

REGULAR MEETING OF COUNCIL AGENDA

DATE: July 13, 2020
TIME: 4:30 p.m.
LOCATION: Enderby City Hall

1. **APPROVAL OF AGENDA**
2. **ADOPTION OF MINUTES**
- 2.1. Meeting Minutes of June 15, 2020 Page 1
3. **BUSINESS ARISING FROM THE MINUTES AND/OR UNFINISHED BUSINESS**
4. **REPORTS**
- 4.1. Mayor and Council Reports Verbal
- 4.2. RDNO Building Permit Summary for June 2020 Page 6
5. **NEW BUSINESS**
- 5.1. Hazardous Materials Response Control Renewal with City of Vernon, 2020-23 Page 7
Memo prepared by Chief Administrative Officer dated July 9, 2020
- 5.2. Hubert Avenue and 3rd Avenue Award of Construction Contract Page 15
Memo prepared by Chief Administrative Officer dated July 9, 2020
- 5.3. 2020 Grant – Okanagan Film Commission Page 18
Memo prepared by Chief Financial Officer dated July 3, 2020
- 5.4. Board of Variance Appointments Page 19
Memo prepared by Planner and Deputy Corporate Officer dated June 18, 2020
- 5.5. Inclusion of 117 Cliffview Drive in the City of Enderby Community Heritage Register Page 21
Memo prepared by Planner and Deputy Corporate Officer dated June 25, 2020
- 5.6. Public Murals Verbal
Discussion led by Councillor Tundra Baird
- 5.7. Considerations for Safely Reopening Council Meetings to the Public Verbal
Discussion led by Chief Administrative Officer
- 5.8. CEPF: 2020 Emergency Operations Centres and Training Program Page 24
Correspondence dated May 28, 2020

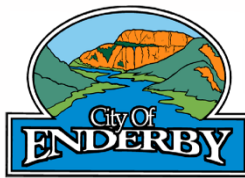
5.9. CEPF: 2020 Flood Risk Assessment, Flood Mapping and Flood Mitigation Planning – Approval Agreement & Terms of Conditions of Funding Page 26
Correspondence dated June 5, 2020

5.10. Chamber of Commerce: City Letter of Support for Local Radio Station Page 29
Correspondence dated July 6, 2020

6. CLOSED MEETING RESOLUTION

Closed to the public, pursuant to Section 90 (1) (e) (j) and (k) of the *Community Charter*

7. ADJOURNMENT



THE CORPORATION OF THE CITY OF ENDERBY

Minutes of a **Regular Meeting** of Council held on Monday, June 15, 2020 at 4:30 p.m. in Council Chambers

Present: Mayor Greg McCune
Councillor Tundra Baird
Councillor Brad Case
Councillor Roxanne Davyduke
Councillor Raquel Knust
Councillor Brian Schreiner
Councillor Shawn Shishido

Staff: Chief Administrative Officer – Tate Bengtson
Chief Financial Officer – Jennifer Bellamy
Planner and Deputy Corporate Officer – Kurt Inglis
Secretary Clerk – Laurel Grimm

Other: None

APPROVAL OF AGENDA

Moved by Councillor Schreiner, seconded by Councillor Baird
“THAT the June 15, 2020 Council Meeting agenda be approved as amended by adding the late item Canada Day Event – Proposed Street Closure under New Business.”

CARRIED

ADOPTION OF MINUTES

Council Meeting Minutes of June 1, 2020
Moved by Councillor Davyduke, seconded by Councillor Case
“THAT the June 1, 2020 Council Meeting minutes be adopted as circulated.”

CARRIED

DEVELOPMENT MATTERS

Housing Agreement Authorization Bylaw No. 1703, 2020 - 709 Russel Avenue
Moved by Councillor Case, seconded by Councillor Baird
“THAT Council adopts the Housing Agreement Authorization Bylaw No. 1703, 2020.”

CARRIED

BUSINESS ARISING FROM THE MINUTES AND/OR UNFINISHED BUSINESS

None

REPORTS

Mayor and Council Reports

Councillor Case

Councillor Case gave a brief update on the flooding on Riverdale Drive.

Councillor Davyduke

Portfolio update on Community Futures:

- Momentum: Women’s Business Accelerator is a business accelerator program designed to help women entrepreneurs gain unique skills, network, and build opportunities to reach their goals. Further information can be accessed through the Community Futures website.
- COVID-19 Business Supports from Community Futures (RRRF):
 - o The RRRF includes two components:
 - \$675 million to support regional economies, businesses, organizations and communities in regions all across Canada, through the Regional Economic Development Agencies (RDA's);
 - \$287 million to support the national network of Community Futures Development Corporations, which will specifically target small businesses and rural communities across the country.

Councillor Shishido

Nothing to report at this time.

Councillor Baird

No opening date confirmed for the Okanagan Regional Library. There will be an Okanagan Rail Trail meeting on June 29, 2020.

Councillor Knust

Happy to report that the Harvest Hut is operational and currently looking for volunteers.

The lab at the Enderby Medical Clinic will be open for limited hours Monday to Tuesday.

Moved by Councillor Knust, seconded by Councillor Baird

“THAT a letter be sent to Interior Health asking for clarification on lab staffing and operating hours”.

CARRIED

Councillor Schreiner

Will be attending a meeting at the Regional District of North Okanagan on Wednesday, June 17, 2020.

Chief Administrative Officer

Preparing to Tender out the 3rd Avenue and Hubert Avenue Road Reconstruction project. 3rd Avenue will commence in 2020 and Hubert Avenue will begin in Spring 2021. Federal approval has been received for the scope change on the Bawtree Bridge Water Line and it is anticipated that works will commence soon.

RDNO Building Permit Summary for May 2020

Moved by Councillor Knust, seconded by Councillor Baird

“THAT Council receives and files the RDNO Building Permit Summary for May 2020”.

CARRIED

NEW BUSINESS

Municipal Asset Management Program Grant Application

Moved by Councillor Shishido, seconded by Councillor Schreiner

“THAT Council directs staff to submit a grant application under the Federation of Canadian Municipalities’ Municipal Asset Management Program for the purposes of refining the City of Enderby’s asset register, at a total project cost of \$21,800;

AND THAT Council confirms that the City of Enderby is willing to provide overall grant management for the aforementioned grant activities;

AND FURTHER THAT Council authorizes a 20% local contribution of \$4,360 towards the aforementioned grant activities.”.

CARRIED

Mobile Vendor Request - Interior Lunch Box Food Truck

Moved by Councillor Knust, seconded by Councillor Case

“THAT Council grants permission for the Interior Lunch Box Food Truck (Wayne Allen) to operate as a mobile vendor in the grassy area east of the Water Treatment Plant, at Tuey Park and Barnes Park as shown on the attached Schedule ‘A’, subject to the following conditions:

- 1. The operator must obtain a City of Enderby Business License;*
- 2. The operator must pay the annual rental fee of \$100;*
- 3. The operator shall be solely responsible for ensuring their vehicular access to the site;*
- 4. The operator’s use of the land is on an ‘as-is’ basis, and must not be changed from that state without the express written permission of the City; and*
- 5. The operator only locates a portable washroom facility on site subject to a management plan satisfactory to staff that will control for nuisance and abuse, and otherwise provides alternate means for sanitation and hygiene.*

CARRIED

Temporary Business Use of Community Digital Billboard Policy and Temporary Sidewalk Encroachment Policy

Moved by Councillor Baird, seconded by Councillor Shishido

“THAT Council adopts the attached Temporary Business Use of Community Digital Billboard Policy;

AND THAT Council adopts the attached Temporary Sidewalk Encroachments Policy.”

CARRIED

Canada Day Event – Proposed Street Closure

Discussion on Canada Day proposal from the Enderby and District Chamber of Commerce and the Enderby Legion Branch No. 98. Council discussed Provincial requirements and guidance and reviewed how other communities were celebrating Canada Day in light of the risks of COVID-19. Council observed that most communities were focusing upon safe virtual celebrations and expressed its desire to see something similar.

Moved by Councillor Schreiner, seconded by Councillor Baird

“THAT the City of Enderby does not support the road closure requests for parts of Cliff Avenue and Belvedere Street on July 1, 2020 by the Enderby and District Chamber of Commerce and the Enderby Legion Branch No. 98.”

CARRIED

OPPOSED Councillor Case

Moved by Councillor Davyduke, seconded by Councillor Case

“THAT the City of Enderby contributes \$1000 to the Enderby and District Chamber of Commerce to host a “Virtual Canada Day” Event as well as an additional \$500 for “Enderby Bucks” to be used as prizes for the virtual event.”

CARRIED

PUBLIC QUESTION PERIOD

No public was present.

CLOSED MEETING RESOLUTION

Moved by Councillor Baird, seconded by Councillor Davyduke (5:34 p.m.)

“That, pursuant to Section 92 of the Community Charter, the regular meeting convene In-Camera to deal with matters deemed closed to the public in accordance with Section 90 (1) (k) of the Community Charter.”

CARRIED

ADJOURNMENT

Moved by Councillor Davyduke, seconded by Councillor Baird
“That the regular meeting of June 15, 2020 adjourn at 6:08 p.m.”

CARRIED

MAYOR

CORPORATE OFFICER

RDNO Building Permits Issued Comparison for Year/Month - Summary

Area: **CITY OF ENDERBY**

Category: **BUILDING PERMITS**

Year: **2020** Month: **06**

Folder Type	2020 / 06			2019 / 06			2020 to 06			2019 to 06		
	Permits Issued	Res. Units Created	Building Value	Permits Issued	Res. Units Created	Building Value	Permits Issued	Res. Units Created	Building Value	Permits Issued	Res. Units Created	Building Value
ACCESSORY BUILDING	0	0	0	0	0	0	0	0	0	0	0	0
AGRICULTURAL BUILDING	0	0	0	0	0	0	0	0	0	0	0	0
COMMERCIAL BUILDING	0	0	0	0	0	0	0	0	0	0	0	0
DEMOLITION	0	0	0	0	0	0	0	0	0	0	0	0
END - ACCESSORY BUILDING	1	0	25,000	0	0	0	1	0	25,000	0	0	0
END - COMMERCIAL BUILDING	2	1	635,000	0	0	0	3	1	645,000	1	0	95,000
END - DEMOLITION	0	0	0	0	0	0	1	0	0	2	0	15,000
END - INDUSTRIAL BUILDING	0	0	0	0	0	0	0	0	0	0	0	0
END - MODULAR HOME	0	0	0	0	0	0	1	1	423,000	0	0	0
END - MULTI FAMILY DWELLING	0	0	0	0	0	0	0	0	0	0	0	0
END - PLUMBING	0	0	0	0	0	0	0	0	0	0	0	0
END - SIGN	0	0	0	0	0	0	1	0	15,000	1	0	65,000
END - SINGLE FAMILY DWELLING	2	2	308,000	0	0	0	5	8	1,239,000	1	0	480,000
INDUSTRIAL BUILDING	0	0	0	0	0	0	0	0	0	0	0	0
INSTITUTIONAL	0	0	0	0	0	0	0	0	0	0	0	0
MANUFACTURED HOME	0	0	0	0	0	0	0	0	0	0	0	0
MODULAR HOME	0	0	0	0	0	0	0	0	0	0	0	0
MULTI FAMILY DWELLING	0	0	0	0	0	0	0	0	0	0	0	0
PLUMBING	0	0	0	0	0	0	0	0	0	0	0	0
POOL	0	0	0	0	0	0	0	0	0	0	0	0
RETAINING WALL	0	0	0	0	0	0	0	0	0	0	0	0
SIGN	0	0	0	0	0	0	0	0	0	0	0	0
SINGLE FAMILY DWELLING	0	0	0	0	0	0	0	0	0	0	0	0
SOLID FUEL BURNING APPLIANCE	0	0	0	0	0	0	0	0	0	0	0	0
Report Totals	5	3	968,000	0	0	0	12	10	2,347,000	5	0	655,000

Agenda

THE CORPORATION OF THE CITY OF ENDERBY

MEMO

To: Mayor and Council
From: Tate Bengtson, CAO
Date: July 9, 2020
Subject: Hazardous Materials Response Contract Renewal with City of Vernon, 2020-23

RECOMMENDATION

THAT Council authorizes the Mayor and Chief Administrative Officer to execute the Hazardous Materials Response Contract with the City of Vernon for 2020-23.

BACKGROUND

There are four sites operated by the City of Enderby which use materials requiring a hazardous materials response service. These materials are ammonia, chlorine, and sulphur dioxide which are used, respectively, for ice chilling, water and wastewater disinfection, and dechlorination prior to discharge to a receiving environment. The sites are the arena, the water treatment plant, the Shuswap well, and the wastewater treatment plant. Vernon Fire Rescue has historically provided this service for the City of Enderby.

There is an availability fee that Enderby pays on an annual basis to Vernon to assist with the fixed costs of hazardous materials response (such as site visits for pre-incident planning, maintenance, and training) plus an hourly rate should a response be required. The 2019 availability cost per site was \$1548.47 while the 2020 cost per site under the new contract is \$1611, which represents a 4.04% change. Thereafter, the contract will be adjusted for inflation at a flat rate of 2% per annum. The net impact of this is \$250, which is divided amongst water treatment (50%), wastewater treatment (25%) and parks (25%). There are also variable costs should Enderby require a response, which are based on Vernon Fire Rescue labour and equipment rates.

Operationally, the City had historically been required to provide a specified number of its own firefighters trained to the Awareness Level of NFPA 472 Hazardous Materials to assist with personnel decontamination at the incident scene; however, this has been changed to the Operations Level of NFPA 472. The Enderby & District Fire Department has bolstered its training on this front and has 10 members trained to the Operations Level of NFPA 472, with more to follow at the next training opportunity. There are provisions in the contract to bring in additional Vernon Fire Rescue decontamination personnel should the need arise.

While it is hoped that a hazardous materials response under this contract may never be triggered, it serves a valuable role with respect to the safety of the City's facilities and personnel, as well as the broad public, in the event of an emergency or failure.

Respectfully submitted,



Tate Bengtson
Chief Administrative Officer

THIS AGREEMENT made this _____ day of _____, 20 ____

BETWEEN

CITY OF VERNON

3400 30th Street
Vernon, B.C.
V1T 5E6

(the "Service Provider")

AND

CITY OF ENDERBY

619 Cliff Avenue, P.O. Box 400
Enderby, B.C.
VOE IVO

(the "Customer")

OF THE SECOND PART

WHEREAS the Service Provider owns specialized HazMat equipment (the "Equipment") and has trained personnel able to respond to Ammonia/Chlorine/Sulphur Dioxide incidents (the "A/C/SD Team") from the Service Provider's Fire hall; and

WHEREAS the Customer has requested the Service Provider to provide an A/C/SD Team to perform emergency work at specified sites on an as needed basis within the Customer's fire service area;

NOW THEREFORE in consideration of the terms and conditions set out in this Agreement the parties agree as follows:

Emergency Incidents

1. The Customer's Fire Chief or designate may, in his or her sole discretion, request that the Service Provider dispatch the A/C/SD Team and its Equipment to perform emergency services related to the accidental release of Ammonia, chlorine, or Sulphur Dioxide gases (the "HazMat Services"), at the facilities listed in Schedule "A" to this Agreement, if he or she considers that the Customer's own resources are not able to effectively perform the task.
2. Upon receipt of a request for HazMat Services from the Customer's Fire Chief or designate and if the A/C/SD Team and the Equipment are available, the Service Provider shall dispatch the A/C/SD Team and Equipment to the Customer. Reasonable efforts will be made to provide response arrival within one (1) hour of the Customer's request.

3. Nothing in this Agreement shall be construed to require the Service Provider to deploy the A/C/SD Team, the Equipment or otherwise provide HazMat Services to the Customer if the Service Provider's Fire Chief or designate has determined that the A/C/SD Team or Equipment are required to provide services within the Service Provider's usual fire service area.
4. The Equipment will be housed and transported in a trailer with tow vehicle and the A/C/SD Team will be comprised of 1 Officer and 4 Firefighters trained to mitigate the accidental release of Ammonia, Chlorine, or Sulphur Dioxide gases.
5. The Customer is responsible for ensuring that the Fire Department in its fire service area has been trained to the Operations Level of NFPA 472 Hazardous Materials and is proficient in emergency and tactical decontamination procedures and that a minimum of four (4) trained firefighters are available to assist the A/C/SD Team in providing the HazMat Services. If the customer is unable to supply the minimum trained firefighters from within its Fire Department or through a mutual aid agreement, the Customer may request the additional decontamination personnel from the Service Provider. If the additional resources are available they will be provided by the Service Provider at an additional per Firefighter rate. The Customer acknowledges and agrees that these initiatives are essential to ensure compliance with NFPA 472 and WorkSafe BC regulations in the handling of A/C/SD incidents.
6. The Customer's Fire Chief or Designate shall remain in command during an incident to which the A/C/SD Team has been dispatched. The A/C/SD Team will report to the Customer's Fire Chief or Designate and only provide the HazMat Services contained in this Agreement. Where technical matters related to the operation of the A/C/SD Team arise, the Customer's Fire Chief or Designate and the Service Provider's A/C/SD Team leader dispatched with the A/C/SD Team shall co-operate in the best interests of all parties and bystanders.
7. The Customer shall provide a resource person to the A/C/SD Team that is familiar with the facility and its operations upon arrival of the A/C/SD Team at an incident. The Customer acknowledges and agrees that any repairs to the facility's systems are not the responsibility of the A/C/SD Team.
8. As soon as the incident to which the A/C/SD Team and Equipment has been dispatched has been brought under control, which determination shall be made by the Customer's Fire Chief or Designate and the Service Provider's A/C/SD Team Leader. The Customer's Fire Chief or Designate shall release the A/C/SD Team and Equipment.
9. The Service Provider's Fire Chief or designate may, in his or her sole discretion, authorize the removal at any time of the A/C/SD Team and Equipment from the incident to which the A/C/SD Team has been dispatched if in his or her sole discretion the A/C/SD Team and Equipment are required to provide adequate service within the usual fire service area of the Service Provider.
10. The Service Provider shall not be liable for any loss, costs, damages and expenses whatsoever in connection with failure to supply the A/C/SD Team and Equipment for any reason whatsoever, or for any delay in arrival of the A/C/SD Team or Equipment or the removal of the A/C/SD Team for any reason whatsoever. Without limiting the foregoing, the Service Provider shall not be liable for any damages in the event of a mechanical breakdown or malfunction of the A/C/SD Equipment, or in the event of a bridge or road closure or natural disaster which delays or completely prevents the Service Provider's response to a request from the Customer for assistance under this Agreement.

Costs/Fees

11. All start-up costs to provide an A/C/SD Team to the Customer will be borne by the Service Provider and will include all necessary initial training to meet or exceed WorkSafe BC regulations and all initial equipment including trailer and tow vehicle.
12. The Customer shall pay to the Service Provider, upon execution of this Agreement, \$1611.03 per facility. On each anniversary date thereafter, for the term of this Agreement, the annual fee will be invoiced and will reflect an annual increase of two percent (2%) compounded.
13. Where the Customer requests the Service Provider to dispatch the A/C/SD Team and Equipment, and the Service Provider does dispatch the A/C/SD Team and Equipment, the Customer shall pay to the Service Provider \$2250.00 for the first 2 hours and \$1122.00 for every hour thereafter for the HazMat Services. If additional firefighters are requested by the Customer for decontamination, the Customer will be subject to a charge per additional firefighter of \$450.00 for the first 2 hours and \$225.00 for every hour thereafter for the HazMat services. On each anniversary date thereafter, for the term of this Agreement, the call out rates for the first 2 hours, and every hour thereafter, shall increase by two and one half percent (2.5%) compounded. The Customer shall pay to the Service Provider any amount required to be paid under this section within 30 days of receipt of an invoice from the Service Provider.

Termination

14. The Service Provider and the Customer shall each have the right to terminate this Agreement for any reason by giving the other one (1) years written notice. The Customer agrees that if it terminates this Agreement, it shall not be entitled to a return of all or any portion of the annual fee or other amount paid by the Customer to the Service Provider.

General

15. The Customer shall be liable for all losses, costs, damages, fines, penalties and expenses of any kind incurred or suffered by the Service Provider and its officers, employees, contractors, agents, invitees, successors and assigns, including but not limited to damage to or loss of property and loss of use thereof, and injury to or death of a person or persons resulting from or in connection with the performance, purported performance, or non-performance of any services provided by the Service Provider under this Agreement, excepting only where such losses, costs, damages, fines, penalties and expenses are as a result of the sole negligence of the Service Provider.

The Customer shall defend, indemnify, release and save harmless, the Service Provider and its officers, employees, contractors, agents, invitees, successors and assigns from and against all claims, demands, actions, proceedings, and liabilities whatsoever and all losses, orders, fines, penalties, costs, and expenses (including the full amount of all legal fees and expenses) that may be brought against, or suffered or incurred by the Service Provider or any of its officers, employees, contractors, agents, invitees, successors or assigns in relation to or resulting from the performance, purported performance, or non-performance of any services under this Agreement, including without limitation, all claims, demands, actions, proceedings, and liabilities that may arise in connection with the conditions in section 10 of this Agreement, excepting only where such claim, demand, action proceeding or liability is based on the sole negligence of the Service Provider.

The indemnity and release in this section will survive the termination of this Agreement.

16. The term of this Agreement shall be from August 13, 2020 to August 13, 2023 for a term of three (3) years from the date of execution, unless terminated earlier by either party pursuant to section 14. Upon execution of this Agreement all previous Agreements are hereby terminated and all terms and conditions of previous Agreements deemed null and void.
17. This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia.
18. 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 the Service Provider and the Customer.
19. If any provision of this Agreement is held invalid by a court of competent jurisdiction, the invalid provision shall be severed and the decision that it is invalid will not affect the validity of the remainder of the Agreement.
20. The provisions in this Agreement constitute the entire agreement between the parties and supersede all previous communications, representations, warranties, covenants and agreements, whether verbal or written, between the parties with respect to the subject matter of this Agreement.
21. The Customer (City of Enderby) are responsible for all records generated by a response pursuant to this Agreement.
22. Whenever in this Agreement it is required that written notice be given by either party to the other, the notice shall be sufficiently communicated if delivered personally or sent by registered mail, to the Customer at the following address:

CITY OF ENDERBY
619 Cliff Avenue, P.O. Box 400
Enderby, B.C.
VOE 1 V0

Attention: Corporate Officer

And to the Service Provider at the following address:

CITY OF VERNON
3400 — 30th St.
Vernon, B.C.
V1T 5E6

Attention: Corporate Officer

If forwarded by registered mail, notice shall be deemed to have been served on the fifth business day following the date it was mailed.

IN WITNESS WHEREOF the parties have executed this agreement on the respective dates written below:

CITY OF VERNON by its authorized signatories:

Chief Administrative Officer

Corporate Officer

CITY OF ENDERBY by its authorized signatories:

END OF PAGE

LOCATIONS

- 1) Enderby Arena
1605 Kate Street
Enderby, B.C.
- 2) Water Treatment Plant
700 Railway Street
Enderby, B.C.
- 3) Waste Water Treatment
Plant 2308 McGowan Street
Enderby, B.C.
- 4) Shuswap Well
Mabel Lake Road
Enderby

Agenda

THE CORPORATION OF THE CITY OF ENDERBY

MEMO

To: Mayor and Council
From: Tate Bengtson, CAO
Date: July 9, 2020
Subject: Hubert Avenue and 3rd Avenue Award of Construction Contract

RECOMMENDATION

THAT Council awards the construction contract for the 2020-21 capital road projects, those being 3rd Avenue and that portion of Hubert Avenue west of George Street, in the amount of \$1,126,004.82 plus GST, to Mounce Construction, in accordance with the attached recommendation of award letter provided by Monaghan Engineering & Consulting.

BACKGROUND

Tenders for the 2020-21 road capital projects, those being 3rd Avenue and that portion of Hubert Avenue west of George Street, were opened on Wednesday, July 8, 2020 at 3pm. Tendering was competitive, with eight general contractors submitting bids. The lowest compliant bidder was Mounce Construction at \$1,126,004.82 plus GST. The bid price was below estimates by \$104,092.68.

Attached to this memorandum is the Recommendation of Award letter from Monaghan Engineering & Consulting, which is administering the contract. This is the price for the construction portion of the project; it does not include costs associated with contingency and engineering.

Council should note that an apparent lower bid was submitted by Mountainside Earthworks; however, this bid materially failed to conform to the tender instructions such that it had to be rejected so that the City does not breach its legal obligations under tendering law.

The City has worked with Mounce Construction on several projects previously and is confident in the company's capability to perform the work.

Respectfully submitted,



Tate Bengtson
Chief Administrative Officer



July 9, 2020
File 1584.27/28

Tate Bengtson
City of Enderby
619 Cliff Avenue
PO Box 400
Enderby BC V0E 1V0

Dear Mr. Bengtson

**Reference: Recommendation of Award
Hubert Ave and 3rd Ave Reconstruction – 1584.27/28-COE**

Tenders for the above captioned project were received and opened July 8, 2020 at 3 PM at the office of Monaghan Engineering & Consulting Ltd. In total, eight tenders were received and opened. All tenders were checked for compliance and mathematical errors. A summary and the corrected totals, excluding GST, for each tender are as follows:

Mountain Side Earthworks Ltd.	Rejected due to non-compliance
Mounce Construction Ltd.	\$ 1,126,004.82
Acres Enterprises Ltd	\$ 1,128,992.00
Double T Dirtworx	\$ 1,164,356.00
D Webb Contracting Ltd.	\$ 1,171,695.50
Chapman Industries Ltd.	\$ 1,323,095.28
Bennett Contracting Ltd.	\$ 1,410,537.53
Tybo Contracting Ltd.	\$ 1,619,373.00

Although Mountain Side Earthworks had the lowest apparent announced tender price, their tender is not valid and must be rejected, as they are missing one of the Appendices of the Form of Tender, Appendix 1B – Schedule of Quantities and Unit Prices for Stage B – Hubert Ave. IT 5.3.1 of the MMCD states that a tender must include Appendix 1 – Schedules of Quantities and Unit Prices, whereas half of this was missing in Mountain Side's tender. This omission in itself is a material defect and thus this tender must be rejected. Secondly, IT 15.4(d) states that in no event shall page totals in the Schedule of Quantities and Unit Prices or the Total Tender Price be used to calculate missing extended totals or unit prices. We are missing 7 pages of Unit Prices and Extended Totals. Without Unit Prices, there is no basis to pay the Contractor for the work in a Unit Price Contract.

The lowest compliant tender was received from Mounce Construction Ltd., with a tender price of \$1,126,004.82 plus GST, for a total contract price of \$1,182,305.06.

3710B 28th Street
Vernon BC V1T 9X2
250-503-1023

Other minor mathematical errors were found in four of the tenders. These errors were corrected per IT 15.4 which states the Unit Prices govern if there are discrepancies between the Unit Prices and the Extended Totals. These mathematical corrections did affect the tender order. The errors were found in the tenders from Double T Dirtworx, D Webb Contracting, Bennet Contracting and Tybo Contracting and ranged in a total correct change of \$0.50 to \$5,808.50.

Our office has worked with Mounce Construction Ltd successfully in the past, on several project, including some in Enderby (Cliff Ave and Mill/Maud). Both the company and their superintendent named for the work, have good reputations on local projects that are similar in size and scope and it is our opinion they are capable of successfully completing this work. Based on the above we therefore recommend that the City of Enderby accept the tender price submitted by Mounce Construction Ltd. and award the project to them, subject to budget availability.

Please confirm we can:

- Reject the tender submitted by Mountain Side Earthworks Ltd.;
- Provide a Notice of Award to Mounce Construction Ltd.; and
- Return the Bid Bond for the third lowest compliant tenderer, Double T Dirtworx and all other tenders ranking below them.

Once we have issued the Notice of Award to Mounce Construction Ltd. and have the required contract documents in place we will return the Bid Bond to Acres Enterprises Ltd, the second lowest compliant tenderer.

Should you have any questions or require further clarification, please do not hesitate to contact the undersigned at your convenience.

Sincerely,

Monaghan Engineering & Consulting Ltd.



Curtis Hodges, P.Eng
Project Manager

Agenda

THE CORPORATION OF THE CITY OF ENDERBY

MEMO

To: Tate Bengtson, CAO
From: Jennifer Bellamy, CFO
Date: July 3, 2020
Subject: 2020 Grant – Okanagan Film Commission

RECOMMENDATION

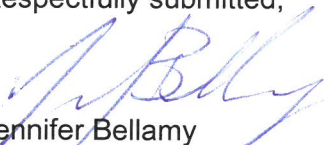
THAT Council approves providing a \$1,100 grant to the Okanagan Film Commission from the Community Recovery/Response Fund.

BACKGROUND

During the 2020 budget discussions, several of the annual grants that are typically provided, were either removed or reallocated to a Community Recovery/Response Fund. These measures were undertaken in response to COVID-19 to reduce the taxation impact for 2020 and to reallocate the grants to where they would be most needed. One of the grants that was eliminated was \$1,100 for the Okanagan Film Commission, on the assumption that this sector would not be active in 2020.

Since the time of budget adoption, BC had entered Phase 3 of its Restart Plan, which includes the film industry. As this sector has a positive economic benefit regionally and locally, staff are recommending that the original grant value be restored to support the Okanagan Film Commission's initiatives.

Respectfully submitted,


Jennifer Bellamy
Chief Financial Officer

Agenda

THE CORPORATION OF THE CITY OF ENDERBY

MEMO

To: Tate Bengtson, Chief Administrative Officer
From: Kurt Inglis, Planner and Deputy Corporate Officer
Date: June 18, 2020
Subject: Board of Variance Appointments

RECOMMENDATION

THAT Council appoints Pat Doorn, Bettyann Kennedy, and John Brennan to serve on the City of Enderby Board of Variance.

BACKGROUND

As per the *Local Government Act*, any community which has enacted a Zoning Bylaw is required to establish and appoint a Board of Variance (BOV), which is an independent body that has the power to grant minor variances and exemptions in situations where compliance with particular Bylaws or legislation would cause a person undue hardship.

The jurisdiction of the BOV is to:

1. Grant minor variances to zoning regulation relating to the siting, size, and dimensions of buildings or structures;
2. Grant minor variances to tree protection bylaws established under section 8(3)(c) [fundamental powers - trees] of the *Community Charter*;
3. Grant an exemption to a prohibition of a structural alteration or addition under section 911(5) [non-conforming uses and siting] of the *Local Government Act*;
4. Grant minor variances to subdivision servicing requirements under section 938(1)(c) [subdivision servicing requirements] of the *Local Government Act* in areas zoned for agricultural or industrial use;
5. Set aside a Building Inspectors determination of the percentage of destruction of a non-conforming building or structure under section 911(8) [non-conforming uses and siting] of the *Local Government Act*, in which case the Board would make their own determination under section 911(8) in its place; and
6. Order that the provisions of a terminated land use contract may continue to apply for a specified period of time ending no later than June 30, 2024.

Council tasked the Economic Development Committee with recommending three individuals to be appointed by Council to serve on the BOV. The Economic Development Committee have recommended the following three individuals for Council consideration:

1. Pat Doorn
2. Bettyann Kennedy
3. John Brennan

All of the aforementioned individuals are qualified to serve on the BOV, in accordance with Section 535.2.a.b of the *Local Government Act* (they are not members of the local government or officers/employees of the local government), and have verbally stated that they are willing to serve on the BOV. Given this, Staff are recommending that Council appoints Pat Doorn, Bettyann Kennedy, and John Brennan, to serve on the City of Enderby BOV.

Respectfully Submitted,



Kurt Inglis
Planner and Deputy Corporate Officer

THE CORPORATION OF THE CITY OF ENDERBY

MEMO

To: Tate Bengtson, Chief Administrative Officer
From: Kurt Inglis, Planner and Deputy Corporate Officer
Date: June 25, 2020
Subject: Inclusion of 117 Cliffview Drive in the City of Enderby Community Heritage Register

RECOMMENDATION

THAT in accordance with Section 598 (1) of the *Local Government Act*, Council resolves to include the property legally described as *Lot 3 Block 1 Plan KAP1094 Section 26 Township 18 Range 9 Meridian Land District 25 and Lot 4 Block 1 Plan KAP1094 Section 26 Township 18 Range 9 Meridian Land District 25 Except Plan M8147*, and located at 117 Cliffview Drive, Enderby BC, in the City of Enderby Community Heritage Register;

AND THAT Council endorses the attached Statement of Significance for the aforementioned property;

AND THAT in accordance with Section 598(3) of the *Local Government Act*, Council directs Staff to give notice to the Minister of Forests, Lands, Natural Resource Operations and Rural Development of the inclusion of the aforementioned property in the City of Enderby Community Heritage Register.

BACKGROUND

A Community Heritage Register (CHR) is a heritage planning tool that identifies local places which embody a community's heritage values and character-defining elements. A CHR provides information regarding the heritage value of a property, while improving education and awareness of local heritage within a community. A CHR does not provide heritage protection to properties on the Register.


When Staff engaged with a Heritage Planner through the Heritage Branch of the Provincial government as part of the City's most recent Official Community Plan review, the Heritage Planner recommended the establishment of a CHR as a highly effective tool for educating and raising awareness regarding heritage values and resources, while in no way encumbering a property. At the Regular Council meeting of March 4, 2019, Enderby City Council formally established the CHR for the City of Enderby, with the Drill Hall and City Hall buildings being included in the Register. Although the City's CHR only focuses on civic properties, Council established that should residential or commercial property owners request that their properties be added, the requests would be referred to the Enderby & District Heritage Commission for input and evaluation.

The City subsequently received its first request from a residential property to be included on the CHR, with Andrew and Teri Kivari of 117 Cliffview Drive requesting that their property be included given its heritage value. Council forwarded the request to the Enderby & District Heritage Commission for input

and evaluation. The Heritage Commission evaluated the property and confirmed that it does have significant heritage value, and recommended that Council support including it in the CHR.

Staff are now recommending that Council resolves to include 117 Cliffview Drive in the City of Enderby Community Heritage Register, endorses the attached Statement of Significance for the property, and directs Staff to notify the Minister of Forests, Lands, Natural Resource Operations and Rural Development of the inclusion of the property in the City's CHR.

Respectfully Submitted,



Kurt Inglis
Planner and Deputy Corporate Officer

**117 Cliffview Drive
Enderby, BC
Built in 1909**

Description

A one-storey bungalow, built in 1909, is located on the property at 117 Cliffview Drive. The historic place includes the entirety of the dwelling.

Heritage Value

The heritage home at 117 Cliffview Drive is valued for its history and unique architectural style.

The subject property was originally part of a larger tract of land owned by Mr. Lawes in the early 1900's, who was a pioneer of the community. This large tract of land was subdivided in 1909 to create the subject parcel, which was sold to A. Sutcliffe, a government agent and bookkeeper at the Columbia Flouring Mill. In 1909, Sutcliffe contracted J.S. Johnstone to construct a home on the property featuring cement block construction. The property was purchased by the Revel family in 1948 and remained in the family until 2012.

Character Defining Elements

Key elements that define the heritage character of the one-storey bungalow at 117 Cliffview Drive include:

- Hipped roof
- Open porch extending along the front of the house
- Dormer on the front façade of the house
- Cement block construction

Agenda



May 28, 2020

Tate Bengtson
Chief Administrative Officer
City of Enderby
Enderby
BC, BC V0E 1V0

RE: CEPF: 2020 Emergency Operations Centres and Training Program – Approval Agreement & Terms of Conditions of Funding – IN CONFIDENCE

Dear Tate Bengtson,

Thank you for submitting an application under the 2020 Emergency Operations Centres funding stream under the Community Emergency Preparedness Fund. I am pleased to inform you in confidence that the Evaluation Committee has approved funding for your project, *Equipment and Supplies*, in the amount of \$24,900.00 .

As outlined in the Program & Application Guide, grant payments will be issued when the approved project is complete and UBCM has received and approved the required final report and financial summary. The Ministry of Public Safety and Solicitor General has provided funding for this program and the general Terms & Conditions are attached. In addition, in order to satisfy the terms of the contribution agreement, we have the following requirements:

- (1) This approval agreement is required to be signed by the CAO or designate and returned to UBCM;
- (2) To provide the Province of BC with the opportunity to make announcements of funding approvals under this program, please keep information regarding this funding approval in confidence until June 30, 2020;
- (3) The funding is to be used solely for the purpose of the above named project and for the expenses itemized in the budget that was approved as part of your application;
- (4) All expenditures must meet eligibility requirements as defined in the Program & Application Guide;
- (5) All project activities must be completed within 12 months and no later than May 31, 2021;
- (6) The Final Report Form is required to be submitted to UBCM within 30 days of the project end date and no later than June 30, 2021;

- (7) Any unused funds must be returned to UBCM within 30 days of project end date;
- (8) The approved public bodies are required to comply with the Freedom of Information and Protection of Privacy Act (FoIPPA) and ensure that any collected personal information about an identifiable individual as part of the approved project is compliant with the residency and sovereignty requirements of that legislation.

Please note that descriptive information regarding successful applicants will be posted on the UBCM and/or the provincial government websites, and all final report materials will be made available to the provincial government.

On behalf of the Evaluation Committee, I would like to congratulate you for responding to this opportunity to develop EOC capacity to support the resiliency of BC communities. If you have any questions, please contact Local Government Program Services at 250-387-4470 or cepf@ubcm.ca.

Sincerely,



Rebecca Bishop
CEPF Program Officer – VIA EMAIL

cc: Kurt Inglis, Planner and Deputy Corporate Officer

Enclosure

Approval Agreement (to be signed by the CAO or designate)	
I, _____, have read and agree to the Terms & Conditions, and the requirements for funding under the 2020 Emergency Operations Centres funding stream.	
_____	_____
Signature, Title	Date

Please return a scanned copy of the signed Approval Agreement to cepf@ubcm.ca

June 5, 2020

Sent via email

Tate Bengtson
Chief Administrative Officer
City of Enderby
Box 400
Enderby, BC V0E 1V0

RE: CEPF: 2020 Flood Risk Assessment, Flood Mapping and Flood Mitigation Planning – Approval Agreement & Terms of Conditions of Funding – IN CONFIDENCE

Dear Tate Bengtson,

Thank you for submitting an application for the 2020 Flood Risk Assessment, Flood Mapping and Flood Mitigation Planning funding stream under the Community Emergency Preparedness Fund.

I am pleased to inform you **in confidence** that the Evaluation Committee has approved funding for your project, *Flood Mapping and Risk Assessment*, in the amount of \$120,000.00.

As outlined in the Program & Application Guide and in this letter, an initial grant payment of \$60,000.00, equal to 50% of the approved grant, will be issued when the signed Approval Agreement is received. The balance will be paid when the approved project is complete and UBCM has received and approved the Final Report and financial summary.

The Ministry of Transportation & Infrastructure has provided funding for this program and the general Terms & Conditions are attached. In addition, in order to satisfy the terms of the contribution agreement, we have the following requirements:

- (1) This approval agreement is required to be signed by the CAO, Band Manager, or designate and returned to UBCM;
- (2) To provide the Province of BC with the opportunity to make announcements of funding approvals under this program, please keep information regarding this funding approval in confidence until July 10, 2020;
- (3) The funding is to be used solely for the purpose of the above named project and for the expenses itemized in the budget that was approved as part of your application;
- (4) All expenditures must meet eligibility requirements as defined in the Program & Application Guide;

- (5) All spatial data acquired/produced with CEPF funds must meet BC LiDAR standards and be provided to the Province of BC with free and clear access and distribution rights, specifically a perpetual, royalty-free, non-exclusive, worldwide license to use, reproduce, modify and distribute, any and all of the spatial data products acquired/produced using CEPF funding.
- (6) All project activities must be completed within 12 months and no later than June 5, 2021;
- (7) The Final Report Form is required to be submitted to UBCM within 30 days of the project end date and no later than July 5, 2021;
- (8) Any unused funds must be returned to UBCM within 30 days following the project end date;
- (9) As a condition of grant approval, recipients may be required to meet with Emergency Management BC and/or the Ministry of Forests, Lands, Natural Resource Operations and Rural Development, or applicable provincial agencies, to discuss the project prior to commencing work.

Please note that descriptive information regarding successful applicants under the 2020 Flood Risk Assessment, Flood Mapping and Flood Mitigation Planning grant program will be posted on the UBCM and/or the provincial government website and all final report materials will be made available to the Province of BC.

On behalf of the Evaluation Committee, I would like to congratulate City of Enderby for responding to this opportunity to assess and plan for flood risks in your community to support the resiliency of BC communities.

If you have any questions or if your approved application includes a component that may be affected by COVID-19 restrictions, please feel welcome to contact Local Government Program Services at 250-387-4470 or cepf@ubcm.ca.

Sincerely,



Rebecca Bishop
CEPF Program Officer

cc: Kurt Inglis, Planner

Enclosure

Approval Agreement (to be signed by the CAO, Band Manager or equivalent)

I, _____, have read and agree to the general Terms & Conditions and the requirements for funding under the 2020 Flood Risk Assessment, Flood Mapping and Flood Mitigation Planning funding stream.

Signature

Date

City of Enderby

Please return a scanned copy of this signed Approval Agreement to cepf@ubcm.ca

Tate Bengtson

From: General Manager <info@enderbychamber.com>
Sent: Monday, July 6, 2020 3:20 PM
To: Tate Bengtson
Subject: City Letter of Support for Local Radio Station
Attachments: DRAFT-Programming-Schedule GRR.xls

Hi Tate,

Groundrod Radio Ltd is commencing with its CRTC application, and would like to see if the Council would draft a letter of support for the station in the community.

Please find enclosed a general outline of the draft programming schedule. You can see the wealth of local, indigenous and community content (along with some great Canadian and classic rock music you can hear on the station's livestream).

If you need more information, please feel free to let me know, and I will provide it as promptly as possible.

Groundrod Radio intends to keep the City of Enderby abreast of its progression through the CRTC application process, and of its live broadcasting date. At this point in the process, all that is required is a letter from the City saying that it has no objections to the establishment of local community radio (and ideally, that it would find it of benefit for the City and the region).

Please bear in mind, you are viewing the website in its beta form; it will continue to evolve.

Thank you,

Clyde.

Music Genre

Suggested broadcast content and specialty shows

Music Formats			Broadcast
Genre	Style	Notes	Content
Folk	Acoustic		y
Folk Blues	Acoustic		y
Blues	Acoustic, R&B	Electric blues	y
Classic Blues	The pioneers of	Electric Blues	y
Electric Blues	Modern	Blues	y
Jazz	All Jazz	new and old	y
Modern Jazz	Contemporary	Jazz	y
R & B	Contemporary	Rhythm & Blues Pop	y
Soul	R&B with Pop	music overtones (from th	y
Folk Rock	Acoustic	Rock	y
Rock and Roll	Early	Rock and Roll	y
Classic Rock	60's to 80's	Electric Classic Rock	y
Modern Rock	Contemporary	Rock	y
Hard Rock	Hard	Rock	Evening
Early Country Music	Acoustic		y
Classic Country	Electric	Country	y
Contemporary Country	Pop	Country	Y
Classical Music	Orchestra	based	Some
Opera	Operatic		Some
Hip Hop	HipHop		Evening
Electronic	Modern	Electronic	Evening

Some Content is better suited for Evening and Weekend broadcast.

Thursday Night Hard Rock TBD

Friday Evening Classic Rock TBD