

City of Kelowna
Regular Council Meeting
AGENDA



Monday, December 10, 2018
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 and video feed is being broadcast and recorded by CastaNet and a delayed broadcast is shown on Shaw Cable.

2. Confirmation of Minutes

6 - 13

PM Meeting - December 3, 2018

3. Development Application Reports & Related Bylaws

3.1 Gore Street 2643-2627 Z18-0106 Teano Holdings Ltd BC1090038

14 - 21

To rezone the subject properties from RU6 – Two Dwelling Housing zone to the RM5 – Medium Density Multiple Housing zone to facilitate an Apartment Housing development.

3.2 Gore Street 2643 and 2627, Z18-0106 (BL11721) - Teano Holdings Ltd BC1090038

22 - 22

To give Bylaw No. 11721 first reading in order to rezone the subject property from RU6 – Two Dwelling Housing zone to the RM5 – Medium Density Multiple Housing zone .

3.3 Old Vernon Rd 252, Z18-0034 - 0959036 BC Ltd Inc. No. BC0959036

23 - 25

To rezone the subject property from the A1 – Agriculture 1 and A1c – Agriculture 1 with Carriage House zones to the I2 – General Industrial zone to facilitate the development of an industrial building.

3.4 Old Vernon Rd 252, Z18-0034 (BL11722) -0959036 BC Ltd Inc. No. BC0959036

26 - 26

To give Bylaw No. 11722 first reading in order to o rezone the subject property from the A1 – Agriculture 1 and A1c – Agriculture 1 with Carriage House zones to the I2 – General Industrial zone.

3.5	Rutland Rd N 1354, Z18-0097 - Parminder Singh Kindhra and Sheetu Kindhra	27 - 34
	To rezone the subject property from the RU1 – Large Lot Housing zone to the RM3 – Low Density Multiple Housing zone, to facilitate the development of multiple dwelling housing.	
3.6	Rutland Rd N 1354, Z18-0097 (BL11723) - Parminder Singh Kindhra and Sheetu Kindhra	35 - 35
	To give Bylaw No. 11723 first reading in order to rezone the subject property from the RU1 - Large Lot Housing zone to the RM3 - Low Density Multiple Housing zone.	
3.7	Coopland Cr 786, Z18-0068 - Miles and Lisa Lang	36 - 42
	To consider rezoning the subject property from the RU6 – Two Dwelling Housing zone to the RM1 – Four Dwelling Housing zone to facilitate the development of four dwelling housing.	
3.8	Coopland Cr 786, Z18-0068 (BL11724) - Miles and Lisa Lang	43 - 43
	To give Bylaw No. 11724 first reading in order to rezone the subject property from the RU6 – Two Dwelling Housing zone to the RM1 – Four Dwelling Housing zone.	
3.9	Optic Ct 2175 and 2185, DP18-0209 - Pier Mac Petroleum / Birchwood Heights Holding Corp	44 - 78
	To review the Form & Character Development Permit of a three building industrial development.	
3.10	Hwy 97 N 3976, Z17-0112 (BL11571) - Sweetwater Management Ltd	79 - 79
	To adopt Bylaw No. 11571 in order to rezone the subject property from the from the P3 – Parks and Open Space zone to the I2 – General Industrial zone.	
3.11	Hwy 97 N 3976 DP17-0269 Sweetwater Management Ltd	80 - 98
	To consider the form and character of the proposed automotive sales and repair shop.	
4.	Bylaws for Adoption (Development Related)	
4.1	Fitzpatrick Rd 425, BL11686 (Z18-0079) - Harpal Singh Kohri and Kirandeep Kohri	99 - 99
	To adopt Bylaw No. 11686 to rezone the subject property from the RU1 - Large Lot Housing zone to the RU6 - Two Dwelling Housing zone.	
4.2	McClure Rd 679, BL11691 (Z18-0078) - Paul Sexsmith	100 - 100
	To adopt Bylaw No. 11691 in order to rezone the subject property from the RU1 - Large Lot Housing zone to the RU2 - Medium Lot Housing zone.	

5. Non-Development Reports & Related Bylaws

- 5.1 Provisional 2019 Financial Plan** 101 - 136
- To provide an overview of the Provisional 2019 Financial Plan.
- 5.2 Kelowna International Airport Soaring Beyond 2.5 Million Passengers Airport Improvement Fee Capital Program** 137 - 175
- To obtain Council's support for Kelowna International Airport's Soaring Beyond 2.5 Million Passengers Airport Improvement Fee Capital Program and obtain Council's approval to increase the Airport Improvement Fee from \$15.00 per departing passenger to \$20.00 per departing passenger, effective April 1, 2019.
- 5.3 BL11725 Amendment No. 33 to Airport Fees Bylaw No. 7982** 176 - 177
- To give Bylaw No. 11725 first, second and third readings in order to amend the Airport Fees Bylaw No. 7982.
- 5.4 Callahan Construction Company Ltd. Sublease of Lands at Kelowna International Airport** 178 - 206
- To obtain Council's approval of a two-year land and building sublease with Callahan Construction Company Ltd. over a portion of land located on Federally owned property leased to the City.
- 5.5 2040 OCP Preferred Growth Scenario and Phase 3 Activities** 207 - 229
- For Council to endorse the preferred growth scenario for use in the continued development of the Official Community Plan, Transportation Master Plan and the 20 Year Servicing Plan, as well as to provide Council with information regarding work to be undertaken in Phase 3 of the 2040 Official Community Plan Update process.
- 5.6 Development Application Fee Bylaw No.10560 Amendment – Sign Fees** 230 - 232
- To amend Development Application Fees Bylaw No.10560 with updated signage fees.
- 5.7 BL11706 - Amendment No. 8 to the Development Application Fee Bylaw No. 10560** 233 - 234
- To give Bylaw No. 11706 first, second and third readings in order to amend the Development Application Fee Bylaw No. 10560.
- 5.8 1730 Richter Street Revitalization Tax Exemption Amended Agreement** 235 - 250
- To amend the Revitalization Tax Exemption (RTE) Agreement with 1017476 B.C. Ltd (Al Stober Construction Ltd) for purpose-built rental housing in accordance with Revitalization Tax Exemption Program Bylaw No. 9561.

5.9	726 Clement – Rental Housing Grant Extension	251 - 252
	To consider the extension of a 2017 rental housing grant for the PC Urban purpose-built rental project at 726 Clement Ave due to delays.	
5.10	Proposed Cannabis Retail and Cannabis Related Business Licence Bylaw regulations	253 - 279
	To consider proposed licencing regulations and fees for Cannabis Retail Sales and Cannabis Related Businesses within the City of Kelowna and proposed updates to the existing Medical Marihuana Producer Business Licence and Regulation Bylaw No. 10920.	
5.11	Latecomer Agreement - North Clifton Sanitary Sewer	280 - 292
	For Council to endorse the execution of a Latecomer Agreement for the recovery of developer-funded costs for Excess or Extended Services	
5.12	Proposed Multi-Sport Fieldhouse – Rutland Recreation Park	293 - 312
	To update Council regarding a proposal from the Central Okanagan Rugby Enthusiasts for a multi-sport fieldhouse at Rutland Recreation Park; to provide an overview of the process used to evaluate the proposal; to seek Council support to move the proposal to the MOU stage.	
5.13	Emergency Mutual Aid Agreement	313 - 323
	To renew the Emergency Mutual Aid Agreement that is in place between local fire departments within the Central Okanagan Regional District.	
5.14	Christmas Tree Recycling at Glenmore Landfill	324 - 325
	To allow Council the opportunity to provide for free Christmas Tree recycling at the Glenmore Landfill	
6.	Resolutions	
6.1	City Clerk, Draft Resolution, re: Public Hearing, January 17, 2019	326 - 326
	To add a public hearing date to the 2019 Council Meeting Schedule.	

7. Bylaws for Adoption (Non-Development Related)

7.1 Rutland Rd N (Portion of), BL11680 - Road Closure and Removal of Hwy Dedication 327 - 328

Mayor to invite anyone in the public gallery who deems themselves affected by the proposed road closure to come forward.

To adopt Bylaw No. 11680 in order to authorize the City to permanently close and remove the highway dedication of a portion of highway on Rutland Road North.

7.2 Enterprise Court 1955 (Portion of), BL11704 - Road Closure and Removal of Hwy Dedication 329 - 330

Mayor to invite anyone in the public gallery who deems themselves affected by the proposed road closure to come forward.

To adopt Bylaw No 11704 in order to authorize the City to permanently close and remove the highway dedication of a portion of highway on Enterprise Way.

8. Mayor and Councillor Items

9. Termination



City of Kelowna Regular Council Meeting Minutes

Date:	Monday, December 3, 2018
Location:	Council Chamber City Hall, 1435 Water Street
Members Present	Mayor Colin Basran, Councillors Maxine DeHart, Ryan Donn, Gail Given, Charlie Hodge, Brad Sieben, Mohini Singh, Luke Stack and Loyal Wooldridge
Staff Present	City Manager, Doug Gilchrist; City Clerk, Stephen Fleming; Community & Neighbourhood Services Manager, Mariko Siggers* Community Planning Department Manager, Ryan Smith*; Urban Planning Manager, Terry Barton*; Suburban and Rural Planning Manager, Dean Strachan*; Community Planning Supervisor, Laura Bentley*; Planner Specialist, Adam Cseke*; Planner, Lydia Korolchuk*; Long Range Policy Planning Manager, James Moore*; Divisional Director, Infrastructure, Alan Newcombe*; Parks & Buildings Planning Manager, Robert Parlane*; Project Architect, Paul Reyes*; Legislative Coordinator (Confidential), Clint McKenzie
Guests	RCMP Superintendent, Brent Mundle*; Civic & Community Awards Advisory Committee Member, Amber Gilbert*

(* Denotes partial attendance)

1. Call to Order

Mayor Basran called the meeting to order at 1:32 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 and video feed is being broadcast and recorded by CastaNet and a delayed broadcast is shown on Shaw Cable.

2. Confirmation of Minutes

Moved By Councillor Hodge/Seconded By Councillor Donn

R1057/18/12/03 THAT the Minutes of the Regular Meetings of November 26, 2018 be confirmed as circulated.

Carried

3. Reports

3.1 RCMP Quarterly Council Update 2018: July to September

Superintendent Brent Mundle

- Displayed a PowerPoint Presentation outlining achievements in the 2016-2019 Crime Reduction Strategy and provided year-to-date crime statistics.
- Provided general comments on recommendations in the Public Safety Consultant Report on Public Safety that fall under the RCMP areas of responsibility or interest.
- Responded to questions from Council.

Moved By Councillor Hodge/Seconded By Councillor Singh

R1058/18/12/03 THAT Council receive the RCMP Quarterly/Yearly Update report from the Superintendent, Kelowna RCMP Detachment dated Dec. 3, 2018.

AND THAT the Superintendent Kelowna RCMP Detachment investigate providing Community Impact Statements signed by the Superintendent Kelowna RCMP Detachment and the Mayor to be included in our court packages that are forwarded to Crown Counsel for charge approval.

Carried

4. Committee Report

4.1 2018 Civic & Community Awards Nomination Period

Staff:

- Introduced members of the 2014-2018 Committee.

Amber Gilbert

- Displayed a PowerPoint Presentation identifying each category of nominations.

Mayor Basran:

- Thanked Ms. Gilbert for the past ten years spent as staff liaison to the Civic & Community Awards Committee.

Moved By Councillor Donn/Seconded By Councillor DeHart

R1059/18/12/03 THAT Council receives as information the report from the Community & Neighbourhood Services Manager dated December 3, 2018, which outlines the 44th Annual Civic & Community Award categories and nomination period.

Carried

5. Development Application Reports & Related Bylaws

5.1 McCurdy Rd 2755 OCP16-0004 Z16-0030 Prodev GP Ltd Inc No A87135 1378310 Alberta Ltd Inc. No A77231

Staff:

- Displayed a PowerPoint Presentation summarizing the reasons for the requested application extension.

Moved By Councillor Stack/Seconded By Councillor Donn

R1060/18/12/03 THAT in accordance with Development Application Procedures Bylaw No. 10540, the deadline for the adoption of Bylaw No. 11472 and Bylaw No. 11473, be extended from September 19, 2018 to September 19, 2019

AND THAT Council direct Staff to not accept any further extension requests.

Carried

5.2 Eagle Dr 925, Z18-0052 - Gary Johnson and Edi Cote

Staff:

- Displayed a PowerPoint Presentation summarizing the application.

Moved By Councillor Donn/Seconded By Councillor Wooldridge

R1061/18/12/03 THAT Rezoning Application No. Z18-0052 to amend the City of Kelowna Zoning Bylaw No. 8000 by changing the zoning classification of Lot 16 Section 29 Township 26 ODYD Plan 18073, located at 925 Eagle Drive, Kelowna, BC from the RU1 – Large Lot Housing zone to the RU1c – Large Lot Housing with Carriage House zone, be considered by Council;

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

Carried

5.3 Eagle Dr 925, Z18-0052 (BL11709) - Gary Johnson and Edi Cote

Moved By Councillor Hodge/Seconded By Councillor Singh

R1062/18/12/03 THAT Bylaw No. 11709 be read a first time.

Carried

5.4 Clement Ave 816, TA18-0006 & Z18-0059 - PC Urban Clement Holdings Ltd., Inc. No. BC 1099980

Staff:

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

Moved By Councillor Stack/Seconded By Councillor Given

R1063/18/12/03 THAT Rezoning Application No. Z18-0059 to amend the City of Kelowna Zoning Bylaw No. 8000 by changing the zoning classification of LOT B SECTION 30 TOWNSHIP 26 OSOYOOS DIVISION YALE DISTRICT PLAN EPP83554, located at 816 Clement Ave, Kelowna, BC from the I2 – General Industrial & I4 – Central Industrial zones to the I4 – Central Industrial zone.

AND THAT the Zoning Bylaw Text Amendment Bylaw Application No. TA18-0006 to amend the City of Kelowna Zoning Bylaw No. 8000 as described in Attachment 'B' outlined in the Report from the Community Planning Department dated November 29th 2017, be considered by Council;

AND THAT the Rezoning and Text Amendment Bylaws NOT be forwarded to a Public Hearing for further consideration until such time as OCP Amending Bylaw No. 11604 (OCP17-0021) and Rezoning Bylaw No. 11605 (Z17-0093) for the property located at 726 Clement Ave are adopted;

AND THAT final adoption of the Rezoning Bylaw be considered subsequent to the outstanding conditions of approval as set out in Attachment "A" attached to the Report from the Community Planning Department dated November 29th, 2018;

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

Carried

5.5 Clement Ave 816, TA18-0006 (BL11711) - PC Urban Clement Holdings Ltd., Inc. No. BC 1099980

Moved By Councillor Wooldridge/Seconded By Councillor Hodge

R1064/18/12/03 THAT Bylaw No. 11711 be read a first time.

Carried

5.6 Clement Ave 816, Z18-0059 (BL11712) - PC Urban Clement Holdings Ltd., Inc. No. BC 1099980

Moved By Councillor Singh/Seconded By Councillor Hodge

R1065/18/12/03 THAT Bylaw No. 11712 be read a first time.

Carried

5.7 Fuller Ave 555, OCP18-0013 Z18-0062 - City of Kelowna

Staff:

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

Moved By Councillor Given/Seconded By Councillor Hodge

R1066/18/12/03 THAT Official Community Plan Map Amendment Application No. OCP18-0013 to amend Map 4.1 in the Kelowna 2030 – Official Community Plan Bylaw No. 10500 by changing the Future Land Use designation of Lot 1 District Lot 139 ODYD Plan EPP78052, located at 555 Fuller Avenue, Kelowna, BC from the MRM – Multiple Unit Residential (Medium Density) designation to the MXR – Mixed Use (Residential / Commercial) designation, be considered by Council;

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

THAT Rezoning Application No. Z18-0062 to amend the City of Kelowna Zoning Bylaw No. 8000 by changing the zoning classification of Lot 1 District Lot 139 ODYD Plan EPP78052, located at 555 Fuller Avenue, Kelowna, BC from the RM5 – Medium Density Multiple Housing zone to the C7 – Central Business Commercial zone, be considered by Council;

AND THAT the Rezoning 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 December 3, 2018;

AND THAT Housing Agreement Bylaw No. 9999 be forwarded for rescindment consideration;

AND THAT final adoption of the Official Community Plan Map Amending Bylaw and the Rezoning Bylaw be considered subsequent to the rescindment of Housing Agreement Bylaw No. 9999;

AND THAT final adoption of the Official Community Plan Map Amending Bylaw and the Rezoning Bylaw be considered subsequent to the outstanding conditions of approval as set out in Attachment "A" attached to the Report from the Community Planning Department dated December 3, 2018;

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

Carried

5.8 Fuller Ave 555, OCP18-0013 (BL11713) - City of Kelowna

Moved By Councillor Hodge/Seconded By Councillor Wooldridge

R1067/18/12/03 THAT Bylaw No. 11713 be read a first time.

Carried

5.9 Fuller Ave 555, Z18-0062 (BL11714) - City of Kelowna

Moved By Councillor Wooldridge/Seconded By Councillor Singh

R1068/18/12/03 THAT Bylaw No. 11714 be read a first time.

Carried

5.10 Knox Cr. 1969, Z18-0098 - Charles and Lesley Roberts

Staff:

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

Moved By Councillor Hodge/Seconded By Councillor Singh

R1069/18/12/03 THAT Rezoning Application No. Z18-0098 to amend the City of Kelowna Zoning Bylaw No. 8000 by changing the zoning classification of Lot 6 District Lot 14 ODYD Plan 2767, located at 1969 Knox Crescent, Kelowna, BC from the RU1 – Large Lot Housing zone to the RU1c – Large Lot Housing with Carriage House zone, be considered by Council;

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

Carried

5.11 Knox Cr. 1969, Z18-0098 (BL11716) - Charles and Lesley Roberts

Moved By Councillor Donn/Seconded By Councillor Sieben

R1070/18/12/03 THAT Bylaw No. 11716 be read a first time.

Carried

5.12 Richter St 2125 and 2137, Z18-0081 - 1140648 B.C. LTD., Inc. No. 1140648

Staff:

- Displayed a PowerPoint Presentation summarizing the application.

Moved By Councillor Donn/Seconded By Councillor Wooldridge

R1071/18/12/03 THAT Rezoning Application No. Z18-0081 to amend the City of Kelowna Zoning Bylaw No. 8000 by changing the zoning classification of Lots 2 & 3 Section 19 Township 26 ODYD Plan 700 located at 2125 & 2137 Richter Street, Kelowna, BC from the RU6 – Two Dwelling Housing zone to the RM3 – Low Density Multiple Housing 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 Attachment "A" attached to the Report from the Community Planning Department dated December 3, 2018;

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

5.13 Richter St 2125 and 2137, Z18-0081 (BL11717) - 1140648 B.C. LTD., Inc. No. 1140648

Moved By Councillor Donn/Seconded By Councillor Sieben

R1072/18/12/03 THAT Bylaw No. 11717 be read a first time.

Carried

6. Bylaws for Adoption (Development Related)

6.1 Harvey Ave 1717 LUC18-0005 (BL11675) - Al Stober Construction Ltd

Moved By Councillor Sieben/Seconded By Councillor DeHart

R1073/18/12/03 THAT Bylaw No. 11675 be adopted.

Carried

Councillor Donn – Opposed

7. Non-Development Reports & Related Bylaws

7.1 Proposed Short-Term Rental Accommodation Regulations

Councillor DeHart declared a conflict of interest as her employer is in direct competition with short term rentals and because she owns two short term rentals on Sunset Drive and departed the meeting at 3:05 p.m.

Staff:

- Displayed a PowerPoint Presentation summarizing the proposed regulations for short term rental accommodations and responded to questions from Council.

Moved By Councillor Stack/Seconded By Councillor Given

R1074/18/12/03 THAT Council receives, for information, the report from the Community Planning Department dated December 3, 2018;

AND THAT Council direct staff to proceed with preparing bylaws and policies to implement the proposed short-term rental accommodation regulations and licensing.

Carried
Councillors Donn and Hodge – Opposed

Councillor DeHart rejoined the meeting at 4:11 p.m.

7.2 Community, Culture and Recreation Program Grant application for City Park

Staff:

- Provided information summarizing the grant application and responded to questions from Council.

Moved By Councillor Hodge/Seconded By Councillor Donn

R1075/18/12/03 THAT Council receives for information, the report from the Parks & Buildings Planning Manager dated December 3, 2018, with respect to the Community, Culture and Recreation Program Grant application for City Park;

AND THAT Council directs staff to make a grant application for City Park under the Investing in Canada Infrastructure – BC – Community, Culture and Recreation Infrastructure program, subject to budget approval to match funding.

Carried

7.3 Protection of the Fire Damaged Fleming House

Staff:

- Displayed a PowerPoint Presentation summarizing the proposed protective measures of the Fleming House and responded to questions from Council.

Moved By Councillor Donn/Seconded By Councillor Singh

R1076/18/12/03 THAT Council receives, for information, the report from Parks & Buildings Planning dated December 3, 2018, with respect to the protection of the fire-damaged Fleming House;

AND THAT Council direct staff to proceed with a temporary roof and other modifications to protect the remaining Fleming House structure following the July 2, 2018 fire.

Carried
Mayor Basran, Councillors Stack, Hodge and Wooldridge – Opposed

8. Bylaws for Adoption (Non-Development Related)

8.1 Raymer Rd (Portion of), BL11697 - Road Closure and Removal of Hwy Dedication

Mayor Basran invited anyone in the public gallery who deemed themselves affected to come forward.

No one in the gallery came forward.

Moved By Councillor Donn/Seconded By Councillor Sieben

R1077/18/12/03 THAT Bylaw No. 11697 be adopted.

Carried

8.2 BL11710 - Amendment No. 21 to Bylaw Notice Enforcement Bylaw No. 10475

Moved By Councillor Donn/Seconded By Councillor Sieben

R1078/18/12/03 THAT Bylaw No. 11710 be adopted.

Carried

Councillor Hodge – Opposed

9. Mayor and Councillor Items

There were no Mayor and Councillor items.

10. Termination

This meeting was declared terminated at 4:41 p.m.

Mayor Basran

/cm/acm

Amcella

for

City Clerk

REPORT TO COUNCIL



Date: Dec 10th 2018

RIM No. 1250-30

To: City Manager

From: Community Planning Department (AC)

Application: Z18-0106 **Owner:** Teano Holdings Ltd.
BC1090038

Address: 2627 & 2643 Gore Street **Applicant:** Shane Worman

Subject: Rezoning Application

Existing Zone: RU6 – Two Dwelling Housing

Proposed Zone: RM5 – Medium Density Multiple Housing

1.0 Recommendation

THAT Rezoning Application No. Z18-0106 to amend the City of Kelowna Zoning Bylaw No. 8000 by changing the zoning classification of Lot 7, District Lot 14, ODYD, Plan KAP7927, located at 2627 Gore Street, Kelowna, BC and Lot 8, District Lot 14, ODYD, Plan 7927, located at 2643 Gore Street, Kelowna, BC from the RU6 – Two Dwelling Housing zone to the RM5 – Medium Density Multiple Housing 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 Attachment “A” attached to the Report from the Community Planning Department dated September 26th, 2018;

2.0 Purpose

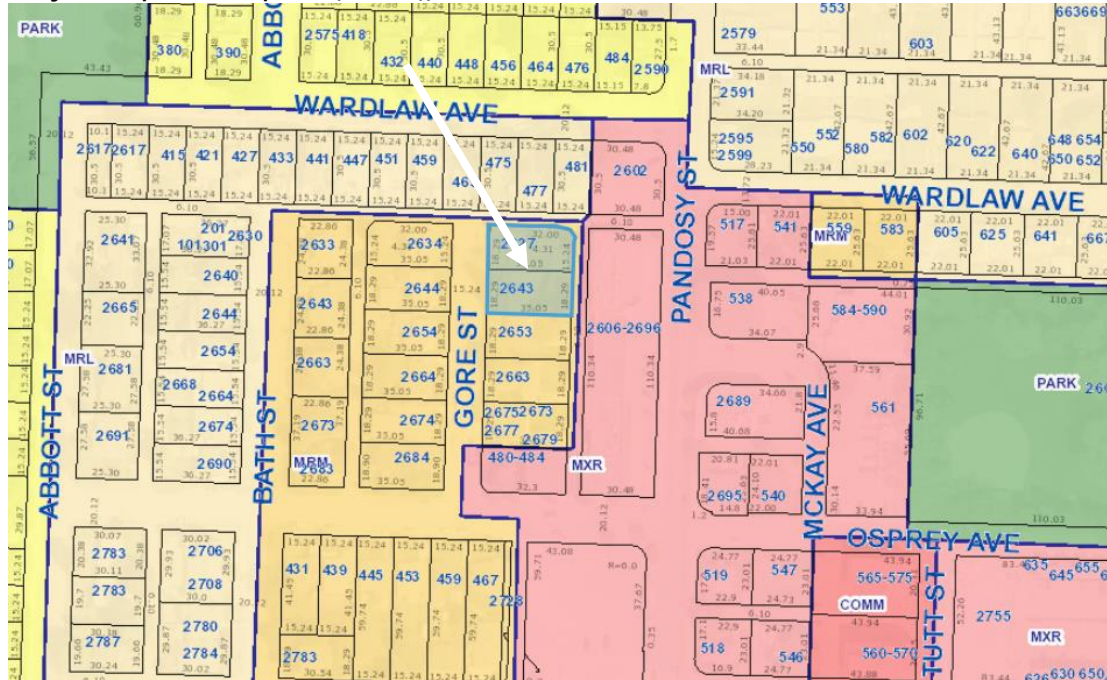
To rezone the subject properties from RU6 – Two Dwelling Housing zone to the RM5 – Medium Density Multiple Housing zone to facilitate an Apartment Housing development.

3.0 Community Planning

Staff are supportive of the rezoning application. All properties along Gore Street are designated for MRM – Medium Density Multiple Housing within the Official Community Plan (OCP) which supports apartment housing. The proposed RM5 zone and proposed apartment housing project meets the objectives and land use policies outlined in the OCP. One of the conditions of the proposal is completion of the engineering requirements (details attached to this report) but the summary of action items include: provide 0.8m lane dedication, lot consolidation, and frontage improvements.

Currently, a Development Permit and Development Variance Permit application has been submitted with the rezoning application for a four storey, 19 dwelling unit apartment building. There is one variance Staff are currently tracking to reduce the southern side yard setback (from 4.5m to 1.5m). Should the rezoning be adopted, Staff will provide a detailed Council report on the merits of the variance as well as on compliance to the form and character design guidelines for apartment housing.

Subject Properties Map: 2627 & 2647 Gore Street



4.0 Technical Comments

4.1 Development Engineering Department

See Attachment 'A', memorandum dated September 26th, 2018

5.0 Application Chronology

Date of Application Received: September 25th 2018

Date Public Consultation Completed: November 8th 2018

Report Prepared by: Adam Cseke, Planner Specialist
Reviewed by: Terry Barton, Urban Planning Department Manager
Approved for Inclusion: Ryan Smith, Community Planning Department Manager

Attachments:

Attachment 'A' Development Engineering Memo September 26th, 2018
 Initial Drawing Package and applicant rationale

CITY OF KELOWNA
MEMORANDUM

Date: September 26, 2018
File No.: Z18-0106
To: Community Planning (AC)
From: Development Engineering Manager(JK)
Subject: 2627-2643 Gore Street RU6 to RM5

Development Engineering has the following 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 Jason Angus

.1) Domestic Water and Fire Protection

- a) The development site is presently serviced with a small diameter (19-mm) water services. The developer's consulting mechanical engineer will determine the domestic, fire protection requirements of this proposed development and establish hydrant requirements and service needs. Only one service will be permitted for this development.
- b) It is apparent that the existing 150mm diameter watermain within Gore Street is substandard. The applicant, at their cost, will arrange for upgrading of watermain along the full frontage to Osprey Ave and the installation of one new larger water service.

.2) Sanitary Sewer

- (a) The development site is presently serviced with a 100mm-diameter sanitary sewer service. Only one service will be permitted for this development. The developer's consulting civil engineer will determine sanitary sizing for this development. The applicant, at his cost, will arrange for the removal of the existing service and the installation of a new larger service if required.
- (b) The existing 150mm sanitary main is substandard and must be upgraded to a 200mm main from Osprey Ave including the full frontage of this development.

.3) Storm Drainage

- (a) The developer must engage a consulting civil engineer to provide a storm water management plan for these sites which meets the requirements of the City Subdivision Development and Servicing Bylaw 7900. The storm water management plan must also include provision of lot grading plans, minimum basement elevations (MBE), if applicable, and provision of a storm drainage service and recommendations for onsite drainage containment and disposal systems.

- (b) Only one service will be permitted for this development. The applicant, at their cost, will arrange the installation of one overflow service.

.4) Road Improvements

- (a) Gore Street fronting this development must be upgraded to an urban standard to including barrier curb & gutter, concrete sidewalk, landscaped boulevard and relocation or adjustment of existing utility appurtenances if required to accommodate the upgrading construction.
- (b) The lane fronting this development is constructed to a paved standard, therefore the only upgrade that is required is the pavement widening.

.5) Road Dedication and Subdivision Requirements

By registered plan to provide the following:

- a) Dedicate 0.8m width along the full lane frontage.
- b) Grant statutory rights-of-way if required for utility services
- c) Lot consolidation is required

.6) Electric Power and Telecommunication Services

- a) All proposed distribution and service connections are to be installed underground. Existing distribution and service connections, on that portion of a road immediately adjacent to the site, are to be relocated and installed underground as this site is located within the South Pandosy urban town centre.
- b) Streetlights must be installed on Gore Street.
- c) Make servicing applications to the respective Power and Telecommunication utility companies. The utility companies are required to obtain the City's approval before commencing construction.
- d) Re-locate existing poles and utilities, where necessary. Remove aerial trespass (es).

.7) 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 an approved consulting civil engineer. Designs must be submitted to the City Engineering Department for review and marked "issued for construction" by the City Engineer before construction may begin.

.8) Design and Construction

- a) 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. Drawings must conform to City standards and requirements.
- b) Engineering drawing submissions are to be in accordance with the City's "Engineering Drawing Submission Requirements" Policy. Please note the number of sets and drawings required for submissions.

- c) Quality Control and Assurance Plans must be provided in accordance with the Subdivision, Development & Servicing Bylaw No. 7900 (refer to Part 5 and Schedule 3).
- d) A "Consulting Engineering Confirmation Letter" (City document 'C') must be completed prior to submission of any designs.
- e) Before any construction related to the requirements of this subdivision application commences, design drawings prepared by a professional engineer must be submitted to the City's Works & Utilities Department. The design drawings must first be "Issued for Construction" by the City Engineer. On examination of design drawings, it may be determined that rights-of-way are required for current or future needs.

.9) Servicing Agreements for Works and Services

- a) 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.
- b) 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.

.10) Latecomer Protection

Under provisions of Section 990 of the BC Municipal Act, and in conformance with the City of Kelowna Subdivision Development & Servicing Bylaw No. 7900, the owner is eligible to apply for latecomer protection for the following:

- i) Watermain and Sanitary replacement within Gore Street

.11) Survey Monuments and Iron Pins

If any legal survey monuments or property iron pins are removed or disturbed during construction, the developer will be invoiced a flat sum of \$1,200.00 per incident to cover the cost of replacement and legal registration. Security bonding will not be released until restitution is made.

.12) Administration Charge

An administration charge will be assessed for processing of this application, review and approval of engineering designs and construction inspection. The administration charge is calculated as (3.5% of Total Off-Site Construction Cost plus GST).

14) Development Permit and Site Related Issues

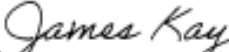
Access and Manoeuvrability

- (i) The access to this site must be from the lane. Access to Gore Street is not permitted as per bylaw.

15. Geotechnical Report

As a requirement of this application the owner must provide a geotechnical report prepared by a Professional Engineer qualified in the field of hydro-geotechnical survey to address the following:

- (a) Area ground water characteristics.
- (b) Site suitability for development, unstable soils, etc.
- (c) Drill and / or excavate test holes on the site and install piezometers if necessary. Log test hole data to identify soil characteristics, identify areas of fill if any. Identify unacceptable fill material, analyse soil sulphate content, identify unsuitable underlying soils such as peat, etc. and make recommendations for remediation if necessary.
- (d) List extraordinary requirements that may be required to accommodate construction of roads and underground utilities as well as building foundation designs.
- (e) Additional geotechnical survey may be necessary for building foundations, etc.



James Kay, P. Eng.
Development Engineering Manager
JA



WORMAN

WORMAN HOMES | WORMAN COMMERCIAL

Sept. 14, 2018

Re: 2627 & 2643 Gore Street
Development and Variance Rationale Letter

Dear City Staff and Council,

The attached application for the two lots at 2627 & 2643 Gore Street is for a 19 unit, 4 storey apartment building. The development features 2 main floor, 2 bedroom units facing Gore with both external access from the street and internal access. The balance of the units are all accessible from common lobbies and elevator. There is a good mix of 1 & 2 bedroom units all with oversized balconies. Parking for the development is a mix of underbuilding parking (18 stalls) and exterior at grade stalls accessed from the rear lane.

The building using high quality building materials with the bulk of the building being brick. High quality landscape design with stepped planters have been used to soften the building's front on Gore, similar to the way Abbott House has softened their front to Abbott just around the corner.

The future land use designation for this property is MRL so our application features the RM5 zone which is consistent with this designation.

Our proposal meets all the requirements under the RM5 zone except for one sideyard setback. This reduced setback, to the south side of the lot, allows for an extra 2 underground covered parking stalls. The variance is only required to a height of 2 m above grade, which is the same height as a sideyard fence. We felt this minor variance would have no impact on the neighbour to the south (as it is the same height as the fence) and yet provide 2 more covered and hidden parking stalls which would be an overall benefit to the neighbourhood.

Our application maintains our design philosophy of creative solutions to density on small lots. We hope you will see this as an asset to the South Pandosy urban fabric and look forward to the application's approval.

Sincerely,

Shane Worman
Worman Homes/ Worman Commercial

P. 250.762.0040

F. 250.762.0550



WORMAN
WORMAN HOMES | WORMAN COMMERCIAL

CITY OF KELOWNA

BYLAW NO. 11721

Z18-0106 – 2627 & 2643 Gore Street

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 14, ODYD, Plan KAP7927, located on Gore Street, Kelowna, BC and Lot 8, District Lot 14, ODYD, Plan 7927, located on Gore Street, Kelowna, BC from the RU6 – Two Dwelling Housing zone to the RM5 – Medium 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 this

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: December 10, 2018

RIM No. 0920-20

To: City Manager

From: Community Planning Department (TA)

Application: Z18-0034 **Owner:** 0959036 BC Ltd Inc. No. BC0959036

Address: 252 Old Vernon Rd **Applicant:** Kim McKechnie

Subject: Rezoning Application

Existing OCP Designation: IND - Industrial

Existing Zone: A1 – Agriculture 1
A1c – Agriculture 1 with Carriage House

Proposed Zone: I2 – General Industrial

1.0 Recommendation

THAT Rezoning Application No. Z18-0034 to amend the City of Kelowna Zoning Bylaw No. 8000 by changing the zoning classification of a Lot A, District Lot 2, ODYD, Plan EPP75507, located at 252 Old Vernon Road, Kelowna, BC from the A1 – Agriculture 1 and A1c – Agriculture 1 with Carriage House zone to the I2 – General Industrial zone, be considered by Council;

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

2.0 Purpose

To rezone the subject property from the A1 – Agriculture 1 and A1c – Agriculture 1 with Carriage House zone to the I2 – General Industrial zone to facilitate the development of an industrial building.

3.0 Community Planning

Community Planning supports the proposed rezoning as it is consistent with the Official Community Plan Future Land Use of IND – Industrial. The subject properties are currently split zoned and the proposed rezoning to I2 – General Industrial will eliminate the split zone circumstance and provide a consistent zone for the parcel. The I2 zone will allow a number of industrial uses on the property similar to the majority of properties in the immediate area that also utilize the same zone.

4.0 Proposal

4.1 Background

The subject property had several structures on the property that have been demolished in anticipation of the redevelopment of the property. The proposed rezoning will facilitate the development of a large industrial building. Should Council support the rezoning, the project will require a Staff issued Development Permit for the form and character prior to proceeding to Building Permit. There are no variances being tracked at this time.

4.2 Site Context

The subject property is located at the intersection of Acland Road, Rutland Road N, and Old Vernon Road. It is the last remaining undeveloped property in this industrial area. Surrounding land uses include predominantly I2 – General Industrial with some I1 – Business Industrial.



5.0 Current Development Policies

5.1 Kelowna Official Community Plan (OCP)

Future Land Use: Industrial (IND). Light and heavy industrial uses as well as Industrial/Business activities and airport related industrial uses. Industrial/business service refers to uses that provide services and support to industrial and business customers. This designation may also include CD Comprehensive Development zoning that provides for industrial uses.

6.0 Application Chronology

Date of Application Received:	March 29, 2018
Date Public Consultation Completed:	September 11, 2018
Date Development Permit Application Received:	August 31, 2018

Report prepared by:	Trisa Atwood, Planner II
Reviewed by:	Terry Barton, Urban Planning Manager
Approved for Inclusion:	Ryan Smith, Community Planning Department Manager

Attachments:

Attachment "A": Proposed Site Plan

ATTACHMENT A

This forms part of application

Z18-0034



Planner Initials

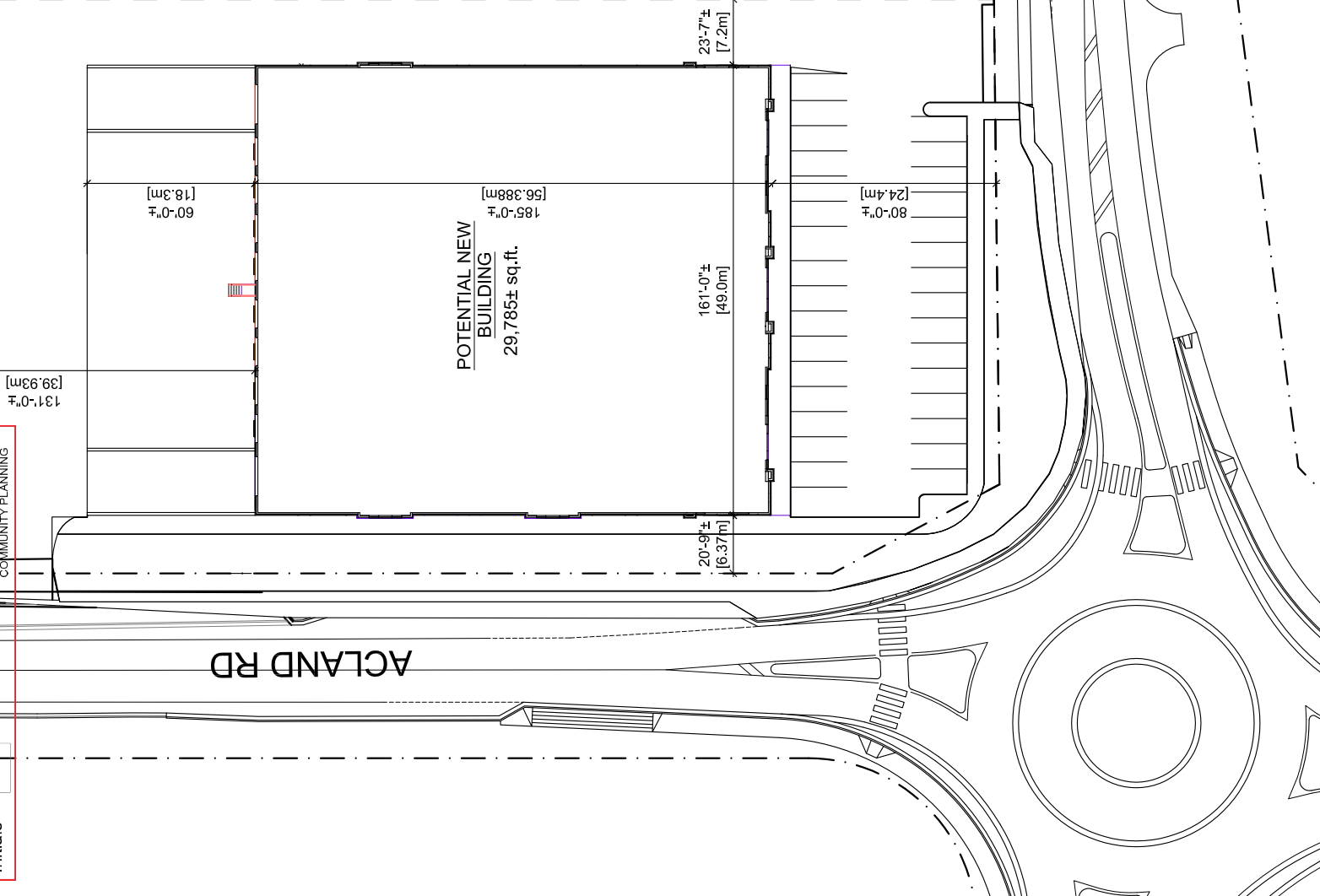
TA

PROJECT DATA

CIVIC ADDRESS: 252 - 278 OLD VERNON ROAD
 LEGAL DESCRIPTION: LOT A, PLAN EPP75507,
 DISTRICT LOT 2, TWP 23, O.D.X.D.
 PROPOSED ZONING: I2 - GENERAL INDUSTRIAL
 SITE AREA: 80,490 SQ.FT. (7,478 SQ.M.)

ZONING BYLAW REQUIREMENTS

	PERMITTED	PROPOSED
LOT WIDTH	40.0m	62.6m
LOT DEPTH	35.0m	123m
LOT AREA	4,000 sq.m.	7,478 sq.m.
FLOOR AREA RATIO (FAR)	1.5	.37
SITE COVERAGE	60% (13,835 sq.m.)	40%
HEIGHT (m)	14.0m	11.0m / 1 STOREY
SETBACKS (m)		
FRONT (OLD VERNON ROAD)	7.5m	26.2m
SIDE (FLANKING-EAST)	6.0m	7.3m
SIDE (WEST)	0.0m	6.1m
REAR (NORTH)	0.0m	39.9m
PARKING		
GENERAL INDUSTRIAL (1,217 sq.m. x 2.0/100 sq.m. GFA)	24 STALLS	
WAREHOUSING (1,550 sq.m. x 0.5/100 sq.m. GFA)	8 STALLS	
	32 STALLS	32 STALLS



CALLAHAN
PROPERTY GROUP

218 - 1626 Richter Street, Kelowna, B.C. V1Y 2M3
 Ph: (250) 717-3000 Fax: (250) 717-3400
 Website: www.callahanpg.ca

PROJECT FOR:

ACLAND & OLD VERNON RD
 KELOWNA, B.C.

DRAWING:

SITE PLAN
80,490± SQ.FT.

DRAWN BY:

JL

CHECKED BY:

DATE: 16-03-2018
 SCALE: NTS

PROJECT NO.:

DRAWING NO.:

1 OF **1**

CITY OF KELOWNA
BYLAW NO. 11722
Z18-0034 – 252 Old Vernon Road

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 a Lot A, District Lot 2, ODYD, Plan EPP75507, located on Old Vernon Road, Kelowna, BC from the A1 – Agriculture 1 and A1c – Agriculture 1 with Carriage House zone to the I2 – General Industrial 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 this

Read a second and third time by the Municipal Council this

Approved under the Transportation Act this

(Approving Officer – Ministry of Transportation)

Adopted by the Municipal Council of the City of Kelowna this

Mayor

City Clerk

REPORT TO COUNCIL



Date: December 10, 2018

RIM No. 1250-30

To: City Manager

From: Community Planning Department (KB)

Application: Z18-0097 **Owner:** Parminder Singh Kindhra and Sheetu Kindhra

Address: 1354 Rutland Road North **Applicant:** Urban Options Planning and Permits

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. Z18-0097 to amend the City of Kelowna Zoning Bylaw No. 8000 by changing the zoning classification of Lot 1 Section 35 Township 26 Osoyoos Division Yale District Plan 14,663, located at 1354 Rutland Road North, Kelowna, BC from the RU₁ – Large Lot Housing zone to the RM₃ – Low Density Multiple Housing 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 December 10, 2018;

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.

2.0 Purpose

To rezone the subject property from the RU₁ – Large Lot Housing zone to the RM₃ – Low Density Multiple Housing zone, to facilitate the development of multiple dwelling housing.

3.0 Community Planning

Community Planning Staff support the rezoning application from the RU1 – Large Lot Housing zone to the RM3 – Low Density Multiple Housing zone. The proposed RM3 zone is consistent with the OCP Future Land Use Designation for the property of MRL - Multiple Unit Residential (Low Density). The proposed development is also consistent with a number of OCP urban infill policies including the inclusion of a variety of housing unit types and sizes.

Staff are currently tracking two variances on the development, for the rear yard setback and the south side yard setback. Should Council support this rezoning, Staff will bring forward a Development Permit and Development Variance Permit for Council consideration.

4.0 Proposal

4.1 Project Description

The application is to rezone the subject property from the RU1 – Large Lot Housing zone to the RM3 – Low Density Multiple Housing zone to allow for the multiple dwelling development in the form of row housing.

The proposed development features 19 row housing units, in four separate buildings, accessed through one central internal drive aisle. Should the rezoning be supported by Council, Staff will bring forward a Development Permit and a Development Variance Permit for Council consideration, prior to any building permits being issued.

4.2 Site Context

The subject property is located on the west side of Rutland Road North, between McCurdy Road and Fitzpatrick Road. It is within the Permanent Growth Boundary and the City's Rutland OCP Sector.

Subject Property Map: 1354 Rutland Road North



5.0 Technical Comments

5.1 Development Engineering Department

See Schedule "A" – City of Kelowna Memorandum

6.0 Application Chronology

Date of Application Received: August 29, 2018

Date Public Consultation Completed: November 19, 2018

Report prepared by: Kimberly Brunet, Planner

Reviewed by: Terry Barton, Urban Planning Manager

Approved for Inclusion: Ryan Smith, Community Planning Department Manager

Attachments:

Schedule "A" – City of Kelowna Memorandum

Attachment "A" – Draft Site Plan

CITY OF KELOWNA
MEMORANDUM

Date: September 06, 2018
File No.: Z18-0097
To: Urban Planning Management (KB)
From: Development Engineering Manager (JK)
Subject: 1354 Rutland Rd N RU1 to RM3

The Development Engineering Department has the following comments and requirements associated with this rezoning application to rezone the subject properties from RU1 – Large Lot Housing to RM3 – Low Density Multiple Housing. 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 Andy Marshall.

1. Domestic Water and Fire Protection

- a) This development is within the service area of the Black Mountain Irrigation District (BMID). The developer is required to make satisfactory arrangements with the BMID for these items. All charges for service connection and upgrading costs, as well as any costs to decommission existing services are to be paid directly to BMID.
- b) The developer must obtain the necessary permits and have all existing utility services disconnected prior to removing or demolishing the existing structures.

2. Sanitary Sewer

- a) 1354 Rutland Rd N is currently serviced with 100mm sanitary services. The developer's consulting mechanical engineer will determine the development requirements of this proposed development and establish the service needs. Only one service will be permitted for this development. The applicant, at his cost, will arrange for the removal and disconnection of the existing services and the installation of one new larger service if necessary. Any service improvement and decommissioning works may be included in an offsite servicing design package submission including an estimate for bonding purposes.
- b) 1354 Rutland Rd N is currently within Sanitary Sewer Specified Area # 20. The developer will be responsible to cash commute, pay in full, the specified area charges for this development. The charge is currently set at \$1,786.52 per Single Family Equivalent (SFE). The calculation of this fee is as follows: (19 units x 0.7 SFE/unit) – 1 SFE (credit for original property) X \$1,786.52 = \$21,974.20

3. Storm Drainage

The developer must engage a consulting civil engineer to provide a storm water management plan for the site, which meets the requirements of the Subdivision, Development and Servicing Bylaw No. 7900. The storm water management plan must also include provision of lot grading plan, minimum basement elevation (MBE), if applicable, and provision of a storm drainage service for the development and / or recommendations for onsite drainage containment and disposal systems. Only one service will be permitted for this development. The applicant, at his cost, will arrange the installation of one overflow service if required.

4. Road Improvements

- a) Rutland Road North is identified in the OCP Transportation Servicing Plan as a 4-lane arterial with an active transportation component. Road Cross section SS-R11 is to be used.
- b) The applicant must have a civil engineering consultant submit a design for roadway improvements along the entire frontage of the subject properties. This will include curb and gutter, sidewalk, street lighting, landscaped boulevard, storm drainage system, pavement removal and replacement and re-location or adjustment of utility appurtenances if required to accommodate the upgrading construction. An estimate for public side works will be required, for bonding purposes, to be submitted by the applicants civil engineering consultant.
- c) This development application will be limited to one, maximum 6m wide, access to Rutland Rd N..

5. Road Dedication and Subdivision Requirements

- a) Provide 5m of road dedication along Rutland Road N.
- b) Grant statutory rights-of-way if required for utility services.

6. Electric Power and Telecommunication Services

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

7. Design and Construction

- a) 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. Drawings must conform to City standards and requirements.
- b) Engineering drawing submissions are to be in accordance with the City's "Engineering Drawing Submission Requirements" Policy. Please note the number of sets and drawings required for submissions.
- c) Quality Control and Assurance Plans must be provided in accordance with the Subdivision, Development & Servicing Bylaw No. 7900 (Part 5 and Schedule 3).
- d) A "Consulting Engineering Confirmation Letter" (City document 'C') must be completed prior to submission of any designs.

- e) Before any construction related to the requirements of this subdivision application commences, design drawings prepared by a professional engineer must be submitted to the City's Development Engineering Department. The design drawings must first be "Issued for Construction" by the City Engineer. On examination of design drawings, it may be determined that rights-of-way are required for current or future needs.

8. Servicing Agreements for Works and Services

- a) A Servicing Agreement is required for all offsite 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.
- b) 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.

9. Other Engineering Comments

- a) Provide all necessary Statutory Rights-of-Way for any utility corridors as required.
- b) If any road dedication affects lands encumbered by a Utility right-of-way (such as Fortis, etc.) please obtain the approval of the utility prior to application for final subdivision approval. Any works required by the utility as a consequence of the road dedication must be incorporated in the construction drawings submitted to the City's Development Manager.

10. Geotechnical Report

- a) Provide a comprehensive geotechnical report prepared by a Professional Engineer competent in the field of hydro-geotechnical engineering to address the items below: **NOTE: The City is relying on the Geotechnical Engineer's report to prevent any damage to property and/or injury to persons from occurring as a result of problems with soil slippage or soil instability related to this proposed development.**
- Overall site suitability for development.
 - Presence of ground water and/or springs.
 - Presence of fill areas.
 - Presence of swelling clays.
 - Presence of sulphates.
 - Potential site erosion.
 - Provide specific requirements for footings and foundation construction.
 - Provide specific construction design sections for roads and utilities over and above the City's current construction standards


11. Development Permit and Site Related Issues

Access and Manoeuvrability

- (i) Ensure acceptable turning movements onsite for MSU design vehicle.
- (ii) Any bicycle racks included with this development shall be onsite.

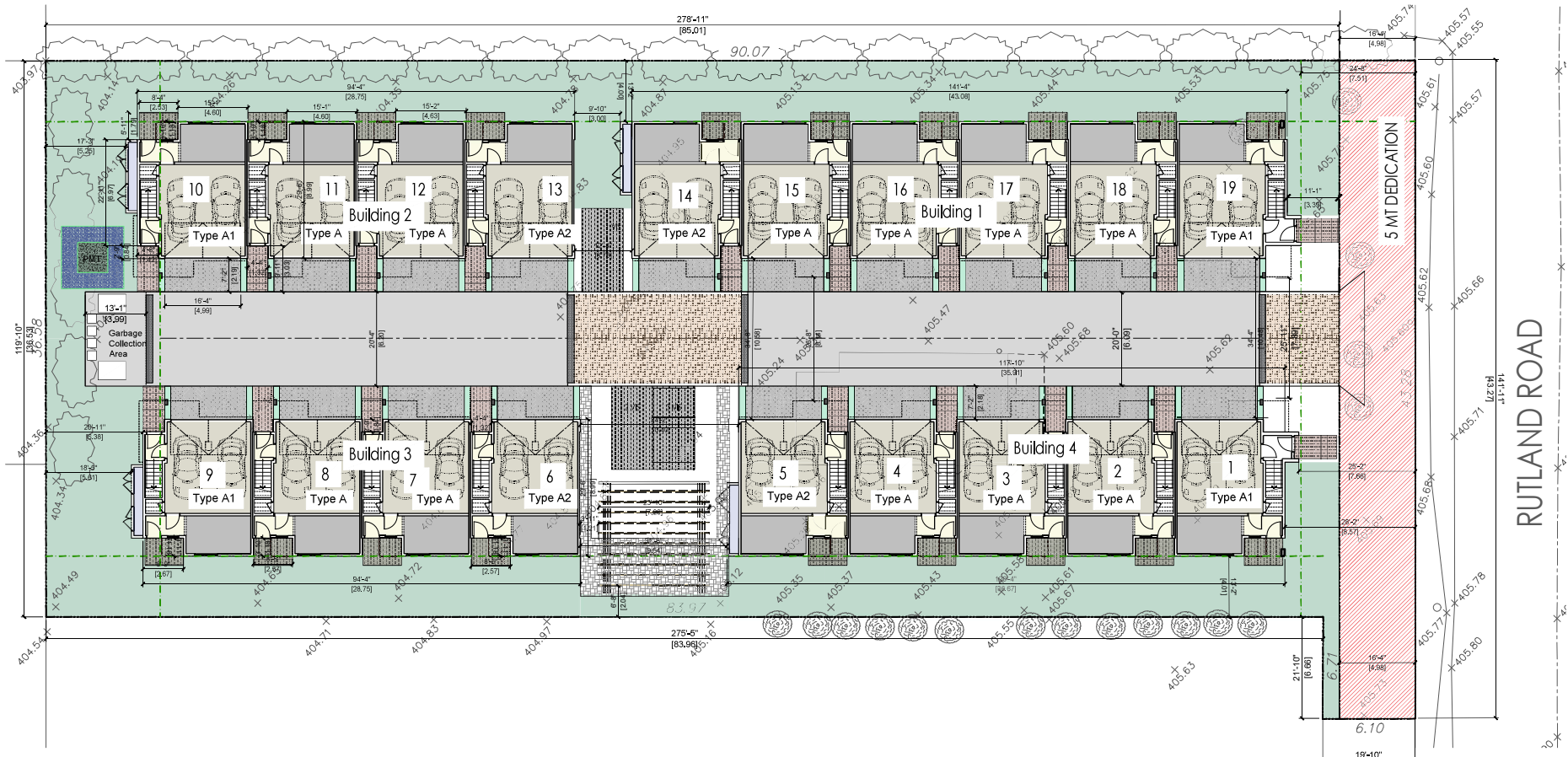
12. Charges and Fees

- a) Development Cost Charges (DCC's) are payable.
- b) Fees per the "Development Application Fees Bylaw" include:
 - i) Engineering and Inspection Fee: 3.5% of construction value (plus GST).
 - ii) Bike lane painting by Third Party Work order through City Yards.
- c) Spec Area fees: **\$21,974.20**



James Kay, P. Eng.
Development Engineering Manager

agm



RUTLAND ROAD

UNIT TYPE	AREA			TOTAL	NOS.	BEDROOMS	TOTAL FAR
	LVL 1	LVL 2	LVL 3				
TYPE 'A'	246.00 Sq. Ft.	628.00 Sq. Ft.	624.00 Sq. Ft.	1,498.00 Sq. Ft.	11	3	16,478.00 Sq. Ft.
TYPE 'A1, A2'	246.00 Sq. Ft.	628.00 Sq. Ft.	624.00 Sq. Ft.	1,498.00 Sq. Ft.	8	3	11,984.00 Sq. Ft.
					19		28,462.00 Sq. Ft.

SITE AREA 35,710.00 Sq. Ft. NETSITE AREA 33,377.00 Sq. Ft.

1 SITE PLAN
 Scale: 3/32" = 1'



Unit 205-6321 King George Blvd
 Surrey BC, V3R 1G1
 www.flatarchitecture.ca
 contact@flatarchitecture.ca
 Ph: 604-503-4484

PROJECT INFO:
 DATE: 22-May-18 DRAWN BY: R.W.
 SCALE: 3/32"=1' PROJECT NO: 18-219

OWNER:
 P. arndt Kinthra

REV	DESCRIPTION	BY	DATE

Site Plan

A1.0

34

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CITY OF KELOWNA

BYLAW NO. 11723

Z18-0097 – 1354 Rutland Road North

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 1 Section 35 Township 26 Osoyoos Division Yale District Plan 14663, located on Rutland Road North, Kelowna, BC 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 this

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: December 10, 2018

RIM No. 1250-30

To: City Manager

From: Community Planning Department (LK)

Application: Z18-0068

Owner: Miles & Lisa Laing

Address: 786 Coopland Crescent

Applicant: Miles & Lisa Laing

Subject: Rezoning Application

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

Existing Zone: RU6 – Two Dwelling Housing

Proposed Zone: RM1 – Four Dwelling Housing

1.0 Recommendation

THAT Rezoning Application No. Z18-0068 to amend the City of Kelowna Zoning Bylaw No. 8000 by changing the zoning classification of Lot 29 District Lot 135 ODYD Plan 22856, located at 786 Coopland Crescent, Kelowna, BC from the RU6 – Two Dwelling Housing zone to the RM1 – Four Dwelling Housing, 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 Attachment "A" attached to the Report from the Community Planning Department dated January 7, 2019;

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.

2.0 Purpose

To consider rezoning the subject property from the RU6 – Two Dwelling Housing zone to the RM1 – Four Dwelling Housing zone to facilitate the development of four dwelling housing.

3.0 Community Planning

Community Planning Staff are supportive of the proposed rezoning application to facilitate the development of four dwelling units on the existing parcel. The proposed development is located within the Permanent Growth Boundary and is within the South Pandosy Urban Centre. The property is in proximity of many nearby amenities including the South Pandosy shops, restaurants, parks and recreational opportunities in the immediate area.

4.0 Proposal

4.1 Project Description

The proposal includes two dwelling units within the street facing existing house, and would see a second building constructed at the rear of the parcel. The new building would contain one parking stall along with two dwelling units and three additional parking stalls provided at-grade with access from the rear lane.

Should Council support the rezoning, the Development Permit and associated variances would come before Council for consideration. The variances would include: site access, the consideration of Cash In Lieu Parking or reduction of parking spaces provided. Staff continue to work with the applicant and will address these concerns in greater detail with Council's consideration of the Development Permit and variances.

4.2 Site Context

Subject Property Map: 786 Coopland Crescent



5.0 Technical Comments

5.1 Development Engineering Department

- Refer to Attachment 'A' dated June 19, 2018.

6.0 Application Chronology

Date of Application Received:	June 11, 2018
Date of Amended Application Received:	November 20, 2018
Date Public Consultation Completed:	November 23, 2018

Report prepared by:	Lydia Korolchuk, Planner
Reviewed by:	Dean Strachan, Suburban and Rural Planning Manager
Approved for Inclusion:	Ryan Smith, Community Planning Department Manager

Attachments:

Attachment A: Development Engineering Memorandum
Attachment B: Site Plan

CITY OF KELOWNA
MEMORANDUM

ATTACHMENT **A**

This forms part of application
Z18-0068



City of
Kelowna
COMMUNITY PLANNING

Planner
Initials

Date: June 19, 2018
File No.: Z18-0068
To: Community Planning (LK)
From: Development Engineering Manager (JK)
Subject: 786 Coopland Cr

RU6 to RM1

The Development Engineering Department has the following comments and requirements associated with this rezoning 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 Jason Angus

1. **Domestic Water and Fire Protection**

The subject property is currently serviced with a 19mm water service. Only one service will be permitted for this development. The applicant will arrange for the disconnection of existing service and the installation of a new service. The disconnection of the existing small diameter water services and the tie-in of a larger new service can be provided by City forces at the developer's expense. One metered water service will supply the development. The applicant will be required to sign a Third Party Work Order for the cost of the water service upgrades. For estimate inquiry's please contact Jason Angus, by email jangus@kelowna.ca or phone, 250-469-8783.

2. **Sanitary Sewer**

Our records indicate that this property is currently serviced with a 100mm-diameter sanitary sewer service. An inspection chamber (IC) complete with brooks box must be installed on the service at the owner's cost. Service upgrades can be provided by the City at the applicant's cost. The applicant will be required to sign a Third Party Work Order for the cost of the service upgrade. For estimate inquiry's please contact Jason Angus, by email jangus@kelowna.ca or phone, 250-469-8783.

3. **Road Improvements**

Coopland Cr. must be upgraded to an urban standard along the full frontage of this proposed development, including curb and gutter, sidewalk, drainage system including catch basins, manholes and pavement removal and replacement, street lighting and re-location or adjustment of utility appurtenances if required to accommodate the upgrading construction.

A one-time cash payment in lieu of construction must be collected from the applicant for future construction by the City. The cash-in-lieu amount is determined to be **\$22,030.30** not including utility service cost.

4. **Subdivision**

(a) Grant Statutory Rights of Way if required for utility services.

- (b) If any road dedication or closure affects lands encumbered by a Utility right-of-way (such as Hydro, Telus, Gas, etc.) please obtain the approval of the utility. Any works required by the utility as a consequence of the road dedication or closure must be incorporated in the construction drawings submitted to the City's Development Manager

5. Development Permit and Site Related Issues

Direct the roof drains into on-site rock pits or splash pads.

Access is permitted from the lane only.

6. Electric Power and Telecommunication Services

The electrical and telecommunication services to this building must be installed in an underground duct system, and the building must be connected by an underground service. It is the developer's responsibility to make a servicing application with the respective electric power, telephone and cable transmission companies to arrange for these services, which would be at the applicant's cost.

7. Bonding and Levy Summary

(a) Levies

1. Coopland Cr. & Laneway improvements	\$22,030.30
--	--------------------

(b) Bonding

1. Service upgrades	To be determined
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James Kay, P. Eng.
Development Engineering Manager

JA

CITY OF KELOWNA

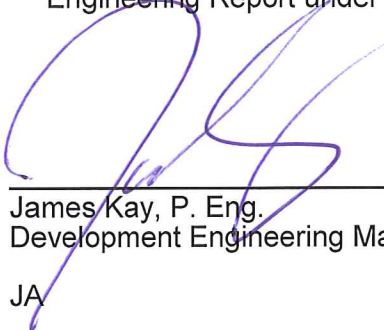
MEMORANDUM

Date: June 19, 2018
File No.: DP18-0126
To: Community Planning (LK)
From: Development Engineering Manager (JK)
Subject: 786 Coopland Cr.

The Development Engineering comments and requirements regarding this Development Permit application are as follows:

1. **General.**

- a) All the offsite infrastructure and services upgrades are addressed in the Rezoning Engineering Report under file Z18-0068.



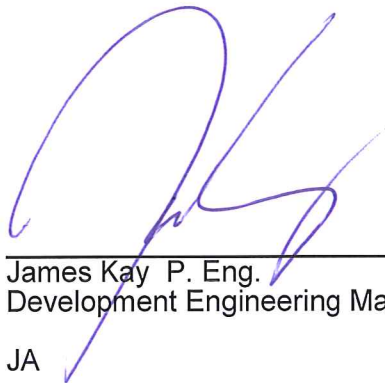
James Kay, P. Eng.
Development Engineering Manager
JA

CITY OF KELOWNA
MEMORANDUM

Date: June 19, 2018
File No.: DVP18-0127
To: Community Planning (LK)
From: Development Engineering Manager (JK)
Subject: 786 Coopland Cr.

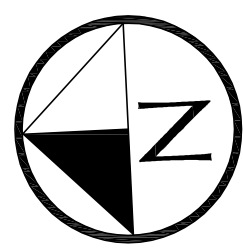
The Development Engineering Department comments and requirements regarding this application for the form and character of a four dwelling housing with variances to the east & west side setbacks of the existing dwelling and to reduce the parking requirement from 6 stalls required to 5 stalls proposed are as follows:

1. This application does not compromise any City of Kelowna municipal infrastructure.



James Kay P. Eng.
Development Engineering Manager

JA



LEGEND

- Lot Boundary Lines
- Site Easements
- Line of Fire Separation
- Existing Buildings
- CROSS SECTION MARKER
 - section identification
 - direction of view
 - sheet where drawn

ASSEMBLIES
 Zoning: RM1

Site Details
 Lot Area: 566.7m² / 6100sqft
 Lot Width: 15.24m / 50ft
 Lot Depth: 37.2m / 122 ft

Floor Area Ratio: 0.6
 Total Floor Area: 340m² / 3660sqft

Existing Principle Dwelling Details
 Total Floor Area: 193.2m² / 2080sqft
 Storage Allocation: 17.3m² / 186sqft
 Height (to midpoint of roof): 7.25m / 23'-9 1/2"

Total Floor Area Allowance (Minus Existing Principle Dwelling): 164m² / 1766sqft

Secondary Dwelling
 Main Floor Area: 70.3m² / 736.4sqft
 Second Floor Area: 93m² / 1000.6sqft
 Proposed Total Floor Area: 163.3m² / 1737sqft
 Total Height: 8.1m / 26'-7 1/2"

Setbacks
 Front(north): 21.4m / 70'-3 3/4"
 Side (east): 2.5m / 8'-2 3/8"
 Rear (south): 6.0m / 19'-8 1/4"
 Side (west): 2.5m / 8'-2 3/8"
 Distance between Principle Dwelling: 3.8m / 12'-6 1/4"

Private Open Spaces
 4 No. 25m² / 269sqft Areas adjacent to dwelling entrances

Site Coverage (%)
 Total Site Coverage Allowance (50%): 283.3m² / 3050sqft
 Total Building Coverage Allowance (40%): 226.7m² / 2440sqft

Principle Dwelling Footprint: 96.6m² / 1040sqft
 Existing Covered Deck: 9.6m² / 103.3sqft
 Secondary Dwelling Footprint: 94m² / 1012sqft
 Total Proposed Building Coverage: (35.3%) 200.2m² / 2155sqft

1# Full size parking spaces: 15m² / 161.5sqft
 2# Med. size parking spaces: 22m² / 236.8sqft
 Rear driveway / setback: 10.65m² / 114.6sqft
 1# Full size parking space on existing driveway: 30.7m² / 330.5sqft
 Total Proposed Site Coverage: (49.1%) 278.5m² / 2997.7sqft

Parking Stalls Allocation	Min.	Provided
Principle Dwelling :	2	1
Basement Suite:	1	1
Secondary Dwelling:	2	2
Secondary Dwelling Studio:	1	1
Total No. Parking Stalls:	6	5

REV	COMMENTS	DATE	BY
1			

PROJECT
 786 Coopland Crescent
 Plan 22856 Lot 29
 Kelowna
 British Columbia

TITLE
 PROPOSED SECONDARY SITE PLAN

SCALE **DATE**
 3/16" = 1'-0" MAR 2018

DRAWING NO. **REV.**

2.01 /

OPTION 6

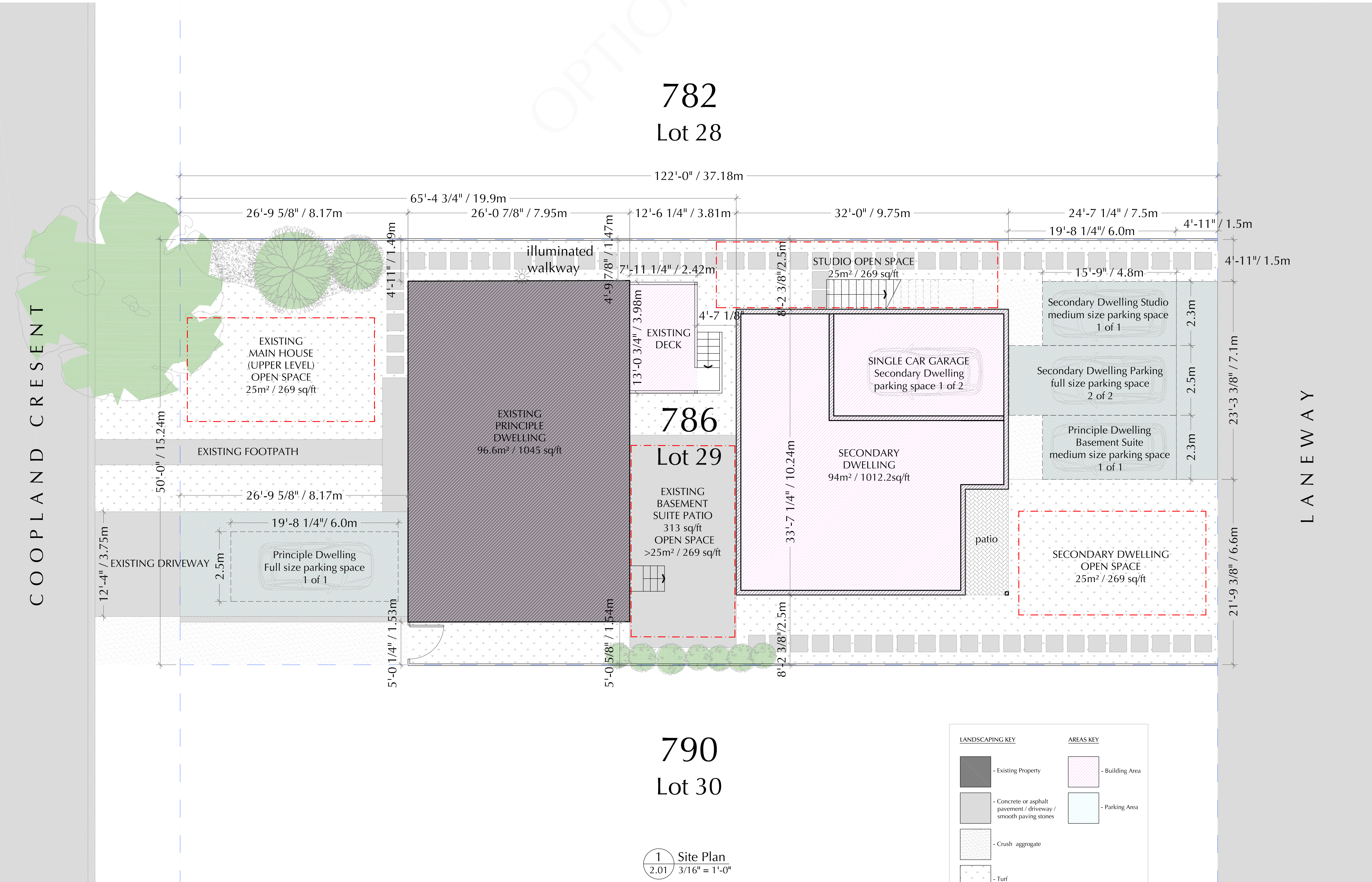
782
Lot 28

786
Lot 29

790
Lot 30

1 Site Plan
2.01 3/16" = 1'-0"

LANDSCAPING KEY		AREAS KEY	
	- Existing Property		- Building Area
	- Concrete or asphalt pavement / driveway / smooth paving stones		- Parking Area
	- Crush aggregate		
	- Turf		



CITY OF KELOWNA

BYLAW NO. 11724

Z18-0068 – 786 Coopland Crescent

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 29 District Lot 135 ODYD Plan 22856, located on Coopland Crescent, Kelowna, BC from the RU6 – Two Dwelling Housing zone to the RM1 – Four Dwelling 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 this

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: 12/10/2018
RIM No. 0940-00
To: City Manager
From: Community Planning Department (AC)

Application: DP18-0209 **Owner:** Pier Mac Petroleum /
Birchwood Heights Holding Corp
Address: Optic Ct 2175 and 2185 **Applicant:** Steve Huc
Subject: Development Permit
OCP Designation: Industrial (IND)
Zone: CD15 – Airport Business Park (IND)

1.0 Recommendation

THAT Council authorize the issuance of Development Permit No. DP18-0209 for:

- Lot 11, District Lot 32 and Section 14, Township 23, ODYD, Plan EPP64961 located at 2175 Optic Ct, Kelowna, BC; and
- Lot 12, District Lot 32 and Section 14, Township 23, ODYD, Plan EPP64961 located at 2185 Optic Ct, 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 to 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;
5. That the applicant consolidates the lots prior to Development Permit issuance and update the legal description of the resulting lot in order for the Development Permit and Development Variance Permit to be registered on the consolidated lot.

AND THAT the Development Permit is issued subsequent to the outstanding conditions set out in Attachment "A" attached to the Report from the Community Planning Department dated May 7th 2018;

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

2.0 Purpose

To review the Form & Character Development Permit of a three building industrial development.

3.0 Community Planning

Staff are recommending support for the proposed Development Permit due to the proposal's consistency with the majority of the Official Community Plan's (OCP) urban design guidelines. Overall, the form and character of these industrial buildings is in keeping with the high tech industrial – business park vision as adopted within the Zoning Bylaw and confirmed in the OCP. The proposed industrial development is meant to service one industrial tenant Vitalis. The development consists of three buildings and does not require any variances. The retaining walls along the highway elevation are relatively large but Staff worked with the applicant to reduce the height of these as much as possible without burying completely the western building and without drastically affecting neighbouring lots. The buildings are an over height two storey structure in order to meet the needs of the tenant but fit well within the massing and height envelope of the CD15 zone. The orientation of the buildings work well with the sloping topography. The construction material is site cast tilt panel construction which results in a durable and substantial appearance. The building design is modern with flat roofs. The colours and materials of the development are in conformance with the neighbouring Pier Mac industrial buildings. The landscape design meets the requirements of the CD15 zone including the minimum 20% coniferous tree species requirement.

Subject Property Map: Optic Ct 2175 and 2185



3.1 Zoning Analysis Table

Zoning Analysis Table		
CRITERIA	CD15 ZONE REQUIREMENTS	PROPOSAL
Development Regulations		
Height	18.0 m / 4 storeys	8 m / 2 storeys
Front Yard (Optic Ct)	6.0m	6.0m
Side Yard (Hwy 97)	7.0 m	7.0m
Side Yard (Pier Mac)	4.5 m	4.5m
Rear Setback (Lochrem)	4.5m	4.5m
Site coverage of buildings	n/a	43.64%
FAR	1.5 Max	0.54
Parking Regulations		
Minimum Parking Requirements	87 stalls	87 stalls
Minimum Bicycle Parking	8 class 1 23 class 2	8 class 1 23 class 2
Minimum Loading spaces	2 spaces	>2 spaces
Ratio of Parking Stalls	Full size: 50% Min Medium Size: 40% Max Small Size: 10% Max	Full size: 61% (64 stalls) Medium Size: 30% (26 stalls) Small Size: 9% (8 stalls)
Minimum Drive Aisle Width	7.0 m	7.0 m
Other Regulations		
Landscape Buffer	3.0 m	>3.0 m
Minimum Percentage of coniferous trees	20%	20%
Primary Building Facades	Min 30% glazing or other relief	>30% glazing or other relief

4.0 Current Development Policies

4.1 Kelowna Official Community Plan (OCP)

DEVELOPMENT PERMIT GUIDELINES

Consideration has been given to the following guidelines as identified in Section 14.A. of the City of Kelowna Official Community Plan relating to Comprehensive Development Permit Areas:

COMPREHENSIVE DEVELOPMENT PERMIT AREA	YES	NO	N/A
Authenticity and Regional Expression			
Do landscaping and building form convey a character that is distinct to Kelowna and the Central Okanagan?	x		

COMPREHENSIVE DEVELOPMENT PERMIT AREA	YES	NO	N/A
Are materials in keeping with the character of the region?	x		
Are colours used common in the region's natural landscape?	x		
Does the design provide for a transition between the indoors and outdoors?	x		
Context			
Does the proposal maintain the established or envisioned architectural character of the neighbourhood?	x		
Does interim development consider neighbouring properties designated for more intensive development?	x		
Are façade treatments facing residential areas attractive and context sensitive?			x
Are architectural elements aligned from one building to the next?	x		
For exterior changes, is the original character of the building respected and enhanced?			x
Is the design unique without visually dominating neighbouring buildings?	x		
For developments with multiple buildings, is there a sense of architectural unity and cohesiveness?	x		
Relationship to the Street			
Do buildings create the desired streetscape rhythm?	x		
Are parkade entrances located at grade?			x
For buildings with multiple street frontages, is equal emphasis given to each frontage?	x		
Massing and Height			
Does the design mitigate the actual and perceived mass of buildings?	x		
Does the height consider shading and view impacts for neighbouring properties and transition to less intensive areas?	x		
Human Scale			
Are architectural elements scaled for pedestrians?	x		
Are façades articulated with indentations and projections?	x		
Are top, middle and bottom building elements distinguished?	x		
Do proposed buildings have an identifiable base, middle and top?	x		
Are building facades designed with a balance of vertical and horizontal proportions?	x		
Are horizontal glazed areas divided into vertically proportioned windows separated by mullions or building structures?	x		
Does the design incorporate roof overhangs and the use of awnings, louvers, canopies and other window screening techniques?			x

COMPREHENSIVE DEVELOPMENT PERMIT AREA	YES	NO	N/A
Is the visual impact of enclosed elevator shafts reduced through architectural treatments?			x
Exterior Elevations and Materials			
Are buildings finished with materials that are natural, local, durable and appropriate to the character of the development?	X		
Are entrances visually prominent, accessible and recognizable?	X		
Are higher quality materials continued around building corners or edges that are visible to the public?	x		
Are a variety of materials used to create contrast, enhance the pedestrian environment and reduce the apparent mass of a building?	x		
Are elements other than colour used as the dominant feature of a building?	X		
Public and Private Open Space			
Does public open space promote interaction and movement through the site?	X		
Are public and private open spaces oriented to take advantage of and protect from the elements?	X		
Is there an appropriate transition between public and private open spaces?	X		
Are amenities such as benches, garbage receptacles, bicycle stands and community notice boards included on site?			x
Site Access			
Is the safe and convenient movement of pedestrians prioritized?			x
Are alternative and active modes of transportation supported through the site design?			x
Are identifiable and well-lit pathways provided to front entrances?	X		
Do paved surfaces provide visual interest?	x		
Is parking located behind or inside buildings, or below grade?	x		
Are large expanses of parking separated by landscaping or buildings?	x		
Are vehicle and service accesses from lower order roads or lanes?	x		
Do vehicle and service accesses have minimal impact on the streetscape and public views?	X		
Is visible and secure bicycle parking provided in new parking structures and parking lots?			X
Environmental Design and Green Building			
Does the proposal consider solar gain and exposure?			X
Are green walls or shade trees incorporated in the design?			X
Does the site layout minimize stormwater runoff?			x

COMPREHENSIVE DEVELOPMENT PERMIT AREA	YES	NO	N/A
Are sustainable construction methods and materials used in the project?	unknown		
Are green building strategies incorporated into the design?		x	
Decks, Balconies, Rooftops and Common Outdoor Amenity Space			
Are decks, balconies or common outdoor amenity spaces provided?			x
Does hard and soft landscaping enhance the usability of decks, balconies and outdoor amenity spaces?			x
Are large flat expanses of roof enhanced with texture, colour or landscaping where they are visible from above or adjacent properties?			X
Amenities, Ancillary Services and Utilities			
Are loading, garage, storage, utility and other ancillary services located away from public view?	x		
Are vents, mechanical rooms / equipment and elevator penthouses integrated with the roof or screened with finishes compatible with the building's design?			X
Crime prevention			
Are CPTED practices as related to landscaping, siting, form and exterior design included in the design?			x
Are building materials vandalism resistant?	unknown		
Universal Accessible Design			
Is access for persons with disabilities integrated into the overall site plan and clearly visible from the principal entrance?	x		
Are the site layout, services and amenities easy to understand and navigate?	x		
Signs			
Do signs contribute to the overall quality and character of the development?	x		
Is signage design consistent with the appearance and scale of the building?	x		
Are signs located and scaled to be easily read by pedestrians?	x		
For culturally significant buildings, is the signage inspired by historical influences?			x
Lighting			
Does lighting enhance public safety?	x		
Is "light trespass" onto adjacent residential areas minimized?			X
Does lighting consider the effect on the façade, neighbouring buildings and open spaces?			X
Is suitably scaled pedestrian lighting provided?			x
Does exterior street lighting follow the International Dark Sky Model to limit light pollution?	x		

5.0 Technical Comments

5.1 Development Engineering

- See attached Memo dated October 22nd 2018.

6.0 Application Chronology

Date of Application Received: Aug 22nd 2018

Date of Public consultation: n/a

Report Prepared by:

Adam Cseke, Urban Planner

Reviewed by:

Terry Barton, Urban Planning Manager

Approved by:

Ryan Smith, Community Planning Manager

Attachments:

Development Engineering Comments dated October 22nd 2018 (Attachment 'A')

Development Permit (Schedule A, B, & C)


CITY OF KELOWNA
MEMORANDUM

Date: October 22, 2018
File No.: DP18-0209
To: Community Planning (AC)
From: Development Engineering Manager(JK)
Subject: 2175-85 Optic Ct.

ATTACHMENT A

This forms part of application
DP18-0209

Planner Initials AC



City of Kelowna
COMMUNITY PLANNING

Form & Character

The Development Engineering Branch has the following comments and requirements associated with this Development Permit 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 Aaron Sangster.

1. Domestic Water and Fire Protection

- a) This development is within the service area of the Glenmore-Ellison Irrigation District (GEID). The developer is required to make satisfactory arrangements with GEID for these items. All charges for service connection and upgrading costs, as well as any costs to decommission existing services are to be paid directly to GEID.
- b) Design drawings must be reviewed by GEID prior to the City issuing the drawings for construction. Confirmation of their review must be provided to the City.

2. Sanitary Sewer

Our records indicate that this property is currently serviced with a 150mm-diameter sanitary sewer service but is missing an inspection chamber at property line. The developer's consulting mechanical engineer will determine the development requirements of this proposed development and establish the service needs. Only one service will be permitted for this development.

3. Storm Drainage

- a) The developer must engage a consulting civil engineer to provide a storm water management plan for this site which meets the requirements of the City Subdivision Development and Servicing Bylaw 7900. The storm water management plan must also include provision of lot grading plans, minimum basement elevations (MBE), if applicable, and provision of a storm drainage service and recommendations for onsite drainage containment and disposal systems
- b) Provide the following drawings:
 - i. A detailed Stormwater Management Plan for this development; and,
 - ii. An Erosion and Sediment Control Plan.

4. **Road Improvements**

- a) Optic Ct. fronting this development has already been upgraded. No further upgrades are needed at this time.
- b) Landscaping drawings (offsite) are required to be submitted and reviewed.

5. **Development Permit and Site Related Issues**

- a) Direct the roof drains into onsite rock pits or splash pads
- b) Access is permitted from the lane only.
- c) Driveway must be reduced to onsite lane entrance width. Remove and replace existing letdown excess with curb/gutter, sidewalk, and landscaped boulevard.
- d) A MSU standard size vehicle must be able to manoeuvre onto and off the site without requiring a reverse movement onto public roadways. If the development plan intends to accommodate larger vehicles movements should also be illustrated on the site plan. Autoturn drawings are required in civil drawing submission.
- e) Developer must consolidate 2175 and 2185 Optic Ct. into one property.
- f) Retaining walls must confirm to City of Kelowna requirements.

6. **Electric Power and Telecommunication Services**

The electrical and telecommunication services to this building must be installed in an underground duct system, and the building must be connected by an underground service. It is the developer's responsibility to make a servicing application with the respective electric power, telephone and cable transmission companies to arrange for these services, which would be at the applicant's cost.

7. **Geotechnical Report**

Provide a comprehensive geotechnical report, prepared by a Professional Engineer competent in the field of geotechnical engineering to address the items below: NOTE: The City is relying on the Geotechnical Engineer's report to prevent any damage to property and/or injury to persons from occurring as a result of problems with soil slippage or soil instability related to this proposed subdivision.

The Geotechnical report must be submitted prior to submission of Engineering drawings or application for subdivision approval.


- (i) Area ground water characteristics, including any springs and overland surface drainage courses traversing the property. Identify any monitoring required.
- (ii) Site suitability for development.
- (iii) Site soil characteristics (i.e. fill areas, sulphate content, unsuitable soils such as organic material, etc.).
- (iv) Any special requirements for construction of roads, utilities and building structures.
- (v) Suitability of on-site disposal of storm water and sanitary waste, including effects upon adjoining lands.



- (vi) Slope stability, rock fall hazard and slippage including the effects of drainage and septic tank effluent on the site.
- (vii) Identify slopes greater than 30%.
- (viii) Top of bank assessment and location including recommendations for property line locations, septic field locations, building setbacks, and ground water disposal locations.
- viii) Recommendations for items that should be included in a Restrictive Covenant.
- ix) Any special requirements that the proposed subdivision should undertake so that it will not impact the bank(s). The report must consider erosion and structural requirements.
- x) Any items required in other sections of this document.
- xi) Recommendations for erosion and sedimentation controls for water and wind.
- xii) Recommendations for roof drains and perimeter drains.
- xiii) Recommendations for construction of detention or infiltration ponds if applicable.

8. Charges and Fees

- a) Development Cost Charges (DCC's) are payable.
- b) Fees per the "Development Application Fees Bylaw" include:
 - i) Survey Monument Fee: \$50.00 per newly created lot (HST exempt).
 - ii) Survey Monument, Replacement Fee: \$1,200.00 (GST exempt) – only if disturbed.
 - iii) Engineering and Inspection Fee: 3.5% of construction value (plus GST) for all Offsite works only.



 James Kay, P. Eng.
 Development Engineering Manager

AS

ATTACHMENT		A
This forms part of application		
# DP18-0209		
Planner Initials	AC	 City of Kelowna <small>COMMUNITY PLANNING</small>

Draft Development Permit

DP18-0209



This permit relates to land in the City of Kelowna municipally known as

- Lot 11, District Lot 32 and Section 14, Township 23, ODYD, Plan EPP64961 located at 2175 Optic Ct, Kelowna, BC; and
- Lot 12, District Lot 32 and Section 14, Township 23, ODYD, Plan EPP64961 located at 2185 Optic Ct, Kelowna, BC;

The development has been approved subject to any attached terms and conditions, and to full compliance with the approved plans bearing the stamp of approval and the above described development permit number.

The present owner and any subsequent owner of the above described land must comply with any attached terms and conditions.

Date of Decision: _____, 2018

Decision By: CITY COUNCIL

Issued Date: **DATE**

Development Permit Area: Comprehensive Development Permit Area

File Manager: AC

This permit will not be valid if development has not commenced within 2 years of the council approved Date of Decision.

Existing Zone: CD15 – Airport Business Park (IND)

Future Land Use Designation: IND – Industrial

This is NOT a Building Permit.

In addition to your Development Permit, a Building Permit may be required prior to any work commencing. For further information, contact the City of Kelowna, Development Services Branch.

NOTICE

This permit does not relieve the owner or the owner's authorized agent from full compliance with the requirements of any federal, provincial or other municipal legislation, or the terms and conditions of any easement, covenant, building scheme or agreement affecting the building or land.

Owner: Birchwood Heights Holding Corp

Address:

City:

Phone: n/a

Ryan Smith, Community Planning Department Manager
Community Planning & Strategic Investments

Date

1. SCOPE OF APPROVAL

This Development 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 Development 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 Development 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.

2. CONDITIONS OF APPROVAL

- 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";
- c) Landscaping to be provided on the land be in accordance with Schedule "C"; and
- d) 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 Registered Landscape Architect.

This Development Permit is valid for two (2) years from the Council Date of Decision if applicable, or Community Planning Department Manager approval, with no opportunity to extend.

3. PERFORMANCE SECURITY

As a condition of the issuance of this Permit, Council is holding the security set out below to ensure that development is carried out in accordance with the terms and conditions of this Permit. Should any interest be earned upon the security, it shall accrue to the Developer and be paid to the Developer or his or her designate if the security is returned. The condition of the posting of the security is that should the Developer fail to carry out the development hereby authorized, according to the terms and conditions of this Permit within the time provided, the Municipality may use enter into an agreement with the property owner of the day to have the work carried out, and any surplus shall be paid over to the property own of the day. Should the Developer carry out the development permitted by this Permit within the time set out above, the security shall be returned to the Developer or his or her designate. There is filed accordingly:

- a) A Certified Cheque in the amount of **\$131,151.25** OR
- b) An Irrevocable Letter of Credit in the amount of **\$131,151.25**

Before any bond or security required under this Permit is reduced or released, the Developer will provide the City with a statutory declaration certifying that all labour, material, workers' compensation and other taxes and costs have been paid.

4. Indemnification

Upon commencement of the works authorized by this Permit the Developer covenants and agrees 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 said Permit.

All costs, expenses, claims that may be incurred by the Municipality where the construction, 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.

**The PERMIT HOLDER is the CURRENT LAND OWNER.
Security shall ONLY be returned to the signatory of the
Landscape Agreement or their designates.**

SCHEDULE B

This forms part of application
DP18-0209

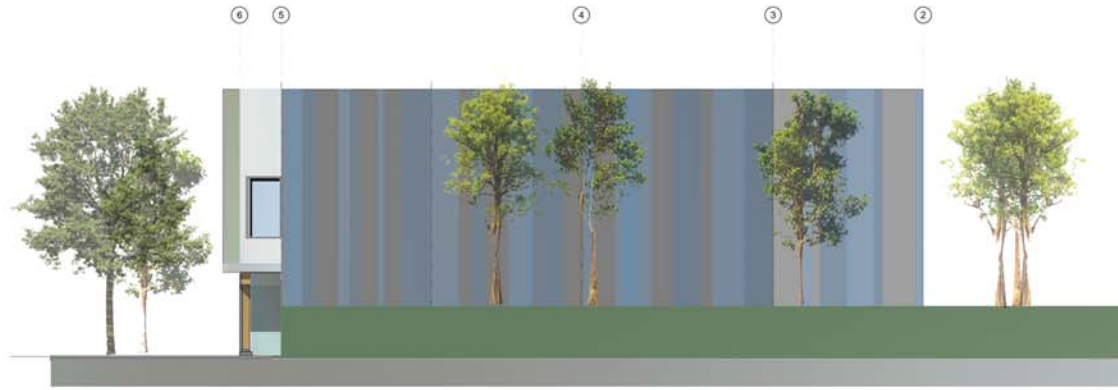
Planner
Initials

AC

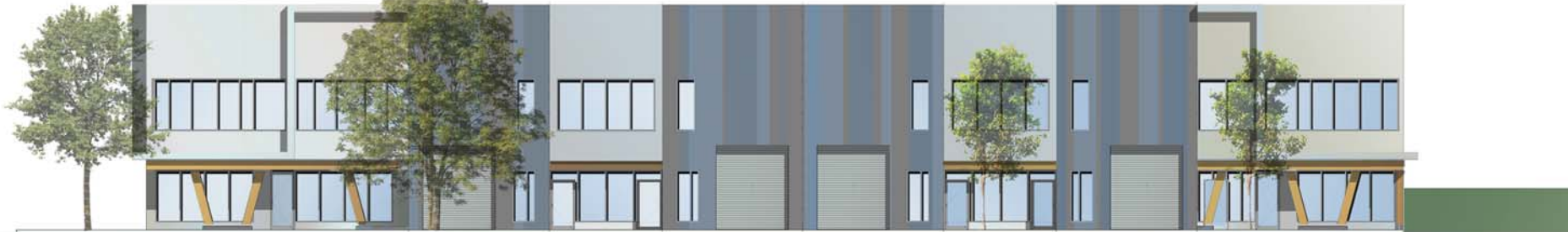


SITE SIGN - SOUTH ELEVATION

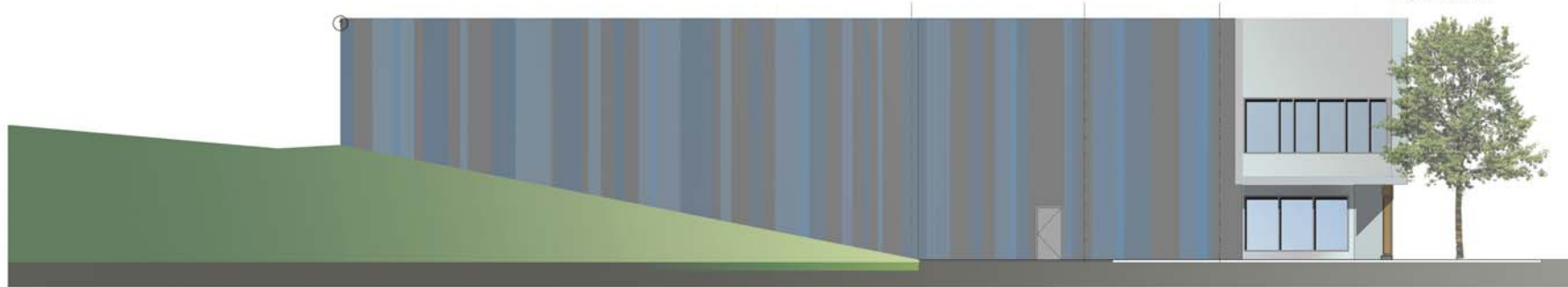
Back-fit individual letters on concrete wall.
See signage fabrication drawings



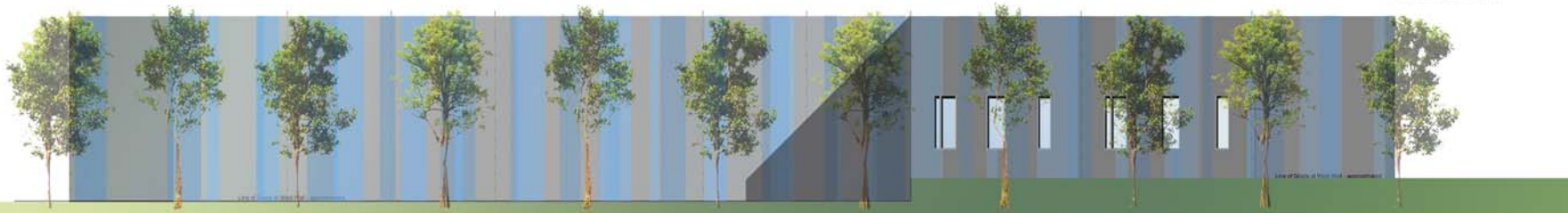
NORTH ELEVATION



EAST ELEVATION



SOUTH ELEVATION



WEST ELEVATION



NORTH ELEVATION

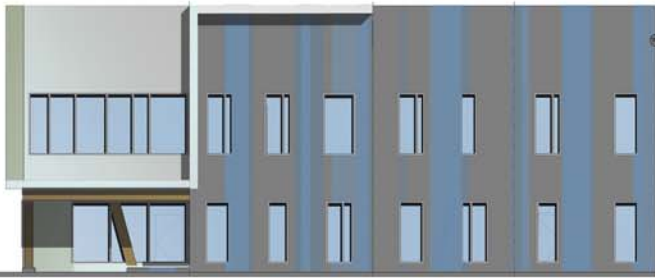
SCHEDULE B

This forms part of application
DP18-0209

Planner Initials **AC**



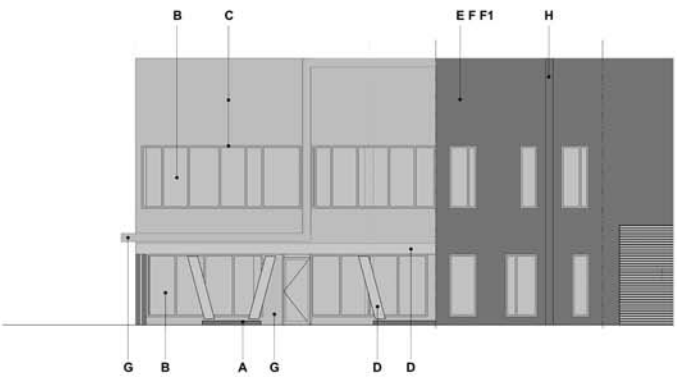
City of **Kelowna**
COMMUNITY PLANNING



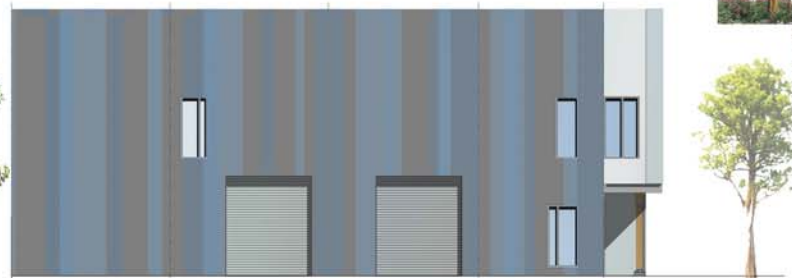
EAST ELEVATION



SOUTH ELEVATION

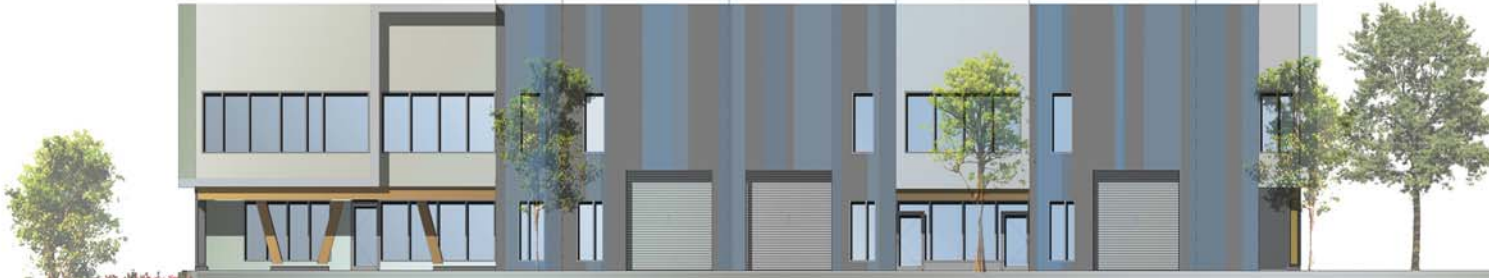


- 2185 + 2175 Optic Court Kelowna BC
- MATERIAL AND FINISHES
- A Concrete – Natural Finish w Sealer
 - B Glazing – Clear
 - C Aluminum Frame – Natural
 - D Timber or Glulam – Med Dark (reddish brown) Stain
 - E Paint – Warm Grey
 - F Paint – Light Warm Grey
 - G Aluminum Panel – Natural Clear
 - H Feature Light Fixture Steel Channel – Paint to match Aluminum Clear

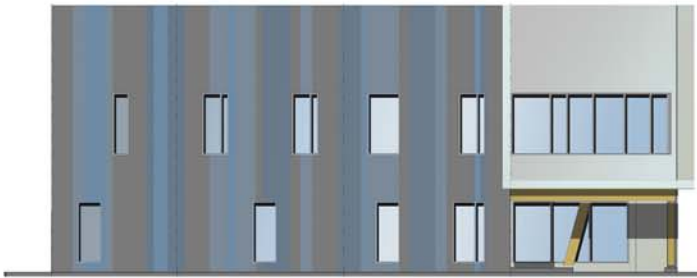


WEST ELEVATION

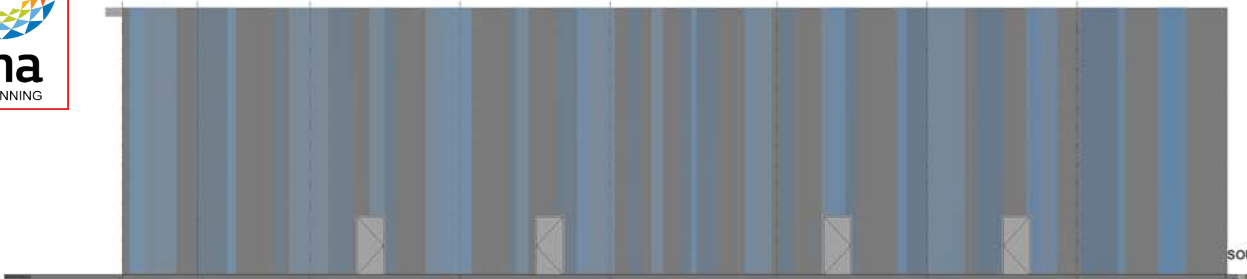
8 7 6 5 4 3 2 1
 20' 8' 20' 20' 16' 20' 7'-6"



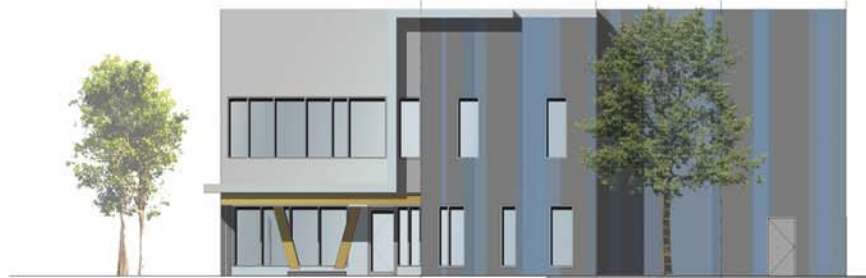
NORTH ELEVATION



EAST ELEVATION



SOUTH ELEVATION



WEST ELEVATION

SCHEDULE B

This forms part of application
 # DP18-0209

Planner Initials **AC**



City of Kelowna
 COMMUNITY PLANNING



Existing Heights are Approximated

SCHEDULE B

This forms part of application
DP18-0209

Planner Initials AC



City of Kelowna
COMMUNITY PLANNING

East Elevation of Site - View From Hwy 97



View from Optic Court



View from Optic Court



View from Courtyard Building 2 & 3



View from Optic Court



View from Hwy 97



View from Parking Lot



View from Parking Lot



View from Hwy 97

SCHEDULE B

This forms part of application
DP18-0209

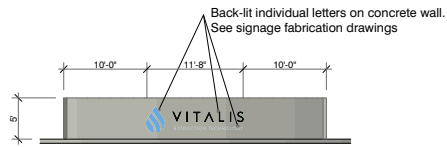
Planner
Initials **AC**



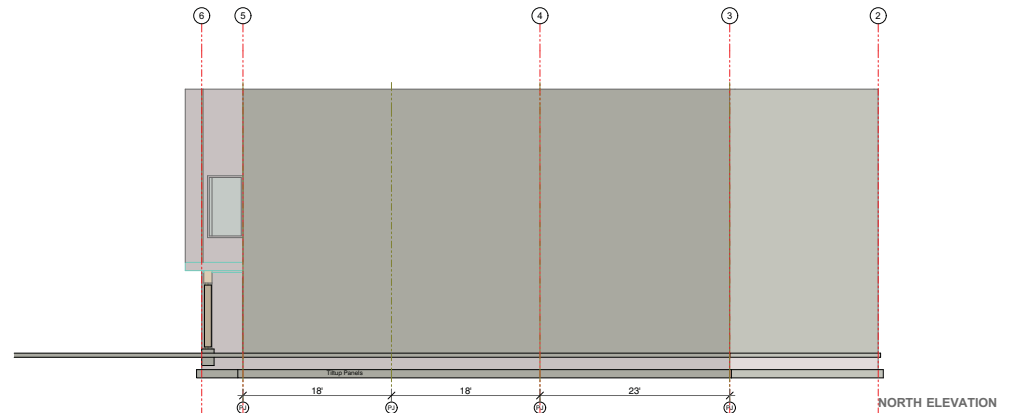
View from Parking Lot



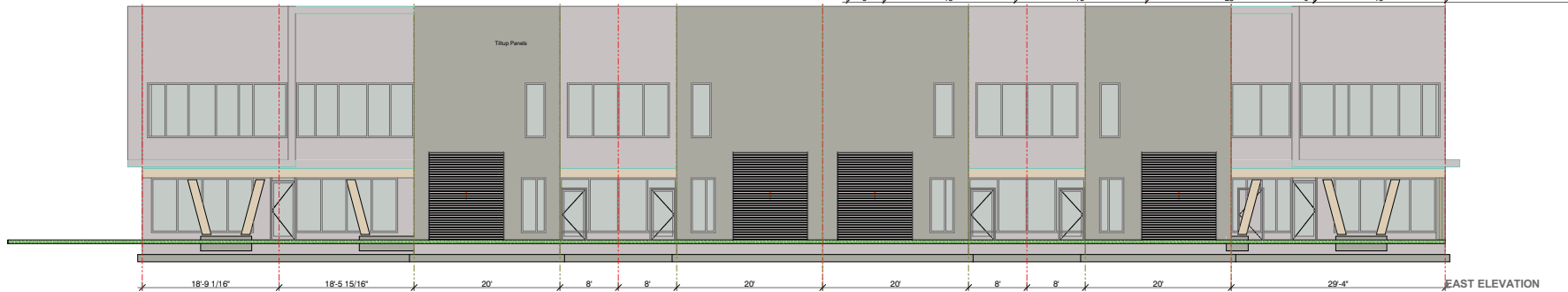
View from Optic Court



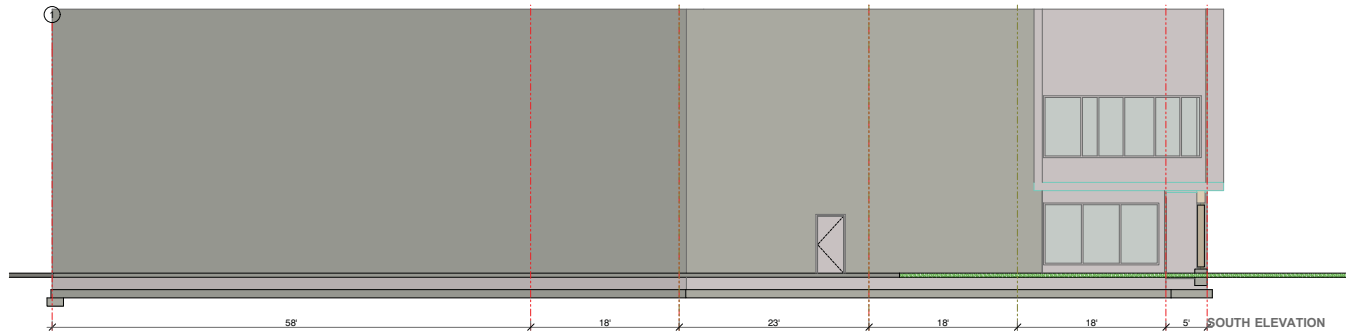
SITE SIGN - SOUTH ELEVATION



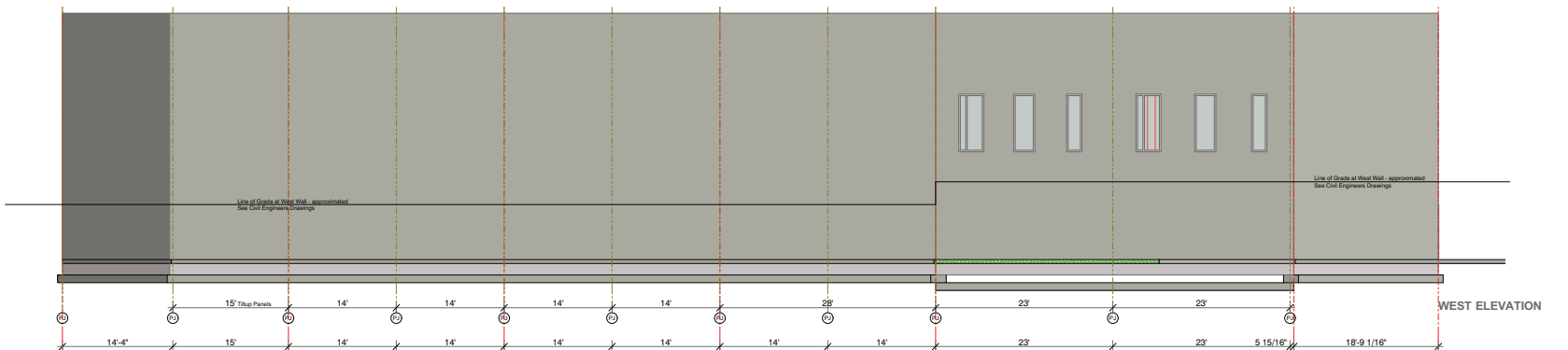
NORTH ELEVATION



EAST ELEVATION



SOUTH ELEVATION



WEST ELEVATION

Building 1 ELEVATIONS

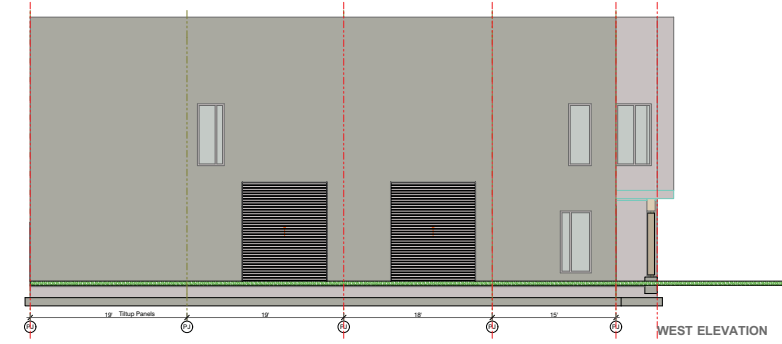
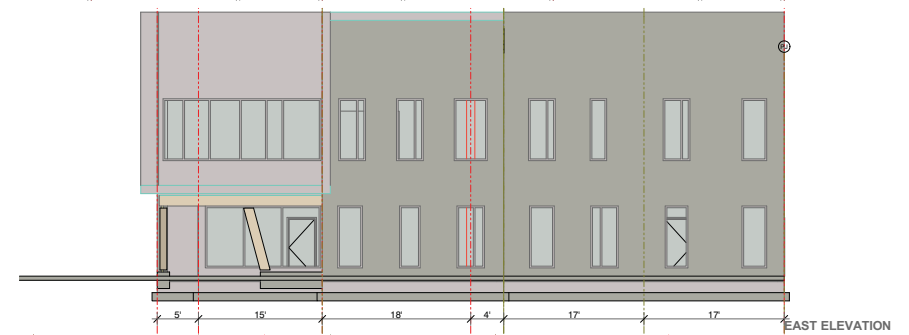
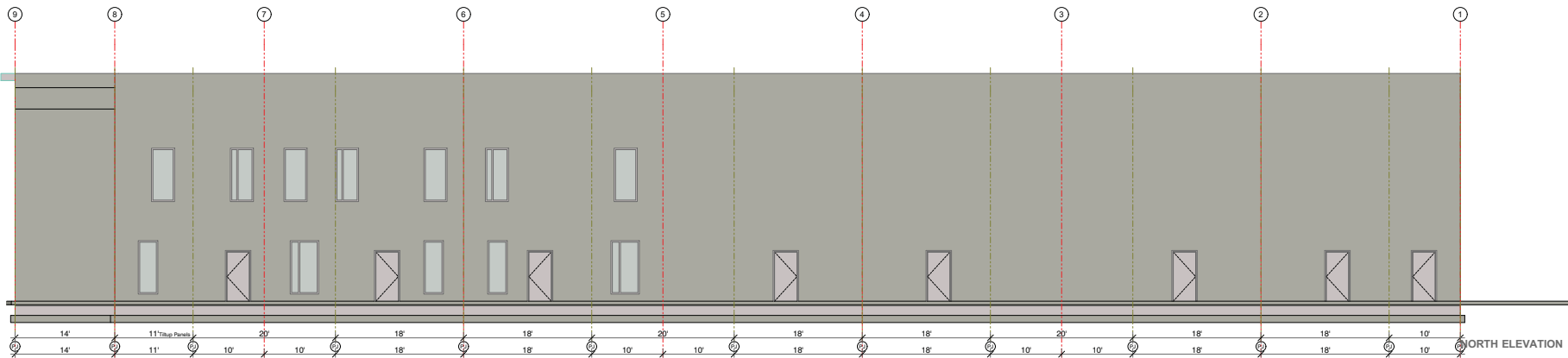
HUCULIAK

SCHEDULE B

This forms part of application
DP18-0209

Planner Initials **AC**

City of Kelowna
COMMUNITY PLANNING



SCHEDULE B

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DP18-0209

Planner Initials **AC**

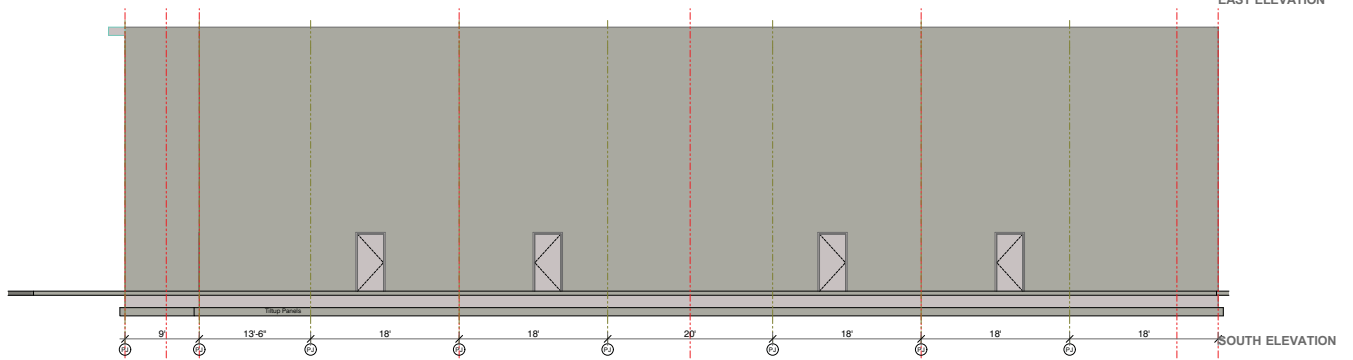
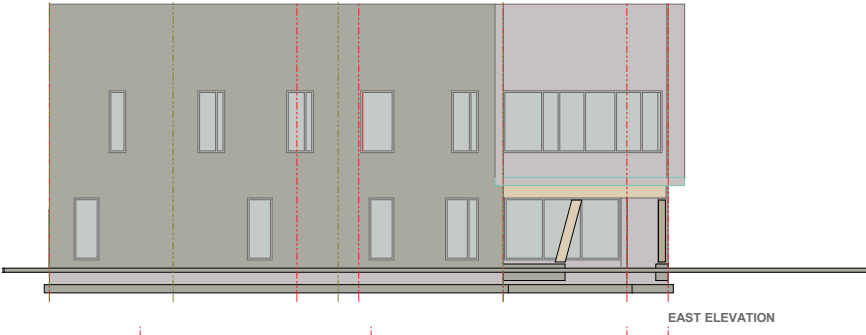
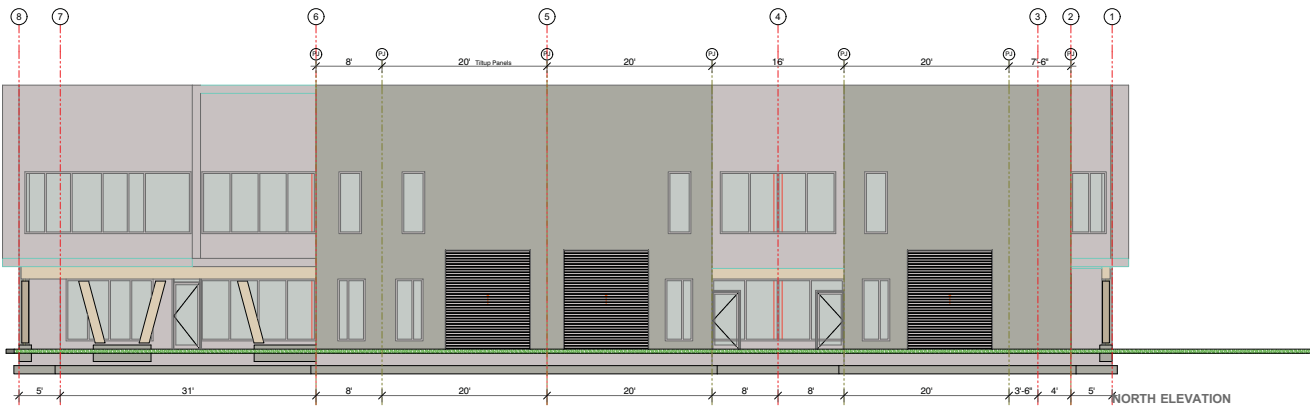


City of
Kelowna
COMMUNITY PLANNING

OPTIC COURT - OFFICE WAREHOUSE
2175 + 2185 Optic Court Kelowna BC

Building 2 ELEVATIONS
SHEET **A6**

HUCULIAK
2018.11.13
MQN
ARCHITECTS



SCHEDULE B

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DP18-0209

Planner Initials **AC**

City of **Kelowna**
COMMUNITY PLANNING

SCHEDULE A

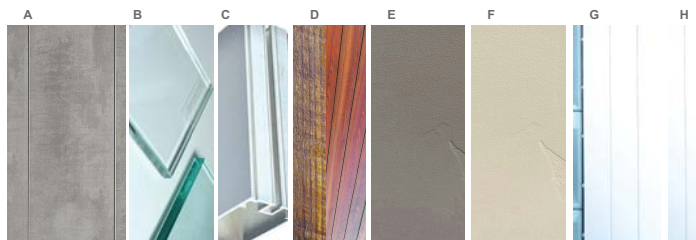
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Planner Initials

AC



City of Kelowna
COMMUNITY PLANNING



- 2185 + 2175 Optic Court Kelowna BC
- MATERIAL AND FINISHES**
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 - H** Feature Light Fixture Steel Channel – Paint to match Aluminum Clear

2185 + 2175 Optic Court Kelowna BC
Zoning Summary
Current Zoning CD15IN

Description	Permitted/Required/Allowable	Provided
Site		
Lot address 2185	4,000.83 m ²	43,064.56 sf
Lot address 2175	4,123.1 m ²	44,381.74 sf
Total	8,123.9 m²	87,446.3 sf
Building 1 Lot address 2185		
Main Floor	1,588.0 m ²	17,095 sf
Second Floor	34 m ²	369 sf
Building 2 Lot address 2175		
Main Floor	1,335.0 m ²	14,367 sf
Second Floor	137 m ²	1,478 sf
Building 3 Lot address 2175		
Main Floor	855.9 m ²	9,213 sf
Second Floor	0 m ²	0 sf
Main Floor Total	3,778.9 m²	40,875 sf
Total Net Main and Second Floors (approx.)	4,092.0 m²	44,048 sf
Total Gross	4,350.0 m²	46,424 sf
F.A.R.	1:1.5	1:0.54
Height	18.0m or 4 storeys	8m 27 / 2 storeys
Front Yard	6.0m	6.0m 20'
Side Yard	0.0m 6.0m adjacent zone 4.5ft housing event	0.0m 6.0m adjacent zone 4.5ft housing event
Rear Yard	0.0m 6.0m adjacent zone 4.5ft housing event	0.0m 6.0m adjacent zone 4.5ft housing event
Side Yard @ HWY 97	7.0m 23'	7.0m 23'
Parking @ main area	82	87
Bicycle	Class I 8	8
	Class II 23	23
Loading	2	0



Google Satellite Image of Subject Property

DESIGN RATIONALE

2175 & 2185 Optic Court

Three office warehouse buildings around a landscaped parking courtyard located at the terminus of Optic Court will support office/warehouse commercial tenants.

Tilt-up concrete construction at approx. 20ft / 8m in height at the parapet will feature glazed areas at prominent corners and business entry's to enhance the industrial nature of the development.

Metal panel canopies with incorporated signage supported by wood columns provide cover and architectural interest.

Exterior vertical bands of subtle coloration and materials, wood and metal, add an elegant look to an otherwise utilitarian proposed building type. Panels vary in width and arrangement to express an organic look and feel. All project fenestration will also vary in width for interest. This contemporary and organic arrangement of varying thickness will provide tenant expression opportunities re: windows signage and CRU bay demising. The variety of patterns mitigate the monolithic aspects of the form.

Buildings 1 & 2 main floor will be predominantly warehouse manufacture and storage as per the current CD15 Zoning.

Building 3 main floor will be office use for the main tenant of the entire development as per the current CD15 Zoning.

All buildings will contain some second floor office and mezzanines.

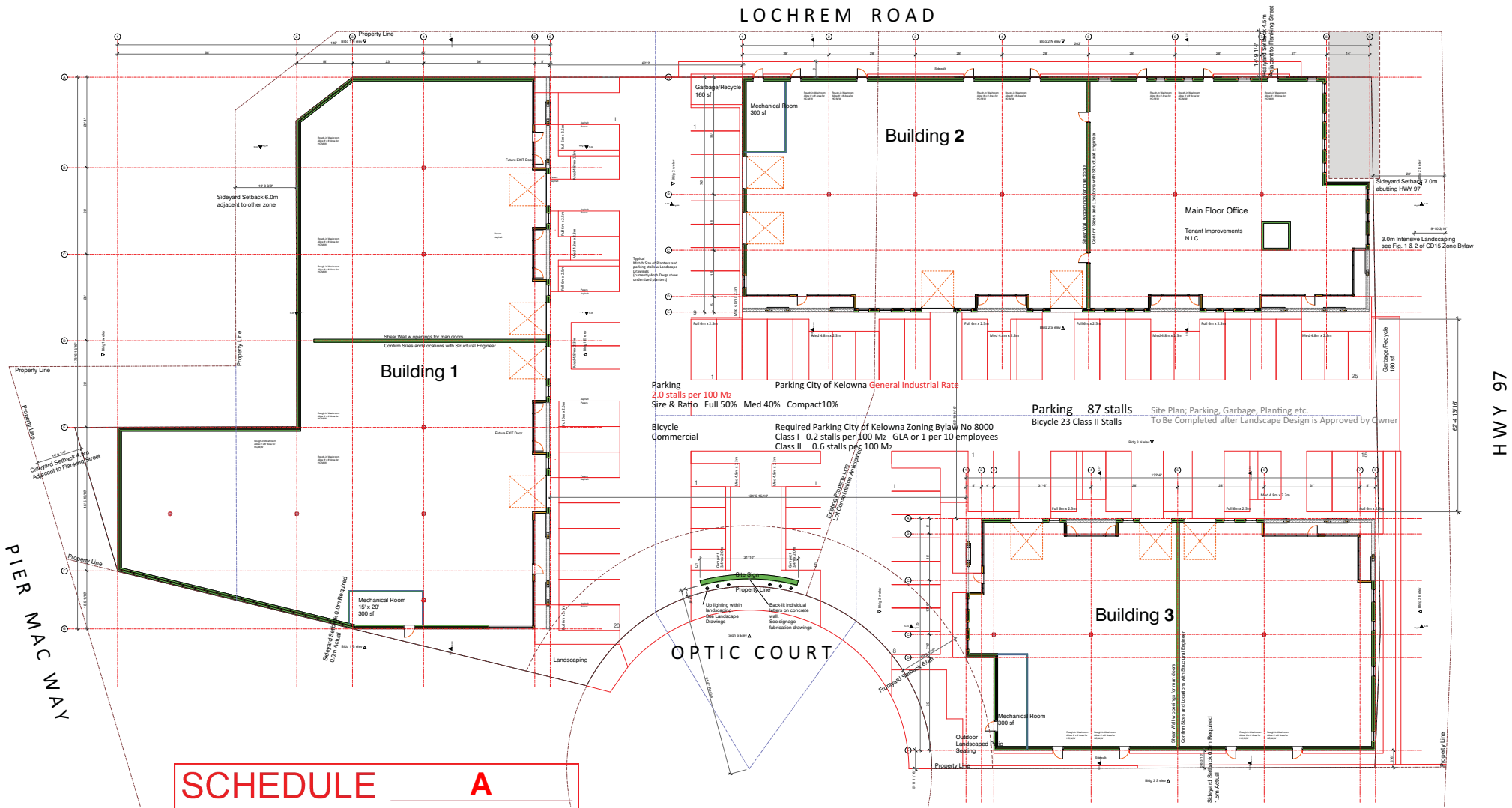
As tenant particulars are established some areas will be owner operated and others leased to currently underdetermined tenants.

A central courtyard will include larger trees intended to mature and provide shade to the parking lot asphalt. The sidewalk on the east property line adjacent Hwy 97 will be generously landscaped as required in City of Kelowna Hwy 97 Zoning Requirements.

Planters, flush with sidewalks, of flowering native drought tolerant species accent parking stall adjacencies.

Each Building provides adjacent outdoor landscaped patio seating areas for tenants and visitors. Main entry access to the site will be extensively landscaped, with freestanding site signage, designed to create a visually pleasing terminus to Optic Court.

Site Access - Two drive aisle entries ease flow to and from the property.



SCHEDULE A

This forms part of application
DP18-0209


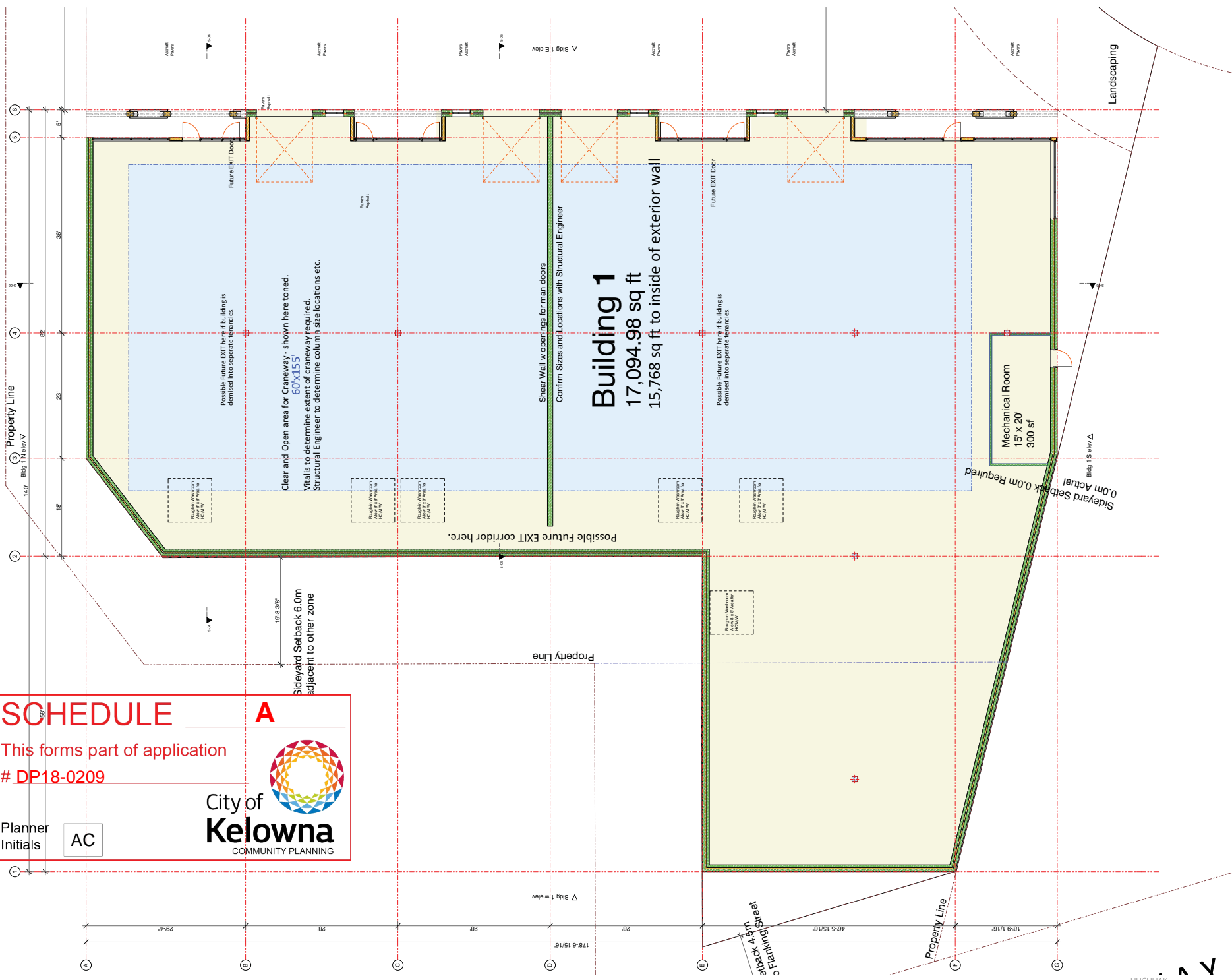
Planner Initials **AC**

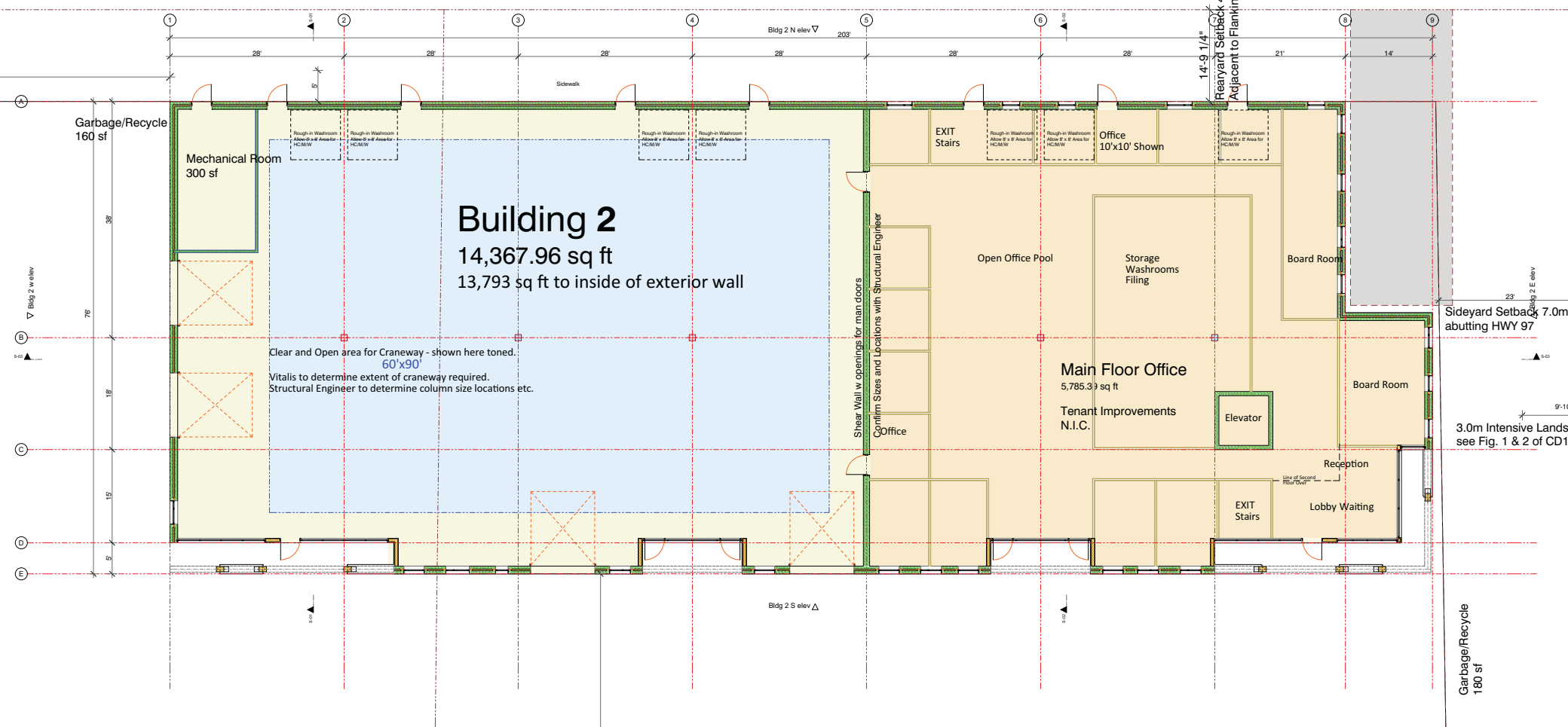
City of Kelowna
COMMUNITY PLANNING

SCHEDULE A

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DP18-0209

Planner Initials **AC**

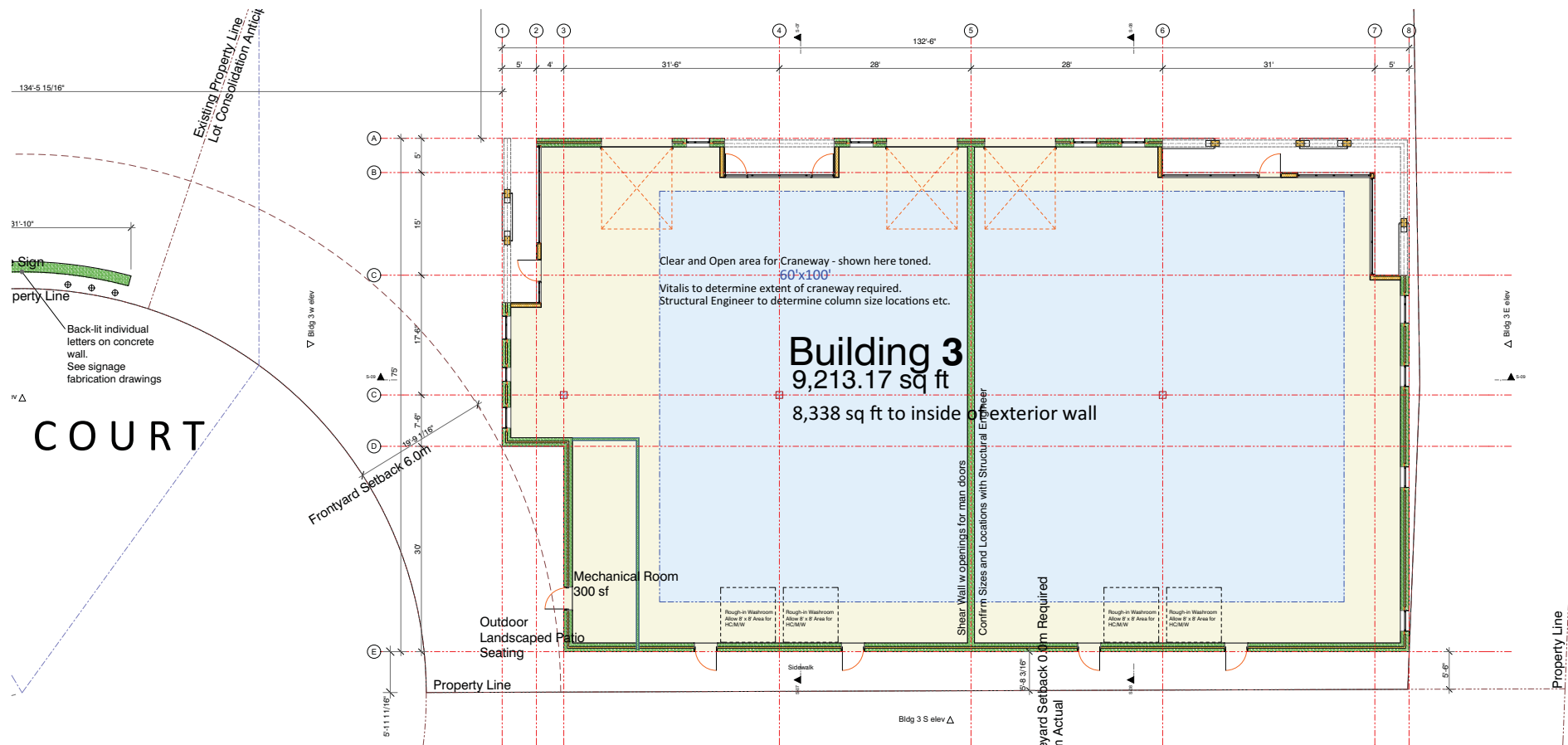


SCHEDULE A

This forms part of application
 # DP18-0209

Planner Initials **AC**

City of **Kelowna**
 COMMUNITY PLANNING



SCHEDULE A

This forms part of application
 # DP18-0209

Planner Initials AC



City of
Kelowna
 COMMUNITY PLANNING



SCHEDULE C

This forms part of application

DP18-0209

1435 Water Street
Kelowna, BC V1Y 1J7
250 469-8500
kelowna.ca



City of Kelowna
COMMUNITY PLANNING

IRRIGATION APPLICATION

Planner Initials **AC**

APPLICATION IDENTIFICATION

Owner:	
Agent if applicable:	Brian Quiring
Title:	Coordinating Professional
Company:	BENCH Site Design Inc.
City:	Kelowna

Subject Address:	2175 & 2185 Optic Court	
Telephone:	(250) 860-6778	
Fax No:		
Email:	keith@benchsitedesign.com	
Mailing Address:	4 -1562 Water Street, Kelowna BC	
Province:	BC	Postal Code: V1Y 1J7

LANDSCAPE WATER CONSERVATION CHECKLIST

Note: all boxes are to be checked - see instruction page

- Install Backflow prevention devices to meet City of Kelowna standards to isolate the outdoor irrigation system from the potable water system.
- Group planting into 'hydrozones' of high, medium and low water-use plants or unirrigated/unwatered areas.
- Minimize mown turf areas that are high water use areas - ideally to 50% of the landscape area or less - substitute with areas of lower water use treatments like unwatered native woods or meadow, mulch, spaced wood deck, pervious paving.
- Provide adequate topsoil or growing medium of depth and quality to meet the BC Landscape Standard, published by the BC Society of Landscape Architects and the BC Landscape and Nursery Association. General minimum depths over poor subsoils are 150mm for lawn and 300mm for shrubs groundcover.
- Group irrigation circuits/zones into 'hydrozones' of high, medium, and low or unirrigated areas consistent with the landscape planting plan. Provide a separate irrigation valve for each irrigated hydrozone.
- Minimize use of high-volume spray heads, and employ drip or low volume irrigation where practical.
- When spray or rotor irrigation is used, design and install head to head coverage in accordance with manufacturer's specifications, and avoid overspray outside landscape areas.
- Ensure matched precipitation rates within all irrigation circuits.
- Design and install pipe and head layout so flow velocity does not exceed 1.5 m/s, and to minimize elevation change or pressure variation in circuits. Provide check valves to stop low head drainage.
- Ensure irrigation mainlines are proved leak-free with hydrostatic tests.
- Provide pressure regulating devices to ensure irrigation outlets are operating at the manufacturer's optimum pressure range.
- Install - and program to minimize water use - 'Smart Controllers' to meet standards of the City of Kelowna Water Regulation Bylaw.
- Install an irrigation master shut-off valve (isolation valve) located outside the building in a location accessible to the City that when closed shall stop the supply of water from the potable water supply to the outdoor irrigation system and shall be capable of being closed and locked off by the City.

Applicant Notes on the Landscape Water Conservation Checklist:



SCHEDULE C

This forms part of application

1435 Water Street
 Kelowna, BC V1Y 1J4
 # 250-469-8500
 kelowna.ca



IRRIGATION APPLICATION

LANDSCAPE WATER CONSERVATION TABLE

Planner Initials **AC**



Applicant: **BENCH Site Design Inc.** Address: **4-1562 Water Street, Kelowna BC V1Y 1J7**

Step 1: Measure Total Landscape Area (LA)

Area of site that will absorb water:

2106 sq.m.

Note: INCLUDE BOULEVARD, and proposed lawn, plants, mulch, PERVIOUS decks or paving. Do not include building areas, driveways, patios, decks or walks unless pervious.

Step 2: Divide Into Landscape Treatments*

		Plant Factor	Irrig Efficiency	Hydrozone Area (Sq.m.)	% of Total LA	Estimated Water Use (cu.m.)
Note: each of the areas below are a 'HYDROZONE'		(PF)	(IE)	(HA)		(WU)
Unwatered Pervious Areas (not impervious paving)						
Mulch (Stone, bark or sand)		N/A	N/A	97	5%	N/A
Pervious deck (Spaced wood deck)		N/A	N/A	0	0%	N/A
Pervious paving (Permeable Pavers)		N/A	N/A	621	29%	N/A
Naturalized meadow (wildflowers)		N/A	N/A	0	0%	N/A
Naturalized area (Existing natural area)		N/A	N/A	0	0%	N/A
Other: Restoration Area		N/A	N/A	808	38%	N/A
Swimming or ornamental pool		1	1	0	0%	0
Watered Planting Beds (shrubs or groundcover)						
<i>Planting Type</i>	<i>Irrig Efficiency</i>					
Low water use plants	High (Drip or Bubbler)	0.3	0.9	0	0%	0
Low water use plants	Low (Spray or Rotor)	0.3	0.7	0	0%	0
Moderate water use plants	High (Drip or Bubbler)	0.5	0.9	580	28%	322
Moderate water use plants	Low (Spray or Rotor)	0.5	0.7	0	0%	0
High water use plants	High (Drip or Bubbler)	0.7	0.9	0	0%	0
High water use plants	Low (Spray or Rotor)	0.7	0.7	0	0%	0
Watered Mown Lawn Areas						
	Low	1	0.7	0	0%	0
Special Landscape Areas (SLA)						
Vegetable Garden	High (Drip or Bubbler)	1	0.9	0	0%	0
Vegetable Garden	Low (Spray or Rotor)	1	0.7	0	0%	0
Sports Lawn	Low (Spray or Rotor)	1	0.7	0	0%	0
Rainwater or Recycled Water Use		0.3	1	0	0%	0
Totals				2106	100%	322
Special Landscape Area (SLA) Sub total						0

*If proposed design conditions are not shown on the form please contact Water Smart at 250-868-3339

CALCULATE & COMPARE WATER BUDGET TO ESTIMATED WATER USE

Note: For Evapotranspiration (ETo) in Kelowna use 1000mm/yr

	Amount	Units
Total Landscape Area	2106	sq.m.
Landscape Maximum Water Budget (WB)	2106	cu.m./yr.
Estimated Landscape Water Use (WU)	322	cu.m./yr.
Under (-OVER) Budget (Must be under Water Budget WB)	1,784	cu.m./yr.
	OK	

I have identified and confirmed, by completing the attached 'Landscape Water Conservation Checklist' above, that the project will conform to current landscape and irrigation water conservation practices listed in the checklist. I also acknowledge that the landscape treatments of the project will conform to the Hydrozone areas identified by me in the 'Landscape Water Conservation Calculation Table' above.



Signature of Applicant

Date: 17-Oct-18

FOR CITY OF KELOWNA OFFICE USE ONLY

The Irrigation Application and calculations above satisfy the requirements of the Water Regulation Bylaw 10480 Section 4.4.2 and 4.4.3. and is hereby APPROVED with the signature of the Water Manager or designate.

Signature of Kelowna Water Smart designate
For Water Manager

Date: _____

Print Name

NOTE: Post Signed and approved application at Smart Controller for future reference

SCHEDULE C

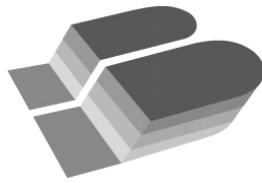
This forms part of application
DP18-0209

Planner
Initials

AC



**City of
Kelowna**
COMMUNITY PLANNING



October 17, 2018

City of Kelowna
1435 Water Street
Kelowna, B.C.
V1J 1J4

SCHEDULE		C
This forms part of application # DP18-0209		
Planner Initials	AC	 City of Kelowna COMMUNITY PLANNING

Attention: Community Planning & Real Estate Division

Project: Optic Court Office Warehouse

Please be advised that a landscape security bond of **\$131,151.25** will be required for the Optic Court Office Warehouse project. This sum is equal to 125% of the estimated installed cost for all soft landscape. As per City of Kelowna requirements, the estimate includes trees, shrubs, grasses, perennials, restoration planting, topsoil, mulch, irrigation and bike racks. Please see the attached Estimate of Probable Costs for a detailed breakdown of these costs.

Should you require any additional information, please do not hesitate to contact me.

Sincerely,

Keith Nyhof, BCSLA, CSLA
Registered Landscape Architect

cc

Brian Quiring – MQN Architects
Steve Huculiak – Huculiak Artist Designer



SCHEDULE C

This forms part of application
DP18-0209

Planner Initials **AC**

Optic Court Office Warehouse
Estimate of Probable Costs of Construction for Bonding
 Prepared on: October 17, 2018

Items Description	Units	Qty.	Price	Item Total
1.0 Plant Material				
1.1 Trees				
1.1.1 6cm Cal.: Deciduous Shade Tree	ea.	23	\$550.00	\$12,650.00
1.1.2 1.8m Ht.: Coniferous Ornamental Tree	ea.	2	\$450.00	\$900.00
1.1.3 1.2m Ht.: Deciduous Ornamental Tree	ea.	8	\$400.00	\$3,200.00
1.1.4 1.2m Ht.: Coniferous Restoration Tree	ea.	11	\$250.00	\$2,750.00
			<i>Sub-Total</i>	\$19,500.00
1.2 Shrubs, Perennials, Ground Covers				
1.2.1 #2 Pot: Shrubs (1.2m O.C.)	ea.	232	\$35.00	\$8,120.00
1.2.2 #1 Pot: Grasses (0.6m O.C.)	ea.	484	\$20.00	\$9,680.00
1.2.3 #1 Pot: Perennials (0.75m O.C.)	ea.	297	\$15.00	\$4,455.00
			<i>Sub-Total</i>	\$22,255.00
1.3 Restoration Shrubs, Perennials, Grasses				
1.3.1 Plugs: Shrubs, Perennials & Grasses (1 Plug/3m ²)	ea.	269	\$5.00	\$1,345.00
			<i>Sub-Total</i>	\$1,345.00
1.4 Hydroseed				
1.4.1 Hydroseed	m ²	808	\$2.00	\$1,616.00
			<i>Sub-Total</i>	\$1,616.00
			1.0 Total	\$44,716.00
2.0 Topsoil & Mulch				
2.1 Topsoil				
2.1.1 Shrub Bed + Planter Topsoil (450mm Depth)	m ³	261	\$55.00	\$14,355.00
2.1.2 Tree Topsoil (1m ³ /Tree)	m ³	33	\$55.00	\$1,815.00
2.1.3 Restoration Planting Area Topsoil (50mm Depth)	m ³	40	\$45.00	\$1,800.00
2.1.4 Restoration Area Tree Topsoil (1m ³ /Tree)	m ³	11	\$45.00	\$495.00
			<i>Sub-Total</i>	\$18,465.00
2.2 Mulch & Rock				
2.2.1 Odogrow Mulch (75mm Depth)	m ³	43	\$65.00	\$2,795.00
2.2.2 Cobble Mulch Maintenance Strip (100mm Depth)	m ³	10	\$75.00	\$750.00
			<i>Sub-Total</i>	\$3,545.00
			2.0 Total	\$22,010.00
3.0 Servicing				
3.1 Irrigation				
3.1.1 Sleeving	l.s.	1	\$2,500.00	\$2,500.00
3.1.2 Point of Connection (Water + Electrical)	l.s.	1	\$2,000.00	\$2,000.00
3.1.3 Control System	l.s.	1	\$1,500.00	\$1,500.00
3.1.4 Irrigation system (heads, pipes, valves)	m ²	613	\$15.00	\$9,195.00
3.1.5 Establishment irrigation (heads, pipes, valves)	l.s.	1	\$5,000.00	\$5,000.00
			<i>Sub-Total</i>	\$20,195.00
			3.0 Total	\$20,195.00



4.0 Site Construction

4.1 Site Furniture

4.1.1 Bike Racks	ea.	12	\$1,500.00	\$18,000.00
			<i>Sub-Total</i>	<i>\$18,000.00</i>
			4.0 Total	\$18,000.00

<i>Subtotal</i>	\$104,921.00
Security Total (125%)	\$131,151.25

SCHEDULE C

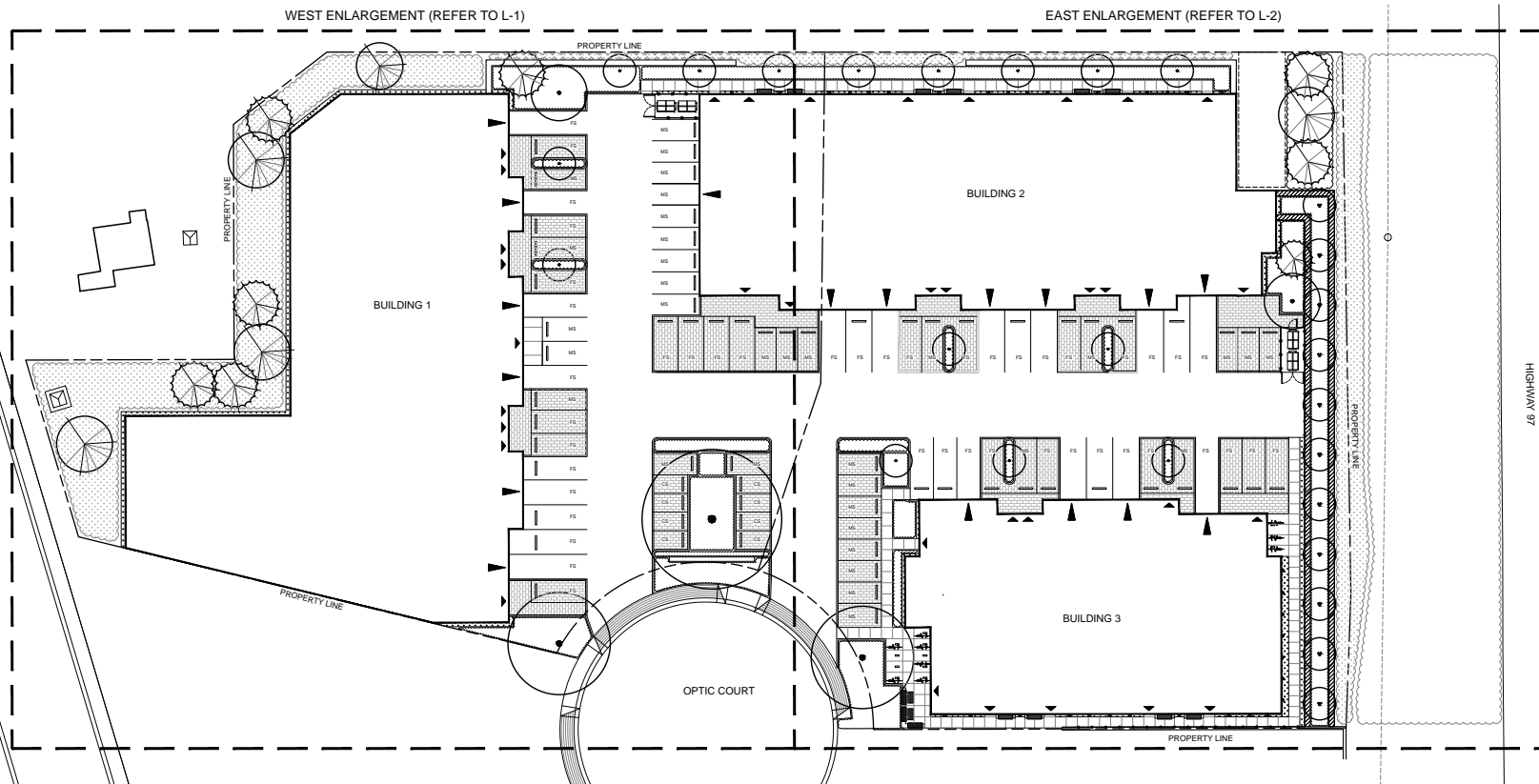
This forms part of application
 # DP18-0209

Planner Initials AC



City of
Kelowna
COMMUNITY PLANNING

/VOLUMES/BENCH/400 - PROJECTS/2018-035-OPTICCOURT-OFFICEWAREHOUSE/440 - PRODUCTION/442 - DRAWINGS/00-CURRENT/00_18-035_CONCEPT_LAYOUTS_COPYING



NOT FOR CONSTRUCTION

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NO.	DATE	DESCRIPTION
2	02/17/18	ISSUED FOR DP APPLICATION
1	02/16/18	ISSUED FOR REVIEW



CLIENT:
MQN ARCHITECTS
VERNON, B.C.

PROJECT:
OPTIC COURT OFFICE WAREHOUSE
KELOWNA, B.C.

SHEET TITLE:
CONTEXT PLAN

DESIGN BY	LS
DRAWN BY	LS
CHECKED BY	KM
PROJECT NO.	18-035
SCALE	1:250

SHEET NO.
L-0

2175 & 2185 OPTIC COURT OFFICE WAREHOUSE

KELOWNA, BC

- LANDSCAPE DRAWING LIST:**
- L-0 CONTEXT PLAN
 - L-1 WEST ENLARGEMENT
 - L-2 EAST ENLARGEMENT
 - L-3 HYDROZONE PLAN

DEVELOPMENT PERMIT NOTES:

- A. PLANT MATERIALS AND CONSTRUCTION METHODS SHALL CONFORM TO MINIMUM STANDARDS ESTABLISHED IN THE LATEST EDITION OF THE CANADIAN LANDSCAPE STANDARDS, PUBLISHED BY C.L.N.A. AND C.S.L.A. AS WELL AS THE CITY OF KELOWNA LANDSCAPE STANDARDS IN BYLAW 7900.
- B. THE LANDSCAPE DESIGN DESIGNATED HEREIN IS CONCEPTUAL BUT REFLECTS THE MINIMUM CITY OF KELOWNA FORM AND CHARACTER REQUIREMENTS.
- C. PLANT MATERIAL SELECTIONS ARE CONCEPTUAL ONLY. FINAL PLANTING SELECTIONS MAY VARY DEPENDING UPON AVAILABILITY AT THE TIME OF CONSTRUCTION.
- D. TREES SHALL BE INSTALLED IN DEFINED SOIL PITS OR PLANTING BED AREAS. ADEQUATE SOIL VOLUME SHALL BE PROVIDED BASED ON THE SPECIFIED TREE SPECIES AND LOCATION.
- E. ORNAMENTAL SHRUB, GRASS AND PERENNIAL CLUSTERS ARE TO BE PLACED WITHIN DEFINED PLANTING BEDS. ALL PLANTING BEDS SHALL HAVE A MIN. OF 450mm (18") UNFERTILIZED GROWING MEDIUM AND 75mm (3") OF COMPOSTED MULCH OR APPROVED EQUAL.
- F. DECORATIVE ROCK AREAS SHALL HAVE A MIN. OF 75mm (3") OF DECORATIVE ROUND, COMMERCIAL GRADE LANDSCAPE FABRIC SHALL BE INSTALLED BELOW ALL DECORATIVE ROCK AREAS.
- G. NATIVE SHRUBS, GRASSES AND PERENNIALS ARE TO BE POCKET PLANTED AND INSTALLED DURING THE SPRING OR FALL WEATHER WINDOWS (SPRING: MARCH TO MAY, FALL: OCTOBER TO NOVEMBER) TO ALLOW FOR ESTABLISHMENT AND LIMIT THE REQUIREMENT OF CONTINUOUS IRRIGATION. ALL POCKETS SHALL BE DIG TO TWICE THE ROOTBALL SIZE TO ALLOW FOR ADDITIONAL GROWING MEDIUM.
- H. HYDRAULIC SEEDING SHALL BE GRADE 4 PREMIUM SEED. SEED SHALL BE INSTALLED DURING THE SPRING OR FALL WEATHER WINDOWS (SPRING: MARCH TO MAY, FALL: OCTOBER TO NOVEMBER) TO ALLOW FOR ESTABLISHMENT AND LIMIT THE REQUIREMENT OF CONTINUOUS IRRIGATION.

CHARACTER IMAGES:



SCHEDULE
This forms part of application
DP18-0209



City of
Kelowna
COMMUNITY PLANNING

Planner Initials **AC**

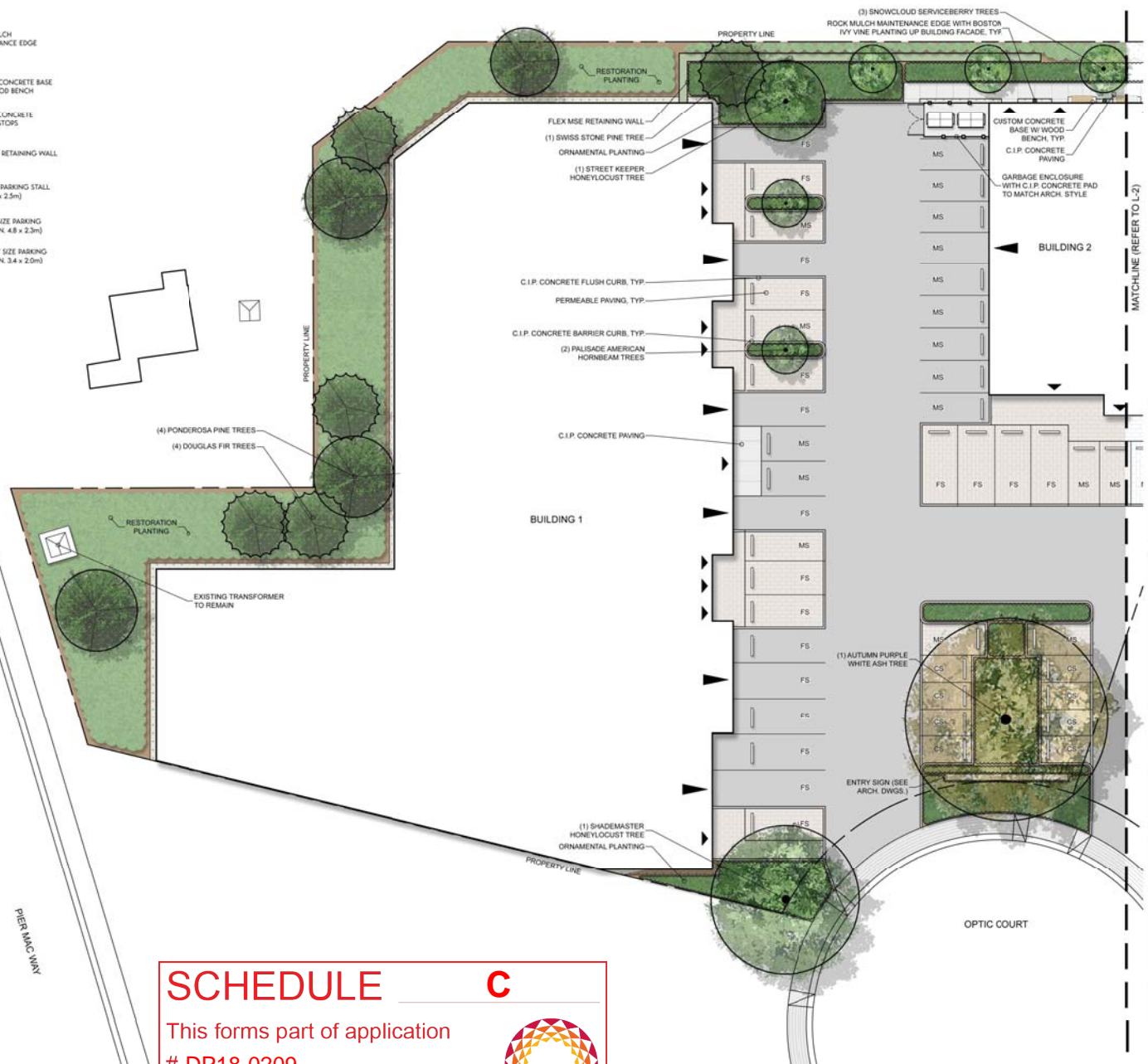
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LEGEND:

	DECIDUOUS TREE		ROCK MULCH MAINTENANCE EDGE
	CONIFEROUS TREE		CUSTOM CONCRETE BASE WITH WOOD BENCH
	RESTORATION PLANTING		PRELAST CONCRETE PARKING STOPS
	ORNAMENTAL SHRUB, PERENNIAL AND GRASS PLANTING		FLEX MSE RETAINING WALL
	C.I.P. CONCRETE PAVING		FULL SIZE PARKING STALL (MIN. 6.0 x 2.5m)
	PERMEABLE PAVERS		MEDIUM SIZE PARKING STALL (MIN. 4.8 x 2.3m)
			COMPACT SIZE PARKING STALL (MIN. 3.4 x 2.0m)

ORNAMENTAL PLANT LIST:

TREES			
Botanical Name	Common Name	Size	Root
<i>Amelanchier alnifolia</i>	Snowcloud serviceberry	1.2m HL	B&B
<i>Carpinus caroliniana</i>	Palisade American hornbeam	6cm Cal.	B&B
<i>Fraxinus americana</i>	American white ash	6cm Cal.	B&B
<i>Gleditsia inaequalis</i>	Street Keeper honeylocust	6cm Cal.	B&B
<i>Gleditsia inaequalis</i>	Shademaster honeylocust	6cm Cal.	B&B
<i>Pinus cembra</i>	Santa stone pine	1.8m HL	B&B
<i>Syringa reticulata</i>	Ivory Silk Japanese tree lilac	6cm Cal.	B&B
SHRUBS			
Botanical Name	Common Name	Size/Spacing	Root
<i>Berberis thunbergii</i>	Royal Burgundy barberry	#02 Cont./1.0m O.C.	Potted
<i>Berberis thunbergii</i>	Ruby Carousel barberry	#02 Cont./1.0m O.C.	Potted
<i>Mahonia aquifolium</i>	Oregon grape holly	#02 Cont./1.25m O.C.	Potted
<i>Thuja alba</i>	Little Gem Norway spruce	#02 Cont./0.6m O.C.	Potted
<i>Ribes alpinum</i>	Alpine currant	#02 Cont./1.5m O.C.	Potted
PERENNIALS			
Botanical Name	Common Name	Size/Spacing	Root
<i>Alpertia Russana</i>	Walker's Low catmint	#01 Cont./0.6m O.C.	Potted
<i>Perthocissus tricuspidata</i>	Boston Ivy	#01 Cont./2.5m O.C.	Potted
<i>Perovskia atriplicifolia</i>	Little Spire Russian sage	#01 Cont./0.4m O.C.	Potted
<i>Rudbeckia fulgida</i>	Goldstrum coneflower	#01 Cont./0.6m O.C.	Potted
<i>Salvia nemorosa</i>	May Night salvia	#01 Cont./0.6m O.C.	Potted
GRASSES			
Botanical Name	Common Name	Size/Spacing	Root
<i>Melicotrichon sempervirens</i>	Blue oat grass	#01 Cont./0.75m O.C.	Potted
<i>Schizachyrium scoparium</i>	Prairie Blues little blue stem	#01 Cont./0.6m O.C.	Potted
RESTORATION PLANT LIST:			
TREES			
Botanical Name	Common Name	Size/Spacing	Root
<i>Amelanchier alnifolia</i>	Serviceberry	1.2m HL, Multi-stem	B&B
<i>Pinus ponderosa</i>	Ponderosa pine	1.2m HL	B&B
<i>Pseudotsuga menziesii</i> var. <i>glauca</i>	Western Douglas fir	1.2m HL	B&B
SHRUBS			
Botanical Name	Common Name	Size/Spacing	Root
<i>Amelanchier alnifolia</i>	Serviceberry	24 Tray	Plugs
<i>Artemisia tridentata</i>	Big sagebrush	24 Tray	Plugs
<i>Philadelphus lewisii</i>	Hick orange	24 Tray	Plugs
<i>Symphoricarpos albus</i>	Snowberry	24 Tray	Plugs
PERENNIALS			
Botanical Name	Common Name	Size/Spacing	Root
<i>Achillea millefolium</i>	Yarrow	24 Tray	Plugs
<i>Eriogonum medium</i>	Snow Buckwheat	24 Tray	Plugs
<i>Lithospermum ruderale</i>	Limoneweed	24 Tray	Plugs
<i>Panicum patagonicum</i>	Indian-wheat	24 Tray	Plugs
GRASSES			
Botanical Name	Common Name	Size/Spacing	Root
<i>Aristida longiseta</i>	Red three-awn	24 Tray	Plugs
<i>Festuca idahoensis</i>	Idaho fescue	24 Tray	Plugs
<i>Festuca scabrella</i>	Rough fescue	24 Tray	Plugs
<i>Koeleria macrantha</i>	Junegrass	24 Tray	Plugs
<i>Poa secunda</i>	Sunberg's bluegrass	24 Tray	Plugs
<i>Pseudopennis spicata</i>	Bluebunch wheatgrass	24 Tray	Plugs



NOT FOR CONSTRUCTION

DESIGN REVISIONS - THIS DRAWING AND DESIGN IS IN PART THE PROPERTY OF BENCH LITE DESIGN AND PART OF THE DESIGN IS OWNED BY THE COMPANY'S THIRD PARTIES.

NO.	DATE	DESCRIPTION
2	001	ISSUED FOR EIP APPLICATION
1	001	ISSUED FOR REVIEW
1	001	ISSUED



CLIENT:
MQN ARCHITECTS
VERSION: B.C.

PROJECT:
OPTIC COURT
OFFICE WAREHOUSE
KELOWNA, B.C.

SHEET TITLE:
LANDSCAPE PLAN -
WEST ENLARGEMENT

DESIGN BY: L.S.
DRAWN BY: L.S.
CHECKED BY: M.S.
PROJECT NO.: 18-030
SCALE: 1:150

SHEET NO.:
L-1














SCHEDULE C

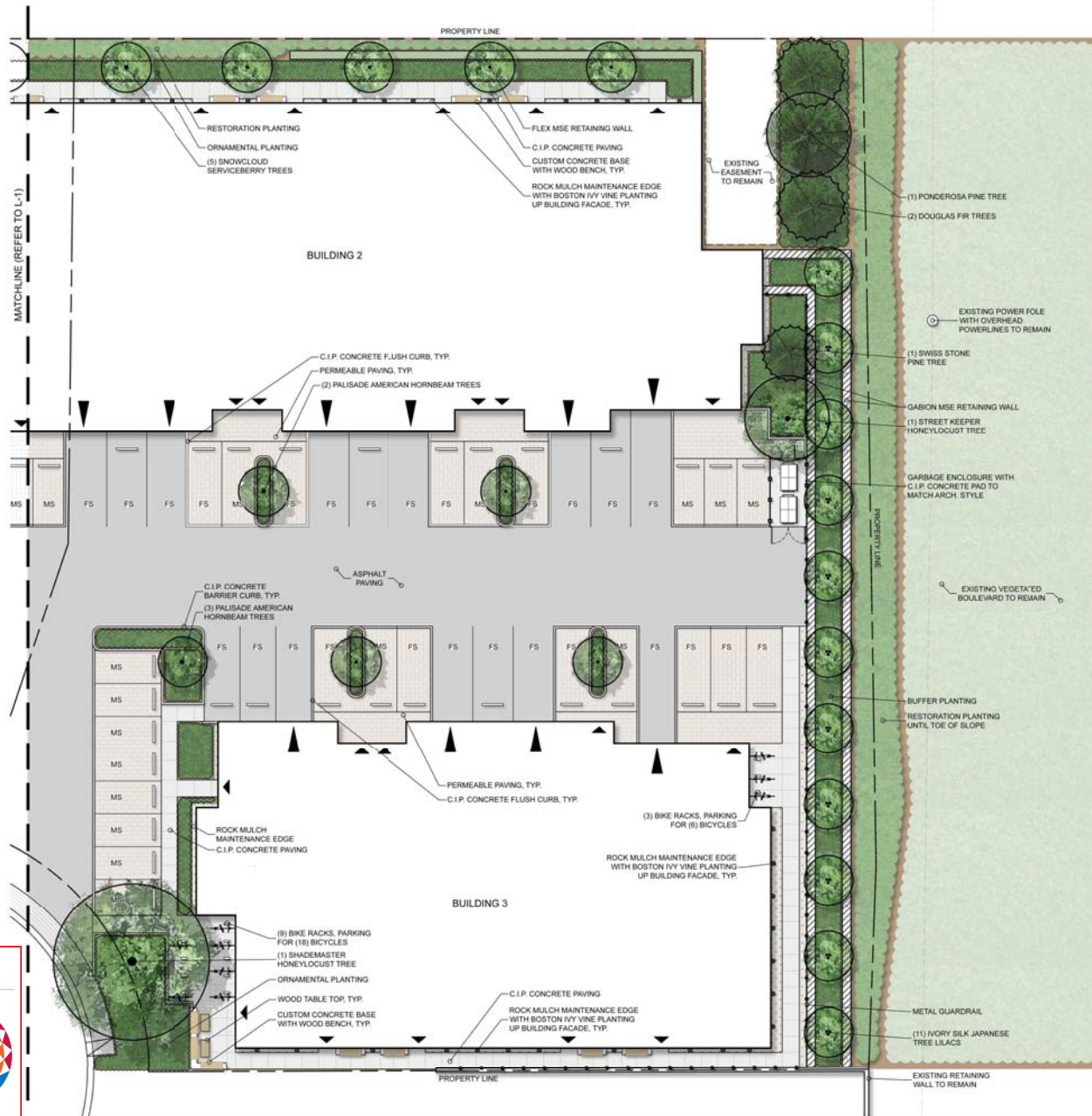
This forms part of application
DP18-0209

Planner Initials AC

City of Kelowna
COMMUNITY PLANNING

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- LEGEND:**
-  DECIDUOUS TREE
 -  CONIFEROUS TREE
 -  RESTORATION PLANTING
 -  ORNAMENTAL SHRUB, PERENNIAL AND GRASS PLANTING
 -  C.I.P. CONCRETE PAVING
 -  PERMEABLE PAVERS
 -  ROCK MULCH MAINTENANCE EDGE
 -  CUSTOM CONCRETE BASE WITH WOOD BENCH
 -  PRECAST CONCRETE PARKING STOPS
 -  BIKE RACK
 -  METAL GUARDRAIL
 -  FLEX MSE RETAINING WALL
 -  GABION MSE RETAINING WALL
 -
 - FS** FULL SIZE PARKING STALL (MIN. 6.0 x 2.5m)
 - MS** MEDIUM SIZE PARKING STALL (MIN. 4.8 x 2.3m)
 - CS** COMPACT SIZE PARKING STALL (MIN. 3.4 x 2.0m)



 NORTH

NOT FOR CONSTRUCTION

CONCEPT DESIGN: THE DESIGN HAS BEEN DEVELOPED BY THE DESIGNER AND IS SUBJECT TO THE REVIEW AND APPROVAL OF THE LOCAL GOVERNMENT AND THE PROPERTY OWNERS.

NO.	DATE	DESCRIPTION
2	03/12/2018	ISSUED FOR DP APPLICATION
1	03/12/2018	ISSUED FOR REVIEW
1	03/12/2018	ISSUED



PROJECT:
OPTIC COURT OFFICE WAREHOUSE
KELOWNA, B.C.

SHEET TITLE:
LANDSCAPE PLAN - EAST ENLARGEMENT


DESIGN BY: L.S.
DRAWN BY: L.S.
CHECKED BY: M.N.
PROJECT NO.: 18-030
SCALE: 1:150

L-2

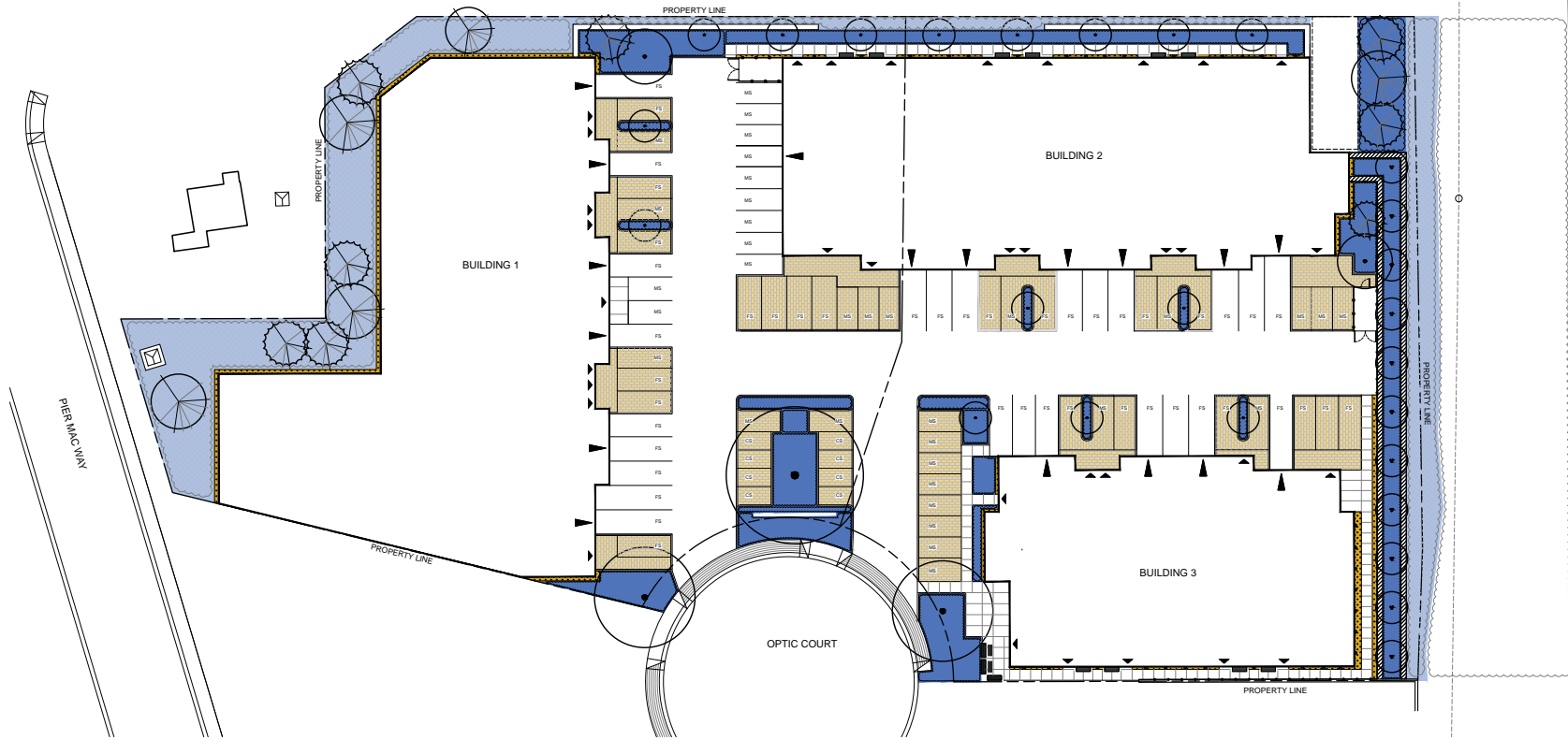
SCHEDULE C

This forms part of application # DP18-0209

Planner Initials **AC**



City of Kelowna
COMMUNITY PLANNING



- LEGEND:**
- MEDIUM WATER USE
 - LOW WATER USE - ESTABLISHMENT IRRIGATION ONLY
 - NO WATER USE (PERMEABLE PAVERS)
 - NO WATER USE (ROCK MULCH MAINTENANCE EDGE)

SCHEDULE C

This forms part of application
DP18-0209

Planner Initials AC

City of Kelowna
COMMUNITY PLANNING

NORTH

NOT FOR CONSTRUCTION

HIGHWAY 99

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REVISIOMS / ISSUES	NO.	DATE	DESCRIPTION

14-1562 water street kelowna bc v1v127
(1-250-800-8798)

CLIENT:
MQN ARCHITECTS VERNON, B.C.
PROJECT:
OPTIC COURT OFFICE WAREHOUSE KELOWNA, B.C.
SHEET TITLE:
HYDROZONE PLAN
DESIGN BY: LS
DRAWN BY: LS
CHECKED BY: MN
PROJECT NO.: 18-035
SCALE: 1:250
SHEET NO.:
L-3

CITY OF KELOWNA
BYLAW NO. 11571
Z17-0112 3976 Hwy 97 N

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 1 Section 2 Township 23 ODYD Plan 42310 Except Plan EPP53293 located on Hwy 97 N Road, Kelowna, B.C., from the P3 – Parks and Open Space zone to the I2 – General Industrial 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 5th day of March, 2018.

Considered at a Public Hearing on the 20th day of March, 2018.

Read a second and third time by the Municipal Council this 20th day of March, 2018.

Approved under the Transportation Act this 29th day of November, 2018.

Audrie Henry

(Approving Officer – Ministry of Transportation)

Adopted by the Municipal Council of the City of Kelowna this

Mayor

City Clerk

REPORT TO COUNCIL



Date: December 10, 2018

RIM No. 0940-00

To: City Manager

From: Community Planning Department (AW)

Application: DP17-0269 **Owner:** Sweetwater Management Ltd., Inc. No. 298078

Address: 3976 Hwy 97 N **Applicant:** Urban Options Planning & Permits

Subject: Development Permit

Existing OCP Designation Industrial

Proposed Zone: I2 – General Industrial

1.0 Recommendation

THAT final adoption of Rezoning Bylaw No. 11571 (Z17-0112) be considered by Council;

AND THAT Council authorizes the issuance of Development Permit No. DP17-0269 Lot 1 Section 2 Twp 23 ODYD Plan 42310 Except Plan EPP53293, located at 3976 Highway 97 N, 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";
3. Landscaping to be provided on the land be in accordance with Schedule "C";
4. 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 Registered Landscape Architect;

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 the proposed automotive sales and repair shop.

3.0 Community Planning

Staff support the proposed development as the form and character meets design expectations for an industrial project in this location. The scale of the project in conjunction with the proposed materials, finishings and landscaping will make it a positive addition to this industrially designated area.

4.0 Proposal

4.1 Background

The proposed development is for an automotive repair shop for 'Adventure Trucks', a company that specializes in the retrofitting and sale of off-road vehicles. Only the southern portion of the property is proposed for development at this time, the northern portion will be redeveloped in the future.

4.2 Project Description

The proposed building has clean lines punctuated with black frames windows and the building materials are primarily textured concrete with a grey finish. Both entrances are clearly identified using a natural wood canopy feature. Landscape at each entrance further enhances these features. The perimeter of the project has a landscape buffer comprising of drought tolerant plants and three features trees along Highway 97 North.

4.3 Site Context

Subject Property Map:



4.4 Zoning Analysis Table

Zoning Analysis Table		
CRITERIA	I ₂ ZONE REQUIREMENTS	PROPOSAL
Existing Lot/Subdivision Regulations		
Lot Area	4,000m ²	6,256m ²
Lot Width	40m	121.46m
Lot Depth	30m	30.76
Development Regulations		
Floor Area Ratio	1.5	0.10
Site Coverage	60%	36%
Height	14m	8.96m
Front Yard	7.5m	11.2m
Side Yard (south)	0m	9.94m
Side Yard (north)	0m	75.16m
Rear Yard	0m	6.0m
Other Regulations		
Minimum Parking Requirements	14 stalls	14 stalls
Loading Space	1 stall	1 stall

5.0 Technical Comments

5.1 Building & Permitting Department

- Full Plan check for Building Code related issues will be done at time of Building Permit applications.

5.2 Development Engineering Department

- Satisfied with rezoning application Z17-0112.

6.0 Application Chronology

Date of Application Received: November 23, 2017
 Date Public Consultation Completed: January 24, 2018
 Public Hearing for Rezoning: March 20, 2018

Report prepared by: Alec Warrender, Real Estate Manager (Acting)

Reviewed by: Terry Barton, Urban Planning Manager

Approved for Inclusion: Ryan Smith, Community Planning Department Manager

Attachments:

Draft Development Permit DP17-0269
 Schedule "A": Siting and Dimensions
 Schedule "B": Elevations
 Schedule "C": Landscape Plan

Development Permit DP17-0269



This permit relates to land in the City of Kelowna municipally known as

3976 Hwy 97 North

and legally known as

Lot 1 Section 2 Township 23 ODYD Plan 42310

The development has been approved subject to any attached terms and conditions, and to full compliance with the approved plans bearing the stamp of approval and the above described development permit number.

The present owner and any subsequent owner of the above described land must comply with any attached terms and conditions.

Date of Decision: December 10, 2018
Decision By: CITY COUNCIL
Issued Date: Tbd
Development Permit Area: Comprehensive Development Permit Area
File Manager: Alec Warrender

This permit will not be valid if development has not commenced by December 10, 2020.

Existing Zone: I2 – General

Future Land Use Designation: Industrial

This is NOT a Building Permit.

In addition to your Development Permit, a Building Permit may be required prior to any work commencing. For further information, contact the City of Kelowna, Development Services Branch.

NOTICE

This permit does not relieve the owner or the owner's authorized agent from full compliance with the requirements of any federal, provincial or other municipal legislation, or the terms and conditions of any easement, covenant, building scheme or agreement affecting the building or land.

Owner: Sweetwater Management Ltd., Inc. No. 298078
Address: C/O O'Reilly Road
City: Kelowna, BC

Ryan Smith, Community Planning Department Manager
Community Planning & Strategic Investments

Date

1. SCOPE OF APPROVAL

This Development 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 Development 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 Development 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.

2. CONDITIONS OF APPROVAL

- 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";
- c) Landscaping to be provided on the land be in accordance with Schedule "C"; and
- d) 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 Registered Landscape Architect.

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

3. PERFORMANCE SECURITY

As a condition of the issuance of this Permit, Council is holding the security set out below to ensure that development is carried out in accordance with the terms and conditions of this Permit. Should any interest be earned upon the security, it shall accrue to the Developer and be paid to the Developer or his or her designate if the security is returned. The condition of the posting of the security is that should the Developer fail to carry out the development hereby authorized, according to the terms and conditions of this Permit within the time provided, the Municipality may use enter into an agreement with the property owner of the day to have the work carried out, and any surplus shall be paid over to the property own of the day. Should the Developer carry out the development permitted by this Permit within the time set out above, the security shall be returned to the Developer or his or her designate. There is filed accordingly:

- a) A Certified Cheque in the amount of tbd.

Before any bond or security required under this Permit is reduced or released, the Developer will provide the City with a statutory declaration certifying that all labour, material, workers' compensation and other taxes and costs have been paid.

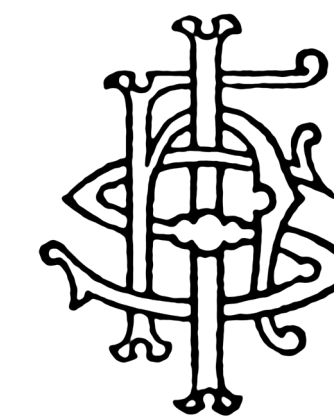
4. Indemnification

Upon commencement of the works authorized by this Permit the Developer covenants and agrees 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 said Permit.

All costs, expenses, claims that may be incurred by the Municipality where the construction, 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.

**The PERMIT HOLDER is the CURRENT LAND OWNER.
Security shall ONLY be returned to the signatory of the
Landscape Agreement or their designates.**



IHS DESIGN
 1392 MINE HILL DRIVE
 KELOWNA, BC V1P 1S5
 www.ihsdesign.com
 (250) 212-7938

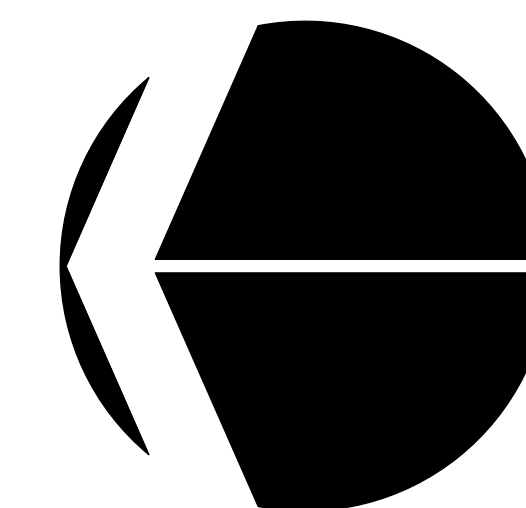
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SCHEDULE A

This forms part of application
 # DP17-0269

Planner Initials **AW**

City of Kelowna
 COMMUNITY PLANNING



PROJECT NORTH

REVISION	DATE	DISCRIPTION

PROJECT

ADVENTURE TRUCKS

3976 HWY 97 NORTH

KELOWNA, BC V1X 4J5

LOT 1 PLAN KAP42910

DRAWING TITLE

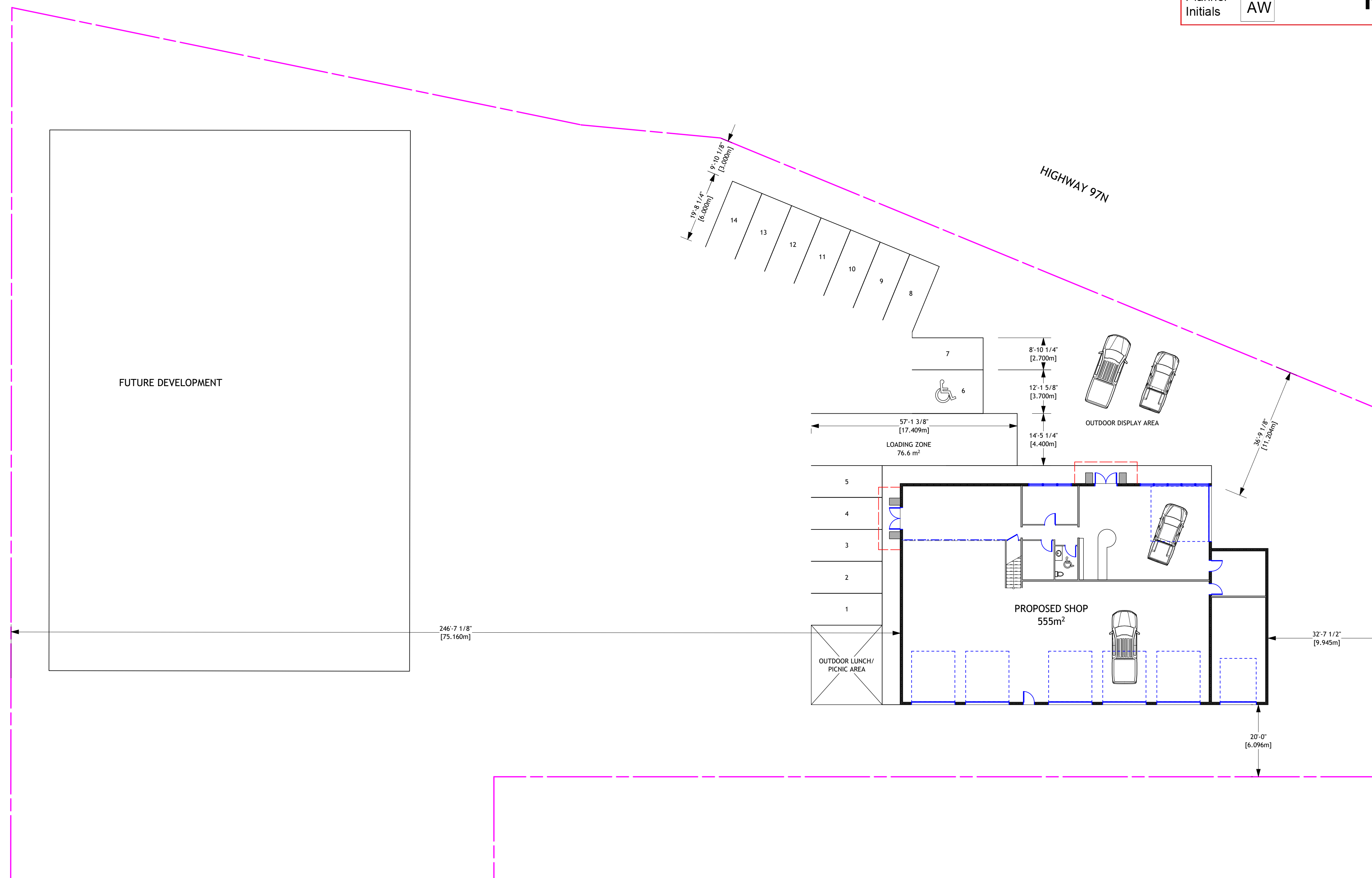
SITE PLAN

DATE

SEPTEMBER 13, 2017

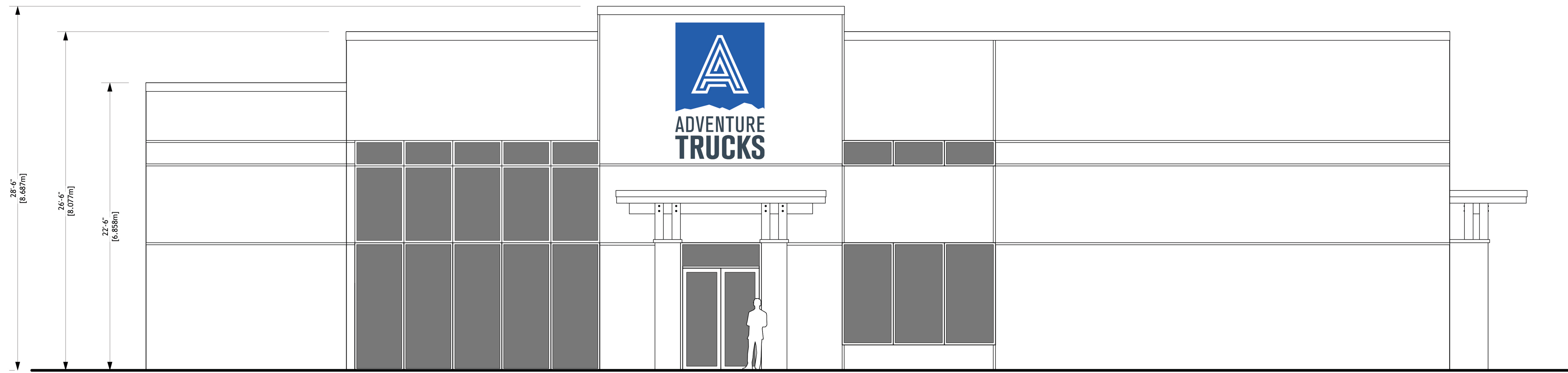
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5
 of
5



1 SITE PLAN
 Scale: 1:200





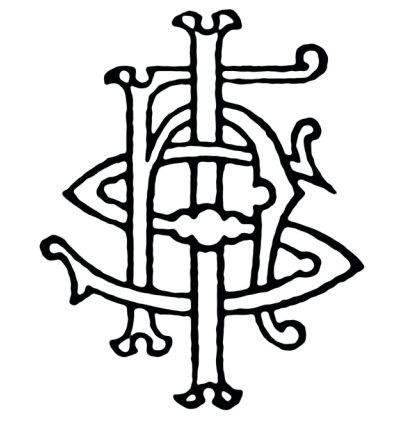
1 EAST ELEVATION
Scale: 3/16" = 1'-0"

SCHEDULE A

This forms part of application
DP17-0269

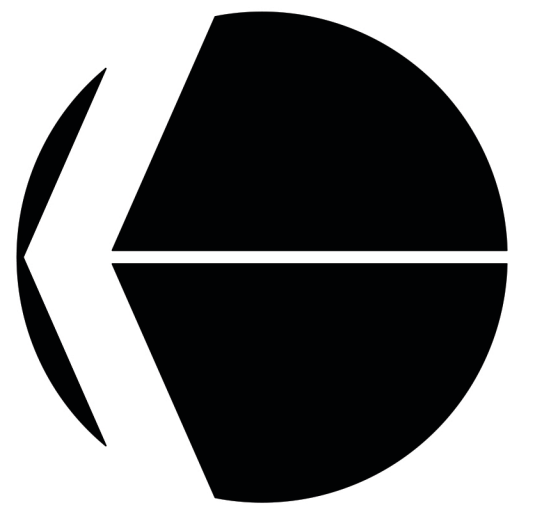
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City of Kelowna
COMMUNITY PLANNING

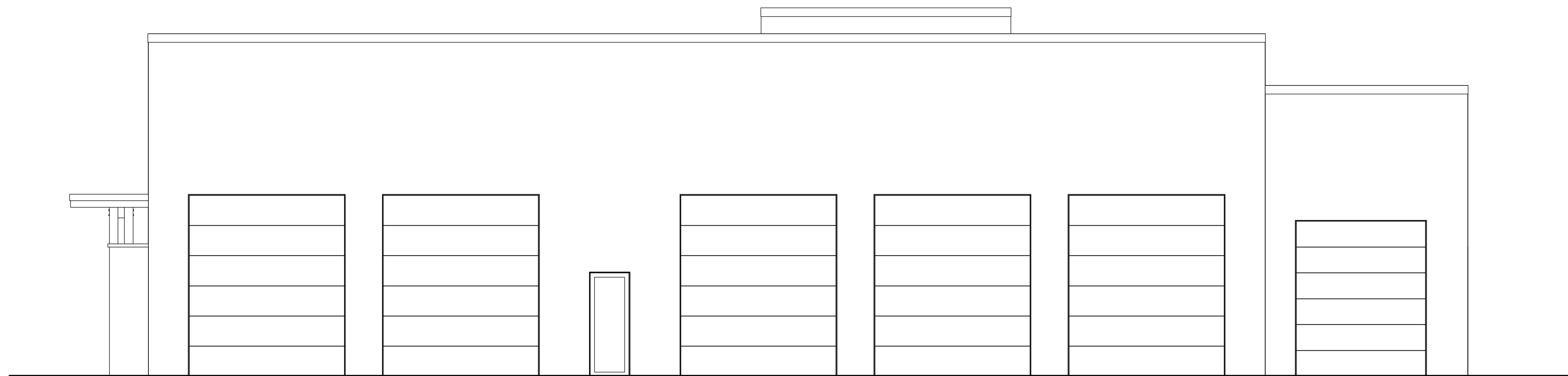


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KELOWNA, BC V1P 1S5
www.ihsdesign.com
(250) 212-7938

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PROJECT NORTH



2 WEST ELEVATION
Scale: 3/16" = 1'-0"

REVISION	DATE	DISCRIPTION

PROJECT

ADVENTURE TRUCKS
3976 HWY 97 NORTH
KELOWNA, BC V1X 4J5
LOT 1 PLAN KAP42910

DRAWING TITLE

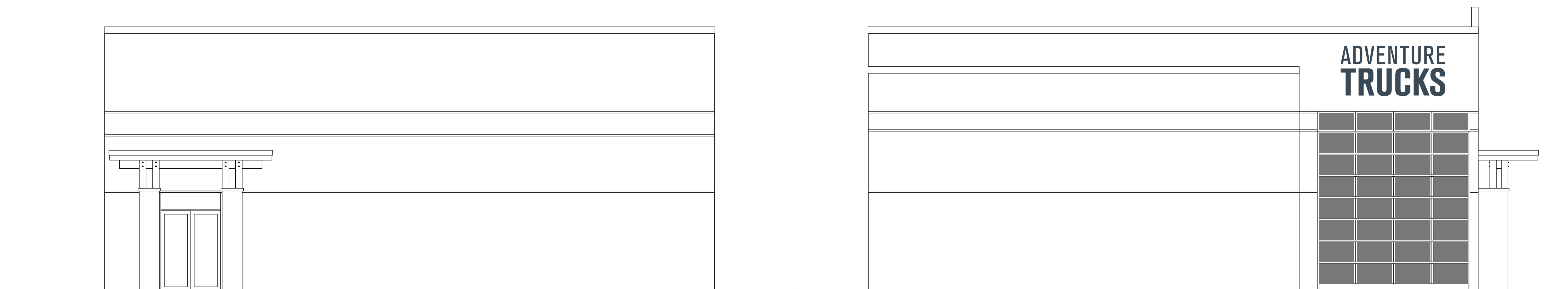
ELEVATIONS

DATE

SEPTEMBER 13, 2017

DRAWING NUMBER

4
of
5



3 NORTH ELEVATION
Scale: 3/16" = 1'-0"

4 SOUTH ELEVATION
Scale: 3/16" = 1'-0"



SCHEDULE B

This forms part of application
DP17-0269



City of
Kelowna
COMMUNITY PLANNING

Planner
Initials **AW**



SCHEDULE

B

This forms part of application

DP17-0269



City of
Kelowna
COMMUNITY PLANNING

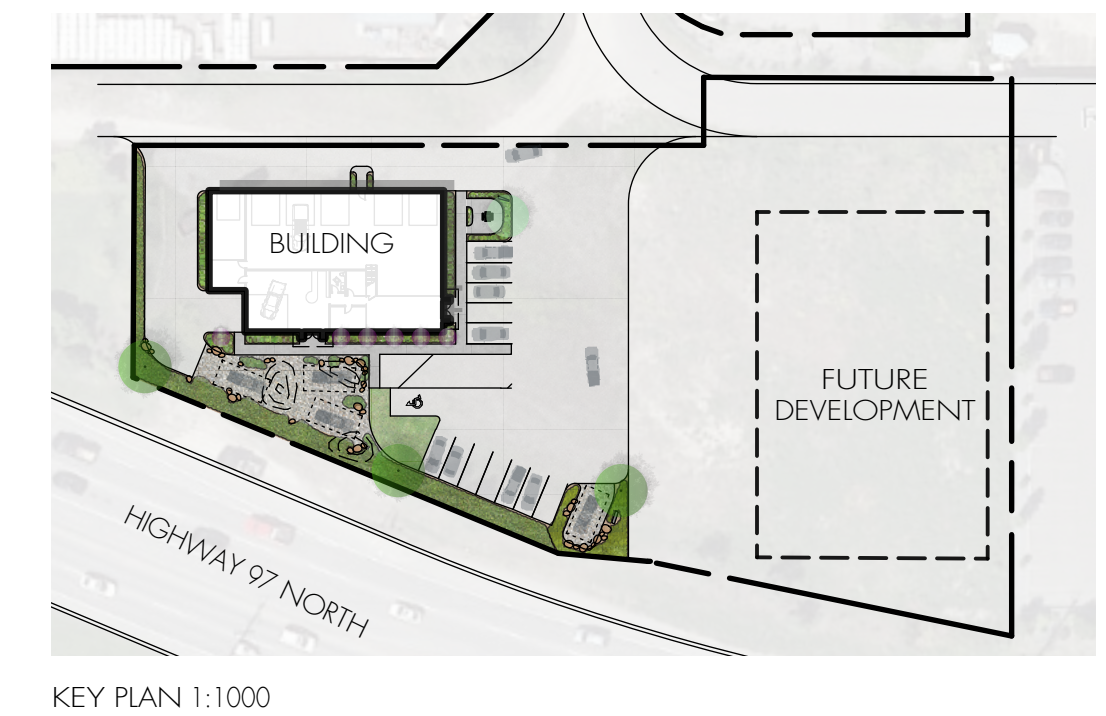
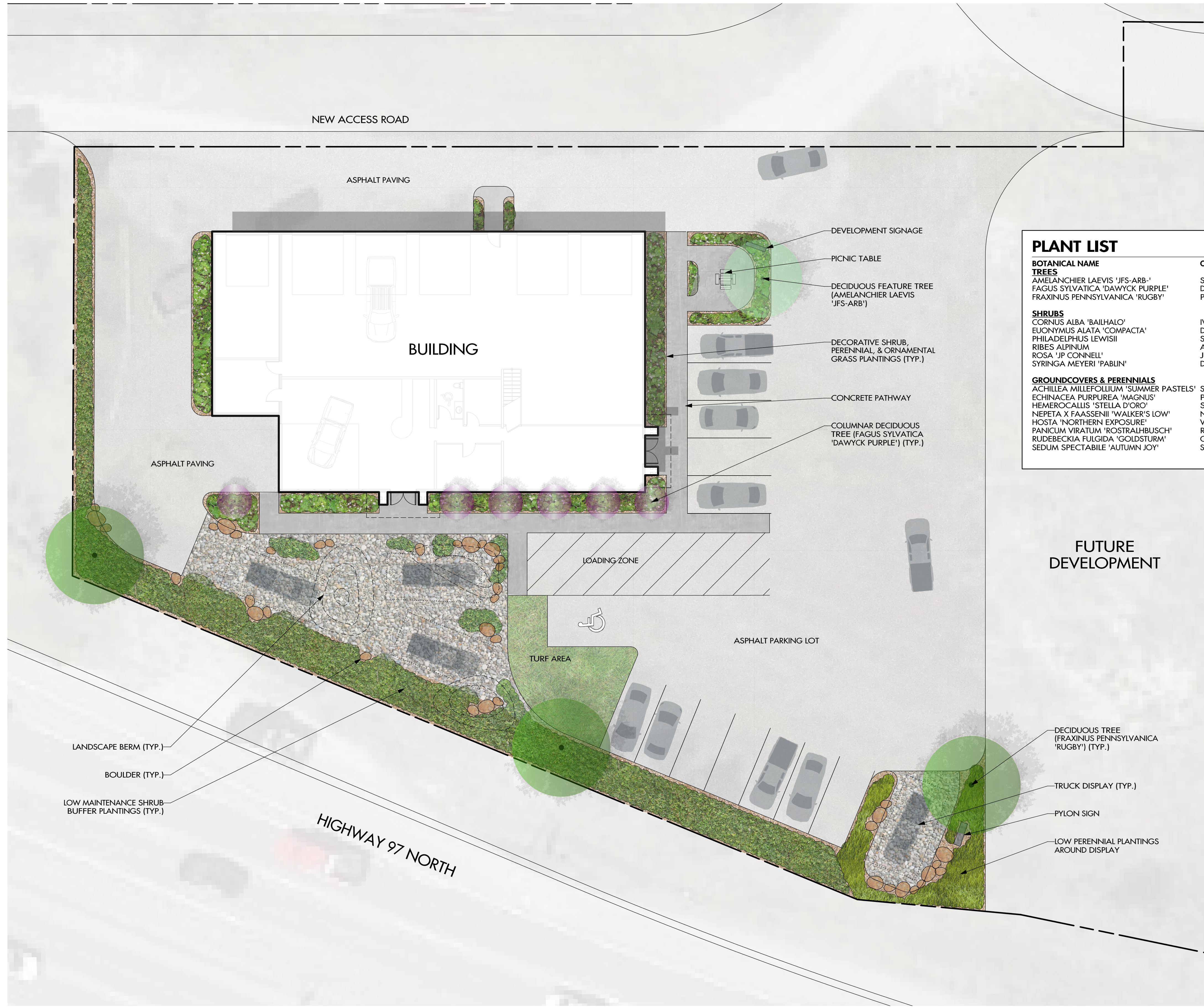
Planner
Initials

AW



OUTLAND DESIGN
LANDSCAPE ARCHITECTURE

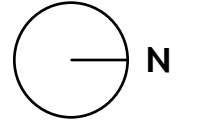
206 - 1889 Spall Road
Kelowna, BC V1Y 4R2
T (250) 868-9270
www.outlanddesign.ca



PLANT LIST

BOTANICAL NAME	COMMON NAME	QTY	SIZE / REMARKS
TREES			
AMELANCHIER LAEVIS 'JFS-ARB'	SPRING FLURRY SERVICEBERRY	1	6cm CAL
FAGUS SYLVATICA 'DAWYCK PURPLE'	DAWYCK'S PURPLE BEECH	6	6cm CAL
FRAXINUS PENNSYLVANICA 'RUGBY'	PRAIRIE SPIRE GREEN ASH	3	6cm CAL
SHRUBS			
CORNUS ALBA 'BAILHALO'	IVORY HALO DOGWOOD	11	#01 CONT. / 1.5m O.C. SPACING
EUONYMUS ALATA 'COMPACTA'	DWARF WINGED BURNING BUSH	8	#01 CONT. / 1.8m O.C. SPACING
PHILADELPHUS LEWISII	SNOWBELLE MOCKORANGE	4	#01 CONT. / 2.5m O.C. SPACING
RIBES ALPINUM	ALPINE CURRANT	8	#01 CONT. / 1.8m O.C. SPACING
ROSA 'JP CONNELL'	JP CONNELL ROSE	11	#01 CONT. / 0.75 O.C. SPACING
SYRINGA MEYERI 'PABLIN'	DWARF KOREAN LILAC	48	#01 CONT. / 1.5m O.C. SPACING
GROUNDCOVERS & PERENNIALS			
ACHILLEA MILLEFOLIUM 'SUMMER PASTELS'	SUMMER PASTELS YARROW	31	#01 CONT. / 0.75m O.C. SPACING
ECHINACEA PURPUREA 'MAGNUS'	PURPLE CONE FLOWER	48	#01 CONT. / 0.60m O.C. SPACING
HEMEROCALLIS 'STELLA D'ORO'	STELLA D'ORO DAYLILY	48	#01 CONT. / 0.06m O.C. SPACING
NEPETA X FAASSENII 'WALKER'S LOW'	NORTHERN EXPOSURE HOSTA	18	#01 CONT. / 1.2m O.C. SPACING
HOSTA 'NORTHERN EXPOSURE'	WALKER'S LOW CATMINT	31	#01 CONT. / 0.9m O.C. SPACING
PANICUM VIRATUM 'ROSTRALBUSCH'	RED SWITCH GRASS	18	#01 CONT. / 1.2m O.C. SPACING
RUDEBECKIA FULGIDA 'GOLDSTURM'	GOLDSTURM CONEFLOWER	31	#01 CONT. / 0.75m O.C. SPACING
SEDUM SPECTABILE 'AUTUMN JOY'	SHOWY STONECROP	31	#01 CONT. / 0.75m O.C. SPACING

- NOTES**
1. PLANT MATERIAL AND CONSTRUCTION METHODS SHALL MEET OR EXCEED B.C.L.N.A. STANDARDS.
 2. ALL SOFT LANDSCAPE AREAS SHALL BE WATERED BY A FULLY AUTOMATIC TIMED UNDERGROUND IRRIGATION SYSTEM.
 3. TREE AND SHRUB BEDS TO BE DRESSED IN A MINIMUM 50mm WOOD MULCH. DO NOT PLACE WEED MAT UNDERNEATH TREE AND SHRUB BEDS.
 4. TREE AND SHRUB BEDS TO RECEIVE A MINIMUM 450mm DEPTH TOPSOIL PLACEMENT.
 5. TURF AREAS FROM SOD SHALL BE NO. 1 GRADE GROWN FROM CERTIFIED SEED OF IMPROVED CULTIVARS REGISTERED FOR SALE IN B.C. AND SHALL BE TOLERANT OF DROUGHT CONDITIONS. A MINIMUM OF 150mm DEPTH OF GROWING MEDIUM IS REQUIRED BENEATH TURF AREAS. TURF AREAS SHALL MEET EXISTING GRADES AND HARD SURFACES FLUSH.



PROJECT TITLE

ADVENTURE TRUCKS

Kelowna, BC

DRAWING TITLE

CONCEPTUAL LANDSCAPE PLAN

ISSUED FOR / REVISION

NO.	DATE	REVISION
1	17.11.03	Review
2		
3		
4		
5		

PROJECT NO 17-132

DESIGN BY FB

DRAWN BY NG

CHECKED BY FB

DATE NOV. 3, 2017

SCALE 1:150

SEAL



DRAWING NUMBER

L1 / 1

SCHEDULE C

This forms part of application
DP17-0269

Planner Initials **AW**

City of Kelowna
COMMUNITY PLANNING

ISSUED FOR REVIEW ONLY
Copyright Reserved. This drawing is the property of Outland Design Landscape Architecture limited and shall not be reproduced, resold, or tendered without permission.



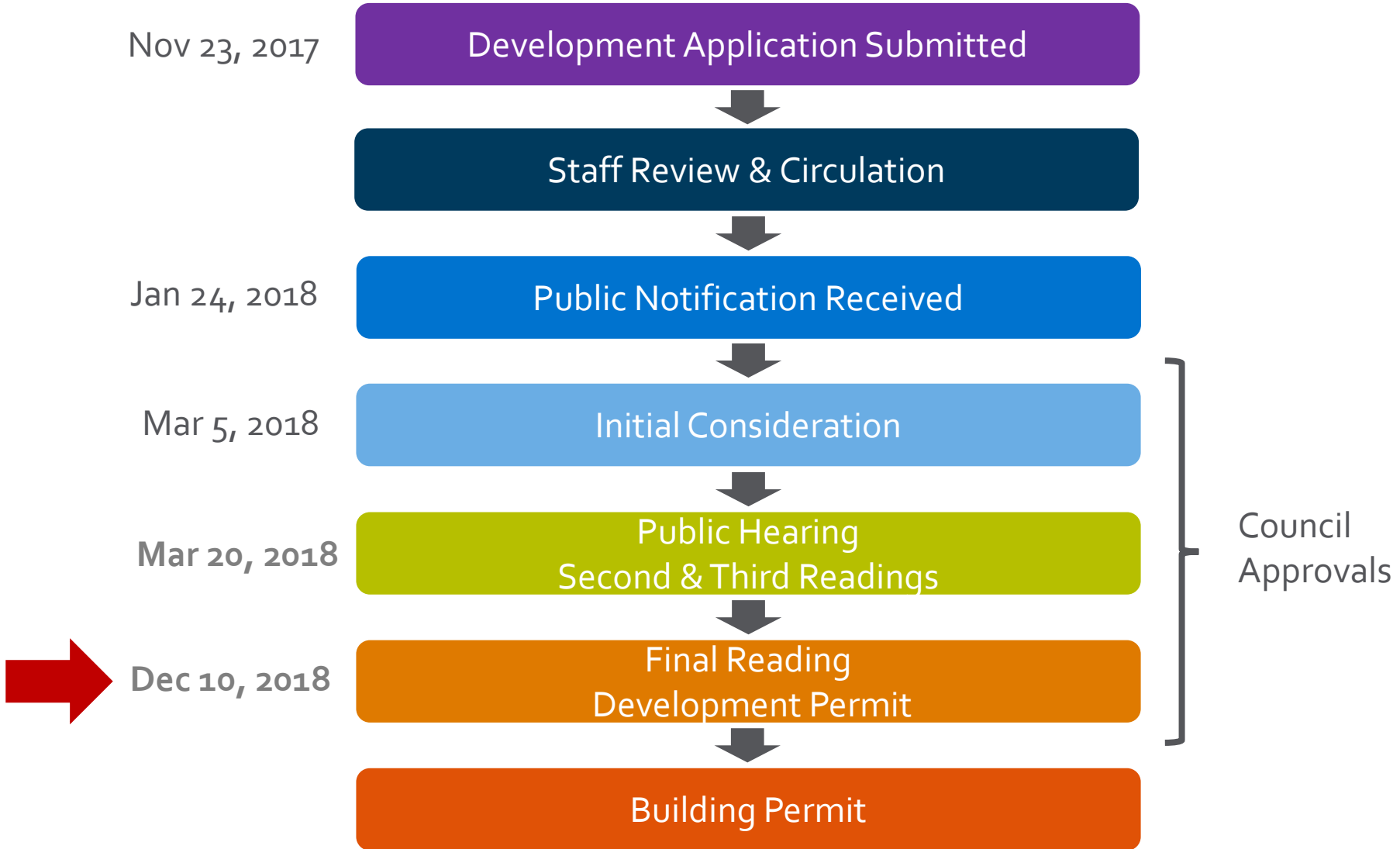
DP17-0269
3976 Hwy 97 N
Development Permit Application



Proposal

- ▶ To consider the form and character of the proposed automotive sales and repair shop.

Development Process



Context Map



Sexsmith Rd

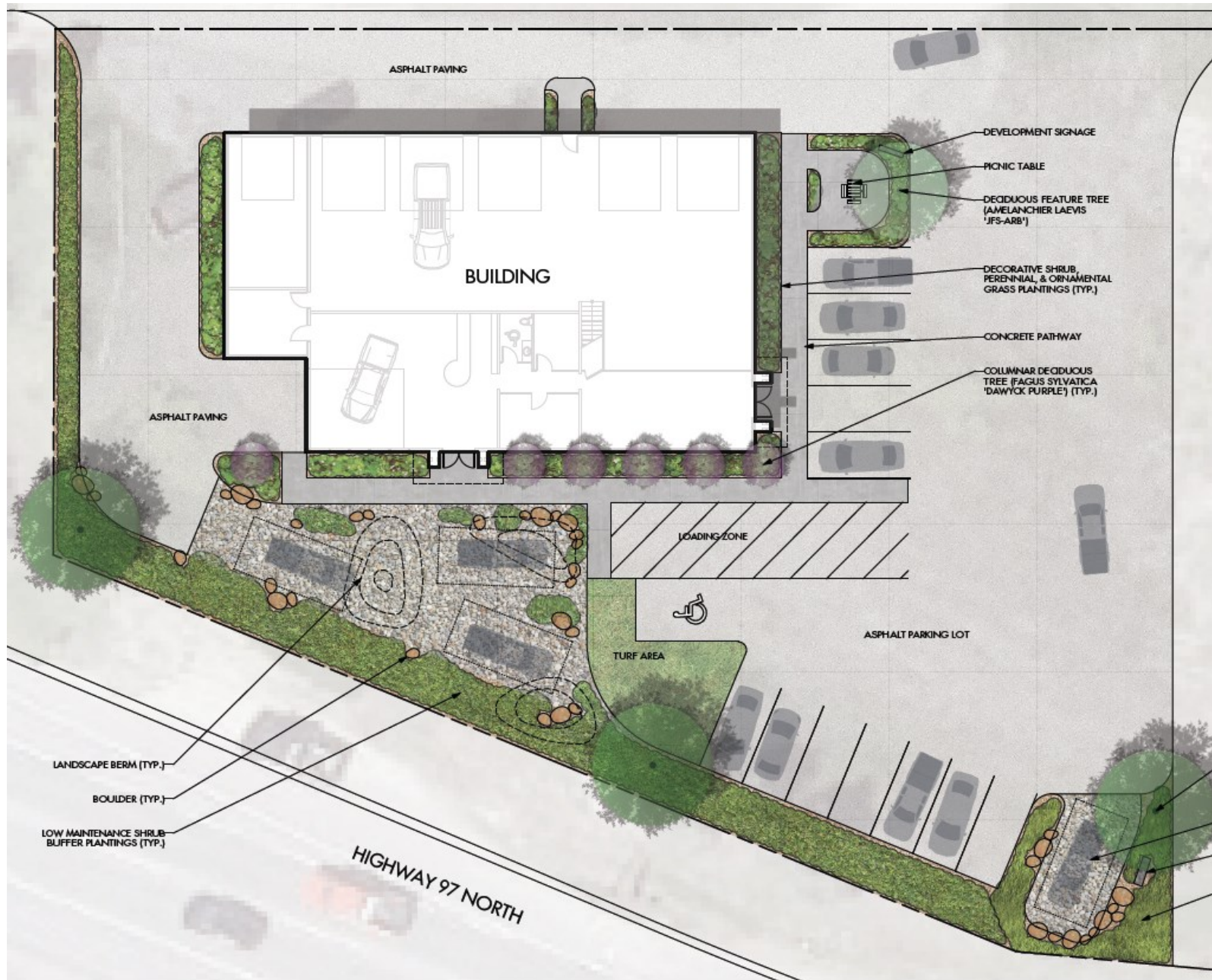
Hwy 97 N

Old Vernon Rd

Subject Property Map



Site Plan





ADVENTURE
TRUCKS



Staff Recommendation

- ▶ Staff support proposed development:
 - ▶ Meets staff expectations for industrial development.



Conclusion of Staff Remarks

CITY OF KELOWNA
BYLAW NO. 11686
Z18-0079 - 425 Fitzpatrick Road

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 4 Section 35 Township 26 Osoyoos Division Yale District Plan 23428, located on Fitzpatrick Road, Kelowna, BC from the RU1 – Large Lot Housing zone to the RU6 – Two Dwelling 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 17th day of September, 2018.

Considered at a Public Hearing on the 9th day of October, 2018.

Read a second and third time by the Municipal Council this 9th day of October, 2018.

Approved under the Transportation Act this 10th day of October, 2018.

Audrie Henry

(Approving Officer – Ministry of Transportation)

Adopted by the Municipal Council of the City of Kelowna this

Mayor

City Clerk

CITY OF KELOWNA
BYLAW NO. 11691
Z18-0078 - 679 McClure Road

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 C, District Lot 357, SDYD, Plan 30569, located on McClure Road, Kelowna, BC from the RU1 – Large Lot Housing zone to the RU2 – Medium Lot 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 1st day of October, 2018.

Considered at a Public Hearing on the 20th day of November, 2018.

Read a second and third time by the Municipal Council this 20th day of November, 2018.

Adopted by the Municipal Council of the City of Kelowna this

Mayor

City Clerk

Report to Council



Date: December 10, 2018
Rim No. 0220-20
To: City Manager
From: Genelle Davidson, Divisional Director Financial Services
Subject: Provisional 2019 Financial Plan

Recommendation:

THAT COUNCIL receives, for information, the presentation from the Divisional Director Financial Services and the Infrastructure Engineering Manager dated Dec.10, 2018 with respect to the Provisional 2019 Financial Plan.

Purpose:

To provide an overview of the Provisional 2019 Financial Plan.

Background:

The attached presentation provides a summary of the key financial impacts for the Provisional 2019 Financial Plan prior to Budget Deliberation Day on Thursday, Dec. 13, 2018.

Submitted by:

Genelle Davidson, CPA, CMA
Divisional Director Financial Services

Approved for inclusion:



cc: Infrastructure Engineering Manager, Financial Planning Manager



2019 Financial Plan overview

Dec. 10, 2018
Council Chambers

#kelownabudget



Agenda

- ▶ Provisional budget process
- ▶ Taxation impact
- ▶ General fund
- ▶ Capital program
- ▶ Other municipal funds
- ▶ Reserves & debt
- ▶ Assessment & taxation

2019 Provisional Budget timeline

Budget letter & guidelines	June 13
Division work plans complete	Aug. 24
Council outlook	Sept. 6
Deadline for budget to Finance	Sept. 7
Performance measures, accomplishments	Sept. 24
2019 drivers & activities	Sept. 24
City Manager's review	Oct. 10-12
Council overview financial plan	Dec. 10
Council review budget	Dec. 13

Analysis of tax demand

	2018	2019
Operating	\$133.2	139.4
General revenues	(12.4)	(11.2)
Taxation capital	<u>12.7</u>	<u>13.6</u>
	\$133.5	141.9
New construction revenue	(2.60)	(2.50)

Municipal

2.99% 2.45%



Infrastructure Levy

1.95%

2019 Base budget changes

2017 & 2018 budget impacts:

Annualized	\$ 1.0M
One-time	(770k)
Division adjustments	<u>28k</u>

Base changes **\$0.3M**

2019 Operating budget



General revenue	\$ (272k)
Expenditure reductions	(217k)
P1 operating requests	<u>7.6M</u>
Operating changes	\$7.1M





2019 Capital

(general fund)

Taxation:

Pay-as-you-go	\$13.6M
Operating budget impacts	\$443k



2019 Budget summary

Previous years decisions	\$ 0.3 M
2019 operating budget	<u>7.1 M</u>
Operating change	7.4 M
2019 tax capital	1.0 M
New construction revenue	<u>(2.5)M</u>
New taxation demand	\$5.9M

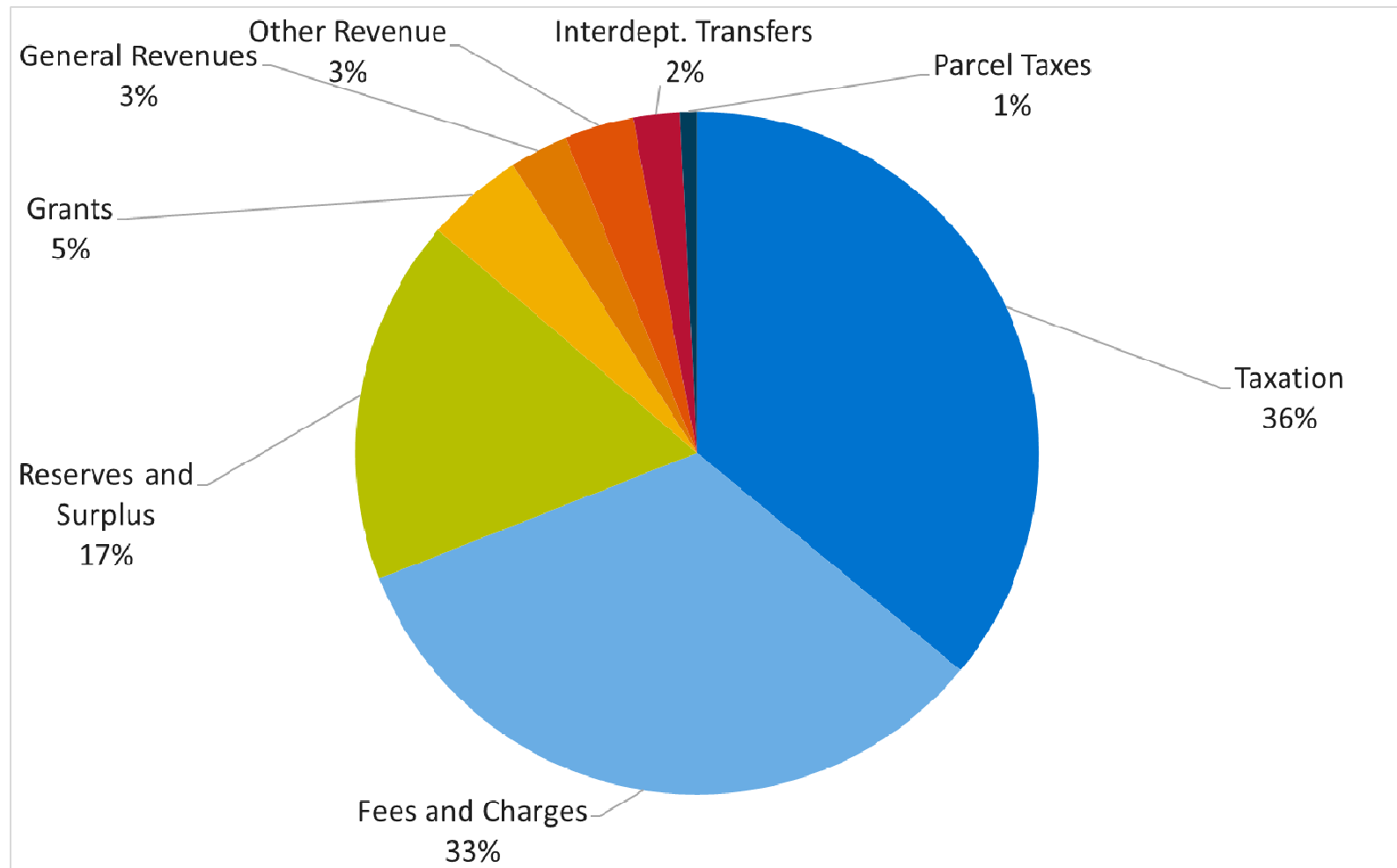
Municipal 2.45%



Infrastructure Levy 1.95%

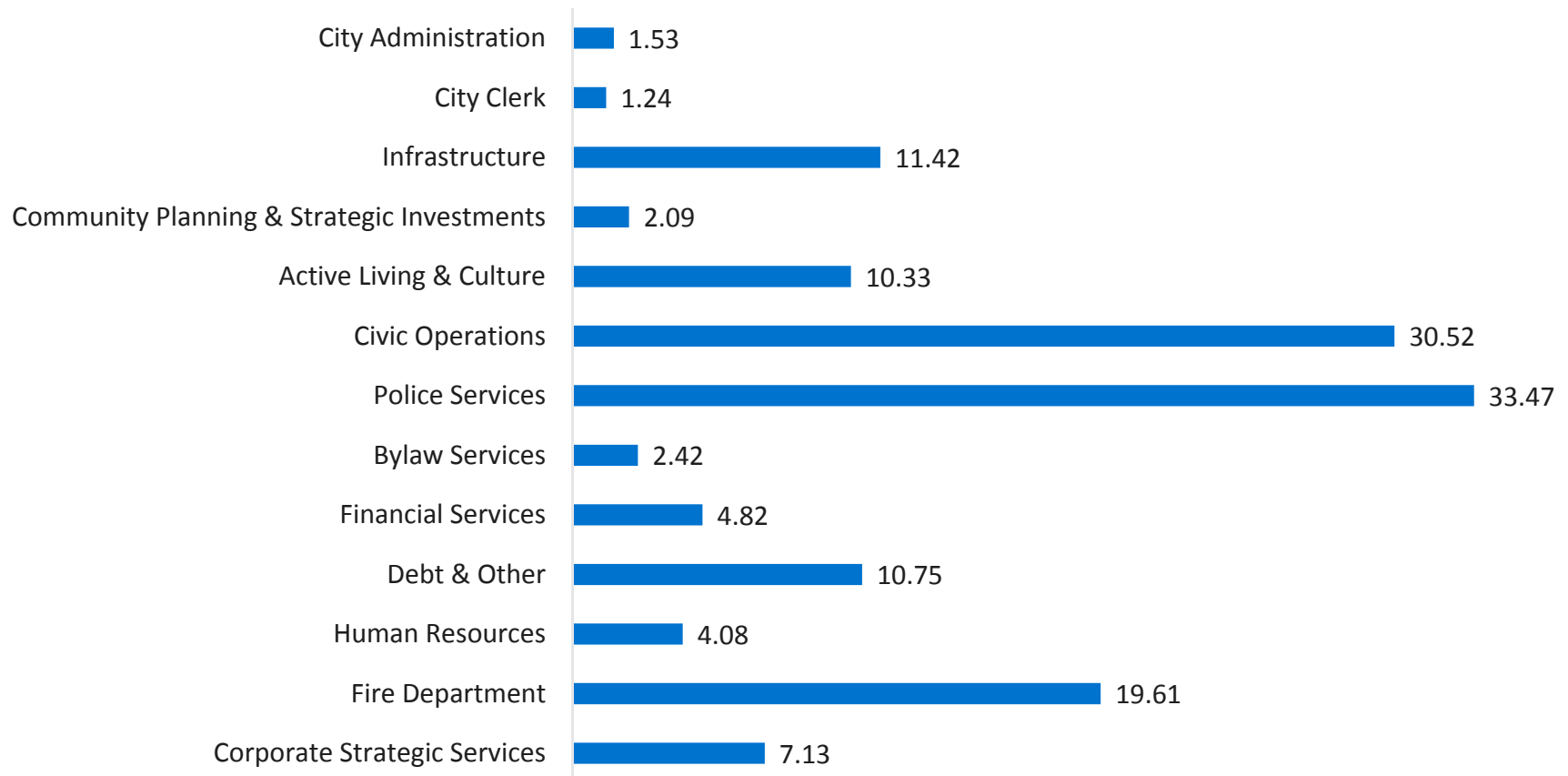
Total revenue \$402.5M

(all funds)



Operating \$139.4M

(general fund)



2019 Capital summary

2019 Capital process

- ▶ Call Letter May 7
- ▶ 10-Year Capital Plan sets 1st draft of 2018 Capital Plan June 12
- ▶ Managers Add/Edit Projects up to deadline June 18
- ▶ Divisional Meeting #1 June 20
- ▶ MBL Analysis & Prioritization July 4-12
- ▶ Divisional Meeting #2 July 18
- ▶ Project Cost Estimating July 30–Aug 24
- ▶ Complete Work Plan Entries Aug 24
- ▶ Submit to Finance Sept 7
- ▶ City Manager Review Oct 10-12
- ▶ Council Review Dec 13

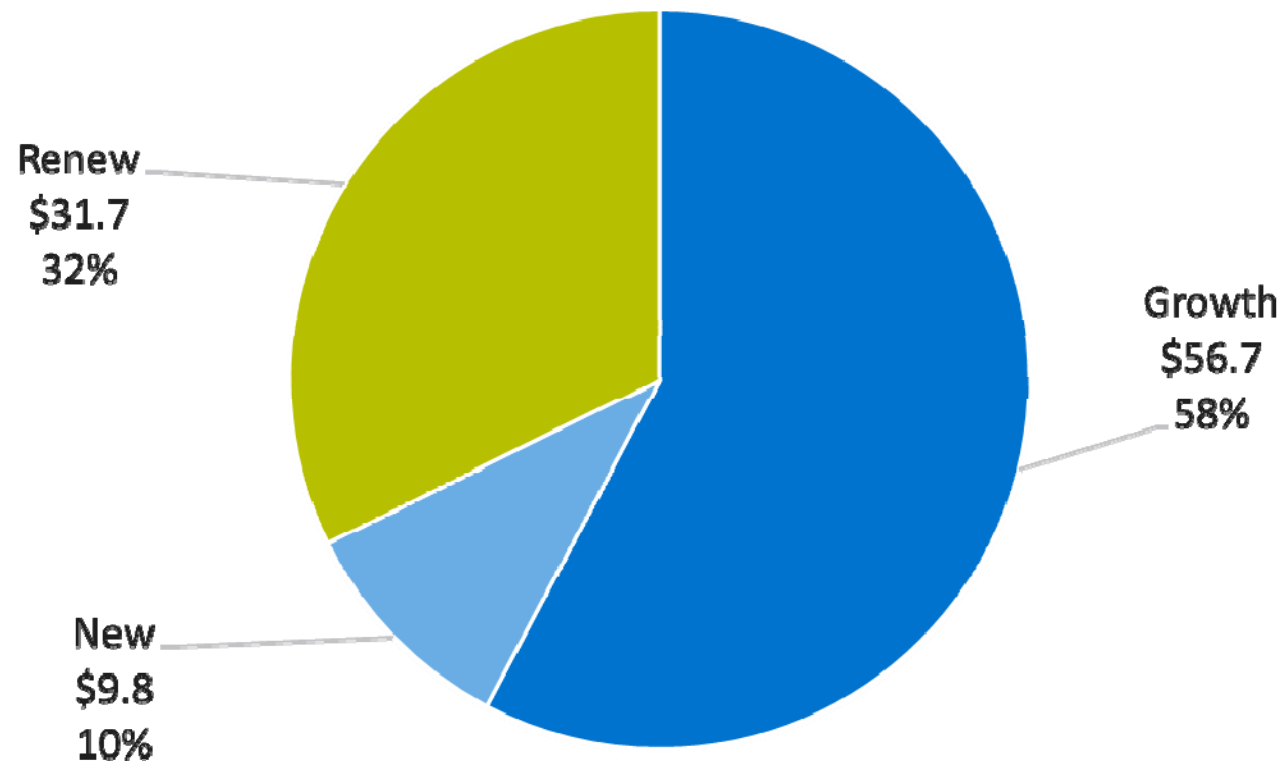
Capital budget comparison

Measures	2016	2017	2018	2019
Total projects (P1)	106	103	123*	129*
Capital budget	\$45.0M	\$64.0M	\$59.5M	\$98.2M
Total taxation	\$12.0M	\$12.2M	\$12.2M	\$13.6M

Big projects	Roads Resurfacing, Ethel Street AT, Land Purchases, Asset Renewal	Parks, Street Lights Asset Renewal	Parks, Roads Resurfacing, Information Services, Asset Renewal	Parks, Roads Resurfacing, South Perimeter Rd, Asset Renewal
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** Includes Airport*

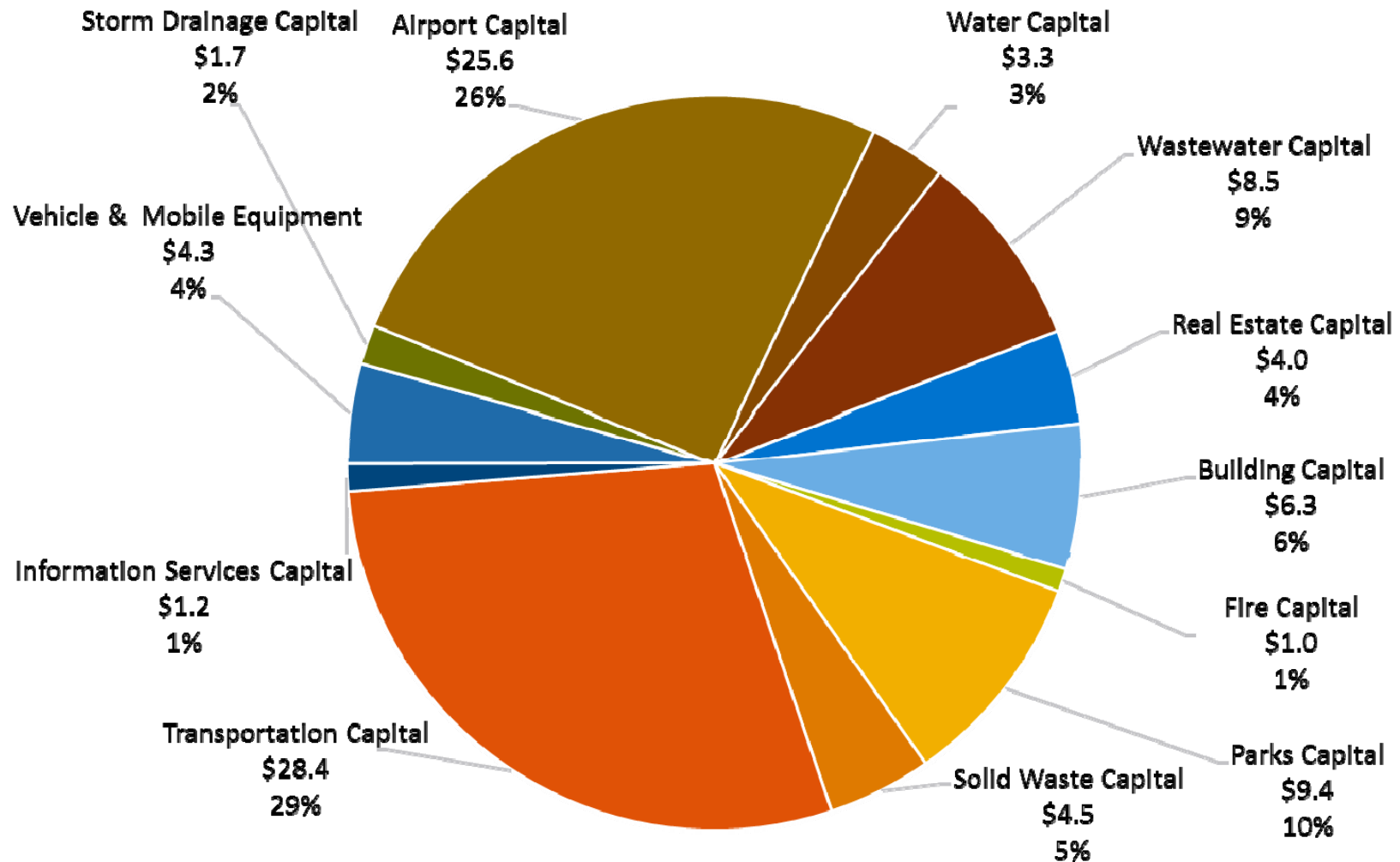
Infrastructure value by category \$98.2M (millions)



- New Capital - infrastructure required to support enhanced service levels,
- Growth Capital - infrastructure required to accommodate growth,
- Renewal Capital - infrastructure that replaces or renews existing assets.

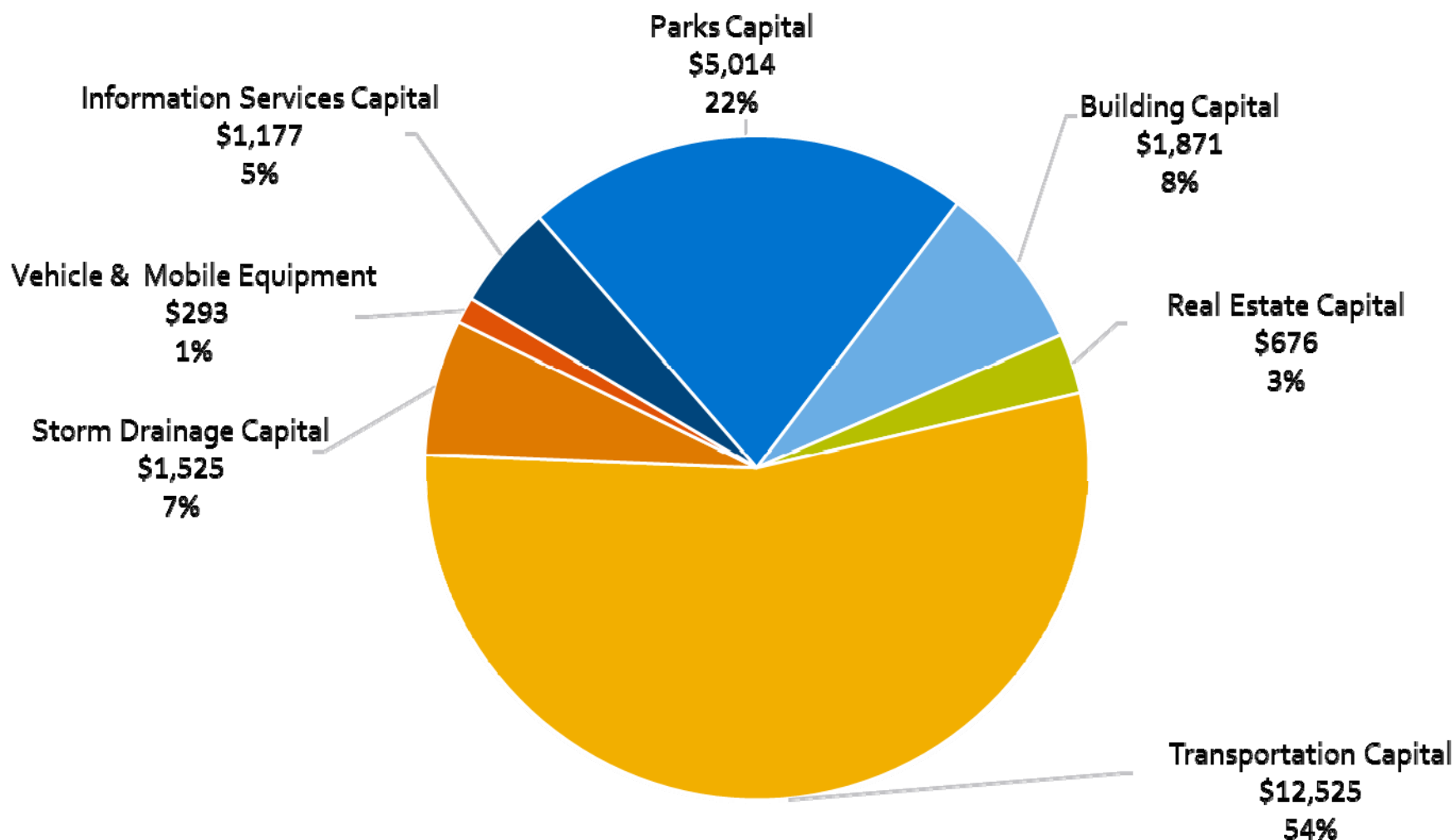
2019 Capital requests \$98.2M

(millions)



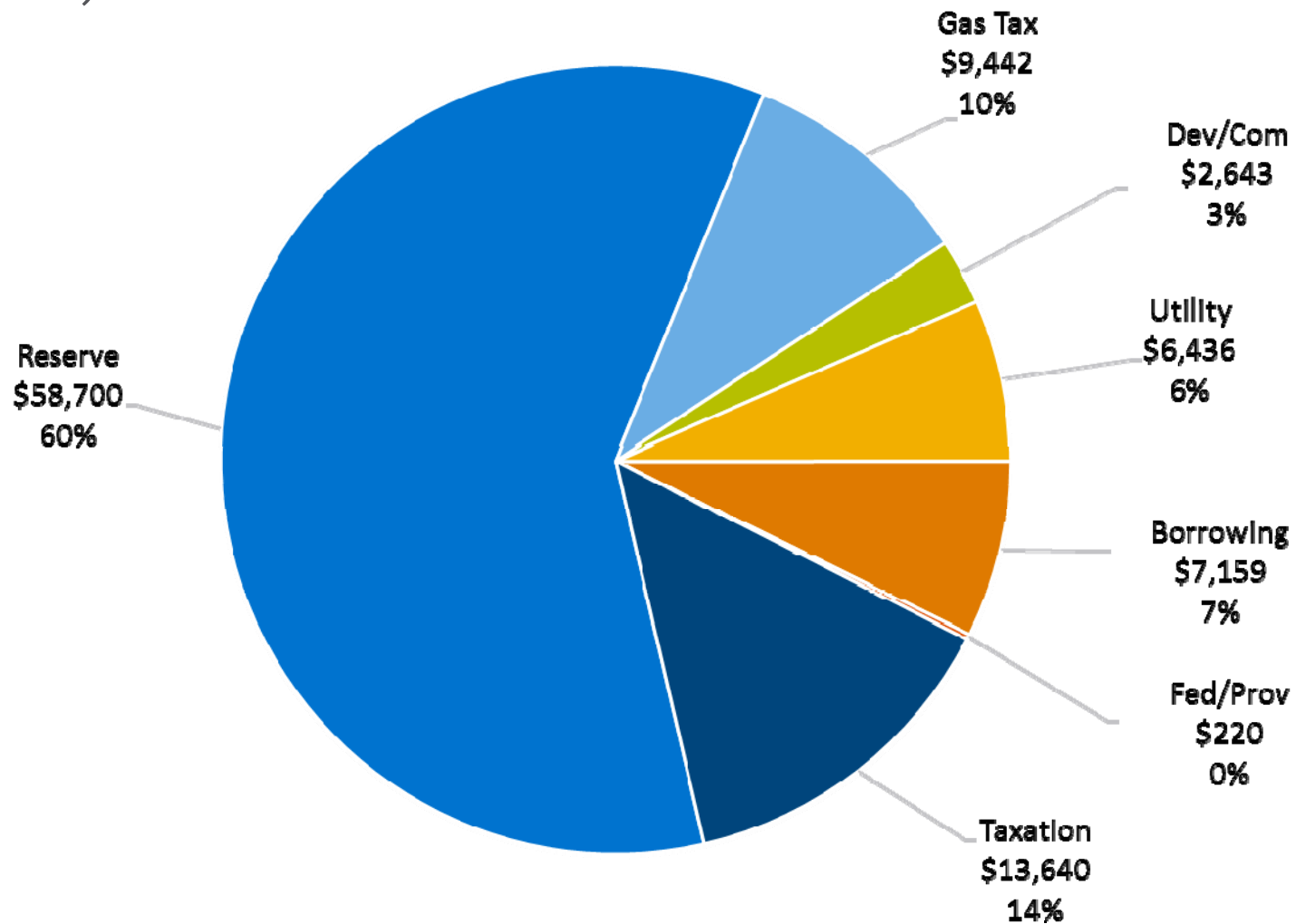
2019 Taxation and gas tax \$23.1M

(thousands)



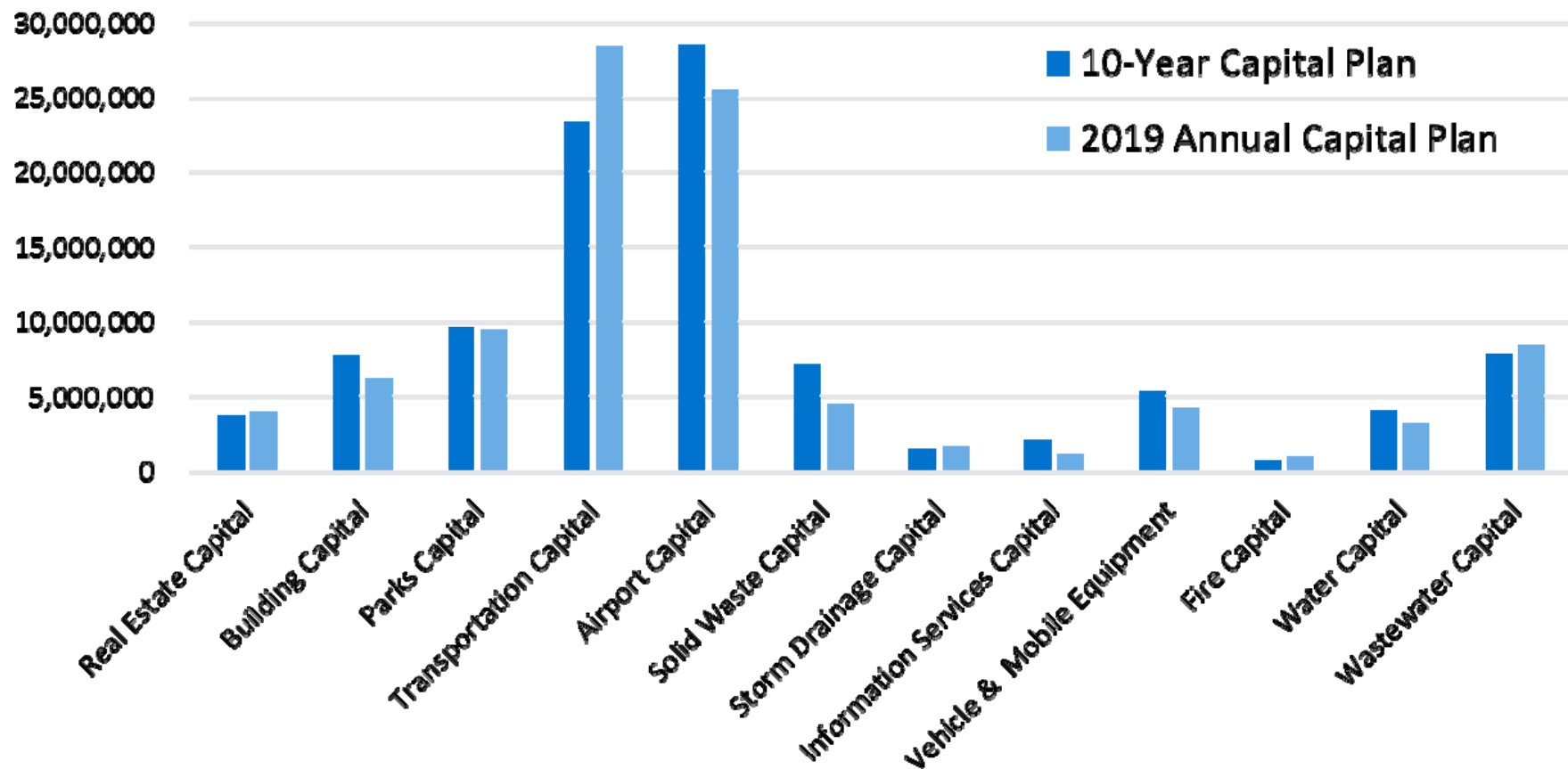
2019 Capital funding sources \$98.2M

(thousands)



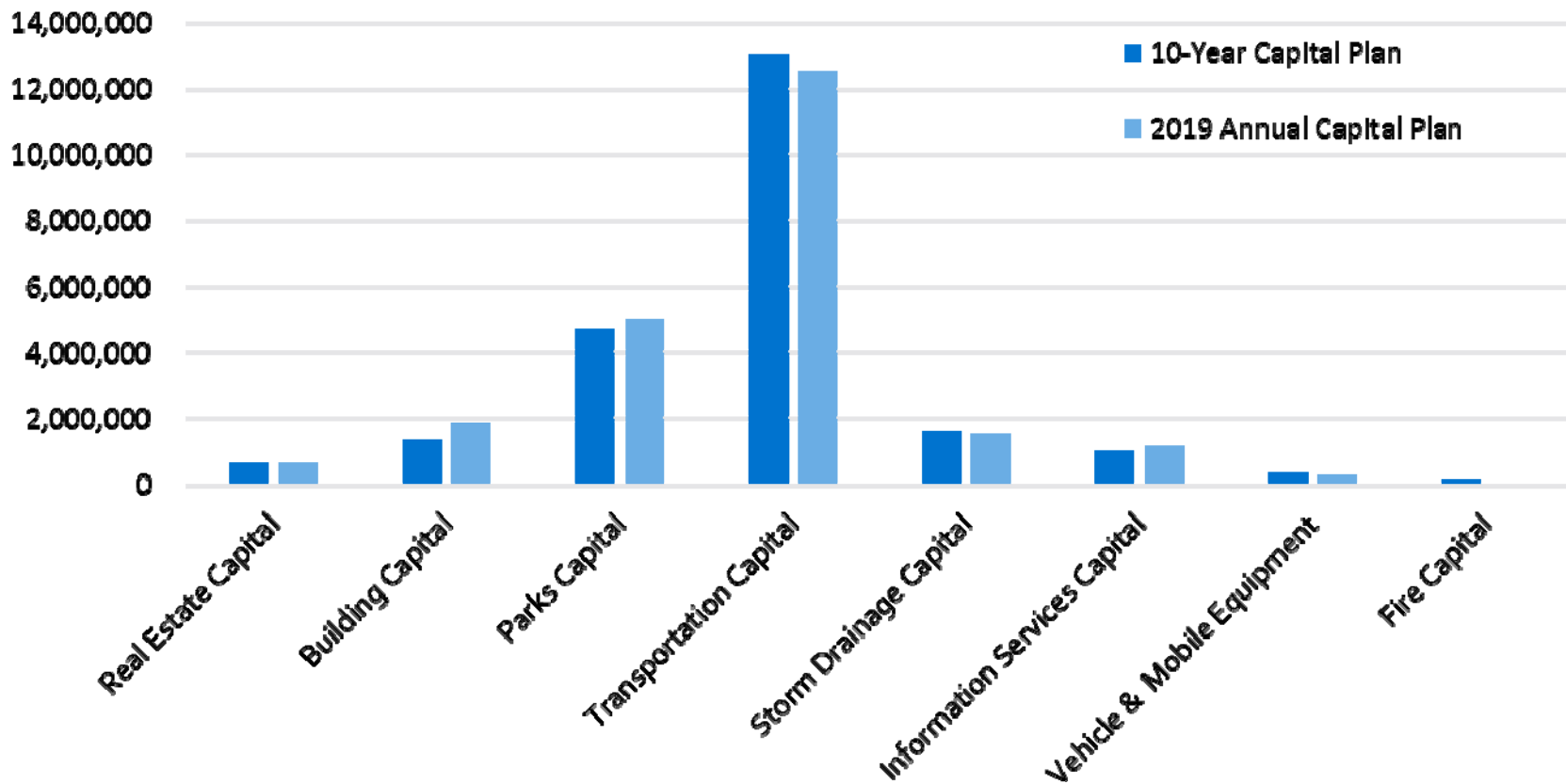
Infrastructure investment \$98.2M

10-Year Capital Plan vs. 2019 Annual Capital Plan



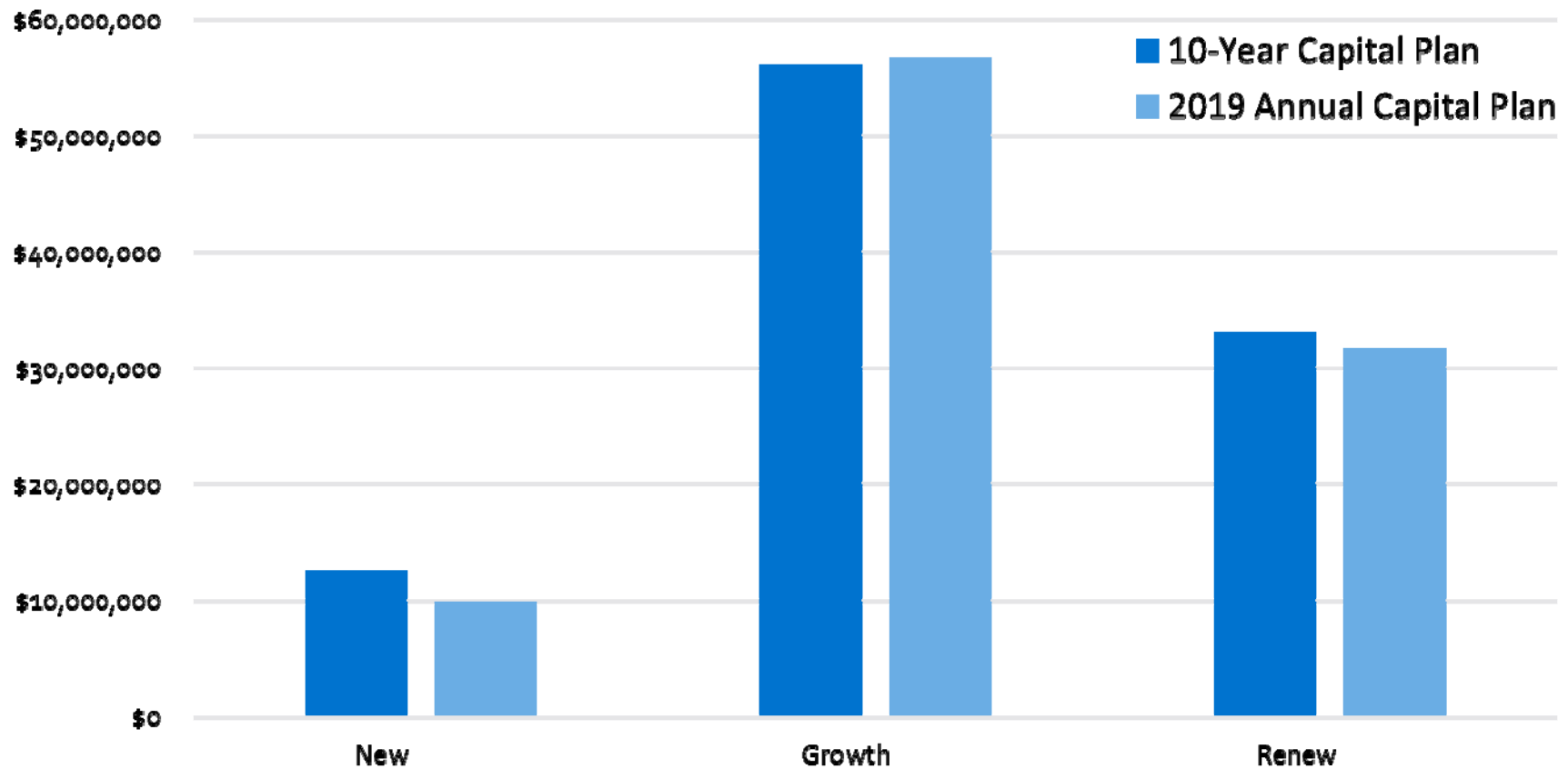
2019 Taxation and gas tax \$23.1M

10-Year Capital Plan vs. 2019 Annual Capital Plan



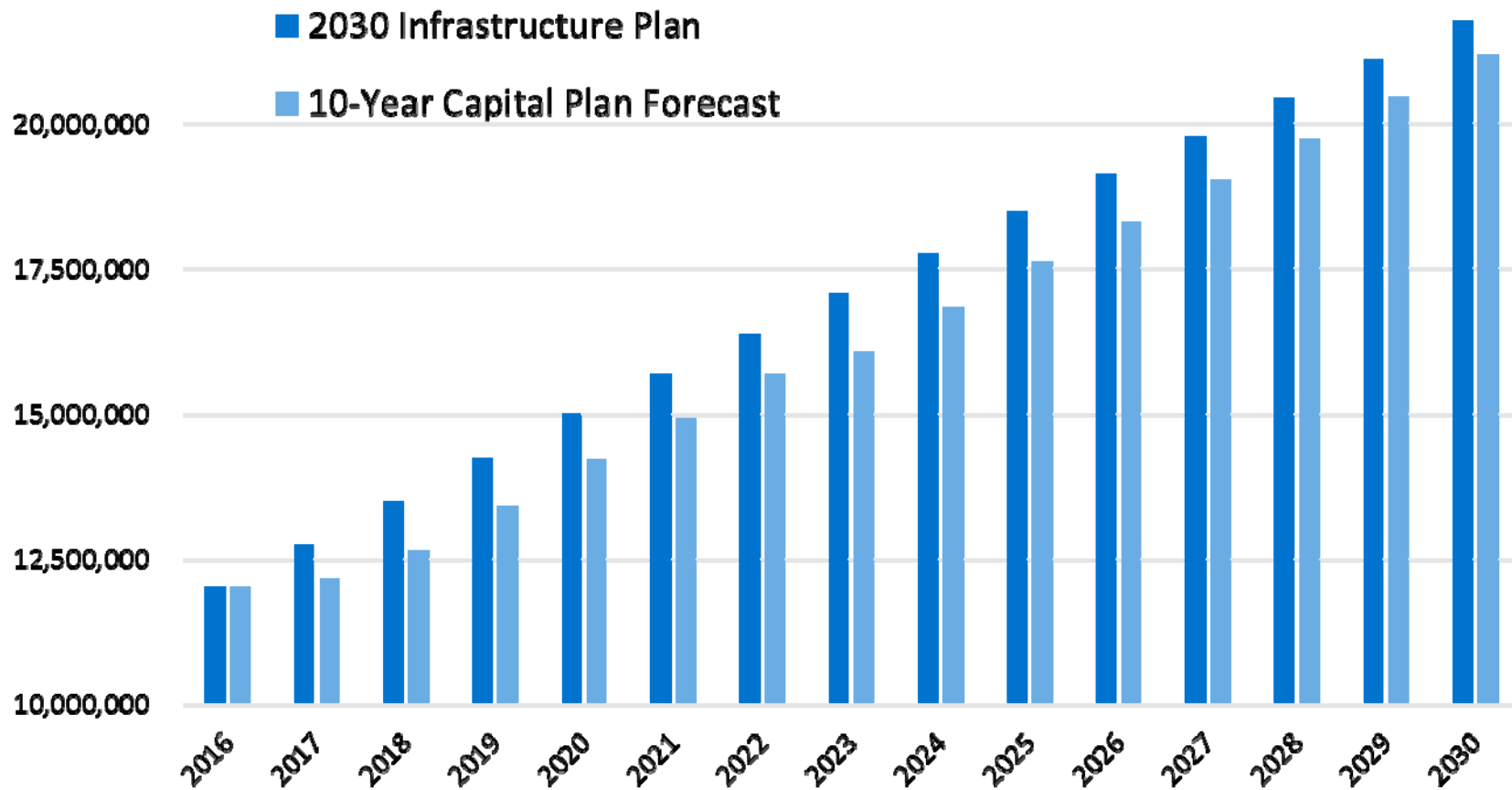
New/Growth/Renewal

10-Year Capital Plan vs. 2019 Annual Capital Plan



Taxation comparison

2030 Infrastructure Plan vs. 10-Year Capital Plan



Other municipal funds

- ▶ Water utility
- ▶ Wastewater utility
- ▶ Kelowna International Airport

Water utility

Revenue	\$15.3 M
Operating cost	\$11.4 M
Capital program	\$2.7 M
Planned surplus	\$1.2 M

▶ Improvement District Transition

Revenue	\$3.0 M
Operating cost	\$2.8 M
Planned surplus	\$188 k



Wastewater utility

Revenue	\$24.5 M
Operating cost	\$18.5 M
Capital program	\$3.3 M
Planned surplus	\$2.7 M



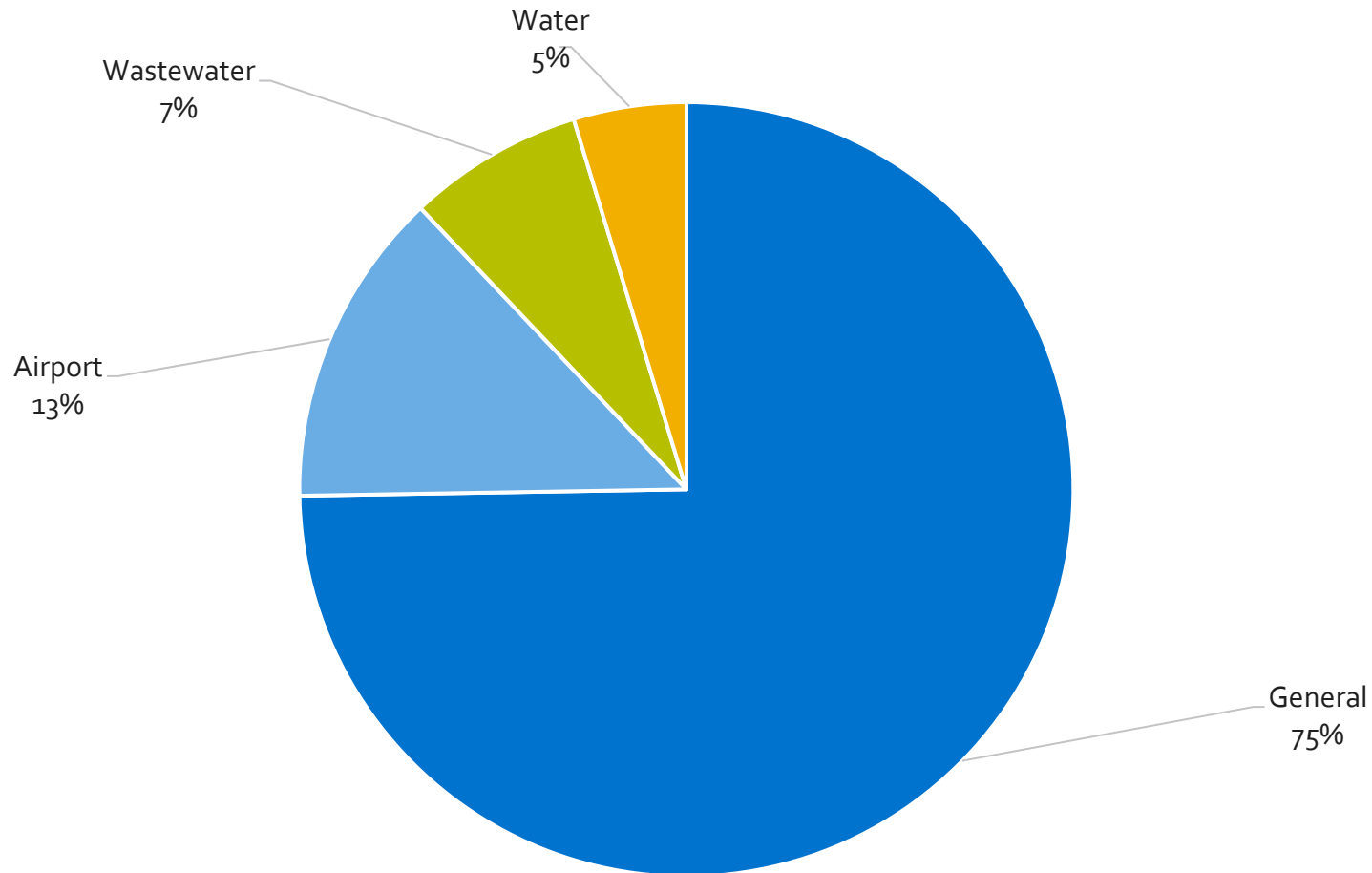
Airport

Revenue	\$37.7 M
Operating cost	\$20.4 M
Capital program	<u>\$9.4 M</u>
Reserve contribution	\$16.4M
Planned surplus	\$900k



Expenditures \$402.5M

(by fund)



Reserves & debt

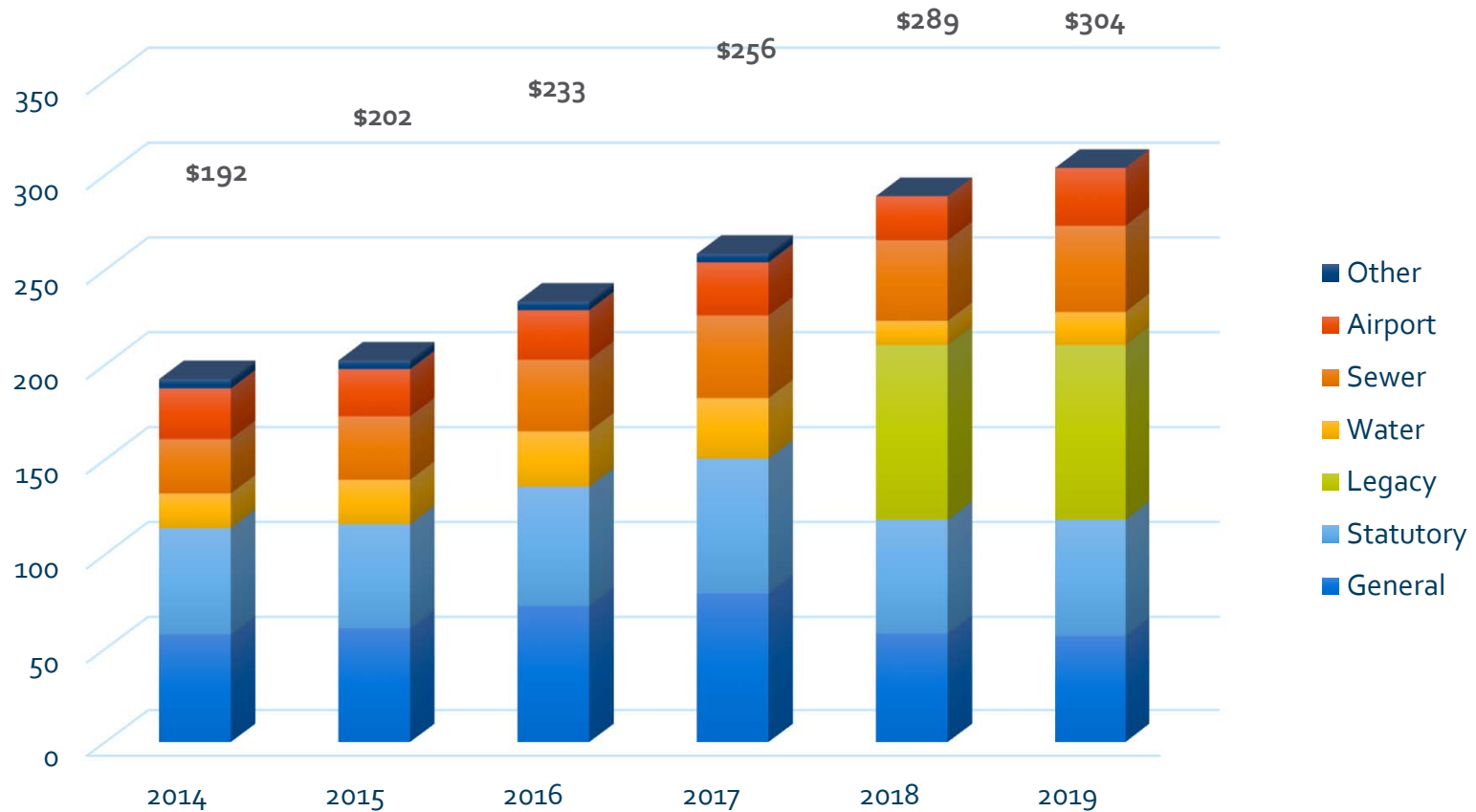


Legacy Reserves

- ▶ Fortis Inc. common shares
- ▶ FortisBC Energy Inc. termination payment
- ▶ Balance of Natural Gas Fund

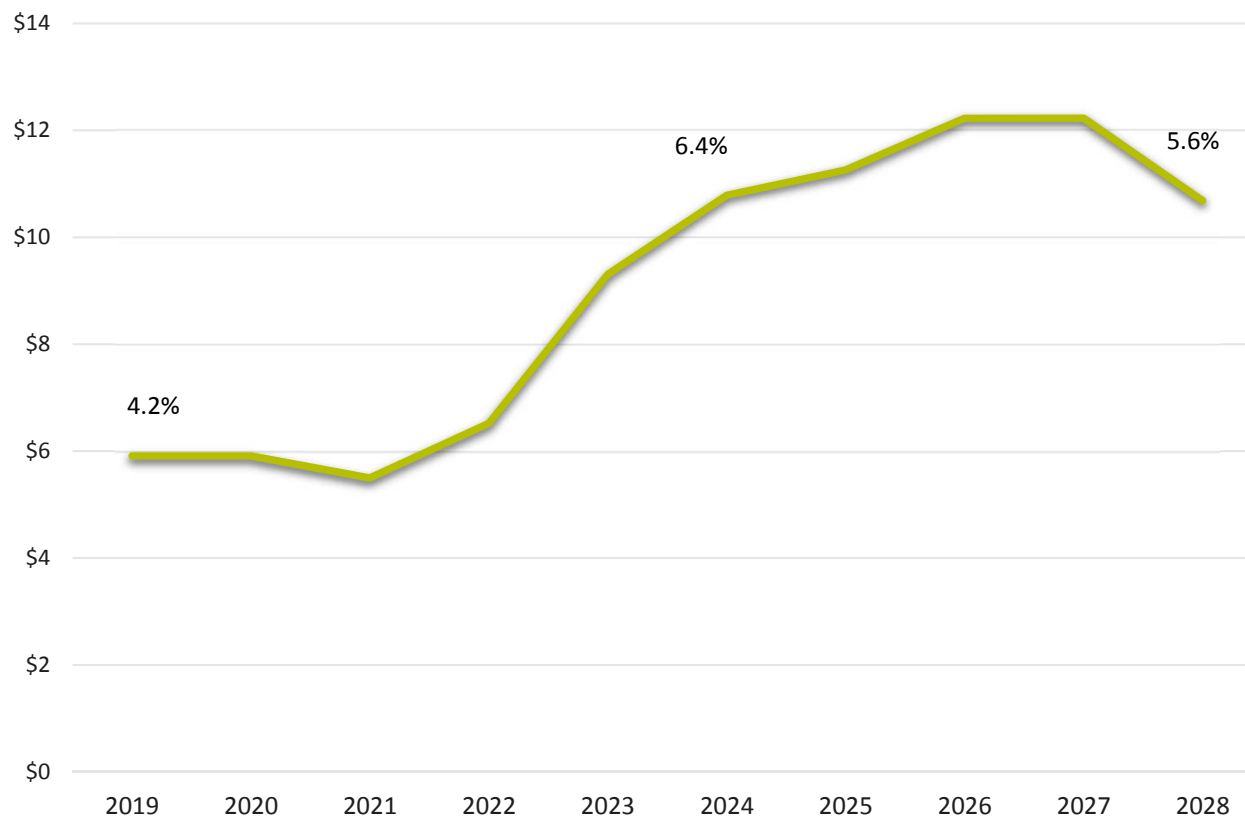
Reserve balances

(millions)



General fund debt

(millions)

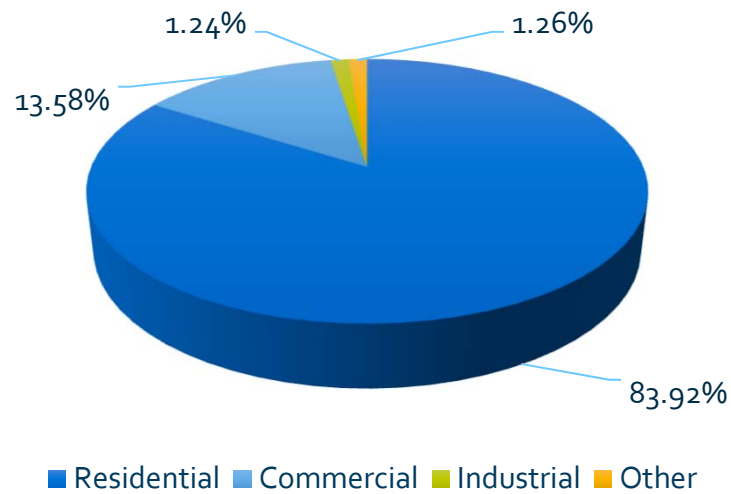


Assessment & taxation

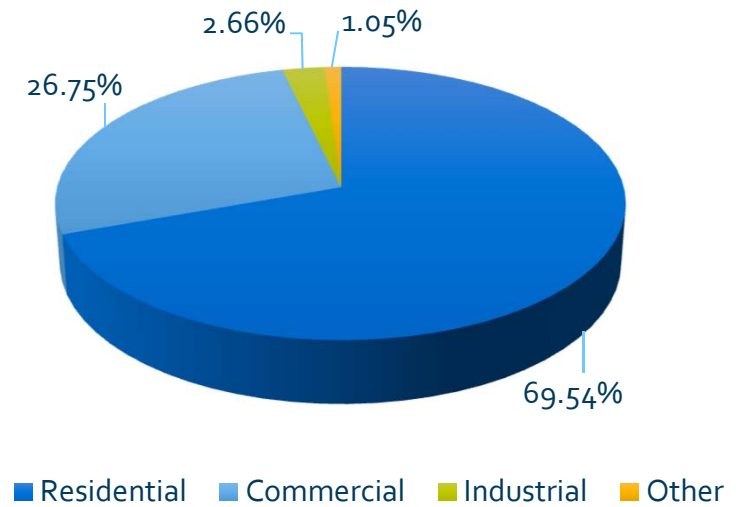
Assessment & taxation revenue



Revenue \$141.9M



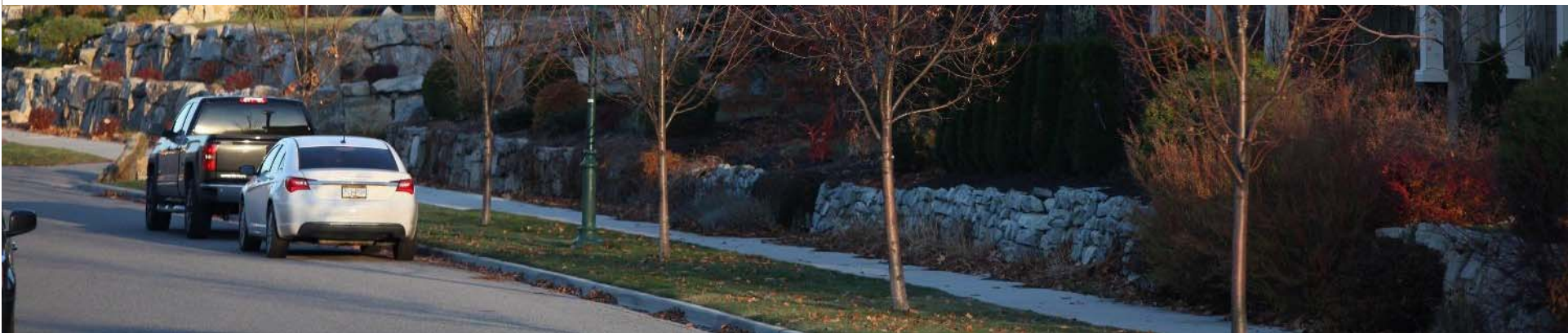
Assessment \$39.1B



Taxation impact

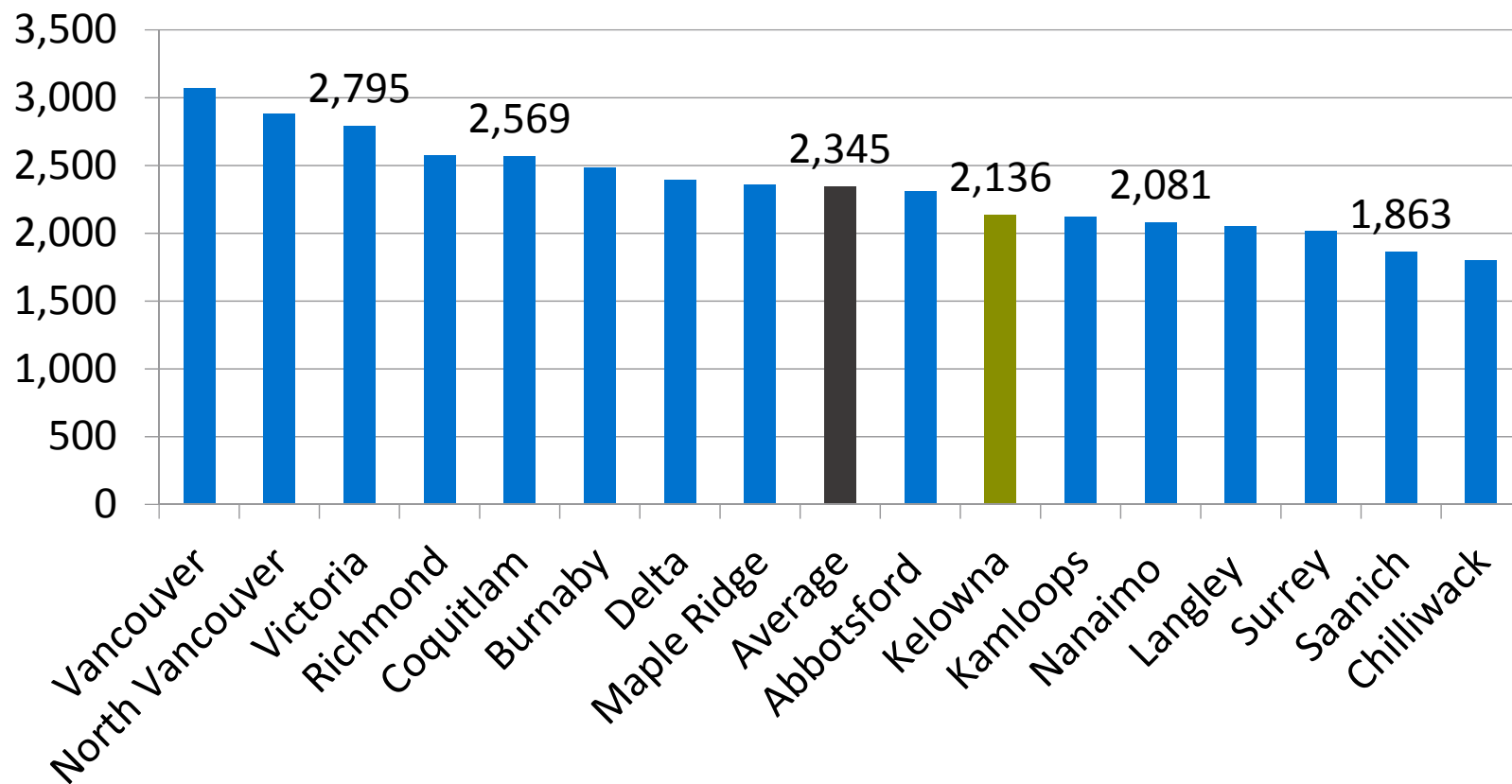


- ▶ Average Single Family Home assessed at \$682,260
- ▶ Municipal Tax estimated at \$2,078 for 2019
- ▶ Increase approximately:
 - ▶ Municipal \$48 year or \$4 month
 - ▶ Infrastructure Levy \$40 year or \$3 month



2018 Property tax information

(population > 75k)



2019 Financial Plan review
Dec. 13, 2018 @ 9 a.m.
Council Chambers

Report to Council



Date: December 10, 2018

File: 0610-50

To: Doug Gilchrist, City Manager

From: Shayne Dyrdal, Senior Airport Finance & Corporate Services Manager

Subject: Kelowna International Airport Soaring Beyond 2.5 Million Passengers Airport Improvement Fee Capital Program
Report Prepared by: Paul Crenson, Acting Airport Administration Manager

Recommendation:

THAT COUNCIL receive for information the report of the Senior Airport Finance and Corporate Services Manager dated December 10, 2018 with respect to Kelowna International Airport's Soaring Beyond 2.5 Million Passengers Airport Improvement Fee Capital Program;

AND THAT COUNCIL support Kelowna International Airport's Soaring Beyond 2.5 Million Passengers Airport Improvement Fee Capital Program;

AND FURTHER THAT Bylaw No. 11725 being Amendment No. 33 to the City of Kelowna Airport Fees Bylaw 7982 be advanced for reading consideration.

Purpose:

To obtain Council's support for Kelowna International Airport's Soaring Beyond 2.5 Million Passengers Airport Improvement Fee Capital Program and obtain Council's approval to increase the Airport Improvement Fee from \$15.00 per departing passenger to \$20.00 per departing passenger, effective April 1, 2019.

Background:

Kelowna International Airport's (the Airport's) passenger numbers have increased by 38% between the ten months ended October 31, 2013 and the same period in 2018. This increase in passenger numbers has resulted in operational capacity constraints throughout the Airport's infrastructure. In addition, some of the Airport's existing infrastructure is reaching the end of its lifecycle and requires rehabilitation or replacement. The Airport has developed a capital program to address these issues, which the Airport recommends be funded by the Airport Improvement Fee (AIF). This capital development program is referred to as the Soaring Beyond 2.5 Million Passengers AIF Program (the AIF

Program) and has been developed with significant consultation from the Airport's Airline Consultative Committee (ACC).

The AIF Program is anticipated to cost \$183 million, take approximately 10 years to complete, and consist of the following projects:

- Terminal Expansion
 - The proposed Terminal Expansion would consist of an expansion of the departures lounge (Phase 1), the addition of a bridge on Gate 2 (North Bridge), and the relocation of domestic arrivals to the south end of the terminal (Phase 2).
 - Phase 1 of the Terminal Expansion would result in: an expansion of the departures lounge to the south in order to increase operational capacity and provide additional food and beverage choices; the expansion of pre-board screening to allow for CATSA Plus equipment and a corresponding reduction in wait times; and elimination of the airside corridor for Gates 6, 7, 8 and 9 to help improve wayfinding and reduce walking distances. Construction of Phase 1 would take place between 2020 and 2022, and is anticipated to cost \$50.2 million.
 - The North Bridge would result in the addition of a fixed link and passenger loading bridge at Gate 2. This would significantly improve the ability to have domestic and international flights arriving simultaneously. Construction of the North Bridge would take place in 2021, and is anticipated to cost \$4.2 million.
 - Phase 2 of the Terminal Expansion would result in the relocation of domestic arrivals from the north end of the terminal building to the south end. This relocation would increase the operational capacity of both the domestic and international arrivals areas, including the baggage carousels and CBSA processing space, be the second step towards eliminating the airside corridor and improving wayfinding, and would further reduce walking distances. Construction of Phase 2 would take place between 2024 and 2025, and is anticipated to cost \$33.4 million.
- Runway End Safety Area
 - The proposed Runway End Safety Area project would satisfy an anticipated future Transport Canada regulation that would require the Airport to have a 150-meter safety area at each end of the runway. The construction of this project would take place between 2020 and 2021, and the project is anticipated to cost \$7.8 million.
- Self-Serve Baggage Drop
 - Self-serve baggage drop equipment will facilitate increased automation in passenger processing by allowing passengers to drop off their own bags onto the baggage belts, rather than having it processed through an airline customer service agent. The proposed Self-Serve Baggage Drop project would see the addition of three double-sided, self-serve baggage drop units. Construction of this equipment would take place between 2021 and 2023, and is anticipated to cost \$1.6 million.
- Loading Bridges
 - The proposed Loading Bridge project would result in the rehabilitation of three existing passenger loading bridges (Gates 6, 7 and 9), the rehabilitation of the passenger loading bridge currently on Gate 8 and the relocation of it to Gate 3, and the construction of a new passenger loading bridge on Gate 8. The rehabilitation would be taking place at the end of the existing infrastructure's life cycle. The passenger loading bridge

currently at Gate 8 will not be able to continue to operate at Gate 8 due to the proposed Terminal Expansion; however, this passenger loading bridge could operate at Gate 3, which is why it is recommended that it be moved to Gate 3 and a new passenger loading bridge put on Gate 8. The rehabilitation of the passenger loading bridges on Gates 6, 7 and 9 would take place in 2022, and the rehabilitation and construction of the new passenger loading bridge at Gates 3 and 8, respectively, would take place in 2028. This project is anticipated to cost \$3.0 million.

- Apron Expansion
 - The proposed Apron Expansion project would result in the expansion of the main commercial Apron to the south, creating three new operations stands to accommodate an anticipated increase in aircraft gate requirements. Gate 11 would be constructed in 2022, and Gates 12 and 13 would be constructed in 2025. The Apron Expansion project is anticipated to cost \$16.6 million.
- Combined Operations Building
 - The proposed Combined Operations Building project would consist of a new Airport Operations Centre, and a vehicle storage and maintenance facility. These facilities would accommodate the anticipated growth in the fleet plan, as well as provide more efficient and effective facilities for the Airport Operations Specialist Fire Fighting team. The construction of this project would take place between 2022 and 2024, and the project is anticipated to cost \$10.4 million.
- Common Use Terminal Equipment (CUTE)/Common Use Self-Serve (CUSS)
 - The proposed CUTE/CUSS project would see the replacement of the existing CUTE/CUSS infrastructure in 2022, when the existing infrastructure is anticipated to be at the end of its lifecycle. This project is anticipated to cost \$2.8 million.
- Airside Pavement Rehabilitation
 - The proposed Airside Pavement Rehabilitation project would consist of the lifecycle rehabilitation for the Airport's runway, taxiways, and aprons. Construction would take place between 2019 and 2029, and is anticipated to cost \$41.8 million.
- Airside Equipment
 - Airside equipment includes, but is not limited to, firefighting equipment and snow clearing equipment. The proposed Airside Equipment project would see the purchase of Airside equipment to replace existing equipment at the end of its lifecycle, or expand the fleet of equipment based on anticipated growth. These purchases would take place between 2019 and 2029, and are anticipated to cost \$11.2 million.

In order to help fund the AIF Program, the Airport is recommending an increase to the AIF from \$15.00 per departing passenger to \$20.00 per departing passenger, effective April 1, 2019. The Airport anticipates that a second increase to the AIF will be recommended for 2020, and that the Airport will need to take out additional debt during the course of the AIF Program.

The AIF Program is supported by the ACC and, in November 2018, the ACC endorsed the first phase of the AIF Program, which is proposed to commence in 2019.

On October 5, 2018, the Airport Advisory Committee supported, in principle, the AIF Program and to obtain approval from Council for an amendment to the Airport Fees and Charges Bylaw No. 7982 to increase the Airport Improvement Fee in 2019.

Internal Circulation:

Jackie Dueck, Controller
Jodie Foster, Community Communications Manager

Considerations not applicable to this report:
Financial/Budgetary Considerations: N/A
Legal/Statutory Authority: N/A
Legal/Statutory Procedural Requirements: N/A
Existing Policy: N/A
Personnel Implications: N/A
External Agency/Public Comments: N/A
Communications Comments: N/A
Alternate Recommendation: N/A

Submitted by:

S. Dyrdal, Senior Airport Finance & Corporate Services Manager

Approved for inclusion:



Doug Gilchrist, City Manager
Sam Samaddar, Airport Director

cc: Genelle Davidson, Divisional Director, Financial Services
Stephen Fleming, City Clerk



YLW

Kelowna International Airport

Council Report Soaring Beyond 2.5 Million Passengers AIF Program

December 10, 2018

Agenda

- ▶ Background
- ▶ Soaring Beyond 2.5 Million Passengers AIF Program



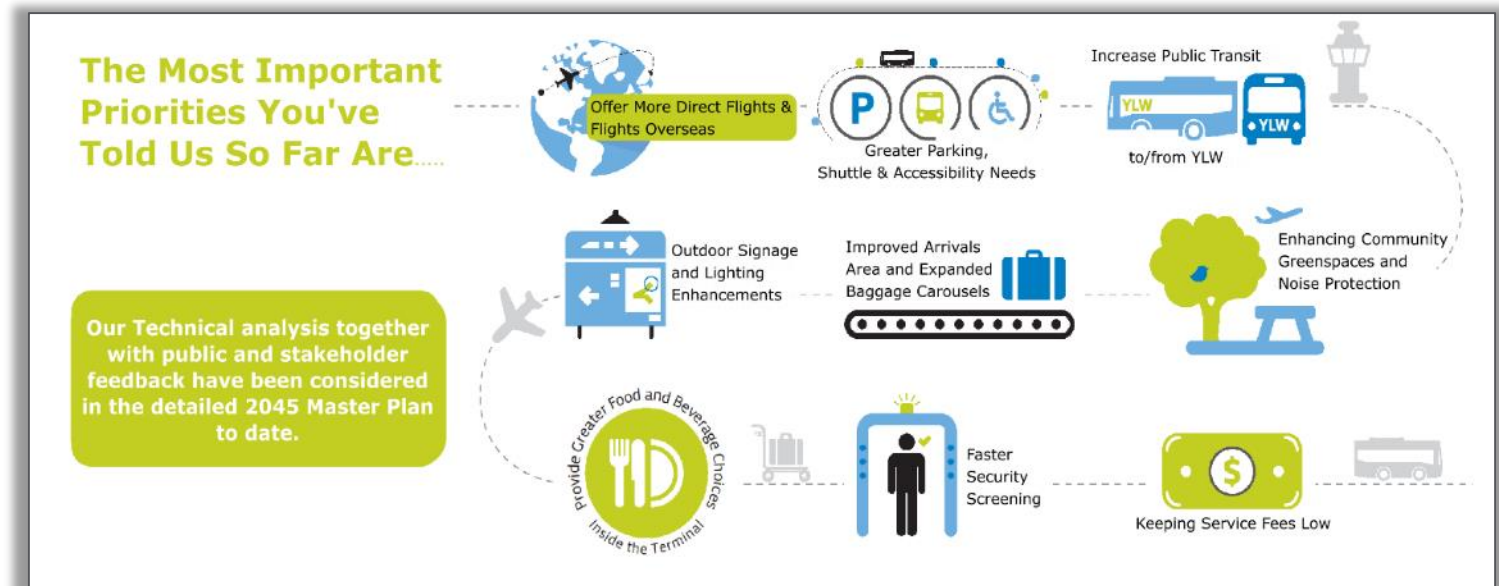
YLW

Kelowna International Airport

Background

Background

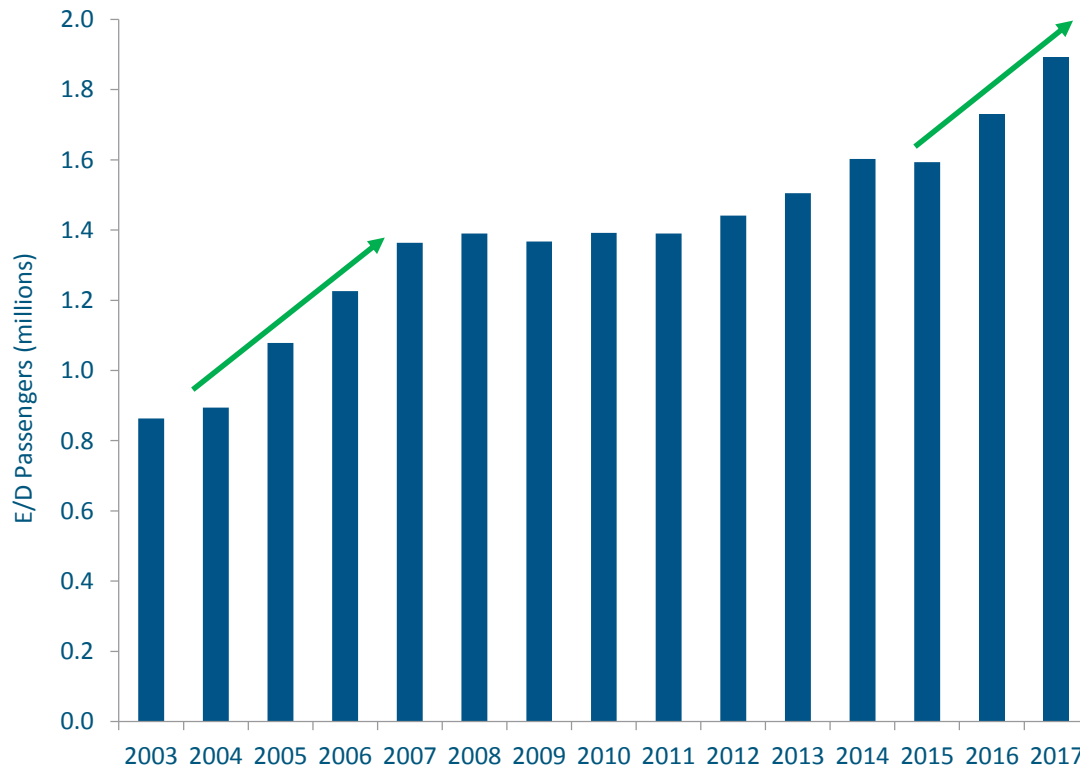
- ▶ 2045 Master Plan
 - ▶ Approved by Council in 2016
 - ▶ Priorities



Background

▶ Passenger Traffic

▶ 2018 – exceed 2 million passengers



38% growth 2013 - 2018

Background

- ▶ Current Infrastructure
 - ▶ Reaching operational capacity
 - ▶ Significant rehabilitation required

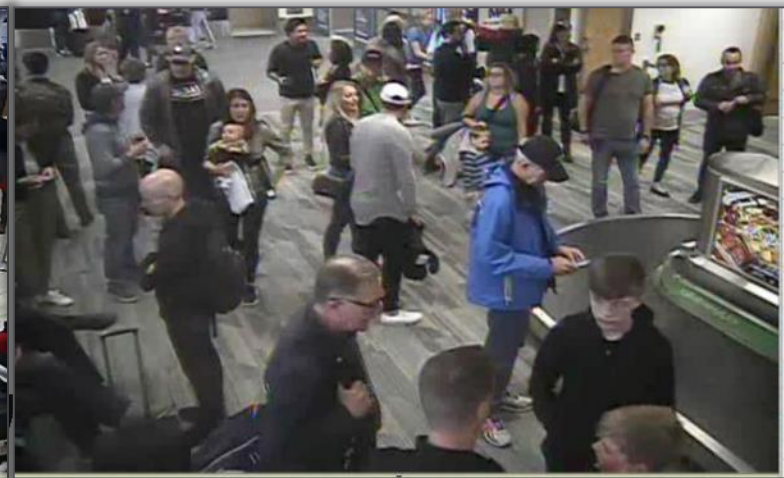
Departures



Pre-board screening



Arrivals





YLW

Kelowna International Airport

Soaring Beyond 2.5 Million Passengers AIF Program

Soaring Beyond 2.5 Million Passengers

- ▶ Presented to the AAC
 - ▶ AAC in support of Soaring Beyond 2.5 Million Passengers AIF Program
- ▶ Consultation with the ACC
 - ▶ ACC has endorsed the first phase of Soaring Beyond 2.5 Million Passengers

Project	Cost (Millions)	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029
Terminal Expansion - Phase 1	50.2	Design	Construction	Construction	Construction							
Runway End Safety Area	7.8	Design	Construction	Construction								
Terminal Expansion - North Bridge	4.2		Design	Construction								
Self-Serve Baggage Drop	1.6		Design	Construction	Construction	Construction						
Loading Bridges	3.0			Design	Construction					Design	Construction	
Apron Expansion	16.6			Design	Construction	Construction	Construction	Construction				
Combined Operations Building	10.4			Design	Construction	Construction	Construction					
CUTE/CUSS	2.8			Design	Construction							
Terminal Expansion - Phase 2	33.4					Design	Construction	Construction				
Airside Pavement Rehabilitation	41.8	Construction	Construction	Construction	Construction	Construction	Construction	Construction	Construction	Construction	Construction	Construction
Airside Equipment	11.2	Construction	Construction	Construction	Construction	Construction	Construction	Construction	Construction	Construction	Construction	Construction
Total	183.0											

Legend
 Design
 Construction

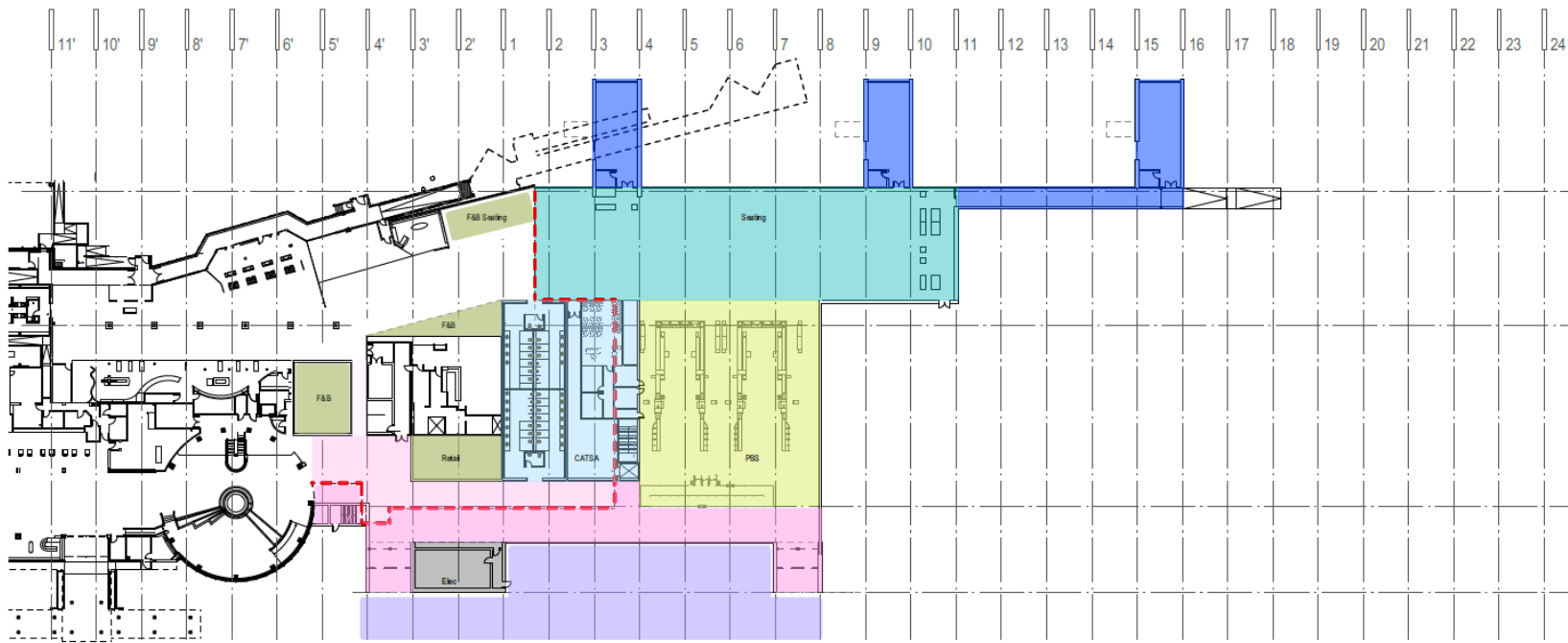
Development

- ▶ Terminal Expansion – Phase 1 (\$50.2 million)
 - ▶ 2020 – commencement of construction
 - ▶ 2022 – completion of construction
 - ▶ Issues being addressed
 - ▶ Departures lounge – increase operational capacity
 - ▶ Pre-board screening – reduction in wait times
 - ▶ Way finding - first step in elimination of airside corridor
 - ▶ Walking distances – first step in reduction
 - ▶ Food and beverage – greater selection

Soaring Beyond 2.5 Million Passengers

► Terminal Expansion – Phase 1 (\$50.2 million)

01 ATB - PHASE 1 Main Floor Plan - South End



Holdroom Addition - 1,250 sm



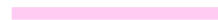
PBS Addition - 965 sm



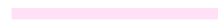
Fixed Links - 540 sm



Landside Concourse Addition - 590sm



Landside Concourse Renovation - 310 sm



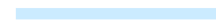
Canopy Addition



F&B - 335 sm



Support & Storage - 650 sm



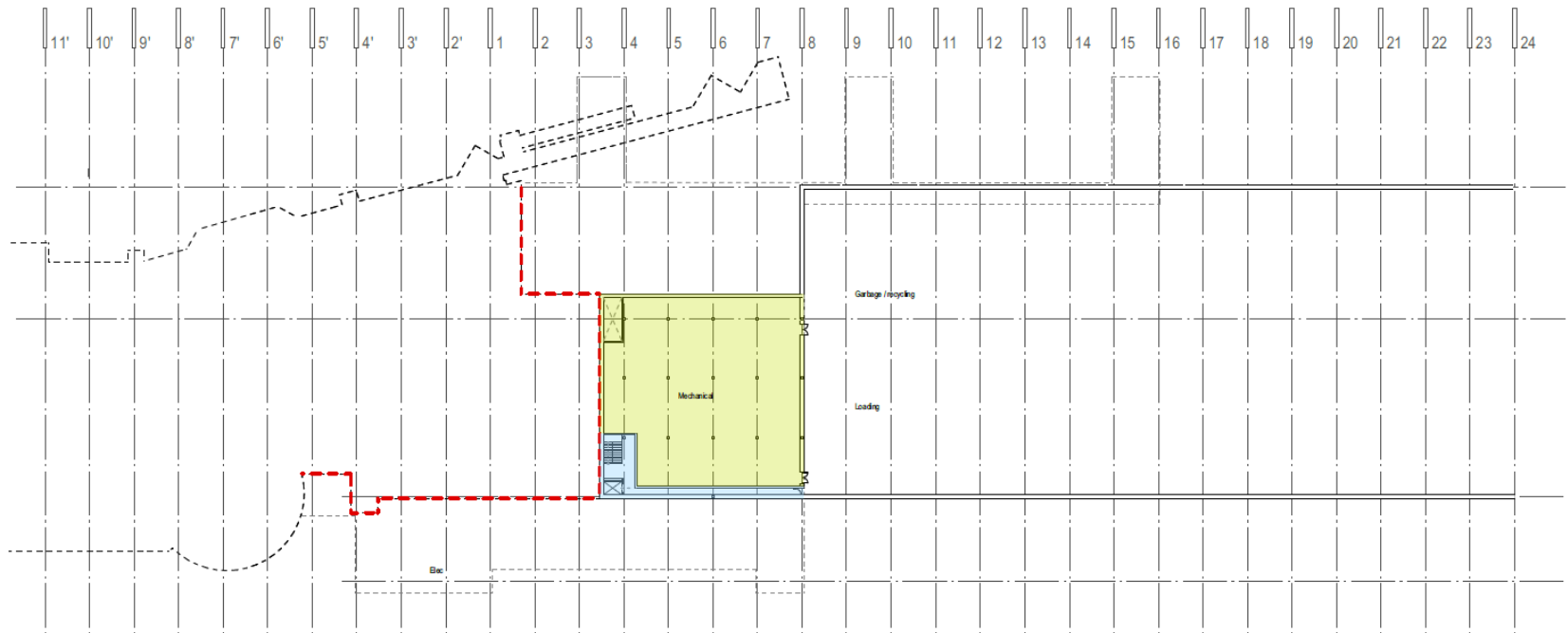
Mech/Elec I.T. - 120 sm



Soaring Beyond 2.5 Million Passengers

- ▶ Terminal Expansion – Phase 1 (\$50.2 million)

01 ATB - PHASE 1 Lower Floor Plan - South End



Support & Circulation - 125 sm

Mechanical - 1000 sm

Soaring Beyond 2.5 Million Passengers

- ▶ Terminal Expansion – Phase 1 (\$50.2 million)



Soaring Beyond 2.5 Million Passengers

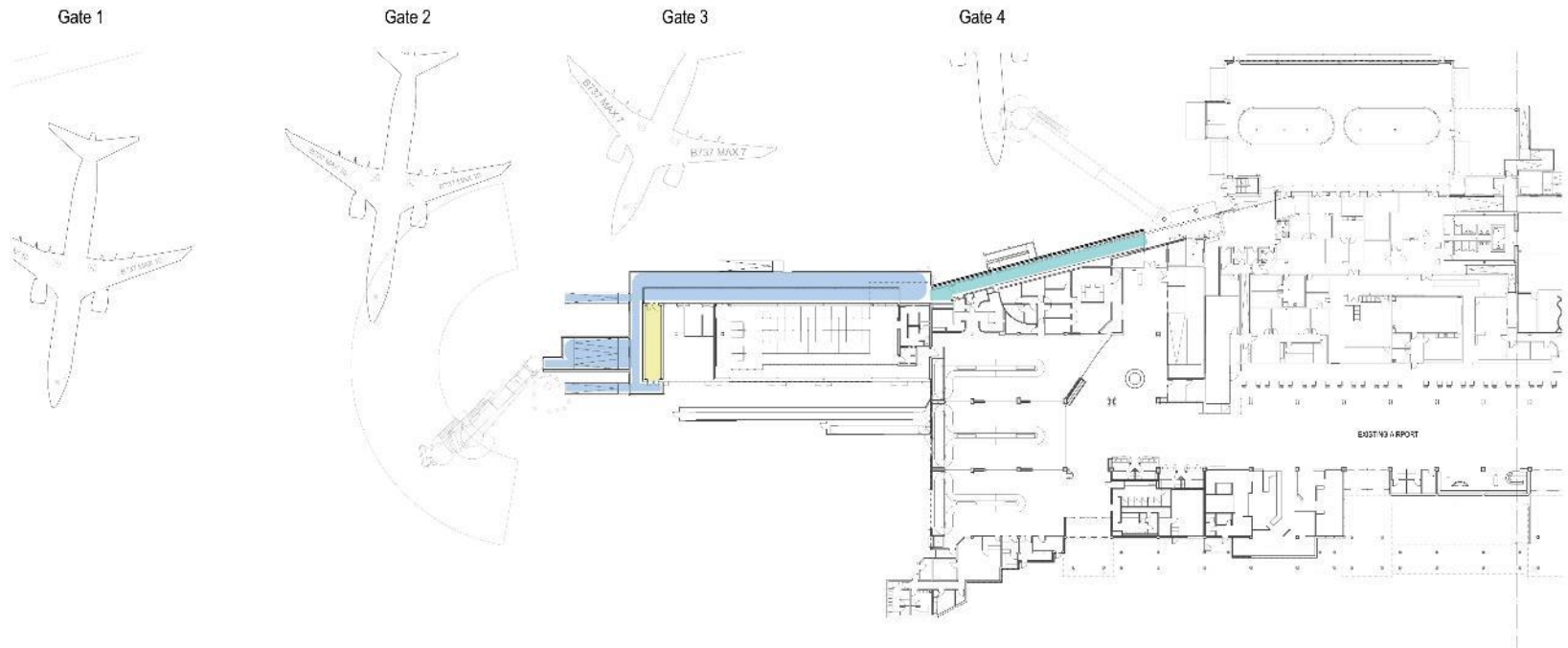
- ▶ Terminal Expansion – North Bridge (\$4.2 million)
 - ▶ 2021 – commencement and completion of construction
 - ▶ Issues being addressed
 - ▶ Simultaneous domestic and international arrivals - mitigation of operational constraints

Soaring Beyond 2.5 Million Passengers

► Terminal Expansion – North Bridge (\$4.2 million)

01 ATB - PHASE NORTH Main Floor Plan - North End

DRAFT



Airside Corridor Renovation - 118 sm

PIL Renovation - 38 sm

Circulation Corridors - 380 sm

Total New Construction Area: 380 sm

Total Renovation Area: 156 sm

Line of Existing Building



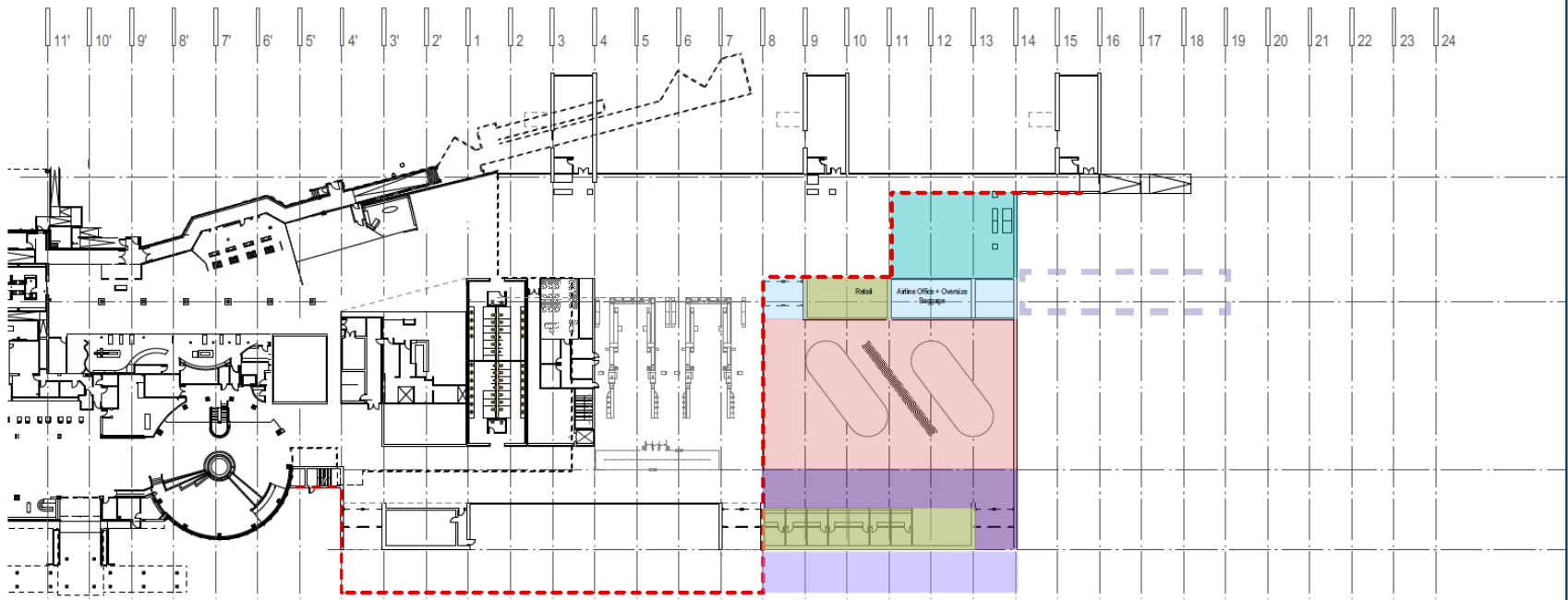
Soaring Beyond 2.5 Million Passengers

- ▶ Terminal Expansion – Phase 2 (\$33.4 million)
 - ▶ 2024 – commencement of construction
 - ▶ 2025 – completion of construction
 - ▶ Issues being addressed
 - ▶ Arrivals and baggage carousels – increase in operational capacity
 - ▶ Improved way finding – second step in elimination of airside corridor
 - ▶ Walking distances - second step in reduction

Soaring Beyond 2.5 Million Passengers

► Terminal Expansion – Phase 2 (\$33.4 million)

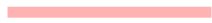
01 ATB - PHASE 2 Main Floor Plan - South End



Holdroom Addition - 320 sm



Domestic Baggage - 1150 sm



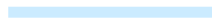
Canopy Addition



Arrivals Meet & Greet - 360 sm



Support & Storage - 215 sm



Concession - 365 sm



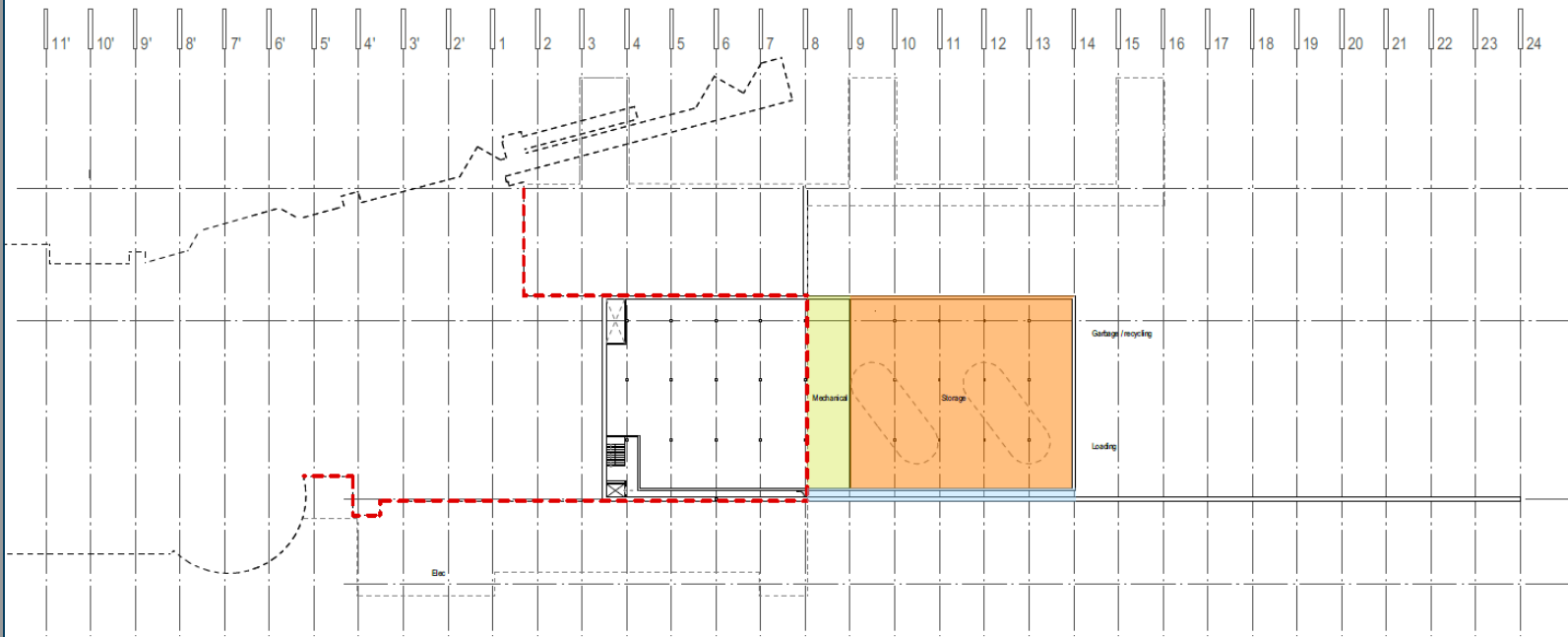
Additional Airside Canopy for In-bound Baggage Induction Belts - 260 sm



Soaring Beyond 2.5 Million Passengers

► Terminal Expansion – Phase 2 (\$33.4 million)

01 ATB - PHASE 2 Lower Floor Plan - South End



Support & Circulation - 90 sm

Mechanical - 225 sm

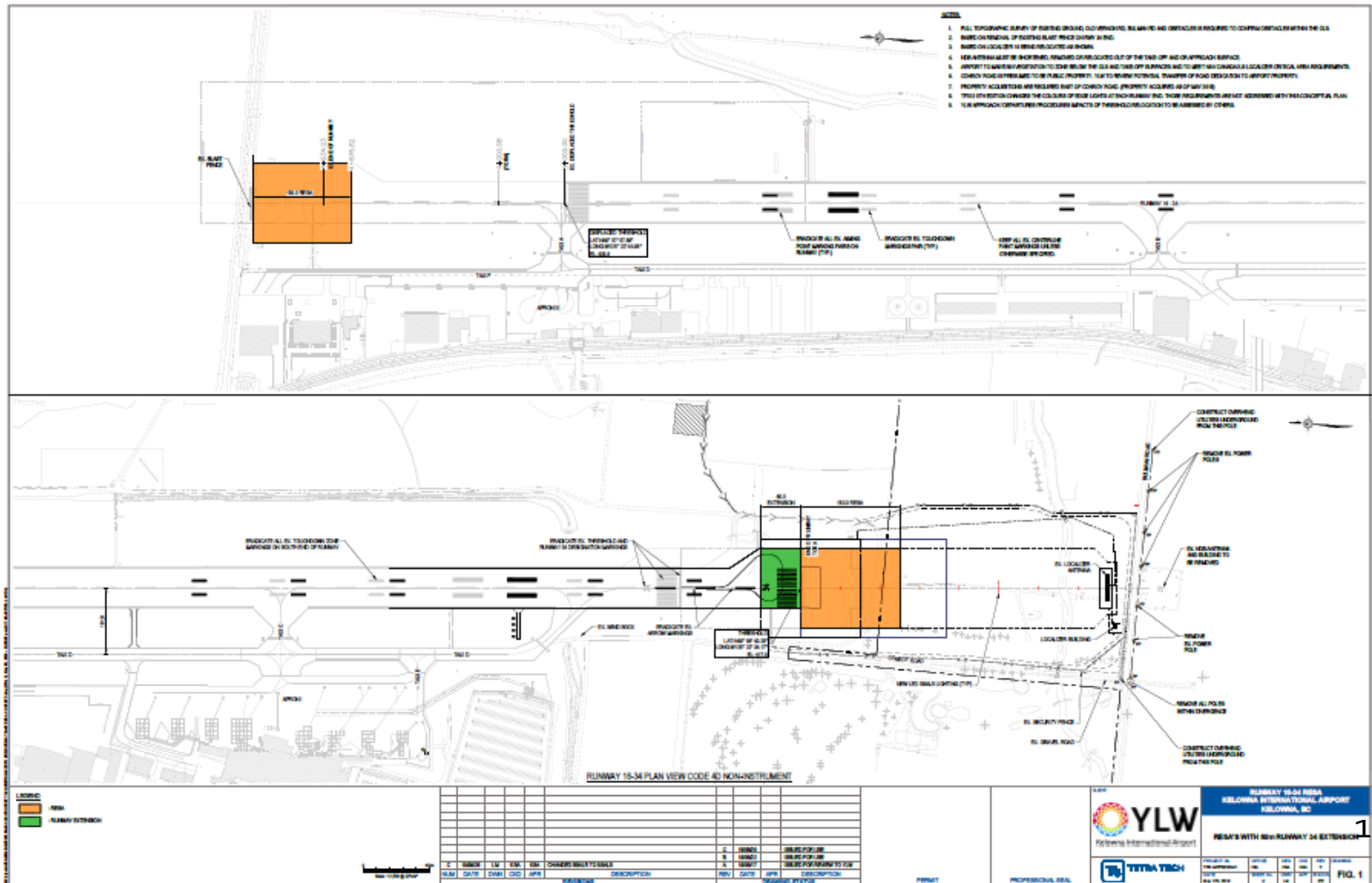
Storage - 1150 sm



Soaring Beyond 2.5 Million Passengers

▶ Runway End Safety Area (\$7.8 million)

- ▶ Construction: 2020-2021
- ▶ Regulatory requirement



Soaring Beyond 2.5 Million Passengers

- ▶ Self-serve Baggage Drop (\$1.6 million)
 - ▶ Construction: 2021 – 2023
 - ▶ Issues being addressed
 - ▶ Improved customer service



Soaring Beyond 2.5 Million Passengers

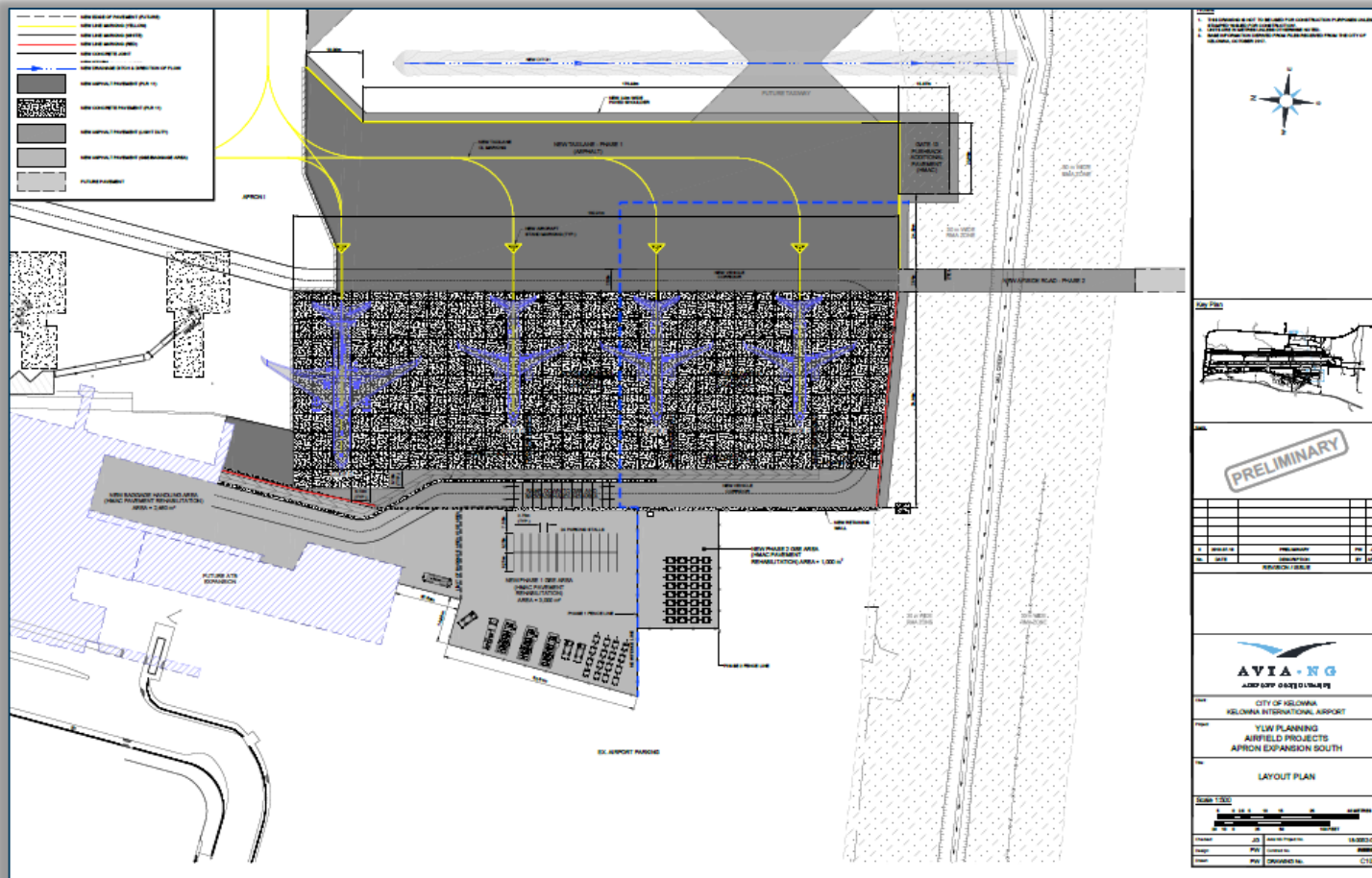
- ▶ Loading Bridges (\$3.0 million)
 - ▶ Rehabilitation – 2022
 - ▶ New bridge – 2028
 - ▶ Issue being addressed – lifecycle replacement

Bridge	Rehabilitate and/or Relocate Existing	Construct New
Gate 3	X	
Gate 6	X	
Gate 7	X	
Gate 8		X
Gate 9	X	



Soaring Beyond 2.5 Million Passengers

- ▶ Apron Expansion (\$16.6 million)
 - ▶ Construction: Gate 11 – 2022, Gates 12 and 13 – 2025
 - ▶ Issue being addressed: Increase air service

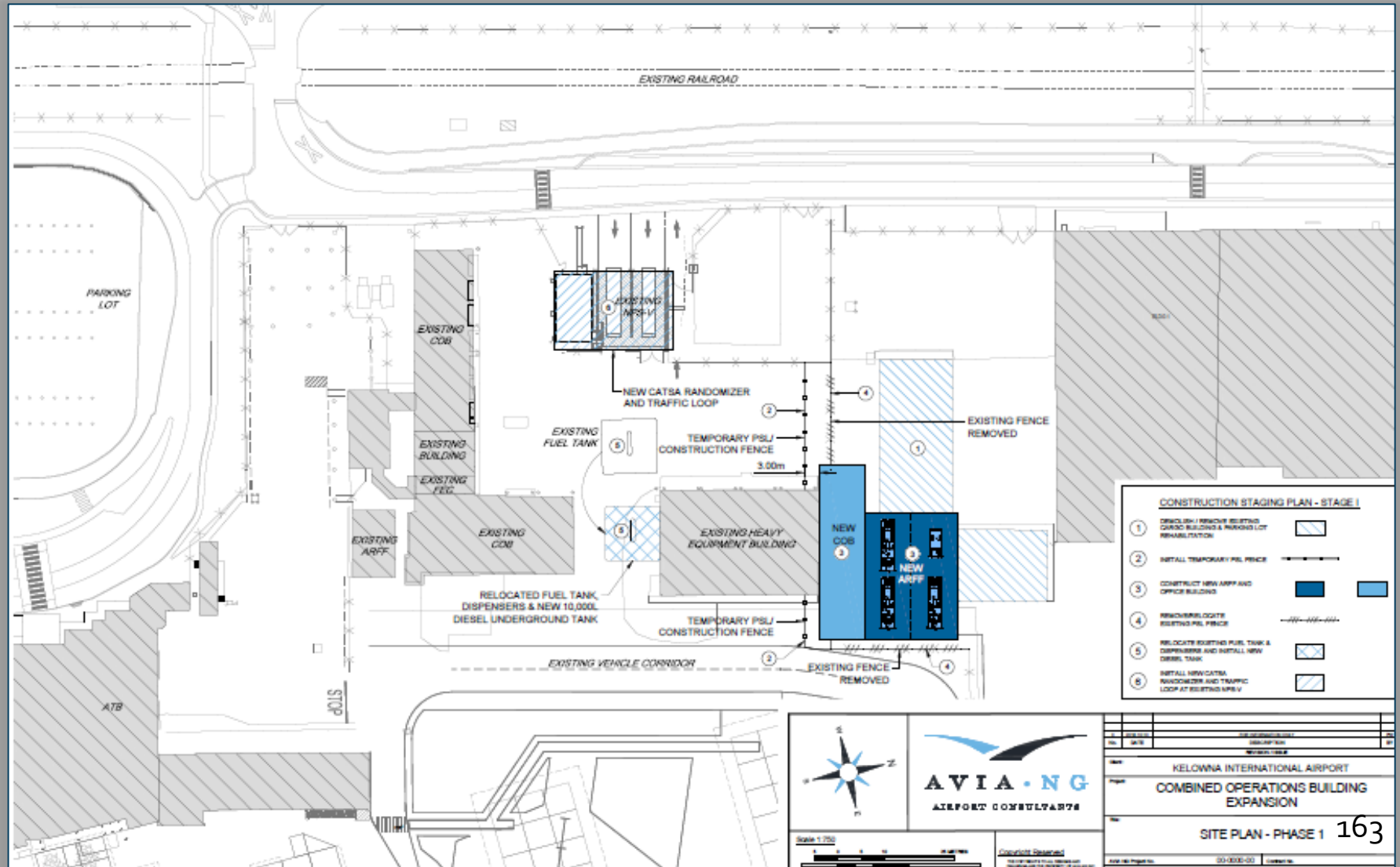


Soaring Beyond 2.5 Million Passengers

- ▶ Combined Operations Building (\$10.4 million)
 - ▶ 2022 – commencement of construction
 - ▶ 2024 – completion of construction
 - ▶ Issues being addressed
 - ▶ Airport Operations Centre and office growth
 - ▶ Storage and maintenance areas for fire fighting and airside operational vehicles to facilitate fleet plan growth

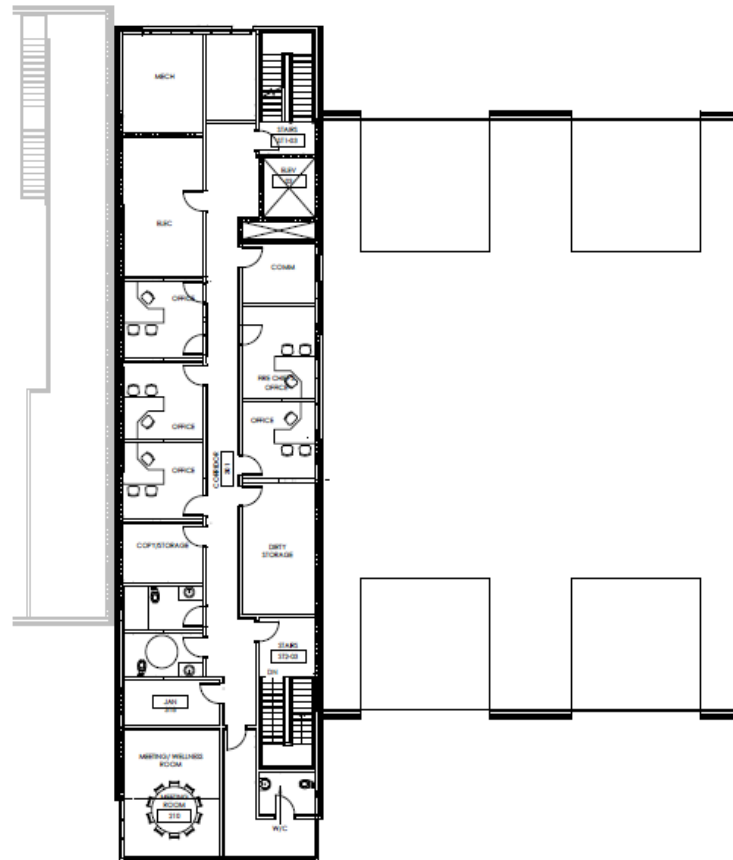
Soaring Beyond 2.5 Million Passengers

- ▶ Combined Operations Building (\$10.4 million)



Soaring Beyond 2.5 Million Passengers

- ▶ Combined Operations Building (\$10.4 million)



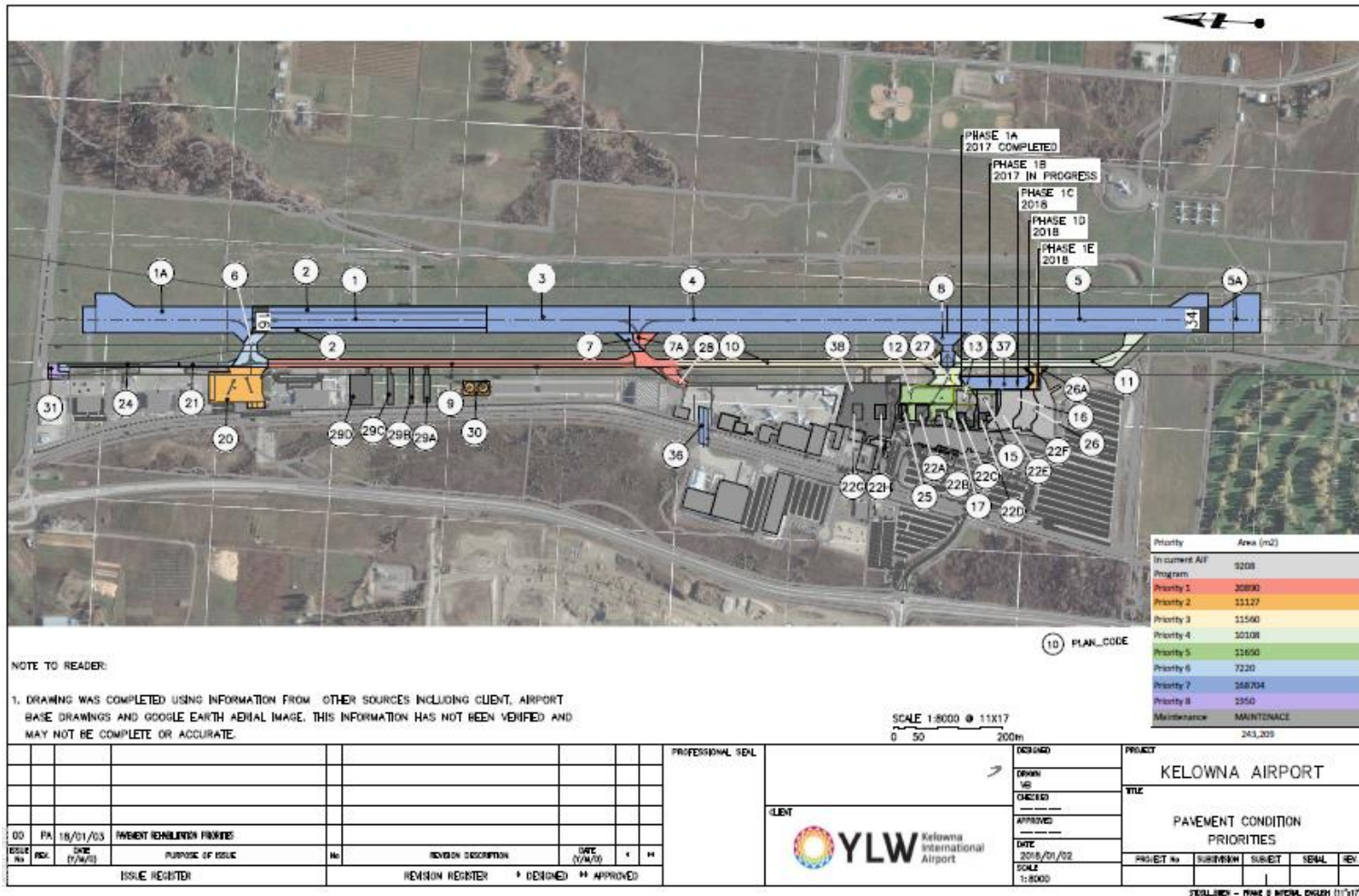
Soaring Beyond 2.5 Million Passengers

- ▶ Common Use Terminal Equipment (CUTE)/Common Use Self Serve Equipment (CUSS) (\$2.8 million)
 - ▶ Replacement: 2022
 - ▶ Issue being addressed: lifecycle replacement



Soaring Beyond 2.5 Million Passengers

- ▶ Airside Pavement Rehabilitation (\$41.8 million)
 - ▶ Construction: 2019-2029
 - ▶ Issue being addressed: lifecycle rehabilitation



Soaring Beyond 2.5 Million Passengers

- ▶ Airside Equipment (\$11.2 million)

- ▶ Purchases: 2019-2029

- ▶ Issues being addressed: lifecycle replacement and growth



Soaring Beyond 2.5 Million Passengers

▶ Financial Implications

▶ YLW Financial Goals

- ▶ Maintain an AIF equal to or less than \$25.00
- ▶ Do not exceed \$40 million in debt during the Program
- ▶ Do not exceed \$20 million in debt at the end of the Program
- ▶ Have a positive AIF reserve balance by the end of the Program

▶ Where We Started

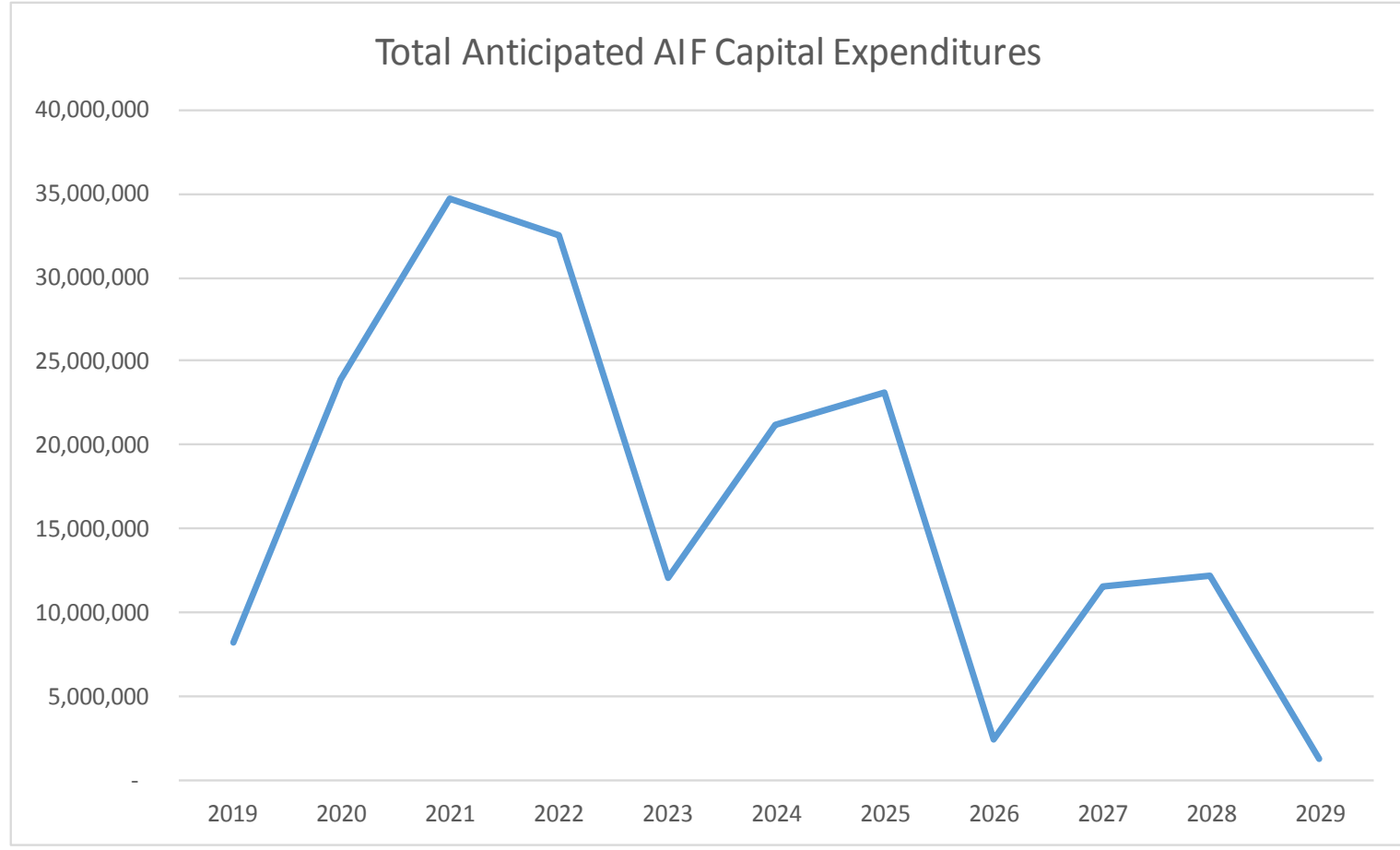
- ▶ Total cost - \$329 million (no escalation)

▶ Where We Are Now

- ▶ Total cost - \$183 million (no escalation)
 - ▶ Reduction of \$146 million

Soaring Beyond 2.5 Million Passengers

► Financial Implications



Soaring Beyond 2.5 Million Passengers

▶ Financial Implications

▶ Assumptions

▶ Passenger growth

- ▶ 2.1 million passengers in 2018

- ▶ Passenger growth in accordance with the 2045 Master Plan

 - ▶ Low – 2.0 million passengers by 2025

 - ▶ Medium – 2.25 million passengers by 2025

 - ▶ High – 2.5 million passengers by 2025

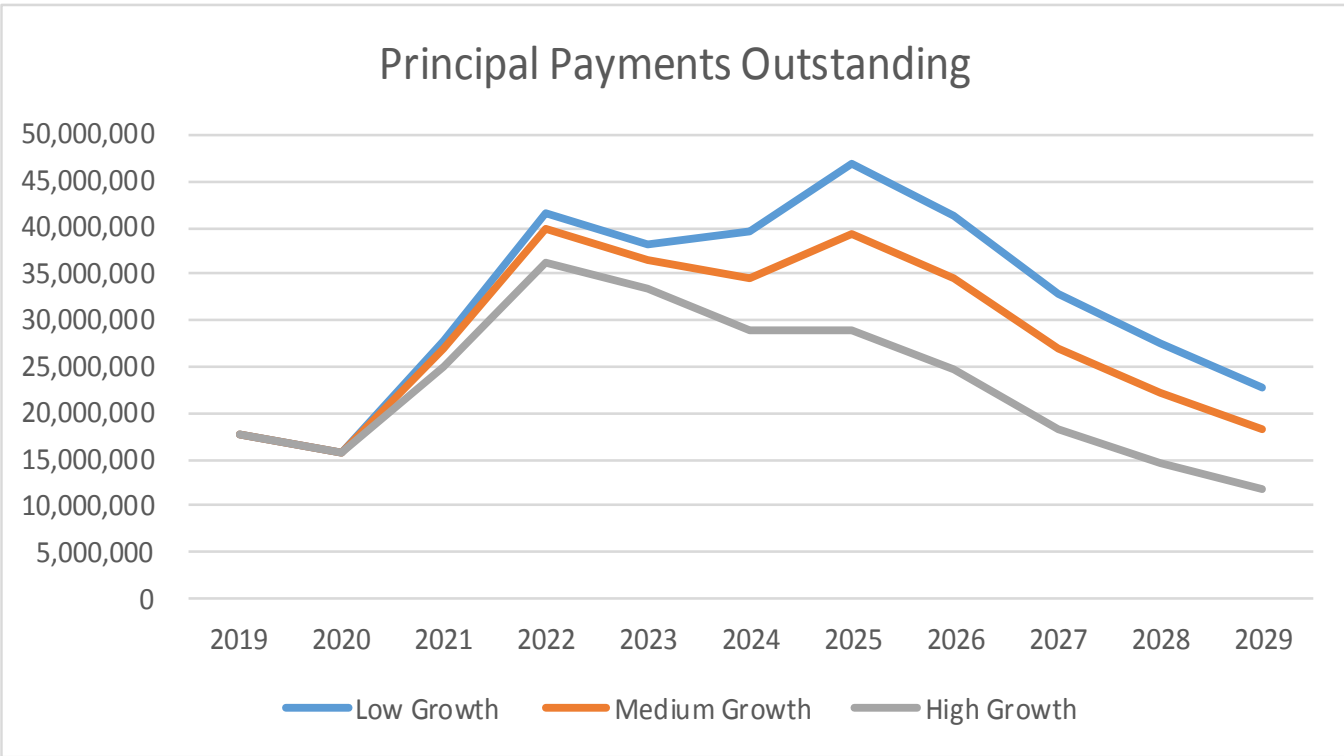
- ▶ Debt: MFA and ten-year term

- ▶ Escalation: 3.41%

Soaring Beyond 2.5 Million Passengers

- ▶ Financial Implications

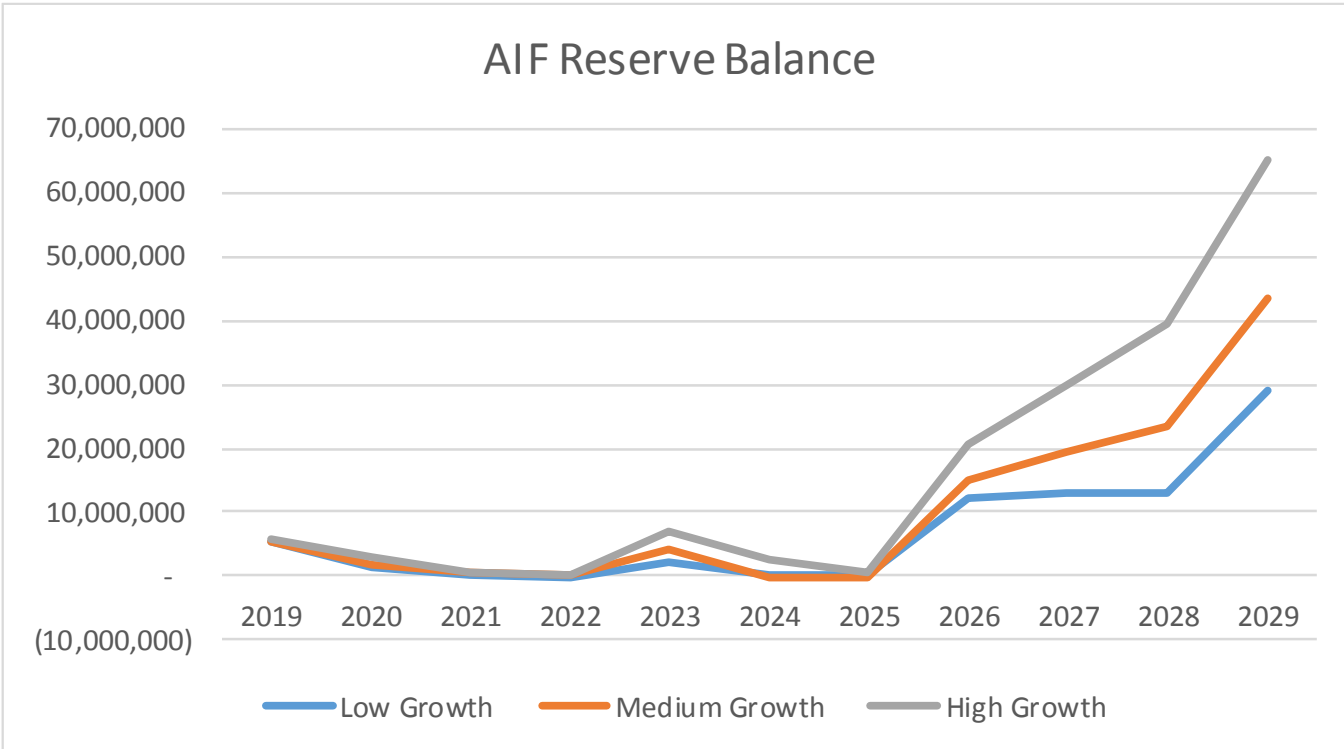
- ▶ \$20.00 AIF per departing passenger (April 1, 2019)
- ▶ \$25.00 AIF per departing passenger (January 1, 2020)



Soaring Beyond 2.5 Million Passengers

- ▶ Financial Implications

- ▶ \$20.00 AIF per departing passenger (April 1, 2019)
- ▶ \$25.00 AIF per departing passenger (January 1, 2020)





Questions?

For more information, visit ylw.kelowna.ca.

CITY OF KELOWNA

BYLAW NO. 11725

Amendment No. 33 to Airport Fees Bylaw No. 7982

The Municipal Council of the City of Kelowna, in open meeting assembled, enacts that the City of Kelowna Airport Fees Bylaw No. 7982 be amended as follows:

1. THAT **Schedule A, 22. AIRPORT IMPROVEMENT FEES**, 22.1 FOR SIGNATORY AIR CARRIERS TO THE AIR TRANSPORT ASSOCIATION (ATAC) MEMORANDUM OF AGREEMENT and 22.2 FOR NON-SIGNATORY AIR CARRIERS be amended by deleting the following:

For travel	Fee per departing passenger
Up To December 31, 2010	\$10.00
January 1, 2011 to December 31, 2012	\$12.00
January 1, 2013 on	\$15.00

22.2 FOR NON-SIGNATORY AIR CARRIERS

For travel	Fee per departing passenger
Up to December 31, 2010	\$10.00
January 1, 2011 to December 31, 2012	\$12.00
January 1, 2013	\$15.00

And replacing it with:

For travel	Fee per departing passenger
Up To December 31, 2010	\$10.00
January 1, 2011 to December 31, 2012	\$12.00
January 1, 2013 to March 31, 2019	\$15.00
April 1, 2019 on	\$20.00

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January 1, 2011 to December 31, 2012	\$12.00
January 1, 2013 to March 31, 2019	\$15.00
April 1, 2019 on	\$20.00

- 2. This bylaw may be cited for all purposes as "Bylaw No. 11725, being Amendment No. 33 to Airport Fees Bylaw No. 7982."
- 3. 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, second and third time by the Municipal Council this

Adopted by the Municipal Council of the City of Kelowna this

Mayor

City Clerk

CITY OF KELOWNA

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Read a first, 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: December 10, 2018

File: 0610-50

To: Doug Gilchrist, City Manager

From: Shayne Dyrdal, Senior Airport Finance & Corporate Services Manager and
Mike Olson, Manager, Property Management

Subject: Callahan Construction Company Ltd. Sublease of Lands at Kelowna International
Airport
Report Prepared by: Paul Crenson, Acting Airport Administration Manager

Recommendation:

THAT COUNCIL approves the City entering into a Sublease with Callahan Construction Company Ltd. in the form marked as Appendix A attached to the report of the Senior Airport Finance and Corporate Services Manager and Manager, Property Management dated December 10, 2018;

AND THAT the Mayor and City Clerk be authorized to execute all documents necessary to complete the transaction.

Purpose:

To obtain Council's approval of a two-year land and building sublease with Callahan Construction Company Ltd. over a portion of land located on Federally owned property leased to the City.

Background:

The subject property is located off of Airport Way, north of the Airport Terminal Building, on the lands leased from Her Majesty the Queen in Right of Canada as represented by the Minister of Transport to the City of Kelowna (the City) (the Subject Property). The City entered into a land sublease for the Subject Property with Callahan Construction Company Ltd. (Callahan) in 1982, which expires on December 29, 2019. During the term of the land sublease, Callahan constructed a building (the Building) on the Subject Property and subleased portions of the Building to aviation related tenants. Callahan intends to continue to sublease the Building to aviation related tenants.

Key Lease Terms/Conditions

Callahan Construction Company Ltd. proposes to enter into a two-year Sublease with the City over the lands and building outlined in Schedule A of Appendix A. Callahan Construction Company Ltd. intends to sublease portions of the building to tenants supporting the operation of the Airport.

The proposed lease rate of \$5 per square foot for the building area reflects the limited term of the lease and has been confirmed to be indicative of fair market value by an independent appraisal provided by Kent MacPherson Appraisals, dated for reference June 29, 2018.

Lease Component	Description
Tenure Type	Land and building sublease
Leasable Floor Area	11,650 ft ²
Term	2 years
Renewal Consideration	None
Rent	\$5.00/ft ² (\$58,250.00 per annum) Increasing at 2% per annum, as per Airport Fees Bylaw 7982
Lease Costs	Tenant to pay all costs
Additional Consideration	Lease includes license of lands surrounding building
Site Condition on Expiry	Land and building revert back to the City upon expiry

Internal Circulation:

Johannes Saufferer, Acting Director, Strategic Investments
Jackie Dueck, Controller
Jessica Hewitt, Communications Advisor

Legal/Statutory Procedural Requirements:

Notice of disposition of City-owned land has been published pursuant to Section 26 of the *Community Charter*.

Financial/Budgetary Considerations:

Rent will be paid at an annual rate of \$58,250.00, increasing at 2% per annum. The Airport Maintenance Charge will be paid at an annual rate of \$1,470.24, increasing at 2% per annum. These additional revenues will be included in the 2020 Financial Plan.

Considerations not applicable to this report:

Personnel Implications: N/A

Existing Policy: N/A

External Agency/Public Comments: N/A

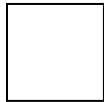
Communications Comments: N/A

Alternate Recommendation: N/A

Submitted by:

S. Dyrdal, Senior Airport Finance & Corporate Services Manager and M. Olson, Manager, Property Management

Approved for inclusion:



Doug Gilchrist, City Manager
Sam Samaddar, Airport Director

cc: Derek Edstrom – Acting Divisional Director, Community Planning and Strategic Investments
Genelle Davidson – Divisional Director, Financial Services

SUBLEASE AGREEMENT

THIS SUBLEASE dated for reference the 4th day of Dec 2018 is

BETWEEN:

CITY OF KELOWNA, 1435 Water Street, Kelowna, B.C. V1Y 1J4
(the "City")

AND:

CALLAHAN CONSTRUCTION COMPANY LTD. (Inc. No. BC0066876),
700 – 401 West Georgia Street, Vancouver, B.C. V6B 5A1
(the "Subtenant")

WHEREAS:

- A. By a lease dated December 19, 1979 (the "Head Lease") between the City and Her Majesty the Queen in Right of Canada (the "Head Landlord"), as represented by the Minister of Transport (the "Minister"), the Head Landlord leased to the City the following lands, on the terms and conditions set out in the Head Lease:

Parcel Identifier: 009-459-014

Lot 3 District Lots 32 and 120 and of Section 14 Township 23 Osoyoos Division Yale District Plan 11796

Parcel Identifier: 013-949-101

Lot B District Lot 122 Osoyoos Division Yale District Plan 41159

Parcel identifier: 011-518-189

Lot 7 Section 14 Township 23 Osoyoos Division Yale District Plan 1502 Except Plan H16596

(collectively the "Lands");

- B. The City and the Head Landlord amended the Head Lease on November 8, 1983, January 15, 1985, October 31, 1986, January 19, 1990, November 29, 1990, May 26, 1994, June 14, 1994, and February 16, 1996, and July 24, 2015;
- C. By a sublease dated August 17, 1982 designated No. 115516 in the records of the Department of Transport (the "Former Sublease"), Jabs Construction Ltd. and Callahan Construction Company Ltd. subleased from the City certain parts of the Lands (the "Former Premises");
- D. Pursuant to the Former Sublease, the Subtenant constructed a building on the Former

Premises (the "Building") and upon expiration of the Former Sublease all right and title in the Building shall vest in the City;

- E. The Former Sublease was amended from time to time pursuant to supplemental agreements, including amendments which assigned the Former Sublease exclusively to the Subtenant and extended the term of the Former Sublease to December 29, 2019;
- F. The City has agreed, commencing upon the expiry of the term of the Former Sublease, to sublease the Building to the Subtenant (the "Premises"), the Building having an area of approximately 1,082.32 square metres and being located on that portion of the lands (the "Land") legally described as:

Parcel Identifier: 009-459-014
Lot 3 District Lots 32 and 120 of Section 14 Township 23 Osoyoos Division Yale
District Plan 11796

shown outlined in heavy black on the sketch plan which is attached hereto as Schedule A;

- G. As required under section 4 of the Head Lease, the written consent of the Head Landlord is required for this Sublease;
- H. In accordance with section 26 of the *Community Charter*, the City has posted and published notice of its intention to sublease the Premises to the Subtenant;

NOW THEREFORE THIS SUBLEASE WITNESSES that, in consideration of the rents, covenants, and agreements to be paid, observed, and performed by the Subtenant, and other good and valuable consideration (the receipt and sufficiency of which are hereby expressly acknowledged) the City and the Subtenant covenant and agree as follows:

Sublease

- 1. The City subleases the Premises to the Subtenant for the Term, and the Subtenant subleases the Premises from the City for the Term, on and subject to the terms and conditions of this Sublease.
- 2. It is an express condition subsequent of this Agreement that the City shall obtain the Head Landlord's written consent, which consent shall not be unreasonably withheld. This condition cannot be waived.

Term

- 3.
 - (a) The term of this Sublease (the "Term") shall be two years, commencing on December 30, 2019 (the "Commencement Date") and expiring on December 30, 2021 (the "Expiry Date"). Notwithstanding the foregoing, the Term of this

Sublease shall not match or exceed the term of the Head Lease, and if it does, the Term of this Sublease shall be deemed to expire one day prior to expiry of the Head Lease.

- (b) If the Subtenant shall hold over after the expiration of the Term, and the City shall accept Rent, the new tenancy thereby created shall be a tenancy from month to month and not a tenancy from year to year, and the Subtenant shall pay as Rent during the time of such occupancy a monthly amount, in advance, equal to 1/12 of the annual Rent, and shall be subject to the covenants and conditions herein contained so far as the same are applicable to a tenancy from month to month. The overholding month to month tenancy may be terminated by the City by providing thirty (30) days notice in writing.

Licence

- 4. By this section, for the Term the City licences the Subtenant and its invitees to use those portions of the Lands surrounding the Premises shown outlined in heavy black line on Schedule B (the "Licence Area") for the sole purposes of accessing the Premises and parking vehicles when using the Premises.

Rent

- 5. The rent for the Premises shall be \$58,250 for the initial year and \$59,415 for the second year (the "Rent"). The Rent does not include Goods and Services Tax ("GST") or any similar replacement tax. The Subtenant shall pay the Rent in monthly installments, the first payment being due on the Commencement Date, the second before February 1, 2020, and thereafter before the first day of each month of the Term.

Purposes

- 6. The Subtenant shall only use and occupy the Premises for purposes supporting the operation of an airport and for no other purpose whatsoever.

Subtenant's Covenants

- 7. The Subtenant covenants and agrees with the City:
 - (a) to promptly pay when due, Rent and any other amounts required to be paid by it under this Sublease;
 - (b) not to do, suffer, or permit anything in, on, or from the Premises that may be or become a nuisance or annoyance to other occupiers or users of the Land, or to the owners, occupiers, or users of other land or premises adjacent to or near the Premises, or to the public, including the accumulation of rubbish or unused personal property of any kind;

- (c) not to do, suffer, or permit any act or neglect that may in any manner directly or indirectly cause injury to the Premises or to the Land, and not to commit or permit waste to the Premises or to the Land;
- (d) to keep and maintain the Premises, and all improvements constructed thereon, in a safe, tidy, and sanitary condition;
- (e) to take all reasonable precautions to ensure the safety of all persons using the Premises;
- (f) to keep the Premises free of any rubbish, litter, and debris and keep the areas adjacent to the Premises free of any rubbish, litter, and debris originating from the Premises;
- (g) not to construct, erect, place, install, or permit, on the outside of any building or structure or other exterior area of the Premises, any poster, advertising sign or display, electrical or otherwise, without first obtaining the written consent of the City;
- (h) to pay to the City all GST (or replacement tax) payable in respect of this Sublease;
- (i) to pay all costs and expenses of any kind whatsoever associated with and payable in respect of the Premises, the Subtenant's improvements and trade fixtures, and all equipment, furniture and other personal property brought onto the Premises by the Subtenant and any business or activity conducted on or from the Premises, including without limitation, all taxes (including property taxes), levies, charges and assessments, permit and license fees, strata fees and levies, repair and maintenance costs, administration and service fees, telephone, electrical, gas, garbage disposal, heating, water, sewage disposal and other utility charges and payments for work and materials;
- (j) to carry on and conduct its activities in, on, and from the Premises in compliance with any and all laws, statutes, enactments, bylaws, regulations, codes, standard and orders of the Federal Government, Provincial Government, local governments or any other governing body whatsoever from time to time in force, and to obtain all required approvals and permits thereunder, and not to do or omit to do anything in, on, or from the Premises in contravention thereof;
- (k) to comply with all regulations and rules made by the City regarding traffic control, airport security, sanitation and all other regulations relative to the management and operation of the Kelowna International Airport;
- (l) to not discharge, cause or permit to be discharged or to howsoever pass into the sewer system, storm drains or surface drainage facilities of the Land any deleterious material, noxious, contaminated or poisonous substances, all as

determined by the City's Airport Director, it being understood that if the Subtenant commits a prohibited act under this section that the Subtenant shall be responsible for all costs incurred by the City for the clean-up of such discharge (including a 15% administration fee) which shall be due and payable within 21 days of receipt of an invoice from the City;

- (m) to comply with the tail height restriction of 8.4 metres along the east edge of the Premises, in accordance with the City's Airport Operating Certificate; and
- (n) to promptly cause to be discharged any builders' lien which may be filed against the title to the Land, and to comply at all times with the *Builders Lien Act* (British Columbia) in respect of any improvements, work, or other activities undertaken in, on, or to the Premises.

Net Sublease

8. Without limiting any other provisions in this Sublease, the Subtenant agrees that the sublease granted herein is absolutely carefree net to the City, and the Subtenant must promptly pay when due on its own account and without any variation, set-off, or deduction, all amounts, charges, costs, duties, expenses, fees, levies, rates, sums, taxes, and increases in any way relating to the Premises, including all penalties and interest thereon, whether or not referred to in this Sublease and, to the extent that any such amounts remain unpaid after they come due, the City may pay such amounts on behalf of the Subtenant and the amounts so paid by the City shall be immediately due from the Subtenant to the City. Without limiting the foregoing, the City shall have no obligations whatsoever to the Subtenant concerning the Premises except for the City's express obligations under this Sublease.

Quiet Possession

9. The City shall permit the Subtenant, so long as the Subtenant is not in default of the Subtenant's obligations under this Sublease, to peaceably possess and enjoy the Premises for the Term, without interference or disturbance from the City or those claiming by, from or under the City, except for the City's express rights under this Sublease to enter upon and use the Premises or to permit others to do so.

Security

10. The City shall have no responsibility whatsoever for the security of the Premises or the Subtenant's property on the Premises, the sole responsibility for which rests with the Subtenant, and the Subtenant hereby releases the City from all claims, actions, damages, liabilities, losses, costs, and expenses whatsoever as may be suffered by the Subtenant arising from or related to any lack of security at the Premises.

City Consent for New Improvements and Alterations

11. The Subtenant shall not make any improvements or alterations to the Premises without the prior written consent of the City, which consent may be withheld in the sole discretion of the City.

Minimum Work Standards

12. The Subtenant shall ensure that any improvements to or work done with respect to the Premises, including any improvements or alterations approved by the City, done by or on behalf of the Subtenant comply with all applicable laws, statutes, enactments, regulations, bylaws and orders from time to time in force, including the applicable building code and bylaws of the City of Kelowna.

Repair and Maintenance

13. The Subtenant shall during the Term, at its cost, by itself or by the use of agents, put and keep in good order and condition (reasonable wear and tear excepted so long as the reasonable wear and tear does not unreasonably affect the exterior appearance or the foundation or structure of the Building) the Premises, and the appurtenance and equipment of the Premises, both inside and outside, including but not limited to fixtures, walls, foundations, roofs, vaults, elevators (if any) and similar devices, heating and air-conditioning equipment, sidewalks, landscaping, yards and other like areas, water and sewer mains and connections, water, steam, gas, and electric pipes and conduits, and all other fixtures on the Premises and machinery and equipment used or required in the operation of it, whether or not enumerated in this Sublease, and will, in the same manner and to the same extent as a prudent owner, make any and all necessary repairs, replacement, alterations, additions, changes, substitutions, and improvements, ordinary or extraordinary, foreseen or unforeseen, structural or otherwise, and keep the Building and aforesaid fixtures, appurtenances, and equipment fully usable for all of the purposes for which the Building was erected and constructed and the specified fixtures, appurtenances, and equipment were supplied and installed. Such repairs will be performed in a workmanlike manner and in all respects to the standard at least substantially equal in quality of material and workmanship to the original work and material in the Building and aforesaid fixtures, appurtenances, and equipment.

City Not Obligated to Repair

14. The City is not obliged to furnish any services or facilities or to make any repairs or alterations in or to the Premises, and the Subtenant hereby assumes the full and sole responsibility for the condition, operation, repair, replacement, maintenance, and management of the Premises.

City May Repair

15. If at any time during the Term, the Subtenant fails to maintain the Premises and the fixtures, appurtenances, and equipment of it, both inside and outside, in the condition required by the provisions of section 13, the City through its agents, servants, contractors, and subcontractors may, but will not be obliged to, enter upon those parts of the Premises required for the purpose of making the repairs required by section 13. The City may make such repairs only after giving the Subtenant 30 days' written notice of its intention to do so, except in the case of an emergency when no notice to the Subtenant is required. Any amounts paid by the City in making such repairs to the Premises or any part or parts thereof, together with all costs and expenses of the City, will be reimbursed to the City by the Subtenant on demand, plus a 15% administration fee together with interest at the rate specified in section 28.

Damage or Destruction

16. It is agreed between the City and the Subtenant that in the event of damage to the Premises:
- (a) if the damage is such that the Premises or any substantial part thereof are rendered not reasonably capable of use and occupancy by the Subtenant 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 Subtenant 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 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 not reasonably capable of use and occupancy; and
 - (ii) unless this Sublease is terminated as hereinafter provided, the Subtenant shall repair such damage with all reasonable diligence, but to the extent that any part of the Premises is not reasonably capable of such use and occupancy by reason of damage which the Subtenant is obligated to repair hereunder, any abatement of Rent to which the Subtenant is otherwise entitled hereunder shall not extend later than the time by which, in the reasonable opinion of the City, repairs by the Subtenant ought to have been completed with reasonable diligence; and
 - (b) if the Premises are substantially damaged or destroyed by any cause to the extent such that in the reasonable opinion of the City 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 City or Subtenant may at its option, exercisable by written notice to the other party, given within 60 days

after the occurrence of such damage or destruction, terminate this Sublease, in which event the Subtenant shall not be bound to repair as provided in this Sublease and the Subtenant shall instead deliver up possession of the Premises to the City 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 Subtenant may be entitled under sub-clause 16(a) by reason of the Premises having been rendered in whole or in part not reasonably capable of use and occupancy), but otherwise the Subtenant shall repair such damage with reasonable diligence.

17. Except as expressly set out in section 16, the partial destruction or damage or complete destruction by fire or other casualty of the Building will not terminate this Sublease or the sublease granted hereunder, or entitle the Subtenant to surrender possession of the Premises or the Building or to demand any abatement or reduction of the Rent or other charges payable under this Sublease, any law or statute now or in the future to the contrary.

Unavoidable Delays

18. If, by reason of strike, lock-out, or other labour dispute, material or labour shortage not within the control of the Subtenant, stop-work order issued by any court or tribunal of competent jurisdiction (providing that such order was not issued as the result of any act or fault of the Subtenant or of anyone employed by it directly or indirectly), fire or explosion, flood, wind, water, earthquake, act of God, or other similar circumstances beyond the reasonable control of the Subtenant and not avoidable by the exercise of reasonable efforts or foresight by the Subtenant, the Subtenant is, in good faith and without default or neglect on its part, prevented or delayed in the repair of the Premises or any part of it which under the terms of this Sublease the Subtenant is required to do by a specified date or within a specified time or, if not specified, within a reasonable time, the date or period of time within which the work was to have been completed will be extended by the City by a reasonable period of time at least equal to that of such delay or prevention; and the Subtenant will not be deemed to be in default if it performs and completes the work in the manner required by the terms of this Sublease within such extended period of time or within such further extended period of time as may be agreed upon from time to time between the City and the Subtenant. For the purposes of this section, the inability of the Subtenant to meet its financial obligations under this Sublease or otherwise will not be a circumstance beyond the reasonable control of the Subtenant and not avoidable by the exercise of reasonable effort or foresight by the Subtenant. The Subtenant will act diligently and take all reasonable steps of a prudent owner to remove the cause or causes of delay in the commencement or completion of repairs of the Building.

Acknowledgment and Agreements of the Subtenant

19. The Subtenant acknowledges and agrees that:
- (a) the City has given no representations or warranties with respect to the Premises or the Land, including with respect to the suitability of the Premises for the Subtenant's intended use;
 - (b) the Subtenant subleases the Premises on an "as-is" basis and the City has not made any representations, warranties or agreements as to the condition of the Premises (including the subsurface nature or condition of any part of the Premises, or the environmental condition of the Premises);
 - (c) it is the sole responsibility of the Subtenant to satisfy itself with respect to the condition of the Premises (including the subsurface nature or condition of the Premises and the environmental condition of the Premises), including by conducting any reports, tests, investigations, studies, audits and other inquiries as the Subtenant, in its sole discretion, considers necessary in order to satisfy itself as to the condition of the Premises;
 - (d) this Sublease is subject to the Head Lease and all of its terms, restrictions, and limitations, and the Subtenant has no greater interest in the Premises than the City under the Head Lease and, to the extent that any right or benefit conferred by this Sublease contravenes or is incompatible with the Head Lease, such right or benefit will be amended or modified so as not to contravene or be incompatible with the Head Lease. The Head Lease is available to the Subtenant upon request;
 - (e) the City may register a *Builders Lien Act* "notice of interest" against title to the Land in the land title office.

Insurance Requirements

20. The Subtenant shall obtain and maintain during the Term insurance in accordance with the requirements of Schedule C. For clarity, the insurance requirements set out in Schedule C are minimum requirements and are not to be interpreted in a manner that limits the Subtenant's obligations under this Sublease and the Subtenant shall be responsible for obtaining and maintaining such additional insurance as would a prudent tenant having similar obligations and interests to those of the Subtenant under the terms of this Sublease.

Insurance Certificates

21. The Subtenant shall promptly, upon the City's request from time to time during the Term, provide the City with certificates of insurance confirming the placement and maintenance of the required insurance.

City May Insure

22. If the Subtenant fails to insure as required, the City may, after 30 days' notice to the Subtenant, effect the insurance in the name and at the expense of the Subtenant and the Subtenant shall repay the City all costs (including a 15% administration fee) reasonably incurred by the City within 21 days of receipt of an invoice. For clarity, the City has no obligation to obtain any insurance required to be maintained by the Subtenant under this Sublease.

Subtenant Indemnity

23. The Subtenant shall indemnify and save harmless the City and the Head Landlord and their respective officers, employees, contractors, and agents, from and against all claims, actions, damages, liabilities, costs, and expenses in connection with loss of life, personal injury or damage to property arising from any occurrence on the Premises, or occupancy or use of the Premises, or caused by or arising from any act or omission of the Subtenant, its officers, employees, agents, customers, contractors, or other invitees. This indemnity shall survive the expiry or earlier termination of this Sublease.

Subtenant Release

24. The Subtenant hereby releases the City and its elected officials, employees and agents from detriment, damage, accident, or injury of any nature whatsoever or howsoever caused to the Premises or to any person or property, including the Building and any structures, erections, equipment, materials, supplies, motor or other vehicles, fixtures and articles, effects and things erected, brought, placed, made or being on or about the Premises unless such damage or injury is due to the negligence of the City or its elected officials, employees or agents while acting within the scope of their duties.

The Subtenant further releases the City from any detriment, damage, business losses or any liabilities arising from the temporary interruption or discontinuance, in whole or in part, of any services supplied to the Premises by the City.

City Right to Grant Further Interests

25. The City may, from time to time, grant licences, rights of way, easements and other rights and privileges to third parties on, over, under, through, above and across the Land, provided that such privileges do not materially impair the Subtenant's rights under this Sublease, and the Subtenant agrees to execute such further instruments as may be necessary to give such rights and privileges priority over this Sublease.

Permission to Enter

26. The City, by its authorized representative, may enter the Premises at all regular business hours and in the presence of a representative of the Subtenant for the purpose of inspecting the Premises and the Subtenant's compliance with this Sublease and for the

purpose of exercising its other rights under this Sublease, it being expressly understood that in cases of emergency or apprehended emergency the City shall have at all times and for all purposes full and free access to the Premises.

Payments Generally

27. All payments, including interest, required to be made by the Subtenant to the City under the terms of this Sublease shall be:
- (a) payable in lawful money of Canada;
 - (b) paid to the City at the office of the City or at such other place as the City may designate from time to time in writing;
 - (c) made when due hereunder, without the need for prior demand and without any set-off, abatement or deduction;
 - (d) applied towards amounts outstanding in such a manner as the City sees fit; and
 - (e) deemed to be rent (if not Rent), in partial consideration for which this Sublease is entered into, and shall be payable and recoverable as rent, and the City shall have all of the rights and remedies against the Subtenant for default in making any such payment which may not be expressly designated as rent, as the City has for a default in payment of Rent.

Interest

28. All payments due by the Subtenant to the City under this Sublease shall bear interest at the rate of 1.5% per month (equal to 18.00% per annum) calculated monthly not in advance from the date due until paid.

Worker Safety and Compensation

29. The Subtenant shall, in its use of and activities on the Premises, comply with all statutes, regulations, and orders from time to time in force respecting worker safety and compensation, and, upon request from the City, provide evidence of any required registration under any statute, regulation or order respecting worker safety and compensation.

Environmental Matters

30. In the following section, the following definitions apply:
- (a) "Contaminants" means:
 - (i) as defined in the *Environmental Management Act* (British Columbia): any

biomedical waste, contamination, effluent, pollution, recyclable material, refuse, hazardous waste or waste;

(ii) matter of any kind which is or may be harmful to safety or health or to the environment; or

(iii) matter of any kind the storage, manufacture, disposal, emission, discharge, treatment, generation, use, transport, release, remediation, mitigation or removal of which is now or is at any time required, prohibited, controlled, regulated or licensed under any Environmental Law;

(b) "Environmental Law" means any past, present or future common law, enactment, statute, regulation, order, bylaw or permit, and any requirement, standard or guideline of any federal, provincial or local government authority or agency having jurisdiction, relating to the environment, environmental protection, pollution or public or occupational safety or health.

31. The Subtenant covenants and agrees with the City to:

(a) carry on and conduct its activities in, on, and from the Premises in compliance with all Environmental Laws;

(b) not permit the storage, use, handling, manufacture, unloading, loading, treatment, disposal or introduction into the environment of any Contaminants in, on, under or from the Premises, except in compliance with all Environmental Laws;

(c) immediately notify the City of the occurrence of any of the following and provide the City with copies of all relevant documentation in connection therewith:

(i) a release of Contaminants in, on or about the Premises, or any adjacent land; or

(ii) the receipt of any citation, directive, order, claim, litigation, investigation, proceeding, judgment, letter or other communication from any person that is related to any Environmental Law;

(d) promptly provide to the City a copy of any environmental site assessment, audit, report or test results relating to the Premises conducted at any time by or for the Subtenant;

(e) if the City suspects that the Subtenant has not complied with its obligations under this section, at the City's request, the Subtenant shall obtain from an independent environmental consultant approved by the City an environmental site assessment, audit, report or testing of the Premises and conduct or cause to be conducted any additional investigations that the environmental consultant may recommend, all

in order to determine compliance of the Premises with Environmental Laws; and

- (f) promptly remove any Contaminants arising from the Subtenant's use or occupation of the Premises in a manner that conforms to Environmental Laws governing their removal.

No Assignment or Sublease

- 32. The Subtenant may not assign this Sublease or the benefit of this Sublease, or sublet the Premises or any part of the Premises, without the prior written consent of the City, nor may the Subtenant charge, mortgage, or encumber, or purport to charge, mortgage, or encumber the Subtenant's interest in the Premises or this Sublease without the prior written consent of the City. The City may withhold such consents at its sole discretion and without reason. The Subtenant shall be responsible for all costs associated with any assignment or sublease of the Premises, including the City's associated legal and administrative costs. Every assignment or sublet of the Premises or part of the Premises under this section by the Subtenant contain terms substantially similar to this Sublease and shall contain terms with the same effect as this section and sections 39, 40 and 41 of this Sublease binding on the parties.

Termination Due to Default

- 33. If and whenever:
 - (a) the Subtenant fails to pay any Rent or other amount owing under this Sublease when due, whether or not demanded by the City, and the Subtenant has not, within 15 days after notice from the City cured the default;
 - (b) the Subtenant fails to observe or perform any of its obligations under this Sublease and the Subtenant has not, within 15 days after notice from the City specifying the default, cured the default, or if the cure reasonably requires a longer period, the Subtenant has not commenced to cure the default within the 7-day period and thereafter does not diligently pursue the cure of such default;
 - (c) re-entry is permitted under other terms of this Sublease;
 - (d) without the consent of the City, the Premises are vacant or the Subtenant fails to operate its business within the Premises for 10 days or more;
 - (e) a receiver is appointed to control the conduct of the business of the Subtenant on or from the Premises;
 - (f) the Subtenant becomes bankrupt or insolvent or takes the benefit of any legislation in force for bankrupt or insolvent debtors;
 - (g) proceedings are instituted for the winding-up or termination of the corporate

existence of the Subtenant;

- (h) without the consent of the City, the Subtenant abandons or attempts to abandon the Premises or disposes of the bulk of its goods and chattels on the Premises;
- (i) the Term or any of the goods or chattels on the Premises are at any time seized or taken in execution or attachment by any creditor of the Subtenant or under bill of sale or chattel mortgage; or
- (j) the Subtenant permits a builder's lien to arise in respect of the Land and to remain registered against title to the Land for more than 60 days,

then the City may re-enter and take possession of the Premises upon 15 days' notice to the Subtenant and this Sublease may, at the City's option, be terminated upon 30 days' written notice left at the Premises.

Termination No Default

- 34. Either party may terminate this Sublease upon ninety (90) days' written notice to the other party.

Right to Relet

- 35. If the City re-enters the Premises, it may, at its option and without terminating the Subtenant's rights, make alterations and repairs to facilitate reletting and relet the Premises, or any part, as the Subtenant's agent for such period of time and at such rent and on such other terms as the City wishes. Upon reletting, all rent and monies received by the City shall be applied, first, to the payment of indebtedness other than Rent due from the Subtenant to the City, second to the payment of costs and expenses of the reletting including brokerage, legal and repair expenses, and third to the payment of Rent due and unpaid under this Sublease. The residue, if any, shall be applied to the payment of future rent as it becomes due and payable. If at any time the rent received from the reletting is less than the Rent, the Subtenant shall pay the deficiency to the City to be calculated and paid monthly.

Re-entry

- 36. No re-entry or entry shall be construed as an election by the City to terminate this Sublease unless a written notice of intention to terminate is given to the Subtenant (which may be given by way of notice left at the Premises). Despite a reletting without termination, the City may elect at any time to terminate this Sublease for a previous breach.

Distress

- 37. If and whenever the Subtenant is in default of the payment of any money, including Rent,

whether expressly reserved by this Sublease or deemed as Rent, the City may without notice or any form of legal process whatsoever, enter the Premises and seize, remove and sell the Subtenant's goods, chattels and equipment and seize, remove, and sell any goods, chattels and equipment at any place to which the Subtenant or any other person may have removed them in the same manner as if they had remained and been distrained on the Premises, notwithstanding any rule of law or equity to the contrary, and the Subtenant hereby waives and renounces the benefit of any present or future statute or law limiting or eliminating the City's right of distress.

State of Premises at Termination

38. Upon the expiry or earlier termination of this Sublease, the Subtenant shall leave the Premises in a good, neat and tidy condition and otherwise in the condition they are required to be kept by the Subtenant during the Term under the provisions of this Sublease. If the Subtenant does not do so, the City may do so on behalf of the Subtenant and any amounts paid by the City in putting the Premises into the condition required, together with all costs and expenses of the City, will be reimbursed to the City by the Subtenant on demand, plus a 15% administration fee together with interest at the rate specified in section 28. The City's rights and the Subtenant's obligations under this section shall survive the expiry or earlier termination of this Sublease.

Goods and Chattels on Termination

39. Unless otherwise directed by the City, the Subtenant shall not remove its goods and chattels from the Premises upon termination for default until such time as the Subtenant has paid all amounts due and owing to the date of termination under this Sublease.

Head Lease Covenant

40. The Subtenant hereby covenants that it will perform and observe all the covenants on the part of the City under the provisions of the Head Lease other than the covenant to pay rent thereunder and other than the covenants relating to the Lands other than these Premises and Licence Area, and will indemnify the City against all actions, expenses, claims and demands in respect of such covenants except as aforesaid.

Head Lease Termination

41. Upon termination of the Head Lease for any reason (including default by the City), this Sublease will immediately terminate without any compensation payable to the Subtenant.
42. Notwithstanding section 40, if:
 - (a) the termination of the Head Lease is not in any manner disputed;
 - (b) the City has yielded up vacant possession of the Premises to the Head Landlord;

- (c) immediately preceding the termination of the Head Lease, all airport subleases, including this Sublease, are in full force and effect and the sublessees, including the Subtenant, at the termination of the Head Lease, are not in default or breach of their respective subleases;
- (d) the Head Landlord is not legally prohibited by reason of defect in title, adverse possession, or otherwise from fulfilling the terms of any of the airport subleases, including this Sublease;

then this Sublease shall, at the Head Landlord's option, be deemed to have been assigned to the Head Landlord and the Subtenant shall attorn to the Head Landlord, thereby creating a new lessor/lessee relationship under the terms and conditions of this Sublease under which the Head Landlord is the landlord and the Subtenant is the tenant; provided, however, that the Head Landlord reserves the option to amend the new lease therein created from time to time in accordance with policy or policies in effect at that time.

The Subtenant acknowledges that unless and until the Head Landlord exercises its option under this section, this Sublease creates no privity of estate nor privity of contract between the Subtenant and the Head Landlord.

Differences

- 43. All matters of difference arising between the parties under this Sublease, whether as to interpretation or otherwise, shall be determined by the City but without prejudice to any recourse available at law.

Remedies Cumulative

- 44. No reference to or exercise of any specific right or remedy by the City shall prejudice or preclude the City from exercising any other right or remedy, whether allowed at law or in equity or expressly provided for in this Sublease, and no such right or remedy is exclusive or dependent upon any other such remedy and the City may from time to time exercise any one or more of such remedies independently or in combination. Without limiting the generality of the foregoing, the City is entitled to commence and maintain an action against the Subtenant to collect any Rent not paid when due, without exercising the option to terminate this Sublease.

Sublease Not in Registrable Form

- 45. The City is under no obligation to at any time deliver this Sublease or any instrument creating this Sublease to the Subtenant in a form registrable under the *Land Title Act* (British Columbia).

Waiver or Non-Action

- 46. Waiver by the City of any breach by the Subtenant of any of its obligations under this

Sublease shall not be considered to be a waiver of any subsequent default or continuing default by the Subtenant. Failure by the City to take any action in respect of any breach of any Subtenant obligation under this Sublease by the Subtenant shall not be considered to be a waiver of such obligation.

Conditions

47. All of the Subtenant's obligations under this Sublease shall be deemed and construed to be both conditions and covenants as though the words specifically expressing covenants or conditions or used in each separate provision respecting each such obligation.

No Joint Venture

48. Nothing contained in this Sublease creates the relationship of principal and agent or of partnership, joint venture or business enterprise or entity between the parties or gives the Subtenant any power or authority to bind the City in any way.

Interpretation

49. In this Sublease:
- (a) reference to the singular includes a reference to the plural and vice versa, unless the context requires otherwise;
 - (b) a particular numbered section or lettered Schedule is a reference to the correspondingly numbered section or lettered Schedule of this Sublease;
 - (c) an "enactment" is a reference to an enactment as that term is defined in the Interpretation Act (British Columbia) on the day this Sublease is made;
 - (d) any enactment is a reference to that enactment as amended, revised, consolidated or replaced;
 - (e) section headings are inserted for ease of reference and are not to be used in interpreting this Sublease;
 - (f) a "party" is a reference to a party to this Sublease;
 - (g) time is of the essence; and
 - (h) where the word "including" is followed by a list, the contents of the list shall not circumscribe the generality of the expression immediately preceding the word "including".

Notices

50. Where any notice, request, direction or other communication (any of which is a "Notice")

is to be given or made by a party under the Sublease, it shall be in writing and is effective if delivered in person or sent by mail to the address above. A Notice is deemed given if delivered in person, when delivered or if by mail, 5 days following deposit with Canada Post. A party may change its address or fax number by giving notice to the other party under this section.

City and Head Landlord Discretion

51. Wherever in this Sublease the approval or consent of the City or Head Landlord is required, some act or thing is to be done to the City or Head Landlord's satisfaction, the City or Head Landlord are entitled to form an opinion, or the City or Head Landlord is given the sole discretion:
- (a) the relevant provision is not deemed to have been fulfilled or waived unless the approval, consent, opinion or expression of satisfaction is in writing signed by the City and the Head Landlord as required, or their authorized representative;
 - (b) the approval, consent, opinion or satisfaction is in the discretion of the City or Head Landlord as required, acting reasonably, unless otherwise specified;
 - (c) sole discretion is deemed to be the sole, absolute and unfettered discretion of the City or Head Landlord as required; and
 - (d) no public law duty of procedural fairness or principle of natural justice shall have any application to such approval, consent, opinion, satisfaction or discretion.

No Effect on Laws or Powers

52. Nothing contained or implied herein prejudices or affects the City's rights and powers in the exercise of its functions under the *Community Charter* (British Columbia), the *Local Government Act* (British Columbia), or any other enactment to the extent the same are applicable to the Premises, all of which may be fully and effectively exercised in relation to the Premises as if this Sublease had not been fully executed and delivered.

Severance

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

Binding on Successors

54. This Sublease enures to the benefit of and is binding upon the parties and their respective successors and assigns, notwithstanding any rule of law or equity to the contrary.

Law of British Columbia

55. This Sublease shall be construed according to the laws of the Province of British Columbia.

Bribes

56. The Subtenant hereby confirms that it has not, nor has any person on its behalf, given, promised or offered to any official or employee of the City for or with a view to obtaining the sublease granted herein any bribe, gift or other inducement and that it has not, nor has any person on its behalf, employed any person to solicit or secure the sublease granted herein upon any agreement for a commission, percentage, brokerage, or contingent fee.

House of Commons

57. No Member of the House of Commons of Canada shall be admitted to any share or part of the sublease granted herein, or to any benefit to arise therefrom.

Counterparts

58. This Sublease may be executed by the parties in counterpart, and the counterparts may be delivered in Adobe PDF or other electronic format.

Schedules

59. The following are the Schedules to this Sublease and form an integral part of this Sublease:

- Schedule A – Sketch Plan of Premises
- Schedule B – Sketch Plan of Licence Area
- Schedule C – Insurance Requirements

Entire Agreement

60. The provisions in this Sublease constitute the entire agreement between the parties and supersede all previous communications, representations, warranties, covenants and agreements, whether verbal or written, between the parties with respect to the subject matter of the Sublease.

As evidence of their agreement to be bound by the above terms, the City and the Subtenant have each executed this Sublease below on the respective dates written below:

CITY OF KELOWNA

by its authorized signatories:

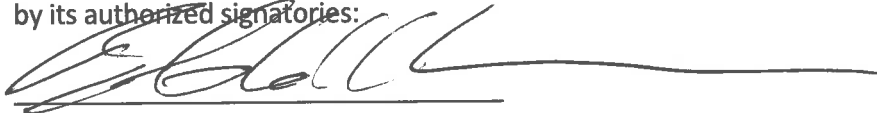
Mayor:

Clerk:

Date: _____

CALLAHAN CONSTRUCTION COMPANY LTD.

by its authorized signatories:



Name:

Robert Callahan

Name:

Date: Dec 4/18

SCHEDULE A

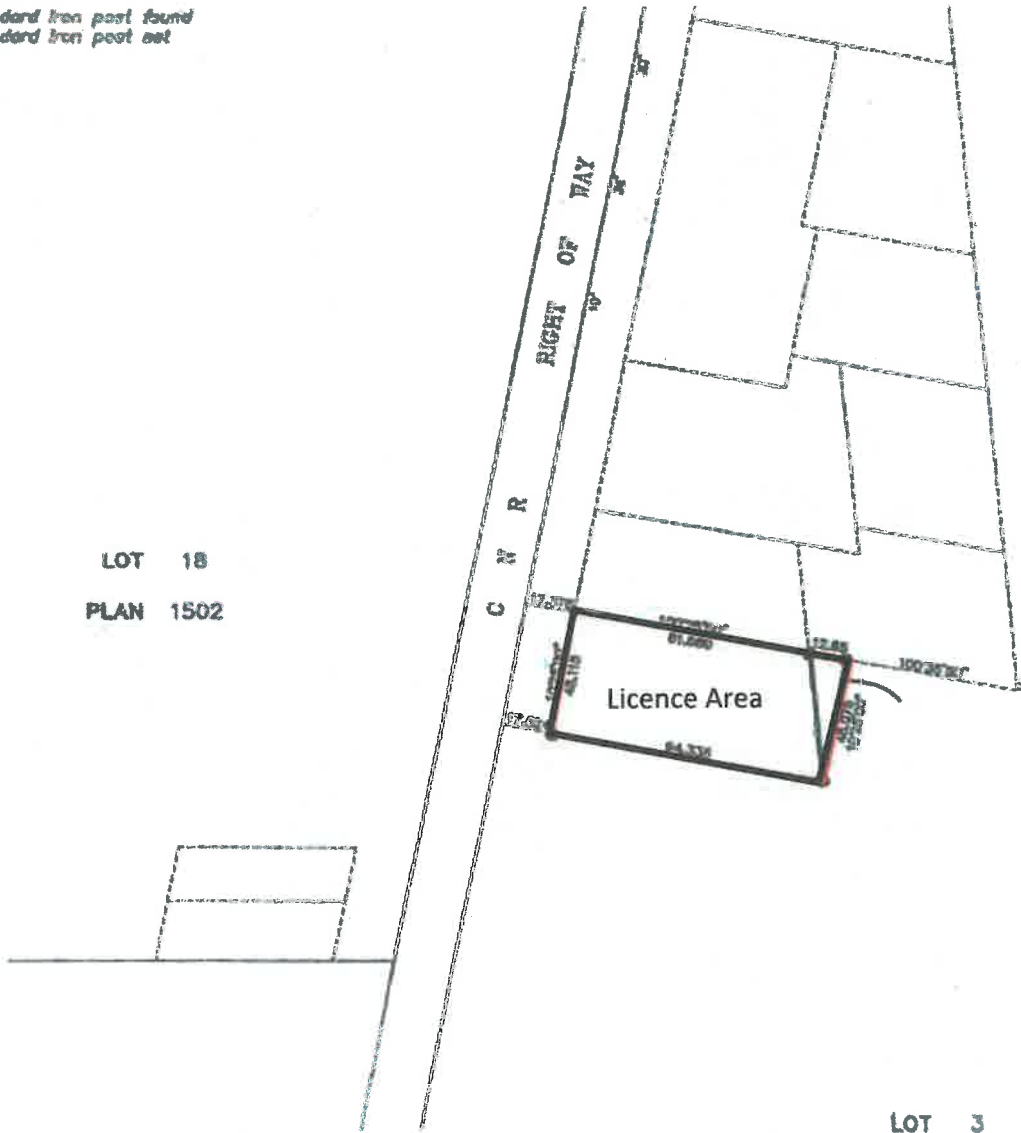
Sketch Plan of Premises



SCHEDULE B

Sketch Plan of Licence Area

- ⊙ - denotes standard iron post found
- - denotes standard iron post set



LOT 18
PLAN 1502

LOT 3
PLAN 11796

I, R.R. Runnalls, a British Columbia land surveyor, of the City of Kelowna, in British Columbia, certify that I was present at and personally superintended the survey represented by this plan, and that the survey and plan are correct. The survey was completed on the 25th day of August, 1995.

R.R. Runnalls
R.R. RUNNALLS B.C.L.S.

R. R. RUNNALLS & ASSOCIATES
B. C. LAND SURVEYORS
No. 2 - 1470 WATER STREET KELOWNA, B. C.,
V1Y 1J5 PH 763 7322

DWG. No.: 9861-B.DWG

FILE: 9861

This plan was made by the District Registrar of British Columbia

SCHEDULE C

Insurance Requirements

Subtenant to provide and maintain:

1. At its own expense and cost, the insurance policies listed in section 2 below, with limits no less than those shown in the respective items, unless the City 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 the Sublease or such longer period as may be specified by the City.

2. **Insurance**

As a minimum, the Subtenant shall, without limiting its obligations or liabilities under any other agreement with the City, procure and maintain, at its own expense and cost, the following insurance policies:

- 2.1 Comprehensive General Liability Insurance

- (i) providing for an inclusive limit of not less than \$5,000,000 for each occurrence or accident;
- (ii) providing for all sums which the Subtenant shall become legally obligated to pay for damages because of bodily injury (including death at any time resulting therefrom) sustained by any person or persons or because of damage to or destruction of property caused by an occurrence or accident or any operations carried on in connection with this Sublease;
- (iii) including coverage for Products/Completed Operations, Blanket Contractual, Subtenant's Protective, Personal Injury, Contingent Employer's Liability, Broad Form Property Damage, and Non-Owned Automobile Liability;
- (iv) providing for the use of explosives for blasting; vibration from pile driving or caisson work; the removal of, or weakening of support of such property, building or land, whether such support shall be natural or otherwise; demolition; or any other work below ground level;
- (v) 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; and
- (vi) providing that the policy of insurance shall not be cancelled or materially altered without the insurer providing the City with 30 days' notice.

- 2.2 Automobile Liability Insurance covering all motor vehicles, owned, operated and used or to be used by the Subtenant at the Premises or in the Licence Area. 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.

- 2.3 Workers Compensation Insurance covering all employees of the Subtenant engaged at or visiting the Premises in accordance with statutory requirements.

3. **The City Named as Additional Insured**

The policy required by section 2.1, above, shall provide that the City is named as an Additional Insured thereunder and that said policy is primary without any right of contribution from any insurance otherwise maintained by the City.

4. **Subtenant's Contractor and Agents**

The Subtenant shall require each of its contractors and agents that make use of the premises or provide services to the Subtenant at the premises provide comparable insurance to that set forth under section 2, above.

6. **Other Insurance**

After reviewing the Subtenant's Certificates of Insurance, the City may require other insurance or alterations to any applicable insurance policies in force during the period of this Sublease and will give notifications of such requirement. Where other insurance or alterations to any insurance policies in force are required by the City and result in an increased insurance premium, such increased premium shall be at the Subtenant's expense.

7. **Additional Insurance**

The Subtenant may take out such additional insurance, as it may consider necessary and desirable. All such additional insurance shall be at no expense to the City.

8. **Insurance Companies**

All insurance, which the Subtenant is required to obtain with respect to this Sublease, shall be with insurance companies registered in and licensed to underwrite such insurance in the province of British Columbia.

10. **Nonpayment of Losses**

The failure or refusal to pay losses by any insurance company providing insurance on behalf of the Subtenant shall not be held to waive or release the Subtenant from any of the provisions of these insurance requirements or this Sublease with respect to the liability of the Subtenant, including any indemnity. Any insurance deductible maintained by the Subtenant under any of the insurance policies is solely for their account and any

such amount incurred by the City will be recovered from the Subtenant as stated in the Sublease.

Report to Council



Date: December 10, 2018
File: 1200-31
To: City Manager
From: Policy & Planning Department
Subject: 2040 OCP Preferred Growth Scenario and Phase 3 Activities
Report Prepared by: Robert Miles, OCP Project Planner

Recommendation:

THAT Council receives, for information, the report from the Policy & Planning Department dated December 10, 2018, with respect to the activities undertaken as part of Phase 3 of the Official Community Plan Update;

AND THAT Council endorses the preferred growth scenario, as outlined in the report from the Policy & Planning Department dated December 10, 2018, to develop a draft 2040 Official Community Plan.

Purpose:

For Council to endorse the preferred growth scenario for use in the continued development of the Official Community Plan, Transportation Master Plan and the 20 Year Servicing Plan, as well as to provide Council with information regarding work to be undertaken in Phase 3 of the 2040 Official Community Plan Update process.

Background:

The 2040 Official Community Plan (OCP) Update is establishing a policy framework to put us on a path to build a great city. Through the extensive feedback received through the *Imagine Kelowna* process, a forward-thinking vision emerged from the community about what the future of Kelowna is envisioned to be. This OCP update, in conjunction with the Transportation Master Plan (TMP), aims to put that vision into motion by providing a clear path forward for how the city will grow and develop to 2040.

As part of the detailed policy work and refinement of the Future Land Use plan for the OCP update, a high-level growth scenario is one of the first critical steps to establishing the policy direction to move forward.

The endorsement of a growth scenario represents a major milestone in not only setting the course of the next phase of the 2040 OCP, but also in laying the groundwork to achieve the *Imagine Kelowna* vision. The growth scenario outlined in this report represents a shift toward a new approach to growth in our community that is not only ambitious and visionary, it is achievable. It is an approach that focuses the majority of future growth in the Urban Centres and the Urban Core, setting the foundation for improvements to transit service, promoting greater housing variety, and allowing the City to refocus its infrastructure investments to serve residents in a more cost-effective manner.

The growth scenario will also guide the development of the TMP and the 20 Year Servicing Plan by acting as the foundation for initial modelling and projecting for those initiatives.

The Preferred Growth Scenario

Growth is beneficial to our City, but it must be accommodated responsibly and with strategic planning in order to ensure population growth enhances the community's quality of life for the long-term. A growing city inherently has challenges – from infrastructure improvements of roads and utilities, to demands on public parks and recreational facilities, to conflicts with the natural environment and preservation of agricultural land. Once schools, libraries, infrastructure projects, parks and cultural amenities are built, they need to be maintained and upgraded, posing challenges for future budgets. Importantly, the elements of housing location and housing form can influence City services where improved economies of scale can be achieved for services such as transit, infrastructure improvements, and recreational facilities. With this in mind, endorsement of the preferred growth scenario is a major decision for Council, and the choices that are made as part of the 2040 OCP Update process will be felt both in the short term, but also decades from now.

In June 2018, the City launched the *Pick Your Path to 2040* public engagement process to get the public's feedback on four possible growth scenarios with the goal of facilitating meaningful discussions with Kelowna residents and seeing which scenario best reflected how they wanted the city to grow in the future. Growth Scenario 3, representing a progressive shift towards focusing growth in the Urban Core while limiting growth in suburban areas, was the most popular choice amongst participants, with 41.2% support.

At its meeting on July 30, 2018, Council directed staff to undertake the development of a preferred growth scenario with key characteristics of Growth Scenario 3, but with refinements based on the technical analysis undertaken, additional feedback received during the *Pick Your Path* process and a more detailed review of identified growth areas. Following Council's direction at its August 13, 2018 meeting, where staff provided an update on this process, the growth scenario was further refined. This more refined preferred growth scenario was presented to Council at its meeting on September 17, 2018.

The preferred growth scenario strikes a balance to ensure it will deliver on the *Imagine Kelowna* vision, engagement outcomes and OCP key deliverables, while also honouring adopted Area Structure Plans (ASPs) that have corresponding Future Land Use designations, as well as the analysis of the Housing Demand Forecast (see Figure 1).

Figure 1: Finding a Balance for the Preferred Growth Scenario



The key housing, transportation and infrastructure related characteristics of the preferred growth scenario are summarized below in Figure 2. The distribution of future residential development across the city can be found in Attachment 1.

Figure 2: Preferred Growth Scenario Characteristics

Housing Split	Overall Housing Composition in 2040: 50% multi-unit / 50% single-two unit <i>(New growth: 75% multi-unit / 25% single-two unit)</i>
Housing Distribution	67% in Urban Core, 33% in Suburban Areas
Dominant housing forms (new growth)	Missing middle, apartments
Transportation impacts	More transit and active transportation opportunities in the Urban Core, particularly in the Urban Centres.
Infrastructure impacts	Infrastructure investments concentrated in the Urban Core

These characteristics align the preferred growth scenario firmly between Growth Scenarios 2 and 3 while still aiming to implement the Imagine Kelowna vision. As illustrated in Figures 3 and 4 below, the preferred growth scenario would blend Growth Scenario 3 with some aspects of Growth Scenario 2, in particular, the estimated split between single-two unit and multi-unit housing as well as the distribution of future housing between the Urban Core and the Suburban areas.

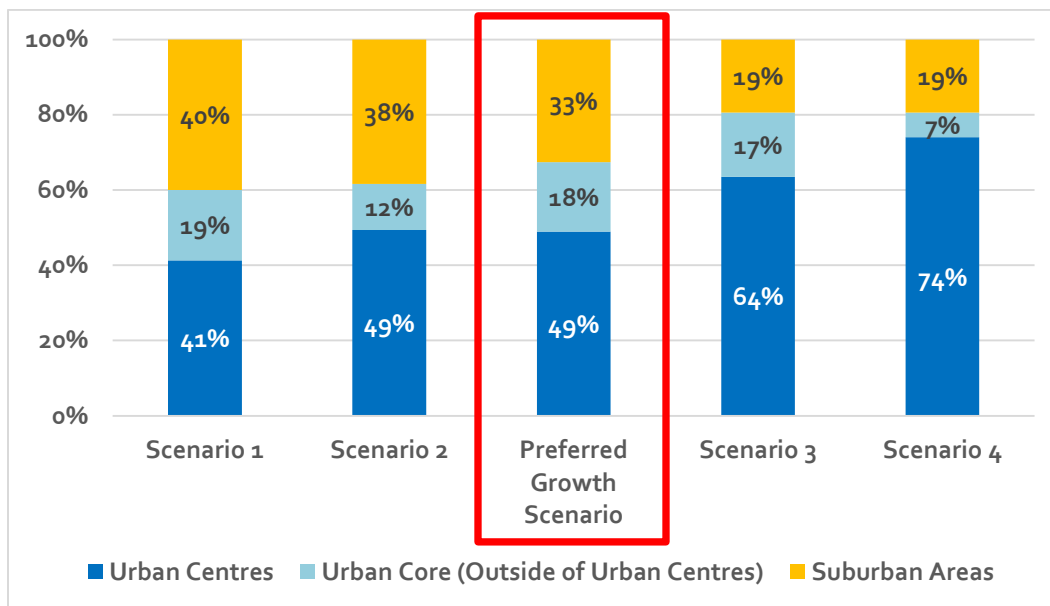
In light of receiving Council’s direction and honouring existing future land use designations, the preferred growth scenario strikes a balance with the following attributes:

- It honours Area Structure Plans (ASPs) and established Future Land Use designations previously approved by Council in suburban neighborhoods by maintaining their status. Growth Scenario 3 would have required a re-designation of select suburban parcels to signal no future development potential;
- No new areas for suburban development are identified (beyond those lands already designated for future development as mentioned above), with the expressed goal to limit sprawl and focus development in the Urban Core to achieve more complete communities and maximize return on infrastructure investment;
- It provides a housing split estimate (75% multi-unit and 25% single and two unit) that is closer to the Housing Demand Forecast (67% multi-unit and 33% single and two unit¹).

Figure 3: Preferred Growth Scenario in Relation to Four Growth Scenarios Used in Pick Your Path

	Growth Scenario 1	Growth Scenario 2	Preferred Growth Scenario	Growth Scenario 3	Growth Scenario 4
New Housing Units (to 2040)	60% Multi-Unit 40% Single/Two Unit	70% Multi-Unit 30% Single/Two Unit	75% Multi-Unit 25% Single/Two Unit	80% Multi-Unit 20% Single/Two Unit	90% Multi-Unit 10% Single/Two Unit
Total Housing Split (as of 2040)	45% Multi-Unit 55% Single/Two Unit	49% Multi-Unit 51% Single/Two Unit	50% Multi-Unit 50% Single/Two Unit	52% Multi-Unit 48% Single/Two Unit	55% Multi-Unit 45% Single/Two Unit

Figure 4: Distribution of New Residential Growth



The preferred growth scenario continues to focus most of the proposed future development into the Urban Core, which includes Kelowna’s Urban Centres: City Centre, South Pandosy, Capri-Landmark, Midtown and Rutland (see Attachment 1). The five Urban Centres alone would absorb approximately

¹ Growth Scenario 3 identified a housing split of 80% multi-unit and 20% single and unit.

14,500 units, or 49% of the anticipated residential growth, with 5,300 units, or 18% of growth, anticipated in the remainder of the Urban Core. As such, it will allow for more opportunities to shift transportation mode-share towards transit, cycling and walking.

Focusing most of the future residential growth into Kelowna's Urban Core is a critical objective to achieve the desired outcomes of the 2040 OCP Update. It makes the provision of public transit more economically feasible, and keeping homes near jobs, employment and key amenities makes walking and cycling much easier for residents. Additionally, it allows for a more financially sustainable approach to infrastructure management. By promoting missing middle housing in the core, current and future residents will have more choice in the types of housing they live in, helping to deliver on a broader diversity of housing forms and tenures and to address affordability challenges.

Given the historic growth pattern that has been dominated by single/two unit development, it is important to note this land inventory projected out to 2040. Based on the estimated 75% multi-unit/25% single-two unit split that characterizes the preferred growth scenario, approximately 7,000 single detached units will be required between now and 2040 to meet projected demand. Based on a review of available residential land inventory, it is estimated that there is capacity for approximately 7,500 single/two unit units in the city (excluding the Thomson Flats lands which are undergoing an ASP review process). In short, the preferred growth scenario provides sufficient land to accommodate the projected single/two unit development out to 2040.

Of note, the Thomson Flats ASP process was initiated on March 4, 2014 and is currently underway. While not included in the preferred growth scenario, it is expected that the ASP process would continue. At the conclusion of the ASP process, Council will have an opportunity to consider endorsement, at which point the OCP would be amended to reflect it. Should this endorsement take place during the OCP update process, the draft OCP would be revised to reflect the Future Land Use designations and policies outlined in the ASP, as required.

Phase 3: Plan Development

Phase 3 of the OCP Update focuses on the development of a draft Official Community Plan for Council's consideration. This includes the creation of a new Future Land Use Plan with corresponding policies that will focus on key themes that were reinforced throughout the *Pick Your Path* engagement stage:

- Emphasize convenient walking, cycling and transit access for mobility;
- Promote a diversity of housing types for all ages and life stages;
- Deliver strategic infrastructure investments to maximize return on investment for infrastructure and ongoing maintenance costs;
- Preserve and protect our natural environment and agricultural areas;
- Integrate the theme of 'resiliency' to ensure our community can adapt and respond to uncertain future conditions.

Ideas Generator Engagement

As part of Phase 3 consultation, the City launched the "Ideas Generator" on September 25, 2018 where residents and developers could provide proposals through an online submission for changes to the Future Land Use Designation of specific properties they own for consideration. This approach allowed property owners to signal their intentions early on the land use planning process, with the goal to avoid future OCP amendment applications following the adoption of the new OCP. As a benefit, it also

allowed staff to assess the submissions to find alignment with the Preferred Growth Scenario, assisting with the land use designation process.

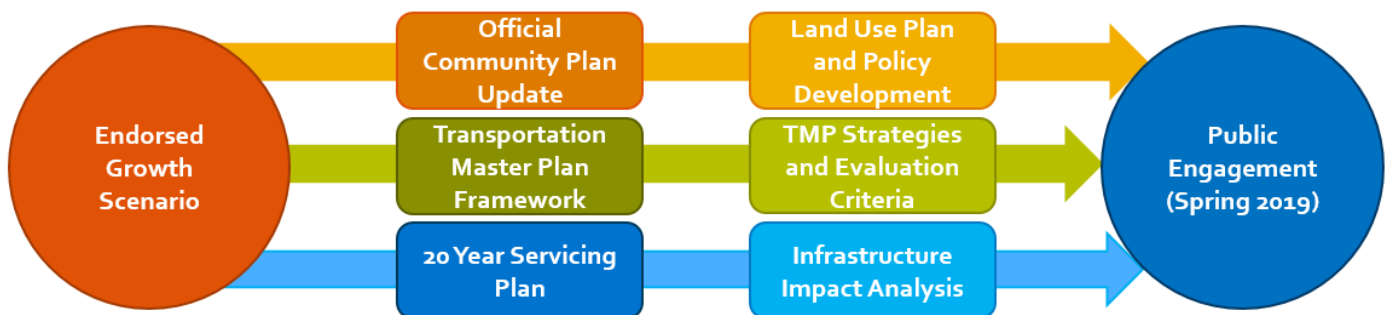
The Ideas Generator was advertised through a media release, through the Kelowna Daily Courier and via social media. It was also covered as a news story in the Capital News, Castanet, Kelowna Now and via radio.

In total, 51 submissions were made. Staff are currently evaluating these submissions based on their consistency with the Growth Scenario as part of the ongoing development of the draft Future Land Use Plan. Properties that were outside of the Permanent Growth Boundary (PGB), and/or properties located in the Agricultural Land Reserve (ALR) or designated Resource Protection were not considered as part of this process.

Coordination with Other Growth Master Plans

As Phase 3 of the OCP Update process continues, coordination with the TMP and the 20 Year Servicing Plan will be paramount to ensure that the three plans are aligned and that the costs and impacts of decisions are considered holistically. An endorsed growth scenario will allow for the each of these projects to continue to move forward. The coordination of the development of three major documents; the OCP, the TMP and the 20 Year Servicing Plan, represent the first major shift in the way that the City plans its future. By developing these documents concurrently, the City can ensure that this new, bold vision for the community is realistic, affordable and achievable.

Figure 6: Coordination of Activities Between OCP Update, TMP and 20 Year Servicing Plan: Fall 2018 - Spring 2019



Of interest, Phase 1 of the Transportation Master Plan (TMP), which focused on development the vision and goals for the plan, is now complete. Staff have been working on activities for Phase 2 of the TMP, which focused on modelling of transportation impacts of corresponding land use decisions. This phase will be concluded following Council’s endorsement of the preferred growth scenario. Phase 3 of the TMP includes an assessment of existing and future transportation system conditions (based on the Council endorsed growth scenario) as well as the identification and evaluation of potential transportation strategies (that include projects, programs, and policies) that will help to achieve the TMP vision and goals. Public and stakeholder engagement opportunities will be incorporated throughout Phase 3 of the TMP.

With an endorsed growth scenario, the infrastructure impact analysis for the 20 Year Servicing Plan will take place, providing an assessment of the anticipated impacts of growth as it relates to the city’s infrastructure needs. The 20 Year Servicing Plan update will serve as the roadmap for long-term

planning and funding strategies for future infrastructure investments. The strategies and capital needs are affected by past investments (made by the City, other public entities, and the private sector meeting City requirements), planned projects in the 10 Year Capital Plan and other major City policies. However, the coordination of a growth program to support population growth and changing community needs, while also preserving Kelowna's natural spaces and agricultural assets requires a strategic, long-term, and synchronized approach.

Public Engagement

Building on public and stakeholder engagement completed in 2018, Phase 3 engagement planned for Spring 2019 will include two components: consultation and education. The consultation will focus on gathering feedback that will help inform the development of key policies and refine the draft Future Land Use Plan. Education will focus the OCP's role in guiding growth and planning for future infrastructure. Feedback received will be considered as one of many components of a complex process undertaken to update the OCP.

The engagement strategy will coordinate, where feasible, with the Transportation Master Plan and 20 Year Servicing Plan. Aligning updates to these three plans will allow for a holistic approach to understanding and planning for Kelowna's future growth. Staff will report to Council on a detailed engagement strategy in Spring 2019.

Summary

The selection of a growth scenario acts as the foundation for the work that will be undertaken for the remainder of the 2040 OCP Update, the Transportation Master Plan process, and the 20 Year Servicing Plan and lays the foundation for the transition of Kelowna into the community that this envisioned in *Imagine Kelowna*. The growth scenario presented in this report outlines a direction that is bold, yet refined to reflect current land use designations and market trends to enable successful implementation.

With the endorsement of the preferred growth scenario, the 2040 OCP Update process has entered an important and exciting phase, whereby we are connecting the vision of *Imagine Kelowna* to action through the 2040 OCP content. With a growth scenario established, the update will shift into the phase in which more detailed land use and policy choices will be made. With the development of the Transportation Master Plan and the 20 Year Servicing Plan taking place concurrently with the OCP Update, the City is well positioned to deliver an Official Community Plan that is realistic and balanced, yet bold and innovative.

Legal/Statutory Authority:

Local Government Act, Section 471

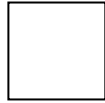
Legal/Statutory Procedural Requirements:

Local Government Act, Sections 472, 473, 474, 475, 476, 477, 478

Existing Policy:

Imagine Kelowna
2030 Official Community Plan
20 Year Servicing Plan
Council Policy No. 372: Engage Policy

Approved for inclusion:



Danielle Noble-Brandt, Dept. Manager, Policy & Planning

Attachments:

- 1) Preferred Growth Scenario: Distribution of Future Residential Development

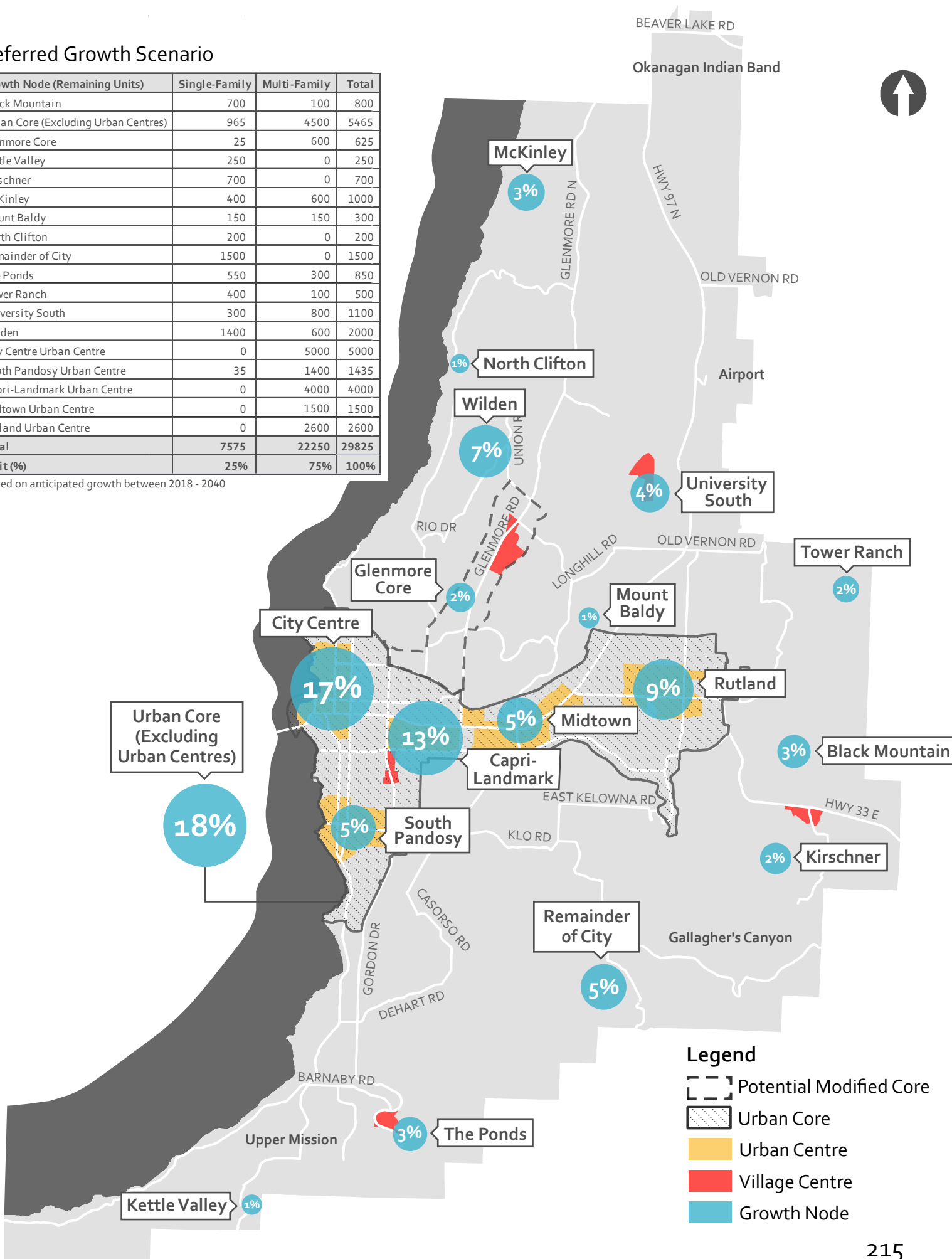
cc:

Acting Divisional Director, Community Planning & Strategic Investments
Divisional Director, Infrastructure
Divisional Director, Human Resources
Divisional Director, Financial Services
Divisional Director, Corporate Strategic Services
Divisional Director, Acting Living and Culture
Acting Director, Strategic Investments
Department Manager, Integrated Transportation
Strategic Transportation Planning Manager
Infrastructure Engineering Manager
Community Planning Department Manager
Communication Advisor

Preferred Growth Scenario

Growth Node (Remaining Units)	Single-Family	Multi-Family	Total
Black Mountain	700	100	800
Urban Core (Excluding Urban Centres)	965	4500	5465
Glenmore Core	25	600	625
Kettle Valley	250	0	250
Kirschner	700	0	700
McKinley	400	600	1000
Mount Baldy	150	150	300
North Clifton	200	0	200
Remainder of City	1500	0	1500
The Ponds	550	300	850
Tower Ranch	400	100	500
University South	300	800	1100
Wilden	1400	600	2000
City Centre Urban Centre	0	5000	5000
South Pandosy Urban Centre	35	1400	1435
Capri-Landmark Urban Centre	0	4000	4000
Midtown Urban Centre	0	1500	1500
Rutland Urban Centre	0	2600	2600
Total	7575	22250	29825
Split (%)	25%	75%	100%

*Based on anticipated growth between 2018 - 2040



- Legend**
- Potential Modified Core
 - Urban Core
 - Urban Centre
 - Village Centre
 - Growth Node



Our Kelowna as we Grow 2040





2018 now worst fire season on record as B.C. extends state of emergency



Close to 13,000 sq km of province has burned, breaking record set in 2017

Bethany Lindsay · CBC News · Posted: Aug 29, 2018 11:23 AM PT | Last Updated: August 29



Driverless trucks are coming to Canada and the impact will be profound: Don Pittis



As early as late next year, autonomous U.S. trucks could be driving solo near the border, expert says

Don Pittis · CBC News · Posted: Nov 20, 2017 5:00 AM ET | Last Updated: November 20, 2017



Rise of income inequality in Canada 'almost exclusive' to major cities: study



By Maham Abedi

National Online Journalist, Breaking News Global News



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DALLAS'S TICKING TIME BOMB OF INFRASTRUCTURE COSTS

SEPTEMBER 26, 2018
BY STRONG TOWNS

[OPINION](#) | [LABOUR + INDUSTRY](#) | [HOUSING](#)

Why the 'Housing Crisis' Is Really About Globalization

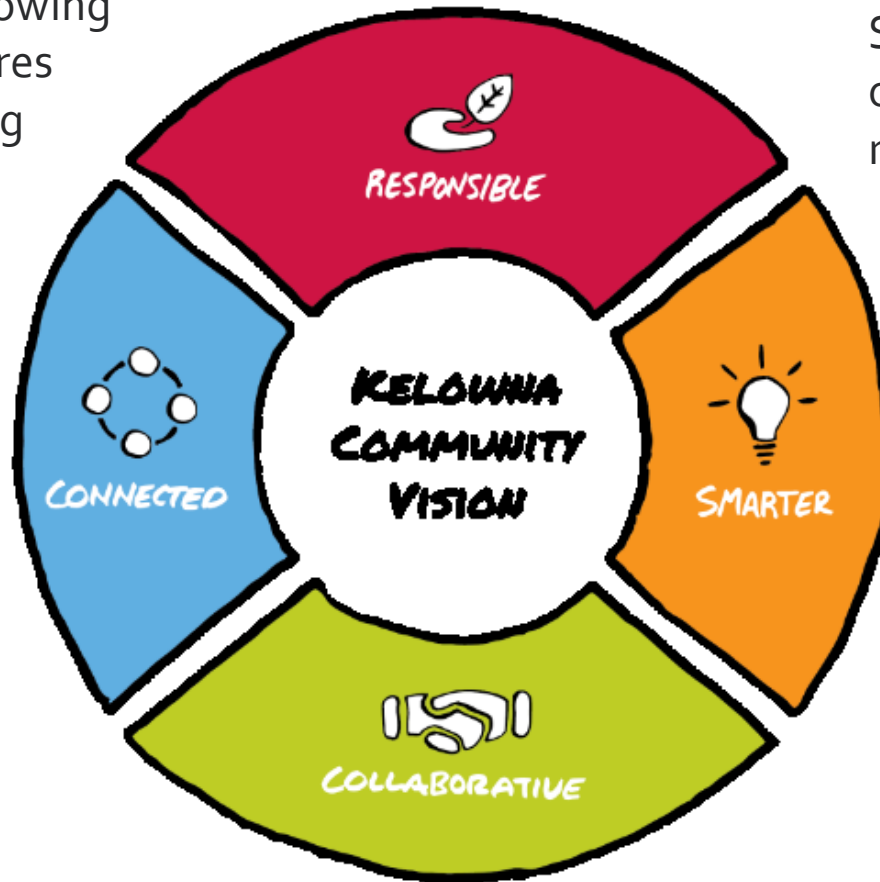
Free-flowing capital breaks the link between prices and local incomes — and most of us are shut out.

By **William E. Rees**, 18 Jan 2018 | [TheTyee.ca](#)

William E. Rees is professor emeritus of human ecology and ecological economics at the University of British Columbia.

Concentrate on growing vibrant urban centres and stop facilitating urban sprawl

Strengthen the protection of our land, water and air resources



Create great public spaces that bring people together

Build healthy neighbourhoods that support a variety of households, income levels and life stages

Key Directions for 2040 OCP



► Diversify housing options



Expand transportation options



Secure community amenities



Build more complete communities



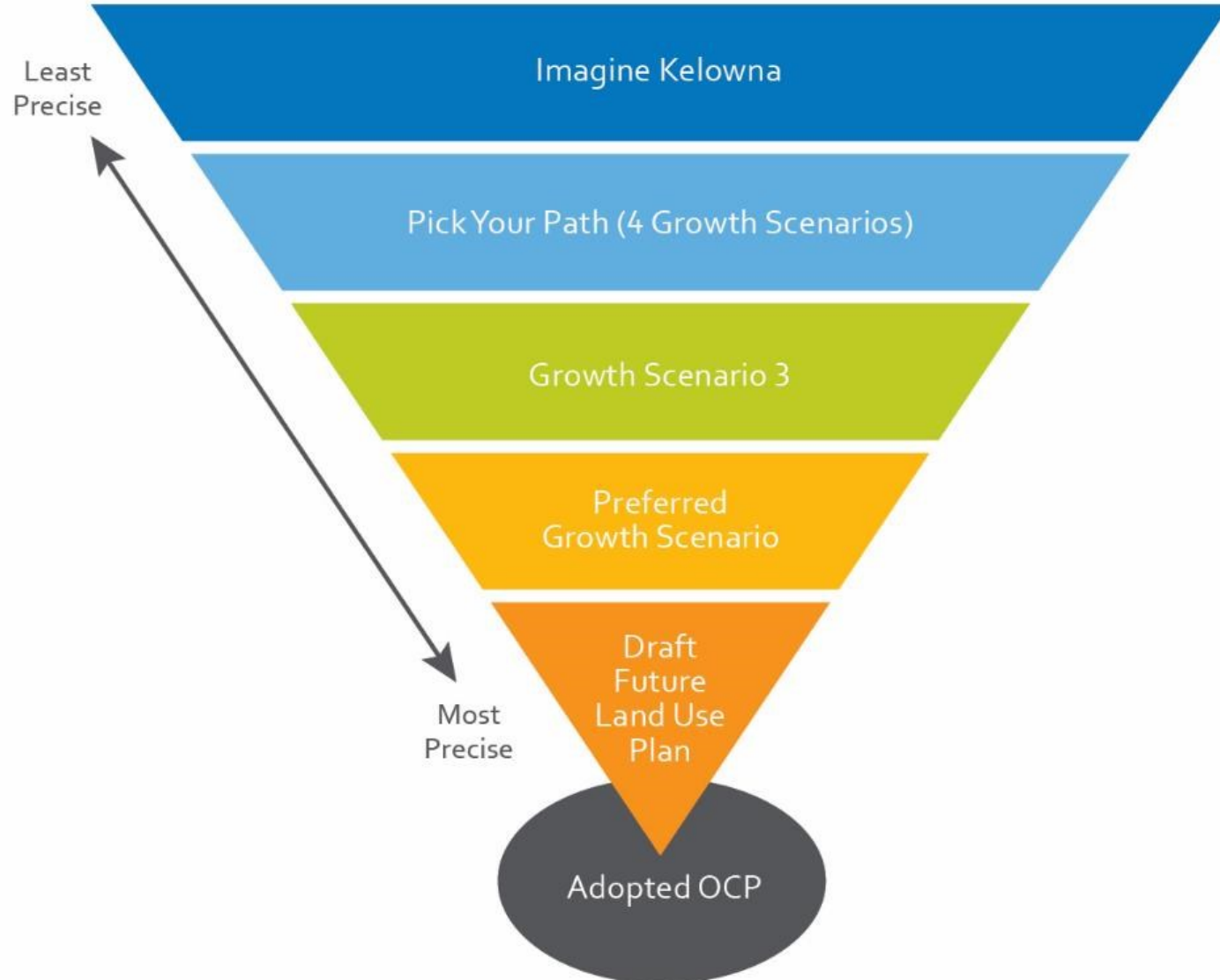
Intensify the Urban Core



Catalyze employment centres



Protect agriculture



imagineKelowna

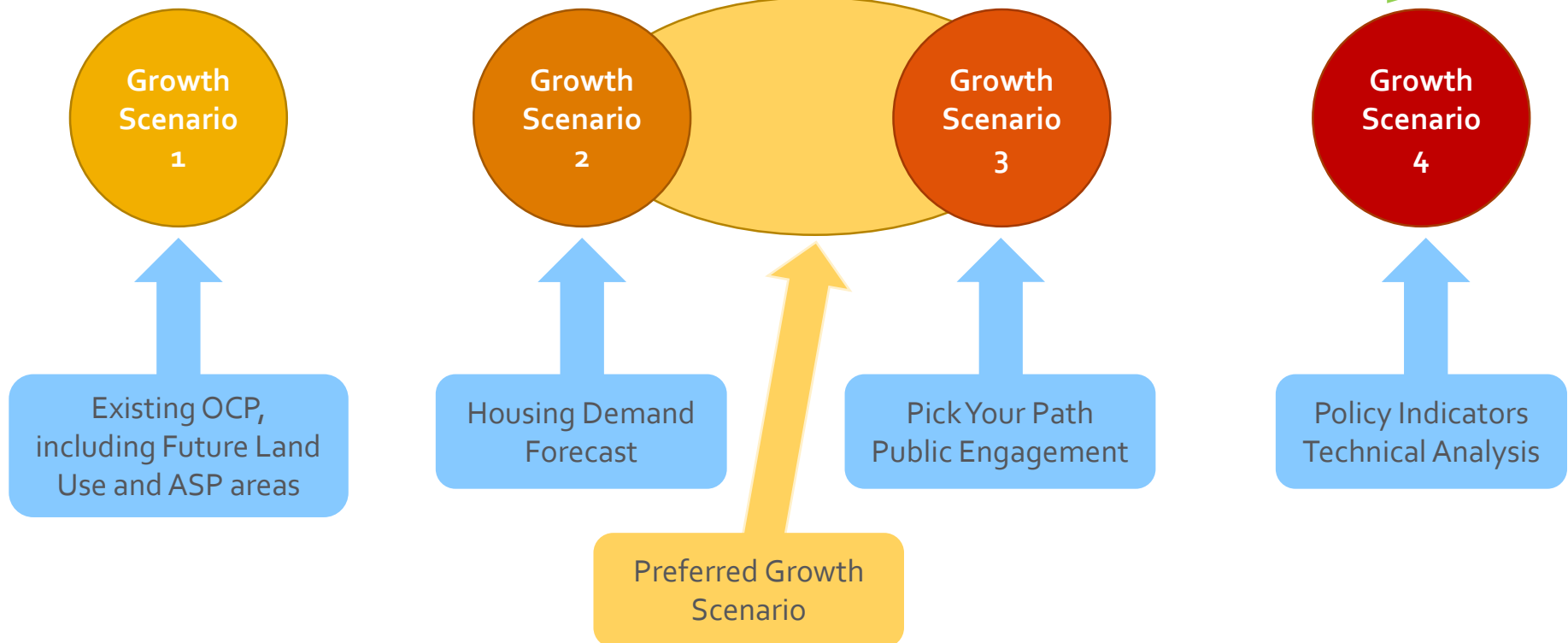
Principles & Goals

Slow shift

Gradual shift

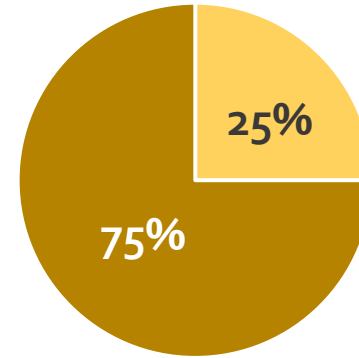
Progressive shift

Rapid Shift



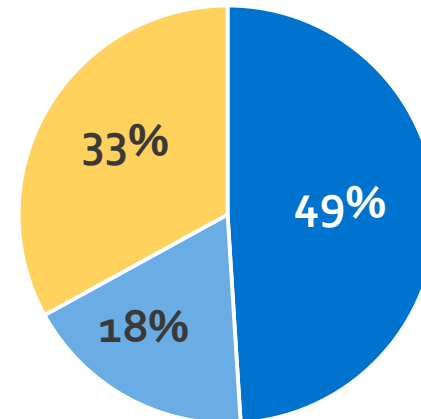


Housing Split

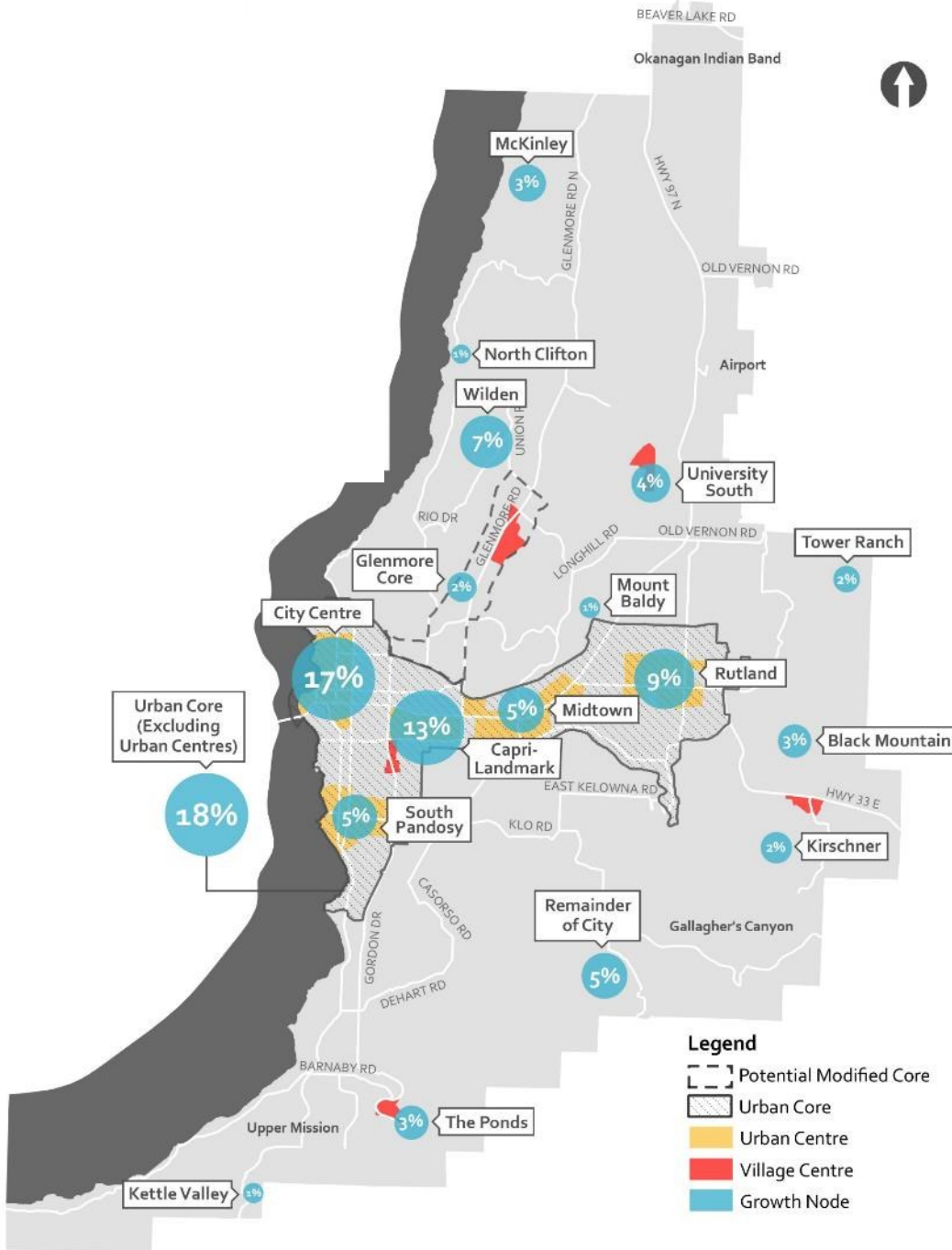


■ Single & Two Family ■ Multi-Family

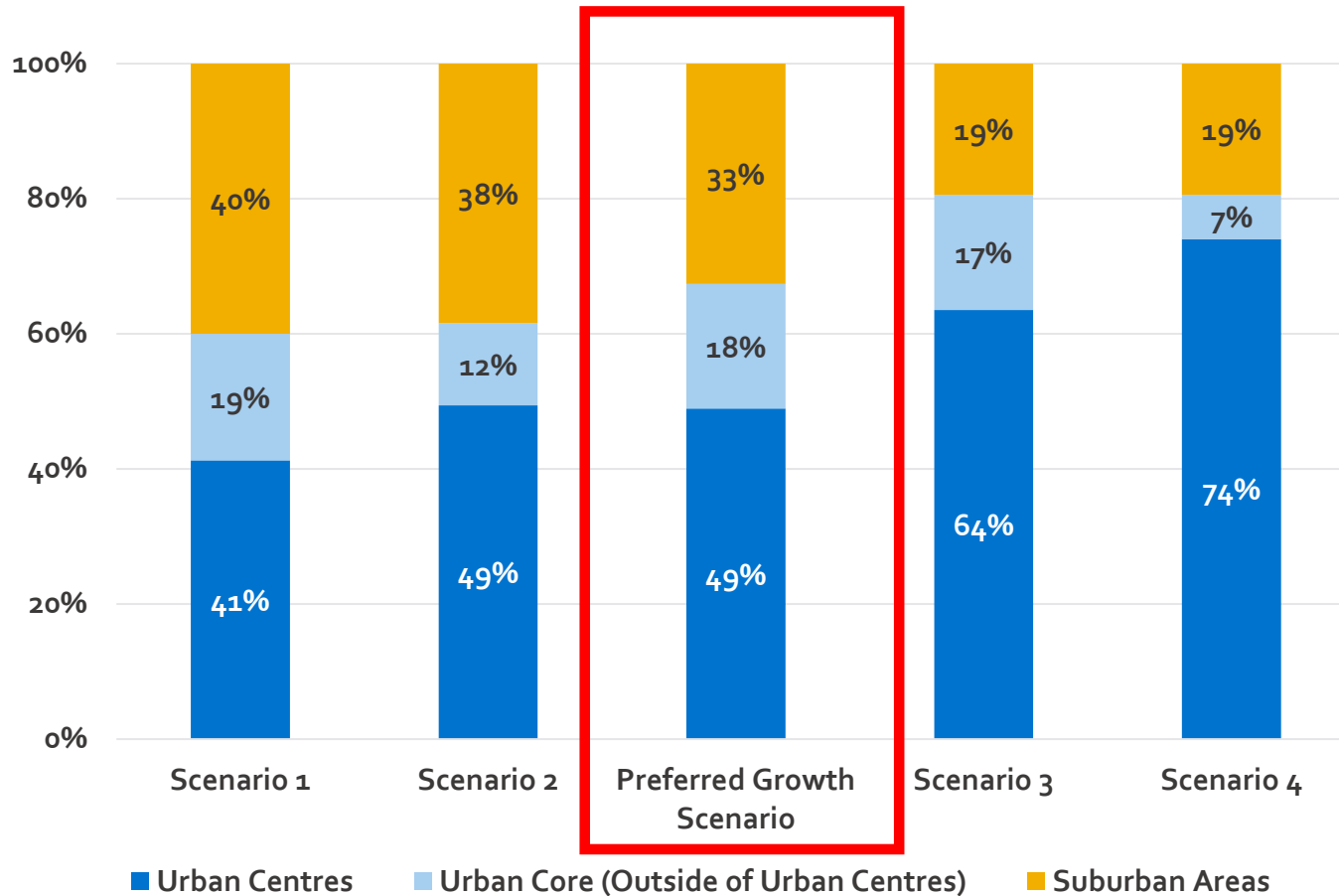
Location of Future Housing



■ Urban Centres
 ■ Urban Core (Remainder)
 ■ Suburban Areas



Distribution of Future Growth



From Vision to Plan



Preserve and protect our natural environment and agricultural areas

Emphasize convenient walking, cycling and transit access

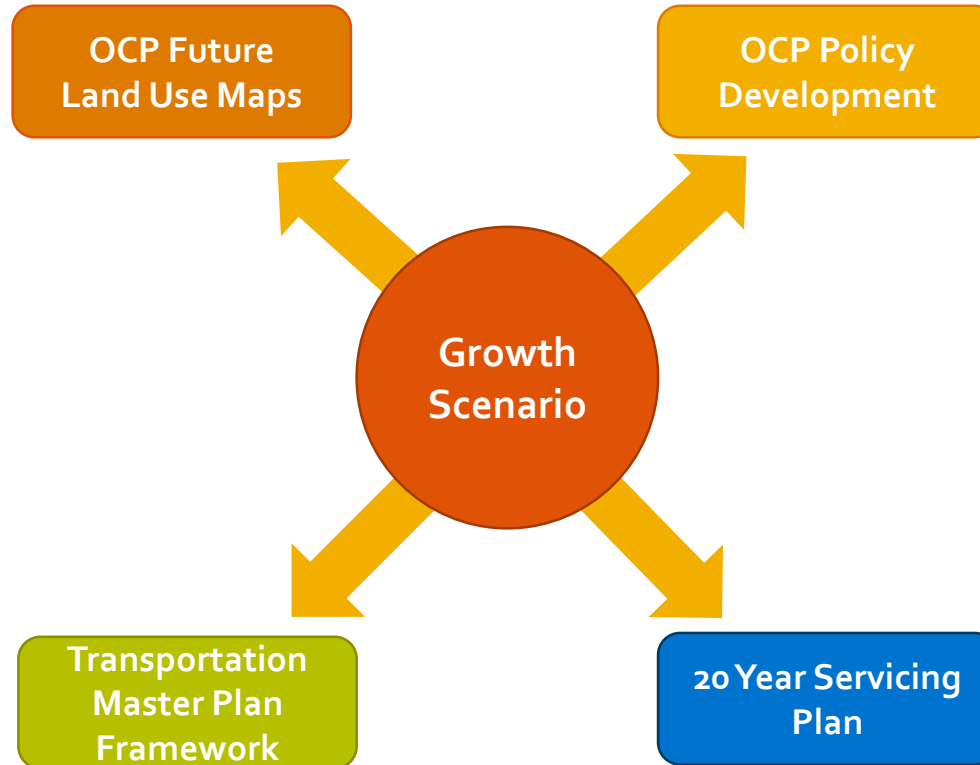


Integrate the theme of 'resiliency' to ensure our community can adapt and respond to uncertain future conditions.

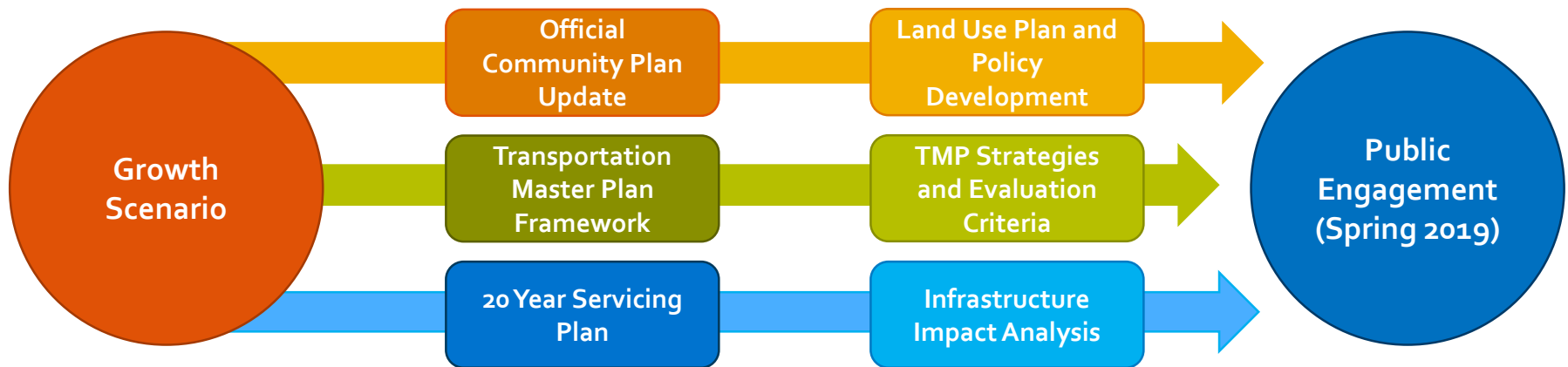
Promote a diversity of housing types

Deliver strategic infrastructure investments to maximize return on investment for infrastructure and ongoing maintenance costs

Growth Strategy Coordination



Growth Strategy Coordination







Questions?

Report to Council



Date: December 10, 2018
File: 0245-01
To: City Manager
From: Ryan Smith, Community Planning Manager
Subject: Development Application Fee Bylaw No.10560 Amendment - Sign Fees

Recommendation:

THAT Council receives, for information, the Report from the Community Planning Department Manager dated December 3, 2018 with respect to amendments to the Development Application Fees Bylaw;

AND THAT Bylaw No. 11233, being Amendment No. X to Development Application Fees Bylaw No. 10560 be advanced for reading considerations.

Purpose:

To amend Development Application Fees Bylaw No.10560 with updated signage fees.

Background:

In August of 2018, Council adopted Sign Bylaw No.11530. Part of the staff recommendation at this time included the following:

AND THAT Council directs Staff to amend Bylaw 10560, being the Development Applications Fees Bylaw with regard to sign fees.

AND THAT Council directs staff to bring forward a budget request for a Bylaw Officer position to support additional Sign Bylaw enforcement;

Bylaw Services has included the necessary budget request for the Bylaw Officer position in the 2019 budget. The fee bylaw amendment associated with this report includes the associated Development Application Fee Bylaw amendments to increase signage fees. Increased fees will help to cover the costs associated with administering Sign Permit process administration

reviews, and enforcement. The Temporary Portable Signage permit fees are structured to encourage shorter duration/intermittent use of this type of sign.

Legal/Statutory Authority:

Community Charter, Section 194(1).

Existing Policy/Bylaw:

Development Application Fees Bylaw No.10560.
Sign Bylaw No.11530.

Financial/Budgetary Considerations:

Signage permit fees have been updated to reflect the cost of reviewing applications and enforcing non-compliant property owners.

Communications Comments:

Staff will circulate the updated fee schedule to the local sign industry should Council authorize the proposed fee increases.

Considerations not applicable to this report:

External Agency/Public Comments:

Internal Circulation:

Personnel Implications:

Alternate Recommendation:

Legal/Statutory Procedural Requirements:

Submitted by:

R.Smith, Community Planning Manager

Approved for inclusion:



D.Edstrom, Divisional Director of Community Planning and Strategic Investments

cc: Financial Planning (GK)
Business Licensing (GW)
Bylaw Services (DG)

Schedule "A"

Development Application Fees – Table 3

FEES PURSUANT TO SIGN BYLAW NO. 11530

- All fees and charges include relevant provincial and federal taxes unless otherwise stated.
- Annual fee increases are permitted until this bylaw is further amended or replaced.
- The fees and charges as noted in Schedule A will increase by two percent (2%) on January 1 each year.
- All fees and charges shall be calculated to the nearest five (5) dollars.

Sign Category	Application Fee
Temporary Portable Signs	<p>For a period of 30 days or less: \$75.00</p> <p>For a period of 31 days to 60 days: \$175.00</p> <p>For a period of 61 days and 90 days: 350.00</p> <p>(Permits will not be issued for more than 90 days in a calendar year)</p>
All Signs (Excluding Temporary Portable Signs)	<p>\$75.00 Minimum plus \$10.00 for each square meter of sign area. For the purposes of fee calculation, sign areas involving a fraction of a square meter shall be calculated to the closest whole meter, and only one side of a two-sided sign shall be counted.</p>

Note: Sign permit fees are not refundable if the work authorized by the permit is not commenced.

CITY OF KELOWNA

BYLAW NO. 11706

Amendment No. 8 to Development Application Fees Bylaw No. 10560

The Municipal Council of the City of Kelowna, in open meeting assembled, enacts that the City of Kelowna Development Applications Fees Bylaw No. 10560 be amended as follows:

1. THAT **Schedule "A" - DEVELOPMENT APPLICATION FEES – TABLE 3 FEES PURSUANT TO SIGN BYLAW NO. 11530** be deleted that reads:

- All fees and charges include relevant provincial and federal taxes unless otherwise stated.
- Annual fee increases are permitted until this bylaw is further amended or replaced.
- The fees and charges as noted in Schedule A will increase by two percent (2%) on January 1 each year.
- All fees and charges shall be calculated to the nearest five (5) dollars.

Sign Category ⁶	Application Fee
Temporary Portable Signs	For a period of 30 days of less: \$30.00 per sign. For a period of 31 days to 60 days: \$40.00 per sign. For a period of 61 days and 90 days: \$50.00 per sign.
All Signs (Excluding temporary signs)	\$30.00 Minimum plus \$5.00 for each square meter of sign area. For the purposes of fee calculation, sign areas involving a fraction of a square meter shall be calculated to the closest whole meter, and only one side of a two-sided sign shall be counted.

⁶ Sign permit fees are not refundable if the work authorized by the permit is not commenced.

And replaced with a new **Schedule "A" - DEVELOPMENT APPLICATION FEES – TABLE 3 FEES PURSUANT TO SIGN BYLAW NO. 11530** section that reads as follows:

- All fees and charges include relevant provincial and federal taxes unless otherwise stated.
- Annual fee increases are permitted until this bylaw is further amended or replaced.
- The fees and charges as noted in Schedule A will increase by two percent (2%) on January 1 each year.
- All fees and charges shall be calculated to the nearest five (5) dollars.

Sign Category ⁶	Application Fee
Temporary Portable Signs	For a period of 30 days of less: \$75.00 For a period of 31 days to 60 days: \$175.00 For a period of 61 days and 90 days: \$350.00 (Permits will not be issued for more than 90 days in a calendar year)
All Signs (Excluding temporary signs)	\$75.00 Minimum plus \$10.00 for each square meter of sign area. For the purposes of fee calculation, sign areas involving a fraction of a square meter shall be calculated to the closest whole meter, and only one side of a two-sided sign shall be counted.

⁶ Sign permit fees are not refundable if the work authorized by the permit is not commenced.

BL11706 - page 2

2. This bylaw may be cited for all purposes as "Bylaw No. 11706, being Amendment No. 8 to Development Applications Fees Bylaw No.10560."
3. 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, 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: December 10, 2018
File: 1220-02
To: City Manager
From: Ross Soward, Planner Specialist
Subject: 1730 Richter Street Revitalization Tax Exemption Amended Agreement

Recommendation:

THAT Council authorize staff to amend the Revitalization Tax Exemption Agreement RTE18-0002 with 1017476 B.C. Ltd (Al Stober Construction Ltd) for Lot 1 Plan 92715 at 1730 Richter Street, Kelowna, BC, in the form attached to the report from the Planner Specialist, dated December 10, 2018;

AND THAT the Mayor and City Clerk be authorized to execute all documents necessary to complete this transaction.

Purpose:

To amend the Revitalization Tax Exemption (RTE) Agreement with 1017476 B.C. Ltd (Al Stober Construction Ltd) for purpose-built rental housing in accordance with Revitalization Tax Exemption Program Bylaw No. 9561.

Background:

On September 24, 2018 Council approved a 10-year Revitalization Tax Exemption Agreement with 1017476 B.C. Ltd (Al Stober Construction Ltd.) for rental housing in accordance with Revitalization Tax Exemption Program Bylaw No. 9561. The project at 1730 Richter Street is an 80-unit purpose-built market rental housing project within the Central Green development at Richter St. and Harvey Ave.

As part of the revitalization tax exemption agreement that Council approved in September 2018 the applicant estimated the occupancy date of October 2018 to allow for the exemption to begin in 2019. However, the construction of the project was delayed and the occupancy date has been pushed back several months. As a result, the term of the 10-year exemption therefore needs to be amended from 2019-2028 to 2020-2029. The amended revitalization tax exemption agreement requires several minor

amendments to reflect the updated occupancy date and revised term of exemption. All 80 units are still secured for purpose-built rental housing as per the rental housing agreement that is in place. The amended agreement also includes the agreement signed in September 2018 as an attachment and will serve as the complete agreement between the City of Kelowna and 1017476 B.C. Ltd (Al Stober Construction).

Internal Circulation:

Revenue Manager, Financial Services
Divisional Director, Community Planning & Real Estate
Manager, Long Range Policy Planning
Department Manager, Policy & Planning

Legal/Statutory Authority:

Revitalization Tax Exemption Program Bylaw No. 9561, 2006
Community Charter, Division, Section 226

Legal/Statutory Procedural Requirements:

The Revitalization Tax Exemption Bylaw No. 9561 supports municipal tax incentives for purpose-built rental housing when the vacancy rate for rental housing is at three per cent or lower.

Existing Policy:

Official Community Plan Bylaw No. 10500

Revitalization Tax Exemption Program Bylaw No. 9561 Policy 5.1.3

Submitted by: R. Soward, Planner Specialist

Approved for inclusion: J. Moore, Manager Long Range Policy & Planning

Attachments:

1. Schedule A - Revitalization Tax Exemption Amended Agreement

BL10566, BL10674 & BL11457 amended SCHEDULE "B" and BL10974 replaced SCHEDULE "B":

Amended RTE18-0002

SCHEDULE "B"
Revitalization Tax Exemption Agreement

THIS AGREEMENT dated for reference the 26th day of November, 2018 is

BETWEEN:

1017476 B.C. Ltd
1700-1631 Dickson Ave.
Kelowna, B.C
V1Y 0B5
(the "Owner")

AND:

CITY OF KELOWNA
1435 Water Street,
Kelowna, B.C.
V1Y 1J4

(the "City")

GIVEN THAT:

- A. The Owner is the registered owner in fee simple of lands in the City of Kelowna at 1730 Richter St. legally described as, Lot 1 Plan 92715 (the "Parcel");
- B. Council has established a revitalization tax exemption program and has included within the City of Kelowna Revitalization Tax Exemption Program Bylaw No. 9561, as amended, the designation of areas which include the Parcel as a revitalization area; and
- C. The City and the Owner entered into a revitalization tax exemption agreement dated September 24, 2018 (the "Existing Agreement") for the construction of new improvements *[or alter existing improvements]* on the Parcel as described in Appendix "A" attached to and forming part of this agreement (the "Project") and the parties have agreed to amend the Existing Agreement to reflect the provisions of City of Kelowna Revitalization Tax Exemption Program Bylaw No. 9561, as amended. For clarity, the continuing provisions of the Existing Agreement have been included in this agreement so that this agreement is the complete agreement between the parties;

THIS AGREEMENT is evidence that in consideration of the promises exchanged below, the Owner and the City covenant and agree each with the other as follows:

1. **The Project** – the Owner will use its best efforts to ensure that the Project is constructed, maintained, operated and used in a fashion that will be consistent with and will foster the objectives of the revitalization tax exemption program, as outlined in the City of Kelowna Revitalization Tax Exemption Program Bylaw No. 9561. Without limiting the generality of the foregoing, the Owner covenants to use its best efforts to ensure that:
 - a. the Project will provide 80 units of purpose-built rental units

2. **Operation and Maintenance of the Project** – throughout the term of this agreement, the Owner shall operate, repair and maintain the Project and will keep the Project in a state of good repair as a prudent Owner would do.
3. **Revitalization Amount** – In this agreement, “**Revitalization Amount**” means the municipal portion of property tax calculated in relation to the increase in the assessed value of improvements on the Parcel resulting from the construction of the Project as described in section 1;
4. **Revitalization Tax Exemption** – subject to fulfilment of the conditions set out in this agreement and in “City of Kelowna Revitalization Tax Exemption Program Bylaw No. 9561”, the City shall issue a revitalization tax exemption certificate (the “Tax Exemption Certificate”) to the British Columbia Assessment Authority entitling the Owner to a property tax exemption in respect of the property taxes due (not including local service taxes) in relation to the Revitalization Amount on the Parcel (the “Tax Exemption”) for the calendar year(s) set out in this agreement.
5. **Conditions** – the following conditions shall be fulfilled before the City will issue a Tax Exemption Certificate to the Owner in respect of the Project:
 - a. The Owner must have obtained a building permit from the City for the Project on or before June 30th, 2017;
 - b. The Owner must complete construction of the Project in a good and workmanlike fashion and in strict compliance with the building permit and the plans and specifications attached hereto as Appendix “A” and the Project must be officially opened for use as a *purpose-built rental housing development* (the “Exempt Use”) and for no other use, by no later than October 1, 2019;
 - c. The Owner must submit a copy of the Occupancy Permit and this Agreement to the City of Kelowna’s Revenue Branch before the City will issue the Tax Exemption Certificate.
 - d. The completed Project must substantially satisfy the performance criteria set out in Appendix “B” hereto, as determined by the City’s Urban Planning Manager or designate, in their sole discretion, acting reasonably.
6. **Calculation of Calculation of Revitalization Tax Exemption** – the amount of the Tax Exemption shall be equal to
 - a) For Purpose-Built Rental Housing Projects throughout the City, 100% of the Revitalization Amount on the Parcel where the project is subject to a Housing Agreement (for up to 10 years) and is in compliance with the OCP Future Land Use designation as at May 30, 2011. A tax incentive for rental housing will only be considered when the vacancy rate is at or below 3%.
7. **Term of Tax Exemption** – provided the requirements of this agreement, and of the City of Kelowna Revitalization Tax Exemption Program Bylaw No. 9561, are met the Tax Exemption shall be for the taxation years 2020 to 2029, inclusive.
8. **[deleted]**
9. **Compliance with Laws** – the Owner shall construct the Project and, at all times during the term of the Tax Exemption or any renewal term, use and occupy the Parcel and the Project in compliance with all statutes, laws, regulations and orders of any authority having jurisdiction and, without limiting the generality of the foregoing, all federal, provincial, or municipal laws or statutes or bylaws, including all the rules regulations policies guidelines criteria or the like made under or pursuant to any such laws.

10. **Effect of Stratification** – if the Owner stratifies the Parcel under the Strata Property Act, then the Tax Exemption shall be prorated among the strata lots in accordance with the unit entitlement of each strata lot for:
- a. the current and each subsequent tax year during the currency of this agreement if the strata plan is accepted for registration at the Land Title Office before May 1; or
 - b. for the next calendar year and each subsequent tax year during the currency of this agreement if the strata plan is accepted for registration at the Land Title Office after May 1;

so long as, if the Project is the subject of an operating agreement between the Owner and the Provincial Rental Housing Corporation, the Owner is in compliance with the operating agreement. The Owner agrees to provide written confirmation to the City regarding the Owner's compliance with the said operating agreement, satisfactory to the City, upon the City's reasonable inquiry.

11. **Cancellation** – the City may in its sole discretion cancel the Tax Exemption Certificate at any time:
- a. on the written request of the Owner; or
 - b. effective immediately upon delivery of a notice of cancellation to the Owner if at any time any of the conditions in the Tax Exemption Certificate are not met.
 - c. If the Owner is subject to an operating agreement with the Provincial Rental Housing Corporation and is not in compliance with the operating agreement.

If such cancellation occurs, the Owner of the Parcel for which the Tax Exemption Certificate was issued will remit to the City an amount equal to the value of any Tax Exemption received after the cancellation of the Tax Exemption Certificate.

12. **No Refund** – for greater certainty, under no circumstances will the Owner be entitled under the City's revitalization tax exemption program to any cash credit, any carry forward tax exemption credit or any refund for any property taxes paid.
13. **Notices** – any notice or other writing required or permitted to be given hereunder or for the purposes hereof to any party shall be sufficiently given if delivered by hand or posted on the Parcel, or if sent by prepaid registered mail (Express Post) or if transmitted by facsimile to such party:
- a. in the case of a notice to the City, at:

THE CITY OF KELOWNA
1435 Water Street,
Kelowna, B.C.
V1Y 1J4

Attention: Revenue Branch
Phone: 250-469-8542

- b. in the case of a notice to the Owner, at:

Al Stober Construction Ltd.
1700 – 1631 Dickson Avenue
Kelowna, B.C V1Y 0B5

Attention: Jason Kirychuck 250 763-4244

Or at such other address as the party to whom such notice or other writing is to be given shall have last notified the party giving the same.

14. **No Assignment** – the Owner shall not assign its interest in this agreement except to a subsequent owner in fee simple of the Parcel.
15. **Severance** – if any portion of this agreement is held invalid by a court of competent jurisdiction, the invalid portion shall be severed and the decision that it is invalid shall not affect the validity of the remainder of this agreement.
16. **Interpretation** – wherever the singular or masculine is used in this agreement, the same shall be construed as meaning the plural, the feminine or body corporate where the context or the parties thereto so require.
17. **Further Assurances** – the parties hereto shall execute and do all such further deeds, acts, things and assurances that may be reasonably required to carry out the intent of this agreement.
18. **Waiver** – waiver by the City of a default by the Owner shall be in writing and shall not be deemed to be a waiver of any subsequent or other default.
19. **Powers Preserved** – this agreement does not:
 - a. Affect or limit the discretion, rights or powers of the City under any enactment or at common law, including in relation to the use or subdivision of the Parcel;
 - b. Affect or limit any enactment relating to the use or subdivision of the Parcel; or
 - c. Relieve the Owner from complying with any enactment, including in relation to the use or subdivision of the Parcel and without limitation shall not confer directly or indirectly any exemption or right of set-off from development cost charges, connection charges, application fees, user fees or other rates, levies or charges payable under any bylaw of the City.
20. **Reference** – every reference to each party is deemed to include the heirs, executors, administrators, personal representatives, successors, assigns, servants, employees, agents, contractors, officers, licensees and invitees of such party, wherever the context so requires or allows.
21. **Enurement** – this agreement shall ensure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.
22. Any construction of a new improvement or alteration of an existing improvement undertaken prior to the application for a Revitalization Tax Exemption will not be eligible for consideration
23. The maximum Revitalization Tax Exemption authorized under City of Kelowna Revitalization Tax Exemption Program Bylaw No. 9561, as amended must not exceed the Revitalization Amount on the Parcel between:
 - a. the calendar year before the construction or alteration began, as outlined under Section 1 of this agreement; and
 - a. the calendar year in which the construction or alteration, as outlined under Section 1 of this agreement, is completed.
24. The parcel's assessed value of improvements must not be reduced below the amount assessed in the calendar year prior to construction or alteration, as a result of the Revitalization Tax Exemption.

25. This agreement takes effect as of the date and year first above written. To the extent that there is any conflict between the terms and conditions of this agreement and those of the Existing Agreement, the terms and conditions of this agreement shall prevail.


IN WITNESS WHEREOF the parties hereto have executed this agreement as of the day and year first above written.

Executed by the CITY OF KELOWNA by
Its authorized signatories:

Mayor

City Clerk

Executed by 1017476 B.C. Ltd (Al Stober Construction Ltd.) by its
Authorized signatories:



Name: KELLY LAWRIE, CPA.

Name:
Appendix "A": Plans and Specifications
Appendix "B": Performance Criteria

BL11269 & BL11457 amended SCHEDULE "C"

Schedule "C"

Tax Exemption Certificate

In accordance with the City of Kelowna Revitalization Tax Exemption Program Bylaw No. 9561 (the "Bylaw"), and in accordance with a Revitalization Tax Exemption Agreement dated for reference the 26th day of November, 2018 (the "Agreement") entered into between the City of Kelowna (the "City") and 1017476 B.C. Ltd. (the "Owner"), the registered owner(s) of Lot 1 Plan 92715 (the "Parcel");

This certificate certifies that the Parcel is subject to a Revitalization Tax Exemption, for each of the taxation years 2020 to 2029 inclusive, equal to:

1. Purpose-Built Rental Housing Project, 100% of the Revitalization Amount attributed to Building Permit No BP 55922 between 2016 (the calendar year before the commencement of construction of the project) and 2019 (the calendar year in which the Revitalization Tax Exemption Certificate is issued).

Any construction of a new improvement or alteration of an existing improvement, on the Parcel described above, undertaken prior to the application for a Revitalization Tax Exemption will not be eligible for consideration;

The maximum Revitalization Tax Exemption authorized must not exceed the increase in the assessed value of improvements on the property resulting from the construction or alterations attributed to Building Permit No BP 55922 between 2016 (the calendar year before the commencement of construction of the project) and 2019 (the calendar year in which the Revitalization Tax Exemption Certificate is issued);

The Property's assessed value of improvements must not be reduced below the amount assessed in the calendar year prior to construction or alteration, as a result of the Revitalization Tax Exemption.

The Revitalization Tax Exemption is provided under the following conditions:

1. The Owner does not breach any term, condition or provision of, and performs all obligations set out in, the Agreement and the Bylaw;
2. The Owner has not sold all or any portion of his or her equitable or legal fee simple interest in the Parcel without the transferee taking an assignment of the Agreement, and agreeing to be bound by it;
3. The Owner, or a successor in title to the Owner, has not allowed the property taxes for the Parcel to go into arrears or to become delinquent;
4. The Exempt Use (as defined in the Agreement) of the Project is not discontinued.

If the Owner is subject to an operating agreement with the Provincial Rental Housing Corporation, it must be in compliance with the terms of the operating agreement with the Provincial Rental Housing Corporation.

If any of these conditions are not met then the Council of the City of Kelowna may cancel this Revitalization Tax Exemption Certificate. If such cancellation occurs, the Owner of the Parcel, or a successor in title to the Owner as the case may be, shall remit to the City an amount equal to the value of the exemption received after the date of the cancellation of the certificate.



Al Stober
Construction Ltd.

m + m 

CG building F

march 22, 2018

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"Appendix B"

PURPOSE-BUILT RENTAL HOUSING AGREEMENT

THIS AGREEMENT dated for reference October 5, 2018 affects:

LEGAL DESCRIPTION OF PROPERTY SUBJECT TO THE AGREEMENT:

LOT 1 PLAN 92715

("Land")

And is

BETWEEN: 1017476 BC Ltd.
1700 – 1681 DICKSON AVE.
KELOWNA, BC V1Y 0B5

("Owner")

AND:

CITY OF KELOWNA, a local government incorporated pursuant to the *Community Charter* and having its offices at 1435 Water Street, Kelowna, B.C. V1Y 1J4

("City")

GIVEN THAT:

- A. The Owner has applied to the City for rezoning of the Lands to permit the construction of a housing complex that will include purpose-built rental housing units, as defined in this Agreement, on certain lands more particularly described in this Agreement;
- B. The City may, pursuant to section 483 of the *Local Government Act*, enter into an agreement with an owner of land that includes terms and conditions regarding the occupancy, tenure, and availability of the housing units on the land or construction on land;
- C. The Owner and the City wish to enter into this Agreement to provide for purpose-built rental housing on the terms and conditions set out in this Agreement, and agree that this Agreement is a housing agreement under s. 483 of the *Local Government Act*; and
- D. The City has, by bylaw, authorized the execution of this Agreement and the Owner has duly authorized the execution of this Agreement;

This Agreement is evidence that in consideration of \$1.00 paid by the City to the Owner (the receipt of which is acknowledged by the Owner) and in consideration of the promises exchanged below, the City and Owner agree, as a housing agreement between the Owner and the City under s. 483 of the *Local Government Act*, as follows:

**ARTICLE 1
INTERPRETATION**

1.1 Definitions -

"Caregiver" means an individual who provides assistance with the performance of the personal functions and activities necessary for daily living that a person is unable to perform efficiently for himself or herself;

"City" means the City of Kelowna;

"Dwelling Unit" means accommodation providing sleeping rooms, washrooms, and no more than one kitchen, intended for domestic use, and used or intended to be used permanently or semi-permanently for a Household. This use does not include a room in a hotel or a motel.

"Household" means

- (a) a person;
- (b) two or more persons related by blood, marriage, or adoption; or associated through foster care, all living together in one dwelling unit as a single household using common cooking facilities;
- (c) a group of not more than five persons, including boarders, who are not related by blood, marriage, or adoption, or associated through foster care, all living together in one dwelling unit as a single household using common cooking facilities; or
- (d) a combination of (b) and (c), provided that the combined total does not include more than 3 persons unrelated by blood, marriage or adoption or associated through foster care; all living together in one dwelling unit as a single household using common cooking facilities.

In addition, a household may also include up to one Caregiver or nanny;

"Land" means the land described herein;

"LTO" means the Kamloops Land Title Office or its successor;

"Official Community Plan" means the City of Kelowna Official Community Plan Bylaw No. 10500, or its successor bylaw;

"Owner" means the registered owner of the Lands from time to time and any parcels into which the Lands are subdivided;

"Purpose-Built Rental Housing" means a Dwelling Unit that is intended to be used for rental housing; and

"Tenancy Agreement" means a tenancy agreement as defined in, and subject to, the *Residential Tenancy Act*.

1.2 Interpretation - In this Agreement:

- (a) reference to the singular includes a reference to the plural, and vice versa, unless the context requires otherwise;
- (b) article and section headings have been inserted for ease of reference only and are not to be used in interpreting this Agreement;
- (c) reference to a particular numbered section or article, or to a particular lettered Schedule, is a reference to the correspondingly numbered or lettered article, section or Schedule of this Agreement;
- (d) if a word or expression is defined in this Agreement, other parts of speech and grammatical forms of the same word or expression have corresponding meanings;
- (e) the word "enactment" has the meaning given in the *Interpretation Act* on the reference date of this Agreement;
- (f) reference to any enactment includes any regulations, orders or directives made under the authority of that enactment;
- (g) reference to any enactment is a reference to that enactment as consolidated, revised, amended, re-enacted or replaced, unless otherwise expressly provided;
- (h) the provisions of s. 25 of the *Interpretation Act* with respect to the calculation of time apply;
- (i) time is of the essence;
- (j) all provisions are to be interpreted as always speaking;
- (k) reference to a "party" is a reference to a party to this Agreement and to their respective successors, assigns, trustees, administrators and receivers;
- (l) reference to a "day", "month", "quarter" or "year" is a reference to a calendar day, calendar month, calendar quarter or calendar year, as the case may be, unless otherwise expressly provided;
- (m) the definitions given in the City of Kelowna Zoning Bylaw No. 8000, or its successor bylaw, and the Official Community Plan apply for the purposes of this Agreement; and
- (n) any act, decision, determination, consideration, consent or exercise of discretion by a party, or other person, as provided in this Agreement will be performed, made or exercised acting reasonably.

1.3 Purpose of Agreement - The Owner and the City agree that:

- (a) this Agreement is intended to serve the public interest by providing for occupancy of a certain number of Dwelling Units, of the kinds provided for in this Agreement, that are in demand in the City of Kelowna but that are not readily available;
- (b) damages are not an adequate remedy to the City in respect of any breach of this Agreement by the Owner, such that the Owner agrees the City should be entitled to an order for specific

performance, injunction or other specific relief respecting any breach of this Agreement by the Owner.

**ARTICLE 2
HOUSING AGREEMENT AND LAND USE RESTRICTIONS**

2.1 Land Use Restrictions - The Owner and the City hereby covenant and agree as follows:

- (a) The Land will be used only in accordance with this Agreement;
- (b) The Owner will design, construct and maintain one or more buildings providing 80 Dwelling Units as Purpose-Built Rental Housing
- (c) The Owner acknowledges that the City will not support applications to stratify the building(s) on the Land, thereby allowing the identified Purpose-Built Rental Housing Dwelling Units to be sold independently of each other, for a period of ten (10) years from the date of this Agreement.

**ARTICLE 3
HOUSING AGREEMENT AND TRANSFER RESTRICTIONS**

3.1 Purchaser Qualifications - The City and the Owner agree as follows:

- (a) the Owner will not sell or transfer, or agree to sell or transfer, any interest in any building containing Purpose-Built Rental Housing Dwelling Units on the Land other than a full interest in the fee simple title to an agency or individual that will continue to ensure that the Purpose-Built Rental Housing Dwelling Units are available in accordance with this Agreement.

3.2 Use and Occupancy of Purpose-Built Rental Housing Dwelling Unit - The Owner agrees with the City as follows:

- (a) the Owner will rent or lease each Purpose-Built Rental Housing Dwelling Unit on the Land in accordance with the *Residential Tenancy Act*, and in no event may the Owner itself occupy a Purpose-Built Rental Housing Dwelling Unit or use the Purpose-Built Rental Housing Dwelling Unit for short-term vacation accommodation; and
- (b) the Owner will deliver a copy of the Tenancy Agreement for each Purpose-Built Rental Housing Dwelling Unit to the City upon demand.

**ARTICLE 4
GENERAL**

4.1 Notice of Housing Agreement - For clarity, the Owner acknowledges and agrees that:

- (a) this Agreement constitutes a housing agreement entered into under s. 483 of the *Local Government Act*;
- (b) the City is requiring the Owner to file a notice of housing agreement in the LTO against title to the Land;
- (c) once such a notice is filed, this Agreement binds all persons who acquire an interest in the Land;
- (d) in the event the parties agree to release this Agreement from the title of the Land, which may not occur before the tenth (10th) anniversary of the date of this Agreement, the Owner will repay the City for 100% of the amount of the rental grant received from the City. Such repaid funds will be directed to the City's Housing Opportunities Reserve Fund.

4.2 No Effect On Laws or Powers - This Agreement does not

- (a) affect or limit the discretion, rights, duties or powers of the City under any enactment or at common law, including in relation to the use or subdivision of land,
- (b) impose on the City any legal duty or obligation, including any duty of care or contractual or other legal duty or obligation, to enforce this Agreement,
- (c) affect or limit any enactment relating to the use or subdivision of land, or
- (d) relieve the Owner from complying with any enactment, including in relation to the use or subdivision of land.

4.3 Management – The Owner covenants and agrees that it will furnish good and efficient management of the Dwelling Units and will permit representatives of the City to inspect the Dwelling Units at any reasonable time, subject to the notice provisions of the *Residential Tenancy Act*. The Owner further covenants and agrees that it will maintain the Dwelling Units in a satisfactory state of repair and fit for habitation and will comply with all laws, including health and safety standards applicable to the Land. Notwithstanding the foregoing, the Owner acknowledges and agrees that the City, in its absolute discretion, may require the Owner, at the Owner's expense, to hire a person or company with the skill and expertise to manage the Dwelling Units.

4.4 Notice - Any notice which may be or is required to be given under this Agreement will be in writing and either be delivered or sent by facsimile transmission. Any notice which is delivered is to be considered to have been given on the first day after it is dispatched for delivery. Any notice which is sent by fax transmission is to be considered to have been given on the first business day after it is sent. If a party changes its address or facsimile number, or both, it will promptly give notice of its new address or facsimile number, or both, to the other party as provided in this section.

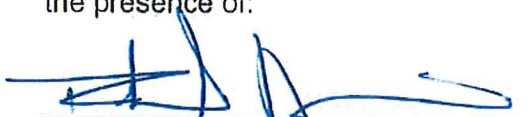
4.5 Agreement Runs With the Land - Every obligation and covenant of the Owner in this Agreement constitutes both a contractual obligation and a covenant granted by the Owner to the City in respect of the Land and this Agreement burdens the Land and runs with it and binds the Owner's successors in title and binds every parcel into which it is consolidated or subdivided by any means, including by subdivision or by strata plan under the *Strata Property Act*.

4.6 Limitation on Owner's Obligations - The Owner is only liable for breaches of this Agreement that occur while the Owner is the registered owner of the Land.

- 4.7 Release** – The Owner by this Agreement releases and forever discharges the City and each of its elected officials, officers, directors, employees and agents, and its and their heirs, executors, administrators, personal representatives, successors, and assigns, from and against all claims, demands, damages, actions, or causes of action by reason of or arising out of advice or direction respecting the ownership, lease, operation or management of the Land or the Dwelling Units which has been or at any time after the commencement of this Agreement may be given to the Owner by all or any of them. This clause will survive the termination of this Agreement.
- 4.8 Joint Venture** – Nothing in this Agreement will constitute the Owner as the agent, joint venturer, or partner of the City or give the Owner any authority to bind the City in any way.
- 4.9 Waiver** - An alleged waiver of any breach of this Agreement is effective only if it is an express waiver in writing of the breach. A waiver of a breach of this Agreement does not operate as a waiver of any other breach of this Agreement.
- 4.10 Further Acts** - The Owner will do everything reasonably necessary to give effect to the intent of this Agreement, including execution of further instruments.
- 4.11 Severance** - If any part of this Agreement is held to be invalid, illegal or unenforceable by a court having the jurisdiction to do so, that part is to be considered to have been severed from the rest of this Agreement and the rest of this Agreement remains in force unaffected by that holding or by the severance of that part.
- 4.12 Equitable Remedies** – The Owner acknowledges and agrees that damages would be an inadequate remedy for the City for breach of this Agreement and that the public interest strongly favours specific performance, injunctive relief (mandatory or otherwise), or other equitable relief, as the only adequate remedy for a default under this Agreement.
- 4.13 No Other Agreements** - This Agreement is the entire agreement between the parties regarding its subject and it terminates and supersedes all other agreements and arrangements regarding its subject.
- 4.14 Amendment** - This Agreement may be discharged, amended or affected only by an instrument duly executed by both the Owner and the City.
- 4.15 Enurement** - This Agreement binds the parties to it and their respective successors, heirs, executors and administrators. Reference in this Agreement to the "City" is a reference also to the elected and appointed officials, employees and agents of the City.
- 4.16 Deed and Contract** - By executing and delivering this Agreement each of the parties intends to create both a contract and a deed executed and delivered under seal.

IN WITNESS WHEREOF the parties hereunto have executed this Agreement on the date and year first above written.

SIGNED, SEALED & DELIVERED in the presence of:


Signature of Witness

BOB DAGENAIS
Print Name

1700 – 1631 Dickson Ave., Kelowna
Address

Project Development Manager
Occupation

“OWNER”
by its authorized signatories:



HARRY ISSLER, GENERAL MANAGER
Print Name:

Print Name:

SIGNED, SEALED & DELIVERED in the presence of:


Signature of Witness

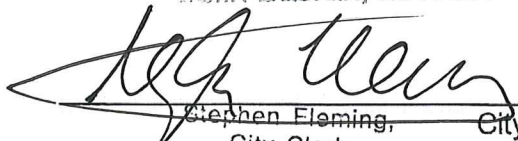
Print Name

Address

Occupation

CITY OF KELOWNA
by its authorized signatories:


Colin Basran, MAYOR Mayor


Stephen Fleming, City Clerk

2018-10-05

SUZANNE MARIE WOODS
A COMMISSIONER FOR TAKING
AFFIDAVITS FOR BRITISH COLUMBIA
1435 WATER STREET, KELOWNA, BC V1Y 1J4
Order No. 2016-1153
Expiry Date: 2019-10-31

Report to Council



Date: December 10, 2018
File: 0710-40
To: City Manager
From: Ross Soward, Planner Specialist
Subject: 726 Clement – Rental Housing Grant Extension

Recommendation:

THAT Council receives the report from the Planner Specialist, dated December 10, 2018 regarding a rental housing grant extension;

AND THAT Council approves the final extension on the Rental Housing Grant for PC Urban rental project at 726 Clement Ave as identified in the report from the Planner Specialist, dated December 10, 2018;

AND THAT Council approves a budget amendment to the 2019 Financial Plan for funding of \$53,063 from the Housing Opportunities Reserve for the deferred rental housing grant.

Purpose:

To consider the extension of a 2017 rental housing grant for the PC Urban purpose-built rental project at 726 Clement Ave due to delays.

Background:

On January 30, 2017 Council approved eleven rental housing projects for the 2017 Rental Housing Grants intake. One of the projects that was approved was a 164-unit purpose-built rental project at 726 Clement Ave. The project received council approval for a rental housing grant of \$53,063 to offset the anticipated \$2.4 million in Development Cost Charges (DCCs) for the project. The project had applied for the funding very early in the development application process and subsequently ran into delays in securing the rezoning and OCP amendments required to move forward with purpose-built rental housing on the site.

The project applied for and received a one-year extension for 2018. However, based on the delays associated with the road dedication, a further extension has been requested. Given the importance of adding new purpose-built rental housing in Kelowna, staff are recommending the rental housing grant be extended for a final time to April 5, 2019. Should the grant not be used in that time, it will remain in the Housing Opportunities Reserve Fund and will become available to fund other affordable housing priorities.

Internal Circulation:

Divisional Director, Community Planning and Real Estate
Manager, Long Range Policy Planning
Manager, Urban Planning
Department Manager, Policy & Planning
Budget Supervisor

Legal/Statutory Authority:

Local Government Act, Section 563

Legal/Statutory Procedural Requirements:

Housing Opportunities Reserve Fund By-law No. 8593

Existing Policy:

2030 Official Community Plan

Objective 10.3 Support the creation of affordable and safe rental, non-market and /or special needs housing

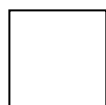
Council Policy no. 355 – Rental Housing Grants

Financial/Budgetary Considerations:

2019 Budget Amendment

The Housing Opportunities Reserve will fund the deferred Rental Housing grant. A Budget Amendment must be processed within work order 1070-16 for the value of \$53,063. The proponent will redeem the grant at the time of Development Cost Charge payment.

Approved for inclusion:



James Moore, Manager of Long Range Policy Planning

Submitted by: R. Soward, Planner Specialist

Report to Council



Date: Dec 10th, 2018
File: 0610-01
To: City Manager
From: Greg Wise, Business Licencing Manager
Subject: Proposed Cannabis Retail and Cannabis Related Business Licence Bylaw regulations

Recommendation:

THAT Council receives, for information, the report from the Business Licencing Manager dated December 10th, 2018 with respect to proposed draft regulations for the development of a Cannabis Retail and Cannabis Related Business Licence Bylaw.

AND THAT Council directs Staff to bring forward Business Licence Bylaw amendments in line with the report from the Business Licencing Manager dated December 10th, 2018;

AND THAT Council directs Staff to bring forward Bylaw Text amendments for the Medical Marihuana Producer Business Licence and Regulation Bylaw No. 10920 as outlined in the report from the Business Licencing Manager dated December 10th, 2018.

Purpose:

To consider proposed licencing regulations and fees for Cannabis Retail Sales and Cannabis Related Businesses within the City of Kelowna and proposed updates to the existing Medical Marihuana Producer Business Licence and Regulation Bylaw No. 10920.

Background:

Staff are proposing new licence regulations for Cannabis Retail sales and Cannabis Related businesses in the City under the guiding principles of protecting youth, supporting community standards, and encouraging business development. This report attempts to provide clarity on the changing cannabis business climate and follows recent zoning updates for Non-Medical Retail Cannabis brought forward earlier this fall, which involved public and stakeholder feedback. Cannabis legalization is a complex process that involves coordination between all three levels of government. The Cannabis industry has experienced a significant change over the past five years with new federal and provincial regulations.

Municipalities around the Province are currently in process of responding to these new Senior Government regulations and its community impacts.

Federal Role:

Non-Medical Cannabis

On Oct 17, 2018, the Federal Government legalized the sale and consumption of non-medical cannabis in Canada subject to specific regulation and provincial or territorial restrictions. The implementation of the new Federal Cannabis Act and associated Regulations has now given the Provinces and Territories legal authority to regulate non-medical Cannabis sale and consumption.

Medical Cannabis

Medical Cannabis will continue to be sold online by federally licensed commercial producers, or accessed for personal medical reasons through Health Canada personal production licenses or designated producer licenses only. Under the Cannabis Act and associated regulations, new classes of production licences have recently been created such as "Micro-Cultivation" and "Nursery" among several others. The Federal Government has committed to conducting a full review of the medical cannabis system in five years' time.

Provincial Role:

Non-Medical Cannabis

The Provincial Government has recently developed a new regime to licence and oversee the distribution and sale of non-medical cannabis and to regulate cannabis consumption subject to conditions under the Cannabis Distribution Act and the Cannabis Control and Licensing Act.

The Cannabis Distribution Act (CDA) assigns the Liquor Distribution Branch as the wholesale distributor of non-medical cannabis in B.C. and will run provincial cannabis retail stores.

The Cannabis Control and Licensing Act (CCLA) is guided by the Province's priorities of protecting children and youth, promoting health and safety, keeping the criminal element out of cannabis, keeping B.C. roads safe, and supporting economic development.

The CCLA Act among other regulations:

- Establishes a private/Gov't cannabis retail licensing regime similar to the current licensing regime for liquor;
- Sets 19yrs as the provincial minimum age to purchase or sell or consume cannabis
- Allows adults to possess up to 30 grams of cannabis in a public place;
- Prohibits cannabis smoking and vaping everywhere tobacco smoking and vaping are prohibited,
- Authorizes adults to grow up to four cannabis plants per household, but plants may not be visible from public spaces off the property;
- Bans home cultivation in homes used as day-cares;
- Provides enforcement authority to deal with illegal sales;

Municipal Role:

With the creation of a new Provincial model for the distribution and sale of non-medical cannabis, municipalities have been given the authority to either prohibit, or allow cannabis retail sales through use of their zoning and licencing authorities. With community and stakeholder input, the City has chosen to licence and regulate cannabis retail sales. The proposed business license regulations are intended to provide oversight relating to public health and safety, nuisance mitigation and ensure correct zoning and Provincial license approvals are met. In addition, the Province will not issue a license to sell non-medical cannabis without support from the Municipality.

Medical Cannabis Production

In Kelowna, medical cannabis production will continue to be regulated under the existing Medical Marihuana Producer Business License and Regulation Bylaw No. 10920. Staff are seeking Council direction to amend this bylaw in early 2019 with updates to reflect changes that align with the new federal legislation and regulations. These amendments will include new production, cultivation and analytical lab categories along with an amendment to update their requirements and associated licence fees.

Non-Medical Cannabis Production - Home

Adults are now allowed to possess restricted amounts of cannabis in public (up to 30 grams) and grow cannabis in their personal homes. Landlords and strata councils can further restrict or prohibit growing non-medical cannabis on their properties. Staff recommend that no licensing of personal recreational cannabis production be considered at this time as this activity is intended for personal use. Anyone found selling product not regulated by the Provincial retail model can face criminal prosecution.

Non-medical Cannabis Retail Sale

Specified commercial zones and select industrial zones have been approved by the City for cannabis retail sales under recent updates to Zoning Bylaw 8000. Included within the proposed Cannabis Retail and Cannabis Related Business License Bylaw are regulations for several categories of Cannabis Businesses that may operate within the City.

Proposed Regulations:

Staff propose the following four Cannabis Business Licence types:

1) "Cannabis Counselling Establishment"

Means an establishment that provides counselling on cannabis and its use by persons who are/or are not medical professionals to prospective clients.

“Cannabis Counselling Establishment”

Proposed Requirements:

- Must meet Zoning allowance for Health Services establishments.
- Consumption of cannabis must not occur in/on premises.
- Operators must not allow persons under the age of 19yrs to enter into/onto the premises.
- Retail sale of cannabis and cannabis derivative products is prohibited in the zone.
- Retail of cannabis paraphernalia and accessories may occur within premises and require a Retail Store (cannabis accessory sales) license.
- No other business category is to operate within the premises other than outlined in the Bylaw.
- The business name cannot imply an association with another business other than an associated Counselling establishment. This applies to signs, trademarks and any type of branding.
- Signage must include the name of the establishment. A business’s name cannot mislead the public about what kind of business it operates. Signage cannot include any pictures, images or symbols that imply the sale of medical cannabis or “apothecary” or “pharmacy”, “medicines”, “drugs”, “drug store”, “dispensary”, or any other words of similar meaning that imply licensing under the Pharmacy Operations and Drug Scheduling Act.

2) **“Cannabis-Related business”**

Means a business that provides any Cannabis-related services not captured in this bylaw that may relate to promotion, usage, accessories, or assisting with federal and provincial regulation navigation to prospective clients (does not include any production or cultivation of cannabis or cannabis derivatives or the testing and analytical assessment of cannabis)

Proposed Requirements:

- Must meet Zoning allowance associated to the business category type.
- Sale of cannabis and cannabis derivatives or edible products is prohibited.
- Operators must ensure consumption of cannabis does not occur in/on premises.
- The business name cannot imply an association with another business type other than an alternate location. This applies to signs, trademarks and any type of branding.
- Signage must include the name of the business. A business’s name cannot mislead the public about what kind of business it operates. Signage cannot include any pictures, images or symbols that imply the sale of medical cannabis or “apothecary” or “pharmacy”, “medicines”, “drugs”, “drug store”, “dispensary”, or any other words of similar meaning that imply licensing under the Pharmacy Operations and Drug Scheduling Act.

3) **“Retail Cannabis Sales Establishment”**

Means an establishment that displays, sells, or offers for sale cannabis, cannabis oils, cannabis seeds, and must have a provincial retail cannabis license.

“Retail Cannabis Sales Establishment”

Proposed Requirements:

- Obtain sub-zoning approval by Council for the proposed retail location as per regulations amended in Zoning Bylaw No. 8000 in September of 2018.
- Obtain a Cannabis Retail License from the Province of B.C. associated to the proposed legal address (location) under the business named in the Retail licence application.
- Provide proof of ownership or lease agreement for the proposed business location or approval of property use arrangement in place (Example sublease or lease in the name of one of the applicant’s business partners)
- Must provide other documentation consistent with Provincial Licencing requirements such as security screening for owner(s)/staff, building security requirements, signage, window screening, interior layout and other associated documentation.
- Must operate as a stand-alone business not in association to another business.
- A licensee must not sell other forms of cannabis such as edibles other than as per category description.
- May sell accessories as defined by the federal *Cannabis Act*, such as rolling papers or wraps, holders, pipes, water pipes, bongs and vaporizers. The sale of vape e-juice, e-liquid, or e-substance is not allowed.
- Operators must ensure consumption of cannabis does not occur in/on premises.
- No drive through sales permitted.
- On line sales not permitted (B.C. Gov’t retail establishments only)
- Delivery service not permitted or allowed in association with store as per Provincial requirements.

4) “Retail Store (Cannabis accessory sales) Establishment”

Means a Business where cannabis related goods, merchandise and other cannabis promotional material are offered for sale at retail to the general public and includes limited on-site storage to support that store’s operations. Typical products to include accessories as defined by the federal *Cannabis Act*, such as rolling papers or wraps, holders, pipes, water pipes, bongs and vaporizers.

Proposed Requirements:

- Must meet Zoning allowance for Retail Store establishment.
- Retail sale of cannabis and cannabis derivative products is prohibited in the zone.
- Operators must ensure consumption of cannabis does not occur in/on premises.
- Operators must not allow persons under the age of 19yrs to enter into/onto the premises.
- Signage must include the name of the store. A store’s name cannot mislead the public about what kind of business it operates. Signage cannot include any pictures, images or symbols that imply the sale of medical cannabis or “apothecary” or “pharmacy”, “medicines”, “drugs”, “drug store”, “dispensary”, or any other words of similar meaning that imply licensing under the Pharmacy Operations and Drug Scheduling Act.

Capacity / Enforcement

As with other levels of government, the City of Kelowna will need to increase or create staff capacity to address matters arising from cannabis retail sales, licensing and consumption. Proposed licencing fees will focus on a cost recovery model and support resources necessary to address application intake and review, operational inspections and ensure regulation compliance annually.

Licensing Fees

With Cannabis taxation revenue sharing between the Province and its Municipal Governments unknown currently at this time, Staff have set a comprehensive proposed licence fee schedule to address community impacts arising from the development of a cannabis retail sales process, the review of each application, its licensing approvals, and to help offset projected community enforcement impacts of consumption. Staff recommend a review of licence fees and general community impact from non-medical cannabis legalization be undertaken in two years' time after which any necessary adjustments may be made.

A chart of Licencing fees from various municipalities is included for comparison review below.

Municipality	Initial Retail Cannabis Licence Fee	Renewal Fee	Additional Fees	
Kelowna	\$9,465.00	\$8,000.00	(\$9,450.00)	One time zoning application fee
Vancouver	\$ 30,000.00	\$30,000.00	\$1,000.00	Compassion club licence fee
Victoria	\$5,000.00	\$5,000.00		
Nelson	\$20,000.00	\$20,000.00		
Kamloops	\$5,000.00	\$5,000.00	\$1,600.00	Retail licence fee
Vernon	\$5,000.00	\$2,000.00		
Penticton	\$5,000.00	\$5,000.00		
West Kelowna	In development	In development		
Peachland	Prohibited	Prohibited		
Squamish	\$5,000.00	\$5,000.00		
New West	\$2,698.00	\$2698.00	\$5400.00	Zoning app fee
Whistler	Prohibited	Prohibited		
Saskatoon	\$20,000.00	\$20,000.00		
Edmonton	\$2,500.00	\$2,500.00		

A draft proposed fee schedule is contained in Schedule "A" of this report

Conclusion:

It is staff's intent to further solidify a Cannabis Retail and Cannabis-Related Business Licence Bylaw following this report and bring forward the draft Bylaw in early 2019 which balances the community's health and life safety standards with the wishes of all stakeholders. Staff are in addition seeking Council direction to amend the existing Medical Marihuana Producer Business License and Regulation Bylaw No. 10920 in early 2019 with necessary recommendations to better align with the new Cannabis Act and Cannabis Regulations (SOR/2018-144)

Internal Circulation:

Community Planning Department Manager
Bylaw Services Manager
City Clerk
Communications Advisor, Community Engagement
Parks Services Manager
Fire Chief
Superintendent RCMP

Legal/Statutory Authority: N/A

Legal/Statutory Procedural Requirements: N/A

Existing Policy: N/A

Financial/Budgetary Considerations: 2019 Budget

Personnel Implications: Short term impacts are anticipated in development application and business license processes.

External Agency/Public Comments: included in planning report September 2018.

Communications Comments:

Alternate Recommendation:

Considerations not applicable to this report:

Attachments:

Schedule "A" - Summary Table of Proposed Licence fees.

Submitted by:

Greg Wise
Business Licensing Manager

Approved for inclusion:



Derek Edstrom Divisional Director, Community Planning & Strategic Investments

cc:

Schedule A

Cannabis Retail and Cannabis Related business licence fee schedule:

Category type	Initial	Renewal
Cannabis Counselling Business	\$510.00 each 12 month licence period	\$510.00 each 12 month licence period
Cannabis-Related Business	\$310.00 each 12 month licence period	\$310.00 each 12 month licence period
Retail Cannabis Sales Establishment	\$9,465.00 each 12 month licence period	\$8,000.00 each 12 month licence period
Retail Store (cannabis accessory sales) Establishment 1sq m – 278 sq m each 12 month licence period	\$175.00 each 12 month licence period	\$175.00 each 12 month licence period
Retail Store (cannabis accessory sales) Establishment 279sq m – 557 sq m each 12 month licence period	\$316.90 each 12 month licence period	\$316.90 each 12 month licence period
Retail Store (cannabis accessory sales) Establishment 558 sq m – 1,115 sq m	\$455.85 each 12 month licence period	\$455.85 each 12 month licence period
Retail Store (cannabis accessory sales) 1116 sq m – 2,230 sq m	\$739.76 each 12 month licence period	\$739.76 each 12 month licence period
Retail Store (cannabis accessory sales) Establishment Over 2230 sq m	\$1,162.61 each 12 month licence period	\$1,162.61 each 12 month licence period

Note: Licence fees will be adjusted annually – Annual CPI Adjustment

Fees are based upon the 2017 Consumer Price Index (CPI). Licence fee adjustment will be made annually upon licence renewal, based on the CPI (British Columbia, all items) value from the preceding year



Cannabis Retail & Cannabis-Related Business Licencing

Dec 10, 2018



Proposal

- ▶ To present Council proposed cannabis retail and cannabis-related business regulations
 - ▶ Responding to the legalization of Cannabis retail sales and the creation of a Provincial distribution and sales regime
 - ▶ In follow up to the development of a retail cannabis sales sub zone in the City,
 - ▶ To gain Council direction on establishing licencing requirements to bring forward bylaw in early 2019
 - ▶ Balance concerns for health, life safety, and potential nuisance mitigation concerns for the community

Engagement

- ▶ Federal and Provincial Governments
 - ▶ Large public consultations to help shape federal and provincial legislation and regulations
- ▶ City of Kelowna
 - ▶ Advertised in the Daily Courier in June 2018, circulated draft regulations and asked for feedback
 - ▶ Staff also contacted individuals who had expressed an interest in participating
 - ▶ Comments provided used to refine the bylaw

City of Kelowna

- ▶ Has land use authority relating to cannabis and:
 - ▶ Zoning
 - ▶ Business licensing
 - ▶ Building code
 - ▶ Municipal workplace safety
 - ▶ Enforcement of regulations around public consumption

Background - Federal Role

- ▶ Non Medical cannabis legalized Oct 17, 2018
- ▶ Set forth new regulations in Cannabis Act + Cannabis Regulations (2018 -144)
- ▶ Gave Provinces power to regulate sale/consumption
- ▶ Set rules for personal possession (30 gm) and home cultivation(4 plants per household)
- ▶ Restricts cannabis to adult use over 18yrs

Medical Cannabis

- ▶ Continues to be legally sold online by federally licensed producers or access through personal grow licences
- ▶ Locally production/cultivation regulation under existing MMPR Business Licence Bylaw
- ▶ Staff recommend updates to align with new Cannabis Act and Cannabis Regulations
- ▶ Federal review of Medical Cannabis system to occur in 5 years

Government of BC

Non-medical Cannabis

- ▶ Provincial Government oversees distribution and sales
- ▶ Established a retail licensing regime similar to the current regime for liquor
- ▶ Establishes age restriction of 19yrs and over
- ▶ Prohibits smoking of cannabis everywhere
smoking and vaping currently prohibited
- ▶ Provides enforcement authority to deal with illegal issues

Municipal

- ▶ Provincial legislation allows for prohibition or regulation by cities through zoning authority
- ▶ Proposed regulations provide oversight of health and life safety, ensure zoning, nuisance mitigation and provincial retail licence requirement
- ▶ Province will not issue licence without Municipal approvals
- ▶ Proposed regulation mirror provincial requirement to ensure City has oversight within its boundaries

Guiding Principles

1. Ensure regulations for cannabis retail sales **protect youth in the community.**
2. Ensure regulations support community standards.
3. Encouraging business development in the City by allowing cannabis retail sales under regulation.

Retail Cannabis Sales

- ▶ Similar approach to liquor
- ▶ Creation of a Retail Cannabis Sales Subzone
- ▶ Added to the following zones as a permitted use:

Principal Use	Secondary Use
C3	C2
C4	C9
C6	I1*
C7	I2*
C10	I4*
CD17	
CD26	

- ▶ *Limit to the GFA to a maximum of 250 m² in Industrial Zones*

Best Practices from USA

- ▶ Analysis of best practices has been conducted in two key jurisdictions where marijuana is currently being sold legally.
- ▶ Listed below are key areas of regulation which are being implemented in Washington State and Colorado:

Best Practice	Washington State/Seattle	Colorado State/Denver & Boulder
Require criminal record check	✓	✓
Define allowed zoning districts	✓	✓
Minimum distancing from sensitive uses	✓	✓
Ban on co-location	✓	
Ban in downtown transit mall		✓
Declustering requirements		✓
Ban minors (18 or under)	✓	✓
Limited operating hours	✓	✓
Disallow sampling	✓	
Require security features	✓	✓
Cap on total number	✓	
Limit number of licences per person	✓	
Require liability insurance	✓	

Staff propose Four Business category types

- ▶ Cannabis Counselling Establishment
- ▶ Cannabis-Related Business
- ▶ Retail Cannabis Sales Establishment
- ▶ Retail Store (Cannabis accessory sales) Est.

1) Cannabis Counselling Establishment

- ▶ Provides counselling on Cannabis and its use
 - ▶ Meet Health Services zoning
 - ▶ No retail of cannabis or derivatives as per zone
 - ▶ No clients under 19yrs of age
 - ▶ Can retail cannabis paraphernalia accessories
 - ▶ Signage cannot imply cannabis sales or apothecary or pharmacy under drug act
 - ▶ No cannabis product or derivatives to be on site

2) Cannabis Related Business

- ▶ Cannabis related general category for business not detailed in the Bylaw
 - ▶ Meet required zoning
 - ▶ Retail sale of cannabis prohibited
 - ▶ No consumption allowed on premises
 - ▶ Signage cannot imply cannabis sales or apothecary or pharmacy under drug act

3) Retail Cannabis Sales Establishment

- ▶ Retail sale of cannabis, oils, seeds but no edibles
 - ▶ Obtain retail cannabis sub zoning
 - ▶ Obtain Cannabis retail licence from Province
 - ▶ Provide other requirements that mirror Province requirements
 - ▶ Security screening of Owner/Operator & Staff
 - ▶ Building security measures
 - ▶ Can sell cannabis accessories/paraphernalia
 - ▶ No online sales (Gov't stores only)
 - ▶ No delivery service provided or associated
 - ▶ No drive through service

4) Retail Store (Cannabis accessory sale) Est.

- ▶ Sale of accessories as defined by Cannabis Act
 - ▶ Meet Zoning for Retail Store establishment
 - ▶ Retail sale of Cannabis prohibited in zone
 - ▶ No clients under 19yrs of age
 - ▶ Signage cannot imply cannabis sales or apothecary or pharmacy under drug act

Capacity / Enforcement

- ▶ City will need to increase or create staff capacity to address these new business categories licencing and compliance oversight.
- ▶ Increased Cannabis production facility development creating additional resource pressures on the City
- ▶ Cost recovery fee model to support regulation implementation and compliance oversight
- ▶ Provincial Taxation revenue distribution unknown if Municipal financial support will be made available



Questions?

For more information, visit kelowna.ca.

Report to Council



Date: November 20, 2018
File: 0920-40 Subdivision Applications
To: City Manager
From: Development Services (MB)
Subject: Latecomer Agreement - North Clifton Sanitary Sewer
Report Prepared by: James Kay, P.Eng, Development Engineering Manager

Recommendation:

THAT Council endorse the Latecomer Agreement – North Clifton Sanitary Sewer between the City and the owner of Lot 2, Plan KAP65503, Section 17, Township 23, which was subdivided and required to provide excess and extended services;

AND THAT Council impose Latecomer charges for excess or extended services shown in Appendix C on the benefitting lands listed in Appendix B;

AND FURTHER THAT the Mayor and Clerk be authorized to execute this Latecomer Agreement;

Purpose:

For Council to endorse the execution of a Latecomer Agreement for the recovery of developer-funded costs for Excess or Extended Services.

Background:

The City of Kelowna Latecomers Policy and Guidelines outlines the framework, which has been followed, and the City’s standard Latecomer Agreement has been utilized.

The owner at 1602 Bennett Road applied to subdivide their parcel and there was extensive consultation with the existing owners on Clifton Road North regarding the opportunity for connection to the sewers that the Proponent was installing. Our Utility Planning Manager structured repayment for service connections, and our Development Engineering Manager wishes to implement this latecomer such that the Proponent may recover some of their costs should adjacent owners choose to connect at a future date.

Summary

The proponent undertook the civil engineering design, paid the required connection fees, and installed the sanitary main at a cost of \$212,039.20.

The consultant has identified ten benefitting lots or connections, resulting in a Latecomer Connection Fee of \$21,203.92 per lot. This cost is only payable by the adjacent owners if they choose to connect to this sewer, within the duration of this agreement.

Legal/Statutory Authority:

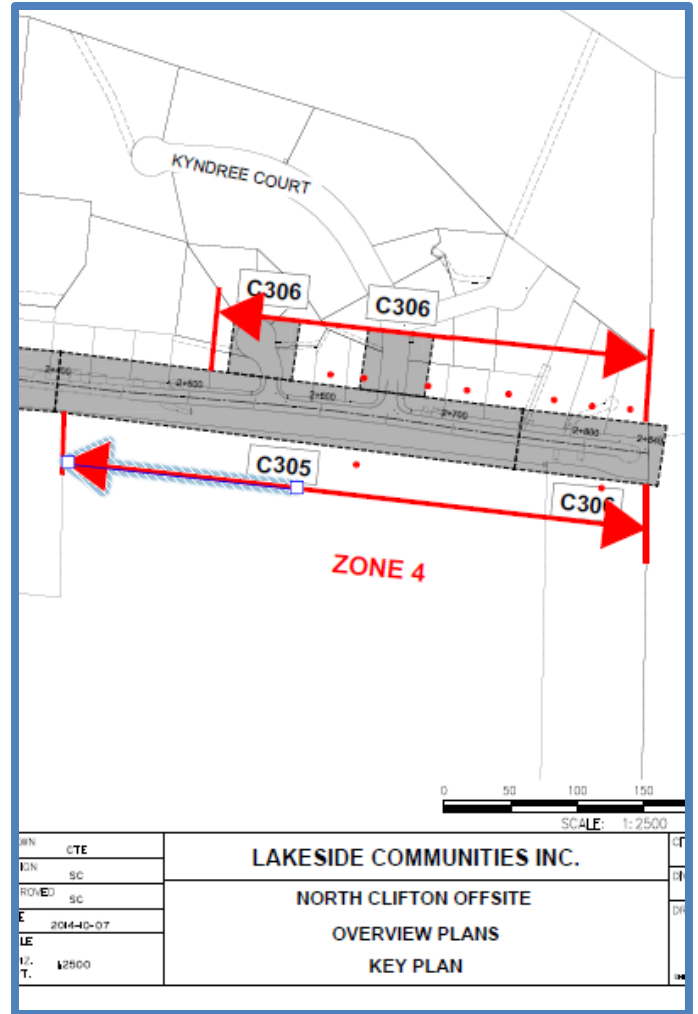
Local Government Act, Sections 507 & 508

Existing Policy:

Latecomer Policy and Guidelines

Submitted by:

James Kay, P.Eng, Development Engineering Manager



Approved for inclusion:



Mo Bayat, Dept. Manager, Development Services

Attachments:

- 1) Latecomer Agreement - North Clifton Sanitary Sewer

cc:

Acting Divisional Director, Community Planning & Strategic Investments
Divisional Director, Infrastructure
Divisional Director, Financial Services
Infrastructure Engineering Manager

LATECOMER AGREEMENT

THIS AGREEMENT dated for reference the _____ day of _____, 2018

BETWEEN

CITY OF KELOWNA
1435 Water Street
Kelowna, B.C.
V1Y 1J4

("the City")

AND:

LAKESIDE COMMUNITIES INC.
207-1664 Richter Street
Kelowna, BC
V1Y 8N3

(the "Owner")

WHEREAS:

- A. The Owner has applied to the City to Develop the Owner's Lands herein defined on Appendix A and is in accordance with the City's Subdivision & Development Bylaw providing water, sewage, drainage, or Highway facilities, or a combination of such facilities, that will serve the Owner's Lands;
- B. A portion of the water, sewage, drainage, or Highway facilities (herein defined as "Excess or Extended Services") will serve the Benefitting Lands herein defined on Appendix B, which Benefitting Lands do not include the Owner's Lands;
- C. The City considers that its costs to provide the Excess or Extended Services in whole or in part are excessive, and requires the Owner of the Owner's Lands, and the owners of any other lands that, in the opinion of the City, will benefit from the Excess or Extended Services, to pay the cost of the Excess or Extended Services;
- D. The City is authorized to enter into this agreement under Section 508 of the Local Government Act;
- E. The Council of the City has by way of Bylaw No. 6519, as amended or replaced from time to time, set the rate of interest referred to under Section 508 of the Local Government Act and in paragraph 3 of this agreement;

THIS AGREEMENT IS EVIDENCE THAT in consideration of the \$1.00 (plus GST) the mutual covenants and agreements made by each of the parties to the other as set out in this agreement, and for other valuable consideration (the receipt and sufficiency of which is hereby acknowledged) the City and the Owner covenant and agree as follows:

Interpretation

1. In this agreement

- (a) "Benefitting Lands" means the lands other than the Owner's Lands that:
 - (i) in the opinion of the City, will be served by the Excess or Extended Services, which Benefitting Lands are, subject to paragraph 1(a)(ii), legally described on Appendix B;
 - (ii) may be connected to the Excess or Extended Services after completion of those Excess or Extended Services upon payment of the connection fee indicated in Appendix C;
- (b) "Excess or Extended Services" means any combination, as shown in Appendix C, of a portion of a:
 - (i) Highway system required to be constructed and installed by the owner that will provide access to lands other than the lands, or
 - (ii) water, sewage, or drainage system constructed and installed by the owner that will serve land other than the lands;
- (c) "Latecomer" means an Owner of Benefitting Lands;
- (d) "Owner's Lands" means those certain lands equally described in Appendix A and owned by the Owner in respect of which the Owner is constructing works and services, a portion of which systems constitutes the Excess or Extended Services that will serve the Benefitting Lands;
- (e) "Owner" in respect of real property means the registered owner of an estate in fee simple, and includes:
 - {i) the tenant for life under a registered life estate,
 - {ii) the registered holder of the last registered agreement for sale,
 - (i) the holder or occupier of land held in the manner mentioned in Sections 356 and 357 of the Municipal Act,
- (f) Substantial Performance is the stage of completion of all of the Works and Services when:
 - (i) the Works and Services are ready to be used for their intended purpose, as certified by the Consulting Engineer; and
 - (ii) the total of the incomplete, defective and deficient Works and Services can be completed at a cost, as estimated by the Consulting Engineer;and verified by the City Engineer, of no more than 3% of the total cost of the Works and Services.

Payment of Latecomer Charges During Term

2. The City shall pay to the Owner charges imposed by the City under Section 508 of the Local Government Act based upon the formula described on Appendix C, only if and to the extent the charges are paid by the Latecomers and collected by the City during the period commencing on the date of Substantial Performance and ending on the earlier of:
 - (i) the date on which the Owner's costs in connection with the Excess or Extended Services, determined in accordance with Section 11.1 of the Subdivision & Development Servicing Bylaw 7900, have been paid to the Owner; and
 - (ii) December 1, 2033 – 15 years from the date of Substantial Performance.

Interest

3. There shall be included in the charge payable by the Latecomer under Section 508 interest calculated annually at a rate prescribed by a Bylaw of the City, payable for the period commencing on Substantial Performance, up to the date that the connection is made or the use commences, and if paid by the Latecomer and collected by the City during the period referred to in paragraph 2, the interest shall be paid to the Owner.

Assignment or Transfer of Owner's Rights

4. This Agreement may not be assigned by the Owner without the prior written consent of the City. In the event of a dispute as to the beneficiary of this Agreement, the City may, at its option, commence an action in interpleader joining any party claiming rights under this agreement, or other parties which the City believes to be necessary or proper, and the City shall be discharged from further liability on paying the person or persons whom the court having jurisdiction over such interpleader action shall determine, and in such action the City shall be entitled to recover its reasonable legal fees and costs, which fees and costs shall constitute a lien upon all funds accrued or accruing pursuant to this Agreement.

Indemnity

5. The Owner covenants not to sue the City, its administrators, successors, assigns, directors, officers, agents, employees, servants, tenants, solicitors, consultants, and anyone else for whom the City is in law liable, by reason of or arising out of or in any way connected with any error, omission, or conduct of the City in relation to the Excess or Extended Services, including, without the generality of the foregoing, a failure of the City to pass a resolution, enact a bylaw, enter into an agreement, impose a charge, calculate a charge correctly, or collect a charge under Section 508 of the Local Government Act.

Termination

6. Upon the expiration of the Term, the City shall be forever released and wholly discharged from any and all liability and obligations hereunder this agreement, or howsoever arising pertaining to the Latecomer Charges, and whether arising before or after the expiry of this agreement.
7. Paragraphs 5 to 16 shall survive the termination of this agreement.

Owner Representation and Warranty

8. The Owner represents and warrants to the City that the Owner has not received, claimed, demanded, or collected money or any other consideration from the Latecomers for the provision, or expectation of the provision of the Excess or Extended Services, other than as contemplated and as provided for under this agreement; and further represents and warrants that the Owner has not entered into any agreement with the Latecomers for consideration in any way related to or connected directly or indirectly with the provision of the Excess or Extended Services.

Miscellaneous

9. Time is of the essence.
10. Any notice required by this agreement will be sufficiently given if delivered by mail to the parties at the addresses first above written.
11. This agreement will enure to the benefit of and be binding on the parties hereto and their respective successors and assigns.
12. This agreement shall be governed by the laws of the Province of British Columbia.
13. This agreement constitutes the entire agreement between the City and the Owner with regard to the subject matter hereof and supersedes all prior agreements, understandings, negotiations, and discussions, whether oral or written of the City with the Owner.
14. No amendment or waiver of any portion of this agreement shall be valid unless in writing and executed by the parties to this agreement. Waiver of any default by a party shall not be deemed to be a waiver of any subsequent default by that party.
15. A reference in this agreement to the City or the Owner includes their permitted assigns, heirs, successors, officers, employees, and agents.
16. The Owner represents and warrants to the City that:
 - (a) all necessary corporate actions and proceedings have been taken by the Owner to authorize its entry into and performance of this agreement;
 - (b) upon execution and delivery on behalf of the Owner, this agreement constitutes a valid and binding contractual obligation of the Owner;
 - (c) neither the execution and delivery, nor the performance, of this agreement shall breach any other agreement or obligation, or cause the Owner to be in default of any other agreement or obligation, respecting the Owner's Lands; and
 - (d) the Owner has the corporate capacity and authority to enter into and perform this agreement.

IN WITNESS WHEREOF the parties hereto have executed this agreement as of the year and date first above written.

SIGNED, SEALED AND DELIVERED by the
[Owner] in the presence of:

Name: (Authorized Signatory)

Name: (Authorized Signatory)

SIGNED, SEALED AND DELIVERED by the
CITY OF KELOWNA in the presence of:

Mayor

City Clerk

Appendix A to Latecomer Agreement

Owner's Land

November 15, 2018

Legal Description of Owner's Land	Roll Number	KID Number
Lot 2, Plan KAP65503, Section 17, Township 23	3576729	791498

Appendix B to Latecomer Agreement

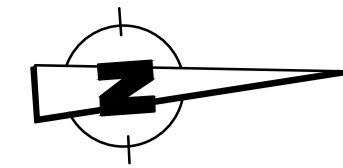
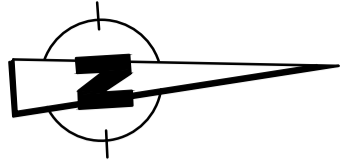
Benefitting Lands

November 15, 2018

Legal Description of Benefitting Lands	Roll Number	KID Number
Lot 1, Plan KAP 28178, Section 8, Township 23	3387100	240768
Lot 2, Plan KAP 28178, Section 8, Township 23	3387105	240731
Lot 3, Plan KAP 28178, Section 8, Township 23	3387110	240794
Lot 5, Plan KAP 28178, Section 8, Township 23	3387120	240806
Lot 7, Plan KAP 28178, Section 8, Township 23	3387130	240770
Lot 9, Plan KAP 28178, Section 8, Township 23	3387140	240782
Lot 14, Plan KAP 28178, Section 8, Township 23	3387165	332623
Lot 15, Plan KAP 28178, Section 8, Township 23	3387170	240756
Lot A, Plan KAP 47167, Section 8, Township 23	3387434	385260
Lot 1, Plan KAP 29568, Section 8, Township 23	3387325	241760

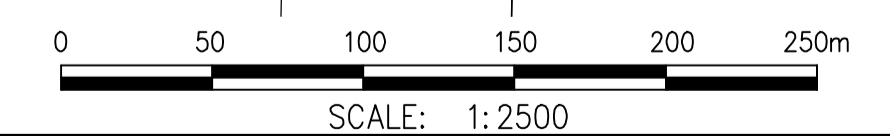
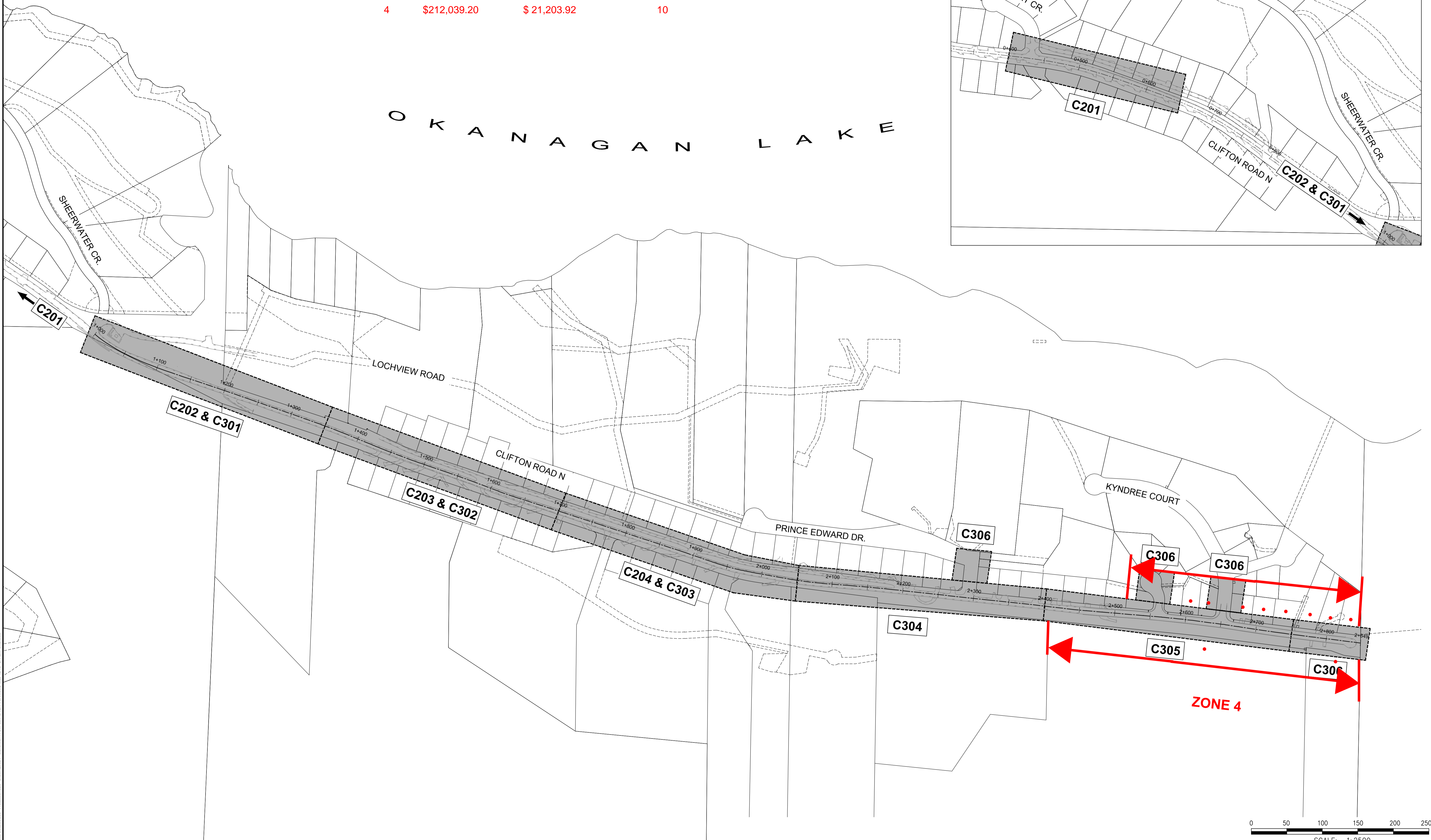
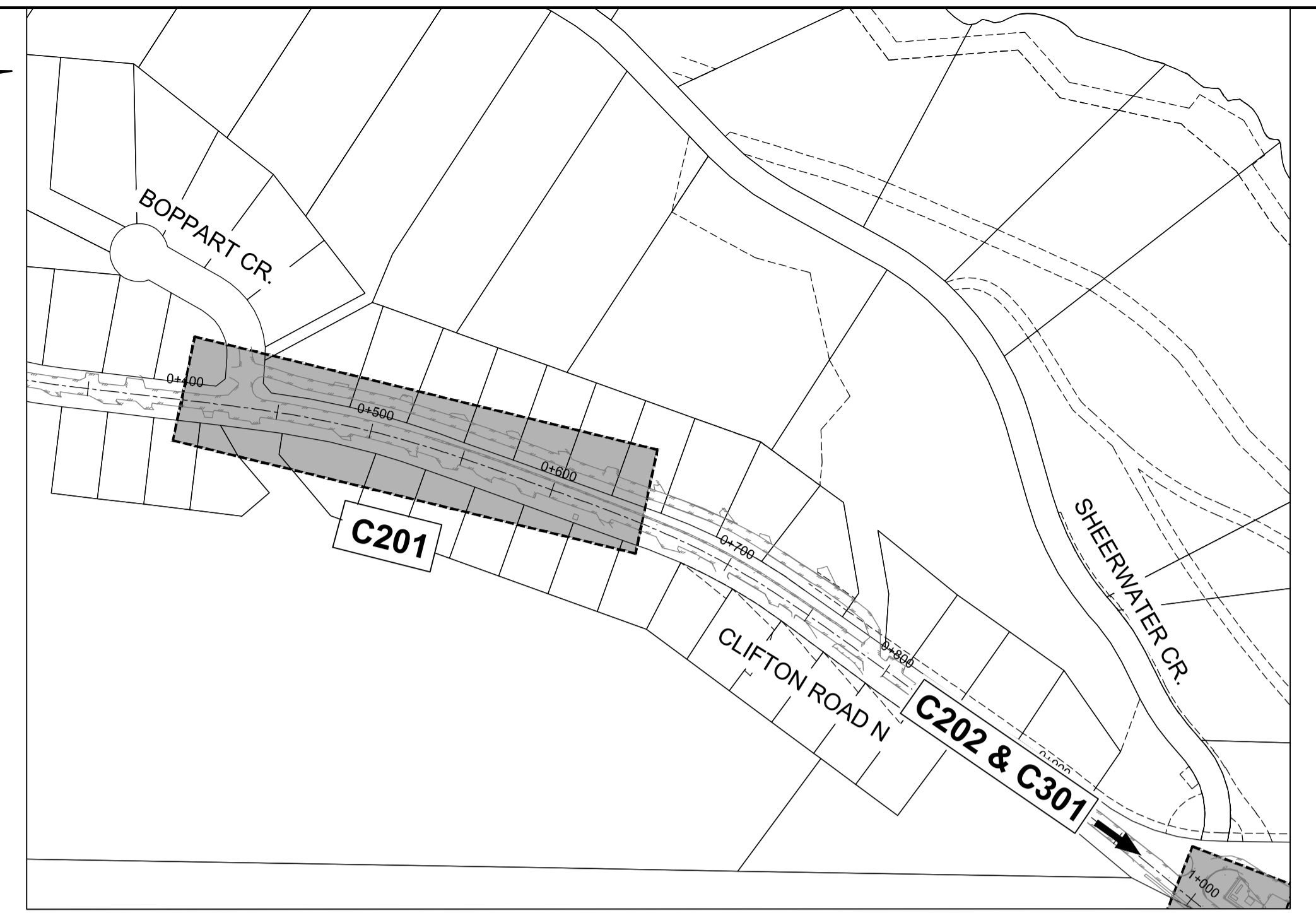
Appendix C to Latecomer Agreement

Extended Services Connection Fee Calculations



ZONE	COST	PER LOT ESTIMATE	NUMBER OF LOTS
4	\$212,039.20	\$ 21,203.92	10

O K A N A G A N L A K E



ISSUED FOR CONSTRUCTION

LEGEND

<ul style="list-style-type: none"> GAS U/G ELEC SERVICE TEL SERVICE U/G SHAW SERVICE EX. STORM SEWER PIPE EX. SANITARY SEWER PIPE EX. WATER PIPE EX. DITCH PROP. STORM SEWER PIPE PROP. SANITARY SEWER PIPE PROP. WATER PIPE 	<ul style="list-style-type: none"> EX. STORM CATCH BASIN EX. MANHOLE EX. SANITARY I.C. EX. WATER VALVE EX. WATER CURB STOP EX. FIRE HYDRANT EX. POWER POLE EX. LAMP STANDARD EX. SIGN EX. TRANSFORMER 	<ul style="list-style-type: none"> EX. SERVICE BOX EX. JUNCTION BOX PROP. MANHOLE PROP. WATER VALVE PROP. AIR RELEASE VALVE
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MMM GROUP
 540 Leon Avenue, Kelowna, BC V1Y 6J6
 t. 250.869.1334, f. 250.862.4849, www.mmm.ca
 PROJECT No. 5111-047-004

NO.	DATE	BY	REVISION	CH'KD
E	2016-05-13	CTE	ISSUED FOR CONSTRUCTION	SC
D	2016-03-11	CTE	ISSUED FOR PRICING	SC
C	2016-03-11	CTE	RE-ISSUED FOR CITY APPROVAL	SC
B	2015-10-23	CTE	ISSUED FOR CITY APPROVAL	SC
A	2015-04-20	CTE	ISSUED FOR 50% DESIGN REVIEW	SC

DRAWN	CTE
DESIGN	SC
APPROVED	SC
DATE	2014-10-07
SCALE	
HORIZ. VERT.	1:2500

LAKESIDE COMMUNITIES INC.
NORTH CLIFTON OFFSITE
OVERVIEW PLANS
KEY PLAN

CITY FILE	S15-0011
DIVISION	
DRAWING NO.	CI02
REV. NO.	E
SHEET: 2	

Client Name: City of Kelowna

Project Name: North Clifton - Offsite Works - Forcemain / Gravity Sewer Section

Reference No: 5111047-004

Summary Sheet

Schedule 2e - Cost Estimate - Latecomer

Item Number	Title	Amount
1	General Requirements	\$ 6,455.55
2	Concrete	\$ 4,524.80
3	Earthworks	\$ 43,225.79
4	Roads and Site Improvements	\$ 29,946.47
5	Utilities	\$ 100,229.30
	Engineering (15%)	\$ 27,657.29
	Total Estimated Cost	\$ 212,039.20
	Average Per Lot Estimate (All 10 lots)	\$ 21,203.92

Item #	MMCD Reference	Item Description	Unit	Estimated Quantity	Unit Price	Total Price
1	General Requirements					
1.1	01 53 01	SPP-1 Mobilization / De-Mobilization	LS	1	\$ 1,419.34	\$ 1,419.34
1.2	01 33 01	SPP-2 Survey Layout and Project Record Documents, including as-built survey	LS	1	\$ 1,210.04	\$ 1,210.04
1.3	01 55 01	SPP-3 Traffic Control, Vehicle Access and Parking	LS	1	\$ 3,826.17	\$ 3,826.17
Sub-Total Section 1						\$ 6,455.55
2	Section 3 - Concrete					
2.1		Machine Placed Rollover Curb and Gutter	LM	44.8	\$ 101.00	\$ 4,524.80
Sub-Total Section 3						\$ 4,524.80
3	Section 31 - Earthworks					
3.1		Rock Removal for Utility Trenches, including services	m ³	347.0	\$ 124.57	\$ 43,225.79
3.2		Clearing and Grubbing, including Disposal off site	m ²	0	\$ 8.73	\$ -
Sub-Total Section 31						\$ 43,225.79
4	Section 32 - Roads and Site Improvements					
ROAD WORKS						
4.1		Crushed Granular Sub-Base, 200mm thickness	m ²	363.1	\$ 11.12	\$ 4,037.67
4.2		Granular Base, 100mm thickness	m ²	363.1	\$ 7.01	\$ 2,545.33
4.3		AC Pavement, 60mm thickness base course Clifton Road North	m ²	175.6	\$ 17.07	\$ 2,997.49
4.4		AC Pavement, 40mm thickness surface course Clifton Road North	m ²	175.6	\$ 11.42	\$ 2,005.35
4.5		AC Pavement, 50mm thickness basecourse (Lane)	m ²	187.5	\$ 27.31	\$ 5,120.63
WALKWAYS, BOULEVARDS AND PLANTING						
4.6		Hydroseeding	m ²	0.0	\$ 3.98	\$ -
4.7		Driveway Asphalt Restoration	ea.	0.0	\$ 400.00	\$ -
4.8		Driveway Concrete Restoration	ea.	0.0	\$ 2,214.00	\$ -
4.9		Lot Frontage Restoration	ea.	10.0	\$ 1,324.00	\$ 13,240.00
Sub-Total Section 32						\$ 29,946.47
5	Section 33 - Utilities					
SANITARY SEWERS						
5.2		200mm PVC DR 35 sanitary sewer main				
		a. 1-2m Depth	LM	183.0	\$ 176.92	\$ 32,376.36
		b. 2-3m Depth	LM	18.0	\$ 202.67	\$ 3,648.06
5.3		150mm PVC DR 35 sanitary sewer main				
		a. 1-2m Depth	LM	112.0	\$ 202.74	\$ 22,706.88
5.4		100mm PVC DR 26 sanitary service connection c/w inspection chamber	ea.	10.0	\$ 1,298.00	\$ 12,980.00
5.5		50mm PVC SCH 80 sanitary pressure service connection	ea.	0.0	\$ 734.24	\$ -
5.6		Pressure sewer service connection chamber	ea.	0.0	\$ 552.00	\$ -
MANHOLES AND CATCHBASINS						
5.7		1050mm dia. Sanitary Manhole				
		a. 1-2m Depth	ea.	5	\$ 4,496.00	\$ 22,480.00
		b. 2-3m Depth	ea.	1	\$ 4,734.00	\$ 4,734.00
5.8		Internal drop connection for 1050mm dia. Sanitary Manhole	ea.	1	\$ 1,304.00	\$ 1,304.00
Sub-Total Section 33						\$ 100,229.30

Notes:

1. Actual construction Unit Rates applied
2. GST is not included.

Report to Council



Date: December 10, 2018
File: 0705-80
To: City Manager
From: Sandra Kochan, Partnership Manager
Subject: Proposed Multi-Sport Fieldhouse – Rutland Recreation Park

Recommendation:

THAT Council receives, for information, the report from the Partnership Manager dated December 10, 2018, regarding a proposal from the Central Okanagan Rugby Enthusiasts to fund, construct and operate a multi-sport fieldhouse at Rutland Recreation Park;

AND THAT Council supports, in principle, a partnered approach between the City of Kelowna and the Central Okanagan Rugby Enthusiasts for the construction and operation of a multi-sport fieldhouse at Rutland Recreation Park as outlined in the report from the Partnership Manager dated December 10, 2018;

AND THAT Council directs staff to work with the Central Okanagan Rugby Enthusiasts to consult with Rutland Recreation Park stakeholders, user groups and neighbouring residents about the proposed multi-sport fieldhouse at Rutland Recreation Park;

AND FURTHER THAT Council directs staff to develop a Memorandum of Understanding with the Central Okanagan Rugby Enthusiasts for the multi-sport fieldhouse project at Rutland Recreation Park and report back with the Memorandum of Understanding for Council approval.

Purpose:

To update Council regarding a proposal from the Central Okanagan Rugby Enthusiasts for a multi-sport fieldhouse at Rutland Recreation Park; to provide an overview of the process used to evaluate the proposal; to seek Council support to move the proposal to the MOU stage.

Background:

About Rutland Recreation Park:

Like other recreation parks in Kelowna, Rutland Recreation Park (RRP) is a destination hub with multiple facilities and features, designed to support high levels of activity, and large numbers of participants and spectators from the Rutland area, across the City and beyond. RRP includes:

- *Operated by the City:* Rutland Twin Arenas, Dog Park, Rutland Activity Centre, four pickleball courts, four natural turf playing fields, two ball diamonds, existing fieldhouse building. The existing fieldhouse contains four team change rooms, a concession, public washrooms, and storage. The age of the structure is unknown and its usage is declining because of its poor condition. Although the building is at the end of its service life, replacement is not included in the current 10-year capital plan.
- *Operated by non-profit organizations:* Okanagan Gymnastics Centre, Little Travelers Safety Village, Community Garden, BMX Track, Kelowna Family YMCA, Rutland Boys & Girls Club.
- *Adjacent:* Rutland Senior Secondary, Middle and Elementary Schools, Kelowna United soccer dome

RRP is heavily used and many of the facilities and fields operate at or near capacity.

Overview of the proposal and the project:

Central Okanagan Rugby Enthusiasts (CORE) approached the City in 2016 with a proposal to fund and build a fieldhouse at Glenmore Recreation Park (GRP). After discussion and review by an inter-departmental advisory team, the concept was supported and discussion continued with CORE on this opportunity. However, changes to the Capital Plan had an impact on the timeline for development of GRP.

In April 2018, CORE approached the City expressing interest in developing a smaller fieldhouse in Rutland Recreation Park (RRP), as an alternative to the original GRP location. The new fieldhouse would replace the existing fieldhouse building at RRP. Staff reviewed the opportunity and considered it to have sufficient merit to warrant a more formal proposal process.

On July 25, 2018, the City provided CORE with a request for a business case/proposal. The proposal was received by the City on October 29, 2018.

A high level summary of the proposed project:

- CORE to raise funds and construct a multi-sport fieldhouse which will replace an existing change room structure, in the same location, at RRP.
- The proposed building is approximately 9,900 square feet on two levels, with a footprint similar to the existing building footprint. Building features are:
 - Ground floor: four large change rooms, referees and medical rooms, five storage garages, four public washrooms, elevator
 - Second floor: gathering space and viewing deck, kitchen, meeting room, washroom, office, storage
- The projected budget, including the building, furnishings, field lighting, start up and fundraising costs is \$4,626,500. CORE will be responsible to generate these funds through fundraising, grants and other sources. Subject to Council approval, building naming rights may be offered. Construction will not commence until the City is satisfied that sufficient funds are in place. CORE will be responsible for design and construction, with appropriate oversight from City staff.
- The timeline for fundraising is through 2019 and 2020, with construction commencing in 2020 and completion in 2021.
- CORE will operate the facility through a long-term (i.e. 20 years with option to renew, to be negotiated) non-market lease and operating agreement. The facility operations will be self-sustaining. The projected annual operating budget in the first full year of operation is

approximately \$230,000. CORE will be required to contribute annually to capital and maintenance reserves for the building. Primary revenue sources are user fees, rentals and food and beverage (appropriate liquor licensing subject to Council and provincial approval).

- The City may (subject to negotiations and budget approvals) contribute to the capital costs and ongoing repairs and maintenance for public washrooms and other amenities. The City will negotiate an appropriate level of access to the building for its own programming, and will continue to control field scheduling at RRP, with a view to accommodating the needs of fieldhouse users to the extent possible.
- In conjunction with negotiated access to playing fields at RRP, the facility will function as a multi-sport hub for adult and youth sport programs, education, events and tournaments. As indicated by letters of support in the proposal, sports to be served by the facility include adult soccer, ultimate, adult and youth rugby, and touch football. PacificSport has indicated its interest in providing child and youth physical literacy assessments and referrals using the proposed facility as a program hub.

About the Central Okanagan Rugby Enthusiasts:

CORE was established as a BC registered Society in 2010, focused on growing and developing the sport of rugby in the Central Okanagan. Since that time, through CORE's efforts, the number of active rugby players in the Central Okanagan has more than doubled to about 1,300 individuals, including adult men and women, university students, elementary students in 16 schools and youth in a number of community-based leagues. CORE has organized and hosted Championship tournaments at the provincial, regional and national level.

The organization is governed by an eight-member Board of Directors.

The fieldhouse project is led by a Steering Committee, with 13 community members contributing their construction, fundraising, sport, real estate development, financial and business expertise.

General background about options for facility provision and operation:

There are different avenues, and the City has multiple roles, for provision of sport and recreation facilities for the community:

- The City can build, operate and maintain facilities (Rutland arenas, Apple Bowl, Parkinson Recreation Centre, sport fields and courts);
- The City can provide land for other enterprises or organizations to build and operate facilities (Capital News Centre, Prospera Place, Valley First Soccer Centre *aka* Mission Soccer Dome)
- The City can provide land and loans to non-profit organizations which build and operate facilities (Kelowna Curling Club, Okanagan Gymnastics Centre)
- The City can provide land and capital budget to build facilities which are operated by a third party (H2o).

On occasion, the needs and aspirations of more specific sport interests which attract considerable participation and are aligned with civic sport and recreation development priorities may warrant the provision of land by the City through a partnered approach. Each situation is unique and is analyzed for its potential to deliver one or more of the following beneficial partnership outcomes:¹

¹ Excerpted from 'City of Kelowna: Infrastructure Planning to Meet Future Recreation Needs,' The JF Group, 2013/2015.

- Create or maintain public infrastructure at less cost than a traditional municipal capital project;
- Create public buy-in to the project by engaging the community;
- Improve service levels through strategic investment in the development of municipal assets;
- Gain access to techniques and resources that are beyond municipal capabilities by collaborating with others to seek innovative solutions;
- Provide greater access to new sources of capital; and
- Leverage experience that is outside the normal municipal approach.

Benefits and risks of the proposed project with CORE:

A partnership between the City and CORE for this project delivers the following benefits:

- a) Advancing the timeline for replacement of a City-owned seasonal change room building which is at the end of its service life;
- b) Leveraging private investment from the sport community for facility construction and operations, reducing the demand on taxation;
- c) Providing necessary amenities (i.e. change rooms, washrooms, storage) for multi-sport and tournament use at a major recreation hub, which will in turn, stimulate sport activity and development and sport tourism;
- d) Provide a central hub for field sport, which is in a growth phase (men’s and women’s adult leagues, child and youth leagues, tournaments, coaching and athlete development); and
- e) Contribute to the inventory of public gathering spaces available for City programs and general community use.

In addition to input from the internal advisory team, a staff-prepared business case and risk register regarding this project was submitted to the Strategic Investments Business Investment Evaluation Analysis (BIEA) team for review. This group has a council-approved mandate to seek out innovative opportunities to achieve community goals, and has established criteria and a process to evaluate potential partnerships.

BIEA feedback is positive. The project alignment, proposal, goals, benefits, scope and deliverables are supported.

Risks which will require mitigation through project management and negotiation of a Memorandum of Understanding (MOU) include:

Construction costs – cost escalation and meeting municipal standards may drive up construction and other site-related costs, putting more demand on fundraising to generate the capital budget required.

Fundraising – if fundraising does not meet projected levels, options should be identified to mitigate financial and reputational risks.

Grants and sponsorships – more planning is required, including a Sponsorship Strategy.

Parking – the fieldhouse will intensify parking demand at RRP. A parking study is needed.

Operations – the revenue projections associated with player fees should be supported by an agreement between CORE and its supporting sport organizations so that changes and issues can be addressed.

Field scheduling/allocation and maintenance – negotiations will be required to achieve the appropriate balance between field usage associated with the fieldhouse, and the many groups already regularly scheduled at RRP.

Internal Circulation:

Active Living & Culture – Division Director and Sport & Event Services Manager
Parks & Building Planning Manager
Finance – Payroll & Internal Controls Manager
Communications Advisor
Sponsorship & Advertising Manager
Infrastructure Delivery Senior Project Manager
Property Management Manager
Director, Business & Entrepreneurial Development
Parks, Beaches & Sportfields Supervisor

Legal/Statutory Procedural Requirements:

Following approval of an MOU, there are a number of requirements to be met, including necessary permits, licenses, public notices and a Lease & Operating agreement. More detail will be provided at the time the MOU is presented to Council for approval.

Existing Policy:

The proposal is aligned with:

Imagine Kelowna:

Principle 1 Collaborative: pursuing more partnerships, as long as they are well-designed to protect taxpayers and ensure that each partner's role is well defined

Principle 3 Connected: create great public spaces that bring people together – providing great spaces that are accessible to everyone is a shared responsibility and there are opportunities for community-minded individuals and organizations to undertake their own placemaking initiatives or other projects.

Council priorities and commitments (2014-2018):

- Ensuring a healthy, safe, active and inclusive community
- Open for opportunity: Council wants to lead a community known for being open for opportunity. Opportunities may arise in the form of innovation and partnerships to deliver and expand services and amenities.

Sport Plan (2018) Strategic Goals:

- Increase participation in sport and physical activity for all ages
- Create quality, inclusive programs, services and events that are available at all stages of the CS4L (Canadian Sport for Life) continuum
- Strengthen interaction and collaboration between allied partners and sport delivery agencies
- Provide exceptional facilities for sport participation and performance initiatives
- Be recognized as a premier sport event destination in Western Canada

Financial/Budgetary Considerations:

The City has little or no financial exposure until the fundraising results are known in late 2019/early 2020. At that time, should CORE not have reached their financial targets, the MOU will set out a number of options for a course of action.

Personnel Implications:

Through the proposal review process, staff from multiple departments have been, and will continue to be, engaged in providing oversight, advice and direction for this project. Involvement is reflected in the Internal Circulation section.

External Agency/Public Comments:

CORE's proposal included letters of support from the major facility operators in RRP, and from sport organizations which may use the fieldhouse, or contribute to the fieldhouse project. Regional MP and MLA representatives also indicated their support.

Communications Comments:

Community notification and consultation will take place prior to finalization of the MOU, and more detail will be provided when the MOU is presented to Council for approval.

Considerations not applicable to this report:

Legal/Statutory Authority
Alternate Recommendation

Submitted by:

S. Kochan, Partnership Manager

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

cc:

Jim Gabriel, Division Director, Active Living & Culture
Doug Nicholas, Sport & Event Services Manager
Robert Parlane, Parks & Building Planning Manager
Carson Chan, Payroll & Internal Controls Manager
Amanda Lamberti, Communications Advisor
Janine Taylor, Sponsorship & Advertising Manager
Andrew Gibbs, Infrastructure Delivery Senior Project Manager
Mike Olson, Property Management Manager
Robert Fine, Director, Business & Entrepreneurial Development
Ted Sophonow, Parks, Beaches & Sportfields Supervisor



Multi-Sport Fieldhouse Rutland Recreation Park

December 10, 2018





Rutland
Twin
Arenas

Kelowna
YMCA

Okanagan
Gymnastics
Centre

Okanagan
Boys &
Girls Club

Rutland
Senior
Centre

Safety
Village

Field
House

BMX

Dog Park

R-1

R-2

R-5

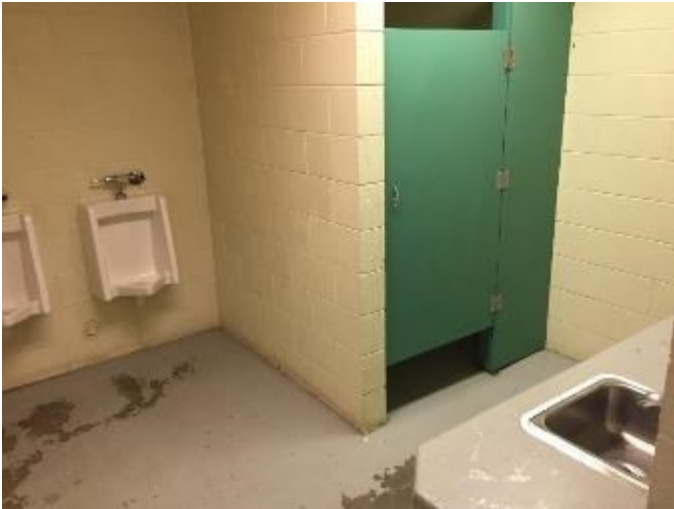
R-4

R-3

R-6

Rutland Sports Fields

Current Changeroom Bldg



RRP Strengths / Challenges



- ✓ Diverse facilities
- ✓ Diverse activities
- ✓ Destination hub
- ✓ All ages users
- ✓ Facility partnerships

- ? Parking
- ? Deficient changeroom
- ? Community flex space
- ? Heavy field usage
- ? Future growth
- ? Lights

City land

City build, operate and
maintain

City land

Third party build,
operate, maintain

**Facility
development**

City land and build

Third party operate and
maintain

City land and financing

Third party build,
operate and maintain

Benefits of partnerships

- Lower capital cost
- Public buy-in
- Improved service
- Collaborate to innovate
- Different \$ sources
- Expertise + experience









Alignment

- Imagine Kelowna
- Sport Plan
- Recreation Infrastructure Needs Assessment
- Pacific Sport & Canadian Sport for Life

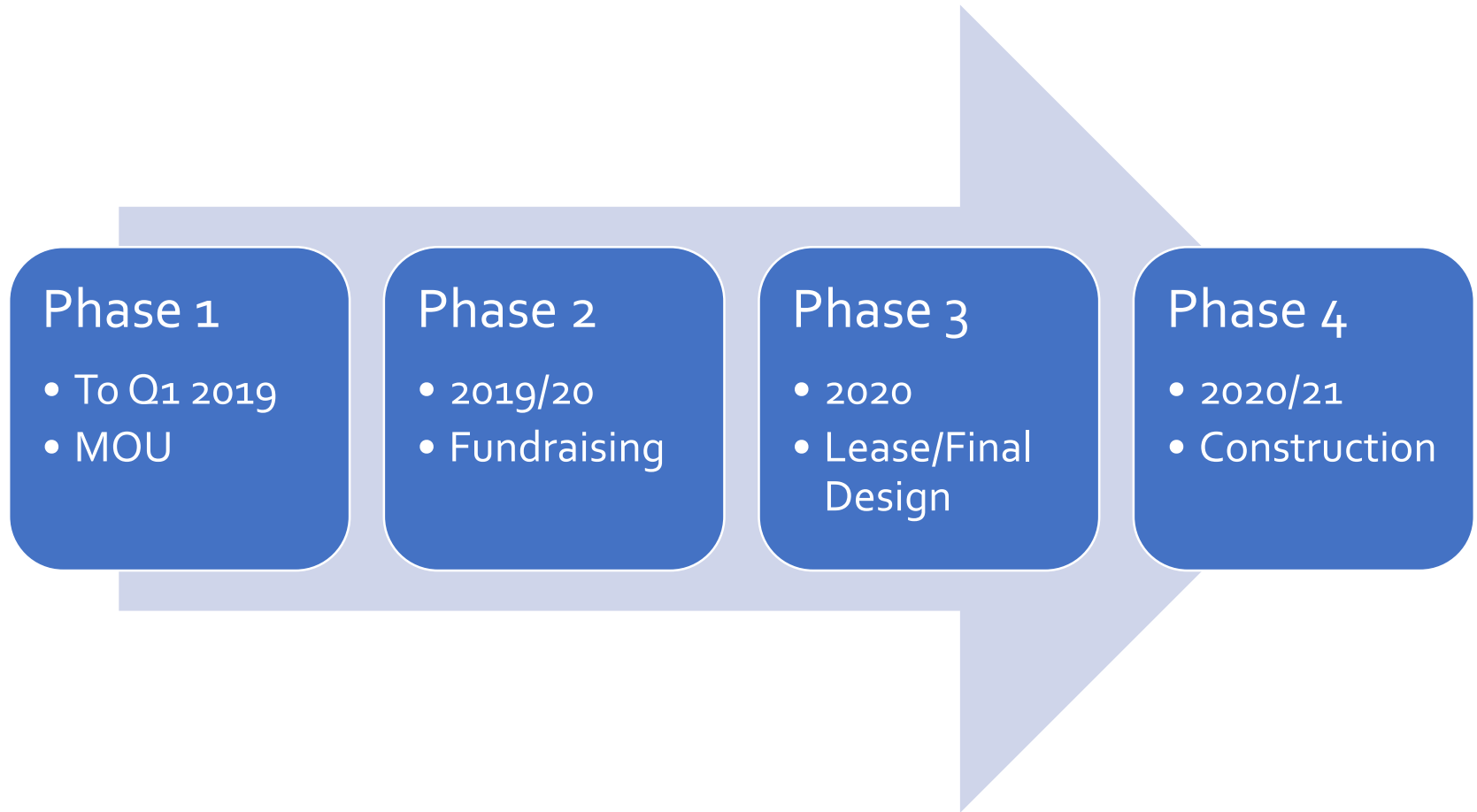


Project benefits

- Replaces old building
- Leverages private investment
- Adds to existing sport hub
- Provides home for field sports
- Creates new space for City and community use year-round



Project Phases



Recommendations

- Support in principle for partnered approach
- External consultations
- Develop MOU and report back



THANK YOU



THE RUGBY SHOP
THERUGBYSHOP.com
BOMMO

Report to Council



Date: December 10, 2018
File: 0250-20
To: City Manager
From: Travis Whiting, Fire Chief
Subject: Emergency Mutual Aid Agreement Renewal

Recommendation:

THAT Council receive the report of the Fire Chief, dated December 10, 2018 regarding the renewal of the Emergency Mutual Aid Agreement;

AND THAT Council authorize Mayor and City Clerk execute the Emergency Mutual Aid Agreement as attached to the report of the Fire Chief, Dated December 10, 2018.

Purpose:

To renew the Emergency Mutual Aid Agreement that is in place between local fire departments within the Central Okanagan Regional District.

Background:

The current five-year Mutual Aid agreement expired this year. This agreement includes all fire departments within the Central Okanagan. It allows for fire departments to share resources during major incidents. This support has been key in many of the local interface fires and provides for timely response. Generally, there is no cost associated with the Mutual Aid agreement, however, there is provision to recover costs if required.

The agreement has been circulated to Peachland, West Kelowna and Lake Country for their signatures prior to the City of Kelowna. Once signed by Kelowna, it will be sent to the Regional District of Central Okanagan for final signature.

Conclusion:

The Mutual Aid agreement is a key document in wildfire interface preparation, as well as providing assurances of support for other major fire events. The renewal of this document will allow continued support among the departments.

Internal Circulation:

City Clerk

Considerations not applicable to this report:

Legal/Statutory Authority:

Legal/Statutory Procedural Requirements:

Existing Policy:

Financial/Budgetary Considerations:

Personnel Implications:

External Agency/Public Comments:

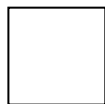
Communications Comments:

Alternate Recommendation:

Submitted by:

Travis Whiting, Fire Chief

Approved for inclusion:



S. Leatherdale, Divisional Director, Human Resources

EMERGENCY MUTUAL AID AGREEMENT

This agreement made as of this 16 day of February, 2018.

BETWEEN: CITY OF KELOWNA
a municipal corporation
having its offices at 1435 Water Street
Kelowna, British Columbia

OF THE FIRST PART

AND: THE CORPORATION OF THE
DISTRICT OF PEACHLAND
a municipal corporation
having its offices at 5806 Beach Avenue
Peachland, British Columbia

OF THE SECOND PART

AND: REGIONAL DISTRICT OF CENTRAL OKANAGAN
a regional district
having its offices at 1450 K.L.O. Road
Kelowna, British Columbia

OF THE THIRD PART

AND: CITY OF WEST KELOWNA
a municipal corporation
having its offices at 2760 Cameron Road,
West Kelowna, BC,

OF THE FOURTH PART

AND: DISTRICT OF LAKE COUNTRY
a municipal corporation
having its offices at 10150 Bottom Wood Lake Road
Lake Country, British Columbia

OF THE FIFTH PART

1. DEFINITIONS

In this Agreement, unless the context otherwise requires,

- (a) “Chief Fire Official” or “Official” means, for each party, the senior fire official responsible for the fire services of that party within the respective fire protection areas, or the official’s authorized delegate to act on his behalf;
- (b) “Emergency” or “Emergencies” means a real or anticipated occurrence that in the opinion of the Chief Fire Official cannot be brought under control by the use of local emergency resources and that endangers the health, safety or welfare of people or may cause widespread damage to property and which does not constitute a declaration of a state of local emergency within the meaning of the Emergency Program Act R.S.B.C. 1996 c.111, as amended.
- (c) “Emergency Resources” means apparatus, equipment, consumables and people, held by, in the service of, or directly available to the fire services of a party;
- (d) “Mutual Aid” means Emergency Resources provided by a party outside the boundaries of the party that requested the Emergency Resources;
- (e) “Providing Party” means a party receiving a request for assistance under this Agreement;
- (f) “Requesting Party” means a party requesting assistance under this Agreement;
- (g) “Response Area” means those areas contained within the fire district jurisdiction of those Parties associated with this Agreement.

2. TERM

- (a) This Agreement shall remain in force and effect for a period of five (5) years from the date of execution;
- (b) This agreement shall replace the former Mutual Aid Agreement dated February 2013 and between these parties.
- (c) Any Party to this Agreement may terminate its rights and obligations under this Agreement by giving to the other Parties six (6) months notice in writing of its intention to do so.
- (d) This Agreement shall not be assignable to any other Party or Parties without the prior written consent of the other Parties to this Agreement.
- (d) In the event of either a State of Local Emergency or a Provincial State of Emergency being declared by the Province of British Columbia, this Agreement shall not apply to the parties.

3. INCLUDED FIRE DEPARTMENTS

- (a) For the purposes of this Agreement, the region consists of its component fire departments as follows:

City of Kelowna
 Kelowna Airport Emergency Services Fire Department
 District of Peachland
 City of West Kelowna
 District of Lake Country
 Ellison Fire Department
 Joe Rich Fire Department
 Wilson’s Landing Fire Department
 North Westside Fire Department

4. ASSISTANCE RESPONSE

The procedure to be followed by the Requesting Party and by the Providing Party pursuant to this Agreement shall be as follows, and as provided in clauses 5 to 11.1:

- (a) Where a Chief Fire Official determines that an Emergency is occurring or is imminent, the Chief Fire Official shall in the sole and absolute discretion of the Chief Fire Official, decide whether the Emergency is one that requires Mutual Aid and may request Emergency Resources under this Agreement.

5. COOPERATION

- (a) The parties agree that an area covered by fire protection services shall not be, as a result of this Agreement, left unprotected and further so as to ensure that this protection is maintained, all requests for Mutual Aid shall be made and coordinated through the City of Kelowna Dispatcher, Station No. 1, who shall dispatch the appropriate fire department and shall arrange for back up protection to the fire protection district responding to the Mutual Aid request. At no time shall the Kelowna Dispatcher deploy any Mutual Aid Emergency Resources that have not been specifically asked for and by a Requesting Party to this agreement.
- (b) The parties agree to consult on a regular basis through their Chief Fire Officials on the best ways to achieve the optimum deployment of Emergency Resources to control Emergencies within the region.

6. AVAILABILITY OF EMERGENCY EQUIPMENT AND PERSONNEL

- (a) A Chief Fire Official who receives a request for Emergency Resources from any other Chief Fire Official in the manner provided in this Agreement may respond with local equipment available to assist to control the Emergency, but nothing herein shall be construed so as to require a Chief Fire Official to dispatch Emergency Resources, or any part thereof that, in the sole and absolute discretion of the Providing Party Official:
 - (i) are unavailable or are not considered to be available;
 - (ii) are inadequate to deal with the situation
 - (iii) are placed in an unacceptable risk of injury or damage as a result of weather, site conditions, real or perceived violence, or any other reason; or
 - (iv) are required to deal with higher priority situations, or situations that can be responded to in less time.
- (b) The Chief Fire Official of the Providing Party shall:
 - (i) have a reasonable amount of time to determine the full extent of Emergency Resources in the Providing Party's jurisdiction and select, in his sole discretion, those Emergency Resources that are available to assist the Requesting Party at the Incident;
 - (ii) direct and dispatch those available Emergency resources to the Incident in the Response Area to assist in emergency response.
- (c) When making a request under section 6 (a) of this Agreement, the Chief Fire Official of the Requesting party shall specify the type of fire apparatus required. The providing party will staff the apparatus meeting the minimum requirements of personnel and equipment as per the Office of the Fire Commissioner Inter Agency Agreement.

7. CONTROL & SAFETY

- (a) The Chief Fire Official within the area of the Emergency shall remain in-charge and direct all Mutual Aid Emergency Resources in co-operation with the Chief Fire Official of the Providing Party.
- (b) The Chief Fire Official of the Requesting Party shall:
 - (i) direct the available Emergency Resources provided by the Providing Party at the Emergency using the Incident Command Systems, and adhering to recognized principles of accountability for responder personnel safety.
 - (ii) assume command of the Emergency and direct the Emergency Resources provided by the Providing Party at the Emergency in a diligent and accountable manner
 - (iii) and, provide a Safety Officer(s) to the Emergency.

8. RELEASE

- (a) As soon as the Emergency has been brought under control any Mutual Aid Emergency Resources of personnel and apparatus and shall be released first before any local resources are released.

9. EQUIPMENT RELEASE

- (a) All equipment or supplies other than apparatus and personnel provided as Emergency Resources to the Requesting Party shall be returned to the providing party within 24 hours after it is no longer required for the incident. Equipment shall be deemed to be provided in good working order unless otherwise noted by the Requesting Party in time of acceptance. If equipment is not returned in good working order, the Requesting Party shall repair or replace the equipment (not including apparatus) and provide the Providing Party with replacement equipment in the meantime.

10. RECALL

- (a) The Chief Fire Official of the Providing Party shall have the ability to recall those available Emergency Resources at any time for emergency response in the jurisdiction of the Providing Party at the sole discretion of the Chief Fire Official of the Providing Party. If the Emergency Resources are called upon by the Providing Party to leave an emergency the Providing Party shall not be liable for any loss, costs, damages and expenses whatsoever in connection with leaving an emergency.

11. COST

- (a) Where costs are incurred by a responding fire department for manpower, the said department may submit an account to the fire department requesting the Mutual Aid. The submitted account for manpower costs shall be based on the responding fire department's regular callout rates for the responding firefighters, when responding to a fire in their jurisdiction. The requesting department shall pay the account submitted by the responding department within 60 days of receipt of invoice.
- (b) The Requesting Party shall reimburse the Providing Party all costs for any consumable items used at the Incident or any equipment (not including apparatus) that is damaged beyond repair or destroyed as a result of the Incident.
- (c) Where costs are incurred by a responding fire department for apparatus costs, the said department may submit an account to the fire department requesting the Mutual Aid. The submitted account for apparatus costs shall be based on the current rates established by the Office of the Fire Commissioner. The requesting department shall pay the account submitted by the responding department within 60 days of receipt of invoice.

12. INDEMNITY

- (a) It is understood and agreed by each party hereto that a party requesting or accepting Emergency Resources under this shall indemnify and save harmless the responding/assisting parties, their officers, agents and employees from any and all liabilities, actions, damages and claims of whatever nature or kind arising out of the Emergency.
- (b) In the event that a responding Providing Party acts independently of the Requesting Party then the Providing Party shall not be entitled to indemnity pursuant to this article, but shall be responsible for its own legal liabilities and shall accordingly indemnify and save harmless the Requesting Party under this Agreement for any and all liabilities, actions, damages and claims of whatever nature or kind arising out of the independent act of the Providing Party in connection with the Emergency.
- (c) Notwithstanding part (b) of this article, the Providing Party shall not be liable for any loss, costs, damages and expenses whatsoever in connection with failure to supply the Emergency Resources for any reason whatsoever, or for any delay in arrival of the Emergency Resources for any reason whatsoever.

13. INSURANCE

- (a) Each party to this Agreement shall keep in force third party liability insurance coverage to a minimum of ten million (\$10,000,000.00) dollars and each such policy shall add all other parties to this Agreement as additional named insured when rendering aid pursuant to this Agreement.
- (b) Each Party to this agreement shall prove third Party liability coverage by sending a copy of the liability insurance for the Party to the Regional District of Central Okanagan's Treasurer once this agreement has been signed by the Party and available upon request.
- (d) Without limiting the foregoing the City of Kelowna shall ensure that it carries airport operations liability insurance to a minimum of ten million (\$10,000,000.00) dollars that adds all other parties to this Agreement as additional named insured (Schedule 1).

14. DISPUTE

- (a) In case of any dispute arising between two or more Parties as to their rights and obligations under this Agreement, a Party shall be entitled to give the other Party or Parties notice of such dispute and to request a dispute resolution process between the Fire Chiefs and administrators/board chairperson and if unsuccessful then arbitration thereof; and that Party may, with respect to the particular matters in dispute, agree to submit same to arbitration by a single arbitrator in accordance with the Commercial Arbitration Act, R.S.B.C. 1996, c.55, as amended.

15. DEFAULT WAIVER

- (a) Waiver of default by any Party to this Agreement shall not be deemed to be a waiver of default for any other Party.

16. NOTICES

- (a) Notices or other communication (other than a request for emergency response under this Agreement) shall be in writing and shall be sufficiently given if delivered to a Fire Chief personally or left at the Fire Chief's office or mailed by prepaid express mail to the addresses on this page hereof, attention the Fire Chief. Any notice delivered shall be deemed to be given and received at the time of delivery. Any notice mailed shall be deemed to have been given and received on the expiration of six (6) days after it is posted, addressed in accordance with the provisions herein, or such address as may from time to time be notified in writing by the parties hereto, provided that if there shall be between the time of mailing and the actual receipt of the notice a mail strike, slow down or other labour dispute which might affect the delivery of such notice by the mails, then such notice shall only be effective if actually delivered.

Fire Chief
City of Kelowna Fire Department
2255 Enterprise Way
Kelowna, BC V1Y 8B8

Fire Chief
District of Peachland
4401 – 3rd Street, PO Box 196
Peachland, BC VOH 1X0

Fire Chief
City of West Kelowna
2760 Cameron Road,
West Kelowna, BC V1Z 2T6

Fire Chief
District of Lake Country Fire
Department
10150 Bottom Wood Lake Road
Lake Country, BC V4V 2M1

Fire Chief
Ellison Fire Department
c/o Regional District of Central Okanagan
1450 KLO Road
Kelowna, BC V1W 3Z4

Fire Chief
Joe Rich Fire Department
c/o Regional District of Central
Okanagan
1450 KLO Rd
Kelowna, BC V1W 3Z4

Fire Chief
Wilson's Landing Fire Department
c/o Regional District of Central Okanagan
1450 KLO Road
Kelowna, BC V1W 3Z4

Fire Chief
North Westside Road Fire
Department
c/o Regional District of Central
Okanagan
1450 KLO Rd
Kelowna, BC V1W 3Z4

17. HEADINGS

- (a) Section and paragraph headings are inserted for identification purposes only and do form a part of the agreement.

18. LANGUAGE

- (a) Wherever the singular or masculine are used throughout this Agreement, the same shall be construed as meaning the plural or the feminine or the body corporate or politic as the context so requires.

19. LAW APPLICABLE

- (a) This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia.

IN WITNESS WHEREOF the parties hereto have executed this agreement the day and year first above written.

CITY OF KELOWNA

Per:

Authorized Signatory

Authorized Signatory

THE CORPORATION OF THE DISTRICT OF PEACHLAND

Per:



Authorized Signatory

Cindy Fortin, Mayor

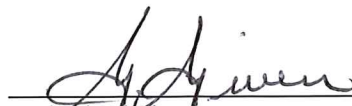


Authorized Signatory

Polly Palmer, Corporate Officer

REGIONAL DISTRICT OF CENTRAL OKANAGAN

Per:



Authorized Signatory



Authorized Signatory

BRIAN REARDON
CHIEF ADMINISTRATIVE OFFICER
REGIONAL DISTRICT OF CENTRAL OKANAGAN

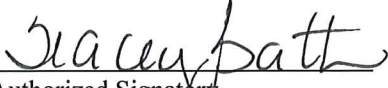


CITY OF WEST KELOWNA

Per:



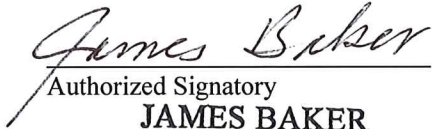
Authorized Signatory
Doug Findlater, Mayor



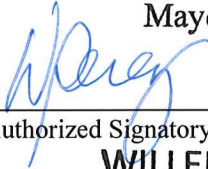
Authorized Signatory
Tracey Batten, City Clerk

DISTRICT OF LAKE COUNTRY

Per:



Authorized Signatory
JAMES BAKER
Mayor



Authorized Signatory
WILLENE PEREZ
Corporate Officer

SCHEDULE 1

ATTACHING TO AND FORMING PART OF POLICY NO. V75099

In the name of: H.M. THE QUEEN IN RIGHT OF CANADA ET AL

Is it agreed to cover, as required, as additional insured those municipalities and other similar organizations whilst their services are being utilized within the airport perimeters including the ways and means in connection with the provision of emergency rescue services.

Subject to the policy cover, terms, conditions, limitations and exclusions.

Dated as per Policy Schedule.

Report to Council



Date: December 10, 2018
File: 1846-01
To: City Manager
From: Kevin Van Vliet, Utility Services Manager
Subject: Christmas Tree Recycling at Glenmore Landfill

Recommendation:

THAT Council receives, for information, the report from the Utility Services Manager dated December 10, 2018 with respect to Complimentary Christmas Tree Recycling at the Glenmore Landfill;

AND THAT Council approves no charge Christmas tree recycling at the Glenmore Landfill from December 27, 2018 through January 27, 2019 as outlined in the December 10, 2018 report from the Utility Services Manager.

Purpose:

To provide for free Christmas Tree recycling at the Glenmore Landfill

Background:

Prior to January 1, 2018 small loads (less than 250 kg) of yard waste, including Christmas trees, could be dropped off at the Glenmore landfill for free. To discourage long lines at the landfill and provide broader equity in managing the costs of yard waste composting, the Solid Waste Bylaw was amended in October 2017 and free disposal of small loads of yard waste was removed.

Customer feedback after the change included questioning why the City would encourage Christmas trees to be dropped off at certain locations for free, but not accept them for free at the landfill where ultimately all of the trees end up being composted.

Beginning December 26, 2018 until January 31, 2019 residents of Kelowna can drop off their Christmas tree for no charge at the following locations:

- Ben Lee Park Parking lot
- Cook Road Boat Launch

It is proposed that the City add the Glenmore Landfill as a free drop off location for Christmas Trees under the following conditions:

- Up to three Christmas trees per vehicle.
- Loads must contain only Christmas Trees. If the trees are mixed in with other yard waste then the entire load (including the Christmas trees) will be charged the fee for yard waste.
- Free drop-off only in effect from December 27, 2018 through and including January 31, 2019.

This will have some impact on queues at the landfill, which should be manageable given that January is generally a slower traffic season. However, staff will continue to encourage Kelowna residents to use the other free drop-off sites. In February, staff will evaluate the program to determine if it should be repeated and / or modified for future years.

Internal Circulation:
Communications

Financial/Budgetary Considerations:

There may be a small reduction in yard waste disposal revenues in comparison to January 2018. However, we are unable to quantify the amount at this time. Loads under 250 kg (550 pounds) are currently charged a \$5 flat fee. If we received 1,000 trees in single loads the lost revenue would be \$5,000.

Communications Comments:

Press release will be issued to notify the public and the Glenmore landfill site will be added to the list of locations for free Christmas tree disposal.

Considerations not applicable to this report:

- Legal/Statutory Authority:
- Legal/Statutory Procedural Requirements:
- Existing Policy:
- Personnel Implications:
- External Agency/Public Comments:
- Alternate Recommendation:

Submitted by:

K. Van Vliet, Utility Services Manager

Approved for inclusion:



J. Creron, Deputy City Manager

cc: Community Communications Manager

DRAFT RESOLUTION

Re: January 2019 - Public Hearing/Regular Meeting Schedule

THAT a Public Hearing and Regular Meeting for Bylaw No.11701, 2025 Agassiz Road, be scheduled for Thursday, January 17, 2019 at 6:00 p.m. in Council Chambers at City Hall.

BACKGROUND:

Council requested that an additional Public Hearing be scheduled on January 17, 2019 in order to consider BL11701(Z18-0109) for the rezoning application at 2025 Agassiz Road, Provincial Rental Housing Corporation, Inc. No BC0052129.

The statutory notification period for the Public Hearing will be January 2, 2019 to 4pm January 16, 2019.

Along with written submissions that may be submitted during the notification period, members of the public are invited to register to speak at the Public Hearing. A speakers list will be maintained at the Office of the City Clerk, 2nd Floor City Hall, cityclerk@kelowna.ca or 250-469-8645.

Date: December 10, 2018

File: 0610-50

CITY OF KELOWNA

BYLAW NO. 11680

Road Closure and Removal of Highway Dedication Bylaw
(Portion of Rutland Road N)

A bylaw pursuant to Section 40 of the Community Charter to authorize the City to permanently close and remove the highway dedication of a portion of highway on Rutland Road N

NOW THEREFORE, the Municipal Council of the City of Kelowna, in open meeting assembled, hereby enacts as follows:

1. That portion of highway attached as Schedule “A” comprising 563.3m² shown in bold black as Closed Road on the Reference Plan prepared by Ronald T. Macdonald, B.C.L.S., is hereby stopped up and closed to traffic and the highway dedication removed.
2. The Mayor and City Clerk of the City of Kelowna are hereby authorized to execute such conveyances, titles, survey plans, forms and other documents on behalf of the said City as may be necessary for the purposes aforesaid.

Read a first, second and third time by the Municipal Council this 19th day of November, 2018.

Approved Pursuant to Section 41(3) of the Community Charter this 23rd day of November, 2018.

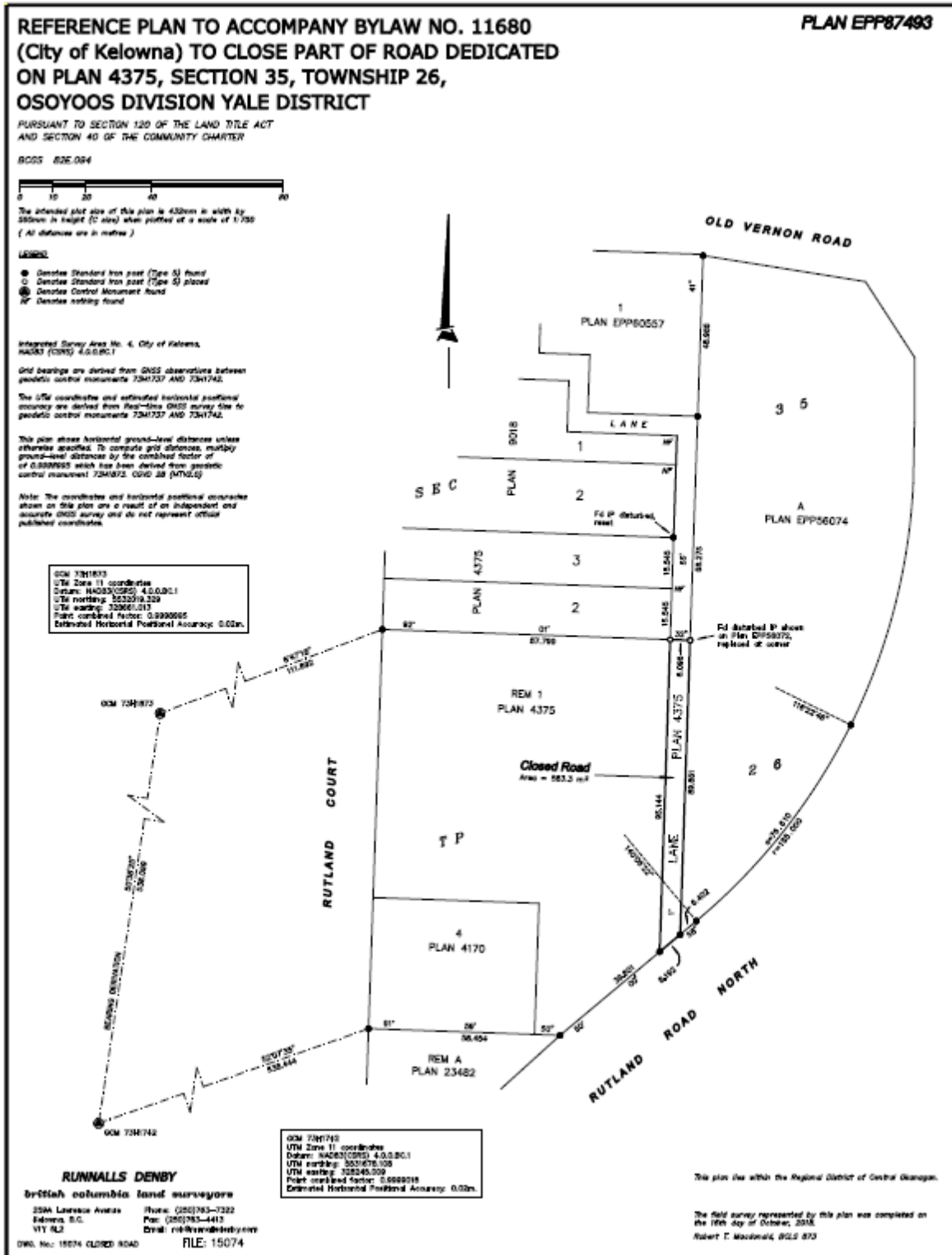
Audrie Henry
(Approving Officer-Ministry of Transportation)

Adopted by the Municipal Council of the City of Kelowna this

Mayor

City Clerk

Schedule "A"



CITY OF KELOWNA

BYLAW NO. 11704

Road Closure and Removal of Highway Dedication Bylaw (Portion of Enterprise Court)

A bylaw pursuant to Section 40 of the Community Charter to authorize the City to permanently close and remove the highway dedication of a portion of highway on Enterprise Court

NOW THEREFORE, the Municipal Council of the City of Kelowna, in open meeting assembled, hereby enacts as follows:

1. That portion of highway attached as Schedule "A" comprising 599.0m² shown in bold black as Closed Road on the Reference Plan prepared by Robert T. Macdonald, B.C.L.S., is hereby stopped up and closed to traffic and the highway dedication removed.
2. The Mayor and City Clerk of the City of Kelowna are hereby authorized to execute such conveyances, titles, survey plans, forms and other documents on behalf of the said City as may be necessary for the purposes aforesaid.

Read a first, second and third time by the Municipal Council this 19th day November, 2018.

Amended at third reading by the Municipal Council this 26th day of November, 2018.

Approved Pursuant to Section 41(3) of the Community Charter this 29th day of November, 2018.

Audrie Henry
(Approving Officer-Ministry of Transportation)

Adopted by the Municipal Council of the City of Kelowna this

Mayor

City Clerk

Schedule "A"

