



Agenda

penticton.ca

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

Tuesday, February 19, 2019
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 February 5, 2019 Regular Council Meeting 1-5 Adopt
7. **Consent Agenda:**
 - 7.1 Minutes:
 - Minutes of the February 5, 2019 Committee of the Whole Meeting
 - Minutes of the February 5, 2019 Public Hearing Meeting
 - Minutes of the December 19, 2018 Penticton Creek and Ellis Creek Restoration Committee Meeting

Staff Recommendation: THAT Council approve the Consent Agenda. 6-14
8. **Committee and Board Reports**
9. **Correspondence**
10. **Staff Reports:**
 - Forster 10.1 Flood Mitigation Plan – UBCM Grant 15-16
Staff Recommendation: THAT Council support the application for grant funding from the UBCM for a Flood Mitigation Plan for the City of Penticton area.
 - Filice 10.2 Front Counter BC – Application for Amendment to Telus Easement Area 17-19
on Crown Land
Staff Recommendation: THAT Council endorse the “Application for Amendment to Telus Easement Area on Crown Land”; AND THAT Council direct staff to forward the “Application for Amendment to Telus Easement Area on Crown Land” to Front Counter BC for approval.

Filice	10.3	Fees and Charges Amendment Bylaw No. 2018-09 <i>Staff Recommendation: THAT Council rescind third reading and give third reading as amended to "Fees and Charges Amendment Bylaw No. 2018-09".</i>	20-27
Robson	10.4	Contract Award – Supply of Transit Stop Benches and Shelters and Associated Advertising Opportunities 2019-2034 <i>Staff Recommendation: THAT Council authorize staff to enter into an agreement with Pattison Outdoor Advertising LP based on their proposal for the provision the Supply of Transit Stop Benches and Shelters and Associated Advertising Opportunities for a fifteen (15) year period commencing March 1, 2019; AND THAT the Mayor and Corporate Officer be authorized to execute the agreement on behalf of the City of Penticton.</i>	28-56
Moroziuk	10.5	30 kph Speed Limit in the Downtown Core <i>Staff Recommendation: THAT Council provide direction to staff by selecting one of the following:</i> 1. THAT Council instruct staff to make no changes with respect to the 30 kph speed limit in the Downtown Core; or 2. THAT Council instruct staff to undertake a community engagement process with the greater community regarding the 30 kph speed limit in the Downtown Core; or 3. THAT Council provide specific direction to staff as to which streets in the Downtown Core they would like to alter the speed limit in consideration of the Engineering design issues with the raised intersections on Main Street.	57-60
Darcus	10.6	SILGA Resolutions 2019 <i>Staff Recommendation: THAT Council submit the following five resolutions to Southern Interior Local Government Association (SILGA) for consideration at the 2019 Convention:</i> # 1 - Building Act - Innovation Commitment <i>WHEREAS the Building Act includes a provincial commitment to Innovation that supports local governments and other local authorities through the implementation of a provincial review process to evaluate innovative building proposals;</i> <i>AND WHEREAS the continued complexity of building design, new products and expansion of the Codes have made it difficult for some communities to provide a level of consistency, interpretation and alternate solution reviews;</i> <i>NOW THEREFORE BE IT RESOLVED that the Province outline and explain the review process to accept and evaluate innovative building proposals.</i> # 2 - Full Social Support Services for Homeless Housing <i>WHEREAS the Province through BC Housing has invested in creating housing for those individuals struggling with homelessness;</i> <i>AND WHEREAS individuals experiencing homelessness are often in need of social services;</i> <i>NOW THEREFORE BE IT RESOLVED that the Province ensure all forms of social services (mental health services, addiction services, social assistance services, employment services, etc.), also referred to as "wrap-around services", are available to individuals housed in homeless housing at the housing site or within a short walking distance.</i> # 3 - Addition of Drug and Alcohol Recovery Facilities and Beds <i>WHEREAS an opioid crisis has been identified in British Columbia, and addictions can also take many other forms such as alcohol and other drugs, with addictions being so detrimental to an individual's health and well-being;</i> <i>AND WHEREAS there are not enough Drug and Alcohol Rehabilitation/Recovery Facilities and spaces available for those who are seeking help to combat addictions;</i> <i>NOW THEREFORE BE IT RESOLVED that the Province fund significantly more licensed rehabilitation facilities and beds in every municipality to enable all those who seek assistance in recovering from addictions and opportunity to beat addictions.</i> # 4 - Inspection of Rooming Houses by Ministry of Health (e.g. Interior Health) and Ministry of Social Development & Poverty Reduction <i>WHEREAS Landlords may open rooming houses and accommodate low income individuals;</i> <i>AND WHEREAS Landlords may take advantage of the vulnerable individuals they house;</i> <i>NOW THEREFORE BE IT RESOLVED that the Ministry of Health (e.g. Interior Health) and Ministry of Social Development & Poverty Reduction create policy and an inspection process to ensure the integrity of the rooming houses.</i>	61-69

5 - Funding for Design of Cycling Infrastructure (Bike Lanes) for Municipalities

WHEREAS the Province of BC is cost-sharing cycling infrastructure projects with local government through our BikeBC program to encourage healthy living and to help address climate change;
AND WHEREAS prior to building cycling infrastructure, such as bike lanes, it is necessary to conduct a design stage that can be a very expensive endeavor;
NOW THEREFORE BE IT RESOLVED that the Province cost-share not only cycling infrastructure but also the design of the infrastructure, especially as it relates to bike lanes.

- Darcus 10.7 Notice: Local Elections Campaign Financing Non-Compliance – Failure to File 70-71
Staff Recommendation: THAT Council receive into the record the report titled “Notice: Local Elections Campaign Financing Non-Compliance – Failure to File” dated February 19, 2019.
- Pettet 10.8 Woodstock Road Upgrade 72-75
Staff Recommendation: THAT Council approve the installation of roadway improvements on Woodstock Road in 2019 which consists of reducing the speed limit from 50km/h to 20km/h, ensuring at least 3.5m clear width is maintained the entire segment of the slope, installing waiting areas at the top and bottom of the hill at least 6.0m in width, installing a barrier along the outer edge of the road, installing a curb on the inside of the slope along the road, and developing an emergency plan to provide access to the area in the case of a geotechnical issue at a cost of \$40,000 to be funded by the Asset Emergency Reserve;
AND THAT commencing in 2020 the financial plan continue to set aside funds each year to fund a long term upgrade to Woodstock Road;
AND THAT staff be instructed to explore the use of a Local Area Service Bylaw to have benefitting property owners contribute funding to the project.

11. **Public Question Period**

12. **Recess to a Closed Meeting:**

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

- (a) personal information about an identifiable individual who holds or is being considered for a position as an officer, employee or agent of the municipality or another position appointed by the municipality;
- (b) personal information about an identifiable individual who is being considered for a municipal award or honour, or who has offered to provide a gift to the municipality on condition of anonymity;
- (g) litigation or potential litigation affecting the municipality;
- (i) the receipt of advice that is subject to solicitor-client privilege, including communications necessary for that purpose;
- (j) information that is prohibited, or information that if it were presented in a document would be prohibited, from disclosure under section 21 of the Freedom of Information and Protection of Privacy Act.

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

14. **Bylaws and Permits:**

- | | | | |
|------|---|-------|---|
| 14.1 | Official Community Plan Amendment Bylaw No. 2019-04 | 76 | 2 nd /3 rd /Adopt |
| | Development Variance Permit PL2018-8336 | 77-78 | Approve |
| | Re: 24 Front Street | | |
| 14.2 | Zoning Amendment Bylaw No. 2018-78 | 79-80 | Adopt |
| | Development Variance Permit PL208-8310 | 81-82 | Approve |
| | Re: 1473 Government Street | | |

15. **Land Matters:**

- Laven 15.1 Zoning Amendment Bylaw No. 2019-05 83-104
Official Community Plan Amendment Bylaw No. 2019-06
Re: 484 Eckhardt Avenue West
*Staff Recommendation: THAT "Zoning Amendment Bylaw No. 2019-05", a bylaw to rezone Lot 8 Block B District Lot 4 Group 7 Similkameen Division Yale (Formerly Yale Lytton) District Plan 930, located at 484 Eckhardt Avenue West from R2 (Small Lot Residential) to RD2 (Duplex Housing: Lane)," be given first reading and forwarded to the March 5, 2019 Public Hearing.
THAT prior to consideration of "OCP Amendment Bylaw No. 2019-06" 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. 2019-06," 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 March 5, 2019 Public Hearing.*
- Laven 15.2 Zoning Amendment Bylaw No. 2019-07 105-136
Development Variance Permit PL2018-8429
Development Permit PL2018-8430
Re: 253 Norton Street
*Staff Recommendation: THAT "Zoning Amendment Bylaw No. 2019-07", a bylaw to rezone Lot A District Lot 202 Similkameen Division Yale District Plan KAP83201, located at 253 Norton Street from RM4 (High Density Multiple Housing) to RM3 (Medium Density Multiple Housing), be given first reading and forwarded to the March 5, 2019 Public Hearing.
THAT delegations and submissions be heard at the March 5, 2019 Public Hearing for "Development Variance Permit PL2019-8429" for Lot A District Lot 202 Similkameen Division Yale District Plan KAP83201, located at 253 Norton Street, a permit that:*
- Increases the allowable architectural projection that constitutes less than 25% of the wall face to which it is attached to less than 35% of the wall face to which the projection is attached,*
 - Decreases the minimum interior side yards from 4.5m to 2.0m; and,*
 - Increases the maximum hard surfacing of a lot from 60% to 69%,*
- AND THAT Council consider "DVP PL2018-8429" following the adoption of "Zoning Amendment Bylaw No. 2019-07."
THAT Council, subject to adoption of "Zoning Amendment Bylaw No. 2019-07" approve "Development Permit PL2018-8430" for 253 Norton Street, a permit that allows for the construction of a 16 unit, townhouse development.*

16. **Notice of Motion**

17. **Business Arising**

18. **Council Round Table**

19. **Public Question Period**

20. **Adjournment**

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

Tuesday, February 5, 2019
at 1:00 p.m.

Present: Mayor Vassilaki
Councillor Bloomfield
Councillor Regehr
Councillor Robinson
Councillor Sentes
Councillor Watt

Absent: Councillor Kimberley

Staff: Laurie Darcus, Director of Corporate Services
Angie Collison, Corporate Officer
Jim Bauer, Chief Financial Officer
Anthony Haddad, Director of Development Services
Mitch Moroziuk, General Manager of Infrastructure (left the meeting at 3:56 p.m.)
Bregje Kozak, Director Recreation & Facilities (left the meeting at 3:56 p.m.)
Caitlyn Anderson, Deputy Corporate Officer

1. Call to Order

The Mayor called the Regular Council Meeting to order at 1:01 p.m.

2. Introduction of Late Items

3. Adoption of Agenda

35/2019

It was MOVED and SECONDED

THAT Council adopt the agenda for the Regular Council Meeting held on February 5, 2019 as presented.

CARRIED UNANIMOUSLY

4. Recess to Committee of the Whole

Council recessed to a Committee of the Whole Meeting at 1:01 p.m.

5. Reconvene the Regular Council Meeting

Council reconvened the Regular Council Meeting at 3:22 p.m.

6. Adoption of Minutes:

6.1 Minutes of the January 22, 2019 Regular Meeting of Council

36/2019

It was MOVED and SECONDED

THAT Council adopt the minutes of the January 22, 2019 Regular Meeting of Council as presented.

CARRIED UNANIMOUSLY

7. Consent Agenda

37/2019

It was MOVED and SECONDED

THAT Council approve the Consent Agenda.

CARRIED UNANIMOUSLY

8. Committee and Board Reports

9. Correspondence

10. Staff Reports:

10.1 Electric Utility Services Bylaw No. 2017-44

38/2019

It was MOVED and SECONDED

THAT Council rescind third reading and give third reading as amended to the "Electric Utility Services Bylaw No. 2017-44";
AND THAT Council direct staff to forward the "Electric Utility Services Bylaw No. 2017-44" to the Minister of Municipal Affairs and Housing for approval.

CARRIED UNANIMOUSLY

10.2 Reserve Policy

39/2019

It was MOVED and SECONDED

THAT Council adopt the Reserve Policy effective February 5, 2019;
THAT Council approve a transfer of \$4,000,000 of the existing funds in the Electric Surplus reserve into the Electric Capital reserve for 2019;
AND THAT Council approve a transfer of \$3,000,000 from the Gaming Reserve with \$2,000,000 transferred into the Equipment Replacement Reserve, and \$1,000,000 transferred into the Asset Emergency Reserve for 2019.

CARRIED UNANIMOUSLY

11. Public Question Period

12. Recess to Closed Meeting

40/2019

It was MOVED and SECONDED

THAT Council recess at 3:56 p.m. to a closed meeting of Council pursuant to the provisions of the *Community Charter* section 90 (1) as follows:
(c) labour relations or other employee relations;

- (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;
- (g) litigation or potential litigation affecting the municipality;
- (i) the receipt of advice that is subject to solicitor-client privilege, including communications necessary for the purpose.

CARRIED UNANIMOUSLY

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

Council reconvened the Regular Council Meeting at 6:21 p.m.

14. Bylaws and Permits

- 14.1 Zoning Amendment Bylaw No. 2019-02
Re: 1760 Carmi Avenue

41/2019

It was MOVED and SECONDED

THAT Council give second and third reading to "Zoning Amendment Bylaw No. 2019-02";
AND THAT Council adopt "Zoning Amendment Bylaw No. 2019-02".

CARRIED UNANIMOUSLY

- 14.2 Zoning Amendment Bylaw No. 2019-03
Re: 964 Dynes Avenue

42/2019

It was MOVED and SECONDED

THAT Council give second and third reading to "Zoning Amendment Bylaw No. 2019-03".

CARRIED UNANIMOUSLY

15. Land Matters

Mayor Vassilaki declared a conflict of interest as he lives in the neighbourhood and left the meeting at 6:34 p.m. Acting Mayor Watt chaired the meeting.

- 15.1 Temporary Use Permit PL2018-8413
Re: 3917 Lakeside Road

Delegations/Submissions:

- Nil.

43/2019

It was MOVED and SECONDED

THAT Council approve "Temporary Use Permit PL2018-8413", a permit to allow the use of 'outdoor storage' for Lot A, District Lot 190, Similkameen Division Yale District, Plan KAP 72460, located at 3917 Lakeside Road, for an eighteen-month period, ending August 5, 2020;
AND THAT staff are directed to issue the permit.

CARRIED UNANIMOUSLY

15.2 Development Variance Permit PL2018-8425
Re: 3919 Lakeside Road

Delegations/Submissions:

- Nil.

44/2019

It was MOVED and SECONDED

THAT Council approve "Development Variance Permit PL2018-8425" for Amended Lot 1 (DD 244320F), District Lot 190, Similkameen Division Yale District, Plan 4335, Except Plans KAP49938 and KAP72460, located at 3919 Lakeside Road, a permit to vary the following sections of Zoning Bylaw 2017-08:

- Section 8.2.3.3: to increase the maximum building height in the R1 zone, where no lane exists from 5.0m and one floor to 7.0m and two floors; and
- Section 8.2.3.5: to allow the siting of a carriage house in the R1 zone to be located closer to the front lot line than the principal dwelling.

AND THAT staff be directed to issue "DVP PL2018-8425".

CARRIED UNANIMOUSLY

Mayor Vassilaki returned to the meeting at 6:45 p.m.

15.3 Official Community Plan Amendment Bylaw No. 2019-04
Development Variance Permit PL2018-8336
Development Permit PL2018-8335
Re: 24 Front Street

45/2019

It was MOVED and SECONDED

THAT prior to consideration of "OCP Amendment Bylaw No. 2019-04" 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 "OCP Amendment Bylaw No. 2019-04", being a bylaw to amend "OCP Bylaw No. 2002-20" shown as Attachment 'O' of this report to allow a 5 storey building on 24 Front Street; be introduced, given first reading and be forwarded to the February 19, 2019 Public Hearing.

THAT delegations and submissions for "Development Variance Permit PL2018-8336" for That part of Lot 20A Shown on Plan B262 DL 202 SDYD Plan 1067 Except Plan KAP81855, for Lot 20A DL 202 SDYD Plan 1067 Except Plans B262 and KAP81855, and for Lot 20 Block 5 DL 202 SDYD Plan 269 Except Plan KAP81855, all of which are located at 24 Front Street, a permit to increase the maximum permitted height of a building on Front Street from 15.0m to 21.1m, be heard at the February 19, 2019 Public Hearing;

AND THAT Council consider "DVP PL2018-8336" following the adoption of "OCP Amendment Bylaw No. 2019-04."

THAT Council approve "Development Permit PL2018-8335" for 24 Front Street, a permit that allows for the construction of a mixed-use development, featuring ground floor retail and four (4) residential suites;

AND THAT approval of "Development Permit PL2018-8335" be conditional on issuance of "Development Variance Permit PL2018-8336" and consolidation of the subject properties. AND THAT staff be directed to issue "Development Permit PL2018-8335" following lot consolidation.

CARRIED UNANIMOUSLY

15.4 Cambie Court road alignment and design
Re: Cambie Court

46/2019

It was MOVED and SECONDED

THAT Council, with properly posted speed reductions to 30 km/h, authorize the minimum road curve centre line radius at Cambie Court to be reduced from 100 metres to 30 metres as allowed in the Transportation Association of Canada Guidelines.

CARRIED UNANIMOUSLY

15.5 Greyhound Property – 303, 307, 313, 317 & 319 Ellis Street
Building Demolition & Parking Lot Construction

47/2019

It was MOVED and SECONDED

THAT Council support the allocation of \$280,000 from the City's Capital Reserve for the demolition of the Greyhound building and construction of a parking lot at 303, 307, 313, 317 and 319 Ellis Street.

CARRIED UNANIMOUSLY

16. Notice of Motion

17. Business Arising

18. Council Round Table

19. Public Question Period

20. Adjournment

48/2019

It was MOVED and SECONDED

THAT Council adjourn the Regular Council meeting held on Tuesday, February 5, 2019 at 7:28 p.m.

CARRIED UNANIMOUSLY

Certified correct:

Confirmed:

Angie Collison
Corporate Officer

John Vassilaki
Mayor

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

Tuesday, February 5, 2019
Recessed from the Regular Council Meeting at 1:00 p.m.

Present: Mayor Vassilaki
Councillor Bloomfield
Councillor Regehr
Councillor Robinson
Councillor Sentes
Councillor Watt

Absent: Councillor Kimberley

Staff: Laurie Darcus, Director of Corporate Services
Angie Collison, Corporate Officer
Jim Bauer, Chief Financial Officer
Anthony Haddad, Director of Development Services
Mitch Moroziuk, General Manager of Infrastructure
Bregje Kozak, Director Recreation & Facilities
Caitlyn Anderson, Deputy Corporate Officer

1. **Call to order**

The Mayor called the Committee of the Whole meeting to order at 1:01 p.m.

2. **Adoption of Agenda**

It was MOVED and SECONDED

THAT the agenda for the Committee of the Whole meeting held on February 5, 2019 be adopted as presented.

CARRIED UNANIMOUSLY

3. **Delegations and Community Recognition**

3.1 Real Acts of Caring Proclamation February 10-16, 2019

Grade eight French Immersion students from Summerland Middle School provided Council with an overview of the caring acts they have planned for Penticton and Summerland. Mayor Vassilaki proclaimed February 10 – 16, 2019 as “Real Acts of Caring Week” in the City of Penticton.

3.2 Family Day Events

Kelsey Johnson, Recreation Business Supervisor presented Council with the upcoming activities scheduled for Monday, February 18, 2019 Family Day.

3.3 Emergency Support Services Grant Update and Recruitment

Chris Forster, Deputy Fire Chief and Alida Erickson, Emergency Support Services (ESS) Director provided Council with an update on the use of grant funds and the recruitment plans for more volunteers.

3.4 Regional District of Okanagan Similkameen Budget

John Kurvink, Chief Financial Officer for the Regional District of Okanagan Similkameen (RDOS) provided Council with the RDOS budget for 2019.

3.5 Transit 101

Chris Fudge, Senior Manager, BC Transit, provided Council with an overview of transit services, systems and future projects and priorities.

3.6 Update on Short Term Vacation Rental Program

Ken Kunka, Building and Permitting Manager provided Council with an update on short term vacation rental program in Penticton.

3.7 2018 Economic Development Year in Review

Jennifer Vincent, Economic Development Specialist, provided Council with the 2018 Economic Development Year in Review Report. Council also heard from local business owners: Kerri Haybittle-Raffel, Manager, Penticton Airport; Cameron Betts, President, Betts Electric; and Sharon O'Connor, Founder, Classical Penticton Pilates.

3.8 2019-2023 Five Year Financial Plan – Key Dates

Jim Bauer, Chief Financial Officer provided Council with the upcoming dates for the budget deliberations.

4. **Adjourn to Regular Meeting**

It was MOVED and SECONDED

THAT Council adjourn the Committee of the Whole meeting held February 5, 2019 at 3:22 p.m. and reconvene the Regular Meeting of Council.

CARRIED UNANIMOUSLY

Certified correct:

Confirmed:

Angie Collison
Corporate Officer

John Vassilaki
Mayor

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

Tuesday, February 5, 2019
at 6:00 p.m.

- Present:** Mayor Vassilaki
Councillor Bloomfield
Councillor Regehr
Councillor Robinson
Councillor Sentes
Councillor Watt
- Absent:** Councillor Kimberley
- Staff:** Laurie Darcus, Director of Corporate Services
Angie Collison, Corporate Officer
Anthony Haddad, Director of Development Services
Jim Bauer, Chief Financial Officer
Blake Laven, Planning Manager
Caitlyn Anderson, Deputy Corporate Officer

1. Call to order

Mayor Vassilaki called the public hearing to order at 6:03 p.m. for Zoning Amendment Bylaws No. 2019-02 and No. 2019-03. He explained that the public hearing was being held to afford all persons who considered themselves affected by the proposed bylaw an opportunity to be heard before Council.

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

2. "Zoning Amendment Bylaw No. 2019-02" (1760 Carmi Avenue)

The purpose of "Zoning Amendment Bylaw No. 2019-02" is to amend Zoning Bylaw No. 2017-08 as follows:

Rezone "Proposed Strata Lot 1" of the subdivision of Lot 2, District Lots 2710 and 3821S, Similkameen Division Yale District, Plan 26850, located at 1760

Carmi Avenue, from RC (Country Residential Housing) to RM1 (Bareland Strata Housing).

Delete and replace Section 10.7.3 SITE SPECIFIC PROVISIONS with the following:

.1 In the case of Lot 2, District Lots 2710 and 3821S, Similkameen Division Yale District, Plan 26850, townhouses are not permitted.

The applicant is proposing to create a six lot bareland strata.

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

DELEGATIONS

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

- Mike Stokes, Holden Road, received notice on February 28, 2019 with barely one week to research, process is lacking for opportunity to research and respond, proposal went ahead last year and developer seeking to develop more lots, issues with water in the last couple of years with snow and water saturation, twelve neighbours have signed a petition opposed, want hydrologist report.

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

- Roger Hoad, Holden Road, asked if there are six bareland strata lots, concerned about the access onto Carmi Avenue and wildlife.

Mayor Vassilaki 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. 2019-02" was terminated at 6:18 p.m. and no new information can be received on this matter.

3. "Zoning Amendment Bylaw No. 2019-03" (964 Dynes Avenue)

The purpose of "Zoning Amendment Bylaw No. 2019-03" is to amend Zoning Bylaw No. 2017-08 as follows:

Rezone Lots 43, 44, 45 and 46 of District Lot 3 Group 7 Similkameen Division Yale (Formerly Yale-Lytton) District Plan 929, located at 964, 970, 976 and 982 Dynes Avenue, from R2 (Small Lot Residential) to RM3 (Medium Density Multiple Housing).

The applicant is proposing to construct a 12-unit townhouse development.

The Corporate Officer advised that no letters have been received since the printing of the agenda.

DELEGATIONS

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

- No one spoke.

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

- No one spoke.

Mayor Vassilaki 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. 2019-03" was terminated at 6:21 p.m. and no new information can be received on this matter.

Certified correct:

Confirmed:

Angie Collison
Corporate Officer

John Vassilaki
Mayor

Penticton Creek and Ellis Creek Restoration Committee Meeting

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

Wednesday, December 19, 2018
at 9:00 a.m.

- Present:** Paul Askey, Freshwater Fisheries Society of BC
Bryn White, South Okanagan Similkameen Conservation Program Representative
Bruce McFarlane, Regional Water Engineer, Ministry of Forests, Lands and Natural Resource Operations Representative
Doug Maxwell, Member at Large
Bill Wickett, Penticton Fly Fishers Association
Zoe Eyjolfson, Okanagan Nation Alliance
Jim Arner, Ministry of Forests, Lands and Natural Resource Operations – Fish & Wildlife Representative
Kim Blagborne, Penticton Industrial Development Association
- Staff:** Ian Chapman, City Engineer
Jo Benson, Corporate Secretary, Committee Clerk
- Guest Staff:** Anthony Haddad, Director Development Services
Laurie Darcus, Director Corporate Services
- Guests:** Shawn Kilpatrick and Joe Kennedy, Stantec Consulting
1 member at large, Penticton Indian Band
David Cassidy, Valley Environmental
4 members at large, Penticton Industrial District Association
Meghan Fisher, 4 Seasons Heritage Consulting

1. **Call to Order**

The Penticton Creek and Ellis Creek Restoration Committee was called to order by the Chair at 9:02 a.m.

2. **Adoption of Agenda**

It was MOVED and SECONDED

THAT the Penticton Creek and Ellis Creek Restoration Committee adopt the agenda for the meeting held on December 19, 2018.

CARRIED UNANIMOUSLY

3. **Adoption of Minutes**

It was MOVED and SECONDED

THAT the Penticton Creek and Ellis Creek Restoration Committee adopt the minutes of the November 21, 2018 meeting as circulated.

CARRIED UNANIMOUSLY

4. **Business Arising from Prior Meetings**

4.1 Draft Penticton Creek funding strategy elements

The City Engineer shared with the committee the elements of draft document to enable donations to fund future creek projects. The committee has been asked to review the document to provide input, ideas, suggestions on how to get the word out and brainstorm methods to solicit donors. A few suggestions from the committee were:

- Include the names of significant donors in the brochure rather than just on sculptures and plaques.
- Focus on the uniqueness of the project
- Install a thermometer type indicator of the fundraising goal and show fundraising progress.
- Target individual project amounts rather than the whole \$30M.
- Consider hiring the services of a professional fundraising person to assist in setting up the program.
- Apply funds raised from any land sales along Ellis Creek towards the restoration costs.

Bring forward your comments to the next meeting. (Draft report attached)

5. **New Business**

5.1 **Update – Industrial lands adjacent to Penticton Creek**

The Director of Development Services spoke to the committee about development considerations the City is working on with respect to Okanagan Avenue properties adjacent to Penticton Creek. An outline of the Okanagan Avenue Lands and the historical use agreement with landowners in the area to occupy municipal land was addressed. Temporary Use Permits (TUP) approved by Council in 2016 allow existing industrial uses to continue on the lands for a period of 3 years. TUP is for specific uses of the property between the 11 meter buffer and the north property boundary. Extension for additional three years is subject to Council approval and will need to align with Licence to Use. A qualified Environmental Professional has completed an assessment of the Ellis Creek environment, and has recommended an 11 meter buffer zone (a reduction from standard, to accommodate property owners) / setback from the High Water Mark of Ellis Creek. A variety of options to retain use of City lands is being considered for the future. Landowners representing the Okanagan Avenue businesses were in attendance and spoke to the historical use of these lands. They outlined the economic impact that the businesses have to the community and the potential negative impact of moving all

equipment/storage off of the city land. They also recognized the importance of the Ellis Creek lands and will be getting the landowner group together in January to discuss the licence agreements and Temporary Use Permits.

The Director of Development Services stated that the Cantex Lands are subject to future application and review.

Restoration and revegetation of the buffer areas is a concern and there will need to be some kind of clear delineation, physical barriers and landscape buffers to protect the sensitive areas. The City to commence soil sampling and environmental testing to determine the existence of or extend of soil contamination, if any. The City will then determine if it is in the community's interest to pursue a longer term solution of zoning amendments, subdivision and or site remediation, if required. They continue to work with land owners to come up with a solution that is in best interest to all involved. What is the future of the creek remains the biggest unknown?

Guests left meeting at 9:49 a.m.

5.2 **Follow up - Ellis Creek Master Plan Item 2.5 design floods and fish flows**

Shawn Kilpatrick from Stantec reviewed the Ellis Creek Plan Q/A log with the committee from the November 21, 2018 meeting. Recommended design flows discussed.

5.3 **Follow up - Ellis Creek Master Plan Item 2.7 fisheries habitat assessment work and methodology**

Joe Kennedy from Stantec reviewed the fish habitat Q/A from the November 19, 2018 meeting and presented a summary of findings.

Note: Refer to link sent to committee for full PowerPoint presentation of 5.2 & 5.3 Q/A log.

5.4 **Culture and Heritage Inventory Mapping – CHIM findings**

Archeological observations and types of cultural heritage values identified through the project were shared with committee by Meghan Fisher, Archeologist from 4 Seasons Heritage Consulting. Cultural Heritage Inventory Mapping of Ellis Creek (CHIM), avoidance and Archeological Impact Assessment (AIA) discussed and the importance of mapped history and arch sites and heritage values articulated. The Archeologist has requested the CHIM be integrated in the Ellis Creek Master Plan and spoke about implications of the Heritage Conservation Act.

Laurie Darcus and Anthony Haddad left the meeting at 11:00 a.m.

6. **Council Outcome**

Council received the minutes of the November 21, 2018 at their meeting held on December 18, 2018.

7. **Next Meeting**

The next meeting is scheduled for January 23 at 9:00 a.m.

8. **Adjournment**

It was MOVED and SECONDED

THAT the Penticton Creek Restoration Committee adjourn the meeting held on Wednesday November 21, 2018 at 11:20 a.m.

CARRIED UNANIMOUSLY

Certified Correct:

Jo Benson
Committee Clerk

Council Report

penticton.ca

Date: February 19, 2019 **File No:**
To: Peter Weeber, Chief Administrative Officer
From: Chris Forster, Deputy Fire Chief / Emergency Programming Coordinator
Subject: Flood Mitigation Plan Grant

Staff Recommendation

THAT Council support the application for grant funding from the UBCM for a Flood Mitigation Plan for the City of Penticton area.

Background

In 2017, high water levels in Okanagan Lake triggered flood mitigation plans. City officials worked with Emergency Management BC and the Okanagan-Similkameen Regional District to mitigate risk in several affected areas. The 2017 event was brought about by an above-average snow pack followed by warm spring temperatures that caused a rapid melt. Climate change projections indicate that the magnitude and frequency of extreme weather events will continue to increase. It is therefore better to protect people and property on a proactive basis, beginning with a comprehensive risk assessment of flood related hazards. This will provide critical information for emergency planning and resource allocation.

Financial implication

The UBCM grant program will contribute a maximum of 100% of the cash cost of eligible program activities.

- UBCM Grant Contribution \$59,000.00
- City of Penticton Contribution \$ 8,850.00 (Staff time in-kind)

Eligible Activities & Expenditures

Eligible costs are direct costs that are approved by the CEPF Evaluation Committee, properly and reasonably incurred, and paid by the applicant to carry out eligible activities. Eligible costs can only be incurred from the date of application submission until the final report is submitted.

Eligible activities must be cost-effective and may include:

- Completion of a Flood Mitigation Plan, including:
 - Hazard mapping and forecasting
 - Planning and feasibility activities for structural mitigation investments

- Engaging the community, First Nations, and other local stakeholders to reflect on identified risks to make more effective planning decisions
- Gathering information to develop floodplain bylaws as identified in the Provincial Flood Hazard Area Land Use Management Guidelines
- Preparation of maps, spatial data, and metadata (must meet Section 3.4 of Flood Mapping in BC: APEGBC Professional Practice Guidelines V 1.0 and/or Specifications for LiDAR for the Province of British Columbia)
- Hydrometric and/or geotechnical data collection and analysis
- Presentation of the Flood Risk Assessment, Flood Map and/or Flood Mitigation Plan to Council, Board or Band Council, community organizations, etc.
- Amendments to relevant local government or Treaty First Nation plans, bylaws and policies that are specific to the Flood Risk Assessment, Flood Map and/or Flood Mitigation Plan (e.g. land use, engineering and public works bylaws and policies)

The following expenditures are also eligible provided they relate directly to the eligible activities identified above:

- Consultant costs
- Applicant staff and administration costs
- Public information costs

A completed submission was submitted on February 8, 2019 pending the approval of the Council Resolution.


Alternate recommendations

Should Council determine that additional information is required, it may refer requests back to Staff for additional research.

Respectfully submitted,

Chris Forster
Deputy Fire Chief / Emergency Programming Coordinator

Concurrence

Fire Chief 	Acting Chief Administrative Officer LD
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Council Report



Date: February 19, 2019
To: Peter Weeber, Chief Administrative Officer
From: Shawn Filice, Electric Utility Manager

File No:

Subject: Front Counter BC – Application for Amendment to Telus Easement Area on Crown Land

Staff Recommendation

THAT Council endorse the “Application for Amendment to Telus Easement Area on Crown Land”;

AND THAT Council direct staff to forward the “Application for Amendment to Telus Easement Area on Crown Land” to Front Counter BC for approval.

Background

Both the City of Penticton and Telus have easements on Campbell Mountain for their respective service offerings. (See Attachment A)

As part of the Electric Utility’s Voltage Conversion project, the supply to Telus infrastructure located on the top of Campbell Mountain requires an alternate supply route requiring an amendment to the existing easements on Crown Land.

Front Counter BC requires a resolution of council endorsing the application as part of the package.

Alternate recommendations

1. THAT Council not endorse the “Application for Amendment to Telus Easement Area on Crown Land”

Attachments


Attachment A – Maps and photos of the Amendment Area

Respectfully submitted,

Shawn Filice, MBA, P. Eng.

Manager, Electric Utility

Approvals

<p>General Manager of Infrastructure</p> 	<p>Acting Chief Administrative Officer</p> <p>LD</p>
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Attacment A – Maps and photos of the Amendment Area

Figure 1: Campbell Mountain



Figure 2: Proposed New Easement

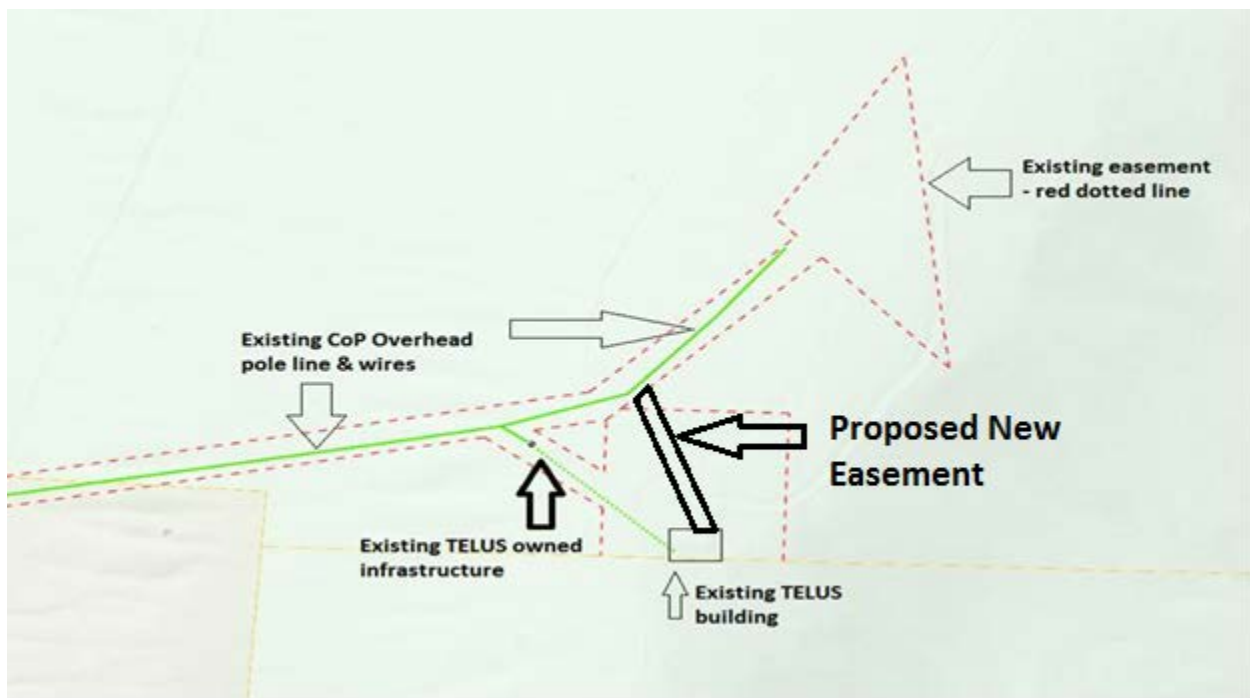


Figure 3: Photograph of the existing pole line



Council Report



Date: February 19, 2019
To: Peter Weeber, Chief Administrative Officer
From: Shawn Filice, Manager, Electric Utility

File No:

Subject: Fees and Charges Amendment Bylaw No. 2018-09

Staff Recommendation

THAT Council rescind third reading and give third reading as amended to “Fees and Charges Amendment Bylaw No. 2018-09”.

Background

In February 2018, Council gave three readings to “Fees and Charges Amendment Bylaw No. 2018-09” a bylaw that deletes and replaces Appendix 7 – Electric to align with the changes proposed in “Electric Utility Services Bylaw No. 2017-44”.

On September 4, 2018, Council adopted “Fees and Charges Amendment Bylaw No. 2018-59”. This amendment added 2019 fees to Appendix 7 - Electric.

On February 5, 2019, “Electric Utility Services Bylaw No. 2017-44” received three readings and will be back for adoption once it has received approval from the Minister of Municipal Affairs and Housing.

To align the new Electric Utility Services bylaw with the Fees and Charges Bylaw, staff are requesting Council rescind third and give third reading as amended to the “Fees and Charges Amendment Bylaw No. 2018-09” to add 2019 fees to Appendix 7 - Electric.


The changes are identified in yellow.

Attachments

Attachment A – Fees and Charges Amendment Bylaw No. 2018-09

Respectfully submitted,

Shawn Filice
 Manager, Electric Utility

<p>General Manager of Infrastructure</p> 	<p>Acting Chief Administrative Officer</p> <p>LD</p>
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Appendix 7

ELECTRIC	2018	2019
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Utility Administration Rates

Utility credit references (current or recent account)	\$16.50	\$17.00
Archived account	\$29.00	\$30.00
Utility account history	\$16.50	\$17.00
Interest rate on delinquent utility accounts	10% per annum	10% per annum
Special electric meter reading	\$36.25	\$41.50
Special electric meter inspection fee	\$36.25	\$41.50

AMR OPT OUT

AMR Opt Out manual electric meter reading for an individual meter	\$19.25	\$27.50
AMR Opt Out manual combined electric and water meter reading for an individual for an individual meter read	\$20.25	\$28.50
AMR Opt Out manual electric meter reading for a meter bank installation	\$19.25 for the first meter and \$1.00 per read for each additional meter in the meter bank per meter read. The total cost for the electric meter bank read is to be equally split between all customers serviced by the bank meter	\$27.50 for the first meter and \$1.00 per read for each additional meter in the meter bank per meter read. The total cost for the electric meter bank read is to be equally split between all customers serviced by the bank meter
AMR Opt Out combined electric and water meter reading for a combined electric and water meter bank installation	\$20.25 for the first meter and \$1.00 per read for each additional meter in the meter bank per meter read. The total cost for the combined electric and water meter bank read is to be equally split between all customers served by the meter bank.	\$29.50 for the first meter and \$1.00 per read for each additional meter in the meter bank per meter read. The total cost for the combined electric and water meter bank read is to be equally split between all customers served by the meter bank.
AMR Opt Out electric meter use of a digital non radio frequency electric meter	\$153.00	\$153.00
Utility application fee – next day service	\$42.25	\$47.50
Utility application fee – same day service (accounts with combined electric and water)	\$94.50	\$105.00
Utility application fee (electric only) same day service (accounts that only have electric services)	\$54.25	\$59.50
Non-Payment: Electric disconnect and re-connect(during City Hall hours only)	\$72.50	\$83.00

Appendix 7

ELECTRIC	2018	2019
Non-Payment: Site visit without a disconnect (during City Hall hours only)	\$36.25	\$41.50
Electrical disconnect or re-connect or site visit (cost per visit after hours with call-out)	\$423.50	\$430.25
Electrical disconnect or reconnect or site visit (cost per visit during City Hall hours)	\$36.25	\$41.50
Electrical disconnect or reconnect or site visit (cost per visit after hours without call-out)	\$72.50	\$83.00
Illegal reconnection administration charge	\$275.00	\$280.00
Utility fee - Leave on Authorized	\$12.00	\$12.25
Electrical Disconnect and reconnect from pole	\$355.00	\$358.00
Special Administration charge per service	\$27.50	\$28.00

Electric Rates

Rate Code 10 - Residential

Basic Charge	\$18.72 per billing plus	\$18.72 per billing plus
Energy Charge	\$0.1284 per kwh for all consumption during the billing period	\$0.1284 per kwh for all consumption during the billing period

Rate Code 15 – Residential/Special Service

Basic Charge	\$18.72 per billing plus	\$18.72 per billing plus
Energy Charge	\$0.1474 per kwh for all consumption during the billing period	\$0.1474 per kwh for all consumption during the billing period

Rate Code 20 - General - Secondary metered and City owned Transformation

Basic Charge	\$18.72 per billing plus	\$18.72 per billing plus
Energy Charge: First 10,000 kwh per billing	\$0.1429 per kwh	\$0.1429 per kwh
Next 90,000 kwh per billing	\$0.1126 per kwh	\$0.1126 per kwh
Additional kwh per billing	\$0.0789 per kwh	\$0.0789 per kwh

Appendix 7

ELECTRIC	2018	2019
Demand Charge	\$10.09 per KVA of billing demand which is the greater of a) the maximum KVA demand in excess of 45 KVA for the current billing or b) 75% of the maximum KVA demand in excess of 45 KVA recorded during the previous eleven months	\$10.09 per KVA of billing demand which is the greater of a) the maximum KVA demand in excess of 45 KVA for the current billing or b) 75% of the maximum kVA billable demand in excess of 45kVA recorded during the previous 364 days to the current billable demand read

Rate Code - 25, 30 and 35

Are subject to the same base rates for consumption and demand as set out in Rate Code 20 with the following discounts:

Primary Metering	1.5% discount on consumption and demand charges. Customer-owned transformation - 9.0% discount on demand charges only	1.5% discount on consumption and demand charges. Customer-owned transformation - 9.0% discount on demand charges only
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Rate Code 25 - General - Primary metered and City owned Transformation

Basic Charge	\$18.72 per billing plus	\$18.72 per billing plus
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Energy Charge

First 10,000 kwh per billing	\$0.1408 per kwh	\$0.1408 per kwh
Next 90,000 kwh per billing	\$0.1109 per kwh	\$0.1109 per kwh
Additional kwh per billing	\$0.0777 per kwh	\$0.0777 per kwh

Demand Charge	\$9.93 per KVA of billing demand which is the greater of a) the maximum KVA demand in excess of 45 KVA for the current billing; or b) 75% of the maximum KVA demand in excess of 45 KVA recorded during the previous eleven months	\$9.93 per KVA of billing demand which is the greater of a) the maximum KVA demand in excess of 45 KVA for the current billing; or b) 75% of the maximum kVA billable demand in excess of 45kVA recorded during the previous 364 days to the current billable demand read
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Rate Code 30 - General - Secondary metered and customer owned Transformation

Basic Charge	\$18.72 per billing plus	\$18.72 per billing plus
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Appendix 7

ELECTRIC	2018	2019
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Energy Charge

First 10,000 kwh per billing	\$0.1429 per kwh	\$0.1429 per kwh
Next 90,000 kwh per billing	\$0.1126 per kwh	\$0.1126 per kwh
Additional kwh per billing	\$0.0789 per kwh	\$0.0789 per kwh
Demand Charge	\$9.18 per KVA of billing demand which is the greater of a) the maximum KVA demand in excess of 45 KVA for the current billing; or b) 75% of the maximum KVA demand in excess of 45 KVA recorded during the previous eleven months	\$9.18 per KVA of billing demand which is the greater of a) the maximum KVA demand in excess of 45 KVA for the current billing; or b) 75% of the maximum KVA demand in excess of 45 KVA recorded during the previous 364 days to the current billable demand read

Rate Code 35 - General - Primary metered and customer owned Transformation

Basic Charge	\$18.72 per billing plus	\$18.72 per billing plus
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Energy Charge

First 10,000 kwh per billing	\$0.1408 per kwh	\$0.1408 per kwh
Next 90,000 kwh per billing	\$0.1109 per kwh	\$0.1109 per kwh
Additional kwh per billing	\$0.0777 per kwh	\$0.0777 per kwh
Demand Charge	\$9.04 per KVA of billing demand which is the greater of a) the maximum KVA demand in excess of 45 KVA for the current billing; or b) 75% of the maximum KVA demand in excess of 45 KVA recorded during the previous eleven months	\$9.04 per KVA of billing demand which is the greater of a) the maximum KVA demand in excess of 45 KVA for the current billing; or b) 75% of the maximum KVA demand in excess of 45 KVA recorded during the previous 364 days to the current billable demand read

Rate Code 45 - General - City Accounts

Energy Charge	\$0.0953 per kwh for all consumption	\$0.0953 per kwh for all consumption
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Rate Code 55 - Street Lighting, Traffic Lights & Other Un-metered Loads

Per fixture watt or volt ampere per billing subject to Electric Utility Services Bylaw No. 2017-44 Section 3.b of Bylaw 2000-36 (Electrical Regulations)	\$0.1071 per fixture watt or volt ampere per billing	\$0.1071 per fixture watt or volt ampere per billing
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Appendix 7

ELECTRIC	2018	2019
Per watt or volt ampere per billing based on equipment name plate data or customer information, or where data is insufficient, the City will determine by appropriate measurement and calculation what equipment watt or volt ampere loading shall be used for billing purposes.	\$0.2024 per watt	\$0.2024 per watt
Monthly minimum charge per fixture or service connection	\$18.14 per billing plus	\$18.72 per billing plus

Net Metering (aka Mirco-DR)

Energy Credit—The City will apply a credit for the purchase of power from all City customers generating and transmitting power into the City electrical grid at the appropriate rate code that the City charges for power for the class of the said customer. Furthermore no additional City Fees related to electrical will be applied for participating in the Net Metering program. Customers will be responsible for all on-site costs of their Distribution Generation system including, but not limited to, design, permits, installation, repairs and maintenance.

When paying Net Metered Customers for any excess Energy generated by the Customer, the Penticton Electric Utility shall use the applicable Energy rate as specified in the FortisBC Electric Tariff Schedule 40 as amended from time to time. Customers will be responsible for all costs of their Distribution Generation System including, but not limited to, design, permits, installation, inspection fees, connection fees, repairs and maintenance.

Electrical Service Calls

Service Call – 1 stop (1 hr. max)	\$214.00	\$217.25
Service Call – 2 stops (1.5 hr. max)	\$321.00	\$326.00

Electrical Service Connections

Temporary Service Connection

1 Phase up to 200 amps	\$214.00	\$217.25
all except 1 phase up to 200 amps	Actual Cost	Actual Cost

Service Relocate

1 phase up to 200 amps	\$347.00	\$347.00
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Service Upgrade

1 phase over 200 amps	Actual Cost	Actual Cost
3 phase overhead and underground (all)	Actual Cost	Actual Cost

Service Connection

1 phase per unit (200 amps max -includes 1 meter) overhead and underground	\$390.00	\$393.25
Additional meters	Actual Cost	Actual Cost
1 phase overhead and underground over 200 amps	Actual Cost	Actual Cost
3 phase overhead and underground (all)	Actual Cost	Actual Cost
1 phase underground over 200 amps	Actual Cost	Actual Cost
3 phase underground (all)	Actual Cost	Actual Cost

Appendix 7

ELECTRIC	2018	2019
Electrical Utility Ext. Agreement	Actual Cost	Actual Cost
Primary Underground Cable	Actual Cost	Actual Cost
Terminate and Energize underground - Per lot	Actual Cost	Actual Cost
Installation of electrical poles, vaults, road-crossings, etc	Actual Cost	Actual Cost
Electrical Call Out Rate	\$423.50	\$430.25

Electrical Pole Contacts

Telus	As per Contract	As per Contract
Telus per Power Point Contact + Energy as per rate code 55 at appropriate rate code	As per Contract	As per Contract
Shaw Cable	As per Contract	As per Contract
Shaw Cable per Power Point Contact + Energy as per rate code 55 at appropriate rate code	As per Contract	As per Contract
Shaw WiFi	As per Contract	As per Contract
Recoverable Sign Installations	Actual Cost	Actual Cost

City Electrical Infrastructure²:

Due to the nature and timing of the various process's involved with the installation of electrical infrastructure a request for refund will be entertained at any time and will require evaluation as to the customer's and/or the Electric Utility's involvement, investment to date and further investment required to complete the works to a stage where they are deemed, by the Operations Manager of the Electrical Utility, to be safe for the public and the customer and have no negative effect on the electrical systems integrity or configuration. Calculation or determination of refund amounts will be completed by the General Manager of the Electrical Utility.

Power Factor Surcharge:

a) Every Customer must regulate their load to maintain a Power Factor of not less than ninety (90%) percent.

b) If customers have equipment or install equipment that results in poor power factor (less than 90%) a power factor surcharge may be applied and it is the Customer's responsibility to install equipment to correct or improve power factor.

c) The surcharge shall be added to the Customer's bill after the rates or minimum charges have been calculated and the surcharge will remain in effect until the Penticton Electric Utility is satisfied that the Power Factor has been corrected.

d) Electrical Service shall not be provided to any customer whose Load Power Factor is less than fifty (50%) percent.

Power Factor	Surcharge
Between 90% and 100%	Nil
Between 88% and 90%	2%
Between 85% and 88%	4%
Between 80% and 85%	9%
Between 75% and 80%	16%
Between 70% and 75%	24%
Between 65% and 70%	34%
Between 60% and 65%	44%
Between 55% and 60%	57%

Appendix 7

ELECTRIC	2018	2019
	Between 50% and 55%	72%
	Less than 50%	90% and electrical service may be disconnected

Notes:

#1. Any applicable Federal or Provincial taxes are in addition to the above charges. A discount forfeit equal to 10% of the "current charges" (excluding Goods and Services Tax) will result if full payment of current charges is not received. a) on "residential ~~and residential/special services~~" (rate codes 10 and 45), on or before the expiration of fifteen (15) days after the date of the mailing of the invoices therefore. b) on all other services not included in the definition of "residential ~~or residential/special services~~" on or before the expiration of twenty-two (22) days after the date of the mailing of the invoices therefore, provided that when the said day falls on Saturday, Sunday, or holiday, the discount shall apply if payment is received on the next succeeding day which is not a holiday. In the event of a partial payment of the current charges on or before the discount date, a proportionate discount shall be allowed.

#2. Basic charges will be applicable to accounts that are disconnected from electric for seasonal or temporary purposes when the electric is being turned off at the account holders request but the account holder(s) is not altering.

#3. City Electrical Infrastructure is defined as: Any items related to the City of Penticton Electrical Utility distribution system including but not limited to primary duct and secondary duct, street lighting, power cables, transformers and associated appurtenances.

#4. All customers are eligible to access the "Electrical Service Payment Plan" for the installation of City Electrical Infrastructure **and/or customer owned Micro-DR equipment** that supplies power to their properties. The details of this program are summarized as follows:

- Payment Plan range: A customer can put a minimum amount of ~~\$5,000~~ **\$2,000** up to a maximum amount of \$50,000 on a Payment Plan;

- Payment Plan terms: 5 year payback in equal monthly amounts on the Electric Utility Bill plus interest calculated at the Prime Interest Rate +0.5%; and

- The customer has the ability to end the Payment Plan at any time by repaying the balance owing in full at any time without penalty.

Eligibility requirements:

- Must be for a new or an upgrade to an Electrical Service;
- Must be a City of Penticton Electric Utility customer;
- Must have a credit score of: 650 or greater for an individual, or less than 25 for a business;
- Must have a maximum of 19 City of Penticton Utility Credit Points;
- The customer must own both the land and building where the service is required; and

- If Micro-DR, receipts must be submitted from the contractor performing the work; and

-Protection: Any defaults on the Payment Plan will be subject to the normal City of Penticton utility collection procedures, including service disconnect and ultimately transfer of outstanding amount to taxes. Any outstanding payment plan amounts must be paid in full upon sale of the property.

Council Report

penticton.ca

Date: February 19, 2019 File No:
To: Peter Weeber, Chief Administrative Officer
From: Len Robson, Public Works Manager
Subject: **Contract Award – Supply of Transit Stop Benches and Shelters and Associated Advertising Opportunities 2019-2034**

Staff Recommendation

THAT Council authorize staff to enter into an agreement with Pattison Outdoor Advertising LP based on their proposal for the provision the Supply of Transit Stop Benches and Shelters and Associated Advertising Opportunities for a fifteen (15) year period commencing March 1, 2019;

AND THAT the Mayor and Corporate Officer be authorized to execute the agreement on behalf of the City of Penticton.

Strategic priority objective

The award of a 15 year contract for transit advertising and infrastructure supply, installation, and maintenance supports the following Council Priorities:

- Good Governance – Services that support quality of life, protect our health, enhance public safety, promote economic and social well-being of our community;
- Community Building – Establish a long term active transportation strategy;
- Fiscal Sustainability – Ensure City services are delivered in an economical and sustainable way.

Background

The provision of transit services to our community requires the installation and maintenance of infrastructure such as transit shelters, benches and transit stops. Currently the transit infrastructure consists of:

- 265 Transit Stops
 - 51 Advertising Style Benches (Ad-benches)
 - 11 Advertising Style Shelters (Ad-shelters)
 - 20 Non-Advertising Shelters (Non Ad-shelters)
 - 88 Non-Advertising Benches (Non Ad-benches)
 - 126 Stops without benches or shelters

The existing ad-benches are 11 years old and are showing their age, the ad-shelters are on average over 15 years old and are in need of replacement.

There is currently no contract in place for provision of transit stop advertising, nor for replacement of infrastructure. Presently, a local company cleans benches and shelters on a month to month basis, and the City is responsible for larger maintenance including glass replacement. Given the lack of a coherent strategy for transit stop infrastructure and advertising, the City issued a Request for Proposals (RFP) for provision of such goods and services, and suggested a 10 year contract of two five-year terms.

The RFP required proponents to replace all existing 51 ad benches and promoted value added arrangements such as the replacement of the 11 ad shelters, washing, maintenance, repairs of said infrastructure, and offered wide latitude for bidders to include their own innovative ideas. The RFP closed on December 7, 2018.

The following three service providers submitted proposals for the work:

- Pattison Outdoor Advertising LP
- Creative Outdoor Advertising
- Lucid Management Group

The proposals were evaluated on the following criteria:

- Offer and Compensation (50%)
- Methodology and Team (20%)
- Experience (20%)
- Subcontractors (10%)

The scores of the evaluation are used to determine the overall best value for the City of Penticton.

Financial implication

The RFP submitted by Pattison Outdoor Advertising LP (Pattison) offers the greatest value to the City, and in fact, will cost the city nothing at all. They offered to replace more infrastructure than requested, will take care of all maintenance and will administer the advertising sales. Pattison estimates the value of the infrastructure and services to be provided over the 15 year contract to be:

- New infrastructure: \$825,000
- Cleaning and maintenance: \$750,000
- Estimated cumulative revenue \$318,750 in years 11 through 15 (\$150,000 minimum guaranteed)

Total benefit to the City is estimated to be nearly \$1.9 million.

City staff time and expenses for contract administration, quality control for bench and shelter inspections, and electricity for all advertising shelters will be paid inside existing budgets.

Analysis

All proposals were analyzed by three staff members in accordance with the predetermined criteria as specified in the Request for Proposals. The summarized results are shown in Table 1 below.

Pattison Outdoor Advertising LP	Creative Outdoor Advertising	Lucid Management Group
93.3	80	23.3

Table 1: Proposal Scores (out of 100)

When weighed against the predetermined criteria, and as shown in the scores above, review team members unanimously agreed that Pattison proposal provided the best overall value to the City.

In year one of the contract, Pattison offered to replace all 51 ad benches and install 15 new ad shelters. In years 2 and 3, they proposed a further 10 new ad shelters, and in year 11, 25 new shelters (ad and non-ad) were proposed.

Compared to the other two proponents, Pattison’s proposal stood out with numerous value added items, and with their commitment to improving the transit stop infrastructure far beyond the minimum requirements set out by the RFP. Pattison has a proven history of delivering strong advertising revenue through transit stop advertising throughout the country.

Attachment A – Agreement for the Supply of Transit Stop Benches and Shelters and Associated Advertising Opportunities is 95% complete with a few minor details yet to be agreed to. The outstanding details are in Schedule A of the Agreement clause 17, 18, 19, 25, 26 and 27. The clauses are focused on removals and replacements and will not affect the overall intent of the agreement.

Alternate recommendations

That Council direct staff in an alternate manner.

Attachments


Attachment A – Agreement for the Supply of Transit Stop Benches and Shelters and Associated Advertising Opportunities.

Respectfully submitted,



Len Robson, ASCT
Public Works Manager

Concurrence

General Manager of Infrastructure	Acting Chief Administrative Officer
	LD

CONTRACT FOR THE SUPPLY AND MAINTENANCE OF TRANSIT STOP ADVERTISEMENT BENCHES AND SHELTERS

THIS AGREEMENT made as of the 1st day of March, 2019 (the "Effective Date")

BETWEEN:

City of Penticton,
171 Main Street
Penticton BC
V2A 5A9
(the "City")

AND:

Pattison Outdoor Advertising LP
#200 - 4180 Lougheed Hwy
Burnaby BC
V5C 6A7
(the "Contractor")

WHEREAS:

- A. The City requires the provision of Supply of Transit Stop Benches and Shelters and Associated Advertising Opportunities (the "Services"), as described herein and wishes to engage the Contractor to perform the said Services.
- B. The Contractor has agreed to perform the said Services in accordance with the terms and conditions of this Agreement.

NOW THEREFORE, in consideration for the mutual covenants and promises made by the parties and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. DEFINITIONS AND INTERPRETATION:

- 1.1 **Definitions.** In this Agreement, the following words and terms, unless the context otherwise requires, will have the meanings set out below:
- a. "Agreement" means this Agreement for the provision of the Services, inclusive of all schedules, appendices or exhibits attached hereto, as may be amended from time to time;
 - b. "Applicable Laws" means all statutes, regulations, bylaws, codes, rules, notices, orders, directives, standards and requirements of every competent federal, provincial, regional, municipal and other statutory authority applicable to the Contractor, any Subcontractor and the Services, all as may be in force from time to time;
 - c. "Business Day" means a day other than a Saturday, Sunday or statutory holiday observed in British Columbia;
 - d. "City's Revenue Share" means the monetary payments to be made by the Contractor to the City in accordance with Schedule C;

- e. "Consumables" means any consumables or goods which are provided as part of the performance of the Services;
- f. "Contract Documents" means this Agreement, the Proposal, the RFP and such other documents as listed in this Agreement, including all amendments or addenda agreed to between the parties;
- g. "Contractor's Personnel" means the Contractor's staff who are assigned to this Agreement to undertake the Services;
- h. "Effective Date" has the meaning set out above;
- i. "Event of Default" has the meaning set out in Section 19.2 of this Agreement;
- j. "GST" means the Goods and Services Tax payable pursuant to the Tax Legislation;
- k. "Losses" means in respect of any matter all:
 - i. direct or indirect, as well as
 - ii. consequential,claims, demands, proceedings, actions, causes of action, losses, damages, liabilities, deficiencies, penalties, costs and expenses (including without limitation all legal fees and disbursements on a solicitor and client basis and other professional fees and disbursements), interest, penalties and amounts paid in settlement whether from a third person or otherwise);
- l. "Premises" means the public transit stops within the City of Penticton at which the Contractor will supply the Services under this Agreement;
- m. "Project Manager" is the person designated by each of the parties to administer this Agreement on their behalf and is named in Section 21 of this Agreement, and is subject to change in accordance with Section 21.5 of this Agreement;
- n. "Proposal" means the response to the RFP submitted by the Contractor on December 7, 2018 together with all correspondence between the City and the Contractor related thereto;
- o. "RFP" means the Request for Proposals #2018-31 issued on November 9, 2018;
- p. "Services" means the Supply of Transit Stop Ad Benches and Shelters and Associated Advertising Opportunities as described above and more fully detailed in Schedule A of this Agreement;
- q. "Service Specifications" has the meaning set out in Section 5.1;
- r. "Services Start Date" means the date the Contractor commences providing the Services to the City, as detailed in Schedule A;
- s. "Services End Date" means the date the Contractor ceases providing the Services to the City, as detailed in Schedule A;
- t. "Standard of Work" means the highest of:
 - i. the standard imposed by law;
 - ii. the standard prescribed by the professional and regulatory bodies in the applicable profession, field or discipline;
 - iii. the standard set forth in the Proposal;
 - iv. the standard set forth in the RFP; and
 - v. the standard otherwise prescribed in this Agreement;

- u. "Subcontractors" means the independent consultants, agents, associates, subcontractors and other third parties retained by the Contractor with the City's consent to assist in the performance of the Services;
- v. "Tax" means GST, PST and any other similar tax imposed by Federal or Provincial Tax Legislation;
- w. "Tax Legislation" includes the *Income Tax Act* (Canada), *Excise Tax Act* (Canada), and all other similar legislation in effect from time to time;
- x. "Term" has the meaning set out in Section 4.3;
- y. "Transit Stop Benches and Shelters" means the transit benches and shelters to be supplied by the Contractor under this Agreement: i) in the numbers and according to the installation schedule specified in Schedule B; ii) the specifications and design of which will substantially comply with Appendix B of the Proposal; and iii) which includes the construction of concrete pads where required in accordance with Appendix A; and
- z. "WorkSafeBC Legislation" means the *Workers Compensation Act* (British Columbia) and all regulations enacted pursuant thereto, including the Occupational Health and Safety Regulation.

1.2 Interpretation. In this Agreement, including the recitals and Schedules to this Agreement, except as expressly stated to the contrary or the context otherwise requires:

- a. the recitals and heading to Sections and Schedules are for convenience and reference only and will not affect the interpretation of this Agreement;
- b. each reference in this Agreement to "Section" or "Schedule" is to a Section of, and a Schedule to, this Agreement unless otherwise specified;
- c. each reference to a statute is deemed to be a reference to that statute and any successor statute, and to any regulations, rules, policies and criteria made under that statute and any successor statute, each as amended or re-enacted from time to time;
- d. each reference to a rule, guideline, policy, regulation or directive is deemed to be a reference to any successor or replacement of such rule, guideline, policy, regulation or directive;
- e. words importing the singular include the plural and vice versa and words importing gender include all genders;
- f. references to time of day or date mean the local date or time in the Pacific Time Zone of British Columbia;
- g. all references to money means lawful currency of Canada;
- h. the word "enactment" has the same meaning as defined in the *Interpretation Act* (British Columbia);
- i. the word "written" includes printed, typewritten, faxed, emailed or otherwise capable of being visibly reproduced at the point of reception and "in writing" has a corresponding meaning; and
- j. the words "include" and "including" are to be construed as meaning "including, without limitation".

1.3 Contract Documents. The terms and conditions of the Contract Documents, whether or not attached to this Agreement, will be deemed to be incorporated into this Agreement. The Contract Documents are complementary, and what is called for by any one will be as binding as if called for by all. In the event of any inconsistency or conflict between or among any of the Contract Documents, the Contract Documents will be interpreted in the following order from highest to lowest:

- a. this Agreement including any amendments to this Agreement;
- b. the schedules and appendices attached hereto including any amendments to the schedules and appendices attached hereto;
- c. the Proposal; and
- d. the RFP.

2. CONTRACTOR'S REPRESENTATIONS AND WARRANTIES

2.1 Representations and Warranties. The Contractor represents and warrants that:

- a. the Contractor has the full right, power, and authority to enter into this Agreement and to perform the Services;
- b. the Contractor is a corporation duly incorporated, organized, validly existing and in good standing under the laws of its jurisdiction of incorporation or continuance and is lawfully registered and licensed to do business in the Province of British Columbia;
- c. the Contractor is not a party to or bound by any agreement (written or oral), indenture, instrument, license, permit or understanding or other obligation or restriction under the terms of which the execution, delivery and/or performance of this Agreement does or will constitute or result in a violation or breach;
- d. the Contractor has a valid business licence from the City of Penticton and will maintain such business licence in good standing for the Term;
- e. all statements made by the Contractor in its Proposal are true and accurate;
- f. the Contractor is authorized to sell the Services, and is authorized by any licence owners, manufacturers or patent owners, as may be applicable to the Services, to sell and provide the Services as per the Service Specifications;
- g. the Services will meet or exceed the Service Specifications and the Contractor will perform the Services in accordance with any applicable manufacturer, license owner or patent owner's recommendations and requirements; and
- h. any Consumables provided as part of the Services will be new and the model approved by the City and free from defects and/or imperfections in material, workmanship or design.

2.2 Survival. The representation and warranties in Section 2.1 will survive the expiry or earlier termination of this Agreement.

3. SERVICES AND CONSIDERATION

3.1 Subject to the terms and conditions of this Agreement, the Contractor agrees to provide the Services listed in Schedule A of this Agreement.

3.2 In consideration of the Contractor's supply and maintenance of the Transit Stop Benches and Shelters under this Agreement and the provision of the other Services, the Contractor shall have throughout the Term the exclusive right to sell advertising space to third parties on the Ad Benches and Ad Shelters supplied and maintained by the Contractor under this Agreement, and to keep all revenue therefrom except as provided in section 3.3.

3.3 The Contractor shall pay to the City the City's Revenue Share in the amounts and at the times stated in Schedule C.

4. **SERVICE DETAILS**

4.1 **Transit Stop Benches and Shelters and Consumables.** In addition to the performance of the other Services, the Contractor will provide and be fully responsible for:

- a. the supply, installation and maintenance of the Transit Stop Benches and Shelters in accordance with this Agreement; and
- b. any Consumables not specifically covered in subsection 4.1(a), but that are reasonably inferable therefrom, or reasonably necessary for the safe and efficient performance of the Services or completion of the Services.

4.2 **Provision of Service Inputs and Personnel.** The Contractor will provide all labour, supervision, management, facilities, Consumables, tools, supplies, fuel and materials necessary, appropriate or incidental to the proper and complete execution of the Services. Schedule A describes in general terms how the Contractor is to perform the Services. However, if there is any discrepancy in the description of the requirements or any omission of criteria, whether or not identified by the City, which would be detrimental to the benefits intended to be provided to the City by this Agreement then the Contractor will rectify such discrepancy or omissions to the satisfaction of the City without further compensation.

4.3 **Term.** The Contractor will deliver the Services and complete all Services in accordance with the timetable indicated herein and in the RFP and the Proposal. The Term will commence on the Services Start Date and end on the Services End Date.

4.4 **Standard of Care.** The Contractor will exercise such degree of care, skill, diligence and efficiency in the performance of the Services as is required by this Agreement. The Contractor represents and warrants that the Contractor and the Contractor's Personnel have all the skills, qualifications, certifications and experience necessary to perform and complete the Services to the Standard of Work as contemplated by this Agreement and acknowledges that its skills, qualifications, certifications and experience were a major factor in the selection of the Contractor for the work set out in the Agreement. The parties will act with utmost good faith towards each other in connection with this Agreement.

4.5 **Remedy for Deficient Services.** Without limiting any other remedy which the City may have under this Agreement or at law, the Contractor shall, at the written request of the City and at the Contractor's sole cost, rectify any of the Services which have not been performed in accordance with the care, skill, diligence and efficiency set out in Section 4.4 or which have not otherwise been performed in accordance with the terms of this Agreement, and will do all such things that may be reasonably required by the City to satisfy the City that the Services have been duly performed or rectified in accordance with the terms of this Agreement.

4.6 **Cooperation and Coordination Regarding Performance of Services.** The Contractor will cooperate and coordinate the performance of the Services with the City's personnel and the City's contractors, subcontractors, consultants and Contractors and all other tradespersons at the Premises, with a view to optimizing efficiency, achieving cost reductions, ensuring safety and minimizing delays. Notwithstanding the foregoing, the Contractor will have no liability for the acts or omissions of any persons for whom it is not responsible under the terms of this Agreement or at law.

5. SERVICE SPECIFICATIONS

5.1 **Requirements.** All Services supplied to the City by the Contractor pursuant to this Agreement must comply with the specifications and requirements set out in the Contract Documents or as otherwise agreed in writing between the City and the Contractor (the "Service Specifications").

6. CHANGES TO SERVICES

6.1 **Right to Make Changes to Services.** The City may request that the Contractor make changes to the Service Specifications specified in the Contract Documents or that the Contractor perform work beyond the scope contemplated by the Contract Documents (either of which shall constitute "Additional Services"). The Contractor agrees that the City shall have no obligation to compensate the Contractor for any Additional Services which are not pre-approved in an addendum to this Agreement (a "Contract Addendum") which

- a. is in writing and entitled "Contract Addendum";
- b. describes the Additional Services and identifies them as "Additional Services";
- c. specifies the compensation to be paid by the City to the Contractor for the Additional Services, including any details regarding the timing of and preconditions to such payment; and
- d. is signed by the City's Project Manager and the Contractor's Project Manager.

EXCEPT AS PROVIDED FOR UNDER THIS SECTION, THE CONTRACTOR HEREBY IRREVOCABLY WAIVES ANY AND ALL OF ITS RIGHTS, WHETHER AT LAW OR IN EQUITY, TO RECEIVE COMPENSATION, OTHER THAN AS EXPRESSLY SET OUT IN THIS AGREEMENT, FOR ANY WORK OR SERVICES PROVIDED BY THE CONTRACTOR TO THE CITY IN CONNECTION WITH THIS AGREEMENT, AND THE CONTRACTOR SHALL NOT BRING ANY CLAIM WHATSOEVER SEEKING SUCH COMPENSATION, INCLUDING WHERE THE CITY'S PROJECT MANAGER OR ANOTHER REPRESENTATIVE OF THE CITY REQUESTED SUCH WORK OR SERVICES AND WHERE THE

CONTRACTOR MAY HAVE INDICATED TO THE CITY THAT IT WOULD BE SEEKING ADDITIONAL COMPENSATION FROM THE CITY OR THAT THE WORK OR SERVICES WERE NOT INCLUDED IN THE "SERVICES" (AS DEFINED IN THIS AGREEMENT).

7. COMPENSATION

- 7.1 **Contractor's Costs.** The consideration received by the Contractor under section 3.2 is the only consideration to be provided to the Contractor for the Services, and includes the Contractor's profit and all of the Contractor's costs of providing the Services whatsoever, including: labour, supervision, management, facilities, overheads, insurance, office expenses, transportation, fuel, delivery, taxes (except GST on the Services as applicable which will be itemized separately), tools, supplies, components and materials. In no event shall the City be responsible for direct payment to the Contractor of any of the aforesaid costs, or for any other costs or expenses connected with the provision of the Services, except as expressly provided for in Schedule A.

8. SCHEDULE

- 8.1 **Services Start Date.** The Contractor will commence performance of the Services, in accordance with Schedule A, on March 01, 2019 (the "Services Start Date").
- 8.2 **Services End Date.** The Contractor will finish performance of the Services, in accordance with Schedule A, on January 31, 2034 (the "Services End Date").

9. OWNERSHIP

- 9.1 By this Section, the Contractor irrevocably assigns to the City all copyright and other intellectual property rights in all materials produced by the Contractor in rendering the Services in which such rights may exist, including all drawings, plans, specifications, reports and other documents. The foregoing rights shall include the right to adopt, use and modify such work for any purpose and the Contractor hereby waives any moral rights the Contractor may have in relation to such documents. For clarity, the assignment and waiver granted by this Section shall survive the expiry or earlier termination of this Agreement. The Contractor shall deliver to the City, upon request and at no additional cost to the City, at least one complete set of all drawings, estimates, programs, or other documents produced in connection with this Agreement in Microsoft Office format or another format specified by the City.
- 9.2 The Contractor shall retain ownership of all Transit Stop Benches and Shelters supplied in accordance with this Agreement and shall, unless notice is given by the City in accordance with section 9.3, remove all of the said Transit Stop Benches and Shelters, at the Contractor's sole cost, upon the expiry or early termination of this Agreement.
- 9.3 The City may at its election, by written notice to the Contractor, in the Event of Default in accordance to section 19.1, require the Contractor to leave in place all Contractor supplied Transit Stop Benches and Shelters and to transfer ownership of the Transit Stop Benches and Shelters to the City free and clear of all liens and charges, and without payment of any further compensation by the City, upon the expiry or early termination of this Agreement.

10. CONFIDENTIALITY

The Contractor shall keep confidential, in perpetuity, all communications, plans, specifications, reports, or other information that comes into the Contractor's possession or are used in connection with the Services, except:

- a. those requiring disclosure by operation of law;
- b. any disclosure authorized in writing by the City;
- c. those in the possession of or that come into the possession of the Contractor and were not obtained directly or indirectly from the City; or
- d. those in the public domain through no act or omission of the Contractor.

11. SERVICES DOCUMENTATION

The Contractor shall:

- a. keep proper and detailed accounts and records, in accordance with generally accepted accounting principles, of its performance of the Services in accordance with the requirements of Schedule A, including invoices, receipts and vouchers, which shall at all reasonable times be open to audit and inspection by the City, which may make copies and take extracts from the accounts and records;
- b. afford facilities and access to accounts and records for audit and inspection by the City and must furnish the City with such information as the City may from time to time require regarding those documents; and
- c. preserve, and keep available for audit and inspection, all records described in this Section for at least two years after completion of the Services or termination of this Agreement, whichever applies.

12. SUBCONTRACTORS

12.1 **Use of Subcontractors.** The Contractor may retain Subcontractors to assist in the performance of the Services, provided that:

- a. the Contractor will not subcontract all or substantially all of the Services to a Subcontractor;
- b. the Contractor will require that the terms of this Agreement apply to the Subcontractors; and
- c. the Contractor will be wholly responsible for the professional standards, performance, acts, defaults and neglects of such Subcontractors.

12.2 **Standard of Care of Subcontractors.** The Contractor represents to the City that all permitted Subcontractors are competent and have the qualifications, designations, experience and capabilities necessary to carry out the Services to the Standard of Work required. The Contractor will cause all Subcontractors to exercise the degree of care, skill, diligence and efficiency in the performance of the Services as is required by this Agreement.

12.3 **Subcontractor Approval.** The Contractor will only retain Subcontractors approved by the City in writing, which approval the City may withhold for any reason or no reason.

12.4 **Subcontractor Changes.** The Contractor will not change any Subcontractor without the prior written approval of the City. The City may, from time to time, where it reasonably believes reasonable performance is not being met by any Subcontractor(s), request changes to the Contractor's Subcontractors, and the Contractor will comply with any such request.

13. COMPLIANCE WITH LAWS AND TAXES

13.1 **Compliance with Laws.** In carrying out its obligations hereunder, the Contractor will comply with, and will cause all Subcontractors to comply with, all Applicable Laws.

13.2 **Regulatory Compliance.** The Contractor will upon request by the City provide certificates of compliance from regulatory bodies or other evidence of compliance, including as pertaining to any of its Subcontractors. The Contractor accepts full and exclusive responsibility and liability, and will cause all Subcontractors to accept full and exclusive responsibility and liability, for payment of federal and provincial payroll taxes and for contributions for employment insurance, old age pensions, Canada Pension Plan, retirement annuities, amounts due under WorkSafeBC Legislation, health and hospitalization plans and any other payments, deductions and benefits expressed under any provision of any law or any agreement to which the Contractor and the Subcontractors are subject.

13.3 **Permits and Licenses.** The Contractor represents and warrants that it or its Subcontractors has obtained and is in compliance with all requisite professional designations, authorizations and licenses necessary for the Contractor or its Subcontractors to provide the Services.

14. RELATIONSHIP OF THE PARTIES

14.1 **Status.** The Contractor is engaged as an independent contractor to the City for the sole purpose of supplying the Services. Neither the Contractor nor any of the Contractor's personnel is engaged as an official, officer, employee, servant or agent of the City, and neither the Contractor nor any of the Contractor's Personnel will enter into or purport to enter into any contract or subcontract on behalf of the City. All Subcontractors will be consultants, agents, associates or subcontractors, as the case may be, of the Contractor and will not be consultants, agents, associates or subcontractors of the City. It is agreed and understood that the Contractor will act as an independent contractor to the City and that no joint venture, partnership or principal-and-agent relationship exists between them in connection with this Agreement or otherwise, and the parties covenant that they will not assert otherwise. It is further understood and agreed that the Contractor is entitled to no other benefits or payments whatsoever other than those specified in this Agreement.

- 14.2 **No Acceptance of Advantages or Benefits.** Neither the Contractor, nor any of its agents or employees (including Subcontractors) will give or offer to give to the City or any official, officer, employee or agent of the City any gratuity, reward, advantage or benefit of any kind as consideration for doing or forbearing to do, or having done or forborne to do, any act in connection with this Agreement or the Services. Contravention of this provision will be deemed an Event of Default (as defined in Section 19.2) and will permit the City to immediately terminate this Agreement pursuant to Section 19.
- 14.3 **No Conflicts of Interest.** The Contractor declares to the best of its knowledge the Contractor and its Subcontractors, and their respective directors, officers, employees and agents, have no pecuniary interest or any other current or past interest or dealings, including with any officials, officers or employees of the City, that would cause a conflict of interest or be seen to cause a conflict of interest in supplying the Services. Should such a conflict or potential conflict arise during the Term of this Agreement, the Contractor will declare it immediately in writing to the City and the City may terminate this Agreement effectively immediately upon notice to the Contractor.
- 14.4 **No Third Party Rights.** Except as expressly set forth herein, nothing in this Agreement will be construed to give any rights or benefits to anyone other than the City and the Contractor.

15. INTENTIONALLY DELETED

16. WORKSAFE BC COMPLIANCE

- 16.1 Prior to commencing any Services and from time to time upon request of the City, the Contractor must provide evidence that it is in good standing with WorkSafeBC.
- 16.2 **Payment of WorkSafeBC Assessments.** The Contractor agrees that it will at its own expense procure and carry or cause to be procured and carried and paid for, full WorkSafeBC coverage for itself and all workers, employees, servants and others engaged in or upon the Services and shall at all times comply with WorkSafeBC Legislation. The Contractor agrees that the City has the unfettered right to set off the amount of any unpaid premiums or assessments for such WorkSafeBC coverage against any monies owing by the City to the Contractor. The City will have the right to withhold payment under this Agreement until the WorkSafeBC premiums, assessments or penalties in respect of the Services have been paid in full.
- 16.3 **Special Indemnity Against WorkSafeBC Non-Compliance.** The Contractor will indemnify, and hold harmless the City from and against all manner of Losses arising out of or in any way related to:
- a. Unpaid WorkSafeBC assessments of the Contractor or any other employer for whom the Contractor is responsible under this Agreement; and
 - b. the acts or omissions of any person engaged directly or indirectly by the Contractor in the performance of the Services, or for whom the Contractor is responsible at law and which

acts or omissions are or are alleged by WorkSafeBC to constitute a breach of WorkSafeBC legislation.

This indemnity will survive the expiry or earlier termination of this Agreement.

17. INSURANCE AND INDEMNITY

17.1 Contractor's Insurance. Without limiting any of its obligations or liabilities under this Agreement, the Contractor will obtain and continuously carry and will cause its Subcontractors to obtain and continuously carry during the Term of this Agreement at its own expense and cost, the following insurance coverages with minimum limits of not less than those shown in the respective items set out below:

- a. Commercial General Liability insurance in sufficient amounts and description to protect the Contractor, its Subcontractors, the City and their respective officers, officials, employees, and agents against claims for damages, personal injury including death, bodily injury and property damage which may arise under this Agreement.

The limit of commercial general liability insurance will not be less than \$2,000,000 per occurrence, inclusive for personal injury, death, bodily injury or property damage and in the aggregate with respect to Services and complete operations. The deductible will not exceed \$5,000 per occurrence.

The policy of insurance will:

- i. be on an occurrence form;
 - ii. add the City and its officials, officers, employees and agents as additional insureds;
 - iii. contain a cross-liability or severability of interest clause;
 - iv. waive all rights which the insurer may acquire by payment of a claim to recover the paid amount from the City or its officials, officers, employees or agents (a "Waiver of Subrogation"); and
 - v. extend to cover non-owned automobile, contingent employer's liability, blanket contractual liability, contractor's protective liability, broad form property damage, broad form completed operations and operations of attached machinery.
- b. Automobile insurance covering all vehicles owned, leased or operated by the Contractor in connection with this Agreement including Third Party Legal Liability Insurance in an amount not less than \$5,000,000 per occurrence.
 - c. All-Risks property insurance covering the Contractor's property of every description containing a Waiver of Subrogation.

17.2 The Contractor and each of its Subcontractors will provide at its own cost any additional insurance which it is required by law to provide or which it considers necessary.

17.3 Neither the providing of insurance by the Contractor in accordance with this Agreement, nor the insolvency, bankruptcy or the failure of any insurance company to pay any claim accruing will be held to relieve the Contractor from any other provisions of the Contract Documents with respect to liability of the Contractor or otherwise.

- 17.4 The insurance coverage will be primary insurance as respects the City. Any insurance or self-insurance maintained by or on behalf of the City or its officers, officials, employees, or agents will be excess of the Contractor's insurance and will not contribute with it.
- 17.5 All insurance policies required under this Agreement shall provide that they may not be cancelled or materially altered without 30 days' notice to the City.
- 17.6 Prior to the Effective Date and from time to time upon request of the City, the Contractor will provide the City with evidence of all required insurance to be taken out in the form of a "Certificate of Insurance".
- 17.7 The Contractor will provide in its agreements with its Subcontractors clauses in the same form as in this Section 17.
- 17.8 The Contractor will ensure that the required insurance is provided only by a company duly registered and authorized to conduct insurance business in the Province of British Columbia.
- 17.9 **City May Insure.** If the Contractor fails to insure as required in this Agreement, the City may effect the missing insurance in the name and at the expense of the Contractor, and the Contractor shall promptly repay the City all costs incurred by the City in doing so. For clarity, the City has no obligation to effect such insurance.
- 17.10 **Responsibility and Liability.** The Contractor hereby assumes the entire responsibility and liability for all damage and injury of any kind and nature whatsoever, caused by, resulting from, arising out of, incidental to, or accruing in connection with any willful misconduct or negligent act, error or omissions of the Contractor or any person for whom the Contractor is responsible at law or pursuant to the terms of this Agreement.
- 17.11 **Indemnity.** The Contractor will defend, indemnify and hold harmless the City, and all of its past and present directors, officers, officials, employees, agents and representatives from and against all Losses, occurring either before or after the expiration or termination of this Agreement, arising out of or in connection with:
- a. the performance of the Services by the Contractor or the failure by the Contractor to perform the Services;
 - b. a breach of a term of this Agreement;
 - c. any willful misconduct or any negligent act, error or omission of the Contractor or any person for whom the Contractor is responsible at law or pursuant to the provisions of this Agreement, including without limitation, injury or death to anyone, loss of damage or loss to property of any person, any claim or matter in dispute between the Contractor and any Subcontractor, and any failure or deficiency by the Contractor or any Subcontractor in providing the Services;

- d. any infringement or alleged infringement of any copyright, patent, trademark, industrial design, trade secret or other intellectual property rights of any person, or of any obligation of confidentiality, in connection with the Services and or the sale of the Services to the City; and
- e. any claim which may be made for a lien or charge at law or in equity or to any claim or liability under the Builders Lien Act, or any attachment for debt, garnishee process or otherwise.

This indemnity will survive the expiry or earlier termination of this Agreement.

17.12 **Discharge of liens.** The Contractor will make all payments and take all other steps which may be necessary to ensure that all monies payable under this Agreement, the Services, and any land owned by the City, will be and remain at all times free from and not liable to any lien or charge at law or in equity, or to any claim of any liability under the *Builders Lien Act* (British Columbia), or to any attachment for debt, garnishee process or otherwise, and the Contractor will fully defend, indemnify and hold harmless the City and all of its past and present directors, officers, officials, employees, agents and representatives, from and against all Losses relating to such matters, and will, on demand, immediately cause any such lien, charge, claim or attachment to be removed or released from the records of the Land Title Office or Court in which the same may appear.

17.13 **Rectification of Damage.** The Contractor will rectify any loss or damage caused by the Contractor in the performance of the Services at no charge to the City and to the satisfaction of the City.

18 FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT

18.1 The Contractor acknowledges that the City is subject to the *Freedom of Information and Protection of Privacy Act* (the "*FIPPA*"), that the City may be legally obligated to disclose to a person parts, or all, of this Agreement and any documents legally connected to this Agreement, and that the authority of the City to refuse to disclose a record containing third party confidential information is limited as set out in Section 21 of the *FIPPA*. If the Contractor considers that information supplied by it to the City in connection with the performance of the Services is confidential information that should not be disclosed to a person making a request under the *FIPPA*, the Contractor shall identify this information to the City, indicate that the information is supplied in confidence, and refer to the *FIPPA* and Section 21 of *FIPPA* in this regard. The Contractor acknowledges and agrees that the City may be required to disclose Contractor information even where the Contractor stipulates that such information is supplied in confidence. The Contractor acknowledges and agrees that any information included in this Agreement (including in the schedules to this Agreement) is not supplied in confidence.

19 TERMINATION

19.1 **Rights of Termination.** This Agreement may be terminated by the City at its option before the Service End Date and/or before the expiry of the Term, anything to the contrary herein notwithstanding, at any time after the happening of an Event of Default.

19.2 **Events of Default.** For the purposes hereof, an "Event of Default" will be deemed to occur if:

- a. the Contractor is in breach of any covenant, obligation or representation hereunder and
 - (i) such breach persists un-remedied for a period of thirty (30) Days after the City has provided the Contractor with written notice of and particulars of the breach or alleged breach; or
 - (ii) where the breach cannot within the sole opinion of the City be remedied within a period of thirty (30) Days, the Contractor has not, in the sole opinion of the City, diligently taken steps to remedy the breachprovided that the City may terminate without providing a cure period with respect to actions of the Contractor that are part of a continuing course of conduct in respect of which prior written notice has been given;
- b. any Services which the Contractor has agreed to supply to the City do not meet the reasonable Service Specifications for those Services in the sole opinion of the City;
- c. the Contractor is not able to supply the Services according to the schedule outlined in Schedule A;
- d. There occurs or, in the reasonable opinion of the City there exists a threat of, a strike lockout, work slowdown, labour disturbance, or refusal to work by the employees or Subcontractors of the Contractor;
- e. the Contractor is adjudged bankrupt, becomes insolvent or is unable to discharge its liabilities as they become due, makes an assignment for the benefit of its creditors, is subject to the appointment of a Receiver or a Petition of Bankruptcy is made against it; or
- f. any Subcontractor becomes insolvent or unable to discharge its liabilities as they become due or makes an assignment for the benefit of its creditors or a petition of bankruptcy is made against it, and such situation will, in the City's reasonable determination, have an adverse impact on the delivery of the Services.

19.3 **Rights of City on Termination.** Where this Agreement is terminated under Section 19.1, the City may exercise its election under section 9.3 and require Contractor to leave in place all Transit Stop Benches and Shelters and to transfer ownership of the Transit Stop Benches and Shelters to the City free and clear of all liens and charges, and without payment of any further compensation by the City.

19.4 **Remedy for Default.** In the case of an Event of Default or if the Contractor fails to supply and provide the Services or any part thereof in accordance with this Agreement, the City may, without limiting any other rights it may have, remedy any deficiency and may engage others to do so, and may charge against the Contractor all extra costs and expenses in doing so. The City will be under no obligation to remedy any failure or deficiency on the part of the Contractor and will not incur any liability to the Contractor for any action or omissions in the course of its remedying or attempting to remedy any such failure or deficiency.

- 19.5 **Effect of Termination.** Termination of this Agreement for any reason will not prejudice, limit or affect any claim or matter outstanding prior to termination or obligations consequent upon termination or which by their nature survive termination as provided herein.
- 19.6 **Suspension of Services.** The City may at any time and from time to time by delivery of notice in writing to the Contractor, suspend the performance of the Services for the period of time specified in such notice. The Contractor will have no claim against the City for any costs, expenses, damages or other liabilities suffered or incurred by the Contractor as a result of any suspension hereunder unless otherwise agreed by the City in writing.

20 ASSIGNMENT

- 20.1 **No Assignment by Contractor without Consent.** The Contractor will not assign this Agreement, in whole or in part, or any payments due or to become due under this Agreement, either voluntarily, involuntarily or by operation of law, without the express prior written consent of the City, which consent may be unreasonably or arbitrarily withheld.
- 20.2 **Change of Control.** If the Contractor is a corporation, any change in the control or beneficial ownership of the corporation by operation of law or by the sale, bequest or other disposition of its shares or securities will be deemed to constitute an assignment for the purposes of Section 20.1.
- 20.3 **Effect of Assignment.** No assignment permitted by the City will relieve the Contractor from any obligation under this Agreement or impose any liability upon the City.

21 CONTRACT ADMINISTRATION

- 21.1 **City Project Manager.** For the purposes of this Agreement, the City designates the Public Works Manager or their delegate as its Project Manager.
- 21.2 **Contractor Project Manager.** For the purposes of this Agreement, the Contractor designates the Leasing Manager, BC Interior as its Project Manager.
- 21.3 **Point of Contact.** The Project Manager will be the primary point of contact for each party in the administration of this Agreement.
- 21.4 **Regular Meetings.** The Contractor's Project Manager will meet with the City's Project Manager on a regular basis and at the time and place requested by the City to address any issues which may arise under this Agreement.
- 21.5 **Changes in Project Manager.** Either party may change its Project Manager and/or its Project Manager's address, telephone and/or email by written notice to the other party given in accordance with Section 22.1 of this Agreement.

22 NOTICES

22.1 **Addresses for Notice.** Any notice required or permitted to be given by one party to another pursuant to this Agreement must be in writing and will be validly given if delivered, transmitted by email or mailed in British Columbia by a pre-paid registered post to the parties as follows:

To the City:

City of Penticton
171 Main Street,
Penticton, BC
V2A 5A9
Attn: Public Works Manager

To the Contractor:

Pattison Outdoor Advertising LP
1460 Pandosy Street, Suite 202
Kelowna, BC
V1Y 1P3
Attn: Leasing Manager, BC Interior

or to such other person or address as one party may advise the other in writing from time to time. Any notice given in accordance with this or any other provisions of this Agreement is deemed to be received on the next Business Day after delivery or transmission by email, or if mailed, on the third Business Day following posting thereof.

23 TIME FOR PERFORMANCE

23.1 **Time of the Essence.** Time will be of the essence of this Agreement.

23.2 **Unavoidable Delay.** Notwithstanding Section 23.1, except for the performance of obligations to pay money, the time periods for the City and the Contractor's performance under this Agreement will be extended for periods of time during which their performance is delayed or prevented due to an Unavoidable Delay. For the purposes of this Section, an "Unavoidable Delay" means any circumstances beyond the reasonable control of the party trying to perform (such as, for example, acts of God, war or other strife or governmental action) but in the case of the Contractor, expressly excludes any and all delays caused by the Contractor's lack of financial resources or insolvency, strikes, lockouts or other withdrawals of services arising out of a labour dispute or labour affiliations of the Contractors' employees or Subcontractor's employees, or governmental actions taken in the enforcement of law specifically against the Contractor or its Subcontractors. If an Unavoidable Delay occurs, the non-performing party will, as soon as possible after the occurrence of the Unavoidable Delay, give written notice to the other party describing the circumstances preventing continued performance, the estimated duration of the

Unavoidable Delay, and the efforts being made to resume performance of its obligations under this Agreement.

24 DISPUTE RESOLUTION

- 24.1 All claims, disputes or issues in dispute between the City and the Contractor in relation to this Agreement will be decided by mediation or arbitration, if the parties agree, or failing agreement, by the courts pursuant to Section 24.5.
- 24.2 In the event that the parties agree to arbitration pursuant to Section 24.1, the arbitration will be conducted pursuant to the Commercial Arbitration Act (British Columbia) and will be governed by the rules of the British Columbia International Commercial Arbitration Centre, except that the arbitrator or arbitrators will be agreed upon by the parties, and failing agreement by the parties, will be appointed by a court of competent jurisdiction within the Province of British Columbia. The parties will share equally the costs of the arbitration but will be responsible for their own separate costs and expenses in relation to the arbitration including legal fees and disbursements.
- 24.3 If the parties agree to arbitration, the arbitration will take place in Penticton, British Columbia and will be governed by the laws of British Columbia.
- 24.4 The procedure set out in Section 24 is not meant to preclude or discourage informal resolutions of disagreements between the City and the Contractor.
- 24.5 The laws of British Columbia will govern all disputes under this Agreement and the courts of British Columbia will have exclusive jurisdiction to determine all disputes arising under this Agreement unless and until the parties agree in writing to mediate or arbitrate any specific dispute.
- 24.6 All provisions of the *International Sale of Goods Act* (British Columbia) are specifically excluded from application to this Agreement.

25 GENERAL

- 25.1 **City Information / Approval.** No reviews, approvals or inspections carried out or information supplied by the City will derogate from the duties and obligations of the Contractor, and all responsibility related to the Services, including performance of the Services, will remain with the Contractor. For greater certainty, any information provided by the City to the Contractor, whether under the RFP or under this Agreement, including any studies, reports, plans, drawings or specifications, is provided to the Contractor for information purposes only and must be independently verified by the Contractor unless the City otherwise agrees in writing.
- 25.2 **No Waiver.** No action or failure to act by the City will constitute a waiver of any right or duty under this Agreement, or constitute an approval or acquiescence in any breach thereunder,

except as may be specifically agreed in writing by the City and no waiver of a particular breach, right or duty shall constitute a waiver of any subsequent breach, or opportunity to exercise a right or demand fulfillment of a duty.

- 25.3 **Severability.** The invalidity, illegality or unenforceability of any portion or provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void will in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void portion or provision will be deemed severed from this Agreement and the balance of this Agreement will be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.
- 25.4 **Governing Law.** This Agreement will be construed under and according to the laws of the Province of British Columbia.
- 25.5 **Remedies Cumulative.** The remedies of the parties provided for in this Agreement are cumulative and are in addition to any remedies available to the parties at law or in equity. No remedy will be deemed to exclude or restrict the right of a party to any other remedies against the other party and a party may from time to time have recourse to one or more of the remedies specified in this Agreement or at law notwithstanding the termination of this Agreement.
- 25.6 **Further Assurances.** Each party will execute such further and other documents and instruments and do such further and other acts as may be necessary to implement and carry out the provisions and intent of this Agreement.
- 25.7 **Entire Agreement.** The Contract Documents constitute the entire agreement between the parties with respect to the subject matter hereof, and supersede all previous communications, representations and agreements, whether oral or written, with respect to the subject matter hereof.
- 25.8 **Amendment.** This Agreement will not be amended except as specifically agreed in writing by both the City and the Contractor.
- 25.9 **Joint and Several Liability of Joint Venture Participants.** If the Contractor is a joint venture of two or more entities, it is understood and agreed that the grants, covenants, provisos, claims, rights, powers, privileges, and liabilities of the Contractor will be joint and several.
- 25.10 **Enurement.** This Agreement will enure to the benefit of and be binding upon the City and the Contractor and their respective heirs, executors, legal representatives, administrators, successors and permitted assigns.

25.11 **Schedules and Appendices.** The Schedules and appendices attached hereto are hereby incorporated by reference in and form an integral part of this Agreement.

25.12 **Representation.** By executing this Agreement, the Contractor represents that is has carefully examined this Agreement, acquainted itself with all conditions relevant to the Services including the site conditions at the Premises, made all evaluations and investigations necessary for a full understanding of any difficulties which may be encountered in performing the Services, and been given the opportunity to receive independent legal advice. The Contractor further acknowledges that this Agreement is sufficient for the proper and complete execution of the Services.

25.13 **Set-Off.** The City may at its option, withhold and set-off against any amount owing to the Contractor (whether under this Agreement or otherwise) any amounts payable to the Contractor by the City (whether under this Agreement or otherwise) and the amount of any damages suffered or claims made or to be made by the City as a result of any other claim it may have against the Contractor, whether such claim is at law or in equity or tort or on any other basis.

25.14 **Counterparts.** This Agreement may be executed in one or more counterparts, each of which will constitute an original and together will constitute one and the same Agreement.

IN WITNESS WHEREOF this Agreement has been executed as of the day and year first above written by and on behalf of the parties by their duly authorized officer.

THE CORPORATION OF THE CITY OF PENTICTON

By its Authorized Signatories

PATTISON OUTDOOR ADVERTISING LP

By its Authorized Signatories

SCHEDULE A – SERVICES TO BE PROVIDED

Without limiting the Contractor’s obligations under this Agreement, the Contractor will supply the following Services, as set out in this Schedule A:

Shelter and Bench Maintenance

1. Penticton Transit Shelter and Bench Maintenance

RFP#2018-RFP-31	Ad Shelter	Non-Ad Shelter	Ad Bench	Non-Ad Bench
Inspection	Weekly	Monthly	Weekly	Monthly
Washing	Monthly	Monthly	Monthly	Monthly
Graffiti	48 Hours	48 Hours	48 Hours	48 Hours
Glass Breakage	48 Hours	48 Hours	N/A	N/A
Lexan	48 Hours	48 Hours	48 Hours	48 Hours

2. All reports that are received by the contractor of damage to any Transit Stop Benches and Shelters owned by the Contractor and non-ad benches or non-ad shelters owned by the City will promptly be directed to the Sub Contractors for immediate corrective action. Using Workforce™ – a hardware and software system that all our installation and maintenance subcontractors use – installations and take-downs as well as maintenance activity is recorded. Using handheld smartphone devices, Workforce™ data is collected and uploaded into the Contractor’s database in real-time. All the Contractor’s installers will be instructed to perform spot inspections of displays and ad faces when they are installing advertising copy and take immediate corrective action on all deficiencies. The Contractor also have a maintenance report form which is referred to as a Product Improvement Memo (PIM). This form is used to track and monitor response and completion of all issues.
3. Maintenance will be undertaken regularly and promptly with ongoing regular on-site inspections undertaken by the Sub-contractor’s personnel carried out to identify required painting or structural maintenance issues. The Sub contractor’s crews will visually inspect all ad and non-ad benches, Ad Shelters and Non-ad shelters while on site (in accordance with the inspection schedule set out in section 1 above and whenever making advertising changes. The Contractor will also conduct ongoing “spot checks” of the transit stop benches and shelters during regular route drives by the Contractor’s Plant Inspectors who are charged with keeping the Contractor’s advertising products and their advertising copy in good condition. Any problems that are identified will be reported and a Maintenance Repair Request issued.
4. The Contractor’s crews will always be available in the case of an emergency on a “call-out” basis, 24 hours a day, 7 days a week.
5. The Contractor will wash all Ad and Non-Ad Benches and pads on a monthly basis.
6. The Contractor will wash all Ad Shelters and Non-Ad Shelters and pads on a monthly basis.
7. The Contractor will remove graffiti on any transit stop bench or shelter on a monthly or as needed basis.

8. The Contractor will supply and replace any broken glass or Lexan.
9. The Contractor will be open to providing the City with a cost for the replacement and installation of all the Non-Ad Benches which could be done at any time throughout the contract.
10. The City will be responsible for the replacement of any non-ad transit benches or non-ad transit shelters, that are owned by the City whenever the damage is deemed to be significant or severe (e.g. due to being hit by a vehicle).
11. The City will be responsible for all electrical costs associated with providing power to the shelters, both new and existing, as well as the ongoing hydro charges to illuminate the shelters.
12. The Contractor will not be responsible for Litter pickup, snow removal, electrical supply or replacement of non-ad benches or replacement of any non-ad shelters until Year eleven (11) of the contract.

Bench Removals/Installations

13. The Contractor has conducted a drive to identify currently installed benches. There were fifty-one (51) ad benches identified and these locations will be reviewed with City representatives and these ad benches will be replaced within 16 weeks of the execution of this Agreement.
14. The Contractor will continue to work with the City on selecting other mutually desirable locations so that the Contractor can replace existing non-ad bench inventory with new ad benches.
15. The existing fifty-one (51) ad benches will be removed and replaced with new ad benches in Year one (1) of this Agreement, within 16 weeks of the execution of this Agreement. Further information concerning this removal and replacement schedule is stated in Schedule B.
16. The Contractor will deliver all removed existing ad benches to the City of Penticton Works Yard at 616 Okanagan Ave E.
17. Future unplanned ad bench removals and relocations will be carried out following receipt of a minimum of 30 days written (including e-mail) notice from the City's representatives, all costs associated with the City's request to relocate will be the responsibility of the City. The City will have complete discretion to the use the services of the Contractor, an alternate contractor, or their own resources to address the works. Contractor requests to relocate or remove an existing ad bench if approved by the City will be at the expense of the Contractor.
18. The City and the Contractor recognize that the reinstallation of the advertising bus benches at a site of equal or better economic value (as determined on the basis of adjacent traffic circulation and the visibility of the advertising faces) is desirable. The City will make available all transit stop locations that do not have an ad bench or ad shelter installed for the purposes of replacing the removed ad bench. In the event that there is no existing transit stop location that is comparable in economic value to the bench that was removed, the City will not be responsible for any future action or financial compensation.

19. Any emergency removal requests due to accidents or other safety concerns are expected to be carried out within 48 hours of notice from the, City, police, the public or from concerned citizens. Replacement benches will be on-hand in a sub-contractor's warehouse so that any damaged benches can be quickly replaced. All costs associated with these requests will be the responsibility of the Contractor.

Shelter Removals / Installations

20. The Contractor has conducted a drive to identify currently installed Ad Shelters. There were eleven (11) ad shelters identified. All of these locations will be reviewed with City representatives and will be replaced within approximately 24-28 weeks of the execution of this Agreement. The Contractor also commits to an additional four (4) ad shelters in Year one (1) of the contract, five (5) in year two (2) and five (5) in year three (3), bringing the total after year three (3) to twenty-five (25) ad Shelters.
21. In year eleven (11) the Contractor will supply an additional twenty-five (25) Shelters. These New Shelters will be used to replace the existing Twenty (20) non-ad Shelters and the additional five (5) for any future mutually agreed locations, which will consist of either Non-Ad or Ad Shelters.
22. The Contractor will continue to work with the City on selecting other mutually desirable locations for additional shelters.
23. The Contractor will be responsible for concrete pads on any new ad shelter locations that are mutually agreed on, and for the replacement of any concrete pads at existing locations on an as-needed basis.
24. The Contractor will remove and deliver all the existing ad shelters to the City of Penticton Works Yard at 616 Okanagan Ave E.
25. Future unplanned ad shelter removals and relocations will be carried out following receipt of a minimum of 30 days written (including e-mail) notice from the City's representatives, all costs associated with the City's request to relocate will be the responsibility of the City. The City will have complete discretion to the use the services of the Contractor, an alternate contractor, or their own resources to address the works. Contractor requests to relocate or remove an existing ad shelter if approved by the City will be at the expense of the Contractor.
26. The City and the Contractor recognize that the reinstallation of the advertising bus shelters at a site of equal or better economic value (as determined on the basis of adjacent traffic circulation and the visibility of the advertising faces) is desirable. The City will make available all transit stop locations that do not have an ad bench or ad shelter installed for the purposes of replacing the removed ad shelter. In the event that there is no existing transit stop location that is comparable in economic value to the shelter that was removed, the City will not be responsible for any future action or financial compensation.
27. Any emergency removal requests due to accidents or other safety concerns are expected to be carried out within 48 hours of notice from the, City, police, the public or from concerned citizens. Replacement shelters will be on-hand in a sub-contractor's warehouse so that any damaged shelters can be quickly replaced. All costs associated with these requests will be the responsibility of the Contractor.

SCHEDULE B – TRANSIT SHELTERS AND BENCHES TO BE PROVIDED AS PART OF THE SERVICES

Without limiting the Contractor’s obligations under this Agreement, the Contractor will provide the Services set out in this Schedule B during the Term:

1. PATTISON commits to Install and supply **Twenty-Five (25)** Ad Shelters in the first three (3) years of the Contract.
2. Year One (1) – Fifteen **15** NEW Ad Shelters (Replace 11 existing and 4 New)
3. Year Two (2) – Five **5** NEW Ad Shelters
4. Year Three (3) – Five **5** NEW Ad Shelters
5. The Contractor commits to install and supply an additional **Twenty-Five (25)** Shelters in Year eleven (11).
6. The Contractor commits to install and supply a minimum of **Fifty-One (51)** Ad benches within 16 weeks of the signing of a contract.
7. The Contractor will consider additional Ad Benches and/or Ad Shelters at mutually agreed site locations.
8. The Contractor will retain ownership of all Transit Stop Benches and Shelters upon the expiry of this Agreement, . The Contractor will also be responsible for the removal of this inventory at the expiration of this Agreement.
9. The Contractor, at the City’s request, will leave all Transit Stop Benches and Shelters in place and transfer ownership to the City on the expiry or earlier termination of this Agreement, in accordance with section 9.3.

PENTICTON TRANSIT SHELTER AND BUS BENCH INSTALLATION SCHEDULE

Installation Schedule - Ad Benches	Start Date	End Date	Duration
Week 1 - Site Evaluations	2-Jan-19	3-Jan-19	1 Day
Week 1 - City and POA Confirm Final Design	3-Jan-19	10-Jan-19	7 Days
Week 2 - Order Bus Benches from Supplier / Build Time (51 Benches)	11-Jan-19	11-Apr-19	90 Days
Week 14 - Bus Benches Shipped to POA	11-Apr-19	18-Apr-19	7 days
Week 15 - Removal of existing Bus Benches (51 Ad Benches)	19-Apr-19	26-Apr-19	7 Days
Week 16 - Installation of Bus Benches (51 Ad Benches)	27-Apr-19	24-May-19	7 Days

Installation Schedule - Ad Shelters	Start Date	End Date	Duration
Week 1 - Site Evaluations	2-Jan-19	3-Jan-19	1 Day
Week 1 - City and POA Confirm Final Design	3-Jan-19	10-Jan-19	7 Days
Week 2 - Order Bus Shelters from Supplier / Build Time (15 Shelters)	11-Jan-19	10-Jul-19	180 Days
Week 26 - Material Shipped to POA	10-Jul-19	17-Jul-19	7 Days
Week 27 - Removal of existing Bus Ad Shelters (11 Ad Shelters))	17-Jul-19	24-Jul-19	7 Days
Week 28 - Installation of Bus Ad Shelters (15 Ad Shelters)	25-Jul-19	30-Aug-19	14 Days
Week 28 - Connection to power for illumination	25-Jul-19	30-Aug-19	14 Days

Annual Growth Schedule - Bus Shelters	Start Date	End Date	Duration
Year 1 - Replace 11 existing Ad Shelters plus 4 new Ad Shelters & pads	2-Jan-19	30-Aug-19	218 Days
Year 2 - Supply & Install 5 new Ad Shelters with Pads	1-Apr-20	8-Apr-20	7 Days
Year 3 - Supply & Install 5 new Ad Shelters with Pads	1-Apr-21	8-Apr-21	7 Days
Year 11 - Replace 20 existing Non - Ad Shelters with New Bus Shelters	2-Apr-29	9-Apr-29	7 Days
Year 11 - Supply & Install 5 new Bus Shelters with Pads (Ad or Non-Ad)	2-Apr-29	9-Apr-29	5 Days

SCHEDULE C - REMUNERATION

Over the Fifteen (15) year Term of the Agreement, the Contractor will provide the City of Penticton a Guarantee of:

- \$150,000.00 (One hundred fifty thousand dollars)

In the event the Ad Bench or Ad Shelter inventory is reduced by 10% or greater by the City then the Guarantee shall be adjusted accordingly at the next payment due date.

Or

- A share on Annual net revenues equal to 30% In years eleven (11) thru fifteen (15) of the contract (*which-ever is greater*)

Net Revenues:

- Total Gross Revenues minus Bad Debt, not to exceed 1% and Sales commissions not to exceed 15%

In years eleven (11) through fifteen (15) of the term of the Contract, the Contractor will provide the City of Penticton with an Annual Minimum Guarantee of \$30,000 that will be payable in monthly installments (\$2,500 per month).

The Contractor will be offering a percentage of Revenues in Years 11 through 15 that will be calculated annually and that is equal to 30% of achieved Net Revenues minus the Minimum Annual Guaranteed (MAG) Fee

For example, *if the Gross Revenues obtained by the Contractor reaches \$250,000 in year 11 of the contract the City of Penticton would receive:*

\$250,000 (Gross Revenue) minus (Sales commissions @ 15%) \$37,500 = \$212,500 (Net Revenue) x 30% (Revenue Share) = \$63,750 minus Annual Minimum Guarantee of \$30,000

The difference is equal to an Additional \$33,750 over the Minimum Annual Guarantee payable to the City of Penticton.

The City's Revenue Share will be calculated at the end of years 11 through 15 of the term. Should the total Calculated Revenue Share amount exceed the Annual Guarantee Payment for that given year, the excess amount will be payable to the City within ninety (90) days after the anniversary date.

Over the Fifteen (15) year Term of the Contract, the Contractor is estimating a total Cumulative Revenue Share to the City of Penticton of:

- \$318,750.00 (Three hundred eighteen thousand, seven hundred & fifty dollars; inclusive of Minimum Guarantee)

Payment Schedule					
	Total Number of NEW Ad Benches	Total Number of NEW Shelters	Minimum Annual Guaranteed Payment	Payable in Monthly Installment in Advance	Annual Revenue Share (%)
TERM					
Year 1	51	15	\$0	\$0	0%
Year 2	51	20	\$0	\$0	0%
Year 3	51	25	\$0	\$0	0%
Year 4	51	25	\$0	\$0	0%
Year 5	51	25	\$0	\$0	0%
Year 6	51	25	\$0	\$0	0%
Year 7	51	25	\$0	\$0	0%
Year 8	51	25	\$0	\$0	0%
Year 9	51	25	\$0	\$0	0%
Year 10	51	25	\$0	\$0	0%
Year 11	51	50	\$30,000	\$2,500 / month	30%
Year 12	51	50	\$30,000	\$2,500 / month	30%

Year 13	51	50	\$30,000	\$2,500 / month	30%
Year 14	51	50	\$30,000	\$2,500 / month	30%
Year 15	51	50	\$30,000	\$2,500 / month	30%

Council Report

pentiction.ca

Date: February 19, 2019
To: Peter Weeber, Chief Administrative Officer
From: Mitch Morozuk, General Manager of Infrastructure

File No:

Subject: 30 kph Speed Limit in the Downtown Core

Staff Recommendation

THAT Council provide direction to staff by selecting one of the following:

1. THAT Council instruct staff to make no changes with respect to the 30 kph speed limit in the Downtown Core; or
2. THAT Council instruct staff to undertake a community engagement process with the greater community regarding the 30 kph speed limit in the Downtown Core; or
3. THAT Council provide specific direction to staff as to which streets in the Downtown Core they would like to alter the speed limit in consideration of the Engineering design issues with the raised intersections on Main Street.

Strategic priority objective

This project supports the Council Priority of Good Governance 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.

Background

During a five month period in 2014, July to November, City Council, the public, the Downtown Revitalization Select Committee and the Transportation Committee all worked on or provided input to reducing the speed from 50 kph to 30 kph in the downtown core. On November 3, 2014 Council passed resolution 487/2014

It was MOVED and SECONDED

THAT Council support and direct staff to implement the 30 kph speed zone from Lakeshore Drive to Wade Ave and from Winnipeg Street to Ellis Street inclusive of the existing Main Street from Lakeshore Drive to Jermyn Avenue.

CARRIED

Councillors Robinson and Jakubeit, Opposed

This resolution created the speed zones as shown on Figure 1, below.

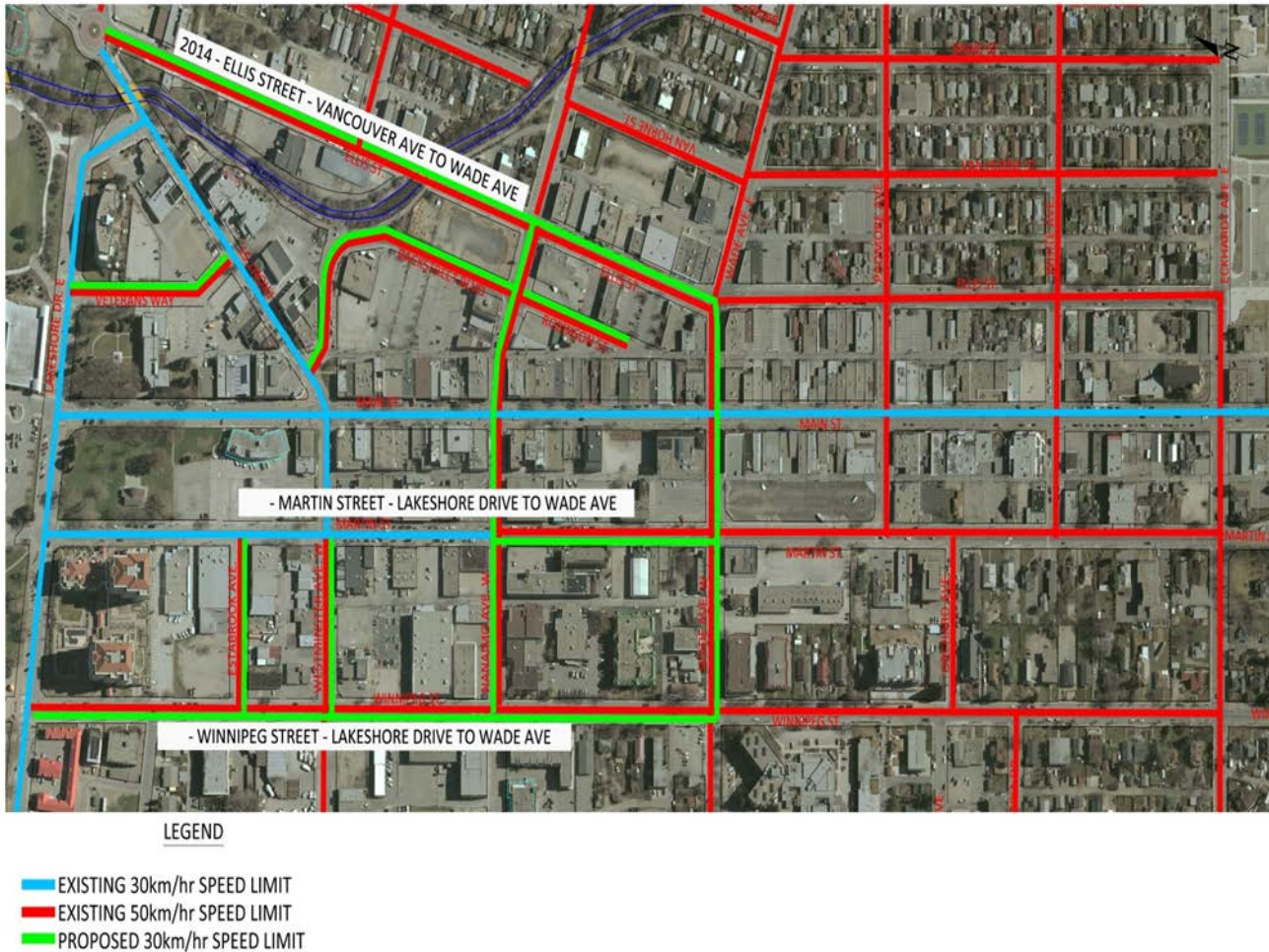


Figure 1 – November 3, 2014 Downtown Speed Zones

Staff have been asked to revisit this item. As part of this process staff have spoken with the Bylaw Department, the RCMP, and the Engineering Department and worked with the Downtown Penticton Association to survey their members on the issue. The results of this process are as follows:

The Bylaw Department has not received complaints about the 30 kph zone in the downtown and feel that if the speed were increased so would the accident rate.

The RCMP have not received any complaints, except from those people that have received speeding tickets. The RCMP have stated that it would be difficult for anyone to safely go faster than the 30 kph speed, given the number of elderly persons, people jay walking and general inattentiveness in the area. During the summer any problems would be more acute. The RCMP also stated that three pedestrians were struck in the downtown core in the last three months. The RCMP do not recommend raising the limit in the downtown core.

The Engineering Department has indicated that the recent upgrades done on Main Street from Lakeshore Drive to Wade included raised intersections at Westminister, Nanaimo and Wade. These raised intersections were designed for a vehicle speed of 30 kph. This means it would not be possible to increase the posted speed on:

- Main Street from: Lakeshore Drive to Padmore Avenue;
- Westminster Avenue: Martin Street to Backstreet Boulevard;
- Nanaimo Avenue: Martin Street to Backstreet Boulevard; and
- Wade Avenue: Martin Street to Ellis Street

Without making changes to the raised intersections previously noted.

In January of 2019 The Downtown Penticton Association polled their members to see if they would like to see any changes to the 30 kph speed limit on the streets that were added in 2014. They received 57 responses to their survey request. Respondents indicated that on a street by street basis between 67.86% and 92.73% would like to maintain the 30 kph speed limit and on average 81.63% would like to maintain the 30 kph speed limit. Figure 2 shows the survey results on a street by street basis.

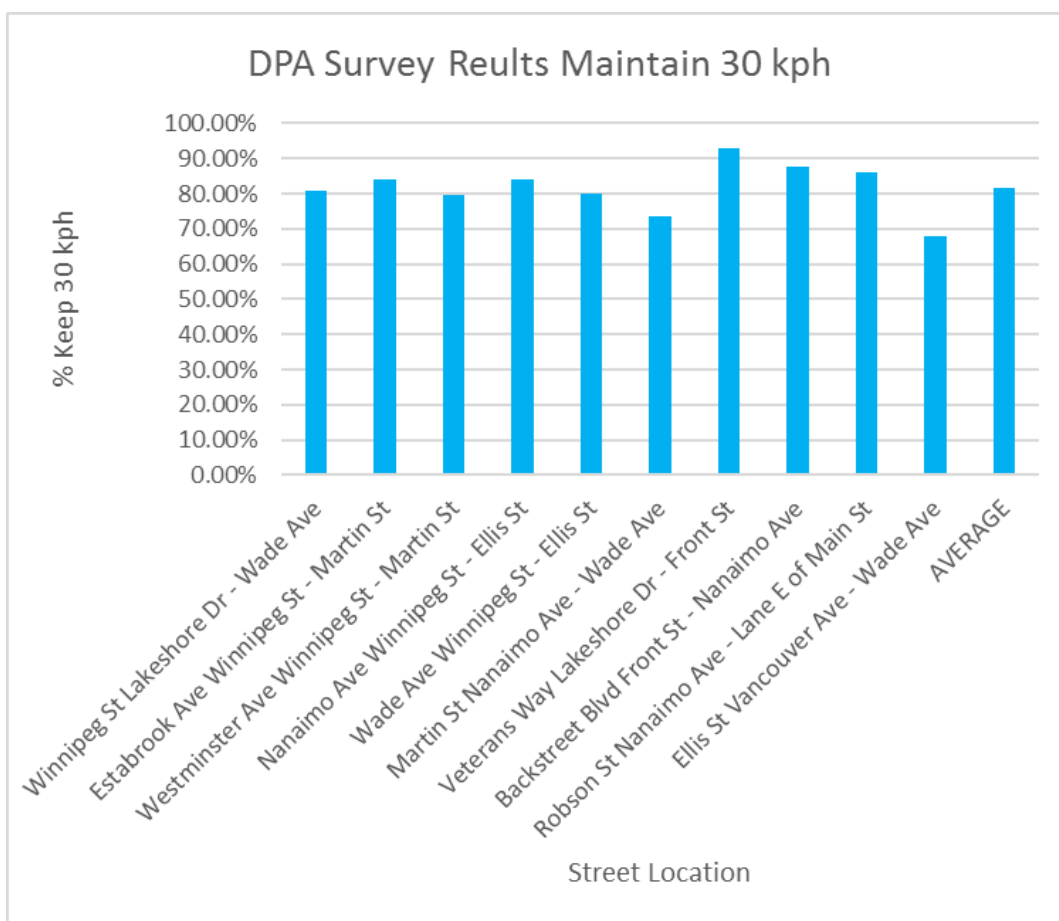


Figure 2 – January 21, 2019 DPA 30 kph Survey Results

Based on the information obtained during the review of this issue it was found that the enforcement agencies have not had any complaints about the 30 kph speed limit except from those ticketed, that the accident rate would likely increase with an increased speed limit and that the RCMP do not recommend raising the speed limit.

The Engineering Department has indicated that it is not possible to change the posted speed from 30 kph to 50 kph on Main Street from Lakeshore Drive to Padmore Avenue and on the cross streets one block either

side of Main Street from Westminster to Wade unless changes were made to the raised intersections on Main Street.

The Downtown Penticton Association survey indicates that 81.63% of the survey respondents would like to maintain the 30 kph speed limit.

Staff have not taken the step of engaging with the greater community on this issue until the information contained in this Council Report is presented to Council and direction is received.

Analysis

Staff have put together three options for Council to select from.

Alternative 1 keeps things as they are, supports the Bylaw Department and RCMP position, addresses the design concerns raised by the Engineering Department and supports the wishes of the majority of the businesses that responded to the Downtown Penticton Association survey.

Alternative 2 would see staff undertaking a more comprehensive engagement process with the greater community that may add a new dimension to this issue.

Alternative 3 would see Council providing specific direction to staff on where they would like to see speed limit changes in the Downtown Core.

Alternate recommendations

Alternative 1 - THAT Council instruct staff to make no changes with respect to the 30 kph speed limit in the Downtown Core; or

Alternative 2 - THAT Council instruct staff to undertake a community engagement process with the greater community regarding the 30 kph speed limit in the Downtown Core; or

Alternative 3 - THAT Council provide specific direction to staff as to which streets in the Downtown Core they would like to alter the speed limit in consideration of the Engineering design issues with the raised intersections on Main Street.

Respectfully submitted,

Mitch Moroziuk P.Eng. MBA
General Manager of Infrastructure

Approvals

Acting Chief Administrative Officer
LD

Council Report

penticton.ca

Date: February 19, 2019
To: Peter Weeber, Chief Administrative Officer
From: Laurie Darcus, Director of Corporate Services

File No:

Subject: SILGA Resolutions 2019

Staff Recommendation

THAT Council submit the following five resolutions to Southern Interior Local Government Association (SILGA) for consideration at the 2019 Convention:

#1 - Building Act- Innovation Commitment

WHEREAS the *Building Act* includes a provincial commitment to Innovation that supports local governments and other local authorities through the implementation of a provincial review process to evaluate innovative building proposals;

AND WHEREAS the continued complexity of building design, new products and expansion of the Codes have made it difficult for some communities to provide a level of consistency, interpretation and alternate solution reviews;

NOW THEREFORE BE IT RESOLVED that the Province outline and explain the review process to accept and evaluate innovative building proposals.

2 - Full Social Support Services for Homeless Housing

WHEREAS the Province through BC Housing has invested in creating housing for those individuals struggling with homelessness;

AND WHEREAS individuals experiencing homelessness are often in need of social services;

NOW THEREFORE BE IT RESOLVED that the Province ensure all forms of social services (mental health services, addiction services, social assistance services, employment services, etc.), also referred to as "wrap-around services", are available to individuals housed in homeless housing at the housing site or within a short walking distance.

3 - Addition of Drug and Alcohol Recovery Facilities and Beds

WHEREAS an opioid crisis has been identified in British Columbia, and addictions can also take many other forms such as alcohol and other drugs, with addictions being so detrimental to an individual's health and well-being;

AND WHEREAS there are not enough Drug and Alcohol Rehabilitation/Recovery Facilities and spaces available for those who are seeking help to combat addictions;

NOW THEREFORE BE IT RESOLVED that the Province fund significantly more licensed rehabilitation facilities and beds in every municipality to enable all those who seek assistance in recovering from addictions and opportunity to beat addictions.

4 - Inspection of Rooming Houses by Ministry of Health (e.g. Interior Health) and Ministry of Social Development & Poverty Reduction

WHEREAS Landlords may open rooming houses and accommodate low income individuals;

AND WHEREAS Landlords may take advantage of the vulnerable individuals they house;

NOW THEREFORE BE IT RESOLVED that the Ministry of Health (e.g. Interior Health) and Ministry of Social Development & Poverty Reduction create policy and an inspection process to ensure the integrity of the rooming houses.

5 - Funding for Design of Cycling Infrastructure (Bike Lanes) for Municipalities

WHEREAS the Province of BC is cost-sharing cycling infrastructure projects with local government through our BikeBC program to encourage healthy living and to help address climate change;

AND WHEREAS prior to building cycling infrastructure, such as bike lanes, it is necessary to conduct a design stage that can be a very expensive endeavor;

NOW THEREFORE BE IT RESOLVED that the Province cost-share not only cycling infrastructure but also the design of the infrastructure, especially as it relates to bike lanes.

Background

The 2019 Southern Interior Local Government Association (SILGA) Convention will be held in Penticton, April 30 – May 3, 2019. The SILGA constitution requires that resolutions to be considered at the Annual Meeting are to be received by March 1, 2019. Resolutions endorsed by SILGA are submitted to UBCM for consideration in the fall.

There are five resolution topics for consideration: *Building Act*- Innovation Commitment; Full Social Support Services for Homeless Housing; Addition of Drug and Alcohol Recovery Facilities and Beds; Inspection of Rooming Houses; and Funding for Design of Cycling Infrastructure. The background information for each resolution can be found attached to this report.

Alternate recommendation

THAT Council submit one or more of the proposed resolutions.

Attachments

Attachment A – #1 - *Building Act*- Innovation Commitment

Attachment B – # 2 - Full Social Support Services for Homeless Housing

Attachment C – # 3 - Addition of Drug and Alcohol Recovery Facilities and Beds

Attachment D – # 4 - Inspection of Rooming Houses by Ministry of Health (e.g. Interior Health) and Ministry of Social Development & Poverty Reduction

Attachment E - # 5 - Funding for Design of Cycling Infrastructure (Bike Lanes) for Municipalities

Respectfully submitted,

Laurie Darcus
Director of Corporate Services

Concurrence

Acting Chief Administrative Officer
LD

February 19, 2019

SILGA Resolutions

#1 – *Building Act* – Innovation Commitment

WHEREAS the *Building Act* includes a provincial commitment to Innovation that supports local governments and other local authorities through the implementation of a provincial review process to evaluate innovative building proposals;

AND WHEREAS the continued complexity of building design, new products and expansion of the Codes have made it difficult for some communities to provide a level of consistency, interpretation and alternate solution reviews;

NOW THEREFORE BE IT RESOLVED that the Province outline and explain the review process to accept and evaluate innovative building proposals.

Background:

The *Building Act* is new legislation developed as part of the Province’s modernization of the building regulatory system. The *Building Act* was passed in spring 2015 and will be brought into force over time to improve the consistency, competency of code interpretation and efficiencies to deal with innovations within the building industry.

Innovation - *supports local governments and other local authorities through the implementation of a provincial review process to evaluate innovative building proposals.*

Versions of the BC Building Codes, which are largely based on the National Codes of Canada, have moved from a prescriptive regulation to more performance based objectives. This change allows for more flexibility in design and construction methods but has challenged local authorities in ensuring minimum standards are met and have increased the potential failures and long term liability risks. When the *Act* was first introduced, there appeared to be some assurance provided to local governments in relation to dealing with code interpretations and review of new products and methods under a central body. Although the Building Standards Branch have quality personnel in place, there appears to be a lack of resources to effectively provide “Innovation” support in a manner that local communities and the development industry deserve.

At this time there has been no firm commitment to ensuring the Ministry is adequately staffed and the Building Code Appeal Board is prepared to affectively deal with complex appeals in a timely manner. There is also a need to help smaller communities when dealing with code interpretations and a review of new products to ensure consistency is attained throughout the province.

In conclusion

The *Building Act* has mandated a higher standard for the development community in the administration and interpretation of the Building Codes. In response to the *Act*, Local Governments must modernize and redevelop levels of staffing, training, building bylaws, policies and processing procedures.

We request a higher level of commitment from the Province and an explanation of the review process to accept and evaluate innovative building proposals.

February 19, 2019

SILGA Resolutions

#2 – Full Social Support Services for Homeless Housing

WHEREAS the Province through BC Housing has invested in creating housing for those individuals struggling with homelessness;

AND WHEREAS individuals experiencing homelessness are often in need of social services;

NOW THEREFORE BE IT RESOLVED that the Province ensure all forms of social services (mental health services, addiction services, social assistance services, employment services, etc.), also referred to as “wrap-around services”, are available to individuals housed in homeless housing at the housing site or within a short walking distance.

Background:

According to the Province of BC website – “The Province is committed to addressing the housing and support needs for people who are homeless.”

In the City of Penticton we appreciate the commitment of the Province to deal with homelessness by investing in housing. In our City the following housing solutions are currently in operation or are in the process of becoming a reality:

- Fairhaven supportive housing;
- Compass Court supportive housing;
- Joint investment by the City and BC Housing to develop non-market housing on Brunswick Street on City owned lands creating 52 units of housing geared towards lower income working families and individuals (currently under construction);
- Modular Housing on Winnipeg Avenue to address emergency housing needs and low-cost first phase housing (under construction).

The “housing first” model will help move people off the streets. The next step is to get them any help they need to be successful. This might be in the form of social assistance, (filling out forms, accessing government programs, understanding their rights) mental health counselling, addiction counselling and programs, financial planning and budgeting, employment readiness counselling, and general information about living a healthy life. These types of services need to be within each housing unit that houses vulnerable people, or at least available very close by and within walking distance. Without this support many will fall through the cracks and end up back on the street. We are asking the Province to ensure these support services are available in all cases.

February 19, 2019

SILGA Resolutions

#3 – Addition of Drug and Alcohol Recovery Facilities and Beds

WHEREAS an opioid crisis has been identified in British Columbia, and addictions can also take many other forms such as alcohol and other drugs, with addictions being so detrimental to an individual's health and well-being;

AND WHEREAS there are not enough Drug and Alcohol Rehabilitation/Recovery Facilities and spaces available for those who are seeking help to combat addictions;

NOW THEREFORE BE IT RESOLVED that the Province fund significantly more licensed rehabilitation facilities and beds in every municipality to enable all those who seek assistance in recovering from addictions and opportunity to beat addictions.

Background:

In Penticton there is a dire need for full time Drug and Alcohol Recovery Facilities and publicly funded spaces within those facilities. Currently there are 17 beds between the two Discovery Houses in Penticton. There are 13 beds at the main facility and 4 beds at a semi-independent living home. Penticton does not have enough semi-independent, supportive living beds to accommodate the need of clients graduating from the primary program at the main facility. Their waitlist varies from between 10-30 individuals, and they currently cannot accommodate the demand even from the Okanagan Corrections Centre who are referring clients. Wait times can be from a few weeks up to 3 months but range greatly depending on length of stay for current clients. Currently, they have one client who has been on our waitlist actively calling in for 187 days. When an addict accepts the time has come to get help, they need to get that help immediately, before it is too late. Although there may be facilities in neighboring communities, offering to send these individuals to another City for help is not acceptable as their families and supports are here. They may not even have the financial means to get to another City.

Anecdotally the RCMP have reported that they will often ask addicted people if they are ready for help, to "get clean". The dilemma they face is if that person says, "yes, I am ready to get help", help may not be available.

It is time to invest in recovery facilities so that those seeking assistance in dealing with addiction can become citizens who can contribute in a more positive manner to their society.

February 19, 2019

SILGA Resolutions

#4 – Inspection of Rooming Houses by Ministry of Health (e.g. Interior Health) and Ministry of Social Development & Poverty Reduction

WHEREAS Landlords may open rooming houses and accommodate low income individuals;

AND WHEREAS Landlords may take advantage of the vulnerable individuals they house;

NOW THEREFORE BE IT RESOLVED that the Ministry of Health (e.g. Interior Health) and Ministry of Social Development & Poverty Reduction create policy and an inspection process to ensure the integrity of the rooming houses.

Background:

It has become profitable for landlords to convert a whole house into multiple bedrooms and then rent these rooms out to low income individuals, often who are in a vulnerable position.

The City of Penticton has discovered through building inspections that landlords have overfilled rooms with more residents than are allowed and have fined these landlords accordingly. However there is still a concern that falls outside of municipal jurisdiction and that is the health and well-being of the individuals living in these rooming houses.

It would support municipal efforts to manage these houses if Health officials were to engage and inspect rooming houses to ensure there is not overcrowding or inadequate facilities for number of residents (e.g. not enough bathrooms). It would also be beneficial and appropriate for the Ministry of Social Development & Poverty Reduction to monitor the payments to landlords for rent to ensure they are not taking advantage of tenants by collecting the full monthly cheque issued by the Province to the individual. The City has been advised in the past that this was happening, although we have no specific proof.

February 19, 2019

SILGA Resolutions

#5 – Funding for Design of Cycling Infrastructure (Bike Lanes) for Municipalities

WHEREAS the Province of BC is cost-sharing cycling infrastructure projects with local government through our BikeBC program to encourage healthy living and to help address climate change;

AND WHEREAS prior to building cycling infrastructure, such as bike lanes, it is necessary to conduct a design stage that can be a very expensive endeavor;

NOW THEREFORE BE IT RESOLVED that the Province cost-share not only cycling infrastructure but also the design of the infrastructure, especially as it relates to bike lanes.

Background:

The City of Penticton supports alternative modes of transportation to promote a healthy life style and reduce the carbon footprint. The City has a vibrant cycling association - Penticton and Area Cycling Association (PACA) was formed in 2008 with a goal of providing the south-central Okanagan with a voice for cyclists. They have evolved to become the prominent force in both on and off-road trail design, maintenance and planning and have worked with the City to promote cycling in and around our City.

A key goal for both PACA and the City is to establish bike lanes. We have some challenges in the way the roads and trails have evolved, and the first step in establishing bike lanes is to design the routes. For a smaller municipality the design phase can be unaffordable and the costs compete with other municipal priorities.

A funding model that would offer a cost-sharing by the Province for designing safe cycling routes for people of all ages and abilities, and funding for other types of cycling infrastructure design, would aid in helping municipalities afford new cycling projects and elevate the priority of these projects when competing for budget dollars.

Council Report

penticton.ca

Date: February 19, 2019 **File No:** 4200-20/2018
To: Peter Weeber, Chief Administrative Officer
From: Laurie Darcus, Chief Election Officer
Subject: **Notice: Local Elections Campaign Financing Non-Compliance – Failure to File**

Staff Recommendation

THAT Council receive into the record the report titled “Notice: Local Elections Campaign Financing Non-Compliance – Failure to File” dated February 19, 2019.

Executive Summary

It is a requirement under legislation that a report be prepared to provide Council with the names of individuals who have failed to file Candidate Disclosures Statements prior to the first deadline. In Penticton there are two candidates who have not filed within the penalty free time period:

Duffy Baker

Connie Sahlmark

Background

To ensure transparency in Local Government Elections, all Candidates are required to file Candidate Disclosure Statements. Under the Local Elections Campaign Financing Act (LECF):

Time limits for filing disclosure statements – filing on time, late filing on payment of penalty fee, compliance deadline

47.(1)A disclosure statement must be filed

- (a) within 90 days after general voting day for the election or assent voting to which it relates, or
- (b) if applicable, within the period established under section 90 [*late filing extensions in extraordinary circumstances*],
in order to avoid a late filing penalty fee.

(2)If a disclosure statement is not filed within the applicable time period under subsection (1), it may be filed within 120 days after general voting day for the election or assent voting on payment to the BC chief electoral officer of a late filing penalty fee of \$500.

The 90 day period for the 2018 Local Government Election was January 18, 2019. The late filing date (with penalty) is February 18, 2019.

The Chief Election Officer is required to provide the local authority, in this case City Council, with a report on non-compliance of candidates once notified by the BC chief electoral officer as per the LECF:

Reports to local authority respecting non-compliance

- 61.(1)The BC chief electoral officer must, as soon as practicable, notify the designated local authority officer of a jurisdiction respecting the following in relation to an election or assent voting for the jurisdiction:
- (a)any notices given under section 48 [*notice of failure to file within no-penalty fee period*] in relation to a disclosure statement for a candidate or elector organization;
 - (b)any individuals or organizations that become subject to disqualification penalties referred to in section 60 (1) (a) or (b) [*disqualification lists–candidate or elector organization disqualification*].
- (2)As soon as practicable after being notified under subsection (1), the designated local authority officer must prepare a report respecting the notice, and the report must be presented at an open meeting of the local authority

In Penticton there are two candidates who have not filed within the penalty free time period:

Duffy Baker

Connie Sahlmark

Staff have been in contact with both candidates and have been advised that they are working with the LECF staff to ensure all of their paper work is filed by the late filing deadline. Should they fail to file by the late filing deadline they can be disqualified from running in a Local Government Election under after the next election in 2022, making the earliest they could run for office 2026 (assuming 4 year terms for Council are not changed in the meantime).

Should any information change, staff will provide Council with an update.

Respectfully submitted,

Laurie Darcus

Chief Election Officer

Concurrence

Acting Chief Administrative Officer
LD



Date: February 19, 2019
To: Peter Weeber, Chief Administrative Officer
From: Tobi Pettet, Engineer in Training
Subject: **Woodstock Road Upgrade**

File No: 5320

Staff Recommendation

THAT Council approve the installation of roadway improvements on Woodstock Road in 2019 which consists of reducing the speed limit from 50km/h to 20km/h, ensuring at least 3.5m clear width is maintained the entire segment of the slope, installing waiting areas at the top and bottom of the hill at least 6.0m in width, installing a barrier along the outer edge of the road, installing a curb on the inside of the slope along the road, and developing an emergency plan to provide access to the area in the case of a geotechnical issue at a cost of \$40,000 to be funded by the Asset Emergency reserve;

AND THAT commencing in 2020 the financial plan continue to set aside funds each year to fund a long term upgrade to Woodstock Road;

AND THAT staff be instructed to explore the use of a Local Area Service Bylaw to have benefitting property owners contribute funding to the project.

Background

Woodstock Rd, highlighted in Figure 1 below, is a winding single lane road that serves three residential properties. It was originally constructed with a steep grade (13%) and narrow width (between 3.5m 5.0m) by cutting into the existing slope with less than desirable native/imported fill material.



Figure 1 – Plan View of Woodstock Rd

In 2015 the City sought to better understand the costs associated with widening Woodstock Road. The City engaged Golder Associates Ltd. (Golder) and WSP Canada Inc. (WSP) to develop a conceptual design for a wider road and rock fall catchment area. Golder/WSP provided a report for the Conceptual Design and an Opinion of Probable Cost. The cost to widen the roadway to 6m with a rock fall catchment was estimated at \$977,000 (\$2019). In addition, a new water main and land acquisition will also be required. These will add a further \$560,000 for a total cost of \$1,537,000 (\$2019).

Woodstock Road was looked at again in 2018 by GeoStabilization International (GSI) who indicated that the road is showing signs of geotechnical instability, such as pavement cracking in the roadway shoulder. There are steep slopes on both sides of the road, with no drainage ditches or rock fall catchments. There is a high possibility of groundwater permeation through the slope and surface water infiltration through the slope. Due to the specific site conditions the road may be prone to geotechnical failure.

In early 2018 the City obtained a Proposal for Woodstock Road Stabilization and Widening from GSI. The work includes preliminary design and install of slope stability/erosion control system and protection and stability measures. Three rows of drilled and grouted soil nails would be installed with steel mesh along the slope face as well as a wire basket Geosynthetic Confined Soil (GCS) wall. The cost to stabilize the slope and widen the road to 5.5m was estimated at \$450,000 (\$2019). In addition, a new watermain and road reconstruction would also be required for an additional cost of \$370,000 yielding a total cost of \$820,000 (\$2019).

In January 2019, the City sought the assistance of a transportation engineer to evaluate Woodstock Road. It was noted that the ideal improvement would be to upgrade the roadway to current guidelines of the day. The cost of upgrading Woodstock Road to the current Subdivision and Development Bylaw standard by providing additional road width increases disproportionately to the width gained and will reflect the increasing amount of fill and/or retaining wall and/or land required for the works. The exact cost of building to bylaw standards has not been established but is expected to be considerably higher than either of the non-compliant 5.5 and 6.0m width solutions.

To improve the safety of the road it is recommended that improvements be made in 2019. The improvements include reducing the speed limit from 50km/h to 20km/h, ensuring at least 3.5m clear width is maintained the entire segment of the slope, installing waiting areas at the top and bottom of the hill at least 6.0m in width, installing a barrier along the outer edge of the road, installing a curb on the inside of the slope along the road, and developing an emergency plan to provide access to the area in the case of a geotechnical issue. The estimated cost to complete these improvements is \$40,000.

The long term plan is to upgrade the road. Table 1 below shows the comparison of various road upgrade options.

	GSI Slope Stabilization via soil nails	Golder/WSP Retaining Wall	Ideal Solution
Road Width	5.5m	6.0m	8.5m
Pavement edge	Asphalt Curb	Barrier Curb	Barrier Curb
Land Acquisition	Not required	Required	Required
Storm Drainage	Included	Included	Included
New Watermain	Included	Included	Included
Meets TAC's Lane Width Guideline	No	Yes	Yes
Meets S&D Bylaw Road Standards	No (Variance Required)	No (Variance Required)	Yes
Estimated Cost	\$820,000	\$1,537,000	Not established but significant

Table 1 – Comparison of Road Upgrade Options

Financial Implication

The estimated cost to make the short term improvements is \$40,000. The estimated cost for long term improvements range from \$820,000 to \$1,537,000 plus. The costs of a bylaw compliant road have not been established but would be significant.

Analysis

The funds set aside for future work for Woodstock Road upgrades are currently \$406,100. Originally, the plan was to set aside \$250,000 each year until there were sufficient funds to complete the project, however budget cuts had to be made in the previous years to address priority items and Woodstock Road did not received funding in 2018.

Staff recommend that the improvements for more immediate implementation as recommended by the transportation engineer be made to Woodstock Road this year and that the budget be accumulated over time to address the long term solution. In addition staff recommend that the use of a Local Area Service Bylaw to gain funding from benefitting property owners also be explored.

Should Council wish they could implement the recommendations of the transportation engineer in 2019 and move to the long term solution sooner by instructing staff to budget for the complete cost of the improvements in 2020 to either a 5.5m width or a 6.0m width. Council also has the option of instructing staff to take no action.

Alternate recommendations

1. THAT Council approve the installation of roadway improvements on Woodstock Road this year which consists of reducing the speed limit from 50km/h to 20km/h, ensuring at least 3.5m clear width is maintained the entire segment of the slope, installing waiting areas at the top and bottom of the hill at least 6.0m in width, installing a barrier along the outer edge of the road, installing a curb on the

inside of the slope along the road, and developing an emergency plan to provide access to the area in the case of a geotechnical issue at a cost of \$40,000 to be funded by the Asset Emergency reserve;

AND THAT staff be instructed to explore the use of a Local Area Service Bylaw to have benefitting property owners contribute funding to the project;

AND THAT Council instruct staff to bring to the 2020 budget a request to complete the long term upgrades to Woodstock road in 2020 to a 5.5m wide standard.

or

- 2. THAT Council approve the installation of roadway improvements on Woodstock Road this year which consists of reducing the speed limit from 50km/h to 20km/h, ensuring at least 3.5m clear width is maintained the entire segment of the slope, installing waiting areas at the top and bottom of the hill at least 6.0m in width, installing a barrier along the outer edge of the road, installing a curb on the inside of the slope along the road, and developing an emergency plan to provide access to the area in the case of a geotechnical issue at a cost of \$40,000 to be funded by the Asset Emergency reserve;

AND THAT staff be instructed to explore the use of a Local Area Service Bylaw to have benefitting property owners contribute funding to the project;

AND THAT Council instruct staff to bring to the 2020 budget a request to complete the long term upgrades to Woodstock road in 2020 to a 6.0m wide standard.

or



- 3. THAT Council instruct staff to take no action.

Respectfully submitted,

Tobi Pettet

Engineer in Training

Concurrence

<p>General Manager of Infrastructure</p> 	<p>City Engineer</p> <p>IC</p>	<p>Chief Financial Officer</p> 	<p>Acting Chief Administrative Officer</p> <p>LD</p>
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Bylaw No. 2019-04

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. 2019-04."

2. Amendment:

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

2.1 Amend Section 2.1.2 The Downtown and Urban Villages to include "A five storey high density format would be an option in the Downtown Commercial (DC) designated area of 24 Front Street."

READ A FIRST time this 5 day of February, 2019
A PUBLIC HEARING was held this 19 day of February, 2019
READ A SECOND time this day of , 2019
READ A THIRD time this day of , 2019
ADOPTED this day of , 2019

Notice of intention to proceed with this bylaw was published on the 8 of February, 2019 and the 13 of February, 2019 in the Penticton newspapers, pursuant to Section 94 of the Community Charter.

John Vassilaki, Mayor

Angie Collison, Corporate Officer

Development Variance Permit

Permit Number: DVP PL2018-8336

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: That Part of Lot 20A Shown on Plan B262; District Lot 202 Similkameen Division Yale District Plan 1067 Except Plan KAP81855
 - Civic: 24 Front Street
 - PID: 011-852-089

 - Legal: Lot 20A District Lot 202 Similkameen Division Yale District Plan 1067 Except Plans B262 and KAP81855
 - Civic: 24 Front Street
 - PID: 011-852-119

 - Legal: Lot 20 Block 5 District Lot 202 Similkameen Division Yale District Plan 269 Except Plan KAP81855
 - Civic: 24 Front Street
 - PID: 012-445-151
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 mixed-use building.
 - Section 11.5.2.5.ii: to increase the maximum permitted height of a building on Front Street from 15.0m to 19.9m.

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 19 day of February, 2019.

Issued this ___ day of _____, 2019

Angie Collison,
Corporate Officer

Bylaw No. 2018-78

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. 2018-78".

2. **Amendment:**

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

Rezone Lot 10, District Lot 250, Similkameen Division Yale District Plan 6505, located at 1473 Government Street from R1 (Large Lot Residential) to RM3 (Medium Density Multiple Housing).

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

READ A FIRST time this	20	day of	November, 2018
A PUBLIC HEARING was held this	4	day of	December, 2018
READ A SECOND time this	4	day of	December, 2018
READ A THIRD time this	4	day of	December, 2018
ADOPTED this		day of	, 2019

Notice of intention to proceed with this bylaw was published on the 23 day of November, 2018 and the 28 day of November, 2018 in the Penticton Western newspaper, pursuant to Section 94 of the *Community Charter*.

John Vassilaki, Mayor

Angie Collison, Corporate Officer

Rezone 1473 Government Street

From R1 (Large Lot Residential) To RM3 (Medium Density Multiple Housing)



City of Penticton – Schedule 'A'

Zoning Amendment Bylaw No. 2018-78

Date: _____

Corporate Officer: _____

Development Variance Permit

Permit Number: DVP PL2018-8310

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 10 District Lot 250 Similkameen Division Yale District Plan 6505
Civic: 1473 Government Street
PID: 011-090-436
3. This permit has been issued in accordance with Section 498 of the *Local Government Act*, to vary the following section of Zoning Bylaw 2017-08 to allow for the construction of an eighteen-unit apartment development.
 - Section 10.9.4.1: to increase the maximum hard surfacing of a lot from 60% to 66%.

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

Angie Collison,
Corporate Officer

Council Report

penticton.ca

Date: February 19, 2019
To: Peter Weeber, Chief Administrative Officer
From: Randy Houle, Planner I
Address: 484 Eckhardt Avenue West

File No: 2019 PRJ-004

**Subject: Zoning Amendment Bylaw No. 2019-05
Official Community Plan Amendment Bylaw No. 2019-06**

Staff Recommendation

Zoning Amendment

THAT "Zoning Amendment Bylaw No. 2019-05", a bylaw to rezone Lot 8 Block B District Lot 4 Group 7 Similkameen Division Yale (Formerly Yale Lytton) District Plan 930, located at 484 Eckhardt Avenue West from R2 (Small Lot Residential) to RD2 (Duplex Housing: Lane)," be given first reading and forwarded to the March 5, 2019 Public Hearing.

Official Community Plan Amendment

THAT prior to consideration of "OCP Amendment Bylaw No. 2019-06" 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. 2019-06," 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 March 5, 2019 Public Hearing.

Background

The subject property (Attachment A) is zoned R2 (Small Lot Residential) and designated by the City's Official Community Plan (OCP) as LR (Low Density Residential). Photos of the site are included as Attachment D. The lot is 702m² (7,556ft²) in area and features an older single family dwelling which is intended to be demolished. Surrounding properties are primarily zoned for single and multi-family development.

Surrounding properties are designated by the OCP as LR (Low Density Residential) and MFLD (Multi Family Low Density). The site is in a central location, close to the Kings Park and the SOEC. The close proximity to commercial nodes, parks and several amenities creates the potential for more density.

Proposal

The proposed rezoning will facilitate a subdivision of the subject property into two lots. On each of those lots, the developer is proposing to construct a front to back duplex. To facilitate this use, a rezoning to RD2 (Duplex Housing: Lane) is required. The conceptual renderings illustrate a two and half storey duplex, with living space on the main level, one bedroom in the basement, two bedrooms upstairs and a rooftop patio. The exact design will be thoroughly reviewed by staff through the development permit process after the rezoning and subdivision process is complete. All required parking will be accessed from the rear lane and provided on-site.

Financial implication

The City will receive Development Cost Charges of \$13,262.00 from the developer for the creation of the new lot in addition to the building permit fees, based on the cost of construction.

Technical Review

This application was forwarded to the City’s Technical Planning Committee and reviewed by the Engineering and Public Works departments. A new water and sewer connection will be required to service the additional lot as well as possible upgrades to existing services. Lane upgrade will be required as part of subdivision approval. A 2.5m road dedication will be obtained by the City through the subdivision process, which will help to achieve the desired 20.0m width of Eckhardt Avenue West. A demolition permit will be required for the existing structures on the property. As per City of Penticton Building Bylaw 2018-01 Section 14.4.i, 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, such as height restrictions, will apply.

New OCP

While the current OCP identifies this area as LR (Low Density Residential), the draft OCP that is currently under development and anticipated to be adopted this spring, identifies this area for ‘Detached Residential.’ This designation allows single detached dwellings with suites, carriage houses or duplexes where zoning permits. The proposed zoning amendment is in line with this future designation.

Development Statistics

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

Item	Requirement RD2 zone	Proposed Lot A	Proposed Lot B
Maximum Lot Coverage:	40%	36%	32%
Minimum Lot Width:	9.1m	9.14m	9.14m
Minimum Lot Area:	275.0m ²	351m ²	351m ²
Maximum Density:	0.95 FAR	0.78 FAR	0.52 FAR
Vehicle Parking:	1 space per dwelling unit (2 per lot)	2 spaces	2 spaces

Required Setbacks			
Front yard (north, Eckhardt Ave W):	4.5m	6.32m	4.5m
Rear yard (south, lane):	6.0m	12.39m	11.63m
Interior yard (west):	1.5m	1.5m	1.5m
Interior yard (east):	1.5m	1.56m	1.56m
Maximum Building Height:	10.5m (three storeys)	10.4m	7.8m
Other Information:	- The subject property is not located in a Development Permit Area, but staff are recommending that the property be included in the Downtown Multiple Family DPA to ensure the form and character of the buildings and landscaping are of high quality.		

Analysis

Zoning Amendment

Support Zoning Amendment Bylaw No. 2019-05

The OCP states that “when reviewing applications to allow duplexes within the LR designation, Council and staff should consider overall neighbourhood character and locating duplexes in areas that meet the following guidelines:”

- a) areas with existing duplexes;
- b) areas in close proximity to multiple family, commercial or institutional uses.
- c) predominately in single family areas undergoing redevelopment.
- d) duplexes shall have a high aesthetic value and be consistent with the character of the recipient neighbourhood.

With those guidelines in mind, staff can provide the following points:

- The surrounding neighbourhood features several duplex and multi-family zoned properties. More specifically, two duplexes are being constructed on both 453 and 461 Eckhardt Avenue West.
- The proposed development is in close proximity to commercial zoned properties as well as King’s Park, and transit routes
- The proposal is in a neighbourhood of an older building stock, with some minor development occurring in the form of exterior renovations and duplex construction.
- The conceptual renderings submitted with the application are of high aesthetic value with hardi-board and large picture windows. The elevations feature multiple projections, adding visual interest to the building. The design will be controlled by the development permit process, ensuring a high quality product that will fit-in with the surrounding neighbourhood.

Furthermore, Staff considers this development to be an appropriate use of the land for the following reasons:

- According to the City’s OCP, residential development should be accommodated through infill development. Set in an area with a combination of single family homes, multiple family homes, and small scale commercial uses, this application encourages a mixed range of housing, types, tenures and densities;

The plan supports residential intensification near commercial activities and institutional facilities (for example, the SOEC and King's Park) and supports densification in areas where existing services can accommodate higher densities.

The proposed rezoning allows for two sizeable duplexes to be constructed with no variances to City bylaws. Under the current R2 (Small Lot Residential) zone, a new three-storey single family dwelling could be constructed with a footprint of 3000ft², and could include a secondary suite or a two-storey carriage house. The carriage house could be setback 1.5m from the rear lane, which would have a larger impact on the neighbours to the south than the 12.0m rear setback for the proposed duplexes. If the rezoning is approved and the developer does not decide to follow through with the development, the existing single-family dwelling will still conform to the bylaw.

Given the information presented above, staff recommends that Council support "Zoning Amendment Bylaw No. 2019-05" and forward the application to the March 5, 2019 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 zoning shall remain as single family in which a carriage house could be built. If this is the case, Council should deny the bylaw amendment. Staff do not recommend this approach, as City policy clearly supports the proposal.

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

OCP Amendment

Support OCP Amendment Bylaw No. 2019-06

Including the property in a development permit (DP) area means that City staff can hold the developer to a high standard when it comes to landscaping and form and character (building material types, etc). Not including the property in a DP area could result in a re-design that maximizes the three full storey height, with vinyl siding and inadequate landscaping. Staff are recommending to include the property in the Downtown Multiple Family DP area to ensure the design is retained similarly as proposed and a professional landscape plan is submitted, along with a deposit for the landscape costs.

The Downtown Multiple Family Development Permit Area guidelines are intended to address the form and character of new multi-family buildings. The objective of these guidelines, according to the OCP, is to "ensure that the citing, form, character and landscaping of new multi-family development and exterior renovations and additions to existing buildings in the downtown area are compatible with the context of the traditional neighbourhood character in some downtown neighbourhoods."

Deny/Refer OCP Amendment

Council may feel that it is not necessary to include the subject property in a DP area. If this is the case, Council should deny the bylaw amendment.

Alternate Recommendations

1. THAT Council deny first reading of "Zoning Amendment Bylaw No. 2019-05" and deny first reading of "OCP Amendment Bylaw No. 2019-06."
2. THAT Council support first reading of "Zoning Amendment Bylaw No. 2019-05," but deny first reading of "OCP Amendment Bylaw No. 2019-06."
3. THAT Council support first reading of the bylaws with conditions.
4. THAT Council refer the bylaws back to staff.


Attachments

- Attachment A: Subject Property Location Map
- Attachment B: Zoning Map
- Attachment C: OCP Map
- Attachment D: Photos of Subject Property
- Attachment E: Conceptual Site Plan
- Attachment F: Subdivision Plan
- Attachment G: Conceptual Elevations
- Attachment H: Conceptual Floor Plans
- Attachment I: Letter of Intent
- Attachment J: Zoning Amendment Bylaw No. 2019-05
- Attachment K: Official Community Plan Amendment Bylaw No. 2019-06

Respectfully submitted,

Randy Houle
Planner I

Approvals

DDS 	Acting CAO LD
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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 – Photos of Subject Property



Figure 4: North view of subject property (from Eckhardt Avenue West)



Figure 5: North View showing western portion of property



Figure 6: North view showing neighbour to the east



Figure 7: South View (from the lane)

Attachment E – Conceptual Site Plan

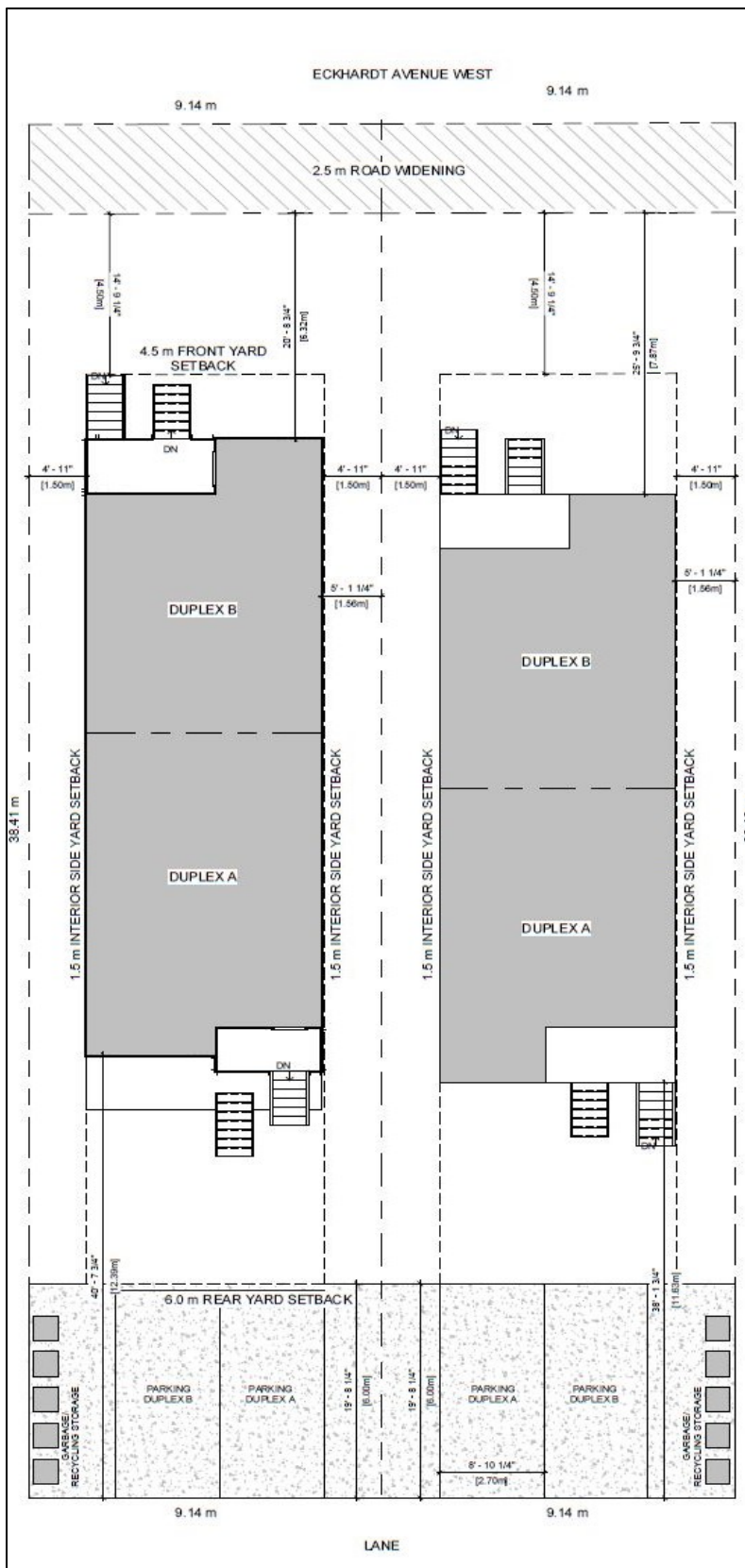


Figure 8: Conceptual Site Plan

Attachment F – Subdivision Plan

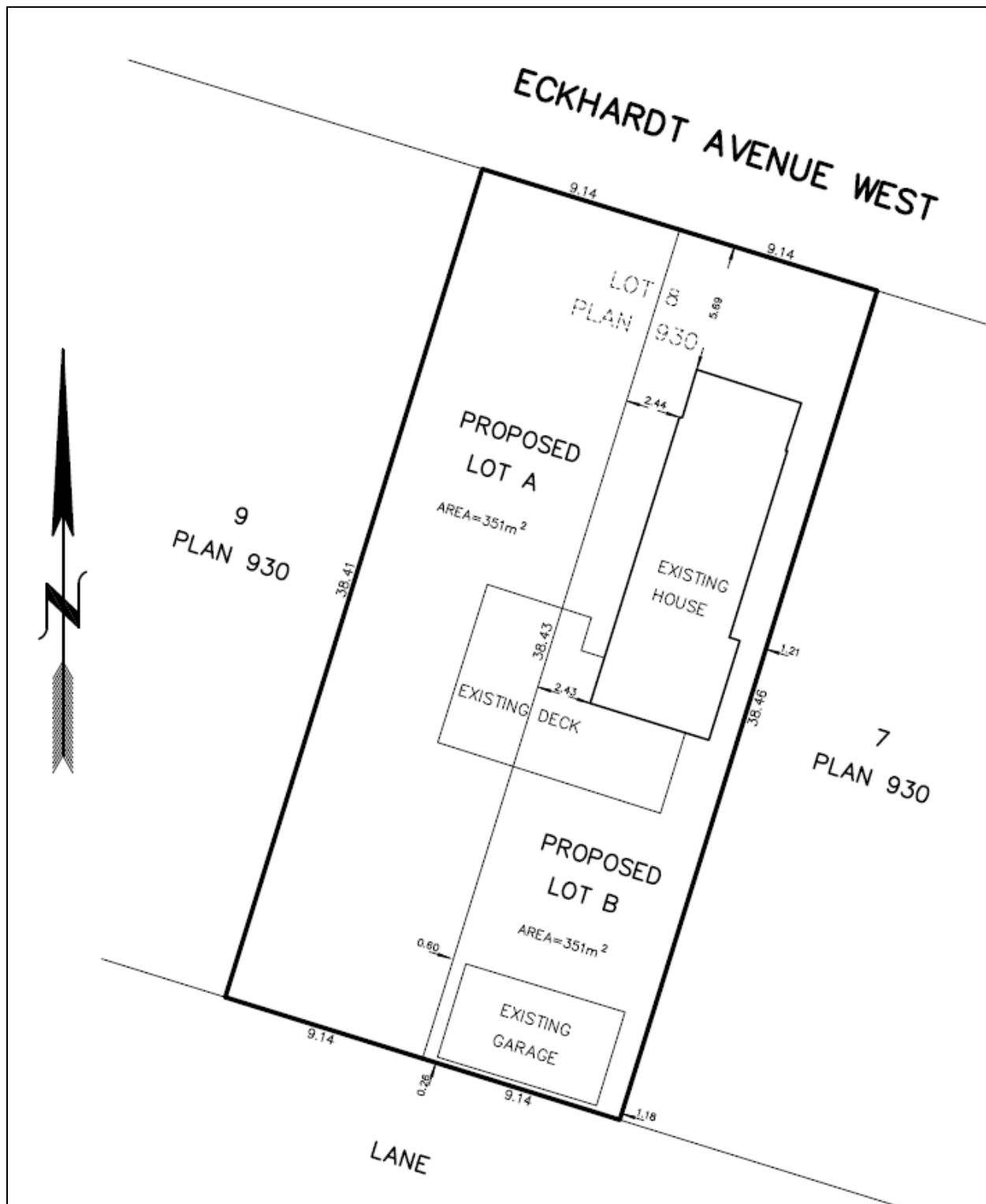


Figure 9: Subdivision Plan

Attachment G – Conceptual Elevations

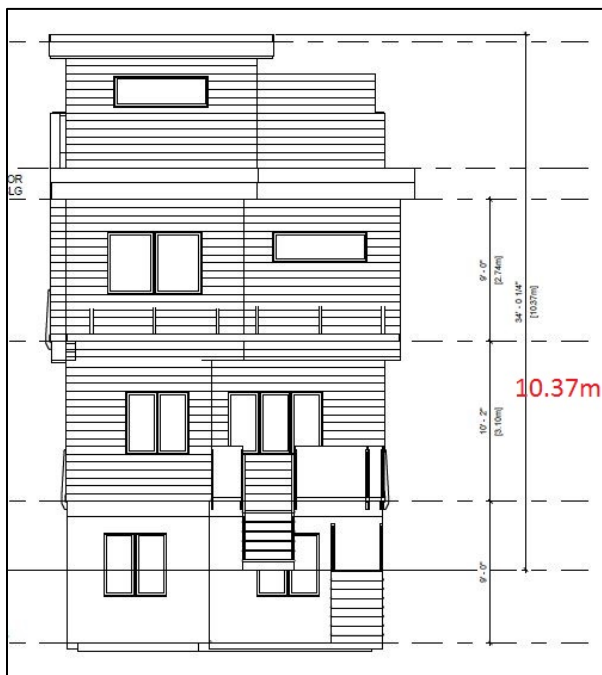


Figure 10: North Elevation (from Eckhardt Ave W)

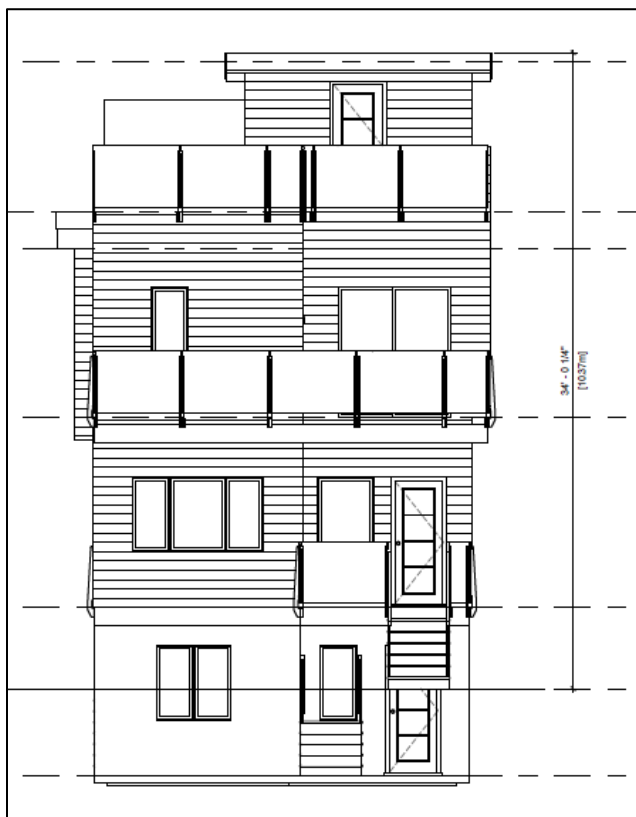


Figure 11: South Elevation (from the lane)

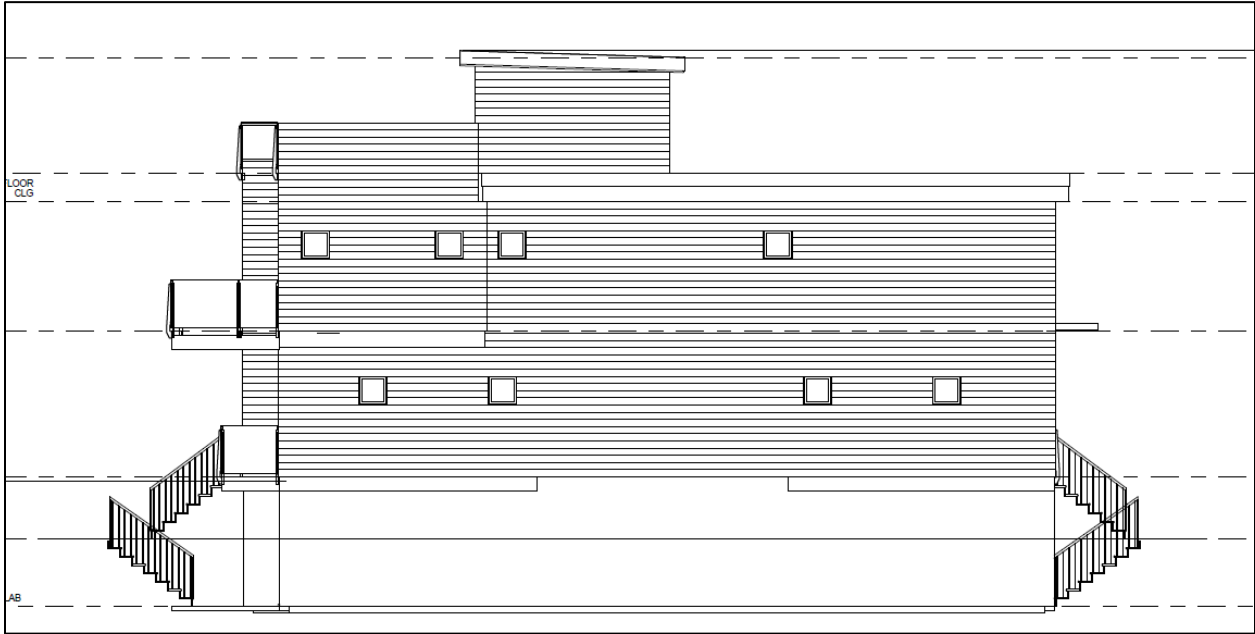


Figure 12: East elevation

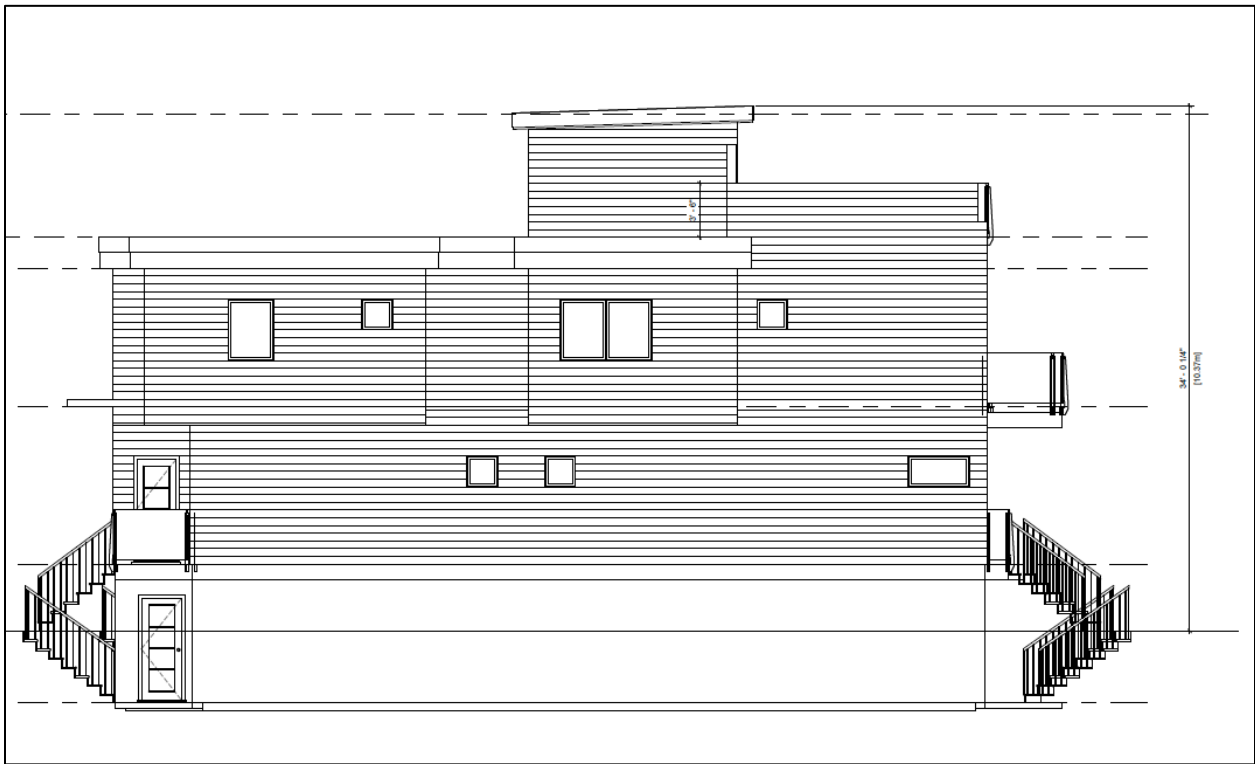


Figure 13: West Elevation

Attachment H – Conceptual Floor Plans

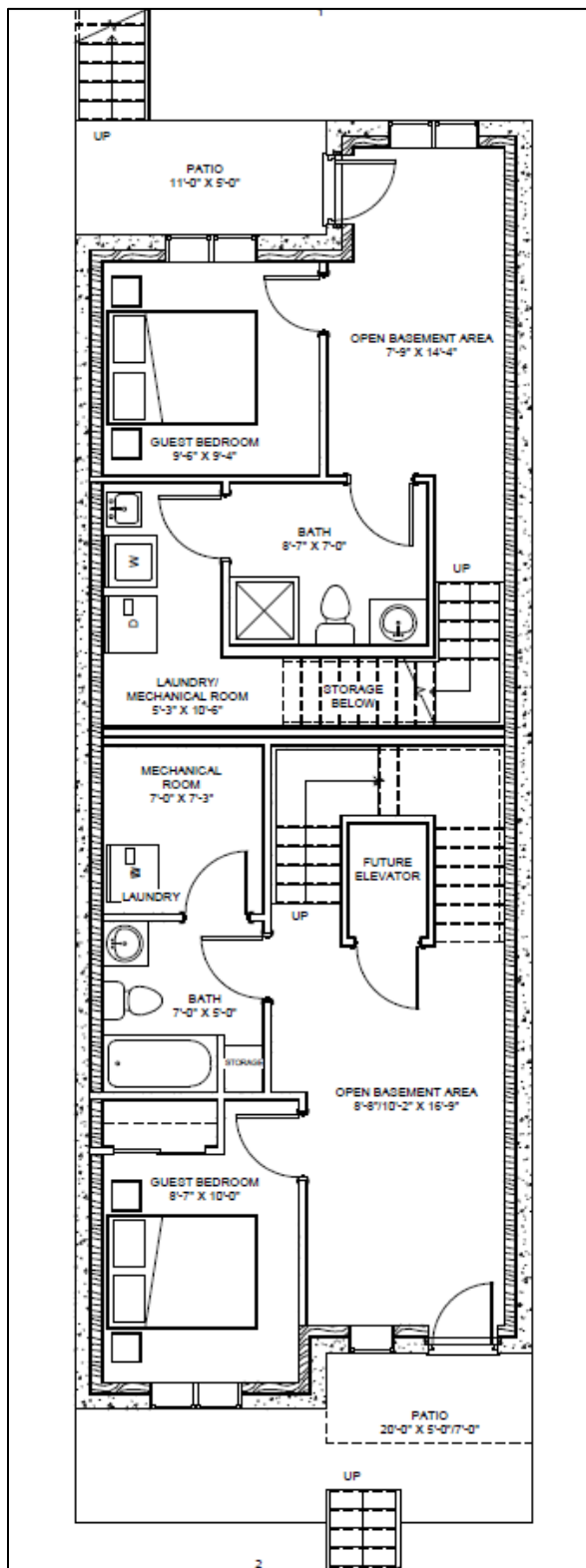


Figure 14: Basement Floor Plan

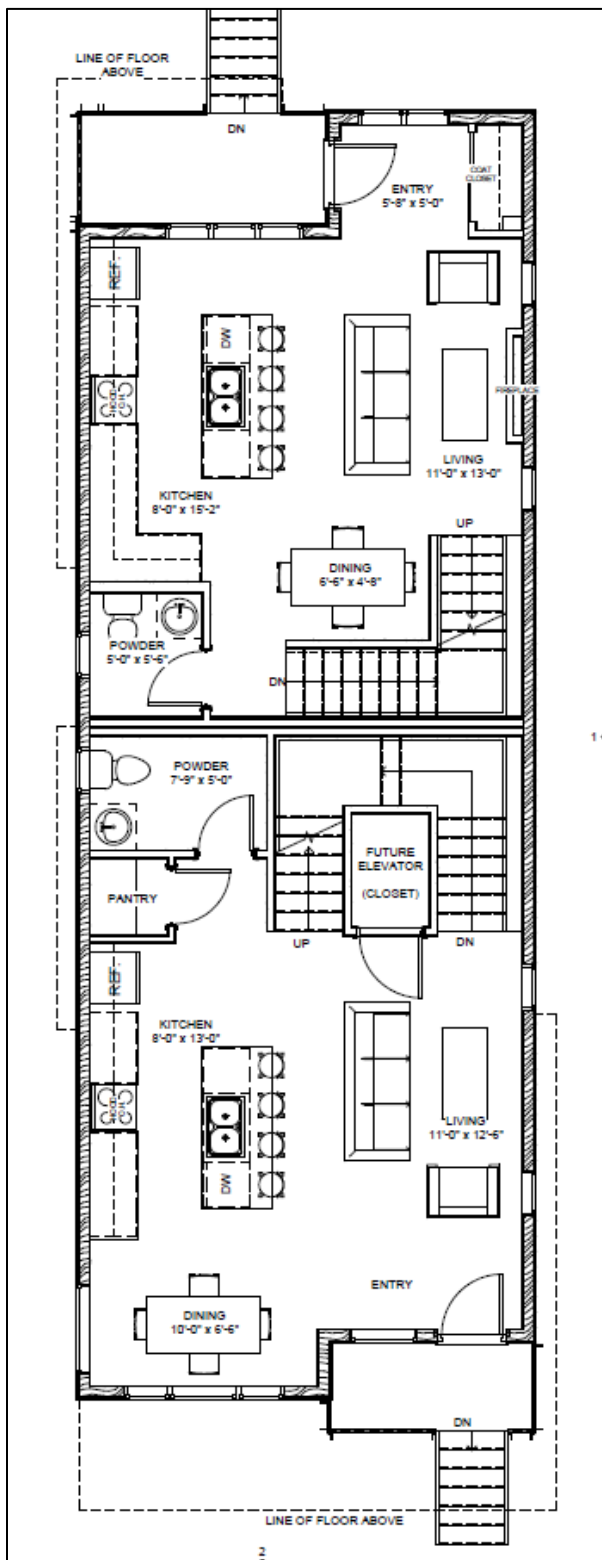


Figure 15: Main Floor Plan

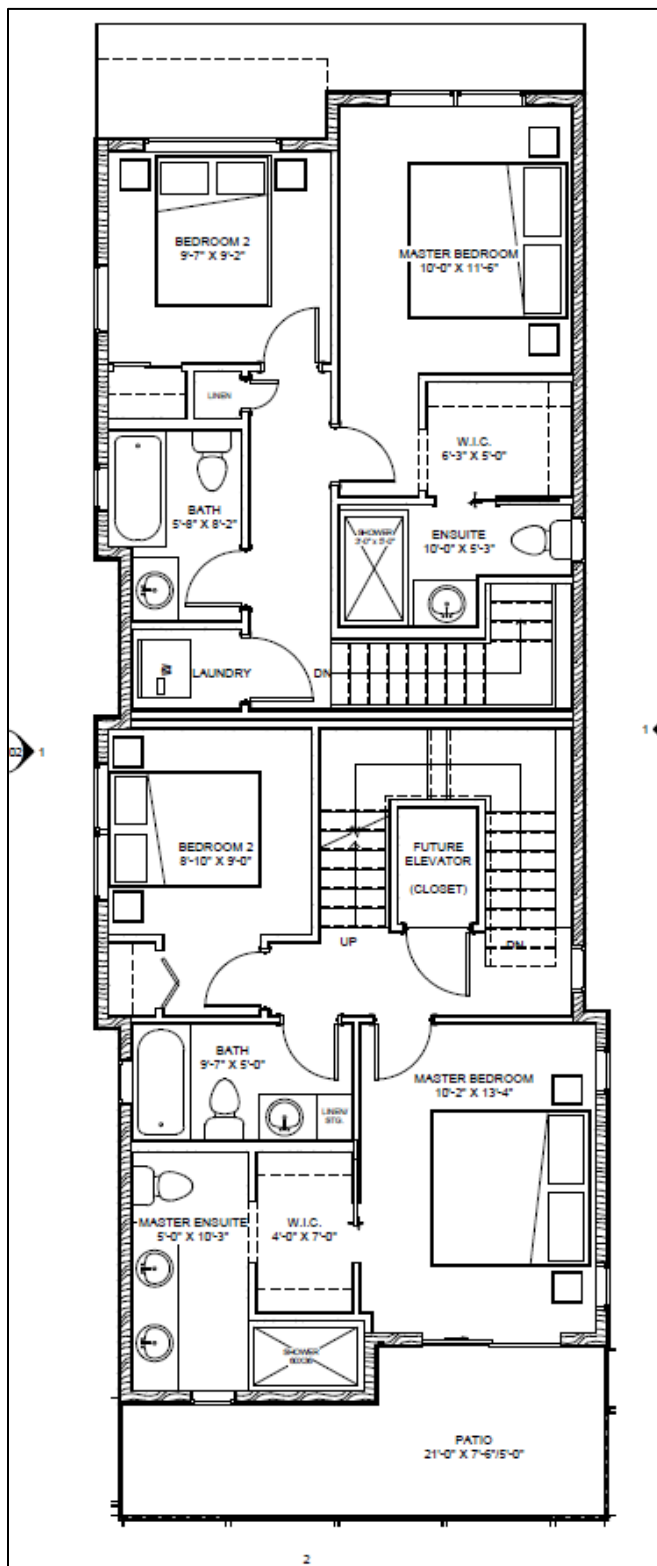


Figure 16: Second Storey Plan

Attachment I - Letter of Intent

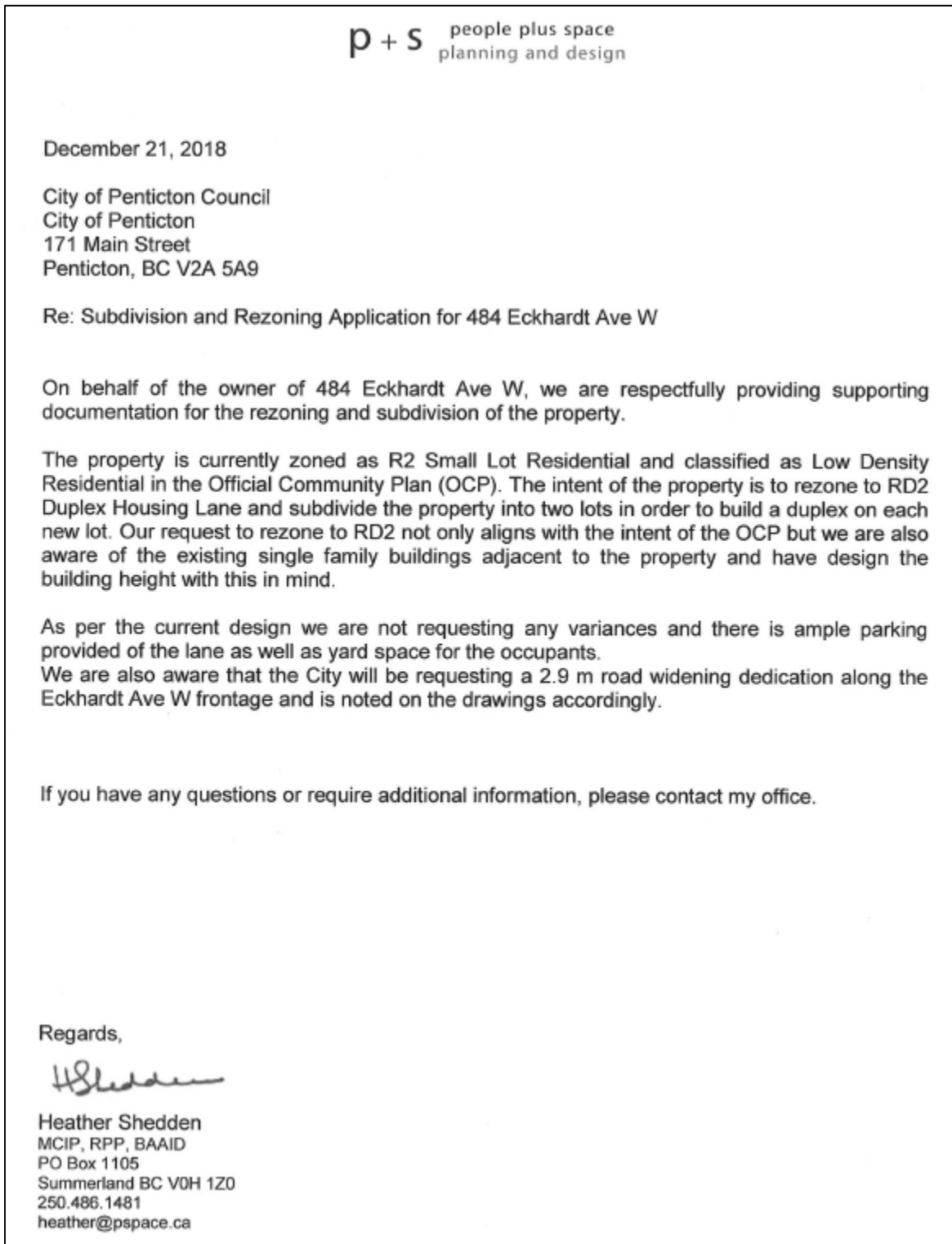


Figure 17: Letter of Intent

Bylaw No. 2019-05

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. 2019-05".

2. Amendment:

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

Rezone Lot 8, Block B District Lot 4 Group 7 Similkameen Division Yale (Formerly Yale Lytton) District Plan 930, located at 484 Eckhardt Avenue West from R2 (Small Lot Residential) to RD2 (Duplex Housing: Lane).

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

READ A FIRST time this day of , 2019

A PUBLIC HEARING was held this day of , 2019

READ A SECOND time this day of , 2019

READ A THIRD time this day of , 2019

RECEIVED the approval of the day of , 2019

Ministry of Transportation on the

ADOPTED this day of , 2019

Notice of intention to proceed with this bylaw was published on the __ day of ____, 2019 and the __ day of ____, 2019 in the Penticton Western newspaper, pursuant to Section 94 of the *Community Charter*.

John Vassilaki, Mayor

Approved pursuant to section 52(3)(a) of the *Transportation Act*
this _____ day of _____, 2019

for Minister of Transportation & Infrastructure

Angie Collison, Corporate Officer

Rezone 484 Eckhardt Avenue West
From R2 (Small Lot Residential) to RD2 (Duplex Housing: Lane)



City of Penticton – Schedule 'A'

Zoning Amendment Bylaw No. 2019-05

Date: _____

Corporate Officer: _____

484 Eckhardt Avenue West

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



City of Penticton – Schedule 'A'

Official Community Plan Amendment Bylaw No. 2019-06

Date: _____

Corporate Officer: _____

Council Report

penticton.ca

Date: February 19, 2019
To: Peter Weeber, Chief Administrative Officer
From: Randy Houle, Planner I
Address: 253 Norton Street

File No: 2018 PRJ-251

Subject: **Zoning Amendment Bylaw No. 2019-07**
Development Variance Permit PL2018-8429
Development Permit PL2018-8430

Staff Recommendation

Zoning Amendment

THAT "Zoning Amendment Bylaw No. 2019-07", a bylaw to rezone Lot A District Lot 202 Similkameen Division Yale District Plan KAP83201, located at 253 Norton Street from RM4 (High Density Multiple Housing) to RM3 (Medium Density Multiple Housing), be given first reading and forwarded to the March 5, 2019 Public Hearing.

Development Variance Permit

THAT delegations and submissions be heard at the March 5, 2019 Public Hearing for "Development Variance Permit PL2019-8429" for Lot A District Lot 202 Similkameen Division Yale District Plan KAP83201, located at 253 Norton Street, a permit that:

- Increases the allowable architectural projection that constitutes less than 25% of the wall face to which it is attached to less than 35% of the wall face to which the projection is attached,
- Decreases the minimum interior side yards from 4.5m to 2.0m; and,
- Increases the maximum hard surfacing of a lot from 60% to 69%,

AND THAT Council consider "DVP PL2018-8429" following the adoption of "Zoning Amendment Bylaw No. 2019-07."

Development Permit

THAT Council, subject to adoption of "Zoning Amendment Bylaw No. 2019-07" approve "Development Permit PL2018-8430" for 253 Norton Street, a permit that allows for the construction of a 16 unit, townhouse development.

Strategic Objective

The subject application demonstrates alignment with the Council Priority of Community Building. The application represents smart growth by increasing density in areas where existing services are in place, and in areas close to transit, commercial and employment centers.

Background

The subject property (Attachment A) is currently zoned RM4 (High Density Multiple Family) and designated by the City's Official Community Plan as HR (High Density Residential). Photos of the site are included as Attachment D. The subject property is approximately 1,904m² (20,494ft²) in area. Two single family dwellings and garages were demolished in 2007. A metal storage container and mobile office building will be removed from the property as part of the development process. The property is located in close proximity to the downtown, in an area slowly undergoing re-development. A four-storey, 16-unit apartment building borders the subject property to the north while a duplex building with suites borders the subject property to the south. Across the lane to the west are several duplexes and single family dwellings. Surrounding properties are primarily zoned for duplexes and multiple family. The current OCP calls for high density residential in this neighbourhood, indicating a desire for 4-8 storey apartment buildings.

In March of 2007, the subject property was rezoned from duplex to multi-family to allow for the construction of an eight storey, 33-unit apartment building (Attachment J). A Development Variance Permit was issued that reduced the north and south setbacks to 3.5m. A Development Permit was issued for the apartment building but the project never commenced. In 2007, two houses with accessory buildings were demolished and the lot has remained vacant since then.

Proposal

The applicant is proposing to construct four, 4 unit townhouses for a total of 16 units on the site. Two townhouse blocks will face Norton Street with two facing the lane. A central courtyard runs from Norton to the lane providing access to the lane facing units. Since townhouses are not permitted in the RM4 (High Density Multiple Housing) zone, a rezoning to RM3 (Medium Density Multiple Housing) is required.

Secondly, the applicant is requesting a Development Variance Permit to vary the following sections of Zoning Bylaw No. 2017-08:

- Section 4.9.1 (Table 4.1): to increase the allowable architectural projection that constitutes less than 25% of the wall face to which it is attached to less than 35% of the wall face to which the projection is attached.
- Section 10.9.2.7.i: to decrease the minimum interior side yards from 4.5m to 2.0m.
- Section 10.9.4.1: to increase the maximum hard surfacing of a lot from 60% to 69%.

Lastly, the property is located within the High Density Development Permit area and requires development permit approval for the form and character (architectural style, materials etc.) of the buildings and landscaping.

Financial implication

The City will receive Development Cost Charges from the developer at a rate of \$5,548 per dwelling unit for a total of \$88,768.00 in addition to building permit fees, based on the cost of construction. A new sidewalk with curb and gutter across the entire frontage of the property will be constructed at no cost to the City.

Technical Review

This application was forwarded to the City's Technical Planning Committee (TPC) and reviewed by the Engineering and Public Works Departments. As per City of Penticton Building Bylaw 2018-01 Section 14.4.i, storm water/drainage is to be maintained on site. Extensive road works will be required along the Norton Street frontage including sidewalk, curb and gutter as well as lane upgrade. There are existing power poles along Norton Street that may require re-locating if conflicting with driveway access. Multiple sewer and water connections exist on the property which will need to be decommissioned and upgraded as required. If the requests for the zoning amendment, variances and development permit are supported, BC Building Code and City bylaw provisions, such as height restrictions, will apply.

New Official Community Plan (2019)

While the City's current Official Community Plan (2002) identifies this area as HR (High Density Residential), the draft OCP that is currently under development and anticipated to be adopted this spring, identifies this area for 'ground orientated residential.' This designation envisions townhouses, or duplexes with suites up to 3 ½ storeys in height. The proposed townhouses are more reflective of the current development trends in the area, providing for a wider variety of housing types as opposed to apartment units. The current proposal is more in-line with the draft OCP than the current OCP.

Development Statistics

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

Item	Requirement RM3 zone	Proposed
Maximum Lot Coverage:	50%	42.3%
Maximum Density:	1.6 FAR	1.19 FAR
Minimum Lot Width:	25.0m	51.421m
Minimum Lot Area:	1,400m ²	1,903.34m ²
Vehicle Parking:	1 space per dwelling unit (16) + 0.25 per unit (4) for visitors = (20 total)	23 spaces
Required Setbacks		
Front yard (east, Norton Street):	3.0m	3.0m
Rear yard (west, lane):	6.0m	6.0m
Interior yard (north):	4.5m	2.0m (variance required)
Interior yard (south):	4.5m	2.0m (variance required)
Maximum Building Height:	24.0m	9.5m
Amenity Area:	20m ² per unit (320m ² total)	388.03m ²
Hard Surfacing:	60%	68.3% (variance required)

Analysis

Zoning Amendment

Support "Zoning Amendment Bylaw No. 2019-07"

The OCP designation for this site is HR (High Density Residential). The HR designation envisions a higher density product than what is being proposed. That said there is ample policy support in the OCP to support the zoning to RM3. Furthermore, the draft OCP (2019) currently under development, has reevaluated this area and is indicating a preference for more ground oriented multi family, which is in-line with what is being proposed. Staff consider that the zoning amendment to allow for the proposed development represents an appropriate use of the land for the following reasons:

- The proposal is consistent with the OCP's view that infill residential development is an appropriate method of maximizing the use of land and increasing housing choices for Penticton residents.
- The OCP encourages densification in areas where existing services can accommodate higher densities, which is the case here.
- The proximity to the downtown, Okanagan beach, and other nearby services encourages more walking and active forms of transportation.
- The current proposal will convert an underutilized lot into sixteen new, 3-bedroom dwelling units in a desirable location.

In addition, staff consider the proposed townhouses to be a better fit for the property and the neighbourhood than an apartment building. An apartment building would have a significantly greater impact on the neighbourhood, both in terms of privacy and viewscape. The 33-unit proposal from 2007 featured primarily 1 and 2 bedroom units, whereas the current proposal is all 3-bedroom units. This could allow for close to the same amount of people living on-site, without the negative impacts that an eight storey building would have on the surrounding neighbourhood.

Staff consider that the design is suitable and consistent with the redevelopment trends in the area. The location of the site and characteristics of the surrounding neighbourhood make it appropriate for a medium density development rather than a high density development. Given the above, staff recommends that Council support "Zoning Amendment Bylaw No. 2019-07" and forward the application to the March 5, 2019 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 zoning shall remain for high density residential. If this is the case, Council should deny the bylaw amendment. Staff do not recommend this, as the draft OCP (2019) really does support the conversion of this site to townhousing as opposed to apartment. Alternatively, Council may wish to refer the matter back to staff to work with the applicant with any direction that Council considers appropriate.

Development Variance Permit

Support Variance

When considering a variance to a City bylaw, staff encourages Council to be mindful as to whether approval of the variance would cause a negative impact on neighbouring properties and if the variance request is reasonable.

Section 4.9.1 (Table 4.1): to increase the allowable architectural projection that constitutes less than 25% of the wall face to which it is attached to less than 35% of the wall face to which the projection is attached.

- The zoning bylaw allows minor projections into setbacks, so long as it is only 25% of the wall face to which it is attached and it projects a maximum distance of 0.6m. In the proposed design, 35% of the west units projects a distance of 0.6m towards the lane. This is valuable floor space gained for an expanded master bedroom and main floor bathroom, increasing the livability of the units. The 6.0m setback is still maintained on the lower garage level, which allows enough space for vehicles to park in front of the garages, without hanging out onto the lane. The projections add variation and character to the building and will provide for an interesting façade. The impact on the neighbours is limited, given that the rear yard setback and lane acts as a buffer from the residents across the lane.

Section 10.9.2.7.i: to decrease the minimum interior side yards from 4.5m to 2.0m.

- The developer is proposing a variance from 4.5m to 2.0m along both the north and south sides. The reduced setbacks allow the developer to create adequately sized units, thus increasing livability for the end resident. Through the design process, City staff requested a central stairwell to provide easy access from Norton Street to the lane for emergency services and residents. This ultimately pushed the buildings further apart and closer to the side yard setbacks. Overall, this feature provides for an improved design and reduces the massing of what would have been a wider building form with no breaks in the façade. The developer has incorporated several design and landscape features to limit the negative impacts that a reduced setback could have. These are as follows:
 - Limited windows along the side elevations help to limit privacy concerns.
 - A 6ft fence will be constructed along both the north and south property line.
 - The 2.0m side yard setback is more of a side walkway rather than a backyard space for the residents, with three trees planted in the area to help screen the building.
 - The building follows the grade down the slope, reducing the overall height and impact on the neighbours.
- Staff consider that a variance request to 2.0m for a three storey townhouse is a better outcome than an apartment tower with a side yard setback of 4.5m. The eight-storey proposal from 2007 received a variance for the side yards from 4.5m to 3.5m, which would have had a greater impact on the neighbourhood. It is important to note that on any of the single family and duplex zoned properties in the City, a developer could construct a three storey building within 1.5m from the interior side yards.

Section 10.9.4.1: to increase the maximum hard surfacing of a lot from 60% to 69%.

- The developer is proposing to increase the maximum hard surfacing of a lot from 60% to 69%. The maximum hard surfacing requirement is in place to insure storm water measures are followed and for aesthetic purposes. The proposed building lot coverage of 42% is much less than the 50% permitted, with the driveways increasing the hard surfacing to 69%. The driveways are broken up with landscaping and a grass amenity area is proposed between the units. The grass will help to absorb storm water and provide aesthetic value within the development. The storm water management will be addressed through the building permit stage to ensure it is all retained on site and does not impact adjacent properties. The 9% variance equates to approximately 1600ft², which is minimal in a larger development. As per the City's zoning bylaw, gravel is not counted as hard surfacing. Therefore, the developer could gravel surface some of the driveways to meet the hard-surfacing maximum. This is not a desirable outcome for the developer or the City and given the any stormwater issues will be dealt with on-site the variance proposed is considered to have a negligible impact on the overall impact of the development.

For the reasons listed above, Staff feel that the variances requested are reasonable, do not unreasonably impact the adjacent neighbours and will result in a desirable end product for both the end residents and surrounding neighbourhood. Staff have work diligently with the applicant and their designer to reduce the number of inconsistencies with the Zoning Bylaw and are comfortable with the 3 variances that are presented herein. Given these considerations staff are recommending that Council, after hearing no serious objections from the surrounding neighbourhood, support the application.

Deny/Refer Variances

Council may consider that the proposed variances will negatively affect the adjacent properties. Council may consider requiring the developer to reduce the width of the buildings to meet the interior yard setback or incorporate more landscaping into the site design to reduce hard surfacing. If this is the case, Council should deny the variances. Staff do caution that a reduction in building widths will require a complete redesign of the project and may result in the loss of units, bringing the viability of the project into question.

Development Permit

Support Development Permit

The subject property is located within the High Density Development Permit Area. As a consequence, a Development Permit is required. The Development Permit Area guidelines are intended to address the form and character of new multi-family buildings and ensure landscaping requirements are met. Staff feel that the proposed development meets the intent of the Development Permit Guidelines as explained below:

- The entrances have street orientation on Norton with narrow driveways broken up by strips of landscaping. The sidewalk entries create an aesthetically pleasing connection to the street.
- The landscape plan features a variety of different plants and trees as well as grass and bark mulch.
- The new sidewalk, paid for by the developer will significantly benefit the surrounding neighbourhood by improving walkability and street aesthetics.

- The building material type will be comprised of a mix of hardi-board and stucco, with picture windows and stone bordered entry doors, thus creating visual interest to the building.
- The decks and grass areas will provide valuable amenity space to future residents of the development.

Staff consider that the plans submitted meet the intent of the DPA guidelines and generally conform to the zoning bylaw. As such, staff recommend that Council approve the Development Permit application.

Deny/Refer Development Permit

Council may consider that the proposal does not reflect the current built form of the neighbourhood, or that the development should soften the impact on neighbouring properties. If this is the case, Council should deny the permit.

Alternate Recommendations

1. THAT Council deny first reading of "Zoning Amendment Bylaw No. 2019-07" and deny support for DVP PL2018-8429 & DP PL2018-8430.
2. THAT Council give first reading to "Zoning Amendment Bylaw No. 2019-07" but deny support for DVP PL2018-8429 & DP PL2018-8430.
3. THAT Council give first reading to "Zoning Amendment Bylaw No. 2019-07" and support DVP PL2018-8429 & DP PL2018-8430 with conditions that Council feels are appropriate.


Attachments

- Attachment A: Subject Property Location Map
- Attachment B: Zoning Map
- Attachment C: OCP Map
- Attachment D: Photos of Subject Property
- Attachment E: Site Plan
- Attachment F: Landscape Plan
- Attachment G: Elevations
- Attachment H: Proposed Renderings
- Attachment I: Floor Plans
- Attachment J: 2007 Proposal for 33-unit Apartment Building
- Attachment K: Letter of Intent
- Attachment L: Development Variance Permit PL2018-8429
- Attachment M: Development Permit PL2018-8430
- Attachment N: Zoning Amendment Bylaw No. 2019-07

Respectfully submitted,

Randy Houle
Planner I

Approvals

DDS 	ACAO LD
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Attachment A – Subject Property Location Map



Figure 1: Subject Property Location Map

Attachment B – Zoning Map

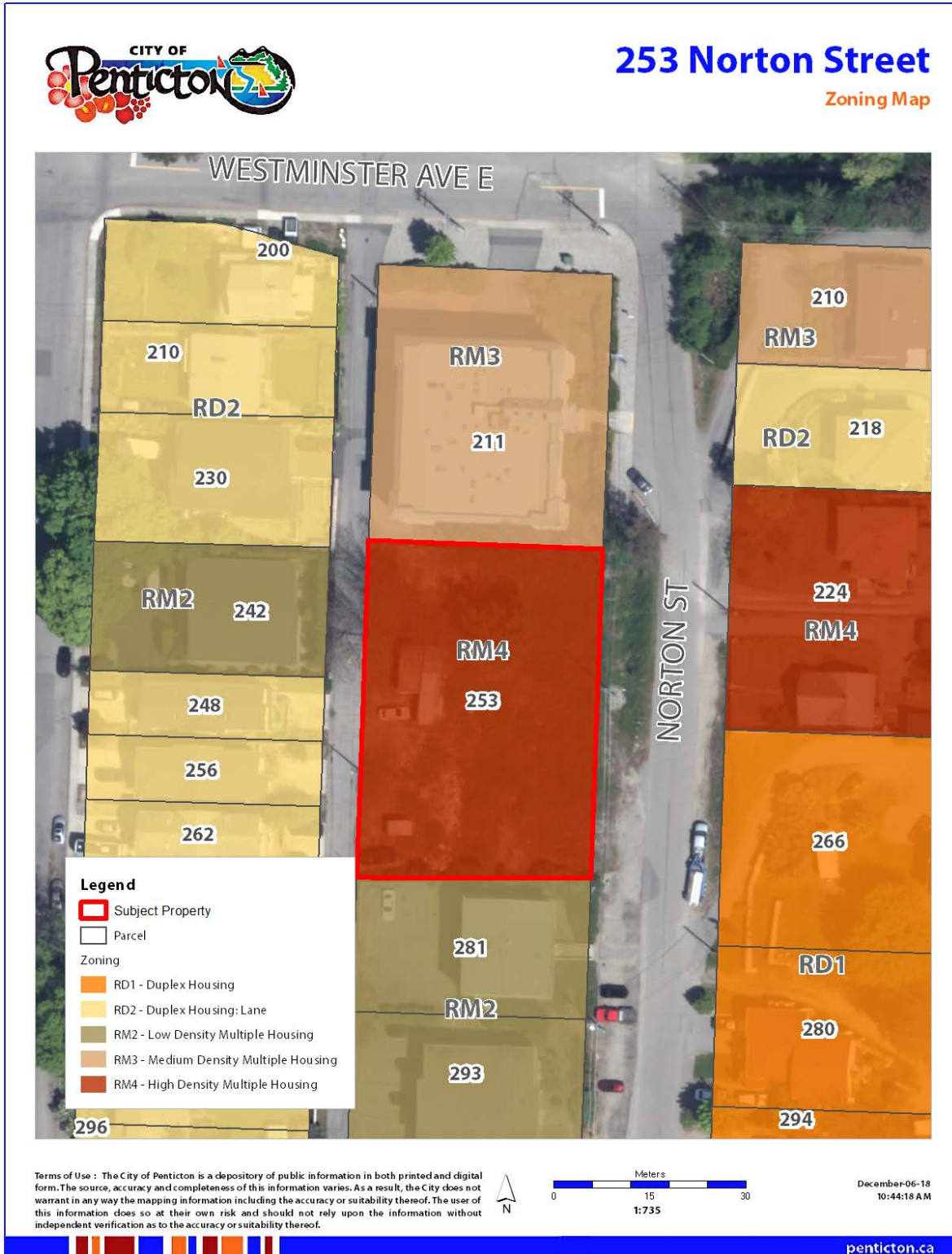


Figure 2: Zoning Map

Attachment C- OCP Map



Figure 3: OCP Map

Attachment D – Photos of Subject Property



Figure 4: East View of Subject Property (from Norton Street)



Figure 5: East View showing duplex building to the south



Figure 6: East View showing apartment building to the north



Figure 7: North View of Subject Property



Figure 8: North View of Subject Property



Figure 9: West View of Subject Property (from the lane)



Figure 10: West View of Subject Property showing steep elevation



Figure 11: South View showing rear lane elevation

Attachment E – Site Plan

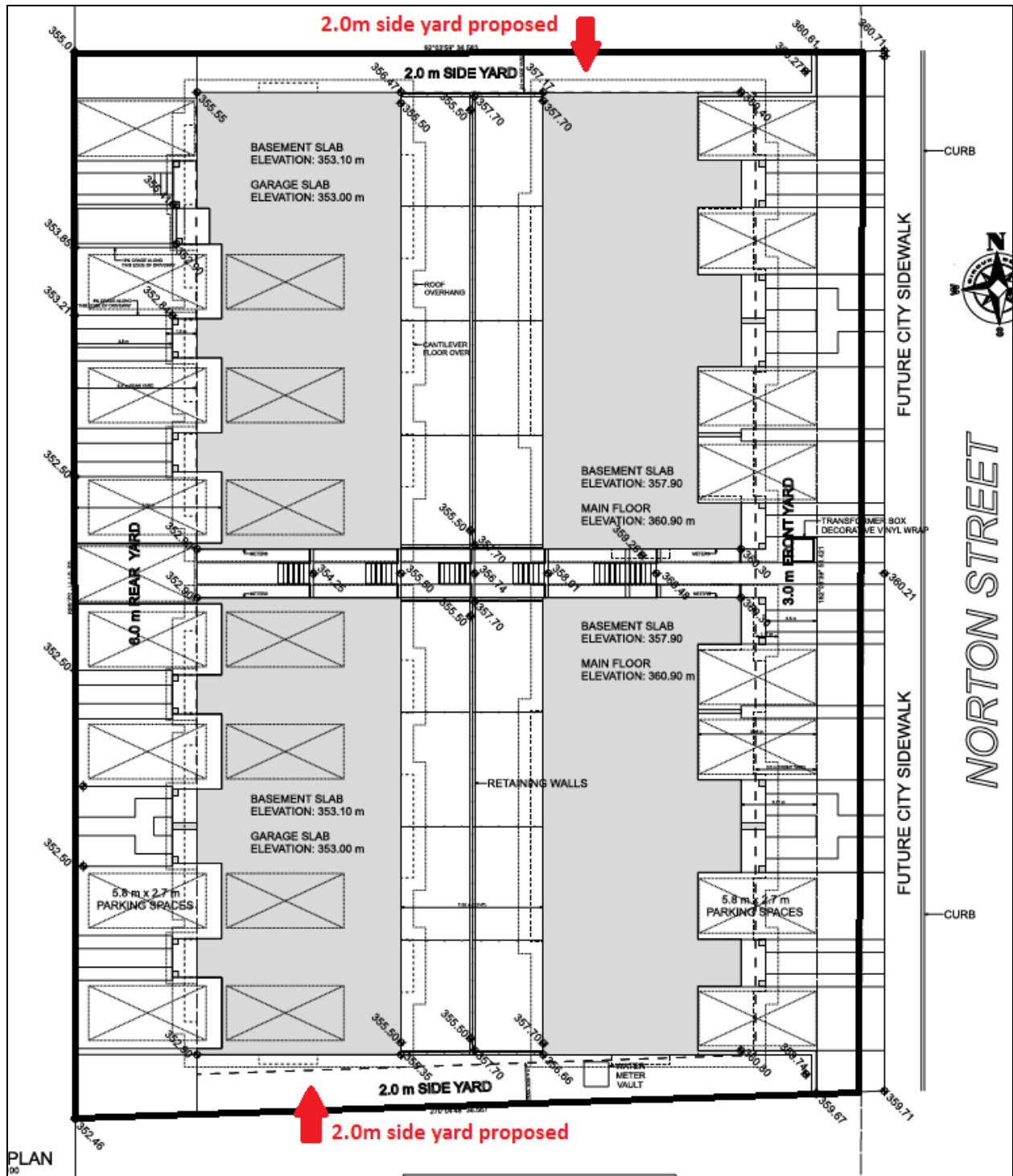


Figure 12: Site Plan

Attachment F – Landscape Plan

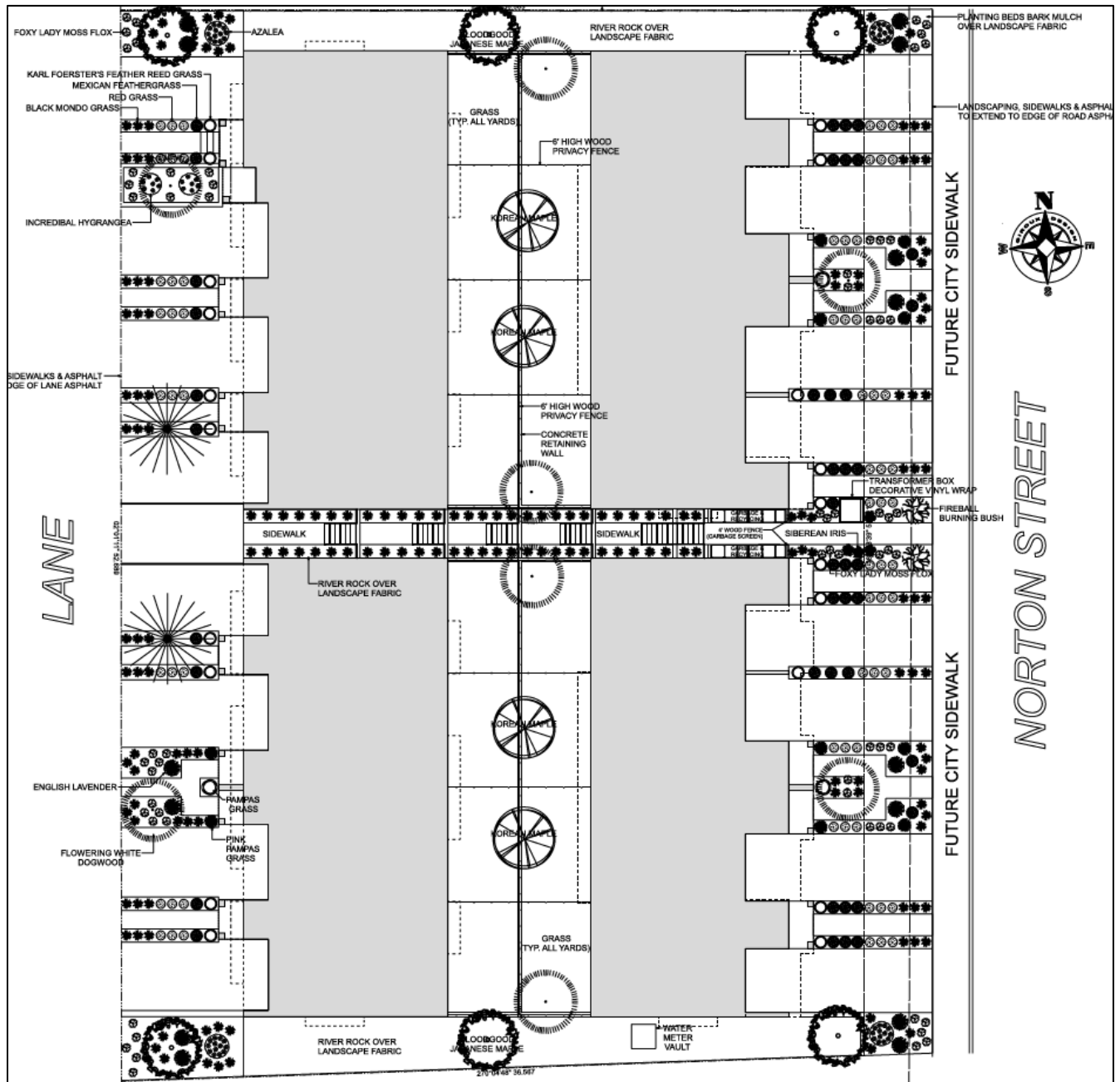


Figure 13: Landscape Plan

Attachment G – Elevations



Figure 14: East Elevation (from Norton Street)



Figure 15: West Elevation (from the lane)



Figure 16: South Elevation



Figure 17: North Elevation

Attachment H – Proposed Renderings



Figure 18: East Rendering (from Norton Street)



Figure 19: West Rendering (from the lane)

Attachment I - Floor Plans

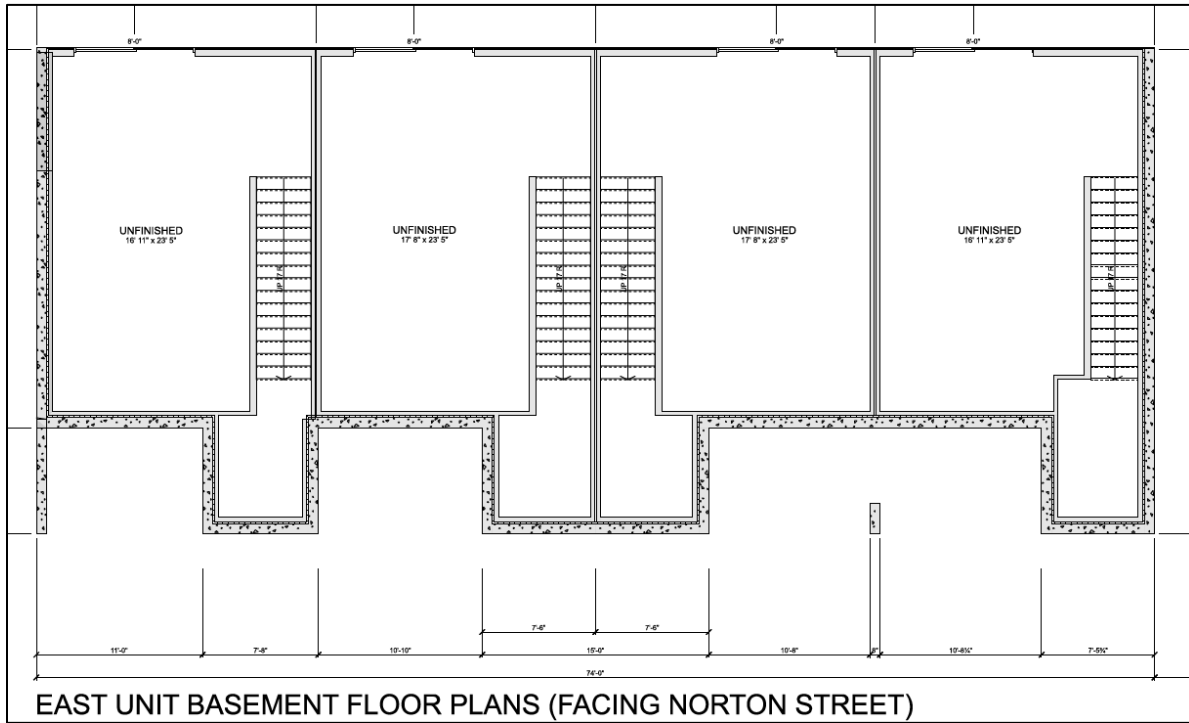


Figure 20: East Units Basement Floor

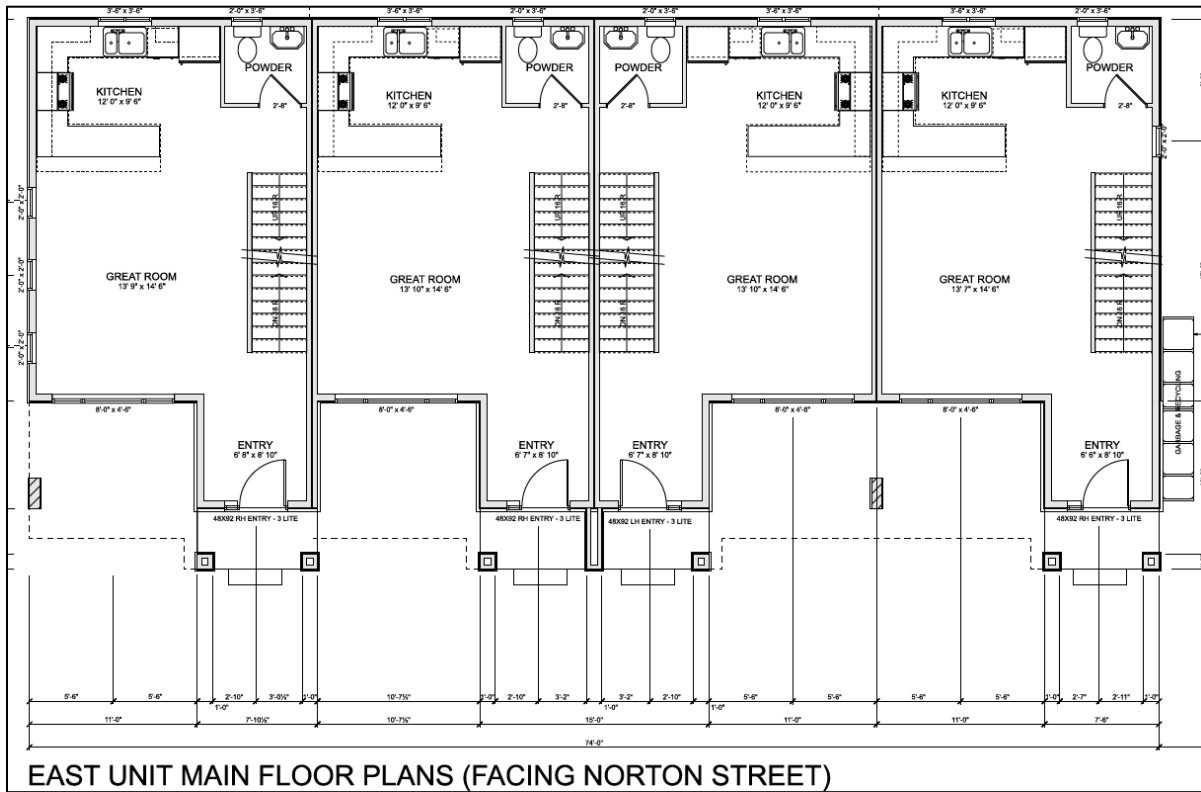


Figure 21: East Units Main Floor

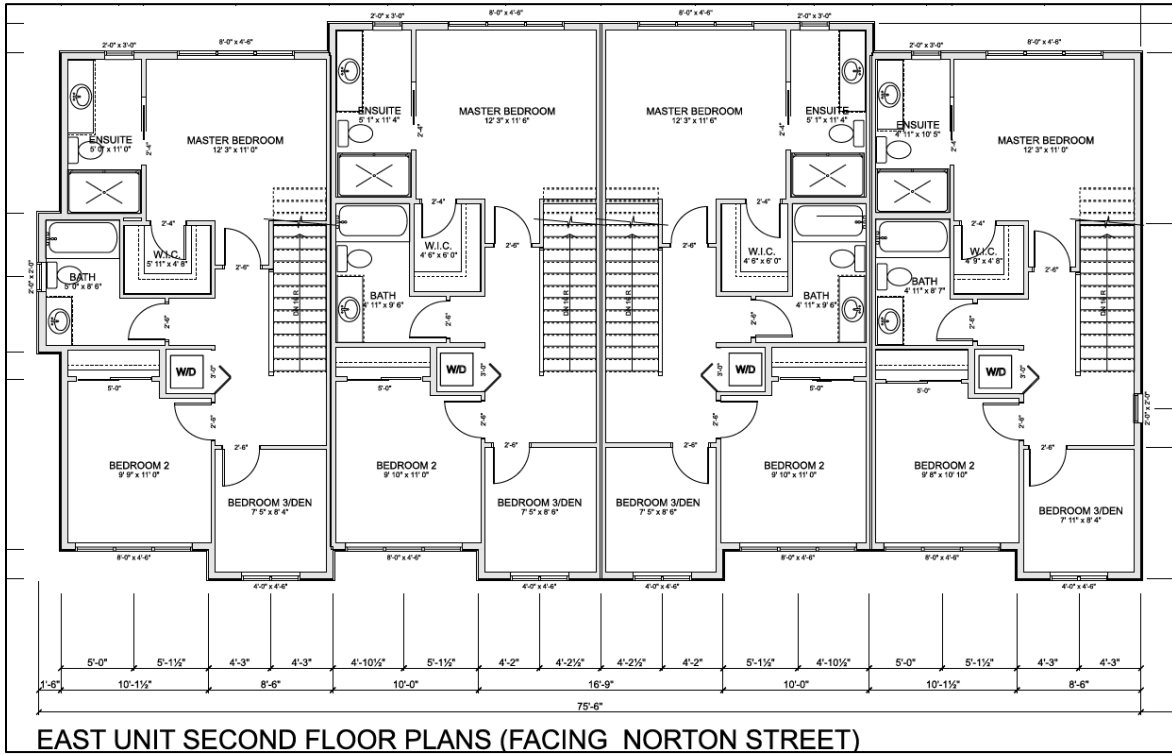


Figure 22: East Units Top Floor

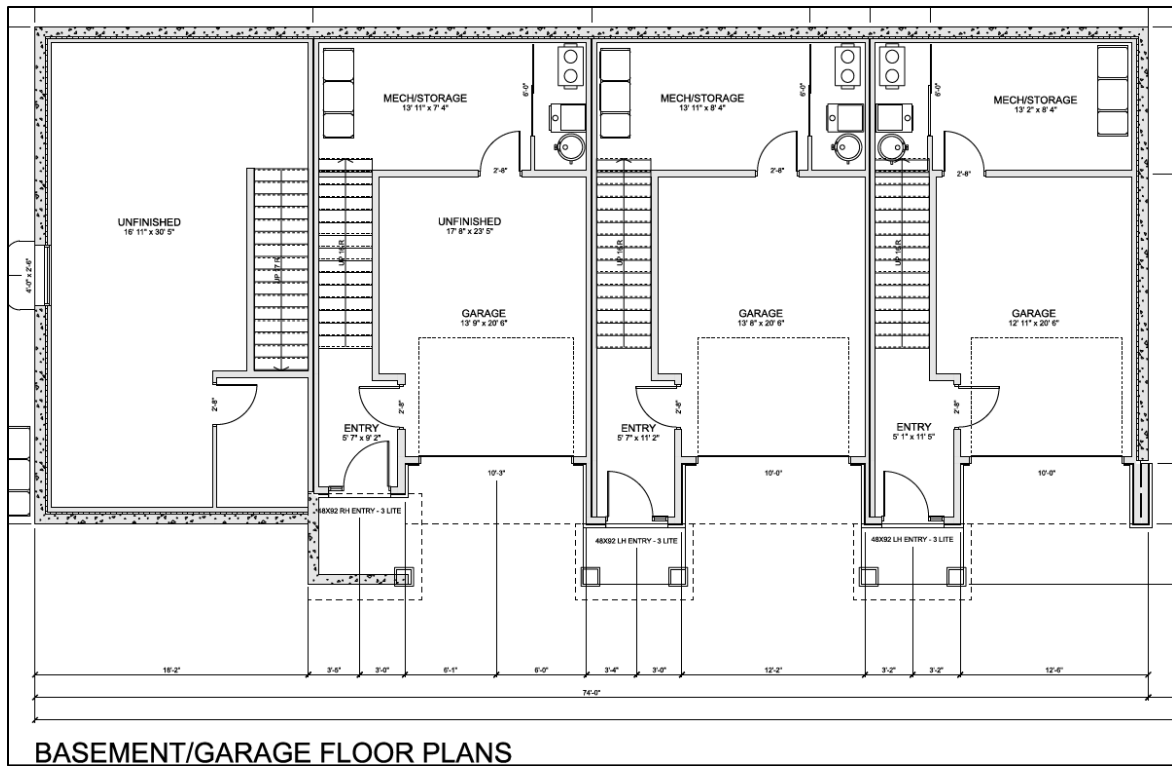


Figure 23: West Units (Basement Floor, lane level)

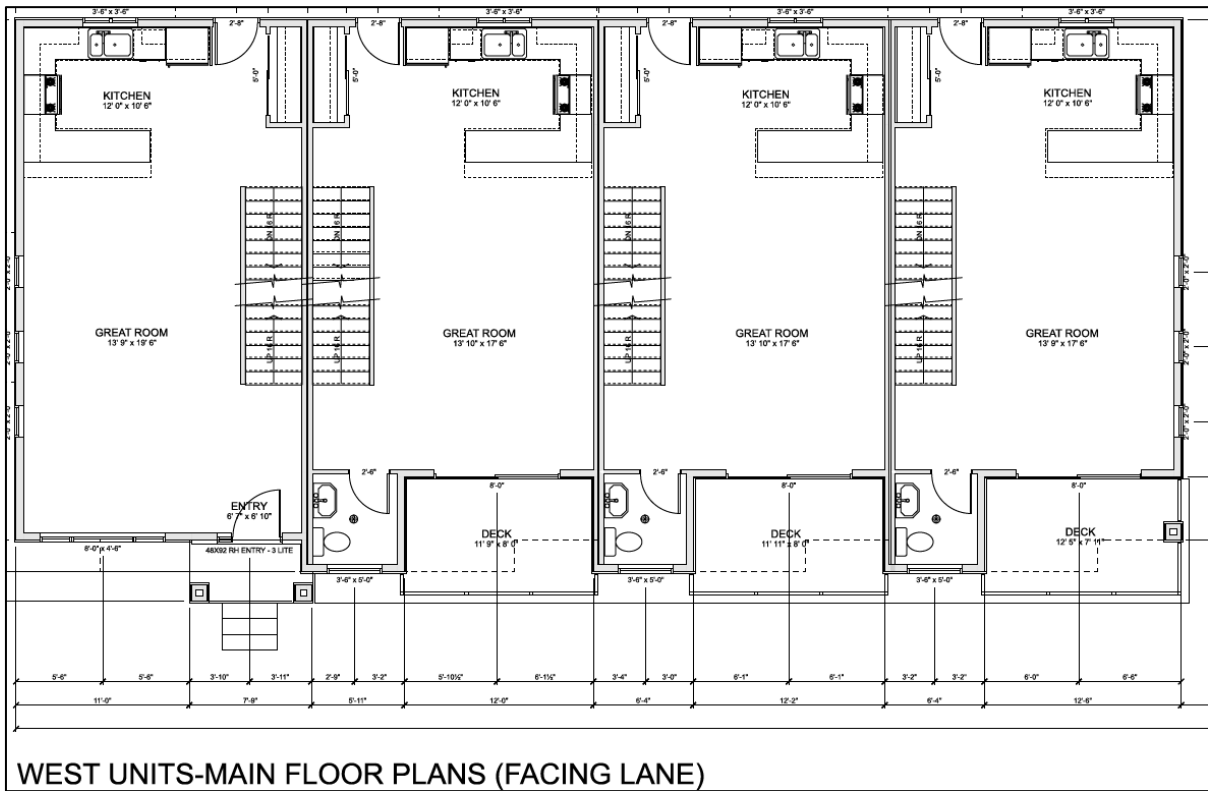


Figure 24: West Units (Main Floor)

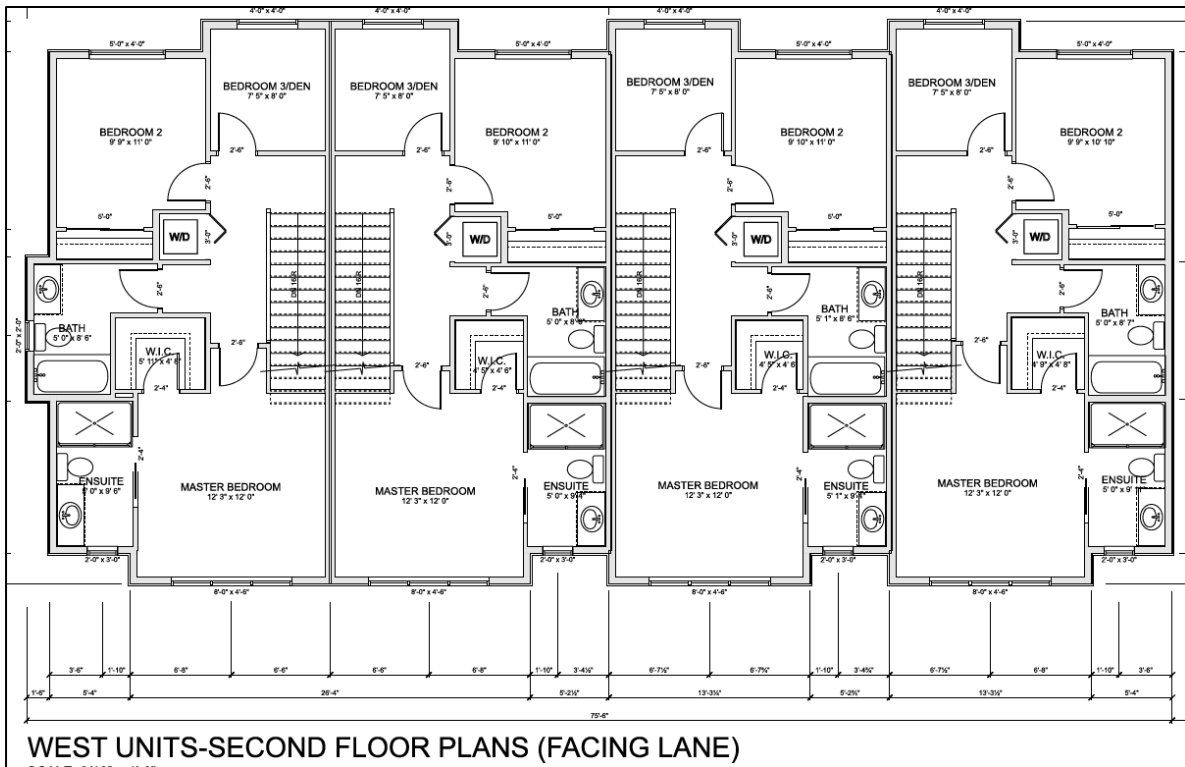


Figure 25: West Units (Top Floor)

Attachment J - 2007 Proposal for 33-unit Apartment Building

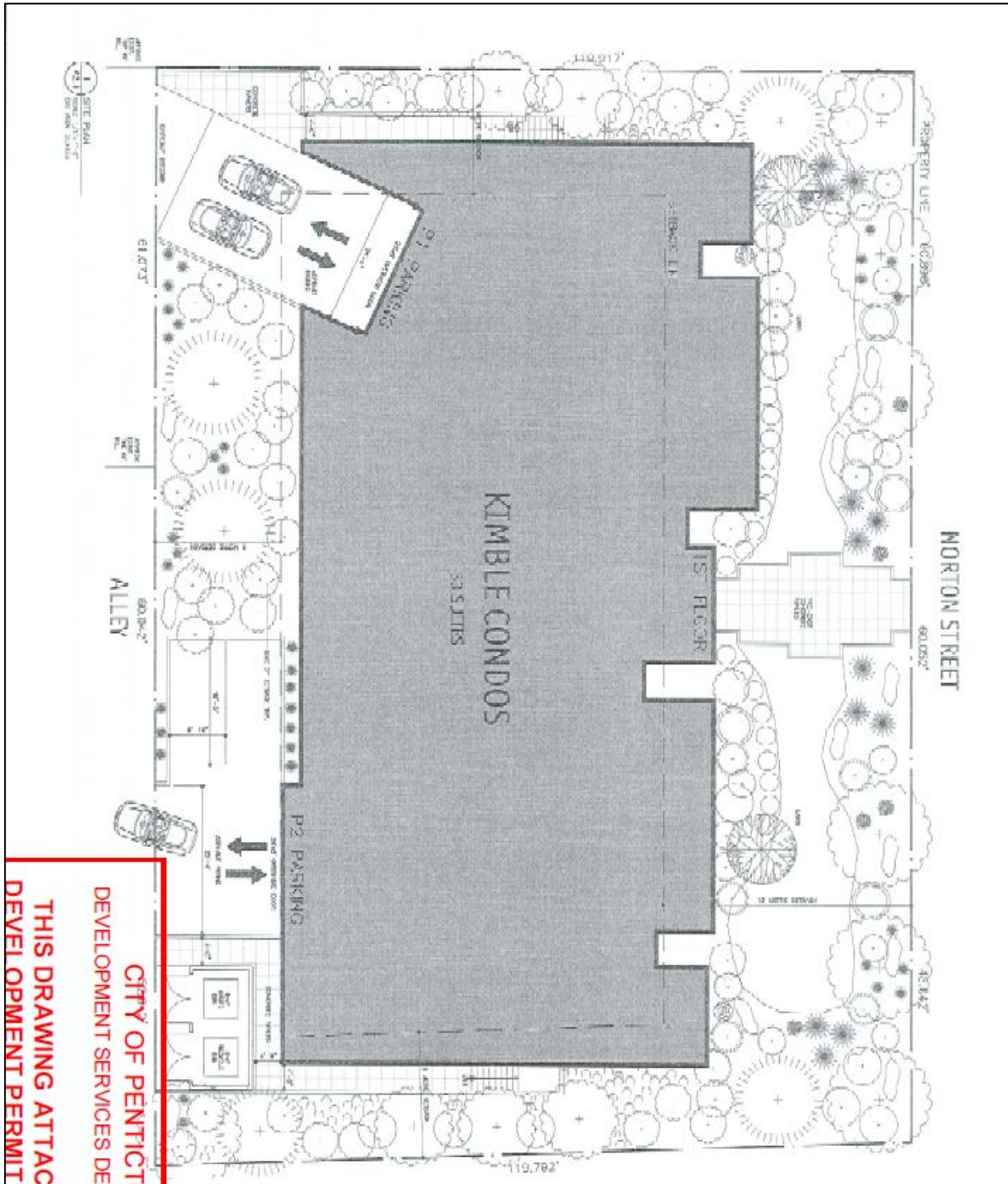


Figure 26: Site Plan



Figure 27: East Elevation (six storeys visible from Norton Street)



Figure 28: West Elevation (eight storeys visible from the lane)

Attachment K - Letter of Intent



January 31, 2019

Giroux Design Group Inc.
Suite 175, 113-437 Martin Street, Penticton, BC
Penticton, BC V2A 5L1

City of Penticton
171 Main Street
Penticton, BC V2A 5A9

Re: 253 Norton Street Development Permit Application

To City of Penticton Mayor, Council, and Planning Department,

This letter is regarding the proposed development of the property located at 253 Norton Street. The proposal is to take a large vacant lot and construct four townhouse buildings with each unit having four units for a total of 16 units.

The current zoning is listed as RM4, the proposal is to use the RM3 zoning for the project, rezoning to the lower density is required. There have been other projects planned for this lot over the years, but due to the slope of the property and some other difficulties with the lot, they have not been financially viable. This proposal was designed to meet these challenges in a way that reduces cost of construction significantly while still providing the higher density designation in the OCP. Extra consideration was given to the neighboring properties by providing more trees, parking, and amenity space than required by the current zoning bylaw. The City planning department was consulted very early on in the planning stages to discuss some of the challenges with driveway access, emergency service accessibility, lot slope and engineering issues. We believe the proposed development addresses these issues in a balanced way, providing well thought out solutions to some very difficult development obstacles.

Three variances are required for the project as follows, all are required to meet some of the unique challenges of this property:

- 1) Reduce the side yard setbacks from 4.5 m to 2.0 m. The City planning department was consulted early on to discuss a reasonable reduction to the side yard setbacks, this was the suggested reduction. Because of the amount of onsite retaining walls and other high costs with land development, the developer needs to maximize the number of units on the property to allow for a minimum of 16 units. Problems with site access and lot slope made an apartment style project impossible. This led to the concept of townhouses, which requires a minimum width to depth ratio to work properly. The City planning department also requested a central exterior stairway from the front of the property to the rear. These factors require the reduction in the side yard setbacks. There are no building code issues presented with the

reduction of the side yards, and the design of the buildings has minimal windows on the side so as to not encroach on privacy for the neighboring properties.

- 2) Increase the allowable percentage of architectural projections into the rear yard from 25% to 35%. To increase the green space between the buildings, the design makes use of cantilevered projections, allowing the bottom floors of the buildings to have a smaller footprint. The units facing the lane have extra cantilevered portions which project 24" (0.6 m) into the rear yard. The bylaw allows 25% percent of the total building face to project past the setback, the current design requires an extra 10%. We do not believe this will at all be a hardship on any neighboring properties as there is a 6.0 m setback and a lane on this side of the building. There are also no building code or structural issues presented by the design.
- 3) Increase the allowable hard surfacing from 60% to 68.5%. Hard surfaces include buildings, sidewalks, patios, and asphalt. The sidewalk and staircase requested by the City from the front of the property to the rear is a major contributing factor to the need for this variance. The developer has the options to not pave the driveways and leave them as gravel, by doing this there would be no need for a variance. We do not feel this is a good option, we would prefer to see all the parking paved. We do not feel that this variance will have any negative impact on site drainage, as the greenspace on the property is well placed to absorb any precipitation. The landscaping also is evenly distributed across the property to provide abundant green space.

In summary, much thought and planning went into the design of this project which will provide much needed housing both for families or those wishing to retire to the area. The height of the project has been kept down by tiering the buildings, this allows the buildings to be one full storey below what is allowed in the bylaw, reducing the potential negative impact that an apartment style project would have. The variances requested are reasonable and necessary for the development of the lot, they are also in line with other variances approved for other similar projects. We strongly believe this project will be a very positive addition to the area.

Thank you for considering our proposal.

Best regards,



Tony Giroux **ASTTBC.RBD**
Owner/Registered Building Designer
Giroux Design Group Inc.

Figure 29: Letter of Intent

Attachment L - Development Variance Permit PL2018-8429



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

Development Variance Permit

Permit Number: DVP PL2018-8429

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 A District Lot 202 Similkameen Division Yale District Plan KAP83201
Civic: 253 Norton Street
PID: 026-991-403
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 multi-family development.
 - Section 4.9.1 (Table 4.1): to increase the allowable architectural projection that constitutes less than 25% of the wall face to which it is attached to less than 35% of the wall face to which the projection is attached.
 - Section 10.9.2.7.i: to decrease the minimum interior side yards from 4.5m to 2.0m.
 - Section 10.9.4.1: to increase the maximum hard surfacing of a lot from 60% to 69%.

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 05 day of March, 2019.

Issued this ___ day of _____, 2019

Angie Collison,
Corporate Officer

Attachment M - Development Permit PL2018-8430



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

Development Permit

Permit Number: DP PL2018-8430

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 A District Lot 202 Similkameen Division Yale District Plan KAP83201
Civic: 253 Norton Street
PID: 026-991-403
3. This permit has been issued in accordance with Section 489 of the *Local Government Act*, to permit the construction of a multi-family development, as shown in the plans attached in Schedule A.
4. In accordance with Section 502 of the *Local Government Act* a deposit or irrevocable letter of credit, in the amount of \$24,593.00 must be deposited prior to, or in conjunction with, an application for a building permit for the development authorized by this permit. The City may apply all or part of the above-noted security in accordance with Section 502(2.1) of the *Local Government Act*, to undertake works or other activities required to:
 - a. correct an unsafe condition that has resulted from a contravention of this permit,
 - b. satisfy the landscaping requirements of this permit as shown in Schedule A or otherwise required by this permit, or
 - c. repair damage to the natural environment that has resulted from a contravention of this permit.
5. The holder of this permit shall be eligible for a refund of the security described under Condition 5 only if:
 - a. the permit has lapsed as described under Condition 8, or
 - b. a completion certificate has been issued by the Building Inspection Department and the Director of Development Services is satisfied that the conditions of this permit have been met.
6. Upon completion of the development authorized by this permit, an application for release of securities must be submitted to the Planning Department. Staff may carry out inspections of the development to ensure the conditions of this permit have been met. Inspection fees may be withheld from the security as follows:

1 st Inspection	No fee
2 nd Inspection	\$50
3 rd Inspection	\$100
4 th Inspection or additional inspections	\$200

General Conditions

- 7. In accordance with Section 501(2) 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.
- 8. 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.
- 9. **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.**
- 10. 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.
- 11. 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 22 day of January, 2019

Issued this ____ day of _____, 2019

Angie Collison,
Corporate Officer

Bylaw No. 2019-07

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. 2019-07".

2. **Amendment:**

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

Rezone Lot A, District Lot 202 Similkameen Division Yale District Plan KAP83201, located at 253 Norton Street from RM4 (High Density Multiple Housing) to RM3 (Medium Density Multiple Housing).

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

READ A FIRST time this	day of	, 2019
A PUBLIC HEARING was held this	day of	, 2019
READ A SECOND time this	day of	, 2019
READ A THIRD time this	day of	, 2019
ADOPTED this	day of	, 2019

Notice of intention to proceed with this bylaw was published on the __ day of ____, 2019 and the __ day of ____, 2019 in the Penticton Western newspaper, pursuant to Section 94 of the *Community Charter*.

John Vassilaki, Mayor

Angie Collison, Corporate Officer

Rezone 253 Norton Street

From RM4 (High Density Multiple Housing) to RM3 (Medium Density Multiple Housing)



City of Penticton – Schedule 'A'

Zoning Amendment Bylaw No. 2019-07

Date: _____

Corporate Officer: _____