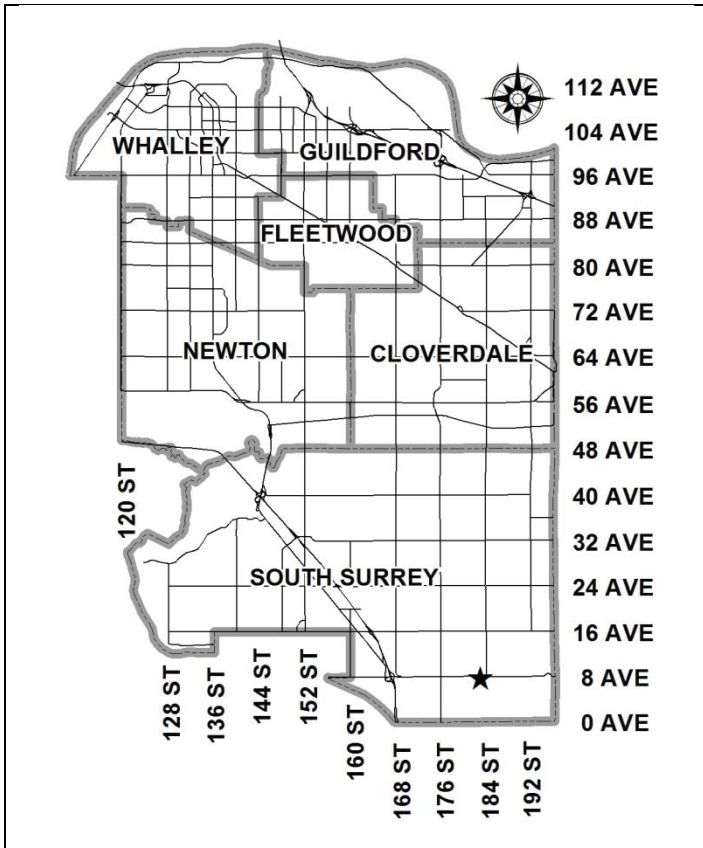


City of Surrey  
**PLANNING & DEVELOPMENT REPORT**

File: 7916-0645-00

Planning Report Date: June 26, 2017



**PROPOSAL:**

- **Liquor License Amendment**

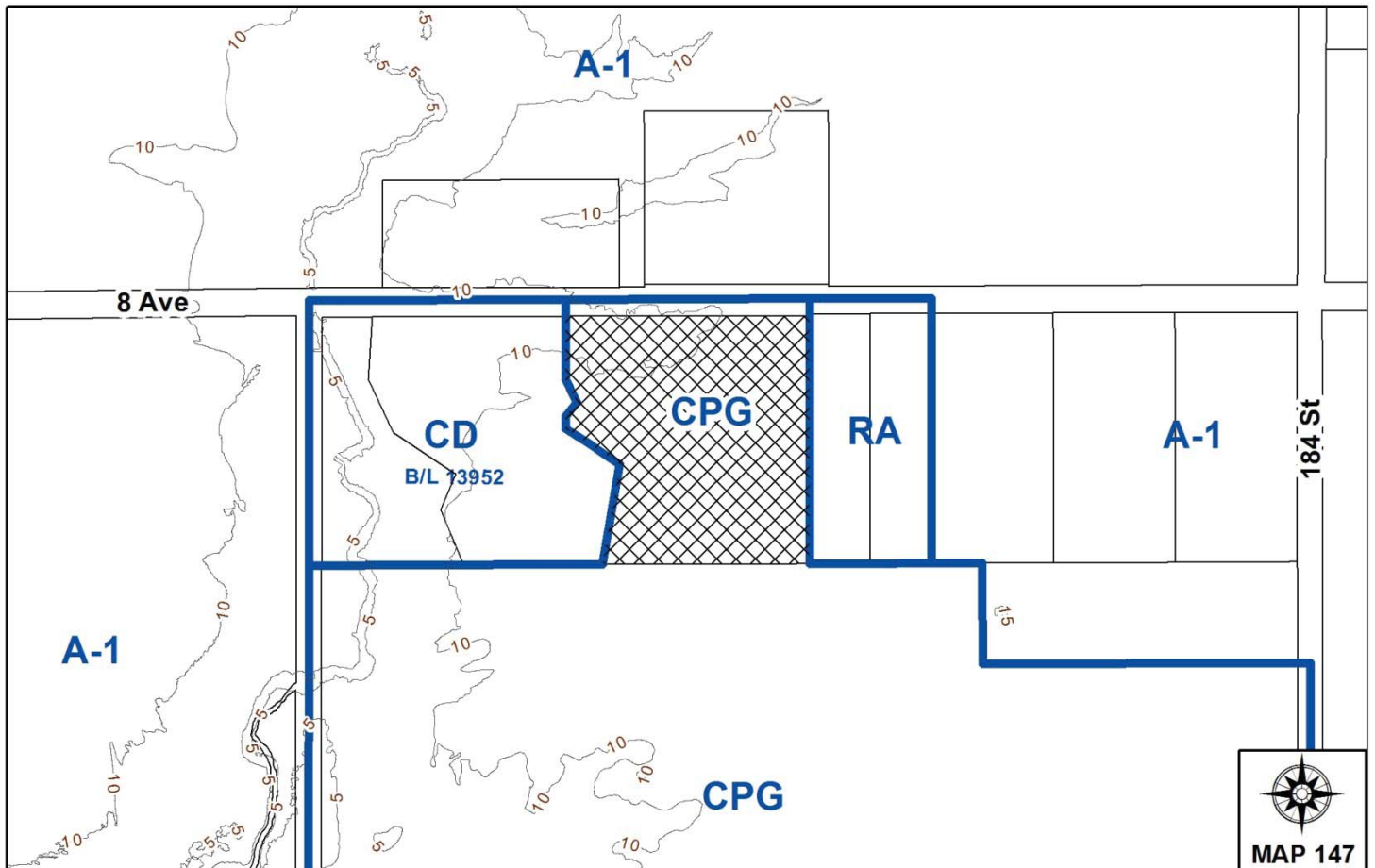
to allow patron participation entertainment (private functions) for an existing food primary licensed establishment.

**LOCATION:** 18150 - 8 Avenue

**OWNER:** Hazelmere Golf and Tennis Club Ltd.

**ZONING:** CPG

**OCP DESIGNATION:** Agricultural



### RECOMMENDATION SUMMARY

- Approval of the proposed liquor license amendment to proceed to Public Notification.

### DEVIATION FROM PLANS, POLICIES OR REGULATIONS

- None.

### RATIONALE OF RECOMMENDATION

- The business has a valid Food Primary License and currently operates from 11:00 am to 1:00 am, Monday to Saturday, and 11:00 am to midnight on Sundays.
- The proposal complies with the Liquor Control & Licensing Branch for hours of patron participation entertainment to end at midnight.
- The business currently operates with live and pre-recorded music (license for special events), but does not allow patrons to dance and sing to the music. This amendment would allow patrons to dance and sing to the music being played, but would be restricted to private functions and pre-booked events, such as weddings, retirement parties, anniversaries, birthdays and corporate events.
- No significant changes are proposed to the operation of the establishment. The proposed addition of patron participation entertainment is not expected to negatively impact the neighbourhood.
- In accordance with City Policy No. M-25, as a condition of their business license, food primary licenses with patron participation endorsement are required to enter into a Good Neighbour Agreement, and therefore any neighbourhood concerns can be addressed.
- The RCMP, the Fire Department and By-Laws and Licensing Division have no concerns with the proposal.
- Without the proposed liquor license amendment application, patrons would not be permitted to dance or sing to music and any attempt to do so would be in contravention of the applicant's liquor license.

RECOMMENDATION

1. The Planning & Development Department recommends that Council approve the following proposed amendment to food primary liquor license to proceed to Public Notification:
  - (a) The addition of patron participation entertainment, restricted to private functions.
2. Council instruct staff to resolve the following issue prior to final approval:
  - (a) Execution of a Good Neighbour Agreement (Appendix III) with the City.

REFERRALS

Engineering:	The Engineering Department has no objection to the project.
Surrey RCMP:	No concerns.
Surrey Fire Department:	No concerns.
Surrey By-laws & Licensing Services:	No concerns.

SITE CHARACTERISTICSExisting Land Use:Adjacent Area:

Direction	Existing Use	OCP Designation	Existing Zone
North (Across 8 Avenue):	Hall's Prairie Elementary School and a farm.	Agricultural	A-1
East:	Single family dwelling.	Agricultural	RA
South:	Hazelmere Golf Course.	Agricultural	CPG
West:	42 duplex-style townhouse units.	Urban	CD (By-law No. 13952)

DEVELOPMENT CONSIDERATIONSBackground and proposal

- The 3.5 hectare (8.6 acre) subject site is located at 18150 – 8 Avenue and is designated Agricultural in the Official Community Plan (OCP).

- The property contains three (3) buildings:
  - a large clubhouse building, containing two banquet rooms, dining room and a lounge;
  - an indoor tennis building; and
  - a golf building containing a retail pro shop, locker rooms and a fitness room.
- The subject development application pertains to the club house building only.
- The site has a Food Primary License (#030460), which covers a portion of the lounge, the dining room and dining room patio, the holding lounge, the two banquet rooms and the large banquet room patio. The hours of operation are 11 am to 1 am Monday to Saturday, and 11 am to midnight on Sundays. The license is for the sale and consumption of all types of liquor, with a primary focus on service of food.
- The total licensed capacity of the Food Primary License is 910 (769 patrons indoors and 141 on the outdoor patios). No changes are proposed for the capacity.
- The applicant is currently licensed for non-patron participation entertainment, which includes pre-recorded music and live bands, but does not allow patrons to dance or sing.
- Patron Participation Entertainment, as defined by the Guide for Liquor Licensees in British Columbia, refers to entertainment that patrons may participate in, such as karaoke or "dine and dance".
- The current application proposes the addition of patron-participation entertainment, in the form of dancing and singing to live and pre-recorded music. Patron participation is proposed to be limited to private functions and pre-booked events, such as weddings, retirement parties, anniversaries, birthdays, corporate events, etc.

#### Applicant's Rationale

- The nature of the establishment is such that no additional noise impact is expected on the community as a result of the patron participation and the establishment will not operate contrary to its primary purpose as a food primary licensed establishment.
- The activities that are proposed to be added, such as dancing, are already occurring at functions that are hosted at this facility. The purpose of the subject liquor license amendment application is to legitimize those activities.
- The patron participation will end at midnight, as stated by the Liquor Control and Licensing Branch (LCLB).
- Hazelmere Golf and Tennis Club has a positive record with the LCLB, the City of Surrey and the RCMP.
- No significant changes are proposed to the operation of the establishment. Music is already being played, and this application will formally allow patrons to dance and sing to the music at private and pre-booked events.

### Liquor License Amendment

- The Liquor Control and Licensing Branch (LCLB) has established procedures for Food Primary liquor licensed establishments seeking to provide entertainment in addition to food and beverage service.
- The LCLB distinguishes between two types of entertainment; patron non-participation entertainment, including DJ's, musicians, small bands etc., and patron participation entertainment, including karaoke and dancing etc.
- Both patron non-participation entertainment and patron participation entertainment require LCLB approval of an entertainment endorsement to the Food Primary liquor license.
- Patron non-participation entertainment can be approved by the LCLB without local government endorsement. Patron participation entertainment, on the other hand, must be endorsed by the local government.
- The LCLB also requires that Council comment on how the site satisfies a specified list of criteria to ensure that adequate consideration has been given to the application by the local government. The analysis of the three criteria for this site is provided as follows:

#### *a) Potential for Noise*

- The subject site is located adjacent to Hazelmere Village, which contains 42 duplex-style townhouse units. The closest dwelling to the clubhouse is approximately 14 metres (46 ft.) away from the closest room where the proposed activities would occur. The hours of operation are not proposed to be changed.
- The original Disclosure Statement provided to purchasers in the Hazelmere Village development to the west of the subject site contains a clause (Section 7.5) which states that "the Subdivision adjoins the Hazelmere Golf and Tennis Club. Purchasers should be aware of golf course operations, including noise from maintenance equipment, golfers, clubhouse activities, and traffic."
- The business is currently licensed to have live and pre-recorded music, but without patron participation. This application will add dancing and singing, restricted to private functions only (not open to the general public). Therefore, an increase in the noise levels is not expected.
- The applicant has agreed to enter into a Good Neighbour Agreement with the City that will address any noise concerns from the establishment or from the patrons entering and exiting the establishment.
- It is not anticipated that the neighbouring properties will be adversely impacted by any noise resulting from the proposed addition of patron participation entertainment.

b) *Impact on the Community*

- As outlined above, the closest dwelling to the club house is approximately 14 metres (46 ft.) away. The hours of operation are not proposed to be changed.
- The RCMP and Surrey By-laws and Licensing Services have no concerns with the proposed liquor license amendment.
- The addition of patron participation in the form of dancing and singing is not expected to adversely impact the neighbouring properties. Patron participation will be restricted to private functions and pre-booked events, such as weddings, retirement parties, anniversaries, birthdays and corporate events.

c) *Operation of the Establishment*

- The main purpose of the restaurant (food primary license) is to provide food service. The addition of patron participation entertainment in the form of dancing and singing is not expected to change the overall market focus, and therefore, will not result in the establishment being operated in a manner that is contrary to its primary purpose.

### PRE-NOTIFICATION

Pre-notification letters were sent on January 23 and January 30, 2017 to 40 households within 100 metres (328 ft.) of the subject site. Staff received three (3) emails and one (1) phone call from adjacent residents expressing concerns. Staff comments are provided below in italics.

Several residents of the Hazelmere Village townhouse development to the immediate (adjacent) west of the subject site are concerned with the existing level of noise generated during events at the clubhouse and do not support the addition of patron participation at Hazelmere unless the clubhouse is upgraded to reduce the existing noise levels through such means as the installation of air conditioning (to reduce the need to open windows and doors for ventilation) and the relocation of the music and dance floor to the opposite end of the banquet room (away from the residential dwellings).

*(Staff encouraged the applicant to retain an Acoustical Consultant to assess what, if any, building upgrades could be undertaken to improve the level of noise generated during events at the clubhouse. The applicant does not feel that building upgrades are warranted as the patron participation endorsement will not change how their business currently operates (noise levels will not increase). No changes are proposed to the current operational practices at the Hazelmere Golf and Tennis Club. The applicant advises that they attempt to limit noise from their operations as much as possible, in the following ways:*

*During evening events such as weddings, noise levels are monitored and logged with a decibel meter every 60 minutes starting at 10:00 pm until the end of the event. Noise readings are taken as close as possible to the Hazelmere Village property line.*

*All exterior doors are closed at 11:00 pm.*

*The original Disclosure Statement provided to purchasers in the Hazelmere Village development to the west of the subject site contains a clause (Section 7.5) which states that "the Subdivision adjoins the Hazelmere Golf and Tennis Club. Purchasers should be aware of golf course operations, including noise from maintenance equipment, golfers, clubhouse activities, and traffic."*

## CONCLUSION

- Patron non-participation entertainment is currently provided at Hazelmere Golf and Tennis Club. The proposal is only to permit dancing within the establishment and to allow patrons to sing along to the music. No other types of patron participation entertainment (e.g. karaoke) are proposed.
- The proposal for patron participation is restricted to private functions and pre-booked events, such as weddings, retirement parties, anniversaries, birthdays and corporate events.
- As no significant changes are proposed to the operation of the establishment, the proposed addition of patron participation entertainment is not expected to negatively impact the neighbourhood.
- The applicant has agreed to enter into a Good Neighbour Agreement with the City that will address any neighbourhood concerns.
- Based on the above, staff is of the view that there is sufficient merit to the proposal, and accordingly, recommends that Council allow the application to proceed to Public Notification.

## INFORMATION ATTACHED TO THIS REPORT

The following information is attached to this Report:

Appendix I.	Lot Owners, Action Summary and Project Data Sheets
Appendix II.	Location Map
Appendix III.	Good Neighbour Agreement

*original signed by Ron Hintsche*

Jean Lamontagne  
General Manager  
Planning and Development

TH/da

Information for City Clerk

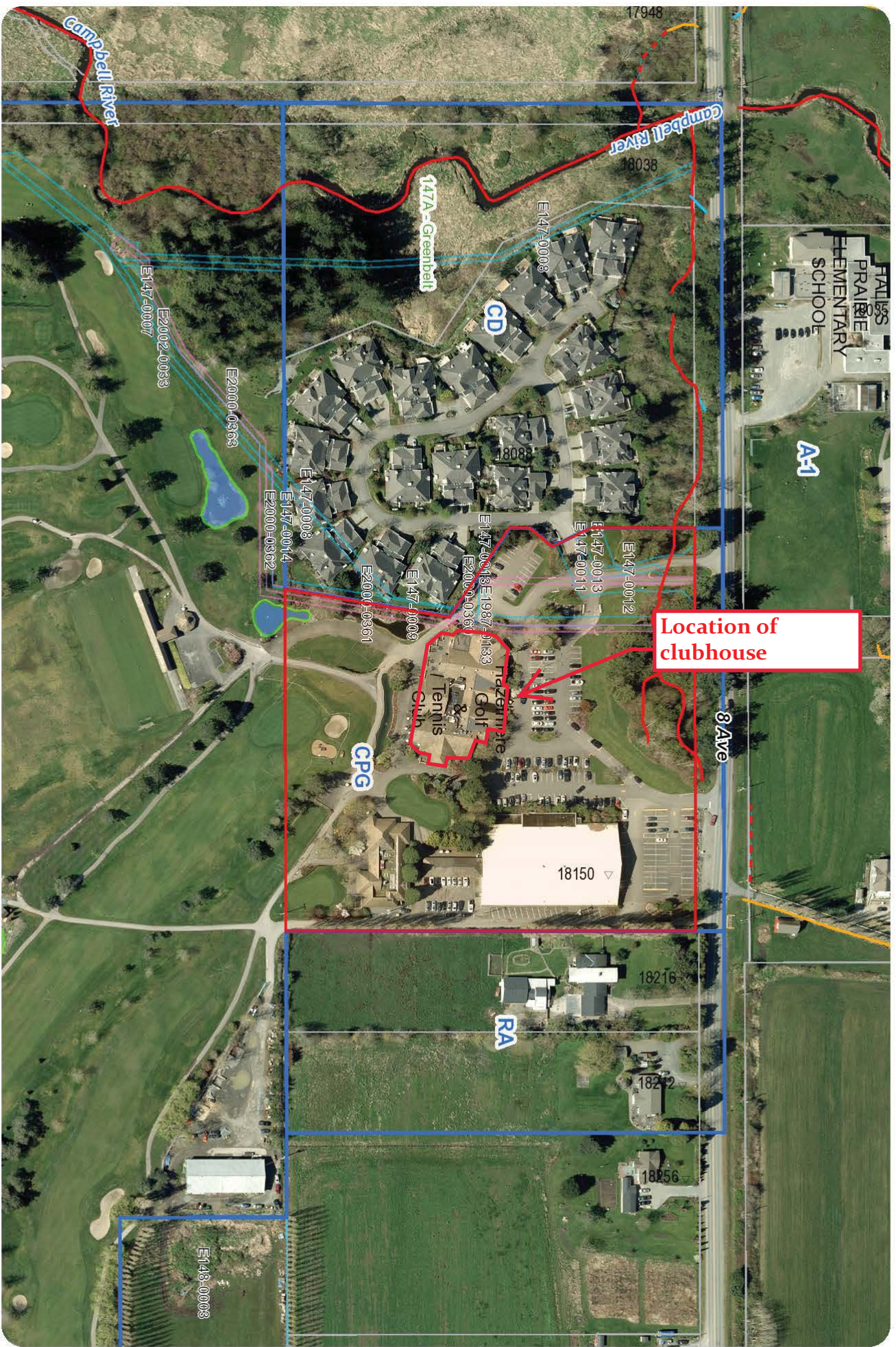
Legal Description and Owners of all lots that form part of the application:

- 1. (a) Agent: Name: Steven Stew  
SCS Consulting Corp.  
Address: 17267 - 24 Avenue  
Surrey, BC V3Z 0A3
  
- 2. Properties involved in the Application
  - (a) Civic Address: 18150 - 8 Avenue
  
  - (b) Civic Address: 18150 - 8 Avenue  
Owner: Hazelmere Golf and Tennis Club Ltd.  
PID: 024-922-811  
Lot 3 Section 27 Block 1 North Range 1 East New Westminster District Plan LMP48416
  
- 3. Summary of Actions for City Clerk's Office
  - (a) Proceed with Public Notification to solicit public opinion with respect to a liquor license amendment.





# City of Surrey Mapping Online System



Enter Map Description

The data provided is compiled from various sources and is NOT warranted as to its accuracy or sufficiency by the City of Surrey. This information is provided for information and convenience purposes only. Lot sizes, legal descriptions and encumbrances must be confirmed at the Land Title Office. Use and distribution of this map is subject to all copyright and disclaimer notices at cosmos.surrey.ca

Scale: 1:2,502



Map created on: 2017-06-21



CITY OF SURREY  
GOOD NEIGHBOUR AGREEMENT

BETWEEN:

HAZELMERE GOLF AND TENNIS CLUB LTD.  
(the "Owner")

AND:

CITY OF SURREY  
(the "City")

WHEREAS the City and the Owner of the club house located at 18150 - 8 Avenue (the "Licensed Establishment") (collectively the "Parties"), recognize that all food primary liquor license establishments with patron participation have a civic responsibility, beyond the requirements of the *Liquor Control and Licensing Act*, to control the conduct of their patrons;

AND WHEREAS the Owner wishes to demonstrate to the citizens of Surrey its desire to be a responsible corporate citizen;

AND WHEREAS the Parties wish to promote Surrey as a vibrant, safe and attractive community for the enjoyment of everyone, including residents, visitors, businesses and their workers.

NOW THEREFORE the Owner agrees with the City to enter into this Good Neighbour Agreement, the terms and conditions of which follow:

1. **Noise and Disorder**

- (a) The Owner acknowledges its responsibility not to violate Surrey Noise Control Bylaw, 1982, No. 7044, as amended;
- (b) The Owner shall train and assign staff to monitor the activity of patrons in areas outside of the Licensed Establishment to promote the orderly dispersal of patrons, and to discourage patrons from engaging in behaviour that may disturb the peace, quiet and enjoyment of the neighbourhood;
- (c) The Owner shall monitor and log noise levels with a decibel meter every 60 minutes, beginning at 10:00 pm until the end of any private event;
- (d) The Owner endeavors to ensure that all exterior doors are closed at 11:00 pm.
- (e) The Owner undertakes to take commercially reasonable measures to ensure disturbances are prevented. Examples of reasonable measures include installing adequate lighting outside the Licensed Establishment and in the parking lot, supervising parking areas, making structural changes to allow indoor line-up areas,

and posting signs at the exit doors asking the patrons not to disturb the neighbours;

- (f) In those instances where patrons are lining up on the public sidewalks the Owner shall ensure that the patrons are lined up in an orderly fashion allowing for the free flow of pedestrians along the sidewalk, not blocking laneways or driveways and not spilling onto the roadway; and
- (g) In cases where the presence of employees does not facilitate an orderly dispersal of patrons, the Owner shall contact the RCMP to request assistance in dealing with any persons or crowds.

## 2. **Criminal Activity**

- (a) The Owner shall not tolerate any criminal activity within the Licensed Establishment; and
- (b) The Owner shall make commercially reasonable effort to scrutinize patrons as they enter the building to ensure that no items of contraband, including weapons and controlled substances, are brought onto the premises.

## 3. **Minors**

- (a) The Owner shall not serve alcohol to any person under the age of 19 years of age; and
- (b) The Owner shall check two pieces of identification when verifying that a customer is at least 19 years of age, one piece of which must be picture identification and may be a driver's licence, a government identification card or a passport.

## 4. **Sale and Consumption of Alcohol**

- (a) While it is recognized that there may be occasional price reductions or promotions for specific alcoholic beverages, the Owner shall offer no deep discounts (i.e., "cheap drinks") or across-the-board discounts;
- (b) When offering price reductions and promotions, the Owner shall be particularly mindful of its legal obligation to refuse service to persons who may, based on appearance or amount of alcohol consumed, be intoxicated; and
- (c) The Owner shall not allow patrons to carry or consume open beverages in areas that are not licensed for such purposes, including areas outside of the Licensed Establishment.

5. **Hours of Operation and Liquor Service**

- (a) The Owner shall not allow the service of alcohol to extend beyond 12:00 am Sunday, 1:00 am on Monday through Saturday and the service of liquor must at all times be done in accordance with the terms and conditions of the Liquor Control and Licensing Branch;
- (b) The Owner shall be permitted an extra 30 minutes to clear the Licensed Establishment at the time of closing in order to facilitate the orderly dispersal of patrons; and
- (c) The Owner shall not allow patrons to enter the Licensed Establishment after liquor service ceases under any circumstances.

6. **On-Duty Employees**

- (a) The Owner shall ensure that each on-duty employee of the Licensed Establishment is clearly identified; and
- (b) The Owner shall ensure that the on-duty manager of the Licensed Establishment maintains a list showing the full identification of each on-duty employee, and shall make the list available to the Officer In Charge of the RCMP on request.

7. **Cleanliness**

- (a) The Owner shall assign staff to inspect the outside of the Licensed Establishment to ensure that there is no litter, garbage, broken glass or other foreign objects; and
- (b) The Owner shall undertake to remove, as soon as is practical, any graffiti from the building's exterior.

8. **Safety**

- (a) The Owner shall ensure the occupant load sign is visibly posted near the entrance to ensure overcrowding does not take place.

9. **Other Agencies and Programs**

- (a) The Owner agrees to work with the City and its departments, including the RCMP and Fire Department, to resolve any concerns that arise with respect to the operation of the Licensed Establishment;

- (b) The Owner agrees to attend a formal meeting, as and when required by the City, with the City and the RCMP to discuss issues and concerns;
- (c) The Owner shall demonstrate complete support for the RCMP and its members;
- (d) When incidents occur which require RCMP involvement, the Owner shall ensure that all personnel of the Licensed Establishment cooperate fully with RCMP members and do not impede or obstruct members in performing their duties;
- (e) The Owner shall accommodate programs which aim to eliminate occurrences of drinking and driving;
- (f) The Owner shall make a free telephone available to patrons for the purpose of contacting a taxi or arranging other transportation from the Licensed Establishment; and
- (g) The Owner shall provide non-alcoholic beverages at prices which are below those set for alcoholic beverages.

10. **Amendment and Transferability**

- (a) Any proposed changes to the terms of this Good Neighbour Agreement shall be discussed and resolved among the Parties; and
- (b) The Owner shall make the continuation of this Good Neighbour Agreement a condition of any sale, lease or transfer of all or part of the Licensed Establishment.

11. **Enforcement**

- (a) Any failure on the part of the Owner to comply with the terms outlined herein may be brought to the attention of City Council and Council may suspend the owner's business license for the Licensed Establishment, prohibit "patron participation" otherwise permitted under the liquor licence, or impose additional terms and conditions; and
- (b) Nothing contained or implied in this Good Neighbour Agreement shall prejudice or affect the City's rights and authorities in the exercise of its functions pursuant to the *Community Charter* and *Local Government Act*, as amended, and the rights and powers of the City and the RCMP under provincial and federal statutes and regulations, and City bylaws.

Executed the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_ in Surrey, British Columbia,

**Owner** )

)

\_\_\_\_\_ )

Signature )

)

\_\_\_\_\_ )

Name (*please print*) )

)

\_\_\_\_\_ )

**City of Surrey** )

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\_\_\_\_\_ )

Mayor Linda Hepner )

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