

**THE CORPORATION OF THE CITY OF GRAND FORKS
AGENDA – SPECIAL MEETING**

**Wednesday March 4 – 10:00 a.m.
7217 4th Street, City Hall**

	<u>ITEM</u>	<u>SUBJECT MATTER</u>	<u>RECOMMENDATION</u>
1.	<u>CALL TO ORDER</u>		
2.	<u>ADOPTION OF MEETING AGENDA</u>		
3.	<u>REGISTERED PETITIONS AND DELEGATIONS</u>		
4.	<u>UNFINISHED BUSINESS</u>		
	a) Development & Engineering/Corporate Services- Multi Agency Accommodation Project (MAAPS) MAAPS Chronological Report.pdf	Feb 23rd Regular Meeting Direction of Council to Staff for more information with regard to the project and provision of other possible options	RESOLVED THAT council receives the chronological information with regard to the Multi Agency Accommodation Project (MAAPS), and determines to make a decision on whether or not to accept the lease proposal, or to provide direction on alternative options for the benefit of the project.
5.	<u>RECOMMENDATIONS FROM STAFF FOR DECISIONS</u>		
6.	<u>REQUESTS ARISING FROM CORRESPONDENCE</u>		
7.	<u>BYLAWS</u>		
8.	<u>LATE ITEMS</u>		
9.	<u>ADJOURNMENT</u>		

REQUEST FOR DECISION

— REGULAR MEETING —



To: Mayor and Council
From: Corporate Services
Date: February 27th, 2015
Subject: Multi Agency Accommodation Project (MAAP)
Recommendation: **RESOLVED THAT COUNCIL RECEIVES THE CRONOLOGICAL INFORMATION WITH REGARD TO THE MULTI AGENCY ACCOMMODATION PROJECT (MAAPS), AND DETERMINES TO MAKE A DECISION ON WHETHER OR NOT TO ACCEPT THE LEASE PROPOSAL, OR TO PROVIDE DIRECTION ON ALTERNATIVE OPTIONS FOR THE BENEFIT OF THE PROJECT.**

BACKGROUND: At the February 23rd, 2015 Regular Meeting, Council discussed the MAAPS request and options for economic development with regard to the City property located at 7212 Riverside Drive. Council adopted a resolution at said meeting that referred the request from MAAPS back to staff for more information. Staff has compiled and provided the attached information with regard to details of the MAAPS project in chronological order and further has included an inventory of City owned land which potentially, could provide a basis for options for the MAAPS organization.

Staff will provide a verbal synopsis overview of the attached information to Council.

Benefits or Impacts of the Recommendation:

General: The Multi-Agency Accommodation Project, which encompasses Habitat for Humanity, BETHS and Whispers of Hope provides an integral social program for the City.

Strategic Impact: Depending on Council's Strategic Initiatives, the value and development of riverfront property could impact the City's economic development initiatives and vision.

Financial: Any costs incurred would be contingent on Council's direction.

Policy/Legislation: Section 8 (1) of the Community Charter gives the municipality the capacity, rights, powers, and privileges of a natural person, including the power to acquire and dispose of property. Disposal of property also includes the leasing of property.

Attachments: Chronological information from the most recent to least recent.

REQUEST FOR DECISION

— REGULAR MEETING —



Recommendation:

RESOLVED THAT COUNCIL RECEIVES THE CRONOLOGICAL INFORMATION WITH REGARD TO THE MULTI AGENCY ACCOMMODATION PROJECT (MAAPS), AND DETERMINES TO MAKE A DECISION ON WHETHER OR NOT TO ACCEPT THE LEASE PROPOSAL, OR TO PROVIDE DIRECTION ON ALTERNATIVE OPTIONS FOR THE BENEFIT OF THE PROJECT.

OPTIONS:

1. RESOLVED THAT COUNCIL RECEIVES THE STAFF REPORT.
2. RESOLVED THAT COUNCIL DOES NOT ACCEPT THE STAFF REPORT.

	
Department Head or CAO	Chief Administrative Officer

FOCUS

*Feb 23rd Regular Meeting Report
+ Draft Reso. ①*

REQUEST FOR DECISION

— REGULAR MEETING —



To: Mayor and Council
From: Corporate Services
Date: February 4th, 2015
Subject: Multi Agency Accommodation Project (MAAP) Lease Extension
Recommendation: **RESOLVED THAT COUNCIL DISCUSSES OPTIONS WITH REGARD TO THE MAAP PROGRAM AND PROPERTY.**

BACKGROUND: Sgt. Jim Harrison, Vice Chair for the Boundary Emergency and Transitional Housing Society (BETHS), made a presentation to the Committee of the Whole this morning requesting that the City consider extending the period of their lease agreement from a period of five years to a period of ten years. The Multi-Agency Accommodation Project has received a conditional offer of \$100,000 for the continued development of planned improvements, from BC Housing. In Sgt. Harrison's presentation, he asked that the lease extension was a stipulation from BC Housing.

At the February 10th, 2015 Regular Meeting, Council deferred this discussion to go to the Regular Meeting of Council for February 23rd, 2015. This report is re-presented to Council as unfinished business.

Benefits or Impacts of the Recommendation:

General: The Multi-Agency Accommodation Project, which encompasses Habitat for Humanity, BETHS and Whispers of Hope provides an integral and much needed social program for the City.

Strategic Impact: N/A

Financial: N/A

Policy/Legislation: Section 8 (1) of the Community Charter gives the municipality the capacity, rights, powers, and privileges of a natural person, including the power to acquire and dispose of property. Disposal of property also includes the leasing of property.

Attachments: 1) Delegation from Sgt. Jim Harrison; 2) Indenture of Lease (highlighted areas show the proposed changes); and 3) excerpt from the Min. of Community, Sport and Cultural Development regarding partnering agreements.

Recommendation: **RESOLVED THAT COUNCIL DISCUSSES OPTIONS WITH REGARD TO THE MAAP PROGRAM AND PROPERTY.**

OPTIONS: 1. RESOLVED THAT COUNCIL RECEIVES THE STAFF REPORT.

REQUEST FOR DECISION

— REGULAR MEETING —



- 2. RESOLVED THAT COUNCIL DOES NOT ACCEPT THE STAFF REPORT.**
- 3. RESOLVED THAT COUNCIL REFERS THE MATTER BACK TO STAFF FOR FURTHER INFORMATION.**

 Department Head or CAO	 Chief Administrative Officer
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REQUEST FOR DECISION

— REGULAR MEETING —



To: Mayor and Council
From: Corporate Services
Date: February 4th, 2015
Subject: Multi Agency Accommodation Project (MAAP) Lease Extension
Recommendation: **RESOLVED THAT COUNCIL DIRECTS STAFF TO EXTEND THE CURRENT FIVE YEAR LEASE FOR CITY PROPERTY, CIVICALLY KNOWN AS 7212 RIVERSIDE DRIVE, TO A PERIOD OF 10 YEARS SO THAT THE MULTI AGENCY ACCOMMODATION PROJECT (MAAP), IS ELIGIBLE TO RECEIVE \$100,000 GRANT FUNDING FROM BC HOUSING FOR THE CONTINUED DEVELOPMENT OF PLANNED IMPROVEMENTS TO SAID PROPERTY LEASED BY HABITAT FOR HUMANITY ON BEHALF OF BETHS (BOUNDARY EMERGENCY TRANSITIONAL HOUSING SOCIETY); WHISPERS OF HOPE AND HABITAT FOR HUMANITY, AND FURTHER DIRECTS STAFF TO ADVERTISE THE PUBLIC NOTICE IN ACCORDANCE WITH SECTION 26 AND 94 OF THE COMMUNITY CHARTER.**

BACKGROUND: Sgt. Jim Harrison, Vice Chair for the Boundary Emergency and Transitional Housing Society (BETHS), made a presentation to the Committee of the Whole this morning requesting that the City consider extending the period of their lease agreement from a period of five years to a period of ten years. The Multi-Agency Accommodation Project has received a conditional offer of \$100,000 for the continued development of planned improvements, from BC Housing. In Sgt. Harrison's presentation, he asked that the lease extension was a stipulation from BC Housing.

Benefits or Impacts of the Recommendation:

General: The Multi-Agency Accommodation Project, which encompasses Habitat for Humanity, BETHS and Whispers of Hope provides an integral and much needed social program for the City.

Strategic Impact: N/A

Financial: N/A

Policy/Legislation: Section 8 (1) of the Community Charter gives the municipality the capacity, rights, powers, and privileges of a natural person, including the power to acquire and dispose of property. Disposal of property also includes the leasing of property.

Page 49 of 228

Page 25 of 110

REQUEST FOR DECISION

— REGULAR MEETING —



Attachments: 1) Delegation from Sgt. Jim Harrison; 2) Indenture of Lease (highlighted areas show the proposed changes); and 3) excerpt from the Min. of Community, Sport and Cultural Development regarding partnering agreements.

Recommendation:

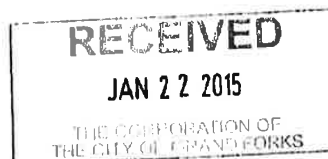
RESOLVED THAT COUNCIL DIRECTS STAFF TO EXTEND THE CURRENT FIVE YEAR LEASE FOR CITY PROPERTY, CIVICALLY KNOWN AS 7212 RIVERSIDE DRIVE, TO A PERIOD OF 10 YEARS SO THAT THE MULTI AGENCY ACCOMMODATION PROJECT (MAAP), IS ELIGIBLE TO RECEIVE \$100,000 GRANT FUNDING FROM BC HOUSING FOR THE CONTINUED DEVELOPMENT OF PLANNED IMPROVEMENTS TO SAID PROPERTY LEASED BY HABITAT FOR HUMANITY ON BEHALF OF BETHS (BOUNDARY EMERGENCY TRANSITIONAL HOUSING SOCIETY); WHISPERS OF HOPE AND HABITAT FOR HUMANITY, AND FURTHER DIRECTS STAFF TO ADVERTISE THE PUBLIC NOTICE IN ACCORDANCE WITH SECTION 26 AND 94 OF THE COMMUNITY CHARTER.

OPTIONS:

- 1. RESOLVED THAT COUNCIL RECEIVES THE STAFF REPORT.**
- 2. RESOLVED THAT COUNCIL DOES NOT ACCEPT THE STAFF REPORT.**
- 3. RESOLVED THAT COUNCIL REFERS THE MATTER BACK TO STAFF FOR FURTHER INFORMATION.**

	
Department Head or CAO	Chief Administrative Officer

Council Delegations



Background

Council for the City of Grand Forks welcomes public input and encourages individuals and groups to make their views known to Council at an open public meeting.

Council needs to know all sides of an issue, and the possible impacts of any action they make take, prior to making a decision that will affect the community. The following outline has been devised to assist you in preparing for your presentation, so that you will understand the kind of information that Council will require, and the expected time frame in which a decision will be forthcoming. Council may not make a decision at this meeting.

Presentation Outline

Presentations may be a maximum of 10 minutes.

Your Worship, Mayor ~~KOWAL~~ and Members of Council, I/We are here this evening on behalf of Multi Agency Accommodation Project

to request that you consider Lease extension on 7212 Riverside Dr.

The reason(s) that I/We are requesting this action are:

We have received a conditional offer of \$100,000 funding to construct Transitional Housing Units from BC Housing.

I/We believe that in approving our request the community will benefit by:

The continued development of planned improvements on property leased by Habitat for Humanity on behalf of BETHS, Whisperers of Hope and Habitat for Humanity.

FILE CODE

(over)

D2 - Multi Agency Accommodation Project

Page 51 of 228

Page 27 of 110

Council Delegations (cont.)

I/We believe that by not approving our request the result will be:

Funding will not be granted by BC Housing

In conclusion, I/we request that Council for the City of Grand Forks adopt a resolution

stating: That the current 5 year Lease of 7212 Riverside Dr. be extended to a period of 10 years as requested by BC Housing.

Name: **JimHarrison, Vice Chair**

Organization: **Boundary Emergency and Transitional Housing Society (BETHS)**

Mailing Address:
(Including Postal Code)

Telephone Number: **250-442-7682**

Email Address: **harrisoj@shaw.ca**

The information provided on this form is collected under the authority of the Community Charter and is a matter of public record, which will form a part of the Agenda for a Regular Meeting of Council. The information collected will be used to process your request to be a delegation before Council. If you have questions about the collection, use and disclosure of this information contact the "Coordinator" City of Grand Forks.

N:Forms/Delegation form

Form may be submitted by email to: info@grandforks.ca

INDENTURE OF LEASE

THIS LEASE dated for reference the 24 day of September, 2013.

BETWEEN

THE CORPORATION OF THE CITY OF GRAND FORKS
7217 4th Street, P.O. Box 220
Grand Forks, British Columbia, V0H 1H0
(hereinafter referred to as the "Landlord")

OF THE FIRST PART

AND

HABITAT FOR HUMANITY BOUNDARY SOCIETY
7214 – 14th Street, P.O. Box 1088
Grand Forks, British Columbia, V0H 1H0
(hereinafter referred to as the "Tenant")

OF THE SECOND PART

- Page 1 of 20-

Landlord	Tenant
	

Page 53 of 228

Page 29 of 110

WHEREAS:

- A. The Landlord is the registered owner in fee simple of that parcel of land and premises located at 7212 Riverside Drive, Grand Forks, B. C. and legally described as set out in Schedule "A";
- B. Located on the land is a premise which the Tenant will sublet to Boundary Emergency Transitional Housing Society (Beths) and Whispers of Hope to be used for a homeless shelter, soup kitchen, thrift store, transition housing units, offices and meeting room. The Tenant will be permitted to construct a ReStore situated on the lands set out in Schedule "A", which will include part of the lands on the portion of the closed road, formerly 72nd Avenue (the "Restore");

The Landlord wishes to rent to the Tenant and the Tenant wishes to rent from the Landlord premises having an area of 4,400 square feet shown outlined in heavy red line on the sketch plan attached as Schedule "B" (the "Premises") and the land which will include the portion of the closed road. The Landlord will make the improvements set out in Schedule "E".

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

Lease:

1. The Landlord hereby leases the Premises described in Schedule "B" (the "Premises") and located on the land described in Schedule "A" (the "land") to the Tenant on the terms and conditions set out in this Lease.

Term:

2. This Lease shall be for a term of ~~five (5) years~~ **ten (10) years**, commencing on the 24 day of September, 2013 (the "Commencement Date") and expiring on the 29 day of September, ~~2018~~ (the "Term"). For the purpose of this lease, "Lease Year" means any one year period from the first day of September to the last day of August during the Term or any renewal term.

2023

Rent:

3. The Tenant shall pay the Landlord annual rent of \$1.00 (ONE DOLLAR) payable (the "Rent") each Lease Year in one installment. The payment of \$1.00 (ONE DOLLAR) is payable on August 30 of each Lease Year.

- Page 2 of 20-

Landlord	Tenant
	

Page 54 of 228

Page 30 of 110

4. The Tenant's obligation to pay rent will be increased after the first year of the Lease from \$1.00 (ONE DOLLAR) per year to a base rent of \$1.00 per year together with 5% of the net profits of all sales or other income made from or through the Tenant's ReStore and Whispers of Hope Thrift Store business, to be determined annually by the Tenant's accountant. (Total annual sales less the operating expenses. (ie: wages, utilities, etc.)
5. If the Tenant is not in default under this Lease at the time of giving notice of renewal and at the time of the commencement of the renewal term, the Tenant may renew this Lease for one consecutive ~~5-year~~ ^{10 year} renewal term, on the same terms and conditions (except this right of renewal, which is modified accordingly), by giving notice to the Landlord (in the manner required for giving notices) not less than 180 days before the scheduled expiry of this Lease.
6. The rent for the renewal term and paragraph 4 shall be adjusted by an amount to be negotiated between the parties. PROVIDED THAT if the parties fail to agree on the amount of the rent for the renewal term or paragraph 4 the matter shall be referred to arbitration by a single arbitrator to be mutually agreed upon by the parties subject to the provisions of the Commercial Arbitration Act of the Province of British Columbia as from time to time in force. The arbitrator shall determine the annual rent for the renewal term or for clause 4 on the basis of the then-fair market rent for the retail portion of the Thrift Store of the Premises and Land, being the rent which would be paid for the Premises or and Land in their then-current condition (including all leasehold improvements thereto) or in whatever condition the Landlord is entitled to require the Tenant to leave the Premises or and Land at the expiration of the Term, whichever condition would result in higher rent, as between persons dealing in good faith and at arm's length and without regard to any restrictive covenants as to use.

Operating Costs:

7. All of the operating costs in relation to the Premises shall be borne solely by the Tenant. The Tenant is responsible for all its operating costs in relation to its use of the Premises not expressly itemized in Schedule "C".

- Page 3 of 20-

Landlord	Tenant
	

Page 55 of 228

Page 31 of 110

Utilities:

8. The Tenant shall pay all charges for the utilities itemized in Schedule "C". The Tenant shall pay all charges for telephone service, cablevision or other utility or communication service rendered in respect of the Tenant's use of the Premises not specifically itemized in Schedule "C".

Building Maintenance:

9. Subject to the Tenant's repair obligations as set out in Section 11, the Tenant shall maintain the Premises and shall provide the services in relation to the Building set out in Schedule "C". Neither the Tenant nor the Landlord has any obligation to the other regarding reasonable wear and tear of the Premises or the Building.

Repairs:

10. The Tenant covenants at its sole cost and expense, subject to the provisions of Section 10, to maintain the Premises and its HVAC, mechanical, electrical, plumbing and utility systems in good repair and operating condition, and upon receipt of written notice from the Landlord, to remedy promptly any defects in the Premises and its said systems, reasonable wear and tear excluded. The Tenant shall be responsible for all costs associated with repairs to the Premises arising as a result of the Tenant's use of the Premises or as a result of the use of the Premises by any agent, contractor, licensee, employee or invitee of the Tenant and all costs associated with all other repairs to the Premises, reasonable wear and tear excluded. The Tenant shall not overload any floors in the Premises.

Repair in the Event of Damage:

11. If the Premises are damaged by fire or any other hazard such that the Premises are rendered untenable or such that convenient access is prevented, then if such damage is reasonably and economically capable of repair within ninety (90) days, the Landlord shall, within thirty (30) days of the occurrence of the damage, initiate that repair and forthwith allow an abatement of the Rent which recognizes the nature and extent of the damage, or inconvenience, until such time as the Premises have been rebuilt or access restored. If the Landlord does not initiate the restoration of the Premises or access within the said thirty (30) days, or having commenced the restoration, does not proceed to complete it with reasonable dispatch, then the Tenant may give the Landlord fourteen (14) days notice and thereafter may terminate this Lease forthwith. If the damage is severe enough to preclude the reoccupation of the Premises by the Tenant for a period in excess of ninety (90) days, either party may, within thirty (30) days of the occurrence of the damage, serve notice upon the other of the immediate termination of this Lease.

- Page 4 of 20-

Landlord	Tenant
	

Page 56 of 228

Page 32 of 110

Landlord's Right to Perform:

12. If the Landlord delivers to the Tenant written notice of an alleged default in any of the services to be provided by the Tenant hereunder, and the Tenant fails to remedy such alleged default in regards to maintenance:

- a) Within thirty (30) days from and after delivery of such written notice; or
- b) Within such period less than thirty (30) days from and after delivery of such written notice as will ensure that the Landlord suffers no loss or damage if, by reason of the nature of alleged default, the Landlord may reasonably be expected to suffer loss or damage if such alleged default is not remedied within a period less than thirty (30) days,

then and in any and every such event, the Landlord may immediately terminate this Lease and may pursue any other available remedies as well.

Notification of Defect:

13. The Tenant shall promptly give the Landlord notice of any structural or personal accident, defect or damage within the Premises, systems or services for which the Tenant has an obligation under this Lease and which have come to the Tenant's attention.

Access:

14. The Tenant and their respective servants, agents, employees, licensee and invitees shall have the right in common with other occupants of the Premises to pass, repass and utilize the Land for the purposes of ingress, egress and full enjoyment of the Premises, parking and other facilities in use by the Tenant.

Quiet Enjoyment:

15. The Landlord hereby covenants with the Tenant for quiet enjoyment.

Compliance with Laws:

16. The Tenant and the Landlord shall each comply with and observe all federal, provincial and local government laws, bylaws, rules, regulations, orders, permits and licenses in force with respect to the Premises and any alterations to the Premises.

- Page 5 of 20-

Landlord	Tenant
	

Page 57 of 228

Page 33 of 110

Alterations:

17. The Tenant shall be able, with the prior written consent of the Landlord, (which consent shall not be unreasonably withheld or delayed) to make such alterations or additions to the Premises as it may from time to time request in writing and as are required for the conduct of its business. If the Landlord does not respond within thirty (30) days to such a request, consent will be deemed to have been given.

Notification of Sale or Assignment and Acknowledgement:

18. If at any time during the Term hereof the Premises or the Landlord's interest therein or in this Lease shall be assigned, mortgaged or sold to any third party, the Landlord shall, within fourteen (14) days following the execution and delivery by the Landlord of any assignment or documents of mortgage or sale, deliver to the Tenant a notice in writing of the making of such assignment, mortgage or sale and the effective date thereof and shall obtain an agreement from the assignee, mortgage or purchaser, as the case may be, acknowledging and confirming the Rent, the Term and the other covenants, obligations and conditions of this Lease.

Direction as to Emergency and Payments:

19. In case of emergency the Landlord emergency telephone number is (250) 442-8266 or after hours Accura Alarms (250) 364-5808. Until further notice the Landlord designates the Chief Financial Officer as the recipient for rent and other amounts payable under the Lease.



Insurance:

20. The Landlord shall obtain, maintain and pay for insurance on the Building, excluding the Restore and all chattels of the Tenant against loss or damage by fire and extended coverage perils.

Such insurance shall contain a waiver of subrogation by insurers against the Tenant and its subtenants. The Landlord further agrees to obtain and maintain Public Liability Insurance for an amount not less than Two Million Dollars (\$2,000,000.00) per occurrence.

21. The Tenant shall not do or permit anything to be done which causes the Landlord's cost of insuring the Premises to increase. Any increase in insurance costs to Landlord resulting from the Tenant's breach of this covenant shall be borne by the Tenant.

- Page 6 of 20-

Landlord	Tenant
	

Page 58 of 228

Page 34 of 110

No Waste or Nuisance:

22. The Tenant shall not:

- a) Commit or permit any willful or voluntary waste, spoil or destruction on the Land or Premises; or
- b) Do or permit to be done anything that may be considered upon investigation to be a nuisance or annoyance to owners or occupiers of adjoining lands or to the public generally, notwithstanding the normal operations of the Boundary Emergency Transitional Housing Society (Beths) and Whispers of Hope to be used for a homeless shelter, soup kitchen, thrift store, transition housing units, offices and meeting room.

Mutual Indemnity:

23. The Landlord and Tenant shall indemnify each other against all claims, actions, causes of action, loss, damage, expense and costs, whatsoever, made by any person arising out of or resulting directly or indirectly and whether by reason of negligence or otherwise, from the performance, default of performance, or, remedying of any default by any party hereto of its covenants and obligations under this Lease.

Annexations of Tenant's Fixtures:

24. The Tenant and the Landlord agree that any additions, alterations, improvements and fixtures made to or installed upon the Premises at the expense of the Tenant other than reasonably moveable fixtures shall, immediately upon affixation, be deemed to be annexed to the Premises. Such fixtures shall remain upon and be surrendered with the Premises upon the expiration or earlier termination of this Lease unless the Landlord and the Tenant otherwise agree. Provided that the Landlord and Tenant agree that the addition known as the ReStore Building is the Tenant's property and can be removed by the Tenant up to six months after the expiration or earlier termination of this Lease, after which time it becomes the Landlord's property without any compensation to the Tenant.

Yielding Up:

25. The Tenant shall surrender the Premises at the expiration or earlier termination, of the Term in good repair to the Landlord, excepting only reasonable wear and tear, damage from fire, storm, tempest and other casualty, and removal of chattels and the Tenant shall not be liable to pay compensation or to make any other payment to the Landlord in respect of restoration or repair of the Premises.

- Page 7 of 20-

Landlord	Tenant
	

Page 59 of 228

Page 35 of 110

Notice of Default:

26. If the Tenant should break any of its covenants, agreements or obligations under this Lease, the Landlord may send the Tenant a notice of default (in the manner required herein for giving notices) and if the default is one that is curable by the Tenant, the Landlord may notify the Tenant that the default must be cured within 15 days (if the default is non-payment of money) or in other cases, 30 days (or a lesser time in the case of emergency or urgent circumstances).

Landlord's Right to Perform:

27. If the Tenant should fail to rectify a curable default within the time specified and if the default is one that can be cured by the Landlord, the Landlord may, without further notice to the Tenant, take all steps considered in its sole discretion necessary to rectify the default. Nothing in this Lease obligates the Landlord to rectify any default of the Tenant but should the Landlord choose to do so, the Landlord shall not be liable to the Tenant for any act or omission in the course of curing or attempting to cure any default.

Provisos:

28. Provided always and it is hereby agreed that:

- a) If the Rent is unpaid for fifteen (15) days; or
- b) If the Tenant should breach any other of its covenants, agreements or obligations herein and, if such breach is curable by the Tenant, the breach is not cured by the Tenant within 30 days (or other time specified) after receipt of a notice sent by the Landlord to the Tenant, in the manner herein provided, requiring that the breach be cured;

then notwithstanding anything in this Lease to the contrary, the Landlord may, without further notice, enter into and upon the Premises or any part in the name of the whole and to have the same again, repossess and enjoy as of its former estate, and if and whenever the Landlord becomes entitled to re-enter the Premises, the Landlord, in addition to all other rights and remedies, shall have the right to terminate this Lease without further notice. Thereupon, this Lease and the Term or renewal term, as the case may be, shall terminate and the Tenant shall immediately deliver up possession of the Premises to the Landlord in accordance with Section 25.

29. If the Landlord terminates this Lease, the Landlord retains the right to proceed at law against the Tenant for all arrears of Rent and other accrued loss or damage and costs, including all prospective losses or prospective damages suffered or to be suffered by the Landlord arising from the default of the Tenant under this Lease:

- Page 8 of 20-

Landlord	Tenant
	

Page 60 of 228

Page 36 of 110

30. The Landlord or the Tenant retains the right to terminate this Lease upon the Landlord or the Tenant giving the other party six months' written notice of termination.

Holding Over:

Ten (10)

31. If the Tenant should hold over after the expiration of the ~~Five (5)~~ Term and the Landlord should accept rent, the new tenancy thereby created shall be a tenancy from month to month and not a tenancy from year to year, and shall be subject to the covenants and conditions herein contained so far as the same are applicable to a tenancy from month to month. The monthly rent payable by the Tenant will equal to an amount that is 1/12th of the previous years, Rent then payable.

Assignment:

32. This Lease may not be assigned or transferred by the Tenant and the Premises may not be sublet without the consent of the Landlord, such consent may be unreasonably withheld.

Costs:

33. Each of the Landlord and the Tenant is responsible for its own legal costs in relation to the preparation and negotiation of this Lease. The Tenant and the Landlord shall perform all of their obligations, covenants and agreements under this Lease solely at their own cost.

Notice

34. Any notice, document or communication required or permitted to be given hereunder shall be in writing and shall be deemed to be satisfactory if and deemed to have been delivered:

- a) When sent by facsimile transmission or when delivered by hand, on the date of receipt; or
- b) When mailed by registered mail, on the date received or on the fifth day after receipt of mailing by any Canada post office, whichever is the earlier;

PROVIDED the notice is sent to the party at the address and facsimile number provided herein or to whatever other address or facsimile number the party from time to time in writing may advise.

Law to the Contrary:

35. This Lease shall ensure to the benefit of and be binding on the parties notwithstanding any rule of law or equity to the contrary.

- Page 9 of 20-

Landlord	Tenant
	

Page 61 of 228

Page 37 of 110

Severance:

36. If any portion of this Lease is held invalid by a court of competent jurisdiction, the invalid portion shall be severed and the decision that it is invalid shall not affect the validity of the remainder of this Lease.

Governing Law:

37. This Lease shall be governed by and construed in accordance with the laws of the Province of British Columbia.

Waiver:

38. Waiver by the Landlord of any default by the Tenant shall not be deemed to be a waiver of any subsequent default. A waiver is effective only if it is in writing.

References:

39. Every reference to each party is deemed to include the heirs, executors, administrators, successors, directors, employees, members, servants, agents, officers, and invitees of such party where the context so permits or requires.

Amendment:

40. This Lease may not be modified or amended except by an instrument in writing signed by the Landlord and the Tenant.

Remedies Not Exclusive:

41. No remedy conferred upon or reserved to the parties is exclusive of any other remedy herein or provided by law, but all such remedies shall be cumulative and may be exercised in any order or concurrently.

Charges on Title:

42. The Tenant shall abide by and observe all requirements and restrictions on the title to the Land registered prior to the Commencement Date.

Instrument:

43. This Lease shall ensure to the benefit of and be binding upon the parties hereto and their respective successors.

- Page 10 of 20-

Landlord	Tenant
	

Page 62 of 228

Page 38 of 110

Captions:

44. The captions appearing in this Lease have been inserted for reference and as a matter of convenience and in no way define, limit or enlarge the scope or meaning of this Lease.

Interpretation:

45. Wherever the singular or masculine or neuter is used in this Lease, the same shall be construed as meaning the plural, the feminine or body corporate where the context so requires.

Entire Lease:

46. The provisions herein contained 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 hereof.

Time of Essence:

47. Time is of the essence of this Lease.

Further Assurances:

48. The parties shall execute and do all such further deeds, acts, things and assurances as may be reasonably required to carry out the intent of this Lease.

Covenants and Conditions:

49. All of the provisions of this Lease shall be deemed and construed to be conditions as well as covenants as though the words specifically expressing or importing covenants and conditions were used in each separate section.

List of Schedules:

Schedule "A" – Legal Description of the Land
Schedule "B" – Sketch of the Premises
Schedule "C" – Tenant's Operating Costs and Services
Schedule "D" – Tenant's Improvements
Schedule "E" – Additional Clauses
Schedule "F" – Retail Square Footage Plan

- Page 11 of 20-

Landlord	Tenant
	

Page 63 of 228

Page 39 of 110

IN WITNESS WHEREOF the parties have affixed their hands and seals and where a party is a corporate entity, the corporate seal of that entity has been affixed in the presence of its duly authorized officers effective the day and year first recited above.

THE CORPORATE SEAL OF the Landlord was hereunto affixed in the presence of:



Authorized Signature City of Grand Forks


Authorized Signature City of Grand Forks


Authorized Signature
Habitat for Humanity Boundary Society
Executive Director


Authorized Signature
Habitat for Humanity Boundary Society
Secretary

- Page 12 of 20-

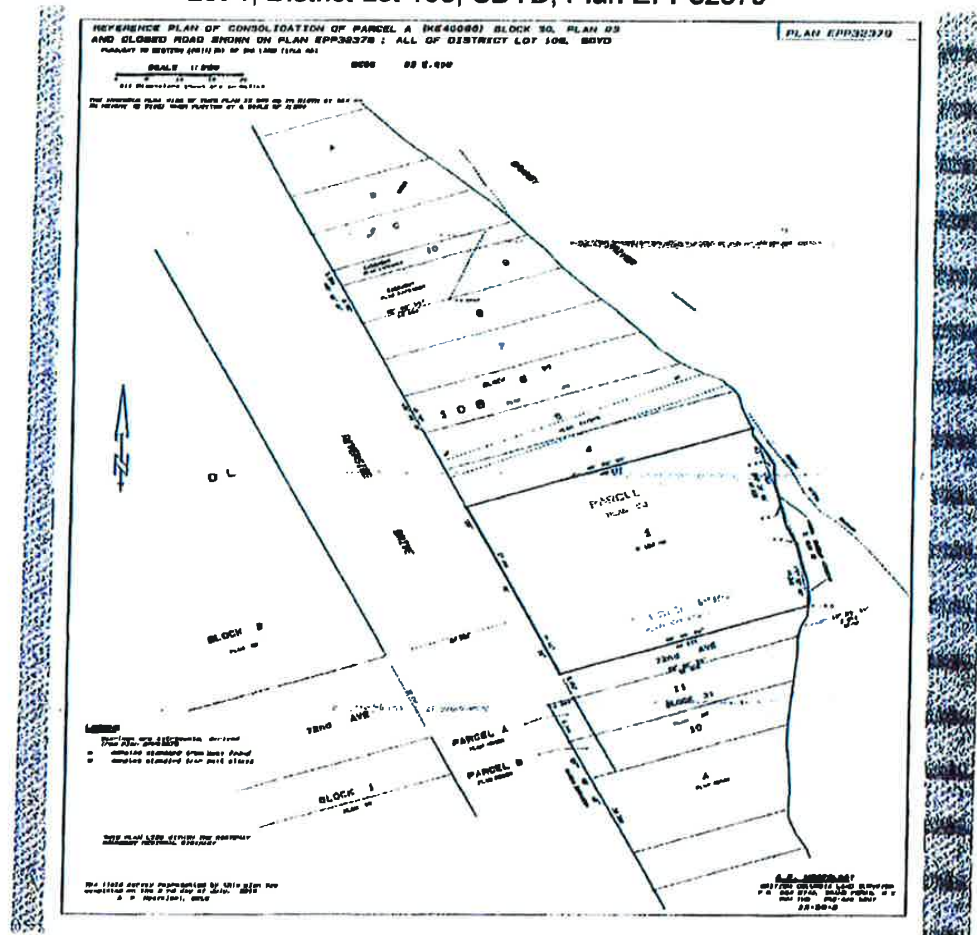
Landlord	Tenant
	

Page 64 of 228

Page 40 of 110



<p>SCHEDULE "A"</p> <p>LEGAL DESCRIPTION</p>
--

Lot 1, District Lot 108, SDYD, Plan EPP32379



- Page 13 of 20-

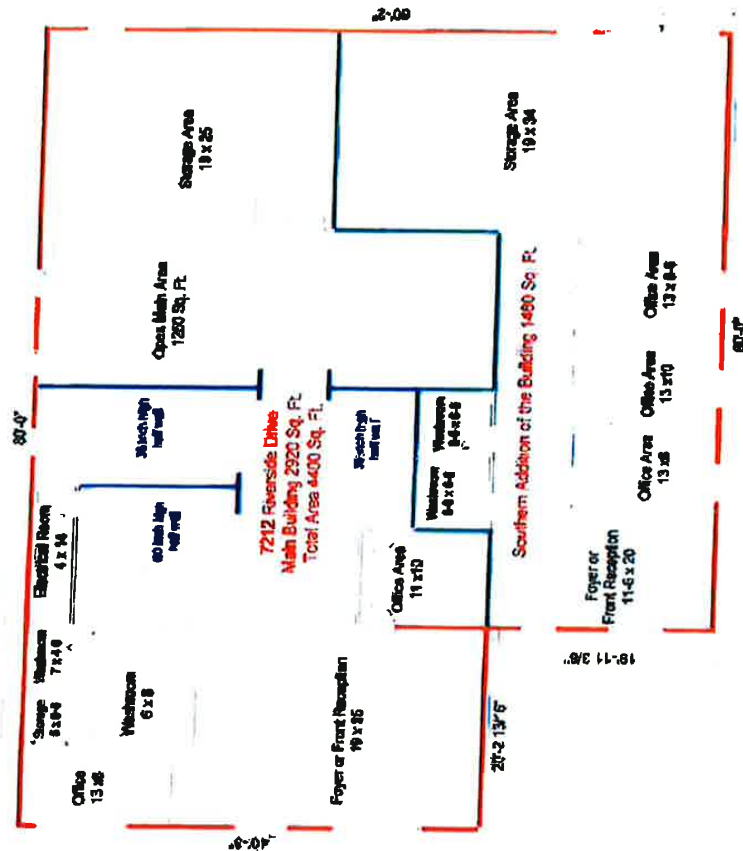
Landlord	Tenant
1. The landlord is responsible for the structural integrity of the building.	1. The tenant is responsible for the interior decoration and maintenance of the premises.
2. The landlord is responsible for the provision of water and electricity.	2. The tenant is responsible for the payment of rent and rates.
3. The landlord is responsible for the provision of a safe and sound building.	3. The tenant is responsible for the use of the premises in accordance with the terms of the lease.
4. The landlord is responsible for the provision of a quiet and peaceful environment.	4. The tenant is responsible for the payment of any taxes and levies.
5. The landlord is responsible for the provision of a secure and safe building.	5. The tenant is responsible for the maintenance of the premises in a clean and tidy condition.
6. The landlord is responsible for the provision of a well-ventilated building.	6. The tenant is responsible for the payment of any insurance premiums.
7. The landlord is responsible for the provision of a well-lit building.	7. The tenant is responsible for the payment of any other charges.
8. The landlord is responsible for the provision of a well-maintained building.	8. The tenant is responsible for the payment of any other charges.
9. The landlord is responsible for the provision of a well-located building.	9. The tenant is responsible for the payment of any other charges.
10. The landlord is responsible for the provision of a well-situated building.	10. The tenant is responsible for the payment of any other charges.

	
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Page 65 of 228

Page 41 of 110

SCHEDULE "B" **SKETCH OF EXISTING PREMISES**



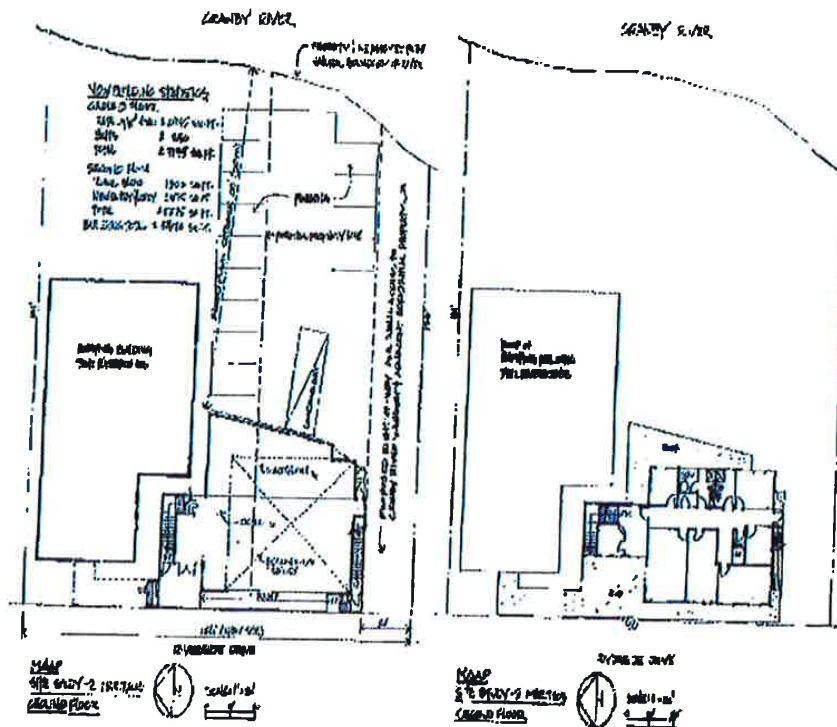
- Page 14 of 20-

Landlord	Tenant
<i>[Signature]</i>	<i>[Signature]</i>

Page 66 of 228

Page 42 of 110

SCHEDULE "B" **SKETCH OF PROPOSED SITE** **PLAN**



- Page 15 of 20-

Landlord	Tenant
<i>[Signature]</i>	<i>[Signature]</i>

Page 67 of 228

Page 43 of 110

SCHEDULE "B"
SKETCH OF ELEVATION
VIEW



- Page 16 of 20-

Landlord	Tenant
<i>[Signature]</i>	<i>[Signature]</i>

Page 68 of 228

Page 44 of 110

SCHEDULE "C"

(A) ITEM	(B) To Be Provided by Landlord, Cost Included In Rent	(C) To Be Provided by Landlord, Cost Borne by Tenant	(D) To Be Provided by Tenant, Cost Borne by Tenant	(E) Does Not Apply
5310000CLEANING (210) Janitorial Service and Supplies (360) Window Cleaning Interior (350) Window Cleaning Exterior			✓ ✓ ✓	
5312000GROUNDS (280) Maintenance of Landscaping and Common Area Costs (290) Snow Removal			✓ ✓	
5317000HVAC (240) Major repairs or replacement (250) Preventative Servicing and Minor Repairs of HVAC System	✓		✓	
5318000ELECTRICAL (260) Lamp and Tube Replacement (320) Preventative Servicing and Minor Repairs of Elevator(s)			✓	✓
5322000NON-ENERGY UTILITIES (270) Garbage Removal (310) Water and Sewage			✓ ✓	
5410000FUELS (240) Heating			✓	
5440000ELECTRICITY (230) Electricity			✓	
5621051PARKING (300) Parking Rent				✓
5633051INSURANCE (340) Fire and Extended Coverage Perils P.L. and P.D.	✓			

- Page 17 of 20-

Landlord	Tenant
	

Page 69 of 228

Page 45 of 110

5640051 TAXES			✓	
(202) Taxes All Other Taxes				
5640051 TAXES				✓
(220) Taxes Municipal				
5661051 TENANT IMPROVEMENTS			✓	
(330) Tenant Improvements				
ADDITIONAL ITEMS			✓	

Security Monitoring System

Any Security Alarm System monitoring and maintenance will be the responsibility of the Tenant.

- Page 18 of 20-

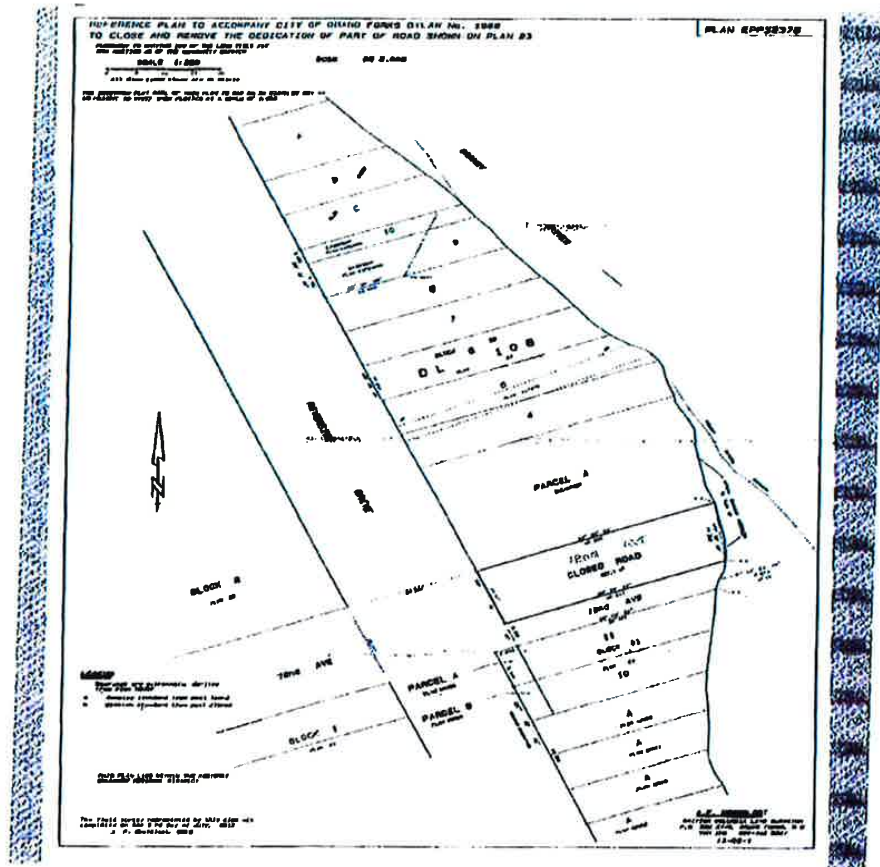
Landlord	Tenant
	

Page 70 of 228

Page 46 of 110

SCHEDULE "D" **TENANT IMPROVEMENTS**

The Tenant will be permitted to construct a ReStore in accordance with the B.C. Building Code, which will be situated on the existing Lot and partially on the land adjoined, which was formerly part of 72nd Avenue to be closed, which shall be consolidated as Lot 1, DL 108, SDYD, Plan EPP32379




- Page 19 of 20-

Landlord	Tenant
<i>[Signature]</i>	<i>[Signature]</i>

Page 71 of 228

Page 47 of 110

- Page 20 of 20-

Landlord	Tenant
	

Page 72 of 228

Page 48 of 110

SCHEDULE "E"
ADDITIONAL CLAUSES

PROPERTY TAXES

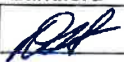

The Landlord and the Tenant agree that while the Landlord is not currently obligated to pay Taxes with regard to the Premises, the Tenant will not be liable to pay for the Taxes or Grant-in-Lieu. If current legislation changes during the Term of the Lease, and the Landlord is required to pay Taxes, the Landlord will be liable to pay for the Taxes (as per Schedule "C").

LANDLORD IMPROVEMENTS

The Landlord will make the following improvements to the Premises:

1. The City of Grand Forks will close the end of 72nd Avenue which is adjacent to 7212 Riverside Drive and consolidate the area with the existing 7212 lot.
2. Relocate the power pole and power line to the outside of the property.
3. Relocate the existing water line to the outside of the property.
4. Remove the concrete slab which is situated in the road closure area.
5. Waive any Development Cost Charges related to the renovation of 7212 Riverside Drive and construction of the Habitat for Humanity ReStore.

- Page 21 of 20-

Landlord	Tenant
	

Page 73 of 228

Page 49 of 110

Hand-drawn floor plan of a building. The plan includes the following areas and dimensions:

- Retail Area:** 475 sq ft
- Kitchen:** 179 sq ft
- Living:** (unlabeled area)
- Bedroom:** (unlabeled area)
- Bathroom:** (unlabeled area)
- Dimensions:**
 - 1" = 6'
 - 490
 - 8 sq
 - 482
 - 475
 - 179
 - 54'
- Scale:** 1" = 6'
- Total Retail Area:** 482 sq ft

Landlord	Tenant
	

Page 50 of 110

Disposition of Property

Partnering agreements may involve the disposition of municipally-owned property (i.e. land or improvements) to the partner as a condition of the service agreement. Under section 8(1) of the *Community Charter*, municipalities have the capacity, rights, powers, and privileges of a natural person (referred to as natural persons powers), including the power to acquire and dispose of property.

Disposition, under the *Interpretation Act*, is a means to transfer by any method (including: to assign, give, sell, grant, convey, lease, divest and others).

Municipalities also have a responsibility to provide stewardship of public assets as outlined in section 7(d) of the *Community Charter*. In accordance with this stewardship requirement, the *Community Charter* places restrictions on disposition of critical municipal property.

At a minimum, the disposition of municipal property requires a public notice in accordance with sections 26 and 94 of the *Community Charter*. This allows for transparency and public input into the disposition decision (see Appendix A – public notice requirements). Such a disposition would normally be done in conjunction with an operating agreement (i.e. an agreement that the partner operate the property for municipal benefit and in accordance with the terms of the partnering agreement).

Example: a municipality may dispose of a facility through a nominal lease to a private partner; in turn, the private partner will operate that facility in accordance with the terms of the partnering agreement.

In addition to the general notice requirements for property disposition in Appendix A, there are four scenarios that have additional statutory requirements as set out under sections 24, 27 and 28 of the *Community Charter*. These additional requirements involve the disposition of specific types of property, such as:

1. properties involved in capital intensive service delivery (e.g. utilities);
2. properties involved in public health (water and sewer services);
3. public parks; and,
4. properties disposed of below fair market value.

Each of these four scenarios is examined in more detail in the next part of this guide.

NOT ADOPTED
SUBJECT TO CHANGE

MOTION: WIRISCHAGIN / BUTLER

RESOLVED THAT Council adopt the February 10th, 2015, COTW Meeting minutes as presented.

CARRIED.

-
- b) Adopt Minutes
February 10th, 2015, Regular Meeting minutes

MOTION: BUTLER / WIRISCHAGIN

RESOLVED THAT Council adopts the February 10th, 2015, Regular Meeting minutes as presented.

CARRIED.

-
- c) Adopt Minutes
February 13th, 2015, Special Meeting to go In-Camera minutes

MOTION: WIRISCHAGIN / HAMMETT

RESOLVED THAT Council adopt the February 13th, 2015, Special Meeting to go In-Camera minutes as presented.

CARRIED.

REGISTERED PETITIONS AND DELEGATIONS

UNFINISHED BUSINESS

- a) Corporate Services - MAAPS request for lease extension

Council discussed the MAAPS request with regard to:

- long term plans of the City
- future development

The Chief Administrative Officer advised that he believed there was only one parcel of land along that stretch that the City does not own at this time.

- finding an alternative location for the MAAPS Project

The Chief Administrative Officer advised that Council did discuss the project with the Province and at that time the Ministry was not willing to support the project.

- ten years is a substantial amount of time for the lease
- referring the request back to staff for more information
- the City has done some infrastructure work at that property in order to accommodate the project
- could a temporary structure be used?

NOT ADOPTED
SUBJECT TO CHANGE

MOTION: BUTLER / HAMMETT

RESOLVED THAT Council discusses options with regard to the MAAPS (Multi Agency Accommodation Project) Program and property.

CARRIED.

MOTION: THOMPSON / HAMMETT

RESOLVED THAT Council determines to refer the request from MAAPS back to staff for more information.

CARRIED.

REPORTS, QUESTIONS AND INQUIRIES FROM MEMBERS OF COUNCIL (VERBAL)

a) Corporate Officer's Report
Verbal reports of Council

b) Councillor Butler reported that:

- she, along with other members of Council, attended a new Council seminar in Kimberley
- she participated in two In-Camera meetings

c) Councillor Thompson's report is attached.

d) Councillor Wirischagin
He reported that:

- He would like to make a motion regarding water meters and trying to heal the divide that is in the community.

Council discussed the resolution:

- number of other options
- how the City plans to deal with other options
- pooling input from the community
- cost, implications of other options, etc.
- how Council would solicit feedback from the public

MOTION: WIRISCHAGIN / THOMPSON

RESOLVED THAT Council direct staff to develop a report that would present different options, to try to satisfy the concerns of the residents who may be opposed to the water meter project. Included in this report will be options on how staff will move forward with collecting the data from residents.

CARRIED.

Regular Meeting Feb 10th ②

NIGEL JAMES
MIKE KANIGAN
JOHN MACKEY
WILLIAM PALM
GARY SMITH
FRANK TRIVERI
GRAHAM WATT
AND TWO MEMBERS OF COUNCIL;
AND FURTHER THAT THEY CONVENE AT THEIR EARLIEST CONVENIENCE.

CARRIED.

MOTION: WIRISCHAGIN / THOMPSON

RESOLVED THAT COUNCILLOR KROG'S REPORT ON THE ACTIVITIES OF THE REGIONAL DISTRICT OF KOOTENAY BOUNDARY, GIVEN VERBALLY AT THIS MEETING, BE RECEIVED.

MOTION: HAMMETT / ROSS

RESOLVED THAT COUNCIL DEFER THIS TO THE FEBRUARY 23RD REGULAR MEETING.

CARRIED. COUNCILLOR BUTLER AND COUNCILLOR WIRISCHAGIN OPPOSED THE MOTION.

MOTION: BUTLER / WIRISCHAGIN

RESOLVED THAT COUNCIL DIRECTS STAFF TO EXTEND THE CURRENT FIVE YEAR LEASE FOR CITY PROPERTY, CIVICALLY KNOWN AS 7212 RIVERSIDE DRIVE, TO A PERIOD OF 10 YEARS SO THAT THE MULTI AGENCY ACCOMMODATION PROJECT (MAAPS), IS ELIGIBLE TO RECEIVE \$100,000 GRANT FUNDING FROM BC HOUSING FOR THE CONTINUED DEVELOPMENT OF PLANNED IMPROVEMENTS TO SAID PROPERTY LEASED BY HABITAT FOR HUMANITY ON BEHALF OF THE BOUNDARY EMERGENCY TRANSITIONAL HOUSING SOCIETY (BETHS); WHISPERS OF HOPE AND HABITAT FOR HUMANITY, AND FURTHER DIRECTS STAFF TO ADVERTISE THE PUBLIC NOTICE IN ACCORDANCE WITH SECTION 26 AND 94 OF THE COMMUNITY CHARTER.

THE MOTION WAS DEFERRED TO THE FEBRUARY 23RD, REGULAR MEETING.

MOTION: WIRISCHAGIN / BUTLER

RECEIVE FOR INFORMATION.

CARRIED.

REQUEST FOR DECISION

— REGULAR MEETING —



To: Mayor and Council
From: Corporate Services
Date: February 4th, 2015
Subject: Multi Agency Accommodation Project (MAAP) Lease Extension
Recommendation: **RESOLVED THAT COUNCIL DIRECTS STAFF TO EXTEND THE CURRENT FIVE YEAR LEASE FOR CITY PROPERTY, CIVICALLY KNOWN AS 7212 RIVERSIDE DRIVE, TO A PERIOD OF 10 YEARS SO THAT THE MULTI AGENCY ACCOMMODATION PROJECT (MAAP), IS ELIGIBLE TO RECEIVE \$100,000 GRANT FUNDING FROM BC HOUSING FOR THE CONTINUED DEVELOPMENT OF PLANNED IMPROVEMENTS TO SAID PROPERTY LEASED BY HABITAT FOR HUMANITY ON BEHALF OF BETHS (BOUNDARY EMERGENCY TRANSITIONAL HOUSING SOCIETY); WHISPERS OF HOPE AND HABITAT FOR HUMANITY, AND FURTHER DIRECTS STAFF TO ADVERTISE THE PUBLIC NOTICE IN ACCORDANCE WITH SECTION 26 AND 94 OF THE COMMUNITY CHARTER.**

BACKGROUND: Sgt. Jim Harrison, Vice Chair for the Boundary Emergency and Transitional Housing Society (BETHS), made a presentation to the Committee of the Whole this morning requesting that the City consider extending the period of their lease agreement from a period of five years to a period of ten years. The Multi-Agency Accommodation Project has received a conditional offer of \$100,000 for the continued development of planned improvements, from BC Housing. In Sgt. Harrison's presentation, he asked that the lease extension was a stipulation from BC Housing.

Benefits or Impacts of the Recommendation:

General: The Multi-Agency Accommodation Project, which encompasses Habitat for Humanity, BETHS and Whispers of Hope provides an integral and much needed social program for the City.

Strategic Impact: N/A

Financial: N/A

Policy/Legislation: Section 8 (1) of the Community Charter gives the municipality the capacity, rights, powers, and privileges of a natural person, including the power to acquire and dispose of property. Disposal of property also includes the leasing of property.

REQUEST FOR DECISION

— REGULAR MEETING —



Attachments:

1) Delegation from Sgt. Jim Harrison; 2) Indenture of Lease (highlighted areas show the proposed changes); and 3) excerpt from the Min. of Community, Sport and Cultural Development regarding partnering agreements.

Recommendation:

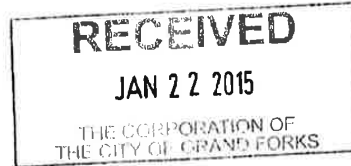
RESOLVED THAT COUNCIL DIRECTS STAFF TO EXTEND THE CURRENT FIVE YEAR LEASE FOR CITY PROPERTY, CIVICALLY KNOWN AS 7212 RIVERSIDE DRIVE, TO A PERIOD OF 10 YEARS SO THAT THE MULTI AGENCY ACCOMMODATION PROJECT (MAAP), IS ELIGIBLE TO RECEIVE \$100,000 GRANT FUNDING FROM BC HOUSING FOR THE CONTINUED DEVELOPMENT OF PLANNED IMPROVEMENTS TO SAID PROPERTY LEASED BY HABITAT FOR HUMANITY ON BEHALF OF BETHS (BOUNDARY EMERGENCY TRANSITIONAL HOUSING SOCIETY); WHISPERS OF HOPE AND HABITAT FOR HUMANITY, AND FURTHER DIRECTS STAFF TO ADVERTISE THE PUBLIC NOTICE IN ACCORDANCE WITH SECTION 26 AND 94 OF THE COMMUNITY CHARTER.

OPTIONS:

1. RESOLVED THAT COUNCIL RECEIVES THE STAFF REPORT.
2. RESOLVED THAT COUNCIL DOES NOT ACCEPT THE STAFF REPORT.
3. RESOLVED THAT COUNCIL REFERS THE MATTER BACK TO STAFF FOR FURTHER INFORMATION.

	
Department Head or CAO	Chief Administrative Officer

Council Delegations



Background

Council for the City of Grand Forks welcomes public input and encourages individuals and groups to make their views known to Council at an open public meeting.

Council needs to know all sides of an issue, and the possible impacts of any action they make take, prior to making a decision that will affect the community. The following outline has been devised to assist you in preparing for your presentation, so that you will understand the kind of information that Council will require, and the expected time frame in which a decision will be forthcoming. Council may not make a decision at this meeting.

Presentation Outline

Presentations may be a maximum of 10 minutes.

Your Worship, Mayor ~~Kowalski~~ and Members of Council, I/We are here this evening on behalf of Multi Agency Accommodation Project

to request that you consider _____
Lease extension on 7212 Riverside Dr.

The reason(s) that I/We are requesting this action are:

We have received a conditional offer of \$100,000 funding to construct Transitional Housing Units from BC Housing.

I/We believe that in approving our request the community will benefit by:

The continued development of planned improvements on property leased by Habitat for Humanity on behalf of BETHS, Whispers of Hope and Habitat for Humanity.

FILE CODE

(over)

D2 - Multi Agency Accommodation Project

Council Delegations (cont.)

I/We believe that by not approving our request the result will be:

Funding will not be granted by BC Housing

In conclusion, I/we request that Council for the City of Grand Forks adopt a resolution
stating: That the current 5 year Lease of 7212 Riverside Dr. be extended to a period of 10 years as requested by BC Housing.

Name: **Jim Harrison, Vice Chair**

Organization: **Boundary Emergency and Transitional Housing Society (BETHS)**

Mailing Address:
(Including Postal Code)

Telephone Number: **250-442-7682**

Email Address: **harrisoj@shaw.ca**

The information provided on this form is collected under the authority of the Community Charter and is a matter of public record, which will form a part of the Agenda for a Regular Meeting of Council. The information collected will be used to process your request to be a delegation before Council. If you have questions about the collection, use and disclosure of this information contact the "Coordinator" City of Grand Forks.

N:Forms/Delegation form

Form may be submitted by email to: info@grandforks.ca

February 10th, 2015 COTW ③

Council Delegations

Background

Council for the City of Grand Forks welcomes public input and encourages individuals and groups to make their views known to Council at an open public meeting.

Council needs to know all sides of an issue, and the possible impacts of any action they make take, prior to making a decision that will affect the community. The following outline has been devised to assist you in preparing for your presentation, so that you will understand the kind of information that Council will require, and the expected time frame in which a decision will be forthcoming. Council may not make a decision at this meeting.

Presentation Outline

Presentations may be a maximum of 10 minutes.

Your Worship, Mayor ~~Konrad~~, and Members of Council, I/We are here this evening on behalf of Multi Agency Accommodation Project

to request that you consider _____

Lease extension on 7212 Riverside Dr.

The reason(s) that I/We are requesting this action are:

We have received a conditional offer of \$100,000 funding to construct Transitional Housing Units from BC Housing.

I/We believe that in approving our request the community will benefit by:

The continued development of planned improvements on property leased by Habitat for Humanity on behalf of BETHS, Whispers of Hope and Habitat for Humanity.

FILE CODE

(over)

D2 - Multi Agency Accommodation Project

Council Delegations (cont.)

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Name: **JimHarrison, Vice Chair**

Organization: **Boundary Emergency and Transitional Housing Society (BETHS)**

Mailing Address:
(Including Postal Code)

Telephone Number: **250-442-7682**

Email Address: **harrisoj@shaw.ca**

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N:\Forms\Delegation form

Form may be submitted by email to: info@grandforks.ca

2015 RESOLUTIONS

FEBRUARY 10 COMMITTEE OF THE WHOLE

MOTION: BUTLER

RESOLVED THAT COTW ADOPT THE FEBRUARY 10TH, COTW AGENDA AS PRESENTED.

CARRIED.

MOTION: WIRISCHAGIN

RESOLVED THAT COTW RECOMMEND COUNCIL REFER THE REQUEST FROM THE MULTI AGENCY ACCOMMODATION PROJECT FOR A LEASE EXTENSION ON 7212 RIVERSIDE DRIVE TO THE FEBRUARY 10TH, REGULAR MEETING.

CARRIED.

MOTION: WIRISCHAGIN

RESOLVED THAT COTW RECOMMEND COUNCIL REFER THE REQUEST FROM GRAHAM WATT OF KETTLE RIVER WATERSHED MANAGEMENT PLAN STEERING COMMITTEE, REQUESTING COUNCIL'S ENDORSEMENT OF THE KETTLE RIVER WATERSHED MANAGEMENT PLAN, TO THE FEBRUARY 10TH REGULAR MEETING FOR DISCUSSION AND DECISION.

CARRIED.

MOTION: WIRISCHAGIN

RECEIVE FOR INFORMATION

CARRIED.

MOTION: THOMPSON

RESOLVED THAT THE COMMITTEE OF THE WHOLE RECOMMENDS THAT COUNCIL ADOPT POLICY #802-A1 - CONTRACTING AUTHORITY & PURCHASING POLICY REVISION AT THE FEBRUARY 23RD, 2015, REGULAR MEETING.

CARRIED.

MOTION: WIRISCHAGIN

Council Presentation at UBCM 2014 (4)

Date: August 14, 2014
File: 0788.000.00

**MINISTRY OF NATURAL GAS DEVELOPMENT AND
MINISTER RESPONSIBLE FOR HOUSING**

**BRIEFING NOTE FOR UBCM MEETING
WITH THE CITY OF GRAND FORKS**

PREPARED FOR: Hon. Rich Coleman, Minister of Natural Gas Development and Minister Responsible for Housing

ISSUE: Request for funding for the Multi-Agency Accommodation Project (MAAP) to provide housing to a vulnerable population.

BACKGROUND: There are a large number of people with mental health issues living in Grand Forks. With increasing house prices and other barriers, this vulnerable population is finding it more difficult to find affordable housing. There is a need for housing that meets the complex needs of these individuals.

DISCUSSION: In the face of a growing need for housing, non-profit organizations are working together to provide housing, food and other needed support to people with mental health issues.

In Grand Forks, the Multi-Agency Accommodation Project (MAAP) is providing valuable services to a vulnerable population. The MAAP is a collaborative agreement between three not-for-profit agencies: Habitat for Humanity Boundary (HFHB), Boundary Emergency and Transition Housing Society (BETHS), and Whispers of Hope Benevolence Association (Whispers). In May 2013, Grand Forks City Council approved a five (5) year term lease proposal for a building and property purchased by the City of Grand Forks in the amount of \$250,000 and contributed \$31,000 in in-kind donations for the MAAP project.

The goal of the MAAP project is to meet the needs of individuals and families in the Boundary who are homeless, hungry and/or unable to obtain decent, safe and affordable housing. Many of these individuals have mental health issues. The three organizations are creating a permanent facility that will provide shelter, meals, clothing, and other thrift store items, office space for the three organizations and a HFHB ReStore. A ReStore is the Habitat brand name for a building supply store that sells predominantly used building materials and is a sound enterprise that generates revenue to provide operational funds for the MAAP.

The MAAP initiative is an example of an innovative partnership that provides community services to a vulnerable population, including people with mental illness. The initiative is funded by financial and in-kind donations and the ReStore social enterprise. The partners have raised over 40% of the \$440,000 budget. For continued success, it is essential that the provincial government provide funding to MAAP to provide housing. A contribution of \$50,000 would ensure this project meets the housing needs of the MAAP clients.

The MAAP initiative will help the provincial government reach its goals laid out in *Healthy Minds, Health People: A Ten-Year Plan to Address Mental Health and Substance Use in British Columbia*. This includes goals related to increasing access to housing.

CONCLUSION: The City is requesting that the provincial government provide enhanced financial resources of \$50,000 for the innovative MAAP program to provide housing to a vulnerable population.

CONTACT: Brian Taylor
Mayor of Grand Forks
250-442-8266
btaylor@grandforks.ca

Doug Allin
Chief Administrative Officer
250-442-8266
dallin@grandforks.ca



MAAP (Multi-Agency Accommodation Project)

A brief overview

September 16, 2014

Boundary Emergency and Transition Society (BETHS), Habitat for Humanity Southeast BC (HFHSEBC) and Whispers of Hope Benevolence Association have created a multi-agency accommodation project to meet the needs of individuals and families in the Boundary area who are homeless, hungry and/or unable to obtain decent, safe and affordable housing. The three collaborating organizations currently provide an Extreme Weather Shelter, a daily hot meal, clothing and other thrift store items.

Once sufficient funding is secured, MAAP will proceed with construction of the second phase of the project which will include 3 transition housing units (up to 2 year accommodation for those wishing to move out of homelessness), a Habitat for Humanity ReStore (which will sell donated new and lightly used building products and household goods at affordable prices), Office space and a boardroom that will be shared by the 3 agencies, and additional space for a fourth participant in the collaboration.

Social Enterprise forms an integral part of the project. The thrift store operated by Whispers of Hope generates revenue to provide a Community Kitchen which feeds the hungry in the area. The HFH ReStore will generate revenue to cover the administrative costs of HFHSEBC, with surplus profits directed to their affordable home ownership program. BETHS is currently exploring the potential of utilizing their Extreme Weather Shelter as an income generating Hostel during the summer months.

On-going collaborative benefits of this project include sharing of resources, staff and volunteers, pursuit of operational funding, and administrative duties. The MAAP advisory council (with representatives from all three agencies, and an external chair) meets monthly to share successes and struggles and to explore new ways to work together more efficiently.

In addition to the direct benefits to the financially disadvantaged and needy members of our community and surrounding area, MAAP also provides a solution to most of the gaps in the continuum of housing (with the present exception of subsidized / low income rental – which is addressed by local landlords). The ReStore and Thrift Store divert significant amounts of reusable material from the landfill. All three agencies provide meaningful opportunities for volunteer participation which significantly enhances community spirit and health. Once fully operational, MAAP has the potential to create several new full time employment opportunities as well. The MAAP project has united a broad spectrum of the community in a single purpose, and includes Not-for-Profits, the Faith community, local Industry and Businesses, Service clubs, Municipal, Regional and Federal Government. Provincial government contribution is currently absent.

Total project value is \$634,185. Investment to date is \$196,726. Confirmed and reasonably assured funding is \$179,922, and includes \$100,000 Regional gas tax funding, \$50,000 SIDIT (note: our approved grant had to be withdrawn because we could not confirm 100% secured funding – plan to reapply in 2015), Gift-in-Kind product and local fund raising events. Balance of funding required is \$257,537

Prepared by: Rick Friesen, executive director, Habitat for Humanity Southeast BC
(250) 442 2722 ext. 255 hfhboundary@hughes.net



Interior Health

HEALTH PROTECTION

1 HA Water Supply System Approval

(5)

Application for a Water Supply System Approval

Water Supply System Name City of Grand Forks Water System	Date (dd/mm/yyyy) 10/04/2014
System Site Address Box 220, 7217 4th St.	City Grand Forks, BC V0H 1H0
<p>Note: Construction permits are required by the Drinking Water Protection Act and must be obtained before the construction, installation, alteration or extension of a water supply system. A construction permit will be issued if it is found to meet appropriate public health engineering standards for that type of system. Operating Permits are required prior to operating as per the Drinking Water Protection Act. This applies to systems supplying water to more than one single residence.</p>	
<p>What are you applying for? Check all that apply:</p> <p><input checked="" type="checkbox"/> Construction Permit</p> <p><input type="checkbox"/> Operating Permit</p>	<p>Why are you applying?</p> <p><input type="checkbox"/> New Water Supply System</p> <p><input type="checkbox"/> Existing Water Supply System needing approval</p> <p><input checked="" type="checkbox"/> Replacement Alteration Work</p> <p><input type="checkbox"/> System Extension</p> <p><input type="checkbox"/> New Source (Complete this prior to construction permit phase)</p> <p><input type="checkbox"/> I need to change the name of the Legal Owner</p> <p><input type="checkbox"/> I need to change the name of the water supply system. What was the previous name of the water system:</p>
<p>If this application is being submitted less than 60 working days in advance of the requirement for approval, please indicate the anticipated construction or tender date: May 15, 2015</p>	

How can we contact you?

Owner(s) or Proposed Owner(s) City of Grand Forks			
Owner Contact Sasha J. Bird			
Type of Ownership	<input type="checkbox"/> Private	<input type="checkbox"/> Improvement District	<input checked="" type="checkbox"/> Municipality
<input type="checkbox"/> Government	<input type="checkbox"/> Society	<input type="checkbox"/> Regional District	<input type="checkbox"/> School District
<input type="checkbox"/> Water Users Community	<input type="checkbox"/> Strata Corporation	<input type="checkbox"/> Utility (Utility Act)	<input type="checkbox"/> Society
Are you a <input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Partnership	<input type="checkbox"/> Sole Proprietorship	
Mailing Address Box 220, 6641 Industrial Park Way		City Grand Forks, BC	
Email sbird@grandforks.ca		Postal Code V0H 1H0	
Phone 250.442.4146	Cell 250.443.4172	Fax 250.442.8000	

Engineer of Record

Mailing Address 304 - 1353 Ellis Street		City Kelowna, BC
Email koliver@urbansystems.ca		Postal Code V1Y 1Z9
Phone 250.762.2517	Cell 250.215.4195	Fax

Water System Operator

Mailing Address Box 220, 130 Industrial Ave.		City Grand Forks, BC
Email rhuston@grandforks.ca		Postal Code V0H 1H0
Phone 250.442.4149	Cell 250.443.4457	Fax 250.442.8263

820102 Aug 07-13

Water System Details

Choose the number of connections

Note: If this is an existing system, choose the total number of connections once the work is complete.

- ☐ 14 or less connections ☒ 301 - 10,000 connections ☐ > 20,000 connections
☐ 15 - 300 connections ☐ 10,001 - 20,000 connections ☐ Bulk Water Hauler, name source of water

What is the population served by this water system? **4,000**

If this is an existing system, is the water on a water notification such as Boil Water Notice?

☐ Yes ☒ No If YES what type of notification?

Months of Operation: ☒ All Year or ☐ Seasonal

Open from _____ (month) to _____ (month)

Construction Information

Application must be complete – incomplete applications will be returned. An example of a completed application is provided in the HP-WQ-9021 Guideline for Construction of Waterworks.

Description of proposed works (source, treatment, reservoir size, number of pressure reducing valves, etc.)

Relocation of a 50mm water service and tie back in to existing.

Location of proposed works (with enough information for the Public Health Engineer to locate site)

7212 Riverside Drive at 72nd Ave.

If a water main extension/replacement is proposed, provide description:

Relocate 50mm water service south out of the proposed building into new 6 meter right-of-way and tie back into the existing 50mm water service 6 meters east of the proposed building.

Length (m)	Size (mm)	Pressure Rating (Class)	Material
48 meters	50mm	Class 200 DR9	Municipal Tubing

How many new lots or dwelling units will be serviced?

None

Does the design show that the existing system has adequate capacity to serve existing, committed and proposed new lots?

☒ Yes ☐ No

Are you attaching a drinking water evaluation form 820249 Request for New DW Source Evaluation?


☐ Yes ☒ No

What is the name of the new source?	The source is a <input type="checkbox"/> lake <input type="checkbox"/> aquifer <input type="checkbox"/> stream
What is the well tag #	What is the water licence #
Are works designed by a Professional Engineer? (If yes, engineering work must be signed and sealed in accordance with APEGBC requirements)	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

Fees and Value of Project

What is the approximate value of the waterworks project? \$45,000 has been budgeted.	
Operating permit fees are charged for systems over 14 connections. Contact an Environmental Health Officer for more information.	
Billing Address	<input checked="" type="checkbox"/> Same as Owner Address
	City
	Postal Code
Phone	Billing Contact

The personal information collected is necessary for program operation per Section 26 of the *Freedom of Information and Protection of Privacy Act*. Information that appears on a permit may be disclosed per Section 22(4)(i) of the Act. If you have any questions about the collection and use of this information, please contact the Engineering Office.

Submitted By (please print)	Signature
Sasha J. Bird	

Submit Information

1. Please attach an electronic copy of stamped and sealed engineering drawings.
2. For complex systems, or systems with advanced treatment processes, preliminary or predesign discussions with the Public Health Engineer will assist in the application process.
3. Submit the completed application, with required attachments, to engineeringdirect@interiorhealth.ca

Contacts

- Email engineeringdirect@interiorhealth.ca
- Phone Toll Free 1-855-743-3550
- Contact an Environmental Health Officer
- Mail Engineering Direct
Penticton Health Protection
Suite 105 - 550 Carmi Avenue
Penticton, V2A 3G6

Submit By Email

Office Use ONLY

Facility Number	Submission Date (dd/mm/yyyy)
PHE	Resubmission
EHO	Revision Number
HH Community	Work Area
Source assessment considered <input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Not a new source
Does the increase in Connection numbers impact the Operating Permit fee? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Change Reason:	
<input type="checkbox"/> Change of Fees	<input type="checkbox"/> Change of Ownership
<input type="checkbox"/> Fee Exempt	<input type="checkbox"/> Change of Facility Name
	<input type="checkbox"/> Change of Water System Connections (Facility Category)
	<input type="checkbox"/> Months of Operation



April 15, 2014

File: 76945-20/R8-7661

City of Grand Forks
PO Box 220
Grand Forks, BC V0H 1H0

Dear Ms. Bird:

Re: Stream Work Notification – Construction/maintenance of storm water outfalls on Granby River

Your application has been reviewed by Resource Management with the Ministry of Forests, Lands and Natural Resource Operations (FLNRO). The described works are considered a Notification; therefore, no Section 9 *Water Act* Approval is required as long as the work is done in accordance with the Water Regulation (BC Regulation 204/88, http://www.env.gov.bc.ca/wsd/water_rights/legislation.html).

FLNRO requires that these works abide by the Kootenay Region's **Terms and Conditions** (http://www.env.gov.bc.ca/wsd/regions/kor/wateract/terms_conditions.html) and the least-risk **Timing Windows** (<http://www.env.gov.bc.ca/wsd/regions/okr/wateract/workwindows.html>). As per Section 42(1)(i) of the Terms and Conditions (Additional terms and conditions applicable to stream crossing installations) a qualified professional is required to address issues related to fish passage.

You cannot proceed with the proposed works unless you can meet or exceed the requirements of the Terms and Conditions. A Habitat Biologist from FLNRO may contact you to conduct a site inspection of the proposed works. Please ensure that the person conducting your works has a copy of all the documents pertaining to the project with them on site, including this letter.

If you have any questions regarding the **Terms and Conditions** requirements or **Timing Windows**, please contact Lisa Tedesco at 250-354-6352. Some guidelines and Best Management Practices (BMPs) that may help you achieve the requirements detailed in the **Terms and Conditions** can be found on the internet at <http://www.env.gov.bc.ca/wld/BMP/bmpintro.html>.

Yours truly,

Lisa Tedesco
Habitat Biologist

Enclosure

Cc: Front Counter BC dosresou@victoria1.gov.bc.ca

Ministry of Forests, Lands and
Natural Resource Operations

Resource Management
Kootenay-Boundary

Mailing/Location Address:
#401 333 Victoria Street
Nelson BC V1L 4K3

Telephone: 250 354-6333
Facsimile: 250 354-6332



Interior Health

April 22, 2014

W – 0210688

City of Grand Forks
Box 220
130 Industrial Drive
Grand Forks, BC V0H 1H0

Dear Sir:

Re: Construction Permit No. CP20140026 for Riverside Drive at 72nd Ave

Enclosed is a Construction Permit issued under Section 7 of the Drinking Water Protection Act authorizing your waterworks construction. This Permit is valid for one year only and is non-transferable.

It is the responsibility of the water purveyor to ensure that, following completion of construction or repair, all waterworks are disinfected in accordance with the appropriate A.W.W.A. standard or equivalent.

Sewers

It is the responsibility of the water purveyor to ensure that water mains under construction or repair are not contaminated by effluent from sewers or storm drains. Interior Health guidelines are as follows:

Wherever possible, mains and laterals are to be laid at least 3 metres (10 feet) horizontally from any sewer or storm drain; or, where this horizontal separation is not possible, (where water and sewer lines must cross or share the same trench) the water line shall be at least 45 cm (18 inches) above the sewer line and to one side of the sewer; or, if the vertical separation is not possible, the sewer line shall be of the same service capability as the water line.

Yours truly,

Wayne Radomske, P.Eng.
Public Health Engineering

WAR/ch

Encl.

cc Juliana Gola, EHO, IHA
Ministry of Community, Sport and Cultural Development
Ken Oliver, P.Eng., Urban Systems

Bus: 250-770-5540 Fax: 250-770-5541
Email: wayne.radomske@interiorhealth.ca
Web: interiorhealth.ca

PUBLIC HEALTH ENGINEERING
"Less Risk, Better Health"
105-550 Carmi Avenue, Penticton, BC V2A 3G6



Interior Health

Waterworks Construction Permit

This is to certify that, in accordance with Section 7 of the Drinking Water Protection Act, the proposed works have been reviewed and may commence in accordance with the approved plans. See attached.

Water Supply System: City of Grand Forks Water System
Address: 420 Market Street, Grand Forks, BC V0H 1H0

Facility Number: 0210688
Permit Number: CP20140026

Engineer of Record: Ken Oliver, P.Eng., Urban Systems
Address: 304 – 1353 Ellis Street, Kelowna, BC V1Y 1Z9

Project Location: Riverside Drive at 72nd Ave
Date of Issue: April 22, 2014
Date of Expiry: April 21, 2015



Interior Health

Waterworks Construction Permit

NO. CP20140026

TO: City of Grand Forks

THIS IS TO CERTIFY THAT Drawing No. 0788.0019.12 – 1 (rev 0) prepared and submitted by Urban Systems portraying the proposed 48m of 50mm Municipal Tubing Class 200 DR9 installation at 7212 Riverside Drive at 72nd Ave for Habitat for Humanity building, Grand Forks, BC and submitted in accordance with Section 7 of the Drinking Water Protection Act have been reviewed and the proposed work on the construction, alteration or extension may be commenced in accordance with the approved plan.

This document certifies that the plans and specifications for the proposed works have been reviewed pursuant to the current "Waterworks System Guidelines" issued by the Interior Health and that the plans and specifications meet the health protection requirements outlined in the Guidelines.

The Standards of structural adequacy and safety of the works have not been considered and are not the subject of the Permit.



Public Health Engineer



Ministry of Forests, Lands, and
Natural Resources Operations

Section 9 Water Act (6)
Application

(October 23, 2013)

**Approval Application or Notification
for Changes In and About a Stream**

Under Section 9 of the Water Act and Part 7 of the Water Act Regulations

Incomplete or inaccurate forms do not constitute Notification & will not be accepted.

Proceeding with works after submission of an incomplete or inaccurate form would be a violation of the Water Regulation

☐ APPROVAL APPLICATION

☒ NOTIFICATION¹ (see USERS' GUIDE)

1. Applicant Information (also complete sections 6 and 7)

Name: City of Grand Forks (Contact Sasha Bird, Manager of Development and Engineering)		
Address: PO Box 220, 7217 4 th Street		
City: Grand Forks	Province: B.C.	Postal code: V0H 1H0
Phone: 250-442-4172	e-mail: sbird@grandforks.ca	

2. Location of Works

Street Address of Works (or nearest town): 7212 Riverside Drive & Riverside Drive & 72 nd Avenue		
Stream Name: Granby River	Flows Into: Kettle River	
Location on Stream: ~130 m upstream from confluence of Granby & Kettle Rivers, on West side of Granby River.		
Reference Landmarks: East of intersection of 72 nd Ave & Riverside Dr.	Amount of disturbance in m ² : <450 m ²	
Multiple Sites: YES / NO: NO	Number of sites: 1	
Latitude: 49° 01'55.50"	Longitude: 118°26'06.05"	Elevation: 517 m (1696 ft)
Legal description of property where work is proposed: Lot 1 Plan EPP32379 DL 108 & Riverside Dr. & 72 nd Ave.		

3. Drawing, Plan and Site Map

1. Attach drawing showing lot boundaries, location of buildings and of proposed works, stream direction and flow.
2. Attach a key map at an appropriate scale showing the location of the site.
3. Attach engineering drawings (may be required for works identified with ² under **Requires Approval** section below).

4. Proposed Timing for Work

Start (day/month/year): March 15, 2014	Finish (day/month/year): July 31, 2014
--	--

FOR OFFICE USE ONLY	
Date Received:	Water File Number:
	Client Number:
	Application Number:
	Amount Received:
	Receipt Number:

1 of 7

5. Type of Works

Requires Approval:

- ☐ Bank Erosion Protection ^E
- ☐ Bridge Installation/maintenance/removal (other than clear span) ^E
- ☐ Stream Diversion ^{QP} Diversion berm structure plan required
- ☐ Large Debris Removal – by machine ^{QP} plan required
- ☐ Gravel Removal ^{QP}
- ☐ Other: Provide details in space below

*Provide culvert dimensions:

Length:

Width:

Diameter:

^E Professional Engineer may be required

^{QP} Qualified Professional may be required

Requires Notification:

- ☐ Installation*/maintenance/removal of road crossing **culvert** (*follow Forest Practices Code Stream Crossing Guidebook)
- ☐ Construction/maintenance/removal of a **clear span bridge**
- ☐ Construction/maintenance of a **pipeline crossing**
- ☐ Construction/maintenance/removal of a **pier or wharf**
- ☐ Cutting of **annual vegetation** in a stream channel
- ☐ Repair/maintenance of existing **dike or erosion protection works**
- ☒ Construction/maintenance of **storm water outfalls**
- ☐ Control of **Eurasian Watermilfoil** or other **aquatic vegetation**
- ☐ Construction/maintenance of **ice bridge, winter ford or snowfall**
- ☐ Maintenance of minor and routine nature by a public utility
- ☐ Removal of a **beaver dam** (As authorized under the Wildlife Act)
- ☐ Small debris removal – by hand
- ☐ Construction of a **temporary ford**
- ☐ Construction of a **temporary diversion** around a worksite

The following require Notification and may only be undertaken by the Crown in right of either Canada or British Columbia, or their Agents:

Federal/Provincial

- ☐ Construction/maintenance/removal of a flow or water level **measuring device**
- ☐ Construction/removal of a **fish fence or screen, fish or game guard**
- ☐ Restoration/maintenance of **fish habitat**

The following require Notification and may only be undertaken by the Crown in right of either British Columbia, or a Municipality, or their Agents:

Provincial/Municipal

- ☐ Restoration/maintenance of a **stream channel**
- ☐ Clearing of an obstruction from a bridge or culvert during a flood emergency¹
- ☐ Construction or placement of **erosion protection works or flood protection works** during a flood emergency²

¹ Some activities fitting the description for Notification may be reviewed by Ministry/Agency staff, who may decide that an Approval is required.

² Must be completed under direction of the Crown. No notification is required prior to undertaking works, but a description of changes must be submitted to a habitat officer within 72 hours of the change.

^{QP} QP means a professional who through suitable education, experience, accreditation and knowledge may be reasonably relied on to provide advice within their area of expertise.

Detailed Description of Work to be Performed (continue on next page):

Total area disturbed by proposed works (all sites): <450 m²

The City of Grand Forks proposes to install a new storm sewer line from Riverside Drive, East along 72nd Avenue, to the Granby River. There is an existing storm sewer line that runs East from Riverside Drive, across the property at 7212 Riverside Drive, to the Granby River, but because of new building construction, needs to be decommissioned. The portion of the storm sewer line located on 7212 Riverside Drive that occurs directly under the new building will need to be removed. The new storm sewer line will run down the middle of the 72nd Ave right-of-way. Specific timing for the work is unknown but construction would occur between March 15, 2014 and July 31, 2014.

Detailed Description of Work to be Performed, continued (attach a separate document if more space is required):

6. Land Ownership

Please check one of the following:

- ☒ The applicant is the owner of the property.
☐ The property is Crown land. Tenure/licence number:
☐ The property is owned by the following Landowner (i.e. Landowner is different from applicant):

Landowner's Name:		
Address:		
City:	Province:	Postal code:
Phone:	e-mail:	

Do you have the Landowner's written approval to enter the land(s) to complete the works? ☐ Yes ☐ No

Note: a) Ownership of all parcels of land on which the proposed works will occur must be identified, b) do not attach the written approval with the application, but keep it for your files as you may be asked to produce it during an inspection or audit.

7. Who is doing the Work?

Contact information for company designing and supervising construction of the work (if different from applicant):

Company Name: Argosy Construction Group		
Contact Name: Calvin Lamontagne	Professional Affiliation:	
Address: Box 2680		
City: Grand Forks	Province: B.C.	Postal Code: V0H 1H0
Phone: 250-442-5750	e-mail: argosyconstruction@telus.net	

Contact information for company undertaking the construction (if different from applicant):

Company Name: as above		
Contact Name:		
Address:		
City:	Province:	Postal Code:
Phone:	e-mail:	

8. Statement of Intent

By submitting this application form, I declare that the information contained on this form is complete and accurate information. I have read, understood and will meet the requirements to construct works and changes in and about a stream in accordance with Section 9 of the *Water Act* and Part 7 Water Act Regulations including, for Notifications, Terms and Conditions as specified by a Habitat Officer of the Ministry of Forests, Lands, and Natural Resources Operations.

With respect to a Notification, in accordance with Part 7 of the Water Regulation, Section 40(1), I declare that I have submitted my application 45 days prior to the commencement of any work by me, or anyone employed by me. I understand that I will be receiving a confirmation of receipt of the application by the Ministry of Forests, Lands, and Natural Resources Operations (including confirmation of the applicable dates for the 45 day period) and that, unless I receive a response from a Habitat Officer within this 45 day notification period, I understand that I should not commence any activities until the 45 day notification period has passed. I understand that it is an offence under the Water Act to make changes in and about a stream without authority.

Signed: _____

JFE

Application Date: _____

03/02/14
day/month/year

9. Submission Instructions

Send the completed form along with the following attachments to the local office in which the proposed works are located. Addresses for local offices are listed on the instruction sheet.

Please note that if you are providing a Notification, no fees are required. However, a fee of \$130.00 is required if you are submitting an application for an Approval. The \$130.00 Approval application fee is not refundable. Payment for the Approval fee may be made at FrontCounter BC offices with a credit card.

If the proposed works require an Approval, prior to proceeding further with this application please ensure that this project will be able to proceed under the *Federal Fisheries Act*.

Required Attachments for both Notifications and Approvals:

☒ Sketch plan (mandatory)

☐ Engineering drawing (mandatory for works requiring approval noted with ^E)

☒ Key location map (mandatory)

☐ For works requiring an Approval **only**, a cheque, money order or deposit by credit card for \$130 payable to: Minister of Finance. The fee is non-refundable. No fee is required for a Notification.

10. Responsibilities

You are required to comply with all applicable federal, provincial and municipal laws and regulations. If you anticipate that the planned work may result in harmful alteration, disruption or destruction of fish habitat you should send a copy of your completed Notification/Approval Application directly to the nearest office of Fisheries and Oceans Canada. Review and comment by DFO may necessitate changes to the proposed works.

Has a copy of this notification/approval application been sent to Fisheries and Oceans Canada (check one)?

YES ☐ NO ☒

If YES, indicate the DFO office that the notification/approval application has been sent (for DFO offices, see Users' Guide):

**Instructions and Guidelines
For Completing the Approval Application and Notification Form**

Please fill in all sections of the form.

Incomplete forms do not constitute notification and will not be accepted.

*Applications must be submitted to the appropriate office prior
to commencement of any work, and must accommodate local fish timing windows.*

After reading “[A Users Guide to Working In and Around Water](#)” and [Part 7 of the Water Regulation](#) (Sections 36 to 44) indicate at the top of the form whether you are submitting an application for an Approval or making Notification – by checking one of the boxes,

1. Applicant Information

Enter your name, mailing address, telephone number, and e-mail address.

2. Location of Works

- Identify the street address of works and the name and location of the stream/lake on which you intend to carry out the proposed works. If works occur on more than one property all properties must be identified.
- Indicate what stream, river or lake the stream flows into.
- Specify where on the stream/lake the works are to take place. Be as specific as possible (e.g. provide the distance from road crossing or confluence with another stream) and reference landmarks were available.
- Indicate the latitude, longitude and elevation of the site.
- Indicate the location of works if different from your mailing address.
- Enter a complete legal description of the property on which the works are to be carried out (e.g. Lot 1 of Section 31, Township 20, Range 2, Coast District, Plan 18411). This information is listed on your annual assessment or land tax notice, or you may obtain it by requesting a copy of your Certificate of Title from the appropriate Land Title Office.

3. Drawing, Plan and Site Map

Attach a drawing or map, which clearly shows:

- The total amount of disturbance (m²), including multiple sites if applicable
- A key map showing the general location of the proposed work site
- The lot boundaries of where the works are to take place
- The exact location of proposed works
- The stream and direction of flow
- The location of house/buildings/other works
- The approximate scale (e.g. 1 cm = 10 m)

A copy of part of a cadastral or topographic map or legal plan, at a reasonable scale, may be used for the drawing, including photographs of the site is beneficial.

4. Proposed Timing for Work

Indicate proposed start and finish date of the works (day/month/year).

For instream work window times for your area, check

Work or Timing Windows (Terms and Conditions) by Region

- [West Coast Region](#)
- [Lower Mainland](#)
- [Thompson](#)
- [Okanagan](#)
- [Kootenay](#)
- [Cariboo](#)
- [Skeena](#)
- [Omineca](#)
- [Peace](#)

Type of Works

Identify the nature of the works by checking one of the boxes. Also, note the dimensions of the works and list length, width and diameter where appropriate.

Provide a detailed description of the work to be performed and specify the maximum total area expected to be disturbed by the proposed works.

Only the types of works described under Section 44(1) in Part 7 of the Water Regulation may proceed by notification and without an approval under the *Water Act*.

Note that the following items do not require notification or approval, but must be carried out in accordance with the regulation:

- Installation or cleaning of drain tile outlets
- Repair/maintenance of superstructure of bridge
- Installation/repair/maintenance/removal of fences

5. Land Ownership

- If you own the land on which the works are to be carried out, check the first box and go to section 7 of the form.
- If you are not the owner of the land, indicate whether the land is privately owned or owned by the Crown.
- For all private lands, you must have the landowner's written approval. The application form must contain the landowners address, telephone number and postal code. Do not attach the landowner's written approval with the application, but keep it in your files as you may be asked to produce it during an inspection or audit.
- If you have Tenure or License on Crown Land, please include the Tenure or License number on your application.

6. Who is Doing the Work?

If you are not carrying out the work, indicate contractor/company's name, professional affiliation, mailing address, postal code and telephone numbers. If a different company is designing and supervising the work, please include this information as well.

It is the applicants responsibility to ensure that any contractor working on your behalf reads and understands the Approval, "A Users' Guide to Working In and Around Water"; Part 7 of Water Regulation (Sec. 36 - and/or terms and conditions specified by a Habitat Officer under Section 42 and/or recommended by your Qualified Professional as related to the protection of habitat).

7. Statement of Intent

Make sure each section of the form is filled out and that the information is accurate and complete. Please sign and date the form, after you have read and understood the conditions, and ensured that your project meets all requirements and will comply with Section 9 of the *Water Act* or Part 7 of the Water Regulation (including, for Notifications, Terms and Conditions specified by the Habitat Officer)

8. Submission Instructions

When your form is complete, send it, along with the appropriate attachments to the offices located in section 11. [FrontCounter BC](#) will accept your application and forward your proposal to the office. Typically, Approval applications will be adjudicated by a Water Stewardship Officer while Notifications will be reviewed by a Habitat Officer.

NOTIFICATIONS

You must submit a notification form **prior to** starting proposed changes in and about a stream. Terms and/or conditions related to the protection of habitat may also be specified by a Habitat Officer.

It is the applicant's responsibility to ensure that all sections of the notification form are complete. Submission of an incomplete form **does not** constitute notification. Notifications will be used to plan and carry out on-site inspections and monitoring during and after the changes in and about a stream.

9. Responsibilities

You are required to comply with all applicable federal, provincial and municipal laws and regulations.

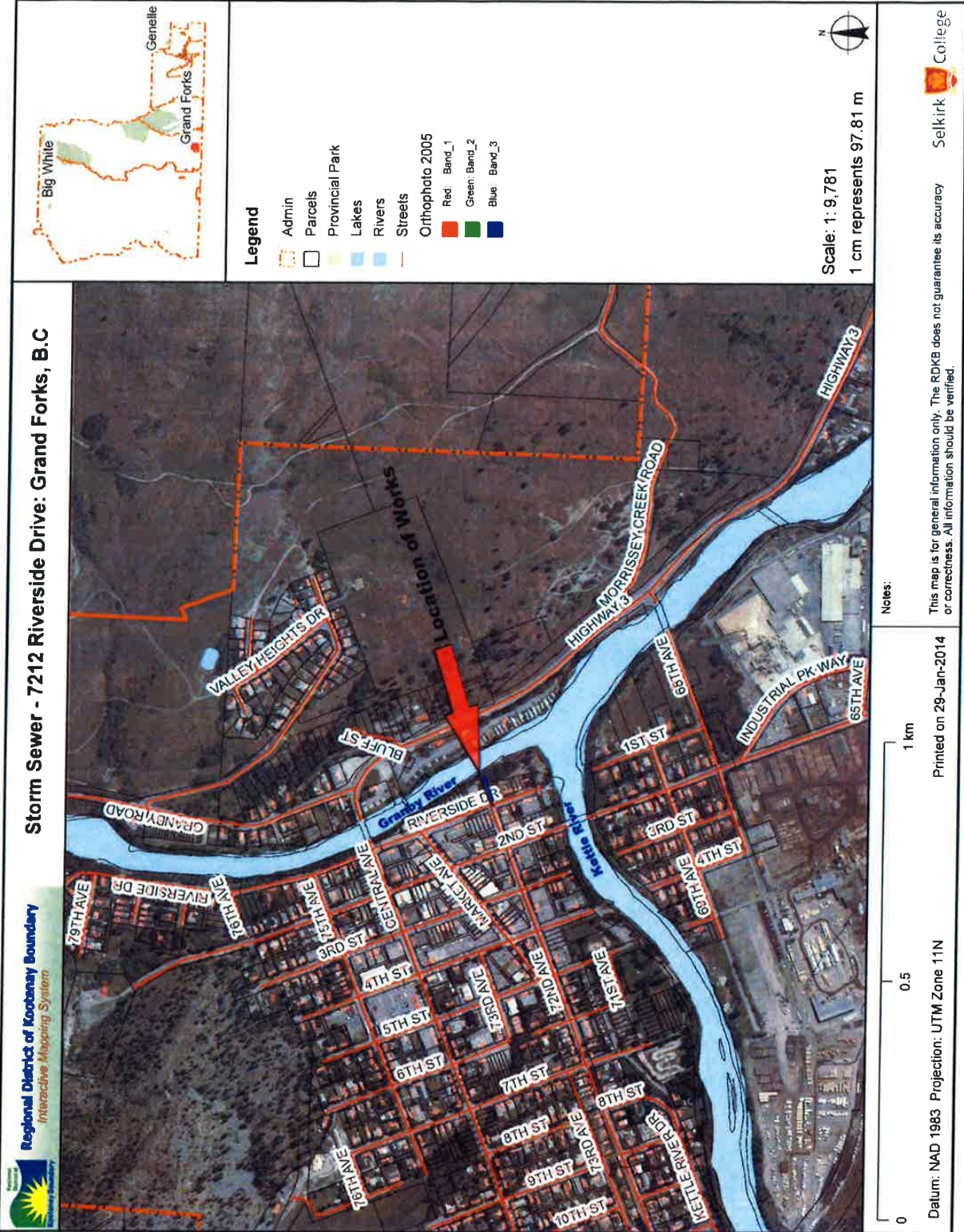
The federal *Fisheries Act* states "no person shall carry on any work or undertaking that results in harmful alteration, disruption or destruction of fish habitat" and "no person shall deposit or permit the deposit of a deleterious substance of any type in water frequented by fish". Failure to show due diligence in the protection of fish and fish habitat could result in violations of the *Fisheries Act*.

If installing a culvert, you must use the Forest Practices Code: [Fish Stream Crossing Guidebook](#) must contact [Fisheries and Oceans Canada](#). Many instream works also require approval under the federal [Navigable Waters Protection Act](#).

Also, it is strongly recommended that "[Standards and Best Practices for Instream Works](#)" be used, where applicable, when working in and around streams.

10. Where to Submit my Application, Office Locations

Water Approvals and Notifications to must be submitted the [FrontCounter BC](#) office within the [MFLNRO Region](#) in which the proposed change will be made



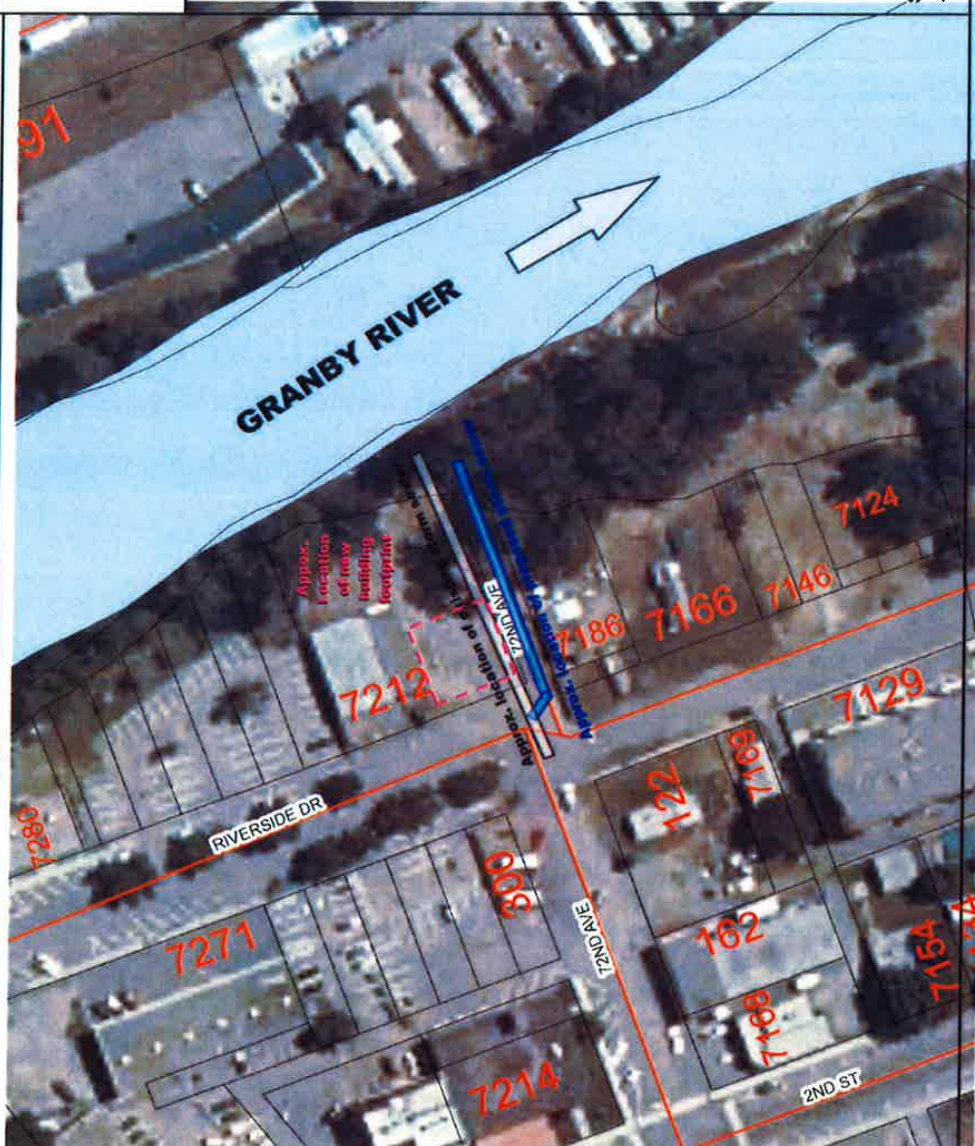
Storm Sewer - 7212 Riverside Drive: Grand Forks, B.C.



- Legend**
- Admin
 - Parcels
 - Provincial Park
 - Lakes
 - Rivers
 - Streets
 - Orthophoto 2005
 - Red: Band_1
 - Green: Band_2
 - Blue: Band_3



Scale: 1:1,223
1 cm represents 12.23 m



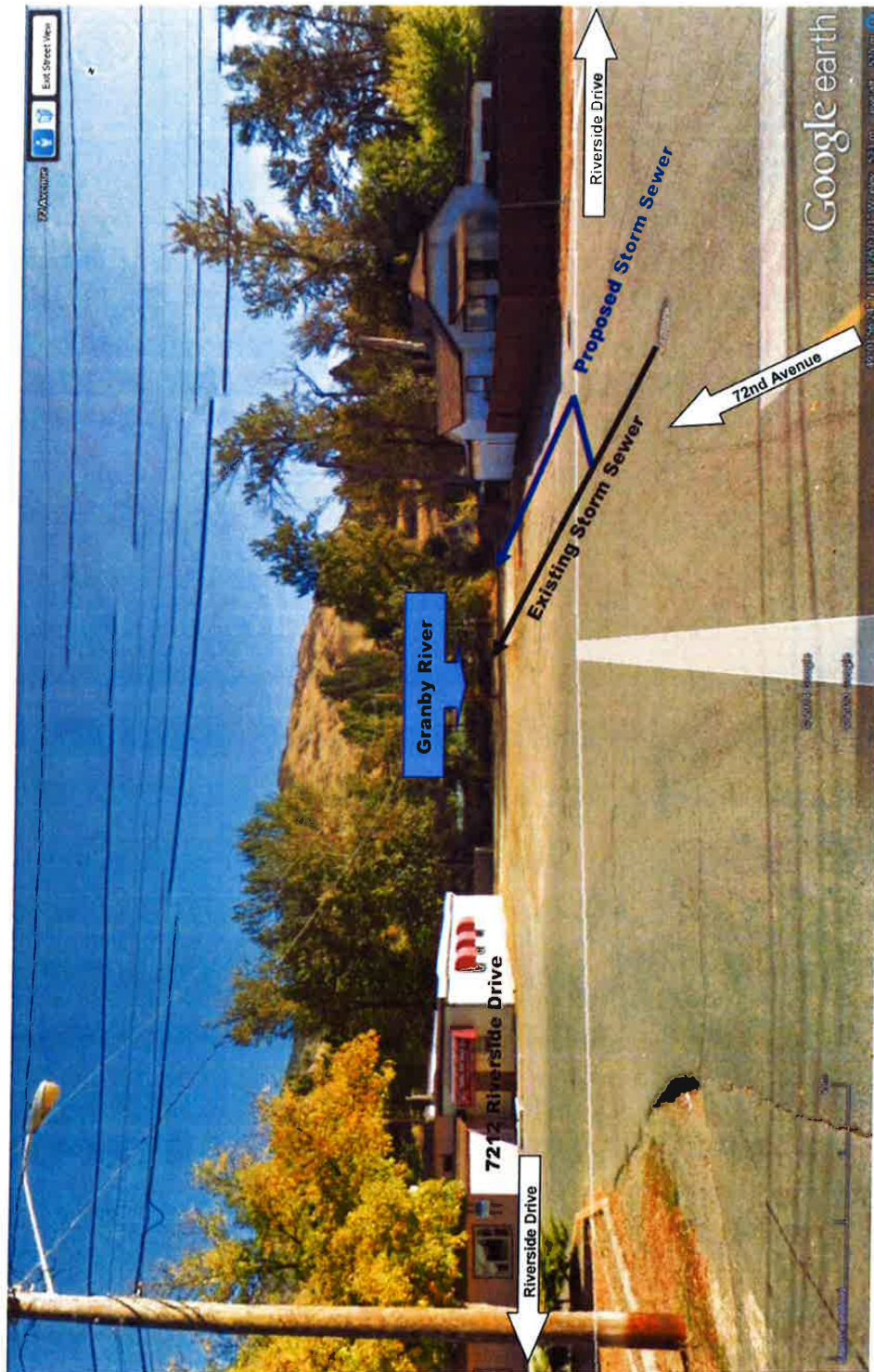
Notes:

Datum: NAD 1983 Projection: UTM Zone 11N
Printed on 29-Jan-2014

This map is for general information only. The RDKB does not guarantee its accuracy or correctness. All information should be verified.



**Storm sewer at 7212 Riverside Drive
Grand Forks, B.C.**



Parcel Report

Wednesday, January 29, 2014



Scale 1: 617

Legal Information

Plan: EPP32379	Section:	Jurs: 210	Lot Area: 0.479
Block:	Township:	Roll: 212010	Area Unit: acr
Lot: 1	Land District: 54	PID: 029-180-783	Width (ft): 0
District Lot: 108			Depth (ft): 0
Street: 7212 RIVERSIDE DR			
Description:			

This report and map is for general information only. The RDKB does not guarantee its accuracy or correctness. All information should be verified.

Page 1 of 1





The City of Grand Forks
Council of the Whole – February 11, 2014

RE: CURRENT STATUS OF MAAP PROJECT & PROPOSED CHANGES

Your worship Mayor Brian Taylor, and members of Council,

On behalf of the Multi Agency Accommodation Project (MAAP), Habitat for Humanity Boundary (HFHB) is pleased to provide you with this report of the current status of the project.

Whispers of Hope and BETHS have been operating their programs in the facility since November 1, 2013, and are very grateful for their new home. Public concerns have been addressed, are no longer evident. In fact they have been replaced with an incredible level of support for the project.

Renovations to the existing facility at 7212 Riverside Drive are mostly complete. There are a few outstanding items that require attention, and will be addressed in the very near future. Repairs are required on the roof (leaking over BETHS area), and the kitchen make-up air system needs to be installed.

Leasehold improvements to date include the following;

- Electrical – all wiring has been brought up to current code
- New emergency lighting and EXIT signs have been installed
- A new kitchen has been built
- Heat Recovery Ventilation system has been installed and we trust is reducing the heating bills.
- The rear wall of the facility has been rebuilt (was water damaged and moldy).
- Exterior doors on BETHS side have been replaced with fire code compliant doors and hardware.
- A shower unit has been installed in BETHS.
- New flooring throughout BETHS as well as Whispers dining room.
- Interior walls have been renovated to address current use needs.
- Interior and exterior of the building has been painted and cosmetic repairs done.
- The unsightly chain-link fence and assorted debris have been removed from the parking lot side of the building, and replaced with low maintenance, xeric landscaping material.

To date, MAAP has invested \$68,193 in materials (excluding donated materials), and 2,250 man hours (valued at \$20 per hour) which is the equivalent of \$45,000. These investments, totaling \$113,193 are now assets of the City of Grand Forks.

With BETHS and Whispers of Hope comfortably settled in their new home, Habitat for Humanity Boundary is turning their focus on the ReStore, which will be constructed adjacent to the existing facility. At the outset of the MAAP project, the City of Grand Forks graciously agreed to take financial responsibility for addressing the required 72nd Ave. road closure, relocation of the power pole and overhead lines, relocation of the existing water main, removal of the concrete slab on site, and waiver of DCC's related to the construction of the ReStore. The original estimated cost of this service was \$31,000, subsequently re-evaluated to \$45,950 by City Staff. At the time that this agreement took place, the costs to be borne by the City were not allocated to a specific budget category. I have been informed that future work will require such allocation.



Items which have been completed include:

- Closure of 72nd Ave from Riverside Drive to the river.
- Property survey, consolidation into 7212, and designation of the 6 meter access.
- Relocation of the power pole and overhead lines
- Relocation of the underground power supply to the lamp post
- Removal of the concrete slab

The presence of a storm drain under the proposed ReStore building site was not identified until later. Due to the fragile nature of the storm drain (asbestos & concrete) and uncertainty about how it was originally installed (soil materials and compaction methods) our structural engineer recommends removal of the storm drain. The logical place to relocate it to is in the center of the access lane. City Staff has determined a cost of \$35,000 for this work. The relocation of the existing water line can happen at the same time, and the same trench can be used for both.

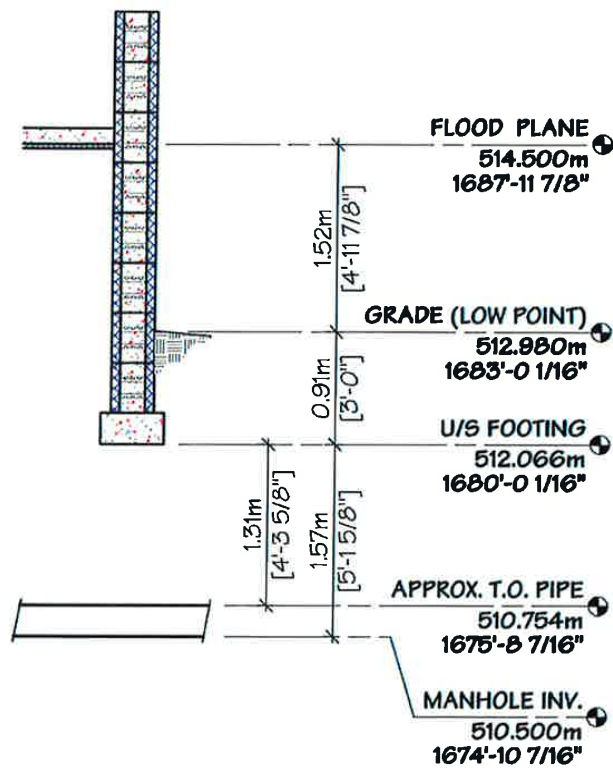
Another significant development in this project is the use of the donated Roxul Building. Upon closer examination, and based on the recommendations of our architect and structural engineer, HFH Boundary has decided not to use the Roxul building as the second floor above the ReStore. Instead, we will construct a new second story. Elevation and floor plans attached. We expect to have construction drawings shortly, and will be ready to commence construction as soon as weather permits.

Our specific request of the City at this time is to reconfirm their willingness to complete the work approved earlier, place it high on the priority list and consider early budget approval. The following table provides a description of costs and benefits associated with the entire MAAP project to date.

Thank you for your continued support and encouragement of our efforts to address the needs in our community.

Rick Friesen, executive director
Habitat for Humanity Boundary
hfhboundary@hughes.net
office: (250) 442-2722 ext. 255

Box 1088
Grand Forks, BC
V0H 1H0
Tel : 250-422-2722



**BLUEGREEN
ARCHITECTURE INC**
#202 - 110 Highway 33 West, Kelowna, BC V1X 1X7
□ Kamloops ■ Kelowna www.bluegreenarch.com

**HABITAT FOR HUMANITY
RESTORE ADDITION**

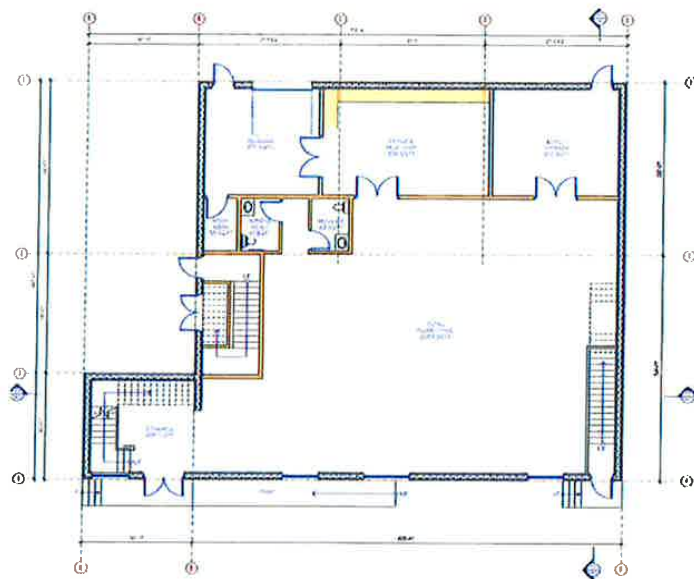
Sheet

**SECTION DETAIL
EXIST. 10" STORM SEWER PIPE**

Date: 2013/11/08
Scale: 1/4"=1'-0"
Drawn: EV
Checked: XXX
Project #: 13.328

Sheet no.

SK-01



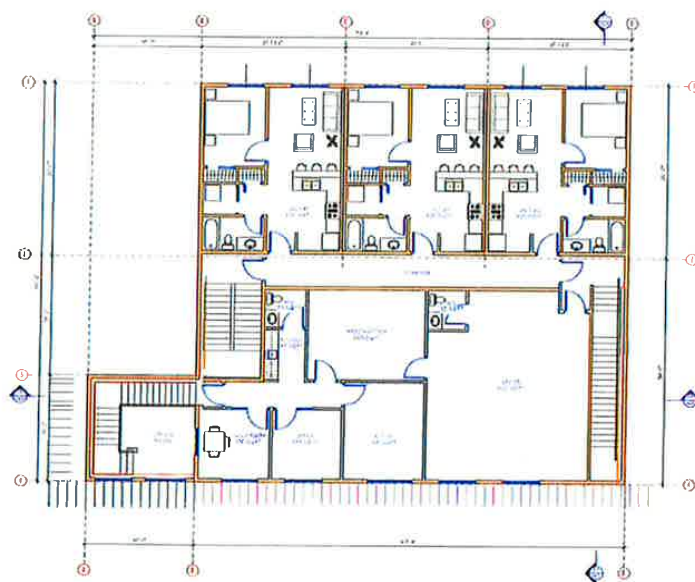
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47.00	10/10/10
48.00	10/10/10
49.00	10/10/10
50.00	10/10/10

ASU SCALE
ARCHITECTURE, INC.
1111 11th Street, Suite 1111
Baltimore, MD 21202
www.asuscale.com
Tel: 410.528.1111
Fax: 410.528.1112

**HABITAT FOR HUMANITY
BALTIMORE ADDITION
Baltimore, MD**

**MAIN
FLOOR PLAN**

Sheet: **A2.0**



BUDGET	BUDGET
<p>BUDGET</p> <p>1.000.000.000</p> <p>2.000.000.000</p> <p>3.000.000.000</p> <p>4.000.000.000</p> <p>5.000.000.000</p> <p>6.000.000.000</p> <p>7.000.000.000</p> <p>8.000.000.000</p> <p>9.000.000.000</p> <p>10.000.000.000</p> <p>11.000.000.000</p> <p>12.000.000.000</p> <p>13.000.000.000</p> <p>14.000.000.000</p> <p>15.000.000.000</p> <p>16.000.000.000</p> <p>17.000.000.000</p> <p>18.000.000.000</p> <p>19.000.000.000</p> <p>20.000.000.000</p> <p>21.000.000.000</p> <p>22.000.000.000</p> <p>23.000.000.000</p> <p>24.000.000.000</p> <p>25.000.000.000</p> <p>26.000.000.000</p> <p>27.000.000.000</p> <p>28.000.000.000</p> <p>29.000.000.000</p> <p>30.000.000.000</p> <p>31.000.000.000</p> <p>32.000.000.000</p> <p>33.000.000.000</p> <p>34.000.000.000</p> <p>35.000.000.000</p> <p>36.000.000.000</p> <p>37.000.000.000</p> <p>38.000.000.000</p> <p>39.000.000.000</p> <p>40.000.000.000</p> <p>41.000.000.000</p> <p>42.000.000.000</p> <p>43.000.000.000</p> <p>44.000.000.000</p> <p>45.000.000.000</p> <p>46.000.000.000</p> <p>47.000.000.000</p> <p>48.000.000.000</p> <p>49.000.000.000</p> <p>50.000.000.000</p> <p>51.000.000.000</p> <p>52.000.000.000</p> <p>53.000.000.000</p> <p>54.000.000.000</p> <p>55.000.000.000</p> <p>56.000.000.000</p> <p>57.000.000.000</p> <p>58.000.000.000</p> <p>59.000.000.000</p> <p>60.000.000.000</p> <p>61.000.000.000</p> <p>62.000.000.000</p> <p>63.000.000.000</p> <p>64.000.000.000</p> <p>65.000.000.000</p> <p>66.000.000.000</p> <p>67.000.000.000</p> <p>68.000.000.000</p> <p>69.000.000.000</p> <p>70.000.000.000</p> <p>71.000.000.000</p> <p>72.000.000.000</p> <p>73.000.000.000</p> <p>74.000.000.000</p> <p>75.000.000.000</p> <p>76.000.000.000</p> <p>77.000.000.000</p> <p>78.000.000.000</p> <p>79.000.000.000</p> <p>80.000.000.000</p> <p>81.000.000.000</p> <p>82.000.000.000</p> <p>83.000.000.000</p> <p>84.000.000.000</p> <p>85.000.000.000</p> <p>86.000.000.000</p> <p>87.000.000.000</p> <p>88.000.000.000</p> <p>89.000.000.000</p> <p>90.000.000.000</p> <p>91.000.000.000</p> <p>92.000.000.000</p> <p>93.000.000.000</p> <p>94.000.000.000</p> <p>95.000.000.000</p> <p>96.000.000.000</p> <p>97.000.000.000</p> <p>98.000.000.000</p> <p>99.000.000.000</p> <p>100.000.000.000</p>	<p>BUDGET</p> <p>1.000.000.000</p> <p>2.000.000.000</p> <p>3.000.000.000</p> <p>4.000.000.000</p> <p>5.000.000.000</p> <p>6.000.000.000</p> <p>7.000.000.000</p> <p>8.000.000.000</p> <p>9.000.000.000</p> <p>10.000.000.000</p> <p>11.000.000.000</p> <p>12.000.000.000</p> <p>13.000.000.000</p> <p>14.000.000.000</p> <p>15.000.000.000</p> <p>16.000.000.000</p> <p>17.000.000.000</p> <p>18.000.000.000</p> <p>19.000.000.000</p> <p>20.000.000.000</p> <p>21.000.000.000</p> <p>22.000.000.000</p> <p>23.000.000.000</p> <p>24.000.000.000</p> <p>25.000.000.000</p> <p>26.000.000.000</p> <p>27.000.000.000</p> <p>28.000.000.000</p> <p>29.000.000.000</p> <p>30.000.000.000</p> <p>31.000.000.000</p> <p>32.000.000.000</p> <p>33.000.000.000</p> <p>34.000.000.000</p> <p>35.000.000.000</p> <p>36.000.000.000</p> <p>37.000.000.000</p> <p>38.000.000.000</p> <p>39.000.000.000</p> <p>40.000.000.000</p> <p>41.000.000.000</p> <p>42.000.000.000</p> <p>43.000.000.000</p> <p>44.000.000.000</p> <p>45.000.000.000</p> <p>46.000.000.000</p> <p>47.000.000.000</p> <p>48.000.000.000</p> <p>49.000.000.000</p> <p>50.000.000.000</p> <p>51.000.000.000</p> <p>52.000.000.000</p> <p>53.000.000.000</p> <p>54.000.000.000</p> <p>55.000.000.000</p> <p>56.000.000.000</p> <p>57.000.000.000</p> <p>58.000.000.000</p> <p>59.000.000.000</p> <p>60.000.000.000</p> <p>61.000.000.000</p> <p>62.000.000.000</p> <p>63.000.000.000</p> <p>64.000.000.000</p> <p>65.000.000.000</p> <p>66.000.000.000</p> <p>67.000.000.000</p> <p>68.000.000.000</p> <p>69.000.000.000</p> <p>70.000.000.000</p> <p>71.000.000.000</p> <p>72.000.000.000</p> <p>73.000.000.000</p> <p>74.000.000.000</p> <p>75.000.000.000</p> <p>76.000.000.000</p> <p>77.000.000.000</p> <p>78.000.000.000</p> <p>79.000.000.000</p> <p>80.000.000.000</p> <p>81.000.000.000</p> <p>82.000.000.000</p> <p>83.000.000.000</p> <p>84.000.000.000</p> <p>85.000.000.000</p> <p>86.000.000.000</p> <p>87.000.000.000</p> <p>88.000.000.000</p> <p>89.000.000.000</p> <p>90.000.000.000</p> <p>91.000.000.000</p> <p>92.000.000.000</p> <p>93.000.000.000</p> <p>94.000.000.000</p> <p>95.000.000.000</p> <p>96.000.000.000</p> <p>97.000.000.000</p> <p>98.000.000.000</p> <p>99.000.000.000</p> <p>100.000.000.000</p>



10/10/2017 11:00 AM
 17/17/2017 11:00 AM
 www.habitat.org



HABITAT FOR HUMANITY
 RESTORE-ADDITION

PRELIMINARY
 EXTERIOR ELEVATION

Costs previously approved by the City of Grand Forks

Original cost estimate total	\$ 45,950.00
Power pole and overhead line relocation	\$ 5,100.00
Road closure and survey	\$ 2,500.00
Concrete slab removal	\$ 550.00
Totals expenses to date:	\$ 8,150.00
Balance of funds remaining	\$ 37,800.00
Outstanding work to be done	
Storm drain and water main relocation	\$ 35,000.00
Waiver of DCC's	\$ 2,800.00
Sewer and Water hook-ups in lieu of -	\$ 10,000.00
Withdrawal of MAAP Grant in Aid request	-\$ 10,000.00
Total new expenses	\$ 37,800.00
Funds that need to be budgeted for:	\$ 47,800.00
(removes grant in aid request)	

(actual withdrawal of \$15,000)

Initial Lease ⑧

INDENTURE OF LEASE

THIS LEASE dated for reference the 27 day of September, 2013.

BETWEEN

THE CORPORATION OF THE CITY OF GRAND FORKS

7217 4th Street, P.O. Box 220
Grand Forks, British Columbia, V0H 1H0

(hereinafter referred to as the "Landlord")

OF THE FIRST PART

AND



HABITAT FOR HUMANITY BOUNDARY SOCIETY

7214 – 14th Street, P.O. Box 1088
Grand Forks, British Columbia, V0H 1H0

(hereinafter referred to as the "Tenant")

OF THE SECOND PART

- Page 1 of 20-

Landlord	Tenant
	

WHEREAS:

- A. The Landlord is the registered owner in fee simple of that parcel of land and premises located at 7212 Riverside Drive, Grand Forks, B. C. and legally described as set out in Schedule "A";
- B. Located on the land is a premise which the Tenant will sublet to Boundary Emergency Transitional Housing Society (Beths) and Whispers of Hope to be used for a homeless shelter, soup kitchen, thrift store, transition housing units, offices and meeting room. The Tenant will be permitted to construct a ReStore situated on the lands set out in Schedule "A", which will include part of the lands on the portion of the closed road, formerly 72nd Avenue (the "Restore");

The Landlord wishes to rent to the Tenant and the Tenant wishes to rent from the Landlord premises having an area of 4,400 square feet shown outlined in heavy red line on the sketch plan attached as Schedule "B" (the "Premises") and the land which will include the portion of the closed road. The Landlord will make the improvements set out in Schedule "E".

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

Lease:

1. The Landlord hereby leases the Premises described in Schedule "B" (the "Premises") and located on the land described in Schedule "A" (the "land") to the Tenant on the terms and conditions set out in this Lease.



Term:

2. This Lease shall be for a term of five (5) years, commencing on the 24 day of September, 2013 (the "Commencement Date") and expiring on the 29 day of September, 2018 (the "Term"). For the purpose of this lease, "Lease Year" means any one year period from the first day of September to the last day of August during the Term or any renewal term.

Rent:

3. The Tenant shall pay the Landlord annual rent of \$1.00 (ONE DOLLAR) payable (the "Rent") each Lease Year in one installment. The payment of \$1.00 (ONE DOLLAR) is payable on August 30 of each Lease Year.

- Page 2 of 20-



Landlord	Tenant
	

4. The Tenant's obligation to pay rent will be increased after the first year of the Lease from \$1.00 (ONE DOLLAR) per year to a base rent of \$1.00 per year together with 5% of the net profits of all sales or other income made from or through the Tenant's ReStore and Whispers of Hope Thrift Store business, to be determined annually by the Tenant's accountant. (Total annual sales less the operating expenses. (ie: wages, utilities, etc.)
5. If the Tenant is not in default under this Lease at the time of giving notice of renewal and at the time of the commencement of the renewal term, the Tenant may renew this Lease for one consecutive 5-year renewal term, on the same terms and conditions (except this right of renewal, which is modified accordingly), by giving notice to the Landlord (in the manner required for giving notices) not less than 180 days before the scheduled expiry of this Lease.
6. The rent for the renewal term and paragraph 4 shall be adjusted by an amount to be negotiated between the parties. PROVIDED THAT if the parties fail to agree on the amount of the rent for the renewal term or paragraph 4 the matter shall be referred to arbitration by a single arbitrator to be mutually agreed upon by the parties subject to the provisions of the Commercial Arbitration Act of the Province of British Columbia as from time to time in force. The arbitrator shall determine the annual rent for the renewal term or for clause 4 on the basis of the then-fair market rent for the retail portion of the Thrift Store of the Premises and Land, being the rent which would be paid for the Premises or and Land in their then-current condition (including all leasehold improvements thereto) or in whatever condition the Landlord is entitled to require the Tenant to leave the Premises or and Land at the expiration of the Term, whichever condition would result in higher rent, as between persons dealing in good faith and at arm's length and without regard to any restrictive covenants as to use.

Operating Costs:

7. All of the operating costs in relation to the Premises shall be borne solely by the Tenant. The Tenant is responsible for all its operating costs in relation to its use of the Premises not expressly itemized in Schedule "C".

- Page 3 of 20-

Landlord	Tenant
	

Utilities:

8. The Tenant shall pay all charges for the utilities itemized in Schedule "C". The Tenant shall pay all charges for telephone service, cablevision or other utility or communication service rendered in respect of the Tenant's use of the Premises not specifically itemized in Schedule "C".

Building Maintenance:

9. Subject to the Tenant's repair obligations as set out in Section 11, the Tenant shall maintain the Premises and shall provide the services in relation to the Building set out in Schedule "C". Neither the Tenant nor the Landlord has any obligation to the other regarding reasonable wear and tear of the Premises or the Building.



Repairs:

10. The Tenant covenants at its sole cost and expense, subject to the provisions of Section 10, to maintain the Premises and its HVAC, mechanical, electrical, plumbing and utility systems in good repair and operating condition, and upon receipt of written notice from the Landlord, to remedy promptly any defects in the Premises and its said systems, reasonable wear and tear excluded. The Tenant shall be responsible for all costs associated with repairs to the Premises arising as a result of the Tenant's use of the Premises or as a result of the use of the Premises by any agent, contractor, licensee, employee or invitee of the Tenant and all costs associated with all other repairs to the Premises, reasonable wear and tear excluded. The Tenant shall not overload any floors in the Premises.

Repair in the Event of Damage:

11. If the Premises are damaged by fire or any other hazard such that the Premises are rendered untenable or such that convenient access is prevented, then if such damage is reasonably and economically capable of repair within ninety (90) days, the Landlord shall, within thirty (30) days of the occurrence of the damage, initiate that repair and forthwith allow an abatement of the Rent which recognizes the nature and extent of the damage, or inconvenience, until such time as the Premises have been rebuilt or access restored. If the Landlord does not initiate the restoration of the Premises or access within the said thirty (30) days, or having commenced the restoration, does not proceed to complete it with reasonable dispatch, then the Tenant may give the Landlord fourteen (14) days notice and thereafter may terminate this Lease forthwith. If the damage is severe enough to preclude the reoccupation of the Premises by the Tenant for a period in excess of ninety (90) days, either party may, within thirty (30) days of the occurrence of the damage, serve notice upon the other of the immediate termination of this Lease.

- Page 4 of 20-

Landlord	Tenant
	

Landlord's Right to Perform:

12. If the Landlord delivers to the Tenant written notice of an alleged default in any of the services to be provided by the Tenant hereunder, and the Tenant fails to remedy such alleged default in regards to maintenance:

- a) Within thirty (30) days from and after delivery of such written notice; or
- b) Within such period less than thirty (30) days from and after delivery of such written notice as will ensure that the Landlord suffers no loss or damage if, by reason of the nature of alleged default, the Landlord may reasonably be expected to suffer loss or damage if such alleged default is not remedied within a period less than thirty (30) days,

then and in any and every such event, the Landlord may immediately terminate this Lease and may pursue any other available remedies as well.

Notification of Defect:

13. The Tenant shall promptly give the Landlord notice of any structural or personal accident, defect or damage within the Premises, systems or services for which the Tenant has an obligation under this Lease and which have come to the Tenant's attention.

Access:

14. The Tenant and their respective servants, agents, employees, licensee and invitees shall have the right in common with other occupants of the Premises to pass, repass and utilize the Land for the purposes of ingress, egress and full enjoyment of the Premises, parking and other facilities in use by the Tenant.

Quiet Enjoyment:

15. The Landlord hereby covenants with the Tenant for quiet enjoyment.

Compliance with Laws:

16. The Tenant and the Landlord shall each comply with and observe all federal, provincial and local government laws, bylaws, rules, regulations, orders, permits and licenses in force with respect to the Premises and any alterations to the Premises.

- Page 5 of 20-

Landlord	Tenant
	

Alterations:

17. The Tenant shall be able, with the prior written consent of the Landlord, (which consent shall not be unreasonably withheld or delayed) to make such alterations or additions to the Premises as it may from time to time request in writing and as are required for the conduct of its business. If the Landlord does not respond within thirty (30) days to such a request, consent will be deemed to have been given.

Notification of Sale or Assignment and Acknowledgement:

18. If at any time during the Term hereof the Premises or the Landlord's interest therein or in this Lease shall be assigned, mortgaged or sold to any third party, the Landlord shall, within fourteen (14) days following the execution and delivery by the Landlord of any assignment or documents of mortgage or sale, deliver to the Tenant a notice in writing of the making of such assignment, mortgage or sale and the effective date thereof and shall obtain an agreement from the assignee, mortgage or purchaser, as the case may be, acknowledging and confirming the Rent, the Term and the other covenants, obligations and conditions of this Lease.

Direction as to Emergency and Payments:

19. In case of emergency the Landlord emergency telephone number is (250) 442-8266 or after hours Accura Alarms (250) 364-5808. Until further notice the Landlord designates the Chief Financial Officer as the recipient for rent and other amounts payable under the Lease.

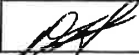

Insurance:

20. The Landlord shall obtain, maintain and pay for insurance on the Building, excluding the Restore and all chattels of the Tenant against loss or damage by fire and extended coverage perils.

Such insurance shall contain a waiver of subrogation by insurers against the Tenant and its subtenants. The Landlord further agrees to obtain and maintain Public Liability Insurance for an amount not less than Two Million Dollars (\$2,000,000.00) per occurrence.

21. The Tenant shall not do or permit anything to be done which causes the Landlord's cost of insuring the Premises to increase. Any increase in insurance costs to Landlord resulting from the Tenant's breach of this covenant shall be borne by the Tenant.

- Page 6 of 20-

Landlord	Tenant
	

No Waste or Nuisance:

22. The Tenant shall not:

- a) Commit or permit any willful or voluntary waste, spoil or destruction on the Land or Premises; or
- b) Do or permit to be done anything that may be considered upon investigation to be a nuisance or annoyance to owners or occupiers of adjoining lands or to the public generally, notwithstanding the normal operations of the Boundary Emergency Transitional Housing Society (Beths) and Whispers of Hope to be used for a homeless shelter, soup kitchen, thrift store, transition housing units, offices and meeting room.

Mutual Indemnity:

23. The Landlord and Tenant shall indemnify each other against all claims, actions, causes of action, loss, damage, expense and costs, whatsoever, made by any person arising out of or resulting directly or indirectly and whether by reason of negligence or otherwise, from the performance, default of performance, or, remedying of any default by any party hereto of its covenants and obligations under this Lease.

Annexations of Tenant's Fixtures:

24. The Tenant and the Landlord agree that any additions, alterations, improvements and fixtures made to or installed upon the Premises at the expense of the Tenant other than reasonably moveable fixtures shall, immediately upon affixation, be deemed to be annexed to the Premises. Such fixtures shall remain upon and be surrendered with the Premises upon the expiration or earlier termination of this Lease unless the Landlord and the Tenant otherwise agree. Provided that the Landlord and Tenant agree that the addition known as the ReStore Building is the Tenant's property and can be removed by the Tenant up to six months after the expiration or earlier termination of this Lease, after which time it becomes the Landlord's property without any compensation to the Tenant.

Yielding Up:

25. The Tenant shall surrender the Premises at the expiration or earlier termination, of the Term in good repair to the Landlord, excepting only reasonable wear and tear, damage from fire, storm, tempest and other casualty, and removal of chattels and the Tenant shall not be liable to pay compensation or to make any other payment to the Landlord in respect of restoration or repair of the Premises.

Landlord	Tenant
	

Notice of Default:

26. If the Tenant should break any of its covenants, agreements or obligations under this Lease, the Landlord may send the Tenant a notice of default (in the manner required herein for giving notices) and if the default is one that is curable by the Tenant, the Landlord may notify the Tenant that the default must be cured within 15 days (if the default is non-payment of money) or in other cases, 30 days (or a lesser time in the case of emergency or urgent circumstances).

Landlord's Right to Perform:

27. If the Tenant should fail to rectify a curable default within the time specified and if the default is one that can be cured by the Landlord, the Landlord may, without further notice to the Tenant, take all steps considered in its sole discretion necessary to rectify the default. Nothing in this Lease obligates the Landlord to rectify any default of the Tenant but should the Landlord choose to do so, the Landlord shall not be liable to the Tenant for any act or omission in the course of curing or attempting to cure any default.

Provisos:

28. Provided always and it is hereby agreed that:

- a) If the Rent is unpaid for fifteen (15) days; or
- b) If the Tenant should breach any other of its covenants, agreements or obligations herein and, if such breach is curable by the Tenant, the breach is not cured by the Tenant within 30 days (or other time specified) after receipt of a notice sent by the Landlord to the Tenant, in the manner herein provided, requiring that the breach be cured;

then notwithstanding anything in this Lease to the contrary, the Landlord may, without further notice, enter into and upon the Premises or any part in the name of the whole and to have the same again, repossess and enjoy as of its former estate, and if and whenever the Landlord becomes entitled to re-enter the Premises, the Landlord, in addition to all other rights and remedies, shall have the right to terminate this Lease without further notice. Thereupon, this Lease and the Term or renewal term, as the case may be, shall terminate and the Tenant shall immediately deliver up possession of the Premises to the Landlord in accordance with Section 25.

29. If the Landlord terminates this Lease, the Landlord retains the right to proceed at law against the Tenant for all arrears of Rent and other accrued loss or damage and costs, including all prospective losses or prospective damages suffered or to be suffered by the Landlord arising from the default of the Tenant under this Lease:

- Page 8 of 20-

Landlord	Tenant
	

30. The Landlord or the Tenant retains the right to terminate this Lease upon the Landlord or the Tenant giving the other party six months' written notice of termination.

Holding Over:

31. If the Tenant should hold over after the expiration of the Five (5) Term and the Landlord should accept rent, the new tenancy thereby created shall be a tenancy from month to month and not a tenancy from year to year, and shall be subject to the covenants and conditions herein contained so far as the same are applicable to a tenancy from month to month. The monthly rent payable by the Tenant will equal to an amount that is 1/12th of the previous years, Rent then payable.

Assignment:

32. This Lease may not be assigned or transferred by the Tenant and the Premises may not be sublet without the consent of the Landlord, such consent may be unreasonably withheld.

Costs:

33. Each of the Landlord and the Tenant is responsible for its own legal costs in relation to the preparation and negotiation of this Lease. The Tenant and the Landlord shall perform all of their obligations, covenants and agreements under this Lease solely at their own cost.

Notice

34. Any notice, document or communication required or permitted to be given hereunder shall be in writing and shall be deemed to be satisfactory if and deemed to have been delivered:



- a) When sent by facsimile transmission or when delivered by hand, on the date of receipt; or
- b) When mailed by registered mail, on the date received or on the fifth day after receipt of mailing by any Canada post office, whichever is the earlier;

PROVIDED the notice is sent to the party at the address and facsimile number provided herein or to whatever other address or facsimile number the party from time to time in writing may advise.

Law to the Contrary:

35. This Lease shall ensure to the benefit of and be binding on the parties notwithstanding any rule of law or equity to the contrary.

- Page 9 of 20-

Landlord	Tenant
	

Severance:

36. If any portion of this Lease is held invalid by a court of competent jurisdiction, the invalid portion shall be severed and the decision that it is invalid shall not affect the validity of the remainder of this Lease.

Governing Law:

37. This Lease shall be governed by and construed in accordance with the laws of the Province of British Columbia.

Waiver:

38. Waiver by the Landlord of any default by the Tenant shall not be deemed to be a waiver of any subsequent default. A waiver is effective only if it is in writing.

References:

39. Every reference to each party is deemed to include the heirs, executors, administrators, successors, directors, employees, members, servants, agents, officers, and invitees of such party where the context so permits or requires.

Amendment:

40. This Lease may not be modified or amended except by an instrument in writing signed by the Landlord and the Tenant.

Remedies Not Exclusive:

41. No remedy conferred upon or reserved to the parties is exclusive of any other remedy herein or provided by law, but all such remedies shall be cumulative and may be exercised in any order or concurrently.



Charges on Title:

42. The Tenant shall abide by and observe all requirements and restrictions on the title to the Land registered prior to the Commencement Date.

Inurnment:

43. This Lease shall ensure to the benefit of and be binding upon the parties hereto and their respective successors.

- Page 10 of 20-

Landlord	Tenant
	

Captions:

44. The captions appearing in this Lease have been inserted for reference and as a matter of convenience and in no way define, limit or enlarge the scope or meaning of this Lease.

Interpretation:

45. Wherever the singular or masculine or neuter is used in this Lease, the same shall be construed as meaning the plural, the feminine or body corporate where the context so requires.

Entire Lease:

46. The provisions herein contained 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 hereof.

Time of Essence:

47. Time is of the essence of this Lease.

Further Assurances:

48. The parties shall execute and do all such further deeds, acts, things and assurances as may be reasonably required to carry out the intent of this Lease.



Covenants and Conditions:

49. All of the provisions of this Lease shall be deemed and construed to be conditions as well as covenants as though the words specifically expressing or importing covenants and conditions were used in each separate section.

List of Schedules:

Schedule "A" – Legal Description of the Land
Schedule "B" – Sketch of the Premises
Schedule "C" – Tenant's Operating Costs and Services
Schedule "D" – Tenant's Improvements
Schedule "E" – Additional Clauses
Schedule "F" – Retail Square Footage Plan

- Page 11 of 20-

Landlord	Tenant
	


IN WITNESS WHEREOF the parties have affixed their hands and seals and where a party is a corporate entity, the corporate seal of that entity has been affixed in the presence of its duly authorized officers effective the day and year first recited above.

THE CORPORATE SEAL OF the Landlord was hereunto affixed in the presence of:

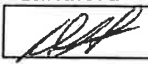


Authorized Signature City of Grand Forks


Authorized Signature City of Grand Forks


Authorized Signature
Habitat for Humanity Boundary Society
Executive Director

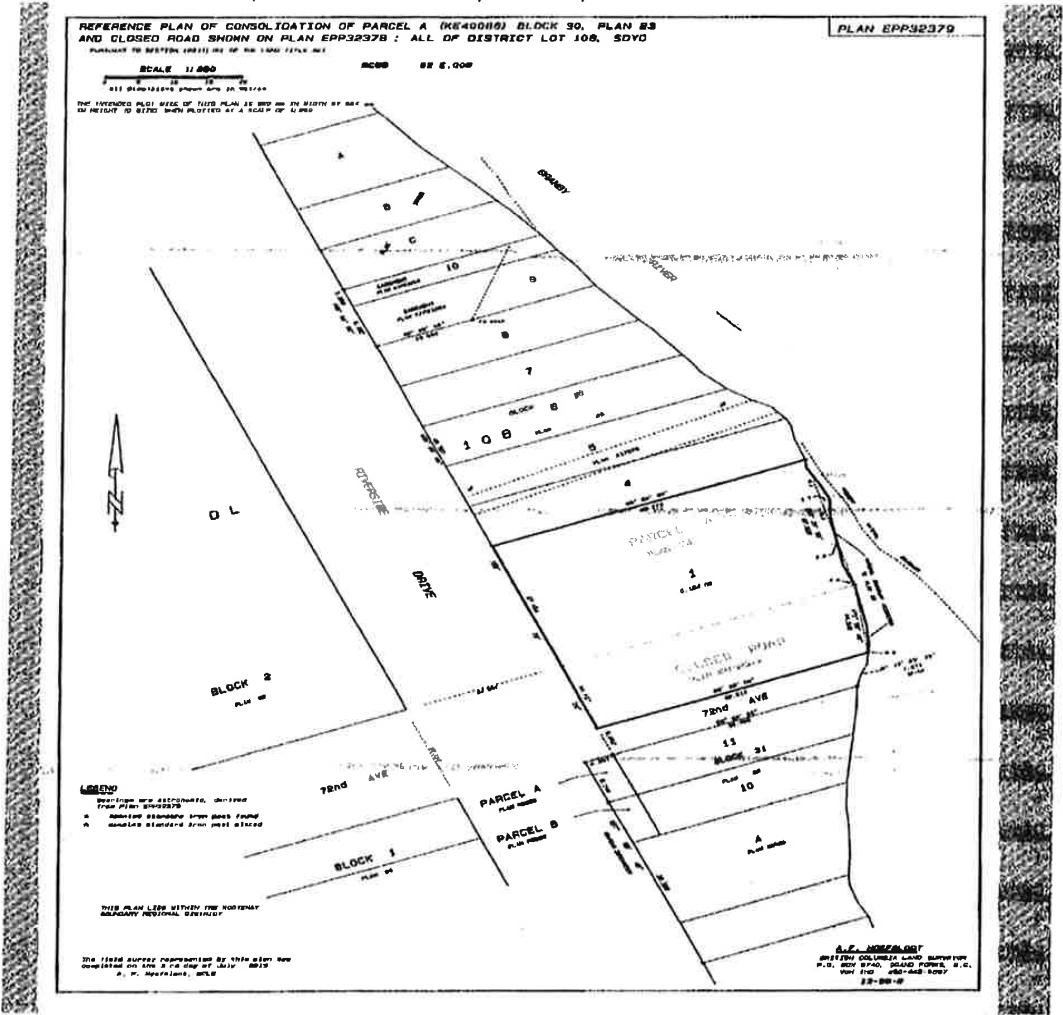

Authorized Signature
Habitat for Humanity Boundary Society
Secretary

- Page 12 of 20-

Landlord	Tenant
	


<p align="center">SCHEDULE "A"</p> <p align="center">LEGAL DESCRIPTION</p>
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Lot 1, District Lot 108, SDYD, Plan EPP32379

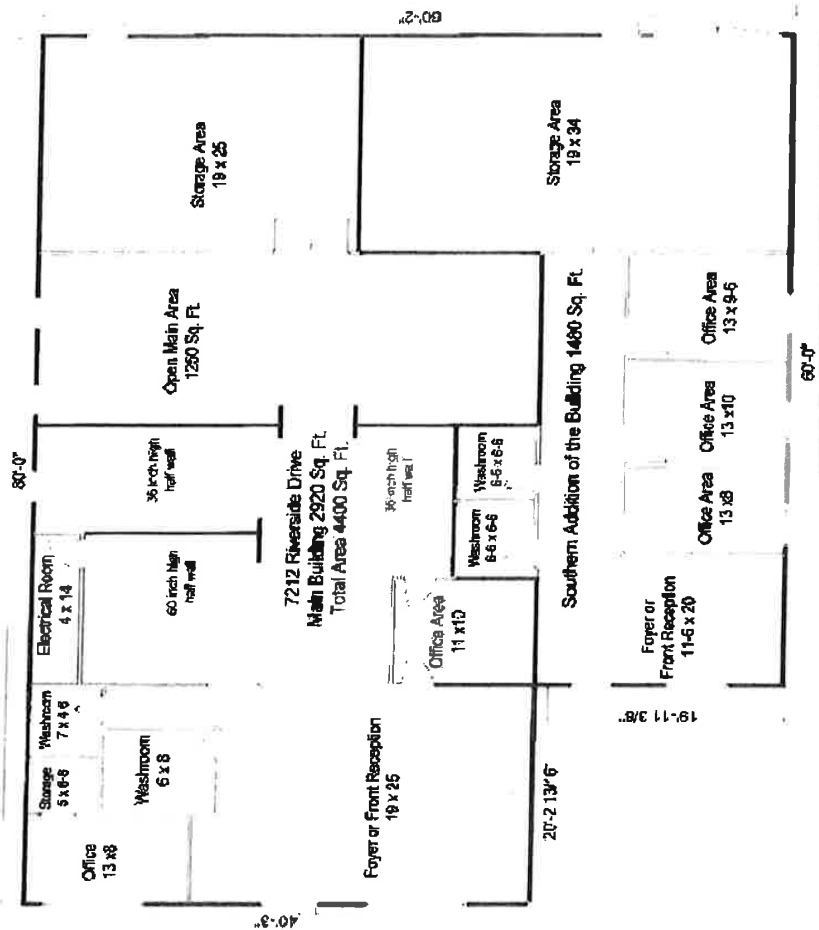


- Page 13 of 20-

Landlord	Tenant
<p>1. The Landlord shall provide the Tenant with a safe and sound premises for the use of the Tenant.</p> <p>2. The Landlord shall be responsible for the maintenance and repair of the premises, including the roof, walls, floors, and plumbing.</p> <p>3. The Landlord shall be responsible for the payment of property taxes and insurance.</p> <p>4. The Landlord shall be responsible for the payment of the mortgage on the premises.</p> <p>5. The Landlord shall be responsible for the payment of the utility bills for the premises.</p> <p>6. The Landlord shall be responsible for the payment of the rent for the premises.</p> <p>7. The Landlord shall be responsible for the payment of the security deposit for the premises.</p> <p>8. The Landlord shall be responsible for the payment of the fees and charges for the premises.</p> <p>9. The Landlord shall be responsible for the payment of the costs of the premises.</p> <p>10. The Landlord shall be responsible for the payment of the expenses of the premises.</p>	<p>1. The Tenant shall occupy the premises for the use of the Tenant.</p> <p>2. The Tenant shall be responsible for the maintenance and repair of the premises, including the roof, walls, floors, and plumbing.</p> <p>3. The Tenant shall be responsible for the payment of property taxes and insurance.</p> <p>4. The Tenant shall be responsible for the payment of the mortgage on the premises.</p> <p>5. The Tenant shall be responsible for the payment of the utility bills for the premises.</p> <p>6. The Tenant shall be responsible for the payment of the rent for the premises.</p> <p>7. The Tenant shall be responsible for the payment of the security deposit for the premises.</p> <p>8. The Tenant shall be responsible for the payment of the fees and charges for the premises.</p> <p>9. The Tenant shall be responsible for the payment of the costs of the premises.</p> <p>10. The Tenant shall be responsible for the payment of the expenses of the premises.</p>

	R. J.
---	-------

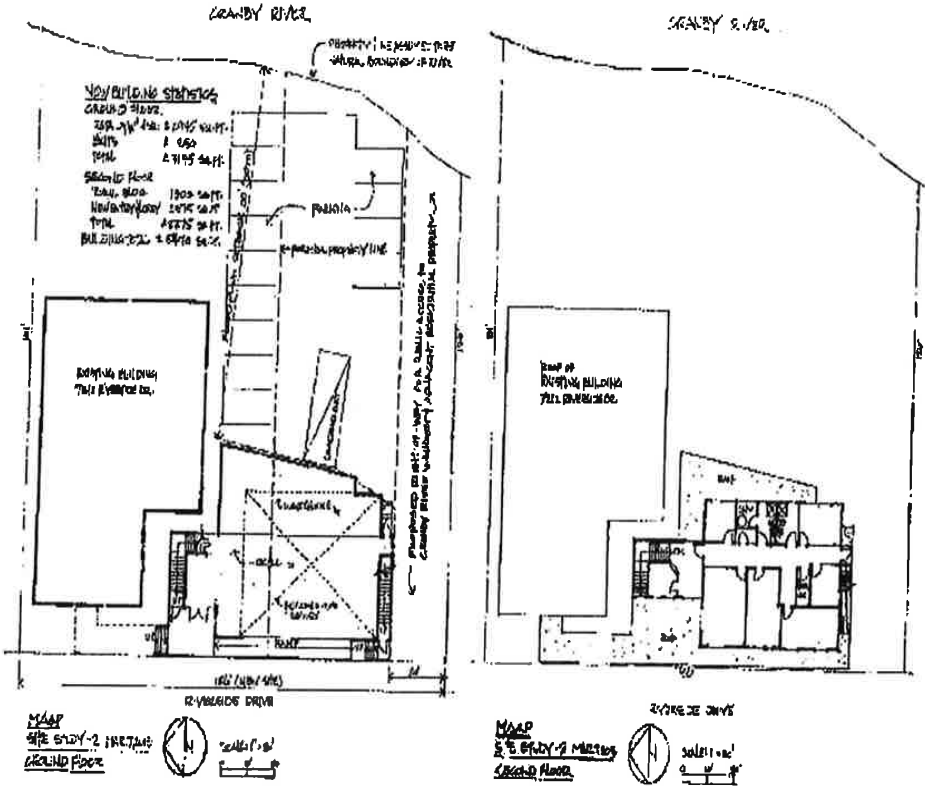
SCHEDULE "B" **SKETCH OF EXISTING PREMISES**



- Page 14 of 20-

Landlord	Tenant
<i>[Signature]</i>	<i>[Signature]</i>

SCHEDULE "B" SKETCH OF PROPOSED SITE PLAN



SCHEDULE "B"
SKETCH OF ELEVATION
VIEW



- Page 16 of 20-

Landlord	Tenant
<i>[Signature]</i>	<i>[Signature]</i>

SCHEDULE "C"



(A) ITEM	(B) To Be Provided by Landlord, Cost Included in Rent	(C) To Be Provided by Landlord, Cost Borne by Tenant	(D) To Be Provided by Tenant, Cost Borne by Tenant	(E) Does Not Apply
<u>5310000CLEANING</u> (210) Janitorial Service and Supplies (360) Window Cleaning Interior (350) Window Cleaning Exterior			✓ ✓ ✓	
<u>5312000GROUNDS</u> (280) Maintenance of Landscaping and Common Area Costs (290) Snow Removal			✓ ✓	
<u>5317000HVAC</u> (240) Major repairs or replacement (250) Preventative Servicing and Minor Repairs of HVAC System	✓		✓	
<u>5318000ELECTRICAL</u> (260) Lamp and Tube Replacement (320) Preventative Servicing and Minor Repairs of Elevator(s)			✓	✓
<u>5322000NON-ENERGY UTILITIES</u> (270) Garbage Removal (310) Water and Sewage			✓ ✓	
<u>5410000FUELS</u> (240) Heating			✓	
<u>5460000ELECTRICITY</u> (230) Electricity			✓	
<u>5621051PARKING</u> (300) Parking Rent				✓
<u>5633051INSURANCE</u> (340) Fire and Extended Coverage Perils P.L. and P.D.	✓			

<u>5640051 TAXES</u> (202) Taxes All Other Taxes			✓	
<u>5640051 TAXES</u> (220) Taxes Municipal				✓
<u>5661051 TENANT IMPROVEMENTS</u> (330) Tenant Improvements			✓	
<u>ADDITIONAL ITEMS</u>			✓	

Security Monitoring System

Any Security Alarm System monitoring and maintenance will be the responsibility of the Tenant.

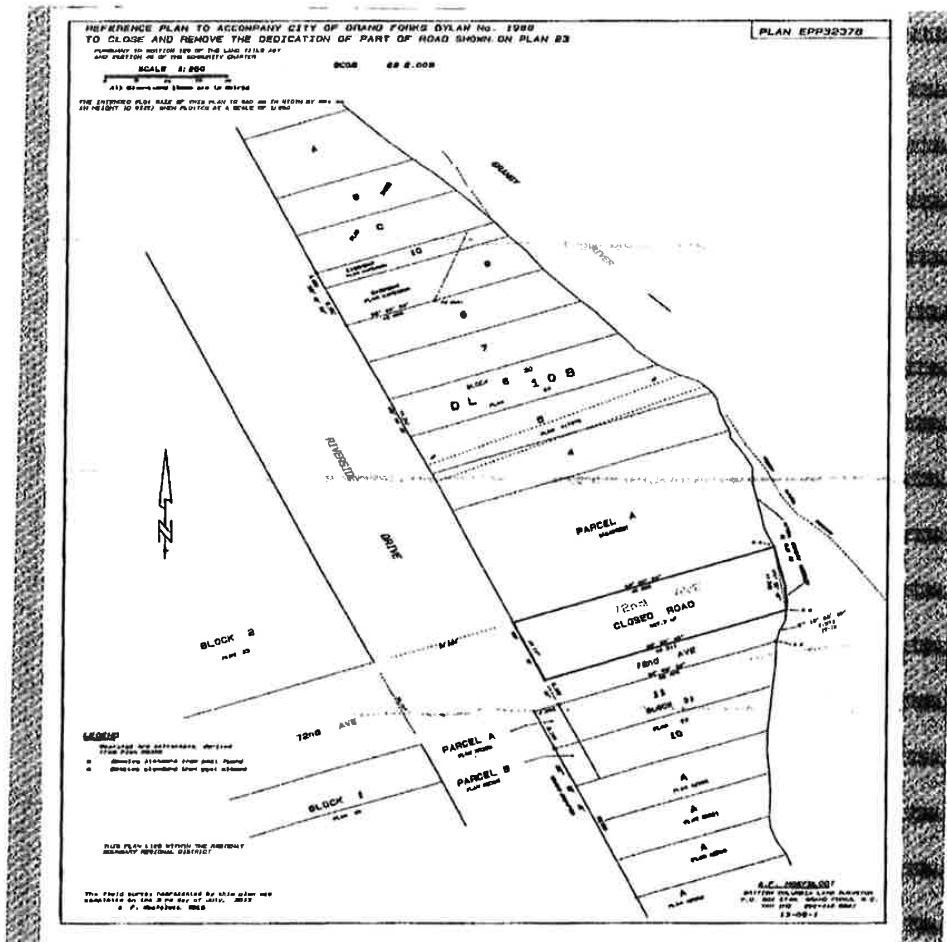
- Page 18 of 20-

Landlord	Tenant
	

SCHEDULE "D"

TENANT IMPROVEMENTS


The Tenant will be permitted to construct a ReStore in accordance with the B.C. Building Code, which will be situated on the existing Lot and partially on the land adjoined, which was formerly part of 72nd Avenue to be closed, which shall be consolidated as Lot 1, DL 108, SDYD, Plan EPP32379



- Page 19 of 20-

Landlord	Tenant
<i>[Signature]</i>	<i>[Signature]</i>

- Page 20 of 20-

Landlord	Tenant
	

SCHEDULE "E"
ADDITIONAL CLAUSES

PROPERTY TAXES

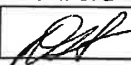

The Landlord and the Tenant agree that while the Landlord is not currently obligated to pay Taxes with regard to the Premises, the Tenant will not be liable to pay for the Taxes or Grant-in-Lieu. If current legislation changes during the Term of the Lease, and the Landlord is required to pay Taxes, the Landlord will be liable to pay for the Taxes (as per Schedule "C").

LANDLORD IMPROVEMENTS



The Landlord will make the following improvements to the Premises:

1. The City of Grand Forks will close the end of 72nd Avenue which is adjacent to 7212 Riverside Drive and consolidate the area with the existing 7212 lot.
2. Relocate the power pole and power line to the outside of the property.
3. Relocate the existing water line to the outside of the property.
4. Remove the concrete slab which is situated in the road closure area.
5. Waive any Development Cost Charges related to the renovation of 7212 Riverside Drive and construction of the Habitat for Humanity ReStore.

- Page 21 of 20-

Landlord	Tenant
	

[illegible]

Landlord	Tenant
	

Correspondence for the Mayor (9)

THE CORPORATION OF THE CITY OF GRAND FORKS



7217 - 4TH STREET, BOX 220 · GRAND FORKS, BC V0H 1H0 · FAX 250-442-8000 · TELEPHONE 250-442-8266

May 8th, 2013

To Whom it May Concern:

City of Grand Forks Multi-Agency Accommodation Project Funding Support

Dear Sirs/Mesdames:

At their Regular Meeting on May 6th, 2013, Council approved a five (5) year term lease proposal which will be drafted by the City's legal council from the collaboration of the Habitat for Humanity Boundary Society, Whispers of Hope Benevolence Association and Boundary Emergency and Transition Housing Society also known as MAAP (Multi-Agency Accommodation Project) for the property known as 7212 Riverside Drive which is owned by the City of Grand Forks.

In addition to the agreement of the lease, Council resolved to offer its support as follows:

- The closure of a portion of 72nd Avenue subject to approval from the Ministry of Transportation and the Municipality in order for the organization to facilitate the construction of a Habitat For Humanity Restore.
- Relocation of a power pole and overhead lines
- Relocation of an existing water main
- Removal of a concrete slab
- Waiving of the Development Cost Charges related to the construction of the new Restore

The total additional costs which are supported by the City is approximately \$31,000.

The City of Grand Forks is proud and very supportive of the work and collaboration that this group has done to make this initiative a possible reality. The necessity and importance of the completion of this project would provide a paramount social assistance component to our entire community, if they receive approval to their applications for funding specific to the renovation of 7212 Riverside Drive and the construction of the Habitat for Humanity ReStore on the adjacent portion of 72nd Avenue.

Yours truly,

A handwritten signature in blue ink that reads "Brian Taylor".

Brian Taylor
Mayor

WE4,M1- City support letter for the MAAP group for 7212 Riverside Drive

Website: www.grandforks.ca

Email: info@grandforks.ca

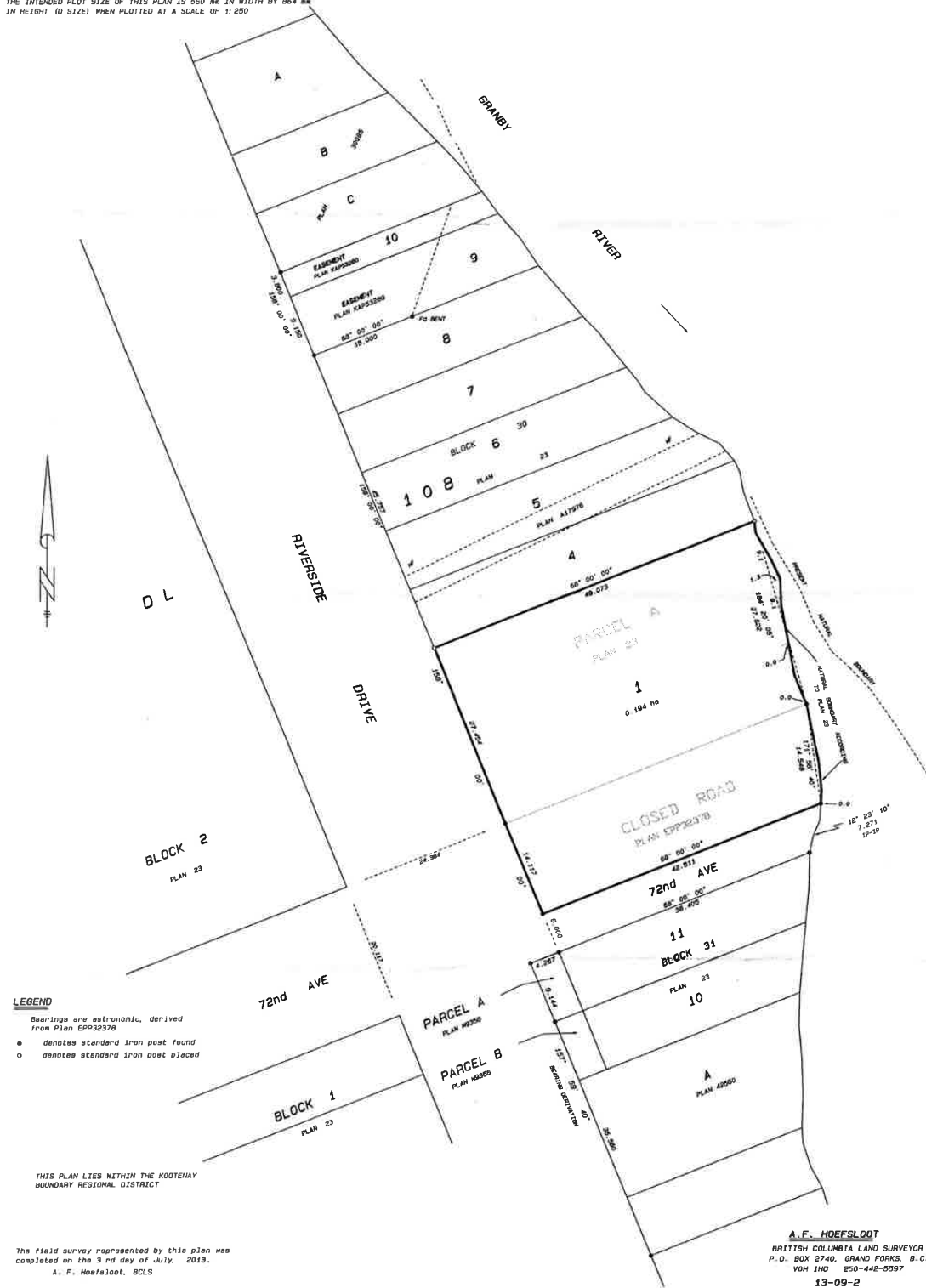
REFERENCE PLAN OF CONSOLIDATION OF PARCEL A (KE40086) BLOCK 30, PLAN 23
AND CLOSED ROAD SHOWN ON PLAN EPP32378 ; ALL OF DISTRICT LOT 108, SDYD

PLAN EPP32379

SCALE 1:250
0 5 10 15 20
All Dimensions shown are in Metres.

BCGS 82 E.008

THE INTENDED PLOT SIZE OF THIS PLAN IS 950 mm IN WIDTH BY 664 mm
IN HEIGHT (D SIZE) WHEN PLOTTED AT A SCALE OF 1:250



May 6 Regular Meeting Report
& Reso (10)

.....
d) Staff Request for Decision – Request for Proposal for the Design, Fabrication and Installation of Welcome Signs

Council referred this decision to the Regular Meeting to further deliberate a decision with regard to signage.

RESOLUTION FOR COUNCIL'S CONSIDERATION:

RESOLVED THAT COUNCIL CHOOSES OPTION NO. _____ WITH REGARD TO A SIGN DESIGN FOR THE EAST AND WEST ENTRANCES TO THE CITY AND FURTHER RECOMMENDS TO STAFF TO AWARD THE PROPOSAL TO THE CORRESPONDING PROPONENT AND FURTHER RESOLVES TO AMEND THE 2013 CAPITAL FINANCIAL PLAN TO COVER THE EXTRA COSTS.

.....
e) Staff Request for Decision – Lease Proposal of 7212 Riverside Drive

Recommendations as per attached Staff Report
.....

f) Staff Request for Decision – Lease Proposal of 7850-2nd St – Wildlife Hall

Recommendations as per attached Staff Report

Late Item 12 (e)

THE CITY OF GRAND FORKS REQUEST FOR COUNCIL DECISION

DATE : May 6, 2013
TOPIC : 7212 Riverside Drive
PROPOSAL : Lease Proposal of 7212 Riverside Drive
PROPOSED BY : Habitat for Humanity Boundary Society
Whispers of Hope Benevolence Association
Boundary Emergency and Transition Housing Society
Also Known as: MAPP

SUMMARY:

The request for proposal for 7212 Riverside Drive was posted in the local papers, the City's website and on BC BID on February 21, 2013. The RFP closed at 2:00 P.M. on March 14, 2013 with the City receiving one proposal from Habitat for Humanity Boundary Society, Whispers of Hope Benevolence Association and Boundary Emergency and Transition Housing Society also known as MAPP. The proposal submitted by MAPP meets the requirements of the Official Community Plan, and the Request for Proposal also includes some additional requests.

MAPP has the following requests noted in their proposal:

- **Item 1:** To close a portion of 72nd Ave. from Riverside Drive to the river. This would require approval from both the Ministry of Transportation and the Municipality. The request would require that when the property is surveyed and consolidated, that a 6 meter access on the southern edge of the property would need to remain as City owned property for a new access to the river. This area would serve a dual purpose, both as the driveway to the back parking lot of the Restore and as pedestrian access to the river. The additional cost for the road closure would be the responsibility of the MAPP group and includes survey, raising title, consolidation and registration with land titles and is estimated to be \$2,500.00. This could be completed by the City.
- **Item 2:** The relocation of the power pole and overhead lines crossing the river. The pole would need to be moved to the south edge of the property and would require the installation of at least two new power poles and the extension of the over head power lines. The relocation of the power lines is estimated to be \$5,100.00. This could be completed by the City.
- **Item 3:** There is an existing water main that runs down the center of 72nd Avenue and crosses the river to service the Rivershore Trailer Park. This utility would need to be relocated within the 6 meter access mentioned in Item 1. The water service relocation and upgrade is estimated to be \$20,000. This could be completed by the City.

- **Item 4:** The removal of the concrete slab located on the 72nd Avenue roadway. The cost of removal is estimated to be \$550.00. This could be completed by the City.
- **Item 5:** To waive the development cost charges (DCC's) related to the construction of the new Restore on the portion of 72nd Avenue that would be consolidated with lot A as per Item 1. The Restore location is outside of the scope of the original RFP that was issued by the City. The development cost charges are estimated to be between \$2500 and \$2800 should council choose to waive the DCC's.
- **Item 6:** The MAPP Group also requested a grant-in-aid in the amount of \$15,000 for the water and sewer hookups and the Mapp's Group is prepared to withdraw this request should council choose to waive Item 5 of their proposal. This could be completed by the City.
- **Item 7:** The MAPP Group has requested a ten (10) year lease and to retain ownership of the Restore should the lease be terminated for any reason. City staff is recommending a five (5) year term with an escape clause drafted by the City's legal counsel. Further, that the City allow the Mapp Group a 90 day grace period to allow for the relocation of the Restore to another location should the lease be terminated for any reason. If the Restore is not relocated the building will become the property of the City of Grand Forks.
- **Item 8:** MAPP is proposing a minimal base rent of \$1.00 per year and in addition, 5% of net profits generated from the social enterprise components. To ensure that MAPP gets a solid footing, they are requesting that the City waive the percentage until the second full year of operation.

Should Council agree with the conditions as set out in the summary above, staff would see no issues in proceeding with the proposal.

STAFF RECOMMENDATIONS:

Option 1: Council directs staff to proceed with the proposed lease provided the terms in the summary are agreed to by Council. Further that staff is requested to complete the road closure of 72nd Avenue.

OPTIONS AND ALTERNATIVES:

Option 1: Council adopts a resolution to proceed with the proposed lease for 7212 Riverside Drive. Council directs staff to proceed with the proposed lease provided the terms in the summary are agreeable with Council and proceed with drafting a lease agreement. Further that staff is requested to complete the road closure of 72nd Avenue.

Option 2: Council declines to approve the proposed lease for 7212 Riverside Drive. This option would see the property and building remain as status quo.

BENEFITS, DISADVANTAGES AND NEGATIVE IMPACTS:

Option 1: The advantage to this option is that it will allow the MAPP Group to establish a new home base for their organizations and help the City in the development of the downtown core, and consolidate these agencies that provide much needed social assistance in our community.

Option 2: This option allows the property at 7212 Riverside Drive to remain vacant with no potential to generate revenue for the City

COSTS AND BUDGET IMPACTS – REVENUE GENERATION:

If Council agrees to the abovementioned requests, the costs to the City would be \$45,950.00. Currently no resources have been allocated in the 2013 operating or capital budget.

LEGISLATIVE IMPACTS, PRECEDENTS, POLICIES:

Council may waive or reduce a charge under section 933 (*development cost charges generally*) for an eligible development within the regulations of the Local Government Act. Council has the ability waiving or reducing the fees and charges under Bylaw 1425 (*Bylaw to Impose Development Cost Charges*).



Department Head or Chief Administrative Officer



Reviewed by Chief Administrative Officer



LEASE OF 7212 RIVERSIDE DRIVE

This proposal has been prepared by Habitat for Humanity Boundary Society, and addresses the Multi-Agency Accommodation needs of:

Habitat for Humanity Boundary Society

and

Whispers of Hope Benevolence Association

and

Boundary Emergency and Transition Housing Society

Jointly known as:

MAAP

Table of Contents

Certification Document	3
Executive Summary	4
1. Understanding of 7212 Riverside Drive	5
2. Corporate Profiles, Experience and Capability	10
3. Provision of Services / Scope of Services	14
4. Tenant Fit-Up	16
5. References	21
6. Financial and Contract Terms	25

SCHEDULE A
CERTIFICATION DOCUMENT
LEASE OF 7212 RIVERSIDE DRIVE

Certification:

We have carefully read and examined the RFP document and have conducted such other investigations as were prudent and reasonable in preparing this Proposal.

We certify that the statements made in this proposal are true and complete. These statements represent our proposal to the Corporation of the City of Grand Forks. We agree to be bound by statements and representations made in this proposal.

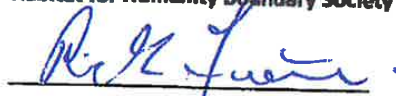
Print Company Name and Address:

Habitat for Humanity Boundary Society
P.O. Box 1088, Grand Forks, ND 1H0
for
Boundary Emergency & Transition Housing Society
and
Whispers of Hope Benevolence Association

Print Name and Title of Authorized Signing Officers:

Rick Friesen, Executive Director
Habitat for Humanity Boundary Society

Signature of Authorized Signing Officer:



Telephone Number:

T 250.442.2634 C 250.666.0513

Email Address:

hfhboundary@hughes.net

Acknowledgement of Addenda

We acknowledge receipt of the following addenda which become part of this RFP:

Addendum #	1	
Addendum #		
Addendum #		

Signed this _____ day of _____, 2013

Executive Summary

Habitat for Humanity Boundary (HFHB), Boundary Emergency and Transition Housing Society (BETHS), and Whispers of Hope Benevolence Association (Whispers) intend to create multi-agency accommodation to meet the needs of individuals and families in the Boundary who are homeless, hungry and/or unable to obtain decent, safe and affordable housing. The three organizations seek to create a permanent facility that will provide shelter, meals, clothing and other thrift store items, office space for the three organizations and a HFHB ReStore. A ReStore is the Habitat brand name for a building supply store that sells predominantly used building materials.

The Multi-Agency Accommodation Project (MAAP) is a collaborative agreement between three not-for-profit agencies which need permanent accommodation, but cannot afford the cost individually. While each agency will retain its own identity and unique operating style, opportunities to share specific facility components, staff, volunteers and administrative responsibilities exist and will be explored. We believe this collaboration will lead to increased efficiencies and lower operating and administrative expenses.

Section 1 of this proposal details MAAP's understanding of the facility and associated requirements. It identifies specific goals, objectives and guidelines contained in the City of Grand Forks' Sustained Community Plan and Community First Agreement.

Section 2 provides corporate profiles of the three agencies, describing who they are, what they do, and how they do it. The MAAP advisory council is described in this section and it includes highlights of the Memorandum of Understanding created between BETHS, Whispers and HFHB.

Section 3 details the proposed use of 7212 Riverside Drive, modifications required to the facility and construction commitments. It also identifies the resources and personnel that MAAP will provide to the facility and the marketing strategies to make it successful.

Tenant Fit-Up describes the work and schedule for renovating the facility to meet MAAP's needs, and for construction of the ReStore. This section also includes estimated start-up costs, potential sources of revenue and annual operating costs. Statements of Revenues and Expenses are provided for all three agencies.

Reference letters have been provided for each of the agencies. As HFHB is taking the lead role in this collaborative venture, they have provided a reference letter from the Grand Forks District Savings Credit Union.

Section 6 presents MAAP's proposal to the City of Grand Forks for the lease of 7212 Riverside Drive, their request for the closure of that portion of 72nd Avenue adjacent to 7212, and a brief description of our potential savings from and investment in this project.

Roxul Inc. has offered to donate the former CanPar engineering office to this project. The building will need to be relocated from the Roxul premises within the next year. International Forests Products Limited (Interfor) has donated \$20,000 to support the project. Preliminary discussions with the City of

Grand Forks have indicated support in principle for the project and identified a possible location on Riverside Drive which includes a 4,320 square foot building (the former Three Phase building at 7212 Riverside Drive) as well as the adjacent road right-of-way which could be closed, re-zoned commercial and made available for the project.

1. Understanding of 7212 Riverside Drive

The three organizations comprising MAAP have been interested in the 7212 Riverside Drive property for more than a year, as it is ideally situated for our multiple agency model which requires close proximity to the downtown core, good access to the public and reasonable separation from the residential community.

MAAP understands that 7212 Riverside Drive will be made available for use "as is" and that it will be our responsibility to ensure that the facility meets current building standards for safety and related building code requirements, and that any costs related to upgrades or renovations will be our responsibility alone. We also understand that any such upgrades or renovations will require City approval prior to commencement of any work.

The services we provide to the community and surrounding area address numerous policies, guidelines and strategies contained within the City's Sustainable Community Plan, Community First Agreement, Corporate Strategic Plan and Annual Report. In submitting this proposal, we realize that our occupancy of the facility will not maximize revenue to the City but it will create a benefit to the community as well as new jobs. The ReStore will employ a full-time manager. As BETHS moves to a permanent shelter and transition housing, it will employ a shelter coordinator, assistant coordinator, staff and counselors. We appreciate that the City has identified secondary benefits in disposition of City-owned lands, namely securing beneficial services, and is committed to supporting community organizations by providing land at a nominal fee where possible.

MAAP will meet the needs of individuals and families in the Boundary who are homeless, hungry, lack appropriate clothing, or are unable to obtain decent, safe and affordable housing.

A study conducted in 2010 for the City, clearly indicated several gaps in the housing continuum in the Boundary. Discussions with service providers and professionals at that time confirmed the need for a full range of housing and support services, i.e.:

- Homeless outreach workers;
- A low- or medium-barrier emergency shelter;
- A no-barrier, "wet" shelter where alcohol could be distributed to qualifying clients through a controlled program;
- Emergency shelter and transitional housing for youth-at-risk;
- Transitional housing to support those suffering from mental illness and those returning from detox centres, psychiatric hospitals, correctional facilities and other care and treatment centres;

- Supportive housing for individuals at risk of homelessness; and
- More affordable permanent housing for single people and families.

This collaboration between BETHS, Whispers of Hope Benevolence Association and HFHB is seeking to fill these identified gaps.

How this plan addresses the Sustainable Community Plan:

Encourage affordable housing for low income families and individuals, housing for the elderly, and housing for people with special needs.

The ReStore will provide HFHB with a steady source of undesignated revenue which can be used for both administrative and construction expenses. This additional revenue resource will allow HFHB to direct all the proceeds from our mortgage portfolio to the construction of new, affordable homes.

Enhance the visual appearance of the entire community through well-designed and quality built form. This plan calls for an expanded revitalization and beautification program of the commercial core, and the highway corridor (Central Avenue), including —gateway treatment into the downtown

Relocation of Whispers from the highway corridor. The ReStore will be “well designed and quality built form”. Visual appearance will be improved by repairing and repainting existing structures.

Develop a ‘co-responsible’ environment where government, businesses, not-for-profit organizations, schools and citizens work in partnership to achieve common, sustainable goals. Develop stronger partnerships between community self-organizing initiatives and City priorities.

BETHS, Whispers and HFHB will work in partnership to achieve common, sustainable goals. The three agencies, while retaining their individual identities, have agreed to appoint HFHB as the lead role in City relationships.

Encourage and support the development of affordable housing for low-income families, seniors and those with disabilities.

HFHB has built 14 affordable homes for low-income families, seniors with grandchildren and those with disabilities. This proposal both encourages and supports those continued efforts. HFHB has committed to building an average of one home per year in the Boundary area.

Encourage the redevelopment of existing commercial properties before any new commercial lands are developed. Encourage the reuse of older, vacant buildings.

The proposed facility at 7212 Riverside is an existing, older, vacant commercial property.

Encourage the use of the BC Green Building Code in new developments.

HFHB has committed to certification under “Built Green Canada” of all their future builds. This will apply to the new construction required for the ReStore.

The social fabric creates a sense of community pride where residents and visitors feel safe and welcomed. Enhancing current access to services and facilities makes the community attractive and livable.

Housing three not-for-profit service agencies in one location will enhance access to the public. A livable community improves and fosters an environment of learning, tolerance and growth, creating a balance of harmony and responsibility.

MAAP’s memorandum of understanding creates an environment of learning, tolerance and growth.

Encourage institutional uses to locate in, or within the vicinity of the city centre.

This plan will enable HFHB to relocate their office within the vicinity of the city centre. It will relocate Whispers from a prime, gateway retail location to a more appropriate fringe location. It will

relocate BETHS from a church to a non-religious setting, and make it more accessible to those uncomfortable with churches.

Enhance the accessibility of community facilities by encouraging joint-use and creative programming.

This project will create a common facility location for three currently independent agencies who serve low income individuals and families in our community.

Work cooperatively with ... non-profit corporations in offering support services and improving housing for the poor, disadvantaged and low income earners.

All three agencies are mandated to provide support services or affordable housing for poor, disadvantaged and low income families and individuals.

How this plan addresses the Community First Agreement

The City will develop partnerships with grass roots organizations to develop and implement its business retention and attraction strategy.

MAAP is made up of three grass roots organizations, which are looking to create a new business in the vicinity of the downtown core, and will improve the aesthetics of an existing structure.

Emergency and Supportive Housing: Municipal Commitment: The City will undertake initial research into supportive and emergency housing options and assist in identifying appropriate facilities as required.

MAAP is grateful to the city for assisting in identifying this property and facility.

The City will develop a strategy, in collaboration with community partners, to provide emergency shelter during extreme weather conditions. The City will continue to act in a proactive fashion in addressing the issues of homelessness in the community.

BETHS appreciates the proactive support from the City in addressing the issues of homelessness in the community

Specific Goals and Benefits of the lease to the Community

- Consolidation of three social services at one location adjacent to the downtown core
- Reduced long-term dependence upon grant-in-aid support from the City
- Relocation of Whispers of Hope from the existing highway corridor
- Streamlined administration between the City and the three agencies
- Continuation of the commitment to support emergency and supportive housing as outlined in the 2010 Community First Agreement
- Collaboration with major city businesses (Interfor and Roxul) to support a social need
- Diversion of used building materials and other products from the landfill to the ReStore
- Construction of additional affordable housing using the ReStore proceeds

2. Corporate Profile, Experience and Capability

Habitat for Humanity Boundary Society

HFHB is dedicated to provide homes for those whose income is insufficient for a conventional mortgage. It is an affiliate in "good standing" of Habitat for Humanity Canada. HFHB has exhibited flexibility and innovation in their building program and adapted to increasingly complex projects. The recent completion of a seven unit multiplex for single, adult, developmentally disabled men (\$893,000 budget) is a good example.

- HFHB **empowers** low-income families to break the cycle of poverty through affordable home ownership.
- HFHB **mobilizes** volunteers to build vibrant and successful communities and to establish new friendships and learn new skills.
- HFHB **improves** families' lives and the environment by building green.
**All of this occurs because of partnerships and the vital funding we receive from individuals, community groups, organizations and governments.*
- HFHB gives families a hand-up to home ownership, not a hand out.
- HFHB assists families whose rent might be more than 40 percent of their income, and provides them with an opportunity to live in a safe and healthy environment.
- Families must be able to pay a mortgage, having a stable income which is below Stats Canada Low Income Cut Offs, yet is adequate to make a minimum \$250 per month mortgage payment which does not exceed 25% of their monthly income.
- Families contribute 500 hours of sweat equity which allows them to take pride in a home that they helped to build.
- Families receive interest-free mortgages amortized at 25% of their income (30% including property taxes and insurance) which allows them to spend money on necessities like groceries and winter clothing for their children.

The Society was incorporated in 1996 and has built 14 housing units to date. In 2010 HFHB made a commitment to build all future homes to "Built Green Canada" standards. The 7 unit multiplex for adult, developmentally disabled men was the first green build, and achieved a Gold Level – Built Green, and an EnerGuide rating of 84.

The ReStore which is planned for operation in 2013/2014, will divert tonnes of used building materials from the landfill while providing a reliable steady revenue stream which will enable HFHB to achieve their goal of self-sufficiency in building an average of one home per year in the Boundary area.

HFHB currently has a part-time Executive Director and a part-time book-keeper. Our homes are built with volunteer labour.

HFHB has built more homes per capita than any other Canadian affiliate.

Board of Directors:

Ray Hanson – Chair,

Irene Friesen – Secretary

Eleanore Martens – Family Services

Donna Caruso – Special Needs

Harold Kopan – Construction

Margaret Steele – Vice Chair

Cheryl Beatty – Treasurer

Chris Moslin – Social Media

Monica Coleshill – Nominations

Staff: Rick Friesen – Executive Director

Michael Wirlschagin – City Council Liaison

Whispers of Hope Benevolent Association

Whispers has been registered under the BC Societies Act since 2005. The society attained Charitable Status in 2006. Whispers' operates under a Board of Directors. For ten years prior to registration with BC Societies, it was run strictly by volunteers and was known in the community as 'Hands of Mercy' and later as 'Community Hands of Mercy'.

Our mission is to provide a welcoming place where people can stop in for a cup of coffee, soup and sandwich or even a hot meal in a place where all belong in the community. Whispers welcomes all people, regardless of religion, race or life situation. Surplus bread and other food are also distributed where needed. Currently we serve lunch to upwards of 50 individuals daily, Monday through Friday. The space on Central Avenue is too small to accommodate the number of people we greet daily. The current location is unpopular with some community members as often the clientele smoking outside the premises are the first people tourists see as they enter Grand Forks from the east.

Whispers is welcoming and non-judgmental of all persons. There is no 'qualifying' to be welcomed. Open four hours daily, Whispers not only feeds and welcomes vulnerable individuals, but is an informal check point where staff and volunteers notice when someone has not been seen for several days or when regular guests seem to be experiencing extraordinary hardship.

Whispers has fostered positive relationships in the community with the RCMP, Public Health, Mental Health, the Phoenix Foundation, Grand Forks Credit Union, Community Food Bank, church based faith groups and countless caring citizens. Whispers operates primarily on gaming grants and community donations. There is a thrift shop in the back of the facility which offers clothing and kitchenware for minimal costs. The thrift store does not measure up to its full potential as it is not heated and does not have easy access for patrons. Occupancy costs are high for a facility that does not meet our current needs. A second significant expense is wages for a part time coordinator to manage the centre, a summer student and cleaning service.

Our vision for the future includes a kitchen adequate for preparing meals and offering cooking instruction to small groups. With enhanced physical space and access, we believe our thrift shop will produce significant income and eventually serve as a training opportunity for some individuals. We also envision, with more space, that we will be more family friendly so that individuals with children would feel comfortable stopping in for a meal. In recent years, as employment opportunities are limited in our area, we are seeing more youth accessing food and daytime shelter at Whispers. We see the hunger for belonging and companionship alongside the hunger for food alone.

Board of Directors:

Jake Raven – Chair
Louise Heck
Charles Hagen

Kim McLellan – Secretary/Treasurer
Wendy Gill
Michael Robb

Boundary Emergency and Transition Housing Society (BETHS)

BETHS is an independent not for profit society created in response to needs identified by the Public Safety Committee Grand Forks (2010). BETHS is a registered Charitable Organization. It currently operates an Extreme Weather Response (EWRS) Shelter in the Grand Forks Christian Centre from November 1st to March 31st and is dedicated to the homeless and those seeking to move out of homelessness.

BETHS believes that any individuals who are at risk and are in need of a safe environment are considered homeless. This includes any individual or family who is living in public spaces without legal claim (on the streets, abandoned buildings, in tent cities), a homeless shelter, a public facility or service (hospital, care facility, rehabilitation or treatment centre, correctional facility) and cannot return to a stable residence; or individuals or families who are financially, sexually, physically or emotionally exploited to maintain their shelter.

The purposes of the society are:

Phase 1: Create and operate an EWRS in Grand Forks prior to winter 2010. Refer to the "Extreme Weather Plan - Grand Forks". This provides short term, day by day shelter for homeless adults, and minors unaccompanied by a legal guardian and or parent, from November 1 until March 31 annually.

Phase 2: To transition the EWRS to a permanent, year round Emergency Shelter for adults, and minors unaccompanied by a legal guardian and or parent in the Boundary area, which will provide intermediate term (up to 30 days) shelter.

Phase 3: To develop and operate Transitional Housing which will provide a safe and decent place to live for those who wish to progress from homelessness. The Transitional Housing program will provide long term (6 months to 2 years) accommodation.

To achieve the aforementioned purposes, BETHS established the following goals;

- a. To establish or acquire by purchase, gift, transfer, lease or otherwise, and to maintain and operate on a non-profit basis, facilities for homeless individuals in the Boundary area.
- b. To carry on any activities related to homeless services, which in the opinion of the Board of Directors, may be justified by the facility, personnel, funds, or other requirement that are, or can be, made available.
- c. To cooperate with and where possible, other community services concerned with affordable, safe housing.
- d. To support and promote initiatives which increase capacity of individuals and groups to attain secure, appropriate and affordable housing.

Board of Directors:

Jim Harrison – Chair
Ray Hanson – Co-Secretary
Gene Robert – Staff Liaison
John Heavener

Elliot Teskey – Secretary
Rick Friesen – Treasurer
Judith Lloyd

MAAP Advisory Council Members:

Wendy McCulloch – Chair,
Louise Heck – Whispers, Jake Raven – Whispers,
Jim Harrison – BETHS, Judith Lloyd – BETHS, Elliot Teskey – BETHS (alternate),
Ray Hanson – HFHB, Rick Friesen – HFHB, Margaret Steele – HFHB (alternate)
Bob Morton – Architectural Consultant

MAAP's Memorandum of Understanding - *"A Bond between Equal Partners"*

To promote the development of a strong and effective working relationship between three organizations of equal status that are each regarded and treated as equals.

Key Points of the M.O.U.

- Understanding and Mutual Respect
- Joint Action and Collaboration
- Communication/Relationship Building
- Financial Stability

At this point, the following agreements have been reached in regard to the start-up phase of the project:

1. HFHB will take the lead role in developing the site, including building the foundation and floor space that will serve as the ground floor under the building donated by Roxul.
2. HFHB will make arrangements for this building to be re-located and positioned on top of the new ReStore structure.
3. The individual societies will be responsible for arranging necessary renovations of their floor space to accommodate their needs.

The Advisory Council will be responsible for managing the multi-agency accommodation. HFHB will be the key liaison point with the City and will be responsible for ongoing property management. Our primary concern at this time is in obtaining suitable, affordable space to provide our services to the community.

Current Partnerships in the MAAP venture include:

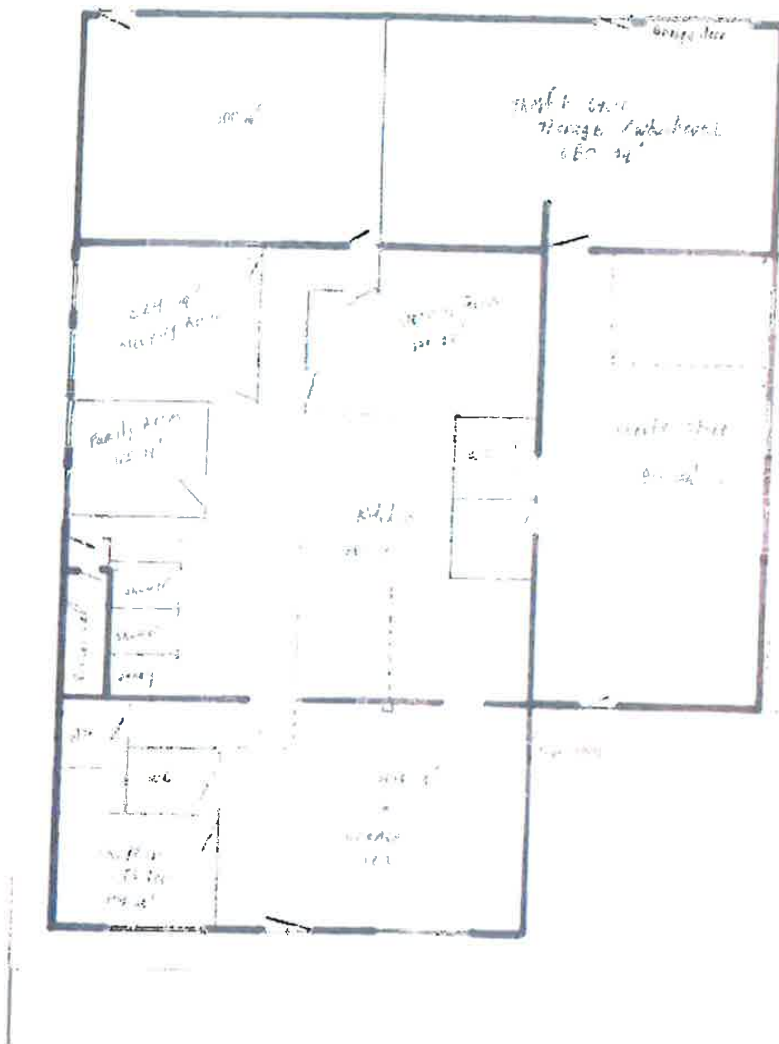
The City of Grand Forks
International Forest Products Limited
Roxul Inc.
Community Futures Boundary

Pending Partnerships:

The Phoenix Foundation
Ministry of Housing & Social Development

3. Provision of Services / Scope of Services

Our plan for utilization of the 7212 Riverside Drive will be to provide operating space for Whispers and BETHS. We will install a commercial kitchen, showers and interior walls to delineate sleeping areas. A significant portion (1300 sq. ft.) of the facility will be shared by the two agencies, including washrooms, common area, kitchen and laundry. There will be separate sleeping areas for males, females and families.



HFHB proposes to construct a ReStore to the south of 7212 Riverside Drive, partially on Parcel A and partially on the adjacent, unused portion of 72nd Avenue. This will require the City to approve a road closure and combine the area into a single lot. The building donated by Roxul would be situated on top of the ReStore, and will providing office space for HFHB, a meeting room to be shared by all three agencies, and up to three transition housing units. The proposal will tie the existing 7212 Riverside facility into the ReStore facility with a new façade and roofline. Parking for all users will be in the rear. Drought resistant shrubs and trees may be placed in front of 7212 Riverside Drive to make the entrance more welcoming.

The ReStore will utilize Insulated concrete forms for all exterior walls, have in-slab radiant heating, energy efficient windows, other "Green" aspects and be fully wheelchair accessible. Positioning of the ReStore will require a diagonal back wall to maintain a 30 meter distance from the Granby River. The exterior finish will be attractive, low maintenance and consistent with or complementary to adjacent structures. The ReStore will be situated in such a way that public access to the river along the walking path will be maintained.

Construction will be done by HFHB, and quality of work will be no less than that evident in the Multiplex at 833-72nd Avenue. We have requested a partnership with the Ministry of Housing and Social Development for this project, and are anticipating 4 workers for 32 weeks under the Job Creation Partnership program.

HFHB assumes that the new ReStore construction and the donated building will remain the property of HFHB, and that a property lease arrangement will be made between the City and MAAP that Incorporates 7212 Riverside Drive and the land created by the road closure.

Resources and Personnel MAAP will provide to the facility;

Each of the three agencies provides their own resources and personnel. Resources (revenue sources) are described in the following financial statements.

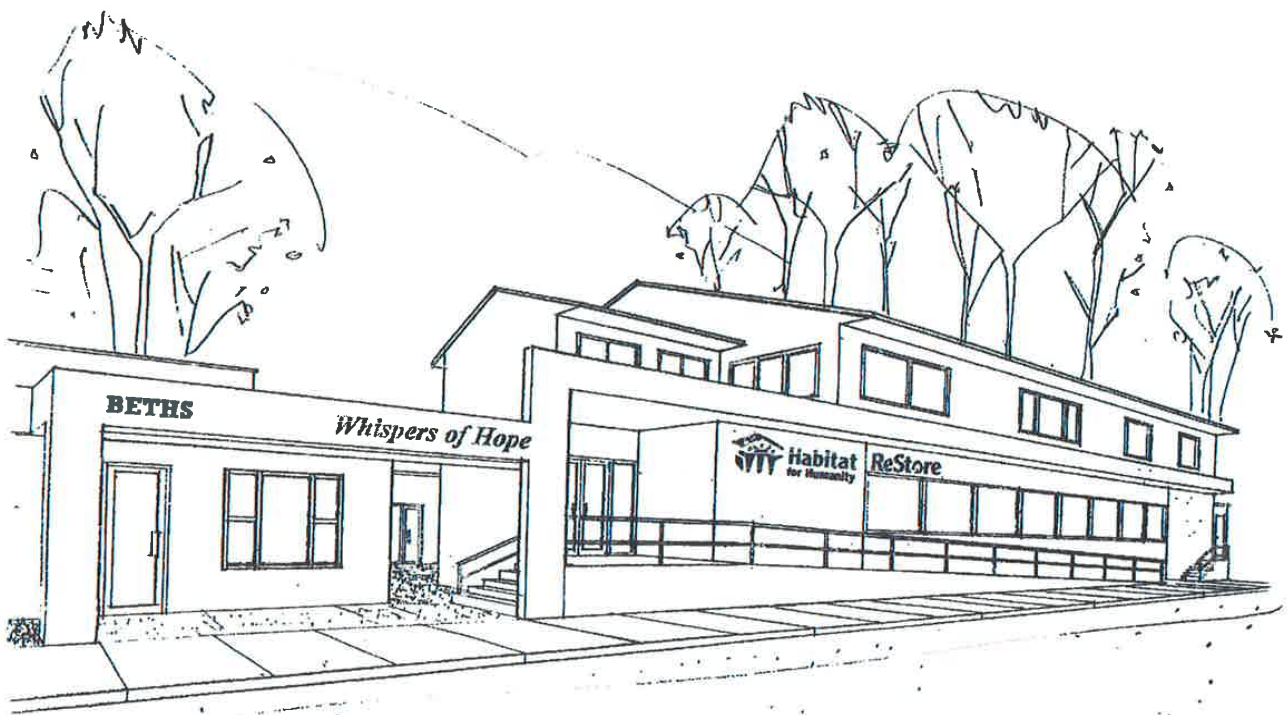
BETHS	Seasonal Shelter Coordinator, Assistant Coordinator, staff and volunteers
Whispers	Full time Manager and volunteers
HFHB	Part-time Executive Director, Construction Coordinator, Full-time ReStore Manager, and a host of volunteers

Marketing Strategies

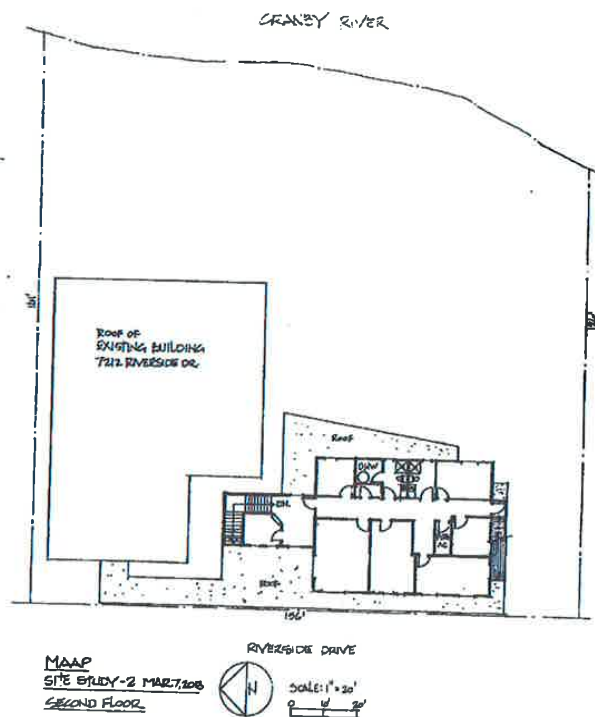
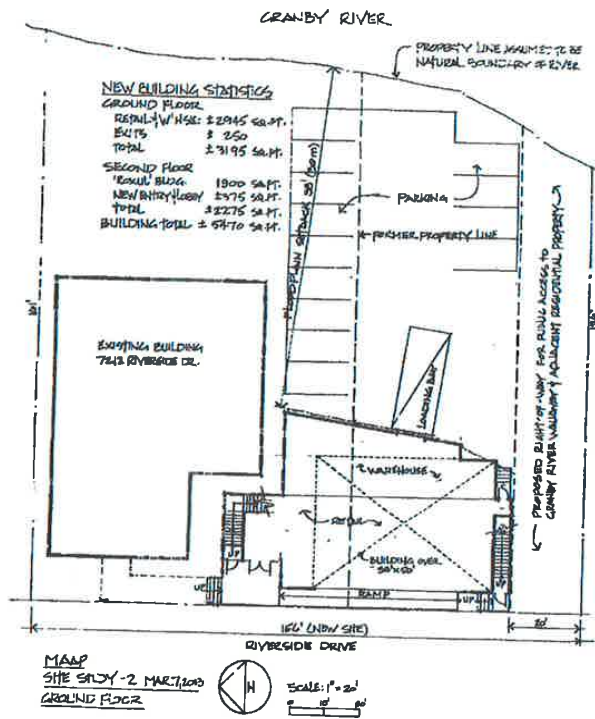
BETHS and Whispers assume that the current funding sources which enable them to operate will continue. As neither of these will have rental payments under the new agreement, they should be in a position to expand their services beyond current activities.

HFHB will continue to fund-raise, but will have the new revenue stream from the ReStore to cover their administrative costs.

MAAP has begun soliciting grants and funding for the start-up costs associated with this project.



MAAP SITE STUDY-2 MAR.7,2013 VIEW FROM RIVERSIDE DRIVE



4. Tenant Fit-Up

Quality management during construction and fit-up;

HFHB will be responsible for ensuring that all construction and fit-up work is supervised and meets or exceeds local building codes. HFHB will provide on-site mandatory safety training for all volunteers and paid workers, and carry appropriate insurance, as outlined in Section 2.4 of the RFP.

We plan to commence work on the project by June 2013 and complete all exterior work prior to December 31, 2013. This proposed work plan assumes that MAAP is awarded the lease for 7212 Riverside Drive in early April 2013, and that the City agrees to close the end of 72nd Avenue.

April 2013	Preparation of plans for ReStore (Blue-Green Architecture) Application for Building Permits Commence interior structural renovations to 7212 Riverside Drive
May 2013	Excavation and construction of ReStore foundation Installation of sub-slab plumbing and electrical for ReStore 7212 – Plumbing for new showers and laundry, continue structural renovations
June 2013	Install radiant heating tubing and pour slab for ReStore Relocate donated building to site and situate on temporary pony-walls Construction of ICF walls for ReStore 7212 – Electrical / plumbing and start on drywall
July 2013	Elevate donated building, install supports and beams and set in final location. 7212 – Complete drywall, install commercial kitchen
August 2013	ReStore – install windows and doors, construct stair ways to upper level and construct deck/roof 7212 – Repair or replace existing heating system. Finish work and painting
Sept. 2013	ReStore – achieve lock-up by the end of September. Exterior finish. Commence interior plumbing work. Complete roofing. 7212 – Obtain occupancy permit Landscaping
Oct. 2013	ReStore – complete all exterior work Donated building – Commence renovations
Nov. 2013	7212 – BETHS opens Extreme Weather Shelter. Whispers opens for business. ReStore – Commence interior finish work. Donated building – Continue renovations
Dec. 2013	ReStore – Complete construction and obtain occupancy permit for new building

Grand Opening
MAAP Business Operating Plan

Estimated Start-up Costs

Renovations to 7212	\$ 69,575
ReStore – new construction	\$ 115,745
Roxul building (relocation)	\$ 25,725
Repairs and renovations	\$ 9,035
Permits and fees	\$ 5,000
Legal fees	\$ 2,800
Total	\$ 227,890

Anticipated Revenue to Cover Start-up Costs

Source	Amount
Interfor (Vancouver)	20,000
BETHS building fund	10,000
HFHB building fund	20,000
Phoenix Foundation (pending)	15,000
City of Greenwood	3,000
Village of Midway	3,000
Regional Districts (C, D & E)	9,000
Faith Community	10,000
Sub-total	\$90,000
Other Possible Sources	
Foundation Grants	90,000
Corporate Grants	40,000
Government Grants	10,000
In-kind Donations	
Interfor (Grand Forks)	lumber
Roxul	batt insulation
Roxul	Roxul building
City of Grand Forks	DCC charges
City of Grand Forks	Sewer & Water
	hook-up
Total Revenue targeted	230,000

Anticipated Annual Operating Costs

Utilities – Gas & Electricity	\$20,000
Garbage disposal	\$ 3,000
Annual Maintenance	\$ 2,000
Total Annual Operating Cost	\$25,000

Boundary Emergency and Transition Housing Society
STATEMENT OF REVENUES AND EXPENDITURES
For the Year Ended March 31, 2012

	Actual 2011	Actual 2012	Budget 2013
Revenues			
Private Donations	\$ 1,845.00	\$ 4,816.48	\$ 6,500.00
BC Housing		68,038.16	70,000.00
Grant-In-Aid - City of G.F.	13,500.00	-	15,000.00
Area C		2,500.00	3,000.00
Area D		2,000.00	3,000.00
Area E		-	3,000.00
City of Greenwood		-	3,000.00
Village of Midway		-	3,000.00
G.I.C.'s Interest		55.21	
Memberships		14.00	15.00
Totals	\$ 15,345.00	\$ 77,424.85	\$ 106,515.00
Expenditures			
General Administration			
Startup Costs	\$ 112.36	\$ -	\$ -
Advertising	144.06	50.00	50.00
Legal	131.58	175.00	25.00
Bank Charges & Fees	154.29	84.92	100.00
Postage	-	28.28	50.00
Office Supplies - Note 3	73.36	416.91	200.00
Admin Costs-Meetings	350.13	347.40	350.00
Totals	965.78	1,102.51	775.00
Operating			
Shelter Supplies	\$ 266.59	\$ 31.08	\$ 50.00
Criminal Record Checks	100.00	400.00	400.00
Food	230.57	869.69	1,000.00
Cellphones	-	635.37	700.00
Vehicle Reimbursement	479.96	558.05	400.00
Capital Purchases - note 3	-	1,936.57	1,500.00
Building & Maintenance	341.61	-	-
Appreciation- Staff & Volunteers	-	174.92	150.00
Laundry	-	413.52	800.00
Wages & Benefits	-	61,920.34	65,000.00
WCB	-	371.28	1,007.00
Donation	1,066.08	3,200.00	5,950.00
Insurance	2,025.00	2,025.00	2,025.00
Total	4,509.81	72,535.82	78,982.00
Totals	5,475.59	73,638.33	79,757.00
PERMANENT SHELTER			
BUILDING FUND Note 5	\$ 9,869.41	\$ 3,786.52	\$ 26,758.00

The accompanying notes are an integral part of these financial statements

Habitat for Humanity Boundary Society

REVENUE

	2012	2011	2010	2009
Sale of Properties	\$ 48,600	\$ 123,051	\$ -	\$ -
Income from Mortgages	\$ 33,180	\$ 36,060	\$ 24,335	\$ 25,074
BC Housing	\$ 242,016	\$ -	\$ -	\$ 50,000
Funds from HFH Canada	\$ 6,380	\$ 596	\$ 14,509	\$ 13,351
Donations	\$ 54,000	\$ 8,220	\$ 25,367	\$ 17,273
Donations designated for multiplex	\$ 62,000	\$ -	\$ -	\$ -
Fundraising activities	\$ 20,000	\$ 2,666	\$ 1,643	\$ 1,858
Rental Income	\$ 7,250	\$ 5,050	\$ -	\$ -
Interest Income	\$ 200	\$ 136	\$ 3	\$ 91
Memberships	\$ 90	\$ 90	\$ 75	\$ 75
Amortization of Imputed mort. Interest	\$ -	\$ 14,966	\$ 5,485	\$ 10,078
	\$ 425,116	\$ 116,384	\$ 194,468	\$ 117,800

COST OF CONSTRUCTED PROPERTIES

Construction Costs	\$ 200,000	\$ 54,104	\$ 9,847	\$ 4,000
Development Cost Charges	\$ 36,000	\$ -	\$ -	\$ -
Builders risk Insurance	\$ 1,000	\$ 952	\$ -	\$ -
Strata cost	\$ 4,500	\$ 1,200	\$ -	\$ -
Legal fees	\$ 4,200	\$ 346	\$ 1,888	\$ -
GST / HST payable on multiplex	\$ 49,324	\$ -	\$ -	\$ -
Property taxes	\$ 2,000	\$ 1,572	\$ 8,780	\$ -
Sub trades	\$ 10,000	\$ -	\$ 740	\$ -
Tools and equipment rentals	\$ 4,000	\$ -	\$ 102	\$ -
Utilities	\$ 3,000	\$ 2,278	\$ 907	\$ -
	\$ 314,024	\$ 60,452	\$ 22,264	\$ 4,000

EXPENDITURES

Professional fees	\$ 3,000	\$ 2,638	\$ 2,563	\$ 2,563
Advertising and promotion	\$ 2,000	\$ 557	\$ 1,298	\$ 151
Depreciation	\$ 851	\$ 851	\$ 851	\$ 851
Auto expense (reimbursement)	\$ 2,500	\$ -	\$ -	\$ 156
Insurance (director's)	\$ 1,214	\$ 1,214	\$ 2,621	\$ 871
Bank charges and safe deposit box	\$ 200	\$ 955	\$ 363	\$ 177
Cost of fund raising	\$ 2,000	\$ 2,821	\$ -	\$ -
HFHC Membership and fees	\$ 5,000	\$ 3,525	\$ 2,525	\$ 2,540
Office	\$ 1,000	\$ 610	\$ 527	\$ -
Rent	\$ -	\$ -	\$ 25	\$ -
Salaries and benefits	\$ 35,000	\$ 29,748	\$ 7,964	\$ 18,609
National AGM and Conference	\$ 4,000	\$ 1,948	\$ 349	\$ 1,998
	\$ 56,765	\$ 44,867	\$ 19,086	\$ 27,916

Excess revenue over expenditures	\$ 54,327	\$ 11,065	\$ 153,118	\$ 85,884
----------------------------------	-----------	-----------	------------	-----------

Full 2012 Financial Statements for HFH Boundary are available on request after our AGM March 14, 2013.

**Whispers of Hope Benevolence Association
2010 and 2011 Financial Synopses**

Item	2010	2011
INCOME		
Direct Access Grant	20,000.00	25,000.00
Phoenix Foundation	600.00	900.00
Thrift Store	7,600.30	5,711.56
City of Grand Forks	200.00	1,000.00
Service Canada	2,452.00	2,261.00
Donations/Fundraising	13,751.26	12,594.93
GST/HST		1,705.21
GFDSCU		3,500.00
Community Hands		24.57
Dividend		1.26
Total Income	\$44,603.56	\$52,698.53
EXPENSES		
Rent	9,675.00	9,900.00
Cell Phone/Internet	753.57	1,065.61
Electric	2,839.24	
Teresan Gas	350.66	4,508.15
Food	851.22	991.83
Wages/Benefits	25,372.69	26,613.83
Liability Insurance	549.13	
Traller Insurance	64.00	
Container Rental	1,974.00	
Dishwasher Purchase	671.99	
Office	231.19	180.34
Miscellaneous	521.21	7,796.22
Service Charges	173.25	226.26
Total Expenses	\$44,027.15	\$51,242.24

5. Reference Letters

Three professional references including a previous/current landlord, vendor or utility

Interior Health

Land lord (Whispers)

Grand Forks Christian Centre (BETHS)

Letter of reference from a lending institution specific to Habitat for Humanity Boundary

Grand Forks District Savings Credit Union



Interior Health

November 20, 2012

Mayor Brian Taylor
City of Grand Forks
PO Box 220
Grand Forks, BC
V0H 1H0

Dear Mayor and Council:

It has come to my attention that representatives from three community agencies (Boundary Emergency and Transition Housing Society, Whispers of Hope and Habitat for Humanity Boundary Society) have expressed an interest to regroup under an organization to be called the Multi Agency Accommodation Project (MAAP) with the goal of capitalizing on the efficiencies and effectiveness of operating their services and fund-raising activities that serve our homeless and marginalized citizens out of one location.

I currently work in an integrated service delivery model and can attest to how the savings from reduced operating costs can be turned back into service delivery. In addition, the people served experience 'one-stop' shopping for what they need with reduced access to barriers and a higher overall quality of service.

In addition, by locating together, these not for profit agencies will be able to run businesses, the income from which will support their charitable causes thus, over time reducing the burden on the community and funders to support their good works.

Tied in with this co-location is the goal of BETHS directors to raise enough funds to run a 24/7/365 shelter, which is greatly needed in our community, particularly for men and increasingly so for families and for youth.

In my opinion the MAAP advisory committee is visionary with this project proposal. I hope that the City will look with favor on this project and be able to assist them to find a permanent location adjacent to the downtown core.

Sincerely,

Linda Manzoni, BScN, RN
Public Health Nurse

Cc: BETHS (Elliot Teskey), Whispers (Thorne Robb) and Habitat for Humanity (Rick Friesen)

Bus: (250) 443-3150
Fax: (250) 443-3180
Email: linda.manzoni@interiorhealth.ca
Direct Line: (250) 443-3160
Web: interiorhealth.ca

KOOTENAY HEALTH SERVICES AREA
PUBLIC HEALTH NURSING
Box 2617
1200 Central Ave., Glenville Centre
Grand Forks, BC V0H 1H0

Falesa Enterprises Corp
Box 2487
Grand Forks, BC
VOH 1H0

March 5, 2013

Re: Reference for Whispers of Hope Benevolent Society as Tenants

To Whom It May Concern,

The Whispers of Hope Benevolent Society has been a commercial tenant of Falesa Enterprise since September of 2006.

The Whispers of Hope Benevolent Society has paid rent and utilities on time for more than six years and has been a responsible and proactive tenant.

We would not hesitate to continue our tenancy agreement with The Whispers of Hope Benevolent Society in the future.

Sincerely,



Rose Hinter
President/Director
Falesa Enterprises Corp



Grand Forks Christian Centre

P.O. Box 2287, Grand Forks, B.C. V0H 1H0
Telephone: (604) 442-5815

March 09, 2013

To whom it may concern:

It is my pleasure to write this recommendation letter for Boundary Emergency and Transition Housing Society (BETHS).

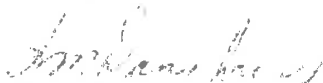
We have been working with this organization for the last 3 years by providing our facility as an extreme weather beds' shelter for people in need. It has been a great opportunity to join together to meet some of the needs of our community.

With confidence we can say we've enjoyed the relationship with the BETHS' volunteers, workers and Directors. They have been very easy to communicate with and were always quick to solve any problems that arose.

We were impressed with the way they cared for both the guests and our facility.

I believe that BETHS is an asset to our community and would be reliable tenants.

Sincerely,


Pastor Larry Danthauer

GO YE INTO ALL THE WORLD



Grand Forks District Savings Credit Union

March 7, 2013

To Whom It May Concern:

Re: Habitat for Humanity Boundary Society

We have been asked by Habitat for Humanity to provide certain information. In this regard we wish to advise that Habitat for Humanity Boundary Society has been our valued member since 2000 and has met all obligations to us in an A-1 manner. They have maintained credit balances with us in the mid 5 figure range for many years and there have been no problems of any nature with the accounts.

In our opinion, they are undoubted and, should they every need to acquire any credit facilities from us we would not hesitate to assist. We have had an excellent relationship with them for more than 13 years and fully expect this to continue into the future.

In conclusion, all of our dealings with Habitat for Humanity Boundary Society have been above average and we would not hesitate to give our financial recommendation to them.

We trust that this information will be useful to you. Should you require any further information (with the permission of the Society) please do not hesitate to contact me directly.

Yours truly,

Les Orme
Commercial Account Manager

117 1/2 WEST AVENUE, P.O. BOX 47550 Grand Forks, ND 58201-1170
TELEPHONE (701) 442-5511 • TOLL FREE 1-866-442-5511 • FAX (701) 442-5544 • MEMBER LINE (701) 442-5736 • TOLL FREE 1-877-442-0510

6. Financial and Contract Terms

MAAP is a consolidated mix of Not-for-Profit Service Agencies and Not-for Profit Social Enterprise. All revenues realized by the Social Enterprise component of this venture will remain in the community, enabling BETHS, Whispers HFHB to continue meeting the needs of the financially disadvantaged.

MAAP will invest nearly \$70,000 in leasehold improvements, and an additional \$160,000 in the creation of the HFH ReStore, administrative offices and transitional housing units. Under this proposed joint tenancy proposal, Whispers will no longer have annual rental payments of \$9,900 for facility nor \$1,974 for storage. Beths will no longer have annual rent of \$5,950 for the Christian Centre. These savings total \$17,824 annually. New annual operating expense is anticipated to be \$25,000, and includes HFHB who has not had previous rent or lease payments. HFHB anticipates annual ReStore profits of \$50,000, and Whispers projects annual Thrift Store profits of \$10,000 for a total annual revenue of \$60,000.

In light of the above, MAAP proposes a minimal base rent of \$1.00 per year. In addition, 5% of net profits generated from the social enterprise components of this proposal would be paid to the City of Grand Forks. To ensure that MAAP gets a solid footing, we request that the City waive the percentage of profit until the second full year of operation.

MAAP requests a lease with an initial 10 year term and the option to renew in 10 year increments.

Upon acceptance of this proposal, Habitat for Humanity Boundary will make the following requests of the City of Grand Forks;

1. Closure of the end of 72nd Avenue, which is adjacent to 7212 Riverside Drive.
2. Consolidation of the closed road with the existing Lot A.
3. Relocation or removal of the power pole currently situated in the middle of that portion of 72nd Ave proposed for closure.
4. Removal of the concrete slab situated within the portion of 72nd Ave proposed for closure.
5. Waiver of any Development Cost Charges related to the renovation of 7212 Riverside Drive and the construction of the HFHB ReStore.
6. Grant in Aid to cover cost of sewer and water hookups. In exchange, MAAP will withdraw their existing Grant In Aid application of \$15,000.

Development for which charges may be waived or reduced

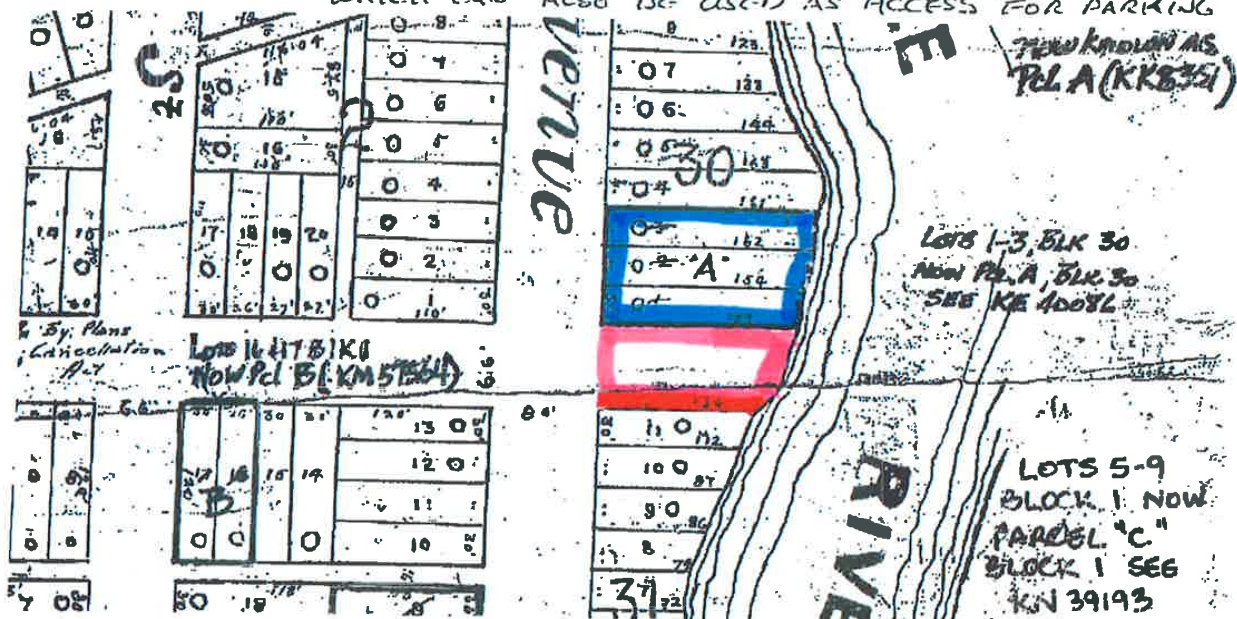
933.1 (1) In this section, "eligible development" means development that is eligible in accordance with an applicable bylaw or regulation under this section as being for one or more of the following categories:

- (a) not-for-profit rental housing, including supportive living housing; (Transition Housing Units & Shelter)
 - (d) a development that is designed to result in a low environmental impact. (HFHB ReStore)
- (2) Subject to a bylaw under subsection (3) and an applicable regulation under subsection (4), a local government may waive or reduce a charge under section 933 [development cost charges generally] for an eligible development.

7212 RIVERSIDE DRIVE PROPERTY

72ND PROPOSED CLOSURE.

REQUIRED 6 METER ACCESS TO THE RIVER.
WHICH CAN ALSO BE USED AS ACCESS FOR PARKING



CARRIED.

MOTION: KENDEL / WIRISCHAGIN

RESOLVED THAT COUNCIL APPROVE OF STAFF AMENDING THE 2013 CAPITAL FINANCIAL PLAN AT YEAR END, TO INCLUDE ADDITIONAL COSTS RELATED TO THE SIGN.

CARRIED.

12(e) Staff Request for Decision – Lease Proposal of 7212 Riverside Drive

As a result of a Request for Proposal for 7212 Riverside Drive, the City received one proposal from the Habitat for Humanity Boundary Society, Whispers of Hope Benevolence Association and Boundary Emergency and Transition House Society.

Councillor Kendel advised that he would like to see the terms and conditions of Lease before he considers approval of this proposed lease. The Chief Administrative Officer advised that the agreement will be scrutinized by the City's lawyer.

MOTION: O'DOHERTY / SMITH

RESOLVED THAT COUNCIL DIRECTS STAFF TO PROCEED WITH THE PROPOSED LEASE PROVIDED THE TERMS IN THE SUMMARY ARE AGREED TO BY COUNCIL AND FURTHER THAT STAFF IS REQUESTED TO COMPLETED THE ROAD CLOSURE OF 72ND AVENUE.

CARRIED.

Councillor Kendel voted against the motion

12(f) Staff Request for Decision – Lease Proposal of 7850-2nd St – Wildlife Hall

As a result of a Request for Proposal for the Wildlife Hall, the City received a proposal from the Grand Forks Baptist Church. The Chief Administrative Officer advised that the property will need to go through the re-zoning process.

MOTION: O'DOHERTY / SMITH

RESOLVED THAT COUNCIL DIRECTS STAFF TO PROCEED WITH THE PROPOSED LEASE OF THE WILDLIFE HALL TO THE GRAND FORKS BAPTIST CHURCH AS PRESENTED.

CARRIED.

QUESTIONS FROM THE PUBLIC:

Roy Ronaghan – He thanked Council for choosing a simple entrance sign design.

May 6th COTW Resos

(11)

MAY 6th COMMITTEE OF THE WHOLE, 2013 (cont'd)

MOTION: O'DOHERTY

RESOLVED THAT THE COMMITTEE OF THE WHOLE RECOMMENDS TO COUNCIL TO TAKE ALL SIGN OPTIONS TO THE MAY 6TH REGULAR MEETING FOR DECISION.

CARRIED.

MOTION: O'DOHERTY

RESOLVED THAT THE COMMITTEE OF THE WHOLE RECOMMENDS TO COUNCIL TO APPROVE THE NEW CAMPGROUND PROCEDURE POLICY AND THAT THIS WILL BE REFERRED TO THE MAY 21ST REGULAR MEETING, FOR CONSIDERATION.

CARRIED.

MOTION: O'DOHERTY

RESOLVED THAT THE COMMITTEE OF THE WHOLE RECOMMENDS TO COUNCIL TO DIRECT STAFF TO REFER TO THE MAY 6TH REGULAR MEETING AND TO PROCEED WITH THE PROPOSED LEASE AND ROAD CLOSURE WITH HABITAT FOR HUMANITY BOUNDARY SOCIETY, WHISPERS OF HOPE BENEVOLENCE ASSOCIATION, BOUNDARY EMERGENCY AND TRANSITION HOUSING SOCIETY, FOR 7212 RIVERSIDE DRIVE, PROVIDED THE TERMS IN THE SUMMARY ARE AGREED TO BY COUNCIL.

CARRIED.

MOTION: O'DOHERTY

RESOLVED THAT THE COMMITTEE OF THE WHOLE RECOMMENDS TO COUNCIL TO DIRECT STAFF TO REFER TO THE MAY 6TH REGULAR MEETING AND RECOMMENDS TO PROCEED WITH THE PROPOSED LEASE WITH THE GRAND FORKS BAPTIST CHURCH FOR THE WILDLIFE HALL, PROVIDED THE TERMS IN THE SUMMARY ARE AGREED TO BY COUNCIL.

CARRIED.

MOTION: SMITH

RESOLVED THAT THE COMMITTEE OF THE WHOLE RECOMMENDS TO COUNCIL TO GIVE THE FIRST THREE READINGS TO BYLAW NO. 1951, WHICH WILL BE PRESENTED FOR COUNCIL DECISION AT MAY 6TH REGULAR MEETING.

CARRIED.

MOTION: SMITH

RESOLVED THAT THE COMMITTEE OF THE WHOLE RECOMMENDS TO COUNCIL TO GIVE THE FIRST THREE READINGS TO BYLAW NO. 1952 - A BYLAW TO AMEND THE CITY OF GRAND FORKS SEWER REGULATIONS AND RATES BYLAW NO. 1500, WHICH WILL BE PRESENTED FOR COUNCIL DECISION AT THE MAY 21ST REGULAR MEETING.

CARRIED.

MAY 6th REGULAR, 2013 (cont'd)

MOTION: KROG /KENDEL

RESOLVED THAT COUNCIL CHOOSES THE NATIONAL SIGNCORP OPTION, AS PER THE CITY'S REQUEST FOR PROPOSAL PROCESS, WITH REGARD TO A SIGN DESIGN FOR THE EAST AND WEST ENTRANCES TO THE CITY AND FURTHER RECOMMENDS TO STAFF TO AWARD THE PROPOSAL TO THE CORRESPONDING PROPONENT.

CARRIED.

MOTION: KENDEL / WIRISCHAGIN

RESOLVED THAT COUNCIL APPROVE OF STAFF AMENDING THE 2013 CAPITAL FINANCIAL PLAN AT YEAR END, TO INCLUDE ADDITIONAL COSTS RELATED TO THE SIGN.

CARRIED.

MOTION: O'DOHERTY / SMITH

RESOLVED THAT COUNCIL DIRECTS STAFF TO PROCEED WITH THE PROPOSED LEASE, PROVIDED THE TERMS IN THE SUMMARY ARE AGREED TO BY COUNCIL AND FURTHER THAT STAFF IS REQUESTED TO COMPLETE THE ROAD CLOSURE OF 72ND AVENUE.

CARRIED.

Councillor Kendel voted against the motion

MOTION: O'DOHERTY / SMITH

RESOLVED THAT COUNCIL DIRECTS STAFF TO PROCEED WITH THE PROPOSED LEASE OF THE WILDLIFE HALL TO THE GRAND FORKS BAPTIST CHURCH, AS PRESENTED.

CARRIED.

MAY 10th SPECIAL, 2013

MOTION: O'DOHERTY / SMITH

RESOLVED THAT COUNCIL ACCEPT QUESTIONS FROM THE PUBLIC, WITH REGARD TO THE AUDIT.

CARRIED.

Request for Proposal (12)



CITY OF GRAND FORKS
REQUEST FOR PROPOSAL
FOR THE LEASE OF 7212 RIVERSIDE DRIVE

Date of Issue: February 21, 2013

City of Grand Forks Designated Contact Person:

Wayne Kopan, Manager of Environmental and Building Construction Services
City of Grand Forks
Box 220, 7217 4th Street
Grand Forks, BC
VOH 1H0
Phone: 250.442.4151
Fax: 250.442.8000
E-mail: wkopan@grandforks.ca

Background

The City owns numerous "properties in use" for operational purposes, parks, roads and community purposes. The City also owns properties that are being held for speculative (future considerations) purposes and surplus properties that may no longer be required by the City. Both properties in use and speculative properties are important community assets that can be used to achieve a variety of municipal objectives. Surplus properties can also be sold, leased or otherwise disposed of to create an important revenue source, yield new development, produce additional property tax revenues, facilitate creation of municipal assets and contribute to community development objectives.

The City staff administers all City real estate transactions and leases once approved by Council in the budgeting process or through a resolution. This work is administered through the Chief Administrative Officer and directed to the appropriate Manager. The City is in the process of developing a policy to guide the acquisition, disposition and leasing of City-owned land to maximize the financial returns and utilization of this resource to the benefit of the community.

Project Information

In order to enable Council to frame real estate decisions in the context of an overall real estate strategy, rather than as one-off considerations. Staff have identified seven (7) guiding principles for Council's consideration (these guiding principles will form part of the guideline criteria that the City will be using to evaluate this RFP):

1. City Policy Documents Considered First

At the highest level, the fundamental policy documents of the City will provide guidelines for the potential acquisition, disposition and leasing of City-owned lands. These documents include:

- The **Sustainable Community Plan**, which establishes long-range physical development goals and objectives and sets out municipal objectives on ensuring sustainability;
- The **Long-Term Financial Strategy**, which established long-range financial goals and objectives
- The **Five-Year Financial Plan**, which includes identification of capital expenditures and proposed revenue sources;
- The **Annual Report**, which sets out municipal objectives, establishes measures and reports on progress.
- The **Corporate Strategic Plan**, as adopted by Council in January of 2011, which outlines Council's initiatives
- The **Community First agreement**, which sets out municipal objectives in partnership with the Province of BC on strategically prioritizing Community and Economic development needs.

2. Open Process

The City, unless otherwise directed by Council, will publicly offer City-owned lands for sale or lease, through an Expression of Interest, Request for Proposal, or other public marketing efforts.

3. Revenue Generation and Job Creation

In order to maximize revenues and create more jobs, the City will:

- Sell or lease, whichever is most advantageous for the City, any lands that have been deemed surplus to the City's operational needs or have no broader community purpose.
- Lease any lands that are vacant but are being retained by the City for future operational needs.
- Not hold vacant, City-owned lands for unreasonable periods of time.

4. Speculation/Development

The City will not pursue land or develop its own lands on a speculative basis. The municipality's purpose under the *Community Charter* is to provide for "stewardship of the public assets of the community". The City also does not possess the financial depth and staff resources to speculate on acquisitions or development.

5. Acquisitions Through Rezoning

The City will attempt to secure private lands of interest first through rezoning applications.

6. Secondary Benefits to Disposing

The City will also consider disposing of City-owned lands to create secondary benefits such as (1) catalyst to new development (2) attract a key industry (3) securing beneficial community services or facilities.

7. Support Community Groups

The City will continue to support community organizations by providing land at a nominal fee where possible.

Interested proponents must submit proposals marked "Request for Proposal – Lease of 7212 Riverside Drive, Confidential – Do Not Open", will be received by 2:00 PM, local time on or before March 14, 2013, at:

City of Grand Forks,
Box 220, 7217 4th St.
Grand Forks, BC V0H 1H0
Attention: Diane Heinrich, Corporate Officer

All inquiries shall be directed to:

Attention: Wayne Kopan, Manager of Environmental and Building Construction Services,
City of Grand Forks
Box 220, 7217 4th St.
Grand Forks, BC
V0H 1H0
Phone: 250.442.4151
Fax: 250.442.8000
E-mail: wkopan@grandforks.ca

The City of Grand Forks reserves the right to accept or reject any and all proposals and to waive irregularities and informalities at its discretion. The City reserves the right to accept a proposal other than that with the highest evaluated score without stating reasons. By submitting a proposal, the proponent waives any right to contest, in any proceedings or action, the right of the City to accept or reject any proposal in its sole and unfettered discretion. Without limiting the generality of the foregoing, the City may consider any other factor besides capability to perform the work, in its sole and unfettered discretion.

This Request for Proposal does not commit the City to award a lease or pay any costs incurred in the preparation of a proposal, or attendance at an interview meeting with City staff.

Table of Contents

1.0	REQUEST FOR PROPOSAL (RFP).....	7
1.1	DEFINITIONS.....	7
1.2	ENQUIRIES.....	7
1.3	CLOSING DATE.....	7
1.3.1	FINAL DATE AND TIME FOR RECEIPT OF SUBMISSIONS.....	7
1.3.2	CONTACTS DURING THE RFP PROCESS.....	8
1.4	LATE SUBMISSIONS.....	8
1.5	NO OBLIGATION TO PROCEED.....	8
1.6	SUBSEQUENT INFORMATION.....	8
1.7	EXAMINATION AND INTERPRETATION OF DOCUMENTS.....	8
1.8	EVALUATION COMMITTEE.....	9
1.9	EVALUATION AND SELECTION.....	9
1.10	CERTIFICATION DOCUMENT.....	9
1.11	AUTHORIZED SIGNATOR.....	9
1.12	CHANGES TO PROPOSAL WORDING.....	9
1.13	PROPONENT EXPENSES.....	9
1.14	ACCEPTANCE OF PROPOSALS.....	9
1.15	DEFINITION OF LEASE AGREEMENT.....	9
1.16	MODIFICATION OF TERMS.....	9
1.17	OWNERSHIP OF PROPOSALS.....	10
1.18	CONFIDENTIALITY OF INFORMATION.....	10
1.19	PROPONENTS' MEETING.....	10
1.20	INTERVIEWS WITH PROPONENTS.....	10
2.0	INSTRUCTIONS TO PROPONENTS.....	10

2.1	PURPOSE.....	10
2.2	BUILDING INFORMATION	11
2.3	REQUIREMENTS.....	11
2.4	INDEMNITY/INSURANCE	12
2.5	DUE DILLIGENCE	13
3.0	EVALUATION CRITERIA.....	13
3.1	EVALUATION PROCESS	13
3.2	MANDATORY CRITERIA.....	13
3.3	DESIRABLE CRITERIA.....	13
4.0	PROPOSAL FORMAT	14
4.1	NUMBER OF COPIES	14
4.2	MAXIMUM PAGES	14
4.3	FORMAT AND SEQUENCE	14

APPENDICES:

SCHEDULE A: CERTIFICATION DOCUMENT

SCHEDULE B: PROPOSAL EVALUATION CRITERIA

SCHEDULE C-1: SITE PLAN

SCHEDULE C-2: FLOOR PLAN

SCHEDULE C-3: LEGAL PLAN

1.0 REQUEST FOR PROPOSAL (RFP)

1.1 DEFINITIONS

Throughout this Request for Proposal, terminology is used as follows:

- a) "Business" means the business activity, enterprise or service being proposed by the proponent to be conducted at the site, whether or not that business or service is conducted for profit;
- b) "Closing Date and Time" has the meaning set out in section 1.3.1 of this RFP;
- c) "City" means The Corporation of the City of Grand Forks;
- d) "Consultant" or "Consultants" mean those firms that the City has retained for professional technical consulting services relating to the design and construction of the project identified in this RFP;
- e) "Contract" means the written agreement resulting from this RFP executed by the City and the successful Proponent;
- f) "Lease" means a formal written lease agreement between the City and the successful proponent to undertake the business;
- g) "Must", "Mandatory", "Will" or "Required" means a requirement that must be met in order for a proposal to receive consideration;
- h) "Preferred Proponent" means the proponent selected by the City to enter into negotiations for a lease agreement;
- i) "Proposal" means a submission by a Proponent in response to this RFP;
- j) "RFP" or "Request for Proposals" means this request for proposals and includes all documents, specifications, drawings and addenda incorporated herein;
- k) "Should", "May" or "Desirable" means a requirement having a significant degree of importance to the objectives of the RFP;
- l) "Site" has the meaning as the property as stated in this RFP and as shown in Schedule C-1.

1.2 ENQUIRIES

All enquiries related to this RFP are to be directed, in writing, electronically, to the City of Grand Forks Designated Contact Person by **12:00 noon, local time, March 7, 2013**. Information obtained from any other source is not official and should not be relied upon. Enquiries and responses will be recorded and will be posted on BC BID and the City's website: www.city.grandforks.ca by 4:00 PM the next business day. Questions received after the inquiry deadline will not be answered.

1.3 CLOSING DATE

1.3.1 FINAL DATE AND TIME FOR RECEIPT OF SUBMISSIONS

Sealed submissions, clearly marked on the outside of the envelope with the words "**Request for Proposal – Lease of 7212 Riverside Drive, Confidential – Do not Open**", will be received BY, **2:00 PM, local time, March 14, 2013** to the attention of Diane Heinrich, Corporate Officer. Submissions will not be opened publicly.

Proposals will be binding for 90 days, unless otherwise specified, all formal proposals submitted shall be irrevocable for 90 calendar days following proposal opening date.

Submissions must not be submitted electronically by facsimile or email. Submissions and their envelopes should be clearly marked with the name and address of the Proponent and the program title.

1.3.2 CONTACTS DURING THE RFP PROCESS

The Designated Contact Person for the Corporation of the City of Grand Forks is the City's only representative authorized to communicate and otherwise deal with Proponents and all Proponents must communicate and otherwise deal with that person only. Contact with any other City representative, including Members of Council, officers or employees of the City regarding this RFP or a Proponent's submission may result in that proposal being removed from consideration for this and any future competitions.

In the case of a Proponent having a dispute with their submission being removed under this clause, a formal appeal letter must be presented to the Designated Contact Person within five working days of notice of removal, stating clearly the reason(s) that they feel that their submission should be reinstated. Under this process the Chief Administrative Officer, at his/her sole discretion, will make the final decision.

1.4 LATE SUBMISSIONS

Late submissions will not be accepted and will be returned, unopened, to the Proponent. No obligation to proceed.

1.5 NO OBLIGATION TO PROCEED

Although the City fully intends at this time to proceed through the RFP process, the City is under no obligation to complete the RFP process. The receipt by the City of any information (including any submissions, ideas, plans, drawings, models or other materials communicated or exhibited by any intended Proponent, or on its behalf) shall not impose any obligations on the City.

1.6 SUBSEQUENT INFORMATION

Proponents are advised that all subsequent information regarding this RFP including any addendum will be posted on BC BID and the City's website: www.city.grandforks.bc.ca. Notification will not automatically be sent to Proponents. It is the Proponent's sole responsibility to ensure all notifications, addenda and additional information is obtained. All addenda must be acknowledged in your submission on the Certification Document.

1.7 EXAMINATION AND INTERPRETATION OF DOCUMENTS

Each Proponent shall review all RFP documents and shall promptly report and request clarification of any discrepancies, deficiencies, or errors. Any such request must be submitted at least 5 working days prior to the Closing Date. Where such requests result in a change in the RFP, the City will prepare and issue an addendum to the RFP.

Request for clarification shall only be by written request, either couriered, hand delivered, email or faxed to the City's designated contact. All requests must be submitted in accordance with clause 1.2 herein.

1.8 EVALUATION COMMITTEE

Evaluation of proposals will be by a committee formed by the City.

1.9 EVALUATION AND SELECTION

The evaluation committee will check Proposals against the mandatory criteria. Proposals not meeting all mandatory criteria will be rejected without further consideration. Proposals that meet all the mandatory criteria will then be evaluated and scored against the desirable criteria. By responding to this RFP, Proponents will be deemed to have agreed that the decision of the evaluation team will be final and binding.

1.10 CERTIFICATION DOCUMENT

A completed Certification Document must be included with the Proposal. (See Schedule A).

1.11 AUTHORIZED SIGNATOR

The proposal must be signed by the person(s) authorized to sign on behalf of the Proponent and to bind the Proponent to statements made in the RFP.

1.12 CHANGES TO PROPOSAL WORDING

The Proponent shall not change the wording of its proposal after closing and no words or comments will be added to the Proposal unless requested by the City for purposes of clarification.

1.13 PROPONENT EXPENSES

Proponents are solely responsible for their own expenses in preparing a proposal and for any subsequent negotiations with the City. The City will not be liable to any Proponent for any claims, whether for costs or damages incurred by the Proponent in preparing the proposal, loss of anticipated profit in connection with any final Contract or any other matter whatsoever.

1.14 ACCEPTANCE OF PROPOSALS

This RFP is not an agreement to lease City owned property. The City is not bound to enter into an agreement with any Proponent. Proposals will be evaluated using the mandatory and desirable criteria provided herein. The City will be under no obligation to receive further information, whether written or oral, from any Proponent.

1.15 DEFINITION OF LEASE AGREEMENT

Notice in writing to a Proponent that it has been identified as a successful Proponent will not constitute a lease agreement. Only if a Proponent and the City enter into a subsequent full written agreement will a Proponent acquire any legal or equitable rights or privileges relative to the property.

1.16 MODIFICATION OF TERMS

The City reserves the right to modify the terms of this RFP at any time in its sole discretion. This includes the right to cancel this RFP at any time without entering into an Agreement.

1.17 OWNERSHIP OF PROPOSALS

All documents, including Proposals, submitted to the City become the property of the City. They will be received and held in confidence by the City and will be subject to the provisions of the Freedom of Information and Protection of Privacy Act. For additional information, please go to:

http://www.cio.gov.bc.ca/services/privacy/Public_Sector/Contracting/privacy_protection_schedule/default.asp

1.18 CONFIDENTIALITY OF INFORMATION

All Proponents and any other person who through this RFP process gains access to confidential financial information of the City's are required to keep strictly confidential all information which in any way reveals confidential business, financial or investment details, programs, strategies or plans, learned through this RFP or subsequent RFP process. This requirement will continue with respect to such information learned by the successful Proponent, in any, over the course of any Contract for service which arises out of this RFP process.

Information pertaining to the City obtained by the Proponent as a result of participation in this process is confidential and must not be disclosed without written authorization from the City.

1.19 PROPONENTS' MEETING

A non-mandatory Proponent's meeting is scheduled at 7212 Riverside Drive at 1:00 pm, Friday, March 1, 2013.

1.20 INTERVIEWS WITH PROPONENTS

The City reserves the right to interview any or all Proponents, subsequent to submission of all proposals.

2.0 INSTRUCTIONS TO PROPONENTS

2.1 PURPOSE

The City of Grand Forks proposes to lease 7212 Riverside Drive as shown on the Site Plan, attached as Schedule C-1, and which is legally described as:

Parcel A (KE40086), Block 30, DL 108, SDYD, Plan 23

This RFP is directed to individuals and/or enterprises that are or who seek to be involved in local small to medium-sized businesses or non-profit organizations that require additional space to grow their operations. The City recognizes that local home based businesses, small business owners and non-profit organizations cannot afford the price of serviced commercial and light industrial lands. This RFP is intended to gather together a list of qualified local businesses or organizations interested in leasing space and growing their operations in the City. Preference will be given to those having a "green" or carbon imprint reducing component.

The City of Grand Forks reserves the right to accept or reject any and all proposals and to waive irregularities and informalities at its discretion. The City reserves the right to accept a proposal other than that with the highest evaluated score without stating reasons. By submitting a proposal, the proponent waives any right to contest, in any proceedings or action, the right of the City to accept or reject any proposal in its sole and unfettered discretion. Without limiting the generality of the foregoing, the City may consider any other factor besides capability to perform the work, in its sole and unfettered discretion.

THIS IS NOT A TENDER. Under the *Community Charter*, the City must not provide assistance to business.

This Request for Proposal does not commit the City to award a lease or pay any costs incurred in the preparation of a proposal, or attendance at an interview meeting with City staff.

2.2 BUILDING INFORMATION

The available facility is a one story building and is 4400 square feet. The building consists of three parts: the original concrete block wall constructed building with a flat roof, east lean to with wood frame walls installed between metal uprights supporting the roof beam and metal sheet siding with a low sloping roof and the south lean to structure with wood frame walls installed between metal uprights supporting the roof beam and metal sheet siding with a low sloping roof. There are four washrooms, two are in the main building and two are in the office portion of the building. (See Schedule C-2) All information is not confirmed and is the responsibility of the Proponent to confirm. The building currently borders two streets: Riverside Drive and 72nd Ave. The lease site is 0.329 of an acre in total (See Schedule C-3) and is zoned CC – Commercial Core. Prior to final occupancy, any prospective proponent will be obligated to assure that the facility meets current building standards for safety and related building code requirements. The costs related to any upgrades to the building are to be borne solely by the proponent.

2.3 REQUIREMENTS

- The successful proponent will be required to construct, under the supervision of the Building Inspector, its own leasehold improvements at its sole cost and all work must be in accordance with the current BC Building Code requirements.
- The successful proponent will accept all areas in "as is" condition.
- The successful proponent will be responsible to ensure all leasehold improvements to the premises are to the BC Building Code standards including but not limited to mechanical, electrical, sprinkler, garbage collection and repair of damage to any existing walls, etc.
- The successful proponent is responsible for all leasehold improvements and all other costs to constructing the premises.
- The final leasehold improvement plans will be submitted by the successful Proponent to the City for approval 10 days prior to the commencement of construction and such approval is not to be unreasonably withheld.
- All plans are to be designed and/or prior approved by the City's Engineer/Architect at the successful Proponent's cost.

- A schedule of the City's work and the Proponent's work will be attached in the Lease agreement.
- The Proponent is required to provide a plan of space layout/design and outline the level of finish of the premises with an established dollar value of the proposed leasehold improvements.
- Any Proponent signage visible from the exterior of the leased premises is subject to the City's approval and if permitted, must conform with the City's standard and the Sustainable Community Plan and be preapproved in writing by the City.
- All plans are to be designed by a registered professional at the successful Proponent's cost and approved by the Building Inspector and the City.
- Any structural improvements will be owned by the City and upon Lease expiry, will be owned by the City at no cost to the City.
- The Proponent will be required to register a blanket registered covenant on the subject property to ensure that the needs of the City are protected.

2.4 INDEMNITY/INSURANCE

Any work to be completed at the property by the Proponent under this RFP will remain at the Proponent's risk; and the Proponent will replace, at the Proponent's expense, all property damaged or destroyed by any case whatsoever.

Furthermore, the Proponent shall indemnify the City, including their elected and appointed members, officers, employees or other party for whom the City is responsible, from all liabilities, fines, suits, claims, demands actions and costs of any kind and nature for which the Proponent, its officers, employees and agents shall or may become liable or suffer by reason of any breach, violation or non-performance by the Proponent of any covenant, term or provision hereof or by reason of any death or injury of any person or any damage or destruction of any property resulting from any act, neglect or default on the part of the Proponent or any of its servants, employees, agents, invitees or licensees whatsoever, and whether or not caused by any negligent act, error or omission of the City or their officers or employees.

The Proponent shall maintain throughout the course of this Lease and during any renewals thereof, as a minimum, commercial general liability insurance providing not less than Two Million Dollars (\$2,000,000) inclusive coverage and shall add the City as additional insured and provide whatever information the City may require on the insurance that is available. This policy shall be issued by an insurer licensed to do business in the province of British Columbia and reasonably acceptable to the City. This policy shall include, but not be limited to, bodily and personal injury, property damage, non-owned automobile liability, cross liability, blanket contractual liability, Tenant's Legal Liability for an amount equal to the replacement cost of the demised premises (\$500,000 minimum) and 30 days' notice of cancellation to the insured and the City.

The Proponent shall also maintain throughout the course of the Lease a Professional Malpractice policy covering the Proponent and all other licensed employees with limits of at least \$2,000,000 per

occurrence. This policy shall be issued by an Insurer licensed to do business in the province of British Columbia and reasonably acceptable to the City.

The City shall have the right, but not the obligation; to review either of the foregoing policies in any of its offices, but any such review by or on behalf of the City shall not mean that the terms of the Lease have been fulfilled.

Proponents who wish to enter the lands to conduct investigation will be required to execute a letter of indemnity that relieves the City of any liability.

2.5 DUE DILLIGENCE

Each Proponent must completely satisfy themselves as to the exact nature and existing conditions of the property. Failure to do so will not relieve the successful Proponent of their obligation to carry out the provisions of the Agreement of Lease resulting from this RFP.

Specific conditions will be negotiated with the successful Proponent and will be included in any agreement. Proponents should identify in their RFP submission any specific conditions they will be seeking and all proposals will be evaluated in respect to these items.

3.0 EVALUATION CRITERIA

3.1 EVALUATION PROCESS

Proposals will be checked against the mandatory criteria. Submissions not meeting all mandatory criteria will be rejected without further consideration. Submissions that do meet all the mandatory criteria will then be assessed and scored against the desirable criteria.

3.2 MANDATORY CRITERIA

The following are mandatory criteria. Proposals not clearly demonstrating that they meet all the mandatory criteria will receive no further consideration during the evaluation process.

Item	Mandatory Criteria
a)	Proposal must be received at the closing location by the specified closing date and time.
b)	Certification Document completed.
c)	The correct number of copies of the proposal must be submitted.

3.3 DESIRABLE CRITERIA

Proposals meeting the mandatory requirements will be further assessed against the proposal evaluation criteria as per the guiding principles, as outlined below, and as contained in Schedule B.

By responding to this RFP, Proponents will be deemed to have agreed that the decision of the evaluation team will be final and binding. It is the Proponent's responsibility to ensure that their submitted proposal addresses all evaluation criteria to receive full consideration.

4.0 PROPOSAL FORMAT

4.1 NUMBER OF COPIES

Five (5) bound copies of the Proposal must be submitted.

4.2 MAXIMUM PAGES

Proposals shall consist of a package of not more than 25 printed pages and using a minimum font size of 10. All pages are to be consecutively numbered.

4.3 FORMAT AND SEQUENCE

The following format and sequence must be followed in order to provide consistency in Proponent proposals and ensure each Proposal receives full consideration.

- Transmittal/Cover Letter (1 page)
- Table of Contents (1 page)
- Proponent's Certification Document: Signed by authorized company representative (1 page)
- Executive Summary (1 page)

The main body of the proposal must be organized under the following headings and not be more than 21 pages.

1. **Understanding of 7212 Riverside Drive**
 - A brief statement to indicate the Proponent's understanding of the 7212 Riverside Drive lease requirements in accordance with the City's Sustainable Community Plan and Heritage Guidelines.
 - Provide the goals and benefits of the lease to the community
2. **Corporate Profile, Experience and Capability**

Provide a brief overview of your agency, including:

 - Mission, vision and values;
 - A detailed explanation of how the business is "green" or has a reduced carbon imprint or footprint component;
 - Total number of employees in your company;
 - How long your company has been in existence;
 - Relevant experience in operating locations of similar scope and complexity;
 - Please comment on the business philosophies of your company and how these contribute to the overall success of your clients
 - List your current Successful Operations and/or Partnerships

3. Provision of Services

Scope of Services

- Provide how the proponent would like to utilize the designated space and other areas on the property and on what terms and conditions.
- Outline the resources and personnel your company would provide to the facility.
- Describe the marketing strategies it would plan to implement for operating the business within the facility.
- Provide a business operating plan, including a revenue and expenses pro-forma along with financial statements.

4. Tenant Fit-Up

- Approach to quality management during construction and fit-up (timeline and name of construction company).
- Detailed work plan for completing all components of the scope of work in accordance with specified time lines.
- An estimate of the tenant-fit-up budget required for the designated space.

5. References

- Provide three professional references including a previous/current landlord, vendor or utility.
- Provide a letter of reference from a lending institution that insures that your company is in good financial standing.

6. Financial and Contract Terms

- Proposed Base Rent and expenses per square foot, per annum, for rentable area, net of leasehold improvement cost by Tenant (Tenant understands they will pay the Base Rent and the City will invoice bi-monthly for utilities consumed and sub metered within the premises).
- Term of lease and any renewal extensions, if desired.

SCHEDULE A
CERTIFICATION DOCUMENT
LEASE OF 7212 RIVERSIDE DRIVE

Certification:

We have carefully read and examined the RFP document and have conducted such other investigations as were prudent and reasonable in preparing this Proposal.

We certify that the statements made in this proposal are true and complete. These statements represent our proposal to the Corporation of the City of Grand Forks. We agree to be bound by statements and representations made in this proposal.

Print Company Name and Address: _____

Print Name and Title of Authorized Signing Officers: _____

Signature of Authorized Signing Officer: _____

Telephone Number: _____ Fax Number: _____

E-mail address: _____

Acknowledgement of Addenda

We acknowledge receipt of the following addenda which become part of this RFP:

ADDENDUM #	
ADDENDUM #	
ADDENDUM #	

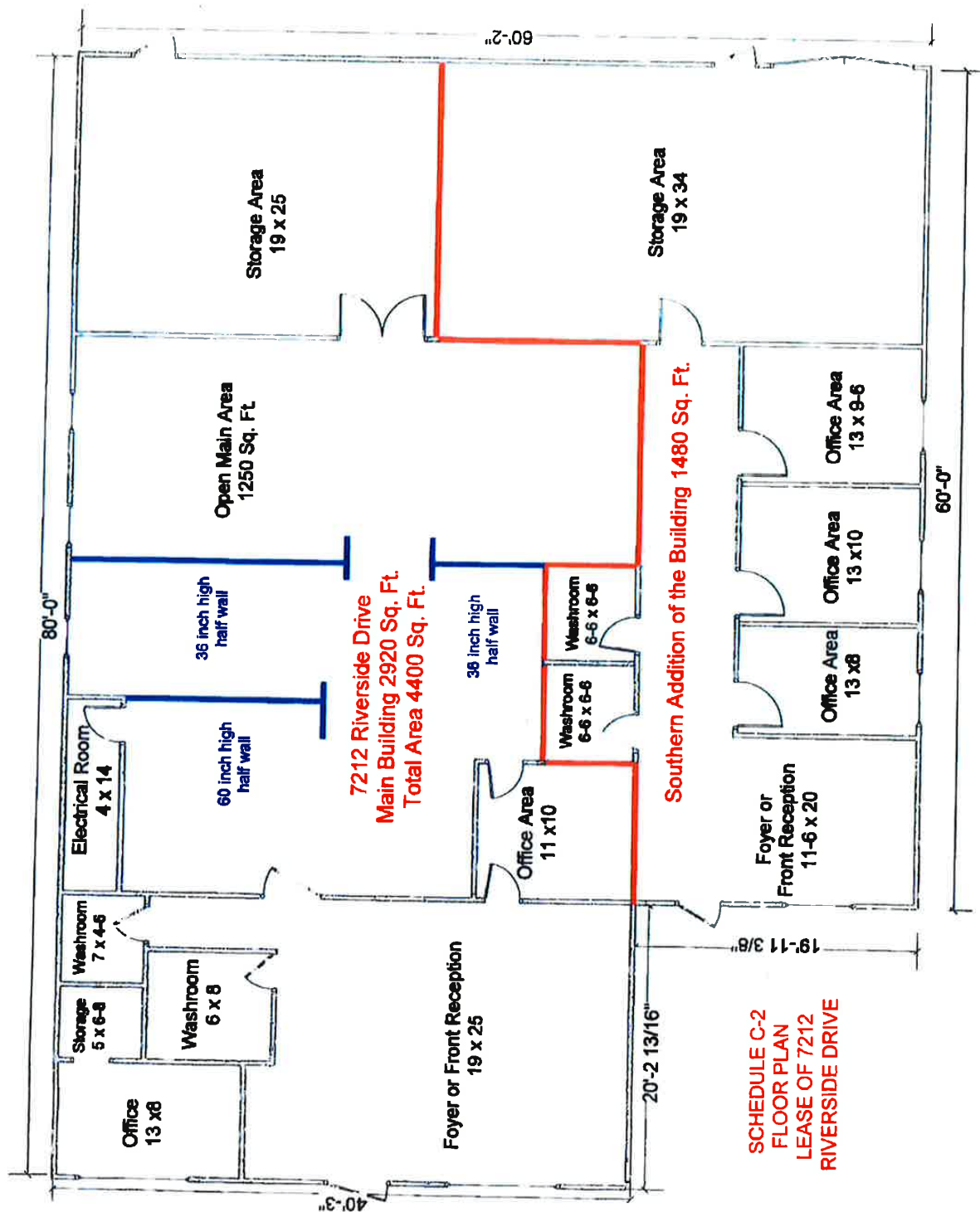
Signed this _____ day of _____, 2013.

SCHEDULE B
PROPOSAL EVALUATION CRITERIA
LEASE OF 7212 RIVERSIDE DRIVE

Criteria	Maximum Score
1. Guiding Principles	40
2. Understanding of Requirements and Objectives	10
3. Corporate Profile, Experience and Capability	5
4. Provision of Services	15
5. References	10
6. Financial/Lease or Disposal Terms/Offer	20
Total	100

SCHEDULE C-1
SITE PLAN
LEASE OF 7212 RIVERSIDE DRIVE





[illegible]

Multi-Agency Accommodation Project
Preliminary Business Plan
Draft – For Discussion Only

November 19, 2012

BACKGROUND

BETHS is a non-profit, charitable organization formed in 2010. The formation of BETHS was encouraged as a result of the Community First Agreement between the City of Grand Forks and the Provincial Government and by the City's Public Safety Committee. The society is governed by a volunteer board of directors. The society has operated an extreme weather response shelter (EWRS) during the winter months since 2011. The shelter operates out of the Christian Centre in Grand Forks and is run by a seasonal full-time shelter co-ordinator and part-time shelter workers. The shelter is only open from 8:00 p.m. to 8:00 a.m., requiring guests to return outside during daytime hours. BETHS is seeking to eventually transition the EWRS to a permanent, year-round emergency shelter to provide shelter and support to homeless families and individuals, including homeless minors. The emergency shelter would provide overnight accommodation and snacks for stays up to 30 days. In the longer-term, BETHS also envisions developing and operating transitional housing that would provide support and a safe place to live for individuals wanting to transition out of homelessness. The transitional housing would provide longer-term accommodation and support for up to 2 years.

HFHB is a non-profit, charitable organization, incorporated in 1996. The society is governed by a volunteer board of directors and managed by a part-time Executive Director (13 hours/week). Since its incorporation, the society has built 7 houses and a 7-unit multi-plex. HFHB has received three awards for producing the most new builds per capita in the country for a community this size. By way of comparison, Vancouver would need to build more than 200 homes per year to match this level of productivity. The society currently has mortgage income from 14 mortgages and, once the society has built 6 more homes, it will generate enough mortgage income to allow the society to be self-sustaining and continue to build an average of one home per year. In the meantime, HFHB needs to continue to fund raise every year to support its construction program. A majority of Habitat affiliates in Canada support their building programs through revenues generated from a ReStore. HFHB is convinced that opening a ReStore in the Boundary would produce a reliable income stream to enable the society to continue its ambitious construction program of providing affordable home ownership. The ReStore would offer multiple benefits for the community and its residents, through the sale of inexpensive, used building materials, equipment and other second-hand goods and potentially diverting tons of materials from the landfill.

Whispers of Hope Benevolence Association is a non-profit, charitable organization with roots going back to 1996 when it operated as Hands of Mercy. It became a registered society in 2005 and received its charitable status the following year. The society is governed by a volunteer board of directors and managed by a paid co-ordinator. The society operates a thrift store and soup kitchen which provides meals for an average of 50 people each day, Monday through Friday. The current location on Central Avenue is expensive (\$825/month plus approximately \$300/month for utilities) and, at 1,400 square feet, is too small and poorly designed to adequately serve its guests. The kitchen is too small. There is not enough storage space for sorting and/or storing incoming donations to the thrift store. Also, the location of the thrift store area at the back of the building means people need to walk through the common area and kitchen to access the store. Society members and staff have observed that this location discourages many vulnerable people from accessing the thrift store items.

November 19, 2012

THE VISION

This proposal is based on the possibility that the City will purchase the old Three Phase Building located at 7212 Riverside Drive, close the non-required road right-of-way adjacent to the site (located at the east end of 72nd Avenue) and lease the combined property and building to the three agencies for a nominal annual fee.

Although the actual configuration of floor space allocated to each society is still under discussion, one option being proposed is that HFHB would construct a 9 to 10 foot high building on the vacant road right-of-way (once it is closed and rezoned commercial) and re-locate the Roxul building on top. The combination of the existing Three Phase Building (4,320 sq. ft.), the Roxul building (1,900 sq. ft.) and the newly constructed lower floor area (1,900 sq. ft.) would provide a total floor space of 8,120 square feet. This would provide sufficient floor space to meet the needs of the three agencies, allow for future development of BETHS transitional housing and potentially accommodate agencies such as the Food Bank as well as provide office space for other agencies serving low income families and individuals.

Under this option, the Three Phase building would house BETHS and Whispers of Hope. The HFHB ReStore would be located on the newly constructed ground floor under the Roxul building. The main floor of the Roxul building would house the offices of the three agencies, a common board room and reception area and provide space for future expansion of services.

The option described above depends entirely on fund raising efforts to secure enough funding to construct the ground floor. In the interim, if the City were to purchase the Three Phase building and make it available for the multi-agency accommodation, the three societies could share the space in that building until funding is secured for construction. BETHS could use the front part of the building for the shelter, once it is brought up to required standards. HFHB and Whispers of Hope could share the main part of the building. HFHB could use the rear area of the building to warehouse its current stock of building supplies. The Roxul building could be re-located to the adjacent property if and when the road is closed and the area re-zoned commercial. In the meantime, the building could be temporarily situated on a foundation using the existing pony walls and raised when funding is available to construct the ground floor.

MANAGEMENT

The three agencies are in the process of negotiating a Memorandum of Understanding outlining their commitment to collaborate in the creation and management of this project. A Steering Committee, with representatives from the three organizations and a representative from Community Futures Boundary, has been formed to oversee the development and subsequent management of the project. Terms of reference outlining the responsibilities of the Steering Committee will be developed. At this point, the following agreements have been reached in regard to the start-up phase of the project:

1. HFHB will take the lead role in developing the site, including building the foundation and floor space that will serve as the ground floor under the Roxul building.

November 19, 2012

A study conducted in 2010 for the City, clearly indicated several gaps in the housing continuum in the Boundary. Discussions with service providers and professionals at that time confirmed the need for a full range of housing and support services, i.e.:

- Homeless outreach workers;
- A low- or medium-barrier emergency shelter;
- A no-barrier, "wet" shelter where alcohol could be distributed to qualifying clients through a controlled program;
- Emergency shelter and transitional housing for youth-at-risk;
- Transitional housing to support those suffering from mental illness and those returning from detox centres, psychiatric hospitals, correctional facilities and other care and treatment centres;
- Supportive housing for individuals at risk of homelessness; and
- More affordable permanent housing for single people and families.

This collaboration between BETHS, Whispers of Hope Benevolence Association and HFHB is seeking to fill some of these identified gaps.

2. HFHB ReStore

The proposed HFHB ReStore will sell used building products, furniture, tools, equipment and other second-hand goods. The building materials may be repaired, damaged or unmarketable inventory from suppliers or previously owned product obtained from local private donors. Discussions with several local businesses and Community Futures Boundary indicated that this niche market is not covered by any existing retailer in the city and no serious concerns were expressed in HFHB opening a ReStore. In the event that conflicts do occur, the ReStore would adjust its product line accordingly to prevent unfair competition.

HFHB will conduct a feasibility study to determine the presence of a sustainable donation stream. Potential sources of inventory include:

- Local public donations of product (e.g., used kitchen cabinets from home renovations; used kitchen equipment etc.)
- Home Hardware (Grand Forks)
- Home Building Centre (Grand Forks)
- The Brick (Kelowna)
- Rona (Christina Lake, Castlegar, Kelowna)
- Castle Hardware (Grand Forks)
- Morrissey Creek Building Supplies (Grand Forks)
- Home Goods Furnishings (Trail)
- Wal-Mart (Nelson)
- Sears (Grand Forks)
- All Weather Windows (Alberta)
- Canadian Institute of Plumbing & Heating

November 19, 2012

FINANCIAL STATEMENTS

Financial statements for the three agencies are provided in Appendix 1.

FINANCIAL PROJECTIONS

All financial projections and cost estimates are very rough estimates at this point. Estimated start-up costs have been provided by HFHB for discussion purposes only. Further research and analysis will be required to determine the specific renovations needed to accommodate the three agencies. In particular, BETHS will need to determine the extent of renovations required in order to convert space in a commercial building into space for an Extreme Weather Response Shelter and/or permanent emergency shelter. Architectural services may be required to determine the necessary renovations to comply with the building code.

ESTIMATED START UP COSTS

Item	Amount
Re-location of Roxul building	20,000
ReStore construction costs	70,000
Renovations – Three Phase building	5,000
Legal fees	5,000
Permits	2,000
City hook up fees	3,000
Total	\$105,000

ANTICIPATED REVENUE SOURCES TO COVER START UP COSTS

Source	Amount
Interfor (Vancouver)	20,000
BETHS building fund	10,000
HFHB building fund	20,000
Phoenix Foundation	15,000
City of Greenwood	3,000
Village of Midway	3,000
Regional Districts (C, D & E)	9,000
Faith Community	10,000
Sub-total	\$90,000
Other Possible Sources	
Community Futures	
Real Estate Foundation	
In-kind Donations	
Interfor (Grand Forks)	lumber
Roxul	batt insulation
Roxul	Roxul building

November 19, 2012

ESTIMATED ANNUAL OPERATING COSTS – YEAR 1
(Very preliminary, for discussion only)

Item	Amount	Explanation
GENERAL		
Property taxes	In kind?	Anticipated in kind donation from City
Water and sewer	In kind?	Anticipated in kind donation from City
Utilities (gas and electric)	20,300	\$2.50 psf x 8,120 sq. ft. (Estimate based on 2011 gas and electric expense for Whispers of Hope of approximately \$2.50 psf. Actual costs will depend on renovations and energy efficiency of buildings etc.)
Insurance	In kind?	
Maintenance & repairs		Estimated at zero in year 1
Garbage removal	3,000	
Snow removal	volunteer	
Building and grounds maintenance	volunteer	
Sub-total	\$23,300	
1. BETHS – 2013 Budget	73,807	2013 budget minus \$5,950 “rent”
2. HFHB – 2012 Budget plus 2%	57,900	To be revised once 2013 budget is developed
3. WHISPERS OF HOPE – 2013 Budget	45,600	2013 budget minus \$16,800 rent and utilities
Sub-total	\$177,307	
Total Expenses	\$200,607	
Total Revenue (from previous table)	\$206,260	

Notes:

1. BETHS 2013 budget includes estimate of \$5,950 rent and the Whispers of Hope 2013 budget includes an estimate of \$10,200 rent. These amounts represent potential cost-savings to the organizations as a result of re-locating to the multi-agency accommodation.
2. Whispers of Hope 2013 budget also includes an estimate of \$6,600 for utilities (gas and electric). It is anticipated that the society’s share of utility costs in the multi-agency facility will be less than this amount, yielding additional cost savings.

November 19, 2012

Appendix 1 – Financial Statements

Boundary Emergency and Transition Housing Society**STATEMENT OF REVENUES AND EXPENDITURES****For the Year Ended March 31, 2012**

	Actual 2011	Actual 2012	Budget 2013
<u>Revenues</u>			
Private Donations	\$ 1,845.00	\$ 4,816.48	\$ 6,500.00
BC Housing		68,038.16	70,000.00
Grant-in-Aid - City of G.F.	13,500.00	-	15,000.00
Area C		2,500.00	3,000.00
Area D		2,000.00	3,000.00
Area E		-	3,000.00
City of Greenwood		-	3,000.00
Village of Midway		-	3,000.00
G.I.C.'s Interest		55.21	
Memberships		14.00	15.00
Totals	\$ 15,345.00	\$ 77,424.85	\$ 106,515.00
<u>Expenditures</u>			
General Administration			
Startup Costs	\$ 112.36	\$ -	\$ -
Advertising	144.06	50.00	50.00
Legal	131.58	175.00	25.00
Bank Charges & Fees	154.29	84.92	100.00
Postage	-	28.28	50.00
Office Supplies	73.36	416.91	200.00
Admin Costs-Meetings	350.13	347.40	350.00
Totals	965.78	1,102.51	775.00
Operating			
Shelter Supplies	\$ 266.59	\$ 31.08	\$ 50.00
Criminal Record Checks	100.00	400.00	400.00
Food	230.57	869.69	1,000.00
Cellphones	-	635.37	700.00
Vehicle Reimbursement	479.96	558.05	400.00
Capital Purchases - note 3	-	1,936.57	1,500.00
Building & Maintenance	341.61	-	-

November 19, 2012

Habitat for Humanity Boundary Society

REVENUE	2012	2011	2010	2009
Sale of Properties	\$	48,600	\$	123,051
Income from Mortgages	\$ 33,180	\$ 36,060	\$ 24,335	\$ 25,074
BC Housing	\$ 242,016	\$ -	\$ -	\$ 50,000
Funds from HFH Canada	\$ 6,380	\$ 596	\$ 14,509	\$ 13,351
Donations	\$ 54,000	\$ 8,220	\$ 25,367	\$ 17,273
Donations designated for multiplex	\$ 62,000	\$ -	\$ -	\$ -
Fundraising activities	\$ 20,000	\$ 2,666	\$ 1,643	\$ 1,858
Rental Income	\$ 7,250	\$ 5,050	\$ -	\$ -
Interest Income	\$ 200	\$ 136	\$ 3	\$ 91
Memberships	\$ 90	\$ 90	\$ 75	\$ 75
Amortization of imputed mort. Interest	\$ -	\$ 14,966	\$ 5,485	\$ 10,078
	\$ 425,118	\$ 116,384	\$ 194,468	\$ 117,800
COST OF CONSTRUCTED PROPERTIES				
Construction Costs	\$ 200,000	\$ 54,104	\$ 9,847	\$ 4,000
Development Cost Charges	\$ 36,000			
Builders risk insurance	\$ 1,000	\$ 952	\$ -	\$ -
Strata cost	\$ 4,500	\$ 1,200	\$ -	\$ -
Legal fees	\$ 4,200	\$ 346	\$ 1,888	\$ -
GST / HST payable on multiplex	\$ 49,324			
Property taxes	\$ 2,000	\$ 1,572	\$ 8,780	\$ -
Subtrades	\$ 10,000	\$ -	\$ 740	\$ -
Tools and equipment rentals	\$ 4,000	\$ -	\$ 102	\$ -
Utilities	\$ 3,000	\$ 2,278	\$ 907	\$ -
	\$ 314,024	\$ 60,452	\$ 22,264	\$ 4,000
EXPENDITURES				
Professional fees	\$ 3,000	\$ 2,638	\$ 2,563	\$ 2,563
Advertising and promotion	\$ 2,000	\$ 557	\$ 1,298	\$ 151
Depreciation	\$ 851	\$ 851	\$ 851	\$ 851
Auto expense (reimbursement)	\$ 2,500	\$ -	\$ -	\$ 156
Insurance (director's)	\$ 1,214	\$ 1,214	\$ 2,621	\$ 871
Bank charges and safe deposit box	\$ 200	\$ 955	\$ 363	\$ 177
Cost of fund raising	\$ 2,000	\$ 2,821		
HFHC Membership and fees	\$ 5,000	\$ 3,525	\$ 2,525	\$ 2,540
Office	\$ 1,000	\$ 610	\$ 527	\$ -
Rent		\$ -	\$ 25	\$ -
Salaries and benefits	\$ 35,000	\$ 29,748	\$ 7,964	\$ 18,609
National AGM and Conference	\$ 4,000	\$ 1,948	\$ 349	\$ 1,998
	\$ 56,765	\$ 44,867	\$ 19,086	\$ 27,916
Excess revenue over expenditures	\$ 54,327	\$ 11,065	\$ 153,118	\$ 85,884

November 19, 2012



CITY OF GRAND FORKS
REQUEST FOR PROPOSAL
FOR THE LEASE OF 7212 RIVERSIDE DRIVE

The City of Grand Forks is seeking proposals for the lease of 7212 Riverside Drive. The available facility is a one story building and is 4400 square feet. The building consists of three parts: the original concrete block wall constructed building with a flat roof, east lean to with wood frame walls installed between metal uprights supporting the roof beam and metal sheet siding with a low sloping roof and the south lean to structure with wood frame walls installed between metal uprights supporting the roof beam and metal sheet siding with a low sloping roof. There are four washrooms, two are in the main building and two are in the office portion of the building. All information is not confirmed and is the responsibility of the Proponent to confirm. The building currently borders two streets: Riverside Drive and 72nd Ave. The lease site is 0.329 of an acre in total and is zoned CC – Commercial Core.

For the full Request for Proposal document, please see Supplier attachments on BC BID or visit our website www.city.grandforks.bc.ca.

All sealed proposals shall be marked "**Request for Proposal – For the Lease of 7212 Riverside Drive, Confidential – Do Not Open**", will be received by 2:00pm, local time, on or before March 14, 2013, at:

City of Grand Forks,
Box 220, 4217 4th Street,
Grand Forks, BC V0H 1H0
Attention: Diane Heinrich, Corporate Officer

All inquiries shall be directed to:

Attention: Wayne Kopan, Manager of Environmental and Building Construction Services,
City of Grand Forks
Box 220, 7217 4th Street
Grand Forks, BC V0H 1H0
Phone: 250.442.4151 Fax: 250.442.8000
E-mail: wkopan@grandforks.ca

The City of Grand Forks reserves the right to accept or reject any and all proposals and to waive irregularities and informalities at its discretion. The City reserves the right to accept a proposal other than that with the highest evaluated score without stating reasons. By submitting a proposal, the proponent waives any right to contest, in any proceedings or action, the right of the City to accept or reject any proposal in its sole and unfettered discretion. Without limiting the generality of the foregoing, the City may consider any other factor besides capability to perform the work, in its sole and unfettered discretion.

This Request for Proposal does not commit the City to award a contract or pay any costs incurred in the preparation of a proposal, or attendance at an interview meeting with City staff.

Note: Should any potential bidders download the above document, it is the Proponents/bidders responsibility to check for addenda's that will be posted herein or on our website: www.city.grandforks.bc.ca

Initial Request

(14)

November 13, 2012

City of Grand Forks
Grand Forks BC

Attn: Mayor Taylor and Council

Your Worship and Councillors,

Subsequent to our in-camera meeting with Council a few weeks ago where in you approved "in principle" the participation of the City in a joint effort to find land and buildings to house our three agencies together being BETHS (Boundary Emergency and Transition Housing Society) HFHB (Habitat For Humanity Boundary Society) and Whispers (Whispers of Hope Benevolent Society), we come to you now with the following information.

In the interim we are using the name Multi Agency Accommodation Project (MAPP)

We have established these goals for the guidance of the project:

1. To find a suitable permanent location in the City, not in, but adjacent to the downtown core for consolidation of agency services to the Homeless and low income.
2. To capitalize on the efficiencies and effectiveness that one location and accommodation can provide
3. Enable the individual agencies to be as self supporting as possible with reduced operating costs
4. Establish a governance structure where by all agencies have equal representation and have a single manager in charge of the land and properties.
5. Utilize land not of great commercial interest but serves the long range plans of the community
6. Garner community support through contributions from major city businesses

With the new CAO in place we are requesting the City now move forward with this project before the opportunity is lost.

Respectively yours,

Ray Hanson, on behalf of the Multi Agency Accommodation Project Advisory Committee