

The Corporation of the City of Courtenay

# **Council Agenda**

Meeting #: R7/2024

Date: April 24, 2024

Time: 4:00 p.m.

Location: CVRD Civic Room, 770 Harmston Ave, Courtenay

We respectfully acknowledge that the land we gather on is Unceded territory of the K'ómoks First Nation, the traditional keepers of this land.

**Pages** 

# 1. CALL TO ORDER

# 2. INTRODUCTION OF LATE ITEMS

# 3. ADOPTION OF MINUTES

3.1 Regular Council Minutes - April 10, 2024

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# 4. **DELEGATIONS**

4.1 Enhancing Business Bylaws for Visually Impaired Access
A delegation by Julia Tait proposing amendments to business by-laws to enhance accessibility for visually impaired individuals.

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The delegate is requesting that the City take on the task of painting steps in public areas like the library, Art Gallery, stairs between Filberg and Native Sons, and the Sid Williams Theatre; and suggests a revision of City bylaws for privately owned spaces, enabling companies to conduct painting and maintenance without explicit permission.

# 4.2 3120 Dove Creek Place

A delegation by Rhonda Posegate, a resident at 3120 Dove Creek Place, will address Council about ongoing disruptive activities near the exhibition grounds. These include late-night gatherings, street racing, and fireworks aimed at horses.

The delegate is requesting the relocation of two cement barriers to block vehicle access and installing speed bumps to deter speeding.

# 5. STAFF REPORTS

# 5.1 Development Services

5.1.1 Sidewalk Patio Policy DS-(	0	1
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# 5.1.2 Short Term Rental Regulation Bill 35

	5.2	Operational Services				
		5.2.1	BCAA's Evolve - Proposed Electric Bike Share Program Presentation by: David Holzer, Business Development Manager at Evolve E-Bike Share	54		
	5.3 Recreation, Culture and Community Services					
		5.3.1	Lush Valley Food Action Society Licence of Occupation and Management and Operating Grant Fee for Service Agreement	83		
6.	EXTERNAL REPORTS AND CORRESPONDENCE					
	6.1	Letter from the Honourable Ravi Kahlon - Minister of Housing				
	6.2 Letter from K'ómoks First Nation Request for Support and Partnership: Community celebration of National Indigenous People's Day on June 21, 2024.		148			
7.	INTERNAL REPORTS AND CORRESPONDENCE					
	7.1	Speed D	Display Devices - 2024 Deployment Schedule	149		
	7.2	40km S <sub>ا</sub>	peed Reduction Program - 2024 Implementation Plan	152		
8.	COUNCIL RESOLUTIONS					
	8.1	Need fo	or Federal Financial Support for Municipalities (Councillor Cole-Hamilton)			

WHEREAS, Canada is experiencing record population growth, having welcomed 1.25 million new Canadians last year alone; and

WHEREAS, Canada Mortgage and Housing Corporation (CMHC) indicates we need to build 3.5 million additional homes by 2030, and expand the municipal infrastructure to accommodate this growth; and

WHEREAS, Federation of Canadian Municipalities (FCM) has estimated that the required municipal infrastructure cost averages in the range of \$107,000 per unit and Statistics Canada estimates the cost to upgrade existing municipal infrastructure in the \$170 billion range; and

WHEREAS, Non-residential construction inflation has risen by 29% since 2020 and municipalities face soaring infrastructure costs without corresponding revenue growth and, unlike federal/provincial revenue, municipal tax revenue has not kept pace in recent years with inflation, economic growth or population growth; and

WHEREAS, Municipalities face federal funding gap as the 10-year Investing in Canada Infrastructure Program has come to an end, the Canada Community-Building Fund (CCBF) is being renegotiated and the Permanent Public Transit Fund is set to start in 2026; and

WHEREAS, The CCBF, formerly known as the federal Gas Tax Fund, provides

over \$2.4 billion annual capital funding to municipalities through a predictable allocation mechanism, and municipalities of all sizes use the CCBF to deliver results for Canadians by building/renewing critical core infrastructure, including water infrastructure, local roads, public transit and cultural and recreational facilities;

THEREFORE BE IT RESOLVED, That the City of Courtenay write to Prime Minister Justin Trudeau and Minister of Housing, Infrastructure and Communities Sean Fraser advocating that the federal government:

- work with agreement signatories and municipalities to maintain the CCBF as a source of direct, predictable, long-term funding for local infrastructure priorities;
- commit to the next generation of infrastructure programs, including a new program for water and wastewater infrastructure and an increase to the Disaster Mitigation and Adaptation Fund; and
- convene provinces, territories and municipalities to negotiate a "Municipal Growth Framework" to modernize the way municipalities are funded to facilitate Canada's long-term growth.
- 8.2 Federation of Canadian Municipalities (FCM) Nomination (Councillor Cole-Hamilton)

WHEREAS the Federation of Canadian Municipalities (FCM) represents the interests of member municipalities on policy and program matters that fall within federal jurisdiction;

WHEREAS FCM's Board of Directors is comprised of elected municipal officials from all regions and sizes of communities to form a broad base of support and provide FCM with the united voice required to carry the municipal message to the federal government;

WHEREAS FCM's Annual General Meeting (AGM) will be held in conjunction with the Annual Conference and Trade Show, June, followed by the election of FCM's Board of Directors; and

WHEREAS the UBCM-FCM Small Communities Travel fund is under review, it currently covers airfare, hotel accommodation and ground transportation expenses related to attending FCM Board and Standing Committee meetings (other than the Annual Conference and Trade Show;

THEREFORE BE IT RESOLVED that Council of the City of Courtenay endorse Councillor Will Cole-Hamilton to stand for re-election on FCM's Board of Directors for the period starting in May 2024 and ending June 2025; and

BE IT FURTHER RESOLVED that the City assume all costs associated with Councillor Will Cole-Hamilton attending FCM's Board of Directors meetings that

are not covered by the UBCM-FCM Small Communities travel fund.

# 9. UNFINISHED BUSINESS

9.1 Reconsideration - Request to Appear as a Delegation to Council - Comox Valley for Palestine

In accordance with the Community Charter and the City of Courtenay Council Procedure Bylaw No. 2730, 2013, Councillor Morin has requested that Council reconsider the request from Comox Valley for Palestine, originally presented in the April 10th, 2024 Council Meeting, to Appear as a Delegation to Council.

9.2 Community Priorities for RCMP Fiscal Year 2024-25

# 10. NEW BUSINESS

# 11. BYLAWS

- 11.1 For First, Second and Third Readings:
  - 11.1.1 2024-2028 Consolidated Financial Plan Bylaw No. 3130, 2024 155
  - 11.1.2 Property Tax Rates Bylaw No. 3131, 2024 172
- 11.2 For Adoption:
  - 11.2.1 Corporation of the City of Courtenay Fees and Charges Amendment

    Bylaw No. 2988, 2024 (Recreation Facility Rental and User Fees)

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11.2.2 Council Procedure Amendment Bylaw No. 3132

# 12. COUNCIL REPORTS

- 12.1 Councillor Cole-Hamilton
- 12.2 Councillor Frisch
- 12.3 Councillor Hillian
- 12.4 Councillor Jolicoeur
- 12.5 Councillor McCollum
- 12.6 Councillor Morin
- 12.7 Mayor Wells

# 13. ADJOURNMENT



# The Corporation of the City of Courtenay

# **Council Minutes**

Meeting #: R6/2024

Date: April 10, 2024

Time: 4:00 pm

Location: CVRD Civic Room, 770 Harmston Ave, Courtenay

Council Present: W. Cole-Hamilton

D. Frisch D. Hillian

E. Jolicoeur (electronic; joined the meeting at 6:16 pm)

M. McCollum

W. Morin

Regrets: B. Wells

Staff Present: G. Garbutt, City Manager (CAO)

A. Langenmaier, Director of Financial Services

K. Macdonald, Fire Chief

K. O'Connell, Director of Corporate Services (Corporate Officer)

S. Saunders, Director of Recreation, Culture & Community Services

C. Thompson, Director of Engineering Services M. Wade, Director of Development Services

J. Chan, Manager of Business Administration

C. Millar, Manager of Recreation Facility Operations

A. Pitcher, Manager of Engineering Capital Projects

J. Bays, Community Development Coordinator

L. Bourgeois, Deputy Corporate Officer

# 1. CALL TO ORDER

Acting Mayor McCollum called the meeting to order at 4:01 pm and respectfully acknowledged that the land on which the meeting was conducted is the Unceded territory of the K'ómoks First Nation, the traditional keepers of this land.

## 2. INTRODUCTION OF LATE ITEMS

With no late items or objections, Council proceeded with the agenda as presented.

## 3. ADOPTION OF MINUTES

# 3.1 Regular Council Minutes - March 13, 2024

Moved By Frisch
Seconded By Cole-Hamilton

THAT Council adopt the March 13, 2024 Regular Council minutes.

**CARRIED** 

# 4. PRESENTATION

# 4.1 BC Housing Update - Support and Shelter Housing

Sarah Smith, Director of Regional Development at BC Housing, provided an update on the Braidwood Supportive Housing and Shelter Project. Ms. Smith highlighted that the new housing development will serve transitional and permanent community housing needs, and provide affordable rental options with built-in support. The Braidwood Project will be featured on the BC Housing website for reference, with public inquiries directed to Community Relations Division at BC Housing via the following email:

communityrelations@bchousing.org

# 5. **DELEGATIONS**

# 5.1 Youth & Ecological Restoration - Funding Request

Wendy Kotilla, from the Youth and Ecological Restoration (YER) appeared as a delegation and requested Council support for a Phase II project in Millard Nature Park in summer 2024.

Councillor Hillian requested that Council waive section 13(10) of Council Procedure Bylaw No. 2730, 2013 in order to consider the funding request from Youth & Ecological Restoration during Item 5.1 of the April 10, 2024 agenda.

Moved By Hillian

**Seconded By** Cole-Hamilton

THAT Council waive section 13(10) of Council Procedure Bylaw No. 2730, 2013 in order to consider the funding request from Youth & Ecological Restoration during Item 5.1 of the April 10, 2024 agenda.

# **Moved By** Hillian

# **Seconded By** Morin

THAT Council provide \$4,200.00 in support of the Youth and Ecological Restoration proposal to conduct a Phase II project in Millard Nature Park under the guidance of Registered Professional Biologist (RPBio), Tanis Gower, with the funds allocated from the Council Discretionary section of the Gaming budget.

# **CARRIED**

# 6. STAFF REPORTS

# 6.1 City Manager (CAO)

# 6.1.1 Comox Valley Ground Search and Rescue Request for First Responder Designation and Municipal Land

Moved By Frisch

**Seconded By** Cole-Hamilton

THAT Council direct staff to send correspondence to federal Ministry of Public Safety supporting the designation of Search and Rescue organizations as First Responders and advise Comox Valley Ground Search and Rescue that their request for land be referred to the Airpark Local Area Plan scheduled for 2025.

# **CARRIED**

# **6.2** Development Services

# **6.2.1** City Hall Heritage Clock Project Update

Moved By Cole-Hamilton

Seconded By Frisch

THAT Council support "Location 2 Former Flag Pole" for the City Hall clock and interpretative signage; and

THAT \$9,174.00 be moved from the Gaming Reserve to the City Hall Heritage Clock Refurbishment and Installation budget.

# 6.2.2 Development Variance Permit No. 2308 (4883 Island Highway North)

Moved By Hillian Seconded By Frisch

THAT Council direct staff to issue Development Variance Permit No. 2308 to vary *Sign Bylaw 2760, 2013 as* follows:

- Section 2.4.4 (b) from "Rectangular sign cabinets shall have an opaque background with only the letters or symbols illuminated" to "Rectangular sign cabinets may be fully illuminated internally";
- 2. Section 5.3.5 Location (C) from "No sign shall be located within 3.0 m (9.8 ft.) of an adjoining property line or within 2.0 m (6.56 ft.) of the property line facing a street and no sign shall be located within a sight triangle", to "No sign shall be located within 3.0 m (9.8 ft.) of an adjoining property line or within 0.0 m (0.0 ft.) of the property line facing a street and no sign shall be located within a sight triangle";
- 3. Section 5.3.5 Size (b)(i) from "Sign area shall not exceed 4.0 m2 (43.1 sq. ft.), or if the sign is more than one sided the sign area shall not exceed 8.0 m2 (86.1 sq. ft.)", to "Sign area shall not exceed 8.75 m2 (93.38 sq. ft.), or if the sign is more than one sided the sign area shall not exceed 17.50 m2 (186.76 sq. ft.)"; and,
- 4. **Section 5.3.5 Size (b)(ii)** from "The sign shall not exceed 3.5 m (11.48 ft.) in height" to "The sign shall not exceed 5.4 m (17.72 ft.) in height at 4883 Island Highway North".

# **CARRIED**

# 6.2.3 Development Variance Permit No. 2305 (2981 Moray Avenue)

Moved By Frisch

**Seconded By** Cole-Hamilton

THAT Council direct staff to issue Development Variance Permit No. 2305 to vary the exemption in *Zoning Bylaw No. 2500, 2007, Section 6.2.3* from 1.2 times to 3.2 times the zone's maximum *building height* to permit a replacement monopole transmission (cell) tower and ancillary electronic

equipment for the property located at 2981 Moray Avenue;

AND FURTHER THAT the staff prepare a letter to the applicant stating that:

- The City of Courtenay is satisfied with TELUS' consultation process, as outlined in ISED's Default Public Consultation Process;
- That the proposed tower is a permitted use;
- The proposed design and location are acceptable;
- That the City of Courtenay has been consulted and concurs with the tower location.

# **CARRIED**

# 6.3 Engineering Services

# 6.3.1 1st Street Lift Station Funding Allocation

Moved By Hillian

Seconded By Frisch

THAT Council direct staff to allocate \$487,779 from the Sewer Asset Management Reserve to the 1<sup>st</sup> Street Lift Station Capital project.

# **CARRIED**

# 6.3.2 6th Street Bridge Grant Approval

Moved By Frisch

Seconded By Morin

THAT Council direct staff to sign the Infrastructure Canada's Active Transportation Fund grant and proceed with the project.

Moved By Frisch

**Seconded By** Cole-Hamilton

THAT Council direct staff to increase the 6<sup>th</sup> Street Bridge project to \$6,886,075 and increase the long term borrowing authorized to \$2,500,000.

**CARRIED** 

Moved By Cole-Hamilton

Seconded By Frisch

THAT Council direct staff to prepare a loan authorization bylaw using the Approval-Free Liability Zone granted by the Municipal Liabilities Regulation section 7.

**CARRIED** 

# 6.4 Recreation, Culture and Community Services

# 6.4.1 Provision of Free Menstrual Products and Gender Equity in City Operated Washrooms

Moved By Frisch

**Seconded By** Cole-Hamilton

THAT the City of Courtenay proceed with making menstrual products free in the eleven (11) identified bathrooms at the Lewis Centre and LINC Youth Centre.

**CARRIED** 

Moved By Cole-Hamilton Seconded By Hillian

THAT the City of Courtenay join the United Way Period Promise Campaign by signing the Period Promise Policy Agreement, making public their commitment to provide for their staff, clients and or community diverse types of free menstrual products in a stigma free way.

# Moved By Hillian

# **Seconded By** Cole-Hamilton

THAT Council direct staff to proceed with a review of City-operated staff and public washrooms with a gender equity and inclusion lens that would include the following:

- Inventory of current amenities available in City-operated washrooms (including menstrual product dispensers, disposal units, baby change tables, and needle disposal boxes)
- Washroom signage review
- Report back to Council with recommendations to improve gender equity in City-operated washrooms including associated impacts and costs in time for the 2025 Financial Plan.

### **CARRIED**

# 7. EXTERNAL REPORTS AND CORRESPONDENCE

# 7.1 Request for Letter of Support - Glacier View Lodge

Moved By Morin

**Seconded By** Frisch

THAT Council direct staff to write a letter in support for the Glacier View Lodge application to the Canada Mortgage and Housing Corporation.

# **CARRIED**

# 7.2 Request for Letter of Support - L'Arche Comox Valley The Anchorage

Moved By Frisch

**Seconded By** Cole-Hamilton

THAT Council direct staff to write a letter to the to Canada Mortgage and Housing Affordable Housing Fund in support of L'Arche Comox Valley's current project, The Anchorage.

# 7.3 Request to Appear as a Delegation to Council - Comox Valley for Palestine

Moved By Hillian

Seconded By Frisch

THAT Council receive the correspondence from Comox Valley for Palestine for information and take no further action.

**CARRIED** 

# 8. INTERNAL REPORTS AND CORRESPONDENCE

# 8.1 Update on Temporary Shelter Housing Options

Moved By Hillian

Seconded By Morin

THAT Council direct staff to include storage options for the belongings of unhoused individuals in the next update on temporary housing.

**CARRIED** 

# 8.2 Development Services - Residential Units Permitted and Constructed Stats 2018 - 2023

Moved By Hillian

**Seconded By Frisch** 

THAT Council receive the "Council Memo - 2018 to 2023 Residential Units April 10 2024".

**CARRIED** 

# 8.3 Courtenay Fire Department 2023 Annual Report

With no objection, the "Courtenay Fire Department 2023 Annual Report" was received.

#### 9. NOTICE OF MOTION

# 9.1 Need for Federal Financial Support for Municipalities (Councillor Cole-Hamilton)

WHEREAS, Canada is experiencing record population growth, having welcomed 1.25 million new Canadians last year alone; and

WHEREAS, Canada Mortgage and Housing Corporation (CMHC) indicates we need to build 3.5 million additional homes by 2030, and expand the municipal infrastructure to accommodate this growth; and

WHEREAS, Federation of Canadian Municipalities (FCM) has estimated that the required municipal infrastructure cost averages in the range of \$107,000 per unit and Statistics Canada estimates the cost to upgrade existing municipal infrastructure in the \$170 billion range; and

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WHEREAS, The CCBF, formerly known as the federal Gas Tax Fund, provides over \$2.4 billion annual capital funding to municipalities through a predictable allocation mechanism, and municipalities of all sizes use the CCBF to deliver results for Canadians by building/renewing critical core infrastructure, including water infrastructure, local roads, public transit and cultural and recreational facilities:

NOW THEREFORE BE IT RESOLVED THAT the City of Courtenay write to Prime Minister Justin Trudeau and Minister of Housing, Infrastructure and Communities Sean Fraser advocating that the federal government:

 work with agreement signatories and municipalities to maintain the CCBF as a source of direct, predictable, long-term funding for local infrastructure priorities;

- commit to the next generation of infrastructure programs, including a new program for water and wastewater infrastructure and an increase to the Disaster Mitigation and Adaptation Fund; and
- convene provinces, territories and municipalities to negotiate a "Municipal Growth Framework" to modernize the way municipalities are funded to facilitate Canada's long-term growth.

# 9.2 Federation of Canadian Municipalities (FCM) Nomination (Councillor Cole-Hamilton)

WHEREAS the Federation of Canadian Municipalities (FCM) represents the interests of member municipalities on policy and program matters that fall within federal jurisdiction;

WHEREAS FCM's Board of Directors is comprised of elected municipal officials from all regions and sizes of communities to form a broad base of support and provide FCM with the united voice required to carry the municipal message to the federal government;

WHEREAS FCM's Annual General Meeting (AGM) will be held in conjunction with the Annual Conference and Trade Show, June, followed by the election of FCM's Board of Directors; and

WHEREAS the UBCM-FCM Small Communities Travel fund is under review, it currently covers airfare, hotel accommodation and ground transportation expenses related to attending FCM Board and Standing Committee meetings (other than the Annual Conference and Trade Show;

THEREFORE BE IT RESOLVED that Council of the City of Courtenay endorse Councillor Will Cole-Hamilton to stand for re-election on FCM's Board of Directors for the period starting in May 2024 and ending June 2025; and

BE IT FURTHER RESOLVED that the City assume all costs associated with Councillor Will Cole-Hamilton attending FCM's Board of Directors meetings that are not covered by the UBCM-FCM Small Communities travel fund.

Without objection, Acting Mayor McCollum called a recess at 5:43 pm. The Council meeting resumed at 6:06 pm.

#### 10. NEW BUSINESS

The Director of Development Services informed Council that the recently adopted bylaw amendment to the Fees and Charges Bylaw No. 1673, 1992, mistakenly sets fees for sidewalk cafés and merchant encroachments as monthly costs instead of annual ones. A bylaw amendment is needed to correct this error in the fee schedule. Considering the seasonal nature of sidewalk cafés and merchant encroachments, staff asked Council to postpone the collection of seasonal license application and license of occupation fees until the fee schedule can be adjusted to reflect the correct annual fee costs.

### 10.1 Seasonal License Fees for Sidewalk Cafés and Merchant Encroachment

Moved By Frisch

Seconded By Hillian

THAT Council direct staff to temporarily delay the collection of the seasonal licence fees for Sidewalk Cafés and Merchant Encroachment (Sidewalk) License of Occupation as outlined in the Fees and Charges Bylaw No. 1673, 1992, until the referenced bylaw has been amended to reflect annual rates.

### **CARRIED**

\* Councillor Jolicoeur joined the meeting electronically at 6:16 pm.

# 11. BYLAWS

# 11.1 For First, Second, and Third Readings

# 11.1.1 Corporation of the City of Courtenay Fees and Charges Amendment Bylaw No. 2988, 2024 - Recreation Facility Rental and User Fees

Moved By Frisch

Seconded By Hillian

THAT Council give first, second and third readings to "Corporation of the City of Courtenay Fees and Charges Amendment Bylaw No. 2988, 2024" (Recreation Facility Rental and User Fees).

# 11.2 For Adoption

# 11.2.1 Puntledge Sanitary Catchment Replacement Temporary Borrowing Bylaw 3127, 2024

Moved By Cole-Hamilton Seconded By Frisch

THAT Council adopt "Puntledge Sanitary Catchment Replacement Temporary Borrowing Bylaw 3127".

**CARRIED** 

# 11.2.2 Fees and Charges Amendment Bylaw No. 3129, 2024 (Solid Waste)

Moved By Frisch

**Seconded By** Cole-Hamilton

THAT Council adopt "Fees and Charges Amendment Bylaw No. 3129, 2024 (Solid Waste)".

**CARRIED** 

# 12. COUNCIL REPORTS

# 12.1 Councillor Cole-Hamilton

No report provided.

# 12.2 Councillor Frisch

No report provided.

# 12.3 Councillor Hillian

Councillor Hillian noted that the McPhee Meadows panhandle is in full bloom. A resident wants to invite Councillors to view the area, which is being developed for park facilities, during this season.

# 12.4 Councillor Jolicoeur

No report provided.

# 12.5 Acting Mayor McCollum

Acting Mayor McCollum reviewed her attendance at the following events:

- the Municipal Finance Authority (MFA) of BC's Annual General Meeting (AGM) and was re-elected to the Board of Trustees for another year.
- the Parks and Recreation Committee meeting, including the committee's purposes, direction, and potential changes. Acting Mayor McCollum commended Susie Saunders for her work and leadership.

Acting Mayor McCollum submitted a report of activities, see agenda.

# 12.6 Councillor Morin

Councillor Morin reviewed her attendance at the following events:

- the celebration of life for Comox Valley artist Robert Moon, a prominent member of the arts community.
- as an alternate member of the Parks and Recreation Committee, and recognized Ms. Saunders for her excellent work.
- North Island College as a speaker on civic politics, and engaged with students in the Human Services Workers course.

# 12.7 Mayor Wells

Mayor Wells was absent for the meeting. No report provided.

# 13. ADJOURNMENT

Acting Mayor McCollum terminated the meeting at 6:49 pm.

CERTIFIED CORRECT					
Adopted by Council April 24, 2024					
Acting Mayor Melanie McCollum	Kate O'Connell, Corporate Officer				



# My Background

- Born and raised in Comox
- Have Aperts Syndrome
- Legally-Blind & Hearing Impaired
- Big Advocate for change in the community
- Current Farmer, skills of aquatics, first aid, food safe, a good friend, , and a good listener.
- Former childcare worker, worked with seniors, and worked with at risk teenagers.



# What is the issue?

 Changes in elevation without visual edges are a hazard for those of us with visual impairments and mobility challenges

Curbs without step downs

Stairs into offices and businesses

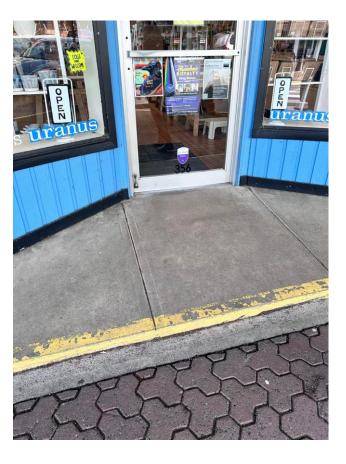
# Examples of great visual cues

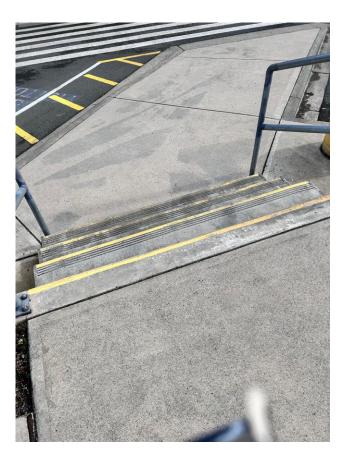




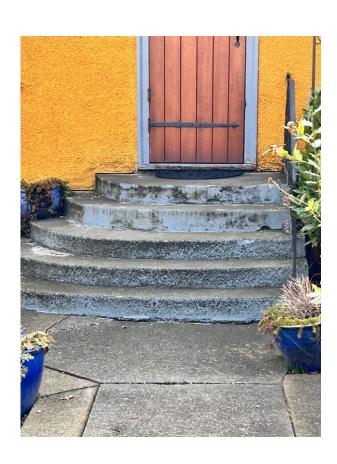
# Examples of worn-out paint

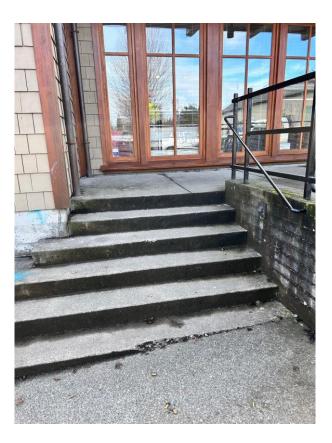


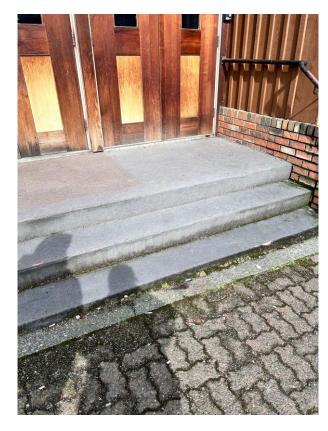




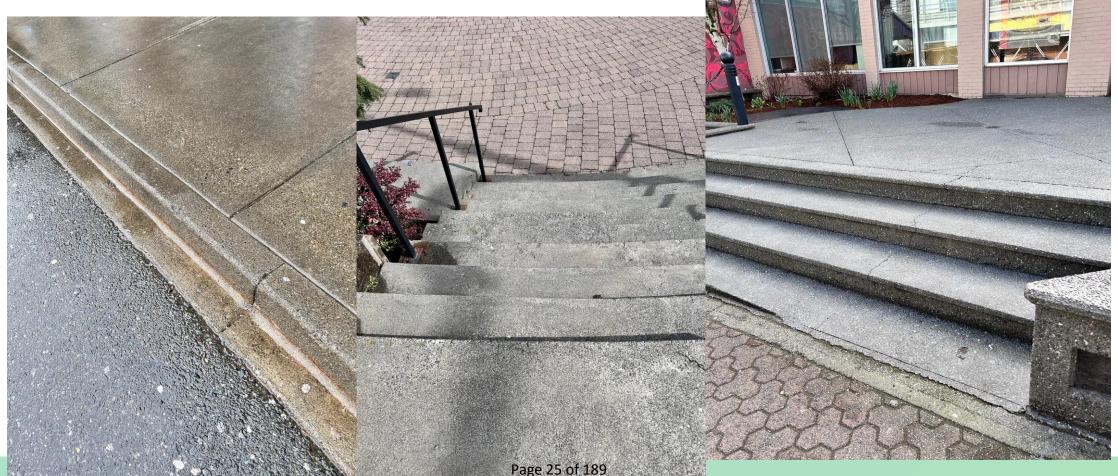
# Examples of no paint – highly dangerous!!







Examples of no paint part 2 – highly dangerous!!



# My ask

- Please change your by-laws for businesses to ensure that those who are visually impaired can access these spaces without putting themselves in danger
- On public spaces like the library, Art Gallery, stairs between the Filberg and Native Sons, and the Sid Williams, I would like the City to paint those steps themselves
- On privately owned spaces, I would like the city to change its bylaws so that whenever a company needs to be painted and upkeep with it, that it can be without permission.
- Finally find a way to keep up to date on these areas...

To:CouncilFile No.: 3030-00-01From:Director of Development ServicesDate: April 24, 2024

**Subject: Sidewalk Patio Policy DS-01** 

### **PURPOSE:**

For Council to consider the proposed Sidewalk Patio Policy DS-01 to establish a permanent patio program.

# **BACKGROUND:**

Sidewalk patios are located on public sidewalks, parking stalls, and streets for the purpose of serving food and beverages to seated patrons in conjunction with an existing restaurant directly adjacent to the patio. They are also licenced through Liquor and Cannabis Regulation Branch (LCRB) when liquor is served, and must meet Community Health regulations.

The Downtown Sidewalk Patio Program was first introduced in 2015 as a pilot project and continued to operate on a pilot seasonal basis starting on May 1<sup>st</sup> and ending on November 30<sup>th</sup> each year. It applies to the Downtown Courtenay Business Improvement Area (DCBIA).

The pilot program evolved during the COVID-19 restrictions to accommodate social distancing requirements. It has remained as a pilot project and seasonal. Current pilot program details are summarized below.

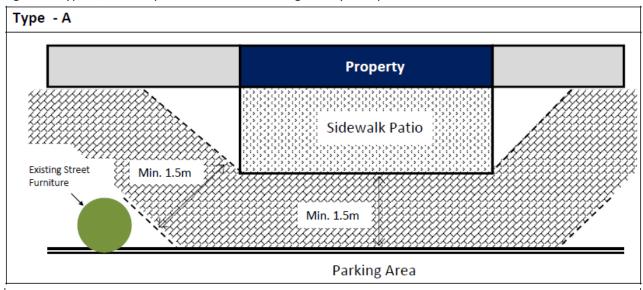
Three layout configurations are permitted as described as Type A, B or C shown in Figure 1 below:

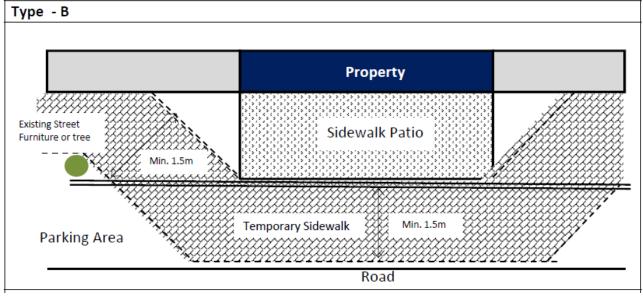
- Type A the patio and 1.5m walkway are entirely within the sidewalk area.
- Type B the patio is within the sidewalk area, and a temporary 1.5m sidewalk is constructed into the on-street parking area.
- Type C the patio occupies up to three on-street parking stalls in front of business, while maintaining a minimum 1.5m wide sidewalk between the patio and business.

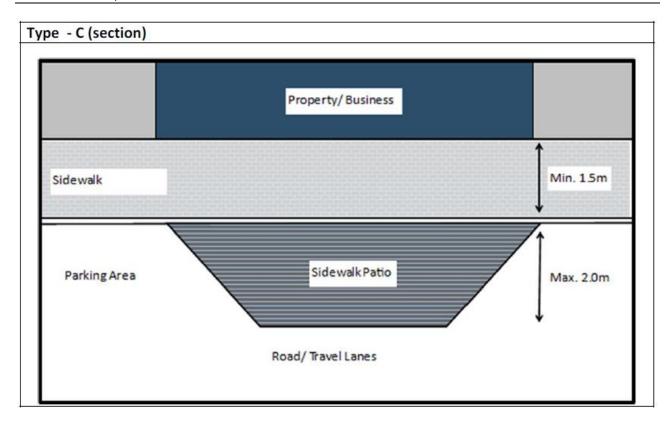
### Existing program guidelines include:

- access for the public (including for wheelchairs), patrons and access to infrastructure;
- design requirements including the visual appearance of and distances of fencing and railing clearances to infrastructure, encouragement of landscaping in planters;
- requirements for a traffic plan during construction of the patio;
- owner maintenance responsibilities: garbage disposal and drainage maintenance;
- proof of liability insurance with City as co-insured, business licence and liquor licence (where applicable);
- letters of support where their patio encroaches onto or extends in front of adjacent property;
- installation and removal of infrastructure required to support the patios is the responsibility of the permit holder;
- ability for the City to provide 24 hrs notice to operators for servicing City infrastructure;
- a \$50 application processing fee.

Figure 1: Type A, B and C pilot Sidewalk Patio Program layout options.







The chronology of the pilot sidewalk patio program is listed below:

- 1. May 11, 2015 Council adopts a resolution to direct staff to report on issues related to sidewalk patios and recommendations for permitting sidewalk patios in the DCBIA area of Courtenay.
- 2. June 15, 2015 Council receives a staff report and adopts a resolution to direct staff to develop a sidewalk patio permitting process and amend necessary the bylaws to allow sidewalk patios in downtown Courtenay (DCBIA). The report provides a list of key considerations, examples from comparable communities, and introduces program elements. Two patio layout options (Types A and B) are presented, both of which are contiguous to the subject businesses in order to minimize potential conflicts between pedestrians and patio patrons/staff. Staff report available here.
- 3. May 19, 2020 In response to COVID-19 physical distancing requirements, staff present a report to Council proposing a third layout option (Type C) for patios to use parking stalls within the road right of way in order to accommodate physical distancing options for businesses. Council endorses the additional layout option. Staff report available here.

The first sidewalk patio permits were issued in 2016. Since that time forty-two (42) applications for temporary sidewalk patios have been submitted to the City, most of them reoccurring seasonal applications.

### **DISCUSSION:**

Staff have been reviewing neighbouring municipalities (Attachment 1) along with the reports previously provided to Council and have identified the follow policy items that need to be considered in the proposed Sidewalk Patio Policy (Attachment 2):

# 1. Layout flexibility and reducing maximum number of parking stalls that may be occupied by a patio from 3 to 2

The pilot program requires that an application meet one of the three types of layouts described above (A, B or C). Staff recommend keeping the type A, B and C layouts as guidelines, but allowing an applicant to exercise more creativity in design provided that key accessibility and safety interests are met. These would include at minimum:

- Limited to within sidewalk SRW and/or up to 2 parking stalls, with width to not exceed frontage of the business, unless with letter of support by adjacent business(es).
- Not be located within:
  - 1.5m of existing City infrastructure including light poles, bike racks, benches, driveways,
  - o 0.6m of any building entrance and/or exit
  - o 6.0m from intersections and 6.0m from fire hydrants.
- 1.5m unimpeded sidewalk be provided (either on public sidewalk, or a temporary diverted sidewalk.
- Non-slip materials and grade changes that support accessibility.
- Use of guardrails and/or fencing between patio area and both pedestrian and vehicular traffic, where applicable.
- All openings be oriented to and open directly along the property frontage or directly to the curb line
- No part shall disturb traffic safety or traffic circulation.
- Fences, devices, and all other equipment able to be removed within twenty-four (24) hours of City notice.

The City is proposing to reduce the number of parking stalls from three (3) proposed in pilot program to permit a up to two (2) stalls, this aligns with current practices of neighboring municipalities (Cumberland, Comox) and limit the extent of private use of public land by any one business. This also addresses concerns heard from the DCBIA regarding parking needs for customers.

# 2. Clarifying maintenance expectations and operator requirements for patios

The pilot program states the responsibility for waste generated by the business is that of the owner, however, the program is limited in providing guidelines for the operator's maintenance and operation of patios. Most municipal sidewalk patio programs have specific requirements for operators to address operating hours, operation of the walkway and seating areas, the operation of fixtures (tables, chairs), shading devices (e.g. umbrellas) and fencing and railings (materials). The proposed Sidewalk patio Policy provides clarity and includes following topics:

- Portable tables and chairs are required to be removed at the end of each business day.
- Bicycles shall not be parked and dogs shall not be tied to any part of a sidewalk patio in any way that would impede pedestrian travel.
- At the licensee's own expense, the licensee shall keep and maintain the patio in a safe and good repair, and in a clean, sanitary, attractive condition at all times.
- The sidewalk and any road right-of-way shall be routinely swept and otherwise kept clean of debris and/or spills.

- All fixtures and amenities of a sidewalk patios including umbrellas, shade device and landscaping, shall be contained in the sidewalk patio area.

Some communities charge damage deposits in order to cover the costs of any damages as a result of the sidewalk patio. To date the pilot Sidewalk Patio Program has not resulted in damages to City infrastructure and therefore staff are not recommending this at this time. However, should damages to City infrastructure become an issue, the requirement for a damage deposit could be added subject to Council adoption of Sidewalk Patio Policy amendment.

# 3. Adjusted seasonal dates to align with other local programs.

The pilot program currently is available for the months of May 1<sup>st</sup> to November 30<sup>th</sup> each year. Some feedback has been provided from merchants that an earlier start date may be desirable. Cumberland's program for example is available from March 1<sup>st</sup> to October 31<sup>st</sup>. Staff recommend adjusting the seasonal dates to April 1<sup>st</sup> to October 31<sup>st</sup>. This can be reviewed and future adjustments made based upon feedback from DCBIA.

# 4. Legal occupation agreements and fees

When the pilot program was first introduced, a number of considerations for a permanent program were identified including access, loss of parking, safety, liability, design, maintenance and how sidewalk patio programs can be classified as assistance to business. Under Section 25 of the *Community Charter*, a local government is prohibited to provide assistance to business.

As described under the Charter, assistance includes: "disposing of land or improvements, or any interest or right in or with respect to them, for less than market value", as well as grants, benefit, advantage, or other form of assistance to a business, including exemptions from taxes or fees, unless authorized by bylaw (e.g. downtown Revitalization Tax Exemption program).

It is standard practice for municipalities to require a licence of occupation agreement to formalize the authorization of temporary occupation of public land or rights-of-way subject to conditions contained therein. It is also standard practice charge a fee for use of public lands for sidewalk patios or parklets. Until late last year the City did not have occupation and encroachment fees for the use of public land, and therefore amended the *City of Courtenay Fees and Charges Bylaw No. 1673, 1992* to include Licence of Occupation and encroachment agreements fees based upon review of other municipalities. Staff report available here.

## 5. Sidewalk Patio Fees

The City of Courtenay Fees and Charges Bylaw No. 1673, 1992 list Licence of Occupation fees. These fees are listed as \$5 per m² of sidewalk or statutory right of way occupied plus \$100 per parking space occupied per month and will be coming to Council for consideration of bylaw amended to annual. These fees are based upon the comparison table (Attachment 1) and these can be reviewed for any proposed changes for 2025. Staff recommend a flat fee for utilizing a parking stall given the stall will be lost for parking rather than a square metre rate, as is the practice in other municipalities like Revelstoke.

# **Summary of key recommended Sidewalk Patio Program changes:**

- Seasonal dates to April 1 to October 31<sup>st</sup>.
- Reducing maximum number of parking stalls that may be occupied by a patio from 3 to 2.

- Increasing design flexibility using Type A, B and C as guidelines and have applicant provide design for approval.
- Enhanced clarity of operator responsibilities for maintenance to include removal of chair/tables at end of each day, sidewalk and road right of way sweeping as required, maintenance of the structures, and restrictions on bike parking and dog leashing that impacts traffic and pedestrians.
- Requirement for Licence of Occupation and associated fees.
- Increased annual application fee from \$50 to \$125 per season (7 months).

# **Future opportunities**

The proposed sidewalk patio program policy provides an opportunity to formalize the pilot program and provide enhanced guidance and requirements based on local experience and best practices. Some communities integrate sidewalk patio programs with a wider set of street activation goals including enhanced opportunities for small public gathering spots, public furnishings, bike parking, and enhanced landscaping. Staff will monitor the opportunity to integrate more of these elements alongside the sidewalk patio policy so as to enhance downtown public amenities.

# **POLICY ANALYSIS:**

OCP Policies Streets and Transportation 10 (pg. 99) and Local Economy-7 (pg. 176) support amenity creating space in roads right-of-way in Downtown by providing places for people to gather (patios, pop-up parks and parklet) and encourages working collaboratively with neighbouring jurisdictions and the DCBIA in the development of community economic development.

# **FINANCIAL IMPLICATIONS:**

The City of Courtenay Fees and Charges Bylaw No. 1673, 1992 was recently updated to increase the Sidewalk Patio Program application fee and to add Licence of Occupation and encroachment agreements fees.

#### **ADMINISTRATIVE IMPLICATIONS:**

The Sidewalk Patio Program is administered by the Development Services Department with referral to Operations and Fire Departments. The pilot program has revealed that additional administrative implications such as coordination with and restrictions on snow clearing activities, can arise when patios are left year-round such as during the height of COVID-19 to accommodate social distancing. The proposed Sidewalk Patio Program recommends April 1-October 31 to avoid ice or snow clearing activities, and the proposed policy provides enhanced clarity of the operator's requirements for maintenance and accommodations for city operations.

### STRATEGIC PRIORITIES REFERENCE:

This initiative addresses the following strategic priorities:

Financial Sustainability - Review City Financial processes: Review fees, charges, and fines

# **PUBLIC ENGAGEMENT:**

Staff met with the Downtown Courtenay Business Improvement Association (DCBIA) and provided a draft of the sidewalk patio policy. In the conversation the representatives supported an annual fee, requested review of patio designs for more flexibility, and use of parking stalls. An opportunity was provided to give feedback up to Friday April 12 and no further comments have been received. Staff will continue to work with the

DCBIA on this policy and future changes to this policy that would be considered by Council on an annual basis.

# **OPTIONS:**

- 1. THAT Council adopt Sidewalk Patio Policy DS-01 to establish a permanent patio program; and THAT Council Direct Staff to prepare the required Bylaw amendments to the *City of Courtenay Fees and Charges Bylaw No. 1673, 1992*.
- 2. THAT Council provide alternative direction to staff.
- 3. THAT Council deny the Sidewalk Patio Policy

# **ATTACHMENTS:**

- 1. Sidewalk Patio Policy DS-01
- 2. Comparison table of other community approaches to Sidewalk Patio regulation

Prepared by: Nancy Gothard, RPP MCIP, Manager of Community and Sustainability Planning

Reviewed by: Marianne Wade, RPP MCIP, Director of Development Services

Concurrence: Geoff Garbutt, M.Pl., MCIP, RPP, City Manager (CAO)

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# **Sidewalk Patio Policy DS-01**

Prepared by: Development Services Department Date: Revised April 24,

2024

**DESCRIPTION:** To allow the use of public sidewalks and parking stalls for the purpose of

providing outdoor eating areas.

**PURPOSE:** To ensure the orderly development of outdoor seating areas and to

encourage designs that are in keeping with the form and character of

Courtenay's Downtown District.

**DURATION:** Seasonal April 1<sup>st</sup> to October 31<sup>st</sup>.

# **POLICY:**

- 1. All outdoor seating areas to be located on public sidewalks or parking stalls must be approved by the Director of Development Services prior to issuance of a permit and Licence of Occupation.
- 2. All requests for outdoor seating areas are to be forwarded to the Department of Development Services.
- 3. Department of Development Services will coordinate referrals to Planning Division, Building Division, City Operations, and Fire Department.
- 4. All applicants shall obtain public liability insurance in the amount of \$5,000,000.00 and shall name the City as an additional insured. This shall include a 30-day written Notice of Cancellation clause. All applicants must submit a Certificate of Insurance to the City prior to the occupancy or operation of a sidewalk patio seating area.
- 5. Applicants who provide all of the requested information and adhere to the design criteria guidelines contained in this program, will be issued with a Licence of Occupation from the City.
- A non-refundable licence of occupation fee is charged for the use of public sidewalks or roadside parking stalls for dining purposes. Annual Fees are contained in the Fees and Charges Bylaw No. 3107, 2023.

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# **Sidewalk Patio Policy DS-01**

Prepared by: Development Services Department

Date: Revised April 24,
2024

- 7. Applicants shall provide proof of business licence to the City.
- 8. The sidewalk patio operator shall have written endorsement of the registered owner of the building.
- 9. All applicants serving alcoholic beverages to the public shall hold a valid and liquor licence from the BC Liquor Control Regulation Board (BCLCRB).
- 10. Applicants who provide all of the requested information and adhere to the design criteria guidelines contained within this Policy, will be issued with a Licence of Occupation and permit.
- 11. Additional restrictions may be applicable subject to other City bylaws, policies or regulations.

# **APPLICATION REQUIREMENTS:**

- 1. All applications for outdoor seating areas must include the following information:
  - a. A letter of intent that provides an overview of the project and outlines the operating hours and days to which the outdoor seating area will be in operation.
  - b. Scaled drawings of the proposed outdoor seating area that includes:
    - a. Contextual information including the exact location of the area to be used, its size in square metres, relationship to adjacent businesses, building accesses, fire connection ports, hydrants, street light standards, landscaped areas, street furniture, adjacent sidewalk leases, curb lines, pedestrian ramps, parking, loading zones, bus stops and any other feature within 6 metres of the area's perimeter.
    - b. Patio details including number of tables and chairs on public sidewalks and/or parking stalls, access and location of gates (where applicable), style of fencing and/or guardrails (including height) and provision of amenities ranging from flower baskets and planters to garbage containers.

# The Corporation of the City of Courtenay

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# **Sidewalk Patio Policy DS-01**

Prepared by: Development Services Department

Date: Revised April 24,
2024

- c. A photograph of the building and of all materials, devices and fixtures used in the seating area.
- d. Identification of the materials to be used in the outdoor seating area.
- e. Highway Use Permit as part of the application form.

## **DESIGN CRITERIA - LOCATION:**

- 1. All patios are to be located in front of a business on the abutting sidewalk or within roadside parking stall(s).
- 2. The outdoor seating area is limited to the maximum width of the business and shall not extend in front of an adjacent business except with the agreement of the business provided to the City in writing.
- 3. Businesses can use up to two (2) parking stalls for a sidewalk patio.
- 4. Unobstructed access to the entrance of the building and to the fire connection port must be maintained.
- 5. Unobstructed access to sidewalk pedestrian ramps, hydrants, loading zones and bus stops must be maintained.
- 6. Sidewalk patios areas are not permitted on service grates and where sight lines at intersections will be obstructed.
- 7. Sidewalk patios shall not be located within:
  - a. 0.6m of any building entrance and/or exit;
  - b. 1.5m of existing City infrastructure including light poles, bike racks, benches, driveways;
  - c. 6.0m of intersections and fire hydrants.

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# **Sidewalk Patio Policy DS-01**

Prepared by: Development Services Department

Date: Revised April 24,
2024

- 8. Sidewalk patios are not permitted:
  - a. In areas where there is no public sidewalk or roadside parking or in laneways.
  - b. On roadway bumps or curb extensions, in front of a city park or any sports fields.
- 9. Common sidewalk patio configurations are described below and are referenced in Schedule 1. The listed layouts serve as guidelines. Applicants are permitted to exercise creativity in design and will be reviewed internally for compliance with design criteria list in this policy. The three patio designs for guidance are:
  - a. **Type A:** A patio that does not occupy more than one half of the width of the sidewalk. Type A sidewalk patios provide both the sidewalk patio and the minimum 1.5m wide unimpeded sidewalk within the existing sidewalk area.
  - b. **Type B:** A patio that requires the use of the parking area for pedestrian walkway. Type B sidewalk patios provide removable sidewalk sections on street parking space(s).
  - c. **Type C:** A patio that requires the use of the parking area for patio use. Type C sidewalk patios provide the minimum 1.5m wide unimpeded sidewalk within the existing sidewalk area and the patio is constructed within removal sections on street parking stalls.

#### **DESIGN CRITERIA - DEVICES AND FINISHINGS:**

- 1. The temporary pedestrian walkway shall be at the same elevation (at grade with) the abutting curb and sidewalk and have a non-slip finish. The use of carpet is prohibited.
- 2. Preferred materials are those that have durability and retain a high visual quality from year to year. Materials shall be repaired or replaced at the direction of the City, and at the applicant's expense.
- 3. Sidewalk patios must utilize sturdy chairs and tables.

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# **Sidewalk Patio Policy DS-01**

Prepared by: Development Services Department

Date: Revised April 24,
2024

- 4. Umbrellas or other temporary shading devises shall be securely fastened.
- 5. All devices of a sidewalk patio, including umbrellas, shading devices, and landscaping shall be wholly contained in the permitted sidewalk patio area.
- 6. Accessibility standards shall be met.

#### **DESIGN CRITERIA - FENCING AND RAILINGS:**

- 1. Physical delineation in the form of fencing and/or guardrails is required between patio area and roadways and pedestrian traffic corridors.
- Fencing and/or guardrails separating a patio from the adjacent sidewalk and roadway
  must not exceed 1.0 metre in height in order to maintain the aesthetics of an active
  streetscape and not obscure sight lines. Translucent shields may extend to a maximum of
  2.0m.
- 3. All openings shall be oriented to and open directly along the property frontage or directly to the curb line.
- 4. Design materials and colours used for the fencing/railings shall be compatible with the architectural elements of the adjacent and surrounding buildings.
- 5. Planters are strongly encouraged and should be integral with fencing to maintain a compatible design relationship. Landscaping and planting materials must be temporary and located in portable containers.

#### **MAINTENANCE AND OPERATIONS:**

1. The sidewalk patio shall comply with all applicable laws and regulations regarding the sale and service of food beverages (including alcohol) to the public.

The Corporation of the City of Courtenay

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# **Sidewalk Patio Policy DS-01**

Prepared by: Development Services Department Date: Revised April 24, 2024

- 2. Operators shall comply with all municipal, provincial and federal bylaws and regulations including but not limited to the City of Courtenay *Nuisance Abatement and Cost Recovery Bylaw No. 2987, 2019*.
- 3. Patios are only permitted to operate when the business is open to the public.
- 4. Patios must be securely closed when the patio is not in use. Portable improvements such as portable tables, chairs and portable fences must be removed at the end of each business day.
- 5. All fixtures and amenities of a sidewalk patios including tables, chairs, umbrellas, shade device and landscaping must not block fire department connections or means of egress from the building.
- 6. Bicycles shall not be parked and dogs shall not be tied to any part of a sidewalk patio in any way that would impede pedestrian travel.
- 7. Sidewalk patios shall not disturb water drainage along existing sidewalks and/or curbs and the installation of a minimum four (4) inch drainage void is required.
- 8. At the licensee's expense, the licensee shall keep and maintain the patio in a safe and good repair, and in a clean, sanitary, attractive condition at all times. This includes but is not limited to litter receptacles being provided and emptied as needed, and being responsible for ensuring that the public sidewalk and the adjacent road right-of-way is routinely swept and otherwise kept clean of debris and/or spills.
- 9. Sidewalk patios shall not disturb traffic safety and traffic circulation.
- 10. No signage is permitted in the sidewalk patio area unless as required as per other enactments (e.g. Liquor Licence requirements). Where such signage is required, it shall be designed so as to limit impact to sight lines as defined in the design criteria.
- 11. No advertising is permitted in the sidewalk patio area.

The Corporation of the City of Courtenay

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# **Sidewalk Patio Policy DS-01**

Prepared by: Development Services Department	Date: Revised April 24,	
	2024	

- 12. Sidewalk patios may be required to be removed at the applicant's expense at the request of the City for City work or maintenance in roadways. Fences, guardrails, devices, and all other equipment shall be able to be removed within twenty-four (24) hours at the request of the City for the installation, maintenance, servicing or repair of City infrastructure.
- 13. The City retains the right to revoke any permission granted for the use of public sidewalks or roadside parking stalls where it is found that the use is creating difficulties deemed to be unacceptable to the City, or that the permit-holder is in contravention of the issued permit.
- 14. All sidewalk patio permits expire October 31 of each year. All materials and devices must be removed by the permit-holder by this date. Failure to do so may result in the City undertaking the removal works at the permit-holder's expense.

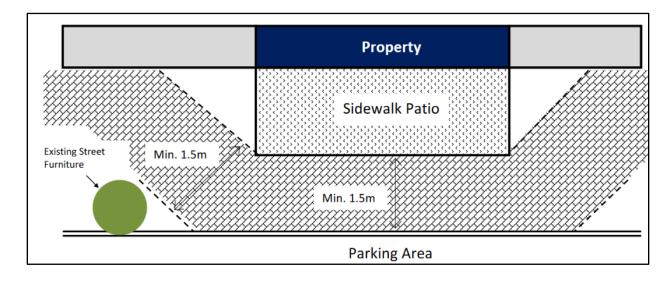
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# **Sidewalk Patio Policy DS-01**

Prepared by: Development Services Department Date: Revised April 24, 2024

#### **SCHEDULE 1**

#### **TYPE A PATIO LAYOUT**

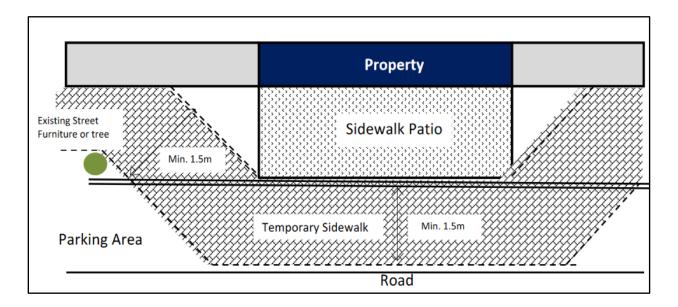


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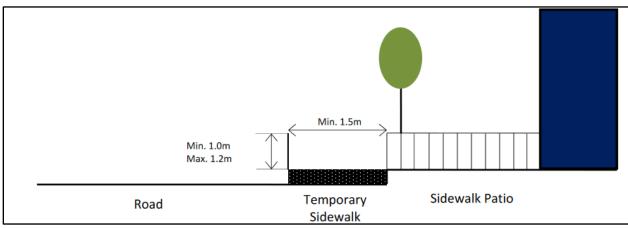
# **Sidewalk Patio Policy DS-01**

Prepared by: Development Services Department Date: Revised April 24, 2024

#### **TYPE B PATIO LAYOUT**



#### **TYPE B PATIO SECTION**



**SCHEDULE 3** 

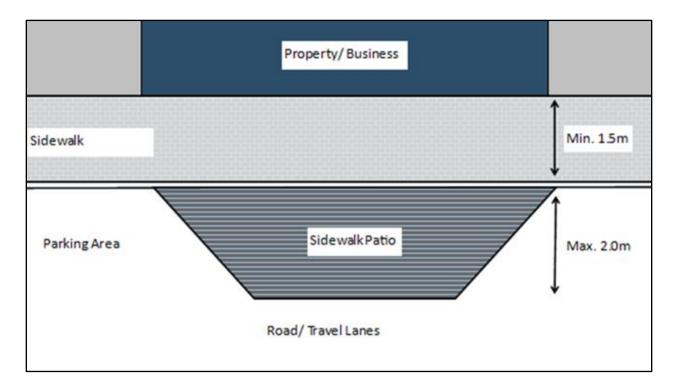
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# **Sidewalk Patio Policy DS-01**

Prepared by: Development Services Department

Date: Revised April 24,
2024

#### **TYPE C PATIO LAYOUT**



#### Attachment No. 1 – Community comparison table of sidewalk patio programs

Local Government	Fee Applied	Structure and Duration	Local Government Tools and Agreements Utilized in Program or Bylaw	Patio/Parking Stall Space Provisions
City of Courtenay Sidewalk Patio Program	Application fee (non-refundable): \$125.00	Patio Program (pilot), seasonal, offered annually April 1 <sup>st</sup> – October 31 <sup>st</sup> (7-month period)	Sidewalk Patio Permit and License of Occupation	Patio located in up to two (2) roadside parking stalls or on City sidewalks.
Proposal	License fee: \$5/m² of sidewalk space and \$100 per parking space annually			
Town of Comox Parklet Program (pilot)	Road Encroachment Agreement fee \$50.00 Building permit fee (non-refundable) \$35.00	Parklet program year-round (12- month period), offered annually	Road Encroachment Agreement with proof of liability with Town as an additional insured  Building Permit required for applicable structures (decks, awnings)	Parklet located in up to two (2) roadside parking stalls with a maximum width of 2.25m (parallel parking width)
City of Campbell River Parklet Program (part of the City grant- funded Downtown Small Initiatives Program)	Application fee (Waived by City, subsidized by grant) \$50.00	Parklet program year-round (12- month period), offered annually	Works on City Lands Permit including a pedestrian management plan	Parklet located in up to two (2) roadside parking stalls
Campbell River Sidewalk Café Bylaw (Drafted 2022 but not adopted)	Application fee (non-refundable) \$50.00  License fee: \$21.50/m² of sidewalk space occupied or parking stall space occupied	Café program year- round, offered annually	Sidewalk Café Permit and License of Occupation  Building Permit required for applicable structures (decks, awnings)	Café located in up to two (2) roadside parking stalls or on City sidewalks

#### Attachment No. 1 – Community comparison table of sidewalk patio programs

Local Government	Fee Applied	Structure and Duration	Local Government Tools and Agreements Utilized in Program or Bylaw	Patio/Parking Stall Space Provisions
Village of Cumberland Sidewalk Café Bylaw	Application fee (non-refundable) \$100.00  License fee: \$11/m² of sidewalk space/or parking stall space occupied  Damage Deposit (for damage to City Infrastructure) \$500.00 (paid on permit renewal or issuance)	Cafe program, seasonal, offered annually March 1 <sup>st</sup> – October 31 <sup>st</sup> (8-month period)	Sidewalk Café Permit. May enter into a License of Occupation  Building Permit required for applicable structures (decks, awnings)	Café located in up to two (2) roadside parking stalls or on Village sidewalks
Town of Qualicum Beach Sidewalk Café Bylaw	Application fee (non-refundable) \$10.00  License fee: \$21.50/m² of sidewalk space occupied	Café program, seasonal, offered annually 1 <sup>st</sup> Sunday April to last Sunday October (7-month period)	Sidewalk Café Permit. May enter into a License of Occupation	Café located on sidewalk fronting a business. Not permitted in roadside parking stalls.

To:CouncilFile No.: 3010-01-2401From:Director of Development ServicesDate: April 24, 2024

Subject: Short-term rental regulation Bill 35

#### **PURPOSE:**

To provide an update for Council regarding the *Short-Term Rental Accommodations Act* proclaimed October 26, 2023 (Bill 35), and request Council's direction regarding appropriate amendments to relevant City Bylaws (Business Licencing Bylaw No. 2523, 2008, Zoning Bylaw No. 2500, 2007 and Municipal Ticketing Information Bylaw No. 2435, 2006).

#### **BACKGROUND:**

#### **Provincial legislation**

The Short-Term Rental Accommodations Act is in response to a joint Union of BC Municipalities (UBCM) and Province of BC report (2021), identifying concerns with municipal ability to regulate short-term rental accommodation including: platform accountability, regulatory tools and enforcement capacity, as well as concerns that the short-term rental market is diverting rental units from the long term residential rental market, thereby reducing the supply of affordable rental housing within BC.

Effective May 1, 2024, in areas where the provincial principal residence requirement applies, short-term rentals will be limited to a host's principal residence, and either a secondary suite or accessory dwelling unit for most types of accommodation. The legislation provides a province-wide framework for the regulation of short-term rental accommodation, with the principal residence rules designed to target areas with high housing needs. Smaller communities and tourist destinations can continue as-is, or opt into the provincial legislation if they so choose.

The City of Courtenay, having a population of greater than 10,000 and a residential rental vacancy rate of less than 3% (0.6% in 2023) is subject to the new provincial regulations. On May1, 2024, whether or not the City of Courtenay chooses to take any further action, operators of short-term rental accommodation within the City will be required to observe the provincial principal residence requirement and register with the provincial registry (when available). The principal residence requirement will not apply for strata titled hotels and motels, and in other limited instances (i.e. Farm classification, Student Accommodation). The provincial compliance unit will be responsible for enforcing the provincial principal residence requirement and the mandatory registration with the provincial registry.

#### **Previous Council direction**

A staff report entitled "Short-Term Rental Accommodations Background Report" was presented to Council's Regular Meeting of June 1, 2020 and Council passed the following resolution:

That based on the March 16, 2020 staff report "Short-Term Rental Accommodations Background Report" Council determine the preferred regulatory approach for short-term rentals and direct staff to begin the process of developing regulations.

#### **Existing Courtenay regulatory framework**

Currently, City of Courtenay Business Licencing or Zoning Bylaws do not define or have specific regulations with respect to short-term rentals.

Business Licencing Bylaw No. 2523, 2008 regulates Apartments, Hotel, Motel, Hostel, Mobile Home Parks in that they are required to have a valid Business Licence renewed annually. The current Business Licence fee is \$150 per year for operations having more than 10 units and \$50 per year for those with less than 10 units. Operations having no more than two rooms for rent are exempt from holding a Business Licence.

Zoning Bylaw 2500, 2007 does not define Bed and Breakfast or Short-Term Rentals, but contains conditions of use and parking requirements for bed and breakfast uses. Since the Zoning Bylaw does not define Short-Term Rentals as a specific use, and Short-Term Rental accommodation is not listed as a permitted use in residential zones, the City has taken the position that they are not permitted to locate anywhere in Courtenay and are not operating within Courtenay's existing legal framework. The City has received some complaints with respect to Short Term Rentals in the community.

#### **DISCUSSION:**

Responding to Council's direction in 2020, additional background research was completed in 2021 but did not come back to Council formally. Data from the updated Housing Needs Assessment as prepared by Turner Drake and Associates for CVRD, identifies 286 short-term rentals currently operating in Courtenay. The data for the updated Housing Needs Assessment was collected by Turner Drake and Partners Ltd aggregated from AirDNA<sup>TM</sup> for the period commencing January 2016 to November 2023. AirDNA<sup>TM</sup>'s "Property Performance Data" service tracks short-term rental listings for the major booking platforms Airbnb and VRBO.

Notwithstanding that Courtenay does not define or regulate Short-Term Rental accommodation, one can see on Figure 1 below that the numbers of listings for this type of accommodation have been steadily increasing within Courtenay and other municipalities in the Comox Valley since 2016. Figure 2 shows their distribution.

Figure 1: Courtenay Average Monthly and Total Annual Short-term rental listed properties, as aggregated by Turner Drake and Associates from Air DNA  $^{\text{TM}}$  data

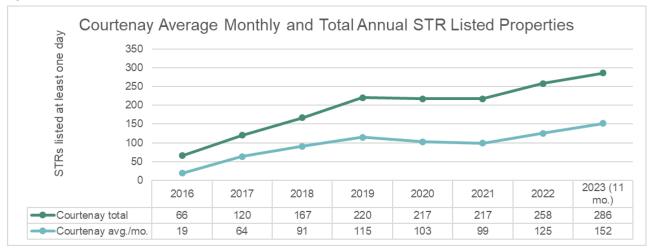
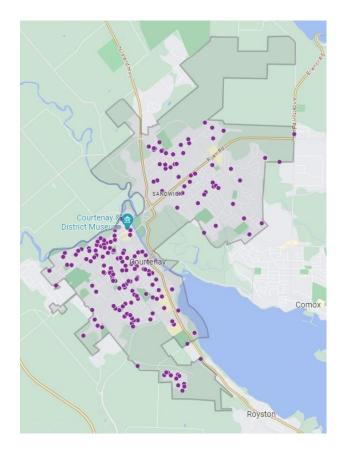


Figure 2: Approximate locations of short-term rental listed properties in the City of Courtenay, AirDNA™ data provided by Turner Drake and Associates.



Staff note that the aggregate AirDNA<sup>™</sup> data source provided by Turner Drake and associates has limitations such as not including other online booking platforms or private bookings and that the following

should be interpreted with the understanding of these data limitations. Accuracy in data tracking is an important objective of the provincial regulations.

With that caveat in mind, a number of other trends since 2016 are identified below:

- The total number of STR units in Courtenay has been increasing over the years from 66 to 286.
- Courtenay has 18% of total STRs in region and trends in Courtenay generally reflect those in the region.
- If more than one rental room is listed separately for the same residential unit, each separately listed room is counted as a separate property.
- The number of listed STRs that are entire units has been increasing rapidly over the years, from 39 in Courtenay (2016) to 245 (2023), while the number of room rentals within a residence grew from 25 (2016) to 49 (2019) before falling to 40 (2023).
- Many listings are available much of the year (averaging 5.5-6.5 months/year since 2017) and therefore aren't being part of the rental housing stock other parts of year.
- Many listings are not available for all of a month and of the listings booked, they are only booked part of the available time, averaging 11 booked days and 12 additional available days per month.
- Seasonality presents itself somewhat in higher prices and higher occupancy as well as slightly more listings in summer months.
- Average annual revenue has been increasing from \$1,696.45 (2016) to \$10,414.88 (2022). 2023 averaged \$9,374.34 as of November, which \$47.20 less than the first 11 months of 2022.

While the City of Courtenay is not required to amend its Business Licencing or Zoning Bylaw to be compliant with provincial legislation, the *Short-Term Rental Accommodations Act* does not prevent local governments from defining short-term rentals differently from the Province's less than 90 consecutive days definition if they so choose, or for specifying where the short-term rental may operate and providing conditions of operation for the purposes of their local bylaws. Staff have been reviewing local government short-term rental regulatory options and recommend that Council consider:

- 1. Where Short-Term Rental accommodation may be permitted, for example in specific zones, or in any principal residence and/or accessory dwelling unit subject to appropriate conditions of use, and what uses they may not be permitted to be located with (e.g. daycare use).
  - Staff is recommending that short-term rental be allowed in all residential zones and principal resident may be either the owner or a long-term renter who is designated as the operator.
- 2. Length of stay of any one unit, whether it be the principal residence or the accessory dwelling unit, or bedrooms within a home.
  - Staff is proposing that maximum stay be 27 days and only one unit is permitted on a property.
- 3. Parking requirements.
  - Staff is recommending one parking stall per short-term rental property.
- 4. Defining maximum number of guests.
  - Staff recommend no more than six guests, two per bedroom and no more than 3 bedrooms.
- 5. Requiring a fire and safety plan.
  - To be posted as per provincial regulations.
- 6. Requirement that signage be provided identifying vacation rental name and contact information.
  - To be provided as per provincial regulations.

#### A review of other local communities shows:

- Village of Cumberland:
  - Permits short-term rentals in their Residential Infill zone (R1-A, close to their downtown), requires a business license, resident requirement on property, limit to only one short-term rental per property, limit to 3 bedrooms and 6 guests, parking and signage requirements.
- Town of Comox:
  - Short-term rentals are considered Bed and Breakfast Accommodation, which is permitted in some of the low-density residential zones. A maximum of two bedrooms may be rented on a short-term basis and a business licence is required.
- Comox Valley Regional District:
  - The electoral areas, including Mt. Washington, are exempt from the principal residence provisions of the provincial Act. However, most of the electoral area residential zoning only permits short-term vacation rentals in the form of a Bed and Breakfast. Property owners who want to operate a short-term rental in a different form, such as using an entire dwelling unit for tourist accommodation, must make a site-specific land use application, such as a Temporary Use Permit, or zoning amendment to a commercial tourist accommodation use. Short-term rental regulations will be reviewed as part of the Rural Official Community Plan update to occur by December 31, 2025.

It is recommended that Council consider amendments to both Business Licencing and Zoning Bylaws in order to provide clarity for how such businesses should operate in Courtenay. Concurrent amendments to the Municipal Ticketing Information Bylaw will enable enforcement in a consistent and equitable manner.

Staff recommend that the following amendments to the following bylaws be presented:

#### Business Licencing Bylaw No. 2523, 2008:

- New definitions to differentiate the types of rental accommodation being offered: Bed and Breakfast, Short-Term and longer residential rental accommodation (see draft definitions in Attachment 1).
- Introduce a requirement for Short-Term Rental accommodation to obtain a Business Licence and provide specific conditions of operation.
- Introduce new categories of Business Licence and fees for Short-Term Rental accommodation.

#### Zoning Bylaw No. 2500, 2007:

- Introduce new definitions to differentiate the types of uses being regulated: Bed and Breakfast, Short-Term Rental accommodation and longer-term residential use (see draft definitions in Attachment 1).
- Introduce new conditions of use for Short-Term Rental accommodation.
- Define where they may be permitted

#### Municipal Ticket Information Bylaw No. 2435, 2006

 Review Schedule 1 Appendix 3 (Business Licencing Bylaw) and Appendix 9 (Zoning Bylaw) as required for consistency with proposed new sections.

Note that the City is working with the Regional District and Town of Comox to produce a Bylaw Notice Enforcement Bylaw (ticking bylaw under the adjudication process, adjudication equivalent to the MTI Bylaw) to replace the existing Municipal Ticket Information Bylaw system. It is expected that a

comprehensive review of relevant bylaws to be included, as well as offences and associated fines, will be undertaken through this process, therefore any fines proposed would be comparable in scale to those already in effect, although the *Short-Term Rental Accommodation Act* provides for increased maximum fines.

Staff will present the Bylaw amendments at a subsequent Council meeting.

#### **POLICY ANALYSIS:**

OCP Affordable Housing (AH 12) Policy states: Ensure short-term rental accommodation limits impact on the long-term rental housing supply. Explore options such as requiring owner occupation of short-term rental accommodations and business licenses.

The Regional Growth Strategy contains the Housing Goal 1, "ensure a diversity of affordable housing options to meet evolving regional demographics and needs".

The provincial legislation will aid local governments that seek to prioritize residential use relative to their housing needs and vacancy rates by limiting how and where STR's may operate.

Short-Term Rental Accommodations Act (Bill 35) comes into effect May 1, at which point the provincial regulations must be followed. In circumstances where the Act applies, Local Governments may adopt more restrictive (but not more permissive) short-term rental regulations.

The municipal bylaw amendments discussed above are independent of the May 1 provincial timeline. After May 1, any short-term rentals that are advertised within Courtenay will have to meet the provincial requirements for principal residence, and maximum length of stay. Courtenay Business Licence and Zoning Bylaw requirements and enforcement through the Municipal Ticketing Information Bylaw will become effective on the date of adoption of proposed bylaw amendments.

#### **FINANCIAL IMPLICATIONS:**

New fees would be added to the Business Licencing Bylaw to recover the administration of business licenses for short-term rentals. A new category of fines would be added to the Municipal Ticket Information Bylaw for contravention of the Business Licencing Bylaw should a short-term rental be operated without a business license or in contravention of any conditions of operation.

Short-term rentals of less than 27 continuous days are subject to Municipal and Regional District Tax (MRDT), which is in place for the City of Courtenay, however the application of MRDT is not related to whether an accommodation is captured under the definition of short-term rental under the *Short-Term Rental Accommodations Act* (less than 90 consecutive days).

#### **ADMINISTRATIVE IMPLICATIONS:**

With respect to implementation of this provincial legislation, coordination between the City (Development Services and internal departments) and the Province is required. Currently the issues management and implementation (communications and enforcement) is not included in the 2024 work program. Following Council direction, staff will monitor complaints, and consider any necessary enforcement service adjustments based on complaint volume. In accordance with the Bylaw Compliance Policy, in the initial months post bylaw adoption, staff will focus on raising awareness of the new regulations and providing

information to property owners and residents focusing on voluntary compliance. In the event, complaints and non-compliance are beyond the operational capacity of the Bylaw Division, recommendations and resources will be brought forward to Council for consideration during the 2025 budget process.

#### **STRATEGIC PRIORITIES REFERENCE:**

This initiative addresses the following strategic priorities:

- Buildings and Landscape Develop a short-term rental policy
- Buildings and Landscape Review and update land use regulations and bylaws for consistency with OCP
- Financial Sustainability Review City Financial processes: Review fees, charges, and fines

#### **PUBLIC ENGAGEMENT:**

Staff would inform the public of the new regulations and licensing requirements by posting information updates on the City's website, and social media ads. In addition, information regarding short term rental regulations can be incorporated into the 2024 Good Neighbour Guide series further raising awareness to the changes in regulations.

#### **OPTIONS:**

- 1. THAT Council direct staff to prepare the amending bylaws to "Business Licensing Bylaw 2523, 2008", "Zoning Bylaw No. 2500, 2007" and "Municipal Ticketing Information Bylaw No. 2435, 2006" to address *Bill 35 Short-Term Rental Accommodation Act*.
- 2. THAT Council provide alternative direction to staff.

#### **ATTACHMENTS:**

1. Attachment 1 - Proposed Definitions for Short Term Rental Accommodation

Prepared by: Marianne Wade, RPP MCIP, Director of Development Services

Nancy Gothard, RPP MCIP, Manager of Community and Sustainability Planning

Reviewed by: Kate O'Connell, MPP, Director of Corporate Services

Concurrence: Geoff Garbutt, M.Pl., MCIP, RPP, City Manager (CAO)

#### Attachment No. 1 Proposed Definitions for Short Term Rental Accommodation

Note that Business Licence definitions may be different than Zoning Bylaw Definitions as they reference <u>operation</u> of a business, while Zoning Bylaw Definitions reference <u>use</u> of land or property.

#### **Business Licencing Bylaw No. 2523, 2008**

Existing Section	Existing Wording	Proposed Wording
Section 1.2 Definitions	New definition, insert after "Auctioneer"	"Bed and Breakfast Accommodation" means the provision of temporary overnight accommodation for tourists and includes the first meal of the day served in a common room within the operator's principal residence.
	New definition, insert after "Council"	"Dwelling Unit" a suite operated as a housekeeping unit, used or intended to be used as a domicile by one or more persons and usually containing cooking, eating, living, sleeping and sanitary facilities. (BC Building Code)
	New definition, insert after Residential Business	"Short-Term Residential Rental" means the rental of a dwelling unit or any portion of it for a period of less than 27 days.

#### **Zoning Bylaw No. 2500, 2007**

Existing Division 3	Existing Wording	Proposed Wording
	New definition, insert after "auction centre"	"bed and breakfast" means the accessory use of a residence in which temporary overnight accommodation and breakfast served in a common room is provided to tourists.
	New definition, insert after "setback"	"Short-term rental" means the rental of a dwelling unit or any portion of it for a period of less than 27 days.

**To:** Council **File No.:** 5400-01

From: City Manager (CAO) Date: April 24, 2024

Subject: BCAA's Evolve - Proposed Electric Bike Share Program

#### **PURPOSE:**

To provide Council with options regarding the next steps in managing BCAA's Evolve request to partner with the City for the delivery of an Electric Bike Share Program within the City's jurisdictional boundary.

#### **BACKGROUND:**

At the December 6, 2023 Council meeting, Council resolved:

THAT Council direct staff to prepare a report on the feasibility of the proposed regional electric bike share program as outlined by Evolve in their delegation to Council on December  $6^{th}$ , 2023.

BCAA's request includes the use of City right-of-way for a Proposed Regional Electric Bike Share Program, which includes a mixture of private and public right-of-way locations for e-Bike storage. The proposal includes twenty-six (26) locations, scattered across the Comox Valley, including fifteen (15) locations within the City of Courtenay's jurisdiction of which, thirteen (13) are proposed on City-owned right-of-way and the remaining two (2) on Comox Valley Regional District (CVRD) property.

#### Shared Micromobility Definition (from the National Association of City Transportation Officials, NACTO)

Shared-use fleets of small, fully or partially-human powered vehicles such as bikes and e-bikes. These vehicles are generally rented through a mobile app or kiosk, are picked up and dropped off in the public right-of-way, and are meant for short point-to-point trips.



Figure 1: E-Bike Kiosk



Figure 2: E-Bike Location in Public Right-of-Way — City Hall

This would be the first program in the Comox Valley that has emerged from a Service Provider (SP) that uses public right-of-way for their business model. There are two significant guides that speak to this type of arrangement between service providers, like BCAA, and municipalities. The contents of which speak to the content of any agreement made between the two.

#### **Existing Guidelines:**

- 1. "Shared Mobility Guidelines", TransLink, 2019
- 2. "Guidelines for Regulating Shared Micromobility," NACTO, 2019

#### **DISCUSSION:**

The collaboration between the Comox Valley Regional District (CVRD) and the City of Courtenay, in partnership with BCAA's Evolve, for the implementation of an Electric Bike Share Program signifies a pivotal step towards promoting sustainable transportation in the region. With a Memorandum of Understanding (MOU) being established among all parties involved, including the Town of Comox, the focus lies on ensuring clear roles, responsibilities, and expectations are outlined for seamless program operation. While the MOU provides a framework for intentions and general scope of the relationship, additional contractual considerations are crucial to solidify the partnership's success. This includes addressing e-Bike storage in public right-of-way, defining license rates, compliance standards, maintenance obligations, and data sharing requirements. By strategically evaluating operational, bylaw, and data sharing implications, the City can pave the way for a successful and mutually beneficial e-Bike Share Program that maximizes benefits for all stakeholders.

#### General Contract or Licence Provisions – Between the City And Service Provider

Both TransLink and NACTO Guideline are synthesised below to illustrate the type and kind of information the City should consider before licencing and permitting a partnership agreement for an e-Bike Share Program.

In order to manage short and long-term licences for use of City Infrastructure, a Contract or Licence and Service agreement between the City and the service provider would set out obligations, expectations and services requirements, addressing the following in accordance with the City's established standards and practice:

- a. Licence rates
- b. Public service rates
- c. Compliance with laws and regulations
- d. Indemnification
- e. Maintenance and repair obligations
- f. Term
- g. Use age requirements
- h. Communication expectations regarding City bylaws to users
- i. Abandoned bikes notice, storage, retrieval, service expectations and fees
- j. Termination provisions and conditions including notice requirements
- k. Permitted use (e.g. limited to bikes and e-bikes)
- I. Assignment/subleasing
- m. Data sharing requirements (if not outlined in the regional MOU)
- n. Costs for non-compliance or as outlined in a service schedule
- o. Risk mitigation obligations, and;
- p. Any other condition as required by the City, to be agreed to by the service provider

#### **City Operations Consideration**

#### 1. System Operations

By following the contract or licence process, the City can ensure a large degree of accountability by the SPs and ensure they are held accountable for their day-to-day operations and have an appropriate level of risk management. There are a number of concerns that have been raised by the general public and stakeholders the City should be aware of:

- Use and provision of proper helmets and how they are maintained for health reasons.
- How the SP plans to ensure a balance of devices across the system (i.e. frequency throughout the day, who is responsible, what is the threshold, user incentives, timeline to complete)
- How to deal with 'dead' bikes that are not parked appropriately (who picks them up? Who pays for the service?)
- Visible ID with the SP phone number should be considered, to identify compliance, incentives and penalties.
- How does the SP comply with safety inspections to ensure public safety? What triggers are used for replacement or repair, and are their back-ups used to ensure fleet numbers?

#### **Bylaw Implication**

Section 5.7 (Vehicle Usage) as proposed in the Parks and Open Spaces Regulation Bylaw, currently in the bylaw reading stage, outlines the following regulations regarding the use of e-bikes in City parks and trails:

- a) The following regulations shall apply in respect of e-bikes and bicycles:
  - i. riding e-bikes and bicycles is prohibited in closed parks or closed parking areas;
  - ii. e-bike and bicycle usage below the natural boundary or high tide mark is prohibited;
  - iii. usage of e-bikes on trails within parks is strictly prohibited; and
  - iv. damaging natural features, park facilities, or improvements through e-bike or bicycle usage is strictly prohibited;
- b) No person under the age of 16 years is allowed to operate an e-bike in a park;
- Any motor vehicle parked in violation of this bylaw may be removed and impounded and the motor vehicle owner is responsible for the cost of removal and impoundment before the vehicle will be returned;

To ensure service users are aware of e-bike regulations within the City of Courtenay, the Contract or Licence between the City and SP can include requirements that would seek to ensure user awareness of local regulation to increase the likelihood of bylaw compliance. In addition to outlining communication requirements in the contract or licence, the City will be installing signs in City parks and on trails outlining e-bike restrictions. Additionally, contract or licence requirements for operation within the City of Courtenay would need to limit customer use to those 16 years of age or older.

#### **Regional Service MOU/Agreement Considerations**

#### Data Sharing

Data underpins all requirements for understanding how successful the program is, and how useful, flexible, and sustainable it can be, and is recommended between the SP and the program partners to measure success.

The data that SPs use should be shared with the CVRD as a condition of the MOU and be able to be verified by a 3<sup>rd</sup> party if required. There are recommended standards that we should follow and require for all data.

Most of the technical aspects of data validation and format come from the NACTO guideline, which is also suggested in Translink's guideline. Suffice to say the City should consider following all the technical data sharing aspects as suggested.

In the event the agreement between the CVRD and the SP does not include requirements for data sharing, this expectation would be included in the contract or licence requirements between the City and the SP. Should data sharing be included in the CVRD service model, depending on the data identified, the City may contemplate the collection or sharing of additional information to assist in service planning and evaluation.

#### 2. Payment and Price Structure

While the business plan of BCAA for the e-Bike Share Program will determine user fees, it is recommended that the program have the following abilities for inclusion, and barrier-free operation:

- The payment system must offer options for low income persons
- Include cash and non-credit applications
- Consider leveraging existing technology (mobile phones)
- Explore rewards to link trips with transit and other SPs
- Demonstrate how they offer security and consumer precautions and tracking of fees
- Rate subsidies and subsidy mechanism to be the responsibility of and funded by the service

#### 2. Right-of-way

There are ways to manage the road ROW that need to be addressed and identified, such as the:

- a) Type of model used for parking needs (geofenced, physical, or hybrid),
- b) Use of marking to identify parking areas with signs or paint,
- Particular underused areas of the ROW that with could be used (curbs, buffer zones, vehicle stalls, parklets)
- d) Accessibility considerations

#### 3. System planning and design

The contract or licence process should plan for an initial deployment and clearly and appropriately outline scaled up operations over time. The plan should be tied to performance metric that indicate how the service contributes to sustainability goals of the Transportation Master Plan and OCP.

The guidelines indicate how to gather details of the fleet and the requirements of such, like:

- Compliance with the Motor Assisted Cycle Regulation (BC) 151/2002,
- Speed regulator
- Tethering mechanism
- Speedometer

There are lengthy, integrated, and specific requirements for the SP to clearly identify parking compliance, needs (locations), and responsiveness to system-wide compliance and needs, all of which are detailed in the guidelines.

#### **POLICY ANALYSIS:**

#### Legal

The Licence and Services Agreement between the parties should be used to maximize involvement with BCAA and minimize the legal risk to the participating parties. Staff are reviewing the Licence and Services Agreement with legal to ensure that the indemnity language adequately transfers risk away from the City to BCAA for the program.

#### Licence and Service Agreement, LSA

The City's existing Road Use permitting process is not yet robust enough for Micromobility service operators, therefore, a Licence to Occupy (LOO) through a "Licence and Service Agreement" (LSA) between the Service Provider (BCAA) and the City, is required as to provide a legal basis for the use of the public road right-ofway.

The proposed agreement clearly outlines the terms and conditions under which the City provides an exclusive licence to BCAA to use "Licenced Areas", described within the agreement that identify the public rights-of-way that will be used to contain e-Bikes for the purposes of operating a bike share program.

#### Memorandum of Understanding, MOU

The establishment of an e-Bike Share program includes the adjacent Town of Comox, which necessitates a Memorandum of Understanding between all three parties. This ensures the e-Bike Share Program operates with the same expectations between all parties.

The proposed MOU outlines the intentions with respect to roles and responsibilities of the parties working together and sets out the general scope of the relationship. The MOU is not legally binding in itself, but it is used to set forth general principals and intensions of an agreement.

The MOU for the e-Bike Share Program will have three participating parties: the Comox Valley Regional District (CVRD), the City of Courtenay (City) and Town of Comox (Town) which identifies:

- The CVRD will be the administrator of the program with BCAA Evolve as the identified Service Provider,
- the term of the agreement,
- financial considerations, and;
- indemnity of all parties between themselves and from the Service Provider.

The City may, at a future date, may wish to expand the permitting system to regulate and manage service providers. In this case several managerial aspects of the process will have to be updated.

This would require:

- Updates to the Traffic Regulation Bylaw,
- Update the Fees and Charges Bylaw, and
- Creation of appropriate permit forms.

#### FINANCIAL IMPLICATIONS:

BCAA Evolve has indicated that some of the proposed locations or will require 'light duty' remediation to a general standard so the e-Bikes can stand upright properly. This will range from minor to modest remediation of landscape and or hard surface areas for the placement of the Evolve assets and their associated appurtenances; e.g. bike racks, informational signage, etc.

The preliminary cost estimate for the remediation works is estimated at approximately ~\$5000.00.

The proposed locations or 'Licenced Areas' represent a cumulate total of approximately ~26 square metres of public space. In alignment with best practice, the Community Charter and the City's fees and charges bylaw, licences areas are subject to an annual user fee of \$5.00 per square metre, resulting in a nominal net cost recovery amount.

The City has received a request from Evolve E-Bike share to waive all fees associated with their operation In the City. The City of Courtenay, in accordance with Section 25 of the Community Charter is not permitted to

aid business, as such the SP would be responsible for all associated costs. Any service subsidy rate consideration would be under the jurisdiction of the CVRD.

#### **ADMINISTRATIVE IMPLICATIONS:**

With a new service being offered to the public comes administrative duties, that may at time extent to an activate response from operational staff. Given that the use of e-Bikes is not limited to private spaces, users may, at times, create a need to operational staff to respond to emergent conditions; e.g., an e-bike is abandoned on a road/sidewalk blocking vehicular or pedestrian access. The future use the data identified in the LSA for analysis, including trip data and reports on characteristics of the operation.

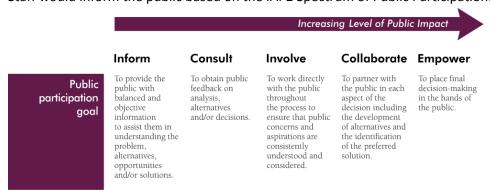
#### **STRATEGIC PRIORITIES REFERENCE:**

This initiative addresses the following strategic priorities:

- Streets and Transportation Update cycling network plan and implementation strategy
- Streets and Transportation Review City's approach to parking standards downtown: Parking restrictions and ticketing
- Streets and Transportation Plan and implement bike parking and secure storage
- Parks and Recreation Optimize active public spaces to respond to density increases and increased park use
- Social Infrastructure Identify roles for the City in the delivery of social infrastructure outlined in the OCP; Implementation plan for delivery of social infrastructure

#### **PUBLIC ENGAGEMENT:**

Staff would inform the public based on the IAP2 Spectrum of Public Participation:



© International Association for Public Participation www.iap2.org

#### **OPTIONS:**

 THAT Council authorize staff to enter into a tri-part Memorandum of Agreement with the Comox Valley Regional District and the Town of Comox for the provision of an e-Bike Share Program; and,

THAT Council delegate authority to the Director of Operations to determine the form and content of a Contract and/or Licence and Service Agreement between the City of Courtenay and BCAA Evolve to facilitate the provision of the e-bike share program in the City of Courtenay; and,

THAT staff be directed to advise BCAA Evolve Bike Share that the request to waive all costs and fees for the e-bike share program is denied, and a full-cost recovery model will be applied; and,

THAT Council delegate authority to the Director of Operations to authorize any required agreements or other legal documents necessary to provide BCAA Evolve access and permission to use public land for the pusposes of providing an e-bike ride share program.

 THAT Council authorize staff to enter into a tri-part Memorandum of Agreement with the Comox Valley Regional District and the Town of Comox for the provision of an e-Bike Share Program; and,

THAT Council delegate authority to the Director of Operations to determine the form and content of a Contract and/or Licence and Service Agreement between the City of Courtenay and BCAA Evolve to facilitate the provision of the e-bike share program in the City of Courtenay; and,

THAT Council appove BCAA Evolve's request to waive all costs and fees for the e-bike share program and authorize staff to provide in-kind funding up to a maximum amount of five thousand dollars for the provisions associated with the deployment of the prescribed e-bike share program; and,

THAT Council delegate authority to the Director of Operations to authorize any required agreements or other legal documents necessary to provide BCAA Evolve access and permission to use public land for the pusposes of providing an e-bike ride share program.

- 3. THAT Council direct staff to not proceed with the proposed Memorandum of Agreement or the Licence and Services Agreement at this time.
- 4. THAT Council provide alternative direction to staff.

#### **ATTACHMENTS:**

- 1. CVRD MicroMobility Memorandom of Agreement Draft
- 2. BCAA Evolve Map Overview: City of Courtenay Public Property Locations
- 3. Letter of Support from the Downtown Courtenay Bussiness Improvement Association (DCBIA)
- 4. BCAA Evolve: Letter of Request Associated Fees

Prepared by: Paul Butterfield, Transportation Engineering Technologist

Reviewed by: Kyle Shaw, Director of Operational Services

Kate O'Connell, Director of Corporate Services

Concurrence: Geoff Garbutt, M.Pl., MCIP, RPP, City Manager (CAO)

#### MEMORANDUM OF UNDERSTANDING

THIS AGREEMENT made this day of, 2024.	
BETWEEN:	
COMOX VALLEY REGIONAL DISTRICT 770 Harmston Avenue Courtenay, BC V9N 0G8	
AND	(the "CVRD")
CITY OF COURTENAY 830 Cliffe Avenue Courtenay, BC V9N 2J7	("the City")
AND	("the City")
TOWN OF COMOX 1809 Beaufort Avenue Comox, BC V9M 1R9	("the Town")

#### WHERAS:

- A) The Parties wish to provide a regional shared micro mobility program (the "Program"), involving electric bikes, to the Comox Valley and within the boundaries of the City and the Town.
- B) The Parties agree that the CVRD shall be responsible to administer a contract with ("Service Provider") to operate the Program within the municipal boundaries of the City and the Town.
- C) A Memorandum of Understanding (MOU) is beneficial for the purposes outlining the roles and responsibilities related to the provision of the service.

**NOW THEREFORE THIS AGREEMENT WITNESSES** in consideration of the mutual premises and covenants herein contained and other good and valuable consideration, the CVRD, the City and the Town covenant and agree as follows:

#### 1. SERVICES

1.1. The CVRD will administer a contract with the Service Provider to operate the Program within the Comox Valley.

#### 2. LAND AND PREMISES

- 2.1. The City and the Town will allow the CVRD's Service Provider to operate the Program within their municipal boundaries and park bikes on designated municipal roads, sidewalks and properties as agreed to between the service provider and each municipality.
- 2.2. The CVRD will ensure that the Service Provider will remove or relocate designated parking locations at the written request of the Town or the City.

#### 3. TERM

3.1. The CVRD shall provide the Program for a period of two (2) years (the Term), commencing on May 1, 2024 and ending on May 1, 2026 with an option to renew for three (3) additional one (1) year terms, subject to written approval by all Parties.

#### 4. FINANCIAL CONSIDERATIONS

4.1. Except as expressly set forth herein, or as agreed to elsewhere by CVRD and the Town or City, all costs and expenses associated with the Program, including without limitation those incurred with respect to the administration, liability and insurance, design, assembly, installation, maintenance, repair, servicing, and disassembly of the micro mobility devices, shall be borne entirely by the Service Provider.

#### 5. INDEMNITY AND INSURANCE

- 5.1. The CVRD, the City and the Town hereby agree to indemnify and save harmless the other, its officers, employees, elected officials and agents against all claims, demands, losses, costs, damages, actions, suits or proceedings by whomever made, brought or prosecuted and in any manner based upon, arising out, related , occasioned by or attributable to the negligent acts, errors or omissions of, or breach of this agreement by, the Service Provider, its servants, agents, subcontractors or sub-operators, in providing the services and performing the work of the Contract, excepting always liability arising solely out of the negligent act or omission.
- 5.2. The Service Provider will indemnify and save harmless the Licensee, including its officers, employees, and agents, against all claims, demands, losses, costs (including legal costs), damages, actions, suits or proceedings by whomever made, brought or prosecuted and in any manner based upon, arising out of, related occasioned by, or to attributable to the negligent acts, errors or omissions of, or breach of this Agreement by, the Service Provider, its servants, agents, sub-contractors or sub-operators, in discharging its obligations. The CVRD, the City and the Town are to be added as additional insured parties on the Service Providers insurance policy, and the policy shall contain a cross liability clause.

#### 6. TERMINATION

- 6.1. At any time during the Term, the City and the Town may terminate this agreement on two (2) month's written notice to the CVRD.
- 6.2. The CVRD reserves the right to cancel all or any part of this agreement if the Program is not being performed to the satisfaction of the CVRD.

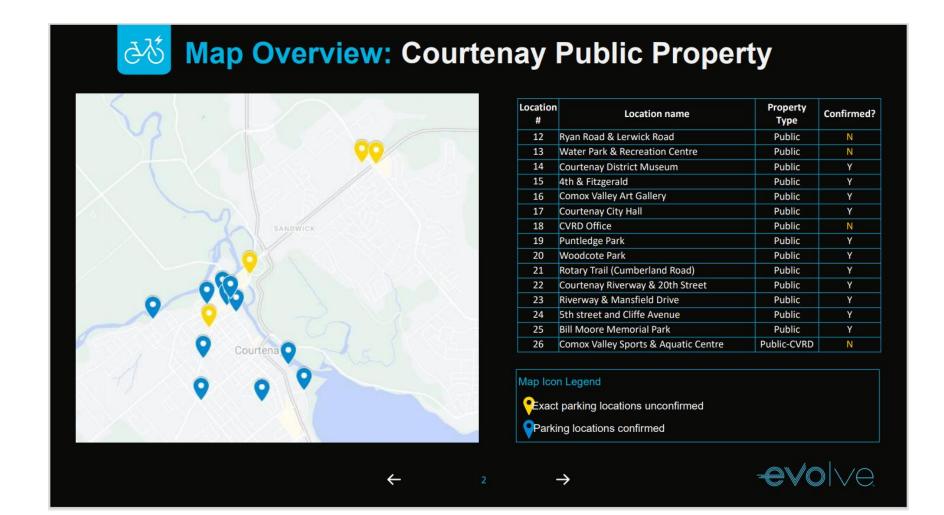
#### 7. GENERAL

- 7.1. This agreement, and any rights or obligations of any party hereunder, shall not be transferred or assigned without the prior written consent of the other parties.
- 7.2. The provisions herein contained constitute the entire agreement between the parties and supersede all previous communications, representations and agreements, whether verbal or written, between the parties with respect to the subject matter hereof.
- 7.3. The invalidity or unenforceability of any provision of this agreement will not affect the validity or enforceability of any other provision and any invalid provision will be severable from this agreement.
- 7.4. The schedules attached to this agreement form part of this agreement.
- 7.5. This agreement must be construed in accordance with and governed by the laws applicable in the province of British Columbia.
- 7.6. Each of the parties hereby covenants and agrees to execute such further and other documents and instruments, and to do such further and other things as may be necessary to implement and carry out the intent of this agreement.
- 7.7. This agreement may not be modified or amended except by an instrument in writing signed by the parties hereto or by their successors or assigns.

**IN WITNESS WHEREOF** the parties hereto have executed this Memorandum of Understanding as of the date first above written.

#### **COMOX VALLEY REGIONAL DISTRICT**

Signature	Signature	
Name and Title	Name and Title	
CITY OF COURTENAY		
Signature	Signature	
Name and Title	Name and Title	
TOWN OF COMOX		
Signature	Signature	
_	-	
Name and Title	Name and Title	





#### **PRESIDENT**

Jorden Marshall Hot Chocolates and Cakebread Bakery

#### **TREASURER**

Kristy Rowbotham MNP

April 4, 2024

#### **RECORDING SECRETARY**

Steve Stewart Edible Island Whole Foods

#### **DIRECTORS**

Alex Clarke Co-Valley Coworking

> Alex Dunae Tickit

Brody Abbot-Slater The Mustard Lady

Daniel Sharratt Gladstone Brewing

George Erler Courtenay Cannabis

Heather Ney Comox Valley Transition Society

> Kirsten Wood Blue Spruce Ice Cream

To Whom It May Concern,

I am writing this letter in support of the proposed E-Bike program presented by the CVRD and BCAA. After a discussion with the DCBIA board of directors, we feel this would be a positive addition to the downtown core.

Thank you for providing a service that will undoubtedly improve the accessibility and elevate the experience of downtown Courtenay.

#### **EXECUTIVE DIRECTOR**

Greg Chadwick 250-800-9497 info@downtowncourtenay.com Sincerely,

Greg Chadwick Executive Director - DCBIA

> Downtown Courtenay Business Improvement Association #202 – 580 Duncan Ave. Courtenay BC V9N 2M7 downtowncourtenay.com



April 11, 2024

**Evolve E-Bike Share by BCAA** 4567 Canada Way Burnaby, BC, V5G4T1

**Kyle Shaw Director of Operations, Operational Services Department** 890 Cliffe Ave, Courtenay, BC, V9N 2J7

Dear Kyle

We are writing you to formally request that the City of Courtenay Mayor and Council waive any fees associated with BCAA's Evolve E-bike Share program operating in the city. It is customary for municipalities to waive any associated fees to support bike-share programs in their communities.

The Evolve team is excited about the possibility of operating our bike share in Courtenay. We look forward to providing active transportation options to residents and visitors that will make it easier to move around the city. Our program aims to help facilitate first and last-mile trips on transit and provide easy access to local businesses and the many parks and recreation areas the city and region has to offer.

We want to thank the City of Courtenay in advance for their support, and we look forward to seeing our bikes on the streets this summer.

Regards,

David Holzer

Business Development Manager, Evolve E-Bike Share



# Hello Evolve











# Table of Contents

- 1. Evolve Program Overview
- 2. Pricing
- 3. Operations & Parking Management
- 4. Marketing and Communication







# Made in BC

Our purpose Empowering British Columbians to move forward.

- Evolve is operated by the British Columbian Automobile

  Association (BCAA) with 117 years of transportation services supporting over 1 million Members in B.C.
- 9 years of experience in shared mobility in British Columbia with consistent and sustainable growth with Evo Car Share
- Long-term community integration mind-set; BCAA's not-forprofit Membership has always been the core of our business
- 2021 Most Trusted Brand in Canada according to Gustavson School of Business, University of Victoria

# **Evolve E-Bike Share**

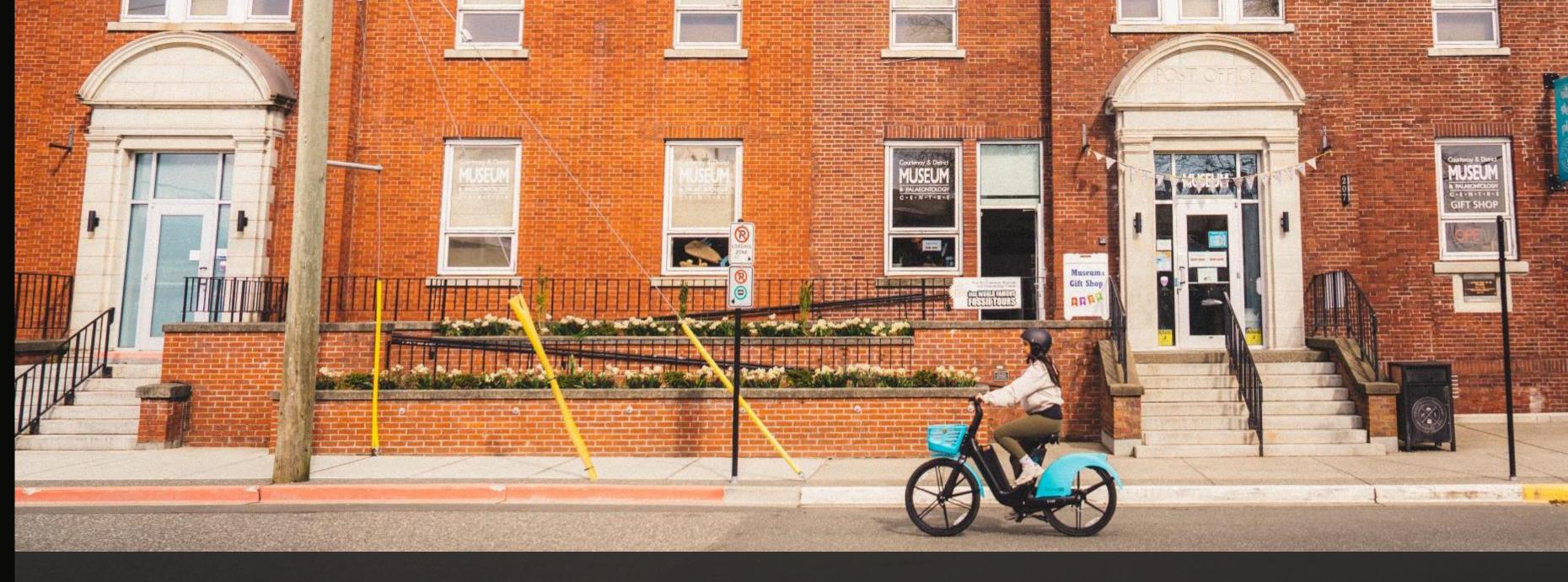
- Launched in 2021, initial piloting B2B bike share for employees with Deloitte and Iululemon.
- Grown to offer public bike share in Whistler, SFU Burnaby, and Nanaimo



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# How does it work?





A fleet of E-bikes stationed throughout the city and made available to anyone over 18 years old



All rides can only begin and end within a defined area of the city and at parking zones to ensure safe use of public realm



Riders have 24/7 access to Evolve E-Bikes and our customer service team through our app.



The app can lock the bike during a rental stopover anytime, anywhere – no need for a separate bike lock when stopping to grab a coffee.

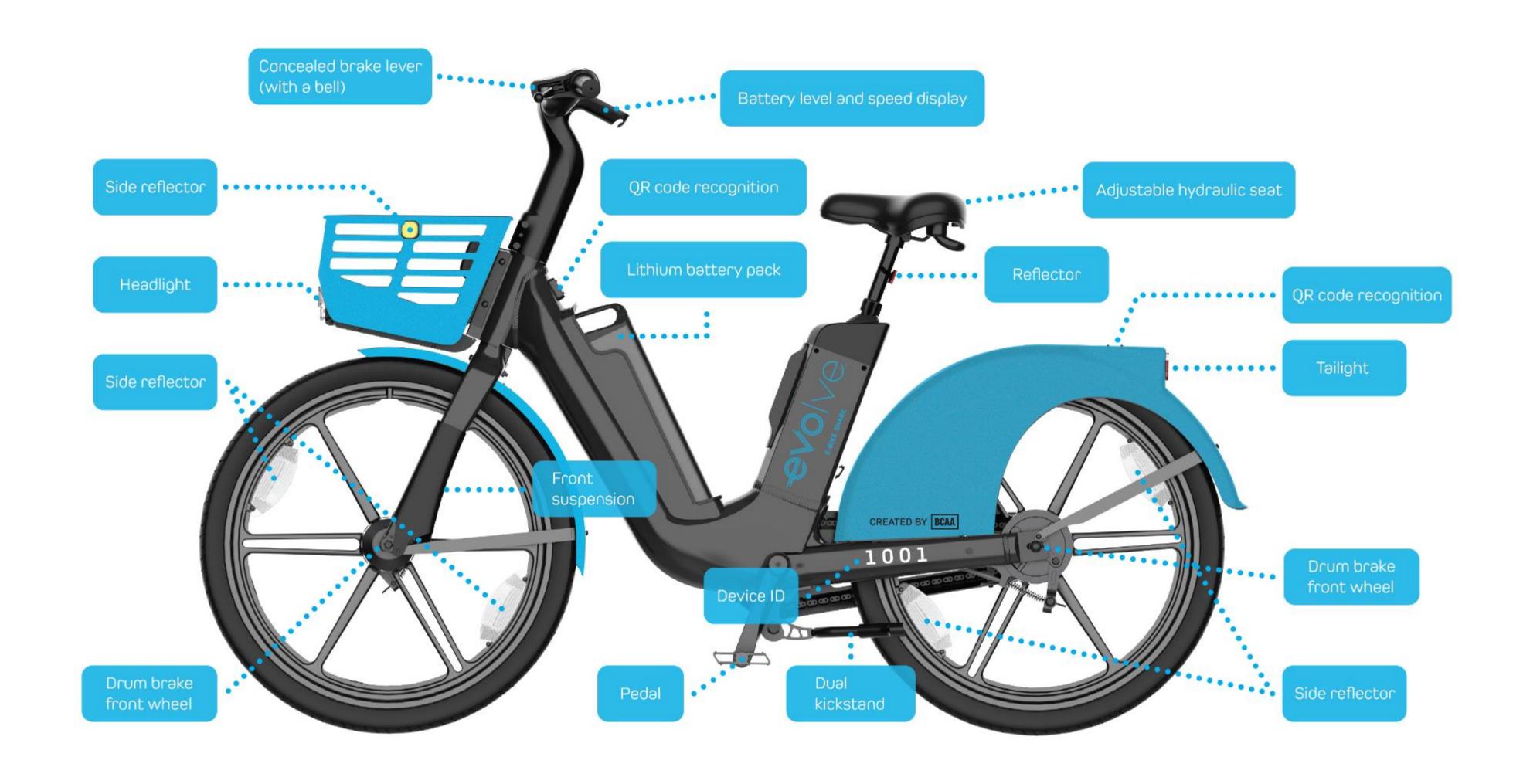








### **Evolve E-Bike features**







### Pricing

Fee Type	Evolve Rates (e-bikes and e-scooters)					
Regular rate Flexible per-minute or hourly rate. Our hourly rate discounts take effect automatically in the system when the trip reaches 38 minutes to ensure they always receive the best rate for their trip.						
Unlock fee	\$1.25 + gst					
Per-minute rate	\$0.35 + gst					
Hourly rate	\$12.99 + gst					
Monthly Subscription Pay a monthly fee to reduce the per-minute rate. Cancel anytime.						
Monthly fee	\$9.99 + gst					
Per-minute rate	\$0.10 + gst <i>(+unlock fee)</i>					
Inclusive Mobility Program						
Per-minute rate	\$0.10 + gst <i>(+unlock fee)</i>					









# Overview of Courtenay/Comox Operations

### **Dockless Fleet**

A fleet of 75 new e-bikes equipped with helmets will be deployed, accessible 24/7.

### **Station Based Parking Zones**

Evolve has work with staff to create a network of parking zones throughout the community. Trips can only start and in the defined parking zones.

Stations connect major transit routes, commercial centres, parks, recreation centers, and existing bike lanes

### **Launch Date**

If approved, Evolve plans to launch the 3<sup>rd</sup> week of May.

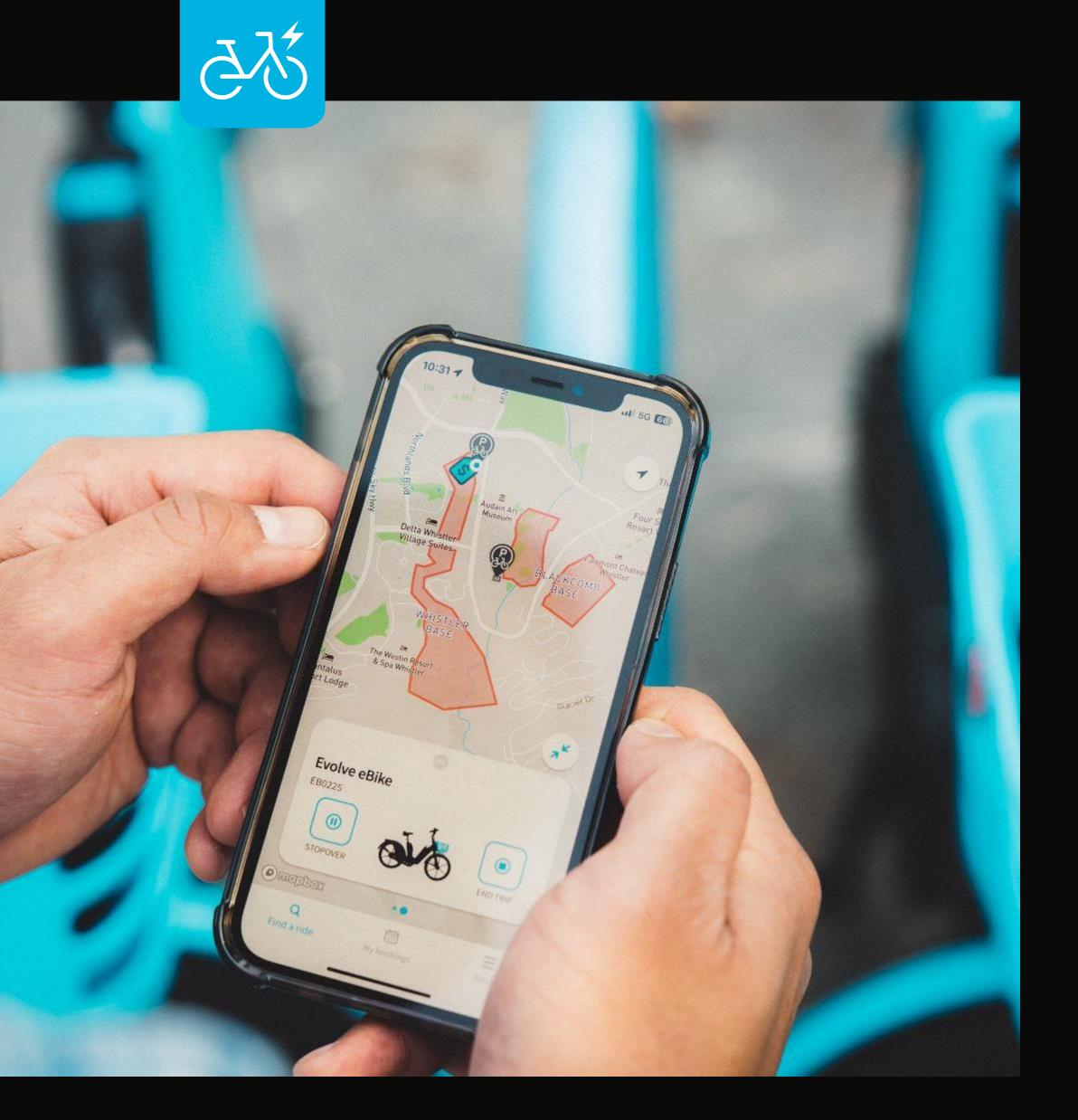
### **Operational Excellence**

Contracted a local businesses to support daily fleet management, maintenance and repair

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### Operations Management

- Local Operations Coordinator will manage day-to-day operations.
- Contracted with local company to support day-to-day fleet management, maintenance and repair.
- Operations will be HQ at 3843 Livingston Rd.
- Sophisticated software system monitors all devices in real-time, tracking location and device health:
  - helmet present
  - battery health
  - electric motor health etc...
- Evolve Fleet team will be dispatched as needed to service the fleet Daily Routine consists of:
  - Battery swaps
  - Visual helmet and damage checks
  - Cleaning and sanitation
  - Organize bike parking
  - Retrieval of mis-parked or abandoned bikes
- Evolve will respond to issues within 24 hours.





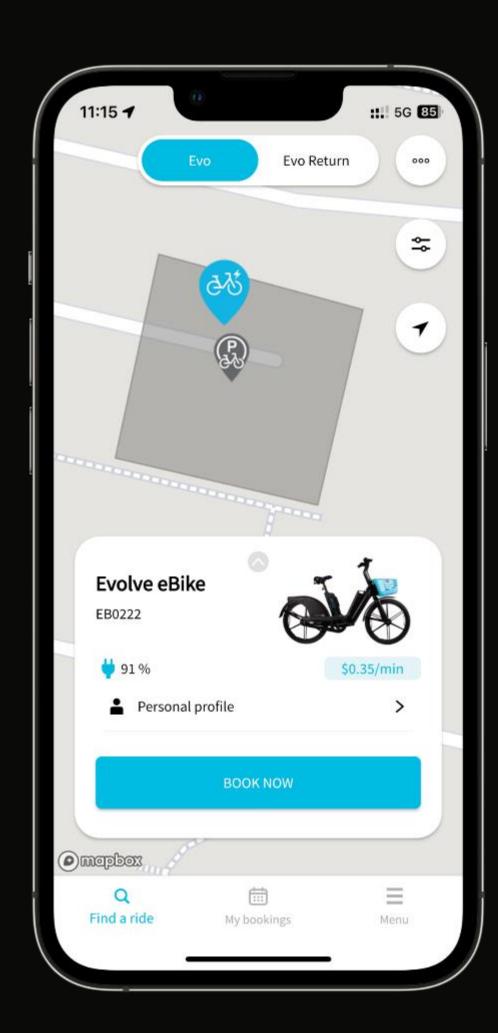


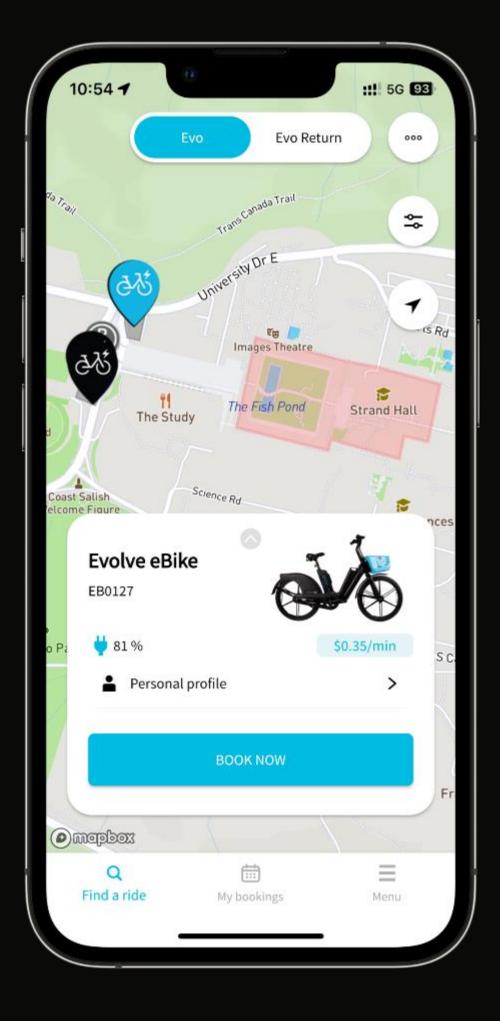


### Parking Management

To prevent issues and ensure safe use of the Evolve E-Bike Share service. We will institute the following procedures;

- Trips will only begin and end in geofenced area.
- All parking zones will have Evolve signage indicating where to park and how to use the service.
- Some parking zones will have evolve-supplied bike racks that give a visual encouragement for riders to park properly.
- Commercial areas can be designated <u>no ride</u>
   <u>zones if issues arise.</u>
- Slow ride zones can be created in areas of high pedestrian traffic if needed.







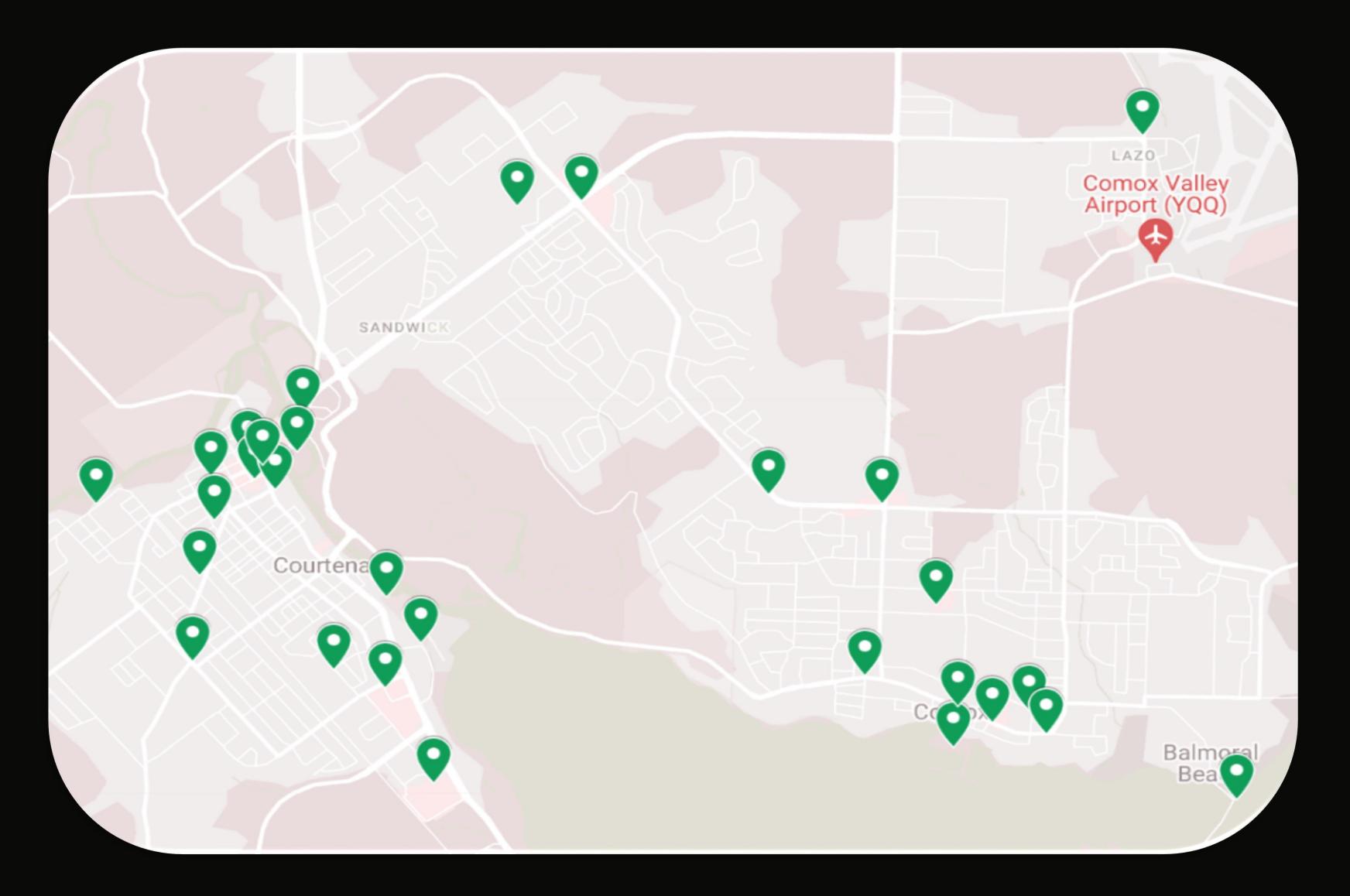




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### Proposed Parking Zones – Courtenay and Comox

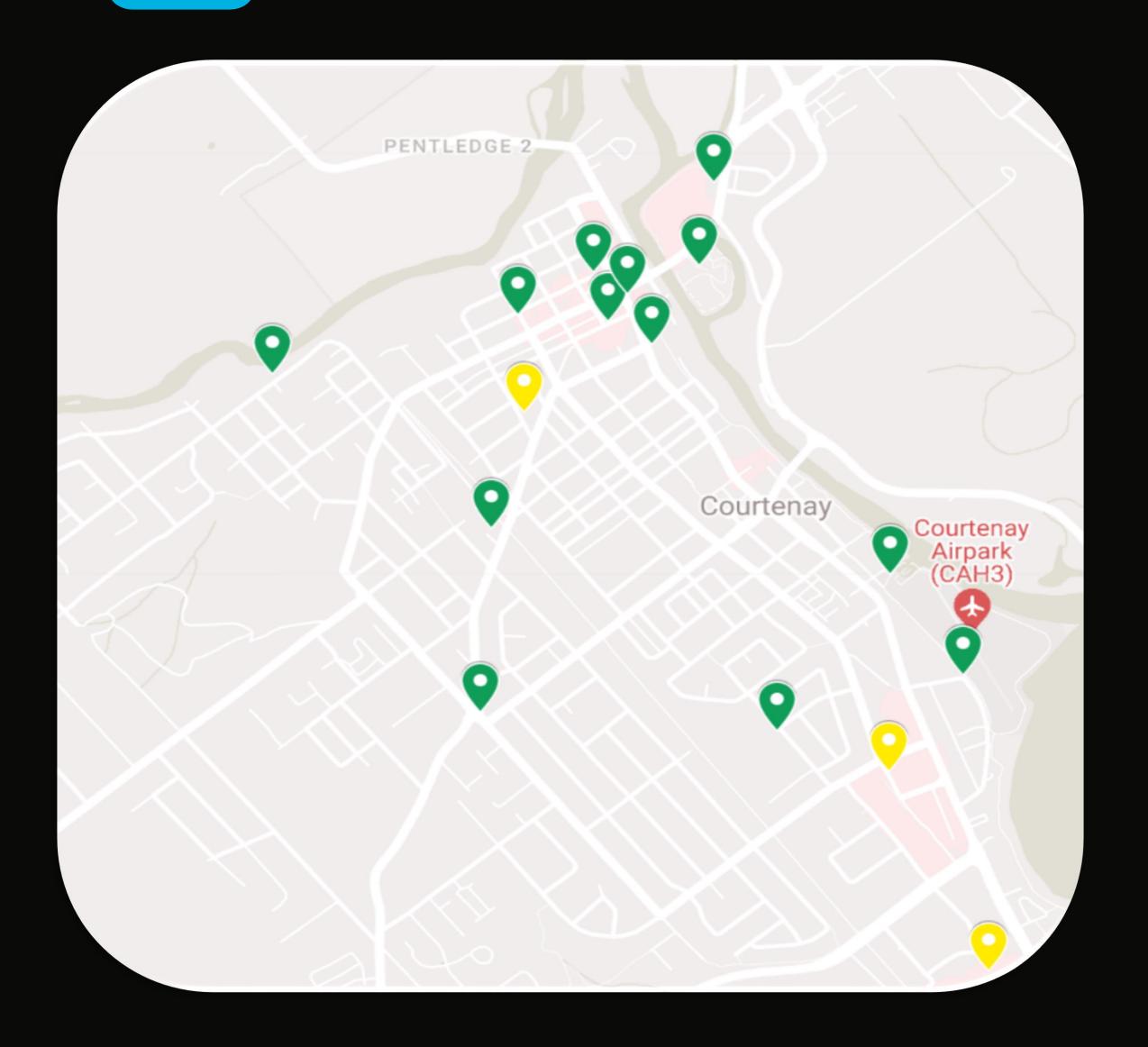


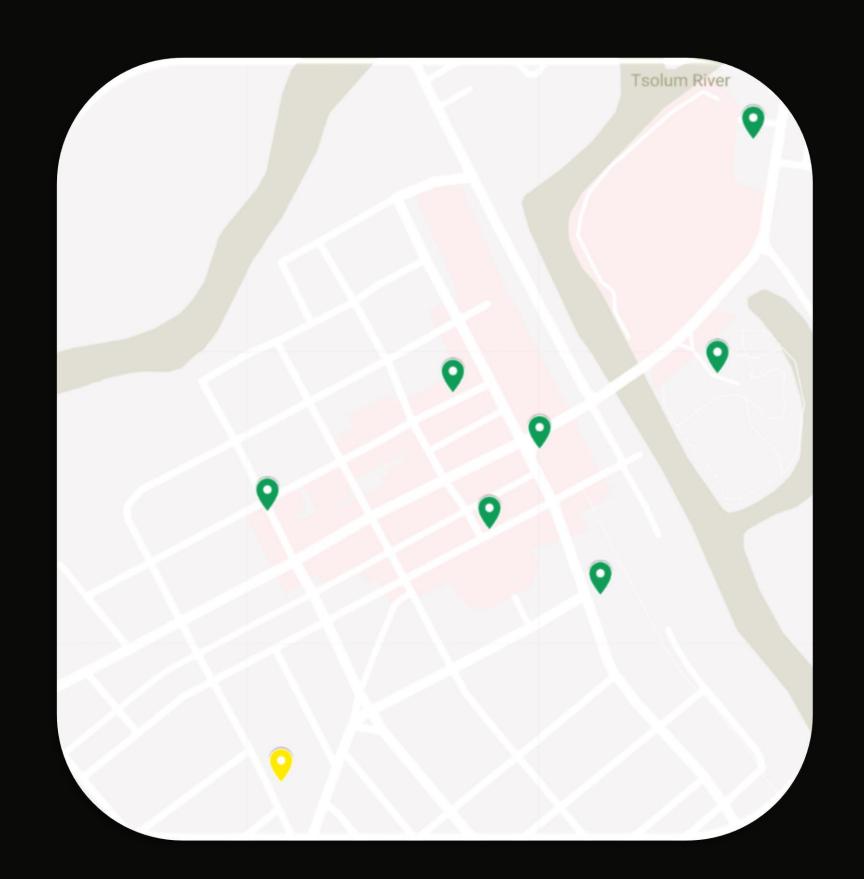


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### Proposed Parking Zones – Courtenay

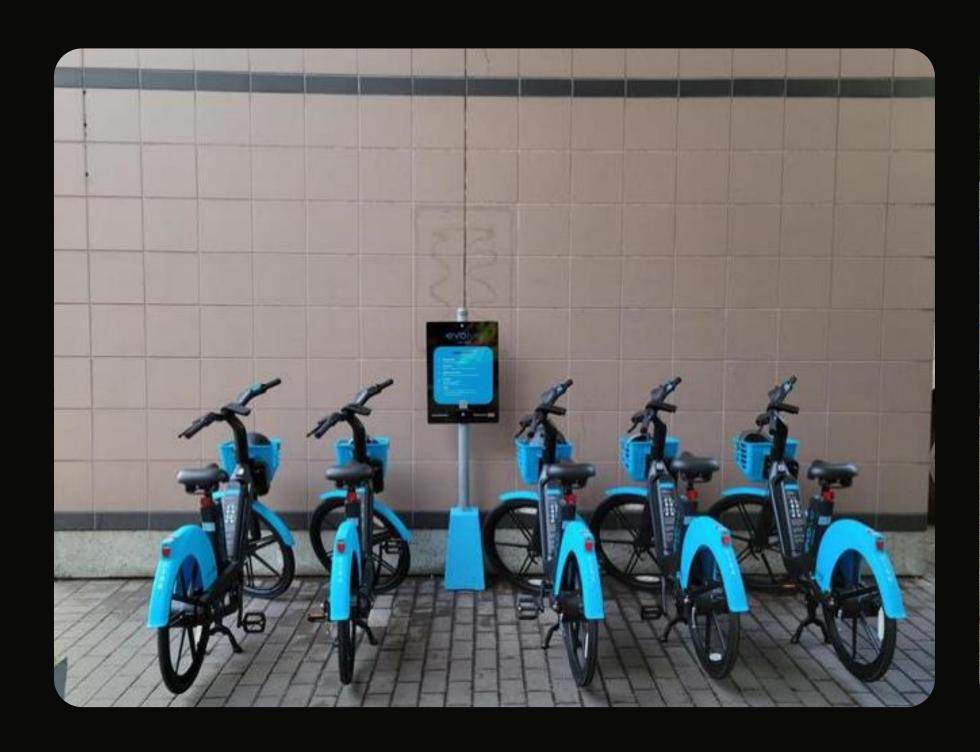








### Examples of Parking Stations





Evolve parking zone with signage. We use geofenced technology to ensure parking compliance.





### Marketing & Communications

### **AWARENESS**

Collaborate with CVRD, Courtenay and Comox to introduce the program to residents and tourists

- Launch PR comms
- Paid digital, radio and out-ofhome media placement
- Owned media channels including website, app, social media

### **ENGAGEMENT**

Encourage adoption of sustainable transportation through community engagement

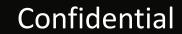
- Active participation in community events including Summer Street Markets, Annual Market Day, Island Music Festival and Air Show
- Promo code distribution to encourage usage

### **EDUCATION**

Program and safety education to ensure safety of all road users, and smooth program rollout

- Safety education courses with CVCC, distributing safety booklets and cycling maps
- In-app and on-bike safety and parking reminders
- In-person events for program demonstration





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## THANK YOU

### **David Holzer**

Business Development Manager, Evolve E-Bike Share

604.209.4865

David.Holzer@bcaa.com





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To:CouncilFile No.: 2380-20 LushFrom:Director of Recreation, Culture and Community ServicesDate: April 24, 2024

Subject: Lush Valley Food Action Society Licence of Occupation and Management and Operating Grant

**Fee for Service Agreement** 

### **PURPOSE:**

To seek Council approval of:

- 1. The five-year Licence of Occupation with Lush Valley Food Action Society for the continued use of a portion of the property located on 721 Grant Avenue, Courtenay, for the purposes of providing a community garden, in accordance with the 2019 licence agreement;
- 2. The proposed changes from the 2019 licence agreement to the revised 2024 licence agreement; and
- 3. The Management and Operating Grant Fee for Service Agreement.

### **BACKGROUND:**

The Share the Harvest community garden has been servicing the community since it was established in 2012. The community garden was initially started as a pilot project by the Dawn to Dawn Action on Homelessness Society. The purpose for the community garden was to engage the community in food production and provide food for those in need. However, in 2015 at the request of Dawn to Dawn, the licence agreement was assigned to Lush Valley Food Action Society whose mandate and expertise was a better fit for this initiative.

According to past staff reports, the 721 Grant Avenue property was never intended to be the long-term site for the community garden as it has been previously identified for other purposes, so a future alternate permanent location for the community garden would be ideal.

At the time of renewal for the 2019 agreement Lush requested a three to five-year renewal term, identification of a future alternate permanent location, in-kind support for proper on-site storage and annual ongoing funding of \$10,000 per year. At the time, Lush estimated it was costing approximately \$20,000 a year to manage and operate the garden. The garden was being subsidized by other Lush community program initiatives and City funding through the grant-in-aid program.

Recognizing the value of having Lush as a community partner to operate the community garden and deliver a program to address local food security, Council approved a five-year licence agreement and a management and operating grant of \$10,000 per year funded by gaming funds. The City also supplied a storage shed as a one-time in-kind contribution (valued at approximately \$5,000), along with a \$1,000 in-kind annual budget for assistance with site clean-up at the end of the growing season. The grant was provided annually subject to annual reporting requirements which included an annual management report, copy of Lush's financials, and confirmation of matching third party funding sources.

The 2019 agreement expired March 14, 2024. City and Lush staff have been in discussion regarding the renewal of the agreement and are bringing forward recommendations for Council's consideration.

### **DISCUSSION**

Municipal support of food policy and programs to strengthen the sustainability of local food systems is expanding across the region and province. This comes with the recognition that resilient food systems contribute to the health of people and cities in multiple diverse ways – from reducing inequities in access to healthy affordable food, to reducing the impacts of pollution and climate change and strengthening the local economy. Municipalities are now often participating at food policy tables to advance system changes where resources are leveraged across networks to support projects such as community gardens, food box distribution programs, sustainable food procurement programs, food hubs, and farmers markets. (Municipal Food Entrepreneurs, 2011)

Of the typical municipally supported policies and programs, community gardens have emerged as one of the most impactful and sustainable initiatives. "Community gardens play an important role in the lives of not only the gardeners – the volunteers who maintain the gardens - but also in creating community in the neighbourhoods where they exist. Their benefits are universal and result in an increase in social capital, civic engagement, sustainability, and food security." (LA: JUR, 2021)

As part of the agreements with the City of Courtenay, Lush has provided annual reports that demonstrate that the City's support through access to land and provision of funding and in-kind support has enabled programming realizing many of the above impacts.

In recent years, due to growing inequities, increased numbers of people experiencing homelessness and food insecurity, increased number of people seeking food skills knowledge to grow their own food and/or start a community garden, Lush has expanded their scope of community garden activity. They are now liaising with multiple agencies addressing food insecurity amongst a variety of equity deserving groups including those living with limited income, new immigrants, Indigenous peoples, and people experiencing homelessness, mental health issues and addictions. An Indigenous garden, and multiple new garden plots, have been established at this location to both encourage and accommodate growing need. Additional education, training, work opportunities, and food are provided. Lush has also expanded their support and activities in order to manage overnight sheltering, vandalism, and waste in the garden.

Given the increased requirements to operate the program, as well as the cost of maintaining aging infrastructure, Lush reports that the cost of operating and maintaining the garden has risen from \$20,000 in 2019 to \$45,000 in 2024. Lush has requested additional funding in the renewal of the service agreement, requesting an increase of the management fees from \$10,000 to \$12,000 annually, plus a 2% annual inflationary increase. Lush has also requested an increase from \$1,000 to \$5,000 in in-kind annual support. The in-kind request is to support existing in-kind activities (such as repairs, water, and garbage removal) as well as support other infrastructure items such as new fencing to separate the allotment plot areas from the public garden plots, improved pathways to increase accessibility, and reconstruction of deteriorating garden beds. Safety and security of garden users has become a growing issue over the past few years and Lush has identified and prioritized the need to install fencing and consider locking of the garden as two strategies to address these issues.

Lush has submitted an updated Share the Harvest Community Garden Plan (Attachment 1) and funding increase request with supporting business case (Attachment 2) to inform their five-year agreement renewal request.

### Municipal Role in Community Gardens

A scan of municipal support for community gardens in eight (8)<sup>1</sup> B.C. municipalities plus regional electorial areas, reveals that Lush's request is in alignment with support provided elsewhere for operating expenses. However, when it comes to large capital expenses beyond the initial garden build stage, garden operators are most often required to make a separate application for that support.

The review of municipal support for community gardens highlighted a number of themes:

- Larger municipalities provide greater amounts of support.
- Communities with populations the size of Courtenay tend to fund one non-profit organization (NPO)
  and one garden. As the population grows, this NPO becomes a hub of gardening activity, supporting
  expanded use of the garden and development of additional gardens with municipal support
  increases proportionately.
- Communities with populations of about 100,000 tend to move towards one of two community garden models:
  - 1) The City hires a food security coordinator who is responsible for community gardens, food policy, and other food programs; or
  - 2) The City works with a single NPO who assumes responsibility for all community gardens throughout the City. The City typically provides land and base levels of operating funding to enable the development of community gardens. This model has led to partnerships between NPOs and Cities whereby community garden policy is co-developed while also facilitating the establishment of neighbourhood networks.

License of Occupation and Management and Operating Grant Fee for Service Agreement
Council has identified the development of a community garden policy as a strategic priori

Council has identified the development of a community garden policy as a strategic priority; staff expect this work to begin in 2025. In the absence of a completed policy, staff are proposing the following in-kind and financial support for Lush towards the operation of the community garden until a policy is developed which will establish future City service levels (both in-kind and financial):

- 1. Increase in the annual grant from \$10,000 to \$12,000 funded by gaming funds. With a provision for a two percent (2%) increase per year. See Financial Implications section for further details. These funds are to be directed towards the coordination of activities including the maintenance of infrastructure.
- 2. Maintenance of annual in-kind support from the City at \$1,000 per year for garbage and recycling, water, and repair of taps and lines as well as utility and perimeter fencing and gate repairs.
- 3. A one-time additional grant of \$5,500 funded through gaming funds towards community garden infrastructure e.g. fencing, replacing deteriorating garden boxes, or accessibility improvements, subject to:
  - a. Lush submitting a grant request report detailing what their plans are for the funds;
  - b. Lush meeting grant requirements as determined by staff; and
  - c. Lush taking on the full responsibility of any new infrastructure installed through the one time grant, including the installation, repair, maintenance, and replacement.

### Additional Infrastructure Costs

<sup>&</sup>lt;sup>1</sup> Eight municipalities and three regional electoral areas were included in the review: Campbell River, Comox, Comox Valley Electoral Areas, Courtenay, Cumberland, Kamloops, Nanaimo, Penticton and Victoria.

As is the practice in most municipalities reviewed, once the initial garden is built, funds for additional infrastructure needs are typically accessed through a separate grant stream involving a separate application process, including a detailed plan and budget. Funds for additional community garden infrastructure needs may also be accessed through the Comox Valley Community Foundation grant program.

### Security and safety

While Lush requested additional funding and support to enable the locking of the garden overnight, additional funding for this request is not available and staff recommend that Lush either use portions of the operating funds and support provided or identify alternative ways to address this operational need. Staff have confirmed that the City's bylaw services can provide non-emergency bylaw enforcement services to assist with bylaw related activities for the community garden subject to staff resource availability and City operational priorities and needs. Staff also have encouraged Lush to contact the non-emergency RCMP line when faced with trespass issues.

To align with other community partner agreements, a licence of occupation has been created to address the use of the land for the purpose of the community garden and to clarify the respective roles and responsibilities of the City and Lush Valley Food Action Society as the license holder. In addition, a separate management and operating grant fee for service agreement is proposed to identify the services, deliverables, and reporting requirements the Society must submit to the City in return for its receipt of annual grant funds from the City. The management and operating grant fee for service agreement also outlines the in-kind support the City provides to the Society.

With the future development of a community garden policy, both agreements have a sixty-day advance notice termination clause to allow for flexibility should the scope, reporting requirements, support or partnership model change as a result of the future community garden policy.

### **POLICY ANALYSIS:**

The *Community Charter*, section 24 and section 26 authorizes the City to enter into a licence for disposition of any real property held or owned by the City for less than market value, subsequent to the publishing of notice of the proposed disposition in accordance with section 94. Council is responsible for approving and authorizing the execution of such licence agreements.

### Official Community Plan (OCP), 2022

The OCP, 2022 includes a Food Systems chapter which identifies policy recommendations that support continued investment in community gardens:

- FS 10: Refine municipal regulations and identify the City's role in encouraging and integrating opportunities for sustainable urban agriculture (including community gardens, small plot farming, edible landscaping, greenhouses, and gardening to support pollinators and foraging) on municipal lands, boulevards, park spaces and vacant lands, including temporary accessory retail sales.
- FS 11: Develop a program for community gardens and other small-scale food production spaces such as orchards or beehives across the City, prioritizing areas of higher residential density and areas home to equity-priority groups. Engage land holders who may have space to provide such uses, including on a short- to mid-term basis before land is developed.
- FS 12: Support educational programming on urban agriculture, traditional Indigenous foods practices, environmental stewardship, and food security. FS 13Encourage gardening programs that

promote health and well-being for residents, including at supportive housing sites, schools, recovery centres, long-term care facilities, and hospitals.

### **FINANCIAL IMPLICATIONS:**

The total financial implications over the 5-years are expected to be \$134,237 and are as follows:

- 1. The annual in-kind support towards garbage service, water supply, and perimeter fencing/gate repairs and maintenance will remain at \$1,000 per year and will be included in the Civic Properties Operations budget.
- 2. The annual grant funded by gaming funds will increase from \$10,000 to \$12,000 per annum in 2024, and increase to \$13,000 per annum in 2026.
  - a. Note that for rounding purposes the 2% annual increase is done in a single change in 2026.
- 3. One time grant of up to \$5,500 funded by gaming funds for community garden infrastructure improvements.
- 4. Annual permissive tax exemption (PTE) estimated in 2024 as follows:
  - a. Based on 2024 Assessment as of July 1, 2023, the estimated 2024 permissive tax exemption for the portion of land in the licenced areas is illustrated in Table B:

Table B:

Roll #	Civic Address	Net	City	Other Authority	Total
		Assessment			
		based on size			
		of the Licenced			
		Area			
00426.0	721 Grant Avenue	\$379,069	\$3,960	\$2,493	\$6,453

- 5. The comparable market rental rate for similar land is approximately \$0.23 PSF or \$4,605 per year based on a 2019 fair market rental appraisal<sup>2</sup> adjusted by the Consumer Price Index for British Columbia to reflect the current market rental estimates for the lease of bare land.
  - a. If the Licence of Occupation is approved, the City would be required to advertise the provision of assistance acknowledging a \$4,605 per year rental rate subsidy (based on current market rental rates) and disposition of city land per Section 24 and 26 of the Community Charter.

<sup>&</sup>lt;sup>2</sup> Fair Market Appraisal Jackson and Associates Courtenay Airpark Lands

### **Funding Summary**

Community Garden Funding Summary												
Year		In-Kind	0	perating		PTE		Lease	C	One-time		Total
2024	\$	1,000	\$	12,000	\$	6,453	\$	4,605	\$	5,500	\$	29,558
2025		1,000		12,000		6,937		4,605		-		24,542
2026		1,000		13,000		7,492		4,605		-		26,097
2027		1,000		13,000		8,091		4,605		-		26,696
2028		1,000		13,000		8,739		4,605		-		27,344
Total	\$	5,000	\$	63,000	\$	37.712	\$	23.025	\$	5.500	\$	134.237

### **ADMINISTRATIVE IMPLICATIONS:**

The Licence of Occupation and community garden management and operating grant fee for service agreement were developed and will be administered by the Department of Recreation, Culture and Community Services (RCCS) in collaboration with other relevant internal departments

### **STRATEGIC PRIORITIES REFERENCE:**

This initiative addresses the following strategic priorities:

- Food Systems Engage with Agricultural Community and Food Policy Council to identify needs and support relevant OCP policies
- Food Systems Identify roles for the City in the delivery of food security as outlined in the OCP
- Food Systems Develop a policy for community gardens and other small-scale food production spaces, identify community partners to support community garden projects

### **PUBLIC ENGAGEMENT:**

Staff would inform the public based on the IAP2 Spectrum of Public Participation:

			Increasii	Increasing Level of Public Impo				
	Inform	Consult	Involve	Collaborate	Empower			
Public participation goal	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-makin in the hands of the public.			

© International Association for Public Participation www.iap2.org

Staff will provide public notice to satisfy the statutory advertising requirements for the provision of assistance and disposition of City land per Section 24 and 26 of the Community Charter.

### **OPTIONS:**

1. THAT Council authorize staff to execute the attached five-year licence of occupation extension between the City of Courtenay and Lush Valley Food Action Society for the continued use of the property located at 721 Grant Avenue, PID: 030-871-191, LOT 1, PLAN EPP84993, SECTION 61, COMOX LAND DISTRICT, subsequent to the publishing of notice; and

THAT Council authorize staff to execute the attached five-year Management and Operating Grant Fee For Service agreement between the City of Courtenay and Lush Valley Food Action Society for the management and operation of a community garden; and

THAT upon execution of the Licence of Occupation and Management and Operating Grant Fee For Service Agreement with Lush Valley Food Action Society, Council approve a grant up to \$5,500 from gaming funds, to cover infrastructure improvements to the community garden area, subject to grant submission requirements as determined by staff.

2. THAT Council provide alternative direction to staff.

### **ATTACHMENTS:**

- 1. Share the Harvest Community Garden Plan 2024 \_redacted
- 2. Lush Valley Food Action Society Funding Request Increase (2024-2028) Business Case
- 3. Lush Valley Food Action Society Licence of Occupation dated May 1, 2024
- 4. Management and Operating Grant Fee For Service Agreement dated May 1, 2024

Prepared by: Joanne Bays, Community Development Coordinator, Department of Recreation, Culture

and Community Services

Joy Chan, Manager of Business Administration, Department of Recreation, Culture and

**Community Services** 

Reviewed by: Susie Saunders, Director of Recreation, Culture and Community Services

Adam Langenmaier, Director of Financial Services

Concurrence: Geoff Garbutt, M.Pl., MCIP, RPP, City Manager (CAO)



# Share the Harvest Community Garden Vision and Plan 2024



### STH GARDEN – COMMUNITY VISION AND PLAN



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### 1. Introduction, Garden History and Context

The Share the Harvest Community Garden is a grass-roots community-driven initiative that relies on the support and participation of numerous community groups, individuals and the City of Courtenay. The garden is located at 6<sup>th</sup> Street and Harmston Avenue in downtown Courtenay, on the 'old Courtenay School' site. Prior to the garden, the site was largely a vacant lot of tall grasses. The City of Courtenay's carpentry shop and some RCMP storage are located on the site, but do not use the grass field.

Since its inception in 2012 the garden has seen steady growth and community participation. *Initiatives* that will help to grow the project and ensure its success are included in this plan. In addition to this plan, a lease agreement is in place between LUSH Valley<sup>1</sup> and the City of Courtenay which governs the use of the City-owned property as a community garden. The current lease is in effect until March 2024. We are currently requesting a renewal to the lease based on the garden's successes.

The purpose of the Share the Harvest Community Garden is to provide a place where anyone can have access to land to grow food for themselves and for their community, where gardening education and mentorship are provided, and where social capital is nurtured and grows.

### The intended audiences of this plan are multiple. The plan provides:

- a management agreement with the landowner (the City of Courtenay),
- a communication tool for anyone wanting to learn more about the garden.

In addition to this document which is updated every 3 years with input from the garden community there is an additional LUSH Valley Garden Coordinator's manual which is updated annually with key information and details for coordination and management of the site.

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<sup>&</sup>lt;sup>1</sup> LUSH = Let Us Share the Harvest, a Food Security and Action Society and local Food Security HUB (Island Health Initiative). www.lushvalley.org



Share the Harvest Community Garden (SHCG) started as an initiative of the Dawn to Dawn: Action on Homelessness Society<sup>2</sup> with the goal of supplying food for those in need and to bring people together towards a common goal. Originally referred to as the "Dawn to Dawn Community Garden", the project started as a 6 month pilot initiative in the spring and summer of 2012. Since then the number of garden beds, the activities within the garden, garden infrastructure and community involvement have grown. In 2013 Dawn to Dawn entered a 5 year lease agreement with the City to provide a degree of certainty that allows for longer-range planning and gardening activities throughout all the seasons. In 2014 LUSH Valley and Dawn to Dawn agreed that the garden administration, programs and overall functioning would be well served by LUSH Valley given their mandate and goals. In early 2015 LUSH became the leaseholder for the project.

If you would like to learn more about the Share the Harvest Community Garden, including contact information and how you can get involved, visit the LUSH Valley website: <a href="www.lushvalley.org/share-harvest/">www.lushvalley.org/share-harvest/</a>

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<sup>&</sup>lt;sup>2</sup> www.dawntodawn.org

### 2. Garden Vision

The vision of the Share the Harvest Community Garden is a place where anyone can have access to land to grow food for themselves and for their community, where gardening education and mentorship are provided, and where social capital is nurtured and grows.

### Garden Objectives + Strengths, Weaknesses, Opportunities and Threats (SWOT)

After doing some research, we're convinced that the Share the Harvest Community Garden is a unique expression of capacity building in food security and community-development. Starting with the foundational goals of providing food for the homeless and a place for all backgrounds to interact, the objectives of the Garden remain diverse and pose unique challenges, and opportunities, not present in other Community Gardens.

### **Objectives for the Garden:**

- To continue to be a welcoming place for all backgrounds to participate in the development, care and harvest of the Garden.
- To cultivate connections to Indigenous groups and individuals, and provide space for land based reconnection.
- To provide both private garden beds for rent on an annual basis (also known as "allotment style") as well as public or "commons" beds in which many gardeners simultaneously tend the beds for collective benefit.
- To host and provide a place for educational workshops to the general public with an emphasis on practical gardening skills to strengthen food security capacity locally.
- To provide job training relevant to horticulture, nursery, restoration or landscaping work, especially to youth or people experiencing homelessness.
- To host and provide a place for social gatherings, particularly those involving the sharing of food.
- To continue to grow the number of partners and participants involved in the garden.
- To serve as a 'pilot' or test community garden, the lessons from which can be applied to the development and support of other community gardens, particularly within the City of Courtenay.
- To have sufficient servicing infrastructures such as shed, fence, communication signage, tools and water in order to get work done.
- To provide appropriate garden mentorship and facilitation to community groups, in particular social service partners, who's clients would benefit from gardening.
- To support people experiencing homelessness by providing access to free, nourishing food in a non judgemental space.
- To be a beautiful and safe space in the center of the city where all people are welcome.

The following table summarizes some of the core **Strengths**, **Weaknesses**, **Opportunities** and **Threats** at the Garden:

	Strengths		Weaknesses
-	Supportive City Council	-	Difficulty raising consistent funding to support
-	Support from the City's Municipal Works in		ongoing high level of coordination and
	terms of supplies and some labour for		maintenance
	infrastructure and maintenance.	-	City support is not enough to adequately fund
-	LUSH Valley brings additional funding for		the maintenance and programming in the
	coordination and supplies through grants and		garden due to both inflation and increased
	in-kind support.		time responding to conflicts between user
-	In-kind support from numerous local		groups
	businesses include: Anderton nursery (for	-	Acts of vandalism are becoming more common
	plants), Island Enterprises (for soil), CV Seed	-	Garden infrastructure is starting to deteriorate
	Savers and Growers for seeds and small		due to age (wood breakdown)
	equipment. This is valued at \$3,000 or more a	-	Uncomfortable activities taking place including
	year		overnight camping, storing personal effects,
-	Volunteer labour is valued at over \$10,650 a		consuming alcohol and drugs, and fighting.
	year (710 hours in weekly work parties at \$15		
	per hour)	-	Members of the community report feeling
-	LUSH Valley keeps a high standard of		unsafe.
	maintenance and coordination which is	_	Support from enforcement officers including
	consistent over the growing season.		bylaw and RCMP is inconsistent
-	Neighbourhood support		2,000 000
-	Many community groups and partners	-	Demand for space and food access is beyond
	participating (including: Brain Injury Society,		the capacity LUSH can provide
	VIHA Mental Health and Substance Use, John		Contain convices compart is provided and looking
	Howard Society, Immigrant Welcome Centre)	-	Social services support is needed and lacking
-	General community support		
-	Has now concluded its 12th year, which has		
	provided many lessons for informing future		
	planning		
-	Indigenous peoples' involvement in the		
	garden includes maintenance of a Medicine		
	Wheel garden, an example of active		
	reconciliation efforts		
-	Free City water available		
-	Fencing and Signage, including an information		
	kiosk has been created		
	Opportunities		Throats
	Opportunities		Threats

- Providing further facilitated horticulture therapy sessions for social service partners and clients.
- Utilizing produce from STH in other LUSH community service such as Hot Meal Program
- To become a demonstration location for innovative practices in low-tech sustainabilityoriented gardening, rainwater harvesting, composting, and recycling/repurposing of materials.
- Food security and Community Gardens are part of the City OCP.
- Installing a greenhouse for earlier/later growing and increased food access
- LUSH is interested in creating a framework for processes and structures for self-governing neighbourhood gardens. This would allow the City to expand urban green spaces with reduced administrative oversight from LUSH.

- Redevelopment (if it's private or has a traditionally implemented institutional function such as RCMP building)
- People using the Garden for unacceptable behaviour, possibly damaging the Garden's reputation, reducing participation, causing its closure or harming individuals.

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### 4. Garden Layout, On-site Amenities and Design

The garden layout has grown quite 'organically' or informally over the years for a number of reasons:

- founding philosophy of barrier-free access to land for gardening,
- most of the materials used on site have been donated,
- acceptance of experimental and low cost methods of organic gardening, and
- the garden's incremental evolution over time.

In the last 5 years we have added approximately 46 beds to the site. Approximately 50% of these beds are traditional above ground rectangular beds, while 50% have been built in ground using Hugelkulture soil building principles. Hugelkulture beds do not require the same upkeep and maintenance as raised garden beds, which eventually experience wood rot and disintegration. We are seeing a significant need for repair in both raised and accessible beds.

The garden is now fully fenced, with 4 access gates. We have signage describing the principles and rules of the garden at the main entrance. We also have an information kiosk, which we use to post

information and resources including social services available in the neighbourhood. A map can be found below, and a site view in the Appendix.

The leased area for garden purposes is approximately 1900 square metres in size, has good solar orientation and highly compacted soils from being a former junior high school site. Soil amendments have been imported to build up soil beds.

Share the Harvest Community Garden Map 2024

The property of t

Harmston Ave

### **Services and Infrastructure:**

The following section lists the current condition, improvements required and opportunities to be explored for each of the services and infrastructures on site. The difference between *improvements* required and opportunities to be explored is that of necessity. Improvements required are deemed to be critical to ensuring the success of the Garden for the 2024 growing season.

### A. Water

*Current condition:* City water from the Carpentry Shop building. This water is provided free of charge to the Garden from the City of Courtenay. One faucet is available at the northwestern corner of the building or northeastern corner of the garden, another is located at the main garden gate, and a third is located approximately 10 metres from the main gate. These faucets have proven to have good pressure, with multiple hoses splitting from each faucet. A range of hose and sprinkler heads are available for general use.

We have a rainwater harvesting system operating off of the garden shed. This allows us to collect 110 gallons of rainwater to be used for watering beds.

*Improvements required:* Both the faucet on the Carpentry Shop building and at the main entrance are often leaking, and expel a constant flow of water even when not in use. We have contacted Public Works to have the faucet heads changed, but repairs had not been done by the close of the 2023 season when water was shut off.

**Opportunities to be explored:** Installing an additional faucet in the eastern part of the garden, near the Wildflower Meadow. This would be essential to our long term goal of having the section of the garden fenced for allotment gardeners. It would also allow for higher accessibility for seniors and others with mobility challenges, as there is currently a large distance to move hoses between these eastern beds and the nearest water access.

### B. Garden beds and Paths:

**Current condition:** There are approximately 65 garden beds, including 7 which are accessible using the City of Vancouver's accessible gardening guidelines (see Appendix). The beds are of varying construction types, sizes and shapes, including a mix of raised beds in wooden boxes and ground level Hugelkulture style beds.

Most of the pathways are grass or dirt and are mowed regularly by LUSH staff and volunteers. Wood chips have been added to some pathways so that constant mowing isn't required.

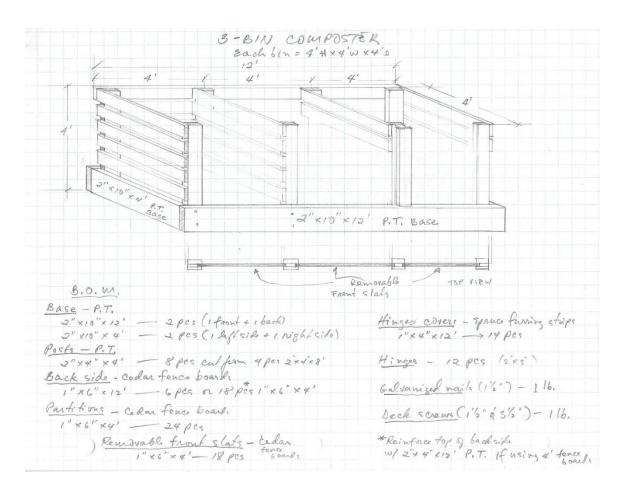
*Improvements required:* Many of the raised garden beds need on-going maintenance or reconstruction, as wood has deteriorated over time. This is an item on which Public Works in-kind support would be very valuable.

### C. Soil and Composting

*Current condition:* Given that the site was formerly home to the Courtenay Junior High, the areas that have not been cultivated have soil that is not as productive and nutritious as native healthy soils. Soil and soil amendments are required for most of the site and to date have been donated by Vancouver Island Enterprises. It is estimated that over the last 10 years 130 yards of soil and compost have been deposited at the Garden. Soil is deposited in the southwest corner of the garden, just inside the gate entrance.

Additional mulching and Hugelkulture beds have been added, which increases soil diversity and organic matter. These improvements increase the soil's ability to hold moisture and provide necessary nutrients to plants.

Composting facilities are located on site, in the southwest corner of the garden as shown on the site map. The compost bins are three-bin systems constructed of wood. There are an additional three bins for the storage of compost material prior to processing. Composting workshops and education are offered a few times a year for public education.



*Improvements required:* Soil and finish compost are estimated to be an on-going requirement for the next few years to continue expanding growing space.

**Opportunities to be explored:** The procurement of an industrial grade wood chipper would expedite the composting process, and allow us to produce a greater volume of high grade compost.

### D. Storage:

**Current condition:** A locked garden shed exists on site, with approximately 20 square feet of storage. We keep valuable garden materials like shovels, hand tools, and seeds inside the shed. The shed is in fairly good condition, though it is susceptible to vandalism and break-ins from time to time.

A locked chain-link compound also exists on the northern perimeter of the site. It is approximately 20 square metres in size, is uncovered and is used to store larger garden materials such as wheelbarrows, construction materials like lumber, stakes, and plant pots.

Ensuring that this area remains tidy, secure and safe is an on-going goal.

*Improvements required:* We would like a location where people can sit out of the elements, such as a covered picnic area. A greenhouse for seed starting would also improve the utility of the garden.

*Opportunities to be explored:* A small greenhouse for seed starting including sales. LUSH received funding from United Way to install a greenhouse in 2024.

### E. Signage and Communication Boards:

*Current condition:* With the help of the City of Courtenay Public Works, an information kiosk was installed in 2018 just outside of the garden gates. It functions to inform visitors about the garden and any upcoming events or workshops, and offers phone numbers for LUSH and community resources. A garden sign was installed in 2017 listing the Code of Conduct of the garden.

Other signs in the garden include homemade signs for individual garden beds identifying the species growing. There is a mural on the 6th St side of the garden fence.

**Opportunities to be explored:** Permanent signage highlighting the no camping and no smoking policies of the garden. These are listed on the Code of Conduct sign on the entrance of the garden, but installing additional signage in high traffic areas may improve adherence to these policies.

### F. Fencing and Gates:

**Current condition:** A perimeter fence has been fully installed with 3 gates in various locations for access to the garden. The fencing is mostly satisfactory, though one panel on the 6th St facing sign of the garden is missing. A temporary wire panel is being used, and held closed by rope. However, this panel is not secure and cannot be locked overnight or through the winter.

*Improvements required:* We are seeking City support to install a fence that would portion off allotment beds. This would allow allotment gardeners to feel that their plots are safe from being harvested or vandalised, while leaving the remainder of the garden open to diverse user groups who need space to access food.

**Opportunities to be explored:** Nightly locking and unlocking, operated by a combination of Footprints Security and LUSH.

### G. Parking, including bike parking:

*Current condition:* Gardeners park in the gravel lot adjacent to the 6th St gate. There is adequate vehicle parking for all users in this gravel lot.

*Improvements required:* A bike rack to encourage active transport to the garden. Location to be outside the garden fence near the gate on Harmston Ave.

### 5. Garden Activities and Schedule

A number of activities have taken place in the Garden, most of them quite regularly. Upcoming educational workshops can be viewed on the <u>LUSH Valley Website Events Calendar</u>. The following activities are examples of what has occurred over the past years.

### STH GARDEN - COMMUNITY VISION AND PLAN

- Weekly Wednesday work parties
- Twice annual gardener meetings
- Educational programs and workshops
- Celebratory dinners including year end wrap ups and Reconciliation events
- Impromptu use of the Garden for learning and play

### 6. Garden protocol – aka "the Rules"

Ensuring enjoyable gardening experience for all of the garden community is the primary goal of these rules and responsibilities. For this reason, observe the rules of the garden, and be a good neighbor.

- 1. The garden should be a safe place for the community, neighbours, children, and other gardeners. Do not bring anything that will compromise the safety of the garden.
- Prohibited activities in the garden include consuming alcohol or marijuana, camping.
- 3. Please be considerate of others if smoking tobacco and dispose of cigarette butts safely.
- 4. Please avoid using foul language if others are in the garden or area including neighbouring properties.
- 5. Please check the bulletin board for information concerning the garden problems, classes, information, notices. Feel free to post information you have and leave messages for other gardeners there.
- 6. Respect other people's plots by not picking from unless invited to. Ensure children in your care follow the rules as well.
- 7. If you are unable to care for your plot for a time because of illness or vacation, ask a fellow gardener or the coordinator for help with weeding and harvesting.
- 8. Keep tall plants such as corn or sunflowers at the center of your plot so they do not shade your neighbors plants.
- 9. If you use the garden's tools, please return them to the storage area when done. Contact LUSH Valley to obtain the combination lock code for the tool area.
- 10. Dogs in the garden must be on leash and picked up after.
- 11. Do not drive into or park in the garden area. Limited parking is available for drop off of materials. Please always park on the street.
- 12. Do not access the site via Grant ave. Will provide a map.
- 13. Aim to conserve water use
- 14. Dispose of compost and trash in the appropriate bins.
- 15. No pesticides are allowed please use organic gardening methods
- 16. No invasive species are permitted to be planted
- 17. Diseased and infected plants must be removed from garden and disposed of properly.
- 18. When in doubt about any of the above or if you have any other questions ask the Garden Coordinator or LUSH Valley. 250 331 0152 LUSH main office.

### 7. Different Roles and Ways to Participate in the Garden

The following section describes how the different groups of people work with each other and the larger framework of participants recognizing that a founding goal remains for the Garden to be accessible to everyone:

### A. LUSH (Let Us Share the Harvest) Valley Food Action Society

Lease holder and primary contact to the City. All administrative items and ultimate authority rests with LUSH Valley who consults with the City of Courtenay on any changes to uses within the leased area.

LUSH Valley Food Action Society hires a Share the Harvest Garden Coordinator (GC) each year to Coordinate the garden. The length of the position and number of hours may vary based on available funding. The GC works with stakeholders to manage the garden; coordinates and secures cooperation of participants and project partners and maintains continuity. Other responsibilities include:

- Garden planning, organizing, general maintenance and event planning,
- Experience working with gardens, farms or in the agricultural or horticultural sector, and be up to date on sustainable gardening methods.
- Must be excellent at problem solving and multitasking as these are an important component of the position.
- Experience working with marginalized people or a background in social work is an asset.
- Responsible for the general maintenance of the Lush Valley Demonstration and Commons Gardens including planning, planting, weeding, watering, composting, harvesting
- Responsible for general grounds keeping of the community garden including landscaping and lawn mowing
- Oversee onsite safety
- Coordinate volunteer activities in the garden
- Be a friendly point person for gardeners and community members. Answer on-site questions and concerns
- Work with Executive Director and Program Manager on upcoming garden improvement projects (ie: building garden beds etc)
- Plan regular work-parties, potlucks and workshops for gardeners and members of LUSH Valley and the community
- Communicate with gardeners and community members via email

### **B.** Allotment holders

Garden plots are assigned on a first come first serve basis with members from the previous year having the priority opportunity to renew for the upcoming year. A wait-list currently exists for garden plots. Payment of dues must be done at the beginning of the gardening year (spring). All allotment holders shall sign and abide by the Allotment Guidelines document (Plot Holders Agreement) (Appendix).

### C. Volunteers

Volunteers are the lifeblood of any community garden initiative and are encouraged and welcomed. The STH garden sees approximately 710 hours of volunteer involvement annually in weekly work parties alone. To get involved, contact LUSH Valley.

### D. Casual visitors, workshop participants, facilitated tours

Visitors are encouraged to stroll the garden at their leisure and to get involved in the many activities scheduled throughout the year. A community information kiosk is at the entrance of the garden and keeps the wider community informed.

### 8. Fund- and in-kind materials

- Each year the City of Courtenay provides LUSH Valley with \$10,000 for maintenance and programing at the garden. LUSH Valley raises an additional \$10,000 in funding support each year through grants and donations.
- The Public Works department provides \$1000 of in-kind support
- City of Courtenay provides use of the land and water

### Appendix A - Plotholders Agreement

### Share the Harvest Community Garden Gardener's Agreement 2024

The Share the Harvest Community Garden, facilitated by LUSH Valley Food Action Society, is a space where people can grow their own food, build community, learn from one another and share in the harvest.

The garden was originally established by Dawn to Dawn: Action on Homelessness Society as a healing space built by the community, for the community, where those of our city's most marginalized people would have a place to go to access fresh food and to interact with other members of the community.

In 2015 LUSH Valley took over the garden lease and now the garden is an integral part of our ever expanding Urban Agriculture program. The land on which the garden sits, is owned by the City of Courtenay and leased by LUSH Valley. In 2019 LUSH Valley entered into the first ever partnership agreement with the City which includes a 5 year lease agreement and some funding to support (in part) the Garden Coordinator. We are excited to be recognized as a partner with the City of Courtenay.

### Facilities:

This garden has a mix of both allotment and common gardens. Any community members are allowed to harvest from the communal plots.

We have a locked shed and a locked uncovered chain-link tool area located at the back of the garden for tool storage. The gate for the tool storage remains locked at all times unless gardening. The combination for the shed lock is while the combination to the fenced lockup is

Access to city water is from two water outlets with hoses long enough to reach all plots. Adjacent to the tool area, is the master water shut-off. This needs to be turned on before any of the other water outlets will work, and should be turned off when you leave the garden.

We do our best to have garden soil and compost onsite for gardener use, but as we receive these amendments by donation they are not always available. The coordinator will let gardeners know if other items become available, such as cover crop seed, straw bales, etc.

### **Everyone is Welcome:**

Community members from many different backgrounds spend time here gardening or just enjoying their surroundings and connecting with others. The garden is a place where all people can feel comfortable and are treated with respect and dignity.

As this is an urban garden without a locked fence. It is possible that personal plots may be harvested by someone who is hungry and in immediate need. Please expect that roughly 20% of your crops may get harvested.

### **Events:**

We host a variety of events such as workshops, work-parties and potlucks at the garden to unite and educate gardeners and community members who are passionate or curious about growing good food. Depending on COVID protocols these may be in person or online. Check out LUSH's Urban Ag facebook page or website for more info.

### \*\* PLEASE READ THE FOLLOWING AND SIGN BELOW\*\* Plotholders Agreement:

Garden plots are open to anyone, with priority given to social service organizations and individuals who do not have access to growing space. If you already have access to growing space, please refrain from having a private plot and instead consider working in the communal plots or other garden projects. Plotholders we welcome you! There are certain agreements listed below that plotholders agree to.

### As the caretaker LUSH will agree to:

- 1. Provide 1 load of soil/compost and 1 load of wood chips at the beginning of the growing season.
- 2. Provide and maintain essential tools for gardeners.
- 3. Liaise with city and contractors in case of needed repairs or infrastructure upgrades.
- 4. Facilitate once weekly work parties from April to November.
- 5. Facilitate regular meetings for gardeners.
- 6. Assign plots and coordinate gardener communications.

### As a Gardener, you agree to:

- 1. Agree to adhere to all current COVID Protocols. The coordinator will update you all on what these may be.
- Understand that LUSH is a food security organization focusing on some of the most marginalized populations. These populations are welcomed into the garden as participants and community members. As a gardener at STH you agree to be courteous, and considerate of all people who use this space.
- 3. Contribute 4 or more hours per month to support the communal plots. We ask that each gardener join a maintenance team to collaborate in the garden or attend work parties. If you are not able to contribute volunteer hours please let the coordinator know and they will make other arrangements (we want to welcome everyone!).
- 4. Attend at least 3 of our garden meetings and read the notes taken from each meeting.
- 5. If you are able to, you provide a donation of \$20-40 to LUSH Valley (a charitable non-profit) for use of your plot. No one is turned away for lack of funds.

- 6. Clean up after yourself. Place plant debris and garden waste in the designated areas. If you see trash or debris in the common areas of the garden please pick them up and place them in the appropriate area.
- 7. No pesticides and herbicides. We practice ecological gardening here.
- 8. No large perennials such as fruit trees are allowed in your individual plots.
- 9. This garden focuses on food security, so please prioritize plants in your garden that are edible, medicinal or pollinator friendly.
- 10. Do not harvest from others' individual plots without the plot holders permission.
- 11. No alcohol, drugs or smoking in the garden.
- 12. If your garden plot is left unattended for two weeks you will be contacted and asked to attend to your plot. Please let the coordinator know if you will be away, or require help. If your plot is not being maintained it will be offered to the next person on the waitlist. If this is the case it will be well communicated by the garden coordinator.
- 13. Plots cannot be transferred to other people. Only the coordinator has the right to reassign a plot. If you are unable to attend your garden, please let the Garden Coordinator know immediately.
- 14. Plots are not guaranteed year to year. You must contact the coordinator by April 1st of each year and fill out a gardeners agreement to ensure your plot.
- 15. We live in a climate with frequent water restrictions during the summer months. Please use water sparingly.
- 16. Make sure that water is turned off before you leave the garden.
- 17. Please ensure your garden plot is cleaned up by October 20<sup>th</sup>. If you are interested in winter gardening, contact the coordinator before this date.
- 18. While garden materials such as soil amendments and seeds may be made available, gardeners are primarily responsible for providing these items for their personal plots.
- 19. From time to time beds may need to be upgraded or moved. This may be based on requests from the City, or the need for the overall use of the space based on programming.
- 20. Please remember that this is a community garden and although you are free to do whatever you like in your private plot, the communal areas are available to all members to participate in. Decisions for all communal areas will be made during meetings and workparties and no single gardener can claim a section of the communal areas for their own use.

### **Conflict Agreement:**

Working within a diverse community can cause conflict. Conflict can be very positive, when done skillfully. As a member of the STH garden you agree to:

- 1. No aggressive, abusive, hostile language directed at anyone in the garden. i.e. swearing.
- 2. No language or behaviour that is racist, homophobic, transphobic, ageist, ableist or oppressive in any way.
- 3. Not discuss another member of the garden (i.e. gossip) when they are not there. Issues with other gardeners or events can be discussed during the meetings or brought to the attention of the coordinator.
- 4. No yelling or arguing.

### STH GARDEN – COMMUNITY VISION AND PLAN

5. No bossy gardening. There are all levels of gardeners and all different styles of working with the land. If you would like to give someone advice, please ask if they would like it first.

### Consequences:

Inability to adhere to the conflict agreement will result in immediate removal from the garden. Gardeners can re-apply the following year.

**Gardener's Signature:** 

Plot Number(s):

Date:

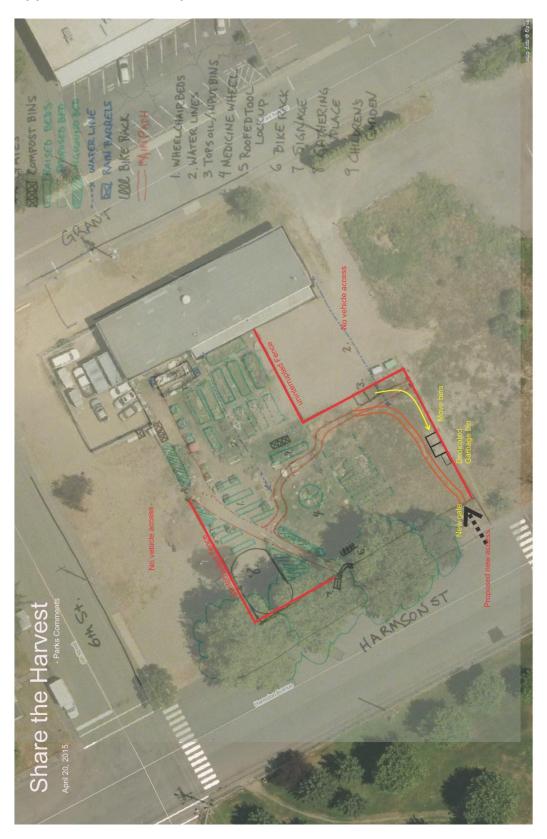
**Contact Us:** 

Email: communitygarden@lushvalley.org

Ph: 250-331-0152



### Appendix B – Site Map



# Appendix C – Accessibility Guidelines

# Background and Details Accessible Community Garden Guidelines 2011

Prepared by the Joint Subcommittee on Accessible Community Gardens City of Vancouver Persons with Disabilities Advisory Committee and Seniors Advisory Committee

PLOTS: At least 5% of plots should be accessible raised beds; 10-20% is ideal

#### Reasons:

Approximately 12% of people have a disability. However, people with disabilities have a significantly greater need for community garden plots because they have the lowest incomes in Canada, have extremely low home ownership, and are unlikely to have their own gardening space.

Seniors constitute a significant part of the population and may have difficulty bending to use in-ground garden plots.

Many persons who do not consider themselves disabled have knee, back or hip injuries or chronic health conditions which limit their ability to bend or reach an in-ground plot.

#### Dimensions of accessible raised bed plots

Width

3-4' wide, if bed can be reached from both sides; 3½' wide is ideal 1½-2' wide. if bed can only be reached from one side: 1¾' wide is ideal

#### Reasons:

Most books recommend a maximum of 2' for one-sided-beds & 4' for two sided beds, but many people (especially women) have a shorter arm reach. To accommodate everyone, ideal width is 3½' for beds reachable on two sides and 1¾' for beds reachable on only one side.

Please note: If a person has to work in a raised bed from a wheelchair, the wheels of the chair reduce the maximum arm reach (the wheels are between the bed & the person.)

Height: 2 - 3' high

#### Reasons.

Comfortable height of a person's arm varies significantly, so it may be wise to build some beds at different heights.

Some people may prefer to sit on or transfer to a stool when gardening. Bed height should be in the lower range to accommodate this option.

Some people may need to stand to garden, rather than sit. Bed height should be in the higher range to accommodate this option.

It is easier for a person to reach slightly down into a bed, than to reach up.

If a person is in a wheelchair, two factors affect arm height:

- height of the wheelchair from ground to seat (average: 19"; range: 12"-20")
- height of the person's body from seat to arm (average: 19";)

Recommendation: Build beds at different heights, between 2-3', to accommodate different needs.

Background & Details, Accessible Community Gardens Guidelines .... Page 1/5

#### Dimensions of accessible raised bed plots, continued

Surface: Minimum 4' wide accessible surface surrounding accessible raised beds

- Surface around raised beds should be accessible (wheel-able), and not a hazard for persons with canes, walkers, limited mobility etc. Acceptable surfaces include compacted crushed granite fines, compacted crushed limestone, other compacted crushed materials, concrete, pavement, bricks, pavers etc.
- Accessible surface should be a least 4' around all sides of each bed; 5' is ideal. This enables a person using a
  wheelchair to manoeuvre and work from all sides of the accessible raised bed, and to turn

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Corners: Brightly marked or painted so that people with low vision or blindness can find plots

Length: Length of raised bed does not affect accessibility, but longer beds are harder to build properly and maintain.

Shape: Any shape is accessible if the maximum width at any point is 4', and if indentations are at least 4' wide

- Any shape is accessible as long as the maximum reach across one side of the bed is no more then 2' (1½' is ideal), if indentations are at least 4' wide, and a 4-5' accessible surface surrounds every side
- Rectangular beds
  - · simple to construct
  - · less gardening space than E. S. T. U or W shaped beds.
  - · Ideal dimensions for rectangular bed: 3½' wide; 10-12' long
- Beds shaped like a "E" "S" "T", "U", or "W"
  - · more difficult to construct
  - · provide more gardening space, more efficient use of space
  - An E or W-shaped bed has two indentations if the indentations are at least 4' wide, the bed is accessible and an efficient use of space
  - $\cdot$   $\,$  An S-shaped bed, has the same gardening space as an E-shaped bed, and is interesting & attractive
  - · U or horseshoe-shaped beds are accessible, attractive, and an efficient use of space
- Tabletop beds:
  - Tabletop beds are like a tabletop on a pedestal -- there's a shallow gardening bed on the top (6-10" deep), supported by a base that does not come out to the sides, & an accessible surface <u>under</u> the table
  - This design enables a person in a wheelchair to put their legs under the table, allowing the person to
    place their body closer to the edge of the gardening bed this allows improved reach/agility
  - Tabletop beds are in use at Pearson Centre & Pandora Garden. Designs are on the City Farmer website.

PATHS: Accessible surface, at least one access path 5'+ wide or 4'+ wide with 5' turning circle; other paths 3' wide minimum

#### Accessible Path Surfaces:

- Accessible path surfaces must be smooth, level, wheel-able, with tactile guide markers
- Concrete & asphalt: most ideal surfaces
  - Safe, easy to travel on for people who use wheelchairs; people who use walkers; people who use canes; people who have limited mobility; & for people who walk but have risks of falling
  - Expensive options
  - ° Many feel are unattractive in a garden
  - ° Tactile guide markers may be imbedded along the centre of paved paths for persons who are blind or with low vision.
- Compacted crushed granite fines, compacted crushed limestone or other compacted crushed materials
  - o Less ideal to walk or wheel on than concrete
  - <sup>o</sup> Less expensive and simpler to install than concrete; more natural appearance
  - o Must be compacted to be accessible
  - ° Do not need guide markers as the surface is different from surrounding area
- Bricks, pavers etc
  - o Attractive & accessible if maintained properly
  - ° Safety may become an issue if bricks are not maintained; uneven cracks can pose safety hazard
  - $^{\circ}$  Do not need guide markers as the surface is different from surrounding area

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#### PATHS CONTINUED

#### Non-Accessible Path Surfaces

- Bark mulch
  - Not an accessible surface. Persons using manual wheelchairs cannot travel on bark mulch; bark mulch is a falling/tripping hazard for seniors, people using canes, walkers etc.
- Grass
  - ° Not an accessible surface. Slippery and a hazard when wet. Bumpy & uneven if not closely mowed.
- \_ Dirt
  - ° Not an accessible surface. Slippery and a hazard when wet.
- Grave
  - <sup>o</sup> Not an accessible surface. Uneven & unstable not wheel-able; tripping hazard for ambulatory people.

#### Path width

- At least one access path: 5'+ wide of 4'+ wide with 5' turning circle; 5'+ is ideal
- All other paths minimum 3' wide

#### Reasons:

Five foot width is the minimum width for a person in a wheelchair to turn around (wheelchairs vary in width, but scooters and larger power chairs are wide and sometimes long). 3' width is the minimum width for a person in a wheelchair to pass.

#### Tactile Guide Markers imbedded in solid concrete or asphalt paths

If path surface is solid concrete or asphalt, tactile guide marker may be imbedded along the centre of the path for persons who are blind or with low vision.

#### Curbs

Optional: this helps ensure paths do not erode; important that curbs don't create a barrier.

WATER ACCESS: Taps 2' high minimum; placed at or very near accessible raised beds; placed within 20' of each plot

- Water taps need to be high enough for a person in a wheelchair or a person who has trouble bending to reach. This means water taps must be at least 2' high, with a maximum height of 4'
- Many people with disabilities and seniors have difficulty carrying a hose and/or turning a tap. Many people who do not have a disability have difficulty carrying heavy or long hoses.
  - ° Taps should therefore be located frequently throughout the garden one tap within 20' of each plot
    - This enables every gardener to carry only one 25' hose to water a plot
  - ° Taps should also be attached to, or very close to, raised beds
    - This enables seniors and people with disabilities who require an accessible raised bed to not carry a hose
  - Orip watering systems installed on accessible raised beds, with easy turn on/off switches, provide accessible water access for seniors or people with disabilities in an affordable manner
- Taps should be brightly coloured or painted to ensure persons with limited vision or blindness can find them

SEATING: Appropriate seating should be provided in the garden for seniors and others who need to sit

Background & Details, Accessible Community Gardens Guidelines .... Page 3/5

Version: February 5, 2024

### Accessibility for Everyone

The details mentioned above sometimes focus on people who are blind or who use wheelchairs, because specific technical accommodation is needed.

However, most of these accommodations also meet the needs of people with other disabilities and seniors.

#### A few examples:

- Surfaces that are bumpy and uneven are not accessible for people using wheelchairs, but they are also difficult
  and a safety and tripping hazard for people who use walkers or canes; seniors; people with visual impairments;
  people with balance or mobility impairments etc.
- Raised beds make gardening possible for people with back problems, for people who have problems bending, etc.
   Many seniors find in-ground gardening difficult/impossible; raised beds solve this problem.
- Water access: many seniors have difficulty bending to a low tap and/or carrying a hose; the recommended
  adaptations for people with wheelchairs also solve these problems for persons who are frail and/or seniors.

## **Background and Underlying Problem**

People with disabilities have a higher need for, and are uniquely dependent on, public garden space to grow their own food, and enjoy green space.

This is because many disabled people are poor and may have chronic health conditions, which make a fresh diet important. But fresh produce is often too expensive to afford, and home gardening isn't a viable option because homeownership is severely limited for people with disabilities (due to low income and limited accessible housing).

Unfortunately, most community gardens in Vancouver exclude seniors and people with disabilities simply because they are not properly designed and have barriers. Paths between plots are too narrow for wheelchairs to pass, garden plots are in the ground or too low for persons to reach, raised beds are too low or too wide to reach, water taps are too low, path surfaces are too bumpy or sloped, toolsheds cannot be entered etc. Seniors face similar issues bending to the ground, to taps, carrying heavy hoses, etc

#### Solutions:

- · New community gardens must be accessible:
  - Establish a "building code" for community gardens that ensures that new community gardens are built in a way that is accessible for seniors and persons with disabilities
  - New gardens should submit accessible garden plans for approval before building the new garden (in the same
    way that a builder has to submit building plans which must meet safety and building code accessibility standards
    in order to be approved)
- Accessible pathways and accessible water systems/taps should be provided by the City as part of the infrastructure it
  provides to newly built community gardens

#### Reasons

#### Accessible Pathways

- Accessible pathways are an integral and crucial part of accessibility in community gardens, and all other aspects of accessibility are nullified if the paths are not accessible
- Installing accessible pathways is beyond the technical capacity of community gardeners
- City staff have the relevant expertise to install accessible pathways properly
- Cost should be less than \$500 for each new community garden

#### Accessible Water service

- Accessible water service is an integral and crucial part of accessibility in community gardens
- The City already installs water service in new community gardens on City land
- The work and cost for the City to ensure that the water system is accessible at the outset is minimal
- The work to modify an existing water system to make it accessible later on is considerable

Background & Details, Accessible Community Gardens Guidelines .... Page 4/5

Version: February 5, 2024

### References and Sources for these Guidelines

#### References

Adil, Janeen R: Accessible Gardening for People with Physical Disabilities: A Guide to Methods, Tools and Plants; Woodbine House,

1994.

Please, Peter. Able to Garden: A Practical Guide for Disabled and Elderly Gardeners, Horticultural Therapy, 1990.

Walden, Fred. A Garden for You: A Practical Guide to Tools, Equipment and Design for Older People And People with Disabilities:

Disabled Living Foundation, 1997.

Woy, Joann. <u>Accessible Gardening: Tips & Techniques for Seniors & the Disabled</u>: Stackpole Books, 1997. Yeomans, Kathleen. <u>The Able Gardener: Overcoming Barriers of Age & Physical Limitations</u>: Storey Communications, 1992.

#### Consultations with:

• Bredner, Gerry: GB Bobcat, Contractor who built Terra Nova Community Garden

- Carter, Tom: Manager of Field Operations, UBC Farm
- Kyllo, Rick:, Park Board Operations Supervisor, Area North, Vancouver
- Pottinger, Guy: Manager of Maintenance, Stanley Park, Vancouver
- Simpson, Patrick: Universal Design Consultant; Executive Director, SAFER Homes Society
- · Canadian Horticulture Therapy Association
- Community consultations with disability organizations including DIGA (Disabled Independent Gardeners Association), BC
  Coalition of Persons with Disabilities, BC Paraplegic Association, Pearson Hospital, GF Strong, etc; seniors organizations
  including COABC, Community Garden Network Project, 411 Seniors, etc; community groups including Village Vancouver,
  Friends of the UBC Farm, Strathcona Community Centre, Evergreen, etc; community gardens including Cottonwood
  Community Garden, Strathcona Community Garden, Pandora Community Garden, Farmers on 57<sup>th</sup>, etc.

These guidelines have been prepared by the Joint Subcommittee on Accessible Community Gardens, City of Vancouver Persons with Disabilities Advisory Committee and Seniors Advisory Committee, 2009/2010

Background & Details, Accessible Community Gardens Guidelines .... Page 5/5

Version: February 5, 2024



To whom it may concern,

LUSH Valley is seeking an increase in financial support from the City of Courtenay in operating the Share the Harvest Community Garden.

LUSH currently receives \$10000 per fiscal year, with \$1000 in in-kind funding provided by Public Works. We are seeking to increase that amount to \$12000 per fiscal year plus a 2% increase annually (to adjust for inflation), with \$5000 in in-kind funding. Our justification for these increased requests are outlined below.

#### 1. Increased administrative workload

LUSH has been required to dedicate an increased amount of time to conflict mitigation at STH. This includes removing encampments, doing site cleanups, time spent connecting with By-law, seeking supports for vulnerable community members, and responding to concerns from gardeners. The diverse user groups require far higher time allocated to mediation. LUSH has joined initiatives including bi-weekly Coalition to End Homelessness meetings in an attempt to join the concerted efforts for equitable treatment of vulnerable populations, who often use the garden as a resource for food and shelter.

#### 2. Peer program requires additional trainings

LUSH's mission includes providing equitable access to nourishing food. One user group of the STH garden is people experiencing homelessness, who are more likely to be food insecure. LUSH has dedicated a portion of the City funding to our Peer Program, which engages vulnerable populations in work training while providing payment and food share in return. Administering this program requires additional training to ensure the safety of these diverse user groups. LUSH has offered the following trainings, free to the community, since the inception of our Peer Program:

- Naloxone training
- First Aid training
- Anti-stigma training

#### 3. Reconciliation requires relationship building

One major success of the STH garden has been the creation of a Medicine Wheel garden, maintained by Indigenous individuals and organizations including the Indigenous Women's Sharing Society and Wachiay Friendship Centre. LUSH is actively supporting reconnection to the land by listening to Indigenous voices and creating space for land based traditional practices. These relational connections require a slow build of mutual trust and commitment.

LUSH endeavors to put Truth and Reconciliation into practice at the STH garden, and within the last 5 years has developed the Medicine Wheel garden and associated relationships to reflect this commitment.

4. Climate change affects garden management and infrastructure

The STH operates within a global environmental crisis, resulting in unpredictable weather events, higher likelihood of drought, and annual water restrictions. As a result, LUSH staff have had to alter management plans and create new systems to maintain plant health. These include restructuring the garden (species selection, slope consideration), increasing mulching levels, creating water catchment systems, purchasing and installing more effective irrigation systems, and watering within restriction limits. The planning and infrastructure requirements to adapt to climate change require additional funds.

#### 5. Higher costs of living

Between December 2022 to December 2023, the rate of inflation in BC was 3.4%. This has resulted in increased costs for all supplies and materials related to garden programming and maintenance. Many garden beds were built between 2012-2018, and are beginning to disintegrate due to age. The cost of lumber and time spent repairing beds is a significant expense in the STH budget.

Increased costs of living are also impacting members of the community, and increasing the demand for the services that community gardens provide. We are seeing an uptick in demand for growing space, affordable food, and shelter. LUSH is attempting to meet these demands within time, material, and spatial constraints. We require a higher budget to respond to the higher demand for services.

#### LUSH increasing to living wage

In 2023, LUSH brought staff wages up based on living wage guidelines. This resulted in a wage increase of \$2 per hour for most staff. LUSH is working towards becoming a living wage employer, and created a new wage structure with living wage as the lowest tier and increases according to level of responsibility and time with the organization. The garden coordinator wage currently sits at \$26.79 per hour, with an average of 12 hours per week dedicated to administration, programming, and maintenance of the STH garden.

Thus far, LUSH has covered the increased expenses of STH through grant funding. However, funding is becoming increasingly competitive, and each year LUSH is scrambling to find enough money to maintain the program. There is no continuity in grant funding amounts, resulting in a lack of security for both staffing and programming. The increased workload associated with running the garden during the housing and affordability crises have been thus far unmatched by funding increases. LUSH is requesting an increase to both funding and in-kind support to deliver the same level of programming and food access to the community.



# 2024 Business Case for Share the Harvest Community Garden as a continued partner to the City of Courtenay

Since taking on a leadership role with LUSH Valley, I come to the position with over 15 years of experience running and designing food systems and food security programming. I have worked in multiple educational/community gardens and through trial and error and working with 4 different organizations and multiple municipal councils, I have seen what works and what doesn't in community garden settings.

Having been in the Executive Director role at LUSH Valley for 7 years- working with a number of Garden Coordinators and Managers, the organization has continued to learn what works well in the Share the Harvest garden, and where there are barriers to success.

The single most important element to making sure that a community garden is well kept, welcoming and utilized is by having a consistent coordinator that has both the people skills and the garden skills to provide consistency in management, expectations and programing, and build relationships with gardeners, and the public.

At the Share the Harvest garden, we are not just offering allotment plots and access to growing food space, but providing communal garden areas, educational workshops, and mentorship to support the building of skills, the management of healthy relationships and the knowledge of ecological food growing.

LUSH Valley is committed to creating a welcoming and beautiful, urban space that provides access to the garden to anyone that wants to visit, and provides growing space and mentorship to those that might not otherwise have access to the growing space or skills. This means we have gardeners and participation from people from many different walks of life integrating and building community together.

For the last 5 years the Share the Harvest Community Garden is the City of Couretnay's only official and publicly accessible community garden. Share the Harvest, located in the heart of the downtown Courtenay and services people living in the City of Courtenay.

But you may ask: "Why does the City of Courtenay need a community garden?" The community garden provides a lot of value to the City of Courtenay residents- through a partnership with LUSH Valley the City of Courtenay can continue to support the garden as a well-being service to all residents- having several social, financial, and ecological benefits, showing a strong returns on a relatively small investment.

In the summer of 2023 myself and Carley came and presented to the Mayor and Council. With the revised OCP and the Food Systems chapter of the OCP the Share the Harvest garden is aligned with the OCP goals and the implementation of the new Food Systems Chapter. The presentation was well received by the Council.

The cost of running the garden well and efficiently each year has increased from about \$20, 000 in 2018 to about \$45,000 in 2024 due to increases in costs for materials and supplies,

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CRA #886633637RR0001



increased wages for staff as well as increased hours to properly manage and provide educational and community building opportunities. We are asking for a slight increase in support in the next 5 years to cover a fraction of the increased costs.

LUSH Valley has asked the City of Courtenay for \$12,000 towards coordination of the garden each year (towards annual supplies and Coordinators hours), as well as \$5000 of inkind support, in order to keep the infrastructure of the garden such as fencing, shed, beds, water, as well as support with security of the garden each year. Our track record has shown that we bring at least double, but often triple or quadruple the financial value to the project, bringing in additional funds to more than match the City's contribution. In addition we have asked for a 2% increase each year to go towards the increased costs. It is to be understood that LUSH Valley over the years has gone from needing to bring in revenues to match the value of the City in 2019, to now needing to bring in triple the value to properly maintain and manage the garden. The City is benefiting greatly from the additional value that LUSH brings at a 1 (City):3 (LUSH) ratio.

We have also built a number of relationships with local business's and volunteers which will bring an additional value of approximately \$15,000 in-kind to the garden each year. So with the City's 12K investment the financial return will be roughly \$63,000 each year.

Basic break-down of costs (this may fluctuate slightly year to year based on additional projects or infrastructure needs) and will be reviewed after 5 years:

In general staffing costs: \$30,000 (Coordinator, ED (supervisor), additional educational facilitators).

Materials and supplies: \$8000

In-kind value of materials and labour: \$15,000 + 5000 (City of Courtenay)= \$20000 (or

more)

Administrative costs: \$5000 (this has also increased due to grant and reporting

requirements as well as bylaw issues).

The benefits to the City of Courtenay of the Share the Harvest Community Garden:

It is important to note that in general, most municipalities across BC have one or more community gardens, particularly in urban locations- in fact it is becoming the norm. The benefits in general of community gardens have been well documented:

"They provide opportunities for both recreational gardening and food production, in underutilized spaces. Community gardens are also great for the environment. Food grown locally reduces greenhouse gasses produced by long distance transportation of food. Gardens also contribute to biodiversity of species and help to support populations of pollinators. Finally, community gardens bring people together and may reduce crime rates in the neighbourhood by increasing visibility and engaging citizens in positive initiatives"

Community gardens contribute to a healthy lifestyle by:

- providing fresh, safe, affordable herbs, fruits and vegetables
- helping to relieve stress and increase sense of wellness
- getting people active, which improves overall physical health
- providing social opportunities that build a sense of community and belonging

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CRA #88665386578R0001



• giving people an opportunity to learn and share knowledge on gardening, nature, and cooking" (Community Garden Council of Waterloo Region).

As well as the general benefits of community gardens there are some specific benefits to the City of Courtenay, and include the following:

- Beautification and utilization an urban space at the heart of downtown Courtenay
- Facilitation of therapeutic gardening sessions for people in programs where they are learning to develop skills to help cope with mental health and/or addictions (Partnership with John Howard and VIHA Mental Health and Substance Use)
- Space is used for tours and educational opportunities for school, daycares, summer camps and college students. (2018 provided tours to 50 children, as well as providing a garden bed for the 'Head Start' program).
- We are continuing to build a community of people who care deeply about the garden, and work together to ensure that the space stays maintained and safe. (We had 130 people garden, take a workshop and /or volunteer in 2018- we also created 8 new garden beds).
- Additional fresh food is grown and donated to partners providing meals to those who otherwise wouldn't have access. (Food in 2018 went to Mental Health and Substance Use, CV Transition Society and the CV Food Bank).
- First Nations and Metis gardeners are represented through our medicine wheel and workshops on traditional foods and medicines. (We had two traditional medicine and food workshops facilitated by a Metis elder in 2018 and have more planned for 2019).
- People with disabilities have access to growing food in an area designed for this purpose. (We created 3 new accessibility beds in 2018 and have plans to improve the space for those with accessibility issues in 2019).
- These types of preventative health and wellness programs have been shown to save money in the long term on emergency services and health related costs.

A cared for active garden is not a one time project but rather a living system that needs to be continually cared for. This is our garden in our community, and the return on investment has and business case has been proven year over year in the last 5 years.

With the City of Courtenay providing some base funding for the garden, it will ensure long-term stability of these community benefits and will make it easier to leverage additional funding and support. Thank-you for your partnership, we are looking forward to another 5 years!

Please contact me at maurita@lushvalley.org for further correspondence.

Sincerely,

Maril At

Maurita Prato, Executive Director

#### LICENCE OF OCCUPATION

THIS LICENCE OF OCCUPATION made this 1st day of May, 2024

BETWEEN:

THE CORPORATION OF THE CITY OF COURTENAY, a municipal corporation incorporated pursuant to the Community Charter and having an address of 830 Cliffe Avenue, Courtenay British Columbia V9N 2J7 (the "City")

AND:

**LUSH VALLEY FOOD ACTION SOCIETY (NO. S0041313.),** a society duly incorporated under the laws of the Province of British Columbia, with a mailing address of 2342B Rosewall Crescent, Courtenay, BC, V9N 8R9 (the "Licensee")

#### **GIVEN THAT:**

A. The City is the registered owner of those certain lands and Licensed Area in the City of Courtenay more particularly known and described as:

PID: 030-871-191, LOT 1, PLAN EPP84993, SECTION 61, COMOX LAND DISTRICT (the "Land");

- B. Subject to the compliance with the requirements within this License of Occupation (the "Licence"), the City has agreed that the Licensee may use and occupy a portion of the Land highlighted in blue in Schedule A for its non-exclusive use of (the "Licensed Area") for the purposes and on the terms and conditions set forth;
- C. The Society wishes to utilize a portion of the Land for the purpose of providing a Community Garden as a condition of this agreement in accordance with the Community Garden Management and Operating Grant Fee For Service Agreement dated May 1, 2024 attached as Schedule B, and the City wishes to grant to the Society a Licence for a portion of the Lands to support a Community Garden for community benefit.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the Licensed Area and covenants contained herein and sum of \$1.00 now paid by the Licensee to the City, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

#### 1. Grant of Licence of Occupation

Subject to the terms of this Licence of Occupation (the "Licence"), and in consideration of the payment of the annual Licence Fee described in Section 3, the City grants to the Licensee (and its permitted assigns and their servants, agents and invitees) the right and license to: enter onto the Land and use the Licenced Area for the purposes of managing and operating a community garden and other related activities including garden demonstrations and educational events and community food and harvest gatherings, strictly in accordance with this Licence.

#### 2. Term and Renewal

The term of this Licence (the "**Term**") shall commence on May 1, 2024 (the "**Commencement Date**"), and shall terminate on the December 31, 2028 unless terminated earlier by the City or the Licensee pursuant to Section 6 herein (the "**Term End Date**"). If at the expiration of the Term, the Licensee shall hold over with the consent of the City, the Licence shall thereafter, in the absence of written Licence to the contrary, be from month to month, at the same licence fee as set out in this Licence and shall be subject to all other terms and conditions of this Licence.

#### 3. Community Garden:

The Licensee will use the Licensed Area for the sole purpose of operating a Community Garden to the City's standards (to be established by mutual agreement between the Society and the City's Director of Recreation, Culture and Community Services or designate as summarized in the Community Garden Management and Operation Grant Fee For Service Agreement (Schedule B), it being understood that:

- (a) The Licensee will be solely responsible for the operational cost, staffing and management of the Community Garden in accordance with Schedule C;
- (b) The Licensee will have an Occupational Health and Safety Program, policies and supporting procedures that comply with the Workers' Compensation Act and Occupational Health and Safety Regulations. In addition, the Licensee will ensure all Community Garden employees, supervisors, volunteers, and managers know their responsibilities, are trained and have access to the OHS Program policies and procedures;
- (c) **No Other Purposes** The Licensee agrees that the Licensed Area must not be used for any other purposes unless the Licensee obtains the prior written approval of the City and the Licensee's use is in accordance with any applicable bylaws, policies and laws;

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- (d) **Hours of Use.** Licensee will ensure the Community Garden has established and communicated public hours of use ("**Hours of Use**"). After the hours of use, the Community Garden will be closed to the public;
- (e) **Signage** In addition to the Licence of the Facility, the Licensee will post clear and legible signs on the access points to the Licensed Areas detailing the Hours of Use and Community Garden Rules of Use provided the form, content and location of such signage complies with the City's Sign Bylaw and is approved by the City in writing in advance;
- (f) Repairs and Maintenance Throughout the Term the Licensee shall repair and maintain and keep the Improvements in the Licensed Area in a state of good repair as a prudent operator would do. The City will not be obliged to repair, maintain, replace or alter the Licensed Area during the Term or to supply any services or utilities thereto save and except for as set out in Schedule C, subject to operational budget availability. Subject to section 3(h), the Licensee hereby assumes the full and sole responsibility of the condition, operation, and management of the Licensed Areas during the Term. Should repair, maintenance, or replacement be required by the Licensee as direct result of the Community Garden, all work will be to a standard equal to the original work and material in the Improvements, and will meet the lawful requirement of all statutory authorities. Society will repair any damage, howsoever caused, including (without limitation) damage by acts of vandalism in addition to its responsibilities described in Schedule C;
- (g) Waste The Licensee will not commit, suffer, or permit any willful or voluntary waste, spoil or destruction of the Licenced Area, Improvements and Lands, and will ensure that no garbage, waste, biohazardous materials or other debris accumulates in the Licenced Areas, Facility or within 3 metres of the exterior of the perimeter fence (the "Perimeter") by ensuring that all garbage, waste, sharps, biohazardous materials or other debris are removed from the Licensed Area and the Perimeter a minimum of one time per day. The Licensee will dispose of all materials removed from the Licensed Area to the satisfaction of the City;
- (h) **Perimeter Cleanup According to Notice** Licensee will be responsible for all clean up that it is obliged to do pursuant to section 3 (g) promptly upon notice from the City. If the Licensee does not perform all cleanup promptly upon notice from the City, the City reserves the right to enter into the Licensed Area to remove all waste from the Licensed Area and the Perimeter. The Licensee will pay to the City, on demand, the City's cost of so doing plus an additional administrative fee of 15%;
- (i) **Program Participant Safety** The Licensee shall take all reasonable precautions to ensure the safety of persons or invitees of the Licensed Area during scheduled workshops or programs.

- (j) **Security**: The City and Licensee agree to the general roles and responsibilities in regards to bylaw enforcement of the Licenced Area:
  - i. The Licensee will keep the Community Garden closed to the public in the winter months between November 1s to March 31st.
  - ii. The City will support the Licensee in providing non-emergency bylaw enforcement services for the Community Garden subject to staff resource availability and City operational priorities and needs.
- (k) **Right to Inspect** The Licensee shall permit the City to enter the Licensed Area at all reasonable times to determine if the Licensee is complying with all the requirements under this Licence.

#### 4. Non-Performance

Provided, and it is expressly agreed, that if the Licensee breaches or does not perform any of its obligations or covenants set out herein, then the City may give the Licensee written notice of such breach of this Licence and if such breach is not remedied within thirty (30) days of such notice, it shall be lawful for the City, at any time, to enter upon the Licensed Area or any part thereof, and repossess the Licensed Area or any portion thereof for its sole use, anything hereinafter contained to the contrary notwithstanding.

#### 5. City May Take Action

If the Licensee fails to do any matter required of them under this Licence, the City is entitled to take all such actions on the Licensee's behalf and at the Licensee's cost as are reasonably necessary to rectify the Licensee's failure, but the City is in no circumstance liable for not taking such action or its manner of doing so, provided that the City acts reasonably. The Licensee shall pay to the City the costs the City incurs pursuant to this provision net 30 days upon receipt of an invoice.

#### **6.** Termination

This Licence does not create any interest in the Land and is exclusively for the benefit of the Licensee. The Licence may be cancelled or terminated despite any rule of law or equity to the contrary in accordance with any of the following provisions:

- a) the Licensee will be entitled to terminate the Licence for any or no reason at any time upon giving sixty (60) days written notice to the City.
- b) the City will be entitled to terminate this Licence at its sole discretion, for any or no reason and at any time upon sixty (60) days written notice to the City.
- c) the Licence will be terminated if the City gives notice to the Licensee of a breach of this Licence in accordance with Section 4 and the Licensee fails to remedy the breach within 30 days.

d) Either party terminates the Community Garden Management and Operating Grant Fee For Service Agreement (Schedule B).

All of the Licensee's obligations under this Licence that are outstanding on the date that this Licence is terminated will survive the termination of this Licence. For certainty, the Licensee's obligations to the Licence and indemnification of the City shall survive the termination of this Licence, but only in respect of events occurring before termination of this Licence.

#### 7. Powers

For the purposes of the Licence herein, the Licensee and its servants, agents and invitees shall have the right to:

- a) use the Land only for the purposes set out in Section 1;
- b) have an unobstructed access to and from the Licensed Area at any and all times; and
- c) do all other things on the Licensed Area as may be reasonably necessary, desirable and incidental to the use of the Licensed Area.

#### 8. No Other Improvements

Except for the existing as-built fencing, raised garden beds, drip irrigation system and storage shed, the Licensee will not, without the prior written consent of the City, construct, install, affix, place or store or permit the construction, installation, affixing, placing or storage of any buildings, structures, works, improvements, fencing, material or chattels or anything of any nature or kind including, without limitation, the parking or storage of vehicles on any part of the Licensed Area. Should written approval be granted, the Licensee will be responsible for the full cost of any City approved improvements including the installation, repair, maintenance and replacement.

#### 9. Risks

The Licensee accepts the Licensed Area on an as-is basis and agrees that it will use the Licensed Area at its own risk, and that the City will not be liable in respect of any loss of life, personal injury, damage to the property or loss of property suffered by the Licensee, its servants, agents or invitees arising out of this Licence or its or their use and occupation of the Licensed Area.

#### 10. **Indemnity**

The Licensee hereby indemnifies and saves harmless the City, its officers, directors, elected officials, employers and agents from and against any and all losses, claims, costs, expenses, damages and liabilities, causes of action, suits and judgements including all costs of defending or denying the same, and all costs of investigation, monitoring, remedial response, removal, restoration or permit acquisition and including all solicitor's fees and disbursements in connection therewith which at any time may be paid or incurred by or claimed against the City, its officers, directors, elected officials, employees, agents and invitees arising, directly or indirectly, out of:

- a) the use of the Land and the other uses of the Licensee under this Licence;
- b) a breach by the Licensee of any of the covenants contained in this Licence;
- c) any wrongful act or neglect of the Licensee on or about the Land;
- d) any damage to property related to the Licensee's use and occupancy of the Land; and the death of or injury to any person arising out of or in any way connected with, directly or indirectly, the Licensee's use and occupancy of the Land.

This section does not apply to liabilities, damages, costs, claims, suits or actions arising out of the gross negligence or willful misconduct of the City, its agents, servants, employees or contractors.

#### 11. Insurance

The Licensee shall obtain and keep in force throughout the existence of the Licence insurance naming the City as an additional insured and protecting the City and the Licensee (without a rights of cross-claim or subrogation against the City) against claims by any person, including any member of the public using the Licensed Area, for personal injury, death, property loss or damage, and third party liability or public liability claims arising from any accident or occurrence on the Licensed Area or other loss relating to the Licensee's use of the Licensed Area to an amount not less than Two Million (\$2,000,000) Dollars per occurrence and on terms acceptable to the City (the "Insurance Policy").

- a) The Insurance Policy shall provide that it is not terminable or alterable without the insurer providing at least 30 days written notice to the City.
- b) At the time of execution of this Licence, the Licensee shall deliver to the City a copy of the Insurance Policy or an insurance certificate or binder or note evidencing that the Licensee has obtained the Insurance Policy on the terms set out herein.
- c) At any time during the Term of the Licence the City may require the Licensee to provide evidence to it that the Insurance Policy is valid and in full effect.

#### 12. Right of Entry

The Licensee covenants and agrees with the City that the use of the Licensed Area by the Licensee shall not interfere with the other uses of the Land or adjacent property by the City. The City shall have the right to enter upon the Licensed Area to install, maintain and repair improvements or any other installations required by the City for the City's use of the Land or adjacent property.

#### 13. City's Right to Perform

If the Licensee shall fail to perform or cause to be performed one of the covenants or obligations of the Licensee contained in this Licence, on the part of the Licensee to be observed and performed, the City shall have the right (but shall not be obliged) to perform or cause the same to be performed and to do or cause to be done such things as may be necessary or incidental thereto (including without limiting the foregoing, the right to make repairs, installations and expend monies) and all payments, expenses, charges, fees, (including all legal fees on solicitor and client basis) and disbursements incurred or paid by or on behalf of the City in respect thereof shall be paid by the Licensee to the City within 30 days from receipt of the invoice.

#### 14. Distress

If and whenever the Licensee is in default of the payment of any money, including rent, whether expressly reserved by this Licence or deemed as rent, the City may without notice or any form of legal process whatsoever, enter the Licensed Area and seize, remove and sell the Licensee's goods, chattels and equipment and seize, remove, and sell any goods, chattels and equipment at any place to which the Licensee or any other person may have removed them in the same manner as if they had remained and been distrained in the Licensed Area, notwithstanding any rule of law or equity to the contrary, and the Licensee hereby waives and renounces the benefit of any present or future statute or law limiting or eliminating the City's right of distress.

#### 15. Waiver or Non-Action

Waiver by the City of any breach of any term, covenant or condition of this Licence by the Licensee must not be deemed to be a waiver of any subsequent default by the Licensee. Failure by the City to take any action in respect of any breach of any term, covenant or condition of this Licence by the Licensee must not be deemed to be a waiver of such term, covenant or condition.

#### 16. Injury

The City shall not be responsible in any way for any injury to any person or for any loss or damage to any property belonging to the Licensee or to other occupants of the Licensed Area, invitees, licensees, agents, employees, or other persons from time to time attending at the Licensed Area, including without limiting the foregoing, any loss of or damage caused by theft or breakage or failure to maintain and keep the Licensed Area, the buildings, or the Land in good repair and free from refuse, obnoxious odours, vermin or other foreign matter, defective wiring, plumbing, gas, sprinkler, stream, running or clogging of the above pipes or fixtures, or otherwise, acts, or negligence of guest, invitees, or employees or the Licensee or any other occupants of the Licensed Area, or the acts or negligence of gary of the City's or occupiers of adjacent or continuous

property or their guests, invitees, or employees, act of God, acts or negligence of any person not in the employment of the City, or for any other loss whatsoever with respect to the Licensed Area.

#### 17. Licensee's Representations and Warranties

The Licensee represents and warrants that the Licensee:

- a) is a not-for-profit society validly incorporated and in good standing under the laws of British Columbia and does not conduct its activities with a view to obtaining, and does not distribute, profit or financial gain for its members;
- b) has the power and capacity to enter into and carry out the obligations under this Licence; and
- c) has completed all necessary resolutions and other preconditions for the validity of this Licence;
- d) shall not do, suffer or permit to be done, any act or thing upon or to the said Licensed Area, which would constitute a nuisance to the occupiers of any lands or Licensed Area adjoining or in the vicinity of said Licensed Area or to the public generally.
- e) will reimburse the City for any damage or loss which occurs to the Land in connection with its use under this Licence.
- f) will apply on an annual basis for a permissive property tax exemption for its use of the Licensed Area under this Licence.

#### 18. Environmental Clauses

The Licensee will conduct its activities on the Land in compliance with all applicable enactments and permits necessary to protect the environment ("Environmental law").

The Licensee will forthwith notify the City of the occurrence of any of the following and will provide the City with copies of all relevant documentation in connection therewith:

- a) a release of a Hazardous Substance on the Land, except as is authorized under Environmental Law;
- b) the receipt by the Licensee of a notice from any governmental agency of noncompliance pursuant to any Environmental Law, including a notice of noncompliance respecting a Permit in connection with the Land.
- c) the receipt by the Licensee of a notice of a claim by a third party relating to environmental concerns in connection with the Land; or
- d) the receipt by the Licensee of information that indicates that Hazardous Substances are present in or on the Land.

The Licensee will not permit the storage, treatment or disposal of Hazardous Substances on the Land.

The Licensee will conduct such investigation, searches, testing, drilling and sampling ("Investigations") as may at any time be required by the City where any reasonable evidence exists that the Licensee's use or occupation of the Licensed Area pursuant to this Licence may be introducing or increasing the existence of any Hazardous Substances on the Licensed Area. If the Licensee does not complete the Investigation to the satisfaction of the City, the City may take any actions necessary to complete the Investigations, the cost of which actions will be borne by the Licensee.

If Hazardous Substances are present on or in the Licensed Area as a result of the Licensee's use or occupation of the Licensed Area pursuant to this Licence, the Licensee will take all necessary action, at the cost of the Licensee to remediate the Licensed Area to a level acceptable to the City and to government authorities having jurisdiction.

Prior to the termination of this Licence, the Licensee will conduct all Investigations required by the City where reasonable evidence exists that the Licensee's use or occupation of the Licensed Area pursuant to this Licence has introduced or increased the existence of any Hazardous Substance on or in the Licensed Area. The Licensee will provide the result of the Investigations to the City. Where any Hazardous Substance is found on or in the Licensed Area as a result of the Licensee's use or occupation of the Licensed Area pursuant to this Licence, the Licensee will take all necessary action, at the cost of the Licensee, to remediate the Licensed Area to a level acceptable to the City and to government authorities having jurisdiction.

#### 19. Compliance with Laws

The Licensee will at all times during the term of this Licence use the Licensed Area in compliance with all enactments and orders of any authority having jurisdiction and, without limiting the generality of the foregoing, all federal, provincial, or local government relating to environmental matters, including all the rules, regulations, policies, guidelines, criteria or the like made under or pursuant to any such laws.

This Licence shall be construed by the laws of the Province of British Columbia.

#### 20. No Effect on Laws or Powers

Nothing contained or implied herein prejudices or affects the City's rights and powers in the exercise of its functions pursuant to the *Community Charter* (British Columbia) or its rights and powers under any enactment to the extent the same are applicable to the Licensed Area, all of which may be fully and effectively exercised in relation to the Licensed Area as if this Licence had not been fully executed and delivered.

#### 21. General

- a) This Licence will ensure to the benefit of and be binding upon the Licensee and its successors, administrators and approved assigns and upon the City and its successors, administrators and assigns.
- b) Every reference to each party is deemed to include the heirs, executors, administrators, corporate successors, servants, employees, agents, contractors, officers, licensees and invitees of such party, wherever the context so requires or permits.
- c) Wherever the singular or masculine or neuter is used in this Licence, the same shall be construed as meaning the plural, the feminine or body corporate where the context or the parties thereto so require.
- d) This Licence constitutes the entire Licence between the parties and no understanding or Licence, oral or otherwise, exists between the parties with respect to the subject matter of this Licence except as expressly set out in this Licence, and this Licence may not be modified except by subsequent Licence in writing between the parties.
- e) Time is of the essence of this Licence.
- f) The section headings have been inserted for reference only and do not define, limit, alter or enlarge the meaning of any provision of this Licence.
- g) If any section, subsection, sentence, clause or phrase in this Licence is for any reason held to be invalid by the decision of a court of competent jurisdiction, the invalid portion is to be severed and the decision that it is invalid does not affect the validity of the remainder of this Licence, the parties hereby agreeing that they would have entered into the Licence without the severed portion.
- h) The parties hereto shall execute and do all such further deeds, acts, things and assurances that may be reasonably required to carry out the intent of this Licence.
- i) This Licence shall be governed by and construed in accordance with the laws of the Province of British Columbia.
- j) This Licence may be executed in counterpart and delivered by electronic mail.

IN WITNESS WHEREOF the parties have executed this Licence as of the date first above written.

THE CORPORATION OF THE CITY OF COURTENAY, by its authorized signatories:	) ) )
Corporate Officer	)
LUSH VALLEY FOOD ACTION SOCIETY	)
by its authorized signatories:	)
Maurita Prato, Executive Director	)
Name	)

### **SCHEDULE A**

# THE LICENSED AREA (outlined area shaded in blue)



# **SCHEDULE B**

**Community Garden Management Grant Fee for Service Agreement** 

# SCHEDULE C OPERATION & MAINTENANCE COST RESPONSIBILITY

		I	1
	ITEM	CITY	LICENSEE
1	Water utility cost, water supply and water supply plumbing fixtures.	100%	Irrigation – 100%
2	Garbage removal from Licensed Area		100%
3	Garbage and recycling dumpster rental and tipping fees (April to October)	100%	
4	Community Garden Infrastructure Improvements, installation, repair, maintenance, and replacement – E.G. allotment garden fencing, replacing deteriorating garden boxes, or accessibility improvements.		100%
5	Community Garden Supplies and equipment		100%
6	Licenced Area and Perimeter waste cleanup for any biohazardous waste, disposed and abandoned materials.		100%
7	Perimeter Fencing and Gates Repair and Maintenance	100%	
8	Gate Locks		100%
9	Community Garden staffing, volunteer management, safety training, participant safety and safety policies.		100%

# COMMUNITY GARDEN MANAGEMENT AND OPERATING GRANT FEE FOR SERVICE AGREEMENT

THIS AGREEMENT dated for reference May 1, 2024.

#### 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, BC, V9N 2J7

(the "City")

#### AND:

**LUSH VALLEY FOOD ACTION SOCIETY** (**NO. S0041313.**), a society duly registered in accordance with the laws of British Columbia, having its mailing address at 2342B Rosewall Crescent, Courtenay, BC, V9N 8R9

(the "Society")

#### WHEREAS:

- A. It is the goal of the Society to manage and operate the Community Garden (the "Community Garden"), located at 721 Grant Avenue, Courtenay, BC;
- B. It is the City's objective to invest in key relationships and continue to engage and partner with service organizations to meet the City's strategic objectives:
  - (a) Identify roles for the City in the delivery of food security/social infrastructure as outlined in the Official Community Plan, 2022.
  - (b) Develop a policy for community gardens and other small food production spaces, identify community partners to support community garden projects.
  - (c) Consider effective ways to engage with and partner for health, safety and well-being of the community;
  - (d) Identify the City's role in encouraging and integrating opportunities for sustainable urban agriculture (including community gardens, small plot farming, edible landscaping, greenhouses, and gardening to support pollinators and foraging) on municipal lands, boulevards, park spaces and vacant lands, including temporary accessory retail sales;
  - (e) Develop a program for community gardens and other small scale food production spaces such as orchards or beehives across the City, prioritizing areas of higher

- residential density and areas home to equity-priority groups. Engage land holders who may have space to provide such uses, including on a short- to mid-term basis before land is developed; and
- (f) Support educational programming on urban agriculture, traditional Indigenous foods practices, environmental stewardship, and food security.
- C. The City and the Society wish to enter into this Agreement for the Society to manage and operate a Community Garden for community benefit; and
- D. The City and the Society acknowledge that the Society will partner with other organizations to undertake fundraising for its activities, operations and special projects to meet the Society's mandate, and the Society acknowledges that the City's grant is subject to the Society providing core deliverables as outlined in Schedule A of this Agreement.

NOW THEREFORE in consideration of mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

#### 1. TERM

1.1 This Agreement shall commence on the 1st day of May, 2024 and expires the 31th day of December, 2028 unless terminated or extended as herein provided (the "**Term**").

#### 2. SERVICE AGREEMENT

- 2.1 During the Term, the Society shall, subject to the conditions herein set forth, plan, deliver, supervise, operate and manage the Community Garden and provide the core deliverables listed in Schedule A.
- 2.2 Over the term of the Agreement the parties will consider whether any additional core deliverables will be delivered under Schedule A.

#### 3. REPORTING

- 3.1 By March 31st of each year of this Agreement, the Society will provide the City with annual reporting including a financial plan for the upcoming fiscal year in a form acceptable to the City (the "**Financial Plan**") covering each of the areas outlined in Schedule A for the next fiscal year.
- 3.2 By March 31st of each year of this Agreement, the Society will also present to Council a summary outlining the following information:
  - (a) Provide an annual five (5) page high level summary report. Include goals for the year, implementation activities to achieve those goals, and impact.

- (b) summary of the programs, workshops and inititives held during the most recent fiscal year and estimated volumes of foods produced.
- (c) total number of volunteer hours delivered.
- (d) Supporting data at the end of each year that summarizes how the Society achieved it's deliverables and goals for the year including alignment with the City's strategic priorities as identified in Section B of this agreement.

#### (e) Qualitative:

- i. 2-3 Quotes from participants working or learning in the garden quotes that illuminate the impact of the garden
- ii. 2-3 quotes from garden educators or staff illuminating the impact of the garden
- iii. 2-3 photos of participants to accompany the quotes. If faces are showing in the photos they must be submitted with a consent form approved by the City, that permits the City to share the photo in a variety of mediums including, but not limited to, annual reports, promotional materials, distributed via website, social media site, and other promotional platforms.

#### (f) Metrics

- i. List of educational and promotional events, programs, exhibits.
- ii. Total number of participants in the garden and at each events, programs, exhibits (in person or on-line). Average weekly number of participants in the garden.
- iii. Engagement/Partnerships, list of community organizations engaged with/supporting the garden.

#### (g) Other

- i. Copies of any resources developed in the garden.
- ii. Include City logo on signage and all garden promotional materials.
- iii. Participate as a key interest holder in the development of a community garden policy and other food system planning initiatives.

#### 4. GRANTING OF FUNDS

- 4.1 The City will grant to the Society:
  - (a) a management and operating grant fee in return for completing the deliverables identified in Schedule A, to be paid according to the invoice schedule contained in Schedule B. The management and operating grant fee amount shall be subject to annual budget approval by City Council and may be considered for amendment subject to City Council approval;
  - (b) One time financial grant for \$5,500 for community garden infrastructure, subject to the Society meeting grant requirements as determined by the City including a written report on how they propose to spend the funds. The Society will be responsible for the installation, repair, maintenance and future replacement of any community garden infrastructure funded through this one time financial grant.
  - (c) an in-kind contribution:
    - i. will be up to a maximum of \$1,000 per year between 2024 to 2028 towards:
      - a. Perimetre fencing and gate repairs, water utility costs, water supply and water plumbing fixtures repair and maintenance; and
      - b. Monthly garbage and recycling dumpster rental tipping fees between the months of April 1st to October 31st.
    - ii. subject to amendment and annual budget approval by City Council;
- 4.2 The grant shall be paid by the City within forty-five (45) days of receipt of invoice from the Society, which invoices shall be submitted and paid separately due to BC Gaming Fund requirements according to the dates listed in the invoice schedule contained in Schedule B and subject to available BC Gaming Funding and City Council's approval.
- 4.3 All operational revenue obtained from the management and operation of the Community Garden will become the property of the Society. The Society covenants and agrees that all grant funds received by the Society from the City must be used exclusively towards the Commity Garden.
- 4.4 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 Community Garden operations and reserves. The Society must not incur a deficit in excess of accumulated surpluses.
- 4.5 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.

#### 5. SOCIETY'S RESPONSIBILITY

- 5.1 The Society shall 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 the Community Garden.
- 5.2 The Society may collaborate with the City in community garden capital improvement projects which activities may include:
  - (a) the participation in project scope development;
  - (b) assist in grant writing proposals; and
  - (c) provide financial contributions to capital projects provided such projects are for the purpose directly related to the Society's core deliverables identified in Schedule A.
- 5.3 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 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 will prepare and deliver to the City a reviewed statement of expense and income including other secured funding with respect to all revenues from and expenses for its activities including the use and operation of the Licensed Area as well as a 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 for consideration no later than October 1st of each year for the most recent fiscal year;
  - (f) the Society shall conduct each program and activity in an effective, efficient, safe and professional manner at all times; and

(g) whenever appropriate, the Society shall publicly recognize the City of Courtenay as a major government funder for its contribution to the Society.

#### 6. INSURANCE

- 6.1 The Society will obtain and keep in force throughout the existence of this Agreement comprehensive general liability insurance to protect and indemnify itself and the City against claims for bodily injury, death, property damage, property loss, economic loss, and broad form products and other loss or damage occurring with respect to third party liability claims arising from the provision of the agreed service in an amount not less than five million dollars (\$2,000,000.00) per claim and aggregate per year, with a cross liability clause and including the City as an additional named insured.
- 6.2 The insurance policies must list any major exclusions.
- 6.3 The Society will cause any insurance policy obtained by it pursuant to this Agreement to contain a waiver of subrogation clause in favour of the City.
- 6.4 The Society agrees to be responsible for any deductible amounts under the policies.

#### 7. INDEMNIFICATION

7.1 The Society agrees to indemnify, defend and hold harmless the City, its agents, servants, employees, trustees, officers and representatives from any liability, loss or damage which the City may suffer as a result of any claims, demands, costs, actions, causes of actions, or judgments, including legal fees, asserted against or incurred by the City arising out of, during, or as a result of the provision of services outlined in this Agreement except such liability, loss, or damage which is the result of, or arising out of, the sole negligence of the City. The indemnities contained in this Agreement will survive the expiration or earlier termination of the Term.

#### 8. NOTICE

8.1 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, Culture, and Community Services 830 Cliffe Avenue Courtenay, BC V9N 2J7

LUSH VALLEY FOOD ACTION SOCIETY ATTN: Executive Director at 2342B Rosewall Crescent, Courtenay, BC, V9N 8R9 Either party may change its address for notice by providing notice to the other in accordance with this Agreement.

#### 9. TERMINATION

- 9.1 This Agreement may be terminated under the following circumstances:
  - in the event that the Society fails to honour any of the provisions, covenants or warranties of the Agreement 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 an Art Gallery 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 the Financial Plan being provided by the Society; and
  - (e) either party may terminate this Agreement at any time by giving the other party 60 (2) months advance notice of its intention to terminate, such notice to be given in writing on the last day of any month.

#### 10. GENERAL TERMS

- 10.1 This Agreement will enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors and permitted assigns.
- 10.2 Except as specifically provided, nothing in this Agreement affects the rights and powers of the City in the exercise of its functions, rights, power or authority under any enactments, which may be fully and effectively exercised as if this Agreement had not been made.
- 10.3 Each party will execute, or cause to be executed, such further and other documents and instruments, and do, or cause to be done, such further and other things as they are authorized to do and as may be necessary to implement and carry out the intent of this Agreement.
- 10.4 This Agreement contains the entire agreement between the parties and supersedes all prior

- written and oral communication with respect to the subject matter of this Agreement.
- 10.5 This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia, or, to the extent that matters of paramount federal jurisdiction are involved, the laws of Canada.
- 10.6 This Agreement may not be assigned by the Society without the consent of the City.
- 10.7 No amendment or variation of the terms, conditions, warranties, covenants, agreements or undertakings set out in this Agreement will be of any force or effect unless the same is reduced to writing, and duly executed by each party.
- 10.8 No consent or waiver, express or implied, by any part of any breach or default by another under this Agreement will:
  - (a) be valid unless it is in writing and stated to be a consent or waiver pursuant to this section:
  - (b) be relied on as a consent to or waiver of any other breach or default of the same or any other nature;
  - (c) constitute a general waiver under this Agreement; or
  - (d) eliminate or modify the need for a specific consent or waiver under this section in any other or subsequent instance.
- 10.9 Time is of the essence in the performance of each obligation under this Agreement.
- 10.10 Each provision of this Agreement is intended to be severable, and the unenforceability or invalidity of any particular provision under any applicable law will not affect the validity of any other provision, except that if, on the reasonable construction of this Agreement as a whole, the other provision is expressly stated, or is by reasonable implication intended by the parties, to be dependent on the validity and enforceability of the particular provision, the other provision will be deemed also to be invalid or unenforceable.
- 10.11 This Agreement may be executed in separate counterparts, each of which when so executed shall be deemed an original, but all such counterparts shall together constitute one and the same document. This Agreement may be executed and transmitted by electronic means and if so executed and transmitted this Agreement will be for all purposes as effective as if the parties had delivered an executed original Agreement.

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

THE CORPORATION OF THE			
CITY OF COURTENAY,	)		
by its authorized signatories:	)		
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G O.CC	)		
Corporate Officer	)		
LUSH VALLEY FOOD ACTION			
SOCIETY,			
by its authorized signatories:	)		
	)		
	, )		
Maurita Prato, Executive Director	)		
Widulita Frato, Executive Director	)		
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# SCHEDULE A SERVICES AND DELIVERABLES

# **Share the Harvest Community Garden Plan**

SHCG 2024 Vision and Plan\_Redacted.pdf

# SCHEDULE B INVOICE SCHEDULE

Date of Invoice	Date of Invoice	Grant Fee (BC Gaming Funded)*
May 1 <sup>st</sup> , 2024	May 1st	\$12,000
April 1 <sup>st</sup> , 2025	April 1st	\$12,000
April 1 <sup>st</sup> , 2026	April 1st	\$13,000
April 1 <sup>st</sup> , 2027	April 1st	\$13,000
April 1 <sup>st</sup> , 2028	April 1st	\$13,000
	TOTAL	\$63,000



VIA EMAIL

Ref: 66489

April 8, 2024

Their Worship Bob Wells Mayor of the City of Courtenay Email: bwells@courtenay.ca

Dear Mayor Bob Wells:

On April 5, 2024, I introduced new legislation, Bill 16, intended to support local governments in their efforts to build more affordable and liveable communities. The proposed legislation strengthens the shift towards pro-active zoning by providing local governments with new authorities to secure affordable housing units and site-level infrastructure in new developments and to enable municipalities to adopt bylaws to help tenants facing eviction from redevelopment.

These changes are part of the broader set of local government changes that started in fall 2023 with Bills 44, 46 and 47 to help get more housing built faster while enabling updated and new tools to effectively fund the costs of infrastructure and amenities to support increased housing supply and growth. Those changes will result in fewer site-by-site rezonings, which many local governments currently rely on to secure key outcomes such as affordable housing, tenant protections, and site-level infrastructure. If passed, Bill 16 will provide authorities to local governments to secure these outcomes within a pro-active zoning framework.

Bill 16 will establish a new **Inclusionary Zoning** tool that allows local governments to require affordable housing in new development without relying on the rezoning process and to accept cash-in-lieu of affordable housing or affordable units on a different site by agreement. Local governments will need to undertake a financial feasibility analysis and consultation when developing Inclusionary Zoning bylaws to ensure that enough density is provided to offset the costs of providing affordable housing. They will also need to report annually on the outcomes of Inclusionary Zoning bylaws for transparency and to support provincial monitoring of implementation.

.../2

The **Density Bonus** tool will be updated to clarify how it is used and to help ensure it works effectively with Inclusionary Zoning. Financial feasibility analysis and consultation will now be required to ensure that Density Bonus provisions are achievable and calibrated to local conditions. The proposed legislation clarifies that local governments can accept cash-in-lieu of affordable units and/or units on a different site. It also clarifies use of Density Bonus authorities in Transit-Oriented Areas (TOAs).

By mid-2025 (or a later date prescribed by regulation) local governments will be required to update all existing density bonus bylaws to comply with the new legislation, and density bonus authorities will only be able to be used above the minimum allowable densities in TOAs.

Bill 16 will also provide municipalities with the authority to develop **Tenant Protection Bylaws** that are implemented at the development permit stage.

Municipalities will be able to withhold development permits until owners meet the conditions of the tenant protection bylaws. In addition, municipalities will be able to request information about the effect of proposed redevelopments on tenants, which will give municipalities more data to design tenant protection bylaws.

Lastly, Bill 16 proposes new authorities for local governments to secure site-level infrastructure to service new development without relying on the rezoning process. These changes will give local governments clearer authority to require **works and services** for infill developments (i.e. at the building permit stage). As well, the legislation provides local governments with an expanded list of works and services they can require, including, for example, benches, street lamps, parklets, and sustainable design features like rain gardens. Local governments will also be able to require developments provide land adjacent to developments for new or upgraded roads without subdivision to support alternative transportation, accessibility and safety (such as wider sidewalks, bike lanes, and street trees). The legislation also gives local governments a new authority to define and require **Transportation Demand Management** measures within new developments, which can include, for example, charging stations or secure bicycle parking facilities.

Their Worship Bob Wells Page 3

If Bill 16 is passed, local governments can use the capacity funding distributed in January to adopt these new tools.

The Province will continue to engage and collaborate with local governments to support implementation of the new legislative tools and requirements. Later this year, we will provide guidance for adoption of the new authorities: Inclusionary Zoning and Density Bonus, Works and Services and Transportation Demand Management, and Tenant Protection Bylaws. In the coming months, we will also be providing further guidance to support the implementation of the fall 2023 legislation, including guidance on the Interim Housing Needs Reports and comprehensive guidance on the development finance tools.

I appreciate all the work being undertaken to transition to a pro-active zoning planning framework and to help get more homes built for British Columbians.

Sincerely,

Ravi Kahlon

Minister of housing

pc:

The Honourable Anne Kang, Minister of Municipal Affairs

Teri Collins, Deputy Minister, Ministry of Housing

Okenge Yuma Morisho, Deputy Minister, Ministry of Municipal Affairs

Bindi Sawchuk, Assistant Deputy Minister, Ministry of Housing

Tara Faganello, Assistant Deputy Minister, Ministry of Municipal Affairs

Geoff Garbutt, City Manager/CAO (ggarbutt@courtenay.ca)

Links:

Local Government Housing Initiatives Webpage: <u>Local government housing initiatives -</u> Province of British Columbia

Bill 16 Announcement: <a href="https://news.gov.bc.ca/releases/2024HOUS0049-000471">https://news.gov.bc.ca/releases/2024HOUS0049-000471</a>



3330 Comox Rd., Courtenay BC, V9N 3P8 | Ph: 250.339.4545 | F: 250.339.7053 | E: reception@komoks.ca

April 16th, 2024

Mayor Bob Wells City of Courtenay 830 Cliffe Ave, Courtenay, B.C. V9N 2J7

## Request for Support and Partnership: Community celebration of National Indigenous People's Day

Dear Mayor Bob Wells,

On Friday June 21<sup>st</sup>, K'ómoks First Nation will be presenting National Indigenous People's Day celebrations at the Comox Valley Exhibition Grounds. This event provides an opportunity to celebrate and honour all Indigenous communities, recognizing our strength, sharing cultural knowledge and diversity, and celebrating our resilience.

Thank you for your support for our event in 2023. We are excited be hosting this year's celebration at the Exhibition Grounds with welcoming the community for workshops and knowledge sharing, food and craft vendors, environmental walks at the Tsolum River, cultural presentations and live music from local and visiting indigenous performers.

K'ómoks First Nation is providing significant contributions for this event, and we are honoured by the collaboration already under way with other local governments, and community and cultural organizations.

To make this event a success we are requesting \$25,000 in financial support from the City of Courtenay as well as in kind support for transportation and parking management plans, signage and traffic control for the event. We would like to have this being a standing request for future years and look forward to this being an ongoing collaboration. We would also welcome City of Courtenay staff to participate as volunteers for the event.

Please let us know as soon as possible if we can confirm your support for this important community event, by responding to Tina McLean, Chief Administrative Officer <a href="mailto:tina.mclean@komoks.ca">tina.mclean@komoks.ca</a> or by calling 339-4545 ext. 114

This event is only possible through collaboration with, and support from, our community partners. We hope to work with you to celebrate National Indigenous People's Day in the years ahead, to strengthen community connections, promote cross cultural awareness and understanding, and move forward together.

With thanks,

Ken Price

Elected Chief Councillor

K'ómoks First Nation

To:CouncilFile No.: 5460-07From:Director of Operational ServicesDate: April 24, 2024

Subject: Speed Display Devices - 2024 Deployment Schedule

#### **ISSUE:**

This briefing note provides an overview and deployment schedule for the City's speed display devices in 2024.

#### **BACKGROUND:**

Speed display devices (SDDs) are electronic devices that use radar to detect the speed of an approaching vehicle and display the speed on an LED message display. The intent of an SDD is to reduce the incidence of speeding by making drivers aware of their actual speed related to the posted speed limit.

Primarily funded through grant share agreements with ICBC's Road Improvement Program, the City owns and manages six (6) portable solar-powered pole-mounted SDDs and one (1) portable trailer-mounted SDD.

At the inception of the City's SDD program, the devices were intended to remind motorists of the reduced speed limit in school zones. This is because SDDs have shown a sustained and statistically significant reduction in average speeds in school zones, ranging between 5 and 14 km/hr<sup>1</sup>.

SDDs also collect speed and volume data throughout the City's transportation network. This data is then used to study other traffic safety concerns, such as excessive 85<sup>th</sup> percentile speeds, neighbourhood safety concerns, traffic safety issues, and posted speed compliance issues in playground and construction zones.

### **DISCUSSION:**

Courtenay residents have consistently identified motor vehicle speeds on residential streets as an ongoing safety issue that needs to be addressed. As areas of concern are brought forward through Council or via public inquiries, staff review the location, conduct a radar speed study, and use the traffic speed and volume data to ascertain if there are traffic safety issues.

Operational Services' portable mounting approach with SDDs allows for exposure at numerous locations throughout the City. The 2024 SDD placements are not intended to be permanent installations and will be removed after two (2) to four (4) weeks. The current deployment schedule for the City's SDDs in 2024 is provided in Table 1 below.

Following the deployment of SDDs in the field, staff review the recorded road use data, including traffic speeds and volumes, to identify trends such as accident hot spots and support the planning, monitoring, and assessment of effective interventions to improve road safety.

As mandated at the commencement of the program, SDDs must be installed in school zones. This occurs at the start of the school year in September and the weeks immediately following spring break. These two times of year are fixed dates for the program as they are the most dangerous times for pedestrians, with more

<sup>&</sup>lt;sup>1</sup> "Module 2: Safe Roadway Designs to Protect All Road Users." *B.C. Community Road Safety Toolkit,* www2.gov.bc.ca/assets/gov/driving-and-transportation/driving/consequences/vision-zero/resource-kit-community-road-safety-toolkit-module2.pdf

incidents occurring in these timeframes than any other. At the end of the 2023 program, staff provided Council with an evaluation and a high-level summary of the recommended strategies for the continuation of the program into 2024. In addition to speed data, collision (5-year average) and traffic volumes were reviewed for each road segment to establish an effective review methodology for the program and to determine if each particular road segment is recommended to continue in the annual program.

Locations with conforming categories were removed from the speed reader program; this included the 500 block of 3<sup>rd</sup> Street. The remaining locations in Table 1 were brought forward from the 2023 program and will serve as the foundation of the 2024 program. Additional or new locations will be added to the program as public interest rises.

Again, baseline data is foundational in reviewing traffic calming requests now and in the future and will aid in delivering the impending traffic calming policy. The draft traffic calming policy is in the final stages of its development and staff anticipate the report to be ready for Councils review in May of 2024.

Table 1: Radar Speed Display Device Schedule 2024

Location	Timing
1st Street at Puntledge Park	January
1st Street at Keenland Avenue	January
Embleton Crescent at Malcolm Morrison Sr. Park	January
Crown Isle (40 km/hr project)	March
Idiens Way (40 km/hr project)	March
Royal Vista Way (40 km/hr project)	March
Queenesh Elementary School	April
Valley View Elementary School	April
Arden Elementary School	April
Courtenay Elementary School	April
Lake Trail Road & Lake Trail Community School	April
1st Street at Puntledge Park	May
Dingwall Rd at Northland Plc	May
Dingwall Rd at McQuillan Road	May
20th Street at Lambert Drive	May
Back Road at Marsland Place	May

Back Rd between 6th St E and 10th St E	May
Cousins Avenue at 22 <sup>nd</sup> Street	June
26 <sup>th</sup> Street near Piercy Avenue	June
South End of Lerwick Road	June
McDonald Road @ Sheraton Avenue	June
Mansfield Drive @ Sky Park Playground	June
Back Road at Marsland Place	July
Back Rd between 6th St E and 10th St E	July
1st Street at Puntledge Park	July
1st Street at Keenland Avenue	July
Crown Isle (40 km/hr project)	July
Royal Vista Way (40 km/hr project)	July
Island Highway North (Dingwall Road and Muir Road)	August
Muir Road at Sandwick Park	August
Dingwall Road @ Northland Place	August
1700 Block McLauchlin Drive	August
Back Road between 6th and 10th St East	August
Hobson Avenue	August
Queenesh Elementary School	September
Valley View Elementary School	September
Arden Elementary School	September
Courtenay Elementary School	September
Lake Trail Road & Lake Trail Community School	September

Prepared by: Rod Armstrong, Acting Manager of Transportation Service

Reviewed by: Kyle Shaw, Director of Operational Services

**To:** Council **File No.:** 5400-13

From: Director of Operational Services Date: April 24, 2024

Subject: 40km Speed Reduction Program - 2024 Implementation Plan

#### **ISSUE:**

The purpose of this briefing note is to update Council on the 2024 Implementation Plan for the 40km Speed Limit Reduction Program.

#### **BACKGROUND:**

Reducing speed limits provides many benefits, including reducing vehicle operating speeds, improving road safety, and improving neighbourhood liveability. Reduced speed limits can have safety benefits in terms of fewer collisions and less severe collisions which in turn improves comfort for those traveling on foot, bike, or with mobility aids.

Currently the B.C. Motor Vehicle Act (MVA) sets a default speed limit of 50 km/h on municipal streets when a different speed limit has not been posted by signs. In order to ensure equability of the program, Council resolved to introduce and 40km/hr speed reduction across all residential roads, with the exclusion of all roads classified as either arterial, commercial-industrial/commercial, or local industrial/commercial or designated truck routes. Further, staff were directed to prioritize school adjacent areas.

#### **KEY CONSIDERATIONS:**

Municipalities have the authority to regulate the use and enforcement of traffic on roads through Bylaw under the context of the "parent" provincial legislation, primarily the MVA. Reducing speed limits below those set by the MVA can be achieved under the City's current authority anywhere within its boundaries through the use of signage on each individual street provided that signage is posted on every block. This requirement would necessitate the installation of an abundance of new signs throughout the defined area.

Additionally, any municipality wishing to permanently amend the default speed from 50km/hr to 40km/hr, it must clearly identify such road segments within its own Traffic Regulation Bylaw. This can be accomplished in several ways, including the addition of the provision of 40km/hr speeds and a map of the imposed locations. In light of these requirements, staff will be bringing forth a recommended bylaw amendment to the City's Traffic Regulation Bylaw for the introduction of permanent speed reductions on all local road segments. This impending amendment will not negate the City's requirement on signage installation, however, it will ensure the future enforceability of the 40km/hr speed outside of any trial or pilot program.

Staff have communicated with the local RCMP detachment on the City's intent to introduce a reduced speed limit, and they are actively aware of this project.

#### **NEXT STEPS:**

Given the positive feedback and satisfaction with the impacts from this one-year pilot study, staff have developed a preliminary roll out plan for a broader speed reduction initiative. The transition of speed reductions from 50km/h to 40km/h are proposed to only be applied to residential neighbourhoods, with new signs and posted speed limits within each neighbourhood. **Attachment 1** highlights the multi-year transition plan by area.

The cost and count of signs required to implement the program are summarized in the **Table 1.** The summary provided for each school area are not mutually exclusive as several of the school areas overlap when applying a 500m radius for estimating costs. Therefore it is estimated that the funding allocation of \$75,000, as contained in the 2024 Financial Capital Plan, will suffice for the 2024 implementation period.

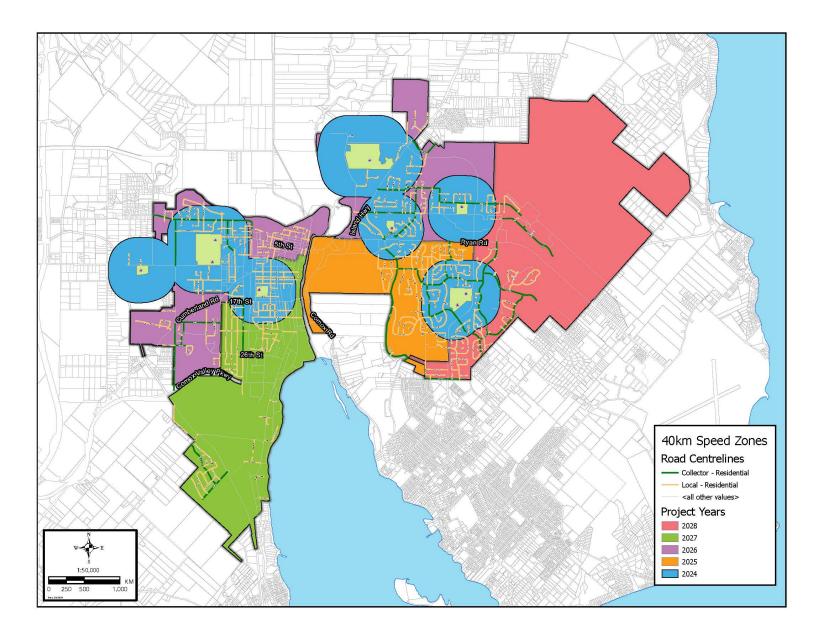
Table 1: Speed Reduction Program Implementation by School Area

Area	Sign Count	Install Costs	
Arden Elementary School (500m radius)	13	\$	3,744
Courtenay Elementary School (500m radius)	138	\$	39,744
Glacier View Secondary School (500m radius)	66	\$	19,152
Lake Trail Community School (50km radius)	87	\$	25,056
Mark R. Isfeld Secondary School (500m radius)	78	\$	22,608
Ecole Puntledge Park Elementary School (500m radius)	70	\$	20,304
Queneesh Elementary School (500m radius)	37	\$	10,800
Valley View Elementary School (500m radius)	82	\$	23,616
Vanier Secondary School (500m radius)	17	\$	4,896
All School Areas (500m radius)	588	\$	96,480

The 5-year Implementation Plan for the new 40km/hr Speed Reduction Program is shown in **Attachment 1**. 2024 will see focused installation around all schools (500 metre radius) with the following years divided evenly by residential dwelling unit count by area. In conjunction with sign installations, staff will begin notifying the public of the upcoming change in the speed limit in the coming weeks.

Prepared by: Rod Armstrong, Acting Manager of Transportation Service

Reviewed by: Kyle Shaw, Director of Operational Services



To: Council File No.: 1705-20/1715-20
From: Director of Financial Services Date: April 24, 2024

Subject: 2024-2028 Consolidated Financial Plan Bylaw

#### **PURPOSE:**

To seek first, second and third readings of the 2024-2028 Consolidated Financial Plan Bylaw No. 3130, 2024.

#### **BACKGROUND:**

Per section 165 of the Community Charter, a municipality must have a financial plan that is adopted annually, by bylaw, before the annual property tax bylaw is adopted. The annual property tax bylaw deadline is May 15th.

#### **DISCUSSION:**

The 2024-2028 General Fund Financial Plan was presented to Council at the February 28<sup>th</sup>, 2024 Council meeting, at this meeting Council gave the following direction:

THAT Council defer consideration of the 2024-2028 General Fund Financial Plan to the March 13th, 2024 Council meeting,

AND THAT Council direct staff to report back on options that would contemplate increasing the application of the previous years' annual surplus to the current 2024 taxation year based on the following models:

- 7.7% Discretionary Tax Change
- 6.7% Discretionary Tax Change

THAT Council direct staff to report back on options to increase the utility class tax rate to the maximum allowable rate and shorten the recreational tax rate from seven years to four years.

THAT Council direct staff to report back on the City of Courtenay's total reserves and surpluses.

Staff reported to Council at the March 13th 2024 Council meeting with the General Fund Financial Plan Additional Information report. From this report Council gave the following direction:

THAT Council increase the Utility (Class 2) property tax rate to the legislated maximum, 40.000; and,

THAT any revenues resulting from the increased Utility (Class 2) property tax rate be used to decrease the 2024 discretionary tax.

THAT Council direct staff to amend the "2024-2028 General Fund Financial Plan" to reflect rate change to the Utility Class (Class 2) as approved by Council on March 13, 2024; and, THAT Council approve the "2024-2028 General Fund Financial Plan", as amended; and,

THAT Council direct staff to prepare the 2024-2028 Consolidated Financial Plan Bylaw with a +7.7% discretionary tax change minus the impact of the change in utility class rate.

Staff has incorporated direction given by Council at the March 13, 2024 Council meeting into the 2024-2028 Consolidated Financial Plan Bylaw No. 3130, 2024. The final discretionary tax increase after directed changes and receipt of the revised roll from BC Assessment is 7.47%.

Consideration and approval of a five-year financial plan is an annual requirement under the BC Community Charter. The proposed 2024-2028 Financial Plan including the Capital plan defines and seeks Council approval for the service priorities, as well as operating and capital budget for each City department for the current year, and the next four years.

The Financial Plan and Tax Rate Bylaw is one of the most important public documents a local government produces, as it establishes the government's spending and taxation authority. It is Council's primary policy document and establishes explicit service priorities. As an operational guide, it identifies departments that are responsible for achieving the service priorities and are accountable for spending. It is also a communication tool that strives to make all of the foregoing transparent to public officials and citizens alike.

#### **FINANCIAL IMPLICATIONS:**

The 2024 – 2028 Financial Plan as presented provides the City with maintained and improved service levels. This financial plan is the first full plan created after Councils strategic planning process which was completed in early 2023. Many of the projects, service changes and initiatives are a direct result of the implementation of the strategic plan.

The Capital Plan \$34,370,300 (attachment 2) as presented is an affordable plan, however it does not provide fulsome funding to maintain all of the City's assets over the next 100 years. Staff have been working on bringing a detailed asset management work plan forward to Council and the community to stimulate the conversation and provide detail to better understand the long-term impacts of capital funding decisions today. The Financial Plan does include the first steps to providing the basis for improved ongoing funding towards capital improvements and the ultimate goal of perpetual renewal of existing assets through enhanced capital reserve contributions.

#### Revenue

Total revenue for 2024 is budgeted at \$74,782,400. The table below outlines revenue by source as shown in the financial plan bylaw.

Revenue	2024
Property Taxation	\$ 34,007,000
Frontage and Parcel Taxes	3,516,400
Fees and Charges	25,517,600
<b>Government Transfers</b>	7,581,300
Other Revenue	4,160,100
<b>Total Revenue</b>	\$ 74,782,400

Each of the above sources of revenue is summarized below.

## **Property Taxation - \$34,007,000**

The Financial Plan presented at the February 28, 2024 Council meeting included a discretionary taxation increase of 9.7%. Through deliberation and direction received at the March 13, 2024 Council meeting, Council directed that additional funds be used from prior years surplus to reduce the current year taxation increase, along with changes to the Class 2 Utilities tax rate. With the combination of this direction and the receipt of the 2024 Revised Assessment Roll from BC Assessment, the discretionary taxation increase is 7.47%.

The table below outlines the impact of City taxation and utilities on the average home:

Average Residential Dwelling								
		2023		2024	ç	Change	% Change	
Average Value	\$	716,077	\$	708,083	\$	(7,994)	-1.1%	
General Tax rate		2.3329		2.5473		0.2144	9.2%	
City Property Tax	\$	1,670.54	\$	1,803.73	\$	133.19	8.0%	
Utilities		2023		2024	Ş	S Change	% Change	
Water User fee	\$	536.82	\$	560.98	\$	24.16	4.5%	
Water Frontage*		127.49		133.16		5.68	4.5%	
Sewer User fee		398.76		438.64		39.88	10.0%	
Sewer Frontage*		223.54		233.58		10.04	4.5%	
Solid Waste		237.50		357.50		120.00	50.5%	
Total Utilities	\$	1,524.11	\$	1,723.86	\$	199.76	13.1%	
<b>Total City Property Charges</b>	\$	3,194.64	\$	3,527.59	\$	332.95	10.4%	
Other Taxing Authorities								
Library	\$	85.57	\$	101.26	\$	15.68	18.3%	
School		871.97		903.59		31.62	3.6%	
CVRD (1)		412.17		479.51		67.34	16.3%	
CSRHD		186.82		177.59		(9.24)	-4.9%	
MFA		0.14		0.14		(0.00)	-1.1%	
BCA		24.06		24.57		0.51	0.02	
<b>Total Other Taxing Authorities</b>	\$	1,580.74	\$	1,686.65		105.91	6.7%	
<b>Grand Total Property Charges</b>	\$	4,775.38	\$	5,214.25	\$	438.87	9.2%	

(1) CVRD Taxation presented here excludes the CVRD portion of Utility charges

In 2024 the average valued residential dwelling will pay \$5,214.25 in property taxes and utilities, this is an increase of \$438.87, includes all taxing authorities. City of Courtenay collects taxes on behalf of other taxing authorities, the expected total collection for these authorities is \$1,686.65. When compared to the City specific taxation, we see that in 2024 expected charges are \$1,803.73. The City must consider that these only include property value tax charged based on assessed value and not utilities.

The City collects utility fees for water, sewer and solid waste, due to the City's arrangement with the CVRD which operates the water, sewer and solid waste facilities. A significant portion of utilities charged by the

City are paid directly to the CVRD to provide these services. The summary in the table below has separated tax and utility revenue that goes to the City and other taxing authorities such as the CVRD. Out of every \$1 the City collects in property taxes \$0.49 goes to other taxing authorities. Further once you look at the overall change in collection, City directed taxation has increased by 8.9% while other taxing authorities have increased by 9.5%

Tota	<b>Total Property Attributed to City and Other Taxing Authorities</b>							
		2023		2024		\$ Change	% Change	
City	\$	2,421.85	\$	2,636.25	\$	214.41	8.9%	
Other	\$	2,353.54	\$	2,577.97	\$	224.43	9.5%	
Total	\$	4,775.38	\$	5,214.22	\$	438.84	9.2%	
City		50.7%		50.6%				
Other		49.3%		49.4%				
Total		100.0%		100.0%	=			

## **Comparable Communities**

Courtenay continues to have affordable property taxes when compared to similar sized communities in BC and neighbouring communities. The table below outlines charges on an average home from 2023 (latest information available from BC Statistics), these amounts include all utilities and other taxing authorities.

Comparable Communities 2023								
Population								
Municipality	2021	Pro	perty Tax					
White Rock	21,939	\$	8,453					
Port Moody	33,535	\$	8,032					
Squamish	23,819	\$	6,357					
West Kelowna	36,078	\$	6,305					
Langley	28,963	\$	5,955					
Campbell River	35,519	\$	5,251					
Penticton	36,885	\$	4,951					
Courtenay	28,420	\$	4,920					
North Cowichan	31,990	\$	4,649					
Cranbrook	20,499	\$	4,497					
Salmon Arm	19,432	\$	4,458					
Fort St. John	21,465	\$	3,210					

Local Communities 2023								
Population								
Municipality	2021	Pro	perty Tax					
Qualicum Beach	9,303	\$	6,054					
Nanaimo	99,863	\$	5,586					
Parksville	13,642	\$	5,265					
Cumberland	4,447	\$	5,258					
Campbell River	35,519	\$	5,251					
Courtenay	28,420	\$	4,920					
Comox	14,806	\$	4,903					
Powell River	13,943	\$	4,874					
Port Alberni	18,259	\$	4,341					

#### Frontage and Parcel Taxes - \$3,516,400

This revenue segment represents the water and sewer frontage taxes that have been consolidated from the individual water and sewer financial plans presented to Council in January 24, 2024. A small amount of parcel tax is captured in this area for water and sewer connection parcel taxes (\$20,400).

## Fees and Charges - \$25,517,600

Fees and Charges represent the second largest single contributor to the City's overall revenue. Water, sewer and solid waste utility charges are found with fees and charges and represent \$19,651,500 of the

total fee and charge revenue. The remaining \$5,866,100 captures recreation (\$2,056,800), building inspection (\$1,298,000) and all other various fees and charges charged by the City.

## **Government Transfers - \$7,851,300**

Government transfers encompasses all transfers including grants from other government bodies. Major ongoing contributors to this revenue line include the Canada Community Building fund (gas tax), Gaming transfer (casino), traffic fine revenue and all contributions from the Comox Valley Regional District. Grants for various capital projects or special projects would be recorded in this area.

## Other Revenue - \$4,160,100

Other revenue captures all other revenue that doesn't fit into the other categories. Interest and penalty revenue represents \$2,562,000 of the total, this revenue line has increased substantially from prior year due to the current interest rate environment. Other revenue items include: grants in lieu of taxes, MRDT, and 1% Revenue tax from BC Hydro, Telus, Shaw and Fortis.

## **Operating Expenses**

Total operating expenses in 2024 are budgeted at \$75,653,600. The table below outlines expenses by category as shown in the financial plan bylaw.

Expenses	2024
General Government Expenses	\$ 5,484,300
Fire Services	3,305,000
Police Services	8,625,800
Engineering Services	1,756,000
Operational Services	11,447,700
Solid Waste Services	4,179,900
Development Services	3,430,500
Recreational and Cultural Services	6,909,700
Sewer Services	8,913,100
Water Services	10,094,200
Financial Services	3,282,700
Gaming Expenses	387,500
Debt Interest	799,000
Amortization	7,038,200
<b>Total Operating Expenses</b>	\$ 75,653,600

Operating expenses have not seen significant change from the general fund financial plan presented to Council on February 28<sup>th</sup>. Further, the water, sewer and solid waste financial plans have not seen significant change since being presented to Council on January 24<sup>th</sup>.

#### **Transfers and Acquisitions**

Transfers and acquisitions captures non-operating expenditures, transfers to and from reserves, capital purchases and borrowing proceeds.

Transfers and Acquisitions	2024		
Equity in Capital Assets	\$	(7,038,200)	
Principal Payments		986,900	
Capital Acquisitions		34,370,300	
Borrowing		(12,426,000)	
Transfer to Reserve		5,414,300	
Transfer from Reserve		(22,178,500)	
Total Transfers and Acquisitions	\$	(871,200)	

**Equity in Capital Assets** is the offsetting entry for the non-cash amortization expense found in the operating expenses.

**Principal payments** represent the principal portion of annual debt servicing costs. Interest expense is found in the operating expense section.

**Capital Acquisitions** represent the summation of all capital purchases for the year, this includes general, water and sewer purchases. See appendix 2 – 2024-2028 Capital Plan and appendix 3 – 2024 Capital plan detail.

**Borrowing** represents total proceeds from borrowing to fund capital purchases. Projects identified in prior years but not yet completed will be carried forward until the project and borrowing is complete. The table below summarizes borrowing for 2024:

Borrowing 9	Summary	20	24
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	 ,				
Project	Borrowing		Other Funding		Total
Sewer - Comox Rd Sewer Crossing	\$ 3,500,000	\$	729,200	\$	4,229,200
Sewer - 1st Street Lift Station Replacement	2,500,000		1,042,100		3,542,100
6th St Bridge	2,500,000		4,342,800		6,842,800
Strategic Land Acquisition	2,176,000		752,300		2,928,300
Anderton Dike Remediation - Phase 1	1,750,000		250,000		2,000,000
Total	\$ 12,426,000	\$	7,116,400	\$	19,542,400

Note – Other funding represents City funds being put toward a project and can include taxation/utilities, reserve draws, and grants.

**Transfer to reserve** is the current year contributions to various reserves. For 2024 the City is contributing \$5,414,300 to various reserves, this represents an increase of \$1,025,900 over 2023. Significant contributors to this increase are:

- An additional \$150,000 going towards the machinery and equipment reserve (\$850k to \$1m).
- An additional \$427,900 going to the New Works Reserve which the majority is attributed to the Sustainable Infrastructure Investment Plan. This plan is designed to ensure adequate funding for capital replacement into the future.
- \$173,000 from the most recent installment of the Local Government Climate Action Program funding.

**Transfer from reserve** is the current year withdrawal from reserves to fund capital projects and supplement operating revenue to reduce the current year taxation need. The use of prior years surplus is captured in transfers from reserve. Furthermore, transfer from reserves captures the transfer from the Reserve for future expenditure. This represents prior years taxation, utility revenue or frontage revenue collected and allocated to a capital project that was not completed in 2023. Therefore, the funding is carried forward to 2024 and protected from flowing into the unappropriated surplus. Finally, transfer from reserve captures all capital reserve funds being used to fund current year capital purchases.

#### **Prior Year Unappropriated Surplus**

The 2024-2028 Financial Plan relies on use of prior year surplus to supplement current year revenue requirements which is a suitable use of surplus. The prior years unappropriated surplus has grown to \$19,318,822 as at December 31, 2023, contributors to the surplus are RCMP savings, increased interest revenue, and the cumulative impact of staff vacancies and the challenging labour market. Although surplus is the result of reduced spending when compared to budget, it must be balanced at the cost of reduced services provided as a result of reduced spending. Given the balance and composition of the surplus it is reasonable to use prior year surplus to reduce the current year's property taxation.

The Financial plan is set to consume \$8,247,400 of the total unappropriated surplus over the next 5 years. The use of surplus is broken down by year in the table below.

2024-2028 Unappropriated Surplus Usa	age
--------------------------------------	-----

	2024	2025	2026	2027	2028
Special Projects (1)	\$ 1,339,500	\$ 125,000	\$ 100,000	\$ 250,000	\$ 400,000
Carry Forward Items (2)	971,800	-	-	-	-
Revenue Supplementation (3)	1,563,500	1,600,200	1,201,300	683,500	12,600
Total	\$ 3,874,800	\$ 1,725,200	\$ 1,301,300	\$ 933,500	\$ 412,600

- 1) See Special Project listing, note not all projects are funded from surplus, some are funded through grants or reserves
- 2) One-time operating expenses not spent in 2023
- 3) Surplus used to supplement and reduce annual property taxes; this figure will be impacted by future surplus results and changes in property taxes from new construction.

See attachment 5 – 2024-2028 Reserve and Surplus for details on projected reserve and surplus balances.

#### Conclusion

The 2024-2028 Financial Plan as stated earlier is the first fully developed financial plan since the adoption of the City's strategic plan. The plan relies on surplus to supplement taxation revenue however given the current unappropriated surplus balance this approach is reasonable. Finally, the capital plan relies on substantial amounts of debt for projects in the near term, however this should change if the City continues with its increased contributions to reserves to replace existing assets. The plan provides improved services and tackles substantial capital projects within the next 2 years.

## STRATEGIC PRIORITIES REFERENCE:

The Five-Year Financial Plan Bylaw assists in forwarding all the City's Strategic Priorities by providing specific council authorization for spending.

### **PUBLIC ENGAGEMENT:**

Staff would Consult the public based on the IAP2 Spectrum of Public Participation:

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

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#### **OPTIONS:**

- THAT Council give first, second and third reading to the 2024-2028 Consolidated Financial Plan Bylaw 3130, 2024
- 2. THAT Council provide alternative direction to staff.

#### **ATTACHMENTS:**

- 1. 2024-2028 Consolidated Financial Bylaw 3130, 2024
- 2. 2024-2028 Capital Plan
- 3. 2024 Capital Project Funding
- 4. 2024-2028 Special Projects
- 5. 2024-2028 Reserve and Surplus

Prepared by: Adam Langenmaier, BBA, CPA, CA, Director of Financial Services, Chief Financial Officer

Concurrence: Geoff Garbutt, M.Pl., MCIP, RPP, City Manager (CAO)

#### **CITY OF COURTENAY**

## BYLAW NO. 3130, 2024

# A bylaw for the City of Courtenay Five-Year Financial Plan for the period 2024 to 2028 inclusive

#### **WHEREAS**

- A. Section 165 of the *Community Charter* requires that every municipality must have a five-year financial plan that is adopted annually, by bylaw, before the annual property tax bylaw is adopted and that the financial plan must set out the objectives, and policies of the municipality for the planning period in relation to the funding sources, the proportion of total revenue from the funding sources, the distribution of property value taxes among the property classes and the use of permissive tax exemptions;
- B. Section 166 of the *Community Charter* requires that, before adopting a bylaw under section 165, a Council must undertake a process of public consultation regarding the proposed financial plan; and
- C. Council for the City of Courtenay has complied with section 166 of the Community Charter.

#### NOW THEREFORE

- A. the Council of the City of Courtenay, in open meeting assembled, enacts as follows:
  - 1. This bylaw may be cited for all purposes as "2024 2028 Consolidated Financial Plan Bylaw No. 3130, 2024"
  - 2. Schedules A and B attached hereto and forming part of this bylaw are hereby declared to be the Five-Year Financial Plan of the City of Courtenay for the years 2024 to 2028 inclusive.
  - 3. "The 2023 2027 Consolidated Financial Plan Bylaw No. 3096, 2023" is hereby repealed.

Mayor	Deputy Corporate Officer
Finally passed and adopted this — C	day of May, 2024
Finally passed and adopted this c	Nav. of May. 2024
Read a third time this day of Apri	il, 2024
Read a second time this day of A	pril, 2024
Read a first time this day of April	, 2024

# City of Courtenay BYLAW NO. 3130, 2024

# A bylaw for the City of Courtenay

# Five-Year Financial Plan for the period 2024 to 2028 Inclusive Schedule A

Revenue	2024	2025	2026	2027	2028
Property Taxation	\$ 34,007,000	\$ 37,818,000	\$ 40,576,400	\$ 43,642,200	\$ 46,186,200
Frontage and Parcel Taxes	3,516,400	3,478,800	3,496,000	3,513,500	3,522,500
Fees and Charges	25,517,600	26,663,700	27,827,200	29,145,800	30,214,600
Government Transfers	7,581,300	4,443,900	4,777,300	10,011,310	4,930,100
Other Revenue	4,160,100	8,835,300	4,455,200	9,207,700	3,604,800
Total Revenue	\$74,782,400	\$81,239,700	\$81,132,100	\$95,520,510	\$88,458,200
Expenses					
General Government	\$ 5,484,300	\$ 4,807,900	\$ 5,131,500	\$ 5,275,100	\$ 5,449,900
Fire Services	3,305,000	3,382,700	3,633,200	3,992,600	4,078,600
Police Services	8,625,800	8,849,000	9,049,900	9,272,400	9,522,700
Engineering Services	1,756,000	875,600	915,300	935,700	977,600
Operational Services	11,447,700	11,017,600	11,137,500	11,158,500	11,369,200
Solid Waste Services	4,179,900	4,067,000	4,254,900	4,452,300	4,659,200
Development Services	3,430,500	2,496,800	2,576,400	2,928,700	3,188,600
Recreational & Cultural Services	6,909,700	6,978,100	7,129,700	7,305,300	7,388,900
Sewer Services	8,913,100	9,210,500	9,559,000	9,624,800	9,900,000
Water Services	10,094,200	10,424,600	10,833,400	11,224,400	11,665,500
Financial Services	3,282,700	3,297,700	3,403,300	3,493,800	3,614,100
Gaming	387,500	387,500	387,500	387,500	387,500
Debt Interest	799,000	1,708,200	2,530,700	3,151,300	3,667,600
Amortization	7,038,200	7,038,200	7,038,200	7,038,200	7,038,200
<b>Total Operating Expenses</b>	\$ 75,653,600	\$ 74,541,400	\$ 77,580,500	\$ 80,240,600	\$ 82,907,600
Operating (Deficit) / Surplus	\$ (871,200)	\$ 6,698,300	\$ 3,551,600	\$ 15,279,910	\$ 5,550,600
Transfers and Acquisitions					
Equity in Capital Assets	\$ 7,038,200	\$ 7,038,200	\$ 7,038,200	\$ 7,038,200	\$ 7,038,200
Principal Payments	(986,900)	(1,225,400)	(2,131,700)	(2,221,100)	(2,628,100)
Capital Acquisitions	(34,370,300)	(41,012,000)	(15,290,500)	(40,229,000)	(10,732,000)
Borrowing	12,426,000	28,000,000	5,662,200	20,621,690	1,750,000
Transfer to Reserve	(5,414,300)	(6,699,600)	(5,977,000)	(7,625,200)	(8,439,400)
Transfer from Reserve	22,178,500	7,200,500	7,147,200	7,135,500	7,460,700
Total Transfers and Acquisitions	\$ 871,200	\$ (6,698,300)	\$ (3,551,600)	\$ (15,279,910)	\$ (5,550,600)
(Deficit) / Surplus	\$ -	\$ -	\$ -	\$ -	\$ 

## City of Courtenay BYLAW NO. 3130, 2024

# A bylaw for the City of Courtenay Five-Year Financial Plan for the period 2024 to 2028 Inclusive Schedule B

## Objectives and Policies for Schedule "B" Bylaw 3130

In accordance with section 165 (3.1) of the *Community Charter*, the City of Courtenay is required to include in the Five-Year Financial Plan, objectives, and policies regarding each of the following

- The proportion of total revenue that is proposed to come from that funding source
- the distribution of property value taxes among the property classes that may be subject to the taxes
- the provision of development potential relief under section 198.1 of the *Community Charter*
- the use of permissive tax exemptions

# Proportion of Revenue by Source

## **Property Tax**

- The City of Courtenay will attempt to keep the proportional share of revenue from property taxes at a level similar to the average of comparable municipalities.
- Where new sources of revenue are made available to the City from senior governments, wherever possible these revenues will be used to reduce dependency on property taxation revenue.

## Frontage & Parcel Tax

• Parcel taxes will be used whenever Council determines that they are more appropriate than property taxes.

## Fees & Charges

• Wherever possible, fees & charges will be used to assign costs to those who benefit from the service provided. The proportion of costs recovered by fees and charges will vary with the nature of the service provided.

## Transfers from other Governments and Agencies

- The City will ensure that all government transfers are used in accordance with the terms and conditions attached to the funding and that all reporting requirements are met.
- Unconditional government transfers will be considered as general revenue in the financial plan

#### Other Sources of Revenue

• The City will continue to seek other sources of revenue in order to reduce reliance on property taxes.

## City of Courtenay BYLAW NO. 3130, 2024

# A bylaw for the City of Courtenay Five-Year Financial Plan for the period 2024 to 2028 Inclusive Schedule B

# **Proceeds of Borrowing**

• Borrowing will be considered when determining the funding sources of large capital projects that provide benefits to taxpayers over a long period of time.

Proportions of Total Revenue by Source

		2023			2024	
			% of Total			% of Total
Revenue Source	-	Amount (\$)	Revenue	-	Amount (\$)	Revenue
Property Tax	\$	31,145,000	43%	\$	34,007,000	39%
Frontage and Parcel Tax		3,355,100	5%		3,516,400	4%
Fees and Charges		22,551,400	31%		25,517,600	29%
Transfers from Other Govt		7,350,700	10%		7,581,300	9%
Other Sources		2,622,700	4%		4,160,100	5%
Borrowing		5,278,000	7%		12,426,000	14%
Total	\$	72,302,900	100%	\$	87,208,400	100%

2024 Distribution of Property Tax Revenue by Class

				Property	
			% of Total	Assessment \$	% of Total
	<b>Property Class</b>	Tax Revenue	Tax	Value	Assessment
1	Residential	\$ 22,286,879	65.5%	\$ 8,749,078,150	89.1%
2	Utilities	134,292	0.4%	3,357,300	0.0%
3	Supportive Housing	-	0.0%	-	0.0%
5	Light Industry	114,272	0.3%	12,236,600	0.1%
6	Commercial	11,449,078	33.7%	1,047,180,931	10.7%
8	Recreational	18,704	0.1%	5,142,400	0.1%
_ 9	Farm	3,775	0.0%	1,389,174	0.0%
	Total	\$ 34,007,000	100.0%	\$ 9,818,384,555	100.0%

## **Permissive Tax Exemptions**

- A permissive tax exemption is strictly at the discretion of the City of Courtenay Council. After careful consideration of all applications Council may approve a full, a partial, or no tax exemption. The tax exemption may vary for the different applicants.
- The cumulative value of permissive tax exemptions shall not exceed 2% of the total tax levy of the previous year.
- The Annual Municipal Report for 2023 contains a list of permissive exemptions granted to not-for-profit institutions that form a valuable part of our community. These include religious institutions, historical societies, service societies and recreational organizations.

## City of Courtenay 2024-2028 CAPITAL PLAN

							Total
trategic Responsibility	Project description	2024	2025	2026	2027	2028	2024-2028 Bud
Engineering	6th St Bridge Multi-Use Active Transportation Bridge	6,842,800					6,842,
	Anderton Dike Remediation - Phase 1	2,000,000					2,000,
	FIRE - New Satellite Firehall	2,000,000	22,000,000				24,000,
	Park Design and Development McPhee Meadows - Phase 1	1,605,100					1,605,
	Lake Trail Multi-Use Pathway Construction	1,400,000					1,400,0
	MEMORIAL POOL - Major Pool Repairs	222,900	250,000	1,000,000			1,472,9
	Traffic - Signal Controller Renewal Program	75,000	750,000	375,000	375,000	375,000	1,950,0
	Tunner Drive Multi-Use Pathway	62,600					62,6
	Dingwall to Muir Road Trail and Stairs Development	46,500					46,5
	Crosswalk Island Highway at Beachwood road	30,000					30,0
	Ryan Road sidewalk Sandwick to Braidwood	30,000		195,000	2,765,500		2,990,5
	Cousins Avenue Upgrades	2,900		178,200	2,338,500		2,519,
	Major Road Cons - 13 St - Burgess to Willemar Road Reconstruction				14,000	871,000	885,
	Storm Drainage - 13 St - Burgess to Willemar Storm Reconstruction				14,000	871,000	885,
	Lerwick traffic improvement - Malahat to Macdonald				150,000		150,
	Braidwood Road Design - Storm & Road				30,000	3,250,000	3,280,0
	Park Design and Development McPhee Meadows - Phase 2		282,500	2,598,000			2,880,5
ngineering Total		14,317,800	24,082,500	4,346,200	12,434,000	5,367,000	60,547,
	FIRE DEPT - Light Vehicles	32,600	90,000	945,000			1,067,0
	FIRE DEPT - Replacement Truck (pumper 2027)				1,200,000		1,200,0
re Department Total	The state of the s	532,600	90,000	945,000	1,200,000		2,767,6
General Government Services	Strategic Land Acquisition	2,928,300	,	,	,,		2,928,
	Server Replacement	120,000	60,000			150,000	330,0
	Budget Software	104,100	,000				104,
	New softwares (Future IT Projects)	50,000	50,000	50,000	50,000	50,000	250,
	Tempest Calls For Services	33,300	30,000	30,000	30,000	30,000	33,
	Photocopiers	30,000	30,000	30,000	30,000	30,000	150,
	Large Format Plotter	15,000	15,000	15,000	15,000	15,000	75,
	Scada Cloud Server / Backup	6,000	13,000	13,000	13,000	13,000	6,0
	Electronic Records Management System (EDRMS)	0,000	15.000				
anaral Cavarament Samiasa Ta		2 206 700	15,000	05.000	95,000	245 000	15,0 <b>3,891,</b> 7
eneral Government Services To		3,286,700	170,000	95,000	95,000	245,000	
Recreation & Culture	Playing courts	350,000					350,0
	Park Improvements	100,000					100,0
	Park Plan & Development for Bill Moore	75,000		1,000,000			1,075,0
	YOUTH CENTRE - Freestanding Sign & Exterior Facia Sign	60,000					60,0
	Partners in Parks program	50,000	50,000	50,000	50,000	50,000	250,0
	LEWIS CENTRE - Equipments	45,000	50,000	55,000	60,000	65,000	275,0
	SID THEATRE - Future year estimation	20,000	20,000	20,000	20,000	20,000	100,0
	Totem Pole Installation at the Airpark	12,700					12,7
	Park Plan for Air Park, Rotary Park, Marina					60,000	60,0
	Park Master Plan - placeholder for future initiatives				500,000	500,000	1,000,0
	Park Plan & Development for Lewis Park			100,000	500,000		600,0
	Dog parks (x2, one on each side of town)			50,000	50,000		100,0
	Park Plan and Development for Puntledge Park				100,000	500,000	600,0
ecreation & Culture Total		787,700	870,000	1,275,000	1,280,000	1,195,000	5,407,7
Sewer	Comox Rd Sewer Crossing (Puntledge Sanitary Catchment Replace	4,229,200					4,229,
	Sewer - 1st Street Lift Station Replacement	3,542,100					3,542,3
	South Courtenay Sewer System - Phase 1	948,000	10,747,500				11,695,9
	Anderton Sanitary Lift Station	238,500	309,000	3,229,500			3,777,0
	Sewer Equipment - Lift Station Pumps	60,000					60,0
	Sewer - SCADA Server/Firewall Replacement	20,000					20,0
	Cousins Avenue Upgrades	1,400		59,400	779,500		840,3
	Braidwood Road - Road & Utility - Sewer Component	,		,	10,000	500,000	510,0
	South Courtenay Sewer System - Phase 2			860,000	9,747,000	,	10,607,0
ewer Total		9,039,200	11,056,500	4,148,900	10,536,500	500.000	35,281,
Water	Water Smart Initiatives - District Meter Zone	400,000	75,000	400,000	75,000	400,000	1,350,0
	Sandpiper / Millard Water Main Upgrade	19,200	73,000	400,000	73,000	+00,000	1,550,0
	Cousins Avenue Upgrades	1,400		59,400	779,500		840,3
		1,400					
	New PRV Connection to 87 Zone (Cumberland - Arden)			30,000	300,000	F00 000	330,
	Braidwood Road - Road & Utility - Water Component			F0 000	10,000	500,000	510,0
· · · = · · ·	South Courtenay PRV and Booster Station Upgrades (Buckstone Rd)			50,000	500,000	000.00	550,0
/ater Total		420,600	75,000	539,400	1,664,500	900,000	3,599,5
Operational Services	Pedestrian, Cycling and Pavement Renewal Program	1,535,000	1,249,000	1,307,000	1,400,000	1,400,000	6,891,0
	Misc Playground (1 replacement every second year)	966,300	120,000	30,000	320,000	30,000	1,466,
	5th Street Corridor Improvements	433,200					433,
	LINC Youth Centre - Roof Replacement	400,000					400,
	Fleet Management - PWS - Light Vehicles/Equip	319,700	300,000	300,000	300,000	300,000	1,519,
		100,000					100,
	Small Tool Electrification		74,000	74,000	74,000	74,000	370,
	Small Fool Electrification Speed Reduction Implementation	74,000	74,000				224
		74,000 61,800	40,000	40,000	40,000	40,000	221,
	Speed Reduction Implementation MEMORIAL POOL - Mech/Electric Upgrades Heat/Chemical	61,800		40,000	40,000	40,000	
	Speed Reduction Implementation MEMORIAL POOL - Mech/Electric Upgrades Heat/Chemical Centre for Arts Accessibility Projects	61,800 50,000				40,000	50,
	Speed Reduction Implementation MEMORIAL POOL - Mech/Electric Upgrades Heat/Chemical Centre for Arts Accessibility Projects Consolidated Municipal Building	61,800 50,000 50,000		40,000 500,000	40,000	40,000	50, 10,550,
	Speed Reduction Implementation MEMORIAL POOL - Mech/Electric Upgrades Heat/Chemical Centre for Arts Accessibility Projects Consolidated Municipal Building Traffic Signal Equipment - Spare (emergent) Controller/Cabinet	61,800 50,000 50,000 50,000	40,000	500,000	10,000,000		221,8 50,0 10,550,0 50,0 210.0
	Speed Reduction Implementation MEMORIAL POOL - Mech/Electric Upgrades Heat/Chemical Centre for Arts Accessibility Projects Consolidated Municipal Building	61,800 50,000 50,000				40,000 40,000	50, 10,550,

## City of Courtenay 2024-2028 CAPITAL PLAN

							Total
Strategic Responsibility	Project description	2024	2025	2026	2027	2028	2024-2028 Budget
	Filberg Centre Accessibility Projects	30,000					30,000
	Gateway Signage - "Courtenay Welcomes You"	22,000	25,000				47,000
	Simms Park Thai Pavilion Roof Replacement	16,000					16,000
	Fire Hall - HVAC and Roof Replacement	13,500	585,000				598,500
	Museum - Façade Repair	13,000					13,000
	Art Gallery - HVAC and Roof Replacement	11,200	800,000				811,200
	CEMETERY - Irrigation/Drainage			10,000			10,000
	Lewis Centre - Squash Court Wall Replacement		110,000	110,000			220,000
	CEMETERY - Cemetery General Work		60,000				60,000
	PWS - Telus Site Renovation - Administrative Bldg.		120,000				120,000
	Woodcote - Irrigation System Replacement			80,000			80,000
	Lewis Centre - Squash Court Floor Replacement		80,000	80,000			160,000
	LEWIS CENTRE - MPR Hall Floor renewal			75,000			75,000
	Lewis Centre - Roof Replacement			550,000			550,000
Operational Services Total		5,985,700	4,668,000	3,941,000	13,019,000	2,525,000	30,138,700
Grand Total		34,370,300	41,012,000	15,290,500	40,229,000	10,732,000	141,633,800

# City of Courtenay 2024 CAPITAL PROJECT FUNDING

trategic Responsibility		2024	2024 General Revenues	2024 Reserves	2024 Reserve for Future Expenditures	2024 Fed / Prov Funding	2024 Gas Tax Fed Grant	2024 CVRD Grant	2024 Other Contributions	2024 Debt
Engineering	6th St Bridge Multi-Use Active Transportation Bridge	6,842,800		1,778,500	62,100	2,502,200				2,500,00
	Anderton Dike Remediation - Phase 1	2,000,000		2 000 000	250,000					1,750,00
	FIRE - New Satellite Firehall Park Design and Development McPhee Meadows - Phase 1	2,000,000 1,605,100		2,000,000 1,411,900	193,200					-
	Lake Trail Multi-Use Pathway Construction	1,400,000	239,000	250,000	225,000	500,000		186,000		
	MEMORIAL POOL - Major Pool Repairs	222,900				,		222,900		
	Traffic - Signal Controller Renewal Program	75,000		-	75,000					
	Tunner Drive Multi-Use Pathway	62,600			62,600					
	Dingwall to Muir Road Trail and Stairs Development	46,500			23,100	23,400				
	Crosswalk Island Highway at Beachwood road Ryan Road sidewalk Sandwick to Braidwood	30,000 30,000	30,000	30,000						
	Cousins Avenue Upgrades	2,900		30,000	2,900					
ngineering Total	coasiis Weilde Opgidaes	14,317,800	269,000	5,470,400	893,900	3,025,600		408,900		4,250,00
Fire Department	FIRE DEPT - Rescue Tools	500,000	,	500,000	,	.,,		,		, ,
	FIRE DEPT - Light Vehicles	32,600		32,600						
ire Department Total		532,600		532,600						
General Government	S Strategic Land Acquisition	2,928,300		752,300						2,176,00
	Server Replacement Budget Software	120,000 104,100		120,000 104,100						
	New softwares (Future IT Projects)	50,000		50,000						
	Tempest Calls For Services	33,300		33,300						
	Photocopiers	30,000		30,000						
	Large Format Plotter	15,000		15,000						
	Scada Cloud Server / Backup	6,000		6,000						
eneral Government Ser		3,286,700		1,110,700					100 000	2,176,0
Recreation & Culture	Playing courts Park Improvements	350,000 100,000		250,000 100,000					100,000	
	Park Plan and Development Harmston Park	75,000		75,000						
	Park Plan & Development for Bill Moore	75,000		75,000						
	YOUTH CENTRE - Freestanding Sign & Exterior Facia Sign	60,000		-,	60,000					
	Partners in Parks program	50,000			50,000					
	LEWIS CENTRE - Equipments	45,000		45,000						
	SID THEATRE - Future year estimation	20,000		20,000						
	Totem Pole Installation at the Airpark	12,700		FCF 000	9,600	3,100			100 000	
ecreation & Culture Tot Sewer	Comox Rd Sewer Crossing (Puntledge Sanitary Catchment I	<b>787,700</b> 4,229,200		<b>565,000</b> 500,000	119,600 229,200	3,100			100,000	3,500,0
Jewei	Sewer - 1st Street Lift Station Replacement	3,542,100		900,000	142,100					2,500,0
	South Courtenay Sewer System - Phase 1	948,000	400,000	,	192,700				355,300	_,,-
	Anderton Sanitary Lift Station	238,500	238,500							
	Sewer Equipment - Lift Station Pumps	60,000		60,000						
	Sewer - SCADA Server/Firewall Replacement	20,000	20,000							
	Cousins Avenue Upgrades	1,400	550 500	4 450 000	1,400				255 200	C 000 0
ewer Total Water	Water Smart Initiatives - District Meter Zone	<b>9,039,200</b> 400,000	<b>658,500</b> 162,900	<b>1,460,000</b> 200,000	<b>565,400</b> 37,100				355,300	6,000,0
water	Sandpiper / Millard Water Main Upgrade	19,200	102,900	200,000	19,200					
	Cousins Avenue Upgrades	1,400			1,400					
Vater Total		420,600	162,900	200,000	57,700					
Operational Services	Pedestrian, Cycling and Pavement Renewal Program	1,535,000	215,000		20,000		1,300,000			
	Misc Playground (1 replacement every second year)	966,300		846,300	120,000					
	5th Street Corridor Improvements	433,200		216,600		216,600				
	LINC Youth Centre - Roof Replacement Cycling Network Plan Improvements Implementation	400,000 399,800	50,000	80,000			349,800			
	Fleet Management - PWS - Light Vehicles/Equip	319,700	30,000	319,700	-		349,600			
	Fleet Management - PWS - Heavy Vehicles/Equip	310,300		310,300						
	PWS - Telus Site - Administrative Bldg. Roof Replacement	250,000	250,000	,						
	Lewis Centre - Vern Nicols Floor	200,000	200,000							
	Small Tool Electrification	100,000		100,000						
	CEMETERY - Niche Wall Design/Development	80,000						80,000		
	Flood Protection - Tiger Dam (Aqua Dam Replacement)	75,000	37,500			37,500				
	Speed Reduction Implementation Office Repovations	74,000	74,000	6E 000						
	Office Renovations MEMORIAL POOL - Mech/Electric Upgrades Heat/Chemica	65,000 61,800		65,000				61,800		
	PWS - Backup Power System Admin Building	50,000		50,000				01,600		
	Consolidated Municipal Building	50,000		50,000						
	Traffic Signal Equipment - Spare (emergent) Controller/Cat	50,000	50,000	30,000						
	Centre for Arts Accessibility Projects	50,000	,			50,000				
	MEMORIAL POOL - VIHA Infrastructure Upgrades	50,000						50,000		
	Public Works Locker Room Buildings	45,000	45,000							
	Bill Moore Lawn Bowling Deck Replacement	45,000	45,000							
	Lewis Washroom - Roof Replacement	43,000			43,000			*2.555		
	MEMORIAL POOL - Repair Cracks Main Pool CEMETERY - Landscape Additions	42,600						42,600		
	CLIVIL I ENT - Latiuscape Additions	40,000 39,700	35,000		4,700			40,000		
	Pedestrian Bridges replacement program		33,000		37,600					
	Pedestrian Bridges replacement program PW Training/FOC Repoyation & Roof	27 KNN		37,000	37,000					
	PW Training/EOC Renovation & Roof	37,600 37,000								
		37,000	30,000	37,000						
	PW Training/EOC Renovation & Roof Lagoon Walkway Lookouts Phase 2 - Roof Replacement		30,000	30,000						
	PW Training/EOC Renovation & Roof Lagoon Walkway Lookouts Phase 2 - Roof Replacement Filberg Centre Accessibility Projects	37,000 30,000	30,000 22,000							
	PW Training/EOC Renovation & Roof Lagoon Walkway Lookouts Phase 2 - Roof Replacement Filberg Centre Accessibility Projects Sign Shop - Digital Printer	37,000 30,000 30,000								
	PW Training/EOC Renovation & Roof Lagoon Walkway Lookouts Phase 2 - Roof Replacement Filberg Centre Accessibility Projects Sign Shop - Digital Printer Gateway Signage - "Courtenay Welcomes You"	37,000 30,000 30,000 22,000 16,000 13,500	22,000	30,000	-					
	PW Training/EOC Renovation & Roof Lagoon Walkway Lookouts Phase 2 - Roof Replacement Filberg Centre Accessibility Projects Sign Shop - Digital Printer Gateway Signage - "Courtenay Welcomes You" Simms Park Thai Pavilion Roof Replacement Fire Hall - HVAC and Roof Replacement Museum - Façade Repair	37,000 30,000 30,000 22,000 16,000 13,500 13,000	22,000 16,000							
perational Services Tot	PW Training/EOC Renovation & Roof Lagoon Walkway Lookouts Phase 2 - Roof Replacement Filberg Centre Accessibility Projects Sign Shop - Digital Printer Gateway Signage - "Courtenay Welcomes You" Simms Park Thai Pavilion Roof Replacement Fire Hall - HVAC and Roof Replacement Museum - Façade Repair Art Gallery - HVAC and Roof Replacement	37,000 30,000 30,000 22,000 16,000 13,500	22,000 16,000	30,000	- 11,200 <b>236,500</b>	304,100	1,649,800	274,400		

# City of Courtenay 2024-2028 SPECIAL PROJECTS

Project description		2024	2025	2026	2027	2028
Reconciliation Action Plan	\$	100,000				
	<b>\$</b> \$	100,000	\$ -	\$ -	\$ -	\$ -
Community Service Development Framework	\$	110,000				
Cultural Facility Feasibility Planning	\$	75,000				
Filberg facility Feasibility Study	\$	75,000				
Lewis Facility Feasibility Study	\$	-		\$ 100,000		
Special Events & Hosting Policy			\$ 50,000			
Recreation Needs Assessment			\$ 75,000			
Cozy Corner carpet replacement	\$	20,000				
	\$	280,000	\$ 125,000	\$ 100,000	\$ -	\$ -
Community Safety Office	\$	50,000				
City Website	\$	172,000				
Engagement Strategy	\$	75,000				
Privacy Managament Framework	\$	50,000				
Anti-Racism Strategy	<u>\$</u>	50,500				
	\$ \$ \$ \$ \$ \$ \$	397,500	\$ -	\$ -	\$ -	\$ -
Integrated Rainwater Mgmt Plan		162,000				
Flood Mgmt & Dyke Replacemt Study	\$	130,000				
Corporate Climate Action Plan	\$	200,000				
CVRD Home Energy Navigator Program	\$ \$ \$	50,000				
Bridge Building Demolition	\$	100,000				
LGCAP Future Implementation Projects	<u>\$</u>	269,000				
	<b>\$</b> \$	911,000	\$ -	\$ -	\$ -	\$ -
Anderton Garage Demolition		18,000				
Safe Active Schools Program	\$	75,000				
Automatic Vehicle Locator (AVL)	\$ \$ <b>\$</b>	50,000				
		143,000	\$ -	\$ -	\$ -	\$ -
Bylaw Update- Building Bylaw	\$	25,000				
Bylaw Update- Zoning Bylaw	\$	250,000				\$ 150,000
Bylaw Update-Business Licence Bylaw	\$	25,000				
Bylaw Update- DCC/ACC	\$	250,000				\$ 250,000
Bylaw Update- Sub&Dev Bylaw	\$	100,000				
Bylaw Update- OCP	\$	120,000			\$ 250,000	
Harmston Local Area Plan	\$	150,000				
	\$	920,000	\$ 	\$ 	\$ 250,000	\$ 400,000
	\$	2,751,500	\$ 125,000	\$ 100,000	\$ 250,000	\$ 400,000

# City of Courtenay Reserves and Surplus for the Years 2024 - 2028

GENERAL	Unaudited	Budge	t	Estimated balance				
Surplus Estimated Closing Balances	2023	2024		2025	2026	2027		2028
General Operating Surplus								
Prior Year Surplus	\$ 18,068,936	\$ 14,194,	.136	\$ 13,218,936	\$ 11,167,636	\$ 10,234,136	\$	9,821,536
Gaming Funds	2,142,538	2,261,		2,390,538	2,503,038	2,598,538	Y	2,683,938
	\$ 20,211,474	\$ 16,455		\$ 15,609,474		\$ 12,832,674	Ś	12,505,474
General Capital Surplus	Ψ 20,222,	¥ =0,100		Ψ 13,003,	Ψ 20,070,07	Ψ 12,002,07	Ψ	12,000,
Reserve For Future Expenditure								
(Unspent Capital in Prior Year)	\$ 1,249,886	\$	-	\$ -	\$ -	\$ -	\$	-
Unexpended Debt	733,700		,700	733,700	669,500	669,500	•	669,500
<u> </u>	\$ 1,983,586	\$ 733,		\$ 733,700	\$ 669,500	\$ 669,500	\$	669,500
Total General Surplus	\$ 22,195,060	\$ 17,188,	,874	\$ 16,343,174	\$ 14,340,174	\$ 13,502,174	\$	13,174,974
General Operating Reserves								
Risk Reserve	\$ 111,582	\$ 111,	,582	\$ 111,582	\$ 111,582	\$ 111,582	\$	111,582
Assessment Appeals	480,677	480,	,677	480,677	480,677	480,677		480,677
Police Contingency	1,284,719	1,234,	,719	1,184,719	1,134,719	1,084,719		1,034,719
Trees	148,354	133,	,354	118,354	103,354	88,354		73,054
	\$ 2,025,332	\$ 1,960	,332	\$ 1,895,332	\$ 1,830,332	\$ 1,765,332	\$	1,700,032
General Capital Reserves								
Machinery and Equipment	\$ 1,739,055	\$ 1,496,	,455	\$ 1,956,455	\$ 2,131,455	\$ 2,431,455	\$	3,356,455
Land Sale	827,696	75,	,395	75,395	75,395	75,395		75,395
New Works and Equipment	6,026,539	3,046,	,225	3,989,095	4,102,595	4,396,095		4,391,784
Community-Building Fund (Gas Tax)	2,265,143	1,955,	,343	1,846,343	1,686,343	1,526,343		1,566,343
<b>BC Growing Communities Grant</b>	7,763,486	1,905,	,286	1,005,286	505,286	505,286		505,286
Infrastructure Reserve	1,186,695	1,363,	,295	1,968,195	3,320,195	4,937,195		5,988,195
Housing Amenity	1,196,760	1,196,	,760	1,196,760	1,196,760	1,196,760		1,196,760
Parks Amenity	685,590	685,	,590	435,590	185,590	185,590		185,590
Public Parking	291,648	294,	,148	296,648	299,148	301,648		304,248
Parkland Acquisition	358,647		,647	358,647	358,647	358,647		358,647
	\$ 22,341,259	\$ 12,377,	,143	\$ 13,128,414	\$ 13,861,414	\$ 15,914,414	\$	17,928,702
Total General Reserves	\$ 24,366,591	\$ 14,337,	,476	\$ 15,023,746	\$ 15,691,746	\$ 17,679,746	\$	19,628,734
Total General Surplus and Reserves	\$ 46,561,651	\$ 31,526,	,350	\$ 31,366,920	\$ 30,031,920	\$ 31,181,920	\$	32,803,708
Development Cost Charges (DCC)								
Highways Facilities	\$ 6,908,542	\$ 6,908,	,542	\$ 6,908,542	\$ 6,908,542	\$ 6,908,542	\$	6,908,542
Storm Drain Facilities	2,875,910	2,875,	,910	2,875,910	2,875,910	2,743,710		2,743,710
Park Land Acquisition	1,459,869	1,459,		1,459,869	1,459,869	1,459,869		1,459,869
Total DCC	\$ 11,244,321	\$ 11,244,	,321	\$ 11,244,321	\$ 11,244,321	\$ 11,112,121	\$	11,112,121

To: Council File No.: 1705-20/1970-02

From: Director of Financial Services Date: April 24, 2024

Subject: 2024 Tax Rate Bylaw

#### **PURPOSE:**

To seek First second and third readings of Property Tax Rate Bylaw No. 3131, 2024.

#### **BACKGROUND:**

Per Section 197 of the Community Charter Each year, after adoption of the financial plan but before May 15, a council must, by bylaw, impose property value taxes for the year by establishing tax rates for

- a) the municipal revenue proposed to be raised for the year from property value taxes, as provided in the financial plan, and
- b) the amounts to be collected for the year by means of rates established by the municipality to meet its taxing obligations in relation to another local government or other public body.

#### **DISCUSSION:**

The 2024 Property Tax Rates Bylaw No. 3131, 2024 contains tax rates for the following organizations

- City of Courtenay,
- Vancouver Island Regional Library
- Comox Valley Regional District (General Assessment Based Services)
- Comox Valley Regional District (Hospital Assessment Based Services)
- Comox Strathcona Regional Hospital District
- Municipal Finance Authority of BC
- BC Assessment Authority
- Downtown Courtenay Business Improvement Area

The City collects taxes on behalf of these organizations and is responsible for distribution of taxes collected. The total taxation to be collected is \$63,326,000 of which the portion that goes to fund City operations is \$34,007,000 which represents 54% of the total.

#### **POLICY ANALYSIS:**

2024-2028 Consolidated Financial Plan Bylaw No. 3130 authorizes the revenue to be collected and spending to be completed in the year. The financial plan bylaw must be adopted prior to the tax rate bylaw.

#### **FINANCIAL IMPLICATIONS:**

The annual property tax rate bylaw sets the property tax rates per \$1,000 of assessed property value. The tax rate bylaw itself does not authorize spending or revenue collection it is simply the tool to provide the property taxation revenue as identified in the Financial Plan bylaw.

## **ADMINISTRATIVE IMPLICATIONS:**

Once the property tax rate bylaw is adopted staff will prepare the annual property tax notices that will be mailed out starting mid-May. From there the annual collection process starts with a busier than normal

City hall. Normally there is a rush when people first receive their property tax notice, and then a final rush leading up to the deadline which is July 2, 2024.

If property taxes remain unpaid after the July 2, 2024 deadline a 10% penalty is applied to the outstanding balance on current years taxes. There is no daily interest charged on current years unpaid taxes until January 1, 2025. Unpaid taxes from 2024 carrying over to 2025 are considered in arears and are charged daily interest until paid. Unpaid taxes from 2023 carrying over to 2025 are considered delinquent and are also charged daily interest until paid. Interest is only charged on the outstanding balance of taxes. Interest rates are dictated by the Province.

#### **PUBLIC ENGAGEMENT:**

Staff would inform the public based on the IAP2 Spectrum of Public Participation:

	Increasing Level of Public Impact											
	Inform	Consult	Involve	Collaborate	Empower							
Public participation goal	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.							

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#### **OPTIONS:**

- 1. THAT Council give first, second and third reading to the "Property Tax Rates Bylaw No. 3131, 2024".
- 2. THAT Council provide alternative direction to staff.

### **ATTACHMENTS:**

1. Property Tax Rates Bylaw No. 3131, 2024

Prepared by: Adam Langenmaier, BBA, CPA, CA, Director of Financial Services, Chief Financial Officer

Concurrence: Geoff Garbutt, M.Pl., MCIP, RPP, City Manager (CAO)

## THE CORPORATION OF THE CITY OF COURTENAY

### **BYLAW NO. 3131**

# A bylaw to impose rates on all taxable lands and improvements

Whereas pursuant to the provisions of the *Community Charter* the Council must each year, by bylaw, impose property value taxes on all land and improvements according to the assessed value thereof, by establishing rates for:

- a. the municipal revenue proposed to be raised for the year from property value taxes, as provided in the financial plan, and
- b. the amounts to be collected for the year by means of rates established by the municipality to meet its taxing obligations in relation to another local government or other public body;

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 "Property Tax Rates Bylaw No. 3131, 2024".
- 2. The following rates are hereby imposed and levied for the year 2024:
  - A. For all lawful general purposes of the municipality, on the assessed value of land and improvements taxable for general municipal purposes, rates appearing in column "A" of the schedule attached hereto and forming a part of this bylaw hereof:
  - B. For purposes of the Vancouver Island Regional Library on the assessed value of land and improvements taxable for general municipal purposes, rates appearing in column "B" of the schedule attached hereto and forming a part of this bylaw hereof;
  - C. For purposes of the Comox Valley Regional District on the assessed value of land and improvements taxable for general municipal purposes, rates appearing in column "C" of the schedule attached hereto and forming a part of this bylaw hereof;
  - D. For purposes of the Comox Valley Regional District on the assessed value of land and improvements taxable for general hospital purposes, rates appearing in Column "D" of the schedule attached hereto and forming a part of this bylaw hereof:

- E. For purposes of the Comox-Strathcona Regional Hospital District on the assessed value of land and improvements taxable for hospital purposes, rates appearing in column "E" of the schedule attached hereto and forming a part of this bylaw hereof:
- F. For purposes of the Municipal Finance Authority on the assessed value of land and improvements for general municipal purposes, rates appearing in column "F" of the schedule attached hereto and forming a part of this bylaw hereof.
- G. For purposes of the B.C. Assessment Authority on the assessed value of land and improvements for general municipal purposes, rates appearing in column "G" of the schedule attached hereto and forming a part of this bylaw hereof.
- H. For purposes of the Downtown Courtenay Business Improvement Area on the assessed value of land and improvements for general municipal purposes, rates appearing in column "H" of the schedule attached hereto and forming a part of this bylaw hereof.

Mayor	Deputy Corporate Officer
Thiany passed and adopted this day of May, 20	27
Finally passed and adopted this day of May, 20	24
Read a third time this day of April, 2024	
Read a second time this day of April, 2024	
Read a first time this day of April, 2024	

# BYLAW NO. 3131, 2024

# **SCHEDULE**

# Tax Rates (dollars of tax per \$1000 taxable value)

	Property Class	A General Municipal	<u>B</u> Library	C Regional District (rates applied to general assessment)	<u>D</u> Regional District (rates applied to hospital assessment)	<u>E</u> Regional Hospital District	<u>F</u> Municipal Finance Authority	G B.C. Assessment Authority	H Downtown Courtenay Business Improve- ment Area
1.	Residential	2.5473	0.1430	0.3306	03466	0.2580	0.0002	0.0347	0.0000
2.	Utilities	40.0000	2.2446	5.1904	1.2131	0.9030	0.0007	0.4359	0.0000
3.	Supportive Housing	2.5473	0.1430	0.3306	0.3466	0.2580	0.0002	0.0000	0.0000
4.	Major Industry	30.0000	1.6837	3.8934	1.1785	0.8772	0.0007	0.4359	0.0000
5.	Light Industry	9.3386	0.5247	1.2133	1.1785	0.8772	0.0007	0.0963	1.4675
6.	Business / Other	10.9332	0.6133	1.4183	0.8492	0.6321	0.0005	0.0963	1.4675
8.	Recreation / Non- Profit	3.6372	0.2044	0.4728	0.3466	0.2580	0.0002	0.0347	0.0000
9.	Farm	2.7176	0.1530	0.3537	0.3466	0.2580	0.0002	0.0347	0.0000

## THE CORPORATION OF THE CITY OF COURTENAY

# **BYLAW NO. 2988, 2024**

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

WHEREAS pursuant to Section 194 of the *Community Cha*rter, a Council may impose fees with respect to all or part of a service of the municipality, the use of municipal property, or the exercise of authority to regulate, prohibit or impose requirements;

AND WHEREAS the Council of the Corporation of the City of Courtenay has established parks and recreation as a municipal service;

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 the "Corporation of the City of Courtenay Fees and Charges Amendment Bylaw No. 2988, 2024."
- 2. That "City of Courtenay Fees and Charges Bylaw No. 1673, 1992" be amended as follows:
  - (a) That Schedule of Fees and Charges, Section IV, Appendix I "Recreation Facility Rental and User Fees" be hereby repealed and substituted therefore by the following attached hereto and forming part of this bylaw:
    - "Schedule of Fees and Charges Section IV, Appendix I Recreation Facility Rental and User Fees"
- 3. This bylaw shall come into force and effect on September 1, 2024.

Mayor Bob Wells	Corporate Officer, Kate O'Connell
Finally passed and adopted this 24th day of Apri	I, 2024
Read a third time this 10 <sup>th</sup> day of April, 2024	
Read a second time this 10 <sup>th</sup> day of April, 2024	
Read a first time this 10 <sup>th</sup> day of April, 2024	

# **SCHEDULE A-1**

# INDOOR RECREATION FACILITY RENTAL AND USER FEES

# SMALL ROOMS

Fee Category	Rate Type	September 1, 2024	September 1, 2025	September 1, 2026	September 1, 2027	September 1, 2028
Minor or Senior	Hourly	\$8.50	\$8.75	\$9.00	\$9.25	\$9.50
NPO Indigenous NPO	Daily	\$42.50	\$43.75	\$45.00	\$46.25	\$47.50
Adult Not-For- Profit,	Hourly	\$17.00	\$17.25	\$17.50	\$17.75	\$18.00
Government, School Districts	Daily	\$85.00	\$86.25	\$87.50	\$88.75	\$90.00
Community Use	Hourly	\$25.50	\$26.00	\$26.50	\$27.00	\$27.50
(Excludes NPO)	Daily	\$127.50	\$130.00	\$132.50	\$135.00	\$137.50
Private Event, Fundraising, or	Hourly	\$34.00	\$34.75	\$35.50	\$36.25	\$37.00
NPO Commercial use	Daily	\$140.00	\$155.00	\$165.00	\$175.00	\$185.00
	Hourly	\$42.50	\$43.25	\$44.00	\$45.00	\$46.00
Commercial Use	Daily	\$212.50	\$216.25	\$220.00	\$225.00	\$230.00

Room Name	Facility		
Soroptomist Lounge	Florence Filberg		
Solopionist Lounge	Centre		
	Florence Filberg		
Craft Room	Centre		
Upstairs Gallery	Lewis Centre		
Multipurpose Room	LINC Youth Centre		
Parlour Room	Native Sons Hall		

# **SCHEDULE A-2**

# INDOOR RECREATION FACILITY RENTAL AND USER FEES

# **MEDIUM ROOMS**

Fee Category	Rate Type	September 1, 2024	September 1, 2025	September 1, 2026	September 1, 2027	September 1, 2028
Minor or Senior NPO	Hourly	\$12.75	\$13.00	\$13.25	\$13.50	\$13.75
Indigenous NPO	Daily	\$63.75	\$65.00	\$66.25	\$67.50	\$68.75
Adult Not-For-Profit,	Hourly	\$25.50	\$26.00	\$26.50	\$27.00	\$27.50
Government, School Districts	Daily	\$127.50	\$130.00	\$132.50	\$135.00	\$137.50
Community Use	Hourly	\$38.25	\$39.00	\$39.75	\$40.50	\$41.25
(Excludes NPO)	Daily	\$191.25	\$195.00	\$198.75	\$202.50	\$206.25
Private Event, Fundraising, or	Hourly	\$38.25	\$40.00	\$45.00	\$50.00	\$55.00
NPO Commercial use	Daily	\$191.25	\$200.00	\$225.00	\$250.00	\$275.00
Communication	Hourly	\$63.75	\$65.00	\$66.25	\$67.50	\$68.75
Commercial Use	Daily	\$318.75	\$325.00	\$331.25	\$337.50	\$343.75

Room Name	Facility	Room Name	Facility
1/2 Activity Room	Lewis Centre	Games Room	LINC Youth Centre
Meeting Room	Lewis Centre	Evergreen Lounge	Florence Filberg Centre
1/2 Multi-purpose Hall	Lewis Centre	1/2 Rotary Hall	Florence Filberg Centre
Craft Room A	Lewis Centre	Lower Lodge Room	Native Sons Hall
Craft Room B	Lewis Centre	Lower Dining Room	Native Sons Hall
Pre-school Room	Lewis Centre	Meeting Room	Valley View Clubhouse
Tsolum Building	Park Outbuilding	Meeting Room	Bill Moore Fieldhouse
Salish Building	Park Outbuilding	Meeting Room	Lawn Bowling

# **SCHEDULE A-3**

# INDOOR RECREATION FACILITY RENTAL AND USER FEES

# **LARGE ROOMS**

Fee Category	Rate Type	September 1, 2024	September 1, 2025	September 1, 2026	September 1, 2027	September 1, 2028
Minor or Senior NPO	Hourly	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00
Indigenous NPO	Daily	\$210.00	\$210.00	\$210.00	\$210.00	\$210.00
Adult Not-For-Profit, Government, School	Hourly	\$40.00	\$45.00	\$50.00	\$55.00	\$60.00
Districts	Daily	\$280.00	\$315.00	\$350.00	\$385.00	\$420.00
Community Use	Hourly	\$50.00	\$65.00	\$75.00	\$85.00	\$89.00
(Excludes NPO)	Daily	\$350.00	\$455.00	\$525.00	\$595.00	\$623.00
Private Event, Fundraising,	Hourly	\$75.00	\$85.00	\$95.00	\$105.00	\$118.25
or NPO Commercial use	Daily	\$525.00	\$595.00	\$665.00	\$735.00	\$827.75
Commercial Use	Hourly	\$136.50	\$139.25	\$142.00	\$144.75	\$147.75
	Daily	\$955.50	\$974.75	\$994.00	\$1,013.25	\$1,034.25

Room Name	Facility
Vern Nichol's Gym	Lewis Centre
Multipurpose Hall	Lewis Centre
Activity Room	Lewis Centre
Skatepark	LINC Youth Centre
1/2 Conference Centre (A or B)	Florence Filberg Centre
Rotary Hall	Florence Filberg Centre
Lower Lodge and Dining Room	Native Sons Hall

# **SCHEDULE A-4**

# INDOOR RECREATION FACILITY RENTAL AND USER FEES

# NATIVE SONS HALL – GRAND HALL

Fee Category	Rate Type	September 1, 2024	September 1, 2025	September 1, 2026	September 1, 2027	September 1, 2028
Minor or Senior NPO	Hourly	\$29.50	\$30.00	\$30.50	\$31.00	\$31.50
Indigenous NPO	Daily	\$265.50	\$270.00	\$274.50	\$279.00	\$283.50
Adult Not-For- Profit, Government,	Hourly	\$59.00	\$60.25	\$61.50	\$62.75	\$64.00
School Districts	Daily	\$531.00	\$542.25	\$553.50	\$564.75	\$576.00
Community	Hourly	\$60.00	\$70.00	\$80.00	\$90.00	\$95.25
Use (Excludes NPO)	Daily	\$540.00	\$630.00	\$720.00	\$810.00	\$860.00
Private Event, Fundraising, or	Hourly	\$80.00	\$90.00	\$100.00	\$110.00	\$127.25
NPO Commercial use	Daily	\$720.00	\$810.00	\$900.00	\$990.00	\$1,145.25
Commercial	Hourly	\$147.00	\$150.00	\$153.00	\$156.00	\$159.00
Use	Daily	\$1,323.00	\$1,350.00	\$1,377.00	\$1,404.00	\$1,431.00

# **SCHEDULE A-5**

# INDOOR RECREATION FACILITY RENTAL AND USER FEES

# FLORENCE FILBERG CENTRE CONFERENCE CENTRE

Fee Category	Rate Type	September 1, 2024	September 1, 2025	September 1, 2026	September 1, 2027	September 1, 2028
Minor or Senior	Hourly	\$34.50	\$35.25	\$36.00	\$36.75	\$37.50
NPO Indigenous NPO	Daily	\$310.50	\$317.25	\$324.00	\$330.75	\$337.50
Adult Not-For-	Hourly	\$68.75	\$70.25	\$71.75	\$73.25	\$74.75
Profit, Government, School Districts	Daily	\$618.75	\$632.25	\$645.75	\$659.25	\$672.75
Community Use	Hourly	\$80.00	\$90.00	\$95.00	\$105.00	\$111.75
(Excludes NPO)	Daily	\$720.00	\$810.00	\$855.00	\$945.00	\$1,005.75
Private Event, Fundraising, or	Hourly	\$85.00	\$105.00	\$120.00	\$135.00	\$148.75
NPO Commercial use	Daily	\$765.00	\$945.00	\$1,080.00	\$1,215.00	\$1,338.75
	Hourly	\$172.00	\$175.50	\$179.00	\$182.50	\$186.25
Commercial Use	Daily	\$1,548.00	\$1,579.50	\$1,611.00	\$1,642.50	\$1,676.25

# **SCHEDULE A-7**

# INDOOR RECREATION FACILITY ADDITIONAL CHARGES

# KITCHEN ADD ON AND ADDITIONAL SERVICES

Fee Category:	Rate Type	September 1, 2024	September 1, 2025	September 1, 2026	September 1, 2027	September 1, 2028
VIHA	Per Use	\$55.50	\$56.50	\$57.75	\$59.00	\$60.25
Certified Kitchen	Daily	\$154.00	\$160.00	\$170.00	\$181.50	\$185.25
Non-VIHA Certified Kitchen	Per Use	\$39.25	\$40.00	\$40.75	\$41.50	\$42.25
	Daily	\$86.25	\$88.00	\$89.75	\$91.50	\$93.25

# **Additional Service Fees:**

- A) The City of Courtenay will recover the cost of additional services and staff labour costs for set-up and tear-down of rented space based on a cost recovery basis.
- B) Third party costs incurred by the City on behalf of facility rental users will be charged back to the facility rental user on a cost recovery basis.

# SCHEDULE B PARKS AND PLAYING FIELDS RENTAL AND USER FEES

Facility	Hourly	Daily	Per Use	Minor	Minor Day	Adult Game	Adult Practice
Playing Fields							
Lewis Park							
Field, soccer/football/rugby				N/C		\$33.75	\$16.75
½ Field,				N/C		N/A	\$8.50
soccer/football/rugby				N/C		N/C	N/C
Horseshoe Pits				N/C		N/C	N/C
Tennis Courts Ball Diamonds				N/C		\$23.50	\$9.50
		\$42.50		14/0	\$16.00	Ψ20.00	ψ3.50
Tournaments/Special Events	\$2.75	Ψ-2.50			ψ10.00		
Lights - Minor ½ Field Lights - Minor Full Field	\$5.50						
Lights - Adult ½ Field	\$5.50						
Lights - Adult Full Field	\$10.75						
Showers	ψ10.70		\$35.75				
Bill Moore Park			Ψσσσ				
Field, soccer/football/rugby				N/C		\$33.75	\$16.75
½ Field,				N/C			\$8.50
soccer/football/rugby							•
Ball Diamonds				N/C		\$23.50	\$8.50
Tournaments/Special Events		\$42.50			\$16.00		
Lights - Minor ½ Field	\$2.75						
Lights - Minor Full Field	\$5.50						
Lights - Adult ½ Field	\$5.50						
Lights - Adult Full Field	\$10.75						
Showers			\$35.75				
Martin Park							
Field 1				N/C			\$8.50
Hockey Box				N/C	N/C	\$29.75	
Ball Diamonds				N/C	N/C		Prohibited
Tournaments/Special Events					\$16.00		Prohibited
Puntledge Park							
Field, soccer/football/rugby				N/C	N/C		\$8.50
½ Field, soccer/football/rugby				N/C	N/C		
Ball Diamonds				N/C	N/C	\$12.75	\$7.50

Facility	Hourly	Daily	Per Use	Minor	Minor Day	Adult Game	Adult Practice
Playing Fields							
Valley View							
Field, soccer/football/rugby				N/C	N/C	\$33.75	\$16.50
½ Field, soccer/football/rugby				N/C	N/C		\$8.50
Ball Diamonds				N/C	N/C	\$21.50	\$8.50
Tournaments/Special Events		\$42.50			\$16.00	•	,
Showers		-	\$35.75		· · · · · · · · · · · · · · · · · · ·		
Woodcote							
Field, soccer/football/rugby				N/C	N/C	\$33.75	\$16.75
½ Field, soccer/football/rugby				N/C	N/C		\$8.50
Tournaments/Special Events		\$42.50			\$16.00		
Arden		<del>* 12100</del>			<b>*</b> * * * * * * * * * * * * * * * * * *		
Fields 1 & 2				N/C	N/C	\$12.75	\$7.50
½ Field							\$8.50
Tournaments/Special Events		N/C			N/C		
Courtenay Elementary							
Fields 1 & 2				N/C			Prohibited
½ Field							
Queneesh							
Fields 1 & 2		\$31.75		N/C	\$16.00	\$33.75	\$16.75
½ Field				N/C			\$8.50
Glacier View							
Fields 1 & 2				N/C	N/C	\$12.75	\$8.50
½ Field				N/C	N/C		\$7.50
G.P. Vanier							
Fields 1, 2 & 3		\$38.00		N/C	\$16.00		\$16.75
½ Field				N/C			\$8.50
Lights - Minor Full Field	\$5.50						
Lights - Adult Full Field	\$10.50						
Field, soccer/football/rugby						\$33.75	
Ball Diamonds							\$12.75
Ball Diamonds - ½ practice							\$7.50
Huband Park							
Field 1				N/C	N/C		Prohibited
½ Field				N/C	N/C		

Facility	Hourly	Daily	Per Use	Minor	Minor Day	Adult Game	Adult Practice
Playing Fields							
Isfeld Senior							
Field 1		\$38.00		N/C	\$16.00	\$33.75	\$16.75
½ Field				N/C			\$8.50
Lake Trail - Upper							
Field 1				N/C			
½ Field				N/C			\$8.50
Field, soccer/football/rugby						\$33.75	\$16.75
Ball Diamonds		\$31.75			\$16.00	\$12.75	
Ball Diamonds - ½ practice							\$7.50
Lake Trail - Lower							
Field 1				N/C			
½ Field				N/C			\$8.50
Field, soccer/football/rugby						\$33.75	\$16.75
Ball Diamonds		\$31.75			\$16.00	\$12.75	
Ball Diamonds - ½ practice							\$7.50

Facility	Hourly	Daily	Per Use
Simms Millenium Park			
Rotary Centennial Pavilion			
Sponsored	No Chg	No Chg	
Sponsored w/Vending		To be negotiated	
Sponsored w/PA			\$30.50
Community	\$21.50	\$106.00	
Community w/Vending	\$26.50	\$132.50	
Community w/PA			\$31.00
Private	\$26.50	\$132.50	
Private w/Vending	\$31.50	\$159.00	
Private w/PA			\$36.50
Commercial	\$79.50	\$398.00	
Commercial w/Vending	\$90.00	\$447.25	
Commercial w/ PA			\$104.00
Knights of Columbus BBQ			
Community			\$21.50
Private			\$31.50
Commercial			\$53.00
Park Booking (non-playing field)			
Charity Events	No Chg	No Chg	
Community	\$10.75	\$53.00	
Private	\$15.75	\$79.00	
Major Events	To be negotiat		
Courtenay Parks	Excluding: Pun Riverway AND	tledge, Harmston, C Marina Park	ourtenay
Park Booking (non-playing field)			
Charity Events	No Chg	No Chg	
Community	\$10.75	\$53.00	
Private	\$15.75	\$79.00	
Major Events	To be negotiat	ed	

# **SCHEDULE C**

# **MEMORIAL POOL FACILITY RENTAL FEES**

Facility	Hourly	Daily	Per Use
Memorial Pool			
Community 100 - 150 people	\$140.25		
Community 50 - 99 people	\$119.75		
Community 49 people & under	\$89.25		
Commercial 50 - 100 people	\$234.50		
Private 100 - 150 people	\$176.00		
Private 50 - 99 people	\$145.25		
Private 49 people & under	\$125.00		
Schools 100 - 150 people	\$119.75		
Schools 50 - 99 people	\$94.25		
Schools 49 people & under	\$68.75		
Bday Party ½ pool under 30 ppl	\$68.75		
Bday Party pool under 60 ppl	\$125.00		

# A bylaw to amend Council Procedure Bylaw No. 2730, 2013.

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

#### Citation

1. This Bylaw shall be cited as "Council Procedure Amendment Bylaw No. 3132".

#### **Amendments**

- 2. "Council Procedure Bylaw No. 2730, 2013" is amended as follows:
  - a) Remove section 13 (10);
  - b) Remove the word "delegation" from s. 35.1(1);
  - c) Remove sections 32(3), 32(4), and 32(5);
  - d) Replace section 20(6) with "Before third reading, Council may amend, strike out or add clauses";
  - e) Remove section 29; and
  - f) Add the following as the new section 9 (6) (d): "When participating electronically, members must make best efforts to participate using facilities that enable participants and the public to clearly watch and hear the member's participation."

Mayor Bob Wells	Corporate Officer, Kate O'Connell
Adopted this 24 <sup>th</sup> day of April, 2024.	
April 3 <sup>rd</sup> , 2024.	
Public notice per s. 94 and s.124(3) of the 0	Community Charter provided March 27 <sup>th</sup> and
Read a third time this 13 <sup>th</sup> day of March, 20	24.
Read a second time this 13 <sup>th</sup> day of March,	2024.
Read a first time this 13 <sup>th</sup> day of March, 202	24.