

**City of Kelowna
Regular Council Meeting
AGENDA**



Monday, May 9, 2016
1:30 pm
Council Chamber
City Hall, 1435 Water Street

Pages

1. **Call to Order**

This meeting is open to the public and all representations to Council form part of the public record. A live audio and video feed is being broadcast and recorded by CastaNet and a delayed broadcast is shown on Shaw Cable.
2. **Confirmation of Minutes** 4 - 14

PM Meeting - May 2, 2016
3. **Development Application Reports & Related Bylaws**
 - 3.1 **Regional Context Statement Update, OCP16-0002 - City of Kelowna** 15 - 17

To forward OCP Text Amending Bylaw No. 11205 to a Public Hearing in order to incorporate a new Regional Context Statement.
4. **Bylaws for Adoption (Development Related)**
 - 4.1 **889 McCurdy Place, BL11217 (Z16-0003) - P J S Holdings Ltd.** 18 - 18

To adopt Bylaw No. 11217 in order to rezone the subject property to allow general industrial uses with outdoor storage.
 - 4.2 **190 Homer Road, BL11218 (Z15-0044) - Kaskade Developments Group Ltd.** 19 - 19

To adopt Bylaw No. 11218 in order to rezone the subject property to facilitate the conversion of an accessory building into a carriage house.
5. **Non-Development Reports & Related Bylaws**
 - 5.1 **Quarterly Report Update - Q1 2016** 20 - 33

To provide Council with an update of the City's activities for the first quarter of 2016.

5.2 Kelowna Memorial Park Cemetery Bylaw Update 34 - 36

To update the Kelowna Memorial Park Cemetery Bylaw with regards to the addition of new inventory, increasing interment capacity on certain burial lots, as well as some housekeeping and language updates.

5.3 BL11215 - Amendment No. 7 to Kelowna Memorial Park Cemetery Bylaw No. 8807 37 - 49

To give Bylaw No. 11215 first, second and third readings in order to amend the City of Kelowna's Kelowna Memorial Park Cemetery Bylaw.

5.4 Highway 97 North (Adjacent to) - Proposed Road Closure 50 - 52

To close portions of surplus roadway adjacent to Highway 97 North and transfer the same to the City as titled lots.

5.5 Highway 97 North (Adjacent to), BL11232 - Proposed Road Closure 53 - 54

To give Bylaw No. 11232 first, second and third readings in order to authorize the City to permanently close and remove the highway dedication of a portion of highway on Highway 97 N.

6. Bylaws for Adoption (Non-Development Related)

6.1 125 Dundas Road, BL11234, Housing Agreement Authorization Bylaw - Unico One Developments Ltd. 55 - 62

To adopt Bylaw No. 11234 in order to authorize the City to enter into a Purpose-Built Rental Housing Agreement with Unico One Developments Ltd.

6.2 2065 Benvoulin Court, BL11235, Housing Agreement Authorization Bylaw - National Society of Hope 63 - 71

To adopt Bylaw No. 11235 in order to authorize the City to enter into a Purpose-Built Rental Housing Agreement with the Society of Hope.

6.3 1745 Chapman Place, BL11236, Housing Agreement Authorization Bylaw - Ki-Low-Na Friendship Society 72 - 79

To adopt Bylaw No. 11236 in order to authorize the City to enter into a Purpose-Built Rental Housing Agreement with the Ki-Low-Na Friendship Society.

6.4 1170 Highway 33 W, BL11237, Housing Agreement Authorization Bylaw - Okanagan Metis & Aboriginal Housing Society 80 - 88

To adopt Bylaw No. 11237 in order to authorize the City to enter into a Purpose-Built Rental Housing Agreement with the Okanagan Metis & Aboriginal Housing Society.

- 6.5 805 Academy Way, BL11238, Housing Agreement Authorization Bylaw - U Three-Mission Group Rentals Ltd. 89 - 97**

To adopt Bylaw No. 11238 in order to authorize the City to enter into a Purpose-Built Rental Housing Agreement with U Three - Mission Group Rentals Ltd.

- 6.6 305 Homer Road, BL11239, Housing Agreement Authorization Bylaw - Davara Holdings Ltd. 98 - 106**

To adopt Bylaw No. 11239 in order to authorize the City to enter into a Purpose-Built Rental Housing Agreement with Davara Holdings Ltd.

7. Mayor and Councillor Items

8. Termination



City of Kelowna Regular Council Meeting Minutes

Date: Monday, May 2, 2016
 Location: Council Chamber
 City Hall, 1435 Water Street

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

Guest RCMP Superintendent, Nick Romanchuk*

Staff Present City Manager, Ron Mattiussi; City Clerk, Stephen Fleming; Divisional Director, Corporate & Protective Services, Rob Mayne*; Financial Services Director, Genelle Davidson*; Financial Projects Manager, Garry Filafilo*; Urban Planning Manager, Terry Barton*; Community Planning Department Manager, Ryan Smith*; Suburban & Rural Planning Manager, Todd Cashin*; Infrastructure Planning Department Manager, Joel Shaw*; Policy & Planning Department Manager, James Moore*; Planner Specialist, Ross Soward*; Property Management Manager, Mike Olson*; Council Recording Secretary, Arlene McClelland

(* Denotes partial attendance)

1. Call to Order

Mayor Basran called the meeting to order at 1:39 p.m.

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

2. Confirmation of Minutes

Moved By Councillor Hodge/Seconded By Councillor Donn

R349/16/05/02 THAT the Minutes of the Regular Meetings of April 25, 2016 be confirmed as circulated.

Carried

Mayor Basran advised that Item 5.2 will be moved forward on the Agenda and will be considered next.

5. Non-Development Reports & Related Bylaws

5.2 2016-2019 Crime Reduction Strategy

Superintendent Romanchuk:

- Displayed a PowerPoint presentation summarizing the 2016-2019 Crime Reduction Strategy and responded to questions from Council.

Moved By Councillor Hodge/Seconded By Councillor Donn

R350/16/05/02 THAT Council approve and endorse the 2016-2019 Crime Reduction Strategy document as outlined in the report from the Divisional Director Corporate and Protective Services dated May 2, 2016.

Carried

3. Committee Reports

3.1 Financial Statements for the Year Ending December 31, 2015

Staff:

- Provided an overview of the 2015 financial statements.

Moved By Councillor Stack/Seconded By Councillor Given

R351/16/05/02 THAT Council receives, for information, the Report from the Audit Committee dated May 2, 2016 with respect to the Consolidated Financial Statements and Auditor's Report for the City of Kelowna for the year ending December 31, 2015;

AND THAT Council approves the contribution of \$3,300,000 of surplus generated from all general fund operations in 2015 as reserves as detailed in the Report from the Audit Committee dated May 2, 2016;

AND FURTHER THAT the Consolidated Financial Statements and Auditor's Report be reprinted in and form part of the City of Kelowna's annual report.

Carried

4. Development Application Reports & Related Bylaws

4.1 330 Merrifield Road, Z16-0011 - Corey Knorr Construction Ltd.

Staff:

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

Moved By Councillor Hodge/Seconded By Councillor Singh

R352/16/05/02 THAT Rezoning Application No. Z16-0011 to amend the City of Kelowna Zoning Bylaw No. 8000 by changing the zoning classification of Lot A, Section 26, Township 26, ODYD, Plan 18164 located at 330 Merrifield Rd, Kelowna, BC from the RU1 - Large Lot Housing zone to the RU2 - Medium Lot Housing zone be considered by Council;

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

AND THAT final adoption of the Rezoning Bylaw be considered subsequent to the outstanding conditions of approval as set out in Schedule "A" attached to the Report from the Community Planning Department dated April 6, 2016;

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

Carried

4.2 330 Merrifield Road, BL11241 (Z16-0011) - Corey Knorr Construction Ltd.

Moved By Councillor Hodge/Seconded By Councillor Donn

R353/16/05/02 THAT Bylaw No. 11241 be read a first time.

Carried

4.3 845 Kinnear Court, Z15-0050 - Carol Kergan

Staff:

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

Moved By Councillor Sieben/Seconded By Councillor Gray

R354/16/05/02 THAT Rezoning Application No. Z15-0050 to amend the City of Kelowna Zoning Bylaw No. 8000 by changing the zoning classification of Lot 6 District Lot 135 ODYD Plan 25798, located at 845 Kinnear Court, Kelowna, BC from the RU1 - Large Lot Housing zone to the RU1c - Large Lot Housing with Carriage House zone, be considered by Council;

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

AND THAT final adoption of the Rezoning Bylaw be considered subsequent to the issuance and completion of a Building Permit for the removal of the existing second kitchen within the primary dwelling for the subject property;

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

Carried

4.4 845 Kinnear Court, BL11242 (Z15-0050) - Carol Kergan

Moved By Councillor Gray/Seconded By Councillor Hodge

R355/16/05/02 THAT Bylaw No. 11242 be read a first time.

Carried

4.5 135 Mugford Road & 345 Rutland Road N, Z15-0059 - City of Kelowna

Staff:

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

Moved By Councillor Given/Seconded By Councillor Hodge

R356/16/05/02 THAT Rezoning Application No. Z15-0059 to amend the City of Kelowna Zoning Bylaw No. 8000 by changing the zoning classification of THAT part of Lot 3 which may be more particularly described as follows: commencing at the north east corner of the area covered by Plan B3922; thence following the north boundary of said Lot 3 Plan 2478 bearing south 89 degrees 48 minutes east for a distance of 50 feet; thence south 75 feet; thence bearing 89 degrees and 48 minutes west for a distance of 50 feet to the south east corner of the said area covered by Plan B3922; thence following the east boundary of said area north for a distance of 75 feet to the point of commencement, and containing by admeasurement 0.086 of an acre more or less; Section 26 Township 26 ODYD Plan 2478, located at 135 Mugford Road, Kelowna, BC from the RU1 - Large Lot Housing zone to the P2 - Education and Minor Institutional zone; and by changing the zoning classification of Lot 1 Section 26 Township 26 ODYD Plan 9290, located at 345 Rutland Road N, Kelowna, BC from the RU1 - Large Lot Housing zone to the P2 - Education and Minor Institutional zone, be considered by Council;

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

AND THAT final adoption of the Rezoning Bylaw be considered subsequent to the outstanding conditions of approval as set out in Schedule "A" attached to the Report from the Community Planning Department dated December 22,2015;

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

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

Carried

4.6 135 Mugford Road & 345 Rutland Road N, BL11243 (Z15-0059) - City of Kelowna

Moved By Councillor Given/Seconded By Councillor Gray

R357/16/05/02 THAT Bylaw No. 11243 be read a first time.

Carried

4.7 820 Finns Road, OCP15-0016 & Z15-0053 - Raif Holdings Ltd.

Staff:

- Displayed a PowerPoint presentation summarizing the application.

Moved By Councillor Stack/Seconded By Councillor Singh

R358/16/05/02 THAT Official Community Plan Map Amendment Application No. OCP15-0016 to amend Map 4.1 in the Kelowna 2030 - Official Community Plan Bylaw No. 10500 by changing the Future Land Use designation of Lot 1, Section 34, Township 26, ODYD, Plan 18592 located at 820 Finns Road, Kelowna, BC from the IND - Industrial designation to the SC - Service Commercial and PARK - Major Park/Open Space designations be considered by Council;

AND THAT Rezoning Application No. Z15-0053 to amend the City of Kelowna Zoning Bylaw No. 8000 by changing the zoning classification of Lot 1, Section 34, Township 26,

ODYD, Plan 18592, located at 820 Finns Road, Kelowna, BC from the A1 - Agriculture zone to the C10 - Service Commercial and P3 - Parks and Open Space zones be considered by Council;

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

AND THAT Council considers the Public Information Session public process to be appropriate consultation for the *Purpose* of Section 475 of the *Local Government Act*, as outlined in the Report from the Community Planning Department dated May 2, 2016;

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

AND THAT final adoption of the Rezoning Bylaw be considered in conjunction with the issuance of an Environmental Development Permit for the subject property.

AND FURTHER THAT prior to final adoption of the Rezoning Bylaw, that the Riparian Management Area be dedicated to the City as protected area.

Carried

4.8 820 Finns Road, BL11246 (OCP15-00016) - Raif Holdings Ltd.

Moved By Councillor Gray/Seconded By Councillor Given

R359/16/05/02 THAT Bylaw No. 11246 be read a first time;

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

Carried

4.9 820 Finns Road, BL11247 (Z15-0053) Raif Holdings Ltd.

Moved By Councillor Given/Seconded By Councillor Donn

R360/16/05/02 THAT Bylaw No. 11247 be read a first time.

Carried

4.10 894 Stremel Road, OCP16-0001 & Z16-0006 - McBeetle Holdings

Staff:

- Displayed a PowerPoint presentation summarizing the application.
- Advised of an error in the staff report and confirmed areas to be rezoned are C10 and RU1.
- Responded to questions from Council.

City Clerk:

- Confirmed bylaws will be brought forward for rezoning consideration once the lots lawfully exist.

Moved By Councillor Sieben/Seconded By Councillor DeHart

R361/16/05/02 THAT Official Community Plan Map Amendment Application No. OCP16-0001 to amend Map 4.1 in the Kelowna 2030 - Official Community Plan Bylaw No. 10500 by changing the Future Land Use designation of portions of Lot A, Section 34, Township 26, ODYD Plan EPP53299 located at 894 Stremel Road, Kelowna, BC from the IND - Industrial designation to the SC - Service Commercial designation and the PARK - Major Park / Open Space designation, as shown on Map "A" attached to the Report from the Community Planning Department dated May 2, 2016 be considered by Council;

AND THAT Rezoning Application No. Z16-0006 to amend the City of Kelowna Zoning Bylaw No. 8000 by changing the zoning classification of portions of Lot A, Section 34, Township 26, ODYD Plan EPP53299 located at 894 Stremel Road Kelowna, BC from the RU1 - Large Lot Housing zone to the C-10 Service Commercial and P3 - Parks and Open Space zone as shown on Map "A" attached to the Report from the Community Planning Department dated May 2, 2016, be considered by Council;

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

AND THAT Council considers the Public Hearing process to be appropriate consultation for the *Purpose* of Section 475 of the *Local Government Act*;

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

AND THAT final adoption of the Rezoning Bylaw be considered in conjunction with the issuance of an Environmental Development Permit for the subject property;

AND THAT prior to final adoption of the Rezoning Bylaw, that the Riparian Management Area be dedicated to the City as protected area;

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

Carried

5. Non-Development Reports & Related Bylaws

5.1 Quarterly Report Update - Q1 2016

Mayor Basran recommended this item be deferred to next week's Regular Meeting due to the number of items Council still needs to consider this afternoon.

Moved By Councillor Donn/Seconded By Councillor DeHart

R362/16/05/02 THAT Council defer the Quarterly Report from the City Manager, dated April 27, 2016 to the Monday, May 9, 2016 Regular Meeting.

Carried

5.3 Amendment No. 2 to Development Cost Charge Bylaw No.10515

Staff:

- Displayed a PowerPoint presentation summarizing the amendments to the Development Cost Charge Bylaw and responded to questions from Council.

Moved By Councillor Donn/Seconded By Councillor Given

R363/16/05/02 THAT Council receives, for information, the Report from the Infrastructure Planning Manager dated May 2, 2016, with respect to Bylaw No. 11207, Amendment No.2 to Development Cost Charge Bylaw No.10515;

AND THAT Bylaw No. 11207, Amendment No.2 to Development Cost Charge Bylaw No.10515 be forwarded for further reading consideration;

AND FURTHER THAT Council directs Staff to submit DCC Bylaw and supporting documentation to Inspector of Municipalities for their review and approval prior to fourth reading and adoption of Bylaw No. 11207, Amendment No. 2 to Development Cost Charge Bylaw No. 10515.

Carried
Councillor Sieben - Opposed

5.4 BL11207 - Amendment No. 2 to Development Cost Charge Bylaw No. 10515

Moved By Councillor Hodge/Seconded By Councillor Donn

R364/16/05/02 THAT Bylaw No. 11207 be read a first, second and third time.

Carried

5.5 2016 Rental Housing Grant Bylaws

Councillor Stack declared a conflict of interest on Items 5.5 to 5.11 as his employer is a rental housing agreement recipient and departed the meeting at 3:35 p.m.

Staff:

- Provided an overview of the 2016 Rental Housing Agreements and responded to questions from Council.

Moved By Councillor Hodge/Seconded By Councillor Donn

R365/16/05/02 THAT Council, receives, for information, the Report from the Planner Specialist dated May 2, 2016 recommending that Council adopt the following Housing Agreement bylaws for the six approved rental housing grants.

AND THAT Bylaw No. 11235 authorizing a Housing Agreement between the City of Kelowna and Society of Hope, which requires the owners to designate 78 dwelling units in a purpose-built rental housing for Lot 1, District Lot 128, ODYD, Plan EPP37196 located at 2065 Benvoulin Court, Kelowna, BC be forwarded for reading consideration.

AND THAT Bylaw No. 11237 authorizing a Housing Agreement between the City of Kelowna and Okanagan Metis & Aboriginal Housing Society, which requires the owners to designate 78 dwelling units in a purpose-built rental housing for Parcel B (Plan B1566) of Lot 4, Sections 26 and 27, Township 26, ODYD, Plan 426, Except Plans 8449, 21711, 24898, KAP58053 and KAP58054 located at 1170 Highway 33, Kelowna, BC be forwarded for reading consideration.

AND THAT Bylaw No. 11236 authorizing a Housing Agreement between the City of Kelowna and Ki-Low-Na Friendship Society, which requires the owners to designate 86 dwelling units in a purpose-built rental housing for Lot 2, District Lot 139, ODYD, Plan KAP92715 Except Plan EPP40150 located at 1745 Chapman Place, Kelowna, BC be forwarded for reading consideration.

AND THAT Bylaw No. 11234 authorizing a Housing Agreement between the City of Kelowna and Unico One Developments Ltd, which requires the owners to designate 23 dwelling units in a purpose-built rental housing for Lot 1, Section 22, Township 26, ODYD, Plan EPP51775 located at 125 Dundas, Kelowna, BC be forwarded for reading consideration.

AND THAT Bylaw No. 11238 authorizing a Housing Agreement between the City of Kelowna and U Three - Mission Group Rentals Ltd, which requires the owners to designate 55 dwelling units in a purpose-built rental housing for Lot 1, Section 3 and 10, Township 23, ODYD, Plan EPP53793 located at 805 Academy Way, Kelowna, BC be forwarded for reading consideration.

AND THAT Bylaw No. 11239 authorizing a Housing Agreement between the City of Kelowna and Davara Holdings Ltd, which requires the owners to designate 9 dwelling units in a purpose-built rental housing for Lot 1, Section 27, Township 26, ODYD, Plan 18004 located at 305 Homer Road, Kelowna, BC be forwarded for reading consideration.

AND FURTHER THAT Mayor and City Clerk be authorized to execute the Housing Agreements on behalf of the City of Kelowna after adoption.

Carried

5.6 125 Dundas Road, BL11234, Housing Agreement Authorization Bylaw - Unico Developments Ltd.

Moved By Councillor Donn/Seconded By Councillor Hodge

R366/16/05/02 THAT Bylaw No. 11234 be read a first, second and third time.

Carried

5.7 2065 Benvoulin Court, BL11235, Housing Agreement Authorization Bylaw - National Society of Hope

Moved By Councillor Gray/Seconded By Councillor Hodge

R367/16/05/02 THAT Bylaw No. 11235 be read a first, second and third time.

Carried

5.8 1745 Chapman Place, BL11236, Housing Agreement Authorization Bylaw - Ki-Low-Na Friendship Society

Moved By Councillor Donn/Seconded By Councillor Hodge

R368/16/05/02 THAT Bylaw No. 11236 be read a first, second and third time.

Carried

5.9 1170 Highway 33 W, BL11237, Housing Agreement Authorization Bylaw - Okanagan Metis & Aboriginal Housing Society

Moved By Councillor Hodge/Seconded By Councillor Gray

R369/16/05/02 THAT Bylaw No. 11237 be read a first, second and third time.

Carried

5.10 805 Academy Way, BL11238, Housing Agreement Authorization Bylaw -
UThree-Mission Group Rentals Ltd.

Moved By Councillor Gray/Seconded By Councillor Hodge

R370/16/05/02 THAT Bylaw No. 11238 be read a first, second and third time.

Carried

5.11 305 Homer Road, BL11239, Housing Agreement Authorization Bylaw -
Davara Holdings Ltd.

Moved By Councillor Hodge/Seconded By Councillor Given

R371/16/05/02 THAT Bylaw No. 11239 be read a first, second and third time.

Carried

5.12 Concession Operation Bid Awards - Various Food & Activity

Staff:

- Displayed a PowerPoint presentation summarizing the Concession Operation Bid Awards and responded to questions from Council.

Councillor Stack rejoined the meeting at 3:42 p.m.

Moved By Councillor Donn/Seconded By Councillor Singh

R372/16/05/02 THAT Council approves the City entering into a mobile food concession with Artisto Gelato to provide summer mobile food vending services at Stuart Park for a two (2) year term with two (2) one (1) year options to renew at the City's sole discretion, in the form attached to the Report of the Manager, Property Management, dated May 2, 2016;

AND THAT Council approves the City entering into a concession contract with Hot or Not Vending for three (3) downtown food vending locations at 266 Lawrence Avenue, 238 Leon Avenue and 275 Leon Avenue, to provide evening mobile food vending services for a three (3) year term with two (2) one (1) year options to renew at the City's sole discretion, in the form attached to the Report of the Manager, Property Management, dated May 2, 2016; and

AND THAT Council approves the City entering to an activity concession with Okanagan Beach Rentals to provide water activity concessions at Gyro Beach and Rotary Beach for a three (3) year term with two (2) one (1) year options to renew at the City's sole discretion, in the form attached to the Report of the Manager, Property Management, dated May 2, 2016;

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

Carried

6. Bylaws for Adoption (Non-Development Related)

6.1 BL11210 - A Bylaw to Rename a Portion of Rutland Road North

Moved By Councillor Singh/Seconded By Councillor Stack

R373/16/05/02 THAT Bylaw No. 11210 be adopted.

Carried

6.2 BL11223 - Sterile Insect Release Program Parcel Tax Bylaw 2016

Moved By Councillor Stack/Seconded By Councillor Singh

R374/16/05/02 THAT Bylaw No. 11223 be adopted.

Carried

6.3 BL11227 - Five Year Financial Plan 2016-2020

Moved By Councillor Singh/Seconded By Councillor DeHart

R375/16/05/02 THAT Bylaw No. 11227 be adopted.

Carried

6.4 BL11228 - Tax Structure Bylaw, 2016

Moved By Councillor Singh/Seconded By Councillor DeHart

R376/16/05/02 THAT Bylaw No. 11228 be adopted.

Carried

6.5 BL11229 - Annual Tax Rates Bylaw, 2016

Moved By Councillor Singh/Seconded By Councillor Stack

R377/16/05/02 THAT Bylaw No. 11229 be adopted.

Carried

6.6 BL11230 - DCC Reserve Fund Expenditure Bylaw, 2016

Moved By Councillor Singh/Seconded By Councillor Sieben

R378/16/05/02 THAT Bylaw No. 11230 be adopted.

Carried

6.7 BL11231 - Sale of City-Owned Land Reserve Fund Expenditure Bylaw, 2016

Moved By Councillor Sieben/Seconded By Councillor Singh

R379/16/05/02 THAT Bylaw No. 11231 be adopted.

Carried

7. Mayor and Councillor Items

Councillor DeHart:

- Commented on the success of the 41st Civic and Community Awards event.

Councillor Singh:

- Commented on the success of the Vaisakha Parade and noted that more than 10,000 people were in attendance.

Councillor Sieben:

- Congratulated Councillor Singh on the success of the Vaisakha Parade event.

Councillor Hodge:

- Spoke to his attendance at a recent Local Government Issues Conference in Vancouver.
- Congratulated Councilor DeHart and staff on a successful Community & Civic Awards event.

Councillor Gray:

- Spoke to her attendance at the Alzheimer Society Walk on Sunday, May 1st.

Councillor Given:

- Spoke to her attendance at the YMCA Healthy Kids Day on Sunday, May 1st.

Mayor Basran:

- Spoke to the unfortunate death of a participant during the Cherry Blossom Triathlon and offered condolences to the family and thanked H2O staff and first responders.
- Proclaimed this week May 1st to May 7th as BC Water Week in Kelowna.

8. Termination

This meeting was declared terminated at 4:06 p.m.

Mayor

/acm

 City Clerk

Report to Council



Date: May 9, 2016
File: 1250-20
To: City Manager
From: Laura Bentley, Planner II, Policy & Planning
Subject: Regional Context Statement

Recommendation:

THAT Council receives, for information, the Report from the Planner II dated May 9, 2016 with respect to a new Regional Context Statement;

AND FURTHER THAT Official Community Plan Text Amending Bylaw No. 11205 be forwarded to a Public Hearing for further consideration.

Purpose:

To forward OCP Text Amending Bylaw No. 11205 to a Public Hearing in order to incorporate a new Regional Context Statement.

Background:

The Official Community Plan (OCP) must include a Regional Context Statement that reflects the connection with the Regional District of Central Okanagan (RDCO) Regional Growth Strategy. The Regional Growth Strategy was adopted in June 2014 and the new Regional Context Statement will replace the existing one to demonstrate how the policy direction of the OCP is consistent with the intent of the Regional Growth Strategy.

On February 29, 2016, Council gave first reading to Bylaw No. 11205 to amend Chapter 2 of the Official Community Plan with a new Regional Context Statement. In accordance with Section 448 of the *Local Government Act*, the proposed Bylaw was submitted to the RDCO for consideration by the Regional Board. The Board accepted the proposed Bylaw at their meeting on April 14, 2016.

Staff are now recommending that Bylaw No. 11205 be moved forward to a Public Hearing for further consideration, as per the Report from the Planner II dated February 29, 2016.

Legal/Statutory Authority:

Local Government Act Part 13 - Regional Growth Strategies, Division 5 - Regional Context Statements, Sections 446-448

Local Government Act Part 14 - Planning and Land Use Management, Division 3 - Public Hearings on Planning and Land Use Bylaws

Legal/Statutory Procedural Requirements:

As per Section 448 of the *Local Government Act*, once the Official Community Plan Amending Bylaw is accepted by the Regional Board, Council will consider it at a Public Hearing.

Notice of the Public Hearing will be placed in the newspaper in accordance with the requirements of the *Local Government Act*.

External Agency/Public Comments:

The Regional Board passed the following resolution on April 14, 2016:

THAT the Regional Board accept the City of Kelowna's proposed Regional Context Statement in their Official Community Plan Amendment Bylaw No. 11205.

Considerations not applicable to this report:

Internal Circulation:

Existing Policy:

Financial/Budgetary Considerations:

Personnel Implications:

Communications Comments:

Alternate Recommendation:

Submitted by:

L. Bentley, Planner II, Policy & Planning

Approved for inclusion:



J. Moore, Acting Department Manager, Policy & Planning

cc:

Stephen Fleming, City Clerk

Doug Gilchrist, Divisional Director, Community Planning & Real Estate

James Moore, Acting Department Manager, Policy & Planning

Janelle Taylor, Planner, Community Services, Regional District of Central Okanagan

Attachments:

Regional Board Resolution #88/16



Community Services – Planning Section

1450 K.L.O. Road
Kelowna, B.C. V1W 3Z4

Telephone: (250) 469-6227
Fax: (250) 762-7011
www.regionaldistrict.com

April 19, 2016
RDCO File: 6430-02

SENT VIA E-MAIL & MAIL

City of Kelowna
Att: Laura Bentley, Planner
1435 Water Street
Kelowna, BC V1Y 6V7

Dear Ms. Bentley:

Re: Official Community Plan Amendment Bylaw No. 11205

In accordance with the Local Government Act, Section 448, the Regional Board passed the following resolution on April 14, 2016:

#88/16 FINDLATER/BAKER

THAT the Regional Board accept the City of Kelowna's proposed Regional Context Statement in their Official Community Plan Amendment Bylaw No. 11205.

CARRIED Unanimously

Staff looks forward to continuing to work cooperatively with the City of Kelowna during the RGS Implementation and Monitoring process. If you have any questions or comments, please do not hesitate to contact the undersigned.

All the best,

Janelle Taylor
Planner 1

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cc: J. Moore, Long Range Policy Planning Manager
R. Fralick, Manager of Planning

H:\Planning\6430-Strategic_Planning\02-Context_Statements\Bylaw No. 1336 Context Statements\City of Kelowna\Letter Regional Board Resolution.docx

CITY OF KELOWNA
BYLAW NO. 11217
Z16-0003 - P J S Holdings Ltd.
889 McCurdy Place

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 23, District Lot 124, ODYD, Strata Plan KAS3323, 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 McCurdy Place, Kelowna, B.C., from the I1 - Business Industrial zone to the I2 - General Industrial zone.
2. This bylaw shall come into full force and effect and is binding on all persons as and from the date of adoption.

Read a first time by the Municipal Council this 4th day of April, 2016.

Considered at a Public Hearing on the 26th day of April, 2016.

Read a second and third time by the Municipal Council this 26th day of April, 2016.

Approved under the Transportation Act 29th day of April, 2016.

Audrie Henry
(Approving Officer-Ministry of Transportation)

Adopted by the Municipal Council of the City of Kelowna this

Mayor

City Clerk

CITY OF KELOWNA
BYLAW NO. 11218
Z15-0044 - Kaskade Developments Group Inc., Inc. No.
A0078591
190 Homer Road

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

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

1. THAT City of Kelowna Zoning Bylaw No. 8000 be amended by changing the zoning classification of Lot 9, Section 27, Township 26, ODYD, Plan 14897 located on Homer Road, Kelowna, B.C., from the RU1 - Large Lot Housing zone to the RU1c - Large Lot Housing with Carriage House zone.
2. This bylaw shall come into full force and effect and is binding on all persons as and from the date of adoption.

Read a first time by the Municipal Council this 4th day of April, 2016.

Considered at a Public Hearing on the 26th day of April, 2016.

Read a second and third time by the Municipal Council this 26th day of April, 2016.

Approved under the Transportation Act this 29th day of April, 2016.

Audrie Henry
(Approving Officer-Ministry of Transportation)

Adopted by the Municipal Council of the City of Kelowna this

Mayor

City Clerk

Report to Council



Date: April 27, 2016

File: 0165-30

To: Council

From: City Manager

Subject: Quarterly report update - Q1 2016

Report Prepared by: Summer Efray, Communications Consultant

Recommendation:

That Council receives, for information, the Quarterly Report from the City Manager, dated April 27, 2016

Purpose:

To provide Council with an update of the City's activities for the first quarter of 2016.

Background:

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

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

A collection of current and past quarterly report presentations can be found [online](#).

Internal Circulation:

Content provided by Divisional Directors
City Manager
Communications Supervisor

Considerations not applicable to this report:

Legal/Statutory Authority:
Legal/Statutory Procedural Requirements:
Existing Policy:

Financial/Budgetary Considerations:
Personnel Implications:
External Agency/Public Comments:
Communications Comments:
Alternate Recommendation:

Submitted by:

Ron Mattiussi, City Manager

Approved for inclusion:

cc: Divisional Directors



City of
Kelowna

QUARTERLY REPORT

January to March 2016



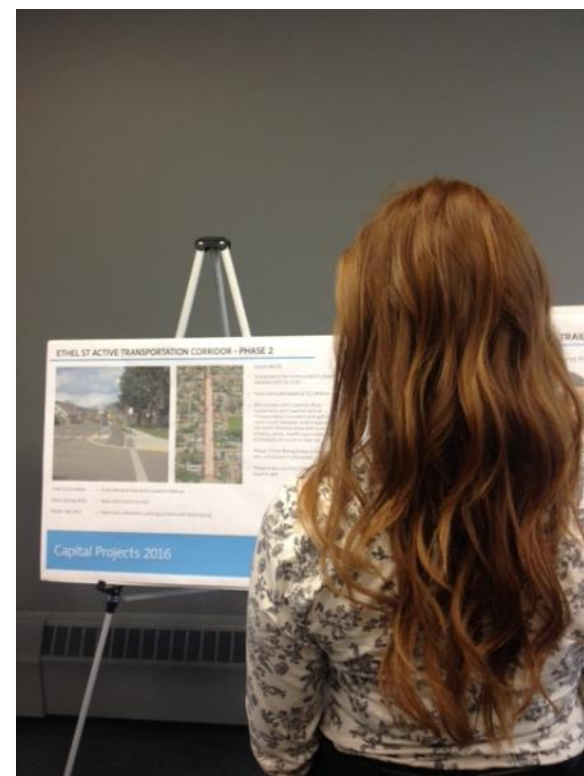
A WELL-RUN CITY

- ▶ Civic Block Plan
 - ▶ Endorsed March 14
- ▶ Pedestrian & Bicycle Master Plan
 - ▶ Public engagement activities
- ▶ Okanagan Rail Corridor Development Plan



A WELL-RUN CITY

- ▶ 2030 Infrastructure Plan
- ▶ Development Cost Charge update
- ▶ Capital Projects presentation & open house
 - ▶ kelowna.ca/cityprojects





A STRONG ECONOMY

Kelowna International Airport (YLW)

- ▶ 445,546 passengers
 - ▶ Up 7.8%
- ▶ Spring Travel Event
 - ▶ 2,500 attendees
- ▶ Acquired golf course for future land use
- ▶ Construction underway:
 - ▶ Expansion of terminal building & outbound baggage hall

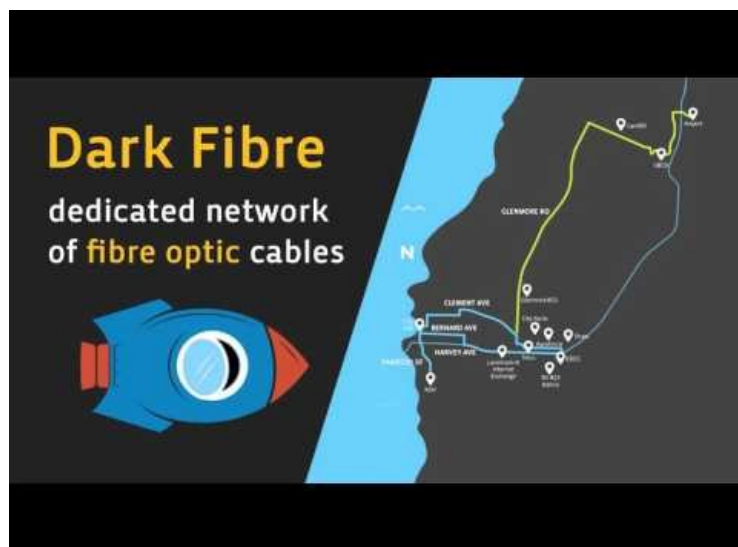
A STRONG ECONOMY

- ▶ Development applications up 30%
 - ▶ Busiest year since 2000
- ▶ Permits for 600 rental housing units
- ▶ \$130M in building permits

	2014	2015	2016
<i>Q1 building permits</i>	\$74M	\$113M	\$131M

A STRONG ECONOMY

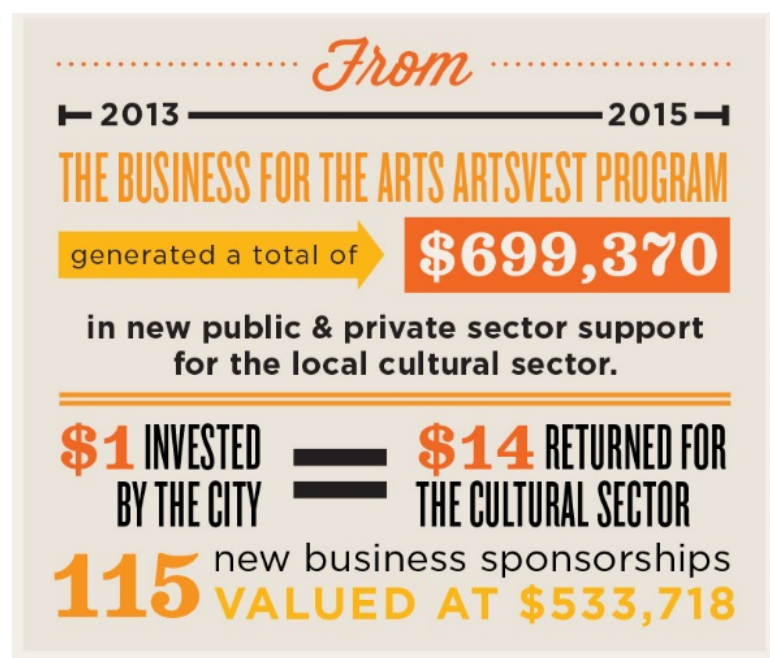
- ▶ QHR joins dark fibre network
- ▶ Business development
 - ▶ 244 enquiries
 - ▶ 15 site visits
 - ▶ 24 one-on-one follow ups



<https://youtu.be/gqNVsdG5018>
watch the video to learn about the
City's dark fibre network or visit
kelowna.ca/darkfibre

AN ACTIVE, INCLUSIVE CITY

- ▶ Cultural grants
- ▶ artsVest III
- ▶ Hosted 8 sport tournaments & events
- ▶ 13th annual Sport Hero Awards



AN ACTIVE, INCLUSIVE CITY

Active by Nature

kelowna.ca/activebynature

#ActivebyNature

Check out the [winter video!](#)



AN ACTIVE, INCLUSIVE CITY

▶ Kelowna Community Theatre & Black Box

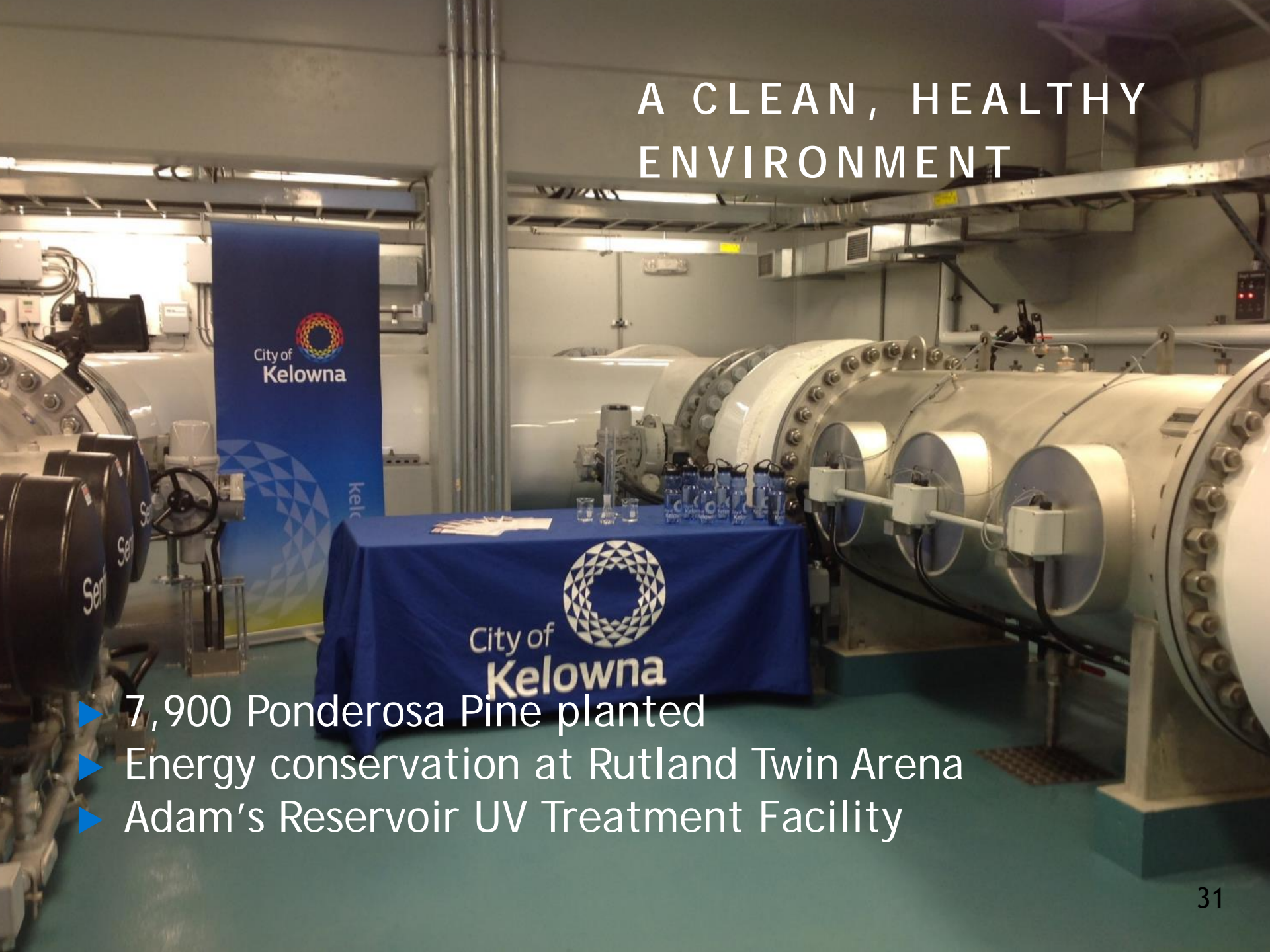
- ▶ Lighting improvements
- ▶ 26% increase in attendance
- ▶ 27 % increase in performances

▶ Highlights:

- ▶ Vance Joy, Jay Ingram, Naomi Klein, CBC's The Irrelevant Show, The Wailers & The Royal Winnipeg Ballet



A CLEAN, HEALTHY ENVIRONMENT



- ▶ 7,900 Ponderosa Pine planted
- ▶ Energy conservation at Rutland Twin Arena
- ▶ Adam's Reservoir UV Treatment Facility

RESILIENT, WELL-MANAGED INFRASTRUCTURE

Project updates

- ▶ Kelowna Police Services Building
 - ▶ Construction [timelapse](#)
- ▶ Parkades
- ▶ Munson Pond Park
- ▶ Rutland Centennial Park



RESILIENT, WELL-MANAGED INFRASTRUCTURE

Project updates, continued...

- ▶ Ethel Active Transportation Corridor
- ▶ Transit stop construction

Report to Council



Date: May 9, 2016
File: [RIM Classification Number]
To: City Manager
From: David Gatzke, Cemetery Manager
Subject: Kelowna Memorial Park Cemetery Bylaw Update

Recommendation:

THAT Council receives for information the report from the Cemetery Manager, dated May 9, 2016 recommending changes to the Kelowna Memorial Park Cemetery Bylaw 8807;

AND THAT Council gives reading consideration to Bylaw No. 11215 being amendment No. 7 to Kelowna Memorial Park Cemetery Bylaw No. 8807

Purpose:

To update the Kelowna Memorial Park Cemetery Bylaw with regards to the addition of new inventory, increasing interment capacity on certain burial lots, as well as some housekeeping and language updates.

Background:

During the development of the new Legacy Gardens interment precinct at Kelowna Memorial Park Cemetery (KMPC) an opportunity arose to add new types of niches to the project that were not identified in the initial design process. Specifically, a Family Niche that has a capacity to inter four cremated remains and a Family Vessel Niche that has the capacity to inter ten comingled remains.

Additionally, staff would like to increase the capacity of one of the casket burial sections to allow cremated remains to be buried above casketed remains. This practice is already in place for the majority of the cemetery's burial plots. The requested change will expand this practice to include an additional section of the cemetery.

The amended KMPC bylaw contains general language and housekeeping updates, as well as updates to definitions, fees and inventory:

Definitions

Definitions were changed to reflect the additional inventory included in Legacy Gardens - the Family Niche and the Family Vessel Niche.

Definitions were also updated to reflect additional capacities for large lots to include an additional two cremated remains in Section G7, Block 3.

Memorialization

A new section was added to specify the requirements/restrictions for memorialization for Legacy Garden niche shutters and Legacy Garden Family Vessel Niches.

New Fees

The following new fees have been added:

- Replacement Shutter fee for Legacy Gardens niches - This fee will be applied if a current niche owner has had a shutter (front stone panel for a niche) engraved and sells the niche back to the city. The existing engraved shutter will have to be replaced with a new blank shutter in order to make the niche appropriate for re-sale. There is a separate fee for an individual niche and a family niche (shutter is twice as wide as individual niche).
- Family Niche - This fee is for a new product. The Family Niche has the capacity to inter up to four cremated remains in one compartment. The size of this niche is twice the size of the regular niche and will be distinct from the outside by having a single shutter (door) span the distance of the entire compartment - twice the length of the regular niches shutters.
- Family Vessel Niches - This fee is for a new product. The Family Vessel Niche is an urn shaped niche that has the potential to contain up to ten (10) co-mingled cremated remains.
- Family Vessel Niche Plaques - Each interment in the Family Vessel Niche has an opportunity for memorialization on a bronze plaque.
- Mausoleum Bud Vase - This is an optional item that can be added to the memorialization plaque on the Legacy Garden Mausolea.
- Second Year Date Plate for Mausolea - the same fee currently applied when a second year date plate is added to a memorial plaque on a niche will be applied when a second year date plate is added to a memorial plaque on a mausolea.

Internal Circulation:

Legislative Services
Communications
Finance

Considerations not applicable to this report:

Legal/Statutory Authority:

Legal/Statutory Procedural Requirements:

Existing Policy:

Financial/Budgetary Considerations:

Personnel Implications:

External Agency/Public Comments:

Communications Comments:
Alternate Recommendation:

Submitted by:

David Gatzke, Cemetery Manager

Approved for inclusion:



Joe Creron, Divisional Director, Civic Operations

CITY OF KELOWNA

BYLAW NO. 11215

Amendment No. 7 to Cemetery Bylaw No. 8807

The Municipal Council of the City of Kelowna, in open meeting assembled, enacts that the City of Kelowna Amendment No. 7 to Cemetery Bylaw No. 8807 be amended as follows:

1. THAT PART 1 - GENERAL, 1.3 Definitions, 1.3.1 be amended by:

a) Adding a new definition for "Family Niche" in its appropriate location that reads:

"Family Niche" means each individual compartment to be used for the interment of up to four (4) cremated remains in a columbarium.

b) Adding a new definition for "Family Vessels" in its appropriate location that reads:

"Family Vessels" means an urn shaped niche designed for multiple interments.

c) Deleting the definition for "Legacy Gardens" that reads:

"Legacy Gardens" means the columbarium and mausolea in Section D surrounding the Bennett Memorial Columbarium which consists of 10 double side columbarium of 70 niches each, 4 columbarium of 20 niches each, 2 columbarium of 40 niches each, and 2 mausolea of 6 crypts each.

And replacing it with:

"Legacy Gardens" means the columbarium and mausolea in Section D surrounding the Bennett Memorial Columbarium which consists of 10 double side columbarium of 69 niches each, 4 columbarium of 19 niches each, 2 columbarium of 38 niches each, 2 mausolea of 6 crypts each, and two family vessels.

d) Deleting the definition for "Section G7 Block 5" that reads:

"Section G7 Block 5" consists of double-depth in-ground lawn crypts memorialized by either a flat ground or upright marker according to design of the row, with the option of 2 cremated remains inurned within a liner(s) over the lawn crypts once both casket interments have taken place. All other regulations are the same as for "Section G7".

And replacing it with:

"Section G7 Block 3 and Block 5" consists of double-depth in-ground lawn crypts memorialized by either a flat ground or upright marker according to design of the row, with the option of 2 cremated remains inurned within a liner(s) over the lawn crypts. All other regulations are the same as for "Section G7".

2. AND THAT PART 5 - PERMISSION TO INTER, EXHUME OR DISINTER, 5.3 Application for Permit, be deleted that reads:

"5.3 Application for Permit All applications for an interment permit must be made at least 24 hours (1 working day), and during the winter months from November 1 to March 15 of each year 48 hours (2 working days); the Pioneer Section requires 48 hours (2 working days) before the scheduled interment, to the Cemetery Manager between the hours of 8:00 a.m. and 4:00 p.m. on all days of the week except Saturday and Sunday, Statutory Holiday, and in cases of emergency, as described in Sections 5.5, 5.6 and 5.7 of this bylaw."

And replacing it with:

"5.3 Application for Permit. All applications for an interment permit must be made at least 48 hours (2 working days) in advance to the **Cemetery Manager** between the hours of 8:00 a.m. and 4:00 p.m. on all days of the week except Saturday and Sunday, Statutory Holiday, and in cases of emergency, as described in Sections 5.5, 5.6 and 5.7 of this bylaw."

3. AND THAT PART 6 - INTERMENT IN THE CEMETERY, 6.6 Number of Interments, be deleted that reads:

"6.6 Number of Interments In Sections C, D, E1, E2, E3 and G4 and in the upright monument portion of Sections A, B and E4 where the grave top is not covered by hard surfacing, two (2) casket interments plus two (2) cremations will be permitted in each large plot. In Section G1 and "G7 Blocks 1 and 3" Lawn Crypts, only two (2) interments are allowed. Section G7 Block 5 permits two (2) casketed interments (within the lawn crypt). An additional two (2) cremated remains may be inurned above the lawn crypt once it is full. An additional use fee will be applied for the third and subsequent burial in a single plot for these areas. The Garden Estates in Section G7 are exempt from the additional use fee."

And replacing it with:

"6.6 Number of Interments In Sections C, D, E1, E2, E3 and G4 and in the upright monument portion of Sections A, B and E4 where the grave top is not covered by hard surfacing, two (2) casket interments plus two (2) cremated remains will be permitted in each large plot. In sections with designated Small Plots (child's plot), one interment is permitted in each small plot.

In Section G1 and G7 Block 1 Lawn Crypts, only two (2) casketed interments are allowed.

Section G7 Block 3 and Block 5 permits two (2) casketed interments (within the lawn crypt) and an additional two (2) cremated remains inurned (in liners) above the lawn crypt. An additional use fee will be applied for the third and subsequent burials in a single plot for these areas.

If cremated remains are interred first, and a casket interment follows at a later date, a disinterment fee will be charged for the removal of each cremated remains in order to inter the casketed remains in the crypt. A concurrent interment fee will then be charged for each cremated remains re-interred once the casketed remains have been interred.

The Garden Estates in Section G7 are exempt from the additional use fee."

4. AND THAT PART 6 - INTERMENT IN THE CEMETERY, 6.10 Scattering of Cremated Remains, be amended by deleting the sentence that reads:

"All cremated remains that are placed in the scattering garden or ossuary are considered non-recoverable and commingled."

And replacing it with:

"All cremated remains that are placed in the scattering garden, alongside the scattering trail, or within the ossuary are considered non-recoverable and commingled."

5. AND THAT PART 6 - INTERMENT IN THE CEMETERY, 6.17, Legacy Gardens interment Garden, be amended by adding the word "section" after the words "Notwithstanding the provisions of this"

6. AND THAT PART 6 - INTERMENT IN THE CEMETERY, 6.20 Cremated Remains Container, be deleted that reads:

"6.20 Cremated Remains Container. For every interment of cremated remains in a container, the grave will be dug to a depth sufficient to ensure that there are not less than 30 centimetres of earth between the top of the container and the level of the ground surrounding the grave. For every interment of cremated remains in a vault-type Memorial Marker, the grave will be dug to a depth sufficient to ensure that the Memorial Marker, once installed, is level with the surface of the ground. For every interment of cremated remains in a **niche**, the container(s) for cremated remains shall be made of metal, stone, or porcelain and must be manufactured for the express purpose of containing cremated remains. A single container or combination of (2) two containers shall not exceed 27 cm high x 27 cm wide x 27 cm deep and for the **Bennett Memorial Columbarium**, the container(s) for cremated remains shall not exceed 27 cm high x 27 cm wide x 36 cm deep."

And replacing it with:

"6.20 Cremated Remains Container For every interment of cremated remains in a container, the grave will be dug to a depth sufficient to ensure that there are not less than 30 centimetres of earth between the top of the container and the level of the ground surrounding the grave. For every interment of cremated remains in a vault-type Memorial Marker, the grave will be dug to a depth sufficient to ensure that the Memorial Marker, once installed, is level with the surface of the ground. For every interment of cremated remains in a **niche**, the container(s) for cremated remains shall be made of metal, stone, or porcelain and must be manufactured for the express purpose of containing cremated remains.

Promontory Green: A single container or combination of (2) two containers shall not exceed 27 cm high x 27 cm wide x 27 cm deep

Bennett Memorial Columbarium: A single container or combination of (2) two containers shall not exceed \, 27 cm high x 27 cm wide x 36 cm deep.

Legacy Gardens: for **single niche** - A single container or combination of (2) two containers shall not 29cm high x 29cm wide x 29cm deep and for a **family niche** a single container or combination of (2) two to (4) four containers shall not exceed 29 cm high x 58cm wide x 29cm deep."

7. AND THAT PART 10 - ADORNMENT, 10.8 Specifications, (b) be amended by deleting the words "Infant/Stillborn or Cremation";
8. AND THAT KELOWNA MEMORIAL PARK CEMETERY'S FEE SCHEDULE "A" be deleted in its entirety and replaced with a new KELOWNA MEMORIAL PARK CEMETERY'S FEE SCHEDULE "A" as attached to and forming part of this bylaw;
9. AND THAT Schedule "F", Memorials, 6. be deleted that reads:

(ix) Legacy Gardens Columbarium

(ix) Legacy Gardens Columbarium

Niche Nameplates.

All Niches will be engraved.

(A) Where a niche plate is engraved, inscriptions shall be carved into the surface to a depth of 0.3 cm (1/8") in Roman Classic letters and figures.

(B) Inscriptions for companion niches shall be composed of six (6) lines centred.

(1) First line - to include family surname(s) in lettering 1 & ¼ inch in height;

(2) Second line - to include the given names(s) of the first inurnment in lettering 7/8 inch in height;

(3) Third line - to include year of birth and the year of death in lettering 7/8 inch in height;

- (4) Fourth line - to include the given name(s) of the second interment in lettering 7/8 inch in height;
- (5) Fifth line - to include year of birth and the year of death in lettering 7/8 inch in height;
- (6) Sixth line - to include a sentiment or phrase, in lettering 1/2 inch in height, that is in keeping with the dignity of the Cemetery, adjacent niches and community standards; and
- (7) All names, initials, title, rank, sentiment, phrases, etc are carved on the particular line as space permit.

And replacing it with:

(ix) Legacy Gardens Columbarium

All Niches will be engraved.
Inscriptions shall be carved into the surface in Palantino lettering.

Where only one interment will take place, inscriptions shall be composed of four (4) lines. Inscriptions for a niche with two interments in one niches shall be composed of either six (6) or eight (8) lines centred.

Inscriptions for family niches will be a doubling of the individual niche shutters on one shutter composed of either six (6) or eight (8) lines centered on equivalent of the dimensions of a single shutter.

Six line inscription:

- (1) First line – Starting 2.5 cm from the top of the shutter, to include full name in lettering 2cm in height;
- (2) Second line – to include year of birth and the year of death in lettering 1.5 cm in height;
- (3) Third and fourth line – centered in middle of the shutter, to include a sentiment or phrase, in lettering 1.5 cm in height, that is in keeping with the dignity of the Cemetery, adjacent niches and community standards;
- (4) Fifth line - to include full name in lettering 2cm in height;
- (5) Sixth line – to include year of birth and the year of death in lettering 1.5 cm in height;

Eight line inscription:

- (1) First line – starting 2.5 cm from the top of the shutter, to include full name in lettering 2cm in height;
- (2) Second line – to include year of birth and the year of death in lettering 1.5 cm in height;
- (3) Third and fourth line –to include a sentiment or phrase, in lettering 1.5 cm in height, that is in keeping with the dignity of the Cemetery, adjacent niches and community standards;
- (4) Fifth line - to include full name in lettering 2cm in height;
- (5) Sixth line – to include year of birth and the year of death in lettering 1.5 cm in height;
- (6) Seventh and Eight line – to include a sentiment or phrase, in lettering 1.5 cm in height, that is in keeping with the dignity of the Cemetery, adjacent niches and community standards;

Four line inscription:

- (1) First line – starting 2.5 cm from the top of the shutter, to include full name in lettering 2cm in height;
- (2) Second line – to include year of birth and the year of death in lettering 1.5 cm in height;
- (3) Third and fourth line -centered in the middle of the shutter, to include a sentiment or phrase, in lettering 1.5 cm in height, that is in keeping with the dignity of the Cemetery, adjacent niches and community standards.

10. AND THAT Schedule “F”, Memorials, 6. be amended by adding a new (x) Legacy Gardens Family Vessels in its appropriate location that reads:

“(x) Legacy Gardens Family Vessels

Vessel can be engraved with one family surname upon purchase

Each interment can memorialized with a 5.25x2.5 inch bronze plaque that will be installed on the base.

- (1) First line - to include family surname(s);
- (2) Second line - to include the given names of the interment
- (3) Third line - to include year of birth and the year of death
- (4) Fourth Line to include up to four word memorialization phrase”

11. This bylaw may be cited for all purposes as "Bylaw No. 11215 being Amendment No. 7 to Cemetery Bylaw No. 8807."

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

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

Adopted by the Municipal Council of the City of Kelowna this

Mayor

City Clerk

KELOWNA MEMORIAL PARK CEMETERY'S FEE SCHEDULE "A"

PRODUCT/SERVICE <i>Non-residents add 25% to all fees</i>		5% Annual Increase Effective 01/01/16	5% Annual Increase Effective 01/01/17	5% Annual Increase Effective 01/01/18
	2015 Base Fee	2016 Base Fee	2017 Base Fee	2018 Base Fee

CASKET PLOTS

*Grave liner required

UPRIGHT MARKER SECTIONS

G1, G7 Lawn Crypt

Right of Interment	\$2,142	\$2,249	\$2,362	\$2,480
Cemetery Replacement Fund	\$1,071	\$1,125	\$1,181	\$1,240
Cemetery Maintenance Fund	\$1,071	\$1,125	\$1,181	\$1,240
Total	\$4,284	\$4,499	\$4,724	\$4,960

G4 Large Plot *

Right of Interment	\$1,038	\$1,090	\$1,144	\$1,202
Cemetery Replacement Fund	\$519	\$545	\$572	\$601
Cemetery Maintenance Fund	\$519	\$545	\$572	\$601
Total	\$2,076	\$2,180	\$2,288	\$2,404

FLAT MARKER SECTIONS

G7 Lawn Crypt

Right of Interment	\$1,544	\$1,621	\$1,702	\$1,787
Cemetery Replacement Fund	\$772	\$811	\$851	\$894
Cemetery Maintenance Fund	\$772	\$811	\$851	\$894
Total	\$3,088	\$3,243	\$3,404	\$3,575

C,D,E, G4 Large Plot *

Right of Interment	\$741	\$778	\$817	\$858
Cemetery Replacement Fund	\$370	\$389	\$408	\$428
Cemetery Maintenance Fund	\$370	\$389	\$408	\$428
Total	\$1,481	\$1,556	\$1,633	\$1,714

DRY LANDSCAPE SECTIONS

A,B* - Existing inventory as of Dec. 1, 2015

Right of Interment	\$260	\$272	\$285	\$300
Cemetery Replacement Fund	\$129	\$136	\$143	\$150
Cemetery Maintenance Fund	\$129	\$136	\$143	\$150
Total	\$518	\$544	\$571	\$600

A,B* - Inventory returned to KMPC after Dec. 1, 2015

Right of Interment	\$741	\$778	\$817	\$858
Cemetery Replacement Fund	\$370	\$389	\$408	\$428
Cemetery Maintenance Fund	\$370	\$389	\$408	\$428
Total	\$1,481	\$1,556	\$1,633	\$1,714

SMALL PLOTS (Child's Plot)

Section A,C, D (3'x5')*

Right of Interment	\$188	\$197	\$207	\$218
Cemetery Replacement Fund	\$94	\$99	\$104	\$109
Cemetery Maintenance Fund	\$94	\$99	\$104	\$109
Total	\$376	\$395	\$415	\$436

ESTATE PLOTS

All Estate Plots Include: 2 Double Depth Lawn Crypts (space for 4 caskets), 8 Companion Cremation Plots (Space for 16 Urns), Marker Foundations
Section G7

PRIVATE ESTATE

Also Includes: Granite Bench, Arched Gate Feature - c/w
Bronze Name Plate , Garden Beds

Right of Interment	\$29,850	\$31,343	\$32,910	\$34,555
Cemetery Replacement Fund	\$14,926	\$15,672	\$16,456	\$17,279
Cemetery Maintenance Fund	\$14,926	\$15,672	\$16,456	\$17,279
Total	\$59,702	\$62,687	\$65,822	\$69,113

SEMI PRIVATE ESTATE

Also includes: Shared Granite Bench, Flower Beds

Right of Interment	\$22,018	\$23,119	\$24,275	\$25,489
Cemetery Replacement Fund	\$11,008	\$11,558	\$12,136	\$12,743
Cemetery Maintenance Fund	\$11,008	\$11,558	\$12,136	\$12,743
Total	\$44,034	\$46,235	\$48,547	\$50,975

IN-GROUND CREMATED REMAINS PLOT

*Grave liner required

COMPANION PLOTS (Space for 2 Urns)

Section C (1.5' x 2') & SECTION D (2.5' x 1.5')*

PLOT PRICE	\$249	\$261	\$275	\$288
CEMETERY REPLACEMENT FUND	\$124.50	\$131	\$137	\$144
CEMETERY MAINTENANCE FUND	\$124.50	\$131	\$137	\$144
Total	\$498	\$523	\$549	\$576

Section G5 / G6 *

Right of Interment	\$309	\$324	\$341	\$358
Cemetery Replacement Fund	\$154	\$162	\$170	\$178
Cemetery Maintenance Fund	\$154	\$162	\$170	\$178
Total	\$617	\$648	\$681	\$714

Section G3

Promontory Green Interment Garden Plot *

Right of Interment	\$401	\$421	\$442	\$464
Cemetery Replacement Fund	\$201	\$211	\$222	\$233
Cemetery Maintenance Fund	\$201	\$211	\$222	\$233
Total	\$803	\$843	\$886	\$930

FAMILY PLOTS (Space for 6 Urns)

Section G5 & G6*

Right of Interment	\$617	\$648	\$680	\$714
Cemetery Replacement Fund	\$309	\$324	\$341	\$358
Cemetery Maintenance Fund	\$309	\$324	\$341	\$358
Total	\$1,235	\$1,296	\$1,362	\$1,430

Section G3**Promontory Green Interment Garden Plot***

Right of Interment	\$741	\$778	\$817	\$858
Cemetery Replacement Fund	\$370	\$389	\$408	\$428
Cemetery Maintenance Fund	\$370	\$389	\$408	\$428
Total	\$1,481	\$1,556	\$1,633	\$1,714

MAUSOLEA**LEGACY GARDENS - Section D****Single Crypt (*no increase from 2015-2016)****Level 1**

Right of Interment	\$8538	\$8538	\$8,965	\$9,413
Cemetery Replacement Fund	\$6,830	\$6,830	\$7,171	\$7,529
Cemetery Maintenance Fund	\$1,707	\$1,707	\$1,792	\$1,882
Total	\$17,075	\$17,075*	\$17,928	\$18,824

Level 2

Right of Interment	\$8,803	\$8,803	\$9,242	\$9,705
Cemetery Replacement Fund	\$7,042	\$7,042	\$7,394	\$7,764
Cemetery Maintenance Fund	\$1,760	\$1,760	\$1,848	\$1,940
Total	\$17,605	\$17,605*	\$18,484	\$19,409

Level 3

Right of Interment	\$8,902	\$8,902	\$9,346	\$9,813
Cemetery Replacement Fund	\$7,120	\$7,120	\$7,477	\$7,851
Cemetery Maintenance Fund	\$1,780	\$1,780	\$1,869	\$1,962
Total	\$17,802	\$17,802*	\$18,692	\$19,626

PROMONTORY GREEN - Section G2**Single Crypt - Includes Standard Crypt Plate, Vase, Open/Close****Fee and Second Year Date Plate****Level 1**

Right of Interment	\$6,300	\$6,615	\$6,946	\$7,293
Cemetery Replacement Fund	\$5,040	\$5,292	\$5,557	\$5,834
Cemetery Maintenance Fund	\$1,261	\$1,324	\$1,390	\$1,460
Total	\$12,601	\$13,231	\$13,893	\$14,587

Level 2

Right of Interment	\$7,560	\$7,938	\$8,335	\$8,752
Cemetery Replacement Fund	\$6,048	\$6,350	\$6,668	\$7,001
Cemetery Maintenance Fund	\$1,512	\$1,588	\$1,667	\$1,750
Total	\$15,119	\$15,876	\$16,670	\$17,503

Level 3

Right of Interment	\$7,121	\$7,477	\$7,851	\$8,243
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Cemetery Replacement Fund	\$5,696	\$5,981	\$6,280	\$6,594
Cemetery Maintenance Fund	\$1,423	\$1,494	\$1,569	\$1,647
Total	\$14,240	\$14,952	\$15,700	\$16,484

Couch Crypt - Includes Standard Crypt Plate, Vase,
Open/Close Fee and Second Year Date Plate

Level 1, 2, and 3

Right of Interment	\$10,495	\$11,020	\$11,571	\$12,149
Cemetery Replacement Fund	\$8,396	\$8,816	\$9,257	\$9,719
Cemetery Maintenance Fund	\$2,099	\$2,204	\$2,314	\$2,430
Total	\$20,990	\$22,040	\$23,142	\$24,298

NICHES

LEGACY GARDENS - Section D

Phase One (*no increase from 2015-2016)

Level 1

Right of Interment	\$1,623	\$1,623	\$1,704	\$1,788
Cemetery Replacement Fund	\$1,298	\$1,298	\$1,363	\$1,431
Cemetery Maintenance Fund	\$324	\$324	\$340	\$358
Total	\$3,245	\$3,245*	\$3,407	\$3,577

Level 2

Right of Interment	\$1,793	\$1,793	\$1,882	\$1,976
Cemetery Replacement Fund	\$1,434	\$1,434	\$1,506	\$1,581
Cemetery Maintenance Fund	\$358	\$358	\$376	\$395
Total	\$3,585	\$3,585 *	\$3,764	\$3,952

Level 3/4/5

Right of Interment	\$1,899	\$1,899	\$1,995	\$2,094
Cemetery Replacement Fund	\$1,520	\$1,520	\$1,595	\$1,675
Cemetery Maintenance Fund	\$379	\$379	\$3,98	\$4,18
Total	\$3,798	\$3,798 *	\$3,988	\$4,187

Family Niches

Level 3/4/5

Right of Interment		\$3,988	\$4,187	\$4,396
Cemetery Replacement Fund		\$3,190	\$3,349	\$3,517
Cemetery Maintenance Fund		\$797	\$837	\$879
Total		\$7,975	\$8,373	\$8,792

Family Vessels - Includes One Family name engraved on vessel

Right of Interment		\$6,225	\$6,536	\$6,863
Cemetery Replacement Fund		\$4,980	\$5,229	\$5,491
Cemetery Maintenance Fund		\$1,244	\$1,307	\$1,372
Total		\$12,449	\$13,072	\$13,726

BENNETT MEMORIAL

Concord - Includes Bronze Wreath and birth year date plate

Right of Interment	\$1,396	\$1,466	\$1,539	\$1,616
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Cemetery Replacement Fund	\$698	\$733	\$770	\$808
Cemetery Maintenance Fund	211	\$222	\$233	\$244
Total	\$2,365	\$2,483	\$2,607	\$2,738

Curved Wall -Includes Open/Close Fee

Level 1

Right of Interment	\$1,544	\$1,621	\$1,702	\$1,787
Cemetery Replacement Fund	\$1,236	\$1,298	\$1,363	\$1,431
Cemetery Maintenance Fund	\$309	\$324	\$341	\$358
Total	\$3,089	\$3,242	\$3,405	\$3,575

Level 2

Right of Interment	\$1,636	\$1,769	\$1,858	\$1,951
Cemetery Replacement Fund	\$1,310	\$1,415	\$1,486	\$1,560
Cemetery Maintenance Fund	\$317	\$353	\$370	\$389
Total	\$3,273	\$3,537	\$3,714	\$3,900

Level 3

Right of Interment	\$1,699	\$1,784	\$1,873	\$1,967
Cemetery Replacement Fund	\$1,359	\$1,427	\$1,498	\$1,573
Cemetery Maintenance Fund	\$306	\$321	\$337	\$354
Total	\$3,364	\$3,532	\$3,709	\$3,894

Round Unit - Includes Open/Close Fee

Level 1 & 6

Right of Interment	\$1,544	\$1,621	\$1,702	\$1,787
Cemetery Replacement Fund	\$1,236	\$1,298	\$1,363	\$1,431
Cemetery Maintenance Fund	\$309	\$324	\$341	\$358
Total	\$3,089	\$3,242	\$3,405	\$3,575

Level 2 &5

Right of Interment	\$1,636	\$1,718	\$1,804	\$1,894
Cemetery Replacement Fund	\$1,310	\$1,376	\$1,444	\$1,516
Cemetery Maintenance Fund	\$327	\$343	\$361	\$379
Total	\$3,273	\$3,437	\$3,608	\$3,789

Level 3&4

Right of Interment	\$1,699	\$1,784	\$1,873	\$1,967
Cemetery Replacement Fund	\$1,359	\$1,427	\$1,498	\$1,573
Cemetery Maintenance Fund	\$306	\$321	\$337	\$354
Total	\$3,364	\$3,532	\$3,709	\$3,894

PROMONTORY GREEN INTERMENT GARDEN

Section G2 - Includes Standard Niche Plate, Second Year Date Plate and Open/Close fee

LEVEL 1

Right of Interment	\$1,544	\$1,621	\$1,702	\$1,787
Cemetery Replacement Fund	\$1,236	\$1,298	\$1,363	\$1,431
Cemetery Maintenance Fund	\$309	\$324	\$341	\$358
Total	\$3,089	\$3,242	\$3,405	\$3,575

Level 2

Right of Interment	\$1,636	\$1,718	\$1,804	\$1,894
Cemetery Replacement Fund	\$1,310	\$1,376	\$1,444	\$1,516
Cemetery Maintenance Fund	\$327	\$343	\$361	\$379
Total	\$3,273	\$3,437	\$3,608	\$3,789

Level 3

Right of Interment	\$1,699	\$1,784	\$1,873	\$1,967
Cemetery Replacement Fund	\$1,359	\$1,427	\$1,498	\$1,573
Cemetery Maintenance Fund	\$306	\$321	\$337	\$354
Total	\$3,364	\$3,532	\$3,709	\$3,894

Level 4

Right of Interment	\$1,636	\$1,718	\$1,804	\$1,894
Cemetery Replacement Fund	\$1,310	\$1,376	\$1,444	\$1,516
Cemetery Maintenance Fund	\$327	\$343	\$361	\$379
Total	\$3,273	\$3,437	\$3,608	\$3,789

SCATTERING

PROMONTORY GREEN INTERMENT GARDEN SCATTERING GARDEN OSSUARY or SCATTERING TRAIL

Scattering Only

Right of Interment	\$75	\$79	\$83	\$87
Cemetery Replacement Fund	\$39	\$41	\$43	\$45
Cemetery Maintenance Fund	\$39	\$41	\$43	\$45
Total	\$153	\$161	\$169	\$177

Scattering with Name Plate

Right of Interment	\$279	\$293	\$308	\$323
Cemetery Replacement Fund	\$141	\$148	\$155	\$163
Cemetery Maintenance Fund	\$141	\$148	\$155	\$163
Total	\$561	\$589	\$619	\$649

Promontory Green Memorial Wall Space - Name Plate Only

Right of Interment	\$279	\$293	\$308	\$323
Cemetery Replacement Fund	\$141	\$148	\$155	\$163
Cemetery Maintenance Fund	\$141	\$148	\$155	\$163
Total	\$561	\$589	\$619	\$649

PRODUCT/SERVICES <i>Non-residents add 25% to all fees</i>		5% Annual Increase	5% Annual Increase	5% Annual Increase
	2015 Fee	2016 Fee	2017 Fee	2018 Fee

INTERMENT PERMIT

Open/Close Fees

Casket - Burial	\$816	\$857	\$900	\$945
Casket - Mausoleum	\$850	\$892	\$936	\$982
Cremated Remains - In-ground	\$357	\$375	\$394	\$413
Cremated Remains - Niche	\$357	\$375	\$394	\$413
Children Under 12 Years of Age - interred in a designated Child Plot (SMALL PLOTS - Section A,C, D (3'x5'))	\$ 0	\$ 0	\$ 0	\$ 0

Concurrent Interment Per

Casket	\$408	\$428	\$449	\$471
Cremated Remains - in-ground	\$179	\$187	\$196	\$205
Cremated Remains - niche	\$138	\$144	\$151	\$158

Additional Fees

Interments After 3PM	\$459	\$482	\$506	\$531
Weekend/Holiday Services	\$816	\$857	\$900	\$945
Deepening Large Plot	\$1,236	\$1,298	\$1,363	\$1,431
Deepening Cremation Plot	\$309	\$324	\$341	\$358
Additional Use Fee (3RD/+ INTERMENT for in-ground plots)	\$309	\$324	\$341	\$358

DISINTERMENT PERMIT

Casket	\$1,236	\$1,298	\$1,363	\$1,431
Cremated Remains	\$309	\$395	\$415	\$435

ADMINISTRATIVE FEES

Transferring a Plot/Surrendering a Plot/Add Name to Reservation	\$62	\$65	\$68	\$72
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LINERS

Standard Size	\$494	\$519	\$545	\$572
Child's Liner	\$186	\$195	\$205	\$215
Cremation Liners (in ground)	\$154	\$162	\$170	\$178
Handling and Placing Liners (vaults) Supplied by Funeral Homes	\$309	\$324	\$341	\$358

MEMORIALS

Marker Permit - Installation of Markers by the City in Sections C, D, E1,E2,E3,G3,G4,G5 & G6

Cemetery Maintenance Fund	\$128	\$134	\$141	\$148
Installation	\$191	\$201	\$211	\$221
Total	\$319	\$335	\$352	\$369

Marker Permit - Installation of Markers by Others in Sections A, B and Upright Marker Sections of Section G

	\$186	\$195	\$205	\$215
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Marker Modification Permit - Resetting/Removal/Reinstallation of Marker

	\$62	\$65	\$68	\$72
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Disposal of Marker	\$84	\$88	\$93	\$97
Engraving of Shutter (niche - each occurrence)	\$235	\$247	\$259	\$272
Supply Second Year Date Plate for Niche/Mausolea	\$153	\$161	\$169	\$177
Replacement Shutter - Single Niche - Legacy Gardens		\$70	\$74	\$78
Replacement Shutter - Double Niche - Legacy Gardens		\$140	\$147	\$154
Family Vessel Plaques Per - Legacy Gardens		\$280	\$294	\$309

VASES

Bud Vase - Niches	\$201	\$211	\$222	\$233
Bud Vase - Mausolea		\$314	\$330	\$347
In-Ground Galvanized Flower Vase	\$64	\$67	\$71	\$74
In-Ground Galvanized Flower Vase - Supplied by Funeral Home	\$25	\$26	\$28	\$29

ADDITIONAL SERVICES

Canopy Service (Second Tent)	\$105	\$110	\$116	\$122
To Supply Pall Bearer Per (Two Employees)	\$91	\$96	\$100	\$105

Dedication Program

Memorial Tree (with plaque at cemetery only -) -includes scattering of ashes at KMPC Scattering Garden or Trail	\$1,122	\$1,178	\$1,237	\$1,299
Memorial Tree (no plaque - all sites besides KMPC)	\$1,122	\$1,178	\$1,237	\$1,299
Memorial Bench (with plaque)	\$2,550	\$2,678	\$2,811	\$2,952
Memorial Bench (existing bench, adding a plaque)	\$1850	\$1943	\$2040	\$2142
Adding Second Plaque to Existing Memorial Bench or Tree	\$620	\$651	\$684	\$718
Memorial Table (with plaque)	\$2,550	\$2,678	\$2,811	\$2,952

Report to Council



Date: 5/9/2016
File: 1110-61-025
To: City Manager
From: J. Säufferer, Manager, Real Estate Services
Subject: Proposed Road Closure - adjacent to Highway 97 North
Report Prepared by: R. W. Smith, Property Officer II

Recommendation:

THAT Council receive for information, the Report from the Manager; Real Estate Services dated May 9, 2016, recommending that Council adopt the proposed road closure to close an unused portion of roadway adjacent to Highway 97 North;

AND FURTHER THAT Bylaw No. 11232, being the proposed road closure of a portion on unused roadway adjacent to Highway 97 North, be given reading consideration.

Purpose:

To close portions of surplus roadway adjacent to Highway 97 North and transfer the same to the City as titled lots.

Background:

The subject property (the 0.785 hectare and 0.240 hectare areas shown as Parcel 1 Closed Road and Parcel 2 Closed Road, respectively, on the attached Plan EPP61099) was originally dedicated as roadway at the time of subdivision of the parent parcel in 2000.

The City's Real Estate Department was recently advised by the Suburban and Rural Planning Department that the subject area - which was never constructed as roadway - has significant riparian and flood protection value, due to its proximity to Mill Creek. As such, in order to best protect the environmental significance of this area, Staff are pursuing a road closure to create titled lots under the care and control of the City.

The road closure survey plan for bylaw approval is included as Schedule 'A'.

Financial/Budgetary Considerations:

Legal and survey costs associated with the proposed road closure will be borne by the City.

Legal/Statutory Authority:

Community Charter, Section 26 and 40

Internal Circulation:

Manager, Transportation & Mobility
Manager, Development Engineering
Manager, Suburban and Rural Planning

Considerations not applicable to this report:

Legal/Statutory Procedural Requirements:

Existing Policy:

Personnel Implications:

External Agency/Public Comments:

Communications Comments:

Alternate Recommendation:

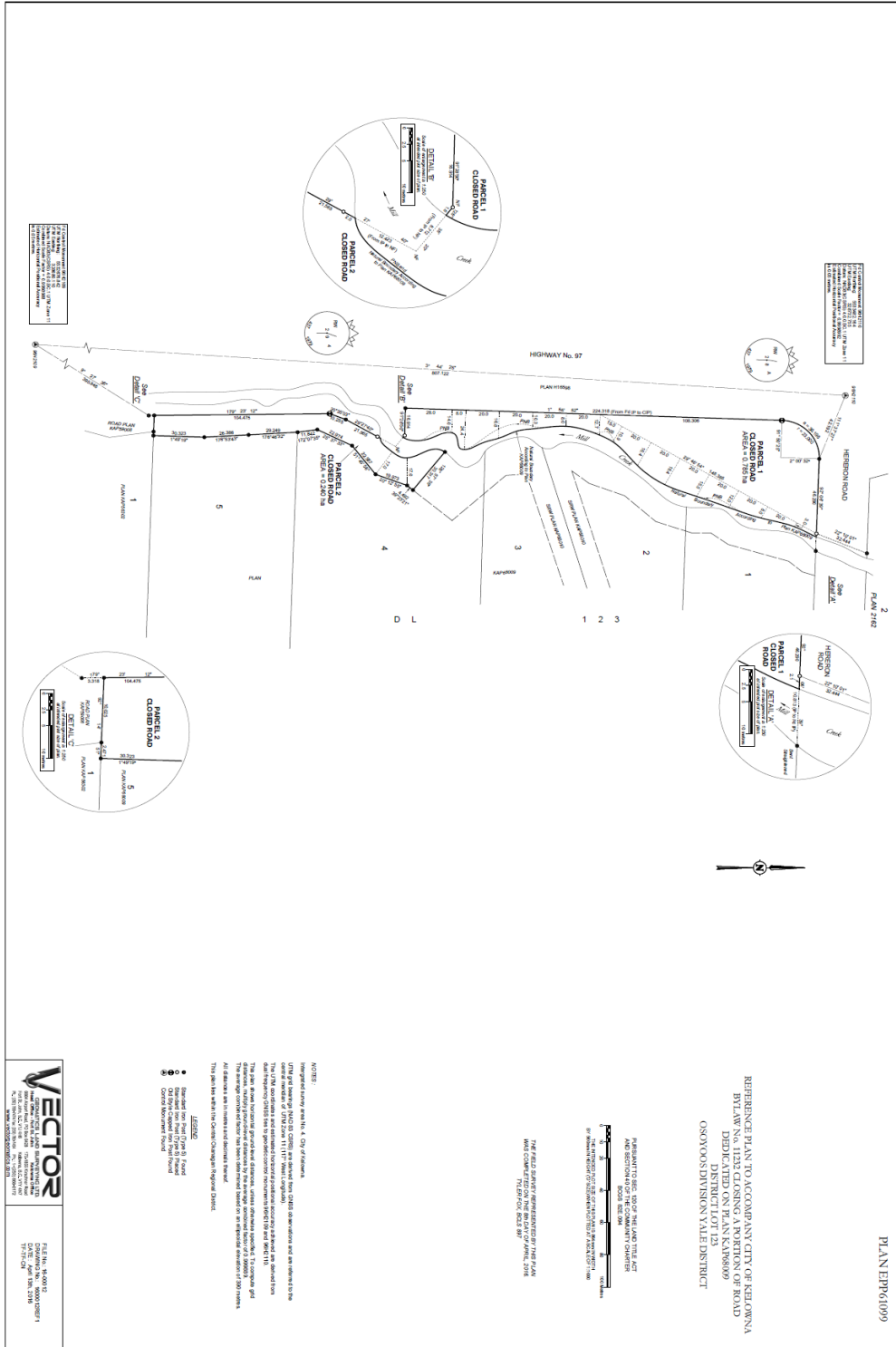
Submitted by: J. Säufferer, Manager, Real Estate Services

Approved for inclusion: D. Edstrom, Director, Real Estate

Attachments: 1. Schedule A - Road Closure Survey Plan

cc: M. Hasan, Transportation & Mobility Manager
S. Muenz, Development Engineering Manager
T. Cashin, Suburban and Rural Planning Manager

Schedule A



PLAN EHP61099

REFERENCE PLAN TO ACCOMPANY CITY OF KELOWNA
 BY-LAW NO. 11212 CLOSING A PORTION OF ROAD
 DEDICATED ON PLAN K8068609
 OSOYWOOD DIVISION VALE DISTRICT

AS SHOWN TO THE LOCAL INLAND TRAIL ACT
 AND THE ROAD ACT
 ROAD SIDE 9M
 ROAD WIDTH 12M
 ROAD CENTERLINE TO CENTERLINE DISTANCE 12M

THE FIELD SURVEY REPRESENTED BY THIS PLAN
 WAS CONDUCTED BY THE SURVEYOR
 ON THE 15th DAY OF OCTOBER 2018

NOTES:
 1. All dimensions are in meters unless otherwise specified.
 2. The 1:1000 scale drawings are for reference only and are not to be used for construction purposes.
 3. The 1:100 scale drawings are for construction purposes and are to be used for construction purposes.
 4. The 1:50 scale drawings are for construction purposes and are to be used for construction purposes.
 5. All dimensions are in meters unless otherwise specified.
 6. The 1:1000 scale drawings are for reference only and are not to be used for construction purposes.
 7. The 1:100 scale drawings are for construction purposes and are to be used for construction purposes.
 8. The 1:50 scale drawings are for construction purposes and are to be used for construction purposes.

VECTOR
 CONSULTANTS AND ENGINEERS
 1000 BURNHAMTHORPE AVENUE
 SUITE 100
 VICTORIA, BC V8W 2R9
 TEL: 250-383-8888
 FAX: 250-383-8889
 WWW.VECTORSURVEYORS.COM

CITY OF KELOWNA

BYLAW NO. 11232

Road Closure and Removal of Highway Dedication Bylaw
(Portion of Highway 97 N)

A bylaw pursuant to Section 40 of the Community Charter to authorize the City to permanently close and remove the highway dedication of a portion of highway on Highway 97 N

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

1. That portion of highway attached as Schedule "A" comprising 1.025 ha shown in bold black as Closed Road on the Reference Plan prepared by Tyler Fox, B.C.L.S., is hereby stopped up and closed to traffic and the highway dedication removed.
2. The Mayor and City Clerk of the City of Kelowna are hereby authorized to execute such conveyances, titles, survey plans, forms and other documents on behalf of the said City as may be necessary for the purposes aforesaid.

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

Approved Pursuant to Section 41(3) of the Community Charter this

(Approving Officer-Ministry of Transportation)

Adopted by the Municipal Council of the City of Kelowna this

Mayor

City Clerk

CITY OF KELOWNA

BYLAW NO. 11234

**Housing Agreement Authorization Bylaw - Unico One
Developments Ltd., Inc. No. BC0990537 - 125 Dundas Road**

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

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

1. The Municipal Council hereby authorizes the City of Kelowna to enter into a Housing Agreement with Unico One Developments Ltd., Inc. No. BC0990537 for the lands known as Lot 1, Section 22, Township 26, ODYD, Plan EPP51775 located on 125 Dundas Road, Kelowna, B.C., a true copy of which is attached to and forms part of this bylaw as Appendix "A".
2. The Mayor and City Clerk are hereby authorized to execute the attached agreement as well as any conveyances, deeds, receipts or other documents in connection with the attached agreement.
3. This bylaw shall come into full force and effect and is binding on all persons as and from the date of adoption.

Read a first, second and third time by the Municipal Council this 2nd day of May, 2016.

Adopted by the Municipal Council of the City of Kelowna this

Mayor

City Clerk

Appendix "A"

Page 1

PURPOSE-BUILT RENTAL HOUSING AGREEMENT

THIS AGREEMENT dated for reference _____ affects:

LEGAL DESCRIPTION OF PROPERTY SUBJECT TO THE AGREEMENT:

Lot 1 Section 22 Township 26 ODYD Plan EPP51775

("Land")

And is

BETWEEN: Unico One Developments Ltd., a business located at
101 – 1865 Dilworth Drive, Suite #351, Kelowna, BC V1Y 9T1

("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 self-contained building(s) containing five or more Dwelling Units that are intended to be used for rental housing and does not include buildings that are stratified; 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 must 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) performance of this Agreement by the Owner is a condition, as contemplated by s. 482 of the *Local Government Act*, of the Owner becoming entitled to certain density bonuses respecting

development of the Land, which density bonuses the Owner acknowledges are a benefit to the Owner; and

- (c) 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**

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

- (a) The Land must be used only in accordance with this Agreement;
- (b) The Owner will design, construct and maintain a building or buildings providing 23 Dwelling Units as purpose-built rental housing;
- (c) The Owner acknowledges that the City will not support applications to stratify the building and allow the identified purpose-built rental dwellings 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**

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

- (a) the Owner must not sell or transfer, or agree to sell or transfer, any interest in any building containing purpose built rental Dwelling Unit(s) 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 identified purpose- built rental Dwelling Unit(s) are available in accordance with this Agreement.

**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; and
- (c) once such a notice is filed, this Agreement binds all persons who acquire an interest in the Land.
- (d) should the owner request that the notice of this agreement be lifted from the title of the Land, ensuring that the request is made no sooner than ten (10) years from the date of this agreement, repayment of any rental grant received from the City will be required. Funds received would be directed to the 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 must 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 must 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 shall 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:)

K. Brunet)
Signature of Witness)

Kimberly Brunet)
Print Name)

1435 Water St, Kelowna BC)
Address)

Planning Technician)
Occupation)

KIMBERLY BRUNET
A COMMISSIONER FOR TAKING
AFFIDAVITS FOR BRITISH COLUMBIA
1435 Water Street, Kelowna, BC

"OWNER"
by its authorized signatories:

[Signature]
PER: UNICO ONE DEVELOPMENTS LTD.
DAVID HALLOWQUIST
Print Name:

Print Name:

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

Signature of Witness)

Print Name)

Address)

Occupation)

CITY OF KELOWNA
by its authorized signatories:

Mayor

City Clerk

CITY OF KELOWNA

BYLAW NO. 11235

Housing Agreement Authorization Bylaw - National Society of Hope, Inc. No. S0025475 - 2065 Benvoulin Court

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

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

1. The Municipal Council hereby authorizes the City of Kelowna to enter into a Housing Agreement with National Society of Hope, Inc. No. S0025475 for the lands known as Lot 1, District Lot 128, ODYD, Plan EPP37196 located on 2065 Benvoulin Court, Kelowna, B.C., a true copy of which is attached to and forms part of this bylaw as Appendix "A".
2. The Mayor and City Clerk are hereby authorized to execute the attached agreement as well as any conveyances, deeds, receipts or other documents in connection with the attached agreement.
3. This bylaw shall come into full force and effect and is binding on all persons as and from the date of adoption.

Read a first, second and third time by the Municipal Council this 2nd day of May, 2016.

Adopted by the Municipal Council of the City of Kelowna this

Mayor

City Clerk

Appendix "A"

Page 1

PURPOSE-BUILT RENTAL HOUSING AGREEMENT

THIS AGREEMENT dated for reference _____ affects:

LEGAL DESCRIPTION OF PROPERTY SUBJECT TO THE AGREEMENT:

Lot 1 District Lot 128, ODYD Plan EPP37196

("Land")

And is located at 2065 Benvoulin Court, Kelowna, B.C. V1W 2C7

BETWEEN:

National Society of Hope S-25475
#101 – 2055 Benvoulin Court,
Kelowna, B.C. V1W 2C7
("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 self-contained building(s) containing five or more Dwelling Units that are intended to be used for rental housing

"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 must 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**

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

- (a) The Land must be used only in accordance with this Agreement;
- (b) The Owner will design, construct and maintain a building or buildings providing 78 Dwelling Units as Purpose-Built Rental Housing;
- (c) No building on the Land may be subdivided by means of a strata plan for a period of ten (10) years from the date of this agreement.
- (d) Despite subsection (c), and with the prior approval of the City's Council under section 242 of the Strata Property Act in the case of a building that has been previously occupied, a building may be subdivided by a strata plan for the sole purpose of transferring the strata lots to the Provincial Rental Housing Corporation. Any such strata lot must be used and maintained as Purpose-Built Rental Housing in accordance with subsection (b)

**ARTICLE 3
HOUSING AGREEMENT AND TRANSFER RESTRICTIONS**

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

- (a) the Owner must not, other than as set out in section 2.0 (d) sell or transfer, or agree to sell or transfer, any interest in any building containing Purpose-Built Rental Dwelling Unit(s) 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 identified Purpose-Built Rental Dwelling Unit(s) are available in accordance with this Agreement.

**ARTICLE 4
GENERAL**

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

- (c) this Agreement constitutes a housing agreement entered into under s. 483 of the *Local Government Act*;
- (d) 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; and the notice of housing agreement may not be released from title to the Land, and this Agreement may not be terminated, sooner than ten (10) years from the date of this Agreement;
- (d) repayment of any rental grant received from the City will be required if this Agreement is terminated and the notice of housing agreement is released from title to the Lands. Funds received would be directed to the 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 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.
- 4.4 Notice** - Any notice which may be or is required to be given under this Agreement must 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 must 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 shall 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:)

Kim Brunet)
Signature of Witness)

Kim Brunet)
Print Name)

1435 Water St)
Address)

Planning Technician)
Occupation)

"OWNER"
by its authorized signatories:

[Signature]

Lorne Gerber, President

Print Name:

[Signature]

Ken Zeitner, Chief Financial Officer

Print Name:

KIMBERLY BRUNET
A COMMISSIONER FOR TAKING
AFFIDAVITS FOR BRITISH COLUMBIA
1435 Water Street, Kelowna, BC

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

_____)
Signature of Witness)

_____)
Print Name)

_____)
Address)

_____)
Occupation)

CITY OF KELOWNA
by its authorized signatories:

_____)
Mayor

_____)
City Clerk

CITY OF KELOWNA

BYLAW NO. 11236

**Housing Agreement Authorization Bylaw - Ki-Low-Na
Friendship Society - 1745 Chapman Place**

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

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

1. The Municipal Council hereby authorizes the City of Kelowna to enter into a Housing Agreement with Ki-Low-Na Friendship Society for the lands known as Lot 2, District Lot 139, ODYD, Plan KAP92715 Except Plan EPP40150 located on 1745 Chapman Place, Kelowna, B.C., a true copy of which is attached to and forms part of this bylaw as Appendix "A".
2. The Mayor and City Clerk are hereby authorized to execute the attached agreement as well as any conveyances, deeds, receipts or other documents in connection with the attached agreement.
3. This bylaw shall come into full force and effect and is binding on all persons as and from the date of adoption.

Read a first, second and third time by the Municipal Council this 2nd day of May, 2016.

Adopted by the Municipal Council of the City of Kelowna this

Mayor

City Clerk

Appendix "A"

Page 1

PURPOSE-BUILT RENTAL HOUSING AGREEMENT

THIS AGREEMENT dated for reference _____ affects:

LEGAL DESCRIPTION OF PROPERTY SUBJECT TO THE AGREEMENT:

Parcel Identifier: 028-791-649, LOT 2, DISTRICT LOT 139, OSOYOOS DIVISION YALE
DISTRICT PLAN KAP92715 EXCEPT PLAN EPP40150

("Land")

And is

BETWEEN:

KI-LOW-NA FRIENDSHIP SOCIETY, having its offices at 442 Leon Avenue, Kelowna,
B.C. V1Y 6J3

("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 leaseholder of the Lands from time to time and any parcels into which the Lands are subdivided;

"Purpose-Built Rental Housing" means a self-contained building(s) containing five or more Dwelling Units that are intended to be used for rental housing

"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 must 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**

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

- (a) The Land must be used only in accordance with this Agreement;
- (b) The Owner will design, construct and maintain a building or buildings providing 86 Dwelling Units as Purpose-Built Rental Housing;
- (c) No building on the Land may be subdivided by means of a strata plan for a period of ten (10) years from the date of this agreement.
- (d) Despite subsection (c), and with the prior approval of the City's Council under section 242 of the Strata Property Act in the case of a building that has been previously occupied, a building may be subdivided by a strata plan for the sole purpose of transferring the strata lots to the Provincial Rental Housing Corporation. Any such strata lot must be used and maintained as Purpose-Built Rental Housing in accordance with subsection (b)

**ARTICLE 3
HOUSING AGREEMENT AND TRANSFER RESTRICTIONS**

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

- (a) the Owner must not, other than as set out in section 2.0 (d) sell or transfer, or agree to sell or transfer, any interest in any building containing Purpose-Built Rental Dwelling Unit(s) 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 identified Purpose-Built Rental Dwelling Unit(s) are available in accordance with this Agreement.

**ARTICLE 4
GENERAL**

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

- (c) this Agreement constitutes a housing agreement entered into under s. 483 of the *Local Government Act*;
- (d) 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; and the notice of housing agreement may not be released from title to the Land, and this Agreement may not be terminated, sooner than ten (10) years from the date of this Agreement;
- (d) repayment of any rental grant received from the City will be required if this Agreement is terminated

and the notice of housing agreement is released from title to the Lands. Funds received would be directed to the 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 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.
- 4.4 Notice** - Any notice which may be or is required to be given under this Agreement must 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 must 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 shall 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:)

Cameron Martin)
Signature of Witness)

CAMERON MARTIN)
Print Name)

864 Sutherland Ave)
Kelowna)
Address)

Non-profit Manager)
Occupation)

"OWNER"
by its authorized signatories:

Edna M. Terbasket

Edna Terbasket
Print Name:

Christina Verhagen

Christina Verhagen
Print Name:

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

_____)
Signature of Witness)

_____)
Print Name)

_____)
Address)

_____)
Occupation)

CITY OF KELOWNA
by its authorized signatories:

_____)
Mayor

_____)
City Clerk

CITY OF KELOWNA

BYLAW NO. 11237

Housing Agreement Authorization Bylaw - Okanagan Metis & Aboriginal Housing Society - 1170 Hwy 33 W

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

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

1. The Municipal Council hereby authorizes the City of Kelowna to enter into a Housing Agreement with Okanagan Metis & Aboriginal Housing Society for the lands known as Parcel B (Plan B1566) of Lot 4, Sections 26 and 27, Township 26, ODYD, Plan 426, Except Plans 8449, 21711, 24898, KAP58053 and KAP58054 located on 1170 Hwy 33 W, Kelowna, B.C., a true copy of which is attached to and forms part of this bylaw as Appendix "A".
2. The Mayor and City Clerk are hereby authorized to execute the attached agreement as well as any conveyances, deeds, receipts or other documents in connection with the attached agreement.
3. This bylaw shall come into full force and effect and is binding on all persons as and from the date of adoption.

Read a first, second and third time by the Municipal Council this 2nd day of May, 2016.

Adopted by the Municipal Council of the City of Kelowna this

Mayor

City Clerk

Appendix "A"

Page 1

PURPOSE-BUILT RENTAL HOUSING AGREEMENT

THIS AGREEMENT dated for reference _____ affects:

LEGAL DESCRIPTION OF PROPERTY SUBJECT TO THE AGREEMENT:

Parcel B (B1566) of Lot 4, Sections 26 and 27, Township 26, ODYD, Plan 426, Except Plans 8449, 21711, 24898, KAP58053 and KAP58054, PID: 012-394-131

And is

BETWEEN:

Okanagan Metis & Aboriginal Housing Society
#240 - 1855 Kirschner Road, Kelowna, BC V1Y 4N7
("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 self-contained building(s) containing five or more Dwelling Units that are intended to be used for rental housing and does not include buildings that are stratified; 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 must 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) performance of this Agreement by the Owner is a condition, as contemplated by s. 482 of the *Local Government Act*, of the Owner becoming entitled to certain density bonuses respecting

development of the Land, which density bonuses the Owner acknowledges are a benefit to the Owner; and

- (c) 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**

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

- (a) The Land must be used only in accordance with this Agreement;
- (b) The Owner will design, construct and maintain a building or buildings providing 72 Dwelling Units as purpose-built rental housing;
- (c) The Owner acknowledges that the City will not support applications to stratify the building and allow the identified purpose-built rental dwellings 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**

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

- (a) the Owner must not sell or transfer, or agree to sell or transfer, any interest in any building containing purpose built rental Dwelling Unit(s) 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 identified purpose- built rental Dwelling Unit(s) are available in accordance with this Agreement.

**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; and
- (c) once such a notice is filed, this Agreement binds all persons who acquire an interest in the Land.
- (d) should the owner request that the notice of this agreement be lifted from the title of the Land, ensuring that the request is made no sooner than ten (10) years from the date of this agreement, repayment of any rental grant received from the City will be required. Funds received would be directed to the 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 must 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 must 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 shall 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:)

MARDELLE CORBETT)
Signature of Witness)

MARDELLE CORBETT)
Print Name)

1435 WATER ST)
Address KELOWNA BC)

DEVELOPMENT SERVICES)
Occupation CO-ORDINATOR)

MARDELLE A. CORBETT
A COMMISSIONER FOR TAKING
AFFIDAVITS FOR BRITISH COLUMBIA
1435 Water Street, Kelowna, B.C.

"OWNER"
by its authorized signatories:

A. Walker

Susan Walker
Print Name:

Print Name:

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

Signature of Witness)

Print Name)

Address)

Occupation)

CITY OF KELOWNA
by its authorized signatories:

Mayor

City Clerk

CITY OF KELOWNA

BYLAW NO. 11238

Housing Agreement Authorization Bylaw - U Three - Mission Group Rentals Ltd., Inc. No. BC1065198 - 805 Academy Way

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

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

1. The Municipal Council hereby authorizes the City of Kelowna to enter into a Housing Agreement with U Three - Mission Group Rentals Ltd., Inc. No. BC1065198 for the lands known as Lot 1, Section 3 and 10, Township 23, ODYD, Plan EPP53793 located on 805 Academy Way, Kelowna, B.C., a true copy of which is attached to and forms part of this bylaw as Appendix "A".
2. The Mayor and City Clerk are hereby authorized to execute the attached agreement as well as any conveyances, deeds, receipts or other documents in connection with the attached agreement.
3. This bylaw shall come into full force and effect and is binding on all persons as and from the date of adoption.

Read a first, second and third time by the Municipal Council this 2nd day of May, 2016.

Adopted by the Municipal Council of the City of Kelowna this

Mayor

City Clerk

Appendix "A"

PURPOSE-BUILT RENTAL HOUSING AGREEMENT

THIS AGREEMENT dated for reference _____ affects:

LEGAL DESCRIPTION OF PROPERTY SUBJECT TO THE AGREEMENT:

Lot 1 Sections 3 & 10 Township 23 ODYD Plan EPP53793

("Land")

And is

BETWEEN:

U3 – Mission Group Rentals Ltd.

("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 self-contained building(s) containing five or more Dwelling Units that are intended to be used for rental housing and does not include buildings that are stratified; 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 must 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) performance of this Agreement by the Owner is a condition, as contemplated by s. 482 of the *Local Government Act*, of the Owner becoming entitled to certain density bonuses respecting

development of the Land, which density bonuses the Owner acknowledges are a benefit to the Owner; and

- (c) 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**

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

- (a) The Land must be used only in accordance with this Agreement;
- (b) The Owner will design, construct and maintain a building or buildings providing 63 Dwelling Units as purpose-built rental housing;
- (c) The Owner acknowledges that the City will not support applications to stratify the building and allow the identified purpose-built rental dwellings 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**

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

- (a) the Owner must not sell or transfer, or agree to sell or transfer, any interest in any building containing purpose built rental Dwelling Unit(s) 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 identified purpose- built rental Dwelling Unit(s) are available in accordance with this Agreement.

**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; and
- (c) once such a notice is filed, this Agreement binds all persons who acquire an interest in the Land.
- (d) should the owner request that the notice of this agreement be lifted from the title of the Land, ensuring that the request is made no sooner than ten (10) years from the date of this agreement, repayment of any rental grant received from the City will be required. Funds received would be directed to the 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 must 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 must 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 shall 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:)

R. Hughes)
Signature of Witness)

R. HUGHES)
Print Name)

ROSE HUGHES)
A COMMISSIONER FOR TAKING)
AFFIDAVITS FOR BRITISH COLUMBIA)
1435 Water Street, Kelowna, B.C.)
Address)

Occupation

"OWNER"
by its authorized signatories:

[Signature]

Randall Shier
Print Name:

Print Name:

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

Signature of Witness)

Print Name)

Address)

Occupation)

CITY OF KELOWNA
by its authorized signatories:

Mayor

City Clerk

CITY OF KELOWNA

BYLAW NO. 11239

Housing Agreement Authorization Bylaw - Davara Holdings Ltd., Inc. No. BC0797640 - 305 Homer Road

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

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

1. The Municipal Council hereby authorizes the City of Kelowna to enter into a Housing Agreement with Davara Holdings Ltd., Inc. No. BC0797640 for the lands known as Lot 1, Section 27, Township 26, ODYD, Plan 18004 located on 305 Homer Road, Kelowna, B.C., a true copy of which is attached to and forms part of this bylaw as Appendix "A".
2. The Mayor and City Clerk are hereby authorized to execute the attached agreement as well as any conveyances, deeds, receipts or other documents in connection with the attached agreement.
3. This bylaw shall come into full force and effect and is binding on all persons as and from the date of adoption.

Read a first, second and third time by the Municipal Council this 2nd day of May, 2016.

Adopted by the Municipal Council of the City of Kelowna this

Mayor

City Clerk

Appendix "A"

PURPOSE-BUILT RENTAL HOUSING AGREEMENT

THIS AGREEMENT dated for reference _____

LEGAL DESCRIPTION OF PROPERTY SUBJECT TO THE AGREEMENT:

Lot 1 Section 27 Township 26 Osoyoos Division Yale Plan 18004

("Land")

And is

BETWEEN: Davara Holdings Ltd, 1-911 Borden Ave, Kelowna B.C V1Y 6A5

("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 self-contained building(s) containing five or more Dwelling Units that are intended to be used for rental housing and does not include buildings that are stratified; 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 must 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) performance of this Agreement by the Owner is a condition, as contemplated by s. 482 of the *Local Government Act*, of the Owner becoming entitled to certain density bonuses respecting

development of the Land, which density bonuses the Owner acknowledges are a benefit to the Owner; and

- (c) 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**

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

- (a) The Land must be used only in accordance with this Agreement;
- (b) The Owner will design, construct and maintain a building or buildings providing 9 Dwelling Units as purpose-built rental housing;
- (c) The Owner acknowledges that the City will not support applications to stratify the building and allow the identified purpose-built rental dwellings 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**

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

- (a) the Owner must not sell or transfer, or agree to sell or transfer, any interest in any building containing purpose built rental Dwelling Unit(s) 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 identified purpose- built rental Dwelling Unit(s) are available in accordance with this Agreement.

**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; and
- (c) once such a notice is filed, this Agreement binds all persons who acquire an interest in the Land.
- (d) should the owner request that the notice of this agreement be lifted from the title of the Land, ensuring that the request is made no sooner than ten (10) years from the date of this agreement, repayment of any rental grant received from the City will be required. Funds received would be directed to the 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 must 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 must 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 shall 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:)

M Corbett)
Signature of Witness)

MARDELLE CORBETT)
Print Name)

1435 WATER ST)
Address KELOWNA BC)

PLANNING TECHNICIAN)
Occupation)

MARDELLE A. CORBETT
A COMMISSIONER FOR TAKING
AFFIDAVITS FOR BRITISH COLUMBIA
1435 Water Street, Kelowna, B.C.

"OWNER"
by its authorized signatories:

[Signature]

David Sargent
Print Name:

Print Name:

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

_____))
Signature of Witness)

_____))
Print Name)

_____))
Address)

_____))
Occupation)

CITY OF KELOWNA
by its authorized signatories:

_____))
Mayor)

_____))
City Clerk)