

# City of Kelowna

## Regular Council Meeting

### AGENDA



Monday, May 25, 2020  
1:30 pm  
Council Chamber  
City Hall, 1435 Water Street

#### Pages

#### 1. Call to Order

I would like to acknowledge that we are gathered today on the traditional, ancestral, unceded territory of the syilx/Okanagan people.

This Meeting is open to the public and all representations to Council form part of the public record. A live audio-video feed is being broadcast and recorded on kelowna.ca and a delayed broadcast is shown on Shaw Cable.

#### 2. Confirmation of Minutes

5 - 9

PM Meeting - May 11, 2020

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

##### 3.1 Zoning Bylaw No. 8000 Text Amendment – Fencing and Retaining Walls

10 - 26

To amend Zoning Bylaw regulations for retaining walls and slopes in Section 7 - Landscape and Screening of Zoning Bylaw No. 8000.

##### 3.2 Zoning Bylaw No. 8000 Text Amendment – Fencing and Retaining Walls

27 - 28

To give Bylaw No. 12027 first reading.

##### 3.3 Snowsell St N 470, Z20-0009 - Grant Douglas Vestner

29 - 49

To rezone the subject property from the RR3 – Rural Residential 3 zone to the RU6 – Two Dwelling Housing zone to facilitate an additional single-family dwelling, and to waive the Public Hearing.

##### 3.4 Snowsell St N 470, Z20-0009 - Grant Douglas Vestner

50 - 50

To give Bylaw No. 12035 first reading.

<b>3.5</b>	<b>Glenmore Dr 850, Z20-0022 - James Scott Dakin and Jennifer Ann Dakin</b>	<b>51 - 65</b>
	To rezone the subject property from the RU1 – Large Lot Housing zone to the RU1c – Large Lot Housing with Carriage House zone to facilitate the development of a carriage house, and to waive the Public Hearing.	
<b>3.6</b>	<b>Glenmore Dr 850, Z20-0022 - James Scott Dakin and Jennifer Ann Dakin</b>	<b>66 - 66</b>
	To give Bylaw No. 12036 first reading.	
<b>3.7</b>	<b>Water Street 1570-1580, Z19-0098 - Tri-Moor Holdings Ltd., Inc.No. 1050685; Rayal Enterprises Ltd., Inc.No. 70194</b>	<b>67 - 96</b>
	To rezone the subject property from the C7 – Central Business Commercial zone to the C7lp/rls – Central Business Commercial (Liquor Primary/Retail Liquor Sales) zone to allow for a liquor primary establishment with retail liquor sales.	
<b>3.8</b>	<b>Water Street 1570-1580, Z19-0098 - Tri-Moor Holdings Ltd., Inc.No. 1050685; Rayal Enterprises Ltd., Inc.No. 70194</b>	<b>97 - 97</b>
	To give Bylaw No. 12037 first reading.	
<b>3.9</b>	<b>(W OF) Union Road and 2025 Begbie Road, Z20-0030 OCP20-0008 - Glenwest Properties Ltd</b>	<b>98 - 114</b>
	To amend the Official Community Plan to change the Future Land Use designation of and to rezone portions of the subject properties to institutional to facilitate the School District's minimum 6.0 acres site requirement for an elementary school.	
<b>3.10</b>	<b>(W OF) Union Road and 2025 Begbie Road, Z20-0030 OCP20-0008 - Glenwest Properties Ltd</b>	<b>115 - 116</b>
	To give Bylaw No. 12040 first reading.	
<b>3.11</b>	<b>(W OF) Union Road and 2025 Begbie Road, Z20-0030 OCP20-0008 - Glenwest Properties Ltd</b>	<b>117 - 118</b>
	To give Bylaw No. 12041 first reading.	
<b>3.12</b>	<b>Gallagher Road 2980, Z20-0021 - Kirschner</b>	<b>119 - 144</b>
	To consider an application to rezone a portion of the subject property from the A1- Agriculture 1 zone to RH3 – Hillside Cluster Housing zone to accommodate a multi-family development, and to waive the Public Hearing.	
<b>3.13</b>	<b>Gallagher Road 2980, Z20-0021 - Kirschner</b>	<b>145 - 146</b>
	To give Bylaw No. 12042 first reading.	



<b>3.14</b>	<b>Knowles Rd. 472, Z20-0029 - Amarjit S. Hundal, Jaswinder S. Nahal, Harminder S. Dhillon and Gurdip K. Dhillon</b>	<b>147 - 167</b>
	To rezone the subject property from the RU1 – Large Lot Housing zone to the RU2 - Medium Lot Housing zone to facilitate a 3-lot subdivision, and to waive the Public Hearing.	
<b>3.15</b>	<b>Knowles Rd. 472, Z20-0029 - Amarjit S. Hundal, Jaswinder S. Nahal, Harminder S. Dhillon and Gurdip K. Dhillon</b>	<b>168 - 168</b>
	To give Bylaw No. 12043 first reading.	
<b>4.</b>	<b>Bylaws for Adoption (Development Related)</b>	
<b>4.1</b>	<b>Underhill St 1940, BL11942 (OCP18-0015) - 1940 Underhill Developments Corp.</b>	<b>169 - 169</b>
	To adopt Bylaw No. 11942 to change the future land use designation from MRH - Multiple Unit Residential (High Density) & EDINST (Education/Major Institutional) to MXR - Mixed Use (Residential./Commercial).	
<b>4.2</b>	<b>Underhill St 1940, BL11943 (Z18-0071) - 1940 Underhill Developments Corp.</b>	<b>170 - 170</b>
	To adopt Bylaw No. 11943 in order to rezone the subject property from the P2 - Education and Minor Institutional zone to the C4 - Urban Centre Commercial zone.	
<b>4.3</b>	<b>McCurdy Rd 925-929, BL11994 (LUC20-0001) - NT Properties Ltd.</b>	<b>171 - 171</b>
	To adopt Bylaw No. 11994 in order to discharge LUC77-1045 from the subject property.	
<b>4.4</b>	<b>McCurdy Rd 925-929, BL11995 (Z19-0132) - NT Properties Ltd.</b>	<b>172 - 172</b>
	To adopt Bylaw No. 11995 in order to rezone the subject property.	
<b>4.5</b>	<b>Alsgard St, McCurdy Rd, Leathead Rd - BL11996 (LUCT20-0001) - City of Kelowna</b>	<b>173 - 174</b>
	To adopt Bylaw No. 11996 in order to terminate Land Use Contract LUC77-1045 from the subject properties.	
<b>4.6</b>	<b>Alsgard St, McCurdy Rd, Leathead Rd - BL11997 (Z20-0004) - City of Kelowna</b>	<b>175 - 176</b>
	To adopt Bylaw No. 11997 in order to rezone the subject properties.	
<b>4.7</b>	<b>Gordon Dr 1171-1199, BL12005 (TA19-0021) - Manhattan Properties Ltd., Inc No. 21606</b>	<b>177 - 177</b>
	To adopt Bylaw No. 12005 in order to allow a Retail Liquor Sales Establishment on the subject property.	

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

- |            |                                                                                                                                                                                                                                                                                          |           |
|------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|
| <b>5.1</b> | <b>Liquor Licensing Delegated Authority - COVID19 Recovery</b>                                                                                                                                                                                                                           | 178 - 180 |
|            | To temporarily delegate Council's authority for local government input on liquor license applications to the Divisional Director of Planning and Development Services.                                                                                                                   |           |
| <b>5.2</b> | <b>Amendment No. 7 to the Development Applications Procedure Bylaw No. 10540</b>                                                                                                                                                                                                         | 181 - 181 |
|            | To give Bylaw No. 12048 first, second and third reading and be adopted.                                                                                                                                                                                                                  |           |
| <b>5.3</b> | <b>Expanded Patio Program - Bernard Avenue</b>                                                                                                                                                                                                                                           | 182 - 199 |
|            | To establish temporary outdoor patio and pedestrian zones on Bernard Avenue and other suitable public lands to create opportunities for retail and restaurant service providers to operate safely and in a manner that is compliant with provincial physical distancing requirements     |           |
| <b>5.4</b> | <b>Update on Temporary Changes to Parking Operations</b>                                                                                                                                                                                                                                 | 200 - 213 |
|            | To provide Council with an update on temporary changes to parking operations that were implemented to alleviate concerns expressed by residents and local businesses and to present several additional recommendations for consideration to support the pandemic recovery and reopening. |           |
| <b>5.5</b> | <b>BL12047 - Amendment No. 37 to the Traffic Bylaw</b>                                                                                                                                                                                                                                   | 214 - 215 |
|            | To give Bylaw No. 12047 first, second and third reading and be adopted.                                                                                                                                                                                                                  |           |
| <b>5.6</b> | <b>Proposed Reporting Framework for Strategic Partnerships</b>                                                                                                                                                                                                                           | 216 - 231 |
|            | To provide Council with information regarding the proposed reporting framework for the City's strategic partnerships.                                                                                                                                                                    |           |
| <b>5.7</b> | <b>Non-Market Lease - 1055-1063 Ellis Street</b>                                                                                                                                                                                                                                         | 232 - 279 |
|            | To provide a 10-year non-market land lease of City-owned property located at 1055 and 1603 Ellis Street in order to facilitate the construction of a 38-unit temporary supportive housing building in partnership with BC Housing and the Canadian Mental Health Association.            |           |
| <b>5.8</b> | <b>Reporting Progress on Council Priorities 2019 – 2022</b>                                                                                                                                                                                                                              | 280 - 307 |
|            | To present the 2019 results of the progress report on Council Priorities 2019-2022.                                                                                                                                                                                                      |           |

## **6. Mayor and Councillor Items**

## **7. Termination**



## City of Kelowna Regular Council Meeting Minutes

Date: Monday, May 11, 2020  
 Location: Council Chamber  
 City Hall, 1435 Water Street

Members Present Mayor Colin Basran, Councillors Maxine DeHart, Gail Given, Mohini Singh, Luke Stack and Loyal Wooldridge

Members Participating Remotely Councillors Ryan Donn, Charlie Hodge and Brad Sieben

Staff Present City Manager, Doug Gilchrist; City Clerk, Stephen Fleming, Director, Planning & Development Services, Ryan Smith\*; Community Planning & Development Manager, Dean Strachan\*; Planner, Tyler Casswell\*; Planner, Aaron Thibeault\*; Parks & Buildings Planning Manager, Robert Parlane\*; Deputy City Clerk, Laura Bentley\*; Legislative Coordinator (Confidential), Arlene McClelland

(\* Denotes partial attendance)

### 1. Call to Order

Mayor Basran called the meeting to order at 1:35 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-video feed is being broadcast and recorded on kelowna.ca and a delayed broadcast is shown on Shaw Cable.

### 2. Confirmation of Minutes

Moved By Councillor Wooldridge/Seconded By Councillor Singh

R0339/20/05/11 THAT the Minutes of the Regular Meetings of May 4, 2020 be confirmed as circulated.

Carried

### 3. Development Application Reports & Related Bylaws

#### 3.1 Fitzgerald Rd 3496 A20-0002 - Paramjot Baines

Staff:

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

Moved By Councillor Stack/Seconded By Councillor Singh

**R0340/20/05/11** THAT Agricultural Land Reserve Appeal No. A20-0002 for the West ½ of Lot 5 Section 10 Township 26 ODYD Plan 355, located at 3496 Fitzgerald Road, Kelowna, BC for a Non-Adhering Residential Use Permit in the Agricultural Land Reserve pursuant to Section 20.1 of the Agricultural Land Commission Act, be supported by Council;

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

Carried

**3.2 Bach Rd 125, Z20-0024 (BL12033) - Robert G. Johnston and Deborah M. Johnston**

Staff:

- Displayed a PowerPoint Presentation summarizing the application.

Moved By Councillor Given/Seconded By Councillor Donn

**R0341/20/05/11** THAT Rezoning Application No. Z20-0024 to amend the City of Kelowna Zoning Bylaw No. 8000 by changing the zoning classification of Lot 2 Section 26 Township 26 ODYD Plan 19679, located at 125 Bach Road, Kelowna, BC from the RU1 – Large Lot Housing zone to the RU1c – Large Lot Housing with Carriage House zone, be considered by Council;

AND THAT Council, in accordance with Local Government Act s. 464(2), waive the Public Hearing for the Rezoning Bylaw;

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

Carried

**3.3 Bach Rd 125, BL12033 (Z20-0024) - Robert G. Johnston and Deborah M. Johnston**

Moved By Councillor Given/Seconded By Councillor Singh

**R0342/20/05/11** THAT Bylaw No. 12033 be read a first time.

Carried

**3.4 Supplemental Report - Ponto Rd 290 - Z19-0063 - 1135072 BC Ltd and Pelican Properties Ltd.- Correspondence Received RTC**

Staff:

- Noted that no correspondence has been received during the submission period.

Moved By Councillor Given/Seconded By Councillor Stack

**R0343/20/05/11** THAT Council receives, for information, the report from the Office of the City Clerk dated May 11, 2020 with respect to the summary of correspondence received for Rezoning Bylaw No. 12021;

AND THAT Rezoning Bylaw No. 12021 be forwarded for further reading consideration.

Carried

**3.5 Ponto 290, BL12021 (Z19-0063), 1135072 B.C. Ltd, Inc. No. BC1135072**

Moved By Councillor Singh/Seconded By Councillor Given

R0344/20/05/11 THAT Bylaw No. 12021 be read a second and third time.

Carried

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

**4.1 Fordham Rd 4628 BL12006 (Z20-0005) - Jason Witt**

Moved By Councillor Given/Seconded By Councillor Singh

R0345/20/05/11 THAT Bylaw No. 12006 be adopted.

Carried

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

**5.1 Q1 2020 Building and Development Statistics**

Staff:

- Displayed a PowerPoint Presentation summarizing the Building and Development Statistics and responded to questions from Council.

Moved By Councillor Stack/Seconded By Councillor Singh

R0346/20/05/11 THAT Council receive for information the report from the Divisional Director of Planning and Development Services dated May 11, 2020 with information relating to Q1 Planning and Development Statistics.

Carried

**5.2 Sarsons Beach Park**

Staff:

- Displayed a PowerPoint Presentation providing an overview of the proposed improvements to Sarsons Beach Parkland and responded to questions from Council.

Councillor Hodge's audio connection was lost between 2:20 p.m. and 2:26 p.m.

Councillor Donn's video connection was intermittent during this item.

Moved By Councillor Given/Seconded By Councillor Stack

R0347/20/05/11 THAT, Council receives for information this report from the Parks & Buildings Planner Specialist, dated May 11, 2020, on the current park expansion project currently under construction at Sarsons Beach Park;

AND THAT Council directs staff to secure the park frontage along Hobson Road, until such time that a fence has been constructed along the neighbouring southern park property line adjacent to 387 Hobson Crescent.

Carried



Moved By Councillor Singh/Seconded By Councillor DeHart

**R0348/20/05/11** THAT Council directs staff to install a 1.2 m height metal rail fence with stone clad pillars and matching gate along Sarsons Beach park as part of 2020 construction project and to bring forward a funding source for the additional estimated costs.

**Carried**

Councillors Hodge and Given - Opposed

### **5.3 Development Approval Process Options**

Staff:

- Displayed a PowerPoint Presentation outlining proposed options for development approval processes for development variance permits and public hearing items.

The meeting recessed due to audio issues at 3:25 p.m.

The meeting reconvened at 3:34 p.m.

Staff:

- Continued with the Presentation and responded to questions from Council.

Moved By Councillor Given/Seconded By Councillor Stack

**R0349/20/05/11** THAT Council receive, for information, the report from the Office of the City Clerk dated May 11, 2020, with respect to options for development approval processes;

AND THAT Council direct staff to prepare the necessary policies and bylaws to implement changes to approval process for development variance permits as described in the report from the Office of the City Clerk dated May 11, 2020;

AND FURTHER THAT Council direct staff to hold the June 2, 2020 Public Hearings and Tuesday regular meetings in accordance with the procedures described in the report from the Office of the City Clerk dated May 11, 2020.

**Carried**

Moved By Councillor Given/Seconded By Councillor Stack

**R0350/20/05/11** AND THAT Council direct staff to investigate further and report back to Council changes to the public hearing process as described in the report from the Office of the City Clerk dated May 11, 2020.

**Defeated**

Mayor Basran, Councillors DeHart, Donn, Hodge, Sieben, Singh and Wooldridge - Opposed

## **6. Mayor and Councillor Items**

Councillor Donn:

- Inquired when parks and public spaces may open.

Councillor Sieben:

- Commented on the Premier's address on the reopening of the Province.
- Encouraged the Community to support local businesses.

Councillor Wooldridge:

- Commented on the Provincial Plan for phased openings of businesses and noted there are still Orders from the Provincial Health Officer that need to be adhered to.

Councillor Given:

- Commented on the Provincial Plan for phased openings of businesses.

**7. Termination**

This meeting was declared terminated at 4:23 p.m.

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

/acm



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

DRAFT

# Report to Council



**Date:** May 25<sup>th</sup>, 2020

**To:** Council

**From:** City Manager

**Department:** Development Planning

**Application** TA19-0009

**Subject:** Zoning Bylaw No. 8000 Text Amendment – Fencing and Retaining Walls

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## **1.0 Recommendation:**

THAT Zoning Bylaw Text Amendment Application No. TA19-0009 to amend City of Kelowna Zoning Bylaw No. 8000 as indicated in Schedule A and outlined in the Report from the Development Planning Department dated May 25<sup>th</sup>, 2020 be considered by Council;

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

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

## **2.0 Purpose:**

To amend Zoning Bylaw regulations for retaining walls and slopes in Section 7 - Landscape and Screening of Zoning Bylaw No. 8000.

## **3.0 Development Planning:**

Staff propose the amendments to the Zoning Bylaw to implement new regulations for retaining walls and slopes in Kelowna. The regulations aim to increase the integrity of retaining walls and slopes, increase safety of retaining soil and to achieve the expected design life of the retaining structure. The regulations will apply to all property types including agricultural, comprehensive development zones, residential, commercial, industrial, public and institutional and hospital district zones.

Staff have consulted the Urban Development Institute (UDI) the proposed new regulations for retaining walls and slopes for collaboration and feedback. UDI were supportive of the amendments in the interest of increasing safety.



#### **4.0 Current Development Policies:**

##### **4.1 Kelowna Official Community Plan (OCP)**

#### **Urban Design Development Permit Guidelines**

**Hillside Guidelines<sup>1</sup> Promote development that respects the terrain, vegetation, drainage courses and constraints related to the hillside environment of the site;**

- Incorporate landscaping that is natural and blends in with any existing vegetation minimizing large areas of formal landscaping;
- Preserve existing plant materials of significant size or relocate within the site;
- Incorporate landscaping that enhances building design and architectural elements;
- Revegetate any unavoidable cut and fill slopes along ridgelines with natural landscaping;
- Minimize the impact of development by screening structures through effective use of landscaping materials;
- Incorporate retaining walls utilizing native building materials (i.e., earth berms, rock forms, or stone) to minimize the visual impacts of cuts;
- Minimize fence and retaining wall height and length. Stepped or terraced walls with landscaping are encouraged for areas where steep cuts are required.

##### **4.2 Hillside Development Guidelines<sup>2</sup>**

#### **Grading/Retaining Objectives;**

- Site grading and retaining walls respect existing terrain; that is, large cuts/fills are not used to create 'build-able lots' or flat yards. Driveway grades follow the natural terrain, large single level building platforms are avoided, final lot grades mimic the natural slope and slopes are promptly re-vegetated
- Lot grading/disturbance should occur at the stage of development where it best accommodates existing terrain and vegetation around the perimeter of the building envelope
- Road, driveway, retaining wall and fence layout and design conforms to the natural terrain, where possible
- Significant natural scenic features, such as gullies, rock outcrops and knolls are at a minimum retained and preferably enhanced
- Manufactured grades mimic natural slopes

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<sup>1</sup> City of Kelowna Official Community Plan, D (Urban Design Development Permit Areas).

<sup>2</sup> City of Kelowna Development Services, Hillside Development Guidelines

- Site and lot grading do not compromise visual objectives
- Retaining structures integrate well with the onsite architectural character and natural environment
- Visual dominance as a result of development is reduced by sensitive grading.

#### Grading/Retaining Design Guidelines

- Consider grade difference on opposite sides of the street; opposing slab elevations should be set at a higher grade than the natural slope
- Manufactured slopes can be placed behind buildings
- Avoid retaining walls within the front yard
- Retaining walls can be used to reduce slope disturbance, rather than modify natural terrain- lot sizes should increase as the natural slope increases
- Use single loaded streets or split lanes and narrow roads to avoid scenic features and reduce grading
- Avoid side-casting fill excess material along road frontages and attempt to balance earthworks where impacts to hillside objectives are not compromised
- Boulevards and driveways can be graded from the curb to match existing terrain
- Consider terraced building foundations, where the bottom slab elevation matches existing terrain, multiple lots with shared access/driveways, detached garages, pan handle lots, etc.
- Extreme grades may necessitate detached garages
- Position driveways to minimize lot grading requirements and reduce the impact on adjoining properties
- Combine service connections, utilities and utility cuts in a single trench, where necessary
- Consider alternate road-ends.

#### **Financial/Budgetary Considerations: N/A**

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

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

**Approved for Inclusion:** Terry Barton, Development Planning Department Manager

#### **Attachments:**

Schedule A – Section 7.5.– Landscaping and Screening – Fencing and Retaining Walls Proposed Text Amendments

## Schedule A – Proposed Text Amendments

No.	Section	Current Wording	Proposed Wording	Reason for Change
1.	Section 7 .5.9 – Landscaping and Screening – Fencing and Retaining Walls	Retaining walls on all residential <b>lots</b> , except those required as a condition of <b>subdivision</b> approval, must not exceed a <b>height</b> of 1.2m measured from grade on the lower side, and must be constructed so that any <b>retaining walls</b> are spaced to provide at least 1.2m horizontal separation between them.	Retaining walls on all <b>lots</b> , except those required as a condition of <b>subdivision</b> approval, must not exceed a <b>height</b> of 1.2m measured from <b>natural grade</b> on the lower side, and must be constructed so that any <b>retaining walls</b> are spaced to provide a 1.2m horizontal separation between tiers. The maximum number of tiers is two with a maximum total <b>height</b> of 2.4m. Any multi-tier structure more than 2 tiers must be designed and constructed under the direction of a qualified professional engineer.	Increase safety of retaining soil
2.	Section 7 .5.14 – Landscaping and Screening – Fencing and Retaining Walls	New	A modified slope which has a finished slope greater than 1:2 (50%) and an elevation change greater than 1.2m must be installed under the direction of a qualified professional engineer.	Increase safety of steep slopes

3.	<b>Section 7 .5.15 – Landscaping and Screening – Fencing and Retaining Walls</b>	New	An exposed natural rock surface on a lot that has the potential for materials to displace causing a hazardous condition, must be reviewed by a qualified professional engineer with the appropriate and measures undertaken as prescribed by the engineer.	Increase safety of natural rock surfaces.
4.	<b>Section 7 .5.16 – Landscaping and Screening – Fencing and Retaining Walls</b>	New	As per the Engineers and Geoscientists BC's Quality Management Guidelines all <b>retaining walls</b> including but not limited to, gravity, piling, cantilever, anchored, mechanically stabilized earth (MSE), and geosynthetic reinforced soil (GRS) walls when over 3.0m high or deemed high risk are included in the requirement to have documented independent reviews conducted by a qualified professional, as retaining walls fulfill the important structural function of safely retaining soil.	Increase safety of retaining soil.





# TA19-0009

## Landscaping & Screening – Fencing and Retaining Walls

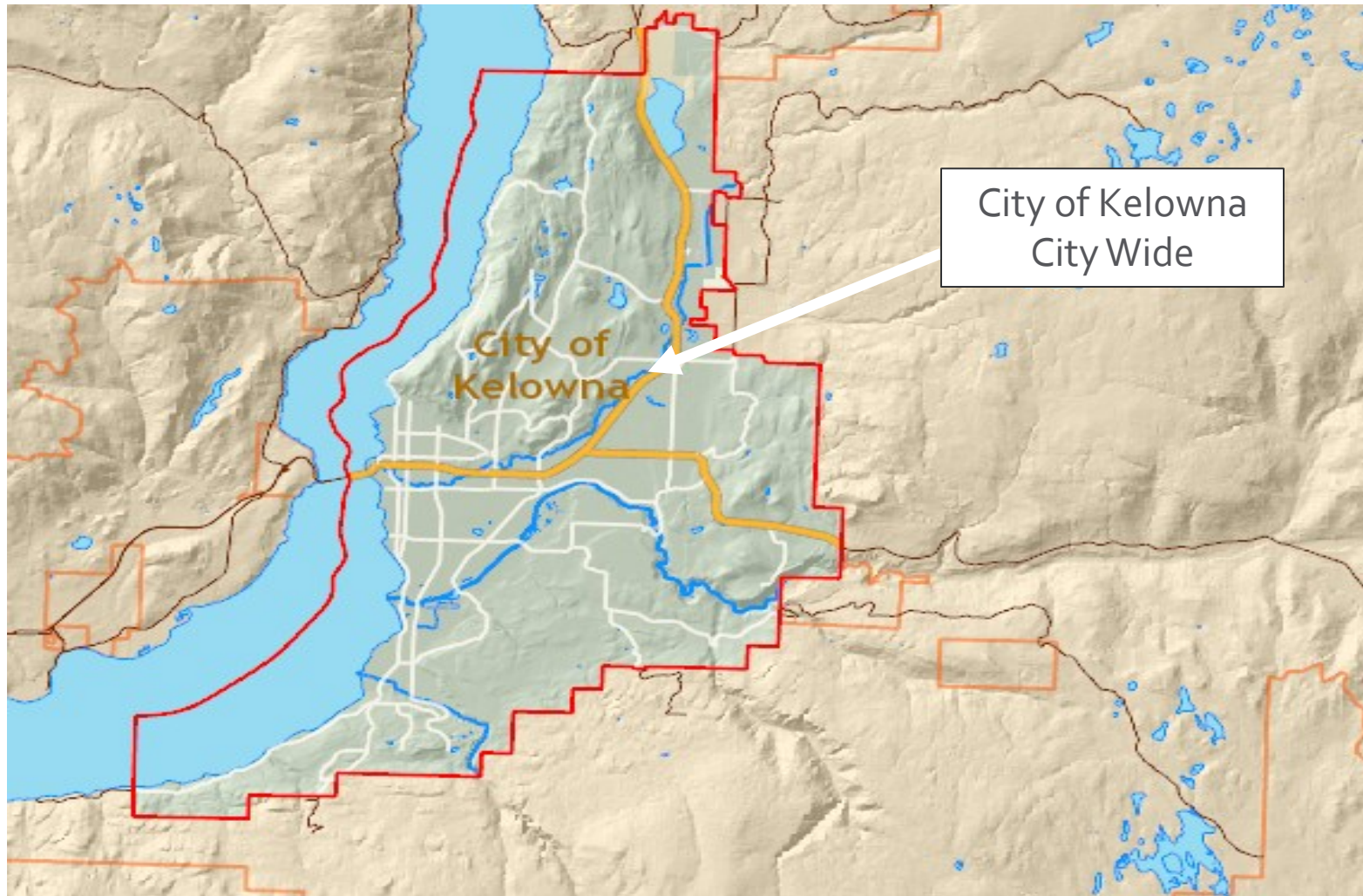
Zoning Bylaw Update



# Purpose

- ▶ To amend Zoning Bylaw regulations for retaining walls and slopes in Section 7 - Landscape and Screening of Zoning Bylaw No. 8000.

# Context Map





# Objectives

- ▶ To increase the integrity of retaining walls and slopes
- ▶ To increase safety of retaining soil
- ▶ To achieve the expected design life of the retaining structure
- ▶ Apply to all property types including agricultural, comprehensive development zones, residential, commercial, industrial, public and institutional and hospital district zones.

# Proposed Amendments

## Section 7 .5.9 – Landscaping and Screening – Fencing and Retaining Walls

- ▶ Retaining walls on all **lots**, except those required as a condition of **subdivision** approval, must not exceed a **height** of 1.2m measured from **natural grade** on the lower side, and must be constructed so that any **retaining walls** are spaced to provide a 1.2m horizontal separation between tiers. The maximum number of tiers is two with a maximum total **height** of 2.4m. Any multi-tier structure more than 2 tiers must be designed and constructed under the direction of a qualified professional engineer.

# Proposed Amendments

## Section 7 .5.14 – Landscaping and Screening – Fencing and Retaining Walls

- ▶ A modified slope which has a finished slope greater than 1:2 (50%) and an elevation change greater than 1.2m must be installed under the direction of a qualified professional engineer.

# Proposed Amendments

## Section 7 .5.15 – Landscaping and Screening – Fencing and Retaining Walls

- ▶ An exposed natural rock surface on a lot that has the potential for materials to displace causing a hazardous condition, must be reviewed by a qualified professional engineer with the appropriate and measures undertaken as prescribed by the engineer.

# Proposed Amendments

## Section 7 .5.16 – Landscaping and Screening – Fencing and Retaining Walls

- ▶ As per the Engineers and Geoscientists BC's Quality Management Guidelines all **retaining walls** including but not limited to, gravity, piling, cantilever, anchored, mechanically stabilized earth (MSE), and geosynthetic reinforced soil (GRS) walls when over 3.0m high or deemed high risk are included in the requirement to have documented independent reviews conducted by a qualified professional, as **retaining walls** fulfill the important structural function of safely retaining soil.

# Supporting Policy

- ▶ OCP Chapter 14: Urban Design Development Permit Areas
- ▶ Hillside Guidelines
  - ▶ Promote development that respects the terrain, vegetation, drainage courses and constraints related to the hillside environment of the site;
- ▶ Hillside Development Guidelines
  - ▶ Site grading and retaining walls respect existing terrain; that is, large cuts/fills are not used to create 'build-able lots' or flat yards. Driveway grades follow the natural terrain, large single level building platforms are avoided, final lot grades mimic the natural slope and slopes are promptly re-vegetated;

# Staff Recommendation

- ▶ Staff are recommending support for the new regulations for retaining walls and slopes in Kelowna. The regulations aim to increase the integrity of retaining walls and slopes, increase safety of retaining soil and to achieve the expected design life of the retaining structure.



## *Conclusion of Staff Remarks*



**CITY OF KELOWNA**  
**BYLAW NO. 12027**  
**TA19-0009 – Amendment to Fencing and Retaining Walls**

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

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

1. THAT **Section 7 – Landscaping and Screening, 7.5.9- Fencing and Retaining Walls** be amended by deleting the following:

Retaining walls on all residential **lots**, except those required as a condition of **subdivision** approval, must not exceed a **height** of 1.2 m measured from grade on the lower side, and must be constructed so that any **retaining walls** are spaced to provide at least a 1.2 m horizontal separation between them.

And replacing it with:

Retaining walls on all **lots**, except those required as a condition of **subdivision** approval, must not exceed a **height** of 1.2m measured from **natural grade** on the lower side, and must be constructed so that any **retaining walls** are spaced to provide a 1.2m horizontal separation between tiers. The maximum number of tiers is two with a maximum total **height** of 2.4m. Any multi-tier structure more than 2 tiers must be designed and constructed under the direction of a qualified professional engineer.

2. AND THAT **Section 7 – Landscaping and Screening, 7.5.- Fencing and Retaining Walls** be amended by adding in its appropriate location the following:

7.5.14 A modified slope which has a finished slope greater than 1:2 (50%) and an elevation change greater than 1.2m must be installed under the direction of a qualified professional engineer.

7.5.15 An exposed natural rock surface on a lot that has the potential for materials to displace causing a hazardous condition, must be reviewed by a qualified professional engineer with the appropriate and measures undertaken as prescribed by the engineer.

7.5.16 As per the Engineers and Geoscientists BC's Quality Management Guidelines all **retaining walls** including but not limited to, gravity, piling, cantilever, anchored, mechanically stabilized earth (MSE), and geosynthetic reinforced soil (GRS) walls when over 3.0m high or deemed high risk are included in the requirement to have documented independent reviews conducted by a qualified professional, as retaining walls fulfill the important structural function of safely retaining soil.

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 time by the Municipal Council this

Considered at a Public Hearing on the

Read a second and third time by the Municipal Council this

Approved under the Transportation Act this

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(Approving Officer – Ministry of Transportation)

Adopted by the Municipal Council of the City of Kelowna this

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Mayor

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City Clerk

# REPORT TO COUNCIL



**Date:** May 25, 2020

**To:** Council

**From:** City Manager

**Department:** Development Planning Department

**Application:** Z20-0009

**Owner:** Grant Douglas Vestner

**Address:** 470 Snowsell St N.

**Applicant:** Grant Douglas Vestner

**Subject:** Rezoning Application

**Existing OCP Designation:** S2RES – Single/Two Unit Residential

**Existing Zone:** RR3 – Rural Residential 3

**Proposed Zone:** RU6 – Two Dwelling Housing

---

## 1.0 Recommendation

THAT Rezoning Application No. Z20-0009 to amend the City of Kelowna Zoning Bylaw no. 8000 by changing the zoning classification of That Part of Lot B Section 9 Township 23 ODYD District Plan 1590 Shown on Plan B7425, located at 470 Snowsell St. N, Kelowna, BC from the RR3 – Rural Residential 3 zone to the RU6 – Two Dwelling Housing zone be considered by Council;

AND THAT Council, in accordance with Local Government Act s. 464(2), waive the Public Hearing for the Rezoning Bylaw;

AND FURTHER 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 Development Planning Department dated May 25, 2020.

## 2.0 Purpose

To rezone the subject property from the RR3 – Rural Residential 3 zone to the RU6 – Two Dwelling Housing zone to facilitate an additional single-family dwelling.

## 3.0 Development Planning

Development Planning staff support the proposed rezoning from RR3 – Rural Residential 3 zone to RU6 – Two Dwelling Housing zone as the subject property is within the Permanent Growth Boundary and the plans align with the Official Community Plan (OCP) Future Land Designation of S2RES – Single/Two Unit Residential.

The proposal is consistent with the OCP policy related to Compact Urban Form as the proposal would result in modest increase in density and allow for infill development in an existing neighbourhood. The large lot is close to several schools including North Glenmore Elementary School, École Dr. Knox Middle School and UBC Okanagan. It is also close to parks and activity centres such as Millard Glen Park, Still Pond Park, Robert Lake Regional Park and Stephens Coyote Ridge Regional Park.

The proposed second single-family dwelling on the property represents a modest increase in density and the proposal should sensitively integrate with the neighbouring properties.

#### **4.0 Proposal**

##### **4.1 Project Description**

The proposed rezoning from RR3 to RU6 will facilitate the development of a second single-family dwelling on the subject property. The existing dwelling will be demolished and there will be two new two-storey modern single-family homes constructed. There will be a new drive aisle constructed along the south property line that will give access to the rear dwelling. Both dwellings will have attached garages to meet the minimum parking requirements.

The subject property borders the Agriculture Land Reserve (ALR), so a Farm Development Permit (DP) application will be submitted prior to the issuance of a Building Permit. This Farm DP will take a Landscape Bond for the creation of a Landscape Buffer. The Landscape Buffer will be 3.0m wide and include an opaque barrier on the portion of the property that abuts the ALR land. This will help protect the future occupants from farming-related operations.

##### **4.2 Site Context**

The subject property is in the Glenmore – Clifton – Dilworth OCP Sector along Snowsell St. N near the intersection with Glenmore Rd N. It is near transit routes on Glenmore Rd. The surrounding area is primarily zoned RU1 – Large Lot Housing, A1 – Agriculture 1, RR3 – Rural Residential 3 and P2 – Education and Minor Institutional. The surrounding Future Land Use Designations include S2RES – Single/Two Unit Residential and REP – Resource Protection.

Specifically, adjacent land uses are as follows:

<b>Orientation</b>	<b>Zoning</b>	<b>Land Use</b>
North	RU1 – Large Lot Housing & A1 – Agriculture 1	Single-Family Dwelling & Active Farm
East	A1 – Agriculture 1	Single-Family Dwelling
South	P2 – Education and Minor Institutional	Retirement Residence
West	P2 – Education and Minor Institutional	Retirement Residence

**Subject Property Map: 470 Snowsell St N**



**5.0 Current Development Policies**

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

Chapter 5: Development Process

*Objective 5.3 Focus development to designated growth areas*

Policy .2 *Compact Urban Form*. Develop a compact urban form that maximizes the use of existing infrastructure and contributes to energy efficient settlement patterns. This will be done by increasing densities (approximately 75 – 100 people and/or jobs located within a 400 metre walking distance of transit stops is required to support the level of transit service) through development, conversion, and re-development within Urban Centres (see Map 5.3) in particular and existing areas as per the provisions of the Generalized Future Land Use Map 4.1

*Objective 5.22 Ensure context sensitive housing development*

Policy .6 *Sensitive Infill*. Encourage new development or redevelopment in existing residential areas to be sensitive to or reflect the character of the neighbourhood with respect to building design, height and siting.

Chapter 15: Farm Protection DP Guidelines

Guideline 1.3. Establish landscape buffers around residential and non-farm uses within and adjacent to agricultural lands consistent with guidelines provided by Ministry of Agriculture "Guide to Edge Planning."

## **6.0 Technical Comments**

### **6.1 Development Engineering Department**

6.1.1 See attached memorandum dated February 4<sup>th</sup>, 2020

## **7.0 Application Chronology**

Date of Application Received: February 3<sup>rd</sup>, 2020

Date Public Consultation Completed: April 27<sup>th</sup>, 2020

**Report prepared by:** Tyler Caswell, Planner I

**Reviewed by:** James Moore, Urban Planning & Development Policy Manager

**Approved for Inclusion:** Terry Barton, Development Planning Department Manager

### **Attachments:**

Schedule A: Development Engineering Memo

Attachment A: Conceptual Site Plan

Attachment B: Landscape Plan

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## CITY OF KELOWNA

# MEMORANDUM

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**Date:** February 4, 2020  
**File No.:** Z20-0009  
**To:** Suburban and Rural Planning (TC)  
**From:** Development Engineering Manager (JK)  
**Subject:** 470 Snowsell St N

<b>SCHEDULE</b>		<b>A</b>
<small>This forms part of application</small>		
<b># Z20-0009</b>		
<small>Planner Initials</small>	<b>TC</b>	 <b>City of Kelowna</b> <small>DEVELOPMENT PLANNING</small>

RR3 to RU6

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The Development Engineering Department has the following comments and requirements associated with this A Rezoning application to rezone the subject properties from RR3 Rural Residential 3 to RU6 Two Dwelling Housing. The road and utility upgrading requirements outlined in this report will be a requirement of this development. The Development Engineering Technician for this project is Ryan O'Sullivan.

**1. General**

- a) Where there is a possibility of a high water table or surcharging of storm drains during major storm events, non-basement buildings may be required. This must be determined by the engineer and detailed on the Lot Grading Plan required in the drainage section.

**2. Domestic Water and Fire Protection**

- a) This development is within the service area of the Glenmore Ellison Irrigation District (GEID). The developer is required to make satisfactory arrangements with the GEID for these items. All charges for service connection and upgrading costs are to be paid directly to the GEID. The developer is required to provide a confirmation that the district is capable of supplying fire flow in accordance with the City of Kelowna current Bylaws and Policies.

**3. Sanitary Sewer**

- a) This property is currently serviced with a 100-mm sanitary service. The developer's consulting mechanical engineer will determine the development requirements of this proposed development and establish the service needs. Only one service will be permitted for this development. The applicant, at their cost, will arrange for the removal and disconnection of the existing services and the installation of one new larger service, if necessary.

**4. Storm Drainage**

- a) The developer must engage a consulting civil engineer to provide a storm water management plan for the site, which meets the requirements of the Subdivision, Development and Servicing Bylaw No. 7900. The storm water management plan must also include provision of lot grading plan, minimum basement elevation (MBE),

if applicable, and provision of a storm drainage service for the development and / or recommendations for onsite drainage containment and disposal systems. Only one service will be permitted for this development. The applicant, at his cost, will arrange the installation of one overflow service if required.

**5. Subdivision Requirements**

- a) Grant statutory rights-of-way if required for utility services.

**6. Electric Power and Telecommunication Services**

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

**7. Road Improvements**

- a) Snowsell Street N fronting this property must be constructed to a full Minor Collector SS-R12 Modified to 20m road right of way residential standard including curb and gutter, landscaped Boulevard, Bike lane, storm drainage facilities including catch basin, fillet pavement, street lights, and adjustment and/or re-location of existing utility appurtenances if required to accommodate this construction.
- b) Driveway let down to be 6.0m Maximum total width. See By-law 9700 Schedule 4

**8. Geotechnical Report**

Provide a geotechnical report prepared by a Professional Engineer competent in the field of hydro-geotechnical engineering to address the items below: NOTE: The City is relying on the Geotechnical Engineer's report to prevent any damage to property and/or injury to persons from occurring as a result of problems with soil slippage or soil instability related to this proposed subdivision. The Geotechnical reports must be submitted to the Development Services Department (Subdivision Approving officer) for distribution to the Development Engineering Branch and Inspection Services Division prior to submission of Engineering drawings or application for subdivision approval.

- (i) Area ground water characteristics, including any springs and overland surface drainage courses traversing the property. Identify any monitoring required.
- (ii) Site suitability for development.
- (iii) Site soil characteristics (i.e. fill areas, sulphate content, unsuitable soils such as organic material, etc.).
- (iv) Any special requirements for construction of roads, utilities and building structures.
- (v) Recommendations for items that should be included in a Restrictive Covenant.

<b>SCHEDULE</b>		<b>A</b>
This forms part of application		
# Z20-0009		
Planner Initials	TC	 <b>City of Kelowna</b> <small>DEVELOPMENT PLANNING</small>




- (vi) Recommendations for roof drains, perimeter drains and septic tank effluent on the site.
- (vii) Any items required in other sections of this document.

## 9. **Design and Construction**


- (a) Design, construction supervision and inspection of all off-site civil works and site servicing must be performed by a Consulting Civil Engineer and all such work is subject to the approval of the City Engineer. Drawings must conform to City standards and requirements.
- (b) Engineering drawing submissions are to be in accordance with the City's "Engineering Drawing Submission Requirements" Policy. Please note the number of sets and drawings required for submissions.
- (c) Quality Control and Assurance Plans must be provided in accordance with the Subdivision, Development & Servicing Bylaw No. 7900 (refer to Part 5 and Schedule 3).
- (d) A "Consulting Engineering Confirmation Letter" (City document 'C') must be completed prior to submission of any designs.
- (e) Before any construction related to the requirements of this subdivision application commences, design drawings prepared by a professional engineer must be submitted to the City's Works & Utilities Department. The design drawings must first be "Issued for Construction" by the City Engineer. On examination of design drawings, it may be determined that rights-of-way are required for current or future needs.

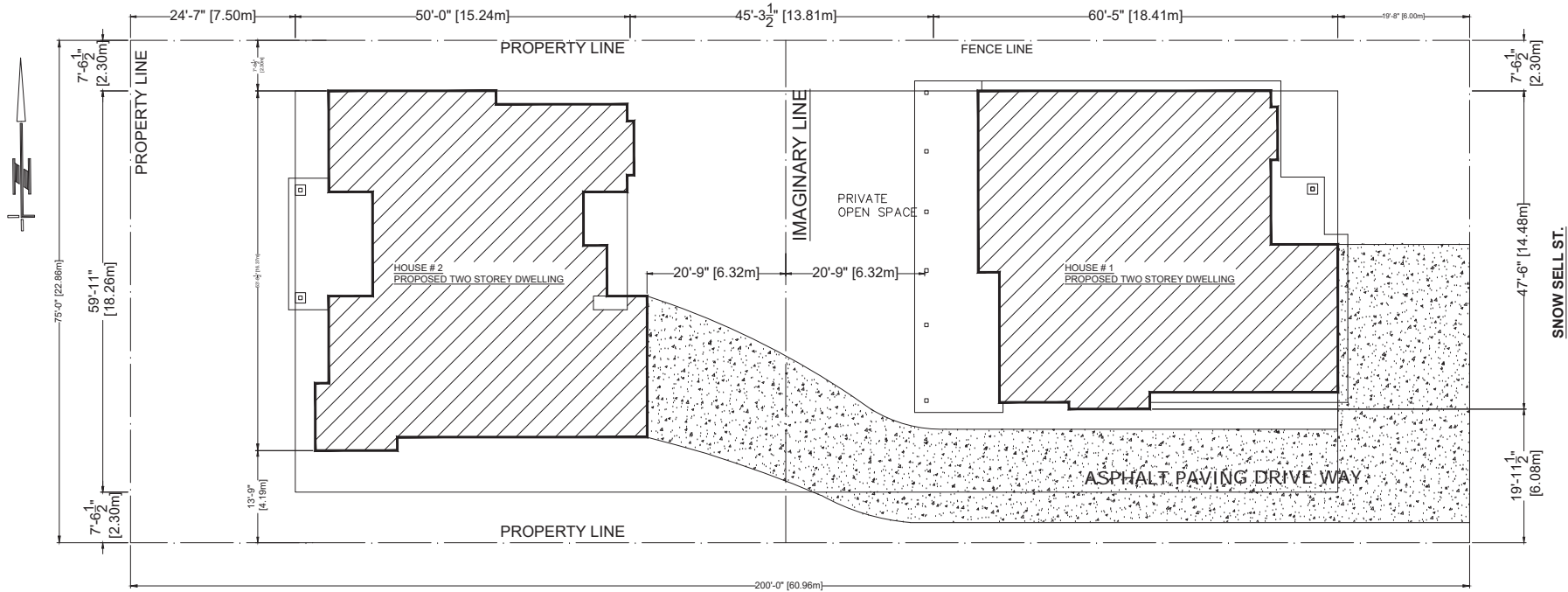
## 12. **Charges and Fees**

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

  
James Kay, P.Eng.  
Development Engineering Manager

RO

<b>SCHEDULE</b>		<b>A</b>
This forms part of application # Z20-0009		
Planner Initials	TC	 City of <b>Kelowna</b> DEVELOPMENT PLANNING



**SITE PLAN**

SCALE: 1:200

**SITE DATA:**

**CIVIC ADDRESS:** 470 SNOWSELL ST. NORTH  
KELOWNA, B.C.

**CURRENT ZONING:** RU1

**PROPOSED ZONE:** RU6

**SITE AREA:** 15000 SQ.FT. 1393.54 SQ.M.  
**SITE WIDTH:** 75'-0" 22.86 m  
**SITE DEPTH:** 200'-0" 60.96 m

**SITE COVERAGE STATEMENT:**

**PERMITTED**

**BUILDING AREA:** 6000 SQ. FT (15000 x 40%) (557.41 SQ.M.)  
**BUILDING AND DRIVEWAY:** 7500 SQ. FT (15000 X 50%) (696.77 SQ.M.)  
(PERMEABLE DRIVE)

**PROPOSED**

**MAIN DWELLING (1)** 2185 SQ.FT.  
**MAIN DWELLING (2)** 2200 SQ.FT.  
**DRIVEWAY / WALK WAY** 2956 SQ.FT.  
**TOTAL** 7341 SQ.FT. (48.94%)

Issue:		
1		
2		
3		
4	Reasoning	01/29/2020
NO:	Issue For:	Date
MARWAHA DESIGNS INC.		
Building Design & Project Management		
778 318 4874 www.marwahadesigns.com		
Project:		
470 SNOWSELL ST. NORTH		
CITY OF KELOWNA, BC		
Drawing Title:		
SITE AND DATA		
Scale	AS SHOWN	Job No. grant.kel.265
Drawn	H.M.	Sheet
Checked	H.M.	A1 of A5
Date	JAN-2020	







# Z20-0009 470 Snowsell St. N.

Rezoning Application



# Proposal

- ▶ To rezone the subject property from RR3 – Rural Residential 3 to RU6 – Two Dwelling Housing.

# Development Process

Feb 3, 2020

Development Application Submitted



Staff Review & Circulation



Apr 27, 2020

Public Notification Received



May 25, 2020

Initial Consideration



Second & Third Readings

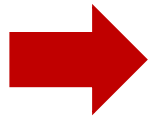


Final Reading  
DP & Variances



Building Permit

Council  
Approvals



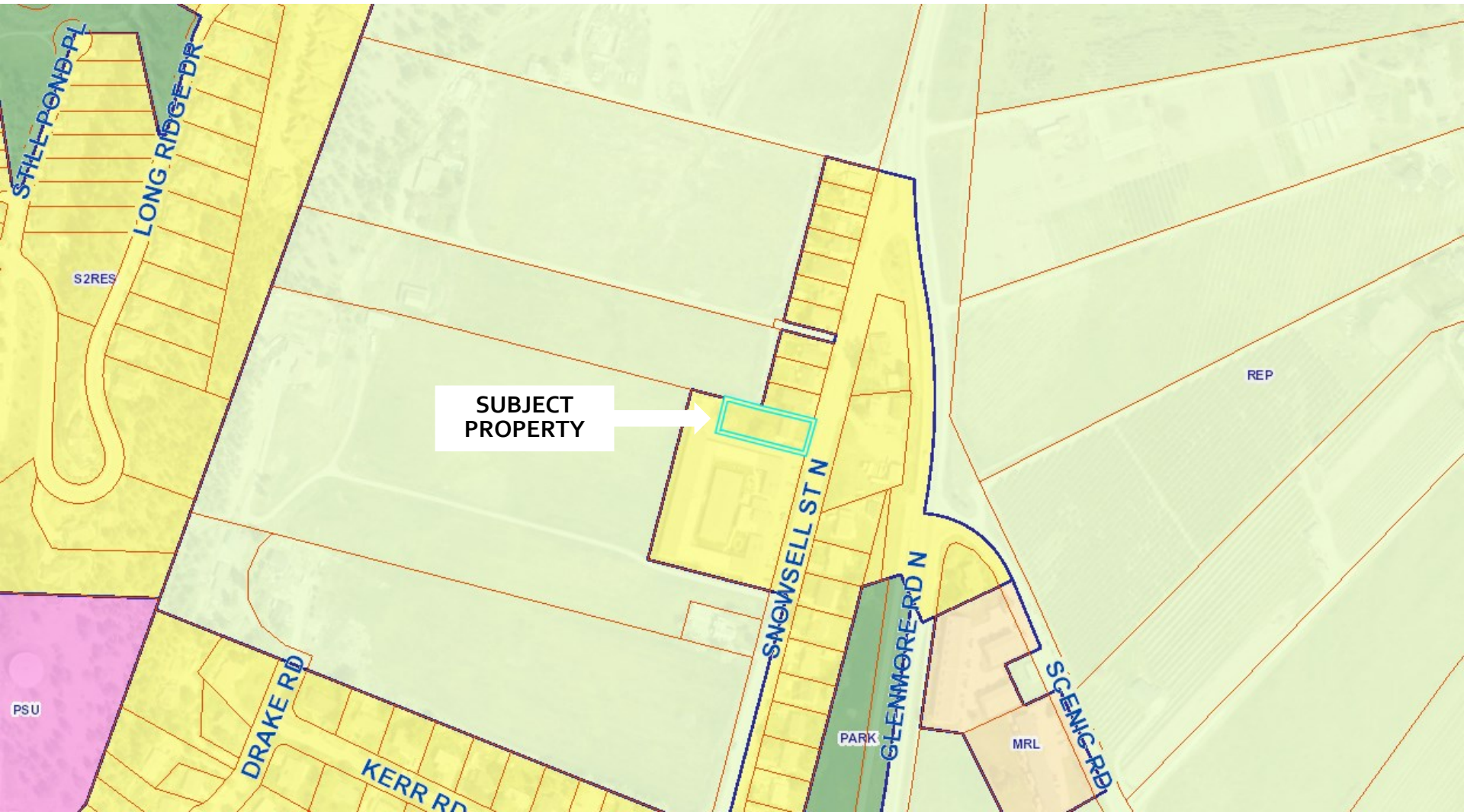


# Context Map



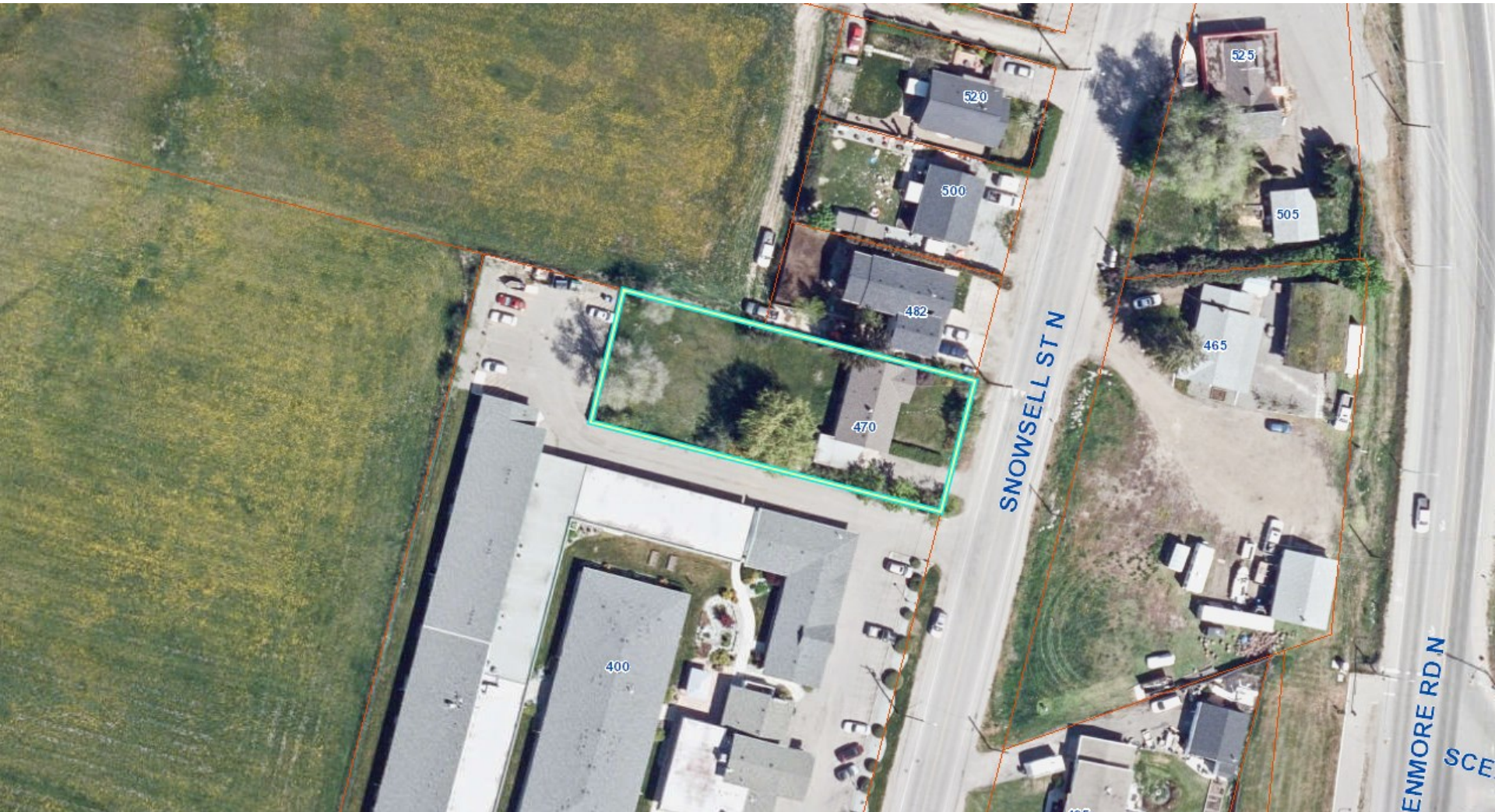


# OCP Future Land Use / Zoning





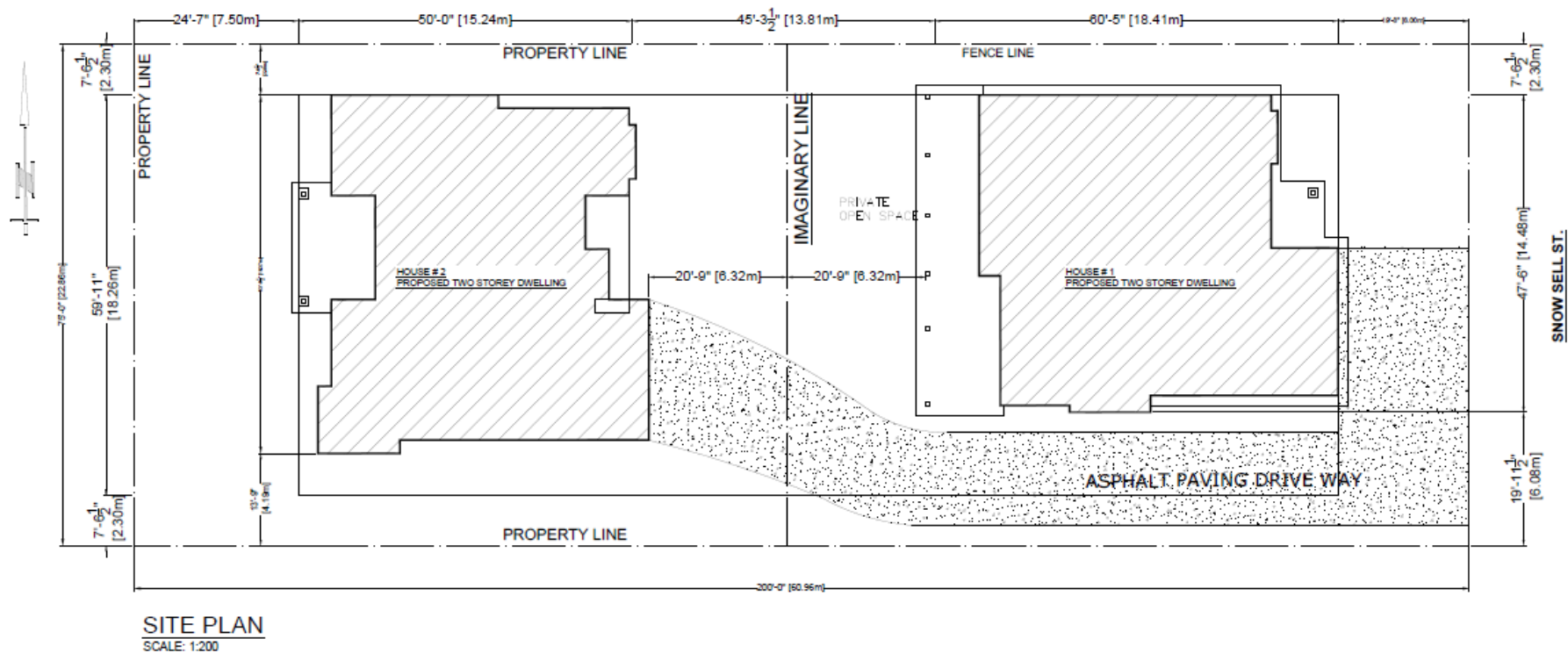
# Subject Property Map



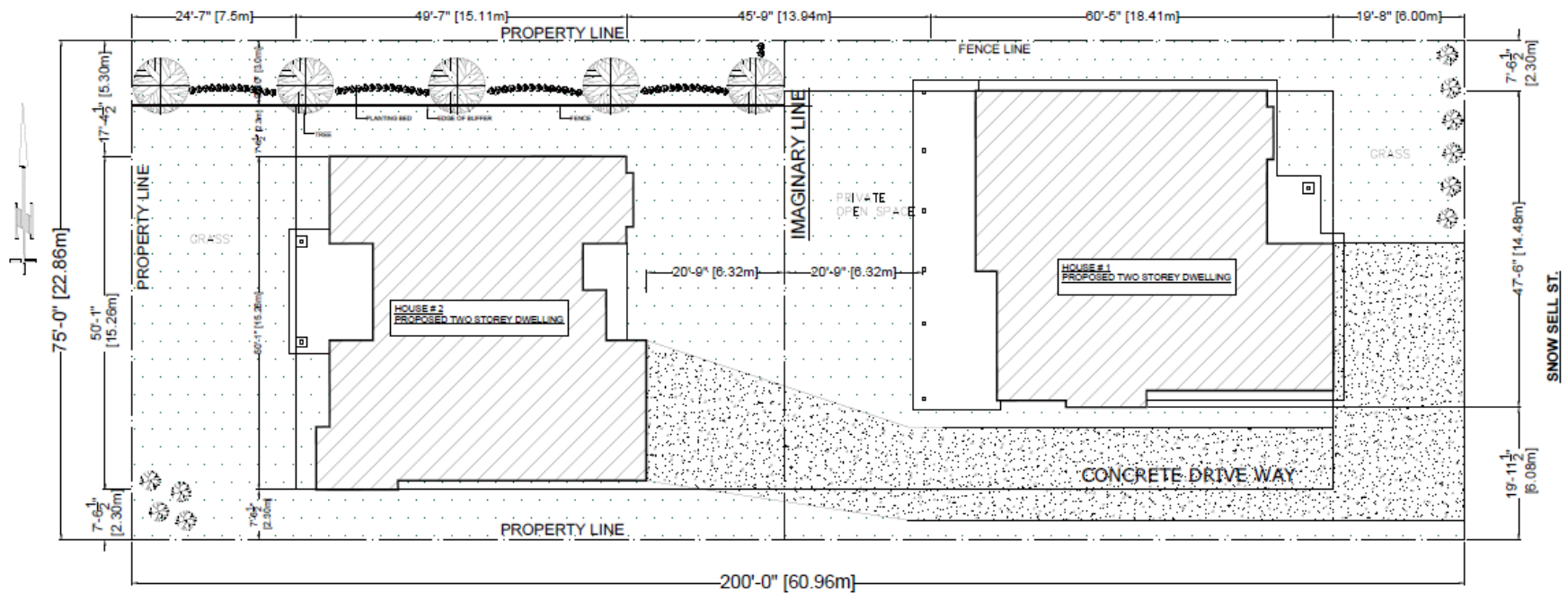
# Project/technical details

- ▶ Proposed rezoning will facilitate a second single family dwelling.
- ▶ A new drive aisle will be created to parking in two new attached garages.
- ▶ No variances have been identified relating to the proposed rezoning.
- ▶ A Landscape Buffer will be created along the abutting ALR land.

# Site Plan



# Landscape Plan





# Development Policy

- ▶ Official Community Plan – Chapter 5: Development Process:
  - ▶ Objective 5.3 – Policy .2 – Compact Urban Form
  - ▶ Objective 5.22 – Policy .6 – Sensitive infill
- ▶ Official Community Plan- Chapter 15: Farm Protection DP Guidelines:
  - ▶ Guideline 1.3 – Establish landscape buffers around residential and non-farm uses within and adjacent to agricultural lands consistent with guidelines provided by Ministry of Agriculture “Guide to Edge Planning”.

# Staff Recommendation

- ▶ Development Planning Staff recommend **support** of the proposed Rezoning:
  - ▶ Meets the Official Community Plan guidelines of sensitive infill and compact urban form.
  - ▶ Modest densification relating to neighbourhood context.
  - ▶ Location in close proximity to schools and parks.
  - ▶ Applicant will establish a landscape buffer abutting ALR land.



## *Conclusion of Staff Remarks*

**CITY OF KELOWNA**  
**BYLAW NO. 12035**  
**Z20-0009 – 470 Snowsell Street North**

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

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

1. THAT City of Kelowna Zoning Bylaw No. 8000 be amended by changing the zoning classification of That Part of Lot B Section 9 Township 23 ODYD District Plan 1590 Shown on Plan B7425, located on Snowsell Street North, Kelowna, BC from the RR<sub>3</sub> – Rural Residential 3 zone to the RU6 – Two Dwelling Housing zone.
2. This bylaw shall come into full force and effect and is binding on all persons as and from the date of adoption.

Read a first time by the Municipal Council this

Public Hearing Waived by the Municipal Council this

Read a second and third time by the Municipal Council this

Adopted by the Municipal Council of the City of Kelowna this

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Mayor

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City Clerk



# REPORT TO COUNCIL



**Date:** May 25, 2020

**To:** Council

**From:** City Manager

**Department:** Development Planning Department

**Application:** Z20-0022

**Owners:** James (Scott) Dakin  
Jennifer Dakin

**Address:** 850 Glenmore Drive

**Applicant:** James (Scott) Dakin

**Subject:** Rezoning Application

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

**Existing Zone:** RU1 – Large Lot Housing

**Proposed Zone:** RU1c – Large Lot Housing with Carriage House

---

## 1.0 Recommendation

THAT Rezoning Application No. Z20-0022 to amend the City of Kelowna Zoning Bylaw No. 8000 by changing the zoning classification of Lot 7 Section 29 Township 26 ODYD Plan 4101, located at 850 Glenmore Drive, Kelowna, BC from the RU1 – Large Lot Housing zone to the RU1c – Large Lot Housing with Carriage House zone, be considered by Council;

AND THAT Council, in accordance with Local Government Act s. 464(2), waive the Public Hearing for the Rezoning Bylaw.

## 2.0 Purpose

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

## 3.0 Development Planning

Development Planning Staff support the proposed rezoning application to RU1c to facilitate the development of a carriage house. The Official Community Plan (OCP) Future Land Use Designation of the subject property and neighbouring properties is MRL – Multiple Unit Residential (Low Density). The purpose of MRL is low density, multi-family housing such as townhouses or garden apartments. This application is considered a minor rezoning, which does not depart from the overarching RU1 zone. On this basis, the application is seen to be consistent with the OCP. The application meets several OCP policies including

sensitive infill and compact urban form. The property is connected to City sanitary sewer and is within the Permanent Growth Boundary.

#### 4.0 Proposal

##### 4.1 Project Description

The proposed rezoning from RU1 to RU1c is to facilitate the development of a new carriage house. The applicant has submitted conceptual drawings showing the carriage house on the property. The proposed carriage house will be accessed off Lowland Street and parking requirements are met with an attached garage to the carriage house. The proposal indicates that the carriage house can be constructed to meet all Zoning Bylaw Regulations without any variances. The subject property is near parks, schools, and nearby transit to Glenmore Drive making this a suitable location for increased density.

##### 4.2 Site Context

The subject property is in the Glenmore – Clifton – Dilworth OCP Sector and the surrounding area is primarily zoned RU1 – Large Lot Housing, RU1 – Large Lot Housing with Carriage House and P3 -Parks and Open Space. The surrounding area has a Future Land Use Designation of MRL – Multiple Unit Residential – Low Density, S2RES – Single/Two Unit Residential and REC – Private Recreation.

Specifically, adjacent land uses are as follows:

Orientation	Zoning	Land Use
North	RU1 – Large Lot Housing	Single-Family Dwelling
East	P3 – Parks and Open Space	Kelowna Golf & Country Club
South	RU1 – Large Lot Housing	Single-Family Dwelling
West	RU1 – Large Lot Housing	Single-Family Dwelling

**Subject Property Map:** 850 Glenmore Drive



## **5.0 Current Development Policies**

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

#### **Chapter 1: Introduction**

##### ***Goals for a Sustainable Future:***

Contain Urban Growth – Reduce greenfield urban sprawl and focus growth in compact, connected and mixed-use (residential and commercial) urban and village centres.

#### **Chapter 5: Development Process**

##### ***Objective 5.3 Focus development to designated growth areas***

*Policy .2 Compact Urban Form.* Develop a compact urban form that maximizes the use of existing infrastructure and contributes to energy efficient settlement patterns. This will be done by increasing densities (approximately 75 – 100 people and/or jobs located within a 400 metre walking distance of transit stops is required to support the level of transit service) through development, conversion, and re-development within Urban Centres (see Map 5.3) in particular and existing areas as per the provisions of the Generalized Future Land Use Map 4.1

##### ***Objective 5.22 Ensure context sensitive housing development***

*Policy .6 Sensitive Infill.* Encourage new development or redevelopment in existing residential areas to be sensitive to or reflect the character of the neighbourhood with respect to building design, height and siting.

*Policy .12 Carriage Houses & Accessory Apartments.* Support carriage houses and accessory apartments through appropriate zoning regulations.

## **6.0 Technical Comments**

### **6.1 Development Engineering Department**

6.1.1 Existing Driveway to Glenmore Drive to be removed.

## **7.0 Application Chronology**

Date of Application Received: March 3<sup>rd</sup>, 2020

Date Public Consultation Completed: April 26<sup>th</sup>, 2020

**Report prepared by:** Tyler Caswell, Planner I

**Reviewed by:** James Moore, Urban Planning & Development Policy Manager

**Approved for Inclusion:** Terry Barton, Development Planning Department Manager

#### **Attachment:**

Attachment A: Conceptual Drawing Package









# Z20-0022

# 850 Glenmore Drive

Rezoning Application



# Proposal

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

# Development Process

Mar 3<sup>rd</sup>, 2020

Development Application Submitted

Staff Review & Circulation

Apr 26<sup>th</sup>, 2020

Public Notification Received

May 25<sup>th</sup>, 2020

Initial Consideration

Public Correspondence Period

Second, Third &  
Final Readings

Building Permit

Council  
Approvals

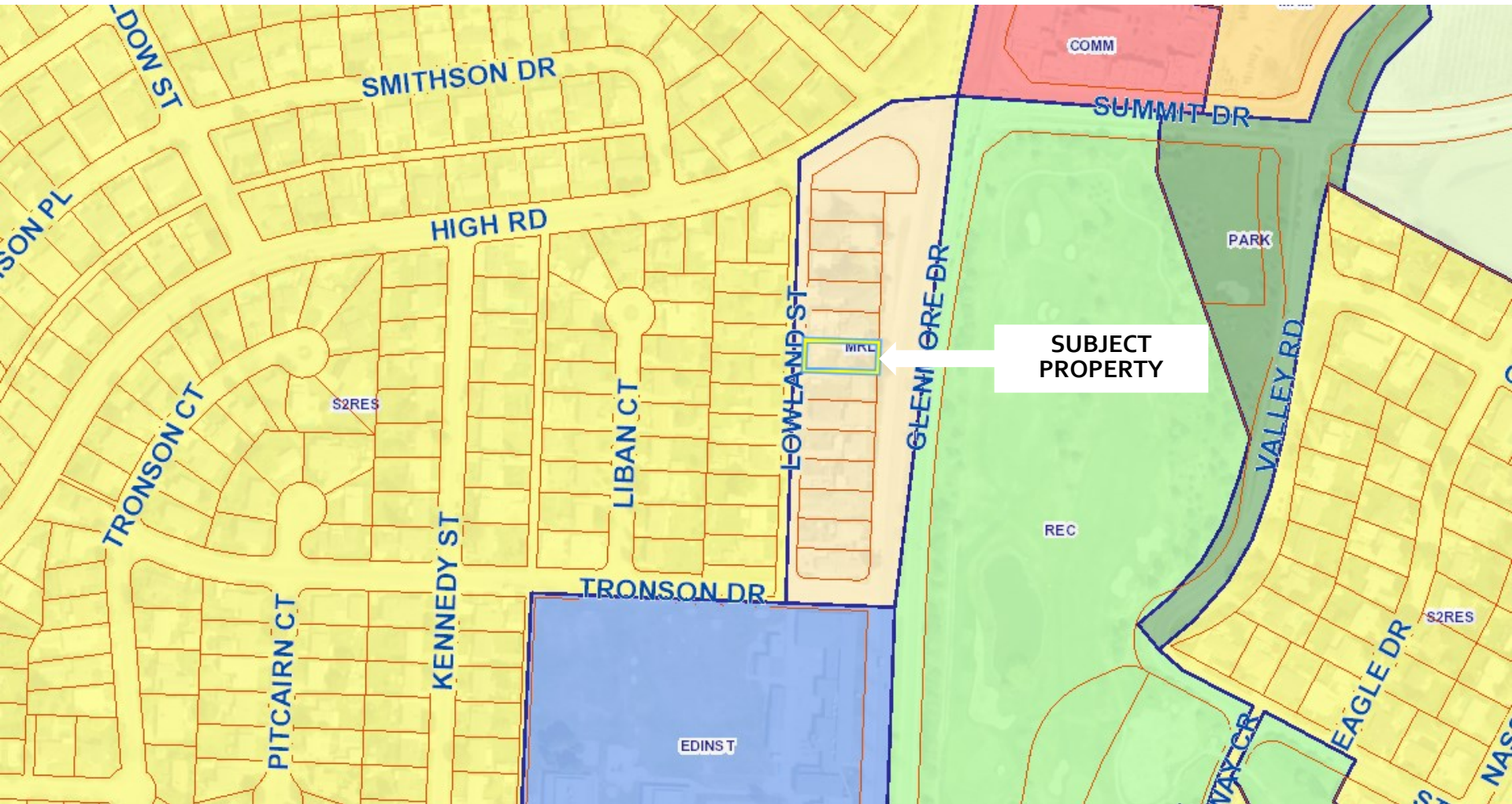


# Context Map



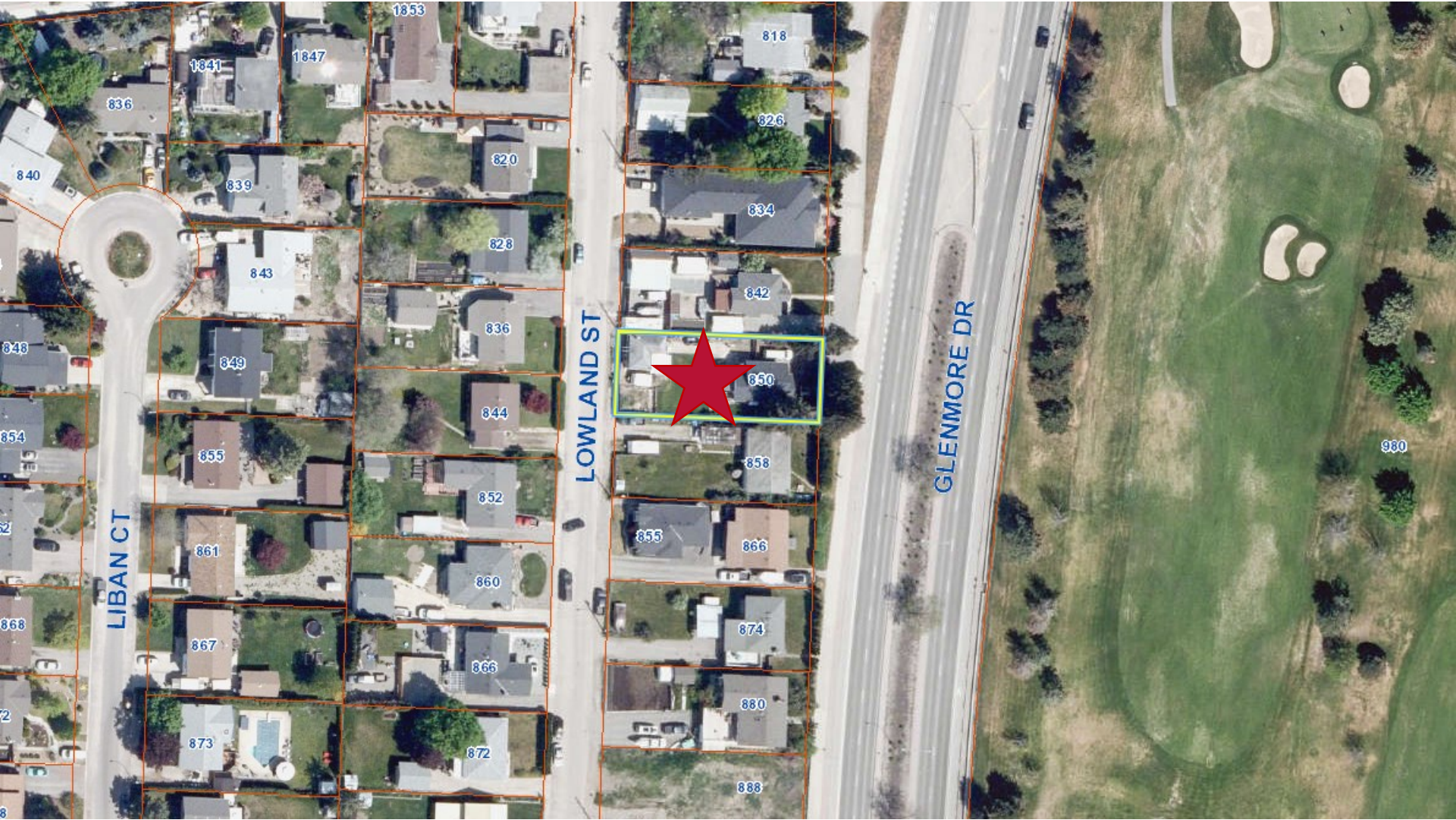


# OCP Future Land Use / Zoning





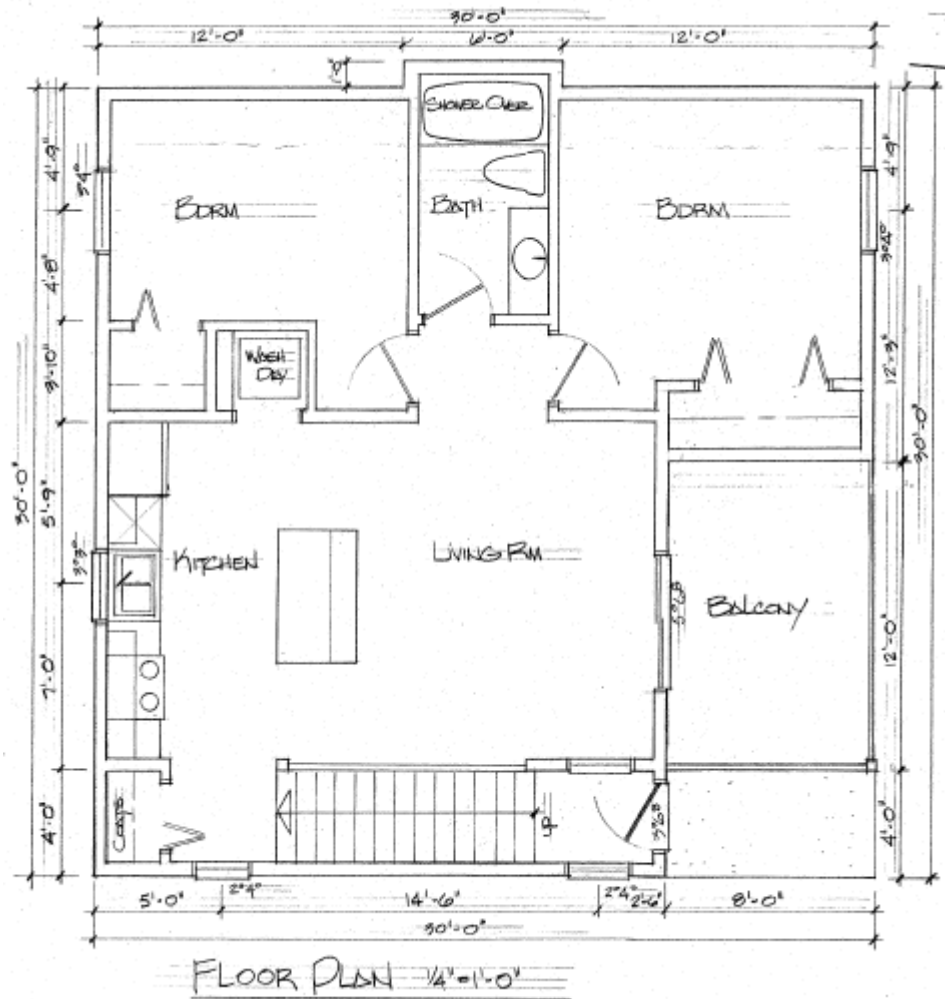
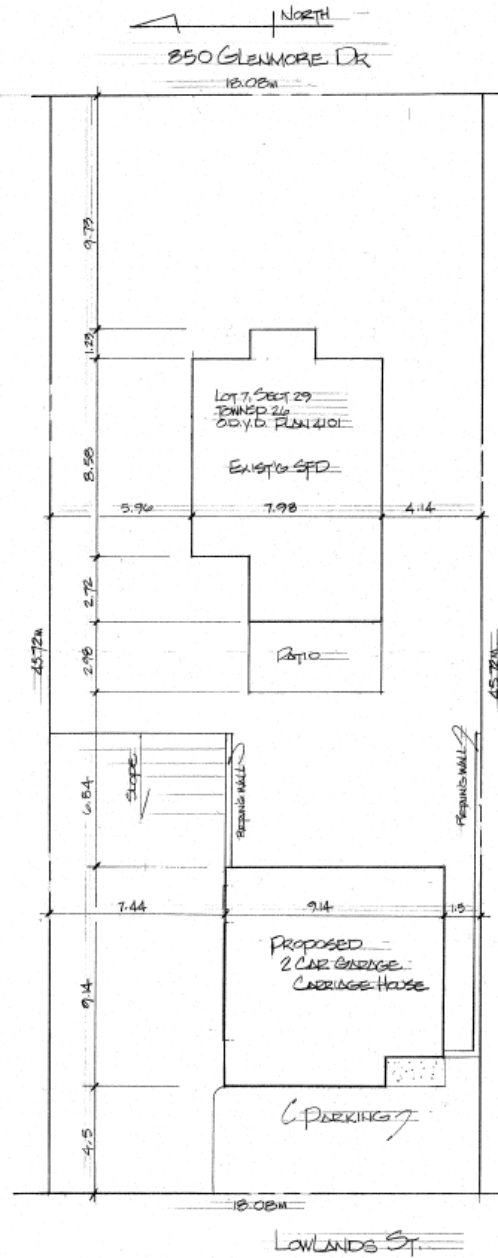
# Subject Property Map



# Project/technical details

- ▶ Proposed rezoning will facilitate a carriage house
- ▶ The property will now access entirely off of Lowland St.
- ▶ No variances have been identified relating to the proposed rezoning.

# Conceptual Site Plan



# Development Policy

- ▶ Meets the intent of Official Community Plan Urban Infill Policies:
  - ▶ Within Permanent Growth Boundary
  - ▶ Complete Communities
  - ▶ Sensitive Infill
  - ▶ Carriage Houses and Accessory Apartments
- ▶ Consistent with Zoning Bylaw – no variances



# Staff Recommendation

- ▶ Staff recommend **support** of the proposed rezoning to facilitate development of a carriage house
  - ▶ Meets the intent of the Official Community Plan
    - ▶ Urban Infill Policies
    - ▶ Appropriate location for adding residential density



## *Conclusion of Staff Remarks*

**CITY OF KELOWNA**  
**BYLAW NO. 12036**  
**Z20-0022 – 850 Glenmore Drive**

---

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

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

1. THAT City of Kelowna Zoning Bylaw No. 8000 be amended by changing the zoning classification of Lot 7 Section 29 Township 26 ODYD Plan 4101, located on Glenmore Drive, Kelowna, BC from the RU1 – Large Lot Housing zone to the RU1c – Large Lot Housing with Carriage House zone.
2. This bylaw shall come into full force and effect and is binding on all persons as and from the date of adoption.

Read a first time by the Municipal Council this

Public Hearing Waived by the Municipal Council this

Read a second and third time and adopted by the Municipal Council of the City of Kelowna this

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Mayor

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City Clerk



# REPORT TO COUNCIL



**Date:** May 25, 2020

**To:** Council

**From:** City Manager

**Department:** Development Planning

**Application:** Z19-0098      **Owner:** Tri-Moor Holdings Ltd., Inc. No. 1050685; Rayal Enterprises Ltd., Inc. No. 70194

**Address:** 1570-1580 Water Street      **Applicant:** Fox Architecture (Randi Fox)

**Subject:** Rezoning Application

**Existing OCP Designation:** MXR – Mixed Use Residential / Commercial

**Existing Zone:** C7 – Central Business Commercial

**Proposed Zone:** C7lp/rls – Central Business Commercial (Liquor Primary/Retail Liquor Sales)

---

## 1.0 Recommendation

THAT Rezoning Application No. Z19-0098 to amend the City of Kelowna Zoning Bylaw No. 8000 by changing the zoning classification of Lots 1, 2, 5 & 6 District Lot 139 ODYD Plan 1355, located at 1570 - 1580 Water St., Kelowna, BC from the C7 – Central Business Commercial zone to the C7lp/rls – Central Business Commercial (Liquor Primary/Retail Liquor Sales) zone, be considered by Council;

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

AND THAT final adoption of the Rezoning Bylaw be considered subsequent to the outstanding conditions of approval as set out in Schedule "A" attached to the Report from the Development Planning Department dated May 25, 2020;

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

## 2.0 Purpose

To rezone the subject property from the C7 – Central Business Commercial zone to the C7lp/rls – Central Business Commercial (Liquor Primary/Retail Liquor Sales) zone to allow for a liquor primary establishment with retail liquor sales.

## 3.0 Development Planning

Development Planning supports the proposal to rezone the subject property to C7lp/rls – Central Business Commercial (Liquor Primary/Retail Liquor Sales) to allow for a liquor primary establishment with retail liquor sales.

The applicant proposes to develop an unique establishment featuring a wine bar; lounge; roof top deck; interpretive centre & tasting room; education centre & lab; and wine shop. The total person capacity across all functions is proposed to be 625. According to Council Policy No. 359 Liquor Licensing Policy & Procedures, Liquor Primary Establishments with a person capacity greater than 249 are considered to be Large Establishments, and thus this would be considered a Large Establishment.

Admittedly, the proposed development is inconsistent with multiple guidelines in Council Policy No. 359 regarding both size and proximity to other Liquor Primary Establishments. The inconsistencies are outlined in Table 1. below:

**Table 1. Inconsistencies with Council Policy No. 359 Liquor Licensing Policy & Procedures**

Establishment Type:	Policy:	Proposed:
<b>Large Liquor Primary Establishment</b>	No greater than 500 person capacity	625 person capacity
	Min. 250m from other Large Establishments	4 Large Establishments w/in 250m
	Min. 100m from Medium Establishments	2 Medium Establishments w/in 100m
<b>Retail Liquor Sales</b>	Not in conjunction with Liquor Primary Establishment > 150 person capacity	In conjunction with Liquor Primary Establishment with 625 person capacity
	Not within 300m of existing Liquor Primary Establishment with person capacity > 350	4 Liquor Primary Establishments > 350 person capacity w/in 300m

However, it is important to note that these policies were intended primarily for nightclubs and bars where late night alcohol consumption is the main focus of the venue. In connection with this, Council Policy No. 359 also advises that the City support “alternative entertainment options, and/or establishments which are less focused on alcohol consumption (including event-driven establishments, and Food Primary establishments with the Patron Participation Entertainment Endorsement) to add a mix of entertainment options in Urban Centres.” (Policy 2.b.) In this case, the proposed development has a unique mix of features, including a prominent educational component, and though alcohol will be consumed, this is not the focus of the venue. As such, the proposed development would add to the mix of entertainment options in the downtown core, in line with Council Policy No. 359. To reinforce this, the City’s Downtown Plan encourages the development of more urban entertainment options in the downtown core, and especially in the Historic and Entertainment

District of the downtown core wherein the subject property is located (Kelowna Downtown Plan: My Downtown! p. 11-13, p. 17).

In addition, the applicant proposes preserving and refurbishing two unique and prominent heritage buildings on the City's Heritage Register, and city policy is strongly in favor of this type of historical preservation and adaptive reuse (OCP Objective 9.2; Kelowna Downtown Plan: My Downtown! p. 17).

For these reasons, Staff are supportive of the proposed rezoning.

#### **4.0 Proposal**

##### **4.1 Background**

1580 Water St. was originally built as a 1 storey building in 1908 to house the Kelowna Courier—one of Kelowna's original newspapers. The second storey of the building was added in 1928. Kelowna Courier continued to occupy the building until 1957 when the business moved to a new location on Doyle Ave. From this point the building hosted a series of businesses, including, most recently, the Keg restaurant.

1570 Water St. was originally built circa 1910 to house a Chinese restaurant on the ground floor with living quarters above. The building changed hands numerous times over the years but has always remained a restaurant, and also served as an extension of the Keg at one point. Most recently, the building housed La Lupita restaurant. Though the building was originally built in brick, similar to 1580 Water St., the brick was stuccoed over in the post-WWII era. The current development application proposes removing the stucco and refurbishing the original brick.

##### **4.2 Project Description**

The applicant proposes rezoning the property to C7lp/rls – Central Business Commercial (Liquor Primary/Retail Liquor Sales) to allow for a liquor primary establishment with retail liquor sales. Specifically, the applicant proposes an establishment to feature a wine bar (60 person capacity); lounge (150 person capacity); roof top deck (60 person capacity); interpretive centre & tasting room (300 person capacity); education centre & lab (30 person capacity); and wine shop (25 person capacity). 625 person capacity total.

The application also proposes refurbishing and adding on to the existing heritage buildings, for which a Development Permit will be required.

##### **4.3 Site Context**

The subject property is in the City Centre Urban Centre, in a part of Downtown called the Historic and Entertainment District in the City's Downtown Plan. There are numerous buildings on the City's Heritage Register in the area, as well as on the block itself—Water St. between Bernard Ave. and Lawrence Ave. There are also numerous pubs and nightclubs in the area.

Specifically, adjacent land uses are as follows:

Orientation	Zoning	Land Use
North	C7 – Central Business Commercial	Restaurant
East	C7 – Central Business Commercial	Vacant
South	C7 – Central Business Commercial	Fire Hall
West	C7lp – Central Business Commercial (Liquor Primary)	Nightclub

**Subject Property Map: 1570-1580 Water St.**



**5.0 Current Development Policies**

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

**Chapter 8: Economic Development**

*Objective 8.1 Focus on economic drivers that generate new and sustainable wealth*

*Policy .1 Sustainable Prosperity.* Assign priority to supporting the retention, enhancement and expansion of existing businesses and post secondary institutions and the attraction of new businesses and investment identified as bringing sustainable prosperity to Kelowna.

*Objective 8.9 Portray a positive image of Kelowna.*

*Policy .2 Downtown.* Recognize that a unique, attractive, thriving and livable downtown is strategically important to Kelowna's overall prosperity and success. Towards this end, the City will plan and manage the Downtown as a single and special entity and will take a proactive, comprehensive, integrated and collaborative approach towards providing services and infrastructure, delivering programs, and developing a supportive regulatory and financial environment.

## Chapter 9: Arts, Culture and Heritage

*Objective 9.2 Identify and conserve heritage resources.*

*Policy .3 Financial Support.* Continue to support the conservation, rehabilitation, interpretation, operation and maintenance of heritage assets through grants, incentives and other means.

### 5.2 Kelowna Downtown Plan: My Downtown!

Priority 2. Increase activity downtown

### 5.3 Council Policy No. 359: Liquor Licensing Policy & Procedures

2. Other Policies. b) Where appropriate, support alternative entertainment options, and/or establishments which are less focused on alcohol consumption (including event-driven establishments, and Food Primary establishments with the Patron Participation Entertainment Endorsement) to add a mix of entertainment options in Urban Centres. Consider limiting potential community impacts via license terms and conditions (hours, capacity, etc)

## **6.0 Technical Comments**

### 6.1 Development Engineering Department

- See Schedule A

## **7.0 Application Chronology**

Date of Application Received: July 5, 2019

Date Public Consultation Completed: August 12, 2019

**Report prepared by:** Aaron Thibeault, Planner II

**Reviewed by:** James Moore, Acting Development Planning Manager

**Approved for Inclusion:** Terry Barton, Development Planning Department Manager

### **Attachments:**

Schedule A: Development Engineering Memo

Attachment A: Conceptual Renderings

Attachment B: Applicant Rationale

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## CITY OF KELOWNA

# MEMORANDUM

**Date:** July 08, 2019  
**File No.:** Z19-0098  
**To:** Community Planning (AT)  
**From:** Development Engineering Manager (JK)  
**Subject:** 1570-180 Water Street

**SCHEDULE**

**A**

This forms part of application

# Z19-0098

Planner  
Initials

AT

City of  
**Kelowna**  
COMMUNITY PLANNING



C7 to C7LP/RLS

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

**1) General.**

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

**2) Domestic Water and Fire Protection**

- a) Property 1570-1580 Water Street is currently serviced with a 50mm-diameter water service. The developer's consulting mechanical engineer will determine the domestic, fire protection requirements of this proposed development and establish hydrant requirements and service needs. The applicant will arrange for the removal and disconnection of the existing services and the installation of one new larger service at the applicants cost.
- b) A water meter is mandatory for this development and must be installed inside the building on the water service inlet as required by the City Plumbing Regulation and Water Regulation bylaws. The developer or building contractor must purchase the meter from the City at the time of application for a building permit from the Inspection Services Department, and prepare the meter setter at his cost. Boulevard landscaping, complete with underground irrigation system, must be integrated with the on-site irrigation system
- c) The developer must obtain the necessary permits and have all existing utility services disconnected prior to removing or demolishing the existing structures. The City of Kelowna water meter contractor must salvage existing water meters, prior to building demolition. If water meters are not salvaged, the developer will be invoiced for the meters

**3) Sanitary Sewer**

- a) Our records indicate that these properties are currently serviced with a 150mm-diameter sanitary sewer service. The applicant's consulting mechanical engineer will determine the requirements of the proposed development and establish the service needs. Only one service will be permitted for this development. If required,



the applicant will arrange for the removal and disconnection of the existing service and the installation of one new larger service at the applicants cost.

**4) Road Improvements**

- a) Water Street has been upgraded to a urban standard however, if the frontage is deemed to be in poor condition, the sidewalk, and curb & gutter will need to be replaced.
- b) Lawrence Ave has been upgraded to a urban standard however, if the approval of a sidewalk patio area is given, then the frontage improvements including sidewalk, curb & gutter, landscaped BLVD c/w irrigation may be needed.

**5) Design and Construction**

- i) Design, construction supervision and inspection of all off-site civil works and site servicing must be performed by a Consulting Civil Engineer and all such work is subject to the approval of the City Engineer. Drawings must conform to City standards and requirements.
- ii) Engineering drawing submissions are to be in accordance with the City's "Engineering Drawing Submission Requirements" Policy. Please note the number of sets and drawings required for submissions.
- iii) Quality Control and Assurance Plans must be provided in accordance with the Subdivision, Development & Servicing Bylaw No. 7900 (refer to Part 5 and Schedule 3).
- iv) A "Consulting Engineering Confirmation Letter" (City document 'C') must be completed prior to submission of any designs.
- v) Before any construction related to the requirements of this subdivision application commences, design drawings prepared by a professional engineer must be submitted to the City's Works & Utilities Department. The design drawings must first be "Issued for Construction" by the City Engineer. On examination of design drawings, it may be determined that rights-of-way are required for current or future needs.

**6) Servicing Agreement for Works and Services**

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

**7) Administration Charge**

- i) An administration charge will be assessed for processing of this application, review and approval of engineering designs and construction

inspection. The administration charge is calculated as (3.5% of Total Off-Site Construction Cost plus GST).

## 8) Bonding and Levy Summary

### i) Bonding

(a) Offsite improvements

**TBD**

*Ryan O'Sullivan for James Kay*

James Kay P.Eng.  
Development Engineering Manager

JA

<b>SCHEDULE</b>		<b>A</b>
This forms part of application # <b>Z19-0098</b>		
Planner Initials	AT	 <b>City of Kelowna</b> <small>COMMUNITY PLANNING</small>



ATTACHMENT A

This forms part of application

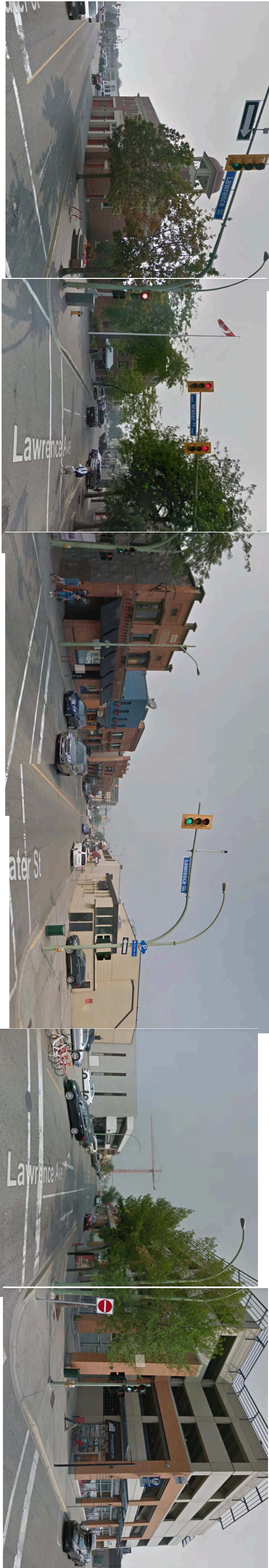
# Z19-0098

Planner  
Initials

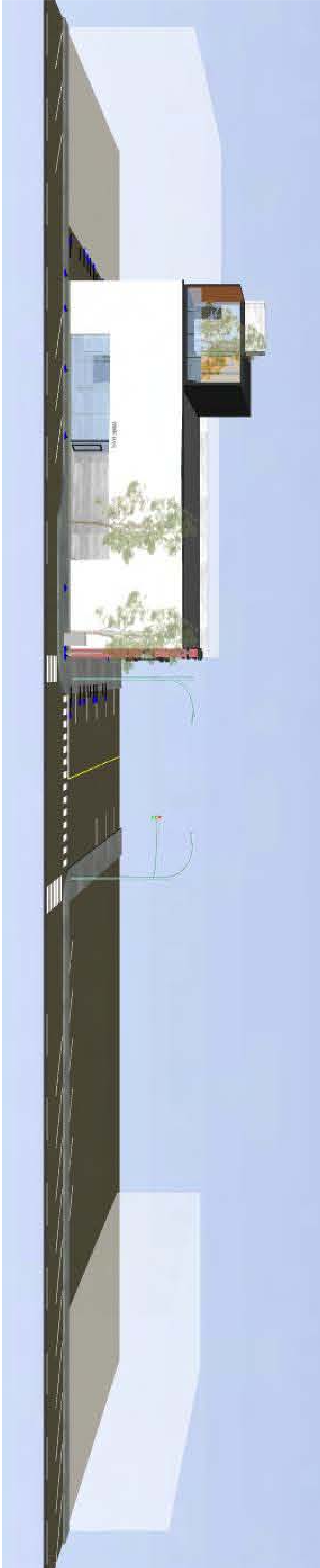
AT



3 CONTEXT PHOTOS



2 LAWRENCE AVE STREET ELEVATION  
SCALE: 1:40



1 WATER ST STREET ELEVATION  
SCALE: 1:40

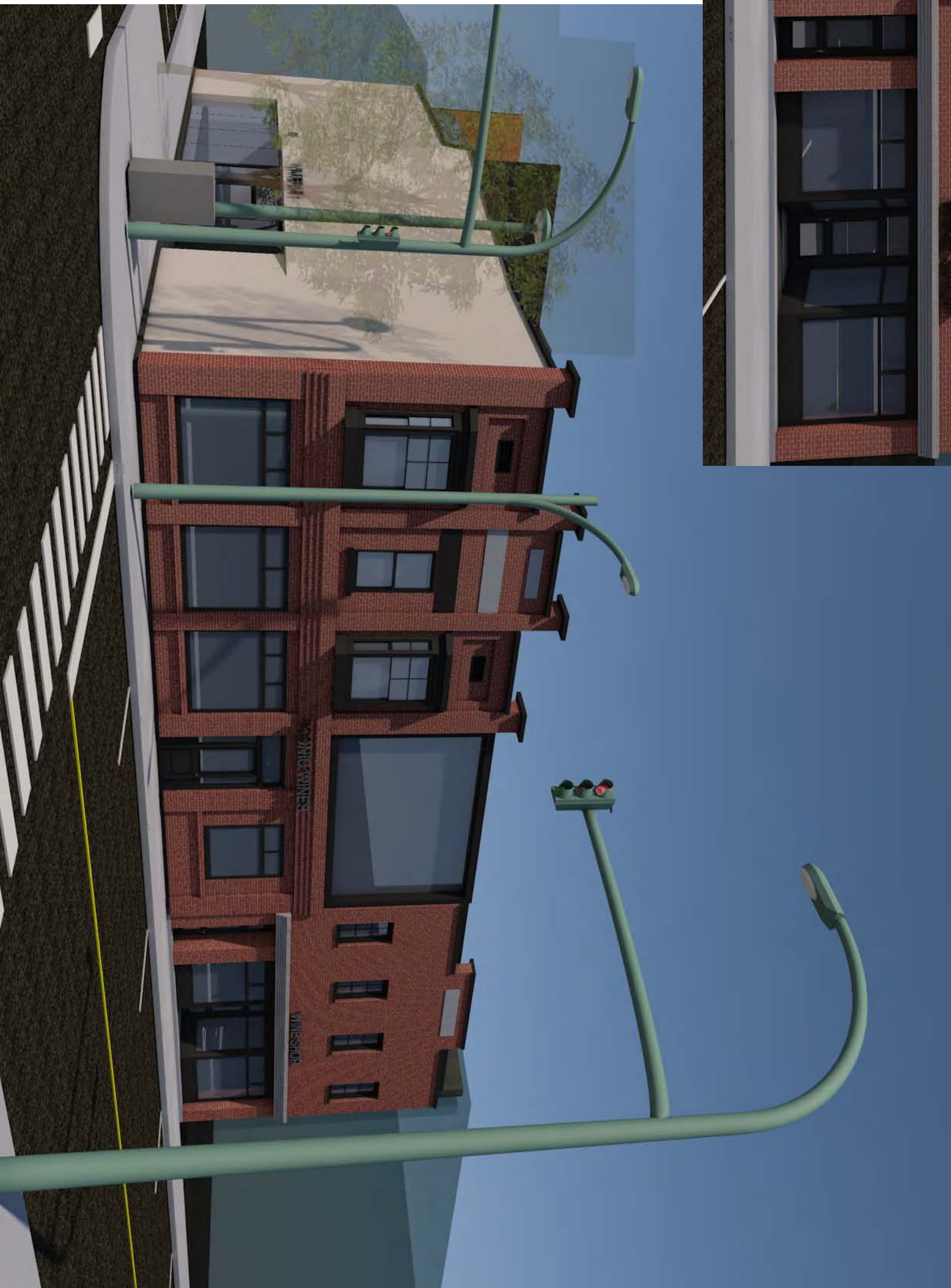


A-900	ELEVATION STUDIES		Water St Building	18-013						CONSULTANTS	510 West Ave Kelowna BC V1Y 4Z4  foxarchitecture.ca 778.484.3696	
	DP & REZONING SUBMITTAL 06.04.19											
	DP & REZONING SUBMITTAL REV. 1 - 08.26.19											
			1570-80 Water St, Kelowna BC LOTS 1&6, and 2&5 PLN 1355, DL 139, ODYD									





1 EAST PERSPECTIVE ELEVATION



2 VIEW TO W-NW



3 VIEW TO N-NW



5 VIEW TO SW

ATTACHMENT

A

This forms part of application

# Z19-0098

Planner Initials

AT

City of Kelowna

COMMUNITY PLANNING



4 SOUTH PERSPECTIVE ELEVATION

A-901	3-D VIEWS	Water St Building	18-013						CONSULTANTS	<div>510 West Ave Kelowna BC V1Y 4Z4</div> <div>foxarchitecture.ca 778.484.3696</div> <div><div><div></div><div>FOX ARCHITECTURE</div><div>SUSTAINABLE MODERN DESIGN</div></div></div>
	DP & REZONING SUBMITTAL 06.04.19									
	DP & REZONING SUBMITTAL REV. 1 - 08.26.19									
		1570-80 Water St, Kelowna BC LOTS 1&6, and 2&5 PLN 1355, DL 139, ODYD								



ATTACHMENT

A

This forms part of application

# Z19-0098

Planner  
Initials

AT

City of  
Kelowna

COMMUNITY PLANNING



1 VIEW TO NW




1 VIEW TO SW



2 EAST PERSPECTIVE ELEVATION



A-902	3-D VIEWS	Water St Building	1570-80 Water St, Kelowna BC LOTS 1&6, and 2&5 PLN 1355, DL 139, ODYD	18-013						CONSULTANTS	510 West Ave Kelowna BC V1Y 4Z4  foxarchitecture.ca 778.484.3696	
	DP & REZONING SUBMITTAL 07.06.19											
	DP & REZONING SUBMITTAL REV. 1 - 08.26.19											



DP 19-0143

**1570-80 Water St. Development Proposal**

This forms part of application

# Z19-0098

Planner  
Initials

AT

City of  
**Kelowna**  
COMMUNITY PLANNING

The Development Proposal is to restore, remodel and construct additions to the existing buildings on existing developed downtown lots on Water St. providing exhibition space, tasting rooms, wine store, restaurant and wine bar in order to showcase the best in Okanagan viticulture and vinification. The associated Re-zone is to allow the proposed wine service and sales venues.

The project will be fully sprinklered, fully accessible, and constructed to allow for future division into two independent buildings. A covenant will outline the required installation of then-code required fire and life-safety items: walls, stairs etc. should future ownership or tenancy consolidation not occur.

The cantilevered wall/canopy on the Lawrence Ave facade will be subject to a separate air-rights agreement with the City Real Estate Dept.

A sidewalk patio area is intended along Lawrence Ave. Permits for this use will be acquired at the appropriate time.

**1570-80 Water St. Design Rationale Statement**

The proposal is to restore the character defining elements of the two heritage buildings at 1570 and 1580 Water St as part of a high-quality, high-profile destination building. The intent is to preserve the historical look from the late 1920's while incorporating adaptive re-use strategies to accommodate the 21<sup>st</sup> C uses. The expectation is that both the restoration and the upscale clientele will help revitalize and activate the streets with destination-oriented uses.

The Kelowna *OCP* and the *Standards and Guidelines for the Conservation of Historic Places in Canada* have been followed, with the proposed new additions being compatible, subordinate and distinguishable from the historic. To this end, the height, massing, and materials are similar to, and respect those of the original buildings, yet are clearly of the 21<sup>st</sup> C.

The existing historic brick facades on Water St. will be stabilized and restored for use as the main entrances to the various interior functions. Historical photos from the City Archives are being used to re-create the early look of the buildings. Windows and doors will be re-created to match those in the photos, and the bricked-in storefront at 1570 will be removed and a typical historic style storefront entrance constructed. A new transparent glass addition will be inserted in the empty space on the upper level to complete the second storey façade.

The remainder of the site will be reconstructed as required, with new crawl space, ground and second level additions to replace the existing unstable structure toward the lane, and to maximize the site coverage to 100% over both floors.



The currently blank Lawrence Ave façade will be activated with new street level wine bar entrance connected to a sidewalk seating area. The second-level wall will project over the sidewalk, creating a dynamic entrance canopy as well as hinting at the program inside. A roof deck will be located at the rear SE corner to further enhance the dynamic of streetscape, while being subtle enough to be un-noticeable to the casual viewer.

Since the building covers 100% of the lot, vehicle and bicycle parking will be accommodated with street parking and in the existing parkade across the street. Loading will be accommodated in the lane as per existing and standard practice in the core area.

Multiple access points at grade will serve pedestrian uses. The entire building including the roof deck will be accessible via the elevator. Generous glazing will create a vibrant street presence, provide the occupants a dynamic experience of street and downtown life, while assisting in CPTED “eyes on the street” Exterior lighting will respect Kelowna’s “Dark Skies” ambitions and will consist of “Full-Cutoff” fixtures to minimize light pollution off-site.

A Heritage Report has been commissioned from Ance Building Services and is attached.

This project is intended to be an innovative and exciting prototype, rethinking the traditional wine venue, while respecting, re-interpreting and activating the form and character of the historic downtown.





# Z19-0098

# 1570-1580 Water St.

Rezoning Application



# Proposal

- ▶ To rezone the subject property from C7 – Central Business Commercial to C7lp/rls – Central Business Commercial (Liquor Primary/Retail Liquor Sales) to allow for a liquor primary establishment with retail liquor sales.

# Development Process

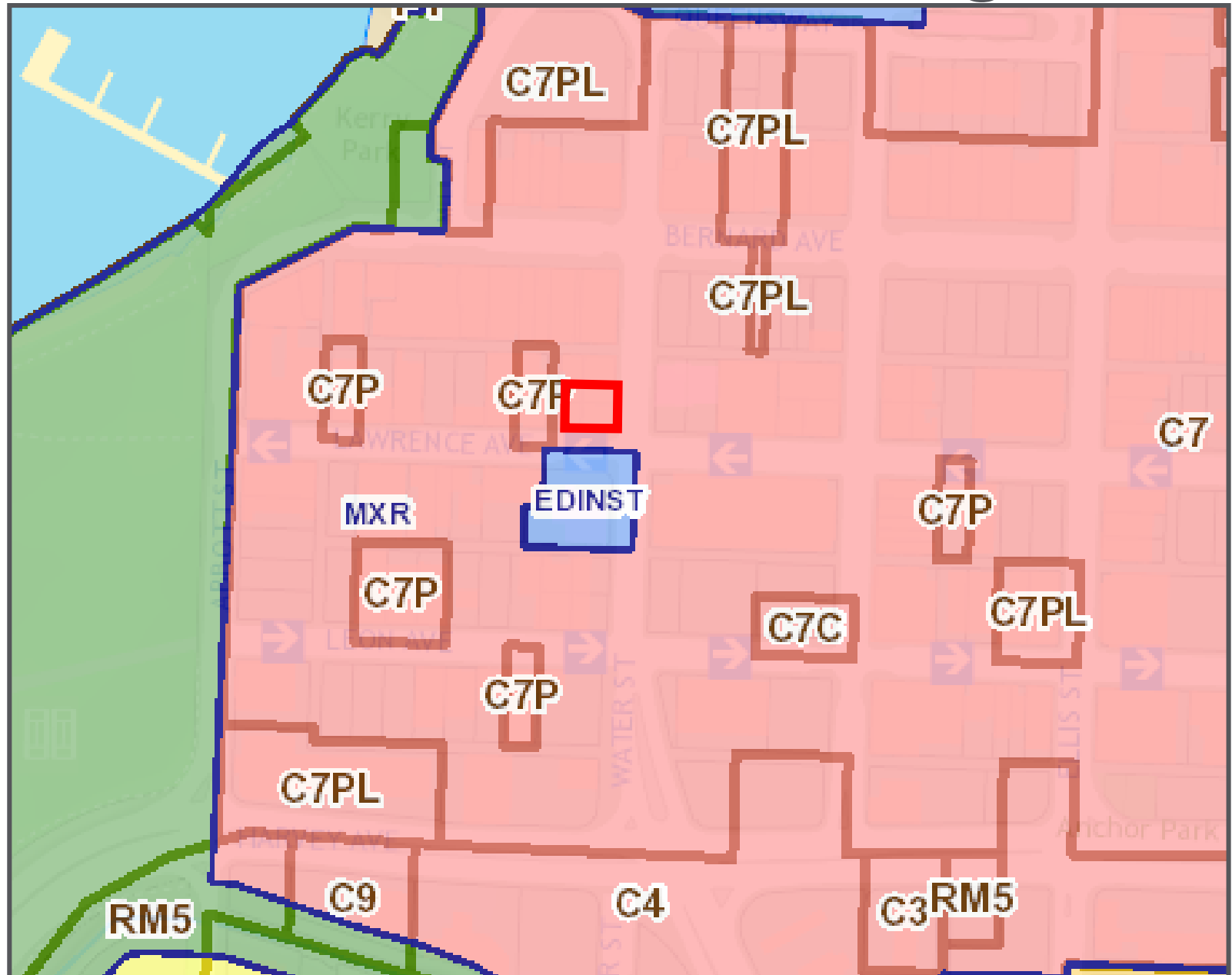


# Context Map





# OCP Future Land Use / Zoning



# Subject Property Map



# Project/technical details

- ▶ Establishment to feature:
  - ▶ Wine bar (60 capacity)
  - ▶ Lounge (150 capacity)
  - ▶ Roof top patio (60 capacity)
  - ▶ Interpretive centre & tasting room (300 capacity)
  - ▶ Education centre & lab (30 capacity)
  - ▶ Wine shop (25 capacity)
- ▶ Total person capacity: 625
  - ▶ Considered to be a Large Establishment (Policy No. 359).
- ▶ Also proposes refurbishing and adding on to 2 heritage buildings on the City's Heritage Register.

# Conceptual Renderings





# Conceptual Renderings





# Development Policy

- ▶ Proposal is inconsistent with multiple policies in Council Policy No. 359 regarding both size and proximity to other Liquor Primary Establishments:

Establishment Type:	Policy:	Proposed:
Large Liquor Primary Establishment	No greater than 500 person capacity	625 person capacity
	Min. 250m from other Large Establishments	4 Large Establishments w/in 250m
	Min. 100m from Medium Establishments	2 Medium Establishments w/in 100m
Retail Liquor Sales	Not in conjunction with Liquor Primary Establishment > 150 person capacity	In conjunction with Liquor Primary Establishment with 625 person capacity
	Not within 300m of existing Liquor Primary Establishment with person capacity > 350	4 Liquor Primary Establishments > 350 person capacity w/in 300m

- ▶ However, these policies are intended primarily for nightclubs and bars where alcohol consumption is the main focus of the venue.

# Development Policy

- ▶ Policy No. 359 also advises the City support “alternative entertainment options... which are less focused on alcohol consumption... to add a mix of entertainment options in Urban Centres.”
- ▶ Proposed development has unique mix of features, including a prominent educational component, and consumption of alcohol is not the focus of the venue.
  - ▶ As such, proposed development would add to the mix of entertainment options in the downtown core, in line with Council Policy No. 359.

# Development Policy

- ▶ City's Downtown Plan encourages the development of more urban entertainment options in the downtown core, and especially in the Historic and Entertainment District wherein the subject property is located.
- ▶ Also, the preservation and adaptive reuse of heritage buildings, as is being proposed, is strongly supported by City policy.

# Public Notification Policy #367

- ▶ Neighbor Consultation completed in accordance with Council Policy No. 367
  - ▶ Complete August 12, 2019



# Staff Recommendation

- ▶ Staff recommend support for the proposal to rezone the lot to C7 – Central Business Commercial (Liquor Primary/Retail Liquor Sales) to allow for a liquor primary establishment with retail liquor sales.
  - ▶ Contributes to a mix of entertainment options in the downtown core
  - ▶ Supports local business
  - ▶ Preservation and adaptive reuse of unique and prominent heritage buildings



## *Conclusion of Staff Remarks*

Liquid Zoo  
O.L.: 450

Sapphire  
O.L.: 473

Level (closed)  
O.L.: 464

Habitat (closed)  
O.L.: 366 95







**CITY OF KELOWNA**  
**BYLAW NO. 12037**  
**Z19-0098 – 1570-1580 Water Street**

---

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

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

1. THAT City of Kelowna Zoning Bylaw No. 8000 be amended by changing the zoning classification of Lots 1, 2, 5 and 6 District Lot 139 ODYD Plan 1355, located on Water Street, Kelowna, BC from the C7 – Central Business Commercial zone to the C7lp/rls – Central Business Commercial (Liquor Primary/Retail Liquor Sales) zone.
2. This bylaw shall come into full force and effect and is binding on all persons as and from the date of adoption.

Read a first time by the Municipal Council this

Considered at a Public Hearing on the

Read a second and third time by the Municipal Council this

Approved under the Transportation Act this

---

(Approving Officer – Ministry of Transportation)

Adopted by the Municipal Council of the City of Kelowna this

---

Mayor

---

City Clerk

# REPORT TO COUNCIL



**Date:** May 25<sup>th</sup>, 2020

**To:** Council

**From:** City Manager

**Department:** Development Planning Department

**Application:** OCP20-0008 / Z20-0030

**Owner:** Glenwest Properties Ltd., Inc.  
No. Co889227

**Address:** (W OF) Union Road and 2025 Begbie Road

**Applicant:** Cameron Dodd (Wilden)

**Subject:** OCP Amendment and Rezoning Application

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

**Proposed OCP Designation:** EDINST – Educational/Major Institutional

**Existing Zone:** RM3 – Low Density Multiple Housing

**Proposed Zone:** P2 – Education and Minor Institutional

---

## 1.0 Recommendation

THAT Official Community Plan Map Amendment Application No. OCP20-0008 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:

a) Lot A Sections 4, 5, 8 and 9 Township 23 ODYD Plan KAP69724 Except Plans KAP71944, KAP73768, KAP75949, KAP78547, KAP80107, KAP81912, KAP85278, KAP86750, EPP24895 and EPP93548, located at 2025 Begbie Road, Kelowna, BC;

b) The North East ¼ of Section 8 Township 23 ODYD Except Plan KAP69724, located at (W OF) Union Road, Kelowna, BC

from MRL – Multiple Unit Residential (Low Density) designation to EDINST – Educational/Major Institutional designations as shown on Map "A" attached to the Report from the Development Planning Department dated May 25<sup>th</sup>, 2020, be considered by Council;

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

AND THAT Rezoning Application No. Z20-0030 to amend the City of Kelowna Zoning Bylaw No. 8000 by changing the zoning classifications of portions of:

- a) Lot A Sections 4, 5, 8 and 9 Township 23 ODYD Plan KAP69724 Except Plans KAP71944, KAP73768, KAP75949, KAP78547, KAP80107, KAP81912, KAP85278, KAP86750, EPP24895 and EPP93548, located at 2025 Begbie Road, Kelowna, BC;
- b) The North East ¼ of Section 8 Township 23 ODYD Except Plan KAP69724, located at (W OF) Union Road, Kelowna, BC

from RM3 – Low Density Multiple Housing zone to the P2 – Education and Minor Institutional zone as shown on Map “B” attached to the Report from the Development Planning Department dated May 25<sup>th</sup>, 2020, be considered by Council;

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

## **2.0 Purpose**

To amend the Official Community Plan to change the Future Land Use designation of and to rezone portions of the subject properties to institutional to facilitate the School District’s minimum 6.0 acres site requirement for an elementary school.

## **3.0 Development Planning**

Development Planning Staff are recommending support for the proposed Official Community Plan (OCP) amendment and Rezoning applications to facilitate a future elementary school site. The proposal is consistent with the OCP and meets the intents of the overall Glenmore Highlands ASP and previously adopted Wilden Village Rezoning and OCP amendments. The majority of the subject property has already been rezoned to P2 – Education and Minor Institutional to facilitate the elementary school site, however, the required 6.0-acre site was missed during the original OCP Amendment (OCP17-0023) and Rezoning (Z17-0098) applications. Careful thought and deliberation between staff and the applicant were put into the original Wilden Village Plan, and staff consider this OCP Amendment and Rezoning application to be a minor change to the already adopted plans.

## **4.0 Proposal**

### **4.1 Background**

The site is within the Glenmore Highlands ASP area, adopted by Council in April 2000. The ASP established how the area is intended to develop and includes general plans for land uses, transportation and servicing. The ASP designates the subject site for Mixed-Use, School, Village Single / Multi Family, Clustered Single / Multi Family, and Village Interpretive Area development. The site had an OCP Amendment (OCP17-0023) and Rezoning Application (Z17-0098) adopted by Council June 10<sup>th</sup>, 2019. These plans established the future Wilden Village and slightly changed the original ASP area plans. Within these plans the Wilden Elementary School was established, however, the School District’s minimum 6.0-acre site requirements were missed.

### **4.2 Project Description**

The proposed school site is part of the proposed Wilden Village neighbourhood. This area is to serve as the hub of services, amenities and activity for the Wilden Area, providing for residents’ day-to-day needs. The area, including the subject property was selected for its ability to serve a range of functions and achieve some higher density development. The subject property was chosen as the future elementary school site in

Wilden Village Plan that was addressed in OCP17-0023 and Z17-0098, however, the area that was Rezoned wasn't large enough to meet the School District's minimum 6.0-acre site requirements. These OCP Amendment and Rezoning applications are to realign the borders of the school site to reach the minimum elementary school site requirements.

#### 4.3 Site Context

The subject property is in the Wilden neighbourhood in the City's Glenmore-Clifton-Dilworth Sector and is within the Permanent Growth Boundary. It is located west of Union Road, just south of Begbie Road. The Wilden Neighbourhood is identified as a Neighbourhood Centre (Glenmore Highlands) and a future Growth Area in the OCP.

Specifically, adjacent land uses are as follows:

Orientation	Zoning	Land Use
North	RM3 – Low Density Multiple Housing	Future Residential Development
East	P3 – Park and Open Space & RM2 – Low Density Row Housing	Future Park and Existing Row Housing Development
South	RM3 – Low Density Multiple Housing & RM5 – Medium Density Multiple Housing	Future Residential Development
West	RM3 – Low Density Multiple Housing & P3 – Parks and Open Space	Future Residential Development & Future Park

**Subject Property Map: (W OF) Union Road & 2025 Begbie Road**





## 5.0 Current Development Policies

### 5.1 Kelowna Official Community Plan (OCP)

#### Chapter 5: Development Process

Policy 5.2.3 *Complete Suburbs*: Support a mix of uses within Kelowna's suburbs, in accordance with "Smart Growth" principles to ensure complete communities. Uses that should be present in all areas of the City, at appropriate locations, including commercial, institutional, and all types of residential uses (including affordable and special needs housing) at densities appropriate to their context.

Policy 5.32.1 *Planning for School Sites*: Ensure the identification of school sites in appropriate locations during the planning of new neighbourhoods or intensification of existing neighbourhoods, based on the size and composition of the projected school age population.

Policy 5.32.5 *Location of Schools*: Plan residential and other new development such that schools (public and private) can be viably operated in central and easily accessible areas such as the City Centre, Town Centres, Highway Centre or Village Centres. Encourage retention of schools, and location of new schools, in central and easily accessible areas. Locations within the Urban Centres should be promoted wherever possible.

Policy 5.32.6 *Access to Schools*. Ensure schools are located where sidewalks, crosswalks, and cycle routes and trails already exist or can be economically added to provide safe routes to and from schools, including adherence to CPTED principles, as well as the City's Guidelines for Accessibility in Outdoor Areas.

## 6.0 Technical Comments

### 6.1 Development Engineering Department

6.1.1 All offsite infrastructure and services upgrades are addressed under Z17-0098.

## 7.0 Application Chronology

Date of Application Received: March 20<sup>th</sup>, 2020

Date Public Consultation Completed: April 3<sup>rd</sup>, 2020

**Report prepared by:** Tyler Caswell, Planner I

**Reviewed by:** Dean Strachan, Community Planning & Development Manager

**Approved for Inclusion:** Terry Barton, Development Planning Department Manager

**Attachments:**

Attachment A: Conceptual Site Layout

Attachment B: Map "A": OCP Amendment

Attachment C: Map "B": Zoning Bylaw



# OCP20-0008 & Z20-0030 (W OF) Union Rd & 2025 Begbie Rd OCP Amendment & Rezoning Application



# Proposal

- ▶ To amend the Official Community Plan to change the Future Land Use designation of and to rezone the subject properties to facilitate the School District's minimum 6.0 acre site requirement for an elementary school.



# Development Process

Mar 20<sup>th</sup>, 2020

Applications Submitted



Staff Review & Circulation



Apr 3<sup>rd</sup>, 2020

Public Notification Received



May 25<sup>th</sup>, 2020

Initial Consideration



Public Hearing  
Second & Third Readings

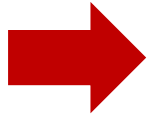


Final Reading



Building Permit

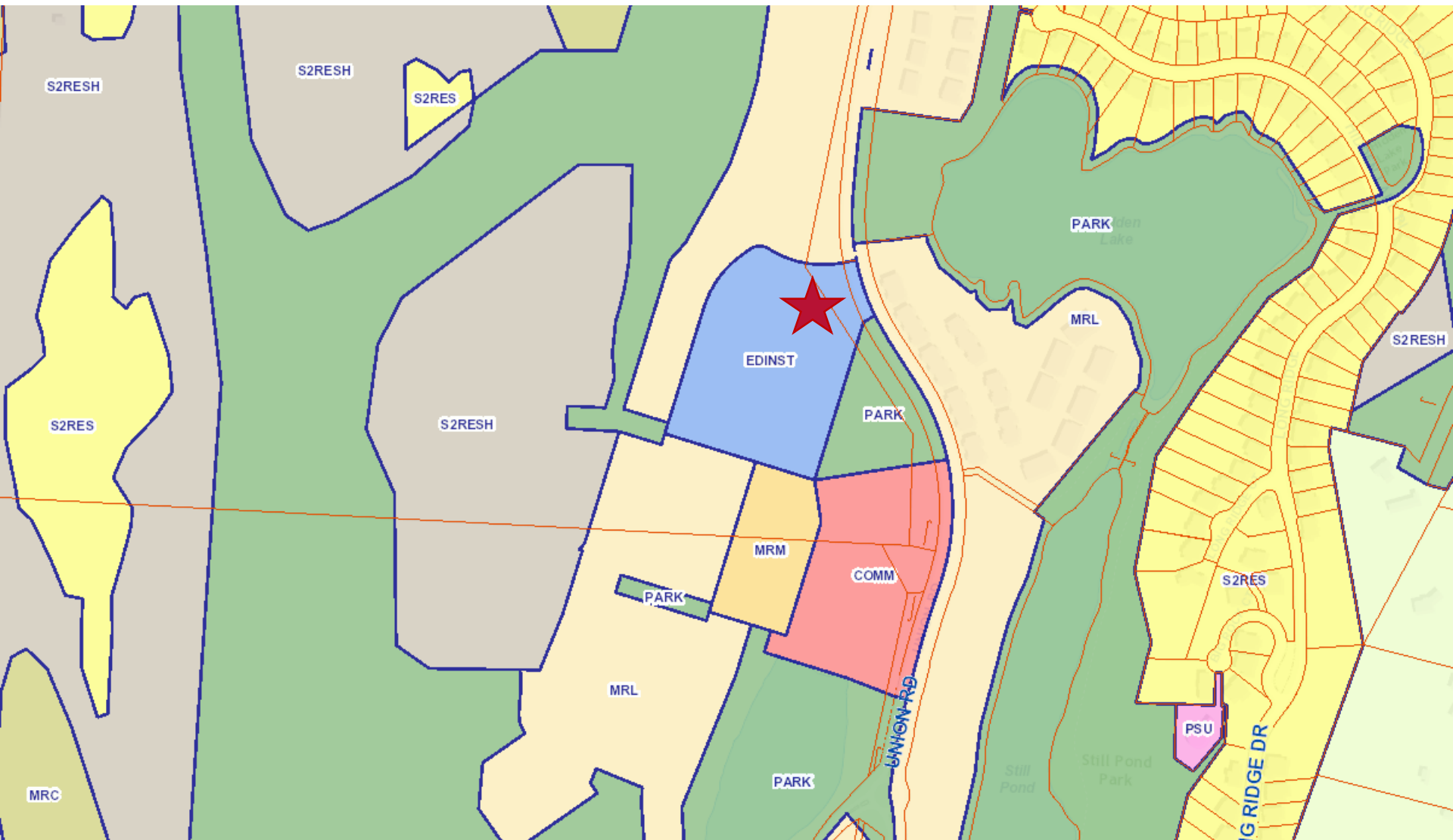
Council  
Approvals



# Context Map



# OCP Future Land Use / Zoning

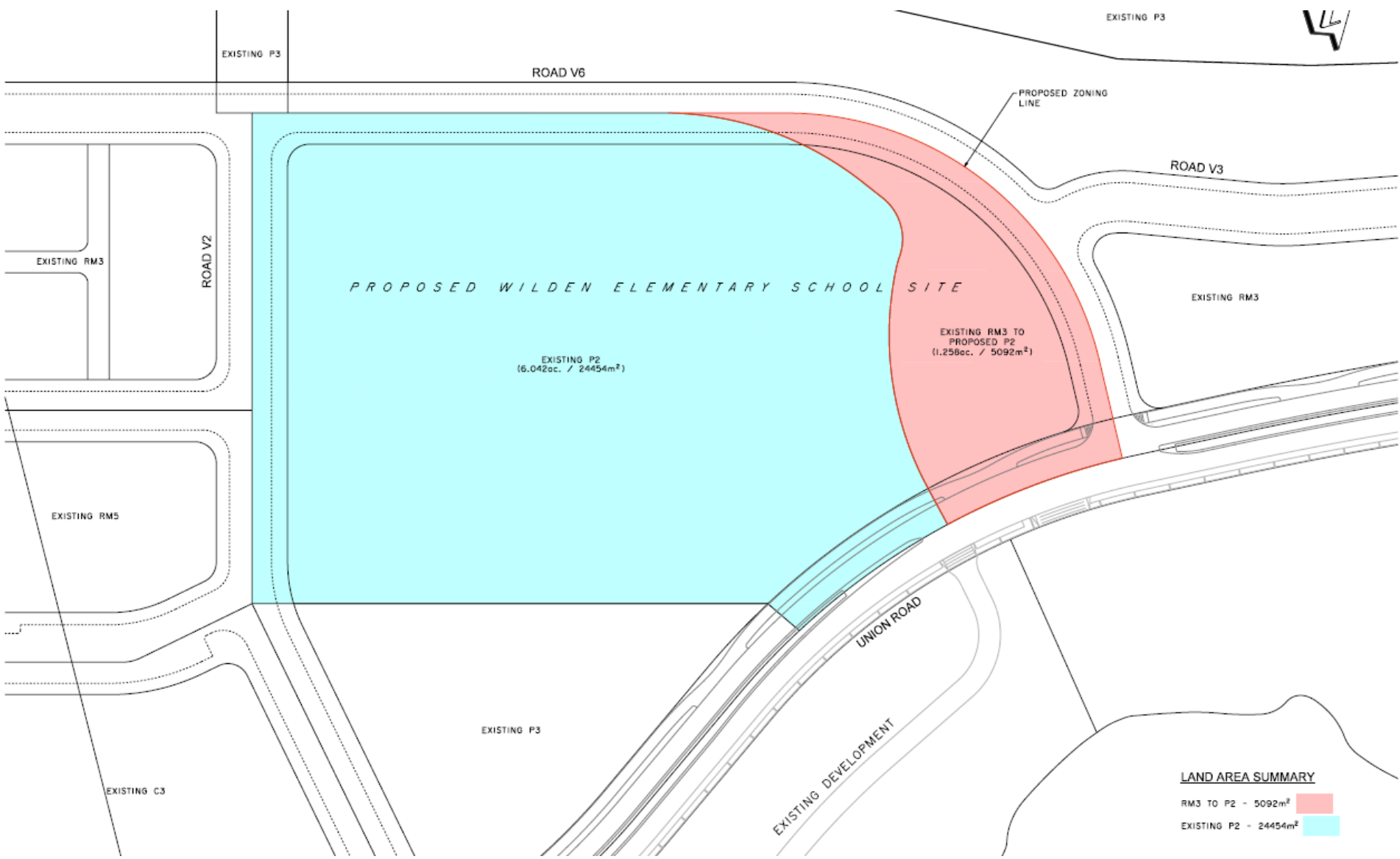


# Project/technical details

- ▶ The subject property was part of the original Wilden Village Plan, however, the 6.0 acre minimum size for elementary schools was missed.
- ▶ The proposal is for an OCP Amendment and Rezoning for additional land to accommodate a future elementary school.



# Site Plan



# Staff Recommendation

- ▶ Development Planning Staff recommend **support** of the proposed OCP Amendment & Rezoning:
  - ▶ Application is a minor adjustment to the already adopted plan.
  - ▶ Wilden Village will require an elementary school and the size requirement was an oversight by both parties.

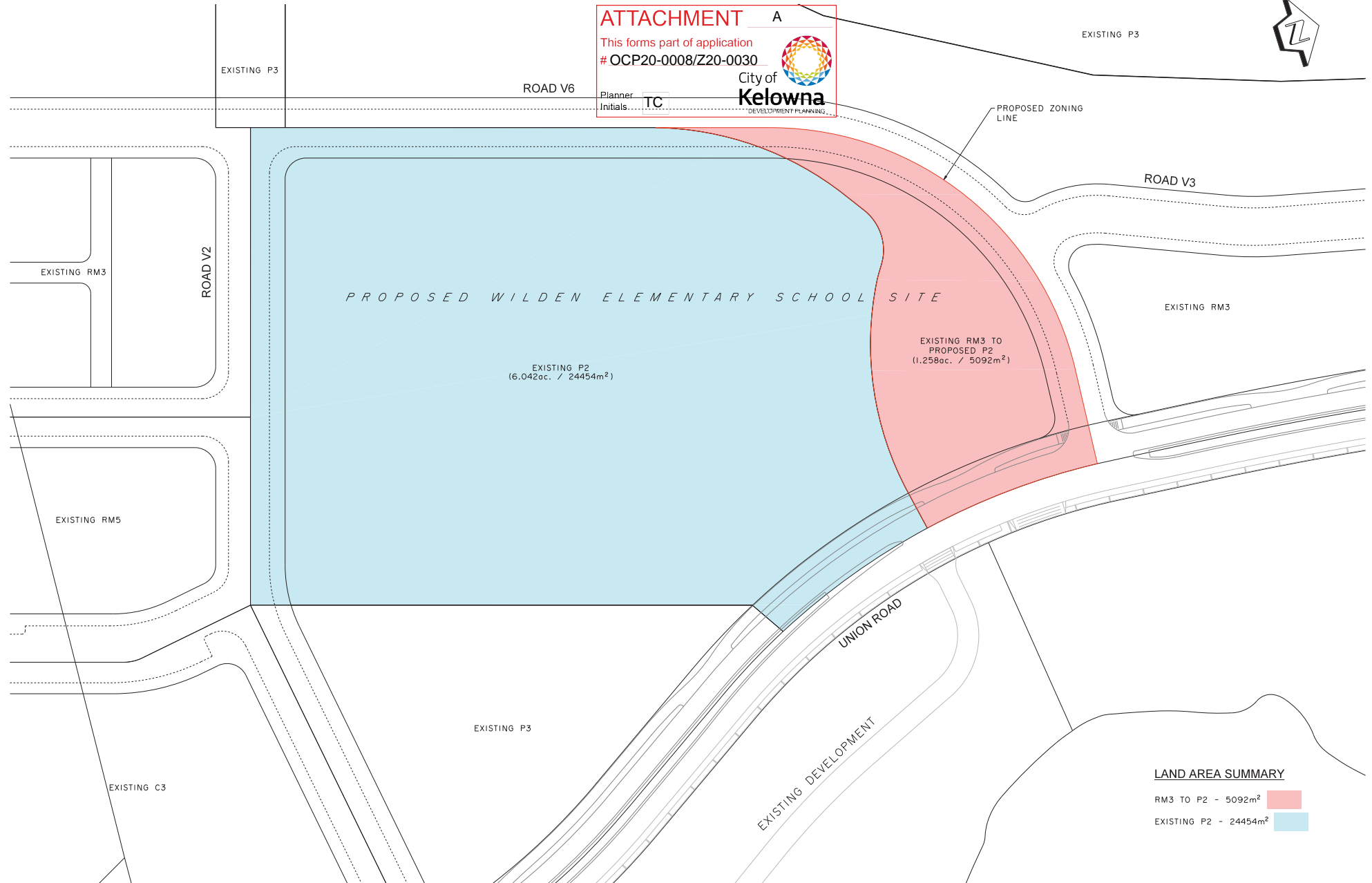


## *Conclusion of Staff Remarks*

# ATTACHMENT A

This forms part of application  
# OCP20-0008/Z20-0030

Planner  
Initials TC



## LAND AREA SUMMARY

RM3 TO P2 - 5092m<sup>2</sup>   
EXISTING P2 - 24454m<sup>2</sup>

**InterCAD**  
CONSULTING ENGINEERS

NO.	DATE	BY	REVISION	CHK'D

Drawn R. ZECHEL  
Design R. ZECHEL  
Approved  
Date MARCH 2020  
Scale  
Horiz. 1:500  
Vert.

**THE CITY OF KELOWNA**  
ENGINEERING DEPARTMENT  
**Wilden Village  
Elementary School Site  
Rezoning Plan**

Division  
Drawing No.  
Rev. No.  
**1**





# MAP "A" OCP AMENDMENT File OCP20-0008



Subject Property

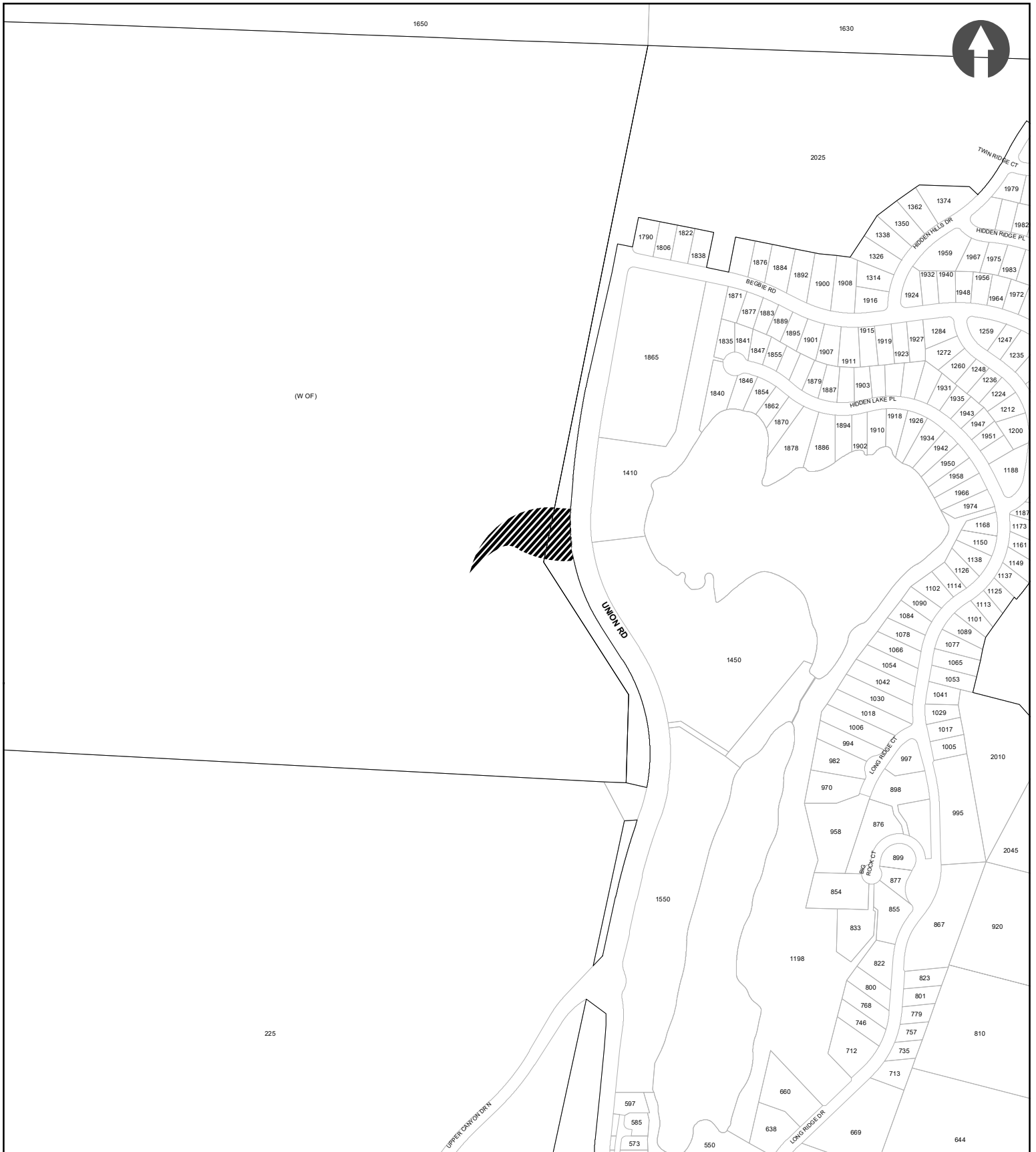
MRL - Multiple Unit Residential (Low Density to EDINST - Educational/Major Institutional)



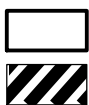
City of  
**Kelowna**

0 50 100 200 Metres

Rev. Tuesday, May 19, 2020 **113**



## MAP "B" REZONING File Z20-0030



Subject Property



RM3 - Low Density Multiple Housing to P2 - Education and Minor Institutional

0 50 100 200 Metres



Rev. Tuesday, May 19, 2020

# CITY OF KELOWNA

## BYLAW NO. 12040

### Official Community Plan Amendment No. OCP20-0008 (W of) Union Road and 2025 Begbie Road

---

A bylaw to amend the "Kelowna 2030 – Official Community Plan Bylaw No. 10500".

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

1. THAT Official Community Plan Map Amendment Application No. OCP20-0008 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:

a) Lot A Sections 4, 5, 8 and 9 Township 23 ODYD Plan KAP69724 Except Plans KAP71944, KAP73768, KAP75949, KAP78547, KAP80107, KAP81912, KAP85278, KAP86750, EPP24895 and EPP93548, located at 2025 Begbie Road, Kelowna, BC;

b) The North East  $\frac{1}{4}$  of Section 8 Township 23 ODYD Except Plan KAP69724, located at (W OF) Union Road, Kelowna, BC

from MRL – Multiple Unit Residential (Low Density) designation to EDINST – Educational/Major Institutional designations as shown on Map "A" attached to and forming part of this bylaw.

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

Read a first time by the Municipal Council this

Considered at a Public Hearing on the

Read a second and third time by the Municipal Council this

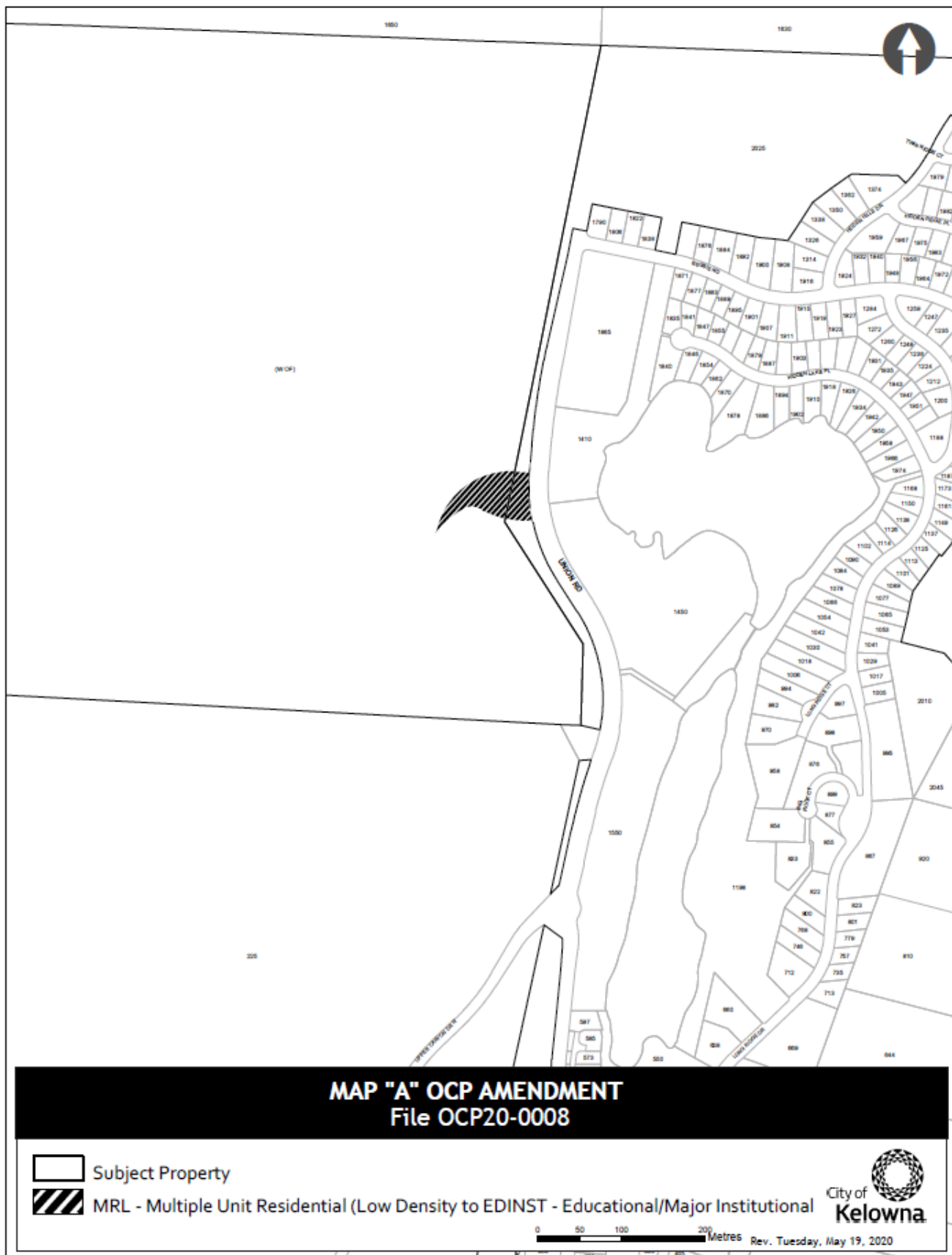
Adopted by the Municipal Council of the City of Kelowna this

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Mayor

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City Clerk





# CITY OF KELOWNA

## BYLAW NO. 12041

### Z20-0030 – (W OF) Union Road and 2025 Begbie Road

---

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

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

1. THAT City of Kelowna Zoning Bylaw No. 8000 be amended by changing the zoning classification of a portion of:
  - a) Lot A Sections 4, 5, 8 and 9 Township 23 ODYD Plan KAP69724 Except Plans KAP71944, KAP73768, KAP75949, KAP78547, KAP80107, KAP81912, KAP85278, KAP86750, EPP24895 and EPP93548, located at 2025 Begbie Road, Kelowna, BC;
  - b) The North East ¼ of Section 8 Township 23 ODYD Except Plan KAP69724, located at (W OF) Union Road, Kelowna, BCfrom RM3 – Low Density Multiple Housing zone to the P2 – Education and Minor Institutional zone as shown on Map "B" attached to and forming part of this bylaw.
2. This bylaw shall come into full force and effect and is binding on all persons as and from the date of adoption.

Read a first time by the Municipal Council this

Considered at a Public Hearing on the

Read a second and third time by the Municipal Council this

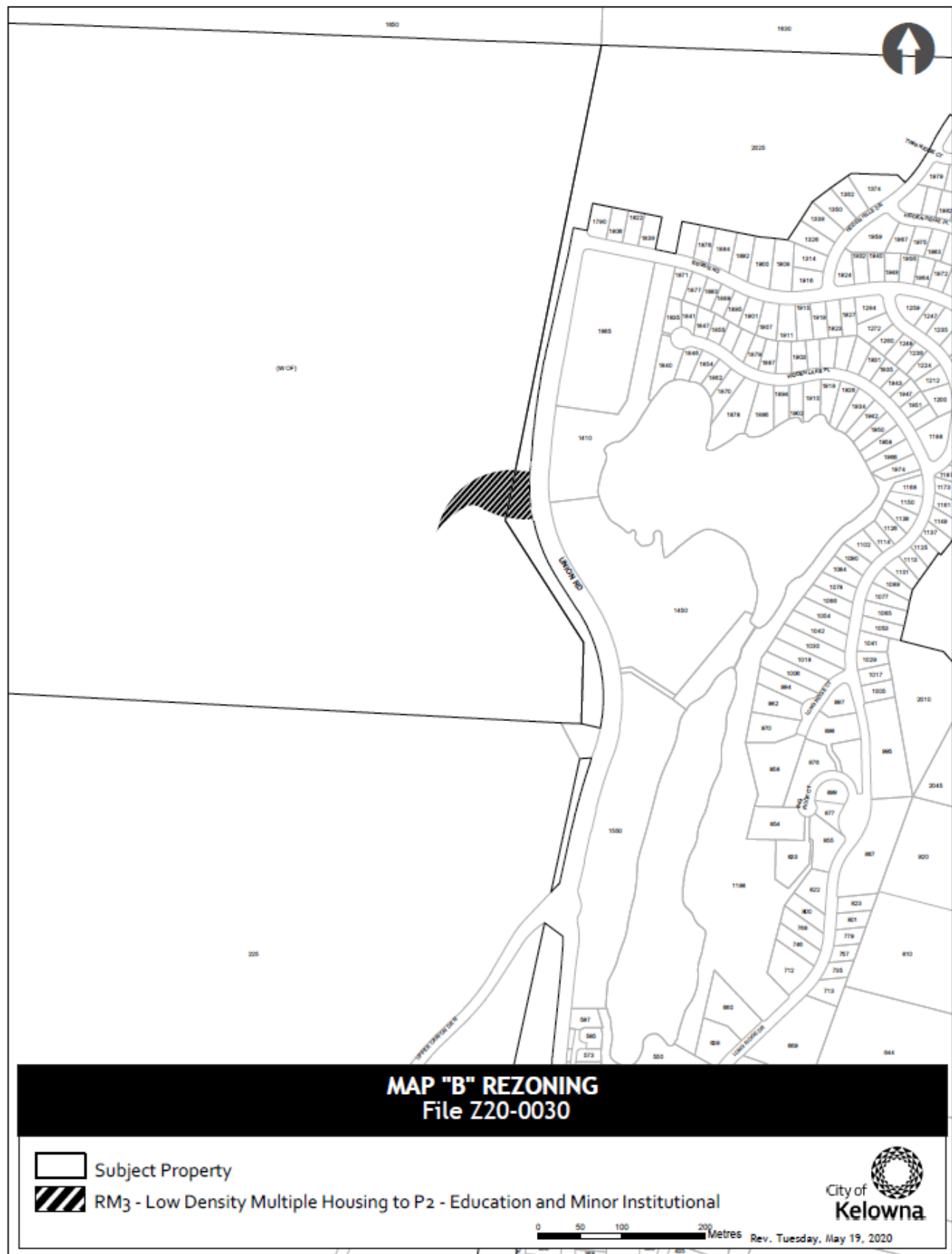
Adopted by the Municipal Council of the City of Kelowna this

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Mayor

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City Clerk



# REPORT TO COUNCIL



**Date:** May 25, 2020

**To:** Council

**From:** City Manager

**Department:** Development Planning

**Application:** Z20-0021

**Owners:** Gordon Kirschner, Heidi-Sabine Kirschner, Donald Kirschner, Amy Kirschner, Allen Kirschner & Angelica Kirschner

**Address:** 2890 Gallagher Road

**Applicant:** Kirschner Mountain Joint Venture

**Subject:** Rezoning Application

**Existing OCP Designation:** MRC – Multiple Unit Residential – Cluster Housing / PARK – Park and Open Space / REP – Resource Protection / S2Res – Single/Two Family Housing / S2ResH – Single/Two Family Housing - Hillside

**Existing Zone:** A1 – Agriculture 1 / P3 – Park and Open Space / RU1H – Large Lot Housing (Hillside Area)

**Proposed Zone:** RH3 – Hillside Cluster Housing / A1 – Agriculture 1 / P3 – Park and Open Space / RU1H – Large Lot Housing (Hillside Area)

---

## 1.0 Recommendation

THAT Rezoning Application No. Z20-0021 to amend the City of Kelowna Zoning Bylaw No. 8000 by changing the zoning classification for a portion of Lot 1, Section 12 and 13, Township 26 and Sections 7 and 18 Township 27, ODYD, Plan KAP71697, Except Plans KAP84278, KAP86315, KAP86363, KAP88598, EPP36504, EPP69212, EPP74058, and EPP84892 located at 2980 Gallagher Road, Kelowna, BC from the A1 – Agricultural 1 zone to the RH3 – Hillside Cluster Housing, as shown on Map "A" attached to the Report from the Development Planning Department dated May 25, 2020 be considered by Council;

AND THAT Council, in accordance with Local Government Act s. 464(2), waive the Public Hearing for the Rezoning Bylaw;

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 Development Planning Department dated May 25, 2020;

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

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

## **2.0 Purpose**

To consider an application to rezone a portion of the subject property from the A1- Agriculture 1 zone to RH3 – Hillside Cluster Housing zone to accommodate a multi-family development.

## **3.0 Development Planning**

Development Planning Staff are recommending support for the proposed rezoning amendment to facilitate a future multi-family townhouse development. The proposal is generally consistent with the OCP and meets the intent of the overall Kirschner Mountain Area Structure Plan.

The property is a continuation of the Kirschner Mountain development which would extend Loseth Road and provide eventual road connection to Gallagher Road. The proposed amendments would allow for a medium density of units in a series of multi-family buildings. Staff believe that the proposal fits within the surrounding Kirschner Mountain neighbourhood and allows for a mix of housing types in the area.

## **4.0 Proposal**

### **4.1 Project Description**

The proposed development is located on the south-west portion of the larger phased development parcel which extends around Kirschner Mountain and will eventually connect with Gallagher Road. The sites primary access will be from the extension of Loseth Road with the secondary emergency access provided out to Gallagher Road. The proposal is for a 77 townhouse unit strata development which would be split by Loseth road and be accessed by private internal access roads. The total number of units would consist of a mix of 3, 4 and 5-plex buildings with three-bedroom units.

Should the land use be supported by Council, a development permit for form and character would be required.

### **4.2 Site Context**

The subject property is located in the Belgo – Black Mountain City Sector and accessed from Loseth Road and ultimately Highway 33. The surrounding neighbourhood is primary single family residential

Specifically, adjacent land uses are as follows:

<b>Orientation</b>	<b>Zoning</b>	<b>Land Use</b>
North	Ru1H – Single Family Hillside	Residential
East	A1 – Agriculture 1	Vacant
South	A1 – Agriculture 1	Vacant
West	A1 – Agriculture 1	Vacant





Subject Property Map: 2890 Gallagher Road



## 5.0 Current Development Policies

### 5.1 Kelowna Official Community Plan (OCP)

#### *Objective 5.2 Develop Sustainably*

*Policy .3 Complete Suburbs.* Support a mix of uses within Kelowna's suburbs, in accordance with "Smart Growth" principles to ensure complete communities. Uses that should be present in all areas of the

City, at appropriate locations, including commercial, institutional, and all types of residential uses (including affordable and special needs housing) at densities appropriate to their context.

*Policy .5 Integrated Land Use.* Integrate land use approaches wherever possible to improve opportunities for biodiversity, ecosystem connectivity, recreation, agriculture and local food production, while reducing conflicts.

## **6.0 Technical Comments**

### **6.1 Development Engineering Department**

6.1.1 See attached memorandum.

## **7.0 Application Chronology**

Date of Application Received: March 5, 2019

Date Public Consultation Completed: May 11, 2020

**Report prepared by:** Wesley Miles, Planner Specialist

**Reviewed by:** Dean Strachan, Community Planning & Development Manager

**Approved for Inclusion:** Terry Barton, Development Planning Department Manager

### **Attachments:**

Schedule A: Development Engineering Memo

Attachment A: Conceptual Layout

Map A: Zoning Bylaw Amendment



# Z20-0021

# 2980 Gallagher Road

## Rezoning Application





# Proposal

- ▶ To consider an application to rezone a portion of the subject property from the A1 – Agriculture zone to the RH3 – Hillside Cluster Housing zone to accommodate a multi-family development

# Development Process

March 5, 2019

Development Application Submitted

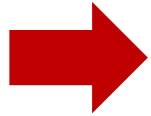


Staff Review & Circulation



May 11, 2019

Public Notification Received



May 25, 2020

Initial Consideration



Public Hearing  
Second & Third Readings



Final Reading



Development Permit/Development Variance  
Permit

Council  
Approvals



# Context Map





# OCP Future Land Use / Zoning





# Subject Property Map



# Project Details

- ▶ Property is approx. 4.05 ha and currently vacant
- ▶ Proposed 77 unit townhouse development
- ▶ Three, four and five plex buildings
- ▶ Two variances identified
  - ▶ To reduce the setback to Loseth Road to 3.0 m
  - ▶ To increase the maximum building height to 10.5 m

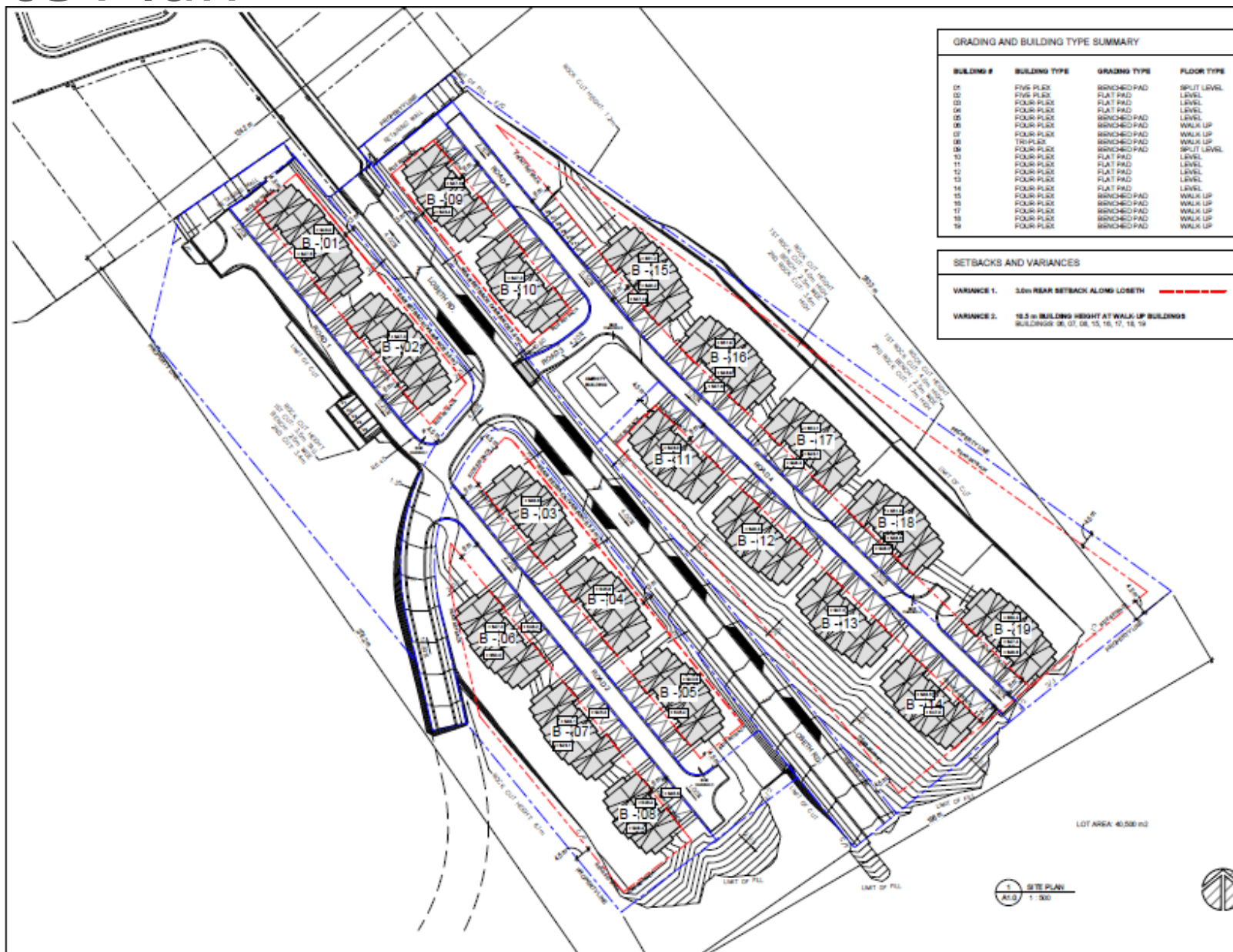


# Subject Property Map





# Site Plan



# Development Policy

- ▶ Kelowna Official Community Plan (OCP)
- ▶ *Objective 5.2 Develop Sustainably*
  - ▶ *Policy .3 Complete Suburbs.* Support a mix of uses within Kelowna's suburbs, in accordance with "Smart Growth" principles to ensure complete communities...
  - ▶ *Policy .5 Integrated Land Use.* Integrate land use approaches wherever possible to improve opportunities for biodiversity, ecosystem connectivity, recreation, agriculture and local food production, while reducing conflicts.

# Staff Recommendation

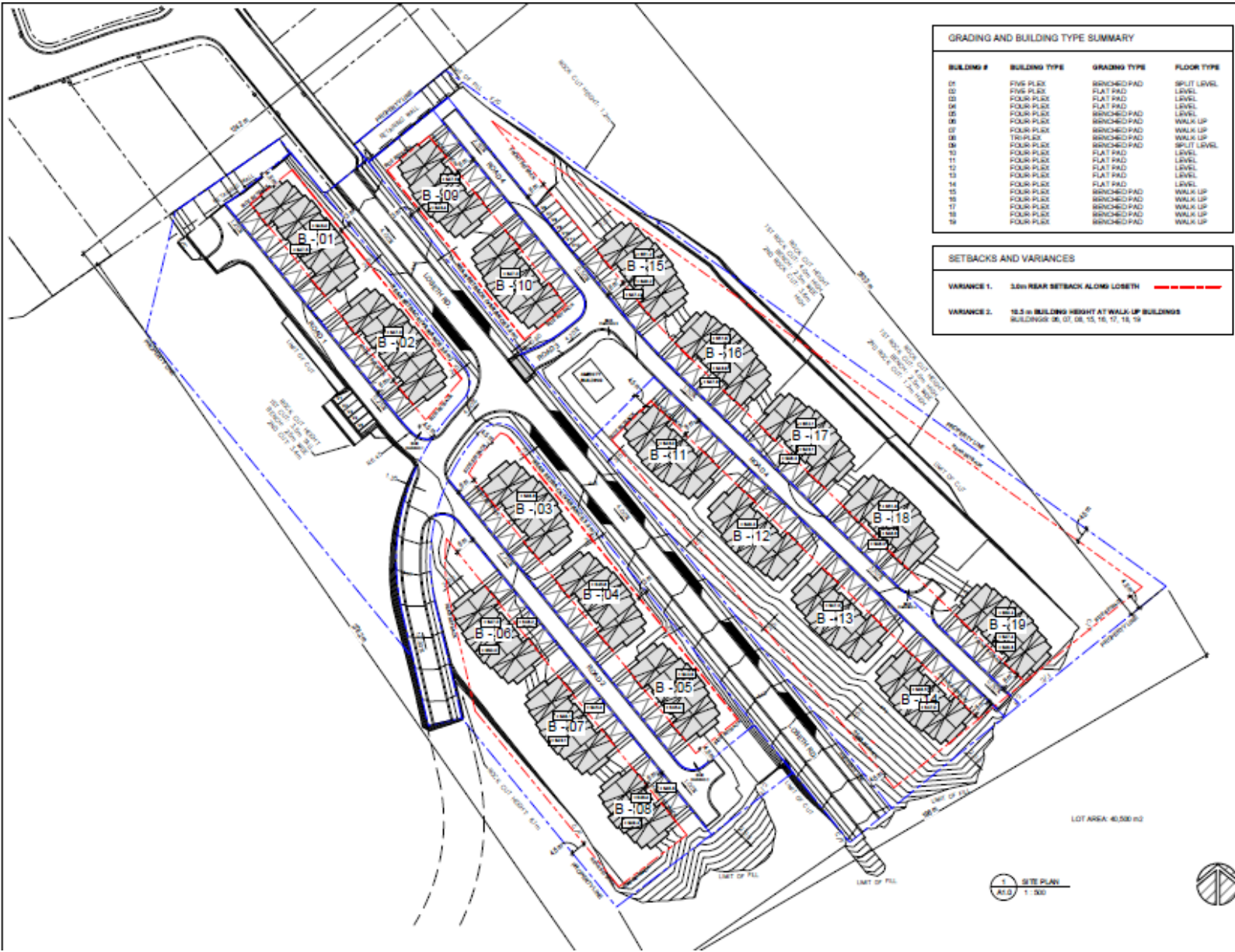
- ▶ Development Planning Staff recommend **support** for the Rezoning Amendment application
  - ▶ Meets the intent of the Kirschner Mtn ASP
  - ▶ Integrates well into the neighboring Loseth Road developments
  - ▶ Meets infill growth policies within the Permanent Growth Boundary



## *Conclusion of Staff Remarks*



# Site Plan





## CITY OF KELOWNA

## MEMORANDUM

**Date:** March 23, 2020  
**File No.:** Z20-0021  
**To:** Suburban and Rural Planning (AK)  
**From:** Development Engineering Manager (JK)  
**Subject:** 2980 Gallagher Rd - Kirschner Mountain Phase 6 – A1 to RH3

**WORKS AND SERVICES REQUIREMENTS**

The City's Development Engineering Branch has the following comments and requirements with regard to this application to rezone the subject lot from A1 to RH3 to support the development of a multiple dwelling townhouse development. The Development Engineering Technician for this project is Jim Hager ([jhager@kelowna.ca](mailto:jhager@kelowna.ca)). The following Works and Services will be a requirement of this development.

**1. GENERAL**

- a) This proposed development may require the installation of centralized mail delivery equipment. Please contact Arif Bhatia, Delivery Planning Officer, Canada Post Corporation, 530 Gaston Avenue, Kelowna, BC, V1Y 2K0, (250) 859-0198, [arif.bhatia@canadapost.ca](mailto:arif.bhatia@canadapost.ca) to obtain further information and to determine suitable location(s) within the development.
- b) The following requirements are valid for two (2) years from the reference date of this memo, or until the application has been closed, whichever occurs first. The City of Kelowna reserves the rights to update/change some or all items in this memo once these time limits have been reached.
- c) The Development Engineering Branch recommends that the ultimate connection of Loseth Rd and Gallagher Rd result in a street name change at the intersection of proposed Road A (north of Road A will be Loseth Rd; south of Road A will be Gallagher Rd).

**2. DOMESTIC WATER AND FIRE PROTECTION**

- a) The subject lot is within the Black Mountain Irrigation District (BMID) water supply area. The Developer is required to make satisfactory arrangements with BMID for all water and fire protection-related issues. All charges for service connection(s) and upgrading costs, as well as any costs to decommission existing services, shall be the responsibility of the Developer.
- b) The Developer's Consulting Mechanical Engineer will determine the fire protection requirements of this proposed development and establish hydrant requirements and

service needs. All fire flow calculations approved by BMID are to be shared with the Development Engineering Branch upon submittal of off-site civil engineering drawings.

- c) Provide an adequately sized domestic water and fire protection system complete with individual lot connections. The water system must be capable of supplying domestic and fire flow demands of the project in accordance with the Subdivision, Development & Servicing Bylaw. No. 7900. Provide water flow calculations for this development to confirm bylaw conformance. Ensure every building site is located at an elevation that ensures water pressure is within the bylaw pressure limits. Note: Private pumps are not acceptable for addressing marginal pressure.

### **3. SANITARY SEWER SYSTEM**

- a) Provide an adequately sized sanitary sewer system complete with individual lot connections.
- b) Provide full build out unit counts for all phases of this development for model analysis to confirm downstream capacity.
- c) Arrange for individual lot connections before submission of the subdivision plan, including payment of connection fees (provide copy of receipt).

### **4. STORM DRAINAGE**

- a) The property is located within the City of Kelowna drainage service area. The hillside areas of Kelowna are not suitable for groundwater recharge or disposal of on/offsite drainage via infiltration. Roof or site drainage for this subdivision must discharge directly to the City of Kelowna's storm system. The City will not permit infiltration to ground except for foundation drainage. Each lot shall require a storm system service connection.
- b) Provide the following drawings:
  - i. A detailed Lot Grading Plan (indicate on the Lot Grading Plan any slopes that are steeper than 30% and areas that have greater than 1.0 m of fill);
  - ii. A detailed Stormwater Management Plan for this subdivision; and,
  - iii. An Erosion and Sediment Control Plan is to be prepared by a Professional Engineer proficient in the field of erosion and sediment control. The plan is to be prepared as per section 3.14 of Schedule 4 of Bylaw 7900. If a line item for ESC is not included in the Engineer's cost estimate for off-site work, then an additional 3% will be added to the performance security based on the total off-site construction estimate.
- c) On-site detention systems are to be compliant with Bylaw 7900, Schedule 4, Section 3.11.1 *Detention Storage*.
- d) As per Bylaw 7900, Schedule 4, Section 3.1.3 *Climate Change*, the capacity of storm works will include an additional 15 percent (15%) upward adjustment, and applied to the rainfall intensity curve stage (IDF) in Section 3.7.2.
- e) Show details of dedications, rights-of-way, setbacks and non-disturbance areas on the lot Grading Plan.
- f) Register right of ways on private properties for all the storm water infrastructure carrying, conveying, detaining and/or retaining storm water that is generated from the public properties, public road right of ways, and golf course lands.

- g) Identify clearly on a contour map, or lot grading plan, all steep areas (>30 %). Provide cross sections for all steep areas at each property corner and at locations where there are significant changes in slope. Cross sections are to be perpendicular to the contour of the slope. Show the proposed property lines on the cross sections. Not all areas have a clear top of bank; and therefore, field reconnaissance by City staff and the applicant may be needed to verify a suitable location for property lines.
- h) If individual lot connections are required, ensure that payment of connection fees has been completed (please provide receipt).
- i) Where structures are designed or constructed below the proven high groundwater table, permanent groundwater pumping will not be permitted to discharge to the storm system. The City will approve designs that include provisions for eliminating groundwater penetration into the structure, while addressing buoyancy concerns. These design aspects must be reviewed and approved by the City Engineer.

## 5. **ROAD IMPROVEMENTS**

- a) As part of the City of Kelowna's 2030 Official Community Plan (OCP), Loseth Road and Gallagher Rd are planned to connect (Map 7.3 of OCP). The connection is currently designated as a Major Collector. The south end of Loseth Rd terminating a 2980 Gallagher Rd is a ~930-m long dead end road (measured from the intersection of Sunrise Rd and Loseth Rd). This dead end section of road currently hosts over 150 residential lots without a formalized secondary road access. A further 20 residential lots are also proposed as part of S19-0081 and 21 residential lots as part of S19-0082. Regardless of this application (Z20-0021), Loseth Rd is planned to service close to 200 residential lots. The City's Subdivision, Development & Servicing Bylaw currently allows a maximum length of 400 m for temporary or staged dead-end road (Bylaw 7900, Schedule 4, Section 4.4) before a formalized second point of access is required.
- b) The proposed development will add an additional 250 m to the length of Loseth Rd and roughly 76 additional residential units. As a result, this phase of the development will trigger the construction and dedication of the connection of Loseth Rd and Gallagher Rd.
- c) Gallagher Rd / Loseth Rd is to be designed as a modified SS-H6 hillside road standard, complete with 1.8-m wide bike lanes. It is understood that the SS-H6 cross section shows a shared 4.3-m wide travel lane for cars and bicycles. Given the modified nature of the standard detail, the Development Engineering Branch will work with the Applicant's Consulting Engineer to achieve a typical cross section that will address the needs of all parties.

NOTE: Landscaping and irrigation can be completed in phases along the frontage of development as it occurs.

- d) Based on the additional information received from CTQ (April 02, 2020), proposed Road A is planned to serve ~77 units as part of a future phase of development. Based on this information, Road A will serve less than 200 units, resulting in a Local Street classification and hillside standard of SS-H12.
- e) Road A should intersect Loseth Road at 90 degrees and properly align with the access to the east.
- f) A three-dimensional sight line and stopping distance analysis will be required to support the proposed accesses to from Road 1 and Road 2 to Road A, and the proposed rear yard setback variance from 4.5 m to 3.0 m (DVP20-0084). Ensure the sight and stopping distances are considered as per Bylaw 7900 Schedule 4 Section 4.1 *General* AND Section 7. Hillside Street Standards TABLE 2 Alignment Design Criteria.



- g) Strata boundaries are not to cross dedicated sections of roads (i.e., Loseth Rd and Road A). All strata accesses from public roadways are to be demarcated with concrete letdowns (as per SS-S7).
- h) Provide traffic control and street name signs where required. The City will install all signs and traffic control devices at the Developer's expense. The developer will sign a third-party work order and pay the cost of traffic sign installation prior to the registration of the subdivision.
- i) Grade the fronting road boulevards in accordance with the standard drawing. Major cut/fill slopes must start at the property lines.
- j) Landscaped boulevards, complete with underground irrigation, are required on proposed roadways. This will be included as a line item in the estimate for the Servicing Agreement performance security. Details and plant selection are to be approved by the City of Kelowna Parks department.
- k) Verify that physical driveway access will satisfy City requirements for all lots. For steeper lots (15% and greater), show driveways on the lot grading plan with grades or profiles.
- l) A temporary cul-de-sac statutory right of way (SRW) will be required at the terminal end of Road A. The interim SRW and cul-de sac shall be designed as per SS-R17. The interim cul-de-sac does not require asphalt paving, but an adequate road structure must be installed to support snowploughs and fire trucks.
- m) There will be no extension of transit service for this area due to the lack of adequate density.

## **6. POWER AND TELECOMMUNICATION SERVICES**

- a) Underground services will be required for all power and telecommunications to each lot in the proposed subdivision.
- b) Streetlights must be installed on all roads. All streetlighting designs are to be approved by the Development Engineering Branch at the same time as other "issued for construction" drawings.
- c) Make servicing applications to the respective Power and Telecommunication utility companies. The utility companies are required to obtain the City's approval before commencing construction.
- d) Before making application for approval of your subdivision plan, please make arrangements with Fortis for the pre-payment of applicable charges and tender a copy of their receipt with the subdivision application for final approval.
- e) Re-locate existing poles and utilities, where necessary. Remove aerial trespass (es).
- f) If any road dedication affects lands encumbered by a Utility right-of-way (such as B.C. Gas, etc.) please obtain the approval of the utility prior to application for final subdivision approval. Any works required by the utility as a consequence of the road dedication must be incorporated in the construction drawings submitted to the City's Development Manager.

## **7. GEOTECHNICAL STUDY**

- a) Provide a geotechnical report prepared by a Professional Engineer competent in the field of hydro-geotechnical engineering to address the items below: NOTE: The City is relying on the Geotechnical Engineer's report to prevent any damage to property and/or injury to persons from occurring as a result of problems with soil slippage or soil instability related to this proposed subdivision.
- b) The Geotechnical reports must be submitted to the Development Services Department (Subdivision Approving officer) for distribution to the Development Engineering Branch and Inspection Services Division prior to submission of Engineering drawings or application for subdivision approval.
  - i. Area ground water characteristics, including any springs and overland surface drainage courses traversing the property. Identify any monitoring required.
  - ii. Site suitability for development.
  - iii. Site soil characteristics (i.e. fill areas, sulphate content, unsuitable soils such as organic material, etc.).
  - iv. Any special requirements for construction of roads, utilities and building structures.
  - v. Recommendations for items that should be included in a Restrictive Covenant.
  - vi. Recommendations for roof drains, perimeter drains and septic tank effluent on the site.
  - vii. Any items required in other sections of this document.
- c) If any blasting is proposed as part of this subdivision, a Soil Removal and Deposit Application must be made to the City for such works. The proposed blasting work is to comply with Amendment No. 1 to the Soil Removal and Deposit Regulation Bylaw No. 9612, specifically Section 6 PERMIT REQUIREMENTS – (k) and (g).
- d) Should any on-site retaining walls surpass the following limits, an Over Height Retaining Wall Permit will be required:

“Retaining walls on all lots, except those required as a condition of subdivision approval, must not exceed a height of 1.2 m measured from natural grade on the lower side, and must be constructed so that any retaining walls are spaced to provide a 1.2 m horizontal separation between tiers. The maximum number of tiers is two with a maximum total height of 2.4 m. Any multi-tier structure more than 2 tiers must be designed and constructed under the direction of a qualified professional engineer.”

The design of all retaining walls is to conform with Engineer & Geoscientists British Columbia's *Professional Practice Guidelines for Retaining Wall Design*. Submission requirements for the Over Height Retaining Wall Permit include Engineer of Record documents (Appendix A of *Retaining Wall Design Guideline*) and any necessary independent reviews (as per EGBC's *Documented Independent Review of Structural Designs*).
- e) Any modified slopes having a finished slope greater than 2H:V1 (50%) and an elevation change greater than 1.2 m must be installed under the direction of a qualified professional engineer.
- f) Any exposed natural rock surface on a lot that has the potential for materials to displace causing a hazardous condition, must be reviewed by a qualified professional engineer

with the appropriate and measures undertaken as prescribed by the engineer. For adequate Rockfall Protection adjacent to walls and rock cuts, please consider BC MoTI Supplement to TAC Geometric Design Guide 440, page 440-8, which outlines a ditch bottom width depending on wall height. Sidewalks and utilities should be kept out of this protection area. Additional ROW may be required.

Where walls are on the high side, the City's preference is that the walls remain setback and on private property. Where the walls hold up a public road, the City's preference is that additional dedication be provided, and the walls be owned by the City. Please design any geogrids or tie-backs so that they do not encroach into the required road ROW.

## **8. ROAD DEDICATION/SUBDIVISION REQUIREMENTS**

- a) The proposed development will trigger the subdivision and the creation of the necessary number of separate strata lots.
- b) Loseth Rd is to be dedicated to the City of Kelowna with A 18.2-m wide right of way (SS-H6). The alignment of the dedication is to roughly follow the existing access easement connecting Loseth Rd to Gallagher Rd.
- c) Road A is to be dedicated to the City of Kelowna with a 14.1-m wide right of way (SS-H12).
- d) A 6.0 m corner rounding will be required on corner lots of intersecting public roads.
- e) Provide all necessary Statutory Rights-of-Way for any utility corridors required, including those on proposed or existing City Lands and private lands.

## **9. DEVELOPMENT PERMIT AND SITE-RELATED ISSUES**

- a) All retaining walls are to be contained within privately-owned lots.
- b) As Loseth Rd is classified as a Major Collector, waste collection vehicles cannot back onto Loseth Rd. Please provide on-site turning movements showing an MSU vehicle turning on site without having to back onto Loseth Rd.

## **10. OTHER ENGINEERING COMMENTS**

- a) Clarify the proposed legal protections (e.g., no-build/no-disturb covenants) for the 2H:1V fill slopes outside of the proposed property lines.

## **11. DESIGN AND CONSTRUCTION**

- a) Design, construction supervision and inspection of all off-site civil works and site servicing must be performed by a Consulting Civil Engineer and all such work is subject to the approval of the City Engineer. Drawings must conform to City standards and requirements.
- b) Engineering drawing submissions are to be in accordance with the City's "Engineering Drawing Submission Requirements" Policy. Please note the number of sets and drawings required for submissions.
- c) Quality Control and Assurance Plans must be provided in accordance with the Subdivision, Development & Servicing Bylaw No. 7900 (refer to Part 5 and Schedule 3).

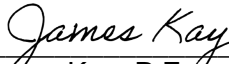
- d) A "Consulting Engineering Confirmation Letter" (City document 'C') must be completed prior to submission of any designs.
- e) Before any construction related to the requirements of this subdivision application commences, design drawings prepared by a professional engineer must be submitted to the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

## **12. SERVICING AGREEMENTS FOR WORKS AND SERVICES**

- a) A Servicing Agreement is required for all works and services on City lands in accordance with the Subdivision, Development & Servicing Bylaw No. 7900. The applicant's Engineer, prior to preparation of Servicing Agreements, must provide adequate drawings and estimates for the required works. The Servicing Agreement must be in the form as described in Schedule 2 of the bylaw.
- b) Part 3, "Security for Works and Services", of the Bylaw, describes the Bonding and Insurance requirements of the Owner. The liability limit is not to be less than \$5,000,000 and the City is to be named on the insurance policy as an additional insured.
- c) Should it be determined that any Park-related work be included under the scope of the Servicing Agreement, the Development Engineering Branch reserves the right to require a performance security for these works. Note: The Development Engineering Branch's Engineering and Inspection Fee will not include the scope of any Parks-related work.

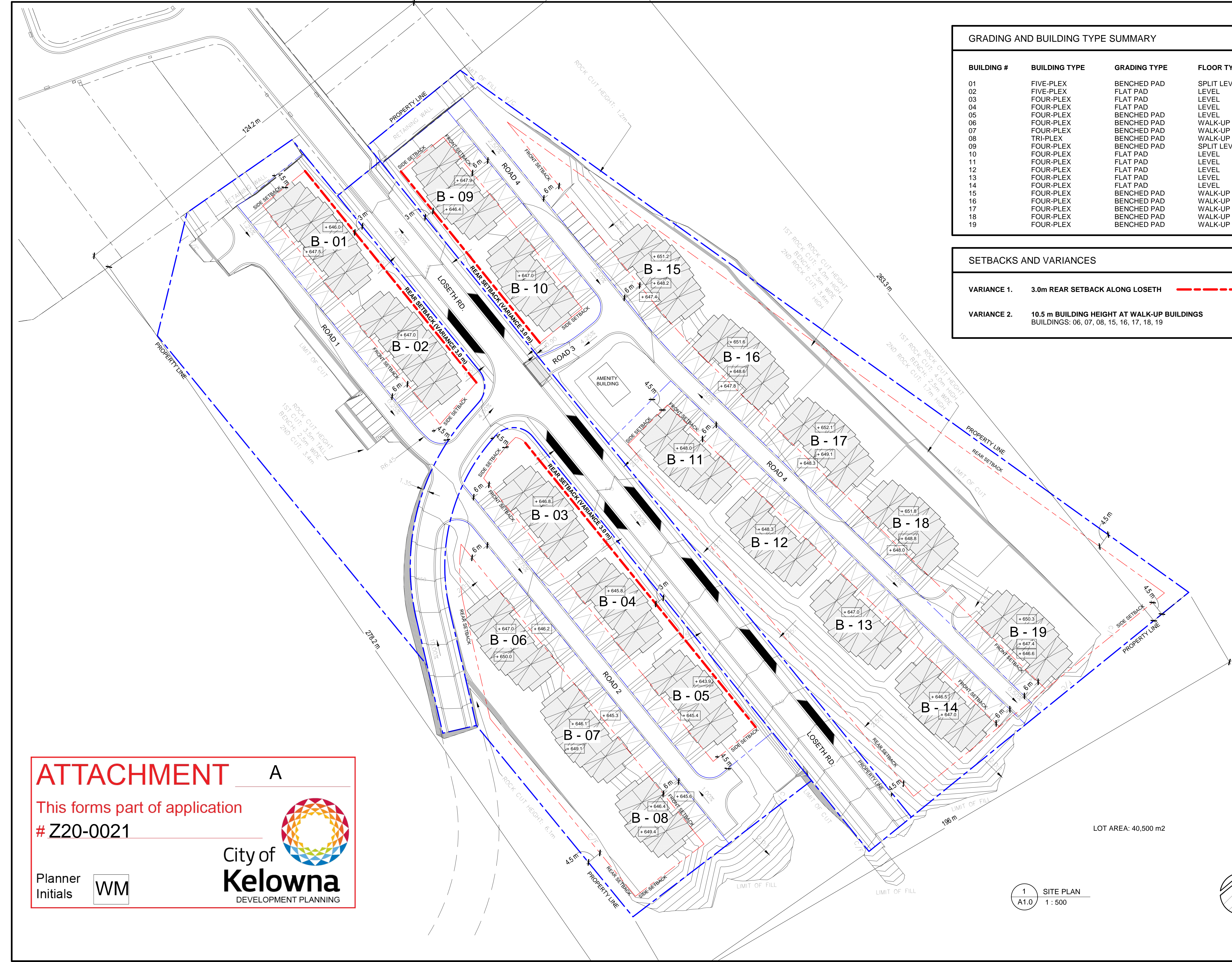
## **13. CHARGES, FEES, AND SECURITIES**

- a) Development Cost Charges (DCC's) are payable
- b) Fees per the "Development Application Fees Bylaw" include:
  - i) Street/Traffic Sign Fees: at cost (to be determined after design).
  - ii) Survey Monument Fee: \$50.00 per newly created lot (GST exempt).
  - iii) Survey Monument, Replacement Fee: \$1,200.00 (GST exempt) – only if disturbed.
  - iv) Engineering and Inspection Fee: 3.5% of construction value (plus GST).

  
\_\_\_\_\_  
James Kay, P.Eng.  
Development Engineering Manager

JKH





GRADING AND BUILDING TYPE SUMMARY			
BUILDING #	BUILDING TYPE	GRADING TYPE	FLOOR TYPE
01	FIVE-PLEX	BENCHED PAD	SPLIT LEVEL
02	FIVE-PLEX	FLAT PAD	LEVEL
03	FOUR-PLEX	FLAT PAD	LEVEL
04	FOUR-PLEX	FLAT PAD	LEVEL
05	FOUR-PLEX	BENCHED PAD	LEVEL
06	FOUR-PLEX	BENCHED PAD	WALK-UP
07	FOUR-PLEX	BENCHED PAD	WALK-UP
08	TRI-PLEX	BENCHED PAD	WALK-UP
09	FOUR-PLEX	BENCHED PAD	SPLIT LEVEL
10	FOUR-PLEX	FLAT PAD	LEVEL
11	FOUR-PLEX	FLAT PAD	LEVEL
12	FOUR-PLEX	FLAT PAD	LEVEL
13	FOUR-PLEX	FLAT PAD	LEVEL
14	FOUR-PLEX	FLAT PAD	LEVEL
15	FOUR-PLEX	BENCHED PAD	WALK-UP
16	FOUR-PLEX	BENCHED PAD	WALK-UP
17	FOUR-PLEX	BENCHED PAD	WALK-UP
18	FOUR-PLEX	BENCHED PAD	WALK-UP
19	FOUR-PLEX	BENCHED PAD	WALK-UP

SETBACKS AND VARIANCES	
VARIANCE 1.	3.0m REAR SETBACK ALONG LOSETH
VARIANCE 2.	10.5 m BUILDING HEIGHT AT WALK-UP BUILDINGS BUILDINGS: 06, 07, 08, 15, 16, 17, 18, 19

Notes:

- THIS DRAWING MUST NOT BE SCALED.
- VERIFY ALL DIMENSIONS AND DATUMS PRIOR TO COMMENCEMENT OF WORK. REPORT ALL ERRORS AND OMISSIONS TO THE ARCHITECT.
- VARIATIONS AND MODIFICATIONS ARE NOT ALLOWED WITHOUT WRITTEN PERMISSION FROM THE ARCHITECT.
- THIS DRAWING IS THE EXCLUSIVE PROPERTY OF THE ARCHITECT.
- ANY REPRODUCTION MUST BEAR THEIR NAME AS ARCHITECT.

2	08.1.2019	CP	CLIENT REVIEW
1	29.03.2018	CP	CONCEPT DESIGN

NO.	DATE	BY	DESCRIPTION
DESIGN CONSULTANT			

SEAL

gta

GTA ARCHITECTURE LTD.

243 1889 SPRINGFIELD ROAD  
Kelowna, British Columbia  
V1Y 5V5  
TELEPHONE: (250)979-1668  
www.gtarch.ca

DEVELOPED BY:

KIRSCHNER MOUNTAIN

PROJECT

KIRSCHNER MOUNTAIN PH. 6  
KIRSCHNER MOUNTAIN

SHEET TITLE

SITE PLAN

DRAWN BY:	CP	DRAWING NO.	
DESIGNED BY:	CP		A1.0
SCALE:	As indicated		
DATE:	2019/11/08	FILE:	A18-08

ATTACHMENT

This forms part of application

# Z20-0021

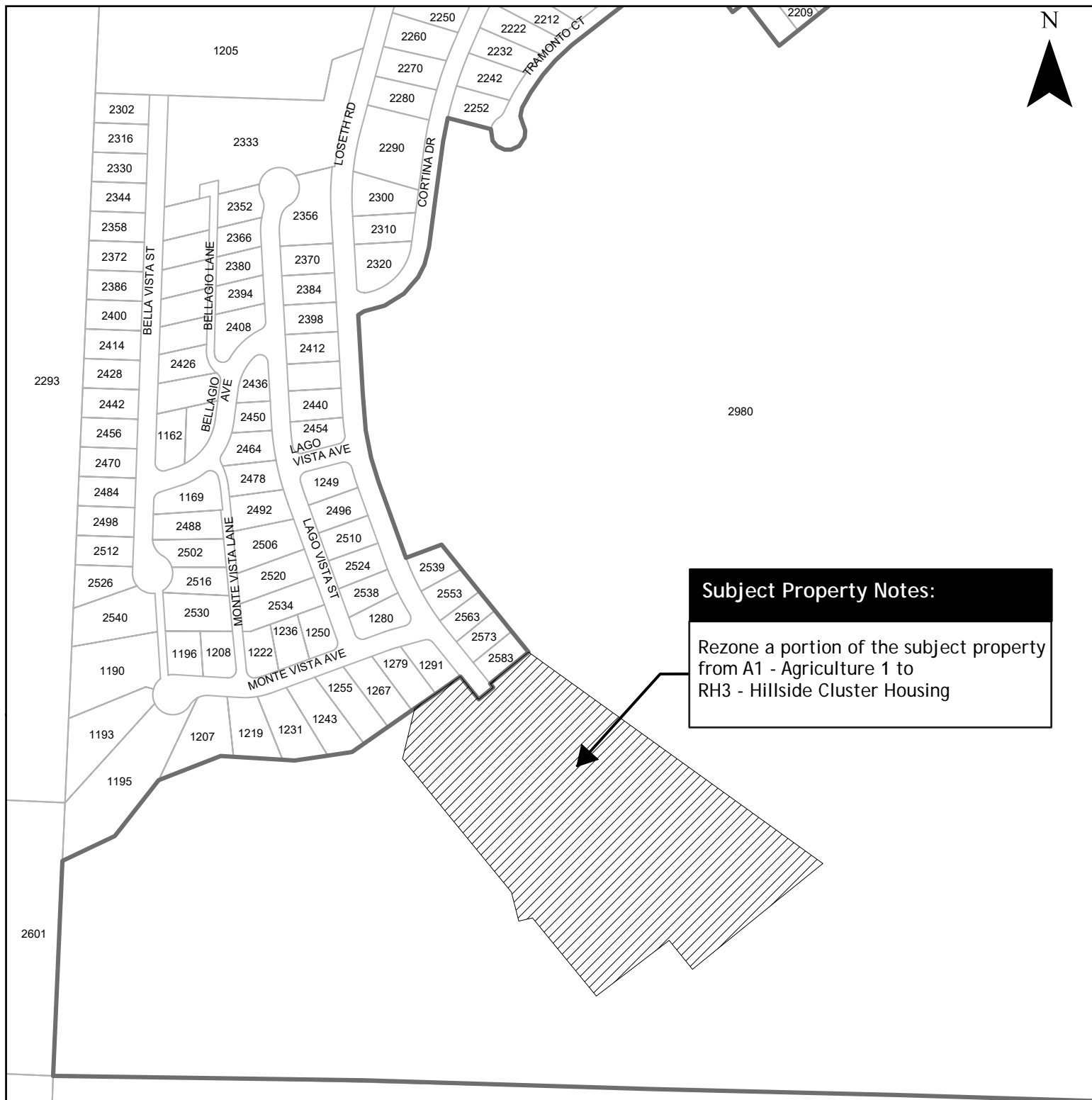
Planner Initials

WM

City of Kelowna

DEVELOPMENT PLANNING







**Subject Property Notes:**

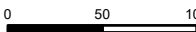
Rezone a portion of the subject property from A1 - Agriculture 1 to RH3 - Hillside Cluster Housing


**MAP "A" PROPOSED ZONING**  
**File Z20-0021**

**Subject Property**

**A1 to RH3**

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

**0 50 100 Metres**

**City of Kelowna**

**Rev. Tuesday, May 19, 2020**

**CITY OF KELOWNA**  
**BYLAW NO. 12042**  
**Z20-0021 - 2980 Gallagher Road**

---

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

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

1. THAT City of Kelowna Zoning Bylaw No. 8000 be amended by changing the zoning classification of a portion of Lot 1, Section 12 and 13, Township 26 and Sections 7 and 18 Township 27 ODYD, Plan KAP71697 Except Plans KAP84278, KAP86315, KAP86363, KAP88598, EPP36504, EPP69212, EPP74058 and EPP84892 located at Gallagher Road, Kelowna, BC from the A1 – Agriculture 1 zone to the RH3 – Hillside Cluster Housing zone as shown on Map "A" attached to and forming part of this bylaw.
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

Public Hearing Waived by the Municipal Council this

Read a second and third time by the Municipal Council this

Approved under the Transportation Act this

---

(Approving Officer – Ministry of Transportation)

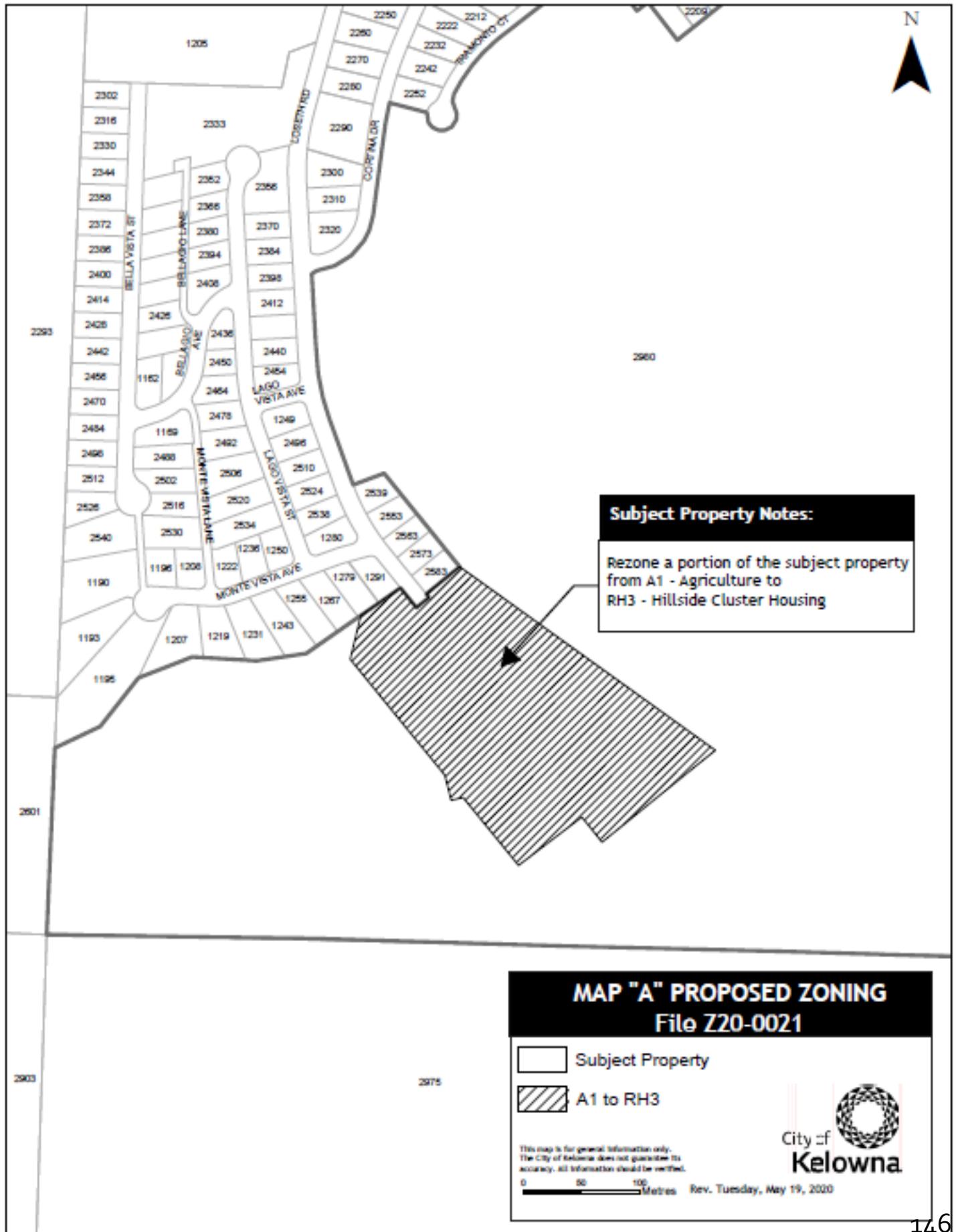
Adopted by the Municipal Council of the City of Kelowna this

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Mayor

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City Clerk





# REPORT TO COUNCIL



**Date:** May 25, 2020

**To:** Council

**From:** City Manager

**Department:** Development Planning

**Application:** Z20-0029  
**Owner:** Amarjit S. Hundal, Jaswinder S. Nahal, Harminder S. Dhillon and Gurdip K. Dhillon

**Address:** 472 Knowles Road  
**Applicant:** Nathan Waterhouse; Ecora

**Subject:** Rezoning Application

**Existing OCP Designation:** S2RES – Single / Two Unit Residential

**Existing Zone:** RU1 – Large Lot Housing

**Proposed Zone:** RU2 – Medium Lot Housing

---

## 1.0 Recommendation

THAT Rezoning Application No. Z20-0029 to amend the City of Kelowna Zoning Bylaw No. 8000 by changing the zoning classification of Lot A District Lot 167 ODYD Plan 9341, Except Plans 13481 and 19834, located at 472 Knowles Rd., Kelowna, BC from the RU1 – Large Lot Housing zone to the RU2 – Medium Lot Housing zone, be considered by Council;

AND THAT Council, in accordance with Local Government Act s. 464(2), waive the Public Hearing for the Rezoning Bylaw;

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 Development Planning Department dated May 25, 2020;

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

## 2.0 Purpose

To rezone the subject property from the RU1 – Large Lot Housing zone to the RU2 - Medium Lot Housing zone to facilitate a 3-lot subdivision.

### 3.0 Development Planning

Development Planning supports the proposal to rezone the subject property to the RU2 – Medium Lot Housing zone to facilitate a 3-lot subdivision.

To begin with, the subject property has a future land use designation of S2RES – Single / Two Unit Residential, and is within the City's Permanent Growth Boundary (PGB). As such, the proposed zone is consistent with the Official Community Plan's (OCP) objective of incrementally increasing residential densities in existing neighbourhoods.

In addition, each of the proposed lots meets the minimum dimensions of the RU2 zone. There are multiple properties in the vicinity that are zoned RU2, as well as numerous lots with similar lot dimensions. As such, the proposed zone and lots should fit with the context of the neighbourhood.

### 4.0 Proposal

#### 4.1 Project Description

The applicant proposes to rezone the subject property to the RU2 – Medium Lot Housing zone to facilitate a 3-lot subdivision. Each of the 3 proposed lots meets the minimum dimensions of the RU2 zone.

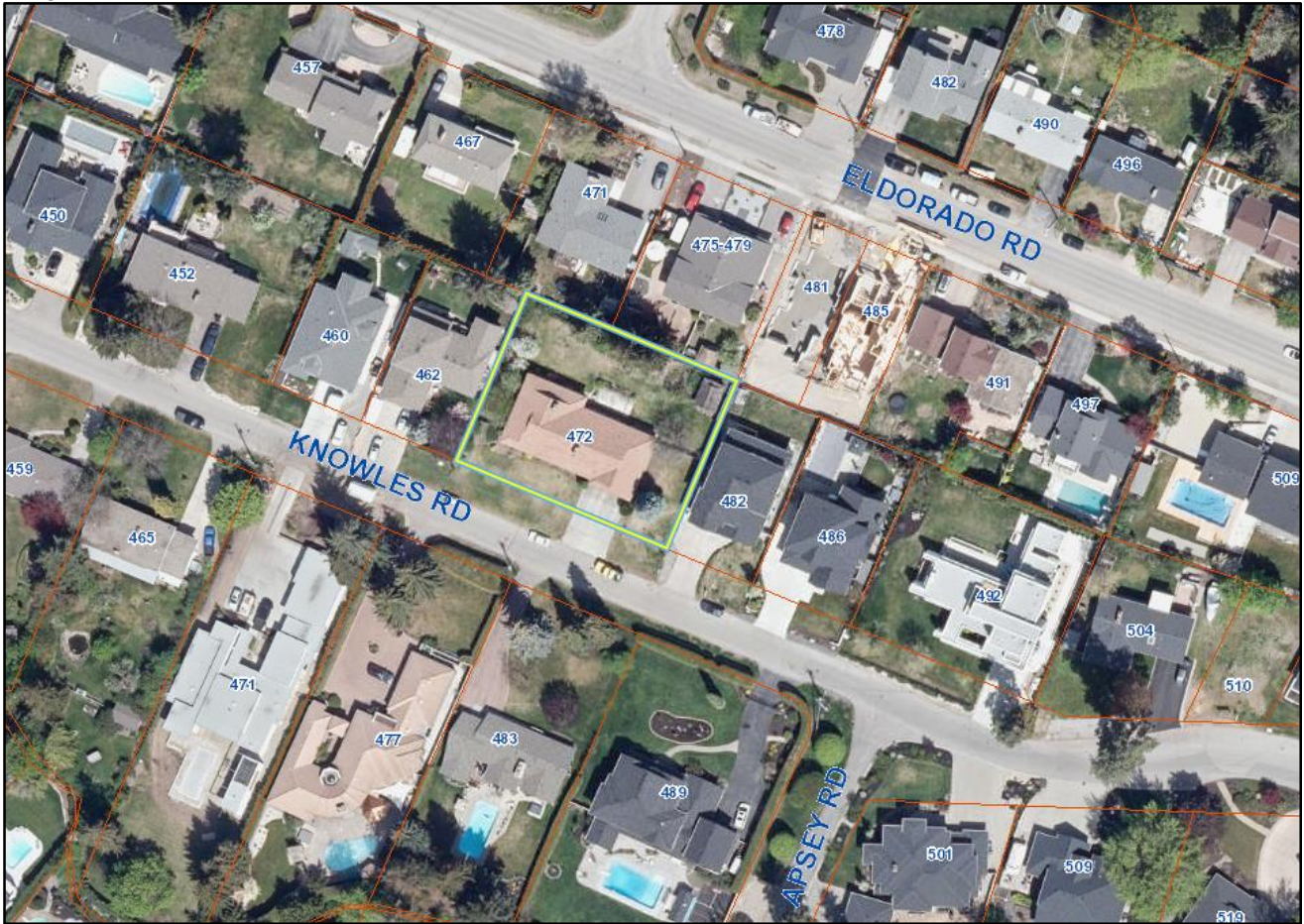
#### 4.2 Site Context

The property is located in the North Okanagan Mission Sector and is within the Permanent Growth Boundary (PGB). The lot is within easy walking distance of Anne McClymont Elementary School and the Lakeshore Road Recreation Corridor to the east, and Eldorado Road Beach Access to the west. The commercial node at Collett Road, Okanagan Mission Community Hall, and Okanagan Mission Secondary School are also nearby in the neighbourhood.

Specifically, adjacent land uses are as follows:

Orientation	Zoning	Land Use
North	RU6 – Two Dwelling Housing	Duplex Housing
East	RU1 – Large Lot Housing	Single Family Housing
South	RU1 – Large Lot Housing	Single Family Housing
West	RU1 – Large Lot Housing	Single Family Housing

**Subject Property Map: 472 Knowles Rd.**



**5.0 Current Development Policies**

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

**Chapter 5: Development Process**

*Objective 5.22 Ensure context sensitive housing development.*

*Policy .6 **Sensitive Infill.** Encourage new development or redevelopment in existing residential areas to be sensitive to or reflect the character of the neighbourhood with respect to building design, height and siting.*

**6.0 Technical Comments**

**6.1 Development Engineering Department**

- See Schedule A

**7.0 Application Chronology**

Date of Application Received: March 17, 2020

Date Public Consultation Completed: May 8, 2020

**Report prepared by:** Aaron Thibeault, Planner II

**Reviewed by:** James Moore, Acting Development Planning Manager

**Approved for Inclusion:** Terry Barton, Development Planning Department Manager

**Attachments:**

Schedule A: Development Engineering Memo

Attachment A: Applicant Rationale

Attachment B: Subdivision Plan



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## CITY OF KELOWNA

# MEMORANDUM

**Date:** April 1, 2020  
**File No.:** Z20-0029  
**To:** Community Planning (AT)  
**From:** Development Engineering Manager (JK)  
**Subject:** 472 Knowles Rd.

**SCHEDULE**

**A**

This forms part of application

# Z20-0029

Planner  
Initials

AT



RU1 to RU2

The Development Engineering Department has the following comments and requirements associated with this application to rezone the subject property from RU1 to RU6. The road and utility upgrading requirements outlined in this report will be a requirement of this development. The Development Engineering Technician for this project is Aaron Sangster.

### 1. General

- a) The following requirements are valid for two (2) years from the reference date of this memo, or until the PLR and/or application has been closed, whichever occurs first. The City of Kelowna reserves the rights to update/change some or all items in this memo once these time limits have been reached.

### 2. Domestic Water and Fire Protection

- a) The subject property is currently serviced with a 19mm water service. One metered water service will be required for the development. The disconnection of the existing small diameter water services and the tie-in of a larger service is the developer's responsibility. You can engage an engineer and contractor to manage the work on your behalf or it can be provided by City forces at the developer's expense. If you chose to have it completed by City forces, you will be required to sign a Third-Party Work Order and pre-pay for the cost of the water service upgrades. For estimate inquiries please contact Mike Thomas, by email [mthomas@kelowna.ca](mailto:mthomas@kelowna.ca) or phone, 250-469-8797.

### 3. Sanitary Sewer

- a) This property is currently serviced with a 100-mm sanitary service. The developer's consulting mechanical engineer will determine the development requirements of this proposed development and establish the service needs. Only one service will be permitted for this development. You can engage an engineer and contractor to manage the work on your behalf or it can be provided by City forces at the developer's expense. If you chose to have it completed by City forces, you will be required to sign a Third-Party Work Order and pre-pay for the cost of the water service upgrades. For estimate inquiries please contact Mike Thomas, by email [mthomas@kelowna.ca](mailto:mthomas@kelowna.ca) or phone, 250-469-8797.

### 4. Storm Drainage

- a) The developer must engage a consulting civil engineer to provide a storm water management plan for the site, which meets the requirements of the Subdivision,

City of  
**Kelowna**

Development and Servicing Bylaw No. 7900. The storm water management plan shall include provision of lot grading plan, minimum basement elevation (MBE), if applicable, and provision of a storm drainage service for the development and / or recommendations for onsite drainage containment and disposal systems. Only one service will be permitted for this development. The applicant, at his cost, will arrange the installation of one overflow service if required.

## 5. Electric Power and Telecommunication Services

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

## 6. Road Improvements

- a) Knowles Rd. must be upgraded to a local standard along the full frontage of this proposed development, curb and gutter, drainage system, catch basin, manholes, irrigated landscaped boulevard, pavement removal and replacement, and re-location or adjustment of utility appurtenances if required to accommodate the upgrading construction. A one-time cash payment in lieu of construction must be collected from the applicant for future construction by the City. The cash-in-lieu amount is determined to be **\$70,609.83** not including utility service cost. The road cross section to be used is a SS-R3.

## 7. Erosion Servicing Control Plan

- a) Provide a detailed ESC Plan for this development as per the Subdivision, Development and Servicing Bylaw #7900.
- b) The developer must engage a consulting civil engineer to provide an ESC plan for this site which meets the requirements of the City Subdivision Development and Servicing Bylaw 7900.

## 8. Road Dedication and Subdivision Requirements

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

## 9. Geotechnical Report

Provide a geotechnical report prepared by a Professional Engineer competent in the field of hydro-geotechnical engineering to address the items below: NOTE: The City is relying on the Geotechnical Engineer's report to prevent any damage to property and/or injury to persons from occurring as a result of problems with soil slippage or soil instability related to this proposed subdivision. The Geotechnical reports must be submitted to the Development Services Department (Subdivision Approving officer) for distribution to the Development Engineering Branch and Inspection Services Division prior to submission of Engineering drawings or application for subdivision approval.

- (i) Area ground water characteristics, including any springs and overland surface drainage courses traversing the property. Identify any monitoring required.

- (ii) Site suitability for development.
- (iii) Site soil characteristics (i.e. fill areas, sulphate content, unsuitable soils such as organic material, etc.).
- (iv) Any special requirements for construction of roads, utilities and building structures.
- (v) Recommendations for items that should be included in a Restrictive Covenant.
- (vi) Recommendations for roof drains, perimeter drains and septic tank effluent on the site.
- (vii) Any items required in other sections of this document.

## 12. Charges and Fees

- a) Development Cost Charges (DCC's) are payable.
- b) Fees per the "Development Application Fees Bylaw" include:
  - i) Survey Monument, Replacement Fee: \$1,200.00 (GST exempt) – only if disturbed.
  - ii) Survey Monument Fee: **\$100.00** (\$50 per newly created lot – GST exempt).
- c) A hydrant levy charge of **\$500.00** (\$250.00 per new lot.)
- d) Cash-in-lieu for Deferred Frontage Works: \$70,609.83
- e) New Services (water & Sanitary) per lot **to be determined**.

*James Kay*

James Kay, P.Eng.  
Development Engineering Manager

AS

<b>SCHEDULE</b>		<b>A</b>
This forms part of application # <b>Z20-0029</b>		
Planner Initials	<b>AT</b>	 City of <b>Kelowna</b> COMMUNITY PLANNING

<b>Project:</b>	472 Knowles Road Subdivision	<b>Project No:</b>	CK-191098
<b>Client:</b>	Jaswinder Sigh	<b>Date:</b>	2020-02-03
<b>Location:</b>	472 Knowles Road, Kelowna, BC	<b>Contractor:</b>	N/A

## Design Rational Statement

### RE: City of Kelowna Rezoning / DP Application 472 Knowles Road

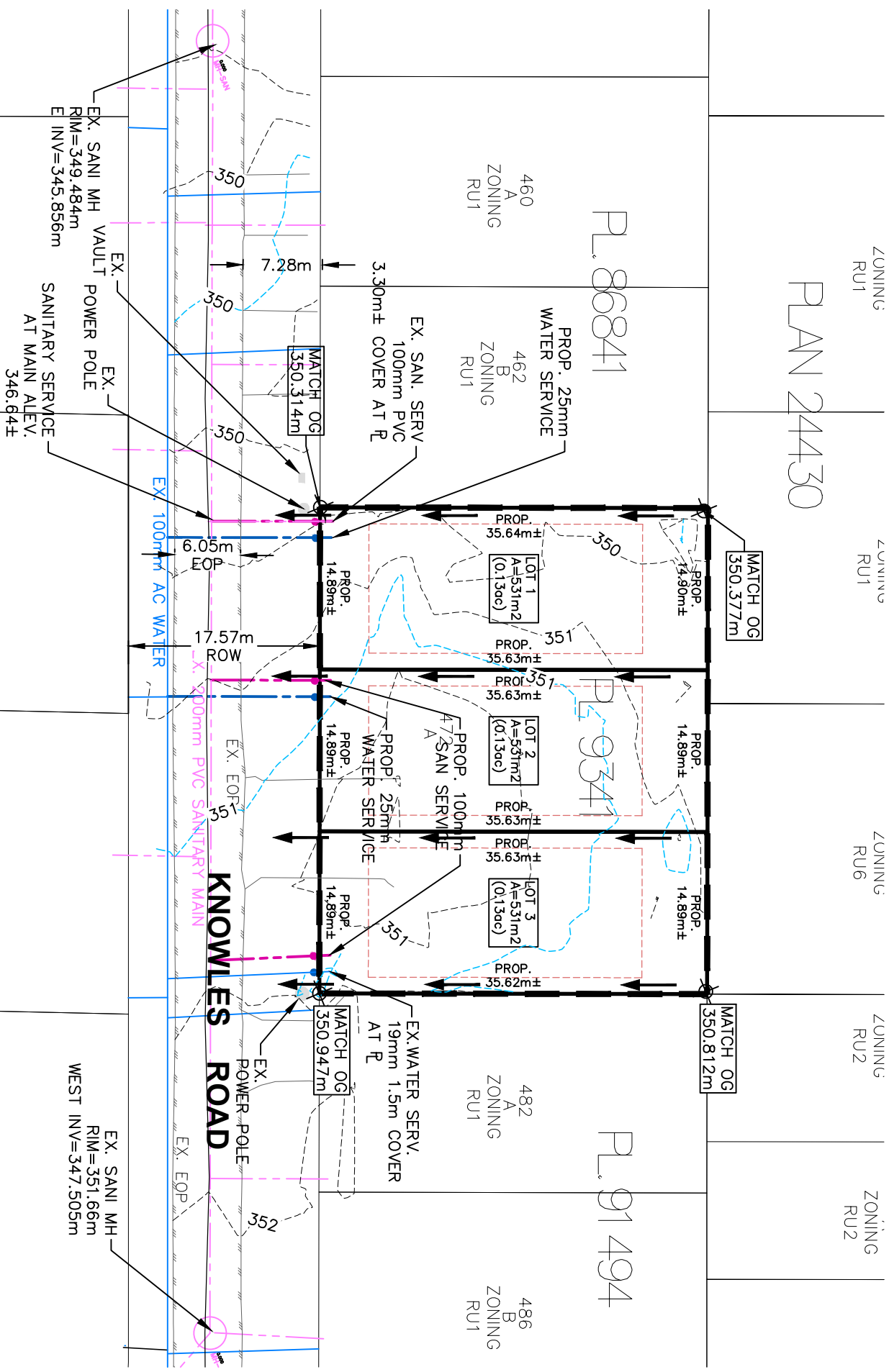
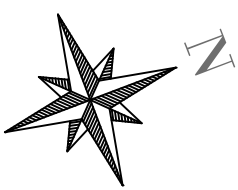
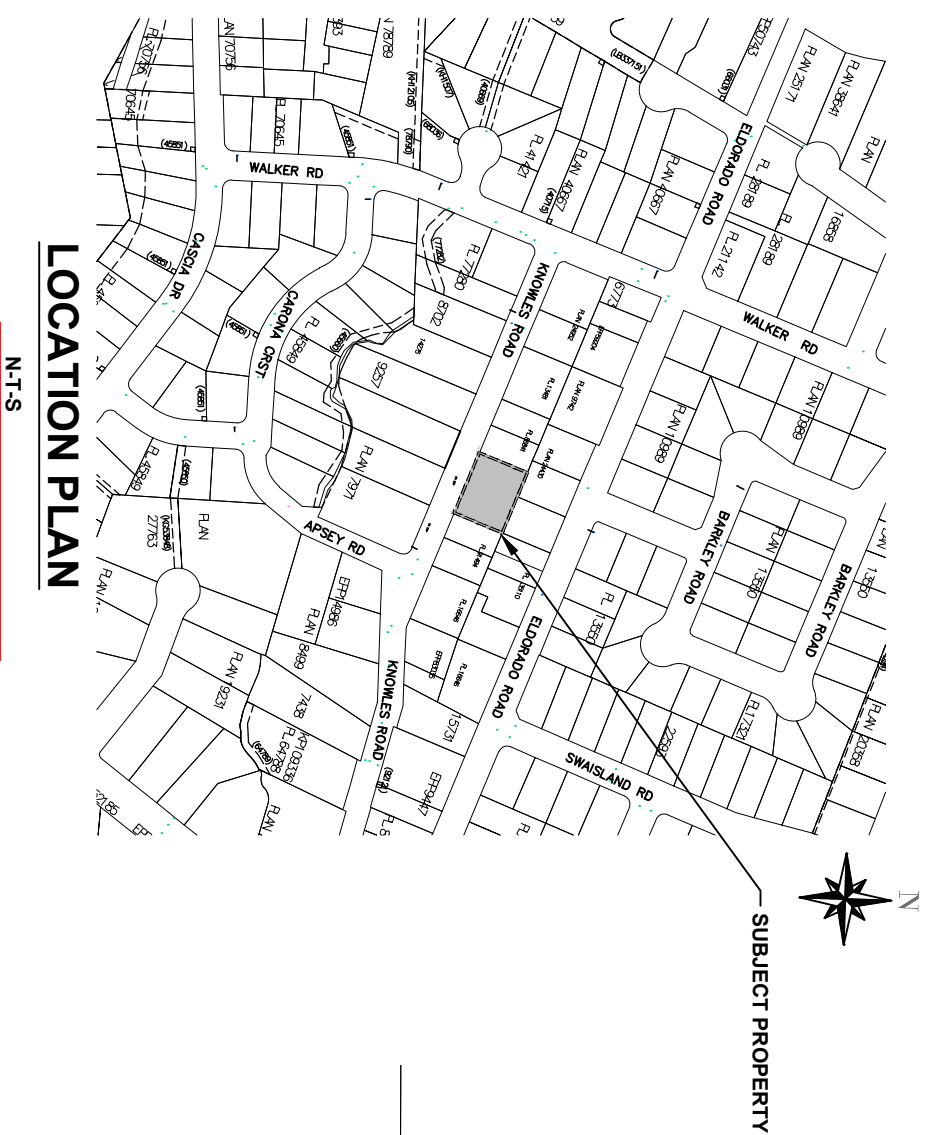
The proposed Rezoning / DP Application allows the site located at 472 Knowles Road to be rezoned from RU1 to RU2. The purpose of this change in zoning is to allow the creation of 3 new single family lots in place of the existing single family home. The lot at 472 Knowles Road is approximately 35.64m deep and 44.68m of frontage totaling 531m<sup>2</sup>. The proposed 3 new individual lots would be a depth of approximately 35.64m and a frontage of approximately 14.89m. The proposed subdivided lots meet the minimum RU2 requirements of 13m frontage, 30m deep, and minimum 400m<sup>2</sup>. The existing lot is currently serviced by the 100mm AC water main by a 19mm service 1.8m west of the south east iron pin, and from the existing 200mm PVC sanitary main by a 100mm PVC service 2.4m east of the south west iron pin. The existing city infrastructure will allow for the addition of 2 new 25mm water services, and 2 new 100mm sanitary services. The subdivision will allow for the creation of 2 additional lots and remain withing the city's development plan for this neighborhood.

Regards,



Nathan Waterhouse, P.Eng



ATTACHMENT     B    

This forms part of application  
# Z20-0029

Planner  
Initials

AT

[illegible]



# Z20-0029 472 Knowles Rd.

Rezoning Application



# Proposal

- ▶ To rezone the subject property from the RU1 – Large Lot Housing zone to the RU2 - Medium Lot Housing zone to facilitate a 3-lot subdivision.

# Development Process

March 17, 2020

Development Application Submitted



Staff Review & Circulation



May 8, 2020

Public Notification Received



May 25, 2020

Initial Consideration



Public Hearing  
Second & Third Readings



Final Reading  
DP & Variances



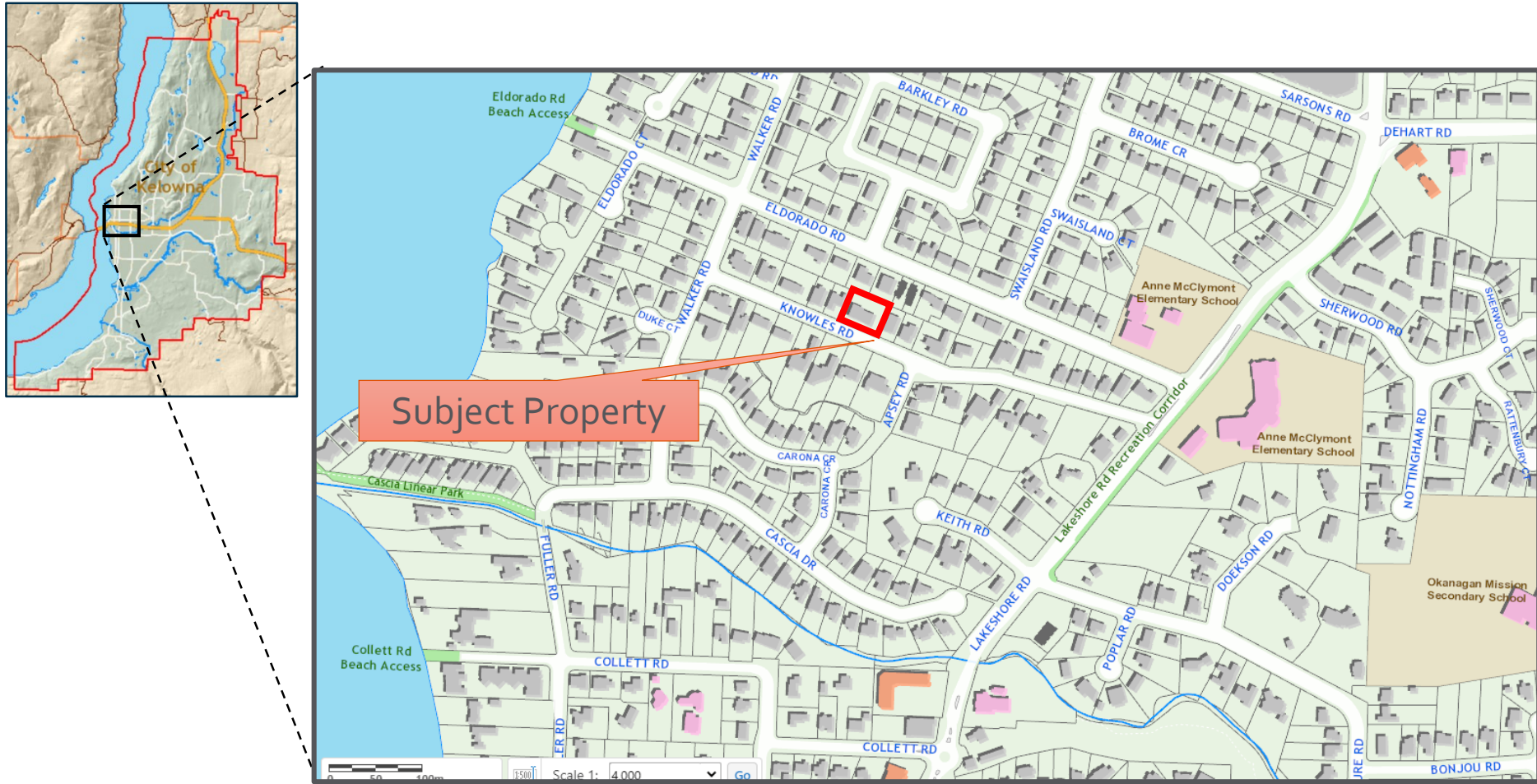
Building Permit



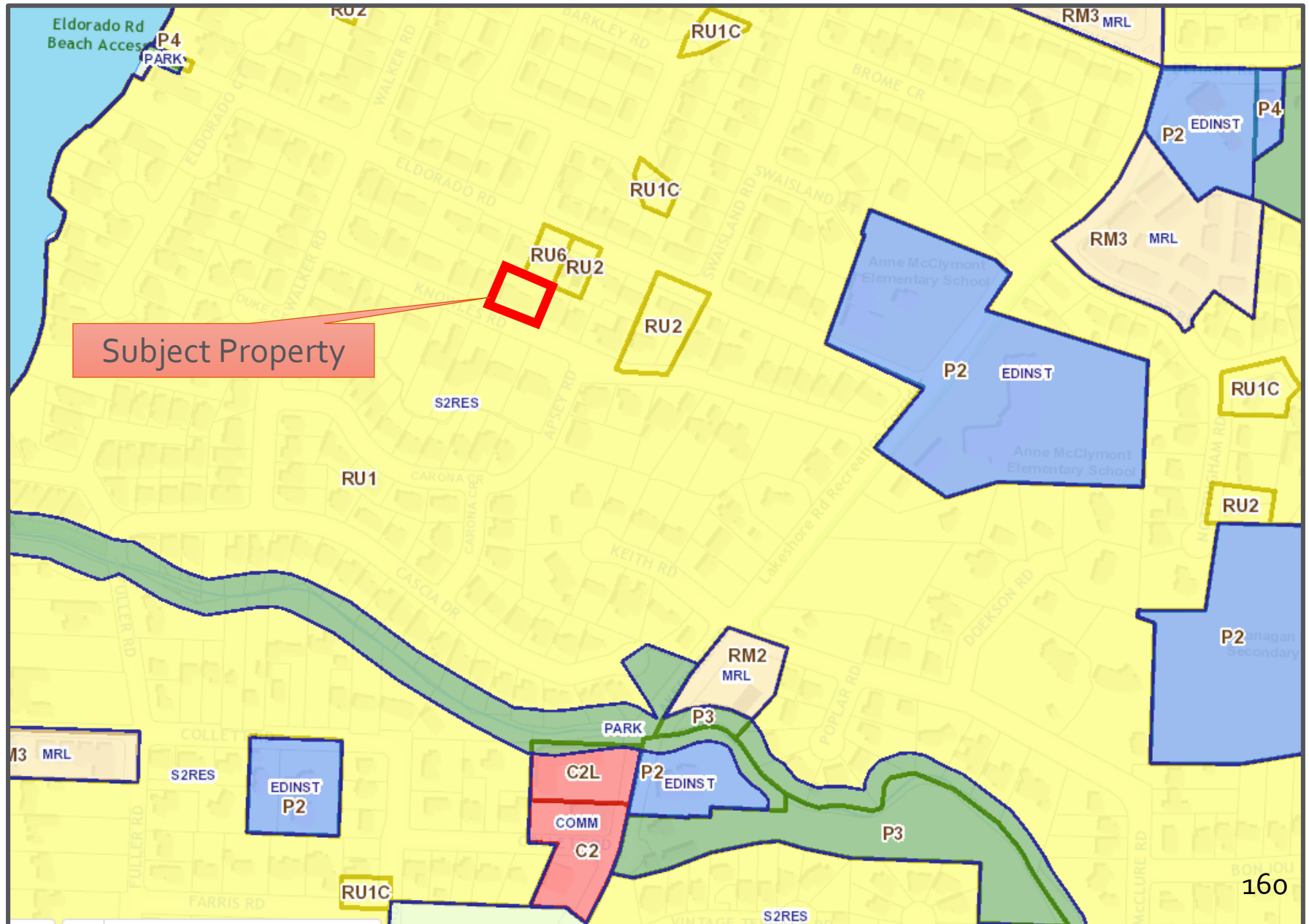
Council  
Approvals



# Context Map



# OCP Future Land Use / Zoning





# Subject Property Map

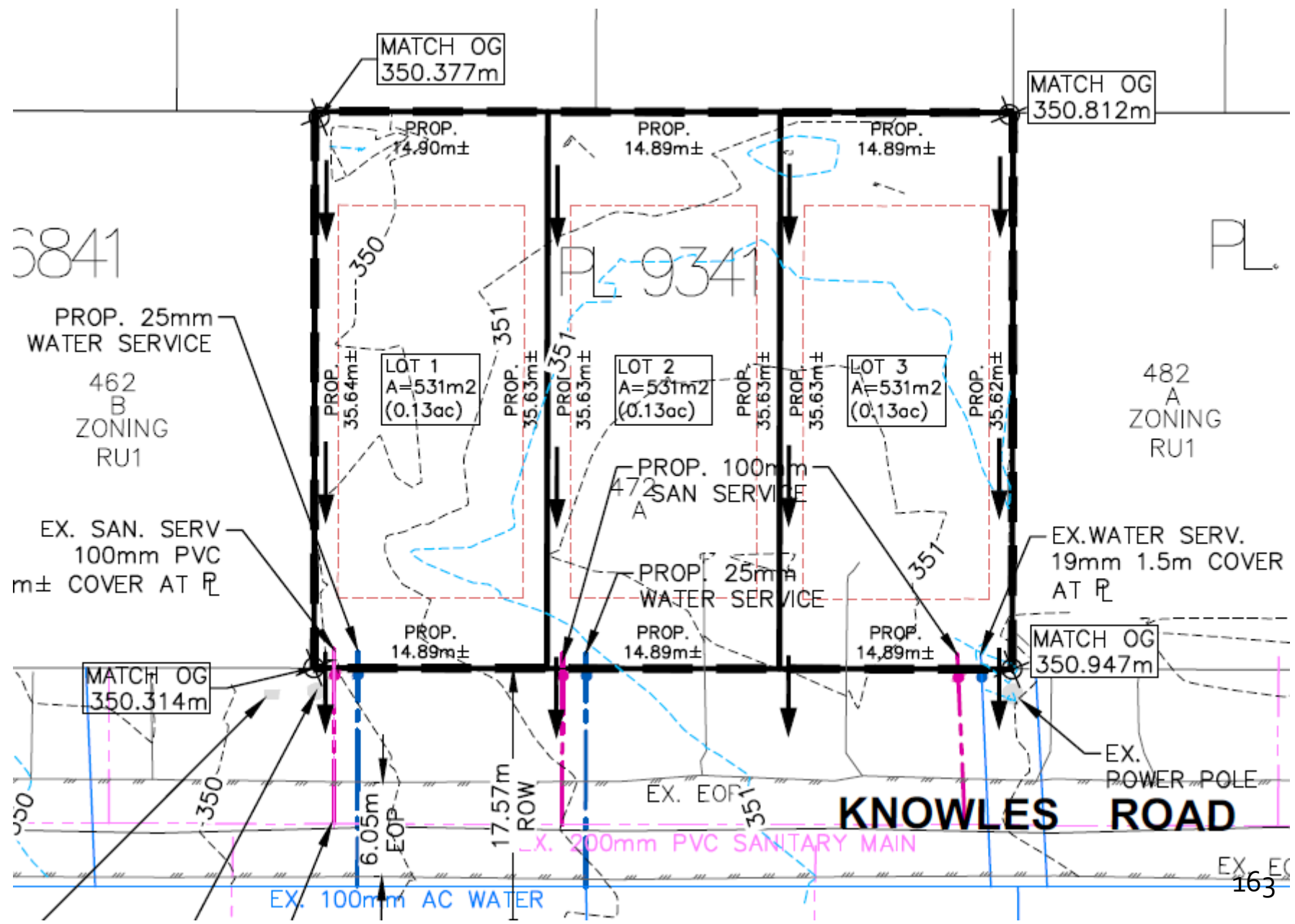


# Project/technical details

- ▶ The applicant proposes to rezone the subject property to the RU2 – Medium Lot Housing zone to facilitate a 3-lot subdivision.
- ▶ Each of the 3 proposed lots meets the minimum dimensions of the RU2 zone.



# Subdivision Plan



# Development Policy

- ▶ *Objective 5.22 Ensure context sensitive housing development.*
- ▶ *Policy .6 **Sensitive Infill**.* Encourage new development or redevelopment in existing residential areas to be sensitive to or reflect the character of the neighbourhood with respect to building design, height and siting

# Public Notification Policy #367

- ▶ The public consultation process for this application was performed in full accordance with Policy #367
  - ▶ Neighbour Consultation completed May 8, 2020

# Staff Recommendation

- ▶ Staff recommend support to rezone the property to the RU2 – Medium Lot Housing zone to facilitate a 3-lot subdivision.
  - ▶ Consistent with OCP
  - ▶ Advances context sensitive infill





## *Conclusion of Staff Remarks*

**CITY OF KELOWNA**  
**BYLAW NO. 12043**  
**Z20-0029 – 472 Knowles 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 A, District Lot 167, ODYD, Plan 9341 Except Plans 13481 and 19834 located at Knowles Road, Kelowna, BC from the RU1 – Large Lot Housing zone to the RU2 – Medium Lot Housing zone.
2. This bylaw shall come into full force and effect and is binding on all persons as and from the date of adoption.

Read a first time by the Municipal Council this

Public Hearing Waived by the Municipal Council this

Read a second and third time by the Municipal Council this

Adopted by the Municipal Council of the City of Kelowna this

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Mayor

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City Clerk

# CITY OF KELOWNA

## BYLAW NO. 11942

### Official Community Plan Amendment No. OCP18-0015 1940 Underhill Street

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A bylaw to amend the "*Kelowna 2030* – Official Community Plan Bylaw No. 10500".

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

1. THAT Map 4.1 - **GENERALIZED FUTURE LAND USE** of "*Kelowna 2030* – Official Community Plan Bylaw No. 10500" be amended by changing the Generalized Future Land Use designation of Lot A, District Lot 127 & 4646, ODYD, Plan KAP74477 located on Underhill Street, Kelowna, BC, from MRH – Multiple Unit Residential (High Density) & EDINST (Education / Major Institutional) to MXR – Mixed Use (Residential / Commercial) designation.
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 7<sup>th</sup> day of October, 2019.

Considered at a Public Hearing on the 22<sup>nd</sup> day of October, 2019.

Read a second and third time by the Municipal Council this 22<sup>nd</sup> day of October, 2019.

Adopted by the Municipal Council of the City of Kelowna this

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Mayor

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City Clerk

**CITY OF KELOWNA**  
**BYLAW NO. 11943**  
**Z18-0071 – 1940 Underhill Street**

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

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

1. THAT City of Kelowna Zoning Bylaw No. 8000 be amended by changing the zoning classification of Lot A, District Lot 127 & 4646, ODYD, Plan KAP74477 located on Underhill Street, Kelowna, BC, from the P2 – Education and Minor Institutional zone to the C4 – Urban Centre Commercial zone.
2. This bylaw shall come into full force and effect and is binding on all persons as and from the date of adoption.

Read a first time by the Municipal Council this 7<sup>th</sup> day of October, 2019.

Considered at a Public Hearing on the 22<sup>nd</sup> day of October, 2019.

Read a second and third time by the Municipal Council this 22<sup>nd</sup> day of October, 2019.

Approved under the Transportation Act this 19<sup>th</sup> day of May, 2020.

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. 11994

### Discharge of Land Use Contract

LUC77-1045 (P1218)

925-929 McCurdy Road

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WHEREAS a land use (the "Land Use Contract") is registered at the Kamloops Land Title Office under number P1218 against lands in the City of Kelowna particularly known and described as Lot A, District Lot 143, Osoyoos Division Yale District Plan KAP66598 located at 925-929 McCurdy Road, Kelowna, B.C.;

WHEREAS Section 546 of the *Local Government Act* provides that a land use contract that is registered in a Land Title Office may be discharged in the manner specified in the Land Use Contract, by bylaw following a public hearing on the proposed bylaw;

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

1. This Bylaw may be cited for all purposes as "Land Use Contract LUC77-1045 Discharge Bylaw".
2. The Land Use Contract is hereby cancelled and of no further force and effect and the City of Kelowna is hereby authorized and empowered to apply for the discharge of the Land Use Contract from the Lands.

Read a first time by the Municipal Council this 24<sup>th</sup> day of February, 2020.

Considered at a Public Hearing on the 17<sup>th</sup> day of March, 2020.

Read a second and third time by the Municipal Council this 17<sup>th</sup> day of March, 2020.

Approved under the Transportation Act this 29<sup>th</sup> day of April, 2020.

William Sparkes

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(Approving Officer – Ministry of Transportation)

Adopted by the Municipal Council of the City of Kelowna this

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Mayor

---

City Clerk

**CITY OF KELOWNA**  
**BYLAW NO. 11995**  
**Z19-0132 - 925-929 McCurdy 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 A District Lot 143, ODYD, Plan KAP66598 located on McCurdy Road, Kelowna, BC from the A1 – Agriculture 1 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 24<sup>th</sup> day of February, 2020.

Considered at a Public Hearing on the 17<sup>th</sup> day of March, 2020.

Read a second and third time by the Municipal Council this 17<sup>th</sup> day of March, 2020.

Approved under the Transportation Act this 22<sup>nd</sup> day of April, 2020.

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. 11996

LUCT20-0001

### Early Termination of Land Use Contract – LUC77-1045 Alsgard Street, Leathead Road and McCurdy Road

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WHEREAS a land use contract (the "Land Use Contract LUC77-1045") is registered at the Kamloops Land Title Office under the charge numbers P1218, R54107, KD80046, KL84709, KL84710 and KL84711 against lands in the City of Kelowna particularly known and described as in Schedule "A" attached (the "Lands"), located on Alsgard Street, Leathead Road and McCurdy Road, Kelowna, B.C.;

AND WHEREAS Section 548 of the *Local Government Act* provides that a local government may impose an early termination to land use contracts registered in a Land Title Office that applies to land within the jurisdiction of the local government;

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

1. This Bylaw may be cited for all purposes as "Early Termination of Land Use Contract LUC77-1045";
2. Bylaw No. 4679-78 establishing Land Use Contract LUC77-1045 and all amendments thereto, are hereby repealed and the Land Use Contract is terminated as of the date of adoption; and
3. This bylaw will come into force and effect one year after the adoption date.

Read a first time by the Municipal Council this 24<sup>th</sup> day of February, 2020.

Considered at a Public Hearing this 17<sup>th</sup> day of March, 2020.

Read a second and third time by Municipal Council this 17<sup>th</sup> day of March, 2020.

Adopted by the Municipal Council this

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Mayor

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City Clerk

Schedule A: LUC77-1045						
No.	Legal Description	Address	Parcel Identifier Number	Land Use Contract	Underlying Zone	Charge Number
1	Lot 2 District Lot 143 ODYD Plan KAP45330	960 Alsgard Street	017-397-511	LUC77-1045	A1 – Agriculture 1	P1218/R54107
2	Lot 3 District Lot 143 ODYD Plan KAP45330	950 Alsgard Street	017-397-529	LUC77-1045	A1 – Agriculture 1	P1218/R54107
3	Lot 4 District Lot 143 ODYD Plan KAP45330	940 Alsgard Street	017-397-537	LUC77-1045	A1 – Agriculture 1	P1218/R54107
4	Lot 5 District Lot 143 ODYD Plan KAP45330	904 Alsgard Street	017-397-545	LUC77-1045	A1 – Agriculture 1	P1218/R54107
5	Lot 1 District Lot 143 ODYD Plan KAP45330	1049 McCurdy Road	017-397-502	LUC77-1045	A1 – Agriculture 1	P1218/R54107
6	Lot A District Lot 143 ODYD Plan 40065	1015 McCurdy Road	011-820-951	LUC77-1045	A1 – Agriculture 1	P1218/R54107
7	Lot B District Lot 14 ODYD Plan 40065	965-975 McCurdy Road	011-820-969	LUC77-1045	A1 – Agriculture 1	P1218/R54107
8	Lot A District Lot 143 ODYD Plan KAP67912	865 McCurdy Road	024-904-392	LUC77-1045	A1 – Agriculture 1	P1218/R54107/ KL84710
9	Lot A District Lot 143 and of Section 27 Township 26 ODYD Plan KAP50295	856-880 Leathead Road	018-353-720	LUC77-1045	A1 – Agriculture 1	P1218/R54107/ KL84711
10	Lot E District Lot 143 and of Section 27 Township 26 ODYD District Plan 40065	920 Leathead Road	011-820-993	LUC77-1045	A1 – Agriculture 1	P1218/R54107/ /KL84709
11	Lot 1 District Lot 143 ODYD Plan 43896	990 Leathead Road	016-554-582	LUC77-1045	A1 – Agriculture 1	P1218/R54107/ /KD80046
12	Lot D District Lot 143 and of Section 27 Township 26 ODYD Plan 40065	990 Leathead Road	011-820-977	LUC77-1045	A1 – Agriculture 1	P1218/R54107



**CITY OF KELOWNA**  
**BYLAW NO. 11997**  
**Z20-0004**  
**Alsgard Street, Leathead Road and McCurdy Road**

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

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

1. THAT City of Kelowna Zoning Bylaw No. 8000 be amended by changing the zoning classification of parcels outlined in Schedule "B" attached and forming part of this bylaw located on Alsgard Street, Leathead Road and McCurdy Road, Kelowna, BC from the A1 – Agriculture 1 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 24<sup>th</sup> day of February, 2020.

Public Hearing Waived by the Municipal Council this 24<sup>th</sup> day of February, 2020.

Read a second and third time by the Municipal Council this 17<sup>th</sup> day of March, 2020.

Approved under the Transportation Act this 22<sup>nd</sup> day of April, 2020.

Audrie Henry  
(Approving Officer – Ministry of Transportation)

Adopted by the Municipal Council of the City of Kelowna this

\_\_\_\_\_  
Mayor

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

Schedule B: Proposed I2 Zone						
No.	Legal Description	Address	Parcel Identifier Number	Land Use Contract	Underlying Zone	Proposed Zone
1	Lot 2 District Lot 143 ODYD Plan KAP45330	960 Alsgard Street	017-397-511	LUC77-1045	A1 – Agriculture 1	I2 – General Industrial
2	Lot 3 District Lot 143 ODYD Plan KAP45330	950 Alsgard Street	017-397-529	LUC77-1045	A1 – Agriculture 1	I2 – General Industrial
3	Lot 4 District Lot 143 ODYD Plan KAP45330	940 Alsgard Street	017-397-537	LUC77-1045	A1 – Agriculture 1	I2 – General Industrial
4	Lot 5 District Lot 143 ODYD Plan KAP45330	904 Alsgard Street	017-397-545	LUC77-1045	A1 – Agriculture 1	I2 – General Industrial
5	Lot 1 District Lot 143 ODYD Plan KAP45330	1049 McCurdy Road	017-397-502	LUC77-1045	A1 – Agriculture 1	I2 – General Industrial
6	Lot A District Lot 143 ODYD Plan 40065	1015 McCurdy Road	011-820-951	LUC77-1045	A1 – Agriculture 1	I2 – General Industrial
7	Lot B District Lot 14 ODYD Plan 40065	965-975 McCurdy Road	011-820-969	LUC77-1045	A1 – Agriculture 1	I2 – General Industrial
8	Lot A District Lot 143 ODYD Plan KAP67912	865 McCurdy Road	024-904-392	LUC77-1045	A1 – Agriculture 1	I2 – General Industrial
9	Lot A District Lot 143 and of Section 27 Township 26 ODYD Plan KAP50295	856-880 Leathead Road	018-353-720	LUC77-1045	A1 – Agriculture 1	I2 – General Industrial
10	Lot E District Lot 143 and of Section 27 Township 26 ODYD District Plan 40065	920 Leathead Road	011-820-993	LUC77-1045	A1 – Agriculture 1	I2 – General Industrial
11	Lot 1 District Lot 143 ODYD Plan 43896	990 Leathead Road	016-554-582	LUC77-1045	A1 – Agriculture 1	I2 – General Industrial
12	Lot D District Lot 143 and of Section 27 Township 26 ODYD Plan 40065	990 Leathead Road	011-820-977	LUC77-1045	A1 – Agriculture 1	I2 – General Industrial

**CITY OF KELOWNA**  
**BYLAW NO. 12005**  
**TA19-0021 – 1171-1199 Gordon Drive**

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

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

1. THAT **Section 15.4, I<sub>4</sub> – Central Industrial** be amended, by adding in its appropriate location the following:

**"15.4.7 Site Specific Uses and Regulations**

Uses and regulations apply to the I<sub>4</sub> – Central Industrial zone on a site-specific basis as follows:

	<i><b>Legal Description</b></i>	<i><b>Civic Address</b></i>	<i><b>Regulation</b></i>
1.	Lot A Section 30 Township 26 ODYD, Plan KAP75328, Except Plan KAP87231	1171-1199 Gordon Drive, Kelowna, BC	To allow retail liquor sales establishment as permitted Secondary Use in addition to those permitted in section 15.4.3.

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 23<sup>rd</sup> day of March, 2020.

Considered at a Public Hearing on the 12<sup>th</sup> day of May, 2020.

Read a second and third time by the Municipal Council this 12<sup>th</sup> day of May, 2020.

Adopted by the Municipal Council of the City of Kelowna this

\_\_\_\_\_  
Mayor

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

# Report to Council



**Date:** May 25, 2020  
**To:** Council  
**From:** City Manager  
**Subject:** Changes to Liquor Licensing Application Process  
**Department:** Development Planning

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## **Recommendation:**

That Council rescind the direction to opt-out of providing local government input to the Liquor and Cannabis Regulation Branch on liquor license applications;

AND THAT Bylaw No. 12048, being Amendment No. 7 to the Development Applications Procedures Bylaw No. 10540, be forwarded for reading consideration.

## **Purpose:**

To temporarily delegate Council's authority for local government input on liquor license applications to the Divisional Director of Planning and Development Services.

## **Background:**

On March 23, 2020 Council adopted a series of delegations and process changes in order to streamline operations at the outset of the COVID-19 crisis. Since this time, staff have discovered that one of these changes as not having the desired effect.

Staff requested that Council "opt-out" of providing feedback to the Liquor and Cannabis Regulation Branch (LCRB) on applications for new and change to liquor license applications. Subsequently, staff have discovered that this is causing delays for applicants because the LCRB is not able to complete their own engagement process for liquor license applications.

## **Discussion:**

In order to facilitate the timely review of liquor license applications and provide resolutions to the provincial government; staff are proposing that Council delegate the authority for providing resolutions to the LCRB to the Divisional Director of Planning and Development Services. This delegation is proposed only on a temporary basis. This temporary delegation can be accomplished through an amendment to the Development Applications Procedures Bylaw. The proposed change to that bylaw is as follows:

### *2.3.6 Temporary Delegation of Authority*

*Pursuant to Section 154(1)(b) of the Community Charter, Council delegates to the Divisional Director of Planning and Development Services:*

*e) the powers of Council to gather the views of residents and provide local government input to the Liquor and Cannabis Regulation Branch on liquor license applications that do not contravene the public interest and are consistent with Council policy No. 359.*

This may include requests for temporary restaurant patio license expansions depending on the scope of process changes from the Liquor and Cannabis Regulation Branch.

Staff would take the following steps to ensure proper reviews occur:

- Review proposals against existing policy contained in Council Policy 359 Liquor Licensing Policy and Procedures.
- Circulate notice of proposed changes to adjacent neighbors for comment.
- Forward applications that are inconsistent with Council Policy 359 or that generate a high degrees of neighbor concern to Council.
- Temporary changes for the purposes of patio expansions will not require neighbor consultation.

## **Conclusion:**

The proposed changes to the Development Application Procedures bylaw allowing temporary delegation of the liquor license resolution process will help speed up application processing for applicants. Applications inconsistent with City policy will be forwarded to Council with a staff recommendation for consideration.

## **Considerations applicable to this report:**

***Legal/Statutory Authority: Liquor Control and Licensing Act, Section 11***

***Existing Policy: Council Policy 359***



Considerations not applicable to this report:

*Internal Circulation:*

*Legal/Statutory Procedural Requirements:*

*Financial/Budgetary Considerations:*

*External Agency/Public Comments:*

*Communications Comments:*

Submitted by:

Ryan Smith, Divisional Director of Planning and Development Services

Approved for inclusion:



cc: Manager, Development Planning (TB)

# CITY OF KELOWNA

## BYLAW NO. 12048

### Amendment No. 7 to Development Applications Procedures Bylaw No. 10540

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The Municipal Council of the City of Kelowna, in open meeting assembled, enacts that the City of Kelowna Development Applications Procedures Bylaw No. 10540 be amended as follows:

1. THAT **Section 2 – General Provisions, 2.3 Delegation of Authority, 2.3.6 Temporary Delegation of Authority** be amended by adding in it appropriate location:
  - "e) The powers of Council to gather the views of residents and provide local government input to the Liquor and Cannabis Regulation Branch on liquor license applications that do not contravene the public interest and are consistent with Council Policy No. 359 Liquor Licensing Policy & Procedures."
2. This bylaw may be cited for all purposes as "Bylaw No. 12048, being Amendment No. 7 to Development Applications Procedures Bylaw No. 10540."
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 and adopted by the Municipal Council this

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Mayor

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City Clerk

# Report to Council



**Date:** May 25, 2020  
**To:** Council  
**From:** City Manager  
**Subject:** Sidewalk Patio Permit – Temporary Expansion  
**Department:** Real Estate

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## **Recommendation:**

THAT Council receive, for information, the Sidewalk Patio Permit Temporary Expansion report from the Real Estate department dated May 25, 2020;

AND THAT Council support the closure of Bernard Avenue between Abbott Street and St. Paul Street, Abbott Street between Lawrence Avenue and Bernard Avenue, and Mill Street, to vehicle traffic from June 29, 2020 to September 8, 2020 to facilitate the temporary expansion of the Sidewalk Patio Permit over the road right of way area;

AND THAT Council support the establishment of a staff Public Space Task Force to review and approve general public space use requests throughout the City of Kelowna, as outlined in the report from the Real Estate department dated May 25, 2020;

AND THAT the 2020 Financial Plan be amended to re-instate the patio program revenue budget that was reduced at Final Budget;

AND FURTHER THAT Council direct staff to prepare bylaw and guideline amendments as required to implement the recommendations in the report from the Real Estate department dated May 25, 2020.

## **Purpose:**

To establish temporary outdoor patio and pedestrian zones on Bernard Avenue and other suitable public lands to create opportunities for retail and restaurant service providers to operate safely and in a manner that is compliant with provincial physical distancing requirements

## **Background:**

On March 17<sup>th</sup>, the Provincial Health Officer ordered all restaurants to cease seated dining as one of the measures to slow the spread of the COVID-19 virus. Other businesses including personal care and retail have also been affected by the public health orders and have either been required to close or have seen huge reductions in service levels.

On May 6<sup>th</sup>, Premier John Horgan announced a phased plan to reopen the economy. Restaurants that can comply with social distancing requirements are able to open their seated dining areas, but in many cases the ongoing restrictions for distancing will result in significant reductions to capacity, and to quote Dr. Bonnie Henry, “outdoor is better than indoor.”

Local businesses, as well as the BC Restaurant and Foodservice Association, are seeking municipal support to provide fast, flexible and nimble permitting with regards to the outdoor patio spaces, in order to support recovery and bolster employment and revenue opportunities.

**Discussion:**

*Existing Consolidated Sidewalk Patio Program*

The City of Kelowna’s [Consolidated Sidewalk Patio Program](#) provides the framework for permitting outdoor seating in key urban areas of our community, including Downtown, South Pandosy and Rutland. In light of current guidelines and requirements associated with safely operating food and retail establishments (as mandated by the Provincial Health Officer), staff are seeking Council approval for temporary amendments and additions to the existing patio program in order to better meet the needs of the business community. These changes are summarized as follows:

1. Approval to close Bernard Avenue to vehicular traffic and expand the principles of the sidewalk seating program over the entirety of the roadway; and
2. Creation of a Public Space Task Force authorized to review and approve appropriate requests for the temporary use of public lands throughout Kelowna (such as plazas, parks, parklets, roads, etc.) in a manner that is consistent with the intentions and general guidelines of the existing patio program.

Request #1: Closure of Bernard Avenue between Lawrence Avenue & St. Paul Street

Main streets and traditional downtowns are at the heart of communities. Our Downtown is arguably the heart of Kelowna, a social and commercial hub that serves the City of Kelowna (the “City”) as a whole. Investments in downtown have been shown to drive tourism, community engagement and civic pride.

Bernard Avenue has periodically been closed for a variety of events over the past number of years, and the removal of vehicle use from the street provides a great opportunity to create an enhanced pedestrian and patio zone. Staff have been working collaboratively with the Downtown Kelowna Association on a plan to temporarily close Bernard Avenue between Abbott Street and St. Paul Street, Abbott Street between Lawrence Avenue and Bernard Avenue, and Mill Street from June 29<sup>th</sup> up to and including September 8<sup>th</sup>. The cross streets will remain open and traffic measures will be put in place on Abbott Street between Lawrence Avenue and Leon Avenue. The proposed road closure area is shown highlighted in red below.



By establishing Bernard Avenue as a car free zone, staff are able to expand the patio seating program over the road right of way area, substantially expanding the potential outdoor patio space available to businesses. While wide, the sidewalks remain a constraint to physical distancing and closure of the traffic lanes is necessary for pedestrian corridors around the expanded patio spaces that will allow people to maintain personal boundaries that will make them feel comfortable.

As shown in the cross-section below, key parameters of this temporary measure include the following:

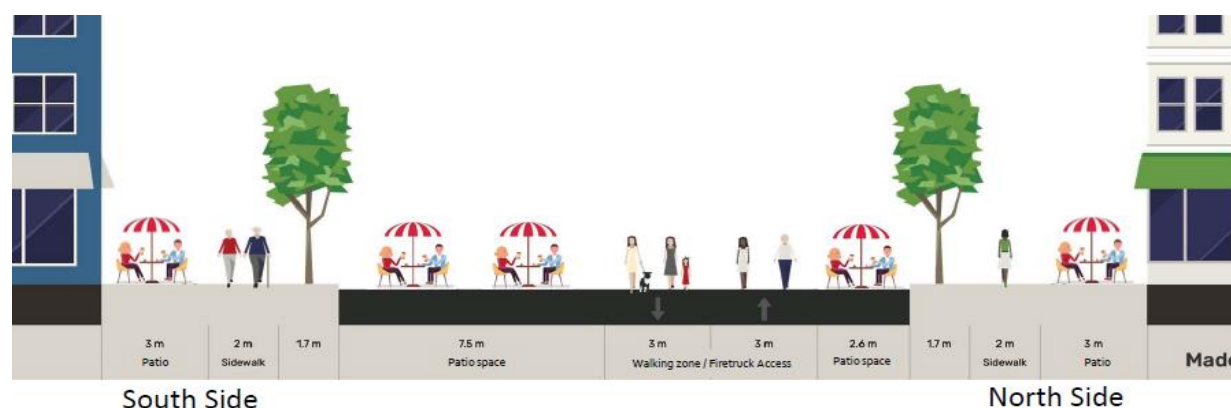
- Creation of approximately 7.5m deep patio space on Bernard Avenue for those businesses on the south side of the street.
- 3m wide north-bound pedestrian corridor.<sup>1</sup>
- 3m wide south-bound pedestrian corridor.
- Creation of approximately 2.6m deep patio space on Bernard Avenue for those businesses on the north side of the street.<sup>2</sup>

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<sup>1</sup> This corridor will also serve as a drive aisle for emergency vehicles.

<sup>2</sup> Patios on the south side of Bernard Avenue are proposed at 7.5m deep as there is a higher concentration of restaurants on this side of the road. On the north side of the road, there are fewer restaurants and more opportunity for restaurant owners to work with neighboring business to increase the width (as opposed to depth) of the patios.





While it is anticipated that interest in this opportunity will be largely focused on food and beverage providers, retail stores are also encouraged to participate. Doing so will allow them to provide shoppers a way to browse their wares in open air displays on the sidewalk or the newly created patio zone. A summary of Bernard Avenue businesses between Abbott Street and St. Paul Street in a high-level review completed by staff is as follows:

	Number of Businesses	Current Patio Program Participants
Food & beverage	41	30
Retail	37	
Other	28	
<b>Total</b>	<b>106</b>	<b>30</b>

### Key Considerations

The closure to vehicles and activation of Bernard Avenue as described above will be based on the following key guidelines and considerations:

- The default size of a permitted patio will be the width of the business's storefront by a depth of:
  - Up to 7.5m on the south side of Bernard Avenue; or
  - Up to 2.6m on the north side of Bernard Avenue.
- Provided they receive written consent of the adjacent property owner, businesses may expand their 'default' patio size to include the frontage (and depth) associated with the adjacent property(s).
- Businesses serving liquor will be required to provide fencing demarcating their service area. To ensure consistency and maintain aesthetic standards, staff will provide direction on the type of temporary fencing to be installed as part of the approval process.

- Installation of fencing for businesses not serving liquor will be optional; however, the patio area must be clearly demarcated by some visual means which must be approved by staff as part of the approval process.
- Patio fees will be payable based on fair market value of the patio area. Based on social distancing requirements and a review of a sample of existing patios, staff anticipate a 50% reduction in the number of guests that can be accommodated in a given patio area. Accordingly, staff are recommending a 50% reduction of fees as outlined in the existing patio program to better reflect fair market value in light of the reduced density of seating. Staff are also recommending the application fee be reduced to \$100 (current fee is \$300 for new patios and \$180 for amendments).
- Application requirements for the proposed program will remain consistent with those associated with the existing Consolidated Sidewalk Seating Program. This includes submission of an application form and fee, inclusive of dimensioned drawings, security deposit, certificate of insurance, and approval of impacted businesses/property owners.

Request #2: Establishment of a Task Force to Respond to General Public Space Use Requests

The ability to close a portion of Bernard Avenue is a direct function of the unique nature and characteristics of this roadway, and a similar approach to road right of way areas throughout the City is not appropriate. Nevertheless, as the most significant landowner within the community, the City of Kelowna can a leadership role in creatively leveraging municipal resources in a manner that best meets the needs of our community.

Accordingly, staff propose establishing a multi-disciplinary task force, led by the Property Management branch and including functions such as Parks, Transportation and Parking, to review and approve requests for the temporary use of public space in other areas of our community.

*Key Considerations*

The following key guidelines will be taken into account as part of any public space use requests:

- While staff acknowledge that there will be no 'one-size-fits-all' solution and that applications will need to be considered on an individual basis, approvals will be consistent with the vision and objectives stated in the existing Consolidated Sidewalk Patio Seating program. This includes high standards in visual and aesthetic appeal, appropriate consultation with the adjacent businesses/landowners and satisfaction of insurance requirements.
- Fees will be based on fair market value of the patio area. As previously stated, given social distancing requirements and the associated reduction in guest density, the fees outlined in the existing patio program for the downtown area, the South Pandosy and Rutland will be reduced by 50% and application fee reduced to \$100

- While staff commit to creatively exploring how to best respond to requests, due to location-specific factors, certain applications may not be approved. Any request will be balanced with other municipal needs, including those associated with parking, parks, transportation, etc.

#### **Financial/Budgetary Considerations:**

##### *Property Management Impacts*

As previously articulated, in order to maintain integrity and equity in the course of business, the City's Real Estate and Property Management department transact at fair market value. This approach is further supported by Section 25 of the Community Charter, which prohibits the City from providing any assistance to business. While fees associated with the existing patio seating program are based on an independent, third-party appraisal, the unique circumstances associated with the use of the program in a COVID-environment – in particular the requirement for social distancing – merits a reconsideration of what constitutes fair market value. Given the approximately 50% reduction in the density of seating on a given patio space, a 50% reduction in the existing patio program fees is recommended.

Despite the reduction in patio fees per square footage, staff anticipate total patio revenue remaining approximately the same as a result of a significant increase in square footage used. Patio program revenues were reduced at Final Budget to reflect the expected impacts of COVID-19. In light of this new opportunity, staff are recommending that the budget be re-instated. Patio program revenue over the past three years, as well as projected revenue in 2020, is shown below.

	2017	2018	2019	2020 (projected)
Patio Program Revenue	\$46,199	\$53,781	\$71,900	\$70,000

##### *Parking Impacts*

The closure of Bernard Avenue is anticipated to result in a significant reduction in on-street parking revenue due to the loss of 113 parking stalls. While on-street parking fees have temporarily been eliminated to reflect the significant COVID-related reduction in parking demand in March, April and May, as per Council's resolution dated March 23, 2020, staff are recommending a return to regular on- and off-street parking rates effective June 1, 2020.

Allowing for a modest reduction in on-street parking demand from historical norms, staff anticipate the following changes in revenue as a result of the temporary implementation of the recommendations in this report for the summer of this year.

Bernard Avenue	
Stalls Impacted (lost)	113
Monthly Revenue per Stall (est.)	189
<b>Total Reduction in Revenue</b>	<b>\$42,714</b>

As Parking Services is a self-funded department, a reduction in department revenues would be offset by anticipated contributions to parking reserves and have no direct impact on taxation. 2020 budget adjustments for this revenue reduction are not necessary at this time as adjustments made to parking revenue budgets at final budget in combination with potentially resuming parking rates effective June 1, 2020, will offset this expected revenue reduction.

**Communications Comments:**

City staff have been working closely with the Downtown Kelowna Association to ensure the recommendations associated with this report align with the needs of its membership. A letter of support for the closure of Bernard Avenue and the expansion of the patio seating program onto the roadway is attached to this report as Schedule A.

The Downtown Kelowna Association will assist the City in communicating the impact and opportunities associated with the closure of Bernard to the various businesses in the downtown.

**Internal Circulation:**

Active Living and Culture  
Transportation  
Parks  
Finance  
Planning & Development Services  
Communication  
Community Safety

**Considerations not applicable to this report:**

Legal/Statutory Authority  
Legal/Statutory Procedural Requirements  
Existing Policy  
External Agency/Public Comments

**Submitted by:** J. Adamson, Manager, Property Management

**Approved for inclusion:** J. Saufferer, Department Manager, Real Estate

Attachments: 1. Schedule A – Downtown Kelowna Letter of Support  
2. Schedule B – PowerPoint Presentation

May 20, 2020

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

Dear Mayor and Council and JoAnne Adamson,

The Downtown Kelowna Association (DKA) represents businesses and commercial property owners in the Downtown core of our City. The DKA acts in the best interests of our members to promote Downtown Kelowna as a thriving place to work, live and play.

There is no doubt the recent closures of restaurants for dine in eating along with personal service businesses and others has caused great strain on businesses operating in Downtown Kelowna. Many have pivoted their business models to survive while the population has been staying home under guidance of the BC Public Health Officer and Health Minister causing a drastic cut in traffic volumes Downtown.

Further to recent discussions regarding the possible reallocation of Bernard Avenue as a pedestrian-only zone, we appreciate participating and being provided the opportunity to offer suggestions, ideas, and concerns. We welcome all opportunities to be involved with discussions of projects that directly affect Downtown Kelowna.

The DKA supports a temporary closure of Bernard Avenue this summer from St. Paul Street to the Sails statue, including a portion of Abbott Street from Bernard Avenue to Lawrence Avenue. The proposed dates are June 29, 2020 through to Labour Day Monday in September. This closure addresses physical distancing requirements for pedestrians accessing the Bernard Avenue core by expanding sidewalk space onto the street. The extended pedestrian space will also allow for ample room to accommodate queues that may be needed to access a store, service or restaurant.

The DKA also supports the allowance for food service establishments to expand their patio spaces beyond their current footprint to facilitate distancing requirements. In addition, other non-food related businesses will be permitted to utilize their store frontage sidewalk area for the duration of the closure using the existing City's Patio Seating Program guidelines.

Support from the DKA includes Downtown Kelowna businesses on streets other than Bernard Avenue to be granted the same opportunity to apply to expand their business outside onto the sidewalk through a brief online application. This will be adjudicated by a new committee formed to facilitate a streamlined process of approval.



Businesses may also apply to expand beyond their existing store frontage sidewalk area with permission from their business neighbour. This provides an opportunity for all Downtown Kelowna businesses to take advantage of this City of Kelowna driven initiative.

The Downtown Kelowna Association appreciates the consideration given to all Downtown businesses with this project. We are hopeful that this will help increase Kelowna's Downtown pedestrian traffic while alleviating sidewalk crowding as we enter Phase 2 of BC's Restart Plan.

Sincerely,

A handwritten signature in dark ink, appearing to read 'Mark Burley', with a stylized, flowing script.

Mark Burley  
Executive Director, Downtown Kelowna Association



# Sidewalk Patio Temporary Expansion

May 25, 2020



# Why are we here today?

- ▶ March 17 – Restaurants ordered to close seating area
- ▶ May 6<sup>th</sup> – Phased recovery plan announced

“Outdoor is better than indoor.”  
Dr. Bonnie Henry



# Sidewalk Patio Program

- ▶ Use the framework of the existing program to:
  1. Create an expanded patio and pedestrian zone on Bernard Ave; and
  2. Create a Public Space Task Force to review requests for temporary use of municipal lands for patios throughout the city.





# Proposed Closure to Vehicles

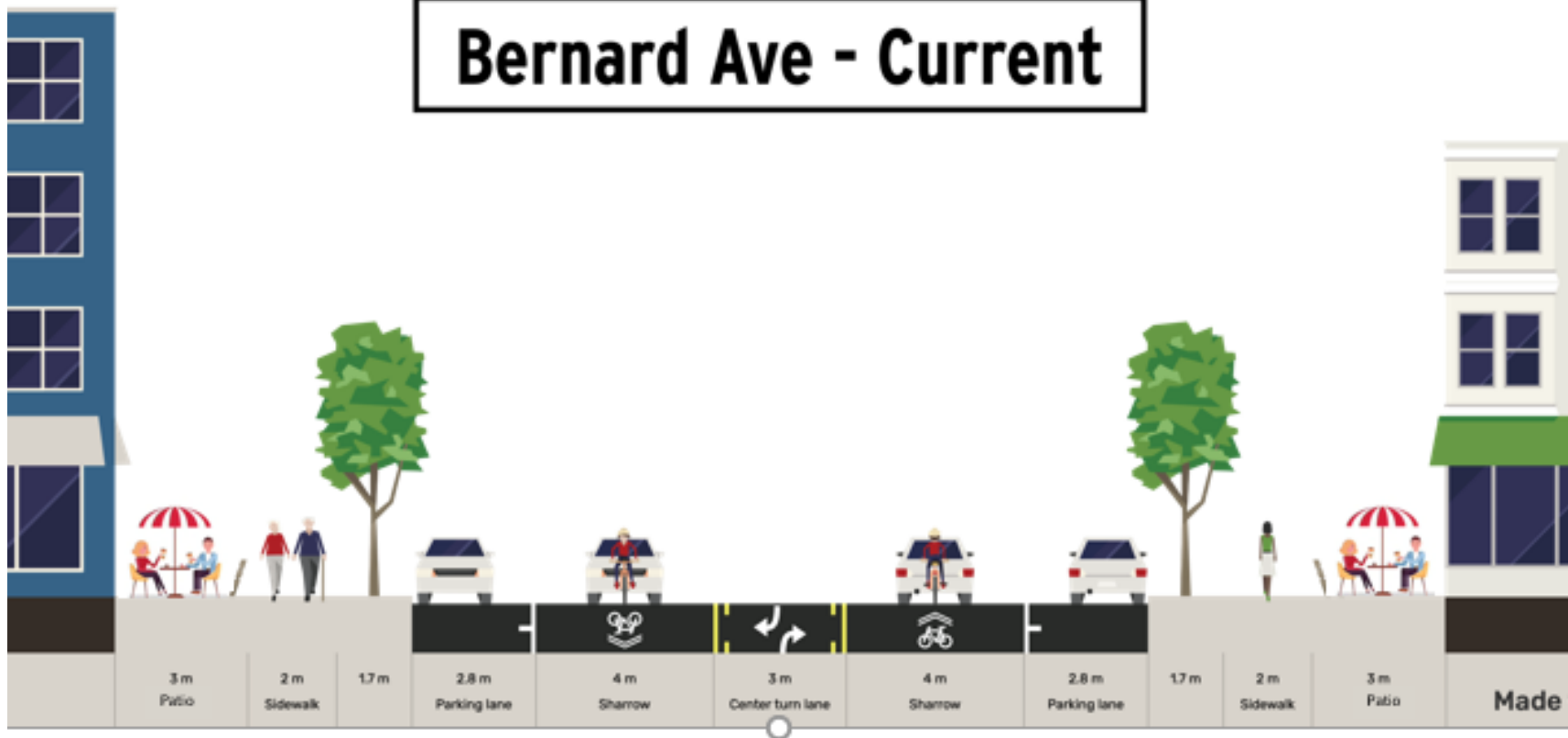


- ▶ Bernard Ave. - St. Paul St. to Abbott St.
- ▶ Abbott St. - Lawrence Ave. to Bernard Ave.
- ▶ Mill St.
  
- ▶ From June 29<sup>th</sup> up to and including Sept 8<sup>th</sup>
- ▶ Cross streets will remain open



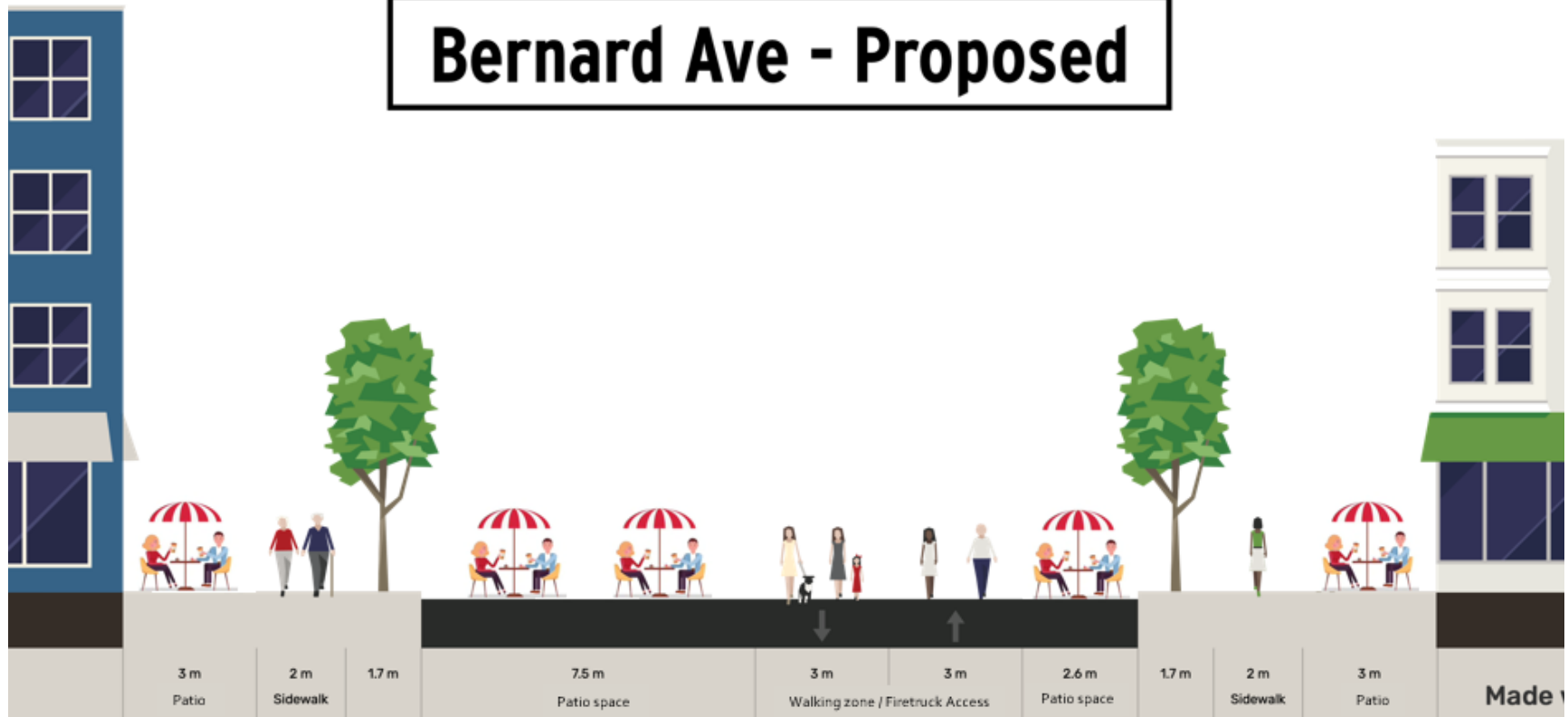
# Current Cross Section

## Bernard Ave - Current



# Proposed Cross Section

## Bernard Ave - Proposed



South Side

North Side

# Public Space Task Force

- ▶ Review requests for the temporary use of public lands through out our community
- ▶ Create a nimble approval process that balances business with municipal needs
- ▶ Comprised of:
  - ▶ Property Management
  - ▶ Transportation
  - ▶ Parks
  - ▶ Parking





# Fees

- Requirement to transact at fair market value
- A review of a sample of existing patios suggests a 50% reduction in seating capacity (due to social distancing)
- Staff recommending a temporary 50% reduction in patio fees for 2020
- Reduce application fee to \$100





*"The city demonstrates leadership and flexibility in leading innovative solutions, capitalizing on opportunities and responding with agility to emerging issues."*

City of Kelowna Land Strategy (2018)



# Report to Council



**Date:** May 25, 2020  
**To:** Council  
**From:** City Manager  
**Subject:** Update on Temporary Changes to Parking Operations  
**Department:** Parking Services Branch (Real Estate)

---

## **Recommendation:**

THAT Council receives, for information, the report from Parking Services, dated May 25, 2020, with respect to an update on temporary changes to parking operations;

AND THAT Council directs staff, until June 15, 2020, to permit any vehicle parking in an on-street pay parking stall within the Downtown Zone B, Downtown Zone C or the South Pandosy Urban Centre areas to do so without being required to make the payment as indicated in Traffic Bylaw No. 8120;

AND THAT Council directs staff to offer users of the mobile parking application, PayByPhone, the ability to use any on-street stall within the Downtown or South Pandosy Urban Centres for up to 30-minutes without charge, once per day for each customer, until August 31, 2020;

AND THAT Council directs staff to continue waiving the 30-day notice requirement for cancellation of monthly permits for holders that are not using their permit due to self-isolation, quarantine or working remotely until June 30, 2020;

AND THAT Council authorizes the Department Manager, Real Estate or Manager, Parking Services to make time sensitive or emergent parking modifications, until the Provincial State of Emergency has been rescinded, as/if required, to support the pandemic response;

AND FURTHER THAT Bylaw No. BL12047, being Amendment No. 37 to Traffic Bylaw No. 8120, be forwarded for reading consideration.

## **Purpose:**

To provide Council with an update on temporary changes to parking operations that were implemented to alleviate concerns expressed by residents and local businesses and to present several additional recommendations for consideration to support the pandemic recovery and reopening.

### Background:

In late March 2020, on street parking demand declined significantly due to the COVID-19 related temporary closures of some businesses, restrictions placed on others, and an increase in staff working remotely. To support businesses that remained open, the Downtown Kelowna Association requested temporary parking fee concessions. Council approved the temporary pause of on-street parking fees within the Downtown and South Pandosy town centre business districts effective March 24<sup>th</sup>, remaining in effect until May 31, 2020.

Following the temporary removal of on-street pay parking in these areas, the primary benefit of pay parking (i.e. turnover) was eliminated, resulting in the longer-term parking of vehicles becoming an increasing problem. In response, staff implemented a process to allow for the creation of temporary 5-minute pickup zones to support businesses that remained open by offering pick up and take out options. Based on feedback received by staff to date, this has been a successful program. In recent weeks, overall activity has continued to increase and some of the busiest blocks in the downtown area, such as Bernard Avenue, are now reaching 100% occupancy, with a strong upward trend (as shown in Figure 1 below).

Figure 1

BERNARD AVE 200-400 (ZONE A) OCCUPANCY (%)



### Discussion:

Based on currently available data, COVID-19 and the associated contagion prevention measures initially resulted in Downtown and South Pandosy on-street parking and lot/parkade occupancy levels dropping by 60-70%. Staff have been monitoring occupancy levels and in recent weeks, a slow but continuous increase in use of off-street parking along with a more significant increase in on-street parking usage has been observed. In the Downtown "Zone A" on-street parking area (closest to the waterfront), peak occupancy rates exceeding 70% are now being recorded (Figure 2) and staff have

received information from downtown businesses that are observing on-street spaces being utilized for long-term parking. As the province begins to relax restrictions, demand is anticipated to increase as businesses begin to reopen and return to the “new normal”. A staged re-implementation of pay parking will re-establish on-street parking spaces as short-term customer parking and shift long-term parkers back into off-street lots and parkades, more suited for this use. The recommendations contained in this report are based on occupancy trends in each of the on-street pay parking areas.

Figure 2

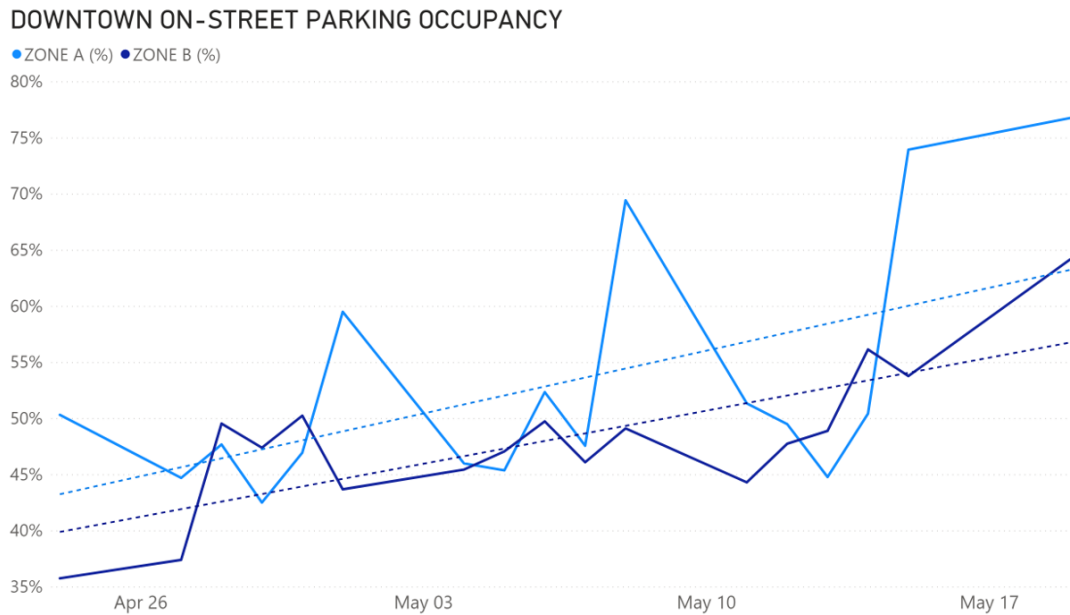
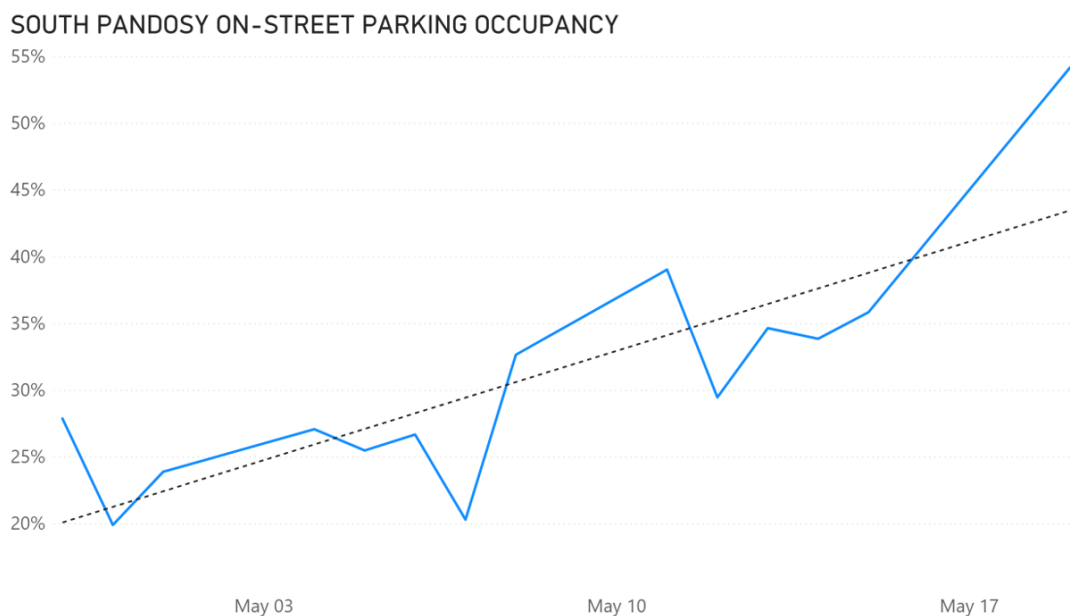


Figure 3



## Recommendations:

In response to increasing parking demand, and to support re-opening of local businesses, staff is recommending the following changes:

	Recommendation	Rationale
1	Effective June 1 <sup>st</sup> , 2020, vehicles utilizing on-street parking in the Downtown "Zone A" pay parking area and Rose/Abbott KGH frontages will again be required to make payment.	Downtown Zone A Occupancy Rates are in the 43-77% range and trending upward with weather related spikes. Rapid growth expected as businesses re-open. Rose Ave and Abbott St KGH frontages often at 100% occupancy.
2	Effective June 15 <sup>th</sup> , 2020, vehicles utilizing on-street pay parking in all other areas (Downtown Zones B & C and the South Pandosy Urban Centre) will again be required to make payment.	Downtown Zone B occupancy rates are in the 36-64% range and trending upward. South Pandosy on-street occupancy rates are in the 20-54% range and trending sharply upward. Continuous growth is expected as area businesses re-open.
3	Continue to support existing 5-minute temporary pickup/loading zones while restaurants and other businesses are reliant on the pickup/takeout operating model.	This initiative has been well received and successful in supporting businesses offering take out and pickup options.
4	Until August 31, 2020, offer the first 30 minutes of on-street parking each day, within the Downtown and South Pandosy on-street parking areas, at no-charge to all customers utilizing the PayByPhone system.	Encourage use of the mobile application to promote customer visits and reduce the amount of contact with hard surfaces on pay stations and parking meters.
5	Defer the 2020 CPI adjustment that is applied annually to all parking fees and charges on June 1 <sup>st</sup> , until June 2021.	Deferring this annual fee increase results in a 2020 "discount" to all parking rates and fees of approximately 2.28%.
6	In areas where seasonal parking rates apply, maintain off-season rates throughout the summer of 2020.	Staff anticipates lower demand this summer reducing the need for "high-season" rates. Maintaining off-season rates will result in a 15% (approx.) discount in the Downtown A & B Zones and over 50% at the Cook Rd boat launch.
7	Monthly permit customers not utilizing their pass due to self-isolation, quarantine or working remotely may continue to cancel their permit without providing 30-days' notice until June 30.	Staff are now receiving inquiries from new customers requesting monthly permits. Continuing to allow cancellation of unused monthly permits will increase opportunities for new customers to obtain permits.
8	Resume enforcement of time restricted parking zones and the 24-hour maximum time limit for all City streets, effective June 1 <sup>st</sup> , 2020.	Enforcement was relaxed to support residents required to self-isolate. As the situation normalizes, controls are needed to create residential short-term parking opportunities and prevent long-term on-street storage of vehicles.
9	Continue Council authorization for staff to make changes to parking restrictions and facility use as required, until the Provincial State of Emergency is rescinded.	Will continue to allow staff to respond to emerging issues and operational challenges in support of the pandemic response and recovery efforts.

**Conclusion:**

Similar measures have been/are being implemented by municipalities throughout North America, and staff believe these changes are in line with the current best practices articulated by the Provincial Government. Any changes approved by Council will be further reviewed as necessary.

Should Council endorse staff's recommendations, implementation would be effective on the dates indicated or as soon as required system changes can be made.

**Legal/Statutory Authority:**

BC Motor Vehicle Act, Section 124  
Traffic Bylaw No. 8120

**Financial/Budgetary Considerations:**

As Parking Services is a self-funded department with revenues supporting parking operations, maintenance and future infrastructure, any reduction in department revenues is offset by anticipated contributions to parking reserves and has no direct impact on taxation. 2020 budget adjustments for the reduction in revenue related to these recommendations are not necessary at this time as adjustments made to parking revenue budgets at final budget, combined with the staff recommendation to restore on-street parking rates beginning June 1, 2020 will offset the expected revenue reduction.

***Communications Comments***

Staff will coordinate with key stakeholders (including the Downtown Kelowna Association) to ensure the details of the recommended changes are appropriately communicated to the public.

**Considerations not applicable to this report:**

Internal Circulation  
Legal/Statutory Procedural Requirements  
Existing Policy  
External Agency/Public Comments

**Submitted by:** D. Duncan, Manager, Parking Services

**Approved for inclusion:** J. Säufferer, Department Manager, Real Estate

**Attachments:** 1. Attachment A – Letter from the Executive Director, Downtown Kelowna  
2. PowerPoint

**cc:** M. Antunes, Acting Manager, Financial Planning  
G. Foy, Manager, Transportation Engineering  
T. Wilson, Media Relations Manager  
D. Gazley, Manager, Bylaw Services  
L. Campbell, Supervisor, Traffic Operations & Technical Support  
A. Budde, Coordinator, Security and Business Continuity





# Update on Temporary Changes to Parking Operations

May 25, 2020

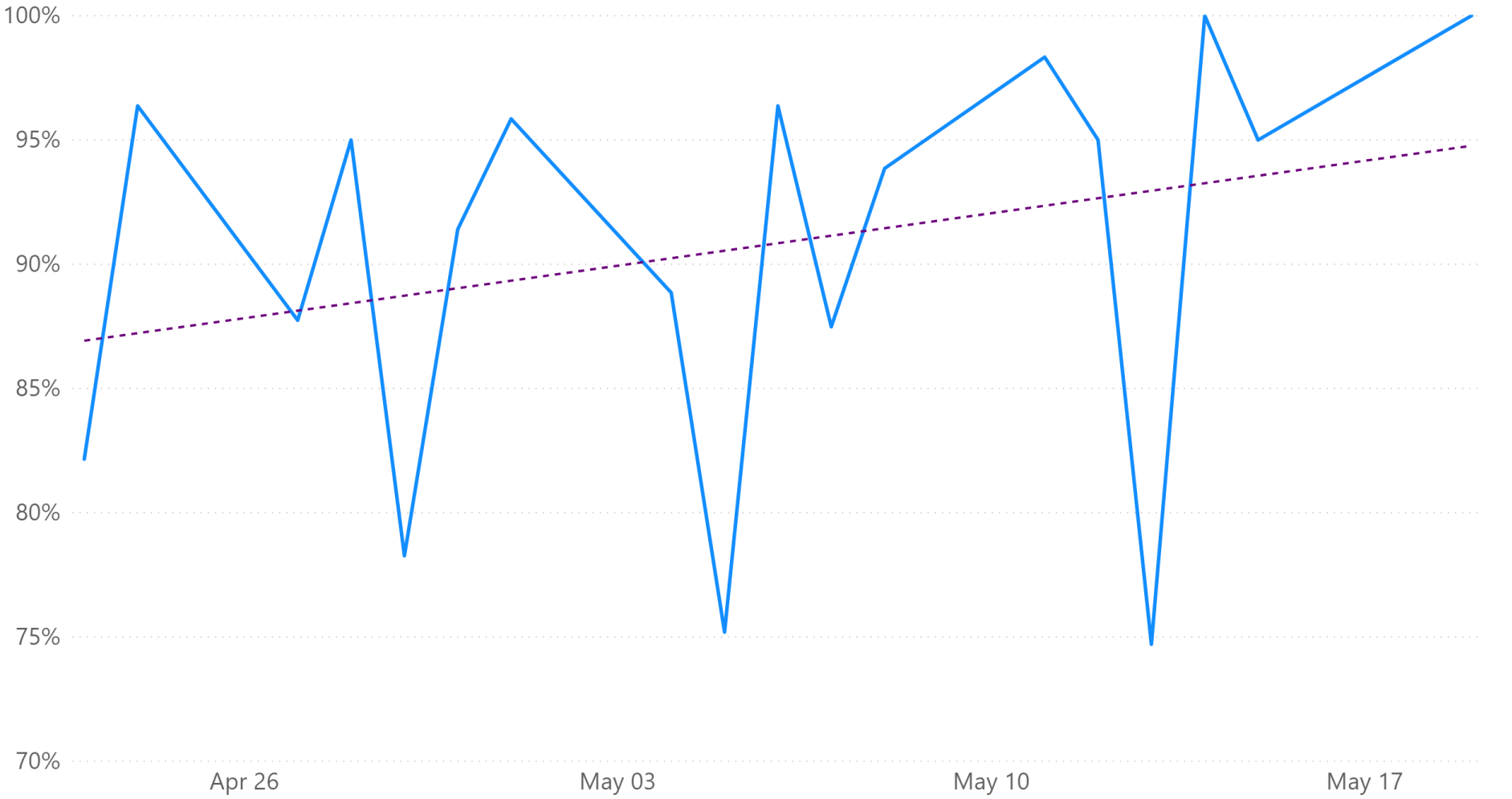


# Current Situation

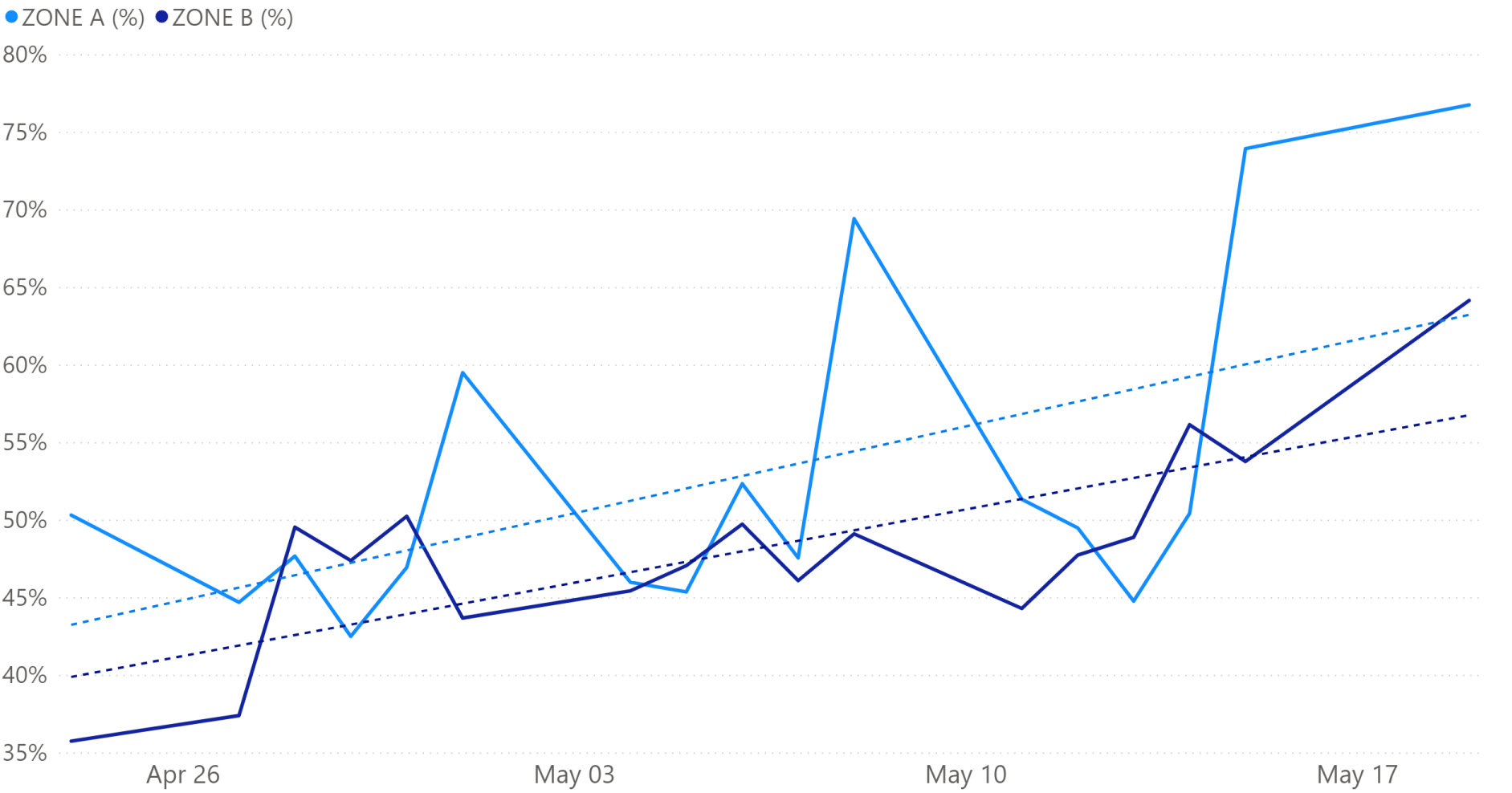
- ▶ On and off-street parking use continues to increase
- ▶ Busiest downtown blocks (Bernard Ave) now reaching 100% occupancy
- ▶ Pay parking and time restrictions are a tool used to regulate use of parking spaces

On-Street Parking Occupancy (As of May 19th)	
Downtown Area – Zone A	43-77%
Downtown Area – Zone B	36-64%
South Pandosy Area	20-54%

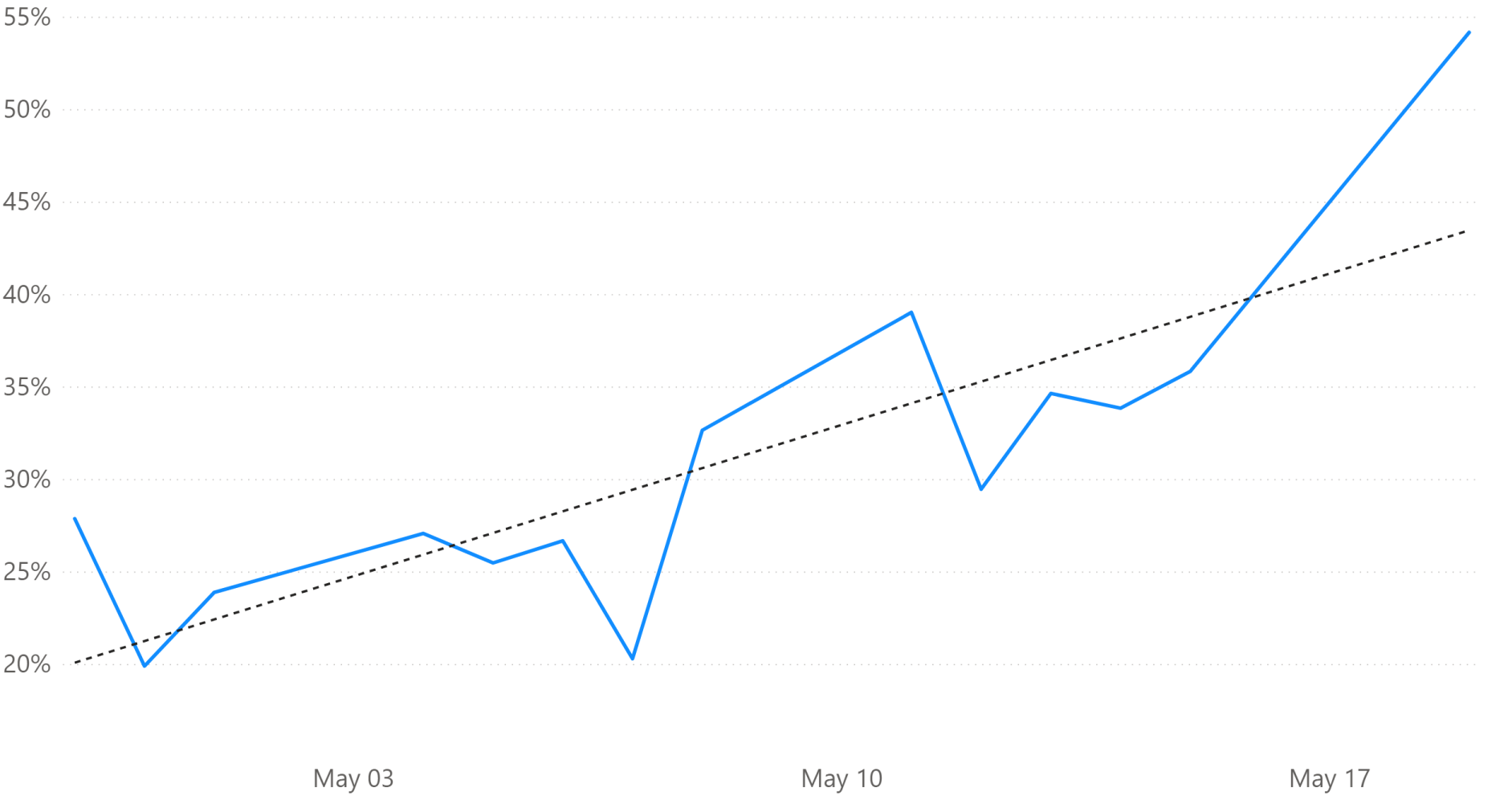
BERNARD AVE 200-400 (ZONE A) OCCUPANCY (%)



# DOWNTOWN ON-STREET PARKING OCCUPANCY



SOUTH PANDOSY ON-STREET PARKING OCCUPANCY





# Recommendations

- ▶ June 1, 2020:
  - ▶ Restore on-street pay parking within the Downtown "Zone A" area and Rose/Abbott St hospital frontages
  - ▶ Continue support for 5-minute temporary pick-up/loading zones
  - ▶ Maintain off-season parking rates through summer 2020  
(~15% discount in seasonal rate areas, >50% at Cook Rd Launch)
  - ▶ Defer 2020 CPI parking fee adjustment to until 2021 (~2.28% discount)
- ▶ June 15, 2020:
  - ▶ Restore on-street pay parking within the Downtown "Zone B & C" areas and the South Pandosy urban center
- ▶ Until August 31 – First 30 minutes of on-street parking no-charge in Downtown and South Pandosy business areas via PayByPhone

# Additional Measures

- ▶ Residential and Accessible Parking Permits that expired during the City Hall closure will continue to be honoured until City Hall reopens
- ▶ Resume enforcement of time restrictions and 24-hour parking maximum
- ▶ Monthly parking permit customers may continue to cancel without providing 30-days notice
- ▶ Continue additional cleaning of high contact surfaces in parkades and on parking meters/pay stations
- ▶ Encourage use of the mobile/virtual parking payment option, PayByPhone, to reduce contact with meters and pay stations



## *Questions?*

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

# DOWNTOWN KELOWNA

May 20, 2020

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

Dear Dave Duncan,

Thank you for listening to concerns regarding parking charges during the COVID-19 pandemic. Free parking in Downtown Kelowna for the last 2 months has been extremely helpful to our members. Also, the introduction of the temporary parking signage program for curbside pickup was welcomed and appreciated by all who continue to benefit from this initiative. The continuation of this program is important for Downtown businesses and welcomed.

The Downtown Kelowna Association realizes that free parking will come to an end and paid parking will be reinstated on June 1<sup>st</sup>. It is appreciated that this will only be in effect for Zone A while Zones B & C will remain free until June 15<sup>th</sup>. While we would like to see free parking continue for longer, I understand the challenges currently faced as Zone A parking, particularly along Bernard Avenue, is not seeing an acceptable turnover of parked vehicles during the day. This is not helpful to our businesses who rely on turnover to bring more customers to their business.

I am also incredibly pleased with the parking promotion that is being proposed. The idea of promoting the use of the Pay-By-Phone app to pay for parking during the current health crisis is perfect. The fact that users will get the first 30 minutes of parking at no charge will help this initiative greatly.

I am happy to support your proposed changes to parking in Downtown Kelowna.

Sincerely,



Mark Burley  
Executive Director, Downtown Kelowna Association

# CITY OF KELOWNA

## BYLAW NO. 12047

### Amendment No. 37 to Traffic Bylaw No. 8120

---

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

1. THAT **PART 1 – INTRODUCTIONS, 1.4 Definitions, 1.4.1 Definitions** be amended by:

- a) Deleting:

- “**Summer Season**” Parking means rates and restrictions that are applicable on any date/time between May 15<sup>th</sup> and September 15<sup>th</sup>

- and replacing it with:

- “**Summer Season**” Parking means rates and restrictions that are applicable on any date/time between May 15<sup>th</sup> and September 15<sup>th</sup>, except for the 2020 calendar year.

2. AND THAT **SCHEDULE “A” FEES, PART 4 – PARKING REGULATIONS Subsection 4.3.3 On-Street Pay Parking & Short Term Parking Lot** be amended by:

- a) Adding the following text below the rate table:

- “Between June 1, 2020 and August 31, 2020, the first 30 minutes of on-street pay parking in Zones A, B, C, D, E, F, each day will be provided at no charge to all users of the “**Virtual Parking Payment**” system.

3. AND THAT **SCHEDULE “A” FEES, PART 4 – PARKING REGULATIONS, subsection 4.7 Parking Fees and Charges – Annual CPI Adjustment** be amended by:

- a) Adding the following text:

- “The adjustment indicated for 2020 will be deferred to and combined with the adjustment determined for 2021 and applied on June 1, 2021.”

4. This bylaw may be cited for all purposes as “Bylaw No. 12047, being Amendment No. 37 to Traffic Bylaw No. 8120.”



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

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

Adopted by the Municipal Council of the City of Kelowna this

---

Mayor

---

City Clerk

# Report to Council



**Date:** May 25, 2020

**To:** Council

**From:** City Manager

**Subject:** Proposed Reporting Framework for Strategic Partnerships

**Department:** Partnerships & Investments – Business & Entrepreneurial Development

---

## **Recommendation:**

THAT Council receives, for information, the report of the Partnership Manager dated May 25, 2020 regarding a proposed reporting framework for the City's strategic partnerships.

## **Purpose:**

To share information with Council and receive feedback regarding a proposed reporting framework for the City's strategic partnerships.

## **Background:**

The City of Kelowna has working relationships with many organizations for the provision of important programs and services which align with corporate and community needs. These relationships span a spectrum of complexity and accountability, ranging from long-term strategic partnerships for operation of major facilities, to shorter-term transactional relationships for specific programs. Many relationships include annual funding from the City and responsibility for maintenance of City-owned sites and buildings.

In recognition of the value of these relationships, a framework for improved partnership reporting is proposed with the following objectives:

- enhanced awareness of the value and achievements of the City's community partners;
- effective and supportive liaison between the City and partners;
- more transparency regarding risk and responsibility for facility maintenance;
- through a cross-departmental team approach, improved information sharing and pro-active oversight of the City's partnership portfolio.

For the purposes of this report and a trial period, most of the relationships are related to the mandate of the Active Living & Culture Division. Other relationships can be brought into the framework at any time, through an assigned staff or department liaison.

**Discussion:**

**Internal stakeholders:** several departments are internal stakeholders for partnership reporting because they have an interest in partnership activity, value and accountability. These departments include Active Living & Culture, Building Services, Finance, Property Management, Parks & Building Planning and the Partnership Office.

**Partnership Categories:** the proposed reporting framework aims to establish a reporting format and frequency which is right-sized to the type of relationship and realistically achievable for both the City and the partner organization. Relationships have been assembled into three categories depending on the complexity and scale:

**Strategic Partnerships:** major facilities leased to external operators – 10 to 12 relationships  
Characteristics: significant community reach and impact, aligned with City objectives, facility maintenance obligations, City provides annual funding (most but not all relationships)

**Primary Facility Operators:** mostly sport and recreation facilities operated by non-profit organizations – 15 to 20 relationships

Characteristics: busy and important community amenities and programs, facility maintenance obligations, minimal funding from City

**Programs and Facility Users:** minor leases, licenses and concessions, programs and events – 20 to 25 relationships

Characteristics: minimal maintenance obligations, some funding from City

The framework establishes reporting objectives for all categories. Council will receive an annual consolidated report for the Strategic Partnerships category. Reports for other categories are assembled at the staff level and can be shared with Council and the community as appropriate. The number of relationships in categories may change from time to time based on staff's determination about whether an enhanced level of reporting is warranted.

**Process:** to the extent possible, the proposed reporting cycle is aligned with the City's annual budget cycle, with information being received in Q1, reviewed in Q2 and shared with Council in Q2 or Q3. Flexibility will be required to accommodate the varying fiscal reporting periods used by partner organizations.

**Reporting Content:** for Strategic Partnerships, annual reporting for Council is coordinated through the Partnership Office and will provide a comprehensive overview of major partnerships in a single report, highlighting:

- Partner organization health (financial, governance, planning)
- Asset management (facility repairs and maintenance, lifecycle planning, reserves, regulatory and safety compliance)
- Community impact (program delivery, facility usage, services)

Reporting for other categories is administered at the staff level, with adjusted content and frequency.

**Agreements:** most relationships encompassed within the proposed framework are governed by a written agreement. Reporting will be consistent with provisions in the agreement. Some agreements may not contain specific language about reporting requirements, and some partners may not be in a position to collect the type of data needed to support the City's reporting expectations. In this event,

staff liaisons will work with the partner to determine appropriate reporting consistent with the objectives of the proposed framework and the partner's capacity.

**Implementation:** implementation of the proposed framework will be phased and sensitive to the challenging environment arising from the COVID-19 pandemic. Implementation may be deferred to 2021 to accommodate the post-pandemic transition to resumption of business for partner organizations. Implementation also has implications for City departments, particularly Building Services and these will be analyzed as part of annual budget preparation and work planning.

**Conclusion:**

Partnerships with community organizations are an essential component of the City's provision of facilities, programs and services which support quality of life. The City's partners extend and leverage public resources and reach deeply into the community's fabric. Understanding the work of partners and pro-actively engaging with them is driven by consistent communication, clear expectations and trust, all supported by a reporting framework which respects the work of partner organizations and the role of the City as a steward of valuable public resources.

**Internal Circulation:**

Active Living & Culture  
Property Management  
Building Services  
Finance  
Parks & Building Planning  
Partnerships & Investments

**Considerations not applicable to this report:**

Legal/Statutory Authority  
Legal/Statutory Procedural Requirements  
Existing Policy  
Financial/Budgetary Considerations  
External Agency/Public Comments  
Communications Comments

**Submitted by:**

S. Kochan, Partnership Manager

**Approved for inclusion:** Derek Edstrom, Division Director, Partnerships & Investments

**Supporting documents:** PowerPoint presentation

**cc:**

J Adamson, Property Management Manager  
A. Johnson, Building Services Manager  
J. Dueck, Finance  
R. Parlane, Parks & Building Planning Manager  
Active Living & Culture Division Director and Managers



# Partnership Reporting Framework

May 25, 2020



# Overview

Connections



Rationale

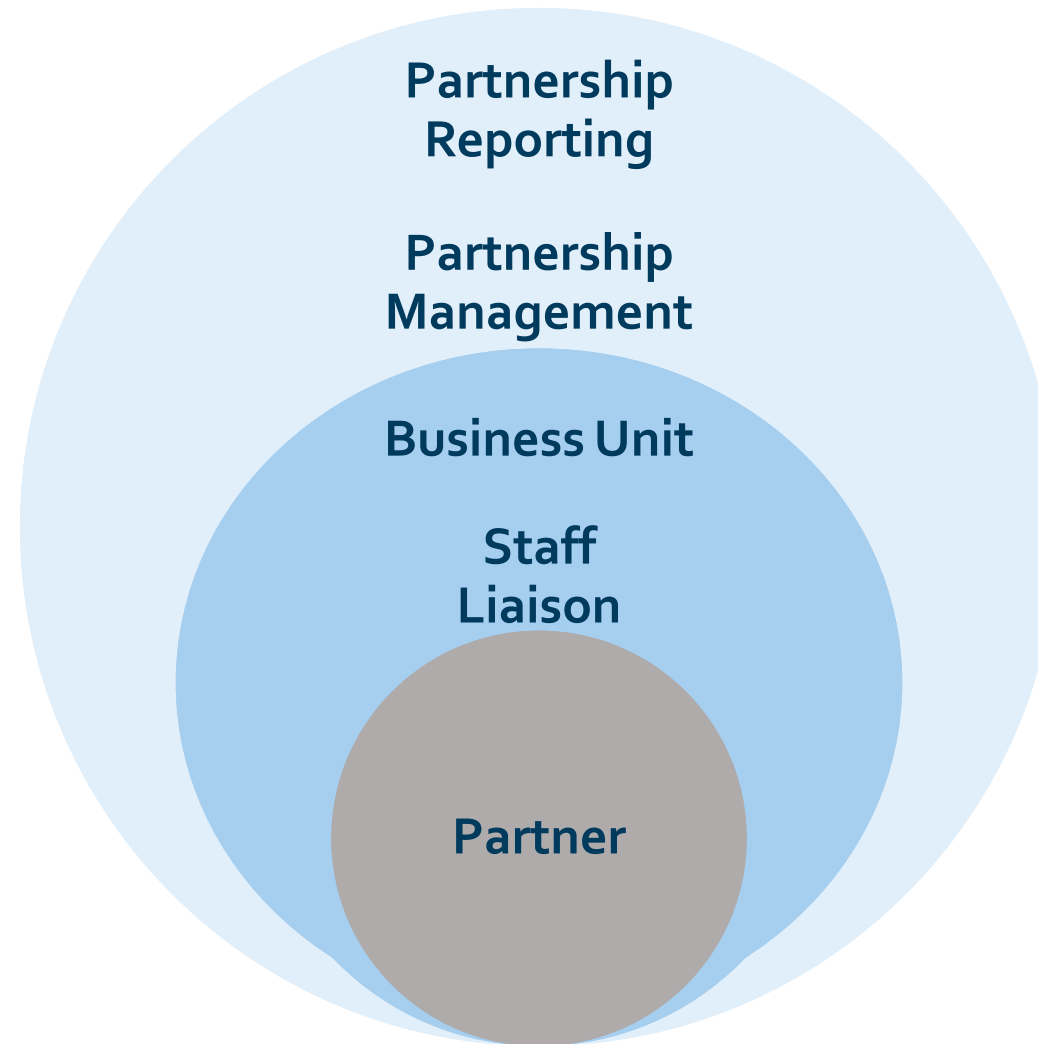


Proposed Categories



Reporting objectives and  
process by category

# Partnership Relationships



# Internal Stakeholders- Partnership Oversight



Improve +  
Clarify

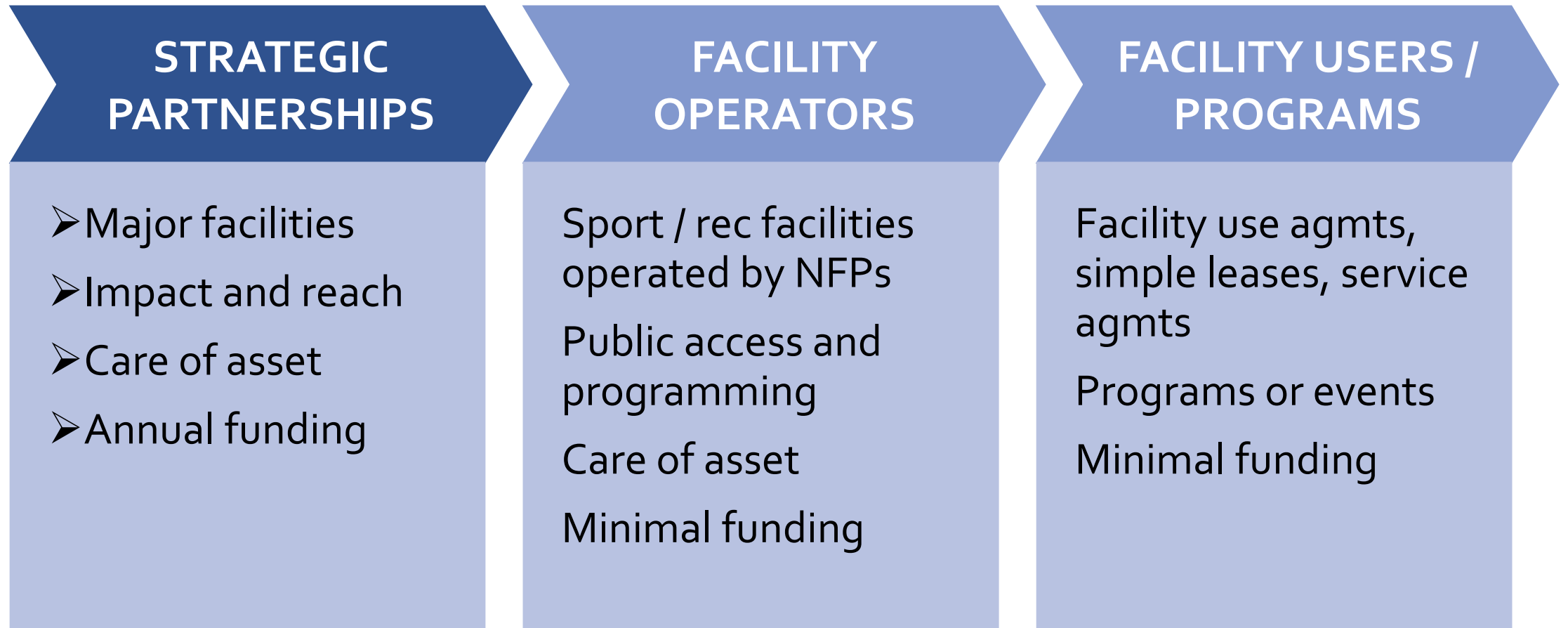
Internal +  
External

Roles

Systems

Oversight

# Proposed Reporting Framework – Categories





# STRATEGIC PARTNERSHIPS

Annual  
Reporting

Objectives



## Organization health

- ✓ Financial
- ✓ Governance
- ✓ Planning & Alignment

## Asset Management

- ✓ Repairs / Maintenance
- ✓ Lifecycle Planning
- ✓ Reserves
- ✓ Regulatory & Safety Compliance

## Community Impact

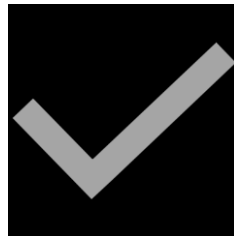
- ✓ Program Delivery
- ✓ Facility Usage
- ✓ Services

# Strategic Partnerships – Proposed Process



## Intake Q1

Report submitted by partner  
Facility inspection & report  
Reports circulated internally



## Review Q2

Multi-dept roundtable review  
Prepare dashboards  
Identify follow up



## Report Q2/Q3

Partnership Manager report to  
Council  
Staff liaisons review follow up with  
partners  
Documentation maintained by  
Partnership Office



# FACILITY OPERATORS

## Annual Reporting

## Objectives



## Organization health

- ✓ Financially sustainable
- ✓ Governance

## Asset Management

- ✓ Repairs / Maintenance
- ✓ Lifecycle Planning
- ✓ Reserves
- ✓ Regulatory & Safety Compliance

## Community Impact

- ✓ Facility Usage
- ✓ Services

# FACILITY USERS / PROGRAMS

## Periodic Review

## Objectives



## Organization health

- ✓ Financially sustainable
- ✓ Governance

## Asset Management

- ✓ Repairs / Maintenance
- ✓ Regulatory & Safety Compliance

## Community Impact

- ✓ Program Delivery
- ✓ Facility Usage



# SUMMARY

---

Strategic Partnerships - comprehensive annual report for Council

---

Partnership health, activity and impact and comment on asset management

---

Annual reporting cycle informs budget preparation

---

Staff coordinate internal reporting in other categories

---

Very few organizations report directly to Council



# Additional Options



Workshops



Handbooks



Videos



Events



*Questions?*

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

# Report to Council



**Date:** May 25, 2020

**To:** Council

**From:** City Manager

**Subject:** Non-Market Land Lease Agreement – 1055 and 1063 Ellis Street

**Department:** Real Estate

---

## Recommendation:

THAT Council approves the proposed non-market lease of city-owned property located at 1055 and 1063 Ellis Street with BC Housing, as per the general terms and conditions outlined in the attached Non-Market Land Lease Agreement and attached to the Report of the Manager, Real Estate Services, dated May 25, 2020;

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

## Purpose:

To provide a 10-year non-market land lease of City-owned property located at 1055 and 1603 Ellis Street in order to facilitate the construction of a 38-unit temporary supportive housing building in partnership with BC Housing and the Canadian Mental Health Association.

## Background:

Staff have successfully negotiated a 10-year Non-Market Land Lease Agreement with BC Housing for the city-owned property at 1055-1063 Ellis Street. The 0.35-acre site will be improved with a three-story modular apartment building providing up to 38 self-contained studio units with private washrooms, showers and mini kitchens. The building will also include a commercial kitchen, dining and lounge areas, storage and amenity space, laundry and a medical examination room. On-site housing supports will be delivered in conjunction with the Canadian Mental Health Association, as facility operator.

Details of the lease are summarized below:

Lease Details	
Site	1055 & 1063 Ellis Street
Description	Vacant +/- 0.35-acre I4 zoned parcel
Term	10 years (commences after building construction is complete and provides for 180 a day period to remove the building thereafter)
Renewal Consideration	None
Rent	\$1.00
Housing Units	38
Proposed Operator	Canadian Mental Health Association

Key milestones associated with this project are provided below:

Date	Event/Activity
Monday May 25	Final council approval of 10-year land lease
Late May	Onsite signage (to be provided by BC Housing)
June	Onsite preparation and works begin
Summer 2020	Stakeholder follow-up as needed (by BC Housing)
Summer 2020	Neighborhood Information Session
Summer 2020	CAC convening
Fall 2020	Opening of facility

*Community Engagement:*

BC Housing will be the primary contact for public feedback and engagement with respect to this project. The organization is committed to making traditional public information available (such as on-site signage) and hosting a 'Let's Talk' engagement project page on their website that will allow for public questions and answers to be submitted and posted.

To minimize the impact of this project on the neighboring community, a Community Advisory Committee (CAC), will be convened to collaboratively address concerns and issues that are raised by area businesses and residents.

**Internal Circulation:**

Community Safety  
Communications  
Development Planning  
Policy & Planning  
Social Development  
Risk Management  
Financial Services

**Considerations not applicable to this report:**

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

**Submitted by:** M. Olson, Manager, Real Estate Services

**Approved for inclusion:** J. Säufferer, Department Manager, Real Estate

Attachments: Schedule A – Non-Market Land Lease  
Schedule B - PowerPoint Presentation

cc: S. Wheeler, Manager, Social Development  
M. Antunes, Acting Financial Planning Manager

**LAND TITLE ACT**  
**FORM C (Section 233) CHARGE**  
**GENERAL INSTRUMENT - PART 1 Province of British Columbia**

PAGE 1 OF 41 PAGES

Your electronic signature is a representation that you are a designate authorized to certify this document under section 168.4 of the *Land Title Act*, RSBC 1996 c.250, that you certify this document under section 168.41(4) of the act, and that an execution copy, or a true copy of that execution copy, is in your possession.

1. APPLICATION: (Name, address, phone number of applicant, applicant's solicitor or agent)

CASEY SMITH

SINGLETON URQUHART REYNOLDS VOGEL LLP

1200 - 925 WEST GEORGIA STREET

VANCOUVER

BC V6C 3L2

604.673.7474

File No.: 25000.689 (1055/1063 Ellis St)

Deduct LTSA Fees? Yes ☒

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:  
 [PID] [LEGAL DESCRIPTION]

**SEE SCHEDULE**

STC? YES ☐

- | 3. NATURE OF INTEREST | CHARGE NO. | ADDITIONAL INFORMATION |
|-----------------------|------------|------------------------|
| Lease                 |            |                        |

4. TERMS: Part 2 of this instrument consists of (select one only)

(a) ☐ Filed Standard Charge Terms D.F. No.

(b) ☒ Express Charge Terms Annexed as Part 2

A selection of (a) includes any additional or modified terms referred to in Item 7 or in a schedule annexed to this instrument.

5. TRANSFEROR(S):

**CITY OF KELOWNA**

6. TRANSFEREE(S): (including postal address(es) and postal code(s))

**PROVINCIAL RENTAL HOUSING CORPORATION**

1701 - 4555 KINGSWAY

BURNABY

V5H 4V8

BRITISH COLUMBIA

CANADA

Incorporation No

BC0052129

7. ADDITIONAL OR MODIFIED TERMS:  
 N/A

8. EXECUTION(S): This instrument creates, assigns, modifies, enlarges, discharges or governs the priority of the interest(s) described in Item 3 and the Transferor(s) and every other signatory agree to be bound by this instrument, and acknowledge(s) receipt of a true copy of the filed standard charge terms, if any.

Officer Signature(s)

Execution Date

Y	M	D

Transferor(s) Signature(s)

CITY OF KELOWNA by its  
 authorized signatory(ies):

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

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

**OFFICER CERTIFICATION:**

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution of this instrument.




**LAND TITLE ACT  
FORM D**

**EXECUTIONS CONTINUED**

PAGE 2 of 41 PAGES

Officer Signature(s)

  
 CHARLOTTE K. WONG  
*Barrister & Solicitor*  
 2110 Burquitlam Drive  
 Vancouver, BC V5P 2P1

**(AS TO BOTH SIGNATURES)**

**Execution Date**

Y	M	D
20	05	20

Transferor / Borrower / Party Signature(s)

PROVINCIAL RENTAL HOUSING  
 CORPORATION by its authorized  
 signatory(ies):

  
 Name: **Angela Cooke**

  
 Name: **Sara Goldvine**

**OFFICER CERTIFICATION:**

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution of this instrument.

LAND TITLE ACT  
FORM E

## SCHEDULE

PAGE 3 OF 41 PAGES

- 
2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:  
[PID] [LEGAL DESCRIPTION]

**003-853-195 LOT 8 DISTRICT LOT 139 OSOYOOS DIVISION YALE DISTRICT PLAN 6753**

STC? YES ☐

- 
2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:  
[PID] [LEGAL DESCRIPTION]

**003-853-209 LOT 9 DISTRICT LOT 139 OSOYOOS DIVISION YALE DISTRICT PLAN 6753**

STC? YES ☐

- 
2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:  
[PID] [LEGAL DESCRIPTION]

STC? YES ☐

## TERMS OF INSTRUMENT - PART 2

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WHEREAS:

- A. The Lessee wishes to provide housing for persons with special housing requirements and/or limited income and agrees to lease the Lands for this purpose.
- B. The Commission, a representative of the Province, has agreed to provide financial assistance for the construction and operating costs of the Building and the programs to be offered to the residents of the Building.
- C. The Lessor is the owner of the Lands and has agreed to lease to the Lessee the Lands for the Term upon the terms, conditions and provisos herein so that the Lessee may renovate or construct the Building and otherwise use, occupy and enjoy the Lands.

WITNESS that in consideration of the rents reserved and the covenants and agreements set forth below, the parties agree as follows:

THE LESSOR HEREBY DEMISES AND LEASES UNTO THE LESSEE AND THE LESSEE DOES HEREBY TAKE AND RENT THE LANDS, TO HAVE AND TO HOLD THE LANDS UNTO THE LESSEE FOR AND DURING THE TERM AS HEREIN PROVIDED.

IN CONSIDERATION OF THE SUM OF TEN DOLLARS (\$10.00) AND OTHER GOOD AND VALUABLE CONSIDERATION PAID AND PROVIDED BY THE COMMISSION TO BOTH THE LESSOR AND THE LESSEE, BOTH THE LESSOR AND THE LESSEE COVENANT AND AGREE WITH THE COMMISSION THAT THE COMMISSION WILL HOLD AND ENJOY THE RIGHTS, BENEFITS, PRIVILEGES, AUTHORITY AND DISCRETIONS GRANTED TO THE COMMISSION IN THIS LEASE.

ARTICLE 1  
DEFINITIONS AND INTERPRETATION

- 1.1 Capitalized terms used in this Lease have the meanings specified in this section 1.1, unless otherwise provided in this Lease:
- (a) "Additional Rent" means all sums, costs, expenses and other amounts, if any, payable by the Lessee to the Lessor pursuant to this Lease, including, without limitation, Realty Taxes, payments in lieu of Realty Taxes, Utilities and all sums payable by way of indemnity under this Lease, but excluding Basic Rent;
  - (b) "Alterations" means all alterations, changes, replacements, substitutes, additions and improvements to the Building;
  - (c) "Approved Lender" means any Mortgagee approved by Canada Mortgage and Housing Corporation for the purpose of making loans under the *National Housing Act* (Canada);
  - (d) "Architect" means the architect qualified as such pursuant to the laws of the province of British Columbia who is supervising the design, construction, repair, renovation and/or reconstruction of the Building;
  - (e) "Basic Rent" means ten dollars (\$10);
  - (f) "Building" means the building(s) and all other structures to be constructed on the Lands, together with all Alterations or repairs thereto and all improvements from time to time constructed upon or affixed or appurtenant to the Lands;

- (g) "City" means the municipality and corporation of the City of Kelowna;
- (h) "Commencement of Construction" means the date when the Lessee's contractor commences any work on the Lands related to construction of the Building;
- (i) "Commission" means British Columbia Housing Management Commission or its successors in function;
- (j) "Corporation" means Canada Mortgage and Housing Corporation or its successors in function, or the Commission;
- (k) "Eligible Occupant" means a person who, during the time that such person is a tenant in the Building, meets the criteria prescribed in an Operator Agreement or prescribed in a separate document provided by the Commission and delivered to the Lessee from time to time;
- (l) "General Instrument" means the Form C - *Land Title (Transfer Forms) Regulation* pursuant to the *Land Title Act* (British Columbia), and all schedules and addenda to the Form C;
- (m) "Insured Loan" means a loan in respect of which an insurance policy has been issued under the *National Housing Act* (Canada) and is in force;
- (n) "Interest Adjustment Date" means the date from which the principal amount of the Insured Loan together with interest thereon becomes payable by regular instalments;
- (o) "Lands" means all of the Lessor's interest in the land described in the General Instrument, including every incidental right, benefit or privilege attaching to that land or running with it;
- (p) "Lease" means this Lease;
- (q) "Lease Commencement Date" means the date this Lease is registered at the Kamloops Land Title Office;
- (r) "Lessee" means Provincial Rental Housing Corporation;
- (s) "Lessor" means the City of Kelowna;
- (t) "Losses" means liabilities, actions, judgments, claims, losses, damages, fines, penalties, expenses, professional and other fees and disbursements, and costs;
- (u) "Mortgage" means a registered mortgage or registered mortgages granted by the Lessee in accordance with section 16.1 upon or in respect of the interest of the Lessee in the Lands and the Building or any part thereof and includes any deed of trust and mortgage to secure any bonds or debentures issued thereunder;
- (v) "Mortgagee" means a mortgagee or mortgagees under a Mortgage and includes any trustee for bondholders or debenture holders under a deed of trust and mortgage to secure any bonds or debentures issued thereunder;

- (w) "Operator" means a non-profit organization with which the Commission has entered into an Operator Agreement;
- (x) "Operator Agreement" means an agreement or agreements entered into or to be entered into between the Commission and an Operator that relates to the management of the Building and the support services to be provided to the Eligible Occupants;
- (y) "Permitted Encumbrances" means the charges and encumbrances, if any, registered on title on the Lease Commencement Date and any other charges specifically approved in writing by both the Commission and the Lessor;
- (z) "Personnel" of a party means, as applicable, the elected officials and directors, officers, employees, servants and agents of that party;
- (aa) "Province" means Her Majesty the Queen in Right of the Province of British Columbia;
- (bb) "PRHC" means the Provincial Rental Housing Corporation;
- (cc) "Prime Rate" means the floating annual percentage rate of interest established from time to time by the main branch of the Bank of Montreal located in Vancouver, British Columbia, or its successor, as the base rate that will be used to determine rates of interest charged by it for Canadian dollar loans to customers in Canada and designated by the Bank of Montreal as its "prime rate";
- (dd) "Realty Taxes" means all assessments for taxes, rates, duties (including school taxes, local improvement rates and other charges levied pursuant to the *Hospital District Finance Act* (British Columbia), the *Municipal Finance Authority Act* (British Columbia) or otherwise and all other charges for services used in or supplied to the Lands and the Building (including penalties and interest) that now are or will or may be levied, rated, charged or assessed against the Lands, the Building, and all other structures, machinery, equipment, facilities and other property of any nature whatsoever located thereon or therein, charged by any municipal, parliamentary, legislative, regional, school or other authority;
- (ee) "Review Date" means the date on which the constitution and bylaws of the Lessee are approved in writing by the Commission;
- (ff) "Term" means a term commencing on the Lease Commencement Date and ending ten (10) years following the date of substantial completion pursuant to section 4.2;
- (gg) "Trustee" means a trust company duly authorized to carry on business in the Province of British Columbia and appointed by the Corporation, or the Lessor if the Corporation has no interest in the Lands and the Building, for the purposes of Article 9 of this Lease; and
- (hh) "Utilities" means all charges, rates and levies on account of utilities, including for heat, electricity, gas, telephone, television, internet and other costs and expenses of a similar nature, and, if not included in Realty Taxes, for water and garbage collection.



- 1.2 Any reference in this Lease to legislation will be deemed to include all regulations thereto, all amendments and re-enactments thereof and all successor legislation.

## ARTICLE 2 PAYMENT OF RENT

### 2.1 Basic Rent

The Lessee covenants and agrees with the Lessor to pay to the Lessor as rent the Basic Rent for the Term on the Lease Commencement Date.

### 2.2 Net Lease

All Basic Rent and Additional Rent required to be paid by the Lessee hereunder will be paid at such location as the Lessor may stipulate from time to time without any deduction, abatement or set-off whatsoever, it being the intention of this Lease that:

- (a) all expenses, costs, payments and outgoings incurred in respect of the Lands, the Building and any other improvements on the Lands or for any other matter or thing affecting the Lands, will, unless otherwise expressly stipulated herein to the contrary, be borne by the Lessee; and
- (b) the Basic Rent and Additional Rent payable under this Lease will be absolutely net to the Lessor and free of all abatements, set-off or deduction of any costs, payments and outgoing of every nature arising from or related to the Lands, the Building, or any other improvements on the Lands, and the Lessee will pay or cause to be paid all such costs, payments and outgoings.

### 2.3 Interest on Amounts in Arrears

When the Basic Rent, Additional Rent or any other amount payable hereunder by the Lessee to the Lessor is in arrears, such amount will bear interest at the Prime Rate plus three percent (3%) per annum, calculated and compounded monthly not in advance, from the date due until paid. Notwithstanding the foregoing, this section will not apply to defaults under sections 3.1 and 3.2.

### 2.4. Application of Section 2.3

Section 2.3 will apply only if the Commission is no longer obliged to provide operating assistance to the Building under the terms of the subsidy commitment contained in the Operator Agreement.

## ARTICLE 3 PAYMENT OF TAXES

### 3.1 Payment of Realty Taxes if Lands Not Exempt

Save as otherwise provided in section 3.2, the Lessee will, during the Term, no later than the day immediately preceding the date or dates on which the Realty Taxes become due and payable, pay and discharge or cause to be paid and discharged the Realty Taxes and, if requested by the Lessor, will deliver to the Lessor for inspection receipts for payments of the Realty Taxes within fourteen (14) days of such payment. Not later than thirty (30) days following receipt of any tax assessment or notice the Lessor will deliver a copy of such assessment or notice to the Lessee.

3.2 Payment in Lieu of Realty Taxes if Lands Exempt

The Lessee covenants and agrees with the Lessor that if during the Term all or any part of the Lands, Building, structures, machinery, equipment and facilities thereon and therein and any other property of any nature whatsoever thereon and therein are exempt from Realty Taxes in whole or in part, then the Lessee will, in each and every year during the Term that such exemption occurs, pay to the Lessor as Additional Rent, at the same time as Realty Taxes would be payable if such exemption were not available, an amount equal to the amount that would be payable as Realty Taxes if such exemption were not available.

3.3 Right to Appeal Assessment

The Lessee will have the right from time to time to appeal, in its own or the Lessor's name, any assessment of the Lands or Building or any Realty Taxes referred to in sections 3.1 and 3.2, provided that such appeal will be at the sole expense of the Lessee.

3.4 Business Tax and License Fees

The Lessee covenants with the Lessor to pay or cause to be paid during the Term when due every tax and permit and license fee (including penalties and interest) in respect of any and every business carried on, in or upon the Lands or Building or in respect of the use or occupancy of the Lands or Building by the Lessee (and any and every sublessee, permittee and licensee), other than such taxes as corporate income, profits or excess profit taxes assessed upon the income of the Lessee (or such sublessee, permittee and licensee), whether such taxes or permit and license fees are charged by any municipal, parliamentary, legislative, regional or other authority.

3.5 Other Taxes

The Lessee will pay when due all goods and services taxes, value-added taxes, sales taxes and consumption based taxes, rates, levies and assessments, including penalties and interest, that are from time to time payable by the Lessee as a result of its rights and obligations contained in this Lease, including but without derogating from the generality of the foregoing, such taxes, rates, levies and assessments payable as a result of any payment obligations herein of the Lessee to the Lessor.

3.6 Pro-rating Obligations

In the first and last years of the Term, the Lessee's obligations under sections 3.1 and 3.2 will be pro-rated according to the portion of the year included in the Term, such pro-rating to be on a per diem basis.

3.7 Application of Sections 3.1 and 3.2

Provided that the Lessee applies annually and qualifies for Permissive Tax Grant under the City of Kelowna's established Permissive Tax Grant process, sections 3.1 and 3.2 will not apply during such time as the Lands are used or are intended to be used to house Eligible Occupants.

## ARTICLE 4 CONSTRUCTION OF BUILDING

### 4.1 Lessee to Construct Building

The Lessee will construct the Building, together with other facilities ancillary thereto and connected therewith, on the Lands in substantial accordance with the drawings, specifications (including materials to be used), elevations, location on the Lands and exterior decoration and design and all other documents and information upon which the issuance of the building permits by the City are based and that have been approved by the Lessor and the Commission. No changes will be made to such drawings, specifications, elevations, location, exterior decoration and design, other documents or information, or to the requirements of such building permits without the approval of the Lessor and the Commission, provided that the Commission may approve minor changes allowed by the building permit(s) for the Building without the approval of the Lessor.

### 4.2 Substantial Completion of Building

For the purposes of this Article 4, the Building will be deemed to have been substantially completed when the Architect has certified to, or otherwise satisfied, the Lessor and the Commission that, with respect to the Building:

- (a) all work of a structural nature has been properly completed;
- (b) all building equipment and services, including elevators (if any), heating systems and air-conditioning systems (if any), and utilities have been completed, are operating properly and are available for use by tenants of the Lessee, and all lobbies, stairwells and other areas intended for the common use of tenants of the Lessee are completed except for work of a superficial nature, which is both minor in character and of a type that, owing to the likelihood of damage, may reasonably be deferred until the Building is partially or substantially occupied by tenants of the Lessee;
- (c) all building bylaws and regulations of the City have been complied with by the Lessee;
- (d) all rentable space is completed for occupancy except for work of a superficial nature that is dependent upon unascertained requirements of individual tenants of the Lessee, and work that is reasonably and customarily performed by tenants of the Lessee;
- (e) all areas are clean and all surplus building material and rubbish have been removed;
- (f) the Building is in a condition in which it can be occupied by tenants of the Lessee, and any work that is still unfinished can be completed promptly and is work the incompleteness of which will not be objectionable to a tenant of the Lessee acting reasonably;
- (g) the Building has been constructed in all respects in a good and workmanlike manner and in accordance with the drawings and specifications, location on the Lands and the exterior decoration and design approved in writing by the Lessor, and in compliance with all building permits issued by the City; and

- (h) a certificate of completion has been issued in respect of the Building pursuant to the *Builders Lien Act* (British Columbia).

#### 4.3 Termination of Lease on Failure to Construct

Subject to sections 4.7 and 18.2 and ARTICLE 23, if Commencement of Construction has not taken place within one hundred and eighty (180) days of the Lease Commencement Date, or if construction of the Building is not substantially completed in accordance with the requirements of section 4.1 within one hundred and eighty (180) days after the second anniversary of the Lease Commencement Date, the Lessor will have the option at any time thereafter to terminate this Lease, and in such event this Lease will terminate and be of no further force or effect and without any reimbursement or compensation to the Lessee, unless the Lessor consents in writing to extend the deadline for Commencement of Construction, such consent not to be unreasonably withheld.

#### 4.4 Occupancy Prior to Lease Commencement Date

If the Lessee, with the consent of the Lessor, uses or occupies the Lands during any period prior to the Lease Commencement Date, the Lessee shall comply with all of its obligations under this Lease during such period which are consistent with a licence to occupy the Lands other than obligations with respect to the payment of Rent.

#### 4.5 Landscaping

Within one hundred and eighty (180) days of substantial completion of the Building, the Lessee will landscape the Lands and thereafter maintain the landscaping in accordance with landscaping plans that have been approved by the Commission.

#### 4.6 Alterations After Substantial Completion

After substantial completion of the Building, the Lessee will not make or permit to be made any Alterations affecting the structure of the Building or the exterior appearance of the Building without the written approval of the Lessor and the Commission, which approval the Lessor and the Commission will not unreasonably withhold. No Alterations involving an estimated cost of more than Three Hundred Thousand Dollars (\$300,000.00) (in 2020 dollars) will be undertaken until the Lessee has submitted or caused to be submitted to the Lessor and the Commission such drawings, specifications (including the materials to be used), elevations (where applicable), locations (where applicable), exterior decoration and design and such other documentation and information as the Lessor and the Commission may request in connection with the proposed Alterations, and until all of the same have been approved in writing by the Lessor and the Commission, which approval the Lessor and the Commission will not unreasonably withhold. The Lessee covenants and agrees with the Lessor and the Commission that, subject to section 4.7, all Alterations undertaken by or for the Lessee once begun will be prosecuted with due diligence to completion.

#### 4.7 Unavoidable Delays

If, by reason of strike, lock-out or other labour dispute, material or labour shortage not within the control of the Lessee, fire, explosion, flood, wind, water, earthquake, act of God or other similar circumstances beyond the reasonable control of the Lessee and not avoidable by the exercise of reasonable effort or foresight by the Lessee, the Lessee is, in good faith and without default or neglect on its part, prevented or

delayed in achieving Commencement of Construction or substantial completion of the Building in accordance with section 4.2 or the repair of the Building or any part or parts of the Building which under the terms of this Lease the Lessee is required to do by a specified date or within a specified time, the date or period of time within which such work was to have been completed will be extended by the Lessor by a reasonable period of time at least equal to that of such prevention or delay, and the Lessee will not be deemed to be in default if it performs and completes the work in the manner required by the terms of this Lease within such extended period of time or within such further extended period of time as may be agreed upon from time to time between the Lessor, the Lessee and the Commission.

## ARTICLE 5 BUILDERS LIENS

### 5.1 Builders Liens

In connection with all labour performed on or materials supplied to the Lands, including but not limited to the construction of the Building, the Lessee will comply with, and will cause any contractor hired by it to comply with, the provisions of the *Builders Lien Act* (British Columbia), and with all other statutes applicable in connection therewith and in force from time to time, including any provision or statute requiring or permitting the retention of portions of any sums payable by way of holdbacks.

### 5.2 Discharge of Builders Liens

If and whenever any builders lien, or other lien or claim arises or is filed against the Lessor's interest in the Lands in connection with work, labour, services or materials supplied to or for the Lessee or for the cost of which the Lessee may in any way be liable, the Lessee will, within fifteen (15) days after receipt of notice of such lien or claim, procure the discharge thereof, and the discharge of any certificate of pending litigation registered in respect of any such lien or claim, by payment or giving security or in such other manner as may be required or permitted by law; provided, however, that in the event of a bona fide dispute by the Lessee of the validity or correctness of any claim for any such lien, the Lessee will not be bound by the foregoing, but will be entitled to defend against the same in any proceedings brought in respect thereof after first paying into a court of competent jurisdiction the amount claimed or sufficient security therefor, and such costs as the court may direct. The Lessor may pay and discharge any lien claim if, in its reasonable judgement, the Lands or the Lessor's interest in the Lands becomes liable to forfeiture or sale, or is otherwise in jeopardy. The Lessee will reimburse to the Lessor any amount paid by the Lessor in discharging a lien claim and the Lessor's reasonable expenses in connection therewith.

### 5.3 Notice by Lessor

Pursuant to section 3(2) of the *Builders Lien Act*, the Lessor may file in the Land Title Office notice of its fee simple interest in the Lands and for all purposes of this Lease the construction of the Building by the Lessee will be deemed not to be done at the request of the Lessor.



ARTICLE 6  
RESTRICTIONS ON OPERATIONS AND USE

6.1 Use

Unless otherwise agreed to in writing by the Lessor and the Commission, the Lessee covenants and agrees with the Lessor and the Commission that neither the Lands nor Building nor any part of the Lands or Building will be used for any purpose except that of housing Eligible Occupants, subject always to the laws, bylaws, regulations and permits governing the use of the Lands and Building from time to time. Neither the Lands nor Building nor any part of the Lands or Building will be used for business, trade or manufacture without the written approval of the Lessor and the Commission, which approval the Lessor and the Commission may arbitrarily withhold.

6.2 No Nuisance

The Lessee will not carry on, or suffer or permit to be carried on, upon the Lands anything which would constitute a nuisance to the Lessor or to any neighbouring properties or their owners or occupants provided, however, the occupation of the Lands and Building by Eligible Occupants in accordance with the terms of this Lease shall not constitute a nuisance.

6.3 No Subdivision

The Lessee covenants that it will not subdivide the Lands or the Building pursuant to the *Strata Property Act* (British Columbia).

6.4 Constitution

The Lessee agrees that without the prior written consent of the Commission, it will not amend or permit its constitution to be amended or varied in any way from the constitution filed in the British Columbia Corporate Registry as of the Review Date. If the Review Date is not established by the Commission, the Lease Commencement Date will be deemed to be the Review Date.

6.5 Restriction on Contracting

The Lessee covenants that:

- (a) it will not pay directly or indirectly to any of its directors or their relatives by blood or marriage (including common-law marriage) any money obtained from the operation of the Lands or the Building, or from the operation of other premises leased from the Lessor, or otherwise received from the Lessor, the Commission or the Province, without the express written consent of the Lessor, the Commission and/or the Province, as the case may be;
- (b) it will not, by contract or otherwise, pay to any of its former directors or their relatives by blood or marriage (including common-law marriage), pursuant to any contract or arrangement made when the former director was a director of the Lessee, money obtained from the operation of the Lands or the Building, or from the operation of other premises leased from the Lessor, or otherwise received from the Lessor, the Commission or the Province, without the express written consent of the Lessor, the Commission and/or the Province, as the case may be;

- (c) subject to sub-paragraphs (a) and (b), the Lessee may enter into bona fide arm's length contracts with occupants of the Building for the provision of services in furtherance of the good management of the Lands and the Building; and
- (d) notwithstanding the foregoing, the Lessee may reimburse its directors or occupants of the Building for out-of-pocket expenses incurred for the proper management of the Lands or the Building but only upon the proof of such expenditure by the production of bona fide receipts.

The Lessor may not terminate this Lease on account of a breach of this section 6.5 but such directors will forthwith and forever be disqualified from such directorship.

#### 6.6 Permitted Encumbrances

During the Term, the Lessee, at its expense, will perform and observe all of the obligations of the Lessor and may enjoy all of the rights of the City as Lessor (but not those rights of the City in its regulatory capacity) set out in the Permitted Encumbrances. None of the Permitted Encumbrances will merge or be deemed to have merged with the Lessor's title to the Lands, and accordingly all Permitted Encumbrances will be deemed to be in full force and effect. The Lessor will execute such documents as might reasonably be requested by the Lessee to enable it to comply with its obligations and to enjoy its rights in respect of the Permitted Encumbrances. The Lessee further covenants and agrees with the Lessor that if the City exercises any of its rights in its regulatory capacity under the Permitted Encumbrances, such exercise will not be a breach of the Lessor's covenant for quiet enjoyment.

#### 6.7 Obligations of the Commission

The Commission will:

- (a) cause the Operator to use the Lands and the Building in a manner that is consistent with the Lessee's obligations contained in section 6.1;
- (b) cause the Operator to operate the Building on a non-profit basis such that there will be no accumulation of funds in excess of those needed to maintain the Lands and repair, replace, operate and manage the Building in the manner approved by the Commission; and
- (c) provide the Lessor with current copies of the Operator Agreement upon the request of the Lessor.

### ARTICLE 7 REPAIRS AND MAINTENANCE

#### 7.1 Lessor Not Obligated to Repair

The Lessor will not be obliged to furnish any services or facilities or to make repairs or Alterations in or to the Lands or the Building, and the Lessee hereby assumes the full and sole responsibility for the condition, operation, repair, replacement, maintenance and management of the Lands and the Building and all expenses related thereto.

#### 7.2 Repairs by the Lessee

Reasonable wear and tear excepted, so long as the reasonable wear and tear does not unreasonably affect the exterior appearance of the Building:

- (a) the Lessee at the Lessee's cost and expense will put and keep in good order and condition, or cause to be put and kept in good order and condition, the Lands and Building (and any equipment located thereon and therein), both inside and outside, including but not limited to fixtures, walls, foundations, roofs, stairways, elevators (if any) and similar devices, heating and air conditioning equipment, sidewalks, yards and other like areas, water and sewer mains and connections, water, steam, gas and electric pipes and conduits, and all other fixtures and appurtenances to the Lands and the Building and machinery and equipment used or required in the operation thereof, whether or not enumerated herein, and will, in the same manner and to the same extent as a prudent owner, make any and all necessary repairs and, subject to section 4.6, Alterations, ordinary or extraordinary, foreseen or unforeseen, structural or otherwise, and keep the Building and any and all fixtures and equipment therein fully usable for the purposes for which the Building was constructed. Such repairs and Alterations will be in all respects to a standard at least substantially equal in quality of material and workmanship to the original work and material in the Building, and will in each case be performed only in accordance with all applicable terms and conditions of the Permitted Encumbrances;
- (b) the Lessee will not commit or suffer waste to the Lands or the Building or any part thereof;
- (c) at the expiration or earlier termination of this Lease, the Lessee will, except as otherwise expressly provided herein, surrender and deliver up the Lands with the Building, and the fixtures, appurtenances and equipment thereon and therein, or any replacements or substitution therefor, in good order and condition subject to reasonable wear and tear; and
- (d) if the Lessee does not fulfil its obligations set out in this Article 7, the Lessor or the Commission, through their agents, servants, contractors and subcontractors, may, but will not be obliged to, enter (without hindrance by the Lessee) upon the Lands and the Building as required for the purpose of making any repairs necessary to put the Lands and the Building in good order and condition, provided that the Lessor or the Commission will make such repairs only after giving the Lessee not less than fourteen (14) days written notice of its intention to do so, except in the case of an emergency when no notice will be required. Any costs and expenses (including overhead costs) incurred by the Lessor or the Commission in making such repairs to the Lands and Building will be reimbursed to the Lessor or the Commission, as the case may be, by the Lessee on demand, together with interest at the Prime Rate plus three percent (3%) per annum, calculated and compounded monthly, from the date incurred until the date paid.

### 7.3 Removal of Ice and Snow from Sidewalks

The Lessee covenants and agrees with the Lessor that if the Lessee at any time fails to keep the public sidewalk adjacent to the Lands reasonably clean from rubbish, ice and snow during the times and to the extent lawfully required of an owner, the Lessor, through its agents, servants, contractors and subcontractors, may remove such rubbish, ice and snow and the Lessor will not be required to give the Lessee any notice

of its intention to do so. Any costs and expenses incurred by the Lessor in removing such ice and snow will be reimbursed to the Lessor by the Lessee on demand, together with interest at the Prime Rate plus three percent (3%) per annum, calculated and compounded monthly, from the date incurred until paid.

## ARTICLE 8 ADDITIONAL RENT

### 8.1 All Defaults in Payment as Additional Rent

If the Lessee defaults in the payment of any sums required to be paid by it pursuant to the terms of this Lease, or fails to fulfil any of its obligations under this Lease, the Lessor may (but will be under no obligation to do so) pay such sums or fulfil such obligations on behalf of the Lessee, and any losses, costs, charges and expenses suffered by the Lessor as a result, including sums payable by way of indemnity, whether or not expressed in this Lease to be rent, may at the option of the Lessor be treated as and deemed to be Additional Rent, in which event the Lessor will have all remedies for the collection of such sums, costs, expenses or other amounts when in arrears as are available to the Lessor for the collection of rent in arrears.

## ARTICLE 9 INSURANCE

### 9.1 Insurance During Construction of Building

Prior to the Commencement of Construction of the Building, and throughout the entire period of construction until substantial completion of the Building pursuant to section 4.2, the Lessee will effect or will cause its contractor or contractors to effect and maintain in full force the following insurance coverage:

- (a) wrap-up liability insurance with limits of not less than Five Million Dollars (\$5,000,000), or such other amount as the Lessor and the Commission may require from time to time, per occurrence, issued in the joint names of the Lessee, the Lessor, the Commission, the Lessee's contractors, any subcontractors and their respective Personnel, protecting them against claims for bodily injury, death or property damage or other third party or public liability claims arising from any accident or occurrence upon, in or about the Lands from any cause, including the risks occasioned by the construction of the Building; and
- (b) all-risk course of construction insurance issued in the joint names of the Lessee, the Lessor and the Commission, protecting them from all loss or damage of or to the Building and all fixtures, equipment, improvements and building materials on the Lands from time to time, both during and after construction (but which may be by different policies effected from time to time covering the risk during different phases of construction of the Building, provided that at no time will the Building be uninsured) against fire, earthquake, flood and all other perils from time to time customarily included in the usual all-risks builders' risk form of policy applicable to similar properties during construction and effected in the Province of British Columbia by prudent owners, and such other perils as the Lessor or the Commission may reasonably require to be insured against, to the full replacement value thereof at all times.

## 9.2 Commercial General Liability Insurance

The Lessee will effect and keep in force commercial general liability insurance with limits of not less than Five Million Dollars (\$5,000,000), or such other amount as the Lessor and the Commission may require from time to time, per occurrence, against public liability claims for bodily injury, death and property damage (including loss of use) arising from the Lessee's use and occupancy of the Building and from any occurrence or accident on the Lands or Building. Such insurance will be written on an occurrence basis and will provide for blanket contractual liability, including liability assumed by the Lessee under this Lease. The policy will also contain a cross liability or severability of interests clause and will name the Lessor, the Commission and their respective Personnel as additional insureds with respect to third party claims arising out of the Lessee's operations pursuant to this Lease.

## 9.3 All Risk Property and Pressure Vessel Insurance

Immediately following substantial completion of the Building and at all times thereafter during the Term, the Lessee will effect and maintain property insurance in the joint names of the Lessor, the Commission and the Mortgagee (if any) as their interests may appear, to the full replacement value of the Building and fixtures on the Lands, protecting them against "All Perils" of loss or damage including flood, sewer backup and earthquake, and will include boilers and pressure vessels, protecting against usual and unusual perils, including damage caused by rupture of steam pipes. The policies described in this section 9.3 will contain a clause directing insurers to make losses payable to the Lessee, the Lessor, the Commission and the Mortgagee as their interests may appear.

## 9.4 Insurance - Additional Provisions

The following provisions will apply to all policies of insurance which are referred to in this Article 9:

- (a) the policies will be primary and non-contributing with respect to any policy or self-insured fund otherwise held or established on behalf of the Lessor or the Commission;
- (b) the stated amount of value insured under property policies will be of sufficient amount that none of the Lessee, the Commission nor the Lessor will become co-insurers with respect to any loss claimed against the insurance;
- (c) each policy will be written on a form acceptable to the Lessor and the Commission and with insurers licensed to do business in the Province of British Columbia and acceptable to the Lessor and the Commission;
- (d) any deductible amounts applying to a claim against a policy will be of an amount approved by the Lessor and the Commission;
- (e) each policy will contain a clause requiring that the insurers provide to the Lessor and the Commission a minimum of sixty (60) days prior written notice of any cancellation (except for cancellation resulting from non-payment of premiums, in which case applicable statutory provisions will apply); and



- (f) all premiums and deductibles required under said policies will be paid by the Lessee to the insurers and proof of such payment will be submitted to the Lessor and the Commission.

In addition to the notification obligations of the insurers required by section 9.4(e), the Lessee will provide to the Lessor and the Commission a minimum of sixty (60) days prior written notice of any cancellation, lapse or material change resulting in reduction of coverage, either in whole or in part, in respect of any of the policies of insurance which are referred to in this Article 9.

#### 9.5 Evidence of Insurance

Prior to the Lease Commencement Date the Lessee will provide the Lessor and the Commission with evidence of all insurance required to be taken out pursuant to this Lease, in the form of one or more detailed certificates of insurance, in such form(s) and contents as the Lessor and the Commission requests. Each certificate of insurance must identify the Lease number, policy holder and subject matter, and must not contain any disclaimer. Thereafter, and throughout the Term, forthwith upon request by the Lessor or the Commission, similar evidence of renewals, extensions or replacement of such insurance will be provided in the form of such certificate(s) of insurance. In addition, if requested by the Lessor or the Commission at any time, the Lessee will forthwith deliver to the Lessor or the Commission, as applicable, a certified copy of each insurance policy requested.

#### 9.6 Payment of Loss Under Insurance Policies

The insurance monies payable under the policies of insurance referred to in this Article 9, will, notwithstanding the terms of the policy or policies, be paid to the Trustee on behalf of the Lessee, the Lessor, the Commission and the Mortgagee. The Lessee, the Lessor and the Commission agree that the Trustee will, subject to section 10.5, pay for all restoration, reconstruction or replacement of the loss or damage in respect of which such insurance monies were paid to the Trustee out of such insurance monies in accordance with certificates of the Architect or such other person as the Lessee, the Lessor and the Commission may agree upon and who is in charge of such restoration, reconstruction or replacement, after receiving such other certificates, evidence or opinions as the Trustee will require for the purpose of being satisfied that such restoration, reconstruction or replacement is being properly carried out. If the Lessee fails to restore, reconstruct or replace the loss or damage in respect of which the insurance monies were paid to the Trustee within a reasonable time, the Lessor and the Commission will be entitled to effect such restoration, reconstruction or replacement and the Trustee will pay such insurance monies to the Lessor or the Commission in the same manner that the Trustee would have done had the Lessee effected such restoration, reconstruction or replacement.

#### 9.7 Workers Compensation Coverage

At all times during the Term, the Lessee will, and will cause its Personnel and all others engaged in or upon any work on the Building or the Lands to, comply with the *Workers Compensation Act* (British Columbia) (the "WCA") and the requirements and regulations under the WCA in respect of the Building and the Lands. Without limiting the generality of the foregoing, the Lessee will:

- (a) require as a condition of any agreement made with respect to construction, repair, renovation or demolition of the Building, whether with contractors,

materialmen or otherwise, that there is full workers compensation insurance coverage in place in respect of all workers, employees, servants and others engaged in or upon any work, and that all workers, contractors or other persons require the same of their workers and subcontractors. The Lessee will immediately notify the Lessor and the Commission of any dispute involving third parties that arises in connection with obtaining and maintaining the workers compensation insurance coverage required hereby if such dispute results or may result in the required insurance coverage not being in place, and the Lessee will take all reasonable steps to ensure resolution of such dispute forthwith. The Lessee will further ensure that no amount payable pursuant to the WCA is left unpaid so as to create a lien on the Lands or the Building. If the workers compensation insurance coverage required by this section 9.7 is not in place, the Lessor and the Commission will be entitled to have recourse to all remedies specified in this Lease or at law or equity; and

- (b) be deemed to be, and is hereby designated and appointed by the Lessor as, the "Prime Contractor" as that term is defined in section 118 of the WCA for the purposes of the WCA and related regulations, including the Occupational Health and Safety Regulation (the "OHS Regulation"), and the requirements and regulations of WorkSafeBC, and will in that capacity strictly comply with all requirements applicable to that designation, as they may be amended from time to time. Notwithstanding the foregoing, with the prior written consent of the Lessor, a contractor hired by the Lessee to perform work on the Lands on its behalf may be designated as the Prime Contractor instead of the Lessee.

#### 9.8 Release of Lessor and Commission from Liability for Insured Loss or Damage

The Lessee hereby releases the Lessor and the Commission and their respective Personnel, whether or not the Lessor, the Commission and their respective Personnel have been negligent, from any and all liability for loss or damage caused by any of the perils against which the Lessee will have insured or is obligated to insure pursuant to the terms of this Lease or any applicable law, or self insures if it elects to do so under section 9.9, the intent being that the Lessee's policies of insurance will contain a waiver of subrogation in favour of the Lessor and the Commission or, if the Lessee elects to self insure under section 9.9, the Lessee will release the Lessor and the Commission from any and all liability for loss or damage caused by the perils referred to in sections 9.1(b) and 9.2 to the same extent as if the Lessee had taken out insurance.

#### 9.9 Insurance Exemption for Corporation and PRHC

Notwithstanding anything contained in this Lease, if for any reason and at any time the Corporation or PRHC is the Lessee, the Corporation or PRHC, as the case may be, will not be under any obligation to take out and keep in force any of the insurance required to be taken out and kept in force under sections 9.1(b) and 9.3 of this Lease.

### ARTICLE 10 DAMAGE OR DESTRUCTION

#### 10.1 Rent Not to Abate

Subject to the provisions of sections 10.5 and 10.6, the partial destruction or damage or complete destruction by fire or other casualty of the Building will not result in the termination of this Lease or entitle the Lessee to surrender possession of the Lands or

the Building or to demand any abatement or reduction of the Basic Rent or Additional Rent or other charges payable under this Lease, any law or statute now or in the future to the contrary notwithstanding.

#### 10.2 Lessee's Obligation When Building Partially Damaged or Destroyed

Subject to the provisions of sections 10.5 and 10.6, the Lessee covenants and agrees with the Lessor and the Commission that in the event of partial damage to or partial destruction of the Building, the Lessee will either:

- (a) replace any part of the Building damaged or destroyed with a new structure in accordance with any agreement which may be made by the Lessee with the Lessor and the Commission; or
- (b) in the absence of any such agreement, repair or replace such damage or destruction to a standard comparable to the standard of the structure being repaired or replaced.

#### 10.3 Lessee's Obligations When Building Completely or Substantially Destroyed

Subject to the provisions of sections 10.5 and 10.6, the Lessee covenants and agrees with the Lessor and the Commission that in the event of complete or substantially complete destruction of the Building, the Lessee will either:

- (a) reconstruct or replace the Building with a new structure or structures in accordance with any agreement which may be made by the Lessee with the Lessor and the Commission; or
- (b) in the absence of any such agreement, replace the Building with a new structure or structures comparable to the structure or structures being replaced.

#### 10.4 Replacement, Repair or Reconstruction

Any replacement, repair or reconstruction of the Building or any part thereof pursuant to the provisions of section 10.2 or 10.3 will be made or done in compliance with section 4.6 and Article 7.

#### 10.5 Special Provisions Where Approved Lender or Corporation is Mortgagee

- (a) If the Building is damaged or destroyed to the extent of at least twenty-five percent (25%) of the full replacement cost of the Building, and at the time of such damage or destruction the Mortgagee is an Approved Lender, and such Mortgagee notifies the parties that the insurance monies made available by reason of the casualty causing such damage or destruction will not be applied in repairing, reconstructing or replacing the Building, and the right to so elect is reserved to the Mortgagee under the terms of the Mortgage, then the Lessee may decline to repair, reconstruct or replace the Building and instead elect to terminate this Lease, provided that the Lessee makes such election within sixty (60) days after the date on which the Building was so damaged or destroyed and notifies the Lessor and the Commission of its election forthwith after making it. If the Lessee does not elect to so terminate this Lease, then the Lessee will repair, reconstruct or replace the Building or any part thereof

damaged or destroyed in accordance with section 10.2 or section 10.3, as the case may be, and section 10.4;

- (b) If the Mortgagee is the Corporation and it attorns to the Lessor as tenant and undertakes to be bound by and perform the covenants and agreements of the Lease, and subsequently during the Term the Building is damaged or destroyed to the extent of at least twenty-five percent (25%) of the full replacement cost of the Building, the Corporation as tenant may at its option either repair, reconstruct or replace the Building so damaged or destroyed or decline to repair, reconstruct or replace the Building and instead elect to terminate this Lease, provided that the Corporation as tenant makes such election within sixty (60) days after the date on which the Building was so damaged or destroyed and notifies the Lessor and the Commission of its election forthwith after making it. If the Corporation as tenant does not so elect to terminate this Lease, then the Corporation as tenant will repair, reconstruct or replace the Building or any part thereof damaged or destroyed in accordance with section 10.2 or section 10.3, as the case may be, and section 10.4;
- (c) As soon as reasonably possible, but not later than one hundred and eighty (180) days following the date of termination of this Lease by the Lessee pursuant to section 10.5(a) or section 10.5(b), the Lessee will demolish and completely remove the Building and all foundations and debris from the Lands and restore the Lands to a neat and level condition in a good and workmanlike manner. Any insurance money payable by reason of any fire or other casualty causing such destruction will, notwithstanding the provisions of Article 9, be distributed as follows:
  - (i) firstly, to reimburse the Lessee for all costs and expenses necessarily incurred by the Lessee in the demolition and removal of the Building and all foundations and debris from the Lands and the restoration of the Lands as aforesaid;
  - (ii) secondly, to pay and satisfy the Mortgage, if any;
  - (iii) thirdly, to pay the balance of the insurance monies, if any, as follows:
    - A. to the Lessor, the amount calculated as follows:  

$$\text{amount payable} = (\text{balance of insurance monies}) \times (\text{days in expired portion of the Term} \div \text{total days in Term}); \text{ and}$$
    - B. to the Lessee, the amount calculated as follows:  

$$\text{amount payable} = (\text{balance of insurance monies}) \times (\text{days remaining in the Term} \div \text{total days in Term}),$$

provided however that any amount so payable to the Lessee will be paid directly to the Commission;
- (d) If this Lease is terminated pursuant to this section 10.5, then upon the Lessee substantially completing the work required by section 10.5(c), the Lessor will forthwith refund to the Commission a portion of the prepaid Basic Rent that has been paid pursuant to this Lease, calculated as follows:

amount payable = (prepaid Basic Rent) x (days remaining in the Term as of the date of such substantial completion of work ÷ total days in the Term),

provided however that the Commission hereby assigns such refund to all Mortgagees, if any, and such refund will be paid by the Lessor to such Mortgagees in the same priority as registration of their Mortgages, if any;

- (e) Notwithstanding anything contained herein, in the event the Lessee terminates this Lease in accordance with this section 10.5, this section will nevertheless survive such termination and remain in full force and effect and be binding upon the parties and their respective successors and assigns so long as any obligations of the parties under this section 10.5 or any part thereof remains unperformed; and
- (f) The provisions of this section 10.5 are subject always to the provisions of section 10.6.

#### 10.6 Destruction or Damage During Last Ten Years of Term

- (a) In the event of the complete or substantial destruction of the Building during the last ten (10) years of the Term, the Lessee may, at its option, either reconstruct or replace the Building so destroyed or damaged in accordance with section 10.3 or decline to do so, and instead elect to terminate this Lease, provided that the Lessee makes such election within sixty (60) days after the date on which the Building was so destroyed and notifies the Lessor of its election forthwith after making it;
- (b) As soon as reasonably possible, but not later than one hundred and eighty (180) days following the date of termination of this Lease by the Lessee pursuant to section 10.6(a), the Lessee will demolish and completely remove the Building and all foundations and debris from the Lands and restore the Lands to a neat and level condition in a good and workmanlike manner. Any insurance money payable by reason of any fire or other casualty causing such destruction will, notwithstanding the provisions of Article 9, be distributed as follows:
  - (i) firstly, to reimburse the Lessee for all costs and expenses necessarily incurred by the Lessee in the demolition and removal of the Building and all foundations and debris from the Lands and the restoration of the Lands as aforesaid;
  - (ii) secondly, to pay and satisfy the Mortgage, if any;
  - (iii) thirdly, to pay the balance of the insurance monies, if any, as follows:
    - A. to the Lessor the amount calculated as follows:
 

amount payable = (balance of insurance monies) x (days in expired portion of the Term ÷ total days in Term); and
    - B. to the Lessee the amount calculated as follows:
 

amount payable = (balance of insurance monies) x (days remaining in the Term ÷ total days in Term),



provided however that any amount payable to the Lessee will be paid directly to the Commission;

- (c) If this Lease is terminated pursuant to this section 10.6, then upon the Lessee, substantially completing the work required by section 10.6(b), the Lessor will forthwith refund to the Commission a portion of the prepaid Basic Rent that has been paid pursuant to this Lease, calculated as follows:

amount payable = (prepaid Basic Rent) x (days remaining in the Term as of the date of substantial completion of such work ÷ total days in the Term),

provided however that the Commission hereby assigns such refund to all Mortgagees, if any, and such refund will be paid by the Lessor to such Mortgagees in the same priority as registration of their Mortgages, if any; and

- (d) Notwithstanding anything contained herein, in the event the Lessee terminates this Lease in accordance with this section 10.6, this section 10.6 will nevertheless survive such termination and remain in full force and effect and be binding upon the parties and their respective successors and assigns so long as any obligations of the parties under this section 10.6 or any part thereof remains unperformed.

#### ARTICLE 11 INSPECTION AND EXHIBITION BY LESSOR

##### 11.1 Inspection by Lessor and Commission

The Lessor and the Lessee agree that it will be lawful for representatives of the Lessor and the Commission to enter the Lands and the Building at all reasonable times during the Term, with prior written notice to the Lessee, to examine the condition thereof. If the Lessor or the Commission determines that any of the repairs described in section 7.2 are required, notice of such required repairs will be given by the Commission or the Lessor to the Lessee, and the Lessee will within thirty (30) days after every such notice, or such longer period as provided in section 18.1(d), repair and make good accordingly.

##### 11.2 Exhibition by Lessor

During the final year of the Term, the Lessor will be entitled to display upon the Lands the usual signs advertising the Lands and Building as being available for purchase or lease, provided such signs are displayed in such a manner as not to unreasonably interfere with the Lessee's use and enjoyment of the Lands and the Building.

#### ARTICLE 12 OBSERVANCE OF GOVERNMENTAL REGULATIONS

##### 12.1 Compliance

The Lessee covenants to competently and faithfully observe and comply with all laws, bylaws and lawful orders which apply to the Lands and the Building or the Lessee's occupation of or activities on the Lands or in the Building, and to not use or occupy or permit to be used or occupied the Lands or the Building or any part thereof for any illegal or unlawful purpose or in any manner which would result in the cancellation or

threatened cancellation of any insurance, or in the refusal of any insurer to issue any insurance as requested. If any law, bylaw or lawful order is directed at or places a duty or obligation upon the Lessor, with reference to the Lands and Buildings, then the same will be performed and observed by the Lessee, at its cost, in the place and stead of the Lessor.

## 12.2 Approvals

The Lessee shall be permitted to immediately terminate this Lease, and will have no further obligations to the Lessor hereunder, including for the payment of all monies due to the Lessor under this Lease (save and except for the payment of Basic Rent and Additional Rent up to the date of such termination), in the event that it, or any of its affiliated entities, agents, contractors, subcontractors, licensees, or assignees, does not receive, or if previously received is revoked, any permit, license or approval required by a municipal, provincial, federal, governmental or quasi-governmental body to engage in the use pursuant to section 6.1.

## ARTICLE 13 RIGHTS OF LESSOR AND LESSEE

### 13.1 As Landlord and Tenant

All rights and benefits and all obligations of the Lessor and the Lessee under this Lease will be rights, benefits and obligations of the Lessor and the Lessee respectively in their capacities as landlord and tenant respectively under this Lease.

## ARTICLE 14 EXCLUSION OF LIABILITY AND INDEMNITY

### 14.1 Limitation of Liability and Release

Neither the Lessor nor the Commission nor their respective Personnel or contractors will be liable for, and the Lessee hereby releases the Lessor, the Commission and their respective Personnel and contractors from all Losses, including without limitation, Losses as a result of:

- (a) any bodily injury or death, however caused, suffered or sustained in or about the Lands or the Building; or
- (b) any property damage or other loss or damage of any nature whatsoever, however caused, to the Lands or the Building, or to any property belonging to the Lessee or to any other person in or about the Lands or the Building,

whether such Losses arise from an exercise of the Lessor's or the Commission's respective rights or privileges herein or otherwise, unless resulting from the respective negligence or unlawful acts of the Lessor, the Commission or their respective Personnel or contractors, as the case may be.

### 14.2 Exclusion of Liability

Notwithstanding section 14.1, neither the Lessor nor the Commission nor their respective Personnel or contractors will be liable for:

- (a) consequential, business, economic or indirect loss or damage of any nature whatsoever, however caused, which may be suffered or sustained by the Lessee or any other person who may be in or about the Lands or the Building; or
- (b) any loss against which the Lessee is obligated to insure or has insured.

#### 14.3 Indemnification

The Lessee hereby agrees to indemnify and save harmless the Lessor, the Commission and their respective Personnel and contractors from and against all Losses which the Lessor, the Commission or their respective Personnel or contractors may suffer or incur arising out of, or in any way connected with this Lease; provided, however, that such indemnity will not apply to the extent, if any, to which such Losses result from the respective negligence or unlawful acts of the Lessor, the Commission or their respective Personnel or contractors, as the case may be. Without derogating from the generality of the foregoing, the Lessee agrees to indemnify and save harmless the Lessor, the Commission and their respective Personnel and contractors in respect of all Losses:

- (a) as a result of bodily injury or death, property damage or other damage arising from the conduct of any work by or any act or omission of or relating to or arising from the occupation or possession of the Lands and the Building by the Lessee or any assignee, subtenant, Personnel, contractor, invitee or licensee of the Lessee; or
- (b) suffered or incurred by the Lessor, the Commission or their respective Personnel and contractors that arise, whether directly or indirectly, from any breach by the Lessee, its Personnel, contractors or any other person for whom the Lessee is responsible in law, of any of its covenants and obligations under this Lease.

#### 14.4 Indemnification Survives Termination of Lease

The obligations of the Lessee to indemnify the Lessor, the Commission and their respective Personnel and contractors will apply and continue notwithstanding the termination or expiration of this Lease.

### ARTICLE 15 SUBLETTING AND ASSIGNING

#### 15.1 Subletting and Assigning by Lessee

The Lessee will not sublease, assign, transfer, sell or encumber its interest in the Lease or enter into any agreement for the purpose of sub-leasing, assignment, transferring, selling or encumbering its interest in the Lease, the Building or the Lands, except as expressly permitted in this Lease, or with the prior written consent of the Lessor and the Commission, which consent the Lessor and the Commission may arbitrarily withhold; provided, however, that if the Lessee is PRHC, the Corporation or a Mortgagee which is an Approved Lender, the Lessor and the Commission will not unreasonably withhold their consent. The Lessee may sublet or grant licences or other rights to occupy or use any part of the Building to:

- (a) Eligible Occupants; or

- (b) staff and other personnel authorized by the Lessor and the Commission who are required to operate and maintain the Building and the Lands for the purposes of this Lease.

#### 15.2 Copies of Subleases

If requested by the Lessor or the Commission, a copy of any or all such subleases will be forwarded to the Lessor or the Commission, as the case may be, within thirty (30) days after entering into such subleases, together with particulars of registration (if any) in the Land Title Office.

#### 15.3 Where Mortgagee is Approved Lender, Commission or Corporation

If a Mortgagee which is an Approved Lender, the Commission or the Corporation takes an assignment of the rents payable to the Lessee by holders of occupation rights granted by the Lessee pursuant to section 15.1, the Lessee is permitted to enter into such assignment of rents, without the consent of the Lessor or the Commission, as collateral or additional security for an Insured Loan, if such Mortgagee has registered that assignment in the Land Title Office as a charge against the interest of the Lessee in the Lands and the Building or any part thereof. The Lessor agrees that such an assignment of rents will have priority over any similar assignment of those particular rents granted to the Lessor by this Lease.

### ARTICLE 16 MORTGAGE

#### 16.1 Mortgaging by Lessee

The Lessee may mortgage its leasehold interest in the Lands and the Building only with the prior written consent of the Lessor, which consent may not be unreasonably withheld, and the Commission, which consent may be arbitrarily withheld. Notwithstanding any such Mortgage, the Lessee will be and remain liable for the payment of all Basic Rent and Additional Rent, and the performance of all of its obligations set out in this Lease.

#### 16.2 Tripartite Agreement

At the request of the Mortgagee, the Lessor will execute and deliver to the Mortgagee an agreement among the Lessee, the Lessor and the Mortgagee, or between the Lessor and the Mortgagee, which will be binding and enforceable against the Lessee (if a party thereto), the Lessor and the Mortgagee and their successors and assigns, whereby the Lessor will agree with the Mortgagee to afford to the Mortgagee the rights and remedies afforded to Mortgagees under this Lease.

### ARTICLE 17 BANKRUPTCY OF LESSEE

#### 17.1 Bankruptcy of Lessee

Subject to the provisions of section 18.2(c), if the Term is at any time seized or taken in execution by any creditor of the Lessee, or if the Lessee makes a general assignment for the benefit of creditors, or institutes proceedings to subject itself to be adjudicated a bankrupt or insolvent, or consents to the institution of bankruptcy or insolvency proceedings against it, or files an application or petition or answer or

consent seeking reorganization or readjustment of the Lessee under any law of Canada or any province thereof relating to bankruptcy or insolvency, or consents to the filing of any such application or petition, or consents to the appointment of a receiver, or if the Lessee or its directors pass any resolution authorizing the dissolution or winding-up of the Lessee, or if a receiver, interim receiver, trustee or liquidator of all or any part of the property of the Lessee is appointed or applied for by the Lessee, or if a judgment, decree or order is entered by a court of competent jurisdiction adjudging the Lessee a bankrupt or insolvent or subject to the provisions of any applicable legislation determining the proceedings for reorganization, arrangement, adjustment, composition, liquidation, dissolution or winding-up or any similar relief under any law of Canada or any province thereof relating to bankruptcy or insolvency has been properly instituted, then, subject to Section 23.1, this Lease will, at the option of the Lessor, immediately become terminated.

## ARTICLE 18 DEFAULT BY LESSEE

### 18.1 Re-entry on Certain Defaults by Lessee

Subject to the provisions of sections 18.2 and 23.1, if and whenever:

- (a) Basic Rent or any part thereof is not paid on the day appointed for payment thereof; or
- (b) the Lessee defaults in payment of Additional Rent or any other sums required to be paid to the Lessor or the Commission by any provision of this Lease, and such default continues for thirty (30) days following any specific due date on which the Lessee is to make such payment or, in the absence of such specific due date, for thirty (30) days following notice by the Lessor or the Commission requiring the Lessee to pay the same; or
- (c) the Building is abandoned or remains vacant for more than thirty (30) days; or
- (d) the Lessee defaults in performing or observing any of its other covenants or obligations under this Lease, or any contingency occurs which by the terms of this Lease constitutes a breach hereof or confers upon the Lessor the right to re-enter or forfeit or terminate this Lease, and the Lessor has given to the Lessee notice of such default or the happening of such contingency, and if at the expiration of forty-five (45) days after the giving of such notice the default or contingency continues to exist, or in the case of a default or contingency which cannot with due diligence be cured within the period of forty-five (45) days aforesaid, if the Lessee does not commence the rectification of such default or contingency within the said forty-five (45) day notice period and thereafter promptly and diligently and continuously proceed with such rectification; or
- (e) this Lease expires or is forfeited or terminated pursuant to any other provision contained herein, including, without restricting the generality of the foregoing, the termination of this Lease pursuant to the provisions of sections 4.3 or 10.5,

then and in every such case, it will be lawful for the Lessor at any time thereafter without notice or demand, with or without process of law and by forced entry if necessary, to enter into and upon the Lands and the Building, or part thereof in the name of the whole, and, if this Lease has not already expired or been forfeited or



terminated, to terminate this Lease by leaving upon the Lands notice in writing of such termination. If the Lessor terminates this Lease pursuant to this section 18.1, or otherwise as a result of default of the Lessee, or if the Lessee has forfeited this Lease, the Lessee will be liable to the Lessor for the rents and all other amounts to be paid and the covenants to be performed by the Lessee up to the date of such termination or forfeiture.

## 18.2 Notice to and Remedies of Mortgagee

The following provisions will apply with respect to any Mortgagee:

- (a) no re-entry, termination or forfeiture of this Lease by the Lessor will be valid against the Mortgagee who has filed with the Lessor a notice of Mortgage and specified an address for notice in accordance with Article 25, unless the Lessor has first given to the Mortgagee written notice of the default or contingency entitling the Lessor to re-enter, terminate or forfeit this Lease, specifying the nature of that default or contingency, and stating the Lessor's intention to take such proceedings and requiring the Mortgagee:
  - (i) to cure the default or contingency specified in the notice within a period of sixty (60) days from the date of receipt of that notice by the Mortgagee; or
  - (ii) if the default or contingency is other than the failure to pay Basic Rent or Additional Rent or any other sums required to be paid to the Lessor by any provision of this Lease, and if the default or contingency cannot reasonably be cured within such sixty (60) day period, then to immediately commence to cure the same and to diligently prosecute to conclusion all acts necessary to cure the default or contingency,

and the Lessor hereby grants the Mortgagee access to the Lands and the Building for that purpose. If the default or contingency is cured within the period specified, or in the circumstances referred to in 18.2(a)(ii), if cured within a reasonable period, the Mortgagee will be entitled to continue as tenant for the balance of the Term remaining at the date of the notice of default or contingency providing that the Mortgagee attorns as tenant to the Lessor and undertakes to be bound by and to perform and observe all of the Lessee's obligations, covenants and agreements under this Lease until such Mortgagee as tenant assigns its leasehold estate as permitted by this Lease and delivers to the Lessor an agreement from the assignee which is enforceable and binding on the assignee and its heirs, executors, successors, administrators and assigns as of the date of the assignment and by which the assignee agrees with the Lessor to attorn as tenant to the Lessor and to be bound by and to perform and observe all of the Lessee's obligations, covenants and agreements under this Lease. If the Mortgagee consists of more than one mortgagee, each having a separate charge upon the Lessee's interest in this Lease, and more than one of them wishes to cure the default or contingency specified in the notice aforesaid, then the Lessor hereby agrees to permit curing of the default or contingency specified as aforesaid by that Mortgagee that is willing to cure the default or contingency and attorn as tenant as aforesaid and whose charge ranks in priority over the charge or charges held by the other Mortgagee or Mortgagees willing to cure and attorn as aforesaid, except that in the event that any Mortgagee has commenced a foreclosure action, the provisions of section 18.2(b) will apply;

- (b) in the event the Mortgagee commences foreclosure proceedings against the Lessee, whether or not the Lessee is in default of the performance of its covenants and agreements with the Lessor under this Lease at the time such foreclosure proceedings are commenced, the Lessor will not re-enter, terminate or forfeit this Lease after the commencement of foreclosure proceedings on the ground of any default or contingency entitling the Lessor to re-enter, terminate or forfeit this Lease if the Mortgagee:
  - (i) has given to the Lessor notice of the foreclosure proceedings;
  - (ii) is actively prosecuting the foreclosure proceedings;
  - (iii) except for the bankruptcy or insolvency of the Lessee, which will be governed by section 18.2(c), cures the default or contingency within a period of sixty (60) days from the date of receipt of notice from the Lessor specifying the nature of the default or contingency, or if the default or contingency is other than the failure to pay Basic Rent or Additional Rent or any other sums required to be paid to the Lessor by any provision of this Lease and if such default or contingency cannot reasonably be cured within such sixty (60) day period, immediately commences to cure the same and to diligently prosecute to conclusion all acts necessary to cure the default or contingency; and
  - (iv) performs and observes all of the Lessee's covenants and agreements under this Lease, except for any obligation to cure the bankruptcy or insolvency of the Lessee and except for the obligations of the Lessee which the Mortgagee is exempt from pursuant to the terms of this Lease, and without undue delay diligently prosecutes to a conclusion the foreclosure proceedings commenced by the Mortgagee;

provided, however, that if the Mortgagee is an Approved Lender, the Corporation or the Commission, the curing of the default or contingency may be delayed until the earlier of the date of the assignment of this Lease to a third party or an Approved Lender, the Corporation or the Commission acquiring the Lessee's interest in this Lease. In the event that the Mortgagee acquires the Lessee's interest in the Lands and Building pursuant to the foreclosure proceedings, the Mortgagee will thereupon become subrogated to the rights of the Lessee under this Lease, provided it attorns to the Lessor as tenant and undertakes to be bound by and perform the covenants and agreements of this Lease until such Mortgagee as Lessee assigns its leasehold estate as permitted by this Lease and delivers to the Lessor an agreement from the assignee which is enforceable and binding on the assignee and its heirs, executors, successors, administrators and assigns as of the date of the assignment and by which the assignee agrees with the Lessor to attorn as tenant to the Lessor and to be bound by and to perform the covenants and agreements of this Lease. If the Mortgagee consists of more than one mortgagee and more than one of them commences foreclosure proceedings, the right to cure any default or contingency granted by this section 18.2(b) to a foreclosing Mortgagee will be deemed granted to them in the order of priority of the charges held by the foreclosing mortgagees;

- (c) if this Lease is subject to termination or forfeiture pursuant to Article 17 by reason of the bankruptcy or insolvency of the Lessee and the Mortgagee has filed with the Lessor a notice of Mortgage in favour of the Mortgagee and

specified an address for notice in accordance with Article 25, the Lessor will give to the Mortgagee notice of the bankruptcy or insolvency of the Lessee entitling the Lessor to terminate or forfeit this Lease and stating the Lessor's intention to take such proceedings and requiring the Mortgagee to cure the Lessee's default under this Lease (except for the bankruptcy or insolvency of the Lessee), and the Lessee's default will be deemed to have been sufficiently cured if the Mortgagee:

- (i) takes possession and control of the Lands and Building, or causes a receiver to be appointed under the terms of the Mortgagee's charge or by a court of competent jurisdiction, which receiver will take possession and control of the Lands and Building, and the Lessor hereby grants the Mortgagee or such receiver access to the Lands and Building for that purpose;
- (ii) cures every default under this Lease (except for the bankruptcy or insolvency of the Lessee) within a period of sixty (60) days from the date of receipt by the Mortgagee of the notice from the Lessor of the bankruptcy or insolvency of the Lessee, or if such default or defaults are other than the failure to pay Basic Rent or Additional Rent or any other sums required to be paid to the Lessor by any provision of this Lease and if such default or defaults cannot reasonably be cured within such sixty (60) day period, immediately commences to cure the same and to diligently prosecute to conclusion all acts necessary to cure such default or defaults; provided, however, that if the Mortgagee is an Approved Lender, the Commission or the Corporation, the curing of the default or contingency may be delayed until the earlier of the date of the assignment of this Lease to a third party or an Approved Lender, the Commission or the Corporation acquiring the Lessee's interest in this Lease; and
- (iii) subject to the right of an Approved Lender, the Commission or the Corporation to delay the curing of the default or contingency as set out in section 18.2(c)(ii), attorns as tenant to the Lessor and undertake to observe, be bound by and perform the obligations, covenants and agreements of the Lessee under this Lease until such Mortgagee, as tenant, assigns its leasehold estate as permitted under this Lease and delivers to the Lessor an agreement from the assignee which is enforceable and binding on the assignee and its heirs, executors, successors, administrators and assigns as of the date of the assignment and by which the assignee agrees with the Lessor to attorn as tenant to the Lessor and to observe, be bound by and perform the obligations, covenants and agreements of the Lessee under this Lease.

If the Mortgagee consists of more than one mortgagee, the right to take possession and control, to cure any default and to assume the Lease as aforesaid will be deemed granted to them in the order of the priority of their respective charges;

- (d) any re-entry, termination or forfeiture of this Lease made in accordance with the provisions of this Lease as against the Lessee will be valid and effectual against the Lessee even though made subject to the rights of any Mortgagee to cure any default of the Lessee and to continue as tenant under this Lease; and

- (e) no entry upon the Lands or into the Building by the Mortgagee for the purpose of curing any default of the Lessee will release or impair the continuing obligations of the Lessee.

#### 18.3 Remedies of Lessor and the Commission are Cumulative

The remedies of the Lessor and the Commission specified in this Lease are cumulative and are in addition to any remedies that the Lessor and the Commission may have at law or equity. No remedy will be deemed to be exclusive, and the Lessor and the Commission may from time to time have recourse to one or more or all of the available remedies specified herein, or at law or equity. In addition to any other remedies provided in this Lease, the Lessor and the Commission will be entitled to restrain by injunction any violation or attempted or threatened violation by the Lessee of any of the covenants or agreements contained herein.

#### 18.4 Waiver by Lessor and Commission

The failure of the Lessor or the Commission to insist upon the strict performance of any covenant or agreement contained in this Lease will not waive such covenant or agreement, and the waiver by the Lessor or the Commission of any breach of any covenant or agreement of the Lessee under this Lease will not constitute a waiver of such covenant or agreement in respect of any other breach. The receipt and acceptance by the Lessor of rent or other monies due hereunder with knowledge of any breach of any covenant or agreement by the Lessee will not constitute a waiver of such breach. No waiver by the Lessor or the Commission will be effective unless made in writing.

### ARTICLE 19 ARBITRATION

#### 19.1 Arbitration

If a disagreement arises pursuant to sections 4.3, 4.7, or 6.1, the same will be settled by arbitration. The arbitration will be conducted by a single arbitrator chosen by the mutual agreement of the Lessor and the Commission which arbitrator will be at arm's length from the Commission. The costs and expenses of the arbitration will be dealt with as follows:

- (a) each party will bear its own expense of preparing and presenting its case to the arbitrator, irrespective of whether any such expense was incurred or contracted for prior to the appointment of the arbitrator, including the expenses of appraisals, witnesses and legal representation; and
- (b) the fees of the arbitrator will be shared by the parties equally unless the arbitrator decides otherwise.

The *Arbitration Act* (British Columbia) will apply with respect to the arbitration. If an Approved Lender or the Corporation holds a Mortgage of the Lessee's leasehold interest in the Lands and Building, any notice of arbitration given under this section by one of the parties to the others will be given at the same time to such Mortgagee, if it has specified an address for notice, and such Mortgagee so notified will be given a reasonable opportunity by the parties to participate in the arbitration proceedings if it considers such proceedings may affect the Mortgage security.

ARTICLE 20  
SURRENDER OF LEASE

20.1 Surrender of Lease

At the termination or expiration of the Term, whether by forfeiture, default or lapse of time, the Lessee will surrender the Lands to the Lessor in the condition in which they were required to be kept by the Lessee pursuant to the provisions of this Lease, including, without restricting the generality of the foregoing, the provisions of sections 10.5(c) and 10.6(b), except as herein otherwise expressly provided.

ARTICLE 21  
QUIET ENJOYMENT, OWNERSHIP OF LESSEE'S FIXTURES AND OWNERSHIP OF BUILDING

21.1 Covenant for Quiet Enjoyment

Subject always to the Lessor's and the Commission's rights herein, and subject always to the Permitted Encumbrances as extended or modified from time to time, if the Lessee pays the rent hereby reserved and all other amounts payable hereunder, and observes and performs all of the obligations, covenants and agreements of the Lessee herein contained, the Lessee may peaceably enjoy and possess the Lands and Building for the Term, without any interruption or disturbance whatsoever from the Lessor or any other person, firm or corporation lawfully claiming through, from or under the Lessor, provided however that the enforcement by the Lessor, in its capacity as a civic body, of laws, bylaws and orders that touch and concern the Lands and Building will not be a breach of the Lessor's covenant set forth in this section 21.1.

21.2 Ownership of Lessee's Fixtures

The Lessee, tenants or occupants of the Building have the right of property in, or the right to remove, fixtures or improvements which are of the nature of usual tenants' fixtures and normally removable by tenants, and which are not part of the Building or the Lands.

21.3 Ownership of Building

Notwithstanding the degree of fixation of the Building to the Lands, the Building will be deemed to be the separate property of the Lessee and not of the Lessor but subject to and governed by the provisions of this Lease. The Lessee will not assign, encumber or otherwise deal with the Building separately from any permitted dealing with the leasehold interest under this Lease, to the intent that no person will hold or enjoy any interest in this Lease acquired from the Lessee who does not at the same time hold a like interest in the Building.

ARTICLE 22  
OVERHOLDING

22.1 Overholding

The Lessee covenants and agrees with the Lessor that if the Lessee will hold over and the Lessor will accept rent after the expiration of the Term, the new tenancy thereby created will be a tenancy from month to month and not a tenancy from year to year and will be subject to the covenants and conditions herein contained so far as the same are applicable to a tenancy from month to month, provided however that the



monthly Basic Rent payable by the Lessee will be the then market rental value of the Lands and the Building as determined from time to time in the bona fide opinion of the Lessor's Director of Housing and Properties or his or her successor in function, and such monthly Basic Rent will be paid in advance. The Lessee will also pay monthly as Additional Rent one-twelfth of the then current sums described in section 3.1 or 3.2 hereof, as the case may be. The Lessor and the Lessee agree that the Lessee will not be considered to be overholding during the period of time that the Lessee is removing the Building from the Lands in accordance with section 24.2(g)

## ARTICLE 23 ADDITIONAL RIGHTS OF THE COMMISSION

### 23.1 Notice to Commission

Unless otherwise agreed in writing by the Commission and unless failure of the Lessor to act in the circumstances would result in an emergency situation, the Lessor may not exercise any of its rights which arise as a result of a default by the Lessee under this Lease until ninety (90) days (the "Notice Period") after receipt by the Commission of written notice describing the Lessee's default.

If at the expiration of the Notice Period:

- (a) the Commission has not cured such default; or
- (b) the Commission has not given the Lessor a notice in writing (the "Attornment Notice") advising the Lessor that the Commission or its nominee will attorn as tenant under this Lease; or
- (c) the Commission has not entered into a new Operator Agreement with a new Operator;

then the Lessor will be at liberty to proceed to exercise any of the powers given to it under this Lease.

Upon receipt of the Attornment Notice the Lessor will enter into the necessary agreement with the Commission or its nominee allowing it to attorn as tenant under the Lease.

### 23.2 Rights of Commission Not Limited

The Lessee and the Lessor agree that the rights given to the Commission pursuant to Article 23 are not to be construed in any manner whatsoever so as to limit or otherwise prejudice the rights of the Commission as against the Lessee under any Operator Agreement or any other agreement between the Commission and the Lessee or the Commission and the Lessor.

### 23.3 Commission May Perform Obligations of Lessee

Where the Commission chooses to perform an obligation of the Lessee under this Lease in order to avoid forfeiture, the Lessor will accept that performance as if the same had been performed by the Lessee.

ARTICLE 24  
ENVIRONMENTAL MATTERS

24.1 Definitions

For the purposes of this Article 24:

- (a) "Contaminants" mean any pollutants, contaminants, deleterious substances, underground or aboveground tanks, asbestos materials, urea formaldehyde, dangerous substances or goods, hazardous, corrosive or toxic substances, special waste or waste of any kind or any other substance which is now or hereafter prohibited, controlled or subject to Environmental Laws; and
- (b) "Environmental Laws" means any statutes, laws, regulations, orders, bylaws, standards, guidelines, permits and other lawful requirements of any governmental authority having jurisdiction over the Lands or Building, now or hereafter in force and relating in any way to the environment, health, occupational health and safety, product liability or transportation of dangerous goods, and includes the principles of common law and equity.

24.2 Lessee's Covenants and Indemnity

The Lessee covenants and agrees as follows:

- (a) not to use or permit to be used all or any part of the Lands or Building for the sale, storage, manufacture, disposal, handling, treatment, use or any other dealing with Contaminants, without the prior written consent of the Lessor, which consent may be arbitrarily or unreasonably withheld;
- (b) to strictly comply, and cause all persons for whom it is at law responsible to comply, with all Environmental Laws regarding the use and occupancy of the Lands and Building;
- (c) to promptly provide to the Lessor a copy of any environmental site investigation, assessment, audit or report relating to the Lands or Building and conducted by or for the Lessee at any time before, during or after the Term, or any renewal or extension thereof. The Lessee hereby waives the requirement for the Lessor to provide a site profile for the Lands pursuant to the *Environmental Management Act* (British Columbia), any regulations enacted pursuant thereto, or any similar or successor legislation;
- (d) to promptly provide to the Lessor on request such written authorizations as the Lessor may require from time to time to make inquiries of any governmental authorities regarding the Lessee's compliance with Environmental Laws;
- (e) to promptly notify the Lessor in writing of the existence or release of any Contaminant on, in or under the Lands or Building or of any other occurrence or condition at the Lands or any adjacent property that could contaminate the Lands or the Building or result in the non-compliance of the Lands or Building with Environmental Laws, or subject the Lessor or Lessee to any fines, penalties, orders, investigations or proceedings under Environmental Laws;
- (f) on the expiry or earlier termination of this Lease, or at any time if requested by the Lessor or required pursuant to Environmental Laws, to remove from the

Lands and Building all Contaminants, and to remediate any contamination of the Lands or any adjacent or other affected property resulting from Contaminants, in either case brought onto, used at, created upon or released from the Lands by the Lessee or any person for whom the Lessee is at law responsible. The Lessee will perform these obligations promptly at its own cost and in accordance with Environmental Laws. All such Contaminants will remain the property of the Lessee, notwithstanding any rule of law or other provision of this Lease to the contrary and notwithstanding their degree of affixation to the Lands or Building; and

- (g) unless otherwise agreed to by the Lessor, the Lessee will, within a period not to exceed 180 days after the end of the Term, remove the Building and all foundations and debris from the Lands, save and except driveways, sidewalks and retaining walls, will remove and/or cap all utility services and will restore the Lands to a neat and level condition;
- (h) without limiting the generality of Article 14, to indemnify the Lessor, the Commission and their respective Personnel and contractors from any and all Losses (including the cost of remediation of the Lands and Building and any other affected property) arising from or in connection with:
  - (i) any breach of or non-compliance with the provisions of this Article 24 by the Lessee; or
  - (ii) the release or alleged release of any Contaminants at or from the Lands related to or as a result of the use and occupation of the Lands and Building by, or any act or omission of, the Lessee or any person for whom the Lessee is responsible at law.

The obligations of the Lessee under this Article 24 will survive the expiry or earlier termination of this Lease, and the obligations of the Lessee under this Article 24 are in addition to, and will not limit, the other obligations of the Lessee under this Lease.

## ARTICLE 25 NOTICES

### 25.1 Notices

All notices, demands and request which may or are required to be given pursuant to this Lease will be in writing and will be sufficiently given if served personally upon the party for which it is intended, or mailed prepaid and double registered:

- (a) in the case of the Lessor, addressed to:

City of Kelowna  
1435 Water Street  
Kelowna, BC V1Y 1J4  
Attention: Manager of Community Development & Real Estate

- (b) in the case of the Lessee or the Commission, addressed to:

British Columbia Housing Management Commission  
Suite 1701 - 4555 Kingsway  
Burnaby BC V5H 4V8  
Attention: Manager Real Estate Services

or at such other addresses as each of the parties may from time to time advise by notice in writing. Mortgagees will supply their respective mailing addresses to the Lessor and the Lessee. The date of receipt of any such notice, demand or request will be deemed to be the date of delivery if such notice, demand or request is served personally or if mailed as aforesaid on the fifth business day next following the date of such mailing; provided, however, that if mailed, should there be between the time of mailing and the actual receipt of the notice a mail strike, slow down of postal service or other labour dispute which affects the delivery of such notice, then such notice will be deemed to be received when actually delivered.

## ARTICLE 26 MISCELLANEOUS

### 26.1 Statements by Lessor

The Lessor and the Lessee agree that at any time and from time to time, upon not less than thirty (30) days prior request by the other party, each will execute, acknowledge and deliver to the other a statement in writing certifying:

- (a) that this Lease is unmodified and in full force and effect, or if there have been modifications, the nature of such modifications and that the same are in full force and effect as modified;
- (b) the dates to which the rent and any other amounts payable under this Lease have been paid; and
- (c) that to the best of the information and belief of the maker of the statements, the Lessor and the Lessee are not in default under any provision of this Lease, or, if in default, the particulars thereof.

### 26.2 Time of Essence

Time will be of the essence of this Lease, save as otherwise specified herein.

### 26.3 Formality of Modifications

This Lease may not be modified or amended except by an instrument in writing executed by the Lessor and the Commission or their successors or assigns, and by the Lessee or its successors or permitted assigns.

### 26.4 Captions and Headings

The captions and headings throughout this Lease are for convenience and reference only and the words and phrases contained therein will in no way be held or deemed to define, limit, describe explain, modify, amplify or add to the interpretation, construction or meaning of any provision of or the scope or intent of this Lease nor in any way affect this Lease.

26.5 Enurement

This Lease will extend to, be binding upon and enure to the benefit of the Lessor, the Commission and the Lessee, the successors and assigns of the Lessor and the Commission, and the successors and permitted assigns of the Lessee.

26.6 Covenants or Conditions

All of the provisions of this Lease will be deemed and construed to be conditions as well as covenants, as though the words specifically expressing or importing covenants or conditions were used in each separate provision hereof.

26.7 References

The words "herein", "hereby", "hereunder" and words of similar import refer to this Lease as a whole and not to any particular Article, section or subsection in this Lease.

26.8 Execution

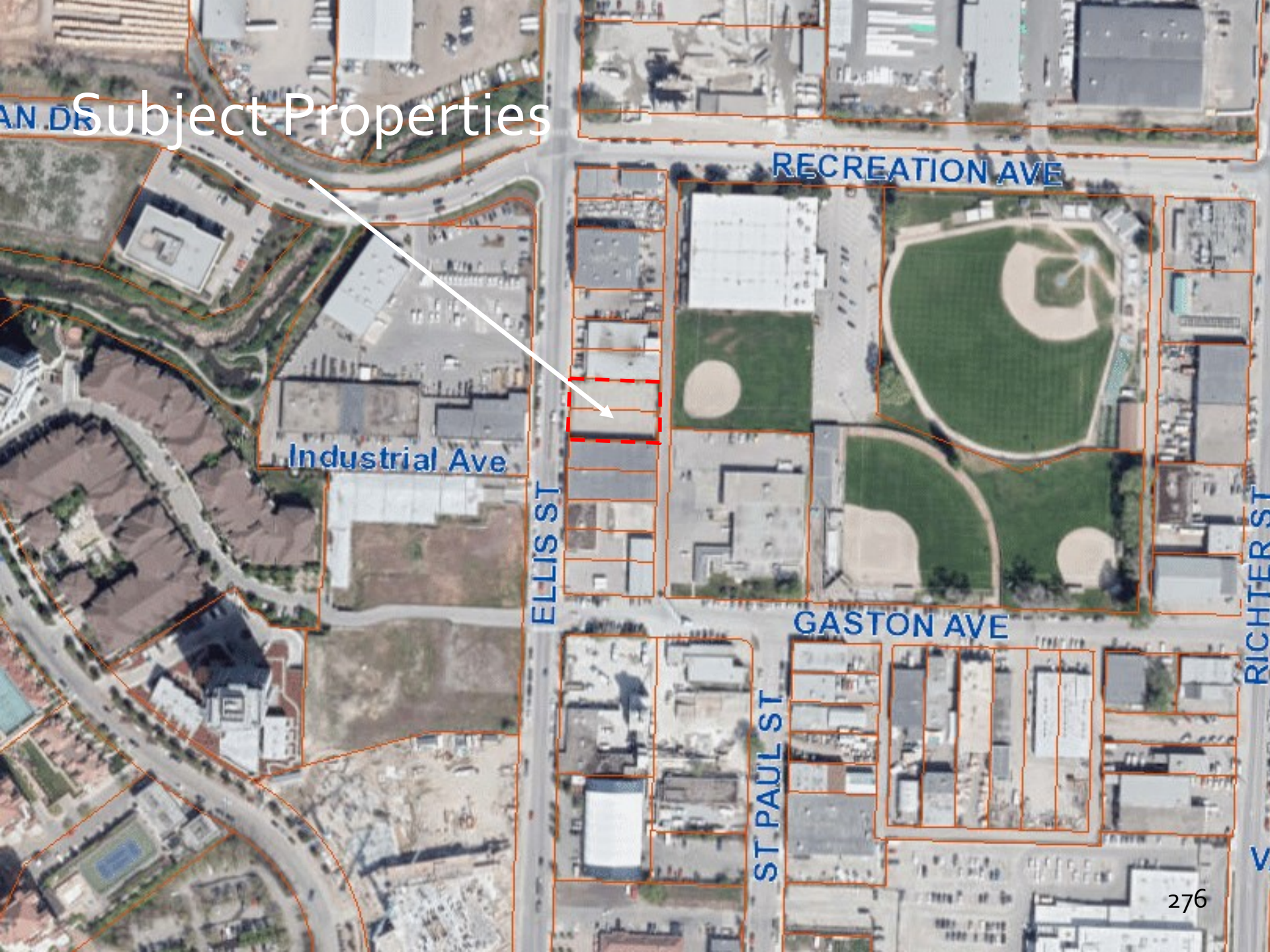
By signing the General Instrument, the parties have agreed to be bound by their respective obligations contained in this Lease.



# *Non-Market Lease*

*1055 & 1063 Ellis Street*

City of Kelowna



Subject Properties

RECREATION AVE

Industrial Ave

ELLIS ST

GASTON AVE

ST PAUL ST

RICHTER ST

276

# Agreement Highlights

- ▶ Type: Non-Market Land Lease
- ▶ Rationale: Supportive Housing
- ▶ Rent: \$1.00
- ▶ Term: 10 Years
- ▶ Renewals: N/A
- ▶ Operator: Canadian Mental Health Assoc.
- ▶ Land Strategy (2018) Guiding Principles:
  - ▶ Realize Civic Objectives



# Key Milestones

Date	Event/Activity
<b>Monday May 25</b>	Final council approval of 10-year land lease
<b>Late May</b>	Onsite signage
<b>June</b>	Onsite preparation and works begin
<b>Summer 2020</b>	Stakeholder follow-up as needed
<b>Summer 2020</b>	Neighborhood Information Session
<b>Summer 2020</b>	CAC convening
<b>Fall 2020</b>	Opening of facility



*"The City's actions align with strategic objectives to achieve a range of short and long-term benefits for the municipality and the residents of Kelowna"*

**City of Kelowna Land Strategy (2018)**



# Report to Council



**Date:** May 25, 2020

**To:** City Manager

**From:** Mike McGreer, Corporate Strategy & Performance Dept. Manager

**Subject:** Reporting progress on Council Priorities 2019 – 2022

**Department:** Corporate Strategy and Performance

Report Prepared by: Sigrun Geirsdottir, Performance Improvement Consultant

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## **Recommendation:**

THAT COUNCIL receive the report from the Corporate Strategy & Performance Dept. Manager dated May 2020 with respect to reporting progress in 2019 on Council Priorities 2019-2022;

AND THAT COUNCIL direct staff to report back on the 2020 progress for Council Priorities in spring 2021.

## **Purpose:**

To present the 2019 results of the progress report on Council Priorities 2019-2022.

## **Background:**

It's important to note that the report is focused on the results achieved in 2019. With COVID-19 much has changed in the past few months and staff will be conducting workshops with both Council and the Senior Leadership Team (SLT) to re-assess priority areas in the coming months and years.

Council Priorities 2019-2022, *Imagine Kelowna: vision into action*, released on April 29, 2019 identified priority areas where Council wants to see a difference during its term in office. It also identified the corporate results needed to ensure the organization delivers on Council's priorities and the vision put forth by the community through *Imagine Kelowna*. Given the combination of priorities and ever changing environment priorities will advance over the four-year term.

This document was an important milestone towards formalizing the City's strategic and business planning process. Other important steps include:

- annual action plans, published in January each year beginning in 2020, that define the specific projects being undertaken that year to advance Council's priorities and the City's business objectives; and
- public facing reports on the progress of Council priorities 2019-2022 each spring.

Publicly reporting progress on Council priorities 2019-2022 shows accountability for results and is a cornerstone of good governance. Transparent reporting also serves to build trust with citizens as well as

other community partners. And it encourages us to always aim to do better. Evaluating our progress is the first step in learning and continuously improving our results.

#### **Program Details:**

The key elements include:

- Subject matter experts collaboratively develop progress measures that present our best available evidence of progress (using existing measures and targets where possible);
- Senior Leadership Team (SLT) review and approve the progress measures proposed by the subject matter experts;
- Subject matter experts annually collect, analyze and present to SLT progress results; and
- SLT review and approve the progress results to be publicly reported.

The report is available online at [www.kelowna.ca/councilpriorities](http://www.kelowna.ca/councilpriorities) or directly at <https://opendata.kelowna.ca/pages/council-priorities>

Each of the 39 results statements has a measure that provides the best available evidence of our progress. The evidence may be quantitative or a narrative. The analysis of each measure answers four questions:

- Why is this important? The analysis speaks to the role of the City, what trends we want to see and illuminates limitations of the data.
- How are we doing? The analysis speaks to the rationale supporting the judgement of how we are doing (e.g. on track, no change).
- What are we doing? The text provides examples of activity underway in 2020.
- What is next? The text provides planned or potential future activity.

The analysis generates the value of the reporting. It is the analysis that forces us to think about our performance and opportunities for improvement, including clarifying the role of the City. For example, for the result “homelessness is decreasing” the City can convene partners to lead a coordinated local response; however it does not fund, build or operate supportive housing.

Overall the organization reported that:

- 26 results are trending in the right direction
- 10 results show no change or is the first year that data is available
- 3 results are not trending in the right direction.

This Council Report highlights the results for the Community Safety, Social & Inclusive, Economic Resiliency and Environmental Protection focus areas. The results within these areas are measures of community well-being where the City is working alongside its many partners to influence the trend. It is important to note the City’s level of influence varies by focus area and result. By contrast, the City has full control over the desired result “The number of urban centre development plans is increasing” within the Vibrant Neighborhood focus area. The reporting focuses on specific Council priorities, but not include the full scope of activity under the larger focus area (e.g. the Environmental Protection has several measures on how we respond to climate change, however does not cover topics such as the quality of our creeks and lakes).

## **Community Safety**

The result “Residents feel safe in their communities” is trending in the wrong direction. The primary reason for this is the presence of people without homes and related activities. In addition, citywide, residents think the most important crime related problems are breaking and entering / property crime and drug use.

The result “Crime rates are decreasing,” measured by the number of reported property offences, is trending in the wrong direction, despite violent crimes and other offences trending downward. To the extent this increase is reflecting an increase in actual property crime, several factors may be considered. For example, increased opportunities for property crime (e.g., unlocked vehicles and bikes), population growth and social conditions are correlates of crime which persist in our community.

In response, the City has made significant investments with seven RCMP member added in 2019 and eleven RCMP members budgeted for 2020. The report also highlights a range of new initiatives including increased online reporting, targeted initiatives, a CCTV registry, increasing the use of data analytics and working towards the implementation of a Community Court program for Kelowna.

## **Social and Inclusive**

The results “Homeless is decreasing” is trending in the right direction. In the absence of comprehensive system-wide data, we have had to rely on the bi-annual Point in Time (PiT) counts to provide benchmarks related to the changes in the number of people experiencing homelessness over time. The last counts were completed in 2016 and 2018 demonstrating a 20% increase in homelessness between these two years from 233 people to 286 people. A current priority includes enhancing our understanding of the dynamic and changing homelessness situation by improving our data collection. Going forward, the Built for Zero Canada approach will be applied to attain accurate and immediate data to track how people are flowing into and out of homelessness. This structured data-driven approach will inform planning and implementation of the Journey Home Strategy and will provide a more accurate measure of homelessness in our community.

The most recent PiT count data (2018) does not capture the significant progress the City and its partners have made since 2018, including 174 new housing units opened in 2019 and year to date in 2020. Currently, another 51 units are in development and scheduled to open later this year along with an additional 49 units that are currently under construction and expected to open in 2021. This addition of 274 housing units completed or under development since the start of the implementation of the Journey Home Strategy provides the strongest evidence that homeless is moving in the desired direction. A comprehensive list of other completed and planned initiatives that are contributing to moving the needle on addressing homelessness are available in the report.

## **Economic Resiliency**

The result for “The infrastructure deficit is decreasing” is trending in the right direction. The City has taken significant steps to reduce the deficit based on areas within its control, notably the introduction of an Infrastructure Levy in 2019 and a Park Development Cost Charge (DCC) in 2020 to increase the funding available for projects identified in the 10 Year Capital Plan.

The result for “City policies are enabling investment” is trending in the right direction due to the replacement underway of legacy business systems used to manage land development, construction activity, business licensing, and other permitting functions. Services will be accessible 24/7 from home, office or construction site on any electronic device. New features will include online applications, stream-lined payment options, paper-less inspection results, digital plan review, and a web portal for customers to view and manage their applications.

The results for both “Top talent is living in Kelowna” and “The economic impact of key sectors is increasing” are trending in the right direction. Regarding top talent, the City’s primary role is to focus on ‘quality of place’: dense, diverse, and culturally open urban environments that are a much more powerful conduit for prosperity. We are seeing an increase in post-secondary enrollment and the per cent of UBC – O students staying in the Okanagan after graduation. Regarding key sector impact, the city continues to benefit from the City’s investment in the Innovation Center and the internal-facing Business Investment Advisory service provides a thorough review and analysis of partnership and investment opportunities to ensure the benefits are maximized and recommend a course of action.

### **Environmental Protection**

The result for “Greenhouse Gas emissions are decreasing” is trending in the wrong direction. This measure reports on both community and corporate emissions. The assessment that performance is trending in the wrong direction aggregates both community and corporate emissions.

Community emissions are losing ground and have not been able to achieve the same degree of absolute emission reduction that was achieved in 2010 and are not currently on track for achieving a four per cent reduction below 2007 levels by 2023. Progression on absolute emission reductions is paramount to limiting the extent and impacts of climate change. The coordinated update to the Official Community Plan and Transportation Plan will help create a compact connected community, and variety of initiatives related to buildings, transportation and energy are underway that may help reverse this trend.

In 2018, the City of Kelowna produced 7,736 tonnes of CO<sub>2</sub>e from corporate operations. This is a 7% reduction from the 2007 baseline of 8,314 tonnes CO<sub>2</sub>. While this is trending in the right direction, there is still a significant amount of work required to achieve the short-term goal of 12% below 2007 levels by 2022, as well as to achieve the longer-term goal of 30% below 2007 levels by 2030.

#### **Next steps:**

The progress report will be used to inform work planning and budget direction for 2021, and inform continuous improvement in the organization. The next progress report is planned for spring 2021. Future progress reports will likely be presented earlier in the year because the online reporting site and process have now been built.

#### **Considerations applicable to this report:**

##### ***Existing Policy:***

Reporting annually on progress will support the implementation of Council Priorities 2019 – 2022.

***Financial/Budgetary Considerations:***

A 2020 budget request to build and maintain the dashboard was approved.

***Internal Circulation:***

Divisional Director, Arts, Living & Culture  
Divisional Director, Corporate & Protective Services  
Divisional Director, Infrastructure  
Divisional Director, Partnerships & Investments  
Community Safety Director  
Social Development Manager  
Policy & Planning Department Manager

**Considerations not applicable to this report:**

***Legal/Statutory Authority:***

***Legal/Statutory Procedural Requirements:***

***External Agency/Public Comments:***

***Communications Comments:***

Submitted by: M. McGreer, Corporate Strategy and Performance Dept. Manager

**Approved for inclusion:**



cc: SLT



# *Council priorities – 2019 progress report*

May 25, 2020





# 2019 progress report

- ▶ Strategy & progress reporting
- ▶ Progress reporting site
- ▶ Summary of 2019 progress
  - ▶ <https://www.kelowna.ca/councilpriorities>
  - ▶ <https://opendata.kelowna.ca/pages/council-priorities>

Council priorities 2019 - 2022, Imagine Kelowna: vision into action is about turning our community's Imagine Kelowna vision into reality. It identifies the strategic shifts, improvements and changes that are important to Council, the corporation and our community. Check our [Progress on results summary](#) or click through each section below to learn about how we are doing.

Council results: *what's important to residents*

Council results identify the areas where our residents want to see a difference. These are the services, programs, and infrastructure that help create a great place to live.



Corporate results: *what the organization must do to deliver results for residents*

Corporate results identify the areas where the City's administrative leadership will focus the organization to ensure we are a high-performance organization that delivers good value for money to our residents.



**Council priorities 2019-2022**  
Imagine Kelowna: vision into action

Our six focus areas balance the need to address our community's immediate challenges and prepare us for the future. A progress report will be delivered each year, starting in spring 2020. To see the specific details of results Council wants to achieve in these six focus areas, read the full strategic direction document [Council priorities 2019-2022](#) online at [kelowna.ca/councilpriorities](#).

Community safety	Social & inclusive
<b>Goal:</b> Crime is reduced & residents feel safe • Data and analytics are used to understand crime, address challenges and target solutions • Investments in safety resources	<b>Goal:</b> Fewer people will experience inclusion and diversity are increased • Policy is guiding where the City
<b>What we'll do:</b> • Community Safety & Well-being implementation • Expand Police and Crisis Team	

Transportation & mobility	Economic resiliency
<b>Goal:</b> Power-ups are made by our innovative • Emerging ride-sharing technologies to get around • Travel times are optimized	<b>Goal:</b> The infrastructure deficit is improved steadily • The impact of key sectors is
<b>What we'll do:</b> • Transportation Master Plan • Ethical & Sustainable Active Transportation Corridors • Central/Cities pedestrian hub • Downtown Parking Management • More community conversations	<b>What we'll do:</b> • Intelligent Cities Strategy • Asset Management System • Software system replacement for land development

**Citizen focused**  
Council is committed to working together to advance what is important to residents in the community.  
• Making connections and providing direction  
• Making better communities in parts, is important  
• City, the issues we work together

**The way we work**  
Council is committed to working together to advance what is important to residents in the community.

**City administration**  
The City's administrative leadership will focus on three areas to support Council in delivering on their priorities.  
• Strong financial management  
• Clear direction  
• The right people

**Continuous improvement**  
Council is united by its pragmatic leadership style and a desire to continuously improve beyond the status quo. Decisions grounded in evidence empower Council to be adaptable and open to adjusting the way forward as new information becomes available.

[kelowna.ca/councilpriorities](#)



# Progress reporting site: main landing page

Council priorities 2019- 2022 | Imagine Kelowna: vision into action

Progress on results | 2019

[Council priorities 2019 - 2022](#), [Imagine Kelowna: vision into action](#) is about turning our community's [Imagine Kelowna](#) vision into reality. It identifies the strategic shifts, improvements and changes that are important to Council, our City administration, and our community. Check our [Progress on results summary](#) for an at-a-glance look or click through each section below to learn more about how we are doing.

## Council results: *What's important to residents*

Council results identify the areas where our residents want to see a difference. These are the services, programs, and infrastructure that help create a great place to live.

### Community safety



[Click to view progress on results](#)

### Social & inclusive



[Click to view progress on results](#)

### Transportation & mobility



[Click to view progress on results](#)

### Vibrant neighbourhoods




### Economic resiliency





### Environmental protection



# Progress on results summary 2019

 **On track:**  
trending in the  
desired direction



























 **No change:**  
minimal change  
OR new measure

 **Needs improvement:**  
not trending in the  
desired direction





**Community indicator:**  
measure of community  
well-being where the City  
is working alongside its  
many partners to  
influence the trend

## Imagine Kelowna: vision into action

### Council priorities

Community safety	Social & inclusive	Transportation & mobility	Vibrant neighbourhoods	Economic resiliency	Environmental protection
 Crime rates are decreasing	 Homelessness is decreasing	 Investments are connecting high density areas	 Number of urban centre development plans is increasing	 Infrastructure deficit is reduced	 Resiliency & adaptability to climate change
		 More trips by transit, carpooling, cycling & walking	 Site design & architecture is high quality, context sensitive	 City policies are enabling investment	 Greenhouse gas emissions are decreasing
 Residents feel safe	 Policy guides where the City invests resources	 Travel times are optimized	 Affordable & attainable housing mix options	 Top talent is living in Kelowna	 Predictive modelling & forecasting
		 Emerging technologies make it easier to get around	 Accessible and multi-purpose amenities		
 Data and analysis is used to understand problems & target responses	 Inclusivity and diversity are increasing	 More opportunities to learn about transportation	 Animated parks & public spaces	 Key economic sector impact is increasing	 Emergency response & preparation
		 People of all ages & abilities can easily get around	 Key sites are proactively planned		

### Corporate

Financial management					
 Lower value activities are improved or stopped	 Non-tax revenues are increasing			 Cost to deliver services is quantified	
Clear direction					
 Common understanding of future direction	 Progress on results is measured, monitored & reported	 Divisional business plans are created	 Divisions have and use performance measures	 Innovation is encouraged and supported	 Services, processes & business activities are transformed
People					
 Ability to attract, select & retain talent	 Collaboration is improving problem solving		 Staff engagement has increased		 Organizational values prepare us for the future

289

# Community Safety

Crime rates are decreasing



Click or scroll down for details on this result

Residents feel safe



Click or scroll down for details on this result

Data and analysis is used to  
understand problems & target  
responses



Click or scroll down for details on this result

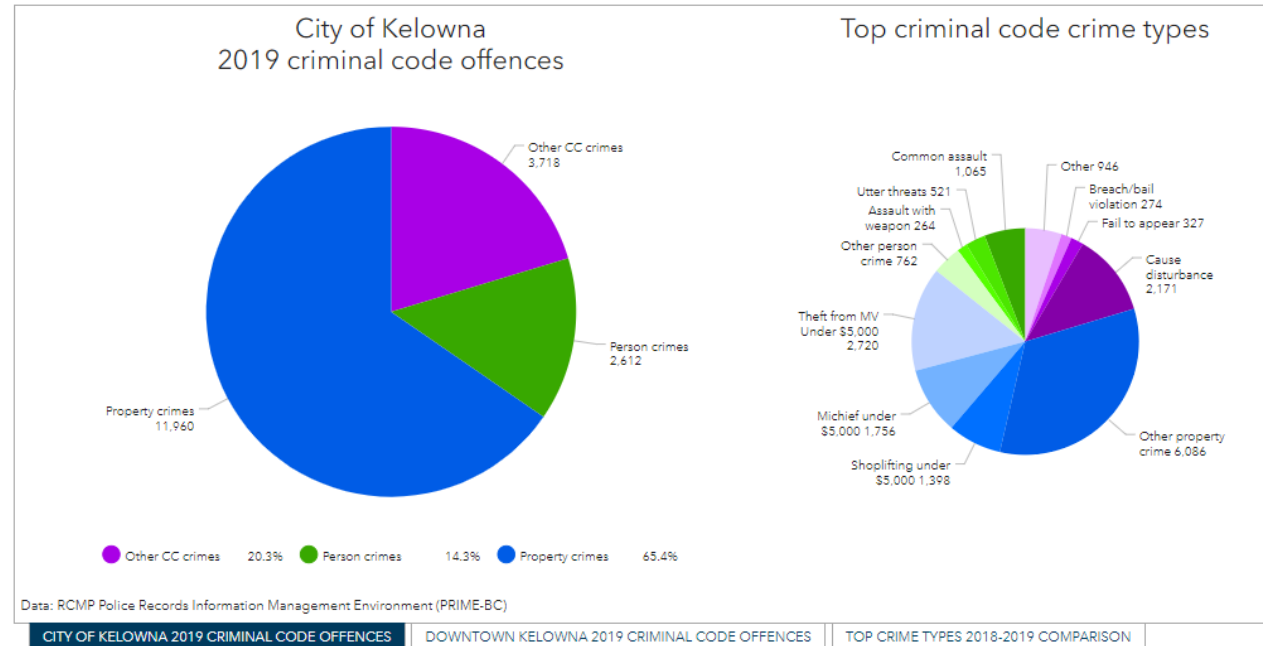


# Progress reporting site: individual results

The property crime, petty crime and drug crime rates are decreasing.

Crime rates are a key benchmark for community safety.

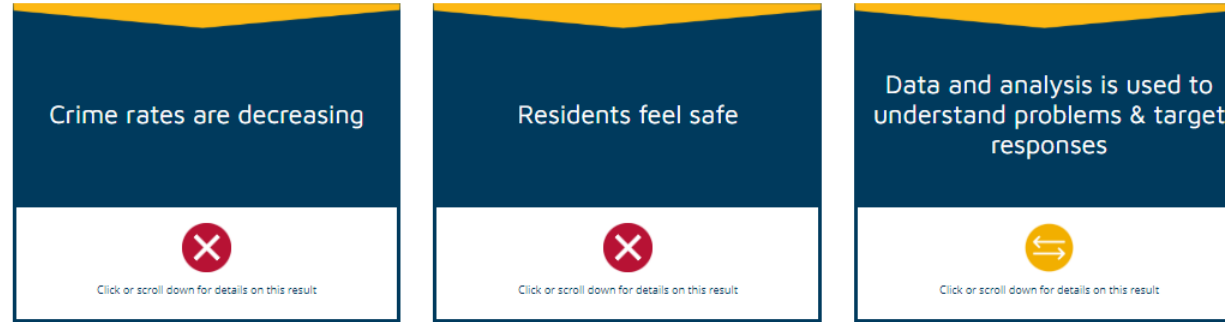
✗ Number of reported offences



- + Why is this important?
- + How are we doing?
- + What are we doing?
- + What's next?

# Progress reporting site: focus area pages

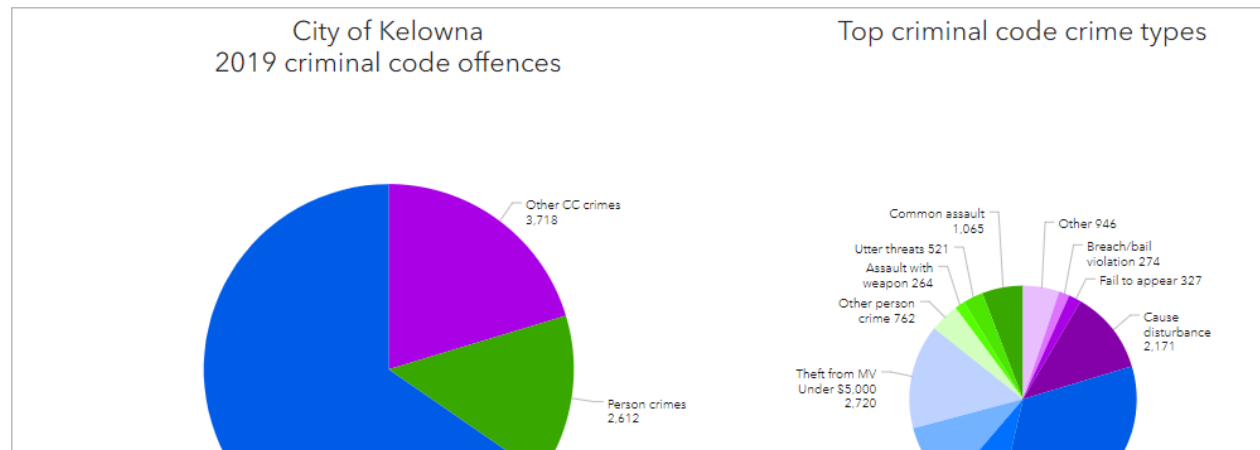
## Community safety



The property crime, petty crime and drug crime rates are decreasing.

Crime rates are a key benchmark for community safety.

**X** Number of reported offences



# Social & inclusive

Homelessness is decreasing



[Click or scroll down for details on this result](#)

Policy guides where the City invests resources



[Click or scroll down for details on this result](#)

Inclusivity and diversity are increasing



[Click or scroll down for details on this result](#)

# Transportation & mobility

Investments are connecting  
high density areas



Click or scroll down for details on this result

More trips by transit,  
carpooling, cycling & walking



Click or scroll down for details on this result

Travel times are optimized



Click or scroll down for details on this result

Emerging technologies make it  
easier to get around



Click or scroll down for details on this result

More opportunities to learn  
about transportation



Click or scroll down for details on this result

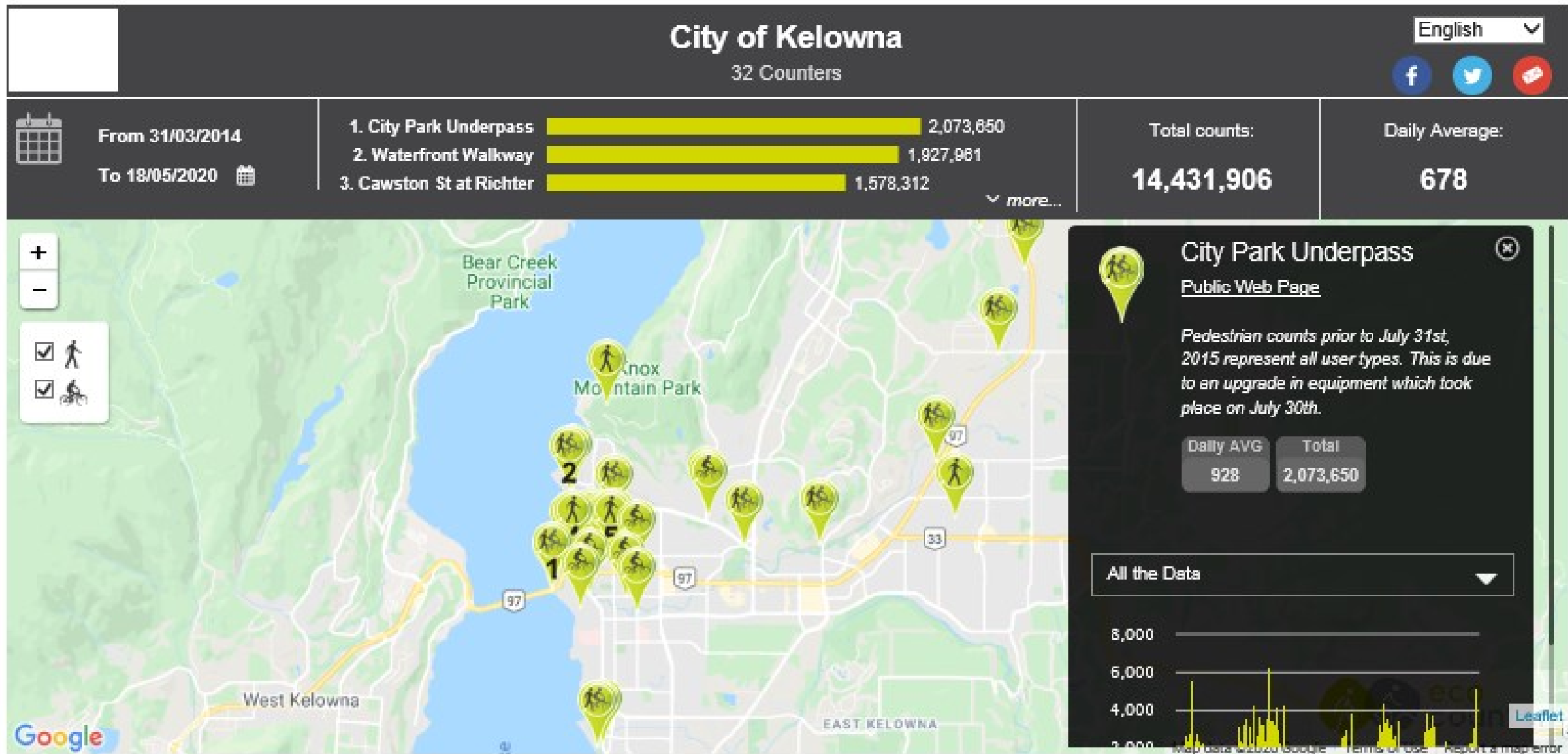
People of all ages & abilities  
can easily get around



Click or scroll down for details on this result



# Trips by transit, biking & walking





# Vibrant neighbourhoods

Number of urban centre  
development plans is  
increasing



Click or scroll down for details on this result

Site design & architecture is  
high quality, context sensitive



Click or scroll down for details on this result

Affordable & attainable  
housing mix options



Click or scroll down for details on this result

Accessible and multi-purpose  
amenities



Click or scroll down for details on this result

Animated parks & public  
spaces



Click or scroll down for details on this result

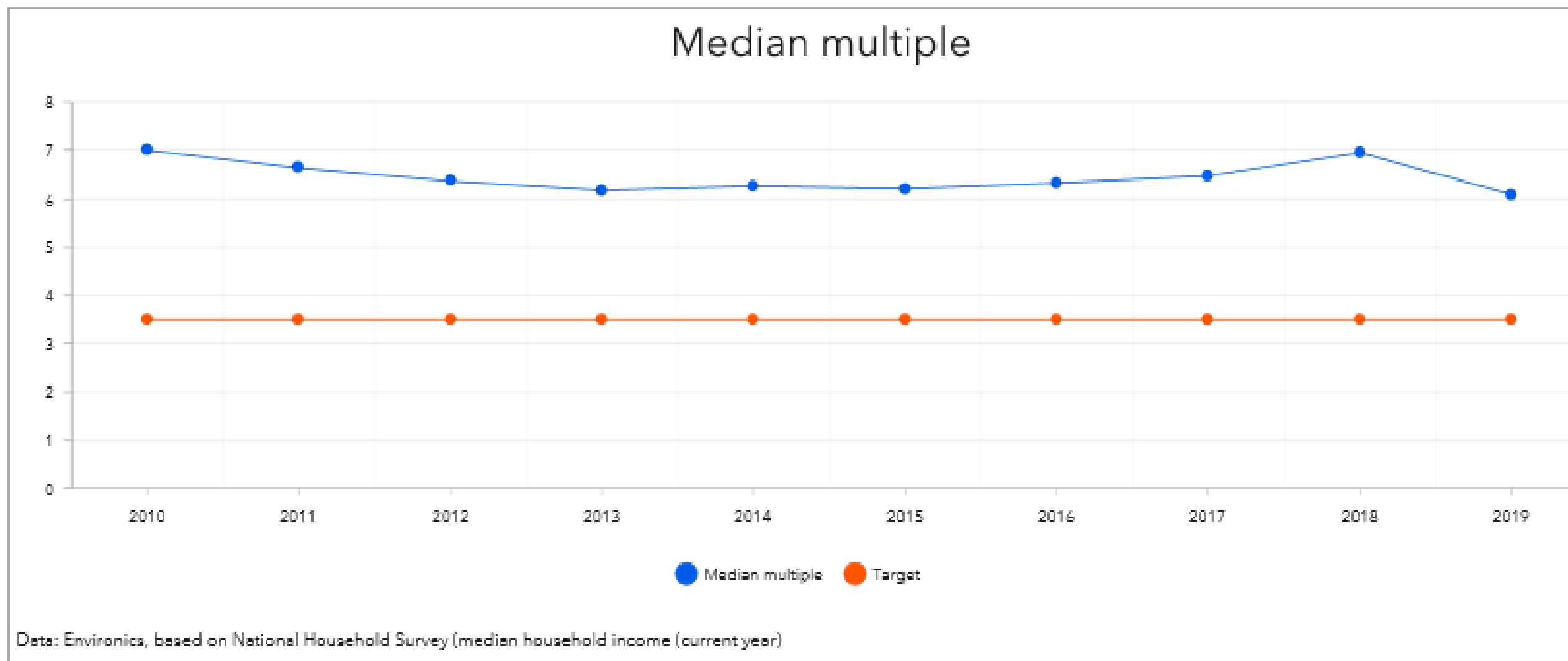
Key sites are proactively  
planned



Click or scroll down for details on this result

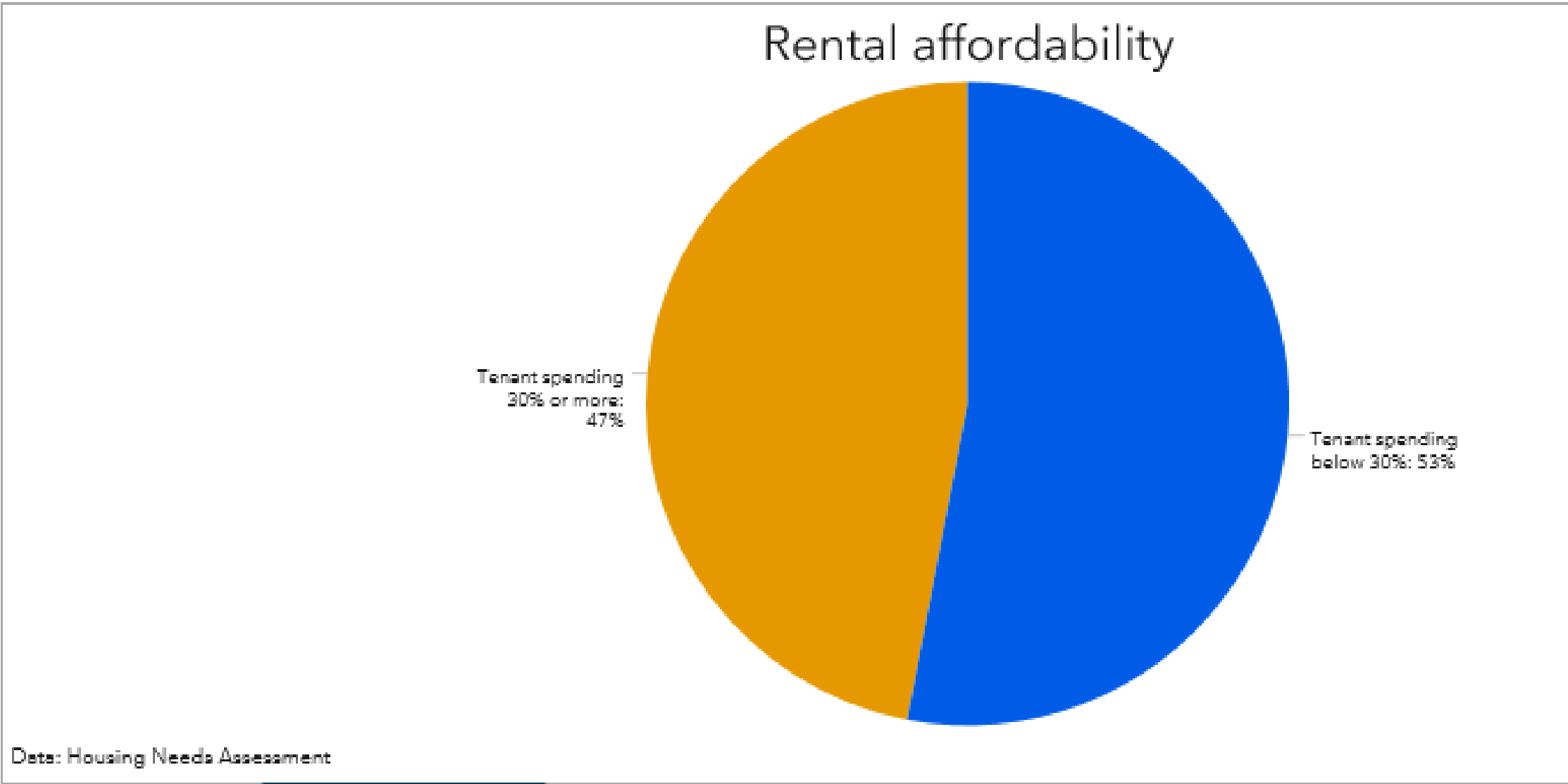
City of Kelowna

## Median multiple & Rental affordability



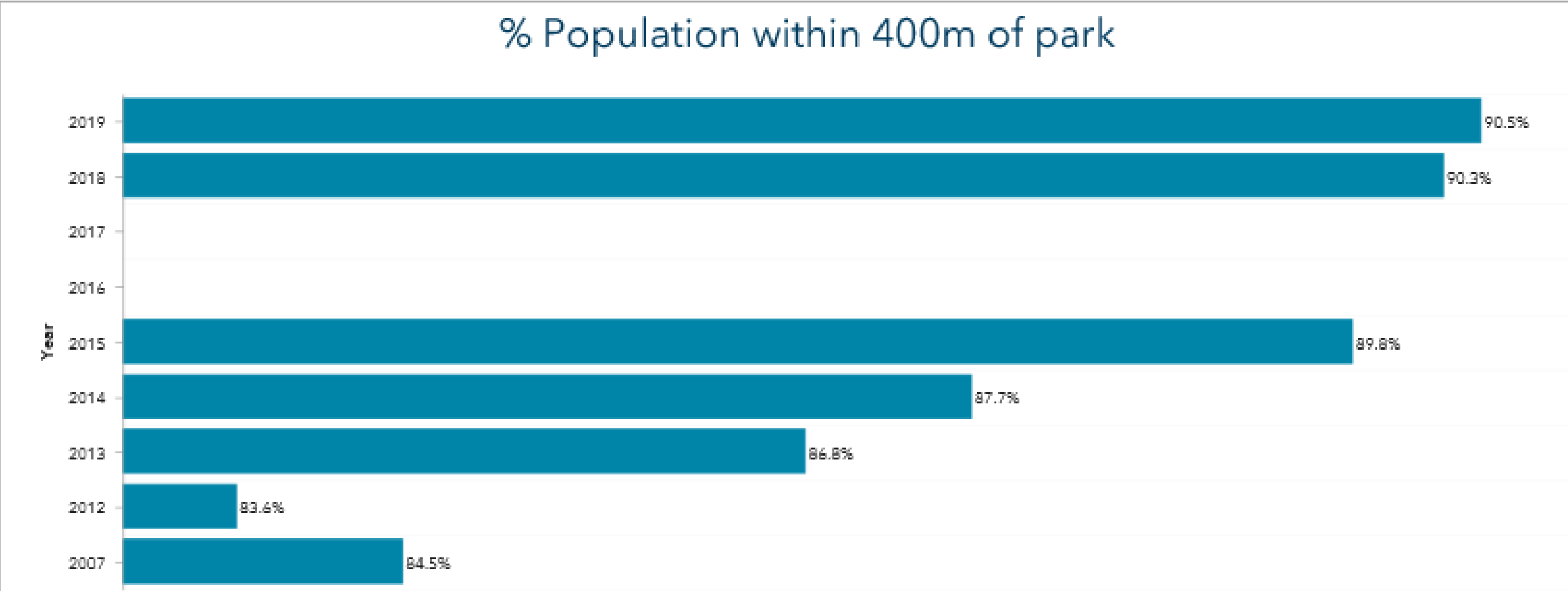
MEDIAN MULTIPLE

RENTAL AFFORDABILITY





# Proximity to parks & recreation



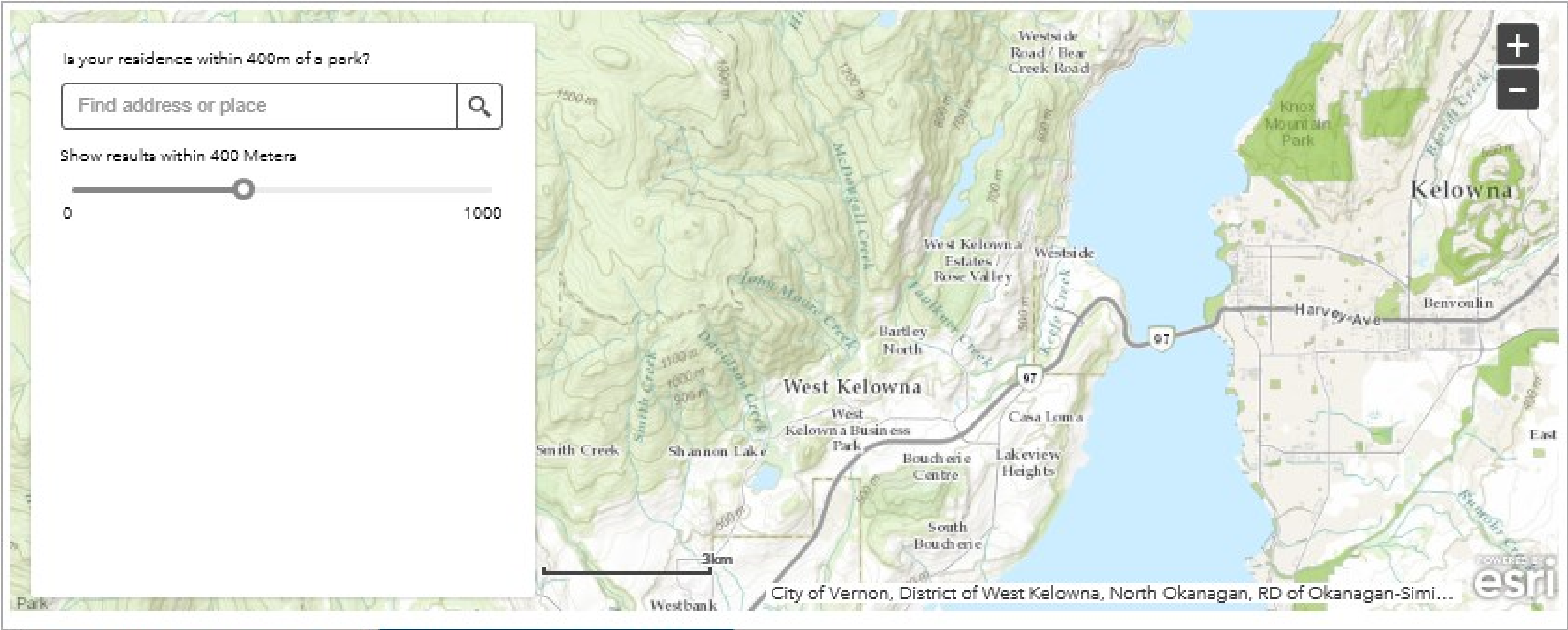
Data: Census data & City of Kelowna, no reliable data available for 2016-2017

% POPULATION WITHIN 400M OF PARK

IS YOUR RESIDENCE CLOSE TO A PARK?



# Proximity to parks & recreation



% POPULATION WITHIN 400M OF PARK

IS YOUR RESIDENCE CLOSE TO A PARK?



# Economic resiliency

Infrastructure deficit is reduced



[Click or scroll down for details on this result](#)

City policies are enabling investment



[Click or scroll down for details on this result](#)

Top talent is living in Kelowna



[Click or scroll down for details on this result](#)

Key economic sector impact is increasing

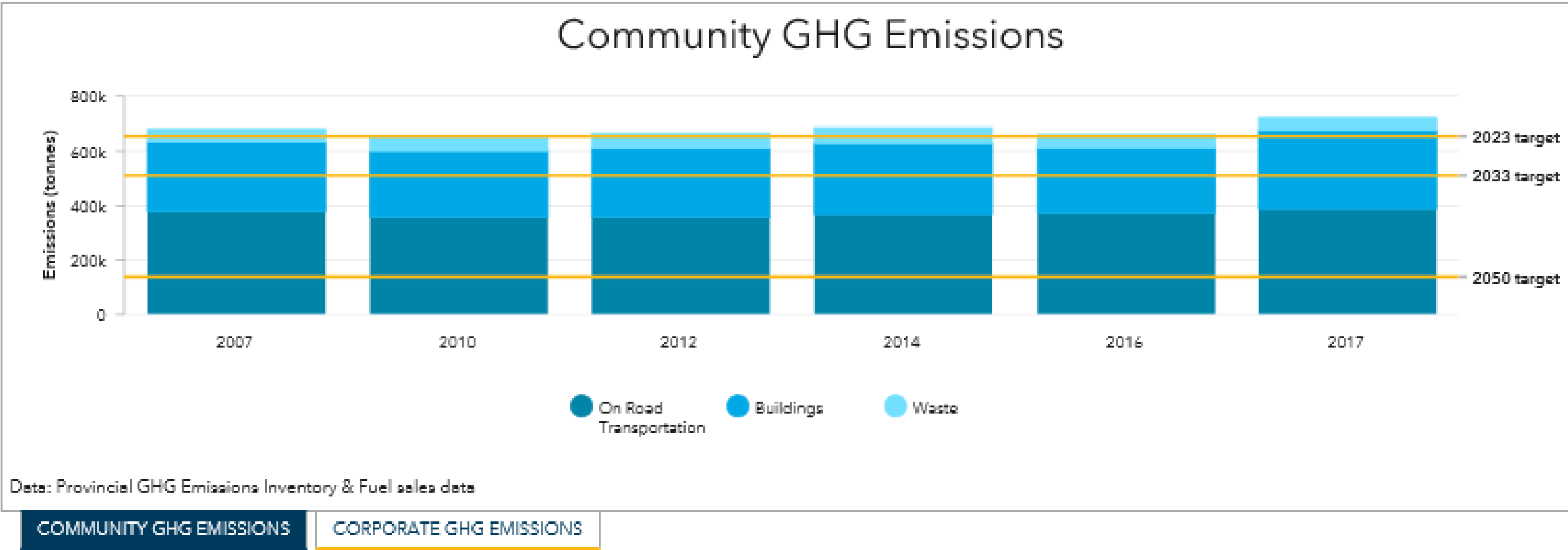


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City of Kelowna

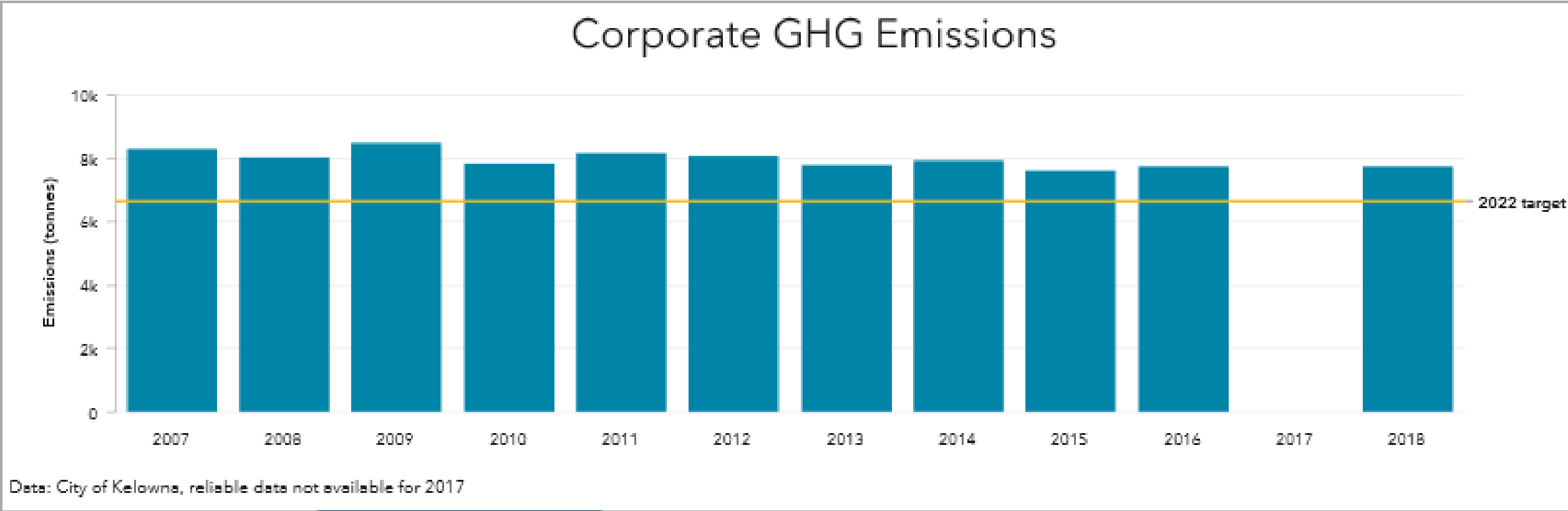
# Environmental protection







# GHG emissions



COMMUNITY GHG EMISSIONS

CORPORATE GHG EMISSIONS

# Financial management

Lower value activities are improved or stopped



[Click or scroll down for details on this result](#)

Non-tax revenues are increasing



[Click or scroll down for details on this result](#)

Cost to deliver services is quantified



[Click or scroll down for details on this result](#)

# Clear direction

Common understanding of future direction



Click or scroll down for details on this result

Progress on results is measured, monitored & reported



Click or scroll down for details on this result

Divisional business plans are created



Click or scroll down for details on this result

Divisions have and use performance measures



Click or scroll down for details on this result

Innovation is encouraged & supported



Click or scroll down for details on this result

Services, processes & business activities are transformed



Click or scroll down for details on this result



# People

