



Regular Council Meeting
to be held at
City of Penticton Council Chambers
171 Main Street, Penticton, B.C.

Tuesday, May 22, 2018
at 1:00 p.m.

1. **Call Regular Council Meeting to Order**

2. **Introduction of Late Items**

3. **Adoption of Agenda**

4. **Recess to Committee of the Whole**

5. **Reconvene the Regular Council Meeting**

6. **Adoption of Minutes:**

6.1	Minutes of the May 8, 2018 Committee of the Whole	1-2	Receive
6.2	Minutes of the May 8, 2018 Public Hearing	3-6	Receive
6.3	Minutes of the May 8, 2018 Regular Council Meeting	7-14	Adopt
6.4	Minutes of the May 11, 2018 Special Council Meeting	15-16	Adopt

7. **Committee and Board Reports**

7.1 Arts Creative & Cultural Innovations Advisory Committee Minutes of April 27, 2018 17-20
Staff Recommendation: THAT Council receive the draft minutes of the Arts Creative & Cultural Innovations Advisory Committee meeting of April 27, 2018.

Committee Recommendation: THAT Council approve the allocation of \$2,500 from the Arts Reserve Fund towards the purchase of the sculpture titled "Brining Back the Salmon Chief" by Clint George, subject to a matching contribution of \$2,500 from the Penticton & District Arts Council.

8. **Staff Reports:**

BSS 8.1 Pawnbroker and Secondhand Dealers bylaw amendments and reporting changes 21-31
Pawnbrokers, Secondhand Dealers and Auction Houses Regulations Amendment Bylaw No. 2018-42
Bylaw Notice Enforcement Amendment Bylaw No. 2018-43
Staff Recommendation: THAT Council support the proposed work plan as outlined in the report titled "Pawnbroker and Secondhand Dealers bylaw amendments and reporting changes";

AND THAT Council give first, second and third reading to "Pawnbrokers, Secondhand Dealers and Auction Houses Regulations Amendment Bylaw No. 2018-42";
AND THAT Council give first, second and third reading to "Bylaw Notice Enforcement Amendment Bylaw No. 2018-43".

- RS 8.2 Equalized Utility Billing Options 32-35
Staff Recommendation: THAT Council direct staff to design educational material for Electric, Water, and Sewer Utility customers regarding self-managed equalized payment plans and begin proactive promotion.
- CE 8.3 Budget Amendment to Address Identified Flood Issues 36-39
Staff Recommendation: THAT Council approve amending the 2018 Budget as follows:
- Create a \$45,000 Budget for an Options Analysis and Detail Design for drainage improvements on Carmi Road, with funding coming from the Asset Emergency Reserve;
 - Create a \$50,000 Budget for an Options Analysis and Detail Design for drainage improvements in the vicinity of the Campbell Mountain Landfill and Naramata Road, with funding coming from the Asset Emergency Reserve;
 - Create a \$400,000 Budget for the completion of a Master Plan for Ellis Creek and for the Detail Design for 2019 Ellis Creek Improvements with funding coming from the capital reserve; and
 - Create a \$250,000 Budget for the completion of design and construction works to clear debris from under the bridges and culverts in Ellis Creek in 2018, with funding coming from the capital reserve.
- DIM 8.4 Local Area Service (Burnaby Avenue, Wylie Street, Riverside Drive) Bylaw 2018-41 40-50
*Staff Recommendation: THAT "Local Area Service (Burnaby Avenue, Wylie Street and Riverside Drive) Bylaw No. 2018-41", a bylaw to impose a local area service tax to offset the cost of street improvements on Burnaby Avenue, Wylie Street and Riverside Drive, be given first and second reading;
AND THAT, in accordance with Section 213 of the Community Charter, approval of the Bylaw be subject to a petition against the bylaw by property owners who would be subject to the bylaw;
AND THAT notice of Council's proposal to proceed with the local area service be carried out in accordance with Section 213 of the Community Charter;
AND FURTHER THAT once the Local Area Service (Burnaby Avenue, Wylie Street and Riverside Drive) Bylaw is complete, if supported by the landowners, this project be considered as part of the 2019 Budget process.*
- BPM 8.5 Request for Removal of Section 219 "No Suite" Covenant from Title 51-52
*Staff Recommendation: THAT Council direct staff to notify Land Titles to discharge Section 219 "no suite" covenant CA2401718 registered against 102 – 796 Government Street, Strata Lot 2, DL 249, SDYD, Strata Plan EPS1008;
AND THAT Council also support discharge of section 219 covenant CA2401719, registered against 101-796 Government Street, Strata Lot 1, DL 249, SDYD, Strata Plan EPS1008.*
- CFO 8.6 Downtown Penticton Association Grant Request 53-60
Re: Canada Day Fireworks
Staff Recommendation: That Council approves \$2,500 of the cash grant request to the Downtown Penticton Association.
- CFO 8.7 Choir for Carnegie (Our Redeemer Lutheran Church) Grant Request 61-70
Staff Recommendation: THAT Council declines the request of a \$5,000 cash grant from Choir for Carnegie (Our Redeemer Lutheran Church).

9. Public Question Period

10. Recess to In-Camera Meeting

Resolution: THAT Council recess to a closed meeting of Council pursuant to the provisions of the Community Charter section 90 (1) as follows:

- (e) the acquisition, disposition or expropriation of land or improvements, if the Council considers that disclosure could reasonably be expected to harm the interests of the municipality;
- (f) law enforcement, if the council considers that disclosure could reasonably be expected to harm the conduct of an investigation under or enforcement of an enactment;

(i) the receipt of advice that is subject to solicitor-client privilege, including communications necessary for that purpose.

11. **Reconvene the Regular Council Meeting following the Public Hearing at 6:00 p.m.**

12. **Reconsideration of Bylaws and Permits:**

12.1	Zoning Amendment Bylaw No. 2018-23 Re: 249 Westminster Avenue W	71-72	Adopt
12.2	Zoning Amendment Bylaw No. 2018-26 Re: 500/512 Gahan Avenue	73-74	2 nd /3 rd
12.3	Zoning Amendment Bylaw No. 2018-27 Official Community Plan Amendment Bylaw No. 2018-28 Re: 201 Penticton Avenue	75-76 77-78	2 nd /3 rd /Adopt 2 nd /3 rd /Adopt
12.4	Zoning Amendment Bylaw No. 2018-29 Re: 179 Green Avenue West	79-80	2 nd /3 rd
12.5	Zoning Amendment Bylaw No. 2018-30 Re: 1273 Edgewood Drive	81-82	2 nd /3 rd /Adopt

13. **Land Matters:**

PM	13.1	Development Variance Permit PL2018-8234 Re: 920 Kilwinning Street <i>Staff Recommendation: THAT Council approve "Development Variance Permit PL2018-8234" for Lot 106, District Lot 249 Similkameen Division Yale District Plan 1159, located at 920 Kilwinning Street, a permit to decrease the minimum interior (north) side yard from 1.5m to 1.39m, and the minimum rear yard from 1.5m to 1.16m to permit the reconstruction of a carriage house in its original location; AND THAT staff be directed to issue "Development Variance Permit PL2018-8234".</i>	83-98	Del/Sub
PM	13.2	Zoning Amendment Bylaw No. 2018-40 Re: 1386 Commercial Way <i>Staff Recommendation: THAT "Zoning Amendment Bylaw No. 2018-40", a bylaw to rezone Lot 2 District Lots 2710 and 3821 S Similkameen Division Yale District Plan 20419, located at 1386 Commercial Way from M3 (Wrecking Yard) to M1 (General Industrial), be given first reading and be forwarded to the June 5, 2018 Public Hearing.</i>	99-111	
CFO	13.3	Loco Landing Lease Extension <i>Staff Recommendation: THAT Council approve either: A. The 2029 ten year lease renewal option as indicated below (page 2 – Option for Renewal Term); OR B. No renewal language in the agreement; AND THAT Council direct Mayor and Corporate Officer to execute the lease agreement attached this this report dated May 22, 2018 with inclusion of the renewal option above and upon conclusion of the disposition notice.</i>	112-141	

14. **Notice of Motion**

15. **Business Arising**

16. **Council Round Table**

17. **Public Question Period**

18. **Adjournment**

Committee of the Whole
held at City of Penticton Council Chambers
171 Main Street, Penticton, B.C.

Tuesday, May 8, 2018

Recessed from the Regular Council Meeting at 1:00 p.m.

Present: Mayor Jakubeit
Councillor Picton
Councillor Watt
Councillor Sentes
Councillor Konanz
Councillor Sayeed
Councillor Martin

Staff: Dana Schmidt, Corporate Officer
Laurie Darcus, Director of Corporate Services
Jim Bauer, Chief Financial Officer
Mitch Moroziuk, General Manager of Infrastructure
Anthony Haddad, Director of Development Services

1. **Call to order**

The Mayor called the Committee of the Whole meeting to order at 1:02 p.m.

2. **Adoption of Agenda**

It was MOVED and SECONDED

THAT the agenda for the Committee of the Whole meeting held on May 8, 2018 be adopted as presented.

CARRIED UNANIMOUSLY

3. **Delegations and Community Recognition**

3.1 Proclamation – Lifejacket Day – May 17, 2018

Lisa O'Daly, Head Life Guard, provided information on the Community Centre's annual campaign to encourage the use of Personal Floatation Device (PFD) and standard life jackets. Examples of different styles of life jackets were presented along with safety tips for the use of life jackets. Mayor Jakubeit proclaimed May 17, 2018 as "Lifejacket Day" in the City of Penticton.

3.2 Proclamation – Building Safety Month – May 2018

Mayor Jakubeit proclaimed May 2018 as “Building Safety Month” in the City of Penticton.

3.3 NEW Online Services Portal

Ken Kunka, Building and Permitting Manager, provided Council with an update on Phase 1 of the customer improvement and modernization of the business license and building permit process.

3.4 Delegation – Municipal and Regional District Tax (MRDT)

Barb Haynes and Thom Tischik, Travel Penticton, provided information on the proposed changes to the Municipal & Regional District Tax (MRDT) and its potential negative impact on Penticton’s tourism-related businesses and requested Council’s support in lobbying the province to not proceed any further with the proposed changes to the MRDT as it relates to the AirB&B MRDT.

3.5 Delegation – SOEC Economic Impact Analysis

Dean Clarke, Spectra and David Hall, Economic Planning Group, provided Council with an update on the current economic impact for the South Okanagan Events Centre, Memorial Arena and Penticton Trade & Convention Centre.

4. **Adjourn to Regular Meeting**

It was MOVED and SECONDED

THAT Council adjourn the Committee of the Whole meeting held May 8, 2018 at 1:12 p.m. and reconvene the Regular Meeting of Council.

CARRIED UNANIMOUSLY

Certified correct:

Confirmed:

Dana Schmidt
Corporate Officer

Andrew Jakubeit
Mayor

Public Hearing
City of Penticton, Council Chambers
171 Main Street, Penticton, B.C.

Tuesday, May 8, 2018
at 6:00 p.m.

Present: Mayor Jakubeit
Councillor Watt
Councillor Picton
Councillor Martin
Councillor Konanz
Councillor Sayeed
Councillor Sentes

Staff: Jim Bauer, Chief Financial Officer
Mitch Moroziuk, General Manager of Infrastructure
Anthony Haddad, Director of Development Services
Dana Schmidt, Corporate Officer
Blake Laven, Planning Manager

1. Call to order

Mayor Jakubeit called the public hearing to order at 6:00 p.m. for Zoning Amendment Bylaw No. 2018-23 and Zoning Amendment 2018-24. He explained that the public hearing was being held to afford all persons who considered themselves affected by the proposed bylaws an opportunity to be heard before Council.

The Corporate Officer read the opening statement and introduced the purpose of the bylaws. She then explained that the public hearing was being held to afford all persons who considered themselves affected by the proposed bylaws an opportunity to be heard before Council. She further indicated that the public hearing was advertised pursuant to the *Local Government Act*.

Councillor Konanz declared a conflict of interest and left the meeting at 6:00 p.m.

2. "Zoning Amendment Bylaw No. 2018-23" (249 Westminster Avenue W)

The purpose of "Zoning Amendment Bylaw No. 2018-23" is to amend Zoning Bylaw No. 2017-08 as follows:

Rezone Lot A District Lot 4 Group 7 Similkameen Division Yale (Formerly Yale Lytton) District Plan KAP92015, located at 249 Westminster Avenue West from CD4 (Comprehensive Development) to C5 (Urban Centre Commercial);

And by adding the following site specific provisions to section 11.5.4:
.8 In the case of Lot A, DL 4, Group 7, SDYD (Formerly Yale Lytton), Plan KAP92015, located at 249 Westminster Avenue West, a craft brewery/distillery and cidery shall be permitted.

The applicant is proposing a public market concept with a cidery, bistro and public parking lot.

The Corporate Officer advised that one letter of opposition was received since the printing of the agenda and distributed to Council.

DELEGATIONS

Mayor Jakubeit asked the public for the first time if anyone wished to speak to the application.

- Darryl Haddrell, Summerland, BC representing the owner, stated this is a down zoning application. The new property owner is rezoning the property to allow for more conventional uses for this property and noted parking has been reduced by 34 spaces.
- Brigid Kemp, Warren Avenue West, questioned what the shaded green area on the proposed drawings represented.
- Lyndsay Fraser, Rigsby Street, spoke in opposition to the rezoning. Main concern is it will give permission to the owner to create a large parking space and contradicts the Official Community Plan view of high commercial densification in the downtown core. Concerns over a development permit not required and landscaping not being completed.

Mayor Jakubeit asked the public for the second time if anyone wished to speak to the application.

- No one spoke.

Mayor Jakubeit asked the public for the third and final time if anyone wished to speak to the application.

- No one spoke.

The public hearing for "Zoning Amendment Bylaw No. 2018-23" was terminated at 6:15 p.m. and no new information can be received on this matter.

Councillor Konanz returned to the meeting at 6:16 p.m.

3. "Zoning Amendment Bylaw No. 2018-24" (468 Lower Bench Road)

The purpose of "Zoning Amendment Bylaw No. 2018-24" is to amend Zoning Bylaw No. 2017-08 as follows:

By adding the following site specific provisions to section 9.2.6:

.10 In the case of Lot 3, District Lot 187, Similkameen Division Yale District, Plan 23377, located at 468 Lower Bench Road, a 20 suite hotel and operator dwelling unit shall be permitted and, notwithstanding section 9.2.2 Subdivision and Development Regulations, a maximum parcel coverage of 35% for all buildings is permitted.

The applicant is proposing to develop a 20 room hotel to provide a high-end tourist accommodation for the local wine tourism industry.

The Corporate Officer advised that 1 letter of opposition and 6 letters in support have been received since the printing of the agenda and distributed to Council.

The Planning Manager presented an overview of the application and proposal.

DELEGATIONS

Mayor Jakubeit asked the public for the first time if anyone wished to speak to the application.

- Donna Butler, Agent for the applicants, presented a 3D aerial video model and provided an overview of the proposed development stating there will be no bar or restaurant attached to the hotel. Further noted the section of ALR land is not a viable farming parcel. Hotel has a minimal footprint and other neighbouring properties have a larger footprint on agriculture lands.
- Tony Holler and Barbara Holler, owners of Poplar Grove wineries. Spoke in support of their application as they feel it will be a benefit to the community by attracting tourists to the Naramata Bench stating the more tourists staying here are spending more here. The wineries depend on selling directly to the consumer as it makes this industry sustainable.
- Chris Bull, Lower Bench Rd, spoke in opposition to application. Stating it is not suitable for the area and will detract the tourists. The characteristics should be valued and protected.
- Ingrid Jarrett, Eastwood Drive, spoke in support of the application. Reported on the trends of travel tourism. Competition is Australia and New Zealand. Tourists are looking for an interactive experience. This is the best most thought out sustainable project she has seen in the Okanagan is there is needed here to compete worldwide.
- Chester Idziszek, Lower Bench Road, spoke in opposition of the application. Stated City staff provided incorrect information to Council, Agricultural Advisory Committee and the public regarding the farming history of the land. Suggested the location of the hotel be situated further down the road and a 10 room hotel would be more suitable.
- Lynn Kelsey, Oakville Street. Spoke in support of the application. Sees this as a positive and adds value to the area.
- Denis O’Gorman, Farrell Street. Spoke in opposition to the application. Does not feel this is appropriate in an ALR zone and will create an adverse and dangerous precedent. Noted the land does have farming capability.
- Ian Scrameto, Marina Way. Spoke in support of the application and the benefits of this type of development would bring. Need to compete on a world stage.
- Violet, Lower Bench. Spoke in support of this application. Owns an orchard. This development would encourage people to come here. Need a first class place to stay.
- Jane Coady, Lower Bench. Spoke in opposition of application. This unique area may be totally changed by this 20 room hotel and it should only be a 10 room hotel.
- Cameron Dellaire, Lower Bench. Spoke in opposition of application. It’s in the wrong area. Sets a precedent for other smaller agricultural properties to develop.
- Matthew Coady, Lower Bench Road, spoke against application. Noting this is about zoning. A 10 room hotel would complement the small scale of the bench. Supports a hotel in this location but opposed to this application.
- Robert Stather, Lower Bench Road, spoke against this application. Noted the land has previously been farmed stating the site has very good soil and suggested viable options for the land use. Rezoning ALR is unprecedented and contrary to long term plans in the OCP. Sends a very important message to developers. Likes boutique hotels but wrong location in ALR.

Mayor Jakubeit asked the public for the second time if anyone wished to speak to the application.

- Nell Dragovand, Lower Bench Road. Spoke against the application stating there will be added noise and light pollution from the hotel and views will be destroyed.
- Michelle Paris, Lower Bench Rd. Spoke in opposition to the application. This application sets a precedent and is removing land out of the ALR and will create pollution and traffic. Opposed to the size of the hotel.
- Loraine Stephanson, Farrell Street. Spoke in opposition to the application. Questioned the size of the development and asked if this property could be reverted to an estate property.

Mayor Jakubeit asked the public for the third and final time if anyone wished to speak to the application.

- Len Fox, Riddle Road. Spoke in support of the application. Economics of a vineyard are marginal. Hotel will bring in tourists who will buy wine and will support a lot vineyards on Naramata Bench. Noted the property in question has a 20-30 degrees slope and difficult to run a tractor on with a full load. Hotel will benefit growers.
- Tony Holler, Lower Bench, noted he had a discussion with of owner of Burrowing Owl who stated a 20 room would be the number to be viable. All other lands owned by him are Class 1 agricultural land and the hotel could not be relocated there. Currently they have 30 good paying jobs and the hotel will be offering very good jobs. This type of development is typical in other wine regions in the world.

The public hearing for "Zoning Amendment Bylaw No. 2018-24" was terminated at 7:46 p.m. and no new information can be received on this matter.

Certified correct:

Confirmed:

Dana Schmidt
Corporate Officer

Andrew Jakubeit
Mayor

Regular Council Meeting
held at City of Penticton Council Chambers
171 Main Street, Penticton, B.C.

Tuesday, May 8, 2018
at 1:00 p.m.

Present: Mayor Jakubeit
Councillor Picton
Councillor Sentes
Councillor Konanz
Councillor Martin
Councillor Watt
Councillor Sayeed

Staff: Dana Schmidt, Corporate Officer
Laurie Darcus, Director of Corporate Services
Jim Bauer, Chief Financial Officer
Mitch Moroziuk, General Manager of Infrastructure
Anthony Haddad, Director of Development Services
Blake Laven, Planning Manager

1. **Call to Order**

The Mayor called the Regular Council meeting to order at 1:02 p.m.

2. **Introduction of Late Items**

3. **Adoption of Agenda**

178/2018

It was MOVED and SECONDED

THAT Council adopt the agenda for the Regular Council meeting held on May 8, 2018 as presented.

CARRIED UNANIMOUSLY

4. **Recess to Committee of the Whole**

Council recessed to a Committee of the Whole Meeting at 1:02 p.m.

5. **Reconvene the Regular Council Meeting**

Council reconvened the Regular Council Meeting at 2:12 p.m.

6. **Adoption of Minutes**

6.1 Minutes of the April 17, 2018 Committee of the Whole

179/2018

It was MOVED and SECONDED

THAT Council receive the minutes of the April 17, 2018 Committee of the Whole as presented.

CARRIED UNANIMOUSLY

6.2 Minutes of the April 17, 2018 Public Hearing

180/2018

It was MOVED and SECONDED

THAT Council receive the minutes of the April 17, 2018 Public Hearing as presented.

CARRIED UNANIMOUSLY

6.3 Minutes of the April 17, 2018 Regular Meeting of Council

181/2018

It was MOVED and SECONDED

THAT Council adopt the minutes of the April 17, 2018 Regular Meeting of Council as presented.

CARRIED UNANIMOUSLY

7. **Committee and Board Reports**

7.1 Economic Development & Prosperity Task Force Minutes of April 4, 2018

182/2018

It was MOVED and SECONDED

THAT Council receive the draft minutes of the Economic Development & Prosperity Task Force meeting of April 4, 2018.

CARRIED UNANIMOUSLY

7.2 Affordable Community Task Force Minutes of April 13, 2018

183/2018

It was MOVED and SECONDED

THAT Council receive the draft minutes of the Affordable Community Task Force meeting of April 13, 2018.

CARRIED UNANIMOUSLY

7.3 Penticton Creek Restoration Committee Minutes of April 18, 2018

184/2018

It was MOVED and SECONDED

THAT Council receive the draft minutes of the Penticton Creek Restoration Committee meeting of April 18, 2018.

CARRIED UNANIMOUSLY

7.4 Official Community Plan Task Force Minutes of April 18, 2018

185/2018

It was MOVED and SECONDED

THAT Council receive the draft minutes of the Official Community Plan Task Force meeting of April 18, 2018.

CARRIED UNANIMOUSLY

8. **Correspondence**

- 8.1 Travel Penticton
Re: Changes to the Municipal & Regional District Tax

186/2018

It was MOVED and SECONDED

THAT Council direct staff to send a letter to the Province to ask for consultation and clarification on the proposed changes and allocation of tax funds.

CARRIED UNANIMOUSLY

9. **Staff Reports**

- 9.1 2017 Audited Financial Statements

187/2018

It was MOVED and SECONDED

THAT Council accepts the Financial Statements as presented by BDO Canada LLP for the year ending December 31, 2017.

CARRIED UNANIMOUSLY

- 9.2 UBCM Structural Flood Mitigation Grant

188/2018

It was MOVED and SECONDED

THAT Council support the application for grant funding of \$750,000 from UBCM for Structural Flood Mitigation within a designated section of Penticton Creek with the remaining \$200,000 project cost funded as part of the 2019 budget process.

CARRIED UNANIMOUSLY

- 9.3 Appointment of Chief Election Officer and Deputy Chief Election Officer
Re: 2018 General Election

189/2018

It was MOVED and SECONDED

THAT Council appoint Laurie Darcus as the Chief Election Officer for the 2018 Local Government General Election;
AND THAT Council appoint Dana Schmidt the Deputy Chief Election Officer for the 2018 Local Government General Election.

CARRIED UNANIMOUSLY

- 9.4 The Penti-Con Association In-Kind Grant Request

Councillor Martin declared a conflict of interest and left the meeting at 2:39p.m.

190/2018

It was MOVED and SECONDED

THAT Council decline the request of a \$2,130 Value In Kind (VIK) grant from the Penti-Con Association.

CARRIED UNANIMOUSLY

Councillor Martin returned to the meeting at 2:45 p.m.

9.5 Tax Rates Bylaw No. 2018-25

191/2018

It was MOVED and SECONDED

THAT Council give first, second and third reading to "Tax Rates Bylaw No. 2018-25", a bylaw that establishes property taxation rates for the 2018 tax year.

CARRIED UNANIMOUSLY

9.6 Kiwanis Pier Repairs

192/2018

It was MOVED and SECONDED

THAT Council approve proceeding with Option 1, Storm Damage with Additional Structural Repairs, as described in this Council Report dated May 8, 2018 as part of the Tender to repair the Kiwanis Pier;

AND THAT the 2018 Budget be amended to increase CAP10118-003 by \$278,000 for the Kiwanis Pier repairs with an estimated \$78,000 funding coming from insurance coverage and the remainder coming from the Asset Emergency Reserve.

CARRIED

Councillor Konanz and Councillor Martin, Opposed

9.7 BC Transit City of Penticton Annual Operating Agreement

193/2018

It was MOVED and SECONDED

THAT Council authorize the Mayor and Corporate Officer to execute the 2018 2019 Annual Operating Agreement Conventional and Custom Transit as contained in Attachment "A".

CARRIED UNANIMOUSLY

9.8 Zoning Amendment Bylaw No. 2018-18
Development Variance Permit PL2018-8178
Re: 657 Churchill Avenue

194/2018

It was MOVED and SECONDED

THAT Council remove the condition of registering a 1.9m road dedication along the frontage of Churchill Avenue prior to adoption of Zoning Amendment Bylaw No. 2018-18; AND THAT Council adopt "Zoning Amendment Bylaw No. 2018-18".

THAT Council approve "Development Variance Permit PL2018-8178" for 657 Churchill Avenue.

CARRIED UNANIMOUSLY

9.9 Zoning Amendment Bylaw No. 2018-26
Development Permit PL2018-8194
Re: 500 & 512 Gahan Avenue

195/2018

It was MOVED and SECONDED

THAT "Zoning Amendment Bylaw No. 2018-26", a bylaw to rezone Lot 30, District Lot 202, Similkameen Division Yale District Plan 1122, and Lot 31, District Lot 202, Similkameen Division Yale District Plan 1122, located at 500 & 512 Gahan Avenue, from R2 (Small Lot Residential) to RM5 (Urban Residential), be given first reading and be forwarded to the May 22, 2018 Public Hearing;

AND THAT prior to adoption of "Zoning Amendment Bylaw No. 2018-26", the owner be required to consolidate both lots;

AND THAT Council, subject to adoption of "Zoning Amendment Bylaw No. 2018-26", approve Development Permit PL2018-8194, for the consolidated parcel of Lot 30, District Lot 202, Similkameen Division Yale District Plan 1122, and Lot 31, District Lot 202, Similkameen Division Yale District Plan 1122, located at 500 & 512 Gahan Avenue, a permit that allows for the construction of a townhouse with 4 units and 4 suites;

AND THAT Council, in accordance with Section 507 of the Local Government Act, require the full construction of the lane along the rear of the property and the rear of 490 Gahan Avenue tying into the works into the existing lane, representing an excess and extended service.

CARRIED UNANIMOUSLY

9.10 Zoning Amendment Bylaw No. 2018-27
Official Community Plan Amendment Bylaw No. 2018-28
Re: 201 Penticton Avenue

196/2018

It was MOVED and SECONDED

THAT "Zoning Amendment Bylaw No. 2018-27", a bylaw to Rezone Lot 31 Block 1 District Lot 250 Similkameen Division Yale District Plan 812, located at 201 Penticton Avenue from R2 (Small Lot Residential) to RD1 (Duplex Housing), be given first reading and be forwarded to the May 22, 2018 Public Hearing;

AND THAT prior to consideration of "OCP Amendment Bylaw No. 2018-28" and in accordance with Section 475 of Local Government Act, Council considers whether early and on-going consultation, in addition to the required Public Hearing, is necessary with:

1. One or more persons, organizations or authorities;
2. The Regional District of Okanagan Similkameen;
3. Local First Nations;
4. School District #67; and
5. The provincial or federal government and their agencies;

AND THAT it is determined that the public consultation conducted to date is sufficient;

AND THAT "Official Community Plan Amendment Bylaw No. 2018-28," a bylaw to amend Schedule 'H' Development Permit Area Map of the City's OCP, to include the subject property in the Downtown Multiple Family Development Permit Area; be introduced, given first reading and forwarded to the May 22, 2018 Public Hearing.

CARRIED UNANIMOUSLY

9.11 Zoning Amendment Bylaw No. 2018-29
Development Variance Permit PL2018-8238
Development Permit PL2018-8246
Re: 179 Green Avenue

197/2018

It was MOVED and SECONDED

THAT "Zoning Amendment Bylaw No. 2018-29" a bylaw that changes the zoning designation of Lot 3, District Lot 116, Similkameen Division Yale District, Plan 4725, Except Plan KAP78868 (179 Green Avenue), from RD1 (Duplex Housing) to RM2 (Low Density Multiple Housing), be given first reading and be forwarded to the May 22, 2018 Public Hearing.

THAT delegations and submissions for "Development Variance Permit PL2018-8238", a permit that reduces a required exterior side yard from 4.5m to 3.0m for the consolidated

parcels of Lot 1, District Lot 116, Similkameen Division Yale District, Plan KAP79498 (2872 Skaha Lake Road) and Lot 3, District Lot 116, Similkameen Division Yale District, Plan 4725, Except Plan KAP78868 (179 Green Avenue), be heard at the May 22, 2018 Public Hearing; AND THAT prior to issuance of, the two lots are consolidated.

THAT "Development Permit PL2018-8246", a permit for the construction of a three storey 50 unit congregate housing building for the consolidated parcels of Lot 1, District Lot 116, Similkameen Division Yale District, Plan KAP79498 (2872 Skaha Lake Road) and Lot 3, District Lot 116, Similkameen Division Yale District, Plan 4725, Except Plan KAP78868 (179 Green Avenue), be approved, subject to issuance of "Development Variance Permit PL2018-8238".

CARRIED UNANIMOUSLY

10. **Public Question Period**

11. **Recess to In-Camera Meeting**

198/2018

It was MOVED and SECONDED

THAT Council recess at 4:08 p.m. to a closed meeting of Council pursuant to the provisions of the *Community Charter* section 90 (1) as follows:

- (e) *the acquisition, disposition or expropriation of land or improvements if the Council considers that disclosure could reasonably be expected to harm the interest of the municipality.*

CARRIED UNANIMOUSLY

12. **Reconvene the Regular Council Meeting following the Public Hearing at 6:00 p.m.**

Council reconvened the Regular Council Meeting at 7:45 p.m.

13. **Bylaws and Permits**

13.1 Housing Agreement (257 Scott Avenue) Bylaw No. 2018-17

199/2018

It was MOVED and SECONDED

THAT Council adopt "Housing Agreement (257 Scott Avenue) Bylaw No. 2018-17".

CARRIED UNANIMOUSLY

13.2 Fire and Life Safety Amendment Bylaw No. 2018-20

200/2018

It was MOVED and SECONDED

THAT Council adopt "Fire and Life Safety Amendment Bylaw No. 2018-20".

CARRIED

Councillor Martin, Opposed

13.3 Zoning Amendment Bylaw No. 2018-22
Development Variance Permit PL2018-8184
Re: 175 Cossar Avenue

201/2018

It was MOVED and SECONDED

THAT Council adopt "Zoning Amendment Bylaw No. 2018-22;

AND THAT Council approve "Development Variance Permit PL2018-8184" for 175 Cossar Avenue.

CARRIED UNANIMOUSLY

Councillor Konanz declared a conflict of interest and left the meeting at 7:48 p.m.

- 13.4 Zoning Amendment Bylaw No. 2018-23
Re: 249 Westminster Avenue W

202/2018

It was MOVED and SECONDED

THAT Council give second and third reading to "Zoning Amendment Bylaw No. 2018-23".

CARRIED UNANIMOUSLY

Councillor Konanz returned to the meeting at 7:49 p.m.

- 13.5 Zoning Amendment Bylaw No. 2018-24
Re: 468 Lower Bench Road

203/2018

It was MOVED and SECONDED

THAT Council give second and third reading to "Zoning Amendment Bylaw No. 2018-24";
AND THAT Council support the ALC application for non-farm use.

CARRIED UNANIMOUSLY

14. **Land Matters**

- 14.1 Structural Change and Winery Lounge Endorsement
Re: Moraine Estate Winery

Delegations/Submissions:

Spiller Road. Spoke in opposition to this application.

204/2018

It was MOVED and SECONDED

THAT Council recommend to the Liquor Control and Licensing Branch (LCLB) that it support the application from Moraine Estate Winery for the proposed Structural Change and Winery Lounge Endorsement with:

- Interior lounge hours from 10:00am to 10:00pm, and
- Exterior lounge hours 10:00am to 10:00pm (9:00pm - service closure), with no amplified music on patio.

CARRIED UNANIMOUSLY

- 14.2 Development Variance Permit PL2018-8208
Re: 147 Bankview Road

Delegations/Submissions:

No one spoke.

205/2018

It was MOVED and SECONDED

THAT Council approve "Development Variance Permit PL2018-8208" for Lot 1 District Lot 188 Similkameen Division Yale District Plan 9342, located at 147 Bankview Road, a permit to decrease the minimum front yard from 6.0m to 3.5m; AND THAT staff be directed to issue "Development Variance Permit PL2018-8208."

CARRIED UNANIMOUSLY

14.3 Temporary Use Permit PL2018-8229
Re: 160 Evergreen Crescent

Delegations/Submissions:

Trevor Nelson, owner, spoke to the application and reaffirmed the security of the pool and stated it is completely fenced.

206/2018

It was MOVED and SECONDED

THAT Council approve "Temporary Use Permit PL2018-8229", a permit to allow the use of "a swimming pool" on Proposed Lot A, created by the subdivision of Lot A, District Lot 2710, Similkameen Division Yale District, Plan 34460, located at 160 Evergreen Crescent; AND THAT "Temporary Use Permit PL2018-8229" be valid for a period of three years.

CARRIED UNANIMOUSLY

14.4 Zoning Amendment Bylaw No. 2018-30
Re: 1273 Edgewood Drive

207/2018

It was MOVED and SECONDED

THAT "Zoning Amendment Bylaw No. 2018-30," a bylaw to amend Zoning Bylaw 2017-08 to rezone Lot 9, District Lot 250, Similkameen Division Yale District, Plan 6748, located at 1273 Edgewood Drive from R2 (Small Lot Residential) to R3 (Small Lot Residential: Lane) be given first reading and forwarded to the May 22, 2018 Public Hearing; AND THAT, in accordance with section 507 of the Local Government Act, Council require the developer to construct the full width of the lane directly contiguous to the property including provisions for storm water management.

CARRIED UNANIMOUSLY

15. **Notice of Motion**

16. **Business Arising**

17. **Council Round Table**

18. **Public Question Period**

19. **Adjournment**

208/2018

It was MOVED and SECONDED

THAT Council adjourn the Regular Council meeting held on Tuesday, May 8, 2018 at 8:27 p.m.

CARRIED UNANIMOUSLY

Certified correct:

Confirmed:

Dana Schmidt
Corporate Officer

Andrew Jakubeit
Mayor

Special Meeting of Council
held in Council Chambers, City Hall
171 Main Street, Penticton, B.C.

Friday, May 11, 2018
at 9:00 a.m.

Present: Mayor Jakubeit
Councillor Sentes
Councillor Konanz
Councillor Picton
Councillor Watt

Staff: Dana Schmidt, Corporate Officer
Jim Bauer, Chief Financial Officer

1. Call to Order

Mayor Jakubeit called the Special Meeting of Council to order at 9:01 a.m.

2. Adoption of Agenda

209/2018

It was MOVED and SECONDED

THAT Council adopt the agenda for the May 11, 2018 Special Meeting of Council as presented.

CARRIED UNANIMOUSLY

3. Staff Reports:

3.1 Tax Rates Bylaw No. 2018-25

210/2018

It was MOVED and SECONDED

THAT Council adopt "Tax Rates Bylaw No. 2018-25".

CARRIED UNANIMOUSLY

4. Media and Public Question Period

5. Adjourn

211/2018

It was MOVED and SECONDED

THAT Council adjourn the Special Council meeting held on Friday, May 11, 2018 at 9:02 a.m.

CARRIED UNANIMOUSLY

Certified correct:

Confirmed:

Dana Schmidt
Corporate Officer

Andrew Jakubeit
Mayor

Arts, Creative & Cultural Innovations Committee Meeting

held at City of Penticton Committee Room A
171 Main Street, Penticton, B.C.

Friday, April 27, 2018
at 8:00 a.m.

Present: Robin Robertson, Chair
Gerald Kenyon, SOPAC Representative
Jane Shaak, Okanagan School of the Arts, Shatford Centre Representative
Timothy Tweed, Penticton & District Community Arts Council Representative
Paul Crawford, Penticton Art Gallery Representative
Murray Swales, Member at Large
Skyler Punnett, Member at Large
Corinna Netherton, Member at Large

Staff: Bregje Kozak, Director of Recreation and Facilities
Kelsey Johnson, Recreation Business Supervisor
Lorraine Witowski, Committee Secretary
Diane Persoon, Corporate Secretary

1. Call to Order

The Arts, Creative & Cultural Innovations Committee was called to order by the Chair at 8:01a.m.

2. Adoption of Agenda

It was MOVED and SECONDED

THAT the Arts, Creative & Cultural Innovations Committee adopt the agenda for the April 27, 2018 meeting as presented.

CARRIED UNANIMOUSLY

3. Adoption of Minutes

It was MOVED and SECONDED

THAT the Arts, Creative & Cultural Innovations Committee adopt the minutes of the February 23, 2018 meeting as circulated.

CARRIED UNANIMOUSLY

4. **Business Arising from Prior Meetings**

4.1 OCP Public Engagement Activities

The Special Projects Manager will be invited to the next meeting to provide an update on the Official Community Plan process and gather committee feedback.

4.2 Existing Arts Infrastructure and the City's Contribution to the Arts

The Director of Recreation and Facilities stated she has spoken with the City's Finance Department regarding obtaining detailed information on contributions made towards art in Penticton. Staff indicated allocations of funds are not tracked at the detailed level being requested by the committee and it would be difficult to get an accurate number due to limited staff resources. Discussion followed and some members felt this information is important to have. The Penticton Art Gallery representative stated he will provide per capita benchmarks for Arts funding that have been previously drafted for other similar size municipalities.

4.3 Consolidated Arts Events Schedule

Murray Swales commented he is still waiting for more information and will update the committee upon receipt.

5. **Public Sculpture Project**

5.1 Public Sculpture Update

The Chair presented a video showcasing a sculpture exhibition located at Bondi Beach in Sydney, Australia noting this exhibition attracts 520,000 visitors to the area.

The Recreation Business Supervisor provided an update on the sculpture program to date. One artist has withdrawn and staff are working with another artist to fill that spot. The roundabout sculpture application closed April 15, 2018 and submissions have been narrowed down. The opening is scheduled for 10:00 am on May 12 at City Hall. The Artists Reception is being held from 7:00 pm – 9:00 pm on May 11, 2018 at the Penticton Art Gallery. Artist talks are at 7:30 pm.

6. **New Business**

6.1 Motion to Support Purchase of Sculpture

The Penticton & District Community Arts Council representative spoke to the motion for the purchase of the sculpture by Clint George titled "Bringing Back the Salmon Chief" currently on display on the Okanagan Lake waterfront. This sculpture was also the 2017 'People's Choice' winner. The representative stated the artist has agreed to sell the sculpture for the price of \$5,000. The Penticton & District Community Arts Council (PDCAC) would like the City to partner with them in purchasing this piece. The City's contribution would be half of the cost being \$2,500 and PDCAC would contribute the remaining half of \$2,500. The ownership of the piece would be the City of Penticton and the sculpture would be installed on the Leir House property. The artist has agreed to do the installation. Staff confirmed they would be able to build a cement base for the sculpture at the chosen location. Following discussion and questions, the following motion was made:

It was MOVED and SECONDED that the Arts, Creative & Cultural Innovations Committee recommend:

THAT Council approve the allocation of \$2,500.00 from the Arts Reserve Fund towards the purchase of the sculpture titled "Bringing Back the Salmon Chief" by Clint George, subject to a matching contribution of \$2,500.00 from the Penticton & District Arts Council.

Further discussion followed and it was noted that upon Council approving the purchase of the sculpture, a dedication ceremony would be organized after the sculpture is installed.

7. Representative Updates

7.1 Penticton Art Gallery

The Penticton Art Gallery representative reported on current and upcoming exhibitions and events, noting their current show 'Ipseity' focuses on gender identity. The Penticton Gallery's Annual General Meeting is on May 30, 2018 and the annual Art Auction is happening June 28, 2018.

7.2 Penticton & District Community Arts Council

The Penticton & District Community Arts Council representative reported on their 5th annual Community Arts Awards that was recently held and upcoming events highlighting the "Our home on Native Land" event at Shatford Centre on April 29, 2018.

7.3 South Okanagan Performing Arts Centre

The SOPAC representative reported they are continuing to move ahead with the symposium project and have established an organizing committee. Barb Shepard is managing the event. The symposium will be held on September 25, 2018 at the Penticton Lakeside Resort. SOPAC will be reaching out to art organizations for input and collaboration. The focus will be on looking at new facility designs that will accommodate a creative community. Research is also needed on how to pay for and manage this type of facility for the development of a plan that can be brought forward to Council for consideration. There will be an information session on May 26, 2018 at the Shatford Centre for the arts community to provide input on the program for the symposium.

7.4 Okanagan School of the Arts, Shatford Centre

The Okanagan School of the Arts, Shatford Centre representative reported on upcoming events highlighting the Okanagan Valley Art Fair on May 4-5, 2018 and Indigenous Day on June 21, 2018. It was noted this summer the Shatford Centre will be hosting five school reunions.

The Chair commented about the Community Foundations' Vital Signs program. Vital Signs is a national program led by community foundations and coordinated by Community Foundations of Canada that leverages local knowledge to measure the vitality of our communities and support action towards improving our collective quality of life. The recent Vital Signs report gave Arts a A- rating in this community. There is a survey available online and the Chair encouraged members to go online to complete the survey. The Chair agreed to send out the link for the survey.

9. Council Outcome

The 2018 Council Outcome received for information.

10. Next Meeting

The next meeting of the Arts, Creative & Cultural Innovations Committee is scheduled for 8:00 a.m., Friday, May 25, 2018.

The Chair stated the importance of having a Penticton Indian Band representative on this committee and reported there is someone interested in becoming a member from the PIB. The Chair to forward the information to the Committee Secretary for Council's consideration and appointment.

11. Adjournment

It was MOVED and SECONDED

THAT the Arts, Creative & Cultural Innovations Committee adjourned the meeting held on Friday, April 27, 2018 at 9:07 a.m.

CARRIED UNANIMOUSLY

Certified Correct:

Lorraine Witowski
Committee Secretary

Council Report

penticton.ca

Date: May 22, 2018 File No: 4000
To: Peter Weeber, Chief Administrative Officer
From: Tina Siebert, Bylaw Services Supervisor
Mark Provencal, Community Policing Coordinator
Cpl. Laurie Rock, RCMP
Subject: **Pawnbroker and Secondhand Dealers bylaw amendments and reporting changes**

Staff Recommendation

THAT Council support the proposed work plan as outlined in the report titled "Pawnbroker and Secondhand Dealers bylaw amendments and reporting changes";

AND THAT Council give first, second and third reading to "Pawnbrokers, Secondhand Dealers and Auction Houses Regulations Amendment Bylaw No. 2018-42";

AND THAT Council give first, second and third reading to "Bylaw Notice Enforcement Amendment Bylaw No. 2018-43".

Strategic priority objective

Bylaw Services and Community Policing have engaged the community to ensure *good governance* related to the development of bylaws and policies that impact the interests of residents. These bylaw changes contemplate employing new technology that supports quality of life, and the social well-being of our community to ensure fair business practices throughout our community.

Background

In the 1990's the RCMP attempted to implement a data management program for Pawnbrokers to ensure legitimate reporting practices for business owners. The initial cost of purchasing computers and the cost of any reporting programs were not ideal and thus not supported. Pawnbrokers, Second Hand Dealers and Auction Houses now typically have electronic reporting systems since the costs have been greatly reduced since the 1990's.

More recently, at the February 8, 2018 Bylaw Prioritization session it was identified that education, modernization and enforcement of the Pawns and Secondhand Bylaw No.97-68 was needed to ensure legitimate and legal business practices and improve the general welfare of the community through regulation that discourages the market for stolen goods.

Proposal

The City of Penticton in partnership with the RCMP are proposing moving to a new online/electronic reporting program called RAPID (Regional Automated Property Information Database), provided by Business Watch International. (Attachment A). Their expertise is data management and they have worked closely with police investigators to develop an internet-based system for collecting, storing and delivering information gathered at pawn and second hand businesses.

How the database works:

- Affected businesses (approximately 6 in Penticton) would purchase the electronic reporting system for their computers at their business (only requirement would be internet access and a printer).
- Pawn data is proprietary - each Dealer would have their own account so they cannot access any other information on the system other than their own. The data the dealer submits is stored on law enforcement owned and maintained servers and is only accessed by authorized law enforcement persons.
- Goods are brought to pawn shop/second hand business
- Goods data is uploaded to the program
- Goods will be queried through a search engine regularly - by person, property, serial number, etc.
- RCMP can identify stolen goods quickly through the query process. Pawn shops can be advised when goods have been flagged by the RCMP so they can hold for further investigation and possible confiscation.

Consultation

As outlined in the work plan, staff will be meeting with the affected business owners in the community to explain the process, conduct data base training, and explain bylaw amendments. If requested, city staff or business owners from nearby municipalities (i.e. Kelowna) using the database can attend to discuss and share their experience with the reporting changes. Further, Business Watch International/RAPID staff can attend our meeting with the affected Pawnshop businesses as well (at a cost to the city).

Use in Other Communities

The database also has functionality to search all databases connected to the RAPID program and there are many BC municipalities utilizing the program. (i.e. Kelowna, Kamloops, Prince George, Surrey, Chilliwack, etc.). Due to the integration with other municipal information, if someone pawns a stolen item from Penticton in Kelowna the details will provide evidence for follow up investigations. To ensure legitimate business practice and mitigate property crime this reporting system will be ideal for the needs of our community.

On May 14, 2018 on the front page of The Province newspaper there was an article titled: "Another pawn in the game for police" - "Electronic tracking: New software 'good thing' in the fight against property crime, says Surrey shops". It explained a success story of the program and how the Roath's Pawn Shop on King George Highway and other pawnbrokers and second-hand dealers in Surrey are now required to use an electronic reporting system to log all property they take in with that information being available to police. Since March 1st, when the new system was fully implemented, police have identified suspects in 17 investigations of theft and break and enter from Surrey, Vancouver, Burnaby and other municipalities and have recovered about

\$21,500 worth of stolen property, made several arrests and forwarded charges against suspects to the Crown. Property crime in Surrey decreased by six percent in the first quarter of 2018, continuing a downward trend.

Financial implication

There is no cost to the city to implement this program and make the recommended bylaw amendments. The annual cost for each affected business owner is approximately \$300-\$350 per year to operate the database. These fees would be arranged between the business owner and Business Watch International. (There are currently six business that would be required to join the new reporting system). There is free and unlimited access/use for law enforcement uses or searches.

Analysis

Applying modern technology to investigate transactions in the pawn and second hand business will in turn help reduce crime and social problems linked to property theft. The program focuses on the good of the community and minimizing the market for stolen goods, to help reduce the incidence of property crime and theft. By participating in the larger network of communities within the RAPID program, the Pawns and Secondhand businesses are less likely to be utilized as a low risk outlet to dispose of stolen merchandise from neighbouring communities. Further, the RCMP and Community Policing are then able to focus on the individuals and addresses reported within the system, both locally and nationally, to determine if there are high volumes of transactions being reported for particular individuals or addresses, for subsequent investigation. This keeps the business operators from unknowingly accepting/buying stolen goods that may eventually need to forfeit to the police or the actual owner.

Work plan

Activity	Rationale	Time frame	Stakeholders
Review best reporting practices	Benchmark, consistency	March-April 2018	City, RCMP
Distribute information letter to relevant businesses explaining the need for electronic reporting and bylaw amendments	Communication, transparency	May 2018	City, RCMP, select business owners
Host an info/training session at City Hall- demonstrating the new reporting system and bylaw amendments	Communication, education, transparency, accountability	May-June 2018	City, RCMP, select business owners, RAPID database providers
Implementation- launch the new program	Communication, awareness/education	June 2018	RCMP, select business owners, RAPID database providers

Attachments

Attachment A – Summary of the Business Watch International-Regional Automated Property Information Database (RAPID) Program

Attachment B – Pawnbrokers, Secondhand Dealers and Auction Houses Regulations Amendment Bylaw No. 2018-42

Attachment C – Bylaw Notice Enforcement Amendment Bylaw No. 2018-43

Respectfully submitted,

Tina Siebert

Bylaw Services Supervisor

Approvals

Director <i>AS</i>	Chief Administrative Officer PW
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Attachment A

Summary of the Business Watch International-Regional Automated Property Information Database (RAPID) Program

Business Watch International – Regional Automated Property Information Database (RAPID) Program

Overview: Summarized from BWIRapid.com

The Business Watch International (BWI) Regional Automated Property Information Database (RAPID) System enhances the ability of law enforcement to work with Pawn, Scrap Metal and other Second Hand, businesses to minimize the respective markets for stolen goods.

The RAPID System is designed to provide comprehensive and timely information to law enforcement personnel through electronic transaction reporting, and further investigation tools that allow for monitoring of real time and historical data. The system provides tools to query and report on data received through the electronic transaction reporting, which can assist in investigations relating primarily to property crime, as well as other investigations relating to drug, violent and domestic crimes (as reported by other Law Enforcement Agencies utilizing the RAPID System). With Law Enforcement Agencies in numerous municipalities, and states, utilizing the program across Canada and North America, the RAPID System provides a unique means of access to counteract property crime on a larger scale.

The RAPID System benefits the efforts and efficiency of law enforcement personnel as it provides a more timely and effective means in receiving information from Pawn, Scrap Metal and other Second Hand, businesses. Specifically, the system automates a process that otherwise relies on individuals to monitor and enter reported transactions on an ongoing basis, allowing for law enforcement professionals to expend significantly more effort on crime analysis, and investigations, rather than data entry and file management of hard copy pawn records.

The RAPID System features provided to law enforcement include, but are not limited to:

1. **Search engines** to investigate (i) **people**, by date range, volume of transactions, items, among other search criteria, (ii) **property**, by date range, serial number, description, region, among other search criteria, and (iii) **pawnshop and second hand dealers**, by transaction lists, customers, property and other search criteria.
2. **Multi-jurisdictional** pawn and second hand goods sale transaction data sources and querying
3. **Real-time alerting** based on search criteria and latest information available
4. **Unlimited number of** law enforcement professional users
5. **Cross reference capabilities** with CPIC
6. **Suspicious transaction flagging**
7. **Geo-mapping of searches and reports**

The RAPID System benefits provided to law enforcement include, but are not limited to:

1. **Reducing the administrative load** on law enforcement personnel regarding the capture, management and utilization of pawn, and other second hand, transactions

2. **Improves the accuracy, quantity and timeliness** of transaction information
3. Assisting with the **identification of crime trends**
4. Assisting with the **recovery of property**
5. **Reduces the requirement on law enforcement personnel to manually enter transaction data**, and allows for personnel to focus on investigation with the information
6. Augmentation of investigative data sources **can result in more solved crimes and safer communities**

Business Watch International utilizes a technical development team working closely with law enforcement professionals, through the National Police RAPID Advisory Group, to ensure that the system is effective and up to date for current crime trends and law enforcement needs.

Summary:

The RAPID System could benefit Penticton, and the wider South Okanagan Similkameen Region, by advancing the technology available to law enforcement personnel of the Penticton South Okanagan Similkameen Regional Detachment (PSOSRD). Specifically, the implementation of the RAPID System should contribute to efforts to reduce local and regional property crime, as the program reduces the market for stolen goods.

In requiring local Pawn Brokers to utilize the technology, stolen goods can be identified in a more timely, and efficient manner. With automatic reporting and monitoring, Pawn Brokers can be advised when goods have been flagged, and must be set aside for further investigation and potential confiscation. **(Benefit #1: an enhanced ability to identify stolen goods, prevent resale, and return the goods to the rightful owner).**

As the Pawn Brokers comply with the requirements of the program (either willingly, or through bylaw enforcement), fewer stolen goods should be accepted by the local Pawn Brokers, as they reduce the number of business transactions with individuals that are costing them money (through confiscated goods). **(Benefit #2: reduced market for pawned goods locally).**

More accurate and timely delivery of data should allow for a greater degree of apprehension and prosecution of 'clients' pawning stolen goods (particularly if Pawn Brokers are required to take a photo of the 'client' at the time of the pawn transaction). **(Benefit #3: increased ability to identify 'clients' pawning stolen goods for purposes of prosecution).**

As the 'clients' identify the difficulty of doing 'business' within the region, given the reduced ability to pawn stolen goods, and the increased potential for detection, property crime could decrease. **(Benefit #4: reduced property crime in surrounding areas).**

Pawn brokers complying with the requirements of the program should see a decrease in transactions detrimental to their business, while Pawn Brokers attempting to operate outside of the program requirements will find an increasing difficult operating environment. **(Benefit #5: the program discourages illegitimate businesses).**

If Pawn Brokers take a photo of 'clients' at the time of the transaction, there will be a reduced need for staff of the Pawn Brokers to appear in court to identify individuals accused of pawning stolen property. **(Benefit #6: Pawn Brokers face reduced costs of doing business if staff are not required to attend court to identify 'clients' pawning stolen merchandise).**

Law Enforcement Personnel are able to utilize the System to search by various metrics relating to people, property, and businesses, to assist with investigations. **(Benefit #7: increased possibility of successful investigations of individuals engaging in property crime, and increased possibility of successful conviction).**

The electronic reporting system creates a more efficient reporting system, reducing the time spent by law enforcement personnel, and allowing for increased ability to utilize the data. **(Benefit #8: reducing the manual labour required to monitor the Pawn Sheets, allowing for more time spent on other tasks, and, allowing for more law enforcement personnel utilizing the data through the system).**

Bylaw No. 2018-42

A Bylaw to Amend the Pawnbrokers, Secondhand Dealers, and Auction Houses Regulations Bylaw

WHEREAS the Council of the City of Penticton has adopted a Pawnbrokers, Secondhand Dealers, and Auction Houses Regulations Bylaw;

AND WHEREAS the Council of the City of Penticton wishes to amend Pawnbrokers, Secondhand Dealers, and Auction Houses Regulations Bylaw No. 97-68;

NOW THEREFORE BE IT RESOLVED that the Municipal Council of the City of Penticton, in open meeting assembled, hereby ENACTS AS FOLLOWS:

1. **Title:**

This bylaw may be cited for all purposes as "Pawnbrokers, Secondhand Dealers and Auction Houses Regulations Amendment Bylaw No. 2018-42".

2. **Amendment:**

Pawnbrokers, Secondhand Dealers, and Auction Houses Regulations Bylaw No. 97-68 is hereby amended as follows:

2.1 Delete 1. (k) and replace with:

1. (k) "Reporting System" means the secondhand dealer's, pawnbroker's and/or auction house's record referred to in Section 3 of this bylaw;

2.2 Delete 3. (a) and replace with:

3. (a) keep on the premises in which his business is carried on the reporting system approved by the Penticton Royal Canadian Mounted Police (RCMP).

2.3 Delete 3. (b) and replace with:

3. (b) keep a record of all of the following:

- (1) (i) goods, articles, or things received, except household and office furniture; and or
- (ii) estate sale purchases; warehousemen lien seizures, and landlord tenant repossessions, of which only all electronic equipment, power and air tools, precious metals (jewelry), motorized vehicle(s) and bicycle(s) received by such dealers are required to be recorded.
- (iii) government surplus; bank or finance company repossession article(s) seizure; bailiff repossessions; and beer bottles purchased will be exempt from the requirement of being recorded.

Such records shall be recorded on the current reporting system in the English language, and shall be made at the time of such purchase.

2.4 Delete 3. (c) and replace with:

3. (c) The reporting system referred to in sub-paragraph (a) hereof shall at all times be open for inspection by the Licence Inspector, Members of the RCMP, Bylaw Officer or other persons

duly authorized in that behalf by the RCMP, and may be removed from the premises at any time by such person or persons for inspection.

2.5 Delete 3. (d) and replace with:

3. (d) All entries made in the reporting system required to be kept hereunder shall be made in plain English language, and no second hand dealer or pawnbroker shall permit any entry so made to be erased, obliterated or defaced.

2.6 Delete 3. (e) and replace with:

3. (e) Every secondhand dealer, pawnbroker, and auction house shall electronically report the particulars required by section 3 for every article or thing purchased or received by the dealer during the 24 (twenty-four) hours immediately preceding the hour of 11:00 a.m. of the day on which the report is made, except that;

(i) no such report shall be required on Sundays or public holidays, but the statement on Monday and any day following a public holiday shall cover the whole period subsequent to 11:00 a.m. on the day on which the last preceding report was made.

2.7 Delete 5. (b) and replace with:

5. (b) Purchase or receive in the course of his business any goods, articles or things from any person between the hours of 9:00 o'clock in the afternoon and 7:00 o'clock in the forenoon of the following day;

2.8 Add the following:

5. (e) Purchase or receive goods without obtaining picture identification.

2.9 Delete 6. (c) and replace with:

6. (c) Every person who commits an offence against this Bylaw is punishable on conviction by a fine of not less than \$300.00 and not more than \$5,000.00 for each offence or, in the alternative, by imprisonment for a period not exceeding two months.

2.10 Delete 6. (d) and replace with:

6. (d) Every person who commits an offence of a continuing nature is liable to a fine not exceeding \$300.00 for each day such offence is continued.

READ A FIRST time this day of , 2018

READ A SECOND time this day of , 2018

READ A THIRD time this day of , 2018

ADOPTED this day of , 2018

Andrew Jakubeit, Mayor

Dana Schmidt, Corporate Officer

The Corporation of the City of Penticton

Bylaw No. 2018-43

An amendment to regulate enforcement of bylaw notices

WHEREAS pursuant to the *Local Government Bylaw Notice Enforcement Act* and the *Community Charter*, the City may establish fine amounts for contravention of City bylaws;

AND WHEREAS the City of Penticton has adopted "Bylaw Notice Enforcement Bylaw No. 2012 – 5037";

AND WHEREAS the City of Penticton wishes to amend Schedule 'A' to "Bylaw Notice Enforcement Bylaw No. 2012 - 5037";

NOW THEREFORE the Municipal Council of The Corporation of the City of Penticton in open meeting assembled ENACTS as follows:

1. Title:

This Bylaw may be cited as the "Bylaw Notice Enforcement Amendment Bylaw No. 2018-43."

2. Amendment:

2.1 Amend Schedule 'A' by replacing Appendix 13 – Pawnbrokers, Secondhand Dealers and Auction Houses Regulations Bylaw No. 97-68 in its entirety with the attached Appendix 13.

2.2 Appendix 13 attached hereto forms part of this bylaw.

READ A FIRST time this day of , 2018

READ A SECOND time this day of , 2018

READ A THIRD time this day of , 2018

ADOPTED this day of , 2018

Andrew Jakubeit, Mayor

Dana Schmidt, Corporate Officer

Schedule 'A'

Appendix 13

Pawnbrokers, Secondhand Dealers and Auction Houses Regulations Bylaw No. 97-68

Description of Offence	Bylaw Section	Column A1 Fine	Column A2 Early Payment Penalty	Column A3 Late Payment Penalty	Column A4 Compliance Agreement Available
Fail to keep reporting system	3(a)	\$300.00	\$290.00	\$310.00	No
Fail to keep proper records	3(b)(2)	\$300.00	\$290.00	\$310.00	No
Erase, obliterate or deface entry	3(d)	\$300.00	\$290.00	\$310.00	No
Fail to report	3(e)	\$300.00	\$290.00	\$310.00	No
Fail to keep goods for 30 days	4(b)	\$300.00	\$290.00	\$310.00	No
Purchase or receive goods from underage person (under 18 yrs.)	5(a)	\$300.00	\$290.00	\$310.00	No
Purchase or receive goods after hours	5(b)	\$300.00	\$290.00	\$310.00	No
Carry on a business without a valid pawnbroker's licence from the City of Penticton	5 (c)	\$300.00	\$290.00	\$310.00	No
Purchase or receive goods with serial number removed	5(d)	\$300.00	\$290.00	\$310.00	No
Fail to obtain picture identification at receipt of goods	5(e)	\$300.00	\$290.00	\$310.00	No

Council Report

penticton.ca

Date: May 22, 2018
To: Peter Weeber, Chief Administrative Officer
From: Amber Coates, Revenue Supervisor
Subject: **Equalized Utility Billing Options**

File No: 1820-20

Staff Recommendation

THAT Council direct staff to design educational material for Electric, Water, and Sewer Utility customers regarding self-managed equalized payment plans and begin proactive promotion.

Background

During budget deliberations it was requested that staff review the City's capability to provide a formal equalized billing option to Utility customers.

Analysis

Typical formal equalized billing plans are achieved by calculating the average bill amount for an account over a previously determined time period, incorporating any amounts owed on the account, and charging that average amount each upcoming bill. Late payment penalties are suppressed and usually it is required the customers participate in a pre-authorized payment program. Accounts are reconciled and payment amounts adjusted periodically at intervals determined by the billing company in order to minimize generating accounts with overly large credits or deficits. The system works by allowing customers to build credits during low bill periods to offset high bill periods, and is most successful in a stable account holder environment with little customer movement.

Some of the advantages to providing a formal equalized billing plan to Utility customers include:

- Promotion of the usage of pre-authorized payments; and
- Formal assistance is provided to customers in managing fluctuating bills, allowing them to budget monthly expenses with more accuracy.

Some of the disadvantages to providing a formal equalized billing plan to Utility customers include:

- Customers are less likely to notice unusual consumption as quickly, resulting in charges that could have been avoided;
- Customers can be faced with unexpectedly high final bills if their account has not been estimating in line with their usage due to recent consumption changes, or if their residency at the location was short term (less than two years); and
- Requires additional processes and time from the Utility billing staff to manage.

When reviewing surrounding utility providers, providing a formal equalized billing option is a common service provided; and generally operates on a penalty basis.

Billing Agency	Discount	Penalty	Equalized Billing Option
Nelson		5% per bill	Yes
Summerland	10%	-	Yes – sign on in April ONLY
Grand Forks	-	2% per bill	Yes
Kelowna	-	1.5% compounding	Yes
BC Hydro	-	1.5% compounding	Yes
Fortis		1.5% compounding	Yes

There are three options available for the City to offer equalized payment plans for Utilities:

1. Promotion of a self-managed informal equalized payment plan;
2. Implementation of an equalized payment plan while retaining the discount model; and
3. Implementation of an equalized payment plan and shifting to a penalty model.

Promotion of a self-managed informal equalized payment plan

City of Penticton Utility customers already possess the ability to self-manage an informal equalized payment plan for their accounts by over-paying in their low bill months to build credits towards higher-bill months.

- Utility billing staff is available to assist interested customers in determining an appropriate payment amount and the best month for them to begin.
- This is an extremely flexible and unique payment plan for each individual customer with a high degree of success as each scenario is tailor-made for the customer and their unique requirements.
- It does require customers to be proactive in self-managing their accounts and participation before the bills begin increasing for seasonal change.

To date this ability is not widely-known by customers and the City could benefit by prioritizing the promotion of this option and directing resources into creating educational materials for utility customers on the subject.

Implementation of an equalized payment plan while retaining the discount model

In order to retain the prompt payment discount but allow for a formal equalized billing option it is necessary to restrict the time frame customers are able to sign on to months where the typical customer is just starting to move into the lower amount billing months (April). This would allow the customer to earn their full discounts through the summer months while building credits for the winter months.

- If a customer was to sign on for equalized billing during the high bill months while on the discount system, this would result in the customer losing the discount for the unpaid amount (in effect penalizing the customer for participating in the equalized billing program).
- This method would be successful for customers with higher utility bills through the winter months, but would not accommodate customers that have higher utility bills through the summer months (such as electric heat with no air conditioning vs. gas heat with air conditioning).

- This method may be viewed as difficult and unaccommodating to the Utility customers due to the highly restrictive nature of when they are able to begin participation.

It is anticipated there would be minimal financial costs to enable a restricted plan; any potential cost would be associated to modifying the bill print (the location on the bill where the equalized payment information displays when printed).

Implementation of an equalized payment plan and shifting to a penalty model

Transitioning from the Prompt Payment Discount of 10% to a Late Payment Penalty should be approached with public engagement and much consideration. Customers are more receptive to being rewarded for prompt payment rather than penalized for being late. Late payment penalties can be applied in two different methods – on a per bill basis, or as compounding. Compounding interest may cause financial difficulties for a portion of the customer base and a legal opinion obtained by the City in 2012 recommended no higher than a 2% penalty on the monthly bills if charged on a per bill basis in order to avoid any construed violation of **S.347** of the **Criminal Code**. Any change would also require the Electric, Water, and Sewer rates to be reviewed in order to ensure the City continues to meet the revenue requirement to operate the utilities.

To complete the software changes required to transition to a penalty-based billing will require an estimate of \$15,200 USD . Work required by the software company has three parts:

1. Configure system to a penalty-based (penalty by bill) rather than the current discount method used;
2. Configure system to use equalized payment plan to be reconciled; and
3. Modify bill print to accommodate penalty-based method and equalized billing.

It is estimated the project would require a minimum of 20 hours of staff time for testing and review of billing changes made by the software provider. An additional 15 hours of staff time would be required in order to develop and implement communications to the public regarding the change.

Resources required for the Utility billing work group will be considerable once the change enters live billing as moving from discount method to penalty method will impact every account holder. Using the month the paper bill print charge went live as a comparison, inquiries to the work group consumed nearly 10 hours of staff time per week that month.

Alternate recommendations

1. THAT Council direct staff to implement a formal Equalized Utility Billing plan that accommodates the retention of the Prompt Payment Discount with a specified sign-on month of April each year.


OR

2. THAT Council direct staff to scope out a work plan to transition to Late Payment Penalties for monthly utility billing to accommodate a formal Equalized Utility Billing plan that allows sign-on in any given month.

Respectfully submitted,

Amber Coates
Revenue Supervisor

Approvals

CFO <i>LWB</i>	CAO PW	GMI 
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Council Report

penticton.ca

Date: May 22, 2018
To: Peter Weeber, Chief Administrative Officer
From: Ian Chapman, City Engineer

File No:

Subject: Budget Amendment to Address Identified Flood Issues

Staff Recommendation

THAT Council approve amending the 2018 Budget as follows:

- Create a \$45,000 Budget for an Options Analysis and Detail Design for drainage improvements on Carmi Road, with funding coming from the asset emergency reserve;
- Create a \$50,000 Budget for an Options Analysis and Detail Design for drainage improvements in the vicinity of the Campbell Mountain Landfill and Naramata Road, with funding coming from the asset emergency reserve;
- Create a \$400,000 Budget for the completion of a Master Plan for Ellis Creek and for the Detail Design for 2019 Ellis Creek Improvements with funding coming from the capital reserve; and
- Create a \$250,000 Budget for the completion of design and construction works to clear debris from under the bridges and culverts in Ellis Creek in 2018, with funding coming from the capital reserve.

Strategic priority objective

This project supports two Council Priorities:

- The Good Governance Priority by providing services that support quality of life, protect our health, enhance public safety and promote economic and the social well-being of our community; and
- The Environmental Sustainability Priority by ensuring the sustainability of the environment and the ecosystems within our community.

Background

Carmi Road

A high rainfall event on April 7, 2018 led to water running down Carmi Road, through the cross culverts under Carmi Road, down the hill across private property to the subdivision to the west where it entered the storm sewer system. The volume of water was such that heavy erosion occurred and the silt that was carried with the water led to the storm sewer becoming plugged for a one week period, see Figure 1. City staff also had to block the cross culverts on Carmi Road and divert the water down the Road and had to split the flow in the Columbia Height Storm Water System.

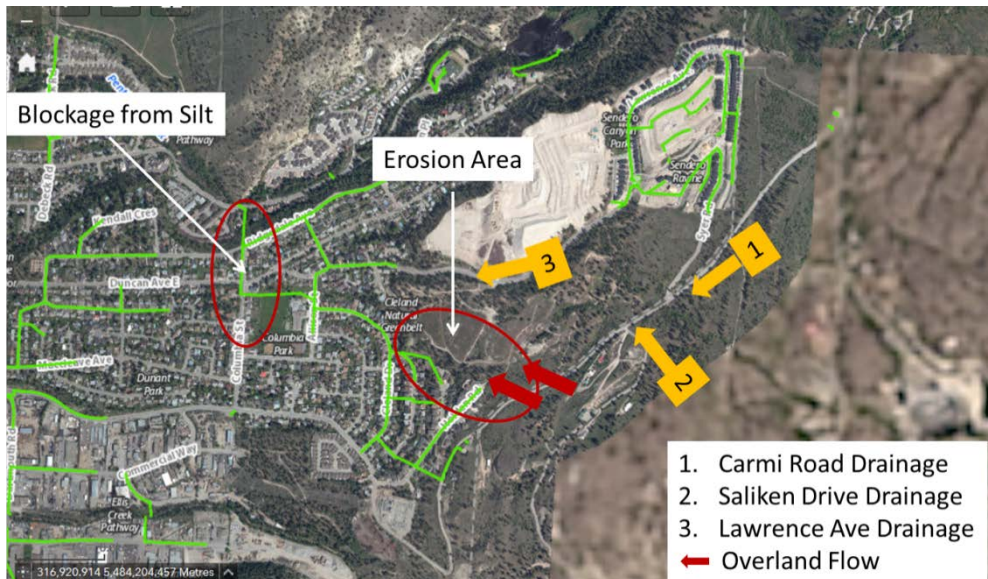


Figure 1

The problem as outlined above is a likely to reoccur in the future and a long term solution should be found. City staff proposes that the 2018 budget be amended to undertake an Options Analysis and detail design for a long term solution to the issue. A letter proposal from AECOM, our storm water Master Plan consultant, has been received and they indicate that the required work could be completed for \$45,000. The City has also discussed the issue with the Provincial Ministry of Transportation and Infrastructure and they are willing to discuss cost sharing the construction. These discussions will occur once the Options analysis is complete.

Campbell Mountain Landfill

During 2018 spring runoff, issues with water, ponding and flowing across private property and adjacent to and on Naramata Road occurred, see Figure 2. This lead to the City having to ditch a portion of private property to keep the water away from a home in the area. The water originates uphill in the area of the landfill.

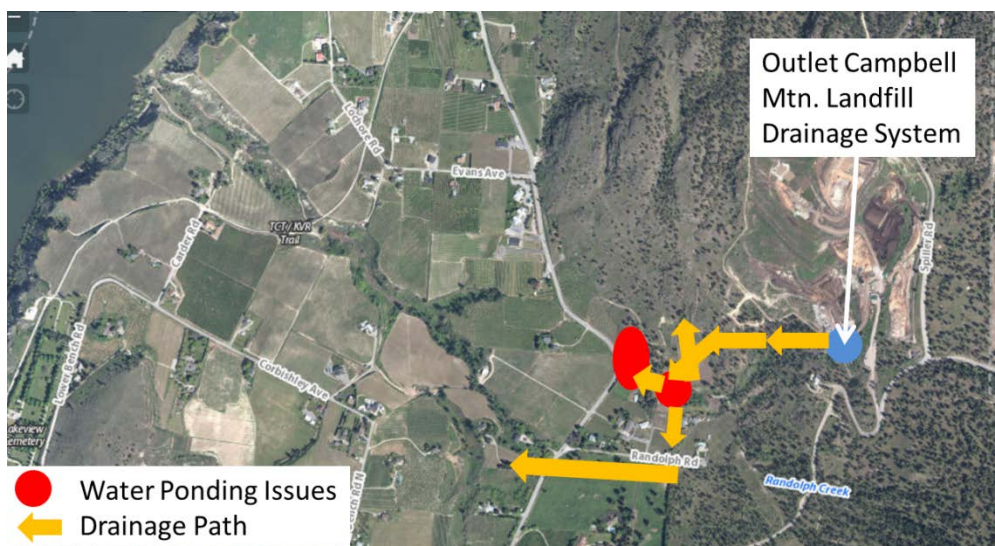


Figure 2

The problem is likely to occur in the future and should be addressed. A letter proposal from AECOM, our storm water Master Plan consultant, has been received and they indicate that the required work could be completed for \$50,000. The City has also discussed the issue with the Regional District of Okanagan Similkameen and they have indicated that they will contribute 50% to the cost of the Engineering Work and are open to discuss cost sharing the construction. These discussions will occur once the Options analysis is complete.

Ellis Creek

During the 2017 flood events Ellis Creek experienced high water flows and erosion of portions of Ellis Creek from Dartmouth Road East occurred, see Figure 1. The eroded material was carried downstream and deposited on the upstream side of the bridge at Main Street.

In 2018, to correct the issues that the deposition caused, the City had to undertake emergency work to increase the depth of Ellis Creek at several spots and to change the creek profile to increase the velocity of the water as it flows under the Main Street bridge. Due to the high snow pack and the likelihood that Ellis Creek flows may be high, the City engaged Mould Engineering to determine where issues may exist on Ellis Creek. They identified the area noted in Figure 3 as an area where we needed to notify the adjacent property owners to remove any assets located within 10m of the top of bank. This was done in mid-April.

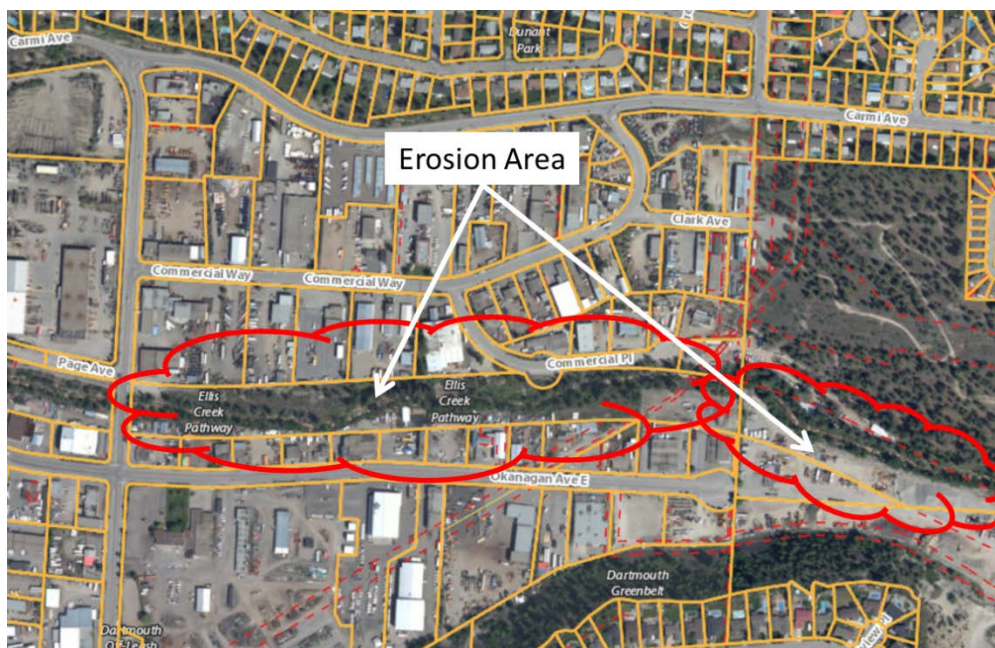


Figure 3

To properly correct the issues that exist it is necessary to undertake remedial work on Ellis creek. Our prior discussions with the permitting agencies have indicated that they strongly feel that an Ellis Creek Master Plan be completed prior to doing any one off design and construction work so that we have a complete appreciation for what is required and the ramifications it will have along the length of the creek. City staff therefore proposes that a Master Plan for Ellis Creek be completed and that detail design for the highest at risk portion of Ellis Creek be completed. It is proposed that the 2018 budget be amended to see this work commence in 2018 with the construction budget to be included in the 2019 budget. The City has had discussions with Mould Engineering and estimate the cost will be in the range of \$400,000 for the required planning and design work.

The City also undertook emergency work in early May of 2018 to maintain Ellis Creek within its banks and to remove deposition material from under bridges and culverts. The City proposes to apply for a permit to remove additional material during the 2018 Fish Window. It is estimated that the cost to do so will be in the range of \$250,000.

Financial implication

The estimated options analysis and design costs are as follows:

Carmi Road	\$ 45,000
Campbell Mountain Landfill	\$ 50,000
Ellis Creek Master Plan Detail Design	\$400,000
Ellis Creek Deposition Material	\$250,000

Construction costs are currently not known and will be included in 2019 Budget discussions.

The sources of funding have been identified as \$95,000 coming from the asset emergency reserve and \$650,000 coming from the capital reserve.

Analysis

The staff recommendation would see the City undertake an options analysis and detail design to address three issues related to spring runoff. It would also provide the City with the information required for negotiations with the Provincial Ministry of Transportation and Infrastructure and the Regional District of Okanagan Similkameen. Moving forward with the staff recommendation would also better prepare the City to properly budget in 2019 and would see the City taking concrete steps to address these drainage and creek issues.

Alternate recommendations

Alternative 1

THAT Council provide alternate direction to staff as to how they would like to proceed on this issue.



Alternative 2

THAT Council direct staff not to proceed at this time and budget for the required design work as part of the 2019 budget process.

Respectfully submitted,

Concurrence:

Ian Chapman P.Eng.
City Engineer

<p>General Manager of Infrastructure</p> 	<p>CFO</p> 	<p>Chief Administrative Officer</p> <p>PW</p>
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Council Report

penticton.ca

Date: May, 22, 2018 **File No:**
To: Peter Weeber, Chief Administrative Officer
From: Michael Hodges, Development Infrastructure Manager
Subject: **Local Area Service (Burnaby Avenue, Wylie Street and Riverside Drive) Bylaw No. 2018-41**

Staff Recommendation

THAT "Local Area Service (Burnaby Avenue, Wylie Street and Riverside Drive) Bylaw No. 2018-41", a bylaw to impose a local area service tax to offset the cost of street improvements on Burnaby Avenue, Wylie Street and Riverside Drive, be given first and second reading;

AND THAT, in accordance with Section 213 of the *Community Charter*, approval of the Bylaw be subject to a petition against the bylaw by property owners who would be subject to the bylaw;

AND THAT notice of Council's proposal to proceed with the local area service be carried out in accordance with Section 213 of the *Community Charter*;

AND FURTHER THAT once the Local Area Service (Burnaby Avenue, Wylie Street and Riverside Drive) Bylaw is complete, if supported by the landowners, this project be considered as part of the 2019 Budget process.

Strategic priority objective

This project is consistent with the Council priorities of Community building and Economic Vitality.

Background

An application has been before Council to rezone and obtain a development permit for the development of 240 Riverside Drive for a 35 unit townhouse development. This was approved as Bylaw 2018-05 and 2018-06 on February 20, 2018. The following resolution was approved by Council in relation to the proposed local area service bylaw:

57/2018 – 240 Riverside Drive

AND THAT, in accordance with section 211(1) (b) of the Community Charter, staff bring forward a Local Area Service for street improvements to parts of Burnaby Ave, Wylie St and Riverside Drive;

AND THAT, in accordance with section 507 of the *Local Government Act*, if the Local Area Service bylaw fails, Council require the developer to construct the full width of Wylie Street, Burnaby Avenue and Riverside Drive as per Attachment "H".

As part of this application for redevelopment of the land there are off site works that will be required. The conditions of Wylie Street and Burnaby Avenue are deemed to be in very poor condition, with storm water management issues and deteriorating asphalt. While it is possible for the developer to undertake limited offsite works, it would be in the City's interest as well as the local property owners to have the entire area upgraded. For a number of years, the City has received numerous complaints around the condition of the street and regular ongoing maintenance and short term solutions have been undertaken.

These works and services include, upgrades to pavement, curb, stormwater, boulevard and sidewalk of Burnaby Avenue and Wylie Street. Furthermore, due to the requirement to raise the grade of Wylie Street the entire elevation of Wylie Street will need to be raised and upgraded to the entrance of 300 Riverside Drive (Riverside Village Plaza).

In order to accommodate the infrastructure improvements, staff are recommending the creation of a Local Area Service as the preferred method of financing the works. A 'local area service' is any municipal service that is designed to benefit an area and is paid for by local property owners through a local service tax. A Local Area Service must be established by bylaw.

In this case, there would be 7 properties that would benefit through the improved streetscape that would be subject to the bylaw. The initial design is attached in Attachment C. The estimated cost of the works as outlined in the plans is approximately \$826,000 and will, if the Local Area Service is supported, be shared across the owners of the benefiting parcels. Figure 1 shows the properties that would be included in the Local Area Service (240 and 270 Riverside Drive, 1140 and 1102 Burnaby Avenue, 251 Wylie and 1035 Westminster Avenue).

While there are 7 properties that benefit from the improvements, only 6 will be included in the Local Area Service Bylaw. 152 Riverside Drive (The Days Inn) has already paid for the upgrade of their section of road as part of an earlier development permit agreement when development took place on that site. The City is currently holding the funds to complete the works on the frontage of The Days Inn. The City will use these funds to pay for the portion of works required by The Days Inn if the local area service moves ahead, if it does not, the City will hold the funds until the works can be completed.

The cost of the works will initially be paid by the City of Penticton and the benefiting parcels will pay back the cost over a 20 year period through an additional property tax levy. Spreading out this cost will reduce the cost of any future development on these lots while providing a significant visual and pedestrian improvement for the current businesses. With increased densification that will be occurring in the surrounding area, there will be significant benefit to the community by having these improvements in place. A further benefit to the properties is there would be no latecomers owed when the parcels do redevelop in the future. The streetscape in the entire area is enhanced at once rather than patchwork as the individual parcels develop.

Under Section 213 of the *Community Charter*, Council may proceed with a Local Area Service, unless a majority of registered owners petition Council to not proceed with the project and tax that represent:

- a) at least one-half of the total assessed value of the parcels which are subject to the proposed local improvement tax; and
- b) at least one half of assessed parcels which are subject to the proposed local improvement tax

If Council supports the direction recommended by staff, all owners would be invited to participate in a formal process, where the design will be formalized.

Financial implication

The cost of the works will be funded out of the Local Improvement Reserve. Funds drawn from the reserve will be recovered and returned to the reserve as they are collected. There is sufficient funds in the reserve for this project.

Based on the current cost estimate (Attachment B) the contribution for the works, which has allocated amongst each property based on property frontage to the project, the Annual repayment is below is estimated based on the current interest rate.

The City is currently holding sufficient funds from 152 Riverside Drive to fund their section of the works and any additional funds will be returned to them on completion.

Public Works will determine if any additional infrastructure replacement will be required as part of this project and they will fund this as part of their 2019 Capital Works budget.

At the completion of the project the final project costs will be determined and the exact amounts owed by each property will be calculated. These will be finalized in a Parcel Tax Bylaw.

To protect the property owners from excessive project cost overrun any increase in total project cost shall be limited to 12% of the current estimate. Any additional cost about this will be paid by the City, with a funding source to be determined at the time.

Analysis

Support the proposal:

Staff feel that the proposed project and contribution program proposed is appropriate. The cost and benefit is shared across all parties, should support be given by the majority of owner. With the City fronting the cost and the owners paying back their portions over time, this solution is considered to be the most feasible to move the project ahead.

The property owners will get the immediate benefit of the improved local area, this will improve existing drainage issues and improve the experience for those using the area. In one of the most visible gateways to our community, the improvements will be a much welcomed enhancement for our city.

The bylaw contains provisions to protect property owners from cost overruns and ensures the levy is reduced

if the project is completed under budget. Owners additional contribution is capped will not pay more if there are cost overruns as their contribution is capped to not increase more than 12% from the estimate.

Oppose the proposal:

The alternative is to not move forward with the Local Service area and to enter into an extended service agreement with the developer and have them undertake a limited scope of works. While this will enable the development to continue, the City will lose the benefit of the upgrade to the wider area. If the petition process with the landowners fails, then the owner of 240 Riverside Drive will be required, in accordance with Council’s direction, to enter into the excess services resolution.

Alternate recommendations

That Council decline to create a local area service and direct staff to present an excess services bylaw for the development at 240 Riverside to construct part of these works.

Attachments

Attachment A – Map showing properties subject to local area service

Attachment B – Cost Estimates




Attachment C – Project Design

Attachment D – Local Area Service (Burnaby Avenue, Wylie Street, Riverside Drive) Bylaw No. 2018-41

Respectfully submitted,

Michael Hodges
Development Infrastructure Manager

Concurrence:

<p>DDS</p> 	<p>GMI</p> 	<p>CFO</p> 	<p>CAO</p> <p>PW</p>
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Attachment A

Image showing properties subject to local area service (Road upgrade area in Blue)



Attachment B

Cost Estimates

Cost of works	825,769.98			
Address	Benifiting Fontage (m)	% Of total cost of works	Contruption for the works	Annual repayment
270 Riverside	126.8	19%	156,927.58	10,975.83
152 Riverside	77.7	12%	96,189.33	
240 Riverside	127.8	19%	158,222.21	11,066.38
1140 Burnaby	86.6	13%	107,179.99	7,496.38
1102 Burnaby	140.9	21%	174,385.16	12,196.85
251 Wylie	37.6	6%	46,548.17	3,255.67
1035 Westminister	69.7	10%	86,317.54	6,037.22



Notes:

- Existing**
- Gas main
 - Electrical cable/telephone
 - Sanitary sewer
 - Storm sewer
 - Domestic watermain
 - Raw watermain
 - Property line
 - Curb & gutter
 - Edge of asphalt
 - Inspection chamber
 - Sanitary manhole
 - Storm manhole
 - Double catch basin
 - Side inlet catch basin
 - Top inlet catch basin
 - Catch basin manhole
 - Storm oil interceptor
 - Water valve
 - Water curb stop
 - Water hydrant
 - Water air valve
 - Street light
 - Power pole
 - Electrical service box
 - Electrical vault
 - Electrical transformer

- Proposed**
- Gas main
 - Electrical cable/telephone
 - Sanitary sewer
 - Storm sewer
 - Domestic watermain
 - Raw watermain
 - Property line
 - Curb & gutter
 - Edge of asphalt
 - Sanitary service
 - Inspection chamber
 - Sanitary manhole
 - Storm manhole
 - Double catch basin
 - Side inlet catch basin
 - Top inlet catch basin
 - Catch basin manhole
 - Storm oil interceptor
 - Water service
 - Water valve
 - Water curb stop
 - Water hydrant
 - Water air valve
 - Street light
 - Power pole
 - Electrical service box
 - Electrical vault
 - Electrical transformer

No.	MM/DD/YYYY	Date	By	Revisions	CKD



Engineers Seal

Scale horiz. 1:500
 Scale vert. N/A
 Sheet 01 of 01
 Drawn by DD
 Approved by XX
 Plot date 12/01/2018

Project
 240 RIVERSIDE - TOWNHOUSE DEVELOPMENT
 Title
ATTACHMENT C
 FOR DISCUSSION ONLY - OFFSITE WORKS

Drawing No.
 DWG NO.
 Revision No.
 REV NO. 1

The Corporation of the City of Penticton

Bylaw No. 2018-41

A bylaw to establish a local area service and to authorize the construction of roadway improvements on Burnaby Avenue, Wylie Street and Riverside Drive.

WHEREAS Section 211(1)(b) of the *Community Charter* authorizes Council to proceed with a local area service, subject to a petition against by property owners subject to a local area service tax;

AND WHEREAS notice of Council's intention to undertake a local area service under its own initiative has occurred in accordance with Section 213 of the *Community Charter*;

AND WHEREAS fewer than 50% of the property owners representing less than 50% of the total assessed value of the properties subject to the local area service tax described herein have petitioned against the local service tax;

AND WHEREAS the Corporate Officer has determined the sufficiency and validity of every petition against the local area service tax, and certified her determination;

AND WHEREAS the *Community Charter* provides for a part of the cost to be borne by property owners benefitting from a local area service and for the levy and imposition of a local service tax to be imposed on benefitting properties to recover the owners' portion of the costs;

NOW THEREFORE the Municipal Council of the Corporation of the City of Penticton in open meeting assembled ENACTS AS FOLLOWS:

Title

1. This bylaw may be cited for all purposes as the "Local Area Service (Burnaby Avenue, Wylie Street and Riverside Drive) Bylaw No. 2018-41".

Definitions

2. In this bylaw, unless otherwise stated, the following words and terms shall have the following meanings:

"actual project cost" means the final cost of the project after construction is complete including engineering, sales taxes and contingencies, but does not include post-construction maintenance and operational costs.

"annual tax rate" means the rate charged annually per meter of frontage as calculated under Section 7 of this bylaw.

"current tax year" means:

- a) the current year; or
- b) if taxes under this bylaw have been paid for the current year, the year following the current year.

When applied in a formula in this bylaw, the current tax year shall be expressed as a number between 2019-2040.

“estimated project cost” means the total estimated project cost as determined by the City Engineering Department prior to construction.

“frontage” means the total length of the property fronting the project area.

“interest” means a rate of interest charged annually on an outstanding principle. Determined to be Prime plus 2 for the month that the construction is completed.

“project area” means the area shown in blue crosshatching on Schedule A of this bylaw.

“total frontage” means the sum of the frontage of all the assessed parcels fronting the project area and for the purpose of this bylaw has a value of 382.703 metres.

Project description

3. The local area service shall be the upgrade of the existing road way and the installation of new sidewalk, street trees, irrigation, and street lighting on Burnaby Avenue, Wylie Street and Riverside Drive as shown in Schedule A.

Project location

4. The boundaries of the local service area are shown in blue within Schedule A of this bylaw.
5. Assessed parcels which shall be subject to the local service tax under this bylaw, are those parcels, within the area shown in heavy red line in Schedule A of this bylaw.

Total Project cost

6. The estimated total project cost for the local area service is \$825,770.

Portion of cost of service recovered from land owners

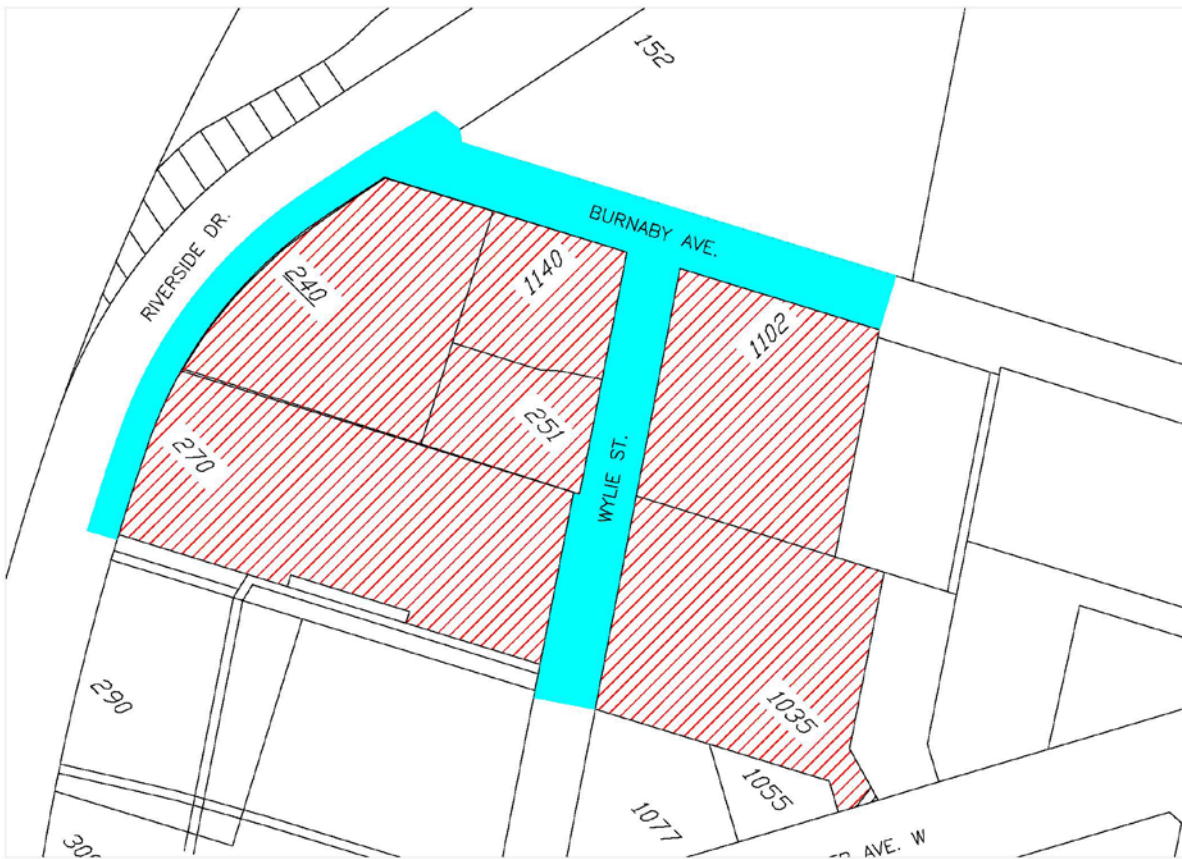
7. The total portion of the local area service cost that will be recovered from property owners under Section 9, through the local service tax shall be the lessor of:
 - a) the actual project cost, or
 - b) 12% over the estimated project cost of \$825,770

Form of local service tax and methods of cost recovery

8. The local area service tax shall be imposed as a parcel tax on the frontage of each parcel in accordance with Section 202(2)(c) of the *Community Charter*.
9. Each year, property owners shall pay the annual tax rate/meter of frontage, including interest, for a period of 20 years.

Schedule A

Local Area Service Boundary



Council Report

penticton.ca

Date: May 22, 2018 **File No:** Civic
To: Peter Weeber, Chief Administrative Officer
From: Ken Kunka, Building and Permitting Manager
Address: 101 & 102 – 796 Government Street

Subject: **Request for Removal of Section 219 “No Suite” Covenant from Title**

Staff Recommendation

THAT Council direct staff to notify Land Titles to discharge Section 219 “no suite” covenant CA2401718 registered against 102 – 796 Government Street, Strata Lot 2, DL 249, SDYD, Strata Plan EPS1008;

AND THAT Council also support discharge of Section 219 covenant CA2401719, registered against 101-796 Government Street, Strata Lot 1, DL 249, SDYD, Strata Plan EPS1008.

Strategic priority objective

NA

Background

Staff have received an application from the property owner of 102-796 Government requesting the discharge of the Section 219 covenant registered on the property restricting the development of suites within the duplex unit. At the time of the original construction of the duplex in 2012, suites within a duplex were not permitted under the applicable Zoning Bylaw No.87-65.

The covenant states “in the event the Transferor applies for a Building Permit to construct a Duplex on the Lands, such construction and the siting thereof shall only be in accordance with the said Rezoning Application #2009-18.”

The applicant had purchased the property in 2017 with a non-compliant rental suite located in the basement level of the unit. The suite was created by the original owner in violation of the covenant restrictions.

Zoning

Currently under Zoning Bylaw 2017-08, duplex suites are now permitted under section:

8.3 Duplex Suite

8.3.1 Limitation of Suites

8.3.1.1 No more than one (1) accessory suite shall be permitted in a duplex unit.

8.3.1.2 Minimum amenity space: 15m2 of amenity space shall be provided individually for the suite.

8.3.2 Strata Titles

An accessory suite may not be sited or located on a separate titled parcel from the principal dwelling unit or be created as a strata lot within the duplex.

8.3.3 Parking and Access Requirements

.1 One on-site parking space is required for the accessory suite in addition to those spaces required for the duplex;

.2 All required parking spaces shall be located on the subject lot;

The owner has worked with Building Department staff to bring the rental suite into compliance under the building permit and wishes the covenant to be cleared from the title as it is now unnecessary. A business license to operate the rental unit will be required prior to tenant occupancy.

Financial implication

There is no cost to the City as the fees associated with the discharge of the covenant will be the responsibility of the applicant.

Analysis

Based on the current Zoning Bylaw, staff recommends that Council approve the application to discharge the restrictive covenant registered to the subject property as well as the covenant registered on the neighbouring property at 101-796 Government Street. The covenants are no longer necessary with the creation of suites permitted within a duplex under control of building permit and business license regulations.

Alternate recommendations

- 1. That Council decline to remove the "no-suite" covenants for 101 and 102 – 796 Government Street.

Attachments


NA

Respectfully submitted,

Concurrence:



Ken Kunka, ASCT, RBO
Building and Permitting Manager

<p>Director</p> 	<p>Chief Administrative Officer</p> <p>PW</p>
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Council Report

penticton.ca

Date: May 22, 2018
To: Peter Weeber, Chief Administrative Officer
From: Angela Campbell, Controller
Subject: **Downtown Penticton Association Grant Request**

File No: 1610

Staff Recommendation

That Council approves \$2,500 of the cash grant request to the Downtown Penticton Association.

Background

The City has received a grant application from the Downtown Penticton Association (DPA) for \$5,000 assistance with hosting the 2018 Canada Day Fireworks show. The DPA has partnered with the Penticton Lakeside Resort and is gathering community, business, corporate and individual donations to raise funds for the event.

Financial Implication

During the budget process an amount is allocated to 'other' grants to fund requests that are made during the year. The current remaining budget available to allocate is \$10,474.

Analysis

The Canada Day Fireworks is a free event for the entire City as well as out of town visitors to celebrate Canada's birthday which draws between 5,000-6,000 attendees. The City has in the past provided cash grants for this event in the amount of \$1,500 for 2017 and 2016 and has already approved a grant for Canada Day events in the amount of \$5,500 to the DPA.

Alternate Recommendations

That Council approves the \$5,000 cash grant request to the Downtown Penticton Association.

That Council denies the cash grant request for \$5,000 to the Downtown Penticton Association.

Attachments

Attachment A – Grant Application

Attachment B – Grant Scorecard

Attachment C – Eventful Penticton Matrix

Respectfully submitted,



Angela Campbell
Controller

Chief Financial Officer <i>LWB</i>	Chief Administrative Officer PW
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Council Policy

penticton.ca

Application Form – Municipal Grants

Grant Year: 2018 Application Deadline Date: _____

Name of Organization: Downtown Penticton Association

Organization Website: www.downtownpenticton.org

Eligibility Criteria Checklist

1. Not-for-Profit Status:

CRA/Society Act Number: S-0037404

2. Community Based:

Mailing Address of Organization: 3-212 Main St

City: Penticton BC Postal Code: V2A 5B2

3. Accessible to Penticton Residents:

How many active members in your organization: STAFF 3 Fulltime Property membership (owners) 350

4. Additional Funding Sources Sought:

Please list confirmed/contacted granting agencies: Fireworks Goal for July 12017 - \$25,000

Ellis Don Construction \$6000 confirmed }

Community donation received as of May 4 - \$2000 } Total \$8000

Please list confirmed/contacted corporate sponsors: As of May 4th

Ellis Don, Greyback Construction, Pent. Western News, 2 anonymous

5. No Duplication (without excess demand):

6. If there are events/programs/projects of a similar nature in the Penticton area, please list them and provide data/evidence of excess market demand: _____

Organization Information

7. Briefly describe the organization's mission or purpose: To create a sense of community for the entire city by hosting family, free events.

8. (E) If the organization has received assistance from the City of Penticton in cash (C), value in-kind (VIK), lease/licence to use (L), maintenance (M), rent (R), tax exemption (T) or other (O) please specify:

Year: 2017 Type(s): C Amount: 1500 Purpose: Fireworks

Year: 2016 Type(s): C Amount: 1500 Purpose: Fireworks

Year: _____ Type(s): _____ Amount: _____ Purpose: _____

9. (E) If the organization provides financial assistance to other organizations/societies please list below:

N/A

Grant Request and Outcomes

10. Briefly describe the event/program/project for which the organization is applying, including its location/venue and timing: Partnering with Penticton Lakeside Resort, we are gathering community, business, corporate + individual donations to sponsor Canada Day 2018 Fireworks show.

11. (E) If the organization is supplying a service which enhances the City's Community Services please describe below: N/A

12. (E) Does the organization occupy a City property through a lease, license to use or rental agreement? If yes please list the address of the property:

N/A

13. (E) If the organization is holding a core event please complete the following:

How does the event/program/project align with the City's vision?

DPA is hosting Canada Day 2018 at Gyro Park 9am-6pm. Expected attendance - 5000-6000 people -

Has the event/program/project been in the community more than 5 years? (Y/N) N

If yes, how many? 2 previous for Fireworks component.

14. What is the event/program/projects annual attendance? 5000-6000 at Canada Day
1000+ for 10pm fireworks.
15. (E) What is the length (in years) that the organization is applying to receive grant funding? 1
(maximum of 5 for sustainable grants, maximum of 3 for seed grants)
16. (E) If your organization is applying for a municipal grant in order to host an event or series of events:
- Will the event(s) attract overnight visitors? (Y/N) Y (E) If yes, how many? 100+
 - Will the event(s) budget for external marketing? (Y/N) Y If yes, how much? \$500
- (NOTE: Yes answers result in use of attached Eventful Penticton matrix to evaluate the application)

Category:

17. Select one category that best captures the event/program/project:

- Arts, Culture & Heritage:
- Health, Safety & Social Services:
- Parks, Recreation & Sport:

Community Value:

18. (E) Which other businesses or organizations are involved in this event/program/project? Please list partners and briefly describe their roles: Penticton Lakeside Resort + DPA
partnering for 2018 Fireworks show

19. (E) How many residents will directly benefit from this event/program/project? 2000

20. (E) How many volunteers will be needed and how will they be recruited, trained and recognized? DPA on July 1st 3 Full time, 3 part time summer students

City Value:

21. (E) How will the event/program/project strengthen the City of Penticton's Council Priorities?

Sustainable: _____

Livable: _____

Smart: _____

Connected & Strong: Free family Canada event -> Partnership w/ City of Penticton
to offer a special + welcoming show - quality of life

22. (E) Indicate outcomes of the event/program/project of the organization: _____

Full of families -> their guests to our city enjoying + celebrating
Canada's birthday.

23. (E) How will the organization measure the outcomes listed above: _____

Being that people will be watching from the beach on Okanagan Lake, hotel + restaurant patios + boats - we will have to do our best estimate !!

Financial Information

24. (E) Total budgeted expenses for event/program/project: \$ 25000 goal

Less (enter as negative):

Amount contributed by the organization: \$ _____

Amount contributed by other partners: \$ _____

Amount contributed by granting agencies, sponsors: \$ 20000 (expected)

Municipal grant requested: Cash \$ 5000 VIK\$ \$ 5000

Budgeted surplus/deficit: \$ 0.00

If the organization is applying for the first time, please provide the organization's most current financial statements, attached to the application.

(NOTE: This is a requirement. Audited or reviewed financial statements are preferred, if available)

All applicants please provide:

- Balance sheet or statement of financial position for immediately prior year
- Income statement or statement of financial activities for the immediately prior year
- Budgeted income statement or statement of financial activities for the grant year

Contact Information

Contact Person: Lynn Allin Position/Title: Executive Director

Cell/Telephone: 250 493-8540 Email: lynn@downtownpenticton.org

Signatures

By signing below the representatives of the organization thereby acknowledge that they have fully read and understand the policy conditions and agree to be bound by them and that the information included in this application is true and correct to the best of their knowledge.

<u>Lynn Allin</u> Signature	<u>Lynn Allin, Executive Director</u> Name and position	<u>May 8, 2018</u> Date
_____ Telephone	_____ Email	
_____ Signature	_____ Name and position	_____ Date
_____ Telephone	_____ Email	

All completed applications, reporting out forms, and correspondence should be forwarded in accordance with timelines specified herein to the attention of the Controller at Penticton City Hall.

Municipal Grant Application Review

Organization: Downtown Penticton Association

Purpose: To create a sense of community for the entire City by hosting family free events, this application is for the Canada Day Fireworks show

Type:
Seed 1 year 2 year 3 year

Eligibility:
 Application Complete
 Not for Profit
 Community Based
 Accessible to all Residents
 Not duplicated event

Sustainable
 Enhance Community Services
 Utilizing City Property
 Core Penticton Event
 Length of application (in years) _____

Evaluation Criteria:
Community Value
 Number of participants/residents/volunteers 5000-6000

Number of partners 1 Partners: Penticton Lakeside Resort

Number of sponsors 5 Sponsors: Ellis Don, Greyback Construction, Penticton Western News, anonymous

City Value
Strategic Pillars
 Sustainable
 Livable
 Smart
 Connected & Strong
City Assistance
 Comment _____
Supports a healthy community and quality of life for all ages
 Type provided: _____

Category
 Arts, Culture & Heritage
 Health, Safety & Social Services
 Parks, Recreation & Sport
 Comment _____
Celebrating Canada Day

Eventful Penticton Score: 10

Financial:	2018	2017		2016	
		Budget	Actuals	Budget	Actuals
Grant Request:	-	-	-	-	-
In Kind	-	-	-	-	-
Cash	5,000.00	1,500.00	1,500.00	1,500.00	1,500.00
Total	5,000.00	1,500.00	1,500.00	1,500.00	1,500.00

Other Revenues	-	Tax Exemption	No	-	2017
Contributions from other partners	-			-	2018
Contributions from sponsors	20,000.00				
Event Budget	25,000.00	Other Assistance:		Amount	Year
Surplus/(Deficit)	-	Non-market rent	No	-	

Comments:
 The DPA also received a \$5,500 grant for the other Canada Day festivities for 2018

Eventful Penticton Matrix - DPA Canada Day

Eligibility Criteria	Evaluation Criteria	Description
Not-for-Profit Status		CRA/Society Act
Community Based		City of Penticton Address
Accessible to All Residents		Membership/User Profile
Additional Funding Sought		Grants/Sponsors
No Duplication		Evidence of Excess Demand?
	1	Branding/Fit (2)
		Aligns with City, Vision (2)
	0	Timing (6)
		No Conflicts? (1); Jun, Sept (1); Apr, May, Oct (3); Nov-Mar(5)
		Venue (2)
		Meets Capacity? Undiscovered?
	3	Duration (8)
		Ongoing (2); Charity/Legacy (1); 2-3 Days (1); 4- 6 Days (3); 7+ (5)
	0	Visitation (7)
		>100 Room Nights (1); >500 (3); >1000 (5); Out of Town >50% (1); Out of Province >20% (1)
	1	Profile (3)
		Western (1); National (3)
		Data Mining/Sharing (1); Local Host (1); Diverse Funding (1) Volunteer/Succession Plan (2);
	2	Sustainability (6)
		Green Program (1)
		Active Leisure (2); Arts/Culture (2);
		Camps/Conferences (1); Beach/Lake (1);
	2	Target Markets (10)
		Food/Drink (1); Vehicle/Vintage (1); Officials (1); Recruits Millennials/Retirees (1)
	2	Guiding Principles (6)
		Collaborative (1); Distinctive in BC (2); Inclusive (1); Creative (1); Proactive, 12-18 months out (1)
		Bid Fee or VIK>\$10K (-1); \$10K-\$100K (-3);
		>\$100K (-5); Biz Redux/Displacement/Public Opposition (-3)
	-1	Risk Level (0)
10 Total Score (/50 maximum)		

Comments:

Council Report

penticton.ca

Date: May 22, 2018 File No: 1610
To: Peter Weeber, Chief Administrative Officer
From: Angela Campbell, Controller
Subject: **Choir for Carnegie (Our Redeemer Lutheran Church) Grant Request**

Staff Recommendation

THAT Council declines the request of a \$5,000 cash grant from Choir for Carnegie (Our Redeemer Lutheran Church).

Background

The City has received a grant application from Choir for Carnegie (under Our Redeemer Lutheran Church) for assistance in attending the performance of Joseph Martin's Cantata "The Winter Rose" at Carnegie Hall in New York. They are the only choir in BC to have been invited to perform at the event November 26, 2018.

Financial Implication

During the budget process an amount is allocated to 'other' grants to fund requests that are made during the year. The current remaining budget available to allocate is \$10,474.

Analysis

Eligibility requirements in the Grants Policy require applications for events/programs to be both community based and accessible to all residents. Although Our Redeemer Lutheran Church and the Choir itself are community based and accessible, the nature of the grant is to send the Choir to New York which provides benefit to the limited number of participants attending the event, however there will be media exposure about the Choir's participation in the performance.

Alternate Recommendations

That Council approves 50% or \$2,500 of the cash grant request to Choir for Carnegie (Our Redeemer Lutheran Church).

That Council approves the cash grant request for \$5,000 to Choir for Carnegie (Our Redeemer Lutheran Church).

Attachments

Attachment A – Grant Application

Attachment B – DCINY Correspondence

Attachment C – Grant Scorecard

Respectfully submitted,



Angela Campbell
Controller

Chief Financial Officer <i>LWB</i>	Chief Administrative Officer PW
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Council Policy

penticton.ca

Application Form – Municipal Grants

Grant Year: 2018 Application Deadline Date: _____

Name of Organization: Choir for Carnegie

Organization Website: _____

Eligibility Criteria Checklist

1. Not-for-Profit Status:

CRA/Society Act Number: _____

2. Community Based:

Mailing Address of Organization: Shayla Sipila %ORLC, 1370 Church St.

City: Penticton Postal Code: V2A 4R8

3. Accessible to Penticton Residents:

How many active members in your organization: 19

4. Additional Funding Sources Sought:

Please list confirmed/contacted granting agencies: _____

Please list confirmed/contacted corporate sponsors: PARK EX Sales, Penticton ;

WAYCON MANUFACTURING, PENTICTON ; SAVE ON FOODS, PENTICTON ;

5. No Duplication (without excess demand): ?

6. If there are events/programs/projects of a similar nature in the Penticton area, please list them and provide data/evidence of excess market demand: _____

Okanagan Christian Men's Choir

Tuneagers

Organization Information

7. Briefly describe the organization's mission or purpose: To bring joy! To represent our community in an INTERNATIONAL EVENT IN NEW YORK at Carnegie Hall.

8. (E) If the organization has received assistance from the City of Penticton in cash (C), value in-kind (VIK), lease/licence to use (L), maintenance (M), rent (R), tax exemption (T) or other (O) please specify:

Year: _____ Type(s): _____ Amount: _____ Purpose: _____

Year: _____ Type(s): _____ Amount: _____ Purpose: _____

Year: _____ Type(s): _____ Amount: _____ Purpose: _____

9. (E) If the organization provides financial assistance to other organizations/societies please list below:

Grant Request and Outcomes

10. Briefly describe the event/program/project for which the organization is applying, including its location/venue and timing: THE PREMIERE PERFORMANCE OF JOSEPH MARTIN'S CANTATA "THE WINTER ROSE" AT CARNAGIE HALL NEW YORK. WE ARE THE ONLY CHOIR IN B.C. TO HAVE BEEN INVITED TO PERFORM AT THIS MOST PRESTIGIOUS EVENT. NOV 26 2018

11. (E) If the organization is supplying a service which enhances the City's Community Services please describe below:

12. (E) Does the organization occupy a City property through a lease, license to use or rental agreement? If yes please list the address of the property:

No

13. (E) If the organization is holding a core event please complete the following:

How does the event/program/project align with the City's vision?

WE HAVE A FUNDRAISING CONCERT ON MAY 27 @ 7pm. at OUR REDEEMER LUTHERAN CHURCH 1370 CHURCH ST.

Has the event/program/project been in the community more than 5 years? (Y/N) yes

If yes, how many? 50 yrs

14. What is the event/program/projects annual attendance? 80+ in Penticton 1500 in NY
15. (E) What is the length (in years) that the organization is applying to receive grant funding? 1
(maximum of 5 for sustainable grants, maximum of 3 for seed grants)
16. (E) If your organization is applying for a municipal grant in order to host an event or series of events:
- Will the event(s) attract overnight visitors? (Y/N) N (E) If yes, how many? _____
 - Will the event(s) budget for external marketing? (Y/N) N If yes, how much? \$ _____
- (NOTE: Yes answers result in use of attached Eventful Penticton matrix to evaluate the application)

Category:

17. Select one category that best captures the event/program/project:

- Arts, Culture & Heritage:
- Health, Safety & Social Services:
- Parks, Recreation & Sport:

Community Value:

18. (E) Which other businesses or organizations are involved in this event/program/project? Please list partners and briefly describe their roles: OUR REDEEMER LUTHERAN CHURCH
? FINANCIAL SUPPORT THROUGH MEMBERS
? USHERING ? SERVING REFRESHMENTS

19. (E) How many residents will directly benefit from this event/program/project? 120

20. (E) How many volunteers will be needed and how will they be recruited, trained and recognized?
WE, THE CHOIR, ARE A TOTAL OF 17 VOLUNTEERS
ALWAYS IN TRAINING and recognized by audience reaction & media

City Value:

21. (E) How will the event/program/project strengthen the City of Penticton's Council Priorities?

Sustainable: BRING SPOTLIGHT ONTO PENTICTON

Livable: Singing brings happiness (proven fact)

Smart: _____

Connected & Strong: AS THE CHOIR REPRESENTS PENTICTON AS AMBASSADORS and will be ACKNOWLEDGE AS SUCH during the NY CONCERT

22. (E) Indicate outcomes of the event/program/project of the organization:
SPOTLIGHT ON PENTICTON ESPECIALLY THE ARTS via Newspaper,
TELEVISION, RADIO BEFORE & AFTER OUR RETURN

23. (E) How will the organization measure the outcomes listed above: _____
IN the way we bring, both for the audience and participants
HOPEFULLY MORE CONCERTS

Financial Information

24. (E) Total budgeted expenses for event/program/project: \$ 49,214.40

Less (enter as negative):

Amount contributed by the organization: \$ 6,570.00

Amount contributed by other partners: \$ 4,261.00

Amount contributed by granting agencies, sponsors: \$ _____

Municipal grant requested: Cash \$ _____ VIK\$ \$ 5,000

Budgeted surplus/deficit: \$ 0.00

* SEE ATTACHED Financial page

If the organization is applying for the first time, please provide the organization's most current financial statements, attached to the application.

(NOTE: This is a requirement. Audited or reviewed financial statements are preferred, if available)

All applicants please provide:

- Balance sheet or statement of financial position for immediately prior year
- Income statement or statement of financial activities for the immediately prior year
- Budgeted income statement or statement of financial activities for the grant year

Contact Information

Contact Person: SHAYLA SIPILA Position/Title: DIRECTOR

Cell/Telephone: 778-476-3456 Email: shayla.music@gmail.com

Signatures

By signing below the representatives of the organization thereby acknowledge that they have fully read and understand the policy conditions and agree to be bound by them and that the information included in this application is true and correct to the best of their knowledge.

<u>Shayla Sipila</u> Signature	<u>SHAYLA SIPILA</u> <u>DIRECTOR</u> Name and position	<u>MAY 3/18</u> Date
<u>778-476-3456</u> Telephone	<u>shayla.music@gmail.com</u> Email	
<u>Irene Gateson</u> Signature	<u>IRENE GATESON, TREAS</u> Name and position	<u>MAY 3/18</u> Date
<u>250-488-5827</u> Telephone	<u>gatesonid@shaw.ca</u> Email	

All completed applications, reporting out forms, and correspondence should be forwarded in accordance with timelines specified herein to the attention of the Controller at Penticton City Hall.

Thursday, April 12, 2018

Ms. Shayla Sipilä Willmot
Director
Our Redeemer Lutheran Church, Penticton
1370 Church Street
Penticton, BC V2A 4R8
CAN

Dear Shayla Sipilä Willmot,

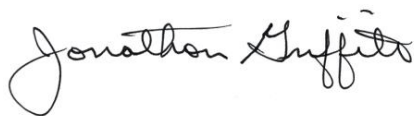
In recognition of your dedication to musical excellence, and due to the high quality of your audition recording, it is with great pleasure that I extend an invitation to you and the Our Redeemer Lutheran Church Choir to participate in the New York Premiere performance of Joseph Martin's *The Winter Rose* on the DCINY Concert Series in New York City. This performance on Monday, November 26, 2018 at Carnegie Hall's Isaac Stern Auditorium will be conducted by the composer himself, Mr. Joseph Martin. Congratulations to you and your singers on this wonderful achievement and recognition.

A limited number of ensembles are being selected for this truly special invitation. Your musicians will join with other outstanding choristers to form the Distinguished Concerts Singers International, a choir of distinction. DCINY, a professional production company with experience presenting at venues including Carnegie Hall and Lincoln Center for the Performing Arts, provides participants a quality experience of the highest caliber with professional musicians and soloists and in order to maintain the integrity of the music and to ensure a quality experience, we will be limiting the number of performers. The residency includes two half-days of rehearsals and clinics, culminating in a performance accompanied by Distinguished Concerts Orchestra with Mr. Martin on the podium.

I am excited about the prospect of including you and your singers in pursuit of a glorious and memorable concert. It is only fitting that you are given this unique opportunity to perform in one of the world's greatest concert halls, which itself represents excellence and musical achievement.

I look forward to your call, whether it is to accept or decline this invitation and to working closely with you in the creation of a most rewarding performance for your performers.

With kind regards,



Jonathan Griffith, DMA
Artistic Director and Principal Conductor



250 W. 57th St. Suite 1610 • New York, NY 10107 • 212.707.8566
Fax: 646.736.0437 • www.DCINY.org
Contact: Press@DCINY.org

PRESS RELEASE

FOR IMMEDIATE RELEASE:

Our Redeemer Lutheran Church Choir, Penticton, British Columbia Invited to Perform at Carnegie Hall in New York City with Composer Joseph Martin

New York, N.Y. – April 19, 2018

Outstanding music program
receives special invitation

Distinguished Concerts International New York City (DCINY) announced today that Shayla Sipilä Willmot and the Our Redeemer Lutheran Church, Penticton, British Columbia have been invited to participate in the New York Premiere performance of Joseph Martin's *The Winter Rose* on the DCINY Concert Series in New York City. This performance at Carnegie Hall is planned to take place on Monday, November 26, 2018. These outstanding musicians will join with other choristers to form the Distinguished Concerts Singers International, a choir of distinction. Conductor and Composer Joseph Martin will lead the performance and will serve as the clinician for the residency.

Why the invitation was extended

Dr. Jonathan Griffith, Artistic Director and Principal Conductor for DCINY states: "The Our Redeemer Lutheran Church Choir received this invitation because of the quality and high level of musicianship demonstrated by the singers as well as the exceptional quality of their audition recording."

"It is quite an honor just to be invited to perform in New York. These wonderful musicians not only represent a high quality of music and education, but they also become ambassadors for the entire community. This is an event of extreme pride for everybody and deserving of the community's recognition and support."

The singers will spend 5 days and 4 nights in New York City in preparation for their concert. "The singers will spend approximately 9-10 hours in rehearsals over the 5 day residency," says Griffith. "Not all of the time is spent in rehearsals, since there is so much history and culture to see in New York City. However, the performance is the primary purpose for their visit to the city." Members of the community are encouraged to give financial support in sending these singers to New York by contacting Shayla Sipilä Willmot via email at shayla.music@gmail.com.

Composer/Conductor
Joseph Martin

Joseph Martin, a native of North Carolina, earned his Bachelor of Music degree in Piano Performance at Furman University in Greenville, SC. Subsequently he earned a Master of Music degree in Piano Performance at the University of Texas, Austin. Joseph taught for five years in the Piano Pedagogy Department of the University of Texas. His piano teachers include Jimmy Woodle, David Gibson, Amanda Vick Lethco, Martha Hilley and Danielle Martin. While at Furman University, he was accompanist for choral director and composer Milburn Price and, inspired by his teaching, Martin began to compose. He is a member of the staff of Shawnee Press as Director of Sacred Publications, with responsibilities for overseeing the editorial and creative direction of the company's

sacred publications and also coordinating the recording and production aspects of future sacred publishing efforts. Joseph has performed solo piano recitals and has been the featured artist with symphony orchestras in the US and Mexico. As winner of the Nina Plant Wideman Competition, he performed with the Guadalajara Symphony Orchestra. His solo recital in Ex-convento del Carmen was broadcast nationally throughout the country. Though he continues to perform in concert, he now devotes his efforts to playing in churches and for conferences of church musicians.

His first solo piano recording, *American Tapestry*, was nominated for a Dove Award. This album, along with his other recordings ("Songs of the Journey", "Celtic Tapestry," and "A Christmas Tapestry") has been enormously popular in the sacred and secular markets. He has recorded for Yamaha's Disklavier series and has composed hundreds of commissioned works.

Recognized throughout the United States for his many choral compositions, over 1200 compositions are currently in print and the list continues to grow.

His composition "Pieta" was recently honored with an award from the John Ness Beck Foundation.

In 2008 he was inducted as a National Patron of the Delta Omicron International Music Fraternity. Along with Mark Hayes and David Angerman, Joseph has co-authored a fully graded, progressive piano method for the Christian student called Keys for the Kingdom. His major works include nearly 40 choral cantatas and extended works and Song of Wisdom, a choral tone poem based on the best-selling children's book, Old Turtle.

His music can be heard in such diverse locations as Carnegie Hall in New York City; the Lawrence Welk Theatre in Branson, Missouri; and in hundreds of worship services in churches across the United States and Canada. In addition, his works have been performed in cathedrals in Germany, Austria, England, Ireland, Scotland and Austria.

Joseph lives in Austin, Texas with his children Jonathan and Aubrey and his wife Sue.

DCINY Productions

Founded by Iris Derke and Jonathan Griffith, Distinguished Concerts International New York (DCINY) is the leading producer of dynamically charged musical excellence. With its unforgettable concert experiences in renowned venues, empowering educational programs, and its global community of artists and audiences, DCINY changes lives through the power of performance.

Tickets

For more information on tickets, group sales or other special offers, please contact us at 212-707-8566 Ext. 307, or BoxOffice@DCINY.org.

Contact, Interviews, and Photos

To acquire high-resolution images of DCINY performances at Carnegie Hall and Lincoln Center for media use, interviews, and press requests, please contact Press@DCINY.org.

#

Municipal Grant Application Review

Organization: Choir for Carnegie (Via Our Redeemer Lutheran Church)

Purpose: To represent our community in an international event in New York at Carnegie Hall

Type:
Seed 1 year 2 year 3 year

Sustainable
 Enhance Community Services
 Utilizing City Property
 Core Penticton Event
 Length of application (in years) _____

Eligibility:
 Application Complete
 Not for Profit
 Community Based
 Accessible to all Residents
 Not duplicated event

Evaluation Criteria:
Community Value
 Number of participants/residents/volunteers 19
 Number of partners n/a Partners: _____
 Number of sponsors 3 Sponsors: Park Ex Sales, Waycon Manufacturing, Save on Foods

City Value
Strategic Pillars
 Sustainable Comment _____
 Livable Singing brings happiness
 Smart _____
 Connected & Strong _____
 City Assistance Type provided: _____

Category
 Arts, Culture & Heritage Only Choir in BC to have been invited to perform at this event.
 Health, Safety & Social Services _____
 Parks, Recreation & Sport _____

Eventful Penticton Score: _____

Financial:	2018	2017		2016	
		Budget	Actuals	Budget	Actuals
Grant Request:	_____	_____	_____	_____	_____
In Kind	-	-	-	-	-
Cash	5,000.00	-	-	-	-
Total	5,000.00	-	-	-	-

Other Revenues	<u>9,231.00</u>	Tax Exemption	No	_____	2017
Contributions from other partners	<u>-</u>			_____	2018
Contributions from sponsors	<u>1,600.00</u>			_____	

Event Budget	<u>49,214.00</u>	Other Assistance:		Amount	Year
Surplus/(Deficit)	<u>- 33,383.00</u>	Non-market rent	No	_____	

Bylaw No. 2018-23

A Bylaw to Amend Zoning Bylaw 2017-08

WHEREAS the Council of the City of Penticton has adopted a Zoning Bylaw pursuant the Local Government Act;

AND WHEREAS the Council of the City of Penticton wishes to amend Zoning Bylaw 2017-08;

NOW THEREFORE BE IT RESOLVED that the Municipal Council of the City of Penticton, in open meeting assembled, hereby ENACTS AS FOLLOWS:

1. Title:

This bylaw may be cited for all purposes as "Zoning Amendment Bylaw No. 2018-23".

2. Amendment:

2.1 Zoning Bylaw 2017-08 is hereby amended as follows:

Rezone Lot A District Lot 4 Group 7 Similkameen Division Yale (Formerly Yale Lytton) District Plan KAP92015, located at 249 Westminster Avenue West from CD4 (Comprehensive Development) to C5 (Urban Centre Commercial).

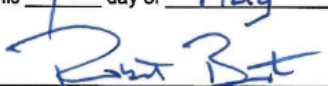
2.2 Zoning Bylaw 2017-08 is hereby amended by adding the following site specific provisions to section 11.5.4:

.8 In the case of Lot A, DL 4, Group 7, SDYD (Formerly Yale Lytton), Plan KAP92015, located at 249 Westminster Avenue West, a craft brewery/distillery and cidery shall be permitted.

2.2 Schedule 'A' attached hereto forms part of this bylaw.

READ A FIRST time this	17	day of	April, 2018
A PUBLIC HEARING was held this	8	day of	May, 2018
READ A SECOND time this	8	day of	May, 2018
READ A THIRD time this	8	day of	May, 2018
RECEIVED the approval of the Ministry of Transportation on the	9	day of	May, 2018
ADOPTED this		day of	, 2018

Notice of intention to proceed with this bylaw was published on the 27 day of April, 2018 and the 2 day of May, 2018 in the Penticton Western newspaper, pursuant to Section 94 of the Community Charter.

Approved pursuant to section 52(3)(a) of the *Transportation Act*
 this 9th day of May, 2018

 for Minister of Transportation & Infrastructure

Andrew Jakubeit, Mayor

Dana Schmidt, Corporate Officer

Bylaw No. 2018-26

A Bylaw to Amend Zoning Bylaw 2017-08

WHEREAS the Council of the City of Penticton has adopted a Zoning Bylaw pursuant the *Local Government Act*;

AND WHEREAS the Council of the City of Penticton wishes to amend Zoning Bylaw 2017-08;

NOW THEREFORE BE IT RESOLVED that the Municipal Council of the City of Penticton, in open meeting assembled, hereby ENACTS AS FOLLOWS:

1. **Title:**

This bylaw may be cited for all purposes as "Zoning Amendment Bylaw No. 2018-26".

2. **Amendment:**

2.1 Zoning Bylaw 2017-08 is hereby amended as follows:

Rezone Lot 30, District Lot 202, Similkameen Division Yale District Plan 1122, and Lot 31, District Lot 202, Similkameen Division Yale District Plan 1122, located at 500 & 512 Gahan Avenue, from R2 (Small Lot Residential) to RM5 (Urban Residential).

2.2 Schedule 'A' attached hereto forms part of this bylaw.

READ A FIRST time this	8	day of	May, 2018
A PUBLIC HEARING was held this	22	day of	May, 2018
READ A SECOND time this		day of	, 2018
READ A THIRD time this		day of	, 2018
ADOPTED this		day of	, 2018

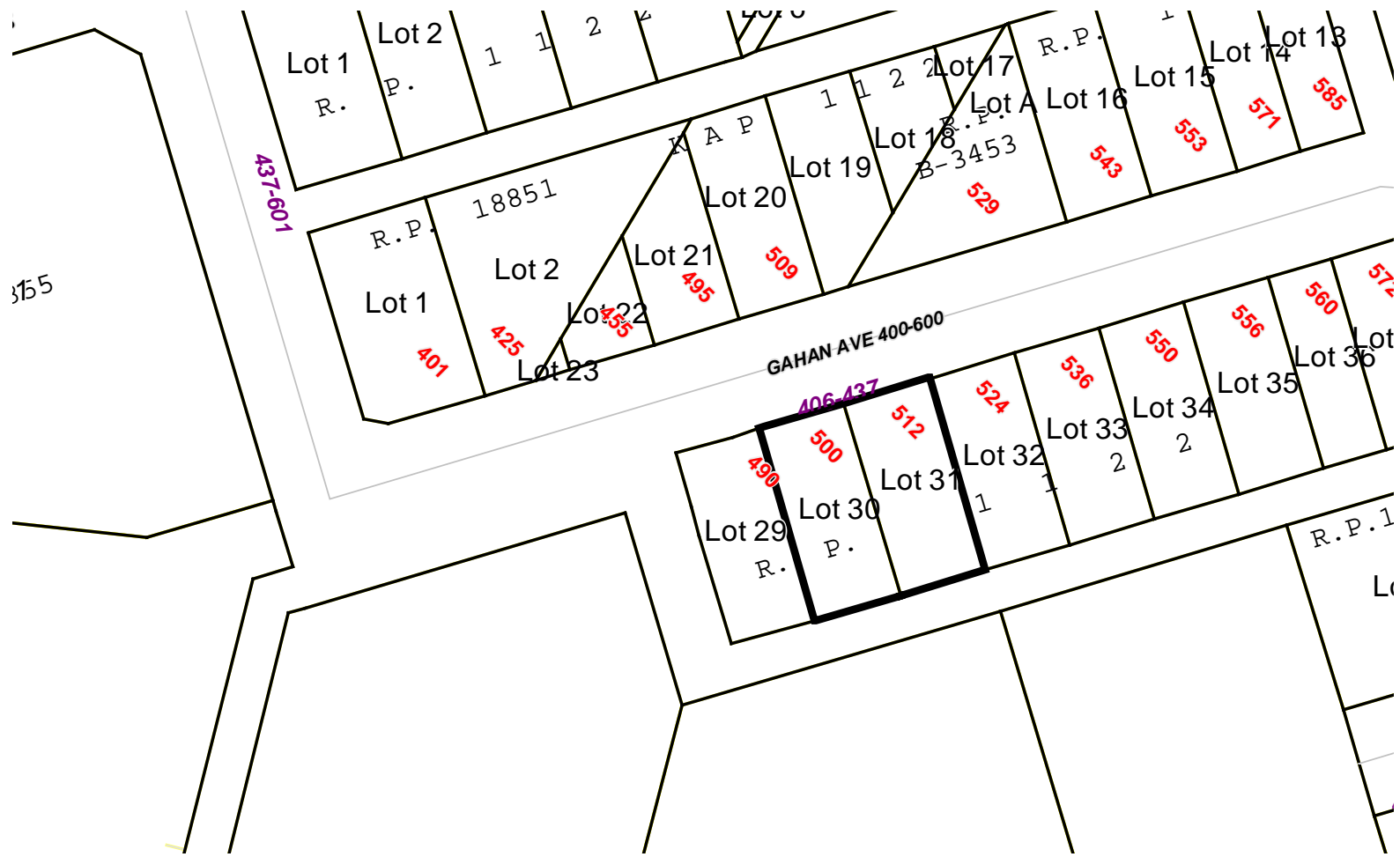
Notice of intention to proceed with this bylaw was published on the 11 day of May, 2018 and the 16 day of May, 2018 in the Penticton Western newspaper, pursuant to Section 94 of the *Community Charter*.

Andrew Jakubeit, Mayor

Dana Schmidt, Corporate Officer

Rezone 500 and 512 Gahan Avenue
From R2 (Small Lot Residential) to RM5 (Urban Residential)

ECK



City of Penticton – Schedule 'A'

Zoning Amendment Bylaw No. 2018-26

Date: _____

Corporate Officer: _____

Bylaw No. 2018-27

A Bylaw to Amend Zoning Bylaw 2017-08

WHEREAS the Council of the City of Penticton has adopted a Zoning Bylaw pursuant the *Local Government Act*;

AND WHEREAS the Council of the City of Penticton wishes to amend Zoning Bylaw 2017-08;

NOW THEREFORE BE IT RESOLVED that the Municipal Council of the City of Penticton, in open meeting assembled, hereby ENACTS AS FOLLOWS:

1. **Title:**

This bylaw may be cited for all purposes as "Zoning Amendment Bylaw No. 2018-27".

2. **Amendment:**

2.1 Zoning Bylaw 2017-08 is hereby amended as follows:

Rezone Lot 31, Block 1 District Lot 250 Similkameen Division Yale District Plan 812, located at 201 Penticton Avenue from R2 (Small Lot Residential) to RD1 (Duplex Housing).

2.2 Schedule 'A' attached hereto forms part of this bylaw.

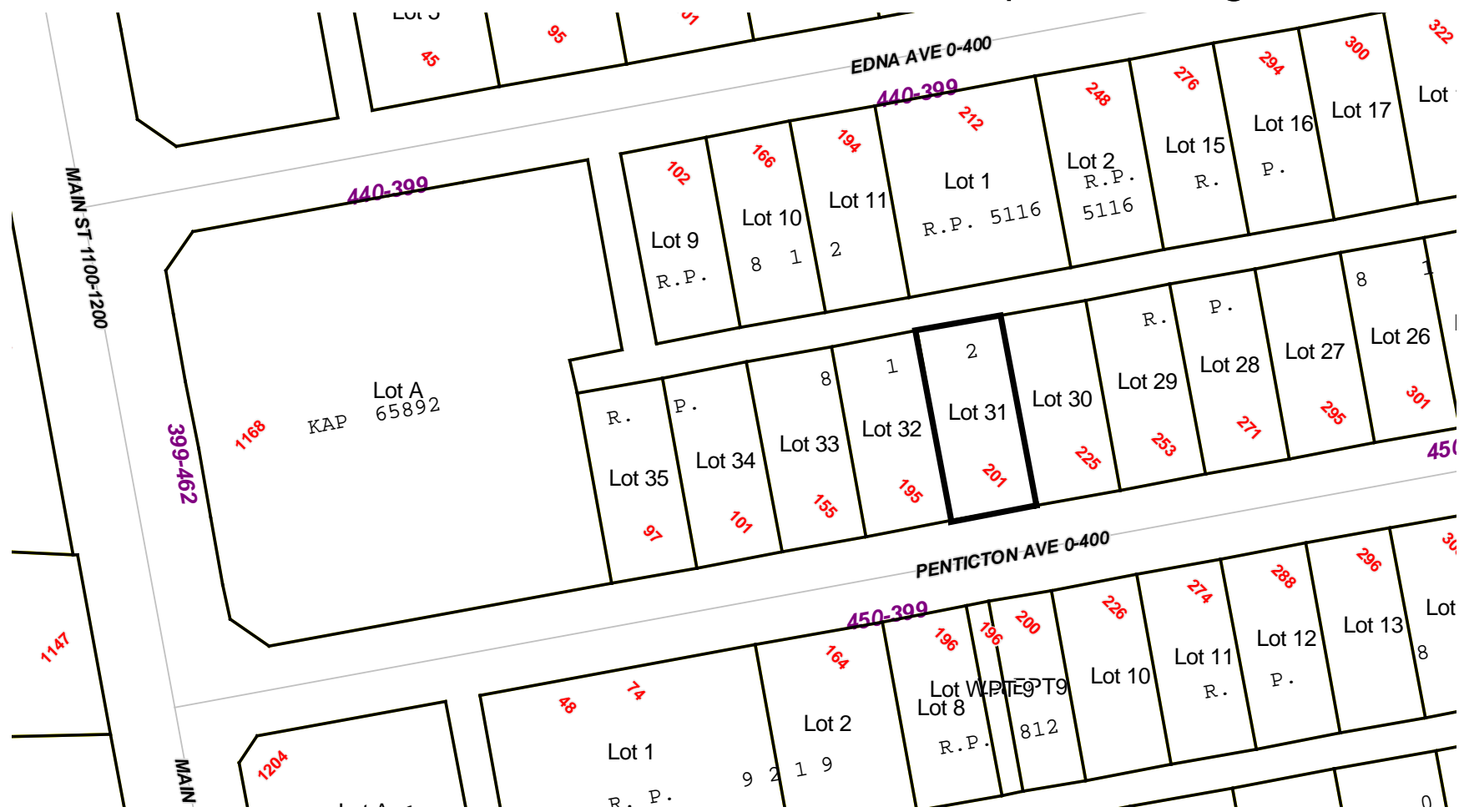
READ A FIRST time this	8	day of	May, 2018
A PUBLIC HEARING was held this	22	day of	May, 2018
READ A SECOND time this		day of	, 2018
READ A THIRD time this		day of	, 2018
ADOPTED this		day of	, 2018

Notice of intention to proceed with this bylaw was published on the 11 day of May, 2018 and the 16 day of May, 2018 in the Penticton Western newspaper, pursuant to Section 94 of the *Community Charter*.

Andrew Jakubeit, Mayor

Dana Schmidt, Corporate Officer

Rezone 201 Penticton Avenue From R2 (Small Lot Residential) to RD1 (Duplex Housing)



City of Penticton – Schedule 'A'

Zoning Amendment Bylaw No. 2018-27

Date: _____

Corporate Officer: _____

Bylaw No. 2018-28

A Bylaw to Amend Official Community Plan Bylaw 2002-20

WHEREAS the Council of the City of Penticton has adopted an Official Community Plan Bylaw pursuant to the *Local Government Act*;

AND WHEREAS the Council of the City of Penticton wishes to amend Official Community Bylaw 2002-20;

NOW THEREFORE BE IT RESOLVED that the Municipal Council of the City of Penticton, in open meeting assembled, hereby ENACTS AS FOLLOWS:

1. **Title:**

This bylaw may be cited for all purposes as "Official Community Plan Amendment Bylaw No. 2018-28."

2. **Amendment:**

"Official Community Plan Bylaw No. 2002-20" is hereby amended as follows:

2.1 Amend Schedule 'H' Development Permit Area Map for Lot 31, Block 1, District Lot 250 Similkameen Division Yale District Plan 812, located at 201 Penticton Avenue, identified in Schedule A of this bylaw, and include as Downtown Multiple Family Development Permit Area.

2.2 Schedule 'A' attached hereto forms part of this bylaw.

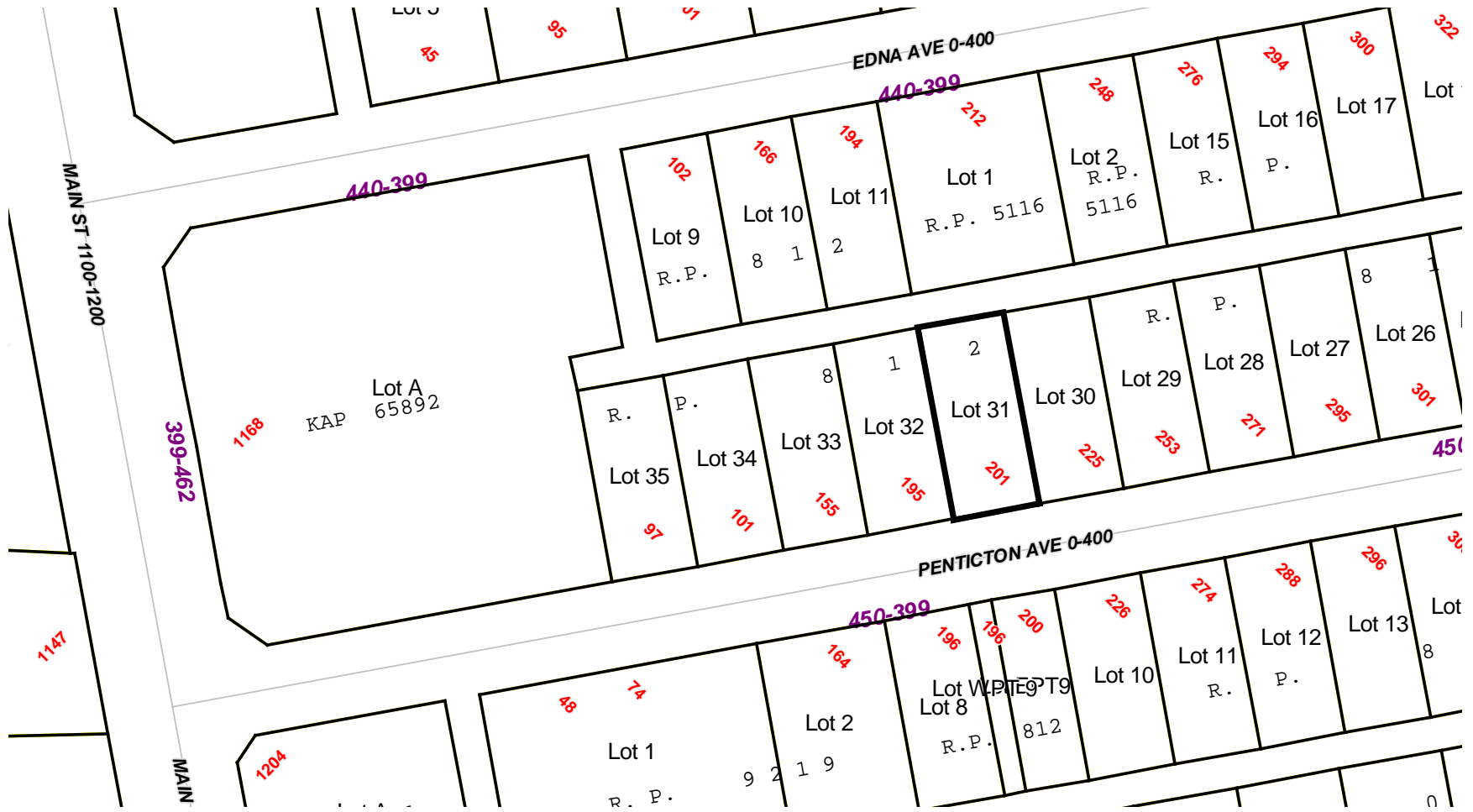
READ A FIRST time this	8	day of	May, 2018
A PUBLIC HEARING was held this	22	day of	May, 2018
READ A SECOND time this		day of	, 2018
READ A THIRD time this		day of	, 2018
ADOPTED this		day of	, 2018

Notice of intention to proceed with this bylaw was published on the 11 of May, 2018 and the 16 of May, 2018 in the Penticton newspapers, pursuant to Section 94 of the *Community Charter*.

Andrew Jakubeit, Mayor

Dana Schmidt, Corporate Officer

Amend Schedule 'H' of OCP Bylaw 2002-20 to include 201 Penticton Avenue in the Downtown Multiple Family Development Permit Area



City of Penticton – Schedule 'A'

Official Community Plan Amendment Bylaw No. 2018-28

Date: _____

Corporate Officer: _____

Bylaw No. 2018-29

A Bylaw to Amend Zoning Bylaw 2017-08

WHEREAS the Council of the City of Penticton has adopted a Zoning Bylaw pursuant the *Local Government Act*;

AND WHEREAS the Council of the City of Penticton wishes to amend Zoning Bylaw 2017-08;

NOW THEREFORE BE IT RESOLVED that the Municipal Council of the City of Penticton, in open meeting assembled, hereby ENACTS AS FOLLOWS:

1. Title:

This bylaw may be cited for all purposes as "Zoning Amendment Bylaw No. 2018-29".

2. Amendment:

2.1 Zoning Bylaw 2017-08 is hereby amended as follows:

Rezone Lot 3, District Lot 116, Similkameen Division Yale District, Plan 4725, Except Plan KAP78868, located at 179 Green Avenue, from RD1 (Duplex Housing) to RM2 (Low Density Multiple Housing).

2.2 Schedule 'A' attached hereto forms part of this bylaw.

READ A FIRST time this	8 day of	May, 2018
A PUBLIC HEARING was held this	22 day of	May, 2018
READ A SECOND time this	day of	, 2018
READ A THIRD time this	day of	, 2018
RECEIVED the approval of the Ministry of Transportation on the	day of	, 2018
ADOPTED this	day of	, 2018

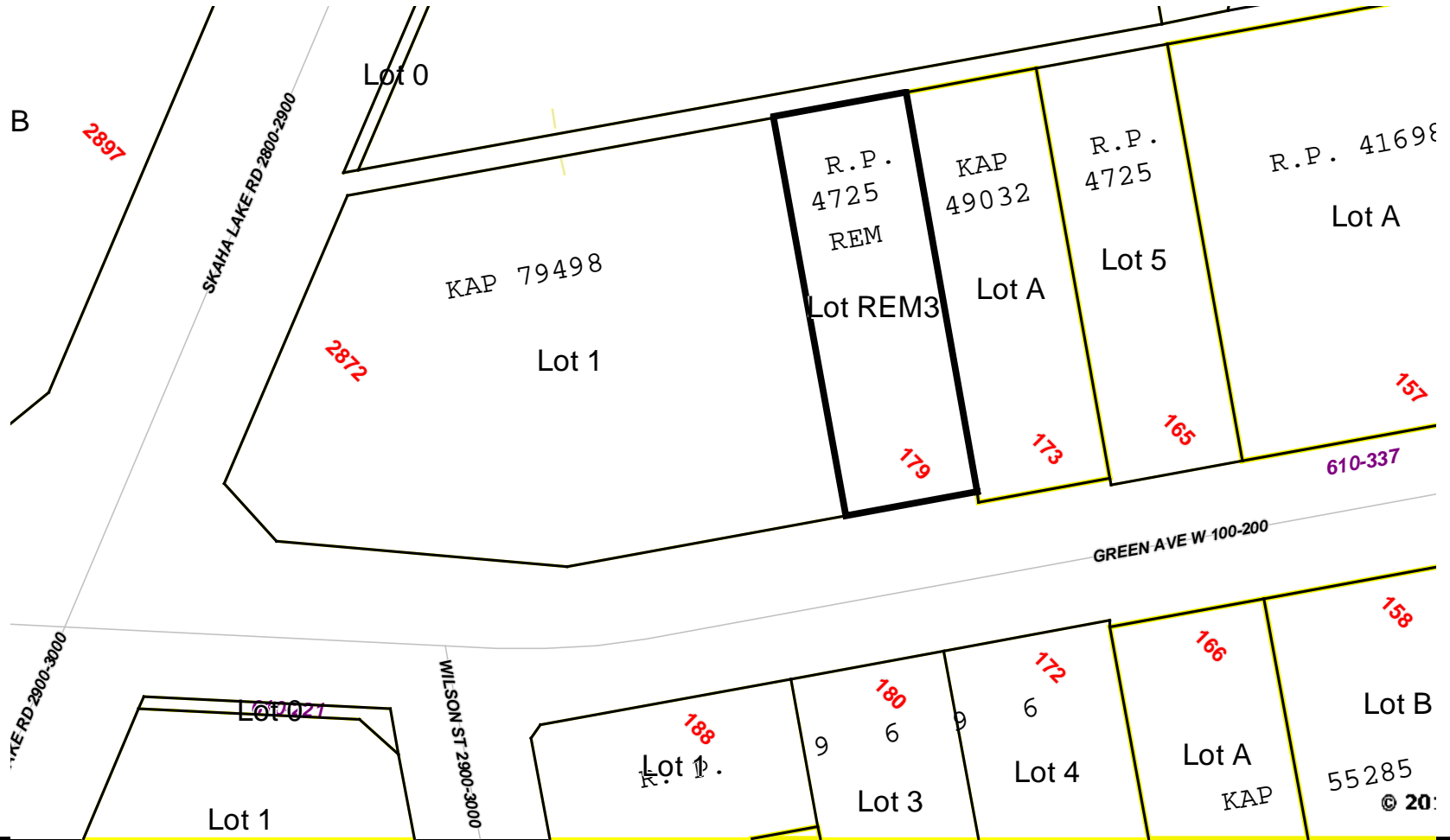
Notice of intention to proceed with this bylaw was published on the 11 day of May, 2018 and the 16 day of May, 2018 in the Penticton Western newspaper, pursuant to Section 94 of the *Community Charter*.

<p>Approved pursuant to section 52(3)(a) of the <i>Transportation Act</i> this _____ day of _____, 2018</p> <p>_____</p> <p>for Minister of Transportation & Infrastructure</p>
--

Andrew Jakubeit, Mayor

Dana Schmidt, Corporate Officer

Rezone 179 Green Ave W
From RD2 (Duplex Housing) to RM2 (Low Density Multiple Housing)



City of Penticton – Schedule 'A'

Zoning Amendment Bylaw No. 2018-29

Date: _____

Corporate Officer: _____

Bylaw No. 2018-30

A Bylaw to Amend Zoning Bylaw 2017-08

WHEREAS the Council of the City of Penticton has adopted a Zoning Bylaw pursuant the *Local Government Act*;

AND WHEREAS the Council of the City of Penticton wishes to amend Zoning Bylaw 2017-08;

NOW THEREFORE BE IT RESOLVED that the Municipal Council of the City of Penticton, in open meeting assembled, hereby ENACTS AS FOLLOWS:

1. **Title:**

This bylaw may be cited for all purposes as "Zoning Amendment Bylaw No. 2018-30".

2. **Amendment:**

2.1 Zoning Bylaw 2017-08 is hereby amended as follows:

Rezone Lot 9, District Lot 250, Similkameen Division Yale District, Plan 6748, located at 1273 Edgewood Drive from R2 (Small Lot Residential) to R3 (Small Lot Residential: Lane).

2.2 Schedule 'A' attached hereto forms part of this bylaw.

READ A FIRST time this	8	day of	May, 2018
A PUBLIC HEARING was held this	22	day of	May, 2018
READ A SECOND time this		day of	, 2018
READ A THIRD time this		day of	, 2018
ADOPTED this		day of	, 2018

Notice of intention to proceed with this bylaw was published on the 11 day of May, 2018 and the 16 day of May, 2018 in the Penticton Western newspaper, pursuant to Section 94 of the *Community Charter*.

Andrew Jakubeit, Mayor

Dana Schmidt, Corporate Officer

Rezone 1273 Edgewood Drive

From R2 (Small Lot Residential) to R3 (Small Lot Residential)



City of Penticton – Schedule ‘A’

Zoning Amendment Bylaw No. 2018-30

Date: _____

Corporate Officer: _____

Council Report

penticton.ca

Date: May 22, 2018 **File No:** PRJ2018-102
To: Peter Weeber, Chief Administrative Officer
From: Nicole Capewell, Planner 1
Address: 920 Kilwinning Street
Subject: **Development Variance Permit PL2018-8234**

Staff Recommendation

THAT Council approve "Development Variance Permit PL2018-8234" for Lot 106, District Lot 249 Similkameen Division Yale District Plan 1159, located at 920 Kilwinning Street, a permit to decrease the minimum interior (north) side yard from 1.5m to 1.39m, and the minimum rear yard from 1.5m to 1.16m to permit the reconstruction of a carriage house in its original location;

AND THAT staff be directed to issue "Development Variance Permit PL2018-8234".

Strategic Objective

The subject application is aligned with the Council Priorities of Community Building and Economic Vitality. This proposal is a form of urban infill, which is aligned with the City's Official Community Plan.

Background

The subject property (Attachment 'B') is zoned R2 (Small Lot Residential) and is designated in the City's Official Community Plan as LR (Low Density Residential) and features a single detached dwelling and a carriage house. The carriage house was damaged by fire in early 2017. The property owner intends to rebuild the carriage house. Photos of the site are included as Attachment 'D'. The subject property is approximately 557 m² (6,000 sq. ft.) in area. The existing house on the property was constructed in approximately 1978.

The surrounding neighbourhood consists of R2 (Small Lot Residential) properties along Kilwinning Street, and a mix of low to medium density housing along Forestbrook Drive (Attachment 'B'). The Future Land Use designations in the area vary from LR (Low Density Residential) to MR (Medium Density Residential). A number of properties in this neighbourhood have accessory buildings (garages or carriage houses).

Proposal

The applicant is proposing to rebuild the previously existing, fire damaged, carriage house. The carriage house existed prior to the fire with legal non-conforming siting on the property – meaning that the siting of the building did not conform to the required setbacks of the zoning bylaw. To bring the newly constructed building into conformance with the Bylaw, the applicant is requesting a Development Variance Permit to vary the following sections of Zoning Bylaw No. 2017-08:

- Section 10.2.2.6.i: to reduce the minimum interior (north) side yard from 1.5 m to 1.39 m; and
- Section 10.2.2.7.i: to reduce the minimum rear yard from 1.5 m to 1.16 m.

Financial Implication

This application does not pose any financial implications to the City. Development costs are the responsibility of the developer.

Technical Review

This application was reviewed by the Planning and Engineering Department and there were no servicing or technical issues identified. Servicing and building code requirements have been identified and will be addressed as part of the building permit process. It is the property owner's responsibility to provide services and/or upgrade existing services as required for the carriage house.

Development Statistics

The following table outlines the proposed development statistics on the plans submitted with the rezoning application:

	Requirement Carriage House R2 Zone	Provided on Plans
Minimum Lot Area for Carriage House:	370 m ²	557 m ²
Maximum Size of Carriage House:	83.55 m ² (15% of lot coverage)	83.2 m ²
Vehicle Parking:	3	3
Required Setbacks		
Front Yard (Kilwinning St):	6.0 m	26.88 m
Side Yard (north):	1.5 m	1.39 m – Variance Requested
Side Yard (south):	1.5 m	5.32 m
Rear Yard:	1.5 m	1.16 m – Variance Requested
Maximum Building Height	7 m	6.55 m

Analysis

Development Variance Permit

Approve Development Variance Permit

The property at 920 Kilwinning Street had a pre-existing carriage house, which was damaged in a fire in early 2017. The structure is considered to have non-conforming siting, because it does not meet the current Zoning Bylaw No. 2017-08. The applicant is proposing to rebuild the structure slightly taller than it was previous to the fire, and the new design includes a covered deck, which was not previously there. Due to these reasons, which are considered to worsen the siting non-conformity, the applicant is required to apply for and attain a Development Variance Permit to allow the carriage house to remain at its current siting.

The proposed variances and staff's comments on each are as follows:

- Section 10.2.2.6.i: to reduce the minimum interior (north) side yard from 1.5 m to 1.39 m; and
- Section 10.2.2.7.i: to reduce the minimum rear yard from 1.5 m to 1.16 m:

The applicant has identified that the structure was previously a two storey building with a garage on the main floor, and a dwelling located on the second floor (carriage house). In early 2017, a fire destroyed the upper floor. The applicant has identified that the lower foundation and main floor wall structure were not significantly damaged by the fire (Attachment 'D'). The intent of the applicant is to keep the existing foundation and first floor, and rebuild the second storey.

Building from the existing foundation, and utilizing the main floor, which was not damaged, will significantly reduce the financial implications for the applicant to rebuild a structure that was already existing. Carriage houses are currently permitted within Zoning Bylaw No. 2017-08, and are supported through OCP Policy as a form of urban infill.

The applicant has identified that they have spoken with some of the neighbours directly adjacent to the property and that no outstanding concerns were brought forward at the time.

Given the above, staff find the variance request reasonable and recommend that Council support the application.

Deny Development Variance Permit

Council may consider that the proposed variance will negatively affect the neighbourhood, in particular, the adjacent neighbours. Council may decide that the applicant should relocate the carriage house to meet the R2 (Small Lot Residential) zone setbacks. If this is the case, Council should deny the variance.

Alternate Recommendations

1. THAT Council support "Development Variance Permit PL2018-8234" with conditions.
2. THAT "Development Variance Permit PL2018-8234" be referred back to staff.


Attachments

- Attachment A: Subject Property Location Map
- Attachment B: Zoning Map of Subject Property
- Attachment C: Official Community Plan Map of Subject Property
- Attachment D: Images of Subject Property
- Attachment E: Letter of Intent
- Attachment F: Proposed Site Plan
- Attachment G: Proposed Floor Plans
- Attachment H: Proposed Elevations
- Attachment I: Draft Development Variance Permit (DVP) 2018-8234

Respectfully submitted

Nicole Capewell
Planner 1

Approvals

Director Development Services 	Chief Administrative Officer PW
---	---

Attachment A – Subject Property Location Map

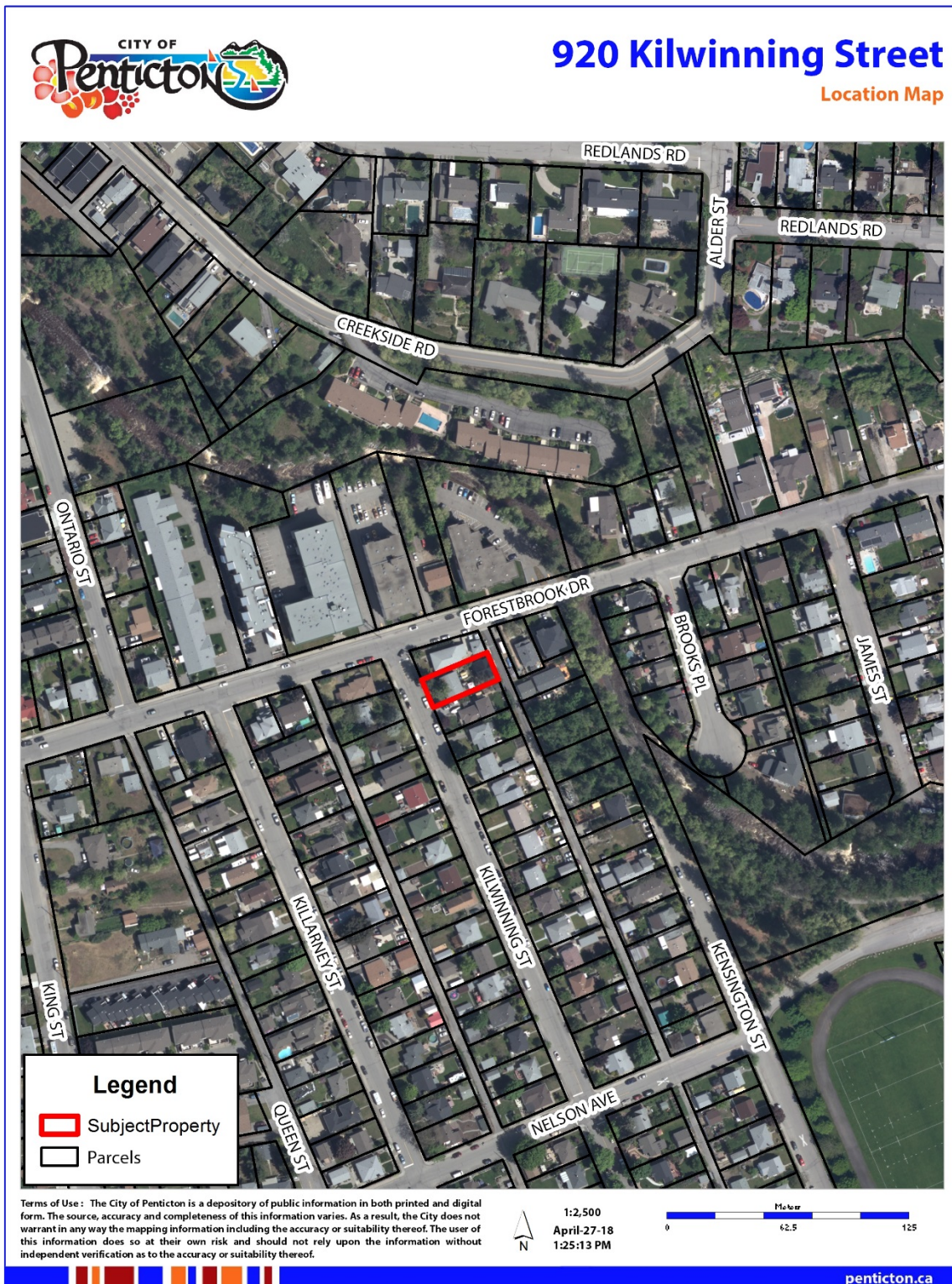


Figure 1 – Subject Property Highlighted in Red

Attachment B – Zoning Map of Subject Property

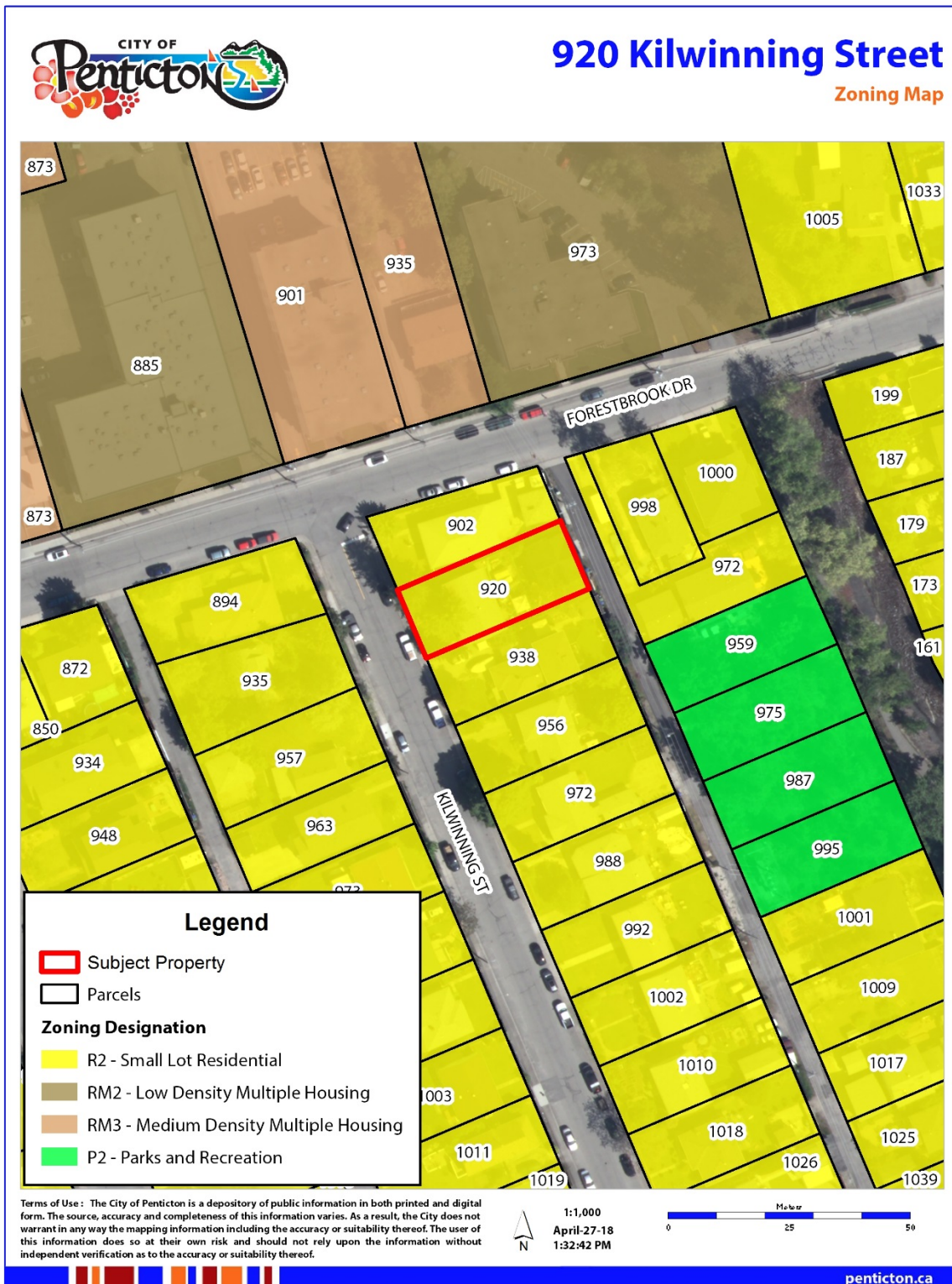


Figure 2 – Subject Property Currently Zoned R2 (Small Lot Residential)

Attachment C – Official Community Plan Map of Subject Property

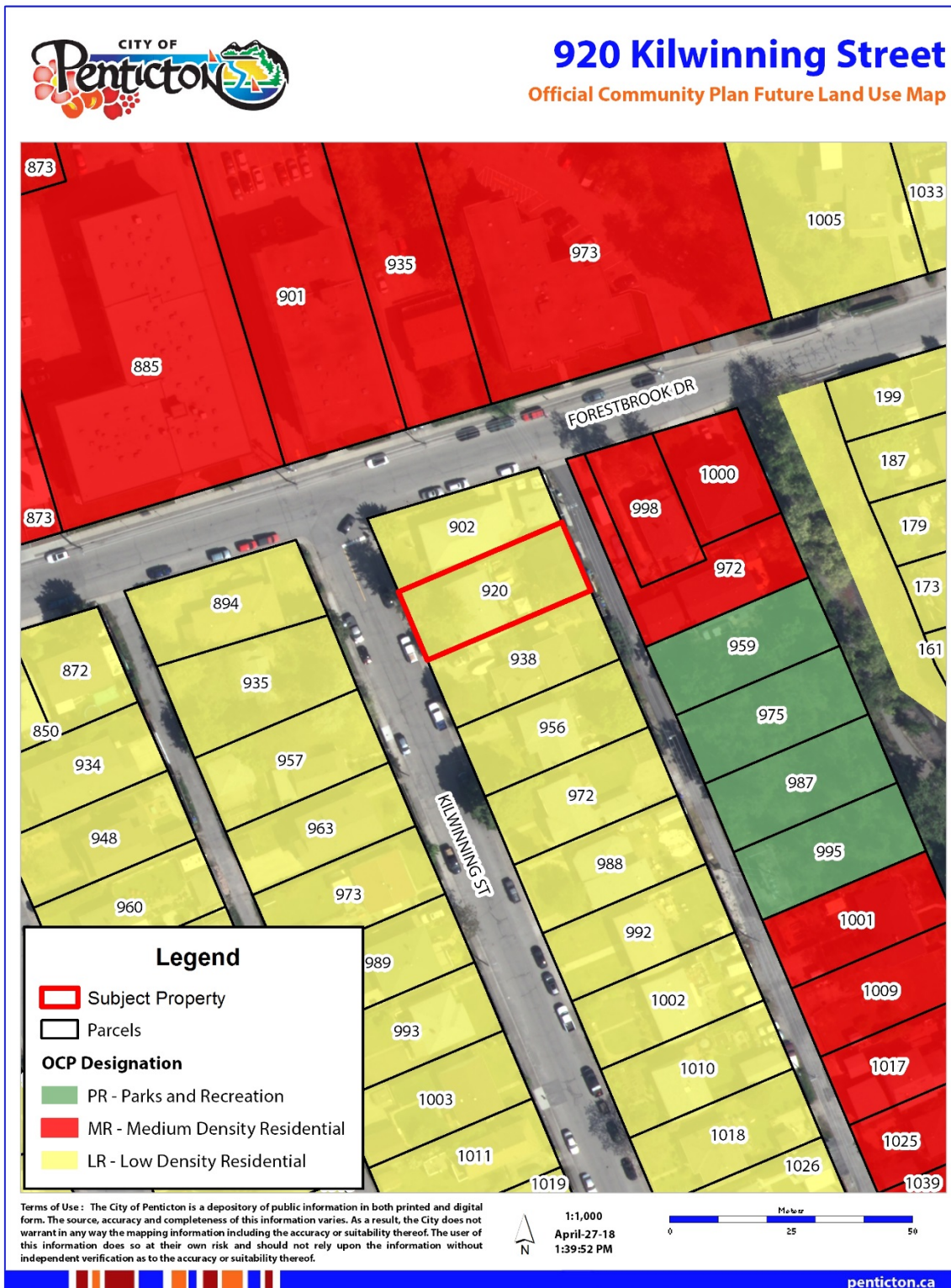


Figure 3 – Subject Property Currently Designated as LR (Low Density Residential) within Official Community Plan

Attachment D – Images of Subject Property



Figure 4 – Looking toward front of 920 Kilwinning Street from Kilwinning Street (Principal Dwelling)



Figure 5 – Looking toward carriage house at 920 Kilwinning Street from lane



Figure 6 – Looking down northern property line of side yard at 920 Kilwinning Street (variance requested)



Figure 7 – Looking along rear property line of 920 Kilwinning Street (variance requested)

Attachment E – Letter of Intent



MACDONALD BUILDERS (CELTIC HOMES) LTD
Construction, Inspection & Development Services.
3009 West Bench Drive, Penticton, BC V2A 8Z8
778-476-4569

Attn: City Of Penticton Staff and Council.

Re: 920 Kilwinning St. Penticton.

Letter of Intent for Variance Application:

The property at 920 Kilwinning Street had a functioning carriage home until a fire destroyed the upper floor. The side yard and rear set backs were found not to confirm with City requirements for a carriage home and we are requesting a variance for these. The reasons are that the total lower foundation and lower floor wall structures were not damaged by the fire and are intent is to use this structure and keep its foot print.

Thank-you for your attention to this matter,

Grant MacDonald. (250-809-6820)

MacDonald Builders/Maccid Consulting.
3009 West Bench Drive
Penticton. BC. V2A 8Z8
Office: 778-476-4569
Fax: 778-476-4571
www.maccid.com

Figure 8 – Letter of Intent

Attachment F – Proposed Site Plan

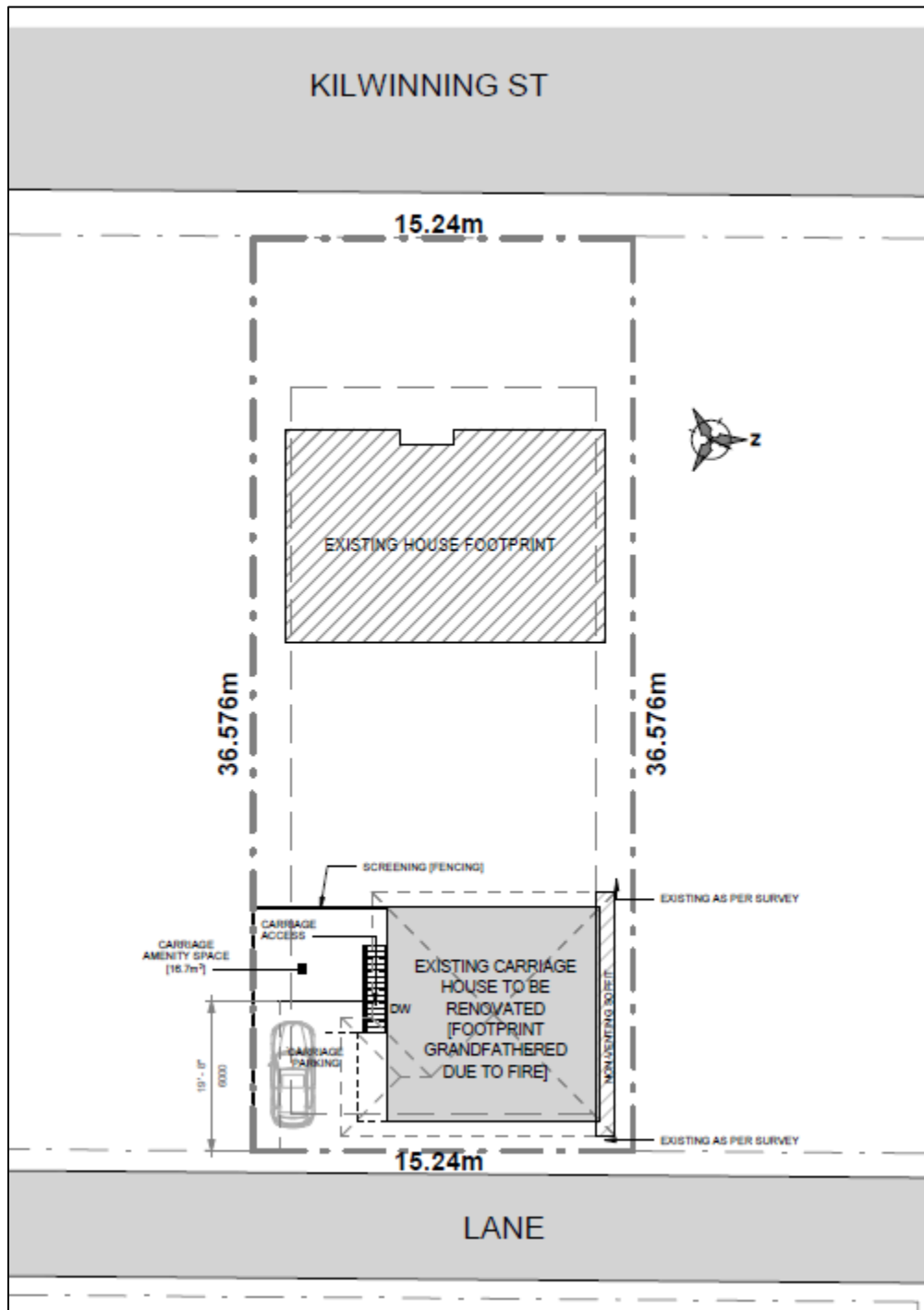


Figure 9 – Proposed Site Plan

Attachment G – Proposed Floor Plans

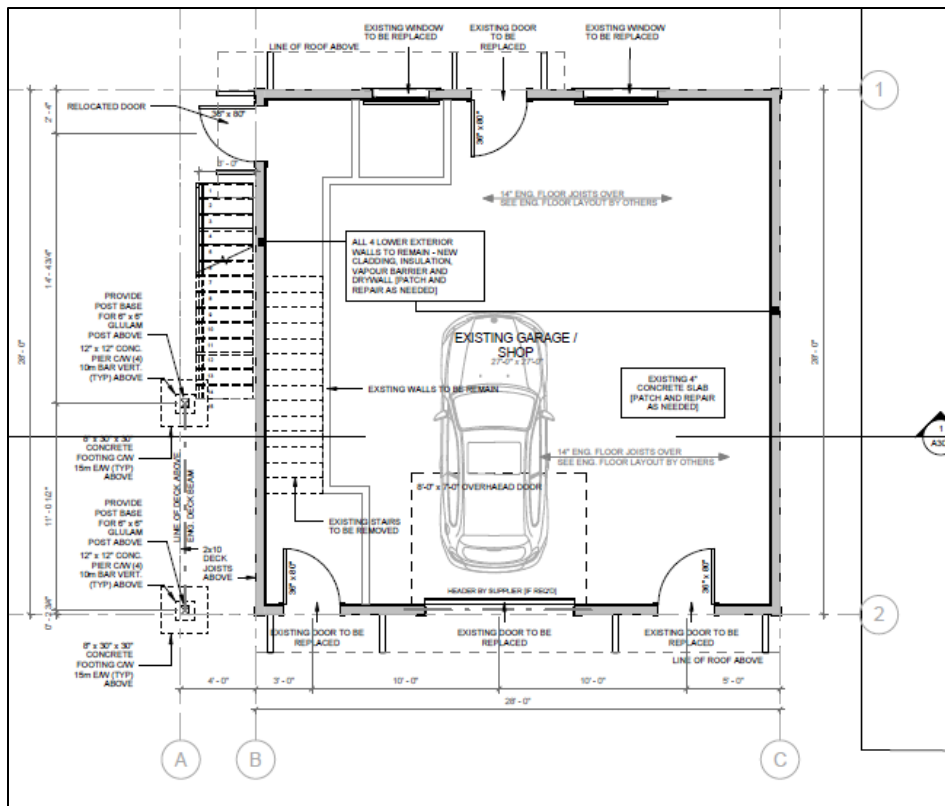


Figure 10 – Ground Floor Plan

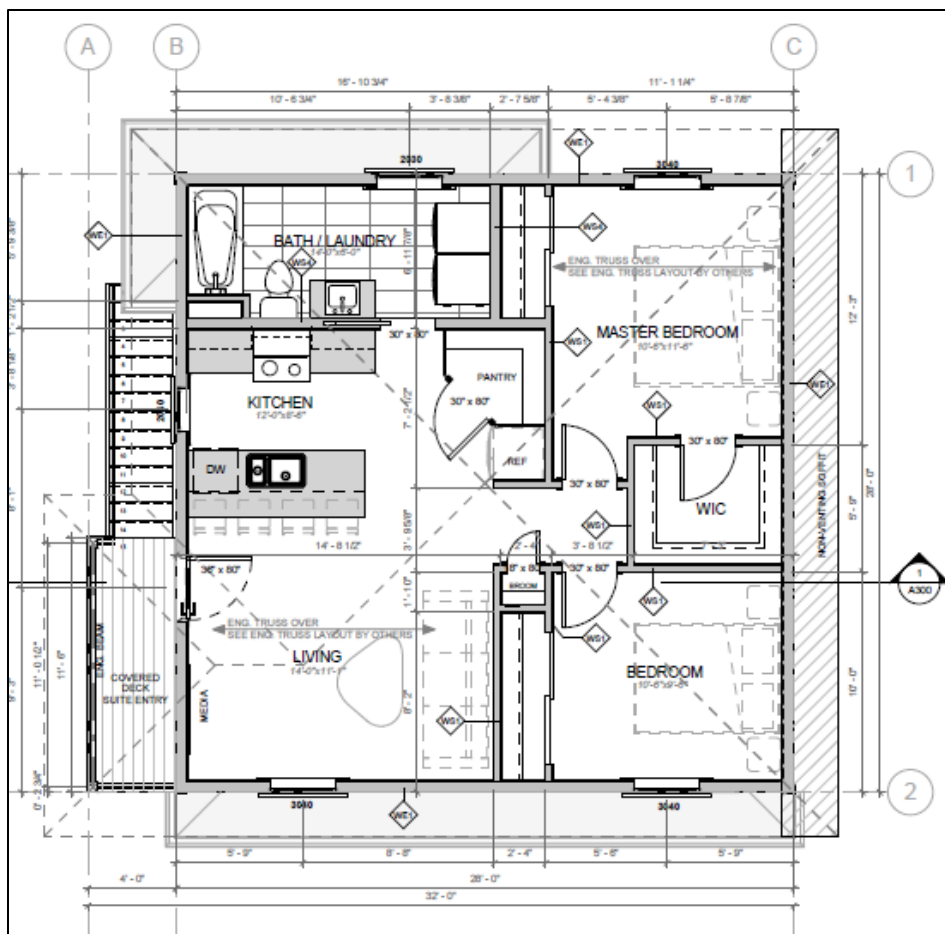


Figure 11 – Second Floor Plan

Attachment H – Proposed Elevations

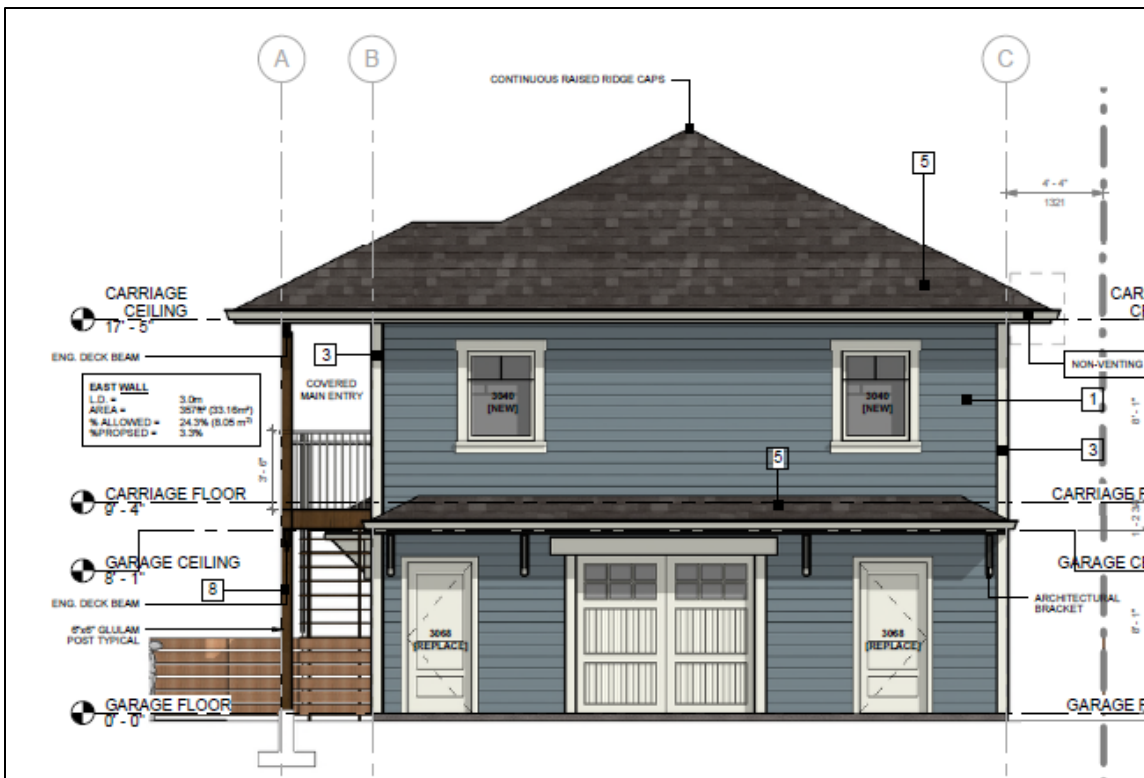


Figure 12 – East Elevation

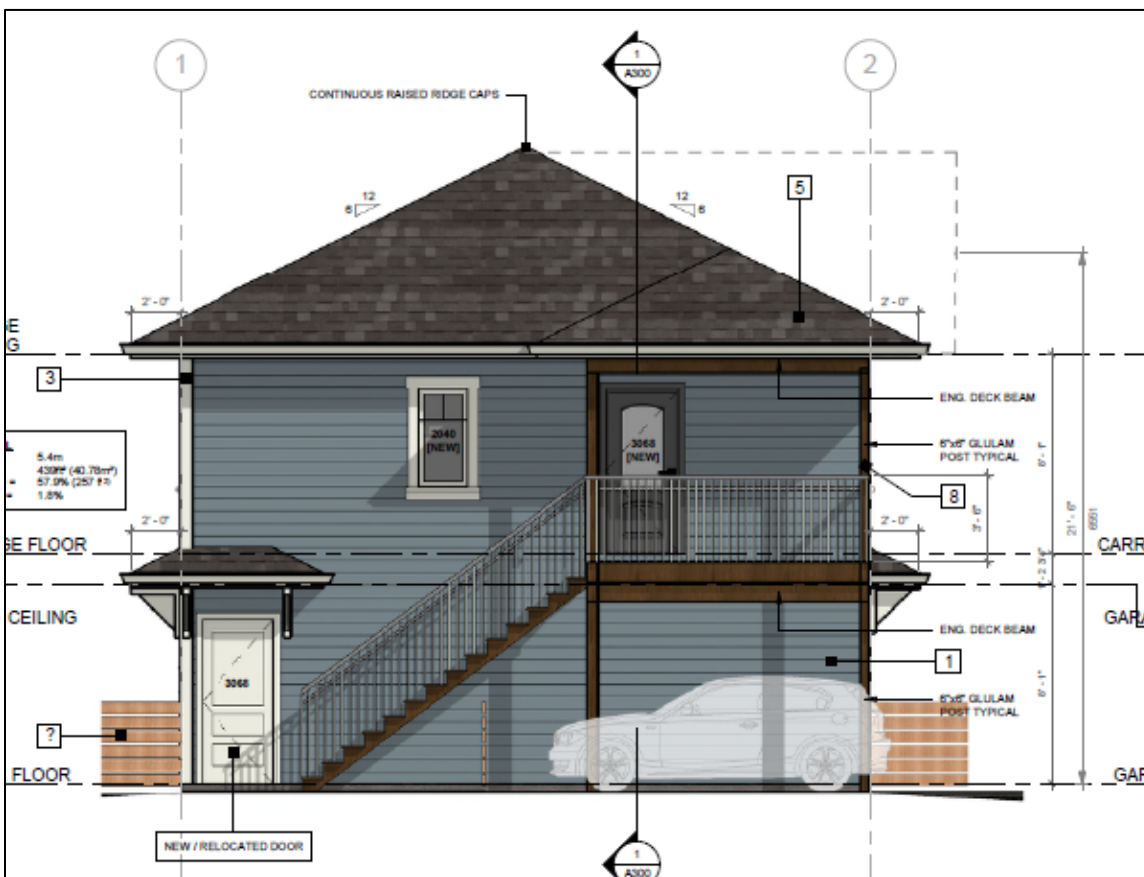


Figure 13 – South Elevation

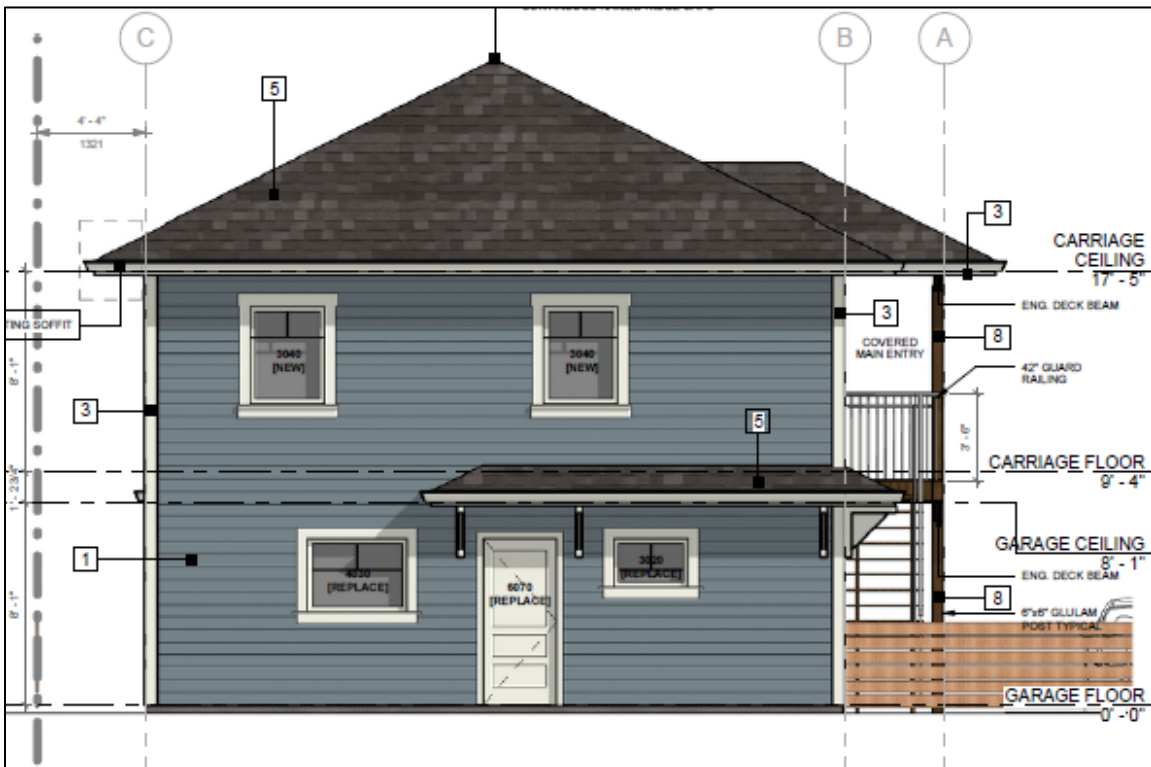


Figure 14 – West Elevation

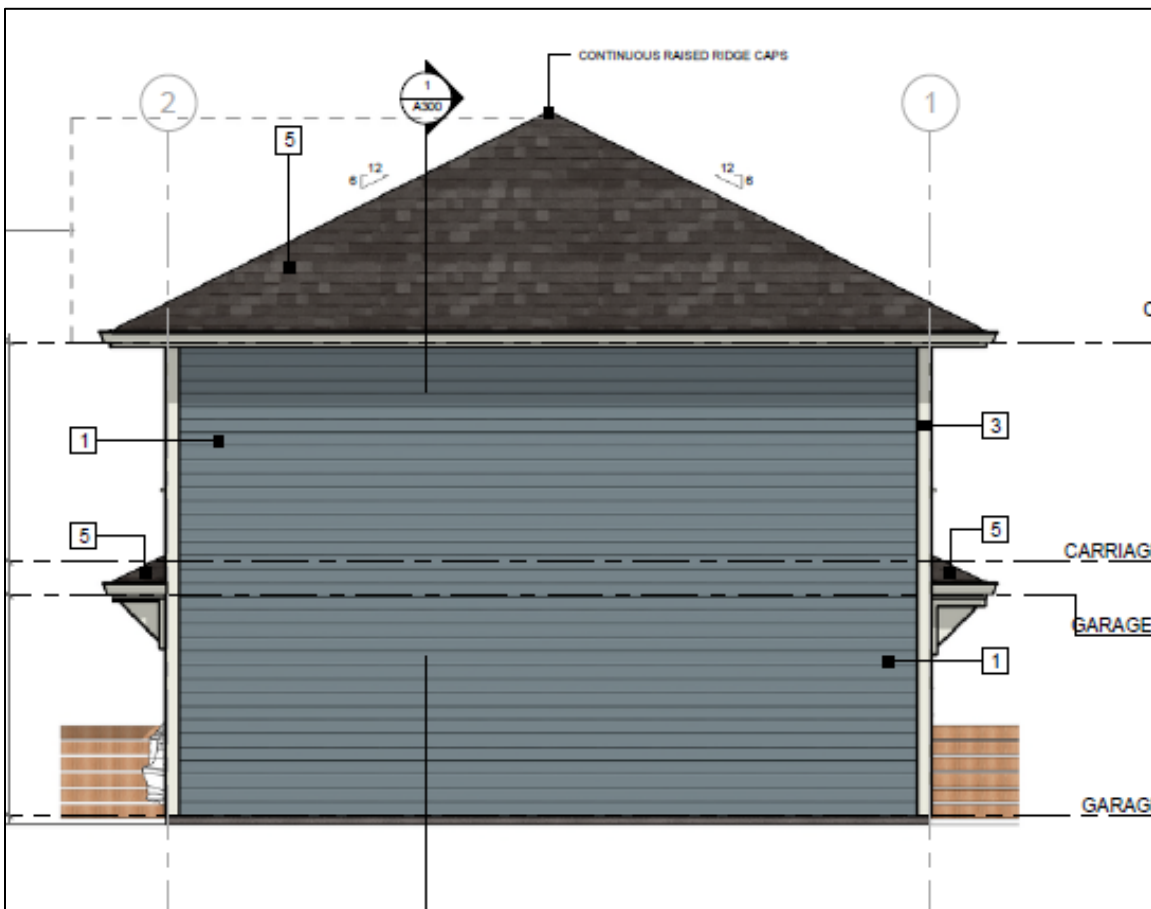


Figure 15 – North Elevation

Attachment I – Draft Development Variance Permit (DVP)



City of Penticton
171 Main St. | Penticton B.C. | V2A 5A9
www.penticton.ca | ask@penticton.ca

Development Variance Permit

Permit Number: DVP PL2018-8234

Name
Address

Conditions of Permit

1. This permit is issued subject to compliance with all of the bylaws of the City, except as specifically varied or supplemented by this Permit.
2. This permit applies to:
Legal: Lot 106 District Lot 249 Similkameen Division Yale District Plan 1159
Civic: 920 Kilwinning Street
PID: 011-795-328
3. This permit has been issued in accordance with Section 498 of the *Local Government Act*, to vary the following sections of Zoning Bylaw 2017-08 to allow for the construction of a carriage house:
 - a. Section 10.2.2.6.i: to reduce the minimum interior (north) side yard from 1.5 m to 1.39 m; and
 - b. Section 10.2.2.7.i: to reduce the minimum rear yard from 1.5 m to 1.16 m.

General Conditions

4. In accordance with Section 501 of the *Local Government Act*, the lands subject to this permit shall be developed in general accordance with this permit and the plans attached as Schedule 'A'.
5. In accordance with Section 504 of the *Local Government Act*, if the holder of this permit does not commence the development authorized by this permit within 2 years of the date of this permit, this permit shall lapse.
- 6. This permit is not a building permit. In order to proceed with this development, the holder of this permit must hold a valid building permit issued by the Building Inspection Department.**
7. This permit does not constitute any other municipal, provincial or federal approval. The holder of this permit is responsible to obtain any additional municipal, federal, or provincial approvals prior to commencing the development authorized by this permit.
8. This permit does not include off-site infrastructure costs that may be required at the building permit stage, such as Development Cost Charges (DCC's), road improvements and electrical servicing. There may be substantial infrastructure and servicing costs payable at a later date. For more information on servicing and infrastructure requirements please contact the Development Engineering Department at (250) 490-2501. For more information on electrical servicing costs, please contact the Electric Utility at (250) 490-2535.

Authorized by City Council, the ____ day of _____, 2018

Issued this ____ day of _____, 2018

Dana Schmidt,
Corporate Officer

DRAFT

Council Report

penticton.ca

Date: May 22, 2018
To: Peter Weeber, Chief Administrative Officer
From: Randy Houle, Planner I
Address: 1386 Commercial Way
Subject: **Zoning Amendment Bylaw No. 2018-40**

File No: 2018 PRJ-092

Staff Recommendation

THAT "Zoning Amendment Bylaw No. 2018-40", a bylaw to rezone Lot 2 District Lots 2710 and 3821 S Similkameen Division Yale District Plan 20419, located at 1386 Commercial Way from M3 (Wrecking Yard) to M1 (General Industrial), be given first reading and be forwarded to the June 5, 2018 Public Hearing.

Background

The subject property (Attachment A) is zoned M3 (Wrecking Yard) and designated by the City's Official Community Plan (OCP) as I (Industrial). Photos of the site are included as Attachment E. The lot is 3800.0m² (40,900ft²) in area. The property is located on the eastern portion of the Industrial area, just south of Carmi Avenue. The property has historically been used as an auto wrecking site. The property has recently been sold and the wrecked vehicles have been removed from the property. The new owners are in the process of renovating the existing buildings on the site in order to operate a restoration business, which is a permitted use under the current zone.

Proposal

The applicant is proposing to rezone the property from M3 (Wrecking Yard) to M1 (General Industrial) to facilitate a two lot subdivision. Under the current zoning, a two-lot subdivision could be applied for with a variance request to reduce the minimum lot width from 30.0m to 21.0m and to reduce the minimum lot area from 2000m² to 1600m². Staff feel that a rezoning to M1 (General Industrial) is a more appropriate option as no variances will be required for the subdivision and the wrecking yard use will be abolished as it is not a permitted use under that zone.

Technical Review

This application was forwarded to the City's Technical Planning Committee and reviewed by the Engineering and Public Works departments. At the time of subdivision, new water and sewer connections will be required to be paid for by the developer to service the new lot. Electrical requirements will be addressed through the subdivision process. As per City of Penticton Building Bylaw 94-95 section 7.1.5, storm water/drainage is to be maintained on site. If the request for the zoning amendment is supported, BC Building Code and City bylaw provisions will apply.

Financial Implication

Future construction on the property will be subject to Development Cost Charges at a rate of \$2.23 per ft². The exact cost depends on the DCC rates at the time of building permit issuance.

Development Statistics

The following table outlines the proposed development statistics on the plans submitted with the rezoning application:

Item	Requirement M1 Zone	Proposed Lot A	Proposed Lot B
Maximum Lot Coverage:	100%	NA	NA
Maximum Density:	NA	NA	NA
Minimum Lot Width:	20.0m	37.0m+	21.893m
Minimum Lot Area:	1000m ²	2200m ²	1600m ²
Required Setbacks			
Front yard:	6.0m	West, Commercial Way (13.0m+)	South, Clarke Avenue (NA)
Rear yard:	0.0m	East (4.0m)	North (NA)
Interior yard:	0.0m and 3.5m	North (11.89m)	West and East (NA)
Exterior yard:	4.5m	South, Clark Avenue (6.73m)	(NA)
Maximum Building Height:	15.0m	<15m	NA
Other Information:	Subject property is not located within a Development Permit Area. As such, a development permit is not required.		

Analysis

Support "Zoning Amendment Bylaw No. 2018-40"

The OCP designation for this site is (Industrial), which supports the proposed uses. Staff consider that the zoning amendment to allow for the proposed subdivision represents best use of the land for the following reasons:

- The OCP encourages efficient use of the existing industrial lands by permitting subdivision of industrial land and promoting industrial densification of existing industrial lands.
- The proposal is in line with the OCP's goal to make effective and efficient use of the limited amount of industrial land and efficiently utilize existing services.
- The OCP highlights the negative impacts that industrial growth can have on adjacent land uses and the environment; In this proposal, the subject property is surrounded by industrial development and the proposal positively contributes to the environment by abolishing the auto wrecking use.

Staff considers that the location of the site and characteristics of the surrounding neighbourhood make it appropriate for the proposed amendment. Given the above, staff recommends that Council support "Zoning Amendment Bylaw No. 2018-40" and forward the application to the June 5, 2018 Public Hearing for comments from the public.

Deny/Refer Zoning Amendment

Council may consider that the proposed amendment is not suitable for this site and that the property shall remain as a large wrecking yard zoned lot. If this is the case, Council should deny the bylaw amendment.

Alternatively, Council may wish to refer the matter back to staff to work with the applicant with any direction that Council considers appropriate.

Alternate Recommendations

1. THAT Council deny first reading of "Zoning Amendment Bylaw No. 2018-40".
2. THAT Council refer the bylaw back to staff.


Attachments

- Attachment A: Subject Property Location Map
- Attachment B: Zoning Map
- Attachment C: OCP Map
- Attachment D: Subdivision Sketch Plan
- Attachment E: Photos of Subject Property
- Attachment F: Letter of Intent
- Attachment G: Zoning Amendment Bylaw No. 2018-40

Respectfully submitted,

Randy Houle
Planner I

Approvals

DDS 	CAO PW
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Attachment A – Subject Property Location Map



Figure 1: Subject Property Location Map

Attachment B – Zoning Map

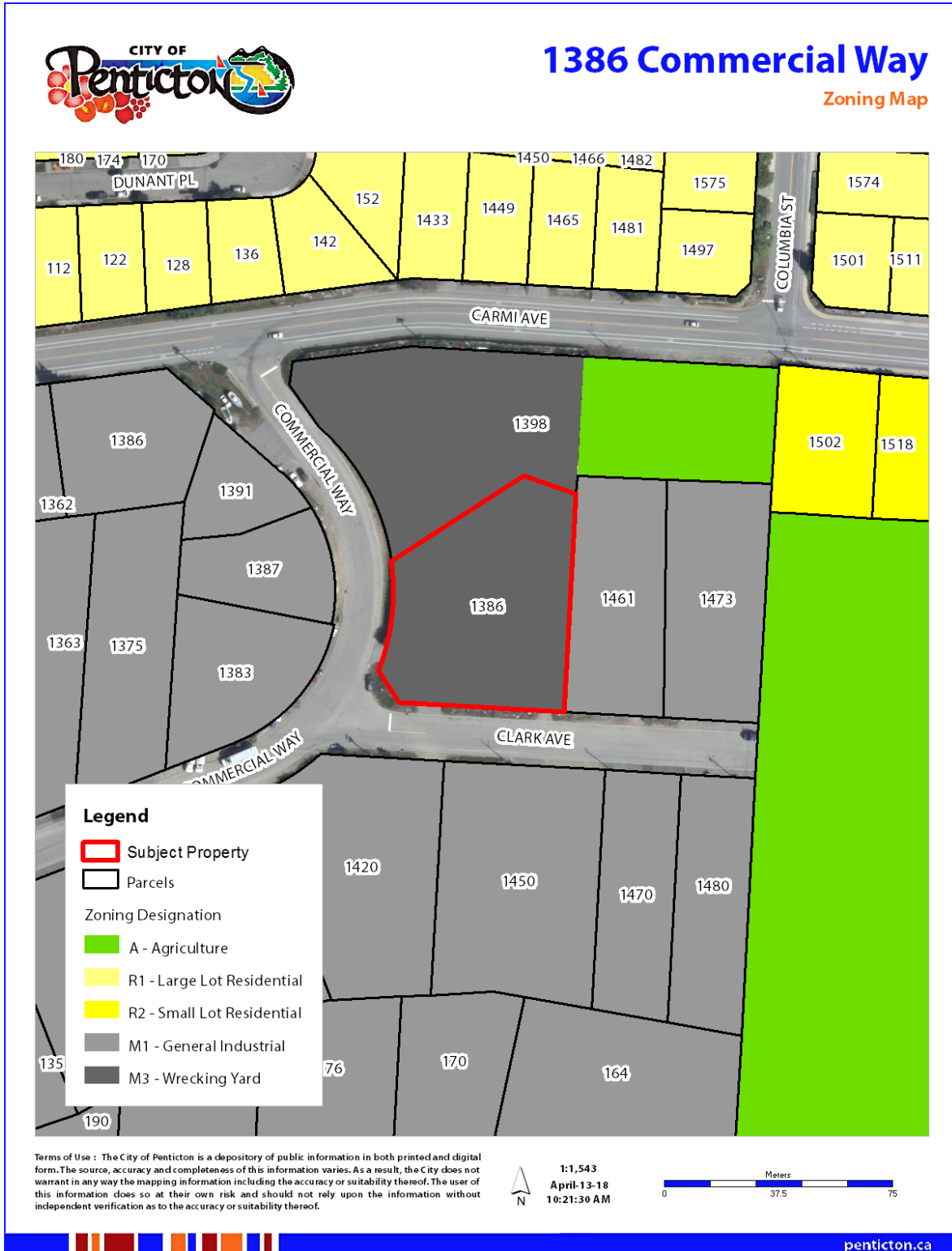


Figure 2: Zoning Map

Attachment C- OCP Map

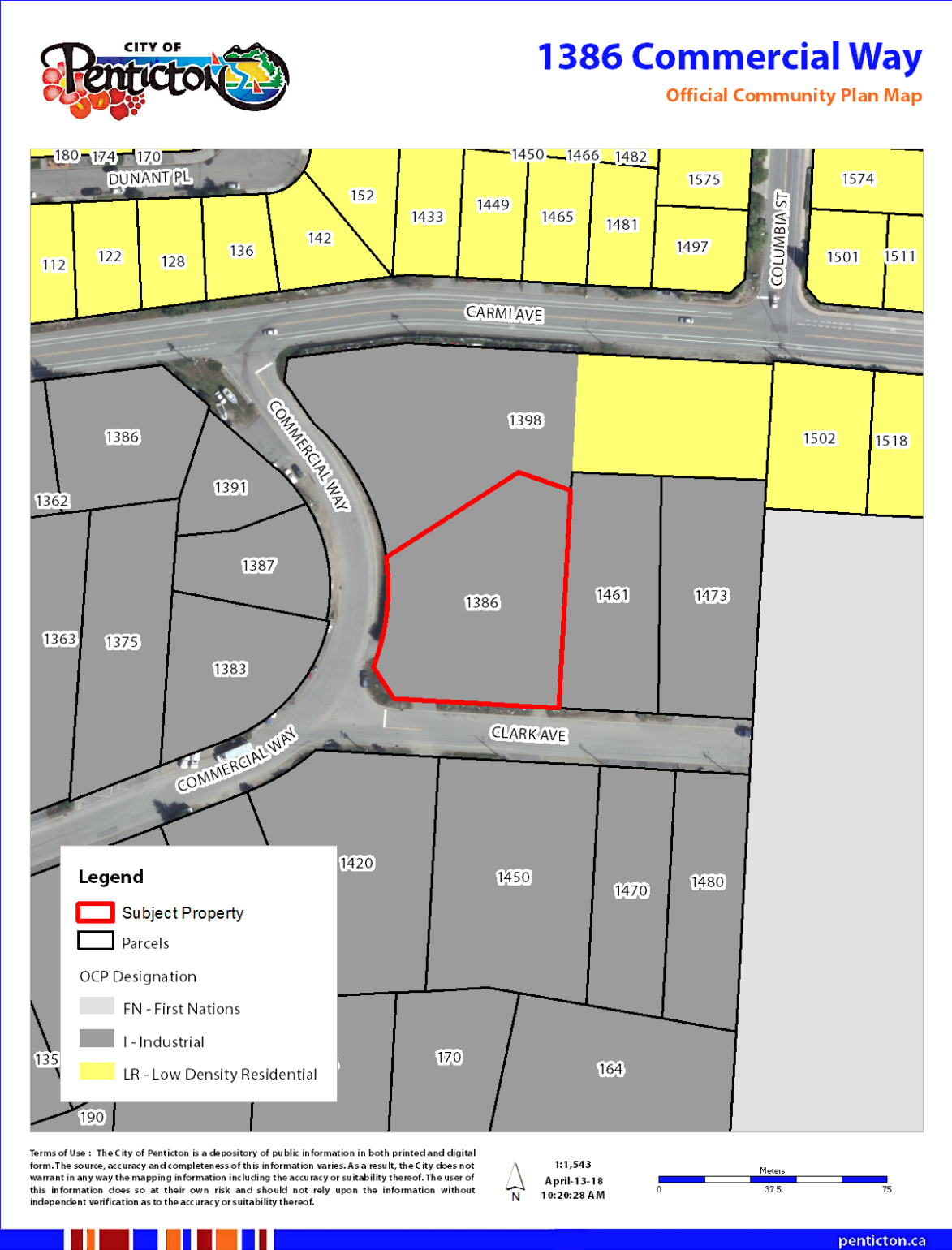


Figure 3: OCP Map

Attachment D – Subdivision Sketch Plan

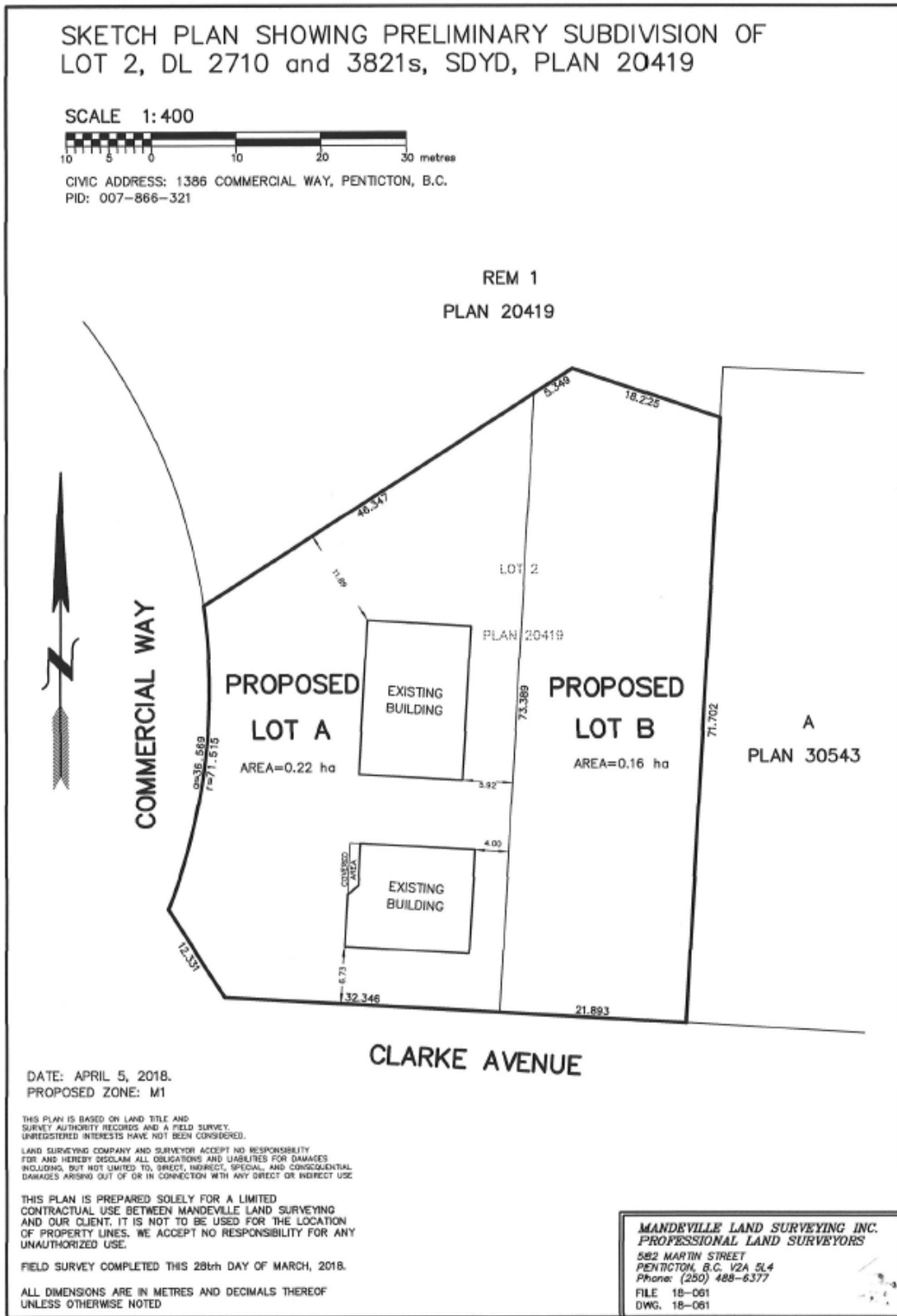


Figure 4: Subdivision Sketch Plan

Attachment E – Photos of Subject Property



Figure 5: West View of Existing Buildings currently under renovation on Proposed Lot A (from Commercial Way)



Figure 6: South View of Proposed Lot A (from Clark Avenue)



Figure 7: North View of Proposed Lot A



Figure 8: South View of Proposed Lot B (from Clark Avenue)




Figure 9: Rear Portion of Proposed Lot B (looking North)



Figure 10: North View of Proposed Lot B

Attachment F– Letter of Intent



April 6, 2018

Letter of Intent
Rezone & Subdivision
1386 Commercial Way
Penticton, BC

Thank you Council and Staff for considering my application.

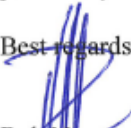
I purchased the property at 1386 Commercial Way in Penticton, BC, on March 23, 2018.

My intent with this purchase was to redevelop the property and additionally renovate the existing buildings to be able to operate my business, Total Restoration Services, a full service 24/7 restoration company, from this site.


Since approximately .6 of the acre is required for the operation of Total Restoration Services, I intend to subdivide the property. This may be for future development by myself of the remaining parcel, or sell the parcel off.

I also want to change the zoning in order to reduce the minimum lot size and setbacks required in its current zoning (M3), to zoning requirements of M1. Not only will rezoning allow me to subdivide without variances, it will also change the M3 zoning and eliminate the unsightly image of the property, potentially becoming an auto wrecker in the future.

Best regards,



Rob Nazer
Total Restoration Services
(0844831 BC Ltd)



Serving the South Okanagan-Similkameen
250-493-8028
505 Dawson Avenue, Penticton BC V2A 6S5

Figure 11: Letter of Intent

Bylaw No. 2018-40

A Bylaw to Amend Zoning Bylaw 2017-08

WHEREAS the Council of the City of Penticton has adopted a Zoning Bylaw pursuant the *Local Government Act*;

AND WHEREAS the Council of the City of Penticton wishes to amend Zoning Bylaw 2017-08;

NOW THEREFORE BE IT RESOLVED that the Municipal Council of the City of Penticton, in open meeting assembled, hereby ENACTS AS FOLLOWS:

1. **Title:**

This bylaw may be cited for all purposes as "Zoning Amendment Bylaw No. 2018-40".

2. **Amendment:**

2.1 Zoning Bylaw 2017-08 is hereby amended as follows:

Rezone Lot 2, District Lots 2710 and 38215 Similkameen Division Yale District Plan 20419, located at 1386 Commercial Way, from M3 (Wrecking Yard) to M1 (General Industrial).

2.2 Schedule 'A' attached hereto forms part of this bylaw.

READ A FIRST time this	day of	, 2018
A PUBLIC HEARING was held this	day of	, 2018
READ A SECOND time this	day of	, 2018
READ A THIRD time this	day of	, 2018
ADOPTED this	day of	, 2018

Notice of intention to proceed with this bylaw was published on the __ day of ____, 2018 and the __ day of ____, 2018 in the Penticton Western newspaper, pursuant to Section 94 of the *Community Charter*.

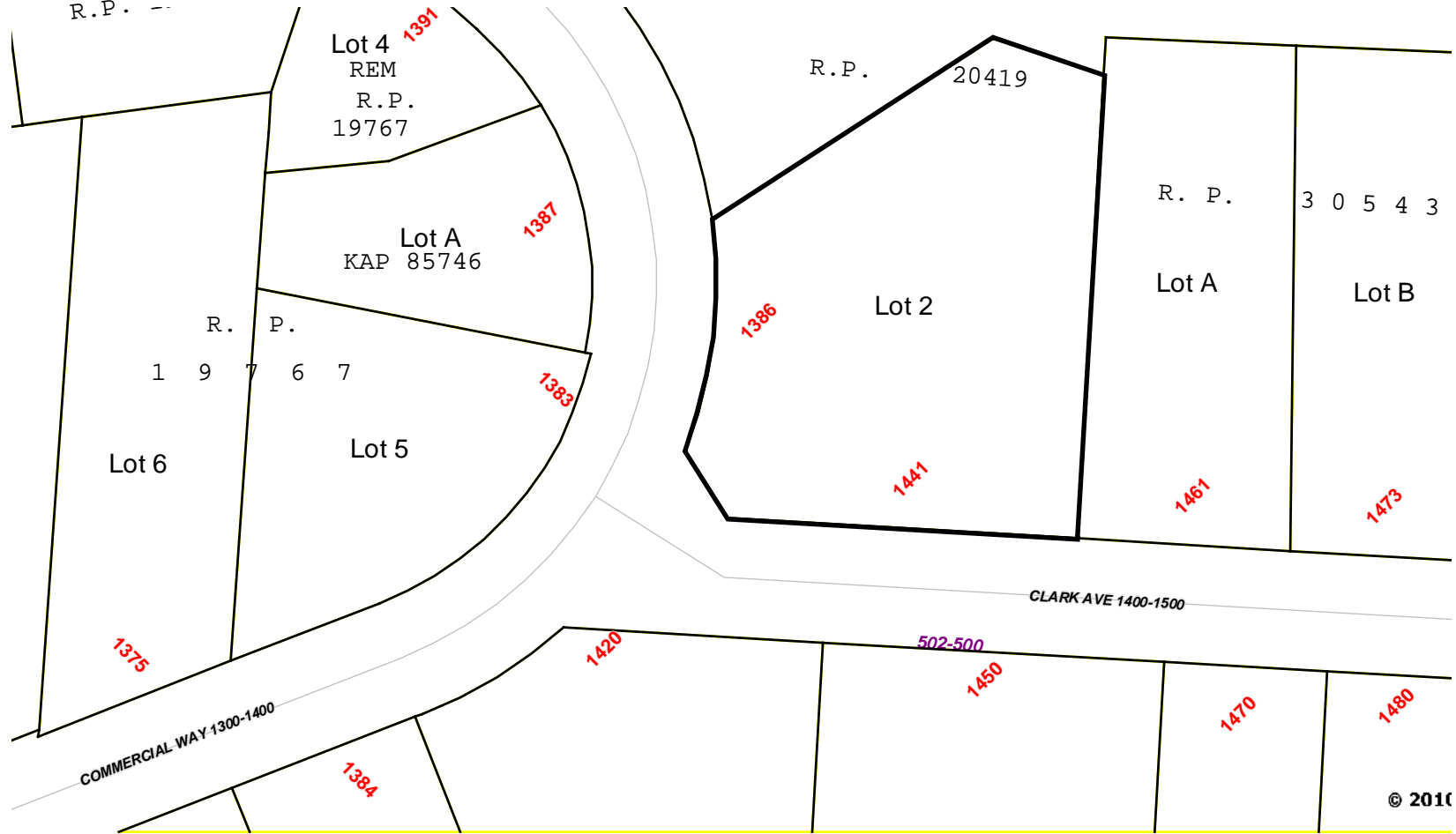
Andrew Jakubeit, Mayor

Dana Schmidt, Corporate Officer

Rezone 1386 Commercial Way

Lot: From M3 (Wrecking Yard) to M1 (General Industrial)

R.P. --



City of Penticton – Schedule 'A'

Zoning Amendment Bylaw No. 2018-40

Date: _____

Corporate Officer: _____

Council Report

penticton.ca

Date: May 22, 2018
To: Peter Weeber, Chief Administrative Officer
From: Jim Bauer, Chief Financial Officer
Subject: Loco Landing Lease Extension

File No:

Staff Recommendation

THAT Council approve either:

- A. The 2029 ten year lease renewal option as indicated below (page 2 – Option for Renewal Term); OR
- B. No renewal language in the agreement;

AND THAT Council direct Mayor and Corporate Officer to execute the lease agreement attached to this report dated May 22, 2018 with inclusion of the renewal option above and upon conclusion of the disposition notice.

Strategic priority objective

This initiative aligns with the Council Priorities of:

Economic Vitality - by creating investment and economic sustainability for a major City business that provides significant economic benefits to the community and jobs for youth.

Community Building – focusing on the investment of services and infrastructure that are fundamental to the quality of life for a City business that brings a desirable service for citizens and visitors to the community.

Background

On April 17, 2018 the owners of Loco Landing Adventure Golf Inc, shared their future plans with City Council during the Committee of the Whole. Their goal is to reinvest approximately \$2 million dollars in Loco Landing over the next 12 years, requiring a longer term certainty of the lease to make this investment.

Their current lease term is from January 1 2009 to December 31, 2028. The owners are requesting a lease renewal of 10 years expiring on December 31, 2038 extending the current term for a total of 20 years. In order to effectively plan and continue investing, they are also requesting a 10 year renewal option as part of the new agreement to provide certainty.

At the April 17, 2018 meeting Council directed staff to work with the owners and bring back options for a renewal.

Option for Renewal Term

Loco Landing Adventure Golf Inc is requesting the following renewal language in the agreement:

If the Tenant:

- (a) pays the Rent as and when due and punctually observes and performs the terms, covenants and conditions to be observed and performed by it in accordance with the terms of this Agreement; and
- (b) gives the Landlord not less than one (1) year's and not more than three (3) years' written notice prior to the expiration of the Term of this Agreement of the Tenant's intention to renew the Term of this Agreement,

then the Landlord shall grant to the Tenant the right to renew the Term of this Agreement upon the expiration of the initial Term of this Agreement for a period of ten (10) years on the same terms and conditions as set out in this Agreement except this covenant for renewal and except the Rent to be paid during the Renewal Term.

- (c) The Rent for the Renewal Term, as the case may be, shall be the Fair Market Rent for the Premises. If the parties are unable to agree on the amount of the Fair Market Rent, the Fair Market Rent shall be determined by an accredited and licenced real estate appraiser mutually acceptable to the parties and shall be effective as of the date of commencement of the Renewal Term.
- (d) If the Tenant fails to give the appropriate notice within the time limit set out herein for renewing the Term of this Agreement, then this section 3.2 shall be null and void and of no further force and effect.
- (e) The exercise of the rights of renewal is solely within the control of the Tenant, and nothing contained in this Agreement obligates or requires the Landlord to remind the Tenant to exercise the rights of renewal. The Landlord's acceptance of any future rent for renewal Terms shall in no way be deemed a waiver of the Tenant's requirement to give notice within the time limit set out herein for renewing the Term, the First Renewal Term, or any Subsequent Renewal Term, as the case may be.

Financial implication

The present agreement has a current annual lease rate that generates \$13,265.00 annually in lease revenue to the City. When the present lease comes to an end it is estimated to be generating \$16,170.00 in annual lease revenue. The new recommended agreement commencing January 1, 2029 will include a market lease rate that will be established through the methodology noted within the agreement.

Analysis

Legal advice recommended the establishment of a new agreement commencing January 1 2029, rather than an extension of the existing lease. It was prudent to formalize the agreement now to capture the requirements of both parties.

Community Support - In addition, Loco Landing owners have conducted extensive community engagement and have received letters of support from over 27 individuals, businesses and not for profit organizations within the community.

Alternate recommendations

THAT Council not approve the new lease presented by staff.

THAT Council provide staff with alternate direction.

Attachments

Attachment A – Lease agreement

Respectfully submitted,

Jim Bauer
Chief Financial Officer

Approvals

Director Development Services <i>JH</i>	Chief Administrative Officer PW
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Part 2 Terms

THIS LEASE dated for reference the 1st day of January, 2029

BETWEEN:

THE CORPORATION OF THE CITY OF PENTICTON, a municipality under the *Local Government Act* and having offices at 171 Main Street, Penticton, British Columbia, V2A 5A9

(the "**Landlord**")

AND:

LOCO LANDING ADVENTURE GOLF INC. (INC. NO. BC0622130), a corporation under the laws of British Columbia and having its registered and records office at 409 Ellis Street, Penticton, British Columbia, V2A 4M1

(the "**Tenant**")

AND:

DUSTIN STIRLING and DIANA STIRLING, having a delivery address at 1245 Riddle Road, Penticton, British Columbia, V2A 8X2

(collectively, the "**Indemnifier**")

WITNESSES that in consideration of the mutual covenants, conditions and agreements herein contained, the Landlord and the Tenant covenant and agree as follows:

1. DEFINITIONS

1.1 Definitions

In this Lease, unless there is something in the context inconsistent therewith, the Landlord and the Tenant agree that;

- (a) "**Additional Rent**" has the meaning described in Article 3.3 herein;
- (b) "**Basic Rent**" means the amount referred to in Article 3.1 herein;
- (c) "**Commencement Date**" means the 1st day of January, 2029;
- (d) "**CPI**" means the Consumer Price Index for the Province of British Columbia (or any index published in substitution for the Consumer Price Index or any other replacement index designated by the Landlord acting reasonably, if it is no longer published) published by Statistics Canada (or by any successor thereof or any governmental agency including a Provincial agency). In the case of any required substitution, the City, acting reasonably, shall be entitled to make all necessary conversions for comparison purposes;
- (e) "**Environmental Laws**" means all applicable federal, provincial,

municipal or local laws, statutes or ordinances, as they may be amended from time to time after the Commencement Date of the Term relating to the environment, occupational safety and the transportation or regulation of Hazardous Substances;

- (f) "**Fair Market Rent**" means rent which would be paid for the Premises in their then-current condition or in whatever condition the Landlord is entitled to require the Tenant to leave the Premises at the expiration of the Term, whichever condition would result in higher rent, as between persons dealing in good faith and at arm's length;
- (g) "**Governmental Requirement(s)**" means all requirements made or imposed pursuant to law by Federal, Provincial, Municipal or other local governments including requirements of Environmental Laws;
- (h) "**Hazardous Substance(s)**" means any substances that are defined or regulated as being waste, contaminants, pollutants, dangerous substances, industrial waste, special waste, toxic substances, hazardous waste, hazardous material or Hazardous Substance whether or not defined as such or pursuant to any law, regulation or order;
- (i) "**Lease**" means this Lease and all attached schedules;
- (j) "**Premises**" means the area of the lands legally described as PID: 008-851- 930, Lot 1 of Penticton Indian Reserve No. 1, SDYD, Plan 15294 outlined in heavy black on the plan attached hereto as Schedule "A" and identified as Parcel A thereon and all equipment, machinery and other facilities therein or thereon or used in connection therewith;
- (k) "**Rent**" means all Basic Rent and Additional Rent payable under this Lease; and
 - (i) "**Term**" means the term of years commencing on the Commencement Date as set out in Article 2.2.

2. DEMISE AND TERM

2.1 Demise

The Landlord, in consideration of the rents, covenants, agreements and conditions herein to the paid, observed and performed by the Tenant, does hereby demise and lease to the Tenant the Premises for the Term.

2.2 Term

Subject to the terms and conditions of this Lease, the Tenant shall have and hold the Premises for a term of ten (10) years from and including the Commencement Date.

3. RENEWAL OPTION

3.1 *OUTSTANDING AWAITING COUNCIL DIRECTION*

4. RENT, TAXES AND OTHER CHARGES

4.1 Basic Rent

Subject to Article 3.2 herein the Tenant shall pay as Basic Rent over the Term commencing on the Commencement Date and thereafter throughout the Term, Fair Market Rent, plus applicable taxes, payable in equal monthly installments. Fair Market Rent shall be determined in accordance with the following:

- (a) one year prior to the Commencement Date, the parties shall retain a professional licenced appraiser at their equal shared cost to establish the Fair Market Rent during the Term;
- (b) if either party disagrees with the Fair Market Rent determined under Article 4.1(a), that party may retain its own professional licenced appraiser at its own cost to establish the Fair Market Rent;
- (c) if the Fair Market Rent established under Article 14.1(b) is no more than five percent (5%) more or less than the Fair Market Rent established under Article 14.1(a), then the Fair Market Rent shall be the average of the Fair Market Rent established by the appraisals under Articles 14.1(a) and 14.1(b);
- (d) if the Fair Market Rent established under Article 14.1(b) is more than five percent (5%) more or less than the Fair Market Rent established under Article 14.1(a), then the appraisers selected for the appraisals under Articles 14.1(a) and 14.1(b) shall select a third appraiser who shall conduct a third appraisal at the equal shared cost of the parties to establish the Fair Market Rent and the Fair Market Rent established by this third appraisal shall be Fair Market Rent for the purposes of this Agreement.

3.2 Rent Increase

Notwithstanding anything herein to the contrary, the Basic Rent shall be increased on January 1, 2030 and on each and every January 1st thereafter during the Term by multiplying the previous year's Basic Rent by the increase in CPI for the previous twelve (12) month period.

3.3 Additional Rent

All monies which from time to time may be owing by the Tenant to the Landlord pursuant to this Lease including, without limitation, monies payable by way of indemnity, and whether expressed to be Rent or not, are hereby

deemed to be Additional Rent. The Tenant will pay any such money to the Landlord upon demand by the Landlord unless other terms for payment are expressly stipulated in this Lease. If the Tenant fails to pay any Additional Rent, as and when due, the Landlord will have the same remedies for the collection thereof as it has for the recovery of Basic Rent in arrears. If the Tenant at any time or from time to time fails to pay to any person any sum which the Tenant is obliged to pay pursuant to this Lease, the Landlord may pay any such sum on behalf of the Tenant and same will then be a debt owing by the Tenant to the Landlord from and including the date of payment by the Landlord.

3.4 Interest on amounts in arrears

When Basic Rent or Additional Rent, including any interest accrued thereon, payable hereunder by the Tenant to the Landlord is in arrears, the same will bear interest at a rate equal to five percent (5%) above the prime rate being charged by the Royal Bank of Canada, Main Branch, Vancouver, British Columbia, as its prime rate per annum to its most favoured commercial customers at the time such Basic Rent or Additional Rent became due, compounded monthly, from the date that such Rent became due to and including the date of payment. The Landlord will have the same remedies for the collection of such interest as it has for the recovery of Basic Rent in arrears.

3.5 Tenant's taxes and other charges

The Tenant will pay, as and when due, to the authority or person to which the same are owing:

- (a) all taxes (including without limitation all goods and services tax), licence fees, rates, duties and assessments imposed, assessed or levied by any lawful authority relating to:
 - (i) the business carried on in and the use and occupancy of the Premises by the Tenant;
 - (ii) Rent payable by the Tenant for the Premises;
 - (iii) personal property and business and trade fixtures and other improvements owned or installed by or on behalf of the Tenant in, on or affixed to the Premises; and
 - (iv) real property taxes assessed against the Premises including, without limitation, local improvement charges, frontage taxes and all other special or extraordinary charges;

whether any such taxes, licence fees, rate, duties and assessments are payable by law by the Tenant or by the Landlord and whether or not same are allocated separately in respect of the Premises; and

- (b) all charges, rates, levies and assessments imposed, assessed or levied by

any lawful authority in respect of electricity, light, heat, power, water, telephone and utilities of whatsoever nature or kind (including works and services in connection therewith) used in or supplied to the Premises.

Upon request by the Landlord, the Tenant will deliver promptly to the Landlord, for inspection, receipts for payment of all charges payable by the Tenant pursuant to this Article 3.5.

3.6 No set-off

The Tenant will pay to the Landlord duly and punctually all Basic Rent and Additional Rent required to be paid by the Tenant pursuant to this Lease without any deduction, abatement or set-off whatsoever.

3.7 Irregular Periods

If, for any reason, it becomes necessary to calculate Basic Rent or Additional Rent for irregular periods an appropriate pro rata adjustment will be made on a daily basis in order to compute such Rent for such irregular periods, unless otherwise expressly set out in this Lease.

3.8 Dispute as to costs

If the Tenant disputes the amount of any monies to be paid by the Tenant to the Landlord pursuant to this Lease, the certificate of an accountant having a nationally recognized accreditation appointed by the Landlord to determine such amount will be conclusive and binding on the Landlord and Tenant. The cost of obtaining such certificate will be for the account of the Tenant if the amount of money to be paid by the Tenant, as established in the certificate, is not more than five percent (5%) less than the amount claimed by the Landlord.

3.9 Post Dated Cheques

The Tenant covenants and agrees that the Tenant shall either deliver to the Landlord post-dated cheques prior to each twelve (12) month period during the term of this Lease in the amount of the monthly installments of the Basic Rent as provided herein (plus Goods and Services Tax applicable thereon) or in the alternative arrange for the payment of Basic Rent by electronic transfer.

4. QUALITY AND USE OF THE PREMISES

4.1 Examinations of Premises

The Tenant has inspected the Premises prior to execution of this Lease and acknowledges that it is leasing the Premises on an "as is" basis in accordance with the provisions of this Lease. The Tenant specifically acknowledges the Landlord has made no representation, agreement or warranty with respect to the Premises or as to the fitness of the Premises for the use referred to in Article 4.2.

4.2 Use

The Tenant will not use the Premises and all improvements thereon other than for amusement park purposes without the consent in writing from the Landlord, such consent not to be unreasonably withheld. Subject to weather conditions being reasonable for the use herein, the Tenant shall operate continuously seven days a week during the hours 10:00 a.m. to 10:00 p.m. for the period commencing the Saturday of the statutory holiday Victoria Day weekend and ending on the statutory holiday Labour Day in each year of the term of this Lease. The parties agree that the foregoing schedule may be modified by their mutual consent as circumstances may reasonably require, provided that in the event of any disagreement, the foregoing schedule shall remain in effect.

4.3 No nuisance or waste

At no time during the Term will the Tenant carry on or permit or suffer to be carried on in the Premises or elsewhere on the Premises anything which is noxious or offensive or which would constitute a public or private nuisance. The Tenant will not cause any waste or damage to the Premises.

4.4 Signs

The Tenant will not erect, paint, display, place, affix or maintain or permit to be erected, painted, displayed, placed, affixed or maintained any sign, decoration, picture, lettering, symbol or notice of any nature or kind whatsoever (herein called "**Signs**") either on the exterior walls of the Premises without first obtaining the Landlord's written consent, such consent not to be unreasonably withheld. The Tenant will cause any Signs to be maintained in a proper state of repair and will indemnify and save harmless the Landlord from all personal injuries or property damage or loss to any person caused by the existence of any such Signs.

4.5 Suppression of Weeds

The Tenant will keep the Premises reasonably clean and free from noxious weeds and brush growth at its expense including applying sufficient amounts of herbicide along fence lines and/or boundary lines to suppress weeds and brush growth.

4.6 Contour of the Premises

The Tenant shall not deposit on the Premises any earth, fill or other material for the purpose of filling in or raising the level of the Premises or take any steps whatsoever to change the contour of the Premises without the prior written consent of the Landlord such consent not to be unreasonably withheld.

4.7 Conditions of Premises

The Tenant will not permit the Premises to become untidy or unsightly and will not permit waste or refuse to accumulate therein.

4.8 Not to affect the Landlord's insurance

The Tenant shall not do, omit, or permit to be done anything in any part of the Premises which may cause any policy of insurance to be cancelled.

4.9 Preventing cancellation

The Landlord, by its representatives, may at any time enter upon the Premises to remove any Article or remedy any condition which, in the reasonable opinion of the Landlord, would be likely to lead to cancellation of any insurance policy. Such entry by the Landlord will not be deemed to be a re-entry or a trespass.

5. ASSIGNING AND SUB-LETTING

5.1 Assigning and sub-letting by Tenant

The Tenant will not assign this Lease or sub-let or part with possession of the whole or any part of the Premises for the whole or any part of the Term, without the consent of the Landlord, which consent will not be unreasonably withheld. If the Tenant is a private corporation, any sale or other disposition of its shares or security resulting in a change of control of beneficial ownership of such corporation will be deemed to be an assignment of this Lease and subject to this Article 5.1.

5.2 Landlord's conveyance

Should the Landlord convey or assign or otherwise divest itself of its interest in the Premises, it will be relieved of all obligations under this Lease from and after the effective date of such conveying, assigning or divesting, save and except for the obligation to account to the Tenant for any monies due and payable to the Tenant by the Landlord pursuant to this Lease up until the date of such conveyance, assignment or divestiture provided however the Landlord agrees in the event of such conveyance, assignment or otherwise to divest itself of its interest in the Premises a condition of such conveyance, assignment or otherwise divestiture shall be that the assignee of the interest of the Landlord agrees to be bound by the terms of this Lease.

6 COMPLIANCE WITH LAWS, BUILDER'S LIENS

6.1 Compliance with laws

The Tenant, at its own expense, will promptly comply with all applicable requirements of government or administrative authorities which relate, directly or indirectly to the use and occupation of the Premises including, without limitation, all those relating to environmental matters.

6.2 Notice of non-compliance

The Tenant will deliver promptly to the Landlord a copy of any notice, request, order, demand or claim of any person, and any documentation ancillary thereto, pertaining to any actual or alleged failure by the Tenant with regard to

the Premises to comply with any laws relating to environmental matters or any common law obligations relating to environmental matters or any actual or alleged presence or discharge of any Hazardous Substance on, under or affecting the Premises.

6.3 Builders' Liens

The Tenant will not suffer or permit any lien under the *Builders' Lien Act* or like statute to be registered against title to the Tenant's interest in the Premises or against title to the Premises by reason of labour, services or materials supplied or claimed to have been supplied to the Tenant or anyone holding any interest through or under the Tenant. If any such lien is registered, the Tenant will procure registration of its discharge forthwith after the lien has come to the notice of the Tenant. The Landlord may, but will not be obliged to, discharge any such lien at any time if, in the Landlord's judgment, the Premises or the Tenant's leasehold interest therein becomes liable to any forfeiture or sale or is otherwise in jeopardy and any amount paid by the Landlord in so doing, together with all reasonable costs and expenses of the Landlord, will be reimbursed to the Landlord by the Tenant forthwith on demand.

7 CONSTRUCTION, REPAIRS, MAINTENANCE AND ALTERATIONS

7.1 Repair and Maintenance

The Tenant, at its own expense, will repair and maintain the Premises and all improvements, appurtenances and equipment therein and thereon (including, without limitation, repairing and maintaining all plumbing, heating, and electrical systems, repairing and maintaining the roof, floors, foundations, bearing beams and the internal and external walls including all structural aspects thereof, replacing all broken windows and maintaining the landscaping of the Premises excepting from such standard of repair and maintenance damage by fire and other risks against which the Landlord is insured, reasonable wear and tear to the extent only that such reasonable wear and tear is not inconsistent with maintenance in good order and condition of the Premises generally. In this Article 7, "repairs" will include replacement and renewals when necessary. The Tenant will be responsible for all damage or destruction to the Premises resulting from the negligence of the Tenant or those for whom it is in law responsible, for complying with all requests or orders of any applicable government authority with respect to upgrading of the Premises and for the investigation and remediation of any Hazardous Substance in, under or affecting the Premises.

7.2 Inspection and emergencies

The Landlord, by its representatives may enter upon the Premises at all reasonable times and during any emergency to inspect the state of repair and maintenance.

7.3 Repairs by designated trades people

The Tenant, when necessary and whether upon receipt of notice from the Landlord or not, will effect and pay for maintenance and repairs for which it is responsible and in so doing will use subcontractors, contractors and trades people approved by the Landlord in writing, such approval not to be unreasonably withheld provided however in the event the maintenance and/or repairs are of a minor nature the Tenant will not be obliged to use subcontractors, contractors or trades people approved by the Landlord in writing.

7.4 Repair according to notice

The Tenant, promptly upon notice by the Landlord, will make and do all repairs and maintenance for which it is responsible in a good and workmanlike manner. If the Tenant fails to repair or maintain within what the Landlord considers to be a reasonable time, then the Landlord may cause such repairs and maintenance to be undertaken (and may cause its representatives to enter on the Premises for such purpose). Should the Landlord deem it necessary to undertake such repairs or maintenance, then the Tenant will pay to the Landlord a fee for supervision for carrying out the Tenant's obligations an amount equal to ten percent (10%) of the cost of repairs or maintenance carried out by the Landlord, which amount will be in addition to the cost of such repairs or maintenance.

7.5 Alterations

Notwithstanding anything to the contrary in this Lease the Tenant will not make to or erect in the Premises any installations, alterations, additions or partitions without having received the prior written approval of the Landlord to the plans and specifications and any variations or amendments thereof, such approval not to be unreasonably withheld, and all necessary approvals of any relevant statutory authority. The Landlord will be entitled to recover from the Tenant the reasonable cost of having the Landlord's architects or engineers examine such plans and specifications.

7.6 Construction and alteration

The Tenant will construct any such installations, alterations, additions and partitions only in accordance with the approved plans and specifications and in a good and workmanlike manner and will proceed diligently to completion. All such construction will be done only by contractors, sub-contractors and trades people approved in writing by the Landlord, such approval not to be unreasonably withheld, and will be done in accordance with requirements which the Landlord may reasonably impose (including contractor's public liability insurance in reasonable amounts). The Tenant will pay for all expenses incurred for labour performed upon, and materials incorporated into, the Premises for which it is responsible as same fall due.

7.7 Repair and maintenance by Landlord

The Landlord shall not be obliged to furnish any services or facilities or to make repairs, replacements or alterations in or to the Premises, the Tenant hereby assuming the full and sole responsibility for the condition, operation, repair, replacement and maintenance of the Premises.

8. SURRENDER OF PREMISES AND REMOVAL OF FIXTURES

8.1 Surrender

Upon the expiration or earlier termination of this Lease and the Term and any period of permitted overholding, the Tenant will surrender to the Landlord possession of the Premises. Provided the tenant is not in default, the Tenant may, for a period of ninety (90) days after the expiration or cancellation of this Agreement, remove any improvements or fixtures made by the Tenant to the Land during the term of this Agreement. Any improvements, fixtures or chattels that remain on the Leased property after the ninety (90) day removal period shall be forfeited and become the property of the Landlord, unless the Landlord determines in its discretion that the remaining fixtures or chattels impede the development of the Premises, in which case the Landlord may remove any remaining fixtures and chattels from the Premises and all costs incurred for the respective removal will be charged to the Tenant. All the rights of the Tenant under this Lease will terminate save as herein expressly set out.

8.2 Conditions of Premises

Without restricting the generality of Article 8.1, the Tenant, immediately before the expiration or earlier termination of this Lease, will wash the floors, windows, doors, walls and woodwork of the Premises and leave the Premises in broom clean condition.

8.3 Removal of fixtures

If the Tenant is not then in default hereunder, the Tenant, at the expiration of the Term, may remove from the Premises all trade or tenant's fixtures, including any amusement rides and ancillary equipment. If the Tenant damages the Premises during such removal the Tenant will make good such damage at its expense. In no event will the Tenant remove from the Premises any fixtures of the Landlord nor any partitions, floor coverings, draperies, local wiring, including floor ducts, telephone conduits or plumbing, heating, air conditioning, electrical or ventilating plant or equipment or other building services.

9. LIABILITY AND INDEMNIFICATION

9.1 Non-Liability of Landlord

The Landlord will not be liable or responsible in any way for any personal injury that may be sustained by the Tenant or any invitee or licensee of the

Tenant, or of any other person who may be upon the Premises or for any loss of or damage or injury to, property belonging to or in the possession of the Tenant or any invitee or licensee of the Tenant or any other person, unless caused by gross negligence of the Landlord or those for whom it is in law responsible.

9.2 Indemnification

The Tenant will indemnify and save harmless the Landlord, its elected and appointed officials, employees and agents from and against any and all liabilities, damages, costs, expenses, causes of actions, actions, claims, suits and judgments which the Landlord may incur or suffer or be put to by reason of or in connection with or arising from:

- (a) any breach, violation or non-performance by the Tenant of any obligation contained in this Lease to be observed or performed by the Tenant;
- (b) any damage to the property by the Tenant, or any person claiming through or under the Tenant, or damage to any other property howsoever occasioned by the condition, use, occupation, repair or maintenance of the Premises, unless caused by the gross negligence of the Landlord or those for whom it is in law responsible;
- (c) any injury to any person, including death resulting at any time therefrom, occurring in or about the Premises unless caused by the gross negligence of the Landlord or those for whom it is in law responsible;
- (d) any wrongful act or neglect of the Tenant, its invitees and licensees, in and about the Premises;
- (e) any request or order made by any government authority requiring investigation or remediation of any Hazardous Substance on, under or affecting the Premises unless caused by the gross negligence of the Landlord or those for whom it is in law responsible

provided that this indemnity shall be reduced where and to the extent that the same is caused by the gross negligence of the Landlord.

Such indemnification will survive any termination or expiration of this Lease.

10. INSURANCE

10.1 Tenant's Insurance

The Tenant, at its cost, will obtain and keep in force throughout the Term:

- (a) fire insurance of all buildings located on the Premises with extended coverage endorsement and water damage insurance (including, if applicable, sprinkler leakage) as well as all the Tenant's property in the Premises, including, without limitation, its improvements, furniture, equipment, fittings, fixtures and stock-in-trade, in an amount adequate to cover fully any loss that the Tenant could sustain;

- (b) comprehensive general liability insurance (including, without limitation, tenant's fire, legal liability and contractual liability to cover the responsibilities assumed under Article 9.2 hereof) against claims for personal injury, death or property damage occurring upon or in or about the Premises, in an amount of not less than \$5,000,000.00 or such greater amount as the Landlord may reasonably require from time to time;
- (c) boiler and machinery insurance on such boilers and pressure vessels as may be installed by, or be under the exclusive control of, the Tenant in the Premises;
- (d) tenant's legal liability insurance in such amount as would a prudent tenant;
- (e) rental interruption insurance; and
- (f) such other insurance as the Landlord might reasonably require.

10.2 Policies

All insurance required to be maintained by the Tenant hereunder shall be on terms and with insurers to which the Landlord has no reasonable objection. The Tenant shall furnish to the Landlord certificates or other evidence acceptable to the Landlord as to the insurance from time to time required to be effective by the Tenant and its renewal or continuation in force, either by means of a certified copy of the policy or policies of insurance with all amendments and endorsements or a certificate from the Tenant's insurer which, in the case of comprehensive general liability insurance, shall provide such information as the Landlord reasonably requires. If the Tenant fails to take out, renew and keep in force such insurance the Landlord may do so as the agent of the Tenant and the Tenant shall repay to the Landlord any amounts paid by the Landlord as premiums forthwith upon demand.

10.3 Terms of insurance

The Tenant will cause each of the policies for the insurance referred to in Article 10.1 to contain an undertaking by the insurer(s) to notify the Landlord at least thirty (30) days prior to cancellation or any other change material to the Landlord's interests. The liability policy will include the Landlord as an additional named insured with a cross-liability clause and shall protect the Landlord in respect of claims by the Tenant as if the Landlord were separately insured. The Tenant will cause any insurance policy obtained by it pursuant to this Lease to contain a waiver of subrogation clause in favour of the Landlord.

In regards to the insurance required pursuant to Article 10.1(a) herein such insurance shall provide that any proceeds recoverable in the event of loss shall be payable to the Landlord, provided however the Landlord agrees to make available such proceeds towards the repair or replacement of the insured property if this Lease is not terminated under any other provision hereof.

If any of the policies to be obtained by the Tenant pursuant to its obligations herein contain any co-insurance clauses, the Tenant shall maintain at all times a

sufficient amount of insurance to meet the requirements of such co-insurance clause so as to prevent the Landlord or the Tenant from becoming a co-insurer under the terms of such policy or policies and to permit full recovery from the insurance in the event of loss.

10.4 Release of Landlord from Liability for Insured Loss or Damage

The Tenant hereby releases the Landlord, its elected and appointed officials and employees from any and all liability for loss or damage caused by any of the perils against which the Tenant shall have insured or pursuant to the terms of this Lease is obligated to insure as provided herein.

10.5 Workers' Compensation Coverage

At all times during the Term, the Tenant shall at its own expense procure and carry, or cause to be procured and carried and paid for, full workers' compensation coverage in respect of all workmen, employees, servants, and others engaged in or upon any work, non-payment of which would create a lien on the Premises

11. DAMAGE OR DESTRUCTION

11.1 Damage to Premises

Without qualification for the amount of insurance proceeds the Tenant covenants and agrees with the Landlord that in the event of damage to or partial destruction of leasehold improvements including any buildings the Tenant, subject to the regulations and requirements of any governmental authority having jurisdiction, shall repair, replace or restore any part of the lease improvements or buildings so destroyed.

11.2 Reconstruction of leasehold improvements by Tenant

Without qualification for the amount of insurance proceeds the Tenant covenants and agrees with the Landlord that in the event of complete or substantially complete destruction of the leasehold improvements including any buildings the Tenant, subject to the regulations and requirements of any governmental authority having jurisdiction, shall reconstruct or replace the said leasehold improvements including buildings with replacements and structures comparable to those being replaced.

12. QUIET ENJOYMENT

If the Tenant duly and punctually pays the basic and Additional Rent and complies with its obligations under this Lease the Tenant will be entitled to peaceably possess and enjoy the Premises as provided herein during the Term without any interruption or disturbance from the Landlord

13. PERFORMANCE OF TENANT'S COVENANTS, DEFAULT AND BANKRUPTCY

13.1 Landlord may perform covenants

If the Tenant is in default of any of its obligations under this Lease then the Landlord without limiting any other remedy which it may have, will have the right to remedy any such default and for such purpose may at any time enter upon the Premises. No entry for such purpose will be deemed to cause a forfeiture or termination of this Lease. In order to cure such default, the Landlord may do such things as are necessary to cure the default and such things as may be incidental thereto (including without limitation, the right to make repairs and to expend monies). The Tenant will reimburse the Landlord for the aggregate of all expenses incurred by the Landlord in remedying any such default. The Landlord will be under no obligation to remedy any default of the Tenant and will not incur any liability to the Tenant for any action or omission in the course of its remedying or attempting to remedy any such default unless such act amounts to intentional misconduct or gross negligence on the part of the Landlord.

13.2 Rights of termination

If and whenever:

- (a) the Premises become vacant or remain unoccupied for five (5) days or more or are not used for the purpose herein permitted continuously during the period referred to in Article 4.2 herein during the Term of this Lease;
- (b) any Basic Rent or Additional Rent remains unpaid after any of the days on which the same ought to have been paid and following five (5) days written notice of non-payment by the Landlord to the Tenant;
- (c) the Tenant has on more than two (2) occasions in any one calendar year of the Term not paid Basic Rent or Additional Rent on the day on which same is due;
- (d) there is a breach of any of the Tenant's obligations hereunder (other than as set out in the other clauses of this Article) which is not cured within ten (10) days after delivery of written notice by the Landlord to the Tenant specifying such breach provided that if any default of the Tenant can only be cured by the performance of work or the furnishing of materials and if such work cannot reasonably be completed or such materials reasonably obtained and utilized within said ten (10) days, then such default will not be deemed to continue if the Tenant proceeds promptly with such work as may be necessary to cure the default and continues diligently to complete such work;
- (e) the Term or any goods and chattels on the Premises are at any time seized or taken in execution or attachment; or

- (f) the Tenant assigns, sub-lets or parts with possession of the Premises or any part thereof without the Landlord's consent as required herein;
- (g) If the Tenant is in breach or default during the Term of any obligation pursuant to any licence agreement(s) between the Landlord and Tenant which is not cured in accordance with the terms of such licence agreement(s)

then in any of the said cases (and notwithstanding any prior waiver of breach of covenant) the Landlord, at its option, may (and without prejudice to any other right or remedy it may then have or be entitled to) immediately or at any time thereafter and without notice or any form of legal process take possession of the Premises or any part thereof in the name of the whole and expel the Tenant and those claiming through or under it and remove its or their effects (forcibly if necessary) without being deemed guilty of any manner of trespass, any statute or law to the contrary notwithstanding.

13.3 Bankruptcy

If and whenever:

- (a) a receiver, guardian, trustee in bankruptcy or any other similar officer is appointed to take charge of all or any substantial part of the Tenant's property by a court of competent jurisdiction;
- (b) a petition is filed for the re-organization of the Tenant under any provision of the *Bankruptcy and Insolvency Act* or any law of Canada or any province thereof or of the jurisdiction in which the Tenant is incorporated relating to bankruptcy or insolvency, then in force;
- (c) the Tenant becomes insolvent;
- (d) the Tenant files a petition for such re-organization or for arrangements under any provision of the *Bankruptcy and Insolvency Act* or any law of Canada or any province thereof or of the jurisdiction in which the Tenant is incorporated relating to bankruptcy or insolvency then in force and providing a plan for a debtor to settle, satisfy or to extend the time for the payment of debts; or
- (e) if any application or petition or certificate or order is made or granted for the winding up or dissolution of the Tenant voluntarily or otherwise;

then in any of the said cases, and notwithstanding any prior waiver or breach of covenant, the Landlord, at its option may, (and without prejudice to any other right or remedy it may have or be entitled to) with five (5) days' written notice take possession of the premises or any part thereof and expel the Tenant and those claiming through or under it and remove its or their effects (forcibly if necessary) without being guilty of any manner of trespass, any statute or law to the contrary notwithstanding.

13.4 Waiver with respect to re-entry

The Tenant hereby waives any present or future requirement that notice of the Landlord's intention to re-enter be served or that the Landlord commence legal proceedings in order to re-enter.

13.5 Waiver of benefit of legislation and seizure

The Tenant irrevocably waives and renounces the benefit of any present or future law taking away or diminishing the Landlord's privilege on the property of the Tenant and right of distress and agrees with the Landlord, notwithstanding any such law, that the Landlord may seize and sell all the Tenant's goods and property, whether within the Premises or not, and apply the proceeds of such sale upon Basic Rent and Additional Rent and upon the cost of the seizure and sale in the same manner as might have been done if such law had not been passed. If the Tenant vacates the Premises leaving any Basic Rent or Additional Rent unpaid, the Landlord, in addition to any remedy otherwise provided at law or in equity, may seize and sell the goods and chattels of the Tenant at any place to which the Tenant or any other person may have removed them in the same manner as if such goods and chattels had remained on the Premises. If the Landlord, being entitled to do so, levies distress against the Tenant's goods and chattels, the Landlord may use such force as the Landlord may deem necessary for the purpose and for gaining admission to the Premises without the Landlord being liable for any loss or damage caused thereby.

13.6 Re-entry and damages

If and whenever the Landlord is entitled to re-enter the Premises, or does re-enter the Premises, the Landlord may either terminate this Lease by giving written notice of termination to the Tenant, or by posting notice of termination on the Premises, and in such event the Tenant will forthwith vacate and surrender the Premises, or alternatively, the Landlord may from time to time without terminating the Tenant's obligations under this Lease make alterations and repairs considered by the Landlord necessary to facilitate a subletting including changing the door locks (without this being deemed to be a termination of the Lease), and sublet the Premises or any part thereof as agent of the Tenant for such term or terms and at such rental or rentals and upon such other terms and conditions as the Landlord in its reasonable discretion considers advisable. Upon each subletting all Rent and other monies received by the Landlord from the subletting will be applied first to the payment of costs and expenses of the subletting including brokerage fees and solicitors' fees and costs of the alterations and repairs, second to the payment of indebtedness other than Basic Rent due hereunder from the Tenant to the Landlord and third to the payment of Basic Rent due and unpaid hereunder. The residue, if any, will be held by the Landlord and applied in payment of future Rent as it becomes due and payable. If the Rent received from the subletting

during a month is less than the Rent to be paid during that month by the Tenant, the Tenant will pay the deficiency to the Landlord. The deficiency will be calculated and paid monthly. No re-entry by the Landlord will be construed as an election on its part to terminate this Lease unless a written notice of that intention is given to the Tenant. Despite a subletting without termination, the Landlord may elect at any time to terminate this Lease for a previous breach. If the Landlord terminates this Lease for any breach and elects to claim damages for such breach, the Tenant will pay to the Landlord on demand therefor:

- (a) Basic Rent to the date of termination;
- (b) all additional charges and Additional Rent payable by the Tenant pursuant to the provisions hereof to the date of termination;
- (c) such expenses as the Landlord may incur or have incurred in connection with re-entering or terminating and re-letting, collecting sums due or payable by the Tenant and realizing upon assets seized, including brokerage expense, legal fees and disbursements determined on a solicitor-client basis, keeping the Premises in good order and repairing and maintaining the same, and preparing the Premises for re-letting; and
- (d) as liquidated damages for the loss of Basic Rent and Additional Rent and other income of the Landlord expected to be derived from this Lease during the period which would have constituted the unexpired portion of the Term had it not been terminated, the amount, if any, by which the rental value of the Premises for such period established by reference to the terms and provisions of this Lease exceeds the rental value of the Premises for such period established by reference to the terms and provisions upon which the Landlord re-lets them, if such re-letting is accomplished within a reasonable time after termination of this Lease and otherwise with reference to all market and other relevant circumstances.

13.7 Remedies of Landlord are cumulative

The remedies of the Landlord in this Lease are cumulative and are in addition to any remedies of the Landlord at law or in equity. No remedy will be deemed to be exclusive and the Landlord may from time to time have recourse to one or more of all the available remedies specified herein or at law or in equity.

13.8 Payment of Landlord Expenses

If at any time an action is brought where the Landlord is otherwise required to employ the services of a bailiff, an agent, or its solicitors because of the breach by an act or omission of any covenant herein contained on the part of the Tenant, the Tenant shall pay to the Landlord all expenses incurred by the Landlord in the enforcement of its rights and remedies hereunder, including the Landlord's administrative costs and legal fees on a solicitor and his own client

basis in connection therewith, together with interest at the rate equivalent to the prime rate of the Royal Bank of Canada plus five percent (5%) per annum calculated monthly not in advance from the date of demand until paid.

14. ABILITY TO PERFORM

Except as herein otherwise expressly provided, if and whenever to the extent that either the Landlord or the Tenant shall be prevented, delayed, or restricted in the fulfillment of any of its obligations hereunder other than the payment of Basic Rent or Additional Rent by reason of civil commotion, warlike operation, or like operation, invasion, rebellion, hostilities, sabotage, strike, or work stoppage, or being unable to obtain any material, service, utility, or labour required to fulfill such obligation, or by reason or any statute, law, or regulation of, or inability to obtain any permission from any governmental authority having lawful jurisdiction preventing, delaying, or restricting such fulfillment, or by reason of other unavoidable occurrence, other than the lack of funds, the time for fulfillment of such obligations shall be extended during the period in which such circumstance operates to prevent, delay, or restrict the fulfillment thereof, and the other party to this Lease shall not be entitled to compensation for any inconvenience, nuisance or discomfort thereby occasioned but nevertheless in the event the delay for any one occurrence exceeds a period of thirty (30) days the Term of the Lease shall be deemed to be extended for the period of such delay without additional payment of Basic Rent payable to the Landlord.

15. OVERHOLDING

If the Tenant remains in possession of the Premises after the expiration of the Term and without the execution and delivery of a new lease, the Landlord may re-enter and take possession of the Premises and remove the Tenant therefrom and the Landlord may use such force as it may deem necessary for that purpose without being liable in respect thereof or for any loss or damage occasioned thereby. While the Tenant remains in possession of the Premises after the expiration of the Term, the tenancy, in the absence of written agreement, will be from month to month only at a Rent per month equal to two times the Rent payable in respect of the month immediately preceding expiration of the Term payable in advance on the first day of each month and the Tenant will be subject to all terms of this Lease, except that the tenancy will be from month to month only and a tenancy from year to year will not be created by implication of law or otherwise.

16. INSPECTION SALE AND LEASE

16.1 Landlord's sign

The Landlord from time to time may place upon the Premises a notice of reasonable dimensions and reasonably placed so as not to interfere with the business of the Tenant stating that the Premises are for sale and, during the last

six months of the Term, may similarly place a sign stating that the Premises are to be let.

16.2 Inspection

The Landlord or its representatives may exhibit the Premises at reasonable times to prospective tenants during the last six (6) months of the Term of the Lease and may also exhibit the Premises at reasonable times throughout the Term for the purpose of allowing inspection by prospective purchasers.

17. MISCELLANEOUS

17.1 Tenant's Mortgage

The Landlord acknowledges the right of the Tenant to finance the construction of the Premises or other needs of the Tenant and the Landlord, shall at the request of the Tenant, execute and deliver to the Tenant a Landlord's consent to the Tenant granting security of the Tenant's interest in this Lease in such form as shall be reasonably required by the Tenant and which, without limitation, shall include covenants that:

- (a) The Landlord will not accept a surrender of the Lease nor modify the Lease without the consent of the lender;
- (b) The Landlord will give to the lender written notice of any default by the Tenant of the terms of the Lease and will not exercise any of its rights and remedies against the Tenant, provided that:
 - (i) the lender cures such default within a period of thirty (30) days after notice in writing from the Landlord to the lender, or if such default cannot be reasonably remedied within the said period of thirty (30) days, the lender commences to cure the said default within thirty (30) days after said notice and continues diligently to do so; and
 - (ii) institutes within sixty (60) days of such notice foreclosure proceedings or other proceedings to acquire the interest of the Tenant in the Premises and proceeds with due diligence to complete such proceedings and thereupon to cure or cause to be cured such default;
- (c) subject to Article 5.1 herein the Landlord will not unreasonably withhold its consent to an assignment by the lender of the Lease to any other person, provided the proposed assignee enters into an agreement with the Landlord assuming the obligations of the Tenant under the Lease;
- (d) the Lender will be released from all liability under the Lease arising on and after the date which is the earlier of:
 - (i) thirty (30) days after the lender has given written notice to the Landlord it intends to surrender the Lease; or

- (ii) sixty (60) days after the lender has vacated the Premises without having given the written notice referred to in the preceding Article; or
 - (iii) upon assignment of the Lease where the proposed assignee has entered into a covenant with the Landlord referred to in Article 17.1(c).
- (e) subject to the Article 17.1(a), (b), (c) and (d) every mortgage shall be made expressly subject to the rights of the Landlord under this Lease.

17.2 Waiver

No waiver of any default will be binding unless acknowledged in writing by the Landlord.

17.3 Condoning

Any condoning, excusing or overlooking by the Landlord of any default by the Tenant will not operate as a waiver of the Landlord's rights hereunder in respect of any subsequent default.

17.4 Subordination

This Lease at the request of the Landlord will be subject, subordinated and postponed to all mortgages and other encumbrances which may now or hereafter charge or affect the Premises and to all renewals, modifications, consolidations, replacements and extensions of same, to the intent that such mortgages and other encumbrances and all renewals, modifications, consolidations, replacements and extensions thereof will have priority over this Lease notwithstanding the respective dates of execution or registration thereof. The Tenant will execute promptly any document in confirmation of such subordination, postponement and priority which the Landlord may request and if the Tenant does not so execute such document within ten (10) days after written demand, the Tenant does hereby constitute and irrevocably appoint the Landlord as its attorney-in-fact and in its name, place and stead so to do. Provided however the obligation of the Tenant pursuant to this Article shall subject to the Tenant receiving a Non-Disturbance Agreement whereby the mortgagee agrees that this Lease will be honoured notwithstanding any enforcement proceedings by the mortgagee.

17.5 Acknowledgment by the Tenant

The Tenant will execute promptly, whenever requested by the Landlord, a certificate in favour of any prospective mortgagee or purchaser of the Landlord certifying the status of this Lease, any modifications or breaches of this Lease within the knowledge of the Tenant, and the status of the Rent account, all with the intent that any such certificate may be relied upon by any party to whom it is directed.

17.6 Severability

If any provision of this Lease is found to be illegal or invalid or unenforceable at law it will be deemed to be severed from this Lease and the remaining provisions will continue to have full force and effect.

17.7 Headings

All headings in this Lease are inserted for convenience of reference only and will not affect the construction and interpretation of this Lease.

17.8 Representations and entire agreement

The Tenant acknowledges and agrees that the Landlord has made no representations, covenants, warranties, guarantees, promises or agreements (verbal or otherwise) with the Tenant other than those contained in this Lease that no agreement collateral hereto will be binding upon the Landlord unless made in writing and signed by the Landlord and that this Lease constitutes the entire agreement between the Landlord and Tenant.

17.9 Notices

Any notice required to be given hereunder by the Tenant shall be in accordance with the provisions of the *Local Government Act* or the *Community Charter* of British Columbia and if by the Landlord to the Tenant any notice hereunder shall be deemed to have been well and sufficiently given if mailed by prepaid express mail, telexed or telefaxed to, or delivered to the Tenant at:

409 Ellis Street,
Penticton, B.C. V2A 4M1

or such other address as the Tenant may from time to time direct in writing, and any such notice by the Landlord to the Tenant shall be deemed to have been received, if mailed five (5) days after the time of mailing, or if telexed or telefaxed seventy-two (72) hours after the time of telexing or telefaxing, and if delivered, upon the date of delivery. If normal mail service, telex service, or telefax service is interrupted by strike, slow down, force majeure or other cause, a notice sent by the impaired means of communication will not be deemed to have been received until actually received, and the Landlord may utilize any other such services which have not been so interrupted.

17.10 Time of essence

Time will be of the essence of this Lease.

17.11 Governing Law

This Lease will be construed and governed by the laws of British Columbia.

17.12 Gender

Words in the singular will include words in the plural and words in the

plural will include words in the singular and words in the masculine gender will include feminine and neuter genders and vice versa where the context so requires.

17.13 Registration

The parties hereto acknowledge that Schedule "A" attached hereto is not a survey plan in registerable form for the purposes of registration of this Lease in the Kamloops Land Title Office. The parties agree that as soon as a registerable survey plan of the Premises has been completed in a form acceptable to both parties that the plan attached hereto will be removed and substituted with the said registerable survey plan. The Landlord agrees to exercise its best efforts to execute and deliver this Lease in registerable form provided however the Tenant shall be responsible for all costs, expenses, fees and taxes in connection with the registration of this Lease in the Kamloops Land Title Office. Notwithstanding anything herein to the contrary and the best efforts of both parties in the event this Lease is not able to be completed in registerable form for whatever reason the Tenant hereby releases the Landlord from any claim of any kind whatsoever the Tenant may have as a result of the Kamloops Land Title Office's refusal to register this Lease.

17.14 Powers Preserved

Nothing contained or implied in this Agreement will impair or affect the Landlord's rights and powers in the exercise of its functions pursuant to the *Community Charter* or any other enactment, and all such powers and rights may be fully exercised in relation to the Premises. The Tenant acknowledges that the Landlord's obligations under this Lease may require that the municipal council of the Landlord to adopt resolutions or bylaws and take other actions and that the passage of said resolutions or adoption of said bylaws or undertaking of such actions are within its sole absolute discretion.

18. ENVIRONMENTAL MATTERS

18.1 Release of Hazardous Substances

The Tenant covenants with the Landlord that if, as a consequence of any release of a Hazardous Substance in or on the Premises or below the surfaces of the Premises resulting from the construction or the operation of the Premises or any other activity carried out, on or in the vicinity of the Premises by the Tenant or its servants, agents, or contractors or any person for whom the Tenant is in law responsible, any actions required to be taken in order to comply with any Governmental Requirement applicable to the presence or removal of any Hazardous Substance on or from the Premises (including any Governmental Requirement relating to testing for or identification of Hazardous Substances), and if the Tenant has received notice in writing of such Governmental Requirement from the relevant authority or from the Landlord, then the Tenant shall at its expense take such action as required by the Governmental Requirement (of alternatively such other action as may be acceptable to the

relevant authority after discussions with the Tenant) .

18.2 Failure by Tenant to Take Action

If the Tenant fails to take any action required to be taken by the Tenant pursuant to this Article 18, the Landlord may (but shall not be obligated to) take such action after giving thirty (30) days written notice to the Tenant of its intention to do so, unless within such thirty (30) day period the Tenant has taken the required action or has commenced in and is continuing diligently to carry out such action, and the Landlord shall, for that purpose, be permitted to enter the Premises with appropriate equipment . The Tenant covenants to reimburse the Landlord for all reasonable costs incurred by the Landlord in taking such required action pursuant to this Article 18 within thirty (30) days after receiving from the Landlord an invoice and reasonable supporting details relating to such costs.

18.3 Indemnity for Hazardous Substances

The Tenant covenants with the Landlord to indemnify and save harmless the Landlord, the Landlord's elected officials and employees from and against any and all liabilities, claims, damages, costs, loss, suits, or actions of any nature whatsoever (including legal fees incurred by the Landlord in any relating proceedings on a solicitor and own client basis) arising out of any release of a Hazardous Substance in the Premises or on or below the surface of the Premises as a result of the construction or operation of the Premises or any other activity carried out, on or in the Premises by the Tenant or its servants, or contractors or any person for whom the Tenant is in law responsible.

18.4 Survival of Indemnity

The obligations of the Tenant under the indemnity in this Article 18, shall with respect to liability arising for any matter during the Term and prior to the expiration or any termination of the Lease, survive the expiration or any termination of this Lease for a period of ten (10) years after such expiration or termination .

18.5 Hazardous Substances before Commencement Date

Notwithstanding anything herein to the contrary the Landlord acknowledges that the Tenant will not be responsible for any remediation to the Premises in respect of Hazardous Substances in the event the release of the Hazardous Substance(s) occurred prior to the Commencement Date of this Lease.

19. INDEMNITY

In consideration of the presents and the sum of ONE DOLLAR (\$1.00) and other good and valuable consideration (the receipt and sufficiency whereof from the Landlord is hereby acknowledged by the Indemnifier) the Indemnifier jointly and severally hereby covenants and agrees with the Landlord as follows:

- (a) The Indemnifier shall:
 - (i) make or cause to be made the due and punctual payment of all Rent, monies and charges expressed to be payable by the Tenant under the Lease during the period of the term and any renewals
 - (ii) effect prompt and complete performance of all and singular the terms, covenants, conditions and provisions in the Lease contained on the part of the Tenant to be kept, observed and performed during the period of the term and any renewals thereof, and
 - (iii) indemnify and save harmless the Landlord from any and all loss, costs, damages or liability whatsoever arising out of any failure by the Tenant to pay any Rent, monies, and charges, or the failure of the Tenant to perform any and all of the terms, covenants, conditions and provisions in the Lease.
- (b) In the event of a default under the Lease, the Indemnifier hereby waives any right to require the Landlord:
 - (i) to proceed against the Tenant or pursue any rights or remedies with respect to the Lease;
 - (ii) to proceed against or exhaust any security from the Tenant held by the Landlord; or
 - (iii) to pursue any other remedy whatsoever in the Landlord's power or otherwise available to the Landlord.
- (c) The Landlord shall have the right to enforce this Indemnity regardless of the acceptance of additional security from the Tenant by the Landlord or by others, or by operation of any law.
- (d) The Indemnifier hereby expressly waives notice of the acceptance of this Indemnity and all notice of non-performance, non-payment or non-observance on the part of the Tenant of the terms, covenants, conditions and provisions of the Lease.
- (e) This indemnity is absolute and unconditional and without limiting the generality of the foregoing, the liability of the Indemnifier under this Indemnity shall not be deemed to have been waived, released, discharged, impaired or affected by reason of the release or discharge of the Tenant in any receivership bankruptcy, winding up or other creditors' proceedings, or the rejection, surrender, disaffirmation or disclaimer of the Lease by any party or in any action or proceeding, and shall continue with respect to the periods prior thereto and thereafter for and with respect to the term of the Lease and any renewals thereof. The liability of the Indemnifier shall not be affected by any repossession of the Leased Premises by the Landlord, provided however, that the net payments

received by the Landlord after deducting all costs and expenses of repossession and reletting the same, shall be credited from time to time by the Landlord to the account of the Indemnifier and the Indemnifier shall pay any balance owing to the Landlord from time to time immediately upon ascertainment.

- (f) The Indemnifier shall, without limiting the generality of the foregoing, be bound by this Indemnity in the same manner as though the Indemnifier were the Tenant named in the Lease.
- (g) All of the terms, agreements and conditions of this Indemnity shall extend to and be binding upon the Indemnifier, his heirs, executors, administrators, successors and assigns, and shall enure to the benefit of and may be enforced by the Landlord, its successors and assigns, and the holder of any mortgage to which the Lease may be subject and subordinate from time to time, and where the Indemnifier includes more than one person the covenants and obligations of each of the persons comprising the Indemnifier shall be both joint and several.

20. LANDLORD AND TENANT ONLY

It is understood and agreed that nothing contained in this Lease nor any acts of the parties hereto shall be deemed to create any relationship between the said parties, other than the relationship of Landlord and Tenant.

21. BINDING NATURE AND ENUREMENT

This Lease and everything herein contained will enure to the benefit of and be binding upon the parties hereto and each of their respective heirs, executors, administrators, successors and permitted assigns as the case may be.

As evidence of their agreement to be bound by the above terms, the parties each have executed and delivered this Lease on the dates indicated below:

EXECUTED BY THE CORPORATION OF THE CITY OF PENTICTON by its authorized signatories this ____ day of _____, 2018

Name:

Name:

EXECUTED BY LOCO LANDING ADVENTURE GOLF INC. (INC. NO. BC0622130) by its authorized signatories this ____ day of _____, 2018

Name:

Name:

EXECUTED BY **DUSTIN STIRLING** and **DIANA STIRLING** in the presence of witnesses this ____ day of _____, 2018

Witness Name: **DUSTIN STIRLING**

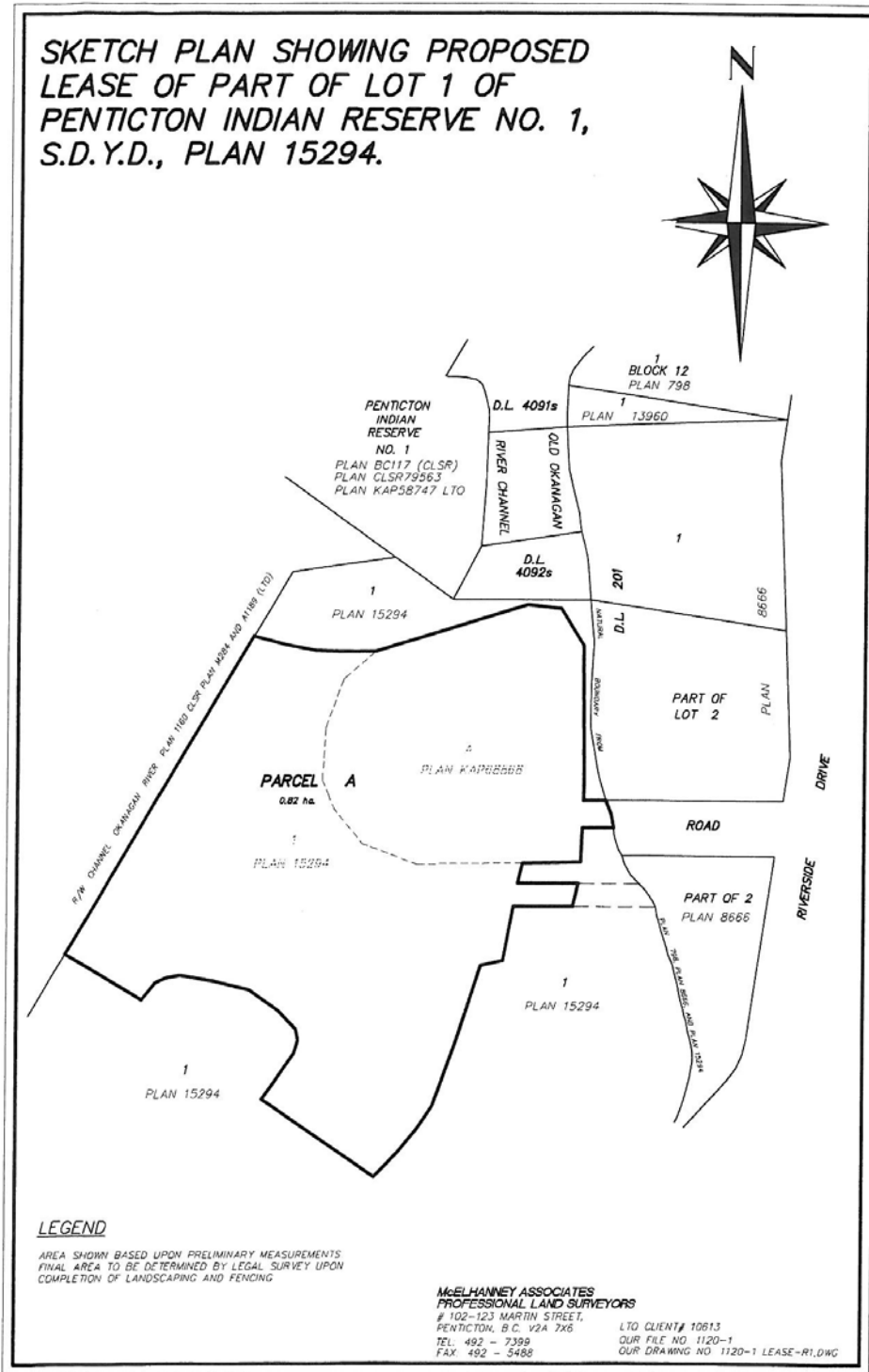
Witness Name: **DIANA STIRLING**

DRAFT

SCHEDULE "A"

SCHEDULE "A"

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