

**City of Kelowna**  
**Regular Council Meeting**  
**AGENDA**



Monday, March 25, 2019  
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

March 18, 2019

**3. Development Application Reports & Related Bylaws**

**3.1 Joe Riche Rd 2450, A19-0002 - Coral Beach Farms Ltd**

14 - 19

To support an application to the Agricultural Land Commission for a Non-Farm Use application for the placement of fill on the property for farm use purposes, under Section 20(3) of the Agricultural Land Commission Act.

**3.2 Gallagher Rd 2975, FH19-0001 A19-0005 - David Geen**

20 - 32

To consider an ALR Non-Adhering Residential Use Permit and Temporary Farm Worker Housing Permit to allow for proposed temporary residences on non-permanent foundations to accommodate 60 temporary agricultural workers on the subject property.

**3.3 Leon Ave 815, 823-825, 829 & 831 and Harvey Ave 814 & 822 Z15-0027 - 1409493 Alberta Inc.**

33 - 34

To direct staff to rescind the bylaw and close the file.

**3.4 Leon Ave 815, 823-825, 829 & 831 and Harvey Ave 814 & 822 Z15-0027 (BL11354) - 1409493 Alberta Inc.**

35 - 35

To rescind first, second and third readings of Bylaw No. 11354.

<b>3.5</b>	<b>Bernard Ave 547-559, Z19-0005 - Salco Management Ltd, Inc. No. BC0744182</b>	36 - 39
	To rezone the subject property to facilitate the development of a retail cannabis sales establishment.	
<b>3.6</b>	<b>Bernard Ave 547-559, Z19-0005 (BL11775) - Salco Management Ltd, Inc. No. BC0744182</b>	40 - 40
	To give Bylaw No. 11775 first reading in order to rezone the subject property from C7 - Central Business Commercial zone to the C7rcs - Central Business Commercial (Retail Cannabis Sales) zone.	
<b>3.7</b>	<b>Glenmore Rd 401, Z19-0006 - 653332 BC Ltd, Inc. No. 653332</b>	41 - 44
	To rezone the subject property to facilitate the development of a retail cannabis sales establishment.	
<b>3.8</b>	<b>Glenmore Rd 401, Z19-0006 (BL11778) - 653332 BC Ltd, Inc. No. 653332</b>	45 - 45
	To give Bylaw No. 11778 first reading in order to rezone the subject property from the C3 - Community Commercial zone to the C3rcs - Community Commercial (Retail Cannabis Sales) zone.	
<b>3.9</b>	<b>Gordon Dr 3818, TA19-0008 Z19-0013 - Save on Shoes Ltd Inc No 397854</b>	46 - 54
	To rezone the subject property to facilitate the development of a retail cannabis sales establishment and to amend the Zoning Bylaw by correcting the wording of the C2 – Neighbourhood Commercial subzones in Section 14.2, and creating a C1orls/rcs subzone combination in both Section 01 and Section 14.10.	
<b>3.10</b>	<b>Gordon Drive 3818, TA19-0008 (BL11782) - Save on Shoes Ltd Inc No 397854</b>	55 - 56
	To give Bylaw No. 11782 first reading to amend Zoning Bylaw No. 8000 by correcting the wording on the C2 Neighbourhood Commercial subzones in Section 14.2, and creating a C1orls/rcs subzone combination in both Section 01 and Section 14.10.	
<b>3.11</b>	<b>Gordon Dr 3818, Z19-0013 (BL11783) - Save on Shoes Ltd Inc No 397854</b>	57 - 57
	To give Bylaw No. 11783 first reading to rezone the subject property from the C2 - Neighbourhood Commercial zone to the C2rcs - Neighbourhood Commercial (Retail Cannabis Sales) zone.	
<b>3.12</b>	<b>Rutland Rd S 140-160, Z19-0026 - Canada West Realty Ltd, Inc. No. 71313</b>	58 - 61
	To rezone the subject property to facilitate the development of a retail cannabis sales establishment.	

- 3.13 Rutland Rd S 140-160, Z19-0026 (BL11779) - Canada West Realty Ltd, Inc. No. 71313** 62 - 62
- To give Bylaw No. 11779 first reading in order to rezone the subject property from the C4 - Urban Centre Commercial zone to the C4rcs - Urban Centre Commercial (Retail Cannabis Sales) zone.
- 3.14 Springfield Rd 2121, Z19-0029 - 417414 BC Limited, Inc No 417414** 63 - 67
- To rezone the subject property to facilitate the development of a retail cannabis sales establishment.
- 3.15 Springfield Rd 2121, Z19-0029 (BL11780) - 417414 BC Limited, Inc No 417414** 68 - 68
- To give Bylaw No. 11780 first reading in order to rezone the subject property from the C4 - Urban Centre Commercial zone to the C4rcs - Urban Centre Commercial (Retail Cannabis Sales) zone.
- 3.16 Harvey Ave 1455-1475, Z19-0010 - 449048 British Columbia Ltd, 1145399** 69 - 72
- To rezone the subject property to facilitate the development of a retail cannabis sales establishment.
- 3.17 Harvey Ave 1455-1475, Z19-0010 (BL11792) - 449048 British Columbia Ltd, 1145399** 73 - 73
- To give Bylaw No. 11792 first reading in order to rezone the subject property from the C3 - Community Commercial zone to the C3rcs - Community Commercial (Retail Cannabis Sales) zone.
- 3.18 Harvey Ave 2090, Z19-0008 - T 252 Enterprises Ltd Inc No BC1184462** 74 - 77
- To rezone the subject property to facilitate the development of a retail cannabis sales establishment.
- 3.19 Harvey Ave 2090, Z19-0008 (BL11793) - T 252 Enterprises Ltd Inc No BC1184462** 78 - 78
- To give Bylaw No. 11793 first reading in order to rezone the subject property from the c3 - Community Commercial zone to the C3rcs - Community Commercial (Retail Cannabis Sales) zone.

**4. Bylaws for Adoption (Development Related)**

- 4.1 Taylor Rd 545, BL11757 (Z18-0114) - Jessica Michelle Rypstra** 79 - 79
- To adopt Bylaw No. 11757 in order to rezone the subject property from the RU1 – Large Lot Housing zone to RU1c Large Lot Housing with Carriage House zone.
- 4.2 Altura Rd 30, BL11759 (Z18-0102) - David & Camille Harkins** 80 - 80
- To adopt Bylaw No. 11759 in order to rezone the subject property from the RU2 – Medium Lot Housing zone to RU2c Medium Lot Housing with Carriage House zone.

## 5. Non-Development Reports & Related Bylaws

- 5.1 Housing Agreement Bylaws - Spring 2019** 81 - 84
- To consider four Housing Agreements for purpose-built rental housing projects that are pursuing rental housing incentives, in accordance with the Rental Housing Grants program and Bylaw No. 9561.
- 5.2 Pacific Ave 1145, BL11776 - Housing Agreement Authorization Bylaw - Okanagan Opportunity (Pacific) GP Inc.** 85 - 92
- To give Bylaw No. 11776 first, second and third readings in order to authorize the City of Kelowna to enter into a Housing Agreement with Okanagan Opportunity (Pacific) GP Inc.
- 5.3 Clement Ave 573-599, BL11777 - Housing Agreement Authorization Bylaw - Okanagan Opportunity (Pacific) GP Inc.** 93 - 100
- To give Bylaw No. 11777 first, second and third readings in order to authorize the City of Kelowna to enter into a Housing agreement with Okanagan Opportunity (Pacific) GP Inc..
- 5.4 Drysdale Blvd 333, BL11784 - Housing Agreement Authorization Bylaw - Drysdale Blvd. Kelowna Apartments 2019 Ltd.** 101 - 108
- To give Bylaw No. 11784 first, second and third readings in order to authorize the City of Kelowna to enter into a Housing Agreement with Drysdale Blvd. Kelowna Apartments 2019 Ltd.
- 5.5 Glenmore Rd 773, BL11786 - Housing Agreement Authorization Bylaw - 0904419 B.C. Ltd.** 109 - 116
- To give Bylaw No. 11786 first, second and third readings in order to authorize the City of Kelowna to enter into a Housing agreement with 0904419 B.C. Ltd.
- 5.6 September 2019 Transit Service Expansion and Optimization Plan** 117 - 149
- To inform Council of the recommended service plan proposed for implementation in September, 2019
- 5.7 Update of the 2020-2025 Cultural Plan Process** 150 - 174
- To provide Council with an overview of the public engagement process to date and early findings related to the development of the 2020-2025 Cultural Plan.
- 5.8 Neighbourhood Grant Program Renewal** 175 - 199
- To seek Council approval to continue with the Neighbourhood Grant program through a Memorandum of Understanding with the Central Okanagan Foundation.

6. Mayor and Councillor Items

7. Termination



## City of Kelowna Regular Council Meeting Minutes

Date:	Monday, March 18, 2019
Location:	Council Chamber City Hall, 1435 Water Street
Members Present	Mayor Colin Basran, Councillors Maxine Dehart, Ryan Donn, Gail Given, Charlie Hodge, Brad Sieben and Loyal Wooldridge
Members Absent	Councillors Mohini Singh and Luke Stack
Staff Present	City Manager, Doug Gilchrist; City Clerk, Stephen Fleming; Community Planning Department Manager, Ryan Smith*; Urban Planning Manager, Terry Barton*; Suburban and Rural Planning Manager, Dean Strachan*; Community Planning Supervisor, Laura Bentley*; Divisional Director, Financial Services, Genelle Davidson*; Budget Supervisor, Melanie Antunes*; Parks & Buildings Manager, Robert Parlane*; Senior Project Manager, Andrew Gibbs*; Divisional Director, Infrastructure, Alan Newcombe*; Transportation Engineer Planning & Development, Chad Williams*; Revenue Supervisor, Angie Schumacher*; Acting Director Strategic Investments, Johannes Saufferer*; Parking Services Manager, Dave Duncan*; Legislative Coordinator (Confidential), Rebecca Van Huizen

(\*denotes partial attendance)

### 1. Call to Order

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

Mayor Basran advised that the meeting is open to the public and all representations to Council form part of the public record. A live audio 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 Wooldridge/Seconded By Councillor Hodge

(R0273/19/03/18) THAT the Minutes of the Regular Meetings of March 11, 2019 be confirmed as circulated.

Carried

### 3. Development Application Reports & Related Bylaws

### 3.1 Hall Rd, Fairhall Rd and Packers Rd, LUCT18-0011 - Various Owners

Staff displayed a PowerPoint presentation summarizing the application.

Moved By Councillor Donn/Seconded By Councillor Dehart

**(R0274/19/03/18)** WHEREAS the BC Provincial Government has mandated that all Land Use Contracts under the jurisdiction of a local government and in the Province of British Columbia be terminated by 2024;

AND WHEREAS the BC Provincial Government has provided a legislated process for the early termination of land use contracts when the local government has adopted a zoning bylaw that will apply to the land at the time the termination bylaw comes into force;

THEREFORE, BE IT RESOLVED THAT as the underlying RR<sub>3</sub> – Rural Residential 3 and P<sub>3</sub> – Parks and Open Space zones in the City of Kelowna Zoning Bylaw No. 8000 applies to all the subject properties under LUC76-1080 as identified in 'Schedule A';

THAT Application No. LUCT18-0011 to terminate LUC76-1080 from properties identified in 'Schedule A', located on Hall Road, Fairhall Road, and Packers Road, Kelowna, B.C. be considered by Council;

AND FURTHER THAT the Land Use Contract Termination Bylaw be forwarded to a Public Hearing for further consideration.

Carried

### 3.2 Hall Rd, Fairhall Rd and Packers Rd, LUCT18-0011 (BL11761) - Various Owners

Moved By Councillor Donn/Seconded By Councillor Dehart

**(R0275/19/03/18)** THAT Bylaw No. 11761 be read a first time.

Carried

### 3.3 McCarthy Rd 9670, Z18-0122 - The Flowr Group (Okanagan) Inc., Inc. No. BC0974062

Staff displayed a PowerPoint presentation summarizing the application and responded to questions from Council.

Moved By Councillor Donn/Seconded By Councillor Dehart

**(R0276/19/03/18)** THAT Rezoning Application No. Z18-0122 to amend the City of Kelowna Zoning Bylaw No. 8000 by changing the zoning classification of Lot 1 Section 11 Township 20 ODYD Plan 3997, located at 9670 McCarthy Road, Kelowna, BC from the I<sub>3</sub> – Heavy Industrial zone to the I<sub>2</sub> – General Industrial 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 Applicant providing a landscape plan for Planning Staff review and approval;

AND THAT final adoption of the Rezoning Bylaw be considered subsequent to the applicant posting 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 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 February 25, 2019.

Carried

**3.4 McCarthy Rd 9670, BL11790 (Z18-0122) - The Flowr Group (Okanagan) Inc., Inc. No. BC0974062**

Moved By Councillor Given/Seconded By Councillor Wooldridge

**(R0277/19/03/18)** THAT Bylaw No. 11790 be read a first time.

Carried

**3.5 Kyndree Ct 1222 - Z19-0042 - Hans and Krystyna Schubel**

Staff displayed a PowerPoint presentation summarizing the application.

Moved By Councillor Sieben/Seconded By Councillor Donn

**(R0278/19/03/18)** That Rezoning Application No. Z19-0042 to amend the City of Kelowna Zoning Bylaw No. 8000 by changing the zoning classification of Lot A, Section 8, Township 23, ODYD, Plan 33589 located at 1222 Kyndree Ct, Kelowna, BC from the A1 – Agriculture 1 zone to the RR3 – Rural Residential 3 zone be considered by Council;

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

Carried

**3.6 Kyndree Ct 1222, BL11787 (Z19-0042) - Hans and Krystyna Schubel**

Moved By Councillor Wooldridge/Seconded By Councillor Given

**(R0279/19/03/18)** THAT Bylaw No. 11787 be read a first time.

Carried

**3.7 Via Centrale 3200 - OCP18-0020 Z18-0113 - 0971205 B.C. Ltd.**

Staff displayed a PowerPoint presentation summarizing the application and responded to questions from Council.

Moved By Councillor Donn/Seconded By Councillor Wooldridge

**(R0280/19/03/18)** THAT Official Community Plan Map Amendment Application No. OCP18-0020 to amend Map 4.1 in the Kelowna 2030 – Official Community Plan Bylaw No. 10500 by changing the Future Land Use designation for a portion of Lot A Sections 14, 15, 22 and 23 Township 23 ODYD Plan KAP56201 Except Plans KAP68068 and KAP80682 located at 3200 Via Centrale, Kelowna, BC from the REC – Private Recreation designation to the MRL – Multiple Unit Residential (Low Density) designation, as shown on Map "A" attached to the Report from the Community Planning Department dated March 18<sup>th</sup> 2019 be considered by Council;

THAT Rezoning Application No. Z18-0113 to amend the City of Kelowna Zoning Bylaw No. 8000 by changing the zoning classifications for a portion of Lot A Sections 14, 15, 22 and 23 Township 23 ODYD Plan KAP56201 Except Plans KAP68068 and KAP80682 located at 3200 Via Centrale, Kelowna, BC from P3LP – Parks and Open Space (Liquor Primary) to RM3 – Low



Density Multiple Housing, as shown on Map "B" attached to the Report from the Community Planning Department dated March 18th, 2019 be considered by Council;

AND THAT the Official Community Plan Amendment and Rezoning Bylaw be forwarded to a Public Hearing for further consideration.

**Carried**

**3.8 Via Centrale 3200 - OCP18-0020 (BL11789) - 0971205 B.C. Ltd.**

Moved By Councillor Dehart/Seconded By Councillor Donn

**(R0281/19/03/18)** THAT Bylaw No. 11789 be read a first time.

**Carried**

**3.9 Via Centrale 3200, Z18-0113 (BL11791) - 0971205 B.C. Ltd.**

Moved By Councillor Sieben/Seconded By Councillor Dehart

**(R0282/19/03/18)** THAT Bylaw No. 11791 be read a first time.

**Carried**

**3.10 Academy Way 610, DP18-0150 - Watermark Developments Ltd Inc No BC0642787**

Staff displayed a PowerPoint presentation summarizing the application and responded to questions from Council.

Moved By Councillor Hodge/Seconded By Councillor Wooldridge

**(R0283/19/03/18)** THAT Council invite the applicant to address Council.

**Carried**

Applicant, Jim Meiklejohn, Meiklejohn Architects:  
- Responded to questions from Council.

Moved By Councillor Donn/Seconded By Councillor Hodge

**(R0284/19/03/18)** THAT Council authorizes the issuance of Development Permit No. DP18-0150 for Parcel A (being a consolidation of Lots 10 & 11 See CA6510572) Section 3 Township 23 Osoyoos Division Yale District Plan EPP53793, located at 610 Academy Way, 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.

**Carried**

**3.11 Stewart Rd W 4500, Crawford Rd 950, (off of) Saucier Rd A19-0001 - Stewart Brothers Winery Ltd**

Staff displayed a PowerPoint presentation summarizing the application and responded to questions from Council.

Moved By Councillor Given/Seconded By Councillor Hodge

**(Ro285/19/03/18)** THAT Agricultural Land Reserve Appeal No. A19-0001 for Part of Lot 1 Section 32 TWP 29 ODYD Plan 3093, located at 4500 Stewart Rd W, Part of Lot 2 Section 32 TWP 29 ODYD Plan 3093, except Plan KAP58804, located at 4500 Stewart Rd W, Part of Lot 243 Section 32 TWP29 ODYD Plan 1247, located at 950 Crawford Rd and Part of Lot 242 Section 32 TWP29 ODYD Plan 1247, located at (off of) Saucier Rd, Kelowna BC, for a Non-Farm Use in the Agricultural Land Reserve pursuant to Section 20(3) of the Agricultural Land Commission Act, be supported by Council.

**Carried**

Mayor presented the GFOA 2017 Canadian Award for Financial Reporting and the GFOA 2018 Distinguished Budget Presentation Award to Financial Services staff.

**4. Non-Development Reports & Related Bylaws**

**4.1 VOLUME 2 – CARRYOVERS, 2019 FINANCIAL PLAN**

Staff displayed a PowerPoint presentation summarizing the carryovers and responded to questions from Council.

Moved By Councillor Donn/Seconded By Councillor Sieben

**(Ro286/19/03/18)** THAT the 2019 Financial Plan be increased by \$8,330,030 to provide for operating carryover projects and \$134,973,220 for capital carryover projects as summarized in the 2019 Financial Plan Volume 2.

**Carried**

**4.2 Investment of Kelowna Funds for 2018**

Staff displayed a PowerPoint presentation regarding the City's 2018 Investment Portfolio.

Moved By Councillor Donn/Seconded By Councillor Wooldridge

**(Ro287/19/03/18)** THAT Council receives, for information, the Investment of Kelowna Funds for 2018 Report from the Financial Analyst as presented on March 18, 2019.

**Carried**

#### 4.3 Transit 2018/2019 Amended Annual Operating Agreement

Staff displayed a PowerPoint presentation summarizing the amendments to the Agreement.

Moved By Councillor Given/Seconded By Councillor Dehart

**(R0288/19/03/18)** THAT Council approves Amendment #1 to the 2018/2019 Annual Operating Agreement for conventional, community and custom transit as outlined in the report of the Revenue Supervisor dated March 18, 2019;

AND THAT Mayor and Clerk be authorized to execute the Annual Operating Agreement, Amendment #1 as attached to the report of the Revenue Supervisor dated March 18, 2019.

**Carried**

#### 4.4 Uptown Rutland Business Association 2019 Budget

Staff displayed a PowerPoint presentation summarizing the 2019 budget and associated levy for the Uptown Rutland Business Improvement Area.

Moved By Councillor Sieben/Seconded By Councillor Donn

**(R0289/19/03/18)** THAT Council approve the Uptown Rutland Business Association 2019 Budget as attached to the report of the Revenue Supervisor dated March 18, 2019;

AND THAT Council approve the 2019 levy of \$185,079 on the Class 5 and Class 6 properties located within the boundaries of the Uptown Rutland Business Improvement Area.

**Carried**

#### 4.5 Downtown Kelowna Association 2019 Budget

Staff displayed a PowerPoint presentation summarizing the 2019 DKA budget and associated levy for the Downtown Kelowna Business Improvement Area.

Moved By Councillor Hodge/Seconded By Councillor Given

**(R0290/19/03/18)** THAT Council approves the Downtown Kelowna Association 2019 Budget as attached to the report of the Revenue Supervisor dated March 18, 2019.

AND THAT Council approves the 2019 levy of \$924,198 on Class 5 and Class 6 properties located within the boundaries of the Kelowna Downtown Business Improvement Area.

**Carried**

#### 4.6 Downtown Area Parking Plan Development – Project Update

Staff displayed a PowerPoint presentation updating the development of a downtown parking plan and responded to questions from Council.

Moved By Councillor Donn/Seconded By Councillor Dehart

**(R0291/19/03/18)** THAT Council receives, for information, the Report from the Manager, Parking Services, dated March 18, 2019 with respect to the development of an updated parking plan for the downtown area.

Carried**5. Bylaws for Adoption (Non-Development Related)****5.1 Groves Ave 424-460, BL11756 - Road Closure Bylaw**

Mayor Basran invited anyone in the public gallery who deemed themselves affected to come forward, followed by comments from Council.

No one came forward.

Moved By Councillor Given/Seconded By Councillor Wooldridge

**(R0292/19/03/18)** THAT Bylaw No. 11756 be adopted.

Carried**5.2 A portion of Dall Rd, BL11773 - Road Closure Bylaw**

Mayor Basran invited anyone in the public gallery who deemed themselves affected to come forward, followed by comments from Council.

No one came forward.

Moved By Councillor Wooldridge/Seconded By Councillor Given

**(R0293/19/03/18)** THAT Bylaw No. 11773 be adopted.

Carried**6. Mayor and Councillor Items**Councillor Woolridge:

- Attended the Student Strike for Climate Change last Friday and thanked the crowd for their commitment to a peaceful, respectful protest.

Councillor Donn:

- Commented on a local company that developed an app for logging boating trips, sailingplan.ca

Councillor Dehart:

- Attended a few events for Council and Mayor, including the Seniors for learning at Boys and Girls Club on Martin Ave and the ribbon cutting for the Urban Systems Foundation Learning Lab.  
- Attended the 60th annual Canadian Firefighters Curling Championship.

Mayor Basran:

- Thanked the Federal Government for recent flood mediation grant and thanked the Minister, Ralph Goodale and MP, Stephen Fuhr.  
- Congratulated Kelsey Wise who is competing at the Special Olympics in Dubai who won a gold medal.

**7. Termination**

This meeting was declared terminated at 3:15 p.m.



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Mayor Basran  
sf/rvh

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City Clerk

DRAFT

# REPORT TO COUNCIL



**Date:** March 25, 2019

**RIM No.** 1210-10

**To:** City Manager

**From:** Community Planning Department (SS)

**Application:** A19-0002      **Owner:** Coral Beach Farms Ltd., Inc.No. BC0503463

**Address:** 2450 Joe Riche Rd      **Applicant:** Jordan Hettinga, Kent-MacPherson

**Subject:** Application to the ALC for Non-Farm Use in the ALR for the Placement of Fill

Existing OCP Designation: Resource Protection Area/Park

Existing Zone: A1 - Agriculture

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## **1.0 Recommendation**

THAT Agricultural Land Reserve Appeal No. A19-0002 for Part of Lot 7 Sections 18 and 19 TWP 27 ODYD Plan 1991 except (1) Parcel A (Plan A1441) (2) Plan 16599, located at 2450 Joe Riche Rd, Kelowna, for a Non-Farm Use in the Agricultural Land Reserve pursuant to Section 20(3) of the Agricultural Land Commission Act, be supported by Council.

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

## **2.0 Purpose**

To support an application to the Agricultural Land Commission for a Non-Farm Use application for the placement of fill on the property for farm use purposes, under Section 20(3) of the Agricultural Land Commission Act.

## **3.0 Community Planning**

Staff supports the application as proposed. The proposal to place suitable soil on an approximately a 2.5-acre portion of the 25-acre property will restore the land for agriculture to be planted as a cherry orchard. The 2.5-acre reclamation area is a heavily excavated and exhausted gravel pit. The placement of subsoil and topsoil will restore agricultural productivity of the land, encouraging farming and providing significant benefits to local agriculture.

Should the ALC approve the Non-Farm Use application, the applicant will be required to obtain a Soil Permit from the City of Kelowna prior to placing fill on the property.

**4.0 Proposal**

**4.1 Project Description**

The property was previously used for grazing and gravel extraction. The proposal includes placement of 41,600 cubic metres of suitable subsoil and topsoil on a 2.5 acre (1 hectare) gravel pit area of the 25 acre (10 hectare) subject property. Fill placement will be approximately 9 m deep at the high end (northeast), 6m deep at the low end (west) and tapering down to match surrounding grade to ensure appropriate drainage over a 4% slope. This will mimic the natural grade and allow farm machinery access. Placing the fill and raising the ground level will eliminate the existing low point where frost settles; therefore, frost will be directed or flow away from the property. A Natural Environment Development Permit will provide ensure environmental protection measures and appropriate grading for the site adjacent to Gopher Creek.

The ultimate plan for the entire property, with the area filled, is to prepare and plant the usable area of approximately 22 acres for a high density cherry orchard. The offsite fill material, considered to be local material, has been sourced from a number of current developments in the general area.

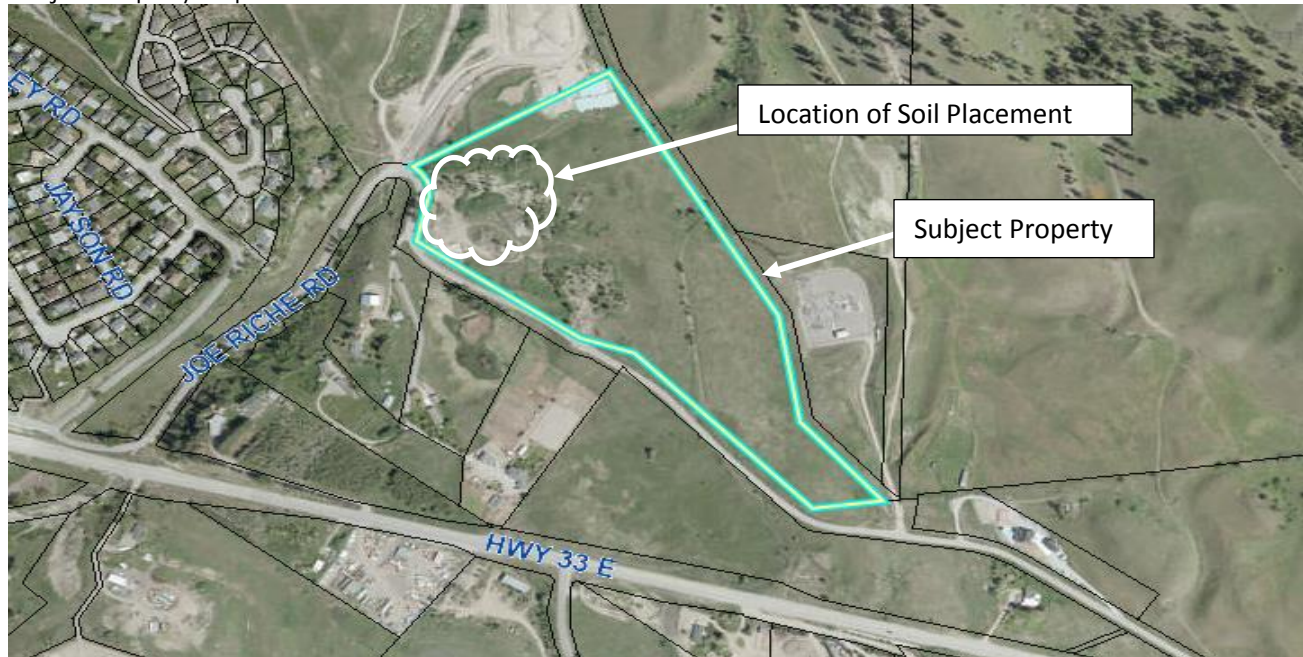
**4.2 Site Context**

The subject property is located in the Belgo – Black Mountain Sector of the City and is within the ALR. The Future Land Use is Resource Protection Area (REP). It is zoned A1 – Agriculture 1 and outside of the Permanent Growth Boundary. The properties slopes downward from the southeast to the northwest.

Adjacent land uses are as follows:

Orientation	Zoning	ALR	Land Use
North	A1 – Agricultural / P4 – Utilities	Partial	Utility
East	A1 – Agricultural / P4 – Utility	Yes	Agriculture / Utility
South	A1 – Agriculture	Yes	Rural Residential
West	A1 - Agricultural	Yes	Agriculture / Rural Residential

Subject Property Map:



## 5.0 Current Development Policies

### 5.1 City of Kelowna Agriculture Plan (2017)

The recently adopted Agricultural Plan recommends several bylaw and policy changes meant to address concern over the non-farm use of ALR land. Specifically, the following updates to the Official Community Plan and Development Application Procedure Bylaw updates are recommended by the plan:

1. Restrict non-farm uses that do not directly benefit agriculture. Only support non-farm uses in farm areas that have a direct and ongoing benefit to agriculture or meet essential requirements of municipal government.

### 5.2 Kelowna Official Community Plan (OCP)

#### Goals for a Sustainable Future

One of the main goals of the OCP is to: Enable healthy and productive agriculture. Promote healthy and productive agriculture through diverse strategies that protect farmlands and food production.

#### Agricultural Land Use Policies

##### **Objective 5.33 Protect and enhance local agriculture Policy .1 - Protect Agricultural Land.**

Retain the agricultural land base by supporting the ALR and by protecting agricultural lands from development, except as otherwise noted in the City of Kelowna Agricultural Plan. Ensure that the primary use of agricultural land is agriculture, regardless of parcel size.

##### **Objective 5.33 Protect and enhance local agriculture Policy .6 - Non-Farm Uses.**

Support non-farm use applications on agricultural lands only where approved by the ALC and where the proposed uses:

- are consistent with the Zoning Bylaw and OCP;
- provide significant benefits to local agriculture;
- can be accommodated using existing municipal infrastructure;
- minimize impacts on productive agricultural lands;
- will not preclude future use of the lands for agriculture;
- will not harm adjacent farm operation

## 6.0 Technical Comments

Comments from referral agencies and departments are in Attachment A.

## 7.0 Application Chronology

Date of Application Received: February 7, 2019  
Agricultural Advisory Committee n/a

**Report prepared by:** Sergio Sartori, Development Technician

**Reviewed by:** Laura Bentley, Community Planning Supervisor

**Approved for Inclusion:** Ryan Smith, Community Planning Department Manager

#### **Attachments:**

Attachment A: Technical Circulation Comments

Attachment B: Site Plan





Feb 8, 2019

File: A19-0002

City of Kelowna  
1435 Water Street  
Kelowna BC V1Y 1J4  
E-mail: [planning@kelowna.ca](mailto:planning@kelowna.ca)

Re: A19-002 ALC Non-Farm Use Application – Removal of Soil and Placement of Fill

To the City of Kelowna,

Thank you for providing the B.C. Ministry of Agriculture the opportunity to comment on the ALC non-farm use application for the property located at 2450 Joe Riche Road. I have reviewed the documents you have provided. From an agricultural perspective I can provide the following comments for your consideration:

- The Ministry of Agriculture supports the placement of good quality fill when it provides a benefit to agriculture. The addition of fill to this area will increase the agricultural productivity of the land, and therefore be a positive benefit to agriculture.
- The Agriculture Land Commission’s (ALC) Policy L-23 Placement of Fill for Soil Bound Agricultural Activities specifies the ALC’s approach to the placement of fill for agricultural purposes.

If you have any questions please contact me directly at [christina.forbes@gov.bc.ca](mailto:christina.forbes@gov.bc.ca) or 250-861-7201.

Sincerely,

Christina Forbes, P.Ag  
Regional Agrologist  
B.C. Ministry of Agriculture – Kelowna  
Office: (250) 861-7201  
E-mail: [christina.forbes@gov.bc.ca](mailto:christina.forbes@gov.bc.ca)  
Email copy: ALC Regional Planner, [ALC.Okanagan@gov.bc.ca](mailto:ALC.Okanagan@gov.bc.ca)

OCIP 15m SETBACK LINE (BLUE) & RIPARIAN MANAGEMENT AREA

NOTES:  
 ORIGINAL CONTOURS ARE BASED ON FIELD SURVEY AND CITY GIS DATA.  
 ESTIMATED FILL VOLUME - 41,600m<sup>3</sup>



PRELIMINARY

**ATTACHMENT B**

This forms part of application  
 # A19-0002

Planner  
 Initials SS



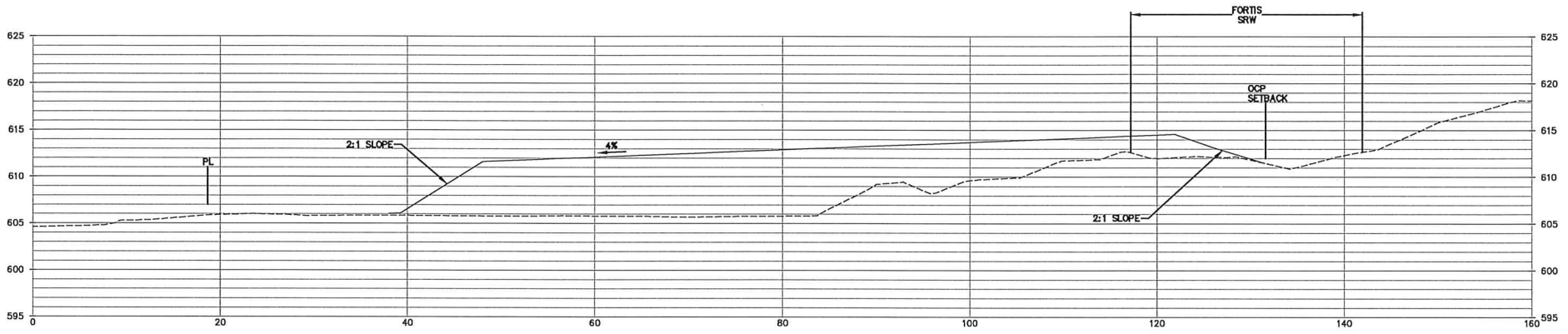
SURFACE ELEVATION DATA			
NUMBER	MINIMUM ELEVATION	MAXIMUM ELEVATION	COLOR
1	-8.00	-6.00	Red
2	-6.00	-4.00	Red
3	-4.00	-2.00	Red
4	-2.00	0.00	Orange
5	0.00	2.00	Light Green
6	2.00	4.00	Green
7	4.00	6.00	Dark Green
8	6.00	8.00	Dark Green

2450 JOE RICH ROAD  
 PROJECT No. 18104  
 DRAWING No. SK-01  
 SCALE 1:1000  
 January 25, 2019



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PRELIMINARY



2450 JOE RICH ROAD  
SECTION VIEW  
PROJECT No.18104  
DRAWING No.SK-01  
SCALE 1:###  
January 25, 2019



L:\General Data\Projects-2018\VB04 - 2450 Joe Rich Road\CAD\SKETCHES\18104-SK-01.dwg January 25, 2019 10:46:00am

# REPORT TO COUNCIL



**Date:** March 25<sup>th</sup> 2019

**RIM No.** 1250-01

**To:** City Manager

**From:** Community Planning Department (AK)

**Application:** A19-0005 and FH19-0001      **Owner:** Geen, David

**Address:** 2975 Gallagher Drive      **Applicant:** Sellinger, Bob

**Subject:** ALR Non-Adhering Residential Use Permit and Temporary Farm Worker Housing Permit

Existing OCP Designation: REP – Resource Protection Area

Existing Zone: A1 – Agriculture 1

---

## 1.0 Recommendation

THAT Agricultural Land Reserve Appeal No. A19-0005 for Lot A, Section 12, Township 26, ODYD, Plan EPP71625 located at 2975 Gallagher Drive, Kelowna, BC for a non-adhering residential use permit pursuant to Section 25 of the *Agricultural Land Commission Act*, be supported by Council;

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

AND THAT Council authorizes the issuance of Temporary Farm Worker Housing Permit No. FH19-0001 for Lot A, Section 12, Township 26, ODYD, Plan EPP71625 located at 2975 Gallagher Drive, Kelowna, BC subject to the following:

1. Approval by the Agricultural Land Commission of Non-Adhering Residential Use Permit Application #A19-0005;
2. The dimensions and siting of the building to be constructed on the land be in accordance with Schedule "A,"
3. A minimum 3-metre-wide vegetated buffer is provided for screening to adjacent property lines and between the temporary farm worker housing and active farming areas.
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 landscape buffer, as determined by a Registered Landscape Architect;
5. Registration of a Section 219 restrictive covenant on title that states:
  - The dwellings will be used for temporary farm workers only;

- The owner will remove the dwellings if the farm operation changes such that if they are no longer required;
- The dwellings will only be used for farm workers for a maximum of eight (8) months of the year;
- The maximum number of accommodation permitted on this farm unit within this City sector is 60 workers; and,
- The temporary farm worker housing building footprint is a maximum of 0.3ha.

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

## **2.0 Purpose**

To consider an ALR Non-Adhering Residential Use Permit and Temporary Farm Worker Housing Permit to allow for proposed temporary residences on non-permanent foundations to accommodate 60 temporary agricultural workers on the subject property.

## **3.0 Community Planning**

Community Planning staff support the application for temporary farm worker housing for a maximum of 60 agriculture workers on the subject property. The proposed temporary farm worker accommodation meets the regulations of the Zoning Bylaw and the guidelines stated in Official Community Plan. The proposal is also consistent with Ministry of Agriculture standards for temporary farm worker accommodation.

Specifically, agriculture is the principal use on the parcel, and the applicant has demonstrated that the housing is necessary to accommodate farm employees whose residence on the farm property is considered critical to the overall operation of the farm. The proposed accommodation is on non-permanent foundations which is the preferred solution where the need for farm worker housing is justified. The proposed housing meets the needs of the farming operation and is located in an area of the property that minimizes the residential impact to agriculture.

## **4.0 Proposal**

### **4.1 Background**

The property is farmed by Coral Beach Farms Ltd. The company currently has 810 acres of cherries planted with an additional 310 acres planned by 2020 for a total of 1,120 acres. 300 of those acres will be in the City of Kelowna. The majority of land owned or leased by the company is in the Central and North Okanagan. In 2018 the company produced 3,750 tons of cherries, and upwards of 6,000 tons is expected by 2021. The cherries are currently packed at the company's facility in Carr's Landing and a new packing facility is proposed for a property on Highway 97 N to handle future demand.

Coral Beach Farms employs approximately 1,000 staff in the peak summer season, 40 to 80 staff in the shoulder seasons (spring and fall), and 15 staff year round. By 2023 the company expects to employ over 1,400 staff. Approximately 60% of seasonal staff are brought in under the Seasonal Agricultural Workers Program (SAWP) program from Mexico and Jamaica, with the remainder primarily being international backpackers and out-of-province Canadians. The company currently has 550 beds for SAWP staff plus 100 beds of rented accommodation and 250 beds at serviced campsites. In 2018 the property owners obtained permission for Temporary Farm Worker Housing to house 140 workers at another location on Shanks Road (TA18-0001/FH18-0001).

Effective February 22, 2019, the Agricultural Land Commission Act and the ALR Use Regulation has been amended. If a landowner wishes to have residences for temporary farm worker accommodation the landowner must submit an application to the Agricultural Land Commission, through the local government, seeking Commission approval (ALCA, ss. 20.1(2), 25). This type of application is deemed to be an “application for a non-adhering residential use”. In addition to the Temporary Farm Worker Housing Permit the property owners have applied to the ALC for a non-adhering residential use.

#### 4.2 Project Description

The property owners have applied for permits to accommodate 60 workers on the subject site located at 2975 Gallagher Road. The subject property is zoned for A1 - Agriculture and located within the Agricultural Land Reserve (ALR). The lot is 61 hectares (151 acres) in area. Approximately 35 acres are presently planted as cherry orchard and nursery with another 55 acres to be planted this spring. The proposed accommodation is required in order to house seasonal workers to maintain the cherry orchard on the property and nearby orchards of Coral Beach Farms.

The application is for a total of 60 beds for temporary farm worker housing (TFWH) in temporary structures on non-permanent foundations. Specifically, the proposal is to accommodate 60 seasonal farm workers by placing 12 'ATCO' trailers on the property. The housing will be located in two 'pods' of 6 trailers each. Each pod contains 30 beds, shared washrooms and a common kitchen area.

The trailers are located near a low-point of the property that is not being farmed as it deemed to be a frost pocket. The proposed location is not highly visible from the surrounding area. Additionally, the proposed location of the trailers is near an access easement used as a driveway to the site and is meant to minimize any potential conflicts with the orchard.

In accordance with the City of Kelowna Farm Protection Development Permit Guidelines a 3m wide landscape buffer will be required for screening to adjacent properties liens and between the temporary farm working housing and active farming areas.

#### 4.3 Site Context

The site is located outside of the Permanent Growth Boundary and within the Belgo-Black Mountain City Sector. The site is located on a portion of Layer Cake Mountain and was planted with cherries starting in 2017/18. The lot is adjacent to Mission Creek to the south and west which is designated as Park in the Official Community Plan and Zoned P3 – Parks and Open Space. The lot is adjacent to Kirschner Mountain to the north which is designated S2Res – Single/Two Unit Residential in the OCP and zoned A1 – Agriculture 1. The property is accessed by easement from Gallagher Road to the east, and the location of the access easement will likely become a future road to service Kirschner Mountain development.

### 5.0 Current Development Policies

#### 5.1 Kelowna Official Community Plan (OCP)

### Chapter 5: Development Process

*Objective 5.33 Protect and enhance local agriculture.*

Policy 5.33.1 Protect Agricultural Land. Retain the agricultural land base by supporting the ALR and by protecting agricultural lands from development, except as otherwise noted in the City of Kelowna Agricultural Plan. Ensure that the primary use of agricultural land is agriculture, regardless of parcel size.

*Objective 5.34 Preserve productive agricultural land.*

Policy 5.34.2 Farm Help Housing. Accommodation for farm help on the same agricultural parcel will be considered only where:

- Agriculture is the principal use on the parcel; and
- The applicant demonstrates that the additional housing is necessary to accommodate farm employee(s) whose residence on the farm property is considered critical to the overall operation of the farm. The primary consideration is whether the scale of the farm operation is large enough that permanent help is deemed necessary.
- Temporary farm worker housing (e.g. bunkhouse accommodation on non-permanent foundations) is the preferred solution where the need for farm worker housing is justified.

**Chapter 15 Farm Protection Development Permit Guidelines.**

Design temporary farm working housing such that:

- Temporary farm worker housing should use all existing dwellings within the farm unit, prior to building new temporary farm worker housing, unless the existing dwellings are used for a use consistent with the Agriculture Land Commission Act. Alternatively, the existing dwellings on the farm unit must be removed, decommissioned to an approved use or demolished including decommissioning the existing septic system, prior to the authorization of a new temporary farm worker housing structure.
- Temporary farm worker housing footprint should be contiguous with the residential footprint (i.e. homeplate) and / or within 50 metres of the road and/or located to maximize agricultural potential and limit negative impacts on the farm parcel.
- Temporary farm worker housing should have a minimum 3 metre wide vegetated buffer for screening to adjacent property lines and between the temporary farm worker housing and active farming areas.

5.2 City of Kelowna Agriculture Plan

Allow Temporary Farm Worker Housing, as permitted by City of Kelowna bylaw. Temporary Farm Worker Housing, as permitted by the City of Kelowna, should be allowed. The TFWH footprint means the portion of a lot that includes all structures, driveways and parking areas associated with the temporary farm worker housing, including but not limited to structures for cooking, sanitary, living and sleeping. The footprint does not include the vegetated buffer.

**6.0 Technical Comments**

6.1 Building & Permitting Department

- Full Plan check for Building Code related issues will be done at time of Building Permit applications. Please indicate how the requirements of Radon mitigation and NAFS are being applied to this complex at time of permit application.

6.2 Development Engineering Department

- Access driveway to the subject property is to be built to BCBC standard for driveway access.

- The on-site treatment and disposal of wastewater is under the jurisdiction of the Public Health Officer.
- The subject property is located within the Black Mountain Irrigation District (BMID) all fees and upgrades must be dealt with directly with BMID

6.3 Ministry of Agriculture

- Letter dated January 25<sup>th</sup> 2019 attached.

7.0 **Application Chronology**

Date of Application Received: November 29<sup>th</sup> 2018  
Date Public Consultation Completed: February 21<sup>st</sup> 2019

**Prepared by:** Alex Kondor, Planner Specialist

**Reviewed by:** Laura Bentley, Community Planning Supervisor

**Approved for Inclusion:** Ryan Smith, Community Planning Department Manager

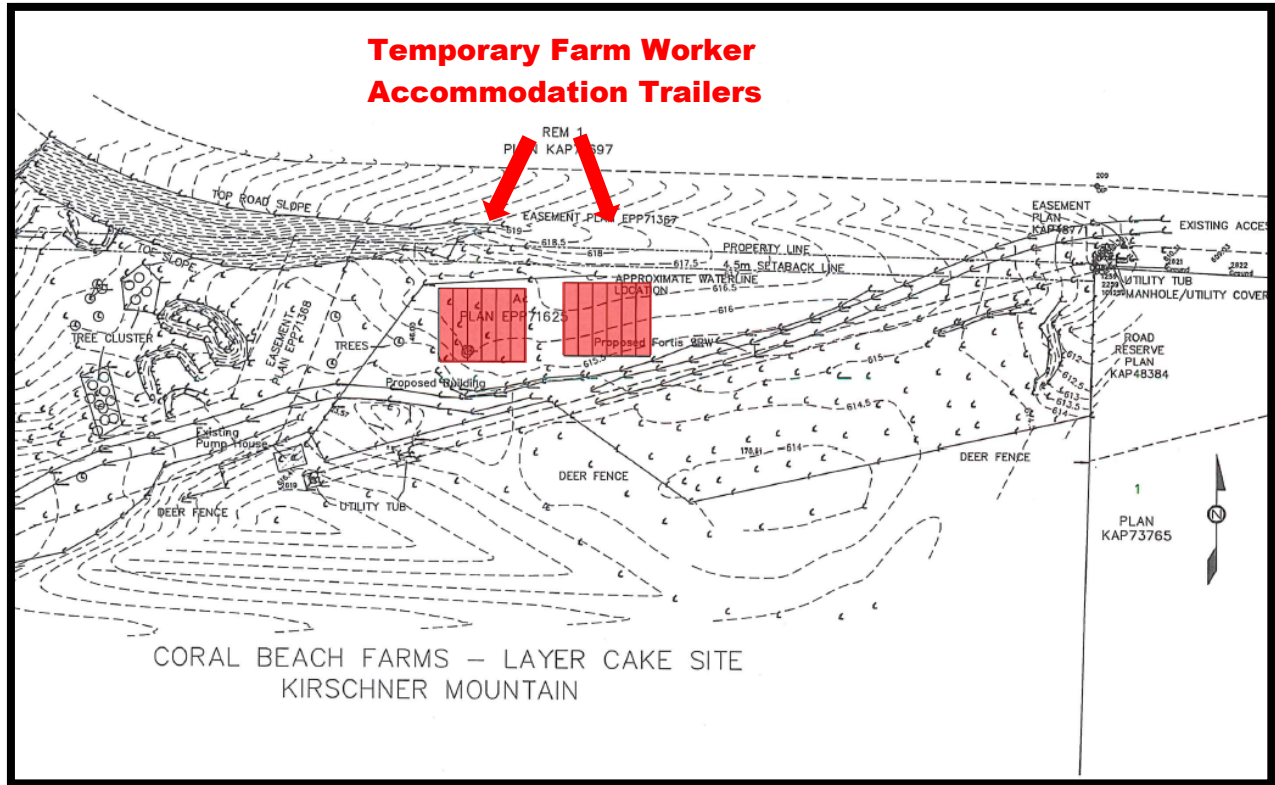
**Attachments:**

Schedule A – Site Plan  
Schedule B – Agrologist Report  
Attachment C – Letter from Ministry of Agriculture  
Attachment D – ALC Non-Adhering Residential Use Application



# SCHEDULE A – Site Plan

Subject: A19-0005 and FH19-0001



# SCHEDULE B – Agrologist Report

Subject: A19-0005 and FH19-0001



## **FarmQuest Consulting Ltd**

**3755 Haskins Road East**

**Creston, B.C. V0B 1G1**

**Mobile: (250) 428-1742 Email: dholder@telus.net**

November 2, 2018

To Whom It Concerns;

I visited the "Layer Cake" farm site owned and operated by David Geen of Coral Beach Farms on Wednesday, October 31<sup>st</sup> to assess the proposed location for worker accommodation on this farm.

It is my view that the proposed worker accommodation site will be ideally located on this property and will have the least impact on the agricultural capability of the land base. The proposed accommodation site has the following characteristics:

- It is located in the least productive area of the property due to the topography of the land. If planted, the proposed accommodation site would have a high risk for crop loss due to the potential for spring frost.
- It is a highly suitable for worker accommodation facilities due to:
  - o Easy and immediate access to the property entrance
  - o Located on the perimeter of the farming operation
  - o Convenient access to power and water sources
  - o Shade from existing conifers for housing and worker rest area

There are approximately 100 acres currently under cultivation on this farm which have been fenced, planted to cherries or prepared for planting in 2019 and 2020. As the cherry orchard matures, the labour requirement during the peak demand for labour at harvest is estimated to be 1 worker per acre.

The photos included in this report illustrate the proposed worker accommodation site and the view of the current farming operation from that site.

Kind Regards,

A handwritten signature in black ink, appearing to read "D. Holder".

Duane Holder P.Ag.

FarmQuest Consulting Ltd.

Photo 1. Proposed Worker Accommodation site.

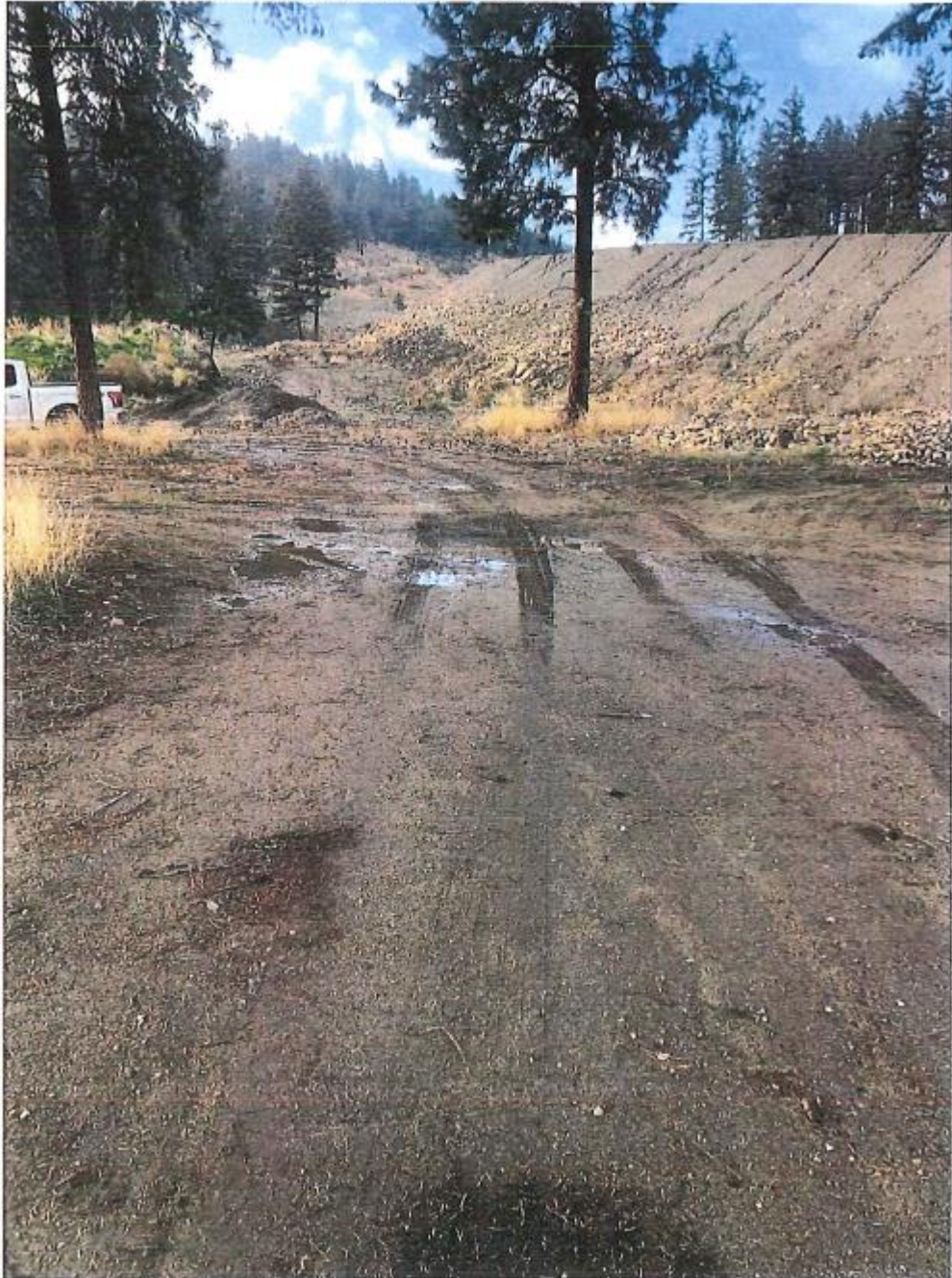


Photo 2. Existing farming operation adjacent to proposed accommodation site.



# SCHEDULE C – Letter from Ministry of Agriculture



Subject: A19-0005 and FH19-0001



January 25/19

File: FH19-0001

City of Kelowna  
1435 Water Street  
Kelowna BC V1Y 1J4  
E-mail: [planninginfo@kelowna.ca](mailto:planninginfo@kelowna.ca)

Re: FH19-0001 Temporary Farm Worker Accommodation 2975 Gallagher Road

To the City of Kelowna,

Thank you for providing the B.C. Ministry of Agriculture the opportunity to comment on the application to allow temporary farm worker housing (TFWH) accommodation for the property located at 2975 Gallagher Road. I have reviewed the documents you have provided and can provide the following comments:

- Ministry staff support the development of seasonal farm worker accommodation appropriate to the farm operation's agricultural activity, and consistent with the Agricultural Land Commission's (ALC) Policy L-09 Additional Residences for Farm Help Accommodation.
- The City of Kelowna's TFWH criteria refer to the requirements for the physical accommodations. This application would benefit from a detailed description of the nature of the proposed buildings, including their adherence to the criteria such as that:
  - the accommodation style should be provided as "bunkhouse" which is very minimalist in nature;
  - new TFWH should be in an existing building or a mobile home; and
  - housing is to be provided on a temporary foundation and no basement is permitted.
- As you are aware, more information on the federal Seasonal Farm Worker Program (SAWP) can be located online here: <https://www.canada.ca/en/employment-social-development/services/foreign-workers/agricultural/seasonal-agricultural.html>

If you have any questions please contact me directly at [christina.forbes@gov.bc.ca](mailto:christina.forbes@gov.bc.ca) or 250-861-7201.

Sincerely,

A handwritten signature in blue ink, appearing to read "Christina Forbes".

Christina Forbes, P.Ag  
Regional Agrologist  
B.C. Ministry of Agriculture – Kelowna  
Office: (250) 861-7201  
E-mail: [christina.forbes@gov.bc.ca](mailto:christina.forbes@gov.bc.ca)  
Email copy: ALC Planner, [ALC.Okanagan@gov.bc.ca](mailto:ALC.Okanagan@gov.bc.ca)

# SCHEDULE D – ALC Non-Adhering Residential Use Application



Subject: A19-0005 and FH19-0001

**ALC**

## Provincial Agricultural Land Commission - Applicant Submission

**Application ID:** 58738  
**Application Status:** Under LG Review  
**Applicant:** David Geen , Laura Geen  
**Agent:** David Geen  
**Local Government:** City of Kelowna  
**Local Government Date of Receipt:** 03/04/2019  
**ALC Date of Receipt:** This application has not been submitted to ALC yet.  
**Proposal Type:** Non-Adhering Residential Use - Additional Residence for Farm Use  
**Proposal:** To build 2 drill camp style dormitories to accommodate 60 seasonal farm workers. Each drill camp consists of 6 ATCO trailers (12x62) mounted on steel skids. We have planted a cherry orchard on the property and will be planting more this spring. Harvesting cherries is labour intensive, and the industry requires more seasonal workers than reside in the Okanagan. In order for the farm to have a sufficient number of workers there is no alternative to hiring workers through the SAWP program, which requires the farmer to provide accommodation. These 60 workers will allow us to harvest 20ha of cherries.

### Agent Information

**Agent:** David Geen  
**Mailing Address:**  
[REDACTED]  
**Primary Phone:** [REDACTED]  
**Mobile Phone:** ([REDACTED])  
**Email:** [REDACTED]

### Parcel Information

**Parcel(s) Under Application**

- Ownership Type:** Fee Simple  
**Parcel Identifier:** 030-555-787  
**Legal Description:** LOT A SECTION 12 TOWNSHIP 26 OSOYOOS DIVISION YALE DISTRICT PLAN EPP71625  
**Parcel Area:** 61.3 ha  
**Civic Address:** 2975 Gallagher Rd, Kelowna, BC, V1P 1H1  
**Date of Purchase:** 06/09/2017  
**Farm Classification:** Yes

#### Current Use of Parcels Under Application

**1. Quantify and describe in detail all agriculture that currently takes place on the parcel(s).**

*8.5 ha Nursery (cherry and apple trees)  
8.0 ha Cherry Orchard*

*22.5 ha will be planted to cherry orchard in spring of 2019*

**2. Quantify and describe in detail all agricultural improvements made to the parcel(s).**

*26 ha cleared in 2017  
15 ha of land contouring in 2017 and 2018  
39 ha of Land prep in 2017 and 2018  
Irrigation mainline to connect to irrigation district and pump house built in 2018  
39 ha fenced in 2018  
39 ha Irrigation mains and sub-mains installed in 2018*

**3. Quantify and describe all non-agricultural uses that currently take place on the parcel(s).**

*There is no current non-agricultural use; however there is an ALC approved easement for a stormwater abatement pond for the adjacent planned subdivision*

#### Adjacent Land Uses

##### North

**Land Use Type:** Residential  
**Specify Activity:** Future Residential Subdivision

##### East

**Land Use Type:** Agricultural/Farm  
**Specify Activity:** Single Family Homes and Livestock

##### South

**Land Use Type:** Recreational  
**Specify Activity:** Regional Park

##### West

**Land Use Type:** Recreational  
**Specify Activity:** Regional Park

#### Proposal

**1. What is the purpose of the proposal?**

*To build 2 drill camp style dormitories to accommodate 60 seasonal farm workers. Each drill camp consists of 6 ATCO trailers (12x62) mounted on steel skids. We have planted a cherry orchard on the property and will be planting more this spring. Harvesting cherries is labour intensive, and the industry requires more seasonal workers than reside in the Okanagan. In order for the farm to have a sufficient number of workers there is no alternative to hiring workers through the SAWP program, which requires the farmer to provide accommodation. These 60 workers will allow us to harvest 20ha of cherries.*

**2. Describe the necessity for an additional residence for farm use and how it will support agriculture in the short or long term.**

*In the short term, the accommodations are required in order to house seasonal workers to maintain the 8.5 ha nursery and the 30.5 ha of orchard that will be on the property this year. We are also depending on these 60 workers to harvest some 500 tons of cherries from our other orchards in the vicinity this coming year. We have no alternative accommodation, and rental accommodation is not a viable option in the peak of the Okanagan's tourism season.*

**Applicant:** David Geen , Laura Geen

*In the long term, the accommodation will house seasonal workers to prune, spray, harvest, etc the minimum of 39 ha of orchard we are planting on the property. Cherries are a labour intensive crop that cannot be farmed without workers that are not available locally. Building accommodations and hiring seasonal workers is critical to bringing this farmland into full productive capacity. The proposed farm worker housing is located between the orchard and the future neighbouring subdivision. In effect, the farm worker housing will act as a buffer between the orchard and future homes, and reduce residential conflicts with farming operations such as spraying and helicopter use. Additionally, the proposed farm worker housing is built on steel skids and will have no permanent foundation. City of Kelowna bylaws require that if the accommodations are unused for 2 consecutive years they must be removed from the property.*

**3. Describe the size, type and number, as well as occupancy of all residential structures currently located on the property.**

*There are currently no residences on the property.*

**4. What is the total floor area of the proposed additional residence in square metres?**

*830 m<sup>2</sup>*

**5. Describe the rationale for the proposed location of the additional residence.**

*The proposed site is located on the worst farmland on the property, being that it is located at a local low point in the terrain, and as such is a frost pocket. This is land that will not be farmed regardless of the outcome of this application. Additionally it is located very close to the entrance of the property which does two things. It satisfies the City of Kelowna's requirement that the accommodation be located within 60m of the property line, and it minimizes use conflict between the accommodation and the orchard. Any other site on the property would require workers to travel through the orchard to reach the accommodation and would require significantly more buffering of the accommodation. The location of the proposed camp between the orchard and the future subdivision to the north also means that the camp acts as a buffer between the orchard and the future residences*

**6. What is the total area of infrastructure necessary to support the additional residence?**

*The buildings, buffers, parking, septic field, and all associated infrastructure will be 0.3 ha*

**7. Do you need to import any fill to construct the additional residence or infrastructure?**

*No*

**Applicant Attachments**

- Agent Agreement - David Geen
- Other correspondence or file information - Proof of Farm Status
- Other correspondence or file information - Map of Kelowna Orchards
- Other correspondence or file information - Stormwater Pond Decision
- Proposal Sketch - 58738
- Site Photo - Site Photograph
- Site Photo - Camp Photographs
- Professional Report - Agrologist Letter
- Other correspondence or file information - Stormwater Pond Map
- Certificate of Title - 030-555-787

**ALC Attachments**

None.

**Decisions**

**Applicant:** David Geen , Laura Geen



# REPORT TO COUNCIL



**Date:** March 25, 2019

**RIM No.** 1250-30

**To:** City Manager

**From:** Community Planning Department (HB)

**Application:** Z15-0027      **Owner:** 1409493 Alberta Inc., Inc. No. 2014094938

**Address:** 815, 823-825, 829 & 831 Leon Avenue and 814 & 822 Harvey Avenue      **Applicant:** Meiklejohn Architects Inc.

**Subject:** Rescind Bylaw No. 11354

Existing Zone: RU6-Two Dwelling Housing

Proposed Zone: RM6-Medium Density Multiple Housing

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## 1.0 Recommendation

THAT Council receives, for information, the Report from the Community Planning Department dated March 25, 2019 with respect to Rezoning Application No. Z15-0027 for the property located at 815, 823-825, 829 & 831 Leon Avenue and 814 & 822 Harvey Avenue;

AND THAT Bylaw No. 11354 be forwarded for rescindment consideration and the file be closed.

## 2.0 Purpose

To rescind all three readings given to Rezoning Bylaw No. 11354 and direct Staff to close the file.

## 3.0 Community Planning

An application to rezone the subject property was made on May 25, 2015 to rezone from the RU6- Two Dwelling Housing zone to the RM6-Medium Density Multiple Housing zone.

Bylaw No. 11354 received 2<sup>nd</sup> and 3<sup>rd</sup> readings at a Regular Meeting of Council on February 21, 2017, following the Public Hearing held on the same date. On March 05, 2018, a request for an extension from March 5, 2018 to March 7, 2019 was approved by Council to allow the applicant more time to work on meeting the outstanding requirements to dedicate and/or provide a right of way for a pedestrian walk from Harvey to Leon as well as pay for all the off-site servicing costs, which are still not complete. As such, Community Planning Staff are recommending that Rezoning Bylaw No. 11358 be rescinded.

**Subject Property Map:** 815, 823-825, 829 & 831 Leon Avenue and 814 & 822 Harvey Avenue



### 5.0 Application Chronology

Date of Application Received: May 25, 2015  
Date of Public Hearing: February 21, 2017  
Date of Rezoning Extension: March 5, 2018

**Report prepared by:** Heather Benmore on behalf of Adam Cseke, Planner Specialist  
**Reviewed by:** Terry Barton, Urban Planning Manager  
**Approved for Inclusion:** Ryan Smith, Community Planning Department Manager

# CITY OF KELOWNA

## BYLAW NO. 11354

### Z15-0027 – 815, 823-825, 829 & 831 Leon Avenue and 814 & 822 Harvey Avenue

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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 the following properties located in Kelowna, BC from the RU6 – Two Dwelling Housing Zone to the RM5 – Medium Density Multiple Housing Zone:
  - Lot A District Lot 138 ODYD Plan 4974 Except Plan 36604, located at 814 Harvey Ave
  - Lot 1 District Lot 138 ODYD Plan 8961 Except Plan 36604, located 822 Harvey Ave
  - Lot B District Lot 138 ODYD Plan 4974, located at 815 Leon Ave
  - Lot 1 District Lot 138 ODYD Plan 9710, located at 823-825 Leon Ave
  - Lot 2 District Lot 138 ODYD Plan 9710, located at 829 Leon Ave
  - Lot A District Lot 137 ODYD Plan 11329, located at 831 Leon Ave
  - The lane that exists between 797 and 863 Leon Ave
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 30<sup>th</sup> day of January, 2017.

Considered at a Public Hearing on the 21<sup>st</sup> day of February, 2017.

Read a second and third time by the Municipal Council this 21<sup>st</sup> day of February, 2017.

First, second and third readings rescinded by the Municipal Council this

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Mayor

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City Clerk

# REPORT TO COUNCIL



**Date:** March 25, 2019

**RIM No.** 1250-30

**To:** City Manager

**From:** Community Planning Department (KB)

**Application:** Z19-0005      **Owner:** Salco Management Ltd.,  
Inc.No. BCo744182

**Address:** 547-559 Bernard Avenue      **Applicant:** Flora (Bernard) Enterprises Inc.

**Subject:** Rezoning Application

Existing OCP Designation:      MXR – Mixed Use (Residential / Commercial)

Existing Zone:      C7 – Central Business Commercial

Proposed Zone:      C7rcs - Central Business Commercial (Retail Cannabis Sales)

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## 1.0 Recommendation

THAT Rezoning Application No. Z19-0005 to amend the City of Kelowna Zoning Bylaw No. 8000 by changing the zoning classification of Lot A District Lot 139 Osoyoos Division Yale District Plan 5470, located at 547-559 Bernard Avenue, Kelowna, BC from the C7 – Central Business Commercial zone to the C7 – Central Business Commercial (Retail Cannabis Sales) 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 approval of the Ministry of Transportation and Infrastructure;

AND FURTHER THAT if the Rezoning Bylaw is adopted, Council direct Staff to send a recommendation to the British Columbia Liquor and Cannabis Regulation Branch that they support issuance of a non-medical cannabis retail store license for this legal lot with the following comments:

- The proposed location meets local government bylaw requirements and as such, no negative impact is anticipated;
- The views of the residents were captured during a public hearing process for the rezoning of the property and Council meeting minutes summarizing those views are attached; and
- Local government recommends that the application be approved because of compliance with local regulations and policies.

## 2.0 Purpose

To rezone the subject property to facilitate the development of a retail cannabis sales establishment.

## 3.0 Community Planning

Community Planning Staff recommend support for the rezoning application to allow for a retail cannabis sales establishment on the subject property. This application was received prior to the close of the first intake of retail cannabis sales establishment applications on November 30, 2018. As such, it was evaluated in accordance with a Council-endorsed process and was selected, through a lottery process, to move forward with the City's standard rezoning process, established in the Development Application Procedures Bylaw. This application received a score of 81.43, and the overall average overall score of all applications evaluated was 69.53.

Should Council support the proposed Rezoning Bylaw, the property would be rezoned to a retail cannabis sales subzone, and Staff would send a recommendation to the British Columbia Liquor and Cannabis Regulation Branch indicating support for issuance of a non-medical cannabis retail store licence for this property.

The application meets the Zoning Bylaw No. 8000 and there are no variances being requested. Further, the applicant has confirmed the completion of public notification in accordance with Council Policy No. 367.

## 4.0 Proposal

### 4.1 Background

The unit proposed to be used for the retail cannabis sales establishment is currently an existing food primary establishment. A tenant improvement building permit would be required for the conversion of use for this unit.

### 4.2 Site Context

The subject property is located on the south side of Bernard Avenue, between Ellis Street and Bertram Street. It is within the Downtown Urban Centre. Sensitive uses that were identified within a 150 metre radius include a Liquor Primary Establishment and a Social Services Office.

Specifically, adjacent land uses are as follows:

Orientation	Zoning	Land Use
North	C7 – Central Business Commercial	Commercial & Future Residential
East	C7 – Central Business Commercial	Commercial
South	C7 – Central Business Commercial	Commercial
West	C7 – Central Business Commercial	Commercial

**Subject Property Map: 547-559 Bernard Avenue**



**5.0 Technical Comments**

**5.1 Development Engineering Department**

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

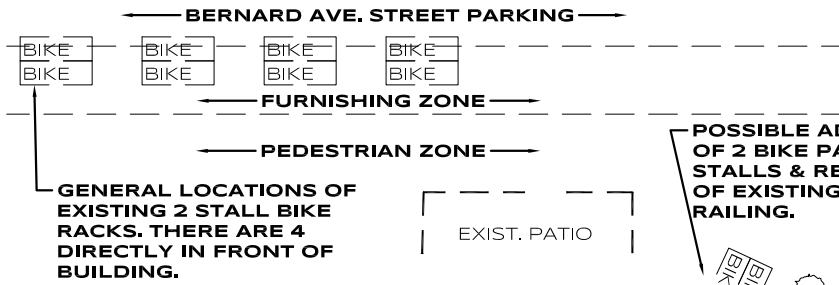
**6.0 Application Chronology**

Date of Committee Evaluation of Application: January 16, 2019  
Date of Application Accepted: February 8, 2019  
Date Public Notification Completed: February 27, 2019

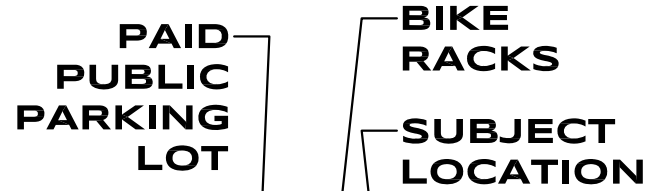
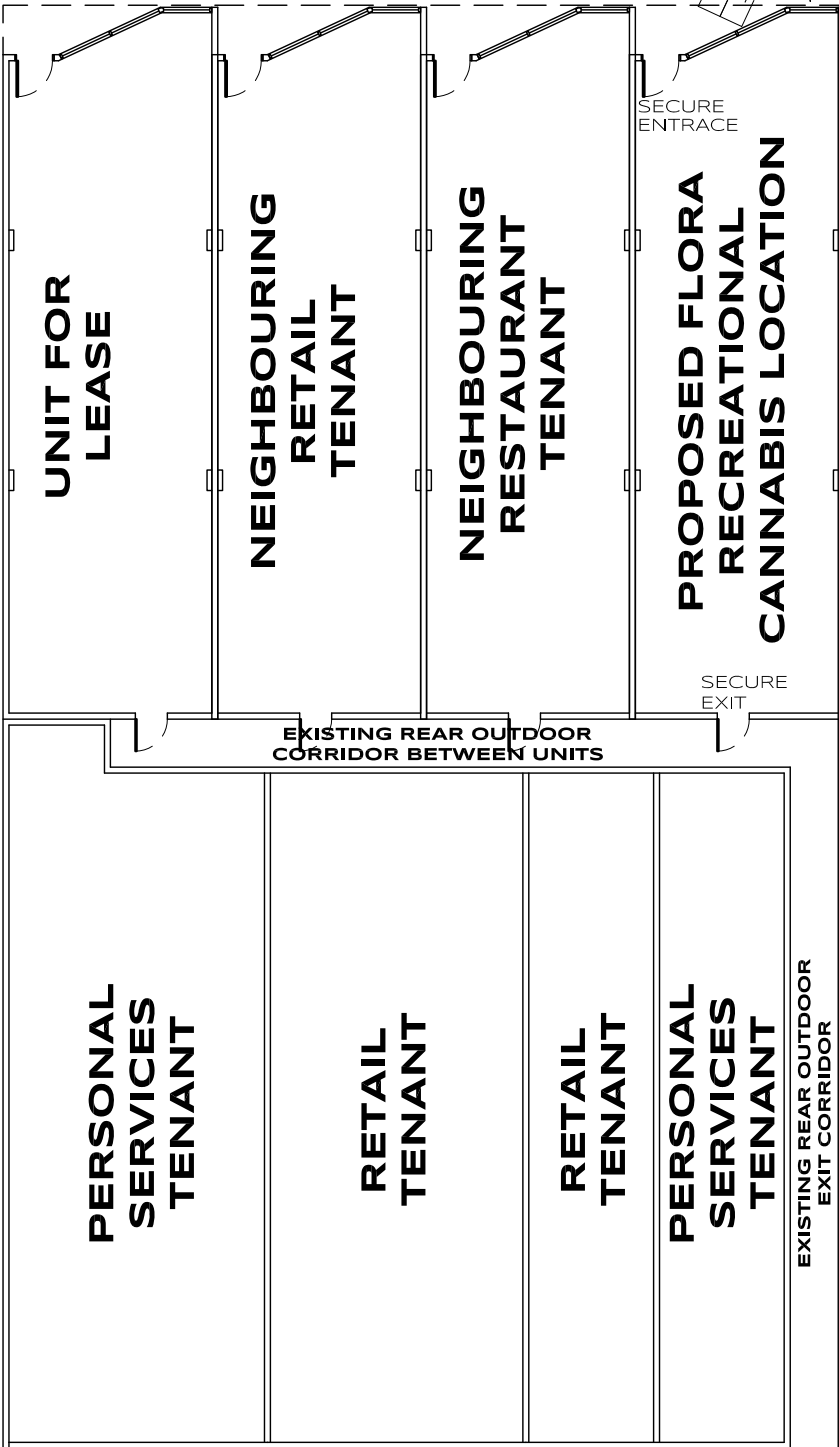
**Report prepared by:** Kimberly Brunet, Planner  
**Reviewed by:** Terry Barton, Urban Planning Manager  
**Approved for Inclusion:** Ryan Smith, Community Planning Department Manager

**Attachments:**

Attachment "A" - Site Plan



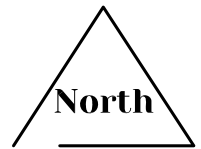
**site plan**  
1/16" = 1'-0"



**city map**  
NTS

GLA = 717 SQ. M.  
GFA = 674 SQ. M.  
NFA = 717 SQ. M.

**NOTE: NEIGHBOURING TENANT UNIT SIZES, EXIT AND ENTRANCE LOCATIONS, REAR CORRIDOR WIDTHS APPROXIMATE. OVERALL BUILDING DIMENSIONS EXTEND TO PROPERTY LINE.**



PARKING LOT

**Leigh Blackburn**

REGISTERED INTERIOR DESIGNER

LBLACKBURNCREATIVE@GMAIL.COM  
250 575 8833

**Flora Recreational Cannabis**

553 BERNARD AVE.  
KELOWNA, BC  
PLAN KAP5470, LOT A,  
DISTRICT LOT 139  
PID: 002-790-378

/ DATE: NOV. 26, 2018  
/ SCALE: AS NOTED  
/ DRAWN BY: LB

ISSUED FOR:

- 1 RE-ZONING NOV. 2018
- 2
- 3
- 4

SITE PLAN

1 of 1

**CITY OF KELOWNA**  
**BYLAW NO. 11775**  
**Z19-0005 – 547-559 Bernard Ave**

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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 A District Lot 139 Osoyoos Division Yale District Plan 5470, located on Bernard Avenue, Kelowna, BC from the C7 – Central Business Commercial zone to the C7rcs – Central Business Commercial (Retail Cannabis Sales) zone.
2. This bylaw shall come into full force and effect and is binding on all persons as and from the date of adoption.

Read a first time by the Municipal Council this

Considered at a Public Hearing on the

Read a second and third time by the Municipal Council this

Approved under the Transportation Act this .

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(Approving Officer – Ministry of Transportation)

Adopted by the Municipal Council of the City of Kelowna this

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Mayor

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City Clerk





**2.0 Purpose**

To rezone the subject property to facilitate the development of a retail cannabis sales establishment.

**3.0 Community Planning**

Community Planning Staff recommend support for the rezoning application to allow for a retail cannabis sales establishment on the subject property. This application was received prior to the close of the first intake of retail cannabis sales establishment applications on November 30, 2018. As such, it was evaluated in accordance with a Council-endorsed process and was selected, based on its score, to move forward with the City’s standard rezoning process, established in the Development Application Procedures Bylaw. This application received a score of 82.86, and the average overall score of all applications evaluated was 69.53.

Should Council support the proposed Rezoning Bylaw, the property would be rezoned to a retail cannabis sales subzone, and Staff would send a recommendation to the British Columbia Liquor and Cannabis Regulation Branch indicating support for issuance of a non-medical cannabis retail store licence for this property.

The application meets the Zoning Bylaw No. 8000 and there are no variances being requested. The subject property is a strata lot, and the Community Planning Department has received written confirmation that the strata has approved the application for a retail cannabis sales establishment on this property. Further, the applicant has confirmed the completion of public notification in accordance with Council Policy No. 367.

**4.0 Proposal**

**4.1 Background**

A retail cannabis sales establishment is proposed to be located within an existing ground-floor commercial space, in the northeast corner of the building.

**4.2 Site Context**

The subject property is located at the southeast corner of the Glenmore Road and Kane Road intersection. Sensitive uses that were identified within a 150 metre radius include a Liquor Primary Establishment (at 435 Glenmore Road) and a Retail Liquor Sales Establishment (located at 1936-1940 Kane Road).

Specifically, adjacent land uses are as follows:

<b>Orientation</b>	<b>Zoning</b>	<b>Land Use</b>
North	C3 – Community Commercial C3LR – Community Commercial (Retail Liquor Sales)	Commercial
East	P3 – Parks and Open Space RM5 – Medium Density Multiple Housing	Public Park Residential
South	C3LR – Community Commercial (Liquor Primary)	Commercial
West	RU1 – Large Lot Housing RU2 – Medium Lot Housing	Residential

**Subject Property Map: 401 Glenmore Road**



**5.0 Technical Comments**

**5.1 Development Engineering Department**

The application to rezone the subject property to C3rcs to allow for a retail cannabis sales establishment does not compromise any City of Kelowna municipal infrastructure.

**6.0 Application Chronology**

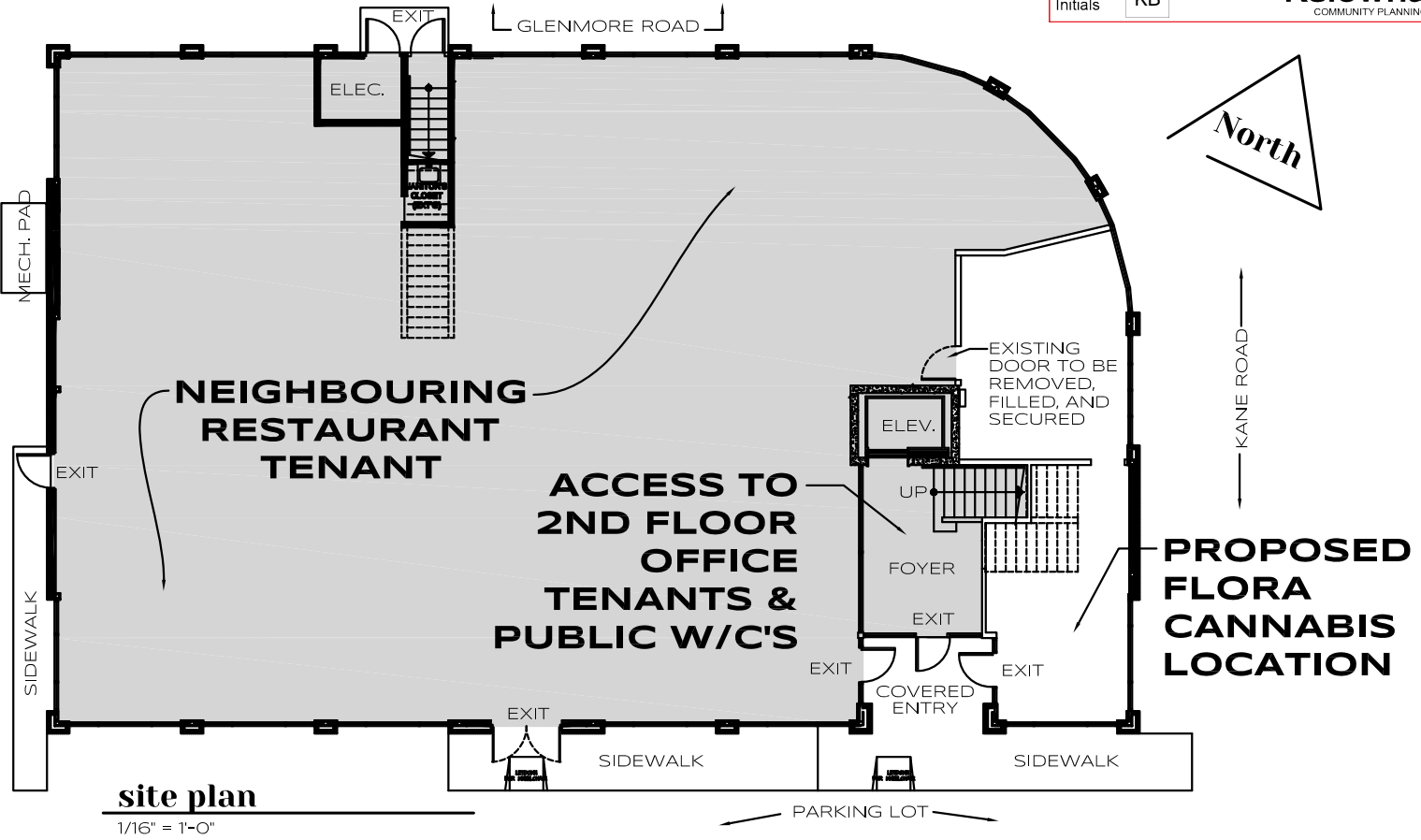
Date of Committee Evaluation of Application: January 10, 2019  
Date of Application Accepted: February 4, 2019  
Date Public Notification Completed: February 27, 2019

**Report prepared by:** Kimberly Brunet, Planner  
**Reviewed by:** Terry Barton, Urban Planning Manager  
**Approved for Inclusion:** Ryan Smith, Community Planning Department Manager

**Attachments:**

Attachment "A" – Site Plan

# Site Plans



**GLA = 984 SQ. M.  
 GFA = 1040 SQ. M.**

**city map**  
 NTS

<p><b>Leigh Blackburn</b>                  REGISTERED INTERIOR DESIGNER</p>	<p><b>Flora Recreational Cannabis</b></p>	<p>/ DATE: NOV. 16, 2018                  / SCALE: AS NOTED                  / DRAWN BY: LB</p>	<p>SITE PLAN</p>
<p>LBLACKBURNCREATIVE@GMAIL.COM                  250 575 8833</p>	<p>101-401 GLENMORE RD.                  KELOWNA, BC                  K3545, LOT CP                  PID: 027-670-058</p>	<p><b>ISSUED FOR:</b>                  1 RE-ZONING NOV. 2018                  2                  3                  4</p>	<p><b>1 of 1</b></p>

**CITY OF KELOWNA**  
**BYLAW NO. 11778**  
**Z19-0006 – 401 Glenmore Rd**

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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 Strata Lot 1 Section 32 Township 26 Osoyoos Division Yale District Strata Plan KAS3545 Together With An Interest In The Common Property In Proportion To The Unit Entitlement Of The Strata Lot As Shown On Form V, located on Glenmore Road, Kelowna, BC from the C<sub>3</sub> – Community Commercial zone to the C<sub>3</sub>rcs – Community Commercial (Retail Cannabis Sales) zone.
2. This bylaw shall come into full force and effect and is binding on all persons as and from the date of adoption.

Read a first time by the Municipal Council this

Considered at a Public Hearing on the

Read a second and third time by the Municipal Council this

Adopted by the Municipal Council of the City of Kelowna this

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Mayor

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City Clerk

# REPORT TO COUNCIL



**Date:** March 25, 2019

**RIM No.** 1250-30

**To:** City Manager

**From:** Community Planning Department (KB)

**Application:** TA19-0008 Z19-0013      **Owner:** Save on Shoes Ltd., Inc.No. 397854

**Address:** 3818 Gordon Drive      **Applicant:** Steven Jones

**Subject:** Rezoning Application

Existing OCP Designation: COMM - Commercial

Existing Zone: C2 – Neighbourhood Commercial

Proposed Zone: C2rcs – Neighbourhood Commercial (Retail Cannabis Sales)

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## 1.0 Recommendation

AND THAT Zoning Bylaw Text Amendment Application No. TA19-0008 to amend City of Kelowna Zoning Bylaw No. 8000 as outlined in the Report from the Community Planning Department dated March 11, 2019 be considered by Council;

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

AND THAT final adoption of the Zoning Bylaw Text Amendment Application No. TA19-0008 be considered subsequent to the approval of the Ministry of Transportation and Infrastructure;

AND THAT Rezoning Application No. Z19-0013 to amend the City of Kelowna Zoning Bylaw No. 8000 by changing the zoning classification of Lot B District Lot 134 Osoyoos Division Yale District Plan 40137, located at 3818 Gordon Drive, Kelowna, BC from the C2 – Neighbourhood Commercial zone to the C2rcs – Neighbourhood Commercial (Retail Cannabis Sales) zone, be considered by Council;

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

AND FURTHER THAT if the Rezoning Bylaw is adopted, Council direct Staff to send a recommendation to the British Columbia Liquor and Cannabis Regulation Branch that they support issuance of a non-medical cannabis retail store license for this legal lot with the following comments:

- The proposed location meets local government bylaw requirements and as such, no negative impact is anticipated;

- The views of the residents were captured during a public hearing process for the rezoning of the property and Council meeting minutes summarizing those views are attached; and
- Local government recommends that the application be approved because of compliance with local regulations and policies.

## **2.0 Purpose**

To rezone the subject property to facilitate the development of a retail cannabis sales establishment and to amend the Zoning Bylaw by correcting the wording of the C2 – Neighbourhood Commercial subzones in Section 14.2, and creating a C1orls/rcs subzone combination in both Section 01 and Section 14.10.

## **3.0 Community Planning**

Community Planning Staff recommend support for the rezoning application to allow for a retail cannabis sales establishment on the subject property. This application was received prior to the close of the first intake of retail cannabis sales establishment applications on November 30, 2018. As such, it was evaluated in accordance with a Council-endorsed process and was selected, based on its score, to move forward with the City's standard rezoning process, established in the Development Application Procedures Bylaw. This application received a score of 86.43, and the average overall score of all applications evaluated was 69.53. There were no other applications for rezoning to a retail cannabis sales establishment received that were located within a 500 metre radius of this property.

Should Council support the proposed Rezoning Bylaw, the property would be rezoned to a retail cannabis sales subzone, and Staff would send a recommendation to the British Columbia Liquor and Cannabis Regulation Branch indicating support for issuance of a non-medical cannabis retail store licence for this property.

The application meets the Zoning Bylaw No. 8000 and there are no variances being requested as part of this application. Further, the applicant has confirmed the completion of public notification in accordance with Council Policy No. 367.

Staff are also asking for Council consideration of Zoning Bylaw Text Amendment Application TA19-0008. This proposed amendment includes a correction to the wording of the C2 – Neighbourhood Commercial subzones in Section 14 (C2rcs and C2rls/rcs only), as well as the addition of a C1orls/rcs subzone, which was omitted in error during the first text amendment application for retail cannabis sales. This requires additions to section 01 and Section 14.10, creating a C1orls/rcs subzone combination.

## **4.0 Proposal**

### **4.1 Background**

The unit proposed to be used for the retail cannabis sales establishment is currently an existing retail store. The applicant is proposing creating a separate, smaller (approximately 600 ft<sup>2</sup>) retail space within this existing retail store.

### **4.2 Site Context**

The subject property is located on the west side of Gordon Drive, to the south of Cook Road. While it borders residential properties to the west and south, there were no sensitive uses (as identified in a Council-endorsed scoring matrix) identified within a 150 metre radius.

Specifically, adjacent land uses are as follows:

Orientation	Zoning	Land Use
North	C2 – Neighbourhood Commercial	Commercial
East	A1 – Agriculture 1	Agriculture
South	RM3 – Low Density Multiple Housing	Residential
West	RM3 – Low Density Multiple Housing	Residential

**Subject Property Map: 3818 Gordon Drive**



**5.0 Technical Comments**

5.1 Development Engineering Department

The application to rezone the subject property to C2rcs to allow for a retail cannabis sales establishment, does not compromise any City of Kelowna Municipal Infrastructure.

**6.0 Application Chronology**

Date of Committee Evaluation of Application: January 9, 2019  
 Date of Application Accepted: February 4, 2019  
 Date Public Notification Completed: February 26, 2019



**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" – Summary Table of Proposed Text Amendments to Zoning Bylaw No. 8000

Attachment "A" – Site Plan

Attachment "B" – Applicant's Letter of Rationale

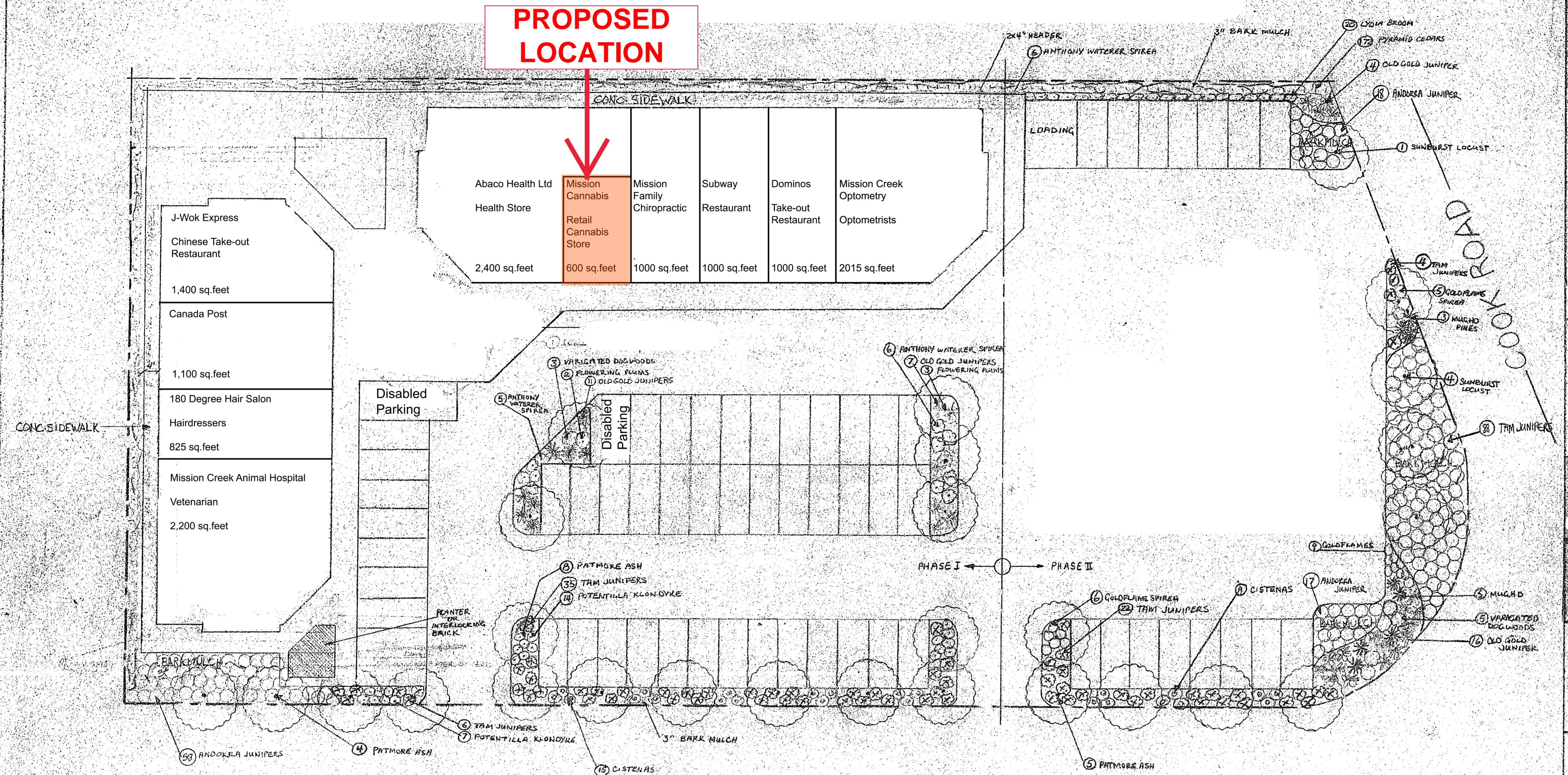
**SCHEDULE "A" – Amendments to City of Kelowna Zoning Bylaw No. 8000**

**TA19-0008**

<b>Zoning Bylaw No. 8000</b>						
<b>No.</b>	<b>Section</b>	<b>Existing Text</b>		<b>Proposed Text</b>		<b>Rationale</b>
1.	Section 01 – General Administration  1.3 – Zoning Map	<b>Section 14 – Commercial Zones</b>		<b>Section 14 – Commercial Zones</b>		Addition of a C1orls/rcs subzone combination
		C10 C10lp C10lp/rls C10rls C10rcs C10lp/rcs C10lp/rls/rcs	Service Commercial Service Commercial (Liquor Primary) Service Commercial (Liquor Primary/Retail Liquor Sales) Service Commercial (Retail Liquor Sales) Service Commercial (Retail Cannabis Sales) Service Commercial (Liquor Primary/Retail Cannabis Sales) Service Commercial (Liquor Primary/Retail Liquor Sales/Retail Cannabis Sales)	C10 C10lp C10lp/rls C10rls C10rcs <b>C10rls/rcs</b> C10lp/rcs C10lp/rls/rcs	Service Commercial Service Commercial (Liquor Primary) Service Commercial (Liquor Primary/Retail Liquor Sales) Service Commercial (Retail Liquor Sales) Service Commercial (Retail Cannabis Sales) <b>Service Commercial (Retail Liquor Sales/Retail Cannabis Sales)</b> Service Commercial (Liquor Primary/Retail Cannabis Sales) Service Commercial (Liquor Primary/Retail Liquor Sales/Retail Cannabis Sales)	
2.	Section 14 – Commercial Zones	<b>C2 – Neighbourhood Commercial/ C2rls – Neighbourhood Commercial (Retail Liquor Sales) C2rcs – Community Commercial (Retail Cannabis Sales)</b>		<b>C2 – Neighbourhood Commercial/ C2rls – Neighbourhood Commercial (Retail Liquor Sales) C2rcs – <b>Neighbourhood</b> Commercial (Retail Cannabis Sales)</b>		Correction to the wording of the C2 – Neighbourhood Commercial Zone in Section 14.

	14.2 – C2 – Neighbourhood Commercial	C2rls/rcs – Community Commercial (Retail Liquor Sales/Retail Cannabis Sales)	C2rls/rcs – <b>Neighbourhood</b> Commercial (Retail Liquor Sales/Retail Cannabis Sales)	
3.	Section 14 – Commercial Zones  14.10 – C10 – Service Commercial	C10 – Service Commercial C10lp – Service Commercial (Liquor Primary) C10lp/rls – Service Commercial (Liquor Primary/Retail Liquor Sales) C10rls – Service Commercial (Retail Liquor Sales) C10rcs - Service Commercial (Retail Cannabis Sales) C10lp/rcs - Service Commercial (Liquor Primary/Retail Cannabis Sales) C10lp/rls/rcs - Service Commercial (Liquor Primary/Retail Liquor Sales/Retail Cannabis Sales)	C10 – Service Commercial C10lp – Service Commercial (Liquor Primary) C10lp/rls – Service Commercial (Liquor Primary/Retail Liquor Sales) C10rls – Service Commercial (Retail Liquor Sales) C10rcs - Service Commercial (Retail Cannabis Sales) <b>C10rls/rcs - Service Commercial (Retail Liquor Sales/Retail Cannabis Sales)</b> C10lp/rcs - Service Commercial (Liquor Primary/Retail Cannabis Sales) C10lp/rls/rcs - Service Commercial (Liquor Primary/Retail Liquor Sales/Retail Cannabis Sales)	Addition of a C10rls/rcs subzone combination
4.	Section 14 – Commercial Zones  14.10.2 – Principal Uses	(ii) retail cannabis sales establishment (C10rcs, C10lp/rcs, and C10lp/rls/rcs only)	(ii) retail cannabis sales establishment (C10rcs, <b>C10rls/rcs</b> , C10lp/rcs, and C10lp/rls/rcs only)	Addition of C10rls/rcs to the Principal Uses Section of the C10 zone

# Store Footages and Car Parking Calculation



**PLANT LIST**

QU	COMMON NAME	BOTANICAL NAME	SIZE
17	PATMORE ASH	Fraxinus penn. 'Patmore'	1 1/2 Cal
5	SUNBURST LOCUST	Gleditsia tri. inermis Sunburst	1 1/2 Cal
5	FLOWERING PLUMS	Prunus cerasifera Nigra	1 Cal
1	TOPWORKED WEEPING CRAB	Malus Cheal's Weeping Topworked	5' Standard
8	VARIGATED DOGWOOD	Cornus alba 'Elegantissima'	2 Gal
21	POTENTILLA KLONDYKE	Potentilla fruticosa 'Klondyke'	2 Gal
24	CISTENAS	Prunus 'Cistena'	2 Gal
11	ANTHONY WATERER SPIREA	Spiraea x bumalda 'Anthony Waterer'	2 Gal
20	GOLDFLAME SPIREA	Spiraea x bumalda 'Goldflame'	2 Gal
20	LYDIA BROOM	Cytisus 'Lydia'	1 Gal
5	MUCHO PINES	Pinus Mucho Mucho	5 Gal
155	TRIM JUNIPERS	Juniperus sabinna Tamariscifolia	2 Gal
34	OLD GOLD JUNIPERS	Juniperus chinensis 'Old Gold'	2 Gal
172	PYRAMID CEDARS	Thuja occidentalis 'Pyramidalis'	3'
73	ANDREA JUNIPERS	Juniperus horizontalis 'Andrea'	2 Gal

## Car Park Space Calculation

Veteranians	= 2,200
180 degree Hair Salon	= 825
Canada Post	= 1100
JWOK Restaurant	= 1400
Abaco Health	= 2400
Mission Cannabis	= 600
Mission Family Chiropractic	= 1000
Subway	= 1000
Dominos	= 1000
Mission Optometrist	= 2015
<b>Total Store Sales Square Footage</b>	<b>= 13,540 sq.ft</b>

## GORDON DRIVE

13,540 square feet total sales/office space in the entire mall

13,540 square feet \* 0.092903 converts into square meters = 1257.91 sq.m

City of Kelowna requires 3 parking stall per 100 sq.m of sales floor

1257.91 sq.m / 100 sq.m = 12.57 \* 3 stall = minimum of 37.73 or parking stalls

Mission Station Mall has 46 stalls and exceeds the minimum requirement of 38

Prepared by Steven Jones

### PROJECT: MISSION STATION

Create separate space for Mission Cannabis taken from space from Abaco Health

### DRAWING: LANDSCAPING:

DATE: 19-Nov-2018 SCALE: 1/16

1160 1-1

## **City of Kelowna - Project Rationale**

### **Retail Cannabis Store in Kelowna Lower Mission area**

We plan to open a government approved retail cannabis store at 3818 Gordon Drive in the lower Mission area of Kelowna, with the support of local and provincial government to meet the needs of local residents and tourists.

On October 17th the Federal Government legalised the sale of recreational cannabis and allowed licenced retail stores to sell cannabis, subject to having provincial and local government approval. The City of Kelowna is accepting applications for Retail Cannabis Stores in the Kelowna area and is restricting the zones allowed and placement of potential stores in Kelowna, in order to keep stores away from sensitive areas like schools, parks, social services etc to protect the youth from exposure to cannabis.

Legal cannabis sales could reach \$6.5 billion by 2020, according to an estimate from CIBC analysts. CIBC analysts predicted cannabis sales could top sales of spirits. 63 percent of current cannabis users in Canada plan to make purchases at legal retailers, according to a survey commissioned by Deloitte that polled 1,500 Canadians. By the survey's estimates, the legal cannabis market could generate \$4.3 billion in sales next year.

Abaco Health at 3818 Gordon Drive in the Lower Mission, leased extra space from their Landlord (Chris Cavacuiti) in 2016 specifically to hold this business space for a future retail cannabis store location. The owners of Abaco Health have obtained their landlord's written approval along with their neighbouring businesses verbal approval. This extra 600 sq.foot space will created by rebuilding a fire wall to separate Abaco Health from the new store space.

This proposed store location is in C2 zone, which allows for Cannabis retail stores for secondary use. This store location meets all the set back requirements for distance to primary and secondary schools, social services, day care centers, other liquor establishments and other retail cannabis stores.

This is a unique location in Kelowna and presents an opportunity to meet the needs of the City of Kelowna in terms of setbacks and zoning, meet the needs of Kelowna residents in providing a needed service, providing additional jobs and income for local people and additional revenues to the City of Kelowna through business licencing fees, tourism and potentially sales taxes too.

The location sits in a small strip mall on the busy Gordon drive. This mall is a "destination" mall and not the kind of mall people go to for browsing. This limits the number of children walking around the mall and makes this a unique location in limiting exposure to children.

The owners of Abaco Health, Steven and Shauna Jones have over 35 years experience in retail management. In the the last 13 years they created and developed Abaco Health, a natural health store, selling over 3,000 government approved natural products to Kelowna residents,

nationally and internationally through the online business [www.abacohealth.com](http://www.abacohealth.com) that Steven developed.

They are uniquely positioned in this optimum location, their experience setting up and managing retail stores and additionally through Steven's experience as a medical cannabis patient for many years.

Steven and Shauna have secured more than enough financing through family and friends to create this store and get it open for business in a timely manner without any need for financing from a bank.

# CITY OF KELOWNA

## BYLAW NO. 11782

### TA19-0008 – Commercial Zones Cannabis Amendments

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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 **Section 1 – General Administration, 1.3 – Zoning Map, 1.3.1 Section 14 – Commercial Zones** be amended by adding the following subzone in its appropriate location:

**"C1orls/rcs – Service Commercial (Retail Liquor Sales/Retail Cannabis Sales)"**

2. AND THAT **Section 14 – Commercial Zones, 14.2 C2 – Neighbourhood Commercial**, title be amended by deleting:

**"C2rcs – Community Commercial (Retail Cannabis Sales)"**

**"C2rls/rcs – Community Commercial (Retail Liquor Sales/Retail Cannabis Sales)"**

And replacing it with:

**"C2rcs – Neighbourhood Commercial (Retail Cannabis Sales)"**

**"C2rls/rcs – Neighbourhood Commercial (Retail Liquor Sales/Retail Cannabis Sales)"**

3. AND THAT **Section 14 – Commercial Zones, 14.10 Service Commercial** be amended by adding the following subzone in its appropriate location:

**"C1orls/rcs – Service Commercial (Retail Liquor Sales/Retail Cannabis Sales)"**

4. AND THAT **Section 14 – Commercial Zones, 14.10 Service Commercial, 12.10.2 Principal Uses** be amended by deleting:

**"(ii) retail cannabis sales establishment (C1orcs, C1olp/rcs, and C1olp/rs/rcs only)"**

And replacing it with:

**"(ii) retail cannabis sales establishment (C1orcs, C1orls/rcs, C1olp/rcs, and C1olp/rls/rcs only)"**

5. This bylaw shall come into full force and effect and is binding on all persons as and from the date of adoption.

Read a first time by the Municipal Council this

Considered at a Public Hearing on the

Read a second and third time by the Municipal Council this

Approved under the Transportation Act this

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(Approving Officer-Ministry of Transportation)

Adopted by the Municipal Council of the City of Kelowna this

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Mayor

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City Clerk



**CITY OF KELOWNA**  
**BYLAW NO. 11783**  
**Z19-0013 – 3818 Gordon Drive**

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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 of Lot B District Lot 134 Osoyoos Division Yale District Plan 40137, located on Gordon Drive, Kelowna, BC from the C2 – Neighbourhood Commercial zone to the C2rcs – Neighbourhood Commercial (Retail Cannabis Sales) zone.

This bylaw shall come into full force and effect and is binding on all persons as and from the date of adoption.

Read a first time by the Municipal Council this

Considered at a Public Hearing on the

Read a second and third time by the Municipal Council this

Approved under the Transportation Act this .

---

(Approving Officer – Ministry of Transportation)

Adopted by the Municipal Council of the City of Kelowna this

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Mayor

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City Clerk

# REPORT TO COUNCIL



**Date:** March 25, 2019

**RIM No.** 1250-30

**To:** City Manager

**From:** Community Planning Department (KB)

**Application:** Z19-0026      **Owner:** Canada West Realty Ltd.,  
Inc.No. 71313

**Address:** 140-160 Rutland Road South      **Applicant:** Christy & Associates

**Subject:** Rezoning Application

Existing OCP Designation:      MXR – Mixed Use (Residential / Commercial)

Existing Zone:      C4 – Urban Centre Commercial

Proposed Zone:      C4rcs – Urban Centre Commercial (Retail Cannabis Sales)

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## 1.0 Recommendation

THAT Rezoning Application No. Z19-0026 to amend the City of Kelowna Zoning Bylaw No. 8000 by changing the zoning classification of Lot 1 Section 23 Township 26 Osoyoos Division Yale District Plan 18642, located at 140-160 Rutland Road South, Kelowna, BC from the C4 – Urban Centre Commercial zone to the C4rcs – Urban Centre Commercial (Retail Cannabis Sales) 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 approval of the Ministry of Transportation and Infrastructure;

AND FURTHER THAT if the Rezoning Bylaw is adopted, Council direct Staff to send a recommendation to the British Columbia Liquor and Cannabis Regulation Branch that they support issuance of a non-medical cannabis retail store license for this legal lot with the following comments:

- The proposed location meets local government bylaw requirements and as such, no negative impact is anticipated;
- The views of the residents were captured during a public hearing process for the rezoning of the property and Council meeting minutes summarizing those views are attached; and
- Local government recommends that the application be approved because of compliance with local regulations and policies.

## 2.0 Purpose

To rezone the subject property to facilitate the development of a retail cannabis sales establishment.

## 3.0 Community Planning

Community Planning Staff recommend support for the rezoning application to allow for a retail cannabis sales establishment on the subject property. This application was received prior to the close of the first intake of retail cannabis sales establishment applications on November 30, 2018. As such, it was evaluated in accordance with a Council-endorsed process and was selected, through a lottery process, to move forward with the City's standard rezoning process, established in the Development Application Procedures Bylaw. This application received a score of 73.57, and the overall average overall score of all applications evaluated was 69.53.

Should Council support the proposed Rezoning Bylaw, the property would be rezoned to a retail cannabis sales subzone, and Staff would send a recommendation to the British Columbia Liquor and Cannabis Regulation Branch indicating support for issuance of a non-medical cannabis retail store licence for this property.

The application meets the Zoning Bylaw No. 8000 and there are no variances being requested. Further, the applicant has confirmed the completion of public notification in accordance with Council Policy No. 367.

## 4.0 Proposal

### 4.1 Background

The unit proposed to be used for the retail cannabis sales establishment is an existing commercial unit, in the northernmost tenant space fronting on Rutland Road South. There is a cannabis themed accessories and clothing store located two tenant spaces down from the proposed retail cannabis sales establishment.

### 4.2 Site Context

The subject property is located on Rutland Road South, in close proximity to the intersection with Highway 33. It is located within the Rutland Urban Centre. Sensitive Uses that were identified within a 150 metre radius include a Public Library, Retail Liquor Sales Establishment and Social Services Offices.

Specifically, adjacent land uses are as follows:

Orientation	Zoning	Land Use
North	C4 – Urban Centre Commercial	Commercial
East	C4 – Urban Centre Commercial C4LP – Urban Centre Commercial	Commercial
South	C4 – Urban Centre Commercial P1 – Major Institutional	Commercial Government Services
West	C4 – Urban Centre Commercial	Commercial

**Subject Property Map: 140-160 Rutland Road South**



**5.0 Technical Comments**

**5.1 Development Engineering Department**

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

These Development Engineering comments/requirements are subject to the review and requirements from the Ministry of Transportation (MOTI) Infrastructure Branch.

**6.0 Application Chronology**

Date of Committee Evaluation of Application: January 16, 2019  
Date of Application Accepted: February 8, 2019  
Date Public Notification Completed: February 26, 2019

**Report prepared by:** Kimberly Brunet, Planner  
**Reviewed by:** Terry Barton, Urban Planning Manager  
**Approved for Inclusion:** Ryan Smith, Community Planning Department Manager

**Attachments:**

Attachment "A" - Site Plan



**CITY OF KELOWNA**

**BYLAW NO. 11779**

**Z19-0026 – 140-160 Rutland Rd South**

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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 23 Township 26 Osoyoos Division Yale District Plan 18642, located on Rutland Road South, Kelowna, BC from the C4 – Urban Centre Commercial zone to the C4rcs – Urban Centre Commercial (Retail Cannabis Sales) zone.

This bylaw shall come into full force and effect and is binding on all persons as and from the date of adoption.

Read a first time by the Municipal Council this

Considered at a Public Hearing on the

Read a second and third time by the Municipal Council this

Approved under the Transportation Act this .

---

(Approving Officer – Ministry of Transportation)

Adopted by the Municipal Council of the City of Kelowna this

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Mayor

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City Clerk



## 2.0 Purpose

To rezone the subject property to facilitate the development of a retail cannabis sales establishment.

## 3.0 Community Planning

Community Planning Staff recommend support for the rezoning application to allow for a retail cannabis sales establishment on the subject property. This application was received prior to the close of the first intake of retail cannabis sales establishment applications on November 30, 2018. As such, it was evaluated in accordance with a Council-endorsed process and was selected, based on its score, to move forward with the City's standard rezoning process, established in the Development Application Procedures Bylaw. The application received a score of 90.00, which was the highest scoring application considered by the committee. For comparison, the average overall score of all applications evaluated was 69.53.

Should Council support the proposed Rezoning Bylaw, the property would be rezoned to a retail cannabis sales subzone, and Staff would send a recommendation to the British Columbia Liquor and Cannabis Regulation Branch indicating support for issuance of a non-medical cannabis retail store license for this property.

The application meets the Zoning Bylaw No. 8000 and there are no variances being requested. Further, the applicant has confirmed the completion of public notification in accordance with Council Policy No. 367.

## 4.0 Proposal

### 4.1 Background

The unit proposed to be used for the retail cannabis sales establishment was previously another retail store, and is currently vacant.

### 4.2 Site Context

The subject property is located at the southeast corner of the Springfield Road and Cooper Road intersection. It is in close proximity to Orchard Park Shopping Centre and Orchard Plaza. Sensitive uses that were identified within a 150 metre radius include a Child Care Centre, Major (located within a Religious Assembly at 2091 Springfield Road) and a Retail Liquor Sales Establishment (located within a Retail Store at 1840-1920 Cooper Road).

Specifically, adjacent land uses are as follows:

Orientation	Zoning	Land Use
North	C4 – Urban Centre Commercial C6 – Regional Commercial	Commercial
East	C4 - Urban Centre Commercial	Commercial
South	RM5 – Medium Density Multiple Housing	Residential
West	P2 – Education and Minor Institutional A1 – Agriculture 1	Religious Assembly / Child Care Centre, Major Agriculture



**Subject Property Map: 2121 Springfield Road**



**5.0 Technical Comments**

**5.1 Development Engineering Department**

This application to rezone to C4RCS to allow for a retail cannabis sales establishment on the subject property, does not compromise any City of Kelowna municipal infrastructure.

These Development Engineering comments/requirements and are subject to the review and requirements from the Ministry of Transportation (MOTI) Infrastructure Branch.

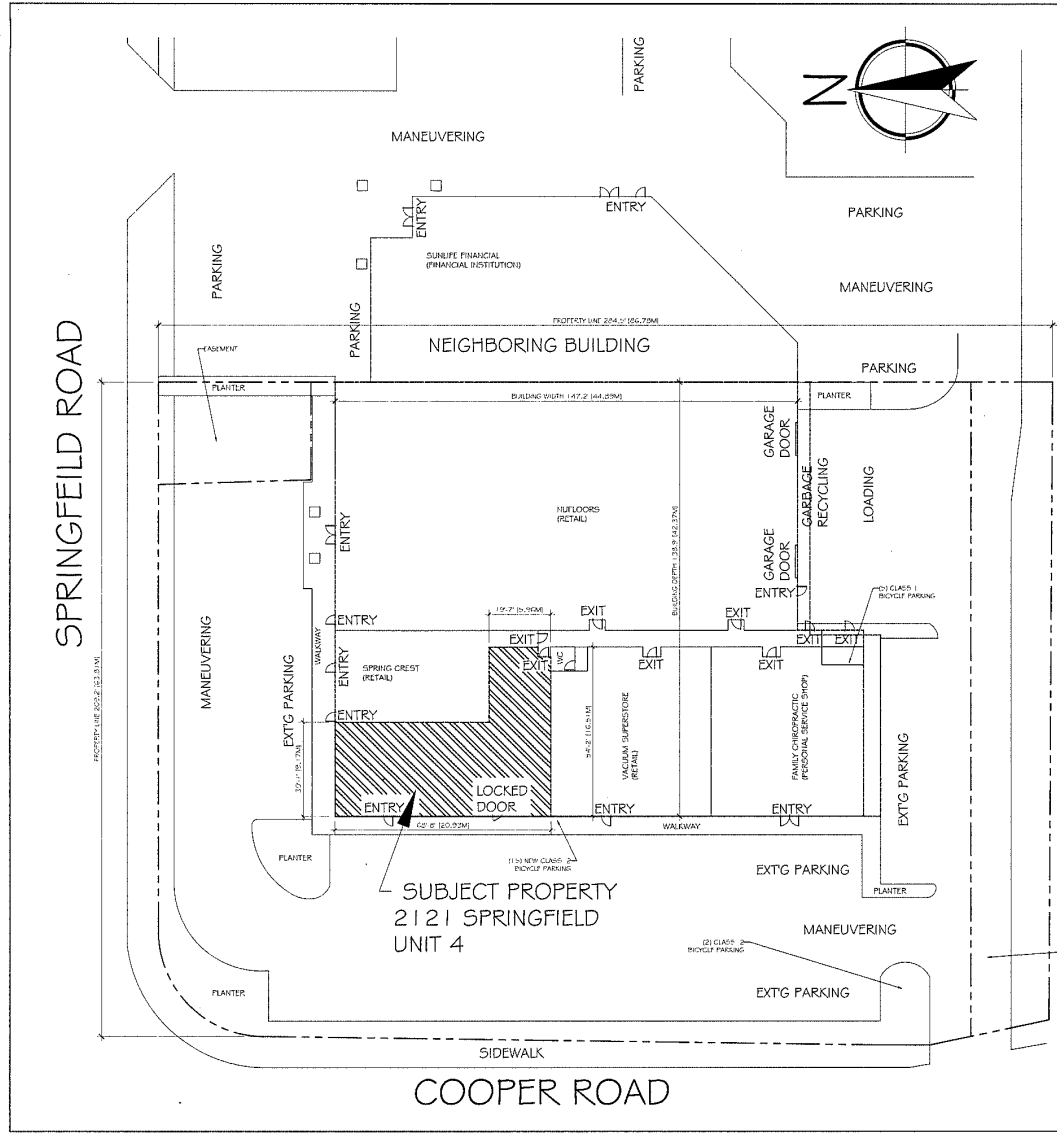
**6.0 Application Chronology**

Date of Committee Evaluation of Application: January 11, 2019  
Date of Application Accepted: February 4, 2019  
Date Public Notification Completed: February 22, 2019

**Report prepared by:** Kimberly Brunet, Planner  
**Reviewed by:** Terry Barton, Urban Planning Manager  
**Approved for Inclusion:** Ryan Smith, Community Planning Department Manager

**Attachments:**

Attachment "A" – Site Plan  
Attachment "B" – Applicant's Letter of Rationale



LEGAL DESCRIPTION: PLAN KAP18971 LOT 2 DISTRICT LOT 128  
 EXCEPT PLA N 20452 42606.  
 PID003-865-637  
 Roll Number 10407072

**COMMERCIAL ZONING: C-4**

MAX BUILDING HEIGHT	2 STOREY
ENDING USE	RETAIL
PROPOSED USE	NON MEDICAL, GENERAL RETAIL
FLOORING	C-4 (RETAIL STORES, GENERAL PERMITTEE)
FLOOR FINISHES (100%)	21,642 SQFT (NO CHANGE) 36%
LOF COVERAGE (PERMITTED 75%)	21,642 SQFT (NO CHANGE) 36%
LOT AREA	59,885 SQFT
LEASE AREA	0 SQFT
MAJOR OCCUPANCY CLASSIFICATION	MERCANTILE - OCCUPANCY GROUP 1

NO CHANGE TO LOADING REQUIREMENTS (2 REQ, 2 PROVIDED)  
 NO CHANGE TO PARKING REQUIREMENTS (60 PROVIDED)  
 148 REG STALLS, 10 SMALL STALLS, 2 HANDICAP STALLS -  
 SEE PAGE A5.0 APPROVED BUILDING PERMIT #457 SHOWING PARKING  
 REQUIREMENTS IN COMPLIANCE WITH ZONING REQUIREMENT

NO CHANGE TO BUILDING OCCUPANT LOAD  
 RETAIL 11,000 SQFT = 259 ppl  
 RETAIL 6,800 SQFT = 168 ppl  
 PERSONAL SERVICES SHOPS 2,600 SQFT = 52 ppl  
 WAREHOUSE 5,800 SQFT = 12 ppl  
 HALLWAY 540 SQFT = 14 ppl  
**TOTAL: 505 ppl**

NO CHANGE TO HVAC  
 NO CHANGE TO FIRE RATED WALLS, CEILING OR STRUCTURE  
 NO CHANGE TO SITE SETBACKS (0.0 PERMITTED ON ALL SIDES)  
 BUILDING HAS FIRE ALARM SYSTEM

**FIRE RATING: GROUP E (Mercantile)**

FIRE SEPARATION REQUIRED BCBC 3.2.2.66.	
MINIMUM DISTANCE TO Egress Doorway 18M (49') - 2 EXITS REQUIRED	
MIN. & SEPARATION:	Group E:
WALL 3.2.2.68	
CEILING COMBUSTIBILITY:	COMBUSTIBLE
SPRINKLER:	NO
FLOOR:	25 MIN
COLUMNS / LOAD BEARING WALLS:	25 MIN
ROOF:	45 MIN
SOB: REQUIRE FIRE RESISTANCE:	NO

**OCCUPANCY: mercantile (S) 3.7 sqm (39.6sqft) per person**  
 BASED ON GROSS FLOOR AREA 43 PERSONS IN TOTAL - BCBC-3.1.17.1

ROOM NAME	NET FLOOR AREA	OCCUPANT LOAD
RETAIL AREA	2,180 SQFT	58 PERSONS
STORAGE	347 SQFT	9 PERSONS
TOTAL NET AREA	2,527 SQFT	67 PERSONS

Table 3.7.2.2.B  
 2-3 STAFF

1 WATER CLOSET REQUIRED,  
 1 WATER CLOSETS PROVIDED

3.8.2.32  
 1 ACCESSIBLE WATER CLOSET REQUIRED,  
 1 ACCESSIBLE WATER CLOSET PROVIDED

**GENERAL NOTES:**  
 1. REFER TO ALL DRAWINGS.  
 2. DRAFT ON SITE SERVICES INC. IS NOT RESPONSIBLE FOR THE STRUCTURAL DESIGN OF THIS BUILDING. IN CASE OF ANY DISCREPANCY BETWEEN THESE NOTES AND STRUCTURAL DRAWINGS, THE ENGINEER NOTES WILL SUPERSEDE. ALL DISCREPANCIES ARE TO BE REPORTED TO THE ENGINEER.  
 3. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED. ALL DIMENSIONS ARE TO BE REPORTED TO THE ENGINEER.  
 4. CONTRACTOR SHALL CORRECT ANY ACTUAL DIMENSIONS WITH SUPPLIER'S MANUFACTURE AND SITE DIMENSIONS.  
 5. ALL NEW WINDOWS AND DOORS ARE REPRESENTATIVE ONLY. ACTUAL MAKE AND MODEL AS PER CURRENT SPECIFICATIONS.  
 6. WITH DRAWINGS DO NOT SHOW SUFFICIENT DETAIL TO ALLOW COMPLIANCE WITH RELEVANT SPECIFICATIONS. THE CONTRACTOR SHALL PROVIDE DETAILS FOR SUBMISSION TO THE APPROPRIATE CONSULTANT FOR APPROVAL PRIOR TO CONSTRUCTION OR STARTING CONSTRUCTION.  
 7. ALL MATERIAL AND WORKMANSHIP TO MEET THE REQUIREMENTS OF THE 2012 BUILD OF THE BRITISH COLUMBIA BUILDING CODE AND ALL LOCAL ORDINANCES AS APPLICABLE.

Lightbox Enterprises Ltd.  
 Jeff Domelly  
 Suite 300 -  
 595 Homby St.  
 Vancouver, BC V6C 2E8  
 (604) 699-3229  
 chad.c@domellygroup.ca

**DraftOnSite**  
 #110A - 81 GOLDEN DRIVE  
 COQUITLAM, BC V3K 6A2  
 OFFICE: 604-878-3738  
 EMAIL: INFO@DRAFTONSITE.COM  
 WWW.DRAFTONSITE.COM

DRAWN BY:	NSA	MEASURED BY:	NSA
DATE:	NOV 27, 18	SCALE:	1/1" = 1'-0"
ORDER NUMBER:	1-0005	CHECKED BY:	
DRAWING TITLE:	SITE PLAN		
ADDRESS:	UNIT 4 2121 SPRINGFIELD RD KELOWNA, BC V1Y 7X1		
DRAWING:	A1.0		

*Donnelly Group* EST. 1999

#300-595 Hornby St. Vancouver, BC, V6C 2E8  
t: 604.899.3229 f: 604.899.3226

To: City of Kelowna  
Attention: Planning Department  
1435 Water Street  
Kelowna, BC V1T 1J4

November 26<sup>th</sup>, 2018

**RE: Development Proposal for Cannabis Retail at 2121 Springfield Road**

To Whom It May Concern

Lightbox Enterprises Ltd. is requesting a rezoning to the retail cannabis sales subzone for the property located at **2121 Springfield Road**.


The site is currently zoned as C4 – Urban Center Commercial, allowing for retail cannabis sales as an approved use pending a successful rezoning to C4rcs – Urban Center Commercial Retail Cannabis Sales.

The surrounding area is heavily commercial, and we feel cannabis sales will fit in well with the intent of the Urban Commercial zone. The 2527 square foot space is able to accommodate a large customer base with minimal impact to the surrounding area.

Donnelly Group has over 20 years of history in dealing with the British Columbia Liquor Distribution Board (BCLDB) and Alcohol and Gaming Commission of Ontario (AGCO) acquiring and maintaining liquor licenses at the provincial and City levels. Donnelly Group's experience in complying with municipalities in the Lower Mainland and Greater Toronto Area will make for a smooth transition into operating under the Kelowna municipal guidelines for cannabis retail operations.

Thank you for your consideration.

Sincerely,



Jeff Donnelly  
Lightbox Enterprises Ltd.

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SAFE & SOUND • BARBER & CO • THE BLACKBIRD • CLOUGH CLUB • THE LAMPLIGHTER • TAVERN  
LIBRARY SQUARE • THE RAILWAY STAGE & BEER CAFÉ • GRANVILLE ROOM • THE THREE BRITS • CINEMA  
NEW OXFORD • WALRUS • BELFAST LOVE • DEATH & TAXES • PONG BAR • THE BUTCHER & BULLOCK

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DONNELLY GROUP Vancouver | Toronto

donnellygroup.ca

**CITY OF KELOWNA**

**BYLAW NO. 11780  
Z19-0029 – 2121 Springfield Road**

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

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

1. THAT City of Kelowna Zoning Bylaw No. 8000 be amended by changing the zoning classification of Lot 2 District Lot 128 Osoyoos Division Yale District Plan 18971 Except Plan 20452 and 42606, located on Springfield Road, Kelowna, BC from the C4 – Urban Centre Commercial zone to the C4rcs – Urban Centre Commercial (Retail Cannabis Sales) zone.

This bylaw shall come into full force and effect and is binding on all persons as and from the date of adoption.

Read a first time by the Municipal Council this

Considered at a Public Hearing on the

Read a second and third time by the Municipal Council this

Approved under the Transportation Act this .

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(Approving Officer – Ministry of Transportation)

Adopted by the Municipal Council of the City of Kelowna this

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Mayor

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City Clerk



## 2.0 Purpose

To rezone the subject property to facilitate the development of a retail cannabis sales establishment.

## 3.0 Community Planning

Community Planning Staff recommend support for the rezoning application to allow for a retail cannabis sales establishment on the subject property. This application was received prior to the close of the first intake of retail cannabis sales establishment applications on November 30, 2018. As such, it was evaluated in accordance with a Council-endorsed process and was selected, based on its score, to move forward with the City's standard rezoning process, established in the Development Application Procedures Bylaw. This application received a score of 62.86, and the average overall score of all applications evaluated was 69.53.

Should Council support the proposed Rezoning Bylaw, the property would be rezoned to a retail cannabis sales subzone, and Staff would send a recommendation to the British Columbia Liquor and Cannabis Regulation Branch indicating support for issuance of a non-medical cannabis retail store license for this property.

The application meets the Zoning Bylaw No. 8000 and there are no variances being requested. Further, the applicant has confirmed the completion of public notification in accordance with Council Policy No. 367.

## 4.0 Proposal

### 4.1 Background

The unit proposed to be used for the retail cannabis sales establishment was previously another retail store, however is currently vacant.

### 4.2 Site Context

The subject property is located at the southwest corner of the Harvey Avenue and Burtch Road intersection. Sensitive uses that were identified within a 150 metre radius include a Liquor Primary Establishment, a Child Care Centre, Major and a Social Services Office.

Specifically, adjacent land uses are as follows:

Orientation	Zoning	Land Use
North	C3 – Community Commercial RM5 – Medium Density Multiple Housing	Commercial Residential
East	C3 – Community Commercial	Commercial
South	P1 – Major Institutional P2 – Education and Minor Institutional	Extended Medical Treatment Services Religious Assemblies
West	P1 – Major Institutional RU6 – Two Dwelling Housing	Extended Medical Treatment Services Residential

**Subject Property Map: 1455-1475 Harvey Avenue**



**5.0 Technical Comments**

**5.1 Development Engineering Department**

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

These Development Engineering comments/requirements and are subject to the review and requirements from the Ministry of Transportation (MOTI) Infrastructure Branch.

**6.0 Application Chronology**

Date of Committee Evaluation of Application: January 11, 2019

Date of Application Accepted: February 4, 2019

Date Public Notification Completed: March 4, 2019

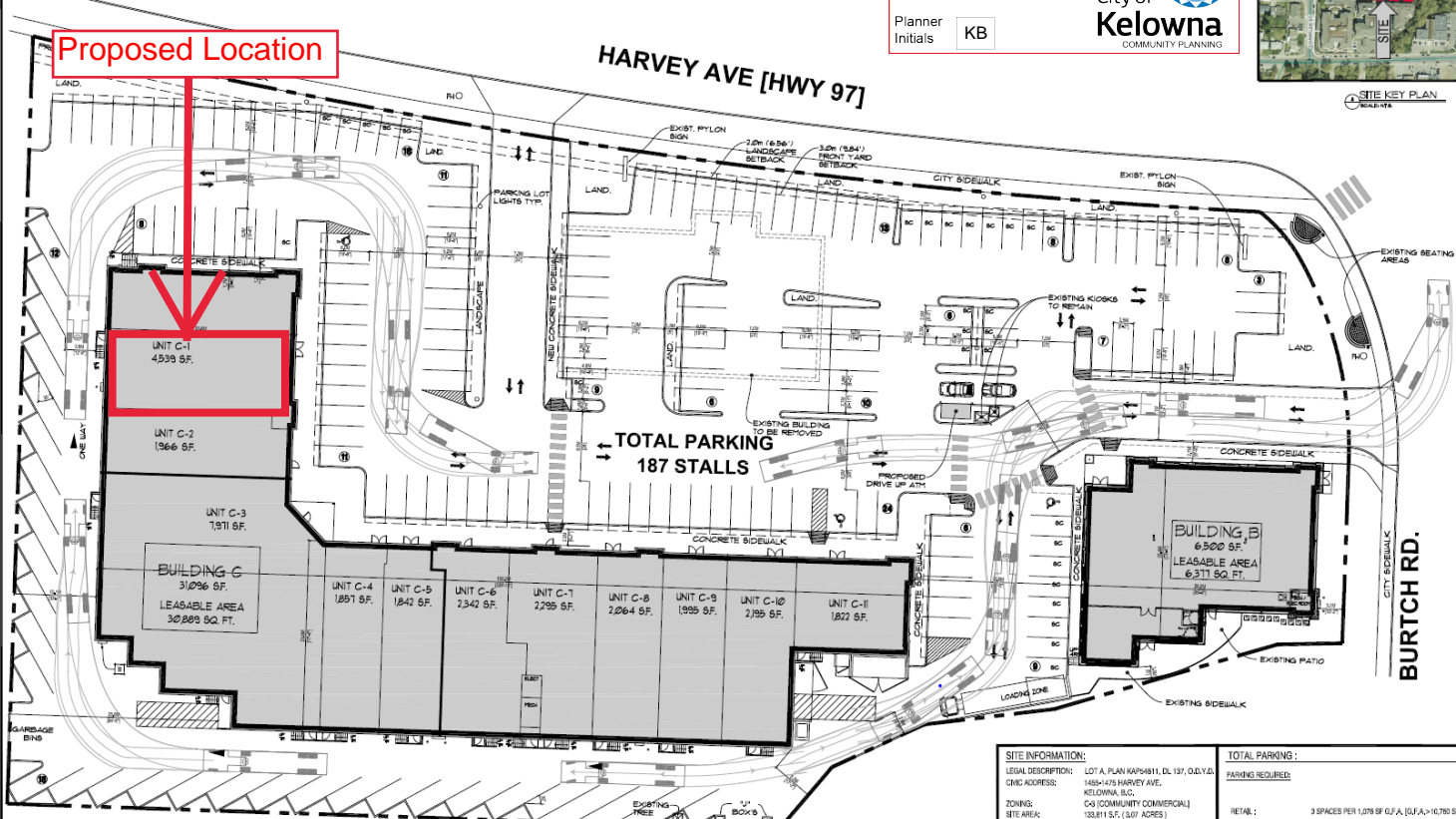
**Report prepared by:** Kimberly Brunet, Planner  
**Reviewed by:** Terry Barton, Urban Planning Manager  
**Approved for Inclusion:** Ryan Smith, Community Planning Department Manager

**Attachments:**

Attachment "A" - Site Plan

# Site Plan

**GENERAL NOTE:**  
 INDICATED ROOM AREAS ARE OFFICE SPACE AND RECORDS ARE KEPT IN OFFICE OR ARCHIVE SPACE. THE PROVISION OF SERVICES IS AREA REDESIGNED PARTIAL.



**PROPOSED SITE PLAN - BLDG. C**

**SITE LEGEND:**

	DENOTES DIRECTION OF TRAVEL		DENOTES BUILDING
	DENOTES STOP BAR		DENOTES BUILDING RECEIPTABLE END
	DENOTES PEDESTRIAN CROSSWALK PATH		DENOTES PARKING LOT LIGHTS
			DENOTES ELECTRICAL TRANSFORMERS (REFER TO ELECTRICAL DRAWINGS)
			DENOTES FIRE (STORM) REFER TO CIVIL DRAWINGS

**GENERAL NOTES:**

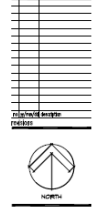
- ALL DIMENSIONS SHALL COMPLY WITH THE BUILDING CODES AND THE PROVISIONS OF THE ZONING, CONSTRUCTION CODES, AND OTHER ALL APPLICABLE REGULATIONS. THE PROVISIONS OF THE ZONING BY-LAW SHALL PREVAIL IN THE EVENT OF A CONFLICT.
- ALL UTILITIES SHALL BE SHOWN AND LOCATED AS PER THE RECORDS.
- ALL UTILITIES SHALL BE SHOWN AND LOCATED AS PER THE RECORDS AND SHALL BE CONSIDERED AS EXISTING UNLESS OTHERWISE NOTED.
- ALL UTILITIES SHALL BE SHOWN AND LOCATED AS PER THE RECORDS AND SHALL BE CONSIDERED AS EXISTING UNLESS OTHERWISE NOTED.
- ALL UTILITIES SHALL BE SHOWN AND LOCATED AS PER THE RECORDS AND SHALL BE CONSIDERED AS EXISTING UNLESS OTHERWISE NOTED.

**ATTACHMENT A**

This forms part of application  
 # Z19-0010

Planner Initials **KB**

**City of Kelowna**  
 COMMUNITY PLANNING



The drawings, in or in connection with, are the property of the design firm and shall not be used for any other project without the written consent of the design firm.

<b>SITE INFORMATION:</b>		<b>TOTAL PARKING:</b>	
LEGAL DESCRIPTION:	LOT A, PLAN KAP48811, DL 137, O.D.V.A.	PARKING REQUIRED:	
CIVIC ADDRESS:	1455-1475 HARVEY AVE, KELOWNA, B.C.	RETAIL: 3 SPACES PER 1,078 SF G.F.A. (G.F.A. = 10,780 SF) = 104.8	
ZONING:	C-3 (COMMUNITY COMMERCIAL)	TOTAL PARKING REQUIRED: 105 STALLS	
SITE AREA:	133,811 S.F. (3.07 ACRES)	PARKING PROVIDED:	
LOT COVERAGE:	37,598 S.F. (1,133.81% = 93% Medium Allowed = 30%	TOTAL PARKING PROVIDED: 187 STALLS	
BETBACKS:	FRONT = 8.8M (30.0 M) REAR = 5.2 (20.0 M) SIDES = 5.0 (20.0 M)	PARKING PROVIDED:	
	LANDSCAPE - FRONT = 6.5M (20.0 M) REAR = 8.8M (30.0 M) SIDES = 8.8M (30.0 M)	REGULAR CAR STALL 187 STALLS SMALL CAR STALL 28 STALLS 1/4 CAR STALL 3 STALLS	
<b>BUILDING FLOOR AREAS:</b>		PARKING RATIO: 187 STALLS / 37,598 SF = 5.0 STALLS / 1,000 SF.	
EXISTING BUILDING #1:	6,500 SF.	PARKING SIZES:	
EXISTING BUILDING #2:	31,096 SF.	REGULAR CAR STALL (FULL SIZE): 8'0" (2.5 m) x 18'0" (5.5 m)	
TOTAL GROSS FLOOR AREA =	37,598 SF.	SMALL CAR STALL (MINIMUM SIZE): 7'0" (2.1 m) x 10'0" (3.0 m)	
		MAXIMUM ALLOWED: 40%	
		WHEEL WIDTH (MINIMUM): 25'0" (7.6 m)	

**ORCHARD GARDENS**  
 1455-1475 HARVEY AVE, KELOWNA, B.C.  
 For COAL HARBOUR REALTY ADVISORS INC.

**architects ltd**

430-725 HILLOW ST  
 VANCOUVER, BC V6C 1A5  
 TEL: 604-681-2504  
 FAX: 604-681-2504

**PROPOSED SITE PLAN**

P:\4578\45785K-3.dwg PRINTED BY: WS104 ON February 20, 2017 10:37:58 AM



**CITY OF KELOWNA**

**BYLAW NO. 11792**  
**Z19-0010 – 1455-1475 Harvey Ave**

---

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 A District Lot 137 Osoyoos Division Yale District Plan KAP54811, located on Harvey Avenue, Kelowna, BC from the C<sub>3</sub> – Community Commercial zone to the C<sub>3</sub>rcs – Community Commercial (Retail Cannabis Sales) zone.
2. This bylaw shall come into full force and effect and is binding on all persons as and from the date of adoption.

Read a first time by the Municipal Council this

Considered at a Public Hearing on the

Read a second and third time by the Municipal Council this

Approved under the Transportation Act this .

---

(Approving Officer – Ministry of Transportation)

Adopted by the Municipal Council of the City of Kelowna this

---

Mayor

---

City Clerk



## 2.0 Purpose

To rezone the subject property to facilitate the development of a retail cannabis sales establishment.

## 3.0 Community Planning

Community Planning Staff recommend support for the rezoning application to allow for a retail cannabis sales establishment on the subject property. This application was received prior to the close of the first intake of retail cannabis sales establishment applications on November 30, 2018. As such, it was evaluated in accordance with a Council-endorsed process and was selected, based on its score, to move forward with the City's standard rezoning process, established in the Development Application Procedures Bylaw. This application received a score of 85.71, and the average overall score of all applications evaluated was 69.53.

Should Council support the proposed Rezoning Bylaw, the property would be rezoned to a retail cannabis sales subzone, and Staff would send a recommendation to the British Columbia Liquor and Cannabis Regulation Branch indicating support for issuance of a non-medical cannabis retail store license for this property.

The application meets the Zoning Bylaw No. 8000 and there are no variances being requested. Further, the applicant has confirmed the completion of public notification in accordance with Council Policy No. 367.

## 4.0 Proposal

### 4.1 Background

The unit proposed to be used for a retail cannabis sales establishment currently has an active City of Kelowna Business Licence for a cannabis counseling facility. This type of business licence has a restriction that prohibits the retail sales of cannabis or cannabis derivatives from the premises. Should Council support the proposed Rezoning Bylaw, this unit would be rebranded and converted to a retail cannabis sales establishment.

### 4.2 Site Context

The subject property is located at the northwest corner of the Cooper Road and Harvey Avenue intersection. It is in close proximity to Orchard Park Shopping Centre and Orchard Plaza. Sensitive uses that were identified within a 150 metre radius include a Retail Liquor Sales Establishment (located within a Retail Store at 1840-1920 Cooper Road).

Specifically, adjacent land uses are as follows:

Orientation	Zoning	Land Use
North	C4 – Urban Centre Commercial	Commercial
East	C4 – Urban Centre Commercial	Commercial
South	C4 – Urban Centre Commercial C4LR - Urban Centre Commercial (Retail Liquor Sales)	Commercial
West	C4 – Urban Centre Commercial	Commercial

**Subject Property Map: 2090 Harvey Avenue**



**5.0 Technical Comments**

**5.1 Development Engineering Department**

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

These Development Engineering comments/requirements are subject to the review and requirements from the Ministry of Transportation (MOTI) Infrastructure Branch.

**6.0 Application Chronology**

Date of Committee Evaluation of Application: January 11, 2019

Date of Application Accepted: February 4, 2019

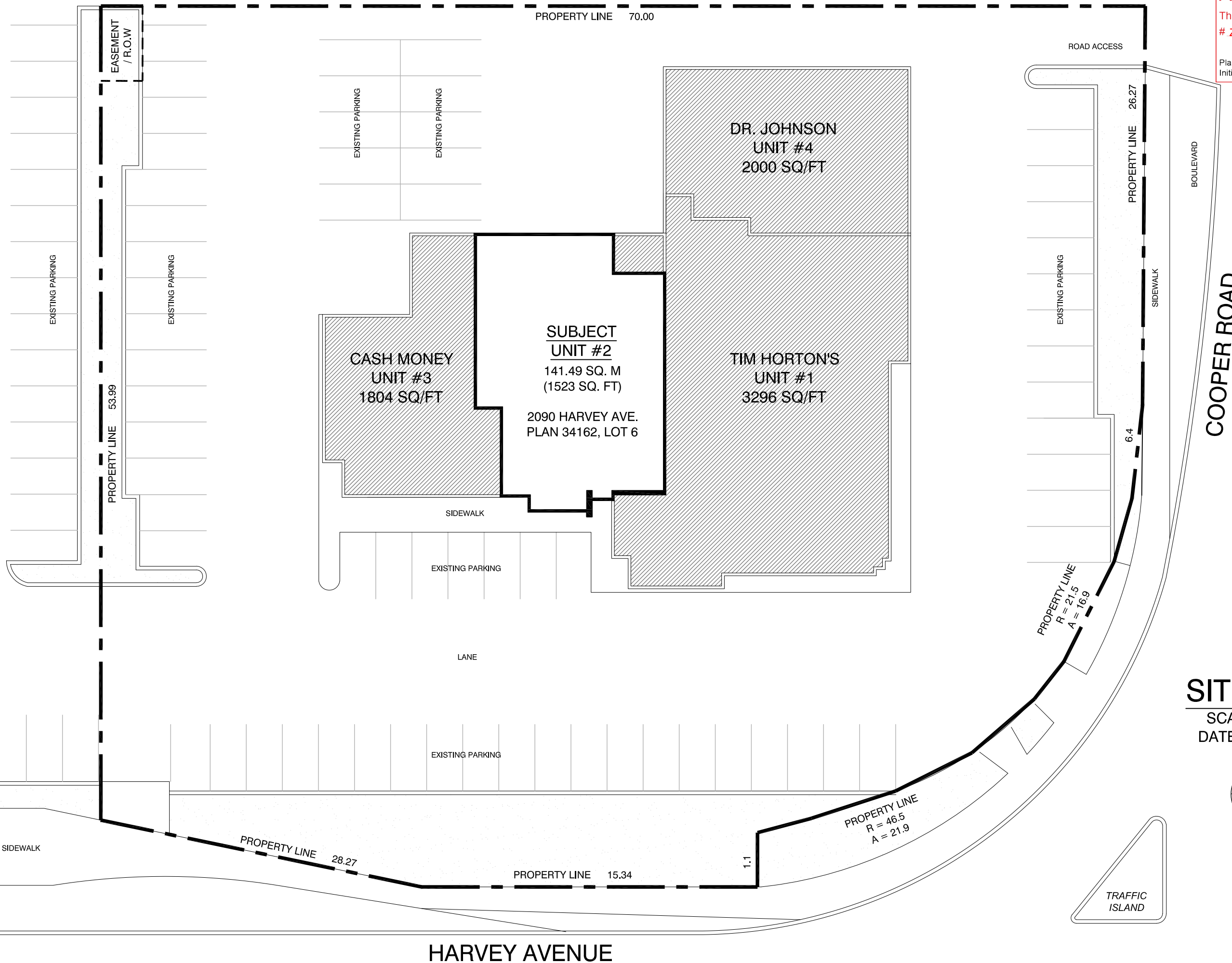
Date Public Notification Completed: March 4, 2019

**Report prepared by:** Kimberly Brunet, Planner  
**Reviewed by:** Terry Barton, Urban Planning Manager  
**Approved for Inclusion:** Ryan Smith, Community Planning Department Manager

**Attachments:**  
Attachment "A" – Site Plan

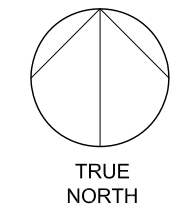


Planner Initials KB



# SITE PLAN

SCALE = 1:200  
DATE: 23/11/2018



TRUE NORTH

HARVEY AVENUE

**CITY OF KELOWNA**  
**BYLAW NO. 11793**  
**Z19-0008 – 2090 Harvey Ave**

---

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 6 District Lot 127 Osoyoos Division Yale District Plan 34162 Except Plan EPP5106, located on Harvey Avenue, Kelowna, BC from the C<sub>4</sub> – Urban Centre Commercial zone to the C<sub>4</sub>r<sub>cs</sub> – Urban Centre Commercial (Retail Cannabis Sales) zone.
2. This bylaw shall come into full force and effect and is binding on all persons as and from the date of adoption.

Read a first time by the Municipal Council this

Considered at a Public Hearing on the

Read a second and third time by the Municipal Council this

Approved under the Transportation Act this .

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(Approving Officer – Ministry of Transportation)

Adopted by the Municipal Council of the City of Kelowna this

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Mayor

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City Clerk

**CITY OF KELOWNA**  
**BYLAW NO. 11757**  
**Z18-0114 - 545 Taylor Rd**

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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 22 TWP 26 ODYD 28651 located on Taylor Road, Kelowna, B.C., from the RU1 – Large Lot Housing Zone to the RU1C – Large Lot Housing Zone with Carriage House zone.
2. This bylaw shall come into full force and effect and is binding on all persons as and from the date of adoption.

Read a first time by the Municipal Council this 11<sup>th</sup> day of February, 2019.

Considered at a Public Hearing on the 26<sup>th</sup> day of February, 2019.

Read a second and third time by the Municipal Council this 26<sup>th</sup> day of February, 2019.

Approved under the Transportation Act this 27<sup>th</sup> day of February, 2019.

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. 11759**  
**Z18-0102 - 30 Altura Road**

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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 32 Township 26 ODYD Plan 35716, located at Altura Rd, Kelowna, BC from the RU2- Medium Lot Housing Zone to the RU2c – Medium Lot Housing with Carriage House zone.
2. This bylaw shall come into full force and effect and is binding on all persons as and from the date of adoption.

Read a first time by the Municipal Council this 25<sup>th</sup> day of February, 2019.

Considered at a Public Hearing on the 12<sup>th</sup> day of March, 2019.

Read a second and third time by the Municipal Council this 12<sup>th</sup> day of March, 2019.

Adopted by the Municipal Council of the City of Kelowna this

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Mayor

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City Clerk



# Report to Council



**Date:** March 25, 2019  
**File:** 0710-40  
**To:** City Manager  
**From:** Ross Soward, Planner Specialist  
**Subject:** Housing Agreement Bylaws - Spring 2019

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## **Recommendation:**

THAT Council, receives, for information, the Report from the Planner Specialist dated March 25, 2019 recommending that Council adopt the following Housing Agreement Bylaws to secure 351 purpose-built rental housing units.

AND THAT Council approves the staff recommendation that affordable rental projects with long-term operating agreements with BC Housing shall not be required to enter into Housing Agreements with the City of Kelowna as described in the Report from the Planner Specialist dated March 25, 2019.

AND THAT Bylaw No. 11776 authorizing a Housing Agreement between the City of Kelowna and Okanagan Opportunity (Pacific) GP Inc., Inc. No. BC1188652 which requires the owners to designate 31 dwelling units in a purpose-built rental housing for Lot A, District Lot 137 ODYD, Plan EPP84914 at 1145 Pacific Avenue, Kelowna, BC, be forwarded for reading consideration.

AND THAT Bylaw No. 11777 authorizing a Housing Agreement between the City of Kelowna and Okanagan Opportunity GP Inc., Inc. No. BC1188652 which requires the owners to designate 58 dwelling units in a purpose-built rental housing for Lot A, District Lot 139 ODYD, Plan EPP82176 at 573-599 Clement Avenue, Kelowna, BC, be forwarded for reading consideration.

AND THAT Bylaw No. 11786 authorizing a Housing Agreement between the City of Kelowna and 0904419 B.C. LTD., which requires the owners to designate 87 dwelling units in a purpose-built rental housing for Lot B, Section 29 Township 26 District Lot 139 ODYD, Plan EPP54061 at 773 Glenmore Road, Kelowna, BC, be forwarded for reading consideration

AND THAT Bylaw No. 11784 authorizing a Housing Agreement between the City of Kelowna and Drysdale Blvd Kelowna Apartments 2019 Ltd. Inc. No. BC1193818, which requires the owners to designate 175 dwelling units in a purpose-built rental housing for Lot 2 Section 33 Township 26 ODYD, Plan EPP48909 at 333 Drysdale Road, Kelowna, BC, be forwarded for reading consideration

AND FURTHER THAT Bylaws Nos. 11776, 11777, 11786 and 11784 be forwarded for final reading consideration.

**Purpose:**

To consider four Housing Agreements for purpose-built rental housing projects that are pursuing rental housing incentives, in accordance with the Rental Housing Grants program and Bylaw No. 9561.

**Background:**

In order to be eligible to receive a rental housing grant or rental housing revitalization tax exemption, a proponent must secure a housing agreement with the City of Kelowna for purpose-built rental housing units for a minimum of ten years. The housing agreement becomes a bylaw and is put on title to ensure all projects that receive the City’s financial incentives are required to deliver purpose-built rental housing. Accordingly, the proposed four rental housing agreements within this report are required for authorization to ensure the 351 purpose-built rental units are secured in order for them to be eligible for the City’s two rental housing incentive programs. The four purpose-built rental housing projects and their respective locations are identified in the table below:

Project	Number of Rental Units	Rental Housing Grant Status	Rental Housing Tax Exemption Status
1145 Pacific Ave	31	Approved in 2019	RTE Application Anticipated
573-599 Clement Ave	58	Approved in 2018	RTE Application Anticipated
773 Glenmore Rd	87	N/A	RTE Application Forthcoming
333 Drysdale Blvd	175	Approved in 2019	RTE Application Anticipated
<b>Total</b>	<b>351</b>		

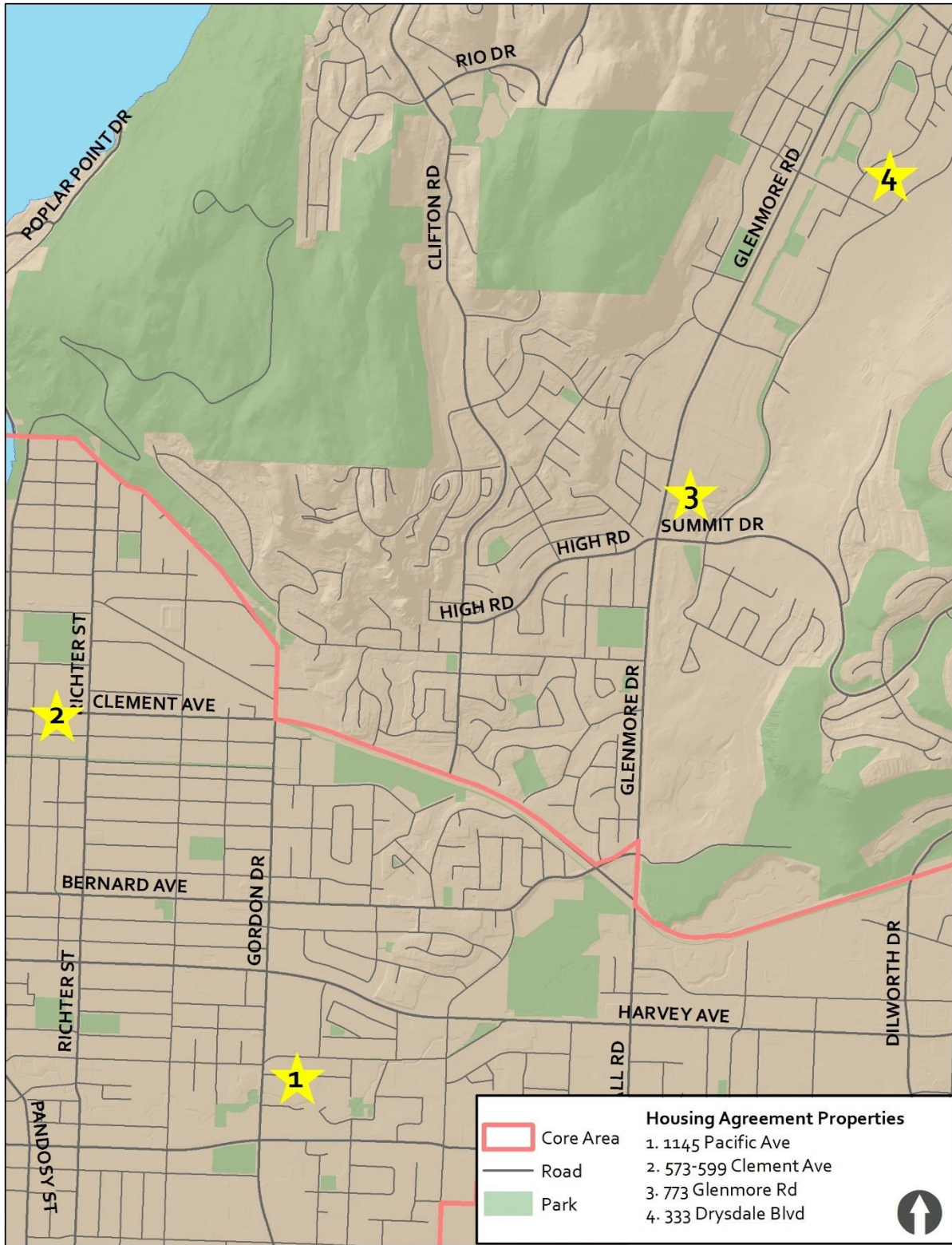
The four housing agreements (see Figure 1 key map) for council consideration would become bylaw upon approval from Council, ensuring that each development will operate purpose-built rental housing for a minimum of ten years. After ten years, if a landowner intends to lift an agreement, Council approval is required and any rental housing grant would need to repaid to the City.

A number of the other projects that were approved for rental housing grants through the 2018 and 2019 funding call were affordable rental (non-market) housing projects. Based on staff’s recent discussions with the applicants, four projects were identified as affordable rental projects.<sup>1</sup> These projects are all likely to enter into long-term (60 years) operating agreements with BC Housing that would also be registered on title. For this reason, staff is recommending that projects with long-term operating agreements with BC Housing should not be required to enter into an additional housing agreement with the City of Kelowna.

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<sup>1</sup> Projects identified as affordable rental BC Housing partnerships include: Ki-Low-Na Friendship project at Highway 33 East, Now Canada project at 1044-74 Cawston Ave, Knights of Columbus project at 1149-1187 Sutherland Ave and Pathways project at 555 Fuller Ave.

Figure 1: Housing Agreement Properties



**Legal/Statutory Authority:**

Local Government Act, Section 483.

**Existing Policy:**

2030 Official Community Plan

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

Policies 10.3.1, 10.3.2, 10.3.3 & 10.3.4

Submitted by:

Ross Soward, Planner Specialist

**Approved for inclusion:**



D Noble-Brandt, Department Manager, Policy & Planning

cc:

Divisional Director, Community Planning and Strategic Investments  
Manager, Long Range Policy and Planning

**CITY OF KELOWNA**

**BYLAW NO. 11776**

**Housing Agreement Authorization Bylaw – Okanagan Opportunity  
(Pacific) GP Inc., Inc. No. BC1188652  
1145 Pacific Avenue**

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Whereas pursuant to Section 483 of the *Local Government Act*, a local government may, by bylaw, enter into a housing agreement.

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

1. The Municipal Council hereby authorizes the City of Kelowna to enter into a Housing Agreement with Okanagan Opportunity (Pacific) GP Inc., Inc. No. BC1188651 for the lands known as Lot A District Lot 137 ODYD Plan EPP84914 located on Pacific Avenue, Kelowna, B.C., a true copy of which is attached to and forms part of this bylaw as Schedule "A".
2. The Mayor and City Clerk are hereby authorized to execute the attached agreement as well as any conveyances, deeds, receipts or other documents in connection with the attached agreement.
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

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Mayor

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City Clerk

**PURPOSE-BUILT RENTAL HOUSING AGREEMENT**

THIS AGREEMENT dated for reference February 25, 2019 affects:

**LEGAL DESCRIPTION OF PROPERTY SUBJECT TO THE AGREEMENT:**

Lot A District Lot 137 Osoyoos Division Yale District Plan EPP84914  
Parcel Identifier: 030-544-637

("Land")

And is

**BETWEEN:** Okanagan Opportunity (Pacific) GP Inc.  
1593 Ellis Street  
Kelowna, BC  
V1Y 2A7

("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 31 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 (10<sup>th</sup>) 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 )  
 \_\_\_\_\_ )  
 Kelly Fox )  
 12 Gallagher Crescent )  
 Midhurst, ON L9X 0K1 )  
 \_\_\_\_\_ )  
 Professor )

**"OWNER"**  
 by its authorized signatories:  
 \_\_\_\_\_  
 Okanagan Opportunity (Pacific) GP  
 Per: Edward Lea

**SIGNED, SEALED & DELIVERED** in )  
 the presence of: )  
 \_\_\_\_\_ )  
 Signature of Witness )  
 \_\_\_\_\_ )  
 Print Name )  
 \_\_\_\_\_ )  
 Address )  
 \_\_\_\_\_ )  
 Occupation )

**CITY OF KELOWNA**  
 by its authorized signatories:  
 \_\_\_\_\_ Mayor  
 \_\_\_\_\_ City Clerk

**CITY OF KELOWNA**

**BYLAW NO. 11777**

**Housing Agreement Authorization Bylaw – Okanagan Opportunity  
GP Inc., Inc. No. BC1129792 – 573-599 Clement Avenue**

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Whereas pursuant to Section 483 of the *Local Government Act*, a local government may, by bylaw, enter into a housing agreement.

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

1. The Municipal Council hereby authorizes the City of Kelowna to enter into a Housing Agreement with Okanagan Opportunity GP Inc., Inc. No. BC1129792 for the lands known as Lot A District Lot 139 ODYD Plan EPP82176 located on Clement Avenue Kelowna, B.C., a true copy of which is attached to and forms part of this bylaw as Schedule "A".
2. The Mayor and City Clerk are hereby authorized to execute the attached agreement as well as any conveyances, deeds, receipts or other documents in connection with the attached agreement.
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

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Mayor

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City Clerk

**PURPOSE-BUILT RENTAL HOUSING AGREEMENT**

THIS AGREEMENT dated for reference February 25, 2019 affects:

**LEGAL DESCRIPTION OF PROPERTY SUBJECT TO THE AGREEMENT:**

Lot A District Lot 139 Osoyoos Division Yale District Plan EPP82176  
Parcel Identifier: 030-556-384

("Land")

And is

**BETWEEN:**

Okanagan Opportunity GP Inc  
1593 Ellis Street  
Kelowna, BC  
V1Y 2A7

("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 58 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 (10<sup>th</sup>) 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

Kelly Fox  
12 Gallagher Crescent  
Midhurst, ON L9X0K1  
  
Professor

"OWNER"  
by its authorized signatories:

  
\_\_\_\_\_

Okanagan Opportunity GP Inc.  
Per: Edward Lea

SIGNED, SEALED & DELIVERED in )  
the presence of: )

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Occupation

CITY OF KELOWNA  
by its authorized signatories:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

**CITY OF KELOWNA**

**BYLAW NO. 11784**

**Housing Agreement Authorization Bylaw – Drysdale Blvd Kelowna  
Apartments 2019 Ltd., Inc. No. BC1193818 –  
333 Drysdale Boulevard**

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Whereas pursuant to Section 483 of the *Local Government Act*, a local government may, by bylaw, enter into a housing agreement.

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

1. The Municipal Council hereby authorizes the City of Kelowna to enter into a Housing Agreement with Drysdale Blvd Kelowna Apartments 2019 Ltd., Inc. No. BC1193818 for the lands known as Lot 2 Section 33 Township 26 ODYD Plan EPP48909 located on Drysdale Boulevard Kelowna, B.C., a true copy of which is attached to and forms part of this bylaw as Schedule "A".
2. The Mayor and City Clerk are hereby authorized to execute the attached agreement as well as any conveyances, deeds, receipts or other documents in connection with the attached agreement.
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

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Mayor

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City Clerk

**PURPOSE-BUILT RENTAL HOUSING AGREEMENT**

THIS AGREEMENT dated for reference March 25, 2019 affects:

**LEGAL DESCRIPTION OF PROPERTY SUBJECT TO THE AGREEMENT:**

Lot 2 Section 33 Township 26 ODYD Plan EPP48909

("Land")

And is

**BETWEEN: DRYSDALE BLVD KELOWNA APARTMENTS 2019 LTD**

500/1708 Dolphin Avenue, Kelowna BC

("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 175 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 (10<sup>th</sup>) 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 )

Alisia Strautins )

Print Name: Alisia Strautins )

300/1102 Dolphin Ave Kelowna )  
Address )

Development Manager )  
Occupation )

"OWNER"  
by its authorized signatories:



Corey Makus  
Print Name: Corey Makus

Print Name:

SIGNED, SEALED & DELIVERED in )  
the presence of: )

Signature of Witness )

Print Name )

Address )

Occupation )

CITY OF KELOWNA  
by its authorized signatories:

Mayor

City Clerk

**CITY OF KELOWNA**

**BYLAW NO. 11786**

**Housing Agreement Authorization Bylaw – 0904419 BC Ltd –  
773 Glenmore Road**

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Whereas pursuant to Section 483 of the *Local Government Act*, a local government may, by bylaw, enter into a housing agreement.

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

1. The Municipal Council hereby authorizes the City of Kelowna to enter into a Housing Agreement with 0904419 BC Ltd., Inc. No. BC0904419 for the lands known as Lot B Section 29 Township 26 ODYD Plan EPP54061 located on St. Paul Street, Kelowna, B.C., a true copy of which is attached to and forms part of this bylaw as Schedule "A".
2. The Mayor and City Clerk are hereby authorized to execute the attached agreement as well as any conveyances, deeds, receipts or other documents in connection with the attached agreement.
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

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Mayor

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City Clerk

**PURPOSE-BUILT RENTAL HOUSING AGREEMENT**

THIS AGREEMENT dated for reference February 28, 2019 affects:

**LEGAL DESCRIPTION OF PROPERTY SUBJECT TO THE AGREEMENT:**

Lot 1 Section 29 Township 26 ODYD Plan EPP54061

("Land")

And is

**BETWEEN:** 0904419 B.C. Ltd.  
2000 - 77 Bloor Street West  
Toronto, ON  
M5S 1M2

("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 87 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 (10<sup>th</sup>) 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: )

Catherine Morissette )  
Signature of Witness )

Catherine Morissette )  
Print Name )

80 Burns Blvd. Apt. 328 )  
Address King City, Ont. L7B 0B3 )

Law Clerk )  
Occupation )

"OWNER" 090419 B.C. Ltd.  
by its authorized signatories:

Per: [Signature]

Geoffrey Wayne Squires, President  
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:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

# Report to Council



**Date:** March 25, 2019  
**File:** 1405-06  
**To:** City Manager  
**From:** Transit and Programs Manager  
**Subject:** September 2019 Transit Service Expansion and Optimization Plan  
Report Prepared by: Mike Kittmer, Transit Service Coordinator

---

**Recommendation:**

THAT Council, receives, for information, the Report from the Transit and Programs Manager dated March 25, 2019 with respect to the September 2019 Transit Service Expansion and Optimization Plan;

AND THAT Council approve the recommended service plan and direct Staff and BC Transit to initiate detailed service design and ultimately implementation of the Plan.

**Purpose:**

To inform Council of the recommended service plan proposed for implementation in September, 2019 following public engagement on the various transit service proposals presented to Council in January, 2019.

**Background:**

An 1,800-hour service expansion for September, 2019 was approved by Council on January 14, 2019. Staff presented service expansion and optimization options under consideration. Council directed staff to proceed to public consultation seeking feedback on the various service options detailed below. 715 responses to an online survey conducted between February 11<sup>th</sup> and February 22<sup>nd</sup> were received.

<b>Proposed service options</b>
<ul style="list-style-type: none"><li>• Route 8 University/OK College midday weekday and Sunday expansion</li><li>• Local transit service between UBCO and Academy Way</li><li>• Potential rerouting of the 4 UBCO/Pandosy Express into Rutland</li></ul>
<b>Proposed route optimization</b>
<ul style="list-style-type: none"><li>• Route #13 Quail Ridge – hourly service/larger vehicle (currently 30 min frequency)</li><li>• Route #15 Crawford - elimination of select underperforming trips</li></ul>

### Service Investment Prioritization:

The Transit Future Action Plan details the hierarchical approach to transit service improvement prioritizing service reliability and safety followed by a focus on ensuring buses are well utilized but not overcrowded. With this in mind, the most pressing issue facing the system is service reliability and passenger volume growth on route #8 University, the highest performing route in the system.

### Service Recommendation and Rationale:

Rides per trip on the #8 in the mid-day service period (9am to 2pm) and on Sunday afternoons is exceeding that of peak periods at approximately 60 rides per trip. The proposal to increase service levels on route #8 in both service periods was viewed very favorably by survey respondents. Addressing the need for increased mid-day service on weekdays on route #8 will require the full extent of the approved 1,800 expansion hours as well as an additional 550 hours proposed to be recovered from reallocation of underperforming service provided on route #15 Crawford. The reduction of service on route 15 was opposed by only 13% of respondents. Further analysis of ridership data has identified that Saturday service on the #8 has excess capacity that could be reallocated to Sundays to better balance resources to demand on weekends.

Although there was a reasonable level of public support for reallocating service from route #13 Quail Ridge to bolster service between UBCO and the Academy Way housing, it is recommended that a solution for Academy Way be addressed through a future expansion. Survey respondents commented that reducing frequency on the 13 would make it more difficult to meet class times and that walking to campus is generally not a viable option for Quail Ridge residents. A review of Fall 2018 ridership data also indicates that there may be challenges with focusing demand on fewer trips despite assigning a medium duty bus.

The proposal to re-route #4 Pandosy/UBCO Express through Rutland was generally well supported however, there were some concerns raised about this route change altering the nature of this service as an express route. Given the limited expansion resources available for Fall 2019, it is recommended that this option be considered for future expansion in the context of a comprehensive review of the transit network in Rutland.

Service Improvement Proposal		Service Hour Requirement
1.	Improve midday service on weekdays <sup>1</sup>	2,350
2.	Improve Sunday afternoon service by reallocating underperforming Saturday service	N/A <sup>2</sup>

<sup>1</sup> From 30 minute headways to 20 minute headways.

<sup>2</sup> These improvements would be accommodated by reallocating underperforming service on Route 8 on Saturdays.

Detailed public engagement results and background in support of the recommended service proposal are included in the Kelowna Service Change Plan – Fall 2019 report by BC Transit (attached as an appendix of this report).

Council's approval to proceed with detailed service design and implementation of the recommended service plan for September, 2019 is respectfully requested.

**Internal Circulation:**

Communications Advisor, Community Engagement  
Divisional Director, Infrastructure  
Financial Planning Manager  
Integrated Transportation Department Manager

**Financial/Budgetary Considerations:**


The recommended Fall 2019 Conventional Transit service recommendations are accommodated within the 2019 transit operating budget request approved by Council in December 2018. An 1,800-hour service expansion first presented within the BC Transit TIPS Expansion MOU was endorsed by Council in August of 2018.

**External Agency/Public Comments:**

**Considerations not applicable to this report:**

Legal/Statutory Authority  
Legal/Statutory Procedural Requirements  
Existing Policy  
Personnel Implications  
Communications Comments  
Alternate Recommendation

Submitted by:



J. Dombowsky, Transit and Programs Manager

Reviewed & approved by: R. Villarreal, Department Manager, Integrated Transportation



**Approved for inclusion:**

A. Newcombe, Divisional Director, Infrastructure

Attachment 1 – Kelowna-Service-Change-Plan-Fall-19-03-08 – BC T.pdf

cc: Divisional Director, Corporate Strategic Services  
Divisional Director, Financial Services  
Divisional Director, Infrastructure  
Divisional Director, Community Planning & Strategic Investments  
C. Fudge, Regional Transit Manager, BC Transit  
M. Boyd, Planning Manager, BC Transit





# Transit Service Expansion Recommendation

September, 2019



# Purpose

To inform Council of the recommended service plan proposed for implementation in September 2019 following public engagement on the various service options presented to Council in January.

# Key Issues facing the System

- ▶ Managing demand on route 8 University
- ▶ Meeting demand between UBCO and Academy Way student residences
- ▶ Optimizing service on community bus routes

# Budget

TIPS MOU – 2019/20 Expansion Initiatives – Endorsed by Council August, 2018

PROPOSED EXPANSION INITIATIVES						
AOA Period	In Service Date	Annual Hours	Vehicle Requirements	Estimated Annual Revenue	Estimated Annual Total Costs	Estimated Annual Net Municipal Share
2019/20	Sep-19	1,300	1	\$26,662	\$185,265	\$89,108
		<b>Description</b>	Based on results from the Transit Future Action Plan: Improvements to the core network.			
2019/20	Sep-19	500	0	\$10,255	\$57,247	\$20,264
		<b>Description</b>	Improved transit connections and service reliability to the Rutland Town Centre and potential for additional Academy Way service.			
2020/21	Sep-20	5,000	3	\$82,463	\$713,641	\$350,526
		<b>Description</b>	These resources will be used for the Rutland route realignment project that will be finalized as part of the Transit Future Action Plan process. In addition, on-time performance will also be improved on Core Transit services.			

# Initial Service Options – September 2019

- ▶ Route 8 University weekday & Sunday service expansion
- ▶ Local transit service for Academy Way
- ▶ Service optimization on Routes 13 and 15
- ▶ 4 UBCO/Pandosy Express via Rutland

# Public Engagement

- ▶ Online survey conducted between February 11<sup>th</sup> and February 23<sup>rd</sup>
- ▶ Supported by a comprehensive marketing and communications strategy.
- ▶ 715 of survey respondents, the majority Kelowna residents who primarily take transit for work and school trips.

# Route 8 Service Expansion Proposal

## Proposal:

Increase weekday mid-day service frequency (9am to 2pm) to every 20 minutes.

Increase Sunday afternoon service frequency (currently 55 minutes).

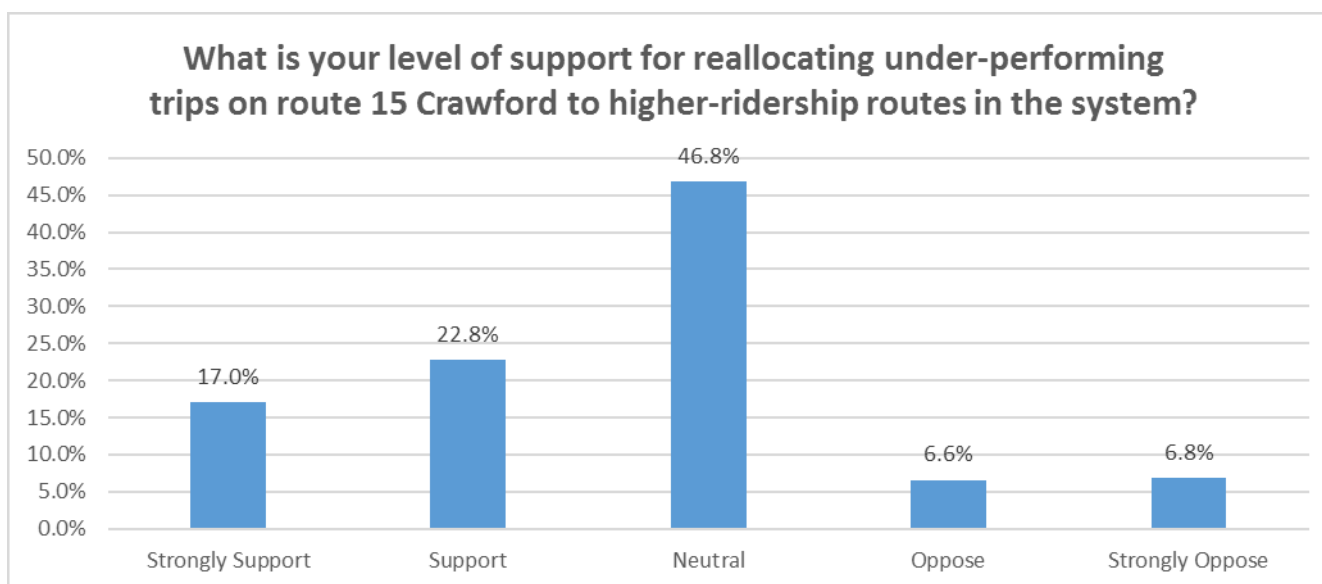
Strongly supported by the majority of respondents with many expressing support for further improvements to route 8.

# Service Optimization - 15 Crawford

Proposal:

Reallocate underperforming trips to higher ridership routes in the system.

Level of support:



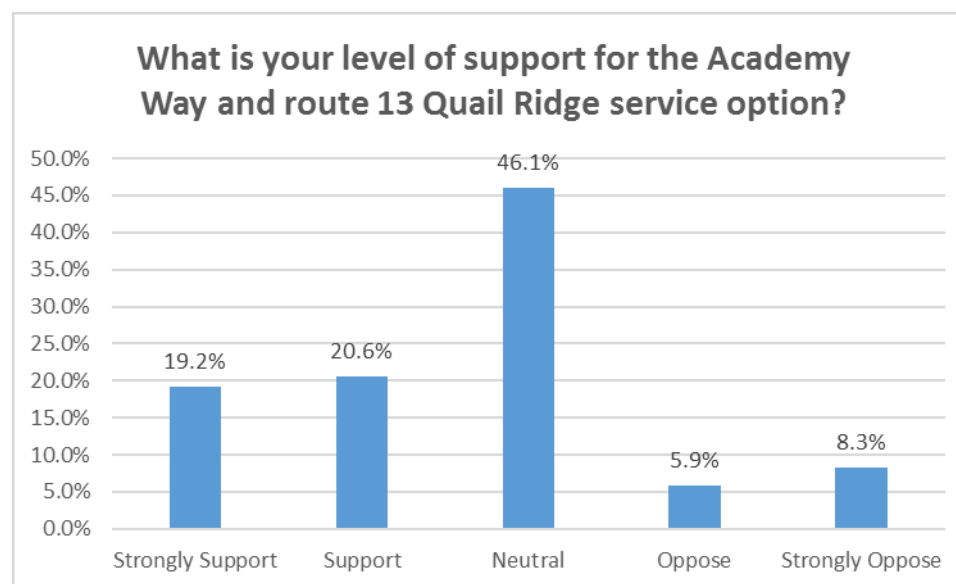


# Academy Way, Quail Ridge Service Optimization

Proposal:

New local route via Academy to Reid's Corner support route 4 during peak periods facilitated by reduced service frequency on route 13 Quail Ridge.

Level of support:



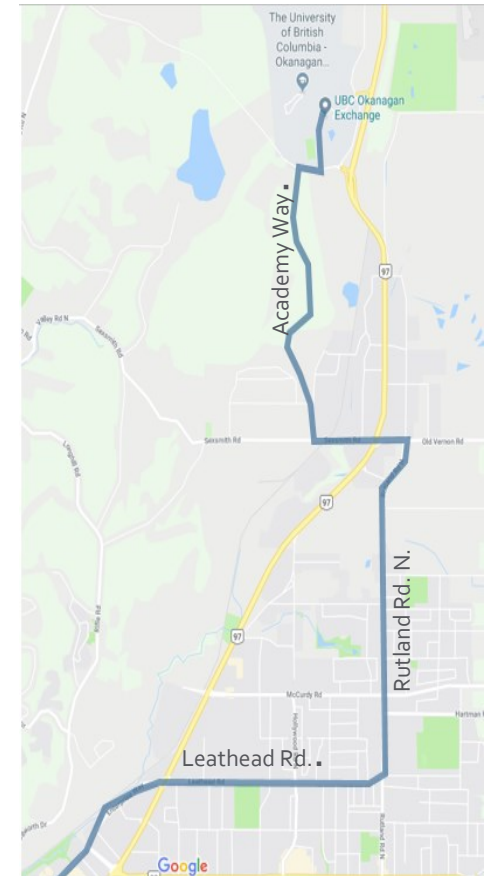
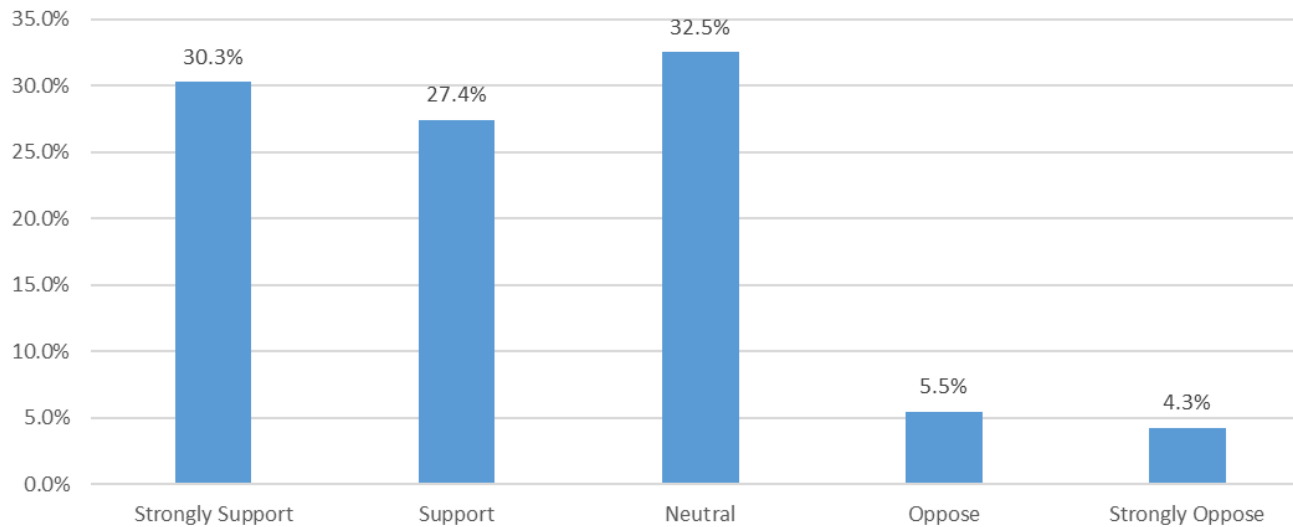
# 4 Pandosy/UBCO via Rutland

Proposal:

Shifting route 4 off Highway 97 into Rutland to increase service coverage and support route 8.

Level of Support:

**What is your level of support for the proposal to change route 4 Pandosy/UBCO Express routing to operate through Rutland?**



# Recommendation

THAT the 1,800 new service hours and estimated 550 hours savings from route #15 optimization be applied to increasing weekday mid-day service on route #8 University.

AND THAT excess Saturday service capacity on route 8 be reallocated to Sunday afternoons to better balance resources to demand.

THAT Council direct staff and BC Transit to proceed with detailed service design and implementation.

# Service Change Plan

## Kelowna Regional Transit System

### September 2019 Kelowna Implementation



March 2019



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## 1.0 INTRODUCTION

In order to continue delivering on the goals and objectives of the Central Okanagan Transit Future Action Plan and to support the continued success of the Kelowna Regional Transit system, the City of Kelowna approved their respective share of local funding for an expansion of 1,800 conventional transit service hours for implementation on September 1, 2019 within the City of Kelowna jurisdiction.

This plan outlines the routes, service levels, and infrastructure requirements required for a successful implementation of the service items identified in Table 1. This service change plan includes the following:

1. A summary of data analysis and engagement results
2. New routes, route changes, and service changes
3. Infrastructure requirements
4. Marketing and communication plan
5. Implementation timeline

This plan outlines the timeline and finalized service details for the September 2019 proposed Westside service expansion, as identified in the tables below.

*Table 1 – City of Kelowna Transit Service Expansion for September 2019*

<b>Start Date</b>	<b>Service Description</b>	<b>Annual Hours</b>	<b>Vehicles</b>
Sept. 2019	Based on results from the Transit Future Action Plan: Improvements to the core network.	1,300	1
	Improved transit connections and service reliability to the Rutland Town Centre and potential for additional Academy Way service.	500	0

Table 2 - Westside Transit Expansion Implementation Timeline

Date	Deliverable	Owner/Lead
August 2018	2019 Expansion Memorandum of Understanding drafted and signed.	BCT, Kelowna
September 2018	Draft routes and schedule options finalized for public engagement	BCT
October 2018	Marketing and engagement material developed	BCT
November 2018	Public Engagement on route proposals	BCT, Kelowna
February 2019	Service Change Plan presented to Kelowna for approval.	BCT
March - May 2019	Schedule development	BCT
June – August 2019	Riders Guide completion	BCT
August 2019	Bus stop installation, Riders Guide released, website updated and marketing/media	BCT, Kelowna, First Canada
September 1, 2019	Service Implementation	BCT, Kelowna, First Canada
Fall 2019	Monitor transit service changes and make adjustments where necessary	BCT, Kelowna, First Canada





## 2.0 PUBLIC ENGAGEMENT

### 2.1 Engagement Methods

Based on a review customer complaints and operator feedback, some of the largest challenges currently facing the Kelowna Regional Transit System include service reliability and passenger loads on Routes 8 and 97, with reported challenges associated with Route 8 growing over time. Additionally, with the rerouting of Route 4 along Academy Way in Fall 2018, there have been recent increases to ridership and recurring incidents of pass ups heading back to Academy Way from UBCO in the afternoons.

In order to address these challenges and to continue growing ridership within the Kelowna Region, the following service options are suggested for the City of Kelowna for Fall 2019:

- Route 8 University/OK College midday weekday and Sunday expansion
- Local transit service for Academy Way
- Service optimization on Routes 13 and 15
- Reroute the 4 UBCO/Pandosy Express into Rutland

As part of the service change process, BC Transit and the City of Kelowna undertook a public engagement process in February of 2019. An online survey was promoted and publicly available from February 11 to 22, 2019. There were 715 respondents that participated in the online survey.

### 2.2 Engagement Results

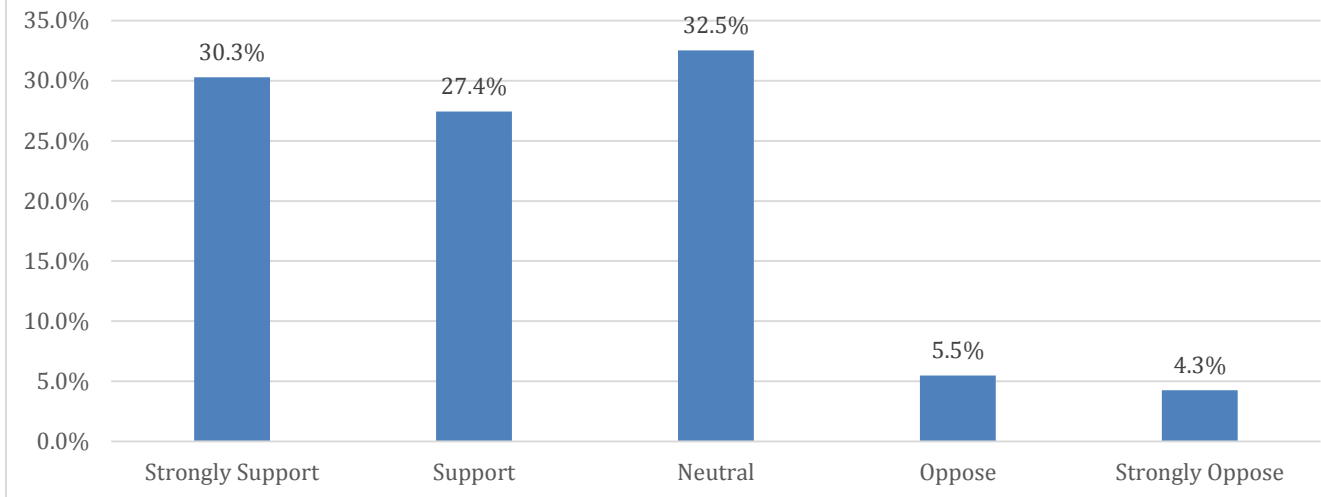
The participants were polled on which community they live in. Most of the survey respondents live in the City of Kelowna (83%) and the other users of the transit system live in West Kelowna, Peachland, Lake Country, Vernon, and elsewhere around the region. Other demographic information that was polled included which routes customers use, how often they use transit, and primary trip purpose. The demographic results are shown visually in the Appendix.

The targeted questions in the engagement included options for addressing reliability challenges on the **8 University/OK College** and the passenger pass-ups on the segment of the **4 Pandosy Express** operating between UBCO and Academy Hill. To address these challenges within the transit system, service optimization was proposed on routes **13 Quail Ridge** and **15 Crawford** in addition to the approved 1,800 service hour expansion that was available for fall 2019. The results of the public feedback are discussed below in the September 2019 Service Change Proposal section.

#### **Route 4 UBCO/Pandosy Express Through Rutland Service Option**

An option to reroute the Route 4 through Rutland was presented to the public. Based on the results of public engagement, there was a strong level of support for this service option; however, based on open comments, there were some concerns about this route change altering the nature of this service as an express route. Given the limited expansion resources available for fall 2019, it is recommended that this option be considered for future expansion, within the context of a more comprehensive review of the transit network in the Rutland area.

### What is your level of support for the proposal to change route 4 Pandosy/UBCO Express routing to operate through Rutland?



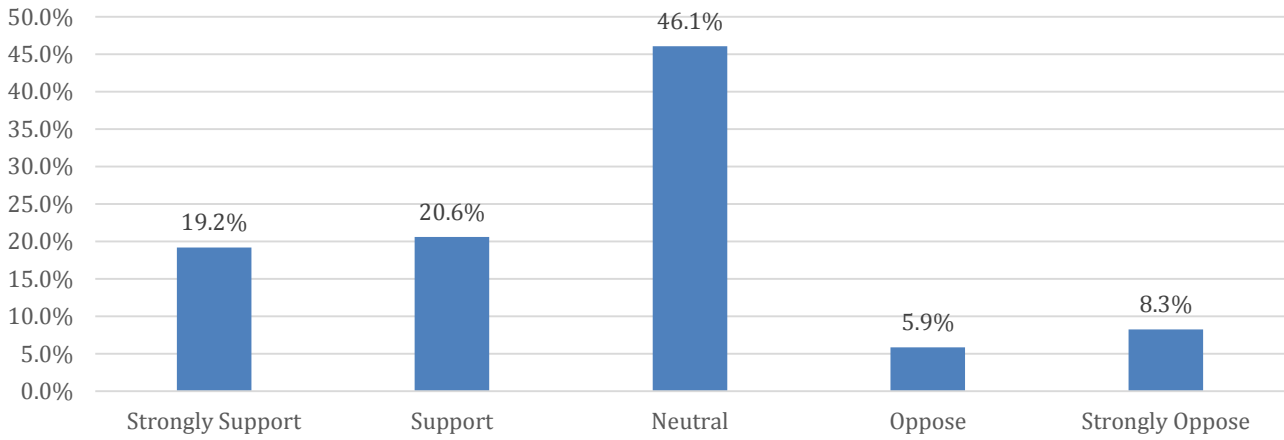
### Route 13 Quail Ridge and Academy Way Service Option

In 2017, weekday service on the **13 Quail Ridge** was increased from 60-minute to 30-minute frequency. This service improvement addressed passenger pass-ups that were occurring due to the limited passenger capacity of the light duty vehicle that operated the route (maximum of 20 passengers).

This service option explored returning service on route 13 Quail Ridge to 60-minute frequency (with a medium-duty bus) that would allow for hourly local weekday service to Academy Way.

Although there was a reasonable level of support from the public, given a recent ridership increases on the route 13 Quail Ridge from the winter 2019 service period, it is recommended that a solution for Academy Way be addressed instead through a future expansion initiative.

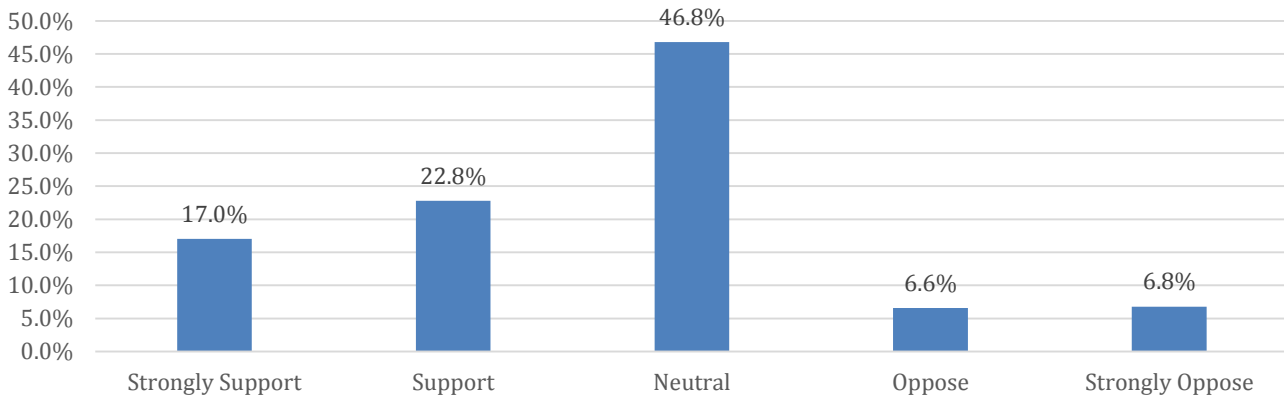
### What is your level of support for the Academy Way and route 13 Quail Ridge service option?



### Route 15 Crawford Reallocation Service Option

An option to reallocate underperforming trips from the route 15 Crawford was brought forward for public feedback. Approximately 40% of respondents supported this option in comparison to 13% in opposition.

### What is your level of support for reallocating underperforming trips on route 15 Crawford to higher-ridership routes in the system?



### 3.0 SEPTEMBER 2019 SERVICE CHANGE PROPOSAL

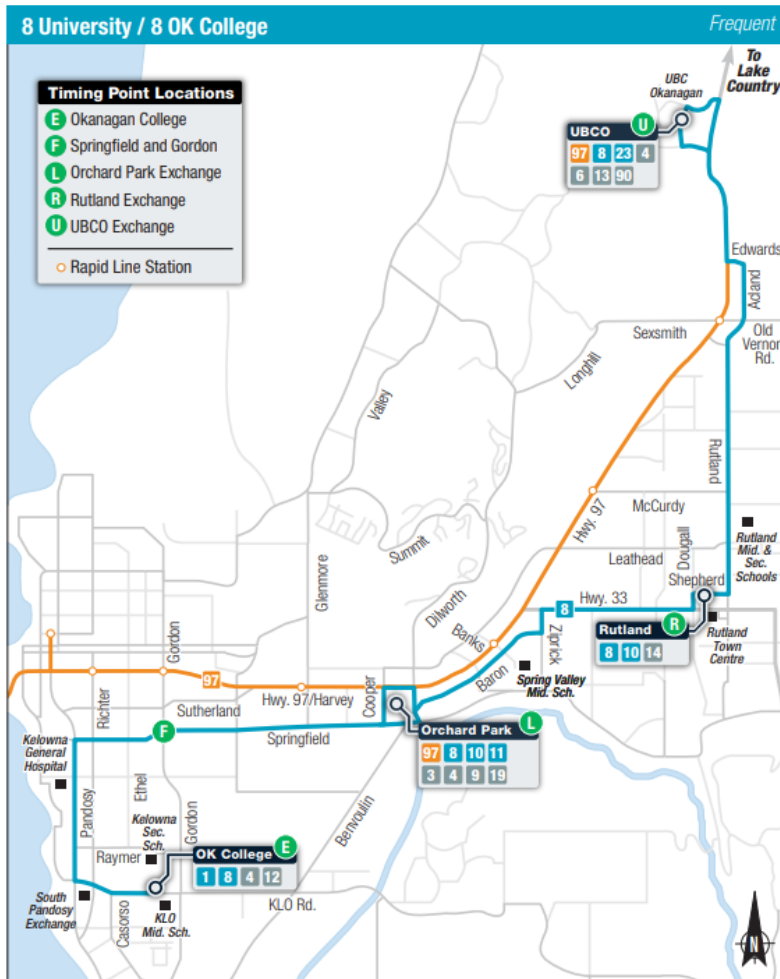
This section provides an overview of the proposed service changes for September 2019.

Beyond the 1,800 annual services hours available from expansion, there are up to 550 annual service hours available through reallocating underperforming service on the route 15 Crawford. This allows up to a potential total of 2,350 hours of expansion for September 2019.

Although BC Transit and the City of Kelowna engaged on a number of service options in February 2019, there are only resources available to accomplish the highest priority options. The section below identifies the proposed service improvements associated with the September 2019 service change.

### 3.1 Route 8 University/OK College

The **8 University/OK College** is currently the highest performing route within the Kelowna Regional Transit System. Based on a review customer complaints and operator feedback, the route **8 University/OK College** is also seeing some of the largest challenges related to service reliability and passenger loads.



In order to address these challenges and to continue growing ridership within the Kelowna Region, Table 3 outlines the proposed service improvements for the route **8 University/OK College**.

Table 3 – Route 8 University/OK College Service Improvement Proposals (September 2019)

Service Improvement Proposal		Service Hour Requirement
1.	Improve midday service on weekdays <sup>1</sup>	2,350
2.	Improve Sunday afternoon service by reallocating underperforming Saturday service	N/A <sup>2</sup>

**Rationale**

According to recent ridership analysis from the Fall 2018 schedule period, the route **8 University/OK College** was seeing an average of 40 rides per trip on weekdays, but the performance on middays between 9am and 2pm was 50 per cent higher at closer to 60 rides per trip.

Route **8 University/OK College** receives approximately 60 rides per trip on Sunday afternoons, which is equivalent to the performance on middays on weekdays. Service currently operates every 25 minutes for most of the day on Saturdays and approximately every 55 minutes on Sundays. However, ridership per trip in the afternoon on Sundays significantly exceeds performance on Saturday, particularly on Saturday mornings and evenings.

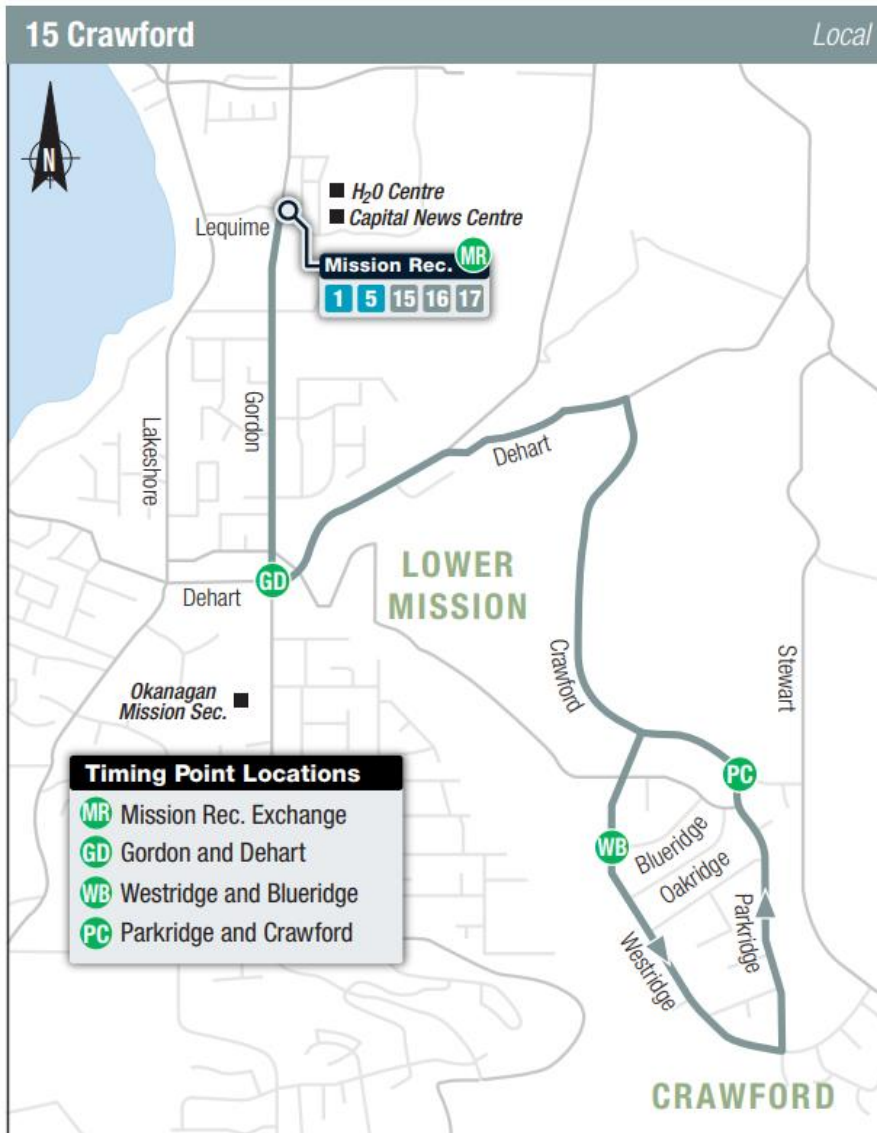
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<sup>1</sup> From 30 minute headways to 20 minute headways.

<sup>2</sup> These improvements would be accommodated by reallocating underperforming service on Route 8 on Saturdays.

### 3.2 Route 15 Crawford

Reduce service based on low performance and reallocate to the weekday midday service improvement option on route 8 University/OK College. In general, the public seemed supportive of this service option, with 40% supportive and 13% opposed. See Appendix B for additional ridership details on the route 15 Crawford.

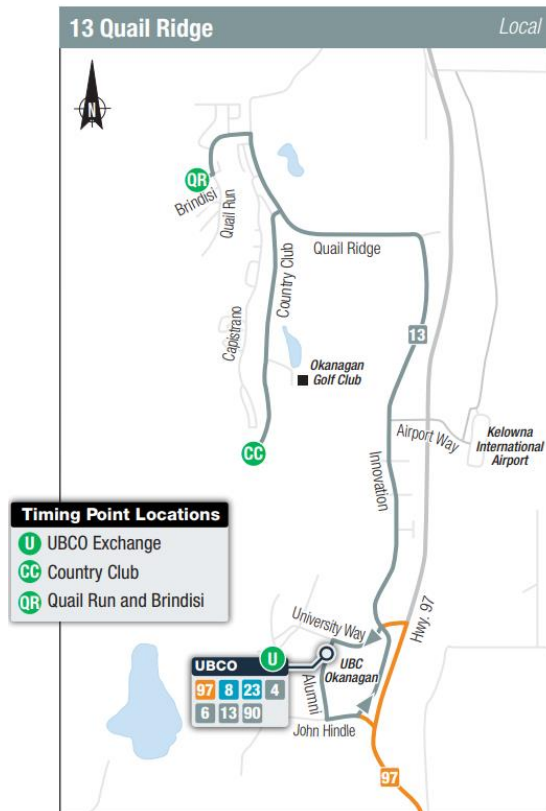


### 3.3 Route 13 Quail Ridge

Despite general support through the online survey for reallocating service from route 13 Quail Ridge to provide local service to Academy Way, BC Transit recommends maintaining the existing service on the route 13 Quail Ridge.

According to a recent review of the winter 2019 APC ridership data, route 13 Quail Ridge is the third highest performing local route within the City of Kelowna’s boundaries, up from the fifth highest in the fall 2018 period. Additionally, open comments through the survey process identified concerns with meeting class time schedules if service on route 13 Quail Ridge were reduced from 30-minute to 60-minute headways.

Consequently, BC Transit recommends maintaining the existing service on route 13 Quail Ridge, and prioritizing future improvements to Academy Way more holistically through future service expansion resources.



## 4.0 INFRASTRUCTURE CHANGE REQUIREMENTS

There are no infrastructure changes associated with this proposed service expansion.

## 5.0 FUTURE SERVICE CONSIDERATIONS

### 5.1 Transit Improvement Process (TIPs)

The annual Transit Improvement Process (TIPs) and the associated Expansion Memorandum of Understanding formalize a community's commitments to transit improvements. Based on existing plans (such as the Transit Future Action Plan), BC Transit works with communities to establish transit improvement priorities for the upcoming three years.

The changes included in this document were included in the first year of the current TIPs agreement, which spanned from 2019/2020 through to 2021/2022 fiscal years. Last year's TIPs agreement identified a 5,000 service hour and 3 bus expansion to improve service within Rutland and to improve on-time performance within the transit system.

PROPOSED EXPANSION INITIATIVES						
AOA Period	In Service Date	Annual Hours	Vehicle Requirements	Estimated Annual Revenue	Estimated Annual Total Costs	Estimated Annual Net Municipal Share
2019/20	Sep-19	1,300	1	\$26,662	\$185,265	\$89,108
		<b>Description</b>	Based on results from the Transit Future Action Plan: Improvements to the core network.			
2019/20	Sep-19	500	0	\$10,255	\$57,247	\$20,264
		<b>Description</b>	Improved transit connections and service reliability to the Rutland Town Centre and potential for additional Academy Way service.			
2020/21	Sep-20	5,000	3	\$82,463	\$713,641	\$350,526
		<b>Description</b>	These resources will be used for the Rutland route realignment project that will be finalized as part of the Transit Future Action Plan process. In addition, on-time performance will also be improved on Core Transit services.			

However, with the implementation of the September 2019 expansion, the Kelowna Maintenance Facility will be near capacity. Further expansions requiring a vehicle will need verification from the operating company and BC Transit's Asset Management team. There may be an opportunity to introduce



expanded off-peak service without an expansion vehicle, however, that must be confirmed as part of the upcoming Transit Improvement Process in summer of 2019.

## **5.2 Future Expansion Priorities**

Beyond service improvements in Rutland and improvements for service reliability, there are two other key challenges within the Kelowna Regional Transit System that should be seriously considered as part of any future service expansion process:

- Weekday peak service improvements on route 8 University/OK College
- Improved service for Academy Way and a solution for afternoon passenger pass ups on route 4 Pandosy/UBCO Express outbound from UBCO

## 6.0 RECOMMENDATION

BC Transit recommends that the City of Kelowna:

- Approve the proposed September 2019 service changes
- Approve local staff to work with BC Transit to implement the proposed September 2019 service changes

## 7.0 NEXT STEPS

If the September 2019 service changes are approved, BC Transit will develop the final schedules, and work towards service implementation in collaboration with the local partners.

*Table 4 - Process timeline*

Date	Deliverable	Owner/Lead
March - May 2019	Schedule development	BCT
June – August 2019	Riders Guide completion	BCT
August 2019	Riders Guide released, website updated and marketing/media	BCT, Kelowna, First Canada
September 1, 2019	Service Implementation	BCT, Kelowna, First Canada
Fall 2018	Monitor transit service changes and make adjustments where necessary	BCT, Kelowna, First Canada

## 8.0 APPENDIX A

### 8.1 Demographic Information

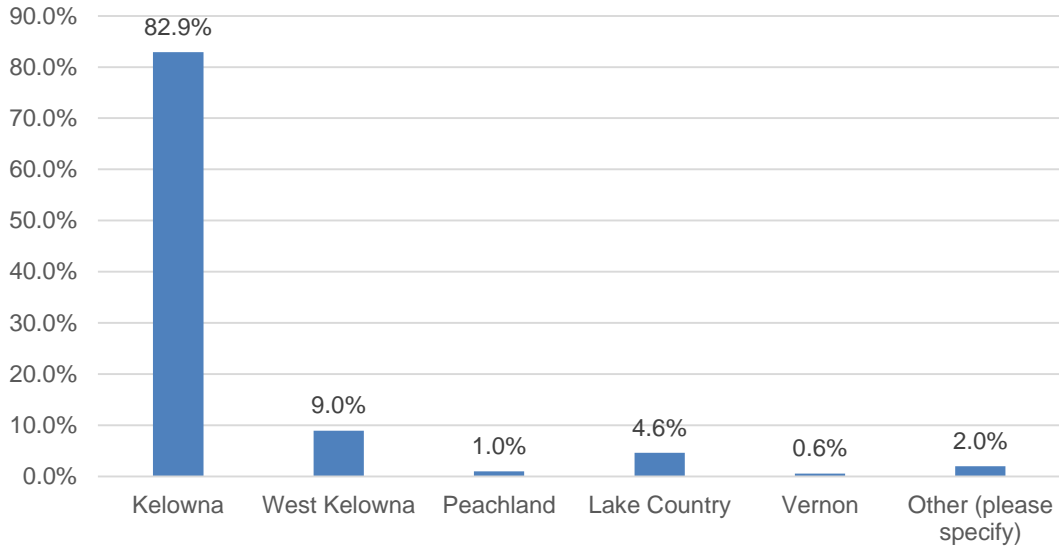


Figure 2 - survey respondents by region of residence

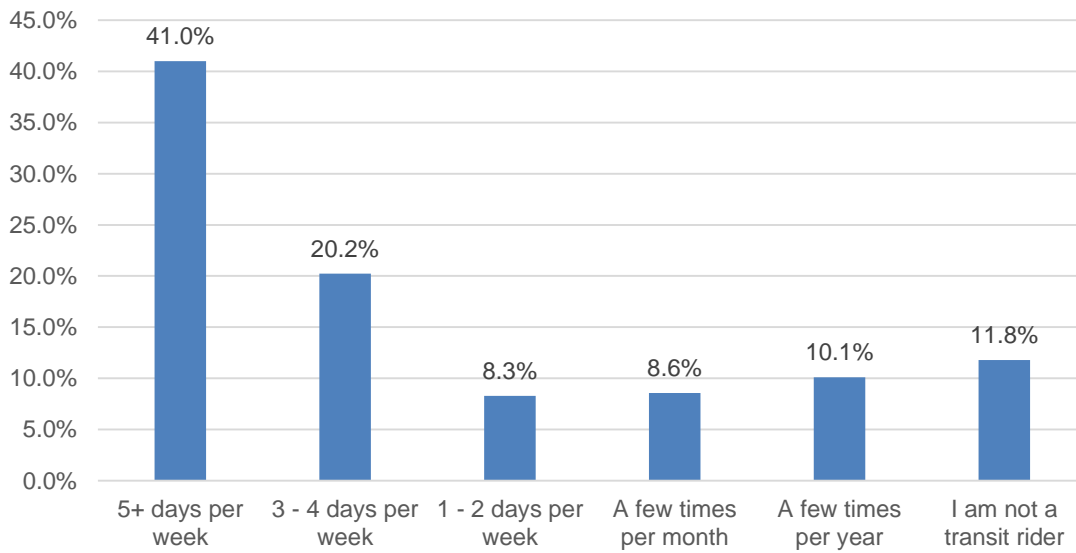


Figure 3 - Frequency of use of transit users in the Central Okanagan over the past six months

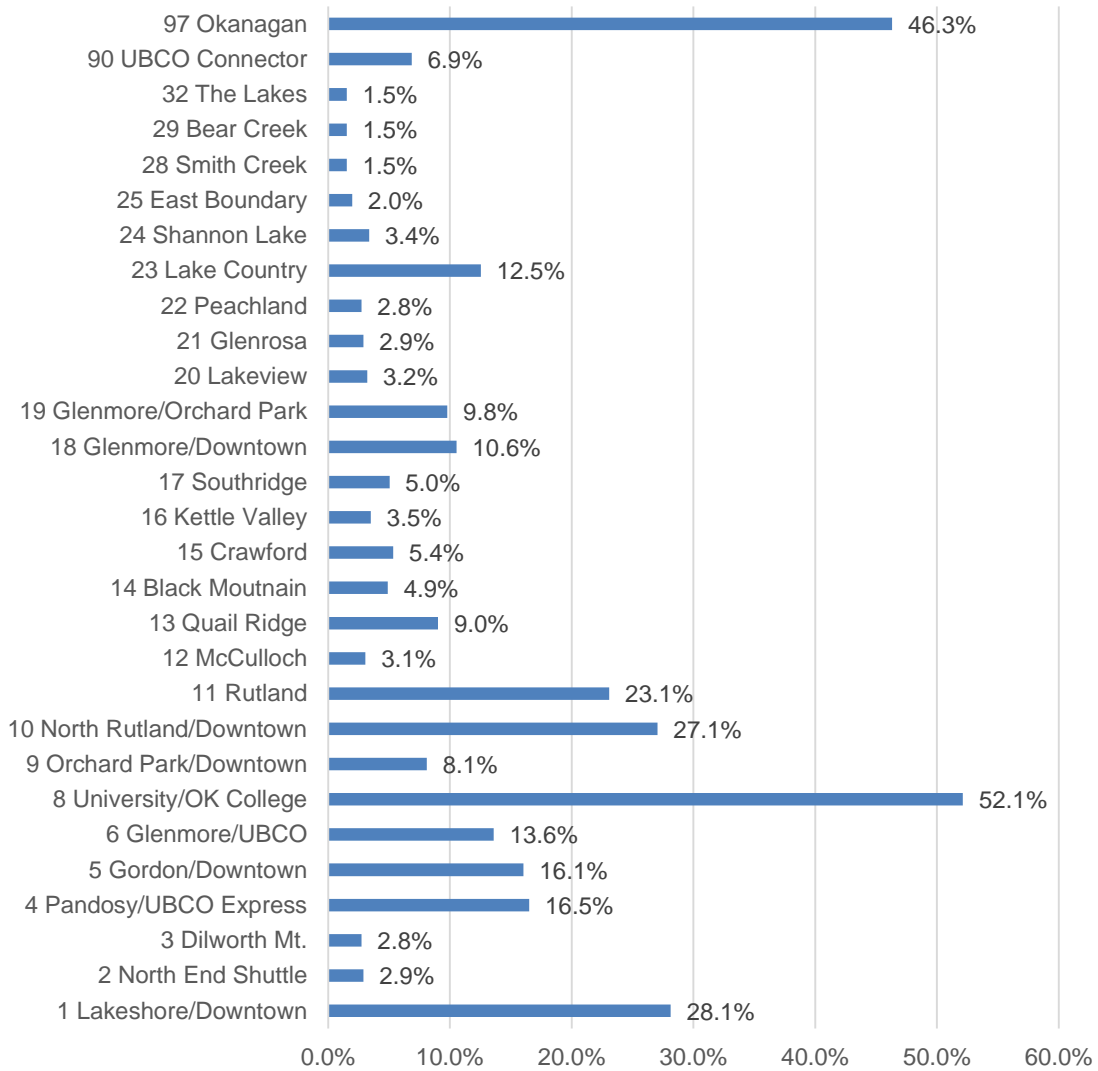


Figure 4 - Route utilization for survey respondents

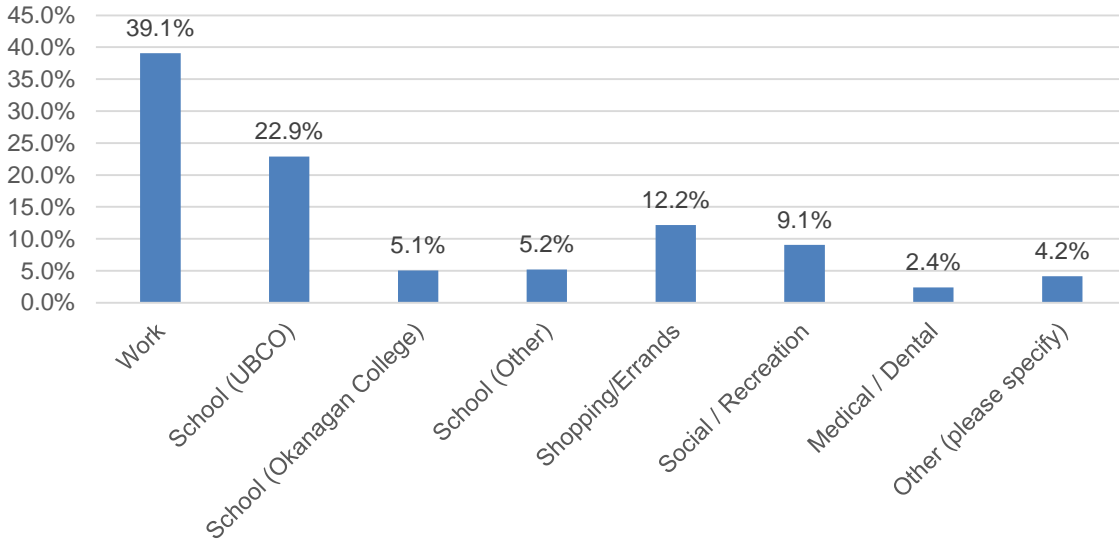
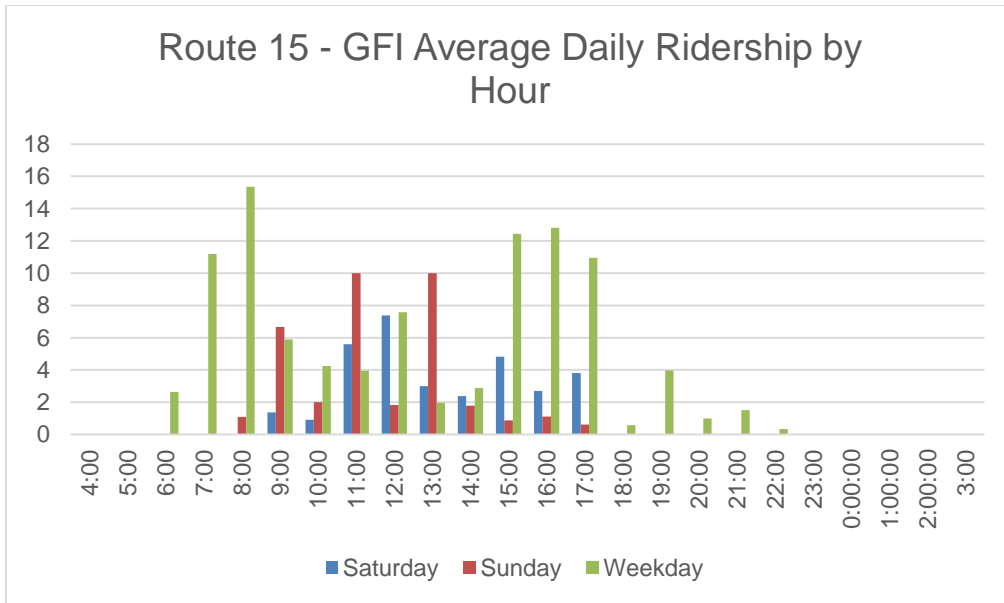


Figure 5 – Primary trip purpose or destination for transit users

## 9.0 APPENDIX B



# Report to Council



**Date:** March 25, 2019  
**File:** 1200-15  
**To:** City Manager  
**From:** Christine McWillis, Cultural Services Manager  
**Subject:** Update of the 2020-2025 Cultural Plan Process

---

## **Recommendation:**

THAT Council receives, for information, the report from the Cultural Services Manager dated March 25, 2019, regarding the activities related to the development of an updated Cultural Plan.

## **Purpose:**

To provide Council with an overview of the public engagement process to date and early findings related to the development of the 2020-2025 Cultural Plan.

## **Background:**

### ***General Overview***

The 2020-2025 Cultural Plan update project started in July 2018 in accordance with the process identified in the report to Council July 16, 2018, titled *2020-2025 Cultural Plan*. The report identified the timeline for the Cultural Plan process provided as Figure 1. Cultural Plan Update – Timeline.

This timeline remains consistent with the process being followed and timelines are currently being met. At this time, the process is within the Discover Phase.

The Discover Phase involves three primary activities:

1. Framing – Determining scope and methodology, report to council and establishing a steering committee. *These activities have been completed.*
2. Engagement – Data collection, community and stakeholder engagement. *These activities are well underway and will wrap up on March 31, 2019.*

- Synthesis – Identify patterns and themes and synthesize key concepts. *These activities are ramping up as engagement activities are closing. These activities will continue throughout the spring.*

### Cultural Plan Update - Timeline

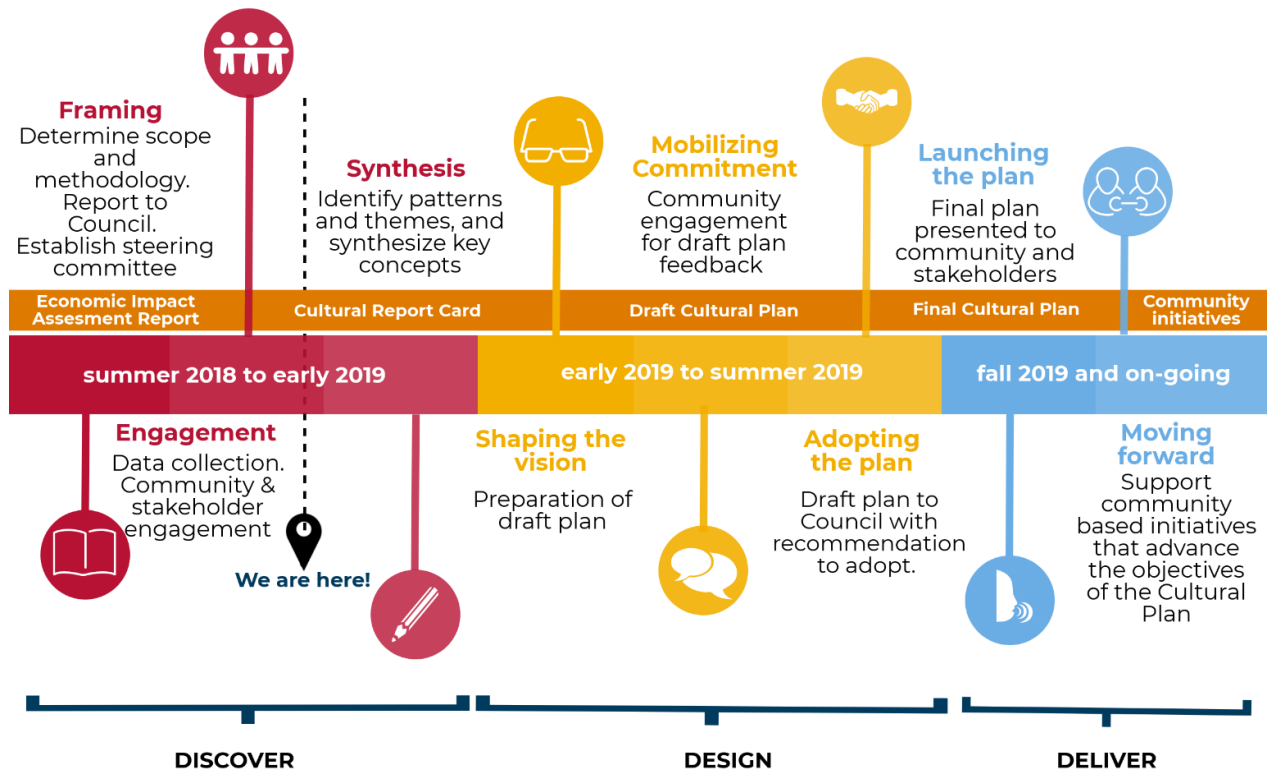


Figure 1. Cultural Plan Update Timeline

The next steps in the process will be to work through the Design Phase. In this phase, Cultural Services staff along with the Internal and External Advisory Groups, will work to prepare a draft of the plan (shaping the vision), take the draft back to stakeholders for feedback (mobilizing commitment) and finally bring the plan to Council (adopting the plan). Work in this Phase will start in April 2019 and continue through August 2019.

It is anticipated that the plan will be completed in September 2019 and the final Plan will be launched at an event during Culture Days 2019. Following the launch of the plan, Cultural Services, along with community stakeholders, will be looking for ways to support community initiatives that advance the objectives of the plan and mobilize the greater community toward the common goals.

Throughout this process, Cultural Services staff have been working alongside project representatives from Imagine Kelowna and the OCP 2040 to ensure appropriate alignment.

The 2020-2025 Cultural Plan is intended as a community plan. Individuals, the business community, arts, culture & heritage organizations and the City of Kelowna collectively play critical roles in shaping the cultural landscape of the community by advancing goals and implementing the strategies. With the support of the entire community, the vision of the 2020-2025 Cultural Plan can be realized.

### Cultural Plan Advisory Group

The establishment of a Cultural Plan Advisory Group is intended to support the Cultural Services Branch in the development of the updated plan by providing perspective and input into the plan creation. The Advisory Group is made up of up to 19 members comprised of two sub-groups including:

1. Internal Advisory Group includes nine staff members from the City of Kelowna appointed because their area of responsibility is impacted or directly impacts the advancement of the plans goals and strategies within the City of Kelowna.
2. External Advisory Group includes 10 members of the arts, culture and heritage community with broad representation of artistic disciplines and practices including strong representation from individual practitioners.

Biographies for all external members of the Advisory Group are provided as Appendix A to this report.

### Consulting with the Community – Overview of Engagement Opportunities

The development of the Cultural Plan requires a deep understanding and appreciation of the population which it is intended to serve. This phase of the plan’s development has involved a variety of engagement activities outlined in Figure 2.

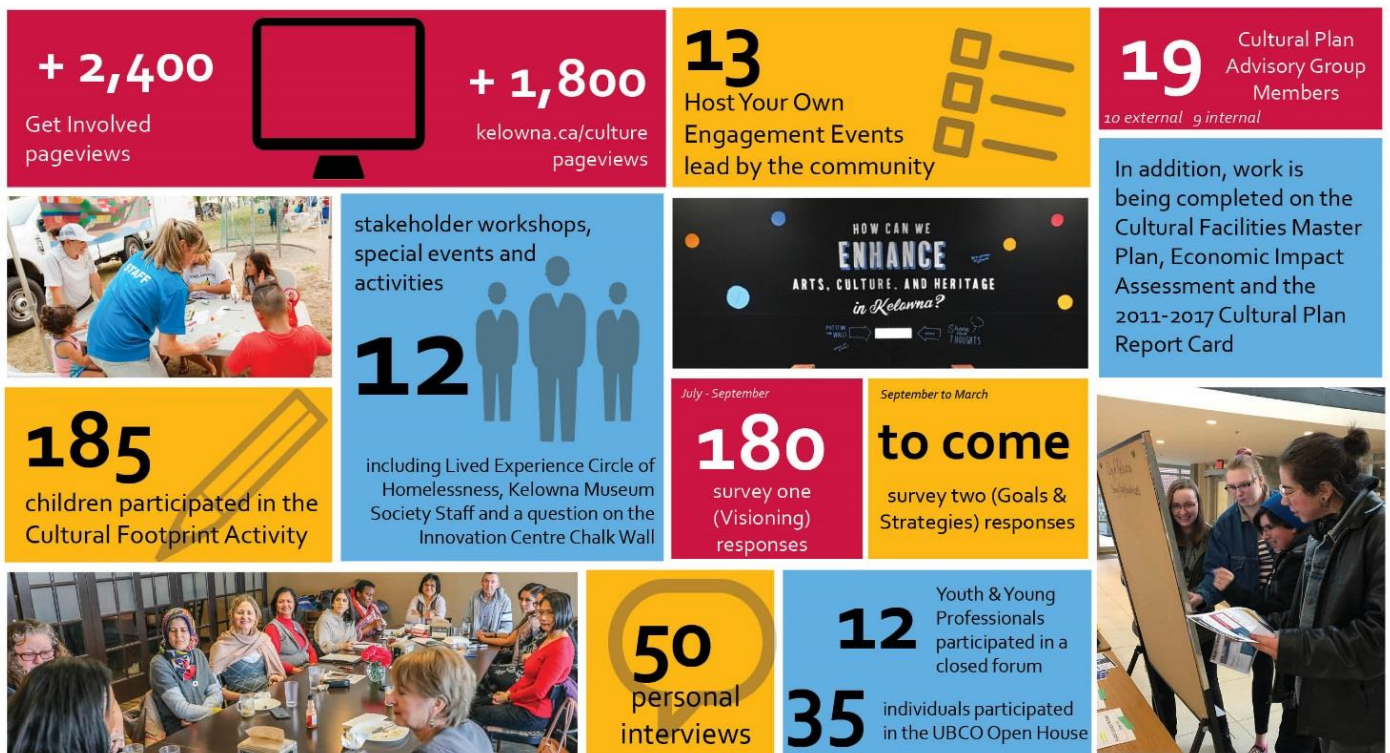


Figure 2. Cultural Plan Engagement Activities



A more detailed description of each community engagement activity is provided as Appendix B to this report.

### ***Early Findings and Plan Development***

The following sections should be considered early findings based on the exploration of only some of the feedback already received and early work completed by Cultural Services staff and the Cultural Advisory Groups. Additional work and community engagement of draft versions of the plan will help to ensure that errors, omissions or gaps are filled before finalizing the plan in September 2019.

#### *Definition of Culture*

At the beginning of the cultural plan engagement process community members were asked to define culture. One hundred and seventy-one different definitions were submitted, many with common themes, all with unique language and perspectives. Below is a sampling of the various definitions that were contributed by community members during our consultations.

- *Culture is place, history and shared experience formed and expressed through the creative arts and community activities. As culture emerges and develops, it generates a unique identity that impacts the lives of residents, visitors and tourists.*
- *Expressions of traditions and talents from diverse groups that create the heartbeat of our community. Culture enriches lives through knowledge sharing, empathy and adds vibrancy to everyday life.*
- *Our habits, rituals, performances, and actions that give us meaning. The physical aspects of our environment that give us a sense of place. How we interact with each other and our space.*
- *Something that expands your world view and perspectives, draws on heritage, backgrounds, arts and experiences to create a wider understanding of the world around.*
- *The soul of a city.*

All definitions were reviewed and considered by the Advisory Groups. It was concluded that culture can mean different things to different people and a single definition is not possible. Therefore, the 2020-2025 Cultural Plan will take a similar approach to the 2012-2017 Cultural Plan and define culture this way:

**It may not be possible to arrive at a precise definition of the word 'culture.' It is a porous and flexible concept which includes heritage, the arts, human diversity and many other attributes and practices. The use of the word 'culture' within this plan is intended to be broadly inclusive.**

## The Vision

Considering information received from the community through Survey 1, the Cultural Plan Advisory Groups fine-tuned the vision provided in the 2012-2017 Cultural Plan. The result was:

As a collective of individuals, organizations, stakeholders and government, we see a community which...

## The Vision



Figure 3. Cultural Plan Draft Vision

## The Guiding Principles

The Guiding Principles are values and perspectives which reflect the Vision and inform the Goals and Strategies of the Plan. Guiding Principles function as a filter through which all Goals and Strategies will be considered as the community moves toward development of the plan.

The draft Guiding Principles of the 2020-2025 Cultural Plan include:

- Accessibility, diversity and inclusion: ensures that all people, in all phases of life have access to cultural engagement and participation. This may involve addressing financial, educational, physical, ethno-cultural, behavioural, social or age-related factors.
- Accountability and fiscal responsibility: uses resources effectively and efficiently to address the needs of the community.

- Innovation: supports new solutions and new ways of thinking and doing to seize opportunities to address the challenges ahead.
- Optimizing Value: uses resources, ideas and energy already on hand, to find efficiencies, create more impact and generate more value and benefit.
- Partnerships and Collaboration: fosters more and better results by working together across disciplines, sectors and interests. This requires devoting more time to community, planning and relationship building.
- Reconciliation: builds a sustained relationship of mutual respect and understanding with indigenous peoples.

### *The 10 Goals of the Cultural Plan*

Appendix C - Cultural Plan Goals outlines the ten goals that were foundational in the previous plan and used for the engagement activities that occurred within the community over the last 8 months. The goals were tested for their relevance and importance to community stakeholders and to determine if there were gaps among them. Stakeholders were also asked to provide ideas for how these goals could be developed within the community over the next five years (strategies).

During the Design Phase of the plan development, the community feedback will be utilized to determine potential changes to the goals, how they are described and the community strategies that will populate each goal area.

It is not anticipated that the overall concept of each goal area will change significantly however the strategies to make progress in each goal area will most likely differ significantly from the previous plan.

### *Emerging Themes*

Through the public consultation process, it has become apparent that the use of plain language in the development of the vision, principles, goals and strategies will need to be considered. As a community plan, the ability of all stakeholders to understand the meaning of the plans pieces will be very important.

Upon preliminary review of the community feedback being received, four emerging themes have developed:

- Cultural facilities and infrastructure
- Financial support and investment in culture
- Partnerships and collaborations
- Truth and reconciliation

It is anticipated that these themes will be reflected through a variety of different strategies within the plan. As a community plan, strategies will include initiatives for individuals, businesses, organizations and the City of Kelowna to become engaged with. No single stakeholder will be able to advance the plan on their own.

### ***The next few months***

#### *Community Open House Events*

In late Spring 2019, another round of community engagement will take place that will provide opportunities for community stakeholders to provide feedback on the draft plan. Activities in the process of being finalized however they will include opportunity for online and in-person consultation.

#### *2020-2025 Cultural Plan Launch Event*

During Culture Days 2019, the Cultural Services Branch along with key community stakeholders will launch the newly adopted 2020-2025 Cultural Plan. Details for the event are still being finalized. Following the launch event, additional distribution will include making the plan available to stakeholders and community members through a variety of different mechanisms.

#### *Future Council Check-in Points*

Council can expect check in at the following points (approximate timelines):

- Presentation of the Cultural Report Card – April 2019
- Presentation of Economic Impact Assessment Report – April/May 2019
- Presentation of Draft Cultural Plan (workshop) – Summer 2019
- Request for Plan Adoption – September 2019
- Presentation of the Cultural Facilities Masterplan – Summer 2019 – this is a joint project and will be used to inform the plan however is not part of the plan.

#### **Internal Circulation:**

Jim Gabriel, Divisional Director of Active Living & Culture  
Robert Fine, Director, Director, Business and Entrepreneurial Development  
Geraldine Parent, Kelowna Community Theatre Manager  
Mike McGreer, Corporate Strategy & Performance Dept. Manager  
Ross Soward, Planner Specialist  
Paul Reyes, Project Architect  
Cory Leslie, Financial Analyst  
Chris Babcock, Event Development Supervisor  
Amanda Lamberti, Communications Advisor

#### **Existing Policy:**

In accordance with the Cultural Policy #274,

The City will develop and regularly update a Cultural Plan to guide civic cultural initiatives.

The process for the Cultural Plan will include:

- Information gathering from, and consultations with, local stakeholders and the community-at-large. This may take the form of surveys, workshops and/or Open Houses;
- Review of best practices and comparable plans from other jurisdictions;
- Preparation and submission of a document which will establish an overall vision, goals, specific strategies and an implementation plan.

The Cultural Plan will require on-going implementation, monitoring and review.

**Financial/Budgetary Considerations:**

Funding for this project is a combination of the 2018 and 2019 Cultural Services operating budget and \$15,000 (one-time addition) in 2018.

**Considerations not applicable to this report:**

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

**Submitted by:**

C. McWillis, Cultural Services Manager

**Approved for inclusion:**

J. Gabriel, Division Director, Active Living & Culture

# 2020-2025 Cultural Plan Advisory Group



**Linda Digby**

Linda's passion is connecting people with something bigger than themselves. This passion has driven my professional journey through heritage, culture, and arts for 34 years. She believes we all long to connect, to be amazed, and to be transformed.



**Erin Scott**

Erin Scott is an award-winning poet and performer with a Master of Fine Arts from UBCO. She is Executive Director of Inspired Word Cafe Society, Managing Director of Living Things: Kelowna's International Arts Festival, and Co-Artistic Director of Fat Cat Children's Festival.



**Leila (Neverland) Naderi**

Drawing from classical piano training, a childhood spent in Toronto's children's choirs including the Canadian Children's Opera Chorus. Leila Neverland is breaking through the West Coast music scene with her powerful voice, thought provoking original music, and timely lyrics.



**Sonya Barker**

Sonya has been involved in the arts and culture sector in Kelowna since arriving in the community in 2007. She was the Program Coordinator Festivals Kelowna for three years, has been on the Board of Directors for Creative Okanagan for 6 years, and was on the 2010 and is on the 2018 BreakOut West Host Committee.



**Karma Lacoff**

Karma has been the Executive and Creative Director of Creative Okanagan Artist and Event Development Society since January 2016, she worked at Okanagan College in Public Affairs for three years, and on BreakOut West in 2010 and 2018.



**Melissa McCluskey**

As part of Tourism Kelowna's Marketing & Communications team, Melissa handles social media and communication, which includes the promotion of Kelowna's vibrant arts and culture scene, and its heritage. Melissa spends her free time enjoying concerts and local theatre productions in Kelowna.



**Lucy Benwell**

Lucy has enjoyed a diverse musical career, spanning over 35 years. She studied Clarinet to ABRSM Grade 8 in England, adding saxophone and flute along the way. This has allowed her to work as a soloist and in ensemble with orchestras, concert bands, jazz bands, and many musical theatre production companies



**Leah Sanford**

Leah's career, research & publication areas, education, and passions all lie in the fields of diversity and inclusion, equitable and social-justice driven practices, anti-racism, and intercultural awareness. She is the Local Immigration Partnership Coordinator at KCR Community Resources, a role dedicated to furthering the development of Central Okanagan as an inclusive, welcoming community for all newcomers.



**Jo McKechnie**

Although her career was in health care and research, Jo has been a practising glass artist since the late 1970s. Her studio is in the Rotary Centre for the Arts. Her work is featured at Hambleton Galleries. She lives downtown and loves the energy and synergy that the many cultural groups and arts activities bring to the city.



**Lars A Widell**

Lars has been active artist in our community for the last 10 yrs. I started out landscaping and doing stonemasonry in the valley in my early 20's. He has been tattooing full time for the past seven years, and has painted murals in public and private spaces here in town.



**Internal Advisory Group Members:** Paul Reyes, Mike McGreer, Cory Leslie, Amanda Lamberti, Jim Gabriel, Geraldine Parent, Robert Fine, Ross Soward, Chris Babcock.

## Appendix B – Details on Community Engagement Activities

### Engagement Survey 1: Visioning

*Timeline*            July 2018 – September 2018

This survey intended to develop an understanding of the community's idea of the definition of culture, assist in the refinement of a vision for the plan and start to develop an understanding of trends and strategies of the Cultural Plan from the perspective the community-at-large. This activity involved an online survey, paper surveys available at Park & Play, Parks Alive nights and paper surveys available at three Kelowna library locations. In total, there were 180 responses to this survey.

### Cultural Footprint Children's Activity

*Timeline:*            July 2018 – September 2018

In addition to developing an understanding of how our youngest community members participate in and enjoy cultural activities the Cultural Footprint Children's Activity was intended to engage our community's youngest demographic in an activity exploring culture. 185 Cultural Footprints were created by children four years of age and older who attended Park & Play and Parks Alive event nights and the Unplug and Play event.

### Engagement Survey 2: Guiding Principles, Goals and Strategy Development

*Timeline:*            September 2018 – March 2019

Following Survey 1, a second survey was released to evaluate existing guiding principles and goals of the 2012-2017 Cultural Plan to test the Cultural Plan goals for their relevance today, their importance to the community and to determine if there were gaps among them. Participants were also asked to provide ideas for how these goals could be developed within the community over the next five years (strategies). The survey was available online and in paper and was promoted using multiple news releases, social media ads and posts, a Facebook Live on Kelowna Culture's channel, e-newsletters, notices in local publications including in the City of Kelowna Winter 2019 Activity Guide, City of Kelowna Spring 2019 Activity Guide, Rotary Centre for the Arts "What's On" newsletter, and Okanagan College's student newsletter. Additional promotion was provided using the Rotary Centre for the Arts and Kelowna Community Theatre digital message reader boards. Results and final numbers of Engagement Survey 2 are still pending, as the survey does not close until March 31<sup>st</sup>, 2019.

### Youth and Young Professionals Closed Forum and Young Professionals Open House

*Timeline:*            January 29, 2019, 4pm-6pm Open House  
                              January 31, 2019 4pm -6pm Closed Forum

The engagement with youth was identified in the previous Cultural Plan as a gap to the feedback received. One of the goals of the engagement process this time was to hear from the younger demographic in our community to determine their priorities and ideas on how to advance the goals of the plan. A Youth and Young Professionals Closed Forum was held at Black Box Theatre for youth and young professional who applied to attend and an open house style forum was held in the Fipke building at UBCO. In addition to news releases, social media posts/ ads, and newsletter notifications;

community stakeholders such as local high school teachers, UBCO, CATO and Okanagan College supported the initiative by promoting it via their respective channels (e.g. posters, CCTV ads, social media). Twelve youth and young professionals participated in the closed forum and four faculty members and thirty-one students participated in the open forum.

#### Host Your Own Engagement Events and Grant Program

*Timeline:* January 2019 - March 2019

The Host Your Own Engagement Events and related grant program provided a new and unique opportunity to incentivize participation in the update of the Cultural Plan with support (including financial support) to host a conversation directly related to their groups ambitions for the Cultural Plan. The goal of this activity was to bring arts and culture stakeholders and broad community members together to discuss the Cultural Plan and the role they play in implementing it. A Conversation Toolkit was prepared and provided to interested groups/ individuals online to answer questions about what a Host Your Own Event is and how it could be executed.

Eighteen individuals representing 15 different organizations attended an information session with details on the Host Your Own Engagement Event grant program in November 2018. Host Your Own engagement events were held between January and March of 2019. In total, 18 applications for support were received and 13 Host Your Own Grants will be distributed when the process is complete. Seven of the events were open to the public with the remaining events targeting a specific group of stakeholders. Members of the public were also invited to host their own event without the support of the grant and have until March 31 to submit their reports.

#### Workshops, Events and Personal Interviews

*Timeline:* January - March 2019

Throughout the engagement process opportunities were presented that allowed staff to further our reach and engage a broader audience of community members. The activities were diverse and included:

- Question presented on the Innovation Centre Community Chalk Wall – “How can we enhance arts, culture and heritage in Kelowna?”
- Hard-copies of Engagement Survey 2 were available at staff manned displays at:
  - Jan 20: Unplug and Play event at Parkinson Recreation Centre
  - Jan 25 & Feb 15: Okanagan Symphony Orchestra Open Dress Rehearsals at Kelowna Community Theatre
  - Feb 21: Kelowna Community Resource’s Unlock your Board’s Potential Workshop at Innovation Centre
  - Feb 27: Innovation Centre Tenant Wine Social
- Stakeholder focus groups:
  - Kelowna Museum Society Staff
  - Alternator Centre for Contemporary Art Board & Staff
  - Lived Experience Circle of Homelessness
  - Cool Arts Stakeholders
  - Kelowna Museum Society Board (still to occur)



- Tourism Kelowna Staff (still to occur)

Individual interviews (still in progress). Some interviews were part of the stakeholder engagement process for the Cultural Facilities Master Plan; however, there was overlap in the Master Plan and Cultural Plan goals (e.g. optimizing existing facilities and new affordable space), and interview responses will be used to influence aspects of the plan.

#### Supplementary Work to Inform the Cultural Plan

In addition to the 2020-2025 Cultural Plan Update, three independent reports are being developed as part of the Cultural Plan update project. They have involved the collection of an assortment of qualitative and quantitative data from a variety of different sources.

The Cultural Plan supplementary work includes:

- Cultural Report Card – a historical understanding of the successes of the 2012-2017 Cultural Plan. *This report is currently being fact checked and will be moving to a second round of graphic design work. It is anticipated that the Cultural Report Card will be launched in April/ May 2019.*
- Economic Impact Assessment – an update to the “The Creative Sector in Kelowna, British Columbia: and economic impact assessment” report (March 2010). *This work started in October 2018 with the engagement of Jamie Vanstruth Consulting. The public engagement survey has been completed and compilation of data and a final report is expected to be completed by March 31, 2019. This report will be presented to Council once it is completed.*
- Cultural Facilities Masterplan - since the initiation of the Cultural Plan Process, the Cultural Facilities Masterplan project was also initiated. While the project is not specifically related to the Cultural Plan Update, the information gathered and the final report will help to inform the Cultural Plan.

The Cultural Facilities Masterplan project is a joint project with the Parks & Buildings Planning Department and is being co-lead between the Cultural Services Manager, Christine McWillis and the City’s Project Architect, Paul Reyes. Cityspaces of Vancouver is the consulting firm working on this project. Telephone interviews with non-profit arts and culture organizations has begun and will continue until the end of March. This report is anticipated to be completed by the summer of 2019 and a report will be delivered to Council at that time.

# Cultural Plan Goals

**Goals 1 to 6: Cultural Vitality**

## 01. Enhance Existing Support Programs



The value of cultural benefits and services far outweighs the cost per capita.

This goal involves strategies for enhancing public and private investment in cultural facilities and programs.

## 02. Optimize Existing Cultural Facilities



Continued investment in cultural infrastructure is as important as maintaining roads and utilities.

Strategies in this goal are about planning for appropriate and timely facility enhancements.

## 03. Find More & Different Kinds of Affordable Cultural Spaces



Cultural vibrancy depends heavily on the success and visible presence of working artists and the availability of spaces for both production and consumption of the arts.

Strategies under this goal are about how the community can access a variety of affordable cultural spaces.

## 04. Integrate Heritage as Part of Cultural Vitality

Opportunities exist to engage the public in Kelowna's human and natural history and to bring to the forefront stories about our past. The strategies are designed to support the implementation of the Heritage Strategy and promote heritage resources for residents and visitors.

## 05. Enhance Cultural Vitality at the Street Level



Great cities have great public spaces which are hubs for the community's cultural life including activities, public art, festivals and events.

Strategies for this goal will help create cultural excitement and activity throughout Kelowna.

## 06. Build Personal Connections to Cultural Vitality



Building audiences, volunteerism and philanthropy is an ongoing and challenging task for any cultural facility or organization offering programs and services to the public.

This goal is devoted to expanding grassroots cultural engagement and awareness.

**Goal 7: Cultural Benefits & Impact**

## 07. Measure Cultural Vitality & Understand the Outcomes



Data, both qualitative and quantitative, helps to create understanding about how arts, culture and heritage contributes to our quality of life.

This goal has strategies relating to improving data collection and usage.

**Goals 8 - 10: Cultural Ecosystem**

## 08. Capitalize on Culture for Tourism & the Economy



Our city is building a creative economy that provides competitive advantages, is sustainable, generates employment and contributes to a high level of prosperity and quality of life.

Strategies under this goal are about how culture in Kelowna can be connected and integrated with other sectors such as tourism and technology.

## 09. Convene & Connect the Cultural Community



Strong networks, collaboration and communication improve the overall community and build capacity and resilience.

Strategies in this goal will reflect various ideas to bring the community together for dialogue, exchange and action.

## 10. Integrate Culture into Plans and Processes and Use Innovative Funding Approaches

Government does not create culture. However, the City of Kelowna recognizes that municipal policies, processes, organization structure and funding mechanisms should integrate, reflect and support the benefits and needs of cultural development. Strategies will reflect how the City can integrate support for cultural vitality throughout its operations.

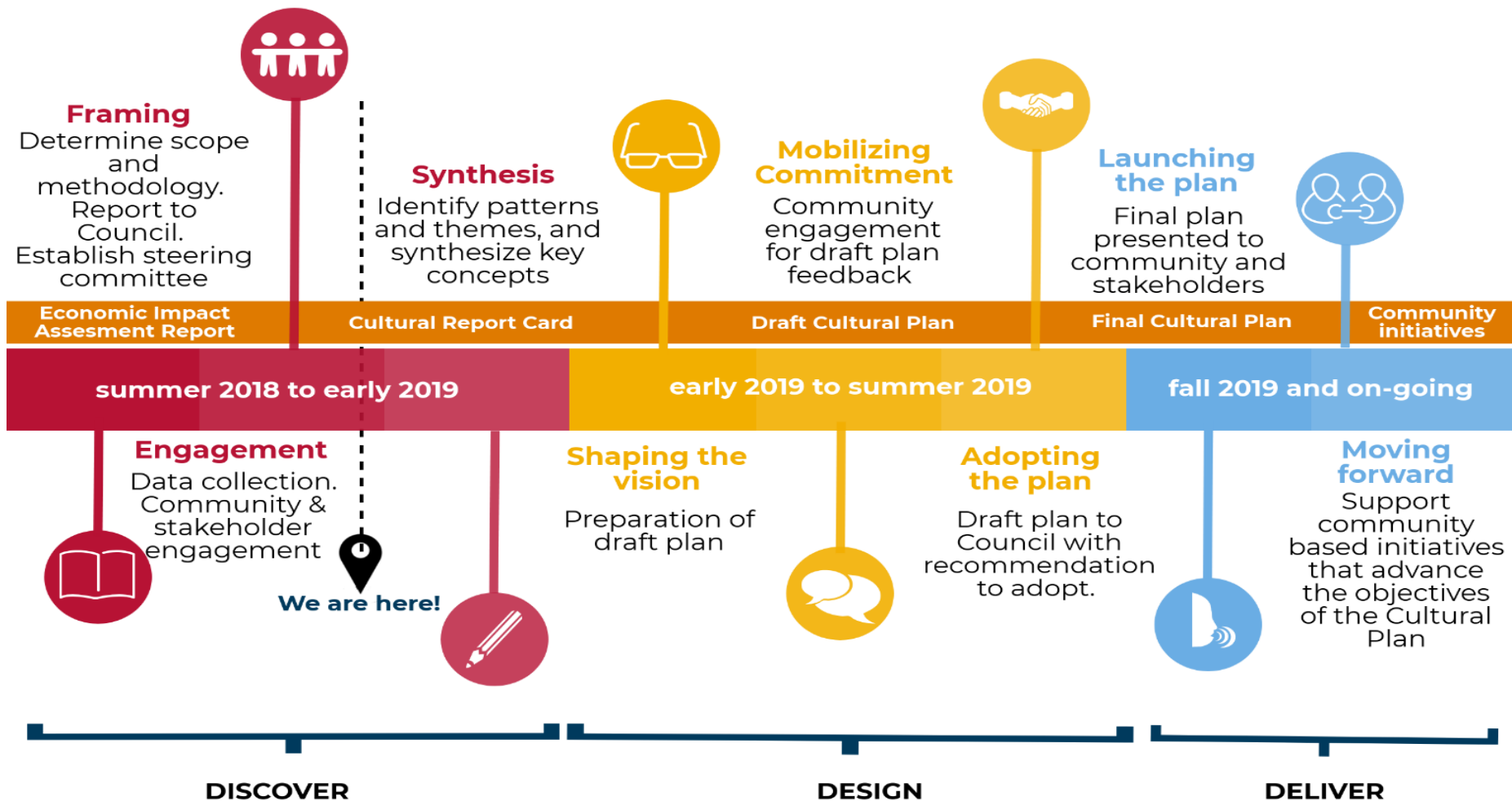


# Update of the 2020-2025 Cultural Plan Process

March 25, 2019



# Cultural Plan Update - Timeline



+ 2,400

Get Involved  
pageviews



+ 1,800

kelowna.ca/culture  
pageviews

13

Host Your Own  
Engagement Events  
lead by the community



19

Cultural Plan  
Advisory Group  
Members

10 external 9 internal

In addition, work is  
being completed on the  
Cultural Facilities Master  
Plan, Economic Impact  
Assessment and the  
2011-2017 Cultural Plan  
Report Card

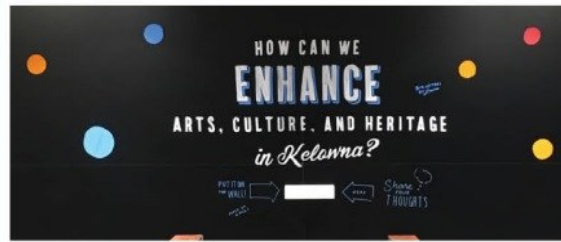


stakeholder workshops,  
special events and  
activities

12



including Lived Experience Circle of  
Homelessness, Kelowna Museum  
Society Staff and a question on the  
Innovation Centre Chalk Wall



July - September

180

survey one  
(Visioning)  
responses

September to March

to come

survey two (Goals &  
Strategies) responses

185

children participated in the  
Cultural Footprint Activity



50

personal  
interviews

12

Youth & Young  
Professionals  
participated in a  
closed forum

35

individuals participated  
in the UBCO Open House



# What is Culture?

“The soul of a city.”

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and actions that give us meaning.”

“...draws on heritage, backgrounds,  
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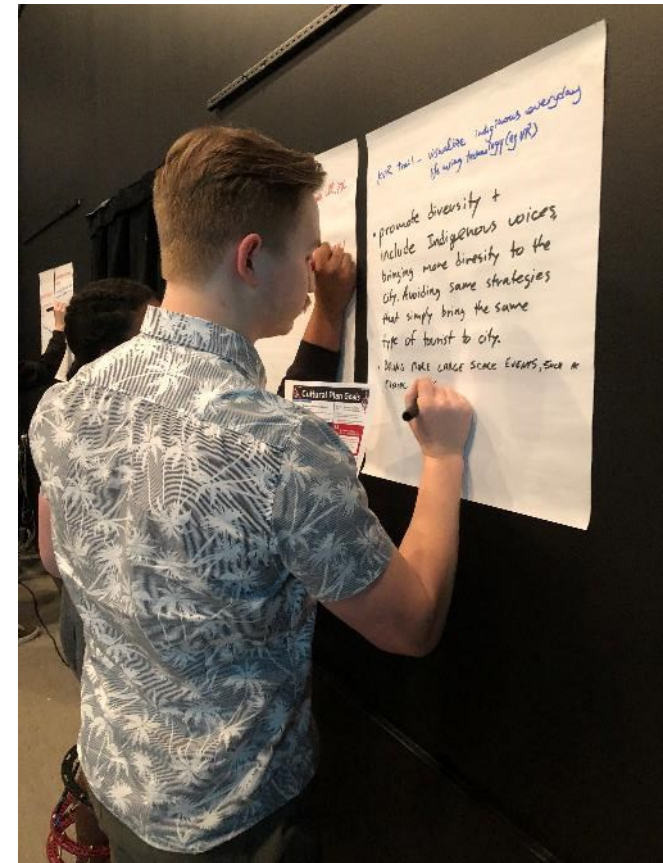


# Culture Defined

It may not be possible to arrive at a precise definition of the word 'culture.'

It is a porous and flexible concept which includes heritage, the arts, human diversity and many other attributes and practices.

The use of the word 'culture' within this plan is intended to be broadly inclusive.



# The Vision



embraces and celebrates human diversity and is open and welcoming to all

fosters innovation, attracts and retains people in its workforce



supports and invests in infrastructure, artists and non-profit organizations

is a leader in building collaborations and increasing quality of life for future generations



is recognized as a four-season destination with a rich variety of festivals, events and high-quality arts, culture and heritage experiences




has meaningful and ongoing consultation with our First Nation hosts and provides new opportunities for Indigenous voice and expression

encourages and nurtures discovery and new experiences for its community





is proactive in welcoming new experiences and art forms

invests in culture as a way to add character and identity to creative spaces

showcases its histories through its people, activities, buildings, landscapes, sites and stories



has distinct town centres which understand their histories and promote their uniqueness while encouraging flow between each one



tackles challenges critically and creatively with an open spirit



# Guiding Principles



- ▶ Accessibility, diversity and inclusion
- ▶ Accountability and fiscal responsibility
- ▶ Innovation
- ▶ Optimizing Value
- ▶ Partnerships and collaboration
- ▶ Reconciliation





# Cultural Plan Goals



## Goals 1 to 6: Cultural Vitality

### 01. Enhance Existing Support Programs



The value of cultural benefits and services far outweighs the cost per capita.  
This goal involves strategies for enhancing public and private investment in cultural facilities and programs.

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Continued investment in cultural infrastructure is as important as maintaining roads and utilities.  
Strategies in this goal are about planning for appropriate and timely facility enhancements.

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## 05. Enhance Cultural Vitality at the Street Level

Great cities have great public spaces which are hubs for the community's cultural life including activities, public art, festivals and events.

Strategies for this goal will help create cultural excitement and activity throughout Kelowna.

### Goal 7: Cultural Benefits & Impact

## 07. Measure Cultural Vitality & Understand the Outcomes

Data, both qualitative and quantitative, helps to create understanding about how arts, culture and heritage contributes to our quality of life.

This goal has strategies relating to improving data collection and usage.

### Goals 8 - 10: Cultural Ecosystem

## 08. Capitalize on Culture for Tourism & the Economy

Our city is building a creative economy that provides competitive advantages, is sustainable, generates employment and contributes to a high level of prosperity and quality of life.

Strategies under this goal are about how culture in Kelowna can be connected and integrated with other sectors such as tourism and technology.

## 09. Convene & Connect the Cultural Community

Strong networks, collaboration and communication improve the overall community and build capacity and resilience.

Strategies in this goal will reflect various ideas to bring the community together for dialogue, exchange and action.

## 10. Integrate Culture into Plans and Processes and Use Innovative Funding Approaches

Government does not create culture. However, the City of Kelowna recognizes that municipal policies, processes, organization structure and funding mechanisms should integrate, reflect and support the benefits and needs of cultural development. Strategies will reflect how the City can integrate support for cultural vitality throughout its operations.

## 06. Build Personal Connections to Cultural Vitality



Building audiences, volunteerism and philanthropy is an ongoing and challenging task for any cultural facility or organization offering programs and services to the public.

This goal is devoted to expanding grassroots cultural engagement and awareness.



# Emerging Themes

- ▶ Cultural facilities and infrastructure
- ▶ Financial support and investment in culture
- ▶ Partnerships and collaborations
- ▶ Truth and reconciliation



# Council Check-in Points

**Cultural Report Card**

April 2019

**Economic Impact Assessment Report**

April/May 2019

**Draft Cultural Plan (workshop)**  
Summer 2019

**Cultural Facilities Masterplan**  
Summer 2019

**Request for Plan Adoption**  
September 2019





## *Questions?*

For more information, visit [kelowna.ca/culture](http://kelowna.ca/culture).

# Report to Council



**Date:** March 25, 2019  
**File:** 0710-35  
**To:** City Manager  
**From:** Tanya Sletten, Community Development Coordinator  
**Subject:** Neighbourhood Grant Program Renewal

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## **Recommendation:**

THAT Council receives, for information, the report from the Community Development Coordinator dated March 25, 2019, with respect to the Neighbourhood Grant program;

AND THAT Council endorses the Memorandum of Understanding between the City of Kelowna and the Central Okanagan Foundation to support the continuation of the Neighbourhood Grant program as outlined in the report dated March 25, 2019;

AND FURTHER THAT the Mayor and City Clerk be authorized to execute the Memorandum of Understanding as attached to the report dated March 25, 2019.

## **Purpose:**

To seek Council approval to continue with the Neighbourhood Grant program through a Memorandum of Understanding with the Central Okanagan Foundation.

## **Background:**

Great cities are made up of strong neighbourhoods. In turn, strong neighbourhoods are made-up of connected and engaged residents. As the City of Kelowna strives to become the best mid-sized city in North America, it is important to recognize the vital role neighbourhoods play in building a safe, vibrant, and sustainable city. As such, in 2014 the City of Kelowna implemented a new initiative, the Strong Neighbourhoods program.

The Strong Neighbourhoods program aligns with Imagine Kelowna's goal of fostering resident driven solutions – unleashing our community's hidden talents to solve the tough challenges of the future.

At its essence the Strong Neighbourhood program is about community development. It's about empowering, inspiring, and involving residents to help create strong neighbourhoods. With this in mind, the Strong Neighbourhoods program has three main objectives:

- To empower residents with the skills and resources they need to transform communities into safe, welcoming, and inclusive places to live;
- To inspire leaders to bring neighbours together to share neighbourhood ideas, passions, skills and talents;
- To foster neighbourliness so neighbours feel connected to their neighbourhood and to their neighbours.

The Strong Neighbourhoods program offers a variety of programs and resources for residents to connect with one another and engage in neighbourhood based activities:

- Events
  - Neighbourhood events - Providing support for neighbours to host get-togethers
  - Community events – supporting school based or other community events
  - Park and Play – activates neighbourhood parks to encourage families to go outside and connect with others
- Grants
  - Neighbourhood Grants – empowers residents to work together on a project to enhance their neighbourhood
  - Youth Development & Engagement Grants - supports youth led projects (13-19 years old) to enhance their neighbourhood
- Recognition and Resources
  - Neighbour Day - an annual celebration to meet a new neighbour, get to know neighbours even better, tackle a neighbourhood project, or lend a helping hand to a neighbour in need.
  - Outstanding Neighbour Recognition – recognizes neighbours who make a difference and stimulate neighbourhood engagement.
  - Good Neighbour Toolkits – resources to help neighbours connect such as, conversation starter cards, 'Hello Neighbour' door hangers and neighbourhood safety pamphlets.

Since the inception of the Strong Neighbourhoods program, the program has had a significant impact:

- 58 Neighbourhood Events connecting 4,660 residents
- 44 Neighbourhood Grant projects connecting 4,600 residents
- 6 Youth Development and Engagement Grants connecting 570 residents
- 176 Park & Play events involving 18,000 residents
- 29 Neighbour Day events
- 18 outstanding neighbours recognized

### **Neighbourhood Grants**

The Neighbourhood Grant program offers matching micro-grant funds to support locally driven projects that are planned, implemented and managed by the neighbourhood. It is designed to empower residents and neighbourhood-based organizations to make their neighbourhoods even better places to live by actively enhancing drivers of attachment (aesthetics, leadership, safety, social offerings or relationships) while fostering a culture of connection and engagement.



Over the past four years, the Neighbourhood Grant program has supported 44 neighbourhood enhancement projects with \$36,173 of Neighbourhood Grant funding. Further, 456 residents have volunteered more than 4,540 hours of time towards enhancing their neighbourhood. More than \$20,000 worth of in-kind goods and services have been donated and more than \$36,000 has been contributed by the residents towards projects benefiting their neighbourhood. Additionally, grant organizers indicated that they met over 622 neighbours as a result of implementing their project and 93 percent indicated that they got to know their neighbours better through their project. Some examples of successful neighbourhood projects include the aeration of Belmont Pond, the nectar trail in the Glenmore neighbourhood and many little free libraries spread throughout the community.

There are many benefits of the Neighbourhood Grant program:

- Micro-grant programs enable a bottom-up approach to community development by providing opportunities for residents to creatively address the problems that concern them.
- By investing small grants in community-based groups, residents are empowered to respond to the health needs of their neighbourhood and help to improve quality of life.
- The interactions among and between neighbours in developing and implementing community based projects can have profound effects on an individual's sense of safety, wellbeing and belonging, and can shape community identity and resiliency.

The Central Okanagan Foundation (COF) has been a partner of this grant program since inception by fully funding the grants that are provided for these projects. In 2015, the City signed a Memorandum of Understanding (MOU) with the Central Okanagan Foundation to support the development and implementation of the Neighbourhood Grant program. The agreement was for a four-year term and is now due for renewal. COF has endorsed the continued collaboration with the City on this program.

Overall, the program has seen a lot of success and only one significant change is proposed moving forward. Based on the size, scope and impact of the projects that have been implemented, increasing the maximum grant amount from \$1,000 to \$1,500 would allow residents an increased capacity to achieve their goals. The annual fund will remain at \$15,000 but residents will be able to access a greater amount for each project, if justified. In the past, the fund has been undersubscribed with an average of just over \$9,000 administered each year (approximately 60 per cent capacity).

Updated Program Guidelines are attached for Council's information.

### **Memorandum of Understanding**

The attached MOU outlines the responsibilities regarding funding and the administration of the grant. Key principles of the MOU include:

- The Central Okanagan Foundation will provide up to \$15,000 in funding per year to the Neighbourhood Grant.
- The funds received from the Central Okanagan Foundation are intended solely for the purpose of funding awarded grants.
- One year term with option to renew for three additional years, agreement automatically renews unless either party gives written notice at least 90 days prior to the anniversary of the agreement.
- The City is responsible for all the advertising, administration and management of the grant.
- The City will provide recognition of the funding support from the Central Okanagan Foundation in the Neighbourhood Grant promotional materials.

The Neighbourhood Grant and the collaboration with the Central Okanagan Foundation will continue to enhance citizens' quality of life by leveraging community partnerships to support social, cultural and environmental initiatives.

**Internal Circulation:**

Divisional Director, Active Living & Culture  
Community & Neighbourhood Services Manager  
Communications Advisor  
Payroll & Internal Controls Manager  
City Clerk

**Financial/Budgetary Considerations:**

The Central Okanagan Foundation will be invoiced up to \$15,000 at the end of the fiscal year based on the amount of funding administered.

**External Agency/Public Comments:**

This report has been prepared in consultation with the Central Okanagan Foundation. COF has endorsed the continued collaboration with the City

**Existing Policy:**

Community for All Action Plan  
Official Community Plan, Chapter 10  
Council Policy 360, Social Policy  
Council Policy 372, Engage Policy  
Imagine Kelowna Plan

**Considerations not applicable to this report:**

Legal/Statutory Authority  
Existing Policy  
Personnel Implications  
Communications Comments  
Legal/Statutory Procedural Requirements  
Alternate Recommendation

Submitted by: T. Sletten, Community Development Coordinator

**Approved for inclusion:**

J. Gabriel, Divisional Director, Active Living & Culture

**Attachments:**

Attachment 1 - Neighborhood Grant Guidelines  
Attachment 2 - Neighbourhood Grant Program Memorandum of Understanding  
Presentation – Neighbourhood Grant Program

Cc: Divisional Director, Active Living & Culture  
Divisional Director, Financial Services  
Divisional Director, Corporate Strategic Services

# 2019 Active Living & Culture Grants Neighbourhood Grant Guidelines

First Friday of March, June and November | 4:00pm

These guidelines have been revised for 2019 – previous versions no longer apply.

If you have questions after reviewing these guidelines, you can obtain more information from Active Living & Culture staff. Please contact staff well in advance of application submission:

Tanya Sletten  
250-469-8723  
tsletten@kelowna.ca

2019 Neighbourhood Grants  
Active Living & Culture Division  
Strong Neighbourhoods  
City Hall  
1435 Water Street  
Kelowna, BC, V1Y 1J4

## CITY OF KELOWNA ACTIVE LIVING & CULTURE DIVISION

### CORE PRINCIPLES:

The City of Kelowna's Active Living & Culture Division administers a number of grant programs and services for the community which:

- encourage active healthy lifestyles
- build strong neighbourhoods
- nurture lifelong participation in sport
- enhance cultural vibrancy
- facilitate development of events
- enhance social sustainability
- support effective management and operation of sport, recreation and cultural facilities

Residents seeking funding support from the City of Kelowna through any of the grant programs administered by the Active Living & Culture Division should be aware of and aligned with one or more of these core principles.

### STRONG NEIGHBOURHOODS GUIDING PRINCIPLES:

The guiding principles for the Strong neighbourhoods Program are as follows:

- A resilient/vibrant community is made up of strong neighbourhoods.
- Strong neighbourhoods are places where people have a high level of attachment to the neighbourhood through a culture of connection and engagement.
- Citizen attachment is cultivated not only by what the City provides, but also how citizens who are inspired, involved and empowered contribute to the community and their neighbourhood environment.

### VALUES:

Residents supported by the City of Kelowna will commit to the following values:

- accessibility, diversity and inclusion: residents will not unreasonably exclude anyone by reason of religion, ethnicity, gender, age, sexual orientation, language, income
- accountability and fiscal responsibility: using resources effectively and efficiently
- innovation: being leaders in finding new solutions
- optimizing value: generating more value and impact from existing resources
- partnerships and collaboration: working with others to leverage energy, talent and resources

## 1.0 NEIGHBOURHOOD GRANT PROGRAM OBJECTIVES AND DESCRIPTION

### 1.1 *Objectives:*

Great cities are made up of strong neighbourhoods. In turn, strong neighbourhoods are made-up of active residents working to enhance the quality of life.

The focus of the Strong Neighbourhoods Program is on fostering connection and engagement at the neighbourhood level. One of the best practices in this area is the establishment of grant programs that empower residents. Through matching grants of up to \$1,500, the City of Kelowna's Neighbourhood Grant supports locally driven projects that are planned, implemented and managed by, and for the neighbourhood.

This program aims to provide assistance to residents at the neighbourhood level for the purpose of:

- inspiring residents to connect with their neighbours
- stimulate resident initiated neighbourhood enhancement projects
- harness local experience and expertise in neighbourhood based initiatives
- encourage resident involvement in making their neighbourhoods even better places to live
- promote neighbourhood based solutions to everyday concerns

The desired outcomes of the Neighbourhood Grant are as follows:

- residents will contribute their time and expertise to support neighbourhood-based projects
- residents will be actively involved in making their neighbourhoods even better places to live
- residents' attachment to the community will be deepened and strengthened

This program is not to be an ongoing source of support and the entry of new applicants into the program will be considered a priority. Applicants are limited to one grant from this program per calendar year and must have submitted a Final Report as a pre-condition for future eligibility.

### 1.2 *Applicant profile:*

Applicants must live within the City of Kelowna boundaries with the focus of connecting and engaging with neighbours to enhance the neighbourhood in which they live. Applicants must have two other neighbours from different households involved with the grant project.

For the purposes of the Neighbourhood Grant, *Neighbourhood* refers to the immediate area that surrounds someone's residence, as defined by each individual.

**1.3 Eligibility:**

Any group of three or more neighbours with an idea for a project or event that will enhance their neighbourhood is eligible. Experience in organizing a project or event is not necessary; the Community Development Coordinators are available to support the working group along the way.

To participate in this program, the applicants must:

- live in the City of Kelowna,
- live within the neighbourhood of the proposed project, and
- identify a working group including a minimum of two additional neighbours from separate households.

**1.4 Ineligible applications are:**

- applications whose mandates, operations and activities are not consistent with the program objectives, guiding principles and/or eligibility requirements

**1.5 Eligible activities and expenses:**

- equipment, materials and other items that will not revert back to private ownership
- contract services from outside the neighbourhood, e.g., master gardener, journeyman carpenter or artist
  - these services are only fundable if there is no individual within the neighbourhood willing or able to donate the necessary expertise
- promotional material and translation services
- equipment rental
- food costs, to a maximum of \$10 per person, to compliment the neighbourhood enhancing project

**1.6 Ineligible activities and expenses are:**

- retroactive expenses
- any item that will revert to private ownership
- travel expenses
- trade shows or commercial/business activity
- fundraising activities and/or donations
- projects which already receive financial or in kind support from other City of Kelowna sources
- activities focused on politics or religion
- volunteer honorariums
- any project in contravention of City bylaws
- block parties where funds are used exclusively for food, drink, and entertainment

## 2.0 APPLICATION PROCESS

All applicants must complete the primary screening application. Once the primary application has been submitted, the Community Development Coordinator will follow up to discuss the project further and will provide the secondary application form, which must indicate the following:

- focus the project on one or more drivers of neighbourhood attachment: aesthetics, leadership, safety, social offerings or relationships
- describe the project and how it will enhance living in the neighbourhood
- meet matching grant requirement by means of volunteer hours (valued at current BC minimum wage rate), donations from businesses or community members, and other in kind sources
- foster neighbourhood participation
- include the Budget Worksheet and Working Group supporting documents

Additionally:

- Projects must comply with City of Kelowna bylaws.
- Insurance and applicable permits is the responsibility of the applicant

Residents considering submission of an application are encouraged to do the following:

- Review these guidelines
- Contact City staff for more information
- Complete the primary application
- \* Contact staff to discuss eligibility for this program or to obtain more information.

By the deadline of the respective grant deadline (the first Friday of March, June or November), deliver the completed secondary application form (including signatures), and required support materials, to:

2019 Neighbourhood Grant  
Attn: Tanya Sletten  
City of Kelowna Active Living and Culture  
1435 Water Street  
Kelowna, BC V1Y 1J4

Or email a scanned hard-copy or digitally signed PDF, and required support materials, to

Strong Neighbourhoods | [neighbourhoods@kelowna.ca](mailto:neighbourhoods@kelowna.ca)

Submission of an application does not guarantee funding. Obtaining a grant is a competitive process and demand often exceeds available resources.

### 3.0 ASSESSMENT CRITERIA

The criteria listed below and in Schedule 1 represent 'good' practices for project development and delivery. Assessment will be based on the degree to which applicants meet the criteria, based on the information they provide.

All projects are unique; there is no expectation that a resident group must demonstrate exceptional performance in all areas in order to receive funding support. However, the assessment criteria provide an objective framework within which the project's feasibility and impact can be considered, and form the basis for constructive feedback to the organization.

Applications will be considered on the benefit of projects to their neighbourhoods, and the City, through the following categories:

- Neighbourhood participation and impact
- Alignment with Council priorities and the program's focus areas
- Feasibility of project
- Sustainability of the project

Please note:

- Applicants who meet the above criteria and have not previously received grant funds will be given priority.
- Applicants will be limited to one Neighbourhood Grant per twelve-month period.
- Applicants cannot apply for recurring funding for a project already supported by the Strong Neighbourhood Program.

#### Drivers of Neighbourhood Attachment

Focus Area	Objective
<b>Aesthetics</b>	Enhance the physical appearance, character, or natural environment in your neighbourhood
<b>Leadership</b>	Encourage/involve multiple neighbours to participate in planning and/or implementing the project
<b>Safety</b>	Enhance safety, especially traffic, bike, and pedestrian safety (e.g.: creating a walking school bus)
<b>Social Offerings</b>	Provide opportunities for neighbours to gather and have fun
<b>Relationships</b>	Create opportunities for neighbours to connect, especially neighbours that are new or haven't interacted in the past

\* The project or event application must meet at least one of the five focus areas



#### **4.0 ASSESSMENT OF APPLICATIONS**

##### **4.1 *Staff Review:***

A grant review committee will review all grants within 2 weeks of the grant application deadline. Within five weeks of the application intake deadline, applicants will be notified of their application results.

##### **4.3 *Notification and Distribution:***

Applicants will receive an email notification of approval within 5 weeks of the intake deadline. Applicants will receive a letter of confirmation and next steps detailing any terms and conditions, feedback or follow up items.

##### **4.4 *Request for Clarification/Request for Reconsideration:***

Applicants who do not agree with a funding notification may request further clarification from staff, or if still in disagreement after clarification, may make a formal request for reconsideration by the Director of the Active Living & Culture Division. In the event of a formal request for reconsideration, the City may delay distribution of some or all of the funds in this program until all of the funding decisions have been resolved.

##### **4.5 *Support and Project Delivery***

Approved grant applicants will be connected to a Community Development Coordinator who will provide support and guidance in:

- Developing the project concept
- Establishing the project plan
- Implementing the project
- Evaluating the project impact

During the implementation phase:

- Recipients will connect with the Community Development Coordinator regularly in order to give updates, troubleshoot, and further plan their upcoming project goals. This can be done in person, by phone, or by email
- Recipients will be required to recognize the financial assistance of the City of Kelowna and Central Okanagan Foundation on all formal promotions and communications
- The project lead will be required to sign a letter of agreement that will clearly outline the terms and conditions of the grant
- The project lead or co-lead will be responsible for project funds and reporting
- Grant recipients will be required to provide proof of insurance coverage where necessary
- Upon receipt of the signed letter of agreement a timeline for the funding to be released will be established

#### 4.6 **Final Report:**

Successful applicants must provide a Final Report in a prescribed format to the Active Living & Culture Division. Receipt of a completed report is a pre-condition for future eligibility in any City of Kelowna grant program. Final Reports may also be considered part of assessment of any future applications by the organization.

Final Reports for 2019 Neighbourhood Grants must be submitted within 15 days of completion of the project, unless other arrangements are made with staff.

As the project concludes:

- Recipients will be required to complete and submit a short project evaluation form to provide details such as the project's impact on the neighbourhood
- As part of the final evaluation report, applicants are expected to provide a final budget
- Recipients will be required to provide a summary paragraph and a minimum of three photographs of the project, with signed photo release forms, to be published on the kelowna.ca/neighbourhoods website
- Any unused funds must be returned to the City of Kelowna
- At the one year anniversary of project completion:
  - Recipients will be required to complete and submit a short follow-up project evaluation form to provide details such as neighbourhood usage, maintenance, challenges of the project, and neighbourhood impact.

#### 5.0 **TIMELINE**

A typical timeline appears in the table below. The timeline is subject to change.

	Summer	Fall	Winter
Secondary Application Deadline	First Friday in March	First Friday in June	First Friday in November
Decisions Announced	First Friday in April	First Friday in July	First Friday in December
Implementation Phase	May - September	August - December	January - April
Project Completion By	September 30	December 31	April 30
Final Report Due	Fifteen days after project is completed		

\* If deadline lands on a statutory holiday, the next business day will serve as the new deadline.

## 6.0 CONDITIONS OF FUNDING

The Neighbourhood Grant is a matching grant; the funding availability and requirements are as follows:

- **Maximum grant amount is \$1,500 per project/initiative**
- In total, the Central Okanagan Foundation contributes \$15,000 towards Neighbourhood Grants
  - The \$15,000 will be distributed over the three intake periods - \$6,000 is available per intake for March and June while \$3,000 is available for the November intake.
  - Any funds remaining from an intake will be carried over to the next intake
- Matching contribution can include cash, in-kind volunteer hours valued at current BC minimum wage rate, and/or donated materials and equipment
- Application budgets must accurately reflect the estimated costs of the project
- If all funds are not awarded during a grant cycle, applications received after the deadline which meet all other criteria will be considered on a 'first come, first serve' basis

The below conditions will apply to any resident receiving funding from this program:

- Grant funds must be applied to current expenses and must not be used to reduce or eliminate accumulated deficits or to retroactively fund activities
- The resident will make every effort to secure funding from other sources as indicated in their application
- The resident will maintain proper records and accounts of all revenues and expenditures relating to its activities and, upon the City's request, will make all records and accounts available for inspection by the City or its auditors
- If there are any changes in the resident's activities as presented in its application, the City must be notified in writing immediately and must provide approval for such changes
- In the event that the grant funds are not used for the resident's activities as described in the application, they are to be repaid to the City in full. If the activities are completed without requiring the full use of the City funds, the remaining City funds are also to be returned to the City
- Receipt of a grant does not guarantee funding in the future

## 7.0 CONFIDENTIALITY

All documents submitted by applicants to the City become the property of the City. The City will make every effort to maintain the confidentiality of each application and the information contained therein except to the extent necessary to communicate information to staff and assessors for the purposes of evaluation, administration and analysis. General information about the project, including the funded amount and the organization being funded under the program may also be released. The City will not release any additional information to the public except as required under the Province of British Columbia *Freedom of Information and Protection of Privacy Act* or other legal disclosure process.

<b>SCHEDULE 1 – DETAILED ASSESSMENT CRITERIA</b>	
General Criteria	Are all the sections of the application completed? /1
	Have 2 additional individuals completed their portion of the working group section? /1
	Does the project support at least 1 focus area? /1
Project Description	Is the concept clear? /1
	Is the project feasible/doable/allowable within City bylaws and regulations? /2
	Is the project innovative? /2
Focus Area(s)	Does the applicant meet at least 1 of the 5 focus areas (i.e., aesthetics, leadership, safety, social offerings, relationships)? /5
Neighbourhood Involvement	Is there a neighbourhood engagement plan in place? /1
	Does the project have the potential to involve multiple neighbours in a meaningful way? /2
	Is there a reasonable plan to involve new or never before engaged neighbours? /2
Impact	Is it reasonable to expect that the project will enrich the neighbourhood? /2
	Will multiple households be positively affected by the project? /2
Logistics	Is the proposed location acceptable? /1
	Will the project be completed within the timeframe available? /1
	Will the project be free of ongoing maintenance? If not, is there a feasible sustainability plan? /2
Budget	Is the budget reasonable? /1
	Is there a plan in place to match the funds (i.e., matching contributions, in-kind donations, volunteer hours)? /2
	Can the project continue if less than the requested funding is awarded? /1
Overall	Are there any questions that need to be answered before going ahead?
	What other departments need to be involved in the decision/implementation?

## Memorandum of Understanding



Between

**City of Kelowna Active Living & Culture Division**  
**1800 Parkinson Way**  
**Kelowna, British Columbia, V1Y 4P9**



And

**Central Okanagan Foundation**  
**306.1726 Dolphin Avenue**  
**Kelowna, British Columbia, V1Y 9R9**

To administer, adjudicate and fund the Neighbourhood Grant.

The purpose of the Neighbourhood Grant will be to spark neighbourhood enhancement initiatives. Grants will:

- Support small scale, resident driven projects that foster connection and engagement at the neighbourhood level.
- Be used to empower residents and neighbourhood based organizations to make their neighbourhoods even better places to live.
- Adhere to the City of Kelowna Neighbourhood Grants Terms of Reference

To ensure the successful administration, adjudication and funding of the Neighbourhood Grant, this agreement is hereby established between the City of Kelowna Active Living & Culture Division and the Central Okanagan Foundation as follows:

**1.01 Term of Agreement:**

This agreement shall be for a one year term, commencing on May 1, 2019

**1.02 Option to Renew:**

The agreement can be renewed for up to three terms. The agreement will automatically renew for an additional term upon each anniversary date, unless either party gives written notice at least 90 days prior to the anniversary of the agreement to negotiate changes or give notice of termination of the agreement.

**2.0 City of Kelowna will:**

- a) Advertise the Neighbourhood Grant.
- b) Be the primary point of contact for inquiries about the grant and grant applications.
- c) Distribute grant application forms to residents and neighbourhood based organizations and ensures updated grant applications are available.
- d) After the grant application deadlines, review submitted grant applications to determine if enough information is in the application for staff to make a responsible decision. If minor gaps are identified, will contact applicants to offer them an opportunity to fill in the gaps and answer questions.

- e) Vet applications through applicable City staff depending on the nature of the grant application.
- f) Evaluate the applications based on the criteria in the Neighbourhood Grant Terms of Reference using an evaluation matrix (scoring sheet).
- g) Ensure that records are kept, documenting the rationale for grant award recommendations.
- h) Upon completion of the adjudication process inform grant applicants in writing of the recommendations.
- i) Be the primary point of contact for any applicants seeking more information about the adjudication process or the recommendations.
- j) Assign staff to work with each successful application in order to provide mentoring and for accountability.
- k) Facilitate payment of grant awards to successful applicants once Terms of Reference is met including liability insurance coverage and Letter of Agreement is signed.
- l) Provide the Central Okanagan Foundation with a report outlining grants awarded.
- m) Invoice the Central Okanagan Foundation annually
- n) Track and manage the submission of final reports from grant recipients, as per the grant program guidelines.
- o) Provide Central Okanagan Foundation with the most current copies of the Neighbourhood Grant Terms of Reference and advise them of any changes to the document.
- p) Recognize the financial contribution of the Central Okanagan Foundation to the Neighbourhood Grant in all the promotional materials and media releases.

**3.0 The Central Okanagan Foundation will:**

- a) Provide funding to the City of Kelowna for the Neighbourhood Grant in the amount of up to \$15,000 per year.
- b) Promote the Neighbourhood Grant to the community.

We agree to the terms and conditions outlined in this Agreement.

  
 \_\_\_\_\_  
 Cheryl Miller, Director of Grants & Community Initiatives  
 Central Okanagan Foundation

03.15.2019  
 Date

\_\_\_\_\_  
 Mayor/City Clerk  
 City of Kelowna

\_\_\_\_\_  
 Date



# Neighbourhood Grant Program Renewal

March 25, 2019

# Strong Neighbourhoods

- ▶ Program has three main objectives
  - ▶ To empower residents
  - ▶ To inspire leaders
  - ▶ To foster neighbourliness
- ▶ Supported with various programs
  - ▶ Events
  - ▶ Grants
  - ▶ Recognition & Resources





# Strong Neighbourhoods Success

## ▶ Events

- ▶ 58 Neighbourhood Events connecting 4,660 residents
- ▶ 176 Park & Play events involving 18,000 residents

## ▶ Grants

- ▶ 44 Neighbourhood Grant projects connecting 4,600 residents
- ▶ 6 Youth Grants projects connecting 570 residents

## ▶ Recognition & Resources

- ▶ 29 Neighbour Day events
- ▶ 18 outstanding neighbours recognized



# Neighbourhood Grants

- ▶ Partnered with the Central Okanagan Foundation to offer matching micro-grant funds to support locally driven projects
- ▶ Purpose of program:
  - ▶ Inspire residents to connect with their neighbours and engage in neighbourhood based activities
  - ▶ Stimulate resident initiated neighbourhood enhancement projects
  - ▶ Encourage resident involvement in making their neighbourhoods even better places to live



# Program Benefits

- ▶ Bottom-up approach to community development
- ▶ Empowers residents to respond to neighbourhood needs
- ▶ Inspires a culture of connection and engagement
- ▶ Improved sense of safety, wellbeing, and sense of belonging
- ▶ Community identity and resiliency



# Program Benefits

**\$36,173**

Total Neighbourhood Grant Funding

**93%**

Got to know their neighbour  
better

**456** residents volunteered over **4540** hours of time

**\$20,000**

Worth of in-kind goods and  
services donated

**\$36,000**

Contributed by residents  
towards projects

**622**

Number of new neighbours met or talk to for the first time



# Neighbourhood Grant Framework

<b>Total Grant Amount</b>	<ul style="list-style-type: none"> <li>• \$15,000 annually</li> <li>• 3 intakes per year – first Friday of March, June, and November</li> </ul>
<b>Maximum Grant</b>	<ul style="list-style-type: none"> <li>• \$1,500 per project</li> <li>• Matching requirement from the applicant</li> </ul>
<b>Criteria</b>	<ul style="list-style-type: none"> <li>• Impact neighbourhood quality of life</li> <li>• Enhance one or more drivers of neighbourhood attachment               <ul style="list-style-type: none"> <li>▪ aesthetics, leadership, safety, social offerings or relationships</li> </ul> </li> <li>• Foster neighbourhood participation</li> </ul>
<b>Uses of funds</b>	<ul style="list-style-type: none"> <li>• Purchase of equipment and materials</li> <li>• Contract services</li> <li>• Promotional material and translation services</li> <li>• Equipment rental</li> <li>• Permits and liability insurance</li> </ul>
<b>Approval Process</b>	<ul style="list-style-type: none"> <li>• Application submitted to the City of Kelowna’s Strong Neighbourhoods Team</li> <li>• Internal staff evaluation and approval based on criteria</li> </ul>

# MOU

- ▶ The following are key principles outlined in the MOU:
  - ▶ The Central Okanagan Foundation will provide up to \$15,000 in funding per year to the Neighbourhood Grant.
  - ▶ 1 year term with option to renew for 3 additional years,
  - ▶ The City is responsible for all the advertising, administration and management of the grant.
  - ▶ The City will provide recognition of the funding support from the COF





*Questions?*