



THE CORPORATION OF THE CITY OF VERNON

MATTERS REFERRED

November 9, 2020

A. AGENDA CHANGES:

1. **SEE ITEM – 6. D. (i) General Matters – Public Input – Development Variance**
Application for 3204 15th Street (DVP00492)

- Email dated November 9, 2020 from Kaely Johnson & Myles Fitzgerald

2. **ADD ITEM – 12. B. Legislative Matters – First, Second and Thirds Readings of**
“Intermunicipal Fire Training Centre Service Withdrawal Bylaw Number 5836,
2020”

B. DECLASSIFIED MOTIONS FROM THE IN-CAMERA MEETING HELD OCTOBER 26, 2020:

**INTER-MUNICIPAL FIRE
TRAINING CENTRE
SERVICE AGREEMENT**

*‘THAT Council directs Administration to initiate the
withdraw process from the Inter-Municipal Fire
Training Centre Services Agreement’*

C. DECLASSIFIED MOTIONS FROM THE IN-CAMERA MEETING HELD NOVEMBER 9, 2020:

**WITHDRAWAL FROM
INTER-MUNICIPAL FIRE
TRAINING CENTRE
SERVICE – PROCESS
(7125-00)
(P. 12)**

*‘THAT Council reaffirm their direction to
Administration, at their meeting of October 26, 2020,
to withdraw from the Inter-Municipal Fire Training
Centre Service;*

*AND FURTHER, that Council directs Administration to
initiate the withdrawal process as outlined in the
memo from Lidstone & Company, dated October 15,
2020, and attached to the report titled, Withdrawal
from Inter-Municipal Fire Training Center Service –
Process, dated October 22, 2020;*

*AND FURTHER, that Council adopts withdrawal
Bylaw Number 5836, as attached to the report titled,
Withdrawal from Inter-Municipal Fire Training Center
Service – Process, dated October 22, 2020;*

*AND FURTHER, that Council directs Administration to
provide notice of the withdrawal from the Fire Training
Center Service to the other Parties of the Service on*

or before December 31, 2020;

AND FURTHER, that Council directs Administration to terminate the Fire Training Center Lease Agreement between the City of Vernon and the Regional District of North Okanagan on the withdrawal date;

AND FURTHER, that Council directs Administration, upon or before the date of withdrawal from the Fire Training Center Service, to close the Fire Training Center Service Account or transfer ownership of the Account to the new Manager of the service.

AND FURTHER, that Council, upon withdrawal from the Fire Training Center Service, directs Administration to allocate the 2021 net balance of the City of Vernon's annual Fire Training Center contribution and the Management fee revenue (\$22,000), for the ongoing development and maintenance of training area(s), equipment and props with annual COLA increases.'

**PADDLEWHEEL PARK –
MOU OKANAGAN
LANDING AND
DISTRICT COMMUNITY
ASSOCIATION (6140-20)**

'THAT Council direct Administration to enter into a Memorandum of Understanding with the Okanagan Landing and District Community Association (OLDCA), to secure a long term tenancy for the City on those lands owned by the OLDCA as part of Paddlewheel Park, in order for the City to undertake park and capital improvement planning for the benefit of the City, the OLDCA and the Public.'

**MONTH TO MONTH
LEASE – LEADING
EDGE AEROSPACE INC.
TERMINAL OFFICE 101-
6300 TRONSON ROAD
(8400-02-10)**

'THAT Council direct Administration to enter into a month to month lease with Leading Edge Aerospace Inc. for the Vernon Regional Airport Terminal Office located at 101-6300 Tronson Road, commencing November 10, 2020, with a gross monthly rent of \$250.00 per month plus GST and minimum liability insurance of \$2M.'

City Reception

From: Kaely Johnson
Sent: Monday, November 9, 2020 9:46 AM
To: Public Hearings
Cc: myles fitzgerald
Subject: For Review - Input on 3204 15 Street (Homeowners)

External Email - Use Caution

Mr. Cumming
Mr. Anderson
Mr. Fehr
Ms. Gares
Ms. Nahal
Mr. Mund
Mr. Quiring



Good morning Council,

Firstly my apologies for the last minute message to you on the day this goes to Council. We were only able to have our first review of the City's recommendations Friday afternoon but nonetheless are happy to share our final thoughts before this goes to Council.

Our intention as you will see on today's 9th agenda item is to request a variance for 3204 15 street. My partner Myles Fitzgerald has his name on the application, I too reside at the home and speak for the both of us (he is cc'd here).

We are looking to clarify our intent on the height variance requested:

The **midpoint of our roof will be 6.94 m**, while the very top of the roof will be 8m and the low point of our roof will come in at approximately 5.4m. If our plans are accepted, the 8m high section of the roof will simply be an overhang over the small deck.

To our understanding, section 5.5.6 of the bylaw does not distinguish midpoint vs top point of a sloped roof. Pairing this with the documented support of our surrounding neighbours we are hopeful this will be considered during your discussion today.

We thank you for your time and your review.

Best,
Kaely Johnson & Myles Fitzgerald
Homeowners

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THE CORPORATION OF THE CITY OF VERNON

BYLAW NUMBER 5836

A Bylaw to provide for withdrawal from the Intermunicipal Fire Training Centre Service and termination of the Fire Training Centre lease

WHEREAS the City wishes to withdraw from the Intermunicipal Fire Training Centre Service pursuant to *Intermunicipal Fire Training Centre Service Bylaw No. 5395, 2012*, as amended, and further pursuant to the Intermunicipal Fire Training Centre Service Agreement dated for reference January 1, 2018, as amended;

AND WHEREAS the City wishes to terminate the lease agreement with the Regional District of North Okanagan for the Fire Training Centre premises, dated for reference January 1, 2013;

NOW THEREFORE the Council of the Corporation of the City of Vernon ENACTS AS FOLLOWS:

Citation

1. This bylaw shall be cited for all purposes as "*Intermunicipal Fire Training Centre Service Withdrawal Bylaw Number 5836, 2020.*"

Definitions and Interpretation

2. In this bylaw:

- (a) "**Agreement**" means the Intermunicipal Fire Training Centre Service Agreement dated for reference January 1, 2018, as amended, and entered into by all of the Intermunicipal Participants;
- (b) "**Intermunicipal Participant**" means, subject to section 3 of this bylaw, the City of Vernon, District of Coldstream, Village of Lumby, Township of Spallumcheen, City of Armstrong, City of Enderby, and Regional District of North Okanagan;
- (c) "**Lease**" means the lease agreement for the Fire Training Centre premises between the City of Vernon and the Regional District of North Okanagan, dated for reference January 1, 2013;
- (d) "**Service**" means the Intermunicipal Fire Training Centre Service established under the Service Bylaw, as amended, and the Agreement, as amended;
- (e) "**Service Bylaw**" means the *Intermunicipal Fire Training Centre Service Bylaw No. 5395, 2012*, as amended;

Withdrawal and Termination

3. The City of Vernon hereby exercises its right to withdraw from the Service under section 8 of the Service Bylaw and section 12.2 of the Agreement.
4. The withdrawal is effective the earlier of December 31, 2021, or such date that the Intermunicipal Participants may agree in writing.
5. The City of Vernon hereby terminates the Lease pursuant to section 3.2(b) of the Lease, effective the earlier of December 31, 2021 or such date that the Regional District of North Okanagan enters into a new lease agreement for the Fire Training Centre premises with another Intermunicipal Participant.

Notices

6. The Corporate Officer is directed to deliver a copy of this bylaw to the Corporate Officers of the Intermunicipal Participants under section 15.1 of the Agreement and to the Corporate Officer of the Regional District of North Okanagan under section 29.1 of the Lease.
7. The Mayor and Corporate Officer are authorized to execute such agreements and notices as may be required to deliver notice of the withdrawal from the Service and otherwise formally withdraw from the Service and terminate the Lease.

READ A FIRST TIME the	day of
READ A SECOND TIME the	day of
READ A THIRD TIME the	day of
ADOPTED the	day of

—

Mayor

Corporate Officer