

**CORPORATION OF THE CITY OF COURTENAY
COUNCIL MEETING AGENDA**

DATE: April 3, 2017
PLACE: City Hall Council Chambers
TIME: 4:00 p.m.

1.00 ADOPTION OF MINUTES

1. Adopt March 20, 2017 Regular Council meeting and March 27, 2017 Committee of the Whole minutes

2.00 INTRODUCTION OF LATE ITEMS

3.00 DELEGATIONS

4.00 STAFF REPORTS/PRESENTATIONS

(a) CAO and Legislative Services

- 1 1. Summer Meeting Schedule - 2017

(b) Recreation and Cultural Services

- 5 2. Courtenay and District Historical Society License to Occupy and Management and Operating Agreement

(c) Development Services

- 27 3. Trail Construction Requirements at 2880 Arden Road
- 33 4. Development Variance Permit No. 1701 – 3199 Cliffe Avenue

5.00 EXTERNAL REPORTS AND CORRESPONDENCE FOR INFORMATION

- 47 1. Letter from Wachiay Friendship Society re: Grant

6.00 INTERNAL REPORTS AND CORRESPONDENCE FOR INFORMATION

- 49 1. CVRD IRTSC (Integrated Regional Transportation Select Committee) Comox Road Multi-use Path Options
- 59 2. Heritage Advisory Minutes February 22, 2017

7.00 REPORTS/UPDATES FROM COUNCIL MEMBERS INCLUDING REPORTS FROM COMMITTEES

8.00 RESOLUTIONS OF COUNCIL

In Camera Meeting:

That notice is hereby given that a Special In-Camera meeting closed to the public will be held April 3, 2017 at the conclusion of the Regular Council Meeting pursuant to the following sub-sections of the *Community Charter*:

- 90 (c) labour relations or other employee relations.

9.00 UNFINISHED BUSINESS

(a) Delegation to the March 20, 2017 Regular Council Meeting

- 61 1. Request for funding from Indigenous Women Sharing Society

10.00 NOTICE OF MOTION

11.00 NEW BUSINESS

1. Mayor Jangula – Routine release of In Camera Resolutions and Related Reports and Information – Request for Council Policy

12.00 BYLAWS

For First Second and Third readings

- 65 1. “City of Courtenay Fees and Charges Amendment Bylaw No. 2873, 2017.”
(To amend Fees and Charges Bylaw No. 1673, 1992)

- 73 2. “Water Service Frontage Tax Bylaw No. 2874, 2017”
(To amend a water service frontage tax fee)

- 77 3. “Council Remuneration Bylaw No. 2878, 2017”
(To provide for the payment of Annual Remuneration to the Mayor and Councillors of the Corporation of the City of Courtenay)

13.00 ADJOURNMENT

NOTE: There is a Public Hearing scheduled for 5:00 p.m. in relation to Zoning Amendment Bylaw No. 2875, 2017 (pay parking – PA3 and PA4 Zones).



STAFF REPORT

To: Council
From: Chief Administrative Officer
Subject: Summer Meeting Schedule - 2017

File No.: 0570-01
Date: April 3, 2017

PURPOSE:

The purpose of this report is to consider the cancellation of meetings during the 2017 summer season.

CAO RECOMMENDATIONS:

That based on the April 3rd, 2017 staff report "Summer Meeting Schedule - 2017", Council approve OPTION 1 and cancel the following scheduled meetings:

- July 31st, 2017 Committee of the Whole meeting;
- August 28th, 2017 Committee of the Whole meeting;

That the June 5th, 2017 Regular Council meeting be rescheduled to June 12th, 2017; and

That Special meetings regarding the City's 2017-2021 Financial Plan be scheduled on April 10th, 2017 and May 8th, 2017 at 4:00 p.m. in Council Chambers.

Respectfully submitted,

David Allen, BES, CLGEM, SCLGM
Chief Administrative Officer

BACKGROUND:

In 2001, Council passed a resolution to reduce the number of Council meetings and Committee of the Whole meetings during the months of July and August. Since that time, this reduced schedule has been recommended and implemented annually, with no issues related to a reduction in City services identified to date.

DISCUSSION:

Under the current schedule pursuant to Council Procedure Bylaw No. 2730, 2013, there are two Council meetings and one Committee of the Whole (COW) meeting per month with the exception of December.

The FCM Annual Convention is being held June 1st to June 4th, 2017; therefore it is recommended that that the June 5th Council meeting be rescheduled.

Staff are recommending scheduling special meetings on April 10th and May 8th, 2017 specifically to consider the 2017 -2021 Financial Plan.

If approved, the revised schedule for July and August 2017 would be as follows:

- July 4th, 2017 – Council
- July 17th, 2017 – Council
- August 8th, 2017 – Council
- August 21st, 2017 – Council

The Council meeting schedule would return to normal on Tuesday September 5th, 2017.

Council always has the option to call a special meeting if required in addition to those listed above.

FINANCIAL IMPLICATIONS:

There are no financial implications.

ADMINISTRATIVE IMPLICATIONS:

The reduced meeting schedule in July and August reduces staff time spent in preparing Council and Committee of the Whole reports, meeting agendas and minutes, and allows staff to focus more of their time on other strategic priorities and projects. It also allows for more effective coverage of staff and Council vacations, most of which are taken in the summer months.

The 2017 Corporate Work plan includes tracking senior staff time spent on preparing for and attending Council and COW meetings, a summary of which will be identified in future Work plan updates.

ASSET MANAGEMENT IMPLICATIONS:

None.

STRATEGIC PRIORITIES REFERENCE:

We focus on organizational and governance excellence

- We support and encourage initiatives to improve efficiencies
- We support meeting the fundamental corporate and statutory obligations



- **Area of Control**
The policy, works and programming matters that fall within Council's jurisdictional authority to act.
- ▲ **Area of Influence**
Matters that fall within shared or agreed jurisdiction between Council and another government or party.
- **Area of Concern**
Matters of interest outside Council's jurisdictional authority to act.

OFFICIAL COMMUNITY PLAN REFERENCE:

None.

REGIONAL GROWTH STRATEGY REFERENCE:

None.

CITIZEN/PUBLIC ENGAGEMENT:

Changes to the Council meeting schedule will be posted on the City's website. The public participation level of "Inform" is recommended.



Public participation goal

Inform	Consult	Involve	Collaborate	Empower
To provide the public with balanced and objective information to assist them in understanding the problem, alternatives, opportunities and/or solutions.	To obtain public feedback on analysis, alternatives and/or decisions.	To work directly with the public throughout the process to ensure that public concerns and aspirations are consistently understood and considered.	To partner with the public in each aspect of the decision including the development of alternatives and the identification of the preferred solution.	To place final decision-making in the hands of the public.

OPTIONS:

- OPTION 1: That Council cancel the following scheduled meetings:
- July 31st, 2017 Committee of the Whole meeting;
 - August 28th, 2017 Committee of the Whole meeting;

That the June 5th, 2017 Regular Council meeting be rescheduled for June 12th, 2017 and

That Special meetings regarding the City’s 2017-2021 Financial Plan be scheduled on April 10th, 2017 and May 8th, 2017 at 4:00 p.m. in Council Chambers (recommended).

- OPTION 2: Cancel other meetings as Council so resolves.
- OPTION 3: Maintain the current meeting schedule.

Prepared by:

John Ward, CMC
Director of Legislative Services/Deputy CAO



THE CORPORATION OF THE CITY OF COURTENAY

STAFF REPORT

To: Council

File No.: 2240-20 CDHS

From: Chief Administrative Officer

Date: April 3, 2017

Subject: Courtenay and District Historical Society License to Occupy and Management and Operating Agreement

PURPOSE:

The purpose of the report is to approve an agreement that outlines the terms and conditions which the Courtenay and District Historical Society (the Society) will continue to manage and operate the Courtenay and District Museum and Palaeontology Centre (the Museum) on behalf of the City.

POLICY ANALYSIS:

The Community Charter, Section 21 authorizes the City to enter into partnering agreement for the provision of a service on behalf of the municipality and council may provide assistance, other than tax exemptions, to a business in accordance with the agreement.

CAO RECOMMENDATIONS:

That based on the April 3, 2017 staff report, "Courtenay and District Historical Society License to Occupy and Management and Operating Agreement", subsequent to publication of notice under section 24 of the Community Charter, Council approve Option 1 and authorize the Mayor and the Director of Legislative Services to execute the attached License to Occupy and Management and Operating Agreement between the City and the Society.

Respectfully submitted,

David Allen, BES, CLGEM, SCLGM
Chief Administrative Officer

BACKGROUND:

In 1999, the City, in partnership with the Courtenay and District Historical Society (Society), entered into a 50/50 co-ownership agreement and purchased the Canada Post Facility which is currently known as the Museum located at 207-4th Street. The co-ownership agreement included the understanding that the City would provide financing for the transaction and the Society would operate and manage the Museum.

In 2004, the Society transferred its portion of ownership of the Museum and land to the City. The Society continued to operate and manage the Museum under a License to Occupy and Operating agreement and in return the City contributes an annual management fee to the Society to carry these services out on behalf

of the City and provides key core annual funding for the Museum's operations and services. The license has been renewed over the years and in effect on a month to month basis.

The Society is one of the cornerstone members of the City's core cultural partners which includes the Comox Valley Art Gallery Society, the Vancouver Island Regional Library and the Sid Williams Theatre Society. The services the Society provides to the community are supported by a complement of dedicated volunteers and staff that provide a sustainable Museum operation in the downtown core.

DISCUSSION:

After review of the existing agreement and consultation with the Society, City staff has formulated a new License to Occupy (LTO) and attached Management and Operating Agreement (MOA) to replace the old agreement. The LTO references building tenancy issues while the MOA stipulates the services delivered out of the facility.

The new agreement includes the following new requirements which were not clearly identified in the original agreement:

1. Identification of key core deliverables in the Society's provision of services on behalf of the City and the submission of an annual management plan confirming how these deliverables will be met.
2. In addition to the annual financial plan, include an annual submission of the Society's five year operating and capital financial plan to demonstrate the Museum's ability to support sustainable service delivery.
3. An annual submission to the City an Executive Summary of how the Society met the core deliverables (as identified in 1), including providing visitor and outreach program statistics.

The term of the new agreement would be for five years with four options to renew, each for a term of five years and the fee for the Licence to Occupy will be \$1 per annum.

FINANCIAL IMPLICATIONS:

The City contributes to the Society \$177,500 annually in management and operating fees to the Society which has been included in the 2017 provisional operating budget and subject to Councils annual approval thereafter. This is comprised of a management fee of \$127,500 and a gaming grant of \$50,000. The management agreement identifies a 2% annual inflationary increase the management fee as has been the practice over the last 3 years.

According to the December 31, 2016 YTD unaudited general operating financial report dated March 6, 2017, the City spent \$51,082 towards Museum building maintenance and \$58,600 has been included in the 2017 provisional operating budget to cover this year's anticipated expenses.

ADMINISTRATIVE IMPLICATIONS:

There will be minimal implications to the use of staff time. The agreement will be administered by the Recreation and Cultural Services Department.

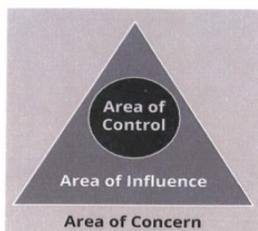
ASSET MANAGEMENT IMPLICATIONS:

The building is currently on the City's building asset registry and its condition is currently being assessed as part of the Asset Management Process.

The License to Occupy and Management and Operating Agreement together establish the level of service offered via the asset and will assist in the formulation of the Asset Management Plan.

STRATEGIC PLAN & PRIORITIES REFERENCE:

We will continue to engage and partner with service organizations for community benefit.



- **Area of Control**
The policy, works and programming matters that fall within Council's jurisdictional authority to act.
- ▲ **Area of Influence**
Matters that fall within shared or agreed jurisdiction between Council and another government or party.
- **Area of Concern**
Matters of interest outside Council's jurisdictional authority to act.

We invest in our key relationships

- We value and recognize the importance of our volunteers
- We will continue to engage and partner with service organizations for community benefit

OFFICIAL COMMUNITY PLAN REFERENCE:

Not referenced.

REGIONAL GROWTH STRATEGY REFERENCE:

Not applicable.

CITIZEN/PUBLIC ENGAGEMENT:

Publication of intention to provide certain kinds of assistance under Section 24 of the Community Charter is as follows:

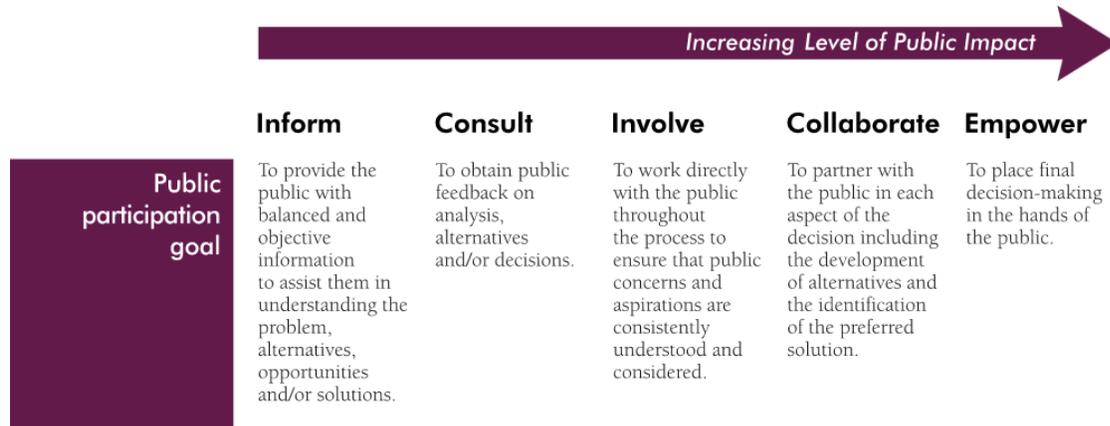
24 (1) A council must give notice in accordance with section 94 [public notice] of its intention to provide any of the following forms of assistance to a person or organization:

- (a) disposing of land or improvements, or any interest or right in or with respect to them, for less than market value;
- (b) lending money;
- (c) guaranteeing repayment of borrowing or providing security for borrowing;
- (d) assistance under a partnering agreement.

(2) The notice must be published before the assistance is provided and must

- (a) identify the intended recipient of the assistance, and
- (b) describe the nature, term and extent of the proposed assistance.

The City **consulted** with the Museum as partnering organizations as identified in the IAP2 Spectrum of Public Participation:



OPTIONS:

OPTION 1: Council authorize the Mayor and the Director of Legislative Services to execute the attached License to Occupy and Management and Operating Agreement between the City and the Society.

OPTION 2: Council identify any concerns or questions and refer the matter back to staff for further consideration.

Prepared by:

Dave Snider MBCSLA

Director of Recreation and Cultural Services

Attachment: Courtenay and District Historical Society License to Occupy and Management and Operating Agreement

This Agreement is dated for reference May 1, 2017.

BETWEEN:

THE CORPORATION OF THE CITY OF COURTENAY, a municipal corporation incorporated pursuant to the *Community Charter* and having its offices at 830 Cliffe Avenue, Courtenay, B.C. V9N 2J7

(the "**City**")

AND:

THE COURTENAY AND DISTRICT HISTORICAL SOCIETY (INC. NO. S-6270), a non-for-profit society with its principle offices located at 207-4TH Street, Courtenay, BC V9N 1G7

(the "**Society**")

WHEREAS:

- A. The City owns lands having a civic address of 207-4th Street, Courtenay, British Columbia, legally described as

P.I.D. 024-209-937, Lot 128, Section 61, Comox District, Plan 472 A, Except the North Westerly ten (10) feet thereof;

P.I.D. 024-209-945, Lot 129, Section 61, Comox District, Plan 472 A, Except the North Westerly ten (10) feet thereof; and

P.I.D. 024-209-953, Lot 132, Section 61, Comox District, Plan 472 A, Except the North Westerly ten (10) feet thereof;

(collectively, "**Land**") on which the building known as The Courtenay and District Museum and Paleontology Centre (the "**Museum**") has been constructed on the Lands, and is owned by the City.

- B. The Society wishes to manage and operate the Museum on the Land under terms and conditions of this agreement, and the City wishes to grant to the Society an exclusive license to occupy and operate the Museum on the Land under the terms of this Agreement.
- C. This Agreement is intended to provide sufficient flexibility so as to satisfy the Society's mandate and the City's ownership of the Land and the Museum.

NOW THEREFORE in consideration of foregoing and the mutual covenants and agreements set out in this Agreement, THE CITY AND THE SOCIETY AGREE THAT:

1.0 LICENCE TO OCCUPY

1.1 Licence to Occupy

The City hereby grants to the Society the license to occupy the Land and Museum subject to all of the terms and conditions including earlier termination as set out in this Agreement for the purpose of operating and managing the Museum and inviting members of the general public to enter and enjoy the Museum (the "License").

1.2 Licence Fee

Subject to the terms of this Agreement, and in consideration of the payment of a license fee in the sum of ONE DOLLAR (\$1.00) each term, the receipt and sufficiency of which is hereby acknowledged, the City hereby grants to the Society an exclusive right by way of license to occupy and to use the Museum for the purpose of a Museum.

2.0 TERM AND NEW AGREEMENT

2.1 The parties agree the term (the "**Term**") of this Agreement shall be five (5) years less a day, commencing on May 1, 2017 and terminating on April 29, 2022. The parties agree that no later than six (6) months prior to the termination date of this Agreement, they shall review the terms of this Agreement and decide if they will enter into a new Agreement on the same terms or on other terms to which the parties may agree.

2.2 Should the Society wish to continue to manage, operate and occupy the Museum, the Term of this Agreement may be extended, for four (4) additional five (5) year terms less a day. If the parties wish to renew this Agreement, the City and Society must mutually agree in writing no later than six (6) months before the end of the Term under the same terms and conditions as outlined in this agreement unless mutually amended in writing.

2.3 The Society's use and occupancy of the Museum during any period following the expiry of the Term shall be subject to all terms and conditions of this Agreement.

3.0 SOCIETY'S RESPONSIBILITY AND EXPENSES

3.1 The Society shall at its own expense:

- a. Obtain all licenses required by statutory authority in connection with this Agreement and the Management and Operating Services Agreement (Schedule A);
- b. Operate and maintain the Museum in a good state of repair and cleanliness;
- c. Promote and publicize the use of the Museum within the community;
- d. Establish, collect and preserve the Museum Collection;

- e. Collect admission by donation fees and retain the same to offset operating expenses of the Museum;
- f. Hire, supervise and provide, at its cost, staff or volunteers which will provide services sufficient to carry out the responsibilities set out in this Agreement to the successful operation of the Museum;
- g. Assume the operating and maintenance cost of the Museum which will include: cable, telephone, internet, window cleaning exterior and interior, interior janitorial service and interior janitorial supplies, lamp and tube replacement, interior security, liability and contents insurance, operations related remodeling or upgrades, and cost and maintenance of all equipment and furnishings related to the operation of the museum which will include computers, furniture, fixtures, telephone and any equipment not attached to the structure of the building, and other maintenance which is considered routine maintenance and is due to the standard and expected wear and tear associated with operation of a public facility;
- h. The Society agrees that it will undertake fundraising projects and the proceeds of such projects will be directly related to the Society's responsibilities under this Agreement through operating, programming, staffing, maintenance and special projects associated with preservation and interpretation of the Museum's collection for the purpose of capital improvements or purchase of furnishings, fixtures, or equipment for the Museum or to increase the Museum's collection;
- i. The Society will designate one of its staff members to act as the Society representative to deal on its behalf with the affairs of the Society in relation to the operation and management of the Museum (the "Society Representative")
- j. Subject to section 4.0, the Society will make such rules and regulations as are required to provide for the proper operation and governance of the Museum provided that such rules and regulations are consistent with:
 - i. the bylaws of the Society;
 - ii. the provisions, terms and conditions of this Agreement; and
 - iii. all applicable Federal and Provincial laws and City bylaws, regulations and policies.
- k. The Society will comply with its constitution and bylaws at all times, and must notify the City whenever a change in the Society's constitution or bylaws occurs.

4.0 ACCESS AND USE

- 4.1 Access to and use of the Museum by members of the Society and by the general public must be in accordance with policies developed by the Society for the operation of the Museum above, as approved by the staff member designated by the City (the "City Representative") having regard to relevant guidelines contained in applicable City documents.

- 4.2 The Society may not, except as required by section 3.1 or with prior written approval of the City:
- a. Replace, improve, alter, renovate, or add to the Land or the Museum;
 - b. Construct or place any Museum, structure or other fixtures or improvement on the Land;
 - c. Alter the grade or surface of the Land;
 - d. Trim, cut, remove, or in any way alter or damage trees on the Land;
 - e. Use the Land or Museum for any use or activity that exposes the City to liability toward any person; or
 - f. Do anything on in respect of the Land which could detrimentally affect use of the Land by the City after the Term.
- 4.3 Without limiting the generality of the foregoing, the Society must not release or introduce any pollution, contamination, waste, toxic waste, or toxic substance into or onto the Land or the environment, or commit or permit any nuisance or waste to be committed or exist on or from the Land.
- 4.4 The Society must not use the Land or Museum in any manner that causes a nuisance to the owners or occupiers of neighboring lands, and without limiting the foregoing, must ensure that traffic to and from the Lands, for special events or otherwise, does not cause a nuisance to those owners or occupiers.
- 4.5 The Society must reimburse the City for any damage or loss which occurs to the Land in connection with its use under this Agreement. The City may repair any damage or loss so that the Land is in the condition in which it existed immediately before the damage or loss occurred, at the expense of the Society. The expense incurred by the City in making any repair, plus an amount equal to 15% on account of overhead incurred by the City, is a debt due and owing by the Society to the City and is payable by the Society within 15 days after delivery of an invoice by the City.
- 4.6 The Society must carry on and conduct its activities on the Land and in, on and from the Museum in compliance with any and all laws, statutes, enactments, bylaws, regulations and orders from time to time in force and obtain all required approvals and permits thereunder and not to do or omit to do anything in, on or from the Museum or on or from the Land in contravention thereof. The Society must comply with all applicable laws and requirements in respect of its employees, including income tax, pension, insurance requirements and Workers' Compensation requirements.
- 4.7 The Society shall not make or allow to be made any alterations to the structure, mechanical service systems, or layout of the fire exiting of the Museum and its surrounding grounds without the prior written consent of the City. Any alterations to which the City gives its consent shall be at the expense of the Society.
- 4.8 Any alterations or repairs carried out to the Museum or Land must be done by City staff unless prior expressed written approval of the City is given with the exception of minor repairs as identified in section 3.0 and not involving structural or equipment changes may be performed by Museum staff. The City may inspect the Museum or Land at any time to ascertain its state of repair or operation and to ascertain whether the terms and conditions of this License are being observed.

4.9 The Society must promptly pay for all work and materials supplies at its order or request to the Museum and the Land and it must comply with all builder's lien legislation. If any lien is filed or the City should be subject to the payment of any claim by an unpaid worker or supplier, the Society must discharge the lien or otherwise take all steps required by the City to protect the City's interests.

5.0 CITY'S RESPONSIBILITY AND EXPENSES

5.1 The City shall, at its own expense, subject to annual budget approval:

- a. Provide extraordinary maintenance of the Museum, including:
 - i. Window replacement and repair;
 - ii. Replacement of major heating, ventilation and cooling equipment;
 - iii. Roof and drain repairs;
 - iv. Plumbing;
 - v. Building Envelope repair and maintenance;
 - vi. Parking lot maintenance including snow removal and line painting;
 - vii. Structural repairs and maintenance;
 - viii. Electrical repairs and maintenance;
 - ix. Other maintenance which is not considered routine maintenance and is not due to the standard and expected wear and tear associated with operation of a public facility.
- b. Provide landscape maintenance on the Lands;
- c. Provide maintenance and repair of the Museum's fire suppression systems;
- d. Provide water and sewage service to the Museum;
- e. Provide maintenance and repair of the elevator;
- f. Preventative servicing and repairs of the major heating, ventilation, and cooling equipment;
- g. Provide Museum building insurance against perils and under the terms and conditions that the City insures other similar types of buildings owned by the City;
- h. Exterior security patrols; and
- i. Utilities: water, hydro and heating fuels.

6.0 THE CITY'S RIGHTS

- 6.1 The City hereby reserves from the grant of licence to the Society under section 1.1 the right for the City, its agents, employees, and contractors to access any part of the Museum upon reasonable notice, with or without tools and equipment, for purposes of inspection, maintenance, installation and for purposes of fulfilling the City's obligations under section 5.1, without compensation to the Society.
- 6.2 At any time that the Society does not perform its obligations under this License, the City may, but it is not required to, perform those obligations on the Society's behalf and at the Society's cost.

7.0 MUNICIPAL TAXES

- 7.1 The City will, subject to the authority provided by current legislation, exempt the Land from taxation for general municipal purposes, pursuant to the tax exemption provisions of the Community Charter.

8.0 SOCIETY'S PROPERTY

- 8.1 The Society agrees that it has sole responsibility for loss or damage to personal property of the Society or its members located on the Land from time to time.
- 8.2 Ownership of the Museum Collection will remain with the Society until such time as dissolution of the Society occurs, at which time ownership of the Museum Collection would be vested with the City with exception of items held on loan or in repository for the province or other agencies.

9.0 INSURANCE

- 9.1 The City shall maintain the following insurance coverage with respect to the Museum
 - 9.1.1 Fire and comprehensive property damage insurance against all risks, against loss or damage to any personal property located on the Land or in the Museum which insurance must be for replacement cost.
- 9.2 The Society shall:
 - 9.2.1 Unless otherwise agreed in writing by the City, provide and maintain in force during the Term a Commercial General Liability Insurance policy or policies with a limit of not less than two million \$2,000,000 dollars inclusive per occurrence for Bodily Injury and Property Damage, and include in the policy or policies, but not necessarily be limited to the following coverage, including all premises and operations necessary or incidental to the performance of this Agreement: Blanket Contractual Liability, Products and Completed Operations, Tenants' Legal Liability, Non-Owned Automobile Liability, Owner's and Contractor's Protective Liability, Contingent Employers' Liability, Breach of Conditions clause;

- 9.2.2 Have the City added as an additional insured;
- 9.2.3 On every contract of insurance required to be maintained pursuant to the provisions of this Agreement include a provision requiring the insurer to give the City thirty (30) days prior written notice before making any material change in said insurance, or termination, or cancellation thereof;
- 9.2.4 On the Commencement Date and thereafter immediately upon demand, deliver to the City a Certificate or Certificates of Insurance as evidence that such insurance is in force, including evidence of any insurance renewal policy or policies. Every Certificate or Certificates of Insurance shall include, Certification by the Insurer that the Certificate or Certificates of Insurance specifically conforms to all of the provisions required herein;
- 9.2.5 Provide and maintain "All Risks" Property Insurance and Business Interruption Insurance with extended coverage endorsement upon its merchandise, stock-in-trade, furniture, fixtures and improvements to the full replacement value thereof to include earthquake, flood, vandalism etc.;
- 9.2.6 Ensure that all insurance required to be maintained by the Society under this Agreement is:
- i. underwritten by a responsible insurance company or companies licensed to do business in the province of British Columbia;
 - ii. primary and does not require the sharing of any loss by any insurer that insures the City; and
- 9.2.7 Have the full responsibility to determine their own additional insurance coverage, if any, including Workers Compensation, that are necessary and advisable for its own protection and/or to fulfill its obligations under this contract. Any such additional insurance shall be provided and maintained by the Society at their own expense.
- 9.2.8 Provide and maintain Motor Vehicle Insurance, including Bodily Injury and to provide a certificate confirming liability insurance in the amount of not less than \$2,000,000 with the Insurance Corporation of British Columbia on any licensed motor vehicles of any kind used by the *Operator* in providing services; and
- 9.2.9 Agree to deliver a certified copy of any required certificate of insurance to the City within ten (10) days after demand therefore by the City.
- 9.3 The Society shall neither cancel nor approve any material change to the insurance policy(s) without having first received written approval of the City.

10.0 INSURANCE RECOVERIES

- 10.1 The parties agree that any recovery of insurance proceeds by the Society in respect of damage to or destruction of the Museum and fixtures and contents installed by the Society shall be applied to replace or repair the same unless the Society and the City agree otherwise.

11.0 INDEMNIFICATION AND RELEASE

- 11.1 The Society will indemnify and save harmless the City and its elected and appointed officials, officers, employees, agents, successors against any and all liabilities, obligations, damages, penalties, claims, costs fines, suits, demands and causes of action to, by or on behalf of any person, group, firm or corporation arising from the occupation or use of the Museum or the Land by the Society or its invitees, employees, agents, members or any other person or persons for whose acts the Society is liable in law, or from any breach of the Society of any covenant, term of provision of this Agreement by the Society or its members, servants or agents or that might arise during the occupancy of the Museum and the Land by the Society under this Agreement; save and except where any such matter is the cause of an act by the City or anyone for whom the City is in law responsible. For certainty, the reference to the Society in the previous section also refers, where the context so allows, to its directors, officers, employees, agents, contractors, subcontractors and others for whom it is responsible in law. The indemnities contained in this Agreement will survive the expiration or earlier termination of the Term.
- 11.2 The Society releases the City from all claims and demands which the Society may at any time have against it or its elected officials, officers, employees, agents or others, in respect of any matter arising from or related to this License.

12.0 SOCIETY'S STANDING

- 12.1 The Society shall ensure that it complies with all legal requirements to maintain its standing as a Society under the Society Act.

13.0 SOCIETY NOTIFICATION OF CHANGE TO CONSTITUTION OR BYLAWS

- 13.1 The Society shall advise the City in writing of any material changes to its Constitution or Bylaws.

14.0 AMENDMENT OF AGREEMENT

- 14.1 This Agreement may only be amended by a subsequent written agreement signed by the parties.

15.0 ASSIGNMENT AND SUBLICENSING

- 15.1 The Society shall not assign the benefit of this Agreement in whole or in part without the prior written consent of the City and, except as specifically and expressly provided in this Agreement.

16.0 TERMINATION OF THE AGREEMENT

- 16.1 Either party may terminate this Agreement at any time by giving the other party six months advance notice of its intention to terminate, such notice to be given in writing on the last day of any month.
- 16.2 Upon breach by the Society of any term or condition of this Agreement, the City may give to the Society 30 day's notice to commence action to correct such breach to the satisfaction of the City. If such breach is not corrected within an agreed reasonable period, or if the Society fails to begin and diligently pursue steps to cure the breach to the reasonable satisfaction of the City within 30 days after notice of the breach is given by the City, the City may terminate the License and this Agreement by giving notice of termination to the Society. The License and this Agreement, except sections 11.1 and 11.2 terminate immediately on the giving of notice of termination by the City to the Society. The City may recover all fees, costs and damages due to the City under this Agreement by suit or otherwise.
- 16.3 The City may immediately terminate this Agreement if any of the following events arise:
- a) The Society makes an assignment for the benefit of creditors;
 - b) that the Society, for an unjustifiable reason fails to hold a general meeting of members for a consecutive period of eighteen (18) months or longer;
 - c) the Society becomes bankrupt or insolvent or takes the benefit of any Act now or hereafter in force for bankrupt or insolvent debtors;
 - d) that any order is made for the winding up of the Society; or
 - e) the Society is struck off the Corporate Register by the Registrar for any just reason whatsoever.
 - f) The Society or the City terminates the Management and Operating Services Agreement.
- 16.4 The City may give to the Society 30 days notice to rectify the matter in question after which time, if the problem is not rectified to the satisfaction of the City, the License will be forfeited and void.
- 16.5 Waiver by the City of any breach of any term, covenant or condition of this Agreement by the Society must not be deemed to be a waiver of any subsequent default by the Society. Failure by the City to take any action in respect of any breach of any term, covenant or condition of this Agreement by the Society must not be deemed to be a waiver of such term, covenant or condition.
- 16.6 No reference to or exercise of any specific right or remedy by the City prejudices or precludes the City from any other remedy, whether allowed at law or in equity or expressly provided for in this Agreement. No such remedy is exclusive or dependent upon any other such remedy, but the City may from time to time exercise any one or more of such remedies independently or in combination. Without limiting the generality of the foregoing, the City is entitled to commence and maintain an action against the Society to collect any moneys not paid when due, without exercising the option to terminate this Agreement.

17.0 SURRENDER OF CONTROL OF MUSEUM

17.1 The Society shall, at the expiration or earlier termination of the Agreement, unless the parties enter into a new agreement, peaceably surrender and yield the Museum to the City in good and substantial repair in all aspects, reasonable wear and tear and damage by force majeure only accepted. The Society is not entitled to any compensation for any loss, including economic loss, or injurious affection or disturbance resulting in any way from the termination of the licence in this Agreement.

18.0 DEFAULT

18.1 Should the Society default in the observance or performance of any of the terms and conditions of this Agreement the City may, in addition to its right to terminate this Agreement pursuant to section 16.2 herein, pursue such other remedies as are provided to it in law.

19.0 STRICT PERFORMANCE

19.1 The failure of the City to insist upon strict performance of any covenant or condition contained in the Agreement or to exercise any right or option hereunder shall not be construed or operate as a waiver or relinquishment for the future of any such covenant, condition, right or option and no waiver shall be inferred from or implied by anything done or omitted by the City save only express written waiver in writing.

20.0 NOTICE

20.1 Any notice or instrument required to be given or made by this Agreement shall be in writing and either delivered in person, faxed or sent by registered mail to the other party at the address set out below, or at such other address as each party may designate by notice in writing to the other party:

City of Courtenay
830 Cliffe Avenue
Courtenay BC, V9N 2J7
Attention: Director of Recreation and Cultural Services

Any notice herein provided or permitted to be given by the City to the Society will be sufficiently given if delivered to the Society addressed to:

Courtenay and District Historical Society
207-4TH Street,
Courtenay, BC V9N 1G7
Attention: Executive Director

The address for notice may be changed by either party from time-to-time by providing written notice of such change as herein contained.

20.2 If any question arises as to when notice was given, it shall be deemed to have been received by the intended recipient on the earlier of the day it was received, or on the fifth day after it was mailed, faxed or otherwise given to the intended recipient.

21.0 GENERAL

- 21.1 Wherever the singular or masculine is used herein, the same shall include the feminine, plural and body corporate or politic where the context or the parties so require.
- 21.2 Headings are provided for convenience only and do not form part of the terms of this Agreement. Wherever the singular or masculine is used herein, the same shall include, the feminine, plural and body corporate or politic where the context or the parties so require.
- 21.3 If any section of this Agreement shall be found to be illegal or unenforceable, then such section shall be considered to be separate and severable from this Agreement and the remaining sections of this Agreement shall be unaffected thereby and shall remain and be enforceable to the fullest extent permitted by law as though the illegal or unenforceable section had never been included in this Agreement.
- 21.4 There are no promises or obligations by or on behalf of either party other than the express covenants and provisions contained in this Agreement upon which any rights against either party may be founded. This Agreement constitutes the entire agreement between the parties hereto, and shall supersede all negotiations representations, documents, and previous agreements made by either party in respect to the management, operations and maintenance of the Museum.
- 21.5 This Agreement shall enure to the benefit of and be binding upon the parties hereto and upon the parties' respective successors and assigns.
- 21.6 Time shall be of the essence in this Agreement.
- 21.7 Each party hereto shall execute and deliver all such further assurances, documents and instruments and do all such further acts as may be reasonably required to carry out the full intent and meaning of this Agreement.
- 21.8 In the event that an agreement between the City Representative and the Society cannot be reached on matters involving the City's or the Society's interests, the Society or the City Representative may appeal the matter to the City Council. A decision of the Council will be final and be binding on all matters that require City consent or approval.
- 21.9 It is understood and agreed that the Society and all agents, servants and employees of the Society are not and shall not be deemed to be agents, servants or employees of the City.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the reference date above.

CITY OF COURTENAY by its
authorized signatories:

**COURTENAY AND DISTRICT HISTORICAL
SOCIETY** by its authorized signatories:

Name: Larry Jangula, Mayor

Name: John Wilson, Chair

Date : _____, 2017.

Date : _____, 2017.

Name: John Ward, Director of Legislative
Services

Name: _____,

Date : _____, 2017.

Date : _____, 2017

Schedule A

MANAGEMENT AND OPERATING SERVICES AGREEMENT COURTENAY AND DISTRICT MUSEUM AND PALEONTOLOGY CENTRE

WHEREAS:

- A. It is the goal of the Courtenay and District Historical Society (hereinafter called the "Society") to manage and operate the Courtenay and District Museum and Paleontology Centre located at 207-4th street Courtenay, British Columbia (hereinafter call the "Museum") for community benefit.
- B. It is the City of Courtenay's (hereinafter referred to as the "City") objective to invest in key relationships and continue to engage and partner with service organizations for community benefit.
- C. The City and the Society wish to enter into this Management and Operating Agreement for the provision of curatorial, interpretation, research activities to promote natural and cultural heritage awareness in the community.

NOW THEREFORE, the parties agree as follows:

1. This Agreement shall commence on the 1st day of May, 2017, and expires the 29th day of April, 2022 unless terminated or extended as herein provided.
2. During the term of this Agreement, the Society shall, subject to the conditions herein set forth, plan, deliver, supervise, and manage the Museum as outlined in 3.a).
3. The Society, in the performance of its responsibilities for planning, delivering, supervising, and managing services agree to the following:
 - a) At the date of execution of this Agreement the Society shall provide a management synopsis outlining how the Society will be meeting the core deliverables in the provision of its services:
 - i. **Support natural and cultural heritage awareness in the community:**
 - Maintain, collect, preserve the Museum Collection.
 - Maintain program subjects which are to include but are not limited to: fossils, geology, First Nations History, pioneer settlement history and social history of the Comox Valley
 - Partner with other local organizations to support natural and cultural heritage awareness in the community.
 - ii. **Provide an inclusive and accessible Museum.**
 - Operate a museum which is inclusive and accessible to members of the community despite physical or economic barriers.

- iii. **Promote and schedule diverse programs and exhibits:**
- Establish a permanent collection for display.
 - Schedule changing exhibits which highlight local, regional or provincial collections.
 - Offer on-site and outdoor programming suitable for all age groups.
- b) Over the term of the Agreement the parties will consider whether any additional core deliverables will be delivered under 3. a).
- c) By October 1st, of each year of this Agreement the Society will provide the City with a detailed management proposal including a financial plan for the up-coming fiscal year in a form acceptable to the City covering each of the areas outlined in 3. a) for the next fiscal year. Upon written agreement to the management proposal by both parties, it shall form part of, and be deemed to be subject to, the terms and conditions of this Agreement.
- d) By October 1st, of the subsequent year of the agreement a detailed summary outlining the following information:
- Total number of visitors to the Museum and total number of participants in the outreach programs and event attendance for the previous fiscal year.
 - Summary of the exhibits, programs and events the museum operated.
 - Executive summary outlining how the Society met the key core deliverables outlined under 3.a).
- e) By or before May 1, 2021, the Society will complete and submit to the City a list of the Museum Collection.
- f) The Society agrees that it will undertake fundraising projects and the proceeds of such projects will be directly related to the Society's responsibilities under this Agreement through operating, programming, staffing, maintenance and special projects associated with preservation and interpretation of the Museum's collection and for the purpose of capital improvements or purchase of furnishings, fixtures, or equipment for the Museum or to increase the Museum's collection.
- g) Partner with the City in Museum building or ground capital improvement projects which activities may include: the participation in project scope development, assist in grant writing proposals, provide financial contributions to capital projects provided such projects are for the purpose directly related to the Society's core deliverables identified in 3 a).

4. a) The City will grant to the Society a management and operating fee of \$177,500 annually for providing Museum management and operating services. The management and operating fee amount shall be subject to annual budget approval by City Council and maybe considered for amendment subject to City Council approval.
- b) The management and operating fee shall be paid by the City within forty-five days of receipt of invoice from the Society, which invoices shall be submitted and paid separately due to BC Gaming Fund requirement according to the dates listed on the chart below and subject to the City's annual operating budget approved by City Council.

Date of Invoice	Management and Operating Fee (Tax Revenue Funded)	Date of Invoice	Management and Operating Fee (BC Gaming Funded)	
April 1 st	\$31,875	April 1st	\$25,000	
July 1st	\$31,875	August 1st	\$25,000	
October 1 st	\$31,875			
January 1st	\$31,875			
Annual Total	\$127,500 *		\$50,000	\$177,500

*To increase at 2% each year subject to the City's annual operating budget approved by City Council.

- c) All revenue obtained from the management and operation of the Museum will become the property of the Society. The Society covenants and agrees that all revenue must be used exclusively for Museum operations.
 - d) Should there be a surplus in any year of operating revenues and the City contribution exceeding operation costs, the Society will be entitled to retain the surplus for Museum operations and reserves. The Society must not incur a deficit in excess of accumulated surpluses.
5. The Society covenants and warrants with the City that:
 - a) The Society is, and shall remain throughout the term of this Agreement, a valid and subsisting Society in good standing incorporated pursuant to the laws of the Province of British Columbia, and shall not change its corporate structure or status, without the prior written consent of the City;
 - b) Board members and staff people of the Society must be subject to the Society's "Conflict of Interest" policies. No Society board member or staff person may knowingly engage in any activity that, in the opinion of the City would constitute a conflict of interest, or potential conflict of interest between that board member or staff person and either the Society or the City.
 - c) The Society will handle personal information provided by the City to the Society in accordance with the *Personal Information Protection Act* (the "Act") of British Columbia;

- d) The Society shall maintain proper accounting records with respect to income and expenditures in accordance with generally accepted accounting principles and upon reasonable notice, shall allow representatives of the City reasonable access to its books and records during normal business hours;
 - e) The Society shall provide the City and present to Council an annual operating and capital budget and a five year financial plan for the management proposal as detailed in Section 3 above by October 1st in each year the Agreement is in effect, provided that the City is contributing resources towards the programs and activities;
 - f) The Society will prepare and deliver to the City a reviewed statement of expense and income with respect to all revenues from and expenses for the use and operation of the Museum and Land as well as reviewed statement of all related assets and liabilities. The Society will cause such annual financial statements to be reviewed by its accountant and thereafter submitted to the City Representative for consideration no later than October 1st of each year for the most recent fiscal year.
 - g) Any funding to be provided by the City shall be subject to the approval of the City, shall be reviewed annually, and may be revoked or reduced by the City at any time in the event of program priority changes, budget, grant, or other funding constraints. The City shall act in good faith and make all reasonable efforts to provide advance warning of funding reductions to the Society;
 - h) The Society shall conduct each program and activity in an effective, efficient, safe and professional manner in accordance at all times;
 - i) Whenever appropriate, the Society shall publicly recognize the City of Courtenay as a major government funder for its contribution to the Society.
6. Notice, when and if required to be given to either party by this Agreement, shall be deemed effectively given and received if given in writing to the other party by registered mail or personal service addressed as follows:

CITY OF COURTENAY

**ATTN: Director of Recreation and Cultural Services
830 Cliffe Avenue
Courtenay, BC
V9N 2J7**

COURTENAY AND DISTRICT MUSEUM SOCIETY

**ATTN: Executive Director
207-4TH Street,
Courtenay, B.C.
V9N 1G7**

Either party may change its address for notice by providing notice to the other in accordance with this Agreement.

7. This Agreement may be terminated under the following circumstances:
- a) In the event that the Society fails to honour any of the provisions, covenants or warranties of the Agreement (including all Schedules) contemplated hereby or at any time in effect between the parties, the Society shall have thirty (30) working days to rectify the situation or the City may, at its option, terminate this Agreement by giving the defaulting party thirty (30) days written notice.
 - b) In the event the Society goes Bankrupt, is placed into receivership, takes advantage of any law for the protection of insolvent debtors, allows any judgement to be entered against it, or allows any of its assets to become the subject of seizure or distress; this Agreement shall immediately terminate.
 - c) In the event the Society ceases to occupy and operate a Museum at the current location, this Agreement shall immediately terminate.
 - d) In the event this Agreement is terminated prior to the expiration of its term, the City shall be released of its obligations under this Agreement to further fund the Society. The Society shall, if required by the City, refund to the City such monies as may have been advanced by the City as are in excess of amounts contributed or otherwise irrevocably committed by the Society in respect of work plan being provided by the organization hereunder.
 - e) Either party may terminate this Agreement at any time by giving the other party six months advance notice of its intention to terminate, such notice to be given in writing on the last day of any month.

IN WITNESS WHEREOF the parties hereto have hereunto affixed their seals the day and year first above written.

The Corporate Seal of the)
CITY OF COURTENAY)
was hereunto affixed in)
the presence of:)
)
)
_____)
Larry Jangula, Mayor)
)
)
_____)
John Ward, Director of Legislative Services)



STAFF REPORT

To: Council
From: Chief Administrative Officer
Subject: Trail construction requirements at 2880 Arden Road

File No.: 3300-20-1502
Date: April 3rd, 2017

PURPOSE:

The purpose of this report is for Council to consider waiving its interest in requiring construction of a portion of trail/walkway as part of the development of 2880 Arden Road.

CAO RECOMMENDATIONS:

THAT based on the April 3rd 2017 Staff report “Trail construction requirements at 2880 Arden Road”, the City waives its interest in requiring construction of a portion of trails and boardwalks identified in section 3(b) of covenant CA2638428 and will accept cash in lieu to improve other pedestrian connectivity in the area.

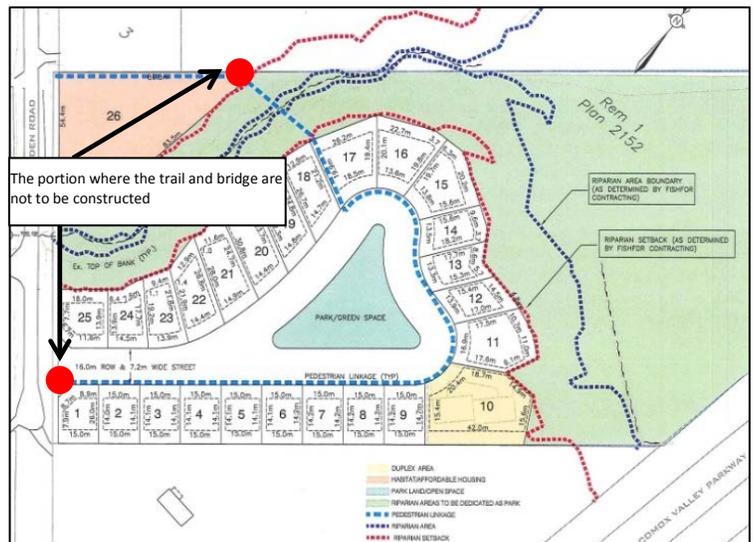
Respectfully submitted,

David Allen, BES, CLGEM, SCLGM
 Chief Administrative Officer

BACKGROUND:

The subject property is at 2880 Arden Road, legally described as Lot 1, District Lot 231, Comox District, Plan 2152, Except Part in Plans VIP68939 and VIP81437.

Council adopted Zoning Amendment Bylaw 2683 in 2011 to facilitate the proposed bare land strata development. At that time a covenant was registered on the property title outlining various development and amenity requirements including the construction of a trail and boardwalk through the site. To date the property is still vacant but the owner has submitted an application to subdivide.



Location Map (source: Bylaw No. 2683)

DISCUSSION:

Section 3(b) of Covenant CA2638428 requires that the owner construct trails prior to subdivision of the land. However, as a bare land strata development portions of the trail will need to be within a statutory right of way granting public access through the private development. Similar to all public assets the walkway must be maintained by the City and its location in a strata development, rather than a public road/park, makes this more challenging. The conflict between public and private assets is further complicated by subsurface strata infrastructure which may interfere with maintenance of the public walkway and vice versa. The City’s Parks Division has also identified that the proposed trail has no extended connections other than creating just a short loop within the strata development.

Accordingly, during review of the subdivision application current City staff requested reconsideration of this requirement. City staff, the owner’s agent, as well the owner has agreed that the proposed trails would not provide greater benefits to the community and have come up with an alternative solution. The proposed alternative is to relocate and construct the trail only along the southern boundary of Lot 26 adjacent to the Park Land, with the intent that it would later connect to existing trails through future development of the lot to the north (**Attachment No. 1**). Instead of constructing the entire trail and bridge, the owner has agreed to provide the City a cash contribution equal to the cost of constructing them for use in developing another trail system or parks in the vicinity of the subject property. The total estimated cost of constructing the trails and bridge are shown on **Attachment No. 2**.

Since the proposed trail development is part of a covenant with the City, the requirement must be waived by Council prior to subdivision of the subject property (**Attachment No. 3**).

FINANCIAL IMPLICATIONS:

There are no direct financial implications related to this bylaw amendment.

ADMINISTRATIVE IMPLICATIONS:

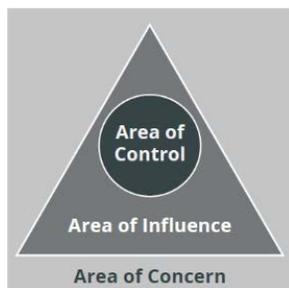
Staff have spent approximately 5 hours reviewing and preparing this report.

ASSET MANAGEMENT IMPLICATIONS:

The City will incur future maintenance costs associated with the trail infrastructure regardless of its location.

STRATEGIC PRIORITIES REFERENCE:

The decision to not require trail construction is within Council’s area of control. As well, it aligns with the strategic priority to support meeting the fundamental corporate and statutory obligations of the City.



We focus on organizational and governance excellence

- We support meeting the fundamental corporate and statutory obligations

● **Area of Control**

The policy, works and programming matters that fall within Council's jurisdictional authority to act.

OFFICIAL COMMUNITY PLAN REFERENCE:

Not applicable.

REGIONAL GROWTH STRATEGY REFERENCE:

Not applicable.

CITIZEN/PUBLIC ENGAGEMENT:

There is no public engagement required for this request.

OPTIONS:

OPTION 1: Council not require construction of the trails and boardwalks outlined in section 3(b) of covenant CA2638428 and take cash in lieu of the works. (Recommended)

OPTION 2: Council require construction of the trails and boardwalks outlined in section 3(b) of covenant CA2638428 based on challenges with maintenance and access outlined in the report.

Prepared by:



Tatsuyuki Setta, MCIP, RPP
Manager of Planning

Approved by:

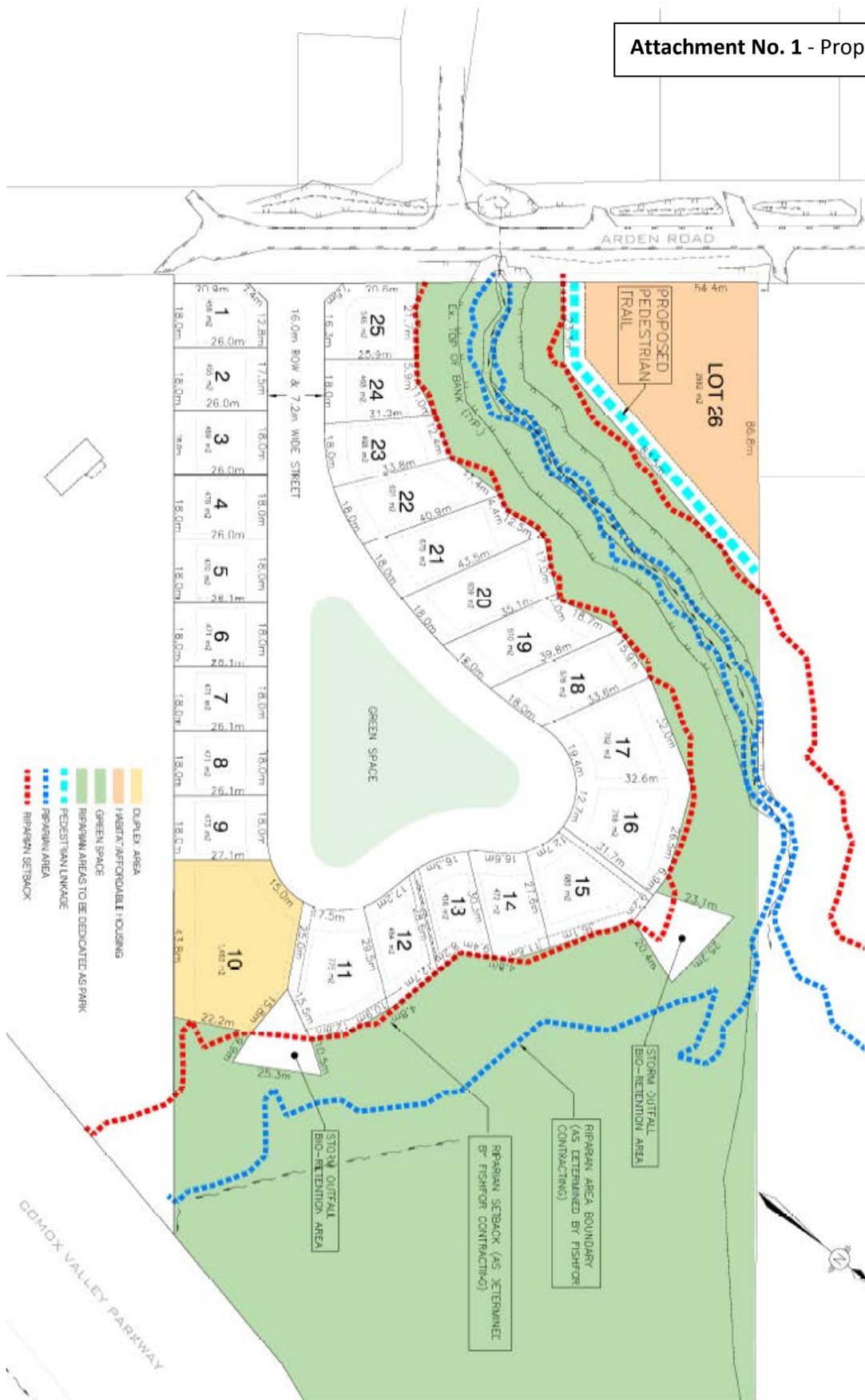


Ian Buck, MCIP, RPP
Director of Development Services

Attachments:

1. *Attachment No. 1: Proposed Trail*
2. *Attachment No. 2: Total cost estimate approved by the professional engineer*
3. *Attachment No. 3: Section 3(b) of Covenant CA2638428*

Attachment No. 1 - Proposed Trail



Attachment No. 2 – Cost estimate for cash in lieu

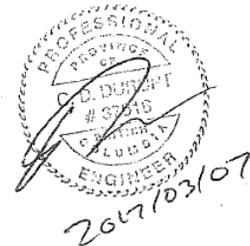
**CONSTRUCTION COST ESTIMATE
 BRIDGE AND WALKWAY CONSTRUCTION
 Cash in Lieu works**

2211-46572-2
 Rev. 2 - Mar. 7, 2017
 Prepared by CDE
 Checked by CDE
 Reviewed by CDE

<u>Item</u>	<u>Description</u>	<u>Unit</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Sub total</u>	<u>Total</u>
<u>GRAVEL TRAIL CONSTRUCTION</u>						
1.1	Clearing and grubbing	m ²	78	\$ 8	\$ 624	
1.2	Subgrade prep	m ²	78	\$ 4	\$ 312	
1.3	75mm minus pit-run sub-base (200mm)	m ²	78	\$ 8	\$ 624	
1.4	20mm minus crushed granular base (150mm)	m ²	78	\$ 16	\$ 1,248	
1.5	Cart path chip (75mm)	m ²	78	\$ 20	\$ 1,560	
1.6	Shoulder restoration and remediation (Restorative plantings on reclaimed native soil)	m ²	31	\$ 15	\$ 465	
	Subtotal					\$ 4,800
<u>CONCRETE WALKWAY CONSTRUCTION</u>						
2.1	Clearing and grubbing	m ²	85	\$ 8	\$ 680	
2.2	Subgrade prep	m ²	85	\$ 4	\$ 340	
2.3	75mm minus pit-run sub-grade fill (200mm)	m ²	85	\$ 8	\$ 680	
2.4	20mm minus crushed granular base (100mm)	m ²	85	\$ 13	\$ 1,105	
2.5	Concrete surface (125mm)	m ²	85	\$ 103	\$ 8,755	
2.6	Shoulder hydroseed	m ²	85	\$ 4	\$ 340	
2.7	Chainlink Fencing	lm	68	\$ 94	\$ 6,392	
	Subtotal					\$ 18,300
<u>BRIDGE CONSTRUCTION</u>						
3.1.1	Materials - Lockblocks	ls	1	\$ 350	\$ 350	
3.1.2	Materials - Conc. walls	ls	1	\$ 1,250	\$ 1,250	
3.1.3	Materials - Decking	ls	1	\$ 1,900	\$ 1,900	
3.1.4	Materials - Lumber, bolts, etc.	ls	1	\$ 3,100	\$ 3,100	
3.1.5	Materials - Steel frame	ls	1	\$ 3,400	\$ 3,400	
3.2	Deere 180 excavator	hr.	15	\$ 200	\$ 3,000	
3.3.1	Labour - Foreman	hr.	48	\$ 65	\$ 3,120	
3.3.2	Labour - Labourer	hr.	144	\$ 50	\$ 7,200	
	Subtotal					\$ 23,300
	Construction Subtotal					\$ 46,400
<u>ENVIRONMENTAL MONITORING</u>						
4.1	Environmental Monitor - three weeks of construction	ls	1	\$ 6,180	\$ 6,180	
	Subtotal					\$ 6,180
<u>ENGINEERING INSPECTION & RECORD DWGS</u>						
5.1	Compaction testing, Civil inspection, Structural inspection, Record Drawings and Sign-Off	%	5%	\$ 2,320	\$ 2,320	
	Subtotal					\$ 2,320
	TOTAL (rounded)					\$ 54,900

Notes:

- This estimate is based on pricing provided by local contractors (bridge) and prices in Spring/Summer 2016 for similar works within the City of Courtenay.
- This estimate is based on labour / materials estimate provided by Contractor for bridge construction.
- This estimate is based on labour estimates provided by Strategic Natural Resource Consultants for Environmental Monitor work.
- Engineering Inspection / Record Dwg is based on 5% of construction costs.
- This estimate is internally rounded.



Attachment No. 3 – Excerpt from Covenant

Page 6

sufficiency of which is hereby acknowledged), the parties hereto covenant and agree each with the other as follows:

1. The Grantor covenants and agrees with the City that:
 - (a) the Land must not be subdivided;
 - (b) the Land must not be altered;
 - (c) development of the Land, including by construction or placement of any building or structure on the Land, is prohibited;
 - (d) no building permit may be applied for in respect of the Land; and
 - (e) no occupancy permit may be applied for in respect of the Land.
2. Section 1 does not prohibit the Grantor from doing anything that, in the reasonable opinion of the City, is necessary to fulfill any of the conditions contained in section 3, but the Grantor must first obtain the written consent of the City before doing anything to fulfill any of those conditions.
3. The City must execute and deliver to the Grantor a discharge, in registrable form, of this Agreement from title to the Land, or any parcel subdivided from the Land, at the expense of the Grantor, if the Grantor has, to the satisfaction of the City:
 - (a) subdivided the Land in substantial accordance with the sketch plan of subdivision attached as Schedule "A" to this Agreement, thereby dedicating to the City that approximate 4.2 hectare portion of the Land as park shown on Schedule "A";
 - (b) prior to subdividing the Land, the Grantor has entered into a Section 219 Covenant with the City, on the City's standard terms, that prohibits any construction on proposed Lots 1 through 25 inclusive, shown on the sketch plan attached hereto as Schedule "A", until the Grantor has constructed trails and boardwalks within the park area referred to in section 3(a) above, to the standards prescribed by the City and to the satisfaction of the City Planner, including the provision of security for trail construction by letter of credit in an amount and on terms satisfactory to the City;
 - (c) prior to subdividing the Land, the Grantor has paid to the City the amenity amount for the City's "Parks, Recreation, Cultural and Seniors Facilities Amenity Reserve Fund" for each residential unit to be built upon proposed Lots 1 through 25 inclusive, calculated under the formula set out in s. 7.7(5) of the City's Official Community Plan, as amended from time to time, but in any event no less than \$1000 per residential unit; and;



STAFF REPORT

To: Council
From: Development Services Department
Subject: Development Variance Permit No. 1701 – 3199 Cliffe Avenue

File No.: 3090-20-1701

Date: April 3, 2017

PURPOSE:

The purpose of this report is to consider a Development Variance Permit to permit a third freestanding sign on the property located at 3199 Cliffe Avenue.

CAO RECOMMENDATIONS:

That based on the April 3rd, 2017 staff report “Development Variance Permit No. 1701 – 3199 Cliffe Avenue”, Council support approving OPTION 1 and proceed with issuing Development Variance Permit No. 1701.

Respectfully submitted,

David Allen, BES, CLGEM, SCLGM
Chief Administrative Officer

BACKGROUND:

The subject property located at 3199 Cliffe Avenue is zoned CD-8 (Comprehensive Development Eight Zone) and is occupied by the Anfield Retail Centre (also known as SmartCentres Courtenay).

The subject site is approximately 9.46 hectares (23.40 ac) in size and contains over 250,000 square feet of commercial retail space including: Walmart; Staples; Winners; Sleep Country; Sportcheck; Mark’s Workwarehouse; Petvalu; Great Clips; Best Buy; Reitman’s; the Bulk Barn; a medical clinic and the Royal Bank.

Colloway Reit Courtenay (the “owner”) has made an application for a Development Variance Permit to allow a third freestanding sign on the site. The sign is proposed to be located on the grass area on the east corner of the Kilpatrick Avenue intersection; one of the main access points/entrances to the site.

The applicant is proposing a freestanding sign, a Penguin Family, which has long since represented the company’s family values



Figure 1: Subject Property (outlined in yellow)



Figure 2: Subject Property (existing retail uses)

and is the SmartCentres logo. SmartCentres are a large format retail centre with over 200 locations across Canada.

The City of Courtenay's Sign Bylaw No. 2760 defines a free standing sign as "a permanent sign standing apart from a building that is affixed to the ground." The proposed sign is two sided and has a total sign area of 7.80 m² (84 ft²), a height of 2.1 m (7.0 ft.) and will be set back 6.0 metres from both the street edges (adjacent to Kilpatrick Avenue entrance and the service road located at the rear of the Reitman's store). The site plan shows that the proposed sign location meets the sight triangle setback which ensures that visibility is maintained for the traveling public utilizing the intersection.

The freestanding sign will be monument style which is defined as "a low profile free standing sign supported by a base that extends the entire length of the sign." A review of the applicant's submissions indicates that the applicant is proposing a monument sign with a heavy solid core made of fiberglass. Similar to figure 3 the sign will contain a black fiberglass base, red and white lettering and the penguin family statue on top of the sign's base.

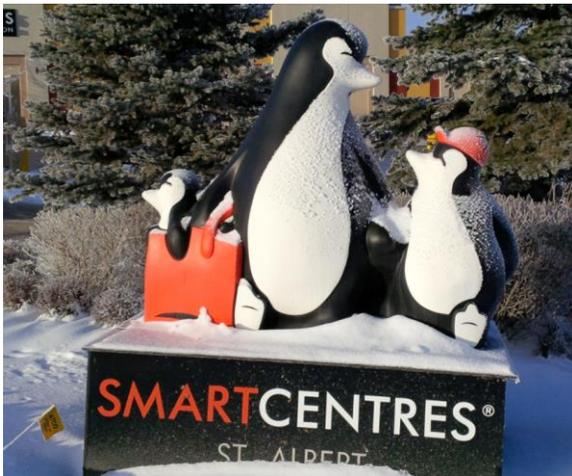


Figure 3: Example of the proposed sign in St. Albert, AB

From a landscaping perspective, the sign will be situated within a landscaped area of 5.0 m². This area will act to enhance the aesthetics of the sign and will help to screen the sign's base. The landscape plan indicates that the area where the sign is proposed contains a large lawn area, shrubs and a number of trees including maple and evergreens. The applicant is adding additional landscaping materials around the sign's base including euonymus, azaleas, rose bushes and japonica.



Figure 4: Existing landscaping where sign is to be located

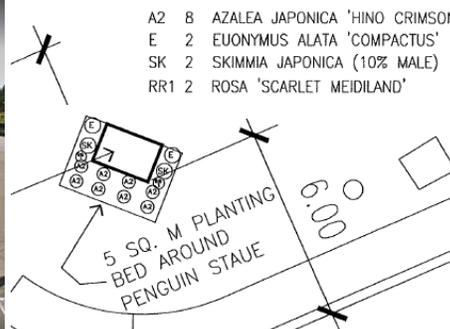


Figure 5: Proposed landscaping materials (to be added)

DISCUSSION:

The City of Courtney's Sign Bylaw was adopted in 2013 to regulate the number, size, type, appearance and location of signs for different uses and in different zones. Regarding the commercial and industrial uses within Comprehensive Development Zones the Sign Bylaw allows freestanding monument signs and specifically regulates the signs location, height, area and design.

The Sign Bylaw is also intended to minimize any possibility of signs being erected that could be a safety or hazard to life or property, or could create a traffic hazard or interfere with traffic control devices. The table below summarizes the Sign Bylaw's regulations applicable to freestanding signs on parcels that exceed 2.0 ha in area and the variance being sought by the applicant.

Summary of Relevant Regulations and Requested Variances

Freestanding Signs on Parcels that exceed 2.0 ha (4.94 acres) Section 5.3.5	Required	Variance Sought
	5.3.5 (a)(ii) Where there are two or more vehicular entrances, a maximum of two freestanding signs are permitted provided the signs are located a minimum of 50 metres apart.	The applicant is requesting that a third freestanding sign be permitted at a third vehicle entrance on the site.

The applicant has applied to vary section 5.3.5(a)(ii) to permit a third freestanding sign at a main vehicular entrance on Kilpatrick Avenue. The applicant has requested the variance to reinforce the SmartCentre Brand and to attract the attention of both the travelling public and pedestrians utilizing the public space.

The applicant's submissions indicate the proposal meets all other sign bylaw requirements respecting sign design, height, location and landscaping. The two other freestanding signs on the property are located at the right in only access off Cliffe Avenue and the intersection of Cliffe Avenue and Anfield Road. City mapping places the third sign 172 metres and 245 metres from the other two signs at their closest distances.



Figure 6: Existing freestanding signs onsite (red) and Proposed New Freestanding Sign (blue)

Staff recognizes that variances are sometimes necessary to achieve the intent of the Sign Bylaw which is: to enable businesses to market themselves and the products and services they have available to the public and to ensure the safety of pedestrians, cyclists and motorists. Staff also recognize that sign regulations are put in place to ensure the size, colours, design and the placement of signs are consistent with the character of the surrounding area.

Given the overall size of the site and number of access points to the development, staff believes a variance to permit the additional sign at one of the main entrances is reasonable.

FINANCIAL IMPLICATIONS:

Should Development Variance Permit No. 1701 be approved, the applicant would be required to apply for a sign permit. Sign permit fees are \$100 for freestanding sign over 2.5 m in height. The Development Permit Variance application fee paid by the applicant for the sign variance was \$400. There are no other financial implications related to this application.

ADMINISTRATIVE IMPLICATIONS:

The processing of development applications is included in the current work plan as a statutory component. Staff has spent 12 hours reviewing the application, conducting a site visit and meeting with the applicant to request additional information and an amended location plan. The City incurs costs related to mailing out notices and registering the notice of the permit with the land titles office.

If approved, there will be approximately one additional hour of staff time required to prepare the notice of permit, have it registered on title and close the file. Additional staff time will be required for processing and issuing the sign permit.

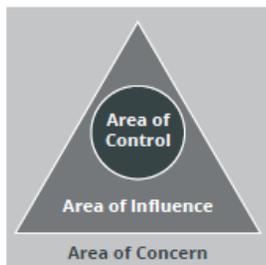
ASSET MANAGEMENT IMPLICATIONS:

There are no direct asset management implications related to this application.

STRATEGIC PRIORITIES REFERENCE:

Development applications fall within Council’s area of control and specifically align with the strategic priority to support meeting the fundamental corporate and statutory obligations of the City.

We focus on organizational and governance excellence ● We support meeting the fundamental corporate and statutory obligations



- **Area of Control**
The policy, works and programming matters that fall within Council's jurisdictional authority to act.
- ▲ **Area of Influence**
Matters that fall within shared or agreed jurisdiction between Council and another government or party.
- **Area of Concern**
Matters of interest outside Council's jurisdictional authority to act.

OFFICIAL COMMUNITY PLAN REFERENCE:

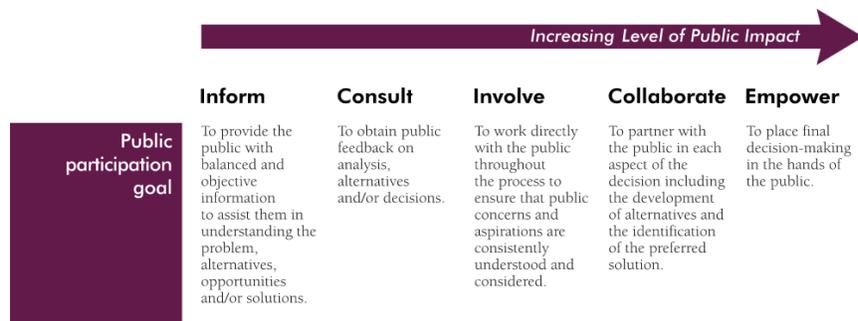
Not directly applicable.

REGIONAL GROWTH STRATEGY REFERENCE:

There are no Regional Growth management implications related to this application.

CITIZEN/PUBLIC ENGAGEMENT:

The level of public input staff is undertaking is to **Consult**. In accordance with the *Local Government Act*, the City has notified 32 property owners and occupants within 30 m of the property with regard to the proposed amendment. To-date, staff has received one email from a resident who inquired about why the proposed sign is needed on the site.



OPTIONS:

OPTION 1: (Recommended): Approve Development Variance Permit No. 1701

OPTION 2: Defer consideration of Development Variance Permit No. 1701 pending receipt of further information.

OPTION 3: Not approve Development Variance Permit No. 1701.

Prepared by:

Dana Leitch, MCIP, RPP
Planner 1

Reviewed by:

Ian Buck, MCIP, RPP
Director of Development Services

Attachments:

1. Attachment No. 1: Development Variance Permit and Associated Schedule
2. Attachment No. 2: Applicant's Written Submissions

THE CORPORATION OF THE CITY OF COURTENAY

Permit No. 3090-20-1701

Attachment No. 1:
*Development Variance
Permit*

DEVELOPMENT VARIANCE PERMIT

April 3, 2017

To issue a Development Variance Permit

To:

Property to which permit refers:

Legal: Lot A, Section 67, Comox District, Plan VIP71925
Civic: 3199 Cliffe Avenue

Conditions of Permit:

Permit issued to allow a freestanding sign with the following variances to the City of Courtenay Sign Bylaw No. 2760, 2013:

Section 5.3.5 (a)(ii) – to permit a third freestanding sign on the property legally described as Lot A, Section 67, Comox District, Plan VIP71925

Development Variance Permit No. 1701 is subject to the following conditions:

1. Freestanding sign must be located within a landscaped area of at least 5.0 m² as shown in *Schedule No. 1*, which is attached to and forms part of this permit;
2. Sign location must be in accordance with the plan contained in *Schedule No. 1*, which is attached to and forms part of this permit;
3. Sign dimensions and specifications must be in accordance with the renderings contained in *Schedule No. 2*, which is attached to and forms part of this permit;
4. Sign graphics and dimensions must be in accordance with the renderings contained in *Schedule No. 2*, which is attached to and forms part of this permit.

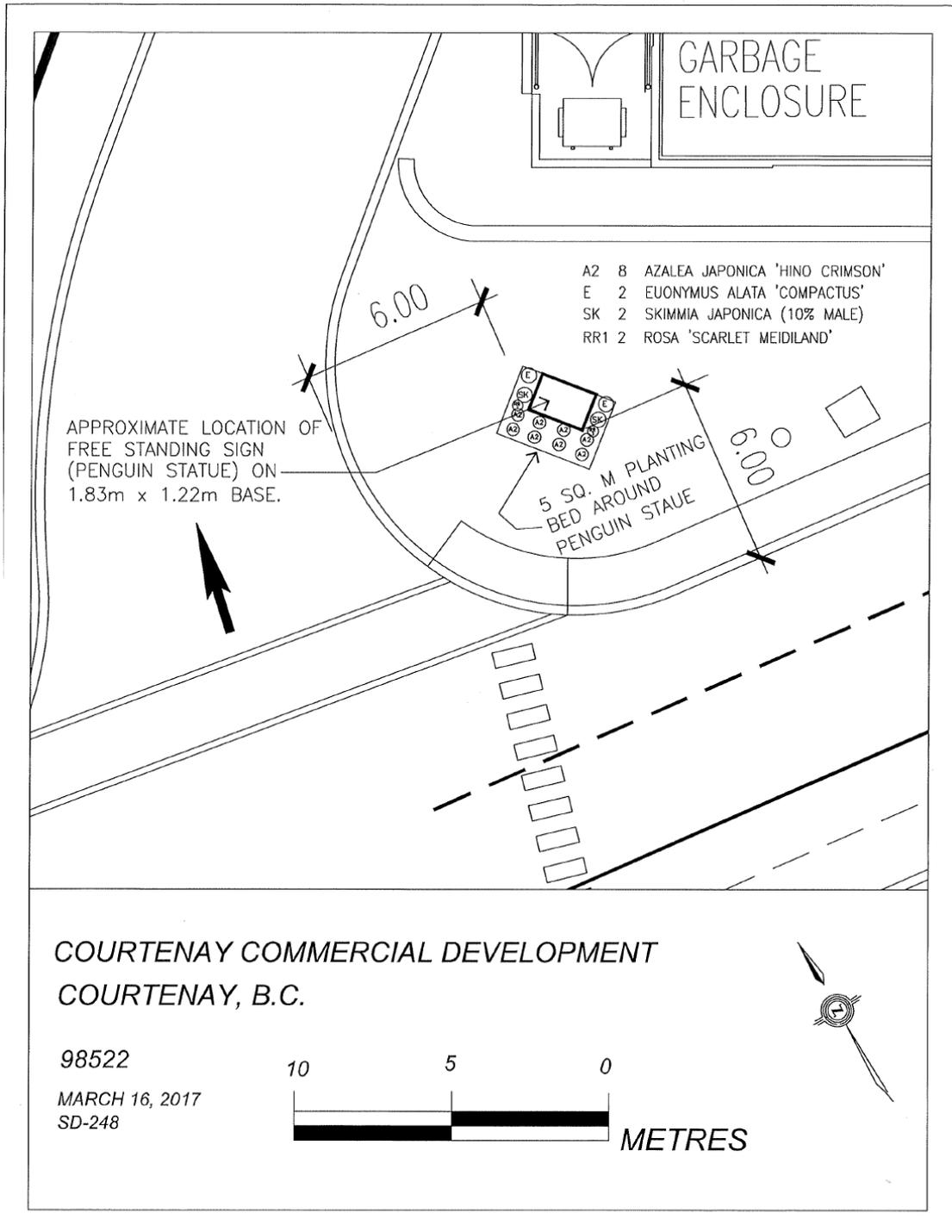
Time Schedule of Development and Lapse of Permit

That if the permit holder has not substantially commenced the construction authorized by this permit within (12) months after the date it was issued, the permit lapses.

Date

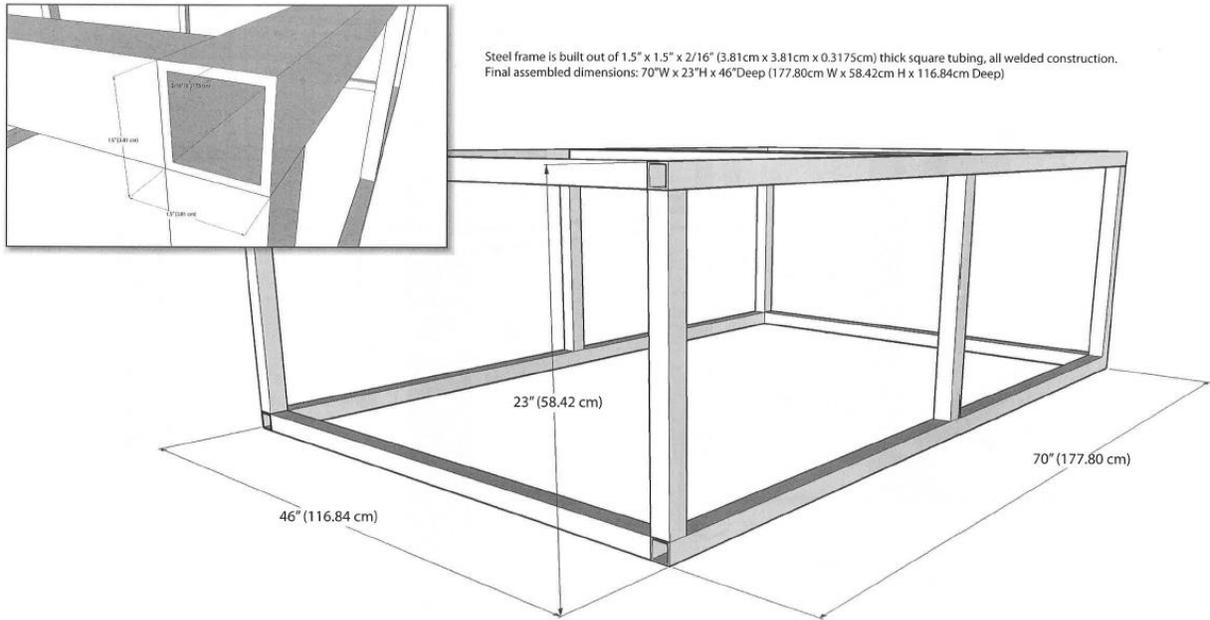
Director of Legislative Services

Schedule 1: Sign location and landscape Plan



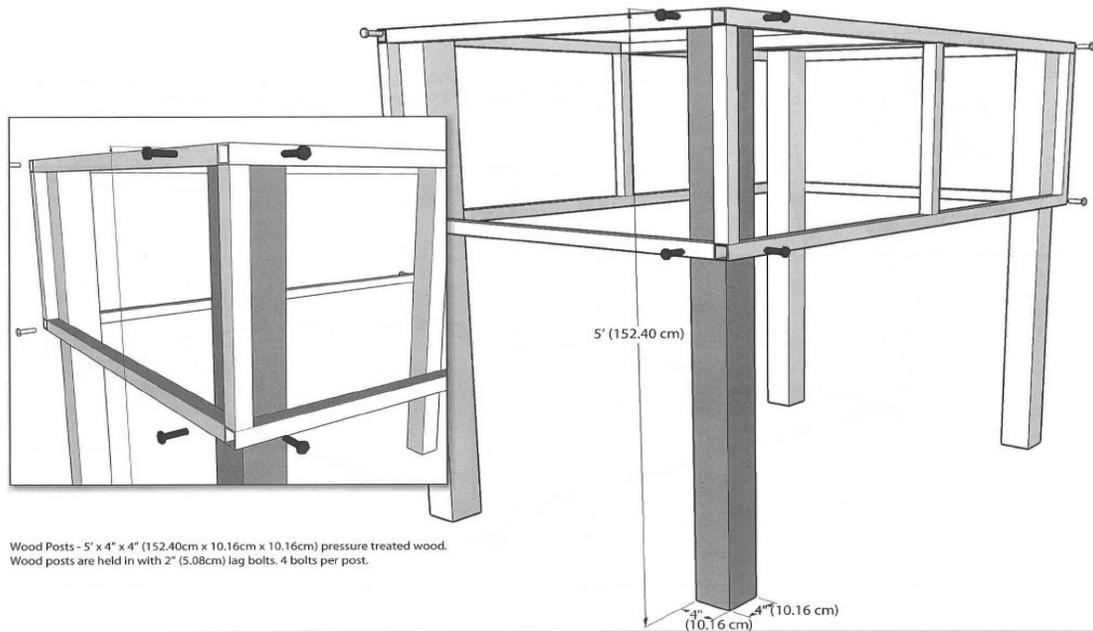
Schedule 2: Sign Base Dimensions and Specifications

Penguin Statue Construction Specifications - Steel frame construction



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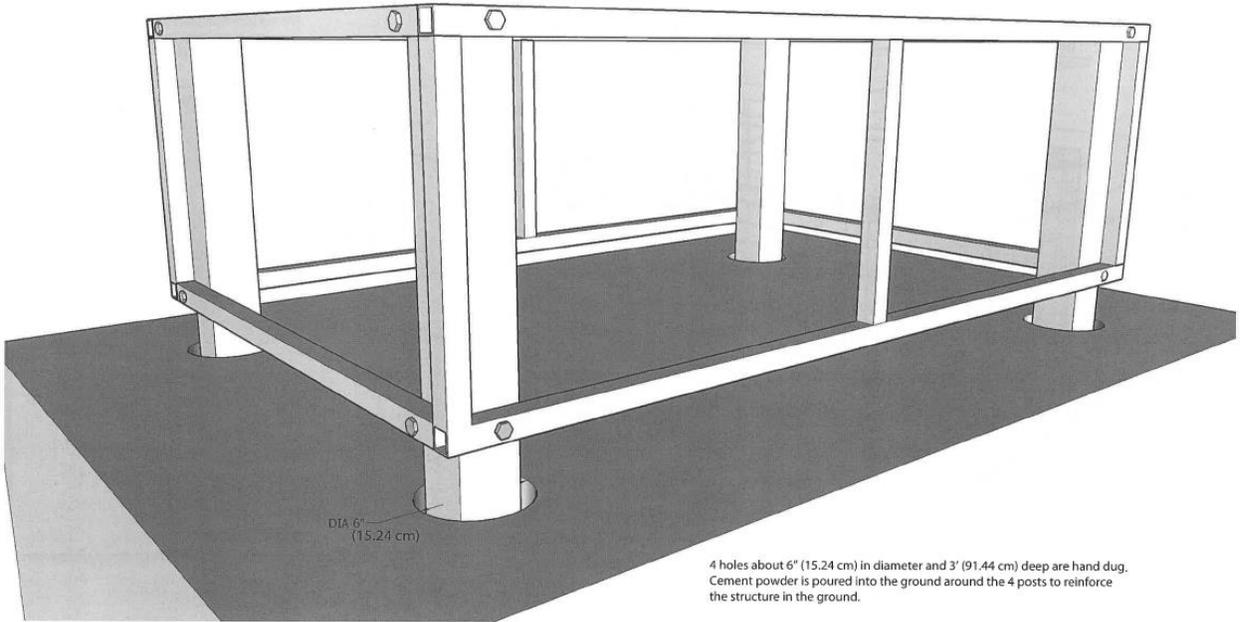
Penguin Statue Construction Specifications - Attaching the wood posts



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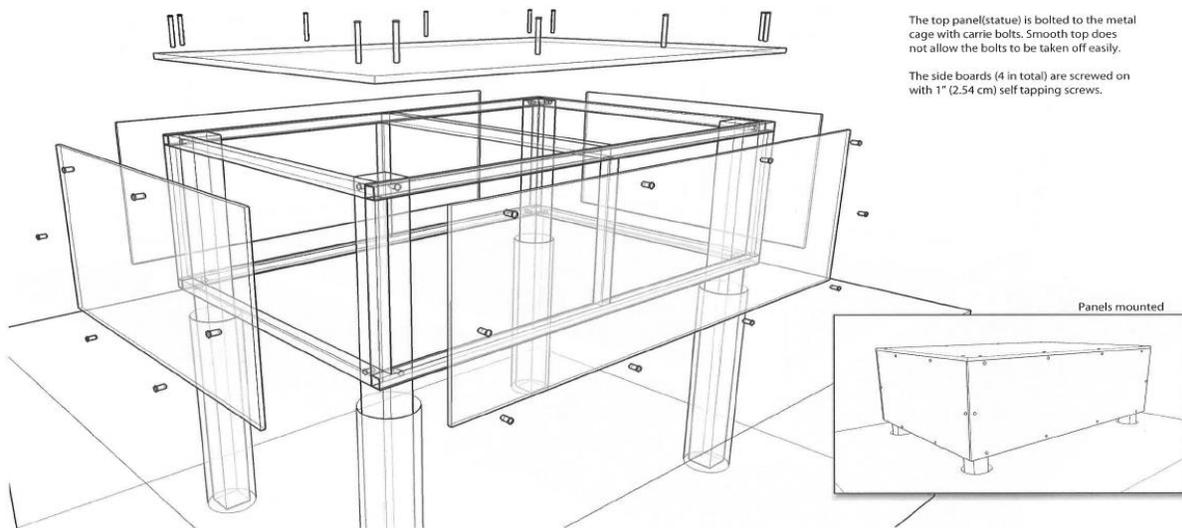
Schedule 2: Sign Base Dimensions and Specifications

Penguin Statue Construction Specifications - Installing the base in the ground



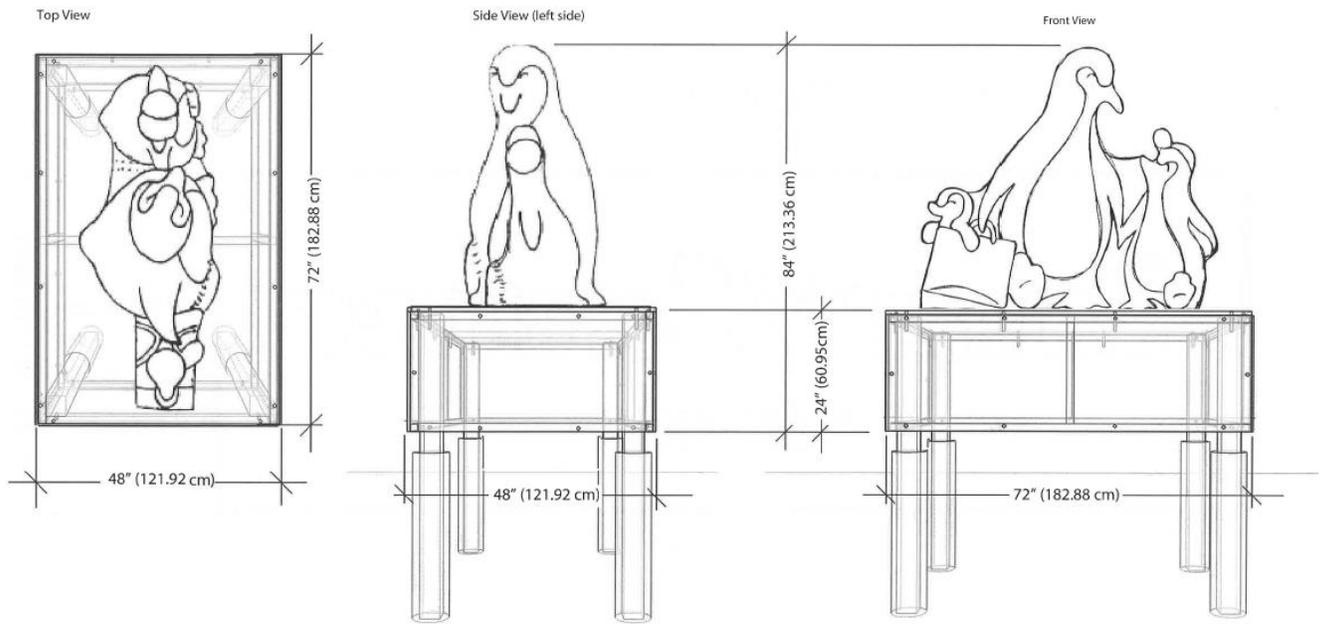
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Penguin Statue Construction Specifications - Mounting the panels



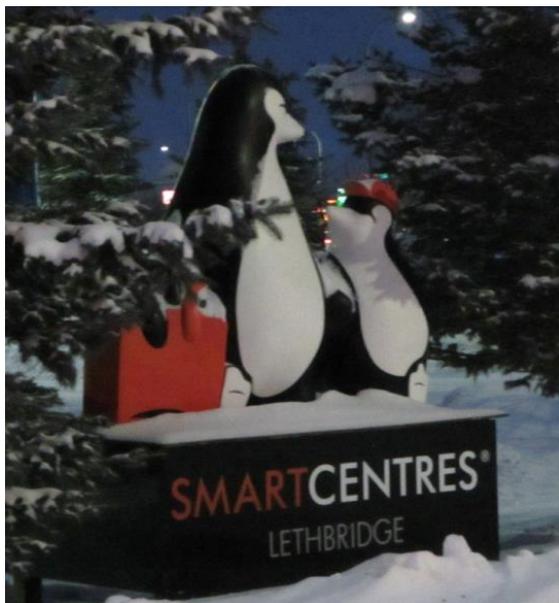
©Copyright SmartCentres Inc.

Schedule 2: Sign Graphics and Dimensions



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Attachment No. 1:
Applicant's Submissions



*Attachment No. 1: Applicant's Submissions
Project Description*

Calloway REIT (Courtenay) Inc.
200 - 700 Applewood Crescent, Vaughan, ON L4K 5X3

January 12, 2017

City of Courtenay
830 Cliffe Avenue
Courtenay, BC,
V9N 2J7

Attention – Dana Leitch – Planner I, Development Services

Dear Ms. Leitch,

RE: Development Variance Permit Application – Free-Standing Monument Sign

On behalf of Calloway REIT (Courtenay) Inc. please find enclosed a Development Variance Permit application for a proposed Free-Standing Monument Sign (Penguin Family Statue) for the property located at 3199 Cliffe Avenue, legally described as Lot A, Section 67, Comox District, Plan VIP71925, Courtenay, British Columbia.

More specifically, please find enclosed the following documents:

- Development Variance Permit Application – Freestanding Monument Sign
- Cheque in the amount of four hundred and twelve dollars and fifty cents (\$412.50) for application fees and title search
- Location site plan showing proposed sign location
- Penguin Statue construction specifications
- Schedule 1 – Site Profile
- Underground Storage Tank Removal Program – Amec Earth & Environmental Limited
- Soil and Groundwater Quality Investigation and Soil Remediation – Amec Earth & Environmental Limited

We are proposing an addition of a Freestanding Monument Sign (Penguin Family Statue) to the site. The proposed location is the grassed area in the East corner of the Kilpatrick Ave. intersection/entrance to the shopping centre, which is one of the main access points to the site.

The Courtenay SmartCentre is classified 'Comprehensive Development Eight Zone (CD-8)' in the Zoning Bylaw, and Section 5.3.5 a) iii – Freestanding Signs of Sign Bylaw 27.60, 2013, states that "for a parcel with more than one street frontage, one freestanding sign is allowed per frontage to a maximum of two freestanding signs per parcel." The proposal is to add a third freestanding sign to the property in order to welcome customers to the centre in a key access point that currently does not have any sign representation. The proposed location for the Freestanding Sign is adjacent to

*Attachment No. 1: Applicant's Submissions:
Project Description*

Driftwood Mall Exchange Bay A, which is a bus stop serviced by bus routes 1, 2, and 8. The sign would enhance the public realm near a major access point that is used by both vehicles and transit users, and would also act as an inviting visual cue and meeting point for wayfinding purposes.

The sign conforms to the Sign Bylaw requirements for freestanding signs, and is a unique, scale appropriate sign for the shopping centre.

The Penguin Family Statues are representative of our company's family oriented values and greatly enhance our SmartCentres brand representation. We have successfully installed numerous Penguin Family Statues across the country, and are really looking forward to having the opportunity to introduce them in Courtenay.

We trust these materials will be sufficient for your review, but please do not hesitate to contact the undersigned in the event that you require any additional information. Thank you for all of your assistance in this application.

Regards,



Daniel Lopez
Per Calloway REIT (Courtenay) Inc.

From: Michael Colclough [<mailto:michael@wachiay.com>]

Sent: March-23-17 12:23 PM

To: Allen, David

Subject: Indigenous Women Sharing Society

March 23, 2017

City of Courtenay

830 Cliffe Avenue

Courtenay, British Columbia, V9N 2J7

Attention: David Allen, Chief Administrative Officer

Reference: Indigenous Women Sharing Society

The attached request for funding submitted by the Indigenous Women Sharing Society to the City of Courtenay was brought to my attention March 22.

I thought I should inform you that Wachiay Friendship Centre Society already provides the activities noted within the covering letter, other than karaoke. Our services and programs are accessed by Aboriginal Elders, families, youth and individuals living within the Comox and Strathcona Regional Districts.

We are status, ethnicity and reserve blind. Accordingly all our programs and services are available to Aboriginal and non-Aboriginal people regardless of where they reside within the aforementioned districts. We have tracked in excess of 15,000 point-of-service contacts with the public during our current fiscal year.

Should the City of Courtenay consider funding such activities we would very much appreciate the opportunity to present our request to Mayor and Council. Please do not hesitate to contact me in the event you have any questions.

Waachiyehkw-Regards-Gilakas'la,
michael

Wachiay Friendship Centre



Michael Colclough
Executive Director

1625B McPhee Avenue
Courtenay, BC
Mailing Address: PO Box 3204
Courtenay, BC V9N 5N4

Phone: (250) 338-7793 ext. 231
Fax: (250) 338-7287
E-mail: michael@wachiay.com

File: 0540.20/IRTSC

March 16, 2017

Sent via email only: jward@courtenay.ca

Mayor and Council
City of Courtenay
830 Cliffe Avenue
Courtenay, BC V9N 2J7

Dear Mayor and Council:

Re: Comox Road multi-use path options

The Comox Regional District (CVRD) board, at its meeting of July 26, 2016, passed a resolution to establish an integrated regional transportation select committee (IRTSC). The committee's mission is to consider matters relating to collaboration on regional transportation projects, priorities and infrastructure including the specific promotion of a bike commuter path or multi-use corridor along Comox Road and the development of an application to the Ministry of Transportation and Infrastructure's BikeBC funding program for roadside greenway improvements.

The Comox Road project is currently envisioned as a multi-use path between Glacier View Drive in Comox and the 17th Street bridge in Courtenay; a total length of approximately 3.5 kilometres. This route is among the busiest roads in the Comox Valley, with traffic volumes in the range of approximately 17,000 vehicles per day. A successful multi-use path project along this corridor would shift a portion of these vehicle trips to more active transportation options, thus limiting future growth in vehicle trips and helping to reduce the long term asset management costs associated with maintaining or upgrading this road. This project is also aimed at improving the safety of this corridor for all road users.

At its February 15, 2017 meeting, the IRTSC considered a report dated January 27, 2017 (attached) regarding options for a multi-use path along Comox Road. At the same meeting, the IRTSC passed a motion, which was subsequently ratified by the CVRD board at its February 28, 2017 meeting, to request to appear as a delegation before the various councils to describe the benefits of the project.

I wanted to advise that the IRTSC and CVRD staff wish to conduct a technical workshop with staff from the various jurisdictions to obtain input on this project prior to formally requesting to appear as a delegation to your council. CVRD staff will coordinate with your staff regarding the workshop and when the multi-use path concept is more fully defined, we will then request to be a delegation.

For more information on this project, please contact Michael Zbarsky, manager of transit and sustainability, at 250-334-6037 or mzbarsky@comoxvalleyrd.ca .

Sincerely,

D. Frisch

David Frisch
Chair
Integrated Regional Transportation Select Committee

Enclosure: Staff report dated January 27, 2017

cc: David Allen, chief administrative officer
Debra Oakman, chief administrative officer
Ian Smith, general manager of community services branch
Michael Zbarsky, manager of transit and sustainability

DATE: January 27, 2017

FILE: 8550-03

TO: Chair and members
Integrated regional transportation select committee

FROM: Debra Oakman, CPA, CMA
Chief Administrative Officer

RE: Comox Road – multi-use path option

Purpose

The purpose of this report is to present to the integrated regional transportation select committee (IRTSC) a strategy for developing a multi-use path alongside Comox Road.

Policy analysis

The rural Comox Valley official community plan, Bylaw No. 337, 2014 includes the following policy statements related to cycling and pedestrian infrastructure:

Policy 23(7): Work with MOTI and neighboring municipalities of Courtenay, Cumberland and Comox to achieve network improvements including greenways, separated bikeways and off road greenway improvements to provide for active transportation options.

Policy 23(8): In cooperation with MOTI, encourage installation of cycling facilities in the order of priority noted in the transportation road network plan.

The Comox Valley Transportation Road Network Plan, 2014 states:

Objective 2: Increase opportunities for rural residents to walk, bicycle, and use public transit and increase the proportion of trips made by non-vehicle modes.

Objective 6: Provide for coordinated transportation infrastructure and services within the Electoral Areas and between adjacent jurisdictions.

5.2.1 Roadside Greenway Improvements: Comox Rd is listed as a priority.

BC on the Move is the Ministry of Transportation and Infrastructure's (MOTI) ten year transportation plan drafted in March of 2015. One of the priorities listed in the plan is to provide more transportation choices by investing in walking and cycling infrastructure and specifically mentions partnering with communities to build new bike lanes and trails throughout BC.

The document refers to investing in cycling and pedestrian infrastructure including separated bike paths and wider shoulders to 'promote safety and comfort for those travelling by bike' (BC on the Move, page 40). Survey responses that guided the document revealed that 72 per cent of respondents said enhancing cycling infrastructure and improving transportation choices were important. Key Priority 6: Investing in cycling

Executive summary

In follow up to the discussion at the December 1, 2016 meeting of the IRTSC regarding options for active transportation infrastructure along Comox Road, this report presents further information on development of a multi-use path (MUP) along the upland side of Comox Road. Much of the success of this project in attracting ridership and resulting mode-shift from single occupancy vehicles is

contingent on how well the proposed path connects to existing and planned cycling and pedestrian infrastructure in the Town of Comox and the City of Courtenay. Based on recent multi-use path construction projects on Vancouver Island, the cost to construct an upland MUP along the 3.5km length of Comox Road between Glacier View Drive in Comox and the 17th Street bridge in Courtenay could be in excess of \$1.5 million. A successful BikeBC application for this project would bring the net local cost to about \$780,000.

Recommendation from the chief administrative officer:

THAT the concept of a multi-use path along Comox Road be presented in a letter from the integrated regional transportation select committee chair to K'ómoks First Nation, the Town of Comox and the City of Courtenay and include a request to appear as a delegation at the Town of Comox, City of Courtenay and K'ómoks First Nation council meetings to describe the benefits of the project.

Respectfully:

D. Oakman

Debra Oakman, CPA, CMA
Chief Administrative Officer

Background/current situation

At the December 1, 2016 meeting of the IRTSC, background information on the work done to date for the Comox Road project, as well as options for a separated multi-use path were presented and discussed by the committee. Given the level of interest expressed in the multi-use path concept over the buffered shoulder bikeway concept, this report will lay out a preferred strategy for pursuit of a separated 4m width multi-use path project along Comox Road, between the 17th Street bridge in Courtenay and Glacier View Drive in the Town of Comox.

The MUP concept presents a number of advantages over the buffered shoulder bikeway concept. One of the primary advantages is the high degree of separation a MUP would provide between path users and vehicle traffic on the roadway. Separation is one critical factor in creating infrastructure that appeals to a broad range of the “interested by concerned” portion of the population, enabling greater mode-shift from single-occupancy vehicle travel. It also provides the greatest degree of safety.

Given the multiple constraints on the southwest (water) side of the roadway, a multi-use path along the northeast (upland) side of the roadway is felt by staff to be a feasible option. A pathway on this side of the road could enable the use of the existing Farmview Road right-of-way to completely separate the upland MUP from Comox Road for 500m of the approximately 3.5km distance between the 17th Street bridge and the Town of Comox.

The cross section of the multi-use path would be similar to the Roadside Greenway Option 1 as described in the 2014 Transportation Road Network Plan, and shown below in Figure 1 for reference. To accommodate growth in cycling and pedestrian traffic volumes, the proposed width for the Comox Road MUP is 4 metres.



FIGURE 1 - ROADSIDE GREENWAY OPTION 1 - SEPARATED PATHWAY (TRNP 2014)

The success of attracting ridership to the multi-use path would be contingent on how well connected it is to existing cycling and pedestrian infrastructure on each end of the proposed project. In the City of Courtenay, the path would ultimately connect to the Courtenay Riverway trail on the west bank of the Courtenay River, and in the Town of Comox, the path would connect to existing sidewalks and bicycle lanes, and low traffic volume residential streets near Glacier View Drive.

The buffered shoulder bikeway concept is an alternative that could be brought forward for future consideration. Buffered shoulder bikeways along each side of the electoral area B portion only of Comox Road would connect reasonably well to existing shoulders and bike lanes in the adjacent municipal areas, and still enhance the appeal of this route to a smaller portion of the “interested by concerned” population. Pursuit of the buffered shoulder bikeway concept will require MOTI support of this treatment; requiring further engagement with MOTI. Figure 2 below illustrates a sample cross-section of buffered shoulder bikeways. The width of the buffered separation area could be between 0.5m and 1.2m.



FIGURE 2 - EXAMPLE BUFFERED SHOULDER BIKEWAY CROSS-SECTION

In terms of attracting ridership amongst the “interested but concerned” demographic, a separated multi-use path option would expand the appeal of this route to a much greater degree than the buffered shoulder bikeway option. Table 1 below summarizes advantages and disadvantages of each infrastructure option.

TABLE 1 - COMPARISON OF SEPARATED MULTI-USE PATH AND BUFFERED SHOULDER BIKEWAY

	Advantages	Disadvantages
Separated multi-use path	<ul style="list-style-type: none"> • Dedicated, protected space for cyclists, pedestrians, etc = safest option • Captures a greater portion of “interested but concerned”, thus enhancing mode-shift • Used in other MOTI jurisdictions = easier approval process • Would not have to be built to MoTI vehicular construction standards • High profile project that builds support for further investment in active transportation network • Stronger recreational benefits 	<ul style="list-style-type: none"> • Wider footprint on one side of the existing road may not fit within ROW in some areas • Higher construction cost • Awkward connections to existing bike lanes and shoulders.
Buffered shoulder bikeway	<ul style="list-style-type: none"> • Increased distance between cyclists and motorists compared to existing conditions • Provides space for cyclists to overtake other cyclists • Lower construction cost • Smoother transition to existing bike lanes and shoulder bikeways 	<ul style="list-style-type: none"> • Users not protected as much from vehicles • Captures significantly fewer “interested but concerned” than separate multi-use path • Creates large contiguous asphalt surface • Additional paved area on estuary side of road may have negative ecological impacts • Requires more paved surface than the separated MUP • Would need to be constructed to MoTI TAC standards • Unfamiliar to MOTI = difficult approval process

In order to complete a BikeBC application for the next anticipated funding call in fall 2017, the timeline of activities presented to the committee in December 2016 has been updated to reflect the information presented in this report. Table 2 below includes a list of key activities and target completion dates.

TABLE 2 – ANTICIPATED BIKEBC APPLICATION KEY ACTIVITIES AND TIMELINES

Description	Timing
Report to IRTSC on multi-use path and buffered shoulder bikeway options	February 2017
Letter from IRTSC to K'omoks First Nation, Town of Comox and City of Courtenay requesting participation in development of multi-use path concept	February 2017
Active transportation workshop & presentations to municipal councils and CVRD board	March 2017
Report on results of municipal outreach to IRTSC, including recommendation to proceed with multi-use path design	April 6, 2017
Initiate engagement with MOTI regarding design approach & considerations for project permit approval by MOTI	Spring 2017
Consultant survey & design work (as necessary)	Spring-summer 2017
Bicycle traffic counts	Summer 2017
Develop refined cost estimates	Summer 2017
Public consultation	Summer 2017
Permitting for phase 1 of project (ie MOTI, archaeology)	Summer-fall 2017
Estimated opening of 2017 Bike BC funding call	October 2017
Recommendations to appropriate jurisdictions re: proceeding with project and confirming local funding sources (e.g. CWF funding for CVRD electoral area share of project costs)	November 2017
BikeBC grant application	November 2017
Estimated 2017 BikeBC grant application deadline	December 15, 2017

Options

Staff have identified the following options for the committee's consideration:

1. Proceed with development of a multi-use path along the upland side of Comox Road, and that a letter be sent from the IRTSC board chair to the Town of Comox and City of Courtenay seeking their participation in development of the project and support for future connections to existing infrastructure in their jurisdictions.
2. Proceed with development of a buffered shoulder bikeway along Comox Road.
3. Not proceed with planning active transportation improvements along Comox Road at this time, and direct staff to further investigate supportive governance structures.

Staff are recommending option 1 at this time.

Financial factors

To develop a planning level cost estimate for construction of a multi-use path along Comox Road, cost information from similar BC municipal cycling projects was obtained. A cost estimate of \$450 per lineal meter of trail brings the total cost of the multi-use path project to over \$1.5 million, not including contingency or intersection and bridge enhancements at 17th Street. A 25 per cent contingency brings the cost estimate for the multi-use path option to almost \$2 million.

Costs for the buffered shoulder bikeway option are estimated at \$225 per meter, which will expand the existing asphalt surface along each shoulder by approximately 1 meter to accommodate the extra width required by the buffered separation area. Total cost of the buffered shoulder bikeway option would be almost \$800,000, not including contingency. These figures are in alignment with preliminary cost analysis completed during development of the buffered shoulder bikeway option in

2016. A 25 per cent contingency brings the total cost estimate for the buffered shoulder bikeway option to almost \$1 million.

Table 3 below outlines estimated project costs for each option by jurisdiction.

TABLE 3 - SUMMARY OF ESTIMATED COSTS FOR TWO DESIGN OPTIONS (INCLUDING 25 PER CENT CONTINGENCY)

Jurisdiction	Trail length (m)	Separated multi-use path (4m width)			Buffered shoulder bikeway		
		Total cost estimate	Bike BC contribution	Net municipal share	Total cost estimate	Bike BC contribution	Net municipal share
CVRD	2,400	\$1,296,000	\$648,000	\$648,000	\$648,000	\$324,000	\$324,000
Comox	300	\$162,000	\$81,000	\$81,000	\$81,000	\$40,500	\$40,500
Courtenay	800	\$432,000	\$216,000	\$216,000	\$216,000	\$108,000	\$108,000
TOTALS:	3,500	\$1,890,000	\$945,000	\$945,000	\$945,000	\$472,500	\$472,500

At this point in time, available funding for the design work is limited to approximately \$10,000. Development of either option will require additional funding for design work. Funding for construction of the project has not been secured. In a March 2016 report to the Comox Valley Regional District (CVRD) electoral area services committee ([link](#)), community works funding was identified as a potential funding source for the CVRD portion of the project.

Legal factors

Construction of a multi-use path or buffered shoulder bikeway along Comox Road will require permits from MOTI. Ongoing maintenance of a multi-use path would be the responsibility of the CVRD; likely through the parks and greenways service. Ongoing maintenance of a buffered shoulder bikeway would be determined as part of MOTI's permit approval process. Construction of either option would also involve discussions with the K'ómoks First Nation as the trail or bikeway would pass alongside their territorial lands.

Regional growth strategy implications

Infrastructure that improves transportation choices is key to meeting multiple goals and objectives of the [regional growth strategy](#). Specific policy areas that the Comox Road project would advance include:

- Goal 2: Ecosystems, natural areas and parks: protect, steward and enhance the natural environment and ecological connections and systems;
- Goal 3: Local economic development: Achieve sustainable, resilient and dynamic economic that supports businesses and entrepreneurship;
- Goal 4: Transportation: Develop accessible, efficient, affordable and connected multi-modal transportation network;
- Goal 5: Infrastructure: Provide affordable, effective and efficient infrastructure that conserves land, water and energy resourced;
- Goal 7: Public health and safety: Support a high quality of life through the protection and enhancement of community health, safety and well-being; and
- Goal 8: Climate change: Minimize regional greenhouse gas emissions and plan for adaptation.

Intergovernmental factors

The proposed Comox Road project requires significant interaction between the CVRD and the provincial government. The road network in the rural CVRD is the jurisdiction of MOTI, and approval from MOTI will be required in order for the project to proceed. Staff discussions with MOTI regarding a separated multi-use path along Comox Road have been favourable, as separated multi-use paths are a relatively common treatment used in other MOTI road right of ways on Vancouver Island. CVRD would attain tenure for the construction of the project through a permit to construct works within the provincial public highway right of way.

The proposed Comox Road project connects the Town of Comox and the City of Courtenay. This report recommends that a letter be sent to each municipality to review the proposed project in the context of connection to existing or planned infrastructure and request their participation in development of the project within their jurisdictions.

The proposed project along Comox Road traverses K'ómoks First Nation's (KFN) IR1. A seat on the IRTSC is reserved for a representative from KFN and this report recommends a letter be sent to KFN inviting their participation in development of the project. This proposed project could provide significant benefits to the KFN.

Interdepartmental involvement

Work on the Comox Road project has been led by sustainability and parks staff within the community services branch, with significant interaction and discussion of these projects occurring with staff in other departments, including:

- Financial services, in relation to the use of community works funds for the CVRD's 50 per cent share of project costs.
- Engineering services, in relation to the tidal gates underneath Comox Road and the existing sewer forcemain along Comox Road.
- Planning services, in relation to the MOTI RGS implementation agreement.

Citizen/public relations

CVRD staff have met with representatives of the Comox Valley Cycling Coalition, who are supportive of the Comox Road project. Should the project move beyond the planning stage, outreach to residents along the route would be a significant component of consultation efforts prior to construction. A communications plan that focuses on minimizing disruption to traffic during the construction phase will be developed as part of the overall project plans.

Prepared by:

V. Van Tongeren

Vince Van Tongeren, B. Sc
Policy and Sustainability
analyst

Concurrence:

M. Zbarsky

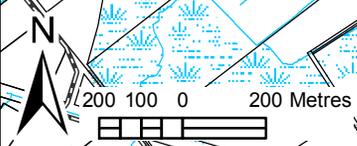
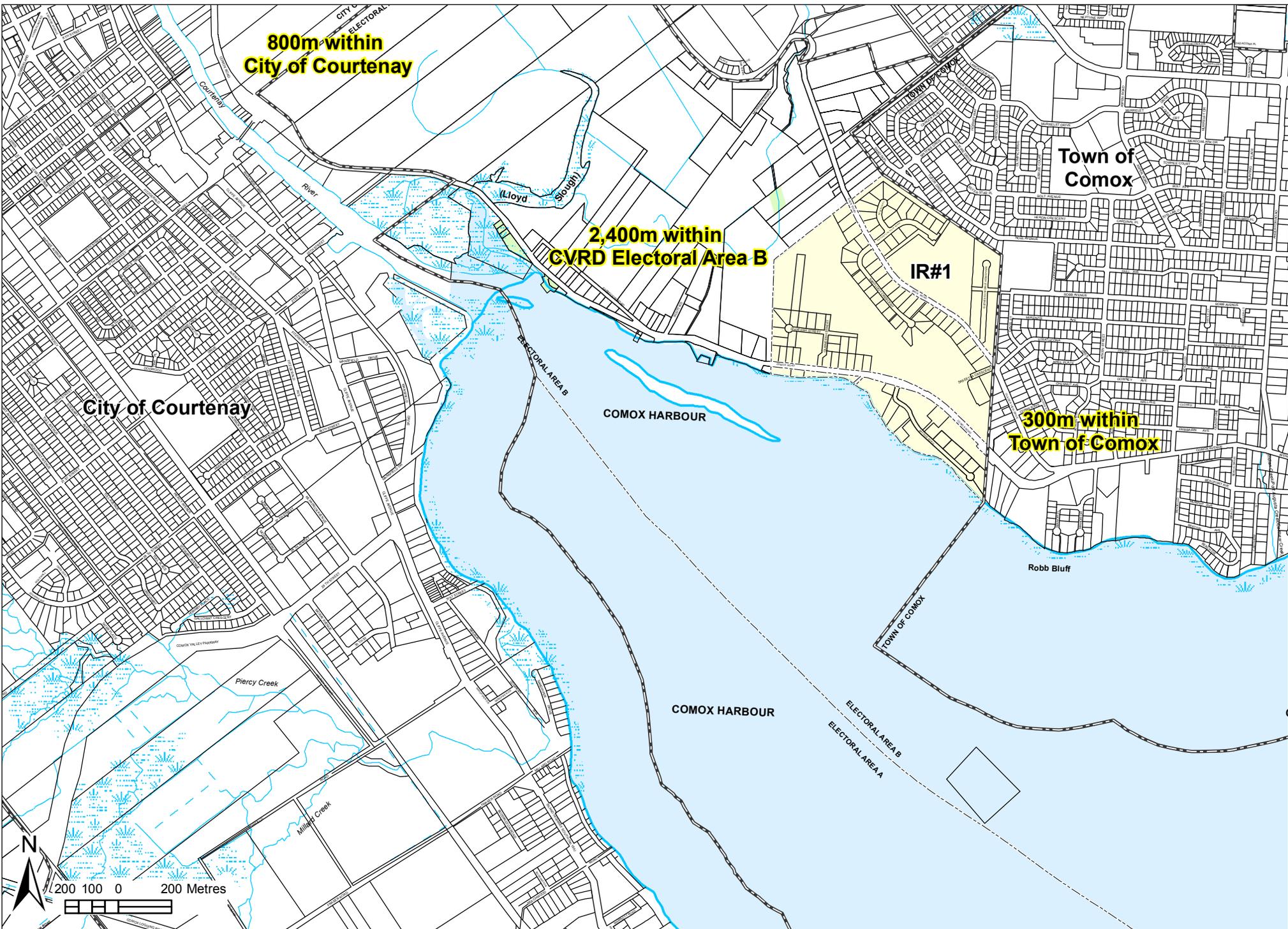
Michael Zbarsky, B.Sc. AScT
Manager of Transit and
Sustainability

Concurrence:

T. Ian Smith

T. Ian Smith, MCE
General Manager of
Community Services

Attachments: Appendix A – “Map of proposed Comox Road Multi-Use Path route”



Minutes of a City of Courtenay Heritage Advisory Commission meeting held February 22, 2017 at 10:00 a.m. at the City of Courtenay.

Present: L. Burns C. Piercy J. Hagen J. Fortin A. Ireson
R. Dingwall D. Griffiths
Staff: E. Ferguson

Absent: L. Grant R. Smith

ADDITIONS

None.

MINUTES

Moved by J.Hagen and seconded by C. Piercy that the January 11, 2017 minutes be adopted as amended.

Carried

OLD BUSINESS

40 HOUSES

L. Burns to coordinate with City Parks Manager regarding installation of the plaque.

**DOWNTOWN BUILDING
INVENTORY WORKSHOPS**

Work is still progressing. E. Ferguson to approach owners of Stewart Block about converting poster into a permanent sign to be displayed on exterior of building.

**CUMBERLAND HERITAGE
FAIRE**

HAC members attended with Stewart Block Display. Suggestion was made to bring some of the older panels to generate more interest at future events. L. Burns to summarize feedback and forward to event organizers.

HERITAGE BC WEBINARS

Next webinar is March 17th on Tourism and Heritage.

**REPORT ON HERITAGE
CLOCKS**

Waiting on 2017 budget. If the Heritage budget is reinstated the appraisal can come out of the HAC funds. Otherwise alternate funding source is required.

**HARMSTON GRAVESITE
TREES**

R. Dingwall and L. Burns to initiate discussions with the property owners on the heritage significance of the trees marking the pioneer gravesite.

Carried

2017 BUDGET

In-kind hours worked:

January – 18 hrs

February – ~~10~~ hrs plus 10 hrs for the Heritage Faire 170 hrs

**ANNUAL REPORT TO
COUNCIL**

Annual Report to be done in May/June and include sections on In Kind Hours worked, Budget, and Partnerships

**NEW BUSINESS
MUSEUM REPORT**

Canada 150 Update.

Still pursuing archival space. L. Burns to provide running feet to determine HAC storage needs.

APPRECIATION CARDS

Next Workshop is March 8 to create eligible list of properties for the appreciation program.

CORRESPONDENCE

HAC received a thank you card for participating in Heritage Faire

FOR YOUR INFORMATION

Riverside lane inquiry seeking information on the history of Riverside lane (extent and when it was named). It was the old logging railway which the City purchased from Crown Zellerbach.

Bulk Home Oil Video from the 1930's was forwarded to L.Burns.

Heritage BC Conference is May 4 – 6 in Victoria.

NEXT MEETING

March 22, 2017 at 10am.

ADJOURNMENT at 11:55 am.


Chair

INDIGENOUS WOMEN SHARING SOCIETY

#208-1355 Cumberland Road

Courtenay BC V9N 2G1

City of Courtenay

830 Cliffe Avenue

Courtenay BC V9N 2J7

March 3, 2017

HIGH IMPORTANCE

Director John Ward

Director of Legislative Services/Deputy CAO

Dear Mr. Ward:

My name is Doris Weislein President of our new Indigenous Women's Sharing Society along with Vice President Suzanne Taylor wish to request as Delegates an opportunity to share with Council on March 20th, 2017, our vision, our goals towards this wonderful new organization of already close to 50 members we have developed. I (Doris) wish to express to Council my long history of involvement in programs, Societies, that I have been a part of and developed.

The purpose of our Organization is to build respectful inclusive networks of all Nations where women, families, Elders can work together to share Indigenous and contemporary knowledge and skills, in a kind and caring environment. To foster cross culture, respect and understanding to collaborative activities and projects with people of all nations. We wish to continue to provide:

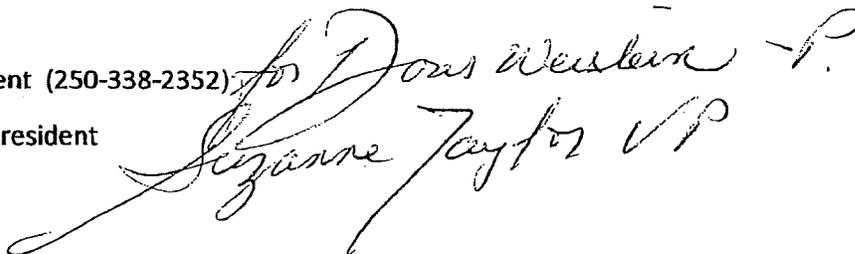
- Safe refuge for people with challenges
- Senior Social activities such as fiber arts, quilting, knitting, cedar basket weaving, beading
- Luncheons for Elders and families in need
- Information sessions for Elders in health care,
- Karaoke with Elders and families
- Support group with Grandparents raising grandchildren

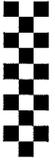
Some of these existing programs are contracted out to Upper Island Women of Native Ancestry. We are branching out on our own to bring a sense of belonging for our people and all nations, a place they can come in and get support. We wish to secure a location and modify space to run healthy living programs and activities. Our goal is to engage with multi-cultural society and promote knowledge of Indigenous people and have the openness of a drop-in center. We are requesting monetary funding for the first year in the range of \$5000 to 10,000 for our Society for operational cost and modifying space for other providers to rent from us.

Your truly,

Doris Weislein President (250-338-2352)

Suzanne Taylor Vice President

Handwritten signatures of Doris Weislein and Suzanne Taylor. The signature for Doris Weislein is written over the printed name and includes a small 'P.' at the end. The signature for Suzanne Taylor is written over the printed name and includes 'VP' at the end.



FAX COVER SHEET

TO: Courtenay City Hall Counsel

ATTENTION: Director John Ward

FAX NUMBER: 250-334-4241

FROM: Doris Weislein President Indigenous Women Sharing Society

Suzanne Taylor Vice President Indigenous Women Sharing Society

FAX NUMBER: 250-337-4093

COMMENTS:

Thank you so much!

AT

BRITISH
COLUMBIA

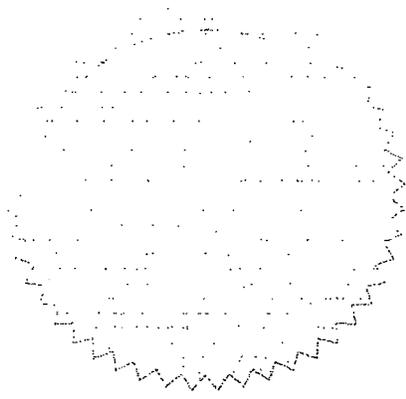
Number: S0067015

Societies Act
CERTIFICATE OF INCORPORATION

INDIGENOUS WOMEN'S SHARING SOCIETY

I Hereby Certify that ~

INDIGENOUS WOMEN'S SHARING SOCIETY was incorporated under the *Societies Act* on March 3, 2017 at 03:05 PM Pacific Time.



*Issued under my hand at
Victoria, British Columbia*

CAROL PREST

REGISTRAR OF COMPANIES
PROVINCE OF BRITISH COLUMBIA
CANADA

**CONSTITUTION**

BC Society • Societies Act

CERTIFIED COPY
Of a document filed with the
Province of British Columbia
Registrar of Companies

A handwritten signature in cursive script, appearing to read "Carol Prest".

CAROL PREST

NAME OF SOCIETY: **INDIGENOUS WOMEN'S SHARING SOCIETY**

Incorporation Number: S0067015

Business Number: 72549 3720 BC0001

Filed Date and Time: March 3, 2017 03:05 PM Pacific Time

The name of the Society is **INDIGENOUS WOMEN'S SHARING SOCIETY**

The purposes of the Society are:

- a) To build respectful networks inclusive of all Nations where women and kin can work together to share Indigenous and contemporary knowledge and skills, support one another and share talents in a kind and caring environment.
- b) To promote healthy living, social activities and supportive services for seniors and families, support after school activities, be inclusive of all ages, and provide a safe refuge for people with challenges.
- c) To foster cross cultural respect and understanding through collaborative activities and projects.

CITY OF COURTENAY	
BYLAW REFERENCE FORM	
BYLAW TITLE	
"City of Courtenay Water Fees and Charges Amendment Bylaw No. 2873, 2017"	
REASON FOR BYLAW	
To amend water utility User fees for 2017 and 2018 in accordance with Council's resolution from March 27, 2017	
STATUTORY AUTHORITY FOR BYLAW	
Section 194 of the <i>Community Charter</i> allows Council to charge user fees to cover the cost of delivery of a service	
OTHER APPROVALS REQUIRED	
None	
STAFF COMMENTS AND/OR REPORTS	
<p>The, "2017-2021 Water Fund Financial Plan" report was presented to Committee of the Whole Council on March 27, 2017.</p> <p>Council approved OPTION 1 and endorsed the proposed annual increase of 15% to water user fees for 2017 and 10% to water user fees in 2018.</p> <p>Staff prepared the appropriate bylaw incorporating the above rate increases and is presenting it to Council for three readings.</p>	
OTHER PROCEDURES REQUIRED	
April 3, 2017	B. Parschauer Staff Member

THE CORPORATION OF THE CITY OF COURTENAY

BYLAW NO. 2873, 2017

A bylaw to amend City of Courtenay Fees and Charges Bylaw No. 1673, 1992

The Council of the Corporation of the City of Courtenay in open meeting assembled enacts as follows:

1. This bylaw may be cited for all purposes as **“City of Courtenay Fees and Charges Amendment Bylaw No. 2873, 2017.”**
2. That “City of Courtenay Fees and Charges Bylaw No. 1673, 1992” be amended as follows:
 - (a) That Schedule of Fees and Charges, Section III, Appendix I, “Waterworks Distribution System”, be hereby repealed and substituted therefore by the following attached hereto and forming part of this bylaw:

Schedule of Fees and Charges Section III, Appendix I – Waterworks Distribution System

3. This bylaw shall come into effect upon final adoption hereof.

Read a first time this day of , 2017

Read a second time this day of , 2017

Read a third time this day of , 2017

Finally passed and adopted this day of , 2017

Mayor

Director of Legislative Services

**SCHEDULE OF FEES AND CHARGES
CITY OF COURTENAY FEES AND CHARGES
AMENDMENT BYLAW NO. 2873, 2017
SECTION III, APPENDIX I**

WATERWORKS DISTRIBUTION SYSTEM

1. CONNECTION FEES

- (a) Pursuant to Section 3.2 of Water Regulations and Rates Bylaw No. 1700, 1994, and amendments thereto, every applicant shall pay to the City before any work is done on the connection, a connection fee as follows:

Connection Size

Within the City

Connection from either side of road to property line

20 millimetres (3/4 inch)	\$2,500.00
25 millimetres (1 inch)	\$3,500.00

Outside the City

20 millimetres (3/4 inch) with a minimum charge of \$3,500.00	Actual City cost plus 25%
--	---------------------------

- (b) Where a larger connection than those listed above is required, the connection will be installed at City cost plus 25%.

(c) **Water Turn On and Turn Off**

If turn on or turn off is for a purpose other than maintenance or the commissioning of a new service the following fees will apply:

Inside the City	\$35.00 for each water turn on or turn off
Outside the City	\$55.00 for each water turn on or turn off

(d) **Abandonment Fee**

Fee for disconnecting an abandoned service connection at the water main irrespective of the size of the connection	Actual City cost plus 25%, with a minimum charge of \$500.00
--	---

2. WATER UTILITY USER RATES

(a) Unmetered Water

The minimum user rate per year or portion thereof for unmetered accounts shall be as follows:

	Bylaw Rates	
	Effective Dates	
	July 1, 2017	January 1, 2018
Single Family Dwelling	469.38	467.53
Multiple Family Dwelling -per unit	396.48	394.92
Commercial	448.56	446.80
Outside Commercial Users	809.86	806.67
Outside Residential Users	809.86	806.67

(b) Metered Water

All metered accounts for the quantity of water used each quarter shall be calculated at the following rates:

	Bylaw Rates	
	Effective Dates	
	July 1, 2017	January 1, 2018
Multi-Family Metered		
0 - 48.0 cubic metres	63.51	63.26
48.1 - 566.0 cubic metres	1.45	1.53
Greater than 566.0 cubic meters	1.16	1.23
Commercial Metered		
0 - 48.0 cubic metres	67.11	66.85
48.1 - 566.0 cubic metres	1.45	1.53
Greater than 566.0 cubic meters	1.16	1.23
Regional Standpipe, Regional Playfields		
	Bulk Water Rate plus 30%	
Outside City - Multi-Family Metered		
0 - 48.0 cubic metres	139.90	136.14
48.1 - 566.0 cubic metres	1.89	2.00
Greater than 566.0 cubic meters	1.51	1.59
Outside users - Commercial Metered		
0 - 48.0 cubic metres	137.38	136.84
48.1 - 566.0 cubic metres	1.89	2.00
Greater than 566.0 cubic meters	1.51	1.59
Regional District bulk	1.01	1.00
Sandwich - summer only	469.38	467.53

- (c) Where a meter is found not to register, the charge shall be computed on the basis of the amount of water used during the time the meter was working, or from any other information or source which can be obtained, and such amount so composed shall be paid by the consumer.
- (d) Where a commercial or industrial consumer has not been connected to a water meter through non-availability of the water meter or because of special exemption being granted by the City, water charges to the consumer will be computed on the basis of consumption recorded for other similar purposes in the City, or from any other information or source which can be obtained, and such amount so computed shall be paid by the consumer.
- (e) Where it has been determined that a water leak has occurred during the last billing period on the buried portion of the service between the water meter and the point where the service pipe enters the building, a maximum one time rebate of 40% of the metered water utility fee to compensate for the water leak will be made at the discretion of the Finance Officer based on the following:
 - i. The leak occurred on the buried water service;
 - ii. That a leak of that nature would have caused the volume of excess water usage;
 - iii. The leak did not occur as a result of negligence of the owner;
 - iv. The owner has provided satisfactory evidence that the leak has been permanently repaired.

WATER METER RENTALS

Water meter fee shall be as follows:

Meter Size	Bylaw Rates	
	Effective Dates	
	July 1, 2017	January 1, 2018
	Monthly Rates	
Up to 3/4"	1.70	1.65
1"	4.73	4.58
1 1/4" - 1 1/2"	9.40	9.13
2"	14.07	13.68
3"	23.40	22.77
4"	46.33	45.06
6"	70.07	68.16
8"	93.47	90.93
10"	116.87	113.70

The above meter fee is utilized for meter repair and maintenance and shall be added to the monthly water rates and will apply both inside and outside the City.

METER READING CHARGE

Each call after the first one of each month if access has not been provided or if readings extra to the quarterly reading are requested

\$35.00 per call

3. SUPPLY OF WATER FROM FIRE HYDRANTS OR OTHER SOURCE

- (a) Water may be supplied from a fire hydrant or other for the use of developers during the course of construction of multi-family, industrial, and commercial developments. The charge for such water usage shall be:

For buildings with a gross floor area up to and including 250 square meters	\$250.00
For buildings greater than a gross floor area of 250 square meters	Minimum charge of \$250.00, plus \$0.10 per square meter for floor area in excess of 250 square meters.

- (b) Where water is supplied from a fire hydrant or other non-metered source for other uses, the amount of water supplied will be invoiced in accordance with Section 2 – Water Utility Users Rates – Metered Water.

- (c) Charge to service fire hydrant after use:

\$95.00 and/or any service costs that may arise from servicing a hydrant in respect of its use.

4. UTILITY BILLING ADJUSTMENTS AND COLLECTION

- a) Where a billing error is suspected by the consumer, notification in writing must be made to the City of Courtenay Finance Department within one year of the original billing date for review and consideration. Upon investigation, if it is determined by the City that an error occurred and the consumer has been overcharged, an adjustment will be made to the utility bill in question in an amount to be determined by the City. The City will not provide refunds or adjustments to billing errors made more than two years prior to the date of the notification being received by the City.

- b) The rates and charges, enumerated in this Bylaw, are hereby imposed and levied for water supplied or ready to be supplied by the City and for the provision of the service and other water related services. All such rates and charges which are imposed for work done or services provided to lands or improvements shall form a charge on those lands which may be recovered from the Owner of the lands in the same manner and by the same means as unpaid taxes.

CITY OF COURTENAY	
BYLAW REFERENCE FORM	
BYLAW TITLE	
"Water Service Frontage Tax Amendment Bylaw No. 2874, 2017"	
REASON FOR BYLAW	
To amend water utility frontage-parcel fees for 2017 and 2018 in accordance with Committee of the Whole Council's resolution from March 27, 2017	
STATUTORY AUTHORITY FOR BYLAW	
Section 200 of the <i>Community Charter</i> allows Council to charge a frontage-parcel tax to cover the cost of delivery of a service	
OTHER APPROVALS REQUIRED	
None	
STAFF COMMENTS AND/OR REPORTS	
<p>The, "2017-2021 Water Fund Financial Plan" report was presented to Committee of the Whole Council on March 27, 2017.</p> <p>Council approved OPTION 1 and endorsed the proposed annual increase of 25% to water frontage-parcel fees for 2017 and 2018</p> <p>Staff prepared the appropriate bylaw incorporating the above rate increases and is presenting it to Council for three readings.</p>	
OTHER PROCEDURES REQUIRED	
April 3, 2017	B. Parschauer Staff Member

THE CORPORATION OF THE CITY OF COURTENAY

BYLAW NO. 2874,2017

A bylaw to amend a water service frontage tax fee

WHEREAS, pursuant to Section 200 of the *Community Charter*, Council may, by bylaw, impose a frontage tax to provide funding to pay for water services;

AND WHEREAS, certain costs have been or are to be incurred by the Municipality in providing water services to lands with access to the water system;

AND WHEREAS, the Council of the City of Courtenay deems it expedient to impose a frontage tax on properties connected to or capable of connecting to water services within the City of Courtenay;

NOW THEREFORE, the Council of the City of Courtenay, in open meeting assembled, enacts as follows:

1. In this bylaw, unless the context otherwise requires:

Actual Frontage means the number of metres of a parcel of land which actually abuts on the work or street as shown on the subdivision plan provided by BC Assessment.

Assessor means the Tax Collector for the City of Courtenay.

Taxable Frontage means the actual frontage in metres or, where applicable, the number of metres of a parcel of land deemed to abut on the work or street, and in respect of which parcel the frontage tax is levied for the work or service.

2. For the purpose of this bylaw, a regularly shaped parcel of land is rectangular.
 - (a) To place the Frontage Tax on a fair and equitable basis, the taxable frontage of the following parcels of land shall be the number of metres fixed by the Assessor:
 - i) A triangular or irregularly shaped parcel of land; or
 - ii) A parcel of land wholly or in part unfit for building purposes; or
 - iii) A parcel of land which does not abut on the street but is nevertheless deemed to abut on the work, as the case may be.
 - (b) For a parcel with more than one side that abuts on a street the frontage will be taken from the measurement of the street side identified by the civic address of the property.
3. A frontage tax shall be and is hereby imposed and levied upon all parcels within the City of Courtenay capable of being served by the City's water system.

4. The frontage tax will remain in effect until repealed or rescinded by the Council of the City of Courtenay.
5. The frontage tax will be levied each year on the basis of the taxable frontage of the parcel as follows:
 - (a) Parcels exceeding 30.5 metres of taxable frontage are deemed to have taxable frontages of 30.5 metres.
 - (b) Parcels with less than 15.25 metres of taxable frontage are deemed to have taxable frontages of 15.25 metres.
 - (c) In the case of multi-family, multi-level dwellings which are strata title units, the taxable frontage per unit will be deemed 9.15 meters.
 - (d) In the case of all other strata title parcels not included in paragraph (c) and sharing a single connection to the City's Water Service, the taxable frontage per parcel will be deemed 9.15 meters.
6. The parcel tax roll will be based on the BC Assessment Roll with exemptions recognized for parcels subject to statutory exemptions under the Community Charter and subject to the conditions outlined in sections 1 through 5 of this bylaw.
7. The annual amount to be paid under this tax per parcel is:
 - \$4.68 per metre of water frontage for 2017 and
 - \$5.84 per metre of water frontage for 2018.
8. This bylaw will come into effect January 1, 2017.
9. That Water Frontage Rates Bylaw, 2766, 2013 and all subsequent amendments be hereby repealed.
10. This Bylaw may be cited as **“Water Service Frontage Tax Bylaw No. 2874, 2017”**.

Read a first time this day of , 2017

Read a second time this day of , 2017

Read a third time this day of , 2017

Finally passed and adopted this day of , 2017

Mayor

Director of Legislative Services

THE CORPORATION OF THE CITY OF COURTENAY

BYLAW NO. 2878

**A bylaw to provide for the payment of Annual Remuneration
to the Mayor and Councillors of the Corporation of the City of Courtenay**

WHEREAS it is desirable that annual remuneration be paid to the Mayor and Councillors of the Corporation of the City of Courtenay;

NOW THEREFORE the Council of the Corporation of the City of Courtenay in open meeting assembled enacts as follows:

1. This bylaw may be cited for all purposes as **“Council Remuneration Bylaw No. 2878, 2017”**.
2. That commencing January 1, 2017 there shall be paid in twelve monthly instalments out of the annual revenue of the City of Courtenay, annual remuneration as follows:
 - (a) to the Mayor an annual payment in the amount of \$61,800.00; and
 - (b) to each Councillor an annual payment in the amount of \$22,740.00.
3. That one-third of the annual remuneration paid to the Mayor and Councillors shall be considered as an allowance for expenses incidental to the discharge of the duties of office.
4. That for the calendar year 2018, and for each calendar year of a local government election, the annual remuneration for Mayor and Councillors will be reviewed through a market review process to be completed prior to the election.
5. That “Council Remuneration Bylaw No. 2548, 2008” be hereby repealed.

Read a first time this day of , 2017

Read a second time this day of , 2017

Read a third time this day of , 2017

Finally passed and adopted this day of , 2017

Mayor

Director of Legislative Services