



A G E N D A
City of Kenora
Property and Planning Committee of Council

Tuesday, October 8, 2013

Time: (To be held immediately following Committee of the Whole)

City Hall Council Chambers

	Pages
1. Public Information Notices	
As required under Notice By-law #144-2007, the public is advised of Council's intention to adopt the following at its October 15, 2013 meeting:-	
i) Council will establish rental fees for the Lake of the Woods Discovery Centre	
2. Declaration of Pecuniary Interest and the General Nature Thereof.	
On today's agenda or from a meeting at which a Member was not in attendance.	
3. Confirmation of Previous Committee Minutes - Motion Required	
- Regular meeting held September 10, 2013	
4. Deputations	
4.1 Heritage Kenora Committee	1 - 1
5. Presentations	
6. Reports	
6.1 Discovery Centre Rental	2 - 3
6.2 Designation of Memorial Park under Section 29 of the Ontario Heritage Act	4 - 19
6.3 Muskies on Main	20 - 22

7. Other Business

7.1 Hermanson/Chambers By-Law (housekeeping)

8. Date of Next Meeting

Tuesday, November 12, 2013

9. Adjourn to In-Camera Meeting

That this meeting be now declared closed at _____; and further

That pursuant to Section 239 of the Municipal Act 2001, as amended, authorization is hereby given for Council to move into a Closed Session do discuss items pertaining to the following:-

i) Personal Matter about an Identifiable Individual (5 items)

ii) Proposed Disposition of Land (1 items)

10. Reconvene

11. Close Meeting

DEPUTATION REQUEST FORM



BEFORE KENORA CITY COUNCIL OR COMMITTEE OF COUNCIL

HOW TO MAKE A DEPUTATION:

1. Determine date and time of Council or Committee meeting you wish to attend.
2. Submit this completed and signed form to the City Clerk (deliver/mail/fax/e-mail)
 - at least seven (7) days in advance of a Committee meeting
 - before 10:00 a.m. on the date of a Council meeting;
3. State your name prior to speaking, and
4. Provide a copy of materials used in your presentation, if any, to the City Clerk for the official record (either in advance of, or at the time of the deputation).

City Clerk's Contact Information:

By Mail: One Main Street South, Kenora, ON P9N 3X2

By FAX: 807-467-2009

E-mail: jmcmillin@kenora.ca

Your Name

(AND IF APPLICABLE, ORGANIZATION):

Heritage Kenora Committee - Lisa L Moncrief

(please print)

Mailing Address: Box 758, Keewatin Telephone Number: 547-2580
Email Address: llmoncrief@msn.com Postal Code: P0X 1C0

TOPIC – include brief statement of issue or purpose for Deputation:

PLEASE SEE PROTOCOL NOTES ON PAGE 2

Re: Request for heritage designation of Memorial Park

I wish to appear before Council on _____
(date of meeting)

I wish to appear before Property/Planning on October 8, 2013
(Name of Committee) (date of meeting)

PLEASE NOTE:

TYPICALLY MOST MEETINGS ARE VIDEO-TAPED BY THE LOCAL CABLE COMPANY AND REPORTED ON BY BOTH THE LOCAL NEWSPAPER AND RADIO STATION. SUBSEQUENTLY YOUR DEPUTATION WILL FORM PART OF THE PUBLIC RECORD IN THE MINUTES WHICH ARE CIRCULATED WIDELY AND POSTED ON THE CITY'S PORTAL ON THE INTERNET. BY APPEARING BEFORE COUNCIL/COMMITTEE AND SIGNING THIS FORM, YOU HEREBY UNDERSTAND THAT INFORMATION PERTAINING TO YOU AND YOUR DEPUTATION WILL BE PUBLICIZED.



Signature Required: _____
(Must be signed by applicant to go forward)



September 30, 2013

City Council Committee Report

TO: Mayor and Council

FR: Charlotte Caron, Manager of Property and Planning

RE: Rental of the Discovery Centre

Recommendation:

That Council of the Corporation of the City of Kenora approves the rental of the Discovery Centre Great Room on a seasonal basis (September 1 to May 31 each year) and Amphitheatre Room on a year round basis; and further

That the revenue from these rentals are directed to reserves to assist in the maintenance of the building, the furnishing of the Amphitheatre Room and to purchase the educational equipment to fulfill the mandate of an educational centre; and further

That the revised Discovery Centre Rental Contract and fees be approved effective October 15, 2013.

Background:

In November of last year the Lake of the Woods Development Commission discontinued the rental of the Discovery Centre Great Room as the mandate of the building is as follows:

- #1) A Visitor Information Centre, and
- #2) A Regional Cultural, Educational & Exhibition Centre

Since 2011, there has been varied debate as to the rental of the Discovery Centre. The decisions have been based on taking away business from other businesses to increasing revenue for the Tourism Department, the unique challenges (set up/take down & hours open to public affect the rental of this facility) and the demand by customers. Another consideration is the staff hours – three staff in the off season looking after 3 structures (Discovery Centre (7 days a week), Thistle Pavilion and Whitecap Pavilion (when required), as well as vacation, sick and lieu days.

It should be noted that as part of the applications to receive funding to build the Discovery Centre rentals were part of the business plan to assist in sustaining the building.

The City of Kenora has a unique facility the Discovery Centre that is on the shores of Lake of the Woods and is in high demand from user groups to host their events in and show case Kenora. There have been numerous requests for the rental of the facility for

receptions, awards ceremonies and other functions. This facility now falls under the City of Kenora and staff are suggesting the Great Room be made available from September 1 to May 31. There is a demand for rental of the facility through this time period and there are significantly less tourists using the facility. As there are no catering facilities at the Discovery Centre it is felt that it provides an additional opportunity for outside caterers, including local hotels. Allowing the rental of the Discovery Centre is consistent with how other City owned facilities such as the Museum and Recreation Centre are treated. All City policies would be followed, including but not limited to the Municipal Alcohol Policy.

The capacity of the Discovery Centre is 75 people in the Amphitheatre and 125 people in the Great Room.

Rental Rates have been reviewed to accommodate required staffing and ensure competitiveness with other local facilities. The following rates are proposed:

During Business Hours (Amphitheatre)	\$175 + HST
After Business Hours (5 pm – 8 pm)	\$250 + HST
After Business Hours (5 pm – 10 pm)	\$350 + HST
After Business Hours (5 pm – 1 am)	\$750 + HST

These rates have been increased to take into consideration the staff set up and tear down and staff coverage at the event from opening to closing.

Budget: N/A

Communication Plan/Notice By-law Requirements: Manager of Property and Planning, Tourism Development Officer, Special Events Coordinator, Facilities Co-ordinator, Risk Management and Loss Prevention Officer, LOTWDC, Tourism Committee



October 3, 2013

City Council Committee Report

TO: Mayor and Council

FR: Karen Brown

RE: Designation of Memorial Park Heritage Committee Recommendation

Recommendation:

That Kenora City Council hereby defers any decision on a heritage designation of Memorial Park, subject to the outcome of future development plans.

Background:

The City has received a recommendation from Heritage Kenora for a heritage designation of Memorial Park. There are three attachments to this report providing background information related to Memorial Park, the Cenotaph and the request from Heritage Kenora as follows: Property and History Information; Request Background Information; and photographs of the park and cenotaph area.

This is not the first time that this request has been received by the City from Heritage Kenora. At the February 12, 2009 Property & Planning Committee meeting, the same request was considered by Committee. At that time, the City was exploring plans for the potential redevelopment of several key park properties. The decision of Committee at that time was to defer any consideration of this request, subject to the outcome of future development plans.

Subsequent to that meeting, the City approved the Beaches, Parks & Trails Development Project Concept Report, dated August 2010. While this report identified several of the City's existing parks, it did not discuss the downtown Memorial Park.

At the same time, the City was actively moving forward with its downtown revitalization (DTR) plans and works. This continues today, with works intended to proceed on Second Street in 2014. There are many areas of the downtown where works are as yet to be designed, including the area of downtown where the Memorial Park is located. It is recommended that Council continue to defer this decision, subject to the outcome of future development plans.

Budget:

There is no budget impact related to the continued deferral of this decision.

Communication Plan/Notice By-law Requirements:

Heritage Kenora would be advised as to Council's decision on this matter.

MEMORIAL PARK AND CENOTAPH

ORIGINAL NAME:

Unnamed parkland (?)

STREET ADDRESS:

Between Main and Water Streets in the 200 Block - Kenora

LEGAL DESCRIPTION:

Plan 3, Block 1, Lots 13, 14 (**excluding** the south 40' of the west 75' of Lot 13 and the north 20' of the west half of Lot 14).

ARCHITECT/DESIGNER:

For the Cenotaph:

Designer of figure - Charles Adamson, Toronto sculptor

Designer of monument - Creber Bros. of Toronto

CONSTRUCTION DATE(S):

Park - likely established c1910

Cenotaph - 1924

OWNERSHIP:

City of Kenora

TITLE SEARCH:**Lot 13**

December 1887	The Crown to Hudson's Bay Company Reserve
March 1905	HBCo. to Roderick McLennan
February 1913	Roderick McLennan Estate to Trustees of Pequonga Lodge at Kenora
February 1913	Trustees of Pequonga Lodge to Corporation of the Town of Kenora (west 1/2)
February 1913	Trustees of Pequonga Lodge to Thomas W. Chapple (trustee of the Golden Chapter No. 90), Nelson Schnarr (trustee of Lake of the Woods Lodge No. 445), John Brenchley (trustee of Pequonga Lodge No. 414) (1/3 each of east 1/2 of lot)
February 1913	Town of Kenora to Province of Ontario (west 1/2)
May 1918	Trustee of the Lake of the Woods Lodge, No. 445 to Trustee of Pequonga Lodge No. 414 A.F. and A.M. of Canada (east 1/2)
July 1927	Trustees of the Pequonga Lodge No. 414 and Golden Chapter No. 90 to the Town of Kenora. (east 1/2)
February 1964	Town of Kenora to Province of Ontario (north 10' of east 75')
February 1964	Province of Ontario to Town of Kenora (S 40' of west 75') - <i>For Museum Annex</i>

Lot 14

December 1887	The Crown to Hudson's Bay Company Reserve
May 1888	Hudson's Bay Company to John McDonald
June 1891	John McDonald to Alexander Matheson
February 1910	Marie Thompson, Elizabeth Matheson, Kenneth Matheson, Bella Matheson, Duncan Matheson, Kate Matheson, Lily Matheson, Annie Matheson, Donald Matheson, Alexander Matheson, and John Matheson to Town of Kenora
February 1913	Town of Kenora to Province of Ontario (north 20' of west 1/2 of lot)
February 1964	Province of Ontario to Town of Kenora (north 20' of west 1/2 of lot) - <i>For Museum Annex</i>

USE:

Parkland and commemorative site.

HISTORICAL/ASSOCIATIVE:

The parkland, known as Memorial Park since 1924, was in existence before the erection of the Cenotaph. It is surmised that the space became parkland following the construction of the Kenora Courthouse and the former Land Titles building, both of which look onto the park. This would have been in 1910. Early photographs of the green space show a sidewalk running east-west through the centre with a three-tiered fountain being the focal point (see photos P-1 and P-2).

The park was then bordered by the Courthouse on the west, the Land Titles building on the northwest, residences to the south, and Main Street to the east.

In the spring of 1923 a War Memorial Committee was established in the town of Kenora. Its mandate was to explore the erection of a war memorial that would commemorate the local people who fought in World War I and who never returned.

By early May, the Committee recommended the purchase of a memorial for approximately \$7,000. Three options were considered for its location including: the square in front of the court house; a property north of the Kenora Public Library; and on town property north of the old Hudson's Bay Company stores on Main Street. Following considerable discussion and after weighing all features to be considered, the site of the square in front of the Court House was selected.

In order to secure the funds for this project, the Committee was mandated to canvas the public. In June of 1923, the Committee's meetings focused on raising money for the Cenotaph, which with all considerations was to cost about \$8,000. A special fundraising campaign was launched for the latter part of June and into July when the town was thoroughly canvassed. It was felt that every citizen in Kenora should have a part in the memorial.

By August of 1923, enough money had been raised to proceed. The Creber Brothers of Toronto were awarded the contract – their design being judged the best by the Committee. At a public meeting the chosen design and an explanation of it was presented. As well, the other submissions were shown, but the Creber design was unanimously adopted. The 22-foot tall monument was to be made of Stanstead granite, surmounted by the bronze figure of a soldier. The foundation was put in that fall so that it could settle over the winter with the plan to add the superstructure in the spring of 1924.

Fundraising continued into the fall with such events as "The War Memorial Carnival." As events like these were planned to raise funds for the monument, the Committee was also canvassing the community to ensure that "no name of soldiers who fell in the Great War 1914-1918 whose name is entitled to be placed on the Kenora War Memorial, should be omitted. All relatives and friends of men who enlisted in and from Kenora or boys born in Kenora whose parents resided in Kenora during the war, are asked to furnish the committee with same." (*Kenora Miner and News*, Oct. 17, 1923).

To speak of the community significance of this monument, consider these words which were published in the June 20, 1923 edition of the local newspaper *Kenora Miner and News*:

Eight thousand dollars, the amount required, or any number of thousands would be paltry if money or the beauty of the man-made memorial could indicate our feelings. After more than four years of peace; after nearly nine years since many of them went away, we can push back the veil of memory and see them walking our streets, even as you and I. Brave souls with a great purpose, who met their country's call with a smile and a high resolve. There is no questioning, no reason why...they did not come back. Let us re-create them in our minds and

hearts, till we hear their very voices and see their faces again. Of them the past is all we now have; let us treasure it, so that however insignificant the visible memorial may appear it may nevertheless be a shrine which will bring back the memories of other days, a treasure of brightness and hope and service, and not a symbol of sadness. They loved the home folks and it was that impelling force which sent them forth to do honor and make an imperishable name for Canada.

The memorial of brass and stone will be of no benefit to them, but it will be of inestimable value to those who are still here and those who will follow as the years roll along. Let it have that radiance which emanates from that most perfect of diamonds – the unconscious glister in the eye created through a contemplation of supreme service. This can never be unless into the visible monument goes the great soul of Kenora.

Although initially it was hoped that the monument would be unveiled by May 24th of 1924, it wasn't until August of 1924, that the Creber Bros. placed the monument.

On Sunday, September 7, 1924 the unveiling and dedication of the monument took place. The unveiling address was delivered by Lieut. Col. H.A.C. Machin, commanding officer of the 94th overseas battalion, followed by a prayer of consecration by Rev. E. Diamond and an address by Captain the Rev. A.J. Labonte, military chaplain overseas. The unveiling of the monument was done by Mrs. E. Mills, Mrs. John Bull, and Mrs. J.A. Horan – the wives and/or mothers of three of the 96 Kenora men who are commemorated on the west side of the Cenotaph. The various choirs of the town, under the direction of Mr. C.H. Carpenter, and with the assistance of the Kenora Band, led the singing of hymns. Seating was provided for the relatives of those named on the Cenotaph in a roped-off section adjacent to the monument. Nearly 4,000 people were in attendance at the unveiling, an impressive showing considering the population of the town was about 7,500 in 1924.

Following World War II, the names of the Kenoraites who never returned from that war, were added to the west side of the Cenotaph. There were 79 of them.

There are three brass plaques on the Cenotaph.
The one facing east is inscribed as follows:

*For the Dead
A Tribute*

*For the Living
A Memory*

*For Posterity
An Emblem
of Loyalty to the Flag
of their Country*

*The Citizens of Kenora
have erected this monument
in grateful remembrance of the
services of all her sons who upheld
the honor and integrity of their
Beloved Country in her
hour of peril.
1914-1918*

The one facing west is inscribed with the names of those lost in World War I:

<i>Alcock, E.J.</i>	<i>Apjohn, F.J.</i>	<i>Beggs, A.H.</i>	<i>Belyea, S.C.</i>	<i>Betton, H.</i>	<i>Betton, J.R.</i>
<i>Brown, J.</i>	<i>Brydon, R.G.H.</i>	<i>Bull, A.J.</i>	<i>Burchall, D.</i>	<i>Bush, W.J.</i>	<i>Cameron, R.</i>
<i>Campbell, R.A.</i>	<i>Carmichael, H.M.</i>		<i>Chapman, W.J.</i>	<i>Charlebois, P.</i>	<i>Clark, M.</i>
<i>Colley, S.</i>	<i>Cooper, A.</i>	<i>Coppard, R.</i>	<i>Cornwell, A.L.</i>	<i>Corrie, R.</i>	<i>Cory, W.R.</i>
<i>Cottam, J.</i>	<i>Currie, J.C.</i>	<i>Deer, J.</i>	<i>Dery, A.</i>	<i>Dufour, G.T.</i>	<i>Duma, W.A.</i>
<i>Dusang, H.</i>	<i>Faulkner, V.H.</i>	<i>Fortier, J.C.F.</i>	<i>Fortin, E.</i>	<i>Francis, D.</i>	<i>Francis, J.M.</i>
<i>Fraser, J.J.</i>	<i>Frim, J.</i>	<i>Fuller, C.H.</i>	<i>Greenwood, H.</i>	<i>Hicks, L.</i>	<i>Hilliard, C.E.L.</i>
<i>Hilliard, H.H.</i>	<i>Horan, J.A.</i>	<i>Iloff, T.C.</i>	<i>Jeffrey, H.</i>	<i>Kipling, G.</i>	<i>Lalonde, J.L.</i>
<i>Land, M.</i>	<i>Lodge, W.S.</i>	<i>Lowe, T.</i>	<i>Lusk, R.B.</i>	<i>McKinnon, J.D.</i>	<i>McLean, A.</i>
<i>McMurdie, E.A.</i>	<i>McRae, A.</i>	<i>McRae, K.N.</i>	<i>MacGillivray, G.</i>		<i>MacKenzie, H.S.</i>
<i>MacVicar, P.</i>	<i>Markham, F.</i>	<i>Martin, A.</i>	<i>Martin, J.B.</i>	<i>Miller, C.</i>	<i>Mills, H.C.G.</i>
<i>Mills, W.W.J.</i>	<i>Murphy, J.</i>	<i>Nicholson, R.R.N.</i>		<i>Nuson, R.T.</i>	<i>O'Flaherty, L.</i>
<i>Ogemah, G.</i>	<i>Oliver, M.</i>	<i>Pelly, P.</i>	<i>Percy, J.H.</i>	<i>Peters, D.</i>	<i>Pickett, L.S.</i>
<i>Poole, J.</i>	<i>Robertson, D.</i>	<i>Robertson, J.M.</i>	<i>Rochester, E.M.</i>	<i>Rochester, G.H.</i>	<i>Ross, J.A.</i>
<i>Rowbottom, C.F.</i>		<i>Sampson, L.</i>	<i>Selman, H.</i>	<i>Sutherland, B.</i>	<i>Switzer, M.W.</i>
<i>Thompson, G.R.</i>		<i>Valentine, W.</i>	<i>Walker, W.</i>	<i>Walsh, M.A.</i>	<i>Weston, W.</i>
<i>Williams, G.</i>	<i>Woods, J.S.</i>	<i>Woods, W.R.</i>	<i>Young, L.</i>		

The one facing north is inscribed with the names of those lost in World War II:

<i>Alcock, W.R.</i>	<i>Allin, H.S.</i>	<i>Archer, C.</i>	<i>Beggs, R.</i>	<i>Belair, E.</i>	<i>Blair, F.</i>
<i>Boucha, H.W.</i>	<i>Bradley, E.W.</i>	<i>Butcher, S.</i>	<i>Bynski, C.</i>	<i>Campbell, G.A.</i>	<i>Calder, R.G.</i>
<i>Caron, A.L.</i>	<i>Cooke, J.</i>	<i>Creameens, J.W.</i>	<i>Doan, C.H.</i>	<i>Danielson, E.</i>	<i>Elders, J.</i>
<i>Erskine, C.</i>	<i>Franchuk, S.</i>	<i>Gibson, R.</i>	<i>Giving, R.V.</i>	<i>Green, A.</i>	<i>Greenway, W.</i>
<i>Guernsey, L.S.</i>	<i>Hansen, J.</i>	<i>Hanton, L.</i>	<i>Henfry, J.</i>	<i>Hunt, T.J.</i>	<i>Jeffrey, J.K.</i>
<i>Jorgenson, V.</i>	<i>Kennard, J.V.</i>	<i>Kenny, E.</i>	<i>Lacombe, R.J.</i>	<i>Landry, R.</i>	<i>Mackie, J.W.A.</i>
<i>Mackie, V.J.</i>	<i>Maluish, G.D.</i>	<i>Mamchur, C.</i>	<i>Markham, D.</i>	<i>Moore, F.G.</i>	<i>Moore, N.H.</i>
<i>Muggaberg, A.</i>	<i>Mulholland, E.W.</i>		<i>McCammon, S.J.</i>		<i>McKay, A.A.</i>
<i>McKay, J.</i>	<i>McLeod, J.</i>	<i>Nabish, W.</i>	<i>O'Dell, A.R.</i>	<i>Offer, L.</i>	<i>Ouellette, S.J.</i>
<i>Parmeter, B.</i>	<i>Paulson, L.</i>	<i>Pedden, A.J.</i>	<i>Philips, F.</i>	<i>Poirier, R.A.</i>	<i>Prokulivich, M.</i>
<i>Reeve, R.S.H.</i>	<i>Reeves, S.H.</i>	<i>Roberts, G.D.</i>	<i>Rolston, H.</i>	<i>Ruggles, D.</i>	<i>Sobiski, V.</i>
<i>Scotland, H.</i>	<i>Sharpe, M.</i>	<i>Sherman, H.M.</i>	<i>Skead, F.</i>	<i>Smith, F.J.</i>	<i>Sutton, S.F.</i>
<i>Swanson, H.W.</i>	<i>Tackaberry, H.G.</i>		<i>Thompson, J.E.</i>	<i>Vanance, A.</i>	<i>White, F.T.</i>
<i>Whiteside, E.E.</i>	<i>Wolfe, J.P.</i>	<i>Wyder, C.V.</i>	<i>Zimring, B.</i>		

With the erection of the Cenotaph, the park became known as Memorial Park. It is currently surrounded by the Courthouse, the former Land Titles building (now the Museum Annex), the Service Ontario building and the Lake of the Woods Museum. The walkways through the park have varied over the years, as evidenced in photographs (photo P-3) and currently includes not only the east-west thoroughfare, but also one that runs from Main Street southwest to the Cenotaph. A large circular garden on the north side of the property is cared for by the City of Kenora.

DESIGN/PHYSICAL

Memorial Park is the only true downtown green space in Kenora. There is substantive evidence of the beneficial nature of green spaces from ecological, social and aesthetic point of views.

Ecological benefits include, among others: localized cooling, reduction of noise levels, absorption of rainwater runoff, and tree absorption of pollutants.

Social benefits include, among others: a place to play, meditate, gather or rest; restoration of well-being; allows users to feel free, independent, and more in control than is possible in a more structured environment; stimulation of the senses with the colours, sounds, and smells; a

fostering of a connection between the residents and their natural and physical environment. Green spaces draw people outside and fosters social contact; attracts business and raises property values.

Aesthetic benefits include: adding colour and beauty and nature to an urban environment.

In short, urban green spaces add value to our community. This green space, Memorial Park, adds value to our community.

The park is set amongst three heritage buildings – the Kenora Courthouse, the Museum Annex, and St. Alban’s Cathedral. The Lake of the Woods Museum is a construction of a later age and although not a heritage building in the true sense of the word, it is a repository of Kenora area heritage. This green space is much more than the sum total of the buildings that frame it, however. From spring to early autumn, this green space is a cool retreat shared by a mostly deciduous canopy provided by the trees for which the green space is home. The continually moving leaf canopy creates ever-changing patterns of light and shade. This only adds to the impressive site of the park as one travels south or north on Main Street or west along Third Street South. It is one of the most beautiful spaces in downtown Kenora.

The imposing war monument that is the focal point of the park is integral to the site lines, the balance, the beauty, and the community relevance of the park.

The Cenotaph was designed and built by Creber and Bros. of Toronto.

The base of the imposing structure is carved from Stanstead granite, considered the hardest stone on earth. The light to medium grey, medium- and course-grained granite was quarried near Stanstead in the heart of the Eastern-Townships in Quebec. The town is often referred to as the “Granite Capital of Canada.”

The sculptor of the bronze figure was Charles Adamson (1880-1959) of Toronto. Adamson, born in Scotland, was a journalist and sculptor who served with the Canadian Expeditionary Force during the Great War. He attended art school in Scotland.

Adamson created only a single war memorial design, a standing infantryman dressed for the winter cold on the Western Front. This was unique in that it was traditional for the soldiers of cenotaphs to be attired in dress uniform, but having served the hard reality of life in the trenches, Adamson chose not to glorify war. His Kenora figure of an infantryman in winter is restrained and understated, dressed in his greatcoat and sheepskin vest. The statue evokes the stoicism of a soldier getting through another cold, muddy, life-threatening day on the front lines. There are three iterations of this design – the original on the Sons of England War Memorial on University Avenue and Elm Street in Toronto (1923); and one in Wingham, Ontario (1924) and the one in Kenora.

Adamson’s other noteworthy work includes the statuary on the Whitney Block at Queen’s Park in Toronto.

CONTEXTUAL:

The Cenotaph is beautifully situated in the centre of Memorial Park. This parkland existed prior to the erection of the Cenotaph, with all indications that it was established as such around 1910 with the construction across Water Street of the Kenora Courthouse and the construction of the Land Titles building on the west end of Lots 13 and 14. Early photographs of the park show the centrepiece to be a three-tiered fountain centred in a walkway that runs from Main Street through to Water Street. I have not been able to determine whether the park had a name prior to the erection of the Cenotaph and its then designation as Memorial Park.

The Cenotaph, quite literally an “empty tomb” honouring those whose remains are elsewhere, defines Memorial Park. It is the reason for its name and its physical presence is the defining element in the park.

Its location in the context of the original surrounding buildings – the Courthouse, St. Alban’s Cathedral – and now in its current surroundings – the Museum – not only strengthens the functions of these buildings but their functions also support the significance of the Cenotaph and in doing so, inextricably link the Cenotaph with the park and with the character of the area. Consider how the historic Courthouse upholds the laws, freedoms and democracy for which men and women went to war. Consider the Christian ideals that were fought for in the war, as represented by one of the community’s many churches; and consider the role of the Museum in the community – the keeper of our collective history and our community’s history in the broader arena of world history.

The Cenotaph is a landmark in the downtown of Kenora.



September 25, 2013

City Council Committee Report

TO: Mayor and Council

FR: Tara Rickaby, Planning Administrator

**RE: Request for Designation of Memorial Park
Section 29 of the Ontario Heritage Act**

Background:

Heritage Kenora adopted the following resolution at its September 17, 2013 meeting:

Motion: Moved by Lisa Moncrief, seconded by Jim Clarke that Heritage Kenora recommend to Kenora City Council the heritage designation of Memorial Park. Carried.

Together as a group, the values were discussed and determined for this particular property and this motion adopted as Heritage Kenora's policy is to ask the property owner to voluntarily designate their property, under the Ontario Heritage Act. In this case, the property owner is the City of Kenora, and Council is the decision-maker regarding passing of a designation by-law.

Heritage designation of a property, under the Ontario Heritage Act is a multi-stepped process, beginning with the identification of the property and addition to the municipal register for properties of cultural heritage value or interest. There are six key steps involved in designation process:

- Identify the property as a candidate for designation.
- Research and evaluate the property.
- Serve the Notice to Intention to Designate.
- Pass and register the designation by-law.
- List the property on the municipal register for designation.
- List the property on the Provincial register.

Steps 1 and 2, identification and the research and evaluation of the property has been completed. This involves the completion of the "Statement of Cultural Heritage Value" and "Description of Heritage Attributes". Should the City /Owner agree to designation, the "Notice of Intention to Designate Property" must be placed in the local newspaper. If no objections are filed with the City of Kenora within 30 days of the publication of the notice, then Council can proceed to pass a by-law designating the property under section 29 of the Heritage Act.

The values and attributes (see attached comprehensive listing) were identified as:

Cenotaph - it is at the centre of the original municipal downtown infrastructure and plan
- it is significant to citizens commemorating their loss, originally in WWI and then later in WW2

Park, in general - The park itself, was established around 1910, and the cenotaph was installed in 1924.

The classical axial arrangement of this formal park emphasizes the promenade to the courthouse entry and emphasizes the prominence of the Cenotaph.

There is substantive evidence of the beneficial nature of green spaces from social, ecological and aesthetic point of views.

The civic buildings surrounding the park are important to residents and visitors - it continues to be Kenora's only formal parkland in its design, with a centered monument and axial paths.

Excerpt from the Heritage Took Kit: DESIGNATION AND THE PROPERTY OWNER:

The property owner is a key player in a designation under the Ontario Heritage Act. As early as possible in the process, designation should be discussed with owners to ensure that they are actively engaged in the process. There are many myths and misconceptions about designation that may need to be clarified. Once they understand the process, many owners are interested in designation as a way of expressing pride in their property and ensuring it is protected for the future.

Municipal Heritage Committees across Ontario have built positive relationships with owners of designated properties to support them in their conservation efforts and owners value the advice and information committee members and municipal staff provide.

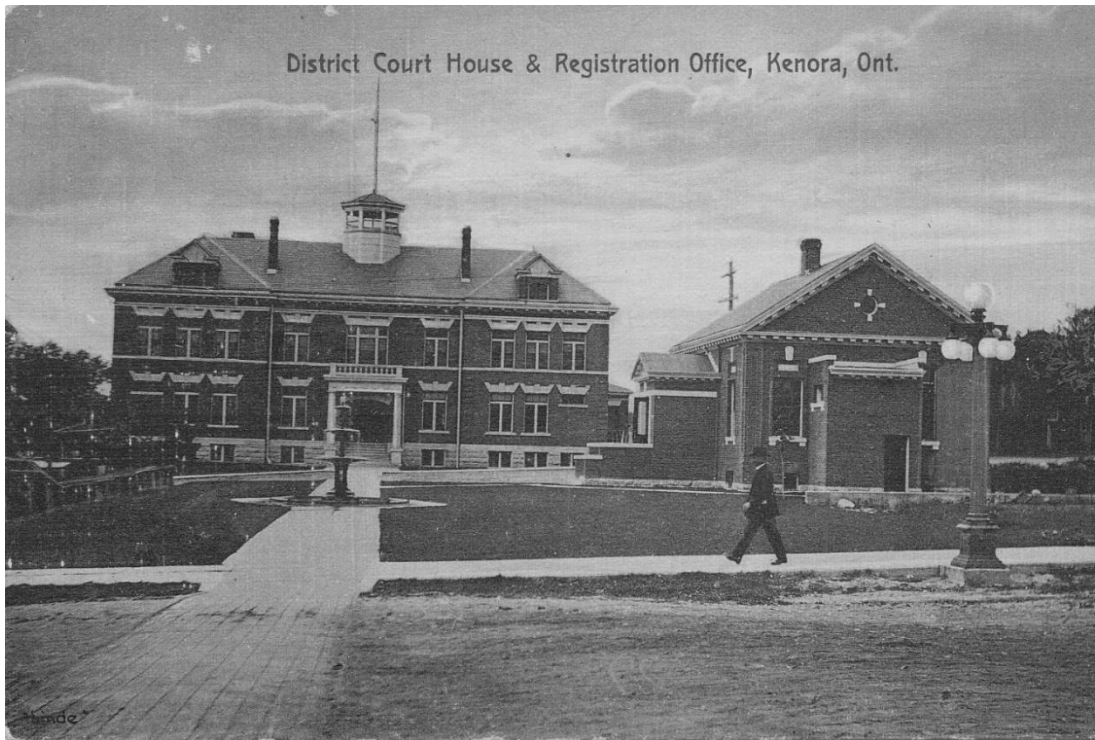
The City is in the unique position of being both the property owner and the decision-making authority. There would be two decision points for Council. The first would be in determining whether or not Council would support a motion to proceed with a Notice of Intention to Designate. If this motion was approved, the second decision point, following the thirty day objection period, would be in passing the designation bylaw.

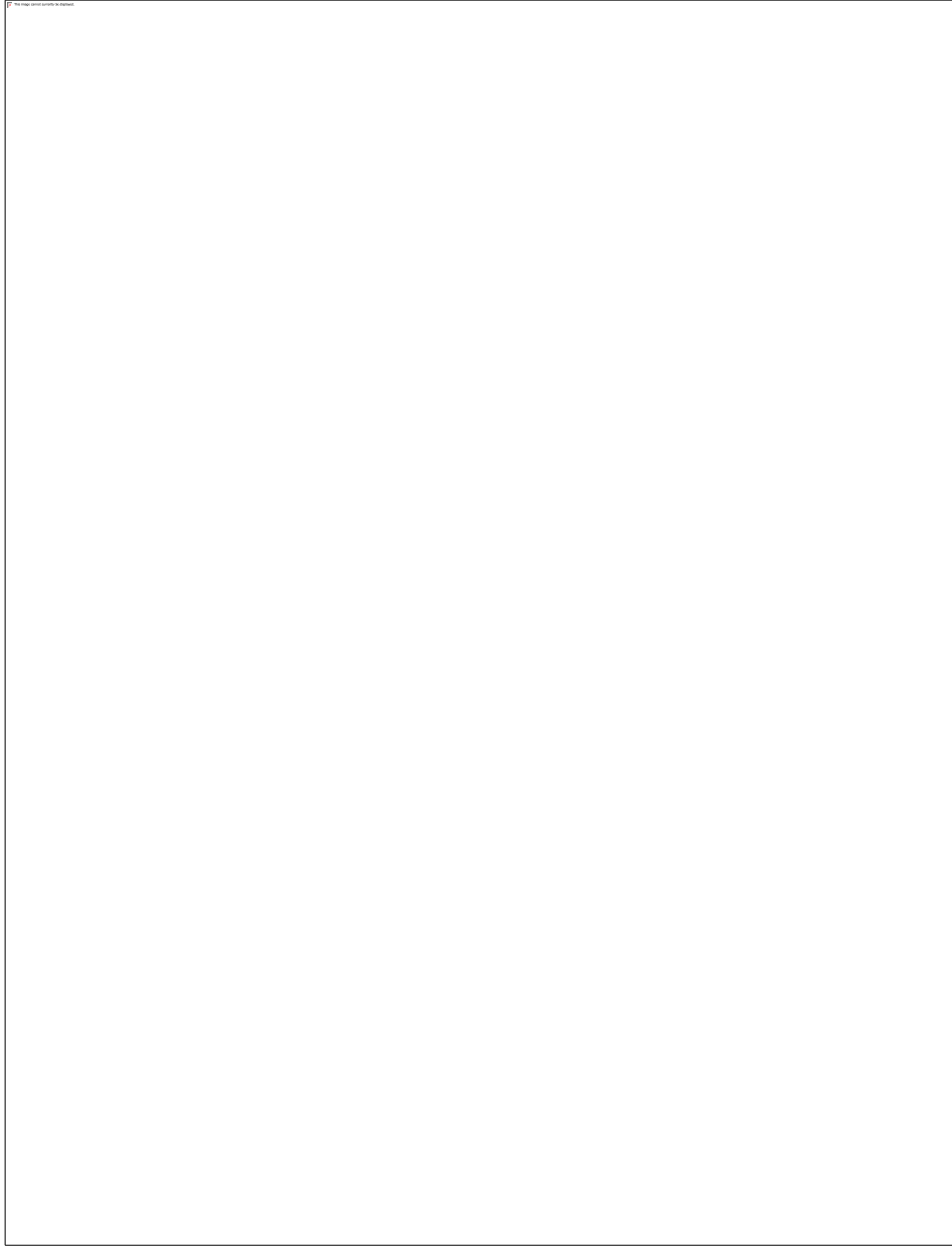
Comments from Staff:

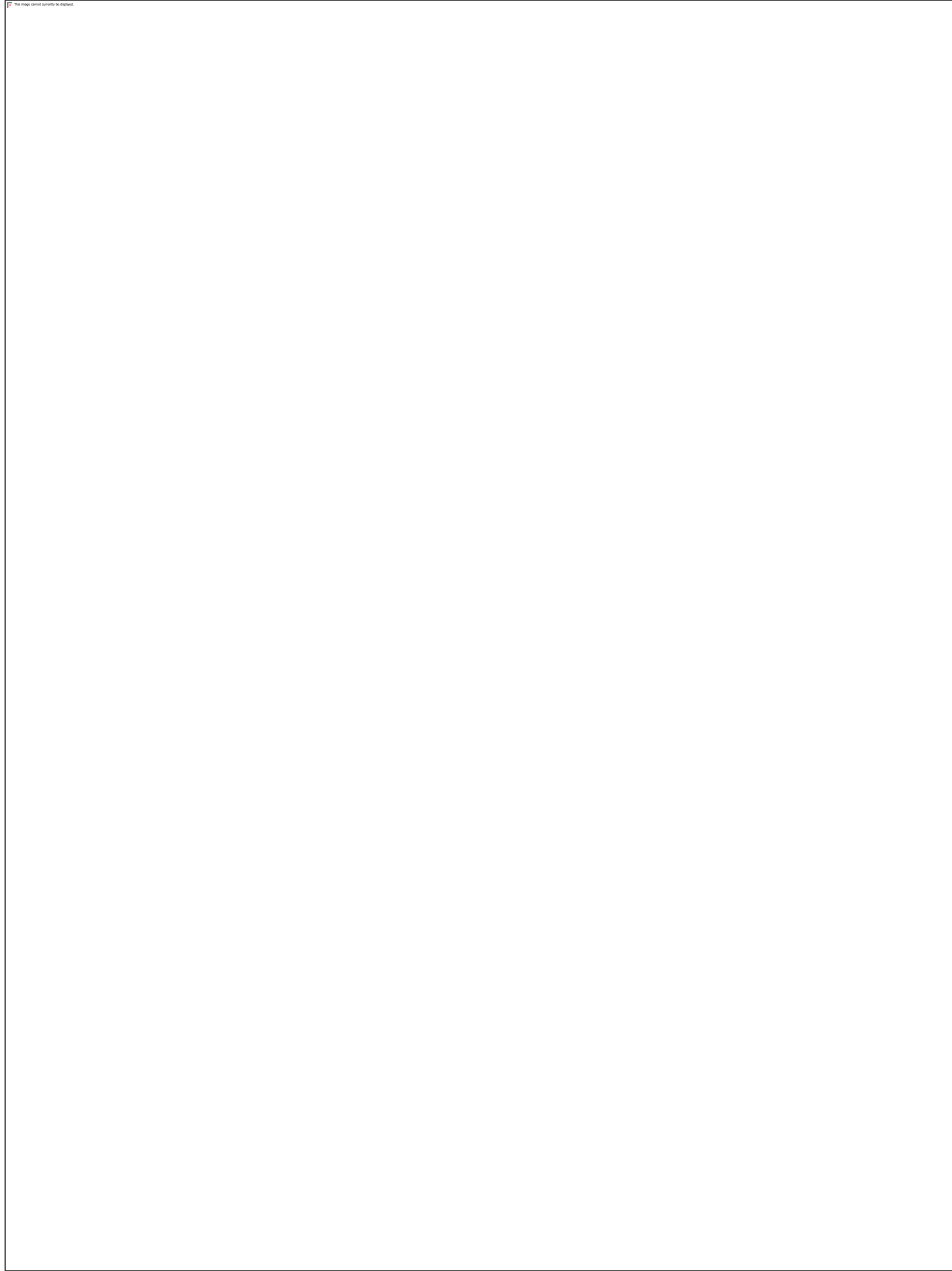
Department Circulated:	Comments:
Planning Department	Property is zoned OS – Open Space and a park is a permitted, and common use of property zoned OS. Downtown or pocket parks are characteristic of urban downtown areas.
Kenora Hydro	No objections as long as this does not impact future works/upgrades to existing underground services.
Operations	The park, as a greenspace is important, as is the heritage value of the cenotaph itself. The designation of the entire park cannot preclude City maintenance/replacement works of the major infrastructure below ground.

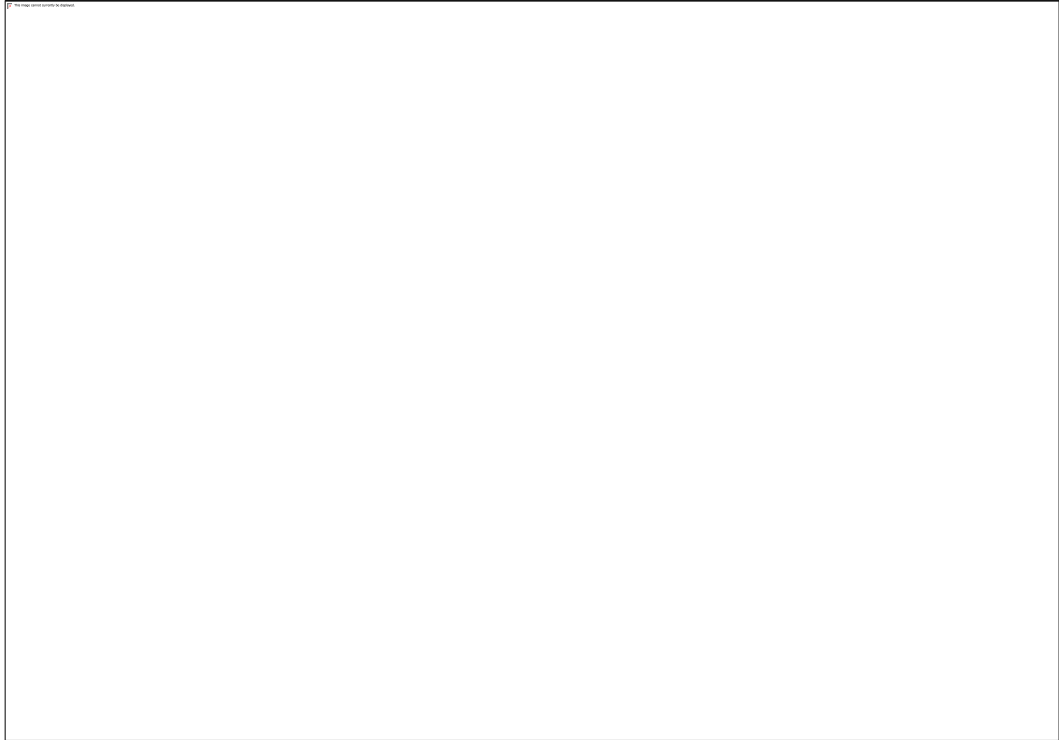
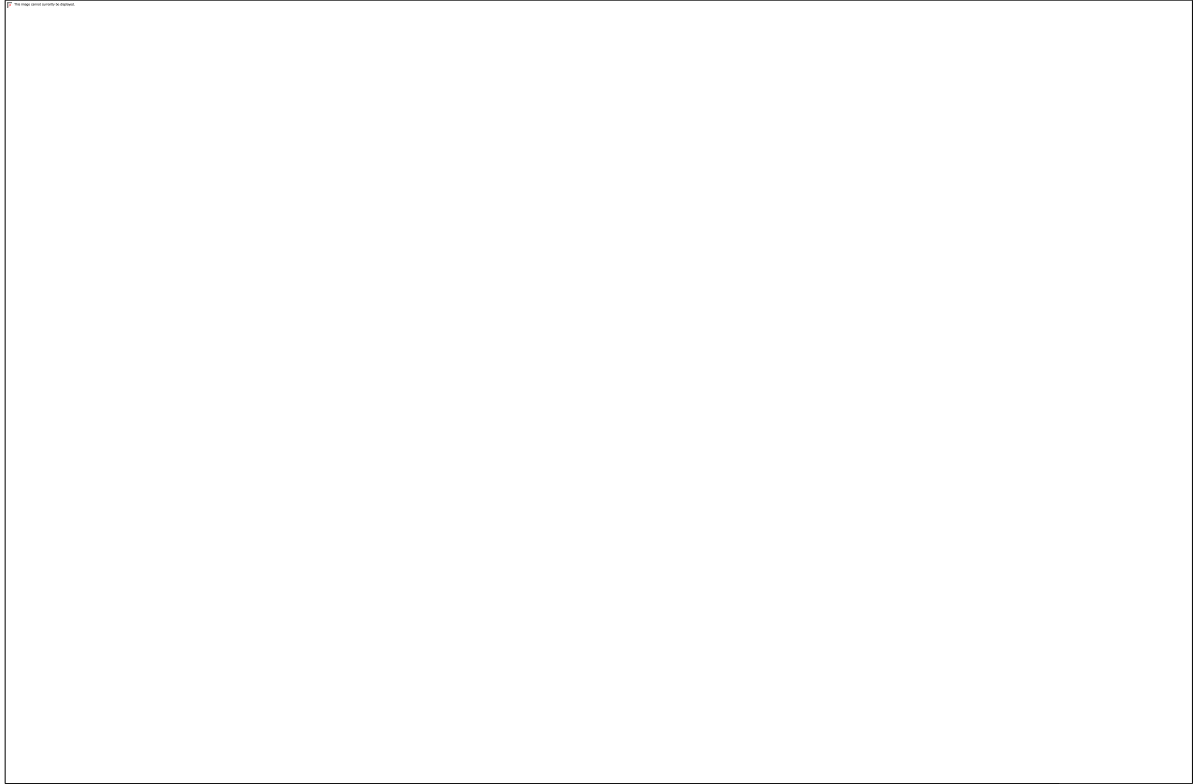
Engineering	<p>The Cenotaph itself is of historical significance, however the trees, planted since the photographs were taken, now obscure both the view of the courthouse and the cenotaph.</p> <p>Cannot constrain maintenance/replacement of sewer and water system ie. if the monument needs to be moved in order to accommodate works ie. a trench, this must be permitted. This is a major utility corridor.</p>
Parks	
CAO	Please refer to report.
Facilities Coordinator	No objections

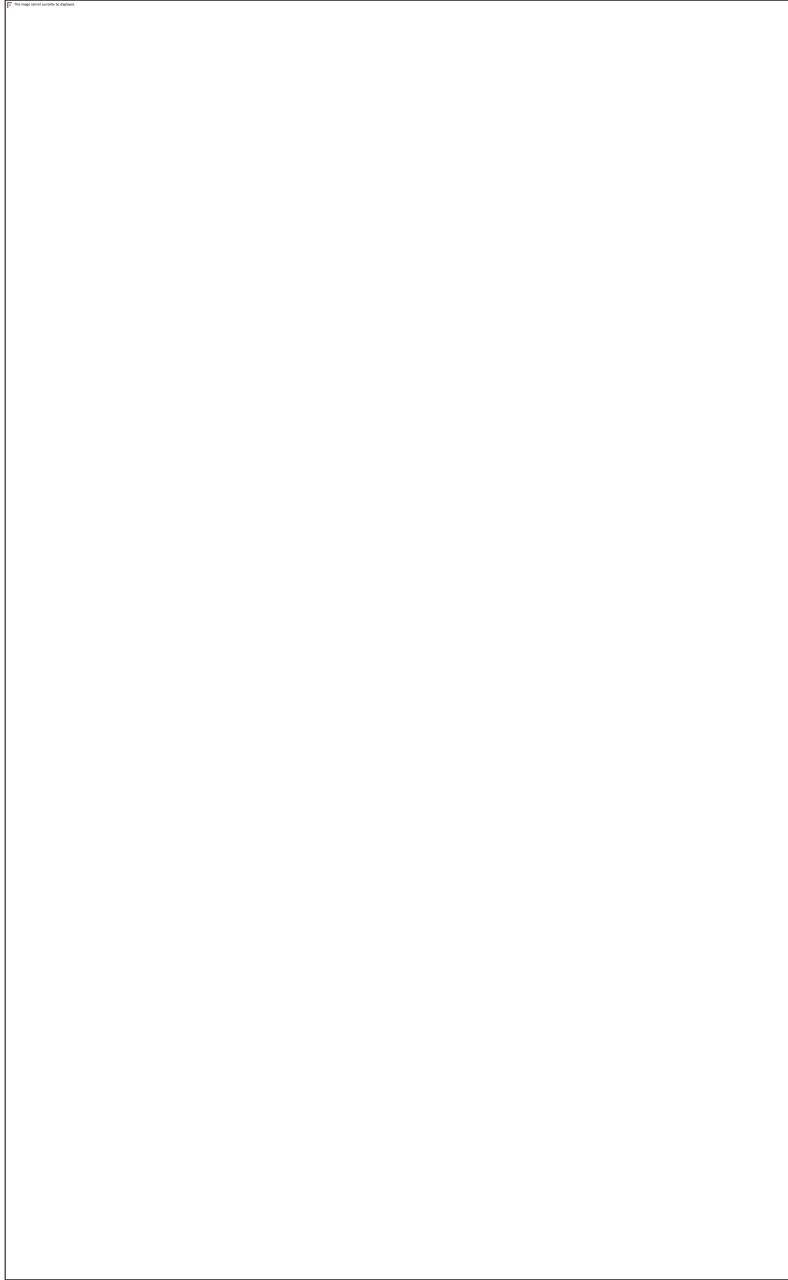
No other comments received, to date.















September 30, 2013

City Council Committee Report

TO: Mayor and Council

FR: Charlotte Caron, Manager of Property and Planning

RE: Muskies on Main Community Art Project

Recommendation:

That Council of the Corporation of the City of Kenora supports the "Muskies on Main" Community Art Project by a) providing a letter of support b) providing a work and storage space at the former Town of Jaffray Melick garage from now until May 30, 2014 (end of creation portion of project) and c) providing space along the Harbourfront greenbelt, Lake of the Woods Plaza, in Memorial Park and outside City Hall for display of the art; and

That Council considers working with an artist to develop a custom muskie, to be placed outside of City Hall when determining the City of Kenora's 2014 budget and that Council also considers the in-kind request of \$1600 for the set up and dismantling of displays in the 2014 budget.

Background:

The Lake of the Woods Art Collective has proposed a community art project which will serve to showcase the works of local and regional artists and community groups. Participation can be by individuals or groups building their own muskie, or ordering a muskie to work on, or by working with an artist to create a made-to-order muskie.

Five requests were made of council:

1. Written approval of the project
2. Storage space
3. Winter work space
4. Liability insurance
5. That Council consider a. making a muskie or b. donating a muskie

The requests will be addressed as follows:

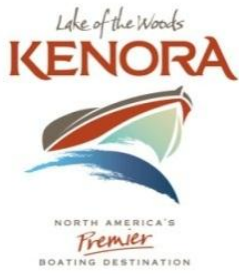
1. Attached to this report is a letter of approval for the project.
2. Council will make available part of the former Town of Jaffray and Melick garage for storage if suitable. The space is City owned and only partially occupied. The space is heated and ventilated and there are washroom facilities.
3. Council will make available part of the former Town of Jaffray and Melick garage for a work space if suitable. The space is City owned and only partially occupied. The space is heated and ventilated and there are washroom facilities.

4. LOWAC will name the City of Kenora as a named insured on its insurance. LOWAC will carry both property and liability insurance.
5. Council will consider making or donating a muskie when the 2014 budget is determined.

In the budget provided there was an in-kind request for \$1600 from the City for the set up and dismantling of displays. This will be considered in the 2014 budget and coordinated through the parks department.

Budget: N/A

Communication Plan/Notice By-law Requirements: Council Agenda, Property and Planning Agenda, Facilities Co-ordinator, Municipal Engineer, Risk Management and Loss Prevention Officer, LOWAC



**City of Kenora
Office of the Mayor**

1 Main St S
Kenora, Ontario
P9N 3X2
Mayor Canfield: 807-467-2018
e-mail: dcanfield@kenora.ca
www.kenora.ca

September 30, 2013

Lake of the Woods Art Community (LOWAC)

Dear Irene and Laurie,

Thank you for your recent presentation to Council. On behalf of the Council of the City of Kenora I am pleased to provide this letter of support for your exciting "Muskie on Main" project. Having a Community based arts project as an opportunity to showcase our local talent and culture while raising money for important charities shows what a vibrant and caring community we are!

Wishing you all the best with this endeavor,

Mayor D. Canfield



September 25, 2013

City Council Committee Report

TO: Mayor and Council

FR: Tara Rickaby, Planning Administrator

RE: Site Plan Agreement – Coker

Recommendation:

That the City of Kenora has entered into a subdivision agreement with Jack Coker on April 15, 2013; and further

That one of the terms to this subdivision agreement identifies that Jack Coker enters into a site plan agreement with the City of Kenora; and further

That the property owners shall be responsible for all costs of registration of said agreement and provide the City of Kenora with proof of such registration; and further

That three readings be given to a by-law authorizing the Mayor and Clerk to enter into such agreement.

Background:

On July 20, 2010, the Kenora Planning Advisory Committee gave draft approval to Jack Coker for a thirteen lot subdivision. The Mayor and Clerk recently entered into the subdivision agreement with Mr. Coker.

The subdivision agreement includes terms for a site plan agreement which is required.

Budget: N/A

Communication Plan/Notice By-law Requirements: Council Agenda, Property owners, Chief Building Official, Clerk, Planning Administrator

SITE PLAN CONTROL AGREEMENT

THIS AGREEMENT made this ____ day of _____, 2013.

BETWEEN :

Jack William Coker
(hereinafter called the "Owner")

OF THE FIRST PART

-and-

THE CORPORATION OF THE CITY OF KENORA
(hereinafter called the "Municipality")

OF THE SECOND PART

WHEREAS the owner represents that it is the registered owner of the lands described as part of the south part of Lot 7, Con 3, Melick, City of Kenora, District of Kenora, hereinafter referred to as the "Lands";

AND WHEREAS the Owner has obtained approval from the Council of the City of Kenora for a thirteen (13) lot subdivision;

AND WHEREAS the Council of the Corporation of the City of Kenora and the Owner have mutually consented to entering an Agreement respecting protected areas for potential fish nursery habitat as to Lots 8, 9 and 13, Plan 23M962 and confirmed fish spawning habitat as to Lots 11 and 12, Plan 23M962;

AND WHEREAS sub-section 10 of Section 41 of the Planning Act, provides for the registration of Agreements on the title of the Lands;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants herein contained and other good and valuable consideration, the parties hereto hereby covenant and agree as follows:

1. Prohibition

The Owner hereby agrees that no development or re-development for uses other than a single family dwelling, boat docks and other permitted accessory uses, takes place on the Lands.

2. Conditions

Unless otherwise approved by the Municipality, the Owner shall develop the Lands in accordance with the site development conditions as set out in this Agreement.

3. Conformity with Site Development Conditions

The Owner further agrees that if any structures, buildings, facilities, services, works or landscaping improvements are constructed or altered on the Lands, they will be constructed in conformity with the site development conditions as follows:

i. There shall be no structures, buildings, landscaping, facilities, services or works to protect fish habitat areas shown on the attached sketch as:

#1 - Lots 8 & 9 - for 10 meters on either side of location indicated as potential nursery habitat

#2 - Lots 11 & 12 - for 20 meters on either side and 20 meters inland as to Lot 11 and for 20 meters on the north side of Lot 12, of location indicated as confirmed spawning habitat

#3 - Lot 13 - for 10 meters on south side of location indicated as potential nursery habitat

Notwithstanding anything else herein contained, approval of the site development shall be deemed to have been given, and the Owner hereby agrees not to undertake any development or re-development or construction of any structures for which a building permit has been issued, unless

this Agreement has been executed by the registered Owner and Encumbrancer of the Lands and has been registered on the title to the Lands.

4. Construction

The Owner shall undertake all construction activity on the Lands in such a manner so as not to negatively impact the fish nursery habitat and confirmed fish spawning habitat on Lots 8, 9, 11, 12 and 13, Plan 23M962.

5. Building or Demolition Permits

Notwithstanding the provisions of this Agreement, the Owner and the Encumbrancer hereby acknowledge that the Municipality is not obligated to issue any building permits or demolition permits or grant any other permits or consents with respect to any development or re-development on the Lands unless:

- a. all federal, provincial and municipal statutes, regulations, by-laws, ordinances, orders and requirements have been complied with;
- b. any other agreements with any other governmental body or agency are not in default; and
- c. all property taxes with respect to the Lands have been paid in full.

In the event the development or re-development of the Lands herein contemplated requires any other municipal or other governmental approvals, including but not limiting the generality of the foregoing, a building permit, a permit for access, ingress or egress, approvals pursuant to the provisions of the Environmental Assessment Act, (as amended) or the Environmental Protection Act (as amended), Transport Canada, Department of Fisheries and Oceans or the approval of any other governmental body or agency, then in such event the Owner hereby agrees not to commence any work on the Lands or demolish or alter any structures on the Lands unless all such approvals, permits or rezoning have been obtained.

7. Limitation to Development

In the event the site development conditions set out in Section 3 of this Agreement do not provide sufficient detail with respect to the fish habitat, the Owner shall construct the works in such a fashion as may be required in writing by the Municipality.

8. Costs

The Owner shall pay to the Municipality, forthwith upon demand, all costs and expenses incurred by the Municipality, whether directly or indirectly, in connection with this Agreement. Without limiting the generality of the foregoing, such costs and expenses shall include a charge for the processing of the Site Plan Agreement by the Municipality, and all legal, surveying and engineering costs and the costs of any consultants retained by the Municipality incurred in connection with this Agreement.

9. Owner's Expense

The Owner acknowledges that where this Agreement obliges the Owner to perform any work or do anything, it is done at the Owner's expense and not at the Municipality's expense.

10. Registration

The Owner and Encumbrancer hereby consent to the registration of this Agreement on the title of the Lands.

11. Acknowledgment by Encumbrancer

The Encumbrancer hereby acknowledges that it is aware of all of the terms, covenants and conditions contained in this Agreement and agrees to be bound by such terms, covenants and conditions in the event that it should obtain control, possession or equitable ownership of the Lands.

12. Indemnification by Owner

The Owner shall indemnify and save harmless the Municipality against all actions, causes of actions, suits, claims and demands whatsoever which may arise directly or indirectly by reason of this Agreement or the Owner undertaking the development or re-development herein referred to, or using the lands for the purposes provided for in accordance with this Agreement.

13. Right of Entry

The Owner covenants and agrees with the Municipality to grant and hereby grants to the Municipality or its authorized representatives the right to enter upon the Lands or any part thereof in order to ascertain whether or not the provisions of this Agreement have been complied with in full.

14. Default

In the event of any default by the Owner pursuant to any of the terms of this Agreement, in addition to any other remedies available to the Municipality and without any limitation thereof, the Municipality may:

- I. undertake or complete any obligation of the Owner hereunder;
- ii. enter upon the Lands through its servants or agents;
- iii. issue a stop work order with respect to any further development, re-development or work upon the Lands;
- iv. recover from the Owner all costs and expenses incurred by the Municipality whether directly or indirectly, with respect to the default or the remedy thereof, and collect such costs and expenses in like manner as municipal taxes, and
- v. Initiate legal proceedings for contravention of any part of this Agreement pursuant to the provisions of Section 67 of the Planning Act RSO 1990, cP13, as amended.

15. Drainage

The Owner shall not take any action or cause any work to be done that will adversely affect drainage from or onto properties adjoining the Lands, and the owner shall with the prior approval of the Municipality, at the Owner's expense, construct such drainage works as may be required. Notwithstanding the aforesaid, the Owner shall indemnify and save harmless the Municipality with respect to drainage from or onto lands adjoining the Lands as a result of the development or re-development hereby contemplated and the construction of any works, facilities or structures on the Lands.

16. Successors and Assigns

The parties hereto hereby covenant and agree that this Agreement shall be binding upon them, their respective heirs, executors, administrators, successors and assigns.

Upon the Owner having sold the lands, the Owner identified in this Agreement shall there upon cease to be liable for the obligations hereof provided that such purchaser shall have assumed the obligations of the Owner hereof. It is the intent of this Agreement that the Owner upon succession of title shall be liable for the obligations hereunder only during the term of the ownership.

17. Invalidity

If a Court of competent jurisdiction should declare any section or part of a section of this Agreement to be invalid or unenforceable, such section or part of a section shall not be construed as being an integral part of this Agreement or having persuaded or influenced a party to this Agreement to execute the same, and it is hereby agreed that the remainder of the Agreement shall be valid and in full force and effect.

18. Interpretation

In construing this Agreement, words in the singular shall include the plural and vice versa and words importing the masculine shall include the feminine, and neuter and vice versa, and words importing persons shall include corporations and vice versa. In the event of any conflict or ambiguity in the Site Plan Agreement, the decision of the Clerk of the Municipality shall be final and binding. In the event of conflict between the main body of this Agreement and the Schedules attached hereto, the provisions in the schedules attached hereto shall apply.

19. Notice

All notices, demands or requests provided for or permitted to be given pursuant to this Agreement shall be made in writing as follows:

- a. If made to the Municipality, shall be addressed to The Clerk, City of Kenora
- b. If made to the Owner and Encumbrancer at their respective designated addresses for service shown on the Document General attached to this Agreement in the Registry Office in which this Agreement is registered.

All notices, demands or requests shall be deemed to have been properly given if delivered personally or sent by prepaid and registered mail, return receipt requested. If notice is given by mail, the same shall be effective five (5) business days of being deposited with the post office, or upon proof of delivery by return receipt. However, in the event of the interruption of postal services, the notice shall not be deemed to have been given during such period of interruption, unless the notice has been actually received.

SIGNED, SEALED AND DELIVERED

)
)
) **The Corporation of the City of Kenora**
)

) Per: _____
) Name:
) Title:

) Per: _____
) Name:
) Title:

) We have authority to bind the corporation

)
)
)
) _____
) Jack William Coker
)
)

