

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



Monday, April 15, 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**

4 - 11

Regular PM Meeting - April 8, 2019

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

**3.1 1989 and 2087 Ward Road - A18-0005**

12 - 16

To consider an application for subdivision (lot line adjustment) of land within the Agricultural Land Reserve under Section 21(2) of the Agricultural Land Commission Act.

**3.2 Rutland Rd S 330, Z18-0115 - Keith Robertson**

17 - 22

To rezone the subject property from the RU<sub>1</sub> – Large Lot Housing zone to the RU<sub>1c</sub> - Large Lot Housing with Carriage House zone.

**3.3 Rutland Rd S 330, Z18-0115 (BL11794) - Keith Robertson**

23 - 23

To give Bylaw No. 11794 first reading in order to rezone the subject property from the RU<sub>1</sub> – Large Lot Housing zone to the RU<sub>1c</sub> - Large Lot Housing with Carriage House zone.

**3.4 Farris Rd 454, Z19-0048 - Scott Cramp and Lei Zhang**

24 - 30

To rezone the subject property from RU<sub>1</sub> - Large Lot Housing to RU<sub>1c</sub> – Large Lot Housing with Carriage House to facilitate the development of a carriage house.

<b>3.5</b>	<b>Farris Rd 454, Z19-0048 (BL11812) - Scott Cramp and Lei Zhang</b>	<b>31 - 31</b>
	To give Bylaw No. 11812 first reading in order to rezone the subject property from RU1 - Large Lot Housing to RU1c – Large Lot Housing with Carriage House to facilitate the development of a carriage house.	
<b>3.6</b>	<b>Froelich Rd 540, Z18-0125 - Gurvinder Singh Dhanwant</b>	<b>32 - 40</b>
	To rezone the subject property from the RU1 - Large Lot Housing zone to the RM3 - Low Density Multiple Housing zone to facilitate the development of four-unit row housing.	
<b>3.7</b>	<b>Froelich Rd 540, Z18-0125 (BL11813) - Gurvinder Singh Dhanwant</b>	<b>41 - 41</b>
	To give Bylaw No. 11813 first reading in order to rezone the subject property from the RU1 - Large Lot Housing zone to the RM3 - Low Density Multiple Housing zone to facilitate the development of four-unit row housing.	
<b>4.</b>	<b>Bylaws for Adoption (Development Related)</b>	
<b>4.1</b>	<b>Glenmore Rd 401, BL11778 (Z19-0006) - 653332 BC Ltd, Inc. No. 653332</b>	<b>42 - 42</b>
	To adopt Bylaw No. 11778 in order to rezone the subject property from the C3 - Community Commercial zone to the C3rcs - Community Commercial (Retail Cannabis Sales) zone.	
<b>4.2</b>	<b>Kyndree Ct 1222, BL11787 (Z19-0042) - Hans and Krystyna Schubel</b>	<b>43 - 43</b>
	To adopt Bylaw No. 11787 in order to rezone the subject property from the A1 – Agriculture 1 zone to the RR3 – Rural Residential 3 zone to facilitate a future 2 lot subdivision.	
<b>5.</b>	<b>Non-Development Reports &amp; Related Bylaws</b>	
<b>5.1</b>	<b>2019 Public Safety and Crime Survey</b>	<b>44 - 86</b>
	To present the results of the 2019 Public Safety and Crime Survey.	
<b>5.2</b>	<b>H2O Adventure + Fitness Centre Energy Efficiency Project</b>	<b>87 - 100</b>
	To receive Council’s endorsement of an application to the CleanBC Communities Fund for energy efficiency upgrades at the H2O Adventure + Fitness Centre.	
<b>5.3</b>	<b>Consolidated Sidewalk Seating Program Guidelines</b>	<b>101 - 143</b>
	To obtain Council endorsement for the Consolidated Sidewalk Seating Program Guidelines governing patio seating programs in the Downtown, Pandosy Village and Rutland town centers.	

<b>5.4</b>	<b>BL11658 - Amendment No. 32 to the Traffic Bylaw No. 8120</b>	<b>144 - 149</b>
	To give Bylaw No. 11658 first, second and third reading to amend Traffic Bylaw No. 8120.	
<b>5.5</b>	<b>Amendment No. 1 to the Five Year Financial Plan 2018-2022</b>	<b>150 - 153</b>
	To amend the Five Year Financial Plan 2018-2022 as required by the Community Charter so that it includes the authorized transfers and amendments that occurred throughout the year.	
<b>5.6</b>	<b>BL11795 - Amendment No. 1 to Five Year Financial Plan 2018-2022</b>	<b>154 - 155</b>
	To give bylaw No. 11795 first second and third reading.	
<b>5.7</b>	<b>2019 Tax Distribution Policy</b>	<b>156 - 175</b>
	To establish tax class ratios that will be used in the preparation of the 2019 tax rates.	
<b>5.8</b>	<b>2019 Sterile Insect Release (SIR) parcel tax</b>	<b>176 - 194</b>
	To authorize the 2019 Sterile Insect Release parcel tax levy on specified property tax rolls within the City of Kelowna.	
<b>5.9</b>	<b>BL11803 - Sterile Insect Release Program Parcel Tax Bylaw 2019</b>	<b>195 - 207</b>
	To give Bylaw No. 11803 first, second and third reading.	
<b>5.10</b>	<b>Revitalization Tax Exemption Agreements - Amendments</b>	<b>208 - 254</b>
	To amend two approved Revitalization Tax Exemption Agreements for rental housing in accordance with Revitalization Tax Exemption Program Bylaw No. 9561.	

**6. Mayor and Councillor Items**

**7. Termination**



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## City of Kelowna Regular Council Meeting Minutes

Date: Monday, April 8, 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, Mohini Singh, Luke Stack\* and Loyal Wooldridge

Staff Present City Manager, Doug Gilchrist; Deputy City Clerk, Karen Needham; Community Planning Department Manager, Ryan Smith\*; Urban Planning Manager, Terry Barton\*; Planner, Barbara Crawford\*; Planner Specialist, Adam Cseke\*; Acting Divisional Director, Community Planning & Strategic Investments, Derek Edstrom\*; Acting Director, Community Safety, Lance Kayfish\*; Divisional Director, Human Resources & Community Safety, Stu Leatherdale\*; Social Development Manager, Sue Wheeler\*, Legislative Coordinator (Confidential), Arlene McClelland

(\* Denotes partial attendance)

### 1. Call to Order

Mayor Basran called the meeting to order at 1:33 p.m.

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

### 2. Confirmation of Minutes

Moved By Councillor Hodge/Seconded By Councillor Wooldridge

R368/19/04/08 THAT the Minutes of the Regular Meetings of April 1, 2019 be confirmed as circulated.

Carried

### 3. Development Application Reports & Related Bylaws

#### 3.1 Commercial Frontage Amendment, TA19-0005 - City of Kelowna

Staff:

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

Moved By Councillor Given/Seconded By Councillor Sieben

**R369/19/04/08** THAT Zoning Bylaw Text Amendment Application No. TA19-0005 to amend City of Kelowna Zoning Bylaw No. 8000 as outlined in Schedule A, attached to the Report from the Community Planning Department dated April 1, 2019 be considered by Council;

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

AND THAT Council directs Staff to send notification to all affected property owners and occupiers within 50 m of the subject property in advance of the Public Hearing;

AND THAT final adoption of the Zoning Bylaw Text Amendment Application No. TA19-0005 be considered subsequent to the approval of the Ministry of Transportation;

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

Carried

### 3.2 Commercial Frontage Amendment, BL11796 (TA19-0005) - City of Kelowna

Moved By Councillor Wooldridge/Seconded By Councillor Hodge

**R370/19/04/08** THAT Bylaw No. 11796 be read a first time.

Carried

### 3.3 Kelly Rd 1050, Z18-0112 - Jonathan D.C. Tyre and Heather E. Tyre

Staff:

- Displayed a PowerPoint Presentation summarizing the application.

Moved By Councillor Stack/Seconded By Councillor Singh

**R371/19/04/08** THAT Rezoning Application No. Z18-0112 to amend the City of Kelowna Zoning Bylaw No. 8000 by changing the zoning classification of Lot 3, District Lot 135, Osoyoos Division, Yale District, Plan 18974, located at 1050 Kelly Road, Kelowna, BC from the RU1 – Large Lot Housing zone to the RU2 – Medium Lot Housing zone, be considered by Council;

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

Carried

### 3.4 Kelly Rd 1050, Z18-0112 (BL11797) - Jonathan D.C. Tyre and Heather E. Tyre

Moved By Councillor Wooldridge/Seconded By Councillor Hodge

**R372/19/04/08** THAT Bylaw No. 11797 be read a first time.

Carried

**3.5 Laurier Ave 934, Z18-0103 - 1079687 B.C. Ltd, Inc.No. BC1079687**

Staff:

- Displayed a PowerPoint Presentation summarizing the application.

Moved By Councillor DeHart/Seconded By Councillor Given

**R373/19/04/08** THAT Rezoning Application No. Z18-0103 to amend the City of Kelowna Zoning Bylaw No. 8000 by changing the zoning classification of Lot 4 District Lot 138, ODYD, Plan 2819 located at 934 Laurier Avenue, Kelowna, BC from the RU6 – Two Dwelling Housing zone to the RM1 – Four Dwelling Housing Zone, be considered by Council;

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

AND THAT the 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 April 8, 2019;

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

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

Carried

**3.6 Laurier Ave 934, Z18-0103 (BL11799) - 1079687 B.C. Ltd, Inc.No. BC1079687**

Moved By Councillor Hodge/Seconded By Councillor Wooldridge

**R374/19/04/08** THAT Bylaw No. 11799 be read a first time.

Carried

**3.7 Laurier Ave 913, Z18-0105 - 1128826 B.C. Ltd, Inc.No. BC1128826**

Staff:

- Displayed a PowerPoint Presentation summarizing the application.

Moved By Councillor Donn/Seconded By Councillor Wooldridge

**R375/19/04/08** THAT Rezoning Application No. Z18-0105 to amend the City of Kelowna Zoning Bylaw No. 8000 by changing the zoning classification of Lot A District Lot 138, ODYD, Plan 2255 located at 913 Laurier Avenue, Kelowna, BC from the RU6 – Two Dwelling Housing zone to the RM3 – Low Density Multiple Housing zone be considered by Council;

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

AND THAT final adoption of the Rezoning Bylaw be considered subsequent to the outstanding conditions of approval as set out in Attachment "A" attached to the Report from the Community Planning Department dated April 8, 2019;

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

AND THAT final adoption of the Rezoning Bylaw be considered subsequent to the registration on the subject property of a Section 219 Tree Protection Covenant to ensure the preservation of two trees located on the subject property as identified in Schedule "A";

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

**Carried**

**3.8 Laurier Ave 913, Z18-0105 (BL11798) - 1128826 B.C. Ltd, Inc.No. BC1128826**

Moved By Councillor Hodge/Seconded By Councillor Wooldridge

**R376/19/04/08** THAT Bylaw No. 11798 be read a first time.

**Carried**

**3.9 Groves Ave 448,458 and 460, OCP18-0019 and Z17-0032 - Abbott Park Holdings Inc., Inc. No. BC1096096**

Staff:

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

Moved By Councillor Donn/Seconded By Councillor Sieben

**R377/19/04/08** THAT Official Community Plan Map Amendment Application No. OCP18-0019 to amend Map 4.1 in the Kelowna 2030 – Official Community Plan Bylaw No. 10500 by changing the Future Land Use designation of lots 6, 7, and 8, District Lot 14, ODYD, Plan 3856 located at 448, 458, & 460 Groves Ave Kelowna, BC from the MRM- Multiple Unit Residential (Medium Density) designation to the MRH- Multiple Unit Residential (High Density) designation, be considered by Council;

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

THAT Rezoning Application No. Z17-0032 to amend the City of Kelowna Zoning Bylaw No. 8000 by changing the zoning classification of lots 6, 7, and 8, District Lot 14, ODYD, Plan 3856, located at 448, 458, & 460 Groves Ave, Kelowna, BC from the RU1- Large Lot Housing zone to the RM6- High Rise Apartment Housing zone be considered by Council;

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

AND THAT final adoption of the Official Community Plan Map Amending Bylaw and the Rezoning Bylaw be considered subsequent to the outstanding conditions of approval as set out in Attachment "A" attached to the Report from the Community Planning Department dated March 26, 2018;

AND THAT final adoption of the Official Community Plan Map Amending Bylaw and the Rezoning Bylaw be considered subsequent to the registration of a height restriction covenant to a maximum of six (6) storeys and a land use restriction covenant limiting the types of allowable commercial on the subject property;

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

**Carried**

Councillors Hodge and Stack – Opposed

- 3.10 Groves Ave 448,458 and 460, OCP18-0019 (BL11801) - Abbott Park Holdings Inc., Inc. No. BC1096096

Moved By Councillor Wooldridge/Seconded By Councillor Sieben

R378/19/04/08 THAT Bylaw No. 11801 be read a first time.

Carried  
Councillor Hodge and Stack - Opposed

- 3.11 Groves Ave 448,458 and 460, Z17-0032 (BL11802) - Abbott Park Holdings Inc., Inc. No. BC1096096

Moved By Councillor Wooldridge/Seconded By Councillor Singh

R379/19/04/08 THAT Bylaw No. 11802 be read a first time.

Carried  
Councillors Hodge and Stack – Opposed

- 3.12 Byrns Rd 2089, OCP18-0018 Z18-0094 - Mohammed Maizal Munif

Moved By Councillor Sieben/Seconded By Councillor Donn

R380/19/04/08 THAT Official Community Plan Bylaw No 11810 and Rezoning Bylaw No.11811 be given first reading as approved by Council at the April 01, 2019 Regular PM Meeting.

Carried  
Mayor Basran and Councillors Hodge and Stack – Opposed

- 3.13 Byrns Rd 2089, OCP18-0018 (BL11810) - Mohammed Maizal Munif

Moved By Councillor Wooldridge/Seconded By Councillor Sieben

R381/19/04/08 THAT Bylaw No. 11810 be read a first time.

Carried  
Mayor Basran and Councillors Hodge and Stack – Opposed

- 3.14 Byrns Rd 2089, Z18-0094 (BL11811) - Mohammed Maizal Munif

Moved By Councillor Given/Seconded By Councillor Wooldridge

R382/19/04/08 THAT Bylaw No. 11811 be read a first time.

Carried  
Mayor Basran and Councillors Hodge and Stack – Opposed

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

- 4.1 Highland Dr N 1720, Z18-0065 (BL11699) - Lidia Bozena Baumgart

Moved By Councillor Singh/Seconded By Councillor Wooldridge

R383/19/04/08 THAT Bylaw No. 11699 be adopted.

Carried

#### 4.2 Short Term Rental Accommodation, BL11766 (TA19-0007) - City of Kelowna

Councillor DeHart declared a conflict of interest on items 4.2, 4.3 and 4.4 as it is in direct competition with her hotel employer and she also owns property on Sunset Drive and left the meeting at 2:07 p.m.

Moved By Councillor Stack/Seconded By Councillor Donn

R384/19/04/08 THAT Bylaw No. 11766 be adopted.

Carried  
Councillor Hodge - Opposed

#### 4.3 Short-Term Rental Accommodation Business Licence and Regulation Bylaw No. 11720

Moved By Councillor Stack/Seconded By Councillor Donn

R385/19/04/08 THAT Bylaw No. 11720 be adopted.

Carried  
Councillor Hodge - Opposed

#### 4.4 BL11771 - Amendment No. 23 to Bylaw Notice Enforcement Bylaw No.10475 Bylaw

Moved By Councillor Stack/Seconded By Councillor Given

R386/19/04/08 THAT Bylaw No. 11771 be adopted.

Carried  
Councillor Hodge and Donn - Opposed

Councillor DeHart rejoined the meeting at 2:09 p.m.

### 5. Non-Development Reports & Related Bylaws

#### 5.1 Public Safety Liaison Report – Update & Action Plan

Staff:

- Displayed a PowerPoint Presentation providing an overview of the Public Safety Action Plan and responded to questions from Council.

Moved By Councillor Wooldridge/Seconded By Councillor Sieben

R387/19/04/08 THAT council receive for information the report of the Acting Director of Community Safety dated April 8, 2019 regarding the Update & Action Plan in response to the recommendations within the Public Safety Report;

AND THAT Council direct staff to report back by November 30, 2019 to provide an update regarding community safety and well-being initiatives;

AND THAT Council direct the Mayor to meet with other regional Mayors and the Regional District Chair to discuss ways we can work together to address the opioid crisis, homelessness and complex social issues in the region cooperatively;

AND FURTHER THAT Council direct the Mayor to send a letter to the BC Attorney General outlining support for an Integrated Court to operate in Kelowna.

Carried

**6. Bylaws for Adoption (Non-Development Related)**

**6.1 BL11745 - South Okanagan Mission Agricultural Users Local Area Service Establishment Bylaw**

Moved By Councillor DeHart/Seconded By Councillor Donn

R388/19/04/08 THAT Bylaw No. 11745 be adopted.

Carried

**6.2 BL11746 - South Okanagan Mission Agricultural Users Loan Authorization Bylaw**

Moved By Councillor Sieben/Seconded By Councillor Donn

R389/19/04/08 THAT Bylaw No. 11746 be adopted.

Carried

**6.3 BL11755 - Amendment No. 4 to Development Cost Charge Bylaw No. 10515**

Moved By Councillor Sieben/Seconded By Councillor Donn

R390/19/04/08 THAT Bylaw No. 11755 be adopted.

Carried

**6.4 BL11800, Rescind Housing Agreement for Lakeshore Rd 3477-3499**

Councillor Stack declared a perceived conflict of interest as his employer applies for housing agreements and left the meeting at 3:26 p.m.

Moved By Councillor DeHart/Seconded By Councillor Sieben

R391/19/04/08 THAT Bylaw No. 11800 be adopted.

Carried

Councillor Donn - Opposed

Councillor Stack rejoined the meeting at 3:27 p.m.

**6.5 BL11774 - Amendment No. 9 to Water Regulation Bylaw No. 10480**

Moved By Councillor Donn/Seconded By Councillor Sieben

R392/19/04/08 THAT Bylaw No. 11774 be adopted.

Carried

**6.6 BL11788 - Amendment No. 36 to Sewerage System User Bylaw No. 3480**

Moved By Councillor Donn/Seconded By Councillor DeHart

R393/19/04/08 THAT Bylaw No. 11788 be adopted.

Carried

## 7. Mayor and Councillor Items

### Councillor Given:

- Represented Council and read a Proclamation at the Global Meeting Industry Day.
- Spoke to her attendance at the UBCO Heat Athletic Scholarship Breakfast on Friday, April 5<sup>th</sup>.
- Spoke to the upcoming public engagement event regarding transportation on April 24<sup>th</sup> at UBCO.

### Councillor Singh:

- Spoke to the upcoming Vaisakhi Celebration at the Sikh Temple on Sunday, April 14<sup>th</sup>.

### Councillor Hodge:

- Spoke to the upcoming DKA Board meeting on Wednesday April 10<sup>th</sup>, the Lutheran Church Senior Chorfest Gala Concert on April 12<sup>th</sup> and the Okanagan Historical Society dinner at the Recreation Centre on April 23<sup>rd</sup> that he will attend as the Deputy Mayor.

### Councillor DeHart:

- Commented that she has been a judge on the Hospitality Award for the Motel/Hotel Association and made comment on the growth of the City and tourism.
- Spoke to her attendance at the Mayor's Address.

### Councillor Stack:

- Kudos to staff for starting work on the Glenmore Park.

### Mayor Basran:

- Reminder of the Civic Award Nominees Reception on Sunday afternoon at the Recreation Centre at 3:00 p.m.

## 8. Termination

This meeting was declared terminated at 3:33 p.m.

\_\_\_\_\_  
Mayor Basran

/acm



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Deputy City Clerk

# REPORT TO COUNCIL



**Date:** April 15, 2019

**RIM No.** 1210-21

**To:** City Manager

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

**Application:** A18-0005

**Owner:** James Martin Walker

**Address:** 1989 & 2087 Ward Road

**Applicant:** Urban Options Planning & Permits

**Subject:** Application to the ALC for a Subdivision of Agricultural Land Reserve

Existing OCP Designation: REP – Resource Protection

Existing Zone: A1 – Agriculture 1

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## 1.0 Recommendation

THAT Agricultural Land Reserve Application No. A18-0005 for Lots 10 and 11, Section 5 Township 26, ODYD, Plan 2243 located at 1989 & 2087 Ward Road, Kelowna, BC to subdivide land within the Agricultural Land Reserve, pursuant to Section 21(2) 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 consider an application for subdivision (lot line adjustment) of land within the Agricultural Land Reserve under Section 21(2) of the Agricultural Land Commission Act.

## 3.0 Community Planning

Community Planning supports the application for a subdivision within the Agricultural Land Reserve to accommodate the lot line adjustment between two existing parcels. Given the nature of the existing parcels and agricultural operation, the change in lot configuration is not anticipated to have any negative impact on agricultural land, and it resolves servicing and access between the existing properties.

## 4.0 Proposal

### 4.1 Background

The application includes two subject properties, 1989 Ward Road and 2087 Ward Road. The properties have been owned by the same family for over 100 years. Initially they were used for cattle farming and grazing.

In the 1970s, the use changed to grapes and most recently to apple and cherry production. The applicant has indicated the intent that the agriculture currently occurring on the properties will continue.

1989 Ward Road is 23.3 acres in size and is in cherry and apple production (50 % cherries, 50 % apples). Approximately one acre is unplanted and is used at harvest time for the storage of harvest boxes and vehicle movements for loading. The applicant has indicated this unplanted area also contains bee hives, which were recently added to the site. The existing single family dwelling on the east side of the property was constructed in the 1950s. It is currently accessed through 2087 Ward Road. There is also a pump building and a worker/packing box shelter near the centre of the property.

The other property, 2087 Ward Road, is 1.0 acre in size and is approximately 66% in apple orchard production. A farm implement storage building is located on site. There are no dwellings currently located on 2087 Ward Road. The services (water and electrical) for the dwelling located on 1989 Ward Road run through 2087 Ward Road, and the dwelling can be accessed through this property.

#### 4.2 Project Description

The application is to adjust the boundary between the two existing properties. The lot line adjustment would transfer the existing dwelling from the larger parcel, 1989 Ward Road, to the smaller parcel, 2087 Ward Road. The proposed 2087 Ward Road would be just under one acre (0.95 acres / 3,876 m<sup>2</sup>) include an accessory building and a small cleared area which is occupied by the existing onsite septic disposal system. The adjustment would allow all of the existing cherry and apple orchard to be completely located on 1989 Ward Road.

The proposal would leave 2087 Ward Road without a principal dwelling and essentially allow for the construction of a single family dwelling in the future. At that time, any proposed construction would have to meet current Agricultural Land Commission (ALC) and City regulations and policies, which would help reduce any potential impact to the active agricultural operation.

The applicants have worked with staff and considered feedback from the Agricultural Advisory Committee to reduce the overall size of 2087 Ward Road and reduce the potential impact to the agricultural operation. If the application is supported by Council and the ALC, a technical subdivision application will be required prior to final subdivision approval.

#### 4.3 Site Context

The subject properties are located in the City's Southeast Kelowna Sector. The Future Land Use is REP – Resource Protection and it is within the Agricultural Land Reserve. It is located outside of the Permanent Growth Boundary. 1989 Ward Road is 9.4 ha (23.3 acres) in area and 2087 Ward Road is 0.4 ha (1.0 acres) in area. All surrounding properties are zoned A1 – Agriculture and in the ALR.

Map 1 – Subject Properties



## 5.0 Current Development Policies

### 5.1 Kelowna Official Community Plan (OCP)

#### Chapter 4 – Land Use Designation Definitions

##### Resource Protection Area

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

#### Chapter 5 - Development Process

##### 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.

**Policy .3 Urban Uses.** Direct urban uses to lands within the urban portion of the Permanent Growth Boundary, in the interest of reducing development and speculative pressure on agricultural lands.

**Policy .7 Subdivision.** Maximize potential for the use of farmland by not allowing the subdivision of agricultural land into smaller parcels (with the exception of Homesite Severances approved by the ALC) except where significant positive benefits to agriculture can be demonstrated.

### Objective 5.34 Preserve productive agricultural land

**Policy .3 Homeplating.** Locate buildings and structures, including farm help housing and farm retail sales area and structures, on agricultural parcels in close proximity to one another and where appropriate, near the existing road frontage. The goal should be to maximize use of existing infrastructure and reduce impacts on productive agricultural lands.

#### 6.0 Technical Comments

##### 6.1 Development Engineering Department

This application has no impact on existing City of Kelowna infrastructure. Dedicate a corner rounding of 6m radius at the property corner.

#### 7.0 Application Chronology

Date of Application Received: April 17, 2018

Agricultural Advisory Committee July 12, 2018

The above noted application was reviewed by the Agricultural Advisory Committee at the meeting held on July 12, 2018 and the following recommendations were passed:

THAT the Agricultural Advisory Committee recommends that Council support the Agricultural Land Reserve Application No. A18-0005 for the properties located at 1989 & 2087 Ward Road to request permission from the Agricultural Land Commission for a "Subdivision of Agricultural Land Reserve" under Section 21(2) of the Agricultural Land Commission Act for the purpose of lot line adjustment.

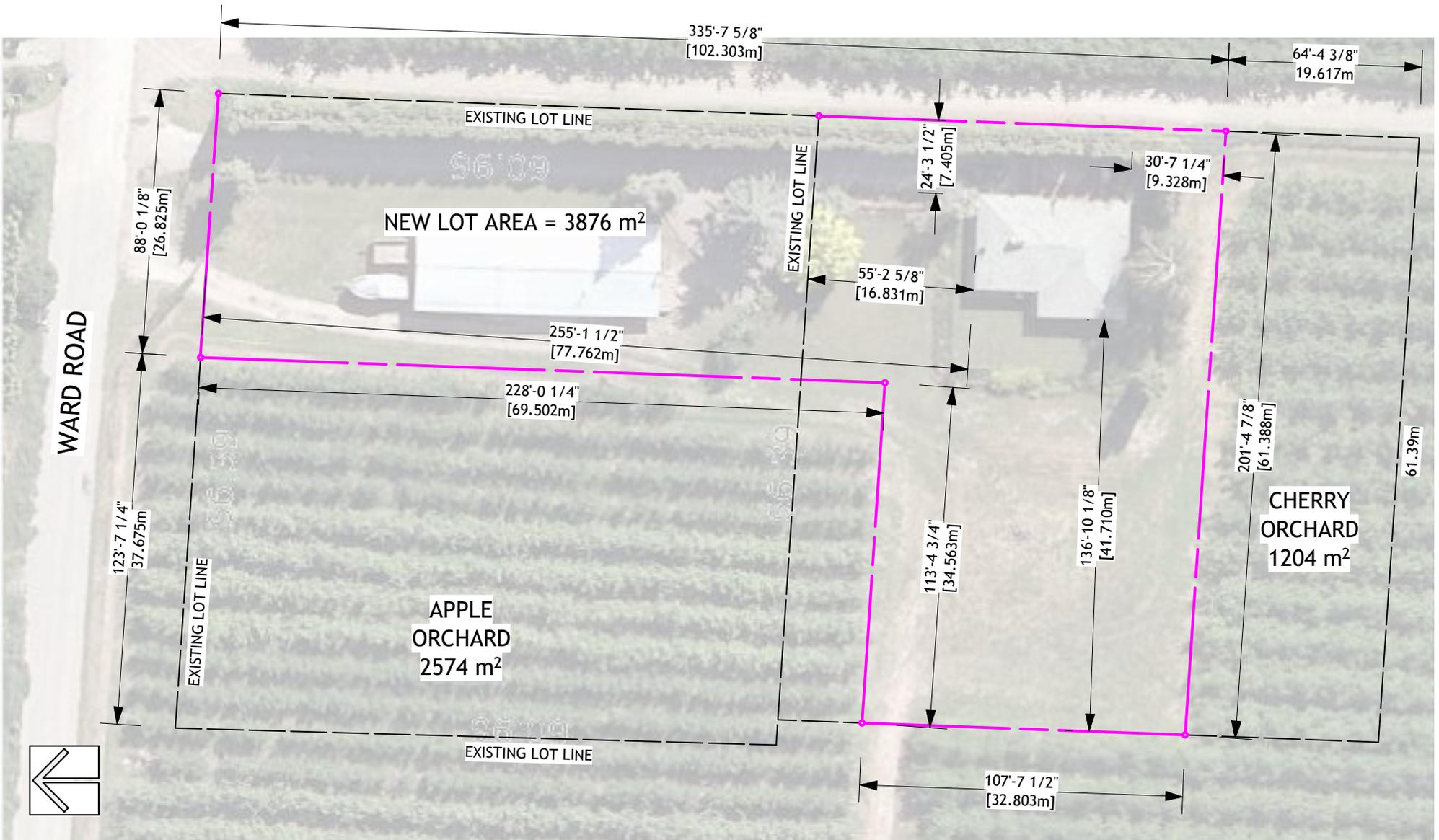
Anecdotal comments were that the Agricultural Advisory Committee recommended that Council support the subdivision of the subject property however, it was given reluctantly as land is being taken out of viable agricultural parcel to be added to a nonviable parcel with the boundary shape being an issue for future use of the agricultural parcel.

Updated Site Plan Received: January 28, 2019

**Report prepared by:** Wesley Miles, Planner Specialist  
**Reviewed by:** Laura Bentley, Community Planning Supervisor  
**Approved for Inclusion:** Ryan Smith, Community Planning Department Manager

#### Attachments:

Schedule A – Preliminary Site Plan



1 **OPTION 2**  
Scale: 1:550



2087 WARD ROAD, KELOWNA, BC



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

**SCHEDULE A**

This forms part of application  
# **A18-0005**

City of Kelowna  
COMMUNITY PLANNING

Planner Initials **WM**

PRELIMINARY SITE PLAN

JANUARY 16, 2019

SCALE : AS NOTED

# REPORT TO COUNCIL



**Date:** April 15, 2019

**RIM No.** 1250-30

**To:** City Manager

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

**Application:** Z18-0115 **Owner:** Keith Robertson

**Address:** 330 Rutland Road South **Applicant:** Keith Robertson

**Subject:** Rezoning Application

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

Existing Zone: RU1 – Large Lot Housing

Proposed Zone: RU1C – Large Lot Housing with Carriage House

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## 1.0 Recommendation

THAT Rezoning Application No. Z18-0115 to amend the City of Kelowna Zoning Bylaw No. 8000 by changing the zoning classification of Lot 5 Section 23 Township 26 ODYD Plan 12078 located at 330 Rutland Road South, Kelowna, BC from the RU1 – Large Lot Housing zone to the RU1c – Large Lot Housing with Carriage House Zone be considered by Council;

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

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

## 2.0 Purpose

To rezone the subject property from RU1 – Large Lot Housing to RU1c – Large Lot Housing with Carriage House to facilitate the development of a carriage house.

## 3.0 Community Planning

Community Planning Staff support the proposed rezoning application from the RU1 – Large Lot Housing zone to RU1c – Large Lot Housing with Carriage House to facilitate the development of a carriage house. The Official Community Plan (OCP) Future Land Use designation of the subject property and neighbouring properties is MRL - Multiple Unit Residential (Low Density). The proposed carriage house provides an incremental density increase that is suitable for the neighbourhood and is consistent with policies for Sensitive Infill.

The concept of the carriage house is also aligned with the OCP Policies of Compact Urban Form – increasing density where infrastructure already exists, and of Carriage Houses & Accessory Apartments – supporting carriage houses and accessory apartments through appropriate zoning regulations. The property is connected to City sanitary sewer and within the Permanent Growth Boundary of the City.

The applicant has confirmed the completion of public notification in accordance with Council Policy No. 367. To date, staff has received one neutral enquiry regarding the rezoning proposal.

**4.0 Proposal**

**4.1 Project Description**

The applicant has submitted conceptual drawings siting the carriage house on the property. The proposal indicates that the carriage house can be constructed to meet all Zoning Bylaw Regulations without any variances.

**4.2 Site Context**

The property is located in the Rutland area, north of Holbrook Road and east of Robson Road W. The surrounding neighbourhood consists primarily of single family dwellings.

Specifically, adjacent land uses are as follows:

Orientation	Zoning	Land Use
North	RU <sub>1</sub> – Large Lot Housing	Single Family Dwelling
East	RU <sub>2</sub> – Medium Lot Housing	Single Family Dwelling
South	RU <sub>1</sub> – Large Lot Housing	Single Family Dwelling
West	RU <sub>1</sub> – Large Lot Housing	Single Family Dwelling

**Subject Property Map: 330 Rutland Road South**



**5.0 Current Development Policies**

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

**Development Process**

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

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

**Carriage Houses & Accessory Apartments.**<sup>3</sup> Support carriage houses and accessory apartments through appropriate zoning regulations.

## 6.o Application Chronology

Date of Application Received: November 19, 2019

Date Public Consultation Completed: January 29, 2019

**Report prepared by:** Arlene Janousek, Planner

**Reviewed by:** Dean Strachan, Suburban and Rural Planning Manager

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

### Attachments:

Schedule A: Site Plan

Schedule B: Conceptual Elevations

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<sup>1</sup> City of Kelowna Official Community Plan, Policy 5.2.3 (Chapter 5).

<sup>2</sup> City of Kelowna Official Community Plan, Policy 5.22.6 (Chapter 5).

<sup>3</sup> City of Kelowna Official Community Plan, Policy 5.22.12 (Chapter 5).

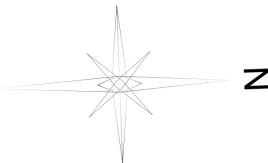
# LOT # 5

928.8m<sup>2</sup>

\*NOTE\*  
CURRENT ZONING IS RU1, RU1C  
ZONING REQUIRED FOR  
CARRIAGE HOUSE

## PLOT PLAN

SCALE: 1/8" = 1'



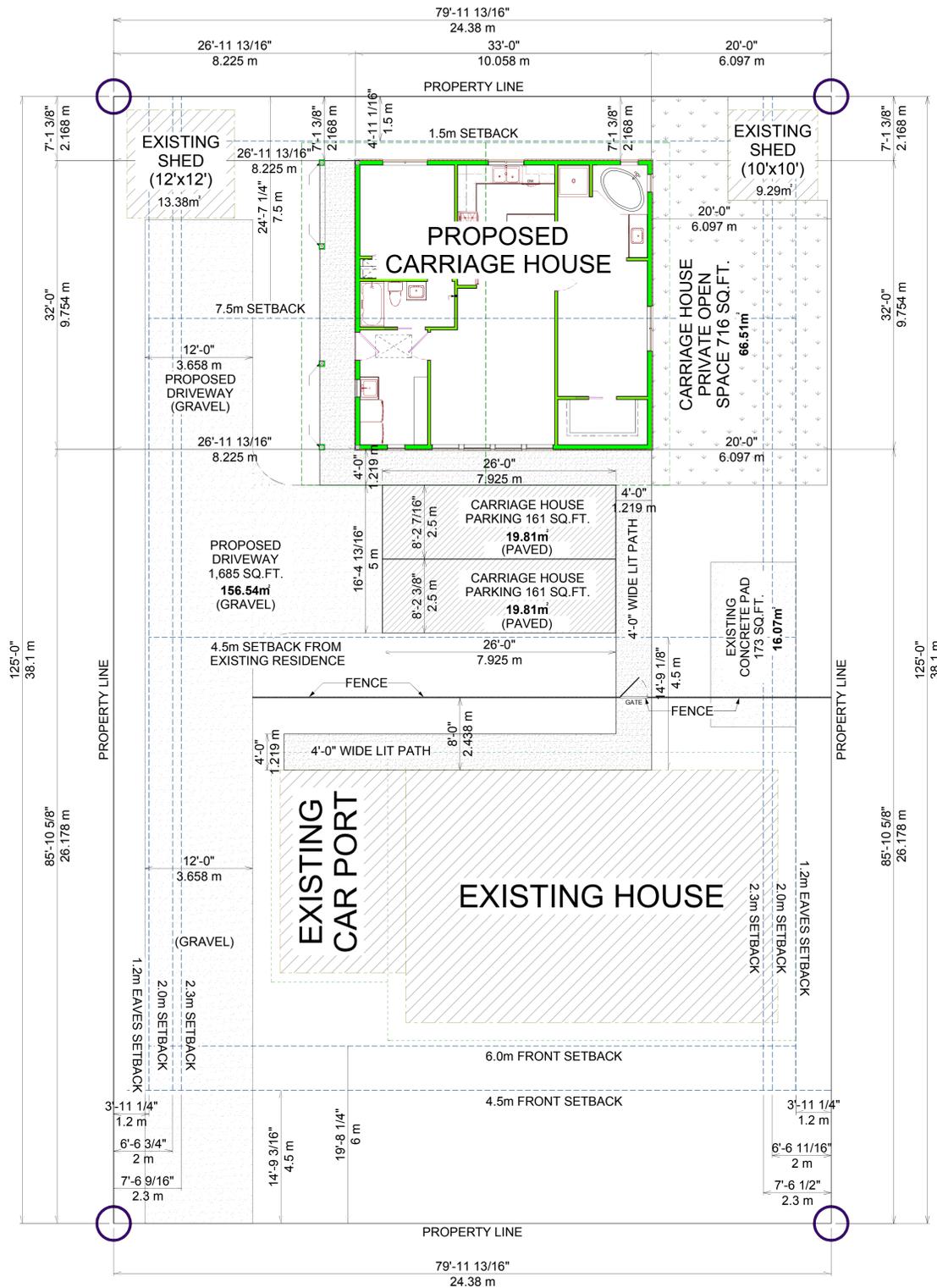
\*NOTE\*  
SITE PLAN SUBJECT  
TO CHANGE, SURVEY  
REQUIRED

### LOT COVERAGE

EXISTING HOUSE	=	1,162 SQ.FT.
EXISTING CARPORT	=	315 SQ.FT.
CARRIAGE HOUSE	=	1,056 SQ.FT.
COVERED PATIO (CARRIAGE HOUSE)	=	128 SQ.FT.
<b>TOTAL FOOTPRINT</b>	<b>=</b>	<b>2,661 SQ.FT.</b>
<b>TOTAL LOT SQ.FT.</b>	<b>=</b>	<b>9,998.36 SQ.FT.</b>
<b>TOTAL COVERAGE</b>	<b>=</b>	<b>26.61%</b>

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EXISTING HOUSE	=	1,162 SQ.FT.
EXISTING CARPORT	=	315 SQ.FT.
CARRIAGE HOUSE	=	1,056 SQ.FT.
COVERED PATIO (CARRIAGE HOUSE)	=	128 SQ.FT.
DRIVEWAY	=	1,685 SQ.FT.
PARKING	=	427 SQ.FT.
<b>TOTAL FOOTPRINT</b>	<b>=</b>	<b>4,773 SQ.FT.</b>
<b>TOTAL LOT SQ.FT.</b>	<b>=</b>	<b>9,998.36 SQ.FT.</b>
<b>TOTAL COVERAGE</b>	<b>=</b>	<b>47.73%</b>



# RUTLAND ROAD SOUTH

**SCHEDULE A**

This forms part of application  
# Z18-0115

Planner Initials **AJ**

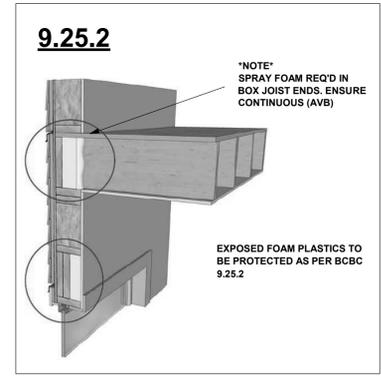
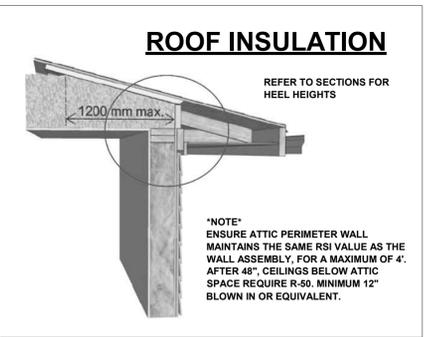
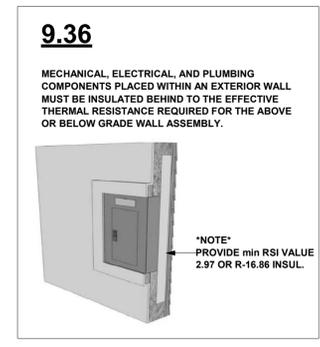
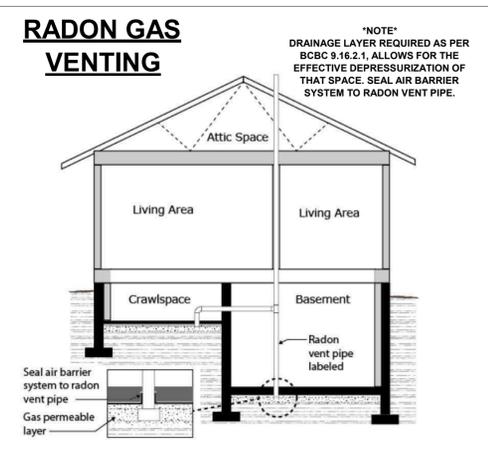
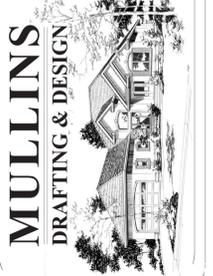
SHEET NUMBER  
**2/3**

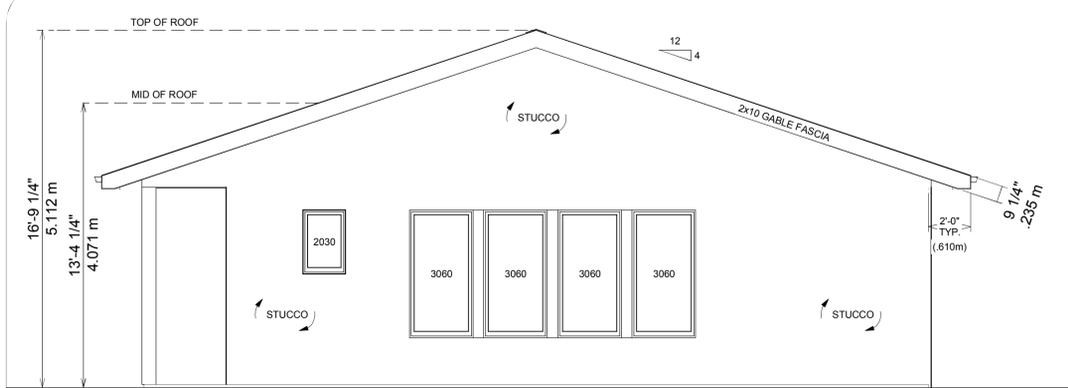
SCALE: 1/4" = 1'

DATE : MAR-18-2019

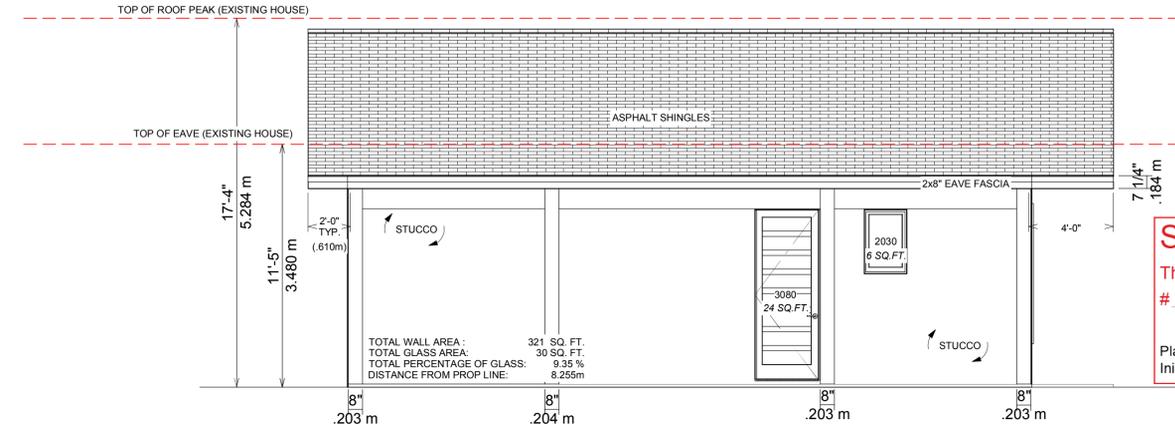
PROPOSED PROJECT FOR  
**330 RUTLAND ROAD**  
**KEITH ROBERTSON**

**UNIT 203 - 1889 SPALL RD.**  
Kelowna BC V1Y 4R2  
Bus: (250) 717-3415  
Cell: (250) 258-7819  
e-mail: mullinsdrafting@shaw.ca

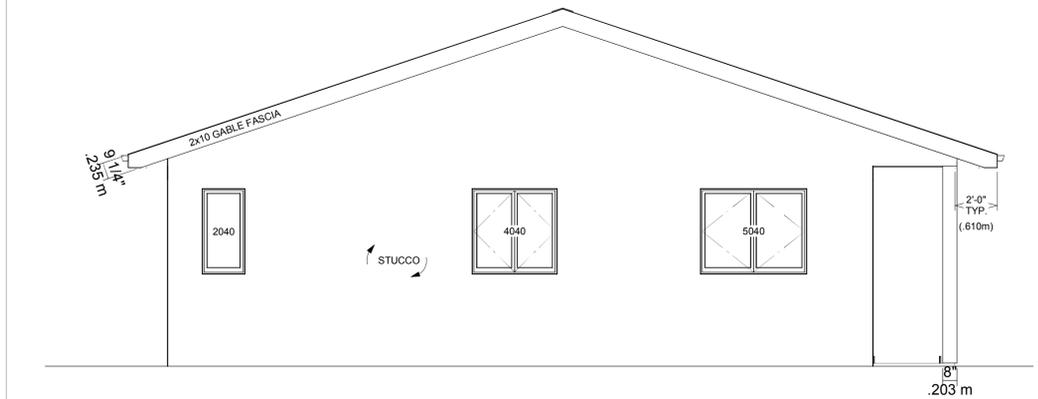




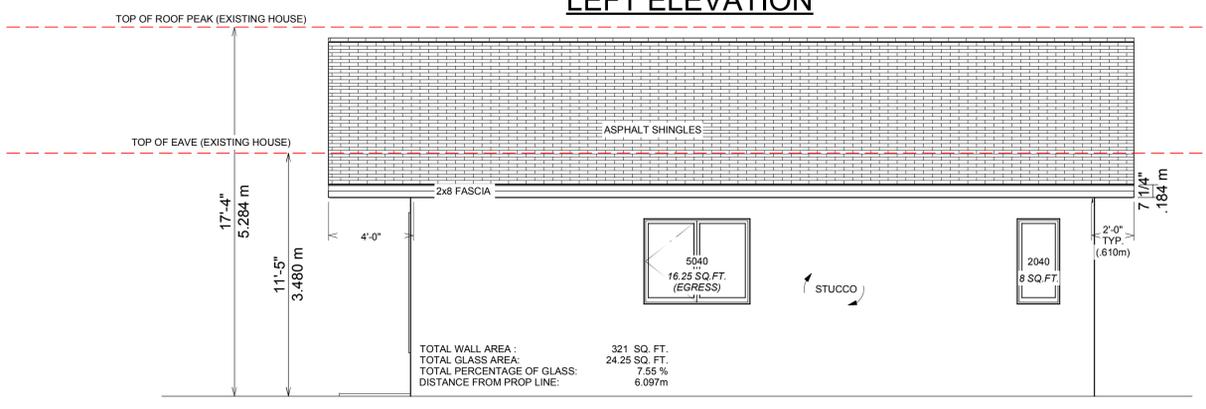
**FRONT ELEVATION**



**LEFT ELEVATION**



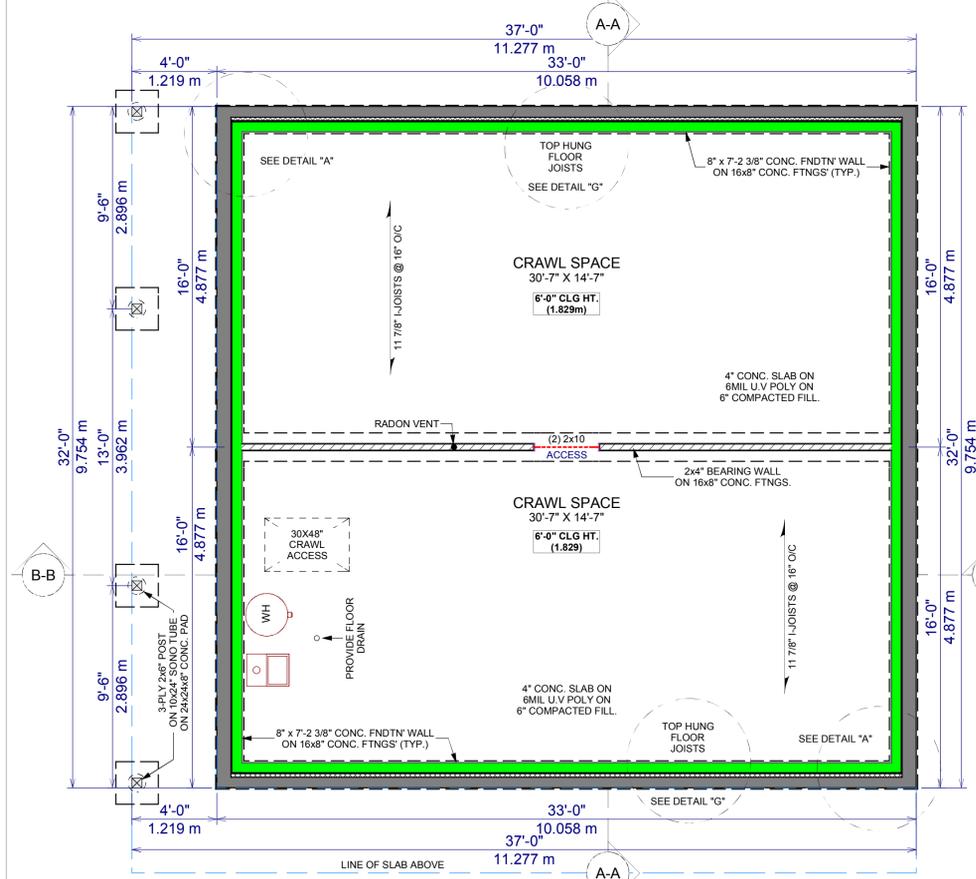
**REAR ELEVATION**



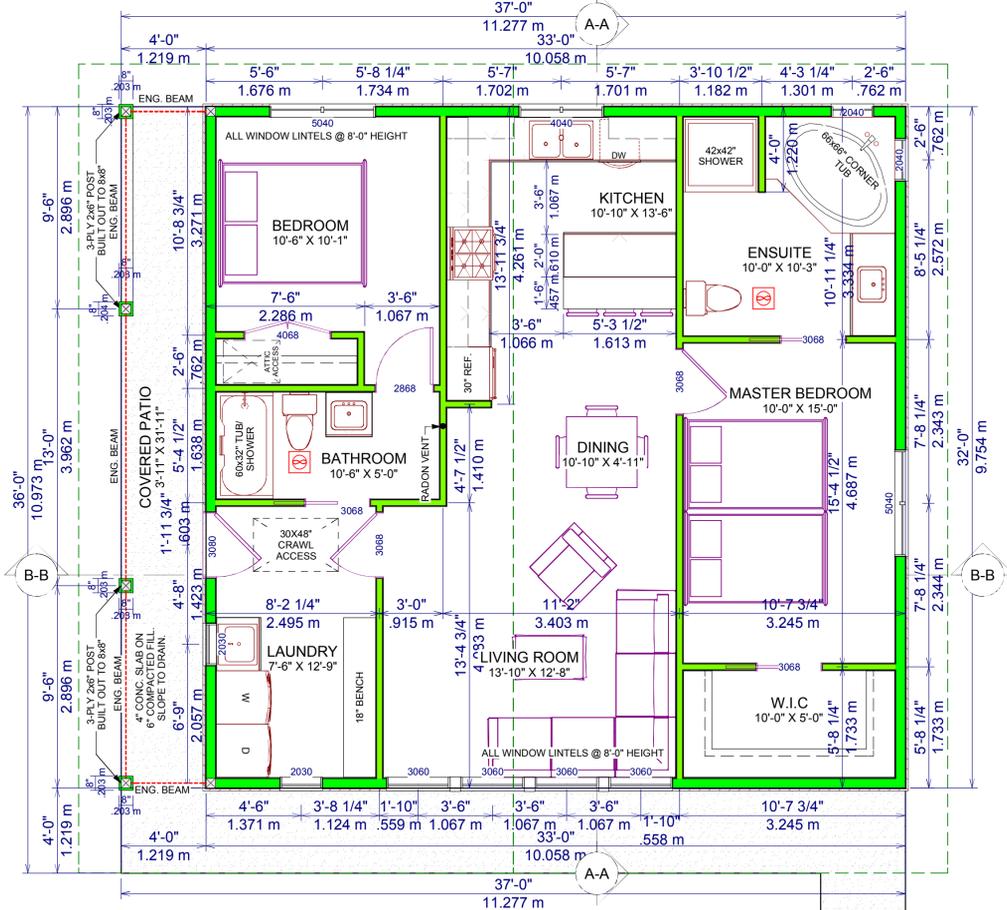
**RIGHT ELEVATION**

**SCHEDULE B**  
 This forms part of application # Z18-0115  
 Planner Initials AJ  
 City of Kelowna COMMUNITY PLANNING

SHEET NUMBER **1/3**  
 SCALE: 1/4" = 1'  
 DATE: MAR-18-2019



**CRAWL SPACE**  
 AREA: 1,056 SQ. FT.



**MAIN FLOOR**  
 AREA: 1,056 SQ. FT.

**SPECIFICATIONS**

- |                            |   |                      |   |
|----------------------------|---|----------------------|---|
| <b>ROOF</b>                | ASPHALT SHINGLES (35 YR)<br>7/16" ROOF SHEATHING<br>ENGINEERED ROOF TRUSSES<br>R-50 INSULATION<br>6 MIL UV POLY<br>5/8" DRYWALL | <b>INT. WALL</b>     | 2x4 STUDS 16" o/c<br>1/2" DRYWALL BOTH SIDES  |
| <b>SOFFIT &amp; FASCIA</b> | 5" FASCIA GUTTER<br>2x4 SUB FASCIA<br>2x3 FASCIA BOARD<br>2x10 GABLE FASCIA BOARD<br>VENTED SOFFIT                              | <b>FLOOR SYSTEM</b>  | 3/4" T&G SHEETING<br>ENGINEERED I JOIST   |
| <b>EXT. WALL</b>           | ACRYLIC STUCCO<br>7/16" WALL SHEATHING<br>R-22 BATT INSULATION<br>6 MIL UV POLY<br>1/2" DRYWALL                                 | <b>FOUNDATION</b>    | 8" CONC. FOUNDATION<br>10MM REBAR<br>R12 STYROFOAM INSULATION<br>8"x16" CONC. FOOTING |
|                            |   | <b>CONC. SLAB</b>    | 4" CONC. SLAB<br>6 MIL UV POLY<br>6" DRAINAGE ROCK                                    |
|                            |   | <b>DRAINAGE TILE</b> | 4" DRAIN TILE<br>MINIMUM 6" DRAIN ROCK<br>DRY SHEETING PAPER                          |

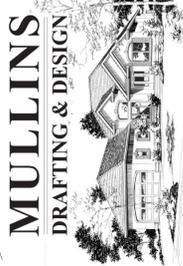
**GENERAL NOTES**

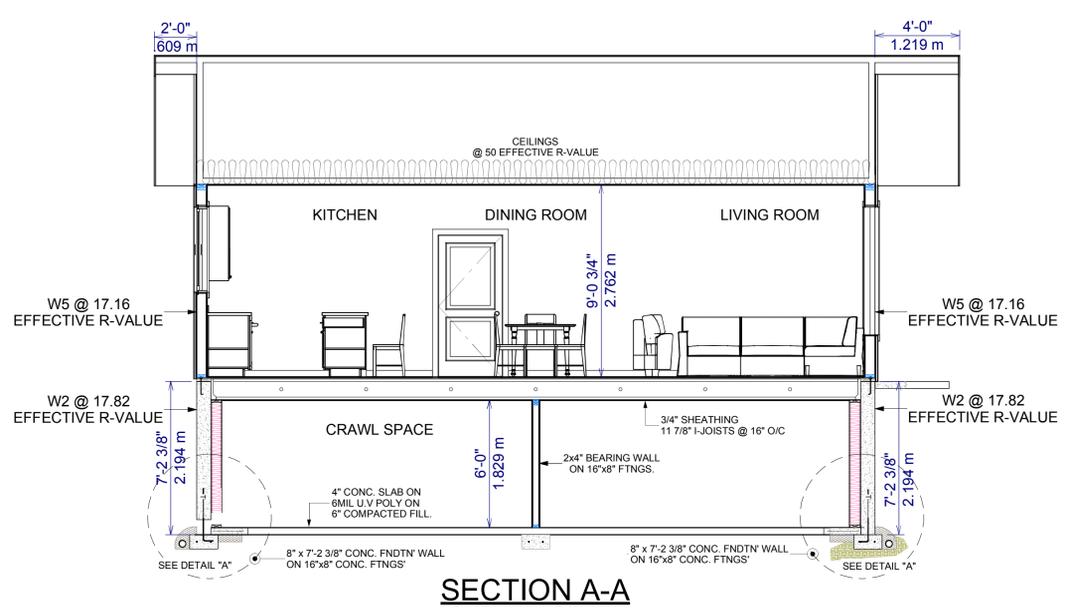
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- IT IS THE RESPONSIBILITY OF THE CONTRACTOR FOR THE CORRECT SITING OF THE BUILDING TO CONFORM WITH NECESSARY SETBACKS.
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- \*\*NOTE\*\***  
 PROVIDE PROPER SLOPE TO ALLOW DRAINAGE AWAY FROM RESIDENCE.
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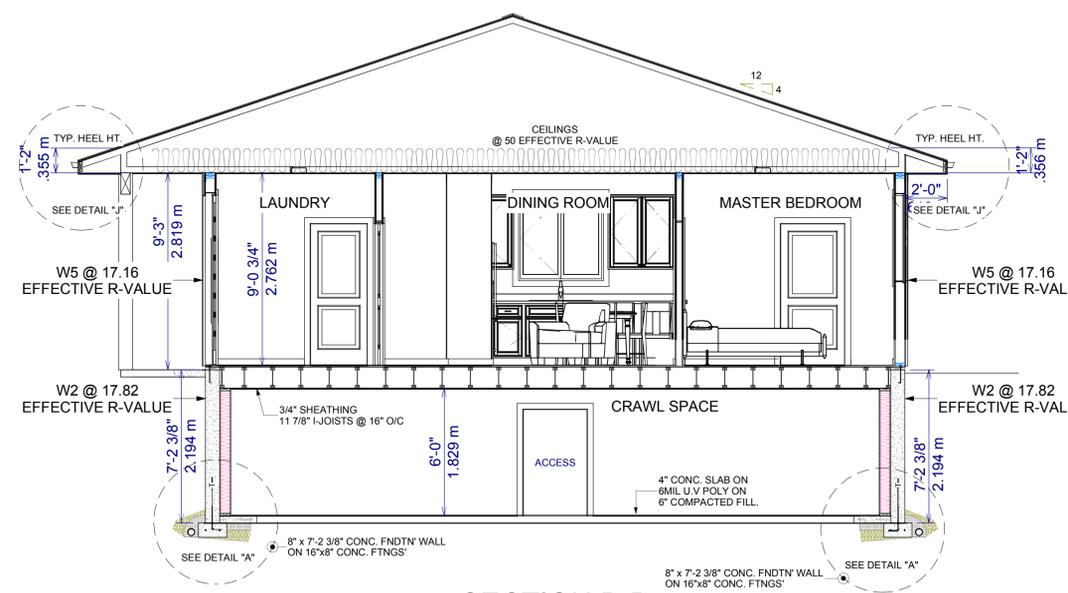
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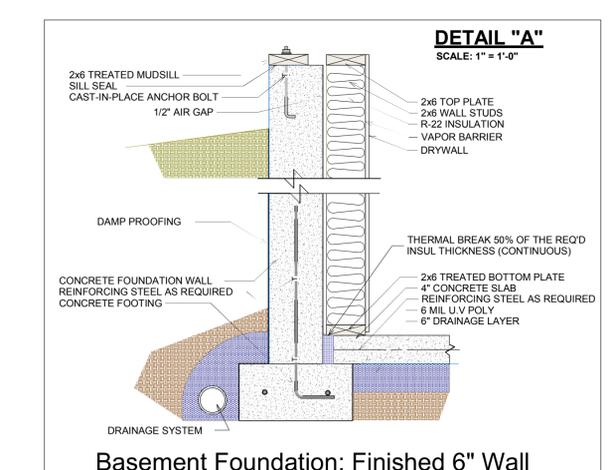




SECTION A-A

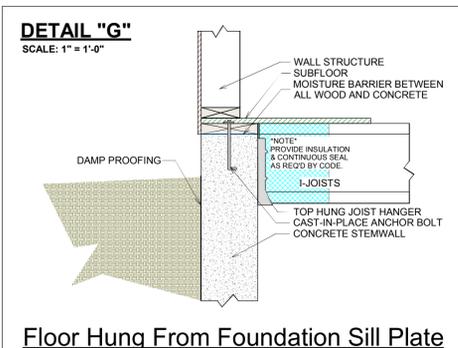


SECTION B-B



DETAIL "A"

Basement Foundation: Finished 6" Wall



DETAIL "G"

Floor Hung From Foundation Sill Plate

**SPECIFICATIONS**

- ROOF**  
ASPHALT SHINGLES (35 YR)  
7/16" ROOF SHEATHING  
ENGINEERED ROOF TRUSSES  
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6 MIL UV POLY  
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- DRAINAGE TILE**  
4" DRAIN TILE  
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DRY SHEETING PAPER

**CODES AND STANDARDS**

All workmanship is to be of a standard equal in all respects to good building practice.  
At the time of preparation, this plan was drawn in accordance with the current edition of the B.C. Building Code. It is the responsibility of the owner/builder to insure that changes made to the code are complied with and all amendments are incorporated in the construction of this plan. All work shall conform to local building codes and bylaws which may take precedence.  
Prior to proceeding with construction, the owner/builder must verify all information, dimensions and specifications of this plan. Written dimensions always take precedence over scale measurements.  
Any variance from structural drawings and specifications or from conditions encountered at the job site, shall be resolved by the owner/builder and such solutions shall be their sole responsibility.

**CONCRETE & FOOTINGS**

All concrete to have a minimum compressive strength of 2,900 PSI (20 MPa) at 28 days.  
Concrete footings must be placed on undisturbed or compacted soil to an elevation below frost penetration. Footings shown on these drawings have been designed for soil bearing capacity of 2,500 PSF. If a lesser bearing capacity is encountered, it is the responsibility of the owner/builder to have the footings redesigned by qualified persons to suit existing conditions.  
All footings are to have two 1/2" reinforcing bars. The reinforcing bars are to be situated such that one bar is 3" (75 mm) clear of the side and bottom of the footing on both sides of the footing.  
Grades shown on elevations are estimated. Adjust on site as required. Retaining walls other than the foundation walls of the residence are beyond the scope of these drawings unless otherwise noted.

**ABOVE GRADE MASONRY**

All above grade masonry is to conform to the BC Building Code.  
If brick veneer is to be installed, counter flashing shall be installed up to 8" (200 mm) behind the building felt and below the bottom course with vertical joints raked clear. Weep holes 24" (600 mm) o.c.

**CARPENTRY**

Framing lumber shall be number two (2) or better Spruce unless otherwise specified on the plan. All beam and lintel sizes shown on the drawings to be reviewed & confirmed by truss manufacturer and contractor. Any beam or lintel sizes provided by truss manufacturer take precedence.  
Joists are to be doubled under parallel partitions.  
Joists shall be placed to accommodate plumbing, in the event of a discrepancy please contact floor supplier before any alterations or cuts are made.  
Wood in contact with concrete shall be damp proofed with 45 lb. felt or a sill plate gasket and pressure treated with a waterborne preservative or other approved method on exterior walls.  
Interior framing to be 4" (100 mm) clear of back and sides of firebox and 2" (50 mm) clear of brick chimneys. Frame exterior walls 1" (25 mm) clear from exterior fireplaces.  
Plates are to be anchored to concrete with 1/2" anchor bolts, maximum 6 ft. o.c. or other approved method.  
Flush framed wood members shall be anchored with 200 lb. joist hangers unless otherwise specified.

**INSULATION / VENTILATION**

Minimum insulation requirements:  
Roof/Ceiling - R 50  
Walls - 2 x 6 - R 22  
Garage Ceiling - R 32  
Ceiling insulation may be loose fill type or batt type. Wall and floor insulation must be batt type.  
Walls and ceilings between residence and attached garage shall be insulated.  
Insulation requirements may vary with heating systems and with local conditions.  
All roof spaces shall be ventilated with soffit, roof or gable vents or a combination of these, equally distributed between the top of the roof space and soffits.

**MISCELLANEOUS**

Caulk over and around all exterior openings using non-hardening caulking compound.  
Flash all changes of materials on exterior walls.  
Flash over all exterior openings.  
All siding or stucco to be a minimum of 8" (200 mm) above finished grade.  
All balcony railings to be 3'6" (1070 mm) in height. Maximum spacing between vertical members is 4" (100 mm). Minimum distance between horizontal rails to be 32" (800 mm). Top rail to sustain outward load of 40 lbs. per lineal foot.  
Coat and clothes closets shall have at least one rod and shelf with minimum depth of 24" unless otherwise stated. Linen closet shall have 5 adjustable shelves wherever possible. Broom closets shall have one shelf.

**9.36.2.6 THERMAL CHARACTERISTICS OF ABOVE GROUND OPAQUE ASSEMBLIES**

ASSEMBLY	CLIMATE ZONE (HEATING DEGREE DAYS DEGREES CELSIUS)				
	(4)	(5)	(6)	(7)A	(7)B
CEILINGS	6.91 (39.23)	6.91 (39.23)	8.67 (49.2)	8.67 (49.2)	10.43 (59.2)
CATHEDRAL CEILINGS	4.67 (26.5)	4.67 (26.5)	4.67 (26.5)	5.02 (28.5)	5.02 (28.5)
WALLS (2x6 @ 16")	2.78 (15.75)	2.97 (16.86)	2.97 (16.86)	2.97 (16.86)	3.08 (17.48)
FLOORS OVER UNHEATED SPACE	4.67 (26.5)	4.67 (26.5)	4.67 (26.5)	5.02 (28.5)	5.02 (28.5)

\*NOTE\* MINIMUM REQUIREMENTS.

- \*\*NOTE\*\***  
WINDOW SPEC'S TO BE CONFIRMED BY OWNER/ CONTRACTOR PRIOR TO ORDERING TO ENSURE PROPER VENTING AND EGRESS.
- \*\*NOTE\*\***  
PROVIDE PROPER SLOPE TO ALLOW DRAINAGE AWAY FROM RESIDENCE.
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WALL ASSEMBLY	W2	WALL ASSEMBLY	W5																																																									
<b>BELOW GRADE</b>		<b>STUCCO CLADDING</b>																																																										
<p>COMPONENTS</p> <table border="1"> <tr><th>COMPONENTS</th><th>RSI</th><th>R</th></tr> <tr><td>1. DAMP PROOFING</td><td>0.03</td><td>0.17</td></tr> <tr><td>2. 8" REINFORCED CONCRETE WALL</td><td>0.08</td><td>0.45</td></tr> <tr><td>3. 1/2" AIR GAP</td><td>0.16</td><td>0.91</td></tr> <tr><td>4. 2x6 FRAMING FILLED WITH R22 BATT @ 24" O/C</td><td>2.67</td><td>15.16</td></tr> <tr><td>5. POLYETHYLENE</td><td>0.00</td><td>0.00</td></tr> <tr><td>6. 1/2" (12.7mm) GYPSUM BOARD</td><td>0.08</td><td>0.45</td></tr> <tr><td>7. FINISH: 1 COAT LATEX PRIMER AND LATEX PAINT</td><td>0.00</td><td>0.00</td></tr> <tr><td>8. INTERIOR AIR FILM</td><td>0.12</td><td>0.68</td></tr> </table>	COMPONENTS	RSI	R	1. DAMP PROOFING	0.03	0.17	2. 8" REINFORCED CONCRETE WALL	0.08	0.45	3. 1/2" AIR GAP	0.16	0.91	4. 2x6 FRAMING FILLED WITH R22 BATT @ 24" O/C	2.67	15.16	5. POLYETHYLENE	0.00	0.00	6. 1/2" (12.7mm) GYPSUM BOARD	0.08	0.45	7. FINISH: 1 COAT LATEX PRIMER AND LATEX PAINT	0.00	0.00	8. INTERIOR AIR FILM	0.12	0.68		<p>COMPONENTS</p> <table border="1"> <tr><th>COMPONENTS</th><th>RSI</th><th>R</th></tr> <tr><td>1. EXTERIOR AIR FILM</td><td>0.03</td><td>0.17</td></tr> <tr><td>2. STUCCO CLADDING (15mm)</td><td>0.035</td><td>0.08</td></tr> <tr><td>3. ASPHALT IMPREGNATED PAPER</td><td>0.00</td><td>0.00</td></tr> <tr><td>4. 7/16" (11.1 mm) OSB SHEATHING</td><td>0.11</td><td>0.62</td></tr> <tr><td>5. 2x6 FRAMING FILLED WITH R22 BATT @ 24" O/C</td><td>2.67</td><td>15.16</td></tr> <tr><td>6. POLYETHYLENE</td><td>0.00</td><td>0.00</td></tr> <tr><td>7. 1/2" (12.7mm) GYPSUM BOARD</td><td>0.08</td><td>0.45</td></tr> <tr><td>8. FINISH: 1 COAT LATEX PRIMER AND LATEX PAINT</td><td>0.00</td><td>0.00</td></tr> <tr><td>9. INTERIOR AIR FILM</td><td>0.12</td><td>0.68</td></tr> </table>	COMPONENTS	RSI	R	1. EXTERIOR AIR FILM	0.03	0.17	2. STUCCO CLADDING (15mm)	0.035	0.08	3. ASPHALT IMPREGNATED PAPER	0.00	0.00	4. 7/16" (11.1 mm) OSB SHEATHING	0.11	0.62	5. 2x6 FRAMING FILLED WITH R22 BATT @ 24" O/C	2.67	15.16	6. POLYETHYLENE	0.00	0.00	7. 1/2" (12.7mm) GYPSUM BOARD	0.08	0.45	8. FINISH: 1 COAT LATEX PRIMER AND LATEX PAINT	0.00	0.00	9. INTERIOR AIR FILM	0.12	0.68	
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3. ASPHALT IMPREGNATED PAPER	0.00	0.00																																																										
4. 7/16" (11.1 mm) OSB SHEATHING	0.11	0.62																																																										
5. 2x6 FRAMING FILLED WITH R22 BATT @ 24" O/C	2.67	15.16																																																										
6. POLYETHYLENE	0.00	0.00																																																										
7. 1/2" (12.7mm) GYPSUM BOARD	0.08	0.45																																																										
8. FINISH: 1 COAT LATEX PRIMER AND LATEX PAINT	0.00	0.00																																																										
9. INTERIOR AIR FILM	0.12	0.68																																																										
<p>ENERGY EFFICIENCY REQUIREMENTS AS PER BCBC 9.36</p> <p>TO MEET THE MINIMUM (EFFECTIVE) RSI VALUE FOR THE WALL ASSEMBLY OF 2.98 OR R-VALUE OF 16.86 AN HRV MUST BE INCORPORATED INTO THIS DESIGN.</p> <p><b>EFFECTIVE RSI / R VALUE OF ENTIRE ASSEMBLY</b>      <b>3.14    17.82</b></p>		<p>ENERGY EFFICIENCY REQUIREMENTS AS PER BCBC 9.36</p> <p>TO MEET THE MINIMUM (EFFECTIVE) RSI VALUE FOR THE WALL ASSEMBLY OF 2.97 OR R-VALUE OF 16.86 AN HRV MUST BE INCORPORATED INTO THIS DESIGN.</p> <p><b>EFFECTIVE RSI / R VALUE OF ENTIRE ASSEMBLY</b>      <b>3.0235    17.16</b></p>																																																										

**CITY OF KELOWNA**  
**BYLAW NO. 11794**  
**Z18-0115 – 330 Rutland Road S**

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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 5 Section 23 Township 26 ODYD Plan 12078 located on Rutland Road South, Kelowna, BC from the RU<sub>1</sub> – Large Lot Housing zone to the RU<sub>1c</sub> – Large Lot Housing with Carriage House Zone.
2. This bylaw shall come into full force and effect and is binding on all persons as and from the date of adoption.

Read a first time by the Municipal Council this

Considered at a Public Hearing on the

Read a second and third time by the Municipal Council this

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

# REPORT TO COUNCIL



**Date:** April 15, 2019  
**RIM No.** 1250-30  
**To:** City Manager  
**From:** Community Planning Department (LK)  
**Application:** Z19-0048 **Owner:** Scott Cramp & Lei Zhang  
**Address:** 454 Farris Rd **Applicant:** Protech Consulting  
**Subject:** Rezoning Application

Existing OCP Designation: S2RES – Single/ Two unit Residential  
Existing Zone: RU1 - Large Lot Housing  
Proposed Zone: RU1c - Large Lot Housing with Carriage House

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## 1.0 Recommendation

THAT Rezoning Application No. Z19- 0048 to amend the City of Kelowna Zoning Bylaw No. 8000 by changing the zoning classification of Lot B Section 25 Township 28 SDYD Plan EPP82795, located at 454 Farris Road, Kelowna, BC from the RU1 – Large Lot Housing zone to the RU1c – Large Lot Housing with Carriage House zone, be considered by Council;

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

## 2.0 Purpose

To rezone the subject property from RU1 - Large Lot Housing to RU1c – Large Lot Housing with Carriage House to facilitate the development of a carriage house.

## 3.0 Community Planning

Community Planning Staff support the proposed rezoning application from the RU1 – Large Lot Housing zone to RU1c – Large Lot Housing with Carriage House zone to facilitate the development of a carriage house. The Official Community Plan (OCP) Future Land Use designation of the subject property is S2RES – Single/ Two Unit Residential, which supports this zoning change. The concept of the carriage house is aligned with the OCP Policies of Compact Urban Form – increasing density where infrastructure already exists, and of Carriage Houses & Accessory Apartments. The property is connected to City sanitary sewer and within the Permanent Growth Boundary of the City.

The applicant has submitted preliminary drawings for a carriage house indicating that it can be constructed to meet the Zoning Bylaw requirements without any variances. Should the rezoning application be

supported by Council, a Development Permit would not be required and the applicant could apply directly for a Building Permit.

The applicant has confirmed the completion of public notification in accordance with Council Policy No. 367.

#### 4.0 Proposal

##### 4.1 Background

This parcel was part of a two-lot subdivision which created the newly title lot 4620 Bellevue Rd and the subject parcel 454 Farris Rd.

##### 4.2 Project Description

Once the Rezoning is completed, the owner intends to subdivide the subject property, 454 Farris Rd into two title lots. To facilitate this step, the existing dwelling would be demolished and a new house constructed within the newly created property lines. For the proposed layout, refer to Schedule A and the Future Subdivision Plan attached to this report.

##### 4.3 Site Context

The 1100 m<sup>2</sup> site is located in the Upper Mission area within the Permanent Growth Boundary.

#### Subject Property Map: 454 Farris Road



#### 5.0 Current Development Policies

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

#### Development Process

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

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

**Carriage Houses & Accessory Apartments.**<sup>3</sup> Support carriage houses and accessory apartments through appropriate zoning regulations.

## 6.o Application Chronology

Date of Application Received: February 13, 2019

Date Public Consultation Completed: March 29, 2019

**Report prepared by:** Lydia Korolchuk, Planner

**Reviewed by:** Terry Barton, Urban Planning Manager

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

### Attachments:

Attachment A: Development Engineering Memorandum dated February 27, 2019

Schedule A: Site Plan

Future Subdivision Plan

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

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

<sup>3</sup> City of Kelowna Official Community Plan, Policy 5.22.12 (Development Process Chapter).

CITY OF KELOWNA  
MEMORANDUM

ATTACHMENT **A**

This forms part of application  
# Z19-0048



City of  
**Kelowna**  
COMMUNITY PLANNING

Date: February 27, 2019  
File No.: Z19-0048

Planner  
Initials

To: Land Use Management Department (LK)  
From: Development Engineering Manager  
Subject: 474 FARRIS RD Lot B Plan EPP89749 RU1c Carriage House

Development Engineering has the following requirements associated with this application.

1. Domestic Water and Sanitary Sewer

All municipal servicing requirements with regards to this development were dealt with as part of the Parent file S16-0078.

2. Electric Power and Telecommunication Services

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

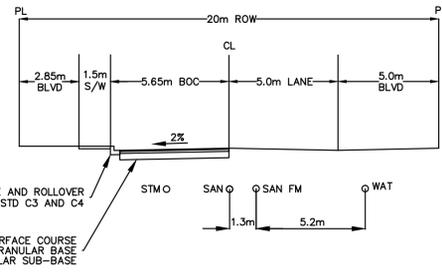
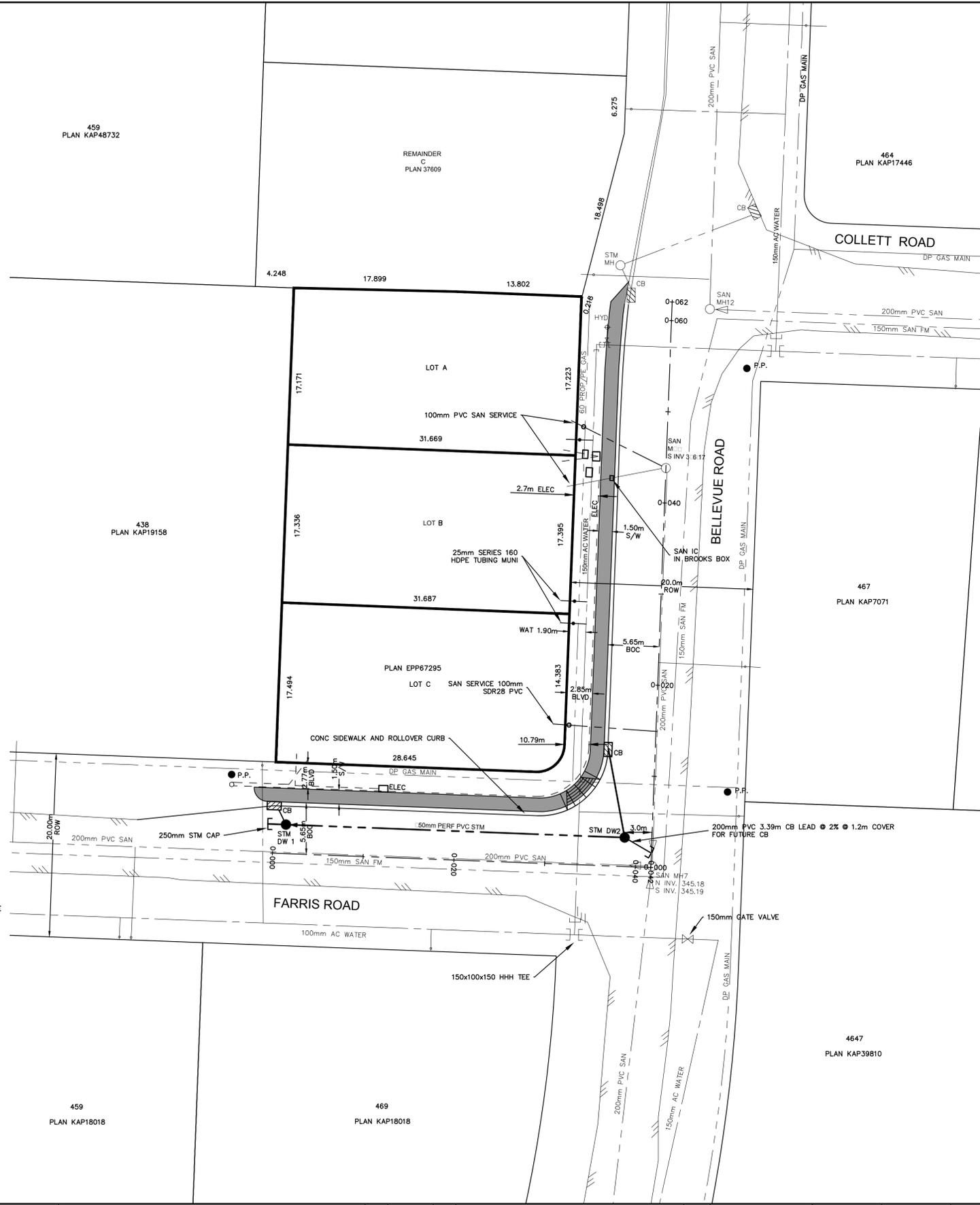
3. Access and Parking Requirements

The proposed parking module location for the Carriage House meets the bylaw requirements.

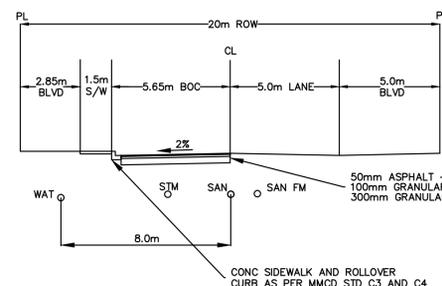
A handwritten signature in black ink, appearing to read 'James Kay'.

James Kay, P. Eng.  
Development Engineering Manager  
JF/ff





FARRIS ROAD TYPICAL CROSS SECTION  
NTS



BELLEVUE ROAD TYPICAL CROSS SECTION  
NTS

'AS CONSTRUCTED'  
I HEREBY CERTIFY THE NEW WORK AND SERVICES SHOWN ON THIS DRAWING WERE INSPECTED DURING CONSTRUCTION AND INSTALLED IN ACCORDANCE WITH THIS DRAWING, AND THE SUBDIVISION, DEVELOPMENT & SERVICES BY-LAW NO. 7900, INCLUDING AMENDMENTS'

FILE LOCATION: P:\PROJECTS\16058-04 Farris Road\Drawings\16058-04\_01.dwg PLOTTED ON: 5/11/2017 9:24 AM

Legend	
Water	Manhole
San. Sewer	Power Pole
Storm Sewer	Lamp Standard
Gas	Catch Basin
U.G. Telephone	Hydrant
U.G. Electrical	Trees
○ MH	I.C.
● P.P.	C.S.
○ L.S.	LPT
⊕ c.a.	SERVICE BOX

**PROTECH CONSULTING 2012**  
200 - 1461 St. Paul Street Kelowna B.C. Phone 860-1771 FAX 860-1994

NO.	DATE	BY	REVISION	CHK'D
5	05/3/18	TWJM	RECORD PLAN	DRP
4	08/31/17	TWJM	ISSUE FOR CONSTRUCTION	DRP
3	08/01/17	KSP	REVISION AS PER CITY OF KELOWNA	DRP
2	07/27/17	TWJM	REVISION AS PER CITY OF KELOWNA	DRP
1	05/23/17	TWJM	REVISION AS PER CITY OF KELOWNA	DRP

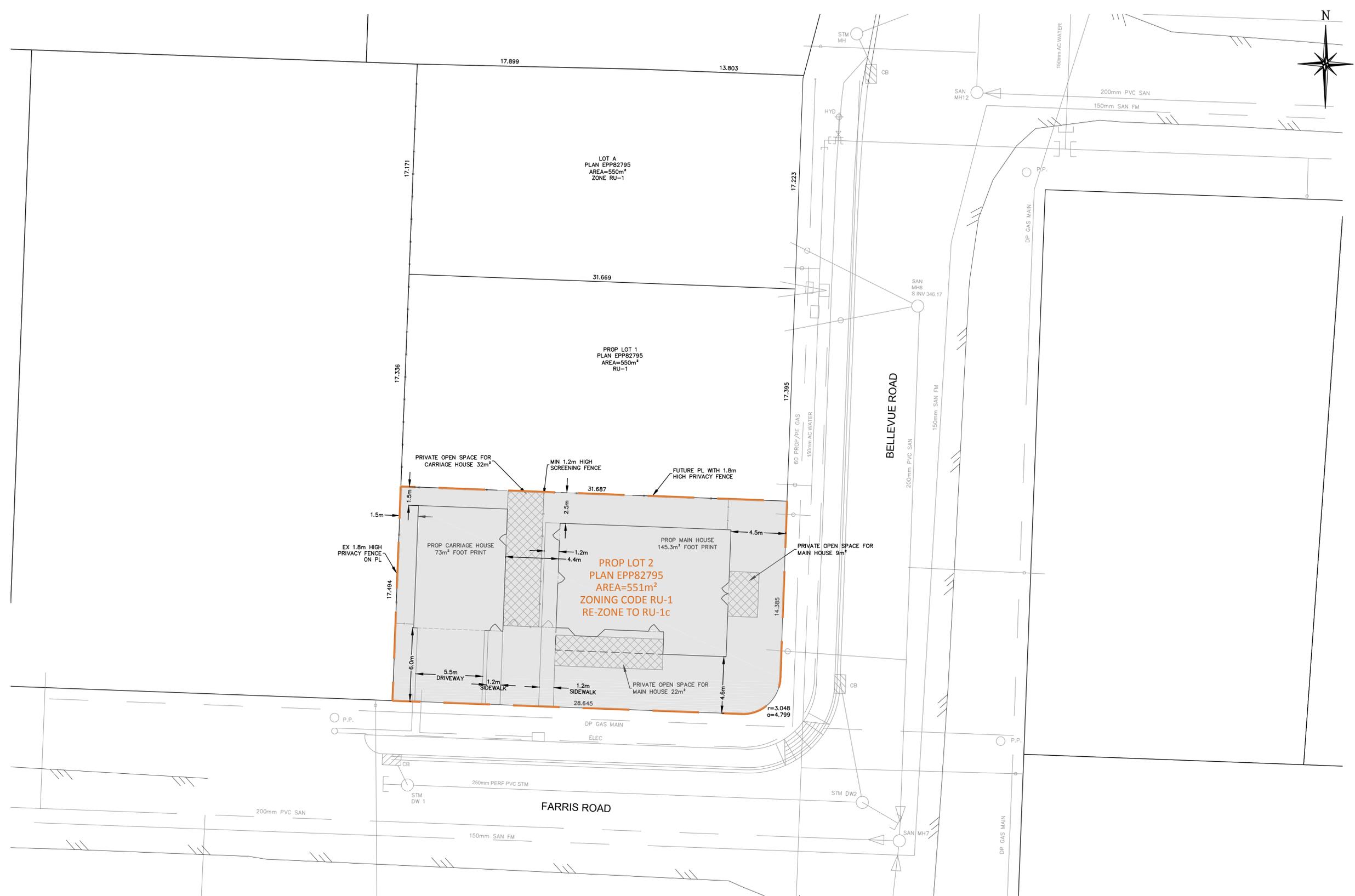


BASE 16058	DESIGN TWJM
APPROVED	DRP
DATE	APRIL 2017
SCALE	HORIZ. 1:250 VERT. N/A
<b>SCALE NOT ACCURATE OVER LONG DISTANCES</b>	

**THE CITY OF KELOWNA**  
ENGINEERING DEPARTMENT

454 FARRIS ROAD  
COMPOSITE UTILITY PLAN

DIVISION	
DRAWING NO.	16058-CO
REV NO.	5



FILE LOCATION: P:\PROJECTS\16058-04 Farris Road\16058-04.dwg PRINTED ON: 1/29/2019 4:17 PM

Legend	
Water	Manhole
San. Sewer	Power Pole
Storm Sewer	Lamp Standard
Gas	Catch Basin
U.G. Telephone	Hydrant
U.G. Electrical	Trees
○ MH	I.C.
● P.P.	C.S.
□ C.S.	LPT
⊕ c.a.	SERVICE BOX
●	

**PROTECH CONSULTING 2012**  
 200 - 1461 St. Paul Street Kelowna B.C. Phone 860-1771 FAX 860-1994

NO.	DATE	BY	REVISION	CH'KD

BASE 16058	DESIGN BMZ
APPROVED	
DATE JANUARY 2019	
SCALE 1-75	
SCALE NOT ACCURATE OVER LONG DISTANCES	

**THE CITY OF KELOWNA**  
 ENGINEERING DEPARTMENT

454 FARRIS ROAD  
 PROPOSED RE-ZONE TO RU-1c

DIVISION	
DRAWING NO. 16058-RZ	REV NO. 0

**CITY OF KELOWNA**  
**BYLAW NO. 11812**  
**Z19-0048 – 454 Farris 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 B Section 25 Township 28 SDYD Plan EPP82795, located on Farris Road, Kelowna, BC from the RU1 – Large Lot Housing zone to the RU1c – Large Lot Housing with Carriage House zone.
2. This bylaw shall come into full force and effect and is binding on all persons as and from the date of adoption.

Read a first time by the Municipal Council this

Considered at a Public Hearing on the

Read a second and third time by the Municipal Council this

Adopted by the Municipal Council of the City of Kelowna this

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Mayor

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City Clerk

# REPORT TO COUNCIL



**Date:** April 15, 2019  
**RIM No.** 1250-30  
**To:** City Manager  
**From:** Community Planning Department (AJ)  
**Application:** Z18-0125 **Owner:** Gurvinder Singh Dhanwant  
**Address:** 540 Froelich Road **Applicant:** Birte Decloux  
**Subject:** Rezoning Application

Existing OCP Designation: MRL – Multiple Unit Residential (Low Density)  
Existing Zone: RU<sub>1</sub> – Large Lot Housing  
Proposed Zone: RM<sub>3</sub> – Low Density Multiple Housing

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## 1.0 Recommendation

THAT Rezoning Application No. Z18-0125 to amend the City of Kelowna Zoning Bylaw No. 8000 by changing the zoning classification of Lot 1, Section 26, Township 26, ODYD, Plan 17602, located at 540 Froelich Road, Kelowna, BC from the RU<sub>1</sub> – Large Lot Housing zone to the RM<sub>3</sub> – Low Density Multiple Housing zone be considered by Council;

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

AND THAT the 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 April 15, 2019;

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

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

## 2.0 Purpose

To rezone the subject property to facilitate the development of four-unit row housing.

## 3.0 Community Planning

Community Planning staff are supportive of the proposed rezoning application to facilitate the development of four dwelling units on the existing parcel in the form of row housing. The Official

Community Plan (OCP) Future Land Use designation of the subject property is MRL – Multiple Unit Residential (Low Density), which is consistent with building forms including townhouses, garden apartments, and buildings containing three or more units such as proposed in this application.

Council Policy No. 367 with respect to public consultation was undertaken by the applicant.

**4.0 Proposal**

**4.1 Background**

Currently, the subject property has an existing single family dwelling, which would be demolished to allow for the construction of the four-unit row housing project.

**4.2 Project Description**

The applicant has provided a conceptual site plan for a four-unit residential row housing development. To meet the parking requirement of two parking stalls per unit, each row house is proposed to have a one car garage and one parking stall provided in tandem. Staff are currently working with the applicant on a number of items to be addressed prior to proceeding with the Development Permit and Development Variance Permit application, including road dedications that are required on both Froelich Road and Leathead Road. This application is currently tracking a variance to the number and widths of driveways, as well as a potential variance to the west side yard setback to allow for longer driveways.

**4.3 Site Context**

Adjacent land uses are as follows:

Orientation	Zoning	Land Use
North	RU1 – Large Lot Housing	Single Family Dwelling
East	RU1 – Large Lot Housing	Single Family Dwelling
South	RU1 – Large Lot Housing	Single Family Dwelling
West	RU1 – Large Lot Housing	Single Family Dwelling

**Subject Property Map: 540 Froelich Road**



## 5.0 Current Development Policies

### 5.1 Kelowna Official Community Plan (OCP)

#### Development Process

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

### 5.2 Zoning Bylaw No. 8000

**RM3 – Low Density Multiple Housing.**<sup>2</sup> The intent of this zone is to provide a land use for low density multiple housing projects on urban services. Principal uses include multiple dwelling housing, supportive housing, and congregate housing. The maximum floor area ratio is 0.75, the maximum building height is the lesser of 10m or 3 storeys, and the maximum site coverage of buildings is 50%.

## 6.0 Technical Comments

### 6.1 Building & Permitting Department

- Comment will be provided at time of Development Permit.

### 6.2 Development Engineering Department

- See Attachment A.

## 7.0 Application Chronology

Date of Application Received: December 19, 2018

Date Public Consultation Completed: March 5, 2019

**Report prepared by:** Arlene Janousek, Planner

**Reviewed by:** Terry Barton, Urban Planning Manager

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

#### Attachments:

Attachment A: Development Engineering Memorandum

Schedule A: Conceptual Site Plan

Conceptual Rendering

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<sup>1</sup> City of Kelowna Official Community Plan, Policy 5.2.3 (Chapter 5).

<sup>2</sup> City of Kelowna Zoning Bylaw No. 8000, Section 13.9.

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**CITY OF KELOWNA**  
**MEMORANDUM**

**ATTACHMENT A**

This forms part of application # Z18-0125

Planner Initials AJ



**City of Kelowna**  
COMMUNITY PLANNING

**Date:** January 11, 2019  
**File No.:** Z18-0125  
**To:** Urban Planning Management (AJ)  
**From:** Development Engineering Manager (JK)  
**Subject:** 540 Froelich RU1 to RM3

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The Development Engineering Department has the following comments and requirements associated with this rezoning application to rezone the subject properties from RU1 – Large Lot Housing to RM3 – Low Density Multiple Housing. The road and utility upgrading requirements outlined in this report will be a requirement of this development and are subject to the review and requirements from the Ministry of Transportation (MOTI).

The Development Engineering Technologist for this project is Andy Marshall.

**1. Domestic Water and Fire Protection**

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

**2. Sanitary Sewer**

- a) 540 Froelich Rd. is currently serviced with 100mm sanitary services. The developer's consulting mechanical engineer will determine the development requirements of this proposed development and establish the service needs. Only one service will be permitted for this development. The applicant, at his cost, will arrange for the removal and disconnection of the existing service and the installation of one new larger service if necessary. Any service improvement and decommissioning works may be included in an offsite servicing design package submission including an estimate for bonding purposes.
- b) 540 Froelich Rd. is currently within Sanitary Sewer Specified Area # 21A. The developer will be responsible to cash commute, pay in full, the specified area charges for this development. The charge is currently set at \$1,045.17 per Single Family Equivalent (SFE). The original property is currently paying its Spec area fees on their taxes and will require a payout of **\$1,045.17**. The fee calculation for this development is as follows: (4 unit's x 0.7 SFE/unit) – 1 SFE (credit for original property) X \$1,045.17 = **\$1881.31**

### **3. Storm Drainage**

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

### **4. Road Improvements**

- a) Leathead Road sidewalk to tie-in to new Froelich sidewalk. Boulevard to be completed to bylaw standard.
- b) The applicant must have a civil engineering consultant submit a design for roadway improvements along the entire frontages of the subject property. Froelich is to be designed to a modified SS-R5 This will include curb and gutter, sidewalk, street lighting, landscaped boulevard including trees, storm drainage system, pavement removal and replacement and re-location or adjustment of utility appurtenances if required to accommodate the upgrading construction. An estimate for public side works will be required, for bonding purposes, to be submitted by the applicants civil engineering consultant.

### **5. Road Dedication and Subdivision Requirements**

- a) Provide 3.0m of road dedication along Froelich Road.
- b) Provide 1.9m of road dedication along Leathead Road.
- c) Provide a 6.0m radius rounding at the NE corner.
- d) Grant statutory rights-of-way if required for utility services.

### **6. Electric Power and Telecommunication Services**

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

### **7. Design and Construction**

- a) Design, construction supervision and inspection of all off-site civil works and site servicing must be performed by a Consulting Civil Engineer and all such work is subject to the approval of the City Engineer. Drawings must conform to City standards and requirements.
- b) Engineering drawing submissions are to be in accordance with the City's "Engineering Drawing Submission Requirements" Policy. Please note the number of sets and drawings required for submissions.
- c) Quality Control and Assurance Plans must be provided in accordance with the

Subdivision, Development & Servicing Bylaw No. 7900 (Part 5 and Schedule 3).

- d) A “Consulting Engineering Confirmation Letter” (City document ‘C’) must be completed prior to submission of any designs.
- e) Before any construction related to the requirements of this subdivision application commences, design drawings prepared by a professional engineer must be submitted to the City’s Development Engineering Department. The design drawings must first be “Issued for Construction” by the City Engineer. On examination of design drawings, it may be determined that rights-of-way are required for current or future needs.

## 8. Servicing Agreements for Works and Services

- a) A Servicing Agreement is required for all offsite works and services on City lands in accordance with the Subdivision, Development & Servicing Bylaw No. 7900. The applicant’s Engineer, prior to preparation of Servicing Agreements, must provide adequate drawings and estimates for the required works. The Servicing Agreement must be in the form as described in Schedule 2 of the bylaw.
- b) Part 3, “Security for Works and Services”, of the Bylaw, describes the Bonding and Insurance requirements of the Owner. The liability limit is not to be less than \$5,000,000 and the City is to be named on the insurance policy as an additional insured.

## 9. Other Engineering Comments

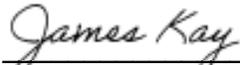
- a) Provide all necessary Statutory Rights-of-Way for any utility corridors as required.
- b) If any road dedication affects lands encumbered by a Utility right-of-way (such as Fortis, etc.) please obtain the approval of the utility prior to application for final subdivision approval. Any works required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

## 10. Geotechnical Report

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

**11. Charges and Fees**

- a) Development Cost Charges (DCC's) are payable.
- b) Fees per the "Development Application Fees Bylaw" include:
  - i) Engineering and Inspection Fee: 3.5% of construction value (plus GST).
- c) Spec Area fees: **\$2,926.48**



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James Kay, P. Eng.  
Development Engineering Manager

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**CITY OF KELOWNA**  
**BYLAW NO. 11813**  
**Z18-0125 – 540 Froelich 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 26, Township 26, ODYD, Plan 17602, located on Froelich Road, Kelowna, BC from the RU1 – Large Lot Housing zone to the RM3 – Low Density Multiple Housing zone
2. This bylaw shall come into full force and effect and is binding on all persons as and from the date of adoption.

Read a first time by the Municipal Council this

Considered at a Public Hearing on 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. 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 25<sup>th</sup> day of March, 2019.

Considered at a Public Hearing on the 9<sup>th</sup> day of April, 2019.

Read a second and third time by the Municipal Council this 9<sup>th</sup> day of April, 2019.

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. 11787**  
**Z19-0042 – 1222 Kyndree Ct**

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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, Section 8, Township 23, ODYD, Plan 33589 located on Kyndree Ct, Kelowna, BC from the A1 – Agriculture 1 zone to the RR3 – Rural Residential 3 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 18<sup>th</sup> day of March, 2019.

Considered at a Public Hearing on the 9<sup>th</sup> day of April, 2019.

Read a second and third time by the Municipal Council this 9<sup>th</sup> day of April, 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:** April 15, 2019  
**File:** 0610-51  
**To:** City Manager  
**From:** Colleen Cornock, Crime Prevention Supervisor  
**Subject:** 2019 Public Safety and Crime Survey

Prepared as supplemental to the presentation by NRG Research Group

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**Recommendation:**

THAT Council receives for information, the Report from the Crime Prevention Supervisor, dated April 15, 2019 with respect to the results of the 2019 Public Safety and Crime Survey.

**Purpose:**

To present the results of the 2019 Public Safety and Crime Survey.

**Background:**

As part of a deeper dive into the 2018 Citizen Survey results around the topic of community safety, the City of Kelowna commissioned NRG Research Group to conduct a statistically significant telephone survey with Kelowna residents. The main purpose of the study was to better understand residents' perception of crime and safety in the city of Kelowna as a whole and within specific regions and neighbourhoods to help develop programs and services that will best serve the community.

The objectives of the survey were to:

- Determine Kelowna residents' perceptions of their own neighbourhoods;
- Assess Kelowna residents' perceptions of crime and feelings of safety in various regions within the city;
- Assess changes in perceived levels of property crime within the last 12 months;
- Determine which crime-related problems cause worry;
- Assess the role the potential for crime and victimization and crime in general plays in residents' daily lives;
- Determine the prevalence of criminal victimization of residents and the extent to which crimes are reported to the police; and,
- Capture resident demographics.

The 2019 telephone survey was conducted through cell phone and landline methodology with the final sample size of 300 adult Kelowna residents. The data collection period was from February 27 through March 6, 2019. The data was weighted to reflect the city's demographics according to the 2016 Census. The survey results are accurate within 5.7 %, at the 95% level of confidence.

## **Overall Results**

Results are generally positive and nearly all residents feel very safe or somewhat safe in their neighbourhood during the daytime (99%) and in their residence during the daytime (98%).

Open-ended responses from respondents mentions low crime rates as the primary reason for why they feel their neighbourhood is safe relative to others in the city. Secondary issues mentioned include:

- Good neighbours/neighbourhood watch
- Residential area/Family oriented
- Secluded/rural area
- Gated community
- Police presence in area

Both the prospect of being victimized by a crime and crime in general never or rarely affects nearly seven-in-ten residents citywide. For those who indicate that either the prospect of being victimized by a crime or crime in general affects their life most or some of the time (31%), the top reason given was that it causes them stress and worry or that they feel unsafe (29%).

## **Top community issues**

The primary reason for residents in all regions rating their neighbourhood as unsafe is the presence of people without homes and open drug use. In addition, citywide, residents think the most important crime-related problems are breaking and entering/property crimes and drug use. Central Kelowna cited these issues significantly more than those of North and North East Kelowna or East and East Central Kelowna. One-quarter of residents citywide believe the property crime rate has risen in their neighbourhood over the past 12 months and one-half believe property crime has increased in the city overall. Of all residents who experienced crime in the city in the past 12 months, nine-in-ten had experienced property crime. Based on this, staff will continue to developed programs within the City's Crime Prevention Unit that focus on addressing property crime.

Overall, nearly three-in-ten residents (28%) have been a victim of a crime in the city of Kelowna in the past year. Of those, just over one-half (53%) say that they reported the crime to the police. This assists in confirming staff's current understanding of crime reporting frequency relative to actual incidents, staff will continue to resource programs and strategies aimed at increasing reporting of incidents of crime and building awareness in the community regarding 'who to call, and when'.

The entire survey report is available to the pubic online, anyone that would like more details can visit: [Kelowna.ca/safety](http://Kelowna.ca/safety) to see the [Public Safety and Crime Survey Report](#).

**Internal Circulation:**

Divisional Director, Human Resources & Community Safety  
Acting Director of Community Safety  
City Clerk  
Community Communications Manager  
Communications Consultant  
Superintendent RCMP

Submitted by:

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**Approved for inclusion:**



Divisional Director, Human Resources & Community Safety

cc:

Police Services Manager



# City of Kelowna

## Public Safety & Crime Survey

**April 8, 2019**

Prepared by:

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# Background

The City of Kelowna commissioned NRG Research Group to conduct a statistically significant telephone survey with residents of the City of Kelowna. The main purpose of the study is to better understand residents' perception of crime and safety in the City of Kelowna as a whole and within specific regions and neighbourhoods to help develop programs and services that will best serve the community.

The primary objectives of the survey are to:

- ✓ Determine Kelowna residents' perceptions of their own neighbourhoods;
- ✓ Assess Kelowna residents' perceptions of crime and feelings of safety in various regions within the City;
- ✓ Assess changes in perceived levels of property crime within the last 12 months;
- ✓ Determine which crime-related problems cause worry;
- ✓ Assess the role the potential for crime and victimization and crime in general plays in residents' daily lives;
- ✓ Determine the prevalence of criminal victimization of residents and the extent to which crimes are reported to the police; and,
- ✓ Capture resident demographics.

# Methodology, Weighting & Analysis

**Approach:** The survey was conducted by telephone (both landlines and cellular phones), with a pre-test held on February 26, 2019 and the data collection period from February 27 through March 6, 2019. Of the 300 total respondents, 196 completed the survey via landline and 104 completed it via cell phone. The survey instrument, available in Appendix 2, was developed by NRG Research Group in collaboration with the City of Kelowna. The results were weighted to reflect the known age, gender and area parameters of the City of Kelowna according to the 2016 Census.

NRG surveyed City of Kelowna residents 18 years of age or older. The sample was obtained using random digit dialing (RDD) and a next-birthday method of respondent selection. Prior to data collection, quotas were established by age category, gender, and FSA Zones in accordance to their representation in the population.

**Response Rate:** For the sample of 300 respondents from the City of Kelowna, the margin of error is +/- 5.7%, at the 95% level of confidence.

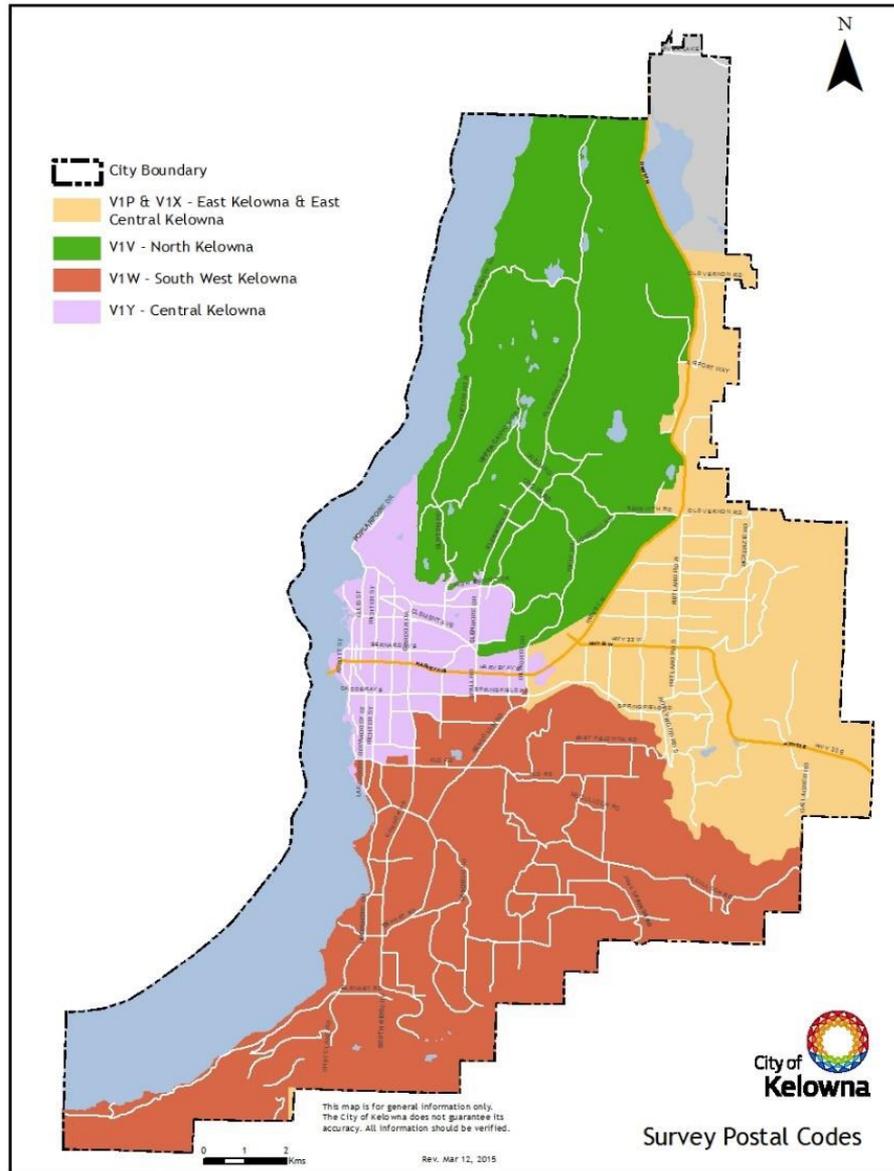
**Notes for Interpretation:** Where more than one response is allowed for a single question (multiple response), and percentages do not add to 100%, charts are marked. Responses for a single-response question may also not add to 100% due to rounding.

For the purposes of this study, neighbourhoods are defined by FSA (first three postal code digits):

- V1W – South West Kelowna (includes Lakeshore south of KLO, Guisachan, Benvoulin, Hall Road, Southeast Kelowna, North Okanagan Mission, South Okanagan Mission).
- V1Y – Central Kelowna (includes Downtown, North End, South Glenmore, Orchard Park, KGH, Okanagan College, Pandosy north of KLO).
- V1V – North Kelowna (includes Clifton, Glenmore Valley, Dilworth, McKinley, Quail Ridge, Sexsmith).
- V1X/V1P – East Central Kelowna/East Kelowna (includes Hwy 97 North, Rutland, Toovey, Belgo, Black Mountain, Rutland Bench).

See following page for a map of these neighbourhoods.

## FSA Zones



Weight parameters were developed for the entire dataset of completed surveys to reflect the demographic profile of Kelowna residents.

Using 2016 Census data for the City of Kelowna, the appropriate proportions of sex (male and female) and age (18-34, 35-54, 55+) groups were determined.

This results in a matrix of proportions that add up to 100%.

By dividing the survey obtained proportions into the Census proportions (parameters), weights for each group were calculated. Each case was up or down-weighted in accordance with its under or over representation in the sample so that the total weighted counts match the Census data.

	M 18-34	M 35-54	M 55+	F 18-34	F 35-54	F 55+
City of Kelowna (parameter)	0.138	0.148	0.194	0.134	0.156	0.230
City of Kelowna (obtained)	0.093	0.150	0.210	0.043	0.183	0.320
<b>City of Kelowna (Weights)</b>	<b>1.479</b>	<b>0.987</b>	<b>0.924</b>	<b>3.092</b>	<b>0.851</b>	<b>0.719</b>

The analysis contained in this report use the following guidelines:

- Most questions are reported as an overall total and also by the four neighbourhoods to highlight any notable differences across these subgroups. Note that the Total or “Citywide” is a simple sum of the four regions.
- Statistical testing determines if differences between subgroups are significant or, in contrast, fall within the margin of error. Results in this report were tested using the 95% confidence level. Essentially, this means that differences found to be statistically significant are considered ‘real’ differences (nineteen times out of twenty) and not a result of variability from sampling (margin of error). Results found to be statistically significant are noted; values circled (○) are significantly different from the squared (□) values.
- In some cases, the summary statistics (e.g., the total percent positive) when compared to the sum of the individual percentages across the five point scales may not appear to be added correctly (i.e., off by +/- 1 percentage point). However these differences are due to rounding and the percentages shown are correct. Note that “refused” responses are sometimes grouped with “don’t knows” to simplify the presentation of results.
- Results with small base sizes in the neighbourhood sub-analysis should be interpreted with caution.

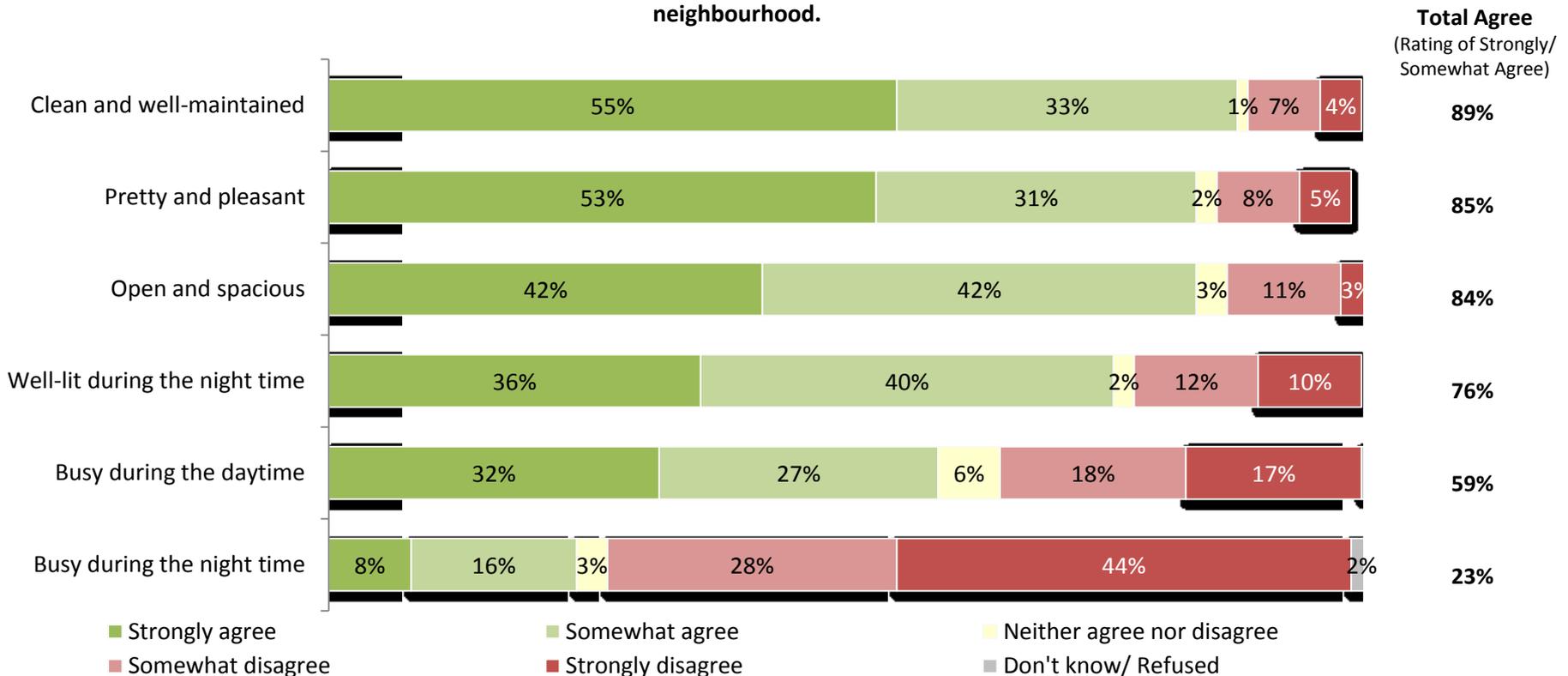
# Results:

## *Perceptions of Safety & Crime*

# Neighbourhood Characteristics

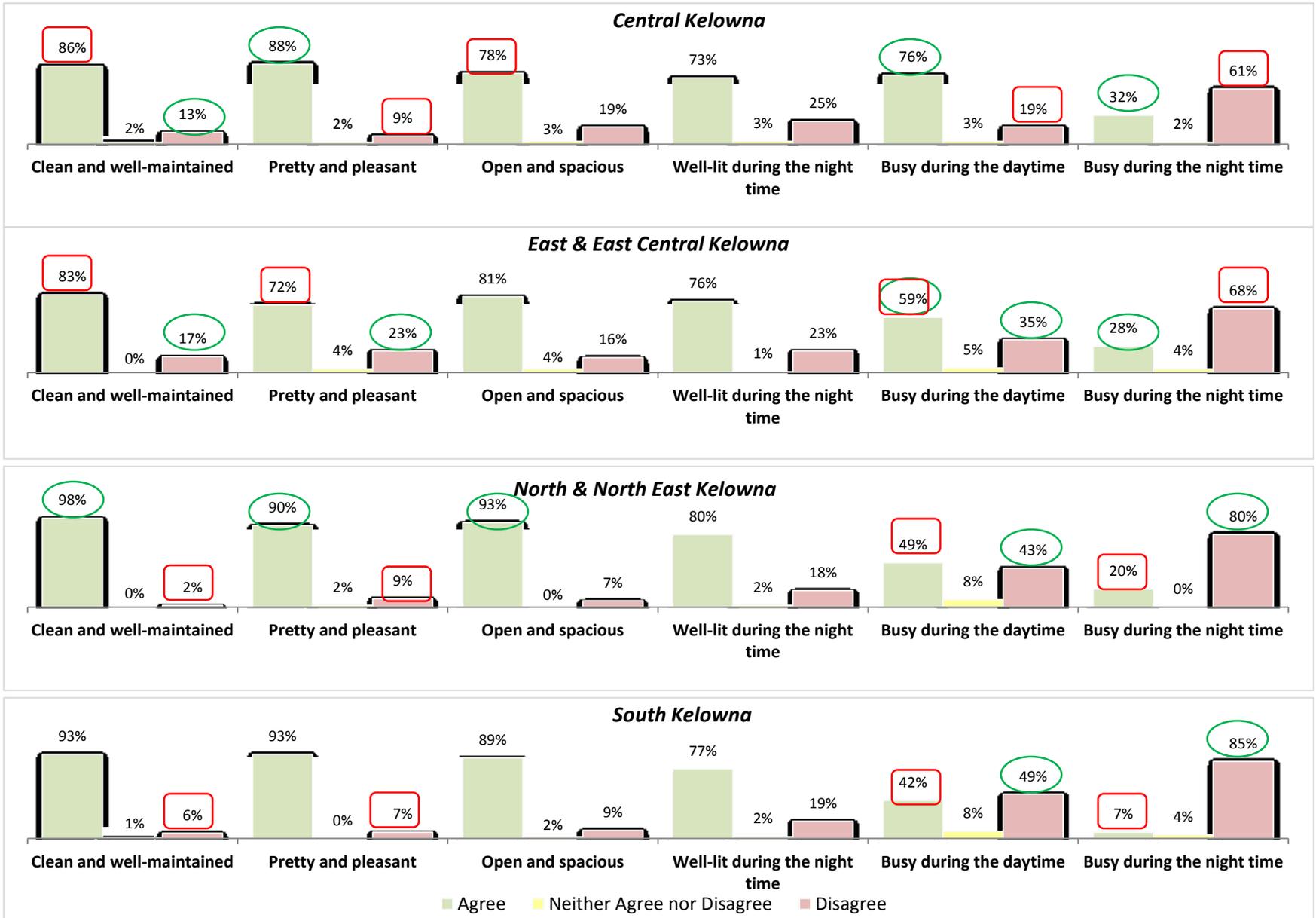
- Overall, nine-in-ten (89%) residents agree (ratings of “strongly agree” and “somewhat agree” combined) their neighbourhood is clean and well-maintained. Residents in North & North East Kelowna are significantly more likely to agree with this neighbourhood characteristic than those in Central Kelowna and East & East Central Kelowna.
- Residents in East & East Central Kelowna are notably less likely than those in other regions to agree that their neighbourhood is pretty and pleasant (72%).
- Those residing in Central Kelowna, which includes Downtown, are significantly more likely to agree (76%) that their region is busy during the daytime than residents in any of the other regions.

**P1. Please indicate whether you agree or disagree that each characteristic describes your neighbourhood.**



Base: Total sample, n=300

# Neighbourhood Characteristics

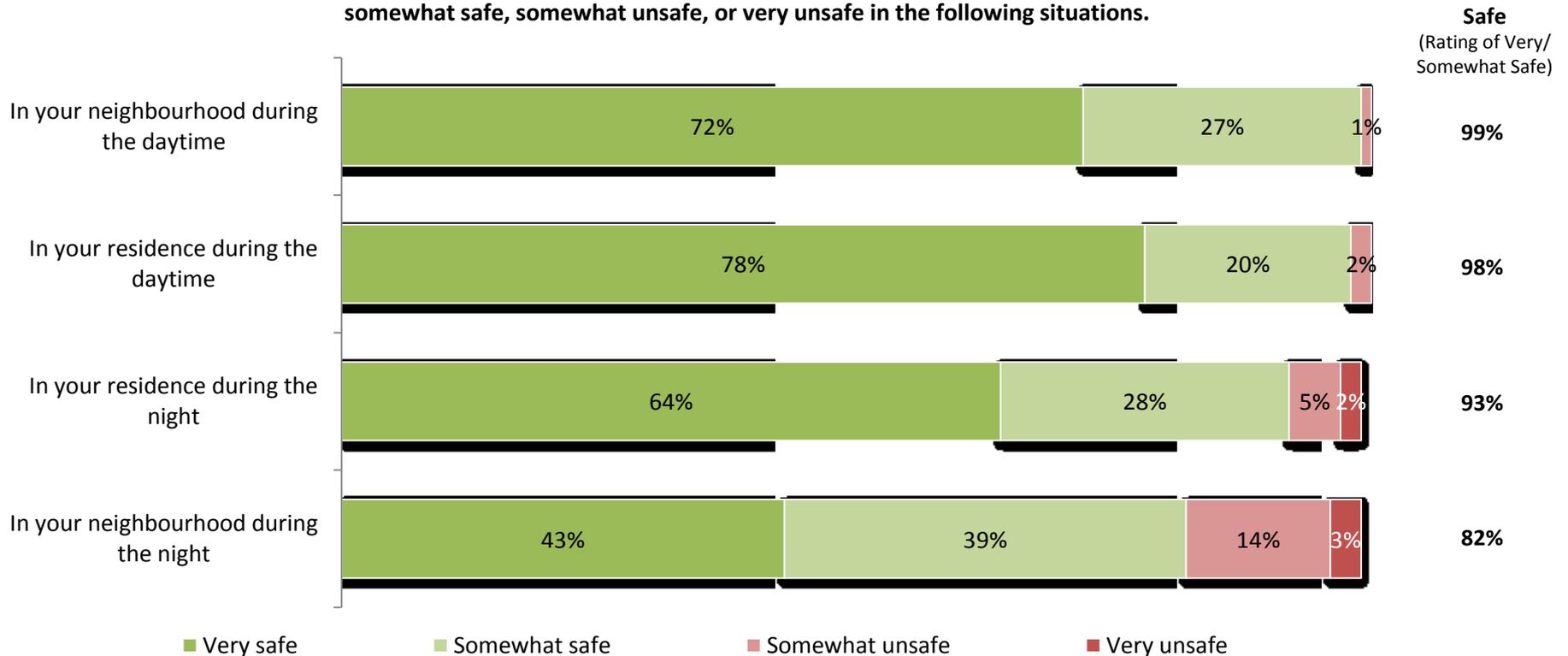


Base: Central Kelowna, n= 81; East & East Central Kelowna, n=92; North & North East Kelowna, n=49; South Kelowna, n=78

# Neighbourhood Safety

- Nearly all residents feel very safe or somewhat safe in their neighbourhood during the daytime (99%) and in their residence during the daytime (98%).
- Residents in Central Kelowna (69%) are significantly less likely than those in other regions to feel very or somewhat safe in their neighbourhood during the night.
- Although the majority of those residing in Central Kelowna feel safe in all four of the scenarios presented, this region has lower safety ratings for each of the four scenarios than the other regions.
- North & North East Kelowna residents feel safest in all four of the scenarios presented compared to other regions.

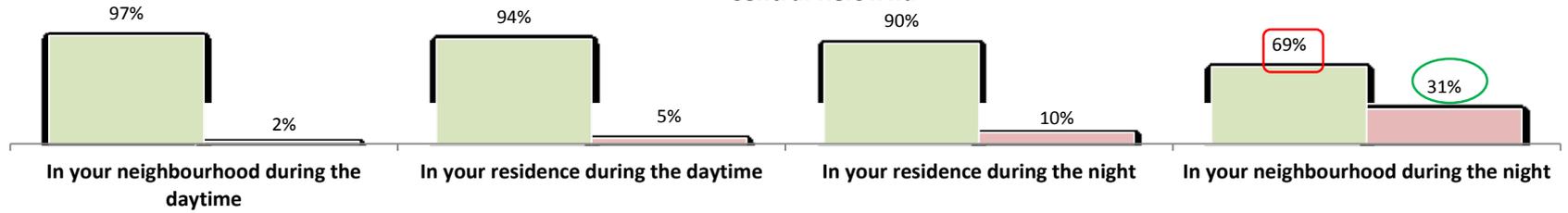
**P2. Again, thinking about the neighbourhood you live in, please tell me whether you feel safe, somewhat safe, somewhat unsafe, or very unsafe in the following situations.**



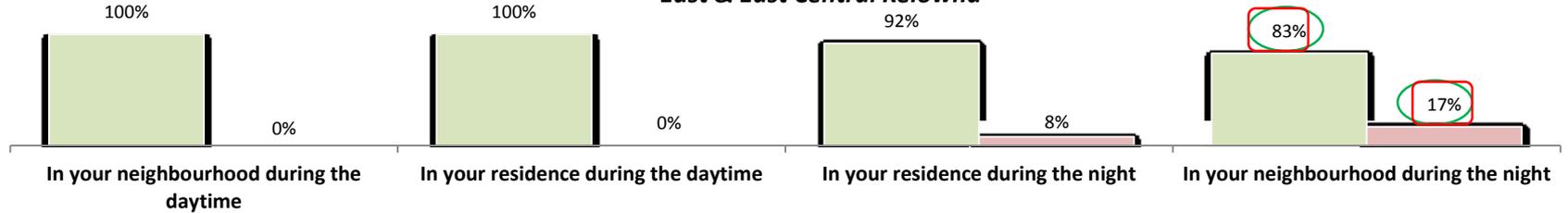
Base: Total sample, n=300

# Neighbourhood Safety

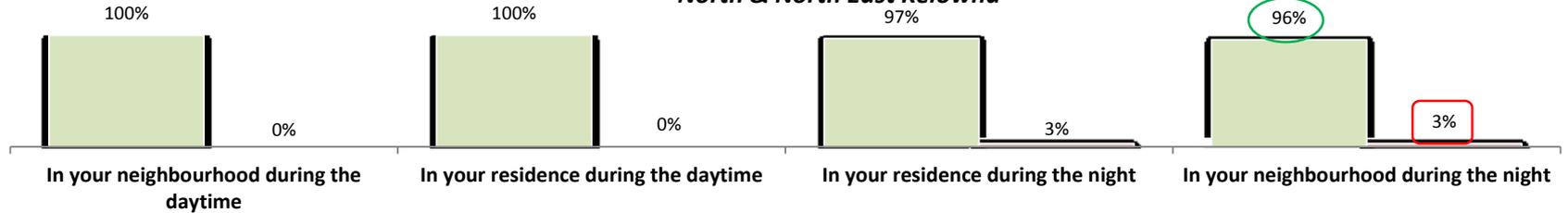
## Central Kelowna



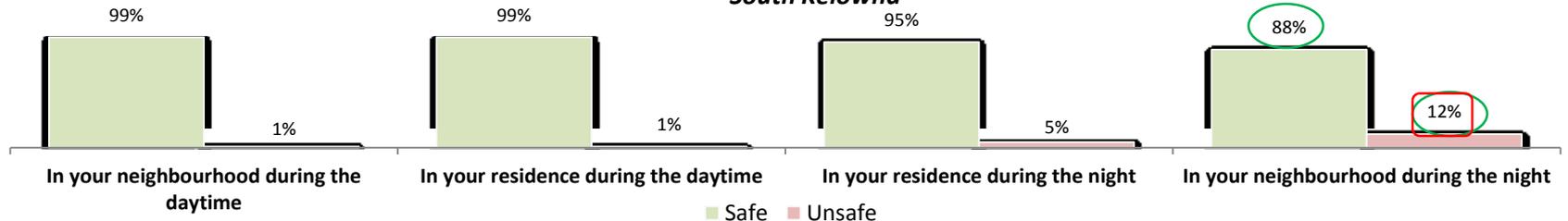
## East & East Central Kelowna



## North & North East Kelowna



## South Kelowna



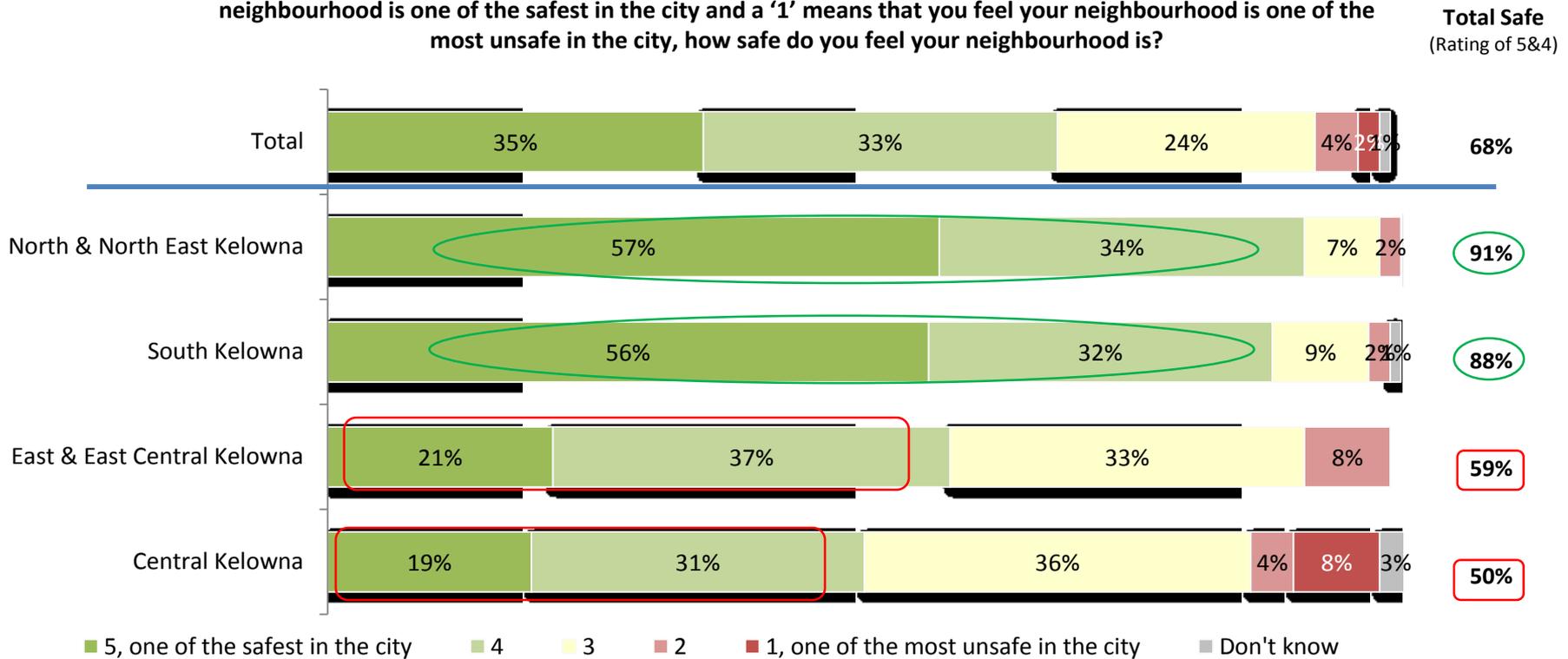
■ Safe ■ Unsafe

Base: Central Kelowna, n=81; East & East Central Kelowna, n=92; North & North East Kelowna, n=49; South Kelowna, n=78

# Impression of Neighbourhood Safety Compared to Other Neighbourhoods

- Residents in North & North East Kelowna are most likely to perceive their neighbourhood to be one of the safest in the City (91% giving ratings of 4 or 5 out of 5) followed closely by those in South Kelowna (88% giving ratings of 4 or 5 out of 5).
- Those with an annual household income of \$150,000 or more are significantly more likely than all other income levels to give the highest safety rating of 5 out of 5.
- Males ages 18-34 are most likely to indicate that their neighbourhood is unsafe (ratings of 1 or 2 out of 5); conversely, males ages 55+ are most likely to perceive their neighbourhood as safe compared to younger age groups.

**P3. Now we would like to get your impression of how safe you feel your neighbourhood is *compared to other neighbourhoods in the city of Kelowna*. Using a scale of one to five, where '5' means you feel that your neighbourhood is one of the safest in the city and a '1' means that you feel your neighbourhood is one of the most unsafe in the city, how safe do you feel your neighbourhood is?**

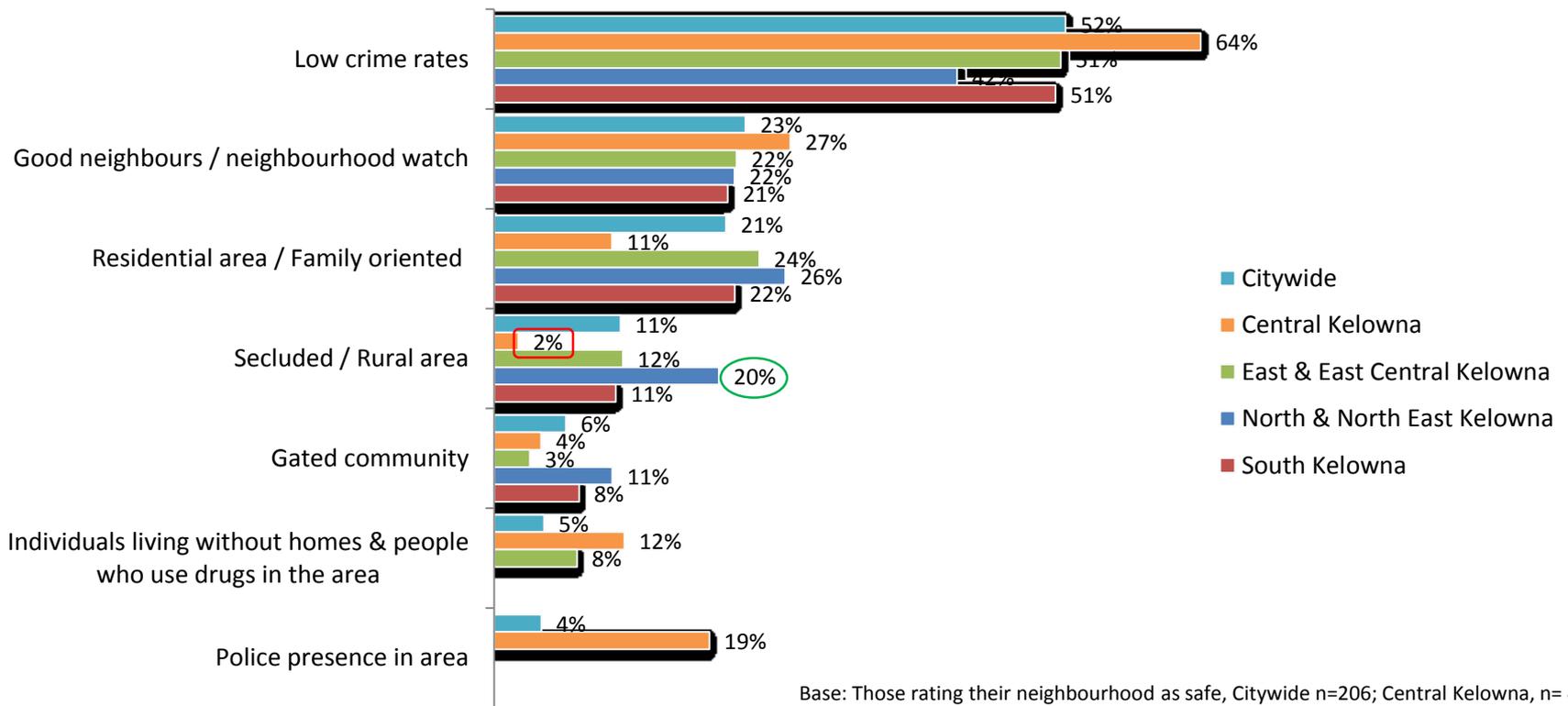


Base: Total sample, n=300; Central Kelowna, n= 81; East & East Central Kelowna, n=92; North & North East Kelowna, n=49; South Kelowna, n=78

# Reasons for Perceived Level of Safety – Total Safe

- Low crime rates (52%) emerge as the top reason for residents feeling their neighbourhood is safe relative to other neighbourhoods in the City. This was followed by comments relating to good neighbours or neighbourhood watch (23%), and that it is a residential or family-oriented area (21%).
- Residents ages 18-24 are most likely to cite low crime rates as a reason for considering their neighbourhood safe relative to other age groups.

P3a. Can you tell me the primary reason you feel this way? (Safe)



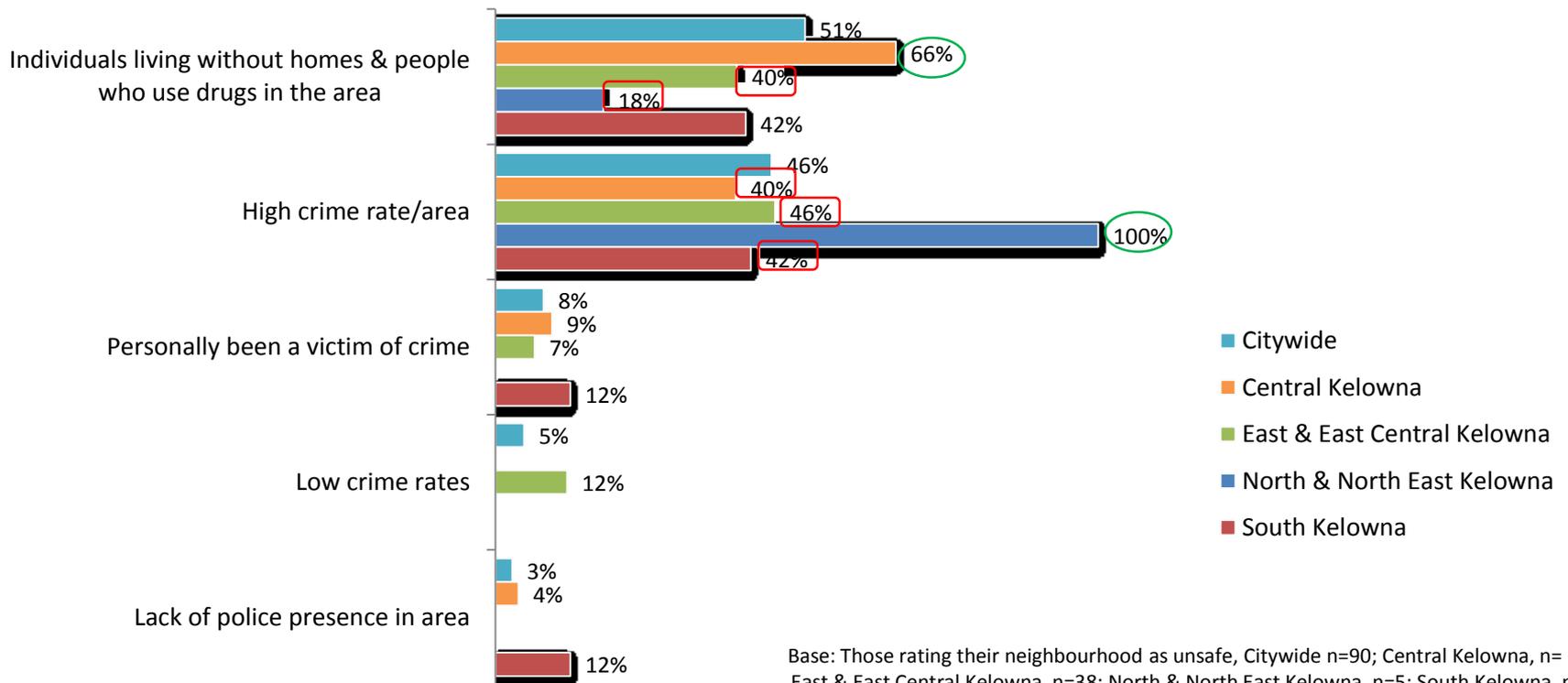
Base: Those rating their neighbourhood as safe, Citywide n=206; Central Kelowna, n= 40; East & East Central Kelowna, n=54; North & North East Kelowna, n=44; South Kelowna, n=68

\*Multiple response question. Responses of 3% or less are now shown.

# Reasons for Perceived Level of Safety – Total Unsafe

- The primary reason overall for residents rating their neighbourhood as unsafe is “individuals living without homes and people who use drugs in the area” (51%), followed by high crime rate in the area (46%).
- However, “individuals living without homes and people who use drugs in the area” is cited significantly more by Central Kelowna residents (66%) than those in North & North East Kelowna (18%) or East & East Central Kelowna (40%). *Please note that regional results should be interpreted with caution and directional only due to small sample sizes.*
- All residents in North & North East Kelowna mention “high crime rate in the area” as a reason for feeling unsafe.

**P3a. Can you tell me the primary reason you feel this way? (Unsafe)**



Base: Those rating their neighbourhood as unsafe, Citywide n=90; Central Kelowna, n= 38; East & East Central Kelowna, n=38; North & North East Kelowna, n=5; South Kelowna, n=9

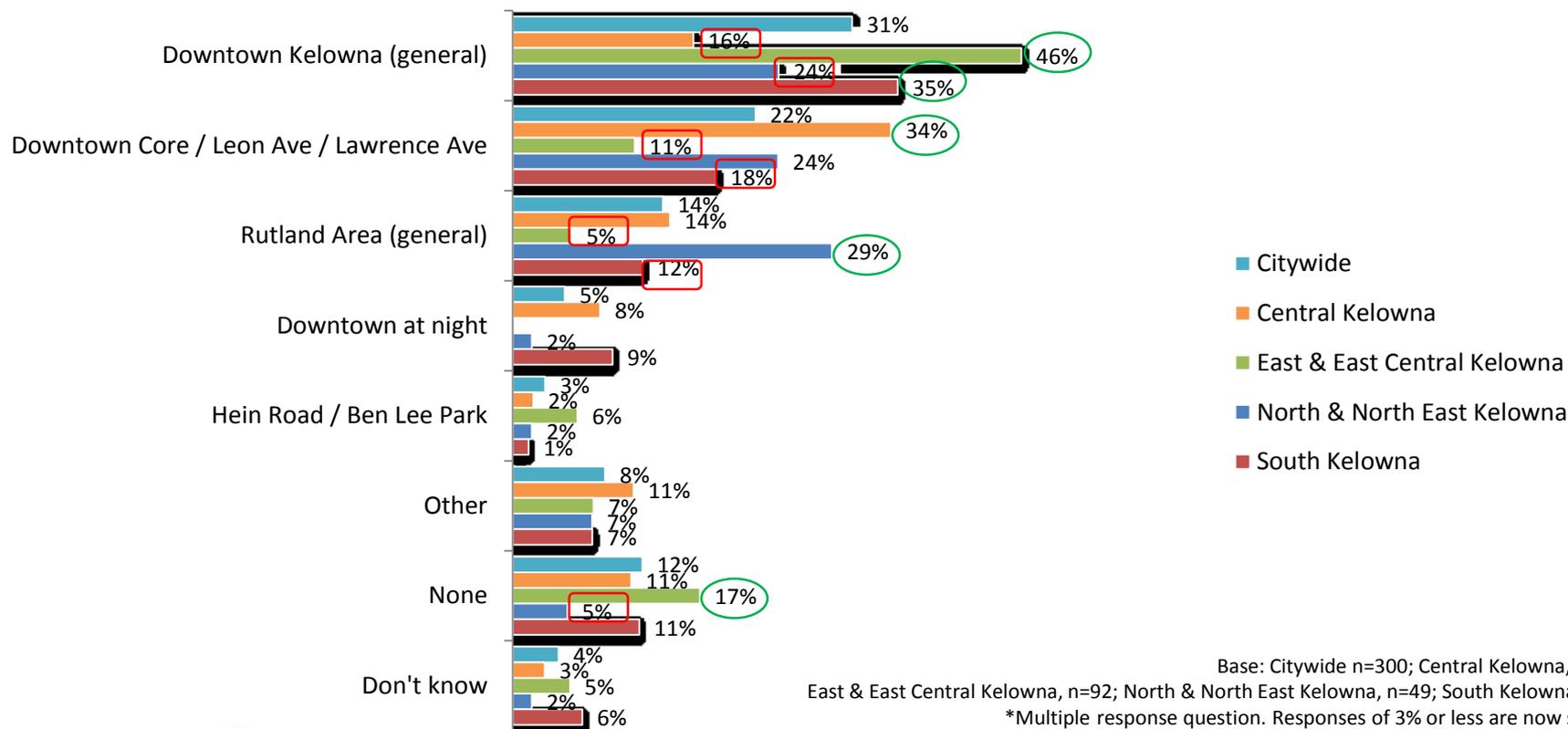
\*Caution: Results at the regional level should be interpreted as directional only due to small base sizes

\*Multiple response question. Responses of 2% or less are now shown.

# Less Safe Neighbourhoods

- Not surprisingly, regional opinions differ in terms of which neighbourhoods they feel less safe in or believe to be less safe relative to other neighbourhoods in Kelowna.
- Those who have been a victim of a crime in the last 12 months in the City of Kelowna are significantly more likely to mention “Rutland Area” as an unsafe neighbourhood than those who have not been a victim of a crime (22% vs 10%).
- Residents in East & East Central Kelowna (46%) are significantly more likely than those in Central Kelowna (16%) or North & North East Kelowna (24%) to mention “Downtown Kelowna” in general as an area they feel less safe or consider less safe.
- Residents ages 45 years and older are most likely to cite “Downtown Kelowna” in general as a less safe neighbourhood compared to their younger counterparts.

### P3b. Are there any particular areas or neighbourhoods in Kelowna that you do not feel safe in or that you consider less safe relative to other neighbourhoods?

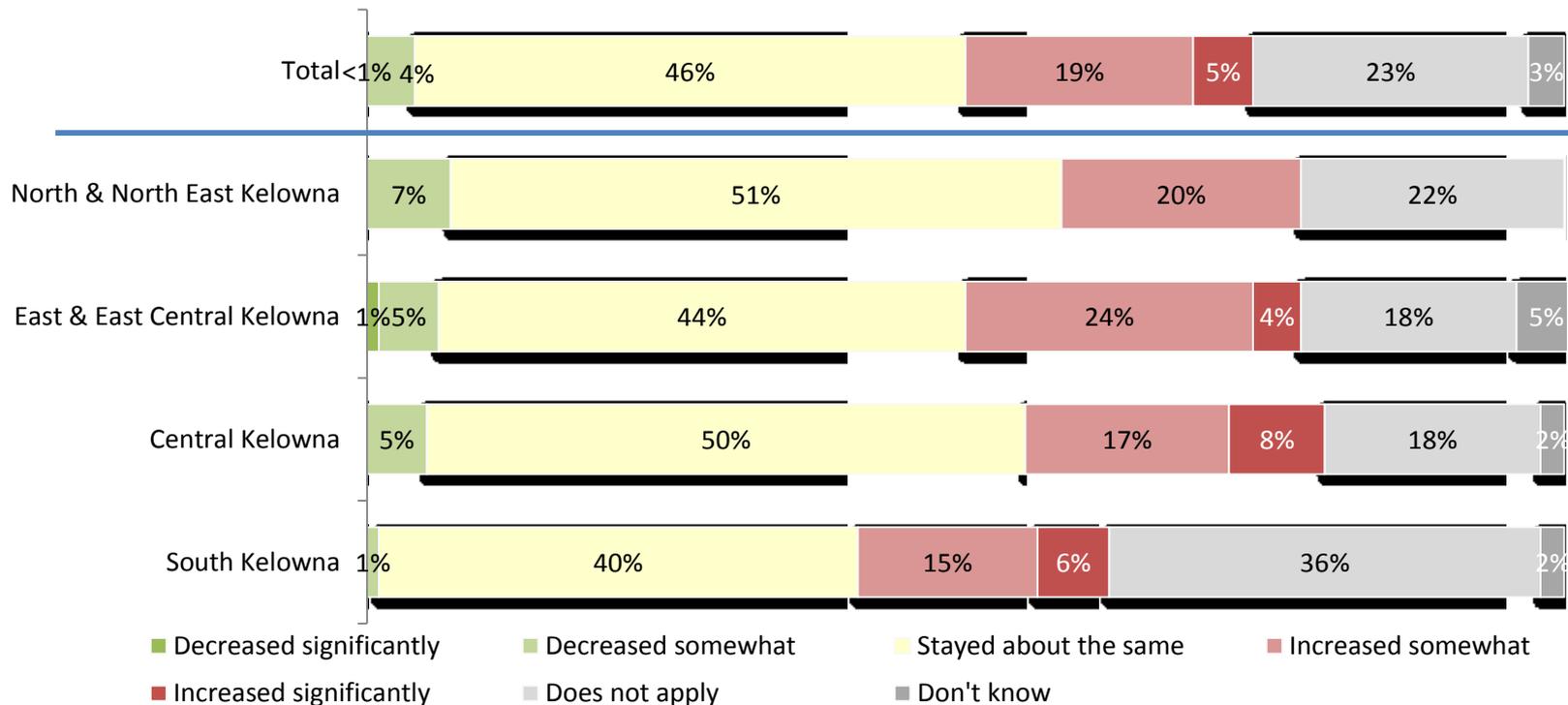


Base: Citywide n=300; Central Kelowna, n= 81; East & East Central Kelowna, n=92; North & North East Kelowna, n=49; South Kelowna, n=78  
 \*Multiple response question. Responses of 3% or less are now shown.

# Perceived Level of Neighbourhood Property Crime

- Only 4% of residents Citywide feel the level of property crime in their neighbourhood has decreased in the 12 months preceding the survey, whereas nearly one-quarter (24%) believe property crime rates have increased.
- Those who indicate that the potential for crime and victimization affects their life and those who say their lives are affected by crime in general are significantly more likely to believe that property crime rates have increased in their neighbourhood in the past 12 months. Similarly, those who have been a victim of a crime in Kelowna in the past 12 months are also more likely to indicate that property crime levels have risen in their neighbourhood than those who have not been a victim of a crime (44% vs 17%).

**P4. In the past 12 months, would you say the level of property crime in your neighbourhood has increased significantly, increased somewhat, stayed about the same, decreased somewhat, or decreased significantly?**

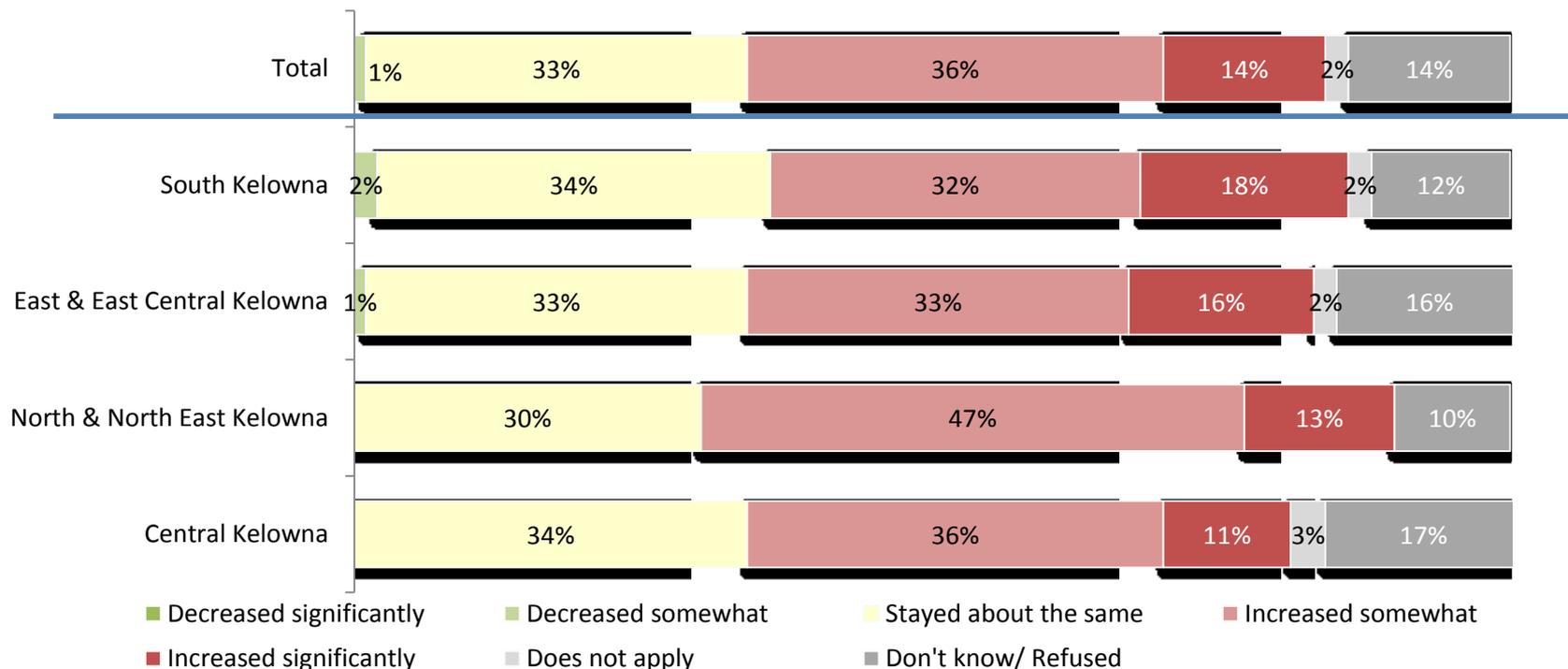


Base: Total sample, n=300; Central Kelowna, n= 81; East & East Central Kelowna, n=92; North & North East Kelowna, n=49; South Kelowna, n=78

# Perceived Level of Property Crime in the City Overall

- Residents Citywide are more likely to believe the level of property crime in the City overall (50%) has increased in the past 12 months compared to the level of property crime in their own neighbourhood (24%) during the same time period.
- Similar to property crime perceptions at the neighbourhood level, those who indicate that the potential for crime and victimization affects their life and those who say their lives are affected by crime in general are significantly more likely to believe that property crime rates have increased in the city in the past 12 months. As well, those who have been a victim of a crime in Kelowna in the past 12 months are also more likely than those who haven't to indicate that property crime levels have risen.
- Residents age 18-24 years tend more to indicate that the level of property crime in the city has remained the same out of all other age groups.

**P5. In the past 12 months, would you say the level of property crime in the city has increased significantly, increased somewhat, stayed about the same, decreased somewhat, or decreased significantly?**

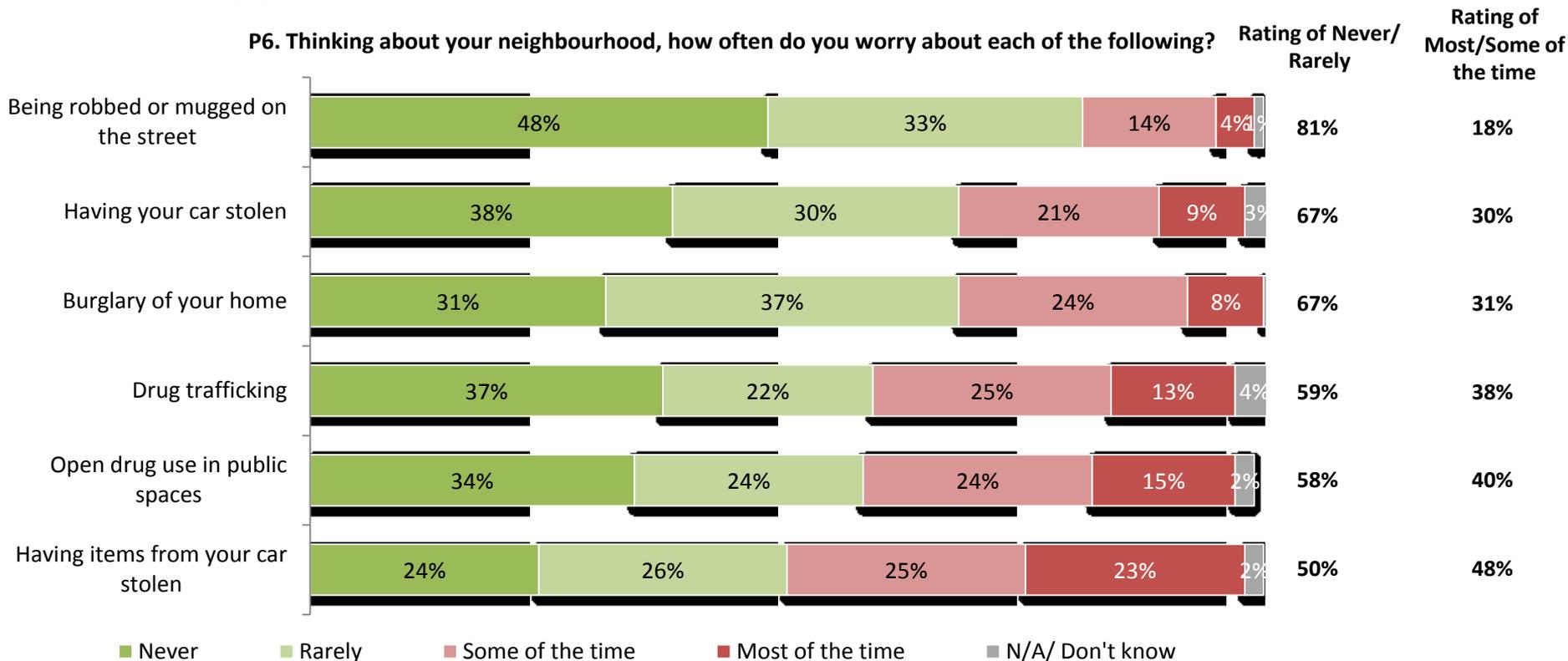


Base: Total sample, n=300; Central Kelowna, n= 81; East & East Central Kelowna, n=92; North & North East Kelowna, n=49; South Kelowna, n=78

# Neighbourhood Areas of Worry

- Overall, eight-in-ten (81%) residents never or rarely worry about being robbed or mugged on the street, while two-thirds (67%) each say they never or rarely worry about having their car stolen or their home burglarized.
- Residents in Central Kelowna and East & East Central Kelowna tend to worry more often than those in North & North East Kelowna and South Kelowna about all of the neighbourhood crime-related activities listed.
- Not surprisingly, males (86%) are significantly more likely to indicate that they never or rarely worry about being robbed or mugged on the street than females (76%).
- Residents with household incomes above \$100,000 are significantly more likely than those with household incomes of less than \$100,000 to indicate that they never or rarely worry about being robbed or mugged on the street.
- Residents ages 45-54 are the most likely to worry about drug trafficking (52%) and burglary of their homes (47%) than all other age groups.

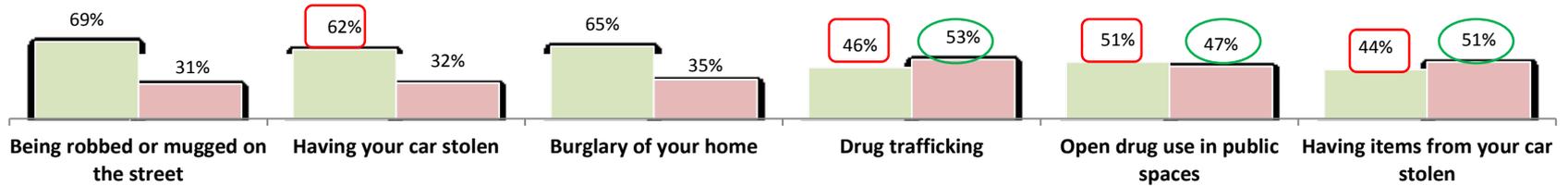
**P6. Thinking about your neighbourhood, how often do you worry about each of the following?**



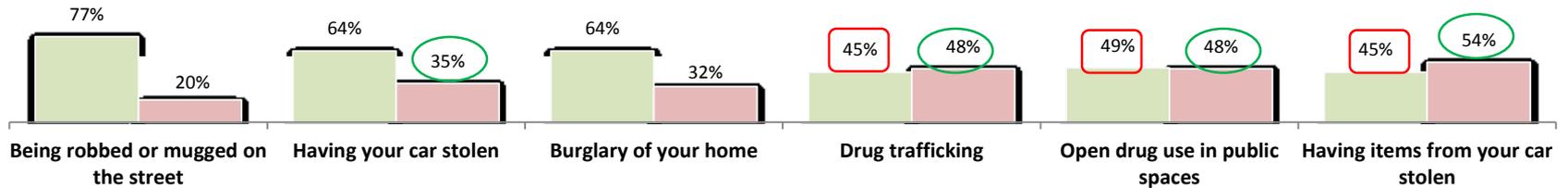
Base: Total sample, n=300

# Neighbourhood Areas of Worry – By Region

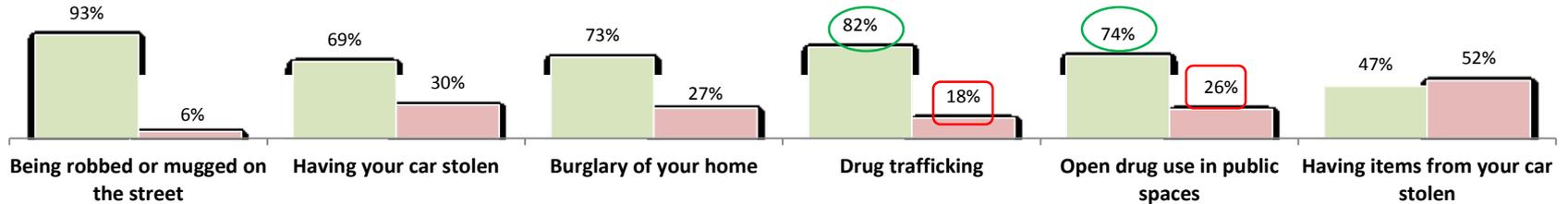
## Central Kelowna



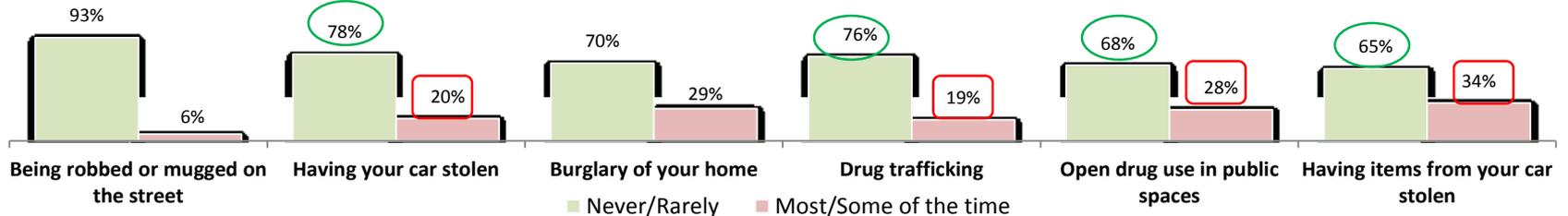
## East & East Central Kelowna



## North & North East Kelowna



## South Kelowna

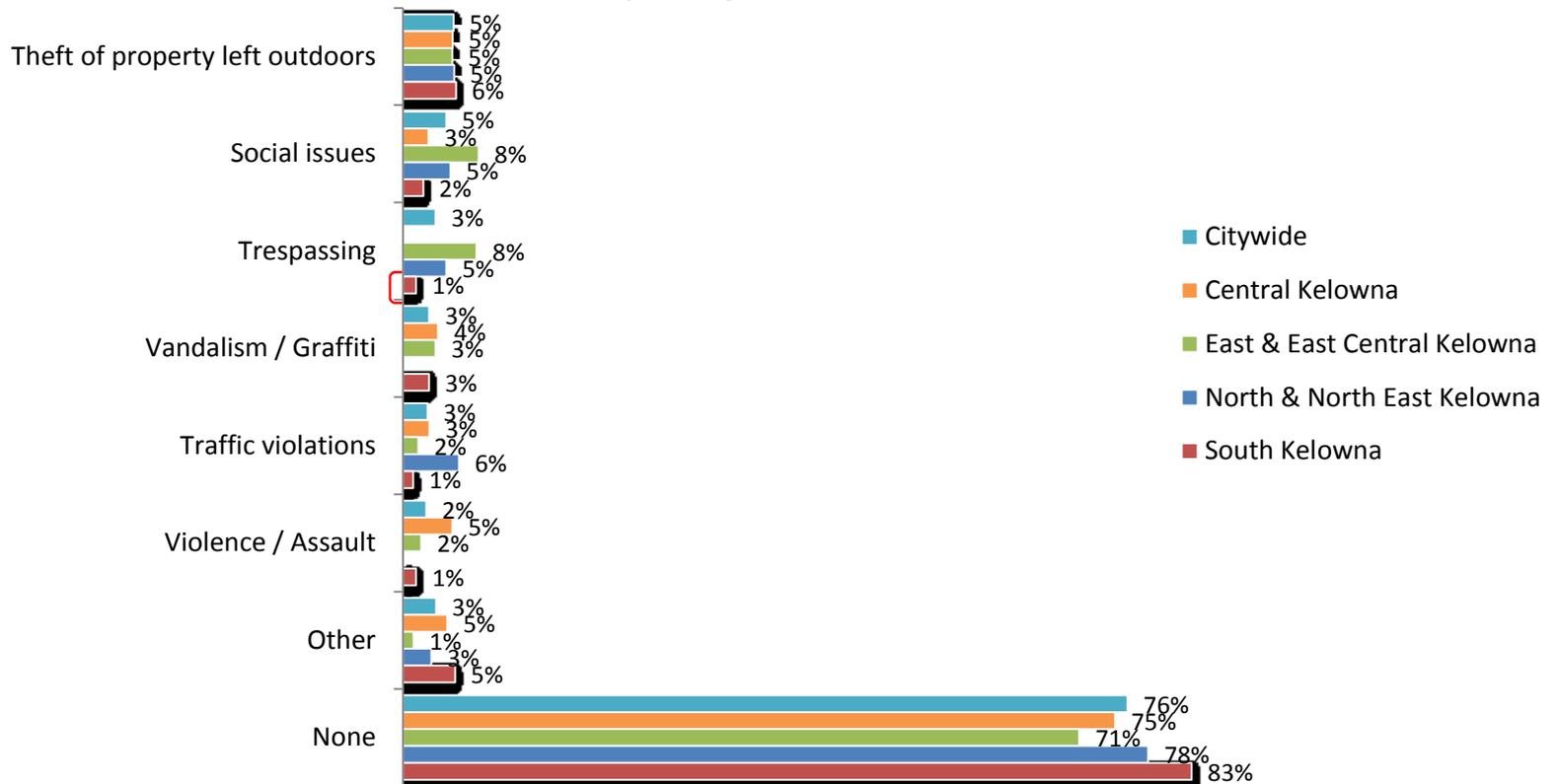


Base: Central Kelowna, n= 81; East & East Central Kelowna, n=92; North & North East Kelowna, n=49; South Kelowna, n=78

# Other Neighbourhood Crime-Related Areas of Worry

- When asked if they have any other crime-related problems that they worry about in their neighbourhood, the majority (76%) of residents do not mention any others.
- Of those who do, Citywide, 5% of residents each worry about theft of property left outdoors and various social issues.
- Residents in East & East Central Kelowna tend more to worry about social issues (8%) and trespassing (8%) than residents in other regions.

**P6other. Other than what we've already mentioned, are there any other crime-related problems that you worry about in your neighbourhood?**



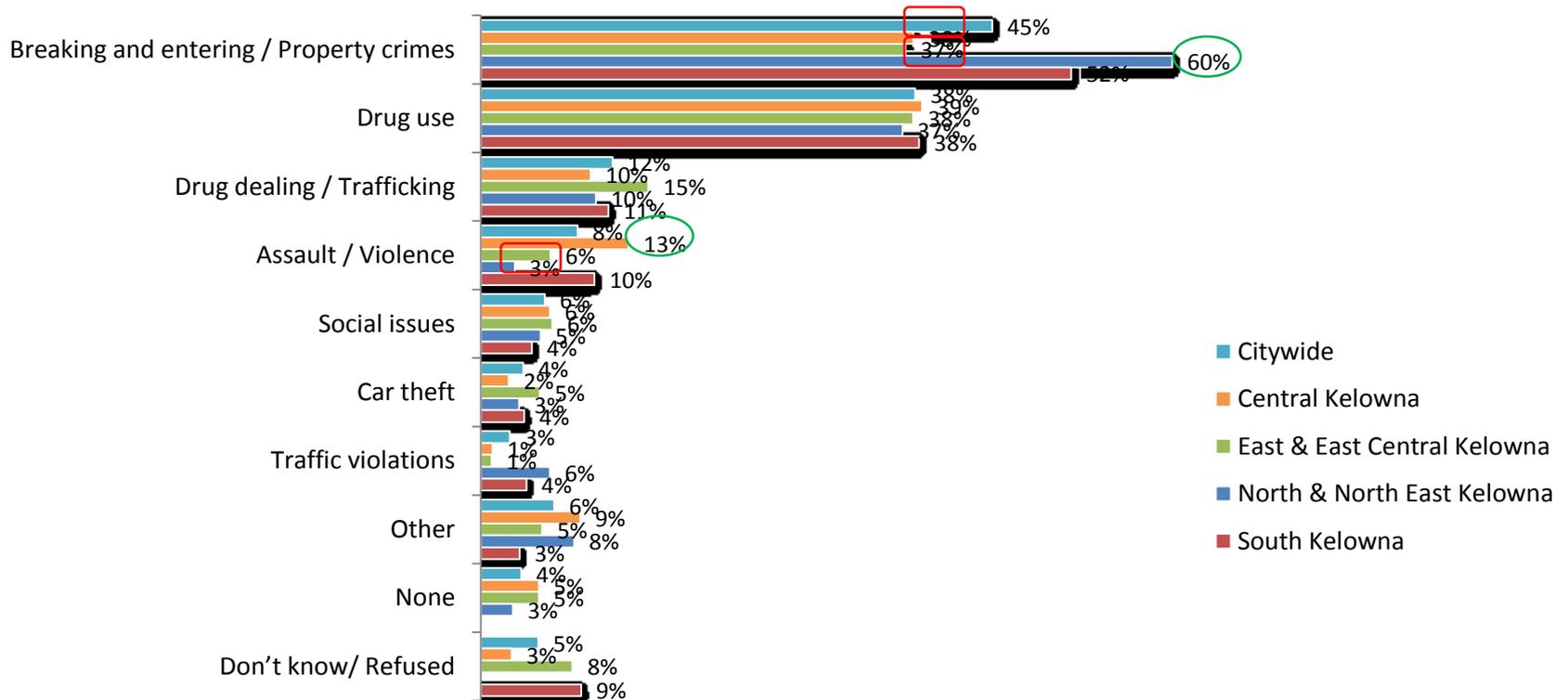
Base: Citywide, n=300; Central Kelowna, n= 81; East & East Central Kelowna, n=92; North & North East Kelowna, n=49; South Kelowna, n=78

\*Multiple response question. Responses of 1% or less are not shown.

# Most Important Crime-Related Problem in the City

- Citywide, residents think the most important crime-related problems are breaking and entering/property crimes and drug use (45% and 38% respectively of total residents).
- Those in Central Kelowna are more apt to mention assault/violence than those in North & North East Kelowna as the most important crime-related problem in the city.
- Residents in North & North East Kelowna (60%) are significantly more likely than those in Central Kelowna (38%) and East & East Central Kelowna (37%) to believe that breaking and entering/property crimes is the most important crime-related problem in the city.
- Residents age 65+ (50%) are more likely to mention drug use as the top crime-related issue in the city than their younger counter-parts.

## P7. What do you think is the most important crime-related problem in the city of Kelowna?



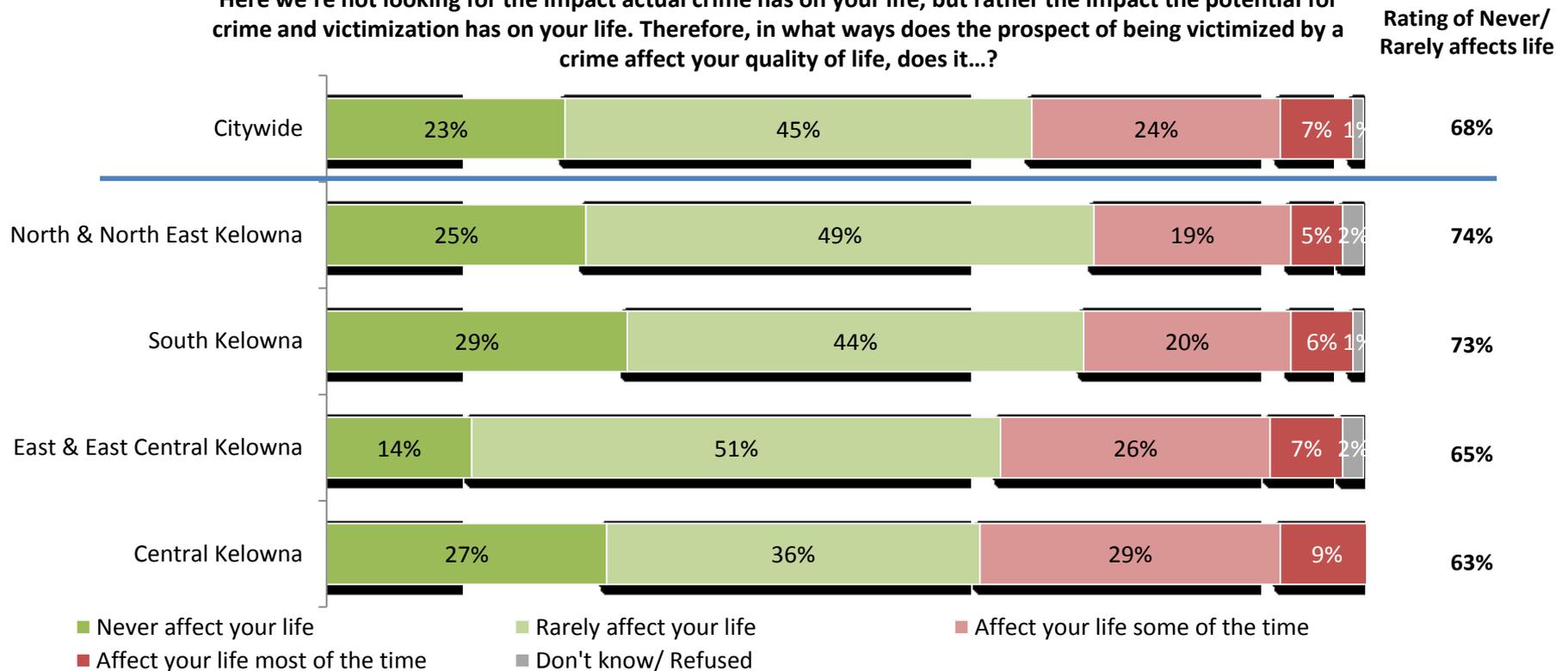
Base: Citywide, n=300; Central Kelowna, n= 81; East & East Central Kelowna, n=92; North & North East Kelowna, n=49; South Kelowna, n=78

\*Multiple response question.

# Affect of Prospect of Being Victimized by a Crime

- The prospect of being victimized by a crime never or rarely affects nearly seven-in-ten (68%) residents Citywide.
- Residents in South Kelowna (29%) are significantly more likely than those in East & East Central Kelowna (14%) to indicate that the prospect of being victimized by a crime never affects their life.
- Males ages 55+ (83%) tend more than any other age/gender groupings to say that the prospect of crime never or rarely affects their lives.
- Those who have been a victim of a crime in the last 12 months in Kelowna (42%) are significantly more likely than those who have not (27%) to indicate that the prospect of being victimized by a crime affects their life most or some of the time.

**P8. My next question is about how the prospect of being victimized by a crime affects your quality of life. Here we're not looking for the impact actual crime has on your life, but rather the impact the potential for crime and victimization has on your life. Therefore, in what ways does the prospect of being victimized by a crime affect your quality of life, does it...?**



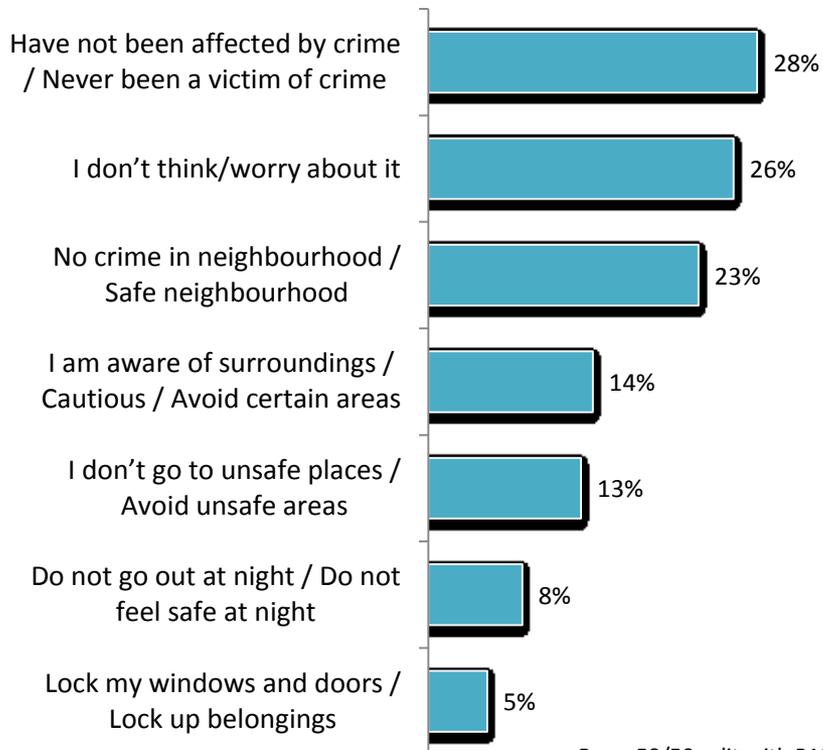
Base: Citywide, n=300; Central Kelowna, n= 81; East & East Central Kelowna, n=92; North & North East Kelowna, n=49; South Kelowna, n=78.

# Prospect of being Victimized

- For those indicating that the prospect of being victimized by a crime never or rarely affects their life, the top reason given is that they have not been affected by a crime or have never been a victim of a crime (28%), followed closed by mentions of “don’t think/worry about it” (26%).
- For those indicating that the prospect of being victimized by a crime affects their life most or some of the time, the top reason given is “causes me stress and worry/ I feel unsafe” (29%) followed by “have been affected by a crime (22%).

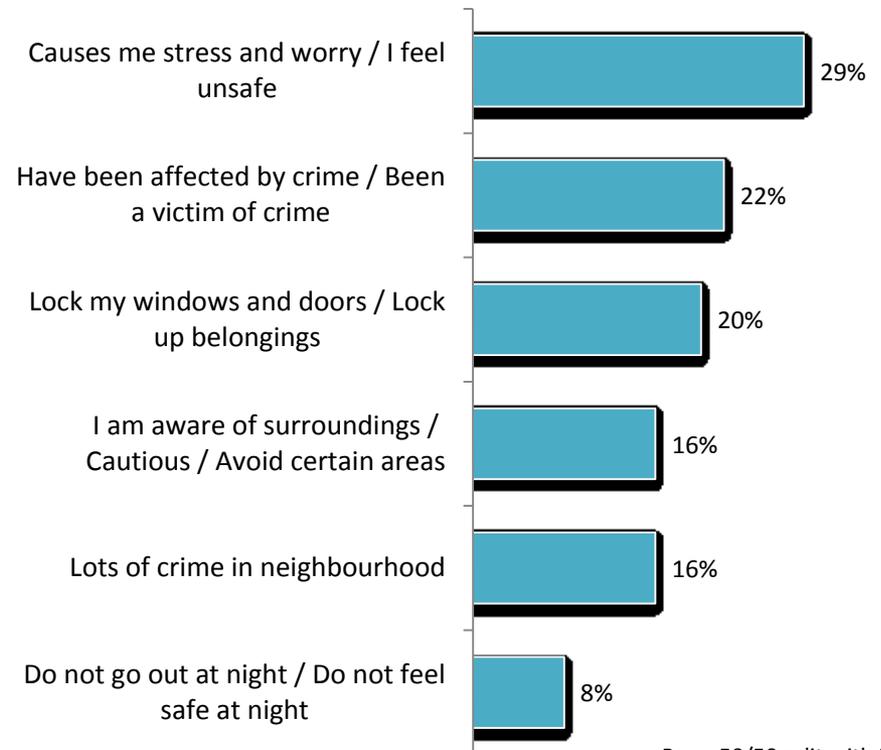
## P10a. Why does the prospect of being victimized by a crime [Insert response from P8]?

**P10a. <Never affect your life/Rarely affect your life>? (Total mentions)**



Base: 50/50 split with P10b.  
Prospect of being victimized rarely/never affects life; Citywide, n=115.

**P10a. <Affect your life most/Some of the time>? (Total mentions)**



Base: 50/50 split with P10b.  
Prospect of being victimized affects life most/some of time; Citywide, n=44.

\*Individual region basis too small to show broken out

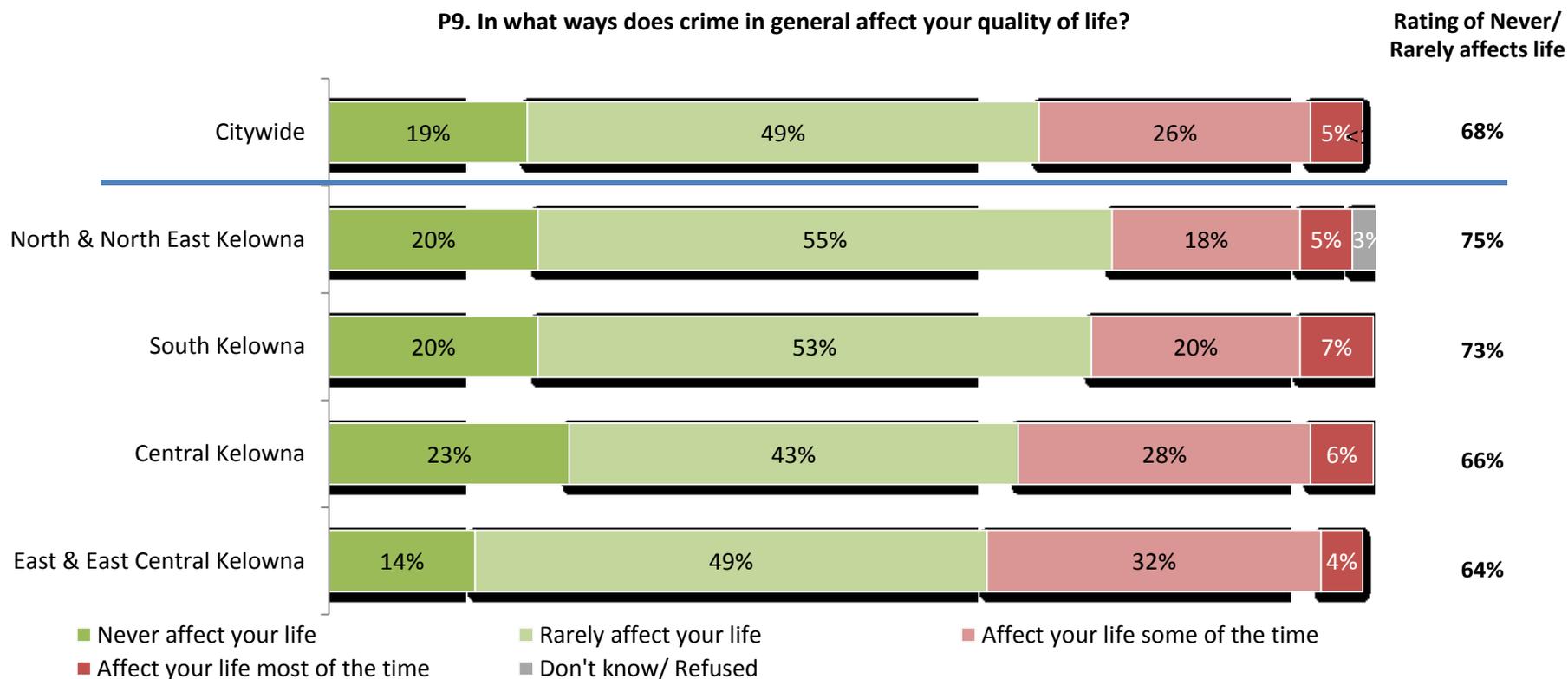
\*Multiple response question. Responses of 4% or less are now shown.

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# Effect of Crime in General

- Consistent with resident ratings on the prospect of being victimized by a crime, crime in general never or rarely affects nearly seven-in-ten (68%) residents Citywide.
- Also consistent with the prospect of being victimized by a crime, those who have been a victim of a crime in the last 12 months in Kelowna (46%) are significantly more likely than those who have not (25%) to indicate that crime in general affects their life most or some of the time.
- Residents ages 65+ (29%) are the most likely to say that crime in general never affects their life.

P9. In what ways does crime in general affect your quality of life?



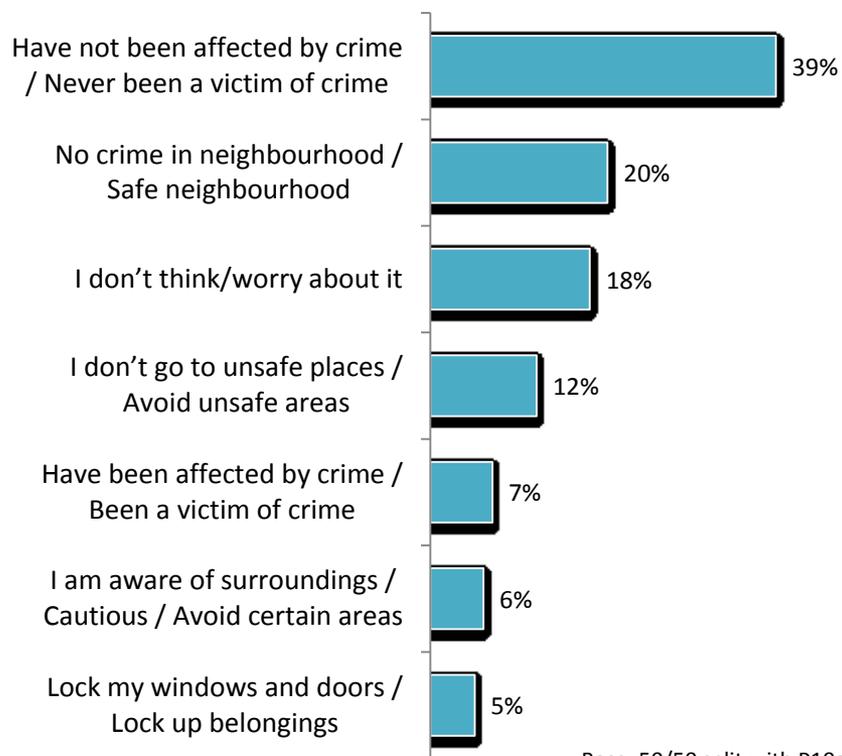
Base: Citywide, n=300; Central Kelowna, n= 81; East & East Central Kelowna, n=92; North & North East Kelowna, n=49; South Kelowna, n=78.

# Effect of Crime in General

- Similar to the prospect of being victimized by a crime, for those indicating that crime in general never or rarely affects their life the top reason given is “have not been affected by crime or have never been a victim of crime” (39%).
- For those indicating that crime in general affects their life most or some of the time, the top reason given is “causes me stress and worry/ I feel unsafe” (38%).

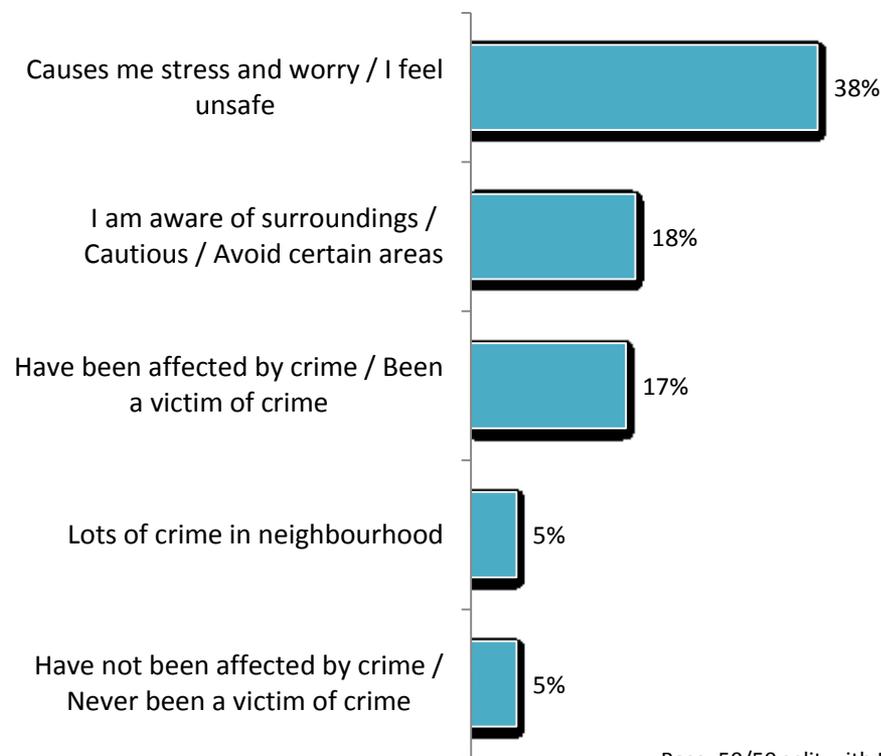
## P10b. Why does crime in general [Insert response from P9]?

**P10b. <Never affect your life/Rarely affect your life>? (Total mentions)**



Base: 50/50 split with P10a.  
Crime in general rarely/never affects life; Citywide, n=98.

**P10b. <Affect your life most/Some of the time>? (Total mentions)**



Base: 50/50 split with P10a.  
Prospect of being victimized affects life most/some of time; Citywide, n=43.

\*Individual region basis too small to show broken out  
Multiple response question. Responses of 4% or less are now shown.

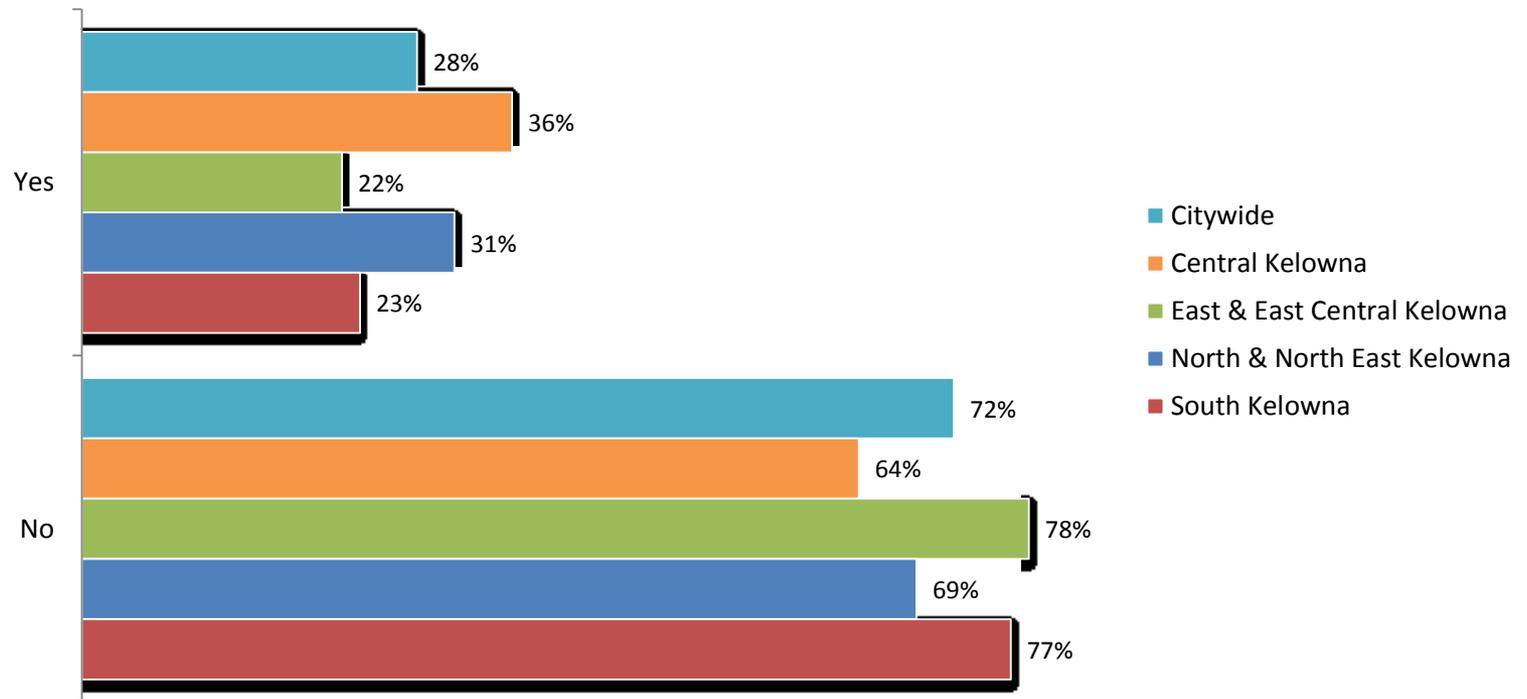
# Results:

## *Unreported Crime*

# Victim of a Crime in Kelowna

- Overall, nearly three-in-ten residents (28%) have been a victim of a crime in the City of Kelowna in the past year.
- There are no significant statistical differences between regions.

U1. In the past 12 months, have you been a victim of a crime in Kelowna?

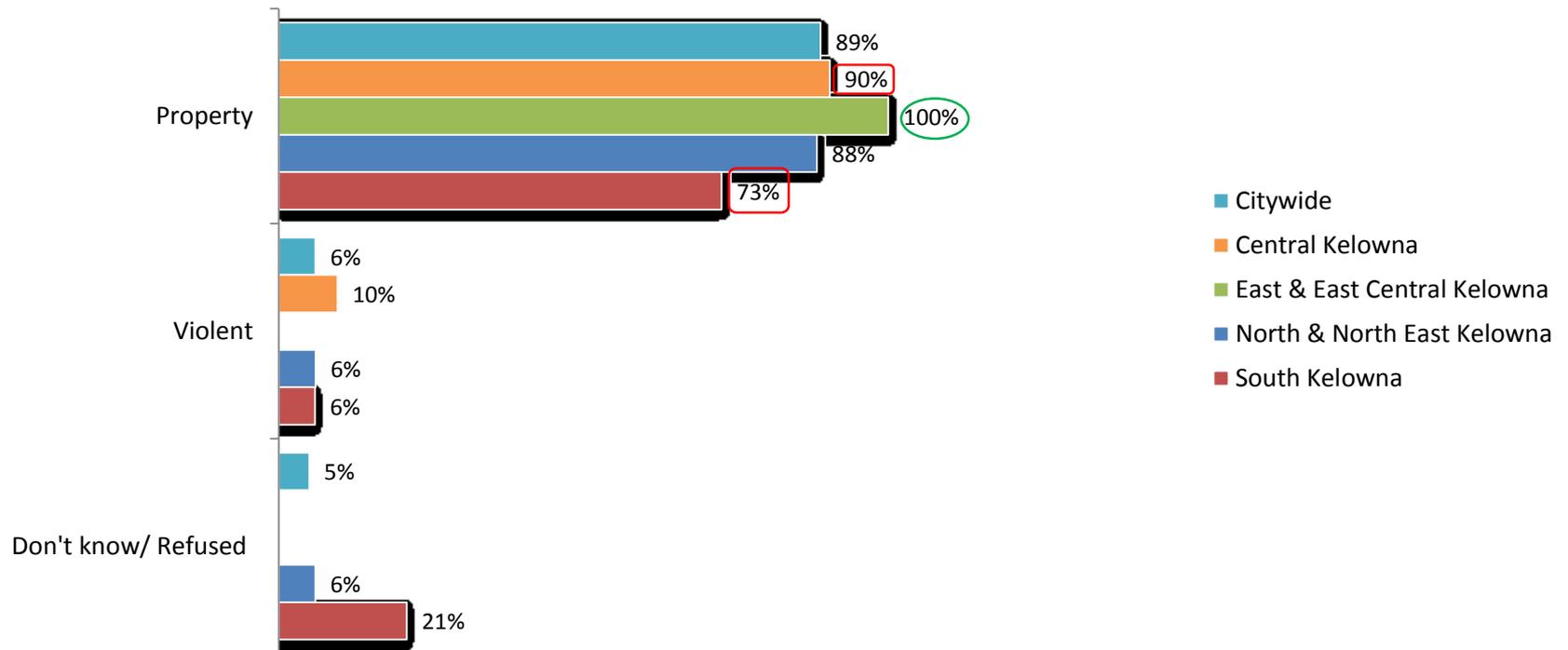


Base: Citywide, n=300; Central Kelowna, n= 81; East & East Central Kelowna, n=92; North & North East Kelowna, n=49; South Kelowna, n=78.

# Victim of a Crime in Kelowna

- Of all crime victims, nine-in-ten (89%) had experienced a property crime and 6% had experienced a violent crime.
- All residents who have been victimized in East & East Central Kelowna report property crime, significantly higher than in Central Kelowna (90%) and South Kelowna (73%). *Please note, regional results must be used with caution and should be interpreted directionally due to small sample sizes.*

## U2. Was it a property crime or violent crime?



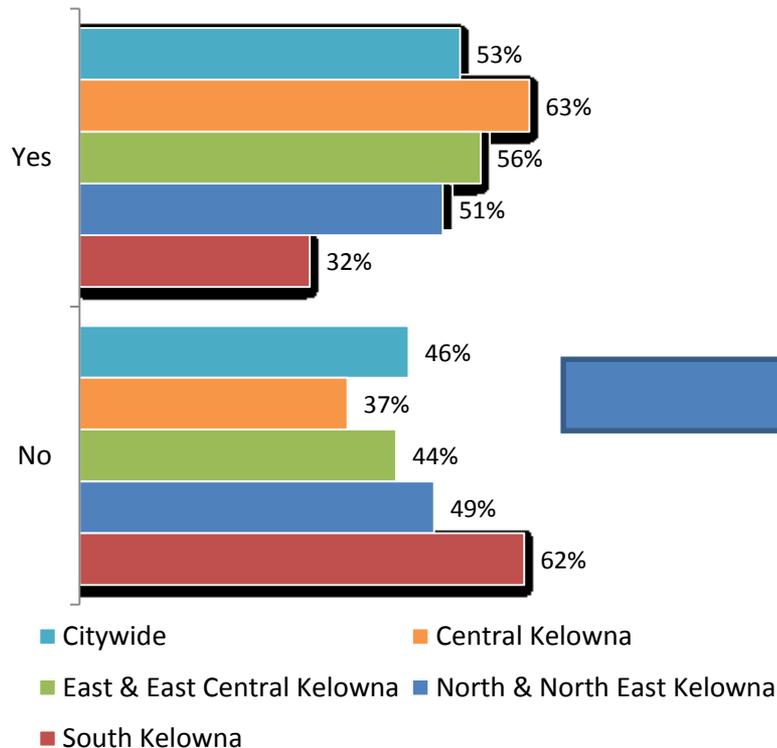
Base: Citywide, n=75; Central Kelowna, n= 26; East & East Central Kelowna, n=20; North & North East Kelowna, n=12; South Kelowna, n=17.

\*Caution: Results at the regional level should be interpreted as directional only due to small base sizes.

# Reporting Crimes

- Just over one-half (53%) of residents who have been a victim of a crime in the past year say they reported the crime to the police.
- The primary reason for not reporting the crime to the police was a feeling that police could not do anything about it (61%) followed by mentions that the crime was too small (50%).

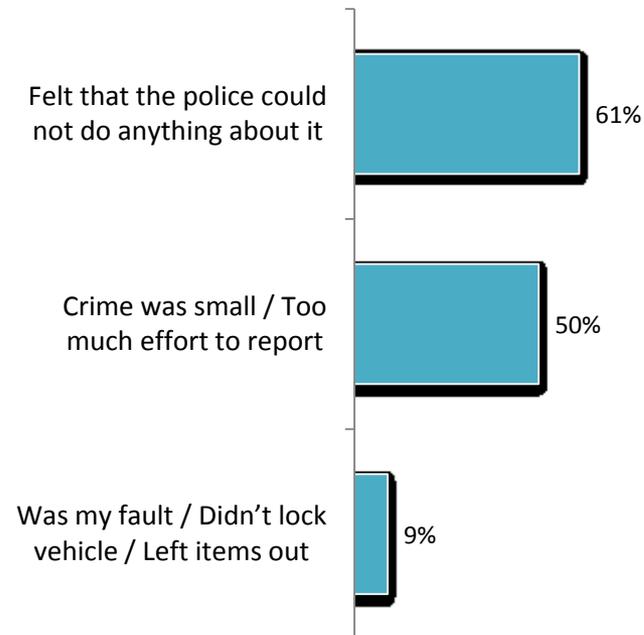
**U3. Thinking of the last contact you had with the police, was this crime reported to the police?**



Base: Citywide, n=75; Central Kelowna, n= 26; East & East Central Kelowna, n=20; North & North East Kelowna, n=12; South Kelowna, n=17.

\*Caution: Results at the regional level should be interpreted as directional only due to small base sizes.

**U3a. Why did you decide not to report this crime to the police? (Total Mentions)**



Base: Residents who did not report crime; n=35.

\*Individual region basis too small to show broken out. Multiple response question. Responses of 4% or less are not shown.

# Summary & Conclusions

- **Over eight-in-ten residents Citywide agree that their neighbourhood is clean and well-maintained, pretty and pleasant, and open and spacious.** As well, less than one-quarter of residents agree that their neighbourhood is busy during the night time.
- **Nearly all residents feel very safe or somewhat safe in their neighbourhood during the daytime (99%) and in their residence during the daytime (98%).** Although the majority of Central Kelowna residents feel safe in all four of the scenarios presented, this neighbourhood had lower safety ratings for each of the four scenarios than the other regions.
- **Low crime rates emerge as the top reason for residents feeling their neighbourhood is safe relative to others in the city.**
- **The primary reason for residents in all regions rating their neighbourhood as unsafe is the presence of individuals living without homes and people who use drugs in the area (51%).** However, this reason was cited significantly more by those in Central Kelowna (66%) than those in North & North East Kelowna (18%) or East & East Central Kelowna (40%). Females aged 18-34 (100%) were significantly more likely than all other age and gender groups to mention “individuals living without homes and people who use drugs in the area” as a reason for feeling unsafe in their neighbourhood.
- **Regional opinions differed in terms of which neighbourhoods residents feel less safe in or believe to be less safe relative to other neighbourhoods in Kelowna.** Residents ages 45 years and older are more likely to cite Downtown Kelowna in general as a less safe neighbourhood compared to their younger counterparts. However, residents ages 45 years and older are also less likely to reside in Downtown Kelowna than their younger counterparts and those living in Downtown Kelowna are the least likely to mention that Downtown is an unsafe neighbourhood. Those who had been a victim of a crime in the past year in Kelowna are significantly more likely than those who have not to cite the Rutland Area as an unsafe neighbourhood.

- **Both the prospect of being victimized by a crime and crime in general never or rarely affects nearly seven-in-ten (68%) residents Citywide.** For those who indicate that either the prospect of being victimized by a crime or crime in general affects their life most or some of the time, the top reason given was that it causes them stress and worry or that they feel unsafe. Women are slightly more likely than men to indicate that both the prospect of crime and crime in general affects their life, though not significantly more.
- **Overall, Central Kelowna tends to receive lower ratings on neighbourhood characteristics, lower safety ratings, and is the region with the highest proportion of residents having experienced a crime in the past 12 months.** The City of Kelowna may consider focusing crime prevention efforts in the Central Kelowna region, as well as potentially reassure residents that they are keeping this region safe.
- **North & North East Kelowna residents are most likely to think their neighbourhood is one of the safest in the City.** However, interestingly, North & North Kelowna residents are also the most likely to think that property crime in the City overall has increased and nearly one-third (31%) of residents in this region say they have been a victim of a crime in the past 12 months. The City may consider some outreach activities for this region in terms of potentially allaying these concerns.
- **Overall, nearly three-in-ten residents (28%) have been a victim of a crime in the City of Kelowna in the past year.** Of those, just over one-half (53%) said that they reported the crime to the police. The primary reason for not reporting the crime to the police was a feeling that police could not do anything about it (61%) followed by mentions that the crime was too small (50%). Based on this, the City may look at a communications strategy to residents to report all crime to the police as way of understanding and tracking potential crime trends.
- **Going forward, the City of Kelowna may consider focusing crime prevention plans on property crime.** The survey results bear this out: one-quarter (24%) of residents Citywide believe the property crime rate has risen in their neighbourhood over the past 12 months and one-half (50%) believe property crime has increased in the City overall. As well, residents think the most important crime-related problem Citywide is breaking and entering property crimes. Finally, of all crime victims in the City in the past 12 months, nine-in-ten (89%) had experienced a property crime.

# Appendix 1

## *Demographics*

# Demographics - Length of Time in Kelowna & Neighbourhood

## D1. How long have you lived in the City of Kelowna?

	Total	Region			
		Central Kelowna	East & East Central Kelowna	North & North East Kelowna	South Kelowna
0-5 years	14%	18%	8%	12%	17%
6-10 years	14%	22%	7%	17%	11%
11-20 years	28%	22%	32%	36%	23%
21-30 years	21%	19%	22%	25%	20%
31+ years	23%	19%	30%	10%	29%
Mean years in Kelowna	22.3	20.1	25.7	17.9	24.0

## D2. And how long have you lived in your current neighbourhood?

	Total	Region			
		Central Kelowna	East & East Central Kelowna	North & North East Kelowna	South Kelowna
0-2 years	15%	19%	10%	20%	13%
3-5 years	23%	35%	17%	13%	22%
6-10 years	16%	16%	14%	23%	13%
11-20 years	26%	15%	35%	27%	26%
21-30 years	13%	8%	13%	16%	16%
31+ years	7%	5%	11%	2%	9%
Mean years in neighbourhood	12.3	9.2	15.2	11.2	13.5

Base: Total, n=300; Central Kelowna, n= 81; East & East Central Kelowna, n=92; North & North East Kelowna, n=49; South Kelowna, n=78.

\*Based on weighted data

## D3. Do you own or rent your current home?

	Total	Region			
		Central Kelowna	East & East Central Kelowna	North & North East Kelowna	South Kelowna
Own	74%	56%	74%	91%	86%
Rent	25%	44%	25%	9%	13%

## D4. Do you have children under the age of 18 living in your household?

	Total	Region			
		Central Kelowna	East & East Central Kelowna	North & North East Kelowna	South Kelowna
Yes	30%	25%	28%	46%	27%
No	69%	75%	71%	54%	71%

## D5. Which of the following categories best described your household's approximate income for 2018?

	Total	Region			
		Central Kelowna	East & East Central Kelowna	North & North East Kelowna	South Kelowna
Less than \$50,000	19%	24%	24%	3%	17%
\$50,000 to less than \$80,000	22%	25%	27%	15%	18%
\$80,000 to less than \$100,000	11%	12%	14%	8%	9%
\$100,000 to less than \$125,000	15%	20%	11%	20%	10%
\$125,000 to less than \$150,000	8%	6%	4%	17%	7%
\$150,000 or more	8%	3%	2%	17%	17%

Base: Total, n=300; Central Kelowna, n= 81; East & East Central Kelowna, n=92; North & North East Kelowna, n=49; South Kelowna, n=78.

\*Based on weighted data

## Gender (Not asked; recorded based on voice)

	Total	Region			
		Central Kelowna	East & East Central Kelowna	North & North East Kelowna	South Kelowna
Male	48%	41%	49%	53%	52%
Female	52%	59%	51%	47%	48%

## S4. Which of the following categories does your age fall into?

	Total	Region			
		Central Kelowna	East & East Central Kelowna	North & North East Kelowna	South Kelowna
18 to 24	8%	10%	8%	11%	-
25 to 34	20%	32%	15%	23%	7%
35 to 44	12%	11%	8%	22%	10%
45 to 54	18%	15%	22%	9%	25%
55 to 64	16%	13%	21%	8%	21%
65 or older	26%	19%	25%	27%	37%

Base: Total, n=300; Central Kelowna, n= 81; East & East Central Kelowna, n=92; North & North East Kelowna, n=49; South Kelowna, n=78.

\*Based on weighted data

# Report to Council



**Date:** 4/15/2019  
**File:** 0100-01  
**To:** City Manager  
**From:** Brydan Tollefson, Energy Program Manager  
**Subject:** H2O Adventure + Fitness Centre Energy Efficiency Project

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**Recommendation:**

THAT Council endorse the H2O Adventure + Fitness Centre energy efficiency project CleanBC Communities Fund application as proposed in the report of the Energy Program Manager dated April 15, 2019;

AND THAT, Council commit to contributing its share of the costs associated with the H2O Adventure + Fitness Centre energy efficiency project from the H2O Capital Reserve.

**Purpose:**

To receive Council’s endorsement of an application to the CleanBC Communities Fund for energy efficiency upgrades at the H2O Adventure + Fitness Centre.

**Background:**

The CleanBC Communities Fund (CCF) is a new program to provide funding for infrastructure projects that support the management of renewable energy, access to clean energy transportation, improved energy efficiency of buildings, and the generation of clean energy. Canada and British Columbia governments are investing up to \$62.94 million in this initial intake to CCF to support infrastructure projects in communities across the province. For Local Governments, the Government of Canada will contribute up to 40% and the Province of BC up to 33.33% for a total of 73.33%. Local Governments will need to contribute 26.67%.

Staff are proposing an energy efficiency project at the H2O Adventure + Fitness Centre that would reduce energy consumption by 420,000 kWh/yr of electricity and 5,900 GJ/yr of natural gas, reductions of 10% and 40% respectively. This will result in estimated greenhouse gas emissions reduction of 295 tonnes and utility cost savings of \$90,000 annually.

The project proposes replacement of the heating plant, which includes boilers, domestic hot water (DHW) tanks, a heat recovery chiller, and storage tanks. The project also includes the addition of lighting controls, variable frequency drives (VFD's) for controlling the speed of pool pumps, a lighting conversion to LED, utility sub-metering equipment, and additional mechanical cooling (air conditioning) for the pool and fitness areas.

The H<sub>2</sub>O facility currently has no mechanical cooling or dehumidification in place for the natatorium (pool area). Outside and recirculated air is all that is used to dehumidify and cool the natatorium. This works reasonably well for the bulk of the year, however, for approximately four to five months of the year during the warmer summer months and a portion of the shoulder seasons, the outdoor air is as warm or warmer than the indoor pool air. This makes it very challenging, and often impossible, to dehumidify and cool the indoor area in the pool area, resulting in poor occupant comfort, and a number of user complaints. From an energy standpoint, it also means that electric fans are constantly blowing air through the building in an attempt to increase user comfort. Mechanical cooling is required to achieve appropriate and consistent humidity levels in the pool area to increase occupant comfort and meet the levels of service expected by the community. The heat recovery chiller will be sized to include this new cooling load, which will also increase the capacity of the chiller for heating, further reducing the use of the natural gas boilers and DHW tanks and the resulting GHG emissions.

The total project cost is estimated to be \$2,584,900, with the City's contribution estimated to be \$689,393.

All of the items included in the project scope will provide long term benefits to the City of Kelowna and its residents through asset renewal and reliability, lower energy costs, improved levels of occupant comfort, and long term GHG reductions.

**Internal Circulation:**

Deputy City manager  
Divisional Director, Financial Services  
Divisional Director, Active Living & Culture  
Infrastructure Operations Department Manager  
Parks and Buildings Planning Manager  
Building Services Manager  
Communications

**Existing Policy:**

Kelowna's Official Community Plan (2011) direction is based on creating a sustainable city and the proposed project aligns with many of its policies and objectives. These include:

- Goal 4: Improve Energy Efficiency and Performance of Buildings. Improve the energy efficiency and environmental performance of buildings and infrastructure by embracing sustainable solutions, such as district energy systems, and by providing clear guidelines and incentives for green components for developers.
- Objective 6.2: Improve energy efficiency and reduce community greenhouse gas emissions.
- Policy 6.2.1: GHG Reduction Target and Actions. The City of Kelowna will, in partnership with: senior governments; local residents and businesses; NGOs; external agencies; and utility providers, work towards reducing absolute community greenhouse gas emissions by:
  - 4% below 2007 levels by 2023;
  - 25% below 2007 levels by 2033; and

- 80% below 2007 levels by 2050.
- Objective 7.1: Apply sustainable decision-making approaches in infrastructure planning and procurement.
- Policy 7.1.3: Greenhouse Gas Reduction Criteria. Incorporate greenhouse gas reduction criteria in infrastructure projects for evaluation/ modeling and procurement.
- Policy 7.1.4: Multiple Bottom Line. Ensure a multiple bottom line approach is applied to all infrastructure planning projects.
- Policy 7.19.2: Energy Reduction Priorities. In working to reduce greenhouse gas emissions, place a primary focus on reducing demand, then prioritize further efforts in the following sequence: re-using waste heat, using renewable heat, and then finally on using renewable energy.

Corporate Energy & GHG Emissions Plan targets a 1% reduction per year, to be 12% below 2007 levels by 2022.

**Financial/Budgetary Considerations:**

The City of Kelowna financial contribution of \$689,393, as required by the grant, will be funded from the H2O Capital Reserve. Any cost savings as a result of this project will be placed in reserve.

**Considerations not applicable to this report:**

Legal/Statutory Authority:

Legal/Statutory Procedural Requirements:

Personnel Implications:

External Agency/Public Comments:

Communications Comments:

Alternate Recommendation:

Submitted by:

B Tollefson, Energy Program Manager

**Approved for inclusion:**



J. Creron, Deputy City Manager

cc:



# CleanBC Funding Application H<sub>2</sub>O Energy Efficiency

April 15, 2019



# CleanBC Communities Fund

- ▶ Infrastructure funding for:
  - ▶ Renewable energy
  - ▶ Access to clean energy transportation
  - ▶ Generation of clean energy
  - ▶ **Improved energy efficiency of buildings**

# CleanBC Communities Fund

- ▶ Goal:
  - ▶ Support projects that contribute towards GHG reductions & climate change mitigation

# CleanBC Communities Fund

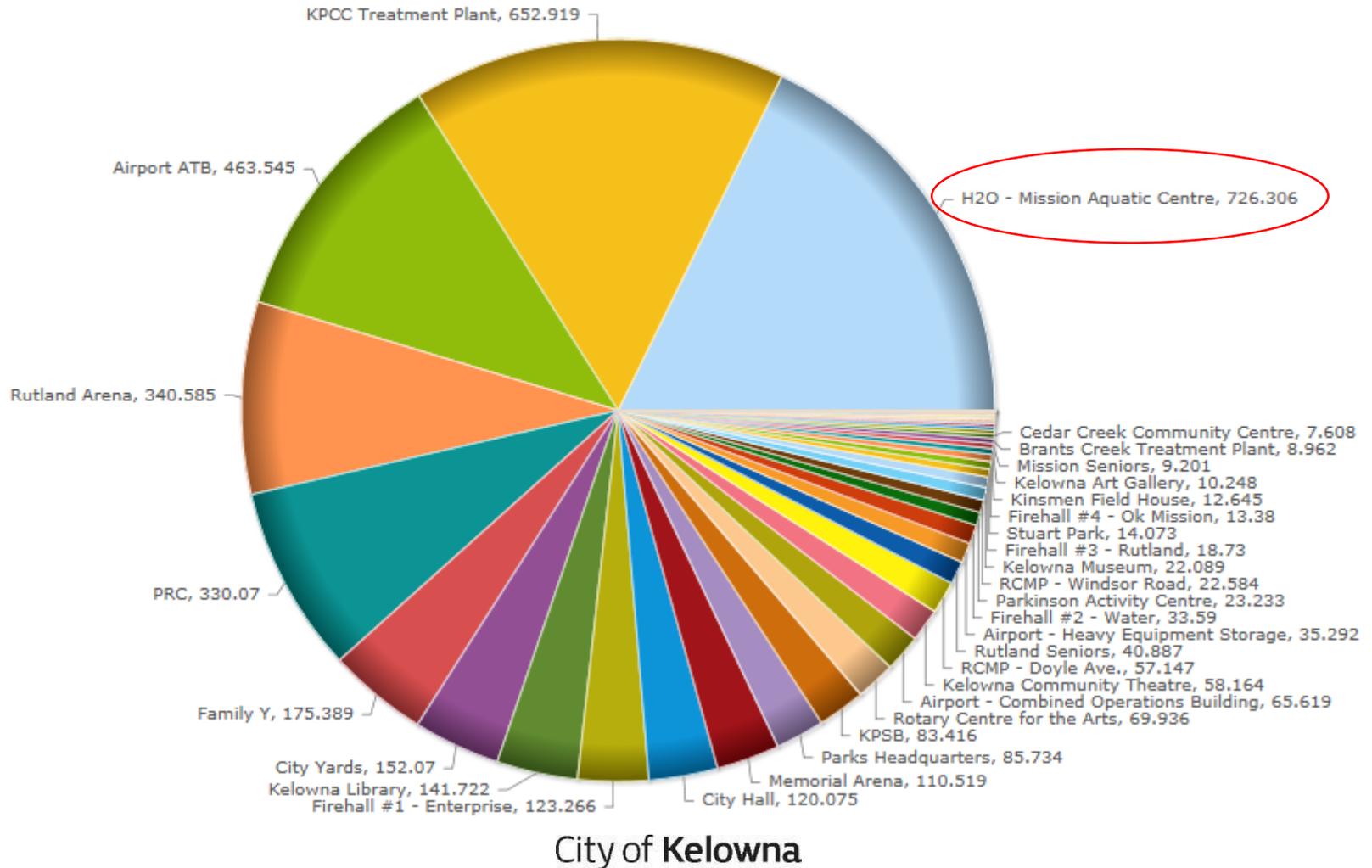
- ▶ Funding:
  - ▶ Gov't of Canada – 40%
  - ▶ Province of BC – 33.33%
  - ▶ **City of Kelowna – 26.67%**

# H<sub>2</sub>O Adventure + Fitness Centre

## ▶ Annual Energy Savings

- ▶ Electricity 420,000 kWh
  - ▶ Natural Gas 5,900 GJ
  - ▶ GHG emissions 295 tonnes
- 
- ▶ Total utility savings of \$90,000

# Corporate Emissions



# Project Description

- ▶ Replace & upgrade the mechanical heating plant
  - ▶ Boilers
  - ▶ DHW
  - ▶ Heat Recovery Chiller (Heat Pump) + Storage Tanks
- ▶ LED lighting conversion

# Project Description

- ▶ Lighting controls
- ▶ Variable frequency drives (VFD's)
- ▶ Energy tracking software & metering equipment
- ▶ Mechanical cooling (fitness area and pool area)

# Project Costs

- ▶ Total project cost                    \$2,584,900
- ▶ City contribution                      \$ 690,000

# Benefits

- ▶ Capital Renewal
- ▶ Occupant Comfort/Levels of Service
- ▶ GHG Reduction
  - ▶ Corporate reduction target of 5% by 2022

Year	GHG Emissions Reduction (tonnes CO <sub>2</sub> e)	
2007 - 2016	569	7%
H <sub>2</sub> O Project	295	4%



## *Questions?*

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

# Report to Council



**Date:** April 15, 2019  
**File:** 1140-90  
**To:** City Manager  
**From:** Manager, Property Management  
**Subject:** Consolidated Sidewalk Seating Program Guidelines  
Report Prepared by: T. Abrahamson, Property Officer

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**Recommendation:**

THAT Council receive the Consolidated Sidewalk Seating Program Guidelines report from the Manager, Property Management dated April 15, 2019, for information;

AND THAT Council endorse the Consolidated Sidewalk Seating Program Guidelines for the Downtown, South Pandosy and Rutland Town Center as outlined in the report of the Manager, Property Management dated April 15, 2019;

AND FURTHER THAT Bylaw No. 11658, being Amendment No. 32 to Traffic Bylaw No. 8120 be forwarded for reading consideration.

**Purpose:**

To obtain Council endorsement for the Consolidated Sidewalk Seating Program Guidelines governing patio seating programs in the Downtown, Pandosy Village and Rutland town centers.

**Background:**

Sidewalks, boulevards and excess road right of ways – particularly in urban settings - are key municipal assets that are often underutilized in terms of their potential benefit and value to the community. As expressed in the recently completed [Land Strategy](#), the City's Strategic Investments department is mandated to leverage community assets, with specific support strategies that include pursuing interim land uses and stimulating revitalization. In acknowledgement of this role, the downtown Sidewalk Seating and Café Extension program, first introduced in 2007, was created to provide guidelines for food and beverage establishments operating in the downtown core wishing to animate the outdoor spaces fronting their businesses.

The success realized by the downtown Sidewalk Seating & Café Extension program was a key factor in the design and ultimate construction of the 2013 Bernard Avenue revitalization project, which resulted in a significantly wider sidewalk and clearly defined 'frontage' and 'pedestrian' zones. To take advantage of the unique opportunities afforded by the revitalized Bernard Avenue, the Bernard Avenue Patio Guidelines were developed in 2014, implementation of which has led to the vibrant and animated Bernard Avenue that currently provides value to business, residents and visitors, alike.

The proposed Consolidated Sidewalk Seating Program Guidelines are intended to both:

- (a) unify and simplify the Sidewalk Seating and Café Extension program and the Bernard Avenue Patio Guidelines; and,
- (b) expand the value and benefit of animated sidewalks by making the program available in other urban centres, including the Rutland Town Centre and the South Pandosy Town Centre.

Instead of being limited to downtown, the Consolidated Sidewalk Seating Program Guidelines provide opportunities and policy direction for businesses anywhere within Kelowna that occupy interior space, are engaged in food and beverage service or product sales, and that have the potential for patios on adjacent public property.

In developing the Consolidated Sidewalk Seating Program Guidelines, staff consulted with the Downtown Kelowna Association, the Pandosy Village Business Association and the Uptown Rutland Business Association. Letters of support from all three business associations with respect to this initiative are attached as Schedule B.

**Legal/Statutory Procedural Requirements:**

Amendment No. 32 to Traffic Bylaw No. 8120, Part 7 and Schedule "A" (Fees)

**Financial/Budgetary Considerations:**

In addition to providing a valuable public and community amenity, the Sidewalk Seating & Café Extension Program and the Bernard Avenue Patio Guidelines generate on-going revenue for the City of Kelowna. Fees associated with permitting private use of public spaces are a requirement to ensure the municipality does not provide assistance to business, and are established through the use of a third-party appraisal. Specific fees proposed in the Consolidated Sidewalk Seating Program (as shown below) were established Kent-Macpherson.

Fee Recommendations – Consolidated Sidewalk Seating Program								
	South Pandosy		Uptown Rutland		Bernard Ave <sup>3</sup>		Off Bernard Ave <sup>3</sup>	
	Current	Proposed	Current	Proposed	Current	Proposed	Current <sup>4</sup>	Proposed
Small Patio <sup>1</sup>	n/a	\$ 510	n/a	\$ 255	\$510	\$ 510	n/a	\$ 332
Large Patio (no liquor) <sup>2</sup>	n/a	\$4.00	n/a	\$2.00	\$4.32	\$4.00	\$0.75	\$2.60
Large Patio (with liquor) <sup>2</sup>	n/a	\$8.00	n/a	\$4.00	\$8.64	\$8.00	\$0.75	\$5.20
<sup>1</sup> annual fee								
<sup>2</sup> fee per year per square foot								

<sup>3</sup> fees shown represent median fees; actual fees are higher closer to the lake, and lower further away

<sup>4</sup> note that current off-Bernard Ave. patio fees have not been increased since 2007

Total revenues associated with the Sidewalk Seating & Café Extension Program and the Bernard Avenue Patio Program were approximately \$41,000 in 2018. Revenues associated with the new Consolidated Sidewalk Seating Program are anticipated to increase over the next 3-5 years with the expansion of the program. The 2020 budget will reflect revenue projections based on actual program uptake during the summer of 2019.

**Internal Circulation:**

Traffic Support & Technical Support Supervisor  
Parking Operations Coordinator  
Community Planning Supervisor  
Utility Planning Manager  
Director, Strategic Investments  
Divisional Director, Community Planning & Strategic Investments

**External Agency/Public Comments:**

Downtown Kelowna Association  
Pandosy Village Business Association  
Rutland Town Center Business Association

**Considerations not applicable to this report:**

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

**Submitted by:** M. Olson, Manager, Property Management

**Approved for inclusion:** J. Säufferer, Acting Director, Strategic Investments

**Attachments:**

1. Schedule A - 2018 Consolidated Sidewalk Seating Program Guidelines
2. Schedule B – Feedback from DKA, South Pandosy and Rutland Town Center Business Associations
3. Schedule C – Power Point

**cc:**

L. Campbell, Traffic Support & Technical Support Supervisor  
A. Rolston, Parking Operations Coordinator  
L. Bentley, Community Planning Supervisor  
R. MacLean, Utility Planning Manager  
D. Edstrom, Acting Divisional Director, Community Planning & Strategic Investments

# City of Kelowna

## Consolidated Sidewalk Patio Program Guidelines

April 2019

### Introduction

This document is intended to unify and simplify the March 2014 Bernard Avenue Patio Guidelines and the 2007 Sidewalk Seating and Sidewalk Café Extension Programs, taking inspiration from program experience together with community and commercial owner feedback.

During 2012 and 2013, Bernard Avenue underwent an extensive revitalization which reduced the number of vehicle travel lanes from four to three and changed the on-street parking from angle to parallel. This resulted in a revitalized and much wider sidewalk.



The sidewalk has been divided up into three zones, the frontage zone (adjacent to the buildings), the pedestrian movement zone (in the middle), and the furnishing zone (adjacent to the curb).

The Bernard Avenue Sidewalk Patio Program was designed to address the specific needs of Kelowna's "Main Street" to attract residents and visitors and promote activity in the downtown core. The program provided a guide to applying for and utilizing the frontage zone and was authorized by *Bylaw 10814 Amendment No 22 to Traffic Bylaw 8120*.

These Bernard guidelines are now expanded to businesses anywhere within Kelowna that occupy interior space and are engaged in food and beverage service or product sales. The guidelines apply to all patios on public property.

A Permit Holder may be allowed to utilize space on the public sidewalk directly in front of the place of business, with the stipulation that a minimum of 2-meters clear sidewalk width must be maintained for pedestrian movement. Consultation of neighboring business owners is required prior to construction of any sidewalk patio structure, although they do not hold a veto on patios outside of their frontage.

A sidewalk extension can also be proposed in areas without extra sidewalk to expand into by using parallel or angled parking stalls. This document's main section and appendices provide all details relating to size, usages, quantities of stalls that may be removed, components and various other details that must be followed for the construction and use of a public patio on roadway.

In addition to enabling food and beverage businesses to utilize sidewalk space for patio seating, this program also provides opportunities for retailers to create temporary or permanent outdoor visual displays.

## Definitions

- a. **Active Use** – are the days when the business is actively using the patio to serve customers
- b. **Annual Patio** – a patio that is in use January 1<sup>st</sup> to December 31<sup>st</sup> annually
- c. **Applicant** – the registered owner of the business that is applying for a sidewalk patio permit
- d. **Consolidated Sidewalk Patio Program Guidelines** - consolidation of the Bernard Avenue Patio Program Guidelines, and the Sidewalk Seating and Sidewalk Extension Programs for all patios on City-owned public property
- e. **Building Owner** – the owner of the building that houses a business run by a Business Owner
- f. **Business Owner** – the owner of a business run by a Business Owner
- g. **Furnishings and Equipment** – all objects other than the Perimeter Structure, Sandwich Board Signs, and Planters used in the operation of the Permit Area, including but not limited to tables, chairs, umbrellas, serving carts, portable heaters, etc.
- h. **General Use Patio** – is defined as a patio for any use except the consumption of alcohol
- i. **Good Neighbor Bylaw** – means *Good Neighbor Bylaw 11500* and any amendments thereto
- j. **Large Patio No Liquor / Large Retail Display** – a patio that exceeds 2 small tables or 6 chairs total and does not serve alcohol; a retail display that occupies more than 6 feet of building frontage
- k. **Large Patio – Food and Liquor** – any patio that allows alcohol to be consumed; a patio that must have a Perimeter Structure as required by the Liquor Control Licensing Branch
- l. **Menu Board** – any single-sided sign, attached to a building or freestanding, for the purpose of identifying food and/or beverages for sale. May not be attached to the Perimeter Structure, nor lean unattached to any patio or building component
- m. **Pedestrian Right-of-Way** – The “Sidewalk” portion area intended for pedestrian use only and extending from the adjoining property line to a point allowing no less than 2 meters of unobstructed pedestrian flow. No sandwich boards or other materials may enter this area
- n. **Perimeter Structure** – any structure erected within the Frontage Zone to enclose a Permit Area for the use of the adjoining business
- o. **Permit Area** – that portion of the Frontage Zone that an adjoining business is entitled to use under the provisions of the Permit Program
- p. **Permit Holder** - the registered owner of the business that been approved and continuously maintains a sidewalk patio permit with the City
- q. **Planter** – any freestanding container used for the purpose of displaying vegetation
- r. **Sandwich Board Sign** – a freestanding, self-supporting structure with two leafs hinged together, for the purpose of advertising a business or its products and/or services
- s. **Seasonal Patio** – a patio that is in use May 1<sup>st</sup> to September 30<sup>th</sup> only
- t. **Sidewalk Café Extension/Roadway Occupancy Permit** – a patio using parallel or angled parking stalls, where the total loss of parking is equal or less than 20% of the total parking allocated to the City block
- u. **Sidewalk Café Extension Program Guidelines** – guidelines for the construction and use of parallel or angled parking stalls and contained in Part 19
- v. **Sign Bylaw** – means *Sign Bylaw 8235* and any amendments thereto
- w. **Small Patio / Small Retail Display** – a frontage zone that is used for retail purposes occupying less than 6 feet of building frontage or food serving purposes that does not exceed 2 small tables and 6 chairs total
- x. **Stanchion** – a portable, freestanding vertical element supported by a flange or base.

- y. **Temporary Use Permit** – a permit to use the Frontage Zone for a single community based one-off event. Limited to two (2) events, consisting of a maximum of two (2) days each, per year
- z. **The City** - the municipal corporation of the City of Kelowna and registered owner of the sidewalk premises that are to be occupied by the Applicant
- aa. **Traffic Bylaw** – means *Traffic Bylaw 8120* and any amendments thereto

**1. Sidewalk Seating Programs**

Two programs are available to businesses wishing to use the public sidewalk for seasonal or annual usage. All space utilized must meet with the City of Kelowna Consolidated Sidewalk Patio Program Guidelines:

- a. Sidewalk Seating - a sidewalk patio operated by a food/beverage or retail business utilizing the designated frontage zone directly fronting their business.
- b. Sidewalk Café Extension/Roadway Occupancy Permit – a sidewalk extension can be proposed in such cases where a food and beverage only business wishes to provide a sidewalk patio on a street without a designated frontage zone. The Sidewalk Café Extension Program (Part 19) has been developed to outline the additional requirements and processes for developing these patios.

**2. Application Requirements**

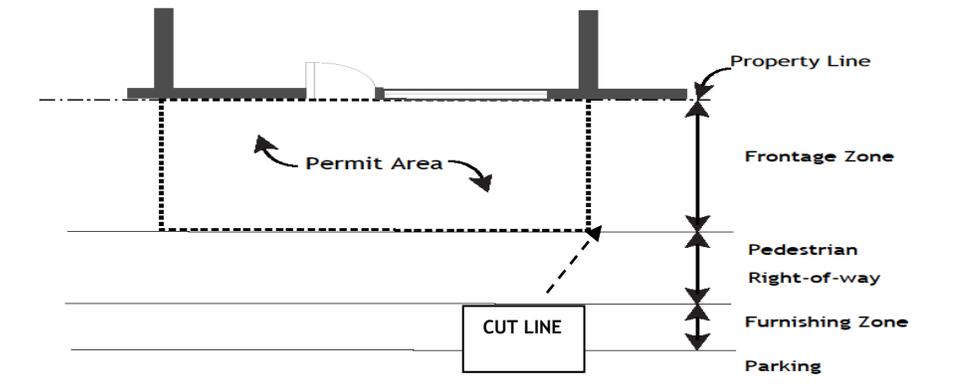
**a) Application Form and Fee:**

Applicants shall submit a complete Application Form (Schedule B) and a non-refundable \$300.00 application fee for new applications. An application fee is not required in subsequent years where a seating facility has been in continuous operation and where the layout and/or design of the facility, in the estimation of staff, has not been significantly altered. Any change in scope of an existing patio permit will be charged a fee of \$180.00. An application fee is not required for a Sandwich Board Sign, but all signage must be approved by the City.

**b) Permit Area Plan**

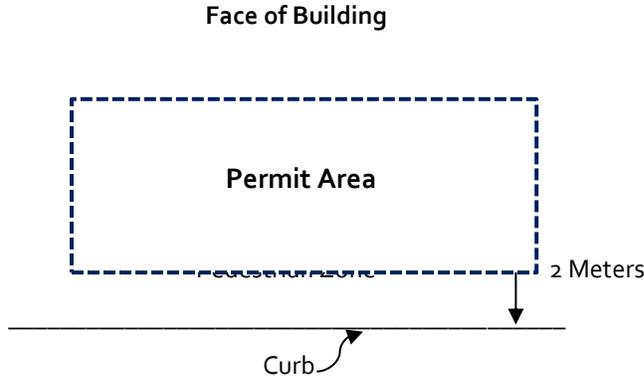
**i) Bernard Avenue Patios**

The Permit Area is measured from the face of the building to the cut line.



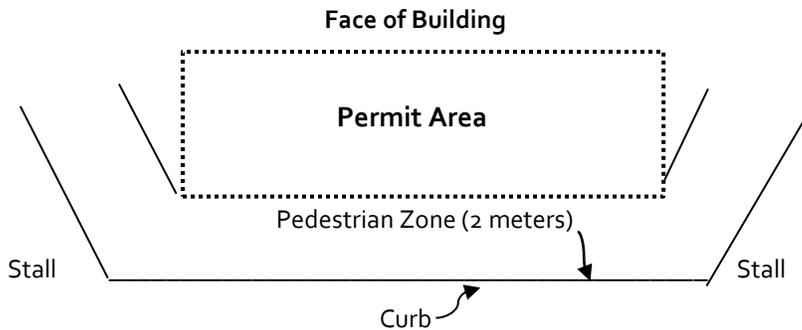
**ii) Sidewalk Patio - All City Areas**

The Permit Area is measured as the remainder of the Pedestrian Zone less the space 2 meters from the curb. The remaining space between the face of the building and the Pedestrian Zone is the Permit Area.



**iii) Sidewalk Café Extension – All City Areas**

The Permit Area is measured using the exact space taken from on-street parallel or angled parking stalls and put towards the Permit Area which must be fenced with the Pedestrian Zone placed around the Permit Area.



**3. Permit Area Calculation:**

Annual Fee Calculation by Permit Type			
	Small Patio/Small Retail Display	Large Patio no Liquor/Large Retail Display	Large Patio with Liquor
	Fixed fee	-	-
+	-	(Permit Area) x fee rate/sf	(Permit Area) x fee rate/sf
+	-	-	Per chair charge
=	<b>Total Fee</b>	<b>Total Fee</b>	<b>Total Fee</b>

#### 4. Conditions of Use

The following conditions apply to use of the Permit Area:



a) **Permit Area Surface** - No underfoot surface other than the existing concrete surface is allowed on a sidewalk patio, while the underfoot material on parking extensions will be approved on a case-by-case basis. Painting of the surface is prohibited as is overlay with any material or structure. The surface must at all times be kept free of debris and materials that could stain or corrode the concrete. Permit Holders are responsible for cleaning and/or repairing any damage to the Permit Area surface.

b) **Extension of Permit Area** – the Permit Area may extend into adjacent vacant Frontage Zone area(s) with the written consent from the neighboring Business/Building Owner(s). Approval must be submitted on Schedule B with the application. At any time, the neighboring Business/Building Owner(s) may terminate the use of the extended Permit Area within their designated Permit Area. Said termination shall be submitted in writing to the City and Permit Holder.

c) **Sandwich Board Sign** –All sandwich board signs must be approved by the City. The maximum dimensions of any Sandwich Board Sign is 760 mm (30 in.) wide x 915 mm (36 in.) high, and the maximum height is 950 mm. (37 in.) above the Permit Area surface. There are no restrictions on sign messages, fonts, or colors. Sandwich Boards Signs must be removed from the Permit Area when not in active use, e.g. when the business is closed. Only one Sandwich Board Sign is allowed per business frontage and must be placed no further than 18” from the Business Owner’s property line. **All sandwich boards require a Certificate of Insurance to be completed and submitted to the City.**

d) **Planters** - must contain living, healthy plant materials; plants and planters must be maintained in a presentable condition and any debris that falls to the Permit Area or Pedestrian Right-of-Way surface must be collected and disposed of by the Permit Holder. Planters with seasonal vegetation must be removed from the Permit Area when the vegetation has passed its period of prime growth. There are no restrictions on planter materials, colors, shapes, or sizes. However, Permit Holders are encouraged to use discretion in the selection of plant materials. Plants that have thorns or brambles or that otherwise could inadvertently cause injury to patrons or pedestrians should be avoided. Planters must be installed in a way that minimizes any negative impact to the underfoot surface. The City reserves the right to remove plant materials and planters deemed to be a risk to public safety.

- e) **Perimeter Structures** Permit Holders who are Food and Liquor Primary licensees must enclose the outdoor seating area with a Perimeter Structure as per the terms set out by the BC Liquor Control and Licensing Branch. Any structure within a Permit Area must be approved by the City and meet the standards set out in the B.C. Building Code, if applicable.



For all Permit Holders who are not Food and Liquor Primary licensees, enclosure of the Permit Area with a Perimeter Structure or demarcation with Planters, Stanchions, or other free-standing elements is permissible but optional.

- i. **Securing in place** – Perimeter Structures must be stable and securely fastened in place using City of Kelowna approved fastening systems. Only Perimeter Structures are allowed to be secured to the Permit Area surface. Any holes in the Permit Area surface must be repaired at such time as the structure is removed.
- ii. **Height** – the height of any Perimeter Structure must be between 850 and 950 mm. (33 to 37 in.) above the Permit Area surface.
- iii. **Materials** - acceptable Perimeter Structure materials are wrought iron, galvanized steel, stainless steel, aluminum, tempered glass, glass block, wood S4S, and natural and coated fabrics. Lexan and equivalent polycarbonate plastics, tightly-woven metal mesh, and stamped, etched, or perforated metal panels are also acceptable. Plastic composite materials are acceptable only as structural/framing components. Natural and cultured stone can be used for piers and plinths but not as wall applications. Planters and stanchions can also be used to enclose or demarcate Permit Areas.

Precast concrete, bamboo, masonry block, ceramic tiles, pressure-treated wood, plywood and other sheathing materials, and stucco, brick, and other residential exterior siding materials are not allowed.

The above is not intended as a complete list of materials. Other materials could be allowed or denied at the discretion of City staff. Any material proposed must provide for the safety of patrons, the business's staff, and passing pedestrians and must not damage or cause deterioration of the Permit Area or the adjoining Pedestrian Right-of-Way.

**No advertising may be etched, painted, hung or otherwise added to the Perimeter Structure.**

- iv. **Visual Permeability** – materials that allow a high degree of Visual Permeability are preferred, e.g., glass or wrought iron.
- v. **Visual Interest** – detailing of the Perimeter Structure is encouraged to provide visual interest and to help animate the street. Vegetation incorporated as part of a Perimeter Structure is considered a means of adding visual interest.

- f) **Furnishings and Equipment** - other than portable outdoor heaters, all Furnishings and Equipment must be removed from the Permit Area when not in Active Use, e.g. when the Permit Holder's business is closed. When not in Active Use, Furnishings and Equipment of a seasonal nature must also be removed from the Permit Area. Furnishings must be of high quality and durability, and approved by the City.
- g) **Projections into the Pedestrian Right-of-Way** - Perimeter Structures as well as any Furnishings and Equipment, e.g. awnings and umbrellas must maintain a minimum 75 mm (3 in.) clearance from the adjoining Pedestrian Right-of-Way. This provision does not apply to any Stanchion, pier, or other vertical structural or framing member provided such components do not project into the Pedestrian Right-of-Way. Planters and Sandwich Board Signs must maintain a minimum 300 mm (12 in.) clearance from the adjoining Pedestrian Right-of-Way.
- h) **Access/Egress from Permit Area** – Permit Holders must provide and maintain wheelchair access to and within the Permit Area. Access through the Permit Area to the building interior for emergency services must also be maintained. Gates or other components of a Perimeter Structure that restrict access to, or egress from the Permit Area are not allowed, unless specified by the Permit Holder's liquor license.
- i) **Overhead Structures** – overhead structures, e.g., trellises, canopies, etc., whether freestanding or attached to a building or Perimeter Structure, are not allowed. This provision does not apply to awnings that come under the jurisdiction of *Sign Bylaw No. 8235*.
- j) **Menu Boards** - Signs/signage within the Permit Area is restricted to Menu Boards. The maximum size of Menu Boards is 760 mm (30 in.) wide x 915 mm (36 in.) high. Menu Boards can project to a height of 1,525 mm (60 in.) above the Permit Area surface when supported by a freestanding structure such as an easel. Menu Boards may not lean against a Perimeter Structure, Equipment and Furnishings, or a Planter:
  - i. Menu Boards may be electrically illuminated, e.g. backlit or with pendant lighting. Electrical connections for such purposes cannot be served by extension cords or other temporary connections and must not be visually obvious.
  - ii. The above stipulations are in addition to any provisions of *Sign Bylaw No. 8235*.
- k) **Colors** – there are no restrictions on the colors that may be used with regard to any component of a Perimeter Structure, Furnishings or Equipment, Planters, Sandwich Boards or menu boards within the Permit Area.
- l) **Outdoor Heating** –Portable heaters for seasonal use are acceptable provided they meet the terms and conditions of any agency having jurisdiction over their use. Outdoor heaters are considered to be Furnishings and Equipment. Outdoor heaters are not allowed to be under the tree canopy.
- m) **Lighting / Illumination** –electrical or solar-powered illumination of either a functional or decorative nature is allowed within the Permit Area provided the lighting does not spill over to the adjacent pedestrian zone or adjacent patios.



- n) **Special Events** – in conjunction with a single Special Event, flags, pennants, banners, bunting, and other decorative features and elements are allowed as per the terms of *Sign Bylaw No. 8235*.
- o) **Maintenance** – Perimeter Structures, Equipment or Furnishings, Planters, and Sandwich Board Signs must be inspected regularly and maintained in a safe and presentable condition. Any loose or protruding parts, peeling or bubbling paint or stain, and splinters, burrs, and sharp or jagged edges must be removed.
- p) **Cleaning** – The Permit Holder shall remove all trash from the Permit Area on a regular basis during business hours, and shall keep the Permit Area in a clean, orderly, litter-free and hazard-free condition:
  - i. The Permit Holder shall remove litter from the abutting properties which may have come from the Permit Area.
  - ii. The Permit Holder shall not place any solid waste in the City solid waste containers.
  - iii. The Permit Holder will regularly power wash the Permit Area to remove soil and grease.

5. **Application Requirements – applicants are cautioned that applications will not be considered complete without the following documents:**

- a) **Drawings:** Applicants shall submit:
  - i) A plan at 1:100 scale of the proposed facility, including entrances to all buildings, any landscaping, parking zones and bus stop locations, and any existing street furniture and/or appurtenances within a distance measured from 3 meters on either side of the business frontage;
  - ii) A list of materials and supplies to be installed in the Permit Area; and
  - iii) A description of signage intended for use on the patio (see Section 16)

**Dimensions and square footage of the patio area must be indicated on the drawing**

- b) **Security Deposit:** Prior to the issuance of a permit, the Applicant shall place with the City a cheque or cash deposit in the **amount of \$500.00** as security that the obligations imposed by the permit are fulfilled and to reimburse the City for the cost of any damage to the sidewalk, walkway, roadway, or other City facilities as a result of occupancy.
- c) **Certificate of Insurance:** The City’s standard Certificate of Insurance is included in the permit package as Schedule D, and must be completed by the Applicant with the signed original returned to the City as part of the application package. Applicants shall, without limiting their obligations or liabilities under this permit, procure and maintain, at their own expense and cost, insurance in the amount of \$2,000,000.00 not including the automobile liability insurance requirement under Section 2 of the City of Kelowna *Traffic Bylaw 8120*. The insurance policy shall be maintained continuously as long as a permit is in effect. **Proof of insurance must be emailed to city officials at [PropertyManagement@kelowna.ca](mailto:PropertyManagement@kelowna.ca) by April 1<sup>st</sup> of each year a permit is in place.**



d) **Consultation Process (Schedule C – not required for Temporary Use Permit)**

Each business using solely their own frontage for a patio will consult neighboring businesses, but will not have their application vetoed in the absence of neighbor consent. Where there is a proposed patio extension into roadway and a loss of parking, the City will consult with the appropriate Business Association to ensure they are aware of the application and request for removal of parking. The City reserves the right to not approve an application if there is significant lack of consent:

i. **Within the establishment frontage:** Building Owners and Permit Holders adjacent to a proposed outdoor seating area will be notified by the Applicant that an application for a patio is being

submitted to the City for approval. This notification is intended to give such businesses and owners the option of communicating any concerns to the City related to a proposed seating area, so that these concerns might be considered in the siting and design of the proposed seating facility.

ii) **Food and Beverage Business Located Above Street Level:** Food and beverage businesses located above street level must have the consent of any business(es) located at street level in the same building whose street frontage coincides with the proposed outdoor seating area. Where a conflict exists between a business above street level and a business at street level who share the same Building Owner, the Building Owner will determine which business will occupy the outdoor seating area. This provision applies regardless of whether the proposed facility would be located immediately adjacent to the building or on the curb side of the sidewalk. Written agreement from such businesses must be submitted to the City as a condition of approval for a permit.

iii) **Other Businesses Located Above Street Level:** Other businesses located above street level in the same building whose street frontage coincides with the proposed outdoor seating area must be consulted as a part of the permit process. Where there is a conflict between the businesses in the building, the majority, either in favor or against, will rule. Where there is only one (1) other business in the building and it is against, the Building Owner will determine if the outdoor patio application will be approved. Written approval from the Building Owner must be submitted to the City as a condition of approval for a permit.

iv) **Application to Use Vacant Neighboring Frontage:** A business may make application for vacant neighboring frontage by completing and submitting to the City the form set out in Schedule C. The permission granted in Schedule C may be rescinded by the Business and/or Building Owner at any time.

e) **Other considerations:**

- a) No portion of the Pedestrian Zone or Furnishing Zone may be occupied for any reason.
- b) Use is limited to businesses that occupy interior space and are engaged in business in an area that is in front of their business. Patio use must be directly related to the use of the interior space.
- c) All space utilized must meet with the City of Kelowna Patio Guidelines. Consultation of neighboring business owners, as per the Schedule C attachment, is required prior to construction of any patio structure.

## 6. Changes to Permit Area

Any Permit Holder proposing physical changes to an existing outdoor seating area must re-apply to the City. The application must include plans and any elevations describing the proposed changes. A \$180.00 application fee must also be submitted. An updated Certificate of Insurance may be required as deemed necessary by City staff. The existing security deposit held by the City as part of the initial application will continue to apply and may be increased if the Permit Area is also increased.

## 7. Permit Fee

The permit fee has been informed by an independent appraisal and takes into account the market value of the City-owned real estate being occupied. The appraisal recommends that an Adjustment Factor be applied. Patios closer to the lake are the most valuable. As the patios move further from the waterfront they become less valuable and therefore should be charged less for their use. Future increases will be at the rate of inflation as determined by the BC All Items Consumer Price Index or a five (5) year rent review at the discretion of the City.

Monthly and annual permit fees will be paid through the City's Pre-Authorized Debit program. The City may, at their discretion, revoke permits where accounts are outstanding in excess of 30 days.

a) **Seasonal Patios (small patios)** will be invoiced on July 1<sup>st</sup> of each year for a period of 5 months. All seasonal patios must be prepaid before a permit is issued. Seasonal Patios used one month prior to May 1<sup>st</sup> or one month after September 30<sup>th</sup> will be at the Permit Holder's discretion and will not be charged. Patio use beyond these times will be assessed at the Annual Patio rates. There are no refunds for patios used less than the 5-month season.

b) **Annual Patios** - any patio whose perimeter structure remains in place year round, or any patio that provides tables and chairs for use year round, will be invoiced semi-annually on January 1<sup>st</sup> and July 1<sup>st</sup> and payable in advance.

c) **Pro-rated Patios** will begin invoicing on the date a permit is granted. The permit fee for patios that commence operation after the first day of a calendar month will be pro-rated based on the total days remaining in the first month of operation.

### d) Fees

New Applications	\$300
Change in Scope – Active Permits	\$180
Security Deposit	\$500
Temporary Use Permits/Sandwich Boards	N/C
Lawrence/Leon 1 <sup>st</sup> year fees = 50% reduction	

### Fee Schedules by Area:

1. Downtown – Appendix A
2. Bernard Avenue – Appendix B
3. Pandosy Village Center – Appendix C
4. Rutland Town Center – Appendix D

### e) Discount

For the first year rent is due, the following discounts will apply:

- Patios that are constructed for less than \$2,500 receive \$0 credit
- Patios that are constructed for more than \$2,500 but less than \$5,000 receive a 50% credit
- Patios that are constructed for more than \$5,000 receive a 100% credit

Note that if there is a discrepancy between the above fees and those fees in *Traffic Bylaw 8120*, the fees in the Bylaw will prevail. The City may, at their discretion, revoke permits on accounts which are outstanding in excess of 30 days.

New patio application permit fees will be payable upon application. Once approved the permit fee will be invoiced and must be paid within 30 days of the invoice date.

## **8. Permit Period**

Seasonal Permits will be effective from May to September. Annual Permits for the use of roadway and parking stalls will be effective from January to December. Permit Holders are required to remove all furniture, goods and improvements from the Permit Area during the period it is not being actively used.

## **9. Obligation to Maintain Permit Area**

Permit Holders are required to keep all surfaces associated with the Permit Area free of debris and snow and must provide secure footing in all weather conditions. Note that Permit Holders are still required to keep the Frontage and Pedestrian Zone in front of their business free and clear of snow and ice regardless of their use of the Frontage Zone for patio purposes as per *Traffic Bylaw No. 8120*, Part 2, Section 2.5.1.

Patios must be power-washed regularly, and the Permit Holder may be asked to power wash their patios at more frequent intervals if the area becomes unsightly, at the discretion of the City.

**Smoking and cooking are not permitted in the Permit Area.**

## **10. Hold Harmless/Indemnification**

a) The Permit Holder will be liable for all loss, costs, damages, and expenses whatsoever incurred or suffered by the City, its elected officials, officers, employees and agents (the Indemnitees) including but not limited to damage to or loss of property and loss of use thereof, and injury to or death of a person or persons resulting from or in connection with the performance, purported performance, or non-performance of this permit, excepting only where such loss, costs, damages and expenses are as a result of the sole negligence of the Indemnitees.

b) The Permit Holder will defend, indemnify and hold harmless the Indemnitees from and against all claims, demands, actions, proceedings, and liabilities whatsoever and all costs and expenses incurred in connection therewith and resulting from the performance, purported performance, or non-performance of this permit, excepting only where such claim, demand, action, proceeding or liability is based on the sole negligence of the Indemnitees.

## **11. Risk**

Each proposed seating area will be reviewed by staff to assess the risk. Where a proposed seating area is deemed to have an elevated risk, the City may require modifications to the design of the proposed structure. The cost of any modifications would be the responsibility of the Applicant or the Applicant may choose to revise and resubmit their application.

Additionally, a permit application could be denied where it is deemed that it is not possible through any cost-effective means to mitigate the risk and to otherwise bring it within a range of acceptance. In addition, the City reserves the right to deny a permit for any reason.

## **12. Enforcement**

Year-round enforcement with increased emphasis on enforcement during the summer months. It is expected that all guidelines will be followed without instruction, and that any corrective action be taken immediately upon request.

a) With the exception of a breach of the terms related to insurance coverage (see below), where a Permit Holder is in breach of the terms of the program, the Permit Holder will be notified in writing and given ten (10) business days from the date of postmark, or five (5) days from the date of hand delivery, to comply with the terms of the program.

b) If compliance is not forthcoming within this time, cancellation of the permit will be effective immediately, and the business will be notified in writing and given three (3) business days from the date of postmark, or one (1) day from the date of hand delivery, to remove tables and chairs and all associated structures.

c) If the facility is still in place at the end of the specified time period, the business's damage deposit will be forfeited and the City will remove chairs, tables, and all other items within the confines of the Permit Area belonging to the business, as well as remove any structures assembled in conjunction with the Permit Area. These items will be stored at the owner's expense and the City will follow its standard procedure for dealing with seized goods and the Permit Holder will be billed for any amount that the costs of seizure, teardown, removal and storage exceed the value of the damage deposit. Where the costs of seizure do not exceed the value of the damage deposit, there will be a refund of the balance.

d) The Permit Holder will be required annually to submit proof of insurance. Failure to submit the required documentation may result in cancellation of the permit and trigger the enforcement procedure outlined above.

e) Where an unpaid amount is outstanding with respect to the seizure and storage of seats, tables, or structure and the security deposit has been forfeited, the former Permit Holder shall be prohibited from applying for a new permit for a period of **one (1) year** and until the outstanding balance has been paid. Any assets seized will be sold and the proceeds will be used to offset outstanding balances.

## **13. Non-transferability of Permit**

A permit must be taken out by a Permit Holder and must identify the business owner authorized to occupy the Permit Area. Only the business owner named in the permit is allowed to occupy the area described in the permit. The permit is not transferable.

## **14. Cancellation of Permit by City of Kelowna**

At any time, the City Manager, Superintendent of the RCMP, Property Manager or designee without notice may order that the outdoor seating facility be vacated, and any structure(s) removed, until further notice if the health, safety, welfare or good order of the City is threatened.

Patio code violations will be responded with timed amelioration notices, and those not compliant will have their patios deactivated by Bylaw services and the real estate department. In such a case, failure to remove patio equipment will result in seizure and storage at the Permit Holder's expense, first using the security deposit and then billing additional costs to the owner.

#### **15. Entertainment and Hours of Operation Within Outdoor Seating Areas.**

a) A patio may not permit, make or cause any noise within the Permit Area that is liable to disturb the quiet, peace, rest, enjoyment comfort or convenience of individuals or the public. The City of Kelowna *Good Neighbor Bylaw No. 11500, Part 7* will apply at all times.

b) A patio may operate from 8:00 am until 11:00 pm, 7 days per week. All patrons must leave the Permit Area by 12:00 am. A patio will not be occupied past 12:00 am for any reason. Last call for alcoholic beverages shall be at 10:30 pm. All alcoholic beverages must be removed from the Permit Area by 11:00 pm.

#### **16. Signage**

Advertising and identification signage must be limited to the name of the business and/or a discrete menu board and must comply with the provisions of the City of Kelowna *Sign Bylaw No. 8235*. Table top umbrellas with the Permit Holder's business name printed thereon or name(s) of products sold at the premises are allowed. No advertising is permitted on the Perimeter Structure. Proposed signage should be submitted as part of the application package. All subsequent additions and changes in signage after issuance of a permit must be approved by the City.

#### **17. Additional Considerations**

a) Overhead electrical extensions or electrical extensions placed across the public sidewalk are not allowed.

b) Permit Holders shall not carry out, or allow any activity within the Permit Area which would constitute an annoyance or nuisance to others or obstruct or interfere with the free and unrestricted use of areas adjacent to the Permit Area.

c) Permit Holders are advised they are not entitled to exclusive use of the space designated in the permit.

d) All aspects of any proposed facility must meet the provisions of the *Traffic Bylaw No. 8120*, and any other applicable bylaws. Where there is a discrepancy between the Terms of Reference and any applicable Bylaws, the provisions set out in the Bylaws will apply.

#### **18. Cancellation of Permit by City of Kelowna**

Should the City require the use of the Permit Area for any reason, the City may cancel the permit. The City shall give the Permit Holder at least 24 hours written notice of such cancellation, except in the case of an emergency, when the City may order that the outdoor seating facility be vacated, and if deemed necessary by the City, any structure(s) removed, until further notice.

#### **19. Sidewalk Café Extension Program Guidelines**

A permit may be issued for a sidewalk patio to occupy a portion of roadway to a maximum depth of two and a half (2.5) meters from the face of the curb in areas on on-street parallel parking or to a maximum depth of four (4) meters from the face of the curb in areas on-street angle parking.

Use is limited to businesses engaged in food and beverage service.

In all cases the occupancy of the Permit Area must conform to the sight lines established in Section 2.2, and Part 7 of the City of Kelowna *Traffic Bylaw 8120*.

**a) Decommissioning of Parking Stalls**

A permit may be issued to occupy a minimum of one (1) and a maximum of two (2) parallel parking stalls or a minimum of two (2) and a maximum of three (3) angle parking stalls.

The maximum number of stalls that may be occupied by all permit holders in a block, that contains 10 or more parallel parking stalls, or 20 or more angle parking stalls, on both sides of the street from intersection to intersection, is 20% of the total number of parking stalls, excluding handicapped parking stalls and loading zone stalls.

Where an application would result in more than 20% of parking spaces on a block being taken out of use, eg: where existing outdoor seating areas have used up the available parking spaces, staff will review the parking demand for the block in question. A permit will be allowed where the addition of another seating area is not deemed to significantly impact the availability of short-term parking and/or where the anticipated benefit of an additional seating area is deemed to outweigh any loss of on-street parking.

Where a permit is denied, the Applicant has the option of making an appeal to the Parking Services Manager.

**b) Requirements for Sidewalk Café Extensions**

In addition to the application requirements outlined in Section 4 of the Sidewalk Patio Program Guidelines, the following requirements must also be included with the submission of application documents:

- i. Elevations of the Permit Area including any ramps, fences, planter dimensions and overhead structures;
- ii. A section through any proposed ramps;
- iii. Details showing a minimum 4" drainage system at the curb; and
- iv. Applicants shall, without limiting their obligations or liabilities under this permit, procure and maintain, at their own expense and cost, insurance in the amount of \$2,000,000.00 not including the automobile liability insurance requirement under Section 2 of the City of Kelowna *Traffic Bylaw 8120*.

Applicants are cautioned that applications will not be considered complete without the required information under parts i, ii, and iii, above.

**20. Reduced Fee for New Facilities on Lawrence and Leon Avenues**

The permit fee will be reduced by 50% for all seating areas located on Lawrence and Leon Avenues. The reduced fee will apply only in the first year of operation.

**21. Permits for Outdoor Seating Areas in Lanes**

Permits for outdoor seating areas within lanes may be allowed if in evaluation by staff, use of the lane for such purposes does not restrict access by pedestrians or restrict or compromise access by delivery or emergency services vehicles. In the event that a lane is closed to vehicles, a minimum two-meter wide access route must be maintained for pedestrians.

## 22. Design and Construction Guidelines for Sidewalk Café Extensions

In addition to the requirements for a standard sidewalk patio, the following requirements are intended to assure the safety of patrons and the public, encourage accessibility for all individuals, and provide a facility that enhances the visual qualities of the streetscape:

- a) The Permit Area can be comprised of more than one level with the top of deck not more than 0.3 meters above the top of the adjoining sidewalk. The Permit Area must provide a non-slip, all-weather surface; use of carpeting is prohibited. Where wood planking is used, the Applicant is cautioned to ensure that cupping and flexing of wood members under the weight of pedestrian traffic does not create a tripping hazard. Planking must conform, at minimum, to the provisions of the B.C. Building Code;
- b) A fence must separate the Permit Area from the roadway and adjacent parking stalls, and must be a minimum of 2 meters wide, be free-standing and not anchored to the sidewalk or roadway;
- c) The fence must be 42" high, compliment the interior fence separating the Permit Area from the Pedestrian Area; and
- d) Concrete planters shall be placed in a manner that protects patrons from vehicular traffic on the road right-of-way, including vehicles entering and exiting adjacent parking or loading stalls.

**Schedule A**  
**Sidewalk Patio Program**  
Fee Schedule  
2019 - 2023

**Application Fees:**

New Applications	\$300
Change in Scope	\$180
Security Deposit	\$500
Temporary Use Permits / Sandwich Boards	N/C
Lawrence/Leon 1 <sup>st</sup> year fees = 50% reduction	

**Downtown – Appendix A**

- Excludes Bernard Avenue
- Abbott to Water
- Water to Ellis
- Ellis to St. Paul
- St. Paul to Richter

**Bernard Avenue – Appendix B**

- 200-300 Block
- 400 Block
- 500-550 Block
- 560-600 Block

**Pandosy Village – Appendix C**

- Cadder Avenue to Lakeshore Road
- Okanagan Lake to Richter Street

**Rutland Town Centre – Appendix D**

- Hw. 97 N to Prior Rd. North & South
- McIntosh Road to Jerome Road

**Schedule B**  
**Sidewalk Patio Program**  
 Permit Application

Applicant's Name: \_\_\_\_\_  
 Name of Business: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Phone: \_\_\_\_\_  
 Email: \_\_\_\_\_

I/we have read the Terms of Reference for the Sidewalk Patio Program and if granted a permit, agree to abide by the terms and conditions set out therein.

Applicant's Signature: \_\_\_\_\_  
 Date: \_\_\_\_\_

Personal information on this form is collected under the authority of the Freedom of Information and Protection of Privacy Act R.S.B.C. 1996, c. 165 and is necessary for the administration and operation of this program. Questions about the collection of this information to be directed to:

Manager, Property Management, City Hall, 1435 Water Street Kelowna BC V1Y 1J4 (250) 862-8610.

**Patio Type:**

Small Patio / Limited Retail

Large Patio Retail / No Liquor

Large Patio / Food and Liquor

**For Office Use:**

Annual Fee \$\_\_\_\_\_

Payment(s) Made In: January  July

Dimensions: \_\_\_\_\_ft X \_\_\_\_\_ft = \_\_\_\_\_sf

Application Fee

Security Deposit

Landlord Consultation

Neighbor(s) Consultation

Business Association (if appl)

Certificate of Insurance

Drawings - Patio Plan

Furnishings Plan

PAD Completed

Schedule C

Sidewalk Patio Program

Adjacent Business Owner Consultation and Building and/or Business Owner Approval to Use Vacant Patio Space

**Adjacent Building and/or Business Owner Consultation:**

Name: \_\_\_\_\_

Business Name: \_\_\_\_\_

Own  Operate

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

I/We understand that \_\_\_\_\_ is proposing to use the public sidewalk adjacent to My/Our Business and/or Building for a patio as part of the City of Kelowna’s Patio Program. I/We have seen the proposed plans that are attached and understand that the seating will utilize the sidewalk identified in the application on a seasonal or annual basis.

I/We  do not object  object

Date: \_\_\_\_\_ Signature: \_\_\_\_\_

Comments: \_\_\_\_\_

**Adjacent Business Owner Permission to Use Vacant Patio:**

Building/Business Owner: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

I/We understand that \_\_\_\_\_ is requesting to use My/Our vacant patio as part of the City of Kelowna’s Patio Program. I/We have seen the proposed plans that are attached and understand that the seating will utilize the sidewalk identified in the application on a seasonal or annual basis. I/We acknowledge that I/we may rescind this permission at any time to the City of Kelowna with immediate effect.

Date: \_\_\_\_\_ Signature: \_\_\_\_\_

Comments: \_\_\_\_\_



## Schedule D-1

### Sidewalk Patio Program Insurance Requirements

1. **Permit Holder To Provide**

The Permit Holder shall procure and maintain, at its own expense and cost, the insurance policies listed in section 2, with limits no less than those shown in the respective items. The insurance policy or policies shall be maintained continuously from commencement of the Permit or such longer period as may be specified by the City.

2. **Insurance**

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

- 2.1. Worker's Compensation Insurance covering all employees of Permit Holder engaged in the Work or Services in accordance with the statutory requirements of the province or territory having jurisdiction over such employees.
- 2.2. Comprehensive General Liability Insurance
  - 2.2.1. Providing for an inclusive limit of not less than \$2,000,000 for each occurrence or accident;
  - 2.2.2. Providing for all sums which the Permit Holder shall become legally obligated to pay for damages because of bodily injury (including death at any time resulting therefrom) sustained by any person or persons or because of damage to or destruction of property caused by an occurrence with the Permit;
  - 2.2.3. Including coverage for Products/Completed Operations, Blanket Contractual, Permit Holder's Protective, Personal Injury, Contingent Employer's Liability, Broad Form Property Damage, and Non-Owned Automobile Liability;
  - 2.2.4. Providing for Completed Operations Liability to continue for a period of 24 months after total completion of any work or operations or any part of any work or operations related in any way to the Permit or the Outdoor Seating area and activities or operations related in any way to the area;
  - 2.2.5. Including a Cross Liability clause providing that the inclusion of more than one Insured shall in no way affect the rights of any other Insured hereunder, in respect to any claim, demand, suit or judgement made against any other Insured;
  - 2.2.6. The deductible related to property damage and/or bodily injury shall not exceed \$5,000.
- 2.3. Automobile Liability Insurance covering all motor vehicles, owned, operated and used or to be used by the Permit Holder directly or indirectly in the performance of the use of the Permit. The Limit of Liability shall not be less than the \$2,000,000 inclusive, for loss or damage including personal injuries and death resulting from any one occurrence.

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

The policies required by sections 2.2 above shall provide that the City is named as an Additional Insured thereunder and that said policies are primary without any right of contribution from any insurance otherwise maintained by the City.

4. **Permit Holder's Agents or Contractors**

The Permit Holder shall require each of its agents or contractors that perform work or operations in connection with the Permit to provide comparable insurance to that set forth under section 2. Without limiting the liabilities of the Permit Holder or their agents or contractors, entertainers and performers may be excluded from this requirement.

5. **Certificates of Insurance**

The Permit Holder agrees to submit Certificates of Insurance, in the form of Schedule D attached hereto and made a part hereof, to the Risk Management Department of the city prior to commencing operations in relation to the Permit. Such Certificates shall provide that 30 day's written notice shall be given to the Risk Management Department of the City, prior to any material changes or cancellations of any such policy or policies.

6. **Other Insurance**

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

7. **Additional Insurance**

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

8. **Insurance Companies**

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

9. **Failure to Provide**

If the Permit Holder fails to do all or anything which is required of it with regard to insurance, the City may do all that is necessary to effect and maintain such insurance, and any monies expended by the City shall be repayable by and recovered from the Permit Holder. The Permit Holder expressly authorizes the City to deduct from any monies owing the Permit Holder, and any monies owing by the Permit Holder to the City.

10. **Nonpayment of Losses**

The failure or refusal to pay losses by any insurance company providing insurance on behalf of the Permit Holder or any agent of the Permit Holder shall not be held to waive or release the Permit Holder from any of the provisions of the Insurance Requirements of the Permit, with respect to the liability of the Permit Holder otherwise. Any insurance deductible maintained by the Permit Holder or any agent of the Permit Holder under any of the insurance policies is solely for their account and any such amount incurred by the City will be recovered from the Permit Holder as stated in section.

**Appendix A**  
**Downtown Area Patio Fees (excluding Bernard Avenue)**

<b>Abbott to Water</b>	<b>2019 - 2023</b>
Small Patio / Limited Scope Retail (Annual Fee)	\$535.50
*Large Patio / Food only or Large Scope Retail (per square foot)	\$4.20/sf
*Large Patio - Food and Liquor (per square foot)	\$8.40/sf

<b>Water to Ellis</b>	<b>2019 – 2023</b>
Small Patio / Limited Scope Retail (Annual Fee)	\$382.50
*Large Patio / Food only or Large Scope Retail (per square foot)	\$3.00/sf
*Large Patio - Food and Liquor (per square foot)	\$6.00/sf

<b>Ellis to St. Paul</b>	<b>2019 – 2023</b>
Small Patio / Limited Scope Retail (Annual Fee)	\$325.50
*Large Patio / Food only or Large Scope Retail (per square foot)	\$2.55/sf
*Large Patio - Food and Liquor (per square foot)	\$5.10/sf

<b>St. Paul to Richter</b>	<b>2019 - 2023</b>
Small Patio / Limited Scope Retail (Annual Fee)	\$249
*Large Patio / Food only or Large Scope Retail (per square foot)	\$1.95/sf
*Large Patio - Food and Liquor (per square foot)	\$3.90/sf

\* The minimum fee will be the Small Patio annual fee or the cost per square foot per year whichever is greater.

**Appendix B**

### Bernard Avenue Patio Fees

<b>200 Block</b>	<b>2019 - 2023</b>
Small Patio / Limited Scope Retail (Annual Fee)	\$714
*Large Patio / Food only or Large Scope Retail (per square foot)	\$5.60/sf
*Large Patio - Food and Liquor (per square foot)	\$11.20/sf

<b>300 – 400 Block</b>	<b>2019 – 2023</b>
Small Patio / Limited Scope Retail (Annual Fee)	\$510
*Large Patio / Food only or Large Scope Retail (per square foot)	\$4.00/sf
*Large Patio - Food and Liquor (per square foot)	\$8.00/sf

<b>500 Block</b>	<b>2019 – 2023</b>
Small Patio / Limited Scope Retail (Annual Fee)	\$434
*Large Patio / Food only or Large Scope Retail (per square foot)	\$3.40/sf
*Large Patio - Food and Liquor (per square foot)	\$6.80/sf

<b>560 Block</b>	<b>2019 - 2023</b>
Small Patio / Limited Scope Retail (Annual Fee)	\$332
*Large Patio / Food only or Large Scope Retail (per square foot)	\$2.60/sf
*Large Patio - Food and Liquor (per square foot)	\$5.20/sf

\* The minimum fee will be the Small Patio annual fee or the cost per square foot per year whichever is greater.

### Map of Downtown Patio Zone

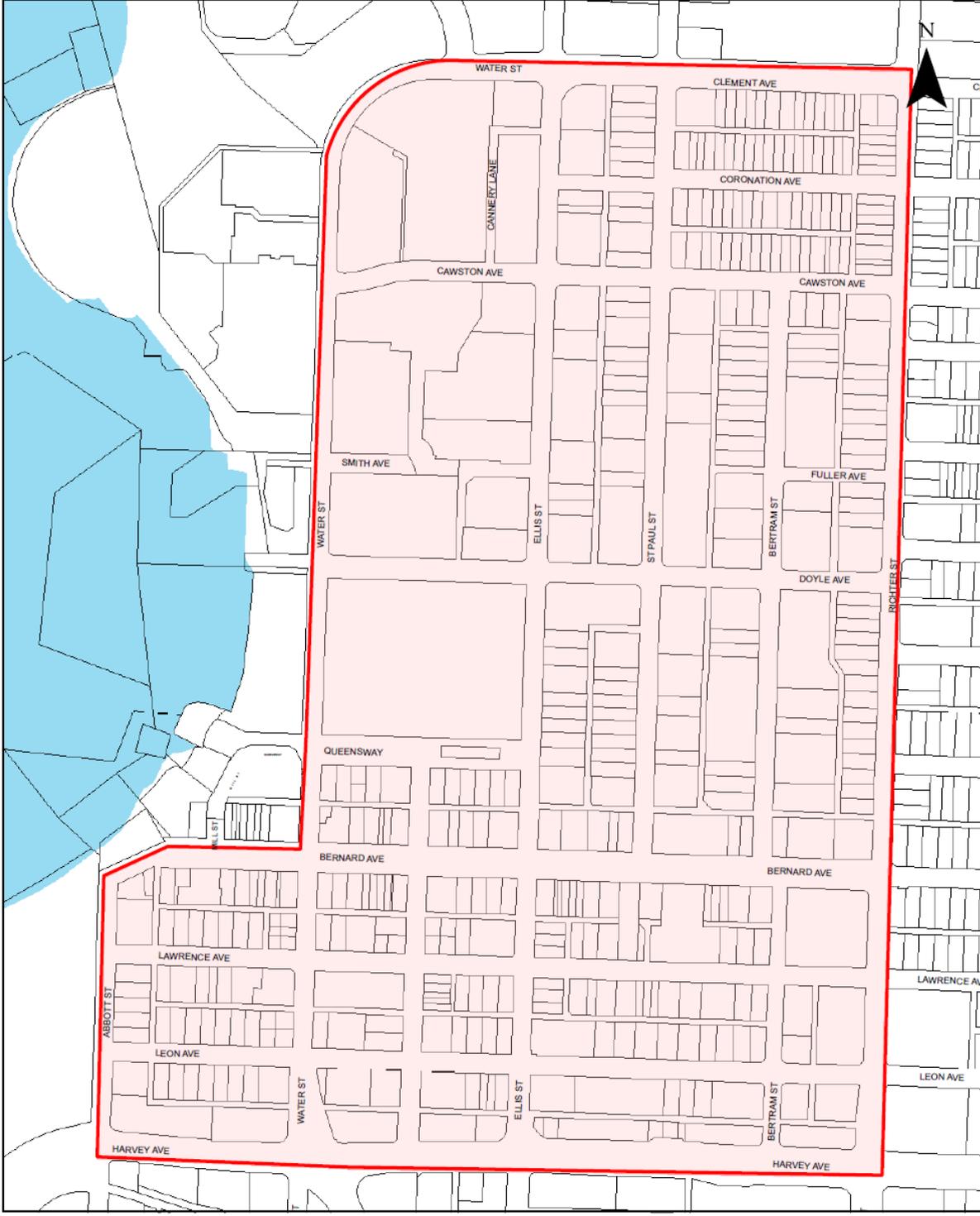
This map is for general information only.  
The City of Kelowna does not guarantee its  
accuracy. All information should be verified.

# Kelowna Downtown



0 20 40 80 120  
Meters

Aug 21, 2018

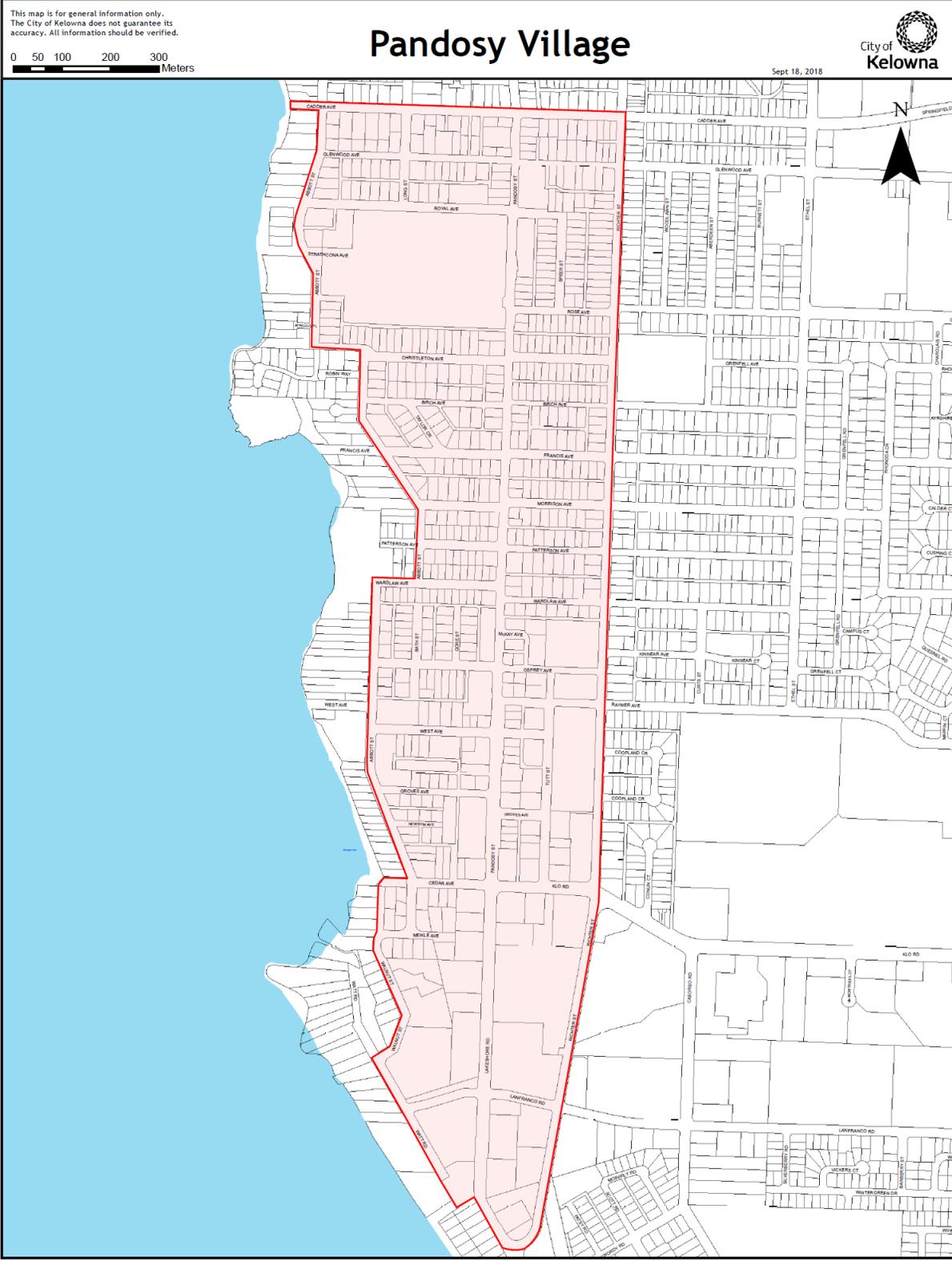


**Appendix C**  
**Pandosy Village Patio Fees**

<b>All Areas</b>	<b>2019 - 2023</b>
Small Patio / Limited Scope Retail (Annual Fee)	\$510
*Large Patio / Food only or Large Scope Retail (per square foot)	\$4.00/sf
*Large Patio - Food and Liquor (per square foot)	\$8.00/sf

\* The minimum fee will be the Small Patio annual fee or the cost per square foot per year whichever is greater.

# Map of Pandosy Village Patio Zone

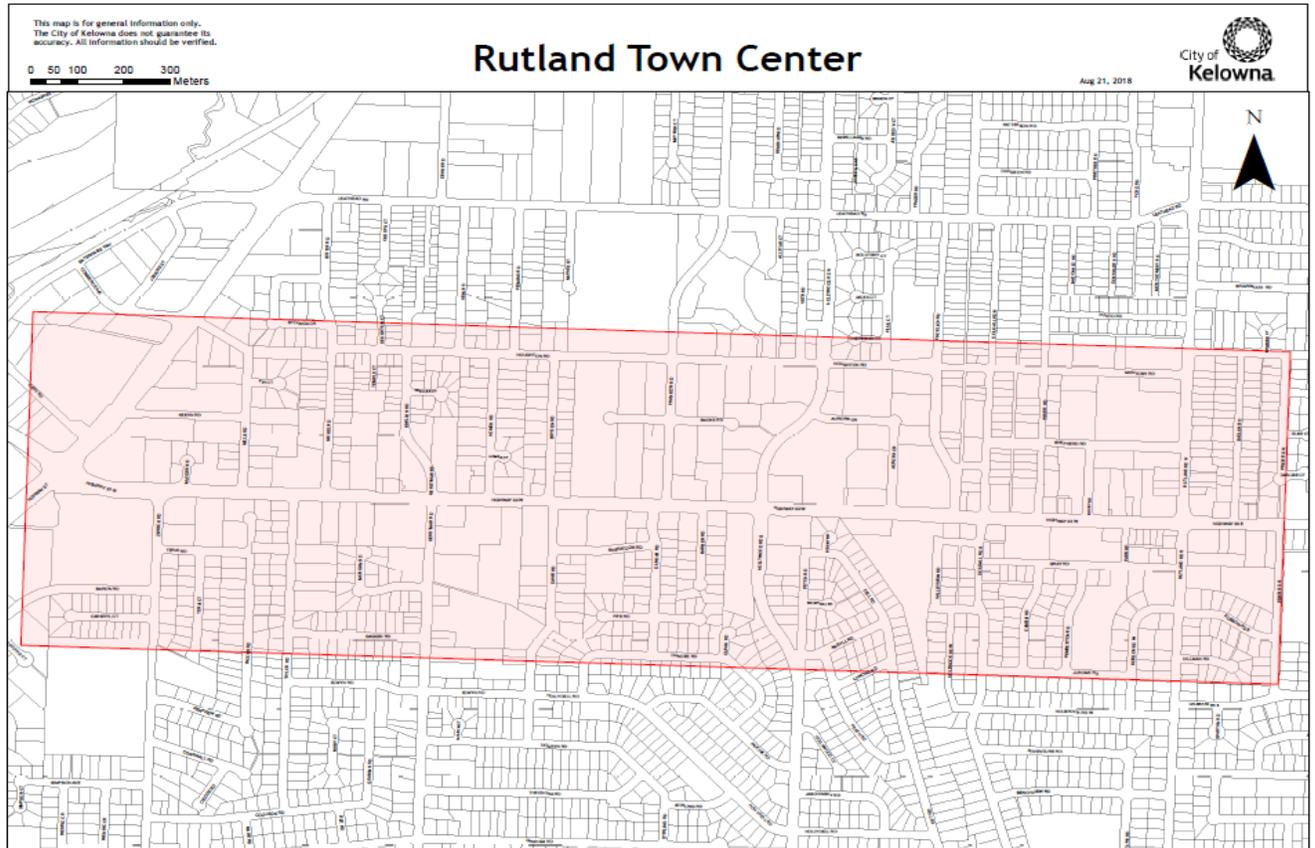


**Appendix D**  
**Rutland Town Center Patio Fees**

<b>All Areas</b>	<b>2019 - 2023</b>
Small Patio / Limited Scope Retail (Annual Fee)	\$255.00
*Large Patio / Food only or Large Scope Retail (per square foot)	\$2.00/sf
*Large Patio - Food and Liquor (per square foot)	\$4.00/sf

\* The minimum fee will be the Small Patio annual fee or the cost per square foot per year whichever is greater.

# Map of Rutland Town Center Patio Zone





Re: Patio Seating Program

To Mayor and Council:

The Pandosa Business Association is in support of the proposed seating guidelines for patios in our business district. We would like to thank Tammy Abrahamson for presenting the guidelines to us and the opportunity to give feedback.

Sincerely,

Barb Hill

Volunteer President of the Pandosa Village Business Association

202 - 3320 Richter Street

Kelowna, B.C.

V1W 4V5



March 08, 2019

Attention: Tammy Abrahamson, RPA, Property Officer | City of Kelowna

Please accept this Letter of Support from the Uptown Rutland Business Association (URBA) for the Consolidated Patio Program. As Uptown Rutland is an area where the City of Kelowna has identified to duplicate the highly successful Downtown patio program, we are supportive of the initiative to animate outdoor spaces in our community.

Businesses are continuing to grow, and density increases which makes URBA excited about what the future will hold for our business area. We're anxious to have a defined town centre so programs such as this are part of the overall landscape. As plans develop, URBA will consider putting together a pilot program that allows restaurants within our business improvement area to borrow, at no cost, patio fencing, tables, chairs and flower pots for one summer (restaurant owners will only need to pay the city permit costs). This will give restaurants a chance to test out the configuration, size, and overall viability of a patio. If restaurants feel the pilot is a success and would like to continue with a patio for another year, they may choose to purchase the elements loaned from URBA or source out other fencing/tables/chairs themselves or with URBA assistance.

Regards

Dawn Thiessen  
URBA – President

# DOWNTOWN KELOWNA

March 14, 2019

City of Kelowna  
1435 Water Street  
Kelowna, B.C. V1Y 1J4

Dear Tammy Abrahamson,

The Downtown Kelowna Association (DKA) represents all businesses in the Downtown core of our City. The DKA acts in the best interests of our members to promote Downtown Kelowna as a thriving place to work, live and play. The Board of Directors and Staff have reviewed the proposed new Consolidated Patio Seating Program.

It is understood that this new Program is a consolidation of the Bernard Avenue Sidewalk Patio Guidelines created in 2014 and the 2007 Sidewalk Seating and Sidewalk Café Extension program. The Guidelines set out in the Bernard Program are proposed to now be applicable to all businesses in the City of Kelowna. Given the mandate of the DKA, we are commenting solely on the affect of this new Program as it applies to the businesses operating in Downtown Kelowna.

The Downtown Kelowna Association supports the City in its initiative to consolidate its policies as they pertain to patio business in the City and Downtown Kelowna. The program for Bernard Avenue has been a positive factor in the revitalization of Downtown Kelowna. Patios serve as a draw to our core and benefit from both a business and aesthetic perspective.

However, the DKA cannot support an increase in costs to our members. Negative activities in Downtown continue to affect many of our member businesses on a regular basis and affect not only traffic to their businesses negatively, but contribute to extra operating costs for many.

The Downtown Kelowna Association would like to thank the City of Kelowna for providing the opportunity to review the Consolidated Patio Seating Program and provide feedback.

Sincerely,



Mark Burley EXECUTIVE DIRECTOR

200 – 287 Bernard Avenue  
Kelowna, British Columbia V1Y 6N2  
downtownkelowna.com  
mark@downtownkelowna.com  
T. 250.862.3515

# Consolidated Patio Program

April 15, 2019



# Background

- ▶ **2007** - Downtown Sidewalk Seating and Café Extension program was created;
  - ▶ provided guidelines for downtown businesses wishing to animate the outdoor spaces fronting their businesses;
- ▶ **2013/14** - Bernard Avenue Revitalization Project;
  - ▶ The success of the Downtown Sidewalk Seating & Café Extension Program led to the design and ultimate construction of the Bernard Avenue Patio Guidelines/Program; and,
  - ▶ Which has created the vibrant and animated Bernard Avenue that currently provides value to business, residents and visitors, alike.

# Background

- ▶ **2019** - The proposed Consolidated Sidewalk Seating Program Guidelines are intended to both:
  - ▶ unify/simplify the Sidewalk Seating and Café Extension program and the Bernard Avenue Patio Guidelines; and,
  - ▶ expand the value and benefit of animated sidewalks by making the program available in other urban centres, including the Rutland Town Centre and the South Pandosy Town Centre.

# Background

- ▶ In developing the Consolidated Sidewalk Seating Program Guidelines, staff consulted with the Downtown Kelowna Association, the Pandosy Village Business Association and the Uptown Rutland Business Association.

# Fee Recommendations

## Fee Recommendations – Consolidated Sidewalk Seating Program

	South Pandosy		Uptown Rutland		Bernard Ave <sup>3</sup>		Off Bernard Ave <sup>3</sup>	
	Current	Proposed	Current	Proposed	Current	Proposed	Current <sup>4</sup>	Proposed
<b>Small Patio<sup>1</sup></b>	n/a	\$ 510	n/a	\$ 255	\$510	\$ 510	n/a	\$ 332
<b>Large Patio (no liquor)<sup>2</sup></b>	n/a	\$4.00	n/a	\$2.00	\$4.32	\$4.00	\$0.75	\$2.60
<b>Large Patio (with liquor)<sup>2</sup></b>	n/a	\$8.00	n/a	\$4.00	\$8.64	\$8.00	\$0.75	\$5.20

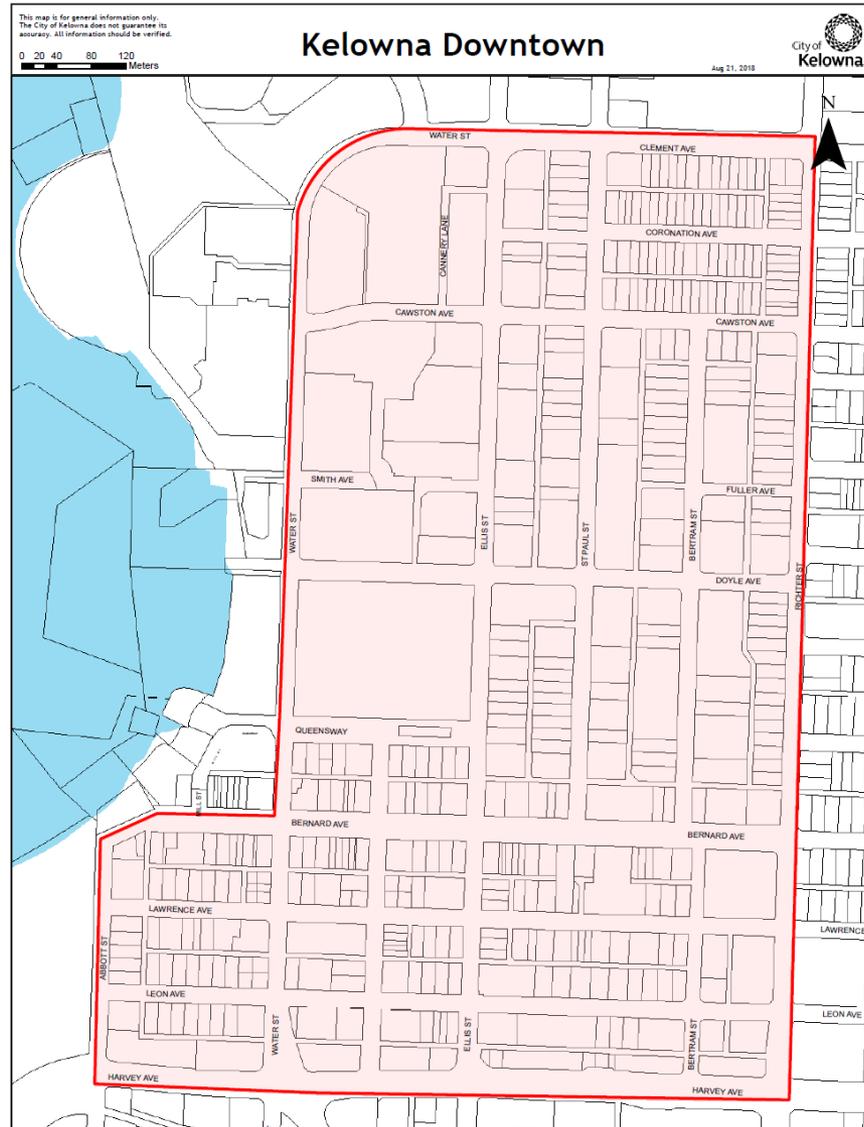
<sup>1</sup> annual fee

<sup>2</sup> fee per year per square foot

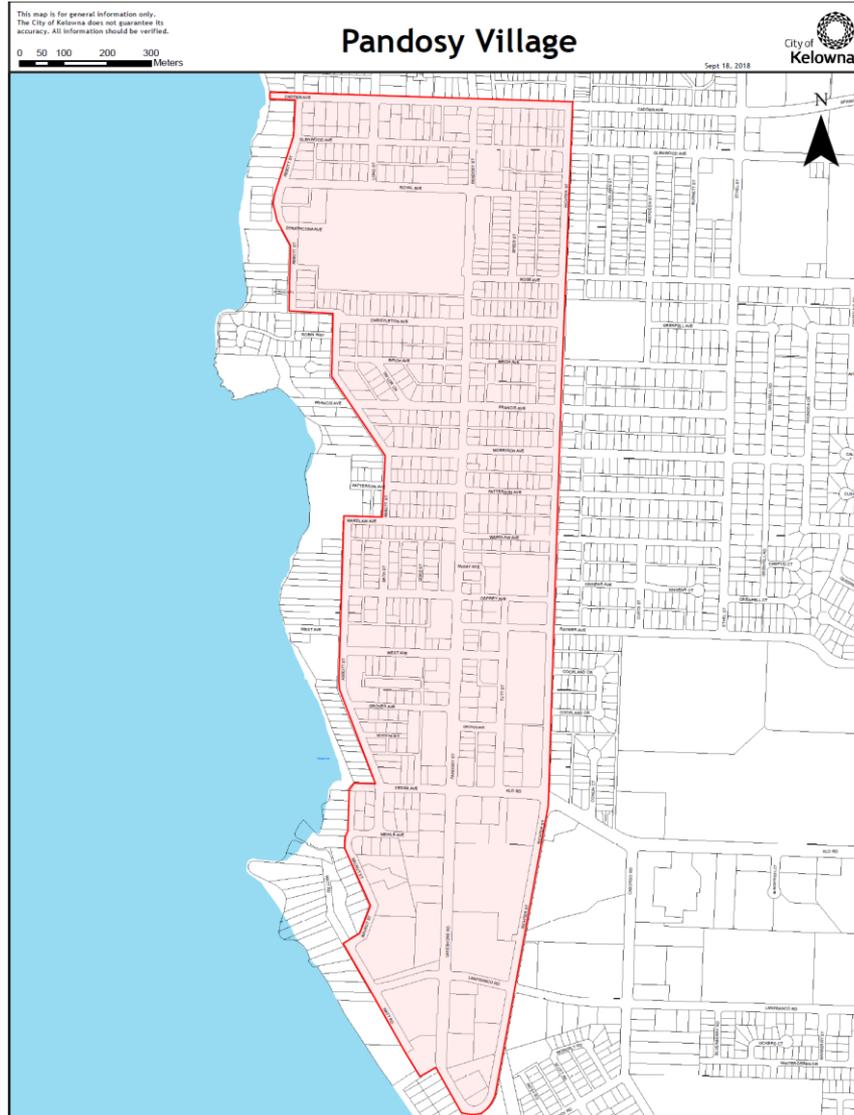
<sup>3</sup> fees shown represent median fees; actual fees are higher closer to the lake, and lower further away

<sup>4</sup> note that current off-Bernard Ave. patio fees have not been increased since 2007

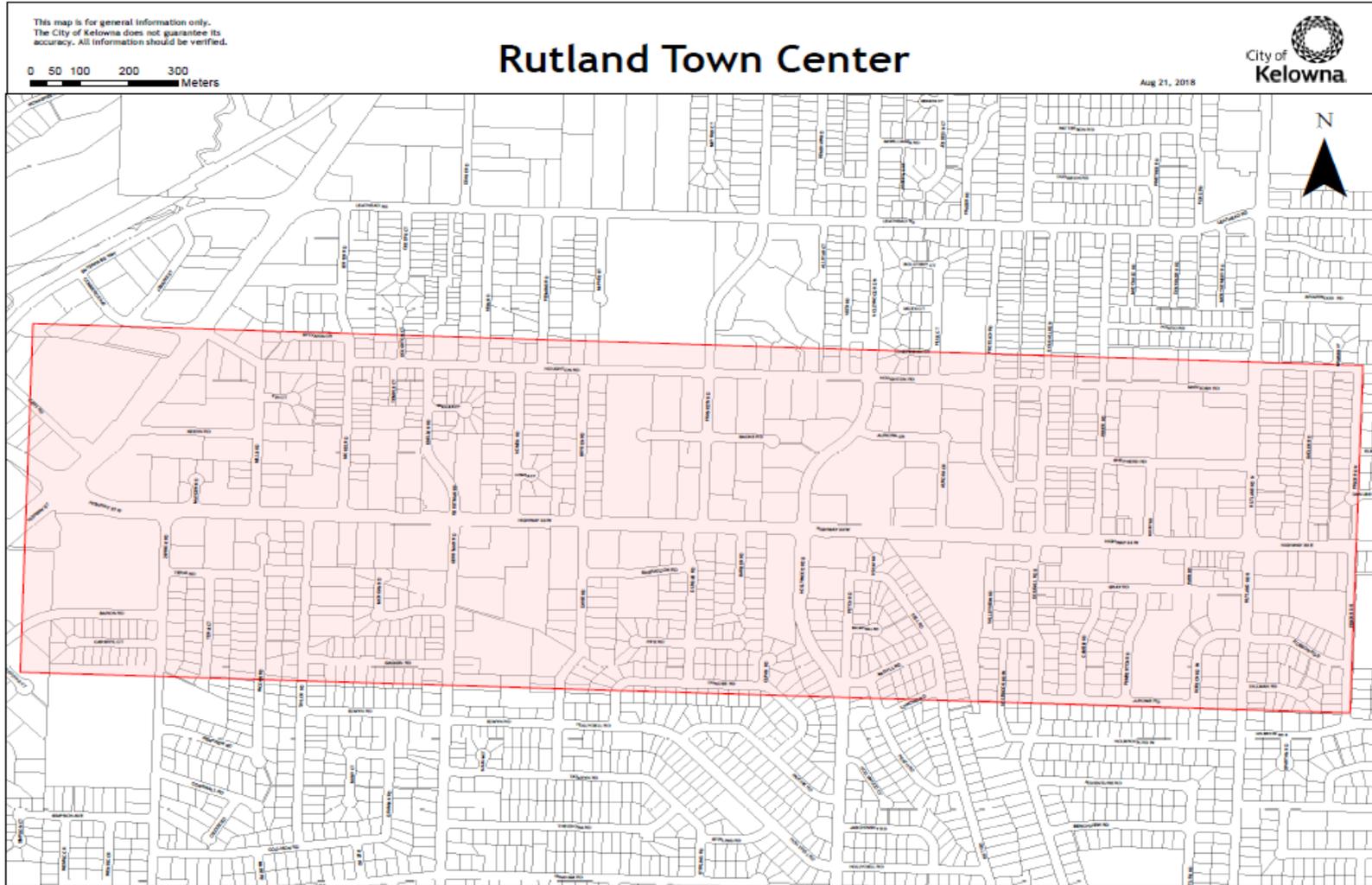
# Context Map - Downtown



# Context Map – South Pandosy



# Context Map - Rutland





“Realizing Community Benefits  
through Strategic Investment  
in Municipal Land”

- *City of Kelowna Land Strategy*

# CITY OF KELOWNA

## BYLAW NO. 11658

### Amendment No. 31 to Traffic Bylaw No. 8120

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The Municipal Council of the City of Kelowna, in open meeting assembled, enacts that the City of Kelowna Traffic Bylaw No. 8120 be amended as follows:

1. THAT **PART 7 – SIDEWALK/ROADWAY OCCUPANCY PERMITS, 7.1 Sidewalk/Roadway Occupancy Permits Excluding Bernard Avenue** be amended by:

a) Deleting in **Section 7.1.13A Entertainment within Permit Areas** that reads:

“Outdoor entertainment shall be restricted to live music with non-amplified instruments, and shall be permitted only until 11:00 pm on Fridays or Saturdays, or Sundays followed by a statutory holiday, and only until 10:00 pm on all other days.”

And replace with:

“A **patio** may operate from 8am until 11pm daily and must:

- a) adhere to the provisions of the City of Kelowna *Good Neighbor Bylaw*; and
- b) ensure all patrons have vacated the patio by 12am.”

b) deleting Section 7.1.18 – **Physical Changes to Existing Outdoor Seating Area** be deleted that reads:

“Any **permit** holder proposing physical changes to an existing outdoor seating area must re-apply to the **City**. The re-application must include submission of those items noted in subsection 7.1.3 of this bylaw describing the proposed changes, as well as a \$50.00 **permit** change fee. An updated risk assessment, pursuant to subsection 7.1.3A of this bylaw, and updated proof of insurance pursuant to subsection 7.1.15 of this bylaw, shall be required unless the proposed changes are inconsequential.”

And replace with:

“Any **permit** holder proposing physical changes to an existing outdoor seating area must re-apply to the **City**. The re-application must include submission of those items noted in subsection 7.1.3 of this bylaw describing the proposed changes, as well as the **permit** change fee set out in Schedule A. An updated risk assessment, pursuant to subsection 7.1.3A of this bylaw, and updated proof of insurance pursuant to subsection 7.1.15 of this bylaw, shall be required unless the proposed changes are inconsequential.”

2. AND THAT **PART 7 – SIDEWALK/ROADWAY OCCUPANCY PERMITS, 7.2 Bernard Avenue Sidewalk Program** be amended by deleting any reference to “Bernard Avenue Sidewalk Program” and replace it with “Bernard Avenue, Downtown, Pandosy Village and Uptown Rutland Consolidated Sidewalk Program”
3. AND THAT **SCHEDULE “A” FEES, PART 7 – SIDEWALK/ROADWAY OCCUPANCY PERMITS;** be deleted that reads:

**“PART 7 – SIDEWALK/ROADWAY OCCUPANCY PERMITS**

Subsection 7.1.2 Application Fee

**Sidewalk/Roadway Occupancy Permit Application Fee - \$50.00**

Temporary Seating and/or Tables: Temporary Seating and/or Tables: the greater of either the estimated lost parking revenue due to use of a parking space(s) pursuant to the **permit** or \$8.00 plus applicable taxes per square metre of **permit** area used for patron seating, for each month, on a pro rata basis, that the **permit** area is in operation or any structures, furniture, appurtenances, or other items are in place in the **permit** area. Notwithstanding the foregoing, the **permit** fee for new **permits** issued for Lawrence Avenue or Leon Avenue shall be reduced to 50% of the applicable fee for the first year of the **permit**.

Section 7.1.3 – Security Deposit for Sidewalk/Roadway Occupancy Permit

**Sidewalk/Roadway Occupancy Permit Security Deposit: \$500.00**

Subsection 7.2.2 Bernard Avenue Sidewalk Program Permit Fees

**Bernard Avenue Sidewalk Program Permit Application Fee:**

New Applications (onetime fee) - \$250  
Change in Scope - \$150

Existing Permit Holders (up to May 01, 2014)  
Renewal Fee (onetime fee) – \$150.00  
Change in Scope (after May 01, 2014) - \$150

**Bernard Avenue Sidewalk Program Permit Fees:**

<b>200 - 300 Block</b>	<b>2013 and 2014</b>	<b>2015</b>	<b>2016</b>	<b>2017</b>
Small Patio / Limited Scope Retail (Annual Fee)	\$0	\$255	\$510	\$510
*Large Patio / Food only or Large Scope Retail (per square foot per year)	\$0	\$2.16	\$4.32	\$4.32
*Patio - Food and Liquor (per square foot per year)	\$0	\$4.32	\$8.64	\$8.64
<b>400 Block</b>	<b>2013 and 2014</b>	<b>2015</b>	<b>2016</b>	<b>2017</b>
Small Patio / Limited Scope Retail (Annual Fee)	\$0	\$0	\$213	\$425
*Large Patio / Food only or Large Scope Retail (per square foot per year)	\$0	\$0	\$1.80	\$3.60
*Patio - Food and Liquor (per square foot per year)	\$0	\$0	\$3.60	\$7.20

<b>500 - 550 Block</b>	<b>2013 and 2014</b>	<b>2015</b>	<b>2016</b>	<b>2017</b>
Small Patio / Limited Scope Retail (Annual Fee)	\$0	\$0	\$170	\$340
*Large Patio / Food only or Large Scope Retail (per square foot per year)	\$0	\$0	\$1.44	\$2.88
*Patio - Food and Liquor (per square foot per year)	\$0	\$0	\$2.88	\$5.76
<b>560 - 600 Block</b>	<b>2013 and 2014</b>	<b>2015</b>	<b>2016</b>	<b>2017</b>
Small Patio / Limited Scope Retail (Annual Fee)	\$0	\$170	\$340	\$340
*Large Patio / Food only or Large Scope Retail (per square foot per year)	\$0	\$1.44	\$2.88	\$2.88
*Patio - Food and Liquor (per square foot per year)	\$0	\$2.88	\$5.76	\$5.76

\* The minimum fee will be the Small Patio annual fee or the cost per square foot per year whichever is greater.

**Discount**

For the first year rent is due, the following discounts will apply:

- Patios that are constructed for less than \$2,500 receive \$0 credit.
- Patios that are constructed for more than \$2,500 but less than \$5,000 receive a 50% credit.
- Patios that are constructed for more than \$5,000 receive a 100% credit.

Subsection 7.2.3 Security Deposit for Bernard Avenue Sidewalk Program Permit

**Bernard Avenue Sidewalk Program Permit Security Deposit: \$500.00**

And replace with:

**"PART 7 – SIDEWALK/ROADWAY OCCUPANCY PERMITS**

Subsection 7.1.2 & 7.2.2 Application Fees:

**Sidewalk/Roadway Application & Permit Fees**

New Application	\$300
Change in Scope – Active Permit	\$180
Security Deposit	\$500
Temporary Use Patio Permit/Sandwich Board	N/C

**Downtown Area, Bernard Avenue, Pandosy Village and Rutland Town Center Consolidated Sidewalk Program Application Fees:**

New Application	\$300
Change in Scope – Active Permit	\$180
Security Deposit	\$500
Temporary Use Permit/Sandwich Board	N/C

a) **Downtown Area Patio Fees (excluding Bernard Avenue)**

<b>200 Block</b>	<b>2019 - 2023</b>
Small Patio / Limited Scope Retail (Annual Fee)	\$535.50
*Large Patio / Food only or Large Scope Retail (per square foot)	\$4.20/sf
*Large Patio - Food and Liquor (per square foot)	\$8.40/sf

<b>300 – 400 Block</b>	<b>2019 – 2023</b>
Small Patio / Limited Scope Retail (Annual Fee)	\$382.50
*Large Patio / Food only or Large Scope Retail (per square foot)	\$3.00/sf
*Large Patio - Food and Liquor (per square foot)	\$6.00/sf

<b>500 Block</b>	<b>2019 – 2023</b>
Small Patio / Limited Scope Retail (Annual Fee)	\$325.50
*Large Patio / Food only or Large Scope Retail (per square foot)	\$2.55/sf
*Large Patio - Food and Liquor (per square foot)	\$5.10/sf

<b>560 Block</b>	<b>2019 - 2023</b>
Small Patio / Limited Scope Retail (Annual Fee)	\$249
*Large Patio / Food only or Large Scope Retail (per square foot)	\$1.95/sf
*Large Patio - Food and Liquor (per square foot)	\$3.9/sf

\* The minimum fee will be the Small Patio annual fee or the cost per square foot per year whichever is greater.

Discount:

For the first year rent is due, the following discounts will apply:

- Patios that are constructed for less than \$2,500 receive \$0 credit.
- Patios that are constructed for more than \$2,500 but less than \$5,000 receive a 50% credit.
- Patios that are constructed for more than \$5,000 receive a 100% credit.

b. **Bernard Avenue Patio Fees**

<b>Abbott to Water</b>	<b>2019 - 2023</b>
Small Patio / Limited Scope Retail (Annual Fee)	\$714
*Large Patio / Food only or Large Scope Retail (per square foot)	\$5.60/sf
*Large Patio - Food and Liquor (per square foot)	\$11.20/sf

<b>Water to Ellis</b>	<b>2019 - 2023</b>
Small Patio / Limited Scope Retail (Annual Fee)	\$510
*Large Patio / Food only or Large Scope Retail (per square foot)	\$4.00/sf
*Large Patio - Food and Liquor (per square foot)	\$8.00/sf

<b>Ellis to St. Paul</b>	<b>2019 - 2023</b>
Small Patio / Limited Scope Retail (Annual Fee)	\$434
*Large Patio / Food only or Large Scope Retail (per square foot)	\$3.40/sf
*Large Patio - Food and Liquor (per square foot)	\$6.80/sf

<b>St. Paul to Richter</b>	<b>2019 - 2023</b>
Small Patio / Limited Scope Retail (Annual Fee)	\$332
*Large Patio / Food only or Large Scope Retail (per square foot)	\$2.60/sf
*Large Patio - Food and Liquor (per square foot)	\$5.20/sf

\* The minimum fee will be the Small Patio annual fee or the cost per square foot per year whichever is greater.

Discount:

For the first year rent is due, the following discounts will apply:

- Patios that are constructed for less than \$2,500 receive \$0 credit.
- Patios that are constructed for more than \$2,500 but less than \$5,000 receive a 50% credit.
- Patios that are constructed for more than \$5,000 receive a 100% credit.

c) **Pandosy Village Patio Fees**

All Areas	2019 - 2023
Small Patio / Limited Scope Retail (Annual Fee)	\$510
*Large Patio / Food only or Large Scope Retail (per square foot)	\$4.00/sf
*Large Patio - Food and Liquor (per square foot)	\$8.00/sf

\* The minimum fee will be the Small Patio annual fee or the cost per square foot per year whichever is greater.

Discount:

For the first year rent is due, the following discounts will apply:

- Patios that are constructed for less than \$2,500 receive \$0 credit.
- Patios that are constructed for more than \$2,500 but less than \$5,000 receive a 50% credit.
- Patios that are constructed for more than \$5,000 receive a 100% credit.

d) **Rutland Town Center Patio Fees**

All Areas	2019 - 2023
Small Patio / Limited Scope Retail (Annual Fee)	\$255.00
*Large Patio / Food only or Large Scope Retail (per square foot)	\$2.00/sf
*Large Patio - Food and Liquor (per square foot)	\$4.00/sf

\* The minimum fee will be the Small Patio annual fee or the cost per square foot per year whichever is greater.

Discount:

For the first year rent is due, the following discounts will apply:

- Patios that are constructed for less than \$2,500 receive \$0 credit.
- Patios that are constructed for more than \$2,500 but less than \$5,000 receive a 50% credit.
- Patios that are constructed for more than \$5,000 receive a 100% credit.

4. This bylaw may be cited for all purposes as "Bylaw No. 11658, being Amendment No. 32 to Traffic Bylaw No. 8120."

5. This bylaw shall come into full force and effect and be binding on all persons as of May 1, 2019.

Read a first, second and third time by the Municipal Council this

Adopted by the Municipal Council of the City of Kelowna this

\_\_\_\_\_  
Mayor

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

# Report to Council



**Date:** April 15, 2019  
**File:** 0220-20  
**To:** City Manager  
**From:** Budget Supervisor  
**Subject:** Amendment No. 1 to the Five Year Financial Plan 2018-2022  
Report Prepared by: Kam Dosanjh, Accountant

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## **Recommendation:**

THAT Council receives, for information, the Report from the Budget Supervisor dated April 15, 2019 with respect to amendments to the Five Year Financial Plan 2018-2022 Bylaw;

AND THAT Bylaw No. 11795 being Amendment No. 1 to the Five Year Financial Plan 2018-2022 Bylaw No. 11583 be advanced for reading consideration.

## **Purpose:**

To amend the Five Year Financial Plan 2018-2022 as required by the Community Charter so that it includes the authorized transfers and amendments that occurred throughout the year.

## **Background:**

The City of Kelowna, in order to comply with section 165(1) of the Community Charter (Financial Management), amends the financial plan to provide for expenditures required after adoption of the Five Year Financial Plan Bylaw. These expenditures, in all cases, do not impact taxation demand but rather result in the shift of funding from one source to another and/or shifts in expenditures within, or from, one municipal purpose area to another.

The amended financial plan is impacted on a departmental basis by contingency fund transfers and other transfers as permitted under the Budget Amendment Policy #262 and Budget Transfer Policy #261. The attached Schedule A includes the authorized transfers and amendments that occurred throughout the year.

The following are the material transfers and amendments that are being brought before Council for the first time:

## General Fund

### *Civic Operations Division:*

The Prospera Place hot water tanks (\$35,770) and the chiller equipment (\$242,220) were replaced in 2018. The replacement was funded through the Prospera Place Capital Maintenance Fund.

FortisBC provides rebates for energy reduction projects and studies that have the potential to provide an energy reduction road map. Budget was amended to include \$51,450 for a FortisBC approved Energy Feasibility Study Audit and Energy Audit for Wastewater Treatment and Pump Operations, as well as \$76,400 to support energy reduction initiatives implemented by the Energy Program Manager position.

Budget was reduced by \$50,000 as the Forest Fire Risk Reduction Partnership Grant was not received from the Natural Areas Forest Management project in 2018.

### *Community Planning & Strategic Investments Division:*

In order to deliver the 2040 OCP Update, \$103,960 was transferred from the Policy and Planning - Professional and Consulting Services budget to cover increased costs related to public engagement and communication materials, online interactive final document development, consulting services, and visual design graphic work.

### *Corporate Strategic Services Division:*

The restructure within Corporate Strategic Services resulted in two positions, amounting to \$220,800, being transferred to the Information Services department.

### *Human Resources & Community Safety:*

The Certificate of Recognition (COR) Rebate is awarded by WorkSafeBC to recognize municipalities that have safety management systems that assist in the enhancement of safety programs and practices. Budget was amended by \$184,432 to increase the rebate revenue budget to match to the amount received for 2018.

Additional security patrols were funded through the RCMP Reserve in the amount of \$74,730 for the Cornerstone area downtown and the Sutherland/Capri area.

### *Infrastructure Division:*

Budget was amended for the Okanagan Gateway Project due to changes to the original funding sources. The Federal grant application to the National Trade Corridor Fund for \$250,000 was unsuccessful; a reduction of the Ministry of Transportation grant of \$112,500 as the grant has not been confirmed yet; and a further reduction of \$25,000 from General Reserve due to a re-scope of the project for a total amendment of \$387,500.

Budget was amended as the City was successful in attaining a \$150,000 infrastructure planning Provincial grant from Union of BC Municipalities for Flood Mitigation Mapping.

Due to scope escalation and unforeseen design issues for the Lakeshore 1 DCC Collett Road Intersection, surplus budget in the amount of \$106,000 was transferred from the Sector B Top Lift Paving Project.

\$54,000 in budget surpluses from the Richter Street Water Main project and the Lawrence Avenue Water Main project were transferred to fund projected shortfalls in the Martin Avenue Water Main Project, Morrison Avenue Water Main project and Aspen Road LAS Water Main project. Scope escalation from the original estimates and some unforeseen design issues resulted in the projects exceeding the original budgets.

Budget was amended to provide funding for remaining work related to the new Police Services Building, and \$30,000 in funding previously approved by Council from the Public Art Program to fund public art for the Police Services Building. The estimated remaining work for 2019 was funded through the RCMP Reserve in the amount of \$307,450. Also, the City was awarded a \$101,460 infrastructure planning grant from Fortis BC related to the Energy Conservation Measures in place for the building. The grant funding was used to decrease the borrowing component of the project.

Budget was amended to support the partnership between the City and the Okanagan Mission Lions to build a Pedestrian Bridge over Bellevue Creek in the amount of \$30,000.

Additional funding was required for the combined sewer replacement projects in the lanes north of Fuller Avenue, Stockwell Avenue and Martin Avenue as the lowest bid was more than the estimated cost for the construction. Surplus budget in the amount of \$313,000 was transferred from the Airport Gravity Main Bypass DCC Sewer Project.

**Legal/Statutory Authority:**

Community Charter section 165

**Considerations not applicable to this report:**

**Internal Circulation:**

**Legal/Statutory Procedural Requirements:**

**Existing Policy:**

**Financial/Budgetary Considerations:**

**Personnel Implications:**

**External Agency/Public Comments:**

**Communications Comments:**

**Alternate Recommendation:**

Submitted by:

Melanie Antunes, Budget Supervisor

**Approved for inclusion:**



George King CPA CMA, Financial Planning Manager

## Schedule "A"

### Financial Plan 2018-2022

	2018 Amended Budget	2018	2019	2020	2021	2022	2023-2030
<b>Revenue</b>							
Property Value Tax	133,481,167	133,481,167	139,430,437	145,122,266	150,408,366	157,382,755	1,461,906,406
Library Requisition	6,208,386	6,208,386	6,332,554	6,459,205	6,588,389	6,720,157	58,832,475
Parcel Taxes	3,182,576	3,182,576	3,240,499	3,264,934	3,267,975	3,289,512	27,087,039
Fees and Charges	124,930,508	120,340,045	121,423,849	124,052,661	126,394,056	128,980,515	1,133,108,927
Borrowing Proceeds	960,120	4,949,710	-	-	4,000,000	38,000,000	47,000,000
Other Sources	142,487,941	120,141,281	53,638,039	51,174,731	50,325,889	49,664,592	473,329,592
	<u>411,250,698</u>	<u>388,303,165</u>	<u>324,065,378</u>	<u>330,073,797</u>	<u>340,984,675</u>	<u>384,037,531</u>	<u>3,201,264,439</u>
<b>Transfer between Funds</b>							
Reserve Funds	1,686,769	1,636,769	1,187,642	1,187,644	1,187,644	1,187,644	7,783,328
DCC Funds	22,366,151	21,026,529	21,156,387	35,099,364	28,359,611	10,007,504	134,230,749
Surplus/Reserve Accounts	157,980,748	107,612,509	60,585,009	64,873,876	59,207,023	81,179,101	364,048,101
	<u>182,033,668</u>	<u>130,275,807</u>	<u>82,929,038</u>	<u>101,160,884</u>	<u>88,754,278</u>	<u>92,374,249</u>	<u>506,062,178</u>
<b>Total Revenue</b>	<u>593,284,366</u>	<u>518,578,972</u>	<u>406,994,416</u>	<u>431,234,681</u>	<u>429,738,953</u>	<u>476,411,780</u>	<u>3,707,326,617</u>
<b>Expenditures</b>							
Municipal Debt							
Debt Interest	9,355,943	9,751,943	5,967,121	4,775,593	4,518,089	5,593,509	45,124,844
Debt Principal	15,701,603	15,701,603	11,854,479	8,752,346	6,995,881	8,324,481	57,547,333
Capital Expenditures	261,215,118	199,532,820	91,168,105	110,037,653	100,637,265	140,242,793	718,303,710
Other Municipal Purposes							-
General Government	33,125,718	32,234,881	32,742,458	33,666,861	34,477,239	35,336,979	316,874,041
Planning, Development & Building Services	31,761,629	30,055,912	22,228,128	21,572,763	22,177,065	22,841,006	206,781,561
Community Services	86,271,053	85,529,601	87,394,503	91,120,838	93,916,881	96,761,805	887,920,257
Protective Services	58,029,412	57,220,810	60,132,712	62,932,499	65,027,364	67,192,476	622,851,700
Utilities	23,777,110	21,075,639	20,769,420	21,136,728	21,615,414	22,109,942	196,351,254
	<u>16,193,891</u>	<u>14,960,261</u>	<u>15,426,153</u>	<u>15,907,225</u>	<u>16,385,650</u>	<u>16,880,195</u>	<u>154,533,470</u>
	<u>535,431,477</u>	<u>466,063,470</u>	<u>347,683,079</u>	<u>369,902,506</u>	<u>365,750,848</u>	<u>415,283,186</u>	<u>3,206,288,170</u>
<b>Transfers between Funds</b>							
Reserve Funds	20,780,406	19,482,943	19,812,358	19,845,931	19,869,137	19,380,963	155,107,575
DCC Funds	2,343,410	-	-	-	-	-	-
Surplus/Reserve Accounts	34,729,073	33,032,559	39,498,979	41,486,244	44,118,968	41,747,631	345,930,872
	<u>57,852,889</u>	<u>52,515,502</u>	<u>59,311,337</u>	<u>61,332,175</u>	<u>63,988,105</u>	<u>61,128,594</u>	<u>501,038,447</u>
<b>Total Expenditures</b>	<u>593,284,366</u>	<u>518,578,972</u>	<u>406,994,416</u>	<u>431,234,681</u>	<u>429,738,953</u>	<u>476,411,780</u>	<u>3,707,326,617</u>

**CITY OF KELOWNA**

**BYLAW NO. 11795**

**Amendment No. 1 to the Five Year Financial Plan 2018-2022**

**Bylaw No. 11583**

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

1. THAT the Five Year Financial Plan 2018-2022 Bylaw No. 11583 be amended by deleting Schedule "A" in its entirety and replacing with them new Schedule "A" as attached to and forming part of this bylaw;
2. This bylaw may be cited for all purposes as Bylaw No. 11795 being "Amendment No. 1 to the Five Year Financial Plan Bylaw, 2018-2022, No. 11583"

Read a first, second and third time by the Municipal Council this

Adopted by the Municipal Council of the City of Kelowna this

\_\_\_\_\_  
Mayor

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

## Schedule "A"

### Financial Plan 2018 - 2022

	2018 Amended Budget	2018	2019	2020	2021	2022	2023-2030
<b>Revenue</b>							
Property Value Tax	133,481,167	133,481,167	139,430,437	145,122,266	150,408,366	157,382,755	1,461,906,406
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Borrowing Proceeds	960,120	4,949,710	-	-	4,000,000	38,000,000	47,000,000
Other Sources	142,487,941	120,141,281	53,638,039	51,174,731	50,325,889	49,664,592	473,329,592
	411,250,698	388,303,165	324,065,378	330,073,797	340,984,675	384,037,531	3,201,264,439
<b>Transfer between Funds</b>							
Reserve Funds	1,686,769	1,636,769	1,187,642	1,187,644	1,187,644	1,187,644	7,783,328
DCC Funds	22,366,151	21,026,529	21,156,387	35,099,364	28,359,611	10,007,504	134,230,749
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	182,033,668	130,275,807	82,929,038	101,160,884	88,754,278	92,374,249	506,062,178
<b>Total Revenue</b>	593,284,366	518,578,972	406,994,416	431,234,681	429,738,953	476,411,780	3,707,326,617
<b>Expenditures</b>							
Municipal Debt							
Debt Interest	9,355,943	9,751,943	5,967,121	4,775,593	4,518,089	5,593,509	45,124,844
Debt Principal	15,701,603	15,701,603	11,854,479	8,752,346	6,995,881	8,324,481	57,547,333
Capital Expenditures	261,215,118	199,532,820	91,168,105	110,037,653	100,637,265	140,242,793	718,303,710
Other Municipal Purposes							
General Government	33,125,718	32,234,881	32,742,458	33,666,861	34,477,239	35,336,979	316,874,041
Planning, Development & Building Services							
	31,761,629	30,055,912	22,228,128	21,572,763	22,177,065	22,841,006	206,781,561
Community Services							
	86,271,053	85,529,601	87,394,503	91,120,838	93,916,881	96,761,805	887,920,257
Protective Services							
	58,029,412	57,220,810	60,132,712	62,932,499	65,027,364	67,192,476	622,851,700
Utilities							
	23,777,110	21,075,639	20,769,420	21,136,728	21,615,414	22,109,942	196,351,254
Airport							
	16,193,891	14,960,261	15,426,153	15,907,225	16,385,650	16,880,195	154,533,470
	535,431,477	466,063,470	347,683,079	369,902,506	365,750,848	415,283,186	3,206,288,170
<b>Transfers between Funds</b>							
Reserve Funds	20,780,406	19,482,943	19,812,358	19,845,931	19,869,137	19,380,963	155,107,575
DCC Funds	2,343,410	-	-	-	-	-	-
Surplus/Reserve Accounts	34,729,073	33,032,559	39,498,979	41,486,244	44,118,968	41,747,631	345,930,872
	57,852,889	52,515,502	59,311,337	61,332,175	63,988,105	61,128,594	501,038,447
<b>Total Expenditures</b>	593,284,366	518,578,972	406,994,416	431,234,681	429,738,953	476,411,780	3,707,326,617

# Report to Council



**Date:** April 15, 2019  
**File:** 0280-40  
**To:** City Manager  
**From:** Revenue Supervisor  
**Subject:** 2019 Tax Distribution Policy

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**Recommendation:**

THAT Council approve a Municipal Tax Distribution Policy as outlined in the Report dated April 15, 2019, for the year 2019 that will result in a modification of the 2018 Tax Class Ratios to reflect the uneven market value changes which have been experienced between property classes, as follows:

Property Class	2018 Tax Class Ratios	2019 Tax Class Ratios
Residential/Rec/NP/SH	1.0000:1	1.0000:1
Utilities	5.5475:1	5.4690:1
Major Industrial	6.6176:1	6.4174:1
Light Industrial/Business/Other	2.3777:1	2.3555:1
Farm Land	0.1524:1	0.1523:1
Farm Improvements	0.4987:1	0.4980:1

AND THAT Council approve development of 2019 tax rates to reflect the 2019 assessment changes in property market values.

**Purpose:**

To establish tax class ratios that will be used in the preparation of the 2019 tax rates.

**Background:**

The 2019 assessment roll is based on market values established on July 1, 2018. The market value change to assessments is outlined in the following table:

<u>Property Class</u>	<u>Market Increase/(Decrease)</u>
Residential/Rec/NP/SH	6.62%
Utilities	8.16%
Major Industrial	9.95%
Light Industrial/Business/Other	7.62%
Farm Land	1.47%
Farm Improvements	6.78%

Under Provincial legislation, Community Charter section 165(3.1)(b), municipalities must set out objectives and policies in relation to the distribution of property value taxes among the property classes. The current Council policy is to modify tax class ratios to provide an effective tax increase that is the same for all classes. Market value changes that result in uneven changes between property classes result in a tax burden shift to the class experiencing greater market value increases unless tax class ratios are modified to mitigate this shift. Over time, this can lead to changes in the tax ratios of one, or several, property classes if their market change is different from the residential class, which is used as the base.

From 2018 information on municipalities with a population of over 75,000, Kelowna has the second lowest Business Class ratio and was one of six municipalities that had a Business class ratio under 3.00. To remain competitive, Kelowna ensures that business and light industry property tax ratios remain below the average of BC municipalities with populations greater than 75,000. A maximum of 3.00 is to be considered for these classes and any impacts from this cap will be reported to council.

There is a Provincial regulation capping the Utility class multiple at 2.5 times the Business property class ratio; this equates to a maximum of 5.9441 for the current year. The Utility Class ratio remains close to the maximum ratio that can be used and could impact the tax sharing in future years, however the impact would be minimal due to the smaller assessment in that property class.

#### Impact on Properties Within Each Property Class

It is important to be aware that the tax rates established as a result of new tax class ratios are designed to avoid shifts between property classes; however, the rates established are based on the average market value increase for the entire class or classes.

The establishment of tax class ratios that prevent shifts between classes does not eliminate potential shifts within a property class where a property has experienced a market value change that is greater than the average for that class.

The establishment of modified tax class ratios provides a basis for an equitable distribution of general municipal taxes between classes; however, the establishment of the required tax rate will be dependent on the final tax demand as determined by Council during Final Budget deliberations.

#### Background Information

Additional background information is attached to this report on the following:

- The B.C. Assessment Authority and the Assessment System
- The Taxation System
- Historical Council Policy - Tax Class Ratios
- The 2019 Revised Assessment Roll

Conclusion

Utilities, Major Industrial, Light Industrial/Business/Other, and Farm Improvement, tax class ratios for 2019 have decreased in relation to the residential class. This reflects the market value changes experienced in those classes in comparison to the residential class. The Farm Land tax rate will remain at fifty cents per thousand of assessed value, as set by statute.

**Internal Circulation:**

Divisional Director, Financial Services  
Controller

**Existing Policy:**

As included in the Five Year Financial Plan Bylaw:

- Council will annually review and modify tax class ratios to provide an effective tax change that is the same for all classes.
- The impacts on other property classes from administering a ratio cap on the Light Industrial/Business classes will be reported to Council.
- Regularly review and compare the City’s relative position in terms of distribution of taxes to other similarly sized municipalities in British Columbia.

**Legal/Statutory Authority:**

Community Charter section 165(3.1)(b)

**Financial/Budgetary Considerations:**

The approved tax class ratios will be used to establish the 2019 property tax rates.

**Considerations not applicable to this report:**

Legal/Statutory Procedural Requirements:

Personnel Implications:

External Agency/Public Comments:

Communications Comments:

Alternate Recommendation:

**Submitted by:**

Angie Schumacher, Revenue Supervisor

**Approved for inclusion:**



Genelle Davidson, Divisional Director, Financial Services

## **BACKGROUND INFORMATION**

### **ASSESSMENT SYSTEM/TAXATION SYSTEM**

#### **The B.C. Assessment Authority and the Assessment System**

The B.C. Assessment Authority is an independent body created by the Provincial Legislature and is charged with the responsibility of preparing an Assessment Roll for all of the properties in British Columbia.

Taxing authorities, at various levels of government (e.g. Provincial, Municipalities, Regional Districts, Hospitals, School Districts) use the Assessment Roll to assist them with the distribution of the taxes required to operate their corporations.

July 1<sup>st</sup> is the assessment valuation date for properties listed in the assessment roll.

Although the Assessment Roll preparation is the responsibility of the Assessment Authority, for use by various taxing jurisdictions, B.C. Assessment has nothing to do with the actual levying of taxes, other than for its own operating levy.

#### **The Taxation System**

City Council is responsible only for the General Municipal portion of the property taxes appearing on the Kelowna tax bill that is sent to property owners in May of each year. The City of Kelowna is responsible for the billing and collection of taxes levied by other taxing jurisdictions such as the School District, however City Council has no direct control over these levies.

The General Municipal tax levy is the City's primary revenue source, which is used to pay for the services that it delivers to its citizens such as fire and police protection, street and parks maintenance, library, new road construction, etc.

The provision of water, sewer and airport services is funded by way of user rates. These costs are not included in the general municipal tax levy.

The Assessment System managed by B.C. Assessment and the Taxation System managed by the City of Kelowna are two separate systems, subject to different Acts of Legislature and meant for two different purposes.

Over the years, the taxation system has changed substantially and has been constantly reviewed and amended by the Province in an attempt to provide a more equitable and understandable method of sharing the taxation requirements within each municipality.

Prior to the present system, which provides the authority for Municipalities to set the tax class ratios, uneven market fluctuations between classes resulted in shifts in the taxation burden from one property class to another.

Tax Class ratios represent the relative tax amounts that each class will pay as a ratio of the residential tax class. For example, if the tax class ratio of the Business to Residential class is 2.50:1, this means that for each dollar of market value the Business Class tax rate will be two and one-half times that of the Residential Class.

The ability to establish different tax rates for each class of property means that municipalities can avoid shifts of taxation between classes of property, unless there is a deliberate political decision to do otherwise.

The differential tax rate powers granted to municipalities are not, however, designed to prevent shifts of taxation between properties within a particular class.

**Historical Council Policy - Tax Class Ratios**

From 1984, when City Council was granted the authority to establish tax class ratios, to 1988, there was very little market value movement in the City. As a result, there was no need to adjust the tax class ratios to prevent shifts in the tax burden from one property class to another.

This changed slightly in 1989 and the City chose to modify the tax class ratios at that time to reflect the difference in market movement between the residential class and the business class.

In 1991 there was a more dramatic change in the market values of residential property which necessitated a more significant change in the tax class ratios to ensure that the residential class did not experience a greater percentage tax increase, on average, than other property classes that year.

The following is a historical recap of the tax class ratios which were established from 1991 through to 2019 based on market value shifts that occurred during that period (some years are omitted to condense the information):

<b>Property Class</b>	<b>1985</b>	<b>1991</b>	<b>1997</b>	<b>2003</b>	<b>2009</b>	<b>2015</b>	<b>2016</b>	<b>2017</b>	<b>2018</b>	<b>2019</b>
Residential/ Supportive Housing	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Utilities	2.21	3.00	3.03	3.76	6.15	5.13	5.05	5.32	5.55	5.47
Major Industry	1.74	2.49	3.20	2.93	3.96	3.48	3.73	5.80	6.62	6.42
Light Industry/ Business	1.74	2.40	2.02	2.04	2.72	2.13	2.19	2.30	2.38	2.36

### The 2019 Assessment Roll

The following is the 2019 split between market and non-market changes as provided by B.C. Assessment:

	<u>(000's)</u>		<u>Market</u>	<u>Non-Market</u>
	<u>2018</u>	<u>2019</u>		
Res/Rec/NP/SH	30,043,014	32,916,613	6.62%	2.94%
Utilities	38,244	41,153	8.16%	-0.55%
Major Industrial	21,479	23,783	9.95%	0.78%
Light Ind/Bus/Other	5,244,213	5,770,467	7.62%	2.41%
Farm Land	20,624	20,939	1.47%	0.06%
Farm Improvements	347,097	373,815	6.78%	0.92%
Totals	<u><u>35,714,671</u></u>	<u><u>39,146,769</u></u>	6.77%	2.84%

The 2019 Assessment Roll includes a total of \$1.014 billion in non-market change values added and summarized as follows:

	<u>(million's)</u>
Residential/Rec/NP/SH	\$ 884.5
Utilities	(0.2)
Major Industrial	0.2
Light Industrial/Business & Other	126.4
Farm Land/Farm Improvements	3.2
Total	<u><u>\$ 1,014.1</u></u>



# Tax Distribution Policy 2019



# 2019 Tax Distribution Policy

## PURPOSE

- ▶ To establish the methodology for “Tax Class Ratios” or distribution of taxation demand among property classes resulting in the 2019 tax rate

# 2019 Tax Distribution Policy

## BACKGROUND

- ▶ Provincial legislation empowers local governments to distribute property taxes among property classes
- ▶ There are nine property classes within the City of Kelowna:
  - Residential
  - Light Industrial
  - Major Industrial
  - Utilities
  - Business/Other
  - Farm Land
  - Supportive Housing
  - Rec/Non-Profit
  - Farm Improvements

# 2019 Tax Distribution Policy

## TAX CLASS RATIO

- ▶ Used to calculate the Municipal Tax Rate for each Property Class
- ▶ A multiple of the tax rate in comparison to the residential rate (base rate)

# 2019 Tax Distribution Policy

## **FIXED SHARE TAX DISTRIBUTION**

- ▶ The “Fixed Share” method has been supported by Council since 1989
- ▶ Compensates for market shifts between property classes
- ▶ Provides an effective tax increase that is the same for all property classes

# 2019 Tax Distribution Policy

<b>STEP 1 - CALCULATE ASSESSMENT CHANGE</b>			
<b>Property Class</b>	<b>2018 Assessment Totals</b>	<b>2019 Assessment Totals</b>	<b>Assessment Percentage Change</b>
Res/Rec/NP/SH	30,043.01	32,916.61	9.56%
Utilities	38.24	41.15	7.61%
Major Industrial	21.48	23.78	10.73%
Light Ind/Business/Other	5,244.22	5,770.47	10.03%
Farm Land	20.62	20.94	1.53%
Farm Improvements	347.10	373.82	7.70%
	(In millions)		

# 2019 Tax Distribution Policy

STEP 2 - IDENTIFY REASONS FOR CHANGE			
Property Class	Percentage Change	Non -Market Change	Market Change
Res/Rec/NP/SH	9.56%	2.94%	6.62%
Utilities	7.61%	-0.55%	8.16%
Major Industrial	10.73%	0.78%	9.95%
Lgt Ind/Business/Other	10.03%	2.41%	7.62%
Farm Land	1.53%	0.06%	1.47%
Farm Improvements	7.70%	0.92%	6.78%

# 2019 Tax Distribution Policy

- ▶ Fixed Share method modifies the Tax Class Ratios to account for market change
- ▶ The effective tax increase is equal among all property classes

STEP 3 - MODIFY THE TAX CLASS RATIOS						
Property Class	Market Change		2018 Tax Class Ratios	2019 Tax Class Ratios <i>(Modified)</i>		Effective Tax Increase
Res/Rec/NP/SH	6.62%		1.0000	1.0000		4.43%
Utilities	8.16%		5.5475	5.4690		4.43%
Major Industrial	9.95%		6.6176	6.4174		4.43%
Lgt Ind/Business/Other	7.62%		2.3777	2.3555		4.43%
Farm Land	1.47%		0.1524	0.1523		1.91%
Farm Improvements	6.78%		0.4987	0.4980		4.43%

*Provisional Budget Tax Increase = 4.43%*

# 2019 Tax Distribution Policy

## COMPARISON WITH 2018

Property Class	Market Change	2018 Tax Class	2019 Tax Class
Res/Rec/NP/SH	6.62%	1.0000	1.0000
Utilities	8.16%	5.5475	5.4690
Major Industrial	9.95%	6.6176	6.4174
Lgt Ind/Business/Other	7.62%	2.3777	2.3555
Farm Land	1.47%	0.1524	0.1523
Farm Improvements	6.78%	0.4987	0.4980

# 2019 Tax Distribution Policy

## 2018 TAX CLASS RATIOS

PROPERTY CLASS	MUNICIPAL	SCHOOL	BC ASSESSMENT	RDCO & HOSPITAL
Res/Rec/NP/SH	1.00	1.00	1.00	1.00
Utilities	5.55	9.24	12.50	3.50
Supportive Housing	1.00	0.07	0.00	1.00
Major Industrial	6.62	2.90	12.50	3.40
Light Industrial	2.38	2.90	3.08	3.40
Business/Other	2.38	2.90	3.08	2.45
Recreation/Non-Farm Land	1.00	1.72	1.00	1.00
	0.15	4.83	1.00	1.00

# 2019 Tax Distribution Policy

2018 RATIOS: >75,000 POPULATION

<b>Municipality</b>	<b>Business</b>	<b>Utilities</b>	<b>Major Ind.</b>	<b>Light Ind.</b>
Coquitlam	4.38	18.18	14.30	4.91
Saanich	4.26	10.24	2.66	2.66
Burnaby	4.19	16.71	21.18	4.19
Vancouver	4.04	21.30	27.54	4.04
Langley	3.75	12.88	3.18	3.31
Victoria	3.53	10.33	3.53	3.53
North Vancouver	3.52	25.12	14.72	4.85
Delta	3.37	17.26	12.17	3.26
Surrey	3.30	17.75	5.81	2.81
Maple Ridge	3.29	13.35	7.90	3.29
Richmond	3.19	20.85	7.79	3.19
Abbotsford	2.99	11.92	-	2.48
Nanaimo	2.89	9.24	2.89	2.89
Kamloops	2.55	7.71	14.13	4.00
Chilliwack	2.40	11.77	2.23	2.23
<b>Kelowna</b>	<b>2.38</b>	5.55	6.62	2.38
Prince George	2.30	5.76	6.26	3.71
<b>Average</b>	<b>3.31</b>			

# 2019 Tax Distribution Policy

## **FIXED SHARE TAX DISTRIBUTION**

- ▶ Business Tax Class Ratio below cap of 3.00 :1
  - ▶ Remains below 2018 Provincial Average
- ▶ Utility Tax Class Ratio below legislated provincial cap of 2.5 times Business Tax Class Ratio

# 2019 Tax Distribution Policy

## FIXED SHARE TAX DISTRIBUTION

- ▶ Provides stability and predictability
- ▶ Provides a basis for an equitable distribution of Municipal taxes between property classes

Property Class	Market Change	2019 Tax Class Ratios	Effective Tax Increase
Res/Rec/NP/SH	6.62%	1.0000	4.43%
Utilities	8.16%	5.4690	4.43%
Major Industrial	9.95%	6.4174	4.43%
Lgt Ind/Business/Other	7.62%	2.3555	4.43%
Farm Land	1.47%	0.1523	1.91%
Farm Improvements	6.78%	0.4980	4.43%



## *Questions?*

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

# Report to Council



**Date:** April 15, 2019  
**File:** 0280-40  
**To:** City Manager  
**From:** Revenue Supervisor  
**Subject:** 2019 Sterile Insect Release (SIR) parcel tax  
Report Prepared by: Pam Kuiper, Accountant

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## **Recommendation:**

THAT Council approve the Sterile Insect Release Program as outlined in the report of the Revenue Supervisor dated April 15, 2019, charging the 2019 Sterile Insect Release (SIR) Parcel Tax to individual property tax rolls in accordance with the 2019 SIR Parcel Tax Assessment Roll provided to the City of Kelowna by SIR administration.

AND THAT Bylaw No. 11803 being the Sterile Insect Release Program Parcel Tax Bylaw 2019 be forwarded for reading consideration.

## **Purpose:**

To authorize the 2019 Sterile Insect Release parcel tax levy on specified property tax rolls within the City of Kelowna.

## **Background:**

The SIR Program is an area wide codling moth management program operating in key growing areas of the Okanagan, Similkameen and Shuswap Valleys, in commercial orchards and urban areas. The SIR Board governs the service provided through bylaws of the Okanagan Similkameen, Central Okanagan, North Okanagan and Columbia Shuswap Regional Districts. Funding is requisitioned through a land value tax paid by all property owners in the service area and a parcel tax levied against planted host tree acreage. The SIR Program provides enforcement of area wide management and control of codling moth infestation as well as the rearing and releasing of sterile codling moths throughout orchards. This environmentally friendly technique reduces the need for reliance on pesticides. Sterile insect technology allows for greater opportunities for sustainable agricultural practices such as integrated pest management controls of orchard pests. A reduction in chemical sprays benefits the entire community through less environmental impact to the air, water and soil quality, benefiting public health as well as producing quality fruit.

The program consists of two separate levies. The first levy is based on the assessed value of the land and a tax rate for each class of property (residential, utility, major and light industrial, recreational, business, and farm land), and is provided by the Regional District of Central Okanagan. It applies, generally, to all property tax rolls within the City of Kelowna.

The second levy is a parcel tax applicable to all properties that are 0.30 acres or more and contain 20 or more codling moth host trees (apple, pear, crab apple, and quince). The 2019 charge of \$139.26 per assessed acre will be applied to all property tax rolls on the list provided by SIR administration and are attached to Bylaw 11803.

The following chart lists the historical annual budget figures levied on property within the City of Kelowna as well as the year over year percentage change.

	2013	2014	2015	2016	2017	2018	2019
General Levy on All Properties	\$708,659	\$715,400	\$719,400	\$725,950	\$731,272	\$738,469	\$744,305
Percentage Change from Prior Year	0.79%	0.95%	0.56%	0.91%	0.73%	0.98%	0.79%
Parcel Tax Levy	\$352,690	\$344,695	\$336,120	\$329,755	\$322,597	\$319,073	\$307,121
Percentage Change from Prior Year	-3.71%	-2.27%	-2.49%	-1.89%	-2.17%	-1.09%	-3.75%
Per Acre Charge for Parcel Tax	\$139.26	\$139.26	\$139.26	\$139.26	\$139.26	\$139.26	\$139.26
Percentage Change from Prior Year	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%

**Internal Circulation:**

Office of the City Clerks

**Legal/Statutory Authority:**

Section 200 of the Community Charter provides that Council may, by bylaw, impose a parcel tax in accordance with Part 7 Division 4 – Parcel Taxes to provide all or part of the funding for a service.

**Financial/Budgetary Considerations:**

While the SIR program is run across the 4 participating regional districts, each municipality has tax authority over their own specific area. Each municipality deals with the parcel tax and then passes on the funds to the Regional District, who then uses the funds to pay for the SIR Program.

**Considerations not applicable to this report:**  
**Legal/Statutory Procedural Requirements:**  
**Existing Policy:**  
**Personnel Implications:**  
**External Agency/Public Comments:**  
**Communications Comments:**  
**Alternate Recommendation:**

Submitted by:

Angie Schumacher, Revenue Supervisor

**Approved for inclusion:**  Genelle Davidson, Divisional Director, Financial Services

Attachments:  
Schedule A - 2019 SIR Parcel Tax Roll



# Sterile Insect Release (SIR) Program 2019

# Part 1: Levy on Land Only

- ▶ A general levy of 0.0365 cents per thousand of assessed value of land on all classes.
  - ▶ For example: \$3.65 would be levied on land that is assessed at 100,000

# Part 2: Levy on Parcels

- ▶ All parcels of land that are greater than **0.3** of an acre and contain 20 or more codling moth host trees are charged \$139.26 per assessed acre.



## *Questions?*

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

SCHEDULE A

Regional District of Central Okanagan

2019 OKSIR PARCEL TAX ROLL

Jurisdiction:217

Jurisdiction	Folio	Property Address	Legal Description	Adj. Acre	x139.26
217	03108.010	1355 LATTA RD	LOT 10, PLAN KAP1611, SEC 1, TWP 23, 41	5.53	770.11
217	03121.000	2355 MCKENZIE RD	LOT A, PLAN KAP15859, SEC 1, TWP 23, 41	6.37	887.09
217	03121.010	2295 MCKENZIE RD	LOT 2, PLAN KAP33255, SEC 1, TWP 23, 41	21.01	2925.85
217	03186.100	2685 SEXSMITH RD	LOT 1, PLAN KAP45492, SEC 3, TWP 23, 41	9.02	1256.13
217	03205.000	2635 SEXSMITH RD	LOT 1, PLAN KAP12772, SEC 3&33, TWP 23, 41	6.99	973.43
217	03210.125	2517 SEXSMITH RD	LOT 10, PLAN KAP21431, SEC 3&4, TWP 23, 41	6.84	952.54
217	03210.210	705 VALLEY RD	LOT B, PLAN KAP31659, SEC 3, TWP 23, 41	4.97	692.12
217	03236.002	770 PACKINGHOUSE RD	LOT 1, PLAN EPP68383, SEC , TWP 23, 41	3.86	537.54
217	03245.000	590 BRENDA RD	LOT 25, PLAN KAP896, SEC 4&9, TWP 23, 41	4.85	675.41
217	03255.321	1982 UNION RD	LOT A, PLAN KAP75150, SEC 4, TWP 23, 41	1.00	139.26
217	03255.322	1980 UNION RD	LOT B, PLAN KAP75150, SEC 4, TWP 23, 41	1.00	139.26
217	03262.000	2389 LONGHILL RD	LOT 13, PLAN KAP1068, SEC 4, TWP 23, 41	5.98	832.77
217	03263.000	2206 LONGHILL RD	LOT 2, PLAN KAP1068, SEC 4&34, TWP 23, 41	7.33	1020.78
217	03264.000	185 VALLEY RD	LOT 3, PLAN KAP1068, SEC 4&34, TWP 23, 41	3.77	525.01
217	03266.000	143 VALLEY RD	LOT 5, PLAN KAP1068, SEC 4, TWP 23, 41	3.84	534.76
217	03267.000	127 1 VALLEY RD	LOT 6, PLAN KAP1068, SEC 4, TWP 23, 41	9.27	1290.94
217	03268.000	2214 BONN RD	LOT 7, PLAN KAP1068, SEC 4, TWP 23, 41	4.51	628.06
217	03269.000	115 VALLEY RD N	LOT 8, PLAN KAP1068, SEC 4, TWP 23, 41	10.16	1414.88
217	03270.000	2547 SEXSMITH RD	LOT 11, PLAN KAP1068, SEC 3&4, TWP 23, 41	1.10	153.19
217	03271.000	220 MAIL RD	LOT 12, PLAN KAP1068, SEC 4, TWP 23, 41	8.46	1178.14
217	03272.000	180 MAIL RD	LOT 13, PLAN KAP1068, SEC 4, TWP 23, 41	7.01	976.21
217	03274.000	135 VALLEY RD N	LOT H, PLAN KAP1636, SEC 4, TWP 23, 41	5.34	743.65
217	03278.000	800 PACKINGHOUSE RD	LOT 3, PLAN KAP1884, SEC 4&9, TWP 23, 41	1.00	139.26
217	03279.000	2160 SCENIC RD	LOT 4, PLAN KAP1884, SEC 4&9, TWP 23, 41	4.45	619.71
217	03410.000	1250 GLENMORE RD N	LOT 1, PLAN KAP1068, SEC 9, TWP 23, 41	3.46	481.84
217	03645.000	2434 GALE RD	LOT 2, PLAN KAP1453, SEC 23, TWP 23, 41	1.77	246.49
217	03646.000	2504 GALE RD	LOT 3, PLAN KAP1453, SEC 23, TWP 23, 41	4.17	580.71
217	03650.000	2801 DRY VALLEY RD	LOT 7, PLAN KAP1453, SEC 23, TWP 23, 41	2.07	288.27
217	03664.000	2155 PIER MAC WAY	LOT 1, PLAN KAP2257, SEC 23, TWP 23, 41	2.33	324.48
217	03664.514	2855 DRY VALLEY RD	LOT A, PLAN KAP37471, SEC 23, TWP 23, 41	3.56	495.77
217	03664.516	2849 DRY VALLEY RD	LOT B, PLAN KAP37471, SEC 23, TWP 23, 41	10.67	1485.90
217	03884.000	3310 MATHEWS RD	LOT 63, PLAN KAP1247, SEC 3&34, TWP 26, 41	6.71	934.43
217	03905.001	4232 SPIERS RD	LOT 117, PLAN KAP1247, SEC 3, TWP 26, 41	7.16	997.10

Jurisdiction	Folio	Property Address	Legal Description	Adj. Acre	x139.26
217	03905.104	4236 SPIERS RD	LOT B, PLAN KAP92871, SEC 3, TWP 26, 41	4.45	619.71
217	03906.000	4233 SPIERS RD	LOT 119, PLAN KAP1247, SEC 3, TWP 26, 41	5.01	697.69
217	03907.000	4221 SPIERS RD	LOT 120, PLAN KAP1247, SEC 3, TWP 26, 41	11.20	1559.71
217	03908.000	4215 SPIERS RD	LOT 121, PLAN KAP1247, SEC 3, TWP 26, 41	1.00	139.26
217	03912.000	3030 GRIEVE RD	LOT 125, PLAN KAP1247, SEC 3, TWP 26, 41	5.50	765.93
217	03913.001	3015 GRIEVE RD	LOT 126, PLAN KAP1247, SEC 3, TWP 26, 41	9.88	1375.89
217	03913.100	3145 GULLEY RD	LOT 127, PLAN KAP1247, SEC 3, TWP 26, 41	9.20	1281.19
217	03949.320	4280 SPIERS RD	LOT B, PLAN KAP34609, SEC 3, TWP 26, 41	9.95	1385.64
217	03949.340	4207 SPIERS RD	LOT B, PLAN KAP47098, SEC 3, TWP 26, 41	3.07	427.53
217	03949.390	3480 WATER RD	LOT A, PLAN KAP71707, SEC 3, TWP 26, 41	5.87	817.46
217	03950.000	3965 TODD RD	LOT , PLAN KAP1247, SEC 4, TWP 26, 41	8.67	1207.38
217	03952.062	3865 SPIERS RD	LOT 138, PLAN KAP1247, SEC 4, TWP 26, 41	6.75	940.01
217	03953.000	3895 SPIERS RD	LOT 139, PLAN KAP1247, SEC 4, TWP 26, 41	4.71	655.91
217	03956.000	4201 SPIERS RD	LOT 142, PLAN KAP1247, SEC 4, TWP 26, 41	6.18	860.63
217	03960.000	2699 SAUCIER RD	LOT 145, PLAN KAP1247, SEC 4, TWP 26, 41	1.35	188.00
217	03965.000	4175 TODD RD	LOT 150, PLAN KAP1247, SEC 4, TWP 26, 41	8.33	1160.04
217	03968.000	4067 TODD RD	LOT 153, PLAN KAP1247, SEC 4, TWP 26, 41	6.43	895.44
217	03971.503	2287 WARD RD	LOT B, PLAN KAP78689, SEC 4, TWP 26, 41	35.86	4993.86
217	03973.000	3980 TODD RD	LOT 159, PLAN KAP1247, SEC 4, TWP 26, 41	2.41	335.62
217	03979.000	2715 HEWLETT RD	LOT 3, PLAN KAP1656, SEC 4, TWP 26, 41	8.31	1157.25
217	03981.000	2570 SAUCIER RD	LOT , PLAN KAP6018B, SEC 4, TWP 26, 41	1.18	164.33
217	03985.000	2675 HEWLETT RD	LOT A, PLAN KAP12142, SEC 4, TWP 26, 41	4.83	672.63
217	03990.002	3950 SPIERS RD	LOT E, PLAN KAP12142, SEC 4, TWP 26, 41	1.37	190.79
217	03995.027	3920 TODD RD	LOT B, PLAN KAP21140, SEC 4, TWP 26, 41	1.00	139.26
217	03995.159	3955 SPIERS RD	LOT A, PLAN KAP56989, SEC 4, TWP 26, 41	1.33	185.22
217	03995.172	2620 HEWLETT RD	LOT 2, PLAN KAP92520, SEC 4, TWP 26, 41	10.02	1395.39
217	03997.000	1591 SAUCIER RD	LOT 237, PLAN KAP1247, SEC 5, TWP 26, 41	7.78	1083.44
217	04008.004	4025 CASORSO RD	LOT 1, PLAN EPP72879, SEC 5, TWP 26, 41	5.60	779.86
217	04008.005	4100 TODD RD	LOT 2, PLAN EPP72879, SEC 5, TWP 26, 41	1.00	139.26
217	04014.004	3896A CASORSO RD	LOT A, PLAN KAP92331, SEC 5, TWP 26, 41	7.81	1087.62
217	04016.000	3877 CASORSO RD	LOT 4, PLAN KAP2243, SEC 5, TWP 26, 41	1.51	210.28
217	04021.000	3995 CASORSO RD	LOT 8, PLAN KAP2243, SEC 5, TWP 26, 41	4.94	687.94
217	04023.000	1989 WARD RD	LOT 10, PLAN KAP2243, SEC 5, TWP 26, 41	9.33	1299.30

Jurisdiction	Folio	Property Address	Legal Description	Adj. Acre	x139.26
217	04029.000	4153 BEDFORD RD	LOT 1, PLAN KAP15793, SEC 5, TWP 26, 41	5.77	803.53
217	04031.000	4122 BEDFORD RD	LOT 4, PLAN KAP15793, SEC 5, TWP 26, 41	1.88	261.81
217	04032.158	3860 CASORSO RD	LOT 2, PLAN KAP89549, SEC 5, TWP 26, 41	1.00	139.26
217	04084.000	2090 WARD RD	LOT B, PLAN KAP1780, SEC 8, TWP 26, 41	8.12	1130.79
217	04118.205	1950 WARD RD	LOT A, PLAN KAP48946, SEC 8, TWP 12, 41	12.85	1789.49
217	04118.206	1990 WARD RD	LOT B, PLAN KAP48946, SEC 8, TWP 12, 41	2.49	346.76
217	04121.000	3677 SPIERS RD	LOT 1, PLAN KAP1072, SEC 9, TWP 26, 41	7.20	1002.67
217	04127.000	3663 SPIERS RD	LOT 2, PLAN KAP1765, SEC 9, TWP 26, 41	7.25	1009.64
217	04151.030	3769 SPIERS RD	LOT 1, PLAN KAP23684, SEC 9, TWP 26, 41	1.66	231.17
217	04151.105	2190 GULLEY RD	LOT A, PLAN KAP26008, SEC 9, TWP 26, 41	7.69	1070.91
217	04151.140	3664 SPIERS RD	LOT A, PLAN KAP28797, SEC 9, TWP 26, 41	13.98	1946.85
217	04151.150	3668 SPIERS RD	LOT B, PLAN KAP28797, SEC 9, TWP 26, 41	1.00	139.26
217	04151.155	3678 SPIERS RD	LOT C, PLAN KAP28797, SEC 9, TWP 26, 41	6.77	942.79
217	04151.192	2777 K.L.O. RD	LOT A, PLAN KAP43297, SEC 9&10, TWP 26, 41	9.58	1334.11
217	04151.195	3740 HART RD	LOT 6, PLAN KAP29282, SEC 9, TWP 26, 41	5.98	832.77
217	04151.200	2452 GULLEY RD	LOT 7, PLAN KAP29282, SEC 9, TWP 26, 41	21.88	3047.01
217	04151.210	2725 K.L.O. RD	LOT A, PLAN KAP45934, SEC , TWP 26, 41	28.73	4000.94
217	04151.260	2295 K.L.O. RD	LOT 2, PLAN KAP33463, SEC 9, TWP 26, 41	8.62	1200.42
217	04151.265	3551 SPIERS RD	LOT 3, PLAN KAP33463, SEC 9, TWP 26, 41	2.86	398.28
217	04151.292	2202 GULLEY RD	LOT A, PLAN KAP44147, SEC 9, TWP 26, 41	3.85	536.15
217	04151.300	3671 SPIERS RD	LOT A, PLAN KAP70726, SEC 9, TWP 26, 41	1.23	171.29
217	04152.000	3690 POOLEY RD	LOT , PLAN , SEC 10, TWP 26, 41	16.99	2366.03
217	04154.000	3400 REEKIE RD	LOT 3, PLAN KAP355, SEC 10, TWP 26, 41	8.73	1215.74
217	04156.000	3455 ROSE RD	LOT 4, PLAN KAP355, SEC 10, TWP 26, 41	12.19	1697.58
217	04157.051	3480 FITZGERALD RD	LOT 5, PLAN KAP355, SEC 10, TWP 26, 41	10.07	1402.35
217	04158.000	3201 POOLEY RD	LOT 3, PLAN KAP790, SEC 10, TWP 26, 41	14.91	2076.37
217	04160.001	3090 MCCULLOCH RD	LOT 5, PLAN KAP790, SEC 10, TWP 26, 41	5.65	786.82
217	04161.000	3641 HART RD	LOT 7, PLAN KAP790, SEC 10, TWP 26, 41	6.80	946.97
217	04166.000	3274 MCCULLOCH RD	LOT 2, PLAN KAP978, SEC 10, TWP 26, 41	3.72	518.05
217	04167.000	3286 MCCULLOCH RD	LOT 3, PLAN KAP978, SEC 10, TWP 26, 41	6.46	899.62
217	04168.000	3296 1 MCCULLOCH RD	LOT 4, PLAN KAP978, SEC 10, TWP 26, 41	4.11	572.36
217	04170.000	3041 POOLEY RD	LOT 3, PLAN KAP1517, SEC 10, TWP 26, 41	2.40	334.22
217	04171.000	3131 POOLEY RD	LOT 2, PLAN KAP1517, SEC 10, TWP 26, 41	1.00	139.26

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217	04174.002	3099 MCCULLOCH RD	LOT B, PLAN KAP71621, SEC 10, TWP 26, 41	2.91	405.25
217	04176.000	3591 HART RD	LOT 3, PLAN KAP1589, SEC 10, TWP 26, 41	3.33	463.74
217	04179.000	3635 REEKIE RD	LOT A, PLAN KAP2038, SEC 10, TWP 26, 41	15.68	2183.60
217	04180.000	3695 FITZGERALD RD	LOT B, PLAN KAP2038, SEC 10, TWP 26, 41	22.55	3140.31
217	04181.000	3520 REEKIE RD	LOT 1, PLAN KAP2398, SEC 10, TWP 26, 41	3.96	551.47
217	04183.000	3680 REEKIE RD	LOT 2, PLAN KAP2398, SEC 10, TWP 26, 41	10.94	1523.50
217	04194.000	3275 MCCULLOCH RD	LOT 1, PLAN KAP6530, SEC 10, TWP 26, 41	12.18	1696.19
217	04198.000	3524 ROSE RD	LOT A, PLAN KAP11840, SEC 10, TWP 26, 41	9.17	1277.01
217	04199.100	3564 ROSE RD	LOT A, PLAN KAP18708, SEC 10, TWP 26, 41	11.96	1665.55
217	04199.156	3269 MCCULLOCH RD	LOT 2, PLAN KAP90496, SEC 10, TWP 26, 41	2.06	286.88
217	04199.180	3301 MCCULLOCH RD	LOT 2, PLAN KAP28811, SEC 3&10, TWP 26, 41	14.83	2065.23
217	04199.252	3630 FITZGERALD RD	LOT B, PLAN KAP30817, SEC 10, TWP 26, 41	10.10	1406.53
217	04199.254	3505 FITZGERALD RD	LOT 1, PLAN KAP30818, SEC 10, TWP 26, 41	20.43	2845.08
217	04199.278	3565 ROSE RD	LOT A, PLAN KAP38325, SEC 10, TWP 26, 41	7.87	1095.98
217	04199.280	3248 MCCULLOCH RD	LOT B, PLAN KAP38325, SEC 10, TWP 26, 41	1.00	139.26
217	04199.303	3255 MCCULLOCH RD	LOT A, PLAN KAP63291, SEC 10, TWP 26, 41	1.00	139.26
217	04199.308	3665 HART RD	LOT 1, PLAN EPP74364, SEC 10, TWP 26, 41	4.00	557.04
217	04201.000	3940 SENGER RD	LOT , PLAN , SEC 11, TWP 26, 41	5.55	772.89
217	04209.000	2502 BELGO RD	LOT 6, PLAN KAP1380, SEC 11, TWP 26, 41	14.97	2084.72
217	04210.000	2550 WALBURN RD	LOT 7, PLAN KAP1380, SEC , TWP 26, 41	3.35	466.52
217	04214.000	2605 BELGO RD	LOT 3, PLAN KAP1380, SEC 11, TWP 26, 41	8.55	1190.67
217	04215.000	2505 BELGO RD	LOT 4, PLAN KAP1380, SEC 11, TWP 26, 41	5.84	813.28
217	04220.000	3950 BORLAND RD	LOT , PLAN KAP1862B, SEC 11, TWP 26, 41	2.92	406.64
217	04222.000	3527 BEMROSE RD	LOT 2, PLAN KAP2005, SEC 11, TWP 26, 41	3.17	441.45
217	04223.000	3835 BORLAND RD	LOT A, PLAN KAP2645, SEC 11, TWP 26, 41	4.07	566.79
217	04225.000	3553 BEMROSE RD	LOT 1, PLAN KAP4332, SEC 11, TWP 26, 41	4.37	608.57
217	04228.000	3625 BEMROSE RD	LOT A, PLAN KAP4553, SEC 11, TWP 26, 41	7.95	1107.12
217	04232.000	3647 BEMROSE RD	LOT 1, PLAN KAP5787, SEC 11, TWP 26, 41	4.58	637.81
217	04234.000	4010 SENGER RD	LOT A, PLAN KAP6005, SEC 11, TWP 26, 41	25.24	3514.92
217	04235.000	3975 SENGER RD	LOT A, PLAN KAP6633, SEC 11, TWP 26, 41	2.62	364.86
217	04237.120	2149 BELGO RD	LOT 1, PLAN KAP31521, SEC , TWP 26, 41	10.04	1398.17
217	04237.128	2277 BELGO RD	LOT 1, PLAN EPP30052, SEC 11, TWP 26, 41	1.00	139.26
217	04237.130	2327 BELGO RD	LOT 1, PLAN KAP33009, SEC 11, TWP 26, 41	8.84	1231.06

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217	04237.137	3547 BEMROSE RD	LOT 1, PLAN KAP71097, SEC 26, TWP 11, 41	1.00	139.26
217	04237.138	2547 BELGO RD	LOT A, PLAN KAP76995, SEC 11, TWP 26, 41	1.00	139.26
217	04237.139	3567 BEMROSE RD	LOT A, PLAN KAP77725, SEC 11, TWP 26, 41	1.00	139.26
217	04243.000	2455 WALBURN RD	LOT B, PLAN KAP3238B, SEC 12, TWP 26, 41	4.84	674.02
217	04245.051	2601 WALBURN RD	LOT 2, PLAN KAP62978, SEC 12, TWP 26, 41	5.89	820.24
217	04247.000	1190 LEWIS RD	LOT 9, PLAN KAP1380, SEC 13, TWP 26, 41	8.08	1125.22
217	04248.000	2290 GARNER RD	LOT 2, PLAN KAP1380, SEC 13, TWP 26, 41	7.52	1047.24
217	04249.000	2148 WALBURN RD	LOT 4, PLAN KAP1380, SEC 13, TWP 26, 41	10.45	1455.27
217	04254.000	1093 TEASDALE RD	LOT 8, PLAN KAP1380, SEC , TWP 26, 41	5.17	719.97
217	04256.000	1320 BELGO RD	LOT 1, PLAN KAP1926, SEC 13, TWP 26, 41	2.76	384.36
217	04258.000	1404 LEWIS RD	LOT 2, PLAN KAP1926, SEC 13, TWP 26, 41	7.95	1107.12
217	04261.000	1839 WALBURN RD	LOT 7, PLAN KAP1926, SEC 13, TWP 26, 41	5.61	781.25
217	04269.002	2091 WALBURN RD	LOT 2, PLAN KAP4119, SEC 13, TWP 26, 41	1.00	139.26
217	04270.003	1959 WALBURN RD	LOT B, PLAN KAP91170, SEC 13, TWP 26, 41	1.00	139.26
217	04293.000	1181 LEWIS RD	LOT A, PLAN KAP11265, SEC 13, TWP 26, 41	1.00	139.26
217	04310.500	2021 WALBURN RD	LOT A, PLAN KAP34516, SEC 13, TWP 26, 41	1.00	139.26
217	04315.000	3855 EAST KELOWNA RD	LOT 13, PLAN KAP665, SEC 14, TWP 26, 41	2.30	320.30
217	04317.000	2075 BELGO RD	LOT 9, PLAN KAP1380, SEC 14, TWP 26, 41	3.81	530.58
217	04318.001	1865 BELGO RD	LOT 11, PLAN KAP1380, SEC 14, TWP 26, 41	9.27	1290.94
217	04319.000	2280 HOLLYWOOD RD S	LOT 12, PLAN KAP1380, SEC 14, TWP 26, 41	3.98	554.25
217	04324.000	1650 GEEN RD	LOT 3, PLAN KAP1380, SEC 14, TWP 26, 41	1.64	228.39
217	04325.001	1390 GEEN RD	LOT A, PLAN KAP90868, SEC 14, TWP 26, 41	5.28	735.29
217	04327.004	1595 TEASDALE RD	LOT B, PLAN EPP32484, SEC 14, TWP 26, 41	4.35	605.78
217	04329.000	1409 TEASDALE RD	LOT 8, PLAN KAP1380, SEC 14, TWP 26, 41	3.20	445.63
217	04330.000	1555 TEASDALE RD	LOT 10, PLAN KAP1380, SEC 14, TWP 26, 41	1.04	144.83
217	04333.000	1375 GEEN RD	LOT 5, PLAN KAP1380, SEC 13, TWP 26, 41	1.00	139.26
217	04334.001	1225 TEASDALE RD	LOT 6, PLAN KAP1380, SEC 14, TWP 26, 41	3.96	551.47
217	04335.000	1103 TEASDALE RD	LOT 7, PLAN KAP1380, SEC 14, TWP 26, 41	2.17	302.19
217	04343.000	2270 HOLLYWOOD RD S	LOT A, PLAN KAP1845, SEC 14, TWP 26, 41	1.00	139.26
217	04344.000	2015 BELGO RD	LOT B, PLAN KAP1845, SEC 14, TWP 26, 41	8.86	1233.84
217	04345.000	1525 GEEN RD	LOT A, PLAN KAP1846, SEC 14, TWP 26, 41	1.45	201.93
217	04346.000	1565 1 BELGO RD	LOT B, PLAN KAP1846, SEC 14, TWP 26, 41	5.12	713.01

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217	04350.000	1469 TEASDALE RD	LOT 1, PLAN KAP4384, SEC 14, TWP 26, 41	7.52	1047.24
217	04351.000	1429 TEASDALE RD	LOT 2, PLAN KAP4384, SEC 14, TWP 26, 41	1.96	272.95
217	04354.000	3223 REID RD	LOT B, PLAN KAP76792, SEC 15, TWP 26, 41	1.00	139.26
217	04360.093	3754 EAST KELOWNA RD	LOT B, PLAN KAP84170, SEC 14, TWP 26, 41	6.90	960.89
217	04360.267	1708 GEEN RD	LOT 1, PLAN KAP82075, SEC 14, TWP 26, 41	5.00	696.30
217	04360.268	1605 GEEN RD	LOT 2, PLAN KAP82075, SEC 14, TWP 26, 41	7.44	1036.09
217	04360.354	1950 BELGO RD	LOT 2, PLAN KAP25528, SEC 14, TWP 26, 41	14.27	1987.24
217	04360.527	3795 EAST KELOWNA RD	LOT A, PLAN KAP58793, SEC 14, TWP 26, 41	1.72	239.53
217	04364.000	2995 DUNSTER RD	LOT 6, PLAN KAP187, SEC 15, TWP 26, 41	1.46	203.32
217	04365.000	3098 EAST KELOWNA RD	LOT 6, PLAN KAP187, SEC 15, TWP 26, 41	9.89	1377.28
217	04366.000	3002 EAST KELOWNA RD	LOT 6, PLAN KAP187, SEC 15, TWP 26, 41	2.39	332.83
217	04367.000	2855 DUNSTER RD	LOT 7, PLAN KAP187, SEC 15, TWP 26, 41	15.87	2210.06
217	04368.000	3152 EAST KELOWNA RD	LOT 7, PLAN KAP187, SEC 15, TWP 26, 41	15.34	2136.25
217	04369.000	2795 DUNSTER RD	LOT 8, PLAN KAP187, SEC 15, TWP 26, 41	17.25	2402.24
217	04370.002	3250 EAST KELOWNA RD	LOT B, PLAN EPP54381, SEC 15, TWP 26, 41	14.84	2066.62
217	04372.000	3208 REID RD	LOT 18, PLAN KAP187, SEC 15, TWP 26, 41	6.07	845.31
217	04375.000	3350 POOLEY RD	LOT 20, PLAN KAP187, SEC 15, TWP 26, 41	7.10	988.75
217	04379.000	3073 DUNSTER RD	LOT 12, PLAN KAP665, SEC 16, TWP 26, 41	5.97	831.38
217	04380.000	3502 EAST KELOWNA RD	LOT 11, PLAN KAP187, SEC 15, TWP 26, 41	8.21	1143.32
217	04381.000	2947 EAST KELOWNA RD	LOT 1, PLAN KAP736, SEC 15, TWP 26, 41	7.42	1033.31
217	04382.000	2981 EAST KELOWNA RD	LOT 2, PLAN KAP736, SEC 15, TWP 26, 41	6.57	914.94
217	04385.000	3072 EAST KELOWNA RD	LOT 6, PLAN KAP821B, SEC 15, TWP 26, 41	3.50	487.41
217	04386.001	3622 EAST KELOWNA RD	LOT 12, PLAN KAP187, SEC 15, TWP 26, 41	4.19	583.50
217	04386.002	3652 EAST KELOWNA RD	LOT 12, PLAN KAP187, SEC 15, TWP 26, 41	1.06	147.62
217	04387.000	3183 DUNSTER RD	LOT , PLAN KAP187, SEC 15, TWP 26, 41	4.78	665.66
217	04394.000	3582 EAST KELOWNA RD	LOT B, PLAN KAP1670, SEC 15, TWP 26, 41	3.89	541.72
217	04396.000	2960 MCCULLOCH RD	LOT B, PLAN KAP1703, SEC 15, TWP 26, 41	4.41	614.14
217	04400.000	3430 POOLEY RD	LOT B, PLAN KAP1725, SEC 15, TWP 26, 41	11.72	1632.13
217	04402.000	3251 EAST KELOWNA RD	LOT 1, PLAN KAP3379, SEC 15, TWP 26, 41	3.89	541.72
217	04404.000	3260 POOLEY RD	LOT 3, PLAN KAP3379, SEC 15, TWP 26, 41	10.33	1438.56
217	04406.000	3420 EAST KELOWNA RD	LOT 1, PLAN KAP3380, SEC 15, TWP 26, 41	5.65	786.82
217	04407.000	3490 EAST KELOWNA RD	LOT 2, PLAN KAP3380, SEC 15, TWP 26, 41	6.28	874.55
217	04412.000	3288 REID RD	LOT A, PLAN KAP4618, SEC 15, TWP 26, 41	13.53	1884.19

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217	04416.000	3329 EAST KELOWNA RD	LOT 1, PLAN KAP5512, SEC 15, TWP 26, 41	6.69	931.65
217	04418.000	3375 DALL RD	LOT 1, PLAN KAP6585, SEC 15, TWP 26, 41	5.07	706.05
217	04420.000	3060 POOLEY RD	LOT 2, PLAN KAP6585, SEC 15, TWP 26, 41	2.15	299.41
217	04423.190	3350 EAST KELOWNA RD	LOT 1, PLAN KAP30593, SEC 15, TWP 26, 41	1.00	139.26
217	04423.192	3310 EAST KELOWNA RD	LOT 2, PLAN KAP30593, SEC 15, TWP 26, 41	9.95	1385.64
217	04423.194	3410 POOLEY RD	LOT A, PLAN KAP34483, SEC 15, TWP 26, 41	4.50	626.67
217	04423.198	3120 POOLEY RD	LOT B, PLAN KAP34888, SEC 15, TWP 26, 41	9.08	1264.48
217	04423.205	3480 POOLEY RD	LOT A, PLAN KAP53451, SEC 15, TWP 26, 41	1.00	139.26
217	04423.207	3367 REID RD	LOT B, PLAN KAP55650, SEC 15, TWP 26, 41	1.85	257.63
217	04423.208	3390 REID RD	LOT 1, PLAN KAP56635, SEC 15, TWP 26, 41	1.00	139.26
217	04423.209	3360 REID RD	LOT 2, PLAN KAP56635, SEC 15, TWP 26, 41	7.32	1019.38
217	04428.000	3395 NEID RD	LOT 26, PLAN KAP187, SEC 16, TWP 26, 41	2.38	331.44
217	04432.000	3194 DUNSTER RD	LOT 5, PLAN KAP665, SEC 16, TWP 26, 41	1.94	270.16
217	04433.000	3172 DUNSTER RD	LOT 6, PLAN KAP665, SEC 16, TWP 26, 41	1.17	162.93
217	04436.000	3042 1 DUNSTER RD	LOT 9, PLAN KAP665, SEC 16, TWP 26, 41	1.66	231.17
217	04525.228	2877 EAST KELOWNA RD	LOT B, PLAN KAP33697, SEC 16, TWP 26, 41	5.65	786.82
217	04525.503	2690 BEWLAY RD	LOT 1, PLAN KAP56199, SEC 16, TWP 26, 41	3.20	445.63
217	04574.000	2990 DUNSTER RD	LOT , PLAN KAP1353B, SEC 21, TWP 26, 41	9.71	1352.21
217	04591.000	2934 DUNSTER RD	LOT C, PLAN KAP1700, SEC 22, TWP 26, 41	7.89	1098.76
217	04805.214	2960 DUNSTER RD	LOT 1, PLAN KAP73437, SEC 22, TWP 26, 41	12.95	1803.42
217	04824.000	1205 BELGO RD	LOT 2, PLAN KAP2329, SEC 23, TWP 26, 41	2.42	337.01
217	04825.001	1368 3 TEASDALE RD	LOT 3, PLAN KAP2329, SEC 23, TWP 26, 41	22.84	3180.70
217	04898.001	879 HIGHWAY 33 E	LOT 1, PLAN EPP32580, SEC , TWP 26, 41	8.85	1232.45
217	05479.000	3363 SPRINGFIELD RD	LOT 5, PLAN KAP1802, SEC 24, TWP 26, 41	8.80	1225.49
217	05502.130	811 HIGHWAY 33 E	LOT A, PLAN KAP23321, SEC 24, TWP 26, 41	1.93	268.77
217	05502.305	1151 LEWIS RD	LOT A, PLAN KAP33567, SEC 24, TWP 26, 41	5.39	750.61
217	05502.310	881 HIGHWAY 33 E	LOT B, PLAN KAP33567, SEC 24, TWP 26, 41	7.95	1107.12
217	05503.001	751 HARTMAN RD	LOT , PLAN KAP264, SEC 25, TWP 26, 41	8.85	1232.45
217	05510.000	920 HARTMAN RD	LOT 3, PLAN KAP731, SEC 25, TWP 26, 41	5.95	828.60
217	05511.000	1130 HARTMAN RD	LOT 4, PLAN KAP731, SEC 25, TWP 26, 41	2.92	406.64
217	05512.000	690 MUGFORD RD	LOT 3, PLAN KAP603, SEC 25, TWP 26, 41	4.32	601.60
217	05513.004	1120 GIBSON RD	LOT B, PLAN EPP11757, SEC 25, TWP 26, 41	6.28	874.55
217	05514.000	1145 MORRISON RD	LOT 2, PLAN KAP1515, SEC 25, TWP 26, 41	2.51	349.54

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217	05516.000	712 MCCURDY RD E	LOT 4, PLAN KAP1515, SEC 25, TWP 26, 41	6.83	951.15
217	05517.000	225 GIBSON RD	LOT 4, PLAN KAP1760, SEC 25, TWP 26, 41	3.72	518.05
217	05519.002	1610 SWAINSON RD	LOT 1, PLAN KAP77945, SEC , TWP 26, 41	10.30	1434.38
217	05524.000	1308 MCKENZIE RD	LOT 12, PLAN KAP1760, SEC 25, TWP 26, 41	6.55	912.15
217	05530.000	1550 SWAINSON RD	LOT 1, PLAN KAP77944, SEC , TWP 26, 41	13.54	1885.58
217	05548.000	1090 MCKENZIE RD	LOT 2, PLAN KAP4586, SEC 25, TWP 26, 41	26.74	3723.81
217	05561.000	690 HARTMAN RD	LOT A, PLAN KAP5499, SEC 25, TWP 26, 41	16.60	2311.72
217	05579.469	1045 EL PASO RD	LOT 22, PLAN KAP22986, SEC 25, TWP 26, 41	5.95	828.60
217	05579.575	839 HARTMAN RD	LOT 2, PLAN KAP29183, SEC 25, TWP 26, 41	17.85	2485.79
217	05579.684	837 HARTMAN RD	LOT A, PLAN KAP35135, SEC 25, TWP 26, 41	2.66	370.43
217	06470.000	483 VALLEY RD	LOT 1, PLAN KAP896, SEC 32, TWP 26, 41	5.33	742.26
217	06471.000	463 VALLEY RD	LOT 2, PLAN KAP896, SEC , TWP 26, 41	2.03	282.70
217	06499.001	445 VALLEY RD	LOT 3, PLAN KAP896, SEC 33, TWP 26, 41	3.75	522.23
217	06501.000	2224 ROJEM RD	LOT 4, PLAN KAP896, SEC 33, TWP 26, 41	2.06	286.88
217	06502.000	389 VALLEY RD	LOT 5, PLAN KAP896, SEC 33, TWP 26, 41	7.08	985.96
217	06507.000	2429 LONGHILL RD	LOT 14, PLAN KAP1068, SEC 33, TWP 26, 41	10.78	1501.22
217	06508.000	2449 LONGHILL RD	LOT 15, PLAN KAP1068, SEC 33, TWP 26, 41	1.46	203.32
217	06510.000	120 MAIL RD	LOT 15, PLAN KAP1068, SEC , TWP 26, 41	7.95	1107.12
217	06511.000	102 MAIL RD	LOT 16, PLAN KAP1068, SEC , TWP 26, 41	8.75	1218.53
217	06515.000	545 RIFLE RD	LOT 7, PLAN KAP1249, SEC , TWP 26, 41	6.11	850.88
217	06524.000	2300 30 SILVER PL	LOT 8, PLAN KAP1249, SEC 33, TWP 26, 41	3.43	477.66
217	06525.000	2227 ROJEM RD	LOT 9, PLAN KAP1249, SEC 33, TWP 26, 41	2.10	292.45
217	06527.000	2255 ROJEM RD	LOT 11, PLAN KAP1249, SEC 33, TWP 26, 41	4.42	615.53
217	06528.000	2309 ROJEM RD	LOT 12, PLAN KAP1249, SEC 33, TWP 26, 41	4.36	607.17
217	06529.000	2323 ROJEM RD	LOT 13, PLAN KAP1249, SEC 33, TWP 26, 41	1.32	183.82
217	06533.000	2379 ROJEM RD	LOT 17, PLAN KAP1249, SEC 33, TWP 26, 41	1.96	272.95
217	06541.000	330 VALLEY RD	LOT 2, PLAN KAP4043, SEC 33, TWP 26, 41	1.35	188.00
217	06554.120	2389 2 ROJEM RD	LOT A, PLAN KAP26223, SEC 33, TWP 26, 41	1.00	139.26
217	06554.140	2400 LONGHILL RD	LOT A, PLAN KAP26592, SEC 4&33, TWP 23, 41	2.41	335.62
217	06554.160	2461 LONGHILL RD	LOT A, PLAN KAP28623, SEC 33, TWP 26, 41	5.10	710.23
217	06554.195	2350 SILVER PL	LOT 1, PLAN KAP33461, SEC 33, TWP 26, 41	3.52	490.20
217	06554.197	2489 LONGHILL RD	LOT 2, PLAN KAP33461, SEC 33, TWP 26, 41	4.13	575.14
217	06554.199	574 RIFLE RD	LOT 3, PLAN KAP33461, SEC 33, TWP 26, 41	3.39	472.09

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217	06554.238	2351 ROJEM RD	LOT C, PLAN KAP61113, SEC 33, TWP 26, 41	4.00	557.04
217	06557.002	2710 LONGHILL RD	LOT B, PLAN KAP88097, SEC 34, TWP 26, 41	1.00	139.26
217	06612.470	2512 LONGHILL RD	LOT A, PLAN KAP26258, SEC , TWP 26, 41	13.50	1880.01
217	06612.672	2614 LONGHILL RD	LOT 1, PLAN KAP40166, SEC 34, TWP 26, 41	2.17	302.19
217	06638.000	1844 RUTLAND RD N	LOT , PLAN KAP264, SEC 35, TWP 26, 41	1.00	139.26
217	06641.000	758 WALLACE RD	LOT 21, PLAN KAP425, SEC , TWP 26, 41	1.00	139.26
217	06646.000	625 CORNISH RD	LOT 27, PLAN KAP425, SEC , TWP 26, 41	1.00	139.26
217	06647.000	610 CORNISH RD	LOT 28, PLAN KAP425, SEC 35, TWP 26, 41	7.77	1082.05
217	06650.000	420 CORNISH RD	LOT 31, PLAN KAP425, SEC 35, TWP 26, 41	1.00	139.26
217	06658.000	355 CORNISH RD	LOT 41, PLAN KAP425, SEC 35, TWP 26, 41	3.64	506.91
217	06661.000	298 CORNISH RD	LOT 45, PLAN KAP425, SEC 35, TWP 26, 41	3.44	479.05
217	06723.000	310 FITZPATRICK RD	LOT 2, PLAN KAP9092, SEC 35, TWP 26, 41	1.00	139.26
217	06773.003	1685 RUTLAND RD N	LOT 3, PLAN KAP18313, SEC 35, TWP 26, 41	2.05	285.48
217	06773.440	585 CORNISH RD	LOT 1, PLAN KAP19142, SEC 35, TWP 26, 41	3.86	537.54
217	06774.244	245 CORNISH RD	LOT B, PLAN KAP43294, SEC 35, TWP 26, 41	1.39	193.57
217	06776.850	2105 MORRISON RD	LOT 1, PLAN KAP425, SEC 36, TWP 26, 41	6.51	906.58
217	06776.900	1990 MCKENZIE RD	LOT 2, PLAN KAP425, SEC 36, TWP 26, 41	14.43	2009.52
217	06777.000	1900 MCKENZIE RD	LOT 3, PLAN KAP425, SEC 36, TWP 26, 41	6.03	839.74
217	06778.000	1893 MORRISON RD	LOT 3, PLAN KAP425, SEC 36, TWP 26, 41	4.17	580.71
217	06788.000	1304 MORRISON RD	LOT 10, PLAN KAP425, SEC 36, TWP 26, 41	7.58	1055.59
217	06792.000	2062 MORRISON RD	LOT 14, PLAN KAP425, SEC 36, TWP 26, 41	3.38	470.70
217	06793.000	2104 1 MORRISON RD	LOT 15, PLAN KAP425, SEC , TWP 26, 41	1.58	220.03
217	06794.000	685 2 OLD VERNON RD	LOT 16, PLAN KAP425, SEC , TWP 26, 41	5.24	729.72
217	06796.000	745 CORNISH RD	LOT 18, PLAN KAP425, SEC , TWP 26, 41	6.35	884.30
217	06799.510	1425 MORRISON RD	LOT B, PLAN EPP15301, SEC 36, TWP 26, 41	7.41	1031.92
217	06803.000	1350 HORNING RD	LOT 20, PLAN KAP1760, SEC 36, TWP 26, 41	14.64	2038.77
217	06805.005	1920 MCCURDY RD E	LOT 3, PLAN KAP91486, SEC 31, TWP 27, 41	13.61	1895.33
217	06806.000	1431 LATTA RD	LOT 24, PLAN KAP1760, SEC , TWP 26, 41	1.00	139.26
217	06807.001	1305 LATTA RD	LOT 25, PLAN KAP1760, SEC 36, TWP 26, 41	11.11	1547.18
217	06810.002	1341 LATTA RD	LOT 28, PLAN KAP1760, SEC 36, TWP 26, 41	9.97	1388.42
217	06814.007	1448 LATTA RD	LOT 3, PLAN KAP91485, SEC 31, TWP 27, 41	17.22	2398.06
217	06814.008	1440 LATTA RD	LOT A, PLAN EPP28996, SEC 36, TWP 26, 41	1.00	139.26
217	06817.001	1331 MCCURDY RD E	LOT 1, PLAN KAP4060, SEC 36, TWP 26, 41	19.59	2728.10

Jurisdiction	Folio	Property Address	Legal Description	Adj. Acre	x139.26
217	06819.000	1545 MCCURDY RD E	LOT 3, PLAN KAP4060, SEC 36, TWP 26, 41	15.90	2214.23
217	06820.000	1445 LATTA RD	LOT 25, PLAN KAP4218B, SEC 36, TWP 26, 41	10.85	1510.97
217	06828.490	1761 MORRISON RD	LOT A, PLAN KAP25654, SEC 36, TWP 26, 41	3.97	552.86
217	06828.500	1750 MCKENZIE RD	LOT B, PLAN KAP25654, SEC 36, TWP 26, 41	10.23	1424.63
217	06828.524	1700 MCKENZIE RD	LOT D, PLAN KAP25654, SEC 36, TWP 26, 41	7.37	1026.35
217	06828.618	1301 LATTA RD	LOT 1, PLAN KAP33998, SEC 36, TWP 26, 41	1.00	139.26
217	06828.642	837 MCCURDY RD E	LOT 2, PLAN EPP14181, SEC 36, TWP 26, 41	1.00	139.26
217	06828.644	833 MCCURDY RD E	LOT 3, PLAN EPP14181, SEC 36, TWP 26, 41	1.00	139.26
217	06886.003	2025 1 TREETOP RD	LOT 1, PLAN KAP1760, SEC 19, TWP 27, 41	9.58	1334.11
217	06960.185	5681 LAKESHORE RD	LOT 1, PLAN EPP37698, SEC 16, TWP 28, 54	1.00	139.26
217	07143.000	559 BARNABY RD	LOT 3, PLAN KAP1743, SEC 25, TWP 28, 54	1.00	139.26
217	07161.000	4856 LAKESHORE RD	LOT , PLAN KAP1722, SEC 25, TWP 29, 54	3.21	447.02
217	07264.002	1456 DEHART RD	LOT 1, PLAN KAP1837, SEC , TWP 29, 41	11.58	1612.63
217	07269.000	999 CRAWFORD RD	LOT 1, PLAN KAP13170, SEC 31, TWP 29, 41	11.85	1650.23
217	07270.072	1265 CRAWFORD RD	LOT 2, PLAN KAP21104, SEC 31, TWP 29, 41	1.00	139.26
217	07270.074	1285 CRAWFORD RD	LOT 3, PLAN KAP21104, SEC , TWP 29, 41	1.00	139.26
217	07278.000	4551 STEWART RD W	LOT 220, PLAN KAP1247, SEC 32, TWP 29, 41	2.89	402.46
217	07280.000	4480 STEWART RD E	LOT 222, PLAN KAP1247, SEC 32, TWP 29, 41	1.00	139.26
217	07286.000	1690 SAUCIER RD	LOT 228, PLAN KAP1247, SEC 32, TWP 29, 41	1.00	139.26
217	07287.000	1670 SAUCIER RD	LOT 229, PLAN KAP1247, SEC 32, TWP 29, 41	3.02	420.57
217	07290.000	1650 SAUCIER RD	LOT 232, PLAN KAP1247, SEC 32, TWP 29, 41	9.79	1363.36
217	07291.000	4202 BEDFORD RD	LOT 233, PLAN KAP1247, SEC 32, TWP 29, 41	9.74	1356.39
217	07293.000	1601 SAUCIER RD	LOT 238, PLAN KAP1247, SEC 32, TWP 29, 41	1.62	225.60
217	07296.000	1475 DEHART RD	LOT 246, PLAN KAP1247, SEC 32, TWP 29, 41	1.00	139.26
217	07304.000	4132 BEDFORD RD	LOT 3, PLAN KAP15793, SEC 32, TWP 29, 41	6.38	888.48
217	07304.010	1485 DEHART RD	LOT 1, PLAN KAP20969, SEC 32, TWP 29, 41	1.21	168.50
217	07351.000	4305 JAUD RD	LOT 5, PLAN KAP6171, SEC 34, TWP 29, 41	14.20	1977.49
217	09533.000	2517 GALE RD	LOT 2, PLAN KAP10810, SEC , TWP , 41	6.91	962.29
217	09533.052	2499 GALE RD	LOT C, PLAN KAP19044, SEC , TWP , 41	1.00	139.26
217	09533.053	2475 GALE RD	LOT D, PLAN KAP19044, SEC , TWP , 41	1.00	139.26
217	09533.054	2449 GALE RD	LOT E, PLAN KAP19044, SEC , TWP , 41	1.00	139.26
217	09533.055	2427 GALE RD	LOT F, PLAN KAP19044, SEC , TWP , 41	1.00	139.26
217	09533.057	2555 GALE RD	LOT A, PLAN EPP65442, SEC , TWP , 41	1.39	193.57

Jurisdiction	Folio	Property Address	Legal Description	Adj. Acre	x139.26
217	10392.000	2240 MAYER RD	LOT 1, PLAN KAP2332, SEC , TWP , 41	14.93	<b>2079.15</b>
217	10393.000	2050 BYRNS RD	LOT 1, PLAN KAP2830, SEC 17, TWP 26, 41	20.34	<b>2832.55</b>
217	10394.001	2190 COOPER RD	LOT A, PLAN KAP80629, SEC , TWP , 41	4.76	<b>662.88</b>
217	10410.000	1756 BYRNS RD	LOT 23, PLAN KAP415, SEC , TWP , 41	11.40	<b>1587.56</b>
217	10411.000	1890 BYRNS RD	LOT 23, PLAN KAP415, SEC 19, TWP 26, 41	4.35	<b>605.78</b>
217	10414.000	1756 BYRNS RD	LOT 26, PLAN KAP415, SEC , TWP , 41	10.64	<b>1481.73</b>
217	10518.000	1650 BYRNS RD	LOT 2, PLAN KAP78759, SEC , TWP , 41	3.61	<b>502.73</b>
217	10519.852	2225 SPALL RD	LOT B, PLAN KAP40808, SEC , TWP , 41	13.45	<b>1873.05</b>
217	10519.854	1980 BYRNS RD	LOT C, PLAN KAP40808, SEC , TWP , 41	10.91	<b>1519.33</b>
217	10519.856	1990 BYRNS RD	LOT D, PLAN KAP40808, SEC , TWP , 41	1.00	<b>139.26</b>
217	10531.000	1909 BYRNS RD	LOT 15, PLAN KAP415, SEC , TWP , 41	5.17	<b>719.97</b>
217	10543.001	2589 BENVOLIN RD	LOT 1, PLAN KAP3357, SEC , TWP , 41	5.67	<b>789.60</b>
217	10549.000	2029 BYRNS RD	LOT 2, PLAN KAP8615, SEC , TWP , 41	7.03	<b>979.00</b>
217	10589.113	1909 BYRNS RD	LOT B, PLAN KAP67173, SEC , TWP , 41	22.89	<b>3187.66</b>
217	11501.711	4345 HOBSON RD	LOT 25, PLAN KAP27559, SEC , TWP , 41	1.00	<b>139.26</b>
217	11502.309	4340 HOBSON RD	LOT A, PLAN KAP69885, SEC , TWP , 41	1.00	<b>139.26</b>
217	12185.840	2450 SAUCIER RD	LOT 166, PLAN KAP1247, SEC 33, TWP 29, 41	3.68	<b>512.48</b>
217	12185.870	2225 SAUCIER RD	LOT 180, PLAN KAP1247, SEC 33, TWP 29, 41	1.00	<b>139.26</b>
217	12191.000	4400 JAUD RD	LOT 3, PLAN KAP1734, SEC 33, TWP 29, 41	13.92	<b>1938.50</b>
217	12199.072	4499 WALLACE HILL RD	LOT A, PLAN KAP35213, SEC , TWP , 41	2.01	<b>279.91</b>
217	12199.082	4380 WALLACE HILL RD	LOT 2, PLAN KAP39632, SEC , TWP , 41	4.70	<b>654.52</b>
217	12199.103	2740 HARVARD RD	LOT 14, PLAN KAP62784, SEC , TWP , 41	3.11	<b>433.10</b>
217	12199.105	4300 WALLACE HILL RD	LOT B, PLAN KAP62482, SEC , TWP , 41	15.82	<b>2203.09</b>
				<b>2,205.38</b>	<b>\$307,121.22</b>

# CITY OF KELOWNA

## BYLAW NO. 11803

### Sterile Insect Release Program Parcel Tax Bylaw 2019

---

A bylaw pursuant to Section 200 of the *Community Charter* to impose and levy a Parcel Tax upon the owners of land or real property within the City of Kelowna being served by the Sterile Insect Release Program.

NOW THEREFORE, the Municipal Council of the City of Kelowna, in open meeting assembled, enact as follows:

1. A Parcel Tax shall be and is hereby imposed and levied upon the owners of land or real property as shown on Schedule "A" attached to and forming part of this bylaw, being served by the Sterile Insect Release Program.
2. The Parcel Tax shall be levied for the 2019 tax year on each parcel of land aforementioned, and the amount of such Parcel Tax shall be One Hundred and Thirty-Nine Dollars and Twenty-Six Cents (\$139.26) per assessed acre.
3. This bylaw shall be known for all purposes as the "Sterile Insect Release Program Parcel Tax Bylaw 2019 No. 11803".

Read a first, second and third time by the Municipal Council this 15th day of April, 2019.

Adopted by the Municipal Council of the City of Kelowna this 29th day of April, 2019.

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Mayor

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City Clerk

# CITY OF KELOWNA

## BYLAW NO. 11803

### Sterile Insect Release Program Parcel Tax Bylaw 2019

---

A bylaw pursuant to Section 200 of the *Community Charter* to impose and levy a Parcel Tax upon the owners of land or real property within the City of Kelowna being served by the Sterile Insect Release Program.

NOW THEREFORE, the Municipal Council of the City of Kelowna, in open meeting assembled, enact as follows:

1. A Parcel Tax shall be and is hereby imposed and levied upon the owners of land or real property as shown on Schedule "A" attached to and forming part of this bylaw, being served by the Sterile Insect Release Program.
2. The Parcel Tax shall be levied for the 2019 tax year on each parcel of land aforementioned, and the amount of such Parcel Tax shall be One Hundred and Thirty-Nine Dollars and Twenty-Six Cents (\$139.26) per assessed acre.
3. This bylaw shall be known for all purposes as the "Sterile Insect Release Program Parcel Tax Bylaw 2019 No. 11803".

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

Schedule A 2019 OKSIR Parcel Tax Roll

SCHEDULE A

Regional District of Central Okanagan

2019 OKSIR PARCEL TAX ROLL

Jurisdiction:217

Jurisdiction	Folio	Property Address	Legal Description	Adj. Acre	x139.26
217	03108.010	1355 LATTA RD	LOT 10, PLAN KAP1611, SEC 1, TWP 23, 41	5.53	770.11
217	03121.000	2355 MCKENZIE RD	LOT A, PLAN KAP15859, SEC 1, TWP 23, 41	6.37	887.09
217	03121.010	2295 MCKENZIE RD	LOT 2, PLAN KAP33255, SEC 1, TWP 23, 41	21.01	2925.85
217	03186.100	2685 SEXSMITH RD	LOT 1, PLAN KAP45492, SEC 3, TWP 23, 41	9.02	1256.13
217	03205.000	2635 SEXSMITH RD	LOT 1, PLAN KAP12772, SEC 3&33, TWP 23, 41	6.99	973.43
217	03210.125	2517 SEXSMITH RD	LOT 10, PLAN KAP21431, SEC 3&4, TWP 23, 41	6.84	952.54
217	03210.210	705 VALLEY RD	LOT B, PLAN KAP31659, SEC 3, TWP 23, 41	4.97	692.12
217	03236.002	770 PACKINGHOUSE RD	LOT 1, PLAN EPP68383, SEC , TWP 23, 41	3.86	537.54
217	03245.000	590 BRENDA RD	LOT 25, PLAN KAP896, SEC 4&9, TWP 23, 41	4.85	675.41
217	03255.321	1982 UNION RD	LOT A, PLAN KAP75150, SEC 4, TWP 23, 41	1.00	139.26
217	03255.322	1980 UNION RD	LOT B, PLAN KAP75150, SEC 4, TWP 23, 41	1.00	139.26
217	03262.000	2389 LONGHILL RD	LOT 13, PLAN KAP1068, SEC 4, TWP 23, 41	5.98	832.77
217	03263.000	2206 LONGHILL RD	LOT 2, PLAN KAP1068, SEC 4&34, TWP 23, 41	7.33	1020.78
217	03264.000	185 VALLEY RD	LOT 3, PLAN KAP1068, SEC 4&34, TWP 23, 41	3.77	526.01
217	03266.000	143 VALLEY RD	LOT 5, PLAN KAP1068, SEC 4, TWP 23, 41	3.84	534.76
217	03267.000	127 1 VALLEY RD	LOT 6, PLAN KAP1068, SEC 4, TWP 23, 41	9.27	1290.94
217	03268.000	2214 BONN RD	LOT 7, PLAN KAP1068, SEC 4, TWP 23, 41	4.51	628.06
217	03269.000	115 VALLEY RD N	LOT 8, PLAN KAP1068, SEC 4, TWP 23, 41	10.16	1414.88
217	03270.000	2547 SEXSMITH RD	LOT 11, PLAN KAP1068, SEC 3&4, TWP 23, 41	1.10	153.19
217	03271.000	220 MAIL RD	LOT 12, PLAN KAP1068, SEC 4, TWP 23, 41	8.46	1178.14
217	03272.000	180 MAIL RD	LOT 13, PLAN KAP1068, SEC 4, TWP 23, 41	7.01	976.21
217	03274.000	135 VALLEY RD N	LOT H, PLAN KAP1636, SEC 4, TWP 23, 41	5.34	743.65
217	03278.000	800 PACKINGHOUSE RD	LOT 3, PLAN KAP1884, SEC 4&9, TWP 23, 41	1.00	139.26
217	03279.000	2160 SCENIC RD	LOT 4, PLAN KAP1884, SEC 4&9, TWP 23, 41	4.45	619.71
217	03410.000	1250 GLENMORE RD N	LOT 1, PLAN KAP1068, SEC 9, TWP 23, 41	3.46	481.84
217	03645.000	2434 GALE RD	LOT 2, PLAN KAP1453, SEC 23, TWP 23, 41	1.77	246.49
217	03646.000	2504 GALE RD	LOT 3, PLAN KAP1453, SEC 23, TWP 23, 41	4.17	580.71
217	03650.000	2801 DRY VALLEY RD	LOT 7, PLAN KAP1453, SEC 23, TWP 23, 41	2.07	288.27
217	03664.000	2155 PIER MAC WAY	LOT 1, PLAN KAP2257, SEC 23, TWP 23, 41	2.33	324.48
217	03664.514	2855 DRY VALLEY RD	LOT A, PLAN KAP37471, SEC 23, TWP 23, 41	3.56	495.77
217	03664.516	2849 DRY VALLEY RD	LOT B, PLAN KAP37471, SEC 23, TWP 23, 41	10.67	1485.90
217	03884.000	3310 MATHEWS RD	LOT 63, PLAN KAP1247, SEC 3&34, TWP 26, 41	6.71	934.43
217	03905.001	4232 SPIERS RD	LOT 117, PLAN KAP1247, SEC 3, TWP 26, 41	7.16	997.10

3/28/2019

OKSIR-RDCO-2019 TaxRoll-City of Kelowna.xlsx

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Jurisdiction	Folio	Property Address	Legal Description	Adj. Acre	x139.26
217	03905.104	4236 SPIERS RD	LOT B, PLAN KAP92871, SEC 3, TWP 26, 41	4.45	619.71
217	03906.000	4233 SPIERS RD	LOT 119, PLAN KAP1247, SEC 3, TWP 26, 41	5.01	697.69
217	03907.000	4221 SPIERS RD	LOT 120, PLAN KAP1247, SEC 3, TWP 26, 41	11.20	1559.71
217	03908.000	4215 SPIERS RD	LOT 121, PLAN KAP1247, SEC 3, TWP 26, 41	1.00	139.26
217	03912.000	3030 GRIEVE RD	LOT 125, PLAN KAP1247, SEC 3, TWP 26, 41	5.50	765.93
217	03913.001	3015 GRIEVE RD	LOT 126, PLAN KAP1247, SEC 3, TWP 26, 41	9.88	1375.89
217	03913.100	3145 GULLEY RD	LOT 127, PLAN KAP1247, SEC 3, TWP 26, 41	9.20	1281.19
217	03949.320	4280 SPIERS RD	LOT B, PLAN KAP34609, SEC 3, TWP 26, 41	9.95	1385.64
217	03949.340	4207 SPIERS RD	LOT B, PLAN KAP47098, SEC 3, TWP 26, 41	3.07	427.53
217	03949.390	3480 WATER RD	LOT A, PLAN KAP71707, SEC 3, TWP 26, 41	5.87	817.46
217	03950.000	3965 TODD RD	LOT , PLAN KAP1247, SEC 4, TWP 26, 41	8.67	1207.38
217	03952.062	3865 SPIERS RD	LOT 138, PLAN KAP1247, SEC 4, TWP 26, 41	6.75	940.01
217	03953.000	3895 SPIERS RD	LOT 139, PLAN KAP1247, SEC 4, TWP 26, 41	4.71	655.91
217	03956.000	4201 SPIERS RD	LOT 142, PLAN KAP1247, SEC 4, TWP 26, 41	6.18	860.63
217	03960.000	2699 SAUCIER RD	LOT 145, PLAN KAP1247, SEC 4, TWP 26, 41	1.35	188.00
217	03965.000	4175 TODD RD	LOT 150, PLAN KAP1247, SEC 4, TWP 26, 41	8.33	1160.04
217	03968.000	4067 TODD RD	LOT 153, PLAN KAP1247, SEC 4, TWP 26, 41	6.43	895.44
217	03971.503	2287 WARD RD	LOT B, PLAN KAP78689, SEC 4, TWP 26, 41	35.86	4993.86
217	03973.000	3980 TODD RD	LOT 159, PLAN KAP1247, SEC 4, TWP 26, 41	2.41	335.62
217	03979.000	2715 HEWLETT RD	LOT 3, PLAN KAP1656, SEC 4, TWP 26, 41	8.31	1157.25
217	03981.000	2570 SAUCIER RD	LOT , PLAN KAP8018B, SEC 4, TWP 26, 41	1.18	164.33
217	03985.000	2675 HEWLETT RD	LOT A, PLAN KAP12142, SEC 4, TWP 26, 41	4.83	672.63
217	03990.002	3950 SPIERS RD	LOT E, PLAN KAP12142, SEC 4, TWP 26, 41	1.37	190.79
217	03995.027	3920 TODD RD	LOT B, PLAN KAP21140, SEC 4, TWP 26, 41	1.00	139.26
217	03995.159	3955 SPIERS RD	LOT A, PLAN KAP56989, SEC 4, TWP 26, 41	1.33	185.22
217	03995.172	2620 HEWLETT RD	LOT 2, PLAN KAP92520, SEC 4, TWP 26, 41	10.02	1395.39
217	03997.000	1591 SAUCIER RD	LOT 237, PLAN KAP1247, SEC 5, TWP 26, 41	7.78	1083.44
217	04008.004	4025 CASORSO RD	LOT 1, PLAN EPP72879, SEC 5, TWP 26, 41	5.60	779.86
217	04008.005	4100 TODD RD	LOT 2, PLAN EPP72879, SEC 5, TWP 26, 41	1.00	139.26
217	04014.004	3896A CASORSO RD	LOT A, PLAN KAP92331, SEC 5, TWP 26, 41	7.81	1087.62
217	04016.000	3877 CASORSO RD	LOT 4, PLAN KAP2243, SEC 5, TWP 26, 41	1.51	210.28
217	04021.000	3995 CASORSO RD	LOT 8, PLAN KAP2243, SEC 5, TWP 26, 41	4.94	687.94
217	04023.000	1989 WARD RD	LOT 10, PLAN KAP2243, SEC 5, TWP 26, 41	9.33	1299.30

Jurisdiction	Folio	Property Address	Legal Description	Adj. Acre	x139.26
217	04029.000	4153 BEDFORD RD	LOT 1, PLAN KAP15793, SEC 5, TWP 26, 41	5.77	803.53
217	04031.000	4122 BEDFORD RD	LOT 4, PLAN KAP15793, SEC 5, TWP 26, 41	1.88	261.81
217	04032.158	3860 CASORSO RD	LOT 2, PLAN KAP89549, SEC 5, TWP 26, 41	1.00	139.26
217	04064.000	2090 WARD RD	LOT B, PLAN KAP1780, SEC 8, TWP 26, 41	8.12	1130.79
217	04118.205	1950 WARD RD	LOT A, PLAN KAP48946, SEC 8, TWP 12, 41	12.85	1789.49
217	04118.206	1990 WARD RD	LOT B, PLAN KAP48946, SEC 8, TWP 12, 41	2.49	346.76
217	04121.000	3677 SPIERS RD	LOT 1, PLAN KAP1072, SEC 9, TWP 26, 41	7.20	1002.67
217	04127.000	3663 SPIERS RD	LOT 2, PLAN KAP1765, SEC 9, TWP 26, 41	7.25	1009.64
217	04151.030	3769 SPIERS RD	LOT 1, PLAN KAP23684, SEC 9, TWP 26, 41	1.66	231.17
217	04151.105	2190 GULLEY RD	LOT A, PLAN KAP26008, SEC 9, TWP 26, 41	7.69	1070.91
217	04151.140	3664 SPIERS RD	LOT A, PLAN KAP28797, SEC 9, TWP 26, 41	13.98	1946.85
217	04151.150	3668 SPIERS RD	LOT B, PLAN KAP28797, SEC 9, TWP 26, 41	1.00	139.26
217	04151.155	3678 SPIERS RD	LOT C, PLAN KAP28797, SEC 9, TWP 26, 41	6.77	942.79
217	04151.192	2777 K.L.O. RD	LOT A, PLAN KAP43297, SEC 9&10, TWP 26, 41	9.58	1334.11
217	04151.195	3740 HART RD	LOT 6, PLAN KAP29282, SEC 9, TWP 26, 41	5.98	832.77
217	04151.200	2452 GULLEY RD	LOT 7, PLAN KAP29282, SEC 9, TWP 26, 41	21.88	3047.01
217	04151.210	2725 K.L.O. RD	LOT A, PLAN KAP45934, SEC , TWP 26, 41	28.73	4000.94
217	04151.260	2295 K.L.O. RD	LOT 2, PLAN KAP33463, SEC 9, TWP 26, 41	8.62	1200.42
217	04151.265	3551 SPIERS RD	LOT 3, PLAN KAP33463, SEC 9, TWP 26, 41	2.86	398.28
217	04151.292	2202 GULLEY RD	LOT A, PLAN KAP44147, SEC 9, TWP 26, 41	3.85	536.15
217	04151.300	3671 SPIERS RD	LOT A, PLAN KAP70726, SEC 9, TWP 26, 41	1.23	171.29
217	04152.000	3690 POOLEY RD	LOT , PLAN , SEC 10, TWP 26, 41	16.99	2366.03
217	04154.000	3400 REEKIE RD	LOT 3, PLAN KAP355, SEC 10, TWP 26, 41	8.73	1215.74
217	04156.000	3455 ROSE RD	LOT 4, PLAN KAP355, SEC 10, TWP 26, 41	12.19	1697.58
217	04157.051	3480 FITZGERALD RD	LOT 5, PLAN KAP355, SEC 10, TWP 26, 41	10.07	1402.35
217	04158.000	3201 POOLEY RD	LOT 3, PLAN KAP790, SEC 10, TWP 26, 41	14.91	2076.37
217	04160.001	3090 MCCULLOCH RD	LOT 5, PLAN KAP790, SEC 10, TWP 26, 41	5.65	786.82
217	04161.000	3641 HART RD	LOT 7, PLAN KAP790, SEC 10, TWP 26, 41	6.80	946.97
217	04166.000	3274 MCCULLOCH RD	LOT 2, PLAN KAP978, SEC 10, TWP 26, 41	3.72	518.05
217	04167.000	3286 MCCULLOCH RD	LOT 3, PLAN KAP978, SEC 10, TWP 26, 41	6.46	899.62
217	04168.000	3296 1 MCCULLOCH RD	LOT 4, PLAN KAP978, SEC 10, TWP 26, 41	4.11	572.36
217	04170.000	3041 POOLEY RD	LOT 3, PLAN KAP1517, SEC 10, TWP 26, 41	2.40	334.22
217	04171.000	3131 POOLEY RD	LOT 2, PLAN KAP1517, SEC 10, TWP 26, 41	1.00	139.26

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217	04174.002	3099 MCCULLOCH RD	LOT B, PLAN KAP71621, SEC 10, TWP 26, 41	2.91	405.25
217	04176.000	3591 HART RD	LOT 3, PLAN KAP1589, SEC 10, TWP 26, 41	3.33	463.74
217	04179.000	3635 REEKIE RD	LOT A, PLAN KAP2038, SEC 10, TWP 26, 41	15.68	2183.60
217	04180.000	3695 FITZGERALD RD	LOT B, PLAN KAP2038, SEC 10, TWP 26, 41	22.55	3140.31
217	04181.000	3520 REEKIE RD	LOT 1, PLAN KAP2398, SEC 10, TWP 26, 41	3.96	551.47
217	04183.000	3680 REEKIE RD	LOT 2, PLAN KAP2398, SEC 10, TWP 26, 41	10.94	1523.50
217	04194.000	3275 MCCULLOCH RD	LOT 1, PLAN KAP6530, SEC 10, TWP 26, 41	12.18	1696.19
217	04198.000	3524 ROSE RD	LOT A, PLAN KAP11840, SEC 10, TWP 26, 41	9.17	1277.01
217	04199.100	3564 ROSE RD	LOT A, PLAN KAP18708, SEC 10, TWP 26, 41	11.96	1665.55
217	04199.156	3269 MCCULLOCH RD	LOT 2, PLAN KAP90496, SEC 10, TWP 26, 41	2.06	286.88
217	04199.180	3301 MCCULLOCH RD	LOT 2, PLAN KAP28811, SEC 3&10, TWP 26, 41	14.83	2065.23
217	04199.252	3630 FITZGERALD RD	LOT B, PLAN KAP30817, SEC 10, TWP 26, 41	10.10	1406.53
217	04199.254	3505 FITZGERALD RD	LOT 1, PLAN KAP30818, SEC 10, TWP 26, 41	20.43	2845.08
217	04199.278	3565 ROSE RD	LOT A, PLAN KAP38325, SEC 10, TWP 26, 41	7.87	1095.98
217	04199.280	3248 MCCULLOCH RD	LOT B, PLAN KAP38325, SEC 10, TWP 26, 41	1.00	139.26
217	04199.303	3255 MCCULLOCH RD	LOT A, PLAN KAP63291, SEC 10, TWP 26, 41	1.00	139.26
217	04199.308	3665 HART RD	LOT 1, PLAN EPP74364, SEC 10, TWP 26, 41	4.00	557.04
217	04201.000	3940 SENGER RD	LOT , PLAN , SEC 11, TWP 26, 41	5.55	772.89
217	04209.000	2502 BELGO RD	LOT 6, PLAN KAP1380, SEC 11, TWP 26, 41	14.97	2084.72
217	04210.000	2550 WALBURN RD	LOT 7, PLAN KAP1380, SEC , TWP 26, 41	3.35	466.52
217	04214.000	2605 BELGO RD	LOT 3, PLAN KAP1380, SEC 11, TWP 26, 41	8.55	1190.67
217	04215.000	2505 BELGO RD	LOT 4, PLAN KAP1380, SEC 11, TWP 26, 41	5.84	813.28
217	04220.000	3950 BORLAND RD	LOT , PLAN KAP1862B, SEC 11, TWP 26, 41	2.92	406.64
217	04222.000	3527 BEMROSE RD	LOT 2, PLAN KAP2005, SEC 11, TWP 26, 41	3.17	441.45
217	04223.000	3835 BORLAND RD	LOT A, PLAN KAP2645, SEC 11, TWP 26, 41	4.07	566.79
217	04225.000	3553 BEMROSE RD	LOT 1, PLAN KAP4332, SEC 11, TWP 26, 41	4.37	608.57
217	04228.000	3625 BEMROSE RD	LOT A, PLAN KAP4553, SEC 11, TWP 26, 41	7.95	1107.12
217	04232.000	3647 BEMROSE RD	LOT 1, PLAN KAP5787, SEC 11, TWP 26, 41	4.58	637.81
217	04234.000	4010 SENGER RD	LOT A, PLAN KAP6005, SEC 11, TWP 26, 41	25.24	3514.92
217	04235.000	3975 SENGER RD	LOT A, PLAN KAP6633, SEC 11, TWP 26, 41	2.62	364.86
217	04237.120	2149 BELGO RD	LOT 1, PLAN KAP31521, SEC , TWP 26, 41	10.04	1398.17
217	04237.128	2277 BELGO RD	LOT 1, PLAN EPP30052, SEC 11, TWP 26, 41	1.00	139.26
217	04237.130	2327 BELGO RD	LOT 1, PLAN KAP33009, SEC 11, TWP 26, 41	8.84	1231.06

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217	04237.137	3547 BEMROSE RD	LOT 1, PLAN KAP71097, SEC 26, TWP 11, 41	1.00	139.26
217	04237.138	2547 BELGO RD	LOT A, PLAN KAP76995, SEC 11, TWP 26, 41	1.00	139.26
217	04237.139	3567 BEMROSE RD	LOT A, PLAN KAP77725, SEC 11, TWP 26, 41	1.00	139.26
217	04243.000	2455 WALBURN RD	LOT B, PLAN KAP3238B, SEC 12, TWP 26, 41	4.84	674.02
217	04245.051	2601 WALBURN RD	LOT 2, PLAN KAP62978, SEC 12, TWP 26, 41	5.89	820.24
217	04247.000	1190 LEWIS RD	LOT 9, PLAN KAP1380, SEC 13, TWP 26, 41	8.08	1125.22
217	04248.000	2290 GARNER RD	LOT 2, PLAN KAP1380, SEC 13, TWP 26, 41	7.52	1047.24
217	04249.000	2148 WALBURN RD	LOT 4, PLAN KAP1380, SEC 13, TWP 26, 41	10.45	1455.27
217	04254.000	1093 TEASDALE RD	LOT 8, PLAN KAP1380, SEC , TWP 26, 41	5.17	719.97
217	04256.000	1320 BELGO RD	LOT 1, PLAN KAP1926, SEC 13, TWP 26, 41	2.76	384.36
217	04258.000	1404 LEWIS RD	LOT 2, PLAN KAP1926, SEC 13, TWP 26, 41	7.95	1107.12
217	04261.000	1839 WALBURN RD	LOT 7, PLAN KAP1926, SEC 13, TWP 26, 41	5.61	781.25
217	04269.002	2091 WALBURN RD	LOT 2, PLAN KAP4119, SEC 13, TWP 26, 41	1.00	139.26
217	04270.003	1959 WALBURN RD	LOT B, PLAN KAP91170, SEC 13, TWP 26, 41	1.00	139.26
217	04293.000	1181 LEWIS RD	LOT A, PLAN KAP11265, SEC 13, TWP 26, 41	1.00	139.26
217	04310.500	2021 WALBURN RD	LOT A, PLAN KAP34516, SEC 13, TWP 26, 41	1.00	139.26
217	04315.000	3855 EAST KELOWNA RD	LOT 13, PLAN KAP665, SEC 14, TWP 26, 41	2.30	320.30
217	04317.000	2075 BELGO RD	LOT 9, PLAN KAP1380, SEC 14, TWP 26, 41	3.81	530.58
217	04318.001	1865 BELGO RD	LOT 11, PLAN KAP1380, SEC 14, TWP 26, 41	9.27	1290.94
217	04319.000	2280 HOLLYWOOD RD S	LOT 12, PLAN KAP1380, SEC 14, TWP 26, 41	3.98	554.25
217	04324.000	1650 GEEN RD	LOT 3, PLAN KAP1380, SEC 14, TWP 26, 41	1.64	228.39
217	04325.001	1390 GEEN RD	LOT A, PLAN KAP90868, SEC 14, TWP 26, 41	5.28	735.29
217	04327.004	1595 TEASDALE RD	LOT B, PLAN EPP32484, SEC 14, TWP 26, 41	4.35	605.78
217	04329.000	1409 TEASDALE RD	LOT 8, PLAN KAP1380, SEC 14, TWP 26, 41	3.20	445.63
217	04330.000	1555 TEASDALE RD	LOT 10, PLAN KAP1380, SEC 14, TWP 26, 41	1.04	144.83
217	04333.000	1375 GEEN RD	LOT 5, PLAN KAP1380, SEC 13, TWP 26, 41	1.00	139.26
217	04334.001	1225 TEASDALE RD	LOT 6, PLAN KAP1380, SEC 14, TWP 26, 41	3.96	551.47
217	04335.000	1103 TEASDALE RD	LOT 7, PLAN KAP1380, SEC 14, TWP 26, 41	2.17	302.19
217	04343.000	2270 HOLLYWOOD RD S	LOT A, PLAN KAP1845, SEC 14, TWP 26, 41	1.00	139.26
217	04344.000	2015 BELGO RD	LOT B, PLAN KAP1845, SEC 14, TWP 26, 41	8.86	1233.84
217	04345.000	1525 GEEN RD	LOT A, PLAN KAP1846, SEC 14, TWP 26, 41	1.45	201.93
217	04346.000	1565 1 BELGO RD	LOT B, PLAN KAP1846, SEC 14, TWP 26, 41	5.12	713.01

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217	04350.000	1469 TEASDALE RD	LOT 1, PLAN KAP4384, SEC 14, TWP 26, 41	7.52	1047.24
217	04351.000	1429 TEASDALE RD	LOT 2, PLAN KAP4384, SEC 14, TWP 26, 41	1.96	272.95
217	04354.000	3223 REID RD	LOT B, PLAN KAP76792, SEC 15, TWP 26, 41	1.00	139.26
217	04360.093	3754 EAST KELOWNA RD	LOT B, PLAN KAP84170, SEC 14, TWP 26, 41	6.90	960.89
217	04360.267	1708 GEEN RD	LOT 1, PLAN KAP82075, SEC 14, TWP 26, 41	5.00	696.30
217	04360.268	1605 GEEN RD	LOT 2, PLAN KAP82075, SEC 14, TWP 26, 41	7.44	1036.09
217	04360.354	1950 BELGO RD	LOT 2, PLAN KAP25528, SEC 14, TWP 26, 41	14.27	1987.24
217	04360.527	3795 EAST KELOWNA RD	LOT A, PLAN KAP58793, SEC 14, TWP 26, 41	1.72	239.53
217	04364.000	2995 DUNSTER RD	LOT 6, PLAN KAP187, SEC 15, TWP 26, 41	1.46	203.32
217	04365.000	3098 EAST KELOWNA RD	LOT 6, PLAN KAP187, SEC 15, TWP 26, 41	9.89	1377.28
217	04366.000	3002 EAST KELOWNA RD	LOT 6, PLAN KAP187, SEC 15, TWP 26, 41	2.39	332.83
217	04367.000	2855 DUNSTER RD	LOT 7, PLAN KAP187, SEC 15, TWP 26, 41	15.87	2210.06
217	04368.000	3152 EAST KELOWNA RD	LOT 7, PLAN KAP187, SEC 15, TWP 26, 41	15.34	2136.25
217	04369.000	2795 DUNSTER RD	LOT 8, PLAN KAP187, SEC 15, TWP 26, 41	17.25	2402.24
217	04370.002	3250 EAST KELOWNA RD	LOT B, PLAN EPP54381, SEC 15, TWP 26, 41	14.84	2066.62
217	04372.000	3208 REID RD	LOT 18, PLAN KAP187, SEC 15, TWP 26, 41	6.07	845.31
217	04375.000	3350 POOLEY RD	LOT 20, PLAN KAP187, SEC 15, TWP 26, 41	7.10	988.75
217	04379.000	3073 DUNSTER RD	LOT 12, PLAN KAP665, SEC 16, TWP 26, 41	5.97	831.38
217	04380.000	3502 EAST KELOWNA RD	LOT 11, PLAN KAP187, SEC 15, TWP 26, 41	8.21	1143.32
217	04381.000	2947 EAST KELOWNA RD	LOT 1, PLAN KAP736, SEC 15, TWP 26, 41	7.42	1033.31
217	04382.000	2981 EAST KELOWNA RD	LOT 2, PLAN KAP736, SEC 15, TWP 26, 41	6.57	914.94
217	04385.000	3072 EAST KELOWNA RD	LOT 6, PLAN KAP821B, SEC 15, TWP 26, 41	3.50	487.41
217	04386.001	3622 EAST KELOWNA RD	LOT 12, PLAN KAP187, SEC 15, TWP 26, 41	4.19	583.50
217	04386.002	3652 EAST KELOWNA RD	LOT 12, PLAN KAP187, SEC 15, TWP 26, 41	1.06	147.62
217	04387.000	3183 DUNSTER RD	LOT , PLAN KAP187, SEC 15, TWP 26, 41	4.78	665.66
217	04394.000	3582 EAST KELOWNA RD	LOT B, PLAN KAP1670, SEC 15, TWP 26, 41	3.89	541.72
217	04396.000	2960 MCCULLOCH RD	LOT B, PLAN KAP1703, SEC 15, TWP 26, 41	4.41	614.14
217	04400.000	3430 POOLEY RD	LOT B, PLAN KAP1725, SEC 15, TWP 26, 41	11.72	1632.13
217	04402.000	3251 EAST KELOWNA RD	LOT 1, PLAN KAP3379, SEC 15, TWP 26, 41	3.89	541.72
217	04404.000	3260 POOLEY RD	LOT 3, PLAN KAP3379, SEC 15, TWP 26, 41	10.33	1438.56
217	04406.000	3420 EAST KELOWNA RD	LOT 1, PLAN KAP3380, SEC 15, TWP 26, 41	5.65	786.82
217	04407.000	3490 EAST KELOWNA RD	LOT 2, PLAN KAP3380, SEC 15, TWP 26, 41	6.28	874.55
217	04412.000	3288 REID RD	LOT A, PLAN KAP4618, SEC 15, TWP 26, 41	13.53	1884.19

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217	04416.000	3329 EAST KELOWNA RD	LOT 1, PLAN KAP5512, SEC 15, TWP 26, 41	6.69	931.65
217	04418.000	3375 DALL RD	LOT 1, PLAN KAP6585, SEC 15, TWP 26, 41	5.07	706.05
217	04420.000	3060 POOLEY RD	LOT 2, PLAN KAP6585, SEC 15, TWP 26, 41	2.15	299.41
217	04423.190	3350 EAST KELOWNA RD	LOT 1, PLAN KAP30593, SEC 15, TWP 26, 41	1.00	139.26
217	04423.192	3310 EAST KELOWNA RD	LOT 2, PLAN KAP30593, SEC 15, TWP 26, 41	9.95	1385.64
217	04423.194	3410 POOLEY RD	LOT A, PLAN KAP34483, SEC 15, TWP 26, 41	4.50	626.67
217	04423.198	3120 POOLEY RD	LOT B, PLAN KAP34888, SEC 15, TWP 26, 41	9.08	1264.48
217	04423.205	3480 POOLEY RD	LOT A, PLAN KAP53451, SEC 15, TWP 26, 41	1.00	139.26
217	04423.207	3367 REID RD	LOT B, PLAN KAP55650, SEC 15, TWP 26, 41	1.85	257.63
217	04423.208	3390 REID RD	LOT 1, PLAN KAP56635, SEC 15, TWP 26, 41	1.00	139.26
217	04423.209	3360 REID RD	LOT 2, PLAN KAP56635, SEC 15, TWP 26, 41	7.32	1019.38
217	04428.000	3395 NEID RD	LOT 26, PLAN KAP187, SEC 16, TWP 26, 41	2.38	331.44
217	04432.000	3194 DUNSTER RD	LOT 5, PLAN KAP665, SEC 16, TWP 26, 41	1.94	270.16
217	04433.000	3172 DUNSTER RD	LOT 6, PLAN KAP665, SEC 16, TWP 26, 41	1.17	162.93
217	04436.000	3042 1 DUNSTER RD	LOT 9, PLAN KAP665, SEC 16, TWP 26, 41	1.66	231.17
217	04525.228	2877 EAST KELOWNA RD	LOT B, PLAN KAP33697, SEC 16, TWP 26, 41	5.65	786.82
217	04525.503	2690 BEWLAY RD	LOT 1, PLAN KAP56199, SEC 16, TWP 26, 41	3.20	445.63
217	04574.000	2990 DUNSTER RD	LOT , PLAN KAP1353B, SEC 21, TWP 26, 41	9.71	1352.21
217	04591.000	2934 DUNSTER RD	LOT C, PLAN KAP1700, SEC 22, TWP 26, 41	7.89	1098.76
217	04805.214	2960 DUNSTER RD	LOT 1, PLAN KAP73437, SEC 22, TWP 26, 41	12.95	1803.42
217	04824.000	1205 BELGO RD	LOT 2, PLAN KAP2329, SEC 23, TWP 26, 41	2.42	337.01
217	04825.001	1368 3 TEASDALE RD	LOT 3, PLAN KAP2329, SEC 23, TWP 26, 41	22.84	3180.70
217	04898.001	879 HIGHWAY 33 E	LOT 1, PLAN EPP32580, SEC , TWP 26, 41	8.85	1232.45
217	05479.000	3363 SPRINGFIELD RD	LOT 5, PLAN KAP1802, SEC 24, TWP 26, 41	8.80	1225.49
217	05502.130	811 HIGHWAY 33 E	LOT A, PLAN KAP23321, SEC 24, TWP 26, 41	1.93	268.77
217	05502.305	1151 LEWIS RD	LOT A, PLAN KAP33567, SEC 24, TWP 26, 41	5.39	750.61
217	05502.310	881 HIGHWAY 33 E	LOT B, PLAN KAP33567, SEC 24, TWP 26, 41	7.95	1107.12
217	05503.001	751 HARTMAN RD	LOT , PLAN KAP264, SEC 25, TWP 26, 41	8.85	1232.45
217	05510.000	920 HARTMAN RD	LOT 3, PLAN KAP731, SEC 25, TWP 26, 41	5.95	829.60
217	05511.000	1130 HARTMAN RD	LOT 4, PLAN KAP731, SEC 25, TWP 26, 41	2.92	406.64
217	05512.000	690 MUGFORD RD	LOT 3, PLAN KAP603, SEC 25, TWP 26, 41	4.32	601.60
217	05513.004	1120 GIBSON RD	LOT B, PLAN EPP11757, SEC 25, TWP 26, 41	6.28	874.55
217	05514.000	1145 MORRISON RD	LOT 2, PLAN KAP1515, SEC 25, TWP 26, 41	2.51	349.54

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217	05516.000	712 MCCURDY RD E	LOT 4, PLAN KAP1515, SEC 25, TWP 26, 41	6.83	951.15
217	05517.000	225 GIBSON RD	LOT 4, PLAN KAP1760, SEC 25, TWP 26, 41	3.72	518.05
217	05519.002	1610 SWAINSON RD	LOT 1, PLAN KAP77945, SEC , TWP 26, 41	10.30	1434.38
217	05524.000	1306 MCKENZIE RD	LOT 12, PLAN KAP1760, SEC 25, TWP 26, 41	6.55	912.15
217	05530.000	1550 SWAINSON RD	LOT 1, PLAN KAP77944, SEC , TWP 26, 41	13.54	1885.58
217	05548.000	1090 MCKENZIE RD	LOT 2, PLAN KAP4586, SEC 25, TWP 26, 41	26.74	3723.81
217	05561.000	690 HARTMAN RD	LOT A, PLAN KAP5499, SEC 25, TWP 26, 41	16.60	2311.72
217	05579.469	1045 EL PASO RD	LOT 22, PLAN KAP22986, SEC 25, TWP 26, 41	5.95	828.60
217	05579.575	839 HARTMAN RD	LOT 2, PLAN KAP29183, SEC 25, TWP 26, 41	17.85	2485.79
217	05579.684	837 HARTMAN RD	LOT A, PLAN KAP35135, SEC 25, TWP 26, 41	2.66	370.43
217	06470.000	483 VALLEY RD	LOT 1, PLAN KAP896, SEC 32, TWP 26, 41	5.33	742.26
217	06471.000	463 VALLEY RD	LOT 2, PLAN KAP896, SEC , TWP 26, 41	2.03	282.70
217	06499.001	445 VALLEY RD	LOT 3, PLAN KAP896, SEC 33, TWP 26, 41	3.75	522.23
217	06501.000	2224 ROJEM RD	LOT 4, PLAN KAP896, SEC 33, TWP 26, 41	2.06	286.88
217	06502.000	389 VALLEY RD	LOT 5, PLAN KAP896, SEC 33, TWP 26, 41	7.08	985.96
217	06507.000	2429 LONGHILL RD	LOT 14, PLAN KAP1068, SEC 33, TWP 26, 41	10.78	1501.22
217	06508.000	2449 LONGHILL RD	LOT 15, PLAN KAP1068, SEC 33, TWP 26, 41	1.46	203.32
217	06510.000	120 MAIL RD	LOT 15, PLAN KAP1068, SEC , TWP 26, 41	7.95	1107.12
217	06511.000	102 MAIL RD	LOT 16, PLAN KAP1068, SEC , TWP 26, 41	8.75	1218.53
217	06515.000	545 RIFLE RD	LOT 7, PLAN KAP1249, SEC , TWP 26, 41	6.11	850.88
217	06524.000	2300 30 SILVER PL	LOT 8, PLAN KAP1249, SEC 33, TWP 26, 41	3.43	477.66
217	06525.000	2227 ROJEM RD	LOT 9, PLAN KAP1249, SEC 33, TWP 26, 41	2.10	292.45
217	06527.000	2255 ROJEM RD	LOT 11, PLAN KAP1249, SEC 33, TWP 26, 41	4.42	615.53
217	06528.000	2309 ROJEM RD	LOT 12, PLAN KAP1249, SEC 33, TWP 26, 41	4.36	607.17
217	06529.000	2323 ROJEM RD	LOT 13, PLAN KAP1249, SEC 33, TWP 26, 41	1.32	183.82
217	06533.000	2379 ROJEM RD	LOT 17, PLAN KAP1249, SEC 33, TWP 26, 41	1.96	272.95
217	06541.000	330 VALLEY RD	LOT 2, PLAN KAP4043, SEC 33, TWP 26, 41	1.35	188.00
217	06554.120	2389 2 ROJEM RD	LOT A, PLAN KAP26223, SEC 33, TWP 26, 41	1.00	139.26
217	06554.140	2400 LONGHILL RD	LOT A, PLAN KAP26592, SEC 4&33, TWP 23, 41	2.41	335.62
217	06554.160	2461 LONGHILL RD	LOT A, PLAN KAP28623, SEC 33, TWP 26, 41	5.10	710.23
217	06554.195	2350 SILVER PL	LOT 1, PLAN KAP33461, SEC 33, TWP 26, 41	3.52	490.20
217	06554.197	2489 LONGHILL RD	LOT 2, PLAN KAP33461, SEC 33, TWP 26, 41	4.13	575.14
217	06554.199	574 RIFLE RD	LOT 3, PLAN KAP33461, SEC 33, TWP 26, 41	3.39	472.09

Jurisdiction	Folio	Property Address	Legal Description	Adj. Acre	x139.26
217	06554.238	2351 ROJEM RD	LOT C, PLAN KAP61113, SEC 33, TWP 26, 41	4.00	557.04
217	06557.002	2710 LONGHILL RD	LOT B, PLAN KAP88097, SEC 34, TWP 26, 41	1.00	139.26
217	06612.470	2512 LONGHILL RD	LOT A, PLAN KAP26258, SEC , TWP 26, 41	13.50	1880.01
217	06612.672	2614 LONGHILL RD	LOT 1, PLAN KAP40166, SEC 34, TWP 26, 41	2.17	302.19
217	06638.000	1844 RUTLAND RD N	LOT , PLAN KAP264, SEC 35, TWP 26, 41	1.00	139.26
217	06641.000	758 WALLACE RD	LOT 21, PLAN KAP425, SEC , TWP 26, 41	1.00	139.26
217	06646.000	625 CORNISH RD	LOT 27, PLAN KAP425, SEC , TWP 26, 41	1.00	139.26
217	06647.000	610 CORNISH RD	LOT 28, PLAN KAP425, SEC 35, TWP 26, 41	7.77	1082.05
217	06650.000	420 CORNISH RD	LOT 31, PLAN KAP425, SEC 35, TWP 26, 41	1.00	139.26
217	06658.000	355 CORNISH RD	LOT 41, PLAN KAP425, SEC 35, TWP 26, 41	3.64	506.91
217	06661.000	298 CORNISH RD	LOT 45, PLAN KAP425, SEC 35, TWP 26, 41	3.44	479.05
217	06723.000	310 FITZPATRICK RD	LOT 2, PLAN KAP9092, SEC 35, TWP 26, 41	1.00	139.26
217	06773.003	1685 RUTLAND RD N	LOT 3, PLAN KAP18313, SEC 35, TWP 26, 41	2.05	285.48
217	06773.440	585 CORNISH RD	LOT 1, PLAN KAP19142, SEC 35, TWP 26, 41	3.86	537.54
217	06774.244	245 CORNISH RD	LOT B, PLAN KAP43294, SEC 35, TWP 26, 41	1.39	193.57
217	06776.850	2105 MORRISON RD	LOT 1, PLAN KAP425, SEC 36, TWP 26, 41	6.51	906.58
217	06776.900	1990 MCKENZIE RD	LOT 2, PLAN KAP425, SEC 36, TWP 26, 41	14.43	2009.52
217	06777.000	1900 MCKENZIE RD	LOT 3, PLAN KAP425, SEC 36, TWP 26, 41	6.03	839.74
217	06778.000	1893 MORRISON RD	LOT 3, PLAN KAP425, SEC 36, TWP 26, 41	4.17	580.71
217	06788.000	1304 MORRISON RD	LOT 10, PLAN KAP425, SEC 36, TWP 26, 41	7.58	1055.59
217	06792.000	2062 MORRISON RD	LOT 14, PLAN KAP425, SEC 36, TWP 26, 41	3.38	470.70
217	06793.000	2104 1 MORRISON RD	LOT 15, PLAN KAP425, SEC , TWP 26, 41	1.58	220.03
217	06794.000	685 2 OLD VERNON RD	LOT 16, PLAN KAP425, SEC , TWP 26, 41	5.24	729.72
217	06796.000	745 CORNISH RD	LOT 18, PLAN KAP425, SEC , TWP 26, 41	6.35	884.30
217	06799.510	1425 MORRISON RD	LOT B, PLAN EPP15301, SEC 36, TWP 26, 41	7.41	1031.92
217	06803.000	1350 HORNING RD	LOT 20, PLAN KAP1760, SEC 36, TWP 26, 41	14.64	2038.77
217	06805.005	1920 MCCURDY RD E	LOT 3, PLAN KAP91486, SEC 31, TWP 27, 41	13.61	1895.33
217	06806.000	1431 LATTA RD	LOT 24, PLAN KAP1760, SEC , TWP 26, 41	1.00	139.26
217	06807.001	1305 LATTA RD	LOT 25, PLAN KAP1760, SEC 36, TWP 26, 41	11.11	1547.18
217	06810.002	1341 LATTA RD	LOT 28, PLAN KAP1760, SEC 36, TWP 26, 41	9.97	1388.42
217	06814.007	1448 LATTA RD	LOT 3, PLAN KAP91485, SEC 31, TWP 27, 41	17.22	2398.06
217	06814.008	1440 LATTA RD	LOT A, PLAN EPP28996, SEC 36, TWP 26, 41	1.00	139.26
217	06817.001	1331 MCCURDY RD E	LOT 1, PLAN KAP4060, SEC 36, TWP 26, 41	19.59	2728.10

Jurisdiction	Folio	Property Address	Legal Description	Adj. Acre	x139.26
217	06819.000	1545 MCCURDY RD E	LOT 3, PLAN KAP4060, SEC 36, TWP 26, 41	15.90	2214.23
217	06820.000	1445 LATTA RD	LOT 25, PLAN KAP4218B, SEC 36, TWP 26, 41	10.85	1510.97
217	06828.490	1761 MORRISON RD	LOT A, PLAN KAP25654, SEC 36, TWP 26, 41	3.97	552.86
217	06828.500	1750 MCKENZIE RD	LOT B, PLAN KAP25654, SEC 36, TWP 26, 41	10.23	1424.63
217	06828.524	1700 MCKENZIE RD	LOT D, PLAN KAP25654, SEC 36, TWP 26, 41	7.37	1026.35
217	06828.618	1301 LATTA RD	LOT 1, PLAN KAP33998, SEC 36, TWP 26, 41	1.00	139.26
217	06828.642	837 MCCURDY RD E	LOT 2, PLAN EPP14181, SEC 36, TWP 26, 41	1.00	139.26
217	06828.644	833 MCCURDY RD E	LOT 3, PLAN EPP14181, SEC 36, TWP 26, 41	1.00	139.26
217	06886.003	2025 1 TREETOP RD	LOT 1, PLAN KAP1760, SEC 19, TWP 27, 41	9.58	1334.11
217	06960.185	5681 LAKESHORE RD	LOT 1, PLAN EPP37698, SEC 16, TWP 28, 54	1.00	139.26
217	07143.000	559 BARNABY RD	LOT 3, PLAN KAP1743, SEC 25, TWP 28, 54	1.00	139.26
217	07161.000	4856 LAKESHORE RD	LOT, PLAN KAP1722, SEC 25, TWP 29, 54	3.21	447.02
217	07264.002	1456 DEHART RD	LOT 1, PLAN KAP1837, SEC, TWP 29, 41	11.58	1612.63
217	07269.000	999 CRAWFORD RD	LOT 1, PLAN KAP13170, SEC 31, TWP 29, 41	11.85	1650.23
217	07270.072	1265 CRAWFORD RD	LOT 2, PLAN KAP21104, SEC 31, TWP 29, 41	1.00	139.26
217	07270.074	1285 CRAWFORD RD	LOT 3, PLAN KAP21104, SEC, TWP 29, 41	1.00	139.26
217	07278.000	4551 STEWART RD W	LOT 220, PLAN KAP1247, SEC 32, TWP 29, 41	2.89	402.46
217	07280.000	4480 STEWART RD E	LOT 222, PLAN KAP1247, SEC 32, TWP 29, 41	1.00	139.26
217	07286.000	1690 SAUCIER RD	LOT 228, PLAN KAP1247, SEC 32, TWP 29, 41	1.00	139.26
217	07287.000	1670 SAUCIER RD	LOT 229, PLAN KAP1247, SEC 32, TWP 29, 41	3.02	420.57
217	07290.000	1650 SAUCIER RD	LOT 232, PLAN KAP1247, SEC 32, TWP 29, 41	9.79	1363.36
217	07291.000	4202 BEDFORD RD	LOT 233, PLAN KAP1247, SEC 32, TWP 29, 41	9.74	1356.39
217	07293.000	1601 SAUCIER RD	LOT 238, PLAN KAP1247, SEC 32, TWP 29, 41	1.62	225.60
217	07296.000	1475 DEHART RD	LOT 246, PLAN KAP1247, SEC 32, TWP 29, 41	1.00	139.26
217	07304.000	4132 BEDFORD RD	LOT 3, PLAN KAP15793, SEC 32, TWP 29, 41	6.38	888.48
217	07304.010	1485 DEHART RD	LOT 1, PLAN KAP20969, SEC 32, TWP 29, 41	1.21	168.50
217	07351.000	4305 JAUD RD	LOT 5, PLAN KAP6171, SEC 34, TWP 29, 41	14.20	1977.49
217	09533.000	2517 GALE RD	LOT 2, PLAN KAP10810, SEC, TWP, 41	6.91	962.29
217	09533.052	2499 GALE RD	LOT C, PLAN KAP19044, SEC, TWP, 41	1.00	139.26
217	09533.053	2475 GALE RD	LOT D, PLAN KAP19044, SEC, TWP, 41	1.00	139.26
217	09533.054	2449 GALE RD	LOT E, PLAN KAP19044, SEC, TWP, 41	1.00	139.26
217	09533.055	2427 GALE RD	LOT F, PLAN KAP19044, SEC, TWP, 41	1.00	139.26
217	09533.057	2555 GALE RD	LOT A, PLAN EPP65442, SEC, TWP, 41	1.39	193.57

Jurisdiction	Folio	Property Address	Legal Description	Adj. Acre	x139.26
217	10392.000	2240 MAYER RD	LOT 1, PLAN KAP2332, SEC , TWP , 41	14.93	2079.15
217	10393.000	2050 BYRNS RD	LOT 1, PLAN KAP2830, SEC 17, TWP 26, 41	20.34	2832.55
217	10394.001	2190 COOPER RD	LOT A, PLAN KAP80629, SEC , TWP , 41	4.76	662.88
217	10410.000	1756 BYRNS RD	LOT 23, PLAN KAP415, SEC , TWP , 41	11.40	1587.56
217	10411.000	1890 BYRNS RD	LOT 23, PLAN KAP415, SEC 19, TWP 26, 41	4.35	605.78
217	10414.000	1756 BYRNS RD	LOT 26, PLAN KAP415, SEC , TWP , 41	10.64	1481.73
217	10518.000	1650 BYRNS RD	LOT 2, PLAN KAP78759, SEC , TWP , 41	3.61	502.73
217	10519.852	2225 SPALL RD	LOT B, PLAN KAP40808, SEC , TWP , 41	13.45	1873.05
217	10519.854	1960 BYRNS RD	LOT C, PLAN KAP40808, SEC , TWP , 41	10.91	1519.33
217	10519.856	1990 BYRNS RD	LOT D, PLAN KAP40808, SEC , TWP , 41	1.00	139.26
217	10531.000	1909 BYRNS RD	LOT 15, PLAN KAP415, SEC , TWP , 41	5.17	719.97
217	10543.001	2589 BENOULIN RD	LOT 1, PLAN KAP3357, SEC , TWP , 41	5.67	789.60
217	10549.000	2029 BYRNS RD	LOT 2, PLAN KAP8615, SEC , TWP , 41	7.03	979.00
217	10569.113	1909 BYRNS RD	LOT B, PLAN KAP67173, SEC , TWP , 41	22.89	3187.66
217	11501.711	4345 HOBSON RD	LOT 25, PLAN KAP27559, SEC , TWP , 41	1.00	139.26
217	11502.309	4340 HOBSON RD	LOT A, PLAN KAP69885, SEC , TWP , 41	1.00	139.26
217	12185.840	2450 SAUCIER RD	LOT 166, PLAN KAP1247, SEC 33, TWP 29, 41	3.68	512.48
217	12185.870	2225 SAUCIER RD	LOT 180, PLAN KAP1247, SEC 33, TWP 29, 41	1.00	139.26
217	12191.000	4400 JAUD RD	LOT 3, PLAN KAP1734, SEC 33, TWP 29, 41	13.92	1938.50
217	12199.072	4499 WALLACE HILL RD	LOT A, PLAN KAP35213, SEC , TWP , 41	2.01	279.91
217	12199.082	4380 WALLACE HILL RD	LOT 2, PLAN KAP39632, SEC , TWP , 41	4.70	654.52
217	12199.103	2740 HARVARD RD	LOT 14, PLAN KAP62784, SEC , TWP , 41	3.11	433.10
217	12199.105	4300 WALLACE HILL RD	LOT B, PLAN KAP62482, SEC , TWP , 41	15.82	2203.09
				2,205.38	\$307,121.22



# Report to Council



**Date:** April 15, 2019  
**File:** 1200-02  
**To:** City Manager  
**From:** Ross Soward, Planner Specialist  
**Subject:** Revitalization Tax Exemption Agreements - Amendments

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## **Recommendation:**

THAT Council authorize staff to amend the Revitalization Tax Exemption Agreement with Suntec Holdings Corporation for Lot A Plan KAP84050 Section 23 Township 26 Land District 41 at 225 Rutland Road South, Kelowna, BC, in the form attached to the report from the Planner Specialist, dated April 15, 2019;

THAT Council authorize staff to amend the Revitalization Tax Exemption Agreement with National Society of Hope S-25475 for Lots 80 to 128 District Lot 128, O.D.Y.D Strata Plan EPS4011 at 2075 Benvoulin Court, Kelowna, BC, in the form attached to the report from the Planner Specialist, dated April 15, 2019;

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

## **Purpose:**

To amend two approved Revitalization Tax Exemption Agreements for rental housing in accordance with Revitalization Tax Exemption Program Bylaw No. 9561.

## **Background:**

In November 2017 Council approved 10-year Revitalization Tax Exemption (RTE) Agreements for several projects in accordance with the Revitalization Tax Exemption Program Bylaw No. 9561. The two projects (Benvoulin Court & Rutland Road South) applied for the revitalization tax exemption under the rental housing component of the program. As per the RTE program the projects are eligible to receive a 10-year revitalization tax exemption in exchange for securing the rental units through a housing agreement with the City that is registered on title.

As part of the revitalization tax exemption agreements that Council approved in November 2017 both projects estimated their occupancy date to be late summer / fall 2018, meaning their 10-year exemption was expected to begin in January 2019. However, due to complications both projects were delayed and their occupancy dates were pushed back several months resulting in both the projects missing the BC Assessment Authority deadline for 2019 exemptions. As a result, staff is recommending the term of exemption for both agreements be amended from 2019-2028 to 2020-2029 to allow for both projects to continue to receive the 10-year exemption. To amend the revitalization tax exemption agreement several other minor amendments are needed to reflect the updated occupancy date and revised term of exemption. Both of the projects will still have all the same conditions securing the rental housing as per the rental housing agreement that is in place.

Through this process staff has identified several minor updates to the Agreement Template within the Revitalization Tax Exemption Bylaw that would allow for greater flexibility on the term of exemption and would eliminate the need for these minor amendments. Staff is currently reviewing Bylaw 9561 and updates will be brought forward for Council consideration later this spring.

**Internal Circulation:**

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

**Legal/Statutory Authority:**

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

**Legal/Statutory Procedural Requirements:**

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

**Financial Considerations:**

Within Kelowna there continues to be strong demand for rental housing, but the Revitalization Tax Exemption program does come at a financial cost. Staff estimate the total amount of tax revenue associated with the 10-year exemption for the two projects to total approximately \$345,000.

**Existing Policy:**

Official Community Plan Bylaw No. 10500

Revitalization Tax Exemption Program Bylaw No. 9561 Policy 5.1.3

**Submitted by:** R. Soward, Planner Specialist

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

Attachments:

1. Draft Amended Revitalization Tax Exemption Agreement 225 Rutland Road South
2. Draft Amended Revitalization Tax Exemption Agreement 2075 Benvoulin Court

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

**SCHEDULE "B"**  
**Amended Revitalization Tax Exemption Agreement RTE 17-0007**

THIS AGREEMENT dated for reference the 8<sup>th</sup> day of April, 2019 is

**BETWEEN:**

Suntec Holdings Corporation  
2008-5511 Hollybridge Way  
Richmond, B.C  
V7C 4N3  
(the "Owner")

**AND:**

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

**GIVEN THAT:**

- A. The Owner is the registered owner in fee simple of lands in the City of Kelowna at 225 Rutland Road S. legally described as Lot A Plan KAP84050 Section 23 Township 26 Land District 41 (the "Parcel");
- B. Council has established a revitalization tax exemption program and has included within the City of Kelowna Revitalization Tax Exemption Program Bylaw No. 9561, as amended, the designation of areas which include the Parcel as a revitalization area; and
- C. The City and the Owner entered into a revitalization tax exemption agreement dated November 10, 2017 (the "Existing Agreement") for the construction of new improvements *[or alter existing improvements]* on the Parcel as described in Appendix "A" attached to and forming part of this agreement (the "Project") and the parties have agreed to amend the Existing Agreement to reflect the provisions of City of Kelowna Revitalization Tax Exemption Program Bylaw No. 9561, as amended. For clarity, the continuing provisions of the Existing Agreement have been included in this agreement so that this agreement is the complete agreement between the parties;

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

1. **The Project** – the Owner will use its best efforts to ensure that the Project is constructed, maintained, operated and used in a fashion that will be consistent with and will foster the objectives of the revitalization tax exemption program, as outlined in the City of Kelowna Revitalization Tax Exemption Program Bylaw No. 9561. Without limiting the generality of the foregoing, the Owner covenants to use its best efforts to ensure that the project will :
  - a. Construct Student Housing Rental Project
  - b. 33,998 sq. ft. of overall building space
  - c. 20 – 4 bedroom apartments, 1-2 bedroom and 1-1 bedroom units

2. **Operation and Maintenance of the Project** – throughout the term of this agreement, the Owner shall operate, repair and maintain the Project and will keep the Project in a state of good repair as a prudent Owner would do.
3. **Revitalization Amount** – In this agreement, “**Revitalization Amount**” means the municipal portion of property tax calculated in relation to the increase in the assessed value of improvements on the Parcel resulting from the construction of the Project as described in section 1;
4. **Revitalization Tax Exemption** – subject to fulfilment of the conditions set out in this agreement and in “City of Kelowna Revitalization Tax Exemption Program Bylaw No. 9561”, the City shall issue a revitalization tax exemption certificate (the “**Tax Exemption Certificate**”) to the British Columbia Assessment Authority entitling the Owner to a property tax exemption in respect of the property taxes due (not including local service taxes) in relation to the Revitalization Amount on the Parcel (the “**Tax Exemption**”) for the calendar year(s) set out in this agreement.
5. **Conditions** – the following conditions shall be fulfilled before the City will issue a Tax Exemption Certificate to the Owner in respect of the Project:
  - a. The Owner must obtain a building permit from the City for the Project BP 54971;
  - b. The Owner must complete construction of the Project in a good and workmanlike fashion and in strict compliance with the building permit and the plans and specifications attached hereto as Appendix “A” and the Project must be officially opened for use as *a purpose-built rental housing development* (the “**Exempt Use**”) and for no other use, by no later than October 1<sup>st</sup>, 2019;
  - c. The Owner must submit a copy of the Occupancy Permit and this Agreement to the City of Kelowna’s Revenue Branch before the City will issue the Tax Exemption Certificate.
  - d. The completed Project must substantially satisfy the performance criteria set out in Appendix “B” hereto, as determined by the City’s Urban Planning Manager or designate, in their sole discretion, acting reasonably.
6. **Calculation of Calculation of Revitalization Tax Exemption** – the amount of the Tax Exemption shall be equal to
  - a) For Purpose-Built Rental Housing Projects throughout the City, 100% of the Revitalization Amount on the Parcel where the project is subject to a Housing Agreement (for up to 10 years) and is in compliance with the OCP Future Land Use designation as at May 30, 2011. A tax incentive for rental housing will only be considered when the vacancy rate is at or below 3%.
7. **Term of Tax Exemption** – provided the requirements of this agreement, and of the City of Kelowna Revitalization Tax Exemption Program Bylaw No. 9561, are met the Tax Exemption shall be for the taxation years 2020 to 2029, inclusive.
8. **[deleted]**
9. **Compliance with Laws** – the Owner shall construct the Project and, at all times during the term of the Tax Exemption or any renewal term, use and occupy the Parcel and the Project in compliance with all statutes, laws, regulations and orders of any authority having jurisdiction and, without limiting the generality of the foregoing, all federal, provincial, or municipal laws or statutes or bylaws, including all the rules regulations policies guidelines criteria or the like made under or pursuant to any such laws.

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

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

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

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

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

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

Attention: Revenue Branch  
Phone: 250-469-8542

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

Suntec Holdings Coporation  
2008-5511 Hollybridge Way  
Richmond, B.C  
V7C 4N3

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

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

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

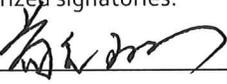
IN WITNESS WHEREOF the parties hereto have executed this agreement as of the day and year first above written.

Executed by the CITY OF KELOWNA by  
Its authorized signatories:

\_\_\_\_\_  
Mayor

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

Executed by Suntec Holdings Corporation by its  
Authorized signatories:

  
\_\_\_\_\_  
Name:

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

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

**SCHEDULE "B"**  
**Revitalization Tax Exemption Agreement**

THIS AGREEMENT dated for reference the 10th day of November, 2017 is

**BETWEEN:**

Censorio Group (Kelowna) G.P. Inc on behalf of Censorio Pacific (Kelowna) L.P.  
Peter Censorio   
2<sup>nd</sup> Flr- 4723 Hastings Street  
Burnaby BC,  
(the "Owner")

Beneficiary of Lands

Suntec Holdings Corporation  
2008-5511 Hollybridge Way  
Richmond BC

Anna Gov.  


**AND:**

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

**GIVEN THAT:**

- A. The Owner is the registered owner in fee simple of lands in the City of Kelowna at 225 Rutland Rd S. legally described as Lot A Plan KAP84050 Section 23 Township 26 Land District 41.
- B. Council has established a revitalization tax exemption program and has included within the City of Kelowna Revitalization Tax Exemption Program Bylaw No. 9561 the designation of areas which include the Parcel as a revitalization area; and
- C. The Owner proposes to construct new improvements [or alter existing improvements] on the Parcel as described in Appendix "A" attached to and forming part of this agreement (the "Project") and has applied to the City to take part in the revitalization tax exemption program in respect of the Project and the City has agreed to accept the Project under the program;

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

- 1. **The Project** - the Owner will use its best efforts to ensure that the Project is constructed, maintained, operated and used in a fashion that will be consistent with and will foster the objectives of the revitalization tax exemption program, as outlined in the City of Kelowna

Revitalization Tax Exemption Program Bylaw No. 9561. Without limiting the generality of the foregoing, the Owner covenants to use its best efforts to ensure that the Project will:

- a. Construct Student Housing Rental Project
  - b. 33,998 sq.ft of overall building space
  - c. 20- 4-bedroom apartments, 1-2 bedroom and 1- 1 bedroom units.
2. **Operation and Maintenance of the Project** - throughout the term of this agreement, the Owner shall operate, repair and maintain the Project and will keep the Project in a state of good repair as a prudent owner would do.
  3. **Revitalization Amount** - Refers to the municipal portion of property tax calculated in relation to the increase in the assessed value of improvements on the property resulting from the construction or alterations as outlined in section 1 of this agreement;
  4. **Revitalization Tax Exemption** - subject to fulfilment of the conditions set out in this agreement and in "City of Kelowna Revitalization Tax Exemption Program Bylaw No. 9561", the City shall issue a revitalization tax exemption certificate (the "Tax Exemption Certificate") to the British Columbia Assessment Authority entitling the Owner to a property tax exemption in respect of the property taxes due (not including local service taxes) in relation to the Revitalization Amount on the Parcel (the "Tax Exemption") for the calendar year(s) set out in this agreement.
  5. **Conditions** - the following conditions shall be fulfilled before the City will issue a Tax Exemption Certificate to the Owner in respect of the Project:
    - a. The Owner must obtain a building permit from the City for the Project on or before May 15th, 2017;
    - b. The Owner must complete or cause to be completed construction of the Project in a good and workmanlike fashion and in strict compliance with the building permit and the plans and specifications attached hereto as Appendix "A" and the Project must be officially opened for use as *Rental Housing* (the "Exempt Use") and for no other use, by no later than August 15, 2018;
    - c. The Owner must submit a copy of the Occupancy Permit and Revitalization Tax Exemption Agreement to the City of Kelowna's Revenue Branch before the City will issue the Tax Exemption Certificate.
    - d. The completed Project must substantially satisfy the performance criteria set out in Appendix "B" hereto, as determined by the City's Urban Planning Manager or designate, in their sole discretion, acting reasonably.
  6. **Calculation of Calculation of Revitalization Tax Exemption** - the amount of the Tax Exemption shall be equal to:
    - a) For Purpose-Built Rental Housing Projects throughout the City, 100% of the Revitalization Amount on the Parcel where the project is subject to a Housing Agreement (for up to 10 years) and is in compliance with the OCP Future Land Use designation as at May 30, 2011. A tax incentive for rental housing will only be considered when the vacancy rate is at or

below 3%;

7. **Term of Tax Exemption** - provided the requirements of this agreement, and of the City of Kelowna Revitalization Tax Exemption Program Bylaw No. 9561, are met the Tax Exemption shall be for the taxation years 2019 to 2028, inclusive.
8. **{deleted}**
9. **Compliance with Laws** - the Owner shall construct the Project and, at all times during the term of the Tax Exemption or any renewal term, use and occupy the Parcel and the Project in compliance with all statutes, laws, regulations and orders of any authority having jurisdiction and, without limiting the generality of the foregoing, all federal, provincial, or municipal laws or statutes or bylaws, including all the rules regulations policies guidelines criteria or the like made under or pursuant to any such laws.
10. **Effect of Stratification** - if the Owner stratifies the Parcel or the Project under the *Strata Property Act*, then the Tax Exemption shall be prorated among the strata lots in accordance with the unit entitlement of each strata lot for:
  - a. the current and each subsequent tax year during the currency of this agreement if the strata plan is accepted for registration at the Land Title Office before May 1; or
  - b. for the next calendar year and each subsequent tax year during the currency of this agreement if the strata plan is accepted for registration at the Land Title Office after May 1;

so long as, where a Housing Agreement exists in relation to the Parcel or the Project which limits ability to stratify, the Housing Agreement is still complied with.

11. **Cancellation** - the City may in its sole discretion cancel the Tax Exemption Certificate at any time:
  - a. on the written request of the Owner; or
  - b. effective immediately upon delivery of a notice of cancellation to the Owner if at any time any of the conditions in the Tax Exemption Certificate are not met.

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

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

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

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

Attention:  
Fax:

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

*Peter Censorio*  
2<sup>nd</sup> Flr-4723 Hastings Street  
Burnaby BC, V5C2K8

*Anna Gow.*  
*[Signature]*

Attention: 604-662-8009 ext 105  
Fax:604-662-8009

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

14. **No Assignment** - the Owner shall not assign its interest in this agreement except to a subsequent owner in fee simple of the Parcel.
15. **Severance** - if any portion of this agreement is held invalid by a court of competent jurisdiction, the invalid portion shall be severed and the decision that it is invalid shall not affect the validity of the remainder of this agreement.
16. **Interpretation** - wherever the singular or masculine is used in this agreement, the same shall be construed as meaning the plural, the feminine or body corporate where the context or the parties thereto so require.
17. **Further Assurances** - the parties hereto shall execute and do all such further deeds, acts, things and assurances that may be reasonably required to carry out the intent of this agreement.
18. **Waiver** - waiver by the City of a default by the Owner shall be in writing and shall not be deemed to be a waiver of any subsequent or other default.
19. **Powers Preserved** - this agreement does not:
  - a. Affect or limit the discretion, rights or powers of the City under any enactment or at common law, including in relation to the use or subdivision of the Parcel;
  - b. Affect or limit any enactment relating to the use or subdivision of the Parcel; or
  - c. Relieve the Owner from complying with any enactment, including in relation to the use or subdivision of the Parcel and without limitation shall not confer directly or indirectly any exemption or right of set-off from development cost charges, connection charges, application fees, user fees or other rates, levies or charges payable under any bylaw of the City.

20. **Reference** - every reference to each party is deemed to include the heirs, executors, administrators, personal representatives, successors, assigns, servants, employees, agents, contractors, officers, licensees and invitees of such party, wherever the context so requires or allows.
21. **Enurement** - this agreement shall ensure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.
22. Any construction of a new improvement or alteration of an existing improvement as of this bylaw undertaken prior to the application for a Revitalization Tax Exemption will not be eligible for consideration
23. The maximum Revitalization Tax Exemption authorized under this Bylaw must not exceed the Revitalization Amount on the Property between:
  - a. the calendar year before the construction or alteration began, as outlined under Section 1 of this agreement; and
  - a. the calendar year in which the construction or alteration, as outlined under Section 1 of this agreement, is completed.
24. The Property's assessed value of improvements must not be reduced below the amount assessed in the calendar year prior to construction or alteration, as a result of the Revitalization Tax Exemption.

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

Executed by the CITY OF KELOWNA by  
Its authorized signatories:

  
\_\_\_\_\_  
Mayor **Colin Basran, MAYOR**

  
\_\_\_\_\_  
City Clerk **Stephen Fleming,**  
City Clerk

Executed by Sintec by its  
Authorized signatories:

\_\_\_\_\_  
Name:

  
\_\_\_\_\_  
Name: Anna Gou.  
Appendix "A": Plans and Specifications  
Appendix "B": Performance Criteria



Appendix "B"

PURPOSE-BUILT RENTAL HOUSING AGREEMENT

THIS AGREEMENT dated for reference 2017-12-05, affects:

LEGAL DESCRIPTION OF PROPERTY SUBJECT TO THE AGREEMENT:

Lot A Plan KAP84050, Section 23, Township 26 ODYD, Land District 41

("Land")

And is

**BETWEEN:** Suntec Holdings Corporation, INC. NO. BC0995201  
#2008 – 5511 Hollybridge Way, Richmond, BC V7C 0A3

("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 22 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

MIN WANG

Print Name

#2008-5511 Hollybridge Way

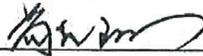
Address

Admin

Occupation

"OWNER"

by its authorized signatories:



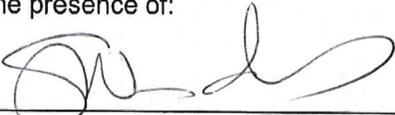
SunTee Holdings Corp.

Print Name:

Anna Gou

Print Name:

SIGNED, SEALED & DELIVERED in the presence of: )



Signature of Witness

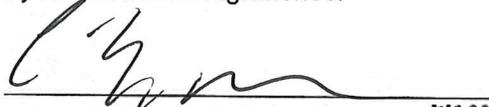
Print Name

Address

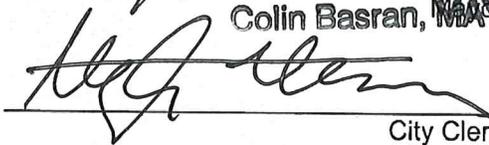
Occupation

CITY OF KELOWNA

by its authorized signatories:



Colin Basran, **MAYOR**



City Clerk

**Stephen Fleming,**  
City Clerk

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

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

**SCHEDULE "B"**  
**Amended Revitalization Tax Exemption Agreement RTE 17-0008**

THIS AGREEMENT dated for reference the 8<sup>th</sup> day of April, 2019 is

**BETWEEN:**

National Society of Hope S-25475  
#101-2055 Benvoulin Court  
Kelowna, B.C.  
V1W 2C7  
(the "Owner")

**AND:**

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

**GIVEN THAT:**

- A. The Owner is the registered owner in fee simple of lands in the City of Kelowna at 2075 Benvoulin Court, Kelowna BC, legally described as Lots 80 to 128, District Lot 128, O.D.Y.D Strata Plan EPS4011 (the "Parcel");
- B. Council has established a revitalization tax exemption program and has included within the City of Kelowna Revitalization Tax Exemption Program Bylaw No. 9561, as amended, the designation of areas which include the Parcel as a revitalization area; and
- C. The City and the Owner entered into a revitalization tax exemption agreement dated November 27, 2017 (the "Existing Agreement") for the construction of new improvements [*or alter existing improvements*] on the Parcel as described in Appendix "A" attached to and forming part of this agreement (the "Project") and the parties have agreed to amend the Existing Agreement to reflect the provisions of City of Kelowna Revitalization Tax Exemption Program Bylaw No. 9561, as amended. For clarity, the continuing provisions of the Existing Agreement have been included in this agreement so that this agreement is the complete agreement between the parties;

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

1. **The Project** – the Owner will use its best efforts to ensure that the Project is constructed, maintained, operated and used in a fashion that will be consistent with and will foster the objectives of the revitalization tax exemption program, as outlined in the City of Kelowna Revitalization Tax Exemption Program Bylaw No. 9561. Without limiting the generality of the foregoing, the Owner covenants to use its best efforts to ensure that the project will :
  - a. build 47 units of seniors housing, including 47 underground parking stalls and additional visitor surface parking stalls.
  - b. Residents will enjoy access to common area amenity space on the Apple Valley site.

2. **Operation and Maintenance of the Project** – throughout the term of this agreement, the Owner shall operate, repair and maintain the Project and will keep the Project in a state of good repair as a prudent Owner would do.
3. **Revitalization Amount** – In this agreement, “**Revitalization Amount**” means the municipal portion of property tax calculated in relation to the increase in the assessed value of improvements on the Parcel resulting from the construction of the Project as described in section 1;
4. **Revitalization Tax Exemption** – subject to fulfilment of the conditions set out in this agreement and in “City of Kelowna Revitalization Tax Exemption Program Bylaw No. 9561”, the City shall issue a revitalization tax exemption certificate (the “Tax Exemption Certificate”) to the British Columbia Assessment Authority entitling the Owner to a property tax exemption in respect of the property taxes due (not including local service taxes) in relation to the Revitalization Amount on the Parcel (the “Tax Exemption”) for the calendar year(s) set out in this agreement.
5. **Conditions** – the following conditions shall be fulfilled before the City will issue a Tax Exemption Certificate to the Owner in respect of the Project:
  - a. The Owner must obtain a building permit from the City for the Project BP 54818;
  - b. The Owner must complete construction of the Project in a good and workmanlike fashion and in strict compliance with the building permit and the plans and specifications attached hereto as Appendix “A” and the Project must be officially opened for use as a *purpose-built rental housing development* (the “Exempt Use”) and for no other use, by no later than January 1, 2019;
  - c. The Owner must submit a copy of the Occupancy Permit and this Agreement to the City of Kelowna’s Revenue Branch before the City will issue the Tax Exemption Certificate.
  - d. The completed Project must substantially satisfy the performance criteria set out in Appendix “B” hereto, as determined by the City’s Urban Planning Manager or designate, in their sole discretion, acting reasonably.
6. **Calculation of Calculation of Revitalization Tax Exemption** – the amount of the Tax Exemption shall be equal to
  - a) For Purpose-Built Rental Housing Projects throughout the City, 100% of the Revitalization Amount on the Parcel where the project is subject to a Housing Agreement (for up to 10 years) and is in compliance with the OCP Future Land Use designation as at May 30, 2011. A tax incentive for rental housing will only be considered when the vacancy rate is at or below 3%.
7. **Term of Tax Exemption** – provided the requirements of this agreement, and of the City of Kelowna Revitalization Tax Exemption Program Bylaw No. 9561, are met the Tax Exemption shall be for the taxation years 2020 to 2029, inclusive.
8. **[deleted]**
9. **Compliance with Laws** – the Owner shall construct the Project and, at all times during the term of the Tax Exemption or any renewal term, use and occupy the Parcel and the Project in compliance with all statutes, laws, regulations and orders of any authority having jurisdiction and, without limiting the generality of the foregoing, all federal, provincial, or municipal laws or statutes or bylaws, including all the rules regulations policies guidelines criteria or the like made under or pursuant to any such laws.

10. **Effect of Stratification** – if the Owner stratifies the Parcel under the Strata Property Act, then the Tax Exemption shall be prorated among the strata lots in accordance with the unit entitlement of each strata lot for:

- a. the current and each subsequent tax year during the currency of this agreement if the strata plan is accepted for registration at the Land Title Office before May 1; or
- b. for the next calendar year and each subsequent tax year during the currency of this agreement if the strata plan is accepted for registration at the Land Title Office after May 1;

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

11. **Cancellation** – the City may in its sole discretion cancel the Tax Exemption Certificate at any time:

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

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

12. **No Refund** – for greater certainty, under no circumstances will the Owner be entitled under the City's revitalization tax exemption program to any cash credit, any carry forward tax exemption credit or any refund for any property taxes paid.

13. **Notices** – any notice or other writing required or permitted to be given hereunder or for the purposes hereof to any party shall be sufficiently given if delivered by hand or posted on the Parcel, or if sent by prepaid registered mail (Express Post) or if transmitted by facsimile to such party:

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

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

Attention: Revenue Branch  
Phone: 250-469-8542

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

National Society of Hope.  
#101 – 2055 Benvoulin Court  
Kelowna, B.C V1W 2C7  
Attention: Ken Zeitner 250.868.4909

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

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

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

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

Executed by the CITY OF KELOWNA by  
Its authorized signatories:

\_\_\_\_\_  
Mayor

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

Executed by National Society of Hope S-25475 by its  
Authorized signatories:

  
Name:

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

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

**SCHEDULE "B"**  
**Revitalization Tax Exemption Agreement**

THIS AGREEMENT dated for reference the 27 day of November, 2017 is

**BETWEEN:**

National Society of Hope S-25475  
#101 - 2055 Benvoulin Road  
Kelowna, B.C. V1W 2C7  
(the "Owner")

(the "Owner")

**AND:**

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

(the "City")

**GIVEN THAT:**

- A. The Owner is the registered owner in fee simple of lands in the City of Kelowna at 2075 Benvoulin Court, Kelowna, B.C. legally described as [Lots 80 to 128, District Lot 128, O.D.Y.D. Strata Plan EPS4011 ] (the "Parcel");
- B. Council has established a revitalization tax exemption program and has included within the City of Kelowna Revitalization Tax Exemption Program Bylaw No. 9561 the designation of areas which include the Parcel as a revitalization area; and
- C. The Owner proposes to construct new improvements [or alter existing improvements] on the Parcel as described in Appendix "A" attached to and forming part of this agreement (the "Project") and has applied to the City to take part in the revitalization tax exemption program in respect of the Project and the City has agreed to accept the Project under the program;

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

- 1. **The Project** – the Owner will use its best efforts to ensure that the Project is constructed, maintained, operated and used in a fashion that will be consistent with and will foster the objectives of the revitalization tax exemption program, as outlined in the City of Kelowna Revitalization Tax Exemption Program Bylaw No. 9561. Without limiting the generality of the foregoing, the Owner covenants to use its best efforts to ensure that the Project will:
  - a. build 47 units of seniors housing , including 47 underground parking stalls and additional visitor surface parking stalls.

- b. Residents will enjoy access to common area amenity space on the Apple Valley site.
- c. The building is a 5 story wood frame construction.
- 2. **Operation and Maintenance of the Project** – throughout the term of this agreement, the Owner shall operate, repair and maintain the Project and will keep the Project in a state of good repair as a prudent owner would do.
- 3. **Revitalization Amount** – In this agreement, “**Revitalization Amount**” means the municipal portion of property tax calculated in relation to the increase in the assessed value of improvements on the Parcel resulting from the construction of the Project as described in section 1;
- 4. **Revitalization Tax Exemption** – subject to fulfilment of the conditions set out in this agreement and in “City of Kelowna Revitalization Tax Exemption Program Bylaw No. 9561”, the City shall issue a revitalization tax exemption certificate (the “Tax Exemption Certificate”) to the British Columbia Assessment Authority entitling the Owner to a property tax exemption in respect of the property taxes due (not including local service taxes) in relation to the Revitalization Amount on the Parcel (the “Tax Exemption”) for the calendar year(s) set out in this agreement.
- 5. **Conditions** – the following conditions shall be fulfilled before the City will issue a Tax Exemption Certificate to the Owner in respect of the Project:
  - a. The Owner must obtain a building permit from the City for the Project BP 54818.;
  - b. The Owner must complete or cause to be completed construction of the Project in a good and workmanlike fashion and in strict compliance with the building permit and the plans and specifications attached hereto as Appendix “A” and the Project must be officially opened for use as *Purpose Built Rental Housing* (the “Exempt Use”) and for no other use, by no later than July 15, 2018;
  - c. The Owner must submit a copy of the Occupancy Permit and Revitalization Tax Exemption Agreement to the City of Kelowna’s Revenue Branch before the City will issue the Tax Exemption Certificate.
  - d. The completed Project must substantially satisfy the performance criteria set out in Appendix “B” hereto, as determined by the City’s Urban Planning Manager or designate, in their sole discretion, acting reasonably.
- 6. **Calculation of Calculation of Revitalization Tax Exemption** – the amount of the Tax Exemption shall be equal to
  - a) For Purpose-Built Rental Housing Projects throughout the City, 100% of the Revitalization Amount on the Parcel where the project is subject to a Housing Agreement (for up to 10 years) and is in compliance with the OCP Future Land Use designation as at May 30, 2011. A tax incentive for rental housing will only be considered when the vacancy rate is at or below 3%;
- 7. **Term of Tax Exemption** – provided the requirements of this agreement, and of the City of Kelowna Revitalization Tax Exemption Program Bylaw No. 9561, are met the Tax Exemption shall be for the taxation years 2019 to 2028 inclusive.
- 8. **[deleted]**

9. **Compliance with Laws** – the Owner shall construct the Project and, at all times during the term of the Tax Exemption or any renewal term, use and occupy the Parcel and the Project in compliance with all statutes, laws, regulations and orders of any authority having jurisdiction and, without limiting the generality of the foregoing, all federal, provincial, or municipal laws or statutes or bylaws, including all the rules regulations policies guidelines criteria or the like made under or pursuant to any such laws.
10. **Effect of Stratification** – if the Owner stratifies the Parcel under the Strata Property Act, then the Tax Exemption shall be prorated among the strata lots in accordance with the unit entitlement of each strata lot for:
- a. the current and each subsequent tax year during the currency of this agreement if the strata plan is accepted for registration at the Land Title Office before May 1; or
  - b. for the next calendar year and each subsequent tax year during the currency of this agreement if the strata plan is accepted for registration at the Land Title Office after May 1;

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

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

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

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

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

Attention: Ross Soward  
Fax: 250-469-8937

in the case of a notice to the Owner, at:

National Society of Hope S-25475  
#101 - 2055 Benvoulin Road  
Kelowna, B.C. V1W 2C7  
Attention: Ken Zeitner      Fax 250-868-2399      Tel:250-868-4909

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

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

- a. the calendar year before the construction or alteration began, as outlined under Section 1 of this agreement; and
  - a. the calendar year in which the construction or alteration, as outlined under Section 1 of this agreement, is completed.
24. The Property's assessed value of improvements must not be reduced below the amount assessed in the calendar year prior to construction or alteration, as a result of the Revitalization Tax Exemption.

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

Executed by the CITY OF KELOWNA by  
Its authorized signatories:

  
\_\_\_\_\_  
Mayor **Colin Basran, MAYOR**

  
\_\_\_\_\_  
City Clerk **Stephen Fleming,  
City Clerk**

Executed by \_\_\_\_\_ by its  
Authorized signatories:

  
\_\_\_\_\_  
Name: Jeff Simla, President

  
\_\_\_\_\_  
Name: Ken Zeitner, Chief Financial Officer  
Appendix "A": Plans and Specifications  
Appendix "B": Performance Criteria





**INVESTMENT IN AFFORDABLE HOUSING – SOCIAL INFRASTRUCTURE FUND  
OPERATING AGREEMENT**

THIS AGREEMENT is dated for reference: March 08, 2017

BCH File # 94271-02 / 7754

BETWEEN

**NATIONAL SOCIETY OF HOPE**

101-2055 Benvoulin Court, Kelowna, British Columbia V1W 2C7

(the "Provider")

AND

**BRITISH COLUMBIA HOUSING MANAGEMENT COMMISSION**  
Suite #1701 - 4555 Kingsway, Burnaby, British Columbia V5H 4V8

("BC Housing")

with respect to the Development at

2075 Benvoulin Court, Kelowna, British Columbia V1W 0A5 ✓

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**AGREEMENT SUMMARY**

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**PART 1 – SUMMARY**

1. The Investment in Affordable Housing ("IAH"), is a housing program jointly funded through a partnership between the Government of Canada including Canada Mortgage and Housing Corporation and the Government of British Columbia acting through its agent, British Columbia Housing Management Commission (BC Housing).
2. The goal of IAH is to increase the supply and range of affordable and appropriate rental housing for Low and Moderate Income households across British Columbia.
3. The Social Infrastructure Fund ("SIF") is funding provided by the Government of Canada including Canada Mortgage and Housing Corporation under IAH to provide British Columbia with access to special funding for new programs.
4. The Provider has constructed the Development with the assistance of funding under IAH-SIF. The Provider has also received additional financing for the Development in the form of a repayable mortgage loan, arranged by BC Housing. Although the Development has been constructed pursuant to mixed funding sources, the Provider will operate the Development under a single operating model, as outlined in this IAH-SIF Operating Agreement.
5. The Development is owned and operated by the Provider under IAH-SIF and consists of forty-seven (47) Residential Units for households who, at the commencement of residency, have Low and Moderate Incomes.

**PART 2 – SERVICE DESCRIPTION**

1. BC Housing and the Provider have agreed that the Provider will own and operate the Development and collect Rent from the Residents, on the terms and conditions of this Agreement.
2. The common goal of the parties in making this Agreement is to provide housing for households who, at the date of commencement of the residency, have Low and Moderate Incomes.
3. The Provider is a fully independent self-governing entity registered under the *Societies Act* (British Columbia). Operation of the Provider is subject to its Constating Documents and the *Societies Act* (British Columbia). The members of the Provider and its governing board are responsible for all affairs of the Provider related to both Provider operations in general and the ongoing management of the Development.
4. In entering this Agreement with the Provider, BC Housing recognizes that the Provider was established for the advancement of specific social purposes prior to its decision to participate in this particular Agreement.
5. BC Housing recognizes that the Provider brings both tangible and intangible assets to the Development. The Provider's board members serve on a voluntary basis, i.e., without recompense for their time and expertise. The Provider and the board bring resources, knowledge and expertise on such things as property management, Resident management and Resident support, and services which specifically relate to the Development and its location.
6. The Provider and board are expected to create an environment that is supportive of the needs of the Residents and provide a sense of community within the Development and to that purpose may provide Resident services and activities not funded by this Agreement.

**PART 3 – AGREEMENT**

1. TERM
  - a. The parties agree as follows for the Term of the Agreement which is for forty (40) years from the Commencement Date, unless earlier terminated in accordance with the provisions of this Agreement.
2. SCHEDULES
  - a. All of the Schedules attached to this Agreement are an integral part of this Agreement.

**BC Housing IAH-SIF Operating Agreement – Agreement Summary**

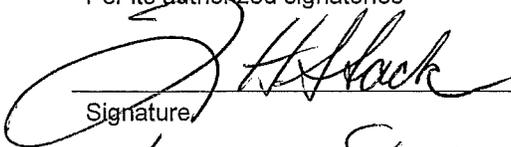
This Agreement contains the entire agreement between the parties and supersedes all previous expectations, understandings, communications, representations and agreements, whether verbal or written, between the parties with respect to the subject matter hereof.

No amendment or modification to this Agreement will be effective unless it is in writing and duly executed by the parties except where this Agreement allows for otherwise.

IN WITNESS of which the duly authorized signatories of each of the Provider and BC Housing have executed this Agreement effective as of the Commencement Date of this Agreement:

**NATIONAL SOCIETY OF HOPE**

Per its authorized signatories

  
Signature \_\_\_\_\_ Date Signed March 17, 2017  
Luke Stuck, Executive Director.  
Print Name and Title \_\_\_\_\_

  
Signature \_\_\_\_\_ Date Signed March 17, 2017  
Ken Zeitner, Chief Financial Officer  
Print Name and Title \_\_\_\_\_

**BRITISH COLUMBIA HOUSING MANAGEMENT COMMISSION**

Per its authorized signatories

  
Signature \_\_\_\_\_ Date Signed Apr 5/17  
Ann Howard, Regional Director.  
Print Name and Title \_\_\_\_\_

  
Signature \_\_\_\_\_ Date Signed APR 11 2017  
**CRAIG CRAWFORD**  
**Vice President, Operations**  
Print Name and Title \_\_\_\_\_

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SCHEDULE A – GENERAL PROVISIONS

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A. DEFINITIONS

1. **"Accumulated Operating Revenue"** means any revenue accumulated in the course of the Provider's operation of the Development in any year.
2. **"Affordable Market Rent"** means the average market rent, as determined by BC Housing from time to time based on the most recent applicable Canada Mortgage and Housing Corporation rental market or housing report.
3. **"Capital Fund"** means an amount the Provider is required to hold in reserve for capital repairs, replacements and improvements pursuant to *Schedule B, Part C, Clause 1*.
4. **"Commencement Date"** means the day on which the Occupancy Permit is issued for the Development.
5. **"Constituting Documents"** means the constitution and bylaws of the Provider, together with any amendments, as registered with the appropriate registry.
6. **"Declaration of Income"** means the declaration to be completed by a Resident as evidence of the Income of that Resident.
7. **"Development"** means the housing development, constructed and operated by the Provider under IAH-SIF, situated at 2075 Benvoulin Court, Kelowna, British Columbia V1W 0A5, and legally described as PID 029-616-336, Lot 1, District Lot 128, Osoyoos Division Yale District, Plan EPP 37196.
8. **"Fiscal Year"** means the Provider's Fiscal Year, ending on December 31 or as otherwise agreed by the parties.
9. **"Improvements"** means those improvements, structures, buildings, fixtures and systems which exist within the Development from time to time including the heating, ventilating, air-conditioning, plumbing, electrical and mechanical systems and equipment.
10. **"Income"** means total income before tax from all sources of a Resident.
11. **"Loan"** means:
  - a. the grant advanced by BC Housing to the Provider under IAH-SIF in order to finance the construction of the Development and secured by a forgivable loan registered against the Development; and
  - b. the repayable mortgage loan, arranged by BC Housing for the Provider, in order to finance the construction of the Development.
12. **"Low and Moderate Income"** represents the maximum income for eligibility to occupy a Residential Unit and means:
  - a. For Residential Units with less than two (2) bedrooms, a gross household Income that does not exceed the median income for families without children, as determined by BC Housing from time to time. For 2017, this figure is \$69,360.00.
  - b. For Residential Units with two (2) or more bedrooms, a gross household Income that does not exceed the median income for families with children, as determined by BC Housing from time to time. For 2017, this figure is \$99,910.00.
13. **"Occupancy Permit"** is a certificate that must be obtained prior to occupancy that is issued if all required inspections have been carried out and the building or structure is deemed substantially complete and fit for occupancy.
14. **"Occupancy Standards"** means the standards for household sizes of a Resident relative to the number of bedrooms in a Residential Unit. Unless otherwise agreed in writing by BC Housing, the following standards apply:
  - a. No more than two (2) and no less than one (1) person per bedroom.
  - b. Spouses and couples share a bedroom.
  - c. Parents do not share a bedroom with their children.
  - d. Dependents aged eighteen (18) or over do not share a bedroom.
  - e. Dependents of the opposite sex age five (5) or over do not share a bedroom.
15. **"Provincial Rental Housing Corporation"** (PRHC) is incorporated under the *Business Corporations Act* (British Columbia). PRHC is the land holding corporation for provincially owned social housing. BC Housing administers PRHC, which buys, holds

## BC Housing IAH-SIF Operating Agreement – Schedule A

and disposes of properties, and leases residential properties to non-profit societies and co-operatives.

16. **"Record"** means accounts, books, documents, maps, drawings, photographs, letters, vouchers, papers and any other thing on which information is recorded or stored by graphic, electronic, mechanical and other means, but does not include a computer program or any other mechanism that produces records.
17. **"Rent "** means the amount a Resident is obliged to contribute monthly to the Provider for a Residential Unit.
18. **"Residency Agreement"** means an agreement, lease, license or other right of a Resident to occupy a Residential Unit.
19. **"Resident"** means the person or persons legally entitled to reside in a Residential Unit pursuant to a Residency Agreement.
20. **"Residential Unit"** means a self-contained residential dwelling within the Development operated under this Agreement.
21. **"Schedule of Capital Repairs"** means the schedule of capital repairs approved by BC Housing pursuant to *Schedule B, Part C, Clause 1*.
22. **"Specific Purpose"** means the operation of the Development to provide affordable housing for persons who, at the date of commencement of the residency, have Low and Moderate Incomes.
23. **"Term"** means the period of this Agreement as outlined in *Agreement Summary, Part 3, Clause 1.a*.

### B. RESPONSIBILITY OF THE PROVIDER

1. **Role of the Provider.** The Provider:
  - a. will fulfill its obligations under this Agreement in a proper, efficient and timely manner as would a prudent provider of similar services, and in accordance with this Agreement; and
  - b. agrees and understands that it is solely responsible for all its obligations under this Agreement, including but not limited to its obligations arising as a result of any relationships between the Provider and the applicants, Residents and other occupants of the Development, and any and all relationships with third parties, volunteers, or other invitees.
2. **Corporate Organization.** The Provider will maintain a well-organized corporate structure and in particular will:
  - a. operate as a non-profit entity;
  - b. remain in good standing with the appropriate registry;
  - c. have a purpose that includes the provision of affordable housing and is consistent with the Specific Purpose;
  - d. not permit any director, officer, or member of the Provider to be remunerated except for reimbursement of any expenses necessarily and reasonably incurred by the director, officer, or member while engaged in the affairs of the Provider. Reasonable wages or salary paid to an employee of the Provider who is not an officer or director of the Provider are exempt from this section;
  - e. provide for the disposition of assets to an organization with a similar charitable purpose in the event of dissolution or wind up of the Provider;
  - f. not alter its Constatng Documents in any way that would make them inconsistent with the terms of this Agreement or that would render the Provider unable to fulfill its obligations under this Agreement;
  - g. provide BC Housing with a copy of the Provider's Constatng Documents and any amendments thereto, as requested by BC Housing from time to time; and
  - h. maintain written policies and procedures regarding the Provider's operations, including safety and security, human resource management and tenant management.
3. **Compliance.** The Provider will remain in compliance with all applicable laws, bylaws, regulations, codes and corporate or contractual obligations and is responsible for obtaining and complying with all necessary approvals, licenses and permits relating to the Provider's obligations under this Agreement.

**BC Housing IAH-SIF Operating Agreement – Schedule A**

4. **Conflict of Interest.** The Provider will:
  - a. conduct its operations in accordance with the Provider's by-laws and in a manner such that no part of the operations, finances and other assets or resources of the Provider under this Agreement, are used directly or indirectly for the provision of any gain or benefit to any officer, director, employee, or member of the Provider or any entity or individual associated with, or related to them, without the prior written approval of BC Housing;
  - b. not, during the Term, enter into a contractual relationship with a third party, conduct business with, perform or receive a service for or provide advice to or receive advice from any entity or individual where such activity may, directly or indirectly, cause an actual or perceived conflict of interest, without the prior written approval of BC Housing; and
  - c. disclose any actual or perceived conflict of interest to the Provider and BC Housing in advance, and all such disclosure and any prior written approval from BC Housing will be recorded in the minutes of the meetings of the directors and/or the relevant committee of the Provider.
5. **Communication.** The Provider will notify BC Housing as soon as possible of any significant changes or incidents that may impact the Provider's obligations under this Agreement.
6. **Agency.** This Agreement will not be construed as creating any partnership or agency between BC Housing and the Provider and neither party will be deemed to be the legal representative of any other party for the purposes of this Agreement. Neither BC Housing nor the Provider will have, and will not represent itself as having, any authority to act for, to undertake any obligation on behalf of the other party, except as expressly provided in this Agreement.
7. **Restrictions on Disposition and Encumbrance.** The Provider will not transfer, encumber or sell or agree to transfer, encumber or sell or otherwise change or agree to change the legal or beneficial interests of the Development or any part of the Development without the prior written approval of BC Housing, in its sole discretion.
8. **Restrictions on Authority.** The Provider will not commit or otherwise bind BC Housing to any agreements in any manner whatsoever, except to the extent specifically provided in this Agreement and in particular, without limiting the generality of the foregoing, the Provider will not take any action, expend any sum, make any decision, give any consent, approval or authorization or incur any obligation with respect to any lease or any other arrangement involving the rental, use or occupancy of all or part of the Development other than a Residency Agreement in accordance with this Agreement, except with the prior written approval of BC Housing, in its sole discretion.
9. **Maintenance.** The Provider will maintain the Development and all Development related equipment in a state of safe and good repair for the benefit of the Residents and the community in which the Development is located by carrying out, or arranging for the carrying out of tasks that include but are not limited to the following:
  - a. all routine maintenance and repair work;
  - b. routine inspections to ensure safety hazards are identified and corrected;
  - c. regular fire inspections, drills, testing, maintenance, training and maintaining records in respect of the same; and
  - d. routine waste management services.
10. **Inspection.** The Provider will permit BC Housing to inspect the Development or other premises used by the Provider pursuant to this Agreement at any time.

**C. RESPONSIBILITY OF BC HOUSING**

1. **Role of BC Housing.** BC Housing's role is to support the Provider in operating the Development to meet their common goal of providing affordable housing to Low and Moderate Income households.
2. **Provide Information.** BC Housing will provide the information required by the Provider to enable the Provider to carry out its responsibilities under this Agreement, and will provide that information in a timely manner.

## BC Housing IAH-SIF Operating Agreement – Schedule A

### D. OPERATIONAL REVIEW

1. From time to time, BC Housing may conduct an onsite operational review to determine compliance with the terms of this Agreement and any other agreements between the Provider and BC Housing.
2. BC Housing will provide the Provider with thirty (30) days' written notice of an operational review.

### E. RECORDS

1. **Information Management.** The Provider will comply with all applicable privacy legislation and will maintain accurate and complete operational Records, policies and practices necessary for its obligations under this Agreement.
2. **Procedures and Processes.** The Provider will:
  - a. notify BC Housing in writing immediately upon becoming aware of any breach of privacy or security involving the unauthorized collection, use, disclosure or destruction of information relating to its obligations under this Agreement;
  - b. if the *Information Management Act* (British Columbia) applies to the destruction of Records, notify BC Housing for consultation prior to the destruction; and
  - c. cooperate with BC Housing when BC Housing has a request under the *Freedom of Information and Protection of Privacy Act* (British Columbia) to which Records in the Provider's custody apply, by locating and disclosing the relevant Records as directed by BC Housing upon notice and without delay.
3. **Record Retention.** The Provider will retain all Records that pertain to its obligations under this Agreement for the retention period required under applicable provincial and federal laws, but for not less than seven (7) years following the date of receipt or production of those Records.
4. **Audits.** BC Housing and its agents have the right to inspect all Records related to, arising from, or maintained by the Provider to deliver the Provider's obligations, including the right of BC Housing and its agents to enter any premises used by the Provider to deliver the Provider's obligations or used to keep or store Records pertaining to the Provider's obligations under this Agreement, at any time after the delivery of notice to the Provider, and have the immediate right to make extracts from and take copies of those Records. The Provider acknowledges that disclosure to BC Housing and its agents, without consent from the individual the Record is about, for audit purposes, is permitted under information and privacy legislation.

### F. LIABILITY

1. **Indemnity.** The Provider will indemnify and save harmless BC Housing, the Provincial Rental Housing Corporation, Her Majesty the Queen in Right of the Province of British Columbia, and each of their ministers, board members, officers, directors, employees, contractors and agents, and their heirs, executors, administrators, personal representatives, successors and assigns, from all claims and costs arising directly or indirectly under this Agreement which they or any of them may be liable for or incur, whether before or after this Agreement ends, arising out of any act or omission of the Provider or its officers, directors, employees, agents, contractors or other persons for whom at law the Provider is responsible, related to the Provider's operation and management under this Agreement, including with respect to any Residency Agreement, except to the extent that such claims or costs are caused solely by the negligence of BC Housing or its employees, agents or contractors.
2. **Release.** The Provider releases BC Housing, the Provincial Rental Housing Corporation, Her Majesty the Queen in Right of the Province of British Columbia, and each of their ministers, board members, officers, directors, employees, contractors and agents, and their heirs, executors, administrators, personal representatives, successors and assigns, from all claims arising out of the advice or direction respecting the ownership, lease, operation or management given to the Provider, as the case may be, by any of them, except to the extent that such advice or direction is determined by a court of competent jurisdiction to have been negligent.

## BC Housing IAH-SIF Operating Agreement – Schedule A

3. **Survival.** The obligations set out in *Schedule A, Part F, Clauses 1 and 2* survive termination of this Agreement.

### G. DISPUTE RESOLUTION

1. If a dispute arises between the parties out of or in connection with this Agreement the parties agree that the following dispute resolution process will be used:
  - a. A meeting will be held promptly between the parties, attended by individuals with decision-making authority regarding the dispute, to attempt in good faith to negotiate a resolution of the dispute.
  - b. If, within fourteen (14) days after such meeting or such further period agreed to by the parties in writing, the parties have not succeeded in negotiating a resolution of the dispute, the parties agree to try to resolve the dispute by participating in a structured negotiation conference with a mediator agreed upon by the parties or, failing agreement, under the Mediation Rules of Procedure of the British Columbia International Commercial Arbitration Centre, in which case the appointing authority is the British Columbia International Commercial Arbitration Centre.
  - c. After dispute resolution attempts have been made under *Schedule A, Part G, Clauses 1.a-b*, any remaining issues in dispute will be determined by arbitration under the *Arbitration Act* (British Columbia), and the decision of the Arbitrator will be final and binding and will not be subject to appeal on a question of fact, law or mixed fact and law.

### H. DEFAULT AND TERMINATION

1. **Event of Default.** Any of the following events will constitute an event of default by the Provider under this Agreement:
  - a. the Provider fails to comply with any provision of this Agreement;
  - b. the Provider fails to remain in good standing with the appropriate registry;
  - c. the Provider is in breach of or fails to comply with any applicable law, regulation, license or permit;
  - d. any representation or warranty made by the Provider under this Agreement is found to be untrue or incorrect; or
  - e. if the Provider knew or ought to have known any information, statement, certificate, report or other document furnished or submitted by, or on behalf of, the Provider pursuant to, or as a result of, this Agreement is untrue or incorrect.
2. **Default.** Upon the occurrence of any event of default set out in *Schedule A, Part H, Clause 1*, BC Housing will provide written notice to the Provider which sets out the breach and the date by which the breach must be rectified. The Provider will be given thirty (30) days to rectify the breach or such longer period as determined solely by BC Housing.
3. **Termination on Continued Default.** If the Provider fails to comply with a written notice given in accordance with this Agreement within the specified period of time, BC Housing, in its sole discretion, may immediately terminate this Agreement or appoint a receiver.
4. **Additional Remedies.** Upon the occurrence of any event of default set out in *Schedule A, Part H, Clause 1*, BC Housing may, in addition to and without prejudice to BC Housing obtaining any other remedy:
  - a. reduce or suspend any payment that would otherwise be payable by BC Housing to the Provider pursuant to this Agreement; and
  - b. exercise its rights and remedies under the Section 219 Covenant.
5. **Appointment of Receiver.** As an alternative to exercising any right of termination provided under this Agreement, BC Housing may elect to appoint, or request a court of competent jurisdiction to appoint, a receiver, with or without bond as BC Housing or the court may determine, and, from time to time, may remove any receiver so appointed and appoint another in its place, or request the court to do so. A receiver so appointed is not an officer or agent of BC Housing, and has all the necessary and exclusive power to deal with the obligations of this Agreement including the power to:

## BC Housing IAH-SIF Operating Agreement – Schedule A

- a. take control, possession and direction of the Development and the Provider's assets in connection with this Agreement, and carry on the business of the Provider in operating, managing and maintaining the assets in accordance with this Agreement;
  - b. demand and recover all the income of the Development by direct action, distress or otherwise, in the name of either the Provider or BC Housing;
  - c. observe or perform, on behalf of the Provider, all the Provider's obligations under this Agreement and any other contracts pertaining to the Development;
  - d. give receipts, on behalf of the Provider, for any money received; and
  - e. carry out such other powers as the court may order.
6. **Application of Revenue.** The Provider acknowledges that the receiver will apply the gross revenue from the Development, which it recovers or receives from time to time, as follows:
- a. firstly, in payment of all costs, charges and expenses of or incidental to the appointment of the receiver and the exercise by it of all or any of its powers, including the reasonable remuneration of the receiver which is to be approved by BC Housing, and all outgoings properly payable by the receiver, together with all legal costs in respect thereof on a solicitor and client basis;
  - b. secondly, in payment of all operating expenses for the Development;
  - c. thirdly, if required by BC Housing, in repayment of any applicable subsidies and accumulated funds; and
  - d. lastly, to pay any balance to BC Housing.
7. **No Liability.** The Provider acknowledges and agrees that:
- a. BC Housing will be under no liability to the Provider for any act or omission of the receiver; and
  - b. the receiver will be under no liability to the Provider for any act or omission of the receiver.
8. **Early Termination.** Notwithstanding anything stated to the contrary in this Agreement, the parties agree that BC Housing, at its sole determination, will have the right at any time, by giving twenty-four (24) hours' written notice to the Provider, to terminate this Agreement in any of the following events:
- a. the Provider is in default under the Loan or otherwise fails to comply with any of the provisions of the Loan documentation;
  - b. upon the bankruptcy of the Provider or the appointment of a receiver in respect of the Provider;
  - c. upon the Provider ceasing to operate on a non-profit basis; and
  - d. upon the dissolution of the Provider.
9. **Termination arising from Damage or Destruction.** If, in the opinion of a professional engineer or architect appointed by the Provider or BC Housing, the Development is damaged or destroyed in excess of twenty-five percent (25%) of its insurable value, the Provider will promptly repair or replace the Development to restore it to a substantially similar condition as existed prior to the damage or destruction. BC Housing may specify a reasonable time period for the Provider to restore the Development and, in the event that the Provider elects not to restore the Development within the specified time period, BC Housing may terminate this Agreement by delivering written notice of immediate termination to the Provider.
10. **Adjustments on Termination.** Upon the termination of this Agreement, however effected, the parties will forthwith complete all necessary accounting and adjustments between them to effectively reconcile and finalize their obligations pursuant to this Agreement.

### I. GENERAL PROVISIONS AND INTERPRETATION

1. **Headings.** The headings in this Agreement form no part of the Agreement and will be deemed to have been inserted for convenience only.
2. **Notices.** All notices, demands or requests of any kind, which the Provider or BC Housing may be required or permitted to serve on the other in connection with this Agreement, will be in writing and may be served on the parties by registered mail,

## BC Housing IAH-SIF Operating Agreement – Schedule A

- personal service, fax or other electronic transmission, to the addresses set out on the cover page. Any notice, demand or request made to BC Housing, to be effective, will be addressed to the BC Housing representative assigned to this matter by BC Housing.
3. **Change of Address.** Either party from time to time, by notice in writing served upon the other party, may designate a different address or different or additional personnel to which all those notices, demands or requests are thereafter to be addressed.
  4. **Time.** Time is of the essence of this Agreement. If either party expressly waives this requirement, that party may reinstate it by delivering notice to the other party. Any time specified pursuant to this Agreement for observing or performing an obligation is local time in Vancouver, British Columbia.
  5. **Governing Law.** This Agreement is to be governed by and construed and enforced in accordance with the laws of the Province of British Columbia, which will be deemed to be the proper law hereof and the courts of British Columbia will have the non-exclusive jurisdiction to determine all claims and disputes arising out of this Agreement and the validity, existence and enforceability hereof.
  6. **Validity of Provisions.** If a court of competent jurisdiction finds that any part of this Agreement is invalid, illegal or unenforceable, that invalidity, illegality or unenforceability does not affect any other provisions of this Agreement. The balance of the Agreement is to be construed as if that invalid, illegal or unenforceable provision had never been included and is enforceable to the fullest extent permitted at law or at equity.
  7. **Waiver.** No consent or waiver, expressed or implied, by a party of any default by the other party in observing or performing its obligations under this Agreement is effective unless given in writing, nor is it a consent or waiver of any other default. Failure on the part of either party to complain of any act or failure to act by the other party or to declare the other party in default, irrespective of how long that failure continues, is not a waiver by that party of its rights under this Agreement or at law or at equity.
  8. **Extent of Obligations and Costs.** Every obligation of each party in this Agreement extends throughout the Term. To the extent an obligation ought to have been observed or performed before or upon the expiry or earlier termination of the Term, that obligation, including any indemnity, survives the expiry or earlier termination of the Term until it has been observed or performed.
  9. **Statutes.** Any reference in this Agreement to a provincial or federal statute includes the statute as it exists on the reference date of this Agreement and any subsequent amendments or replacements.
  10. **Binding Effect.** This Agreement will enure to the benefit of and be binding upon the successors and permitted assigns of the parties, as applicable.
  11. **Counterparts.** This Agreement may be validly executed and delivered by the parties hereto in any number of counterparts and all counterparts, when executed and delivered, will together constitute one and the same instrument. Executed copies of the signature pages of this Agreement sent electronically will be treated as originals, fully binding and with full legal force and effect, and the parties hereto waive any rights they may have to object to such treatment, provided that this treatment will be without prejudice to the obligation of the parties hereto to exchange original signatures as soon as is reasonably practicable after execution of this Agreement, but failure to do so will not affect the validity, enforceability or binding effect of this Agreement.
  12. **Assignment and Subcontracting.**
    - a. The Provider will not without the prior written consent of BC Housing:
      - i. assign, either directly or indirectly, this Agreement or any right of the Provider under this Agreement; or
      - ii. subcontract any obligation of the Provider under this Agreement.
    - b. No subcontract entered into by the Provider will relieve the Provider of any of its obligations under this Agreement or impose upon BC Housing any obligation or liability arising from any such subcontract. The Provider must ensure that any subcontractor fully complies with this Agreement in performing the subcontracted services.

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**SCHEDULE B – FINANCIAL**

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**A. FUNDING ASSISTANCE FROM BC HOUSING**

1. **Funding.** BC Housing will provide financing in the form of a Loan to facilitate the construction of the Development. The terms and conditions of the Loan are outlined separately in the Loan documents. This Agreement is not to be construed as a substitution for or derogation from the provisions of the Loan documents.
2. **No other Assistance.** BC Housing is not committed or obliged to make any other financial contribution to the Provider or to subsidize the ongoing operation of the Development.

**B. REVENUES AND EXPENSES**

1. **Rent.** The Rent for the Residents of the Development will be set at or below the Affordable Market Rent. Over time, the Provider will make an effort to increase the number of below Affordable Market Rent units as operating costs and revenues permit.
2. **Revenues.** The Provider will be responsible for collecting all Rents and other revenue for the Development, and the Provider will be responsible for paying out of such revenues all costs associated with the operation of each Development.
3. **Deficit.** The Provider will be responsible for any operating shortfalls or extraordinary expenses. Any deficit will not be the responsibility of BC Housing.

**C. CAPITAL FUND**

1. **Capital Fund.** The Provider will create a Capital Fund to fund capital repairs and replacements to the Improvements within the Development in accordance with the Schedule of Capital Repairs approved by BC Housing. Prior to the Commencement Date, the Provider will:
  - a. prepare a Schedule of Capital Repairs and submit it to BC Housing for approval; and
  - b. establish a monthly Capital Fund contribution amount and obtain BC Housing's approval for that contribution amount.
2. **Capital Fund Expenditure.** Capital Funds may only be expended as follows:
  - a. to pay for capital repairs and replacements to the improvements on the land in accordance with the Schedule of Capital Repairs; or
  - b. to make other payments as may be approved by BC Housing.
3. **Investment of Funds.** The Provider will deposit and keep the Capital Fund and accumulated interest in securities authorized in accordance with the Provider's Constaning Documents, the *Societies Act* (British Columbia), and the *Trustee Act* (British Columbia).

**D. ACCUMULATED OPERATING REVENUE**

1. **Accumulated Operating Revenue.** The Provider will retain the Accumulated Operating Revenue. The Provider will use the Accumulated Operating Revenue on the following:
  - a. to increase the number of below Affordable Market Rent units in the Development; or
  - b. on costs relating directly to the Development.

**E. FINANCIAL MANAGEMENT AND ADMINISTRATION**

1. **Finances.** The Provider will establish written policies and procedures for effective control of finances for the Development, including:
    - a. record keeping and financial statements in accordance with Canadian Accounting Standards;
    - b. clearly defined spending authority; and
    - c. policies and procedures for arrears, purchasing and investment of Capital Funds and Accumulated Operating Revenue.
  2. **Operating Budget.** The Provider will prepare an operating budget in advance of each Fiscal Year and regularly review financial affairs in accordance with *Schedule B*.
  3. **Revenue.** All revenue received by the Provider from whatever source with respect to the Development will be collected by the Provider, held by the Provider and used by the Provider solely for the purpose of and to the extent authorized by this Agreement.
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**BC Housing IAH-SIF Operating Agreement – Schedule B**

4. **Reporting.** Within four (4) months after the end of each Fiscal Year, or as otherwise requested by BC Housing, the Provider will submit to BC Housing audited financial statements for that Fiscal Year and a copy of the related auditor's management letter, and the following will apply:
  - a. where the Provider provides services in addition to those provided under this Agreement, the audited financial statement will include a separate Schedule of Revenue and Expenditure for each service provided;
  - b. include details of any funding received from another agency or organization and used by the Provider to co-fund any services provided by the Provider under this Agreement;
  - c. indicate that the Provider has properly funded and maintained the Capital Fund, and that all interest accruing to the Capital Fund has been recorded;
  - d. indicate that any Accumulated Operating Revenue is being spent and accounted for as provided in this Agreement; and
  - e. submit other financial information requested by BC Housing in a format approved by BC Housing from time to time.

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**SCHEDULE C – RESIDENT SELECTION AND RESIDENCY AGREEMENTS**

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**A. RESIDENT SELECTION AND RESIDENCY AGREEMENTS**

1. **Landlord and Tenant Relationship.** The full normal relationship between landlord and tenant will exist between the Provider and the Resident. It is understood that BC Housing will not be responsible to the Provider for any breach or failure of the Resident to observe any of the terms of the Residency Agreement between the Resident and the Provider, including the covenant to pay Rent.
2. **Resident Selection.** The Provider will select Residents in accordance with the Specific Purpose. The Provider will use all reasonable efforts to maintain full occupancy of the Development with Residents who meet the Specific Purpose, but if there are no applicants for a vacant unit in accordance with the Specific Purpose then the Provider may accept applicants at any income level with the approval of BC Housing which will not be unreasonably withheld. Over time, as operating surpluses permit, the Provider will increase the number of units being offered below Affordable Market Rent.
3. **Discrimination.** The Provider will select Residents without unlawful discrimination on the basis of race, religion, culture, sexual orientation, gender identity, social condition, or level of physical ability. Where restricted populations are targeted, consideration of and compliance with applicable anti-discrimination legislation must be documented and submitted to BC Housing on request.
4. **Full Occupancy.** The Provider will use all reasonable efforts to maintain full occupancy of the Development and will notify BC Housing of any extended vacancies.
5. **Approved Residents.** All Residents must be selected in accordance with the Specific Purpose and must be placed in a Residential Unit appropriate to their household size in accordance with the Occupancy Standards. Exceptions may be made for:
  - a. persons designated by mutual agreement between BC Housing and the Provider; or
  - b. staff or other authorized personnel required to operate and maintain the Development and who are bona fide employees of the Provider. The maximum income threshold/limitation does not apply to this type of residency.
6. **Membership in Provider.** The Provider will not require a Resident to be a member of the Provider.
7. **Residency Agreements.** The Provider will enter into a Residency Agreement with each Resident and all Residency Agreements will be in compliance with the *Residential Tenancy Act* (British Columbia).
8. **Resident Relations.** The Provider will establish policies and procedures to:
  - a. select Residents in an open, fair, consistent and non-discriminatory way;
  - b. serve Residents promptly and courteously, with clear and informative communication;
  - c. provide each Resident with access to information concerning that Resident and protect the privacy of Residents; and
  - d. develop an appeals process for Resident related issues. The process must be transparent and accessible for all applicants and Residents.
9. **Proof of Income.** The Provider will obtain a declaration ("Declaration of Income") and supporting documentation as evidence of the Income of that Resident at the time of the initial occupancy. The declaration will be in a form approved by BC Housing as may be amended by BC Housing from time to time. The Provider will maintain a copy of each Resident's proof of Income in a file available to BC Housing on request.

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**SCHEDULE D – INSURANCE**

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**A. INSURANCE BY PROVIDER**

1. The Provider will, without limiting its obligations or liabilities herein and at its own expense, provide and maintain the following insurance with insurers licensed in Canada and in forms and amounts acceptable to BC Housing, in its sole discretion:
  - a. Commercial general liability in an amount not less than \$10,000,000.00 inclusive per occurrence, insuring against bodily injury, personal injury and property damage, and include liability assumed under this Agreement, a cross liability or severability of interests clause, British Columbia Housing Management Commission as an additional insured, and an endorsement to provide thirty (30) days' advance written notice to the Provider of material change or cancellation.
  - b. The foregoing insurance will be primary and not require the sharing of any loss by any insurer of BC Housing.
  - c. The Provider will provide to BC Housing evidence of all required levels of insurance within thirty (30) days of the execution of this Agreement and within thirty (30) days of renewal of such written policies. When requested by BC Housing, the Provider will provide certified copies of such policies.
2. The Provider will add BC Housing as additional insured under any insurance policies obtained pursuant to this Agreement.
3. The Provider will promptly notify BC Housing of any circumstance known or which becomes known to the Provider which might materially affect the coverage under the Provider's insurance policies.
4. Any requirement or advice by BC Housing regarding the amount of coverage under any policy of insurance does not constitute a representation by BC Housing that the amount required is adequate.
5. The Provider will provide, maintain, and pay for, any additional insurance which the Provider is required by law to carry, or which the Provider considers necessary to cover risks not otherwise covered by insurance specified in this Schedule.
6. The Provider hereby waives all rights of recourse against BC Housing with regard to any damage, theft or loss of the Provider's property and agrees to carry adequate insurance coverage against such damage, theft or loss of property.
7. The Provider will obtain and maintain, or cause to be obtained and maintained, workers compensation coverage in respect of all workers, employees and other persons engaged in any work in or upon the Development required by the *Workers Compensation Act* (British Columbia).