

**City of Kelowna  
Regular Council Meeting  
AGENDA**



Monday, October 27, 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**

3 - 6

Regular PM Meeting - October 20, 2014

**3. Bylaws for Adoption (Development Related)**

**3.1 Bylaw No. 11001 (TA14-0012) - Amendment to Section 13, Urban Residential Zone**

7 - 7

To adopt Bylaw No. 11001 in order to amend Section 13, Urban Residential Zones in City of Kelowna Zoning Bylaw No. 8000.

**3.2 Bylaw No. 11002 (HRA14-0001) - Rescind Heritage Revitalization Agreement Authorization Bylaw No. 8753, 2056 Pandosy Street**

8 - 8

To adopt Bylaw No. 11002 in order to rescind the Heritage Revitalization Agreement for 2056 Pandosy Street.

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

**4.1 Healthy City Partnership Statement of Cooperation**

9 - 25

To obtain Council support for the Healthy City Partnership initiative with the University of British Columbia and the Interior Health Authority.

**4.2 Rutland Park Society - Land Transfer Agreement**

26 - 55

To transfer lands owned by the Rutland Park Society for the construction of the Shepherd Road extension and for the City to assume ownership of Rutland

Centennial Park.

4.3 Center of Gravity Update 56 - 66

To provide Council with an update on the 2014 Center of Gravity Festival and to inform Council of future plans for the event.

5. Resolutions

5.1 City Clerk, Draft Resolution, re: 2015 Council Meeting Schedule 67 - 68

To adopt the Council Meeting Schedule for 2015.

6. Bylaws for Adoption (Non-Development Related)

6.1 Bylaw No. 11000 - Road Closure Bylaw, Portion of Lane Adjacent to 460 Doyle Avenue 69 - 70

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

To adopt Bylaw No. 11000 in order to authorize the City to permanently close and remove the highway dedication of a portion of lane adjacent to 460 Doyle Avenue.

7. Mayor and Councillor Items

8. Termination



## City of Kelowna Regular Council Meeting Minutes

**Date:** Monday, October 20, 2014  
**Location:** Council Chamber  
 City Hall, 1435 Water Street

**Council Members Present:** Mayor Walter Gray and Councillors Colin Basran; Andre Blanleil, Maxine DeHart, Gail Given, Robert Hobson, Luke Stack\* and Gerry Zimmermann

**Council Members Absent:** Councillor Mohini Singh

**Staff Present:** City Manager, Ron Mattiussi; City Clerk, Stephen Fleming; Sport and Event Development Manager, Don Backmeyer\*; Parks Services Manager, Ian Wilson\*; Park & Building Planning Manager, Terry Barton\*; Property Manager, John Saufferer\*; and Council Recording Secretary, Arlene McClelland

(\*denotes partial attendance)

### 1. Call to Order

Mayor Gray called the meeting to order at 1:41 p.m.

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

### 2. Confirmation of Minutes

Moved By Councillor Hobson/Seconded By Councillor Basran

R746/14/10/20 THAT the Minutes of the Regular Meetings of October 6, 2014 be confirmed as circulated.

### 3. Public in Attendance

3.1. Mark Krehel, President, and Surinder Gosal, Representative, Kelowna United Soccer Club, re: Update to Council

Sport and Event Development Manager, Don Backmeyer

- Introduced Mark Krehel, President, and Surinder Gosal, Representative, Kelowna United Soccer Club

- Mark Krehel, President and Surinder Gosal, Representative, Kelowna United Soccer Club
- Provided a Power Point presentation regarding an update of the Kelowna United Soccer Club and the soccer dome.
  - Responded to questions from Council.

**4. Bylaws for Adoption (Development Related)**

- 4.1. Bylaw No. 10306 (Z09-0077) - 4064 Lakeshore Road, Rex Jardine and Jardine Investments Inc.**

Moved By Councillor Stack/Seconded By Councillor Given

R747/14/10/20 THAT Bylaw No. 10306 be adopted.

Carried

- 4.2. Bylaw No. 10956 (OCP14-0001) - 1150, 1156 & 1160 Richter Street, City of Kelowna & Miles Vuicevic**

Moved By Councillor Stack/Seconded By Councillor Given

R748/14/10/20 THAT Bylaw No. 10956 be adopted.

Carried

- 4.3. Bylaw No. 10957 (Z14-0001) - 576, 630 & 690 Clement Avenue, 1175 & 1166 St. Paul Street and 1150, 1156, 1160, 1166 & 1170 Richter Street, City of Kelowna & Miles Vuicevic**

Moved By Councillor Given/Seconded By Councillor Stack

R749/14/10/20 THAT Bylaw No. 10957 be adopted.

Carried

- 4.4. Bylaw No. 10959 (Z14-0005) - 669 McClure Road, Heritage Log Structures Inc.**

Moved By Councillor Basran/Seconded By Councillor Blanleil

R750/14/10/20 THAT Bylaw No. 10959 be adopted.

Carried

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

- 5.1. Moving Opportunities Forward: 2012-2014 Council Priorities Update**

City Manager:

- Displayed a Power Point Presentation with respect to the 2012-2014 Council Priorities.

- 5.2. Dehart Park - Dog Access**

Council:

- Inquired whether a portion of the park could be fenced off to make an off-leash area within the park.

- Raised concern on how compliance would be achieved.

Staff:

- Provided reasons for an on-leash recommendation.
- Advised that a combination of signage and support from the Regional District dog patrols will be utilized to ensure compliance.

Moved By Councillor Hobson/Seconded By Councillor Given

**R751/14/10/20** THAT Council receives for information the report from the Park Services Manager and the Park and Building Planning Manager, dated October 6, 2014 regarding dog access at Dehart Park;

AND THAT Council directs staff to bring forward updates to Bylaw No. 10680, the "Parks and Public Spaces Bylaw" to designate Dehart Park as a dog on-leash park and install temporary fencing around the community garden.

Carried  
Mayor Gray - Opposed

**5.3. Lease to Interior Health Authority - 2292 Speer Street**

Staff:

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

Moved By Councillor Given/Seconded By Councillor Zimmermann

**R752/14/10/20** THAT Council approve the City entering into a one (1) year commercial lease with the Interior Health Authority ("IHA"), with the option to renew for three additional 1-year terms, in the form attached as Schedule A to the Report of the Manager, Property Management, dated October 20, 2014;

AND THAT the Mayor and City Clerk be authorized to execute the agreement.

Carried

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

**6.1. Bylaw No. 10798 - Road Closure Bylaw, Portion of Lane adjacent to 551 Glenwood Avenue**

Gallery:

Penny Pearson, 607 Glenwood Avenue

- Provided a brief background on the OCP process to create the Health District.
- Provided comments on the lane closure.
- Should the OCP and Rezoning Bylaws be adopted it will impact the location of the loading zone and will be next to people's homes.
- Requested a solid wall with recesses for trees be considered.

Mayor Gray:

- Advised that the items noted would be considered at the Development Permit stage.
- Encouraged Ms. Pearson to put her concerns in writing.

Moved By Councillor Blanleil/Seconded By Councillor Basran

**R753/14/10/20** THAT Bylaw No. 10798 be adopted.

Carried

Moved By Councillor Blanleil/Seconded By Councillor Basran

R754/14/10/20 THAT Council directs staff to take into consideration the location of the loading bay and sound abatement suggestions, as identified by Ms. Penny Pearson, with respect to Bylaw No. 10798 - Road Closure Bylaw, Portion of Lane adjacent to 551 Glenwood Avenue, at the Development Permit stage.

Carried

## 6.2. Bylaw No. 11009 - 2015 Permissive Tax Exemption Bylaw

Councillor Stack declared a conflict of interest as the Society of Hope is an applicant for a permissive tax exemption and left the meeting at 3:18 p.m.

Moved By Councillor Basran/Seconded By Councillor Blanleil

R755/14/10/20 THAT Bylaw No. 11009 be adopted.

Carried

Councillor Stack returned to the meeting at 3:19 p.m.

## 7. Mayor and Councillor Items

Councillor Given:

- Spoke to her attendance at the Deepak Binning Fundraiser Event and congratulated Councillor Singh for the success of the event.

Councillor Stack:

- Spoke to his attendance at the Central Okanagan Land Trust dinner recognizing Councillor Hobson.

Councillor DeHart:

- Spoke to her attendance at the Central Okanagan Land Trust dinner recognizing Councillor Hobson.
- Spoke to the success of the Annual Maxine DeHart United Way Fundraising Event.

Councillor Hobson:

- Spoke to the success of the Central Okanagan Land Trust Event.

Mayor Gray:

- Spoke to the upcoming 2014 Skate Canada Event being held at Prospera Place from October 30<sup>th</sup> to November 2<sup>nd</sup>.

## 8. Termination

This meeting was declared terminated at 3:27 pm

\_\_\_\_\_  
Mayor

/acm

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

**CITY OF KELOWNA**

**BYLAW NO. 11001**

**TA14-0012 - Amendment to Section 13-Urban Residential Zone**

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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 Section 13 - Urban Residential Zones, 13.3 RU3 - Small Lot Housing/RU3h - Small Lot Housing (Hillside Area), 13.3.7 Other Regulations be amended by:

a) Deleting sub-paragraph (b) that reads:

"(b) Where the development has access to a rear lane, vehicular access to the development is only permitted from the rear lane, except for developments in hillside areas where the topography would require the slope of such access to exceed 15%."

And replacing it with:

"(b) Development must have vehicular access to a rear side lane. Vehicles may only access a lot from a fronting street when the lot meets the subdivision regulations for the RU2 – Medium Lot Housing zone."

b) Deleting sub-paragraph (j) in its entirety that reads:

"(j) A bed and breakfast home is only permitted when vehicular access and parking are via a rear lane."

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 8<sup>th</sup> day of September, 2014.

Considered at a Public Hearing on the 7<sup>th</sup> of October, 2014.

Read a second and third time by the Municipal Council this 7<sup>th</sup> of October, 2014.

Approved under the Transportation Act this 15<sup>th</sup> day of October, 2014.

Audrie Henry

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(Approving Officer-Ministry of Transportation)

Adopted by the Municipal Council of the City of Kelowna this

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Mayor

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City Clerk

**CITY OF KELOWNA**

**BYLAW NO. 11002**

**Rescind Heritage Revitalization Agreement Authorization  
Bylaw No. 8753 - 2056 Pandosy Street**

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

1. THAT Bylaw No. 8753 - Heritage Revitalization Agreement Authorization - 2056 Pandosy Street, and all amendments thereto, be repealed.
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 15<sup>th</sup> day of September, 2014.

Considered at a Public Hearing on the 7<sup>th</sup> day of October, 2014.

Read a second and third time by the Municipal Council this 7<sup>th</sup> day of October, 2014.

Approved under the Transportation Act this 15<sup>th</sup> day of October, 2014.

Audry Henry  
(Approving Officer-Ministry of Transportation)

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Adopted by the Municipal Council of the City of Kelowna this

\_\_\_\_\_  
Mayor

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

# Report to Council



**Date:** October 14, 2014  
**File:** 0705-75  
**To:** City Manager  
**From:** Danielle Noble-Brandt, Policy and Planning Manager  
**Subject:** 2014-10-27 Healthy City Partnership Statement of Cooperation  
Report Prepared by: Michelle Kam

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## **Recommendation:**

That Council receives, for information, the report from the Policy and Planning Department Manager dated October 14, 2014 with respect to the Healthy City Partnership Statement of Cooperation;

AND That Council authorize the Mayor and City Clerk to sign the Healthy City Partnership Statement of Cooperation between the City of Kelowna, Interior Health Authority and the University of British Columbia, Okanagan Campus on behalf of Council.

## **Purpose:**

To obtain Council support for the Healthy City Partnership initiative with the University of British Columbia and the Interior Health Authority.

## **Background:**

The Healthy City Partnership is a 3-5 year collaboration and research partnership with the University of BC Okanagan Campus (UBC) and Interior Health Authority (IH). This partnership expresses the Parties joint desire to collaborate in research, action and learning to enable healthy citizens to thrive in sustainable urban environments today and into the future. Over the coming years, each organization will use outcomes and recommendations to inform future policy, capital investments, and growth strategies that aid the vision of Kelowna's growth strategy.

Beginning this fall, Phase 1 will focus on modeling various housing density scenarios and GHG emissions. It will identify planning scenarios for Kelowna's future urban form and the associated GHG emissions. Phase I will also explore public preferences regarding both the

built form and the conditions under which these preferences may change. This will be utilized as background information for the next OCP update (to commence in 2018).

In 2016, Phase 2 is anticipated to include other research and collaboration projects that can feed into Phase 3's overarching Healthy City Strategy (2017-2018). This Strategy will develop and report on measurable indicators.

The Statement of Cooperation (attached) outlines the collaboration principles, operational resources, accountability measures and the term of the Healthy City Partnership. This partnership is intended to reinforce the collaboration by committing the partners to a set of principles and processes to facilitate activities that focus on community health, healthy built environment and quality of life for all Kelowna residents. The outcomes will promote integrated decision-making that includes social, economic, and ecological needs of our residents and our neighborhoods. The Statement of Cooperation will also be signed by UBC's Deputy Vice Chancellor and IH's Community Integrated Health Services Administrator.

**Financial/Budgetary Considerations:**

A financial commitment is not attached to the Healthy City Partnership Statement of Cooperation. Each phase of the partnership will be scoped and a corresponding budget will be reviewed for each project.

Policy and Planning has committed \$45,000 from the Policy and Planning Department's existing 2014 budget for the first research collaboration project that has been supplemented with \$31,000 from UBCO funds.

**Considerations not applicable to this report:**

Internal Circulation:

Legal/Statutory Authority:

Legal/Statutory Procedural Requirements:

Existing Policy:

Personnel Implications:

External Agency/Public Comments:

Communications Comments:

Alternate Recommendation:

Submitted by:

Danielle Noble-Brandt  
Policy & Planning Department Manager

Approved for inclusion:



Doug Gilchrist  
Division Director, Community Planning & Real Estate

Attachment:

2014-10-27 Appendix 1 - Healthy City Partnership Statement of Cooperation

# Healthy City Partnership

## Statement of Cooperation

Parties:

City of Kelowna  
Interior Health Authority  
University of British Columbia, Okanagan Campus

V4.0 October 2014 [Keith.Culver@UBC.ca](mailto:Keith.Culver@UBC.ca)

**Purpose:**

The City of Kelowna, Interior Health Authority and The University of British Columbia's Okanagan Campus (hereinafter the Parties) share the need to better understand the relation between healthy citizens and the performance of the built and natural environments they inhabit. This Statement of Cooperation expresses the Parties joint desire to collaborate in research, action and learning. Our collaboration aims to support evidence-based policy enabling healthy citizens to thrive in sustainable urban environments today and into the long-term future. We anticipate collaboration in five areas of mutually reinforcing action:

1. *Study* of long-term planning challenges and the correlation to public health as collaboratively identified, developing understanding and action options ready for implementation in policy.
2. *Implementation* of projects and programs responding to priority challenges and opportunities.
3. *Measurement* of success enabling evaluation of best policy and action options
4. *Learning* from our actions and those of others, to continually place the City of Kelowna and our region in a leadership position.
5. *Sharing* internally and more widely the results of our research and implementation and the processes by which we achieve success together.

**Vision:** A measurably healthier City including citizens and the built environment, arising from evidence-based policy based in rigorous research and learning, taking an integrative and holistic approach to understanding citizens' health and urban sustainability.

**Collaborative Principles:**

The specific research, action and learning activities we undertake together will express, in various ways, our common commitments as public sector institutions. Our common commitments also recognize the special research, learning and action opportunity presented by Kelowna's role as a regional centre in the Okanagan valley and British Columbia's Interior. Enumeration of some of our shared values and practices is intended to express the spirit in which we will collaborate, focused on the needs of each party to the Statement of Cooperation while remaining conscious of the opportunity to generate wider benefits through wider collaboration in specific activities.

- *Collaborative processes:* we advocate and practice co-definition of challenges and opportunities. We understand that collaborative inquiry will require new forms of interaction. This may optionally include, for example, future negotiation of co-location of experts from each organization, mentoring, or joint-reporting. We embrace mutual accountability and benefit, supported by effective communication and evaluation of progress in achieving planned joint goals. We aim to learn from one another and our collaborators, accepting that the way we learn to work together may change each of our organizations for the better.

- *Goal orientation:* while recognizing the importance of broad and deep shared understanding, we remain goal-oriented, taking renewal of the City of Kelowna's Official Community Plan as a key milestone in our longer term relationship.
- *Evidence-based:* collaborative initiatives will be guided by the best evidence on their effectiveness.
- *Balanced:* pursue collaborative initiatives that are universal for all citizens.
- *Whole systems & Multi-jurisdictional approach:* the parties are committed to think and act in a collaborative, joint approach that extends beyond traditional boundaries.
- *Strengths-based:* the collaboration will build on existing organizational strengths and successes.
- *Mutual benefit:* the parties will leverage each other's capacity to meet mutual goals. The parties will use outcomes and recommendations to inform future policy, capital investments and growth strategies that aid the vision of Kelowna's growth strategy.
- *Accountability:* the parties will jointly evaluate the report on collaborative efforts while respecting each party's distinct mandate and accountabilities.

**Initial focus:**

Our initial focus is on jointly-agreed research, action and learning priorities in the following areas:

1. Future housing needs in Kelowna
2. Greenhouse gas targets and citizens choosing change in their emissions-producing activities
3. Urban food security
4. Urban and cross-boundary transit and transport
5. Healthy City Strategy

**Operations planning:**

Each party to the Statement of Cooperation will assign a member to a Steering Committee to be chaired by the City of Kelowna. The Steering Committee will develop detailed project charters for each of the five initial focal activities, recognizing the voluntary nature of collaboration and support from each party, and striving to support experiential learning opportunities for UBC students.

**Resources:**

Each party to the Statement of Cooperation agrees to support the participation of its member of the Steering Committee, and further agrees to strive to provide financial or in-kind supports as appropriate to a given activity, with no obligation to do so, recognizing that many research funding opportunities available to university-based researchers require contributions from benefitting organizations. Unless the relationship of the Parties results in a formal agreement that specifically provides otherwise, each Party will act as specified herein at its own risk and expense in undertaking any of the activities described herein.

Any agreement relating to financial or in-kind contribution from any of the Parties must be in writing and duly authorized and signed by the Parties involved in that undertaking.

**Accountability:**

In order to ensure all parties are collaborating and moving towards a collective goal, the UBC researcher / project lead for each project will be accountable to the Steering Committee and broader project team as follows:

1. Monthly project updates sent to ensure collective understanding of status and actions of the project.
2. Quarterly tracking reports sent to ensure project team has a current understanding of the project scope and deliverables.
3. Quarterly tracking reports that include performance measures to identify progress as it relates to the identified deliverables of individual projects.

**Term:**

The term of this Statement of Cooperation will be 36 months, commencing on 28 October 2014 and ending on 28 October 2017 (the “**Term**”). Any Party may terminate this Statement of Cooperation at any time, upon five business days prior written notice to the other Parties.

**WORKING TIMELINE**

Major Milestones	Duration or Date	Deliverable(s) (optional)
Statement of Cooperation signed between City, UBC and IH.	28 October 2014	Final Statement of Cooperation
Community Housing Needs and GHG targets	Fall 2014 - Fall 2015	Housing needs for Kelowna to inform the OCP and Housing Strategy update and GHG target for Kelowna and implementation into City policies and plans.
Urban food security	2015 - 2016	Food policy / food committee created. Food Security policy framework is established with assigned implementation activities for IH and City.
Healthy City Strategy	September 2017 - 2019	Overarching Healthy City

		Strategy created which incorporates above topic areas. This will inform the 2040 OCP.
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**Total Duration:**  36  MONTHS (based on the milestones table above)

**Non-Binding:** The matters recorded in this Statement of Cooperation represent the expression of sincere intention by the Parties. Until such intention is embodied in a binding written agreement, such expression of intention will not be legally binding upon the Parties.

**Publicity:** The Parties will be entitled to publicly acknowledge the existence of this Statement of Cooperation, the Term and the nature of the relationship between the Parties. Without prior written consent, no Party will have the right to use the other Parties’ trademarks in any promotional or advertising material. Press releases will be made only in accordance with the text mutually agreed upon in advance by all Parties.

**Intellectual Property:** The Parties agree that each Party will retain its own intellectual property and that nothing in this Statement of Cooperation will operate to grant any rights in the Party’s intellectual property to any other Party. However, the Parties agree to disclose to each other any technical achievements under the Collaboration or intellectual property that may be developed in the Collaboration under an appropriate confidentiality agreement which is to be negotiated and duly authorized subsequent to this Statement of Cooperation.

**Confidential Information:** Any exchange of confidential information between the Parties will be governed by a separate written confidentiality agreement.

**Use of Tradenames:** The names, crests and logos of each Party are the intellectual property of that Party, and may not be used without that Party’s express written permission for each specific usage.

Signatures:

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Mayor, City of Kelowna

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City Clerk, City of Kelowna

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Bryan Redford  
Community Integrated Health Services Administrator, Central Okanagan  
Interior Health Authority

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Deborah Buzzard  
Deputy Vice Chancellor  
University of British Columbia, Okanagan campus

# HEALTHY CITY PARTNERSHIP



## PURPOSE

- ▶ The City of Kelowna, the University of British Columbia's Okanagan Campus and Interior Health Authority share the need to better understand the relation between healthy citizens and the performance of the built and natural environments they inhabit.

## VISION

- ▶ A measurably healthier City including citizens and the built environment, arising from evidence-based policy based in rigorous research and learning, taking an integrative and holistic approach to understanding citizens' health and urban sustainability.



## COLLABORATIVE PRINCIPLES

- ▶ Whole systems and multi-jurisdictional approach - the parties are committed to think and act in a collaborative, joint approach that extends beyond traditional boundaries

## COLLABORATIVE PRINCIPLES

- ▶ Mutual benefit - the parties will leverage each other's capacity to meet mutual goals. The parties will use outcomes and recommendations to inform future policy, capital investments and growth strategies that aid in the vision of Kelowna's Official Community Plan.
- ▶ Accountability - the parties will jointly evaluate the report on collaborative efforts while respecting each party's distinct mandate and accountabilities.

## BENEFITS OF A PARTNERSHIP

- ▶ Exchange of knowledge and expertise
- ▶ Synergies for mutually beneficial projects/research
- ▶ Public acceptance
- ▶ Trust
- ▶ Credibility
- ▶ Public engagement



## PHASE 1: HOUSING DENSITY AND GHG EMISSIONS

- ▶ Phase 1 will focus on modeling various housing density scenarios and GHG emissions.
- ▶ This will be utilized as background information for the next OCP update (to commence in 2018).



## SUBSEQUENT PHASES

- ▶ In 2016, Phase 2 is anticipated to include other research and collaboration projects (*subject to budget approval*).
- ▶ In 2017 - 2018 Phase 3 is anticipated to include an overarching Healthy City Strategy (*subject to budget approval*).

# CREATING A HEALTHY AND RESILIENT COMMUNITY



# Report to Council



**Date:** October 22, 2014  
**File:** 1120-21  
**To:** City Manager  
**From:** Graham Hood, Manager Strategic Land Development  
**Subject:** 2014-10-27 Report - Rutland Park Society LTA

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## **Recommendation:**

THAT Council receives, for information, the Report from the Manager, Strategic Land Development dated October 22, 2014;

AND THAT Council approves the Land Transfer Agreement between the City of Kelowna and the Rutland Park Society generally attached as schedule A to the Report of the Manager, Strategic Land Development dated October 22, 2014;

AND THAT the associated costs, estimated to total \$810,000, be charged to Acquisition Project No. 3137;

AND FURTHER THAT the Mayor and City Clerk be authorized to execute all documents necessary to complete these transactions.

## **Purpose:**

To transfer lands owned by the Rutland Park Society for the construction of the Shepherd Road extension and for the City to assume ownership of Rutland Centennial Park.

## **Background:**

In a report to Council dated September 25, 2013 (attached as Schedule 'B'), staff sought Council approval of the Memorandum of Understanding (MOU) between the City of Kelowna and the Rutland Park Society. Council supported the MOU attached as Schedule 'C'. The MOU was conditional on securing funding for the road acquisition and park improvements. The budget request in the amount of \$400,000 for proposed park improvements was approved by Council and \$800,000 in funding for the acquisition of the Shepherd Road corridor was secured.

The Rutland Park Society has disseminated information regarding the transfer to its membership in an effort to garner required support for the Land Transfer Agreement. A vote of the membership was held on August 14<sup>th</sup>, 2014 wherein a two thirds majority of membership was required to vote in favor in order to pass a resolution to sign the agreement. While the majority of the membership supported the agreement, the vote failed to achieve the required two thirds majority threshold. Society executive met with City staff to clarify some of the concerns raised by those members not supportive of the agreement. Language in the Land Transfer Agreement has been simplified and clarified. Staff provided conceptual designs of the Shepherd Road extension to the Society in order to alleviate safety and traffic concerns raised by some members.

At a subsequent vote of the membership at the Society's annual general meeting on October 20<sup>th</sup>, 2014, the approval of the Land Transfer Agreement was passed by the membership.

The agreement will transfer those lands identified as 'Park Transfer Area' in Schedule 'B' of the Land Transfer Agreement to the City, with a covenant on title stipulating they be used in perpetuity for park purposes (those allowable in the P3 zone). The lands identified as 'Road Dedication Area' in the same schedule will be acquired by the City for \$800,000 and immediately be dedicated as road. The Society will invest the funds from the sale of the road into upgrades to the Rutland Centennial Hall. The City will maintain its commitment to invest \$400,000 in park upgrades with construction of these improvements anticipated to begin in the spring of 2015. All significant future investments to the Park will be made consistent with City standards and involve public consultation. The construction of the Shepherd Road extension will occur upon confirmation of funding for the project. Regional Services staff has made a request for the re-allocation of surplus transit funding from the provincial government.

**Financial/Budgetary Considerations:**

Transfer Price:	\$	800,000
Legal	\$	5,000
Survey	\$	5,000
<b>Total Cost</b>	<b>\$</b>	<b>810,000</b>

**Internal Circulation:**

Divisional Director, Community Planning and Real Estate

Manager, Parks and Public Spaces  
Director, Regional Services  
Communications Supervisor, Communications

**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:

**Attachments:**

1. Schedule A - Land Transfer Agreement
2. Schedule B - September 25th, 2013 Council Report
3. Schedule C - MOU
4. Presentation

Submitted by:

Graham Hood, Manager, Strategic Land Development

Approved for inclusion: Derek Edstrom, Director, Real Estate

cc: D. Gilchrist, Divisional Director, Community Planning and Real Estate  
K. O'Rourke, Communications Supervisor, Communications  
D. Noble, Policy & Planning Department Manager  
T. Barton, Manager, Parks and Public Spaces  
R. Westlake, Director, Regional Services  
G. Davidson, Director, Financial Services

## LAND TRANSFER AGREEMENT

THIS AGREEMENT dated for reference October 22, 2014 is

BETWEEN:

**RUTLAND PARK SOCIETY**, Inc. No. S-0002533, 180 Rutland Road North, PO Box 27063  
RPO Willow Park, Kelowna, B.C. V1X 7L7

(the “**Society**”)

AND:

**CITY OF KELOWNA**, 1435 Water Street, Kelowna, B.C., V1Y 1J4

(the “**City**”)

A. The Society is the registered owner in fee simple of land located at 180 Rutland Road North and legally described as:

PID: 019-085-672

Lot B, Section 26, Township 26, Osoyoos Division Yale District, Plan KAP53836

(the “**Land**”);

B. The Society wishes to sell to the City, and the City wishes to purchase from the Society, that area of the Land shown as Park Area on the drawing attached as Schedule “A” (the “**Park Transfer Area**”), and that area of the Land shown as Road Area on the drawing attached as Schedule “A” (the “**Road Dedication Area**”), (collectively, the “**Transfer Lands**”), on the terms and conditions of this Agreement;

THIS AGREEMENT is evidence that in consideration of the payment of \$10.00, the promises below and other good and valuable consideration (the receipt and sufficiency of which each party acknowledges), the Society and the City covenant and agree as follows:

1. **Purchase & Sale:** The City will purchase from the Society, and the Society will sell to the City the Transfer Lands, on the terms and conditions of this Agreement.
2. **Transfer Price** – The Transfer Price for the Transfer Lands will be \$800,000.00 (Cdn. funds) (the “**Transfer Price**”).
3. **Closing Date:** The transfer transaction will be completed on December 15, 2014 (the “**Closing Date**”).
4. **Title:** On the Closing Date, the Society will convey and transfer to the City fee simple title the Park Area, free and clear of all legal notations, liens, charges and

encumbrances, except subsisting conditions, provisos, restrictions, exceptions and reservations, including royalties, contained in the original grant or any other grant or disposition from the Crown, Statutory Right of Way KD1343 in favour of the City and the Covenant (as defined herein) (collectively, the “**Permitted Encumbrances**”) and the Society will cause the Road Area to be dedicated as highway pursuant to section 107 of the *Land Title Act*.

5. **City Conditions Precedent:** The City’s obligation to complete the transfer of the Transfer Lands is subject to the following conditions precedent, which are for the sole benefit of the City and may be waived by the City at its sole discretion:

- (a) on or before October 28th, 2014, the City will be satisfied with the results of its due diligence investigations in respect of the Transfer Lands; and
- (b) on or before October 28th, council of the City will have passed a resolution approving of this Agreement.

In consideration of the \$10.00 non-refundable deposit paid by the City to the Society and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Society, the Society agrees not to revoke its acceptance of this Agreement while it remains subject to the conditions precedent in this section being fulfilled or waived. If the City does not give notice of the satisfaction or waiver of the any of the conditions precedent under this section within the time provided herein, this Agreement shall automatically terminate and neither party will have any further obligations under this Agreement.

6. **Subdivision:** This Agreement is subject to the condition precedent that on or before the Closing Date, a registrable plan of subdivision to subdivide the Land to create the Park Area as a separate parcel of land and to dedicate the Road Area in accordance with section 107 of the Land Title Act (the “**Subdivision Plan**”) will have been approved by the approving officer for the City and by any other governmental approving authority whose approval of that plan is required in order to enable its deposit with the Land Title Office. The foregoing condition may not be waived and if it is not satisfied on or before the Closing Date, this Agreement will automatically terminate and neither party will have any further obligations under this Agreement. The City will, at its expense, cause the Subdivision Plan to be prepared and apply to the approving officer and any other approving authorities for the foregoing approvals and the Society will execute the Subdivision Plan. In the event that there are any conditions of approval imposed by any of the foregoing approval authorities that are unacceptable to the City or the Society, either of them may terminate this Agreement by providing notice to the other party within 10 days following notice of the applicable condition and following such termination neither party will have any further obligations under this Agreement.

7. **Covenant:** On the Closing Date, the City will enter into the covenant agreement with the Society in the form attached as Schedule B and cause the covenant agreement to be

registered as a covenant in favour of the City under section 219 of the *Land Title Act* (the “**Covenant**”).

8. **Possession:** The City will have vacant possession of the Transfer Lands at 12:00 noon on the Closing Date.
9. **Adjustments:** All adjustments, both incoming and outgoing, usually the subject of adjustments between a vendor and a purchaser in connection with the transfer of Property, including adjustments for property taxes, utilities and rents, will be made to the Purchaser Price up to and including the Closing Date.
10. **Closing Documents:** At least 7 days before the Closing Date, the Society will execute and deliver to the City’s solicitors:
  - (a) a transfer of the estate in fee simple of the Park Area from the Society to the City, in a form registrable in the land title office (the “**Transfer**”),
  - (b) the Covenant,
  - (c) the Subdivision Plan (if not already executed by the Society and delivered to the City),
  - (d) a statutory declaration of a senior officer of the Society certifying that the Society is not a non-resident in Canada within the meaning of the *Income Tax Act* (Canada) and that the officer has made reasonable and prudent inquiries to determine the accuracy of the matter certified,
  - (e) a certificate issued by the President of the Society certifying that the Society has taken all necessary or desirable actions, steps and other proceedings to approve and authorize, validly and effectively, the entering into, and the execution, delivery and performance of, this Agreement and the sale and transfer of the Transfer Lands by the Society to the City and that the sale of the Transfer Lands to the City pursuant to this Agreement is within the purposes of the Society as set out in its Constitution,
  - (f) a certified copy of a resolution of the directors of the Society authorizing the Society to enter into this Agreement and to sell the Transfer Lands to the City in accordance with this Agreement, and
  - (g) such other documents, certificates, acts, things and assurances as may be requisite in the opinion of the City’s solicitors for more perfectly and absolutely assigning, transferring, assuring to and vesting title to the Transfer Lands in the City in accordance with the requirements of this Agreement.

The City will cause its solicitors to prepare the closing documents referred to in this section (to the extent preparation is required) and to provide drafts thereof to the

Society's solicitors for review and approval on behalf of the Society. On or before the Closing Date, the City will provide a declaration, duly executed by the City, providing that the City will account for any HST payable in respect of the sale of the Transfer Lands to the City.

11. **Completion** - On or before the Closing Date:
  - (a) the City shall pay the City's solicitors, in trust, the Transfer Price, adjusted in accordance with this Agreement; and
  - (b) forthwith after receipt by the City's solicitors of such payment and of the documents required to be delivered by the Society's solicitors under the preceding section, the City shall cause the City's solicitors to apply to the Land Title Office to deposit and register the Subdivision Plan, the Transfer and the Covenant as an all or nothing concurrent application.
  
12. **Payment:** Upon completion of the subdivision of the Land as contemplated by the deposit of the Subdivision Plan such that in the records of the Land Title Office a separate indefeasible title is issued for the Park Area in the name of the City of Kelowna and that title to the remainder of the Land retained by the Society no longer includes the Park Area and the Road Area and the City is shown in the records of the Land Title Office as the registered owner of the Park Area free clear of all legal notations, liens, charges and encumbrances except for the Permitted Encumbrance, the City shall cause the City's solicitors to deliver to the Society's solicitors a solicitor's trust cheque payable to Society's solicitors, in trust, in the amount of the adjusted Transfer Price.
  
13. **Costs:** The City will pay all land title office registration fees associated with registering the closing documents in the land title office, and any GST payable under the *Excise Tax Act* (Canada) in respect of the sale of the Transfer Lands to the City. The Society will bear all costs of clearing title to the Property, including payment of any bonuses or penalties regarding liens, charges or encumbrances to be cleared. Each party will be responsible for paying its own legal fees and disbursements in relation to the transaction under this Agreement.
  
14. **Risk:** The Transfer Lands shall remain at the risk of the Society until the Transfer is deposited for registration in the land title office and shall thereafter be at the risk of the City.
  
15. **City Investigations:** Prior to the Closing Date the City may, by its employees, contractors and agents, enter onto the Land, and into any improvements thereon or thereto, in order to conduct such inspections, tests, studies, surveys and other investigations of the Land and such improvements as the City may require.
  
16. **Society's Representations and Warranties:** The Society represents and warrants to, and covenants with, the City that the following is true, and will be true on the Closing Date:

- (a) the Society is the registered and beneficial owner of the Land and has good and marketable title to the Land free and clear of all legal notations, liens, charges and encumbrances except for the Permitted Encumbrances,
- (a) the Society is a society duly incorporated, validly existing and in good standing under the *Society Act* (British Columbia), has made all necessary filings required by that Act and has never been struck from the Registrar of Companies maintained by the office of Registrar of Companies for British Columbia;
- (b) the Society has the corporate power, capacity and authority to own and transfer both the legal and beneficial interest in the Land;
- (c) the Society has taken all necessary or desirable actions, steps and other proceedings to approve and authorize, validly and effectively, the entering into, and the execution, delivery and performance of, this Agreement and the sale and transfer of the Transfer Lands by the Society to the City,
- (d) there is no action, suit, claim, litigation or proceeding pending or, to the knowledge of the Society, threatened with respect to the Society or the Land that could affect the right of the City to own the Transfer Lands or the ability of the Society to perform their obligations under this Agreement,
- (e) neither the execution of this Agreement nor its performance by the Society will result in a breach by the Society of any term or provision or constitute a default under any indenture, mortgage, deed of trust or any other Agreement to which they or either of them are bound,
- (f) the Society is a resident of Canada within the meaning of the *Income Tax Act* (Canada),
- (g) no lien under the *Builders Lien Act* exists or is claimed with respect to the Land or any part of the Land and there are no debts due or owing for any work, labour, service or materials provided to or performed on the Land under which a lien could arise under the *Builders Lien Act*,
- (h) to the best of the Society's knowledge, there are no underground storage tanks on the Land,
- (i) to the best of the Society's knowledge, there is no urea formaldehyde insulation or asbestos in any improvements on, to or under the Transfer Lands or any hazardous or toxic wastes in any improvements on, to or under the Transfer Lands, and
- (j) the Transfer Lands are vacant and unoccupied.

- 17. **Investment in the Park Area** – Following the completion of the transaction contemplated by this Agreement, the City will, before January 1<sup>st</sup>, 2016, invest \$400,000 to improve the condition of the Park Area (the "Improvements"). Significant future improvements to the Park Area beyond the identified \$400,000 are to be made in consultation with citizens through a public input process. Future improvements to the park area will be consistent with City of Kelowna standards for park development.
- 18. **Building Investment** – The Society covenants to use the Transfer Price funds paid by the City to the Society pursuant to this Agreement to repair and upgrade the Rutland Centennial Hall building located on the remainder of the Land retained by the Society and to use a transparent tender process to engage a contractor to perform such work for the Society.

**Miscellaneous**

- 19. Time shall be of the essence of this Agreement.
- 20. There are no representations, warranties, guarantees, promises or agreements other than those contained herein, all of which survive the completion of the transfer of the Transfer Lands contemplated by this agreement and shall not merge with the Transfer or its registration.
- 21. This Agreement shall be governed by and construed in accordance with the laws of British Columbia.
- 22. This Agreement may be executed in any number of counterparts, and each executed counterpart will be considered to be an original. All executed counterparts taken together will constitute the agreement.

AS EVIDENCE of their agreement to be bound by the above terms and conditions, the parties have executed this agreement on the dates written below.

**RUTLAND PARK SOCIETY** by its authorized signatories:

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

  
 \_\_\_\_\_  
 Name: Gary F. Benson.

Date: 22 October, 2014

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

\_\_\_\_\_  
 Mayor:

\_\_\_\_\_  
 Corporate Officer:

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

Schedule A: Draft Subdivision Plan

Schedule B: Form of Covenant

**TERMS OF INSTRUMENT - PART 2**

**PARK COVENANT**

This agreement dated for reference \_\_\_\_\_, 2014 is

BETWEEN:

**CITY OF KELOWNA**, 1435 Water Street, Kelowna, B.C., V1Y 1J4

(the "Owner")

AND:

**CITY OF KELOWNA**, 1435 Water Street, Kelowna, B.C., V1Y 1J4

(the "City")

AND:

**RUTLAND PARK SOCIETY**, Inc. No. S-0002533, 180 Rutland Road North,  
PO Box 27063 RPO Willow Park, Kelowna, B.C. V1X 7L7

(the "Society")

GIVEN THAT pursuant to a purchase and sale agreement between the Society and the Owner dated for reference February 14, 2014, the Society sold to the City the land legally described in the *Land Title Act* (British Columbia) Form C to which this Agreement is attached (the "Land") and the Owner agreed with the Society firstly, to grant to the City a covenant under section 219 of the *Land Title Act* in accordance with this Agreement and secondly to covenant under seal with the Society in accordance with this Agreement, THIS AGREEMENT is evidence that in consideration of the above, and other good and valuable consideration (the receipt and sufficiency of which the Owner acknowledges), the Owner covenants and agrees with the Society, as a covenant under seal, and with the City, as a covenant under section 219 of the *Land Title Act*, as follows:

1. **Land Use Restriction** – The Land shall only be used for such purposes as are permitted within the P3 Zone of the City of Kelowna Zoning Bylaw No. \_\_\_\_\_, as that bylaw stands on the date of registration of this Agreement in the land title office.
2. **Runs With Land** – As a term of the section 219 covenant granted to the City under this Agreement, this Agreement shall burden and run with, and bind the successors in title to, the Land and each and every part into which the Land may be subdivided.

- 3. **No Assignment by Society** – As a term of the covenant under seal with the Society under this Agreement, the Society agrees that it may not assign the benefit of this Agreement.
- 4. **Severability** - If any part of this Agreement is for any reason held to be invalid by a decision of a court with the jurisdiction to do so, the invalid portion is to be considered severed from the rest of this Agreement and the decision that it is invalid does not affect the validity of the remainder of this Agreement.

As evidence of their agreement to the above, the Owner and the City have each executed the *Land Title Act* Form C or D to which this Agreement is attached and the Society has executed this Agreement below.

Signed, Sealed and Delivered in the presence of:	)	Rutland Park Society by its authorized signatory(ies)
	)	
_____	)	
Name	)	_____
	)	
_____	)	
Address	)	_____
	)	
_____	)	
Occupation	)	
	)	
Date: _____	)	

END OF DOCUMENT

# Report to Council



Date: September 25, 2013  
File: 1120-20  
To: City Manager  
From: Graham Hood, Manager Strategic Land Development  
Subject: Rutland Centennial Park Society Update

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**\*\*CONFIDENTIAL\*\***

## Recommendation:

THAT Council receives, for information, the Report from the Manager, Strategic Land Development dated September 25, 2013;

AND THAT Council authorize Staff to negotiate and execute a Memorandum of Understanding with the Rutland Park Society for the acquisition of the Shepherd Road extension and redevelopment of Rutland Centennial Park under the general terms and conditions provided in the report;

AND FURTHER THAT information regarding this transaction will not be released to the public until all associated, affected, or related acquisitions, dispositions or expropriations, and/or negotiations are complete and, where applicable, registered pursuant to the Land Title Act, R.S.B.C. 1996, c.250.

## Purpose:

To update Council on the proposed Memorandum of Understanding with the Rutland Centennial Park Society ("the Society") for the redevelopment of Rutland Centennial Park and Hall.

## Background:

In early 2013 staff undertook efforts to deliver on Council's interest to revitalize Rutland. In particular an initiative that would improve the privately held Rutland Centennial Park and Rutland Centennial Hall (see drawing attached as Schedule 'A'). In April of 2013, staff engaged the Society in discussions with a mutual desire to see the condition of both the park and hall improved. Staff undertook a detailed conditional assessment of the Hall and Park in the spring of 2013. The City and Park Society have had multiple discussions throughout the year to outline desired outcomes for the lands, which resulted in several options for redevelopment. Ultimately, the parties have agreed upon a general set of principles to form the basis of a memorandum of understanding ("MOU").

The following outlines the parameters of the discussion, which influence the options for redevelopment:

#### **ROAD**

The extension of Shepherd Road will improve transit circulation for the recently constructed transit stop on Shepherd Road and increase connections to the town centre area to help improve commercial viability. The market value of land for the road alignment required for the extension is estimated at \$800,000. The dedication of this roadway will facilitate the connection of Shepherd Road from Roxby road to Rutland road. The majority of the area to be dedicated currently operates as a private drive providing access to the hall and park. The future construction of the roadway will have minimal impact on the current useable park space as the existing condition is mostly driveway and parking.

#### **PARK**

The conditional assessment of the park was performed by City Parks Staff. The park needs significant upgrades to bring up to City standard park levels. The Park Society has struggled to maintain the park in recent years due to financial constraints. Despite its relatively poor condition, the park is perceived to have high public profile and its strategic location within the town centre makes the green space ideal for upgrades and re-investment.

With upgraded irrigation and proper maintenance, the Park could be brought up to City standard within one calendar year. The City estimates that an investment of approximately \$400,000 would allow the park to be brought to City standards and upgraded to a level which would significantly increase citizen use and enjoyment of the space. Works would include a new water service, a new soccer pitch with bleacher seating, some perimeter grass & tree plantings and an entrance planting bed with signage. Additional amenities to the park could be added in future years pending budget allocation such as a playground, parking lot, pathways, and washroom building.

#### **BUILDING**

The conditional assessment indicated that the Centennial Park Hall needs both immediate and long term upgrades to allow for safe continued operations and programming of the community space. The building currently houses daycare facilities and provides a needed bookable community space.

There is approximately a building lifecycle backlog of \$1 Million which needs to be invested into the Hall in order to be brought up to the City of Kelowna building standards for operations. Of the \$1 million approximately \$190,000 are required immediately to address regulatory, life safety, failed equipment, deferred maintenance and building system repair. Both the City and the Society have expressed a desire to invest all proceeds from the road acquisition into the upgrade of the building space.

#### **MEMORANDUM OF UNDERSTANDING**

The Park Society has a desire to maintain ownership of the Centennial Hall and would be willing to gift the park to the City under the condition that a covenant be placed on title to ensure that the lands remain a park in perpetuity. The City has an interest in obtaining the future road alignment and securing control of the Park space for future maintenance and programming.

The following outlines the proposed general terms and conditions of the MOU:

- Existing park land to be transferred to the City of Kelowna
- Park to be covenanted to remain a public park space in perpetuity
- City commits funding to upgrade, operate and maintain the park
- Society to participate in the design process for park upgrades
- City to acquire desired road right of way at market value
- Society commits to reinvest all funds from road acquisition into building upgrades through a transparent tender process
- The City and Society agree to engage in further discussions regarding the programming of the park and hall

**Financial/Budgetary Considerations:**

The proposed MOU has significant funding requirements which will need to be secured in order to follow through with the redevelopment.

**ROAD COSTS**

Staff has identified alternatives to acquire the currently unfunded costs of the Shepherd Road extension. The preferred funding source includes the re-allocation of funds from the Rapid Bus Project. A surplus from this overall project exists and the Director of Regional Services will make a request to BC Transit and the Ministry of Transportation for the re-allocation of these funds in the fall of 2013. The proposal seeks to re-allocate \$3.7 million in funding in order to secure and construct the Shepherd Road extension.

Road Acquisition Cost	\$800,000
Road Construction Cost	\$2,900,000
Total Road Project Cost	\$3,700,000

The road construction cost is estimated at \$2.9 million and is not considered within the scope of the MOU. Should the re-allocation of funds to include construction of the corridor from the Rapid Bus Project not be secured, alternative funding sources will need to be found to construct the road improvements at some later date.

In addition to the Rapid Bus project, the City has been holding in its reserve approximately \$500,000 from a previous budget to realign McIntosh Road into Mugford Road. This is no longer a priority realignment project. As a secondary funding option, Council could choose to re-allocate these funds for the land acquisition associated with this project.

Finally, as a last resort, the City could potentially seek to dispose of City owned properties in the Rutland neighborhood which were acquired for road realignment purposes. The proceeds from these sales could be allocated to this project. This option, of course, relies on a buoyant real estate market and would have to be investigated further if necessary.

**PARK COSTS**

Staff will be bringing forward a priority two capital budget request in the amount of \$400,000 for 2014 for the upgrades desired for the park. The memorandum of understanding will be contingent upon the approval of this budget request.

**MOU CONTINGENCY**

The MOU will be contingent upon the securing of a funding source for the land acquisition costs and a funding source for park upgrades. The preferred source for the land acquisition is the reallocation of transit funding. The MOU is not contingent upon the securing of a funding source for construction of the road.

**Internal Circulation:**

Divisional Director, Community Planning and Real Estate  
Director, Financial Services  
Manager, Regional Projects  
Manager, Parks and Public Spaces  
Manager, Building Services

**Considerations not applicable to this report:**

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

**Submitted by:** G. Hood, Manager, Strategic Land Development

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

cc: D. Gilchrist, Divisional Director, Community Planning & Real Estate  
C. Weaden, Director, Communications  
R. Westlake, Director, Regional Services  
T. Barton, Parks and Public Spaces Manager  
M. Johansen, Manager, Building Services  
J. Vos, Divisional Director, Infrastructure  
T. Sophonow, Parks Supervisor  
C. Babcock, Community Recreation Coordinator  
J. Gabriel, Division Director, Active Living and Culture  
J. Paterson, Executive Director, Business Development

## **MEMORANDUM OF UNDERSTANDING**

### **Between City of Kelowna and Rutland Parks Society**

### **Regarding the transfer of Rutland Centennial Park**

#### **1.0 INTRODUCTION**

This Memorandum of Understanding (the “MOU”) outlines the current understanding between the City of Kelowna (the “City”) and The Rutland Park Society, (the “Society”) for the future of Rutland Centennial Park. The specific lands have the current legal description: Lot B, Plan 53836 (the “Lands”).

#### **2.0 PURPOSE OF AGREEMENT**

The purpose of this memorandum is to outline the nature of agreement between the City and Society regarding the future use and transfer of a portion of the Lands. The City and Society are in agreement that mutually acceptable terms can be reached for the future use and transfer of a portion of the “Lands”.

The understanding is founded on the principles whereas the Society and the City wish to ensure the future use of the Lands is public in nature, in the form of a park, road and community hall.

This agreement shall be used to form the basis of understanding for a future “Land Transfer Agreement” between the City and Society, pending Council and Society approval of the future transfer of a portion of the Lands. The intent of the agreement is to provide a level of comfort to the City and the Society in regards to the future transfer of lands and to outline commitments to be made by the parties surrounding the transfer of lands and future land use.

All parties acknowledge that entering into a binding agreement is subject to confirmed funding for the acquisitions by the City. The Society also seeks to gain membership support of the proposed future land transfer agreement by membership via the MOU.

#### **3.0 TERMS OF AGREEMENT**

The following outlines the current understanding between the parties with respect to the future Land Transfer Agreement. The final agreement is dependent upon the road alignment, road valuation, park covenant terms and compensation payable.

##### **3.1 Transfer of Park Land**

- 3.1.1 Land Transfer - The parties are in agreement that the area of land to be transferred to the City should be the area outlined in the attached Schedule 'A' as 'Park Transfer Area'.
- 3.1.2 Park Covenant - The parties are in agreement that a covenant shall be placed on title of the 'Park Transfer Area' requiring that the land remain a public space in perpetuity. The terms and conditions of the covenant are to be finalized through the Land Transfer Agreement and may include naming rights by the Society.
- 3.1.3 Park Development - The City will commit to improving the condition of the park from its current state. The City will allow the Park Society to participate in the park upgrade design process with City staff.
- 3.1.4 Park Operations - All future park operations and associated costs will be the responsibility of the City.

## 3.2 Road Dedication

- 3.2.1 Road Dedication - The parties are in agreement that the area of land to be transferred to the City should be the area outlined in the attached Schedule 'A' as 'Road Dedication Area'.
- 3.2.2 Road Construction - The parties are in agreement that the construction of the future road alignment is not contemplated as a condition of the Land transfer Agreement and will be constructed by the City as funding is available.
- 3.2.3 Road Compensation - The compensation payable to the Society for the dedication of road will be based on an independent market value appraisal for the land dedication area.

## 3.3 Rutland Centennial Hall

- 3.3.1 Building Investment - The Society agrees that all compensation received from the road dedication will be invested into infrastructure maintenance and upgrades in the Rutland Centennial Hall currently located on the Lands. The Society agrees to use a transparent tender process to select those who will perform the maintenance and upgrades on the building.

3.3.2 Building Operations & Ownership - The parties are in agreement that future ownership and maintenance responsibilities will remain with the Society.

3.4 Park and Building Programming

3.4.1 The parties are in agreement that all future programming of the Park will be the responsibility of the City and all future programming of the Hall will be the responsibility of the Society. The parties agree to engage in future discussions regarding the programming of both the park and hall to seek opportunities for mutual benefit related to programming of the spaces.

4.0 NEXT STEPS

Upon execution of the MOU the City will seek funding sources required for the upgrades to the park, road acquisition and road construction. Should the City secure funding for the park upgrades and road acquisition, both parties agree that the next appropriate step is to enter into a Land Transfer Agreement. The Land Transfer Agreement shall be similar in both terms and intent to current MOU between the participants for land transfer, future use and programming.

This Letter of Understanding is dated \_\_\_\_\_ and signed by:

\_\_\_\_\_  
D. Gilchrist, Divisional Director  
Community Planning & Real Estate  
City of Kelowna

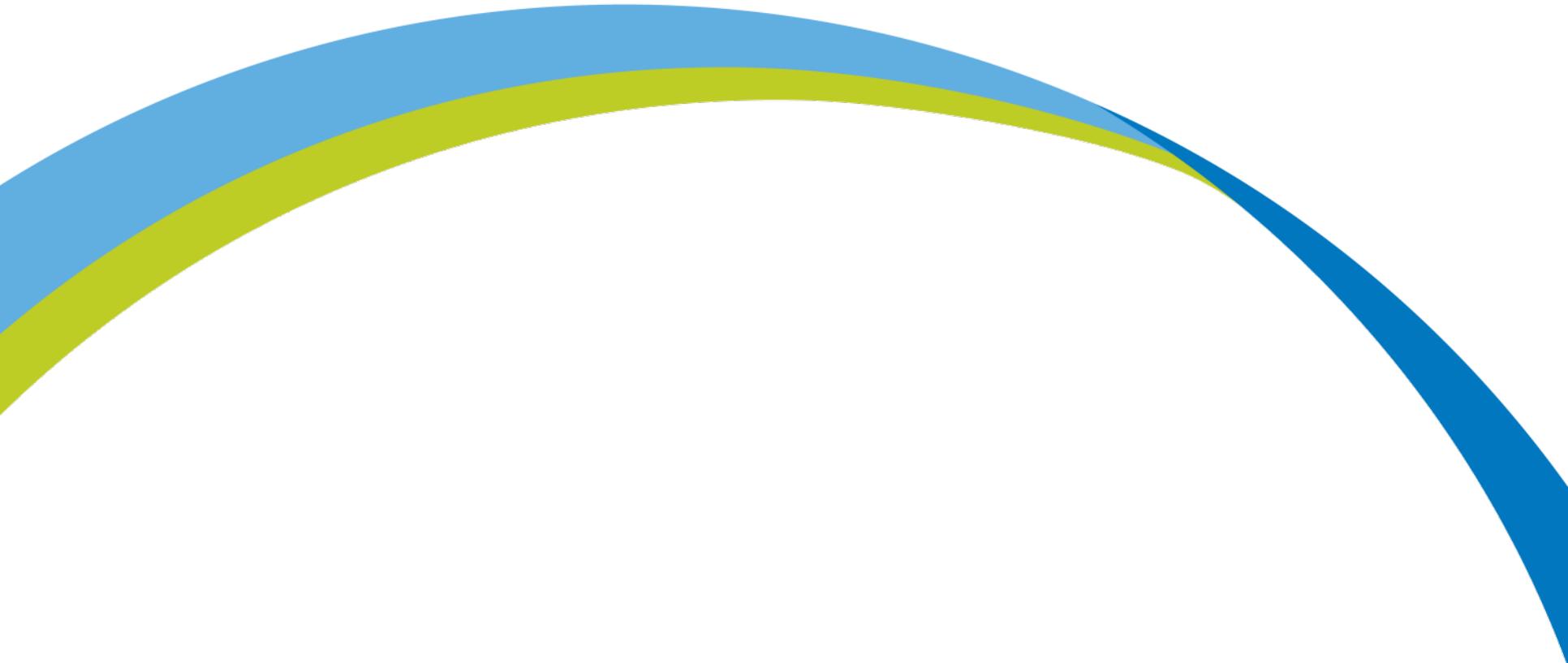
\_\_\_\_\_  
Todd Sanderson  
Board Member  
Rutland Park Society

SCHEDULE 'A'



# RUTLAND CENTENNIAL PARK

## Land Transfer Agreement



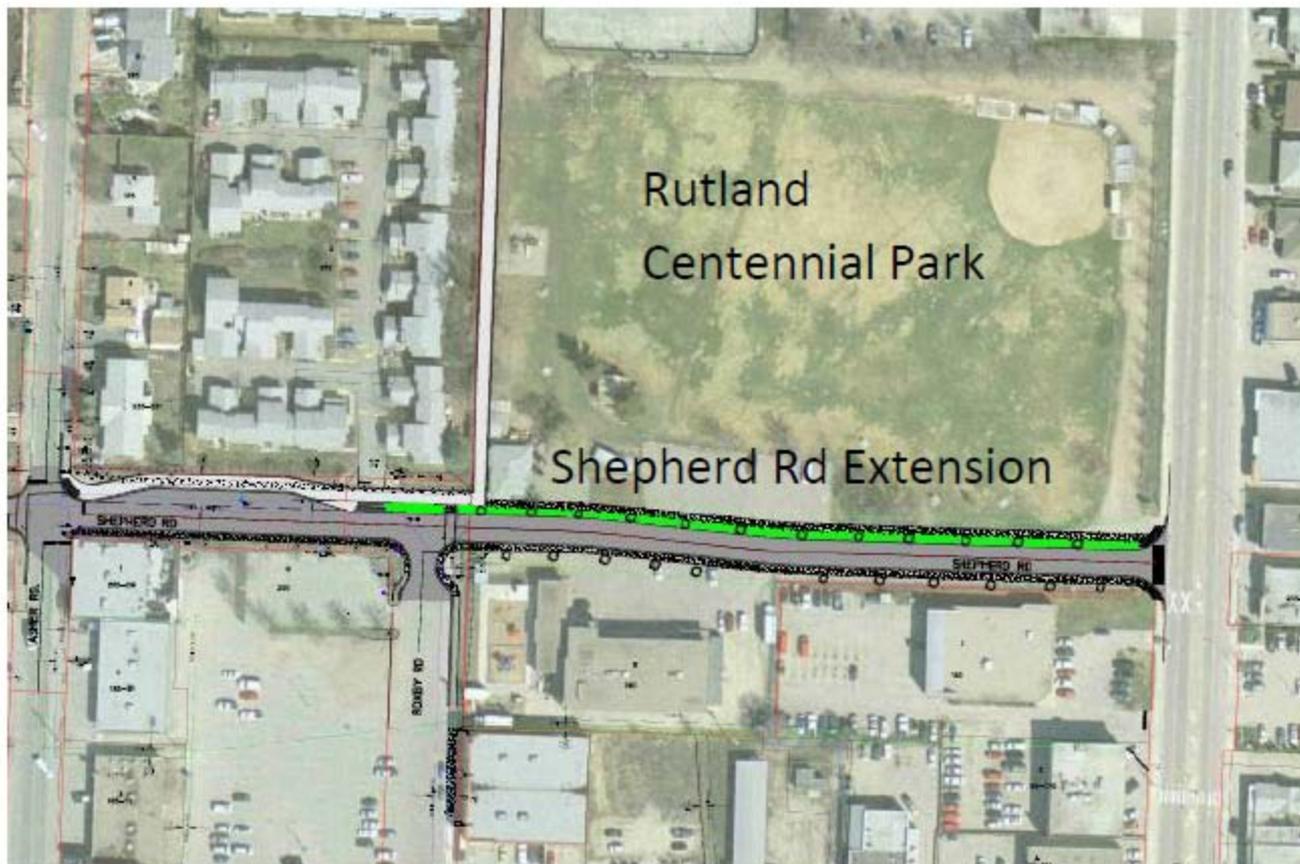
## PROCESS

- ▶ Memorandum Of Understanding
- ▶ Land Transfer Agreement
- ▶ Society vote - (71.7% in favor)
- ▶ Next steps

## MOU

- ▶ Fall 2013
- ▶ Road Alignment/Transit Connection
- ▶ Park
- ▶ Building

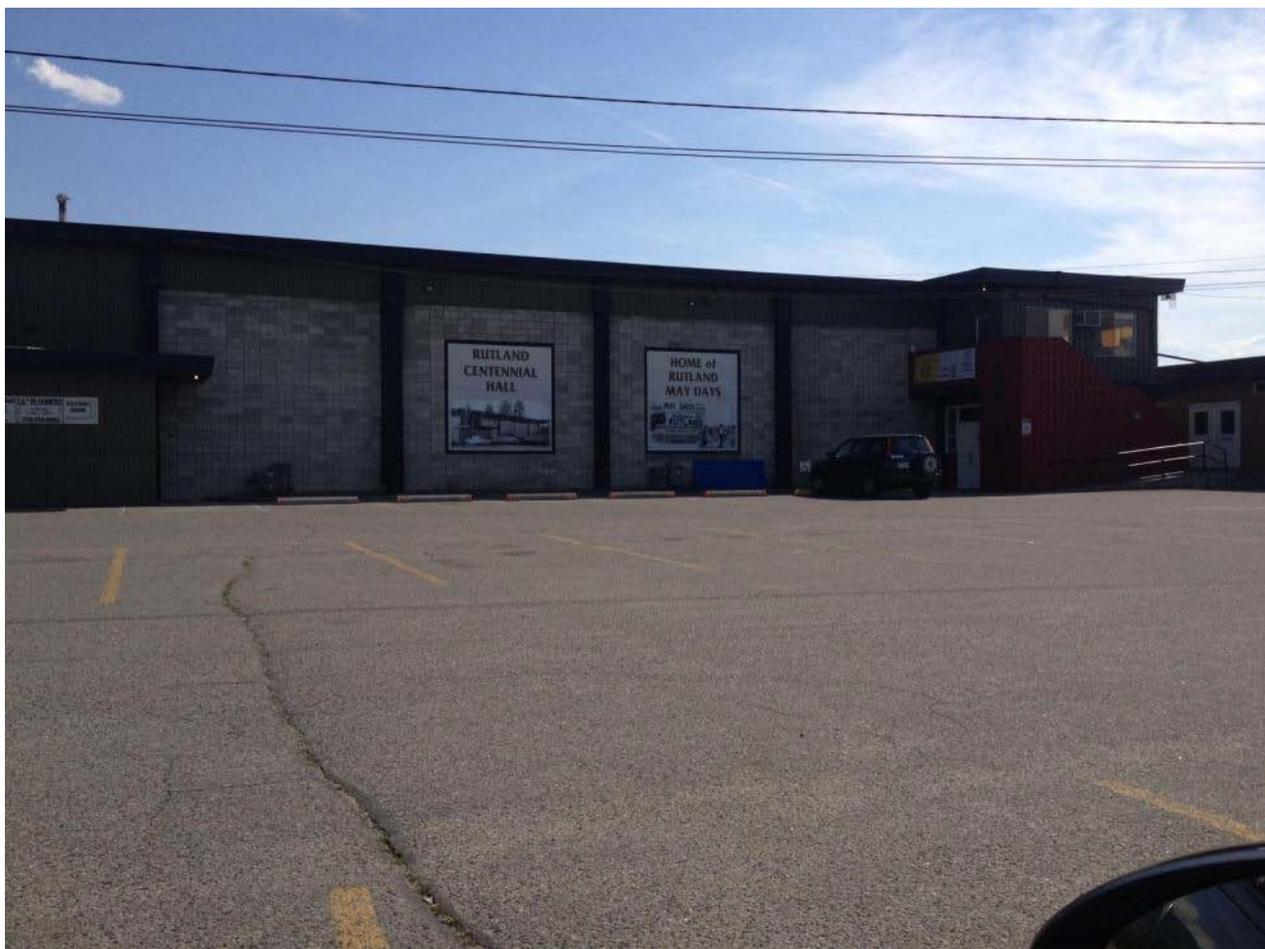
# ROAD



# PARK



# BUILDING



## MEMORANDUM OF UNDERSTANDING

- ▶ Land transfer
- ▶ Park
  - ▶ Covenant, upgrade, operations and maintenance
  - ▶ Programming
- ▶ Road
  - ▶ Market value
- ▶ Hall
  - ▶ Upgrades

## LAND TRANSFER AGREEMENT

- ▶ Road Acquisition
  - ▶ \$800,000
  - ▶ Budget
- ▶ Park Transfer
  - ▶ \$1 with covenant
  - ▶ Immediate improvements (\$400,000)
  - ▶ Future improvements
- ▶ Building upgrades
  - ▶ Covenanted to be made by Rutland Park Society

# FINANCIAL IMPLICATIONS

## ▶ ROAD

- ▶ \$2.1 Million to Construct
- ▶ Re-allocation of provincial transit funding

## ▶ PARK

- ▶ \$400,000 to revitalize
- ▶ \$50,000 annually to maintain
- ▶ Future investment

## NEXT STEPS

- ▶ Execute Agreement
- ▶ Road dedication survey
  - ▶ October/November
- ▶ Land transfer
  - ▶ November
- ▶ Initial park improvements
  - ▶ 2015
- ▶ Road construction/Future park improvements
  - ▶ Dependant on funding

# Report to Council



**Date:** 10/22/2014  
**File:** 1620-15  
**To:** City Manager  
**From:** Mariko Siggers, Event Development Supervisor  
**Subject:** Center of Gravity Update

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## **Recommendation:**

That Council receives, for information, the report from the Event Development Supervisor dated October 22, 2014 regarding the Center of Gravity Festival.

## **Purpose:**

To provide Council with an update on the 2014 Center of Gravity Festival and to inform Council of future plans for the event.

## **Background:**

Center of Gravity is organized by Wet Ape Productions (Wet Ape) and has been held in Kelowna since 2007. It is a showcase for sports and music featuring high level athletes in seven different sports and highly recognized musical acts.

Following the 2013 Center of Gravity Festival, concerns were identified regarding the significant demands the event had on emergency services as well as the impact on surrounding neighbourhoods. An extensive review of the festival was conducted to determine how to address the concerns and the best ways to improve the event moving forward.

The review resulted in the development of a comprehensive, multi-faceted plan by the Outdoor Events Committee in conjunction with Wet Ape. Council will recall a report from staff on May 12, 2014, that identified the various elements of this plan:

- *Move Center of Gravity off the August long weekend*
- *Change the music genre and schedule more live (versus DJ) entertainment to promote a more diverse audience*
- *Focus marketing on the daytime sport events*
- *Align event capacity numbers with available security and emergency services resources*

- *Implement strategies to minimize damages to the sport field*
- *Implement a more robust security plan in collaboration with Wet Ape, RCMP and security to addresses on-site security checks, contraband controls, site layout and emergency access*
- *Enhanced patrols in neighborhood south of the bridge to deter on street camping and inappropriate behavior*
- *Enforcement of parking regulations (permit only) for residential areas*
- *Create and implement an off-site security plan including additional RCMP resources and road closures on Abbott, Leon and Lawrence Avenues*
- *Improve transportation options during late night/early morning hours*
- *Better waste management strategies on site and in adjacent neighbourhood to the south.*
- *Deny approval of any applications for late night liquor extensions for the nightclubs during the Center of Gravity weekend.*

In the months following the 2014 Center of Gravity event, the Outdoor Events Committee undertook a review of the event and collected information from community stakeholders including emergency services, residents, Downtown Kelowna Association, Kelowna General Hospital, the Hotel/Motel Association and Tourism Kelowna. Staff and Council also received a number of unsolicited letters and emails regarding the event. Wet Ape had made a request to move the festival back to the August long weekend and so staff also inquired with stakeholders about August long weekend in 2014 compared with 2013 (when Center of Gravity was held).

The multi faceted plan appears to have had a positive effect on both the 2014 COG weekend itself and on the 2014 August long weekend.

- *Letters were received from downtown businesses applauding the move and indicating record business sales on the August long weekend 2014 and fewer issues on the COG weekend.*
- *Letters from residents and park users about how nice it is to have full access to downtown parks on the long weekend.*
- *Changing the music genre, implementing conditions on decibel levels and revising the entertainment schedule resulted in a somewhat older audience and fewer noise complaints.*
- *Moving the main concert venue to the north field reduced the impact on the sport field dramatically. The soccer field was ready for play three weeks after the event which is the normal maintenance shut down for all sport fields.*
- *Enhanced on-site security plan resulted in less security related issues on site, smaller line-ups and better flow throughout site.*
- *Parking restrictions and bylaw patrols south of the bridge resulted in a significant improvement in the experience of the residents. Staff received several letters and in-person comments complimenting the City on the plan and the implementation. Bylaw officers also received numerous compliments while exercising their duties in the neighbourhood during the COG weekend.*

- *This neighbourhood was much cleaner than 2013. Garbage on the street was almost non-existent.*
- *The off-site security plan, including additional RCMP resources and road closures on Abbott, Leon and Lawrence Avenues was effective. RCMP reported that the weekend was manageable with the resources that were allocated. There were also fewer incidents involving gang members than in 2013.*
- *Wet Ape's improved shuttle service to the COG House, hotels and UBCO residences worked as planned, helping reduce congestion downtown.*
- *Not extending bar hours to 4:00 a.m. resulted in fewer incidents downtown and the area being vacated much earlier than in 2013.*

It is important to emphasize that throughout the planning and implementation process, there has been excellent cooperation from all members of the Outdoor Events Committee, City residents and Wet Ape. In total, over \$26,000 in additional enforcement services was provided to the community, all of which was funded by Wet Ape. The intent of implementing the above mentioned changes was to reduce the problems associated with the event and it appears that overall, the changes had the desired effect.

The event is not without its challenges. Illicit drugs on site continue to be a cause for concern with a number of transports to KGH requiring treatment for drugs and alcohol. RCMP, BC Ambulance and the security team were all busy managing crowds and dealing with drug and alcohol related incidents. While overall RCMP files were lower in 2014, crime is still a concern with this event.

The Outdoor Event Committee met with Scott Emslie and his team from Wet Ape Productions on September 3, 2014 for a debrief session. The organizers were satisfied with the changes implemented and felt the festival ran smoothly. Unfortunately, from the event organizers perspective, COG 2014 was not a financial success. However, Wet Ape has informed the City that, despite the financial challenges of the 2014 COG event, they are working on solutions to continue COG in Kelowna in 2015.

The Outdoor Event Committee would like Center of Gravity to continue in Kelowna; however, the committee does not endorse permitting it on August long weekend. The Committee recognizes Wet Ape as an excellent organization and is committed to working with them to find viable solutions to continue COG in 2015.

**Internal Circulation:** Divisional Director, Active Living & Culture; Communications Advisor; Parking Manager; Bylaw Services Manager; Parks Community Relations Coordinator

Submitted by: M. Siggers, Event Development Supervisor

**Approved for inclusion by:**

Attachments:

cc: Sport and Event Development Manager

**Considerations not applicable to this report:**

External Agency/Public Comments:

Legal/Statutory Authority:

Legal/Statutory Procedural Requirements:

Existing Policy:

Financial/Budgetary Considerations:

Personnel Implications:

Communications Comments:

Alternate Recommendation:



City of  
**Kelowna**

# CENTER OF GRAVITY

2014 Summary



## BACKGROUND



8<sup>th</sup> year of  
event

Over 400  
athletes in 8  
sports

35 musical  
acts

20,000  
visitors over  
3 day event

# EVENT PROFILE



300,000 visits to COG website



27,000 Facebook fans

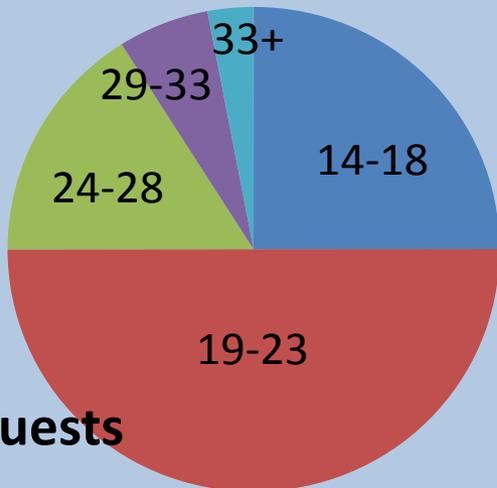


5600 Twitter followers

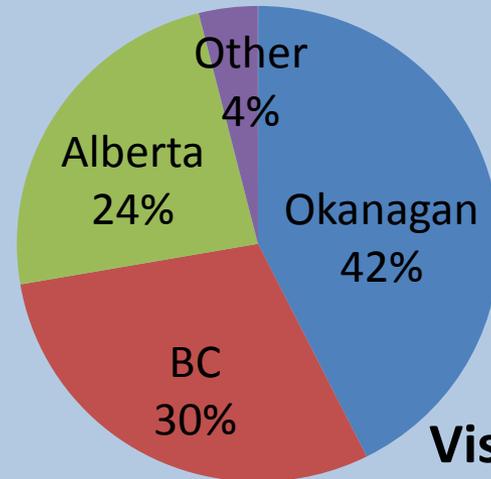


250,000 video views

4000 Instagram followers



Age of Guests



Visitors

## 2014 IMPROVEMENT STRATEGIES



### Resources

- Date change
- Align capacity
- Security plan
- Late night crowd management

### Demographics

- Music genre
- Sport focus

### Community

- Park usage
- Waste management
- Neighbourhood patrols/parking
- Off-site security plan

## RESULTS



- Well received by community and businesses
- Manageable crowds reported
- Reduced sport field damage
- Not a financial success for organizer

## 2015

- Implement same strategies as 2014
- Continue to permit on non-long weekend date
- Work with OEC to identify and implement additional improvements to site and security
- Wet Ape exploring opportunities to improve financial viability for long term sustainability



# QUESTIONS



## DRAFT RESOLUTION

Re: 2015 Council Meeting Schedule

Staff is recommending the following schedule for regular Council Meetings in 2015:

THAT the 2015 Council Meeting Schedule be adopted as follows:

Monday Regular Meetings

January 12, 15\*, 19 and 26  
February 2, 16 and 23  
March 2, 9, 16, 23 and 30  
April 13, 20 and 27  
May 4, 11 and 25  
June 1, 15, 22 and 29  
July 13 and 27  
August 10 and 24  
September 10\*, 14 and 28  
October 5, 19 and 26  
November 2, 9, 16, 23 and 30  
December 7, 14 and 17\*

Public Hearing/Regular Meetings

January 13  
February 3 and 17  
March 3, 17 and 31  
April 14 and 28  
May 12 and 26  
June 16 and 30  
July 14 and 28  
August 11 and 25  
September 15 and 29  
October 6 and 20  
November 3 and 17  
December 1 and 15

- \* January 15<sup>th</sup> - 2015 Budget Deliberations
- \* September 10<sup>th</sup> - Pre-Budget Council Meeting
- \* December 17<sup>th</sup> - 2016 Budget Deliberations

**BACKGROUND:**

The recommended schedule provides for thirty-seven (37) Monday Council Meetings (excluding the January 15<sup>th</sup> 2015 Budget Deliberations, the September 10<sup>th</sup> Pre-Budget Council Meeting and the December 17<sup>th</sup> 2016 Budget Deliberations) and twenty-four (24) Public Hearing/Regular Council Meetings. As in previous years, the schedule accommodates Council's attendance and participation at the SILGA, FCM and UBCM annual conventions, as well as the LGLA 2015 Elected Officials Seminar.

Date: October 21, 2014

File: 0610-50



Office of the City Clerk  
 1435 Water Street  
 Kelowna, BC V1Y 1J4  
 250 469-8645  
 kelowna.ca

# Council Meeting 2015 Schedule

October 2014

Monday Regular Meetings (8:30 am/1:30 pm)

Public Hearing/Regular Meeting (6:00 pm)

2015 Budget Deliberations [Jan 15]

2016 Pre-Budget Meeting [Sept 10] (8:30 am)

2016 Budget Deliberations [Dec 17]

Summer Schedule

Stat Holiday

Conventions:

SILGA: April 29 - May 1 (Kamloops)

FCM: June 5 - 8 (Edmonton)

UBCM: September 21 - 25 (Vancouver)

Seminars:

LGLA 2015 Elected Officials Seminar (SILGA): January 20 - 22 (Kelowna)

JANUARY						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

FEBRUARY						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28

MARCH						
S	M	T	W	T	F	S
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22	23	24	25	26	27	28
29	30	31				

APRIL						
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19	20	21	22	23	24	25
26	27	28	29	30		

MAY						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

JUNE						
S	M	T	W	T	F	S
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21	22	23	24	25	26	27
28	29	30				

JULY						
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12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

AUGUST						
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16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

SEPTEMBER						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

OCTOBER						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

NOVEMBER						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

DECEMBER						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

**CITY OF KELOWNA**

**BYLAW NO. 11000**

**Road Closure and Removal of Highway Dedication Bylaw**  
**(Portion of Lane adjacent to 460 Doyle Avenue)**

**A bylaw pursuant to Section 40 of the Community Charter to authorize the City to permanently close and remove the highway dedication of a portion of Lane adjacent to 460 Doyle Avenue**

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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 73.7 m<sup>2</sup> shown in bold black as Road to be Closed on the Reference Plan EPP44170, prepared by Runnalls Denby, is hereby stopped up and closed to traffic and the highway dedication removed.
2. The Mayor and City Clerk of the City of Kelowna are hereby authorized to execute such conveyances, titles, survey plans, forms and other documents on behalf of the said City as may be necessary for the purposes aforesaid.

Read a first, second and third time by the Municipal Council this 6<sup>th</sup> day of October, 2014.

Approved Pursuant to Section 41(3) of the Community Charter this 10<sup>th</sup> day of October, 2014.

Blaine Garrison  
(Approving Officer-Ministry of Transportation)

Adopted by the Municipal Council of the City of Kelowna this

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Mayor

---

City Clerk

