

City of Kelowna

Regular Council Meeting

AGENDA



Monday, February 1, 2016
1:30 pm
Council Chamber
City Hall, 1435 Water Street

Pages

1. Call to Order

This meeting is open to the public and all representations to Council form part of the public record. A live audio feed is being broadcast and recorded by CastaNet and a delayed broadcast is shown on Shaw Cable.

2. Confirmation of Minutes

4 - 13

PM Meeting - January 25, 2016

3. Development Application Reports & Related Bylaws

3.1 1750 Pier Mac Way, DP16-0008 - 0942484 BC Ltd.

14 - 39

Mayor to invite the Applicant, or Applicant's Representative to come forward.

To consider a Staff recommendation to NOT issue a Development Permit for the form and Character addition of a Tim Horton's drive-thru in the Airport Village commercial development.

3.2 2115 Rutland Road, 175 Old Vernon Road & 219 Old Vernon Road, A15-0013 - Bikar Johal

40 - 90

To support an application to the Agricultural Land Commission for exclusion for the portions of the subject properties orphaned to the west of the Rutland Road Realignment proposed Right of Way.

3.3 665 Harmony Court, Z15-0035 - John Keith & Nicolette Keith

91 - 103

To rezone the subject property to facilitate the development of a carriage house.

3.4 665 Harmony Court, BL11197 (Z15-0035) - John Keith & Nicolette Keith

104 - 104

To give Bylaw No. 11197 first reading in order to rezone the subject property to facilitate the development of a carriage house.

- | | | |
|------------|---|------------------|
| 3.5 | 5008 South Ridge Drive, Z15-0064 - Emil Anderson Construction Co. Ltd. et al | 105 - 112 |
| | To rezone the subject property from C1 - Local Commercial to C2 - Neighbourhood Commercial to allow additional commercial uses on the property. | |
| 3.6 | 5008 South Ridge Drive, BL11198 (Z15-0064) - Emil Anderson Construction Co. Ltd. | 113 - 113 |
| | To give Bylaw No. 11198 first reading in order to rezone the subject property to allow additional commercial uses. | |
| 3.7 | 1170 Highway 33 W, Z15-0041 - Kneller Holdings Ltd. | 114 - 150 |
| | To rezone the subject property from RU1 - Large Lot Housing to RM3 - Low Density Multiple Housing to allow for a 78-unit multiple family residential project located on the subject property. | |
| 3.8 | 1170 Highway 33 W, BL11199 (Z15-0041) - Kneller Holdings Ltd. | 151 - 152 |
| | To give Bylaw No. 11199 first reading in order to rezone the subject property to allow for a 78-unit multiple family residential project. | |
| 3.9 | 1627 Abbott Street, DP15-0309 - Accent Inns Inc. | 153 - 193 |
| | To consider the form and character of proposed renovations to an existing hotel on Abbott Street. | |

4. Non-Development Reports & Related Bylaws

- | | | |
|------------|---|------------------|
| 4.1 | Quarterly Report Update | 194 - 209 |
| | To provide Council with an update of the City's activities for the fourth quarter of 2015. | |
| 4.2 | Glenn Avenue School - Structural Repairs | |
| | Item withdrawn | |
| 4.3 | 2016 Professional Operating Grants | 210 - 225 |
| | To approve distribution of annual grants-in-aid to professional arts organizations. | |
| 4.4 | 2016 Cultural Operating and Project Grants | 226 - 243 |
| | The report provides an update regarding recipients of 2016 cultural General Operating and Project Grants, background information about the grant programs and review process, and includes highlights from final reports provided by 2015 grant recipients. | |

4.5 Youth Development and Engagement Grant Program 244 - 266

To seek Council approval to implement a Youth Development and Engagement Grant with program funding from the Mayor's Youth Forum.

4.6 Heritage Review - Steering Committee Terms of Reference 267 - 280

To consider endorsement of the Heritage Council Steering Committee Terms of Reference.

4.7 759 Crowley Ave - Commercial Lease to Pyramid Excavation Corporation 281 - 319

That Council approve a three (3) year Lease and License of Occupation Agreement to Pyramid Excavation Corporation for City-owned property at 759 Crowley Avenue, with two (2) further one (1) year options to renew.

5. Mayor and Councillor Items

6. Termination



City of Kelowna Regular Council Meeting Minutes

Date: Monday, January 25, 2016
Location: Council Chamber
City Hall, 1435 Water Street

Council Members Present: Mayor Colin Basran and Councillors Maxine DeHart, Ryan Donn, Gail Given, Tracy Gray, Charlie Hodge, Brad Sieben, Mohini Singh and Luke Stack

Staff Present: City Manager, Ron Mattiussi; City Clerk, Stephen Fleming; Community Planning Department Manager, Ryan Smith*; Urban Planning Manager, Terry Barton*; Suburban & Rural Planning Manager, Todd Cashin*; Planner, Adam Cseke*; and Legislative Systems Coordinator, Sandi Horning

(* denotes partial attendance)

1. Call to Order

Mayor Basran called the meeting to order at 1:34 p.m.

Mayor Basran advised that the meeting is open to the public and all representations to Council form part of the public record. A live audio feed is being broadcast and recorded by CastaNet and a delayed broadcast is shown on Shaw Cable.

2. Confirmation of Minutes

Moved By Councillor Gray/Seconded By Councillor Hodge

R039/16/01/25 THAT the Minutes of the PM Meeting of January 18, 2016 be confirmed as circulated.

Carried

3. Development Application Reports & Related Bylaws

3.1 565 Coronation Avenue, Z15-0025 - Christian Lee Bond

Staff:

- Displayed a PowerPoint presentation summarizing the application before Council and responded to questions from Council.

Moved By Councillor Singh/Seconded By Councillor Donn

R040/16/01/25 THAT Rezoning Application No. Z15-0025 to amend the City of Kelowna Zoning Bylaw No. 8000 by changing the zoning classification of Lot 36 District Lot 139 ODYD Plan 1303, Located at 565 Coronation Avenue, Kelowna, BC from the RU2 - Medium Lot Housing zone to the RU2c - Medium Lot Housing with Carriage House zone, be considered by Council;

AND THAT the Rezoning Bylaw be forwarded to a Public Hearing for further consideration;

AND THAT final adoption of the Rezoning Bylaw be considered subsequent to the Issuance of an Occupancy Permit (at completion of the Single Family Dwelling Building Permit process) for the subject property;

AND FURTHER THAT final adoption of the Rezoning Bylaw be considered in conjunction with Council's consideration of a Development Permit and Development Variance Permit for the subject property.

Carried

City Clerk:

- Advised that the items receiving initial consideration by Council will be forwarded to the February 16, 2016 Public Hearing.

3.2 565 Coronation Avenue, BL11184 (Z15-0025) - Christian Lee Bond

Moved By Councillor Hodge/Seconded By Councillor Gray

R041/16/01/25 THAT Bylaw No. 11184 be read a first time.

Carried

3.3 1889 Spall Road, OCP15-0001 & Z15-0002 - Simple Pursuits Inc.

Staff:

- Displayed a PowerPoint presentation summarizing the application before Council and responded to questions from Council.

Moved By Councillor Sieben/Seconded By Councillor Donn

R042/16/01/25 THAT Official Community Plan Map Amendment Application No. OCP15-0001 to amend Map 4.1 in the Kelowna 2030 - Official Community Plan Bylaw No. 10500 by changing the Future Land Use designation of Lot A, District Lot 129, ODYD, Plan 20633, located at 1889 Spall Road, Kelowna, BC from the SC - Service Commercial designation to the MXR - Mixed Use Residential designation, be considered by Council;

AND THAT the Official Community Plan Map Amending Bylaw be forwarded to a Public Hearing for further consideration;

AND THAT Council considers the Public Information Session public process to be appropriate consultation for the *Purpose* of Section 879 of the *Local Government Act*, as outlined in the Report from the Community Planning Department dated January 25, 2016;

AND THAT Rezoning Application No. Z15-0002 to amend the City of Kelowna Zoning Bylaw No. 8000 by changing the zoning classification of Lot A, District Lot 129, ODYD, Plan 20633, located at 1889 Spall Road, Kelowna, BC from the C10 - Service Commercial zone to the C4 - Urban Center Commercial zone be considered by Council;

AND FURTHER THAT the Rezoning Bylaw be forwarded to a Public Hearing for further consideration.

Carried

3.4 1889 Spall Road, BL11190 (OCP15-0001) - Simple Pursuits Inc.

Moved By Councillor Donn/Seconded By Councillor Hodge

R043/16/01/25 THAT Bylaw No. 11190 be read a first time;

AND THAT the Bylaw has been considered in conjunction with the City's Financial Plan and Waste Management Plan.

Carried

3.5 1889 Spall Road, BL11191 (Z15-0002) - Simple Pursuits Inc.

Moved By Councillor Hodge/Seconded By Councillor Gray

R044/16/01/25 THAT Bylaw No. 11191 be read a first time.

Carried

3.6 145 Dougall Road, Z15-0052 - Narish Kathpal

Staff:

- Displayed a PowerPoint presentation summarizing the application before Council.
- Advised that there is an error in the Staff Report. The Staff Report indicates that there will be seven (7) manual bays when there will only be six (6).
- Responded to questions from Council.

Moved By Councillor Sieben/Seconded By Councillor Stack

R045/16/01/25 THAT Rezoning Application No. Z15-0052 to amend the City of Kelowna Zoning Bylaw No. 8000 by changing the zoning classification of Lot 4 Section 26 Township 26 ODYD Plan 9924, located at 145 Dougall Road, Kelowna, BC from RU1 - Large Lot Housing zone to the C4 - Urban Centre Commercial zone, be considered by Council;

AND THAT the Rezoning Bylaw be forwarded to a Public Hearing for further consideration;

AND THAT final adoption of the Rezoning Bylaw be considered subsequent to the outstanding conditions of approval as set out in Schedule "A" attached to the Report from the Community Planning Department date January 25, 2016;

AND THAT final adoption of the Rezoning Bylaw be considered in conjunction with Council's consideration of a Development Permit and Development Variance Permit for the subject property;

AND FURTHER THAT final adoption of the Rezoning Bylaw be considered subsequent to approval of the Ministry of Transportation and Infrastructure.

Carried

3.7 145 Dougall Road, BL11193 (Z15-0052) - Narish Kathpal

Moved By Councillor Gray/Seconded By Councillor Hodge

R046/16/01/25 THAT Bylaw No. 11193 be read a first time.

Carried

3.8 TA15-0015 - Amendments to the RU6 - Two Dwelling Housing Zone

Staff:

- Displayed a PowerPoint presentation summarizing the application before Council and responded to questions from Council.

Moved By Councillor Stack/Seconded By Councillor Hodge

R047/16/01/25 THAT Zoning Bylaw Text Amendment Application No. TA15-0015 to amend City of Kelowna Zoning Bylaw No. 8000 as outlined in the Report from the Community Planning Department dated January 25, 2016 to amend the RU6 - Two Dwelling Housing zone be considered by Council;

AND THAT the Zoning Bylaw Text Amending Bylaw be forwarded to a Public Hearing for further consideration.

Carried

3.9 BL11192 (TA15-0015) - Amendment to Section 13 - Urban Residential Zones - 13.6 RU6 - Two Dwelling Housing Zone

Moved By Councillor Donn/Seconded By Councillor Given

R048/16/01/25 THAT Bylaw No. 11192 be read a first time.

Carried

3.10 1035 Hollywood Road South, OCP15-0014 & Z15-0043 - Seventh Day Adventist Church (BC Conference)

Staff:

- Displayed a PowerPoint presentation summarizing the application before Council and responded to questions from Council.

Moved By Councillor Singh/Seconded By Councillor Sieben

R049/16/01/25 THAT Official Community Plan Map Amendment Application No. OCP15-0014 to amend Map 4.1 in the Kelowna 2030 - Official Community Plan Bylaw No. 10500 by changing the Future Land Use designation of a portion of Lot 2, Section 23, Township 26, ODYD, Plan 3849 except Plan 16489 located at 1035 Hollywood Road South, Kelowna, BC from the EDINST - Educational / Major Institutional designation to the S2RES - Single / Two Unit Residential designation, as shown on Map "A" attached to the Report from the Community Planning Department dated January 25, 2016, be considered by Council;

AND THAT the Official Community Plan Map Amending Bylaw be forwarded to a Public Hearing for further consideration;

AND THAT Council considers the Public Information Session public process to be appropriate consultation for the purpose of Section 879 of the *Local Government Act*, as outlined in the Report from the Community Planning Department dated January 25, 2016;

AND THAT Rezoning Application No. Z15-0043 to amend the City of Kelowna Zoning Bylaw No. 8000 by changing the zoning classification of a portions of Lot 2, Plan 3849 located at 1035 Hollywood Road South, Kelowna, BC from the P2 - Education and Minor Institutional zone to the RU2 - Medium Lot Housing zone and the RU6 - Two Dwelling Housing zone, as shown on Map "B" attached to the Report from the Community Planning Department dated January 25, 2016, be considered by Council;

AND THAT Rezoning Bylaw be forwarded to a Public Hearing for further consideration;

AND FURTHER THAT final adoption of the Rezoning Bylaw be considered subsequent to the issuance of a Preliminary Layout Review Letter by the Approving Officer.

Carried

3.11 1035 Hollywood Road South, BL11194 (OCP15-0014) - Seventh-Day Adventist Church (BC Conference)

Moved By Councillor Donn/Seconded By Councillor Given

R050/16/01/26 THAT Bylaw No. 11194 be read a first time;

AND THAT the Bylaw has been considered in conjunction with the City's Financial Plan and Waste Management Plan.

Carried

3.12 1035 Hollywood Road South, BL11195 (Z15-0043) - Seventh-Day Adventist Church (BC Conference)

Moved By Councillor Given/Seconded By Councillor Donn

R051/16/01/25 THAT Bylaw No. 11195 be read a first time.

Carried

3.13 619 McClure Road, Z15-0061 - Folio Building Group Inc.

Staff:

- Displayed a PowerPoint presentation summarizing the application before Council.

Moved By Councillor Gray/Seconded By Councillor Given

R052/16/01/25 THAT Rezoning Application No. Z15-0061 to amend the City of Kelowna Zoning Bylaw No. 8000 by changing the zoning classification of *Lot A, District Lot 357, SDYD, Plan 13545*, located on *619 McClure Road*, Kelowna, BC from the RU1 - Large Lot Housing zone to the RU2 - Medium Lot Housing zone be considered by Council;

AND THAT the Zone Amending Bylaw be forwarded to a Public Hearing for further consideration;

AND THAT final adoption of the Zone Amending Bylaw be considered subsequent to the issuance of a Preliminary Layout Review Letter by the Approving Officer;

AND THAT final adoption of the Zone Amending Bylaw be considered subsequent to the requirements of the Development Engineering Branch being completed to their satisfaction;

AND THAT final adoption of the Rezoning Bylaw be considered subsequent to the outstanding conditions of approval as set out in Schedule "A" attached to the Report from the Community Planning Department dated January 25, 2016.

Carried

3.14 619 McClure Road, BL11196 (Z15-0061) - Folio Building Group Inc.

Moved By Councillor Donn/Seconded By Councillor Given

R053/16/01/25 THAT Bylaw No. 11196 be read a first time.

Carried

3.15 2075 KLO Road, Z15-0045 & TA15-0010, Supplemental Report - Eva Lintell

Staff:

- Displayed a PowerPoint presentation summarizing the Supplemental Report before Council and responded to questions from Council.

Moved By Councillor Singh/Seconded By Councillor Sieben

R054/16/01/25 THAT Council receives, for information, the Supplemental Report from the Community Planning Department dated January 25, 2016 with respect to Rezoning Bylaw No. 11189 (Z15-0045) & Text Amending Bylaw No. 11188 (TA15-0010) for the property located at 2075 KLO Road;

AND THAT Rezoning Bylaw No. 11189 and Text Amending Bylaw No. 11188 be forwarded to the February 16, 2016 Public Hearing for further consideration;

AND FURTHER THAT Council amends the adoption requirement for the Rezoning Bylaw of "issuance of an Agri-tourist Accommodation Business Licence" to "submission of an Agri-tourist Accommodation Business Licence Application".

Carried
Councillors Given, Gray & Stack - Opposed.

3.16 2075 KLO Road, BL11188 (TA15-0010) - Amendment to Section 11 - Agricultural Zone

Moved By Councillor Singh/Seconded By Councillor Hodge

R055/16/01/25 THAT Bylaw No. 11188 be read a first time.

Carried
Councillors Given, Gray & Stack - Opposed.

3.17 2075 KLO Road, BL11189 (Z15-0045) - Eva Linttell

Moved By Councillor Singh/Seconded By Councillor Hodge

R056/16/01/25 THAT Bylaw No. 11189 be read a first time.

Carried
Councillor Given, Gray & Stack - Opposed.

3.18 1280 Glenmore Road, BL11032 (OCP14-0011) - 561655 BC Ltd.

Moved By Councillor Singh/Seconded By Councillor Sieben

R057/16/01/25 THAT Bylaw No. 11032 be adopted.

Carried

3.19 1280 Glenmore Drive, BL11033 (Z14-0026) - 561655 BC Ltd.

Moved By Councillor Singh/Seconded By Councillor Sieben

R058/16/01/25 THAT Bylaw No. 11033 be adopted.

Carried

3.20 1280 Glenmore Drive, DP14-0111 - 561655 BC Ltd.

Staff:

- Displayed a PowerPoint presentation summarizing the application before Council and responded to questions from Council.

Moved By Councillor Sieben/Seconded By Councillor Stack

R059/16/01/25 THAT Council waives the conditions for adoption of Rezoning Bylaw No. 11033 as set out in the Report from the Community Planning Department dated January 25, 2016 with respect to Rezoning Application No. Z14-0026 for the property located at 1280 Glenmore Drive;

AND THAT Final Adoption of OCP Amending Bylaw No. 11032 Rezoning Bylaw No. 11033 be considered by Council;

AND THAT Council authorizes the issuance of Development Permit DP14-0111 for Lot 1, Section 29, Township 26, ODYD, Plan 29608, located on 1280 Glenmore Drive, Kelowna, BC, subject to the following:

1. The dimensions and siting of the building to be constructed on the land be in general accordance with Schedule "A";
2. The exterior design and finish of the building to be constructed on the land be in general accordance with Schedule "B";
3. Landscaping to be provided on the land be in general accordance with Schedule "C";
4. That the applicant be required to post with the City, a Landscape Performance Security deposit in the form of a "Letter of Credit" in the amount of 125% of the estimated value of the landscaping, as determined by a professional landscaper;

AND THAT the applicant be required to complete the above noted conditions of Council's approval of the Development Permit Application in order for the permit to be issued;

AND FURTHER THAT this Development Permit be valid for two (2) years from the date of Council approval, with no opportunity to extend.

Carried
Councillor Hodge - Opposed.

3.21 BL10998 (TA14-0004) - CD25 - Capri Centre Comprehensive Development Zone

Moved By Councillor Stack/Seconded By Councillor DeHart

R060/16/01/25 THAT Bylaw No. 11033 be adopted.

Carried

3.22 1755 Capri Street, 1835 Gordon Drive & 1171 Harvey Avenue, BL11016 (Z12-0056) - RG Properties Ltd.

Moved By Councillor DeHart/Seconded By Councillor Stack

R061/16/01/25 THAT Bylaw No. 11016 be adopted.

Carried

3.23 BL10999 - Amendment No. 21 to Sign Bylaw No. 8235

Moved By Councillor Sieben/Seconded By Councillor Stack

R062/16/01/25 THAT Bylaw No. 10999 be adopted.

Carried

3.24 1755 Capri Street, 1835 Gordon Drive & 1171 Harvey Avenue, DP14-0029 - RG Properties Ltd.

Staff:

- Displayed a PowerPoint presentation summarizing the application before Council and responded to questions from Council.

Moved By Councillor Sieben/Seconded By Councillor Hodge

R063/16/01/25 THAT Final Adoption of Official Community Plan Amending Bylaw No. 10998, Zone Amending Bylaw No. 11016 and Text Amendment Bylaw No. 10999 be considered by Council;

AND FURTHER THAT Council authorizes the issuance of Development Permit No. DP14-0029 for Lot A, D.L. 137, ODYD, Plan KAP64836 except Plan EPP33990, located at 1835 Gordon Drive; Lot B, D.L. 137, ODYD, Plan KAP64836 except Plan EPP33990, located at 1171 Harvey Avenue, Lot C, D.L. 137, ODYD, Plan KAP64836, located at 1755 Capri Street, Kelowna B.C., subject to the following:

1. The development shall be phased over time and designed in general accordance with Pages 1-11 of the CD25 Development Area Guidelines attached as Schedule "A".

Carried

4. Bylaws for Adoption (Development Related)

4.1 4360-4390 Gallaghers Drive E, BL11066 (OCP14-0026) - GolfBC Holdings Inc.

Moved By Councillor Stack/Seconded By Councillor DeHart

R064/16/01/25 THAT Bylaw No. 11066 be adopted.

Carried

5. Non-Development Reports & Related Bylaws

5.1 2185 & 2195 Rutland Road North, Road Closure & Partial Disposition

Moved By Councillor Sieben/Seconded By Councillor Stack

R065/16/01/25 THAT Council receives, for information, the Report from the Manager, Real Estate Services dated January 25, 2016, recommending that Council adopt the proposed road closure for the laneway adjacent to 2185 and 2195 Rutland Road N;

AND THAT Bylaw No. 11181, being proposed road closure for the laneway adjacent to 2185 and 2195 Rutland Road N, be forwarded for reading consideration.

Carried

5.2 2185 & 2195 Rutland Road N (Portion of Laneway adjacent to), BL11181 - Road Closure Bylaw

Moved By Councillor Sieben/Seconded By Councillor Stack

R066/16/01/25 THAT Bylaw No. 11181 be read a first, second and third time.

Carried

6. Mayor and Councillor Items

Councillor Hodge:

- Noted that he will be attending a SILGA meeting on Wednesday.

Councillor DeHart:

- Commented on both her and Councillor Singh's attendance at an event for Pathways Society.

Councillor Stack:

- Made comment with respect to correspondence regarding the lack of developed open space and green areas in Kettle Valley.

Mayor Basran:

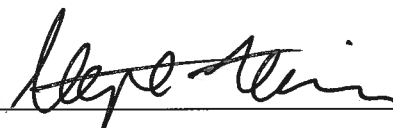
- Advised that he will be responding to the Kettle Valley correspondence and will provide Council with a copy of his response.
- Extended condolences to Minister Steven Thomson on the passing of his mother, Brenda.

7. Termination

This meeting was declared terminated at 3:38 p.m.

Mayor

/slh



City Clerk

REPORT TO COUNCIL



Date: February 1, 2015

RIM No. 0940-40

To: City Manager

From: Community Planning Department (AC)

Application: DP16-0008

Owner: 0942484 BC Ltd.

Address: 1750 Pier Mac Way

Applicant: Mission Group Commercial Ltd.

Title: Development Permit

Existing OCP Designation: COMM - Commercial

Existing Zone: CD15 - Airport Business Park

1.0 Recommendation

THAT Council NOT authorize the issuance of Development Permit No. DP16-0008 for Lot A, Section 14, Township 23, ODYD, Plan EPP47885, located on 1750 Pier Mac Way, Kelowna.

2.0 Purpose

To consider a Staff recommendation to NOT issue a Development Permit for the form and Character addition of a Tim Horton's drive-thru in the Airport Village commercial development.

3.0 Community Planning

Staff are not supportive of the proposed Development Permit. A Development Permit is necessary in this case as the subject property is located within a Comprehensive Development Permit Area. Although Staff have provided positive recommendations for many drive-thrus in the past, a stricter interpretation of the design guidelines is being taken for new drive-thrus and for high profile locations along the highway. The proposed change and expansion of the drive-thru goes against the following design guidelines outlined in Chapter 14 of the Official Community Plan (OCP):

1. Ensure vehicular and service access has minimal impact on the streetscape (Ch.14; S.8.10);
2. Locate loading, garbage, storage, utilities and other ancillary services away from public view. All such areas shall be screened and designed as an integral part of the building to minimize impact (Ch.14; S.11.1).

The intersection of Highway 97 and Airport Way represents a high profile gateway area to and from the City of Kelowna. A full drive-thru along the Airport Way frontage represents a significant vehicular expansion from the previous Development Permit coupled with a negative visual appeal. The originally approved drive-thru was approximately 15% of the Airport Way

frontage. The proposed expanded drive-thru is approximately 54% of the Airport Way frontage representing queuing capacity of 10 vehicles. While not meeting design guidelines identified above, the applicant has proposed to mitigate the impact of the drive-thru by providing screening and landscaping along the length of the drive-thru in order to improve the streetscape appeal.

3.1 Public Notification

Development Permits without any variances do not require public consultation as per Council Policy No. 367.

4.0 Proposal

4.1 Project Description

This Development Permit is effectively an amendment to the previously Council approved Development Permit (DP14-260). After approval of the previous Development Permit, the applicant has been in discussions with Tim Horton's as a potential tenant. Tim Horton's interest is specific to Building C and D at the south west corner of the site due to the exposure from the Highway 97 and Airport Way intersection. Their interest is contingent upon re-orienting the Council approved drive-thru to circulate along the south side of the building. Therefore, the proposal is to split up Building C and D into two separate buildings with an access to the drive-thru in between the two buildings. Staff suggested to the applicant that the drive-thru could be accommodated elsewhere onsite in a lower profile location, however, the applicant was not interested in pursuing this option.

This Development Permit also includes a modification to the grocery anchor store, Nesters Food Market (Building A). The footprint of the building is proposed to be enlarged by approx. 112 ft² (10.4 m²) at the loading area to accommodate an in-house compactor room. Additionally, a new second floor mezzanine is proposed of 1,633 ft² (151.7 m²).

Combining the floor area increase in Building A with the floor area reduction in Building C and D results in a net reduction in floor area when compared to the original Development. The floor area reduction reduces the project's parking requirement from 162 parking stalls to 157 stalls. However, the original number of parking stalls (162) is still being provided.

Figure 1: New Proposal with Tim Horton's Drive-thru

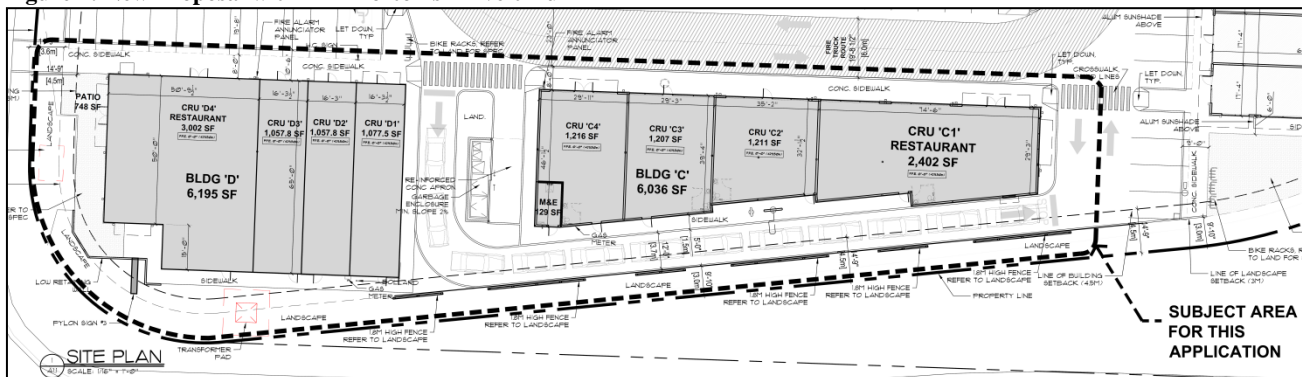
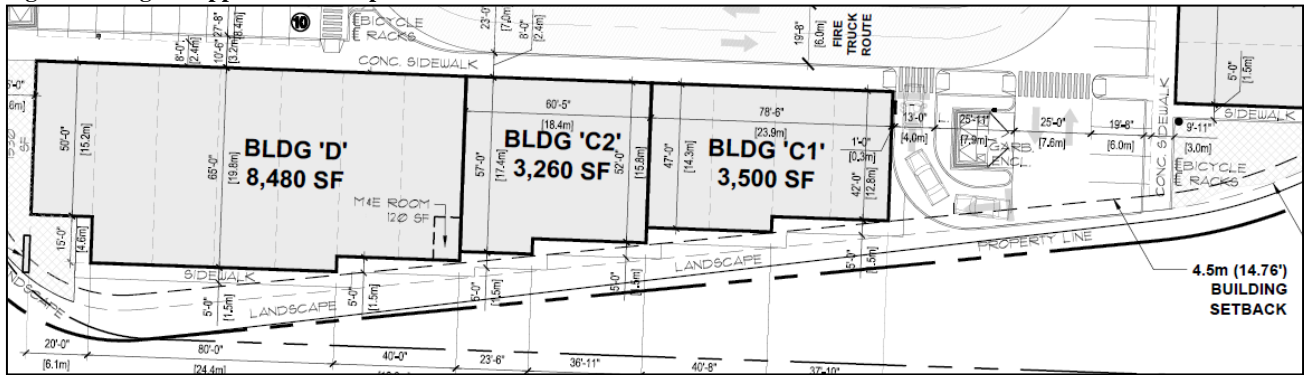


Figure 2: Original approved Development Permit



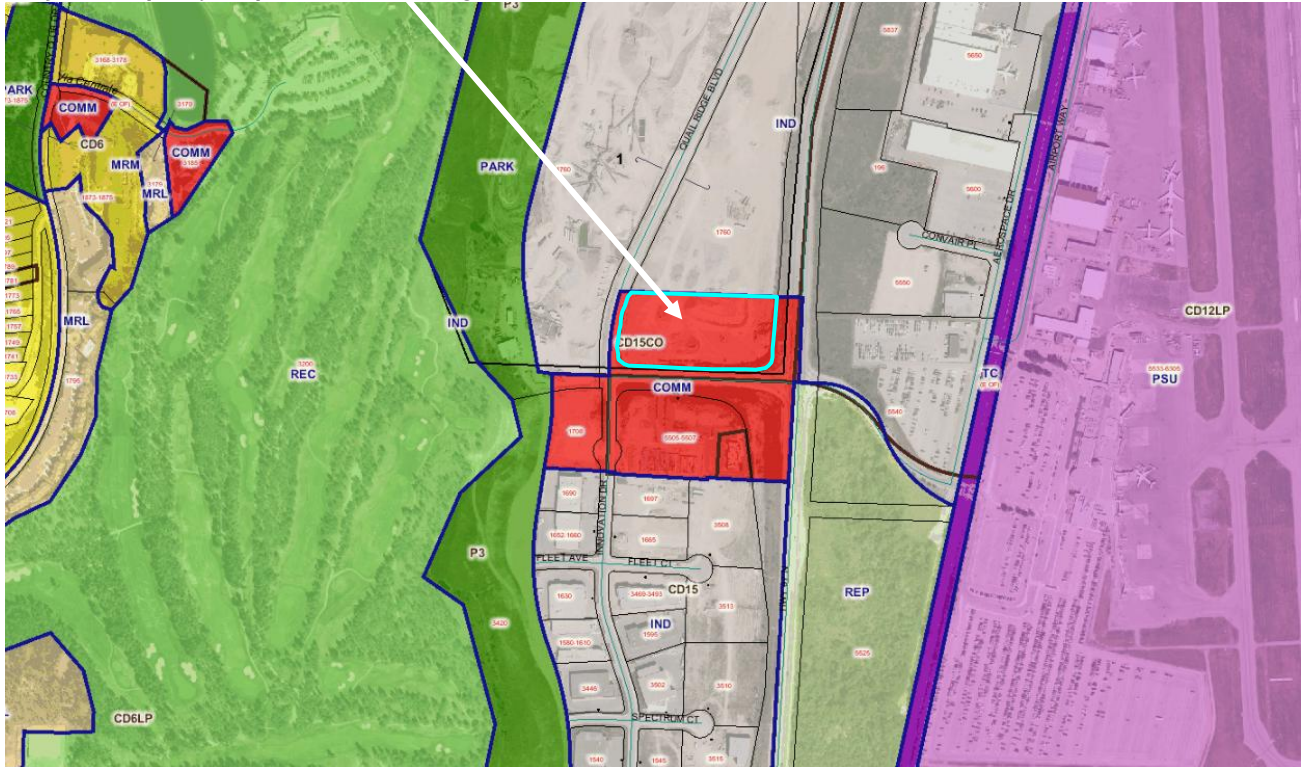
4.2 Site Context

The subject property is located north of Airport Way and north of the existing commercial development. The subject property has a Future Land Use designation of COMM - Commercial in the Official Community Plan and is within the Permanent Growth Boundary.

Specifically, adjacent land uses are as follows:

Orientation	Zoning	Land Use
North	CD15 - Airport Business Park (Industrial)	Vacant
East	CD12 - Airport	Parking lot and Commercial
South	CD15 - Airport Business Park (Commercial)	Multiple family dwellings
West	CD15 - Airport Business Park (Industrial)	Vacant

Subject Property Map: 1760 Quail Ridge Blvd



4.3 Zoning Analysis Table

Zoning Analysis Table		
CRITERIA	CD15 ZONE REQUIREMENTS	PROPOSAL
Existing Lot/Subdivision Regulations		
Lot Area	1,500 m ²	13,790 m ²
Lot Width	30.0 m	83 m
Lot Depth	35.0 m	163 m
Development Regulations		
Site Coverage (buildings)	50 %	27 %
Max Floor Area for any commercial use	3,000 m ²	Maximum building area = 1,926 m ² Maximum commercial use = 1,240m ²
Height	2 ½ storeys	1 storeys
Front Yard (west)	3.0 m	5.5 m
Side Yard (north)	0.0 m	1.5 m
Flanking Side Yard (south)	4.5 m	4.5 m
Rear Yard (east)	4.5 m	4.5 m
Other Regulations		
Building Material	No Vinyl, Wood Siding, or unfinished concrete block	Stucco, steel, metal siding, and aluminium
Principal Facades articulated with glazing or other relief	Min 30%	Varies from 30% to 35.61%
Loading Space	1 per 1,900 m ² of Gross Floor Area = 2 loading bays req'd	3 loading bays provided
Parking Stalls	4.4 stalls per 100m ² of Gross Leasable Area = 157 parking stalls req'd	162
Bicycle Spaces	8 Class 1 spaces 22 Class 2 spaces	8 Class 1 spaces 22 Class 2 spaces
OCP Policy		
Number of Trees	1 shade tree per parking space (41 trees)	58 trees

5.0 Current Development Policies

5.1 Kelowna Official Community Plan (OCP)

Development Process

Relevant Comprehensive Development Permit Area Guidelines

S.8.10. Ensure vehicular and service access has minimal impact on the streetscape;

S. 11.1. Locate loading, garbage, storage, utilities and other ancillary services away from public view. All such areas shall be screened and designed as an integral part of the building to minimize impact;

6.0 Alternate Recommendation

THAT Council authorizes the issuance of Development Permit No. DP16-0008 for Lot A, Section 14, Township 23, ODYD, Plan EPP47885, located on 1750 Pier Mac Way, Kelowna, BC subject to the following:

1. The dimensions and siting of the building to be constructed on the land be in general accordance with Schedule "A";
2. The exterior design and finish of the building to be constructed on the land be in general accordance with Schedule "B";
3. Landscaping to be provided on the land be in general accordance with Schedule "C";
4. The Landscape Performance Security deposit from the original Development Permit (DP14-0260) be utilized to ensure the works identified in DP16-0008 are provided.

AND THAT the applicant be required to complete the above noted conditions of Council's approval of the Development Permit Applications in order for the permit to be issued.

AND FURTHER THAT this Development Permit is valid for two (2) years from the date of Council approval, with no opportunity to extend

7.0 Application Chronology

Date of Application Received: December 22nd, 2014

Report prepared by:

Adam Cseke, Planner

Reviewed by:

☐

Terry Barton, Urban Planning Manager

Approved for Inclusion by:

☐

Ryan Smith, Community Planning Manager

Attachments:

Subject Property Map

Applicant Rationale

Draft Development Permit / Development Variance Permit

- Schedule 'A'
 - Site Plan
 - Floor Plan
- Schedule 'B'
 - Elevations
- Schedule 'C'
 - Landscape Plan

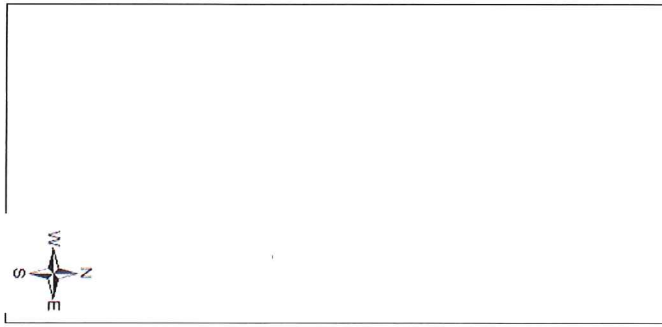


January 20, 2016

All information should be verified.



Legend



Notes

Paul Chiu, Architect AIBC, MRAIC, AAA, SAA, MAA, OAA, SBA, Principal
Fariba Gharahel, Architect AIBC, MRAIC, OAA, LEED AP, SBA, Associate
Steven Wagner, Architect AIBC, MRAIC, AIA, LEED AP, Associate
Rudi Klauser, RID, NCIDQ, LEED AP, Senior Associate
Crosbby Chiu, MRAIC, SBA, Senior Associate

Rick Jones, Principal
Aaron Vornbrock, Senior Vice President
Eric Ching, CSBA, Vice President
Marlin Grube, Associate
Bojan Ilic, Associate

December 24th, 2015

City of Kelowna
1435 Water Street
Kelowna, BC
V1Y 1J4

Attention: Planning Department

RE: Design Rationale for Commercial Development, Airport Business Park
1750 Pier Mac Way, Kelowna, BC

Our Project No. 3752

This report describes the proposed Design and Rationale for a comprehensive development in the City of Kelowna. The proposal addresses a number of main issues both in site planning and building form that are vital to the vibrancy of this area. They are outlined in the following.

Site Context:

The proposed development is in the Comprehensive Development Zone – CD15 Airport Business Park of the City of Kelowna. The project site is bounded on 3 sides by a major highway and 2 arterial streets.

- To the east by Highway 97 serving north/south communities.
- To the south by Airport Way that connects directly to Kelowna International Airport.
- To the west by Pier Mac Way.
- To the north by vacant site, designated for future phase of development.

Currently a "greenfield", the site is approximately 147,079 SF (3.38 acres) and is irregular in shape. The topography of the site is generally flat with gentle embankment at the east property adjacent to the Highway. The site has been zoned to CD15 Airport Business Park.

The Project:

This submission is an amendment to the approved Development Permit.

Since the approval of the Development Permit, our client has received formal interest from Tim Horton's to establish a location at Airport Village. The interest from Tim Horton's is specific to Building C/D at the south west corner of the site. Their acceptance would be contingent upon re-orientation of the approved drive-thru to circulate along the south side of the building. The proposal is to split up Building C/D into two separate buildings (Building C & Building D) with an access to the drive-thru in between the two buildings. Building C and Building D will be a single storey building of approx. 6036 SF (560.7 sm) and 6195 SF (575.5 sm) respectively.

This proposal also includes a modification to the grocery anchor store, Nesters Food Market, at Building A. Main floor of Building A has been enlarged by approx. 112 SF (10.4 sm) at the Loading Area to accommodate an in-house compactor room. In addition a mezzanine floor of approx. 1633 SF (151.7 sm) has been added to house offices and mechanical/electrical facilities. The overall building area for Building A (including mezzanine) is 15,109 SF (1403.6 sm). The proposed use is consistent with the Airport Business Park Zone for a neighbourhood commercial area. There is provision for on-site parking for the development.

Site Design:

Overall, four stand-alone buildings will straddle along the edge of Airport Way; Pier Mac Way and Highway 97 to form a street wall for each respective street and highway. The building occupies approximately 95% and 78% of the property's frontages along Highway 97 and Airport Way, respectively.

Vehicular access to the site will be via Pier Mac Way with driveway access to the parking lot centrally located. A total of 162 parking stalls are provided to service the development. There is provision for pedestrian and bicycle linkages to all 4 buildings. A network of wide sidewalks connects all 4 buildings. Loading and garbage / recycling facilities are strategically located to be concealed from the street.

Site lighting will be integrated in the design including human scale pedestrian lighting treatment along the walkways and sidewalks. Parking lighting fixtures in compliance with dark sky policy will be strategically located to provide general ambiance and safety.

Building Design:

Built-form and character for Building C and Building D will be designed similar to the other buildings already approved.

The architectural character of the project is grounded in the contemporary modernist vernacular found in the area, with a simple strong rectilinear geometry. Repetitive vertical elements with roof overhang and façade fenestrations are utilized throughout all 4 buildings.

Façades facing the highway and streets are stepped to create visual interest. Simple durable contemporary building materials primarily consist of metal cladding and stucco. Colour scheme is monochromatic tones with accent color to express the regional character.

Landscaping:

Site landscaping will incorporate both hard and soft elements to compliment the architectural character of the development. A series of wood screen fence is planned along the length of the drive-thru lane behind Building C. These wood fences have been designed to reflect the materials on the building façade. In addition, high and low growing native trees and shrub materials will be utilized to create a visual buffer and enhance the street edge. Outdoor patio areas will be paved.

Sustainability:

Sustainable principles incorporated in the proposal include:

- Compact design and built form.
- Building materials with recycled content, low VOC and locally sourced energy efficient component integrating.
- Thermally broken, low, double glazed storefront units.
- Shading of storefronts with canopy and sun shading overhangs to reduce cooling loads and provide weather protection.

- Encourage the use of low-flow fixtures to reduce water consumption.
- Encourage the use of high energy efficient lighting to reduce power consumption.
- Provision of bicycle storage/racks on site
- Maximize indigenous drought tolerant plant material to minimize water demand.
- Garbage bins facilities for recyclables.

Yours truly,

A handwritten signature in blue ink, appearing to read 'AVR', is written over a horizontal line.

Aaron Vornbrock, Senior Vice President
URBAN DESIGN GROUP ARCHITECTS LTD.

AV/mp

CITY OF KELOWNA

APPROVED ISSUANCE OF A:

☐ Development Permit No.: DP16-0008

EXISTING ZONING DESIGNATION:	CD15 - Airport Business Park
WITHIN DEVELOPMENT PERMIT AREA:	Comprehensive Development Permit Area

ISSUED TO: Mission Group Commercial Ltd.

LOCATION OF SUBJECT SITE: 1750 Pier Mac Way

	LOT	SECTION	D.L.	TOWNSHIP	DISTRICT	PLAN
LEGAL DESCRIPTION:	A		32	23	ODYD	EPP47885

SCOPE OF APPROVAL

- ☐ This Permit applies to and only to those lands within the Municipality as described above, and any and all buildings, structures and other development thereon.
- ☐ This Permit is issued subject to compliance with all of the Bylaws of the Municipality applicable thereto, except as specifically varied or supplemented by this Permit, noted in the Terms and Conditions below.
- ☐ Applicants for Development and Development Variance Permit should be aware that the issuance of a Permit limits the applicant to be in strict compliance with regulations of the Zoning Bylaw or Subdivision Control Bylaw unless specific Variances have been authorized by the Permit. No implied Variances from bylaw provisions shall be granted by virtue of drawing notations which are inconsistent with bylaw provisions and which may not have been identified as required Variances by the applicant or City staff.

1. TERMS AND CONDITIONS:

- The dimensions and siting of the building to be constructed on the land be in general accordance with Schedule "A";
- The exterior design and finish of the building to be constructed on the land be in general accordance with Schedule "B";
- Landscaping to be provided on the land be in general accordance with Schedule "C";
- The Landscape Performance Security deposit from the original Development Permit (DP14-0260) be utilized to ensure the works identified in DP16-0008 are provided;

2. PERFORMANCE SECURITY:

Not Applicable (see DP14-0260).

4. DEVELOPMENT:

The land described herein shall be developed strictly in accordance with the terms and conditions and provisions of this Permit and any plans and specifications attached to this Permit which shall form a part hereof.

If the Permittee does not commence the development Permitted by this Permit within one year of the date of this Permit, this Permit shall lapse.

This Permit is not transferable unless specifically permitted by the Municipality. The authorization to transfer the Permit shall, if deemed acceptable, be granted by Council resolution.

THIS Permit IS NOT A BUILDING Permit.

5. APPLICANT'S AGREEMENT:

I hereby declare that all the above statements and the information contained in the material submitted in support of this Permit are to the best of my belief, true and correct in all respects. Upon issuance of the Permit for me by the Municipality, then in such case, I covenant and agree to save harmless and effectually indemnify the Municipality against:

- (a) All actions and proceedings, costs, damages, expenses, claims, and demands whatsoever and by whomsoever brought, by reason of the Municipality granting to me the said Permit.
- (b) All costs, expenses, claims that may be incurred by the Municipality if the construction by me of engineering or other types of works as called for by the Permit results in damages to any property owned in whole or in part by the Municipality or which the Municipality by duty or custom is obliged, directly or indirectly in any way or to any degree, to construct, repair, or maintain.

I further covenant and agree that should I be granted a Development Permit or Development Variance Permit, the Municipality may withhold the granting of any occupancy Permit for the occupancy and/or use of any building or part thereof constructed upon the hereinbefore referred to land until all of the engineering works or other works called for by the Permit have been completed to the satisfaction of the Municipal Engineer and Divisional Director of Community Planning & Real Estate.

Should there be any change in ownership or legal description of the property, I undertake to notify the Community Planning & Real Estate Department immediately to avoid any unnecessary delay in processing the application.

I HEREBY UNDERSTAND AND AGREE TO ALL THE TERMS AND CONDITIONS SPECIFIED IN THIS PERMIT.

Signature of Owner/Authorized Agent

Date

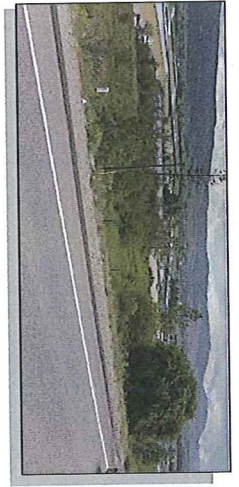
Print Name in Bold Letters

Telephone No.

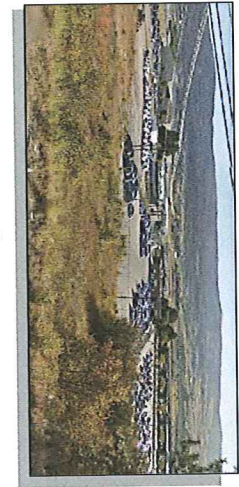
6. APPROVALS:

ISSUED BY THE URBAN PLANNING DEPARTMENT OF THE CITY OF KELOWNA THE ____ DAY OF _____, 2016 BY THE DIVISIONAL DIRECTOR OF COMMUNITY PLANNING & REAL ESTATE.

Ryan Smith
Urban Planning Manager



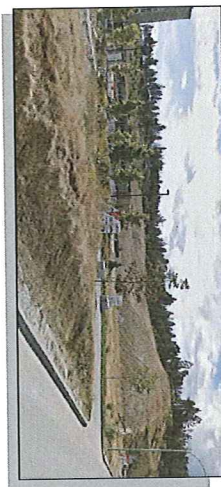
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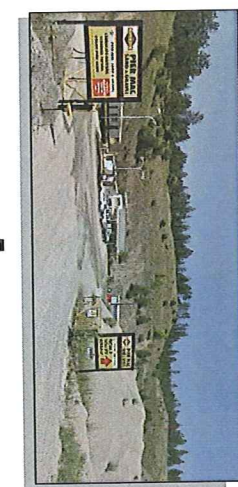
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3



4



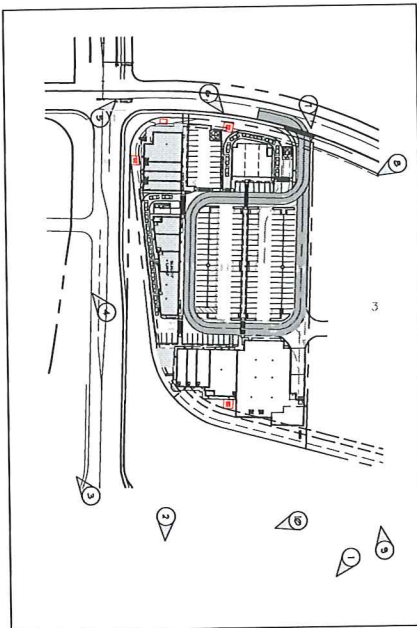
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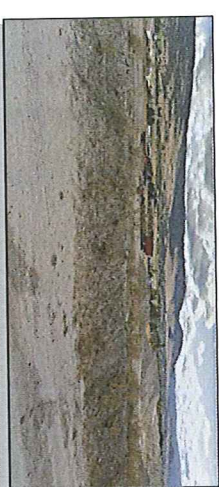
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7



KEY SITE PLAN
SCALE: N/A



8



9



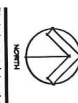
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SCHEDULE 4/10

This forms part of development

Permit # DP16-0008

This drawing is an instrument of service and is not to be used for any other purpose without the written consent of the author. It is the responsibility of the user to ensure that the drawing is used in accordance with the terms of the agreement. The author disclaims any liability for any errors or omissions in this drawing.



NO.	DATE	BY	DESCRIPTION
1	2016-08-10	JD	Initial Design
2	2016-08-10	JD	Final Design
3	2016-08-10	JD	Final Design

AIRPORT VILLAGE
1750 PIER MAC WAY, KELOWNA, BC
For MISSION GROUP COMMERCIAL LTD



collects for
KELOWNA
TEL: 250-860-1234
FAX: 250-860-1234
RES: 250-860-1234

CONTEXT
PLAN
A-12

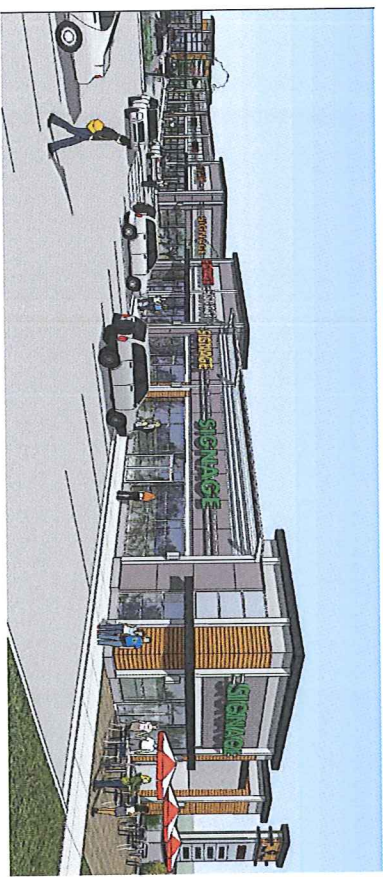
3762



VIEW #1
 SCALE: 1/8" = 1'-0"



VIEW #4
 SCALE: 1/8" = 1'-0"



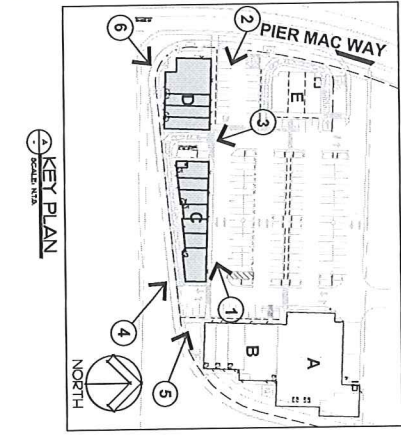
VIEW #2
 SCALE: 1/8" = 1'-0"



VIEW #5
 SCALE: 1/8" = 1'-0"

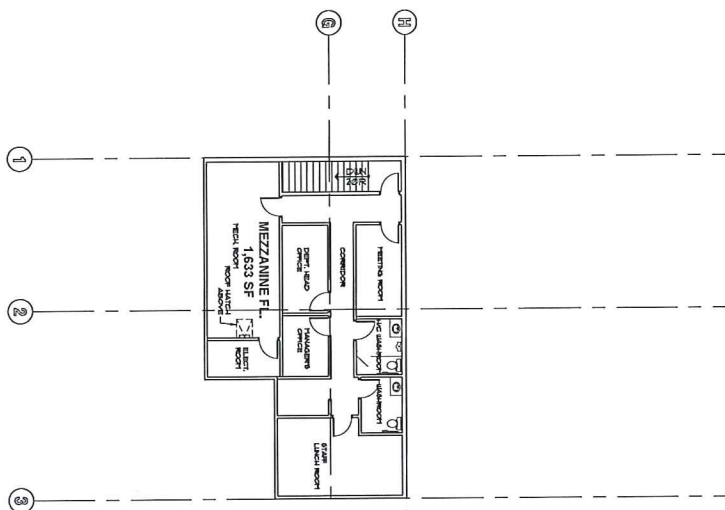
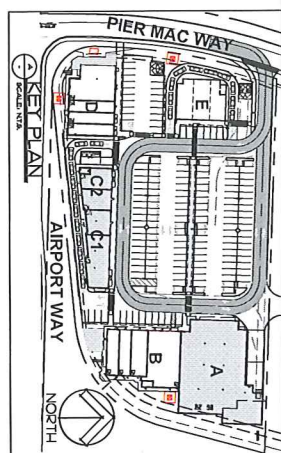


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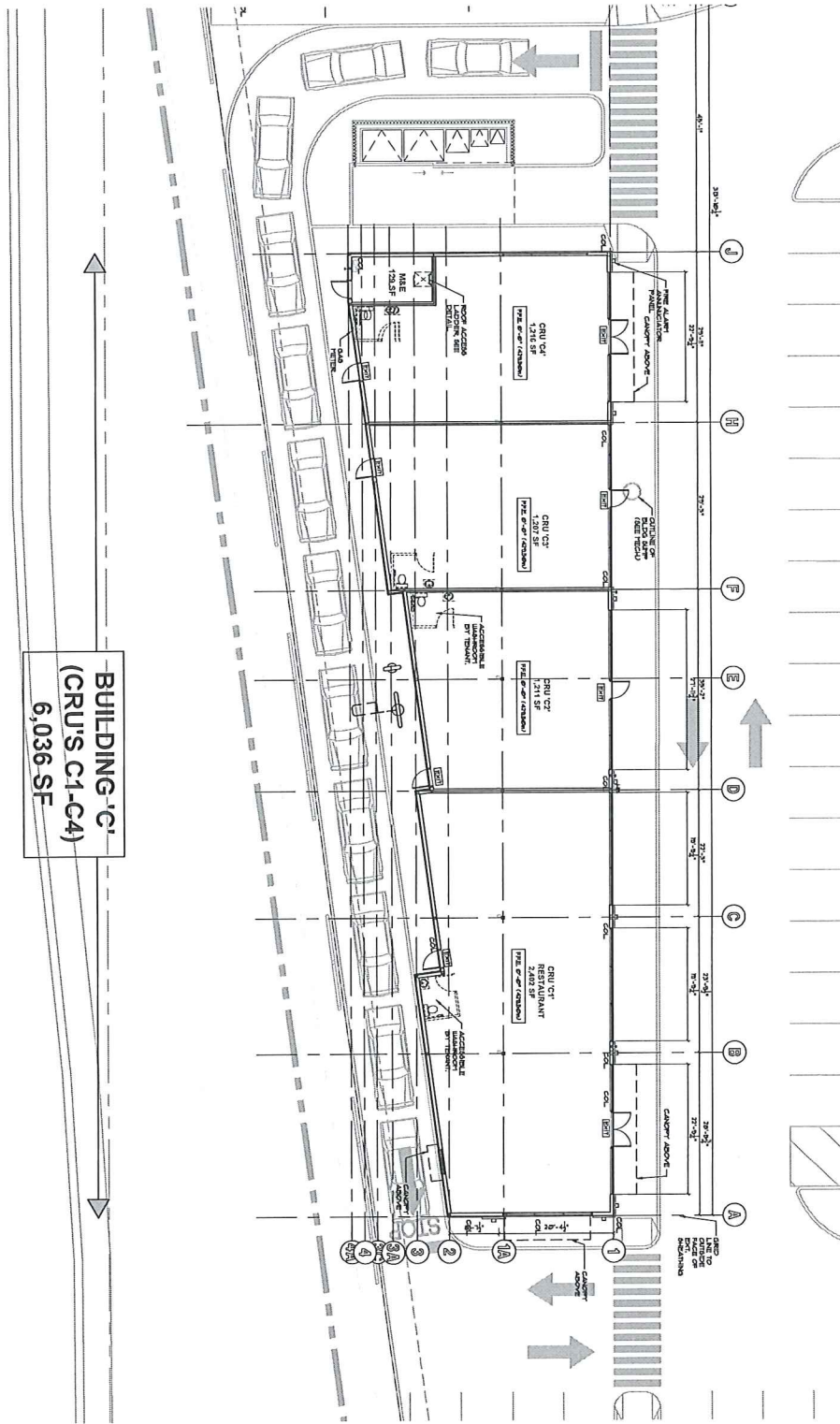
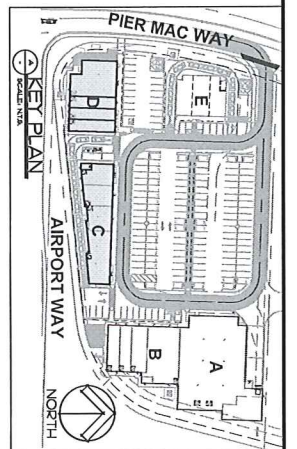


VIEW #6
 SCALE: 1/8" = 1'-0"

DATE	12/23/2015
BY	3762
FOR	MISSION GROUP COMMERCIAL LTD
PROJECT	1750 PIER MAC WAY, KELOWNA, BC
REVISION	



SCHEDULE F
This forms part of development
Permit # DP16-0008



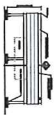
BUILDING 'C'
(CRU'S C1-C4)
6,036 SF

FLOOR PLAN - BUILDING C

PRINCIPLE FACADES:
GLAZING/ARTICULATED RELIEF CALCULATION

WEST ELEVATION			
BUILDING FACADE AREA	3445 SQ	100 %	
ACTUAL GLAZING AREA	43 SQ	63 %	
OTHER RELIEF AREA	3316 SQ	100 %	
TOTAL	3445 SQ	100 %	

SOUTH ELEVATION			
BUILDING FACADE AREA	3745 SQ	100 %	
ACTUAL GLAZING AREA	53 SQ	63 %	
OTHER RELIEF AREA	3316 SQ	100 %	
TOTAL	3745 SQ	100 %	

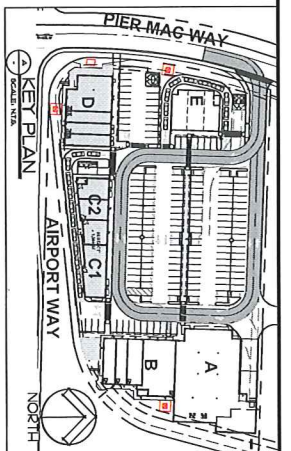


TYPICAL ELEVATION
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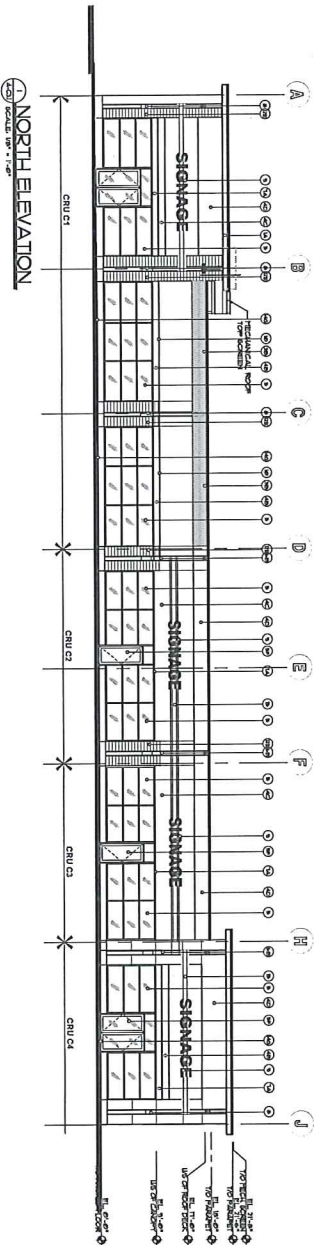


SECTIONAL DETAIL
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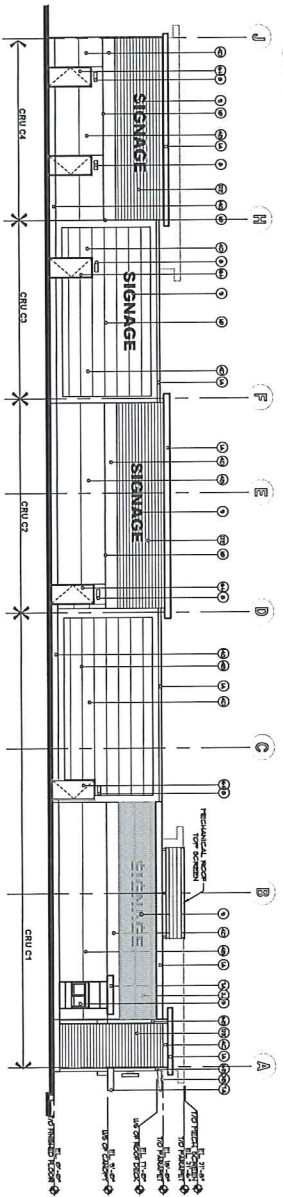
MECH. ROOF TOP SCREEN



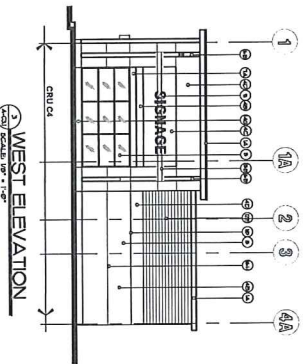
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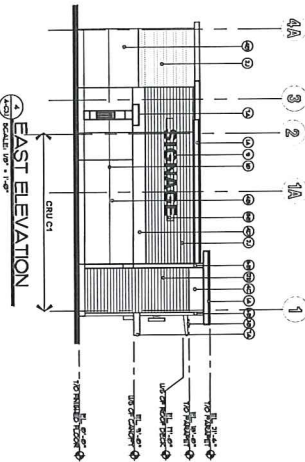
NORTH ELEVATION
SCALE: 1/8" = 1'-0"



SOUTH ELEVATION
SCALE: 1/8" = 1'-0"



WEST ELEVATION
SCALE: 1/8" = 1'-0"



EAST ELEVATION
SCALE: 1/8" = 1'-0"

EXTERIOR MATERIALS & FINISHES:

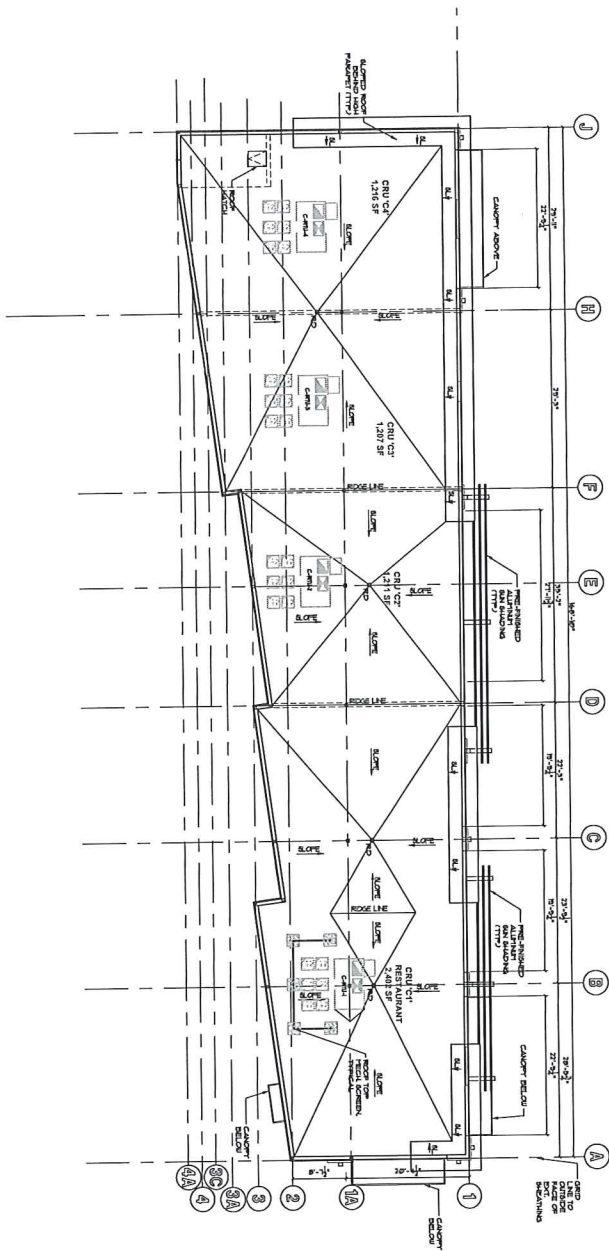
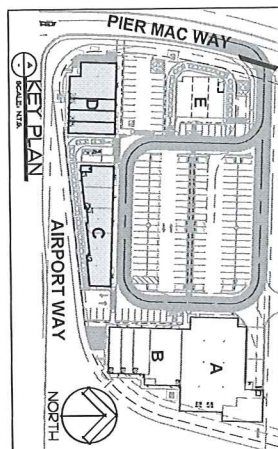
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2. COMPLETED TITAN CLAY CLADDING	2. COMPLETED TITAN CLAY CLADDING
3. PROPOSED ALUMINUM WINDOW & DOOR	3. PROPOSED ALUMINUM WINDOW & DOOR
4. PROPOSED ALUMINUM WINDOW & DOOR	4. PROPOSED ALUMINUM WINDOW & DOOR
5. PROPOSED ALUMINUM WINDOW & DOOR	5. PROPOSED ALUMINUM WINDOW & DOOR
6. PROPOSED ALUMINUM WINDOW & DOOR	6. PROPOSED ALUMINUM WINDOW & DOOR
7. PROPOSED ALUMINUM WINDOW & DOOR	7. PROPOSED ALUMINUM WINDOW & DOOR
8. PROPOSED ALUMINUM WINDOW & DOOR	8. PROPOSED ALUMINUM WINDOW & DOOR
9. PROPOSED ALUMINUM WINDOW & DOOR	9. PROPOSED ALUMINUM WINDOW & DOOR
10. PROPOSED ALUMINUM WINDOW & DOOR	10. PROPOSED ALUMINUM WINDOW & DOOR

SPECIFICATIONS:

1. PROPOSED TITAN CLAY CLADDING	1. PROPOSED TITAN CLAY CLADDING
2. COMPLETED TITAN CLAY CLADDING	2. COMPLETED TITAN CLAY CLADDING
3. PROPOSED ALUMINUM WINDOW & DOOR	3. PROPOSED ALUMINUM WINDOW & DOOR
4. PROPOSED ALUMINUM WINDOW & DOOR	4. PROPOSED ALUMINUM WINDOW & DOOR
5. PROPOSED ALUMINUM WINDOW & DOOR	5. PROPOSED ALUMINUM WINDOW & DOOR
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9. PROPOSED ALUMINUM WINDOW & DOOR	9. PROPOSED ALUMINUM WINDOW & DOOR
10. PROPOSED ALUMINUM WINDOW & DOOR	10. PROPOSED ALUMINUM WINDOW & DOOR



SCHEDULE A
This forms part of development
Permit # 016-0003



**BUILDING 'C'
(CRU'S C1-C4)
6,036 SF**

1 ROOF PLAN - BUILDING C
A-01 SCALE 1/8" = 1'-0"

P:\3752\3752A-CD202-REVISED.dwg PRINTED BY WS119 ON Wednesday, December 23, 2015 12:19:05 PM

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All designs, concepts, and other information shown on this drawing, as well as the design, shall remain the property of Urban Design Group Architects Ltd. and shall not be used or referred without written permission.

CONTRACT

Reviews

1	20-11-50	20-11-50
2	20-11-50	20-11-50

7	10-1-20	10-1-20
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[illegible]

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3

2

2

AIRPORT VILLAGE
1750 PIER MAC WAY, KELOWNA, BC
For MISSION GROUP COMMERCIAL LTD

architects ltd.
600-1140 WEST FENDERT
WANDUVER, BC V8E 4C8
TELEPHONE (604) 687-2334
FACSIMILE (604) 688-7448

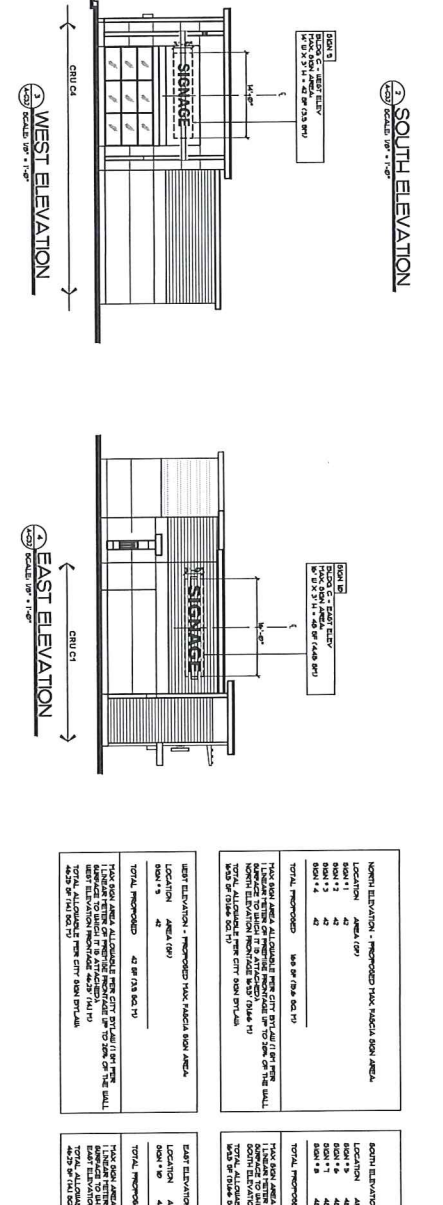
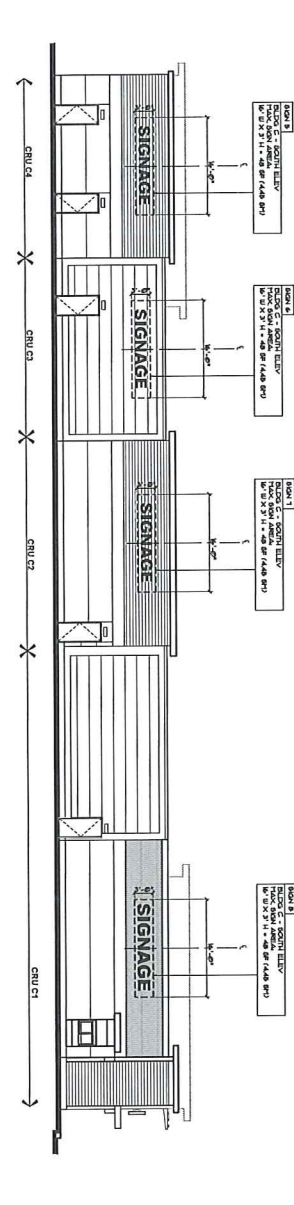
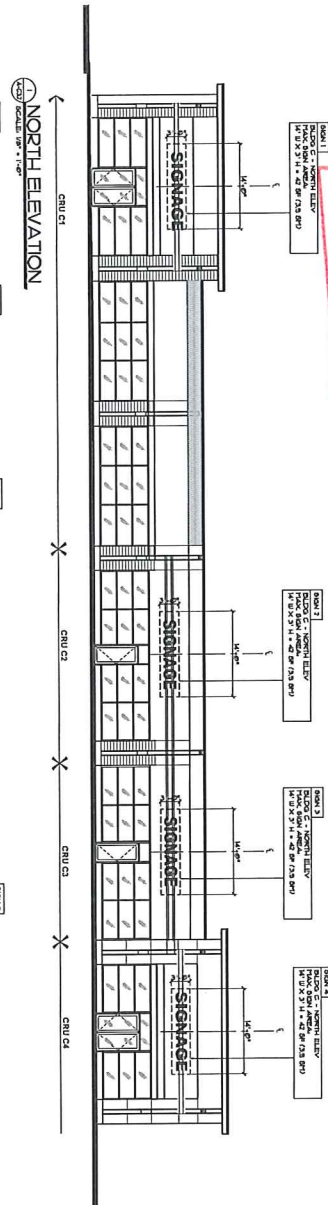
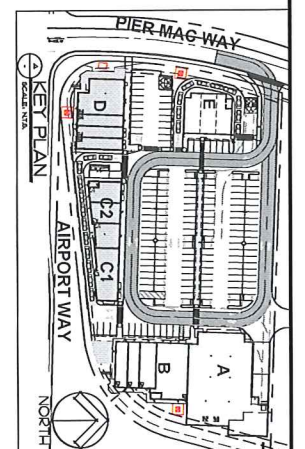
Project number **3753**

Sheet 12/27

ROOF PLAN
BUILDING C

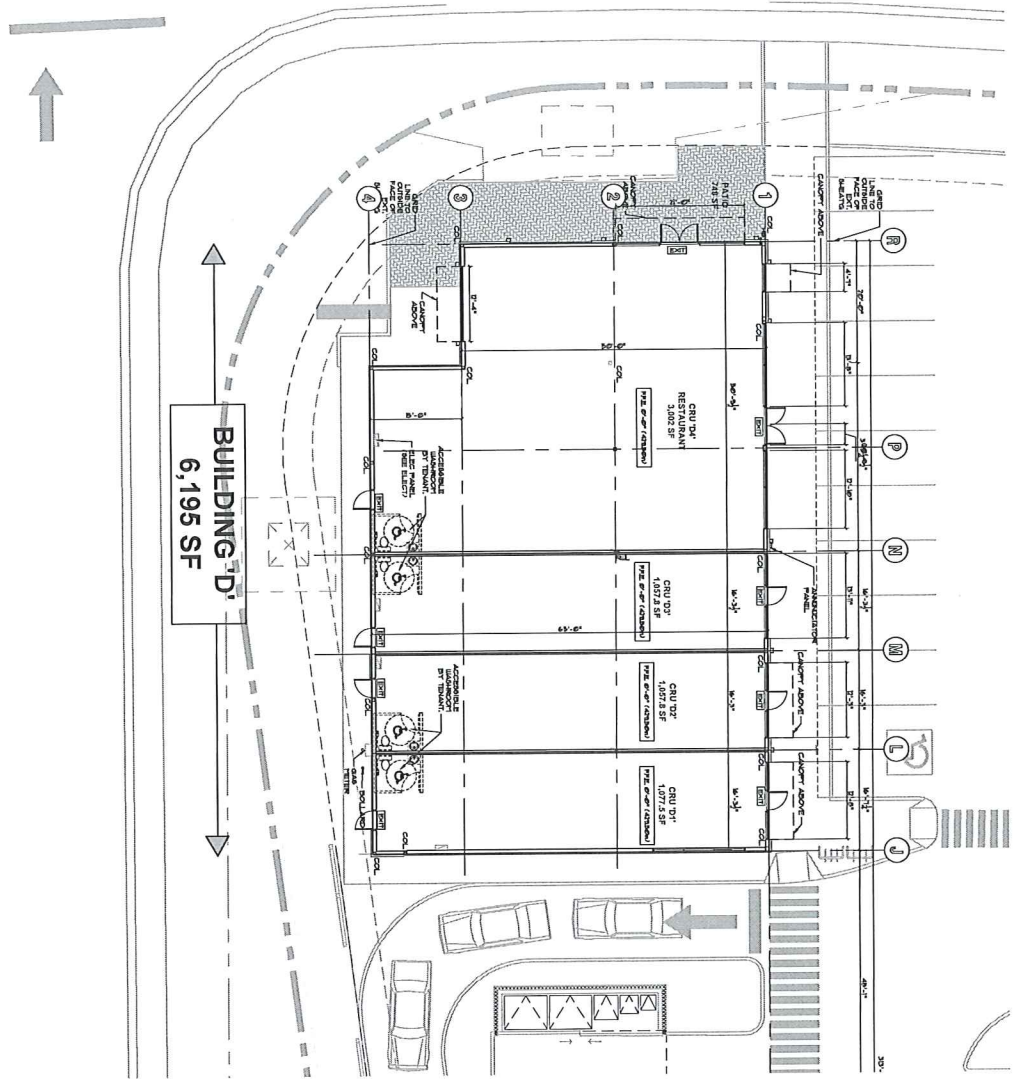
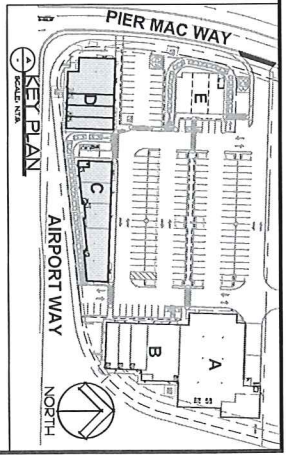
NAME	AS NOTED	A-022
DATE	10/10/1971	
TIME	10:00	
BY	NY	

SCHEDULE B
This forms part of development
Permit # **DP16-0008**



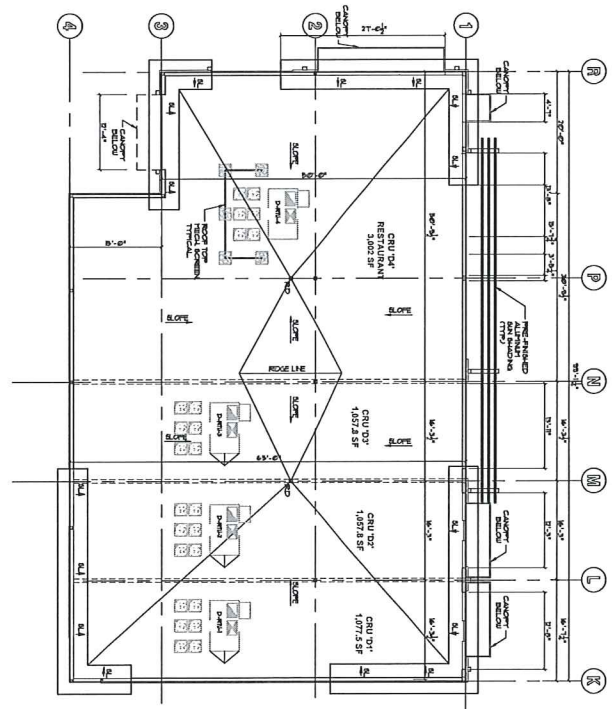
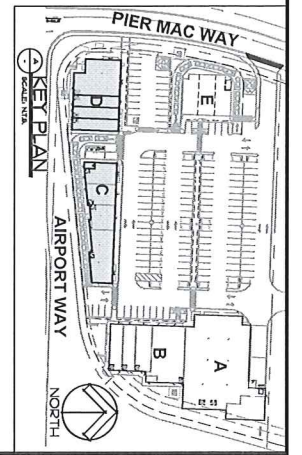
NORTH ELEVATION - PROPOSED SIGNAGE SIGN AREA	
LOCATION	AREA (sq ft)
Sign 1	42
Sign 2	42
Sign 3	42
Sign 4	42
TOTAL, PROPOSED	168 sq ft (15.6 sq ft)
SIGNAGE TO BE PLACED ON THE BUILDING TO BE 20% OF THE WALL. NORTH ELEVATION PROPOSED 42.27 (14 ft) 42.27 sq ft (14 sq ft) 42.27 sq ft (14 sq ft) 42.27 sq ft (14 sq ft)	
WEST ELEVATION - PROPOSED SIGNAGE SIGN AREA	
LOCATION	AREA (sq ft)
Sign 5	42
TOTAL, PROPOSED	42 sq ft (3.8 sq ft)
SIGNAGE TO BE PLACED ON THE BUILDING TO BE 20% OF THE WALL. WEST ELEVATION PROPOSED 42.27 (14 ft) 42.27 sq ft (14 sq ft) 42.27 sq ft (14 sq ft) 42.27 sq ft (14 sq ft)	
EAST ELEVATION - PROPOSED SIGNAGE SIGN AREA	
LOCATION	AREA (sq ft)
Sign 6	42
TOTAL, PROPOSED	42 sq ft (3.8 sq ft)
SIGNAGE TO BE PLACED ON THE BUILDING TO BE 20% OF THE WALL. EAST ELEVATION PROPOSED 42.27 (14 ft) 42.27 sq ft (14 sq ft) 42.27 sq ft (14 sq ft) 42.27 sq ft (14 sq ft)	
SOUTH ELEVATION - PROPOSED SIGNAGE SIGN AREA	
LOCATION	AREA (sq ft)
Sign 7	42
Sign 8	42
Sign 9	42
TOTAL, PROPOSED	126 sq ft (11.3 sq ft)
SIGNAGE TO BE PLACED ON THE BUILDING TO BE 20% OF THE WALL. SOUTH ELEVATION PROPOSED 42.27 (14 ft) 42.27 sq ft (14 sq ft) 42.27 sq ft (14 sq ft) 42.27 sq ft (14 sq ft)	

SCHEDULE A
 This forms part of development
 Permit # 0P16-0008



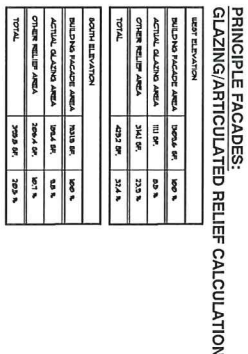
FLOOR PLAN - BUILDING D

SCHEDULE A
 This forms part of development
 Permit # DR16-0008



BUILDING 'D'
 6,195 SF

ROOF PLAN - BUILDING D
 SCALE 1/8" = 1'-0"

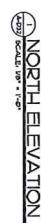
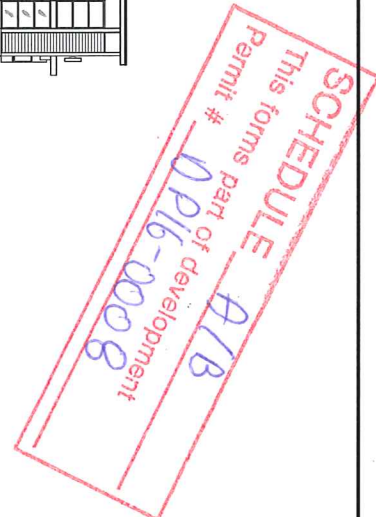
[illegible][illegible][illegible]

4
A-DJ
SCALE: 1/8" = 1'-0"

[illegible]

①	BRUSHY HONEY 329-38 BLACK MANTLE
②	BRUSHY HONEY 329-40 GREY SHEET
③	BRUSHY HONEY 329-42 BROWN TOWARD
④	BRUSHY HONEY 329-44 BROWN
⑤	MAINE CROWN 329-46 BROWN LIGHT CROWN 329-48
⑥	CLEAR ANGELOZ ALUMINUM
⑦	NATURAL, BROWN BRUSH
⑧	COLOR TO MATCH WALL COLOR
⑨	DIMENSION COLOR - MATCHMENT
⑩	
⑪	

12-11-2008
 SCHEDULE
 This forms part of contract
 Permit # DP16-0008



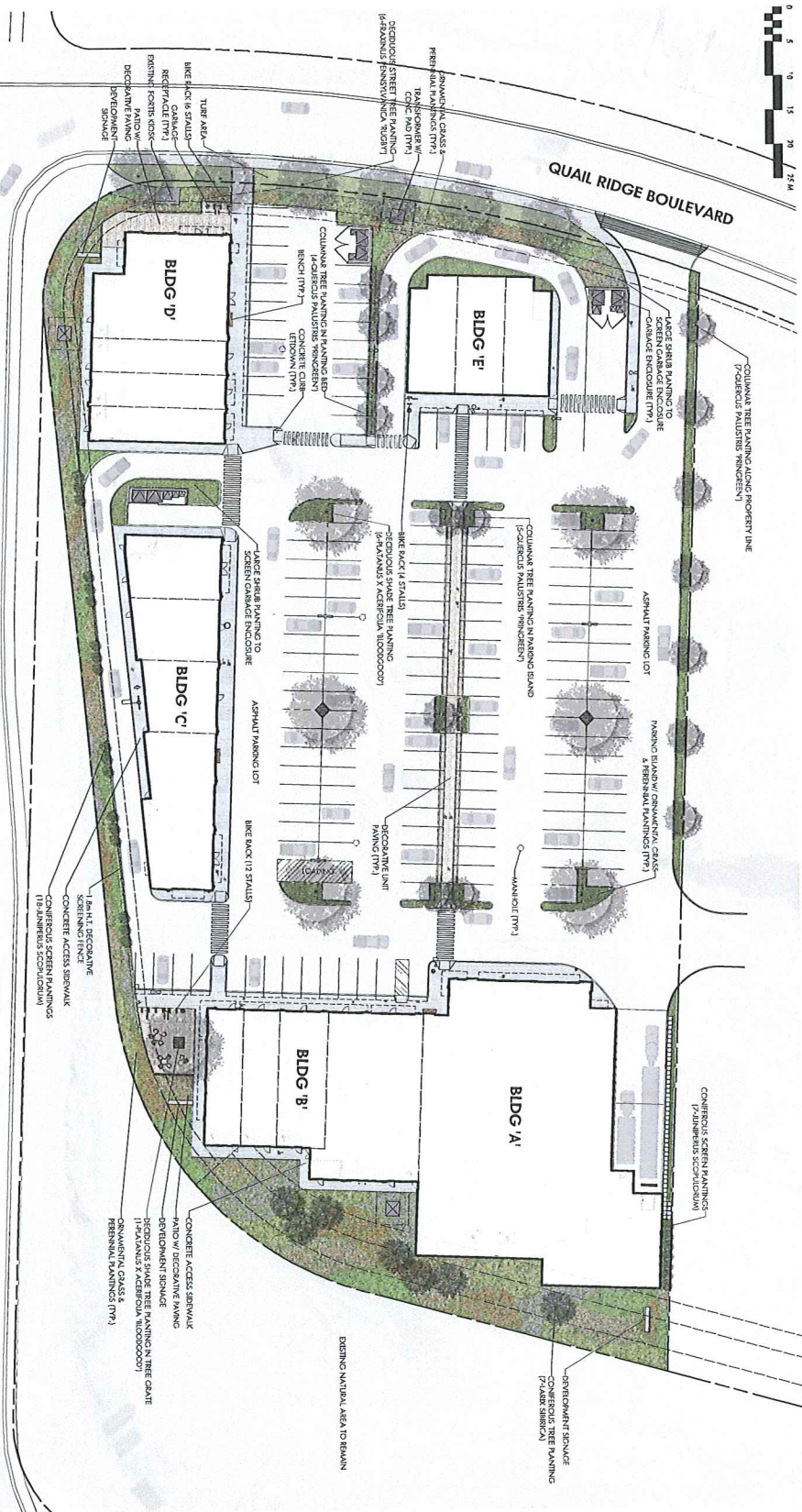
LOCATION	AREA (SQ)
BOA # 5	49
BOA # 6	40
BOA # 7	41
BOA # 8	42
TOTAL PROPOSED	182 SQ (18.2 SQ. Y)

HAVE BOA AREA ALLOWANCE FOR CITY BOA # 8 FOR THE
 1.8466 ACRES OF PERMITTED IMPROVEMENTS TO BE Sited ON THE BOA
 TOTAL ALLOWANCE FOR CITY BOA # 8 WILL BE 1.8466 YD
 BOA # 8 (18.47 SQ. Y)



LOCATION	AREA (SQ FOOT) * 10	42 SQ. (1.2 AC. TV)
TOTAL PROPOSED		





NOTES

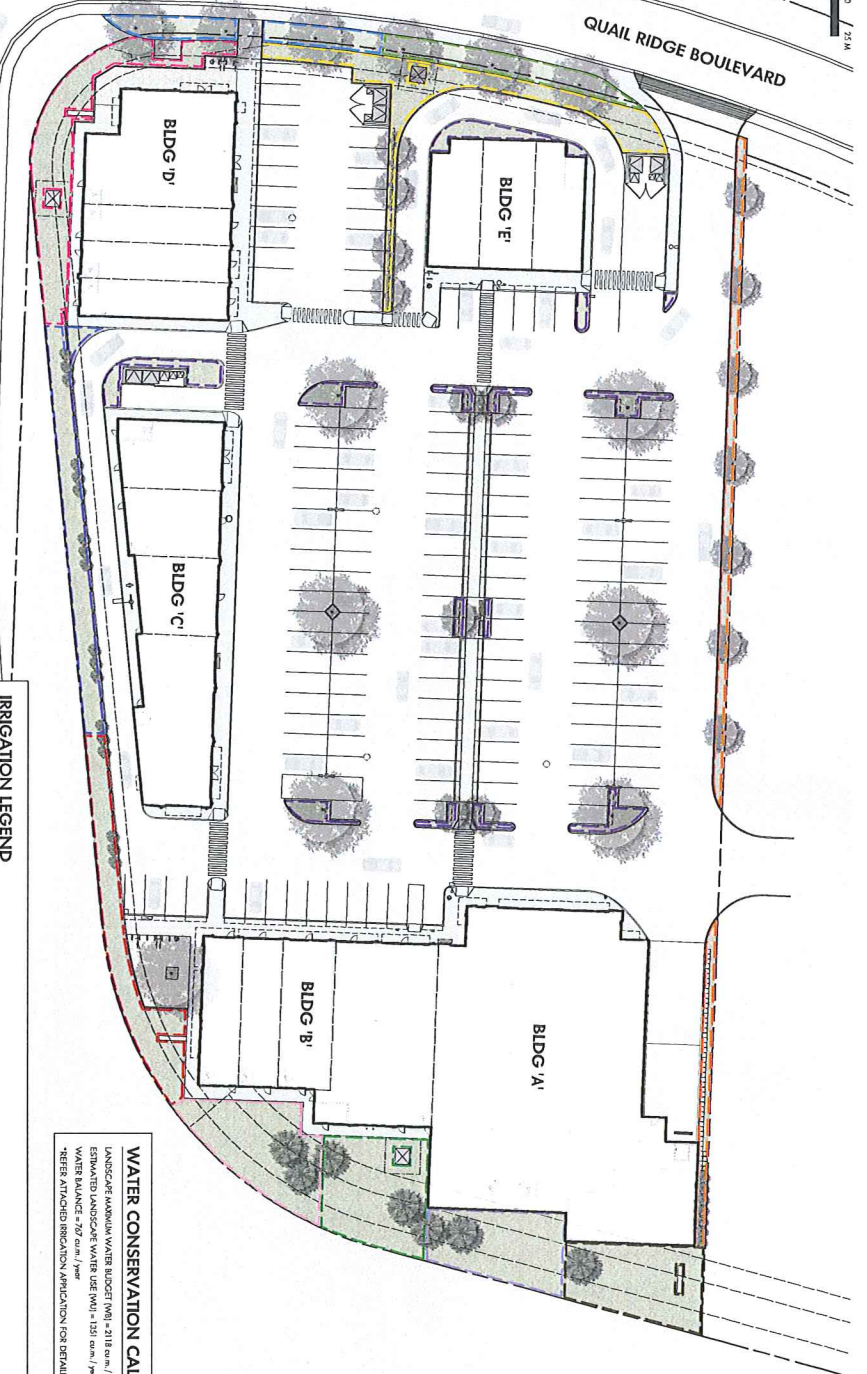
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SCHEDULE C
This forms part of development
Permit # DP16-0008



QUAIL RIDGE BOULEVARD

AIRPORT WAY



IRRIGATION NOTES

1. IRRIGATION PRODUCTS AND INSTALLATION METHODS SHALL MEET OR EXCEED THE REQUIREMENTS OF THE WATER USE REGULATIONS BY THE CITY OF ALBUQUERQUE, NEW MEXICO, AND THE SUPPLEMENTARY SPECIFICATIONS IN THE CITY OF ALBUQUERQUE, NEW MEXICO, AND THE SUPPLEMENTARY SPECIFICATIONS IN THE CITY OF ALBUQUERQUE, NEW MEXICO.
2. THE IRRIGATION SYSTEM SHALL MEET THE REQUIREMENTS, REGULATIONS, AND STANDARDS OF THE WATER FURNISHING AGENCY.
3. THE IRRIGATION SYSTEM SHALL BE EQUIPPED WITH AN AUTOMATIC IRRIGATION CONTROL SYSTEM, WATER METER, AND SHUT OFF VALVE LOCATED OUTSIDE THE BUILDING ACCESSIBLE TO THE CITY.
4. AN AUTOMATIC SHUT OFF VALVE SHALL BE INSTALLED. THE IRRIGATION SCHEDULING TIMES SHALL BE BASED ON A MAXIMUM ET VALUE OF 7.1, MONTHLY MEAN, JANUARY, AND CONSIDERING SOIL TYPE, SLOPE, AND MICROCLIMATE.
5. DRIP LINE AND BATTERIES SHALL INCORPORATE TECHNOLOGY TO LIMIT ROOT INTRUSION.
6. IRRIGATION SLEEVES SHALL BE INSTALLED TO ROUTE IRRIGATION LINES UNDER HARD SURFACES AND FEATURES.
7. IRRIGATION PIPE SHALL BE SIZED TO ALLOW FOR A MAXIMUM FLOW OF 1.5" / SEC.
8. A FLOW SENSOR AND MASTER VALVE SHALL BE CONNECTED TO THE CONTROLLER AND PROGRAMMED TO STOP FLOW TO THE SYSTEM IN CASE OF AN IRRIGATION WATER LEAK.

IRRIGATION LEGEND

- ZONE #1 LOW VOLUME (TOP UP) SPROINKLER FOR TURF AREA. MODERATE WATER EXPOSURE. PARTIALLY SHADED BY TREES. ESTIMATED ANNUAL WATER USE: 14.0 cu.m.
- ZONE #2 LOW VOLUME (TOP UP) SPROINKLER FOR TURF AREA. MODERATE WATER EXPOSURE. PARTIALLY SHADED BY TREES. ESTIMATED ANNUAL WATER USE: 14.0 cu.m.
- ZONE #3 HIGH EFFICIENCY SUBSURFACE DRIP IRRIGATION FOR MODERATE WATER EXPOSURE. PARTIALLY SHADED BY TREES. ESTIMATED ANNUAL WATER USE: 11.4 cu.m.
- ZONE #4 HIGH EFFICIENCY SUBSURFACE DRIP IRRIGATION FOR MODERATE WATER EXPOSURE. PARTIALLY SHADED BY TREES. ESTIMATED ANNUAL WATER USE: 11.4 cu.m.
- ZONE #5 HIGH EFFICIENCY SUBSURFACE DRIP IRRIGATION FOR MODERATE WATER EXPOSURE. PARTIALLY SHADED BY TREES. ESTIMATED ANNUAL WATER USE: 11.4 cu.m.
- ZONE #6 HIGH EFFICIENCY SUBSURFACE DRIP IRRIGATION FOR MODERATE WATER EXPOSURE. PARTIALLY SHADED BY TREES. ESTIMATED ANNUAL WATER USE: 11.4 cu.m.
- ZONE #7 HIGH EFFICIENCY SUBSURFACE DRIP IRRIGATION FOR MODERATE WATER EXPOSURE. PARTIALLY SHADED BY TREES. ESTIMATED ANNUAL WATER USE: 11.4 cu.m.
- ZONE #8 HIGH EFFICIENCY SUBSURFACE DRIP IRRIGATION FOR MODERATE WATER EXPOSURE. PARTIALLY SHADED BY TREES. ESTIMATED ANNUAL WATER USE: 11.4 cu.m.
- ZONE #9 HIGH EFFICIENCY SUBSURFACE DRIP IRRIGATION FOR MODERATE WATER EXPOSURE. PARTIALLY SHADED BY TREES. ESTIMATED ANNUAL WATER USE: 11.4 cu.m.
- ZONE #10 HIGH EFFICIENCY SUBSURFACE DRIP IRRIGATION FOR MODERATE WATER EXPOSURE. PARTIALLY SHADED BY TREES. ESTIMATED ANNUAL WATER USE: 11.4 cu.m.
- ZONE #11 HIGH EFFICIENCY SUBSURFACE DRIP IRRIGATION FOR MODERATE WATER EXPOSURE. PARTIALLY SHADED BY TREES. ESTIMATED ANNUAL WATER USE: 11.4 cu.m.
- ZONE #12 HIGH EFFICIENCY SUBSURFACE DRIP IRRIGATION FOR MODERATE WATER EXPOSURE. PARTIALLY SHADED BY TREES. ESTIMATED ANNUAL WATER USE: 11.4 cu.m.
- ZONE #13 HIGH EFFICIENCY SUBSURFACE DRIP IRRIGATION FOR MODERATE WATER EXPOSURE. PARTIALLY SHADED BY TREES. ESTIMATED ANNUAL WATER USE: 11.4 cu.m.
- ZONE #14 HIGH EFFICIENCY SUBSURFACE DRIP IRRIGATION FOR MODERATE WATER EXPOSURE. PARTIALLY SHADED BY TREES. ESTIMATED ANNUAL WATER USE: 11.4 cu.m.
- ZONE #15 HIGH EFFICIENCY SUBSURFACE DRIP IRRIGATION FOR MODERATE WATER EXPOSURE. PARTIALLY SHADED BY TREES. ESTIMATED ANNUAL WATER USE: 11.4 cu.m.
- ZONE #16 HIGH EFFICIENCY SUBSURFACE DRIP IRRIGATION FOR MODERATE WATER EXPOSURE. PARTIALLY SHADED BY TREES. ESTIMATED ANNUAL WATER USE: 11.4 cu.m.
- ZONE #17 HIGH EFFICIENCY SUBSURFACE DRIP IRRIGATION FOR MODERATE WATER EXPOSURE. PARTIALLY SHADED BY TREES. ESTIMATED ANNUAL WATER USE: 11.4 cu.m.
- ZONE #18 HIGH EFFICIENCY SUBSURFACE DRIP IRRIGATION FOR MODERATE WATER EXPOSURE. PARTIALLY SHADED BY TREES. ESTIMATED ANNUAL WATER USE: 11.4 cu.m.
- ZONE #19 HIGH EFFICIENCY SUBSURFACE DRIP IRRIGATION FOR MODERATE WATER EXPOSURE. PARTIALLY SHADED BY TREES. ESTIMATED ANNUAL WATER USE: 11.4 cu.m.
- ZONE #20 HIGH EFFICIENCY SUBSURFACE DRIP IRRIGATION FOR MODERATE WATER EXPOSURE. PARTIALLY SHADED BY TREES. ESTIMATED ANNUAL WATER USE: 11.4 cu.m.

WATER CONSERVATION CALCULATIONS

LANDSCAPE MAXIMUM WATER BUDGET (MW) = 2118 cu.m. / year
 ESTIMATED LANDSCAPE WATER USE (LW) = 1331 cu.m. / year
 WATER BALANCE = 787 cu.m. / year
 WATER ALLOWED IRRIGATION APPLICATION FOR DETAILED CALCULATIONS:

WATER CONSERVATION & IRRIGATION PLAN

DATE	REVISION	BY	FOR
11/15/23	1	LANDSCAPE ARCHITECT	DESIGN DEVELOPMENT
11/15/23	2	LANDSCAPE ARCHITECT	PERMIT SUBMITTAL
11/15/23	3	LANDSCAPE ARCHITECT	FINAL DESIGN

DATE	REVISION	BY	FOR
11/15/23	1	LANDSCAPE ARCHITECT	DESIGN DEVELOPMENT
11/15/23	2	LANDSCAPE ARCHITECT	PERMIT SUBMITTAL
11/15/23	3	LANDSCAPE ARCHITECT	FINAL DESIGN

DATE	REVISION	BY	FOR
11/15/23	1	LANDSCAPE ARCHITECT	DESIGN DEVELOPMENT
11/15/23	2	LANDSCAPE ARCHITECT	PERMIT SUBMITTAL
11/15/23	3	LANDSCAPE ARCHITECT	FINAL DESIGN

DATE	REVISION	BY	FOR
11/15/23	1	LANDSCAPE ARCHITECT	DESIGN DEVELOPMENT
11/15/23	2	LANDSCAPE ARCHITECT	PERMIT SUBMITTAL
11/15/23	3	LANDSCAPE ARCHITECT	FINAL DESIGN

DATE	REVISION	BY	FOR
11/15/23	1	LANDSCAPE ARCHITECT	DESIGN DEVELOPMENT
11/15/23	2	LANDSCAPE ARCHITECT	PERMIT SUBMITTAL
11/15/23	3	LANDSCAPE ARCHITECT	FINAL DESIGN

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OUTLAND DESIGN
 LANDSCAPE ARCHITECTURE
 206 S. 10th Street
 Albuquerque, NM 87102
 T 505.263.4477
 www.outlanddesign.com

SCHEDULE C
 This forms part of development
 Permit # **DP16-0008**

REPORT TO COUNCIL



Date: February 1, 2016

RIM No. 1210-21

To: City Manager

From: Community Planning Department (MS)

Application: A15-0013

Owner: Bikar Johal

Address: 2115 Rutland Road
175 Old Vernon Road
219 Old Vernon Road

Applicant: Kent-Macpherson

Subject: ALC Application to exclude portions of 2115 Rutland Road, 175 Old Vernon Road, and 219 Old Vernon Road from the Agricultural Land Reserve

Existing OCP Designation: Service Commercial / Resource Protection Area

Existing Zone: A1 - Agriculture 1

1.0 Recommendation

THAT Agricultural Land Reserve Appeal No. A15-0013 for portions of Lot 1 Section 35 Township 26 ODYD Plan 4375, located at 2115 Rutland Road North; Lot 11 Section 35 Township 26 ODYD Plan 4375, located at 175 Old Vernon Road; and Lot 12 Section 35 Township 26 ODYD Plan 4375, located at 219 Old Vernon Road; as outlined in Schedule 'A', attached to the staff report dated February 1, 2016, for an exclusion of agricultural land in the Agricultural Land Reserve (ALR) pursuant to Section 30 of the Agricultural Land Commission (ALC) Act, be supported by Council;

AND THAT Council's support be subject to:

1. An Agrology Report which includes:

- 1.1 Agricultural mitigation measures, including the potential for soil salvage and its relocation to other farm properties in the ALR;
- 1.2 A cost estimate and corresponding bonding for soil relocation and mitigation measures; and

2. A Final Report by an Agrologist stating that mitigation measures have been completed.

AND FURTHER THAT Council directs staff to forward the subject application to the Agricultural Land Commission for consideration.

3. Purpose

To support an application to the Agricultural Land Commission for exclusion for the portions of the subject properties orphaned to the west of the Rutland Road Realignment proposed Right of Way.

4. Community Planning

Staff supports the application to exclude the portions of the properties as shown in Schedule 'A', subject to an agrologist's report that outlines measures to mitigate impacts to agriculture, and to benefit agriculture in Kelowna generally. The conditions of support also outline the supervision of mitigation measures and a final completion report signed by a professional agrologist.

The Official Community Plan (OCP) indicates support for exclusions where they satisfy civic objectives¹. The Future Land Use of Service Commercial is identified in the OCP on the lands that will be orphaned by the Rutland Road Extension. In addition, these lands are identified within Permanent Growth Boundary.

Council should consider the impacts of a non-agricultural use and consider mitigation opportunities that would benefit agriculture in the community as a whole, as well as to mitigate any potential impacts to adjacent agricultural lands should the ALC choose to support the proposed exclusion.

5. Proposal

a. Background

Since the 1990s, the transportation plan for Reid's Corner has identified the realignment of Rutland Road to connect with Acland Road to the northeast. The realignment forms part of the Ministry of Transportation Project Six-Laning of Highway 97, as it will help to relieve traffic congestion at the corner of the intersection at Highway 97, Old Vernon Road, and Sexsmith Road.

The realignment bisects three properties in the ALR. Since 1985, the OCP has identified the Future Land Use of the properties in the area as Service Commercial.

A summary of the planning history for the realignment includes (also see attached figures in the Applicant Package):

- OCP 1985 - 2004 - Future Land Use Map identifies Service Commercial identified northeast of Reid's Corner.
- OCP 1994 - 2013 - Future Land Use Map identifies a realignment of Rutland Road from bisecting the subject properties, with a future land use of service commercial to the west of the realignment.
- OCP 2000 - 2020 - Urban Rural Boundaries Maps shows the Permanent Growth Boundary along the Rutland Road Realignment, with the lands to the west shown to be excluded, per the 1998 Agriculture Plan.
- OCP 2000 - 2020 - Future Land Use shown as Service Commercial
- OCP 2010 - 2030 - Future Land Use shown as Service Commercial

A number of applications have been put forward to the Agricultural Land Commission regarding the project. A summary is included below:

- ALC Resolution #1373/92 - Review of draft Highway 97 Sector Plan
 - The Commission instructed staff to convey to the City and the Ministry of Transportation and Highways that:

The Commission agrees in principle with the requested extension and the implied conversion of ALR lands west of the route to the non-farm use, provided the design is based on the lowest standard acceptable for network status in an urban area, so as to minimize encroachment on the ALR.

¹ City of Kelowna, 2012. Official Community Plan – Future Land Use. Section 4.2

- ALC Resolution #203/96 - Exclusion Application for Lot 12 Plan 4375 (219 Old Vernon Road)
- The exclusion as proposed was refused as it was considered premature, however the resolution read:

Notwithstanding, when consensus has been achieved (regarding the precise configuration of the realignment of Rutland Road), the Commission would be willing to exclude the portion of your property which would lie to the west of the finalized road alignment.

This report also cites:

Background Information:

The Commission has agreed in principle to the exclusion of lands west of the proposed Rutland Road extension by the way of the OCP and also by the way of the Kelowna Transportation Plan.

Staff Comment / Recommendation:

Allow exclusion of lands to the west of Rutland Road realignment subject to the consolidation of any remainder with an adjacent ALR Property.

Through an application for exclusion for Lot 12, Plan 4375 in 1996, as noted above, the ALC provided support in principle of the plan, and of the exclusion for the properties west of the realignment, once the design and road location had been finalized. The Rutland Road Alignment was determined and confirmed through the ALC Resolution #295/2014, whereby the Commission approved the exclusion of 2.6 ha of land (ALC File #53711) for the purpose of Highway 97 expansion and the Realignment of Rutland Road.

- ALC Resolution #295/2014 - Application by the Ministry of Transportation and Infrastructure for the application for the Six Laning of Highway 97 Project (including the Rutland Road realignment). The Commission resolved:

THAT the request to use 2.6 ha of ALR affecting fourteen (14) parcels for road right of way for the widening of Highway #97 and the realignment of Rutland Road be approved;

AND THAT the approval is subject to the following conditions(s):

- 1. The road widening and realignment is consistent with the plans submitted with the application.*
- 2. Mitigation of the impacts of the project on agriculture be fulfilled as per the May 29th, 2014 Talisman Land Resource Consultants Agricultural Impact Assessment.*
- 3. The submission of a final report by a professional agrologist confirming that the proposed mitigation actions outlined in the above referenced 'Agricultural impact Assessment are completed as proposed. The final report must be provided to the ALC within 60 days of the completion of the project.*

AND FINALLY THAT this decision does not relieve the owner or occupier of the responsibility to comply with applicable Acts, regulations, bylaws of the local government, and decisions and orders of any person or body having jurisdiction over the land under an enactment.

b. Project Description

The Rutland Road Extension is designed to eliminate a dangerous corner at Old Vernon Road and Sexsmith. The new Rutland Road will make a defensible boundary for the ALR properties to the east. Both Council and staff supported the 1995 application for exclusion of Lot 12 Plan 4375 (219 Old Vernon Road), and have endorsed the future land use of the properties as commercial properties in previous and current Official Community Plans (including OCPs from 1985 to 2004, 1994 to 2013, and 2000 to 2020). In addition, the lands proposed for exclusion lie within the City's Permanent Growth Boundary.

This application is requesting that the lands west of the proposed Rutland Road Realignment Right of Way be excluded from the ALR.

c. Site Context

The subject properties are located in the Rutland Sector of the City and are within the Agricultural Land Reserve. The Future Land Use of the properties is Service Commercial. The portions of the properties in question are zoned A1 - Agriculture 1 (Maps 1 - 7, below) and are within the Permanent Growth Boundary. The properties are level with a slight grade of approximately 1% from a high point on the northeast corner of 219 Old Vernon Road to a low at the west property line of 2115 Rutland Road.

Parcel Summary - 2115 Rutland Road:

Parcel Size: 0.91 ha (2.26 acres)

Parcel Summary - 175 Old Vernon Road:

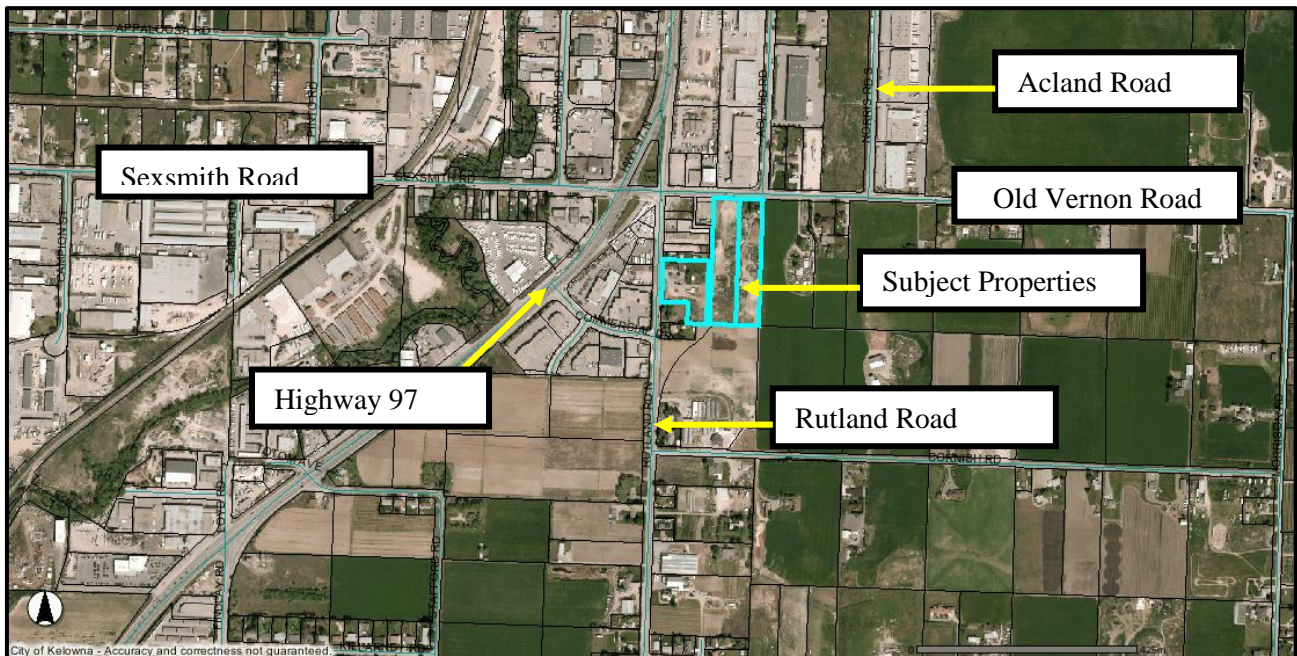
Parcel Size: 1.21 ha (3 acres)

Parcel Summary - 219 Old Vernon Road Road:

Parcel Size: 0.89 ha (2.19 acres)

Elevation Range: 409 to 406 metres above sea level (masl) (approx.)

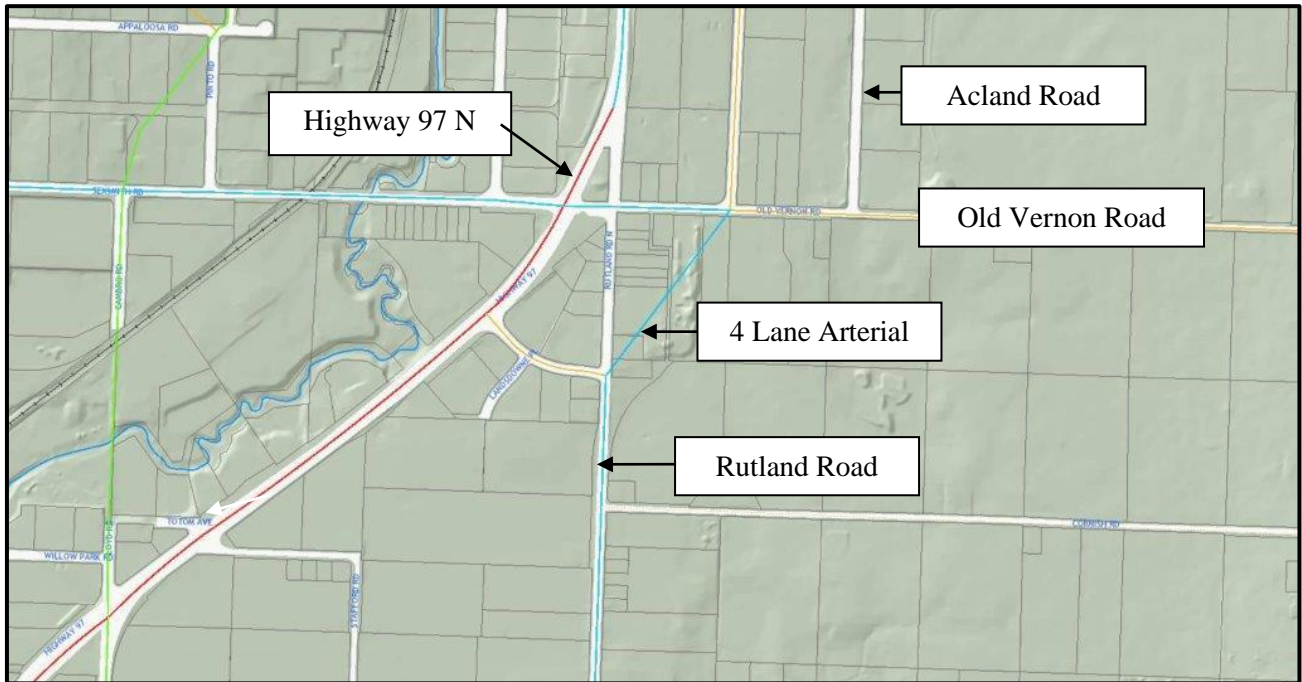
Map 3 - Neighbourhood



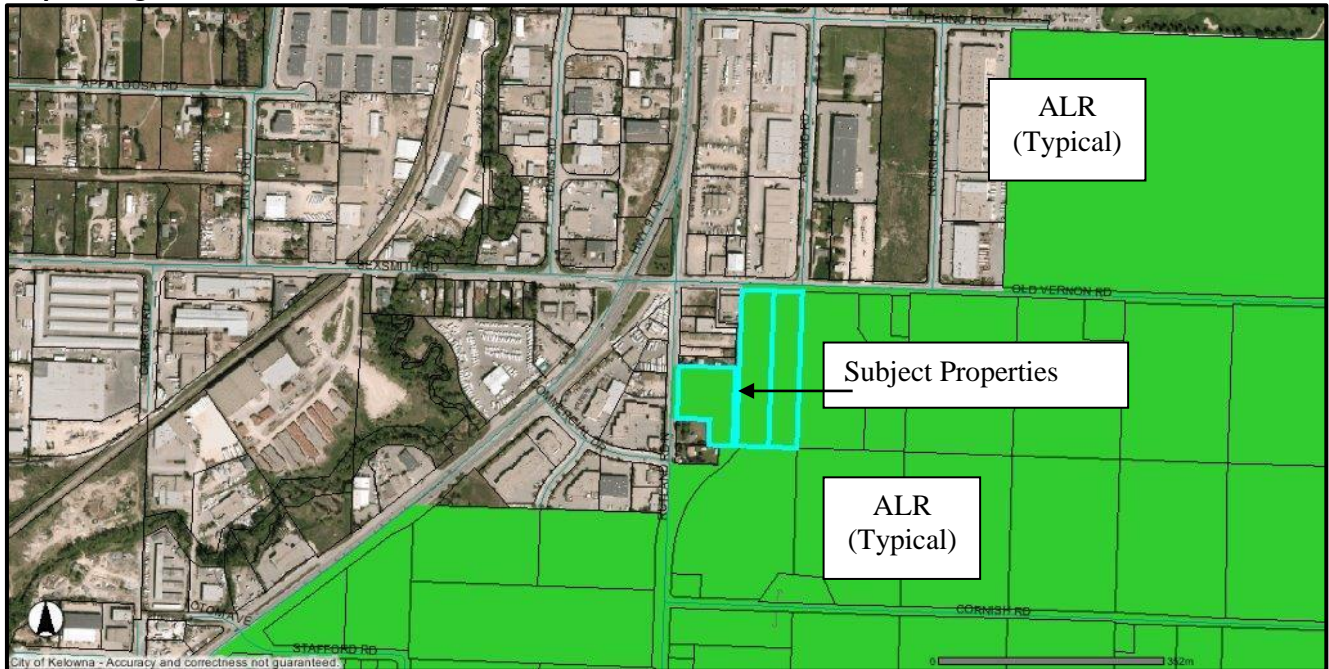
Map 4 - Permanent Growth Boundary



Map 5 - Transportation Plan - 20 Year



Map 6 - Agricultural Land Reserve



f. **Soil Capability**

Soil Capability of the lands proposed for exclusion are Glenmore Soils. Soil textures range from silty clay loam to clay loam. Sandy or gravel lenses may be present at depths greater than 2 metres. Glenmore soils are fairly well suited for most agricultural crops, and are stone free, have good water holding capacity and are relatively fertile. Most land with Glenmore soils are farmed for hay or tree fruits².

6. Public Notification

The applicant has complied with the requirements of the ALC regarding exclusion notification. They have:

- posted signage on their property of the application for exclusion;
- advertised the application in the Kelowna Daily Courier (October 23rd and October 30th, 2015); and
- sent registered mail to all neighbours immediately adjacent their property.

7. Current Development Policies

a. **Kelowna Official Community Plan**

Future Land Use (Section 4.2)

Resource Protection Area. Generally land areas within this designation (whether they are within the permanent growth boundary or not) will not be supported for exclusion from the ALR or for more intensive development than that allowed under current zoning regulations, except in specific circumstances where the City of Kelowna will allow exceptions to satisfy civic objectives for the provision

Service Commercial (SC) (Section 4.5)

Developments for the provision of business support services and other commercial uses requiring extensive on-site storage. Building densities would be consistent with the provision of the C10 zone of the Zoning Bylaw.

Permanent Growth Boundary (PGB) (Section 4.7)

Lands within the permanent growth boundary may be considered for urban uses within the 20 year planning horizon ending 2030.

8. Technical Comments

a. **Development Engineering Department**

Development Engineering has no comments at this point in time with regard to this application, however, a comprehensive report will be provided at the time of development application submission when the Agricultural Land Commission agrees to the proposed activity on the subject property.

b. **IPlan - Parks & Public Places**

² MOE, 1983. Soils of the Okanagan and Similkameen Valleys – MOE Technical Report 18.
http://sis.agr.gc.ca/cansis/publications/surveys/bc/bc52/bc52_report.pdf

No comment.

c. Irrigation District

No response.

d. Ministry of Agriculture

No response.

9. Application Chronology

Public Consultation Completed: October 30, 2015

Application Received: November 2, 2015

Agricultural Advisory Committee December 10, 2015

The above noted application was reviewed by the Agricultural Advisory Committee at the meeting held on December 20, 2015 and the following recommendations were passed:

Moved By Keith Duhaime /Seconded By Ed Schiller

THAT the Agriculture Advisory Committee recommends that Council support an application to the Agricultural Land Commission under Section 30 (1) of the Agricultural Land Commission Act for an exclusion of a portion of three properties from the Agricultural Land Reserve on the subject property at 2115 Rutland Road.

Defeated
Ed Schiller - Opposed

ANECTODOTAL COMMENT:

The Agricultural Advisory Committee did not support the exclusion and believes the orphaned properties can be used for agricultural with adjacent properties and that vegetative buffers should be explored. The Committee recognized the benefit to the community, however felt that:

- an agricultural plan needs to be in place for these types of infrastructure projects across the City;
- a clear benefit to agriculture to clear mitigation / compensation plan should be put in place; and the overall benefit to agriculture needs to be demonstrated.

One example of mitigation / compensation included providing City water to agricultural properties along Burtch Road, in order to return them to agriculture, instead of the water licenses along Mission Creek, and that this may be one way to compensate for the loss of these lands to agriculture.

The Committee believes that there is no clear benefit to agriculture. However, the Committee does recognize the transportation benefits of this project.

Report prepared by:

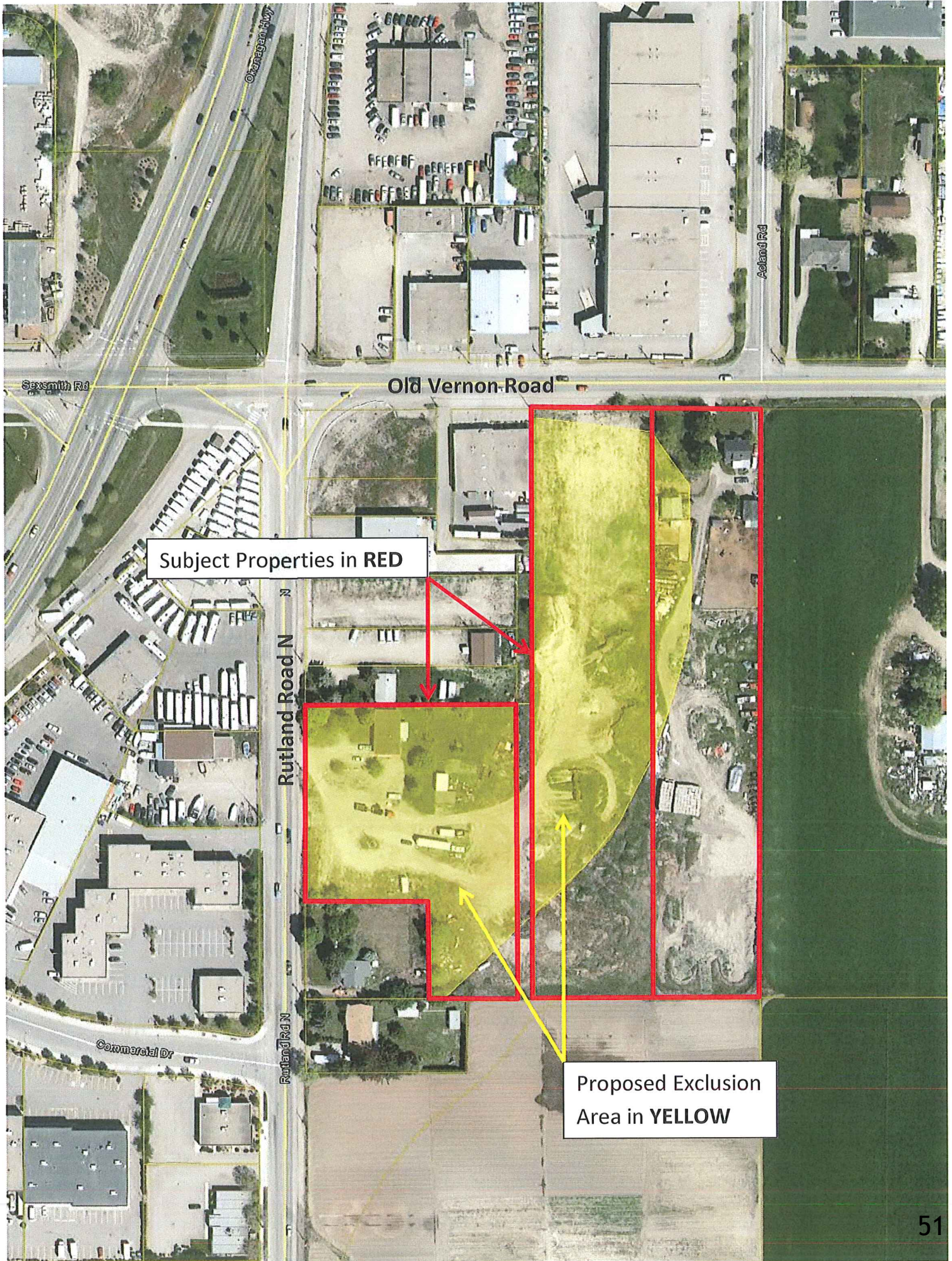
Melanie Steppuhn, Land Use Planner

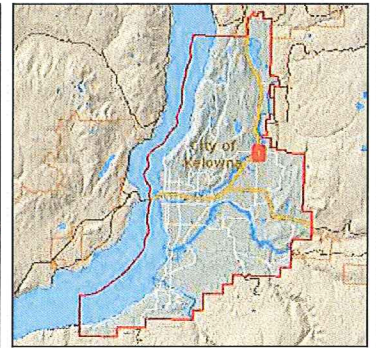
Reviewed by
Approved for Inclusion: ☐ Ryan Smith, Community Planning Department Manager

Approved for Inclusion: ☐ Doug Gilchrist, Divisional Director, Community Planning & Real Estate

Attachments:

Schedule 'A'
Subject Property Map
Applicant ALC Act Application for Exclusion - Supplementary Information
ALC Resolution 295/2014
Agricultural Capability Map
Soil Map





Legend



Notes

Rutland Rd N 2115; Old
Vernon Rd 175 & 219

0 100 200Meters



January 26, 2016

This map is for general information only. The City of Kelowna does not guarantee its accuracy, currency or completeness. All information should be verified.

ALR EXCLUSION APPLICATION

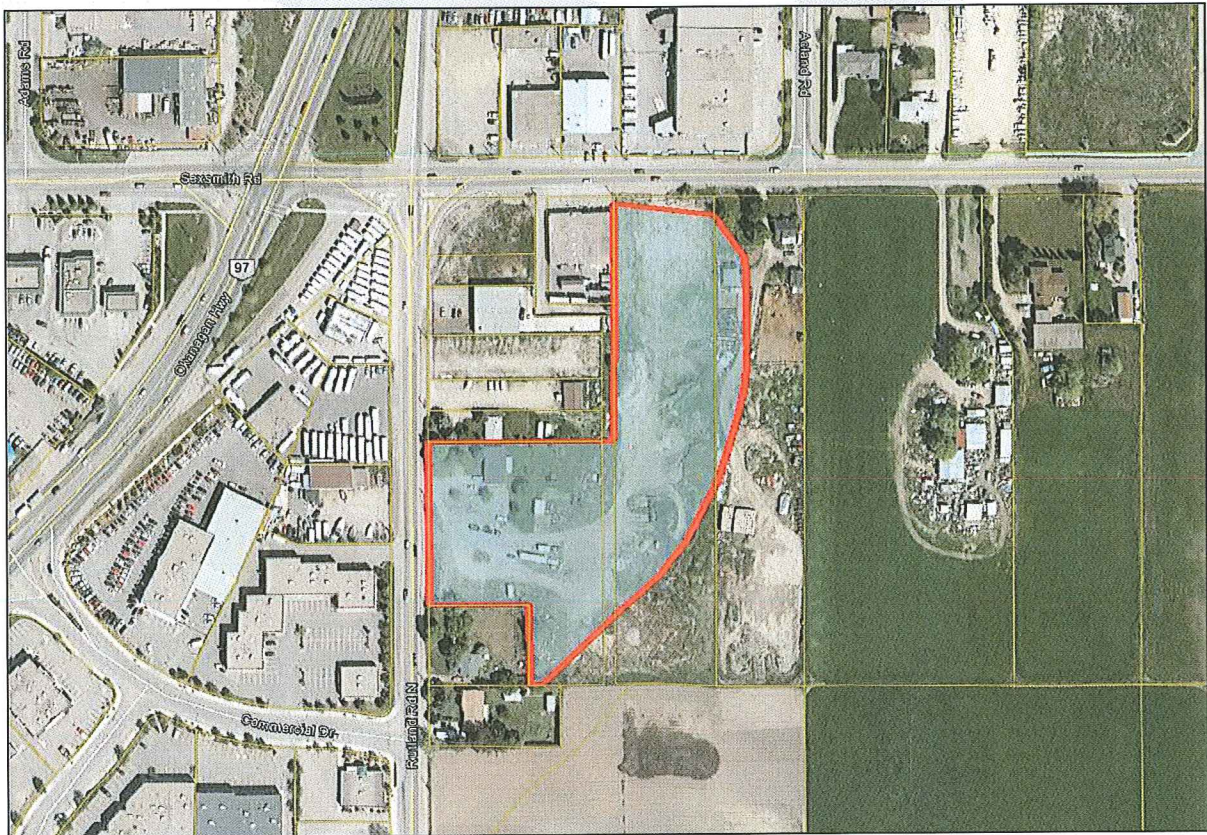
4.70 ± acres

Lots 1, 11 & 12, ODYD, Plan 4375

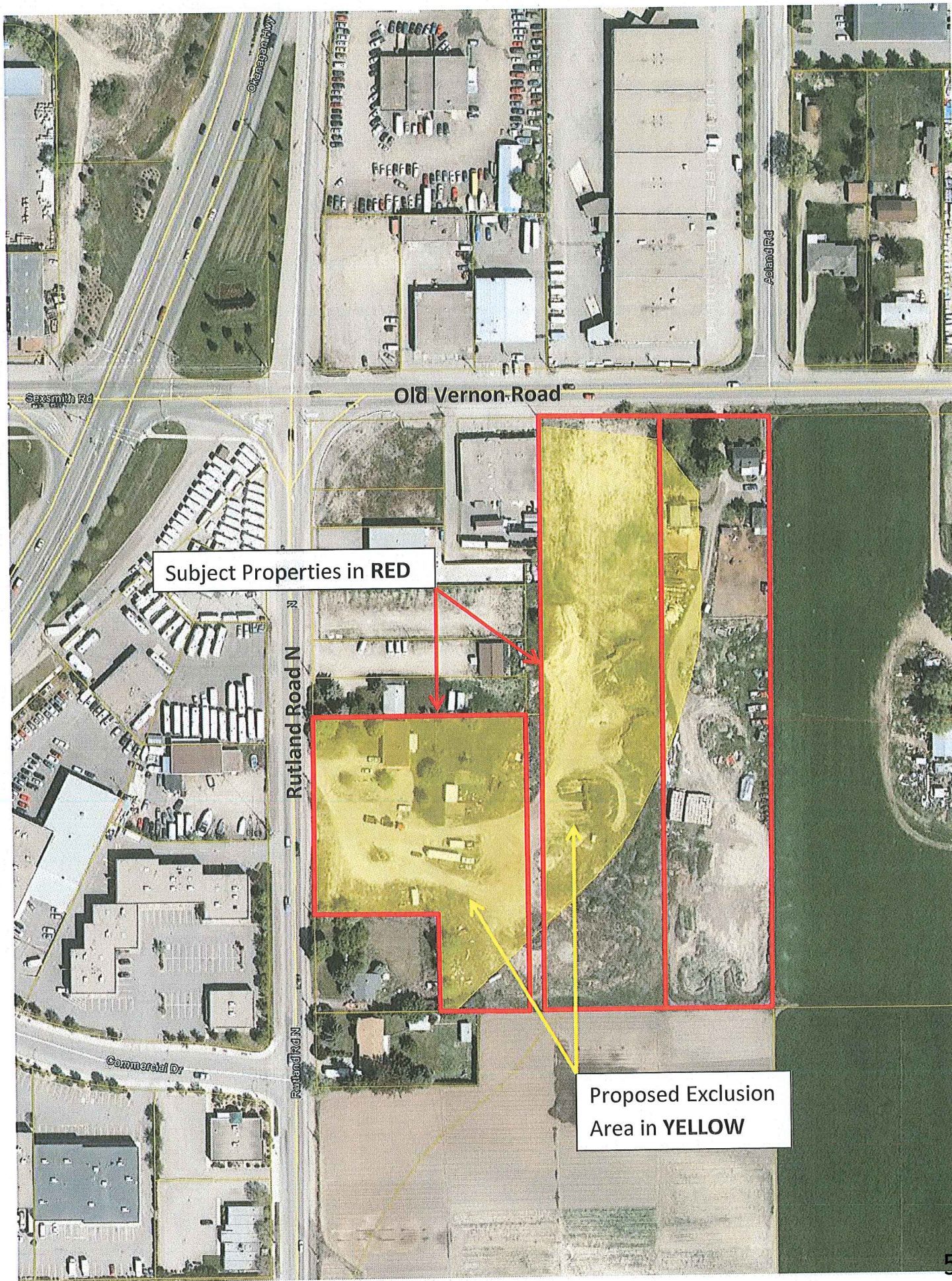
2115 Rutland Road N, 175 & 219 Old Vernon Road, Kelowna

PREPARED FOR:

*City of Kelowna &
Agricultural Land Commission*



Kent Macpherson



Subject Properties in RED

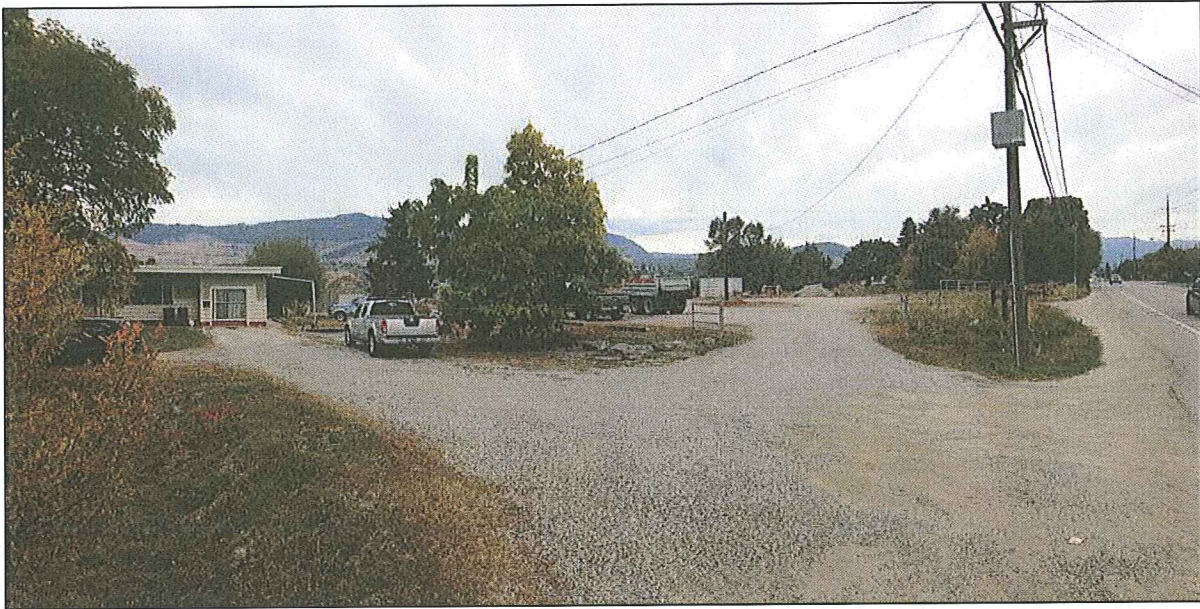
Proposed Exclusion Area in YELLOW



View looking south from Old Vernon Road



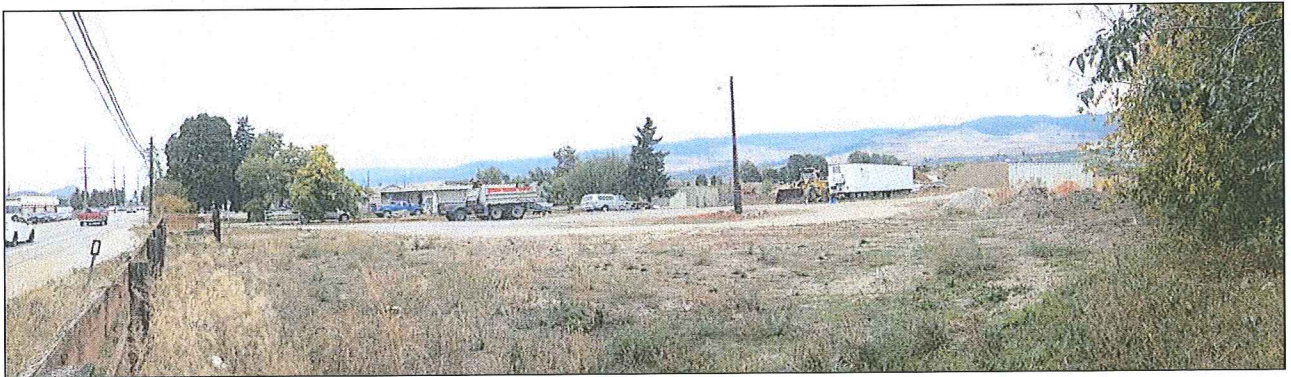
View looking south on property



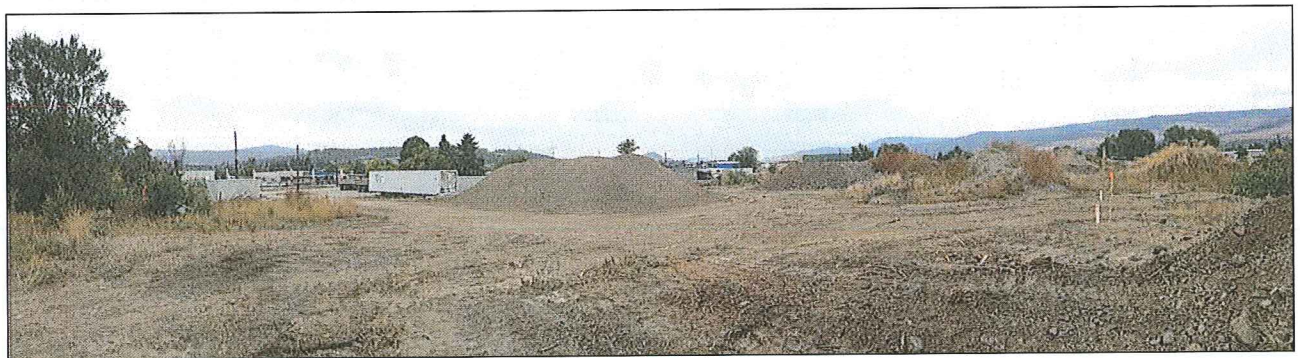
View from northwest corner (along existing Rutland Road)



View looking east from southwest corner

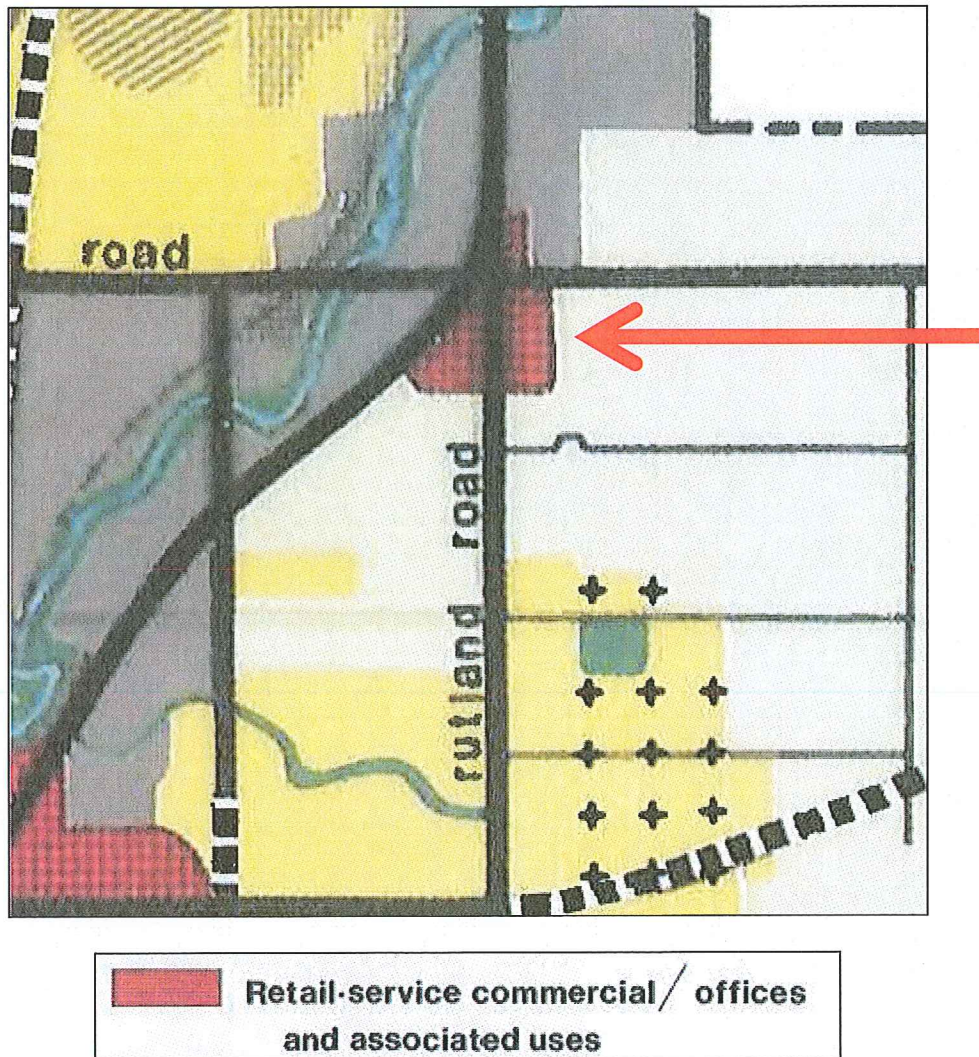


View from southeast corner

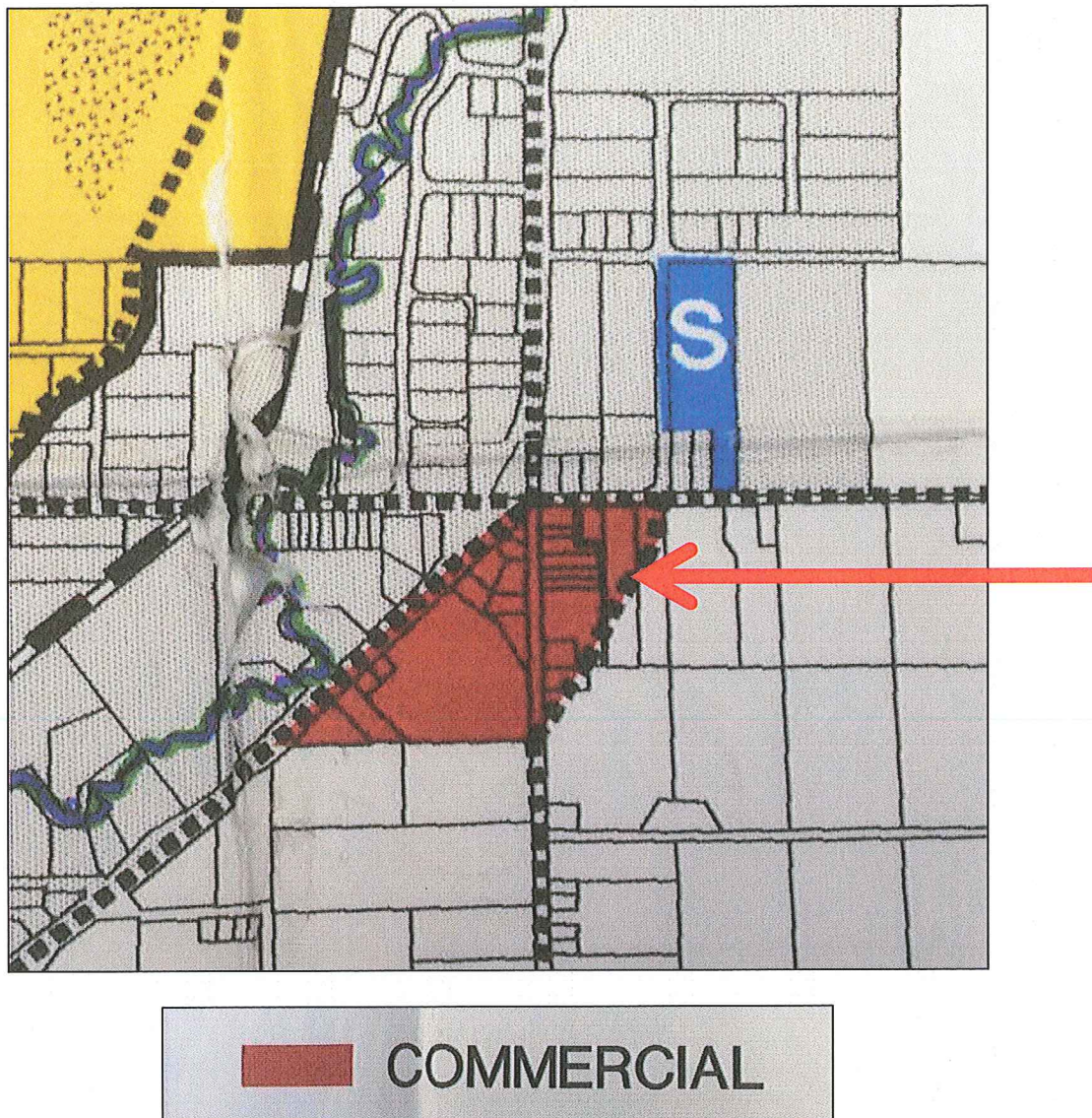


View from southwest corner

City of Kelowna
Generalized Future Land Use
1985 – 2004



City of Kelowna
Generalized Future Land Use
1994 – 2013








City of Kelowna

Urban – Rural Agricultural Boundaries

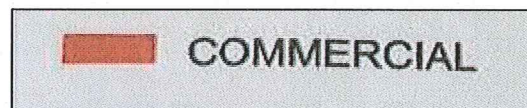
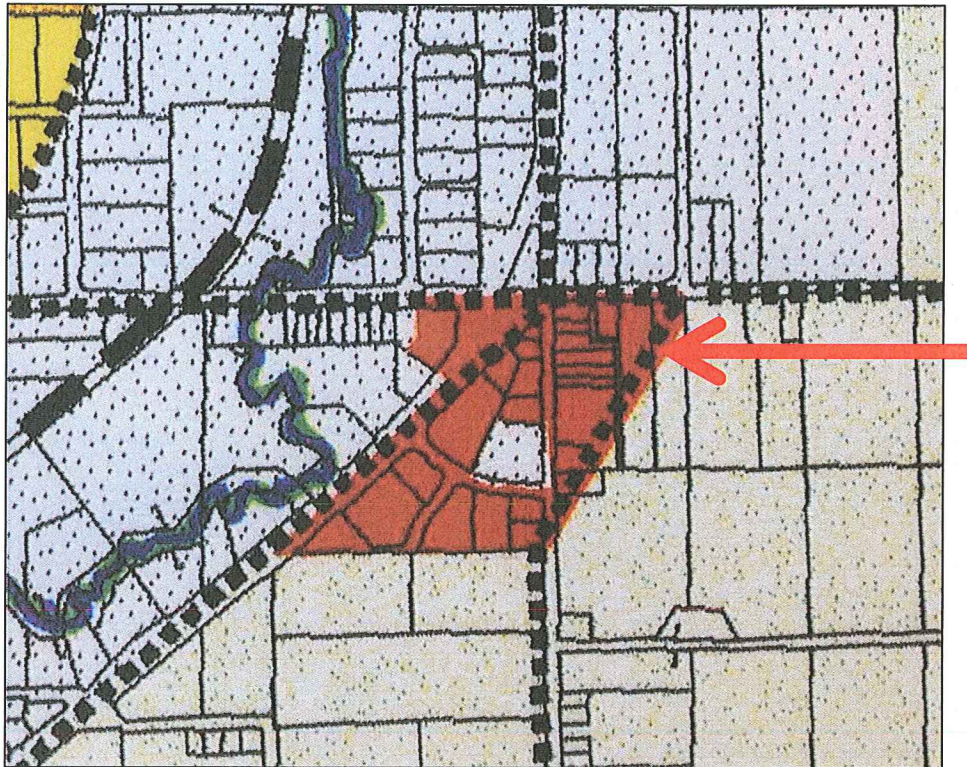
2000 – 2020



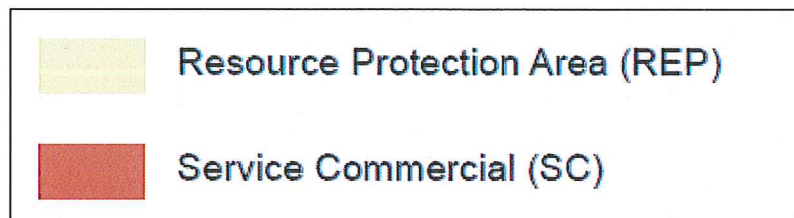
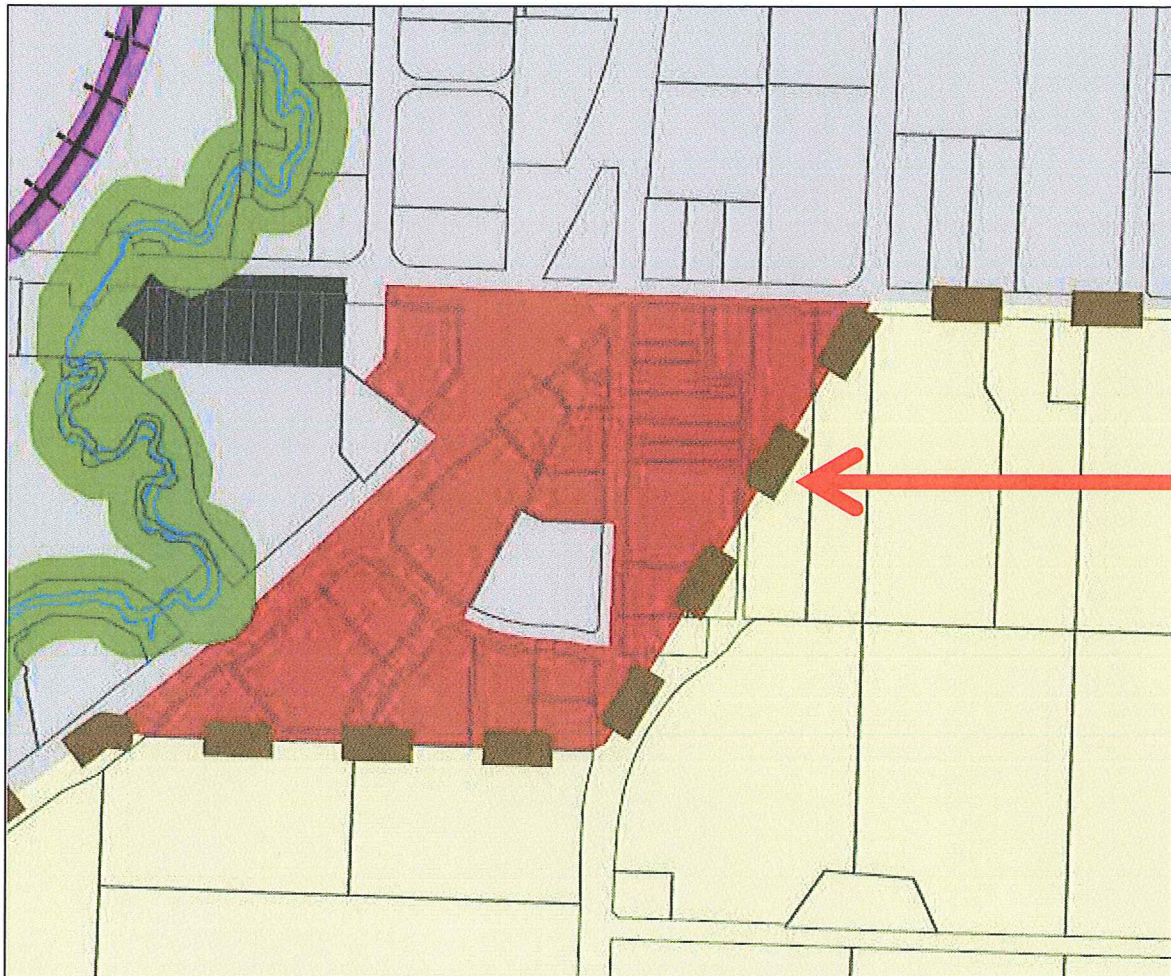
LEGEND

-  ALR LANDS BASED ON AGRICULTURE PLAN
-  URBAN - RURAL/AGRICULTURAL BOUNDARIES
-  BOUNDARY TO BE DETERMINED
BASED ON ROAD LOCATION
-  ALR LANDS PROPOSED FOR NON-FARM USE
-  CIVIC USE WITHIN THE ALR

City of Kelowna
Generalized Future Land Use
2000 – 2020



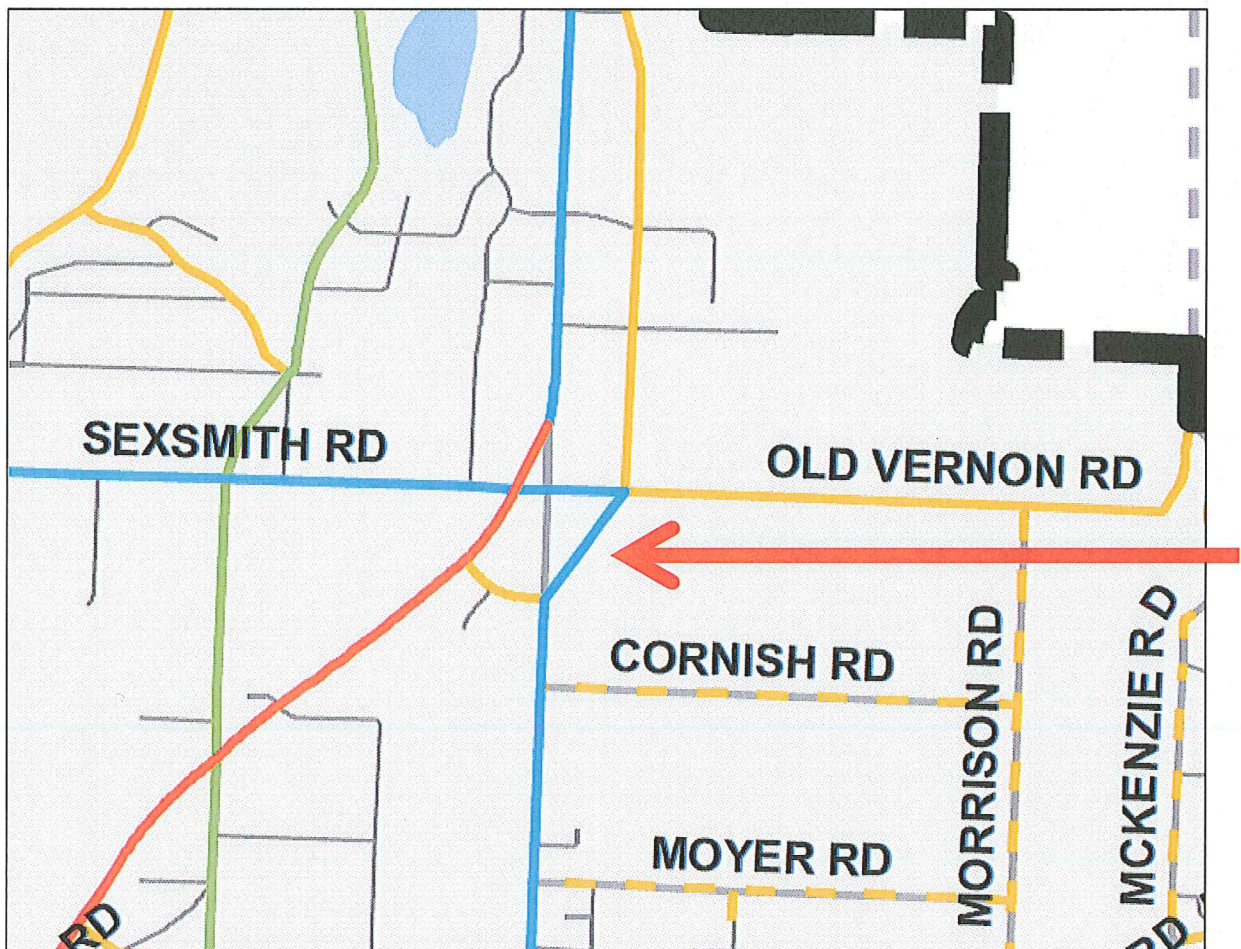
City of Kelowna
Generalized Future Land Use
2010 – 2030



City of Kelowna

20 Year Major Road Network & Road Classification Plan

2010 – 2030



— 4 Lane Arterial

March 14, 1996

Reply to the attention of Ross Blackwell

Thomas & Sandra Greenough
1955 Brentwood Road, RR #5, S13a, C24
Kelowna, B.C. V1X 4K4

Dear Sir/Madam:

Re: Application #G-30154

Further to the hearing on lands described as **Lot 12, Section 35, Township 26, ODYD (Osoyoos Div of Yale), Plan 4375** the Agricultural Land Commission has now had an opportunity to thoroughly review all of the information contained in your application.

You have asked for the exclusion of 1.1 hectares from the Agricultural Land Reserve (ALR) of the Regional District of Central Okanagan.

In considering the application the Commission noted such particulars as the agricultural capability ratings, property size, present use, surrounding land uses, comments from the local government, and other information submitted in support of your application.

In view of the proposed Rutland Road realignment which will likely divide the subject property into two portions, the Commission felt that the most prudent land use strategy would be to use the said road as the Agricultural Land Reserve boundary on the subject property.

For these reasons, the Commission, under Section 12(2) of the Agricultural Land Commission Act, by Resolution #203/96 refused your application as submitted.

The intent of the Act is to preserve and protect agricultural lands and farm communities in the long term and the Commission felt that your application was not in keeping with that mandate.

The Commission has yet to reach agreement with the City of Kelowna, and the Ministry of Transportation and Highways as to the precise configuration of the proposed Rutland Road realignment. Notwithstanding, when consensus has been achieved, the Commission would be willing to exclude the portion of your property which would lie to the west of the finalized road realignment. This decision would be subject to the consolidation of the eastern portion of the subject property (to remain in the A.L.R.) with an adjacent property.

If you choose to pursue this option, please notify the Commission by way of written correspondence. Once in receipt of correspondence confirming your interest, and a copy of the registered plan of the Rutland Road realignment, the Commission will finalize its decision.

...2

March 14, 1996

Page 2

The land referred to in the application continues to be subject to the provisions of the Agricultural Land Commission Act and regulations.

Yours truly,

AGRICULTURAL LAND COMMISSION

per:



K. B. Miller, General Manager

cc: City of Kelowna (#A95-111)
Frank Buckland, #210 - 2365 Gordon Drive, Kelowna VIW 3C2

RB/lv

f:30154\dec01.doc

MINUTES OF THE PROVINCIAL AGRICULTURAL LAND COMMISSION

Meeting held at the Provincial Agricultural Land Commission Office, 4940 Canada Way, Burnaby, B.C. on the 11th day of January, 1996.

PRESENT:	K. Miller	Chair
	J. Glover	Vice Chair
	A. Hadland	Commissioner
	G. Horn	Commissioner
	C. Huscroft	Commissioner

An application under Section 12(1) of the Agricultural Land Commission Act was considered concerning land described as **Lot 12, Section 35, Township 26, ODYD (Osoyoos Div of Yale), Plan 4375.**

HEARING DATE: December 8, 1995

HEARING DETAILS: KM/GH/CH/AH in attendance. No applicants attended.

APPLICANT: Thomas/Sandra Greenough

AGENT: Frank Buckland

PROPERTY LOCATION: Rutland

LOCAL GOVERNMENT: Kelowna Central Okanagan

SUBJECT PROPERTY SIZE (Ha): 1.1

AREA WITHIN ALR (Ha): 1.1

NUMBER OF PARCELS: 1.0

PROPOSAL: Exclude the 1.1 ha parcel from the A.L.R. in order to pursue commercial development.

TYPE OF APPLICATION: Exclusion (Private Land Owner)

DATE OF PURCHASE: 5/2/94

DATE APPLICATION RECEIVED: 9/5/95

PRESENT USE: Residential

AGRICULTURAL CAPABILITY:

Unimproved Ratings	Improved Ratings	% of Unit
3AD	3D	60
8:6WN 2:4A	8:4WD 2:1	40

SURROUNDING LAND USES:

NORTH: non-A.L.R. - light industrial/school

SOUTH: rural agricultural

EAST: rural agricultural

WEST: soil storage - vacant lot/non-A.L.R.

COMMUNITY PLAN DESIGNATION:

O.C.P. - Rural Agricultural & Commercial; *Hwy. 97 Sector Plan* - Rural Agricultural & Commercial.

ZONING:

A-1

LOCAL GOVERNMENT RECOMMENDATION: Allow exclusion of lands on the west side of the Rutland Road realignment.

BACKGROUND INFORMATION:

- The Commission has agreed in principle to the exclusion of lands west of the proposed Rutland Road extension (which has yet to be finalized) by way of the *O.C.P.* and also by way of the Kelowna Transportation Network Plan.
- No previous applications on the property.

STAFF COMMENT/RECOMMENDATION: Allow exclusion of lands to the west of the Rutland Road realignment subject to the consolidation of any remainder with an adjacent A.L.R. property.

DISCUSSION:

Concurrence with staff comment.

IT WAS

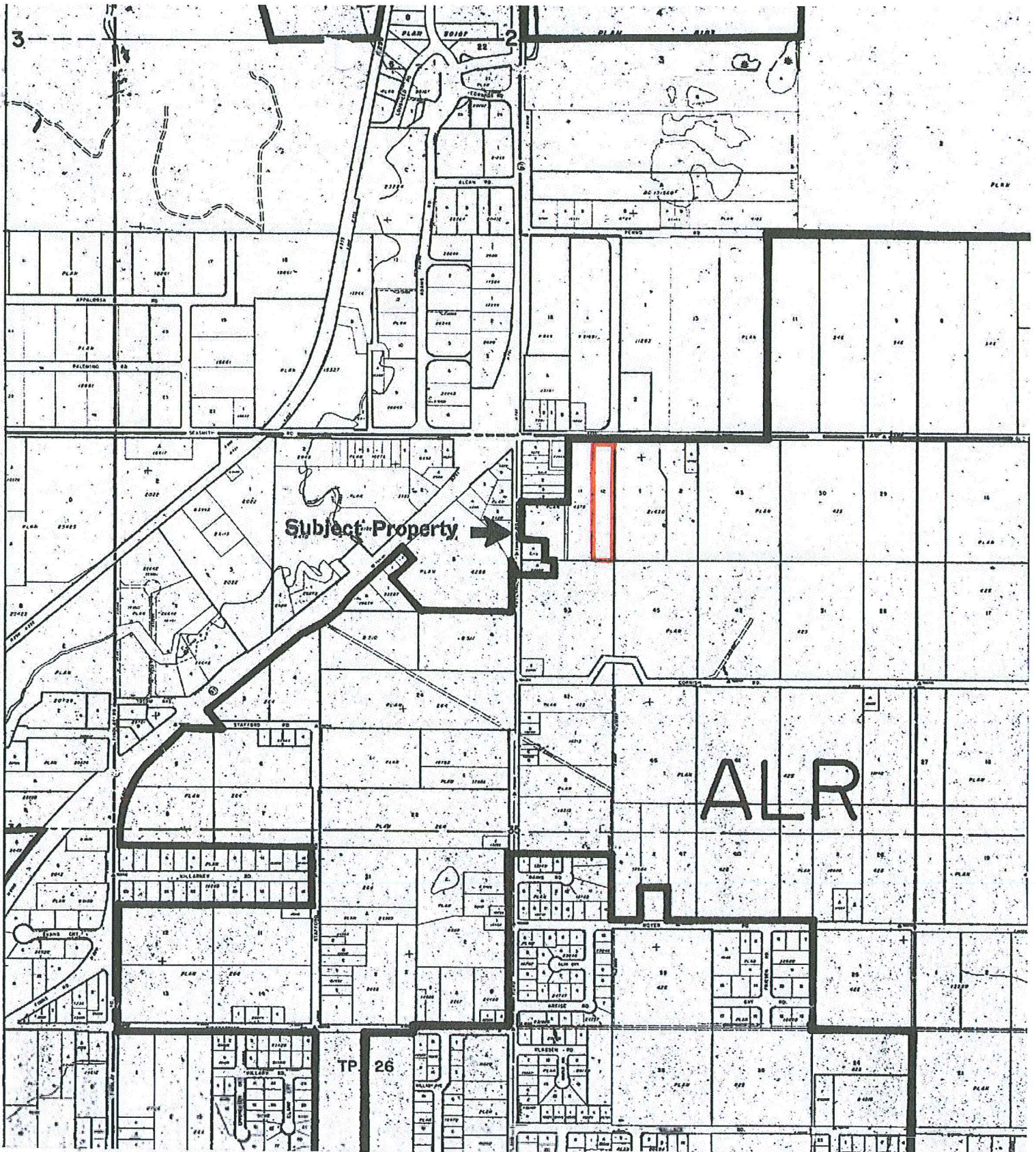
MOVED BY: Commissioner A. Hadland

SECONDED BY: Commissioner C. Huscroft

That the application be refused but that approval be given to exclusion of lands west of the road extension subject to consolidation of the balance with an adjacent property.

This decision is subject to compliance with all other legislation.

CARRIED



CENTRAL OKANAGAN

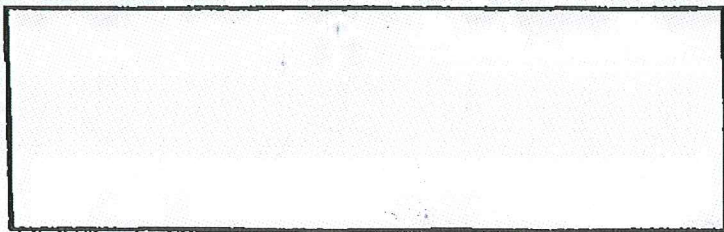
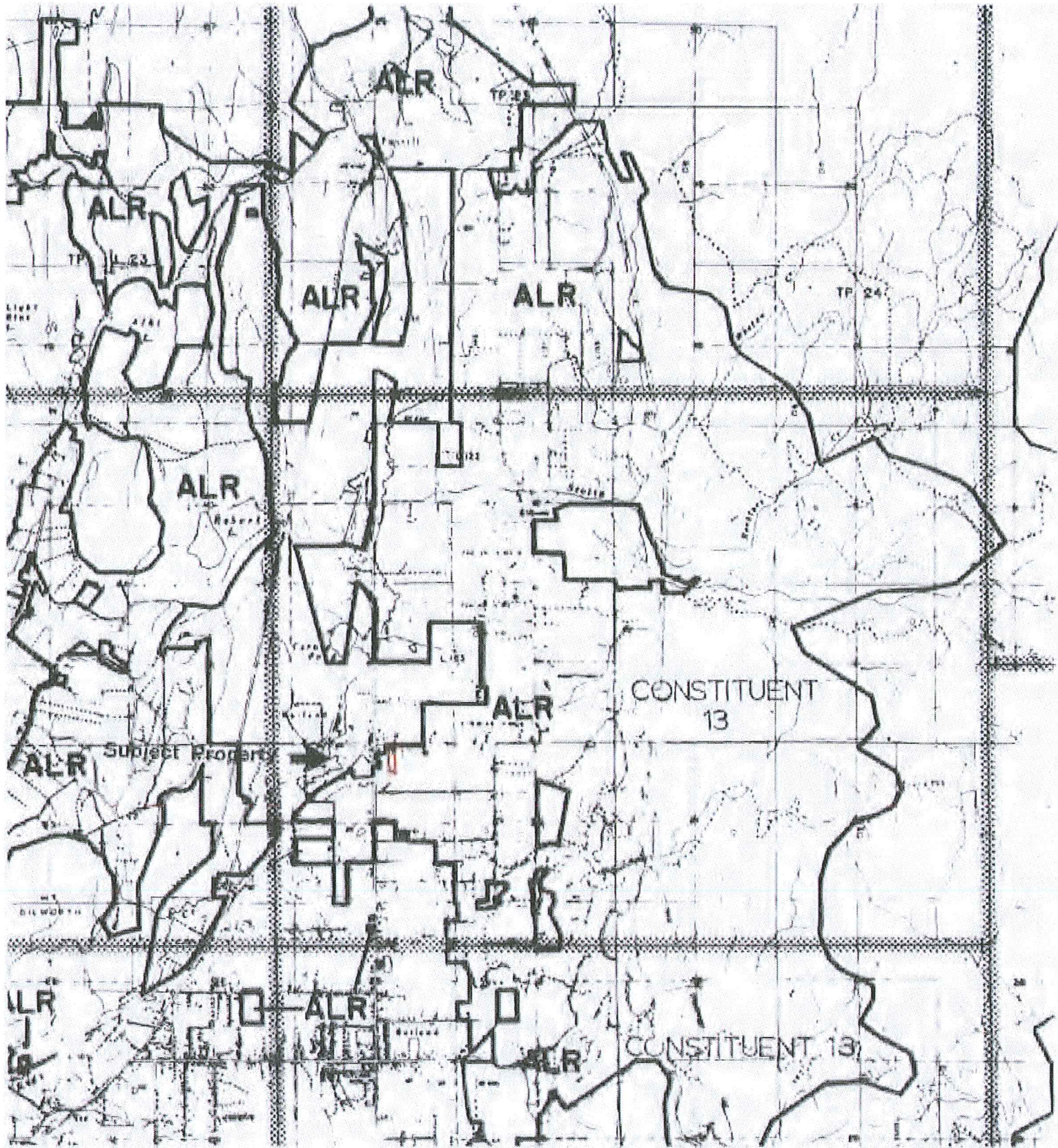
REGIONAL DISTRICT


APPLICATION #: 02-6-KEL-95-30154

SUBJECT PROPERTY: 

CONSTITUENT SHEET #: 13
(1:10000)

N



CENTRAL OKANAGAN REGIONAL DISTRICT
APPLICATION #: 02-G-KEO-95-30154
SUBJECT PROPERTY: 
BASE SHEET #: 82 E 14
(1:50000)



RIGHT SIDE

OF FILE

BEGINS

HERE



Land Reserve Commission

Working Farms, Working Forests

Memorandum

11 October 2000

City of Kelowna
1435 Water Street
Kelowna BC V1Y 1J4

Attention: Ron Westlake, Ron Mattiussi and Dan Huang

Re: Acland Road south extension — our files #G-09621-3 and #G-30154

On re-reading the Commission's letter of 05 October 2000 on the Mill Creek Linear Park Master Plan, I decided I should send a quick memo to clarify section 5 of that letter and making it clear that the Commission has never intended to dictate that the Rutland/Acland diversion be precisely in the location illustrated on the drawing attached to that letter.

The Commission's first formal review of the Kelowna major street network was based on a 1979 network proposal showing Rutland Road unchanged, intersecting Highway 97 at Reid's Corner. The Commission letter of 06 March 1980 agreed with that link.

The Commission was next invited to comment as part of the January 1992 draft *Highway 97 Sector Plan* prepared by UMA Engineering Ltd. Because that draft showed a new major street network within the Highway 97 Sector, based on a report by the ward consulting group, the Commission undertook a formal review of Trevor Ward's *Northeast Kelowna Road Network Planning Study*. That report called for the Rutland Road arterial to be diverted east into the ALR so as to route traffic onto Acland Road and thence to Bulman Road, with a 1999 projected construction date. As part of Resolution #1373/92, the Commission instructed staff to convey to the City and the Ministry of Transportation & Highways that The Commission agrees in principle with the requested extension and the implied conversion of ALR lands west of the route to non-farm use, provided the design is based on the lowest standard acceptable for network status in an urban area, so as to minimize encroachment on the ALR. Staff shall illustrate such a route on a drawing to be conveyed to the City and Ministry. Because of delays associated with Commission comment on another major street link shown in the Ward report, the Commission comments and staff drawing were not conveyed to the City and Ministry until 1993. Resolution #1373/92 and our letter of 21 October 1993 both anticipated further dialogue. Apart from Commission reminders that it is not prepared to consent to the original Ward location for the diversion, no dialogue has been finalized on this issue notwithstanding that the original construction date has passed.

Informally, the direction given me by the Commissioners was to show the tightest link which I considered possible, but to be pre-prepared to work toward any link which did not seriously impact ALR lands south of *Lot A...Plan 23482*. After consultation with my department head, I informally discussed that with City staff but never received a specific proposal.

The Commission's most recent formal dealing with the Rutland/Acland diversion was in response to an application by the owners of *Lot 12...Plan 4375* to exclude the entire area of that parcel from the ALR (City file A95-111). By Resolution #203/96, the Commission refused total exclusion but advised that it would be willing to exclude that portion of *Lot 12* lying to the west of the Rutland/Acland diversion once consensus has been reached as to the precise configuration of that route. This partial exclusion would be subject to consolidation of the eastern portion of *Lot 12* with an adjacent ALR property (presumably *Lot 11...Plan 4375* and/or *Lot 1...Plan 21420*).

The attached drawings are intended to update the 1993 drawing by using less tight alignments and illustrating the type of exclusion and consolidation anticipated by the Commission, thereby possibly prompting dialogue and allowing the Mill Creek Linear Park Master Plan and other City planning documents to show an alignment to which the Commission would be prepared to consent. Drawing A shows an alignment substantially to the northwest of the two isolated non-ALR parcels, while Drawing B shows an alignment which would eliminate non-ALR lands south of the route. The ALR parcel consolidations shown are schematic only.

Yours truly

Tony Pellett, Registered Planner

cc: Stan Combs, MAFF Kelowna

•09621 m18



Provincial Agricultural Land Commission

133 - 4940 Canada Way, Burnaby, B.C. V5G 4K6

Telephone: (604) 660-7000

Fax: (604) 660-7033

November 17, 1995

Reply to the attention of Sherry Sumpton

Thomas & Sandra Greenough
1955 Brentwood Road, RR #5, S13a, C24
Kelowna, BC
V1X 4K4

Dear Sir/Madam:

Re: Application # G-30154

This is to advise that the Agricultural Land Commission, acting under Section 12(2) of the Agricultural Land Commission Act and Sections 14 and 15 of B.C. Regulation 313/78, will be holding a hearing to consider your application

**on Friday, December 8th, 1995 at 11:30 a.m.
in the Boardroom of the North Okanagan Regional District
located at 9848 Aberdeen Road, Vernon, B.C., V1B 2K9**

This application refers to lands described as Lot: 12 Section 35 Township 26 ODYD (Osoyoos Div of Yale) Plan 4375.

You have asked for the exclusion of this land from an Agricultural Land Reserve pursuant to Section 12(1) of the Agricultural Land Commission Act. The Commission will consider the merits of your case on the basis of the information you have presented in your application in addition to any supplied by the local government as well as other reports or information received while investigating the matter. This additional information is supplied for your records.

The hearing is an opportunity to personally present your position to the Commission and to submit any new facts or to comment on information gathered by the Commission which you may feel is contrary to your proposal. Although you need not be present at the hearing, it is highly recommended that you attend. Our experience has shown that attendance at the hearing greatly assists the Commission in understanding your situation and allows for clarification of many details.

However, if you are unable to personally attend, you may send others on your behalf if you provide written authorization for them to represent you. The hearing, unlike Court proceedings, is informal and usually takes less than half an hour, particularly since applications and reports are studied by the members of the Commission prior to the hearing.

Kindly advise us whether anyone will be attending this hearing.

Relevant documents may be inspected at the Agricultural Land Commission office at #133 - 4940 Canada Way, Burnaby, B.C., between the hours of 9:00 a.m. and 4:00 p.m. on any normal working day.

Please quote the foregoing application number in any future correspondence on this matter.

Yours truly

AGRICULTURAL LAND COMMISSION

Per: 

K. B. Miller, General Manager

cc: City of Kelowna (A95-111)
Frank Buckland, #210 - 2365 Gordon Drive, Kelowna, BC, V1W 3C2

/cg/encl.



Provincial Agricultural Land Commission

133 - 4940 Canada Way, Burnaby, B.C. V5G 4K6

Telephone: (604) 660-7000

Fax: (604) 660-7033

September 6, 1995

Reply to the attention of
Craig Sobering

Thomas/Sandra Greenough
1955 Brentwood Road, RR #5, S13a, C24
Kelowna, BC
V1X 4K4

Dear Sir/Madam:

Re: Application # G-30154

Lot: 12 Section 35 Township 26 ODYD (Osoyoos Div of Yale) Plan 4375

Your application under Section 12(1) of the Agricultural Land Commission Act has been received by this office. The current workload at the Commission will result in some time elapsing before your application can be reviewed. To give you an indication of the estimated time frame, we anticipate notifying you in January 1996 with further details concerning the hearing for your application. Please note however, that every effort will be made to process your application in a more timely manner.

For your information, we draw your attention to the enclosed "*Points for Applicants to Consider*", since these are guidelines the Commission follows in considering an application. If you wish to provide additional written information, please convey it to the Commission as soon as possible.

You will be advised of the exact time and place and further details regarding the hearing for your application at a later date.

Please refer to the above noted application number in any future correspondence on this matter.

Yours truly,

AGRICULTURAL LAND COMMISSION

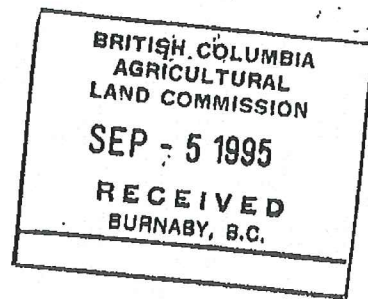
per:


K. B. Miller, General Manager

cc: City of Kelowna A95-111
Frank Buckland, #210 - 2365 Gordon Drive, Kelowna, BC, V1W 3C2

/eg

encl.



August 15, 1995

City Administrator

Planning & Development Services Department

APPLICATION NO. A95-111

OWNER: THOMAS AND SANDRA GREENOUGH

AT: OLD VERNON ROAD

APPLICANT: FRANK BUCKLAND

PURPOSE: TO RECEIVE PERMISSION FROM THE AGRICULTURAL LAND COMMISSION TO EXCLUDE THE SUBJECT PROPERTY FOR FUTURE COMMERCIAL USE

EXISTING ZONE: A-1 (RURAL)

REPORT PREPARED BY: ANDREW BRUCE

SEE ATTACHED FACT SHEET FOR COMPLETE APPLICATION DETAILS

1.0 RECOMMENDATION:

THAT Agricultural Land Reserve Appeal No. A95-111; Lot 12, Sec. 35, Twp. 26, O.D.Y.D., Plan 4375; located on Old Vernon Road, Kelowna, B.C., for exclusion from the Agricultural Land Reserve pursuant to Section 12(1) of the Agricultural Land Commission Act be supported by the Municipal Council for the portion of the subject property that will be on the west side of the proposed realignment of Rutland Road North;

AND THAT Municipal Council forward the subject application to the Agricultural Land Commission.

2.0 AGRICULTURAL ADVISORY COMMITTEE

The Agricultural Advisory Committee reviewed the subject application at their meeting on June 14th, 1995 when they passed the following recommendation:

THAT the Agricultural Advisory Committee supports the application with no specific comments.

3.0 SUMMARY

The applicant is requesting to exclude the subject property from the Agricultural Land Reserve in order to pursue commercial development in the future. The subject property will be affected by the re-location of Rutland Road when it is realigned to join Acland Road in the future. To this extent, the Land Commission have agreed in principle to exclude the lands to the west of the new road alignment. The current OCP reflects this by indicating that the land between the existing Rutland Road alignment and the new road alignment could be used for future commercial uses. The remainder of the subject property would remain in the ALR and is identified as rural land.

The Engineering Department has received a consultants report indicating several options for the alignment of the new section of road and have indicated their support for alignment A-2 (see attached). The approval from the Land Commission for the realignment of Rutland Road North will be the responsibility of the Ministry of Transportation & Highways as Rutland Road is within their jurisdiction.

4.0 SITE CONTEXT

The subject property is located near Reid's Corner on Old Vernon Road. There is currently a house, a garage and a storage shed on the property with the remainder being used as pasture. The site is relatively level with no distinguishing features.

Parcel Size: 1.076 ha
CLI Land Capability: 3AD (3D)
Soil Classification: GL:23
Elevation: 405 - 409 m

CLI Land Capability: 3AD (3D)

BRITISH COLUMBIA
AGRICULTURAL
LAND COMMISSION

SEP - 5 1995

RECEIVED
BURNABY, B.C.

The Land Capability Rating for the subject property ~~classifies the land as~~ Class 3 land with characteristics of soil moisture deficiency and undesirable soil structure.

Soil Classification: GL:23

The soil on the subject property is classified as GLENMORE soil which is characterised by nearly level to moderately sloping stratified glaciolacustrine sediments.

ZONING AND USES OF ADJACENT PROPERTY:

North - I-1 (Light Industrial and Warehouse) and P-1 (Public Administration, Service and Assembly) - Light Industrial and School
East - A-1 (Rural) - Rural Agricultural
South - A-1 (Rural) - Rural Agricultural
West - A-1 (Rural) - Rural Agricultural

5.0 CURRENT DEVELOPMENT POLICY

5.1 Kelowna Strategic Plan

The Kelowna Strategic Plan identifies the need for the protection of productive agricultural lands. It also suggests that adequate buffers and transitional areas be established between agricultural and urban uses. The partial exclusion of the subject property to allow for a road alignment is therefore consistent with the Strategic Plan as the proposed road would be a definite boundary between the urban and rural uses.

5.2 Official Community Plan (1995)

The current Official Community Plan (OCP) designates the future land use for the subject property as Rural Agricultural.

The current draft OCP designates a portion of the subject property as road, a part for commercial use, and the remainder as Rural Agricultural land.

5.3 Highway 97 Sector Plan

The Highway 97 Sector Plan indicates the future land use for the subject property the same as the draft OCP: A portion for mixed commercial, a portion as road and the remainder as Rural Agricultural land.

6.0 PLANNING COMMENTS

The Planning & Development Services Department supports this application. Now that the Engineering Department and the Ministry of Transportation & Highways have chosen an alignment to proceed with, it is timely that this application be processed further.



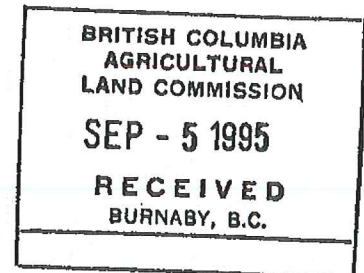
R.G. Shaughnessy
Subdivision Approving Officer

Approved for inclusion



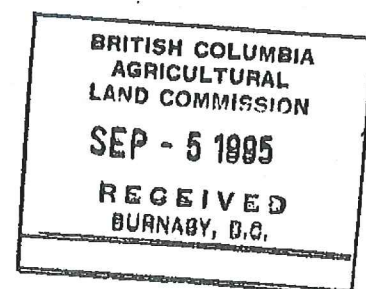
R.L. (Ron) Mattiussi, ACP, MCIP
Director of Planning & Development Services

AB/ar/bn
Attach.



FACT SHEET

1. APPLICATION NO.: A95-111
2. APPLICATION TYPE: Exclusion from the ALR pursuant to Section 12(1) of the ALR Act
3. OWNER:
 - ADDRESS Thomas and Sandra Greenough
1955 Brentwood Road
R.R. #5, Site 13A, Comp. 24
Kelowna, B.C.
V1X 4K4
 - CITY
 - POSTAL CODE
4. APPLICANT/CONTACT PERSON:
 - ADDRESS Frank Buckland
#210 - 2365 Gordon Drive
Kelowna, B.C.
V1W 3C2
862-8492
 - CITY
 - POSTAL CODE
 - TELEPHONE/FAX NO.:
5. APPLICATION PROGRESS
 - Date of Application: April 7th, 1995
 - Date Application Complete: April 7th, 1995
 - Staff report to AAC: May 3rd, 1995
 - AAC Consideration: May 10th, 1995
 - Staff Report to Council: August 4th, 1995
6. LEGAL DESCRIPTION: Lot 12, Sec. 35, Twp. 26,
O.D.Y.D., Plan 4375
7. SITE LOCATION: Old Vernon Road
8. CIVIC ADDRESS: 219 Old Vernon Road
9. AREA OF SUBJECT PROPERTY: 1.076 ha.
10. EXISTING ZONE CATEGORY: A-1 (Rural)
11. PURPOSE OF THE APPLICATION: To request exclusion from the ALR
in order to pursue future commercial
use.



the Sector Plan should be amended to reflect subdivision is possible to the five acre standard of the A-1 zoning. D. Taylor felt it should be broken down to rural agricultural and rural non-agricultural zoning.

D. Sperling expressed concern about part of one lot that was not ALR land and the current policies to allow subdivision. He felt it would make sense to the Land Commission to move part of the property back into ALR and look at a larger parcel size.

A. Bruce noted that the reason for the request for subdivision was not clear other than to keep farming it. The area surrounding this property is zoned A-1.

Moved by S. Day/Seconded by D. Sperling

THAT the Agricultural Advisory Committee find no agricultural rationale to support the application in its present form.

CARRIED

3.2 **AGRICULTURAL LAND RESERVE APPLICATION NO. A95-111: THOMAS AND SANDRA GREENOUGH (FRANK BUCKLAND) - OLD VERNON ROAD. APPLICATION TO EXCLUDE LAND FROM THE ALR.**

Andrew Bruce described this property as located at Reid's Corner on Highway 96 and Sexmith Road. Frank Buckland applied on behalf of the owners to have this property excluded from the ALR on the basis that Rutland Road will be altered in the future and that it will go through a bypass. It will loop out and join up with Acland Road which is going to be upgraded.

S. Day stated the new bypass road will eventually hook where the college underpass will go. It will hook into Bullman Road. The Land Commission supports this application. This intersection will become a focal point to the City entrance.

D. Sperling noted that the final road alignment has got to be approved by the Ministry of Transportation which also has to work with the Land Commission. He agreed with the Planning Comments that the application was premature. He

noted it may be some time for various approvals as the Engineering Department is tied up with the OCP and six different options in the Ward study.

The Committee felt that, given the uncertainties as to where the final road alignment will be, the AAC would not be comfortable in making any comment at this time. The applicant has a choice of waiting before it goes to council or going to council with the comments of this Committee.

It was agreed that a motion was not necessary.

3.3 **SUBDIVISION APPLICATION S95-024 AND REZONING APPLICATION NO. Z95-1015: CANYON CREEK ROAD JOINT VENTURE (JOHN STEIL) - McCULLOCH ROAD. APPLICATION TO REZONE AND SUBDIVIDE INTO 69 LOTS.**

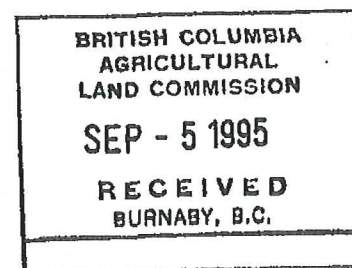
Andrew Bruce explained the property is located beyond Gallagher's Canyon.

In 1992 an application was submitted and the Commission then noted that, "... a number of transportation issues remain outstanding in this area. The Commission felt there may be some merit to the exclusion of property from the ALR. The Commission must be satisfied that these issues have been resolved with the least impact to agriculture. For these reasons the Commission has allowed your application in principle pending resolution of the long range transportation issues."

There will be local roads and A-3 sized lots of approximately one acre and A-2 sized lots which are roughly two acres.

The Committee concurs with the Land Commission that it is premature to consider this application until the transportation network is completed. The Committee has grave concerns about more and more houses being built where they will create traffic flow through East Kelowna without Gulley Road being constructed.

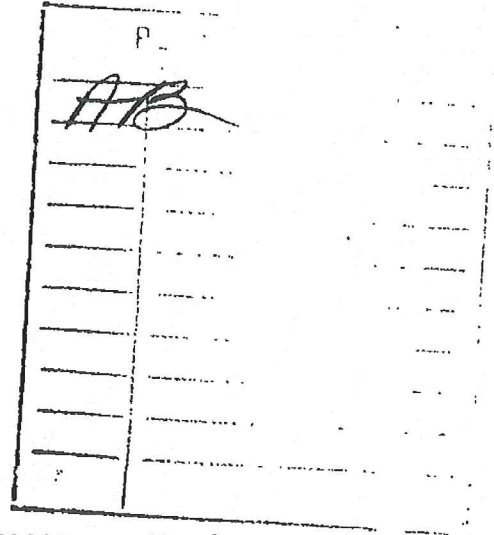
The AAC will not make a motion but just the above noted comments.





TELEPHONE: (604) 763-6011 • FAX: (604) 862-8399

Frank Buckland
210 - 2365 Gordon Drive
Kelowna, BC
V1W 3C2



Re: Agricultural Land Reserve Appeal No. 95-111 -
Thomas & Sandra Greenough (Frank Buckland) - 219 Old Vernon Road
Our File: 6635-20

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AGRICULTURAL
LAND COMMISSION
SEP - 5 1995
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BURNABY, B.C.



Agricultural Land Commission
133-4940 Canada Way
Burnaby, British Columbia V5G 4K6
Tel: 604 660-7000
Fax: 604 660-7033
www.alc.gov.bc.ca

August 19, 2014

ALC File: #53711

Scotty McKenzie
Regional Project Manager
Ministry of Transportation and Infrastructure
342-447 Columbia Street
Kamloops, BC
V2C 2T3

Dear Sir:

Re: Application for a Transportation Right of way in the Agricultural Land Reserve

Please find attached the Minutes of Resolution #295/2014 as it relates to the above noted application. As agent, it is your responsibility to notify the affected property owners accordingly. The Commission has also attached a sketch plan depicting the decision.

Further correspondence with respect to this application is to be directed to Ron Wallace.

Yours truly,

PROVINCIAL AGRICULTURAL LAND COMMISSION

Per: 

Colin J. Fry, Chief Tribunal Officer

Enclosure(s): Minutes of Resolution #295/2014
Sketch plan; Table 1 (listing the affected properties)

cc: City of Kelowna

53711d1



MINUTES OF THE PROVINCIAL AGRICULTURAL LAND COMMISSION

A meeting was held by the Provincial Agricultural Land Commission on August 6, 2014 at the offices of the Commission located at #133 – 4940 Canada Way, Burnaby, B.C. as it relates to Application #53711.

COMMISSION MEMBERS PRESENT:

Richard Bullock	Chair
Gordon Gillette	Vice-Chair
Bert Miles	Commissioner
Jim Johnson	Commissioner
Jerry Thibeault	Commissioner
Lucille Dempsey	Commissioner

COMMISSION STAFF PRESENT:

Martin Collins	Planner
Colin J. Fry	Chief Tribunal Officer

PROPOSAL

(Submitted pursuant to s. 6 of the *Agricultural Land Reserve Use, Subdivision and Procedure Regulation*)

To use 2.6 ha from fourteen (14) parcels for road right of way to accomplish the expansion of Highway #97 to six lanes through the City of Kelowna and the realignment of Rutland Road at Old Vernon Road. An *Agricultural Impact Assessment* (AIA) dated May 29th, 2014 by Talisman Land Resource Consultants accompanied the application. The AIA provides details about the agricultural impacts of the project on the ALR, and proposed mitigation measures relating to topsoil conservation, fencing, infrastructure disturbance and access.

PROPERTY INFORMATION:

Owners: See Attached Table 1

Legal: PID: 002-021-544; 003-822-991; 011-287-357; 027-015-181; 012-573-833
PID: 012-573-787; 002-787-253; 002-787-571; 002-787-695; 010-560-416;
PID: 010-560-424; 007-507-496; 007-507-518; 010-560-386.

Location: North Kelowna, adjacent to Highway #97 (north of Highway #33) and the Rutland Road - Old Vernon Road intersection.

Size: 2.6 ha

LEGISLATIVE CONTEXT FOR COMMISSION CONSIDERATION

Section 6 (Purposes of the commission) of the *Agricultural Land Commission Act* states:

- 6 The following are the purposes of the commission:
- (a) to preserve agricultural land;
 - (b) to encourage farming on agricultural land in collaboration with other communities of interest; and
 - (c) to encourage local governments, first nations, the government and its agents to enable and accommodate farm use of agricultural land and uses compatible with agriculture in their plans, bylaws and policies.
-

COMMISSION CONSIDERATION

The Commission reviewed a previous application involving the several of the subject properties adjacent to Sexsmith Road/Old Vernon Road and Rutland Road:

Application #36165 (City of Kelowna, 2005)	The Commission, by Resolution # 511/2005, allowed the expansion and realignment of Rutland Road between Fitzpatrick Road and Old Vernon Road. A total of 1.7 ha of ALR was affected. Portions of right of way required by the current application for the realignment of Rutland Road follow the right of way approved by Resolution #511/2005.
---	---

After considering the information the Commission concluded as follows:

1. The Commission considered the agricultural capability of the land proposed affected by the highway widening and realignment.

Conclusion:

The Commission confirmed that the lands affected by the road widening has good capability for agriculture, comprising primarily BC Land Inventory (BCLI) capability ratings of improvable to BCLI class 2 and 3 (unimproved class 4) with the predominant limitation being seasonal aridity. The Commission supported the mitigation strategy of ensuring that topsoil of the areas affected by the project be retained on each property for agricultural uses.

2. The Commission considered the impacts of the road widening on agricultural activity.

Conclusion:

The Commission confirmed that the impacts of road widening on each property were relatively minimal, with very small areas under cultivation being alienated ranging from 0.02 ha to 0.3 ha from each parcel. Only a small portion of the project required realignment of an existing road, which was previously approved by ALC resolution.

3. The Commission reviewed the agricultural mitigation strategies outlined by the May 29th, 2014 Talisman Resource Consultants' report

Conclusion:

The Commission was satisfied that the mitigation strategies outlined in the above referenced report limited the impacts of the project on farm parcels, and reflected the project's sensitivity to agricultural issues such as the long term impacts on drainage, and access, the necessity of fencing and topsoil preservation, and consolidation of severed parcels (where possible).

IT WAS

MOVED BY: Commissioner Miles

SECONDED BY: Commissioner Johnson

THAT the request to use 2.6 ha of ALR affecting fourteen (14) parcels for road right of way for the widening of Highway # 97 and the realignment of Rutland Road be approved;

AND THAT the approval is subject to the following condition(s):

1. The road widening and realignment is consistent with the plans submitted with the application.
2. Mitigation of the impacts of the project on agriculture be fulfilled as per the May 29th, 2014 Talisman Land Resource Consultants *Agricultural Impact Assessment*.
3. The submission of a final report by a professional agrologist confirming that the proposed mitigation actions outlined in the above referenced "*Agricultural Impact Assessment*" are completed as proposed. The final report must be provided to the ALC within 60 days of the completion of the project.

AND FINALLY THAT this decision does not relieve the owner or occupier of the responsibility to comply with applicable Acts, regulations, bylaws of the local government, and decisions and orders of any person or body having jurisdiction over the land under an enactment.

CARRIED

Resolution #295/2014

ALC APPLICATION # 53711 RESOLUTION # 295/2014

Project Property #	Owner	PID	Project Taking Ha	Remainder Ha	Total Parcel Ha	Type of Operation	Project Taking Under Cultivation Ha	Notes / Comments
46	0858768 B.C. Ltd. Inc. No. 0858768	002-021-544	0.28	6.32	6.60	Irrigated forage	0.24	residence and outbuildings have been removed, concrete pad remains
47	Reynold Ept	003-822-991	0.07	0.06	0.13	vacant	0.00	reinstale right-in, right-out access at current location no buildings or improvements pursue consolidation of remainder with adjacent lot 3
54	Stewart Brothers Nurseries Ltd., Inc. No. 9771	011-287-357	0.21	4.89	5.10	tree nursery	0.21	no buildings or improvements
44A	Gladys Crossley and Glen Auch	027-015-181	0.20	6.10	6.30	Irrigated forage	0.09	access is from service road on north side no nursery crops within proposed ROW proposed taking is for a detention pond (see Tab
West Side Sub-totals			0.77	17.37	18.14		0.53	
51	City of Kelowna	012-573-833	0.19	2.10	2.28	vacant	0.00	historically cultivated, residence & farm buildings removed
52	Woo Wing Kein	012-573-787	0.11	1.40	1.51	berries & vegetables	0.03	reinstale access at current driveway location residence & yard located along north parcel boundary access is off Stafford Rd at junction with Hwy 97 consider right in/right out access from Hwy 97 to Stafford Rd near current driveway location irrigation system may require modification
53	Falk Transportation Ltd., Inc. No. 398392	002-787-253	0.19	0.72	0.91	berries & vegetables	0.04	residence & yard located along south parcel boundary access is off Stafford Rd at junction with Hwy 97 consider right in/right out access from Hwy 97 to Stafford Rd near current driveway location irrigation system may require modification
65	Falk Transportation Ltd., Inc. No. 398392	002-787-571	0.10	1.54	1.65	berries & vegetables	0.03	no residence or outbuilding located in this parcel access is off Stafford Rd irrigation system may require modification
66	Falk Transportation Ltd., Inc. No. 398392	002-787-695	0.02	2.21	2.23	berries & vegetables	0.00	no residence or outbuilding located in this parcel access is off Stafford Rd and/or Rutland Rd no permanent buildings in this parcel
83	Bikar Singh Johal	010-580-416	0.10 0.21	0.82 (West) 0.07 (East)	1.21	soil storage & mixing	0.00	access is off Old Vernon Rd consider consolidation of SE severed portion with adjacent severed parcel to east and consolidation of both severances to cultivated land parcel to east various types of fill mounded throughout property reclaim severed SE corner for crop use & pursue consolidation with adjacent lot to east
84	City of Kelowna	010-580-424	0.57	0.18 (West) 0.33 (East)	1.08	vacant	0.00	pursue consolidation of westerly severance with adjacent lot to west residence, yard & outbuildings cover - NE 1/3 of parcel access is off Old Vernon Rd reinstale access at current driveway location, if possible or re-instale along E property boundary irrigation system may require modification pursue reclamation as forage land & consolidation of severance at SW corner with this parcel residence, yard & outbuildings cover - N 1/3 of parcel access is off Old Vernon Rd reinstale access at current driveway location irrigation system may require modification replace brick fence on N property boundary office & equipment sheds associated with soil mixing operation located in this parcel access is off Rutland Rd
84A	John Lowen, Hilda Helen Lowen	007-507-496	0.27	2.15	2.43	Irrigated Forage	0.24	
109	Elizabeth Penzin	007-507-518	0.04	1.42	1.47	Irrigated Forage	0.00	
114	Bikar Singh Johal	010-580-366	0.04	0.83	0.87	soil storage & mixing	0.00	

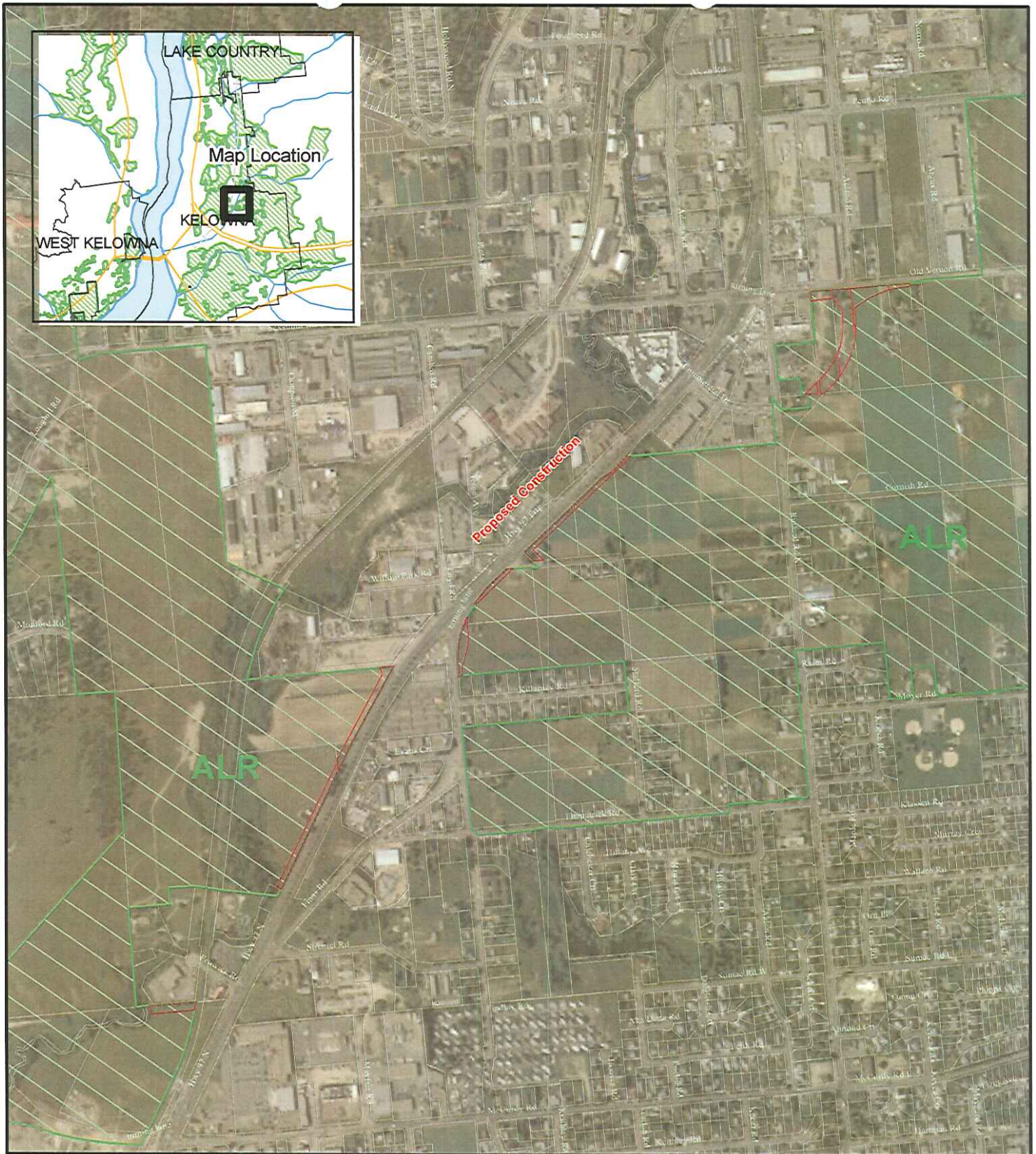
COPY

East Side Sub-totals			1.86	12.38	15.63		0.34	
Totals	0	2.62	29.75	33.76		0.88		

NOTE: **** DRAFT ** - last updated June 16, 2014**

1. The above details and data are based on preliminary highway designs and are subject to revision through the detailed project design stage.

COPY

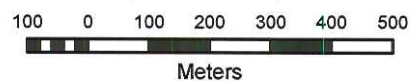


RESOLUTION # Z95/2014

Orthophoto Map

2007 Natural Colour - Ortho

Map Scale: 1:12,500



ALC File #:	53711
Mapsheet #:	92E/14
Map Produced:	Jul 31, 2014
Regional District:	Central Okanagan



Land Capability = Brown/ Soil Class = Green



Land Capability = Brown/ Soil Class = Green



REPORT TO COUNCIL



Date: February 1, 2015

RIM No. 1250-30

To: City Manager

From: Community Planning Department (TB)

Application: Z15-0035

Owner: John Tyler Keith

Nicolette Ann Keith

Address: 665 Harmony Court

Applicant: Peter J Chataway

Subject: Rezoning Application

Existing OCP Designation: S2RES - Single/Two Unit Residential

Existing Zone: RU1 - Large Lot Housing

Proposed Zone: RU1c - Large Lot Housing with Carriage House

1.0 Recommendation

THAT Rezoning Application No. Z15-0035 to amend the City of Kelowna Zoning Bylaw No. 8000 by changing the zoning classification of Lot 7, District Lot 357, Similkameen Division Yale District, Plan 27103 located at 665 Harmony Court, Kelowna, BC from the RU1 - Large Lot Housing zone to the RU1c - Large Lot Housing with Carriage House zone be considered by Council;

AND THAT the Rezoning Bylaw be forwarded to a Public Hearing for further consideration;

AND THAT final adoption of the Rezoning Bylaw be considered subsequent to the outstanding conditions of approval as set out in Schedule "A" attached to the Report from the Community Planning Department dated July 10, 2015;

2.0 Purpose

To rezone the subject property to facilitate the development of a carriage house.

3.0 Community Planning

Community Planning Staff supports the proposed rezoning application to allow the development of a carriage house on the subject property. The S2RES - Single / Two Unit Residential land use designation permits the proposed RU1c - Large Lot Housing with Carriage House zone. Currently the adjacent parcels contain single family residential homes. The proposed carriage house use is consistent with the Official Community Plan (OCP) Future Land Use designation and OCP policy for Sensitive Infill.

Council Policy No. 367 with respect to public consultation was undertaken by the applicant. All adjacent neighbours except for 1 within a 50m radius were provided with a circulation package in regards to the development. There has been no response.

4.0 Proposal

4.1 Background

The original 2 storey single detached dwelling was constructed in 1979. It is currently under renovation to extend the second story above the garage. The footing and foundation for the carriage house was completed in 2015 in anticipation of approval of RU1c zoning and development permit. Should Council choose to support the rezoning request, Staff will continue to work with the applicant to issue the Development Permit in accordance with the Intensive Residential - Carriage House / Two Dwelling Housing guidelines.

4.2 Project Description

The subject parcel is located within the urban core on the south side of Harmony Court. The footing and foundation for the proposed carriage house has already been completed, and meets the zoning bylaw with no variances. The carriage house offers a one car garage and workshop on the lower level, with a one bedroom suite on the upper level.

Private open space for the carriage house is provided on the west side of the carriage house outside a covered entry to the workshop, and there is a balcony off the master bedroom that faces the interior of the lot to maintain privacy of adjacent parcels.

Two windows on the upper story of the carriage home face a second story balcony on the neighboring property to the south. The windows are for the bathroom and kitchen and should have a minimal impact on privacy.

Parking for the single family dwelling is provided in the existing double garage, and private open space is maintained in front of that dwelling.

4.3 Site Context

The subject property is located in North Mission, west of Gordon Drive and south of Okanagan Mission Secondary School.

Specifically, adjacent land uses are as follows:

Orientation	Zoning	Land Use
North	RU1 - Large Lot Housing	Residential
East	RU1 - Large Lot Housing	Residential
South	RU1 - Large Lot Housing	Residential
West	RU1 - Large Lot Housing	Residential

Subject Property Map: 665 Harmony Ct



4.4 Zoning Analysis Table

Zoning Analysis Table		
CRITERIA	RU1c ZONE REQUIREMENTS	PROPOSAL
Existing Lot/Subdivision Regulations		
Lot Area	550 m ²	1080 m ²
Lot Width	16.5 m	16.3 m
Lot Depth	30 m	40.4 m
Development Regulations		
Site Coverage (buildings)	40%	23.4%
Maximum Total Site Coverage (buildings, driveways, & parking)	50%	35.8
Site Coverage: accessory buildings or structures and carriage house	14%	7.6
Floor area of carriage house (footprint)	90 m ²	82.5 m ²
Max. area of carriage house (total habitable area)	90 m ²	74.2 m ²
Max. net floor area of carriage house to total net floor area of principal building	75%	48.0%
Setback from Principal Dwelling	3 m	4.0 m
Carriage House Regulations		

Max. Height	4.8 m	4.8 m
Min. Side Yard (east)	2.0 m	2.03 m
Min. Side Yard (west)	2.0 m	19.0 m
Min. Rear Yard (without a lane)	2.0 m	2.03 m
Height (carriage house shall not be higher than existing primary dwelling unit)	2 storey house	1 ½ storey carriage house
Other Regulations		
Min. Parking Requirements	3 stalls	3 stalls
Min. Private Open Space	30m ²	>30m ²

5.0 Current Development Policies

5.1 Kelowna Official Community Plan (OCP)

Development Process

Compact Urban Form.¹ Develop a compact urban form that maximizes the use of existing infrastructure and contributes to energy efficient settlement patterns. This will be done by increasing densities (approximately 75 - 100 people and/or jobs located within a 400 metre walking distance of transit stops is required to support the level of transit service) through development, conversion, and re-development within Urban Centres (see Map 5.3) in particular and existing areas as per the provisions of the Generalized Future Land Use Map 4.1.

Sensitive Infill.² Encourage new development or redevelopment in existing residential areas to be sensitive to or reflect the character of the neighbourhood with respect to building design, height and siting.

6.0 Technical Comments

6.1 Building & Permitting Department

- Development Cost Charges (DCC's) are required to be paid prior to issuance of any Building Permits.
- Operable bedroom windows required as per the 2012 edition of the British Columbia Building Code (BCBC 12).
- Full Plan check for Building Code related issues will be done at time of Building Permit applications.

6.2 Development Engineering Department

- See attached memorandum, dated July 10, 2015

6.3 Fire Department

- Requirements of section 9.10.19 Smoke Alarms of the BCBC 2012 are to be met.
- A separate address shall be posted Harmony Ct
- Should a gate or fence be installed between the existing house and the carriage house the gate is to open without special knowledge (locking device).
- Do not release BP until all life safety concerns are completed.

¹ City of Kelowna Official Community Plan, Policy 5.2.3 (Development Process Chapter).

² City of Kelowna Official Community Plan, Policy 5.22.6 (Development Process Chapter).

6.4 FortisBC Electric

- There are primary distribution facilities along Harmony Court. The applicant is responsible for costs associated with any change to the subject property's existing service, if any, as well as the provision of appropriate land rights where required.
- Otherwise, FortisBC Inc. (Electric) has no concerns with this circulation.
- In order to initiate the design process, the customer must call 1-866-4FORTIS (1-866-436-7847). It should be noted that additional land rights issues may arise from the design process but can be dealt with at that time, prior to construction.

7.0 Application Chronology

Date of Application Received: June 22, 2015
Date Public Consultation Completed: November 30, 2015

Report prepared by:

Trisa Brandt, Planner I

Reviewed by:

☐

Terry Barton, Urban Planning Manager

Approved by:

☐

Ryan Smith, Community Planning Department Manager

Attachments:

Site Plan
Conceptual Elevations
Landscape Plan
Context/Site Photos
Schedule A: Development Engineering Memorandum

CITY OF KELOWNA
MEMORANDUM

Date: July 10, 2015
File No.: Z15-0035

To: Community Planning (TY)

From: Development Engineering Manager

Subject: 665 Harmony Court

RU1c

Development Engineering has the following comments and requirements associated with this application to rezone from RU1 to RU1c.

1. Domestic Water and Fire Protection

Our records indicate this property is currently serviced with a 19mm-diameter water service. . The service is adequate for the proposed application.

2. Sanitary Sewer

Our records indicate that this property is serviced with a 100mm-diameter sanitary sewer service complete with inspection chamber. The service is adequate for the proposed application.

3. Development Permit and Site Related Issues

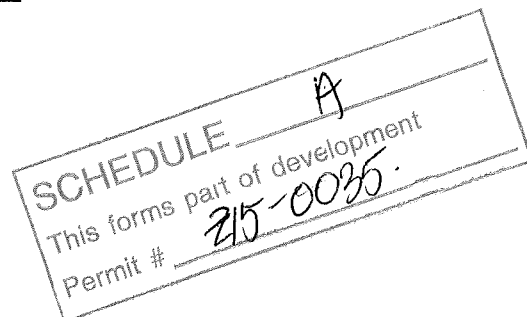
Direct the roof drains into on-site rock pits.

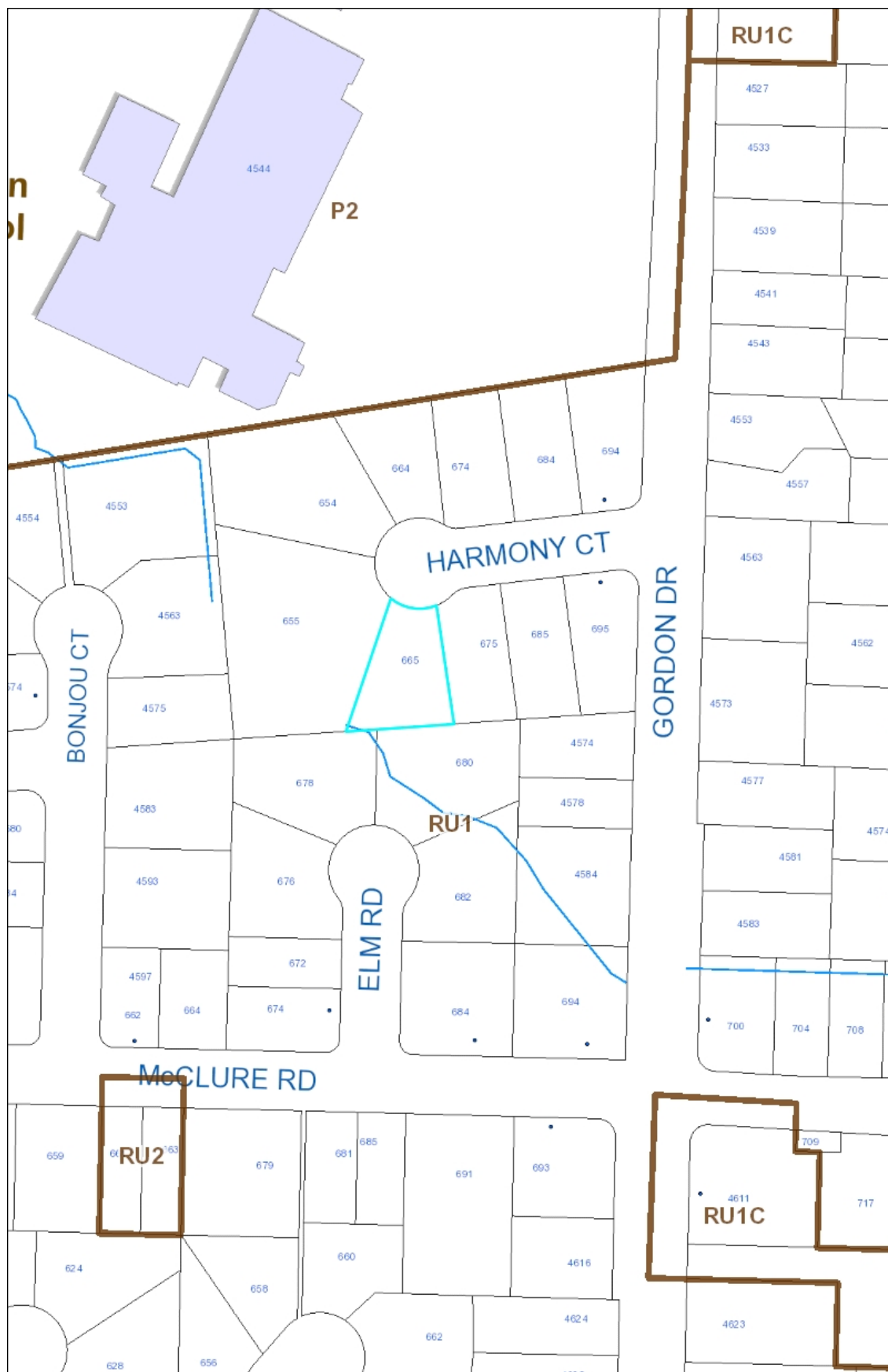
4. Electric Power and Telecommunication Services

It is the applicant's responsibility to make a servicing application with the respective electric power, telephone and cable transmission companies to arrange for service upgrades to these services which would be at the applicant's cost.

Steve Muenz, P. Eng.
Development Engineering Manager

SS





Legend

Zoning



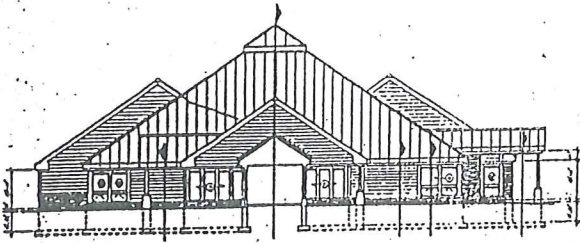
Notes

0 50 100Meters



January 15, 2016

This map is for general information only. The City of Kelowna does not guarantee its accuracy, currency or completeness. All information should be verified.



Peter J. Chataway, B.Sc., B.Arch.

HOUSE PLANS AND DESIGN

368 Cadder Ave., Kelowna, B.C. V1Y 5N1

Office: (250) 763-1334

Home: 763-5367

E-mail: muncha@cnx.net

Colour Board

KEITH "CARRIAGE" HOUSE - 665 Harmony Court

Roof : Asphalt Shingles - Midtone Slate



Walls : "Hardie"-Type Board - Granite Grey



Trim : Ditto - White



Sash : White



(To Match House)



KEITH House - ADJACENT TO WEST



KEITH House - ADJACENT TO EAST



KEITH House - ACROSS VIEW



KEITH House - FRONT (H.) VIEW

CITY OF KELOWNA
MEMORANDUM

Date: July 10, 2015
File No.: Z15-0035

To: Community Planning (TY)

From: Development Engineering Manager

Subject: 665 Harmony Court RU1c

Development Engineering has the following comments and requirements associated with this application to rezone from RU1 to RU1c.

1. Domestic Water and Fire Protection

Our records indicate this property is currently serviced with a 19mm-diameter water service. . The service is adequate for the proposed application.

2. Sanitary Sewer

Our records indicate that this property is serviced with a 100mm-diameter sanitary sewer service complete with inspection chamber. The service is adequate for the proposed application.

3. Development Permit and Site Related Issues

Direct the roof drains into on-site rock pits.

4. Electric Power and Telecommunication Services

It is the applicant's responsibility to make a servicing application with the respective electric power, telephone and cable transmission companies to arrange for service upgrades to these services which would be at the applicant's cost.

Steve Muenz, P. Eng.
Development Engineering Manager

SS

CITY OF KELOWNA
BYLAW NO. 11197
Z15-0035 - John Keith & Nicolette Keith
665 Harmony Court

A bylaw to amend the "City of Kelowna Zoning Bylaw No. 8000".

The Municipal Council of the City of Kelowna, in open meeting assembled, enacts as follows:

1. THAT City of Kelowna Zoning Bylaw No. 8000 be amended by changing the zoning classification of Lot 7, District Lot 357, SDYD, Plan 27103 located on Harmony Court, Kelowna, B.C., from the RU1 - Large Lot Housing zone to the RU1c - Large Lot Housing with Carriage House zone.
2. This bylaw shall come into full force and effect and is binding on all persons as and from the date of adoption.

Read a first time by the Municipal Council this

Considered at a Public Hearing on the

Read a second and third time by the Municipal Council this

Adopted by the Municipal Council of the City of Kelowna this

Mayor

City Clerk

REPORT TO COUNCIL



Date: February 1, 2016
RIM No. 1250-01
To: City Manager
From: Community Planning Department (RR)

Application: Z15-0064
Owner: Emil Anderson Construction Co. Ltd.,
Inc. No. C172775 as to an undivided
80/100 Interest
Gilmar Management Ltd.,
Inc. No. 143879 as to an undivided
15/100 Interest
Gillen Investments Inc.,
Inc. No. 528682 as to an undivided
5/100 Interest
Address: 5008 South Ridge Dr. **Applicant:** Emil Anderson Construction Co. Ltd.
Subject: Rezoning Applications
Existing OCP Designation: COMM - Commercial
Existing Zone: C1 - Local Commercial
Proposed Zone: C2 - Neighbourhood Commercial

1.0 Recommendation

THAT Rezoning Application No. Z15-0064 to amend the City of Kelowna Zoning Bylaw No. 8000 by changing the zoning classification of Lot 2, DL 1688S SDYD Plan KAP68647 located at 5008 South Ridge Dr., Kelowna, BC from the C1 - Local Commercial zone to the C2 - Neighbourhood Commercial zone be considered by Council;

AND THAT the Rezoning Bylaw be forwarded to a Public Hearing for further consideration;

AND THAT final adoption of the Rezoning Bylaw be considered subsequent to the outstanding conditions of approval as set out in Schedule "A" attached to the Report from the Community Planning Department dated February 1, 2016;

AND FURTHER THAT final adoption of the Rezoning Bylaw be considered subsequent to the registration of a restrictive covenant on title precluding the use of the property for a gas bar.

2.0 Purpose

To rezone the subject property from C1 - Local Commercial to C2 - Neighbourhood Commercial to allow additional commercial uses on the property.

3.0 Community Planning

Staff recommend that Council give initial consideration to the rezoning bylaw and forward the bylaw to Public Hearing. There is limited commercial land available in the South Ridge neighborhood in the Upper Mission, with only two other commercially designated areas within 3 ½ kilometers. Allowing additional intensity of commercial use on the site is not expected to impact other commercial sites or negatively impact the surrounding residential neighborhood.

4.0 Proposal

4.1 Background

The subject lot was created as part of the South Ridge neighbourhood. It was designated C1 - Local Commercial in the Zoning Bylaw, which allows a limited degree of commercial activity.

The applicant has indicated that the suite of uses permitted in the C1 zone are too limiting, and has applied to amend the bylaw to allow C2 - Neighbourhood commercial uses.

	C1 - Local Commercial	C2- Neighbourhood Commercial
Primary Uses	(a) agricultural machinery services (where uses was in existence prior to July 1 st , 1998) (b) child care centre, major (c) community garden (d) gas bars (where uses was in existence prior to July 1 st , 1998) (e) personal service establishments (f) retail stores, convenience	(a) animal clinics, minor (b) child care centre, major (c) community garden (d) financial services (e) food primary establishment (f) gas bars (g) health services (h) liquor primary establishment, minor (i) offices (j) participant recreation services, indoor (k) personal service establishments (l) public libraries and cultural exhibits (m) recycled materials drop-off centres (n) retail stores, convenience (o) supportive housing
Secondary Uses	(a) agriculture, urban (b) amusement arcades, minor (c) apartment housing (d) child care centre, minor (e) home based businesses, minor (f) residential security/operator unit	(a) agriculture, urban (b) amusement arcades, minor (c) apartment housing (d) child care centre, minor (e) group homes, minor (f) home based businesses, minor (g) residential security/operator unit (h) retail liquor sales establishment (C2rls only)

The C2 zone allows several uses which are not permitted in the C1 zone - most notably offices, food establishments and health services.

The C2 zone also allows gas bars. While staff support the C2 zone on the site to allow the majority of uses, staff believe that the traffic and noise impact of a gas bar or car wash at this location would be inappropriate to the neighbourhood. Staff recommend that if the zone is amended from C1 to C2, that it be amended in conjunction with the registration of a restrictive covenant prohibiting the development of a gas bar or car wash.

4.2 Project Description

There is no project currently proposed. The applicant has requested that the zone be amended to attract future tenants. Any commercial development on the site would require a Comprehensive Form and Character Development Permit, which would be subject to Council approval.

4.3 Site Context

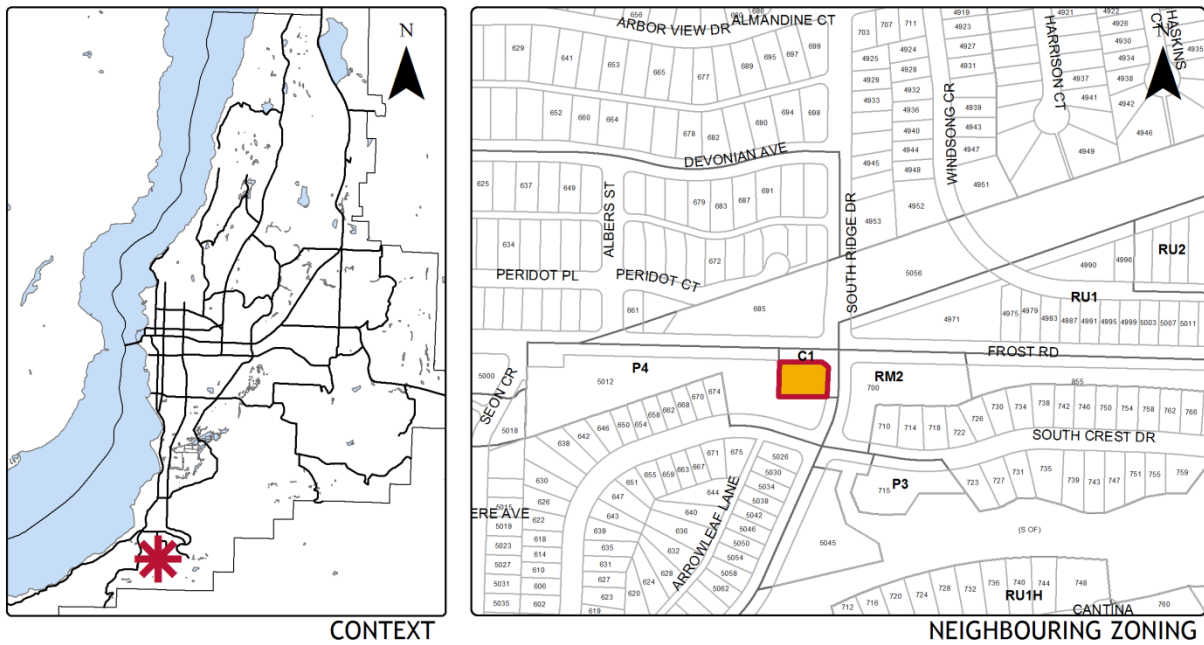
The property is a vacant lot in a developed residential area. The property is bordered on 3 sides by public park and open space, effectively buffering the site from residential development on 3 sides. There is a duplex complex across the road.

The site is well suited for commercial use on the corner of Frost and South Ridge and centrally located within the overall neighbourhood.

Adjacent land uses are as follows:

Orientation	Zoning	Land Use
North	P3 - Parks and Open Space	Park
East	RM2 - Low Density Multiple Unit	Duplex Complex
South	P4 - Utilities	Park
West	P4 - Utilities	Park

Subject Property Map:



5.0 Technical Comments

5.1 Building & Permitting Department

No comments

5.2 Development Engineering Department

See attached Memorandum dated December 19, 2015.

6.0 Application Chronology

Date of Application Received: December 6th, 2015

Report prepared by:

Ryan Roycroft, Planner 2

Reviewed by:

☐

Terry Barton, Urban Planning Manager

Approved for Inclusion:

☐

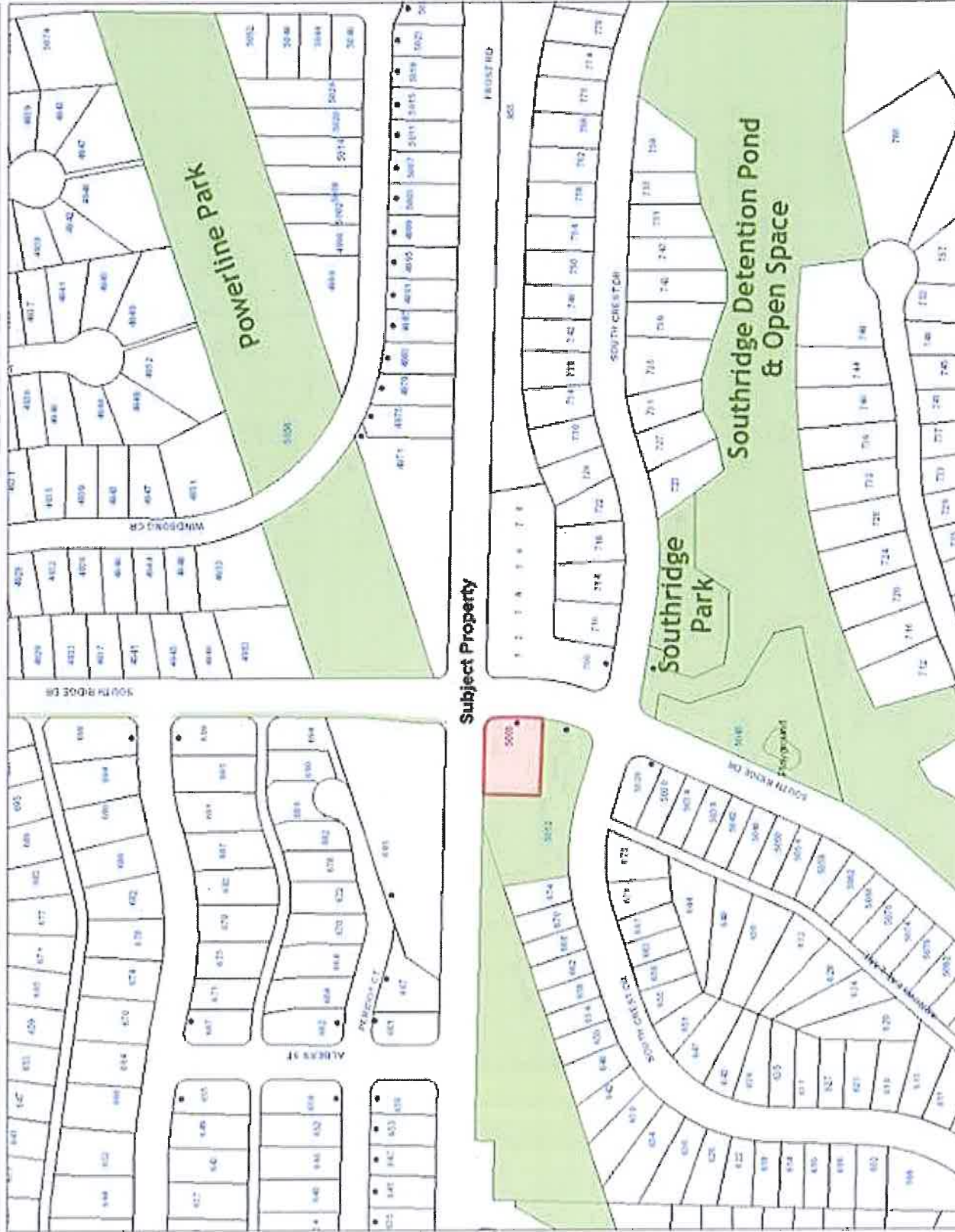
Ryan Smith, Community Planning Department Manager



Legend



Notes



This map is for general information only. The City of Kelowna does not guarantee its accuracy, currency or completeness. All information should be verified.

0 75 150Meters

CITY OF KELOWNA
MEMORANDUM

Date: December 19 2015
File No.: Z15-0064
To: Land Use Management (RR)
From: Development Engineering Manager
Subject: 5008 South Ridge Dr. Frost Rd Plan KAP68647 Lot 2 EAC

The Development Engineering Branch comments and requirements regarding this application to rezone from C1 to C2 to allow for a greater variety of neighbourhood level uses are as follows:

The Development Engineering Technologist for this project is John Filipenko. AScT

Initial servicing requirements associated with the subject property were addressed under files Z98-1021, S99-003.

Domestic Water and Fire Protection

The development site is presently serviced with a 100mm water service. The developer's consulting mechanical engineer will determine the domestic, fire protection requirements and establish hydrant requirements and service needs. Should service upgrades be required, they will be at the developer's cost and additional bonding will be required. Only one service will be permitted for this subject property.

Sanitary Sewer

The development site is presently serviced with a 100mm-diameter sanitary sewer service. The developer's consulting mechanical engineer will determine servicing the requirements. Should service upgrades be required, they will be at the developer's cost and additional bonding will be required. Only one service will be permitted for the subject property.

Storm Drainage

The subject property presently is not serviced with a storm connection. The developer will be required to engage a consulting civil engineer to provide a storm water management plan for this site which meets the requirements of the Subdivision and Development Bylaw. The storm water management plan must also include provision of lot grading plan and provision of a storm drainage service and recommendations for onsite drainage containment and disposal systems.

Road Improvements

Provide an overhead pedestrian flasher on the west leg of the Frost Road, South Ridge Drive intersection to accommodate the pedestrian and cyclist activity that will be generated by this type of development in the residential environment. This work should include curb let downs at required locations (on the south west corner to align the crosswalk with the existing sidewalk on the north side. Access requirements will be further reviewed at the development permit stage.

Engineering

Road and utility construction design, construction supervision, and quality control supervision of all off-site and site services including on-site ground recharge drainage collection and disposal systems, must be performed by a consulting civil engineer. Designs must be submitted to the City Department for review and marked "issued for construction" by the City Engineer before construction may begin.

Servicing Agreements for Works and Services

A Servicing Agreement is required for all works and services on City lands in accordance with the Subdivision, Development & Servicing Bylaw No. 7900. The applicant's Engineer, prior to preparation of Servicing Agreements, must provide adequate drawings and estimates for the required works. The Servicing Agreement must be in the form as described in Schedule 2 of the bylaw.

Part 3, "Security for Works and Services", of the Bylaw, describes the Bonding and Insurance requirements of the Owner. The liability limit is not to be less than \$5,000,000 and the City is to be named on the insurance policy as an additional insured.

Steve Muenz, P. Eng.
Development Engineering Manager

JF

CITY OF KELOWNA

BYLAW NO. 11198

**Z15-0064 - Emil Anderson Construction Co. Ltd., Inc. No.
C172775, Gilmar Management Ltd., Inc. No. 143879, Gillen
Investments Inc., Inc. No. 528682
5008 South Ridge Drive**

A bylaw to amend the "City of Kelowna Zoning Bylaw No. 8000".

The Municipal Council of the City of Kelowna, in open meeting assembled, enacts as follows:

1. THAT City of Kelowna Zoning Bylaw No. 8000 be amended by changing the zoning classification of Lot 2, District Lot 1688S, SDYD, KAP68647 located on South Ridge Drive, Kelowna, B.C., from the C1 - Local Commercial zone to the C2 - Neighbourhood Commercial zone.
2. This bylaw shall come into full force and effect and is binding on all persons as and from the date of adoption.

Read a first time by the Municipal Council this

Considered at a Public Hearing on the

Read a second and third time by the Municipal Council this

Adopted by the Municipal Council of the City of Kelowna this

Mayor

City Clerk

REPORT TO COUNCIL



Date: 2/1/2016

RIM No. 1250-30

To: City Manager

From: Community Planning Department (AC)

Application: Z15-0041

Owner: Kneller Holdings Ltd.

Address: 1170 Hwy 33 W

Applicant: New Town Planning - Lisa Fraser

Subject: Rezoning Application

Existing OCP Designation: MRL - Multiple Unit Residential (Low Density)

Existing Zone: RU1 - Large Lot Housing

Proposed Zone: RM3 - Low Density Multiple Housing

1.0 Recommendation

THAT Rezoning Application No. Z15-0041 to amend the City of Kelowna Zoning Bylaw No. 8000 by changing the zoning classification of portions of Parcel B (Plan B1566) of Lot 4, Section 26 & 27, Township 26, ODYD, Plan 426 Except Plans 8449, 21711, 24898, KAP58053 and KAP58054, located on 1170 Hwy 33 W, Kelowna, BC from the RU1 - Large Lot Housing zone to RM3 - Low Density Multiple Housing zone, be considered by Council;

AND THAT the Zone Amending Bylaw be forwarded to a Public Hearing for further consideration;

AND THAT final adoption of the Zone Amending Bylaw be subsequent to the outstanding conditions of approval as set out in Attachment "A" connected to the Report from Community Planning Department dated February 1st 2015;

AND THAT final adoption of the Zone Amending Bylaw be subsequent to the closure of Kneller Road;

AND THAT final adoption of the Zone Amending Bylaw be subsequent to the registration of a subdivision that creates the newly aligned Gertsmar Road extension and consolidates the subject property with closed portions of Kneller Road;

AND THAT final adoption of the Zone Amending Bylaw be subsequent to the legal description noted in the Zone Amending Bylaw be amended to only include the portions of the property south of Gertsmar Road and the Kneller Road closed portions;

AND FURTHER THAT final adoption of the Rezoning Bylaw be considered in conjunction with Council's consideration of a Development Permit and Development Variance Permit for the subdivided and consolidated portion of the subject property.

2.0 Purpose

To rezone the subject property from RU1 - Large Lot Housing to RM3 - Low Density Multiple Housing to allow for a 78-unit multiple family residential project located on the subject property.

3.0 Community Planning

The Community Planning department supports the proposed rezoning application. In the OCP Future Land Use Map, the subject property is currently designated as MRL - Multiple Unit Residential (Low Density), allowing for RM3 - Low Density Multiple Housing zoning with the condition that the Gertsmar Road realignment be constructed. This application supports the City's broad goals of residential intensification within the Urban Core and for providing affordable housing. This affordable housing project is a rental housing building sponsored by BC Housing and administered by the Okanagan Métis and Aboriginal Housing Society.

The site is well suited for redevelopment and intensification. The property is within an urban neighbourhood and has good access to services and amenities in the Rutland Urban Centre and nearby Hollywood commercial area. The site is a corner lot adjoining similar residential densities on all sides. Further site design and architectural detailing will be addressed by Staff at the Development Permit and Development Variance Permit stage.

The site is also located immediately adjacent to a BC Transit stop on Highway 33 W which is a corridor identified as part of the Frequent Transit Network within the City's 25 Year Transit Vision. Further, many transportation and safety goals identified by the City of Kelowna and MOTI will be achieved by the development of this lot such as:

- intersection improvements at the corner of Gerstmar Road and Highway 33;
- the construction of Gertsmar Road;
- the closing and decommissioning of Kneller Road; and
- frontage improvements along Highway 33 and Gerstmar Rd.

3.1 Public Notification

In fulfillment of Council Policy No. 367 respecting public consultation, the applicant undertook neighbour consultation by individually contacting the neighbours within 50 metres and holding a public information session on August 20th 2015 from 4-7pm at the Rutland Seventh Day Adventist Church. Flyers were delivered (or mailed per attached list) to the surrounding area two weeks before and an advertisement was posted in the Capital News on August 5th and again on August 12th.

The Public Information Session had (16) residences represented at the meeting. According to the applicant's report on the public information session, the overall responses to the proposed development were positive in their nature. Many participants commented on the building design and landscape features. Attendees were encouraged to complete an exit survey and 15 completed surveys were received. A summary of the responses is outlined within the public notification attachments (See Attachment 'B').

3.2 Neighbouring Parcel

The neighbouring parcel at 1220 Hwy 33 W has their access at the north of their property on Kneller Road. As a part of the closure of Kneller Road, this property will need physical driveway access to the newly realigned Gertsmar Road. This is necessary as the Ministry of Transportation and Infrastructure (MOTI) will only approve a rezoning if Kneller Road is closed and if 1220 Hwy 33 W is prevented from having any access to the highway. There are a couple of options available to achieve this objective. These options are continuing to be explored as part of the Development Permit and Development Variance Permit and will be considered at a later date by Council.



Option 1:

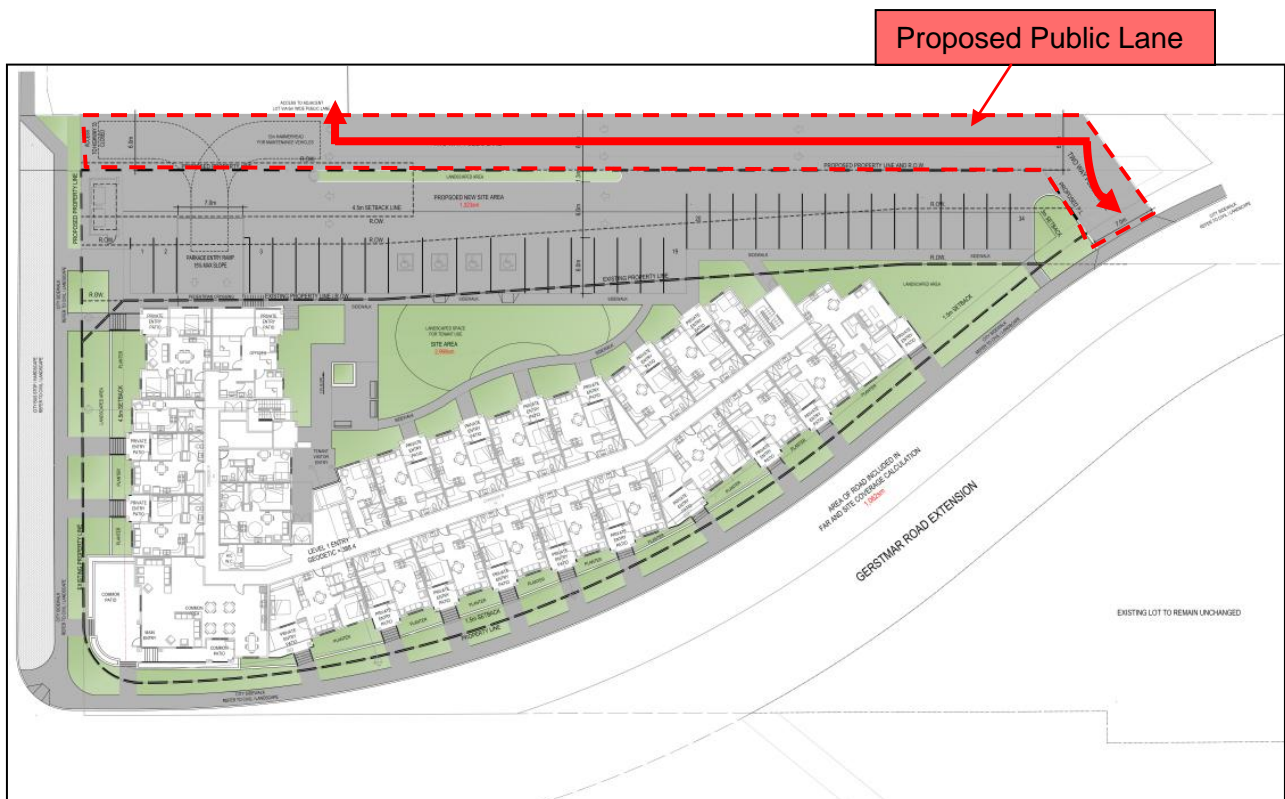
The original development proposal had access to 1220 Hwy 33 W through the private parking lot of the development. This option provided the minimum number of parking stalls (114) as per the zoning bylaw however the proposal would still need a variance to the proportion of vehicle stall size types. This means the proportion of small vehicle parking would be greater than the bylaw would permit. From a site design perspective this proposal utilizes the available space on the subject property most efficiently. However, a private easement would need to be secured with the neighbouring property. The neighbour is reluctant to agree to a private easement due to potential operating conflicts with the future parking lot and the unconventional nature of the solution.



Option 2:

The second option was developed in the response to the challenges with securing the private easement. Therefore, along the west property line a public lane could be dedicated to give the property to the west public access through to Gertsmar Road. This option would reduce the amount of parking for the applicant's proposal by providing 101 parking stalls out of a required 114 parking stalls. This would result in a variance request of 11.5%.

Additional parking options were explored to reduce the variance including using the land on the other side of Gertsmar Road (which is owned by the applicant) for a surface parking lot. However, pedestrian circulation between this parking lot and the main building were a concern to staff as a crosswalk could not be installed safely due to the geometry of Gerstmar Road. The public laneway is also a concern to staff for ongoing maintenance and operations. It represents a relatively high cost for the benefit of one lot. Further, it is Staff's preference for a private party (OMAHs) or the property owner to maintain the laneway in perpetuity.



4.0 Proposal

4.1 Background

The Okanagan Métis and Aboriginal Housing Society (OMAHs) is a registered non-profit society dedicated to the provision of subsidized housing for the community and is the organization that will operate this facility. This type of housing is in high demand within Kelowna. OMAHS has secured support from BC Housing to fund the land purchase and the development for the provision of the apartment housing to be rented at 85% of market value.

OMAHs presently owns and manages several housing developments within Kelowna and West Kelowna, including 28 town house units at 115 Gerstmar Road, adjacent to the Subject Site. The new apartment building will become home to the OMAHS main office, allowing for on-site rental management for the new building and satellite management of their other properties.

The planned Gerstmar Road extension will be triggered by this development. The Ministry of Transportation and Infrastructure (MOTI) has requested that Kneller Road be closed to through traffic. The applicant proposes to acquire the unused portion of Kneller Road right-of-way and consolidate it with the subject site. MOTI will have to approve the zone amending bylaw as the site abuts Highway 33 and is within 800m of the Provincial Highway.

4.2 Project Description

The current proposal is for a 78-unit, 3 storey apartment building placed on a single level concrete underground parkade with additional parking provided on the surface. The 3 storey wood-frame structure is proposed to be constructed in contemporary Okanagan styling incorporating a flat roof, balconies and large frame windows with solar shading. The exterior is finished with fiber cement siding, shingles, and paneling. The first floor provides ground-oriented access including private access from the street and a patio.

An application for Development Permit and Development Variance Permit has been submitted concurrently with the rezoning application. Initial drawings have been submitted identifying conceptual building elevations along with a detailed site plan, parking plan and landscaping plan. After initial review of the Development Permit, the proposed development is complementary in nature to the existing developments along the Hwy 33 corridor. The Development Permit and Development Variance Permit will be brought forward to Council if the project receives third reading and pending the outcome of the neighbour's driveway issue.

4.3 Site Context

The subject site is approximately two acres. There are currently three residential dwellings situated on the property. The site is surrounded on the north, east and west by established residential properties. There is a small development of single-family residential to the north (Kneller Road and Kneller Court), with multiple-family residential beyond. Multiple family residential developments are also located to the east and west of the Subject Site. Land uses to the south and southeast, across Highway 33, are institutional (Rutland Seventh-Day Adventist Church) and commercial (Shell gas station). The subject property is designated as MRL - Multiple Unit Residential (Low Density) and is within the Permanent Growth Boundary. Specifically, the adjacent land uses are as follows:

Orientation	Zoning	Land Use
North	RU1 - Large Lot house RU6 - Two Dwelling Housing	Residential
East	RM3 - (Low Density Multiple Housing)	Residential
South	P2 - Education and Minor Institutional C1 - Local Commercial	Institutional Commercial
West	RU1 - Large Lot house RM3 - (Low Density Multiple Housing)	Residential

Subject Property Map: 1170 Hwy 33 W



5.0 Zoning Analysis Table

Zoning Analysis Table		
CRITERIA	RM3 ZONE REQUIREMENTS	PROPOSAL
Development Regulations		
Lot Area	900 m ²	5,377 m ²
Height	10.0 m / 3 storeys	9.3m / 3 storeys
FAR	0.75	0.75
Front Yard (south)	4.5 m	4.5 m
Flanking Side Yard (east)	1.5 m for ground oriented housing	1.5 m
Side Yard (west)	4.0 m	20.9 m
Rear Yard (north)	1.5 m for ground oriented housing	8.6 m
Site coverage of buildings	40 %	32 %
Site coverage of buildings, driveways & parking	60 %	58 %
Other Regulations		
Minimum Parking Requirements	114 parking stalls	Unknown - potentially: 114 parking stalls ①

Zoning Analysis Table		
CRITERIA	RM3 ZONE REQUIREMENTS	PROPOSAL
Parking Ratio	Large Car: 50 % Medium Car: 40 % Small Car: 10 %	Unknown - potentially: Large Car: 33 % Medium Car: 49 % Small Car: 18 % ②
Minimum Bicycle Parking Requirements	Class 1: 39 bikes Class 2: 8 bikes	47+ bike stalls ③
Private Open Space	1,070 m ²	2,651 m ²
① & ② The only potential variance the applicant will need is the amount and size of onsite parking in relation to the driveway issue with the adjacent property.		
③ The break down and exact quantity of bike stalls will be identified with the Development Permit.		

6.0 Current Development Policies

6.1 Kelowna Official Community Plan (OCP)

Development Process

Compact Urban Form.¹ Develop a compact urban form that maximizes the use of existing infrastructure and contributes to energy efficient settlement patterns. This will be done by increasing densities (approximately 75 - 100 people and/or jobs located within a 400 metre walking distance of transit stops is required to support the level of transit service) through development, conversion, and re-development within Urban Centres (see Map 5.3) in particular and existing areas as per the provisions of the Generalized Future Land Use Map 4.1.

Sensitive Infill.² Encourage new development or redevelopment in existing residential areas to be sensitive to or reflect the character of the neighbourhood with respect to building design, height, and siting.

Objective 5.9. Support the creation of affordable and safe rental, non-market and/or special needs housing.

7.0 Technical Comments

7.1 Building & Permitting Department

- a) No comment.

7.2 Development Engineering

- See Attachment 'A' dated August 20th 2015.

7.3 Fire Department

- a) Construction fire safety plan is required to be submitted and reviewed prior to construction and updated as required. Template available online at Kelowna.ca
- b) Engineered Fire Flow calculations are required to determine Fire Hydrant requirements as per the City of Kelowna Subdivision Bylaw #7900. A minimum of 150litres/sec is required. Should a hydrant be required on this property it shall be deemed private and shall be operational prior to the start of construction.

¹ City of Kelowna Official Community Plan, Policy 5.3.2 (Development Process Chapter).

² City of Kelowna Official Community Plan, Policy 5.22.6 (Development Process Chapter).

³ City of Kelowna Official Community Plan, Chapter 4 (Future Land Use).

- c) Fire Department access is to be met as per BCBC 3.2.5.6 - Will there be a turnaround for Fire department vehicles on Kneller should the road be closed?
- d) A visible address must be posted as per City of Kelowna By-Laws
- e) Sprinkler drawings are to be submitted to the Fire Dept. for review when available
- f) A fire safety plan as per section 2.8 BCFC is required at occupancy. The fire safety plan and floor plans are to be submitted for approval in AutoCAD Drawing format on a CD
- g) Approved Fire Department steel lock box or key tube acceptable to the fire dept. is required by the fire dept. entrance.
- h) All requirements of the City of Kelowna Fire and Life Safety Bylaw 10760 shall be met.
- i) Fire alarm system is to be monitored by an agency meeting the CAN/ULC S561 Standard.
- j) Contact Fire Prevention Branch for fire extinguisher requirements and placement.
- k) Fire department connection is to be within 45M of a fire hydrant- unobstructed.
- l) Ensure FD connection is clearly marked and visible from the street
- m) Dumpster/refuse container must be 3 meters from structures or if inside the parking garage, it shall be enclosed within a rated room
- n) Do not issue BP unless all life safety issues are confirmed.

8.0 Application Chronology

Date of Application Received:	July 29 th 2015
Date of Public consultation:	Aug 25 th 2015
Date of Ministry of Transportation & Infrastructure meeting / comments:	Sept 1 st 2015

Report prepared by:

Adam Cseke, Planner

Reviewed by:

☐

Terry Barton, Urban Planning Manager

Approved for Inclusion by:

☐

Ryan Smith, Community Planning Manager

Attachments:

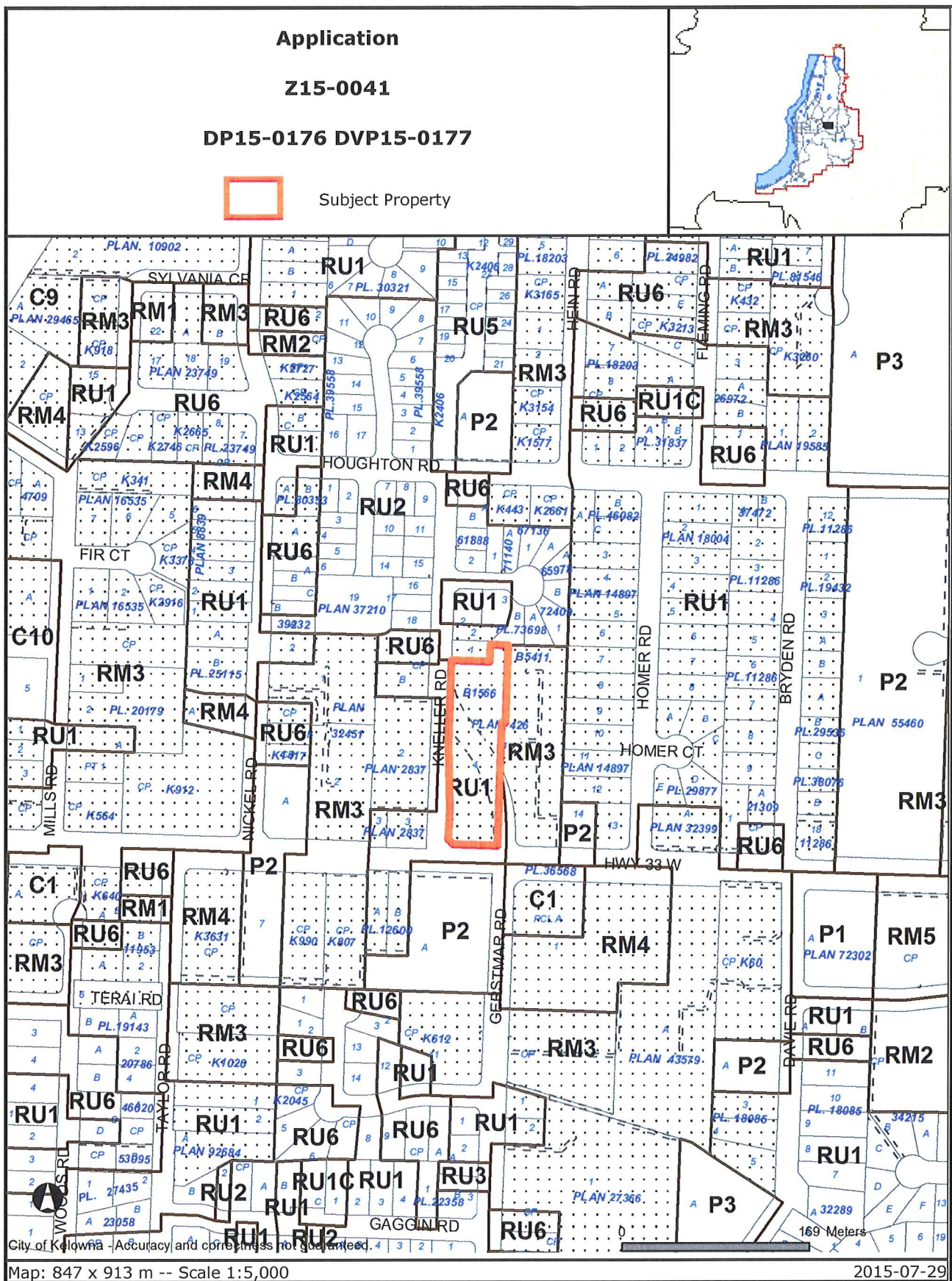
Subject Property Map

Map A

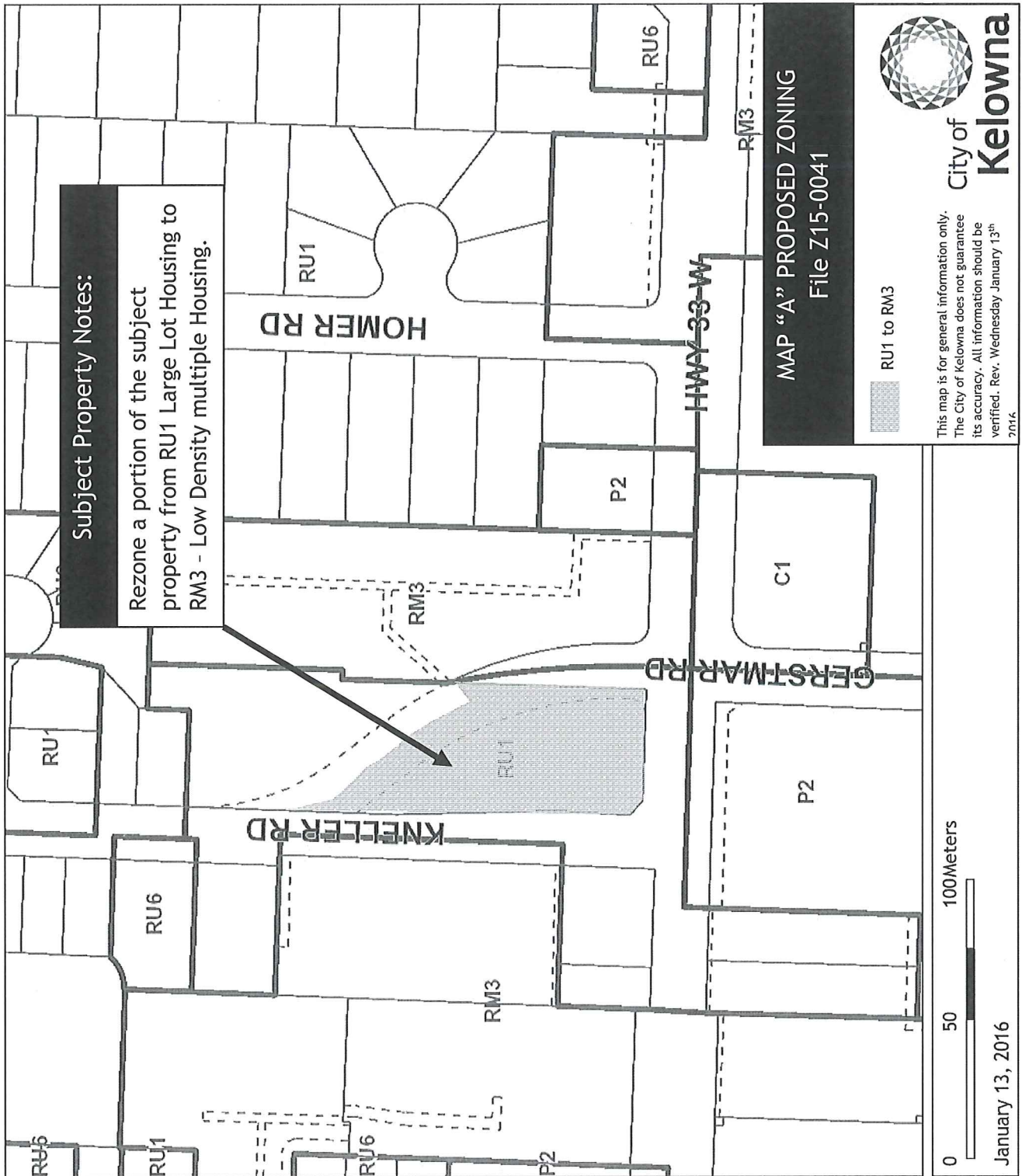
Public Notification Summary

Development Engineering Memo dated August 20th 2015 (Attachment 'A')

Ministry of Transportation & Infrastructure Letter dated August 13th 2015



Certain layers such as lots, zoning and dp areas are updated bi-weekly. This map is for general information only.
The City of Kelowna does not guarantee its accuracy. All information should be verified.



PUBLIC INFORMATION SESSION

APPLICATION FOR REZONING (Major) & DEVELOPMENT PERMIT (With Variance)

City of Kelowna File #Z15-0041/DP15-0176/DVP15-0177

An application is underway to rezone a portion of 1170 Hwy 33 from RU1 to RM3 in order to construct a 78-unit, 3 storey apartment building with underground parking. A Parking Variance is also being considered in order to increase the allowed ratio of smaller cars.



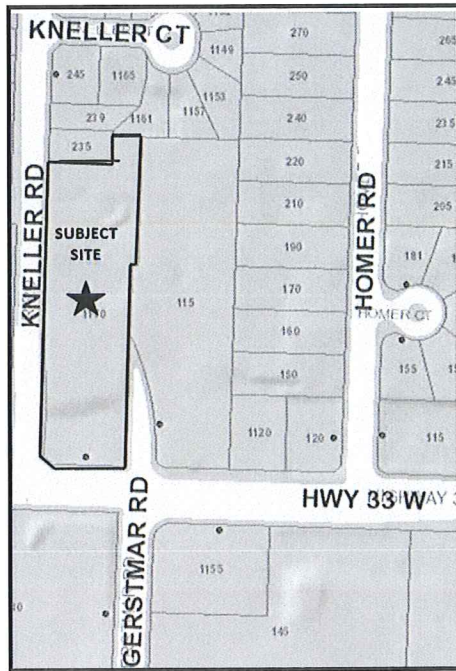
If you are interested in learning more about this application please drop by our information session or contact one of the offices listed below.

Rutland Seventh Day Adventist Church – 130 Gerstmar Road
Thursday, August 20, 2015 from 4-7PM (drop in)

Okanagan Metis & Aboriginal Housing Society
Phone: 250-763-7747

New Town Planning Services Inc.
Phone: 250-860-8185





Public Information Session

Thursday, August 20th

4:00 pm – 7:00 pm (drop in)

Rutland Seventh Day

Adventist Church

130 Gerstmar Road

Residents are cordially invited to learn more about our request to rezone a portion of 1170 Hwy 33 to construct a 78-unit apartment building with a parking variance to allow for an increased ratio of smaller cars.

For more information please contact New Town Planning Services at 250-860-8185 or Okanagan Metis & Aboriginal Housing Society at 250-763-7747.

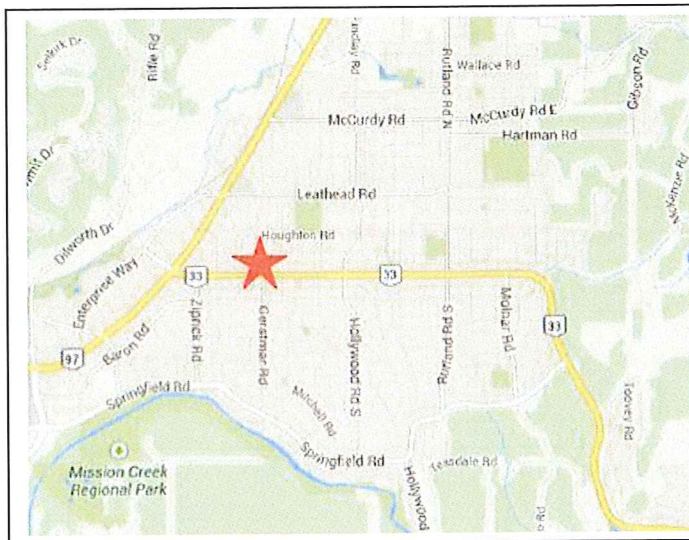


Proposal for Rezoning & Development Permit
Parcel B of Lot 4, Sections 26 & 27, Tp. 26, ODYD, Plan 426
Except Plans 8449, 21711, 24898, KAP58053 and KAP58054

1170 Highway 33W

Introduction

This application is for rezoning and Development Permit to allow for a 78-unit multiple family residential project at 1170 Hwy 33W to be constructed and subsequently managed by the Okanagan Metis and Aboriginal Housing Society.



Site Location: 1170 Hwy 33W

Housing Needs

The Okanagan Metis and Aboriginal Housing Society (OMAHS) is a registered non-profit society dedicated to the provision of below market housing for the community. This type of housing is in critically short supply in the Kelowna region and OMAHS has secured support from BC Housing to fund the land purchase and development for the provision of apartment housing to be rented at 85% of market value.

OMAHS presently owns and manages several housing developments within Kelowna and West Kelowna, including 28 town house units at 115 Gerstmar Road, adjacent to the Subject Site. The new apartment building will become home to the OMAHS main office, allowing for on-site rental management for the new building and satellite management of their other properties.

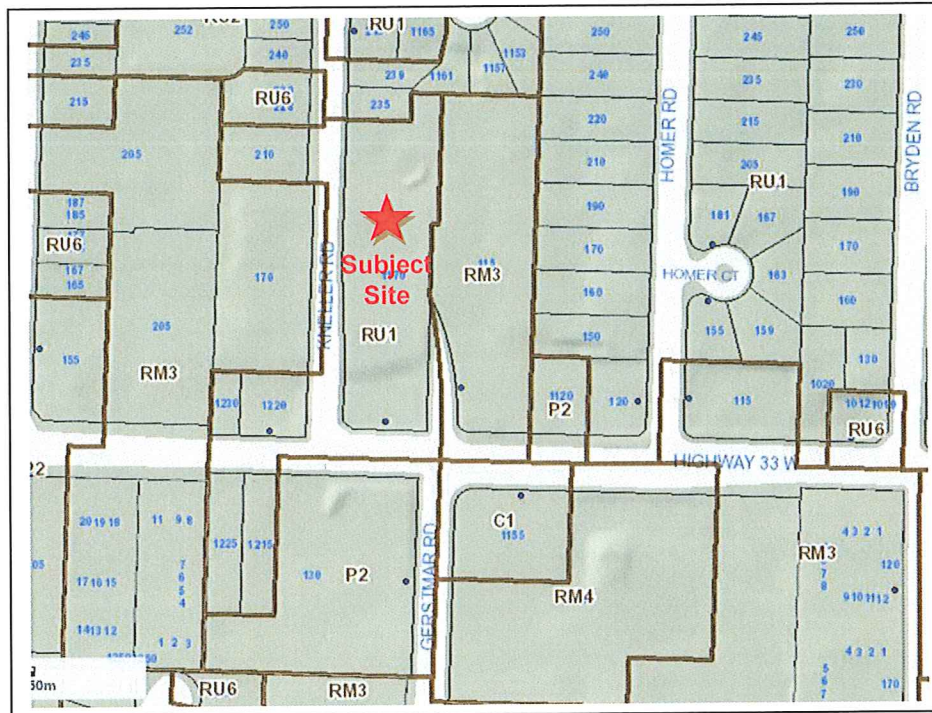
Site Context

The Subject Site is approximately two acres and is presently zoned RU1 (Large Lot Housing). There are currently three residential dwellings situated on the property. The site is surrounded on the north, east and west by established residential properties. There is a small development of single-family residential to the north (Kneller Road and Kneller Court), with multiple-family residential beyond.

Cont...

Multiple family residential developments are also located to the east and west of the Subject Site.

Land uses to the south and southeast, across Highway 33, are institutional (Rutland Seventh-Day Adventist Church) and commercial (Shell gas station).



Site Context: Current Zoning

Policy Context

The application for zoning to RM3 (Low Density Multiple Residential) is consistent with the City of Kelowna's Official Community Plan Generalized Future Land Use Map. Zoning will be advanced concurrently with a Development Permit for the proposed civil works, building and landscaping.

With the planned extension of Gerstmar Road triggered by this development, the Ministry of Transportation and Infrastructure (MoTI) has requested that Kneller Road be closed to through traffic and the applicant proposes to acquire the entire Kneller Road right-of-way and consolidate it with the Subject Site. MOTI has sign-off authority on the zoning application as it abuts Highway 33 and is within 800m of the Provincial Highway.

Site Analysis

The planned extension of Gerstmar Road will bisect the Subject Site in a generally SE to NW axis and ultimately divide the long, narrow property into two smaller properties. The severed portion of the Subject Site not proposed for the development will be subdivided and registered as a separate legal title and will remain zoned as RU-1.

Cont...

Kneller Road Closure & Gerstmar Road Extension

The City of Kelowna Engineering and Planning Departments endorse the sale of the Kneller Road stub to the applicant. The road has several utility easements, alignments and Statutory Right of Way's, the majority of which will be retained in their present locations.

An access easement will be granted to the neighbouring property at 1220 Highway 33 and all traffic to Highway 33 will be closed off at the Kneller road intersection.

Building Form & Character

The proposed 78-unit, 3 storey apartment building is placed on a single level concrete underground parkade with additional parking provided on surface. This 3 storey wood-frame structure is of contemporary Okanagan styling incorporating a flat roof, generous balconies and large frame windows with solar shading. The exterior is finished with fiber cement siding, shingles, and paneling.

The opportunity to provide ground-oriented access to the main floor apartment units has been optimized and each of these homes will have internal corridor access as well as a patio and private access from the street.



Conceptual Building Design: View of proposed development looking northwest

An application for Development Permit is being submitted concurrently with this request for rezoning and conceptual building elevations along with a detailed site plan, parking plan and landscaping plan will be available for review as part of the application and public consultation process.

Proposed Parking Variance (Car Size Ratio)

In response to the geographic qualities of this site and the emerging changes in vehicle preference, we are seeking a variance to the parking ratio between large, medium and small parking stalls as described in Zoning Bylaw Table 8.1.11 for RM3 residential development.

Parking Stall Size	Regulation (RM3)	Provided
Large Car Stalls	50%	33%
Medium Car Stalls	40%	49%
Small Car Stalls	10%	18%

Cont...

Zoning Statistics

The proposed apartment building will be developed in accord with the regulations outlined in the RM3 (Low Density Multiple Family Residential) zone as outlined in the following table.

OMAHS Apartment Zoning Compliance		
Regulation Category	Regulation (RM3)	Provided
Lot Width	30m	61.4m
Lot Depth	30m	44m
Lot Area	900m ²	5,108 m ²
Maximum F.A.R.	0.75	0.65
Building Site Coverage	40%	26%
Building, Driveways & Parking *	60%	60%
Maximum Height	3 storeys / 10m	3 storeys / 9.3m
Accessory Bldg. Height	4.5m	2.4m
Hwy. 33 Setback (Front Yard)	4.5m	4.5m
Front Yard (South)	4.5m	4.5m
Side Yard (East)	1.5m	1.5m
Side Yard (West)	4.5m	20.9m
Rear Setback (North)	4.5m	8.6 m
Parking	102	102
Visitor Parking	12	12
Bike Parking	47	47+

Summary

The proposed OMAHS multiple-family residential project is compliant with the planning intentions envisioned by the Official Community Plan. The development will construct the Gerstmar Road extension replacing the need for an intersection at Kneller Road at Highway 33.

The proposed closure and property consolidation of the Kneller Road stub is assumed and will be a prerequisite approval of the proposed zoning and Development Permit processes. Coordinated application processing is expected to allow Council and the public to fully understand the overall proposal.



Your File #: Z15-0041
eDAS File #: 2015-03920
Date: Aug/13/2015

City of Kelowna

1435 Water Street
Kelowna, British Columbia V1Y 1J4
Canada

Attention: Deb Champion and Adam Cseke

Re: Proposed Bylaw change to 8000 for:
PARCEL B (PLAN B1566) OF LOT 4 SECTIONS 26 AND 27 TOWNSHIP 26
ODYD PLAN 426 EXCEPT PLANS 8449, 21711, 24898, KAP58053, AND
KAP58054

With regard to the above noted City of Kelowna zoning file, the Ministry has reviewed the referral information and has determined no objection to the change in land use through this bylaw and support full closure of Kneller Road provided the following conditions are satisfied:

As indicated in our earlier response, once the extension of Gertsmar Road is constructed, the Kneller Road intersection at Highway 33 will be too close to the signalized intersection of Highway 33 and Gertsmar Road. Closure of Kneller Road will require physical removal of the curb returns and replacement with Ministry standard barrier curb and gutter, complete with drainage works as needed and including appropriate pavement marking revisions on Highway 33. We assume the City will also require the corresponding sidewalk and boulevard treatment to be constructed through the closed road area as part of this project.

For the closure of Kneller Road at Highway 33 we require alternate access to be provided to Lot 3, Plan 2837 (1220 Hwy. 33W) via Gertsmar Road. No direct access will be permitted where alternate access is feasible, reasonable and safe. Provision of future alternate access to the property lying immediately to the west of Lot 3 (1230 Hwy 33W) should also be considered at this time, in order to allow for elimination of the direct highway access in future.

Local District Address
Kelowna Area Office 300-1358 St. Paul Street Kelowna, BC V1Y 2E1 Canada Phone: (250) 712-3660 Fax: (250) 712-3669

All work within the public highway right of way is subject to our Ministry's review and approval. Prior to any activity starting within any portion of Provincial Highway Right of Way all design work details must be submitted and approved by this Ministry demonstrated through permit.

If you have any questions please feel free to contact our Development Approvals department via 250-712-3660.

Yours truly,

A handwritten signature in black ink, appearing to be 'Blaine Garrison', with a stylized, cursive-like script.

Blaine Garrison
District Development Technician

CITY OF KELOWNA

MEMORANDUM

Date: August 20, 2015
File No.: Z15-0041
To: Urban Planning (AC)
From: Development Engineer Manager (SM)
Subject: 1170 Hwy 33 SW – Parcel B of Lot 4, Plan 426, Sec. 26 & 27, Twp. 26 ODYD

The Works & utilities Department comments and requirements regarding this application to rezone the subject property from RU1 to RM3 are as follows:

These are W. & U. initial comments and they may be subject to MOT requirements

1. Subdivision
 - a) Provide easements as may be required.
 - b) Dedicate the new alignment of Kneller Road in accordance with the road reserve alignment and requirements registered on the subject property.
 - c) Close the southerly portion of Kneller and register an access agreement in favour of the properties affected by the road closure along the West side of Kneller Road.
 - d) Register a 6.0m. Right of Way over the sanitary sewer within the Kneller Road closure. The Right of Way must extend 3.0m. beyond the up-stream manhole.

2. Geotechnical Study.

A comprehensive Geotechnical Study is required, which is to be prepared by a Professional Engineer competent in the field of geotechnical engineering, the study is to address the following:

- a) Overall site suitability for development.
- b) Presence of ground water and/or springs.
- c) Presence of fill areas.
- d) Presence of swelling clays.
- e) Presence of sulfates.
- f) Potential site erosion.
- g) Provide specific requirements for footings and foundation construction.
- h) Provide specific construction design sections for roads and utilities over and above the City's current construction standards

.../2

3. Domestic water and fire protection.

This development is within the service area of the Rutland Waterworks District (RWD). The developer is required to make satisfactory arrangements with the RWD for these items. All charges for service connection and upgrading costs are to be paid directly to the RWD. The developer is required to provide a confirmation that the district is capable of supplying fire flow in accordance with current requirements for the zone currently applied for under this application.

.../2

A watermeter is mandatory as well as a sewer credit meter to measure all the irrigation water. Watermeters must be housed in an above-ground, heated, accessible and secure building, either as part of the main site buildings or in a separate building. Remote readers units are also mandatory on all meters.

4. Sanitary Sewer.

- a) The subject property is serviced by the Municipal wastewater collection system and is located within specified area #1. This application does not trigger any Specified Area charges.
- b) A new sanitary service, sized and conveniently located to accommodate the proposed development may be required. The cost of a new service will be determined when an application for the new service is received by the City Inspection Services Department. The installation of a new service will be at the cost of the owner.

5. Drainage.

A comprehensive site drainage management plan and design to comply with the City's drainage design and policy manual will be a requirement of the development permit application. The drainage study should indicate the size and location of the ground recharge system. This plan can become part of the geotechnical study to identify possible ground recharge/detention areas.

6. Power and Telecommunication Services.

The subject property is located within the Rutland Town Centre. The services to this development and adjacent overhead distribution are to be installed underground. It is the developer's responsibility to make a servicing application to the respective utility companies. The utility companies are then required to obtain the city's approval before commencing their works.

7. Road improvements.

a) Kneller/ Gerstmar extension

The applicant is responsible for the construction of the extension of Kneller Road to a paved urban collector standard (SS-R5). The construction consists of curb, gutter and sidewalk on both sides, fillet paving, storm drainage works, removal and/or relocation of utilities as may be required, etc. The construction extends from Hwy 33 to the existing sidewalk on the East side and to the opposite of the sidewalk on the West side. The estimated cost for this work, for bonding purpose, would be **\$210,300.00**, inclusive of a bonding contingency (Utility poles relocation not included). The City is currently holding security in the amount of **\$21,885** which will be refunded to the owner upon completion of the works. The security required for this application is **\$188,415.00** (\$210,300-\$21,885).

.../3

b) Hwy 33 at the Kneller Road intersection

The applicant is responsible for the removal of the curb, gutter and sidewalk as well as the catch basins located at the existing curb return and the removal and/or the relocation of utilities as may be required. Construct a new separate sidewalk complete with curb and gutter and boulevard similar to the section along the subject property and a smooth transition to the existing monolithic sidewalk to the West. The cost of this work is estimated at **\$15,300.00** inclusive of a bonding escalation.

c) Hwy 33 at the Gerstmar intersection

This intersection is under the jurisdiction of MOTI. Additional Development Engineering comments may be provided after receiving directions from the MOTI.

8. Engineering.

Design, construction, supervision and inspection of all off-site civil works and site servicing must be performed by a consulting civil Engineer and all such work is subject to the approval of the city engineer and MOT for the work on Hwy 33

9. DCC Credits.

None of the required improvements qualify for DCC credit consideration, as these upgradings are not identified in the current DCC schedules.

10. Bonding and Levies Summary.

a) Performance Bonding

Gerstmar extension	\$ 188,415.00
Kneller Road closure	\$ 15,100.00
Total Bonding	<u>\$ 203,515.00</u>

Steve Muenz, P.Eng.
Development Engineering Manager

B²

OMAHS 78 UNIT MULTI-FAMILY RESIDENTIAL BUILDING ON GERSTMAR AND HIGHWAY 33



DEVELOPMENT PERMIT SUBMITTAL
NOT FOR CONSTRUCTION



Site Photos

DRAWING LISTS

ARCHITECTURAL	CIVIL	LANDSCAPE
<ul style="list-style-type: none"> A0.0 COVER PAGE, SITE PHOTOS, AND DRAWING LISTS A0.1 EXISTING CONDITIONS AND BUILDING CODE REVIEW PLANS A0.2 SITE PLAN A1.0 ROAD EXCHANGE PLAN A1.1 ZONING PLAN A2.0 LEVEL 0 PARKADE PLAN A2.1 LEVEL 1 FLOOR PLAN A2.2 LEVEL 2 FLOOR PLAN A2.3 LEVEL 3 FLOOR PLAN A2.4 ROOF PLAN A2.5 UNIT PLANS A3.0 BUILDING ELEVATIONS A3.1 BUILDING PERSPECTIVES AND COLOUR BOARD A4.0 BUILDING SECTIONS A4.1 BUILDING SECTIONS 	<ul style="list-style-type: none"> C3H7 - D1 SW.M. AND GRADING PLAN 	<ul style="list-style-type: none"> L-1 CONCEPT PLAN L-2 HYDROLOGIC PLAN



LANDSCAPE
L-1 CONCEPT PLAN
L-2 HYDROLOGIC PLAN



Keyplan

2. 2019/03/19 DEVELOPMENT PERMIT	
1. 2019/03/19 SUBMITTED FOR ZONING	Division
No. Date	Division
Revisions	

ARCHITECTURE 49

Steph 2001, 2002, 101, 102, 103, 104, 105
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Project: OMAHS 78 UNIT
MULTI-FAMILY
RESIDENTIAL BUILDING

Project No: 1102

Project Name: OMAHS 78 UNIT
MULTI-FAMILY
RESIDENTIAL BUILDING

Project Location: 1102

Project Date: 11/11/2018

Project Status: 11/11/2018

Project No: A0.0

Project Name: OMAHS 78 UNIT
MULTI-FAMILY
RESIDENTIAL BUILDING

NOT FOR CONSTRUCTION

ARCHITECTURE | 49

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A0.2
 2000 July 10, 19h

DEVELOPMENT PERMIT SUBMITTAL

NOT FOR CONSTRUCTION

2. 2014-05-13 DEVELOPMENT PERMIT
2014-05-13 SUBMITTED FOR ZONING
No. Date Description
Revisions

ARCHITECTURE 49

Site: 201, 1015 W. Broadway
Vancouver, BC V6J 4V1
Tel: 604.681.1000



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Project Title:
OMAH'S 78 UNIT
MULTI-FAMILY
RESIDENTIAL BUILDING

Project No.: 1102

Drawing Title:

OMAH'S
PARKADE PLAN

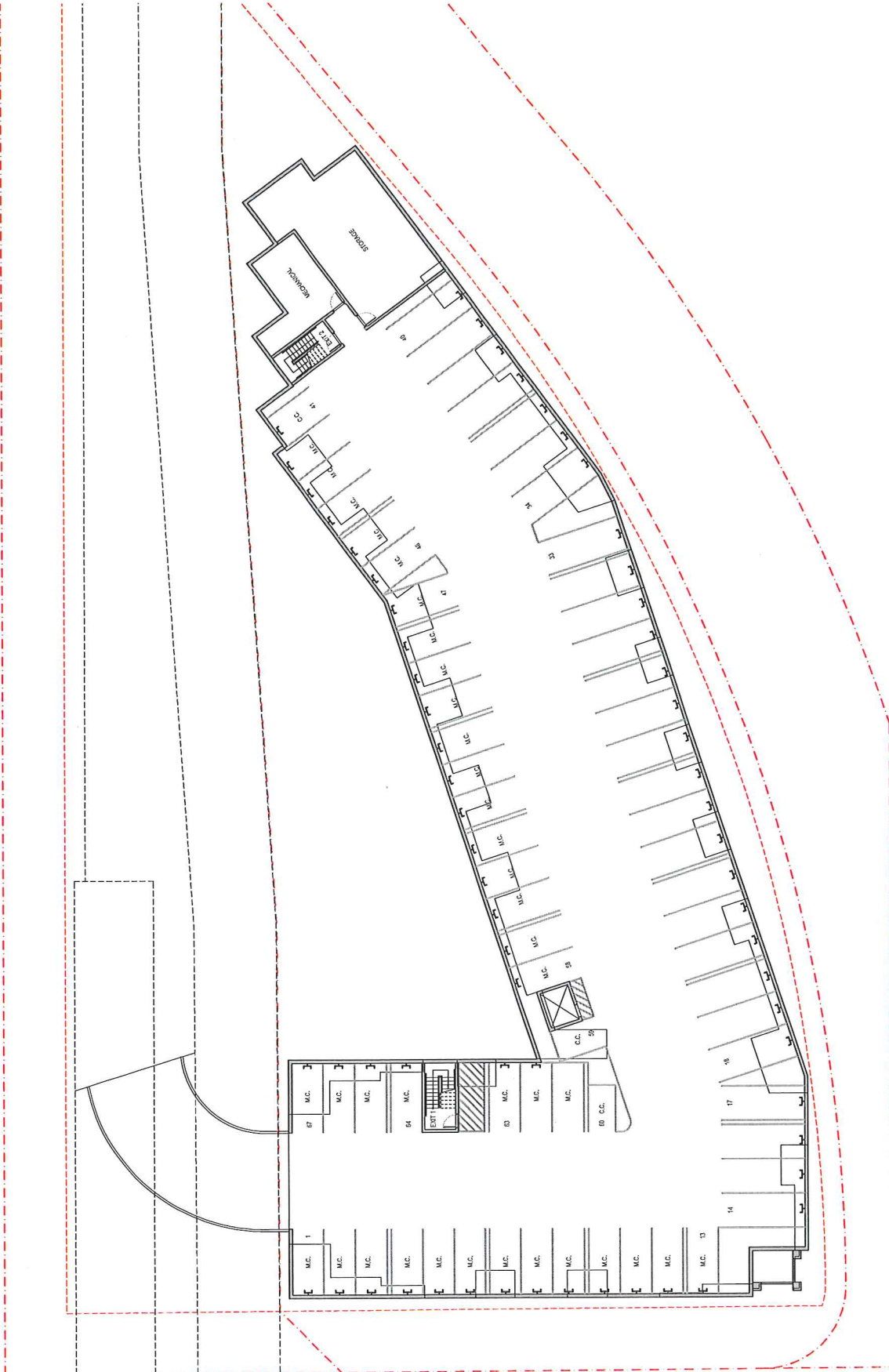
Scale: 1/8" = 1'-0"

Author: J.P.

Checker: K.P.

Version: A2.0

Date: 05/13/2014





project title

Project name
OMAHAS 78 UNIT
MULTI-FAMILY
RESIDENTIAL BUILDING

Project no.	1162
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LEVEL 1
FLOOR PLAN

File	Path
10-11-2011	10-11-2011

Report	10.
10.	10.

Year	6.5
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A21

j



RAMP
TO
ARKADE
BELOW

NOT FOR CONSTRUCTION

ARCHITECTURE | 49

project life

project site

project no.	1602
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drawing life
LEVEL 2

FLOOR PLAN

the subject	scale	AD DROPPIN
of axis		ΔF.

[illegible]

A2.2



DEVELOPMENT PERMIT SUBMITTAL

NOT FOR CONSTRUCTION

2. 2018-04-04 DEVELOPMENT PERMIT
1. 2018-04-04 SUBMITTED FOR PERMIT
No. Date Description

ARCHITECTURE 49

Sept 2017 - 2017-10-10 Community
Architectural Review #17
Permit Area 754.0279



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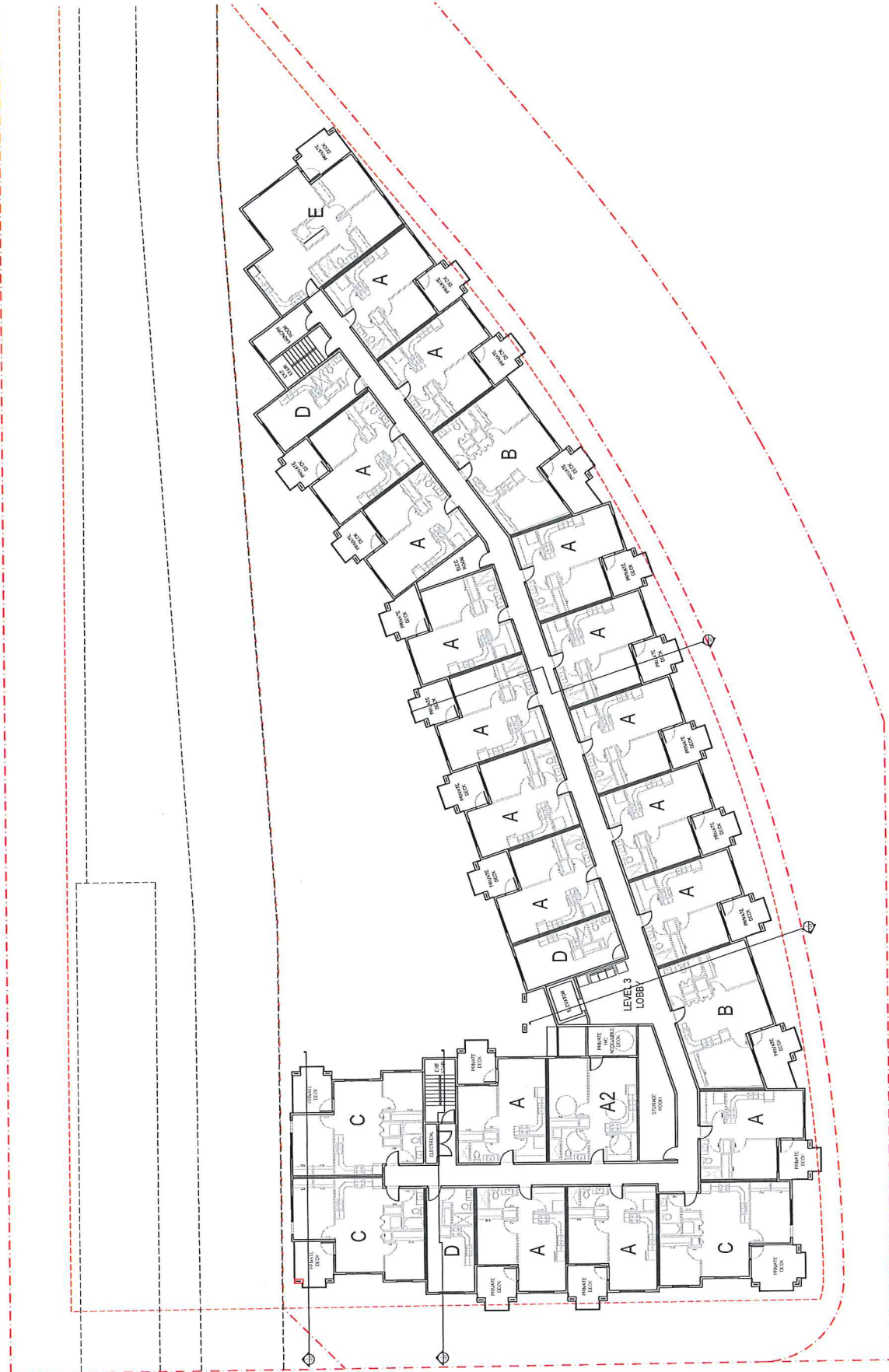
Project Title
OMAHA'S 78 UNIT
MULTI-FAMILY
RESIDENTIAL BUILDING

Project No.
11027

Drawing Title
LEVEL 3
FLOOR PLAN

Sheet No.
A2.3

Scale
1/8" = 1'-0"



DEVELOPMENT PERMIT SUBMITTAL

NOT FOR CONSTRUCTION

2. 2016-05-13 DEVELOPMENT PERMIT
 2. 2016-05-13 SUBMITTED FOR ZONING
 No. Date Division
 Revision

ARCHITECTURE 49

San Jose, CA 95128
 408.281.1111
 www.newtownservices.com



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 3800 CALIFORNIA BLVD
 SAN JOSE, CA 95132
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PROJECT NO.

OMAHA 78 UNIT
 MULTIFAMILY
 RESIDENTIAL BUILDING

PROJECT NO.

11002

DRAWING NO.

ROOF PLAN

DATE

11/11/16

BY

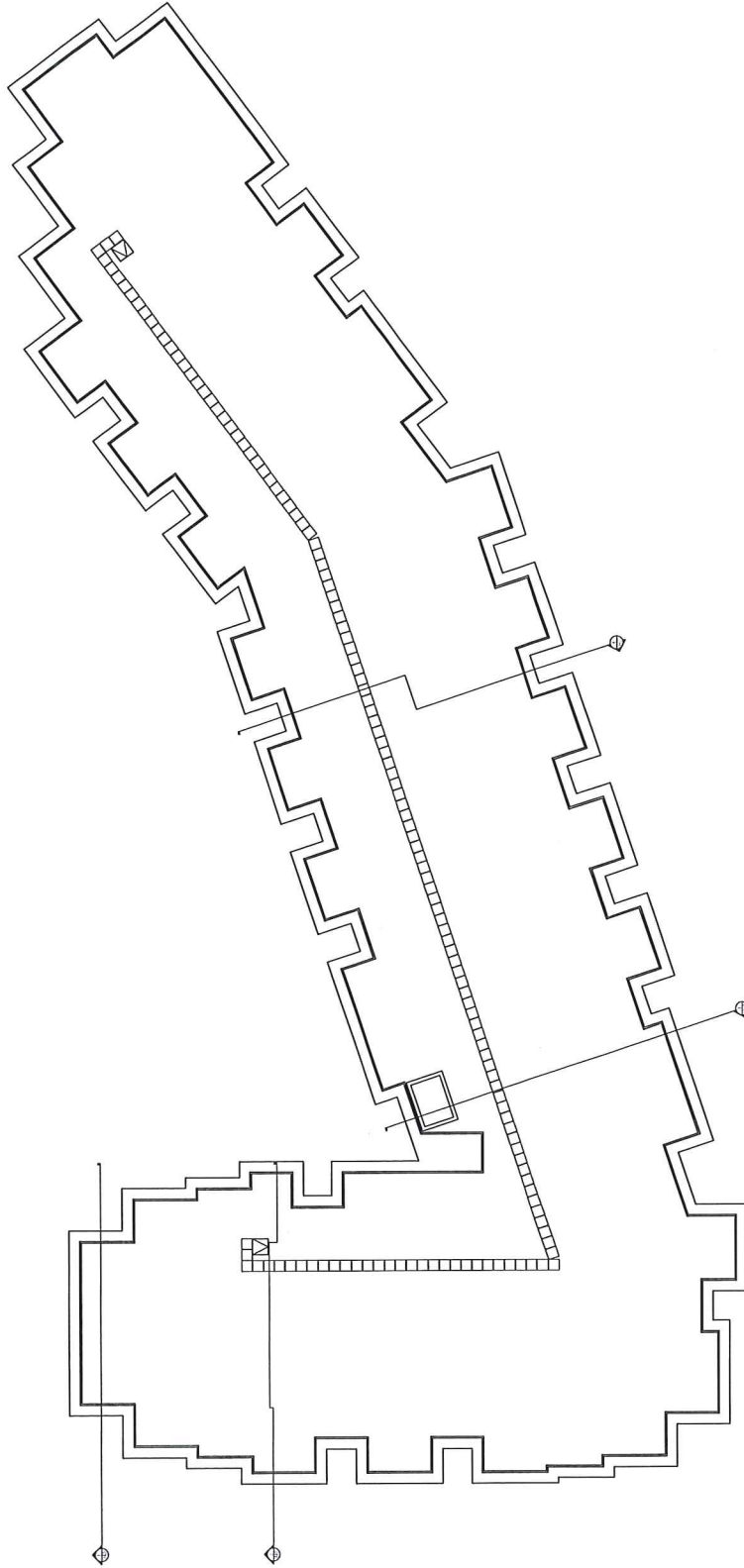
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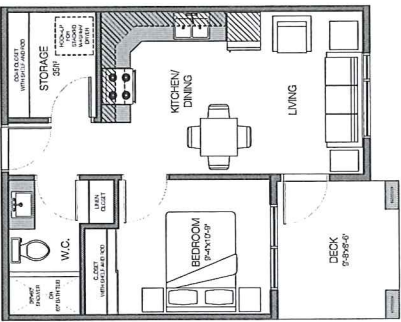
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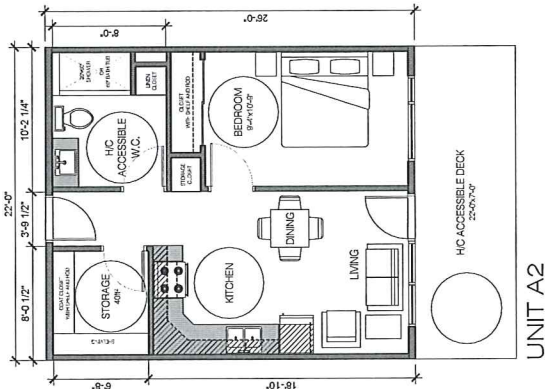
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11002

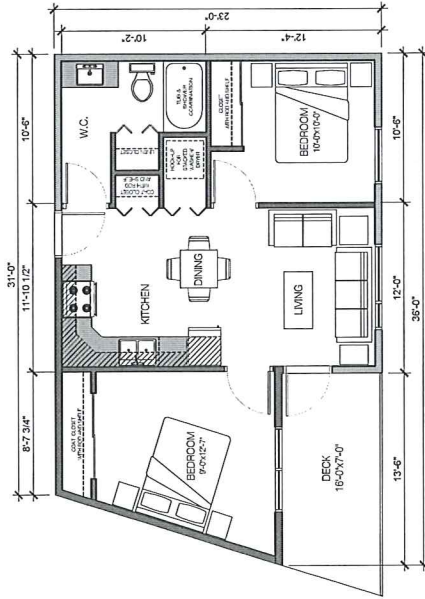




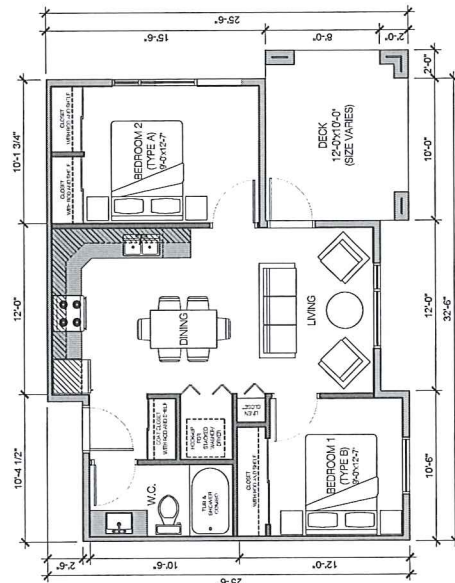
UNIT A
510ft² (48m²)



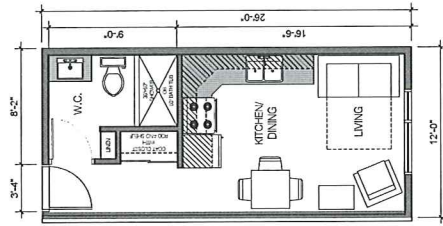
UNIT A2



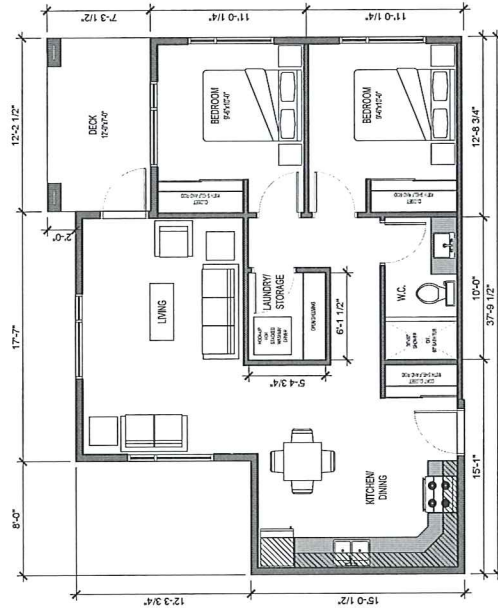
UNIT B
695ft² (65m²)



UNIT C
680ft² (63m²)



UNIT D
312ft² (29m²)



UNIT E
867ft² (81m²)

DEVELOPMENT PERMIT SUBMITTAL

NOT FOR CONSTRUCTION

2. 2024-04-15 DEVELOPMENT PERMIT
1. 2024-04-15 SUBMITTED FOR ZONING
No. Date
Division
Revision

ARCHITECTURE 49

Scale: 1/8" = 1'-0" Survey
Windows: 1/8" = 1'-0" Elevation
Site: 1/8" = 1'-0" Plan



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PROJECT NO.

OMAHA 78 UNIT
MULTI-FAMILY
RESIDENTIAL BUILDING

PROJECT NO.

DATE

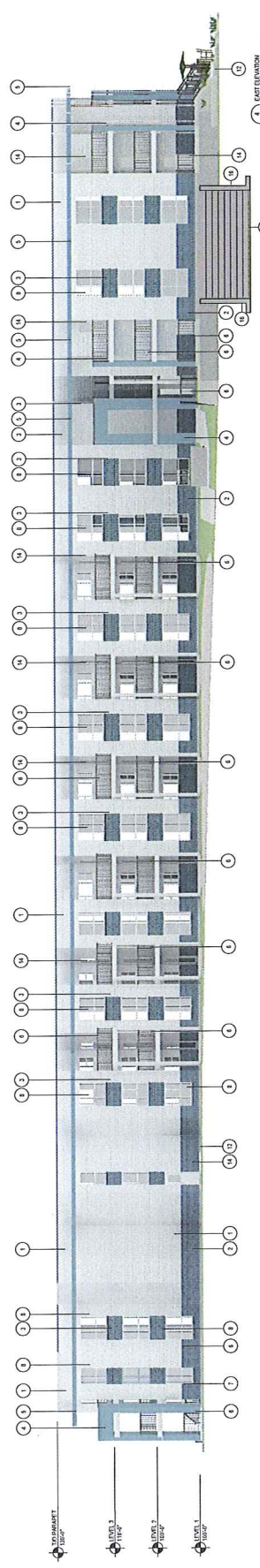
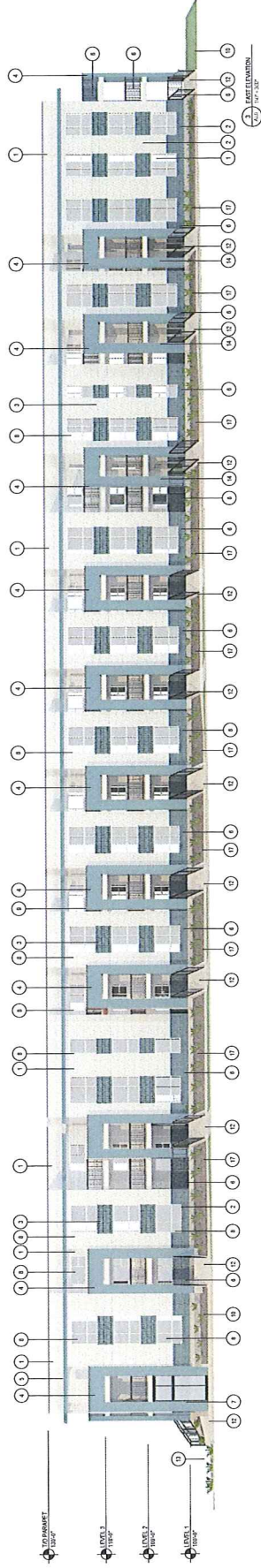
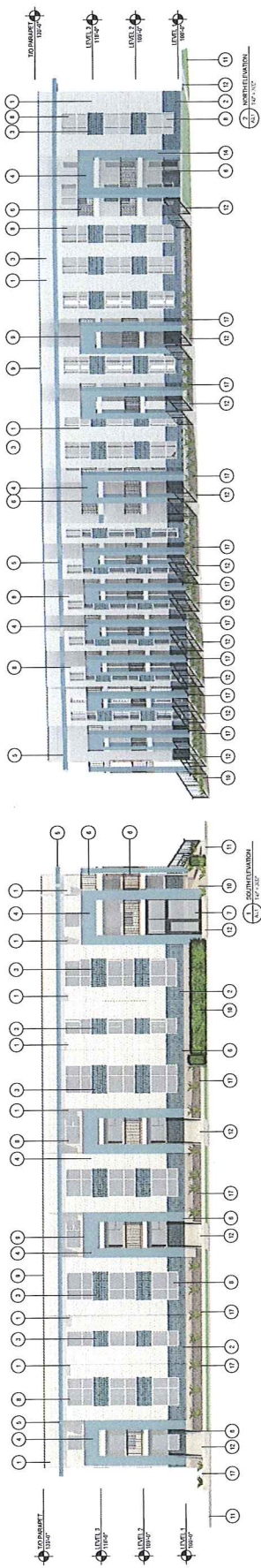
BY

DATE

BY

DATE

BY



FINISHES SCHEDULE	
1	W/VT LAPPED SIDING - HORIZONTAL
2	W/VT SHINGLES - SHINGLED EDGE SHINGLE
3	W/VT SHINGLES - SHINGLED EDGE SHINGLE
4	CHUNKY FIBER PANELS WITH ALUMINUM TRICKLES
5	PREFINISHED METAL ROOFING CLADDING
6	PREFINISHED METAL GUARDRAILS
7	ALUMINUM FRAMED WINDOWS
8	W/VT FRAMED WINDOWS
9	PREFINISHED METAL CHIMNEY
10	CONCRETE FLOWERS PATIOS
11	GRADE - REFER TO LANDSCAPE PLAN
12	EXTERIOR CONCRETE STAIRS
13	EXTERIOR BRIDGE LOCATION
14	PREFINISHED METAL AND GLASS DOOR
15	PREFINISHED METAL OVERHEAD DOOR
16	CONCRETE RETAINING WALL
17	RETAINING WALLS FINISHED LANDSCAPE BEDS



project title
OMAH'S 78 UNIT
MULTI-FAMILY
RESIDENTIAL BUILDING

Project No. 1102

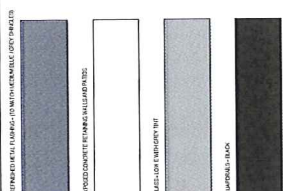
drawing title
BUILDING PERSPECTIVES
AND COLOURBOARD

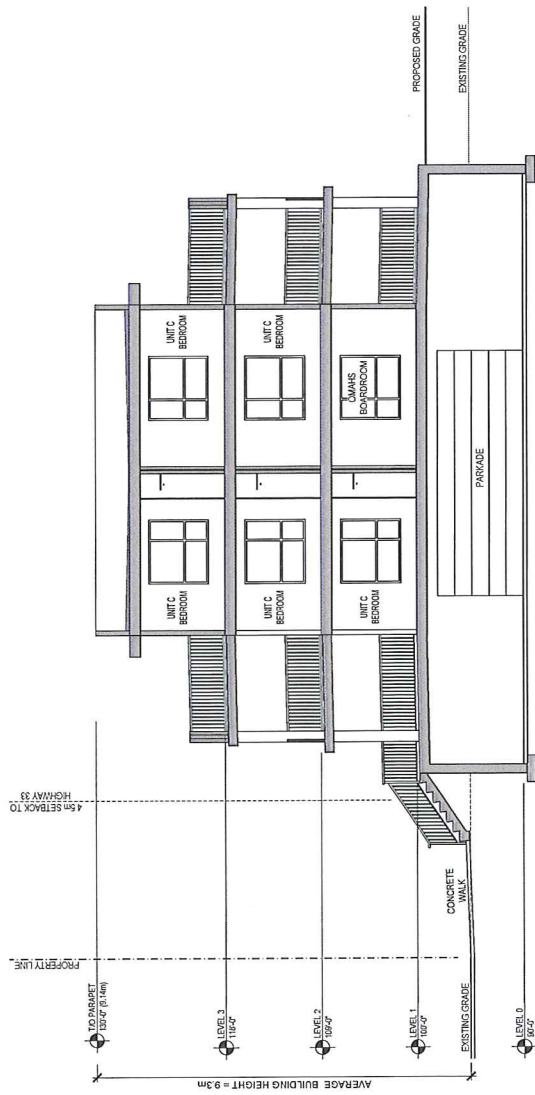
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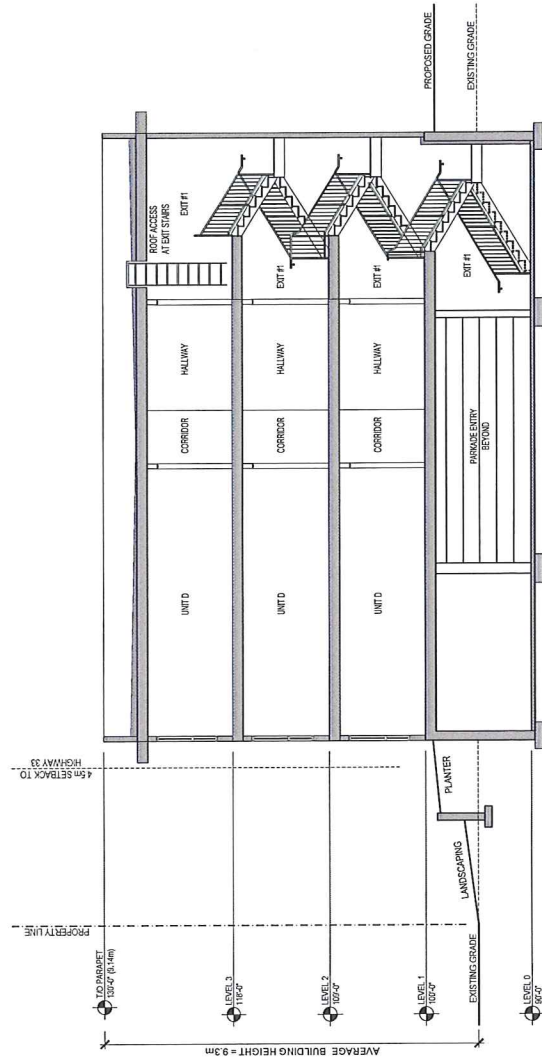
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1 BUILDING SECTION
SCALE 3/16" = 1'-0"



2 BUILDING SECTION
SCALE 3/16" = 1'-0"

DEVELOPMENT PERMIT SUBMITTAL
NOT FOR CONSTRUCTION

2. 2015/06/19	DEVELOPMENT PERMIT
1. 2015/06/18	LIMITED FOR ZONING
No. Date	Division
Revision	

ARCHITECTURE 49

250-880-8155
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Project No.	1100
Project Name	OMAH'S 78 UNIT MULTI-FAMILY RESIDENTIAL BUILDING
Project No.	1100
Project Name	OMAH'S 78 UNIT MULTI-FAMILY RESIDENTIAL BUILDING

Project No.	1100
Project Name	OMAH'S 78 UNIT MULTI-FAMILY RESIDENTIAL BUILDING
Project No.	1100
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Project Name	OMAH'S 78 UNIT MULTI-FAMILY RESIDENTIAL BUILDING

DEVELOPMENT PERMIT SUBMITTAL

NOT FOR CONSTRUCTION

2. 2016/09/19 DEVELOPMENT PERMIT
1. 2016/09/19 LIMITED OFFERING
No. Date Division
Revision

ARCHITECTURE 49

200-225, 1001 W. Broadway
Vancouver, BC V6J 1C2
V6 1V2 2G2



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www.newtownservices.ca

Project Site

OMAH'S 78 UNIT
MULTI-FAMILY
RESIDENTIAL BUILDING

Project No. 1102

Building No.

BUILDING SECTIONS

Page 1 of 1

Scale 1/8" = 1'-0"

Sheet No. A4.1

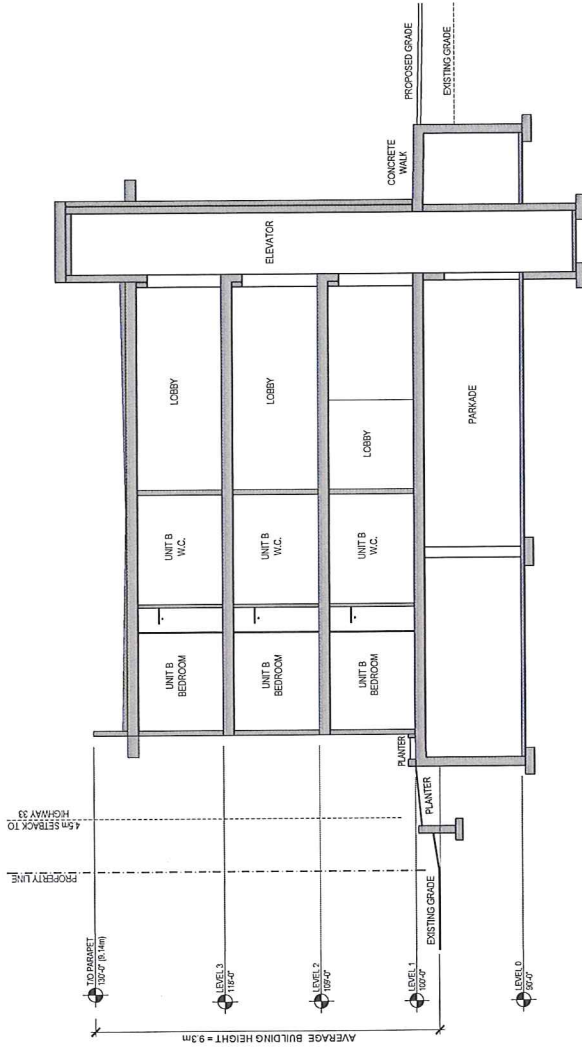
Date 09/19/16

Drawn By J.T.

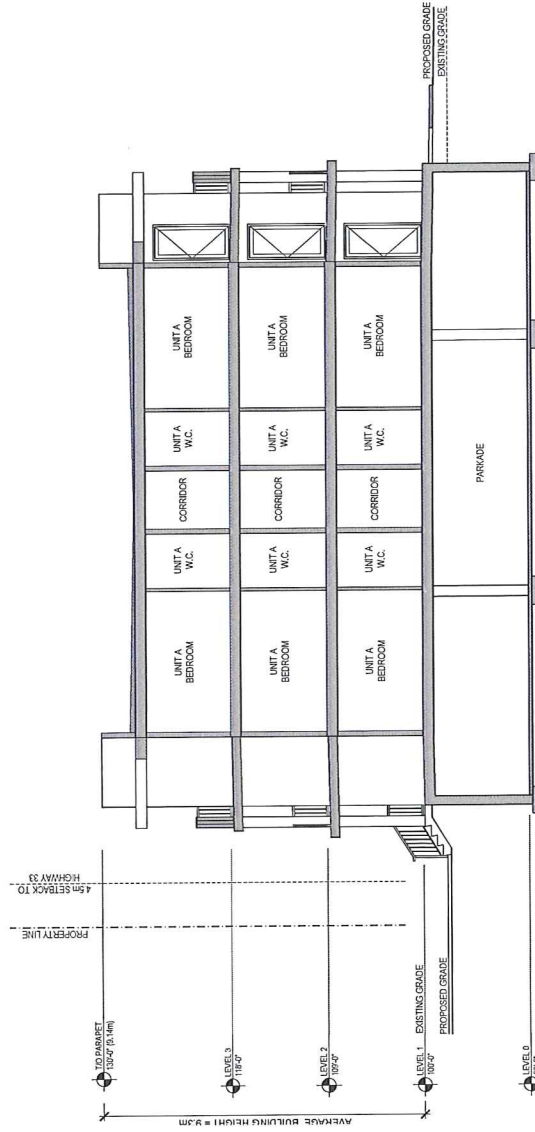
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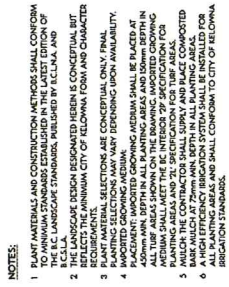
Approved By J.T.

3 BUILDING SECTION
SCALE 3/16" = 1'-0"



4 BUILDING SECTION
SCALE 3/16" = 1'-0"



[illegible]

The diagram illustrates a landscape design plan with various elements and their corresponding symbols in a legend. The legend is located on the left side of the page and includes the following items:

- REINFORCEMENT RATIO**: A small square with a diagonal line.
- CAST IN PLAZA CONCRETE**: A square with a grid pattern.
- RECOGNITIVE CONCRETE PAVING**: A square with a grid pattern.
- REFERENCE WALLS**: A square with a grid pattern.
- CONCRETE UNIT Joints**: A square with a grid pattern.
- CASHT IN PLAZA CONCRETE**: A square with a grid pattern.
- CONNECTED AGGREGATE PAVING**: A square with a grid pattern.
- CONCRETE STRIPS AND HANDRAIL**: A square with a grid pattern.
- COBBLE MAINTENANCE EDGE**: A square with a grid pattern.

The diagram itself shows a plan view of a landscape with various elements labeled with letters A through I. The elements include:

- ENTRANCE**: A small square with a diagonal line.
- SHRUB, GRASSES AND PERENNIAL PLANTING AREA**: A small square with a diagonal line.
- LANDSCAPE BOLLARDS**: A small square with a diagonal line.
- PROCESSED DECIDUOUS TREES**: A small square with a diagonal line.
- PROCESSED CONIFEROUS TREES**: A small square with a diagonal line.
- EXTENSIVE TREE TO BE MAINTAINED**: A small square with a diagonal line.
- BUILDING ENTRANCE**: A small square with a diagonal line.
- PASADENA ENTRANCE**: A small square with a diagonal line.



CONFIDENTIAL

NEW TOWN SERVICES
KELOWNA, B.C.

CLIENT: OKANAGAN METIS &
ABORIGINAL HOUSING
SOCIETY
KELOWNA, B.C.

PROJECT:
**OMAHAS MULTI-FAMILY
RESIDENTIAL BUILDING**

KELOWNA, B.C.

HYDROZONE PLAN

SCALE	1:2000
PROJECT NO.	18-027
CHECKED BY	JRS
DRAWN BY	GD
DESIGN BY	SD

L-2

13

MODERATE WATER USE

NO WATER USE

CITY OF KELOWNA
BYLAW NO. 11199
Z15-0041 - Kneller Holdings Ltd., Inc. No. 407551
1170 Hwy 33 W

A bylaw to amend the "City of Kelowna Zoning Bylaw No. 8000".

The Municipal Council of the City of Kelowna, in open meeting assembled, enacts as follows:

1. THAT City of Kelowna Zoning Bylaw No. 8000 be amended by changing the zoning classification of portions of Parcel B (Plan B1566) of Lot 4, Section 26 & 27, Township 26, ODYD, Plan 426 Except Plans 8449, 21711, 24898, KAP58053 and KAP58054 located on Hwy 33 W, Kelowna, B.C., from the RU1 - Large Lot Housing zone to the RM3 - Low Density Multiple Housing zone.
2. This bylaw shall come into full force and effect and is binding on all persons as and from the date of adoption.

Read a first time by the Municipal Council this

Considered at a Public Hearing on the

Read a second and third time by the Municipal Council this

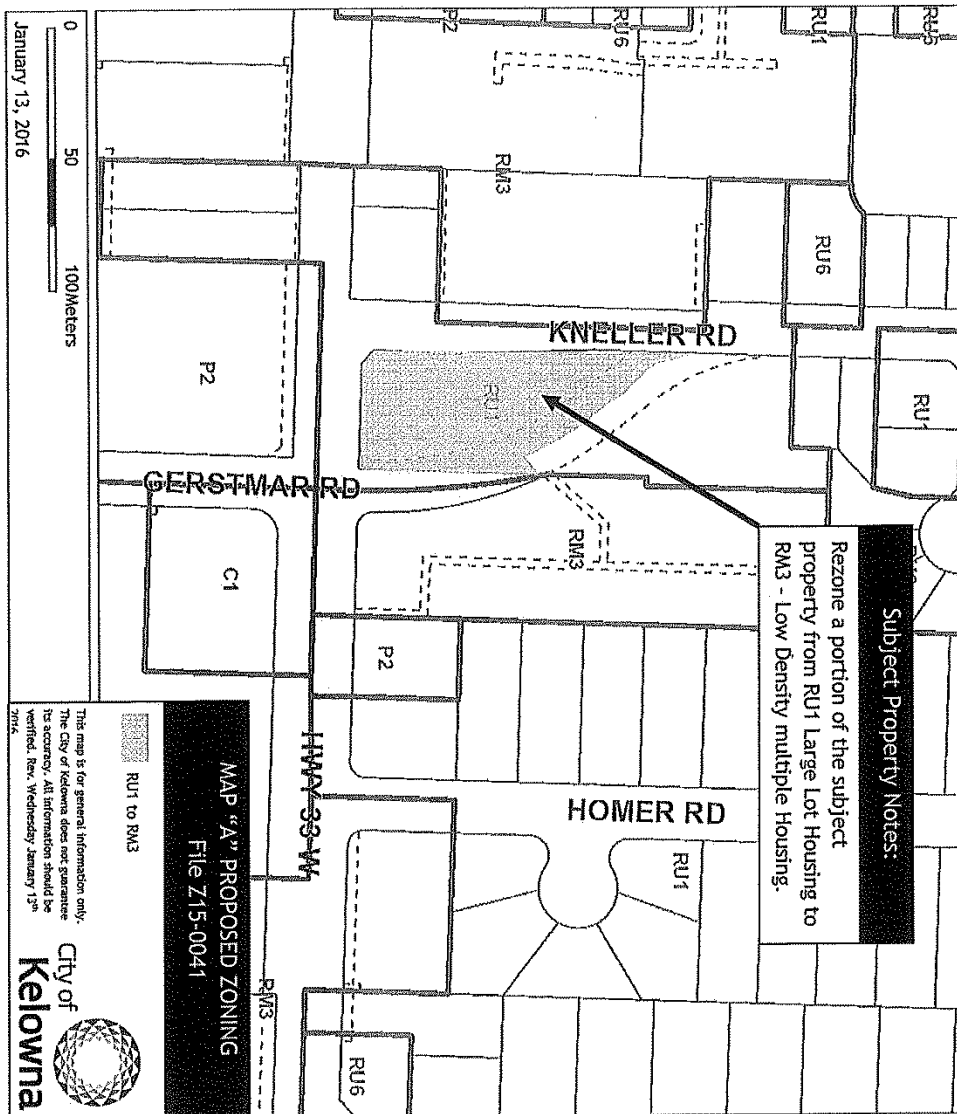
Approved under the Transportation Act

(Approving Officer-Ministry of Transportation)

Adopted by the Municipal Council of the City of Kelowna this

Mayor

City Clerk



REPORT TO COUNCIL



Date: February 1, 2016
RIM No. 0940-01
To: City Manager
From: Community Planning Department (RR)
Application: DP15-0309 **Owner:** Accent Inns Inc.
Address: 1627 Abbott Street **Applicant:** Accent Inns Inc.
Subject: Form and Character Development Permit
OCP Designation: MXR - Mixed Use (Residential / Commercial)
Zone: C7 - Central Business Commercial

1.0 Recommendation

THAT Council authorizes the issuance of Development Permit No. DP15-0309 for Lot 9, Block 10, DL 139, ODYD, Plan 462; Lot 4, Block 11, DL 139, ODYD Plan 462; Lot 2, Block 11, DL 139, ODYD, Plan 462; Lot 1, Block 11, DL 139, ODYD, Plan 462; and Lot 3, Block 11, DL 139, ODYD Plan 462 located at 1627 Abbott Street, Kelowna, BC subject to the following:

1. The dimensions and siting of the building to be constructed on the land be in accordance with Schedule "A,"
2. The exterior design and finish of the building to be constructed on the land, be in accordance with Schedule "B";

AND THAT Council's consideration of this Development Permit be considered subsequent to the outstanding conditions of approval as set out in Schedule "A" attached to the Report from the Community Planning Department dated February 15, 2016;

AND THAT the applicant be required to complete the above noted conditions of Council's approval of the Development Permit Application in order for the permits to be issued;

AND FURTHER THAT this Development Permit is valid for two (2) years from the date of Council approval, with no opportunity to extend.

2.0 Purpose

To consider the form and character of proposed renovations to an existing hotel on Abbott Street.

3.0 Community Planning

The subject property is located within a Revitalization Area requiring a Development Permit. Staff recommend that the permit be issued. The proposed amendments will create a distinctive structure that will act as an inviting and visually interesting anchor to City Park and downtown along Abbott Street. The current structure is highly visible from the park, but dated and in need of updating. The bold and playful urban colour scheme of the ZED hotel will be unique to Kelowna's evolving downtown.

4.0 Proposal

4.1 Background

The property is currently being used by Accent Inns as a hotel. The building is an older structure with a Spanish Colonial design. The applicant intends to continue the use of the property as a hotel, but undertake a dramatic facelift prior to reopening as a ZED Hotel.



4.2 Project Description

The proposed renovations will include changes to building colour, addition of cedar cladding and the installation of new walkway canopies. The tower canopy structure on the south portion of the property will be removed and replaced with a new roof deck and trellis to act as a guest amenity area. The existing lobby will be removed and new entrances placed at the north and south ends of the Abbott frontage.

Portions of stucco along Abbott Street will be removed and replaced with galvanized metal cladding. This form of cladding is permitted by the Development Permit Guidelines.

The applicants will also reconfigure site parking to meet new bylaw requirements in terms of access. No variances will be required. The applicant owns the adjacent vacant property along Leon Avenue, which will be used as supplemental parking.

Additional windows will be installed along the Abbott frontage to improve visibility and aesthetics.

The applicant indicates that the intent is to create a modern, 'funky' atmosphere as part of the rebranding.

There will also be significant internal renovations to the rooms and guest areas, to update the feel of the hotel and appeal to a new market.

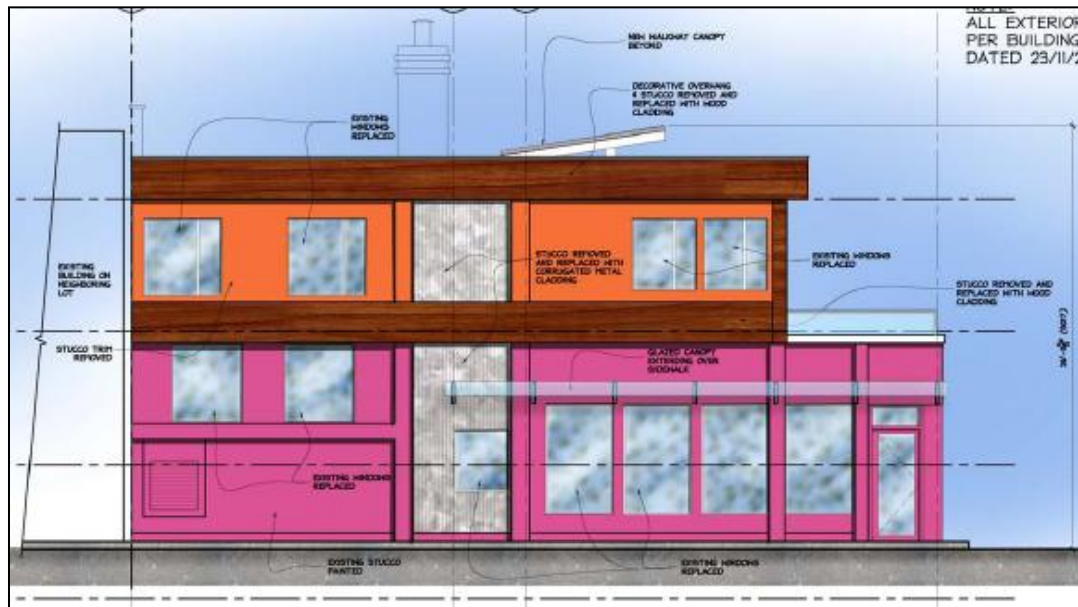


Figure 1 Abbot Frontage, North Building

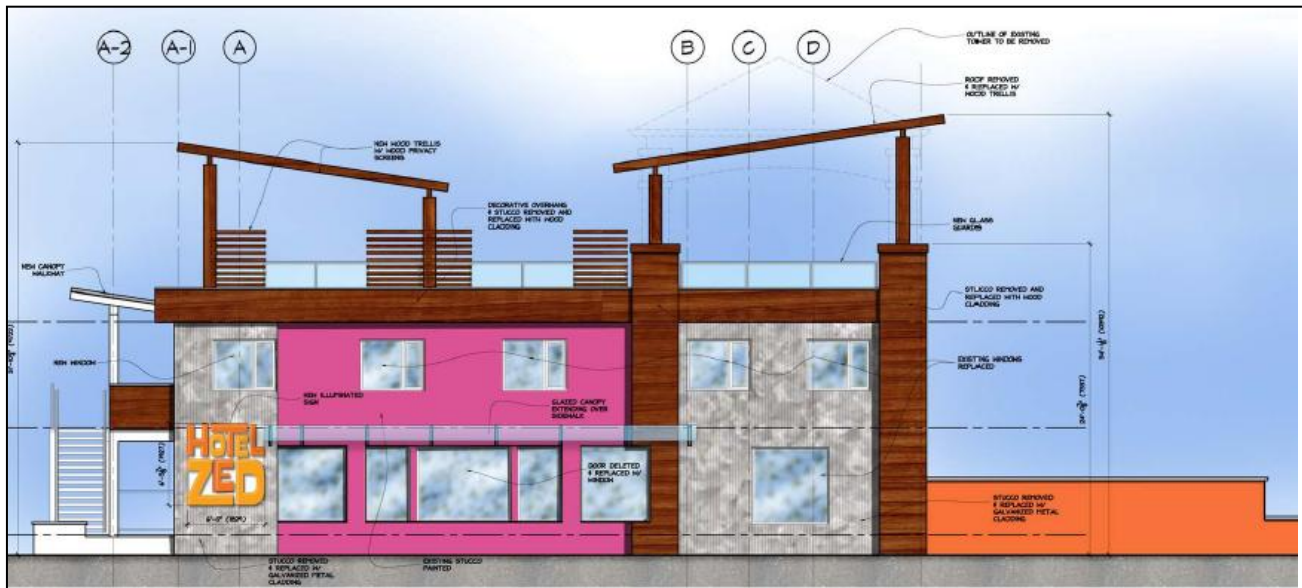


Figure 2 Abbot Frontage, South Building

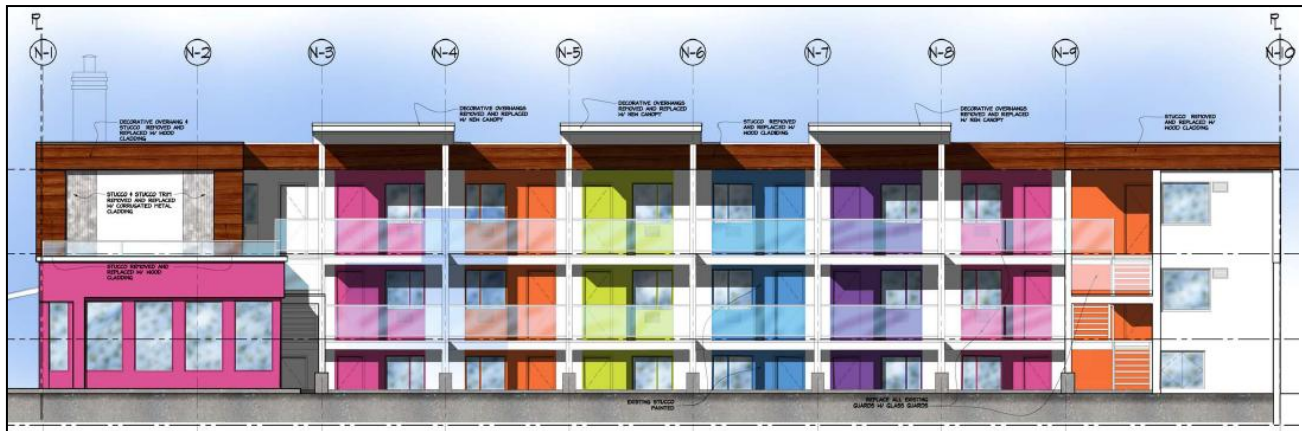


Figure 3 Leon Frontage

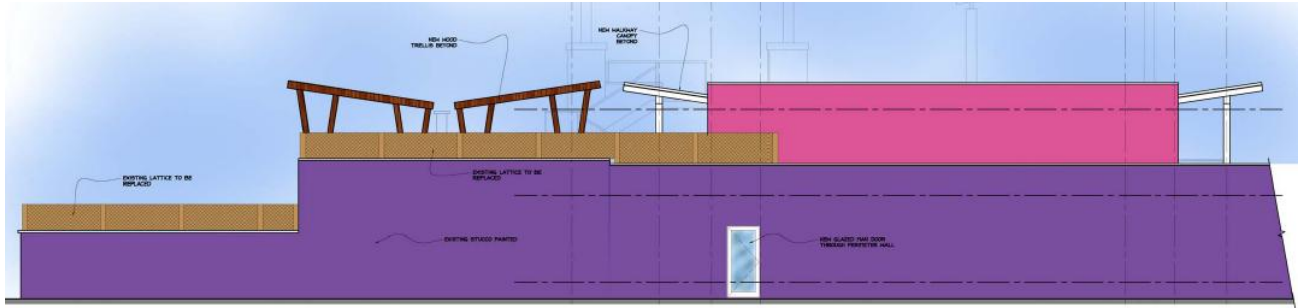
The design and colour scheme are dramatically different from those of neighbouring buildings, and unique to downtown Kelowna. However, the distinct appearance will act as a visual point of interest along Abbot Street and contribute to the overall character along Leon Avenue. The upgrades are consistent with the OCP Revitalization Area Development Permit Guidelines.



Figure 4 Hotel Zed Frontage in Victoria, BC

East Frontage

At this time, the applicants have applied to paint the east frontage of the site, facing the alley, a single shade of purple. The applicants recognize that this is only a temporary, and intend to replace this over the coming year with a mural or pattern to animate the laneway.



The review and approval of the mural or any subsequent patterns would not be subject to the Development Permit process.

At this time, the applicant does not plan to install lights along the east frontage. However, as the rooftop will be used for amenity space, overall surveillance of the alley is expected to increase, enhancing site security.

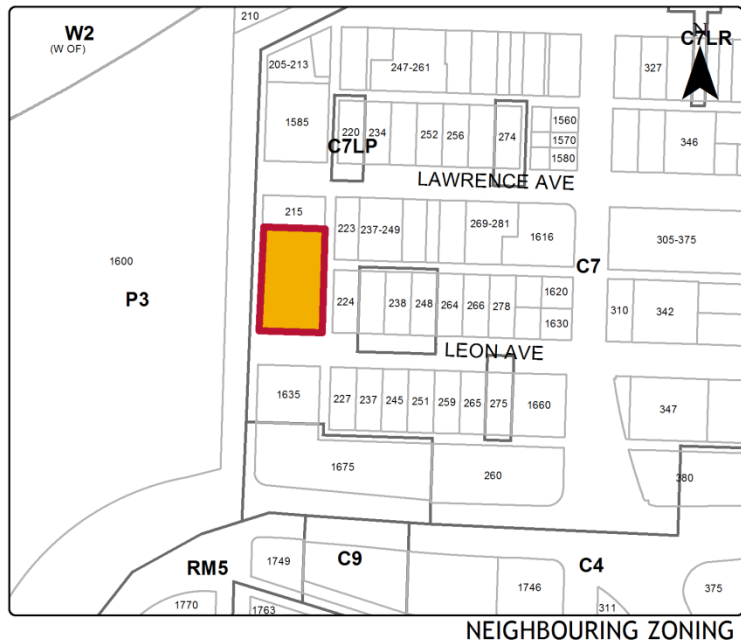
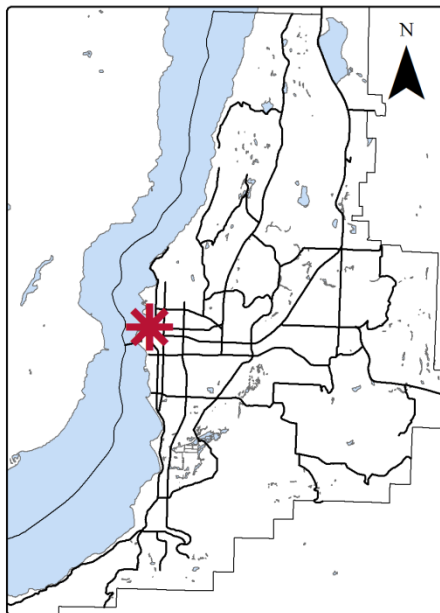
4.3 Site Context

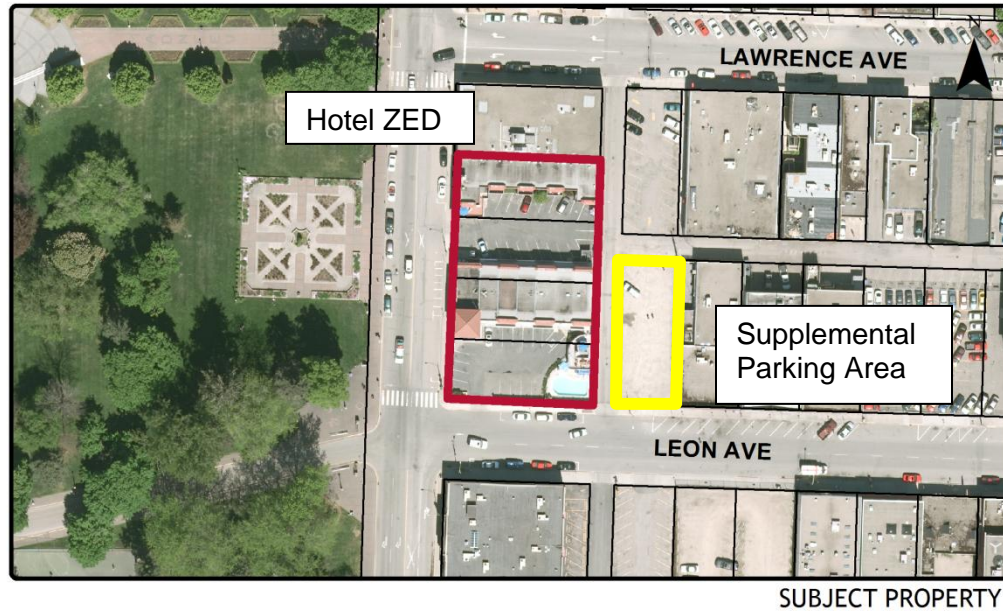
The property is directly across Abbott Street from City Park.

Adjacent land uses are as follows:

Orientation	Zoning	Land Use
North	C7 - Central Business Commercial	Office
East	C7 - Central Business Commercial	Personal Services
South	C7 - Central Business Commercial	Office
West	P3	City Park

Subject Property Map:





5.0 Current Development Policies

5.1 Kelowna Official Community Plan (OCP)

Revitalization Development Permit Guideline Objectives

- Use appropriate architectural features and detailing of buildings and landscapes to define area character;
- Convey a strong sense of authenticity through high quality urban design that is distinctive of Kelowna;
- Enhance the urban centre's main street character in a manner consistent with the area's character;
- Provide for a scale and massing of buildings that promotes an enjoyable living, pedestrian, working, shopping and service experience;
- Encourage an appropriate mix of uses and housing types and sizes;
- Design and facilitate beautiful public open spaces that encourage year round enjoyment;
- Create open, architecturally-pleasing and accessible building facades to the street; and
- Improve existing streets and sidewalks to promote alternative transportation.

6.0 Technical Comments

6.1 Building & Permitting Department

- 1 Development Cost Charges (DCC's) are required to be paid prior to issuance of any Building Permit(s)
- 2 A Building Code analysis is required for the structure at time of building permit applications, but the following items may affect the form and character of the building(s):
 - 2.1 Any security system that limits access to exiting needs to be addressed in the code analysis by the architect.
 - 2.2 Exiting and guardrails for the new construction on the roof

- 3 Structural Engineer will be required at time of permit application.
- 4 An exit analysis is required as part of the code analysis at time of building permit application. The exit analysis is to address travel distances from the units, number of required exits per area, door swing direction, handrails on each side of exit stairs, width of exits etc
- 5 Full Plan check for Building Code related issues will be done at time of Building Permit applications.

6.2 Development Engineering Department

See attached Memorandum dated January 15, 2016.

6.3 Fire Department

- 1 Construction/Renovation fire safety plan is required to be submitted and reviewed prior to construction and updated as required. Template available online at Kelowna.ca
- 2 A visible address must be posted on Abbott Street as per City of Kelowna By-Laws.
- 3 Ensure minimum exiting distance is met as per the BCBC.
- 4 All requirements of the City of Kelowna Fire and Life Safety Bylaw 10760 shall be met.
- 5 Dumpster/refuse container must be 3 meters from structures and overhangs
- 6 Contact KFD Fire Prevention for fire extinguisher placement

7.0 Application Chronology

Date of Application Received: December 16, 2015

Report prepared by:

Ryan Roycroft, Planner

Reviewed by:



Terry Barton, Urban Planning Manager

Approved for Inclusion:



Ryan Smith, Community Planning Department Manager

Attachments:

Conceptual Elevations
Engineering Memorandum

HOTEL ZED - KELOWNA

KELOWNA, B.C.

ISSUED FOR DEVELOPMENT PERMIT

DECEMBER 11, 2015

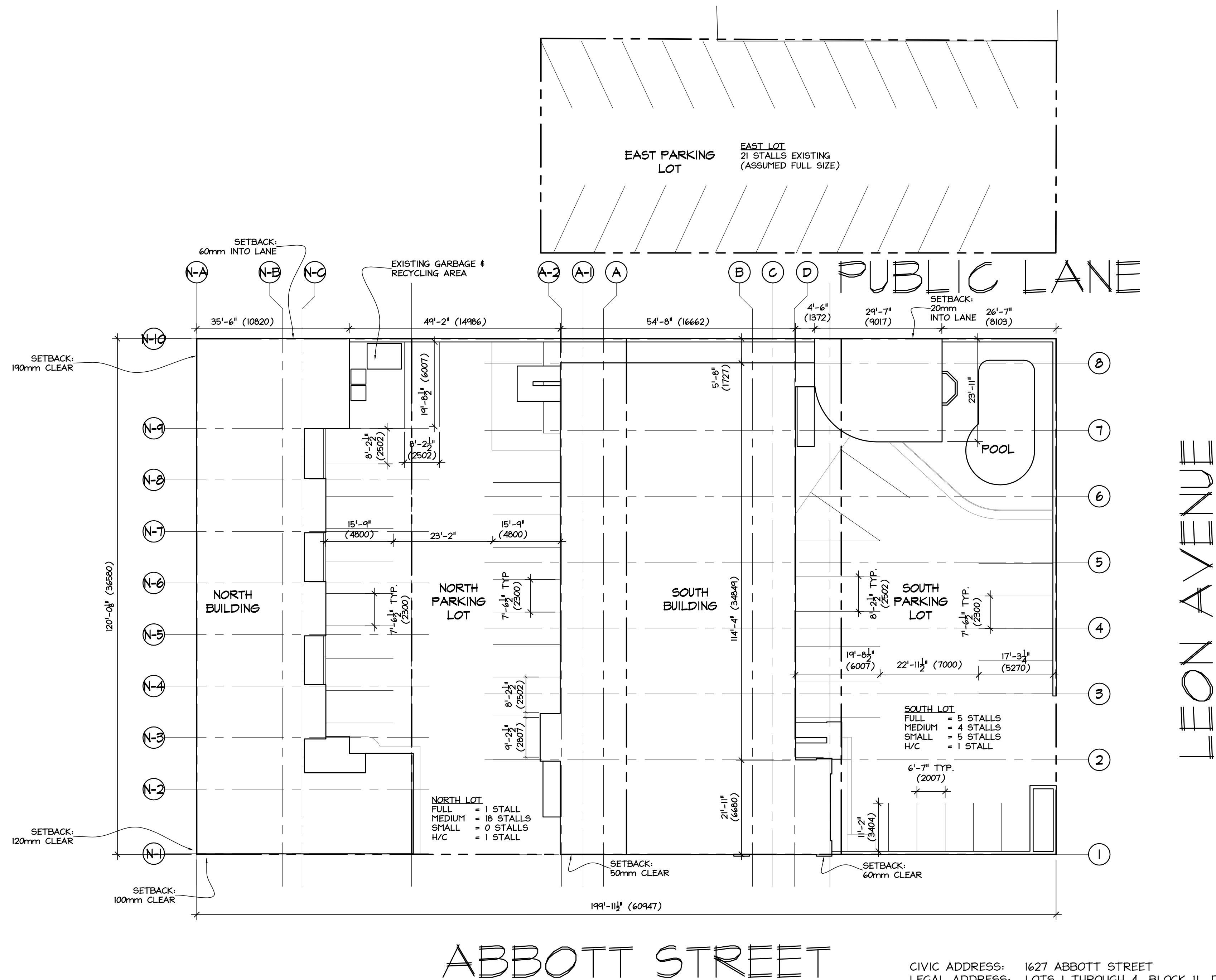
ARCHITECT

VDA ARCHITECTURE LTD.

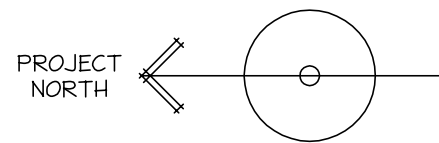
3388A Tennyson Avenue
Victoria, B.C. V8Z 3P6
Ph: 250-477-4255
mail@vda.ca

ISSUED FOR DEVELOPMENT PERMIT

A1.01	SITE PLAN
A1.02	EXISTING FIRST FLOOR PLANS
A1.03	EXISTING SECOND FLOOR PLANS
A1.04	EXISTING ROOF PLANS
A1.06	PROPOSED FIRST FLOOR PLANS
A1.07	PROPOSED SECOND FLOOR PLANS
A1.08	PROPOSED ROOF PLANS
A3.01	EXISTING ELEVATIONS
A3.02	EXISTING ELEVATIONS
A3.03	EXISTING ELEVATIONS
A3.04	PROPOSED ELEVATIONS
A3.05	PROPOSED ELEVATIONS
A3.06	PROPOSED ELEVATION & BUILDING ESECTION
A3.07	PROPOSED ELEVATION
A3.08	PROPOSED ELEVATION
A10.01	PHOTOS OF EXISTING



CIVIC ADDRESS: 1627 ABBOTT STREET
LEGAL ADDRESS: LOTS 1 THROUGH 4, BLOCK 11, DISTRICT LOT 139, ODYD PLAN 462 & LOT 9, BLOCK 10, DISTRICT LOT 139, ODYD PLAN 462
PID 002-044-480, 002-044-501, 012-357-138, 002-044-536
CURRENT ZONING: C7



No.	DD/MM/YY	Description
REVISIONS		

1	11/12/15	I.F. DEVELOPMENT PERMIT
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Project
HOTEL ZED - KELOWNA RENOVATION

Drawing
SITE PLAN

Scale: 1/16" = 1'-0" Job No. 2015-22

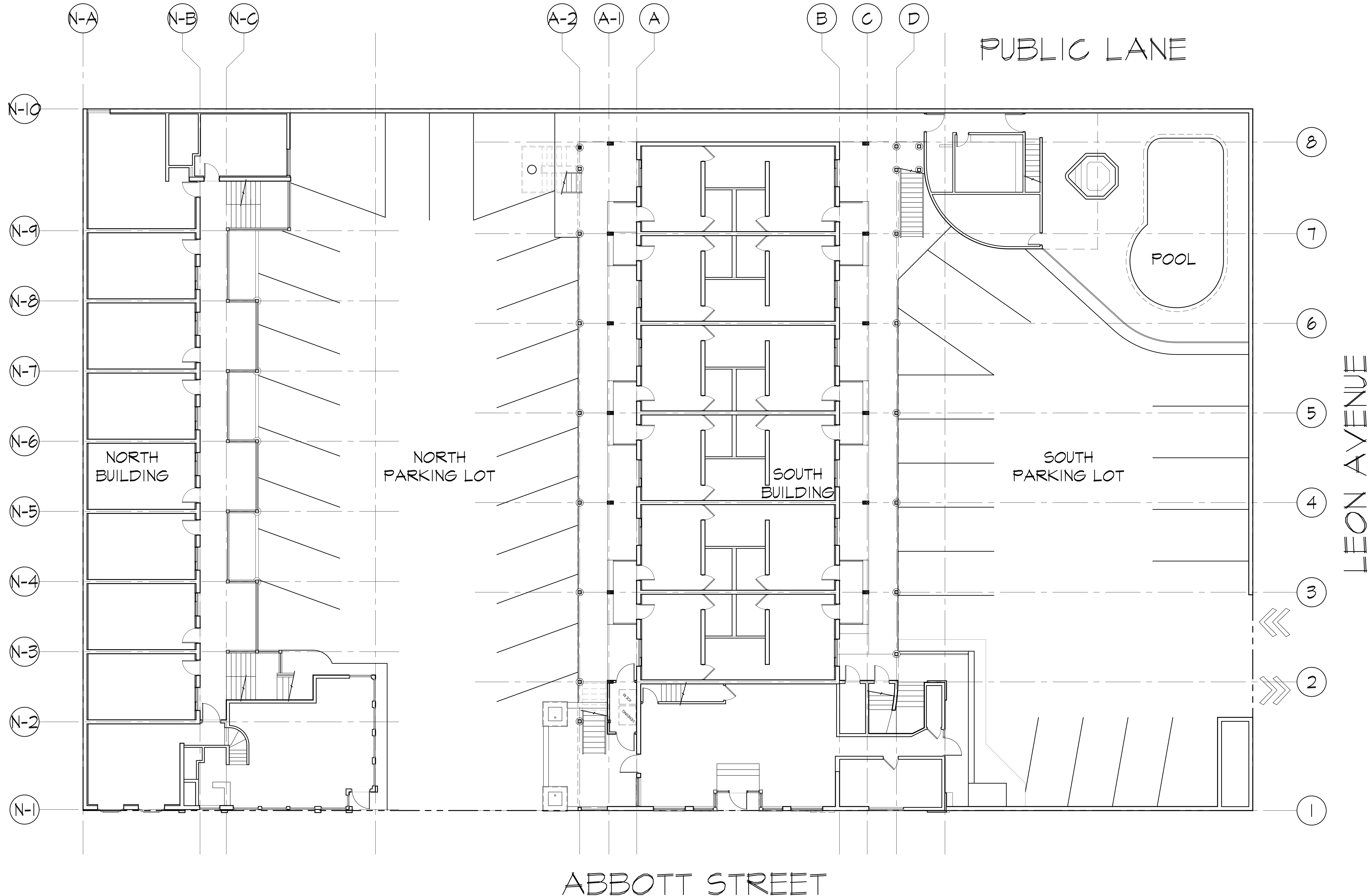
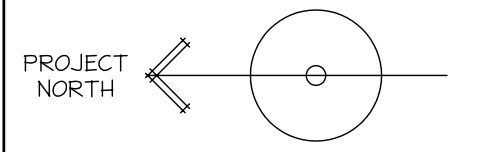
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NOTE:
EXISTING CONDITIONS
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EAST PARKING
LOT

PUBLIC LANE



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Project
**HOTEL ZED - KELOWNA
RENOVATION**

Drawing
**EXISTING FIRST
FLOOR PLANS**

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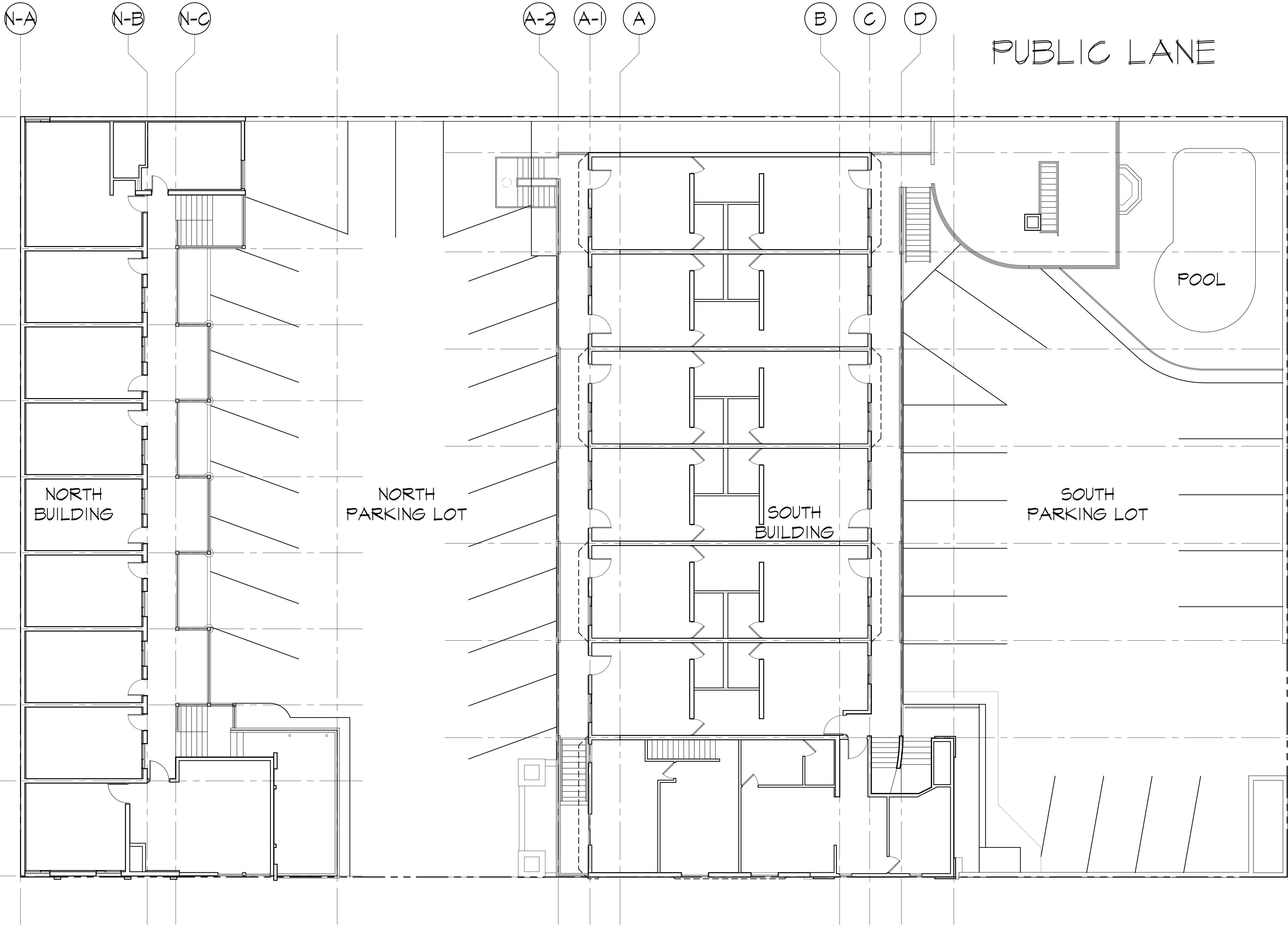
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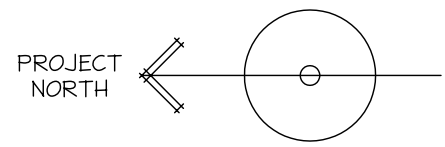
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LOT



PUBLIC LANE

LEON AVENUE

ABBOTT STREET



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Project
**HOTEL ZED - KELOWNA
RENOVATION**

Drawing
**EXISTING SECOND
FLOOR PLANS**

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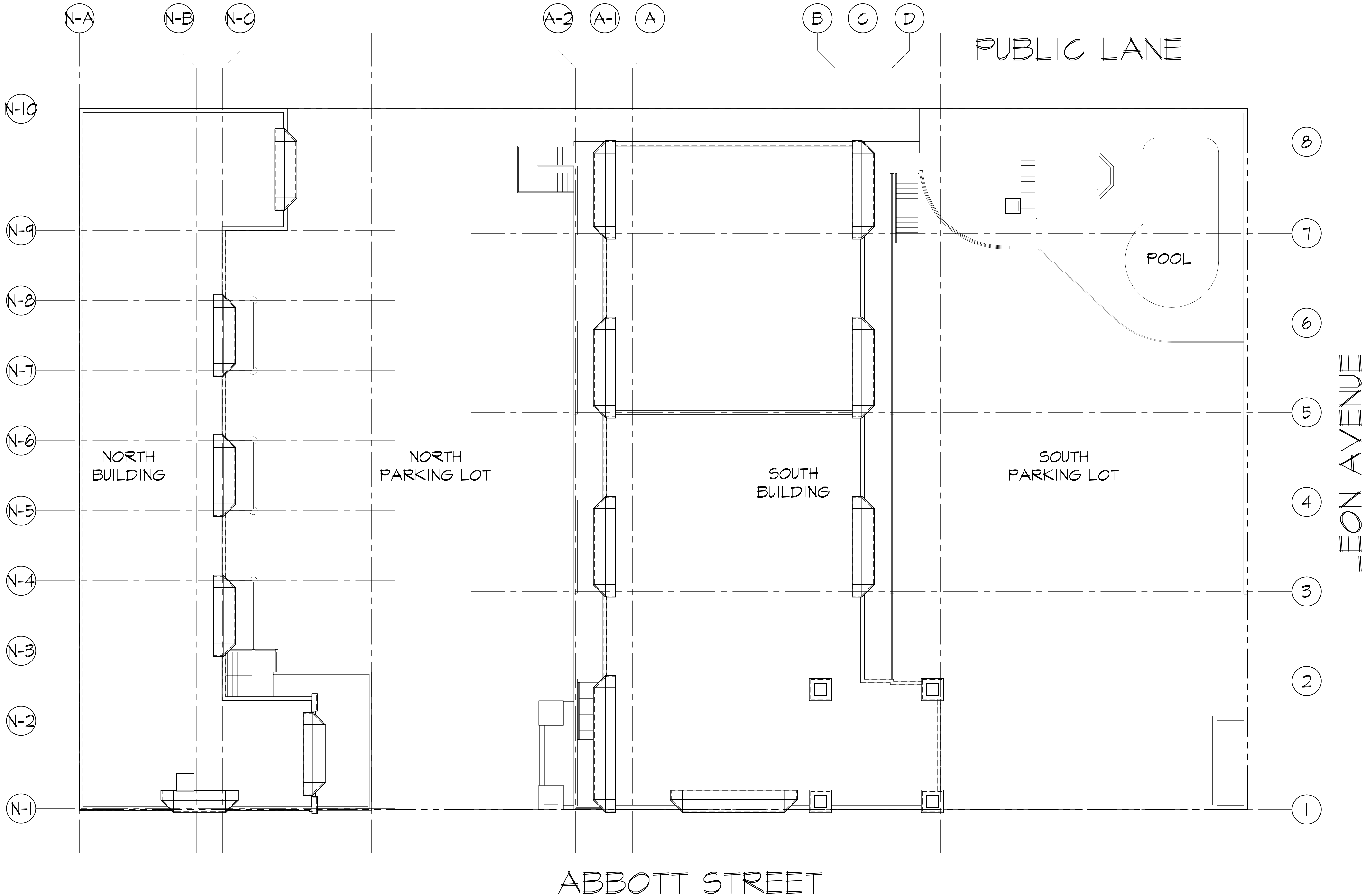
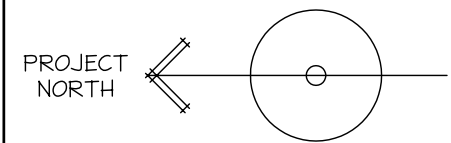
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LOT

PUBLIC LANE



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Project
HOTEL ZED - KELOWNA
RENOVATION

Drawing
EXISTING ROOF PLANS

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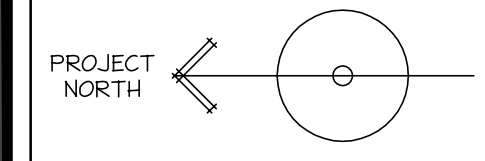
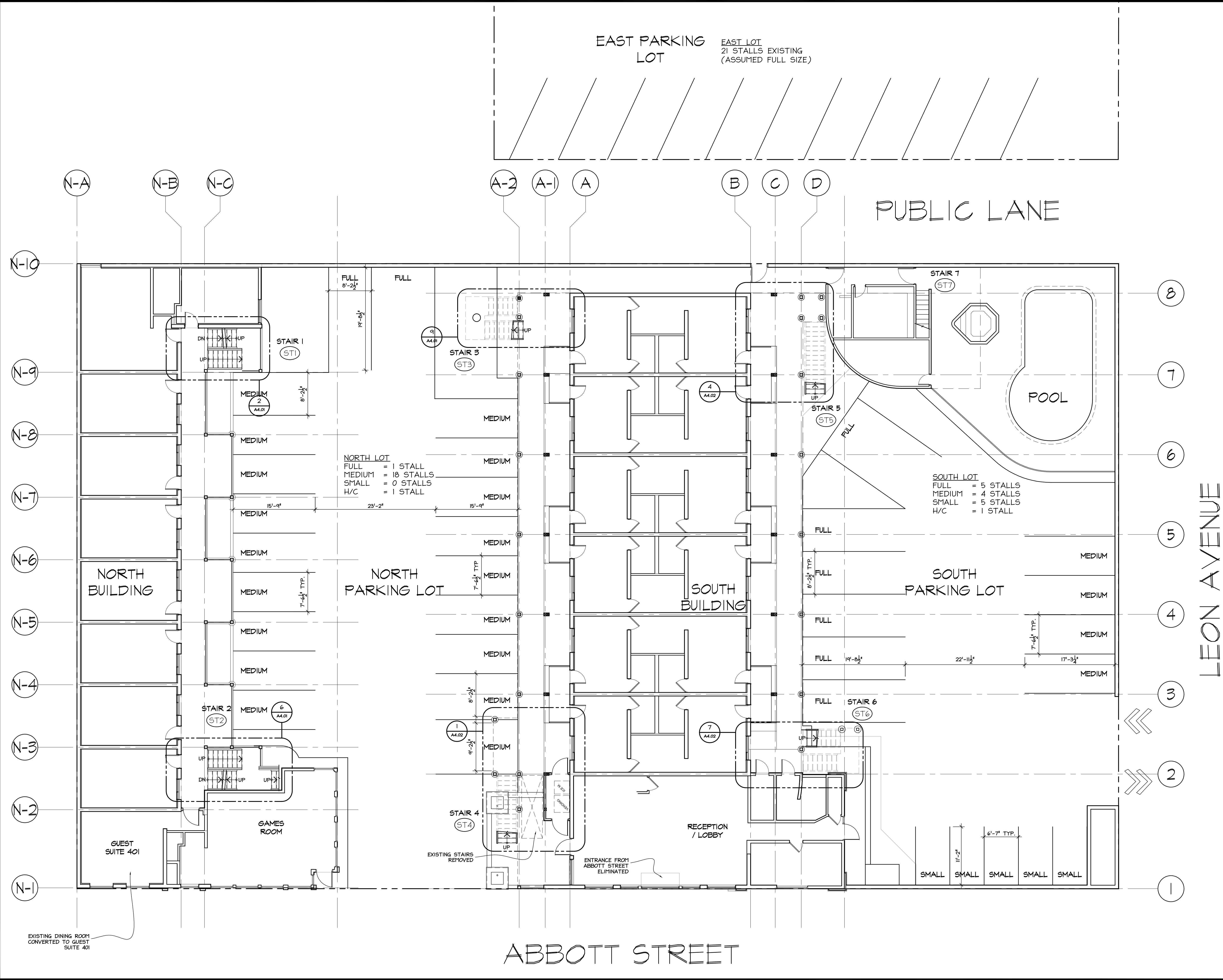
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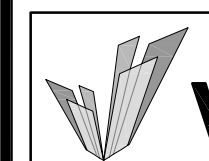
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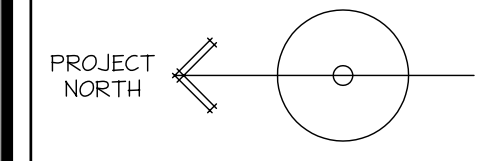
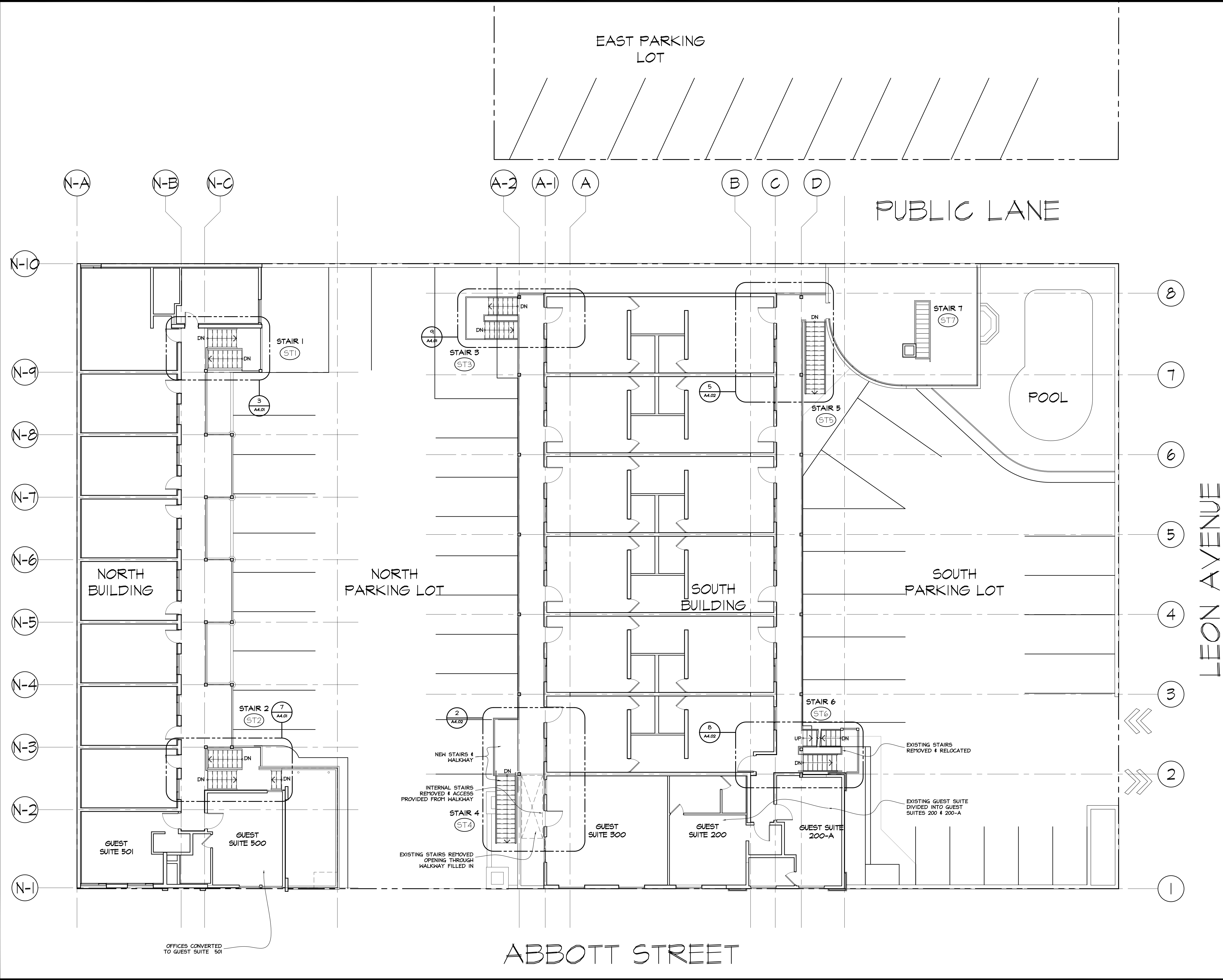
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HOTEL ZED - KELOWNA RENOVATION

Drawing
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Date: OCT, 2015 Dwg. No. Rev.

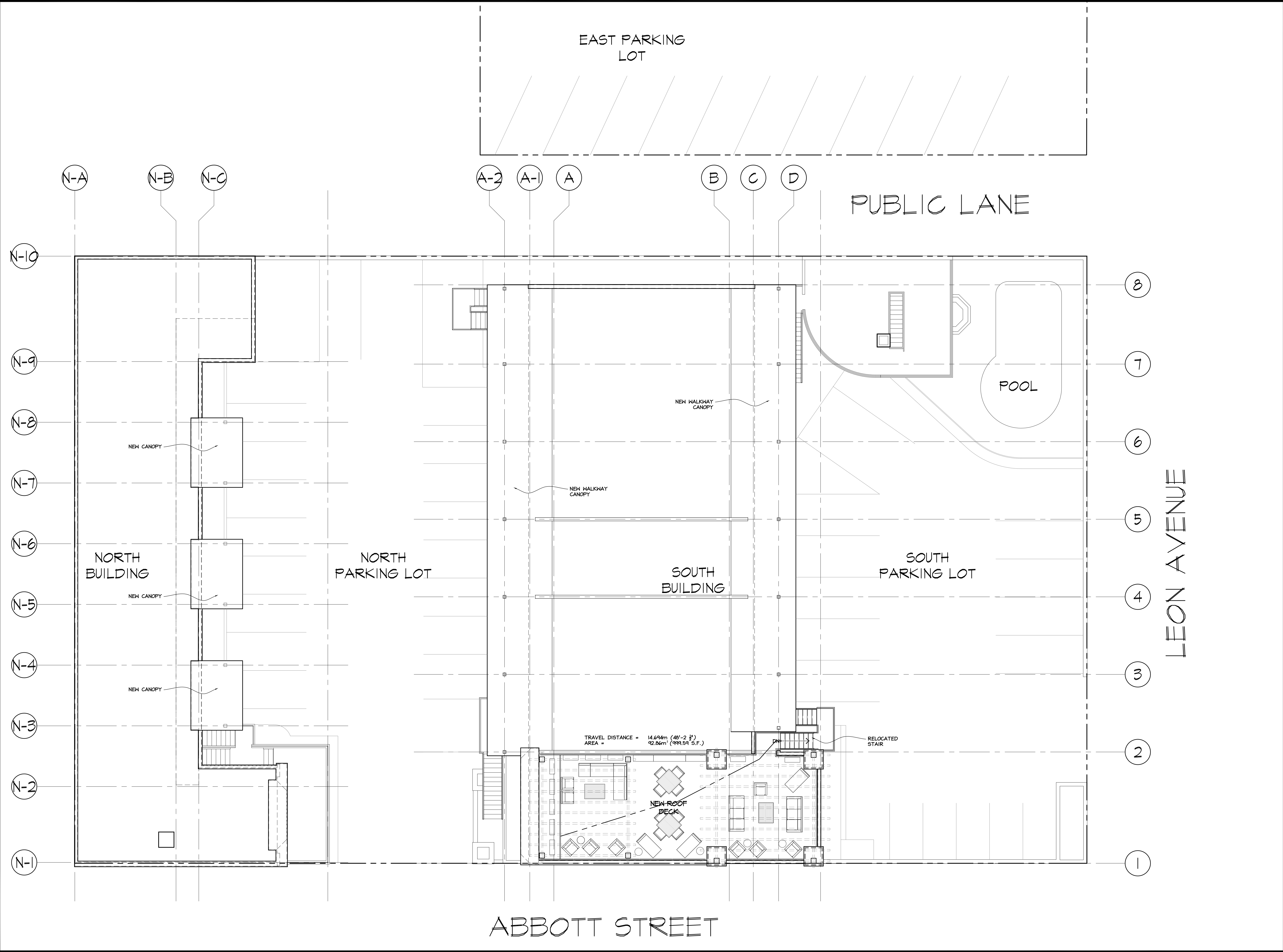
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No. DD/MM/YY		Description
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Project HOTEL ZED - KELOWNA RENOVATION		
Drawing PROPOSED SECOND FLOOR PLANS		
Scale: 1/8" = 1'-0"	Job No. 2015-22	
Date: OCT, 2015	Dwg. No.	Rev.
Drawn By: -	AI.07	166



PROJECT NORTH

No.	DD/MM/YY	Description
REVISIONS		

1	11/12/15	I.F. DEVELOPMENT PERMIT
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Project
HOTEL ZED - KELOWNA RENOVATION

Drawing
PROPOSED ROOF PLANS

Scale: 1/8" = 1'-0"

Job No. 2015-22

Date: OCT, 2015

Dwg. No. Rev.

Drawn By: -

A1.08

167



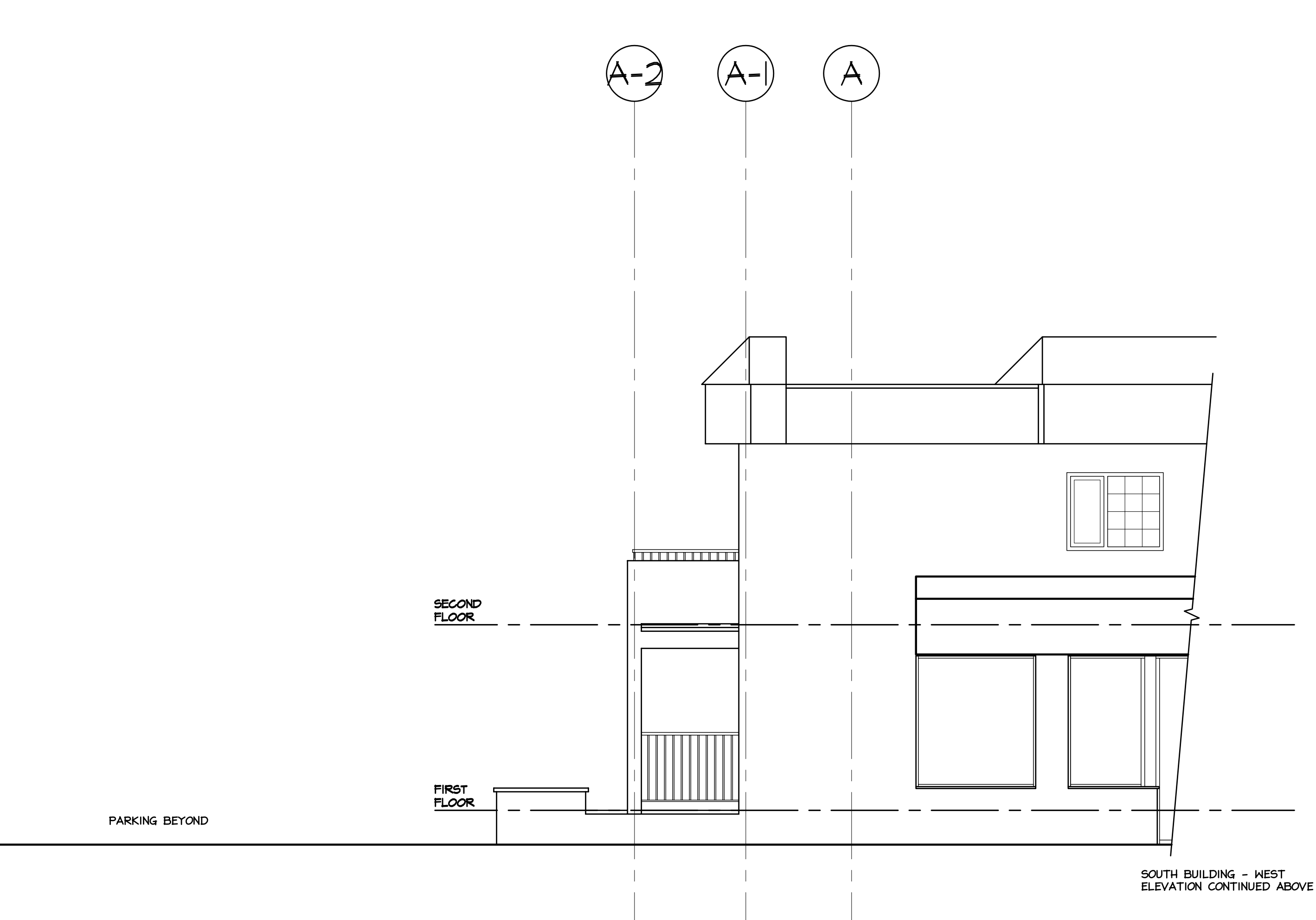
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EXISTING SOUTH ELEVATION
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2 SOUTH BUILDING
EXISTING NORTH ELEVATION
SCALE: 1/4" = 1'-0"

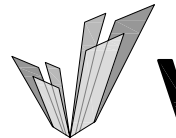
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ISSUES		
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Project HOTEL ZED - KELOWNA RENOVATION		
Drawing EXISTING ELEVATIONS		
Scale: 1/4" = 1'-0"	Job No. 2015-22	
Date: OCT, 2015	Dwg. No. -	Rev. -
Drawn By: -	A3.01	168



1 NORTH BUILDING EXISTING WEST ELEVATION
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2 SOUTH BUILDING EXISTING WEST ELEVATION
SCALE: 1/4" = 1'-0"

No.	DD/MM/YY	Description
REVISIONS		
1	11/12/15	I.F. DEVELOPMENT PERMIT
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HOTEL ZED - KELOWNA RENOVATION

Drawing
EXISTING ELEVATIONS

Scale: 1/4" = 1'-0" Job No. 2015-22

Date: OCT, 2015 Dwg. No. Rev. -


Drawn By: - **A3.02**

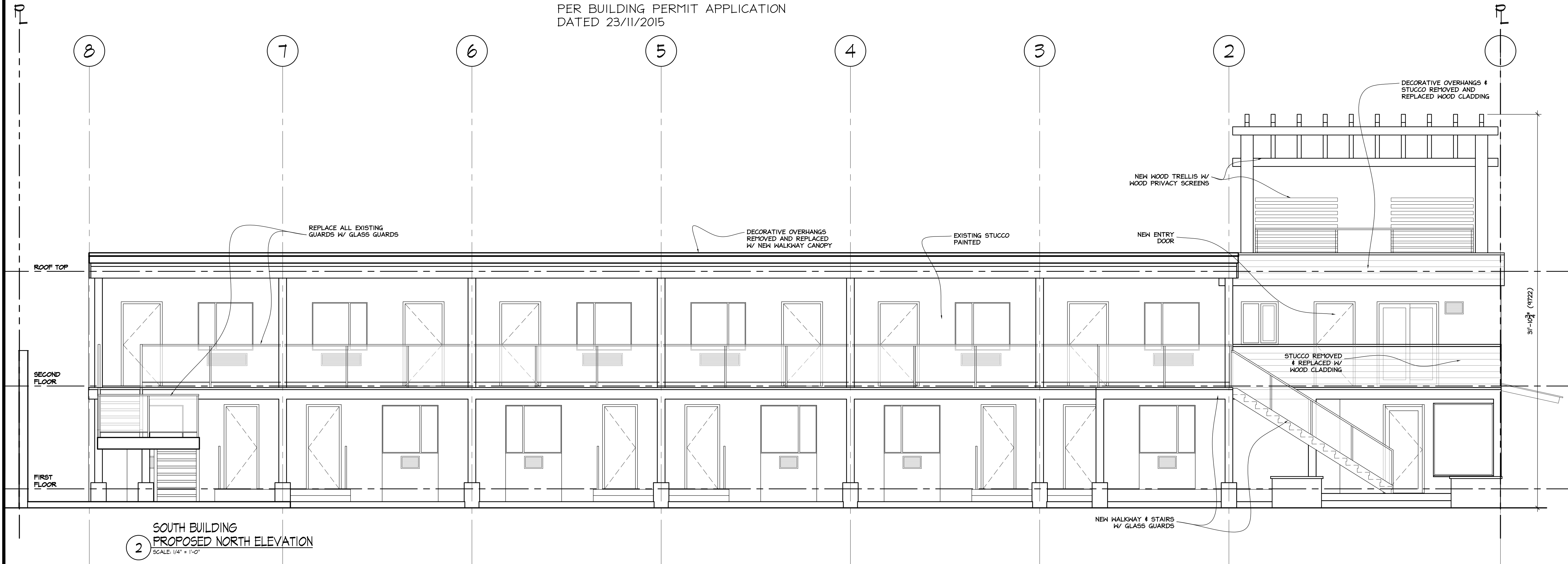
169

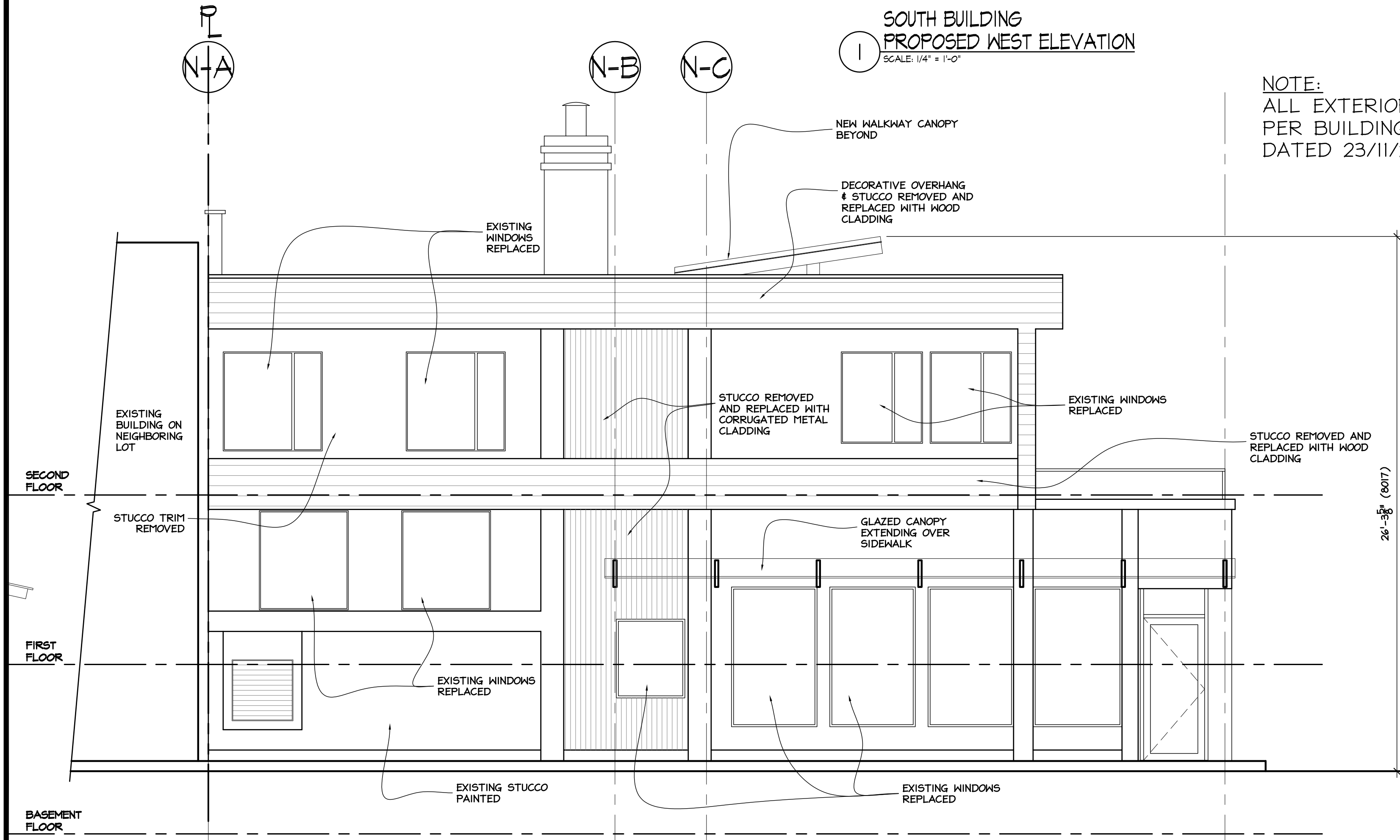
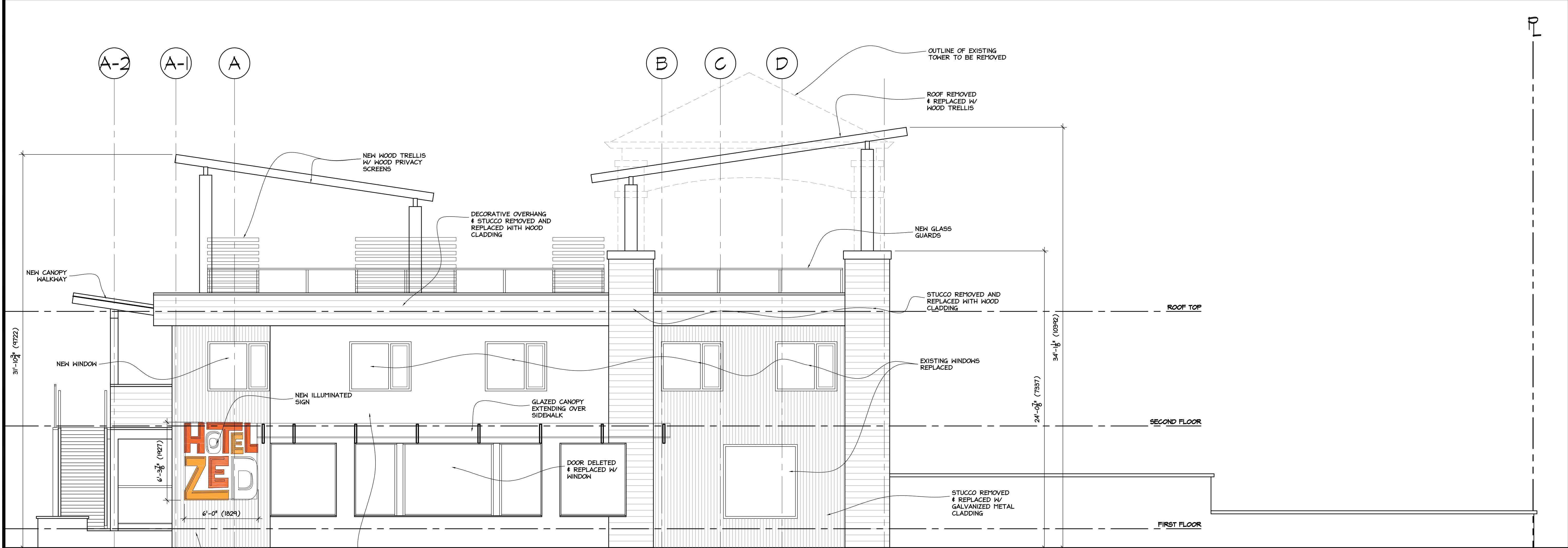


1 NORTH BUILDING
EXISTING SOUTH ELEVATION
SCALE: 1/4" = 1'-0"

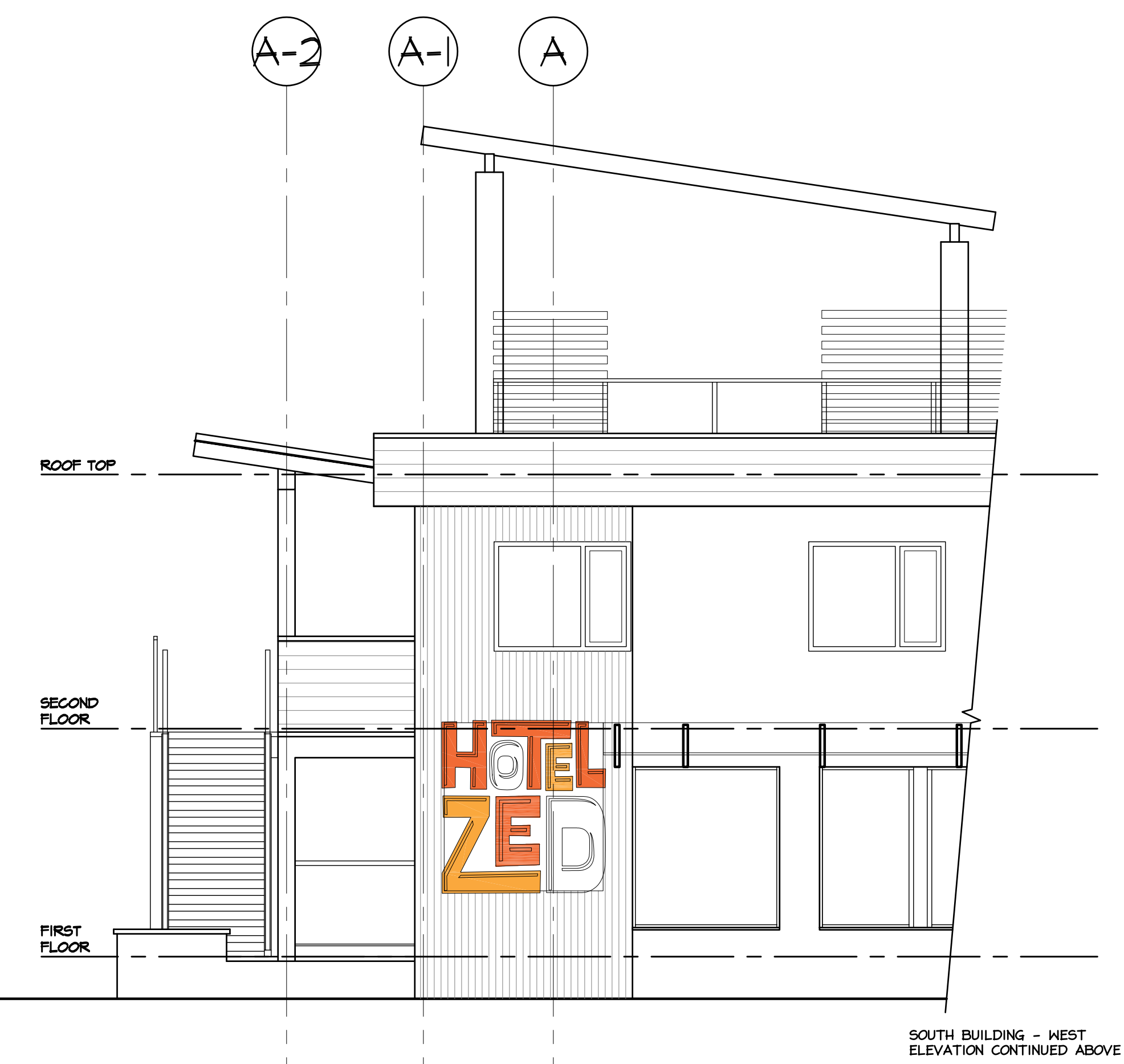
NOTE:
EXISTING CONDITIONS
INCLUDED FOR
REFERENCE ONLY

REVISIONS		
ISSUES		
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Project HOTEL ZED - KELOWNA RENOVATION		
Drawing EXISTING ELEVATIONS		
Scale: 1/4" = 1'-0"	Job No. 2015-22	
Date: OCT, 2015	Dwg. No. -	Rev. -
Drawn By: -	A3.03 170	





NOTE:
ALL EXTERIOR STAIRS REPLACED AS
PER BUILDING PERMIT APPLICATION
DATED 23/11/2015



2 NORTH BUILDING
PROPOSED WEST ELEVATION
SCALE: 1/4" = 1'-0"

1 SOUTH BUILDING
PROPOSED WEST ELEVATION
SCALE: 1/4" = 1'-0"

No.	DD/MM/YY	Description
REVISIONS		
1	11/12/15	I.F. DEVELOPMENT PERMIT
ISSUES		
No. DD/MM/YY Issued for (I.F.)		

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Project
HOTEL ZED - KELOWNA RENOVATION

Drawing
PROPOSED ELEVATIONS

Scale: 1/4" = 1'-0"	Job No. 2015-22
Date: OCT, 2015	Dwg. No. Rev. -
Drawn By: -	A3.05

172



-	-	-
No.	DD/MM/YY	Description
REVISIONS		

I	11/12/15	I.F. DEVELOPMENT PERMIT
No.	DD/MM/YY	Issued for (I.F.)
ISSUES		

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Project
HOTEL ZED - KELOWNA
RENOVATION

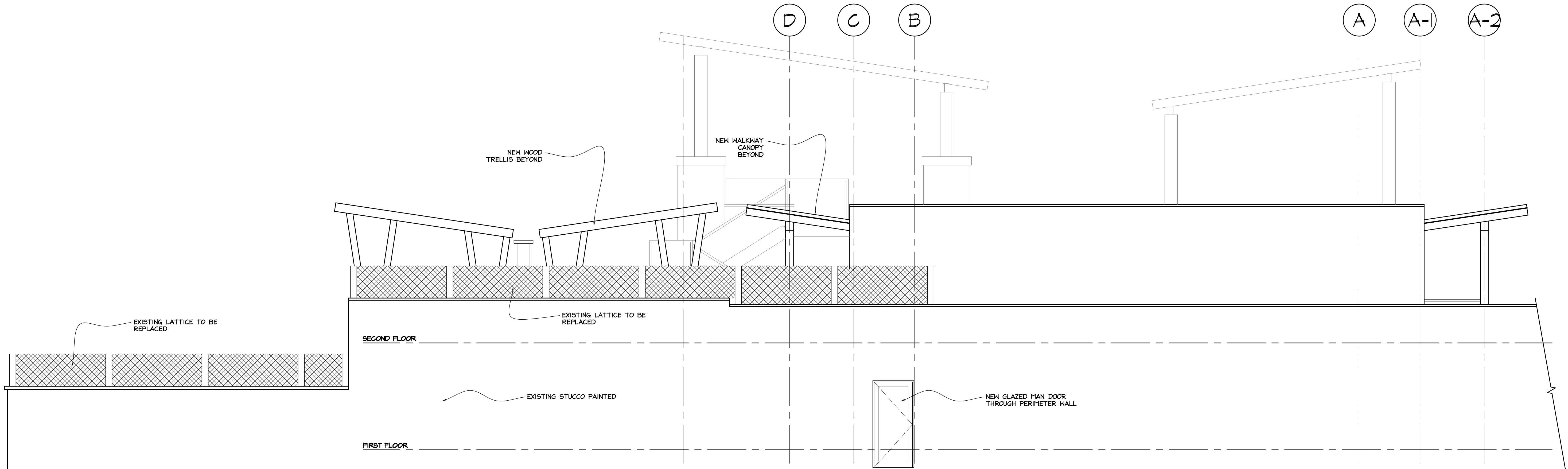
Drawing
PROPOSED ELEVATION
& BUILDING SECTION

Scale: 1/4" = 1'-0" Job No. 2015-22

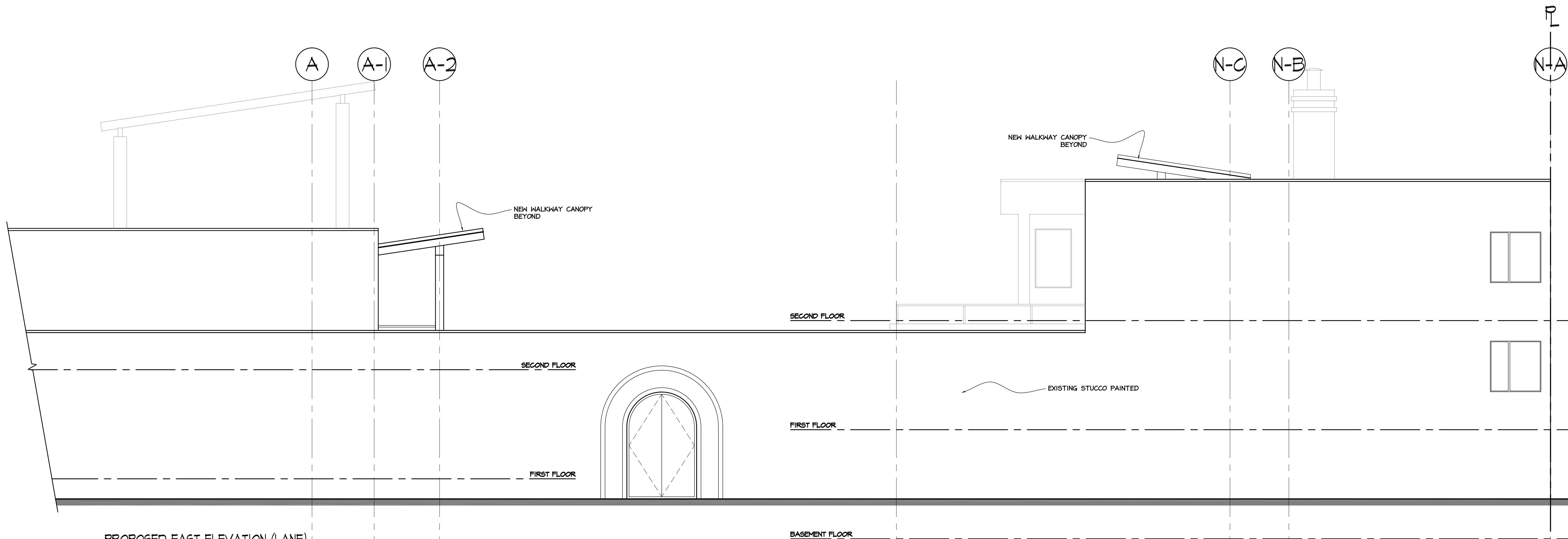
Date: OCT, 2015	Dwg. No. Rev.
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Drawn By: - A3.06

1



1
PROPOSED EAST ELEVATION (LANE)
SOUTH END
SCALE: 1/4" = 1'-0"



2
PROPOSED EAST ELEVATION (LANE)
NORTH END
SCALE: 1/4" = 1'-0"

No.	DD/MM/YY	Description
1	11/12/15	I.F. DEVELOPMENT PERMIT

No.	DD/MM/YY	Issued for (I.F.)
1	11/12/15	I.F. DEVELOPMENT PERMIT

1	11/12/15	I.F. DEVELOPMENT PERMIT
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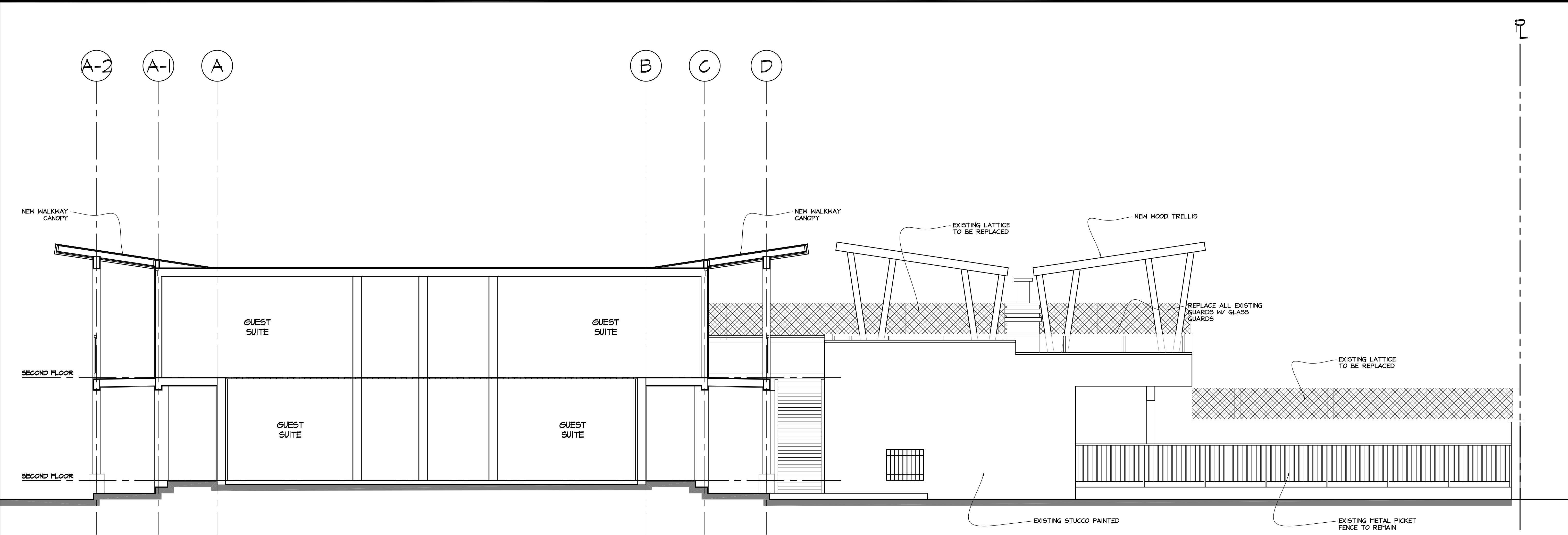
Project
HOTEL ZED - KELOWNA RENOVATION

Drawing
PROPOSED ELEVATIONS


Scale: 1/4" = 1'-0"
Job No. 2015-22

Date: OCT, 2015
Dwg. No. Rev. -

Drawn By: -
A3.07



PROPOSED WEST ELEVATION
POOL BUILDING
SCALE: 1/4" = 1'-0"

No.	DD/MM/YY	Description
REVISIONS		
No.	DD/MM/YY	Issued for (I.F.)
ISSUES		
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Project HOTEL ZED - KELOWNA RENOVATION		
Drawing PROPOSED ELEVATIONS		
Scale:	1/4" = 1'-0"	Job No. 2015-22
Date:	OCT, 2015	Dwg. No. Rev. - A3.08
Drawn By:	-	175



Abbott Street photo collage



South Building - Leon Street Courtyard



North Building - South Elevation (Courtyard)



South Building - North Elevation (Courtyard)



Roof Deck Location

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No.	DD/MM/YY	Description
REVISIONS		

No.	DD/MM/YY	Issued for (I.F.)
ISSUES		

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Project
**HOTEL ZED - KELOWNA
RENOVATION**

Drawing
PHOTOS OF EXISTING

Scale: **N.T.S.** Job No. **2015-22**

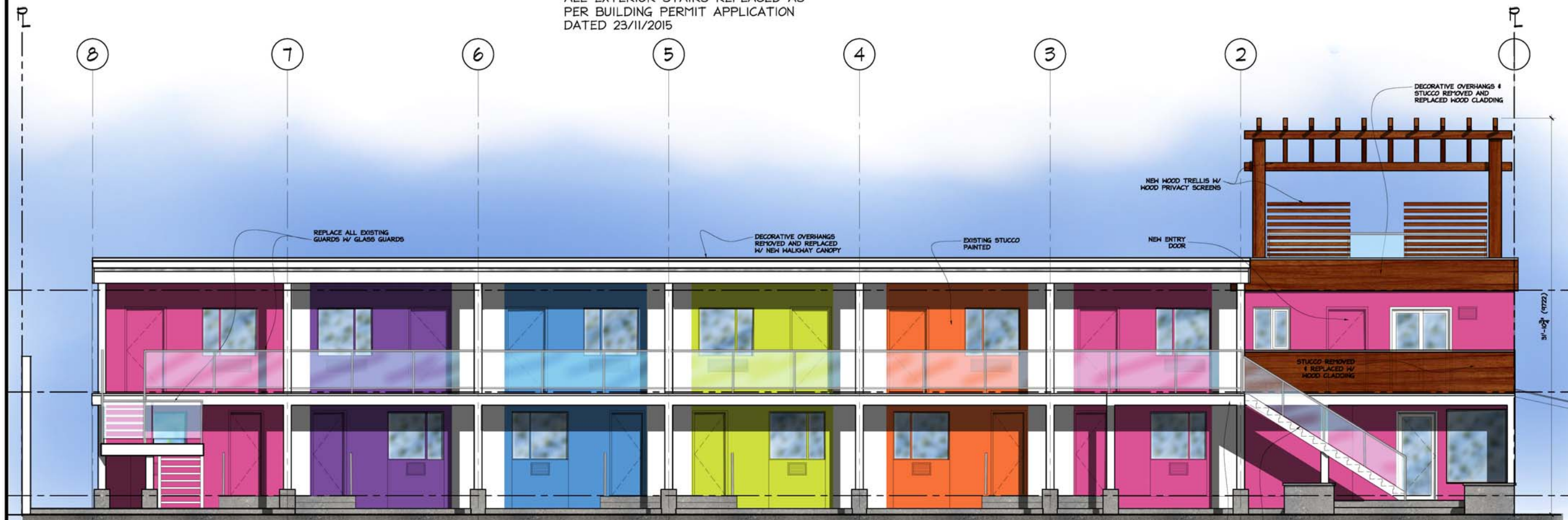
Date: **OCT, 2015** Dwg. No. **-**

Drawn By: **-** **A10.01**



1 SOUTH BUILDING
PROPOSED SOUTH ELEVATION
SCALE: 1/4" = 1'-0"

NOTE:
ALL EXTERIOR STAIRS REPLACED AS
PER BUILDING PERMIT APPLICATION
DATED 23/11/2015



2 SOUTH BUILDING
PROPOSED NORTH ELEVATION
SCALE: 1/4" = 1'-0"

No. 00/MM/YY		Description
REVISIONS		
No. 00/MM/YY		Issued for (I.F.)
ISSUES		
<p>1 11/12/15 I.F. DEVELOPMENT PERMIT</p>		
<p>2 11/12/15 I.F. DEVELOPMENT PERMIT</p>		
<p>3 11/12/15 I.F. DEVELOPMENT PERMIT</p>		
<p>4 11/12/15 I.F. DEVELOPMENT PERMIT</p>		
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<p>100 11/12/15 I.F. DEVELOPMENT PERMIT</p>		

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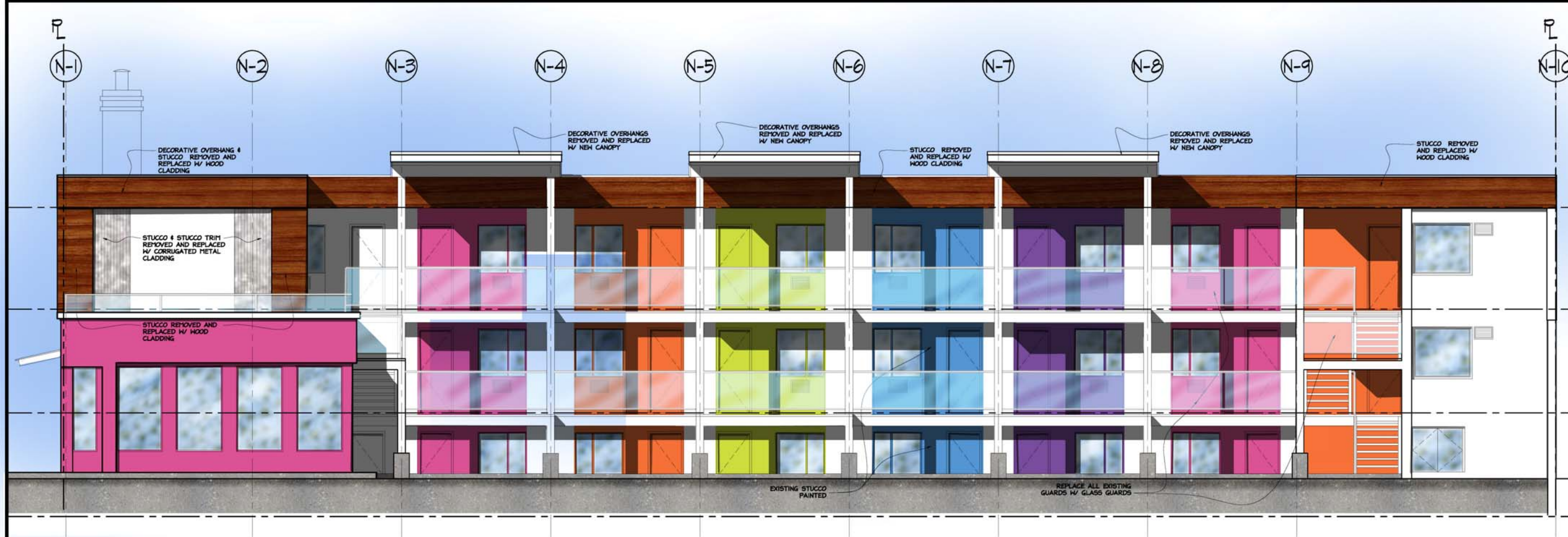
Project: **HOTEL ZED - KELOWNA RENOVATION**

Drawing: **PROPOSED ELEVATIONS**

Scale: 1/4" = 1'-0" Job No. 2015-22

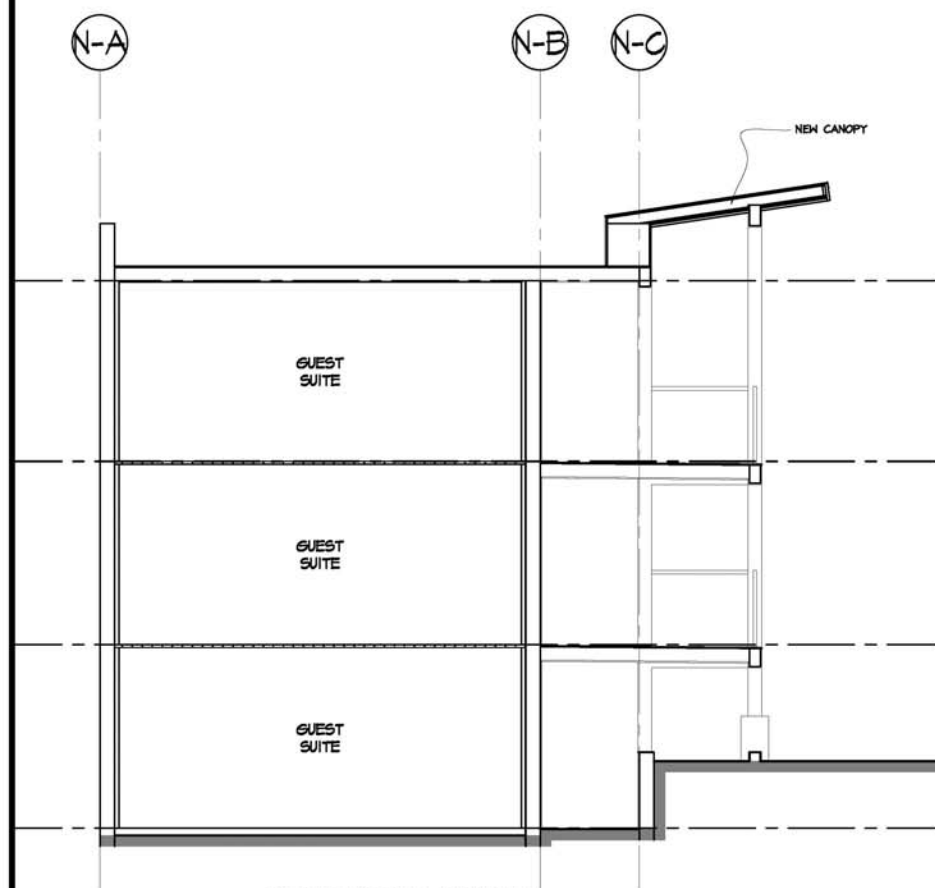
Date: OCT, 2015 Drawn By: -

Dwg. No. 177
A3.04

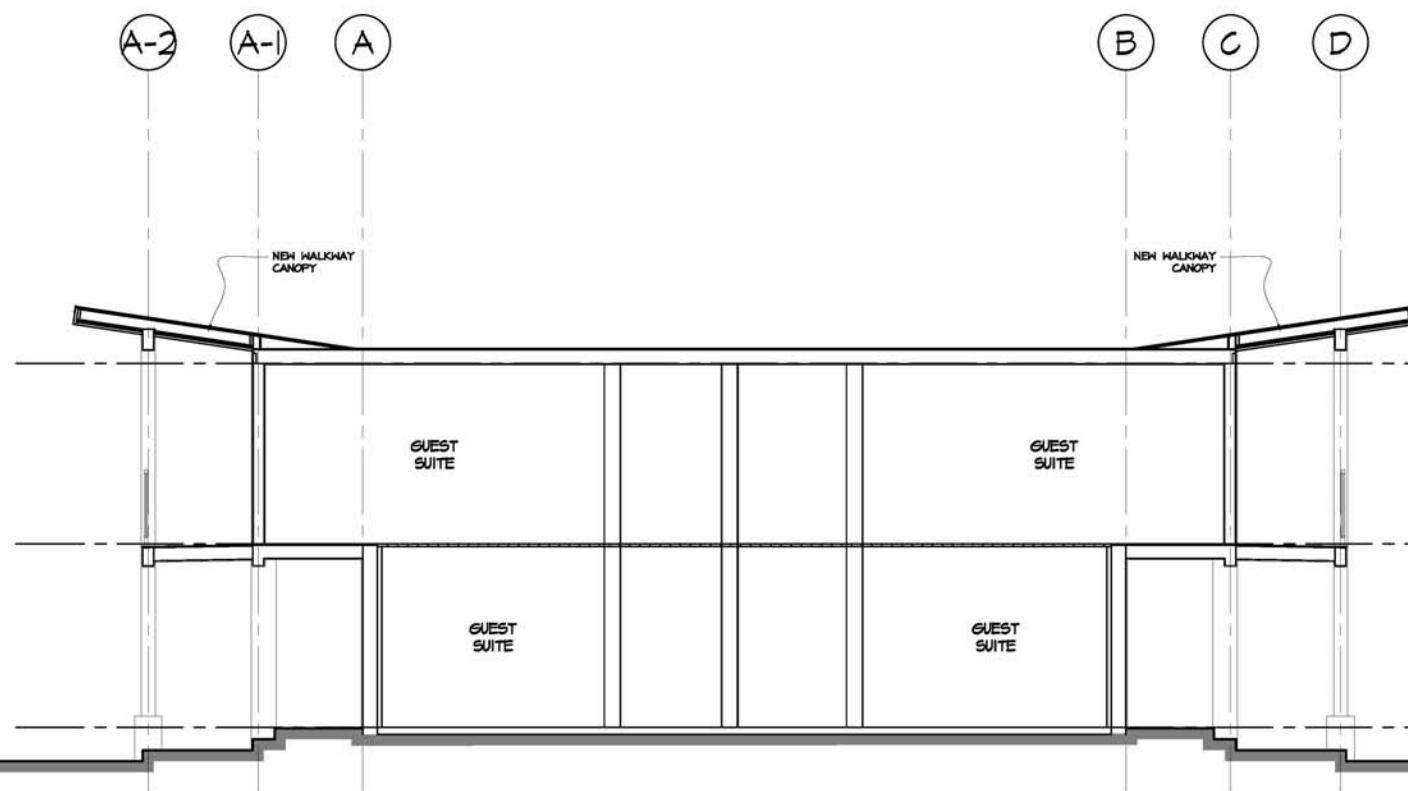


1 NORTH BUILDING
PROPOSED SOUTH ELEVATION
SCALE: 1/4" = 1'-0"

NOTE:
ALL EXTERIOR STAIRS REPLACED AS
PER BUILDING PERMIT APPLICATION
DATED 23/11/2015



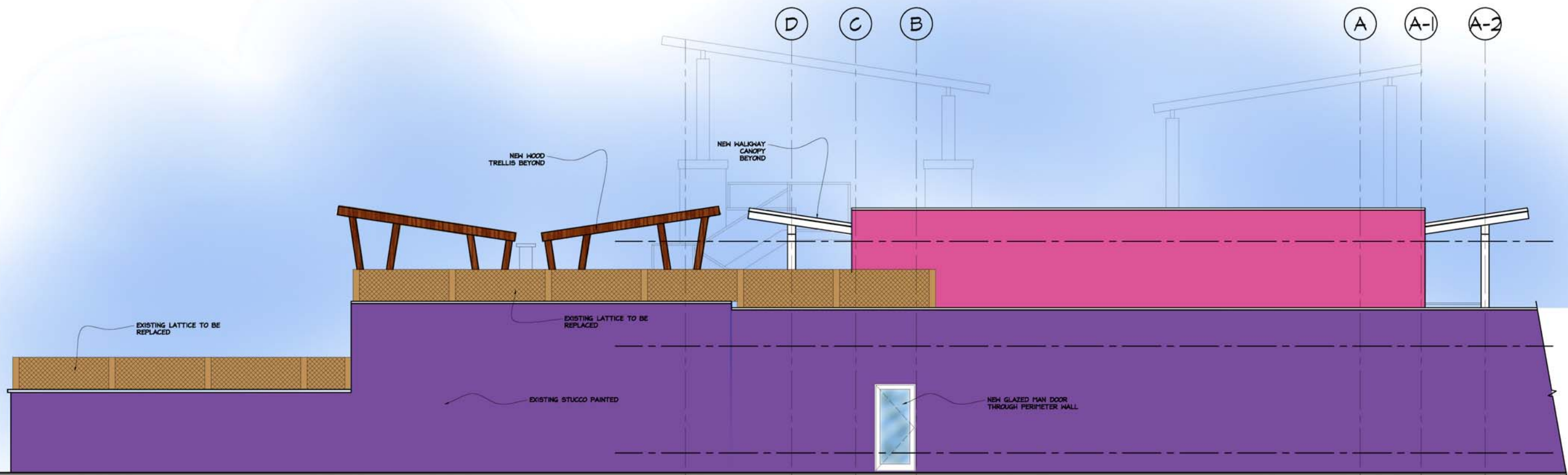
2 NORTH BUILDING - BUILDING
SECTION LOOKING EAST
SCALE: 1/4" = 1'-0"



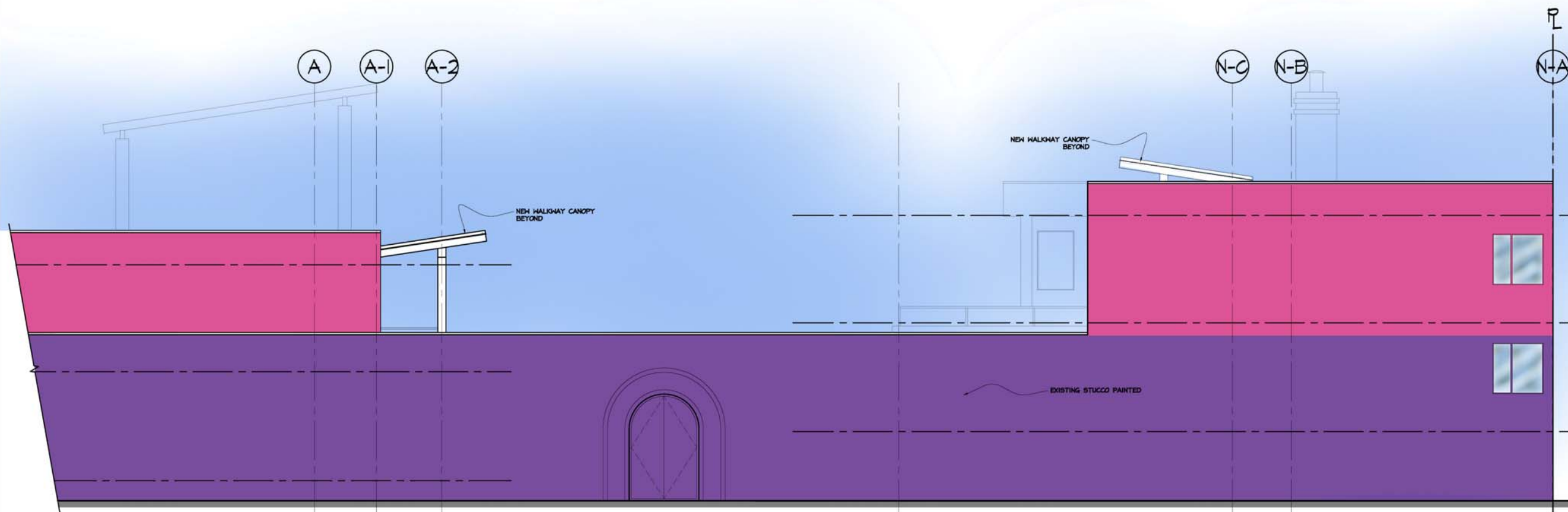
3 SOUTH BUILDING - BUILDING
SECTION LOOKING EAST
SCALE: 1/4" = 1'-0"

No. 00/MM/YY		Description
REVISIONS		
No. 00/MM/YY		Issued for (I.F.)
ISSUES		
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RL



1 PROPOSED EAST ELEVATION (LANE)
SOUTH END
SCALE: 1/4" = 1'-0"



2 PROPOSED EAST ELEVATION (LANE)
NORTH END
SCALE: 1/4" = 1'-0"

No.	DD/MM/YY	Description
REVISIONS		

1 11/12/15 I.F. DEVELOPMENT PERMIT		
No.	DD/MM/YY	Issued for (I.F.)
ISSUES		

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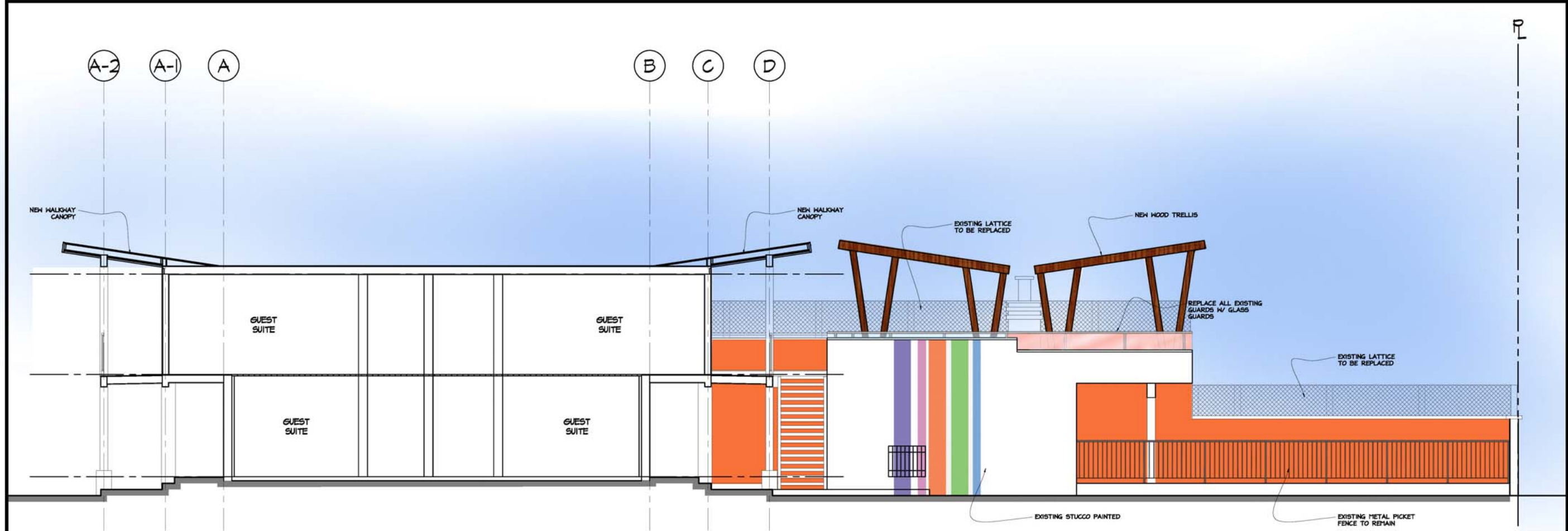
Project
**HOTEL ZED - KELOWNA
RENOVATION**

Drawing
PROPOSED ELEVATIONS

Scale: 1/4" = 1'-0" Job No. 2015-22

Date: OCT, 2015 Dwg. No. 180

Drawn By: - A3.07



PROPOSED WEST ELEVATION
POOL BUILDING
SCALE: 1/4" = 1'-0"

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No.	DD/MM/YY	Description
REVISIONS		

1	11/12/15	I.F. DEVELOPMENT PERMIT
No.	DD/MM/YY	Issued for (I.F.)
ISSUES		

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Project
HOTEL ZED - KELOWNA
RENOVATION

Drawing
PROPOSED ELEVATIONS

Scale: 1/4" = 1'-0" Job No. 2015-22

Date: OCT, 2015 Dwg. No. 181

Drawn By: - A3.08



Colour Palette



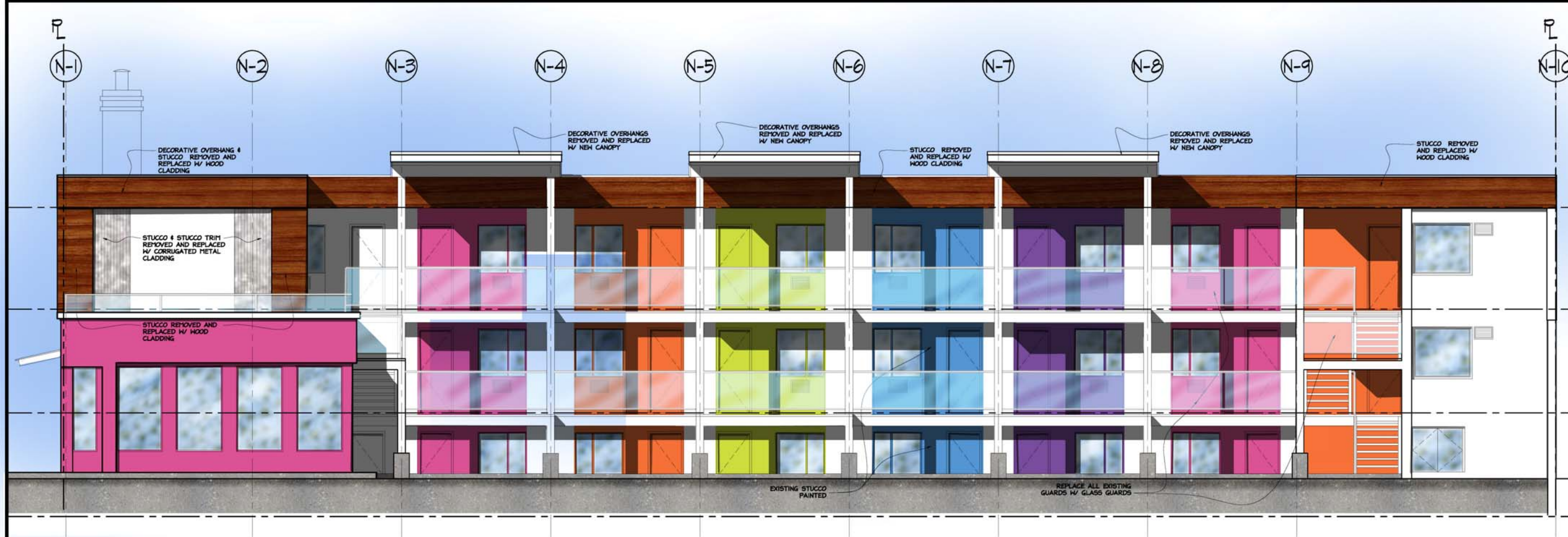
Fencing



Top of Wall Lattice

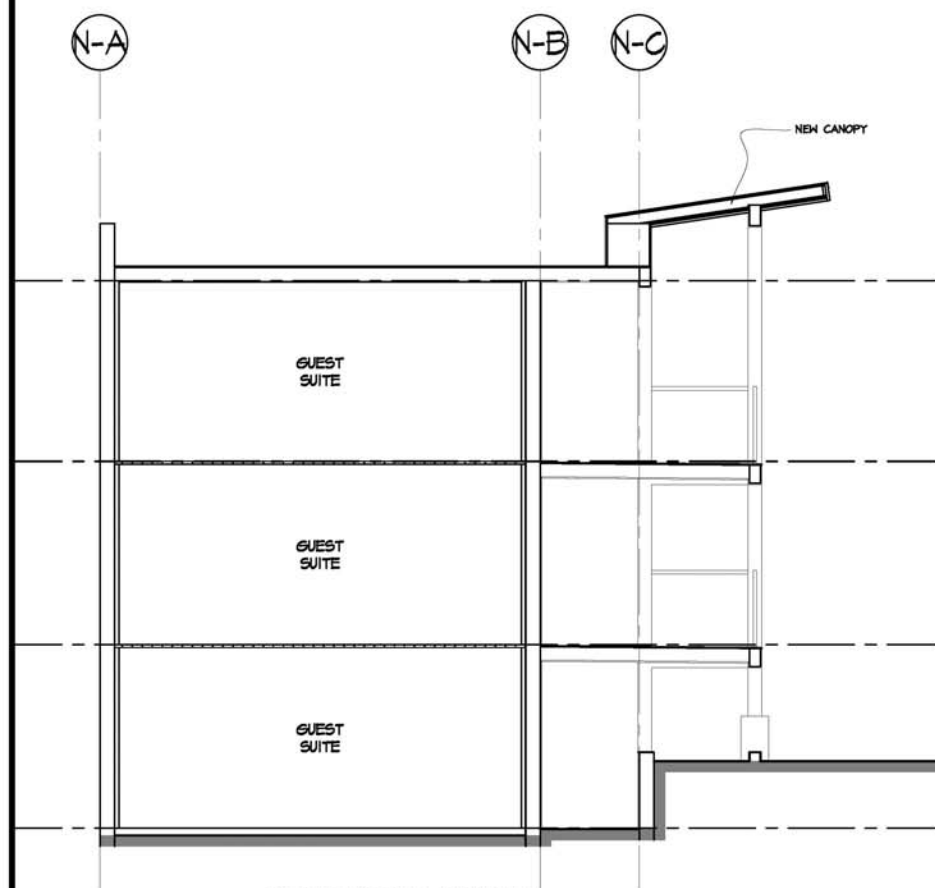
Hotel Zed Kelowna—Renovation Material Board

December 10, 2015

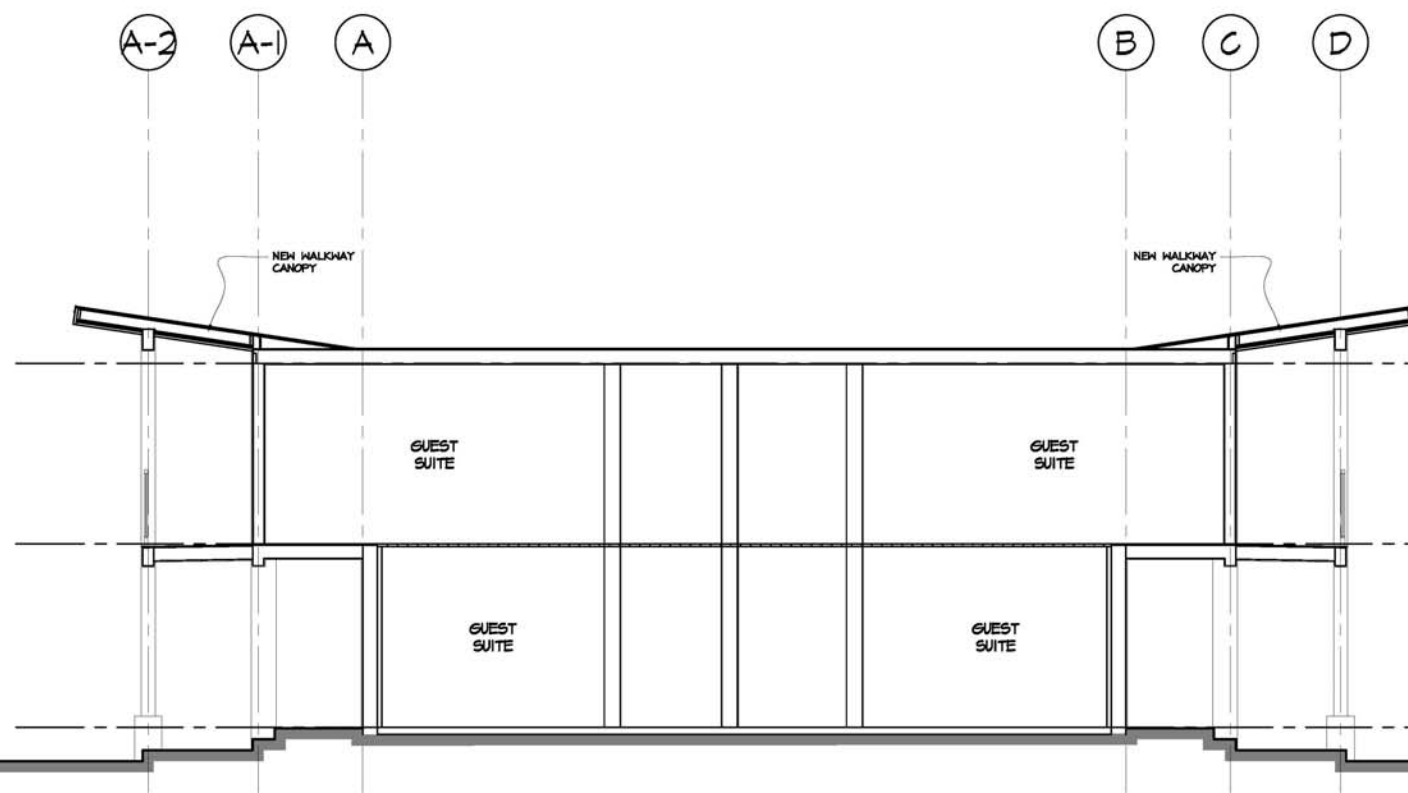


1 NORTH BUILDING
PROPOSED SOUTH ELEVATION
SCALE: 1/4" = 1'-0"

NOTE:
ALL EXTERIOR STAIRS REPLACED AS
PER BUILDING PERMIT APPLICATION
DATED 23/11/2015



2 NORTH BUILDING - BUILDING
SECTION LOOKING EAST
SCALE: 1/4" = 1'-0"



3 SOUTH BUILDING - BUILDING
SECTION LOOKING EAST
SCALE: 1/4" = 1'-0"

No.	DD/MM/YY	Description
REVISIONS		

1	11/12/15	I.F. DEVELOPMENT PERMIT
No.	DD/MM/YY	Issued for (I.F.)
ISSUES		

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Project
**HOTEL ZED - KELOWNA
RENOVATION**

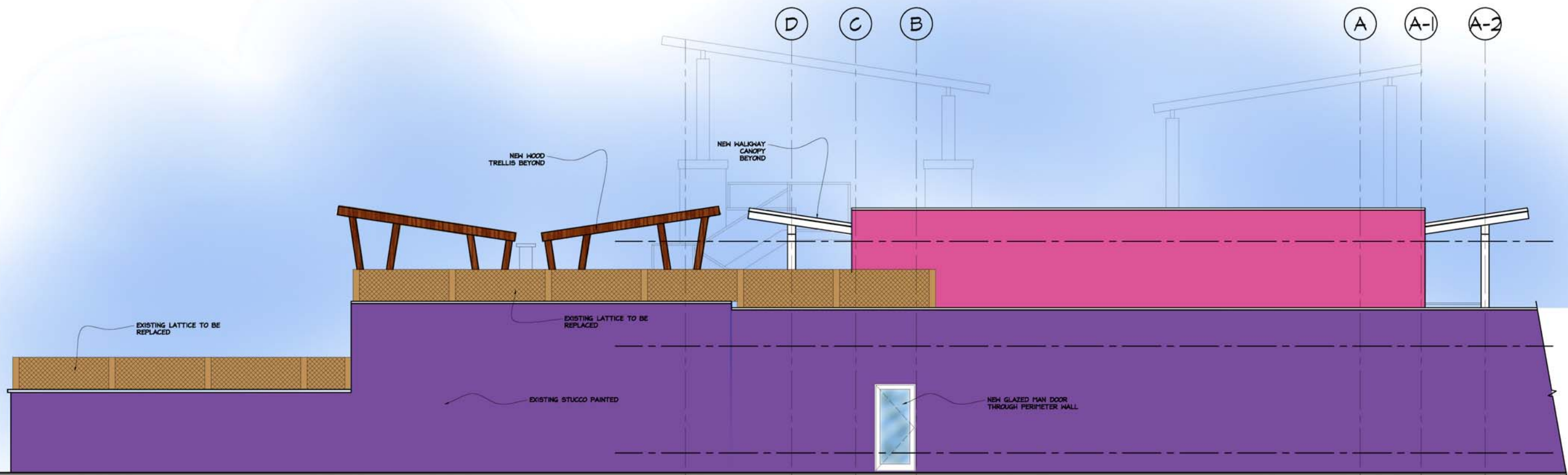
Drawing
**PROPOSED ELEVATION
& BUILDING SECTION**

Scale: 1/4" = 1'-0" Job No. 2015-22

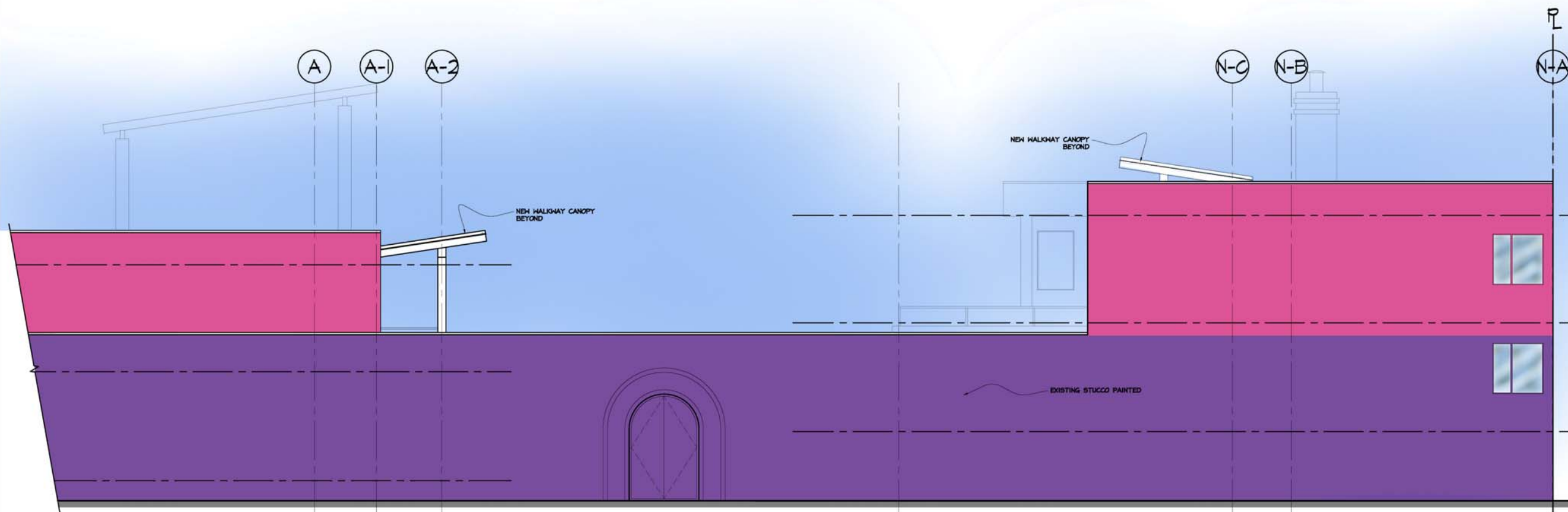
Date: OCT, 2015 Dwg. No. 185

Drawn By: - A3.06

RL



1 PROPOSED EAST ELEVATION (LANE)
SOUTH END
SCALE: 1/4" = 1'-0"



2 PROPOSED EAST ELEVATION (LANE)
NORTH END
SCALE: 1/4" = 1'-0"

No.	DD/MM/YY	Description
REVISIONS		

1	11/12/15	I.F. DEVELOPMENT PERMIT
No.	DD/MM/YY	Issued for (I.F.)
ISSUES		

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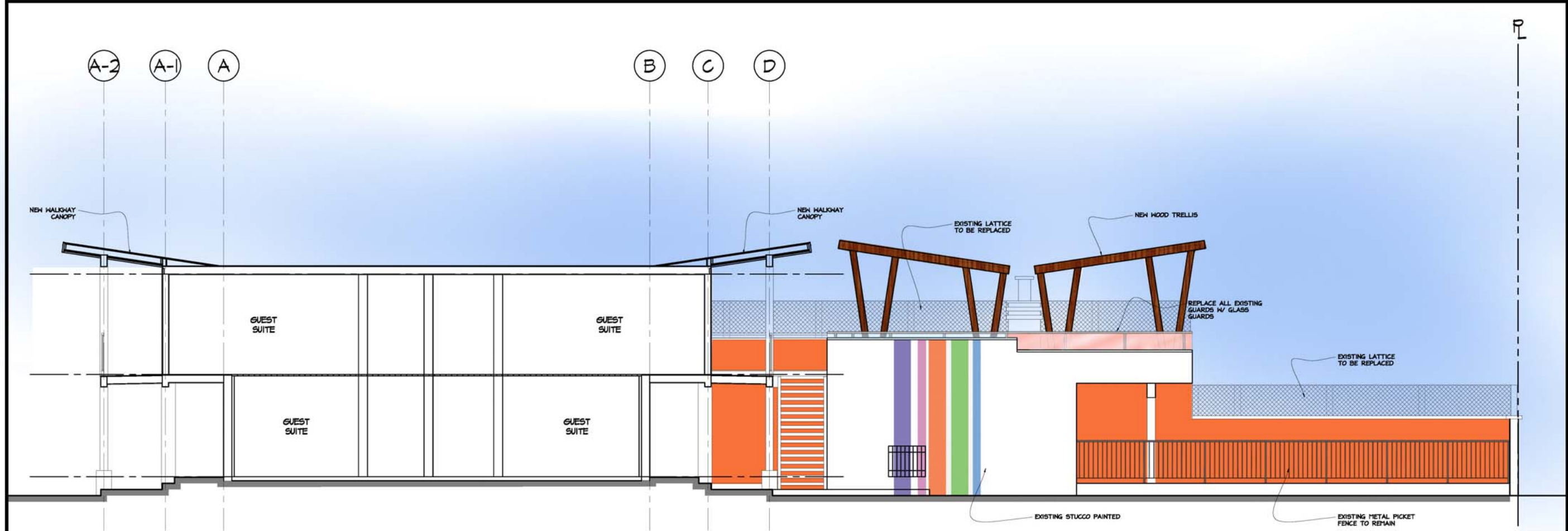
Project
**HOTEL ZED - KELOWNA
RENOVATION**

Drawing
PROPOSED ELEVATIONS

Scale: 1/4" = 1'-0" Job No. 2015-22

Date: OCT, 2015 Dwg. No. 186

Drawn By: A3.07



PROPOSED WEST ELEVATION
POOL BUILDING
SCALE: 1/4" = 1'-0"

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No.	DD/MM/YY	Description
REVISIONS		

1	11/12/15	I.F. DEVELOPMENT PERMIT
No.	DD/MM/YY	Issued for (I.F.)
ISSUES		

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Project
HOTEL ZED - KELOWNA
RENOVATION

Drawing
PROPOSED ELEVATIONS

Scale: 1/4" = 1'-0" Job No. 2015-22

Date: OCT, 2015 Dwg. No. 187

Drawn By: - A3.08



Colour Palette



Fencing



Top of Wall Lattice

Hotel Zed Kelowna—Renovation Material Board

December 10, 2015

DEVELOPMENT PERMIT



APPROVED ISSUANCE OF DEVELOPMENT PERMIT NO. DP15-0309

Issued To: Accent Inns Inc. Inc. No. 0958921

Site Address: 1627 Abbott St.

Legal Description: Lot 9, Block 10, DL 139, ODYD, Plan 462; Lot 4, Block 11, DL 139, ODYD Plan 462; Lot 2, Block 11, DL 139, ODYD, Plan 462; Lot 1, Block 11, DL 139, ODYD, Plan 462; and Lot 3, Block 11, DL 139, ODYD Plan 462

Zoning Classification: C7 - Central Business Commercial

Development Permit Area: Revitalization Area - Form and Character

SCOPE OF APPROVAL

This Permit applies to and only to those lands within the Municipality as described above, and any and all buildings, structures and other development thereon.

This Permit is issued subject to compliance with all of the Bylaws of the Municipality applicable thereto, except as specifically varied or supplemented by this Permit, noted in the Terms and Conditions below.

The issuance of a Permit limits the Permit Holder to be in strict compliance with regulations of the Zoning Bylaw and all other Bylaws unless specific Variances have been authorized by the Permit. No implied Variances from bylaw provisions shall be granted by virtue of drawing notations that are inconsistent with bylaw provisions and that may not have been identified as required Variances by the applicant or Municipal staff.

1. TERMS AND CONDITIONS

THAT Development Permit No. DP15-0309 for Lot 9, Block 10, DL 139, ODYD, Plan 462; Lot 4, Block 11, DL 139, ODYD Plan 462; Lot 2, Block 11, DL 139, ODYD, Plan 462; Lot 1, Block 11, DL 139, ODYD, Plan 462; and Lot 3, Block 11, DL 139, ODYD Plan 462 located at 1627 Abbott Street, Kelowna, BC, to allow the exterior renovation of an existing hotel be approved subject to the following:

- a) The dimensions and siting of the building to be constructed on the land be in accordance with Schedule "A";
- b) The exterior design and finish of the building to be constructed on the land be in accordance with Schedule "B";

AND FURTHER THAT this Development Permit is valid for two (2) years from the date of Manager approval, with no opportunity to extend.

2. DEVELOPMENT

The land described herein shall be developed strictly in accordance with the terms and conditions and provisions of this Permit and any plans and specifications attached to this Permit that shall form a part hereof.

If the Permit Holder does not commence the development permitted by this Permit within two years of the date of this Permit, this Permit shall lapse.

This Permit IS NOT a Building Permit.

3. APPLICANT'S AGREEMENT

I hereby declare that all of the above statements and the information contained in the material submitted in support of this Permit are to the best of my belief, true and correct in all respects. Upon issuance of the Permit for me by the Municipality, then in such case, I covenant and agree to save harmless and effectually indemnify the Municipality against:

- a) All actions and proceedings, costs, damages, expenses, claims, and demands whatsoever and by whomsoever brought, by reason of the Municipality granting to me the said Permit.
- b) All costs, expenses, claims that may be incurred by the Municipality if the construction by me of engineering or other types of works as called for by the Permit results in damages to any property owned in whole or in part by the Municipality or which the Municipality by duty or custom is obliged, directly or indirectly in any way or to any degree, to construct, repair, or maintain.

I further covenant and agree that should I be granted a Development Permit and/or Development Variance Permit, the Municipality may withhold the granting of any Occupancy Permit for the occupancy and / or use of any building or part thereof constructed upon the hereinbefore referred to land until all of the engineering works or other works called for by the Permit have been completed to the satisfaction of the Municipal Engineer and Divisional Director of Community Planning & Real Estate.

Should there be any change in ownership or legal description of the property, I undertake to notify the Community Planning Department immediately to avoid any unnecessary delay in processing the application.

I HEREBY UNDERSTAND AND AGREE TO ALL THE TERMS AND CONDITIONS SPECIFIED IN THIS PERMIT.

Signature of Owner / Authorized Agent

Date

Print Name in Bold Letters

Telephone No.

4. APPROVALS

Issued and approved by Council on the _____ day of _____, 2015.

Ryan Smith, Community Planning Department Manager
Community Planning & Real Estate

Date

**The PERMIT HOLDER is the CURRENT LAND OWNER.
Security shall be returned to the PERMIT HOLDER.**

CITY OF KELOWNA

MEMORANDUM

Date: January 15, 2016
File No.: DP15-0309
To: Community Planning (RR)
From: Development Engineering Manager(SM)
Subject: 1627 Abbott Street Hotel Branding Renovation

Development Engineering has the following comments and requirements associated with this application. The road and utility upgrading requirements outlined in this report will be a requirement of this development.

The Development Engineering Technologist for this project is Sergio Sartori.

1. General

- (a) Provide easements as may be required.
- (b) Lot consolidation may be required.

2. Domestic Water and Fire Protection

- (a) The developer's consulting mechanical engineer will determine the domestic and fire protection requirements of this proposed development and establish service needs.
- (b) This property is currently serviced with a 38mm copper water service. Only one service is permitted for this development. The applicant, at his cost, will arrange for the installation of one new water service and the disconnection of the small existing service if necessary.

3. Sanitary Sewer

- (a) The developer's consulting mechanical engineer will determine the development requirements of this development and establish the service needs.
- (b) Our records indicate that this property is serviced with two - 100mm sanitary services. Typically only one service is permitted for this type of development. Provide confirmation of the need for each service. The disconnection of a service that is not needed will be required.

4. Storm Drainage

- (a) Our records indicate that this property is serviced with two - 100mm storm services. Typically only one service is permitted for this type of development. Provide confirmation of the need for each service. The disconnection of a service that is not needed will be required.

5. Roads

- a) Abbott Street and Leon Ave fronting this development site is urbanized therefore no further upgrades are required. If sidewalk, curb & gutter or any other appurtenances are damaged during the renovations, repair and or replacement will be required.

6. Power and Telecommunication Services and Street Lights

- (a) The applicant must make servicing upgrade applications to the respective Power and Telecommunication utility companies. The utility companies are required to obtain the City's approval before commencing construction.

Steve Muenz, P. Eng.
Development Engineering Manager

SS

Report to Council



Date: Jan. 27, 2016

File: 0165-30

To: City Manager

From: Paul Macklem, Deputy City Manager

Subject: Quarterly report update

Report Prepared by: Summer Effray, Communications Consultant

Recommendation:

That Council receives, for information, the Quarterly Report from the Deputy City Manager, dated Jan. 27, 2016.

Purpose:

To provide Council with an update of the City's activities for the fourth quarter of 2015.

Background:

The attached PowerPoint presentation provides a brief summary of some key activities undertaken in the last quarter by the corporation.

The content of the presentation continues to evolve and staff welcomes Council's suggestions in ensuring the report is both informative and timely for our community. All contributors and contributing departments are not expected to attend the Council presentation, however if Council has specific questions that require a staff member attend the meeting, it is requested that the City Clerk be advised in advance of the meeting.

Internal Circulation:

Content provided by Divisional Directors
Deputy City Manager
Communications Supervisor

Considerations not applicable to this report:

Legal/Statutory Authority:

Legal/Statutory Procedural Requirements:

Existing Policy:

Financial/Budgetary Considerations:

Personnel Implications:

External Agency/Public Comments:
Communications Comments:
Alternate Recommendation:

Submitted by:

P. Macklem, Deputy City Manager

Approved for inclusion:

☐

cc: Divisional Directors

QUARTERLY REPORT

October to December 2015



AN ACTIVE, INCLUSIVE CITY



Active by Nature

AN ACTIVE, INCLUSIVE CITY

- 
- A photograph of two men in dark suits and ties standing on a stage at night. They are positioned in front of a large, illuminated blue sculpture that resembles a stylized tree or a flame. The stage is lit with purple and blue lights, and there are various pieces of audio equipment, including microphones and speakers, visible. The background shows a dark night sky and some distant lights.
- ▶ Okanagan Sport Leadership Conference
 - ▶ New sports organizations added to Community Sport Delivery Program
 - ▶ Winter celebrations



AN ACTIVE, INCLUSIVE CITY

- ▶ Supported 15 tournaments
- ▶ 25,000 participants in adult sport league programming
- ▶ 1,200+ fall/winter programs offered
- ▶ H2O spin cycle studio
- ▶ Ben Lee Park accessible playground

AN ACTIVE, INCLUSIVE CITY

- ▶ Creative City Summit
 - ▶ Keynote by Charles Montgomery
- ▶ Kelowna Community Theatre improvements
 - ▶ Lighting = 50% electrical cost savings
 - ▶ Audience survey

A SAFE CITY

- ▶ Public fire safety education
- ▶ Regional rescue high angle training
- ▶ YLW emergency exercise
- ▶ Pedestrian crossings
- ▶ No boil water advisories

A STRONG ECONOMY

Kelowna International Airport (YLW)

- ▶ 150k passengers in December
 - ▶ 1.6M passengers in 2015
- ▶ Departures lounge Phase 1 complete
- ▶ Increased air service
- ▶ William Day Templeton Award
- ▶ DreamLift event

A STRONG ECONOMY

- ▶ Snow removal advertising partnership

— **HELP US *clear* THE WAY** —

When it snows, please remove vehicles from the street.

By moving your vehicle to the driveway or back alley, snow removal trucks can clear the snow quickly so you can get around town safely.

Snow Clearing Tips

- When shoveling the driveway, avoid pushing the snow back into the street. Less snow will be pushed onto the driveway if snow is shoveled to the left side of your driveway (when facing the property).
- Remember to clear sidewalks adjacent to your property. Do the neighbourly thing and lend a helping hand to a lesser-able neighbour.

City of Kelowna
kelowna.ca/transportation

CITY OF Penticton
www.penticton.ca/snow

CITY OF VERNON
www.vernon.ca/cleartheway

WEST KELOWNA
www.westkelownacity.ca/roads

For more information on snow removal and priority route details, please visit your City's website.



A CLEAN, HEALTHY ENVIRONMENT

- ▶ Ethel Street Phase 1
- ▶ Lakeshore Road

AN CLEAN, HEALTHY ENVIRONMENT

- ▶ Westside Trail collaboration
- ▶ Transit stops
 - ▶ Two on Gordon Drive complete
 - ▶ Construction began on KGH bus bay



RESILIENT, WELL-MANAGED INFRASTRUCTURE



- ▶ 2030 Infrastructure Plan
- ▶ Infill Challenge
- ▶ Civic Block Plan
- ▶ Urban Centres Roadmap

RESILIENT, WELL-MANAGED INFRASTRUCTURE

- ▶ New sidewalks
- ▶ Knox Mountain Park improvements
- ▶ Osprey parking lot

	2013	2014	2015
Building Permits (Q4)	\$83.8M	\$91.8M	\$125.8M

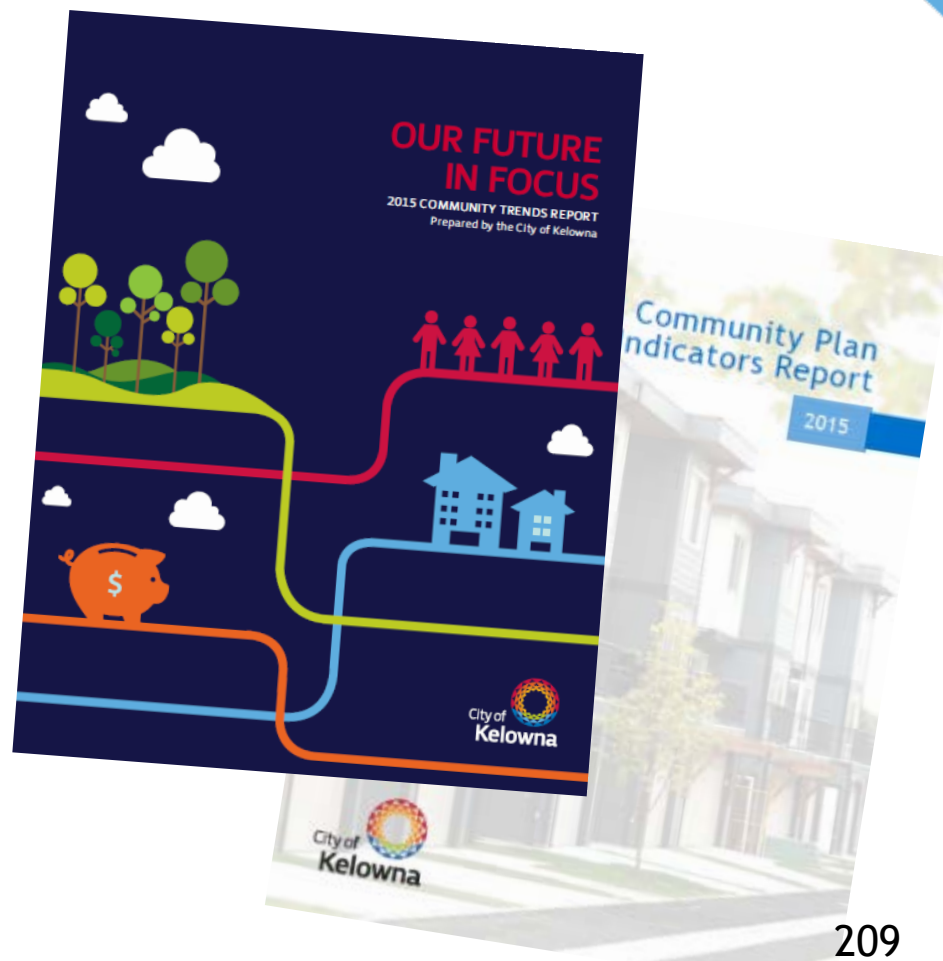
A WELL-RUN CITY

Service requests

- ▶ 21,657 in 2015 (up nearly 7%)
- ▶ 79% completed within five days
- ▶ Top five requests:
 1. Traffic bylaw
 2. Graffiti
 3. Tree maintenance
 4. Potholes
 5. Road signage

A WELL-RUN CITY

- ▶ 2016 budget
- ▶ OCP Indictors Report
- ▶ Downtown Plan update
- ▶ Community Trends Report



Report to Council



Date: February 1, 2016
File: 0710-20
To: City Manager
From: Sandra Kochan, Cultural Services Manager
Subject: 2016 Professional Operating Grants

Recommendation:

THAT COUNCIL receives, for information, the report dated February 1, 2016 from the Cultural Services Manager;

AND THAT COUNCIL approves the 2016 Professional Operating Grants as recommended in the report dated February 1, 2016 from the Cultural Services Manager, for the following organizations:

- \$62,000 to the Okanagan Symphony Society;
- \$36,000 to the Kelowna Ballet Society;
- \$26,000 to the Okanagan Artists Alternative Association (operating as Alternator Centre for Contemporary Art); and
- \$16,000 to the Bumbershoot Children's Theatre Society

Purpose:

To approve distribution of annual grants-in-aid to professional arts organizations.

Background:

On October 5, 2015, Council approved new guidelines for the 2016 Professional Operating Grants. The guidelines were revised in anticipation of the entrance of new organizations into the program in 2016 and subsequent years.

As part of the 2016 budget, Council also approved an additional \$30,000 for the Professional Operating Grant Program, increasing the amount available for distribution from \$110,000 to \$140,000 annually.

The purpose of these grants is to provide consistent and reliable annual support to professional, established non-profit arts and cultural organizations which deliver impactful, quality programs and services, demonstrate sustainable operations and contribute to the realization of the City's cultural vision, principles and goals.

Eligible organizations in this program are active for at least five years with professional artistic and administrative staff leadership, a proven record of delivering quality artistic programs in the community, an annual cash budget of at least \$200,000, and an active Board of Directors with a clear governance role. Professional artistic contributors must be compensated at standard rates.

In previous years, three organizations participated in this program, with 2015 funding levels indicated:

- Okanagan Symphony - \$55,000
- Ballet Kelowna - \$30,000
- Alternator Centre for Contemporary Art - \$25,000

In 2016, Bumbershoot Children's Theatre is a new entrant into the Professional program.

Representatives of all four organizations included in this report will deliver Public-in-Attendance reports directly to Council in the coming months.

Evaluation process:

Pursuant to the program guidelines, the following process was used to evaluate the 2016 Professional Operating Grants:

- 1) Organizations were asked to complete a standard form Organization Report/Information Request and submit required materials to Cultural Services by December 17, 2015. The report and supplementary materials address the published assessment criteria of:
 - o Planning, Leadership & Administration
 - o Artistic Programs and Services
 - o Participation and Impact
 - o Financial Management
 - o Board and Governance
- 2) Following a review of submitted materials, the Cultural Services Manager meets with the Executive Director or Artistic Director of each organization and a member of the Board or Board Executive. During this meeting, review findings are discussed and clarified. It is also an opportunity to engage in broader dialogue about the health of the sector, trends and how the City of Kelowna can improve its service to the sector.

In the preparation of the recommendations in this report, staff have considered the following factors:

- The organization's previous funding history with the City of Kelowna, including how it has responded to previous feedback or suggestions for improvement
- The review findings and subsequent interview
- The assessment criteria published in the program guidelines

Background information to support the funding recommendation for each organization is contained in Schedules A through D. The following is an overview:

- Okanagan Symphony Orchestra - recommended funding increase from \$55,000 to \$62,000, in recognition of increased community outreach activities (particularly the Symphony's popular offerings during Culture Days), expansion of the Youth Orchestra

and Youth Chorus, and leadership in many collaborative initiatives with other local organizations, including preparatory work for a special Canada 150 collaboration with Ballet Kelowna.

- Ballet Kelowna - recommended funding increase from \$30,000 to \$36,000 to support the company's growth in the Kelowna market, with more local performances, increased operating costs for the new studio space and community outreach and programs made possible through public access to the new studio space.
- Alternator Centre - nominal increase from \$25,000 to \$26,000 to recognize the Centre's continuing work, increased attendance and community programming, including the Skin and Bones experimental music series.
- Bumbershoot Children's Theatre - recommended funding of \$16,000 as a first time Professional Operating Grant is consistent with the City's previous funding for the organization through other programs and provides an opportunity, through staff feedback and improved reporting systems, to advance the organization to the 'next level' of administrative, operating and programming excellence in the coming years.

Upon approval of funding recommendations by Council, staff will provide each organization with a funding confirmation letter which sets out the conditions of funding and may contain feedback or suggestions for improvement from the funder's perspective.

Internal Circulation:

Director, Active Living & Culture Division
Communications Supervisor, Communications & Information Services

Existing Policy:

Council Policy 274 - Cultural Policy

Considerations not applicable to this report:

Legal/Statutory Authority
Legal/Statutory Procedural Requirements
Financial/Budgetary Considerations
Personnel Implications
External Agency/Public Comments
Communications Comments
Alternate Recommendation

Submitted by:

S. Kochan, Cultural Services Manager

Approved for inclusion: J. Gabriel, Director, Active Living & Culture Division

Attached:

Schedule A: Okanagan Symphony Orchestra
Schedule B: Ballet Kelowna
Schedule C: Alternator Centre for Contemporary Art
Schedule D: Bumbershoot Children's Theatre

cc:

Director, Active Living & Culture Division

Communications Supervisor, Communications & Information Services
Executive Director, Okanagan Symphony Society
Artistic Director & CEO, Ballet Kelowna
Artistic and Administrative Director, Alternator Centre for Contemporary Art
Artistic Director, Bumbershoot Children's Theatre

Schedule A: Okanagan Symphony Orchestra
Report from the Cultural Services Manager Feb. 1, 2016

Planning, Leadership & Administration:

2015/16 is the Symphony's 56th season. Music Director Rosemary Thomson's contract has been renewed to August 31, 2019, enabling a continuation of her success in developing orchestral talent, and her leadership in programming, artistic collaborations and audience development.

The three-year collective agreement with 20 core musicians will enter a renewal phase at the conclusion of the 2016 season.

Executive Director Robert Barr has completed his first full year with the organization and has implemented a number of administrative improvements which allow the organization to better track its sales data, donations and sponsorships, budgeting and financial forecasting and basic records.

A new staff position dedicated to education and outreach programs strengthens the coordination of the Symphony's many outreach initiatives, and allows the organization to plan for and manage growth in this area.

The organization is working on a three-year Strategic Plan which will engage both Board and staff. Current priorities are to improve cultivation and stewardship of individual and corporate support, explore ways to expand the audience and refine the organization's data collection and baseline operating model to enhance financial planning.

The Symphony is the largest professional performing arts organization in Kelowna and the third largest professional orchestra in the province. This is a mature organization which has strengthened its administrative team in the last year and has embraced the tasks of improving its operations and thoughtfully planning for the future. Within the management team there is a clear understanding of the organization's operating performance and good alignment between artistic practice and resource management.

Artistic Programs and Services:

As a regional orchestra, the Symphony continues to regularly perform in Vernon, Kelowna and Penticton. Some differences between audiences in each centre calls for a careful approach to planning a performance season and striking a balance between introduction of new work by contemporary Canadian composers and continuing to offer well-known classics.

The current 2015/16 season offers:

- six Masterworks concerts, each featuring renowned guest artists - the finale in May, 2016 will fill the stage with 230 singers, a 60-piece orchestra, two pianos and three vocal soloists
- a Christmas celebration featuring guest vocalist Robert Fine
- a Pops concert featuring guest vocalists and the music of Andrew Lloyd Webber
- performances by the Okanagan Symphony Youth Orchestra
- New for 2016 - a series of quintet performances in Rutland, Summerland, Lake Country and West Kelowna - a pilot project which will help to create direct community connection through lower-priced afternoon performances for primarily older audiences.

More information about community outreach is provided in the next section.

Planning for the next season is in progress, with special collaborations and programming in celebration of Canada's 150th Anniversary.

Participation and Impact:

The organization continues to provide an impressive array of programs and services which engage with and connect to the broader community, and provide significant development opportunities for young musicians. Wherever possible, the experiences for young audiences are participatory. Audiences span all ages from pre-school, elementary school, and middle/high school. Offerings include:

- Symphony Storytime - small ensembles of core and youth players perform in an interactive story-telling setting for approximately 125 children aged three to four each year
- In-School Workshops - 14 workshops with a trio of musicians were attended by approximately 3000 students in Penticton. In addition, in-class trio sessions in Fall 2015 were provided at Mt. Boucherie and Kelowna Secondary School in cooperation with Chamber Music Kelowna.
- Education Concerts - over 3000 students from Kelowna, Penticton and Vernon attend a total of six performances. Student performers are featured (for example, 88 young violinists were part of the 2015 performances). In 2016, 12 young violinists will be the featured soloists for Vivaldi's Four Seasons and will benefit from mentoring by guest artist David Greenberg. Teachers receive a comprehensive study guide to accompany the performances.
- Free Performances at the Library - launching with a packed house during Culture Days, four free Saturday afternoon concerts offer 30 minutes of small ensemble performance followed by a 30-minute instrument 'petting zoo' hosted by members of the Youth Orchestra.
- Youth Choir - six existing high-school choirs from throughout the valley are combined to form a Youth Choir (approximately 200 voices) which rehearses extensively with Rosemary Thomson and the Symphony's adult chorus, and performs with the orchestra. This year's final concert will feature the combined youth and adult choruses in a performance of 'Carmina Burana.'
- Okanagan Symphony Youth Orchestra (OSYO) - since 2013, the OSYO has grown from 25 to 80 young musicians who come from all over the Okanagan Valley. In addition to regular and sectional rehearsals, they have an annual 'side-by-side' performance with the orchestra, two concert weekends where the OSYO performs in Vernon, Kelowna and Penticton, and a rehearsal overnight camp experience to launch the season in early September. A bursary, concerto opportunities and a composition program are also offered.
- The Symphony also offers Master Classes with guest artists, clinics with core musicians, public lectures, open rehearsals, community auditions for the Adult Chorus, pre-concert chats and open dress rehearsals.

Since the 2014/15 season, the Symphony has completed or planned collaborations with Ballet Kelowna, Bumbershoot Children's Theatre, Chamber Music Kelowna, Festivals Kelowna, Glenmore Elementary School, Kelowna Secondary School, Mar Jok Elementary School, Okanagan Regional Library, Opera Kelowna, Rutland Secondary School, SD 23, UBCO and Westbank First Nation.

Total audience for the current 2015/16 season is anticipated to exceed 17,000 patrons. Kelowna audiences represent approximately 50 per cent of the total.

Financial Management:

City of Kelowna funding as proposed in this report represents approximately 5.7 per cent of the organization's total budget, similar to previous years.

The BC Arts Council, provincial Gaming and the Canada Council for the Arts continue to provide both operating and project support. The organization's current revenue budget reflects a sustainable balance between earned revenues (47 per cent), public sector support (27 per cent) and donations/sponsorships (26 per cent).

Consistent with previous years, approximately 65 per cent of the overall expense budget is devoted to production and programming costs, with the remainder attributable to administration.

The organization is attuned to financial risks, which include fluctuating ticket sales, potential changes to provincial gaming funding, and changing sponsorship relationships. In order to address these risks the organization is adjusting its programming, building more robust data tracking, improving its systems and processes for donor cultivation and stewardship and gradually accumulating working capital to buffer against changes in the funding environment.

Board and Governance:

The Board membership provides appropriate expertise and relevant community representation for an organization of its size, including legal and financial professionals, and members with extensive experience in the non-profit and arts sectors. The Board recently completed a comprehensive governance and policy manual for the organization and continues to work on additional policy initiatives. The Board is actively engaged in fundraising through events, donor cultivation and development of sponsorship opportunities.

Schedule B: Ballet Kelowna
Report from the Cultural Services Manager Feb. 1, 2016

Planning, Leadership and Administration:

Ballet Kelowna is emerging from a turnaround/transitional phase into a period of stabilization and rapid growth, supported by a sustainable programmatic and operational model.

Moving the company into a new studio space in 2015 has already enabled the development of new programs, events and revenue streams, and will also serve as a platform for audience engagement and sponsorship opportunities.

High level strategies for the next three years are:

- strengthening the organization's capacity through staff, Board and volunteer recruitment and development;
- strengthening the artistic programming with a longer performance season, a new touring model and an array of revenue-generating programs; and
- strengthening the 'Excellence in Motion' brand and exploring new approaches to community engagement.

CEO/Artistic Director Simone Orlando has many strong affiliations and connections within the national and international dance community and this has enabled new opportunities for Ballet Kelowna dancers and special offerings for local audiences.

The recent addition of a full-time Development & Communications Manager will assist the organization in managing growth and capitalizing on revenue and sponsorship opportunities. Further growth in programming and outreach will require the eventual addition of staff to support the Artistic Director.

Artistic Programs and Services:

Ballet Kelowna is establishing itself as a bridge between the local community and high-quality choreography and dance from Canada and North America. The company has grown to six professional dancers and one apprentice dancer.

Program highlights for the 2015/16 season include:

- *The Nutcracker* - seven performances of *The Nutcracker* in December, 2015 continued this seasonal tradition, featuring Ballet Kelowna dancers alongside many students from The Canadian School of Ballet.
- *Boundless* - special student Matinee Preview February 4, public performances February 5 and 6, 2016 - the programme will include the world premiere of 'Now What, Like, When' featuring new choreography (Matjash Mrozewski) and music (Owen Belton) developed in partnership with the Okanagan Boys and Girls Club, Studio 9 and UBC Okanagan. Over 50 youth participated in workshops and contributed their perspectives to the creation of this new work, which will become Ballet Kelowna's new 'Boundless Youth' touring performance for schools in 2016, accompanied by education materials. In addition, the entire *Boundless* program will tour in February and March to six BC communities.
- *Going Home Star: Truth and Reconciliation* - Ballet Kelowna once again offers high-profile professional dance on the Kelowna Community Theatre stage for two performances of this acclaimed production by Canada's Royal Winnipeg Ballet, representing the stories of survivors of the residential school system.

- *Renaissance* - a collaborative multi-disciplinary programme of dance and music created by Ballet Kelowna and Continuum Contemporary Music from Toronto. The programme, entirely performed to live music, includes the world premieres of two newly commissioned contemporary ballets and two remounts. After two performances in Kelowna on April 29 and 30, the program will tour in the spring and fall to at least six cities in British Columbia and Ontario.

Planning for the 2016/17 season is underway, including a special Canada 150 collaboration between Ballet Kelowna and the Okanagan Symphony.

Participation and Impact:

In addition to staged local and touring performances, Ballet Kelowna provides unique opportunities for Kelowna residents to connect and engage with Ballet Kelowna, its dancers and the artform:

- *Launch* - a one-hour informal preview performance with admission by donation which welcomes new and long-time supporters to enjoy a behind the scenes look at the work being created and prepared for the upcoming season. 275 people attended the second annual *Launch* at the Rotary Centre for the Arts on Oct. 28, 2015.
- Open Studio events/rehearsals - as new programs are readied for performance, the public is invited to visit the Ballet Kelowna studio and see the final preparations in the intimate studio setting
- Donor Recognition and Subscriber receptions
- New in 2016 - Adult Ballet Classes taught by Mark Dennis, a Ballet Kelowna dancer have proven to be so popular that more classes were added to accommodate the demand.
- *Dance Break* - during the March spring break, the Ballet Kelowna studio will host up to 20 advanced dancers from throughout the Okanagan Valley who will work through the choreographic process with professional dancers and choreographers.
- *Master Class and Choreographic Workshop Series* - will give advanced dancers and teachers in the region the opportunity to work with international artists who are collaborating with the company.
- *Okanagan Summer Dance Intensive* - in 2016, Ballet Kelowna will, for the first time, assume artistic direction of this three-week course of pre-professional training for aspiring dancers from all over British Columbia and Alberta. The program features daily classes in classical ballet, pointe, repertoire, contemporary dance and improvisation.

As part of its growth strategy, Ballet Kelowna is focused on building its support and audience base in its home market of Kelowna, by increasing the number of local performances, inviting audiences into the studio, and enhancing its local marketing outreach. Touring is not as extensive as in past years but the company's touring performances are now occurring in larger and more prestigious venues such as the Banff Centre, Toronto and the Chutzpah Festival in Vancouver.

Total anticipated audience for the 2015/16 season is approximately 10,000 people, consistent with previous years. 63 per cent of Ballet Kelowna audiences are under the age of 65.

Subscription sales have continued to increase year over year (62% increase between 2013/14 and 2014/15 and another 15% increase for the current season). The organization has 161

members and 2,300 subscribers for its e-newsletter. Revenue from memberships and donations more than doubled between 2014 and 2015.

Financial Management:

The new studio space has generated significant new revenue streams for the organization through the offerings of dance classes, the Summer Dance Intensive, rentals and the ability to increase engagement with community and corporate supporters. Increased earned revenue has allowed the organization to reduce its reliance on event-based fundraising which is resource-intensive and often generates minimal net returns.

The current fiscal year projects a 53 per cent increase in revenues, balanced between earned (34 per cent), public sector (40 per cent) and sponsorships and donations (25 per cent).

62 per cent of the expense budget is dedicated to production costs, consistent with previous years.

The organization has successfully obtained multi-year operating support from the Central Okanagan Foundation, and continues to benefit from significant project grants for commissioning, touring, capital improvements and youth engagement provided by the Canada Council for the Arts, Canadian Heritage, the British Columbia Arts Council and several foundations. Eligibility for operating support from provincial and federal funders is anticipated within the next year.

City of Kelowna funding as proposed in this report represents approximately 6.5 per cent of the organization's total revenues and 16 per cent of its total grant support from all sources.

Board and Governance:

The organization's Board consists of 11 members with a broad range of expertise and experience, including accountancy, public relations, administration, human resources, law and business. The Board functions in a governance capacity with regular financial reporting, participation in strategic planning, and policy development. Through a City of Kelowna Organization Development Grant, the organization is working with consultants to develop an annual development plan and a marketing plan.

Schedule C: Alternator Centre for Contemporary Art
Report from the Cultural Services Manager Feb. 1, 2016

Planning, Leadership and Administration:

The organization is entering its 27th year of operation in Kelowna and remains the largest and most established artist-run centre in the BC interior.

Strategic goals for 2016 include:

- 1) Maintain a high standard of professional programming, exhibiting the work of top emerging professional artists from across Canada through a national call for submissions and a juried selection process;
- 2) Continued development of community programming through improved promotions and enhanced exhibition support; and
- 3) Increasing revenue through fundraising activities, sponsorship and personal donations.

The organization has, through access to multi-year operating funding from the Central Okanagan Foundation, been able to add part-time staff support for the full-time Administrative and Artistic Director. This support is dedicated to community programming and is critical to the organization's efforts to extend its reach into the community and attract further support.

Experienced leadership and administration is in place and no major changes in direction are anticipated for 2016.

Artistic Programs and Services:

The Centre continues to provide a range of opportunities for artists and the public to engage with contemporary art practice:

- a) Professional programming - seven professional exhibitions are planned for 2016, an increase from five exhibitions in 2015. Professional artists provide artist talks and are also encouraged to consider how the exhibition content can be extended beyond the gallery walls into the community through public activities or appearances;
- b) Skin and Bones Experimental Music Series - over 180 people attended five performances of experimental and improvisational music in 2015. The series will expand in 2016 with up to 10 performances planned. Admission fees are nominal (8 to 10 dollars);
- c) Community programming - the Alternator continues to provide significant opportunities for the community to participate in contemporary art practice through:
 - The Intermission Series - four exhibitions coordinated by UBCO students;
 - The AlterKnowledge Discussion Series - nine sessions featuring exhibiting artists, academics and activists in dialogue regarding issues and themes of interest in contemporary art practice;
 - Members Gallery exhibitions - a series of 17 exhibitions for local artists is planned for 2016. For many local artists, the Alternator is a welcoming venue for their first public exhibition of work. Approximately 200 local artists are featured in the main and Members Gallery each year;
 - Annual Members Show and Sale - attracts approximately 400 people each year
 - Draw by Night - the Alternator is a host venue for a group of artists who gather on a regular basis for an evening of drawing and sketching

- d) Special collaborations and events - the Alternator collaborates with other organizations to host community exhibitions relating to specific topics or events. In 2015, the Alternator hosted exhibitions in partnership with the Okanagan Pride Festival and the Central Okanagan Hospice Association.
- e) Fundraising events - a series of four events are planned for 2016, led by volunteer members of the Board of Directors.

Participation and Impact:

The Alternator's central demographic is aged 18 to 35, and the organization tested a number of new and unique events tailored to this group in 2015 which helped to increase Gallery attendance and participation by 27 per cent (9,746 total).

The organization has also reached out to minority groups including ethnic and cultural groups. For example, in 2015, summer student Rishma Johal facilitated a number of activities focused on exploring the lives and stories of migrant workers resulting in dance workshops and a community exhibition and film screening in the Members' Gallery.

Accessibility to Alternator programming is a priority for the organization. Entry to exhibitions is by donation and most events are free. If events do have a fee, it is rarely above \$10 and is always accompanied by a reduced price for members. Memberships are priced affordably at \$35/\$50 annually, with an option to gain membership through twelve hours of volunteer time.

The organization has a robust on-line presence through social media and a dedicated website and issues regular media releases about upcoming exhibitions and events.

Financial Management:

There organization's revenues include substantial support from the Canada Council for the Arts (multi-year operating), the British Columbia Arts Council (annual operating support), the Central Okanagan Foundation (multi-year operating) and provincial Gaming. City of Kelowna funding as proposed in this report represents approximately 19 per cent of total revenues. This is consistent with previous years.

The 2016 operating budget does not reveal any major changes from the previous year's budget. The organization's financial outlook is stable and positive and the Board is focusing on increasing revenue from fundraising activities in 2016. This responds to previous feedback provided by the City of Kelowna and continues progress made by the organization in this regard in 2015.

Board and Governance:

The Canada Council for the Arts, one of the Alternator's major funders, requires that the Board of artist-run centres must be comprised of at least 51 per cent practicing artists. In order to ensure that the Board has the right skill set to provide good governance, the organization has also recruited Board members with skills in accountancy, public relations and academia, and continues to seek out other volunteers with skills in fundraising and volunteer management.

Financial systems, reporting and budgeting processes, with assistance from contracted bookkeeping/financial professionals are in place.

The organization has developed policies, systems and processes to manage various governance functions, including human resources, financial oversight, conduct and ethics, conflict of interest and succession planning.

Schedule D: Bumbershoot Children's Theatre
Report from the Cultural Services Manager Feb. 1, 2016

Planning, Leadership and Administration:

Bumbershoot Children's Theatre is in its 8th season, operating out of its Cannery Lane location in the Cultural District.

Bumbershoot is dedicated to introducing youth and children to the magic of theatre through creative theatre experiences which engage the imagination, intellect and spirit. Learning and education are core values for Bumbershoot's work, with extensive outreach into School District 23 (SD23) classrooms and a range of opportunities for children and youth to actively participate in theatrical production.

The organization has received operating support of \$10,000 annually from the City of Kelowna since 2011 and has also received project grants in 2011 (\$5,000), 2014 (\$3,000) and 2015 (\$5,000).

This is the first year that Bumbershoot has applied for support through the Professional Operating Program.

The organization is led by a full-time Artistic Director, supported by one part-time administrator, six contracted educators and production staff, and an active group of volunteers who provide marketing, front-of-house and production support. Contracted bookkeeping support is in place.

Mainstage productions and classes are core programs for the organization and are well-established. The organization's education and school residency programs are in a growth phase. The demands arising from growth are addressed through:

- the Artistic Director continuing to seek out professional development connections and assistance; and
- the Artistic Director delegating some core programming duties to contracted personnel in order to devote more attention to program growth and development.

Balancing the demands of artistic programming and the resources needed for administrative oversight is always a difficult task for organizations in a growth phase. The City's feedback will include a recommendation that the Board and other volunteers continue to be actively involved in supporting the Artistic Director until the budget allows for more administrative support staff to be hired.

Artistic Programs and Services:

Since its inception, Bumbershoot has developed 10 original productions, including script and music, along with producing many cherished and well-known favourites from children's theatre repertoire each year.

For 2016, programming includes:

- Six mainstage shows - performances of theatre repertoire for young audiences and their families. Casts include both adult and young actors. Professional actors and contributors are compensated at standard rates.

- 10 class offerings per season (Fall/Winter/Spring) reaching all ages - classes with professional instruction include movement and dance, musical theatre, improvisation, and acting and vocal technique.
- Two intakes for the Collaborative Arts for Stage and Theatre (CAST) program. This youth development program provides six months of mentoring for youth aged 10 to 18 in every aspect of performing and producing a live theatre show. Each intake ends with a public performance.
- Spring Break and Summer Camps - Bumbershoot frequently collaborates with other venues such as the Kelowna Art Gallery for these camps which attract hundreds of children each year.
- Summer performances - in partnership with Festivals Kelowna's Parks Alive! program, Bumbershoot has brought free live theatre performances for family audiences to parks throughout Kelowna. (2014: Pirates in the Parks / 2015: The Flower Ball) These special performances feature original scripts and songs created by Bumbershoot's Artistic Director and musical collaborators, encourage fun audience participation, and showcase the talents of local performers of all ages.
- SoundPlay - a series of one-hour immersive experiences, combining sound and music with creative expression. Local musicians, including core players from the Okanagan Symphony Orchestra, were involved in the 2015 program.
- School performances - in 2015, at the invitation of SD23, Bumbershoot delivered 43 performances of its production of Red Riding Hood reaching an audience of over 10,000 students in just 15 days. The production's storyline explored issues of personal safety and supported various curriculum objectives.
- School residencies - in 2016, building on a successful launch in 2015, Bumbershoot will deliver a program for underserved and at risk students at eight schools within SD23. The students learn acting and storytelling techniques which help them gain self-confidence and self-expression.
- Workshops - each year Bumbershoot's Artistic Director invites experienced theatre professionals to Kelowna for a series of workshops open to the arts and theatre communities. Past guests include personnel from Cirque du Soleil, Bard on the Beach, and veterans of Broadway and Stratford stages.

Participation and Impact:

Bumbershoot expanded its physical space in 2015 by taking over an adjoining rental space in Cannery Lane. The new space includes upstairs offices, dressing rooms, costume room and washroom and additional classroom and workshop space. The mainstage space is designed for small audiences of approximately 50-60 people.

Over 18,000 participants and audiences were part of Bumbershoot programs in 2015.

Bumbershoot has a policy of 'no child or family left behind.' Tickets and class registrations are subsidized on a case by case basis.

Bumbershoot specializes in multi-generational and inclusive creative activity which stimulates the imagination and builds belonging. Theatre is a naturally collaborative setting in which participants learn about themselves and about working together. Bumbershoot seeks to counteract the erosion of authentic connection in a 'plugged in' digitally-mediated world by bringing people together to connect, learn and grow, and have fun doing it. Although professionals are involved, the majority of participants are having their first experiences with theatre. Through the last seven years, Bumbershoot's programs have introduced children to

theatre at a very young age; some of those children have remained involved in Bumbershoot for years and now, as young men and women have advanced to more complex and demanding roles and moved on to higher levels of arts education with aspirations of a professional career.

Financial Management:

City of Kelowna funding as proposed in this report represents approximately 7.5 per cent of the organization's 2016 revenue budget, which is balanced between earned revenue (49 per cent) and grant revenue (48 per cent) with a small balance from donations and sponsorships.

The organization's revenues grew by over 20 per cent in 2015.

It should be noted that the organization has received substantial in-kind donations of labour and materials from Home Depot for the expansion of its space which are not reflected in the current budget; budgeting practices will be adjusted to capture this kind of information in future, and it is anticipated that donations and sponsorships will be more accurately reflected in the next fiscal year.

Staff will also encourage the organization to actively participate in the artsVest program which will build skills in sponsorship development and leverage sponsorships with incentive grants.

Bumbershoot is supported by the Central Okanagan Foundation (operating), BC Arts Council (project), provincial Gaming, TELUS, and Kids Care. The organization is exploring other sources of project and operating support in addition to developing a fundraising strategy.

The expense budget will be adjusted in future to more accurately reflect costs attributable to both production and administration.

The organization projects a balanced budget for the current year with targeted growth in earned revenue. Financial statements indicate modest retained earnings from previous years.

Board and Governance:

The six-member Board of Directors includes two youth representatives, both of whom have been active participants for over five years. There are Board vacancies to be filled, and recruitment efforts are focused on Board members who have accountancy, fundraising and marketing experience.

The Board is transitioning toward a full governance model, but until more administrative support is in place for the Artistic Director, Board members will still play an active role in volunteering and supporting various programming and development initiatives.

Monthly financial reporting will occur in 2016. Feedback from the City of Kelowna will include a recommendation that the Board work to fill its vacancies and continue to develop the organization's governance and policy framework. A consultant will be assisting the organization with its Board orientation and manual.

Report to Council



Date: February 1, 2016
File: 0710-20
To: City Manager
From: Sandra Kochan, Cultural Services Manager
Subject: 2016 Cultural Operating and Project Grants

Recommendation:

THAT Council receives, for information, the list of 2016 recipients for cultural General Operating and Project Grants as outlined in the report from the Cultural Services Manager dated February 1, 2016;

AND THAT staff report back to Council with recommendations for disposition of \$5,000 remaining undistributed in the General Operating Program;

AND FURTHER THAT \$7,112 remaining undistributed in the Project Program be used as needed to support 2016 Organization Development Grants;

AND FURTHER THAT staff report back to Council with recommendations for disposition of any Project Program funds remaining undistributed after adjudication of the 2016 Organization Development Grants.

Purpose:

The report provides an update regarding recipients of 2016 cultural General Operating and Project Grants, background information about the grant programs and review process, and includes highlights from final reports provided by 2015 grant recipients.

Background:

The Active Living & Culture Division manages a number of grant programs providing funding to community organizations.

In 2016, cultural Operating and Project Grants totaling \$152,188 will be distributed to local non-profit organization providing arts, culture and heritage programs, services and events.

The list of 2016 General Operating Grant recipients is attached in Appendix A.

2016 Project Grant recipients are listed in Appendix B.

Guidelines and the arms length evaluation process for both of these programs, including changes made for the 2016 grant cycle, were approved by Council on [October 5, 2015](#) with direction to staff to provide this information report about 2016 recipients and an overview of the benefits achieved from the 2015 grants.

Appendix C summarizes the evaluation process and the respective roles of City staff and the Central Okanagan Foundation.

Appendix D provides highlights from Final Reports provided by 2015 recipients of General Operating and Project Grants and demonstrates the benefit and impact of these grants in the community.

Appendix E is an overview of grant activity in these programs for the last seven years, comparing the number and value of applications and the number and value of grants awarded.

Internal Circulation:

Director, Active Living & Culture Division
Communications Supervisor, Communications & Information Services
Financial Planning Manager

Existing Policy:

This report is submitted pursuant to Council Policy 274 (Cultural Policy).

Financial/Budgetary Considerations:

Funds in the General Operating & Project Programs are typically fully allocated by grant review committees, but occasionally, due to a range of factors, a small amount of funding may remain unallocated in either or both programs.

Staff will report back to Council upon completion of the grant intake for Organization Development Grants (application deadline April 29, 2016) with information and recommendations regarding any remaining undistributed funding from the General Operating and Project Programs. A policy/guideline amendment providing for automatic carryover of undistributed funding is consistent with practices used in other Active Living & Culture grant programs, and will ensure that grant funding will continue to be used to support the work of arts, culture and heritage organizations in the community.

Having additional funds will be beneficial for the 2017 grant cycle, to address the anticipated increase in requests for support of Canada 150 initiatives.

External Agency/Public Comments:

This report has been prepared in consultation with the Central Okanagan Foundation in their role as contracted administrator of the arms length review process for these grants.

Considerations not applicable to this report:

Legal/Statutory Authority
Legal/Statutory Procedural Requirements
Personnel Implications

Communications Comments
Alternate Recommendation

Submitted by:
S. Kochan, Cultural Services Manager

Approved for inclusion: J. Gabriel, Director, Active Living & Culture Division

Attachments:
Appendix A: 2016 General Operating Grant Recipients
Appendix B: 2016 Project Grant Recipients
Appendix C: Grant Evaluation Process
Appendix D: Highlights from 2015 Final Reports
Appendix E: Summary of Grant Activity 2010-2016

cc:
Director, Active Living & Culture Division
Communications Supervisor, Communications & Information Services
Financial Planning Manager
Director of Grants & Community Initiatives, Central Okanagan Foundation

Appendix A - 2016 General Operating Grant Recipients
Report from Cultural Services Manager, February 1, 2016

	ORGANIZATION (* denotes new recipient)	2016 OPERATING GRANT	DESCRIPTION
1	Cool Arts Society	\$10,000	Provides arts experiences for adults and teens with 'diversabilities' through workshops, projects and exhibitions.
2	Centre Culturel Francophone de L'Okanagan	\$10,000	Owns and operates the French Cultural Centre and provides programs which share and celebrate French culture in Canada.
3	Ponderosa Spinners, Weavers & Fibre Artist Guild	\$1,000	Fosters fibre arts through public demonstrations, classes and hands-on educational program for SD23 Grade 3 classes.
4	Kelowna Community Music School Society	\$8,500	Over 550 students benefit from private and group lessons, with many opportunities to perform in the community.
5	Opera Kelowna Society	\$15,000	Professional regional opera company and training centre for young and promising artists.
6	Chamber Music Kelowna	\$9,000	Annual performance series which brings acclaimed classical performers to Kelowna. Outreach to youth through classes, workshops and school performances.
7	New Vintage Theatre Society	\$7,000	Professional theatre offering stage productions, career development for actors and playwrights and special events.
8	Sing For Your Life Foundation*	\$4,000	Improves the health and wellbeing of older citizens through coordination of Silver Song Groups, which provide regular sessions of participatory singing and music-making primarily for seniors who are aging in place/at home.
9	Okanagan Chinese Canadian Association	\$6,800	Builds public appreciation of Chinese culture through classes, events and welcome of new arrivals.
10	Central Okanagan Heritage Society	\$10,000	Owns, operates and maintains several heritage buildings and delivers a range of heritage programs and services.
11	Kelowna City Concert Band Society	\$6,000	50 musicians of all ages, both amateur and professional, perform at a variety of events such as Canada Day and Remembrance Day.
12	Okanagan Historical Society	\$10,000	Operates and maintains the Father Pandosy Mission site and provides services which share the story of the site with visitors.
13	Society of Friends of the Early Music Studio* (previously funded in 2012)	\$2,000	Specializes in public performance of early music on rare period instruments, both restored and built to historic specifications. Students and researchers gain access to unique repertoire and instruments.
14	Okanagan Festival Singers	\$4,000	Produces and performs large-scale choral works, often in collaboration with other groups and the Symphony.
15	Okanagan Society of Independent Filmmaking* (previously funded in 2013)	\$1,000	Artist-run cooperative offers artistic development, screenings, workshops, equipment and on-set experience in the cinematic arts.
	TOTAL AWARDED	\$104,300	
	TOTAL AVAILABLE	\$109,300	
	BALANCE REMAINING	\$5,000	

Appendix B - 2016 Project Grant Recipients
Report from Cultural Services Manager, February 1, 2016

	ORGANIZATION & PROJECT (* denotes new recipient or project)	2016 PROJECT GRANT	DESCRIPTION
1*	Alliance for Equality of Blind Canadians - Disability Theatre from the Inside Out - performances on October 22 and 23, 2016 at the Rotary Centre for the Arts	\$1,500	Premier stage production of a new play 'To See or Not to See' written by Ruth Bieber, a local artist who 'happens to be blind' (in her own words). The casting will include actors with disabilities and lived experience of mental illness. The production will provide sign language interpretation as well as technical supports for deaf or sight impaired audiences. Project has substantial support from the Canada Council for the Arts.
2*	BC Old Time Fiddlers - 2016 Provincial Fiddle Contest - June 2 to 5, Rutland Activity Centre and Rutland Centennial Hall	\$4,000	The organization will host the provincial contest for the first time and attract more than 400 competitors and audience members for a range of workshops and performances. Special guest artists include award winning fiddlers and musicians Calvin Vollrath, Mark Sullivan and Daniel Lapp. Winning contestants will represent BC at the Canadian Grand Masters Contest.
3	Centre Culturel Francophone de L'Okanagan - Nuit Blanche - during Culture Days Sept. 30 to Oct. 2, 2016	\$8,000	Nuit Blanche is a late-night event of multidisciplinary arts and culture installations and performances in several locations in the Cultural District and downtown Kelowna. It occurs during national Culture Days. Outdoor light projections which were tried for the first time in 2015 will continue in 2016 in a number of prominent locations.
4*	Cool Arts Society - We Are Citizens - October 6 to 22, 2016 - Rotary Centre for the Arts	\$4,306	An invitational juried art exhibition with the theme of citizenship, featuring artwork by artists with diversabilities from five established Disability Art centres in British Columbia and Alberta. 'Citizenship' within the field of community living includes the concepts of love, freedom, money, home, help, life and purpose. The exhibition will be accompanied by a colour catalogue. The initiative seeks to continue in 2017 (extending the invitation to the rest of Canada) and 2018 (international).
5*	Kelowna Community Resources - Leadership Through Creative Arts - April to June, 2016 - various locations	\$1,582	A youth leadership art initiative connecting youth who have immigrated to Canada and are new to Kelowna, and the local arts community. 10-15 newcomer youth aged 12-18 will participate in 12 workshops facilitated by a professional artist, culminating in a public exhibition.
6	Ki-Low-Na Friendship Society - National Aboriginal Day - June 21, 2016 - downtown Kelowna	\$4,000	1500-1800 people are expected to attend this annual celebration which shares Aboriginal culture and tradition with the public. Unique additions for 2016 include a showcase of prominent Aboriginal women, an interactive, traditional game called Lahal, creation of a mural, and in partnership with the RCMP, canoe trips around Okanagan Lake.
7*	Kiwanis Music Festival Society - Kiwanis Music Festival - March to May, 2016 - Rotary Centre for the Arts and Creekside Theatre - Gala Concert on May 15, 2016	\$7,500	2016 will mark the 90 th anniversary of the Kelowna Kiwanis Music Festival, offering competition in 12 separate performing arts disciplines in dance, speech and music, and over 150 different classes, culminating in a public Gala concert. A special anniversary Concert and reception is also planned, featuring Festival alumni who have gone on to successful performance careers. 2000 participants are anticipated.
8	New Vintage Theatre Society - Kelowna Fan Xpo (KFX) - March 18-19, 2016 - Kelowna Community Theatre and other Cultural District venues	\$7,500	Performances, workshops, keynote speakers, contests, panel discussions, displays and exhibitions, in an all-inclusive, family friendly event which celebrates animation, cosplay and pop culture: 'Fringe Festival meets Comic Con.' Unique features for 2016 include the Empire Movie Props collection on display at KCT, a live taping of the CBC Radio comedy 'The Irrelevant

			Show,' Cosplayer Meet Ups and a kids maker space. Anticipated attendance: 1200
9	Okanagan Pride Society - Okanagan Pride Festival at the Beach - during Pride Week August 6-13, 2016 - City Park on August 13, 2016.	\$8,000	A one day community event during annual Pride Week, including a Pride March, entertainment, vendor fair, children's play area, Pooches on Parade and beer garden. The theme is diversity and inclusion. Anticipated attendance: 3000+
10	Society of Canadian Visual Artists - Okanagan Art Symposium - Okanagan College on May 14, 2016.	\$1,500	One day program of talks, demonstrations and workshops featuring professional artists sharing their knowledge in an interactive and informal manner with an anticipated audience of over 100 artists and art patrons.
	TOTAL AWARDED	\$47,888	
	TOTAL AVAILABLE	\$55,000	
	BALANCE REMAINING	\$7,112	

Appendix C - Grant Evaluation Process Report from Cultural Services Manager, February 1, 2016

The Central Okanagan Foundation has worked with Cultural Services since 2010 to administer an arms-length, independent evaluation process for both Operating and Project grants. This relationship is governed by an annual Memorandum of Agreement.

Highlights from the agreement:

- The Foundation recruits and trains the Review Committees, provides applications to the committee members, and convenes and facilitates the committee meetings where grant recommendations are formulated;
- The Foundation forwards grant recommendations to City staff;
- Cultural Services staff are responsible for the grant program guidelines, forms, information workshops, working with applicants, and distribution of funds.
- The annual fee paid to the Foundation is \$10,000, from the Cultural Services budget.

Arms-length review and the role of independent review committees:

External, independent, arms-length review of grant applications is a principle enshrined in most public sector arts funding programs. It assures funders, applicants and the public that the review process is fair, transparent and independent:

Fair:

- review by people who understand the cultural sector or the particular artistic discipline
- review based solely on the merits of the application within the program guidelines and criteria
- equal opportunity to all applicants; all applicants are treated in the same way

Transparent:

- program guidelines and criteria are clear and publicly accessible
- applicants have access to information and assistance before, during and after the application process
- a declared process and documentation provide assurance that funding decisions are made in an accountable manner

Independent:

- applicants know that their applications are evaluated based on declared criteria free from other pressures and influences

Composition of the review committees:

The Central Okanagan Foundation, in consultation with Cultural Services, determines the composition of grant review committees. Six committee members (with alternates) are selected for each program, based on their experience, merit and familiarity with grant processes and the local arts, culture and heritage community. Since 2011, an experienced cultural non-profit professional from Vancouver has been invited to participate as a reviewer for both Operating and Project grants.

The review process:

The committees' work is governed by grant program guidelines, orientation by the City of Kelowna and Terms of Reference prepared by the Central Okanagan Foundation. The Terms of Reference provide clear direction in the event that a real or perceived conflict of interest arises. Committee meetings are chaired by the Foundation's Director of Grants and Community Initiatives, and committee feedback is captured in minutes recorded by the Foundation. Cultural Services staff are present at meetings as observers and to provide information support, but do not have a part in funding decisions. Grant awards are developed by consensus of the committee members, based on the program criteria, information in the application, assessment scores and discussion.

Appendix D - Highlights from 2015 Final Reports
Report from Cultural Services Manager, February 1, 2016

Recipients of Operating and Project Grants must provide a Final Report as a condition of City support. Information from the Reports is helpful to Cultural Services in documenting successes, levels of participation and community impact. Highlights from 2015 Final Reports appear below. Not all recipients are included; each category samples a large, medium and small grant.

2015 OPERATING GRANTS	
Recipient & Amount	Report Highlights
Opera Kelowna Society - \$15,000	Opera Kelowna presented its first fully staged opera, <i>The Marriage of Figaro</i> , at the Rotary Centre for the Arts on August 14-15, 2015 to an audience of over 650 people. They also partnered with UBCO and Festivals Kelowna to present two free outdoor concerts in August 2015 to audiences of over 1,000 people.
New Vintage Theatre Society - \$7,000	New Vintage Theatre presented six episodes of their live improvised parody soap opera 'As The Sun Burns' at the Black Box Theatre in 2015, in addition to four main stage productions for a total audience of over 3,100 people. New Vintage partnered with Shaw TV to produce and tape 25 episodes of 'As The Sun Burns' as a series for local viewers. The City grant helped to support the costs of theatre rental and rehearsal space for the society.
Dolyna Ukrainian Cultural Society - \$1,500	Funding from the City helped Dolyna Ukrainian Cultural Society hire choreographers to create new dances for their adult and children's dance programs. In May 2015, students competed in the 19 th Annual BC Ukrainian Dance Festival in Mission BC resulting in their best showing yet.
2015 PROJECT GRANTS	
Centre Culturel Francophone de l'Okanagan - Nuit Blanche - \$10,000	The project grant helped the Centre Culturel Francophone de l'Okanagan host this late night festival during Culture Days, 2015. Using 3D mapping technology, artists created six different light art installations that were projected onto the sides of buildings in the downtown area. Over 2,000 people participated.
Okanagan Korean Culture and Knowledge Society - Madang Festival - \$3,950	The Society held their first Madang Festival June 13-14, 2015. Over 1,000 Kelowna residents joined the two-day celebration, learning about Korean culture through food, games and performances of Taekwondo, Talchum (traditional mask dance), Korean drumming and fan dance. A free community Korean drumming workshop was held outside the Rotary Centre for the Arts on the first day. Funding helped to support the cost of artist fees and venue rentals.
Okanagan Historical Society (Father Pandosy Mission Committee) - Bilingual Interpretive Signage - \$2,500	New bilingual (French/English) signage was installed on the Father Pandosy Mission site in recognition of the role of Father Pandosy and the French speaking pioneers played in the development of the original settlement. The committee worked closely with Francophone Affairs BC and local community groups to collaborate on the appropriate French interpretation of the existing English signage. The City grant was used for the design and installation of the period appropriate signs.

Appendix E - Summary of Grant Activity 2010-2016
Report from Cultural Services Manager, February 1, 2016

YEAR	DETAILS	OPERATING	PROJECT
2010	\$ available	\$80,000	\$70,000
	# of applications	15	28
	\$ requested	\$133,200	\$292,274
	# of grant awards	12	15
	\$ total awards	\$77,500	\$67,500
2011	\$ available	\$110,000	\$70,000
	# of applications	21	22
	\$ requested	\$177,700	\$134,825
	# of grant awards	16	12
	\$ total awards	\$95,200	\$70,000
2012	\$ available	\$110,000	\$70,000
	# of applications	20	24
	\$ requested	\$186,370	\$141,488
	# of grant awards	18	17
	\$ total awards	\$110,000	\$70,000
2013	\$ available	\$111,500	\$65,000
	# of applications	22	17
	\$ requested	\$190,900	\$100,457
	# of grant awards	17	13
	\$ total awards	\$111,235	\$65,000
2014	\$ available	\$110,000	\$65,000
	# of applications	17	16
	\$ requested	\$133,800	\$107,407
	# of grant awards	15	10
	\$ total awards	\$102,300	\$51,550
2015	\$ available	\$109,300	\$70,000
	# of applications	19	18
	\$ requested	\$160,500	\$119,210
	# of grant awards	15	15
	\$ total awards	\$109,300	\$70,000
2016	\$ available	\$109,300	\$55,000 ¹
	# of applications	15	12
	\$ requested	\$132,250	\$80,713
	# of grant awards	15	10
	\$ total awards	\$104,300	\$47,888
	Balance--carryover to 2017	\$5,000	\$7,112

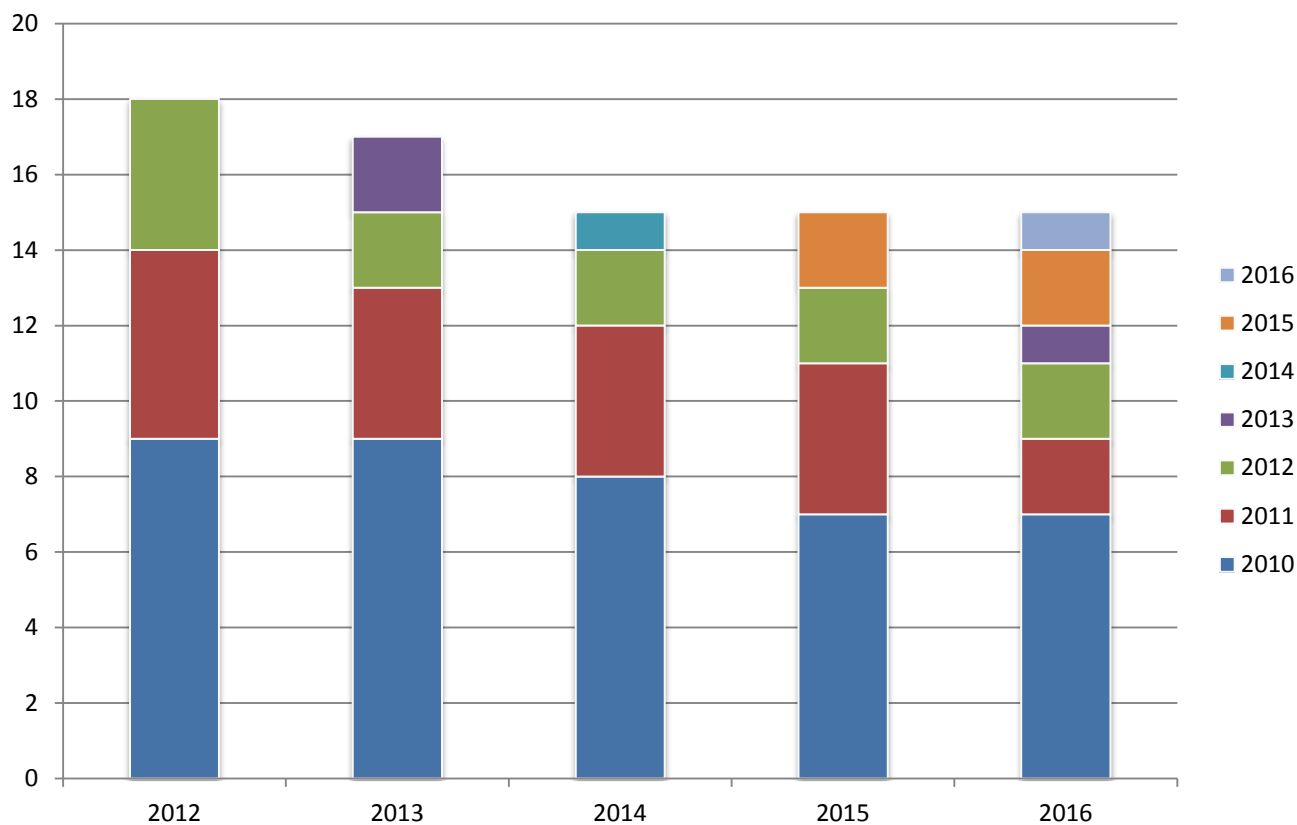
¹ On October 5, 2015, Council supported a re-allocation of \$15,000 from the \$70,000 Project Grant Program to support Organization Development Grants, which have an application deadline of April 29, 2016. Organization Development Grants were formerly part of the Project Program and now have an expedited intake and review process to allow for more convenient access by operating grant recipients in the same year.

2016 CULTURAL GRANTS

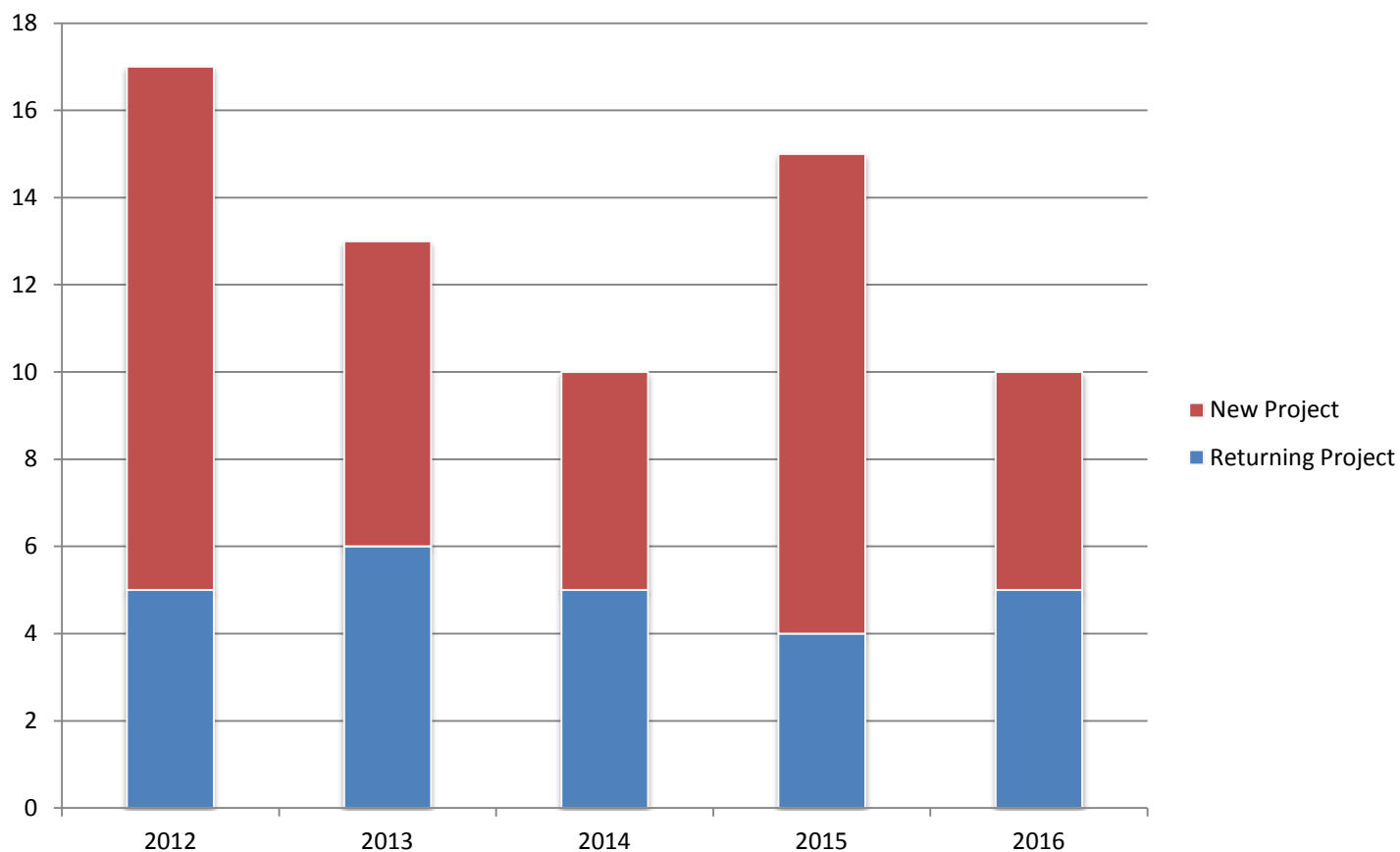
February 1, 2016



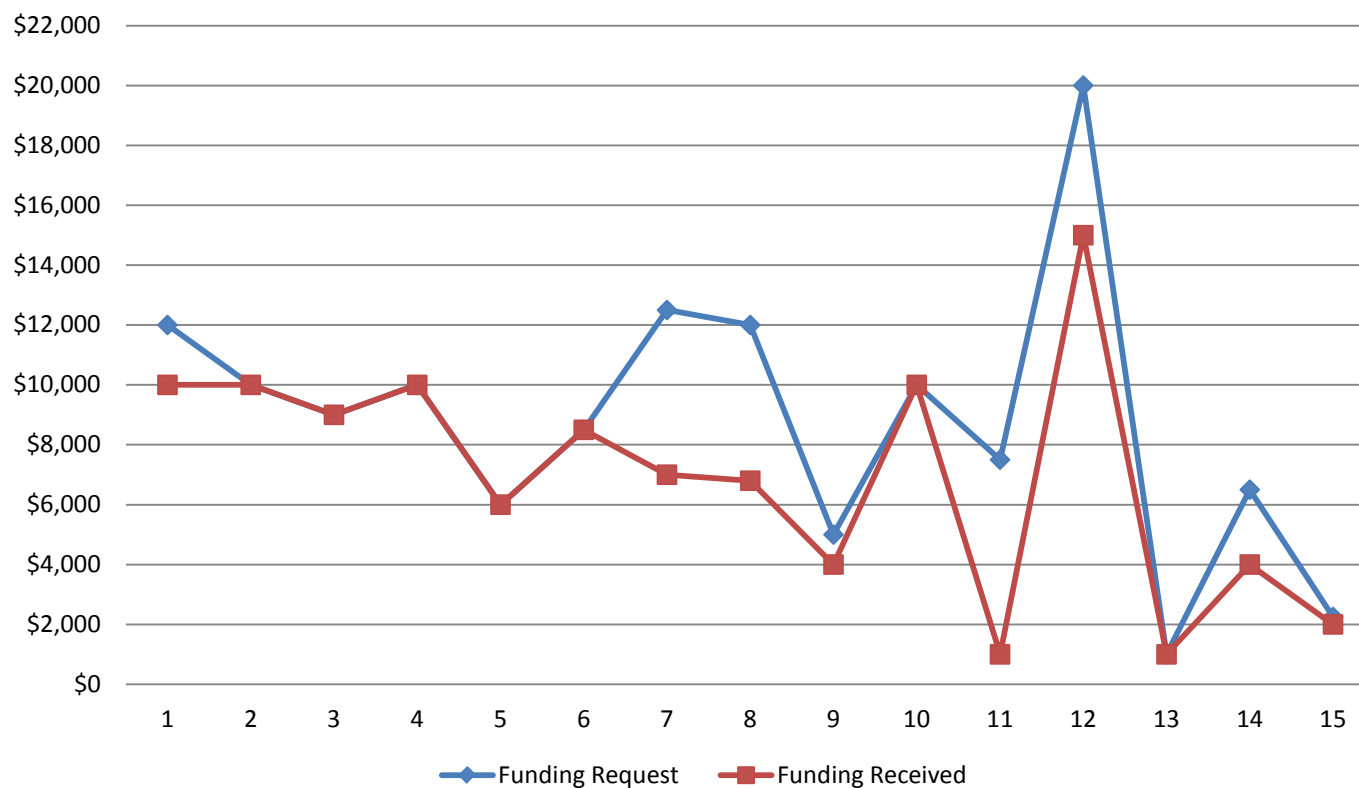
OPERATING GRANTS - NEW ENTRANTS



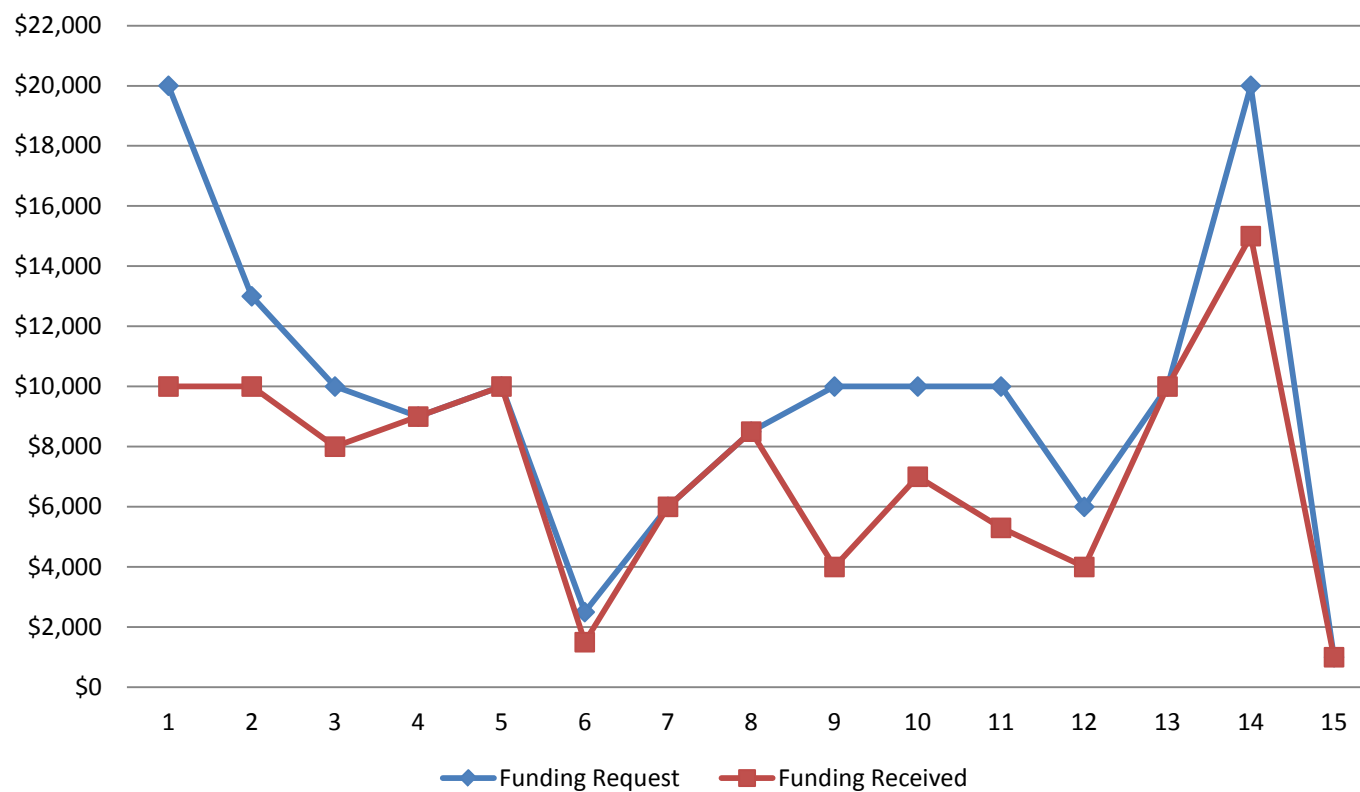
PROJECT GRANTS - NEW ENTRANTS



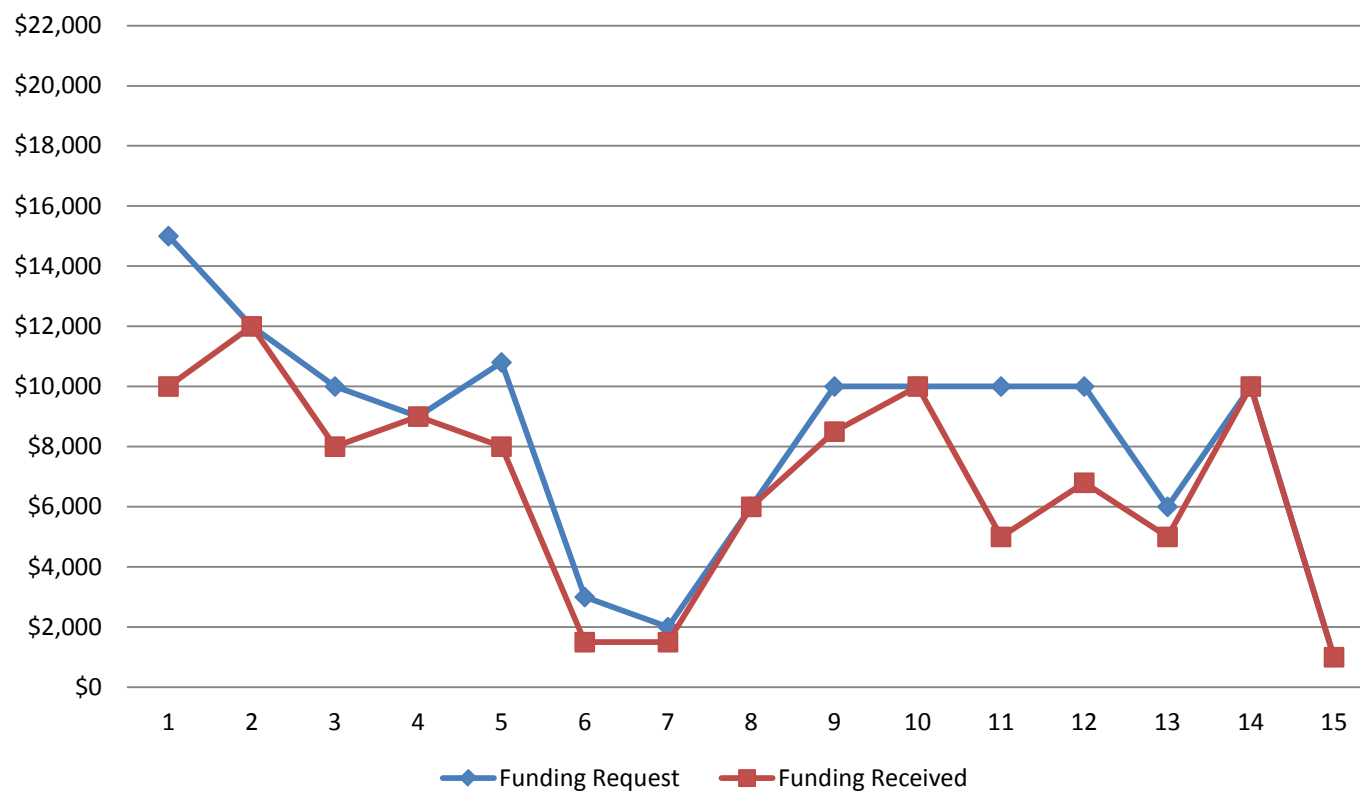
OPERATING GRANT AWARDS FOR 2016



OPERATING GRANT AWARDS FOR 2015



OPERATING GRANT AWARDS FOR 2014



2016 OPERATING GRANT AWARDS

- ▶ In 2016, 100% of the Operating Grant applicants received funding
- ▶ More applicants received their full funding requests this year than in previous years
- ▶ On average, 79% of the total request made by applicants is awarded each year

LEVERAGE

\$212,300 (2014 City operating support) for 18
cultural organizations

=

6.8% of their aggregate revenues from all sources
(93% other sources)

QUESTIONS?



Report to Council



Date: February 01, 2016
Rim No. 0610-53
To: City Manager
From: Community & Neighbourhood Services Manager
Subject: Youth Development and Engagement Grant

Recommendation:

THAT Council receives, for information, the report from the Community & Neighbourhood Services Manager dated February 01, 2016, which outlines Youth Development and Engagement Grant Guidelines;

AND THAT Council approves the Youth Development and Engagement Grant Guidelines and directs staff to implement the Youth Development and Engagement Grant as outlined in the report dated February 01, 2016;

AND FURTHER THAT COUNCIL approves re-allocation of funding for the Mayor's Youth Forum to the Youth Development and Engagement Grant Program.

Purpose:

To seek Council approval to implement a Youth Development and Engagement Grant with program funding from the Mayor's Youth Forum.

Background:

During the November 16, 2015 Council meeting, Council approved, in principle, the development of a Youth Development and Engagement Grant. Council directed staff to prepare grant guidelines and to report back to Council.

The Youth Development and Engagement Grant cultivates leadership development and civic engagement through facilitating youth-led projects that improve the quality of life in Kelowna.

This grant program is intended to foster the potential in youth by providing them with support in the development and delivery of projects that enhance their neighbourhood environment and contribute to its vitality.

A key component of this program is mentorship. Research indicates that mentoring youth had as much or more benefit than the monetary sum given through a grant. Youth will have ownership of the projects, but the support of a mentor will help ensure success in the delivery of the project and will contribute to the development of the youth. The mentorship component provides the opportunity for youth to develop transferable skills that will support their ability to continue to contribute to the community that they live in.

Grant Framework

The Youth Development and Engagement Grant will be administered through the Strong Neighbourhoods Program and the mentorship component will be provided by a Neighbourhood Development Coordinator. Both programs have similar objectives (fostering opportunities for connection and engagement), and one of the best practices identified through the Strong Neighbourhood initiative was the establishment of grant programs that empower residents.

Grant Framework:	
Program Concept	<ul style="list-style-type: none"> • Support youth-led projects that foster connection and engagement • Empower youth to make their neighbourhoods even better places to live • Provide youth with mentoring • Connect youth to civic objectives
Desired Outcomes	<ul style="list-style-type: none"> • Youth are inspired, engaged and empowered to create the best city they can imagine • Youth lead the development and delivery of neighbourhood enhancement projects • Increase participation by youth in neighbourhood based initiatives • Increased civic engagement by youth
Mentoring Component	<ul style="list-style-type: none"> • Input and guidance throughout the project; developing project concept, filling out grant application, establishing project plan and implementing project • Workshops that cover topics such as; project management (timelines & action plans), volunteer recruitment, budgeting
Civic Engagement	<ul style="list-style-type: none"> • During Civic Week youth will attend a council meeting and receive orientation to Council; function, protocols and priorities • Youth participate in presenting annual report to Council regarding that years grant
Grant Funding	<ul style="list-style-type: none"> • \$5,000 available annually • Up to \$1,000 per grant • Matching requirement (including in-kind contribution)
Eligibility	<ul style="list-style-type: none"> • Youth-led project • Commitment of a minimum of three youth, 13-19 years of age (project team) • Residents of Kelowna and live in the area of the proposed project (project team) • Project sponsor if all member of the project team are under 19 years of age
Criteria	<ul style="list-style-type: none"> • Enhance one or more drivers of neighbourhood attachment: aesthetics, leadership, safety, social offerings or relationships • Foster neighbourhood participation • Participation in workshops
Uses of funds	<ul style="list-style-type: none"> • Purchase or rental of equipment and materials • Contract services • Promotional materials • Training
Approval Process	<ul style="list-style-type: none"> • Internal staff evaluation and approval based on criteria • Successful applicants would be required to sign a letter of agreement that outlines the terms and conditions of the grant
Evaluation	<ul style="list-style-type: none"> • Successful applicants will be required to complete a project evaluation form

Timeline

The timeline for the inaugural year (2016) will be different than in subsequent years. The deadline for submitting applications for 2016 grants will be April 15, 2016. The deadline for submitting applications in the future will be the last Friday of November. For 2017 grants the deadline for submissions will be November 25, 2016.

Timeline	Inaugural Year (2016)	Subsequent Years
Promote Grant Program	March	September through November
Community Information Session	March 14-18	Last week of October
Application Intake Deadline	April 15	Last Friday of November
Application Review Process	April 18-22	December
Grants Awarded	April 25-29	January
Mentorship Workshops	May & June	February through April
Grant Projects Delivered	July & August	April through July
Program Celebration	August	August
Program Evaluation	August	August

The Youth Development and Engagement Grant will provide youth the opportunity to enhance their community and the quality of life in our neighbourhoods, which supports the Council priority of ensuring a healthy, safe, active and inclusive community through strong neighbourhoods.

Internal Circulation:

Divisional Director, Active Living & Culture; Communications Advisor, Communications & Information Services; Revenue Manager, Financial Services; Deputy City Clerk; Cultural Services Manager, Active Living & Culture;

Financial/Budgetary Considerations:

There will be no financial impact to the City due to re-purposing base funding from the Mayor's Youth Forum. The \$15,000 currently in base budget for the forum will be utilized to provide this program. Budget areas will include grant funds, staff support (mentoring), promotional material and celebration event.

Budget Item	Amount (\$)
Grant Funds available	\$5,000
Staff wages - mentorship support for grant applicants	\$8,000
Marketing & Communication	\$1,000
Celebration Event	\$1,000
Total Funding	\$15,000

Personnel Implications:

The Youth Development and Engagement Grant will be administrated by the Neighbourhood Development Coordinators. A Coordinator will be assigned to work with each of the applicants in order to provide support and mentoring as well as facilitate the delivery of the workshops.

Communications Comments:

A communication plan will be developed by Communications and the Neighbourhood Development Team to inform the public about the Youth Development & Engagement Grant.

Considerations not applicable to this report:

Legal/Statutory Authority

Legal/Statutory Procedural Requirements

Existing Policy

External Agency/Public Comments

Alternate Recommendation

Submitted by:

L. Roberts, Community & Neighbourhood Services Manager

Approved for inclusion: J. Gabriel, Divisional Director, Active Living & Culture

Attachments:

Youth Development & Engagement Grant Guidelines

Power Point Presentation

cc: Divisional Director, Active Living & Culture

Divisional Director, Finance Services / Corporate Protective Services

Divisional Director, Communications & Information Services

Youth Development and Engagement Grant GUIDELINES

Application Deadline: April 15, 2016

If you have questions after reviewing these guidelines, you can obtain more information from Community and Neighbourhood Services staff. Please contact staff well in advance of the deadline:

Strong Neighbourhood Program
(250) 470-0636
neighbourhoods@kelowna.ca

Submit required materials by the deadline to:

Strong Neighbourhoods Program
City of Kelowna Community and Neighbourhood Services Branch
Glenmore Office*
#105 - 1014 Glenmore Drive
Kelowna, BC V1Y 4P2
HOURS: Monday to Friday, 8:30 a.m. to 4:30 p.m.
**located at the corner of Mountain Avenue and Glenmore Drive*

CITY OF KELOWNA COMMUNITY AND NEIGHBOURHOOD SERVICES

Community & Neighbourhood Services delivers a broad spectrum of sport, recreation and cultural programs throughout the community. It provides a wide range of multi-age programming for individuals of all abilities and social-economic levels that promote active lifestyles and neighbourhood connectivity.

GUIDING PRINCIPLES

- It takes citizens who are inspired, engaged and empowered to create strong neighbourhoods.
- One of the best practices for fostering connection and engagement is the establishment of grant programs that empower residents.
- Mentoring youth provides as much or more benefit than the monetary sum given through a grant.
- Mentorship provides the opportunity for youth to develop the transferable skills that will support their life-long ability to continue to contribute to the community they live in.

STRATEGIC ALIGNMENT

This program supports:

- The City's Mission of leading the development of a safe, vibrant and sustainable city.
- The Corporate Plan of engaging communities.
- The Council Focus of ensuring a healthy, safe, active and inclusive community.

The Youth Development and Engagement Grant is one of many grants and support programs provided by Active Living and Culture and the City of Kelowna. Information about other grant opportunities is available on the:

- City of Kelowna's website: kelowna.ca
- Strong Neighbourhood Program's webpage: kelowna.ca/neighbourhoods

1.0 THE YOUTH DEVELOPMENT AND ENGAGEMENT GRANT

The Youth Development and Engagement Grant supports Council's priority in "ensuring a healthy, safe, active, and inclusive community" and recognizes that youth engagement is essential to neighbourhood vitality. The Grant is designed to empower youth to support City objectives, participate in civic engagement, receive mentorship, and shape their neighbourhoods by leading neighbourhood enhancement projects.

1.1 *Purpose*

The purpose of the Youth Development and Engagement Grant is to cultivate leadership capacity and civic engagement through facilitating youth-led projects that improve the quality of life in Kelowna.

Additionally, this program is intended to foster the potential in youth by providing them with support in the development and delivery of projects that enhance their neighbourhood environment and contribute to its vitality.

1.2 *Desired Outcomes*

- Kelowna youth will be inspired, engaged and empowered to create the best city they can imagine.
- Youth will lead the development and delivery of neighbourhood enhancement projects.
- Participation by youth in neighbourhood based initiatives that contribute to the quality of life at a neighbourhood level will increase.
- Youth attachment to the community will be deepened and strengthened.
- Increased civic engagement by youth.

1.3 Definitions

For the purposes of the Youth Development and Engagement Grant:

- *Neighbourhood* refers to the immediate area that surrounds someone's residence, as defined by each individual.
- *Youth* refers to anyone between the ages of 13-19 years.
- *Sponsor* is defined as someone 19 year of age or older who agrees to be legally responsible for the grant funds and ensuring the terms of the Letter of Agreement are met.

2.0 STRONG NEIGHBOURHOODS PROGRAM

The focus of the Strong Neighbourhoods Program is on fostering connection and engagement at the neighbourhood level. One of the best practices identified through this initiative is the establishment of grant programs that empower residents.

2.1 Relationship

The Strong Neighbourhoods Program and the Youth Development and Engagement Grant share similar objectives and a common grant framework.

2.2 Focus areas

In a 2014 community survey, residents of Kelowna identified five key drivers of neighbourhood attachment, shown in the table below. Applications will need to demonstrate how projects will enhance one or more of these drivers.

Focus Area	Objective
Aesthetics	Enhance the built or natural environment.
Leadership	Increase the capacity of neighbours/neighbourhoods to implement projects/events.
Safety	Improve safety and residents' sense of safety, especially in terms of moving safely through the neighbourhood.
Social Offerings	Generate new opportunities for neighbours to gather, have fun and connect.
Relationships	Create opportunities for neighbours to connect, especially new or isolated neighbours.

3.0 ELIGIBILITY

To be eligible an applicant needs to:

- Be 13-19 years of age.
- Reside in Kelowna.
- Indicate commitment from two other youth from the same neighbourhood who will co-lead the proposed project.
- Live in the neighbourhood where the proposed project would take place.
- Identify a project sponsor if all member of the project team are under 19 years of age.

4.0 FUNDING

4.1 Available Funds

- \$5,000 available annually.
- Grant of up to \$1,000.
- If all funds are not awarded during a grant cycle, applications received after the deadline which meet all other criteria will be considered on a 'first come, first served' basis.

4.2 *Acceptable Funding Uses*

- Equipment, materials and other items that will not revert back to private ownership.
- Contract services from outside the neighbourhood, e.g., master gardener, journeyman carpenter or artist. These services are only fundable if there is no individual within the neighbourhood willing or able to donate the necessary expertise.
- Promotional material and translation services.
- Equipment rental.
- Training for skills required for projects e.g., Foodsafe.

4.3 *Non Fundable Expenses*

- Retroactive expenses.
- Any item that will revert to private ownership.
- Travel expenses.
- Fundraising activities.
- Volunteer honorariums.
- Any project in contravention of City bylaws.

5.0 PROGRAM TIMELINES

Timeline	
Program Promotion	September through November
Community Information Session	Last week of October
Application Intake	Last Friday of November
Application Review	December
Grants Awarded	January
Mentorship Workshops	February - March - April
Grant Project Delivery	April through July
Report to Council on grants awarded, recipients attend Council Meeting	May (Civic Week)
Final Report on grants projects, recipients present to Council	August
Program Celebration	August
Program Evaluation	August

6.0 PROGRAM PROMOTION

Program promotion will involve:

- Connecting with and distributing promotional materials to schools and a wide spectrum of organizations that serve youth including social, cultural and sports-based.
- Holding a community information session.
- Posting information on social media.

7.0 APPLICATION PROCESS

Staff will be available to assist applicants throughout the application process. Support will be provided for formulating the project concept, filling out the application form, creating a project plan, developing a budget, executing the project and ensuring City bylaws are observed.

7.1 Application Criteria

All applicants will be asked to:

- Describe the project and how it will impact the neighbourhood.
- Demonstrate how their project will enhance one or more drivers of neighbourhood attachment: aesthetics, leadership, safety, social offerings or relationships.
- Outline how the project fosters neighbourhood participation.
- Provide a budget which includes details regarding how grant funds will be matched with cash, in-kind volunteer hours and/or materials and equipment.
- Have a sponsor co-sign their application if they are under the age of 19.
- Identify and provide contact information for two other youth who are committed to the project.

Projects will be required to:

- Occur within the applicant group's neighbourhood and within the City of Kelowna's boundaries.
- Comply with City of Kelowna bylaws.
- Return any unused funds to the City of Kelowna.

7.2 Assessment Criteria

Applications are to be considered based on the benefit of the project to the youth applicants, their neighbourhood, and the City through the following categories:

- Neighbourhood participation and impact.
- Alignment with the program's focus areas.
- Feasibility of project.
- Projects from groups that have not previously received a grant will be given priority.

7.3 Approval Process

- Applications will be reviewed by staff who will vet the applications through applicable City departments, depending on the nature of the grant application.
- Staff will evaluate the applications based on the program criteria and will forward their recommendations to the Divisional Director of Active Living and Culture for final approval.
- The decision of the Divisional Director of Active Living and Culture will be final.
- Applicants will be notified within five weeks of the intake deadline. In some cases, an applicant may be required to submit further information before a final decision can be made.

7.4 Confidentiality

All documents submitted by applicants to the City become the property of the City. The City will make every effort to maintain the confidentiality of each application and the information contained therein except to the extent necessary to communicate information to staff and assessors for the purposes of evaluation, administration and analysis. The City will not release any of this information to the public except as required under the Province of British Columbia *Freedom of Information and Protection of Privacy Act* or other legal disclosure process.

8.0 PROJECT WORK

8.1 Grant Awarding

- All applicants will be notified of their application results.
- A Neighbourhood Development Coordinator will work with grant recipients.
- The primary contact and, if applicable, the project sponsor will be required to sign a Letter of Agreement that will clearly outline the terms and conditions of the grant, their commitment to attend workshops, council meetings, and provide proof of any applicable insurance coverage.
- Upon receipt of the signed Letter of Agreement, a timeline for the funding to be released will be established.

8.2 Mentorship

Project teams will be connected with a Neighbourhood Development Coordinator who will provide support and guidance, as necessary, in:

- Developing the project concept;
- Establishing the project plan;
- Implementing the project;
- Evaluating the project impact; and
- Presenting to Council.

8.3 Workshops

- Four workshops will be offered to assist project groups in finalizing their project plans, budgeting, creating timelines and action plans, recruiting neighbourhood volunteers, and other work critical to their project's success.
- All project group members will be encouraged to attend all four workshops. At least one member of each project group will be required to attend each workshop and all participants will be encouraged to attend at least one workshop.

8.4 Project Delivery

- Staff will connect with program participants regularly in order to offer support, troubleshoot, and assist with upcoming project goals.
- Applicants will be required to recognize the financial assistance of the City of Kelowna on all formal promotions and communications.

8.5 Project Evaluation and Celebration

- Participants will be required to complete a short project evaluation form.
- Participants will be asked to provide stories and photographs of the process.
- Recipients will be expected to provide a final budget.
- All project participants will be invited to participate in a celebration event.

8.6 Civic Engagement

- During Civic Week, currently the third week in May, staff will provide a report to Council, updating them on the approved projects. Project teams will be requested to attend this meeting.
- Once all projects have been completed, staff and project teams will provide a final report to Council. A minimum of one participant from each recipient group will be required to attend this meeting and, with the support of staff, present their project to Council.

YOUTH DEVELOPMENT AND ENGAGEMENT GRANT

Fostering Potential



Cultivates leadership development
and civic engagement



through facilitating youth-led projects
that improve the quality of life in Kelowna

Intended to foster the potential in youth
by providing them with support



in the development and delivery of projects
that enhance their neighbourhood environment
and contribute to its vitality

DESIRED OUTCOMES

- ▶ Youth are inspired, engaged and empowered to create the best city they can imagine
- ▶ Youth lead the development and delivery of neighbourhood enhancement projects
- ▶ Increased civic engagement by youth



MENTORSHIP

- ▶ Input and guidance throughout the project
 - ▶ Developing project concept
 - ▶ Filling out grant application
 - ▶ Establishing project plan
 - ▶ Implementing project
- ▶ Workshops that cover topics such as:
 - ▶ Project management (timelines & action plans)
 - ▶ Volunteer recruitment
 - ▶ Budgeting



CIVIC ENGAGEMENT

- ▶ During Civic Week youth will attend a council meeting and receive orientation to Council; function, protocols and priorities
- ▶ Youth participation in presentation annual report to Council regarding that years grant



GRANT FUNDING

- ▶ \$5,000 annually
- ▶ Up to \$1,000 per grant
- ▶ Matching requirement
(including in-kind contribution)



ELIGIBILITY

- ▶ Youth-led project
- ▶ Project Team
 - ▶ 13-19 years of age
 - ▶ Minimum of 3 youth
 - ▶ Residents of Kelowna
 - ▶ Live in the area of the proposed project



CRITERIA

- ▶ Enhance one or more drivers of neighbourhood attachment: aesthetics, leadership, safety, social offerings or relationships
- ▶ Foster neighbourhood participation



USES OF FUNDS

- ▶ Purchase or rental of equipment and materials
- ▶ Contract services
- ▶ Promotional materials
- ▶ Training



APPROVAL PROCESS & EVALUATION

- ▶ Internal staff evaluation
- ▶ Approval based on criteria
- ▶ Successful applications required to sign a letter of agreement that outlines the terms and conditions of the grant
- ▶ Successful applicants required to complete a project evaluation form

Timeline

Action item	Inaugural Year	Subsequent Years
Promote grant	March	September - November
Community Information Session	March 14-18	Last week of October
Application Intake Deadline	April 15	Last Friday of November
Application Review Process	April 18-22	December
Grants Awarded	April 25-29	January
Mentorship Workshops	May & June	February - April
Grant Projects Delivered	July & August	April - July
Program Celebration	August	August
Program Evaluation	August	August

The Youth Development & Engagement Grant

- ▶ Supports
 - ▶ Youth developing transferable skills that will support their ability to continue to contribute to the community
 - ▶ Council priority of ensuring a healthy, safe, active and inclusive community

Report to Council



Date: February 1, 2016

File: 0615-20

To: City Manager

From: J. Moore, Long Range Policy Planning Manager, Policy & Planning Department

Subject: Heritage Review - Steering Committee Terms of Reference

Report Prepared by: L. Bentley, Planner II, Policy & Planning Department

Recommendation:

THAT Council receives the report from the Long Range Policy Planning Manager, Policy & Planning Department, dated February 1, 2016, regarding the Heritage Council Steering Committee Terms of Reference as information;

AND THAT Council endorse the Heritage Council Steering Committee Terms of Reference, as attached to the report of the Long Range Policy Planning Manager, Policy & Planning Department, dated February 1, 2016.

Purpose:

To consider endorsement of the Heritage Council Steering Committee Terms of Reference.

Background:

The City of Kelowna is undertaking a Heritage Review to ensure heritage management efforts are being undertaken in an efficient, effective and coordinated manner between all heritage groups and organizations. On December 14, 2015, staff provided Council with an update on the Heritage Review, outlining the work completed in Phases 1 and 2 and requested direction to proceed with the third and final phase. Council endorsed moving forward with Phase 3 and directed staff to report back with a Terms of Reference for a Heritage Council Steering Committee.

Phase 3 will establish the structure for a Heritage Council governance model. Under this model, funding and strategic planning support will be coordinated through a not-for-profit organization at arm's length from the City and the independent heritage organizations will continue to operate. A Heritage Council Steering Committee will undertake a strategic planning exercise to set the framework for a Heritage Council. The proposed Heritage Council Steering Committee Terms of Reference are attached.

The Steering Committee will refine the mandate, role and responsibilities and create a strategic plan, including a funding strategy, and a transition plan to establish a Heritage Council. The Steering Committee will consist of representatives from heritage and community organizations, as well as some members of the public at large who served on the Heritage Review Advisory Committee in Phase 1 of the Heritage Review. Other groups were contacted about serving on the Steering Committee, but were unable to commit the time needed to be involved. Input and direction from organizations involved in heritage management and individuals with relevant expertise is critical to the successful implementation of a Heritage Council.

A consultant specializing in the area of not-for-profit sector management will lead the strategic planning exercise alongside staff from the Policy & Planning Department. The Steering Committee is expected to be involved in this process for approximately five months beginning in February 2016. The outcomes of this exercise will include a Strategic Plan with an accompanying funding strategy and a Transition Plan to move towards the creation of a Heritage Council. Staff will keep Council informed of the direction of the Steering Committee's work.

Following the strategic planning exercise, staff will prepare the governing policies, procedures and bylaws needed to complete the structure for the creation of a Heritage Council. This will complete the final phase of the Heritage Review, and staff will present Council with the documents and recommendations to implement a Heritage Council.

Internal Circulation:

Community Planning & Real Estate Divisional Director
Cultural Services Manager

Existing Policy:

Heritage Strategy 2007, Updated July 2015

Official Community Plan - 2030

OCP Objective 9.2 - Policy 3 - Financial Support

Continue to support the conservation, rehabilitation, interpretation, operation and maintenance of heritage assets through grants, incentives and other means.

2012-2017 Cultural Plan

Goal 4 - Cultural Roots and Branches

Integrate Heritage As Part of Cultural Vitality

Financial/Budgetary Considerations:

Costs associated with the Heritage Council Steering Committee:
\$10,000 within the approved Policy & Planning budget

Considerations not applicable to this report:

Legal/Statutory Authority:

Legal/Statutory Procedural Requirements:

Personnel Implications:

External Agency/Public Comments:

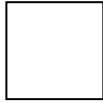
Communications Comments:

Alternate Recommendation:

Submitted by:

J. Moore, Long Range Policy Planning Manager, Policy & Planning Department

Approved for inclusion:



D. Noble-Brandt, Policy & Planning Department Manager

cc:

City Clerk

Cultural Services Manager

Active Living & Culture Divisional Director

Parks & Building Planning Manager

Infrastructure Divisional Director

Community Planning Department Manager

Community Planning & Real Estate Divisional Director

Attachments:

Appendix A - Heritage Council Steering Committee Terms of Reference

Terms of Reference



HERITAGE COUNCIL STEERING COMMITTEE

INTRODUCTION

The City of Kelowna is undertaking a Heritage Review to ensure heritage management efforts are efficient, effective and coordinated between all heritage groups and organizations to improve and strengthen Kelowna's heritage sector. In Phases 1 and 2 of the Heritage Review, staff worked with stakeholders to identify existing challenges, consider options for a new governance model, and to better understand the current roles of groups and organizations involved in heritage matters. A Heritage Council is proposed as a not-for-profit organization that may provide coordination, strategic planning support and oversee funding for the independent heritage organizations operating within it.

Phase 3 of the Heritage Review will establish the governance model for the proposed Heritage Council. The Steering Committee will guide the strategic planning process to establish the Heritage Council.

OBJECTIVE

The objective of the Heritage Council Steering Committee is to undertake a strategic planning exercise to establish a Heritage Council. The Steering Committee will refine the Heritage Council's mandate, roles and responsibilities and create a strategic plan, including a funding strategy, and a transition plan for a Heritage Council.

SCOPE OF WORK

Working with City of Kelowna staff and a consultant leading the strategic planning exercise, the Heritage Council Steering Committee will:

- Refine the mandate, roles and responsibilities of a Heritage Council;
- Consider funding options and create a funding strategy for a Heritage Council;
- Guide the development of a strategic plan to establish the vision and objectives of a Heritage Council; and
- Inform the preparation of a transition plan to move from the existing heritage management structure to a Heritage Council model.

The deliverables of the Heritage Council Steering Committee are a Strategic Plan with funding strategy and a Transition Plan.

MEMBERSHIP AND TERM

The Steering Committee will be comprised of seven stakeholders with representatives from heritage, cultural and resident organizations as well as members of the public at large, including:

- A representative of the Central Okanagan Heritage Society (COHS);
- A representative of the Kelowna Museums Society (KMS);
- A representative of the Okanagan Historical Society (OHS);
- A representative of a resident organization;
- A representative of a First Nation;
- One member of the public at large within the legal profession; and
- One member of the public at large within the development community.

The Steering Committee is estimated to have a five month term beginning in February 2016.

Members of the Committee shall serve without remuneration.

MEETING PROCEDURES

The Steering Committee is expected to meet for four half day sessions over the course of its term. Meetings will be chaired by the project consultant. The agenda format will be as follows:

- Call to order
- Adoption of previous minutes
- Old business
- New business
- Date of next meeting

CODE OF CONDUCT

- Operate in accordance with the Heritage Council Steering Committee Terms of Reference.
- Serve the best interests of the Steering Committee objective and activities.
- Declare any real or perceived conflict of interest.
- Maintain any confidential information in confidence.
- Prepare fully for Steering Committee activities and meetings.
- Conduct Steering Committee activities in a professional, honest, lawful and ethical manner.

BUDGET

The budget for the consultant and the Steering Committee's activities will be managed by the City of Kelowna Policy & Planning Department as per the approved 2016 budget.

STAFF SUPPORT

Staff from the City of Kelowna Policy & Planning Department will coordinate and provide support for the Heritage Council Steering Committee.

Endorsed by Council: _____, 2016

HERITAGE REVIEW PHASE 3

Heritage Council Steering Committee



BACKGROUND

- ▶ Heritage Review Phases 1 & 2 complete
 - ▶ Result: Heritage Council model
- ▶ Council direction for Phase 3

HERITAGE COUNCIL GOVERNANCE MODEL

- ▶ Not-for-profit organization at arm's length from the City
- ▶ Coordinate funding and strategic planning
- ▶ Independent heritage organizations continue to operate

HERITAGE COUNCIL STEERING COMMITTEE

- ▶ Strategic planning exercise to establish the Heritage Council
 - ▶ Refine the mandate, roles and responsibilities
 - ▶ Develop a Strategic Plan, including funding strategy, and Transition Plan

HERITAGE COUNCIL STEERING COMMITTEE

- ▶ Organizations and individuals involved in the Heritage Review
- ▶ Led by experienced consultant and Policy & Planning staff
- ▶ Meet for four half-day sessions over approximately five months

HERITAGE COUNCIL IMPLEMENTATION

Phase 3, Part I: Steering Committee

Strategic plan,
funding strategy,
transition plan

HERITAGE COUNCIL IMPLEMENTATION

Phase 3, Part I: Steering Committee

Strategic plan,
funding strategy,
transition plan



Phase 3, Part II: Policy Framework & Approvals

Governing bylaws,
policies and
procedures

HERITAGE COUNCIL IMPLEMENTATION



RECOMMENDATION

- ▶ To endorse the Heritage Council Steering Committee Terms of Reference

Report to Council



Date: February 1, 2016
File: 1140-50
To: City Manager
From: M. Olson, Manager, Property Manager
Subject: Commercial Lease to Pyramid Excavation Corporation - 759 Crowley Ave.
Report Prepared by: T. Abrahamson, Property Officer

Recommendation:

THAT Council approves the City entering into a three (3) year Lease and License of Occupation Agreement, with Pyramid Excavation Corporation, for the purpose of storage and repair of road construction equipment, with the option to renew for two (2) additional one (1) year terms, in the form attached to the Report of the Property Manager, dated February 1, 2016;

AND FURTHER THAT the 2016 Financial Plan be amended to include the rental rate increase as outlined in the Report of the Property Manager dated February 1, 2016.

Purpose:

That Council approve a three (3) year Lease and License of Occupation Agreement to Pyramid Excavation Corporation for City-owned property at 759 Crowley Avenue, with two (2) further one (1) year options to renew.

Background:

The City entered into a lease with Canna Bay Enterprises Ltd. ("Canna Bay") in July, 2004, for a term of five (5) years, with a further five (5) year renewal which was exercised in October, 2010. The premises included the perimeter fence surrounding the property plus a portion of the fronting roadway. This enclosed area was the subject of the lease, and the fronting roadway the subject of a license of occupation. Both the lease and license of occupation expired concurrently in September, 2015, with one (1) further five (5) year renewal yet to be exercised.

Pyramid Excavation Corporation ("Pyramid") took over the operations of Canna Bay during the first renewal term, and in 2015 requested that the City reflect the new ownership on the existing lease and license. To reflect the new corporate structure of Pyramid, staff felt it was appropriate to enter into a new lease and license of occupation agreement with Pyramid

alone rather than exercise the five (5) year renewal option with the combined Pyramid and Canna Bay. The term was reduced to three (3) years, with two (2), one (1) year renewal options, with all other terms and conditions of the former lease remaining unchanged with the exception of the fair market value rental rate increase which was negotiated for the new lease as set out in the table below:

Tenant	Address	Term	Renewal	Lease Rate
Pyramid Excavation	759 Crowley Ave	2010-2015	Current	\$28,588
		2015-2018	New	\$36,000
		2018-2019	1 x 1 yr	Market Value
		2019-2020	1 x 1 yr	Market Value

In consideration of the successful operation of the current lease and license, staff support the restructured lease and license of occupation agreement to Pyramid for the initial and renewal terms set out in this report.

Legal/Statutory Authority:

Community Charter, Sec. 26 - Disposal of Municipal Property

Legal/Statutory Procedural Requirements:

Community Charter, Sec. 94 - Notice Requirements

Internal Circulation:

Director, Financial Services

Financial/Budgetary Considerations:

Lease Term 2015-2018; \$36,000/annum

Considerations not applicable to this report:

Existing Policy:

Personnel Implications:

External Agency/Public Comments:

Communications Comments:

Alternate Recommendation:

Submitted by: M. Olson, Manager, Property Management

Approved for inclusion: D. Edstrom, Director, Real Estate

Attachments: 1. Schedule A - Map - Subject Property
2. Schedule B - Lease and License of Occupation Agreement

cc: G. Davidson, Director, Financial Services

Schedule A - Subject Property



MUNICIPAL FACILITY LEASE
COMMERCIAL

BETWEEN:

CITY OF KELOWNA, a municipal corporation having
Offices at 1435 Water Street, Kelowna, B.C. V1Y 1J4
(the "Landlord")

OF THE FIRST PART

AND:

PYRAMID EXCAVATION CORPORATION
759 Crowley Avenue, Kelowna, B.C. V1Y 7G6
(the "Tenant")

OF THE SECOND PART

Preamble

Whereas:

- A. The Landlord entered into a lease agreement with R870 Holdings Ltd. dba Canna Bay Enterprises Ltd. in July 2004 for a term of 5 years;
- B. The lease was renewed for a further 5 years, expiring Sept. 30, 2015 with no further right of renewal; and
- C. The Landlord entered into a License of Occupation with the Tenant for an encroachment onto dedicated roadway known as Crowley Avenue expiring Sept. 30, 2015 with no further right of renewal; and
- D. The Tenant is now operating as Pyramid Excavation Corporation and wishes to enter into a new lease agreement and License of Occupation for a 3 year term, with 2 further 1 year renewals at the Landlord's sole discretion.

Therefore the Landlord and the Tenant wish to enter into the lease agreement (the "Agreement") and License of Occupation (the "License") as described below.

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THIS LEASE, dated the 1st day of October 2015, is made and entered into by the Landlord and the Tenant named herein who, in consideration of the covenants herein contained, agree as follows:

1. BASIC TERMS, SCHEDULES, AND DEFINITIONS

Basic Terms:

- | | | |
|-----|-------------------------------|--|
| (a) | Landlord: | CITY OF KELOWNA |
| | Address of Landlord: | City Hall, 1435 Water Street
Kelowna, B.C. V1Y 1J4
Fax: 250-862-3349
Email: molson@kelowna.ca |
| (b) | Tenant: | PYRAMID EXCAVATION CORPORATION |
| | Address of Tenant: | 759 Crowley Avenue, Kelowna, BC V1Y 7G6 |
| | Website: | www.pyramidex.ca
email: pat@pyramidex.ca |
| (c) | Premises: | 759 Crowley Avenue, Kelowna, BC V1Y 7G6
Lot A, Plan 36002 ODYD, KID 294924
(see Schedule A) |
| (d) | License Area: | Dedicated roadway fronting 759 Crowley Ave.
(see Schedule A) |
| (e) | Initial Term: | Three (3) years |
| | Commencement Date: | October 1, 2015 |
| (f) | Renewal Term (if any): | Two (2) terms of one (1) year each |
| (g) | Annual Base Rent + Tax: | \$36,000/annum (\$3,000/month) + Tax |
| (h) | Security/Performance Deposit: | On deposit from previous Lease |
| (h) | Property Taxes: | Tenant pays |
| (i) | Utilities: | Tenant pays |
| (j) | Permitted Use: | Permitted use is restricted to the storage and repair of road construction equipment and or such other activity as may be properly authorized, in writing, by the Landlord |

The foregoing Basic Terms are approved by the parties. Each reference in this Lease to any of the Basic Terms shall be construed to include the provisions set forth above as well as all of the additional terms and conditions of the applicable sections of this Lease where such Basic Terms are more fully set forth.

1.2 Schedules

All Schedules to this Lease are incorporated into and form an integral part of this Lease and are as follows:

SCHEDULE	SUBJECT
A	Site Plan of Premises and License Area
B	Definitions
C	Landlord & Tenant Responsibility Checklist
D	Certificate of Insurance

1.3 Definitions

In this Lease, the words, phrases and expressions set forth in Schedule B are used with the meanings defined therein.

2. PREMISES AND LICENSE AREA

In consideration of the rents, covenants, and agreements hereinafter reserved and contained on the part of the Tenant to be paid, observed, and performed, the Landlord hereby demises and leases to the Tenant, and the Tenant leases from the Landlord, the Premises.

The Landlord furthermore grants a license (the "License") to the Tenant to use the dedicated roadway fronting the Premises outlined as the License Area in Schedule A, for purposes necessarily related to the permitted use of the Premises.

3. TERM

3.1 Term

The Term of this Lease, and the related License, shall be for the initial term of Three (3) years, beginning on the Commencement Date, and subject to earlier termination or renewal on the terms and conditions as set out herein.

3.2 Option to Renew

The Landlord covenants with the Tenant that if:

- (a) the Tenant gives notice to the Landlord that the Tenant wishes to obtain renewal of this Lease, such notice to be given not later than 12 months prior to the expiration of the initial Term of three (3) years; and
- (b) at the time of giving such notice, the Tenant is not in breach of any covenant or condition herein contained and which has not been remedied within the time provided for in this Lease; and
- (c) the Tenant has duly and regularly throughout the initial Term of three (3) years observed and performed the covenants and conditions herein contained

then the Landlord shall grant to the Tenant at the Tenant's expense and at the Landlord's sole discretion a renewal lease of the Premises and License Area for the Renewal Term of one (1) year upon the same terms and conditions, excluding Annual Base Rent and Additional Rent as are herein contained.

The lease may be renewed two (2) times for one (1) year each, for a total of five (5) years including the original term.

4. RENT

4.1 Rent

The Tenant shall yield and pay to the Landlord, in the manner outlined in clause 4.2, at the office of the Landlord's accounts payable division, or at such other place as the Landlord may direct in writing, during the Term in lawful money of Canada without any set-off, abatement, compensation, or deduction whatsoever on the days and at the times hereinafter specified, Rent which shall include the aggregate of the sums specified in sub-clauses (a) and (b) below:

(a) Annual Base Rent

Annual Base Rent in the amount per annum set out in sub-clause 1.1(g) for each respective Lease Year.

(b) Additional Rent

In addition, but subject to any operating costs the Landlord expressly agrees to pay for its own account, the Tenant is responsible for all operating costs of whatever nature or kind in connection with the Premises and License Area including all applicable real estate taxes and other charges.

4.2 Payment of Rent

The Rent provided for in this Article shall be paid by the Tenant as follows:

(a) Annual Base Rent

The Annual Base Rent shall be paid in equal consecutive monthly instalments, in the amounts set out in sub-clause 1.1(g), in advance on the first day of each and every month during the Term. The first monthly instalment of the Annual Base Rent shall be paid by the Tenant on the Commencement Date. Where the Commencement Date is the first day of a month such instalment shall be in respect of such month; where the Commencement Date is not the first day of a calendar month, the Annual Base Rent for the period from the Commencement Date to the first day of the next ensuing calendar month shall be pro-rated on a per diem basis and paid on the Commencement Date and the first regular instalment of the Annual Base Rent shall be paid on the first day of the first full calendar month of the Term. Thereafter, subsequent monthly instalments shall each be paid in advance on the first day of each ensuing calendar month during the Term.

(b) Additional Rent Payments

In addition, the Tenant is responsible for all operating costs of whatever nature or kind in connection with the Premises and License Area including all applicable real estate taxes and other charges.

(c) Payment Format

The Tenant agrees to pay the Annual Base rent via Automatic Withdrawal on a monthly basis.

4.3 Rent for Irregular Periods

All Rent reserved herein shall be deemed to accrue from day-to-day, and if for any reason it shall become necessary to calculate the Annual Base Rent for irregular periods of less than one year an appropriate pro-rata adjustment shall be made on a daily basis in order to compute the Annual Base Rent for such irregular period.

4.4 Waiver of Offset

The Tenant hereby waives and renounces any and all existing and future claims, offsets, and compensation against any Rent and agrees to pay such Rent regardless of any claim, offset, or compensation which may be asserted by the Tenant or on its behalf.

4.5 Application of Payments

All payments by the Tenant to the Landlord under this Lease shall be applied toward such amounts then outstanding hereunder as the Landlord determines and the Landlord may subsequently alter the application of any such payment.

4.6 Net Lease

The Tenant Acknowledges and agrees that it is intended that this Lease shall be a completely net lease for the Landlord except as shall be otherwise provided in the specific provisions contained in this Lease, and that the Landlord shall not be responsible during the Term for any costs, charges, expenses, and outlays of any nature whatsoever arising from or relating to the specific provisions contained in this Lease, shall pay all charges, impositions, and costs of every nature and kind relating to the Premises and License Area whether or not referred to herein and whether or not within the contemplation of the Landlord or the Tenant, and the Tenant covenants with the Landlord accordingly.

4.7 Interest on Overdue Rent

Overdue Rent payments shall be interest at the current Bank of Canada lending rate effective from the date the amount is due.

5. TENANT'S COVENANTS

5.1 Tenant's Covenants

The Tenant covenants with the Landlord as follows:

(a) Rent

To pay the Rent on the days and in the manner provided herein and to pay all other amounts, charges, costs, and expenses as are required to be paid by the Tenant to the Landlord or to others under this Lease.

(b) Occupancy and Permitted Use

To take possession of and occupy the Premises and License Area and commence to carry on business in all or substantially all of the Premises and License Area no later than 30 days after the Commencement Date, to use the Premises and

License Area only for the purpose set out in clause 1(j) herein and not for any other purpose.

(c) Waste and Nuisance

Not to commit or permit: any waste or injury to the Premises and License Area including the Leasehold Improvements and the trade fixtures therein; any overloading of the floors thereof; any conduct which impedes or, in the opinion of the Landlord acting reasonably, could constitute a nuisance to the Landlord or anyone else; any other use or manner of use which, in the opinion of the Landlord acting reasonably, may have an adverse impact on the reputation of the Premises.

(d) Insurance Risks

Not to do, omit to do, or permit to be done or omitted to be done upon the Premises and License Area anything which would cause the Landlord's cost of insurance to be increased (and, without waiving the foregoing prohibition, the Landlord may demand, and the Tenant shall pay to the Landlord upon demand, the amount of any such increase of cost caused by anything so done or omitted to be done) or which shall cause any policy of insurance to be subject to cancellation.

(e) Cleanliness

Not to permit the Premises and License Area to become untidy, unsightly, or hazardous, or permit unreasonable quantities of waste or refuse to accumulate therein, and at the end of each business day to leave the Premises in a clean and neat condition, to the satisfaction of the Landlord.

(f) Compliance with Laws

To comply at its own expense with all municipal, provincial, and federal laws, bylaws, regulations, and requirements pertaining to the operation and use of the Premises and License Area, the condition of the Leasehold Improvements, trade fixtures and equipment installed therein, and the making by the Tenant of any repairs, changes or improvements therein.

(g) Installations

To permit the Landlord during the Term, at the Tenant's cost, to install any equipment in or make alterations to the Premises and License Area necessary to comply with the requirements of any statute, law, bylaw, ordinance, order, or regulation referred to in sub-clause 5.1(f) and imposed after completion of the Landlord's original construction of the Premises.

(h) Overholding

That if the Tenant shall continue to occupy the Premises and License Area after the expiration of this Lease without any further written agreement and without objection by the Landlord, the Tenant shall be a monthly Tenant at a monthly base rent equal to 125% of the Annual Base Rent payable by the Tenant as set forth in Article 4 during the last month of the Term. The monthly tenancy shall be (except as to the length of tenancy) subject to the provisions and conditions herein set out.

(i) Signs

Not to display, place, or affix any sign except in accordance with the regulations of the Landlord.

(j) Inspection and Access

To permit the Landlord at any time and from time to time to enter and to have its authorized agents, employees, and contractors enter the Premises and License Area for the purpose of inspection or making repairs, alterations, or improvements to the Premises and License Area as the Landlord may deem necessary or desirable, or as the Landlord may be required to make by law. The Landlord shall be allowed to take into the Premises all material which may be required for such purpose and the rent reserved shall in no way abate while such repairs, alterations or improvements are being made by reason of interruption of the business of the Tenant. The Landlord shall exercise reasonable diligence as to minimize the disturbance or interruption of the Tenant's operation.

(k) Showing Premises

To permit the Landlord and its authorized agents and employees to show the Premises and License Area to prospective Tenants during the normal business hours of the last three months of the Term.

(l) Conduct of Business

- i. The Tenant shall use the premises solely for the purpose of road construction equipment, repairs and storage or such other activity as may be properly authorized, in writing, by the Landlord and to operate to the satisfaction of the Landlord and in accordance with any conditions or requirements as may from time to time be detailed by the Landlord;
- ii. The Tenant shall use its best efforts to operate an attractive and efficient road construction business (Tenant's business) which will reflect positively upon the image of the Landlord; and
- iii. The Tenant will not establish or erect any structure on the Premises or License Area except chain link fencing and temporary construction trailers.

6. LANDLORD'S COVENANTS

6.1 Landlord's Covenants

The Landlord covenants with the Tenant as follows:

(a) Quiet Enjoyment

Provided the Tenant pays the Rent hereby reserved and performs its other covenants herein contained, the Tenant shall and may peaceably possess and enjoy the Premise and License Area for the Term hereby granted, without any

interruption or disturbance from the Landlord or its assigns, or any other person or persons lawfully, claiming by, from, through, or under the Landlord.

7. REPAIR, DAMAGE, AND DESTRUCTION

7.1 Landlord's Repairs

The Landlord covenants with the Tenant that the Landlord will maintain the Premises according to the terms set out in the Landlord & Tenant Responsibility Checklist attached as Schedule C. Unauthorized repairs, except in a bona fide emergency, will not be reimbursed.

7.2 Tenant's Repairs

The Tenant covenants with the Landlord:

- (a) subject to sub-clause 7.1 and 7.3(b) to keep in a good and reasonable state of repair subject to reasonable wear and tear, the Premises and License Area including all Leasehold Improvements and all trade fixtures therein and all glass including all glass portions of exterior walls;
- (b) that the Landlord may enter and view the state of repair (without having any obligation to do so), and that the Tenant will repair according to notice in writing, and that the Tenant will leave the Premises and License Area in a good and reasonable state of repair, allowing for reasonable wear and tear.

7.3 Abatement and Termination

It is agreed between the Landlord and the Tenant that in the event of damage to the Premises and License Area:

- (a) if the damage is such that the Premises and License Area or any substantial part thereof are rendered not reasonably capable of use and occupancy by the Tenant for the purposes of its business for any period of time in excess of 10 days, then:
 - (i) unless the damage was caused by the fault of negligence of the Tenant or its employees, invitees, or others under its control and the damage is not covered by insurance, from and after the date of occurrence of the damage and until the Premises and License Area are again reasonably capable of use and occupancy as aforesaid, Rent shall abate from time to time in proportion to the part or parts of the Premises and License Area not reasonably capable of use and occupancy; and
 - (ii) unless this Lease is terminated as hereinafter provided, the Landlord or the Tenant, as the case may be (according to the nature of the damage and their respective obligations to repair as provided in clauses 7.1 and 7.2) shall repair such damage with all reasonable diligence, but to the extent that any part of the Premises and License Area is not reasonably capable of such use and occupancy by reason of damage which the Tenant is obligated to repair hereunder, any abatement of Rent to which the Tenant is otherwise entitled hereunder shall not extend later than the time by which, in the reasonable opinion of the Landlord, repairs by the Tenant ought to have been completed with reasonable diligence; and

- (b) if the Premises and License Area are substantially damaged or destroyed by any cause to the extent such that in the reasonable opinion of the Landlord they cannot be repaired or rebuilt (based on standard hours of construction work) within 240 days after the occurrence of the damage or destruction, then either the Landlord or Tenant may at its option, exercisable by written notice to the Tenant or Landlord, given within 60 days after the occurrence of such damage or destruction, terminate this Lease, in which event neither the Landlord nor the Tenant shall be bound to repair as provided in clauses 7.1 and 7.2, and the Tenant shall instead deliver up possession of the Premises and License Area to the Landlord with reasonable expedition but in any event within 60 days after delivery of such notice of termination, and Rent shall be apportioned and paid to the date upon which possession is so delivered up (but subject to any abatement to which the Tenant may be entitled under sub-clause 7.3(a) by reason of the Premises and License Area having been rendered in whole or in part not reasonably capable of use and occupancy), but otherwise the Landlord or the Tenant as the case may be (according to the nature of the damage and their respective obligations to repair as provided in clauses 7.1 and 7.2) shall repair such damage with reasonable diligence.

7.4 Service Interruptions

The Tenant acknowledges to the Landlord that the operation of systems and the availability of facilities for which the Landlord is responsible under clause 7.1 may be interrupted from time to time in cases of accident and emergency, in order to carry out maintenance, repairs, alterations, replacements, and upgrading, or for any other reasonable reason required by the Landlord.

8. TAXES AND OTHER COSTS

8.1 Tenant Tax Obligation

The Tenant covenants with the Landlord:

- (a) to pay when due, all Property Taxes, business Taxes, business license fees, and other Taxes, rates, duties or charges levied, imposed, or assessed by lawful authority in respect of the use and occupancy of the Leased Premises by the Landlord, the business or businesses carried on therein, or the equipment, machinery, or fixtures brought therein by or belonging to the Tenant, or to anyone occupying the Leased Premises with the Tenant's consent, or from time to time levied, imposed, or assessed in the future in addition or in lieu thereof, and to pay the Landlord upon demand the portion of any tax, rate, duty, or charge levied or assessed upon the Premises that is attributable to any equipment, machinery, or fixtures on the Premises which are not the property of the Landlord or which may be removed by the Tenant;
- (b) to pay promptly to the Landlord when demanded or otherwise due hereunder all Taxes in respect of all Leasehold Improvements in the Premises; and

8.2 Goods and Services Tax

In accordance with the applicable legislation the Goods and Services Tax applies to this Lease as per the terms contained herein.

9. UTILITIES AND ADDITIONAL SERVICES

9.1 Utilities

The Tenant shall be responsible for all aspects of, including payment of costs related to, utilities and services of whatever nature or kind required in connection with the Premises and License Area and the conduct by the Tenant of the Tenant's business as described herein including without limitation, water, telephone, sewer, hydro, power, heating, air conditioning, garbage disposal, snow clearing, maintenance of the parking lot, grass cutting, fertilizing, irrigation, leaf and litter clean up. The Tenant shall be responsible for obtaining and maintaining a gas operating permit. The Tenant shall be responsible for obtaining and maintaining an electrical operating permit. The Tenant is responsible of informing the Property Manager, Real Estate and Property Services of the permits and who the Field Safety Representative is.

10. LICENSES, ASSIGNMENTS, AND SUBLETTING

10.1 General

It is understood and agreed that the Tenant may not assign this Lease, or sublease the Premises and License Area, to another party.

11. FIXTURES AND IMPROVEMENTS

11.1 Installation of Fixtures and Improvements

The Tenant will not make, erect, install, or alter any Leasehold Improvements in the Premises and License Area, any safe or special lock in the Premises, or any apparatus for illumination, air conditioning, cooling, heating, refrigerating, or ventilating the Premises, in any case without having requested and obtained the Landlord's prior written approval, which the Landlord shall not unreasonably withhold. In making, erecting, installing, or altering any Leasehold Improvements the Tenant shall comply with the Tenant construction guidelines as established by the Landlord from time to time, and shall obtain all required building and occupancy permits and comply with all laws of all authorities having jurisdiction. The Tenant's request for any approval hereunder shall be in writing and be accompanied by a reasonably detailed description of the contemplated work and, where appropriate, plans, working drawings, and specifications. All work to be performed in the Premises and License Area shall be performed by competent contractors and subcontractors and shall be performed and completed in a good and workmanlike manner.

11.2 Liens and Encumbrances on Fixtures and Improvements

In connection with the making, erection, installation, or alteration of Leasehold Improvements and trade fixtures, and all other work or installations made by or for the Tenant in the Premises and License Area, the Tenant shall comply with all of the provisions of the *Builders Lien Act*, S.B.C. 1997, c. 45 and amendments thereto, and other statutes from time to time applicable thereto (including any provision requiring or enabling the retention of portions of

any sums payable by way of holdbacks), shall permit the Landlord to take all steps to enable the Landlord to obtain the benefit of the provisions of the *Builders Lien Act*, and, except as to any lawful holdback, shall promptly pay all accounts relating thereto. The Tenant shall not create any mortgage, conditional sale agreement, general security agreement under the *Personal Property Security Act*, R.S.B.C. 1996, c. 359 and amendments thereto, or other encumbrance in respect of its Leasehold Improvements or trade fixtures, or permit any such mortgage, conditional sale agreement, general security agreement under the *Personal Property Security Act*, or other encumbrance to attach to the Premise.

11.3 Discharge of Liens and Encumbrances

If and when any builders' or other lien for work, labour, service, or materials supplied to or for the Tenant or for the cost of which the Tenant may be in any way liable or claims therefore shall arise or be filed or any such mortgage, conditional sale agreement, general security agreement under the *Personal Property Security Act*, or other encumbrance shall attach, the Tenant shall within 20 days after receipt of notice thereof procure the discharge thereof, including any certificate of action registered in respect of any lien, by payment or giving security or in such other manner as may be required or permitted by law, and failing which the Landlord may in addition to all other remedies hereunder avail itself of its remedy under clause 16.1 and may make any payments required to procure the discharge of any such liens or encumbrances, and shall be entitled to be reimbursed by the Tenant as provided in clause 16.1, and its right to reimbursement shall not be affected or impaired if the Tenant shall then or subsequently establish or claim that any lien or encumbrance so discharged was without merit or excessive or subject to any abatement, set-off, or defence.

11.4 Removal of Fixtures and Improvements

All Leasehold Improvements in or upon the Premises and License Area shall immediately upon affixation be and become the Landlord's property without compensation therefore to the Tenant. Except to the extent otherwise expressly agreed by the Landlord in writing, no Leasehold Improvements shall be removed by the Tenant from the Premises or License Area either during or at the expiration or sooner termination of the Term, except that:

- (a) the Tenant may at the end of the Term remove its trade fixtures;
- (b) the Tenant shall at the end of the Term remove such of the Leasehold Improvements and trade fixtures as the Landlord shall require to be removed; and
- (c) the Tenant shall remove its furniture and equipment at the end of the Term, and also during the Term in the usual and normal course of its business where such furniture or equipment has become excess for the Tenant's purposes or the Tenant is substituting therefore new furniture and equipment.
- (d) all Leasehold Improvements shall be insured by the Tenant as described in Section 12.2 (b) unless otherwise agreed in writing by the Landlord.

The Tenant shall, in the case of every removal either during or at the end of the Term, immediately make good any damage caused to the Premises or License Area by the installation and removal.

11.5 Alterations by Landlord

The Landlord reserves the right from time to time to make alterations and additions to the Premises, provided that in exercising any such rights, the Landlord will take reasonable steps to

minimize any interference cause to the Tenant's operations in the Premises and License Area, but by exercising any such rights, the Landlord shall not be deemed to have constructively evicted the Tenant or otherwise to be in breach of this Lease, nor shall the Tenant be entitled to any abatement of Rent or other compensation from the Landlord.

12. INSURANCE AND LIABILITY

12.1 Tenant To Provide

The Tenant shall procure and maintain, at its own expense and cost, the insurance policies listed in section 12.2 of this Schedule, with limits no less than those shown in the respective items, unless in connection with the performance of some particular part of the agreement, services and/or occupancy the Landlord advises in writing that it has determined that the exposure to liability justifies less limits. The insurance policy or policies shall be maintained continuously from commencement of this agreement, services and/or occupancy until the date that the Landlord certifies in writing completion of the agreement, services and/or occupancy or such further period as may be specified by the Landlord.

12.2 Insurance

As a minimum, the Tenant shall, without limiting its obligations or liabilities under any other contract with the Landlord, procure and maintain, at its own expense and cost, the following insurance policies:

a) Workers' Compensation Insurance

Covering all employees of the Tenant engaged in the agreement, services and/or occupancy in accordance with the statutory requirements of the province or territory having jurisdiction over such employees.

b) Comprehensive General Liability Insurance

- (i) providing for an inclusive limit of not less than \$5,000,000.00 for each occurrence or accident;
- (ii) providing for all sums which the Tenant shall become legally obligated to pay for damages because of bodily injury (including death at any time resulting there from) sustained by any person or persons or because of damage to or destruction of property caused by an occurrence or accident arising out of or related to this agreement, services and/or occupancy or any operations carried on in connection with this agreement;
- (iii) including coverage for Products/Completed Operations, Blanket Contractual, Contractor's Protective, Personal Injury, Contingent Employer's Liability, Broad Form Property Damage, and Non-Owned Automobile Liability;
- (iv) including a Cross Liability clause providing that the inclusion of more than one Insured shall not in any way affect the rights of any other Insured hereunder, in respect to any claim, demand, suit or judgement made against any other Insured.

12.3 Automobile Liability Insurance

Covering all motor vehicles, owned, operated and used or to be used by the Tenant directly or indirectly in the performance of this agreement, services and/or occupancy. The Limit of Liability shall not be less than \$2,000,000 inclusive, for loss or damage including personal injuries and death resulting from any one accident or occurrence.

12.3 The Landlord Named As Additional Insured

The policies required by sections 12.1, 12.3 and 12.4 above shall provide that the Landlord is named as an Additional Insured thereunder and that said policies are primary without any right of contribution from any insurance otherwise maintained by the Landlord.

12.4 Tenant's Sub-contractors

The Tenant shall require each of its sub-contractors to provide comparable insurance to that set forth under section 2 of this Schedule.

12.5 Certificates of Insurance

The Tenant agrees to submit Certificates of Insurance (Schedule D) for itself and all of its sub-contractors to the REBS of the Landlord prior to the commencement of this agreement, services and/or occupancy. Such Certificates shall provide that 30 days' written notice shall be given to the REBS of the Landlord, prior to any material changes or cancellations of any such policy or policies.

12.6 Other Insurance

After reviewing the Tenant's Certificates of Insurance, the Landlord may require other insurance or alterations to any applicable insurance policies in force during the period of this contract and will give notifications of such requirement. Where other insurances or alterations to any insurance policies in force are required by the Landlord and result in increased insurance premium, such increased premium shall be at the Tenant's expense.

12.7 Additional Insurance

The Tenant may take out such additional insurance, as it may consider necessary and desirable. All such additional insurance shall be at no expense to the Landlord. The Tenant shall ensure that all of its sub-contractors are informed of and comply with the Landlord's requirements set out in this Schedule D.

12.8 Insurance Companies

All insurance, which the Tenant is required to obtain with respect to this agreement, shall be with insurance companies registered in and licensed to underwrite such insurance in the Province of British Columbia.

12.9 Failure to Provide

If the Tenant fails to do all or anything which is required of it with regard to insurance, the Landlord may do all that is necessary to effect and maintain such insurance, and any monies expended by the Landlord shall be repayable by and recovered from the Tenant. The Tenant expressly authorizes the Landlord to deduct from any monies owing the Tenant, any monies owing by the Tenant to the Landlord.

12.10 Non-payment of Losses

The failure or refusal to pay losses by any insurance company providing insurance on behalf of the Tenant or any sub-contractor shall not be held to waive or release the Tenant or sub-contractor from any of the provisions of the Insurance Requirements or this agreement, with respect to the liability of the Tenant otherwise. Any insurance deductible maintained by the Tenant or any sub-contractor under any of the insurance policies is solely for their account and any such amount incurred by the Landlord will be recovered from the Tenant as stated in section 12.9 of this Part.

12.11 Indemnification and Hold Harmless Clause

The Contractor must indemnify and hold harmless the Landlord, its elected officials, officers, agents and employees (including the Landlord's Representative), from and against all liabilities, losses, damages, personal injury, death, property loss or damage, actions, causes of action, costs (including legal fees and costs) or expenses in connection with loss of, or damage or injury (including death) to, any person or property that occurs in the course of the performance of the Contract, whether suffered, incurred or made by the Contractor or an employee of the Contractor or other party for whom the Contractor is responsible and caused through a willful or negligent act or omission or other actionable wrong of the Contractor, its officers, agents, employees, or subcontractors, or any of their officers, agents or employees, and at its expense the Contractor must defend any and all actions and pay all damages and legal costs and other costs arising therefrom to the extent of its sole or partial fault as determined by a court of competent jurisdiction or other mutually agreed alternative dispute resolution body, apportionment or reimbursement of any such costs not attributed solely or partially to the fault of the Contractor as determined by a court of competent jurisdiction or other mutually agreed alternative dispute resolution body shall be made only following the binding determination by a court of competent jurisdiction or other mutually agreed alternative dispute resolution body.

The Tenant shall be liable for all loss, costs, damages, and expenses whatsoever incurred or suffered by the Indemnitees including but not limited to, damage to or loss of property and loss of use thereof, and injury to or death of a person or persons resulting from or in connection with the performance, purported performance, or non-performance of this Agreement, services and/or occupancy excepting only where such loss, costs, damages and expenses are as a result of the sole negligence of the Indemnitees.

13. ENVIRONMENTAL MATTERS

13.1 Definitions

For the purposes of this Section and Agreement, the following terms shall have the following meanings:

- a) **"Contaminants"** means any radioactive materials, asbestos materials, urea formaldehyde, underground or above ground tanks, pollutants, contaminants, deleterious substances, dangerous substances or goods, hazardous, corrosive or toxic substances, special waste or waste of any kind or any other substance the storage, manufacture, disposal, treatment, generation, use, transport, remediation or Release into the Environment of which is now or hereafter prohibited, controlled or regulated under Environmental Laws;
- b) **"Environment"** includes the air (including all layers of the atmosphere), land (including soil, sediment deposited on land, fill and lands submerged under water) and water (including oceans, lakes, rivers, streams, ground water and surface water);
- c) **"Environmental Laws"** means any statutes, laws, regulations, orders, bylaws, standards, guidelines, permits and other lawful requirements of any federal, provincial, municipal or other governmental authority having jurisdiction over the Premises now or hereafter in force with respect in any way to the Environment, health, occupational health and safety, product liability or transportation of dangerous goods, including the principles of common law and equity; and
- d) **"Release"** includes any release, spill, leak, pumping, pouring, emission, emptying, discharge, injection, escape, leaching, migration, disposal or dumping.

13.2 Tenant's Representations and Warranties

The Tenant represents and warrants to the Landlord, and acknowledges that the Landlord is relying on such representations and warranties in entering into this Agreement, that as of the date of this Agreement:

- a) except as disclosed to the Landlord in writing, the Tenant is not, and has never been, subject to any charge, conviction, notice of defect or non-compliance, work order, pollution abatement order, remediation order or any other or proceeding under any Environmental Laws; and
- b) except as disclosed to and approved in writing by the Landlord, the Tenant's business at the Premises does not involve the sale, storage, manufacture, disposal, handling, treatment, generation, use, transport, refinement, processing, production, remediation, Release into the Environment of, or any other dealing with any Contaminants.

If any of the representations and warranties contained in this section are untrue or incorrect in any material respect, the same shall constitute a breach of this Agreement by the Tenant and shall be subject to the provisions of Section 16.1 of this Agreement.

13.3 Condition of Premises

The Tenant acknowledges and agrees that the Landlord has made no representations or warranties with respect to the environmental condition of the Premises and is leasing the Premises to the Tenant under this Agreement on an "as is, where is" basis with respect to their environmental condition. Prior to taking possession of the Premises under this Agreement, the Tenant has performed such investigations of the Premises as it considered appropriate and is satisfied as to their environmental condition.

13.4 Use of Contaminants

The Tenant shall not use or permit to be used all or any part of the Premises for the sale, storage, manufacture, disposal, handling, treatment, generation, use, transport, refinement, processing, production, remediation, Release into the Environment of, or any other dealing with, any Contaminants, without the prior written consent of the Landlord, which consent may be unreasonably and arbitrarily withheld. Without limiting the generality of the foregoing, the Tenant shall in no event use, and does not plan or intend to use, the Premises to dispose of, handle or treat any Contaminants in a manner that, in whole or in part, would cause the Premises, or any adjacent property to become a contaminated site under Environmental Laws.

13.5 Compliance with Environmental Laws

The Tenant shall promptly and strictly comply, and cause any person for whom it is in law responsible to comply, with all Environmental Laws regarding the use and occupancy of the Premises under or pursuant to this Agreement, including without limitation obtaining all required permits or other authorizations.

13.6 Evidence of Compliance

The Tenant shall promptly provide to the Landlord a copy of any environmental site investigation, assessment, audit or report relating to the Premises conducted by or for the Tenant at any time before, during or after the Term (or any renewal thereof). The Tenant shall, at its own cost at the Landlord's request from time to time, obtain from an independent environmental consultant approved by the Landlord an environmental site investigation of the Premises or an environmental audit of the operations at the Premises, the scope of which shall be satisfactory to the Landlord and shall include any additional investigations that the environmental consultant may recommend. The Tenant shall, at the Landlord's request from time to time, provide the Landlord with a certificate of a senior officer of the Tenant certifying that the Tenant is in compliance with all Environmental Laws and that no adverse environmental occurrences have taken place at the Premises, other than as disclosed in writing to the Landlord.

13.7 Confidentiality of Environmental Reports

The Tenant shall maintain all environmental site investigations, assessments, audits and reports relating to the Premises in strict confidence and shall not disclose their terms or existence to any third party (including without limitation, any governmental authority) except as required by law, to the Tenant's professional advisers and lenders on a need to know basis or with the prior written consent of the Landlord, which consent may be unreasonably withheld.

13.8 Records

The Tenant shall maintain at the Premises all environmental and operating documents and records, including permits, licences, orders, approvals, certificates, authorizations, registrations and other such records, relating to the operations at the Premises, which may be reviewed by the Landlord at any time during the Term on twenty-four (24) hours' prior written notice, except in the case of an emergency, when no prior notice shall be required.

13.9 Access by Landlord

Without relieving the Tenant of any of its obligations under this Agreement, the Tenant shall, at such reasonable times as the Landlord requires, permit the Landlord to enter and inspect the Premises and the operations conducted at the Premises, to conduct tests and environmental investigations, to remove samples from the Premises, to examine and make copies of any documents or records relating to the Premises, to interview the Tenant's employees and to take such steps as the Landlord deems necessary for the safety and preservation of the Premises.

13.10 Authorizations

The Tenant shall promptly provide to the Landlord on request such written authorizations as the Landlord may require from time to time to make inquiries of any governmental authorities regarding the Tenant's compliance with Environmental Laws.

13.11 Notices

The Tenant shall promptly notify the Landlord in writing of:

- a) any Release of a Contaminant or any other occurrence or condition at the Premises, or any adjacent property which could subject the Tenant, the Landlord or the Premises to any fines, penalties, orders or proceedings under Environmental Laws;
- b) any charge, order, investigation or notice of violation or non-compliance issued against the Tenant or relating to the operations at the Premises under any Environmental Laws; and
- c) any notice, claim, action or other proceeding by any third party against the Tenant or in respect of the Premises concerning the Release or alleged Release of Contaminants at or from the Premises.

d) the Tenant shall notify the appropriate regulatory authorities of any Release of any Contaminants at or from the Premises in accordance with Environmental Laws and failure by the Tenant to do so shall authorize, but not obligate, the Landlord to notify the regulatory authorities.

13.12 Removal of Contaminants

Prior to the expiry or earlier termination of this Agreement or at any time if requested by the Landlord or required by any governmental authority pursuant to Environmental Laws, the Tenant shall, promptly at its own cost and in accordance with Environmental Laws, remove from the Premises any and all Contaminants, and remediate any contamination of the Premises, or any adjacent property resulting from Contaminants, in either case brought onto, used at or Released from the Premises by the Tenant or any person for whom it is in law responsible. [For greater certainty, the foregoing obligations of the Tenant shall include, without limitation, the treatment of water (including surface and ground water) and the remediation by removal of any soils containing Contaminants at levels exceeding the standards set as acceptable at the time of remediation by the applicable governmental authority, being with respect to soils, the standard applicable to property used for [commercial/industrial] purposes and with respect to water, as determined by the governmental authority given the character and use of water in the area of the Premises. Any soil so removed shall be promptly replaced by soil free of Contaminants at concentrations above the standard described in the preceding sentence.] The Tenant shall provide to the Landlord full information with respect to any remedial work performed pursuant to this section and shall comply with the Landlord's requirements with respect to such work. The Tenant shall use a qualified environmental consultant approved by the Landlord to perform the remediation. The Tenant shall, at its own cost, obtain such approvals and certificates from the B.C. Ministry of Environment, Lands & Parks in respect of the remediation as are required under Environmental Laws or required by the Landlord, including without limitation a certificate of compliance evidencing completion of the remediation satisfactory to the Ministry. The Tenant agrees that if the Landlord reasonably determines that the Landlord, its property, its reputation or the Premises is placed in any jeopardy by the requirement for any such remedial work, the Landlord may, but shall be under no obligation to, undertake itself such work or any part thereof at the cost of the Tenant.

13.13 Ownership of Contaminants

Notwithstanding any rule of law to the contrary, any Contaminants or leasehold improvements or goods containing Contaminants brought onto, used at, or Released from, the Premises by the Tenant or any person for whom it is in law responsible shall be and remain the sole and exclusive property of the Tenant and shall not become the property of the Landlord, notwithstanding the degree of their affixation to the Premises and notwithstanding the expiry or earlier termination of this Agreement. This section supersedes any other provision of this Agreement to the contrary.

13.14 Indemnity

The Tenant shall indemnify and save harmless the Landlord and its directors, officers, shareholders, employees, agents, successors and assigns, from any and all liabilities, actions, damages, claims, remediation cost recovery claims, losses, costs, orders, fines, penalties and expenses whatsoever (including without limitation, the full amount of all consulting and legal fees and expenses on a solicitor-client basis and the costs of removal, treatment, storage and disposal of Contaminants and remediation of the Premises, and any adjacent property) which may be paid by, incurred by or asserted against the Landlord or its directors, officers, shareholders, employees, agents, successors or assigns, during or after the Term (or any renewal thereof), arising from or in connection with any breach of or non-compliance with the provisions of this Section by the Tenant or arising from or in connection with:

- a) any legal or administrative action, proceeding, investigation, demand, claim or notice of any third party, including without limitation any governmental authority, against any one or more of them pursuant to or under Environmental Laws; or
- b) any Release or alleged Release of any contaminants at or from the Premises into the Environment,

related to or as a result of the use and occupation of the Premises by the Tenant or those for whom it is in law responsible or any act or omission of the Tenant or any person for whom it is in law responsible.

13.15 Survival of Tenant's Obligations

The obligations of the Tenant under this Section (including, without limitation, the Tenant's indemnity, its obligation to remove and remediate Contaminants and its covenant of confidentiality) shall survive the expiry or earlier termination of this Agreement. The obligations of the Tenant under this Section are in addition to, and shall not limit, the obligations of the Tenant contained in other provisions of this Agreement.

14. SUBORDINATION, ATTORNMENT, REGISTRATION, AND CERTIFICATES

14.1 Tenant's Covenants

The Tenant agrees with the Landlord that:

- a) Sale or Financing of Building

The rights of the Landlord under this Lease may be mortgaged, charged, transferred, or assigned to a purchaser or purchasers, or to a mortgagee or trustee for bond holders, and in the event of a sale or of default by the Landlord under any mortgage, trust deed, or trust indenture and the purchaser, mortgagee, or trustee, as the case may be, duly entering into possession of the Premises, the Tenant agrees to attorn to and become the Tenant of such purchaser or purchasers, mortgagee, or trustee under the terms of this Lease.

b) Registration

The Tenant agrees that the Landlord shall not be obliged to deliver this Lease in form registrable under the *Land Title Act*, R.S.B.C. 1996, c. 250 and covenants and agrees with the Landlord not to register this Lease. If the Tenant desires to register under the *Land Title Act*, then all costs of preparing and registering all documents in connection therewith are to be borne by the Tenant.

c) Certificates

The Tenant agrees with the Landlord that the Tenant shall promptly whenever requested by the Landlord from time to time execute and deliver to the Landlord and, if required by the Landlord, to any mortgagee (including any trustee under a trust deed or trust indenture) or prospective purchaser (as designated by the Landlord) a certificate in writing as to the status of this Lease at that time, including as to whether it is in full force and effect, is modified or unmodified, confirming the rental payable hereunder and the state of the accounts between the Landlord and Tenant, the existence or non-existence of defaults, and any other matters pertaining to this Lease as to which the Landlord shall request a certificate. If the Tenant fails to do so within seven days after the Tenant receives the form of certificate, the Tenant hereby irrevocably and conclusively authorizes the Landlord to complete, execute, and deliver the certificate for, on behalf of, in the name of, and as agent of, the Tenant.

d) Assignment by Landlord

In the event of the sale by the Landlord of the Premises or the assignment by the Landlord of this Lease or any interest of the Landlord hereunder, and to the extent that such purchaser or assignee has assumed the covenants and obligations of the Landlord hereunder, the Landlord shall, without further written agreement, be freed and relieved of liability upon such covenants and obligations.

15. OCCURRENCE OF DEFAULT

15.1 Unavoidable Delay

Except as herein otherwise expressly provided, if and whenever and to the extent that either the Landlord or the Tenant shall be prevented, delayed, or restricted in the fulfilment of any obligations hereunder in respect of the supply or provision of any service or utility, the making any repair, the doing of any work or any other thing (other than the payment of Rent) by reason of civil commotion, war-like operation, invasion, rebellion, hostilities, sabotage, strike, or work stoppage, or being unable to obtain any material, service, utility, or labour required to fulfill such obligation or by reason of any statute, law, or regulation of or inability to obtain permission from any governmental authority having lawful jurisdiction preventing, delaying, or restricting such fulfilment, or by reason of other unavoidable occurrence other than lack of funds, the time for fulfilment of such obligation shall be extended during the period in which such circumstance operates to prevent, delay, or restrict the fulfilment thereof, and the other party to this Lease shall not be entitled to compensation for any inconvenience, nuisance, or discomfort thereby occasioned, nor shall Rent abate; but nevertheless the Landlord will use reasonable efforts to maintain services essential to the use and enjoyment of the Premises and License Area.

15.2 No Admission

The acceptance of any Rent from or the performance of any obligation hereunder by a person other than the Tenant shall not be construed as an admission by the Landlord of any right, title, or interest of such person as a sub-Tenant, assignee, transferee, or otherwise in the place and stead of the Tenant.

15.3 Part Payment

The acceptance by the Landlord of a part payment of any sums required to be paid hereunder shall not constitute waiver or release of the right of the Landlord to payment in full of such sums.

16. TENANT'S DEFAULT, REMEDIES OF LANDLORD, AND SURRENDER

16.1 Remedying by Landlord, Non-payment, and Interest

In addition to all the rights and remedies of the Landlord available to it in the event of any default hereunder by the Tenant, either by any other provision of this Lease or by statute or the general law, and the event of default is not remedied within the respective time period for doing so, the Landlord:

- a) shall have the right at all times to remedy or attempt to remedy any default of the Tenant, and in so doing may make any payments due or alleged to be due by the Tenant to third parties and may enter upon the Premises and License Area to do any work or other things therein, and in such event all expenses of the Landlord in remedying or attempting to remedy such default together with an administrative charge equal to 15% of the total of such expenses shall be payable by the Tenant to the Landlord forthwith upon demand;
- b) shall have the same rights and remedies in the event of any non-payment by the Tenant of any amounts payable by the Tenant under any provision of this Lease as in the case of non-payment of Rent; and
- c) shall be entitled to be reimbursed by the Tenant, and the Tenant shall forthwith pay the Landlord, the amount of all costs and expenses (including, without limitation, legal costs on a solicitor and own-client basis) incurred by the Landlord in connection with the default or in efforts to enforce any of the rights, or to seek any of the remedies, to which the Landlord is or may be entitled hereunder.

16.2 Remedies Cumulative

The Landlord and the Tenant may from time to time resort to any or all of the rights and remedies available to it in the event of any default hereunder by the Tenant or the Landlord, as the case may be, either by any provision of this Lease or by statute or the general law, all of which rights and remedies are intended to be cumulative and not alternative, as the express provisions hereunder as to certain rights and remedies are not to be interpreted as excluding any other or additional rights and remedies available to the Landlord or the Tenant, as the case may be, by statute or the general law.

16.3 Right of Re-entry on Default

Provided and it is expressly agreed that:

- a) if and whenever the Rent hereby reserved or other moneys payable by the Tenant or any part thereof, whether lawfully demanded or not, are unpaid and the Tenant shall have failed to pay such Rent or other moneys within five days after the Landlord has given to the Tenant notice requiring such payment; or
- b) if the Tenant shall breach or fail to observe and perform any of the covenants, agreements, provisos, conditions, rules, regulations or other obligations on the part of the Tenant to be kept, observed, or performed hereunder and such breach or failure continues for 10 days after the Landlord has given the Tenant notice thereof; or
- c) if without the written consent of the Landlord the Premises and License Area shall be used by any other persons than the Tenant or its permitted assigns or permitted sub-Tenants or for any purpose other than that for which the Premises were leased, or occupied by any persons whose occupancy is prohibited by this Lease; or
- d) if the Premises shall be vacated or abandoned or remain unoccupied for 15 days or more while capable of being occupied; or
- e) if any of the goods and chattels of the Tenant shall at any time be seized in execution or attachment; or
- f) if a receiver or receiver-manager is appointed of the business or property of the Tenant, or if the Tenant shall make any assignment for the benefit of creditors or any bulk sale, become bankrupt or insolvent or take the benefit of any statute now or hereafter in force for bankrupt or insolvent debtors or (if a corporation) shall take any steps or suffer any order to be made for its winding-up or other termination of its corporate existence; or
- g) if any policy of insurance upon the Premises from time to time effected by the Landlord shall be cancelled or about to be cancelled by the insurer by reason of the use or occupation of the Premises and License Area by the Tenant or any assignee, sub-Tenant, or licensee of the Tenant or anyone permitted by the Tenant to be upon the Premises and License Area and the Tenant after receipt of notice in writing from the Landlord shall have failed to take such immediate steps in respect of such use or occupation as shall enable the Landlord to reinstate or avoid cancellation of (as the case may be) such policy of insurance; or
- h) if the Landlord shall have become entitled to Terminate this Lease or to re-enter the Premises and License Area under any provision hereof;

then and in every such case it shall be lawful for the Landlord thereafter to enter into and upon the Premises and License Area or any part thereof in the name of the whole and the same to have again, repossess, and enjoy as of its former estate, anything in this Lease to the contrary notwithstanding. The Landlord may use such force as it may deem necessary for the purpose of gaining admittance to and re-taking possession of the Premises and License Area, and the Tenant hereby releases the Landlord from all actions, proceedings, claims, and demands whatsoever for and in respect of any such forcible entry or any loss or damage in connection therewith.

16.4 Termination and Re-entry

If and whenever the Landlord becomes entitled to re-enter upon the Premises and License Area under any provision of this Lease, the Landlord, in addition to all other rights and remedies, shall have the right to terminate this Lease by giving to the Tenant or by leaving upon the

Premises notice in writing of such termination. Thereupon, this Lease and the term shall terminate, and the Tenant shall immediately deliver up possession of the Premises and License Area to the Landlord in accordance with clause 16.9.

16.5 Right of Termination - No Default

In the event that the Landlord requires the use of the Premises for whatever reason, the Landlord shall have the right to terminate this Lease after giving the Tenant Ninety (90) days notice of the Landlord's intention to terminate.

16.6 Certain Consequences of Termination and Re-entry

If the Landlord re-enters the Premises and License Area or if this Lease is terminated by reason of any event set out in clause 16.3 or 16.5, then without prejudice to the Landlord's other rights and remedies:

- a) the provisions of this Lease which relate to the consequences of termination, and the provisions of this Lease as they apply with respect to acts, events, and omissions which occurred prior to the termination, shall all survive such termination;
- b) in addition to the payment by the Tenant of Rent and other payments for which the Tenant is liable under this Lease, Rent for the current month and the next ensuing three months shall immediately become due and be paid by the Tenant or the person then controlling the Tenant's affairs; and
- c) the Tenant or person then controlling the affairs of the Tenant shall pay to the Landlord on demand such reasonable expenses as the Landlord has incurred, and a reasonable estimate of the Landlord of expenses the Landlord expects to incur, in connection with the re-entering, terminating, re-letting, collecting sums due or payable by the Tenant, and storing and realizing upon assets seized, including without limitation brokerage fees, legal fees, and disbursements, the expenses of cleaning and making and keeping the Premises and License Area in good order, and the expenses of repairing the Premises and preparing them for re-letting.

16.7 Waiver of Distress and Bankruptcy

The Tenant waives the benefit of any present or future statute taking away or limiting the Landlord's right of distress and covenants and agrees that notwithstanding any such statute none of the goods and chattels of the Tenant on the Premises at any time during the Term shall be exempt from levy by distress for Rent in arrears. The Tenant will not sell, dispose of, or remove any other fixtures, goods, or chattels of the Tenant from or out of the Premises during the Term without the consent of the Landlord, unless the Tenant is substituting new fixtures, goods, or chattels of equal value or is bona fide disposing of individual items which have become excess for the Tenant's purposes; and the Tenant will be the Landlord or Tenant of its fixtures, goods, and chattels and will not permit them to become subject to any lien, mortgage, charge, or encumbrance. The Tenant agrees that it will not, without the Landlord's consent, repudiate or disclaim this Lease in any bankruptcy, insolvency, re-organization, or other proceeding or court application, and if required by the Landlord, waives in favour of the Landlord the benefit of s. 65.2 of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3 as amended, and any provision of similar import.

16.8 Re-letting and Sale of Personalty

Whenever the Landlord becomes entitled to re-enter upon the Premises under any provision of this Lease, the Landlord, in addition to its other rights, shall have the right as agent of the Tenant to enter the Premises and License Area and re-let them (for a term or terms shorter or longer than the balance of the Term, granting reasonable concessions in connection therewith), and to receive the Rent therefore, and as the agent of the Tenant to take possession of any furniture or other property thereon, and to sell the same at public or private sale without notice, and to apply the proceeds thereof and any rent derived from re-letting the Premises and License Area upon account of the Rent due and to become due under this Lease, and the Tenant shall be liable to the Landlord for the deficiency, if any.

16.9 Surrender on Termination

Forthwith upon the termination of this Lease, whether by effluxion of time or otherwise, the Tenant shall vacate and deliver up possession of the Premises and License Area in a neat and tidy state and in good and substantial repair in accordance with the Tenant's obligation under this Lease to repair the Premises and License Area, but subject to the Tenant's rights and obligations in respect of removal in accordance with clause 11.4, and subject to reasonable wear and tear. At the same time the Tenant shall surrender to the Landlord at the place then fixed for the payment of Rent all keys and other devices which provide access to the Premises and License Area, or any part thereof and shall inform the Landlord of all combinations to locks, safes, and vaults, if any, in the Premises.

17. MISCELLANEOUS

17.1 Notices

Any notice required or contemplated by any provision of this Lease shall be given in writing, and if to the Landlord, either delivered to an executive officer of the Landlord or delivered or mailed (by prepaid registered mail) to the Landlord at the address set out in sub-clause 1.1(a), or if the Landlord has given the Tenant notice of another address in Canada to which notices to the Landlord under this Lease are to be given, then to the last such address of which the Tenant has been given notice; and if to the Tenant, either delivered to the Tenant personally (or to a partner or officer of the Tenant if the Tenant is a firm or corporation) or delivered or mailed (by prepaid registered mail) to the Tenant at the Premises. Every such notice shall be deemed to have been given when delivered or, if mailed as aforesaid, upon the third business day after the day of mailing thereof in Canada provided that if mailed, should there be a mail strike, slowdown, or other labour dispute which might affect delivery of such notice between the time of mailing and the actual receipt of notice, then such notice shall only be effective if actually delivered.

17.2 Extraneous Agreements

The Tenant acknowledges that there are no covenants, representations, warranties, agreements, or conditions expressed or implied relating to this Lease, the Premises and License Area save as expressly set out in this Lease and in any agreement to lease in writing between the Landlord and the Tenant pursuant to which this Lease has been executed. In the event of any conflict between the terms of this Lease and such agreement to lease, the terms of this Lease shall prevail. This Lease may not be modified except by an agreement in writing executed by the Landlord and the Tenant, and no verbal agreements or conversations with any officer, agent, or employee of the Landlord, either before or after the execution of this agreement, shall affect or modify any of the terms or obligations herein contained.

17.3 Time of Essence

Time shall be of the essence in this Lease.

17.4 Enurement

This Lease and everything herein contained shall enure to the benefit of and be binding upon the successors and assigns of the Landlord and its heirs, executors, and administrators and the permitted successors and permitted assigns of the Tenant.

17.5 References to Tenant

References to the Tenant shall be read with such changes in gender as may be appropriate, depending upon whether the Tenant is a male or female person or a firm or corporation. If the Tenant is comprised of more than one person or entity, then each such person and entity is jointly and severally bound by the representations, warranties, agreements, and covenants of the Tenant herein and any notice given or deemed to have been given at any time to any such person or entity shall be deemed to have been given at the same time to each other such person and entity.

17.6 Frustration

Notwithstanding the occurrence or existence of any event or circumstance or the non-occurrence of any event or circumstance, and so often and for so long as the same may occur or continue which, but for this clause, would frustrate or void this Lease, and notwithstanding any statutory provision to the contrary, the obligations and liability of the Tenant hereunder shall continue in full force and effect as if such event or circumstance had not occurred or existed.

17.7 Waiver

No condoning, excusing, or overlooking by the Landlord or Tenant of any default, breach, or non-observance by the Tenant or the Landlord at any time or times in respect of any covenant, proviso, or condition herein contained shall operate as a waiver of the Landlord's or the Tenant's rights hereunder in respect of any continuing or subsequent default, breach, or non-observance or so as to defeat or affect in any way the rights of the Landlord or the Tenant herein in respect of any such continuing or subsequent default or breach, and no acceptance of Rent by the Landlord subsequent to a default by the Tenant (whether or not the Landlord knows of the default) shall operate as a waiver by the Landlord, and no waiver shall be inferred from or implied by anything done or omitted by the Landlord or the Tenant save only express waiver in writing.

17.8 Governing Law and Severability

This Lease shall be governed by and construed in accordance with the laws in force in the province of British Columbia. The venue of any proceedings taken in respect of or under this Lease shall be Kelowna, British Columbia as long as such venue is permitted by law, and the Tenant shall consent to any application by the Landlord to change the venue to Kelowna, British Columbia of any proceedings taken elsewhere. The Landlord and the Tenant agree that all the provisions of this Lease are to be construed as covenants and agreements as though the words importing such covenants and agreements were used in each separate section hereof. Should any provision or provisions of this Lease be illegal or not enforceable, it or they shall be considered separate and severable from the Lease and its remaining provisions shall remain in force and be binding upon the parties as though the said provision or provisions had never been included.

17.9 Captions

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

17.10 Acceptance

The Tenant accepts this Lease, to be held by it as Tenant, and subject to the conditions, restrictions, and covenants above set forth. The acceptance of possession of the Premises and License Area shall be conclusive evidence as against the Tenant that at the Commencement Date of the Term the Landlord had duly completed all work required to be completed by the Landlord prior to the Commencement Date of the Term and the Premises and License Area were in good order and satisfactory condition for the commencement of the work and business of the Tenant.

17.11 Deposit

If the Landlord is holding any deposit in connection with this Lease, then unless the Landlord agreed in writing to different arrangements at the time the Landlord received the deposit, the deposit shall be held by the Landlord on a non-interest bearing basis to be applied to the Annual Base Rent for that month of the Term during which Annual Base Rent is first payable hereunder.

17.12 Expropriation

If at any time during the Term the interest of the Tenant under this Lease or the whole or any part of the Premises shall be taken by any lawful power or authority by the right of expropriation, the Landlord may at its option give notice to the Tenant terminating this Lease on the date when the Tenant or Landlord is required to yield up possession thereof to the expropriating authority. Upon such termination, or upon termination by operation of law, as the case may be, the Tenant shall immediately surrender the Premises and License Area and all its interest therein, Rent shall abate and be apportioned to the date of termination, the Tenant shall forthwith pay to the Landlord the apportioned Rent and all other amounts which may be due to the Landlord up to the date of termination, and clause 16.9 shall apply. The Tenant shall have no claim upon the Landlord for the value of its property or the unexpired Term of this Lease, but the parties shall each be entitled to separately advance their claims for compensation for the loss of their respective interests in the Premises, and the parties shall each be entitled to receive and retain such compensation as may be awarded to each respectively. If an award of compensation made to the Landlord specifically includes an award to the Tenant, the Landlord shall account therefore to the Tenant. In this clause the word "expropriation" shall include a sale by the Landlord to an authority with powers of expropriation, in lieu of or under threat of expropriation.

17.13 Statutory Functions

Nothing contained herein shall impair or affect in any way the exercise by the Landlord of its functions and authority under any enactment, constating document, law, bylaw, resolution or other source of authority.

IN WITNESS WHEREOF the parties have executed this Lease and License of Occupation as of the ____ day of _____ 2015.

SIGNED, SEALED AND DELIVERED by the Landlord in the presence of:

CITY OF KELOWNA by its Authorized Signatories:)

Mayor)

City Clerk)

Witness)

Address)

Occupation)

PYRAMID EXCAVATION CORPORATION)
by its Authorized Signatories)



Name)

Patrick Adkin

Print Name)



Witness)

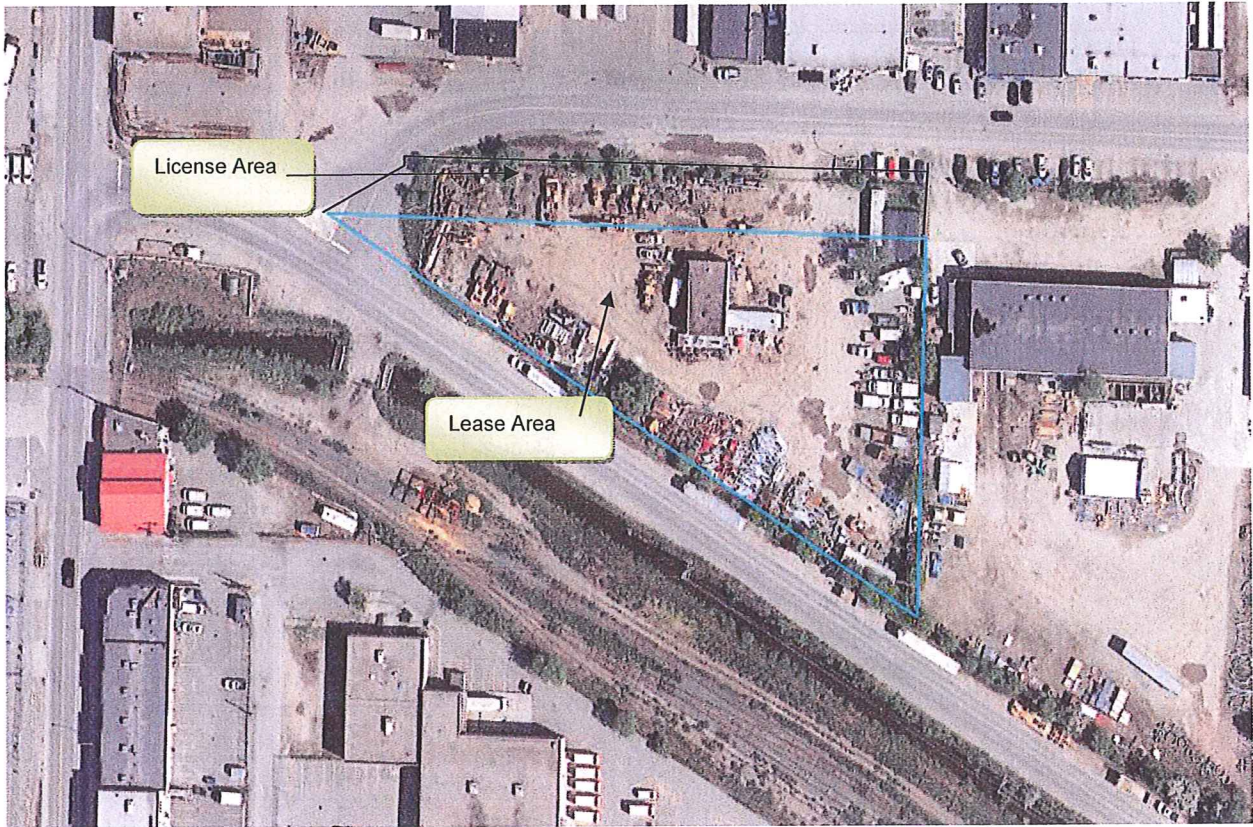


Address)



Occupation)

PLAN OF THE LEASED PREMISE AND LICENSE AREA



DEFINITIONS

In this Lease the following expressions shall have the following meanings:

“Additional Rent” means all sums of money to be paid by the Tenant, whether to the Landlord or otherwise under this Lease, except for Annual Base Rent and Goods and Services Tax payable by the Tenant.

“Annual Base Rent” means the annual Rent set out in sub-clause 1.1(g) and payable by the Tenant as set forth in clause 4.2.

“Basic Terms” means those terms set out in clause 1.1.

“Commencement Date” means the date the term commences as set forth in or determined under sub-clause 1.1(e) and subject to clause 3.2.

“Goods and Services Tax” or “GST” means and includes any and all sales Taxes, value added Taxes, business transfer Taxes, or any other Taxes imposed on the Landlord or the Tenant from time to time in respect of the Rent payable by the Tenant to the Landlord under this Lease or the Rental of the Premises or the provision of any goods, services, or utilities whatsoever by the Landlord to the Tenant under this Lease, whether characterized as a Goods and Services Tax, sales Tax, value added Tax, business transfer Tax, or otherwise.

“Insured Damage” means that part of any damage occurring to any portion of the Premises for which the Landlord is responsible, of which the entire cost of repair is actually recoverable by the Landlord under a policy of insurance in respect of fire and other perils from time to time effected by the Landlord, or, if and to the extent that the Landlord has not insured and is deemed to be a co-insurer or self-insurer under clause 12.1, would have been recoverable had the Landlord effected insurance in respect of perils, to amounts and on terms for which it is deemed to be insured.

“Land” means that parcel of land on 759 Crowley Avenue in the City of Kelowna, British Columbia, more particularly described as Lot A, Section 30, Twp. 26, ODYD Plan 36002, PID 002-366-126.

“Lease Year” means, in the case of the first Lease Year, the period beginning on the Commencement Date and terminating 12 months from the last day of the calendar month in which the Commencement Date occurs (except that if the Commencement Date occurs on the first day of a calendar month, the first Lease Year shall terminate on the day prior to the first anniversary of the Commencement Date) and, in the case of each subsequent Lease Year, means each 12-month period after the first Lease Year.

“Leasehold Improvements” means all fixtures, improvements, installations, alterations, and additions now and from time to time hereafter made, erected or installed, whether by the Tenant, and the Landlord or anyone else, in the Premises, including all partitions however fixed (including movable partitions) and all wall-to-wall carpeting with the exception of such carpeting where laid over vinyl tile or other finished floor and affixed so as to be readily removable without damage, but excluding trade fixtures and unattached free-standing furniture and equipment.

“License Area” means the Dedicated Roadway fronting the Premises, as set out in sub-clause 1.1(c) and shown on Schedule A.

“Premises” means the property located at 759 Crowley Avenue, Kelowna, BC as set out in sub-clause 1.1(c) and shown on Schedule A.

“Prime Rate” means the rate of interest declared from time to time by the main branch, Bank of Montreal, Kelowna, British Columbia, to the Landlord as the annual rate of interest.

“Rent” means and includes the Annual Base Rent, Additional Rent, and all other sums payable by the Tenant to the Landlord under this Lease except for Goods and Services Tax payable by the Tenant.

“Taxes” means all Taxes, rates, duties, levies, and assessments whatsoever, whether municipal, parliamentary, or otherwise, which are levied, imposed, or assessed against or in respect of the Premises, the Land, which are from time to time levied, imposed or assessed in the future in addition or in lieu thereof, including, without limitation, those levied, imposed, or assessed for education, schools and local improvements.

“Tax Cost” for any calendar year means an amount equal to the aggregate, without duplication, of all Taxes in respect of such calendar year.

Tenant’s Share” means the proportion of Taxes attributed to the Premises.

“Term” means the Term of this Lease set forth in sub-clause 1.1(e) and any renewal or extension thereof and any period of permitted overholding.

SCHEDULE C

Tenant Responsibility Checklist PYRAMID EXCAVATION CORPORATION		Provided by the Landlord, Cost borne by the Landlord	Provided by the Landlord, Cost borne by the Tenant	Provided by the Tenant, Cost borne by the Landlord	Provided by the Tenant, cost borne by the Tenant	Does not apply
Boiler operating permits					X	
Electrical field safety representative					X	
Electrical operating permit					X	
Electrical system preventative maintenance					X	
Electrical system repairs					X	
Electrical/lights - lamp & tube replacement					X	
Elevator equipment repairs						X
Elevator maintenance contract						X
Elevator operating permits						X
Emergency lighting testing & repairs					X	
Exterior doors, windows, facades, etc.					X	
Fire alarm system repairs					X	
Fire alarm system testing & inspection contracts					X	
Fire extinguisher monthly & annual inspections					X	
Fire safety plan and fire drills					X	
Fire sprinkler system repairs						X
Fire sprinkler system testing and inspection contracts						X
Furnishings (maintain & replace)					X	
Garbage removal					X	
HVAC preventative maintenance					X	
HVAC repairs					X	
Insurance – automotive					X	
Insurance – liability					X	
Insurance - property, building					X	
Insurance - Tenant owned furnishings & fixtures					X	
Insurance - Tenant owned operation equipment, computers, & furnishings					X	
Interior walls, flooring, doors, ceilings, etc.					X	
Internet					X	
Janitorial services & supplies					X	
Kitchen Exhaust Hood preventative maintenance						X

Kitchen Exhaust Hood repairs					X
Kitchen Hood Fire suppression system preventative maintenance					X
Kitchen Hood Fire suppression repairs					X
Kitchen Hood Fire suppression testing					X
Landscape maintenance				X	
Licenses & permits				X	
Parking lots - lighting, parking lines, sweeping, asphalt, signage, drainage etc.				X	
Pest control				X	
Plumbing system preventative maintenance				X	
Plumbing system repairs				X	
Recycling program				X	
Roof inspection & maintenance				X	
Roof repairs				X	
Security system				X	
Signage				X	
Snow removal				X	
Taxes				X	
Telephone				X	
Tenant improvements				X	
Tenant improvements - Maintenance				X	
Tree removal				X	
Utilities – electricity				X	
Utilities - natural gas				X	
Utilities – propane				X	
Utilities - water, sewer				X	
Vandalism (exterior)				X	
Vandalism (interior)				X	
Window Cleaning (exterior)				X	
Window Cleaning (interior)				X	

The Tenant, as per the lease agreement, must provide a detailed maintenance program to the Landlord.

Document Revision History:			
Revision	Description	Revised by	Date
1			

**CERTIFICATE OF INSURANCE**

City staff to complete prior to circulation

City Dept.: _____
 Dept. Contact: _____
 Project/Contract/Event: _____

Insured

Name: _____
 Address: _____

Broker

Name: _____
 Address: _____

Location and nature of operation and/or contract reference to which this Certificate applies:

Type of Insurance	Company & Policy Number	Policy Dates		Limits of Liability/Amounts
		Effective	Expiry	
Section 1 Comprehensive General Liability including: <ul style="list-style-type: none"> • Products/Completed Operations; • Blanket Contractual; • Contractor's Protective; • Personal Injury; • Contingent Employer's Liability; • Broad Form Property Damage; • Non-Owned Automobile; • Cross Liability Clause. 				Bodily Injury and Property Damage \$ <u>5,000,000</u> Inclusive \$ _____ Aggregate \$ _____ Deductible
Section 2 Automobile Liability				Bodily Injury and Property Damage \$ <u>5,000,000</u> Inclusive

It is understood and agreed that the policy/policies noted above shall contain amendments to reflect the following:

1. Any Deductible or Reimbursement Clause contained in the policy shall not apply to the City of Kelowna and shall be the sole responsibility of the Insured named above.
2. The City of Kelowna is named as an Additional Insured.
3. 30 days prior written notice of material change and/or cancellation will be given to the City of Kelowna.

Print Name _____

Title _____

Company (Insurer or Broker) _____

Signature of Authorized Signatory _____

Date _____

