, purported performance, or non-performance of this contract, excepting only where such claim, demand, action, proceeding or liability is based on the sole negligence of the indemnities.

City staff to complete prior to circulation

City Dept.: _____

Dept. Contact: _____

Project/Contract/Event: _____

CERTIFICATE OF INSURANCE

This Certificate is issued to:

**The City of Kelowna
1435 Water Street
Kelowna, BC V1Y 1J4**

Insured

Name: _____

Address: _____

Broker

Name: _____

Address: _____

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

Type of Insurance	Company & Policy Number	Policy Dates		Limits of Liability/Amounts
		Effective	Expiry	
Section 1 Comprehensive General Liability including: <ul style="list-style-type: none"> • Products/Completed Operations; • Blanket Contractual; • Contractor's Protective; • Personal Injury; • Contingent Employer's Liability; • Broad Form Property Damage; • Non-Owned Automobile; • Cross Liability Clause. 				Bodily Injury and Property Damage \$ 5,000,000 Inclusive \$ _____ Aggregate \$ _____ Deductible
Section 2 Automobile Liability				Bodily Injury and Property Damage \$ 5,000,000 Inclusive

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

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

Print Name

Title

Company (Insurer or Broker)

Signature of Authorized Signatory

Date

Contractor Coordination Program Guide

Certificate of Recognition - Element 4

August 2012

Occupational Health & Safety

POLICY

To ensure that workers of The City of Kelowna and other employers who are working at The City of Kelowna workplaces are not placed at risk because of a lack of knowledge of workplace hazards, or a lack of coordination of workplace safety.

The City of Kelowna will do everything that is reasonably practicable to establish and maintain a system or process that will ensure compliance with the Workers Compensation Amendment Act and the WCB OH&S Regulations at all workplaces within the City of Kelowna.

The City of Kelowna will ensure that all employers and workers at the City of Kelowna workplaces are aware of any pre-existing workplace hazards.

The City of Kelowna will ensure co-ordination of occupational health and safety activities on all multiple employer workplaces, or ensure that a Prime Contractor does so.

SCOPE

This program applies to every situation where workers other than City of Kelowna workers are performing their job duties at a City of Kelowna workplace.

Exception for Short Term Workplace Visits

The WCB Prevention Manual offers the following guidance on workplace visits: "Virtually all workplaces will be visited by workers of other employers. For example, workers may deliver or pick up mail, goods, and materials or enter to inspect premises. Short term visits of this type, even if regular, do not make the workplace a "multiple-employer workplace" for the purposes of section 118(1)."

DEFINITIONS

Construction Project:	Any erection, alteration, repair, dismantling, demolition, structural or routine maintenance, painting, land clearing, earth moving, grading, excavating, trenching, digging, boring, drilling, blasting, concreting, the installation of any machinery or any other work deemed to be construction by the WCB. (WCB OH&S Regulation Section 20.1)
Contractor:	Includes a contractor, subcontractor, utility company, government agency or a service company providing/assigning workers and/or services/equipment within the workplace.
Contractor Safety Program:	A contractor's Occupational Health and Safety program as required by WCB OH&S Regulation. Multiple employer workplaces are created when workers of two or more employers are working at the same location.
Multiple Employer Workplace:	In this type of workplace workers of one employer do not actually have to come into contact with the workers of the other employer. They do not even have to be in the same place at the same time. What is important is whether or not the workers' activities could affect the health and safety of another employer's workers. This is true even if the workers on the workplace are workers of City of Kelowna and a contractor. Short term visits by couriers, inspectors, and suppliers etc. are not regarded as workers at the workplace.

Notice of Project:	The Notice of Construction Project given by the Prime Contractor, or Owner, to the Workers' Compensation Board as defined in and required by Section 20.2 (2) and (3) of the WCB OH&S Regulation.
Prime Contractor:	In relation to a multiple-employer municipal workplace, the contractor, employer or other person who enters into a written agreement with the City of Kelowna to be the Prime Contractor.
Qualified Co-ordinator:	Applies where a Prime Contractor has been designated. On a construction workplace, means the person appointed by a Prime Contractor to co-ordinate occupational health and safety activities within the workplace.
Qualified Person:	Applies to every contractor hired whether it is a single employer workplace or a multi-employer workplace. On a construction workplace, means a person designated by a contractor (other than the Prime Contractor) to be responsible for that employer's health and safety activities and responsibilities.
Single Employer Workplace:	A defined area in which there are workers of only one employer.
Contract Administrator:	Applies where a Prime Contractor has not been designated and the City of Kelowna assumes Prime Contractor Status. There will be a person designated by City of Kelowna to co-ordinate workplace safety on multiple employer workplaces and to receive/review a contractor's safety program, records, documentation, safety performance, etc.
Contract Liaison:	Applies where a Prime Contractor has been designated. The person designated by the City of Kelowna to inspect, and be the City contact person for the Prime Contractor. The Contract Liaison will alert and explain any pre-existing hazards to the Prime Contractor and receive/review a contractor's safety program, records, documentation, etc.

CO-ORDINATION - OVERVIEW

City of Kelowna can decide to coordinate safety activities at a multiple employer workplace or to designate this responsibility, in writing, to a Prime Contractor to perform the duties of coordination.

On a multiple employer workplace:

The Contract Administrator/Prime Contractor (Qualified Coordinator) must also:

- Ensure that all of the workers at the workplace are aware of any pre-existing hazards on the workplace.
- Identify any hazards on the workplace that are created by the work.
- Have a workplace drawing that shows where first aid is located, emergency transportation system for injured workers, and evacuation marshaling points.
- Have written procedures outlining safe work procedures to be followed by all workers at the workplace.
- Have a workplace drawing showing where all employers at the workplace are working, where first aid is located, emergency transportation system for injured workers, and evacuation marshaling points.

RESPONSIBILITIES

City of Kelowna is responsible to determine whether a workplace includes the workers of other employers and whether this is a multiple employer workplace or a single employer workplace.

Responsibilities: Single Employer Workplace, City of Kelowna

City of Kelowna is responsible to ensure that the contractor at the workplace is aware of all pre-existing workplace hazards and has the information on how to eliminate or control the hazards.

Contract Administrators:

Contract Administrators are responsible to ensure the following Pre-Qualification Items are filled out by the potential contractor:

- Conduct the Pre-Qualification questionnaire that includes items such as WCB Coverage, Liability Insurance, Proof of Safety Program (Policy, Risk Assessments, Inspections, Incident Reporting, Qualifications, etc)
- Decide whether the contractor should be designated, in writing, as a Prime Contractor or falls under the City of Kelowna's Health & Safety Management System

Contract Administrators are responsible to ensure the following Contractor Coordination occurs after completing the Contractor Pre-Qualification and have been awarded contract:

- Designate the Prime Contractor (Sign off on Prime Contractor Status Form)
- Hold pre-job conferences to confirm contractor understanding of compliance with safety requirements and awareness of the City of Kelowna specific hazards, and to review job plan of hazardous work.
- Meet with the contractor and explain any hazards peculiar to the City of Kelowna worksites the contractor is likely to encounter while performing the work. Establish that work must be done safely in accordance with WCB and City of Kelowna standards. (Standard contract documents identify the contractor is responsible for the enforcement of regulations).
- Ask the contractor if he/she has any questions related to the safety of the work or what is expected during the contract period.
- Reinforce the point that the contractor is responsible for the health and safety of his/her workers and for ensuring compliance by his workers with the City of Kelowna Occupational Health and Safety Program and WCB regulations.
- Monitor contractor safety performance (Observations of contractor's work procedures, finished products, etc. Should be diarized by noting the contractor's name, date, time, and location and briefly noting observations. Follow up action can be based on these diaries.
- Check that contractor has copies of required safety information and supplementary instructions covering the work to be performed (provide if necessary).
- Monitor contractor safety performance through regular inspections or audits, as appropriate. Doing so without directing work on site otherwise Prime Contractor will revert back to the owner and in this case that would be the City of Kelowna.
- Document inspections of contractor performance.
- If necessary, coordinate safety on multiple employer sites.

Contractor:

Note: Applies to a contractor to City of Kelowna and to service providers such as BC Hydro or gas distribution companies.

The contractor is responsible to ensure the safety of his/her workers. The contractor must inspect his worksites in accordance with WCB requirements to ensure compliance with WCB and City of Kelowna regulations.

The contractor is responsible for:

- Reviewing the City of Kelowna's Contractor Pre-Qualification and submitting all relevant documentation for this program.

- Review and sign off on the City of Kelowna's Prime Contractor Designation Form. If the contractor is not capable of assuming prime they will fall under the City of Kelowna's Health & Safety Management System and be required to attend a contractor orientation that will explain all of the relevant forms and processes that are expected from the contractor.
- Ensuring compliance with the Workers Compensation Act and the WCB OH&S Regulation.

City of Kelowna Supervisors:

Supervisors must:

- Ensure that all workers know that a contractor has been designated for projects in their areas.
- If during the normal site visits for contract administration, a City of Kelowna employee observes the work being done by the contractor and hazards are observed, corrective action must follow.
- Ensure they do not assign duties, which take City of Kelowna workers into the contractors work area.
- Contact the Contract Administrator if any worker reports that they must enter the contractor's work site to do their job.

City of Kelowna Workers:

All workers are responsible to ensure that their duties do not take them into the single employer workplace. If they must enter the workplace, they must inform their supervisor.

Other Contractors (Sub-Contractors or Multiple Contractors at same site):

Other contractors are responsible to deliver to the Prime Contractor's Qualified Coordinator the name of the person who supervises their workers.

On a construction workplace, the contractors must designate a Qualified Person to be responsible for that contractor's health and safety activities. That contractor must give the name of this Qualified Person to the Prime Contractor.

PROGRAM DETAILS

This program is designed to help ensure that when contractors are working at a City of Kelowna workplace, the work is performed safely and there is no unnecessary increase in liability for City of Kelowna as a result of their actions.

Situation Identification

There are two types of situations where workers of another employer are performing duties at a City of Kelowna workplace.

The first of these, and most difficult for the organization to control, are workers who are not performing contract work for City of Kelowna. They may include the workers of a utility company, a government agency or Service Company. The typical example might be workers of a gas utility company who have set up traffic control to do repair work on the gas distribution system. They are at a workplace, and City of Kelowna workers may be working on the same workplace.

It is the responsibility of City of Kelowna to ensure that the workplace is safe and that all workers, including contractors and their employees, are aware of the workplace hazards of which the organization has knowledge as owners of the workplace. As long as there are no interactions, or overlap between workplaces that would create hazards for the workers of the contractor or for the workers of City of Kelowna there is no further action required.

The second situation is one that the organization is most familiar with. This is a situation where a contractor has come onto a workplace to perform work for City of Kelowna. In this situation, there is still the responsibility to ensure that the workplace is safe, and that the contractor is aware of pre-existing hazards.

Any other workplace hazards must also be identified.

Providing methods to eliminate or control workplace hazards will include providing the contractor with the City of Kelowna safety program and procedures. If the contractor is going to do work that is not covered by the safety program, it is important that once the hazards are identified, the contractor provides the written procedures for the work.

Multiple Employer Workplaces

Multiple employer workplaces are created when the workers of two or more employers are working at the same location. They do not have to both been working all of the time.

If they are both at the workplace and the activities of either employer can affect the health and safety of workers of the other employer, then the workplace becomes a multiple employer workplace. This is true even if the workers on the workplace are workers of the contractor and City of Kelowna.

When City of Kelowna has contractors on a multiple employer workplace; there is a requirement for coordination of activities.

The Contract Administrator can fulfill this coordination role, or it can be delegated to a contractor, who is designated as Prime Contractor in writing.

Contractors must give Contract Administrator or the Prime Contractor the names of the individuals who will be supervising their workers.

Prime Contractor Designation

In the past contracted work was much simpler than it is today. A project was developed and put out to bid. The successful bidder hired other contractors. These contractors were subcontractors to the successful bidder. In these cases the successful bidder was usually referred to as the "Principal" or "Prime Contractor".

As a result of amendments to the Workers Compensation Amendment Act and the WCB OHS Regulation, it is now very important that City of Kelowna carefully decides whether to designate a contractor in writing as the Prime Contractor. The decision on whether to designate a Prime Contractor rests with Contract Administrator otherwise the City of Kelowna assumes Prime contractor Status and all contractors would then be mandated to follow the City of Kelowna's Health & Safety Management System.

The responsibility for coordination of activities at the workplace, and for ensuring compliance with the Workers Compensation Amendment Act and the WCB OHS Regulation will rest with the Prime Contractor.

It is also very important that these contractors are made aware of all of the pre-existing workplace hazards that might put their workers at risk. They must also be given the information that they need on how to eliminate or control those hazards.

If the City of Kelowna appoints a Prime Contractor the affected contractor(s) will be given written notice in the form of the Prime Contractor Designate Form.

WORKPLACE SAFETY REQUIREMENTS

The Prime Contractor has the responsibility to:

- Ensure work is done in a safe manner that complies with all regulatory requirements.
- Direct and co-ordinate the work activities related to the health and safety of all contractors and any other workers on the workplace.
- Have a supervisor readily available at the workplace. This supervisor will have the necessary skills, qualifications and experience to co-ordinate the health and safety activities of the workers.
- Obtain from the organization written information on hazards and conditions and the methods to address the hazards and conditions and will circulate this information.

- Ensure first aid facilities are provided and maintained on the workplace in accordance with Part 33 of the WCB OHS Regulation.
- Take all reasonable steps to ensure that the occupational health and safety activities of all Contractors and their workers comply with the WCB OHS Regulation.
- Immediately give Contract Administrator the name of any contractor who does not co-operate, assist or do what the qualified co-ordinator requires regarding co-ordination of health and safety activities within the workplace.

All Contractors:

Prior to starting any work at the workplace, the Contractor must:

- Have its own Safety Program or follow the City of Kelowna's Health & Safety Management System.
- Ensure the safety program meets the requirements of Part 3 of the Workers' Compensation Act and Part 3 of the WCB OHS Regulation.
- Ensure there is a supervisor at the workplace that has the necessary skills and experience to run the Contractor's Safety Program.
- At the start of work, the Contractor will provide Contract Administrator or Contract Liaison in writing, the names of all supervisors.
- Contract Administrator or Prime Contractor, must be immediately informed of any changes.

The Contractor must:

- Ensure that a Joint Health and Safety (JHS) Committee is formed for the workplace if required by the Workers Compensation Amendment Act, and that the activities of the JHS Committee meet the requirements of the of the Workers Compensation Act.
- Advise Contract Administrator or the Prime Contractor, of any accidents or incidents at the workplace that must be reported to the Workers' Compensation Board.
- Inform all persons working on the workplace of the health and safety requirements at the workplace.
- At all times the contractor will ensure that its workers and subcontractors, and all other workers coming onto the workplace will:
- Comply with the Workers Compensation Amendment Act and the WCB OHS Regulation.
- Comply with the contractor's safety program or the City of Kelowna's Health & Safety Management Program
- Comply with Contract Administrator (or Prime Contractor's) safety requirements for the work activities within the workplace.
- Provide occupational health and safety records and documentation to Contract Administrator or Prime Contractor.
- Follow the directions of Contract Administrator or the Prime Contractor on all matters relating to occupational health and safety.
- Inform Contract Administrator or the Prime Contractor of any information that they require to co-ordinate each employer's work activities within the workplace.

PRIME CONTRACTOR'S HEALTH AND SAFETY RECORDS

The Prime Contractor must:

- Maintain all occupational health and safety documentation at one location at or near the workplace and make these documents available to Contract Administrator or Contract Liaison.
- Ensure that its Qualified Co-ordinator collects records of all JHS Committee proceedings at the workplace and distributes them to other qualified persons working within the workplace and to the WCB.
- In the event of an accident that requires notification to the Workers' Compensation Board, at the same time, notify Contract Administrator or Contract Liaison about the accident.
- If requested, provide information on the progress of the investigation and co-ordinate all responses to requests for information with City of Kelowna.

Contract Liaison

If a Prime Contractor is appointed, Contract Liaison will be the City of Kelowna workplace representative and have duties and responsibilities that include but are not limited to the following:

- To ensure all contractors are informed of appointment of the Prime Contractor.
- To inform the Prime Contractor that they must be copied in all communications.
- To monitor the Prime Contractor's compliance with the safety requirements of the contract.
- To ensure that City of Kelowna workers do not direct or supervise any contractor's workers on the workplace.
- To receive and/or distribute all necessary documentation.
- To ensure that all pre-existing hazards of the workplace and procedures for addressing the hazards are conveyed to the Prime Contractor.

If there is no designated Prime Contractor on a multiple employer workplace the responsibility to coordinate the activities of all employers at the workplace lies with Contract Administrator which is the City of Kelowna.

Contract Administrator will also watch for situations where the work of one contractor or a worker of City of Kelowna could cause a hazard to the workers of another contractor. It is Contract Administrator's responsibility to ensure that these situations are controlled.

Contract Administrator will ensure that contractors coming onto the workplace bring with them their written procedures. If the contractors do not bring written procedures, Contract Administrator must develop those procedures.

TRAINING REQUIREMENTS

Goal

To ensure that no workers will be put at risk and no liability will accrue to the organization as a result of workers of another employer performing duties on a workplace owned by the organization.

Objectives

As a result of this training, workers and supervisors will:

- Understand the organization's policy on contractor coordination including the pre-qualification, designation of prime contractor status and potential for the city of Kelowna to be the prime contractor
- Know what their responsibilities are, and understand the responsibilities of other people.

Summary of Training

- Why workplace safety coordination is necessary.
- The responsibilities for workplace safety coordination.
- How to determine if workplace coordination is required.
- The effects of the Workers' Compensation Amendment Act on contractor coordination.
- The definitions used in the contractor coordination program.
- When to designate a Prime Contractor or for the City to assume prime themselves.
- Typical hazards that must be addressed.
- How to complete forms and documentation.
- Correct responses to typical situations.

PROGRAM MAINTENANCE

Annual review of this program will focus on the number of situations when other employers were on the organization's workplace, and whether any liability accrued to the organization as a result.

DOCUMENTATION

The documentation for this program includes:

- Contract template that includes language concerning Prime Contractor.
- Safety program with names or positions of those responsible for coordination.
- Completed reviews of contractor safety programs.
- Documentation of discussions with contractors regarding supervision.

Prime Contractor Designation Form

COR - Element 4

PROJECT

After the City of Kelowna has awarded tender/contract it is necessary to see if the contractor can assume the Prime Contractor role. If the municipality must be deemed the prime contractor they will cover all safety related items with a City of Kelowna orientation. This orientation will cover all city requirements with OH&S regulations as a minimum.

This process will ensure that all contractors are suitably qualified to manage health and safety issues on complex work sites that involve multi-employer relationships. Financial strength, bonding, insurance, technical ability, and expertise will also be taken into consideration. This process is intended to be the Municipality's designation of Prime Contractor status, where appropriate.

Coordination at multiple-employer workplaces

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(1) In this section:

"multiple-employer workplace" means a workplace where workers of 2 or more employers are working at the same time;

"prime contractor" means, in relation to a multiple-employer workplace,

(a) the directing contractor, employer or other person who enters into a written agreement with the owner of that workplace to be the prime contractor for the purposes of this Part, or

(b) if there is no agreement referred to in paragraph (a), the owner of the workplace.

(2) The prime contractor of a multiple-employer workplace must

(a) ensure that the activities of employers, workers and other persons at the workplace relating to occupational health and safety are coordinated, and

(b) do everything that is reasonably practicable to establish and maintain a system or process that will ensure compliance with this Part and the regulations in respect of the workplace.

(3) Each employer of workers at a multiple-employer workplace must give to the prime contractor the name of the person the employer has designated to supervise the employer's workers at that workplace.

DESIGNATION OF PRIME CONTRACTOR STATUS

The City of Kelowna recognizes that some organizations may not meet requirements necessary to be designated as a prime contractor. Organizations that do not meet these conditions will be given a City of Kelowna orientation and the City will act as the Prime Contractor.

The preferred qualifications for designation of Prime Contractor status are:

- ☐ C O R
- ☐ Prime Contractor Training Course
- ☐ Construction Safety Training System

PRIME CONTRACTOR PROCEDURE

Please provide the following items:

History

- A. A list of current projects in which your organization has been designated as Prime Contractor.
- B. A list of past projects in which your organization has acted as Prime Contractor.

PRIME CONTRACTOR ACCEPTANCE

THE UNDERSIGNED further states that they have carefully read the foregoing agreement (Contractor Coordination Program Guide) and know the contents thereof, and by signing same as accept the designation of Prime Contractor.

Dated at, B.C., thisday of....., 2013

Prime Contractor

Print Name: _____

Signature: _____

City of Kelowna Representative (Witness)

Print Name: _____

Signature: _____

APPLICATION FOR SAFETY PRE-QUALIFICATION

Submissions, Program Content and Inquiries:

Contractors are invited to apply for Safety Pre-Qualification by completing and submitting the "City of Kelowna Application for Safety Pre-Qualification."

1. COMPANY IDENTIFICATION

Business Name: _____

Full Address: _____

Mailing Address: _____

(if different)

Phone: _____

(Office/Cell)

Fax: _____

The Company is:

☐ Sole Proprietorship

☐ Partnership

☐ Limited Company

Number of years in business: _____

2. INSURANCE & WORKERS COMPENSATION

- a) Attach documents demonstrating your coverage for damages to and incidents involving their parties including general liability insurance, automotive, umbrella policies, etc.
- b) Is your company in good standing under the workers compensation board or authority of each jurisdiction in which it performs work? ☐ YES or ☐ NO

If YES provide clearance letter to substantiate, if NO please explain.

3. SAFETY PROGRAM

- a) Does your company have a written Health & Safety Policy signed by Management?
☐ YES or ☐ NO

If YES please submit with questionnaire.

- b) Does your company have written safety policies and procedures including clearly defined safety responsibilities for managers, supervisors and workers? ☐ YES or ☐ NO

If YES please submit with questionnaire.

- c) How do you communicate your Safety Policies and Procedures?

- d) How often do managers/executives visit the worksite? Provide details.

4. ATTACHMENTS

- 1) Please submit a description of your on-site inspection program, including how often inspections are conducted, what they cover and who conducts them.
- 2) Please attach a description of your risk assessment procedures and form(s)
- 3) Please attach a description of your incident reporting and investigation procedures, including how near misses are reported.
- 4) Please attach a list of names and qualifications of all supervisors that you use to oversee work.
- 5) Do you provide on the job training to all workers? ☐ YES OR ☐ NO

Please attach a description of your health and safety training program, including how often training is provided, in what format, topics covered and who provides the training? If easier submit certificates of staff rather than list.

- 6) Please attach a description of how you notify workers of job specific hazards.
- 7) Do you discipline workers for committing health and safety violations? ☐ YES OR ☐ NO
Please describe:

- 8) Please attach a description of your health and safety committee/representative (or an explanation as to why you don't have one), including its activities, frequency of meetings, etc.
- 9) Do you have a preventative maintenance program for tools and machinery? ☐ YES OR ☐ NO
Please describe:

- 10) Please attach a description of how you incorporate subcontractors' workers into your health and safety training and other programs.
- 11) Please attach a description of other programs, activities or information that you believe demonstrates that your company carries out its projects safely and in accordance with all health and safety requirements.

5. SAFETY PERFORMANCE

Please complete the following charts current to the last 3 years)

Year	Hrs	F	LTI	TR	TRF

Sub-Contractors (Combined Total)

Year	Hrs	F	LTI	TR	TRF

Safety Performance Calculation Instructions:

HRS = Total hours worked	F = Fatalities	LTI = Lost time injuries, loss by a worker at least 1 day of work	LTF = Lost time frequency Number of incidents x 200,000 divided by hours worked.	TR= Total recordables Medical aid +restricted duty+ LTI	TRF= Total recordable frequency Number of recordable incidents x 200,000, divided by hours worked
------------------------------------	-----------------------	---	---	--	--

Has your company received any Occupational Health & Safety stop-work orders, charges, convictions or fines in the last 3 years? ☐ YES OR ☐ NO
Please describe:

Name of Contractor's
Safety Coordinator:

Contact Information:

Date:

Signature:

6. DECLARATION:

I, the undersigned, in application for Safety Pre-Qualification with the City of Kelowna for construction work and / or other duties, do hereby certify that all information contained in this application is accurate to the best of my knowledge.

Print Name:

Position:

Signature:

Date:

Schedule B - Premises

The premises are those lands legally described as that portion of land, located at 1600 Abbot Street, Kelowna, BC as shown on the drawing below.

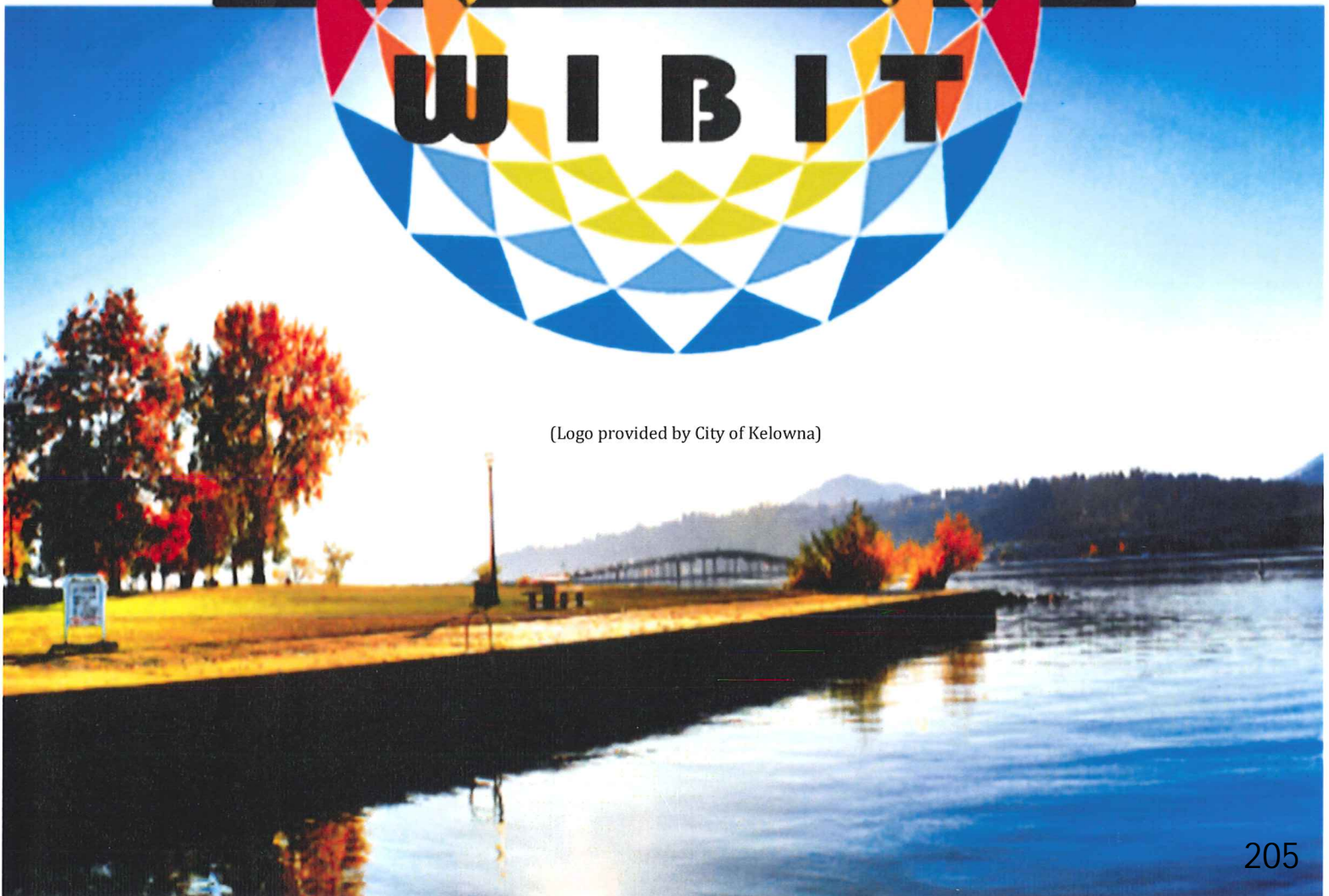




Wibit Sports Park – Kelowna Business Proposal



(Logo provided by City of Kelowna)



Business Proposal: Outline

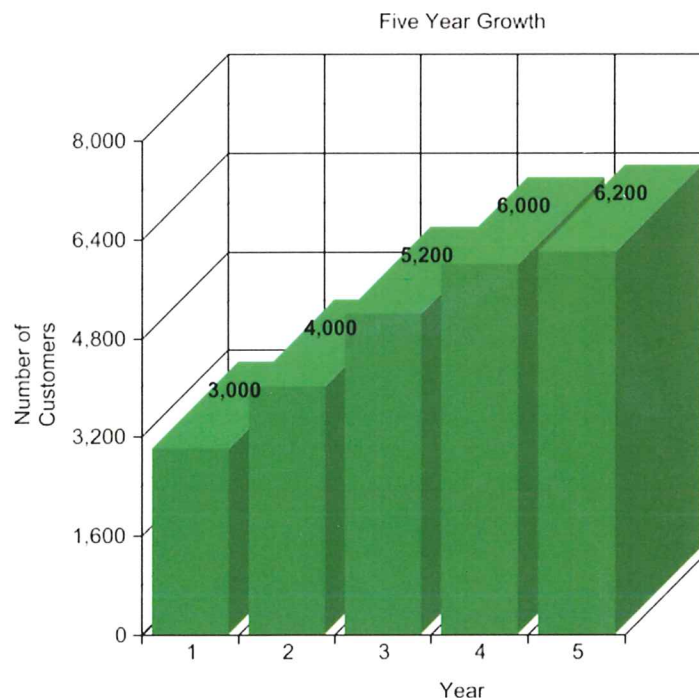
1.0 Executive Summary -----	page 1-3
1.1 Objective -----	page 2
1.2 Mission -----	page 3
2.0 Company Summary -----	page 3-5
3.0 Services -----	page 5
4.0 Community Benefits -----	page 6-7
4.1 Control of Community Impact -----	page 6
4.2 Control of Environmental Impact -----	page 6
4.3 Site Sustainability -----	page 7
5.0 Safety -----	page 7-8
6.0 Market Analysis Summary -----	page 8-9
7.0 Strategy and Implementation Summary -----	page 9-10
7.1 Competitive Edge -----	page 10
8.0 Financial Investment -----	page 10
8.1 Concession Bid -----	page 11
9.0 Attachments	
9.1 Wibit sports park Location	
9.2 Wibit sports park 60+ Combination Info	
9.3 Wibit anchoring recommendations	
9.4 A. Safety Rules,	
B. Lifeguard Recommendation	
C. Emergency Exit Plan	
9.5 A. Installation Manual	
B. Wibit Product Standards	
9.6 Why Wibit	



1.0 Executive Summary

Kelowna Wubit (name is subject to change) is a company devoted to providing a quality service focused on customer relations and physical activity, while keeping the highest regards for safety. The company is built on a foundation of passion and experience in the water sports industry. The Wubit Aquatic Sports Park provides KW the opportunity to give the community a unique service, which promotes fitness and tourism in a way that complements the city's vibrancy.

KW will provide the city of Kelowna with a great, sustainable, tourist attraction. Due to a wide range of versatility KW is not limited to a minuscule, tourism based, target marking. The city of Kelowna has a growing population of 117,000, which close to doubles during the summer season. This gives KW a large sustainable target market due of the ability to provide a wide range of unique activities for all ages.



Years:	Year 1	Year 2	Year 3	Year 4	Year 5
Number of Customers	3000	4000	5200	6000	6200



- Each year increasing by 30% in customer volume, up to year 4, shows a conservative estimate incorporating relative customer increase.
- KW's growth is not limited to one location, or British Columbia. When business expands it is likely to reach waterfront areas of equal or greater sustainability

Management of Kelowna Wibit include:

- Ryland Gallagher
- Randy Gallagher

Contact info:

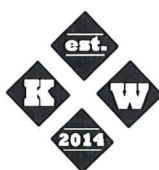
Okanagangwatersports@gmail.com
250 462 8770

1.10 Objectives

Kelowna Wibit's objective is to achieve customer satisfaction while providing service to approximately 6,000 customers per indicated season, after initial start up growth. KW is focused first and foremost on building business in Kelowna to its full potential; KW also plans to continue growth with Wibit affiliation in Penticton and Australia.

Financial goals:

- Achieve 25% margin payable on books first year
- Keep cost of operation below 40%
- Donate profit of one weekend to a local charity
- Minimum of 30% increase of revenue each year



1.2 Mission

Our mission is to make activities on the water affordable, accessible, and environmentally safe. With the Wibit Aqua Park equipment KW can assist customers to properly experience the Okanagan's greatest attraction; it's lakes.

2.0 Ability to Manage Activities

Kelowna Wibit is a new business title (name subject to change), however management has ownership and has been involvement in water sport companies such as:

- Summerland Boat Rentals Ltd (SBR) operating since 2006
- Penticton Boat Rentals (PBR) operating since 2011
www.pentictonboatrentals.com
- Osoyoos Water Sports (OWS) operating since 2011.
www.osoyooswatersports.com

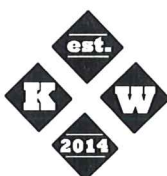
All companies have provided safe and enjoyable recreational opportunities on the water serving visitors and residents primarily in the southern communities of the Okanagan region of BC, Canada.

Previously building three successful water sport businesses gives Kelowna Wibit a significant advantage. Their experience demonstrates the ability to build a new sustainable business while maintaining great customer service, and safety on the water.

Kelowna Wibit staff will be qualified and trained to provide all safety and First Aid, they also ensure that the environment is treated with the utmost respect. To ensure quality and compliance with KW's strategic plan, their staff and supervisors are carefully selected.

Fundamentals of KW Operation

- Provide stimulus to local tourism and economic development
- Based on shared use of Water & Beach area
- Based on long-term sustainability
- KW is dedicated to provide a recreational activity that fits with the community needs providing the best experience possible, while maintaining safety.

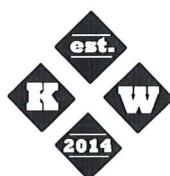


The Wibit Sports Park includes the following:

- Waterfront & Beach Site (refer to attachment 9.1)
- Season of operation: May 15 - September 15 (weather permitting)
- Hours of operation: **10:00 am - 8:00 pm** daily with flexibility to adjust opening and closing times.
- All participants are required to sign waivers & wear life jackets
- Life guards on duty during operational hours
- **24 hour security** staff on site
- All appropriate insurances and levels of insurance as defined by the City of Kelowna and/or otherwise to be arranged for by KW
- All applicable permits and licenses to be arranged for by KW
- Any procedures and regulations the City wished to incorporate, would be complied with
- The Aqua Park operation will create 12 – 16 student employment positions
- Wibit Sports Products, meet the highest standards of safety in the industry.
 - Please refer to attachment or www.wibitsports.com for additional information.
- All staff will be required to have a first aid certificate.
- An engineered anchoring system will be employed to ensure the Aqua Park is secure (refer to attachment 9.3)

Space Required: ‘60+ Sports Park Setup’

- The Aquatic Sport Park will require a depth of 4 - 9 feet – The Park surface area is 100’ X 130’ft or 30x40m (refer to attachment 9.1)
- No City Services are required
- Space for Retail & Trailer 24’ X 8’ for **first aid**, all activity night storage
- An area on the beach for conducting registration, orientation & life jacket disbursal.



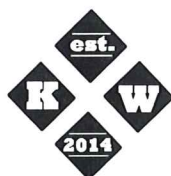
Daily operation logistics:

- Hours of operation **10:00 am – 8:00 pm**
- A minimum of two trained lifeguard will be on the park for all hours of operation
- All participants will be required to sign a liability release form prior to entering the park
- Children under the age of 18 must have consent from a legal guardian
- Children under the age of 10 must have supervision by an adult who is required to be in the park at all times
- All participants will be required to wear a properly fitted life jacket
- All life jackets will be issued with a Velcro crest indicating the time at which the customer must return to shore; issued times will be labeled in half an hour increments
- Tickets will be issued at \$25 CAD for a one day pass with a maximum time of 2 hours spent on the park before taking a break on shore (maximum time is subject to change depending on customer volume)
- After hours of operation the park will be accompanied by trained security to prevent trespassing and vandalism

3.0 Services

Services will include:

- Access to Kelowna Sports Park's equipment through ticket purchase
- Scheduled team functions/ team building events
- Trained life guard during park hours
- Interactive physical activity promoting healthy living
- Beach area cleaning of leased concession and surrounding area
- 24 hour security
- Emergency services personal presenting a badge are given free entry
- Scheduled local charity fund raising through ticket sales and donations



4.0 Community Benefits

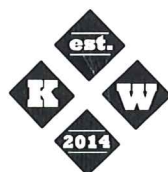
The Wubit aquatic sports park provides locals and tourist with an activity rich in physical interaction. Because of the aqua park's wide range of capabilities we will be able to provide friendly, competitive activities along with organized team building events. Kelowna Aqua Park also plans to fund raise for a selected local charity through ticket sales and donations of one scheduled weekend.

4.1 Control of Community Impact

The Wubit sports and events will primarily take place in the water diverting any volume of customers off of the public beach and into the parks marked off swimming area. The following outlined areas provide protection of amenities to existing residents while facilitating our customers. The aqua park will be installed at the beginning of the pre-determined season and removed once it is over. Life jackets will be mandatory with participation in the park area. Tickets will be issued with limitations of two hours before returning to shore. Because the aqua park is physically demanding customers will be limited to the amount of time consecutively spent on the aqua park. These guidelines allow us to achieve maximum safety while sustaining a constant rotation of customers. The Aqua Park will have a staff of trained lifeguards who will be provided all safety equipment necessary. After hours of operation the aqua park will be accompanied by 24-hour security.

4.2 Control of Environment Impact

There is no negative environmental impact caused to local wildlife or their environment from the Wubit Aqua Park. Permanent components of Wubit Aqua Parks consist of the engineered anchoring systems. KW does acknowledge the sand re-nourishment program and is able to remove the anchoring system when needed.



4.3 Site Suitability

This proposal provides for a new, additional, attraction on the waterfront, to promote tourism and economic benefit to the community.

It supports the City's Vision of vibrancy and the strategic priority of waterfront enhancement.

This long-term sustainable visitor and resident attraction provides affordable, healthy, family fun and promotes active living.

5.0 Safety

Kelowna Wubit will be under lifeguard supervision during all hours of operation. Outside of operating hours the sports park will be accompanied by hired security. Kelowna Wubit will also provide free water to staff and customers to prevent dehydration.

The Wubit sports park will be inspected twice each day. Safety checks will involve equipment over-view and security of anchoring.

The Wubit sports park will make all necessary safety rules and regulations visible and known to customers (refer to attachment 9.4-A). Emergency evacuation and emergency transport procedures will also be clearly explained to all participants (refer to attachment 9.1 for emergency transports)(refer to attachment 9.1 and 9.4-C for emergency evacuation)

Lifeguards will be equipped with:

- Rescue tube or buoy
- Two-way radio
- Paddle board
- Binoculars
- Sun protection
- Mask, Fins, Snorkel
- Standard first aid kit



Standard First Aid Kit Level 1 Contents:

- 24 14 cm x 19 cm wound cleaning towelettes, individually packaged
- 60 hand cleansing towelettes, individually packaged
- 100 sterile adhesive dressings, assorted sizes, individually packaged
- 12 10 cm x 10 cm sterile gauze dressings, individually packaged
- 4 10 cm x 16.5 cm sterile pressure dressings with crepe ties
- 2 7.5 cm x 4.5 m crepe roller bandages
- 1 2.5 cm x 4.5 m adhesive tape
- 4 20 cm x 25 cm sterile abdominal dressings, individually packaged
- 6 cotton triangular bandages, minimum length of base 1.25 m
- 16 safety pins
- 1 14 cm stainless steel bandage scissors or universal scissors
- 1 11.5 cm stainless steel sliver forceps
- 12 cotton tip applicators
- 1 pocket mask with oxygen inlet + secondary face shield
- 6 pairs of medical gloves
- first aid records, pen & pencil
- 3 blankets

Insurance:

Upon receiving the Kelowna north-end city park lease, Kelowna Wibit will comply with all City of Kelowna insurance requirements of 'Schedule B' in the Non-Motorized Water Activity Bid Package.

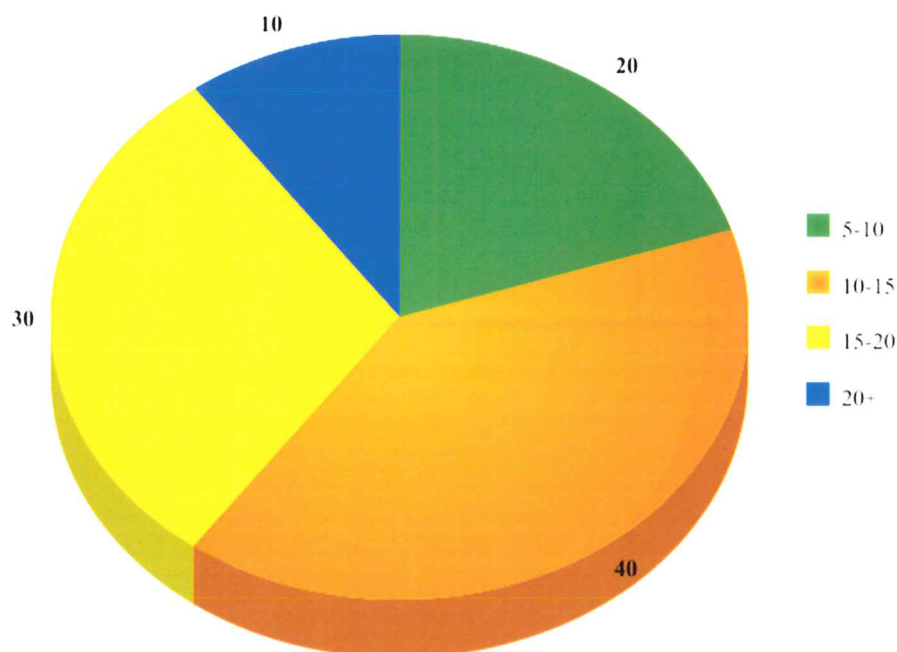
6.0 Marketing Analysis Summary

Kelowna offers a diverse market of locals and tourist of all ages. With over 4,400 hotel rooms to accommodate tourist, it is estimated that Kelowna's population of 117,000 nearly doubles during the summer months. KW's primary target markets are young families and teens. KW will reach these target markets through:

- Cross marketing – working with existing companies in the community to co-promote.
- Cross media marketing - primarily marketing with established travel sites, social media, and emailing previous customer base.
- Promotional marketing – KW will be very active in marketing to local schools along with sports clubs, and summer camps



Market Analysis (age group) by percentage



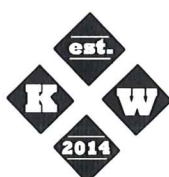
Age group:	5-10	10-15	15-20	20+
Percentage (%)	20	40	30	10

KW target market will be primarily ages 10-15, however there is still a large market in young families, which incorporate age groups 5-10 and 20+

7.0 Strategy and Implementation Summary

Kelowna Wubit is focused on accommodating locals and tourist to the city of Kelowna with the waterfront enhancement of water sports equipment, including un motorized water activities such as:

- Wubit Sports Park 60+



7.1 Competitive Edge

Involvement in Summerland Boat Rentals, Penticton Boat Rentals, and Osoyoos Water Sports gives KW an advantage by already having a loyal consumer base, which will extend to and continue with the Wibit Sports Park. This gives Kelowna Wibit management, collectively, 16 years of experience through operating 3 businesses in the water sports industry located in the Okanagan region. However, it is a lifetime of experience having fun on the water that makes KW want to provide the same opportunity for the community and its visitors.

The Wibit sports park gives KW the opportunity to provide an activity for young kid and their families to share our love for the water.

Summary:

- Combined 16 years experience in the water sports industry
- Experience in starting and operating successful seasonal water sport business
- Local knowledge and business relationships
- Established business relationship with Wibit Canada (Aquam distributors)
- Established quality product line

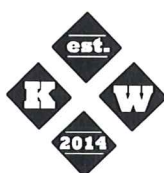
8.0 Financial Investment

Wibit Sports Equipment:

- Sports Park 60+ - \$79,995.00 (USD) (May 5th exchange rate 0.911571) \$87,698.52 (CAD)
- Shipping and handling - \$1,000
- 5% GST tax - \$4,384.93
- Anchoring system - \$6,000
- Cargo trailer - \$10,000

Safety Equipment:

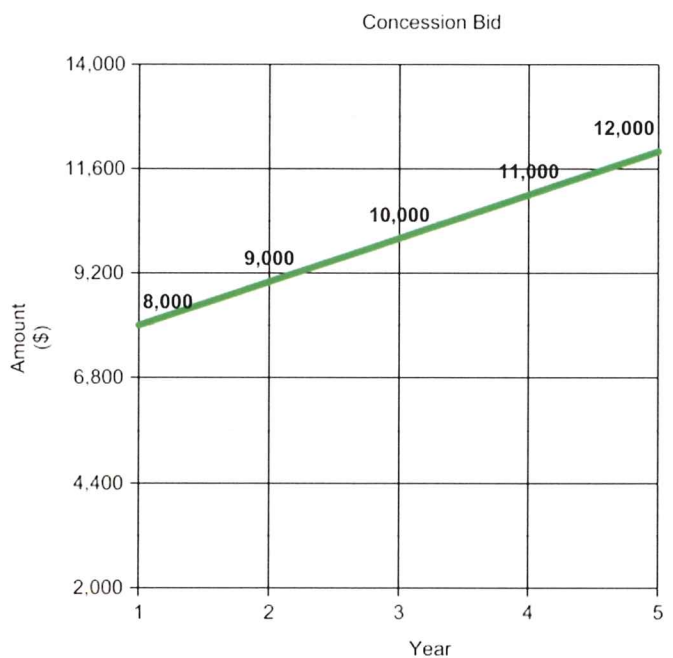
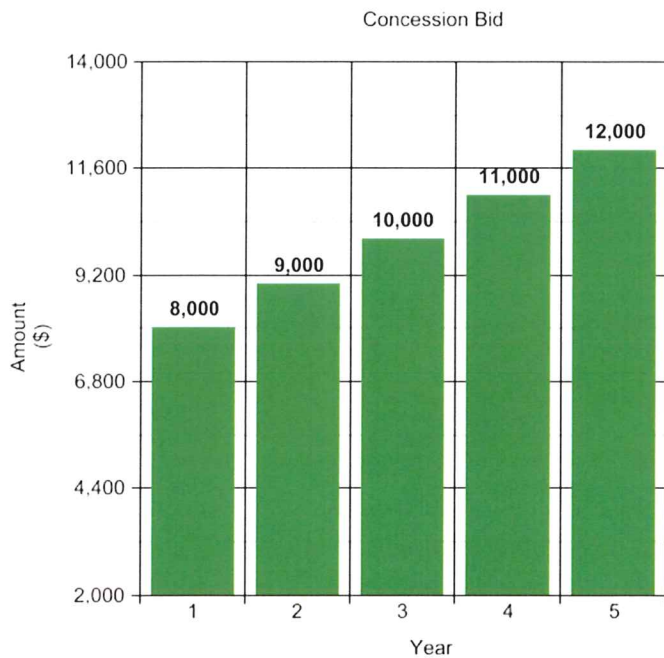
- Paddle board - \$1,000
- Life jackets - \$5,000
- First aid with defibrillator - \$1,500
- Radios - \$300
- Mask, snorkel, fins - \$100
- Marketing - \$10,000



- Insurance - \$7,000
- Miscellaneous expenses - \$6,000

Estimated Total:

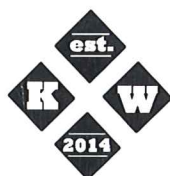
- **\$139,983.45 CAD** (bid not included)

8.1 Concession Bid

Year	1	2	3	4	5
Amount (\$)	8,000	9,000	10,000	11,000	12,000

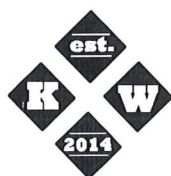
Year	1-2	2-3	3-4	4-5
Percent increase (%)	12.5	11	10	9

Year	1-2	2-3	3-4	4-5
Amount increase (\$)	1,000	1,000	1,000	1,000



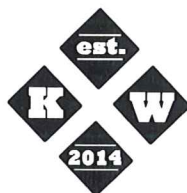
Bid Structure:

Structuring the bid of 'Kelowna Park North End Non- Motorized Water Activity Concession' with increasing increments of one thousand dollars retains simplicity and allows KW's customer base to mature before reaching a twelve thousand dollar cap. This creates a five year total of **\$50,000** with a yearly average lease rate of **\$10,000** plus applicable taxes.



References:

- 2014 W i bit booklet provided by 'Aquam'
- www.wibitsports.com - Logo, product information
- www.kelowna.ca - City logo, bidding information
- www.bcfirstaid.ca - Safety, first aid
- www.nes.ed.gov - Five-Year Growth, Market Analysis, Concession bid graphs



Attachment 9.1

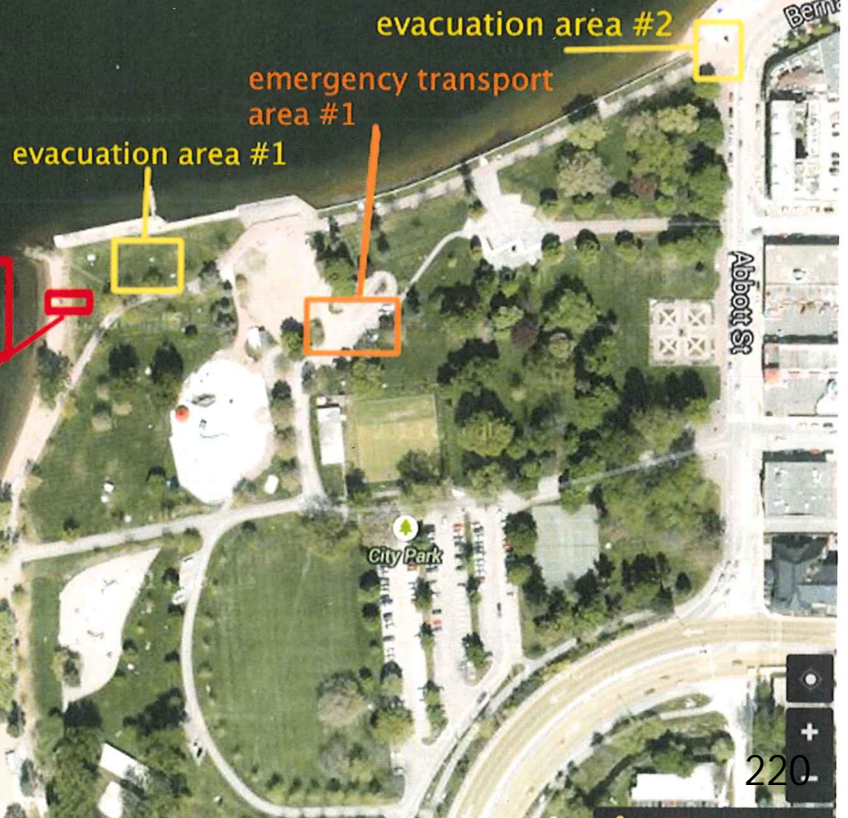
Tickets will be sold in the ~~Wibit Sports Park~~
Dimensions: L. 9.0 x W. 6.8 x H. 8.0 ft.



Red – Outlined area of Wibit Sports Park & ticket sales area
Yellow – Outlined emergency evacuation meeting areas
Orange – Outlined emergency transport area, if inaccessible emergency transport will be at the closed main street located at evacuation area #2

Park Size:
100' x 130' ft
30 x 40 m

Beach Vendor:
adjustable to
city preference



9.2



the evolution of waterplay



Sports Park 60+

Combination Info

Company name

Contact person

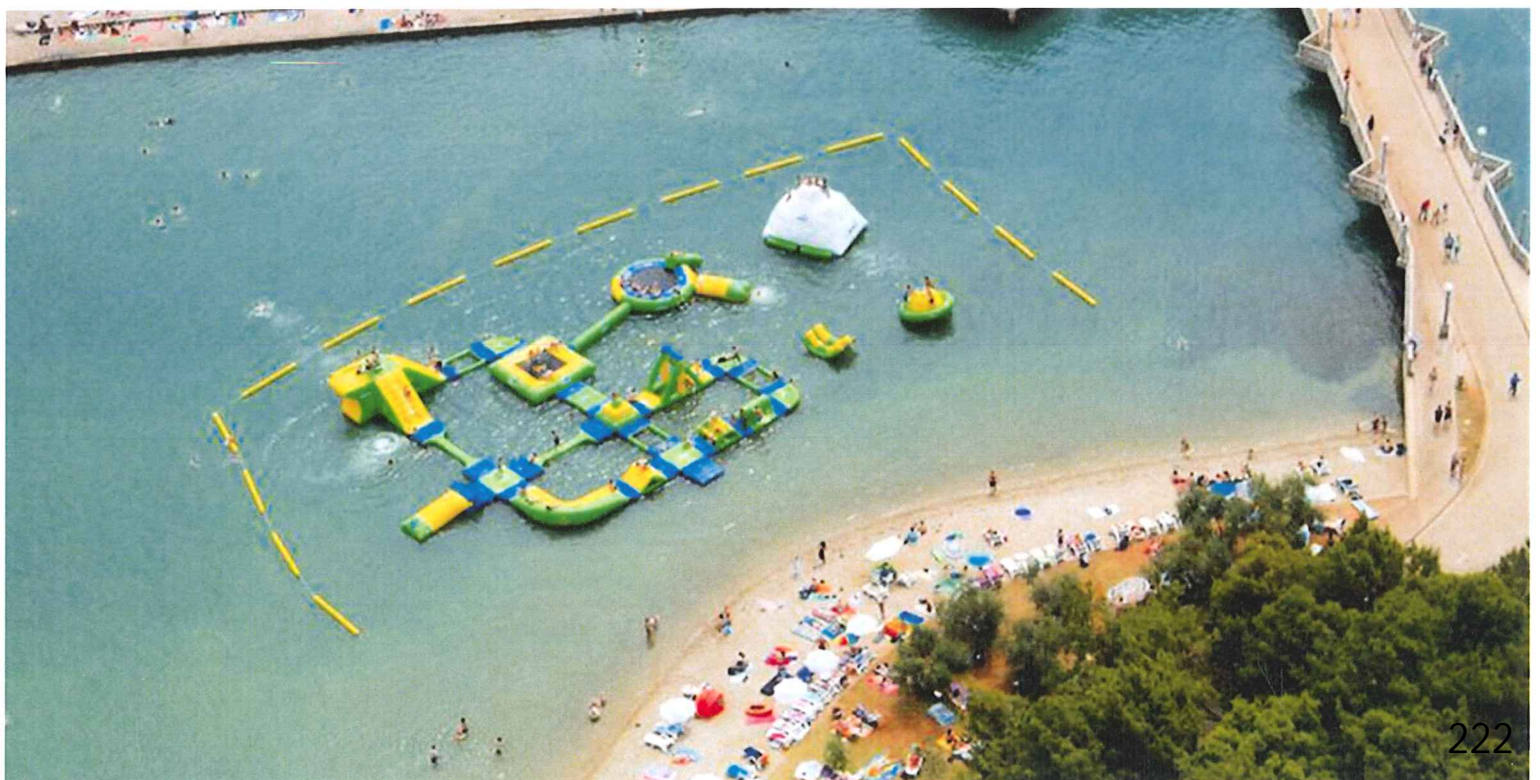
Street, nr.

City, ZIP Code

Country

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Wibit – Sports Park 60+ (refer to attachment 9.2 for full equipment list)





wibit™

the evolution of waterplay

Sports Park 60+

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Combination_Info_SP60+_1

Combination information

The Sports Park 60+ consists of:



1x Action Tower XXL



2x Balance Beam



1x Base



1x Bouncer XXL



1x Bridge



1x Cliff



1x Curve



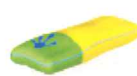
1x Deck



1x Double Rocker



1x Flip



1x Flipper



1x IceTower XXL



2x Junction



3x Pond



1x Ramp



1x Roller



18x Safety Buoy



3x SideKick



1x Slider



1x Slide



1x Spinner



1x Swing



1x Trampoline

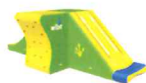


the evolution of waterplay

Wibit Products



Action Tower XL



Action Tower XXL



Balance Beam



Base



Beach Tent



Billboard



Bouncer XL



Bouncer XXL



Bridge



Cliff



Climber



Curve



Deck



Double Rocker



Flip



Flipper



High Jump



Hurdle



IceTower XL



IceTower XXL



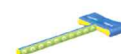
Junction



Kayak Goal



Kayak



Long Jump



Mini Spinner



Oval



Podium



Polo Goal



Pond



Ramp



Rocker



Roller



Safety Buoy



SideKick



Sled



Slide



Slider



Slope



Spinner



Splasher



Swing



Target Cube



Trampoline



Volley



Wibit Hand



Wiggle Bridge

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Certificate_of_conformity_1

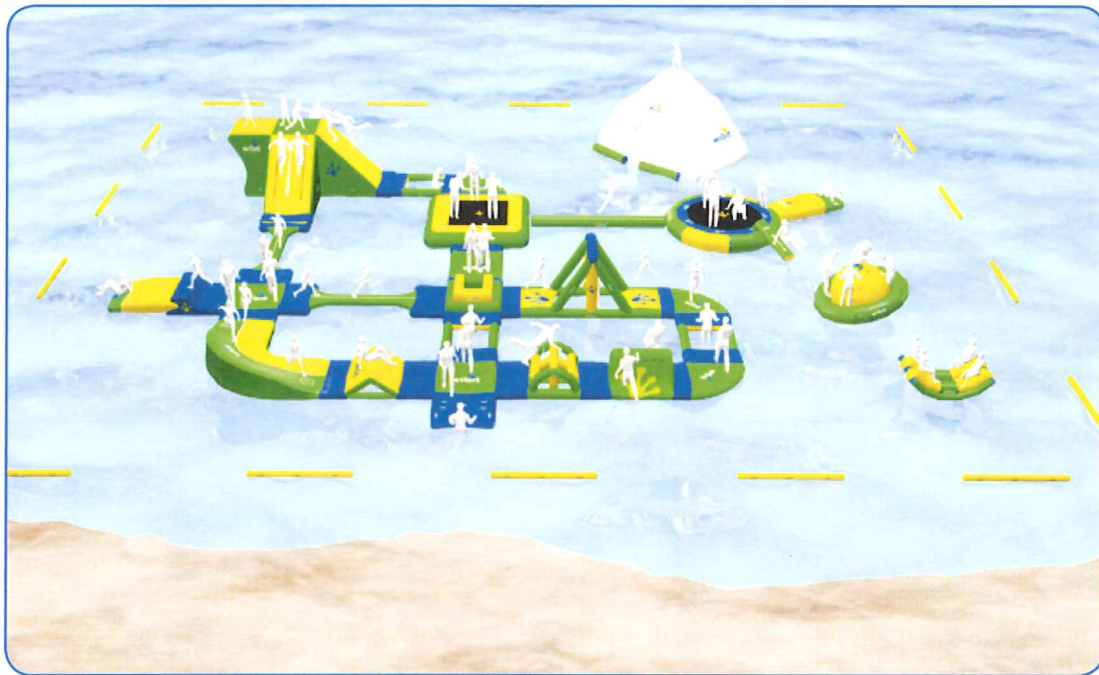
Combination information

The Sports Park 60+ can best be used for:

						
open water	commercial pool	deep water	shallow water	games	events	free play
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Persons per combination:

							
60	40	30	20	15	12	10	8
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>



Technical info:

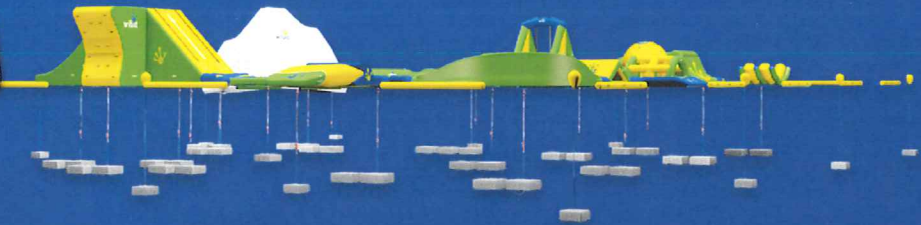
Item No.	Shipping Info L x W x H	Gross Weight kg / lbs	Net Weight kg / lbs	Dimensions L x W x H	Min. Water Depth	Electric Pump	Hand Pump	Inflation Time	Anchor Bungee
31010	-	2163kg / 4764lbs	1946kg / 4290lbs	40,0 x 32,0 x 4,3m 131,2 x 105,0 x 14,1ft	3,0m / 9,8ft	7	10	-	23

9.3



the evolution of waterplay

The installation consists
of two main steps
anchoring and product set-up.



Installation

Open Water - detailed

You have made the right decision on purchasing a Wibit Sports Park!

This document guides you through the most important steps that you need to consider when setting up a Wibit Sports Park yourself.

Wibit will gladly assist with any further operational information or materials you will need for the Sports Park.

Note: These are general instructions recommended by Wibit!
Please study your location carefully to be aware of any special needs!

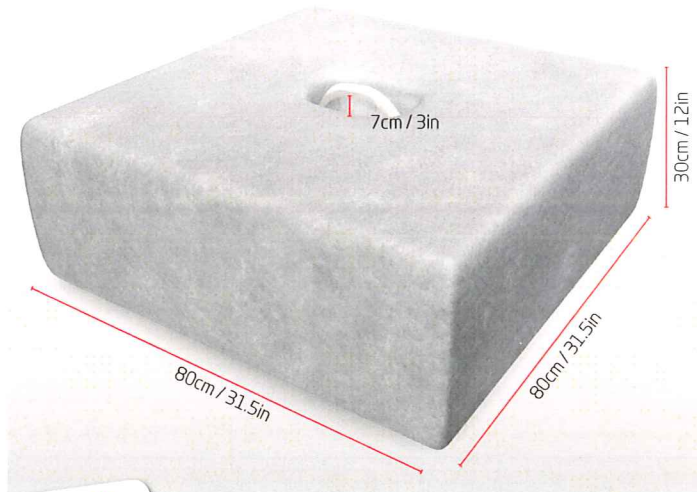
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Anchors


Your number one priority is the anchors! Either purchase these from a local company or build them yourself. Ask your local marina for advice.

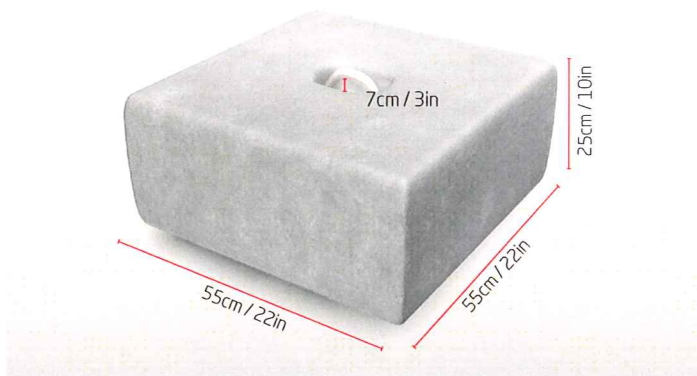
Wibit recommends using two different sized concrete anchors depending on the specific product.

Type A 

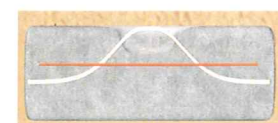
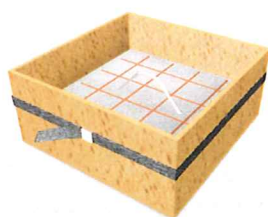
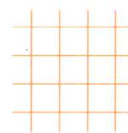


possible concrete
type H200, 12 gravel

Type B 



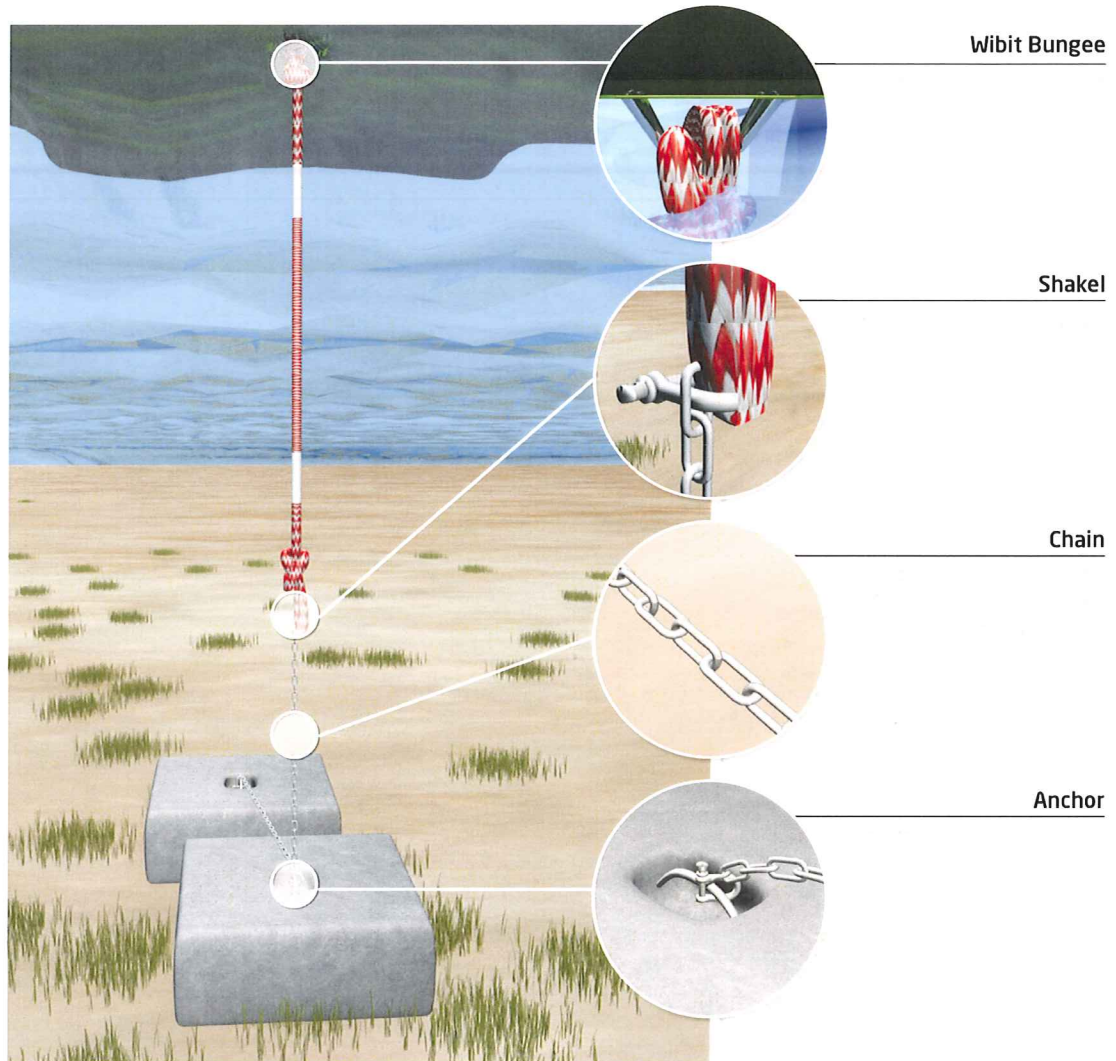
Steel rebar and bar



Calculate chain length

Wibit recommends using a hot galvanized long link chain to connect the bungee to the anchors. Use of chain as opposed to rope provides a long lasting anchoring method that securely holds the park in position. Should the water depth however be $> 10\text{m} / 32.8\text{ft}$ then revert to use rope as chain will be too heavy!

Wibit Bungees ($2\text{m} / 6.6\text{ft}$) are included with many Wibit products (see [Wibit Specs](#))!



$$\text{Water depth} - \text{Bungee} = \text{Chain length}$$

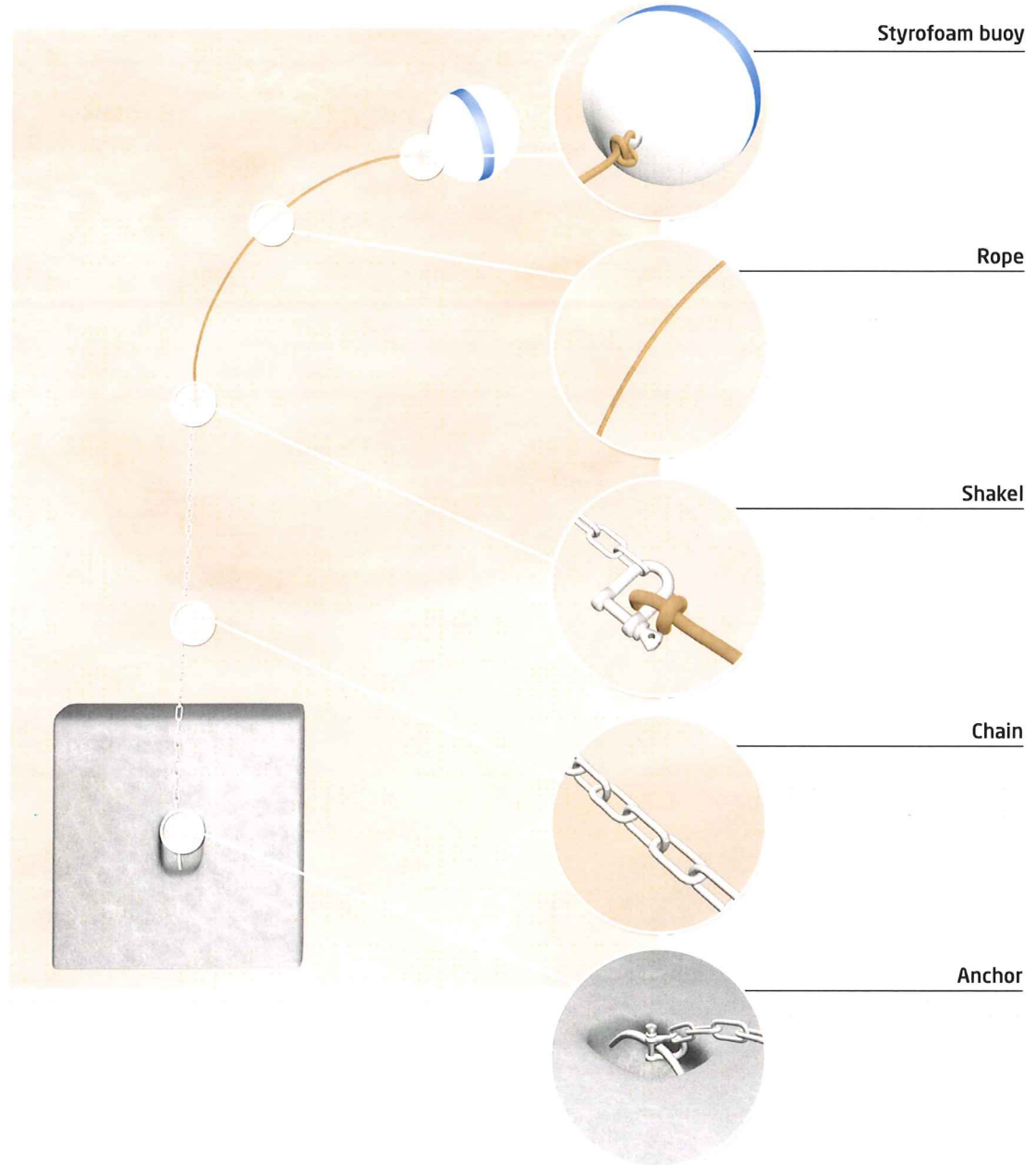
Note: If there are waves in your location, please use the bottom formula!



Example:
 $4\text{m} + 1\text{m} - 2\text{m} = 3\text{m} /$
 $13\text{ft} + 3\text{ft} - 6.6\text{ft} = 9.4\text{ft}$

$$\text{Water depth} + \text{wave height} - \text{Bungee} = \text{Chain length}$$

Chain connected to styrofoam buoy



Positioning the anchors

There are several ways of bringing the anchors into the water. The best solution depends on the location. You can ask your local fire brigade or port officials for assistance!

Note: place the anchors
in a minimum of
approx. 1.2m / 3.9ft



Wheel loader



Barge



Digger

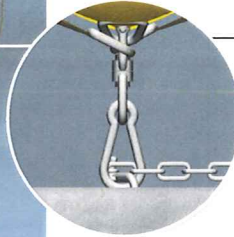
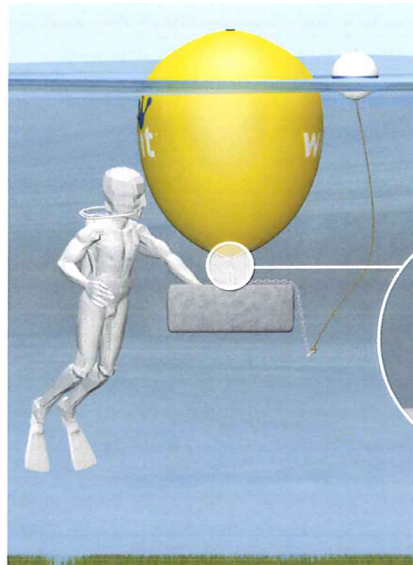


Truck

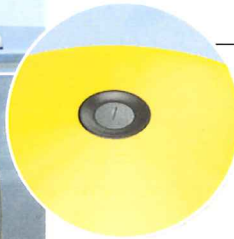
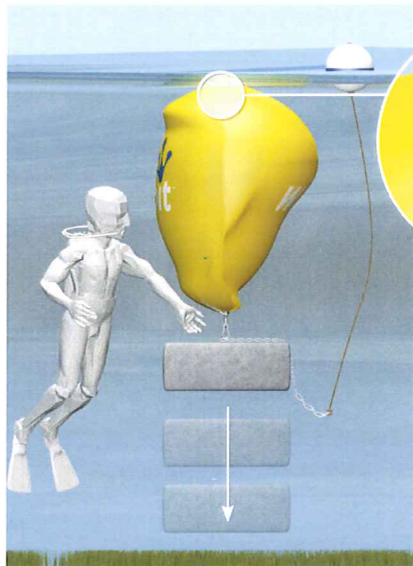
Positioning the anchors

Once the anchors are in the water - in a depth of at least 1,2m / 3.9ft - they can be moved into the exact position using a Wibit Lifting bag.

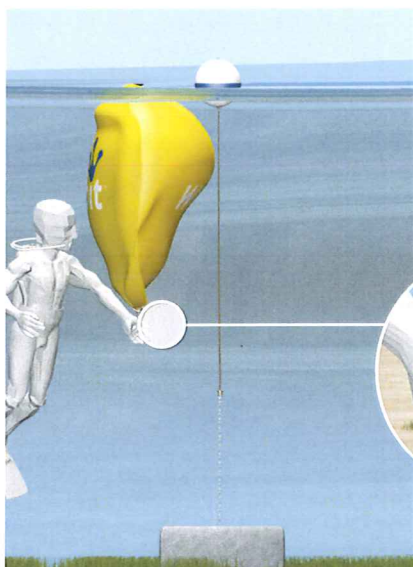
Exact specifications on the anchor weights and the positions for your combination are listed in the separate Installation manual provided.



Carabiner



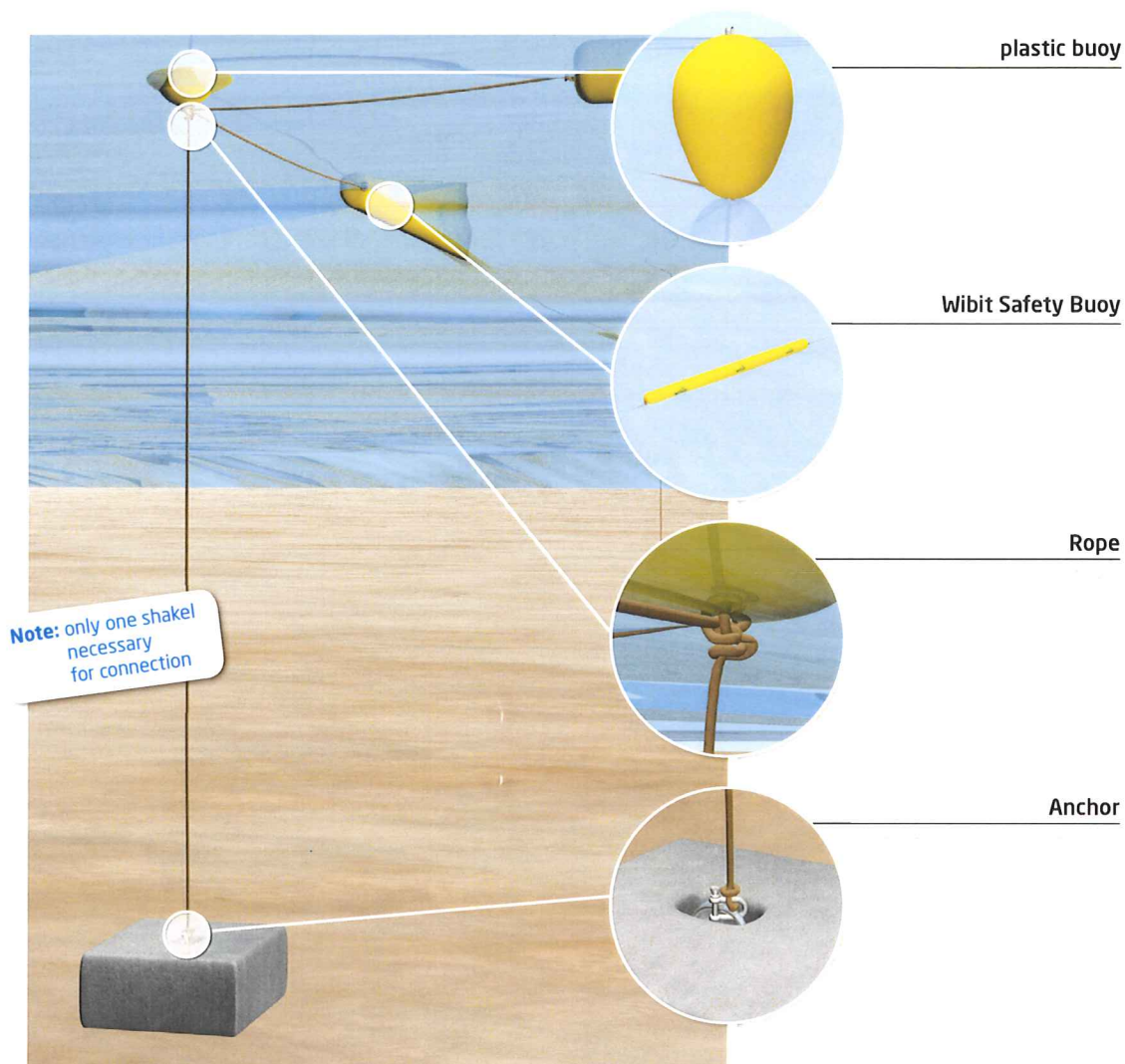
Valve



Wibit Lifting bag with carabiner

Plastic buoy

The plastic buoy is attached with rope to the corresponding anchor and remains in the water. These help to keep the Wibit Safety Buoys in a straight line.



*Water depth = **Rope length***
or

*Water depth + wave height = **Rope length***

*calculate how many / much you need and simply order from Wubit.

Ensure you have all of the Wibit products and equipment needed at the location.

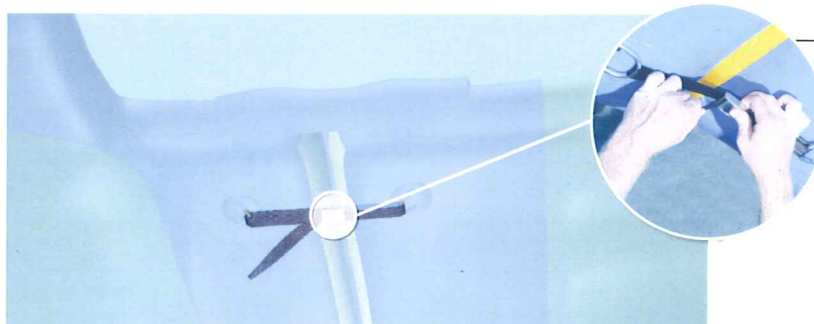
1. Unpack the products. Exact instructions as to which order to set-up the products can be found in the *Installation manual*.
2. Inflate according to the *Product manual*.

Note: the correct pressure is additionally found next to the valve of each product.

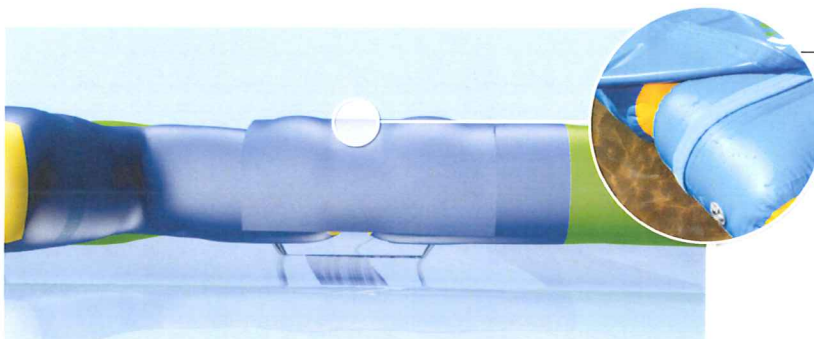


Electric pump

3. Connect the products using the connector straps and safety flaps in the water.

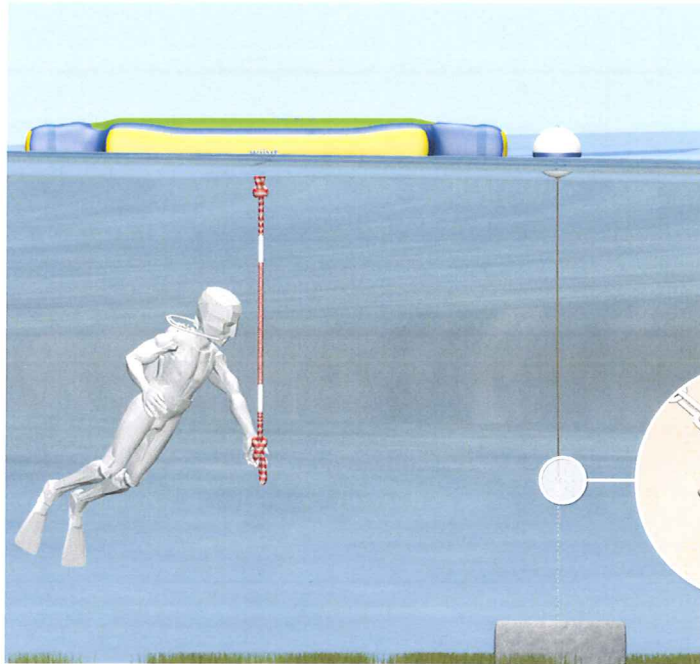


Connector strap

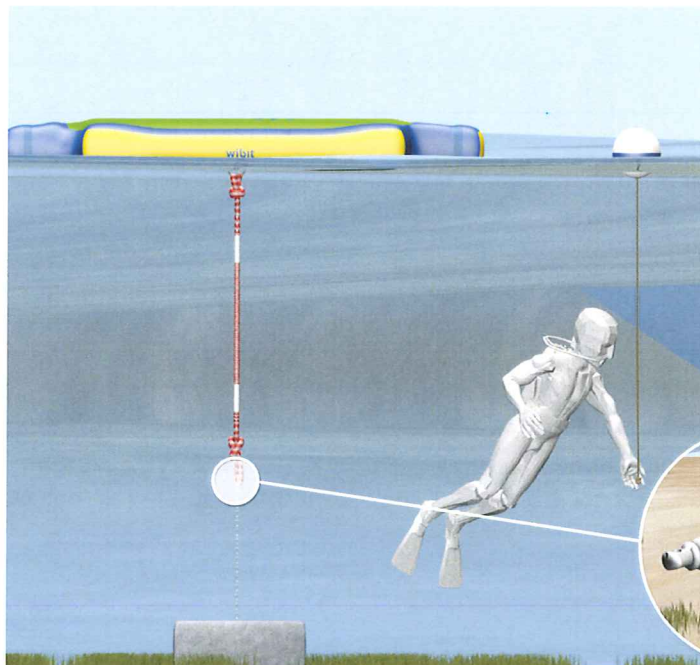


Wibit Safety flap

4. Remove the styrofoam buoy and rope marking the positioning anchors and replace them with the bungee of the specific product.



Shakel














Shakel

Product set-up checklist

✓	Amount	Needed	Comments
	-	products at the beach	
		electricity and cable drum	(multiple plugs) min 3KW
		small motor boat and driver / jet ski	for positioning of products - if possible
		tool box, cutter knife, measuring tape, lighter, tape	
	4	set-up helpers	unloading, unpacking, inflating, bringing the products to the water, etc.
	1	tarp	for inflation

NOTES:

TO ENSURE YOUR SAFETY IN THE WIBIT SPORTS PARK, PLEASE RESPECT THE FOLLOWING RULES:

-  ***Only use during the official opening hours!***
-  ***Only use in the presence of a life guard!***
-  ***Do not use in darkness or when there is lightning!***
-  ***Remove watches, jewelry, keys or other sharp objects before using Wibit!***
-  ***Use of a lifejacket is recommended!***
-  ***No smoking, drinking or eating in the Wibit Sports Park!***
-  ***Do not use the Wibit Sports Park while under the influence of alcohol, medication or drugs!***
-  ***Do not swim or dive underneath the Wibit products!***
-  ***Always slide with your feet first and move out of the landing area immediately!***
-  ***Do not jump from the Wibit Trampoline, Action Tower XXL etc. onto other objects!***
-  ***Use the products responsibly to ensure you don't injure yourself or others!***

THE OPERATOR CAN NOT BE HELD RESPONSIBLE FOR ANY ACCIDENTS THAT OCCUR DUE TO UNPROPER USE OF THE WIBIT PARK OR BY NOT FOLLOWING THE SAFETY RULES ABOVE.

SAFETY RULES

To ensure your SAFETY in the Wibit Sports Park, PLEASE respect the following RULES:

- Only use during the official opening hours!
- Only use in the presence of a lifeguard!
- Do not use in darkness or when there is lightning!
- Do not jump from the Wibit Trampoline, Action Tower XXL etc. onto other objects!
- Use the products responsibly to ensure you don't injure yourself or others!



Make sure there are no people or objects in the water before jumping from any area of the park!



Do not dive underneath product!



No access to under 6 years old or people who cannot swim!



Always slide with your feet first and move out of the landing area immediately!



You cannot access the park with any game object from outside the facility!



You cannot access the park with any type of food or drink from outside the facility!



You cannot access the park having consumed alcohol!



No smoking within the park!



You cannot access the park having consumed any drug!



For safety reasons do not access if you are pregnant!



Remove watches, jewelry, keys or other sharp objects before using Wibit!



The park is not responsible for any personal items from users inside or outside the premises of the park!



You cannot access the park without registration in the gatehouse!



No access to people having a height less than 1.10 m!



Swimmers only!



The lifeguard may expel people who endanger their own safety or that of others from the park!

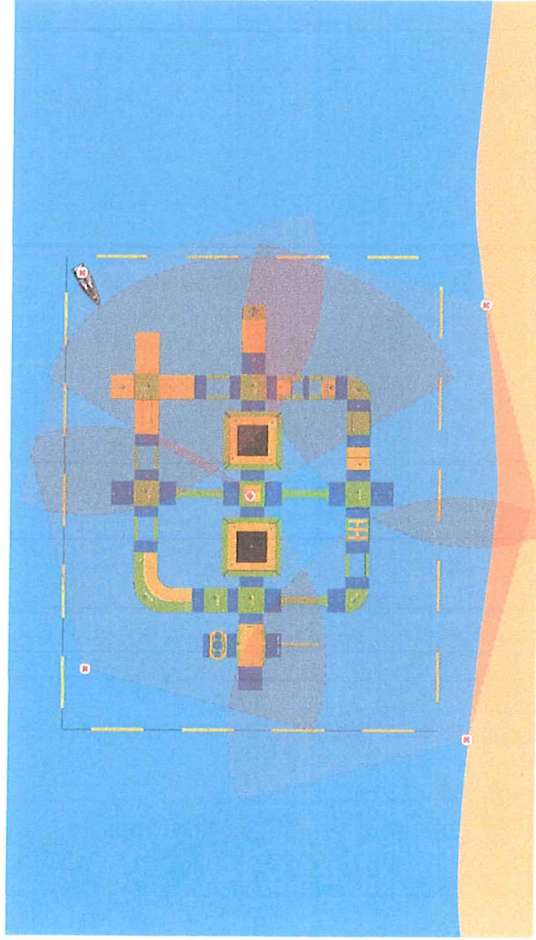


Use of lifejacket is mandatory!



We recommend the use of sun cream throughout playtime!

The number of lifeguards required



The number of lifeguards required

Will depend on the conditions of each installation, distance from the shore, visibility, and number of users in the Sports Park at the same time.

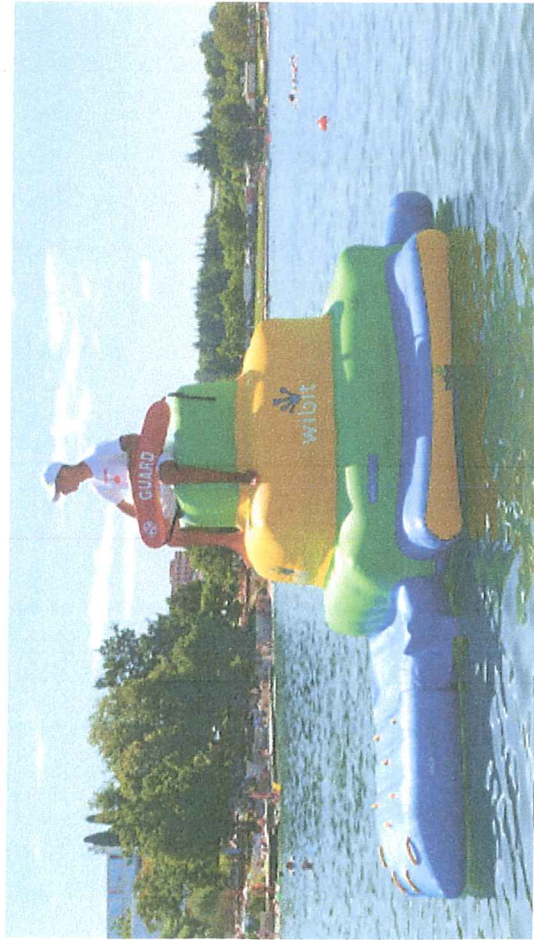
The reaction time by the guards and ability to control the whole area of the Sports Park (including surroundings of the park or secondary area) is important.

If the park is located far away from the shore, it may be necessary to have a rescue boat/jet ski or whatever the SOS plan would consider necessary.

We recommend:

- ▶ A Wibit combination less than a Sports Park 40 (40 persons):
1 life guard (in the Sports Park) and 1 person guarding from the shore
- ▶ Sports Park more than 40 persons:
2 life guards in the Sports Park and 1 person guarding from the shore
- ▶ Sports Park 60 (60 persons):
2 life guards, guarding in the Park and 2 persons guarding from the shore

For further Sports Park sizes, please discuss directly with Wibit the number of lifeguards required

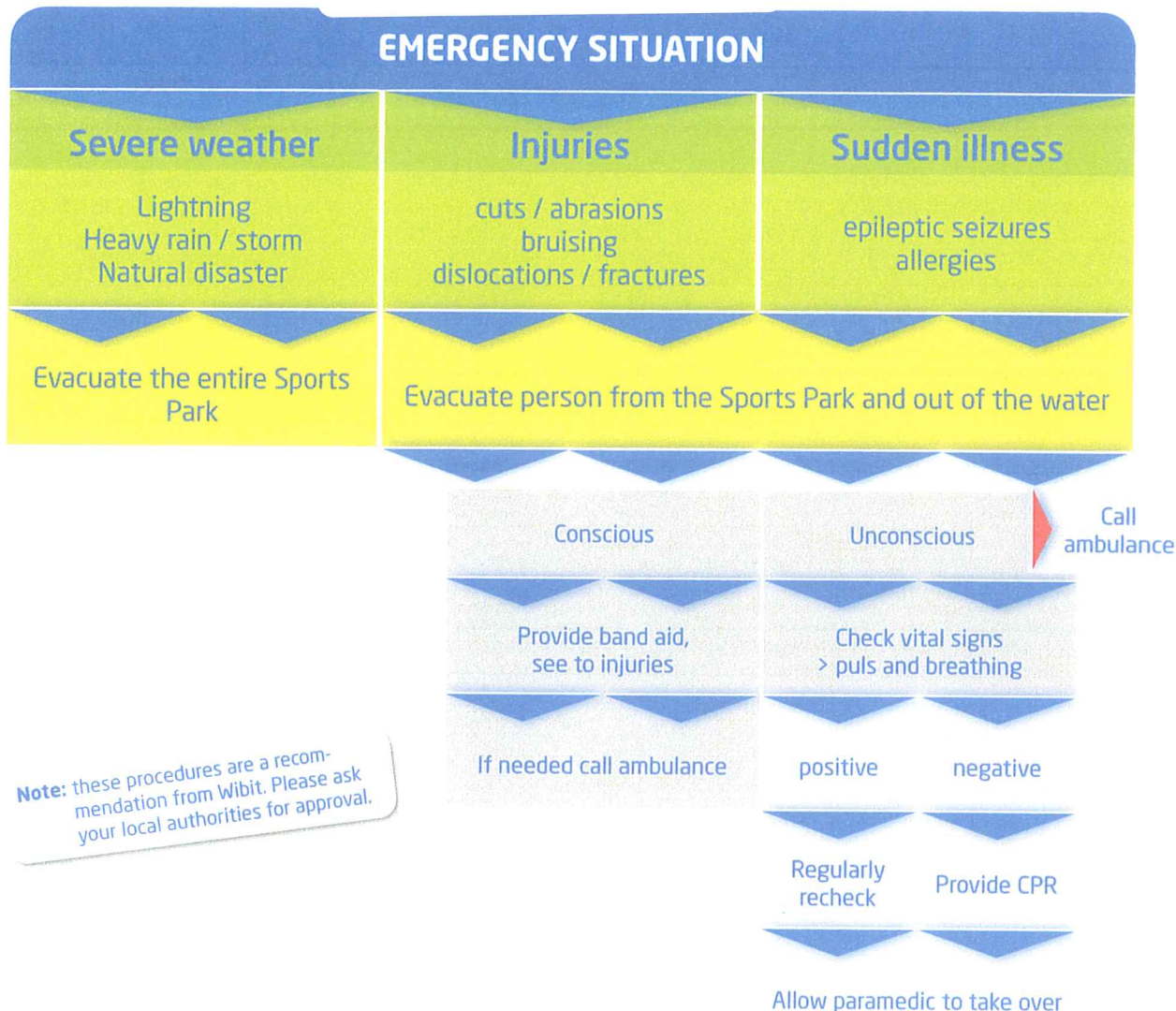


9.4-B

Prevention is the best d
Enforcing the Safety Rule

9.4-C

in the best Emergency Plan.

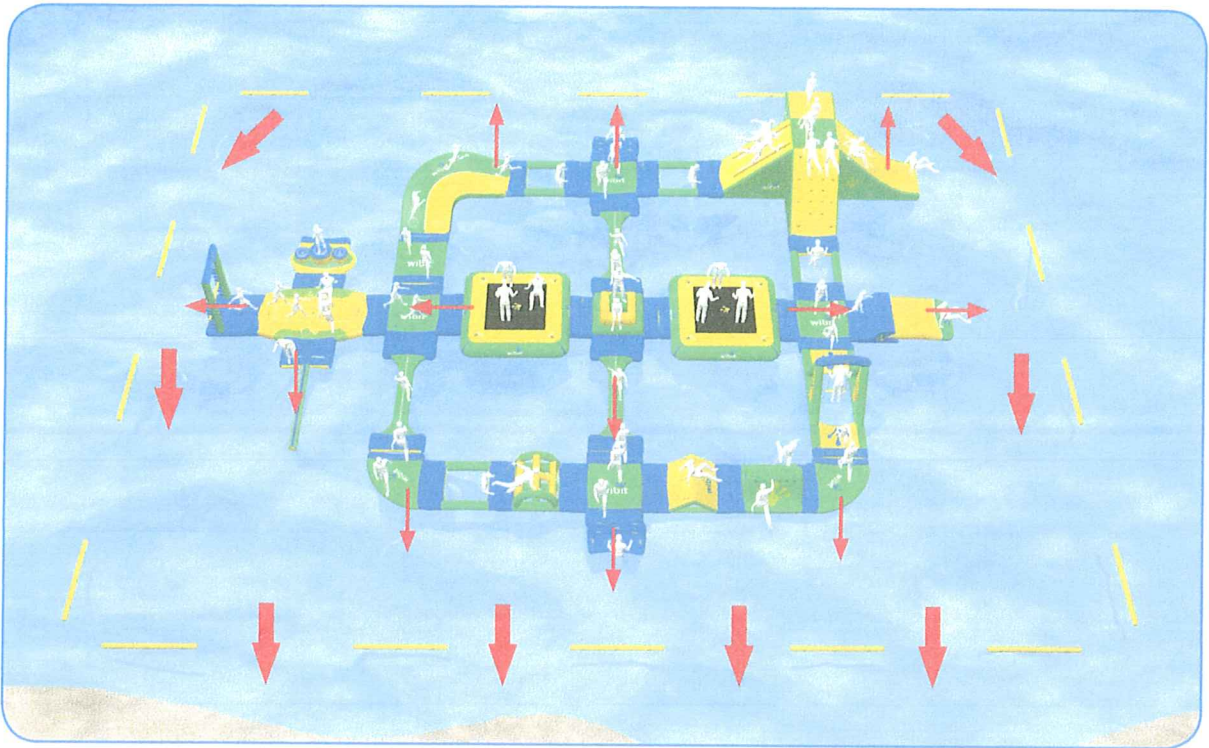


REMEMBER:

- Identify roles and responsibilities in the case of emergency to all lifeguard staff.
- While lifeguards are attending to an emergency the Sports Park should continue to be observed as long as there are still users in the Sports Park.
- The phone and number to call for help from your local hospital, ambulance, or police station should always be in an accessible place known by all lifeguards.
- Equipment (first aid, etc.) should be easily accessible at all times during operation of the Sports Park.

Practice your plan - to work effectively when an emergency does occur, the Emergency Plan must be practiced regularly for everyone to truly be ready to respond. Ask your local emergency personnel to help you rehearse emergency plans.

In the case of an emergency:



→ = First follow

→ = Then follow

Always use the quickest exist to the OUTSIDE of the Sports Park and swim to shore.

9.5-A



the evolution of waterplay



Sports Park 60+

Installation manual

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Sports Park 60+

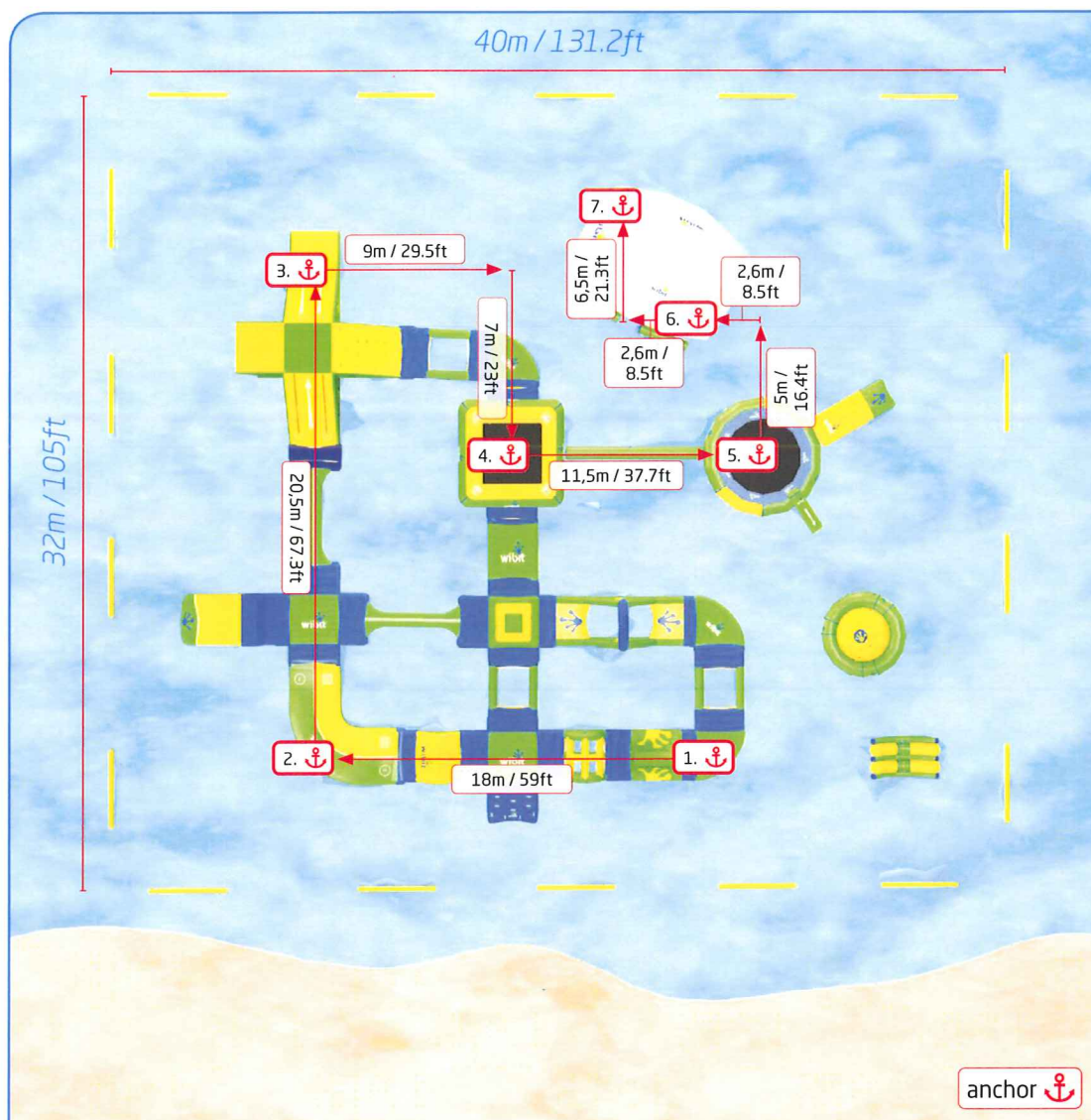
the evolution of waterplay

wibit™

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Installation_manual_SP60+-3

Order and distance of positioning anchor

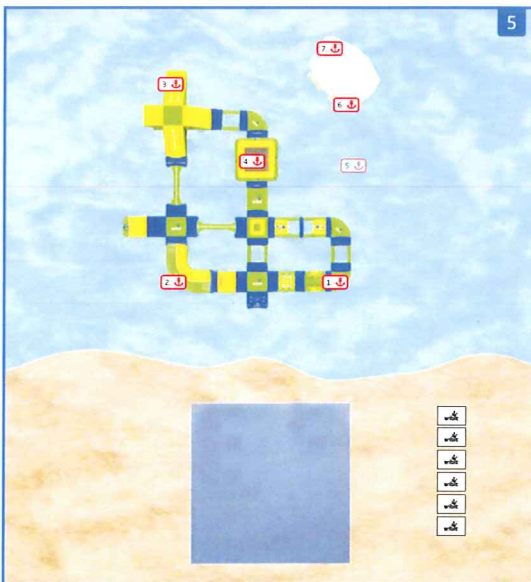
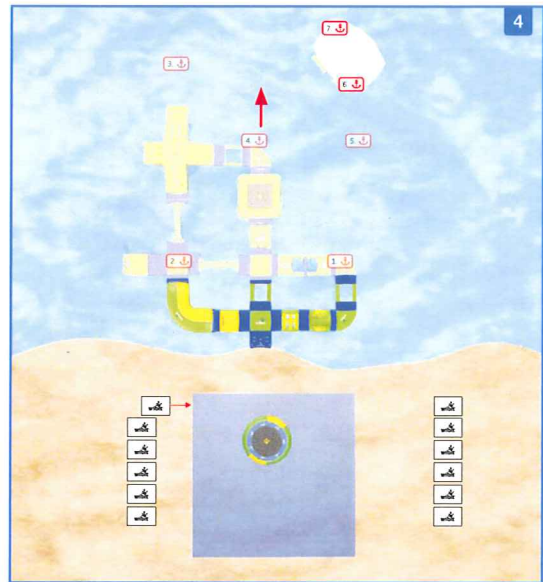
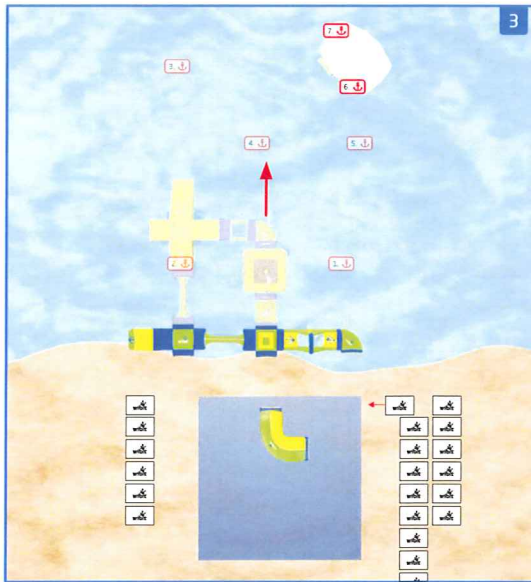
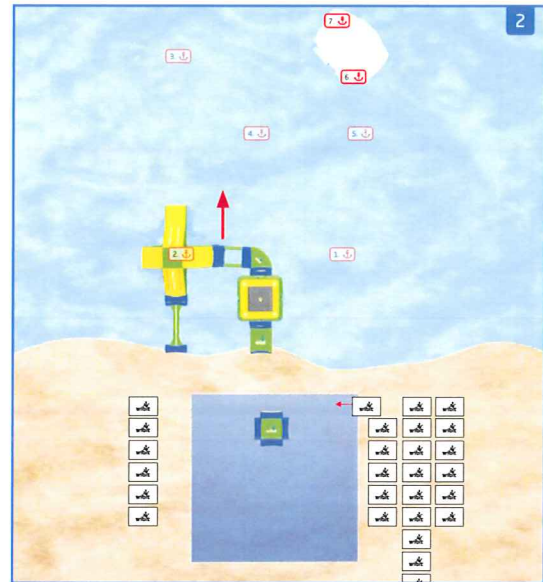
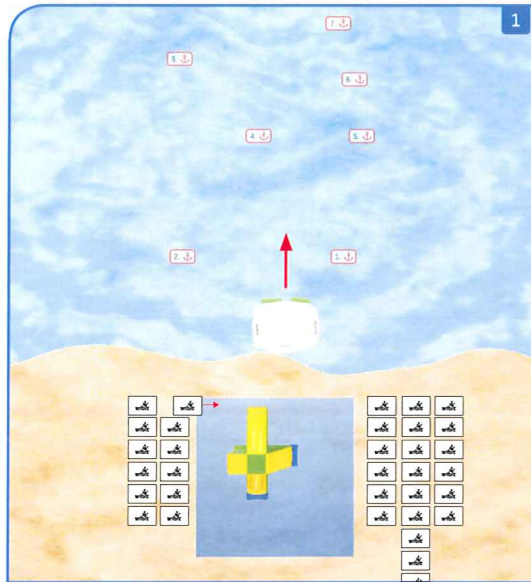





Start with positioning anchors in the following order.

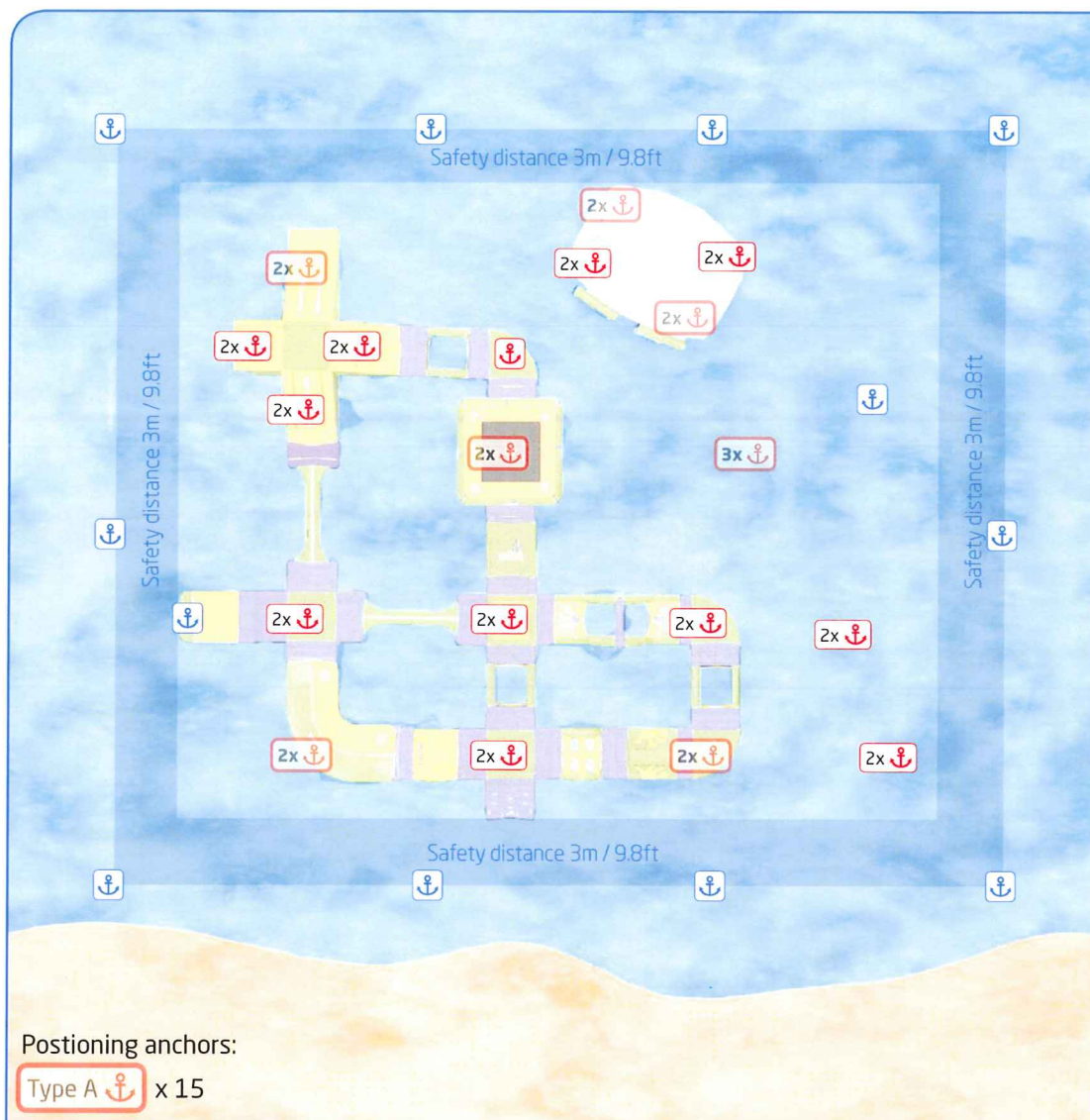
min. water depth:

1. 1.7m / 5.4ft
2. 1.7m / 5.4ft
3. 2.5m / 8.2ft
4. 2.5m / 8.2ft
5. 2.5m / 8.2ft
6. 3.0m / 9.8ft
7. 3.0m / 9.8ft

Product set-up area & plan



shipping box 
tarp 
positioning anchor 



Bring the remaining anchors into the right position.

First: Type A x 23 Then: Type B x 12

Finally bring the Wibit Safety Buoys into position!



9.5-B

Product standards



	Max. load capacity	Max. numbers of users		Size range ...to... inches body height	Safe distance to dangerous obstacles	Min. waterdepth required	Design working pressure	min. anchor weight	number of anchor plates on product
	kg	children	adults	cm	m	m	bar	kg	
Action Tower XL	300	2	2	110 - 190	3	2	0,05	1000	6
Action Tower XXL	600	4	4	110 - 190	3	2,5	0,025	2000	8
Balance Beam	300	2	2	110 - 190	3	1,2	0,12	200	5
Base	300	2	2	110 - 190	3	1,2	0,12	100	5
Billboard	-	-	-	110 - 190	3	-	0,1	400	4
Bouncer XL	450	0	2	110 - 190	3	2,5	0,1	300	5
Bouncer XXL	600	0	3	110 - 190	3	2,5	0,1	400	7
Bridge	300	2	2	110 - 190	3	1,5	0,12	100	6
Cliff	300	2	2	110 - 190	3	1,65	0,1	100	5
Climber	300	2	2	110 - 190	3	2		250	4
Main Tube							0,075		
Side Tube							0,18		
Curve	400	4	2	110 - 190	3	1,5	0,075	500	5
Deck	300	2	2	110 - 190	3	1,7	0,075	250	9
Double Rocker	600	4	4	110 - 190	6	1,5		200	1
Main Tube							0,15		
Side Tube							0,18		
Flip	150	1	1	110 - 190	6	1,5	0,12	300	5
Flipper	150	1	1	110 - 190	3	2,5	0,00	100	3
High Jump	150	1	1	110 - 190	3	1,8	0,1	100	4
Hurdle	200	0	2	110 - 190	3	1,2	0,15	400	4
IceTower XL	300	2	2	110 - 190	3	2		1000	8
Main Tube							0,025		
Side Tube							0,15		
IceTower XXL	600	4	4	110 - 190	3	3		2000	8
Main Tube							0,015		
Side Tube							0,15		
Junction	300	2	2	110 - 190	3	1,2	0,12	100	9
Kayak	200	0	2	110 - 190	3	-		-	0
Main Tube							0,15		
Side Tube							0,18		
Kayak Goal	-	-	-	110 - 190	3	-	0,15	100	2
Long Jump	150	1	1	110 - 190	3	1,2	0,15	-	2
Mini Spinner	150	3	0	110 - 190	3	1,7		250	4
Main Tube							0,05		
Side Tube							0,15		
Oval	400	4	2	110 - 190	3	1,2	0,1	400	12
Podium	300	2	2	110 - 190	3	1,5	0,12	100	5
Polo Goal	-	-	-	110 - 190	3	-	0,2	100	2
Pond	300	2	2	110 - 190	3	1,2	0,15	100	4
Ramp	150	1	1	110 - 190	3	1,2	0,1	100	4
Rocker	300	2	2	110 - 190	3	1,5		200	1
Main Tube							0,15		
Side Tube							0,18		
Roller	150	1	1	110 - 190	3	2,5	0,1	100	3
Safety Buoys	-	-	-	110 - 190	3	-	0,15	50	2
SideKick	300	2	2	110 - 190	3	1,2	0,12	100	5
Sled	100	0	1	110 - 190	3	1	0,4	-	0
Slide	300	2	2	110 - 190	3	1,5	0,1	100	4
Slider	150	1	1	110 - 190	3	2,5	0,1	-	2
Slope	300	2	2	110 - 190	3	1,7	0,075	250	5
Spinner	400	0	4	110 - 190	3	2		400	4
Main Tube							0,06		
Side Tube							0,15		
Splasher	100	0	1	110 - 190	3	1,5		100	1
Main Tube							0,15		
Side Tube							0,12		
Swing	300	2	2	110 - 190	3	1,8	0,12	600	6
Target Cube	-	-	-	110 - 190	3	-	0,12	400	4
Trampoline	600	0	3	110 - 190	3	2,5		400	4
Main Tube							0,08		
Side Tube							0,15		
Volley	300	2	2	110 - 190	3	-	0,15	200	4
Wibit Hand	300	2	2	110 - 190	3	1,2	0,4	200	1
Wiggle Bridge	100	2	0	110 - 190	3	1,2		-	18
(2 Startblocks)							0,4		
(6 Discs)							0,5		

Product standards - combinations



	Max. load capacity	Max. numbers of users	Size range ...to... inches body height	Safe distance to dangerous obstacles	Min. waterdepth required	Dimensions	minimum size of waterfront location	number of anchor plates on product
	kg		cm	m	m	m	m	
AquaArena	-	10	110 - 190	3	1,8	11,1 x 13,1	17,1 x 18,1	12
AquaDuel	-	8	110 - 190	3	1,7	10,5 x 2,0	16,5 x 8,0	5
AquaCircuit	-	10	110 - 190	3	1,2	10,0 x 6,0	16,0 x 12,0	13
AquaTrack	-	12	110 - 190	3	1,7	16,5 x 2,0	22,5 x 8,0	8
AquaStation 10	-	10	110 - 190	3	2,0	10,5 x 6,0	16,5 x 12,0	6
AquaStation 20	-	20	110 - 190	3	2,5	10,5 x 16,0	16,5 x 22,0	8
Kayak Polo	-	4	110 - 190	3	-	-	-	4
Sports Park 40	-	40	110 - 190	3	2,5	38,0 x 22,0	44,0 x 28,0	25
Sports Park 60	-	60	110 - 190	3	2,5	40,0 x 32,0	46,0 x 38,0	35
Sports Park 60+	-	60+	110 - 190	3	3	40,0 x 32,0	46,0 x 38,0	34
Sports Park+	-	30	110 - 190	3	3	38,0 x 27,0	44,0 x 33,0	23



the evolution of waterplay

Certificate of Conformity

The following Declaration of Conformity is issued under the sole responsibility of the manufacturer.
All products of the list on page 2 comply with this conformity certificate!

Description:

The products listed are constructed primarily of reinforced polyvinylchloride (PVC). The products listed are intended to be inflated and anchored in deep water for the purpose of sport and recreation. Intended users are adults and supervised children aged 6 years and older.

Manufactured by:

Wibit Sports GmbH
Am Gut Baarking 15
46395 Bocholt - Germany

The listed products comply with the following legislation to the full extend of the law:

- **US Consumer Product safety Improvement Act of 2008** - Children's Products Containing Lead
(Required August, 2009)
CPSIA section 101 (f) - Lead in paint/similar surface coating materials - Permissible Limit < 90ppm (mg/kg)
- **US Consumer Product safety Improvement Act of 2008** - Children's Products Containing Lead
(Required August, 2009)
CPSIA section 101 (a)(2) - Lead in accessible substrate materials - Permissible Limit < 300ppm (mg/kg)
- **EN 15649 Part 1, Part 2, Part 6** - Floating leisure articles for use on and in the water
- **REACH** - Registration, Evaluation, Authorisation and restriction of Chemicals
(European Union Regulation of 18. December 2006 EC 1907/2006)

Manufactured in:

Guangdong Province, P.R.C.

Third party test lab

SGS-CSTC Standards Technical Services, Co., Ltd.
Shenzhen Branch
2, 4, 5/F, Oastar Building, Zhongkang Road
Shangmeilin, Shenzhen, China 518049
Tel: 86-755-83114358

TÜV SÜD Product Service GmbH
Sylvesterallee 2
22525 Hamburg - Germany

Certifying Test Date:

DECEMBER 10, 2009 - DECEMBER 14, 2009

Certifying Test Location:

SGS Laboratory, Shenzhen, China

Certifying Test Methods:

- CPSC-CH-E1003-09
- CPSC-CH-E1002-08

Person maintaining Test Records:

Romann Rademacher / CEO
Wibit Sports GmbH
Email: romann@wibitsports.com

Wibit Sports GmbH
Am Gut Baarking 15
46395 Bocholt, Germany

P: +49 (0) 2871 238 20 - 0
F: +49 (0) 2871 238 20 - 10
info@wibitsports.com
www.wibitsports.com

Handelsregister /
Commercial Register:
Bocholt, AG Coesfeld,
HRB 8567

Geschäftsführer/CEO:
Robert Cirjak
Romann Rademacher
VAT-Nr. DE 812199236



Wibit Sports was founded in 1996 and is the creator and pioneer of this industry. It has been sold to over 50 countries and it is estimated that there have been over 3 million users of the Sports Parks worldwide.

SAFETY = assurance



- Wibit complies to the state of the art European Norm (EN 15649). This specifies safety requirements, testing methods related to materials and performance. For example:
 - entrapment hazards for foot/leg, head/neck and torso etc.
 - required water depth
 - intended number of users



- Third party testing in accordance with world renowned German TÜV (www.tuev.com) safety inspectors ensure products are safe. Wibit will provide TÜV certificates that indicate products meet and exceed safety requirements.

SERVICE = professional



- A turn-key solution for everything that is needed for a Wibit Sports Park.



- All-in installation service which includes:
 - operational guidelines
 - lifeguarding protocols
 - repair and maintenance
 - activities and events



- Professional business set-up.



- The best guarantee in the business.

QUALITY = longevity



Wibit designed and engineered in Germany specifically for commercial use. It uses the best seaming in the business (5-layer seam system). All products are made of extra strong PVC material (1.100g/m² / 32 ounce/yd²) that is UV protected. They have stainless steel parts (grade 316) that are designed for all bodies of water and climates.

CITY PARK WATER ACTIVITY CONCESSION



BID OPPORTUNITY GUIDELINES

- ▶ Non-motorized water activity concession
- ▶ Operations from:
 - ▶ May 15th to September 15th
 - ▶ Open 7 days a week
 - ▶ Hours: 10am - 8pm (during high season)
- ▶ Three year term, with two 1-year renewals
- ▶ Contractor to provide on-site security and supervision (dedicated life-guards)
- ▶ Located at the north end of City Park

PROPOSED WATER CONCESSION LOCATION



SELECTED PROPONENT: KELOWNA WIBIT

- ▶ Experienced water activity provider
- ▶ Proposed Wubit-based aqua-park
 - ▶ Wubit Sports Park 60+
 - ▶ Interconnected inflatable modules
 - ▶ 30x40 meter on-water aqua-park
 - ▶ Inflatable beach kiosk
- ▶ All regulatory approvals are proponents cost & responsibility





SELECTED PROPONENT: KELOWNA WIBIT

- ▶ Response meets all bid requirements
- ▶ Strong emphasis on safety
 - ▶ All employees first-aid certified
 - ▶ 24-hour security
 - ▶ 2 dedicated lifeguards during operational hours
 - ▶ Participants required to wear life jackets
 - ▶ On-water time limit
- ▶ \$25 day/person fee (full-day pass)



CONCESSION ADVANTAGES

- ▶ Animation of under-utilized area of City park
 - ▶ Area around former aquatic centre
- ▶ Promotes active living
- ▶ Unique tourism experience
- ▶ Creation of 12-16 part-time jobs
- ▶ Integration with existing City assets
 - ▶ Children's Waterpark, public washrooms, food trucks
- ▶ Financial return
 - ▶ \$27,000 over initial three year term
 - ▶ up to \$50,000 over five years





Report to Council



Date: 06/04/2014
File: 1125-51-030
To: City Manager
From: G. Hood, Manager, Strategic Land Development
Subject: 2014-06-09 Report - Bylaw 10971 - Mill Street Road Closure

Recommendation:

THAT Council receives the Report from the Manager, Strategic Land Development dated June 4, 2014, recommending that Council adopt the proposed closure of a portion of Mill Street;

AND FURTHER THAT Bylaw No. 10971, being proposed closure of a portion of Mill Street, be given reading consideration.

Purpose:

To transfer a portion of excess City roadway to Westcorp Holyrood Developments Ltd. and 1324632 Alberta Incorporated (collectively, the "Purchaser") to be consolidated with their property for the construction of a hotel.

Background:

Further to the Offer to Purchase entered into by the City of Kelowna and the Purchaser, the City has agreed to sell to the Purchaser (subject to various terms and conditions), for the sum of \$1,915,000.00, a portion of Mill Street to be used by the Purchaser to construct a hotel development. The transfer of the road closure area to the Purchaser is subject to the receipt of a development permit on the consolidated lands.

Legal/Statutory Authority:

Section 26 and 40, Community Charter

Considerations not applicable to this report:

Internal Circulation:

Financial/Budgetary Considerations

Legal/Statutory Procedural Requirements:

Existing Policy:

Personnel Implications:

External Agency/Public Comments:

Communications Comments:

Alternate Recommendation:

The Real Estate department requests Council's support of this road closure.

Submitted by: G. Hood, Manager, Strategic Land Development

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

Attachment:

1. Schedule A - Road Closure Plan

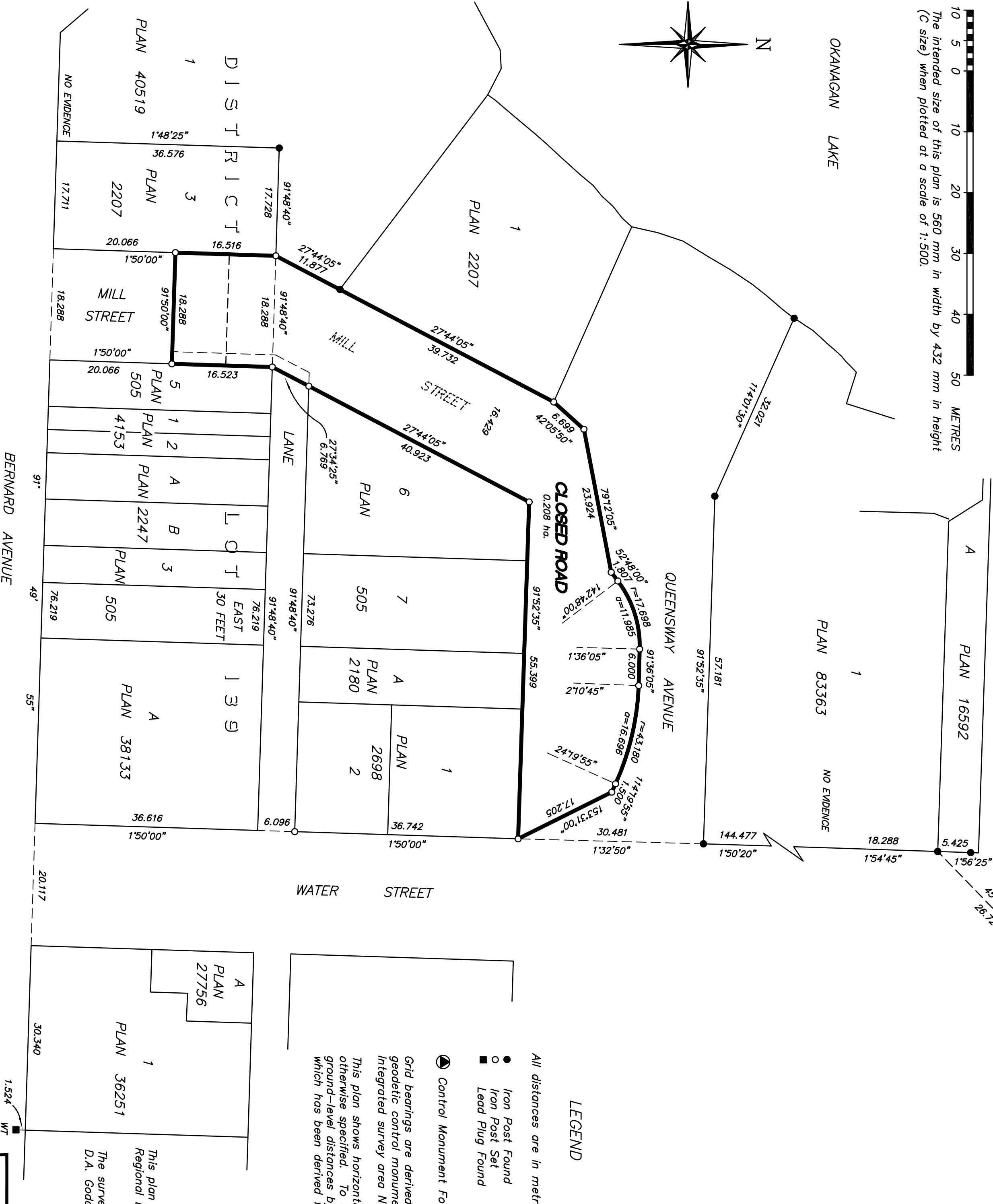
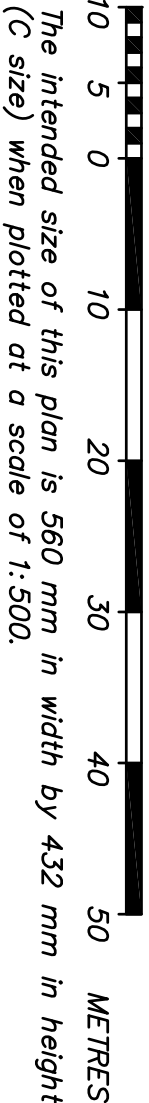
cc: R. Smith, Urban Planning Manager
G. Davidson, Financial Service Director
M. Hasan, Transportation and Mobility Manager
S. Muenz, Development Engineering Manager

REFERENCE PLAN TO ACCOMPANY CITY OF KELOWNA ROAD CLOSURE AND REMOVAL
OF HIGHWAY DEDICATION BYLAW #10971 OF PART OF ROAD SHOWN DEDICATED
ON PLAN 505 DISTRICT LOT 139 ODYD

EPP41444

PURSUANT TO SECTION 40 OF THE COMMUNITY CHARTER AND
SECTION 120 OF THE LAND TITLE ACT

SCALE 1:500 BCGS 82E.083



This plan lies within the Central Okanagan
Regional District.

The survey represented by this plan was completed by
D.A. Goddard, BCLS (568) on the day of May, 2014.

D.A. Goddard Land Surveying Inc.
103-1358 ST. PAUL STREET KELOWNA PHONE 250-763-3733

CITY OF KELOWNA

BYLAW NO. 10971

Road Closure and Removal of Highway Dedication Bylaw (Portion of Road adjacent to 235 Queensway)

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 adjacent to 235 Queensway

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

1. That portion of highway attached as Schedule "A" comprising 0.208 ha shown in bold black as Closed Road on the Reference Plan prepared by D.A. Goddard, 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

Approved Pursuant to Section 41(3) of the Community Charter this

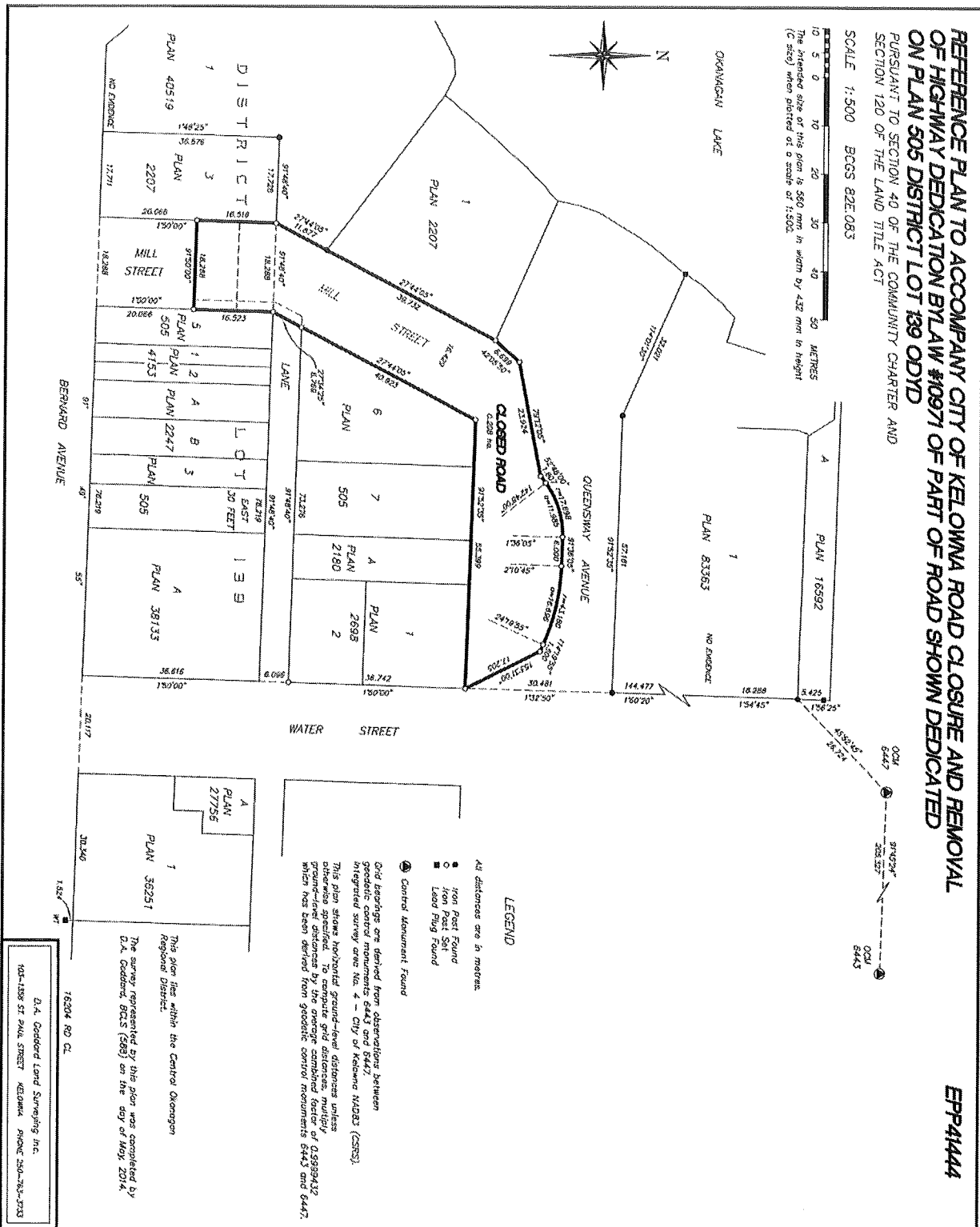
(Approving Officer-Ministry of Transportation)

Adopted by the Municipal Council of the City of Kelowna this

Mayor

City Clerk

Schedule "A"



Report to Council



Date: 6/9/2014
File: 0600-10
To: City Manager
From: City Clerk
Subject: Rescind Loan Authorization Bylaw No. 10582 - Electrical System Upgrades
Report Prepared by: C. Boback, Legislative Coordinator

Recommendation:

THAT Council, receives, for information, the Report from the City Clerk dated June 09, 2014 recommending that Council rescind Bylaw No. 10582 being the Loan Authorization Bylaw for the Electrical System Upgrades;

AND THAT Bylaw No. 10908, being A Bylaw to Rescind the Loan Authorization Bylaw No. 10582 being Electrical Systems Upgrades be forwarded for reading consideration.

Purpose:

To rescind Bylaw No. 10582 Loan Authorization Bylaw for the Electrical System Upgrades as it is no longer required.

Background:

Council adopted Bylaw No. 10582 Loan Authorization Bylaw for the Electrical System Upgrades on Monday, October 31, 2011 allowing for the borrowing of Four Million dollars. No monies were ever borrowed. With the recent sale of the electrical utility, this bylaw is no longer required.

Legal/Statutory Authority:

Local Government Act

Internal Circulation

G. Davidson, Financial Services Director

Considerations not applicable to this report:

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

Submitted by:

S. Fleming, City Clerk

Approved for inclusion:



R. Mayne, Corporate & Protective Services Divisional
Director

Attachments:

cc:
Financial Services

CITY OF KELOWNA

BYLAW NO. 10908

A Bylaw to Rescind the Loan Authorization Bylaw No. 10582 being Electrical System Upgrades

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

1. THAT the Loan Authorization Bylaw No. 10582 being Electrical System Upgrades, and all amendments thereto, be rescinded.
2. This bylaw may be cited for all purposes as "Bylaw No. 10908, being a Bylaw to Rescind the Loan Authorization Bylaw No. 10582 being Electrical System Upgrades."
3. This bylaw shall come into full force and effect and is binding on all persons as and from the date of adoption.

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

Adopted by the Municipal Council of the City of Kelowna this

Mayor

City Clerk

CITY OF KELOWNA

BYLAW NO. 10958

Road Closure and Removal of Highway Dedication Bylaw (Portion of Bird Place)

A bylaw pursuant to Section 40 of the Community Charter to authorize the City to permanently close and remove the highway dedication of a portion of highway on Bird Place

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 69.2 m² shown in bold black as Closed Road on the Reference Plan prepared by Douglas A. Goddard, 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.

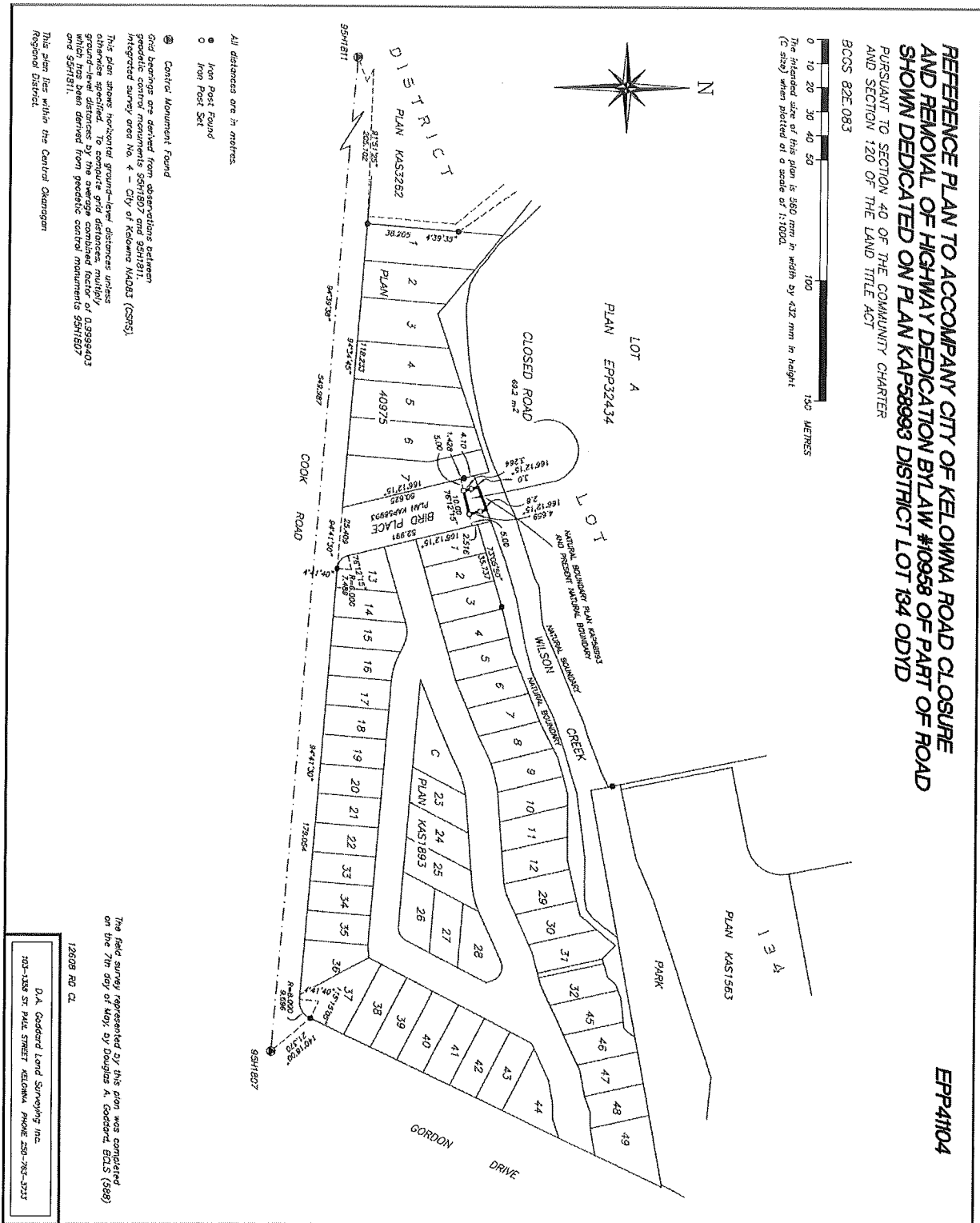
Read a first, second and third time by the Municipal Council this 26th day of May, 2014.

Adopted by the Municipal Council of the City of Kelowna this

Mayor

City Clerk

Schedule "A"



CITY OF KELOWNA

BYLAW NO. 10966

Heritage Building Property Tax Exemption Bylaw - 784 Elliot Avenue

WHEREAS Council may, by bylaw under Section 225(3) of the *Community Charter*, exempt eligible heritage property from taxation under Section 197(i)(a);

AND WHEREAS the property at 784 Elliot Avenue, Kelowna (the "Property") is subject to a heritage revitalization agreement under Section 966 of the *Local Government Act*;

AND WHEREAS notice has been provided of the proposed adoption of the tax exemption bylaw as required by the *Community Charter*;

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

1. The property at 784 Elliot Avenue, legal described as Lot 3, District Lot 138, ODYD, Plan 9360, shall be exempt from taxation to the extent provided for the Heritage Building Property Tax Exemption Agreement, being Schedule A attached hereto.
2. The term of tax exemption for the Property shall be ten (10) years, commencing the calendar year following the submission of a permissive tax exemption application to the City Revenue Manager in compliance with Section 2 of Schedule A.
3. This bylaw may be cited for all purposes as "Bylaw No. 10966, being Heritage Building Property Tax Exemption Bylaw - 784 Elliot Avenue."
4. This bylaw shall come into full force and effect and is binding on all persons as and from the date of adoption.

Read a first, second and third time by the Municipal Council this 26th day of May, 2014.

Adopted by the Municipal Council of the City of Kelowna this

Mayor

City Clerk

Schedule A

Heritage Building Tax Exemption Agreement

THIS AGREEMENT made this ____ day of _____, 20__

BETWEEN:

CITY OF KELOWNA
1435 Water Street
Kelowna, BC V1Y 1J4

(hereafter "the City")

OF THE FIRST PART

AND:

0874309 BC Ltd., Inc. No. BC00874309
(Jackie Gorton)
9 - 3151 Lakeshore Rd.
Suite 318
Kelowna, BC. V1W 3S9

(hereafter "the Applicant")

OF THE SECOND PART

WHEREAS

- A. The City as a municipality under section 225 of the *Community Charter* SBC 2003, c. 26 is authorized to enter into an agreement with an owner of property respecting the provision of a tax exemption that is eligible for such exemption.
- B. The Applicant owns property at 784 Elliot Ave. in Kelowna (the "Property") which is the subject of a heritage revitalization agreement.
- C. The Applicant has submitted a proposal for the development of the Property, that complies with City Council's Heritage Tax Incentive Program Policy No. 318 (the "Policy").
- D. The City has determined that the eligible costs (as defined in the Policy) in connection with the restoration of the Property are \$452,841.28. The Policy provides that the maximum tax incentive to an owner is 75% of the eligible costs, which, in the case of this Property, is \$339,630.96.

Schedule A

2

NOW THEREFORE IN CONSIDERATION OF THE MUTUAL PREMISES AND AGREEMENTS CONTAINED HEREIN THE CITY AND APPLICANT AGREE AS FOLLOWS:

1. **Maximum Tax Exemption** - The maximum amount of the Tax Exemption available in respect of the Property is \$339,630.96. The Tax Exemption is applicable only in respect of the municipal property tax imposed pursuant to section 197(1)(a) of the *Community Charter*.
2. **Term of Exemption** - The term of the Heritage Building Tax Exemption is 10 years, commencing the calendar year following the Applicant's submission of a Comprehensive Heritage Tax Exemption application (the "Application"). The Application must be submitted no later than July 15 of the calendar year preceding the year in which the first installment of the Tax Exemption is applied. The Application may not be submitted before final inspection and approval by the City of the restoration work. For greater certainty, the term of the Tax Exemption is not extended as a result of any breach of the agreement or the Applicant losing its entitlement to the Tax Exemption.
3. **Compliance with Heritage Revitalization Agreement** - The granting of the Tax Exemption under this agreement is subject to the Applicant complying with all provisions of the Heritage Revitalization Agreement ("HRA"), being Schedule A to Bylaw No. 10840, including that construction on the Property must comply with the schedules to Bylaw No. 10840, and all criteria specified in section 3 of the Policy.
4. **Annual Application** - The Applicant must submit a Heritage Tax Exemption Annual Renewal application (the "Annual Application") no later than July 15th of the calendar year in which the Tax Exemption will be applied, confirming that the Applicant is in current compliance with the provisions of section 3 herein.

Schedule A

3

5. **Certification of Eligible Costs** – Following completion of the restoration of the Property in accordance with the HRA, the Applicant must submit to the City a certification (the “Certification”) of the costs of the Property restoration project, based on the final inspection and approval of the City, from either a public accountant or professional quantity surveyor. If the final costs are less than the original estimate, the Tax Exemption will be reduced to reflect the lesser amount. Should the final costs exceed the original estimate; the original exemption approved by Council will apply unless the applicant wishes to return to Council to alter the amount.
6. **Calculation of Annual Tax Exemption** – The amount of the Tax Exemption is based on the assessed value of incremental improvements to the heritage buildings as outlined in the Heritage Revitalization Agreement Bylaw No. 10840. This Tax Exemption amount will be applied equally over a term of 10 years. After the term has ended, the property shall be fully taxable.
7. **Payment to City** - In the event of a failure to comply with the terms of the HRA during a calendar year in which the Property has received a Tax Exemption, the Applicant must pay to the City an amount equal to the Tax Exemption provided in that calendar year. The requirement for payment under this section applies in addition to any disentitlement to a Tax Exemption in subsequent years by reason of failure to comply with the HRA.
8. **No Refund** – For greater certainty, under no circumstances will the Applicant be entitled under or pursuant to this agreement or under or pursuant to the revitalization tax exemption program to any cash credit, any carry forward tax exemption credit or any refund for any property taxes paid.
9. **Condition Precedent of Bylaw Adoption** – This agreement shall only take effect if the Council of the City adopts a bylaw pursuant to section 225(3) of the *Community Charter* in relation to the Property. This agreement will only take

Schedule A

4

effect in the first calendar year if the bylaw came into force on or before October 31 in the preceding year. If the bylaw comes into force after October 31, this agreement takes effect in the second calendar year following the year in which the bylaw comes into effect.

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

- (a) in the case of a notice to the City, at:

CITY OF KELOWNA
1435 Water Street
Kelowna, BC V1Y 1J4

Attention: George King, Revenue Manager

Facsimile: 250-862-3391

- (b) in the case of a notice to the Applicant, at:

0874309 BC Ltd., Inc. No. BC00874309
9 - 3151 Lakeshore Rd.
Suite 318
Kelowna, BC. V1W 3S9

Attention: Jackie Gorton

Email: tangotipple@gmail.com

or at such other address or addresses as the party to whom such notice or other writing is to be given shall have last notified the party giving the same in the manner provided in this section.

Any notice or other writing sent in compliance with this section shall be deemed to have been given and received on the day it is given unless that day is not a Business Day, in which case the notice shall be deemed to have been given and

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received on the next day that is a Business Day. In this section, "Business Day" means any day other than Saturday, Sunday, any statutory holiday in the Province of British Columbia or any day on which banks generally are not open for business in Vancouver, British Columbia.

11. **No Assignment** – The Applicant may not assign its interest in this Agreement except to a subsequent owner in fee simple of the Property.
12. **Severance** - If any portion of this Agreement is held invalid by a court of competent jurisdiction, the invalid portion shall be severed and the decision that it is invalid shall not affect the validity of the remainder of this Agreement.
13. **Interpretation** - Wherever the singular or masculine is used in this Agreement, the same shall be construed as meaning the plural, the feminine or body corporate where the context or the parties thereto so required.
14. **Further Assurances** - The parties hereto shall execute and do all such further deeds, acts, things and assurances that may be reasonably required to carry out the intent of this Agreement.
15. **Waiver** - Waiver by the City of a default by the Property Owner shall be in writing and shall not be deemed to be a waiver of any subsequent or other default.
16. **Powers Preserved** - This Agreement does not
 - (a) affect or limit the discretion, rights or powers of the City under any enactment (as defined in the *Interpretation Act*, on the reference date of this Agreement) or at common law, including in relation to the use or subdivision of the Property;
 - (b) affect or limit any enactment relating to the use or subdivision of the Property, or

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- (c) relieve the Applicant from complying with any enactment, including in relation to the use or subdivision of the Property, and without limitation shall not confer directly or indirectly any exemption or right of set-off from development cost charges, connection charges application fees, user fees or other rates, levies and charges payable under any bylaw of the City.

17. **References** - Every reference to each party is deemed to include the heirs, executors, administrators, personal representatives, successors, assigns, servants, employees, agents, contractors, officers, licensees and invitees of such party, wherever the context so requires or allows.

18. **Enurement** - This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.


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

CITY OF KELOWNA by its authorized signatories:

, MAYOR

, CITY CLERK

by its authorized signatories:



Authorized Signatory

Authorized Signatory