

### REGULAR MEETING OF COUNCIL AGENDA

DATE:March 3, 2025TIME:4:30 p.m.LOCATION:Council Chambers, Enderby City Hall

The public may attend this meeting in person or by means of electronic facilities.

The City of Enderby uses Zoom for its electronic facilities and encourages those who are unfamiliar with the application to test it in advance; for technical support, please contact Zoom.

The access codes for this meeting are:

Meeting ID: 856 0934 9471 Passcode: 381734

If you would like to attend this meeting by means of electronic facilities and do not have a computer or mobile phone capable of using Zoom, please let us know and we can provide you with a number that you can call in from a regular telephone.

When applicable, public hearing materials are available for inspection at <a href="http://www.cityofenderby.com/hearings/">www.cityofenderby.com/hearings/</a>

- 1. LAND ACKNOWLEDGEMENT We respectfully acknowledge that we are on the traditional and unceded territory of the Secwepemc.
- **2. APPROVAL OF AGENDA** THAT the March 3, 2025 Council Meeting agenda be approved as circulated.

### 3. ADOPTION OF MINUTES

3.1 <u>Meeting Minutes of February 18, 2025</u> THAT the February 18, 2025 Council Meeting minutes be adopted as circulated.

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### 4. DELEGATIONS

4.1 <u>Enderby & District Arts Council</u> Neil Fidler, President

### 5. DEVELOPMENT MATTERS AND RELATED BYLAWS

- 5.1
   Development Variance Permit #0077-25-DVP-END
   Page 20

   Legal:
   LOT 1 DISTRICT LOT 150 KAMLOOPS (FORMERLY OSOYOOS)

   DIVISION YALE DISTRICT PLAN KAP58637

   Address:
   1605 Kate Street, Enderby BC

   Applicants:
   Corporation of the City of Enderby

   Owners:
   Corporation of the City of Enderby
  - 5.1.1 Public Input Development Variance Permit #0077-25-DVP-END

- 5.1.2 Permit Issuance – Development Variance Permit #0077-25-DVP-END THAT Council authorizes the issuance of a Development Variance Permit for the property legally described as LOT 1 DISTRICT LOT 150 KAMLOOPS (FORMERLY OSOYOOS) DIVISION YALE DISTRICT PLAN KAP58637 and located at 1605 Kate Street, Enderby BC, to permit variances the following sections of the City of Enderby Zoning Bylaw No. 1550. 2014:
  - Section 310.3.b by permitting an animated sign, as shown on the attached Schedule 'A'; and
  - Section 310.4.b by increasing the maximum copy area for a sign from 45% of the sign area to 100% of the sign area, as shown on the attached Schedule 'A'.

#### 6. CONTINUING BUSINESS AND BUSINESS ARISING FROM COMMITTEES AND DELEGATIONS

- 7. **BYLAWS**
- 7.1 Parks, Recreation and Culture Fees Bylaw THAT Council adopts the bylaw cited as "The Corporation of the City of Enderby Parks, Recreation and Culture Fees Imposition Bylaw No. 1693, 2020 Amendment Bylaw No. 1806, 2025".

#### 8. REPORTS

- 8.1 Mayor and Council Reports
- 8.2 Area F Director Report
- 8.3 Chief Administrative Officer Report
  - 8.3.1 **Council Inquiries**

#### 9. **NEW BUSINESS**

- 9.1 License of Occupation with Sweet Iron Cafe Page 33 Memo prepared by Chief Administrative Officer dated February 17, 2025 THAT Council authorizes the Corporate Officer to execute the attached license of occupation with Sweet Iron Café, Ltd.
- 9.2 Date for Annual Our Enderby Clean-Up Challenge Memo prepared by Manager of Planning, Community Safety and Bylaw Compliance dated February 21, 2025 THAT Council endorses Saturday April 26, 2025 as the date for the Annual Our Enderby Clean-Up Challenge.
- 9.3 Enderby Farmers Market – Road Closure Application for 2025 Market Season Page 42 Memo prepared by Manager of Planning, Community Safety and Bylaw Compliance dated February 27, 2025 THAT Council receives the Enderby Farmers Market's Road Closure Application (2025 market season) for information.
- 9.4 City of Enderby Public Art Sculpture Program Memo prepared by Manager of Planning, Community Safety and Bylaw

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Compliance dated February 26, 2025 THAT Council approves the Terms and Conditions of the City of Enderby Public Art Sculpture Program, attached as Schedule 'A', and directs Staff to proceed with issuing a Call for Artists;

AND THAT Council tasks the Public Art Select Committee with evaluating the applications received through the Public Art Sculpture Program Call for Artists and identifying a preferred submission for Council consideration;

AND FURTHER THAT Council gives early budget approval to fund this initiative through taxation, valued at \$2,000 for the sculpture lease value and \$1,000 for installation and related costs.

### 10. PUBLIC QUESTION PERIOD

### 11. ADJOURNMENT



### THE CORPORATION OF THE CITY OF ENDERBY

Minutes of a **Regular Meeting** of Council held on Monday, February 18, 2025 at 4:30 p.m. in Council Chambers.

Present:Acting Mayor Shawn Shishido<br/>Councillor Tundra Baird<br/>Councillor Roxanne Davyduke<br/>Councillor David Ramey<br/>Councillor Brian Schreiner<br/>Councillor Sarah YerhoffAbsent:Mayor Huck GalbraithStaff:Chief Administrative Officer – Tate Bengtson<br/>Chief Financial Officer – Jennifer Bellamy<br/>Manager of Planning, Community Safety and Bylaw Compliance – Kurt Inglis<br/>Clerk-Secretary – Andraya Holmes

Other: Press and Public

### LAND ACKNOWLEDGEMENT

We respectfully acknowledge that we are on the traditional and unceded territory of the Secwepemc.

### APPROVAL OF AGENDA

Moved by Councillor Schreiner, seconded by Councillor Ramey *"THAT the February 18, 2025 Council Meeting agenda be approved as circulated."* 

CARRIED

### ADOPTION OF MINUTES

### Meeting Minutes of February 3, 2025

Councillor Shishido noted a typographic error on page 4 of the minutes of the meeting of February 3, 2025.

Moved by Councillor Ramey, seconded by Councillor Yerhoff *"THAT the February 3, 2025 Council Meeting minutes be adopted as amended."* 

CARRIED

### DEVELOPMENT MATTERS AND RELATED BYLAWS

### Development Variance Permit #0075-25-DVP-END

The Planner gave an overview of the application and read one written submission:

### Denise Ackerman, Community Parks & Recreation Coordinator, Columbia Shuswap Regional District

- Noted that the property is located near to the Shuswap North Okanagan Rail Trail lands and that there is no parking permitted in the Rail Trail right of way.

### Trent Sismey and Josh Bickle, Applicants

Reported that a site survey has been conducted that showed that storm water will be able to be contained on each proposed lot.

Council discussed storm drainage for the proposed lots and the potential impacts to Danforth Road of further industrial development.

Moved by Councillor Schreiner, seconded by Councillor Baird "THAT Council authorizes the issuance of a Development Variance Permit for the property legally described as LOT 9 DISTRICT LOT 226 OSOYOOS DIVISION YALE DISTRICT PLAN 151 EXCEPT: (1) PARCEL A (E10462) (2) PLAN 22948 and located at 247 Brickyard Road, Enderby, to permit variances to the following Sections of the City of Enderby Subdivision Servicing and Development Bylaw No. 1278, 2000:

- Section 6.0 of Schedule "A" by not requiring the provision of street lighting as part of the proposed subdivision shown on the attached Schedule 'A'; and
- Section 7.0 of Schedule "A" by not requiring the provision of underground wiring for power, telephone, and cablevision as part of the proposed subdivision shown on the attached Schedule 'A'.

AND THAT Council authorizes the issuance of a Development Variance Permit for the property legally described as LOT 9 DISTRICT LOT 226 OSOYOOS DIVISION YALE DISTRICT PLAN 151 EXCEPT: (1) PARCEL A (E10462) (2) PLAN 22948 and located at 247 Brickyard Road, Enderby, to vary Section 2.0 of Schedule "A" of the City of Enderby Subdivision Servicing and Development Bylaw No. 1278, 2000 by not requiring Danforth Avenue adjacent to the proposed lots to be constructed to the centreline of the road, as part of the proposed subdivision shown on the attached Schedule 'A', subject to the owner registering a covenant on the title of proposed Lot 1 which prohibits vehicular access to the property via Danforth Avenue;

AND FURTHER THAT Council authorizes the issuance of a Development Variance Permit for the property legally described as LOT 9 DISTRICT LOT 226 OSOYOOS DIVISION YALE DISTRICT PLAN 151 EXCEPT: (1) PARCEL A (E10462) (2) PLAN 22948 and located at 247 Brickyard Road, Enderby, to vary Section 5.0 of Schedule "A" of the City of Enderby Subdivision Servicing and Development Bylaw No. 1278, 2000 by not requiring the design and construction of a storm drainage system, as part of the proposed subdivision shown on the attached Schedule 'A', subject to the owner registering a covenant on the title of the proposed lots which states that no construction may occur without an on-site drainage design that has been accepted by the City of Enderby."

CARRIED

Development Variance Permit #0076-25-DVP-END

The Planner gave an overview of the application. There were no written submissions.

Moved by Councillor Schreiner, seconded by Councillor Davyduke "THAT Council authorizes the issuance of a Development Variance Permit for the property legally described as LOT 27 DISTRICT LOT 226 KAMLOOPS (FORMERLY OSOYOOS) DIVISION YALE DISTRICT PLAN 12866 EXCEPT PLANS 24497 AND KAP80446 and located at 159 Riverdale Drive, Enderby BC, to permit a variance to Section 308.4.a.iii of the City of Enderby Zoning Bylaw No. 1550, 2014 to reduce the minimum setback between an accessory residential building and any other building or structure from 3 m (9.842 feet) to 2.13 m (7 feet), as shown on the attached Schedule 'A'."

CARRIED

### **BYLAWS**

### Parks, Recreation and Culture Fees Bylaw

Chief Financial Officer gave an overview of the changes to fees for 2025.

Council discussed how fees for use of ball diamonds are calculated and how they compare to surrounding communities.

Council discussed the cost of use for sporting facilities and balancing increasing rates to cover more of the cost of the facilities versus keeping the facilities accessible to all who live in the community.

Moved by Councillor Baird, seconded by Councillor Schreiner "THAT Council gives first, second, and third readings of the bylaw cited as "The Corporation of the City of Enderby Parks, Recreation and Culture Fees Imposition Bylaw No. 1693, 2020 Amendment Bylaw No. 1806, 2025"."

CARRIED

### **REPORTS**

Mayor and Council Reports

### Councillor Davyduke

Registration for the Community Futures Enterprize Challenge has closed. The final showcase will take place in May.

A committee has been formed that is pursuing a community garden in Enderby.

The Seed Swap will be taking place on March 1<sup>st</sup>.

Councillor Yerhoff

Reported that volunteers are needed for the Seed Swap.

**Councillor Schreiner** 

Nothing to report.

### Councillor Ramey

Will be attending Okanagan Regional Library Board and Enderby Arts Council meetings tomorrow.

### Councillor Baird

The Enderby & District Services Commission held their budget meeting for 2025 and the meeting went well.

Attended a lantern-making workshop and the Winter Lantern Procession hosted by Runaway Moon Theatre.

### Acting Mayor Shishido

The Enderby & District Museum is hosting a games night at the Drill Hall on February 21st.

### Chief Administrative Officer

Construction contracts for the reservoir are being signed this week. A Construction Permit from Interior Health is expected later this week or early next. Construction is expected to start in early March. The bypass will be activated ahead of that date to start draining the reservoir.

The pool construction manager's contract has been converted to construction. The shop drawing review stage is in progress. This forms an important part of the submittal package that goes to Interior Health in order to obtain a Construction Permit. More details around a groundbreaking ceremony will be provided in the coming weeks.

Street sweeping is scheduled to occur on Good Friday, April 18th. The contractor may do a sweep on the highway earlier than that date to make the workload more manageable on the day of the community sweep.

The campground manager request for proposals has been extended for an additional several weeks. The term of the contract has also been changed from one to five years. There are still provisions to end the contract early with notice, but feedback received from the industry was that a one-year term did not offer sufficient certainty. So far, the market response to the revised contract has been positive, with inquiries from several persons or companies with prior campground management experience.

Two more interviews are scheduled this week for the Manager of Strategic Priorities and Community Services position.

A posting has been completed through the fire department for additional fire inspectors and there have been a number of expressions of interest. Interviews will begin soon. The timing will work well relative to when the new training curriculum is expected to be released by the Office of the Fire Commissioner.

### RDNO Building Permit Report - January 2025

Moved by Councillor Baird, seconded by Councillor Ramey

"THAT Council receives and files the RDNO Building Permit Report – January 2025."

CARRIED

### NEW BUSINESS

### 2025 Road Project - Granville Avenue West of George Street

Council discussed the bulbed curb, accessibility to Granville Getaway, the responsibility for removing private encroachments onto the road dedication, and traffic management during construction.

Moved by Councillor Baird, seconded by Councillor Davyduke *"THAT Council proceeds with renewing Granville Avenue west of George Street in 2025;*"

AND THAT Council funds the project through a combination of reserves, Community Works funds, and existing annual contributions from taxation to asset management, with an estimated cost, including contingency and engineering, of \$1,434,507;

AND FURTHER THAT Council authorizes staff to proceed with detailed design and procurement for the renewal of Granville Avenue west of George Street, with construction to occur in 2025."

CARRIED

### PUBLIC QUESTION PERIOD

Jackie Pearase, Rivertalk, asked if removing graffiti on the bridge is the responsibility of the City.

Chief Administrative Officer advised that graffiti removal on the bridge would be done by the Ministry of Transportation and Transit.

### ADJOURNMENT

Moved by Councillor Schreiner, seconded by Councillor Baird *"THAT the regular meeting of February 18, 2025 adjourn at 5:32 p.m."* 

CARRIED

ACTING MAYOR

CORPORATE OFFICER

*			40	ENC DN
	<b>REQUEST TO</b>	APPEAR AS	A DELEGATIO	DN C
City Of ENDERBY	On <u>3</u> Day	MARCH Month	2025	
Date of Request			- 	
Name of Person Making	Request <u>NEIL</u>	FIDLER		-
Name and Title of Prese	nter(s) <u>NEIL F</u>	IDLER PRESID	ENT ENDERBY + C	15TRICT
ANTS COUNCI	IL	3 		
Contact Information <u></u>	filler @ shaw.	Ca 250	308 6911	
Details of Presentation				
To pres EDAL year end	l report in a	supportd fu	nding request	
Desired Action from Cou	uncil (check all that	t apply)		
<ul> <li>Information Only</li> <li>Proclamation</li> <li>Funding Request</li> <li>Policy or Resolution</li> </ul>	on			
Please describe desired	action in detail			
Request sup	portive fundin	ng of	\$ 5,000	

Please attach any supporting documentation or presentation materials related to your delegation request. Please provide to staff at least one day in advance a digital copy of any presentation materials that you wish to have projected onto the conference screen.

- 1. Cover letter 2. EAAC year end report 3. Financial statement
- 4. 2025 projected budget Page No. 9 of 55



Box 757 Enderby, V0E 1V0

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February 24, 2025

City of Enderby 619 Cliff Ave., P.O. Box 400 Enderby, BC V0E 1V0,

Attn: Mayor Huck Galbraith and City Council

### Re: Financial Contribution to EDAC from the City of Enderby

The Enderby and District Arts Council continues to grow and increase its contribution to the people of Enderby and area. As you will see in our report we had a marked increase in daily visitors at the Art Centre and in the number of after hours activities. Add to this the financial return to local artists and the many events and art projects we have been able to achieve, the importance of the Arts Council to the community is self evident.

We are asking Council to approve a request in the amount of \$5,000 to help with our operating costs. We also remind Council that financial support from local government is a requirement to receiving funding from the BC Arts Council.

We have attached our 2024 Annual Report, 2024 Financial Statement, 2025 Proposed Budget Thank you for your support in this matter.

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Neil Fidler President Enderby and District Arts Council

Enderby & District Arts Council • Box 757, Enderby, BC V0EPage NeolAat & enderbyartscouncil.ca • www.enderbyartscouncil.ca

## THE ENDERBY AND DISTRICT ARTS COUNCIL

### **2024 YEAR END REPORT**

### WHO ARE WE?

The Enderby & District Arts Council (EDAC) was registered as a non-profit on December 13, 1991. We strive for Community engagement, as our exclusively volunteer-run Arts Council works to support a culturally rich community in which the arts can develop and flourish. Over the years we accomplished this by organizing events, concerts and public art including Music by the River, a summer Arts Festival and a winter Coffee House.

In the summer of 2012 a committee of interested artists was struck with the help of EDAC to explore the possibilities of opening an art gallery in Enderby. This group became the Enderby Artists Initiative and with the help of a start up grant of \$3000.00 from EDAC, was able to open the Courtyard Gallery in April 2013. EDAC and the Enderby Artists Initiative (Courtyard Gallery) merged in February 2020, however, in June 2024, both groups mutually decided to part ways and operate independently.

The pandemic in 2020 resulted in a full review of operations, and once we received the COVID relief funding, we were able to establish the Enderby Arts Centre (the hub of our operation). To help offset the cost of running the art centre we have an Art Emporium, workshops, private rental space, music, and art weekly drop-in space, allowing us to provide fundraising programs, mini concerts, and Exhibition Shows. This past year we also operated the Coffee House, a Plein Air Art Event, Music on the Street, and Music by the River.

### THE ENDERBY & DISTRICT ARTS COUNCIL 2024

In 2024, revenue increased ,with growth in sales, memberships, workshops, admissions, shelf rentals, private rentals and increases in our fundraising programs, which include the sale of second hand arts/craft supplies, book sales and hot dog sales. This effort saw an increase in transactions from \$56495.00 (in 2023) to \$96000.00 (in 2024).

We strived to create a leaner and more streamlined format for The Enderby and District Arts Council, governed by our mission statement.

"To initiate, encourage, coordinate and support the development of artistic projects and activities in Enderby & District for the benefit of the public, and to provide opportunities for the community to be educated in the work of artists in our community, and to bring to the attention of the municipal and provincial agencies the cultural needs of our community.

Our volunteer arts council strives to support a culturally rich community in which the arts can develop

### and flourish".

### THE ENDERBY ARTS CENTRE

**The Enderby Arts Centre** is located at 617 Cliff Avenue and is open Tuesday - Saturday from 10:00 am - 4:00 pm and is staffed by a dedicated group of EDAC volunteers who create a friendly and safe environment for artists, students, and visitors. In 2024 we had 5533 recorded visitors (an increase of 500 over 2023), plus over 1500 people participating in group activities during and after hours.

**The Enderby Artisans Emporium.** Working together with the artists and artisans vendors the sales increased by \$5000.00 over 2023 totalling \$37,815.00 in 2024, with \$31512.00 being paid out to them. Almost 3000 pieces of artwork were sold to locals and visitors from around the world.

**The Exhibition Hall.** This well utilized space hosts a number of events through the year, during November - December it was closed for a much needed clean up and a fresh coat of paint.

This Exhibition Hall is free to the public to exhibit their art for display or sale.

This year the Exhibition Hall hosted:

- \* Seven Art Exhibitions
- \* Enderby Strummers who meet weekly on Wednesday from 1:00 pm 3:00 pm.
- \* Monthly meetings for the leaders of the North Okanagan for Narcotics Anonymous.

\* Pride Exhibition and Art Show in June with an Open House and weekly workshops on making Friendship Bracelets.

\* Ten workshop classes.

\* Three private rentals.

The Workshop/Classroom increased its user base:

\* Sunday afternoon Art Drop-In from 1:00 pm - 4:00 pm

- \* YAP (Youth Art Program) through the Community Resource Centre (Thursday afternoons)
- \* Enderby Youth Program. Sponsored by the Community Youth Program and hosted by EDAC
- \* Art Therapy (Tuesday mornings and afternoons)
- \* Home School program (periodically)

### **PERFORMING ARTS**

Performing Arts is an important part of EDAC as it supports the musicians in Enderby and the

surrounding area through the following programs in 2024.

\* Coffee House Open Mic held at the Enderby Seniors Complex on the third Friday evening of each month (excluding July, August, September). The evening has a usual roster of ten performances with an average audience of 35 -40. The cost to the audience is \$5.00 each and the performances are free. As well we offer refreshments by donation.

\* "Summer of Art", street music series in conjunction with the Friday Farmers Market with eight performances in July and August.

\* "Saturday Night Live in Enderby". We changed our venue to Saturday evening from the Sunday evenings we have had in the past hoping to draw a larger crowd. Unfortunately, only 87 people came out for this free performance by Hickory Biscuit on July 13th.

\* December Christmas Light Up with William and Penny who performed in the Arts Centre.

- \* Kiki the Elf children's performance at the Enderby Library
- \* Evan the Juggler performance at the Enderby Library
- \* Anarchy in the OK support
- \* MacKenzie Camp music fundraiser

### **COMMUNITY ENGAGEMENT**

It is only possible to fulfill our mandate with ongoing community engagements. Through:

- \* Social media. Website, Facebook, Instagram, emails to our membership.
- \* Print media. Poster, flyers and newspaper advertising.
- \* Enderby City Council liaison who attends our monthly Board Meetings.
- \* City Events Planner in order that we may contribute and participate in city events .
- \* Hosting the Youth Art Program sponsored by the Community Resource Centre.
- \* Support the children's "Art In the Park" program through the Community Resource Centre.
- \* AL Fortune bursary to a graduating student

### GOVERNANCE

Our volunteer board meets monthly (the third Wednesday evening of each month) except August and December. We currently have seven members on the board and we welcome more people to join . Interested parties should be willing to sit on a committee, support and promote the arts, devote their time and effort to ensure a healthy and non-judgemental atmosphere for artists and bring a positive voice to the community.

## LOOKING TO THE FUTURE

We will meet 2025 and take on the challenges that come our way with a positive and creative voice, and continue to support the arts to the best of our ability.

Submitted by:

Georgia Atwood (Vice President)

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#### ASSET

Current Assets Art Centre Float Coffee House float Petty Cash Total Floats Credit Union Chequing Account Credit Union Savings First Credit Union Equity Shares Term 87890 - 19 Term Deposit #20 Term #87890 - 21 Term #87890 - 22	100.00 50.00 240.02 5,696.84 19,392.88 5,482.04 5,034.58	390.02 21,613.47 456.65 6.32
Total Term Deposits		35,606.34
Total Current Assets		58,072.80
TOTAL ASSET		58,072.80
LIABILITY		
Payables		
Accounts Payable		10,743.84
Total Payable		10,743.84
Restricted Funds Operating Funds Future Building Total Restricted Funds		16,213.46 16,908.88 33,122.34
TOTAL LIABILITY		43,866.18
EQUITY		
Member Equity Reported Earnings Retained Equity Current Earnings Net Member Equity		691.00 16,836.13 -3,320.51 14,206.62
TOTAL EQUITY		14,206.62
LIABILITIES AND EQUITY		58,072.80

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Neil Fidler, President

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Georgia Atwood, Vice President

#### REVENUE

Earned Revenue		
Admissions (Concerts/Coffee House)		1,457.25
Workshop Rental Space		15.00
Regi/Exhibitions Fees Received	200.00	
Private Hall Rental	1,666.00	
Net - Entry & Table Fees Received		1,866.00
Fees -Workshops/Classes/Conferences		4,705.00
EDAC - Membership Dues GALLERY - Monthly Dues		1,720.00 3,345.00
Art Emporium Shelf Payment		4,140.00
Emporium Sales		37,511,95
Fundraiser Income		9,973.62
Gallery Art Sales		11,071.23
Other Income - Gaming	115.00	
Other Income- Interest	1,645.97	
Other Income - Concession	155.10	
Net - Other Earned Income		1,916.07
Misc Income		160.00
Total Earned Revenue		77,881.12
Private Sector Revenues	075.05	
Coffee House Donations/Concessions Individual Donations	275.25	
	877.80	
Net - Individual Donations		1,153.05
Corporate Donations/Sponsorships Community Arts Centre donations		600.00 411.50
The approximately strategy and the second strategy and the		
Total Private Sector Revenue		2,164.55
Public Sector Revenues		
Provincial Operating Grants	7,800.00	
Regional Operating Grant	8,000.00	
Total Municipal/Regional Revenues		15,800.00
Total Public Sector Revenues		15,800.00
TOTAL REVENUE		95,845.67
EXPENSE		
Artistic Expenses		
Gallery Artist Payment Fees		9,541.77
Workshop/Class Instructor Fees		2,461.44
Emporium Artist Payments		31,512.00
Musician Performance Fees		2,470.00
Performers Fees (clowns etc.)		1,650.00
Production/Technical Prof. Fees		50.00
Professional Dev - tutorials/course Honorarium		220.00
Sponsorships & Donations		50.00 650.00
Scholorships & Bursaries		1,000.00
Grants		2,632.00
Hospitality & Gifts		684.36
Total Artistic Expenses		52,921.57
•		
Rental Expense		
Gallery Rent		6,254.04
Art Centre Rent		16,800.00
Short Term Venue Rent		750.00
Total Facility Expenses		23,804.04
Marketing & Communication Expenses		700 77
Marketing Production Fees Advertising Purchases		722.77 603.41
Website Mitce & Hosting Fees		251.25
Printed On: 01/12/2025		

Printed On: 01/12/2025

Total Marketing/Comm. Expense		1,577.43
Administration Expenses		
EDAC Supplies		2,174.27
Contract Personnel - Bkkp & Other		3,050.00
EDAC Maintenance/Utilities		6,207.89
Office Fees (copies, postage etc)	338.81	
Memberships, Dues & Fees	487.27	
Coffee House Supplies	98.83	
Telephone/Internet/Cable	758.43	
Admin Subtotal	4.90	
Admin & Others	1,981.00	
Bank Service Charges & Interest	210.76	
Insurance	960.00	
Workshop Supplies	756.04	
Moneris Rental & Commissions	247.56	
Other Administrative Expense Total		5,843.60
Fundraiser Expense		2,763.21
Courtyard Gallery Supplies		40.17
Capital Expense		784.00
Total Administration Expenses		20,863.14
TOTAL EXPENSE		99,166.18
NET INCOME		-3,320.51

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Neil Fidler, President

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Georgia Atwood, Vice President

February 2025

REVENUE	•
EARNED REVENUE	
Admissions Coffee House, Strummers	1550
Private Rentals	2000
Workshop Classes/fees	5000
EDAC Membership dues	1500
Vendor Shelf Payments	4000
Artist Sales	30000
Fundraiser	10000
Interest	2000
Gaming	1000
	57050
PRIVATE SECTOR REVENUE	
Community Art Centre	500
Concessions (Coffee House)	1000
Corporate Donations	750
Individual Donations	1000
PUBLIC SECTOR REVENUE	
BC Arts Council Operating	7800
Municipal Operating	5000
Regional District Operating	4000
	16800
TOTAL REVENUE	77100
EXPENSES	
FACILITY OPERATING	
Art Centre Rent ·	16800
Short Term Rental	1000
Art Centre Utilities and taxes	5500

MARKETING/COMMUNICATIONS	
Marketing production	1000
Advertising -Media	1000
Website Maintenance	250
Spnsorship	1000
ARTISTIC EXPENSES	
Artist Payment Fees	26000
Workshop/Classes Instructors	2600
Workshop Expenses	750
Performance fees /	3000
Copyright/reproductions/royalties	300
Public Art Projects	1500
Honorariums (coffee house, performance tech)	1000
Coffee House Supplies	300
Donations	1000
Bursary	1000
Grants	2500
Hospitality and Gifts	500
Professional Development	500
	40950
ADMINISTRATION EXPENSES	
EDAC Supplies	3000
Art Centre Supplies	1000
Contract Personnel (Bookkeeper)	3000
EDAC Office Supplies	500
Membership Dues/Fees	500
Insurance	1000
Telecommunications	600
Fundraising	3000
Bank Charges	250
	12850
TOTAL PROJECTED REVENUE	77100
TOTAL PROJECTED EXPENSE	80350
DEFICIT/SURPLUS	-3250

### CITY OF ENDERBY DEVELOPMENT VARIANCE PERMIT APPLICATION

File No.: 0077-25-DVP-END

February 24, 2025

AGENDA

APPLICANT/OWNER:	Corporation of the City of Enderby
LEGAL DESCRIPTION:	LOT 1 DISTRICT LOT 150 KAMLOOPS (FORMERLY OSOYOOS) DIVISION YALE DISTRICT PLAN KAP58637
P.I.D #:	023-681-187
CIVIC ADDRESS:	1605 Kate Street, Enderby BC
PROPERTY SIZE:	2.96 acres (12,000 m <sup>2</sup> )
ZONING:	Assembly, Civic and Public Service (S.1)
O.C.P DESIGNATION:	Existing Park
PROPOSAL:	Install a digital wall sign
PROPOSED VARIANCES:	Permit an animated sign; increase the maximum copy area for a sign from 45% of the sign area to 100% of the sign area

### **RECOMMENDATION:**

THAT Council authorizes the issuance of a Development Variance Permit for the property legally described as LOT 1 DISTRICT LOT 150 KAMLOOPS (FORMERLY OSOYOOS) DIVISION YALE DISTRICT PLAN KAP58637 and located at 1605 Kate Street, Enderby BC, to permit variances the following sections of the City of Enderby Zoning Bylaw No. 1550, 2014:

- Section 310.3.b by permitting an animated sign, as shown on the attached Schedule 'A'; and
- Section 310.4.b by increasing the maximum copy area for a sign from 45% of the sign area to 100% of the sign area, as shown on the attached Schedule 'A'.

### BACKGROUND:

This report relates to a Development Variance Permit application for the property located at 1605 Kate Street, Enderby. The City of Enderby is proposing to install a digital wall sign on the western face of the Enderby Arena. To accommodate this proposal, the City is seeking variances to the following Sections of the City of Enderby Zoning Bylaw No. 1550, 2014:

- Section 310.3.b by permitting an animated sign, as shown on the attached Schedule 'A'; and
- Section 310.4.b by increasing the maximum copy area for a sign from 45% of the sign area to 100% of the sign area, as shown on the attached Schedule 'A'.

#### Site Context:

The 2.96 acre (12,000 m<sup>2</sup>) property is located on the east side of Kate Street. The property is relatively flat with a large civic building (John Pritchard Memorial Sports Complex) located in the centre of the lot. The western portion of the lot is paved for off-street parking purposes while the eastern portion of the lot is paved as a loading and staging area. The majority of the property is located within the 1:200 year floodplain.

The subject property and property to the east (Riverside Park) are zoned Assembly, Civic and Public Service (S.1) and are designated in the Official Community Plan as Existing Park. The properties to the south, west and north are zoned Residential Single Family (R.1-A) and are designated in the Official Community Plan as Residential Low Density. Properties to the north and northeast are zoned Residential Two Family (R.2) and are designated in the Official Community Plan as Residential Low Density.



The following map shows the Zoning designation of the subject and surrounding properties:

Figure 1: Zoning Map

The following orthophoto of the subject and surrounding properties was taken in 2024:



Figure 2: Orthophoto

**\*\*NOTE:** The property lines shown above are not an accurate representation of their true locations and are intended for display purposes only.

### **Proposal**

The City of Enderby is proposing to install a digital wall sign on the western face of the John Pritchard Memorial Sports Complex which is intended to display messaging primarily related to events and programs occurring at the facility, as shown on the attached Schedule 'A'. The sign will be approximately 118" x 162" in size, with the top portion of the cabinet backlit and displaying the name of the facility (John Pritchard Memorial Sports Complex) and the lower portion of the cabinet to be an LED digital display screen. The digital wall sign is able to display text, graphics, logos, basic animation, video clips, and multiple font styles and sizes. The sign will be programmed with an automatic dimmer in order to reduce potential light impacts to neighbouring properties. It is intended to replace the existing message board, which must be manually changed.

### ZONING BYLAW:

The property is currently zoned Assembly, Civic and Public Service (S.1) and uses permitted within this zone include:

- Accessory buildings and structures
- Campgrounds and one (1) dwelling unit for the owner, operator, or employee of the principal and permitted use subject to the provisions of Section 801.9.a
- Churches, auditoriums, youth centres, social halls, group camps, private schools, kindergartens, play schools, day nurseries, day care schools and other uses providing for the assembly of persons for religious, charitable, philanthropic, cultural, recreational, or private educational purposes
- Civic use
- Entertainment and recreation facilities including arcades, billiard halls, bowling alleys, drive-in theatres, golf courses and driving ranges, health spas, marinas, museums, outdoor entertainment, amusement and recreation facilities, ski hills, sports clubs, sports facilities, theatres, tourist amusement facilities, theme parks, and zoos
- Hospitals and medical professional use including dentist and doctor's offices
- Public service use
- Retail sales of sporting goods (including rental) accessory to the principal and permitted use
- Food concessions
- Arts and crafts sales

The proposal as compared to the Zoning Bylaw's sign regulations is as follows (highlighted items require a variance):

CRITERIA	ZONING REQUIREMENTS	PROPOSAL
Prohibited signs	Animated signs	Animated sign
Construction standards	Wall signs more than 8 cm (3.15 inches) thick shall be attached to wall at a heigh of not less than 2.5 m (8.202 feet) above the finished grade of any sidewalk or ground surface immediately thereunder	Installed > 2.5 m (8.202 feet) above finished grade
Sign area (max.) for wall signs	Square root of (the total wall area x 10) = square root of ((230 ft x 20 ft) x 10) = 214.5 square feet	132.71 square feet
Copy area (max.)	45% of the sign area	100% of the sign area

The following are key definitions from the Zoning Bylaw with respect to signs:

- ANIMATED SIGN means a sign which includes sound, action, or motion.
- COPY means the wording on a sign surface.
- COPY AREA means the area(s) of the smallest geometric figure(s) which would enclose the copy of a sign.
- SIGN AREA means the area of the sign(s) within a perimeter which forms the outside shape including any frame which forms an integral part of the display.
- WALL AREA means the area of all external, vertical wall surfaces, fascias, and trim bands making up any single face of a building facing a public road.

### OFFICIAL COMMUNITY PLAN:

The following policies from the City of Enderby Official Community Plan relate to this development:

<u>Policy 2.2.b</u> - To maintain and enhance the City of Enderby as a sustainable, diverse, vibrant, unique and attractive community.

<u>Policy 2.2.c</u> - To maintain and enhance the social well-being, development, and the quality of life for all citizens of Enderby.

<u>Policy 2.2.f</u> - To respect and preserve a process of open, flexible and participatory decision making in the ongoing planning and day-to-day decisions of the City.

<u>Policy 3.3.c</u> - Council recognizes that development of land has social impacts and will act through the approval process to minimize negative and maximize positive impacts.

#### **REFERRAL COMMENTS:**

No comments of concern were received in response to the referral.

#### PLANNING ANALYSIS:

The City of Enderby Planner raises no objections to the applicant's request to vary Sections 310.3.b and 310.4.b of the City of Enderby Zoning Bylaw No. 1550, 2014 by permitting an animated sign and increasing the maximum copy area for a sign from 45% of the sign area to 100% of the sign area, as shown on the attached Schedule 'A', for the following reasons:

- With respect to permitting an animated sign, this type of sign is common on civic and institutional buildings where there are a significant number of events and programs to be marketed. The potential visual impacts that an animated sign would have on neighbouring properties would be minimized given that the proposed sign is equipped with an automatic dimmer for low-light conditions.
- With respect to increasing the sign's maximum copy area, although the proposed digital sign is capable of displaying a 'wall of text' which maximizes the copy area, readability of the displayed messaging is most effective when text is reduced to the minimum required to convey a given message.

For the aforementioned reasons, it is recommended that Council supports the variance requests.

#### SUMMARY

This report relates to a Development Variance Permit application for the property located at 1605 Kate Street, Enderby. The City of Enderby is proposing to install a digital wall sign on the western face of the Enderby Arena. To accommodate this proposal, the City is seeking variances to the following Sections of the City of Enderby Zoning Bylaw No. 1550, 2014:

- Section 310.3.b by permitting an animated sign, as shown on the attached Schedule 'A'; and
- Section 310.4.b by increasing the maximum copy area for a sign from 45% of the sign area to 100% of the sign area, as shown on the attached Schedule 'A'.

The City of Enderby Planner recommends that Council supports the variance requests.

**Prepared By:** 

Kurt Inglis, MCIP, RPP Manager of Planning, Community Safety and Bylaw

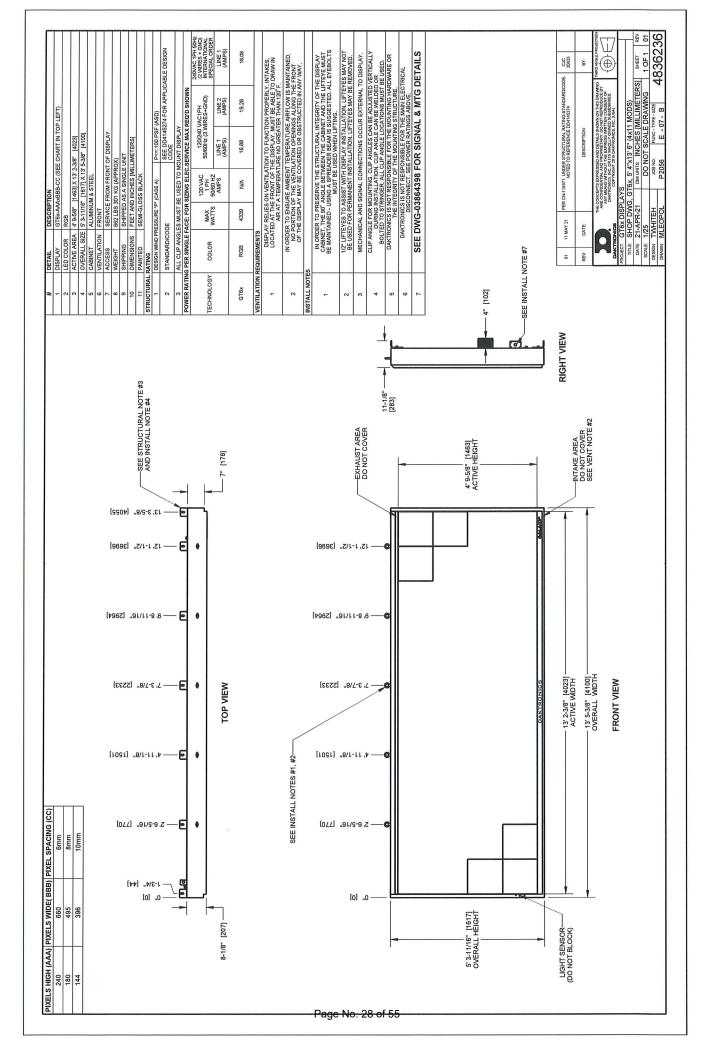
**Reviewed By:** 

Tate Bengtson Chief Administrative Officer

Schedule 'A'







# GALAXY® GT6x 10 MM PRODUCT SPECIFICATIONS

The Galaxy® GT6x offers high-value Galaxy features combined with high-resolution 10 mm surface mount LED technology to provide high-quality images.

### **10 MM TECHNICAL SPECIFICATIONS**

Character Height: 2.8" (7 pixel font) Line Spacing: 10.16 mm (0.4") Pixel Configuration: 3-in-1 SMD Maximum Brightness: 8,000 nits Full Color Capability: 281 trillion colors Viewing Angle: 160 degrees horizontal x 70 degrees vertical Min Viewing Distance: 21' (10 mm)

### **PRODUCT FEATURES**

- All sealed components
- Quick connects
- Mounting clips
- High-contrast louvers
- Redundant module signal
- Large sections for fast installation
- Front ventilation on displays less than eight feet tall
- No spreader beam required for displays greater than eight feet tall
- Single-step module removal
- Shallow cabinet depth
- Narrow cabinet borders



### GT6x SERIES SPECIFICATIONS

**Estimated LED Lifetime:** 100.000+ hours **Contrast Enhancement:** Non-reflective black louvers and module face grooves disperse light **Message Capability:** Text, graphics, logos, basic animation, video clips, multiple font styles, and sizes **Control Software:** Venus<sup>®</sup> Control Suite **Power:** 120, 120/240 VAC Single Phase **Display Dimming:** 64 levels (Automatic, scheduled or manual control) **Communication Options:** Ethernet Fiber Optic, Ethernet Bridge Radio, Remote Cellular, Ethernet CAT5 **Operating Temperature:** -40°F to 120°F with 99% RH non-condensing **Compliance Information:** UL Listed, FCC compliance

### **MODEL NUMBER GUIDE**

GT6x -	72	х	108 -	10	- RGB -	SF
Series	High		Wide	acing	Color	View
2	Lines		Columns	Line Spacing	LED	ice or Two View
						ingle Face

### **DISPLAY CONFIGURATIONS**



**Single-face (SF)** Available in all sizes



**Two-view (2V)** Available in all sizes



201 Daktronics Drive PO Box 5128 Brookings, SD 57006-5128 tel 888-325-7446 605-692-0200 ext. 57220 fax 605-692-0381 www.daktronics.com email commercial@daktronics.com Copyright © 2021 Daktronics DD4008961 Rev05 111221 Page 1 of 8

Page No. 29 of 55

## THE CORPORATON OF THE CITY OF ENDERBY BYLAW No. 1806

A bylaw to amend Parks, Recreation and Culture Fees Imposition Bylaw No. 1693, 2020

**WHEREAS** The Council of the Corporation of the City of Enderby has adopted "The Corporation of the City of Enderby Parks, Recreation and Culture Fees Imposition Bylaw No. 1693, 2020";

AND WHEREAS Council wishes to amend the fees;

**NOW THEREFORE** the Council of the Corporation of the City of Enderby, in open meeting assembled, hereby ENACTS AS FOLLOWS:

- 1. This Bylaw may be cited as "The Corporation of the City of Enderby Parks, Recreation and Culture Fees Imposition Bylaw No. 1693, 2020 Amendment Bylaw No. 1806, 2025".
- Schedules "C" and "D" of "The Corporation of the City of Enderby Parks, Recreation and Culture Fees Imposition Bylaw No. 1693, 2020" are deleted and Schedules "C" and "D" attached to and forming part of this bylaw are substituted therefore.

READ a FIRST time this 18th day of February, 2025.

READ a SECOND time this 18th day of February, 2025.

READ a THIRD time this 18th day of February, 2025.

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_\_, 2025.

Mayor

**Corporate Officer** 

	Drop In (j	oer visit)		
	Per Swim	10-Visit Pass	1-Month Pass	Season Pass
Public Swim – Adult	5.00	45.00	55.00	n/a
Public Swim – Youth or Senior	4.00	36.00	44.00	n/a
Public Swim – Preschool 3-5 yrs	2.50	22.50	27.50	n/a
Public Swim – 2yrs and under	Free	n/a	n/a	n/a
Public Swim – Family	13.50	121.50	148.50	n/a
Toonie Swim	2.00	n/a	n/a	n/a
Aqua Fit – Youth or Senior	6.50	58.50	74.75	245.00
Aqua Fit – Adult	7.50	67.50	86.25	275.00
Not-for-profit licensed preschool or youth organization:				
	# of Youth/Preschool			Rate per swim
	8-12		22.95	
	13-20		37.00	
	21-30		60.25	
30+		60.25 plus \$2.00 for each		
		additional Yo	uth/Preschool	
	Rentals (p	ber hour)		
Up to 50 persons				87.50
51-85 persons		124.75		
Swim club			32.40	
SD #83		JOINT USE AGREEMENT		
Not-for-profit licensed preschool or youth organization		22.25 / instructor / hr		

### SCHEDULE "C" - POOL FEES

### SCHEDULE "D" – PARK FEES

	2025
Park Rates*	
Riverside Park – Youth (per day; includes ball diamond area)	300.00
Riverside Park – Adult / Commercial (per day; includes ball diamond	600.00
area)	
Gazebo	
Daily Rental	120.00
Daily League Rental (with at least two ball diamonds rented)	60.00
Kitchen Damage Deposit (per rental)	500.00
Kitchen Clean-up (per rental)	52.00
Ball Diamonds*	
Adult League Play (per hour/per field)**	19.60
Youth League Play (per hour/per field)**	9.80
Adult League Tournament (per diamond/per day)	107.60
Adult League Tournament (all diamonds & gazebo / per day)	490.50
Youth League Tournament (per diamond/per day)	53.80
Youth League Tournament (all diamonds & gazebo / per day)	265.00
Non-League (per diamond / per day)	134.50
Additional maintenance staff for tournament play (per hour)***	45.90
Funtastic	472.50

\*Fees are to be increased by 2% annually beginning in 2026.

\*\*To be booked at half hour intervals

\*\*\*Subject to staffing availability. Any overtime costs incurred will be in addition to this rate.

### THE CORPORATION OF THE CITY OF ENDERBY



### MEMO

То:	Mayor and Council
From:	Tate Bengtson, CAO
Date:	February 17, 2025
Subject:	License of Occupation with Sweet Iron Cafe

### RECOMMENDATION

THAT Council authorizes the Corporate Officer to execute the attached license of occupation with Sweet Iron Café, Ltd.

### BACKGROUND

The restaurant that has historically occupied a portion of the building at 409 Cliff Avenue has an outdoor patio that is situated upon City property. The property in question is part of an unconstructed highway dedication that includes the Riverwalk. There is also a water main that runs under the patio.

Prior operators of the restaurant unit have all entered into a license of occupation to use this property as a patio for commercial food and beverage services. A license of occupation expresses the terms and conditions of use, including the expectations of the parties around kinds of permitted uses, liability, and cancellation.

The operator of the restaurant unit has recently changed to Sweet Iron Café, Ltd. As such, a new license of occupation is being advanced for Council's consideration.

Respectfully submitted,

Tate Bengtson Chief Administrative Officer

### LICENSE OF OCCUPATION

#### BETWEEN:

THE CORPORATION OF THE CITY OF ENDERBY 619 Cliff Avenue, P. O. Box 400 Enderby, B. C. V0E 1V0

("the City")

AND:

SWEET IRON CAFÉ, LTD.

("the Licensee")

### WHEREAS

- A. Under Section 35(11) of the *Community Charter*, the Council of the City may, by bylaw, or resolution, grant a license of occupation or an easement, or permit an encroachment, in respect of a highway;
- B. The Licensee wishes to use that portion of highway shown outlined on Schedule "A" (the "Land") for the purposes described herein;
- B. The City has agreed to grant a License of Occupation ("the License") over the Land;

**NOW THEREFORE**, in consideration of the promises and obligations herein, the parties agree as follows:

#### 1. PURPOSE OF LICENSE

**1.01** The City grants to the Licensee permission to enter on and use the Land for the purpose of commercial food and beverage service.

#### 2. DURATION

- **2.01** The duration of the License shall be for an initial term of one (1) year commencing on the 1<sup>st</sup> day of March, 2025, unless cancelled in accordance with the terms of the License.
- **2.02** Following the initial term, the License may be renewed on a year-to-year basis by mutual agreement.

### 3. LICENSEE'S OBLIGATIONS

**3.01** The Licensee shall:

- a) use and occupy the Land in accordance with the provisions of the License.
- b) pay and discharge when due, all applicable taxes, levies, fees, or charges now or hereafter assessed, levied or charged which relate to the Land or any improvements thereon which the Licensee is liable to pay.
- c) observe, fulfill and comply promptly at their own expense with the requirements of every applicable statute, law, regulation or bylaw of any federal, provincial or municipal government, agency or authority or of any association of insurance underwriters or agents, and all notices, orders or direction in pursuance of same, whether served upon the Licensee or the City.
- d) keep the Land and improvements in a safe, clean and sanitary condition satisfactory to the City.
- e) not use, exercise, condone, carry on or permit the Land or any part thereof for any noxious, illegal, immoral or offensive trade, business, occupation or calling, and no act, matter or thing whatsoever shall at any time during the said term be done in or upon the Land or any part thereof which shall be or grow to the annoyance, nuisance, damage or disturbance of others.
- f) not commit or suffer any wilful or voluntary waste, spoil or destruction on the land or do or suffer to be done thereon anything that may be or become a nuisance or annoyance to the owners or occupiers of others.
- g) not erect any buildings or structures, whether temporary or permanent, on the Land without the prior written approval of the City, with any such building or structure to be removed by the Licensee at their sole expense, upon demand of the City.
- h) permit the City, at any time, to enter upon the Land for the purposes of inspecting the works, and reconstructing, maintaining, repairing, inspecting, testing or removing any public works, utility or highway existing in the vicinity of the works. The City shall, in undertaking such activities, use reasonable efforts to minimize any disruption or damage to the business of the Licensee, except that it shall not be responsible for the costs of restoring, repairing, replacing, or relocating buildings or structures that may be on, under, or over the Land, whether or not permitted.
- i) not restrict the common law right of passage by the public over the Land, unless such restriction is exercised by the City. For certainty, this section shall not prevent the Licensee from using the Land consistent with the License, which includes managing public access consistent with normal business practices.
- j) indemnify and save harmless the City and their officers, employees, elected officials, servants and agents from and against any and all

liabilities, damages, losses, costs, expenses (including legal and litigation expenses) incurred in any actions, claims, suits and other proceedings in connection with or arising from:

- i) any breach or non-performance by the Licensee of any obligation contained herein;
- any loss or damage or injury to property or any loss or injury to any person, including death resulting at any time, occurring in or about the Lands and resulting from the negligence or wilful misconduct of the Licensee, its employees, members, agents or contractors;
- iii) any other wrongful or dishonest act or neglect of the Licensee, its employees, members, agents or contractors in or about the Lands.
- k) on the expiration or at the earlier cancellation of the License:
  - i) to quit peaceably and deliver possession of the Land to the City.
  - ii) to remove all buildings, machinery, plant equipment and apparatus, encroachments, and all other improvements to or things fixed on, under, or above the Land, from the Land.
  - iii) to restore the surface of the Land to its original condition, and to the extent necessary, this obligation shall survive the expiration or cancellation of this License.
- I) obtain and maintain comprehensive general liability insurance on the Lands providing coverage for personal injury and property damage arising out of the existence and use of the Land and the works, in the amount of not less than Two Million Dollars (\$2,000,000) per occurrence and on the terms satisfactory to the City, and agrees that the City shall at all times be named as additional insured in the policy of insurance. A copy of the current insurance policy shall be provided annually to the City by the insurer. The policy shall also contain a clause providing that the insurer will give the City 30 days prior written notice in the event of cancellation or material change.
- m) indemnify, release, defend, and save harmless the City from all costs, claims, charges, or damages arising from the License.
- n) agree that no provision of the License and no act or omission or finding of negligence, whether joint or several, as against the City, in favour of any third party, shall relieve the Licensee from liability to the City, whether such liability arises under the License, under the provisions of the Local Government Act, the Community Charter or otherwise.
- remain in good standing with WorksafeBC and provide coverage for all of its employees, and shall serve as the Prime Contractor for the Lands. The Licensee agrees to indemnify and save the City harmless from and against any and all claims, assessments or costs that they may incur as a result of the City being deemed to be the "Prime Contractor", pursuant to a finding or determination by WorkSafeBC.

### 4. ASSIGNMENT

- **4.01** The Licensee shall cause any purchaser or transferee of the property to assume the obligations of the License.
- **4.02** Should the Land not be assigned to a purchaser or transferee, the License shall deemed to have been cancelled by the Licensee and the provisions of Article 5 shall apply.

## 5. CANCELLATION

5.01 In the event that:

- a) the City requires the Land for its own use or, in its sole discretion, considers that it is in the public interest to cancel the License;
- b) the Licensee ceases to use the Land for the purposes permitted by the License,

the City may, on ninety (90) days written notice to the Licensee, cancel this License and the rights herein granted, in whole or in part.

**5.02** In the event that the Licensee fails to observe or perform any of the obligations, agreements, provisions or conditions contained herein, and such failure continues for a period of thirty (30) days after the giving of written notice by the City to the Licensee of the nature of the failure, the City may cancel this License.

5.03 In the event that:

- a) the Licensee commits an act of bankruptcy, becomes insolvent or is petitioned into bankruptcy or voluntarily enters into an agreement with their creditors; or
- b) the City discovers that the Licensee, either in their application for this License or otherwise has misrepresented or withheld any fact material to the application

the City may, on ten (10) days written notice to the Licensee, cancel this License.

- **5.04** Unless stated otherwise in the License, thirty (30) days after the expiration or cancellation of the License, any improvements or fixtures that remain unremoved from the Land shall be absolutely forfeited to and become the property of the City and the City may remove them from the Land and the Licensee shall, on demand, compensate the City for all costs incurred by the City respecting their removal.
- **5.05** The Licensee shall not be entitled to any compensation, whether for damages or otherwise, in respect of a cancellation of this License by the City under this or any other article of the License.

## 6. NOTICE

- **6.01** Where service of a notice or a document is required under the License, the notice or document shall be in writing and shall be deemed to have been served if delivered to, or if sent by prepaid registered mail addressed to the City and the Licensee at the addresses specified for each on the first page of this License, and where service is by registered mail, the notice or document shall be conclusively deemed to have been served on the eighth (8<sup>th</sup>) day after its deposit in a Canada Post Office at any place in Canada.
- **6.02** Either party may, by notice in writing to the other, specify another address for service of notices under this License and where another address is specified under this section, notices shall be mailed to that address in accordance with this article.
- **6.03** Notwithstanding article 6.01, any written notice to be served or given by the City to the Licensee under this License shall be effectively given or served by posting the same in a conspicuous place on the Land.

## 7. MISCELLANEOUS

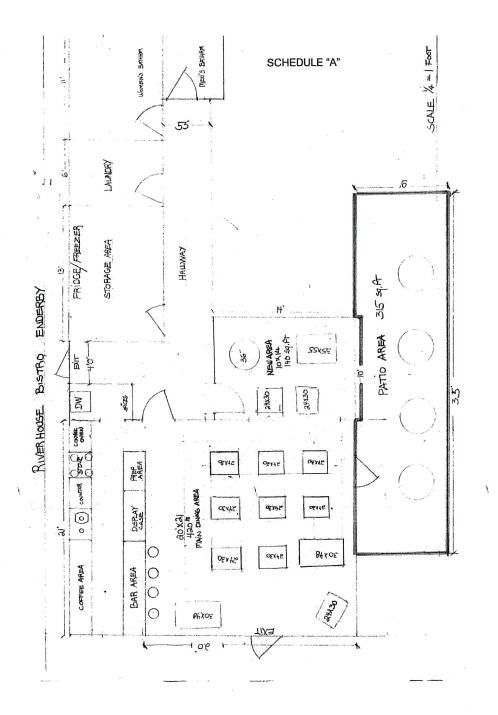
- **7.01** No term, condition, covenant or other provision herein shall be considered to have been waived by the City unless such waiver is expressed in writing by the City. Any such waiver of any term, condition, covenant or other provision herein shall not be construed as or constitute a waiver of any further or other breach of the same or any other term, condition, covenant, or other provision and the consent or approval of the City shall not be considered to waive or render unnecessary such consents or approvals of any subsequent similar act by the Licensee.
- **7.02** No remedy conferred upon or reserved to the City is exclusive of any other remedy herein or provided by law, but such remedy shall be cumulative and shall be in addition to any other remedy herein or existing at law, in equity, or by statute.
- **7.04** The terms and provisions of this License shall extend to, be binding upon and inure to the benefit of the parties hereto and their successors and permitted assigns.
- **7.05** The Licensee acknowledges and agrees that this License does not give the Licensee a registerable interest in the Land and the Licensee will not register or attempt to register this or any related document or any notice or claim in respect of it in any land title office.
- **7.06** Notwithstanding anything to the contrary contained in the License, if either party is bona fide delayed or hindered in or prevented from the performance of any term, condition, covenant or act, by reason of an event of force majeure, that party shall be relieved from the fulfillment of such term, covenant or act during the period of such interruption and the period for the performance of any such term, covenant or act shall be extended for a period equivalent to the period of such delay.

#### 8. INTERPRETATION

- **8.01** Unless the context otherwise requires, the singular includes the plural and any pronoun includes a corporation.
- **8.02** The preamble and headings contained in the License are for convenience only and are not to be construed as defining or in any way limiting the scope or intent of the provisions herein.
- **8.03** If any section of this License or any part of a section is found to be illegal or unenforceable, that part or section shall be considered separate and severable and the remaining parts or section shall not be affected thereby and shall be enforceable to the fullest extent permitted by law.
- **8.04** Any schedule to the License is attached to and forms part of the License.

**IN WITNESS WHEREOF**, the parties hereby affixed their signatures on the day and year first above written.

Witness	) ) ) Licensee )
Witness	) ) ) Corporate Officer, City of Enderby )



# THE CORPORATION OF THE CITY OF ENDERBY

# **MEMO**

46	EN	0
		A

Subject:	Date for Annual Our Enderby Clean-Up Challenge
Date:	February 24, 2025
From:	Kurt Inglis, Manager of Planning, Community Safety and Bylaw Compliance
To:	Tate Bengtson, Chief Administrative Officer

### RECOMMENDATION

THAT Council endorses Saturday April 26, 2025 as the date for the Annual Our Enderby Clean-Up Challenge.

## BACKGROUND

Since 2013, the City of Enderby has been hosting the annual Our Enderby Clean-Up Challenge which is a community event aimed at reducing local pollution, beautifying the community, and fostering a sense of community and civic pride. The clean-up event is followed by an appreciation barbecue hosted by the Enderby & District Lions Club, where food and refreshments are provided to clean-up participants to celebrate their community contribution; in recent years, the Lions Club has also scheduled their annual paper shredding event to coincide with the Clean-Up, which is also their intent for the 2025 event.

The event has historically been held on a Saturday in mid-to-late April. Staff are recommending that Council endorses Saturday April 26, 2025 as the date for this year's Clean-Up event (Saturday April 19, 2025 falls on the Easter long weekend). The Lions Club has confirmed that this date will work for their participation in the event.

Respectfully Submitted,

Kurt Inglis Manager of Planning, Community Safety and Bylaw Compliance



# THE CORPORATION OF THE CITY OF ENDERBY

# MEMO

Subject:	Enderby Farmers Market – Road Closure Application for 2025 Market Season
Date:	February 27, 2025
From:	Kurt Inglis, Manager of Planning, Community Safety and Bylaw Compliance
То:	Tate Bengtson, Chief Administrative Officer

### RECOMMENDATION

THAT Council receives the Enderby Farmers Market's Road Closure Application (2025 market season) for information.

### BACKGROUND

The Enderby Farmers Market has submitted a Road Closure Application for the 2025 market season, with the application requesting to close Cliff Avenue from Highway 97A to Vernon Street, and Belvedere Street from Cliff Avenue to Speers Lane, every Friday from April 25 – October 18, 2025 between 6:00 am and 2:00 pm. There have been no proposed changes to the layout of the market event, as shown on the attached Schedule 'A'. However, this year the Market is not proposing to have a winter market in late October and November.

The *Temporary Road Closures for Community Events Policy* has delegated authority to Staff to approve a Temporary Road Closure Application on behalf of Council, subject to the applicant meeting all of the requirements of the Policy. All first-time events must be approved by Council. As this is not a first-time event and all requirements for a road closure have been met consistent with the *Temporary Road Closures for Community Events* policy, Staff have approved the application subject to the following conditions (same conditions as Council's previous approval):

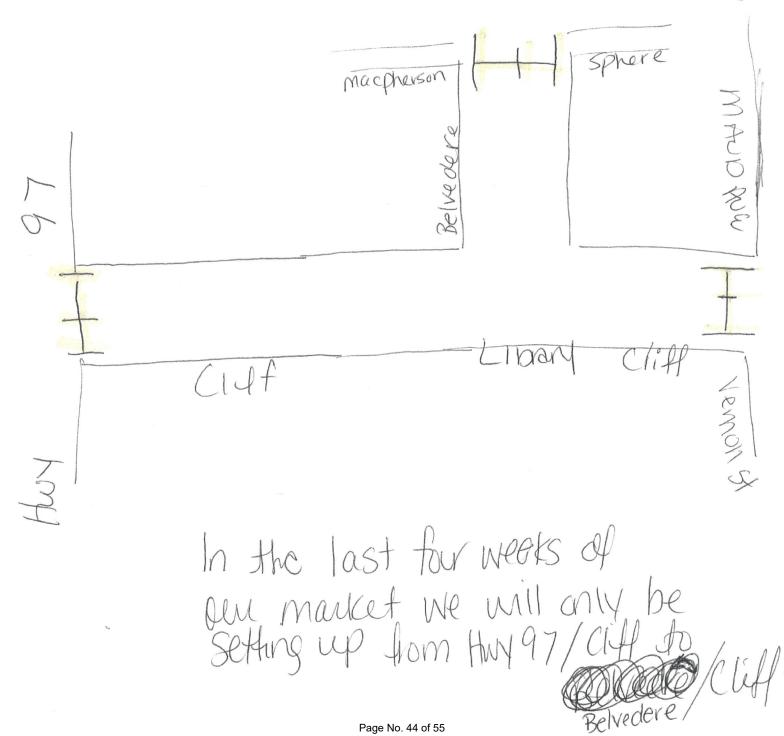
- 1. The road closure shall be in general accordance with the Road Closure Application attached to this memorandum as Schedule 'A';
- The Market shall be responsible for setting up and removing traffic control devices, emptying municipal garbage receptacles, and immediately cleaning up any litter from the road closure area;
- 3. The Market shall ensure that porta-potties are properly maintained and are removed at the end of each market event;
- 4. The Market shall ensure that the road closure area is re-opened to traffic no later than the end time noted in the application; and
- 5. The Market shall provide proof of Comprehensive Public Liability and Property Damage Insurance for \$2,000,000 inclusive, with the City of Enderby as an additional insured, which shall include, i) a cross liability clause, ii) waiver of subrogation clause, and iii) a requirement that the

policy cannot be cancelled, lapsed or materially changed without at least thirty (30) days written notice to the City of Enderby, delivered to the Corporate Officer.

Respectfully Submitted,

Kurt Inglis Manager of Planning, Community Safety and Bylaw Compliance

Schedule 'A' Ft - 2 barricads



# Schedule A Application for a Temporary Road Closure for a Community Event

			Vac			
		st-time or relocated event?	Yes	No		
	Name of Sp	ponsoring Organization _ Ende	rhy F	armers	Marcet	
	Name of Co	ontact Person_Vallecie	Byr	ne		
	Telephone	or Email	<u>.</u>		. 71	
	Name of Ev	vent Enderby Farme	usp	narket		
	Date(s) of (	Closure April 25/25	- 00	+ 18/2	5	
	Start time f	or Closure	End time for	or Closure	pm	
	Location of	Closure CIHPAVE/HUUY	97 to	Vemons	+ + CIT AVE	
CI-FP/		dere to Macpherso				
	Required A	Attachments			$\omega$	0
		Map showing closure and emerge	ncy access	route	Servin	R
		Petition of affected business owne	ers (if applic	able)	pa yes	0
		Certificate of insurance (if applicat	ole)			
	Indemnity:	The applicant agrees to indemnify and sat claims, including but not limited to harm, or or connected with any act or omission of t of the applicant, and against and from all of any such claims or any actions or proce connection with the property, facilities, or keep in force throughout the period of use waived in writing.	damage, injury the applicant of liabilities, expe eedings broug services of the	y, or loss to body or or any agent, employ ense costs and lega ht thereon arising d e City. The applican	property caused by, arising i yee, customer licensee or inv I or other fees incurred in res irectly or indirectly from or in t will be required to obtain ar	spect
	Authorized	I Signatory	Date			
		Do Not Complete - For Administrative Approved by Murt Inglis 24	Purposes Date	Feb UT, Z	025	

Page 2 of 2

Yes Yes

Certificate of Insurance Map Petition of Affected Business Owners

韻水.

No No No N/A N/A

Policy Title	Temporary Road Closures for Community Events

Γ	Adopted:	Authorized By:	Replaces:
	August 13, 2012	Mayor and Council Regular Meeting of August 13, 2012	Not applicable

#### PURPOSE:

The City will consider approving the temporary closure of municipal roads for a community event.

#### POLICY:

Temporary road closures will only be considered for community events which are sponsored by a recognized organization.

The Chief Administrative Officer or designate is granted the authority to approve a Temporary Road Closure Permit on behalf of Council, subject to the applicant meeting all the requirements of this policy. First time events must be approved by City Council.

A completed Schedule A, "Application for Temporary Road Closure," shall be submitted to City Hall at least 21 days prior to the closure. The application must include a map of the proposed road closure and emergency access through the closure. Applications for first-time or relocated events requiring Council approval must be submitted two months prior to the closure.

The organizer shall notify and consult with business owners within a one-block radius of the proposed road closure and residents adjacent to the proposed road closure. The organizer agrees to take reasonable steps to mitigate disruption for affected business owners and residents. Failure to adequately notify and consult affected businesses and residents may result in revocation of permit or refusal of future applications. Unless exempted by Council, all first-time or relocated event applications must include a petition signed by a majority of affected business owners agreeing to the proposed event.

The applicant for a Temporary Road Closure must submit proof of public liability and property damage insurance in a form acceptable to the City. The applicant may request that insurance requirements be waived based on the risk profile of the event. Such waiver does not affect any other responsibility of the applicant to obtain insurance.

The applicant shall be responsible for all traffic management, including the provision, set up, and removal of signs and barricades on the same day as the road closure.

The applicant shall be responsible for ensuring that all food service establishments, including but not limited to mobile vending units, food services at temporary events, and sellers of home-prepared foods, shall have the appropriate authorization or permit from Interior Health.

The applicant shall be responsible for emptying municipal garbage receptacles and cleaning up litter from the road closure area on the same day as the closure.

As a condition of permit, the City of Enderby will not be liable or otherwise responsible for any scheduling conflict, revocation, refusal, maintenance closure or other damage or harm related to the issuance of this permit.

# THE CORPORATION OF THE CITY OF ENDERBY

# **MEMO**



From: Kurt Inglis, Manager of Planning, Community Safety and Bylaw Compliance

Date: February 27, 2025

Subject: City of Enderby Public Art Sculpture Program

### RECOMMENDATION

THAT Council approves the Terms and Conditions of the City of Enderby Public Art Sculpture Program, attached as Schedule 'A', and directs Staff to proceed with issuing a Call for Artists;

AND THAT Council tasks the Public Art Select Committee with evaluating the applications received through the Public Art Sculpture Program Call for Artists and identifying a preferred submission for Council consideration;

AND FURTHER THAT Council gives early budget approval to fund this initiative through taxation, valued at \$2,000 for the sculpture lease value and \$1,000 for installation and related costs.

## BACKGROUND

One of the Important action items for 2024 identified in the City of Enderby Strategic Plan 2023-2026 was to re-evaluate existing public art in conjunction with the Enderby & District Arts Council; this action item is intended to advance Strategic Plan 2023-2026 Strategic Priority #1 – Citizen Engagement.

Further to this, Council established a Public Art Select Committee to review existing public art within the community, identify opportunities for new, improved or changed public art, and report back to Council with its findings and opinions. Council appointed Councillor Baird and Councillor Ramey to serve on the Committee, as well as two members from the Enderby & District Arts Council.

The Public Art Select Committee held two meetings in late 2024 and the findings and opinions of the Public Art Select Committee were presented to Council at its Regular Meeting of December 2, 2024. Council supported the recommendations of the Committee and directed Staff to create an implementation plan for the recommendations; this implementation was presented to Council at its Regular Meeting of January 20, 2025, with Council supporting the implementation plan as presented.

One of the recommendations of the Public Art Select Committee was to lease a sculpture from an artist which would be displayed on the concrete pad on the corner of Highway 97A and MacPherson Lane (southwest corner of 907 George Street), similar to the Penticton Public Sculpture Exhibit program.

Staff have drafted a Terms and Conditions document for the City of Enderby Public Art Sculpture Program, attached as Schedule 'A', and are advancing it for Council approval. The key terms and conditions for the Program are as follows:

- The lease of a sculpture would be for a one-year period, which may be negotiated to a two-year term at the agreement of the City and the successful artist.
- The annual lease value would be \$2,000.00.
- Applications would be accepted until April 18, 2025.
- Installation would occur in May 2025 and removal would occur in April 2026 (or 2027 if a twoyear lease is negotiated). The artist would be responsible for transporting the sculpture to and from the site, while the City would be responsible for installation/uninstallation.
- The Artist is responsible for carrying a minimum of \$2,000,000 in commercial general liability insurance with the City as an additional insured. The Artist must release, indemnify, and save harmless the City of Enderby and accept all risk associated with loss, damage or repair to the sculpture.

It should be noted that the concrete pad is located within the Ministry of Transportation and Transit's setback area. At the request of the Ministry, the City of Enderby has submitted a 'Landscaping Permit Application' in order to receive Ministry approval for the placement of a sculpture. Any conditions of the Ministry (size restrictions, orientation requirements, etc.) will be incorporated into the Terms and Conditions document.

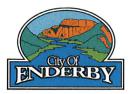
It is recommended that Council approves the Terms and Conditions of the City of Enderby Public Art Sculpture Program, attached as Schedule 'A', and directs Staff to proceed with issuing a Call for Artists. With respect to evaluating the submissions received through the Call for Artists, it is recommended that Council tasks the Public Art Select Committee with evaluating the applications received and identifying a preferred submission for Council consideration. Staff are requesting early budget approval for the anticipated project costs, so that the Call for Artists can be issued with a commitment to proceed.

Should Council support the aforementioned recommendations, the next steps in the project will be as follows:

- Staff to await approval from the Ministry of Transportation and Transit and integrate any Ministry conditions into the Terms and Conditions document;
- Market the Call for Artists through social media posts, a post on the City's website, Press Releases, and direct engagement with the local art community (Enderby & District Arts Council, Splatsin, Courtyard Gallery, Runaway Moon Theater, etc.); and
- Once the application intake window has closed, convene a Public Art Select Committee meeting so they can review the submissions received and identify a preferred submission for Council consideration.

Respectfully Submitted,

Kurt Inglis Manager of Planning, Community Safety and Bylaw Compliance



# City of Enderby Public Art Sculpture Program TERMS AND CONDITIONS

The City of Enderby is now accepting applications from artists for the placement of a sculpture in a prominent location on the east side of Highway 97A (George Street), adjacent to Enderby City Hall. The City of Enderby will lease the sculpture from the successful artist (the "Artist") for \$2,000 per year, with the sculpture to be installed in May 2025 and removed in April 2026 (the placement of the sculpture may be negotiated into a two-year term at the agreement of both parties).

# **Sculpture Installation Location**

- 9' x 9' concrete pad, approximately 6" thick.
- Concrete pad is elevated approximately 18" from the adjacent sidewalk.
- Located on the east side of Highway 97A (George Street), adjacent to Enderby City Hall.
- Photos of the location are attached as Schedule 'A'.

## Submitting an Application

- Applications are accepted until April 18, 2025.
- Application forms are available at <insert url> and can be submitted through one of the following methods:
  - Email to <u>info@cityofenderby.com</u> with 'Public Art Sculpture Submission' noted in the subject line.
  - Drop off or mail to City Hall at PO Box 400, 619 Cliff Avenue, Enderby BC, VOE 1V0.
- Inquiries can be directed to Kurt Inglis via email at <u>kinglis@cityofenderby.com</u> or by phone at 250-838-7230.
- When submitting an application, artists should be aware of the general terms and conditions attached as Schedule 'B'.

# Sculpture Placement

• The Artist will be responsible for transporting the sculpture to and from the site. The City will be responsible for installing the sculpture and affixing it to the concrete pad, in order to ensure that the works are performed to the City's standards and that the sculpture is oriented in a manner that optimizes public safety and visibility.

- The City will enter into a lease agreement with the Artist for the duration of the placement of the sculpture. The Artist is responsible for upholding all terms and conditions of the lease agreement, as set out by the City.
- The City will be responsible for any media releases with respect to the placement of the sculpture.
- The Artist will retain copyright for their sculpture and will grant the City a license to take and distribute images of the sculpture. Any other likeness or models of the sculpture will not be created without the express written permission of the Artist.

# <u>Liability</u>

The successful artist will retain ownership of their sculpture and will be responsible for carrying a minimum of \$2,000,000 commercial general liability insurance with the City of Enderby as an additional insured. The Artist shall release, indemnify, and hold harmless the City and its officers, agents, and employees for any and all claims, demands, actions, damages, losses, and expenses, including attorney fees and costs of litigation, arising out of, or relating to, the existence or location of the sculpture throughout the duration of its placement. The risk of loss or damage to the sculpture shall be borne by the Artist, and the Artist will be responsible for repairing and/or replacing all or part of the sculpture in the event of loss or damage thereto.

## **Sculpture Specifications**

- A stainless steel base plate, or stainless steel strips, shall be securely attached to the bottom
  of the sculpture so that it can be fastened with inserts to a concrete pad. This installation
  method requires ½" diameter bolt holes to be bored through the base plate or mounting
  strips, therefore the base plate and mounting strips should be of sufficient width to
  accommodate this method.
- All sculptures shall be made of a durable material that is able to withstand the yearlong outdoor setting and be constructed with safety in mind for display in a public setting. Metal sculptures should be sealed/powder-coated to avoid rust bleeding onto the concrete pad.

## **Evaluation Criteria**

- Applications submissions will be evaluated based on the following criteria:
  - Artistic merit and creativity;
  - Proposal materials, construction, durability, maintenance, and safety; and
  - Suitability to location, logistics of installation, and consistency with City's timelines.
- The City reserves the right to not accept any of the submissions received and either, i) not install a sculpture, or ii) re-open the application process.

# SCHEDULE 'A'



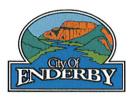




## SCHEDULE 'B'

The following general terms and conditions apply:

- 1. Verbal discussion, instructions or explanations between the City staff members, agents, employees, or representatives and artists shall not become a part of or otherwise modify the terms and conditions of this document.
- 2. Responses to inquiries may be posted to the City's website for the general knowledge of all artists, at the City's sole discretion.
- 3. The City may accept or reject any or all applications for any reason, and may negotiate with a potentially successful artist.
- 4. The City may reissue, amend, cancel, or extend application intake at its sole discretion, and reserves the right to defer, cancel, or phase awarding of the work.
- 5. As part of its evaluation process, the City may request further information from an artist.
- 6. Under no circumstances shall the City of Enderby Public Art Sculpture Program be understood as a commitment for work, a contract, or a tender. The City is not responsible for costs incurred by an artist in preparing a proposal and submitting an application.
- 7. By seeking applications through the City of Enderby Public Art Sculpture Program, the City does not incur any duty of care or contractual obligation to any interested party.
- 8. Artists are strictly prohibited from engaging in any form of lobbying in relation to their application or with a view to influencing the outcome of this process.
- 9. Artists agree to advise the City immediately of any real, perceived, or potential conflict of interest with an employee or officer of the City, including an elected official.
- 10. The City is subject to the provisions of the Freedom of Information and Protection of Privacy Act and all information submitted to the City become records in its care and custody for the purposes of the Act. Information contained in an application submission may be presented, disclosed, or included in a meeting open to the public and may be shared on social media or otherwise communicated by the City to facilitate community engagement in the initiative.



# Public Art Sculpture Program

# **APPLICATION FORM**

The City of Enderby is now accepting applications from artists for the placement of a sculpture in a prominent location on the east side of Highway 97A (George Street), adjacent to Enderby City Hall. The City of Enderby will lease the sculpture from the successful artist (the "Artist") for \$2,000 per year, with the sculpture to be installed in May 2025 and removed in April 2026 (the placement of the sculpture may be negotiated into a two-year term at the agreement of both parties).

## **APPLICATION DEADLINE – FRIDAY APRIL 18, 2025**

Artist Information

ALIST IIIOIII	lation			
Name:				
Address:				
Phone:				
Email:				
Sculpture In	formation			
Sculpture Nam	ie:	 		
Description of	Sculpture:			
				nya ang 200074 ng 212 22 22 2
Max. Height:				
Max. Width:				

Max. Depth:	
Weight:	
Base Footprint:	
Construction Material:	

**NOTE:** Please include two high-resolution colour photos of the front and back of the actual sculpture or scale model. If you provide a detailed sketch of your proposed sculpture, it must be accompanied by at least one photo of your previous work.

Applications can be submitted through one of the following methods:

- Email to <u>info@cityofenderby.com</u> with 'Public Art Sculpture Program Submission' noted in the subject line.
- Drop off or mail to City Hall at PO Box 400, 619 Cliff Avenue, Enderby BC, VOE 1V0.

Inquiries can be directed to Kurt Inglis via email at kinglis@cityofenderby.com or by phone at 250-838-7230.

I, \_\_\_\_\_\_, hereby acknowledge that the information provided in this application is correct and that I have read, understood and will abide by the Terms and Conditions of the City of Enderby Public Art Sculpture Program.

**Applicant Signature** 

Date