City of Kelowna Regular Council Meeting AGENDA



Monday, June 15, 2020 1:30 pm Council Chamber

City Hall, 1435 Water Street **Pages** Call to Order 1. 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. 6 - 10 **Confirmation of Minutes** 2. PM Meeting - June 1, 2020 **Development Application Reports & Related Bylaws** 3. Rose Rd 3455 - A19-0019 FH19-0007 - Nirmal Singh Dhaliwal and Rimplejeet Kaur 11 - 46 3.1 Dhaliwal To consider an application to the Agricultural Land Commission for a Non-Adhering Residential Use Permit application to allow Temporary Farm Worker Housing to accommodate 24 seasonal farm workers on the subject property. 47 - 67 Fitzpatrick Road 729 - Z20-0016 (BL12050) - Marian Beatrice Gruber 3.2 To consider an application to rezone the subject property from the A1-Agriculture 1 zone to the I2 – General Industrial zone and the P3 – Parks and Open Space zone, to facilitate the use of the subject property for an industrial development, and to dedicate a portion of the property as parkland. 68 - 69 Fitzpatrick Road 729 - BL12050 (Z20-0016) - Marian Beatrice Gruber 3.3

To give Bylaw No.12050 first reading.

3-4	Timberline Rd 178 - Z18-0069 (BL12051) - Michael Lanan Stang	70 - 84
	To consider an application to rezone the subject property from the A1 – Agriculture 1 zone to the RR1c – Rural Residential 1 with Carriage House zone to facilitate the development of a carriage home, and to waive the Public Hearing.	
3.5	Timberline Rd 178 - BL12051 (Z18-0069) - Michael Lanan Stang	85 - 85
	To give Bylaw No. 12051 first reading.	
3.6	Landsdowne Pl 1990 - Z19-0116 (BL12052) - Raul Holdings Inc., Inc. No. BC0968428	86 - 103
	To consider an application to rezone the subject property from the C10 – Service Commercial zone to the C10rcs – Service Commercial (Retail Cannabis Sales) zone to facilitate a retail cannabis sales establishment.	
3.7	Landsdowne Pl 1990 - BL12052 (Z19-0116) - Raul Holdings Inc., Inc. No. BC0968428	104 - 104
	To give Bylaw No. 12052 first reading.	
3.8	Old Vernon Rd 175, Rutland Ct 2053, 2065 and 2115 OCP18-0005 (BL12053) Z18-0019 (BL12054) TA18-0011 (BL12055) - Reid's Crossing Development Inc. Inc. No. BC1165652 and City of Kelowna	105 - 129
	To amend the Official Community Plan to change the future land use designation of the subject properties to SC – Service Commercial and to rezone the subject properties to the C10lp – Service Commercial (Liquor Primary) zone with a site-specific text amendment to permit additional retail and commercial uses.	
3.9	Old Vernon Rd 175, Rutland Ct 2053, 2065 and 2115 BL12053 (OCP18-0005) - Reid's Crossing Dev. Inc & City of Kelowna	130 - 131
	To give Bylaw No. 12053 first reading.	
3.10	Old Vernon Rd 175, Rutland Ct 2053, 2065 and 2115 - BL12053 (Z18-0019) - Reid's Crossing Dev. Inc & City of Kelowna	132 - 132
	To give Bylaw No. 12054 first reading.	
3.11	Old Vernon Rd 175, Rutland Ct 2053, 2065 and 2115 OCP18-0005 BL12055 (TA18-0011) - Reid's Crossing Dev. Inc & City of Kelowna	133 - 134
	To give Bylaw No. 12055 first reading.	
3.12	Pandosy St 2340 - Z19-0135 (BL12056) - 1128710 B.C. Ltd. Inc. No BC1128710	135 - 154
	To consider an application to rezone the subject property from RU1 - Large Lot Housing zone to HD3 - Health Services Transitional to facilitate the development of a medical services building, and to waive the Public Hearing.	

3.13	Pandosy St 2340 - BL12056 (Z19-0135) - 1128710 B.C. Ltd. Inc. No BC1128710	155 - 155
	To give Bylaw No. 12056 first reading.	
3.14	Supplemental Report - Snowsell St N 470 - Z20-0009 (BL12035) - Grant Douglas Vestner	156 - 157
	To receive a summary of correspondence for Rezoning Bylaw No. 12035 and to give the bylaw further reading consideration.	
3.15	Snowsell St N 470 - BL12035 (Z20-0009) - Grant Douglas Vestner	158 - 158
	To give Bylaw No. 12035 second and third reading.	
3.16	Supplemental Report - Glenmore Dr 850 - Z20-0022 (BL12036) - James (Scott) and Jennifer Dakin- Correspondence Received RTC	159 - 160
	To receive a summary of correspondence for Rezoning Bylaw No. 12036 and to give the bylaw further reading consideration.	
3.17	Glenmore Dr 850 - BL12036 (Z20-0022) - James (Scott) and Jennifer Dakin	161 - 161
	To give Bylaw No. 12036 second and third reading and be adopted.	
3.18	Supplemental Report - Knowles Rd 472 - Z20-0029 (BL12043) - Amarjit Hundal, Jaswinder Nahal, Harminder and Gurdip Dhillon	162 - 163
	To receive a summary of correspondence for Rezoning Bylaw No. 12043 and to give the bylaw further reading consideration.	
3.19	Knowles Rd 472 - BL12043 (Z20-0029) - Amarjit Hundal, Jaswinder Nahal, Harminder and Gurdip Dhillon	164 - 164
	To give Bylaw No. 12043 second and third reading.	
Bylaw	s for Adoption (Development Related)	
4.1	Underhill St 1940, BL11941 (LUC18-0004) - 1940 Underhill Developments Corp.	165 - 165
	Requires 2/3 of all members of Council present.	
	To amend and adopt Bylaw No. 11941 to discharge Land Use Contract LUC76-1039.	
4.2	Bach Rd 125 - BL12033 (Z20-0024) - Robert G Johnston and Deborah M Johnston	166 - 166
	To adopt Bylaw No. 12033 in order to rezone the subject property from the RU1 – Large Lot Housing zone to the RU1c – Large Lot Housing with Carriage House zone.	

5. Non-Development Reports & Related Bylaws

5.1	Ironman Properties Ltd. Lease Agreement Amendment	167 - 170
	To obtain Council's approval to extend the term of the land lease with Ironman Properties Ltd. from 20 years to 25 years.	
5.2	Wastewater Utility Update 2020 and Wastewater Utility Rates 2021	171 - 190
	To provide Council with information on wastewater utility operations and to obtain approval for wastewater utility rates for 2020, 2021 and 2022.	
5.3	BL12057 - Amendment No. 37 to Sewerage System User Bylaw No. 3480	191 - 192
	To give Bylaw No. 12057 first, second and third reading and be adopted.	
5-4	Water Utility 2020 Update	193 - 213
	To provide Council an update on the status of the Water Utility, upcoming initiatives and drivers to ensure that the Utility remains sustainably funded.	
5.5	Water Rates 2021	214 - 234
	To set the 2021 rates for the Kelowna Water Utility.	
5.6	Overview of Shared Micromobility in Kelowna	235 - 237
	To update Council on proposed e-scooter use in the Downtown and the Bikeshare (Micromobility) Permit Program.	
5.7	Regional Transportation Plan - Draft	238 - 301
	To provide Council with an update on STPCO activities and provide an overview of the Draft Regional Transportation Plan and its sub-components: The Draft Regional Bicycling and Trails Master Plan and Draft Regional Disruptive Mobility Strategy.	
5.8	Surtees Heritage Award	302 - 312
	To receive a 2020 Central Okanagan Heritage Society Award for the Surtees Heritage Site.	
5.9	Rental Housing Revitalization Tax Exemption Agreements — June 2020	313 - 369
	To bring forward three rental housing tax exemption agreements in accordance with the Revitalization Tax Exemption Program Bylaw No. 9561 for Council consideration.	
5.10	Update on Environmental Protection Council Priority	370 - 413
	To update Council on initiatives related to the Council priority of environmental protection and climate action.	

- 6. Resolutions
 - 6.1 Draft Resolution Council Advisory Committee Reinstatement

414 - 414

- 7. Mayor and Councillor Items
- 8. Termination



City of Kelowna Regular Council Meeting Minutes

Date:

Location:

Monday, June 1, 2020

Council Chamber

City Hall, 1435 Water Street

Members Present

Mayor Colin Basran, Councillors Maxine DeHart, Ryan Donn, Gail

Given, Brad Sieben, Mohini Singh and Luke Stack

Members Participating Remotely

Councillor Charlie Hodge

Members Absent

Councillor Loyal Wooldridge

Staff Present

City Manager, Doug Gilchrist; City Clerk, Stephen Fleming, Director, Planning & Development Services, Ryan Smith*; Community Planning & Development Manager, Dean Strachan*; Planner Specialist, Alex Kondor*, Property Management Manager, JoAnne Adamson*; Divisional Director, Active Living & Culture, Jim Gabriel*; Cultural Services Manager, Christine McWillis*; Divisional Director, Financial Services, Genelle Davidson*; Policy & Planning Department Manager, Danielle Noble-Brandt*; Sustainability Coordinator, Tracy Guidi*; Energy Program Manager, Brydan Tollefson*; Legislative Coordinator (Confidential), Arlene McClelland

(* Denotes partial attendance)

Call to Order

Mayor Basran called the meeting to order at 1:32 p.m.

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

Confirmation of Minutes

Moved By Councillor Donn/Seconded By Councillor Given

<u>R0403/20/06/01</u> THAT the Minutes of the Regular Meetings of May 25, 2020 be confirmed as circulated.

Carried

3. Development Application Reports & Related Bylaws

3.1 Gordon Dr 4382 - Z20-0015 (BL12049) - Amanda Maccormack and Donald Maccormack

Staff:

- Displayed a PowerPoint Presentation summarizing the application.

Moved By Councillor Sieben/Seconded By Councillor Stack

<u>R0404/20/06/01</u> THAT Rezoning Application No. Z20-0015 to amend the City of Kelowna Zoning Bylaw No. 8000 by changing the zoning classification of Lot 1 District Lot 358 ODYD Plan 15098, located at 4382 Gordon Drive, Kelowna, BC from the RU1 – Large Lot Housing 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 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 June 1, 2020;

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

<u>Carried</u>

3.2 Gordon Dr 4382 - BL12049 (Z20-0015) - Amanda Maccormack and Donald Maccormack

Moved By Councillor Singh/Seconded By Councillor Donn

R0405/20/06/01 THAT Bylaw No. 12049 be read a first time.

Carried

3.3 Supplemental Report - Bach Rd 125 - Z20-0024 (BL12033) - Robert G Johnston and Deborah M Johnston

Moved By Councillor Donn/Seconded By Councillor Given

<u>Ro4o6/20/06/01</u> THAT Council receives, for information, the report from the Office of the City Clerk dated June 1, 2020 with respect to the summary of correspondence received for Zoning Bylaw No. 12033;

AND THAT Rezoning Bylaw No. 12033 be forwarded for further reading consideration.

Carried

3.4 Bach Rd 125 - BL12033 (Z20-0024) - Robert G Johnston and Deborah M Johnston

Moved By Councillor Singh/Seconded By Councillor Donn

R0407/20/06/01 THAT Bylaw No. 12033 be read a second and third time.

Carried

- 4. Non-Development Reports & Related Bylaws
 - 4.1 Consolidated Sidewalk Seating Program Guidelines 2020 Bernard Avenue

Staff:

 Displayed a PowerPoint Presentation summarizing the consolidated Sidewalk Seating Program Guidelines governing the patio program during the 2020 season and responded to questions from Council.

Moved By Councillor Singh/Seconded By Councillor Donn

<u>R0408/20/06/01</u> THAT Council receive, for information, Consolidated Sidewalk Seating Program Guidelines 2020 report from the Real Estate department dated June 1, 2020;

AND THAT Council endorse the Consolidated Sidewalk Seating Program Guidelines 2020 as outlined in the report from the Real Estate department dated June 1, 2020, which replace the Consolidated Sidewalk Seating Program Guidelines 2019;

AND FURTHER THAT Bylaw No. 12045 being Amendment No. 38 to Traffic Bylaw No. 8120 be given reading consideration and final adoption

Carried

4.2 BL12045 - Amendment No. 38 to Traffic Bylaw No. 8120

Moved By Councillor Donn/Seconded By Councillor Singh

R0409/20/06/01 THAT Bylaw No. 12045 be read a first, second and third time and be adopted.

Carried

4.3 Sister Cities Policy Update

Staff:

 Displayed a PowerPoint Presentation outlining the proposed amendments to the Sister Cities Policy and responded to questions from Council.

Moved By Councillor Stack/Seconded By Councillor DeHart

<u>Ro410/20/06/01</u> THAT Council receives, for information, the report from the Active Living and Culture Services Department, dated June 1, 2020, regarding the Sister Cities Policy;

AND THAT Council Policy No. 355, being the Sister Cities Policy, be revised as outlined in the Report from the Cultural Services Manager, dated June 1, 2020.

<u>Carried</u>

4.4 Cultural Policy 274 Update

Staff:

Displayed a PowerPoint Presentation outlining the proposed amendments to the Cultural Policy.

Moved By Councillor Given/Seconded By Councillor DeHart

<u>Ro411/20/06/01</u> THAT Council receives, for information, the report from the Active Living & Cultural Services Department, dated June 1, 2020, regarding the Cultural Policy;

AND THAT Council Policy No. 274, being the Cultural Policy, be revised as outlined in the Report from Cultural Services Manager, dated June 1, 2020.

Carried

4.5 Kelowna Community Theatre Operating Models Review

Staff:

- Displayed a PowerPoint Presentation summarizing the Value for Money Audit Program, including results from the Kelowna Community Theatre Operating Models review audit and responded to questions from Council.

Audio-video feed for Councillor Hodge temporarily lost between approximately 1:56 p.m. to 1:59 p.m.

Moved By Councillor Sieben/Seconded By Councillor Donn

<u>R0412/20/06/01</u> THAT Council receives for information the report from the Active Living & Culture Services Department, dated June 1, 2020, regarding the Kelowna Community Theatre Operating Model Review.

Carried

4.6 COVID 19 Sport and Recreation Reopening Framework

Staff:

 Displayed a PowerPoint Presentation summarizing the proposed approach to the re-opening of Sport and Recreation as part of the COVID-19 response and responded to questions from Council.

Moved By Councillor Given/Seconded By Councillor Donn

<u>R0413/20/06/01</u> THAT Council receives for information the report from the Active Living & Culture Services Department, dated June 1, 2020, regarding the framework and approach to reopening City-operated sport and recreation facilities and reactivating programs.

Carried

4.7 Climate Action Revenue Incentive Program Public Report for 2019

Staff:

- Displayed a PowerPoint Presentation summarizing the progress made in 2019 and responded to questions from Council.

Moved By Councillor Given/Seconded By Councillor DeHart

<u>R0414/20/06/01</u> THAT Council receives, for information, the report from Policy & Planning and Building Services, dated June 1, 2020, with respect to the Climate Action Revenue Incentive Program Public Report;

AND THAT the 2020 Financial Plan be amended to increase both the revenue and the associated contribution to the Energy Management Rebate Reserve budget by \$354,090 as a result of the Climate Action Revenue Incentive Program grant.

Carried

5. Resolutions

5.1 Draft Resolution - 2020 Council Meeting Schedule Changes

Moved By Councillor Stack/Seconded By Councillor DeHart

<u>R0415/20/06/01</u> THAT the Pre-Budget Meeting of Council scheduled to be held on June 17, 2020 be rescheduled to September 10, 2020;

AND THAT Public Hearings and Tuesday Regular Meetings be held with applications scheduled for individual times and with start times as early as 4:00 pm until the Order of the Provincial Health Officer regarding Mass Gathering Events is lifted.

Carried

6. Mayor and Councillor Items

Councillor Stack:

- Made comment on the number of people in the downtown core and encouraged citizens to visit downtown.
- Made comment on the new public washrooms on Queensway Avenue.

Councillor DeHart:

- Commended the Mayor and WFN Chief for their efforts in raising over \$10,000.00 each for the Okanagan College's Haircuts for Health Care campaign.

Councillor Sieben:

- Commented on the Province moving into Phase 2 of re-opening communities and recognized that there are many different views within the community, however, it is important to follow the advice of the Public Health Officer.

Councillor Donn:

- Spoke to a community fundraiser concert on June 5th for the Central Okanagan Food Bank.
- Thanked the CEA's and Custodians for preparing the schools for re-opening.

Councillor Given:

- The website for the Fundraising Concert on June 5th is cofoodbank.com.

7. Termination

This meeting was declared terminated at 3:04 p.m.

Mayor Basran

/acm

REPORT TO COUNCIL



Date: June 15th, 2020

To: Council

From: City Manager

Department: Development Planning Department

Application: A19-0019 and FH19-0007 Owner: Nirmal Dhaliwal and Rimplejeet

Dhaliwal

Address: 3455 Rose Road Applicant: Nirmal Dhaliwal

Subject: Application for a Non-Adhering Residential Use Permit for Temporary Farm Worker

Housing

Existing OCP Designation: REP – Resource Protection Area

Existing Zone: A1 – Agriculture 1

1.0 Recommendation

THAT Agricultural Land Reserve Appeal No. A19-0019 for Lot 4 Section 10 Township 26 ODYD Plan 355 located at 3455 Rose Road, Kelowna, BC for a Non-Adhering Residential Use Permit pursuant to Section 25 of the Agricultural Land Commission Act, be supported by Council;

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

AND THAT Council authorizes the issuance of Temporary Farm Worker Housing Permit no. FH19-0007 Lot 4, Section 10, Township 26, ODYD, Plan 355 located at 3455 Rose Road, Kelowna, BC subject to the following:

- 1. Approval by the Agricultural Land Commission of Non-Adhering Residential Use Permit Application A19-0019;
- 2. The dimensions and siting of the building to be constructed on the land be in accordance with Schedule A;
- 3. A vegetated buffer is provided for screening adjacent property lines and between the temporary farm worker housing and active farming areas in accordance with Schedule B;
- 4. The applicant be required to post the City a Landscape Security deposit in the form of a "Letter of Credit" in the amount of 125% of the estimated value of the landscape buffer, as determined by a professional landscaper;
- 5. Registration of a Section 219 restrictive covenant on the Title that states;

- a. The dwellings will be used for temporary farm workers only;
- b. The owner will remove the dwellings if the farm operation changes such that if they are no longer required;
- c. The dwellings will only be used for farm workers for a maximum of ten (10) months of the year;
- d. The maximum number of accommodations permitted on this farm unit within this City sector is 60 workers; and,
- e. The temporary farm worker housing building footprint is a maximum of 0.3ha.

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

2.0 Purpose

To consider an application to the Agricultural Land Commission for a Non-Adhering Residential Use Permit application to allow Temporary Farm Worker Housing to accommodate 24 seasonal farm workers on the subject property.

3.0 Development Planning

Development Planning Staff support the application for Temporary Farm Worker Housing (TFWH) for up to 24 agricultural workers on the subject property. The proposed temporary farm worker accommodation meets the regulations of the Zoning Bylaw. The proposal is also consistent with the Ministry of Agriculture standards for temporary farm worker accommodation.

The proposal application complies with the City of Kelowna OCP policies of TFWH requirements. Agriculture is the principal use on the parcel. The applicant has demonstrated that the scale of farm operations is large enough and necessary to accommodate farm employees whose residence on the farm property is considered critical to the overall operation of the farm. The proposed housing is on non-permanent foundations which is the preferred solution where the need for farm worker housing is justified and is in an area of the property that minimizes the residential impact to agriculture.

4.0 Proposal

4.1 Background

The subject property is a 26.2-acre (10.6ha) property, with 11 acres of apples, 8 acres of cherries, 4 acres of peaches and 1.5 acres of prunes. The property is located on Rose Road, within the Southeast Kelowna Sector. The property is accessible from Rose Road, and borders Pooley Road in the North.

The property is owned and farmed by the applicants. The applicant owns and operates four additional parcels, and leases another 10-acre parcel, for a total of 82 acres of farmland. There is room to house 24 farm workers at the applicants 3455 Rose Road property.

There are three accessory structures on Western portion of the property constructed without permits: an ATCO Trailer, a mobile home, and one suite located in an accessory building used for storage. These structures all have been previously used to house temporary workers under the Seasonal Agricultural Workers Program (SAWP). The additional mobile home will be constructed with permits before being used

to house temporary farm workers. These structures are placed near to the principal building to limit the residential footprint.

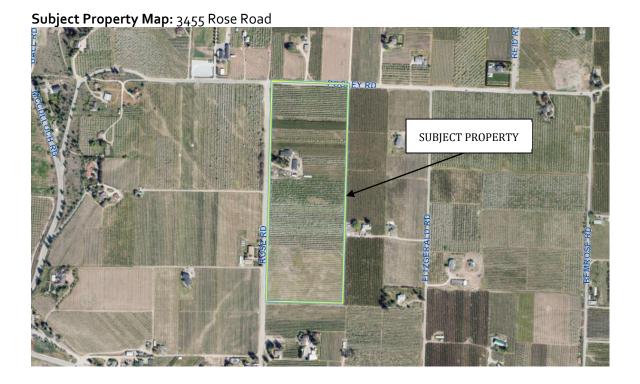
4.2 <u>Project Description</u>

The proposal is to sleep 24 seasonal farm workers in four different sleeping areas. The first and second sleeping areas are in two mobile homes, which are both 79.7m² (857.88 ft²) in size and have three bedrooms with a communal kitchen, bathroom and living space. The third unit is the ATCO trailer unit, which is 71.3m² (767.47 ft²) in size, with two bedrooms and a communal kitchen, bathroom and living space. The final sleeping area is a suite connected to the storage and cooler area. This space is 72.2m² (777.15 ft²) and has two bedrooms with a communal kitchen and bathroom. These four sleeping units are within the residential footprint, limiting the impacts of the orchard and they are located South of the primary dwelling. The attached site plan shows the layout of the accessory buildings and temporary farm worker housing.

In accordance with the City of Kelowna Farm Protection Development Permit Guidelines, the application includes a landscape plan, which provides a buffer between the TFWH and the active argriculture land surrounding the housing. This vegetative buffer will be 3.om wide and be planted with numerous cedars separating the four sleeping units with the active agriculture.

4.3 Site Context

The subject property is located a corner lot on Rose Road and Pooley Road in Southeast Kelowna. The property is approximately 300m from the four way stop at the intersection of McCulloch Road, Reekie Road and Rose Road. The parcel is accessible from Rose Road and is a rectangular shape. The property is zoned A1 – Agriculture 1 and is designated Resource Protection Area (REP) in the City's Official Community Plan (OCP). The property is located within the Agricultural Land Reserve (ALR).



5.0 Current Development Policies

5.1 <u>Kelowna Official Community Plan (OCP)</u>

Objective 5.33 Protect and enhance local agriculture.

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

Objective 5.34 Preserve productive agricultural land

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

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

<u>Chapter 15 – Farm Protection Development Permit Guidelines</u>

Design TFWH such that:

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

5.2 <u>City of Kelowna Agriculture Plan</u>

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

6.0 Technical Comments

6.1 <u>Development Engineering Department</u>

6.1.1 See Attachment Schedule B, Development Engineering Memorandum

7.0 Application Chronology

Date of Application Received: December 4th, 2019
Date Public Consultation Completed: January 29th, 2020

<u>Agricultural Advisory Committee</u> February 13th, 2020

The above noted application was reviewed by the Agricultural Advisory Committee at the meeting held on February 13th, 2020 and the following recommendations were passed:

THAT the Agricultural Advisory Committee recommends to Council that the non-adhering residential use permit application to allow temporary farm worker housing on the subject property located at 3455 Rose Road be approved.

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:

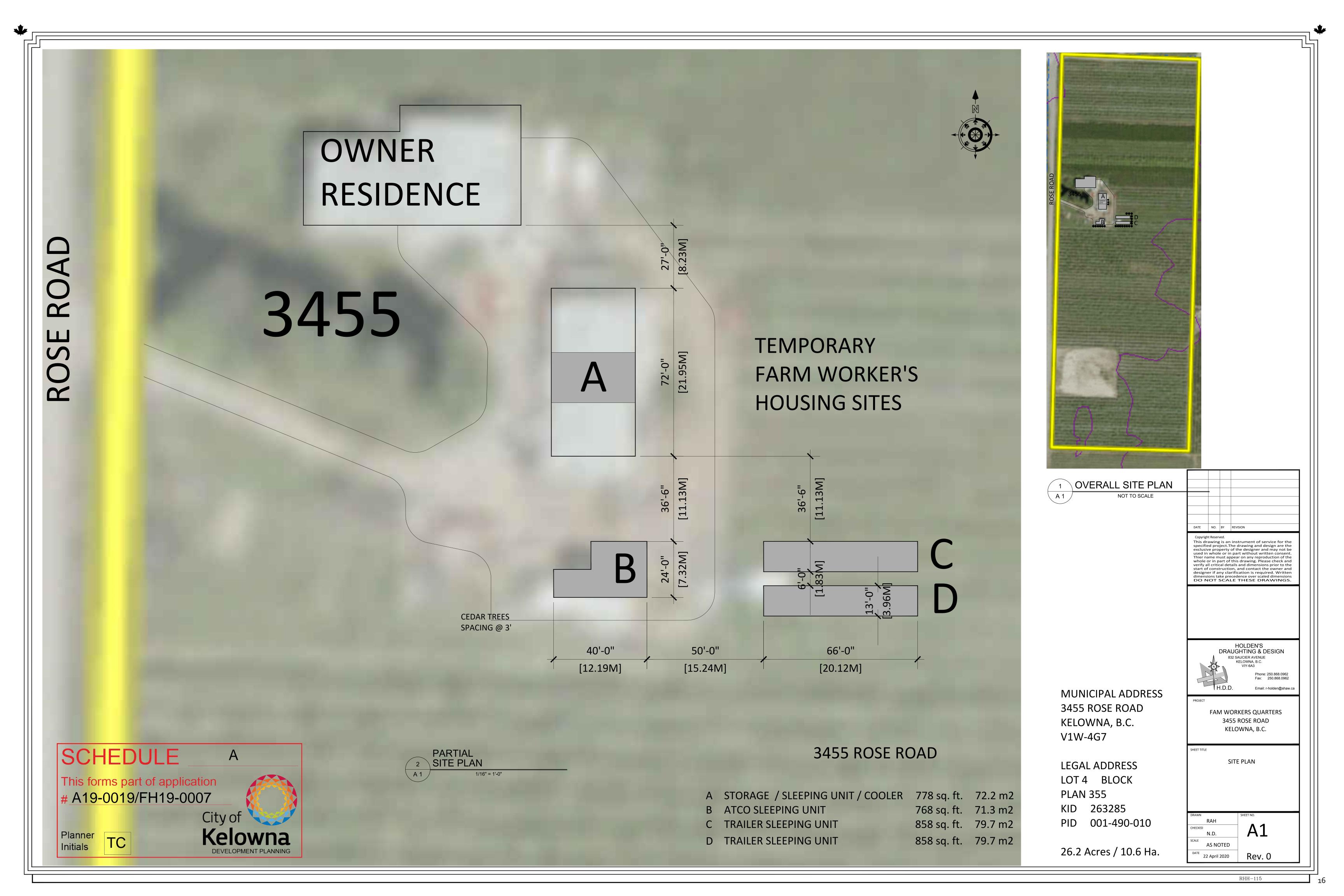
Schedule A: Site Plan

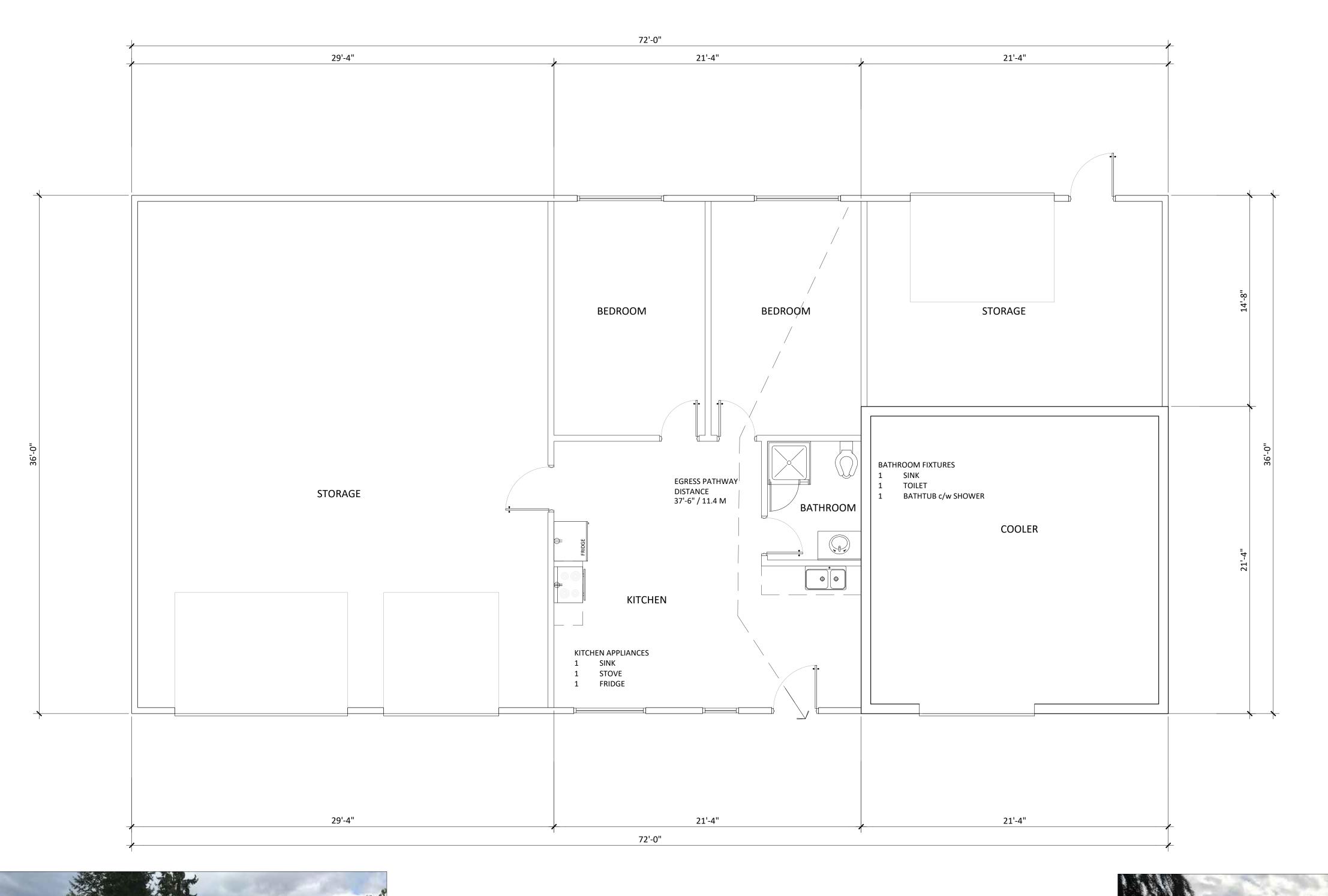
Schedule B: Landscape Plan

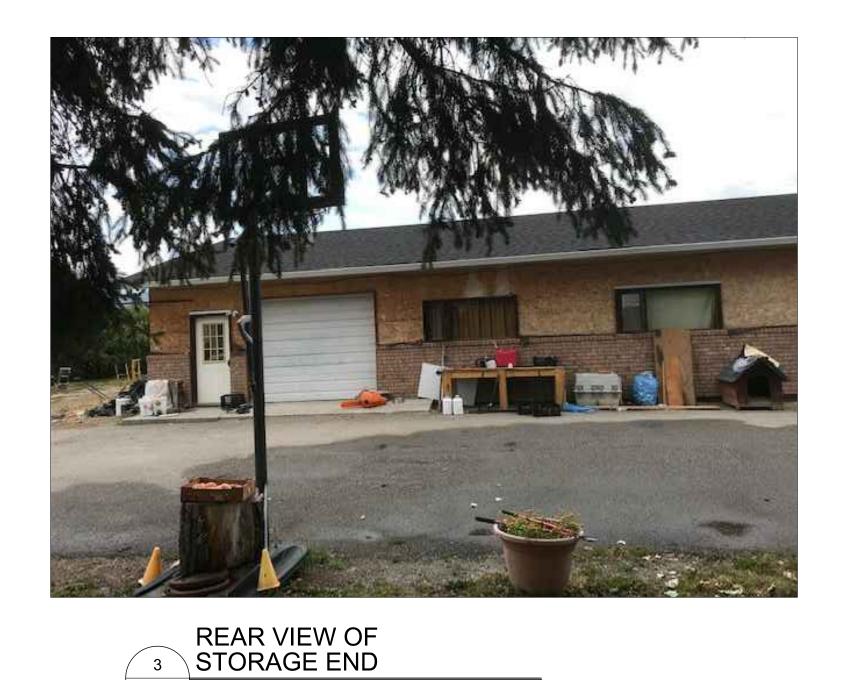
Attachment A: ALC Non-Adhering Residential Use Application

Attachment B: Development Engineering Memorandum

Attachment C: Draft Temporary Farm Worker Housing Permit





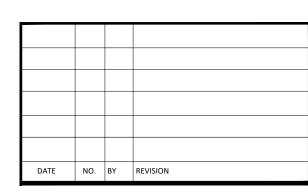




This forms part of application
A19-0019/FH19-0007

City of

Planner Initials



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HOLDEN'S DRAUGHTING & DESIGN 832 SAUCIER AVENUE KELOWNA, B.C. VIY-6A3 Phone: 250.868.0962 Fax: 250.868.0962

FARM WORKERS QUARTERS

Email: r-holden@shaw.ca

3455 ROSE ROAD KELOWNA, B.C.

SLEEPING UNIT QUARTERS

RAH
CHECKED N.D.

SCALE 1/4"=1'-0"

SHEET NO.

A 2

22 April 2020

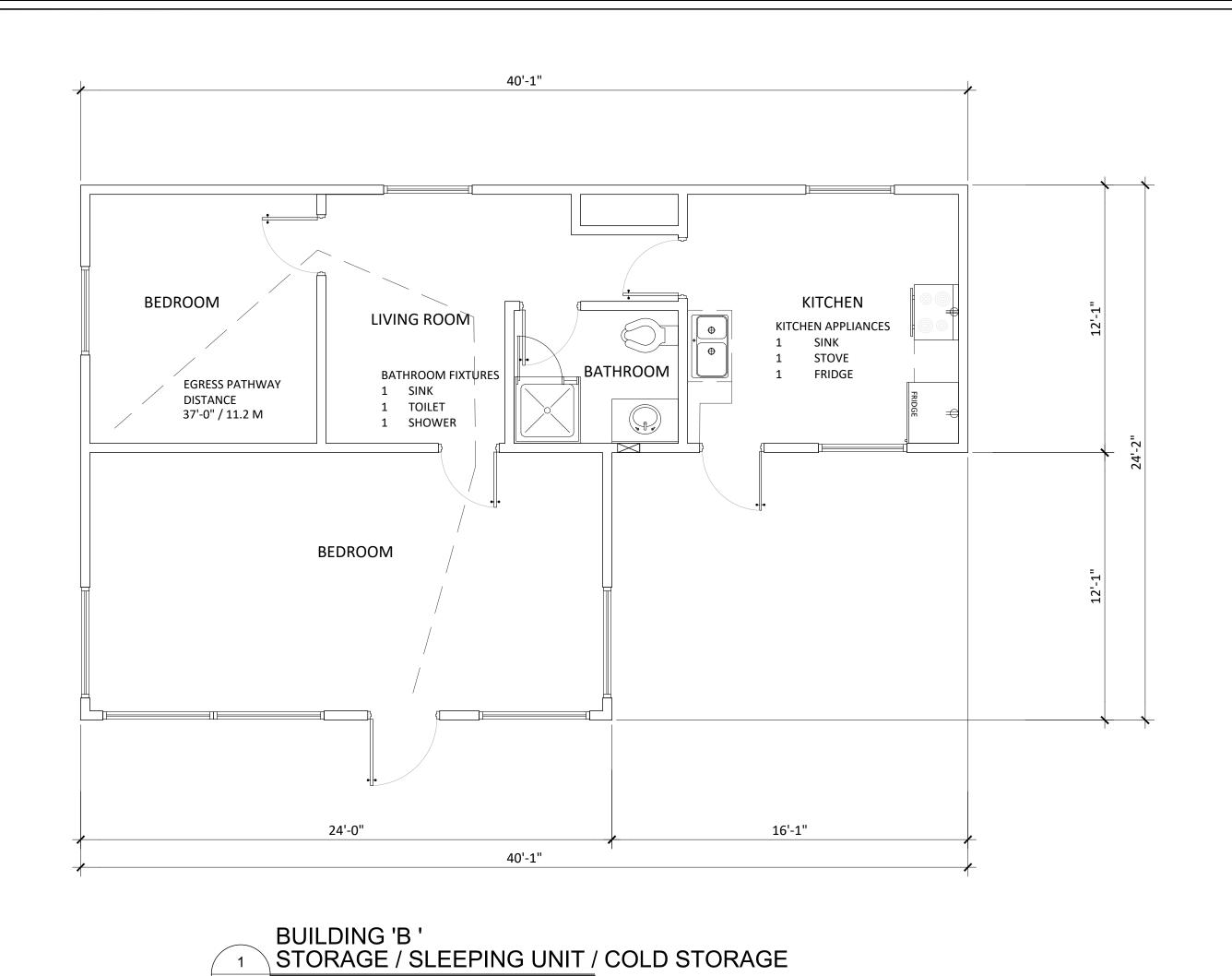
FRONT VIEW OF STORAGE END





4 REAR VIEW

Rev. 0











SCHEDULE

Planner

Initials

This forms part of application

City of

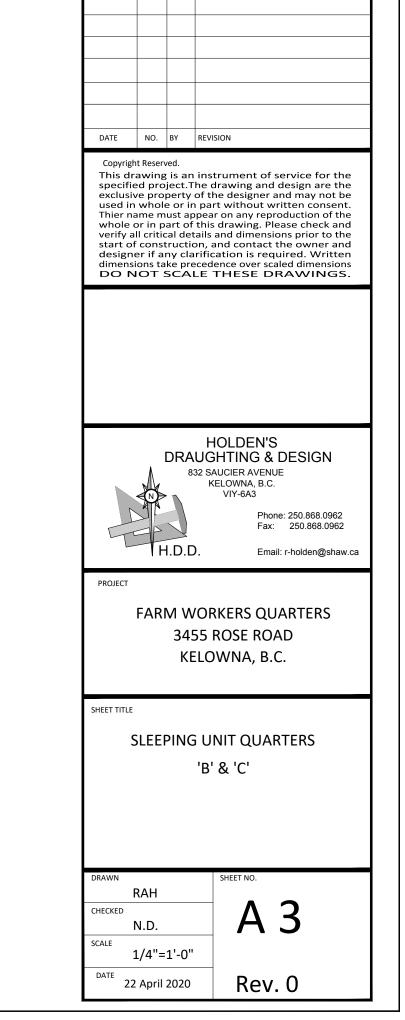
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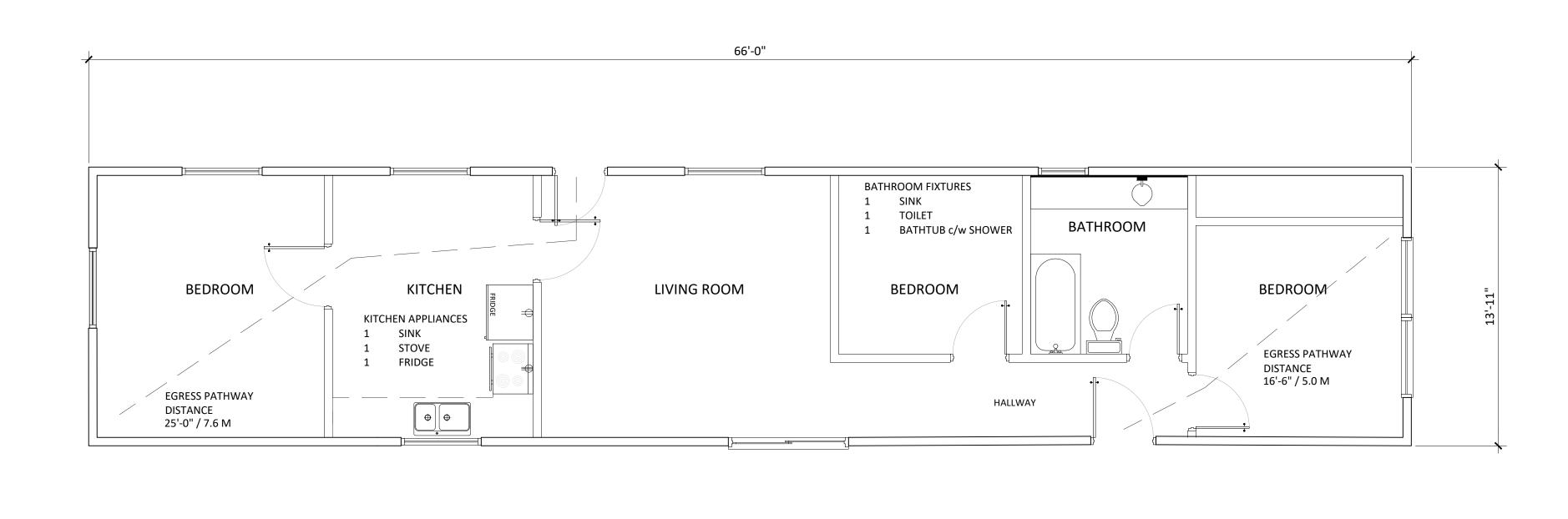




TRAILER END VIEW A 3







BUILDING 'C' & 'D'

SLEEPING UNITS

1/4" = 1'-0"





OVERALL SITE PLAN

DATE NO. BY REVISION

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HOLDEN'S DRAUGHTING & DESIGN

FAM WORKERS QUARTERS 3455 ROSE ROAD KELOWNA, B.C.

SITE PLAN

RAH

A1 N.D. AS NOTED Rev. 0

A STORAGE / SLEEPING UNIT / COOLER 778 sq. ft. 72.2 m2

858 sq. ft. 79.7 m2

ONE RESIDENCE w/ GARAGE 4,300 sq. ft. 399.5 m2

A19-0019/FH19-0007

City of

Kelowna DEVELOPMENT PLANNING

B ATCO SLEEPING UNIT 768 sq. ft. 71.3 m2 C TRAILER SLEEPING UNIT 858 sq. ft. 79.7 m2 D TRAILER SLEEPING UNIT

26.2 Acres / 10.6 Ha.

263285

PID 001-490-010

RHH-115

ATTACHMENT A This forms part of application # A19-0019/FH19-0007 City of Planner Initials TC Kelowna DEVELOPMENT PLANNING

CITY OF KELOWNA MEMORANDUM

Date:

January 27 2020

File No.:

A19-0019

To:

Land Use Planning Manager (TC)

From:

Development Engineering Manager (JK)

Subject:

3455 Rose Road Lot 4 Plan KAP355

Development Engineering has the following comments at this point in time with regard to this application for Non-Adhering Residential Use - Farm Help Residences to accommodate 18 seasonal farm workers. Potential requirements are provided for information only and are subject to the policies in effect at the time when a formal application is made by the owners.

1. Subdivision

a) Dedicate a road widening of 10.0m meters along the Pooley Road frontage complete with a 6m x 6m property corner truncation.

1. Domestic water and fire protection.

- a) This subject parcel is within the former SEKID service area.
- b) Our records indicate that the subject property is connected with two 50mm diameter irrigation serviced. One service is metered.
- c) The unmetered irrigation service is to be abandoned and disconnected at the main or if utilized, a new irrigation meter box shall be installed that meets the City Standards.
- d) Our records indicate that the property is connected with two 19mm diameter domestic services.
- e) The existing unutilized 19mm domestic service from Pooley Rd shall be disconnected at the main.
- f) The existing 19mm domestic service from Rose Rd is undersized for the proposed application and therefore shall be disconnected at the main.
- g) The two domestic meter pits shall be salvaged to the City.
- h) Install an new larger diameter domestic service (with Curb Stop and Nelson Box.at property line). The new service will require a meter & DCVA in the building.
- i) A Fire hydrant shall be installed within 90m of the driveway entrance on Rose Rd.
- j) A Work Order Agreement is required with the property owner to facilitate the required servicing requirements. Payment is to be made prior to issuance of a building permit.

2. Sanitary Sewer.

- a) This subject parcel is currently not within the City service area. Sanitary sewage is presently handled by an on-site sewage disposal system.
- b) Existing and proposed on-site servicing will be reviewed by the Interior Health Authority and Building & Permitting.

James Kay, P.Eng

Development Engineering Manager

JF





Provincial Agricultural Land Commission - Applicant Submission

Application ID: 60092

Application Status: Under LG Review

Applicant: Nirmal Dhaliwal, Rimplejeet Dhaliwal

Local Government: City of Kelowna

Local Government Date of Receipt: 05/27/2020

ALC Date of Receipt: This application has not been submitted to ALC yet.

Proposal Type: Non-Adhering Residential Use - Additional Residence for Farm Use

Proposal: To get approval for existing buildings for seasonal farm workers. Three of the housing units

are portable and one is located in an accessory building, for a total of 4 worker housing units.

We have an orchard with apples, peaches, prunes, and cherries. Harvesting cherries and apples is labour intensive, and the industry requires more seasonal workers than reside in the Okanagan. In order for the farm to have a sufficient number of workers there is no alternative to hiring workers through the SAWP program, which requires the farmer to provide accommodation. These housing units will allow me to have up to 24 workers to harvest my crops.

Mailing Address:

3455 Rose Road Kelowna, , BC v1w 4g7 Canada

Primary Phone: (250) 498-7817 **Email:** bcapples1@yahoo.ca

Parcel Information

Parcel(s) Under Application

1. **Ownership Type:** Fee Simple **Parcel Identifier:** 001-490-010

Legal Description: lot 4 plan kap 355 section 10 twnshp 26

Parcel Area: 10.5 ha

Civic Address: 3455 Rose Road Date of Purchase: 06/15/2016 Farm Classification: Yes

Owners

1. Name: Nirmal Dhaliwal

Address:

3455 Rose Road Kelowna, , BC v1w 4g7

Canada

Phone: (250) 498-7817 Email: bcapples1@yahoo.ca 2. Name: Rimplejeet Dhaliwal

Address:

3455 Rose Road Kelowna, BC v1w 4g7 Canada

Phone: (250) 498-7817



Ownership or Interest in Other Lands Within This Community

1. **Ownership Type:** Fee Simple **Parcel Identifier:** 025-652-966

Owner with Parcel Interest: Nirmal Dhaliwal

Parcel Area: 12.1 ha

Land Use Type: Agricultural/Farm Interest Type: Full Ownership

2. **Ownership Type:** Fee Simple **Parcel Identifier:** 011-333-367

Owner with Parcel Interest: Nirmal Dhaliwal

Parcel Area: 4.1 ha

Land Use Type: Agricultural/Farm Interest Type: Full Ownership

3. **Ownership Type:** Fee Simple **Parcel Identifier:** 002-677-202

Owner with Parcel Interest: Nirmal Dhaliwal

Parcel Area: 2.1 ha

Land Use Type: Agricultural/Farm Interest Type: Full Ownership

4. Ownership Type: Fee Simple Parcel Identifier: 007-883-315

Owner with Parcel Interest: Nirmal Dhaliwal

Parcel Area: 4.8 ha

Land Use Type: Agricultural/Farm Interest Type: Unregistered Lease

Current Use of Parcels Under Application

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

This orchard is 26.2 acres. This orchard has approximately 11 acres apples, 8 acres cherries, 4 peaches and 1.5 acre prunes on this property.

My total farm operation for land I own is 72 acres including Rose Rd. In addition, I also lease 10 acres on Rose road in Kelowna. So total acres I farm is approximately 82.

I produced the following commodities of fruit in 2019.

Apples- 1,350,000 lbs (still harvesting)

Cherry-275,434 lbs Peaches-33.000 lbs

Prunes-244,642 lbs (we are the biggest prunes growers in the valley!)

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

five acre of new cherries planted 2018 (new irrigation system) one acre of new cherries planted 2017 (new irrigation system)

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

none

Adjacent Land Uses

North

Land Use Type: Agricultural/Farm

Specify Activity: orchard

East

Land Use Type: Agricultural/Farm

Specify Activity: orchard

South

Land Use Type: Agricultural/Farm

Specify Activity: orchard

West

Land Use Type: Agricultural/Farm

Specify Activity: orchard

Proposal

1. What is the purpose of the proposal?

To get approval for existing buildings for seasonal farm workers. Three of the housing units are portable and one is located in an accessory building, for a total of 4 worker housing units.

We have an orchard with apples, peaches, prunes, and cherries. Harvesting cherries and apples is labour intensive, and the industry requires more seasonal workers than reside in the Okanagan. In order for the farm to have a sufficient number of workers there is no alternative to hiring workers through the SAWP program, which requires the farmer to provide accommodation. These housing units will allow me to have up to 24 workers to harvest my crops.

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

In the short term, the accommodations are required in order to house seasonal workers to harvest the crops on this 10.5 ha orchard. We are also depending on these 24 workers to harvest some 150 tons of cherries, 1.4 million lbs of apples, 200,000 lb of prunes and 40,000 lbs of peaches on other properties we own and lease in the Okanagan. We have no alternative accommodation, and rental accommodation is not a viable option in the peak of the Okanagans tourism season.

In the long term, the accommodation will house seasonal workers to prune, thin, replant, spray, harvest, etc the minimum of 27 ha of orchard we currently farm. All fruits crops we grow are very labour intensive and all hand harvested. These farms cannot be farmed without workers that are not available locally. Having accommodations for these workers and hiring seasonal workers is critical to harvesting this farmland in a timely manner. The farm worker housing is located between the orchard and the driveway. Additionally, the proposed farm worker housing is not on permanent foundation.



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

- -There is one main residence. (399.5 m2)
- There is one accessory farm building for equipment and a suite located within it for seasonal farm workers that was built by the previous owner
- 4. What is the total floor area of the proposed additional residence in square metres? $223.2 m^2$
- 5. Describe the rationale for the proposed location of the additional residence.

The Modular buildings are located on the land that is close to the driveway and drops off about 8 feet from the back. This is land that will not be farmed regardless of the outcome of this application. Additionally it located very close to the driveway of the property which does two things. It satisfies the City of Kelowna's requirement that the accommodation be located within 60 m of the property line, and it minimizes use conflict between the accommodation and the orchard. Any other site on the property would require workers to travel through the orchard to reach the accommodation and would require significantly more buffering of the accommodation.

- **6.** What is the total area of infrastructure necessary to support the additional residence? The buildings, buffers, parking, septic field, and all associated infrastructure will be 0.2 ha
- 7. Do you need to import any fill to construct the additional residence or infrastructure? No

Applicant Attachments

- Other correspondence or file information title search
- Proposal Sketch 60092
- Certificate of Title 001-490-010

ALC Attachments

None.

Decisions

None.





TEMPORARY FARM WORKER HOUSING PERMIT



APPROVED ISSUANCE OF TEMPORARY FARM WORKER HOUSING PERMIT NO. FH19-0007

Issued To: Nirmal & Rimplejeet Dhaliwal

Site Address: 3455 Rose Road

Legal Description: Lot 4 Section 10 Township 26 ODYD Plan 355

Zoning Classification: A1 – Agriculture 1

Development Permit Area: Temporary Farm Worker Housing

SCOPE OF APPROVAL

This Permit applies to and only to those lands within the Municipality as described above, and any and all buildings, structures and other development thereon.

This Permit is issued subject to compliance with all of the Bylaws of the Municipality applicable thereto, except as specifically varied or supplemented by this Permit, noted in the Terms and Conditions below.

The issuance of a Permit limits the Permit Holder to be in strict compliance with regulations of the Zoning Bylaw and all other Bylaws unless specific Variances have been authorized by the Permit. No implied Variances from bylaw provisions shall be granted by virtue of drawing notations that are inconsistent with bylaw provisions and that may not have been identified as required Variances by the applicant or Municipal staff.

1. TERMS AND CONDITIONS

THAT Temporary Farm Worker Housing Permit No. FH19-0007 Lot 4 Section 10 Township 26 ODYD Plan 355 located at 3455 Rose Road, Kelowna, BC to allow the development of temporary farm worker housing be approved subject to the following:

- a) The dimensions and siting of the buildings and structures to be constructed on the land be in accordance with Schedule "A";
- b) A minimum 3-metre-wide vegetated buffer is provided for screening to adjacent property lines and between the temporary farm worker housing and active farming areas.
- c) The applicant be required to post with the City a Landscape Performance Security deposit in the form of an Irrevocable Letter of Credit in the amount of 125% of the estimated value of the landscaping, as determined by a Registered Landscape Architect;
- d) Registration of a Section 219 Restrictive Covenant restricting the use of the temporary farm worker housing to accommodation for temporary farm workers only, to a maximum sixty (60) temporary farm workers, and to a maximum occupation of ten (10) months of the year;



- e) Registration of a Section 219 Restrictive Covenant on all parcels owned or leased by the farmer in the Belgo-Black Mountain Sector restricting the total number of temporary farm worker housing to sixty (60) on those parcels; and
- f) Registration of a Section 219 Restrictive Covenant on the farm unit parcels prohibiting the parcels from being sold or otherwise transferred separately; and

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

2. PERFORMANCE SECURITY

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

a) An Irrevocable Letter of Credit in the amount of \$7,000.00

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

3. DEVELOPMENT

The land described herein shall be developed strictly in accordance with the terms and conditions and provisions of this Permit and any plans and specifications attached to this Permit that shall form a part hereof.

If the Permit Holder does not commence the development permitted by this Permit within two years of the date of this Permit, this Permit shall lapse.

This Permit IS NOT a Building Permit.

4. Indemnification

Upon commencement of the works authorized by this Permit the Developer covenants and agrees to save harmless and effectually indemnify the Municipality against:

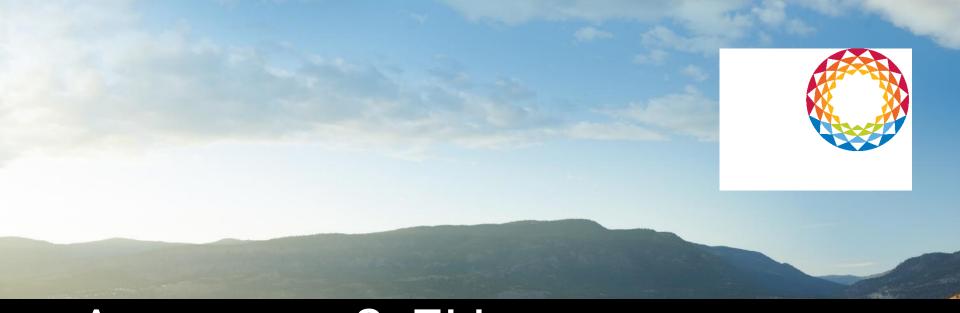
- a) All actions and proceedings, costs, damages, expenses, claims, and demands whatsoever and by whomsoever brought, by reason of the Municipality said Permit.
- b) All costs, expenses, claims that may be incurred by the Municipality where the construction, engineering or other types of works as called for by the Permit results in damages to any property owned in whole or in part by the Municipality or which the Municipality by duty or custom is obliged, directly or indirectly in any way or to any degree, to construct, repair, or maintain.



5.	AP	PR	O\	/A	ıs

Issued and approved by Council on the 15 th Day of June, 2020		
Terry Barton, Development Planning Department Manager	——————————————————————————————————————	_

The PERMIT HOLDER is the <u>CURRENT LAND OWNER</u>. Security shall <u>ONLY</u> be returned to the signatory of the Landscape Agreement or his or her designates



A19-0019 & FH19-0007 3455 Rose Road:

ALR Non-Adhering Residential Use Permit & Temporary Farm Worker Housing Applications





Proposal

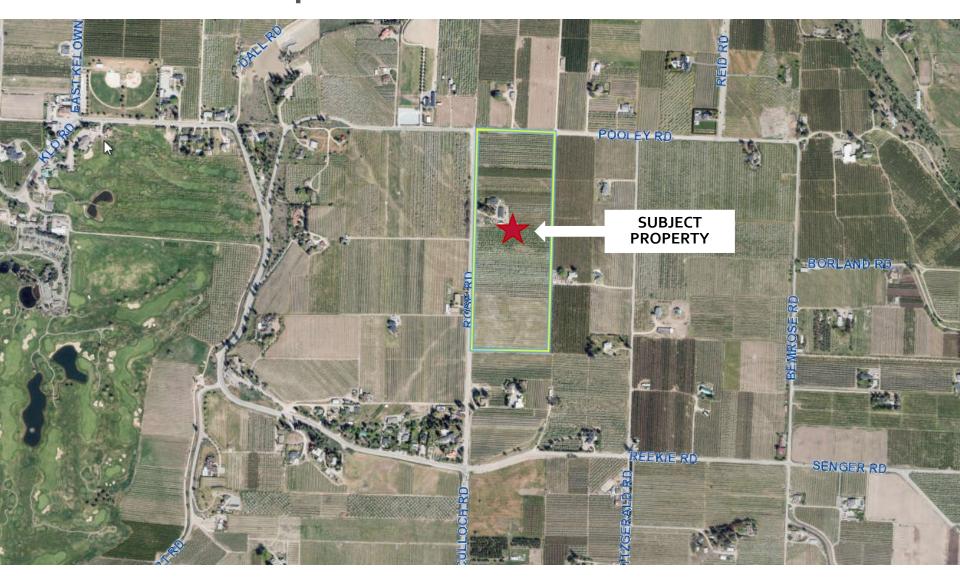
➤ To support an application to the Agricultural Land Commission for a non-adhering residential use permit application for Temporary Farm Worker Housing.

Development Process





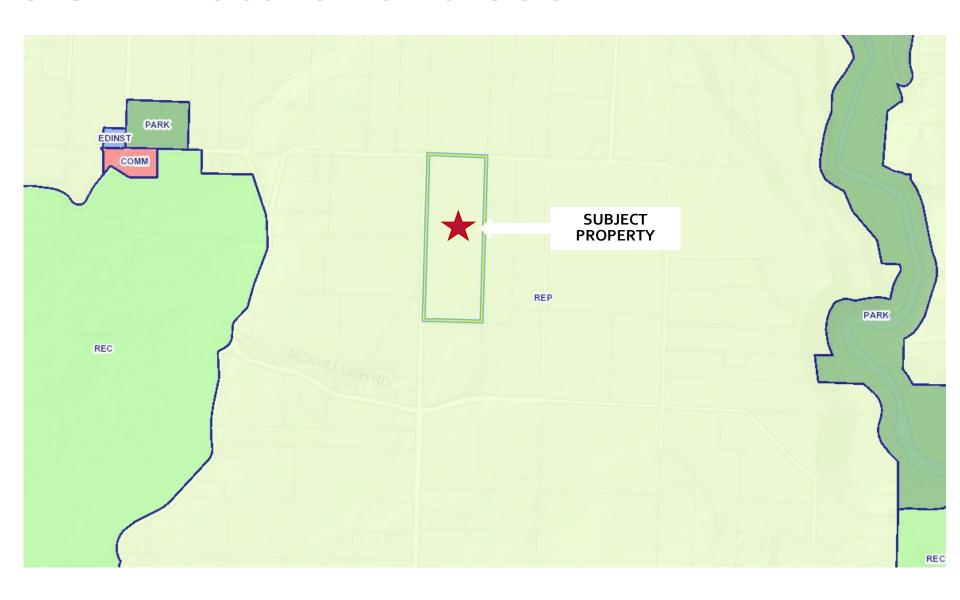
Context Map



Agricultural Land Reserve



OCP – Future Land Use



Subject Property Map

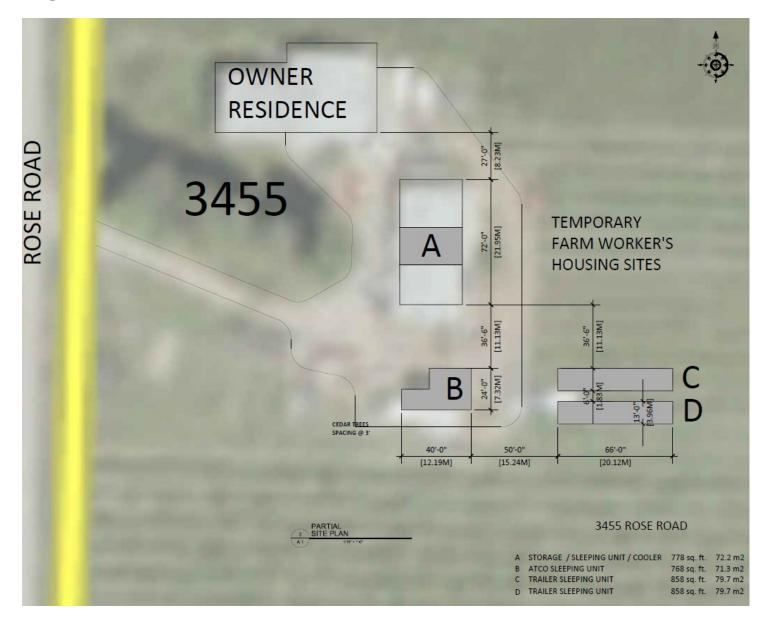




Project Details

- ► The proposal is to bring three existing Temporary Farm Worker Housing dwellings into conformance:
 - One ATCO trailer
 - One mobile home
 - ▶ One suite that is attached to a storage building.
- ► And to bring an additional mobile home on site.
- ► These four dwellings will house a total of 24 temporary workers.

Site Plan



Development Policy: Zoning Bylaw



Regulation	Meets
Minimum farm unit size: 3.8 ha	V
New TFWH structures must include a communal kitchen	V
Only occupied during growing, harvesting and pruning periods	V
Occupied no more than 10 months of a calendar year	$\overline{\checkmark}$
Maximum TFWH footprint: 0.30 ha for maximum of 60 workers	V
Maximum temporary farm workers per city sector: 60	\checkmark

Development Policy: OCP Policies & Permit Guideline Selowna

Policy / Guideline	Meets
Agriculture is the principal use on the parcel	
Scale of farm operation is large enough that permanent help is deemed necessary	V
TFWH on non-permanent foundations where the need for farm worker housing is justified	
Building footprint within 50 m of the road or located to maximize agricultural potential and limit negative impacts on the farm parcel	
Minimum 3 m wide vegetated buffer for screening to adjacent property lines and between TFWH and active farming	V

Public Notification Policy #367 Kelowna

► The applicant completed the required Neighbourhood Consultation on January 29th, 2020 to all homes and tenants within a 300m radius of the subject property.



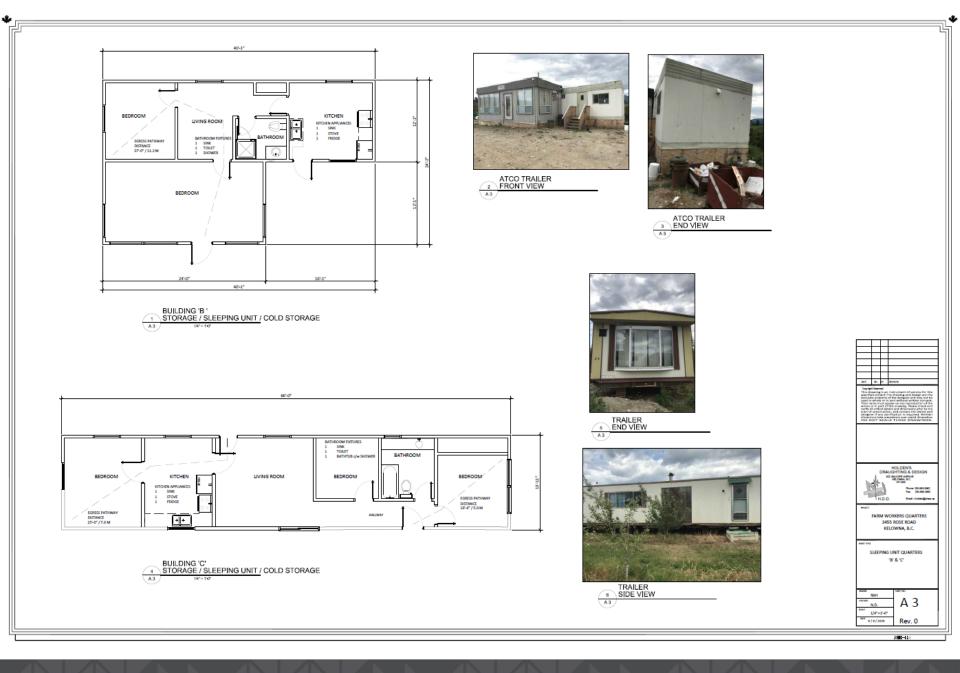
Staff Recommendation

- ➤ Staff recommend **support** of the proposed Non-Adhering Residential Use & Temporary Farm Worker Housing applications.
 - Property is being actively farmed by applicant.
 - ► Applicant is seeking proper approvals and permits for the TFWH housing.
- Recommend the Bylaw be forwarded to ALC for consideration



Conclusion of Staff Remarks







Reclaimed Land











REPORT TO COUNCIL



Date: June 15, 2020

To: Council

From: City Manager

Department: Development Planning

Application: Z20-0016 **Owner:** Marian B. Gruber

Address: 729 Fitzpatrick Road Applicant: Birte Decloux, Urban Options

Planning & Permits

Subject: Rezoning Application

Existing OCP Designation: IND – Industrial

PARK - Major Park / Open Space

Existing Zone: A1 – Agriculture 1

Proposed Zone: 12 – General Industrial

P₃ – Parks and Open Space

1.0 Recommendation

THAT Rezoning Application No. Z20-0016 to amend the City of Kelowna Zoning Bylaw No. 8000 by changing the zoning classification of Lot 7, Section 34, Township 26, Osoyoos Division Yale District Plan 3236 Except Plan B5456, located at 729 Fitzpatrick Road, Kelowna, BC from the A1-Agriculture 1 zone to the I2 – General Industrial zone and P3 – Parks and Open Space, 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 26,2020;

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

AND THAT final adoption of the Rezoning Bylaw be considered subsequent to the issuance of an Environmental Development Permit for the subject property;

AND FURTHER THAT final adoption of the Rezoning Bylaw be considered subsequent to the issuance of a Preliminary Layout Review Letter for the dedication of the linear park and riparian management area along Francis Brook.

2.0 Purpose

To consider an application to rezone the subject property from the A1-Agriculture 1 zone to the I2 – General Industrial zone and the P3 – Parks and Open Space zone, to facilitate the use of the subject property for an industrial development, and to dedicate a portion of the property as parkland.

3.0 Development Planning

Staff are supportive of the proposed rezoning of the subject property to I2-General Industrial zone and to dedicate a portion of the property as parkland, as it is consistent with the Official Community Plan (OCP) future land use designation. The subject property is located within the Permanent Growth Boundary and is located adjacent to and near other industrially zoned properties. The I2 – General Industrial zone would allow several industrial uses on the property similar to a number of properties in the immediate area. The riparian area of Francis Brook would be protected by the P3- Parks and Open Space zone for environmental purposes.

4.0 Proposal

4.1 <u>Project Description</u>

In addition to a single-family dwelling that is located at the northwest corner of the property, there are three additional accessory structures located within the center of the property, and Francis Brook is located along the southern portion of the parcel. Subject to finalization of sale, the future landowner intends to move his business to the property with no immediate plans to demolish or construct any structures on the property.

The rezoning of the parcel will allow the City to acquire and protect the lands along Francis Brook. The City has already acquired lands along Francis Brook to the west of the subject property with the development of the Porsche Car Dealership on Finns Road, and other properties along the Francis Brook corridor are in different stages of rezoning process. With the rezoning of the subject property, the City will acquire 10.0 meters from top-of-bank along north side of the Brook and the remaining portion of the lands to the south of the Brook. Francis Brook is an important drainage corridor and habitat area, and the City will be able to protect it in perpetuity.

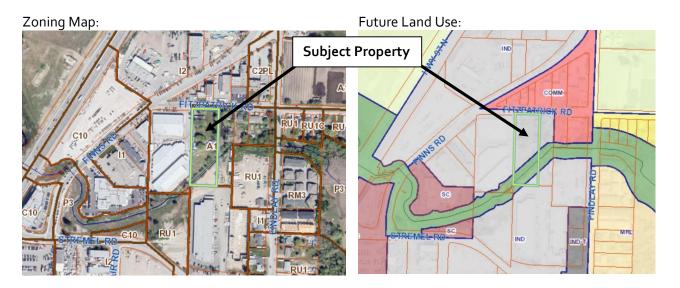
The applicant has indicated they are willing to provide a Statutory Right of Way (SRW) along the western property line to provide access for City maintenance and in case of emergency flood protection. As there are no short-term plans for a public trail connection through the property at this time, the SRW would be fenced, gated and locked for maintenance purposes, for the foreseeable future.

4.2 Site Context

The subject property is located near the corner of Fitzpatrick Road and Finns Road within the Rutland Sector of the city, and is predominantly surrounded by industrial or commercial lands. Adjacent land uses are as follows:

Orientation	Zoning	Land Use
North	I2 — General Industrial	Industrial
	C2pl — Neighbourhood Commercial	Commercial
East	A1 – Agriculture 1	Residential
	RU1 – Urban Residential Zone	
South	I2 — General Industrial RU1 — Urban Residential Zone	Francis Brook
		Industrial
		Residential
West	I2 — General Industrial	Industrial
	C10 – Service Commercial	Commercial

Subject Property Map: 729 Fitzpatrick Road



5.0 Current Development Policies

5.1 <u>Kelowna Official Community Plan (OCP)</u>

Chapter 10: Development Process

Objective 5.28 Industrial Land Use Policies:

Focus industrial development to areas suitable for industrial use.

6.0 Technical Comments

6.1 <u>Development Engineering Department</u>

• Refer to attached Schedule A, Development Engineering Department Memorandum, dated May 26, 2020.

6.2 <u>Parks and Building Planning</u>

• Per OCP Policy 5.14.2, a 5-meter-wide linear park must be dedicated at the north end of the property, outside the riparian management area requirements per OCP Chapter 12 (15 m width per Table 12.1 in the OCP). The OCP outlines that this dedication is to occur at rezoning, so the

definition of the riparian area and adjacent linear park must occur at rezoning and not wait for the Environmental Development Permit.

- A Statutory Right of Way for maintenance by City crews (minimum 3.0m with a 2.4m access route) is required from Fitzpatrick Road to the creek lot.
- The construction of a multi-use path Class 4 Multi-Use should be required and bonded for through the Servicing Agreement, as part of the required infrastructure of the site.

7.0 Application Chronology

Date of Application Received: December 20, 2019
Date Public Consultation Completed: March 31, 2020

Report prepared by: Barbara B. Crawford, Planner II

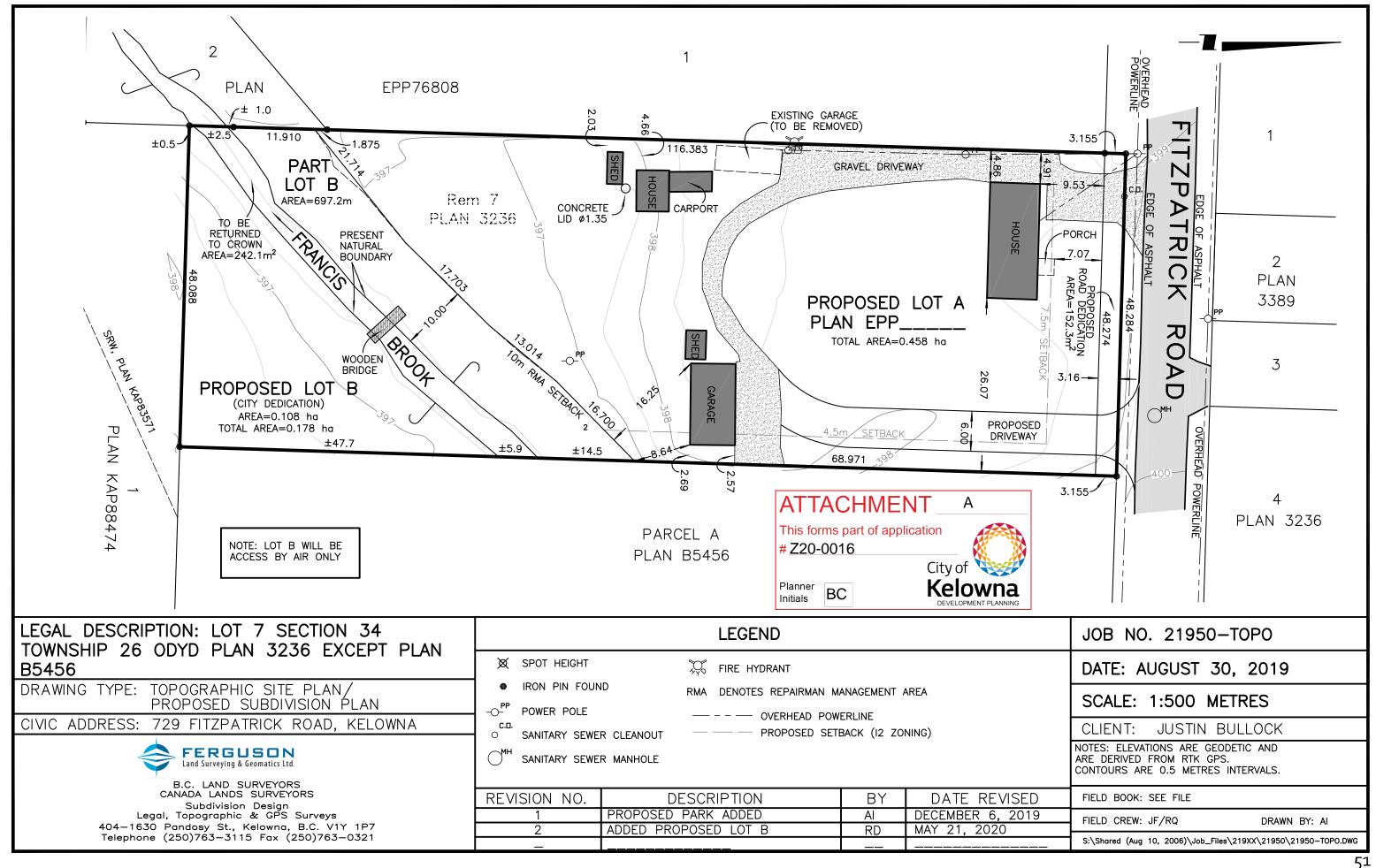
Reviewed by: James Moore, Urban Planning & Development Policy Manager **Approved for Inclusion:** Terry Barton, Development Planning Department Manager

Attachments:

Schedule A: Development Engineering Memo

Attachment A: Site Plan

Attachment B: Applicant's Rationale Letter





ATTACHMENT B
This forms part of application
Z20-0016
City of
Planner Initials
BC
Relowna
DEVELOPMENT PLANNING

December 20, 2019

City of Kelowna Community Planning Dept. 1435 Water Street Kelowna, BC V1Y 1J4

Re: Rezoning at 729 Fitzpatrick Road

Dear Planning Staff

We are pleased to submit this application to rezone the property at 729 Fitzpatrick Road from the A1 – Agriculture 1 zone to the I2 – General Industrial zone. The application triggers an Environmental Development Permit application which is to be applied for in early 2020 and reviewed concurrently with the rezoning process. There are no plans to demolish or construct any structures on the property.

This property's current zone is designated as A1 – Agriculture 1, which is no longer the highest and best use of the subject property. The A1 zone allows for agricultural use; however, there is no evidence that the property has been used for agricultural purposes. Over the past few decades, this area has transitioned towards residential and industrial. In addition, the *City of Kelowna Official Community Plan* identifies the property with a future land use designation of Industrial, therefore it is logical to rezone the land to I2 – General Industrial to bring the subject property into compliance. The future landowner intends to move his business to the property, initially utilizing the existing structures.

The property at 729 Fitzpatrick Road is in sync with the surrounding area due to a variety of applications to the City. These applications are listed as follows:

- 1308 Findlay Rd rezoning the subject property from RU1 to 12.
- 766 Stremel Rd rezoning the subject property from RU1 to I2 and P3.
- 766 Stremel Rd rezoning to C10 & P3 to allow the construction of car dealership.
- 820 Finns Rd, 839 Finns Rd, 850 Finns Rd, 888 Finns Rd amending the OCP, rezoning from A1- Agriculture zone to the C10- Vehicle Commercial Zone and associated Development Permits (in progress since 2015).

Some of these projects have already received 3rd reading and are working through further requirements prior to final adoption.

The southern portion of the property is designated as 'Park,' and the landowner is prepared to dedicate this area to the City as discussed with Planning staff. Pre-application meetings were held on site with Corey Davis, Environmental Technician and Melanie Stepphun, Parks Department to discuss the City's interests.

Given the need for industrial land, the appropriate future land use designation and accessibility to the site we feel that it is appropriate to rezone to the 12 Industrial use. We look forward to hearing your comments and feedback on the project. Should you have any questions please call Birte Decloux at 250.575.6707.

Regards

Birte Decloux on behalf of Justin Bullock



CITY OF KELOWNA

MEMORANDUM

Date: February 24, 2020 (May 26, 2020)

File No.: Z20-0016

To: Community Planning (BC)

From: Development Engineering Manager (JK)

Subject: 729 Fitzpatrick Rd. A1 – I2

The Development Engineering Department has the following comments and requirements associated with this rezoning application. The road and utility upgrading requirements outlined in this report will be a requirement of this development. The Development Engineering Technologist for this project is Aaron Sangster.

1. General

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

2. Road Improvements

a) Fitzpatrick Rd. must be upgraded to an urban standard along the full frontage of this proposed development, including barrier curb and gutter, sidewalk, irrigated landscaped boulevard, drainage system including catch basins, manholes and pavement removal and replacement and re-location or adjustment of utility appurtenances if required to accommodate the upgrading construction. Road cross section to be used is a SS-R5

3. Domestic Water and Fire Protection

a) This development is within the service area of the Black Mountain Irrigation District (BMID). The developer is required to make satisfactory arrangements with the BMID for these items. All charges for service connection and upgrading costs are to be paid directly to the BMID. 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.

2. Sanitary Sewer

a) Our records indicate that this property is 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.



3. Storm Drainage

- a) Provide a detailed Stormwater Management Plan for this development as per the Subdivision, Development and Servicing Bylaw #7900.
- b) Ground water will not be allowed to be pumped to City drainage system.
- c) The developer must engage a consulting civil engineer to provide a storm water management plan for this site which meets the requirements of the City Subdivision Development and Servicing Bylaw 7900. The storm water management plan must also include provision of lot grading plans, minimum basement elevations (MBE), if applicable, and provision of a storm drainage service and recommendations for onsite drainage containment and disposal systems

4. 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.
- c) Civil consultant is responsible for all inspection and maintenance.
- d) A Security Deposit for ESC Works equal to 3.0% of the Consulting Engineer's opinion of probable costs of civil earthworks and infrastructure will be added to the Servicing Agreement.

5. 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.
- c) Dedicate ~3.15m width along the full frontage of Fitzpatrick Rd. to align with the property line of 747 Fitzpatrick Rd.

6. Development Permit and Site Related Issues

- a) Road access via driveway letdown must conform to bylaw 7900. As per bylaw 7900 only one driveway will be permitted on this development.
- b) Direct the roof drains into on-site rock pits or splash pads.
- c) Creek easements/dedication will be required.

7. <u>Electric Power and Telecommunication Services</u>

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. The utility companies are required to obtain the City's approval before commencing construction.



b) Re-locate existing poles and utilities, where necessary. Remove aerial trespass (es).

7. <u>Design and Construction</u>

- 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.

8. <u>Servicing Agreement for Works and Services</u>

- 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.

4. <u>Geotechnical Report</u>

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

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

- i. Area ground water characteristics, including any springs and overland surface drainage courses traversing the property. Identify any monitoring required.
- ii. Site suitability for development.



- iii. Site soil characteristics (i.e. fill areas, sulphate content, unsuitable soils such as organic material, etc.).
- iv. Any special requirements for construction of roads, utilities and building structures.
- v. Suitability of on-site disposal of storm water and sanitary waste, including effects upon adjoining lands.
- vi. Slope stability, rock fall hazard and slippage including the effects of drainage and septic tank effluent on the site.
- vii. Identify slopes greater than 30%.
- viii. Top of bank assessment and location including recommendations for property line locations, septic field locations, building setbacks, and ground water disposal locations.
 - Recommendations for items that should be included in a Restrictive Covenant.
 - x. Any special requirements that the proposed subdivision should undertake so that it will not impact the bank(s). The report must consider erosion and structural requirements.
 - xi. Any items required in other sections of this document.
 - xii. Recommendations for erosion and sedimentation controls for water and wind.
 - xiii. Recommendations for roof drains and perimeter drains.
 - xiv. Recommendations for construction of detention or infiltration ponds if applicable.

5. Charges and Fees

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

James Kay, P. Eng.

Development Engineering Manager

AS



Z20-0016 729 Fitzpatrick Road

Rezoning Application



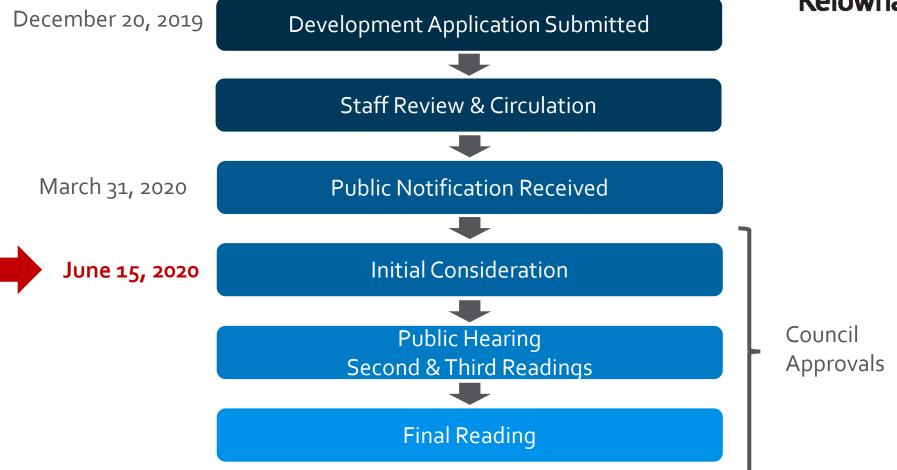
Proposal



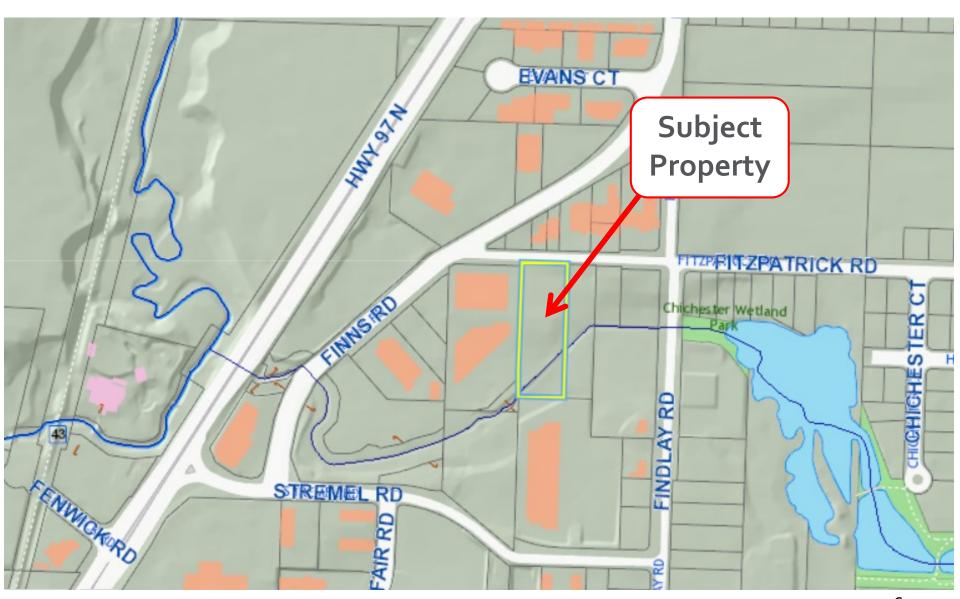
- To consider an application to:
 - ▶ Rezone the subject property from A1-Agriculture to the I2 – General Industrial zone and P3 – Parks and Open Space zone, to facilitate the use of the subject property for an industrial development, and;
 - Dedicate a portion of the property as parkland.

Development Process

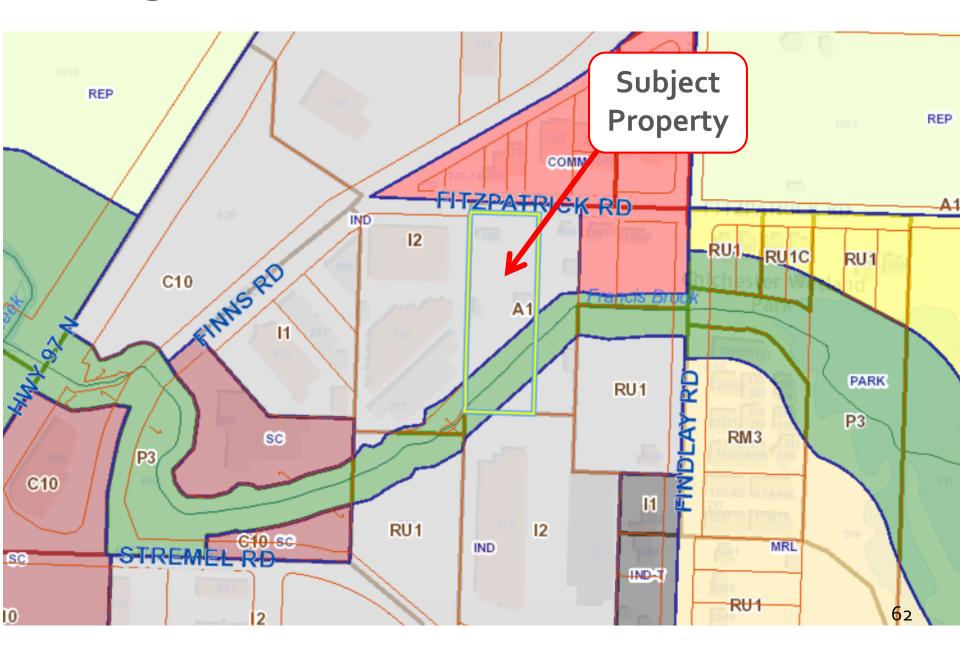




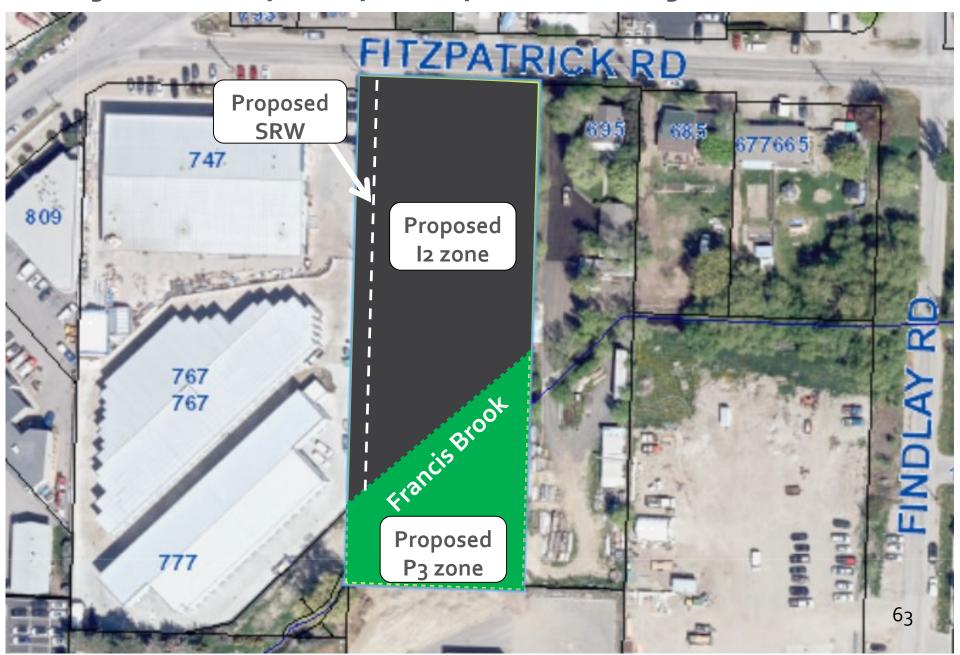
Context Map



Zoning and OCP Future Land Use



Subject Property Map and Project Details



Development Policy



- Meets the intent of the Official Community Plan
 - Industrial Land Use Policies Focus industrial development to areas suitable for industrial use
 - ► Provide Parks for a Diversity of People and a Variety of Uses *Dedication of Linear Parks*
- Natural Environment DP for Francis Brook

Staff Recommendation

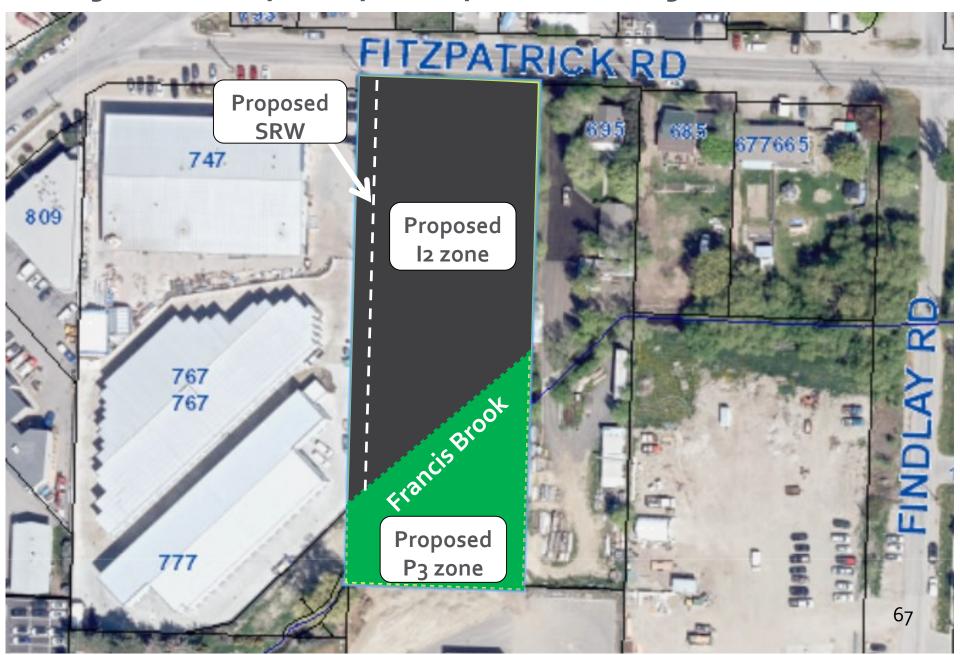


- Staff recommend <u>support</u> for the proposed rezoning of the subject property
- Meets the intent of the Official Community Plan
 - ► Industrial Land Use
 - Provide Parks for a Diversity of People and a Variety of Uses
- Recommend the Bylaw be forwarded to Public Hearing



Conclusion of Staff Remarks

Subject Property Map and Project Details



CITY OF KELOWNA

BYLAW NO. 12050

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

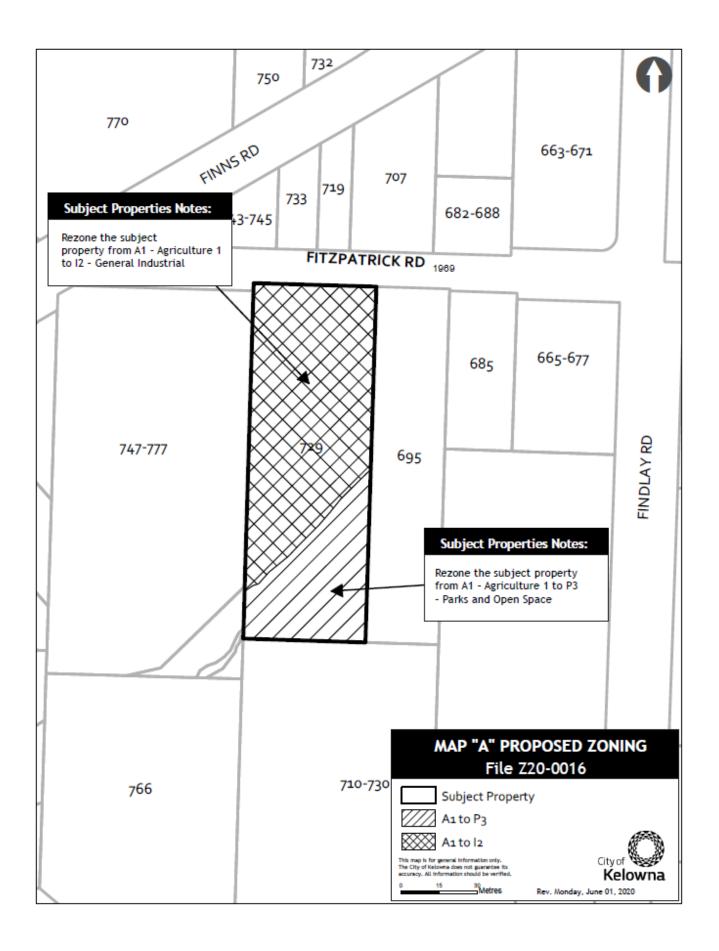
Adopted by the Municipal Council of the City of Kelowna this

Z20-0016 – 729 Fitzpatrick Road

The Munic	cipal Council of the City of Kelowna, in open meeting assembled, enacts as follows:	
7, 5 fro	HAT City of Kelowna Zoning Bylaw No. 8000 be amended by changing the zoning classification of Lot Section 34, Township 26, ODYD Plan 3236 Except Plan B5456 located on Fitzpatrick Rd, Kelowna, BC om the A1 – Agriculture 1 zone to the I2 – General Industrial zone and the P3 – Parks and Open Space ne as shown on Map "A" attached to and forming part of this bylaw;	
	is bylaw shall come into full force and effect and is binding on all persons as and from the date of option.	
Read a firs	t time by the Municipal Council this	
Read a sec	cond and third time by the Municipal Council this	
Approved under the Transportation Act this		
(Approving	g Officer – Ministry of Transportation)	

City Clerk

Mayor



REPORT TO COUNCIL



Date: June 15, 2020

To: Council

From: City Manager

Department: Development Planning Department (AF)

Application: Z18-0069 **Owner:** Michael Lanan Stang

Address: 178 Timberline Road Applicant: Urban Options Planning &

.. Permits

Subject: Rezoning Application

Existing OCP Designation: REP – Resource Protection Area

Existing Zone: A1 – Agriculture 1

Proposed Zone: RR1C – Rural Residential 1 with Carriage House

1.0 Recommendation

THAT Rezoning Application No. Z18-oo69 to amend the City of Kelowna Zoning Bylaw No. 8000 by changing the zoning classification of Lot 13 Section 16 Township 28 Similkameen Division Yale District Plan 34351, located at 178 Timberline Road, Kelowna, BC from the A1 – Agriculture 1 zone to the RR1c – Rural Residential 1 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 consider an application to rezone the subject property from the A1 - Agriculture 1 zone to the RR1c - Rural Residential 1 with Carriage House zone to facilitate the development of a carriage home, and to waive the Public Hearing.

3.0 Development Planning

Development Planning Staff are recommending support for the proposed rezoning application from A1 – Agriculture 1 to RR1c – Rural Residential 1 with Carriage House on the subject property as the application is consistent with the Official Community Plan (OCP) Future Land Use designation of REP – Resource Protection Area.

The property is located outside of the Permanent Growth Boundary (PGB) area of the City but is not located within or adjacent to the Agricultural Land Reserve (ALR) and is over 1.0 hectare (ha) in total site area. As per the carriage house regulations in Zoning Bylaw No. 8000, carriage homes are required to be connected to sanitary sewer unless the lot is at least 1.0 ha in area and meets the requirements of the City and Medical Health Officer for septic disposal capacity. The subject site does not have access to community sanitary sewer but is approximately 2.32 hectares in size and therefore exceeds this regulation. The rezoning application also puts the overall property into a Rural Residential zone in keeping with the use of the property for housing rather than the existing A1 - Agricultural 1 zone.

The applicant has submitted conceptual drawings indicating a carriage house can be constructed to meet all Zoning Bylaw requirements without variances.

4.0 Proposal

4.1 Project Description

The existing property contains a 1-storey single-family dwelling with a modest sized accessory building located to the east of the home and a sizeable paved parking area between the two structures. The property currently has two driveway accesses off of Timberline Road, however, only one access is permitted as per the City of Kelowna Subdivision, Development & Servicing Bylaw No. 7900. The applicant will utilize the principle driveway located to the west to access both the existing home and the proposed carriage home and remove the second non-conforming access located to the east on Timberline Rd.

The proposed rezoning from A1 to RR1c would facilitate the development of a carriage home on the subject property. The applicant has provided conceptual drawings that propose a 1-storey carriage house to be constructed in the southwestern portion of the property to the west of the existing single-family dwelling.

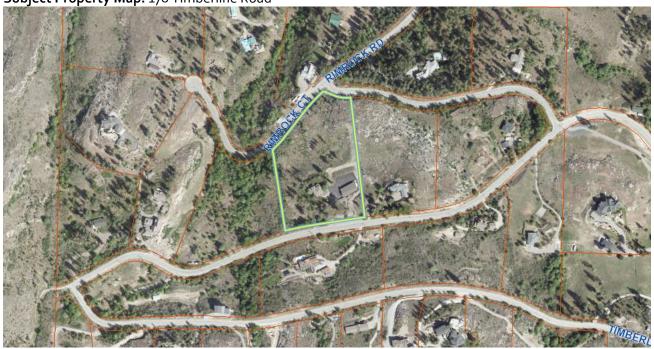
4.2 Site Context

The subject property is located in South Okanagan Mission City Sector near the intersection of Lakeshore Road and Rimrock Road and just east of Okanagan Mountain Park. The neighbourhood consists largely of single-family homes situated in a rural neighbourhood context. There is one existing property to the south of the subject property located at 195 Swick Rd / 5760 Lakeshore Rd zoned RR1c. The surrounding Future Land Use designations include REP – Resource Protection Area and PARK – Major Park / Open Space.

Specifically, adjacent land uses are as follows:

Orientation	Zoning	Land Use
North	A1 – Agriculture 1	Agriculture
East	A1 – Agriculture 1	Agriculture
South	A1 – Agriculture 1	Agriculture
West	A1 – Agriculture 1	Agriculture





5.0 Current Development Policies

5.1 <u>Kelowna Official Community Plan (OCP)</u>

<u>Chapter 5: Development Process</u>

Objective 5.22 Ensure Context Sensitive Housing Development

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

6.0 Application Chronology

Date of Application Received: June 8, 2018
Date Public Consultation Completed: April 23, 2020

Report prepared by: Andrew Ferguson, Planner

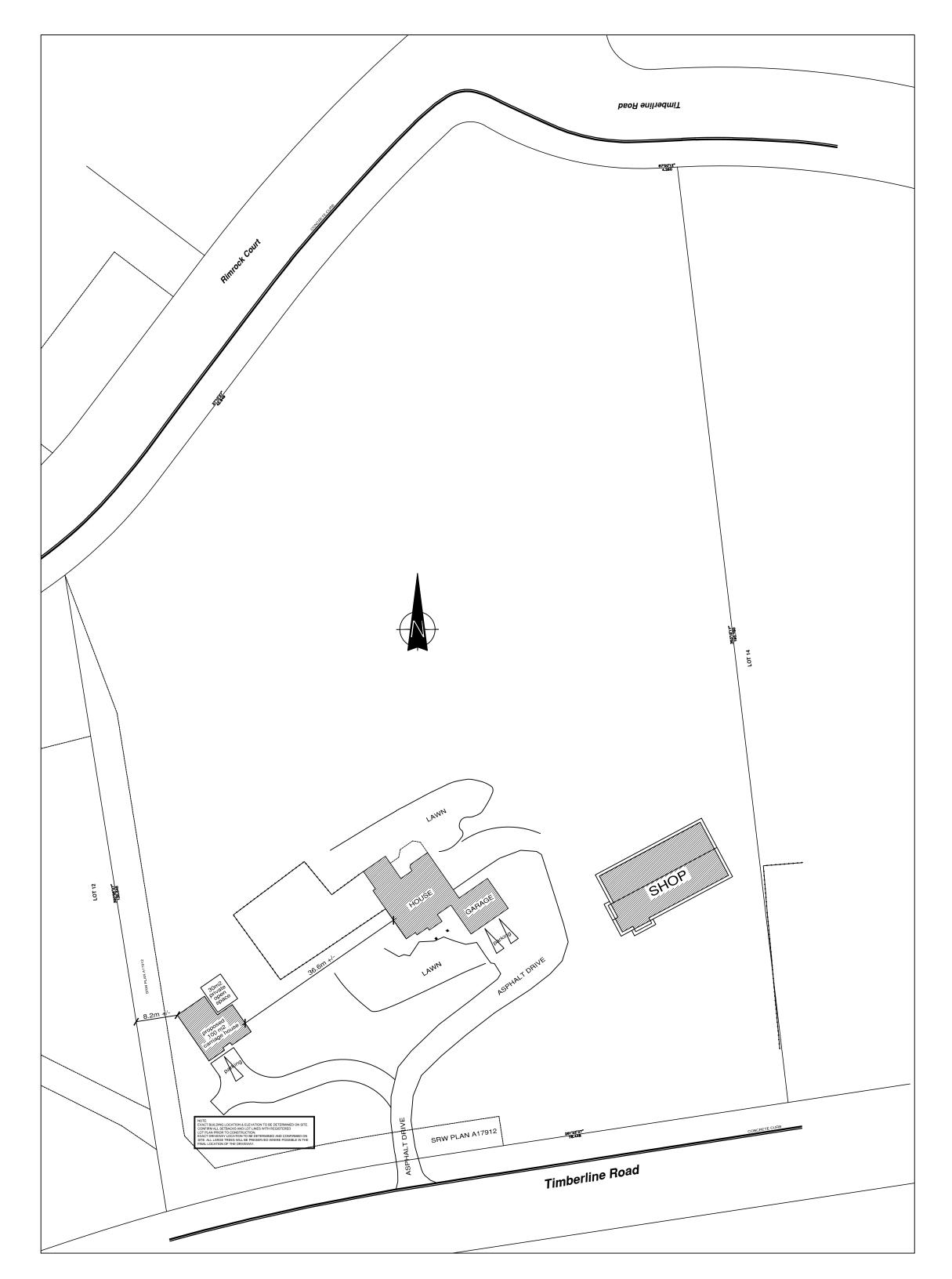
Reviewed by: Wesley Miles, Community Planning & Development Manager Approved for Inclusion: Terry Barton, Development Planning Department Manager

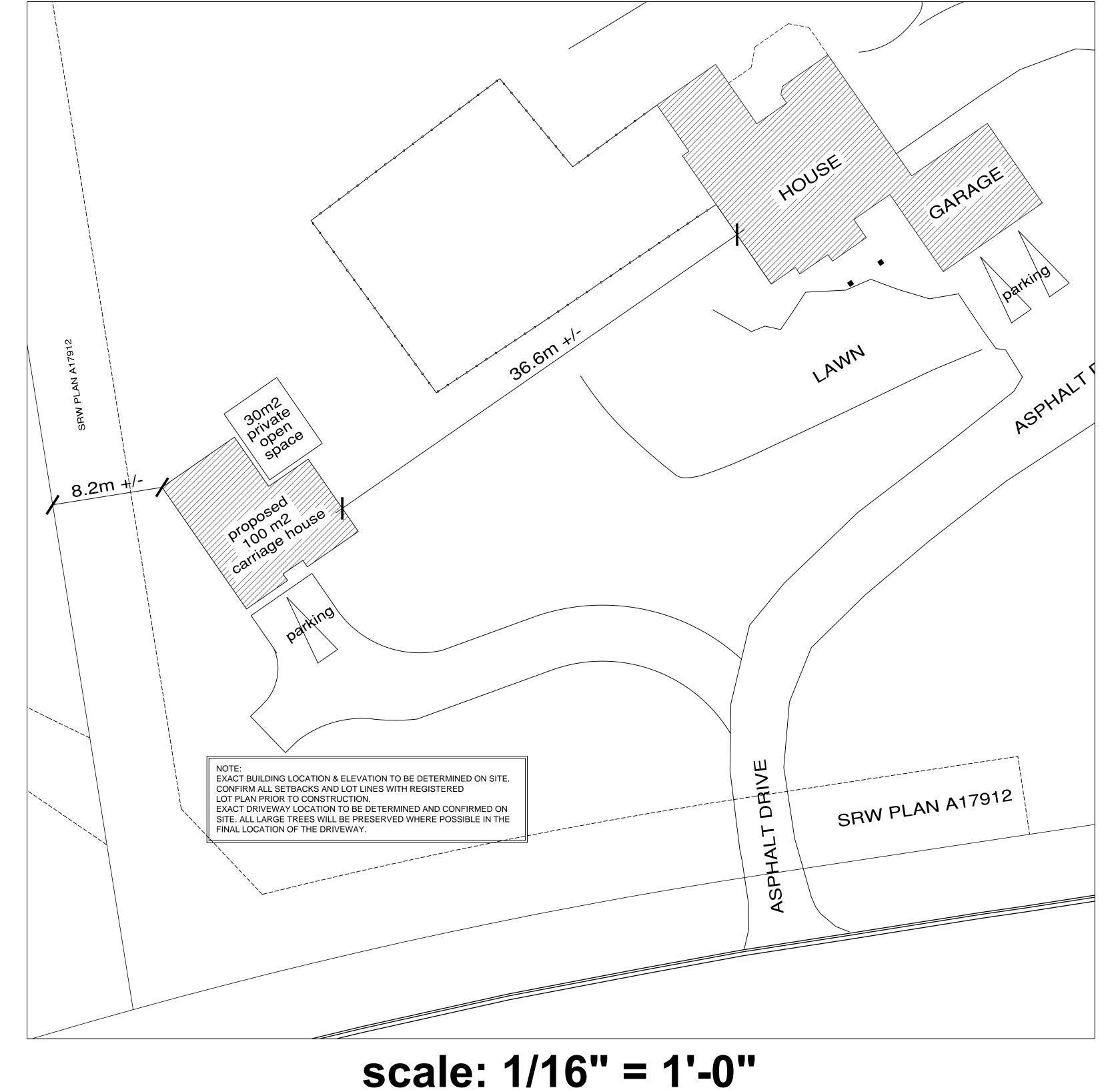
Attachments:

Attachment A: Conceptual Site Plan



Proposed Carriage House for 178 Timberline Road







PROPOSED CARRIAGE HOUSE FOR 178 Timberline Road

Kelowna, B.C. Drawing Scale: 1/4" = 1'-0"

Date: March 23, 2020

Rev. Date: Drn. By: S.H.B.

RR1c Zoning Application



Z18-0069 178 Timberline Rd

Rezoning Application





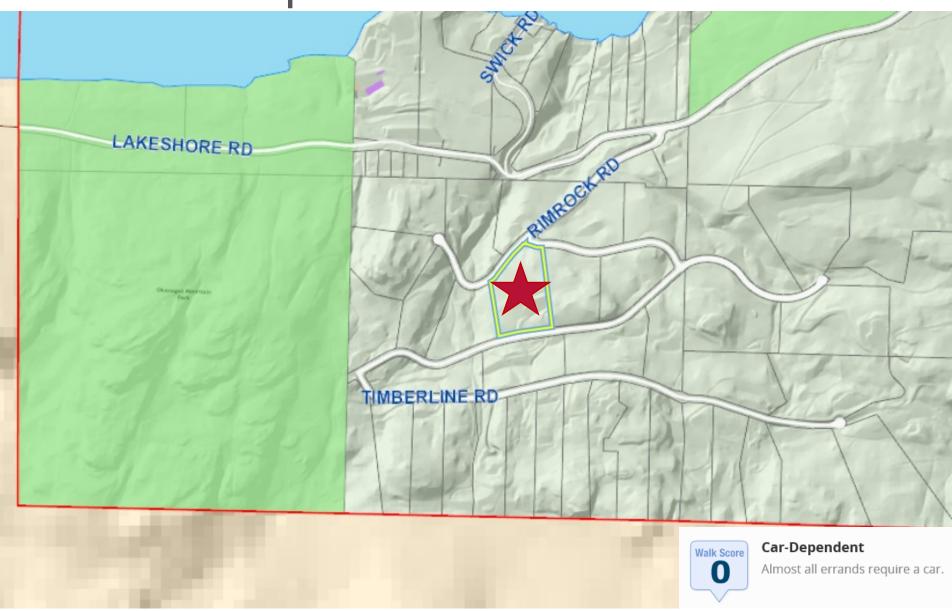
Proposal

➤ To consider an application to rezone the subject property from the A1 – Agriculture 1 zone to the RR1c – Rural Residential 1 with Carriage House zone to facilitate the development of a carriage home.

Development Process



Context Map

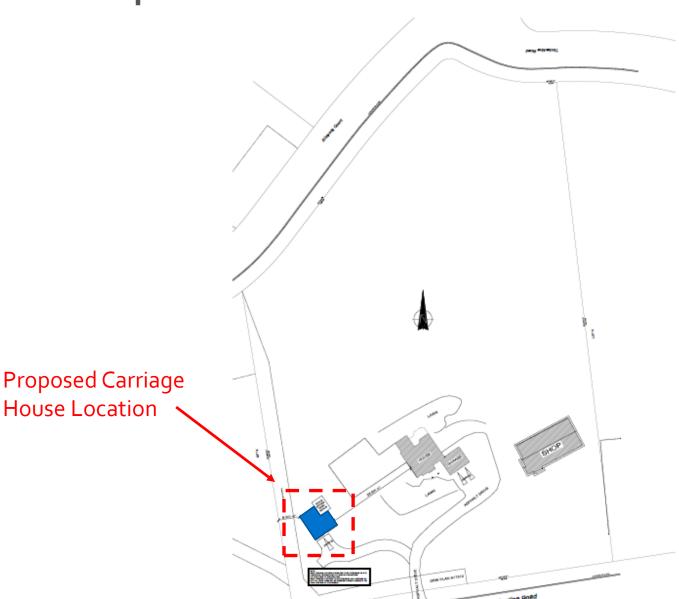


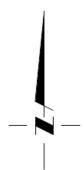
Subject Property Map





Conceptual Site Plan





Conceptual Site Plan Enlargement







Development Policy

- ▶ Meets the intent of Official Community Plan (OCP):
 - Consistent with Future Land Use designation
 - Property not located within or adjacent to the ALR
 - Property is over 1 ha in total area
 - ► Large enough to meet septic disposal capacity
 - Carriage Houses and Accessory Apartments



Staff Recommendation

- Staff recommend support of the proposed rezoning to facilitate development of a carriage house
 - ▶ Meets the intent of the Official Community Plan
- Recommend the Bylaw be forwarded to Public Hearing



Conclusion of Staff Remarks

CITY OF KELOWNA

BYLAW NO. 12051 Z18-0069 – 178 Timberline Road

A bylav	A bylaw to amend the "City of Kelowna Zoning Bylaw No. 8000".		
The M	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 13, Section 16, Township 28, SDYD, Plan 34351 located at Timberline Road, Kelowna, BC from the A1 – Agriculture 1 zone to the RR1c – Rural Residential 1 with Carriage House zone.		
2.	This bylaw shall come into full force and effect and of adoption.	d is binding on all persons as and from the date	
Read a	first time by the Municipal Council this		
Public	Public Hearing Waived by the Municipal Council this		
Read a	Read a second and third time and adopted by the Municipal Council of the City of Kelowna this		
		Mayor	
	_	City Clerk	

REPORT TO COUNCIL



Date: June 15, 2020

To: Council

From: City Manager

Department: Development Planning

Application: Z19-0116 Owner: Raul Holdings Inc., Inc. No.

BC0968428

Address: 1990 Landsdowne Place Applicant: Gerald Bugera

Subject: Rezoning Application

Existing OCP Designation: SC – Service Commercial

Existing Zone: C10 – Service Commercial

Proposed Zone: C1orcs – Service Commercial (Retail Cannabis Sales)

1.0 Recommendation

THAT Rezoning Application No. Z19-o116 to amend the City of Kelowna Zoning Bylaw No. 8000 by changing the zoning classification of Lot A Section 35 Township 26 ODYD Plan 19674 Except Plans 23587 and EPP53538, located at 1990 Landsdowne Pl, Kelowna, BC from the C10 – Service Commercial zone to the C10rcs – Service Commercial (Retail Cannabis Sales) zone be considered by Council;

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

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

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

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

2.0 Purpose

To consider an application to rezone the subject property from the C10 – Service Commercial zone to the C10rcs – Service Commercial (Retail Cannabis Sales) zone to facilitate a retail cannabis sales establishment.

3.0 Development Planning

Development Planning Staff are recommending support for the proposed rezoning to the C1orcs – Service Commercial (Retail Cannabis Sales) to allow a retail cannabis sales establishment on the subject property as it is consistent with the Official Community Plan (OCP) Future Land Use Designation of SC- Service Commercial.

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

The proposed rezoning meets the regulations for Retail Cannabis Sales Establishments in Zoning Bylaw No. 8000 and there are no variances being requested.

4.0 Proposal

4.1 Project Description

A Retail Cannabis Sales Establishment is proposed in an existing ground-floor commercial retail unit on the subject property.

Subject Property Map: 1990 Landsdowne Pl



4.2 <u>Site Context</u>

The subject property is located on the east side of Highway 97 North and just south of the Sexsmith road, Hwy 97 N and Old Vernon Road intersection. There is one existing commercial building located on site containing 4 separate existing commercial retails units (CRU's). The site is located in the Rutland City Sector and has a future Land Use designation of SC- Service Commercial. The surrounding Future Land Use designations include SC – Service Commercial and REP – Resource Protection Area on the east side of the highway corridor and IND – Industrial and PARK – Major Park / Open Space located on the west side of Hwy 97 N. The nearest approved retail cannabis sales establishment is located at 1675-1677 Commerce Avenue which is in excess of 2km from the subject property.

Specifically, adjacent land uses are as follows:

Orientation	Zoning	Land Use
North	A1 – Agriculture 1	Mill Creek Linear Park
East	C10 – Service Commercial	Commercial Plaza
South	A1 – Agriculture 1	Active farming
West	LUC77-1040 / Underlying zone of A1 — Agriculture 1	Commercial plaza with Gas Bar

5.0 Application Chronology

Date of Application Received: September 18, 2019
Date Public Consultation Completed: November 21, 2019

Report prepared by: Andrew Ferguson, Planner II

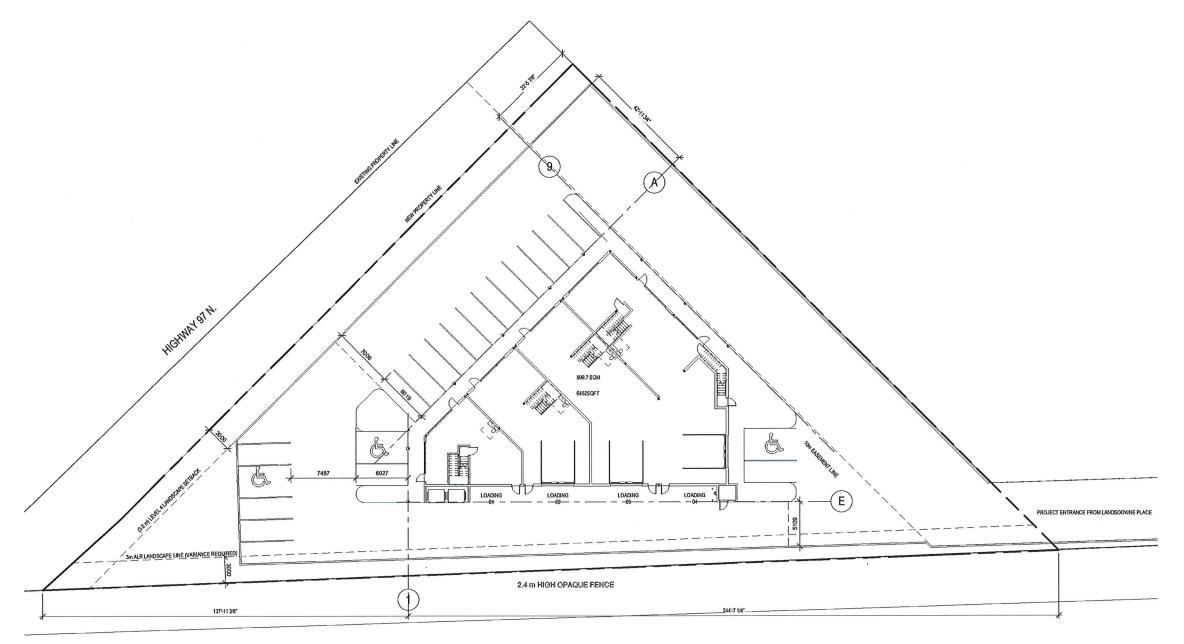
Reviewed by: James Moore, Urban Planning & Development Policy Manager

Approved for Inclusion: Terry Barton, Development Planning Department Manager

Attachments:

Attachment A: Floor and Site Plans





1 SITE PLAN A1.00 1/16" = 1'-0"





AAA MAIBC MRAIC
3430 BENVOULIN ROAD
KELOWNA BC VIW 4M5
- Phone: 778-484-0223 pal@pmccarch.com

RAUL HOLDINGS INC. COMMERCIAL

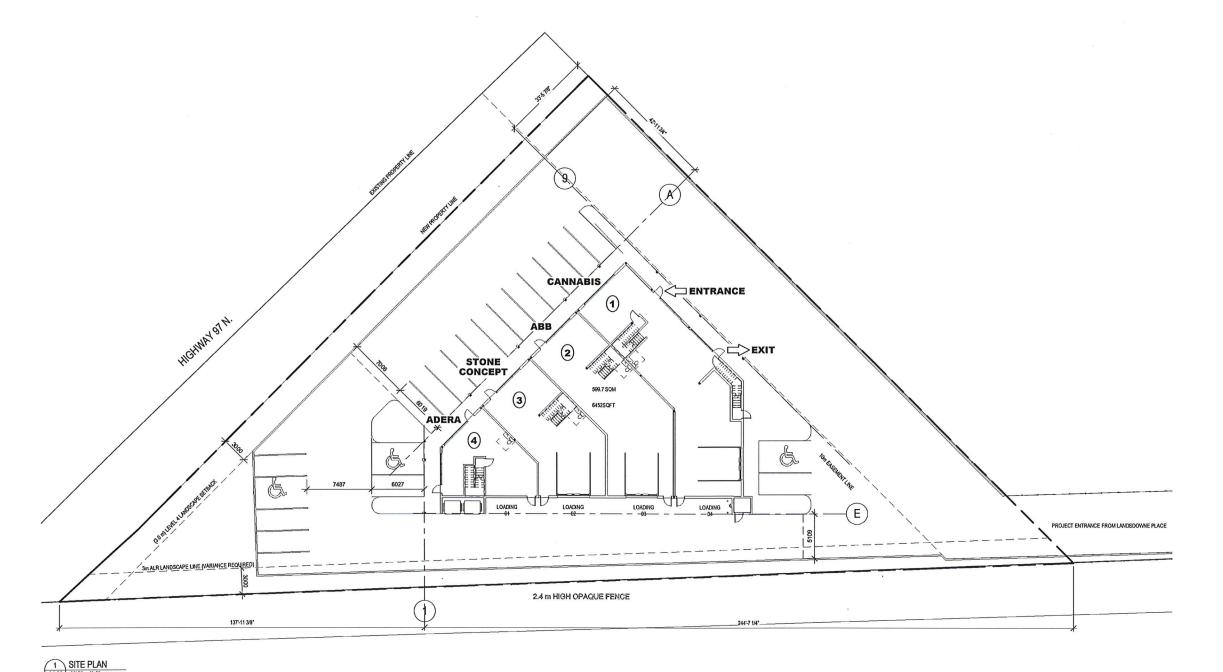
1990 LANDSDOWN PLACE project no. 1301

drawing title SITE PLAN

JGW

A1.00 2016-10-06 10:39:36 AM





UPSTAIRS 1800 SQUARE FEET, NOT TO BE USED FOR CANNABIS

Notes: • Copyrigh Reserved. This drawing and design are, and at all fines remain, the properly of Patrick McCusher Architecture Inc., and can be restrictived only with written consert.

All drawings shall be read in conjunction with specification consultant details.

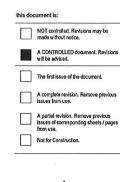
All work shall be carried out in accordance with Canadian standards, specifications, B.C. Building Code (Current Edition

Tabulated scales refer to Arch D size drawings sheet

his drawing must not be scaled.

iot.

issions or discrepancies shall be reported to the o





2 2016 18.35 ISSUED FOR CONSTRUCT 1 20151112 ISSUED FOR DP

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101 - 1865 DILWORTH DR. SUITE 52 KELOWNA BC VIY9



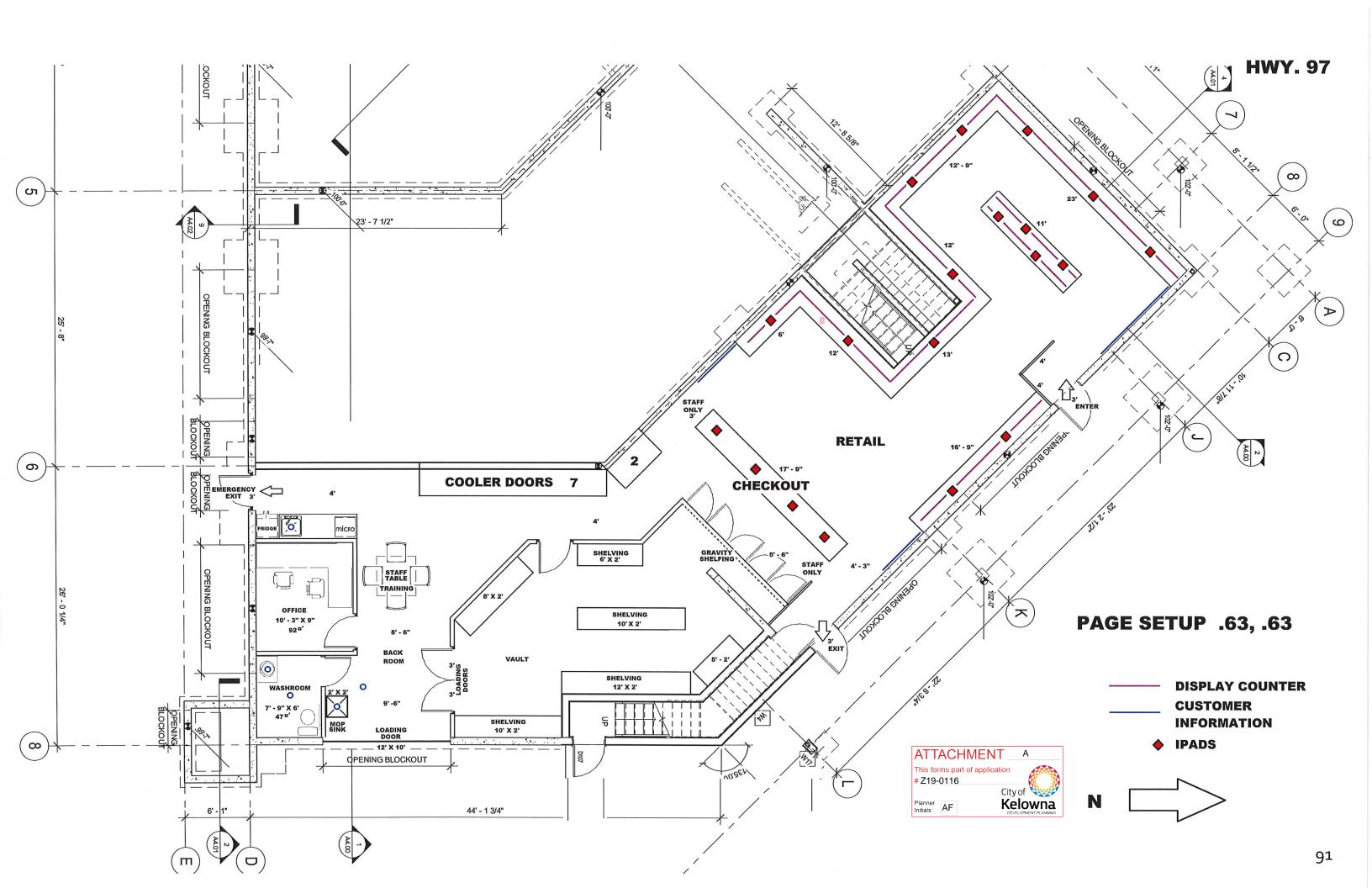
RAUL HOLDINGS INC. COMMERCIAL

1990 LANDSDOWN PLACE

project no. 1301

drawing title SITE PLAN

designed	PS	scale	1/16" = 1'-0
drawn	JGW		
checked	PS		
drawing no.			





Z19-0116 1990 Landsdowne Pl

Rezoning Application





Proposal

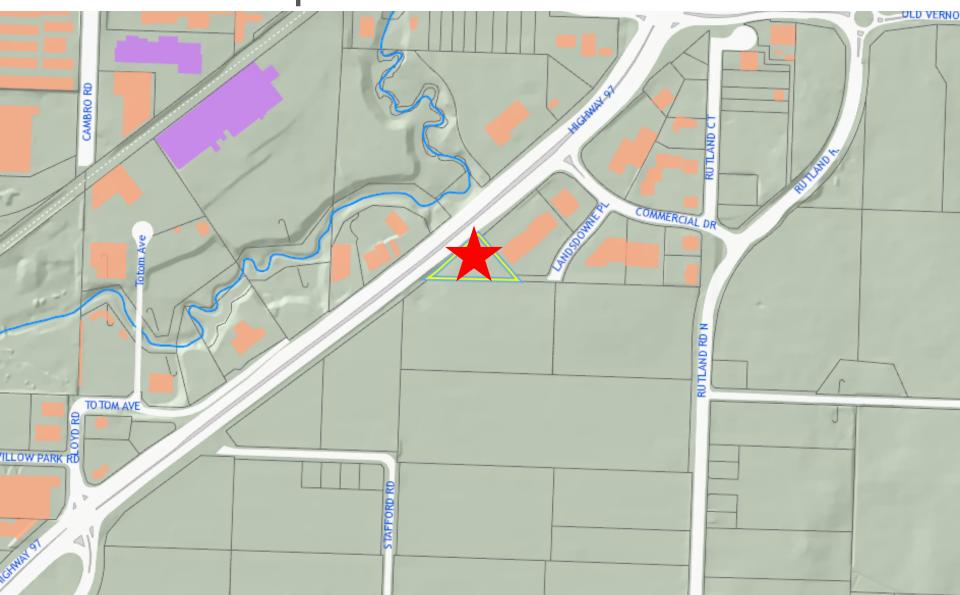
➤ To consider an application to rezone the subject property from the C10 — Service Commercial zone to the C10rcs — Service Commercial (Retail Cannabis Sales) zone to facilitate a retail cannabis sales establishment.

Development Process





Context Map



OCP Future Land Use / Zoning



96

Subject Property Map

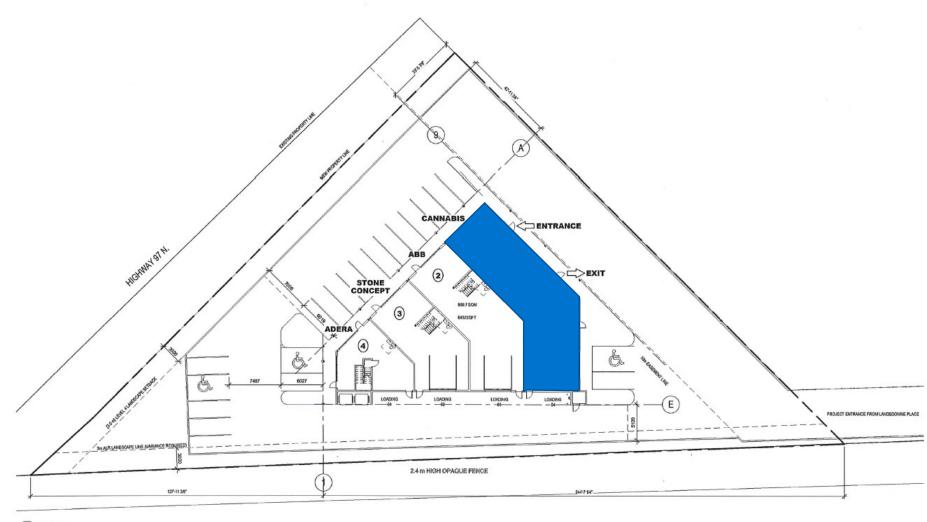




Project/technical details

- ► Rezone property from C10 to C10rcs
- ► Consistent with Future Land Use designation of SC
 - Service Commercial
- ➤ Should Council support the rezoning application, a BP will be required to facilitate interior building changes to facilitate the proposed retail cannabis sales establishment.

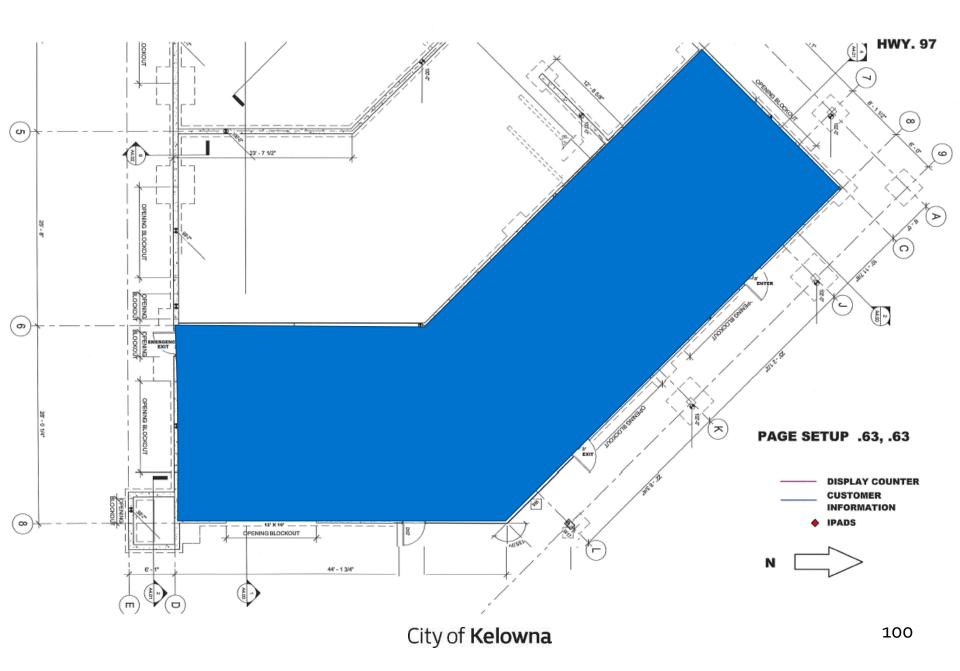
Site Plan



1 SITE PLAN
ALO, 196°= 1'0°

UPSTAIRS 1800 SQUARE FEET, NOT TO BE USED FOR CANNABIS

Floor Plan





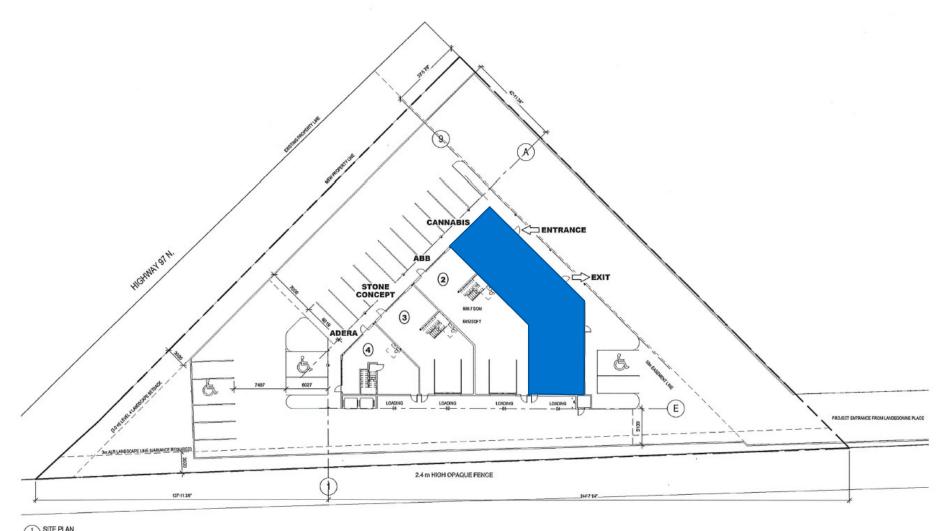
Staff Recommendation

- Staff are recommending support for the proposed rezoning to C1orcs
 - ► Consistent with the Future Land Use designation of SC
 - Service Commercial



Conclusion of Staff Remarks

Site Plan



UPSTAIRS 1800 SQUARE FEET, NOT TO BE USED FOR CANNABIS

CITY OF KELOWNA

BYLAW NO. 12052 Z19-0116 — 1990 Landsdowne Place

A bylav	v to amend the "City of Kelowna Zoning Bylaw No. 8000".
The Mu	unicipal Council of the City of Kelowna, in open meeting assembled, enacts as follows:
1.	THAT City of Kelowna Zoning Bylaw No. 8000 be amended by changing the zoning classification of Lot A, Section 35, Township 26, ODYD, Plan 19674 Except Plans 23587 and EPP53538 located at Landsdowne Place, Kelowna, BC from the C10 – Service Commercial zone to the C10rcs – Service Commercial (Retail Cannabis Sales) zone.
2.	This bylaw shall come into full force and effect and is binding on all persons as and from the date of adoption.
Read a	first time by the Municipal Council this
Conside	ered at a Public Hearing on the
Read a	second and third time by the Municipal Council this
Approv	red under the Transportation Act this
(Appro	ving Officer – Ministry of Transportation)
Adopte	ed by the Municipal Council of the City of Kelowna this
	Mayor

City Clerk

REPORT TO COUNCIL



Date: June 15, 2020

To: Council

From: City Manager

Department: Development Planning

Reid's Crossing Development

Application: OCP18-0005, TA18-0011, Z18-0019 **Owner:** Inc., Inc. No. BC1165652

City of Kelowna

Address: 175 Old Vernon Road

2053, 2065, and 2115 Rutland Court

Applicant: Garry Fawley

Subject: OCP Amendment and Rezoning Application

Existing OCP Designation: Resource Protection Area (REP) and Service Commercial (SC)

Proposed OCP Designation: Service Commercial (SC)

Existing Zone: A1 – Agriculture 1

Proposed Zone: C10lp Service Commercial (Liquor Primary)

1.0 Recommendation

THAT Official Community Plan Amendment Application No. OCP18-0005 to amend Map 4.1 in the Kelowna 2030 – Official Community Plan Bylaw No. 10500 by changing the Future Land Use designation of portions of Lot A Section 35 Township 26 ODYD Plan EPP56074; Lot 1 Section 35 Township 26 ODYD Plan 4375 Except Plan EPP56072; Lot 4 Section 35 Township 26 ODYD Plan 4170; and Lot A Section 35 Township 26 ODYD Plan 23482 Except Plan EPP56073, located at 175 Old Vernon Road and 2053, 2065, and 2115 Rutland Court Kelowna, BC, from the REP – Resource Protection Area designation to the SC – Service Commercial designation, as shown on Map "A" attached to the report from the Development Planning Department dated June 15, 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 Council considers the Public Information Session public process to be appropriate consultation for the *Purpose* of Section 879 of the *Local Government Act*, as outlined in the report from the Development Planning Department dated June 15, 2020;

AND THAT final adoption of the Official Community Plan Map Amending 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 June 15, 2020;

AND THAT Rezoning Application No. Z18-0019 to amend the City of Kelowna Zoning Bylaw No. 8000 by changing the zoning classification of Lot A Section 35 Township 26 ODYD Plan EPP56074; Lot 1 Section 35 Township 26 ODYD Plan 4375 Except Plan EPP56072; Lot 4 Section 35 Township 26 ODYD Plan 4170; and Lot A Section 35 Township 26 ODYD Plan 23482 Except Plan EPP 56073, located at 175 Old Vernon Road and 2053, 2065, and 2115 Rutland Court, Kelowna, BC, from the A1 – Agriculture 1 zone to the C10lp – Service Commercial (Liquor Primary) 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 June 15, 2020;

AND THAT Zoning Bylaw Text Amendment Application No. TA18-0011 to amend Zoning Bylaw No. 8000 as outlined in the report from the Development Planning Department dated June 15, 2020 to allow additional retail and commercial uses be considered by Council;

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

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

2.0 Purpose

To amend the Official Community Plan to change the future land use designation of the subject properties to SC – Service Commercial to facilitate the rezoning of the subject property to the C10lp – Service Commercial (Liquor Primary) zone with the following additional permitted uses: Retail Store, Convenience; Retail Store, General; Health Services, Major and Minor; Personal Service Establishments; Contractor Services, Limited; and Financial Services.

3.0 Development Planning

Development Planning staff recommend support for the proposed OCP and Zoning Bylaw amendments. If approved, the amendments will result in a new multi-building shopping complex that could accommodate a range of service commercial and light industrial businesses. The proposed amendments are consistent with the Official Community Plan SC - Service Commercial Future Land Use designation which is meant to provide land for business support services and other commercial uses that may require on-site storage. The property is located within the Permanent Growth Boundary and has full urban services.

The proposed development is appropriately located in an area characterized by light industrial and service commercial businesses. The proposed C1olp zone accommodates a mix of commercial uses, including vehicular oriented uses. The proposed rezoning would also allow for 'Liquor Primary Establishments', provided that future tenants obtain required license approvals from the Liquor & Cannabis Regulation Branch. No applications for liquor primary establishment have been submitted to date.

In addition to the uses permitted in the C10lp zone the following additional uses are proposed: Retail Store, Convenience; Retail Store, General; Health Services, Major and Minor; Personal Service Establishments; Contractor Services, Limited; and Financial Services. These additional uses are meant to provide convenient retail shops and services for residents working and living in the surrounding area with the exception of

'Contractor Services, Limited' which is meant to accommodate light industrial business that provide services primarily to individual households such as plumbing and heating services.

4.0 Proposal

4.1 <u>Background</u>

The subject site is located on the southwest corner of Old Vernon Road and Rutland Road North. The site also has road frontage along Rutland Court and Commercial Drive. The road network in this area was reconfigured in 2018, and a roundabout at the intersection of Old Vernon Road and Rutland Road North was constructed as part of that project.

The subject site consists of four legal parcels and an undeveloped laneway. The parcels located 175 Old Vernon Road and 2115 and 2065 Rutland Court are privately owned. The fourth parcel, located at 2053 Rutland Court, and the laneway are owned by the City of Kelowna. The applicants have have entered into a purchase agreement with the City of Kelowna to purchase 2053 Rutland Court and a portion of the lane that runs through the middle of the site. In total, the size of the subject site is 5.55 acres.

The applicant's intention is to consolidate all of the properties and then subdivide the parcel into two lots. The applicant would then proceed with a proposal for a shopping centre development with units leased to a range of retail and service commercial businesses. To facilitate this development a number of applications that require Council consideration have been submitted including:

- OCP Amendment Application (OCP18-0005): In terms of OCP Future Land Use Designation, approximately two thirds of the site is designated SC Service Commercial, with the remaining third of the site designated REP Resource Protection Area. The Future Land Use designation boundary currently follows the previous road alignment and needs to be amended to reflect the new road alignment; once this is completed, the entire site will be designated Service Commercial.
- **Rezoning Application (Z18-0019):** The entire site is zoned A1 Agriculture 1. In November of 2018 the owners applied to rezone the property to: C10lp Service Commercial (Liquor Primary). The proposed C10 zone is meant to accommodate a mix of commercial uses, including vehicular oriented uses. The application includes the use of Liquor Primary Establishments to provide the option for a future tenant to apply for a licence to operate a liquor primary establishment.
- Zoning Bylaw Text Amendment Application (TA18-0011): In November of 2018, in addition to the permitted uses allowed in the C10 zone the property owners applied to allow the following uses on the subject property: Retail Store, Convenience; Retail Store, General; Health Services, Major and Minor; Personal Service Establishments; Contractor Services, Limited; Financial Services. If approved this text amendment would allow for the proposed commercial units to be leased to a wider range of tenants and offer services that otherwise would not be permitted in the C10 Zone.

In addition to the OCP/Zoning Bylaw amendment applications, a Traffic Impact Analysis was undertaken, and Development Permit and Subdivision application have also been submitted. The Development Permit plans submitted meet the regulations of the C1olps zone with regards to site coverage, parking, and height. Staff do not anticipate that any variances will be required to accommodate the proposed development.

4.2 <u>Project Description</u>

The proposal is to redevelop the entire site. The four existing lots would be consolidated and then subdivided to create two large legal parcels. One of the two lots is proposed to front Rutland Road N and Old Vernon Road. This lot is proposed to include a carwash, shopping centre, and drive-thru food primary establishment. The second of the two lots would front Rutland Court and Commercial Drive. This lot is currently proposed to include a gas station, shopping centre building, and an additional building intended to accommodate

service commercial/light industrial uses that require loading spaces and service bays such as warehouse sales, vehicle and equipment services, and automotive repair shops.



Figure 1. Proposed Shopping Centre.

4.3 Site Context

The site is located at the northern extent of the Rutland City Sector in an area colloquially known as 'Reid's Corner'. The subject site has previously been used for residential housing and topsoil storage. The property is mostly vacant with the exception of one single detached house at 2053 Rutland Ct. The properties to the South and East of the site are zoned A1 and located within the ALR. The properties to the North and West of the site are zoned C10 and I2 are being used for a range of service commercial and light industrial uses. Specifically, adjacent land uses are as follows:

Orientation	Zoning	Land Use
North	12	General Industrial
East	A1	Agricultural (ALR)
South	A1	Agricultural (ALR)
West	l1, l2,C10	Light Industrial/Service Commercial

Subject Property Map:



Figure 2. Subject Site Map.

5.0 Current Development Policies

5.1 <u>Kelowna Official Community Plan (OCP)</u>

<u>Chapter 5: Development Process</u>

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 5.2 Develop sustainably.

Policy .3 Complete Suburbs. Support a mix of uses within Kelowna's suburbs (see Map 5.1 - Urban Core Area), in accordance with "Smart Growth" principles to ensure complete communities. Uses that should be present in all areas of the City (consistent with Map 4.1 - Future Land Use Map), at appropriate locations, include: commercial, institutional, and all types of residential uses (including affordable and special needs housing) at densities appropriate to their context. Building heights in excess of four storeys will not be supported within the suburban areas, unless provided for by zoning existing prior to adoption of OCP Bylaw 10500.

5.2 <u>City of Kelowna Zoning Bylaw No. 8000</u>

Section 14: Commercial Zones

C10 – Service Commercial, Section 14.10.1 Purpose. The purpose is to designate and preserve land for the accommodation of a mix of commercial uses, including vehicular oriented areas, not provided for in other zones.

6.0 Application Chronology

Date of Application Received: Nov 9, 2018 (Revised February 27, 2019)

Date Public Consultation Completed: May 20, 2019

Report prepared by: Arlene Janousek, Environmental Coordinator

Reviewed by: Dean Strachan, Suburban and Rural Planning Manager

Approved for Inclusion: Terry Barton, Development Planning Department Manager

Attachments:

Map "A": Proposed OCP Amendment Map OCP18-0005

Schedule "A": Development Engineering Memo Z18-0019

Schedule "B": Summary Table of Proposed Text Amendments to Zoning Bylaw No. 8000 TA18-0011

Attachment "A": Site Plan



OCP18-0005, TA18-0011, Z18-0019 175 Old Vernon Road 2053, 2065, and 2115 Rutland Court

OCP Amendment, Rezoning, and Text Amendment Applications





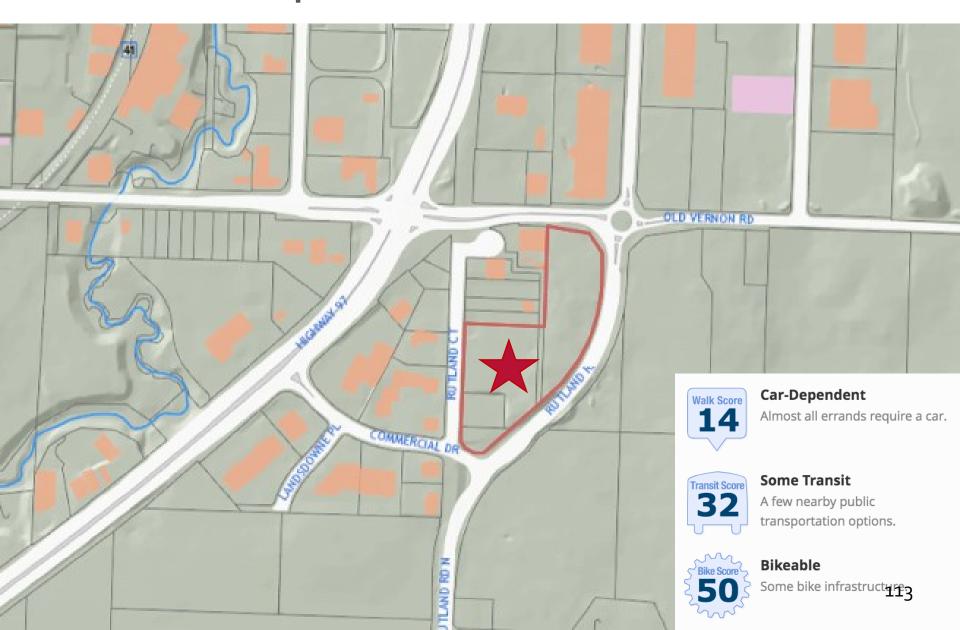
Proposal

- ➤ To amend the Official Community Plan to change the Future Land Use Designation of the subject properties to SC – Service Commercial
- ➤ To rezone the subject property to C1olp Service Commercial (Liquor Primary) with the following additional permitted uses:
 - Retail Store, Convenience; Retail Store, General; Health Services, Major and Minor; Personal Service Establishments; Contractor Services, Limited; and Financial Services

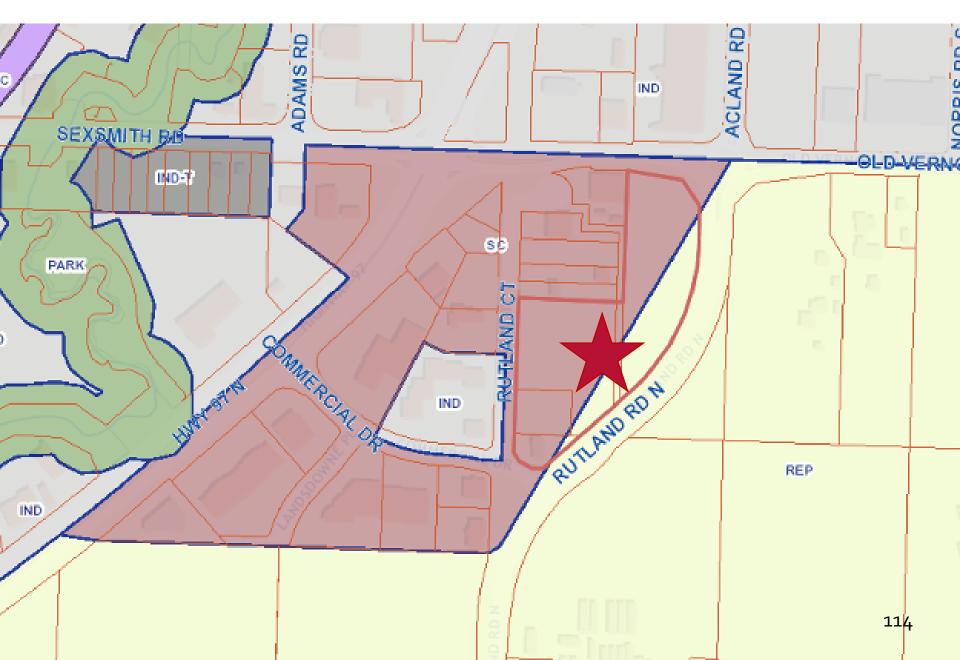
Development Process



Context Map



Future Land Use

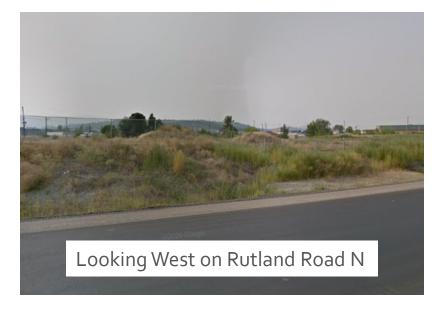


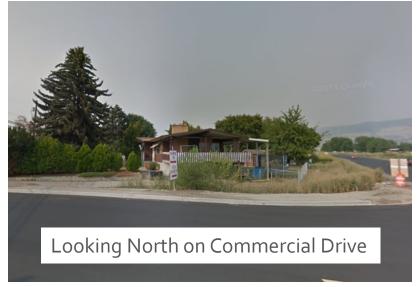
Subject Property Map

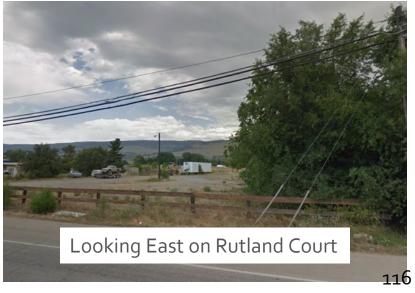


Subject Property Photos



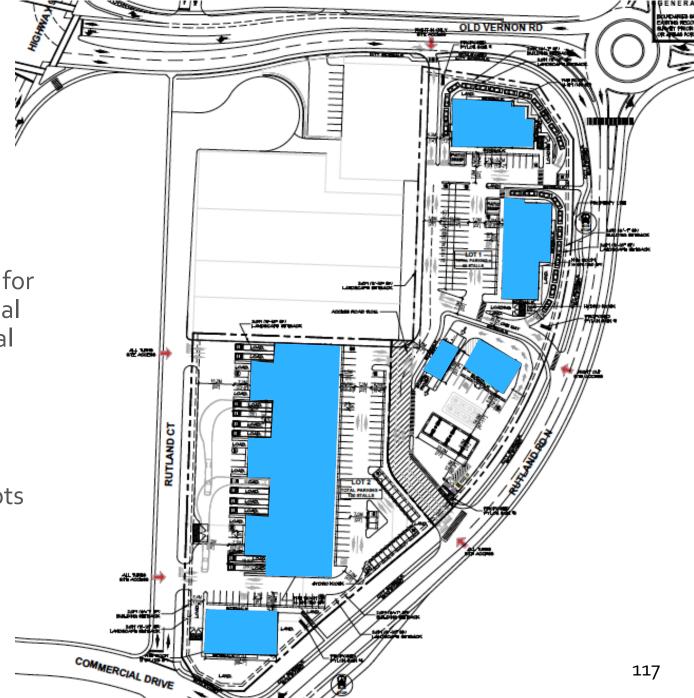






Conceptual Site Plan

- Overall goal: develop a multibuilding complex for service commercial and light industrial businesses
- Subdivision underway to consolidate and reconfigure the lots





OCP Amendment

- ► Two thirds of the site is designated Service Commercial, one third designated Resource Protection Area
- ► The Future Land Use designation boundary follows the previous Rutland Road N alignment; needs to be amended to reflect the new alignment
- ► Entire site would then be designated Service Commercial



Rezoning

- ▶ Meets the intent of OCP Development Policies:
 - ▶ Policy 5.3.2 Compact Urban Form
 - ▶ Policy 5.2.2 Compete Suburbs
- ➤ Zoning is consistent with Future Land Use of SC Service Commercial
 - ► Appropriately located in an area characterized by light industrial and service commercial businesses
 - Proposal includes liquor primary subzone, which would allow a liquor primary establishment in the future pending provincial approval



Text Amendment

- Additional uses proposed through site-specific text amendment:
 - Retail Store, Convenience; Retail Store, General; Health Services, Major and Minor; Personal Service Establishments; Contractor Services, Limited; and Financial Services
- ► Intended to provide shops and services for residents working and living in the area beyond what is permitted under C1olp zoning
- No anticipated conflicts with C₁olp zoning or surrounding land uses

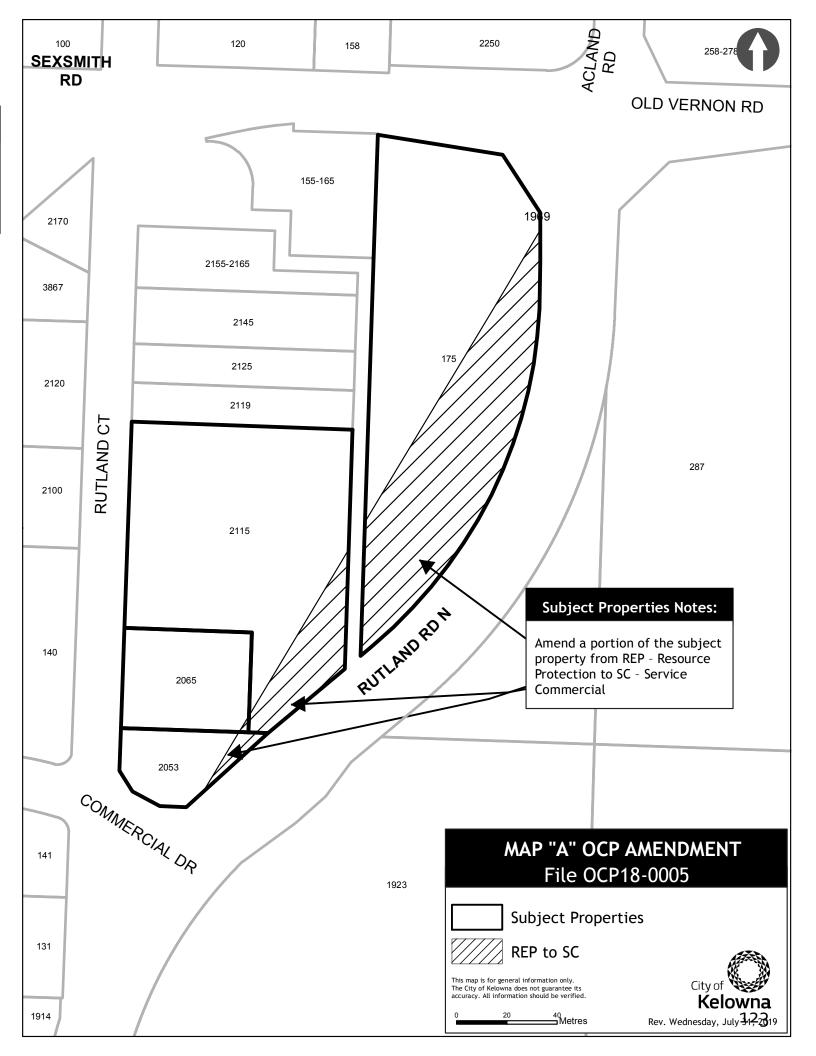


Staff Recommendation

- Staff recommend support of the proposed OCP Amendment, Rezoning, and site-specific Text Amendment
 - OCP Amendment will align Future Land Use Designations with current road configuration
 - Rezoning and proposed uses meet the intent of the Official Community Plan
 - Compact urban form and complete suburbs
 - Appropriate location for commercial and light industrial uses including liquor primary and additional requested uses
- Recommend the applications be forwarded to Public Hearing



Conclusion of Staff Remarks



MEMORANDUM

SCHEDULE

This forms part of application # Z18-0019

ΑJ

Planner Initials



Α

Date: May 25, 2020

File No.: Z18-0019

To: Suburban and Rural Planning (AJ)

From: Development Engineering Manager (JK)

Subject: 175 Old Vernon Road, 2065, 2115 Rutland Ct A1 to C10LR/RLS

The Development Engineering Branch has the following comments and requirements associated with this application. The road and utility upgrading requirements outlined in this memo will be a requirement of this development. This memo supersedes the March 5, 2018 memo originally drafted by the Development Engineering Branch. The changes in this updated memo (see section 4. Road Improvements) are a result of a now completed Traffic Impact Study for the proposed development.

The Development Engineering Technician for this project is Jim Hager.

1. Domestic Water and Fire Protection

- a) The property is located within the Black Mountain Irrigation District (BMID)
- b) 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. Provide water calculations for this subdivision to confirm this. Ensure every building site is located at an elevation that ensures water pressure is within the bylaw pressure limits.
- c) Arrange for individual lot connections before submission of the subdivision plan; including payment of connection fees (provide copy of receipt).
- d) Remove or relocate any existing service connections encroaching on the proposed lots.
- e) Design drawings must be reviewed by the Black Mountain Irrigation District prior to the City issuing the drawings for construction. Confirmation of their review must be provided to the City.

2. <u>Sanitary Sewer</u>

(a) Our records indicate that this proposed development site is connected with a 150mm diameter sewer 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 his cost, will arrange for the removal and

disconnection of the existing service and the installation of one new larger service if necessary.

3. <u>Storm Drainage</u>

- (a) The developer must engage a consulting civil engineer to provide a storm water management plan for these sites which meets the requirements of the City Subdivision, Development and Servicing Bylaw 7900. The storm water management plan must also include provision of lot grading plans, minimum basement elevations (MBE), if applicable, and provision of a storm drainage service and recommendations for onsite drainage containment and disposal systems.
- (b) Only one service will be permitted for this development. The applicant, at his cost, will arrange for the installation of one new overflow service if required.

4. Road Improvements

- (a) As a result of a Traffic Impact Study completed by Stantec Consulting Ltd., a suite off off-site upgrades were agreed upon by the Development Engineering Branch, the Ministry of Transportation and Infrastructure, and the Applicant.
- (b) The off-site upgrades shall be constructed in general conformance with drawing 1433-021-FL2 Rev No. 3. by TRUE Consulting. The off-site works include, but are not limited to:
 - (i) Right-in only access off of Old Vernon Rd.
 - (ii) Upgrades to existing bus stops on the east and west side of Rutland Rd N.
 - (iii) Urbanization, surface widening, and lane marking of Rutland Rd N, including left turn lanes and bike lanes.
 - (iv) Right-out only access onto southbound Rultand Rd N.
 - (v) Restricted-left out access onto Rutland Rd N.
 - (vi) Signalization of the Commercial Dr and Rutland Rd N intersection.
 - (vii) Urbanization of Rutland Ct to an SS-R5 standard.
 - (viii) Continuation of separated sidewalk along the full frontage of the subject lots.
 - (ix) All fronting boulevards to be complete with landscaping and irrigation.

NOTE: These drawings are preliminary in nature and are yet to be issued for construction by the Development Engineering Branch.

5. Transportation

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

6. Subdivision

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

Z18-0019 3 -

(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.

7. Electric Power and Telecommunication Services

- a) All proposed distribution and service connections are to be installed underground.
- b) 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.

8. <u>Engineering</u>

Road and utility construction design, construction supervision, and quality control supervision of all off-site and site services including on-site ground recharge drainage collection and disposal systems, must be performed by an approved consulting civil engineer. Designs must be submitted to the city engineering department for review and marked "issued for construction" by the city engineer before construction may begin.

9. <u>Design and Construction</u>

- (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.

10. <u>Servicing Agreements for Works and Services</u>

(a) A Servicing Agreement is required for all works and services on City lands in accordance with the Subdivision, Development & Servicing Bylaw No.

Z18-0019

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.

4 -

11. Geotechnical Report

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

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

12. Development Permit and Site Related Issues

Access and Manoeuvrability

(i) An WB 20 size vehicle must be able to manoeuvre onto and off the site without requiring a reverse movement onto public roadways.

(ii) Indicate on the site, the locations of loading bays as well as the garbage and recycle bins.

James Kay, P. Eng.

Development Engineering Manager

JKH

Schedule "B" - Zoning Bylaw No. 8000 Text Amendment

No.	Section	Existing Text		ı	Proposed Text		Explanation of Change
1.	14.10 C10 – Service Commercial 14.10.7 Site Specific Uses and Regulations	N/A	Use	s and regulations apply to specific basis as follows: Legal Description Lot A Section 35 Township 26 ODYD Plan EPP56074; Lot 1 Section 35 Township 26 ODYD Plan 4375 Except Plan EPP56072; Lot 4 Section 35 Township 26 ODYD Plan 4170; and Lot A Section 35 Township 26 ODYD Plan 23482 Except Plan EPP56073.	o the C10 — Servic	Regulation To allow Retail Store, Convenience; Retail Store, General; Health Services, Major and Minor; Personal Service Establishments; Contractor Services, Limited; and Financial Services as permitted Principal Uses in addition to those permitted in section 14.10.2.	The new section will facilitate the addition of a site-specific text amendment for the subject properties and allow for various uses in addition to the uses already permitted under the C10 zone. The site-specific text amendment will allow various Principal Uses on the subject property.

19/03/20 ISSUED FOR REZONING

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architects Itd.

420 - 745 THURLOW ST VANCOUVER, BC V6EOC5 TELEPHONE (604) 687:2334

project number 4777

SITE PLAN

scale AS NOTED drawn CDC checked AV





OVERALL SITE INFORMATION:

LEGAL DESCRIPTION:

CIVIC ADDRESSES:

EXISTING ZONING: PROPOSED ZONING:

OVERALL SITE AREA (INC. R.O.W.): 22,464 SM (241,799 SF) (5.55 ACRES)

LOT 1 (BUILDING AREA & PARKING REQUIREMENTS)

LOT AREA, INCL. ROW = 10,785 SM (116,090 SF) (2.66 AC) LOT COVERAGE

NET FLOOR AREA SERVICE FLOOR AREA GROSS FLOOR AREA

PARKING REQUIRED

PARKING PROVIDED PARKING RATIO

PARKING CALCULATIONS (MUST ROUND UP) =

BUILDING A & B [SHOPPING CENTRE USE = 4.4 PER 100 SM G.L.A.] = 1,385 SM / 100 SM X 4.4 = 60.9 ~ 61 STALLS REQUIRED

BUILDING C &D [CONVENIENCE STORE = 2.0 PER 100 SM GFA; GAS BAR USE = 1.0 SPACE PER 2 EMPLOYEES, PLUS 2.0 PER SERVICE BAY; CAR WASH = N/A] = $(277 \text{ SM} / 100 \text{ SM} \times 2.0 = 5.5) + (2 \text{ EMPLOYEES} = 1) = 6.5 \sim \frac{7}{2} \text{ STALLS REQUIRED}$

LOT 2 (BUILDING AREA & PARKING REQUIREMENTS)

LOT AREA LOT COVERAGE

NET FLOOR AREA (MAIN) = 3,690 SM NET FLOOR AREA (MEZZ) = 903 SM SERVICE FLOOR AREA = 26 SM

GROSS FLOOR AREA PARKING REQUIRED = 100 STALLS

= 100 STALLS PARKING PROVIDED PARKING RATIO = 2.2 / 100 SM OR 2.0 / 1,000 SF

PARKING CALCULATIONS (MUST ROUND UP) =

BUILDING E [GENERAL INDUSTRIAL USE = 2.0 PER 100 SM G.F.A.] = 4,064 SM / 100 SM X 2.0 = 81.3 ~ 82 STALLS REQUIRED

BUILDING F [RETAIL USE = 2.0 PER 100 SM G.F.A.; FOOD PRIMARY EST. USE = 1 PER 4 = [F1/F2] 351 SM / 100 SM X 2.0 = 7.0 + [F3] 44 SEATS / 4 = 11 ~ 18 STALLS REQUIRED

PARKING SIZES

REGULAR CAR STALL (BYLAW MINIMUM) 8'-3" (2.5m) x 19'-8" (6.0m) REGULAR CAR STALL (PROVIDED SIZE) 9'-0" (2.7m) x 19'-8" (6.0m) HANDICAP CAR STALL (1 PER 100 STALLS) 12'-2" (3.7m) x 19'-8" (6.0m) SMALL CAR STALL (BYLAW MIN. (MAX 40%)) 7'-6" (2.3m) x 15'-9" (4.8m) SMALL CAR STALL (PROVIDED SIZE) 8'-3" (2.5m) x 16'-5" (5.0m) 8'-6" (2.5M) X 23'-0" (7.0M) PARALLEL CAR STALL (BYLAW SIZE) 9'-0" (2.7M) X 23'-0" (7.0M) PARALLEL CAR STALL (PROVIDED SIZE) 8'-10" (2.7m) x 19'-8" (6.0m) CAR STALL (ADJ. TO STRUCT./CURB - ONE SIDE) CAR STALL (ADJ. TO STRUCT./CURB - TWO SIDE) 9'-10" (3.0m) x 19'-8" (6.0m) LOADING SPACE (MINIMUM SIZE) 9'-10" (3.0m) x 30'-0" (9.2m) MANOEUVERING AISLE (REGULAR STALL) 23'-0" (7.0m)



GENERAL NOTE:

OLD VERNON RD

149 SM 130 SM

1,603 SF) (1,400 SF) (1,600 SF)

149 SM

297 SM

CRU B3

116 SM

(1,250 SF)

- PYLØN SJGN #3

(3,201 SF) 7 5

2.0M (6'-7" SF)

BUILDING SETBACK 3.0M (9 10 SF)

ANDSCAPE SETBACK

M&E ROOM

HOPERTY LINE

PROPOSED PYL/ON/S/GN #2

SITE/ACCESS

2.0M (6'-7" SF) BUILDING SETBACK

LANDSCAPE SETBACK

BUS STOP

PROPOSED PYLON SIGN #1

223 SM

___LOT 1 -

3.0M (9'-10" SF)

LANDSCAPE SETBACK

ACCESS ROAD R.O.W. ---

LOT 2

OTAL PARKING =

100 STALLS

3.0M (9'-10" SF)

LOAD

LOAD

F1 F2 163 SM 176 SM

SIDEWALK30.4M

(1,750 SF) (1,900 SF) (2,200 SF)

555 SM (5,975 SF)

F3 204 SM

LOAD.

ALL TURNS SITE ACCESS

ALL TURNS SITE ACCESS

2.0M (6'-7| BF)

3.0M (9'-10|" SF) LANDSCAPE SETBACK

BUILDING SETBACK

COMMERCIAL DRIVE

P:\4777\4777A-101.dwg PRINTED BY WS113 ON March 20, 2019 10:52:51 AM

RUTLAND

LANDSCAPE SETBACK

527 SM (5,670 SF)

= 677 SM (7,290 SF)

527 SM (5,670 SF) + 150 SM (1,620 SF) MEZZ_

= 677 SM (7,290 SF)

3,161 SM (34,020 SE)

+ 903 SM (9,720 SF) 4,064 SM (43,740 SF)

527 SM (5,670 SF) SG + 150 SM (1,620 SF) MEZZ

MEZZ.

527 SM (5,670 SF)

+ 150 SM (1,620 SF) MEZZ = 677 SM (7,290 SF)

LINE OF

ABOVE

527 SM (5,670 SF) + 150 SM (1,620 SF) MEZZ

= 677 SM (7,290 SF)

513 SM (5,520 SF)

+ 150 SM (1,620 SF) MEZZ

HYDRO KIOSK

PYLON/SIGN #4/

M&E ROOM (18)

TOTAL PARKING = 68 STALLS

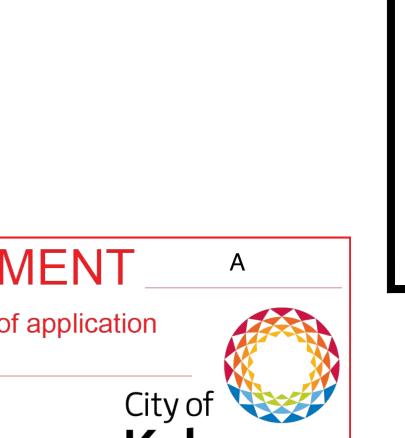
4.3M 4 (2,403 SF)

SITE ACCESS

BOUNDARIES SHOWN HEREON ARE DERIVED FROM EXISTING RECORDS AND MUST BE CONFIRMED BY

OR AREAS FOR DEVELOPMENT PURPOSES.

SURVEY PRIOR TO THE DETERMINATION OF DIMENSIONS





BUILDING SETBACK

LANDSCAPE SETBACK

3.0M (9/-10/ SF)

BYLAW NO. 12053

Official Community Plan Amendment No. OCP18-0005 175 Old Vernon Road and 2053, 2065 and 2115 Rutland Court

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 portions of:
 - a) Lot A Section 35 Township 26 ODYD Plan EPP56074, located on Old Vernon Road, Kelowna, B.C.;
 - b) Lot 1 Section 35 Township 26 ODYD Plan 4375 Except Plan EPP56072, located on Rutland Court, Kelowna, B.C.;
 - c) Lot 4 Section 35 Township 26 ODYD Plan 4170, located on Rutland Court, Kelowna, B.C.; and
 - d) Lot A Section 35 Township 26 ODYD Plan 23482 Except Plan EPP56073, located on Rutland Court, Kelowna, B.C.

from the REP – Resource Protection Area designation to the SC – Service Commercial designation 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.

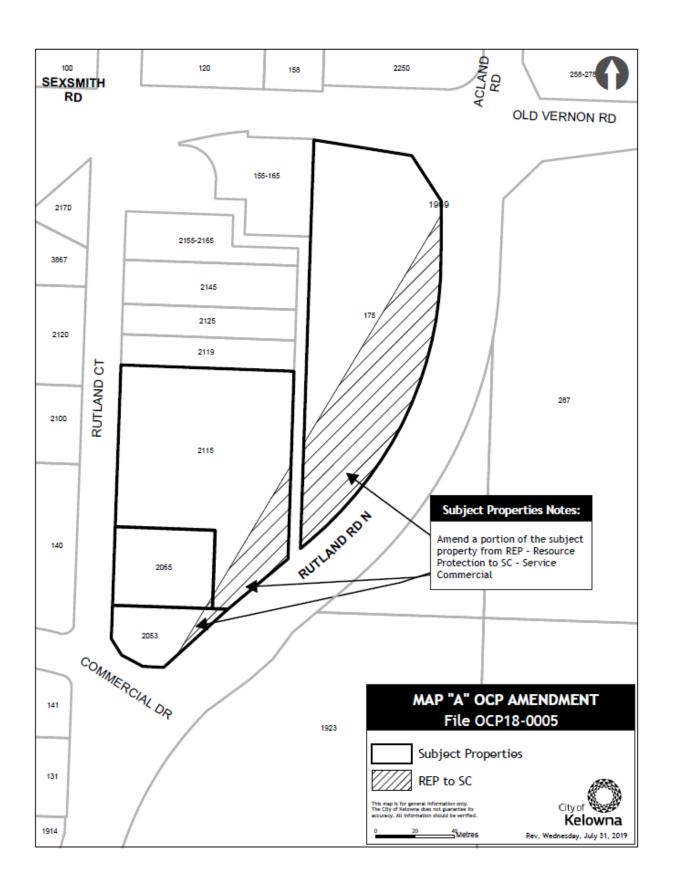
Read a first time by the Municipal Council this

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

Mayor
City Clerk



BYLAW NO. 12054 Z18-0019

175 Old Vernon Road and 2053, 2065 and 2115 Rutland Court

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

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

- 1. THAT City of Kelowna Zoning Bylaw No. 8000 be amended by changing the zoning classification of:
 - a) Lot A Section 35 Township 26 ODYD Plan EPP56074, located on Old Vernon Road, Kelowna, B.C.;
 - b) Lot 1 Section 35 Township 26 ODYD Plan 4375 Except Plan EPP56072, located on Rutland Court, Kelowna, B.C.;
 - c) Lot 4 Section 35 Township 26 ODYD Plan 4170, located on Rutland Court, Kelowna, B.C.; and
 - d) Lot A Section 35 Township 26 ODYD Plan 23482 Except Plan EPP56073, located on Rutland Court, Kelowna, B.C.

From the A1 – Agriculture 1 zone to the C1olp – Service Commercial (Liquor Primary) 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

	Mayor
Adopted by the Municipal Council of the City of Kelowna this	
(Approving Officer – Ministry of Transportation)	
Approved under the Transportation Act this	
Read a second and third time by the Municipal Council this	
Considered at a Public Hearing on the	

City Clerk

BYLAW NO. 12055 TA18-0011 — Old Vernon Road 175 and Rutland Court 2053, 2065 and 2115

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 14 – Commercial Zones, 14.10 Service Commercial be amended by adding in its appropriate location a new sub section 14.10.7 Site Specific Uses and Regulations as follows:

14.10.7 Site Specific Uses and Regulations

Uses and regulations apply to the C10 – Service Commercial zone on a site-specific basis as follows:

	Legal Description	Civic Address	Regulation
1.	Lot A Section 35	Located at 175	To allow Retail Store,
	Township 26 ODYD	Old Vernon	Convenience; Retail
	Plan EPP56074; Lot 1	Road and	Store, General; Health
	Section 35 Township	2053, 2065,	Services, Major and
	26 ODYD Plan 4375	and 2115	Minor; Personal Service
	Except Plan	Rutland Court,	Establishments;
	EPP56072; Lot 4		Contractor Services,
	Section 35 Township		Limited; and Financial
	26 ODYD Plan 4170;		Services as permitted
	and Lot A Section 35		Principal Uses in
	Township 26 ODYD		addition to those
	Plan 23482 Except		permitted in section
	Plan EPP56073.		14.10.2.

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)	nistry of Transportation)
Adopted by the Municipal Council of the City of Kelowna this	
	N4
	Mayor
	City Clerk
	City Clerk

REPORT TO COUNCIL



Date: June 15, 2020

To: Council

From: City Manager

Department: Development Planning

Application: Z19-0135 Owner: 1128710 B.C. Ltd, Inc. No.

BC1128710

Address: 2340 Pandosy St Applicant: Lime Architecture Ltd.

Subject: Rezoning Application

Existing OCP Designation: HLTH- Health District

Existing Zone: RU1- Large Lot Housing

Proposed Zone: HD₃- Health Services Transitional

1.0 Recommendation

THAT Rezoning Application No. Z19-0135 to amend the City of Kelowna Zoning Bylaw No. 8000 by changing the zoning classification of Lot 2, District Lot 14 Osoyoos Division Yale District Plan 12868, located at 2340 Pandosy St, Kelowna, BC from the RU1 - Large Lot Housing zone to the HD3 - Health Services Transitional 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 June 15, 2020;

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 the subject property from RU1 - Large Lot Housing zone to HD3 - Health Services Transitional to facilitate the development of a medical services building.

3.0 Development Planning

Development Planning Staff recommend support for the proposed rezoning amendment to facilitate the development of a two storey medical services building. The proposal is aligned with the Official Community Plan future land use designation of Health District. The HD₃- Health Services Transitional zone is intended to be transitional in nature between the hospital campus and surrounding residential neighbourhoods.

4.0 Proposal

4.1 <u>Project Description</u>

The proposal is located on a corner lot and offers the opportunity to develop a new medical service building that fronts onto Pandosy St. The proposal meets the purpose of the Health Services Transitional Zone, given the close proximity of the site to the hospital campus and opportunity to provide low-impact health services through a built form that is sensitive to the adjacent residential properties.

Staff are currently reviewing a Development Permit and are tracking potential variances to the front yard setback and landscape buffers.

4.2 Site Context

The subject property is located at the corner of Christleton Ave and Pandosy St and contains a single-family dwelling. A single-family dwelling is located on the parcel directly to the north, followed by the hospital campus. The site is bordered by Pandosy St on the east property line and pre-dominantly single family residential to the east, south and west.

Specifically, adjacent land uses are as follows:

Orientation	Zoning	Land Use
North	RU1- Large Lot Housing	Single Dwelling Housing
East	RU6- Residential Two Dwelling	Two Dwelling Housing
South	RU1- Large Lot Housing	Single Dwelling Housing
West	RU1- Large Lot Housing	Single Dwelling Housing

Subject Property Map:



5.0 Current Development Policies

5.1 Kelowna Official Community Plan (OCP)

Chapter 4: Health District

Definition:

The Health District west of Pandosy Street is a transitional area from the Kelowna General Hospital campus to the surrounding residential neighbourhoods. Any properties west of Pandosy Street that are designated health district are limited to the HD3- Health Services Transitional zone of the Zoning Bylaw. The embedded guidelines are intended to ensure that the design of individual developments is compatible with the overall neighbourhood context, adjacent established and future residential neighbourhoods of this area.

5.2 Zoning Bylaw No. 8000

HD₃- Health Services Transitional. The intent of the HD₃ zone is to provide a transitional zone, including supportive and low-impact health service uses, from the Kelowna General Hospital campus to the established residential neighbourhood to the north and south. The zone will allow for small-scale health services that are generally compatible with residential land uses and capable of being located in a neighbourhood setting.

6.0 Technical Comments

6.1 <u>Development Engineering Department</u>

6.1.1 See attached memorandum.

7.0 Application Chronology

Date of Application Received: November 19, 2019
Date Public Consultation Completed: January, 2020

Report prepared by: Jocelyn Black, Planner Specialist

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: Site Plan & Project Rendering



MEMORANDUM

Date: December 18, 2019

File No.: Z19-0135

To: Community Planning (HR)

From: Development Engineering Manager (JK)

Subject: 2340 Pandosy Street

RU1 to HD3

Development Engineering Department have the following comments and requirements associated with this application. The road and utility upgrading requirements outlined in this report will be a requirement of this development. The Development Engineering Technologist for this project is Aaron Sangster.

1) General

- 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. a)
- b) Provide easements as may be required.

2) Road Dedication and Subdivision Requirements

- Access to the development shall only be from Christleton Ave. a)
- A road dedication of 2.4m from the Pandosy Street Frontage is needed for future road widening. 9
- c) Provide a 6m radius rounding at the SE corner.

3) Geotechnical Study.

<u>a</u>

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 for distribution to the Development Engineering Branch and Inspection Services Division prior to submission of Engineering drawings or application for subdivision approval:

- Area ground water characteristics, including any springs and overland surface drainage courses traversing the property. Identify any monitoring required.
- ii. Site suitability for development.
- areas, sulphate content, unsuitable soils such as organic material, etc.). soil characteristics (i.e. ≔
- utilities roads, special requirements for construction of building structures. .≥
- Recommendations for items that should be included in a Restrictive Covenant >
- Recommendations for roof drains, perimeter drains and septic tank effluent on the site. .≓
- vii. Any items required in other sections of this document.

Additional geotechnical survey may be necessary for building foundations, etc

4) Water

- The property is located within the City of Kelowna service area. The existing lot is serviced with a 19mm diameter water service. Only one service will be permitted to the site or per property. The applicant, at his cost, will arrange for the removal of the existing service and the cost, will arrange for the removal of the existing servic installation of one new larger metered water service if needed. a)
- hydrant requirements and service needs. The bylaw requirement for commercial zoning is 150l/s and is available at the site. If it is determined that upgrades to any other existing water distribution system must be made to achieve the required fire flows, additional bonding will be The developer's consulting engineer will determine the domestic and fire protection requirements of this proposed development and establish hydrant requirements and service needs. The bylaw requirement for required

q

- An approved backflow protection devise must also be installed on site as required by the City Plumbing Regulation and Water Regulation bylaws. \hat{c}
- inside a 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 water meter is mandatory for this development and must be installed A wate inside ত

5) Sanitary Sewer

The developer's consulting mechanical engineer will determine the development requirements of this proposed development and establish the service needs. Only one service will be permitted for this development. The applicant, at his cost, will arrange for the removal and disconnection of the existing service and the installation of one new larger service.

SCHEDULE A
This forms part of application
Z19-0135
Planner Definitials
Initials

The installance of application A

Kelowna

Drainage 9

- The developer must engage a consulting civil engineer to provide a storm water management plan for the site, which meets the requirements of the City Storm Water Management Policy and Design Manual. 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 (MBE), if applicable, and provision of a storm drainage service for the development and / or recommendations for onsite drainage containment and disposal systems. a
- Provide a detailed Stormwater Management Plan for this development as per the Subdivision, Development and Servicing Bylaw #7900. 9

Roads ~

- Frontage condition. road. existing for the arterial designated an 2-lane already been completed No further upgrades are needed at this time. randosy Street is improvements have a)
- separated sidewalk, irrigated landscaped boulevard, drainage system including catch basins, manholes and pavement removal and replacement and re-location or adjustment of utility appurtenances if required to accommodate the upgrading construction q
 - Curb-bulb out required at the SW corner. Similar to Pandosy St. Francis Ave. $\widehat{\circ}$

and Telecommunication Services and Street Lights Power 8

- All proposed distribution and service connections are to be installed underground. Existing distribution and service connections, on that portion of a road immediately adjacent to the site, are to be relocated and installed underground as the subject properties are within the "City Center or a subject properties are within the subject pro Urban Center" a)
- 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. 9
- existing poles and utilities, where necessary. Remove aerial trespass (es). Re-locate $\hat{\circ}$

Design and Construction 6

- 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. চ
- 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. **e**
- 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). 4





g

- A "Consulting Engineering Confirmation Letter" (City document 'C') must be completed prior to submission of any designs. g
- Before any construction related to the requirements of this subdivision application commences, design drawings prepared by a professional engineer must be submitted to the City's Development Engineering Department. The design drawings must first be "Issued for Construction" by the City Engineer. On examination of design drawings, it may be détermined that rights-of-way are required for current or future needs. 7

10) Other Engineering Comments

- corridors Provide all necessary Statutory Rights-of-Way for any utility corrid required, including those on proposed or existing City Lands, if required <u>a</u>
- If any road dedication affects lands encumbered by a Utility right-of-way (such as Terasen, 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. 9

11) Servicing Agreements for Works and Services

- 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 for the required works. The Servicing described in Schedule 2 of the bylaw. q
- 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. $\hat{\circ}$

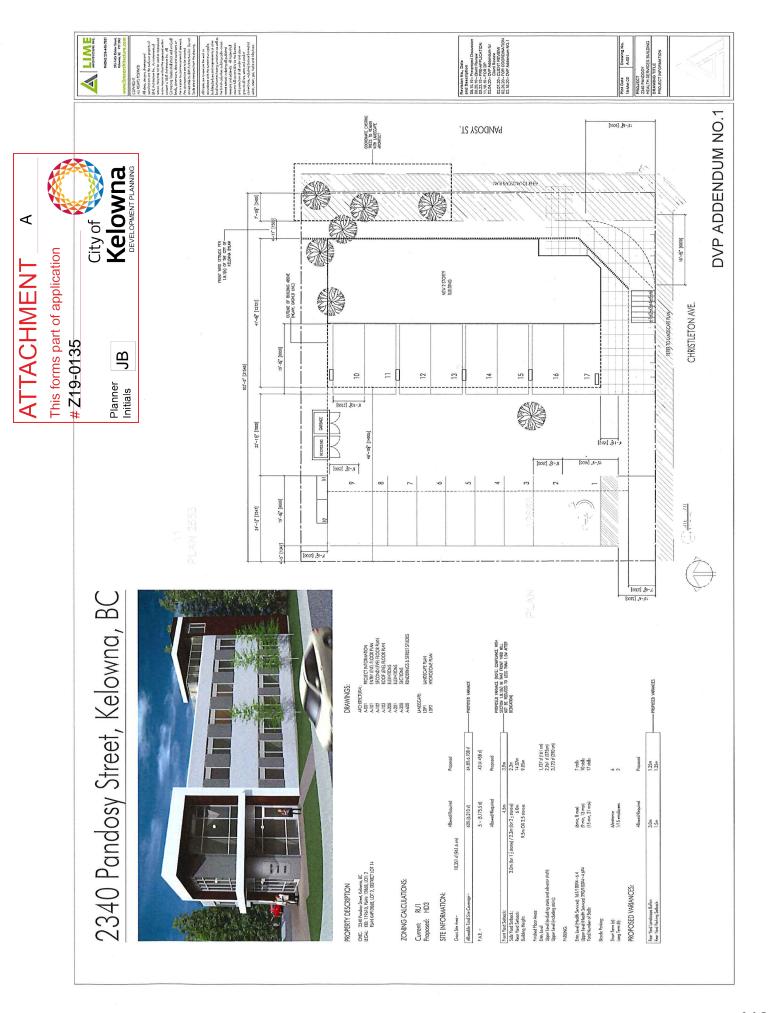
12) Charges and Fees

- a) Development Cost Charges (DCC's) are payable
- Fees per the "Development Application Fees Bylaw" include: q
- Street/Traffic Sign Fees: at cost if required (to be determined after design).

- Survey Monument, Replacement Fee: \$1,200.00 (GST only if disturbed. ≘
- Engineering and Inspection Fee: 3.5% of construction value (plus GST). \equiv









Z19-0135 2340 Pandosy St

Rezoning Application





Proposal

➤ To consider an application to rezone the subject property from RU1-Large Lot Housing zone to HD3-Health Services Transitional to facilitate the development of a medical services building

Development Process





Context Map



Subject Property Map



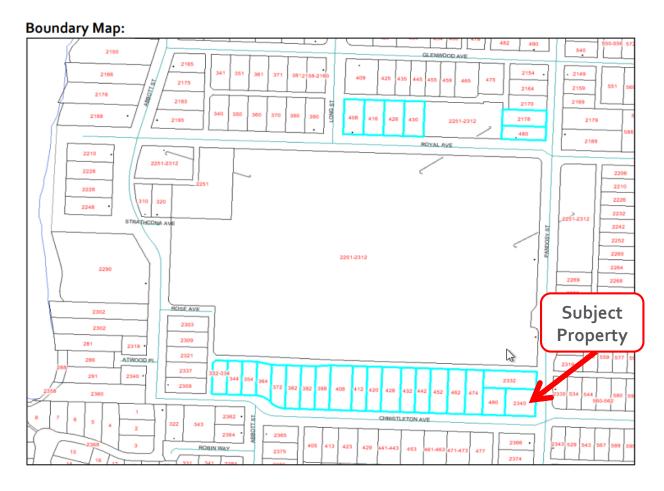


HD3- Health Services Transitional

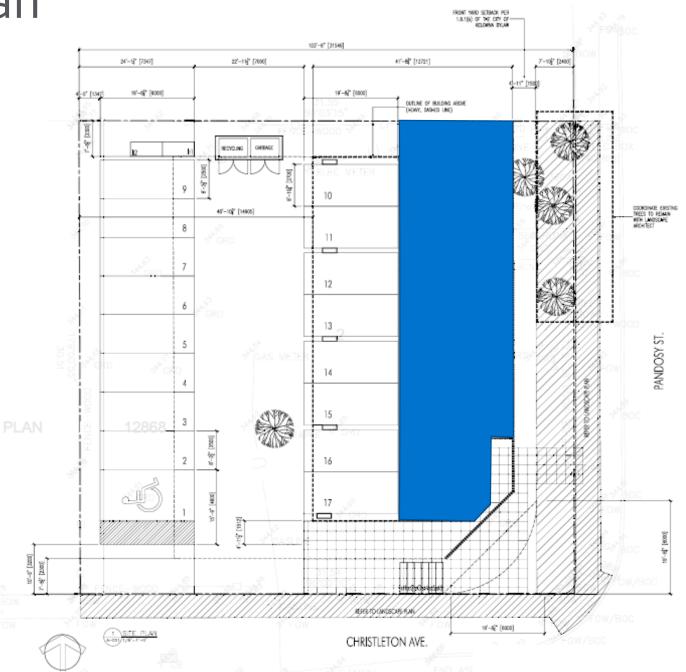
- ► HD3- Health Services Transitional was created as part of Phase 1 of the Hospital Area Plan
- ► The zone is intended for the transitional area immediately north and south of KGH
- Intention is to minimize impact of the Hospital Campus on adjacent residential neighbourhood and allow for sensitive transitions



HD3- Health Services Transitional Kelowna



Site Plan





Development Policy

- Proposal is aligned with the future land use in the OCP- Health District
- Proposed use (Health Services, Major) is aligned with the zone



Staff Recommendation

► Staff **support** the proposed rezoning



Conclusion of Staff Remarks

BYLAW NO. 12056 Z19-0135 — 2340 Pandosy 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:

- THAT City of Kelowna Zoning Bylaw No. 8000 be amended by changing the zoning classification of Lot 2 District Lot 14 ODYD Plan 12868, located on Pandosy Street, Kelowna, BC from the RU1 – Large Lot Housing zone to the HD3 – Health Services Transitional 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	
May	/or
City Cle	erk

Report to Council



Date: June 15, 2020

To: Council

From: City Manager

Subject: Rezoning Bylaw No. 12035 for Z20-0009 Summary of Correspondence

Department: Office of the City Clerk

Recommendation:

THAT Council receives, for information, the report from the Office of the City Clerk dated June 15, 2020 with respect to the summary of correspondence received for Zoning Bylaw No. 12035;

AND THAT Rezoning Bylaw No. 12035 be forwarded for further reading consideration.

Purpose:

To receive a summary of correspondence for Rezoning Bylaw No. 12035 and to give the bylaw further reading consideration.

Background:

At the March 23, 2020 Council Meeting, Council passed a resolution directing staff to recommend that Council waive the Public Hearing for rezoning applications if they are consistent with the Official Community Plan, have a recommendation of support from staff and are not expected to generate significant public input based on correspondence received. This resolution is in effect until the Government of British Columbia lifts orders restricting the gatherings of people.

The public has the opportunity to submit written correspondence for applications where the Public Hearing has been waived. Notification is done through signage on the subject property, newspaper advertisements, and mailouts in accordance with the *Local Government Act* and Development Application Procedures Bylaw No. 10540.

Discussion:

Rezoning Application Z20-0009 for 470 Snowsell Street North was brought forward to Council for initial consideration on May 25, 2020. At this meeting, Council passed a resolution to waive the Public Hearing and correspondence was accepted between May 27, 2020 and June 8, 2020.

The Office of the City Clerk received one piece of correspondence and these have been circulated to Council. They are summarized as follows:

• 1 letter of concern/opposition

This application was brought forward with a recommendation of support from the Development Planning Department. Staff are recommending Council proceed with further readings of the Bylaw.

Conclusion:

Following the public notification period, staff are recommending that Council give Rezoning Bylaw No. 12035, located at 470 Snowsell Street North, further reading consideration.

Internal Circulation:

Considerations applicable to this report: Legal/Statutory Authority: Local Government Act s. 464(2)

Legal/Statutory Procedural Requirements:

Following the notification period under s. 467 of the *Local Government Act*, Council may choose to give a bylaw further reading consideration, advance the bylaw to a Public Hearing, or defeat the bylaw. These are the same options available to Council for a bylaw that is considered at a Public Hearing.

Considerations not applicable to this report: Existing Policy:

Financial/Budgetary Considerations:
External Agency/Public Comments:
Communications Comments:

Submitted by: R. Van Huizen, Legislative Technician

Approved for inclusion: L. Bentley, Deputy City Clerk

CC:

Development Planning

BYLAW NO. 12035 Z20-0009 - 470 Snowsell Street North

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

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

- 1. THAT City of Kelowna Zoning Bylaw No. 8000 be amended by changing the zoning classification of 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 RR3 – Rural Residential 3 zone to the RU6 – Two Dwelling Housing zone.
- This bylaw shall come into full force and effect and is binding on all persons as and from the date

of adoption.	
Read a first time by the Municipal Council this 25 th day of May, 2020.	
Public Hearing Waived by the Municipal Council this 25 th day of May, 2020.	
Read a second and third time by the Municipal Council this	
Adopted by the Municipal Council of the City of Kelowna this	
Mayor	

Report to Council



Date: June 15, 2020

To: Council

From: City Manager

Subject: Rezoning Bylaw No. 12036 for Z20-0022 Summary of Correspondence

Department: Office of the City Clerk

Recommendation:

THAT Council receives, for information, the report from the Office of the City Clerk dated June 15, 2020 with respect to the summary of correspondence received for Zoning Bylaw No. 12036;

AND THAT Rezoning Bylaw No. 12036 be forwarded for further reading consideration.

Purpose:

To receive a summary of correspondence for Rezoning Bylaw No. 12036 and to give the bylaw further reading consideration

Background:

At the March 23, 2020 Council Meeting, Council passed a resolution directing staff to recommend that Council waive the Public Hearing for rezoning applications if they are consistent with the Official Community Plan, have a recommendation of support from staff and are not expected to generate significant public input based on correspondence received. This resolution is in effect until the Government of British Columbia lifts orders restricting the gatherings of people.

The public has the opportunity to submit written correspondence for applications where the Public Hearing has been waived. Notification is done through signage on the subject property, newspaper advertisements, and mailouts in accordance with the *Local Government Act* and Development Application Procedures Bylaw No. 10540.

Discussion:

Rezoning Application Z20-0022 for 850 Glenmore Drive was brought forward to Council for initial consideration on May 25, 2020. At this meeting, Council passed a resolution to waive the Public Hearing and correspondence was accepted between May 27, 2020 and June 8, 2020.

The Office of the City Clerk received one piece of correspondence and these have been circulated to Council. They are summarized as follows:

• 1 letter of other comments

Staff responded to the questions raised by the public in the piece of correspondence submitted.

This application was brought forward with a recommendation of support from the Development Planning Department. Staff are recommending Council proceed with further readings of the Bylaw.

Conclusion:

Following the public notification period, staff are recommending that Council give Rezoning Bylaw No. 12036, located at 850 Glenmore Drive, further reading consideration.

Internal Circulation:

Considerations applicable to this report: Legal/Statutory Authority: Local Government Act s. 464(2)

Legal/Statutory Procedural Requirements:

Following the notification period under s. 467 of the *Local Government Act*, Council may choose to give a bylaw further reading consideration, advance the bylaw to a Public Hearing, or defeat the bylaw. These are the same options available to Council for a bylaw that is considered at a Public Hearing.

Considerations not applicable to this report: Existing Policy: Financial/Budgetary Considerations: External Agency/Public Comments: Communications Comments:

Submitted by: R. Van Huizen, Legislative Technician

Approved for inclusion: L. Bentley, Deputy City Clerk

CC:

Development Planning

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 25th day of May, 2020.

Public Hearing Waived by the Municipal Council this 25th day of May, 2020.

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

Mayor
 C'I Cl. I
City Clerk

Report to Council



Date: June 15, 2020

To: Council

From: City Manager

Subject: Rezoning Bylaw No. 12043 for Z20-0029 Summary of Correspondence

Department: Office of the City Clerk

Recommendation:

THAT Council receives, for information, the report from the Office of the City Clerk dated June 15, 2020 with respect to the summary of correspondence received for Zoning Bylaw No. 12043;

AND THAT Rezoning Bylaw No. 12043 be forwarded for further reading consideration.

Purpose:

To receive a summary of correspondence for Rezoning Bylaw No. 12043 and to give the bylaw further reading consideration.

Background:

At the March 23, 2020 Council Meeting, Council passed a resolution directing staff to recommend that Council waive the Public Hearing for rezoning applications if they are consistent with the Official Community Plan, have a recommendation of support from staff and are not expected to generate significant public input based on correspondence received. This resolution is in effect until the Government of British Columbia lifts orders restricting the gatherings of people.

The public has the opportunity to submit written correspondence for applications where the Public Hearing has been waived. Notification is done through signage on the subject property, newspaper advertisements, and mailouts in accordance with the *Local Government Act* and Development Application Procedures Bylaw No. 10540.

Discussion:

Rezoning Application Z20-0029 for 472 Knowles Road was brought forward to Council for initial consideration on May 25, 2020. At this meeting, Council passed a resolution to waive the Public Hearing and correspondence was accepted between May 27, 2020 and June 8, 2020.

The Office of the City Clerk received five pieces of correspondence and these have been circulated to Council. They are summarized as follows:

- 4 letters of concern/opposition
- 1 petition with 21 signatures of concern/opposition

This application was brought forward with a recommendation of support from the Development Planning Department. Staff are recommending Council proceed with further readings of the Bylaw.

Conclusion:

Following the public notification period, staff are recommending that Council give Rezoning Bylaw No. 12043, located at 472 Knowles Road, further reading consideration.

Internal Circulation:

Considerations applicable to this report: Legal/Statutory Authority: Local Government Act s. 464(2)

Legal/Statutory Procedural Requirements:

Following the notification period under s. 467 of the *Local Government Act*, Council may choose to give a bylaw further reading consideration, advance the bylaw to a Public Hearing, or defeat the bylaw. These are the same options available to Council for a bylaw that is considered at a Public Hearing.

Considerations not applicable to this report:
Existing Policy:
Financial/Budgetary Considerations:
External Agency/Public Comments:
Communications Comments:

Submitted by: R. Van Huizen, Legislative Technician

Approved for inclusion: L. Bentley, Deputy City Clerk

CC:

Development Planning

BYLAW NO. 12043 Z20-0029 — 472 Knowles Road

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

The Mu	unicipal 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 25 th day of May, 2020.
Public I	Hearing Waived by the Municipal Council this 25 th day of May, 2020.
Read a	second and third time by the Municipal Council this
Adopte	ed by the Municipal Council of the City of Kelowna this
	Mayor

BYLAW NO. 11941

Discharge of Land Use Contract LUC76-1039 - (M36871) 1940 Underhill Street

WHEREAS a land use (the "Land Use Contract") is registered at the Kamloops Land Title Office under number M36871 against lands in the City of Kelowna particularly known and described as Lots 1 & 2, District Lots 4646 & 127, ODYD, Plan EPP101738 (the "Lands"), located on Underhill Street, Kelowna, BC;

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 LUC76-1039 Discharge Bylaw".
- 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 7 th day of October, 2019.	
Considered at a Public Hearing on the 22 nd day of October, 2019.	
Read a second and third time by the Municipal Council this 22 nd day of October, 2019.	
Approved under the Transportation Act this 3 rd day of June, 2020.	
William Sparkes	
(Approving Officer – Ministry of Transportation)	
Amended and adopted by the Municipal Council of the City of Kelowna this	
N. N. M.	Mayor

BYLAW NO. 12033 Z20-0024 - 125 Bach 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 2 Section 26 Township 26 ODYD Plan 19679, located on Bach Road, Kelowna, BC from the RU1 Large Lot Housing zone to RU1c Large Lot Housing with Carriage House zone;

 This bylaw shall come into full force and effect and is binding on all persons as and from the date of adoption.
Read a first time by the Municipal Council this 11 th day of May, 2020.
Public Hearing Waived by the Municipal Council this 11 th day of May, 2020.
Read a second and third time by the Municipal Council this 1st day of June, 2020.
Approved under the Transportation Act this 3 rd day of June, 2020.
Audrie Henry
(Approving Officer – Ministry of Transportation)
Adopted by the Municipal Council of the City of Kelowna this
Mayor

Report to Council



Date: June 15, 2020

To: Council

From: City Manager

Subject: Ironman Properties Ltd. Lease Agreement Amendment

Department: Kelowna International Airport & Real Estate Services

Recommendation:

THAT Council approves the amendment to the Ironman Properties Ltd. Lease Agreement attached as Appendix A to the report from the Airport Finance and Corporate Services Department dated June 15, 2020;

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

Purpose:

To obtain Council's approval to extend the term of the land lease with Ironman Properties Ltd. from 20 years to 25 years.

Background:

On August 27, 2018, Council approved the City entering into a 20-year lease with Ironman Properties Ltd. for the property located at 6220 Lapointe Drive, adjacent to Kelowna International Airport (the "Airport"). Ironman Properties Ltd. is in the process of constructing a prefabricated concrete tilt-up building to accommodate an aviation-based maintenance shop, offices, storage, tire repair, and an oil and lube facility. Ironman Properties Ltd. requested an extension to the 20-year lease term to facilitate securing a mortgage with a manageable amortization period.

Ironman Properties Ltd. is affiliated with Ironman Holdings Ltd., which has run a ground-handling operation at Kelowna International Airport (the "Airport") since 1985. Since that time, the scale of the operation has expanded and, prior to the impact of COVID-19, Ironman Holdings Ltd. was handling approximately 1,000 flights per month providing above and below wing ground handling services for 8 airlines at the Airport. Ironman Holdings Ltd. was recently assigned to Executive Aviation and Ironman Properties intends to sublease a portion of the property at 6220 Lapointe Drive to Executive Aviation. Extending the term of this Lease with the City will allow Ironman Holdings Ltd. to continue to operate and expand its operation at the Airport.

The current lease rate is at fair market value as established by independent appraisal provided by Kent MacPherson Appraisals, dated for reference April 15, 2016. The proposed amendment to the lease requires Ironman Properties Ltd. to pay fair market rent during the additional five (5) years as determined prior to the end of the original 20-year term.

determined prior to the end of the original 20-year term.
Internal Circulation: Real Estate Finance Communications
Considerations applicable to this report:
Legal/Statutory Procedural Requirements:
Notice of disposition of City-owned land has been published pursuant to section 26 of the <i>Community Charter</i> .
Considerations not applicable to this report:
Legal/Statutory Authority: Existing Policy: Financial/Budgetary Considerations: External Agency/Public Comments: Communications Comments:
Submitted by:
S. Dyrdal, Senior Finance & Corporate Services Manager
Approved for inclusion: S. Samaddar, Airport Director
cc: Jackie Dueck, Controller JoAnne Adamson, Manager, Property Management Graham Hood, Strategic Land Development Manager

Attachments:

Jessica Hewitt, Communications Advisor

2020-06-15 - Appendix A – Ironman Properties Ltd. Lease Agreement Amendment

THIS AMENDING AGREEMEN	dated for reference the 25th day	ofMay	, 2020
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BETWEEN:

CITY OF KELOWNA

1435 Water Street Kelowna, BC V1Y 1J4

(the "City")

AND:

IRONMAN PROPERTIES LTD. (Inc. No. BC1119698)

c/o Pushor Mitchell LLP 301-1665 Ellis Street Kelowna, BC V1Y 2B3

(the "Tenant")

WHEREAS:

- A. By a lease agreement dated August 28, 2018 (the "Lease"), the City granted to the Tenant a lease of the Lands (as defined in the Lease);
- B. The City and the Tenant have agreed to make certain amendments to the Lease so as to extend the Term of the Lease;

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

Interpretation

1. All terms defined in the Lease and used herein will have the respective meanings ascribed to them in the Lease unless the context otherwise requires or unless otherwise stated herein.

Term

The parties hereby agree that the Term of the Lease shall be for a period of 25 years commencing on August 31, 2018 and expiring on August 30, 2043.

Rent

3. From August 31, 2018 to August 30, 2038, the Tenant shall pay the Rent at the rate provided in section 3 of the Lease. Thereafter the Rent to be paid shall be fair market rent as determined by an independent appraisal of the Lands prior to August 31, 2038. The appraisal shall be ordered by the City at the City's cost. In the event that the Tenant disagees with the fair market rent as determined by the appraisal, the parties agree to have the rental arbitrated by a single arbitrator in accordance with the provisions of the *Commercial Arbitration Act*. The costs of the arbitration shall be borne by the Tenant except each party shall bear its own legal costs.

Miscellaneous

- 4. All terms and conditions of the Lease continue to be in full force and effect except as amended by this Amending Agreement.
- The headings of all the sections hereof are inserted for convenience of reference only and will not affect the construction or interpretation of this Amending Agreement.
- 6. This Amending Agreement may be executed in counterparts and when each party has executed a counterpart each of the counterparts will be deemed to be an original and all of the counterparts when taken together will constitute one and the same agreement.
- 7. This Amending Agreement or a counterpart thereof may be executed by a party and transmitted by electronic transmission and if so executed and transmitted this Amending Agreement will be for all purposes as effective and binding upon the party as if the party had delivered an originally executed document.

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

CITY OF KELOWNA by its authorized signatory(ies) Mayor Clerk Date IRONMAN PROPERTIES LTD. (Inc. No. BC1119698) by its authorized signatory(ies) Mark Halston Maureen Halston Print Name Print Name Mark Digitally signed by Mark Halston DN: cn=Mark Halston, o=Ironman LTD?United Ramp Incorporated, ou, email=mark.halston@ironmanltd.co Date: 2020.05.25 16:02:17 -07'00' Signature 25th May 2020 Date

Report to Council



Date: June 15, 2020

To: Council

From: City Manager

Subject: Wastewater Utility Update and Utility Rates 2020 - 2022

Department: Utility Services

Recommendation:

THAT Council receives, for information, the report from the Wastewater Operations Department dated June 15, 2020, on the City wastewater utility and proposed wastewater utility rates for 2021 through 2022.

AND THAT Bylaw No. 12057 being amendment No. 37 to Sewerage System User Bylaw No. 3480 be forwarded to Council for reading consideration;

Purpose:

To provide Council with information on wastewater utility operations and to obtain approval for wastewater utility rates for 2020, 2021 and 2022.

Background:

The City of Kelowna provides wastewater collection and treatment services to approximately 70 per cent of its residents. All wastewater collected is treated at the City's state of the art biological nutrient removal (BNR) wastewater treatment facility before safely discharging to Okanagan Lake. Biosolids collected in the process are composted at a facility operated jointly with the City of Vernon and sold as "Ogogrow"; an unrestricted Class A compost product.

The wastewater utility manages more than \$750 million worth of assets. These assets include two wastewater treatment facilities, 49 lift stations, over 590 kilometers of wastewater mains and the equipment required to maintain these assets and provide a high level of service to our community.

On April 1, 2019 Council approved a 3% increase to wastewater utility rates effective May 2019. Historically staff would recommend that Council set rate adjustments for two years however at that time staff were still working with consultants to understand the cost impact of increasing capacity in wastewater solids (biosolids) management. Staff recommended at that time adjusting rates for May 2019 only and returning to Council in early 2020 to adjust rates in May 2020. The rates set in May 2019 will continue until Council adopts new rates.

While progress has been made in understanding the options and costs around increasing biosolids management capacity, the issue is complex and there remain a few options that can impact costs (and potential sources of revenue). This has delayed our ability to understand the impact on long term rates and delayed this rate adjustment report. Staff expect to be able to bring information on biosolids management options and related costs to Council and the community later this summer.

Staff are recommending that wastewater rates be adjusted on January 1, 2021 with no wastewater rate increase in 2020. This allows for a small financial reprieve for the community by delaying a rate increase and ensuring that the timing of rate adjustments for water and wastewater are aligned for administrative purposes and customer simplicity.

Discussion:

Energy Management

Energy management has been a long-standing key performance indicator (KPI) for the wastewater utility. In 2018, staff commissioned an energy audit at the wastewater treatment facility. The audit suggested several potential energy savings opportunities; three of these proposed changes were included in the 2019 budget and have been completed. Other suggestions from the report are under review for possible inclusion in the 2021 budget.

Lift Station Assessment

A lift station assessment was completed on 22 of the City's 49 lift stations in the spring of 2020. This assessment was based on the age of the lift stations and on their level of criticality. It will provide a road map for upgrades or replacement of these stations over the next 20 years. It is expected that five of the older stations will require some form of renewal over the next three years.

Biosolids Management

The City conducted a review and community engagement into the strategic options available to address growth in biosolids production and reported to Council on February 26, 2018 that biosolids digestion (before composting) was the recommended direction for biosolids management. Digestion is estimated to reduce the volume of biosolids that the City sends to the compost facility in Vernon by 40 to 50 per cent which is necessary as the compost facility is near capacity. Included in the conceptual plans are additional side stream processes to capture and reuse nutrients and biogas. Completion of the planning and analysis portion of this phase of the project is expected this summer after which Council will receive a more detailed report on the concepts, range of costs, and service level options available.

Innovation and Technology

Effluent reuse provides an opportunity for lower utility operating costs, reducing demand on the potable water system, and reducing effluent volume to the lake. Effluent is now being used to irrigate 100 per cent of the wastewater facility landscape. Staff will be exploring further opportunities to provide this irrigation source to other areas surrounding the wastewater facility.

The City has purchased "Smart Cover" technology to monitor sewer flow, levels, and gases such as hydrogen sulfide. This technology allows internet access for multiple users to monitor information and the ability to download data. These covers are portable and can be moved to different locations as needed. The utility is reducing costs and reducing further load on utility computer monitoring systems by implementing this technology.

Utility Rates

Staff have conducted a review of the City wastewater utility's operations, maintenance, and capital costs to determine financial revenue needs to support a sustainably funded utility. This analysis includes a pro-forma statement of revenues and expenditures that is a 10-year projection, based on present budget figures, future capital, and operating expenditures in all areas of the utility. The utility is fully self-funded.

There are several factors that drive rate adjustments higher than inflation. This trend may continue for the foreseeable future as we move towards fully funding all wastewater utility costs including asset depreciation. These factors are:

- Assets are depreciating faster than they are being renewed. Our current renewal rate is
 adequate given the relatively young age of our assets, but renewal will need to increase in the
 longer term as the system ages. The current 10-year capital plan increases renewal on a
 stepwise basis beginning in 2025,
- 2. We can expect operating costs to rise as the average age of our infrastructure increases,
- 3. The construction cost inflation rate typically exceeds general consumer inflation.

The wastewater utility has healthy reserves to address planned infrastructure replacement over the 10-year capital planning horizon. However, there is a substantial demand on reserves to contribute to the significant cost of increasing capacity in biosolids management (digestion). For financial modelling some of the project will be funded by development as it is needed for growth. Staff will apply for project grants as the project proceeds.

Staff are proposing a three per cent rate increase beginning January 1, 2021 and a three per cent increase beginning January 1, 2022.

The proposed rate increase continues to keep the City wastewater utility rate for single family residential customers in a very competitive position and well below most municipalities in British Columbia (see Attachment 1). The 2021 rate increase will cost residential homes an additional \$0.64 per month for a total monthly fee of \$22.05. The City's benchmarking efforts, which compare our operations with other municipalities across Canada, continue to show that Kelowna provides some of the most cost-effective tertiary wastewater treatment in the country.

Conclusion:

The Wastewater Utility is providing efficient and cost-effective service for rate payers. Biosolids management is a key component to help keep the Utility functioning effectively and enable the Utility to continue to meet the needs of a growing community.

Wastewater rates need to be adjusted from the current rates established in May 2019 to ensure a sustainably funded wastewater utility.

Internal Circulation:

Divisional Director, Infrastructure Infrastructure Engineering Manager Utility Planning Manager Financial Planning Manager Controller Revenue Supervisor

Communications Advisor

Financial/Budgetary Considerations:

The 2021 Financial Plan will incorporate the projected revenue for the 3 percent wastewater rate increase.

Considerations not applicable to this report:

Legal/Statutory Authority:

Legal/Statutory Procedural Requirements:

Existing Policy:

External Agency/Public Comments:

Communications Comments:

Submitted by:

M. Gosselin, Wastewater Operations Manager

Approved for inclusion:

Joe Creron, Deputy City Manager, Operations

cc:

R. MacLean, Utility Planning Manager A Schumacher, Revenue Supervisor M. Antunes, Financial Planning Manager



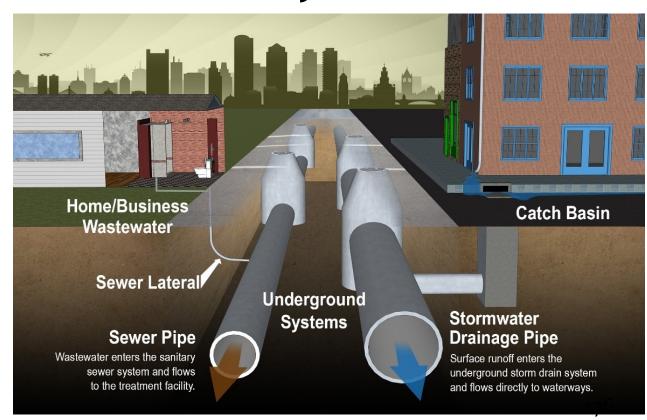
WASTEWATER UTILITY UPDATE

June 2020



BACKGROUND:

All collected wastewater is conveyed to and then treated at the state-of-the-art wastewater treatment facility





BACKGROUND:

Utility manages more than \$750 million worth of assets

Assets include; 2 wastewater treatment facilities, 49 lift stations, over 590 kilometers of wastewater mains



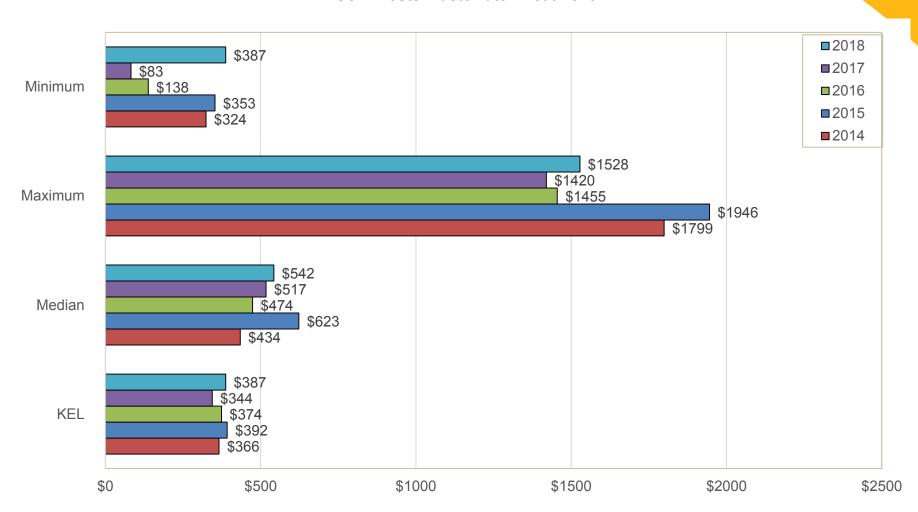
TREATMENT FACILITY:

State of the art wastewater treatment facility, a leader in the industry



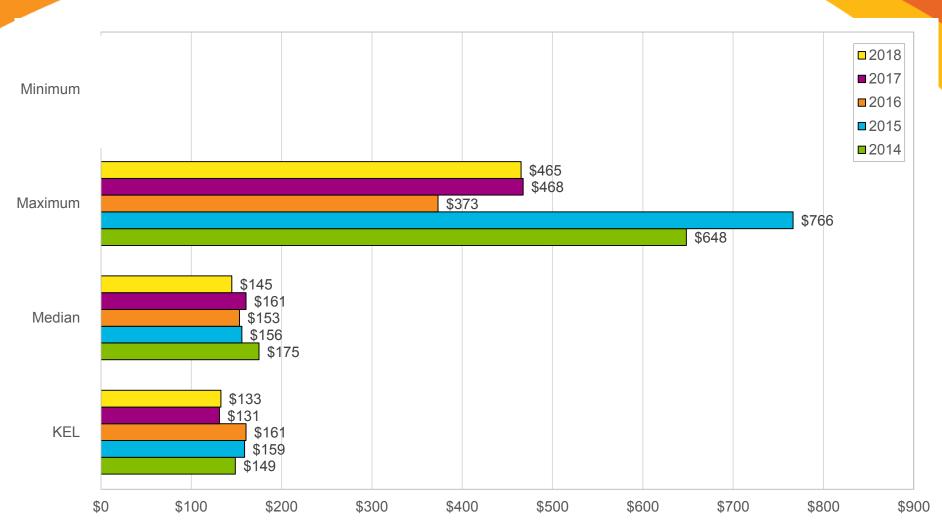


O&M Costs Wastewater Treatment





O&M Costs Wastewater Collection





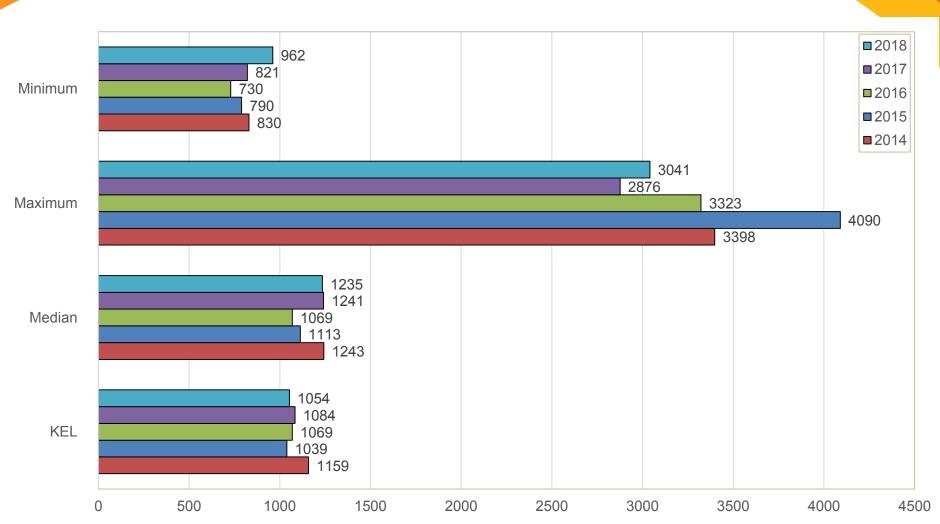
ENERGY MANAGEMENT:

2018 - Energy audit completed

3 report suggestions were completed by staff in 2019



Energy Consumed (kWh) / ML Treated Tertiary WWTPs





LIFT STATION ASSESSMENT

Over the next 3 years 5 older stations are scheduled for renewal





BIO SOLIDS MANAGEMENT

Capital planning of a digestion facility to supply a long-term plan to manage bio solids





INNOVATION AND TECHNOLOGY

Effluent reuse for irrigation





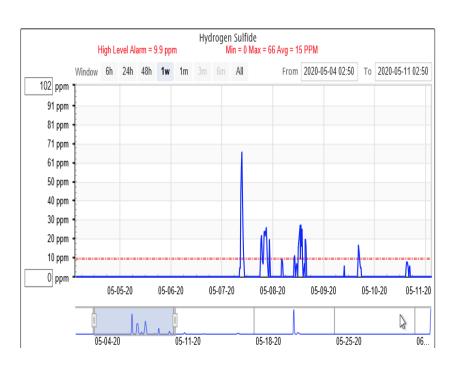
INNOVATION AND TECHNOLOGY

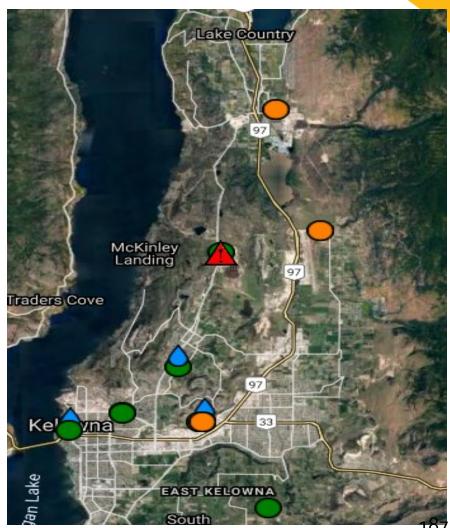
Smart Covers accessible information, portable units





INNOVATION AND TECHNOLOGY







UTILITY RATES

Wastewater utility financially healthy

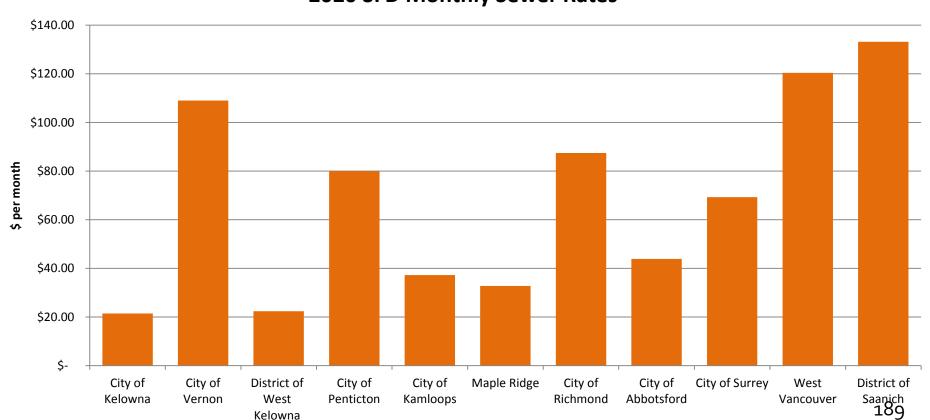
3% annual increase proposed





UTILITY RATES

2020 SFD Monthly Sewer Rates







QUESTIONS?

FOR MORE INFORMATION, VISIT KELOWNA.CA.

CITY OF KELOWNA

BYLAW NO. 12057

Amendment No. 37 to Sewerage System User Bylaw No. 3480

The Municipal Council of the City of Kelowna, in open meeting assembled, enacts that the City of Kelowna Sewerage System User Bylaw No. 3480 be amended as follows:

- 1. THAT Section 4 be amended by deleting the following:
 - '4. Residential users shall pay a monthly or bi-monthly flat rate charge for each residential unit for the use of the sewerage system as follows:

	Effective May 6, 2019
Flat Rate per Month	\$21.41
Bi-Monthly Rate	\$42.82

Replacing it with:

	Effective January 1, 2021	Effective January 1, 2022
Flat Rate per Month	\$22.05	\$22.71
Bi-Monthly Rate	\$44.10	\$45.42

2. AND THAT Section 5 (1) be amended by deleting the following table:

	Effective May 6, 2019
Metered base rate per month	\$11.70
Bi-Monthly	\$23.40
Consumption charge	\$0.97/m³

And replacing it with:

	Effective January 1, 2021	Effective January 1, 2022
Metered base rate per month	12.05	12.41
Bi-Monthly	\$24.10	\$24.82
Consumption charge	\$1.00/ m³	\$1.03/ m³

- 3. AND THAT Section 5 (2) be amended by:
 - a) deleting the following table:

	Effective May 6, 2019
Metered base rate per month	\$269.20
Bi-Monthly	\$538.40
Consumption charge	\$0.97/m³

And replace it with:

	Effective January 1, 2021	Effective January 1, 2022	
Metered base	¢277.20	#3 ⁹ 5 50	
rate per month	\$277.28	\$285.59	
Bi-Monthly	\$554.55	\$571.19	
Consumption	#4.00/m3	\$1.03	
charge	\$1.00/m³		

- 4. AND THAT Section 13 be deleted that reads:
 - "13. For each Sewer Credit Meter Users shall pay a flat rate charge as follows:

	2019
Flat Rate per Month	\$5.23
Bi-Monthly Rate	\$10.46

And replace it with:

	2021	2022
Flat Rate per Month	\$5.39	\$5.55
Bi-monthly rate	\$10.77	\$11.09

- 5. This bylaw may be cited for all purposes as "Bylaw No.12057, being Amendment No. 37 to Sewerage System User to Bylaw No. 348o."
- 6. This bylaw shall come into full force and effect 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: June 15, 2020

To: Council

From: City Manager

Subject: Water Utility Update

Department: Civic Operations - Utility Services

Recommendation:

THAT Council receive for information, the report from the Water Operations Department, dated June 15, 2020.

Purpose:

To provide Council an update on the status of the Water Utility, upcoming initiatives and drivers to ensure that the Utility remains sustainably funded.

Background:

The City of Kelowna Water Utility provides potable water for domestic consumption and firefighting purposes for approximately 80,000 residents. Three large Improvement Districts and about two dozen other smaller water providers service the remainder of the City. With the merger of the South East Kelowna Irrigation District (SEKID), the City now supplies non-potable water to a significant agricultural customer base. SEKID was officially converted on June 4, 2018 and the operational integration has been ongoing since that time. The City has been working to complete the expansion of the city water system into southeast Kelowna to provide potable water to its former SEKID customers for domestic consumption while maintaining the SEKID water supply as a non-potable source for irrigation and firefighting purposes in South East Kelowna. Other capital projects and operating works have been ongoing to ensure the Utility continues to provide water supply services to customers during difficult times associated with COVID-19 pandemic.

Discussion:

Water Integration Project

The Water Integration Project extended the City's water supply system by constructing a new potable distribution system into southeast Kelowna. The expansion included over 80 kilometers of new water distribution pipe, 3 new water storage reservoirs, 16 new pressure regulating stations or booster pumping stations at a total investment of \$98 million; resulting in the largest capital project the City has ever managed. Construction of Phase 1 is close to completion and these facilities are being tested, commissioned and operated by City staff. The new water system delivers potable water to approximately 2500 households and a population of approximately 6,750 residents in the service area. Phase 1 also included the extension of an adequate supply to the South Okanagan Mission Irrigation District (SOMID). The wells previously operated by SOMID are being decommissioned, and Frazer Lake dam is to be rehabilitated later in 2020.

The transfer of all SEKID responsibilities and function has been completed. City staff now also manage the gravity fed irrigation supply, which provides raw water for over 500 customers. Spring irrigation connection work commenced April 1, 2020 and was completed by April 23, 2020 consistent with past timelines from SEKID. While some farmers would like their agricultural services opened sooner, they may be subject to freezing and therefore generally cannot get turned on before mid-April.

Portions of Phase 2 of the integration project are under construction and will include an extension of a water transmission main along KLO Road to the South East Kelowna bench, a water transmission main in the lower Mission and expansion of a key reservoir on the south-west Kelowna bench. Phase 2 will improve the City's capacity in the south and central areas and its ability to eventually interconnect and provide resiliency with the other independent water supply systems. The interconnection with other systems was a key recommendation of the 2018 Auditor's General Report from 2018 and is consistent with the long-term integrated water supply vision.

Area Based Water Management

Water management is a multi-jurisdictional issue and it is imperative that all levels of government work collaboratively to protect and manage this resource for supply or flood mitigation purposes. The City of Kelowna is working in partnership with the Regional District of Central Okanagan and the Okanagan Basin Water Board for the preparation of the Kelowna Area Based Water Management Plan. In 2020 Stage 1 of the plan compiled input from internal water managers and operators at the City. These workshops focused on current management practices by various sectors. A Risk Registry is currently being developed and improved water management practices will be the output. Future stages of this plan will invite other purveyors and stakeholders to the planning process.

Water Meter Replacement Program

In 2019 the Utility conducted a pilot program of meter reading technology and tested it by installing new meters in sample homes to test its applicability and effectiveness. Staff concluded that a new technology based solution was the preferred direction. This technology provides daily consumption and leak prediction data for the Utility and would be available to each customer through a customer portal. Finally, this process is now directly connected and tested to the City's billing system.

Procurement for the supply of water meters and installation plans are underway. The priority will be our new southeast Kelowna domestic customers in 2020. This will be important as we have experienced water demands in southeast Kelowna that are significant; which have been identified as leaks on the private side of the service connections. One location with a leaking service equated to the consumption of approximately 40 typical homes. Metering these homes will not only help the city identify unusual consumption patterns but will ultimately save the customer significant amounts of money.

In 2021 the program will extend to irrigation customers, then the City at large. This technology will help the Utility and customers assess consumption, billing data and assist with water conservation. The replacement of meters in Kelowna was a priority in the City's Asset Management Plan. Funding for the city-wide meter replacement program is included in the 10-year capital plan and is fully funded by utility fees.

System Growth and Operations

With growth of utility customers, operational and resource requirements have had to keep pace. Changes to the Water Operations Branch over the last year includes new operators and Manager, who will continue to operate the water supply and distribution systems, build a professional and capable work force and provide excellent customer service.

It is critical to assess our systems and ensure that system renewal and expansion maintains pace with the growth of Kelowna. As infrastructure ages asset management plays a key role in providing service to our customers. Growth in Kelowna also requires that water supply and distribution systems keep pace with customer demand. Pumping stations, reservoirs and distribution systems must be assessed, maintained and expanded as Kelowna continues to grow and develop.

The new 500 irrigation customers are served by an aging system which requires maintenance and improvements to service this important customer and business group. This spring the City met the past SEKID schedules and deliverables, however, more work is required in system upgrading and renewal to ensure reliability in the future. While the Utility is in its second year of providing irrigations service, staff are working diligently to better understand this customer group. We believe we have met and exceeded customer demands and expectations.

The Utility is also updating the Water Use Bylaw. With the many changes described above there is a need to revise the bylaw and ensure all interests and requirements are outlined and protected. The Bylaw review is scheduled to come to Council in the fall and will address rates, customer classes and requirements. Rates will also be discussed in a separate report for Council's consideration.

Internal Circulation:

Infrastructure Division Utility Planning Manager

Considerations applicable to this report:

Communications Comments:

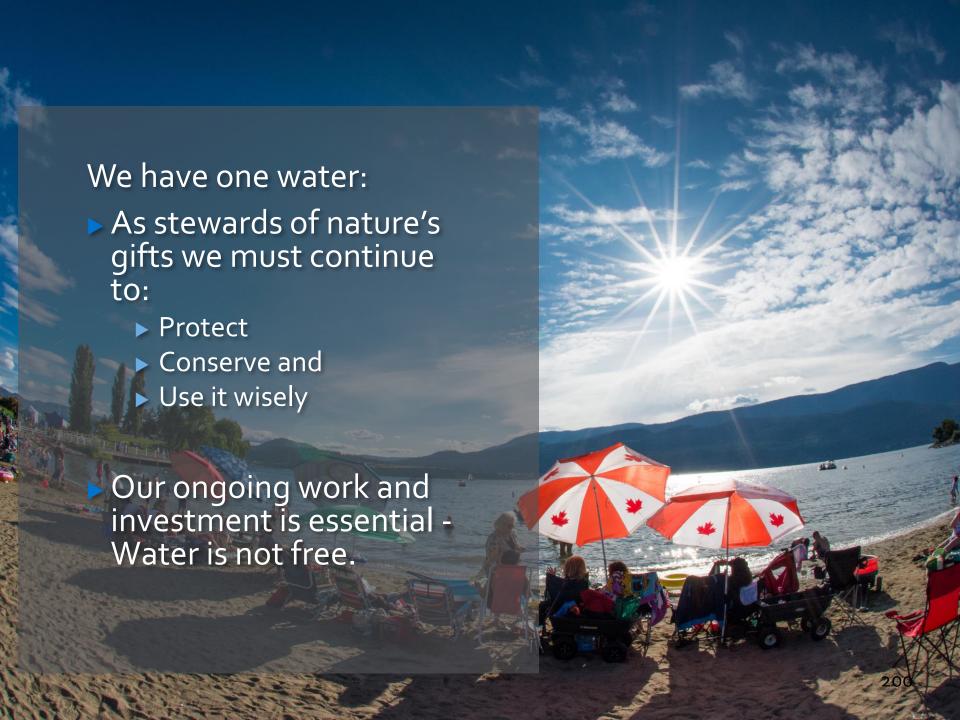
Considerations not applicable to this report:

Communications Comments:	
Financial/Budgetary Considerations	5:
Legal/Statutory Authority:	
Legal/Statutory Procedural Require	ements:
Existing Policy:	
External Agency/Public Comments:	
Submitted by:	
A. Weremy, Water Operations Mana	ger
Approved for inclusion:	Joe Creron, Deputy City Manager, Operations
A	
CC:	











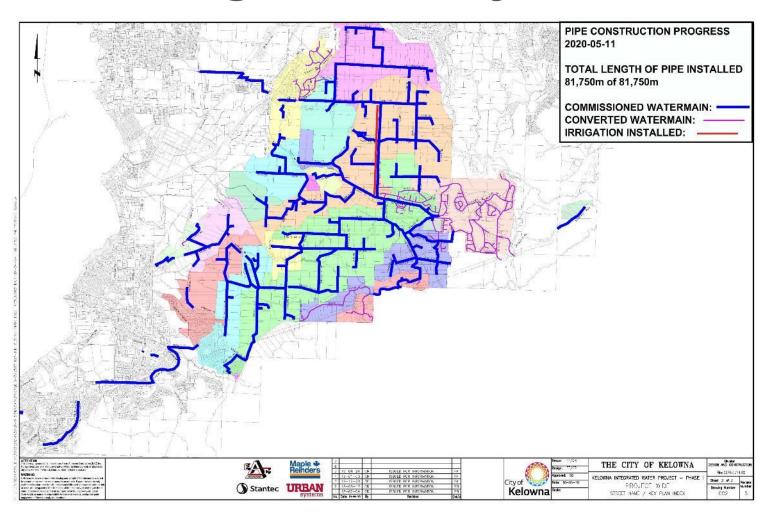


2019-2020 Activities

- ▶ Water Integration
- ► Area Based Water Management
- ▶ Water Supply System and Operation
- ▶ Water Meter Replacement Program



Water Integration Project





Water Integration Project

- ► SEKID Dissolution June 4, 2018
- ► System Changes (\$98M: Phase 1 & 2)
 - Almost 82 km of pipe, 12 new PRV stations, New Storage Reservoirs and Pump Upgrades
 - ▶ 13 dams and upland storage
 - ▶ 6750 people served
 - 500 Agricultural customers
- Phase 2 will extend water transmission capabilities and provide interconnectivity





- ► Substantial bylaw work is taking place in 2020
 - ▶ Irrigation rate structure
 - ► Irrigation rate policy



In the final stages of Facility decommissioning







Area Based Water Management

- Collaborative approach to manage water resources
- Key external partners include: RDCO, OBWB and Province.
- a risk registry is being developed to improve water management in the region



System Renewal and Enhancement

- Pumping Stations
- ▶ Ultraviolet Light Disinfection reliability
- Operational Improvements
- ► Irrigation System Improvements

Water Supply & Distribution System



- 5 Pumping Stations
- 19 Booster Pumping Stations
- 3 UV Disinfection Systems
- # Chlorination Systems
- 26 Reservoirs
- 48 PRV Stations
- Irrigation Supply System
 Watershed, Dams,
 Reservoirs
 Irrigation network

- 429 km of watermains
- 2231 Fire Hydrants
- 3600 Valves
- 19,100 Services
- Additional SEKID assets
 - 200 km watermains
 - 200 Blow offs and valves
 - 231 Fire Hydrants

Water Meter Program

- ▶ 17,000 water meters increasing to ~20,000 (2020)
- ► Over half >20 years old
- ▶ Transition to enhanced technology
 - Increased reliability, efficiency
 - Significant increase to customer service
- ▶ 2020 Start replacement and all SEKID
- ► There is opportunity in SEKID with service connections and leaks

Meters - Customer Benefits

- ▶ Leak detection
- Customer monitoring ability
 - understand water use and conserve





Questions?

For more information, visit **kelowna.ca**.

Report to Council



Date: June 15, 2020

To: Council

From: City Manager

Subject: Water Rates 2021

Department: Utility Services

Recommendation:

THAT Council receive for information the report from the Utility Services Department, dated June 15, 2020, regarding Water Utility rates for 2021;

AND THAT Council direct staff to transition water rates for the Beaver Lake Industrial Area Properties such that they align with the rest of the City by 2024 as outlined in this report;

AND FURTHER THAT Council direct staff to bring forward an amending bylaw for reading consideration to enact the water rates outlined in this report beginning January 1, 2021.

Purpose:

To set the 2021 rates for the Kelowna Water Utility.

Background:

The City water utility provides potable water to more than half of the City's population and provides non-potable water for irrigation to customers in southeast Kelowna. The balance of the City is serviced by three large Improvement Districts and two dozen minor systems. The City's potable water coming from Okanagan Lake fully meets Canadian Drinking Water Quality Guidelines and Interior Health Authority water quality requirements.

As part of the transition plan to incorporate the former South East Kelowna Irrigation District's (SEKID) water system, Council froze the rates charged to former SEKID customers in 2019 through 2020. This would allow time for completion of Phase 1 of the City's water integration project, bringing potable water to former SEKID homes. The project scope includes ensuring that water services are metered so that metered billing can begin on January 1, 2021. In addition, the rate freeze allowed time for community engagement regarding how the agricultural community should pay for water going forward.

On October 28, 2019 Council adopted Water Supply Policy 383 which includes the following Policy Statements related to setting water rates:

- 5. The City supports agriculture within the utility service area. Pricing of water for agricultural purposes will reflect the community's support and will be set to be competitive with agricultural water rates in the Okanagan Valley.
- 6. Properties classified as Farm under the Assessment Act will be eligible for agricultural water rates.
- 7. To encourage the use of the lower cost, non-potable water to the extent that it is available, pricing for non-potable water for irrigation purposes will be lower than the pricing for potable water for the same customer class.

Water rates are set by Council in the Water Regulation Bylaw. Former SEKID customers are paying rates according to several adopted SEKID bylaws. It is recommended that the Water Regulation Bylaw be amended with a new rate schedule and other amendments to reflect both the potable and non-potable water systems owned and operated by the City. This would also allow Council to rescind several legacy SEKID bylaws.

Discussion:

Staff have conducted a review of the City water utility's operations, maintenance, and capital costs to determine financial revenues needed to support a sustainably funded utility. This analysis includes a pro-forma statement of revenues and expenditures across a 10-year projection, based on present budget figures, future capital, and operating expenditures in all areas of the utility. New to the program this year are estimates on consumption rates for the former SEKID and SOMID customers that have historically never been metered. As there are significant unknowns regarding water consumption in southeast Kelowna as well as the unknown of how former SEKID customers consumption behavior might change once they begin paying for water based on use, staff recommend setting rates for only one year (2021) at this time. This will allow for timely adjustments for 2022 should they be deemed necessary.

As was reported to Council when City water rates were adjusted in 2017 and again in 2019 there remain several factors that drive rate adjustments. These factors are expected to continue over the coming years and are:

- 1. Water assets continue to depreciate faster than they are being renewed. Our current renewal rate is adequate given the relatively young age of our assets, but renewal will need to increase in the longer term as the system ages. The financial model assumes that renewal rates increase stepwise beginning in 2026;
- 2. We can expect operating costs to rise as the average age of our infrastructure increases;
- 3. The construction cost inflation rate typically exceeds general consumer inflation.

Additional financial pressures have come about since taking ownership of the SEKID system and extending the potable water system into southeast Kelowna:

4. The non-potable system has been in operation for about 50 years with little renewal resulting in a substantial financial liability (often referred to as "infrastructure deficit"). This inventory includes major dams and supply infrastructure which will require long term maintenance plans. The financial model assumes that we will start to fund significant renewal of the non-potable system beginning in 2024;

5. Operating costs of the potable water system expansion that includes the extension into southeast Kelowna, and other water supply improvements. The potable system has grown by roughly 20 per cent and the additional operating costs must be funded by the customer base.

With the addition of roughly 2,000 potable water customers in southeast Kelowna as well as a non-potable water system and many agricultural customers the work to adjust rates is significantly more complicated than in the past. We have developed a detailed rate model and have proposed rates that include adjustments related to ensuring that the revenues received from each Customer Class reasonably reflect the proportion of water used by that class.

The proposed rates apply the same rate structure to former SEKID customers as the rest of the city customer base which is a significant change for former SEKID customers. In addition to the proposed rates former SEKID and SOMID customers will pay a Local Area Service fee on their property tax notice to recover their proportion of the capital cost of the Integration Project.

Staff are recommending that a general increase of six per cent be applied to all fixed and variable water fees on January 1, 2021 and that the Water Quality Enhancement Fee for 2021 not be increased at that time. For a typical single family home using an average of 41 cubic metres of water per month this rate increase will amount to \$2.09 per month.

There are several recommended changes and new fees that do not currently exist in the Water Regulation Bylaw. These are summarized as follows:

A. Meter reading.

As reported to Council on April 1, 2019 (Water Utility 2019 Update) staff have been working to update the meter reading technology as part of the 7-year meter replacement program. Meters will be read daily. This system will allow staff, and ultimately customers, to be informed of possible leaks after 24 hours, not months.

The benefits of this technology are significant in reducing water losses and saving customers substantial amounts of money that can occur when leaks go undetected between the readings for the two-month billing period. With the introduction of a customer facing portal this technology allows customers to review their own time of use water consumption to better understand their consumption behaviour and have stronger control over potential savings.

Additionally, this upgrade will remove the need to have water meters manually read which will remove the need for staff to access private property and improve the efficiency and safety of Utility staff. However, staff anticipate that there may be the occasional customer that desires not to have the technology at their home and would prefer to pay the City to continue to read meters manually every two months. A small number of manual reads will be inefficient and costly. The proposed rate schedule in Attachment 1 addresses this possibility as follows:

- 1. Adds a "Manual Read" fee of \$40 per billing period for the City to manually read and upload the data into the billing system. With six billing periods per year this would add \$240 to their annual water costs and will recover the water utility's administrative efforts.
- 2. Eliminates the option for "Manual Read" customers to have their water bills adjusted should they have a leak. To date we allow leakage, once repaired, to be billed at the lowest tiered water rate. This is done in part because of the long time between receiving bills and

information on consumption. Customers that choose manual reads are removing this option of addressing leaks promptly and proactively and therefore should be responsible for the full cost of water according to the Water Regulation Bylaw.

The capital cost of the meter reading technology also adds approximately \$150 to the capital cost of new meter installations for new development. This is the main reason for the significant increase in the cost of smaller meters outlined in "Schedule B" of Attachment 1. These fees are charged only for the installation of new meters at new developments.

B. Non-potable water system

The former SEKID water system is being referred to as the "non-potable system" as water supplied does not meet Canadian Drinking Water Quality Guidelines. This system has been dedicated to irrigation and fire protection. The new fee schedule is proposed to have two basic rates, both of which are less than the potable water rate:

- 1. Properties with Farm Status pay the Agricultural Rate,
- 2. Properties without Farm Status pay the Non-Farm Irrigation Rate.

In addition, the Agricultural Rate (properties with Farm status) will be a fixed fee per acre of "allotment". Staff are recommending that the fee for exceeding the allotment be simplified into three Tiers (A, B and C) with an increasing cost for each cubic metre of water consumed. This structure is consistent with many other agricultural water purveyors including Glenmore Ellison Improvement District and Greater Vernon Water and very similar to the former SEKID rate structure.

C. Backflow Prevention

In order to protect the drinking water system all properties that have a City non-potable service must have a backflow preventer on the potable service. These are located in the City owned meter pit, along with the meter, at the property line. The devices must be tested annually. For utility customers with both a domestic and City non-potable water service it is recommended that the City water utility own these devices and coordinate their testing on behalf our customers. This will help minimize the cost of irrigation service to our customers as well as the administrative effort in tracking and ensuring each device is tested on schedule. This is estimated to cost approximately \$35,000 per year to the overall utility which will be recommended as part of the 2021 operating budget request.

D. Beaver Lake Industrial Area Properties

The Beaver Lake industrial area has a different rate structure than the rest of the City which more closely reflected how the City utility paid for water supplied to it by the District of Lake Country. This rate structure has higher fixed fees based on meter size, but lower consumption rates per cubic metre of water. This rate structure has more cost predictability for users but reduces incentives to conserve water. Staff recommend that the rate structure for the Beaver Lake Industrial Area transition to be consistent with the rate structure across the rest of the City water utility to ease administrative efforts, reduce confusion, and provide consistent water use messaging for all users. For most customers in this area the overall impact will be small (close to cost neutral). A four-year transition will allow staff to work with customers to facilitate the transition.

In addition, Lake Country staff has indicated that there may be significant costs to the City related to water quality improvements in the future. Unlike the rest of the city water utility customers, currently Beaver Lake Industrial Area Properties do not pay the City's Water Quality Enhancement Fee. As most

of these properties require potable water, and we are now aware that there are expected to be significant water quality improvement costs to the water supply in the future, it is appropriate that these properties contribute to the water quality enhancement reserve by paying the same water quality enhancement fees as properties in the rest of the City. The proposed rate structure has added the water quality enhancement fee to Beaver Lake Industrial Area properties. For the most common service size (37 mm) in this industrial area this will add \$38.68 per month to their water utility bill.

Conclusion:

The Water Regulation Bylaw must be updated and amended to allow Council to rescind legacy SEKID bylaws and ensure that the water utility remains sustainably self-funded. By passing the 2021 rates now our new customers can be adequately informed about water costs and have time to adjust their consumption should they feel the need to do so.

Financial/Budgetary Considerations:

The 2021 Financial Plan will include the anticipated additional revenues for the new fees and rate adjustments outlined in this report.

Communications Comments:

A communications and engagement process began in Sept. 2017 and completed in late 2019. The process sought to review the City's agriculture rate and rate design to ensure proposal of fair rates that encourage conservation, support farming operations and included opportunities to provide input on water pricing values, priorities, concerns and impacts from stakeholders and the public.

Engagement with water customers was not restricted to SEKID customers, as any current or potential future City agriculture customers will also be affected by any rate design adopted. The broader Kelowna community also had an opportunity to provide input through an online survey.

Inserts in utility bills and a news release will ensure customers are informed of the proposed rates prior to implementation in 2021.

Internal Circulation:

Communications
Financial Planning
Controller
Revenue Services
Utility Planning Manager

Considerations not applicable to this report:

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

Submitted by:

K Van Vliet, Utility Services Manager

Approved for inclusion:



Joe Creron, Deputy City Manager, Operations

cc:

A Schumacher, Revenue Supervisor M. Antunes, Financial Planning Manager

SCHEDULE "A"

Water Rates and Charge Non-Potable Water System

Customers with a non-potable water service shall pay the following rates and charges for the full applicable year with 2021 rates effective January 1, 2021;

Customer Service Type	Reference 2020 rates	2021	Units / Comments
Agricultural (volume consumed up to the property's Allocation)	\$ 96.30	\$120.00	Per acre of Allocation per year.
Agricultural Over Consumption Rate			
Tier A – 0-19.99% over annual Allocation	NA	\$0.30	per cubic metre
Tier B — 20-49.99% over annual Allocation	NA	\$0.60	per cubic metre
Tier C – Over 50% over annual Allocation	NA	\$1.00	per cubic metre
All other Customer Types	\$96.30 per acre per year	\$0.30	per cubic metre consumed

Agricultural customers (have Farm Status) shall be charged annually. All other Customer Types shall be charged on a bi-monthly billing cycle.

Water Rates and Charges – Potable Water System

Water Utility billing for **Customers** with a water **meter** shall consist of two charges, a flat rate charge based on **meter** size and a consumption charge based on water consumed in the bi-monthly billing period. **Customers** shall pay the following **rates** and charges for each water service with 2021 rates effective on January 1, 2021.

1. All metered properties, except those Customers in the Beaver Lake Industrial Area, and Agricultural Properties, shall pay the following bi-monthly flat rate charge based on Water Meter size as follows:

Meter Size Bi-Monthly Flat Charge

Reference 2020 In 2021

5/8" (15 mm)	\$27.66	\$29.32
¾" (20 mm)	\$33.10	\$29.32
1" (25 mm)	\$43.44	\$46.05
1½" (37 mm)	\$65.05	\$68.95
2" (50 mm)	\$104.83	\$111.12
3" (75 mm)	\$343.40	\$364.00
4" (100 mm)	\$468.57	\$496.68
6" (150 mm)	\$791.53	\$839.02
8" (200 mm)	\$1042.81	\$1105.38

Plus a consumption charge per cubic metre consumed bi-monthly according to the following table:

Customer type - Metered	2020 Reference	Jan 1, 2021	
Single Family and Single-Family Strata			
First 6o cubic metres	\$0.473	\$0.501	
Next 100 cubic metres	\$0.636	\$0.674	
Next 90 cubic metres	\$0.964	\$1.022	
Balance of cubic metres	\$1.930	\$2.046	
All other Customer types			
Multi-Family Residential Properties – 3 or more dwelling units on a single property	\$0.473	\$0.501	
Mixed Use properties	\$0.536	\$0.568	
Commercial, Industrial and Institutional	\$0.546	\$0.579	
Park	\$0.412	\$0437.	

2. Beaver Lake Industrial Area Properties

A combined bi-monthly flat rate charge plus a consumption charge for all properties within the Beaver Lake Industrial Area as follows:

Meter Size Bi-Monthly Flat Charge

	2020 Reference	ln 2021
5/8" (15 mm)	\$22.38	\$24.91
¾" (20 mm)	\$32.63	\$24.91
1" (25 mm)	\$43.35	\$44.82
1½" (37 mm)	\$91.37	\$86.56
2" (50 mm)	\$147.39	\$139.12
3" (75 mm)	\$348.50	\$353.17

4" (100 mm)	\$565.82	\$549.33
6" (150 mm)	\$1192.66	\$1105.05
8" (200 mm)	\$1452.04	\$1366.17

Plus a consumption charge of \$0.408 per cubic metre for 2021 (2020 reference: \$0.331).

3. Agricultural Services

	2021	Units / Comments
Agricultural (volume consumed up to the property's Allocation)	\$ 120.00	Per acre of Allocation per year.
Agricultural Over Consumption Rate		
Tier A – 0-19.99% over annual Allocation	\$0.30	per cubic metre
Tier B – 20-49.99% over annual Allocation	\$0.60	per cubic metre
Tier C – Over 50% over annual Allocation	\$1.00	per cubic metre

For Agricultural Customers with only one potable service providing water for both irrigation as well as indoor domestic use an additional bi-monthly fixed fee of \$54.40 applies for 2021 to reflect the cost of domestic water supply and water quality enhancement fee and assumed consumption of 20 cubic metres per month.

4. Fire Protection Use

For Fire Protection Use a bi-monthly flat rate charge of \$62.34 for 2021 (2020 reference: \$58.81).

5. Bulk Water Filling Station Use

The cost of a card for use of the **Bulk Water Filling Stations** is \$20.00, non-refundable.

For **Bulk Water Filling Stations**, a consumption charge of \$1.02 for 2021 per cubic metre of water used (2020 reference \$0.96).

6. Water Quality Enhancement Reserve Fund Contribution

All Customers, except those Customers in the Park, or Agricultural Property rate classes, shall pay an additional bi-monthly flat charge, as follows:

Meter Size	Bi-Monthly Flat Charge		
	2020 Reference	ln 2021	
5/8" (15 mm)	\$17.06	\$17.06	
¾" (20 mm)	\$17.06	\$17.06	
1" (25 mm)	\$35.06	\$35.06	
1½" (37 mm)	\$77.35	\$77.35	
2" (50 mm)	\$125.21	\$125.21	
3" (75 mm)	\$293.28	\$ 293.28	
4" (100 mm)	\$400.47	\$400.47	
6" (150 mm)	\$676.39	\$676.39	
8" (200 mm)	\$891.12	\$891.12	

Water Rates and Charges – Both Potable and Non-Potable water systems

7. Temporary Use

For Temporary Use of water during construction. The following rates and charges will apply beginning two months after approval of each New Construction Building Permit and end upon the first of either the installation of the Water Meter or the project is deemed complete as defined by the British Columbia Builder's Lien Act on:

Single Family residential properties a flat charge of \$45.47 bi-monthly for 2021 (2020 reference: \$42.90)

For non-residential properties and Multi-Family Residential properties a bi-monthly flat charge of \$121.26 for 2021 (2020 reference: \$114.40).

For Projects deemed to be complete as defined above and that do not have a Water Meter then rates will be twenty (20) times the applicable Temporary Use rate.

8. Manual Read fee

Properties that choose to have their meter read manually, where the option to have the meter read remotely has been provided or requested by the City shall pay a fee of \$40.00 per billing period. These customers acknowledge that in choosing to have their meters read manually that there will be no adjustment for the cost of water lost because of a water leak on their property.

SCHEDULE "B"

Water Meter Fees and Service Charges

1. Water Meter Fees

Customers shall pay a **Water Meter** Fee at the time of application for water service as follows:

METER TYPE			
Meter Size	Standard	Turbine	Compound
5/8" x 3/4" (residential)	\$ 535.14		
3/4" (commercial)	\$ 535.14		
1" (commercial)	\$ 644.77		
1.5" (commercial)		\$1,866.25	\$2,506.53
2" (commercial)		\$2,160.50	\$2,854.41
3" (commercial)		\$2,600.63	\$3,513.35
4" (commercial)		\$4,652.48	\$5,722.98
6" (commercial)		\$8,185.42	\$9,887.69
8" (commercial)		\$13,198.32	
4" Fire line	\$12,257.02		
6" Fire line	\$16,207.69		
8" Fire line	\$23,770.98		

The **Water Meter** Fee for commercial meters includes the following components as applicable to each meter setting: specified meter, companion flanges, strainer, gaskets, bolts, remote reading device and connecting cable all supplied and owned by the **City**.

The **Water Meter** Fee for commercial meters does not include the following: master control valve on service inlet and meter isolation valve downstream of meter, pressure reducing valve(s) (PRV's), pressure

gauges, back flow prevention device and bypass piping and bypass valve all to be supplied and owned by the **Property** owner.

The **Water Meter** Fee for residential meters includes the following: **Water Meter**, meter setting fittings, installation of **Water Meter** within a 325 mm copper pipe run, supply of a remote reading device and connecting cable all of which will be supplied and owned by the **City**.

2. Service Fees

Customers will pay and will be invoiced on their City Water Utility bills for the following service fees:

Service	Fees
Water disconnect (shut-off) or connect (turn-on) during regular office hours	\$ 25.00
Emergency water disconnect (shut-off) or connect (turn-on) during off-hours	\$160.00
Meter Testing Fee	\$50.00

Both the transfer and water turn-on charge will apply if water is turned on and a new account is established.

Regular office hours shall mean the regular operating hours of the City's Water Utility Services Branch.

3. Hydrant Use Permit Fee

The fee for each **Hydrant Use Permit** shall be \$60.00 plus \$25.00 per day for each day of Hydrant Permit. The fee for a **Hydrant Use Permit** shall include the costs of providing, installing and removing **Approved Backflow Preventer**.



Water Rates 2021

June 15, 2020





Cost Pressures

- Assets depreciating faster than renewal
- Operating costs rise as infrastructure ages
- ► Construction inflation typically higher than CPI
- Non-Potable system has substantial infrastructure deficit
- Operating costs of water system expansion



Rate Adjustments

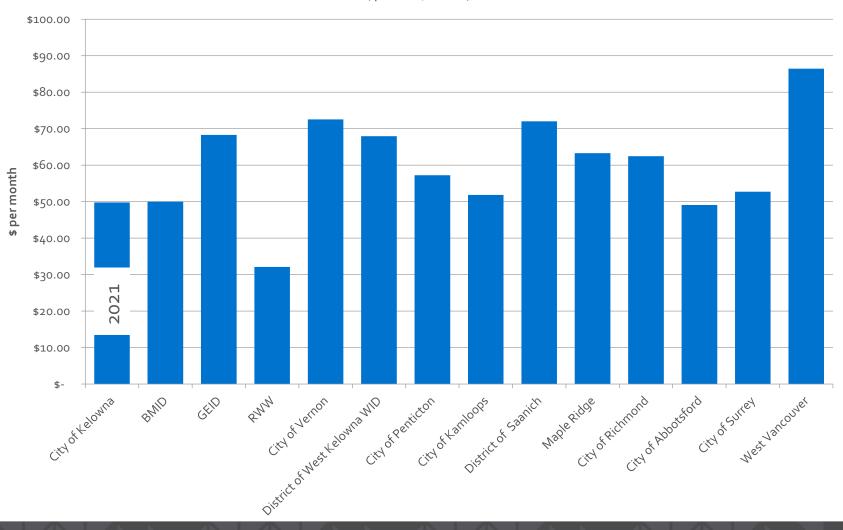
- ► Recommend 6% increase for Water rates
- ► Recommend o% (no change) for Water Quality Enhancement rate or Parcel Tax
- ▶ Rates take effect January 1, 2021

- Average SFD water cost increase 4.4% (\$2.09 per month)
- Kelowna maintains some of lowest water rates in country



2020 SFD Monthly Water Rates

(41 cu.m./month)



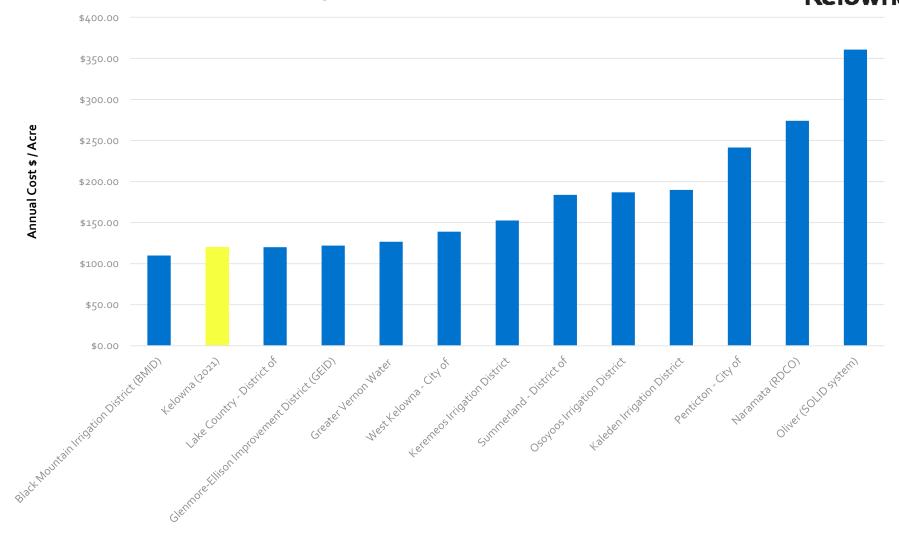


Non-Potable Water Rates

- Agricultural customers pay \$120 per acre per year (applied to both potable and non-potable systems)
- ► Non-Farm Status pay \$0.30 per cubic metre.
 - ▶ No tier / block pricing
 - ▶ No fixed / meter fee
 - ➤ Compares with minimum potable rate of \$0.501 rising to \$2.05 per cubic metre



2020 Annual Ag water Cost per Acre (assumes uses allocation)





Other new initiatives

- ▶ Beaver Lake Industrial customers.
 - Transition to same rates as rest of City utility over 4 years.
 - ► Apply Water Quality Enhancement Fee in 2021
- ► Cellular Meter Reading Technology opt out
 - ▶ \$40 bimonthly (\$240 per year) for manual read after offered
 - ► Eliminate bill adjustment for leaks as they could go undetected for 2 months due to manual reading choice



Questions?

For more information, visit **kelowna.ca**.

Overview of Shared Micromobility in Kelowna - Report to Council

Attachment 2 - Other Considerations

June 15th, 2020

Potential for Pedal Bikeshare

Council has asked about the possibility to bringing pedal bike share back to Kelowna. With almost a year of this permit program which allows for a variety of different vehicle types to be shared, we have seen few operators come forward looking to share traditional pedal bicycles. In 2019, private companies were overwhelmingly interested in sharing e-scooters compared to other options. There have been significant changes based on the appetite of the private market in terms of providing shared e-bike and pedal bike services. Reporting in micromobility industry landscape from the North American City Transportation Officials (NACTO) in 2018 highlighted that "e-scooters overtook bikes as the preferred vehicle for dockless micromobility vendors. As of the end of 2018, over 85,000 e-scooters were available for public use in about 100 U.S. cities. In contrast, dockless pedal bikes, which once numbered in the tens of thousands, have largely disappeared from city streets." The graph from 2018 on the respective North American market share on different vehicle types paints shared e-scooters as having staggering growth, which has continued up until the COVID-19 crisis. Locally, minimal potential to attract pedal bikeshare exists without subsidies.

Staff have found that the scale of subsidy a private operator would require provide a 300bike pedal bikeshare service to Kelowna would be roughly one million dollars per year. There exist opportunities lower that cost through corporate sponsorship and revenue sharing.

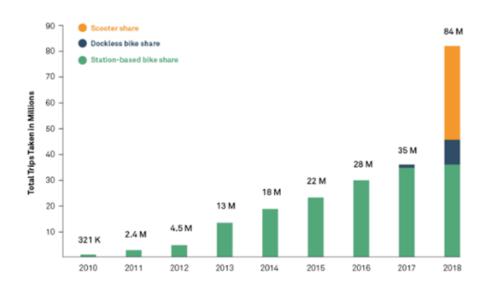


Figure 8 – The shared e-scooter market has grown at an alarming rate due to favourable ridership numbers, their propensity to attract a wider audience and better profitability than other options.²

E-scooter User's Perspective

The City delivered a user survey that was open for a 2-week window in November 2019, the survey had 331 responses and was distributed through bikeshare permit holders, all of which exclusively delivered shared e-scooters. This survey provided insights into user attitudes about shared e-scooters and individual permit holders' performance. A focus was placed on asking respondents about their

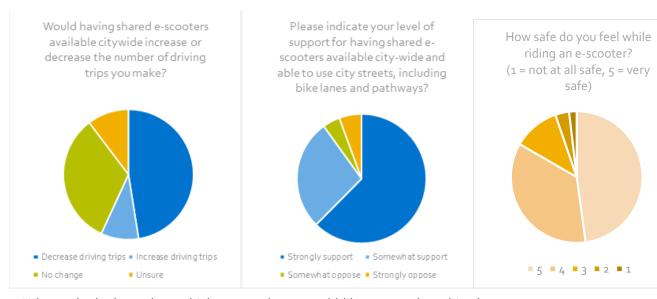
¹ "Shared Micromobility in the U.S.: 2018." National Association of City Transportation Officials, 17 Apr. 2019, nacto.org/shared-micromobility-2018/.

future behaviours should the Province grant Kelowna get the ability to allow e-scooters to be used on streets and bike lanes.

The survey was sent to all users, and the respondents were primarily local (55%), male (56%) and younger (55% were between the ages of 18 and 34). In general, survey respondents strongly supported shared escooters. 85% of respondents strongly or somewhat supported shared escooter services. Between locals and visitors,

there was a higher degree of local support for shared e-scooter services. Additionally, only 5% of riders indicated feeling unsafe while riding e-scooters.

The objective of this survey was to understand experiences on e-scooters this summer but also to understand the potential of allowing the services if e-scooters were permitted to use the road network. When asked respondents if they support e-scooters being available city-wide and able to use city streets, including bike lanes and pathways, 90% of respondents were strongly or somewhat supportive. When asked what the reasons were for this support, the two most popular answers were "fun/enjoyable" (75%) and for "trips too far to walk" (62%). Among all respondents, if e-scooters were available city-wide, 48% said they would decrease their driving trips as a result of having the service available.



When asked what other vehicle respondents would like to see shared in the same way as e-scooters, respondents' top choices were e-bikes, e-scooters with a seat, and e-mopeds.

There was more support for Roll and Zip, two companies that entered the market later in the fall. With open markets, more competent operators can drive higher quality service, and the market can evolve. Through the process of delivering a survey, Staff identified one of the operators was getting significant complaints in the open-ended final question. The City worked with the operator to have a customer service issue they were experiencing resolved and will be monitoring their performance closely this year.

Provincial Motor Vehicle Act Pilot Project proposal - Allowing e-scooters to be used like bicycles

In October 2019, the BC legislature adopted regulations that allow for a variety of types of pilots within the Motor Vehicle Act. In public releases, the Ministry of Transportation and Infrastructure highlighted e-scooters as one of the things that would be enabled under this legislation. In March, they allowed for pilots to be proposed by local municipalities. The City of Kelowna submitted a pilot proposal related to our Bikeshare Permit Program. The City's mirrors the request from Kelowna Council to the Premier and Minister Trevena related to e-scooters in May. In preparation for the possibility of Kelowna receiving the ability to allow e-scooters city-wide, Staff have been engaging critical internal and external stakeholders to understand any challenges or opportunities they anticipate with this change. The City has been in discussion with the Ministry of Transportation and Infrastructure and expects a decision to be made on our proposal by the end of June.

Report to Council

Date: June 15, 2020

To: Council

From: City Manager

Subject: Draft Regional Transportation Plan, Draft Regional Bicycling and Trails Master Plan and

City of

Kelowr

Draft Regional Disruptive Mobility Strategy

Department: Integrated Transportation and Sustainable Transportation Partnership Central

Okanagan (STPCO)

Recommendation:

THAT Council receives, for information, the report from the Integrated Transportation Department dated June 15, 2020 with respect to the Draft Regional Transportation Plan (RTP) and its subcomponents: The Draft Regional Bicycling and Trails Master Plan (RBTMP) and the Draft Regional Disruptive Mobility Strategy (RDMS).

Purpose:

To provide Council with an update on STPCO activities and provide an overview of the Draft Regional Transportation Plan and its sub-components: The Draft Regional Bicycling and Trails Master Plan and Draft Regional Disruptive Mobility Strategy.

Background:

The Sustainable Transportation Partnership of the Central Okanagan (STPCO) is a formal partnership of the City of Kelowna, City of West Kelowna, Districts of Lake Country and Peachland, Westbank First Nation and the Regional District of Central Okanagan. The STPCO coordinates the regional delivery of sustainable transportation programs and projects in support of common regional policy, plans and interests (economic, social and environmental), including the delivery of the Regional Transportation Plan. The STPCO also provides a formal forum for discussion amongst elected officials, senior and technical staff, as well as stakeholders and the general public.

The STPCO Work Plan is divided into the three areas of Strategic Partnerships with Senior Government, Transit Program and Delivery, and Regional Transportation Planning. This report provides an update on activities in the Regional Transportation Planning work area, including presentation of the Draft Regional Transportation Plan and its sub-components: The Draft Regional Bicycling and Trails Master Plan and the Draft Regional Disruptive Mobility Strategy.

<u>Local and Global Context</u>: Several global trends are shaping urban and regional transportation, as a result the RTP and its sub-components have been developed to be resilient and adaptable to these changing trends on the horizon. Examples include the COVID-19 pandemic, the global climate crisis, and rapid transportation technology change:

- COVID-19 Pandemic: The COVID-19 pandemic has evolved rapidly and changed the way people travel, with rapid increases in teleworking and decreases in transit ridership experienced in the short-term. While the situation is uncertain and changing daily, it is important not to lose sight of the mid and long term. The RTP is a long-range plan designed to establish the vision for regional transportation over the next 20 years and beyond. While the impacts and economic recovery from COVID-19 may delay growth in the next few years, the long term transportation vision established by the RTP is still anticipated to be relevant in 2040. In addition, it is hoped that the RTP can provide a roadmap for investment in the Central Okanagan that will be an important part of economic recovery over the next few years.
- Climate Change: Transportation is typically responsible for the largest share of metropolitan greenhouse gas emissions, and this is also true in Kelowna where 55% of climate warming gases come from the transportation sector alone. The RTP recognizes the urgency of the global climate crisis and provides recommendations that will help to better connect our region, while reducing automobile dependence and improving the quality, convenience and reliability of more sustainable and affordable transportation modes, such as bicycling, walking, transit and small electric vehicles. This will be critical to help protect the Central Okanagan's environment and high quality of life for future generations to come.
- Technology and our Changing Future: For the first time in nearly a century, transformative innovations are coming to the transportation sector. New technologies that are making transportation more connected, automated, shared and electric are reshaping how people get around and making owning a car less of a requirement. The RTP has been developed with these rapid changes in mind, and includes recommendations designed to take advantage of new mobility options, such as ride-hailing, bike share and car share that can help provide new mobility options to residents and extend the reach of transit. The Regional Disruptive Mobility Strategy component of the RTP provides a toolkit of policy options for local jurisdictions in the Central Okanagan to help embrace the benefits of transportation technology change, while incorporating lessons learned from other communities around the world to help mitigate impacts.

Discussion:

Development of the Central Okanagan's first Regional Transportation Plan (RTP) was initiated in early 2018. The need for the plan arose out of recognition that transportation directly impacts many of the areas important to Central Okanagan communities, including economic competitiveness, air quality, climate change, goods movement, social equity, emergency response, public health and quality of life. With the regional population expected to grow by nearly 40% in the next 20 years, the STPCO partners decided to work collaboratively to ensure that the transportation choices we make as a region today help strengthen our region's future economic competitiveness and quality of life.

After more than two years of technical studies (including the Okanagan Gateway Transportation Study), consultation, and unprecedented region-wide partnership and collaboration, the Draft Regional Transportation Plan and its sub-components, the Draft Regional Bicycling and Trails Master Plan and Draft Regional Disruptive Mobility Strategy, are ready for presentation to the STPCO Councils and RDCO Board. The draft plans can be viewed on the Smart Trips website at the following links:

• Draft Regional Transportation Plan:

https://www.smarttrips.ca/sites/files/6/docs/related/Regional Transportation Plan DRAFT.pdf

- Draft Regional Bicycling and Trails Master Plan:
 https://www.smarttrips.ca/sites/files/6/docs/related/Regional_Bicycling_Trails_Master_Plan_DRAF

 T.pdf
- Draft Regional Disruptive Mobility Strategy:
 https://www.smarttrips.ca/sites/files/6/docs/related/Regional_Disruptive_Mobility_Strategy_DRAF-T.pdf

Draft Regional Transportation Plan: The Draft Regional Transportation Plan (RTP) identifies transportation projects and priorities that will help build and maintain a healthy, thriving and connected future for the Central Okanagan region. This long-range, high-level plan establishes a framework of priorities over the next 20 years to help communities plan and seek funding collaboratively, as a unified region.

The RTP sets the direction for Central Okanagan local jurisdictions to work together to prepare for future population growth, help people of all ages and abilities get around, reduce the growth of traffic congestion and greenhouse gases, and help the region's economic recovery post COVID-19. The plan contains interconnected recommendations for projects, programs and policies that will help connect people and places across the region. The recommendations are designed to work together to help improve the movement of people and goods, achieve fast and reliable transit, and help create a region where more people can choose sustainable and affordable transportation options.

The RTP reflects the interests and values the project team heard from people across the region. The plan development included multiple workshops with the STPCO Planning and Technical Committee, the Local Government Advisory Board, and presentations to the STPCO Councils and RDCO Board at key milestones throughout the planning process (representing over 35 presentations to date). Additionally, the plan reflects multiple public consultation touchpoints with residents and stakeholders across the Central Okanagan, from Peachland to Lake Country, since spring 2018.

Moving forward, the plan will help local jurisdictions collaborate to seek funding for transportation investments that benefit the entire Central Okanagan region. Recommendations that involve the highway and that require further study will be analyzed further as part of the next phase of the Ministry of Transportation and Infrastructure's Central Okanagan Planning Study.

Draft Regional Bicycling and Trails Master Plan: The Draft Regional Bicycling and Trails Master Plan (RBTMP) updates the 2012 Regional Active Transportation Master Plan. In the years since the 2012 Plan was created, many connections have been completed, additional active transportation plans have been developed and provincial and federal design guidance updated. The RBTMP reflects those changes, and along with the RTP, will help focus investments in regional bicycling and trail networks. The regional bicycling and trails network presented in the RBTMP provides safe and convenient travel options, connecting regionally significant destinations across the Central Okanagan. When complete, the proposed network will provide 134 km of fully separated facilities (e.g., such as multi-use pathways, bike paths, and protected bicycle lanes) and 62 km of shared facilities that are appropriate for those more comfortable riding beside motor vehicle traffic. A total of 81 km of new bicycling and trail infrastructure is recommended, along with 25 km of facilities that should be upgraded.

Implementation of the plan will be delivered in coordination with the RTP, and will require ongoing regional coordination and collaboration. Additionally, leadership at the local and regional level will be necessary to champion projects within each jurisdiction.

Draft Regional Disruptive Mobility Strategy (RDMS): "Disruptive mobility" refers to changes in transportation technologies that will fundamentally change how people get around in the future. These changes are making transportation more connected, automated, shared, and electric. These changes have the potential to benefit the region, though negative impacts that work against current policy directions are possible as well. By proactively preparing for the changes coming our way, Central Okanagan local jurisdictions can work together and help influence the Province to harness the benefits of new transportation technologies, while protecting our regional economic competitiveness and quality of life.

The Draft Regional Disruptive Mobility Strategy (RDMS) has been designed as a toolkit for local governments in the Central Okanagan to help prepare for technology change in transportation. It is a resource guide that will help each jurisdiction identify the strategies and tactics best suited for their community. It is recommended that each jurisdiction collaborate with community, nonprofit, and business leaders, to carefully consider a range of practical and efficient solutions to the challenges and opportunities presented by rapidly changing mobility technologies.

Okanagan Gateway Transportation Study: The Okanagan Gateway Transportation Study (OGTS) is a partnership of the Kelowna International Airport (YLW), City of Kelowna, the University of British Columbia - Okanagan (UBCO) and the BC Ministry of Transportation and Infrastructure (BC MoTI). It is a 20 year plan that defines future projects, programs and policies to strengthen the economy, quality of life and further the OGTS partners' commitment to climate action in the region by improving connections to the Kelowna International Airport and the University of British Columbia Okanagan. While recommendations from the OGTS have been coordinated with and incorporated into the Regional Transportation Plan, the final OGTS report is still being finalized and is anticipated for presentation to Council later in summer 2020.

Conclusion:

The three draft regional plans are being presented to each of the STPCO partner Councils and the RDCO Board through June and July. Following the presentations, public engagement activities (anticipated in July/August) will provide members of the public and stakeholders with the chance to review the draft plans and provide feedback. Public engagement activities are being designed to focus on digital and on-line platforms to follow the advice of the Provincial Health Officer in regards to COVID-19. Once the public engagement period closes, the plans will be updated and refined. Final versions of the plans will be presented to each of the STPCO Councils and the RDCO Board for endorsement, anticipated in fall 2020.

Internal Circulation:

Communications
Financial Planning
Infrastructure Engineering
Parks & Buildings
Policy and Planning

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:

M. VanZerr, Strategic Transportation Planning Manager

Reviewed and Approved by:

R. Villarreal, Department Manager, Integrated Transportation & STPCO Administrator

Approved for inclusion:



Alan Newcombe, Divisional Director, Infrastructure

Attachment 1 - Draft Regional Transportation Plan Presentation

cc: Divisional Director, Corporate Strategic Services

Divisional Director, Financial Services

Divisional Director, Infrastructure

Divisional Director, Partnership & Investments

Divisional Director, Planning & Development Services







Regional Transportation Plan

City of Kelowna

June 15th 2020



Agenda

- 1. Welcome
- 2. STPCO and What is Next
- 3. Draft Regional Transportation Plan
- Draft Regional Bicycling and Trails
 Master Plan
- Draft Regional Disruptive MobilityStrategy
- 6. Next Steps

Regional Governance Update

STPCO

Sustainable Transportation

Partnership of the Central Okanagan

STPCO

Interjurisdictional service agreement

Local Government Service Agreement, under the auspices of the Local Government Act

"STPCO was formally established in 2012. At that time, the partnership agreement contemplated the joint funding and delivery of services related to transportation demand management, regional transportation planning and regional transportation surveys and studies."

It is expected to evolve in 2021











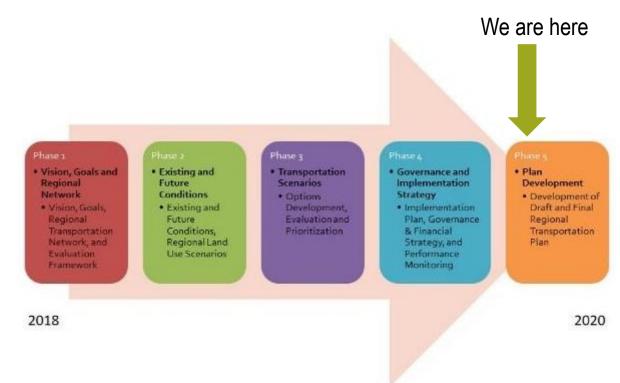




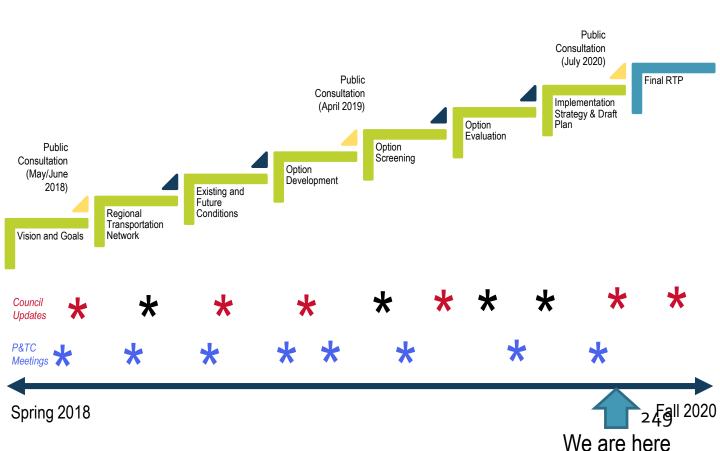


RTP Timeline and Overview

Regional Transportation Plan - Schedule



Regional Transportation Plan - Schedule



What is the RTP?

The RTP identifies transportation projects and priorities that will help build and maintain a healthy, thriving and connected future for the Central Okanagan



Connecting our Region

- The long-range, high-level plan:
 - Establishes a framework of priorities over the next 20 years so communities can plan and seek funding collaboratively, as a unified region
 - Will help create a region where more people can choose sustainable and affordable transportation options
 - Will help improve the movement of people and goods

















Working Together

The RTP reflects the interests and values we heard from people across the region:

- The plan was developed following more than two years of technical studies, consultation, and unprecedented region-wide partnership and collaboration
- Consultation with residents across the Central Okanagan, from Peachland to Lake Country, since 2018
- A partnership between the City of West Kelowna, District of Lake Country, District of Peachland, Westbank First Nation, City of Kelowna, and the Regional District of the Central Okanagan and in collaboration with the Ministry of Transportation and BC Transit

















Key Benefits

The RTP contains interconnected recommendations for projects, programs and policies that will support and enhance the region's economy, environment, and quality of life; they will:

- Connect people and places across the region
- Help people of all ages and abilities get around
- Achieve fast and reliable transit
- Prepare for future population growth and technology innovations
- o Reduce the growth of traffic congestion and greenhouse gases
- Help the region's economic recovery post COVID-19



COVID-19 and the RTP

- Situation is evolving and uncertain
- Short-term travel impacts:
 - o increases in telework
 - o decreases in transit
 - o increases in on-line deliveries
- Long-term planning for next 20 years (2040)
 - o RTP vision is still relevant
- RTP can help provide a roadmap for economic recovery



Draft Regional Transportation Plan



RTP Vision:

"A transportation system that connects people to regional destinations within the Central Okanagan and beyond, supporting and enhancing the region's economy, social networks, and natural ecosystem."

RTP Goals:

SAFE - transports people and goods safely

EFFICIENT - minimizes energy, emissions and travel times

SUSTAINABLE –creates a net positive social, environmental, and economic benefit to the region and future generations

AFFORDABLE – provides value to all users while minimizing costs to users and taxpayers

ECONOMIC GROWTH - supports regional economic growth

EQUITABLE –addresses the transportation needs of all areas, ages and incomes

ACCESSIBILITY – applies the principles of universal access

QUALITY OF LIFE - minimizes noise, visual and community effects while supporting community cohesion

ENVIRONMENTALLY RESPONSIBLE - minimizes negative effects on the natural ecosystem

MULTIMODAL – increases the variety of travel choices available

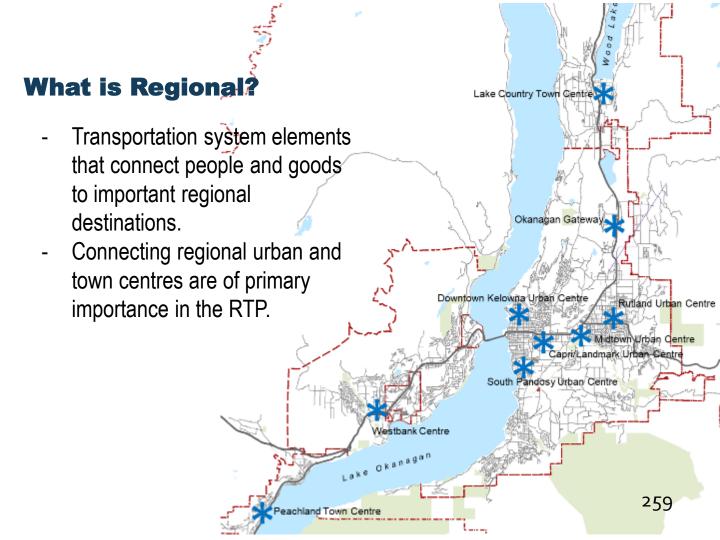
ADAPTABLE – can change in response to evolving technology and societal trends

Chapter 1: Connecting Our Region

- Introduction
- The Process for the Central Okanagan's First Regional Transportation Plan







Chapter: 2 Existing and Future Conditions

- Regional Demographics
- Regional Travel Patterns
- Travel Conditions
- Emerging Trends





Existing and Future Conditions – Key Findings

Passenger Vehicles

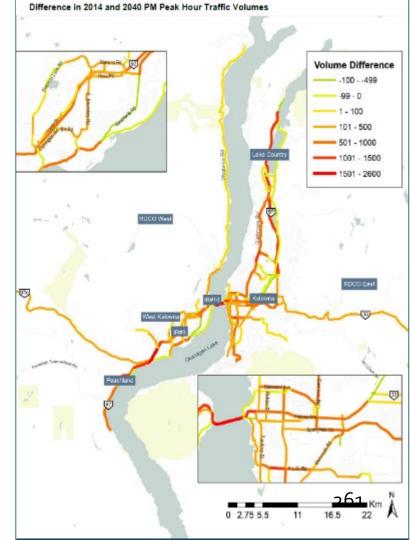
- Traffic volumes on Highway 97 continue to grow
- Within Kelowna, lack of capacity means lower growth on Highway 97 – new growth goes to Glenmore Road

Transit

- Population within walking distance of regional transit more than double by 2040
- UBCO transit demand to triple by 2040

Walking and Bicycling

- Okanagan Rail Trail key backbone
- Networks strong in Kelowna; key gaps elsewhere



Chapter 3: The Regional Transportation Network

- The Region
- Regional Transportation Modes: Background and Considerations





Transit Considerations

Light Rail Transit

- Section of Highway 97 closest to downtown Kelowna will be within lower threshold of LRT feasibility; no other opportunity for feasible corridor
- Costs for constructed corridors in the range of \$1B \$2B per kilometre

Bus Rapid Transit / RapidBus / Autonomous Rapid Transit

- Usually lower cost, greater flexibility and easier phasing that LRT
- Corridors could be upgraded in the future to LRT or other new technology

Lake Ferries

- Densities on west side of the lake not sufficient for ferry
- Water taxi (similar to those operating to/from Granville Island) may be feasible with a private partner and could be a precursor to a formal ferry service







Chapter 5: Recommended Projects, Programs and Policies

- Key Strategies and Services
- Regional Transportation Policy Guidance
- Potential Projects



Key Strategies and Services

- Land Use
 - Urban and town centres
 - Regional transit corridors
 - Mobility hubs
- Multi-modal Integration
 - Local transit routes
 - Mobility hubs
 - Park and ride
 - Demand responsive transit
- Pricing
 - Parking
 - Mobility pricing
- Shared Mobility
 - Micromobility
 - Car share
 - Ridehailing

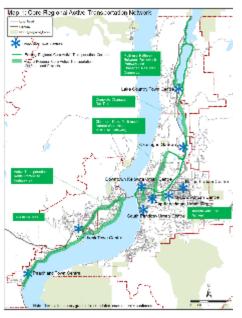


Policy Guidance Highlights

- Inclusion of RTP provisions in local TMP and OCP documents
- Strategies to reduce vehicle-kilometres and GHG emissions
- Work with BC Transit to accelerate introduction of zero-emission transit vehicles
- Agreement by all to be supportive of funding and grant applications for regional transportation projects, programs and services identified in the RTP
- Develop a regional commercial goods movement strategy
- Address equity in local transportation master plans
- Investigate technological solutions that increase network capacity before investing in significant roadway capacity expansion

Projects

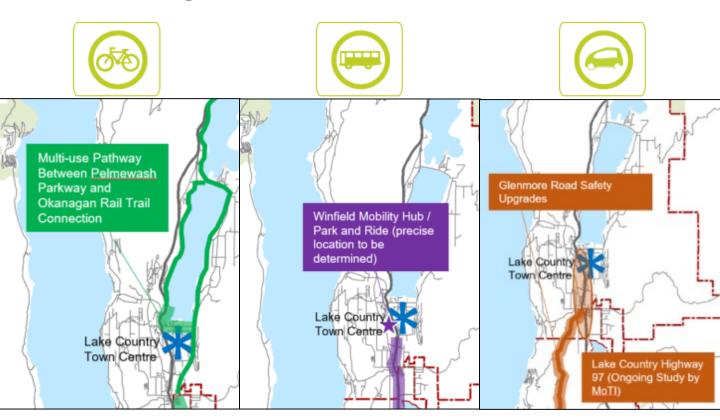
- All are concepts that require detailed planning and design
- Recommendations that involve the highway require further study and will be analyzed as part of the next phase of the Ministry of Transportation and Infrastructure's Central Okanagan Planning Study
- BC Transit will be an important partner on many potential projects







Lake Country

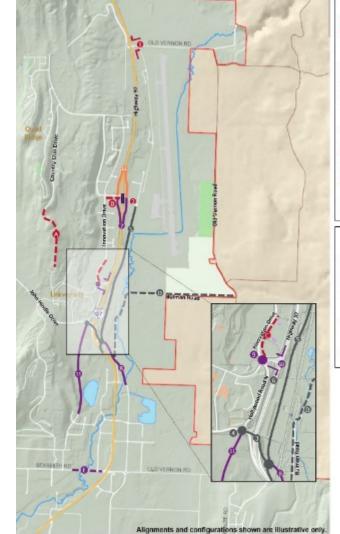


- Town centre land use intensification
- On-Demand Transit
- RapidBus Extension as ridership warrants

Okanagan Gateway

Draft recommendations from the OGTS:

- Phased upgrades to Hwy 97/John Hindle Drive and Highway 97/Airport Way
- Strengthen city street network to better link Gateway destinations to each other and Hwy 97
- Expanded transit service to accommodate future campus growth
- Improve transit service south of UBCO in coordination with future Rutland transit service expansions
- Extend transit to the Airport to reduce transfers
- Strengthen the active transportation network by leveraging existing facilities including John Hindle Drive and the Okanagan Rail Trail



Road Network Phase 1

Cose Left Turns, Old Vernon
Road, Highway 97
Dual Westbound Left Turn
Lorses, Airport Wey/Highway 97
Phase 2
2 Way Operation, Elison Flyovin

O Upgrace John Hindle-Hollywood North Roundabout S Rutland Road Extension (North) O Chemisteed Earlbound Right Turn, University Way

Airport Way Grade Separation North Facing Ramps

Rutiond Road Extension (South)
 Upgrace innovation Way /
University Way Roundshout
 Remove Signal/Remove Left
 Turns, University Wayshey, 97
 Hallywood Road, North

 Airport Way Grade Interchange South Facing Ramps

Formalized and Lighted Qualifolder / UECO Pathway

Bidewalk, South Side of Airport

Sidewalks, Sexsmith Road - Ra Trial to Highway 97

Phase 2

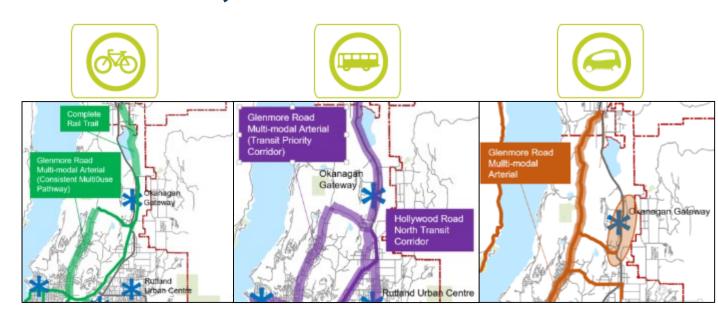
Shoulders / Bike Lanes, Bulmon

Phase 3

269

Phase 3

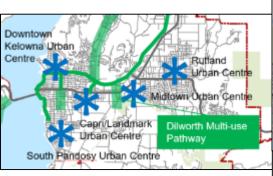
Kelowna – East, RDCO East



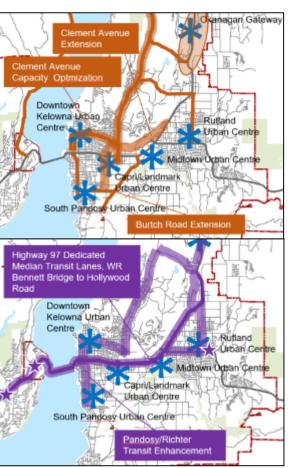
- Increased transit frequency
- Transit supportive land use along Glenmore and Hollywood Road North
- Rural RDCO On-Demand Transit
- Highway 33 ongoing maintenance and safety upgrades

Kelowna - West





- Local transit network reorganization
- Transit supportive land use on Highway 97

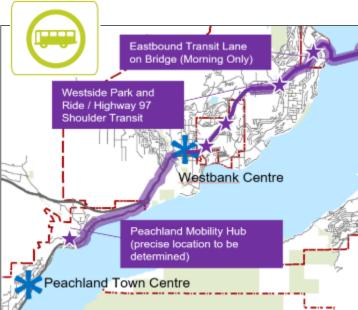




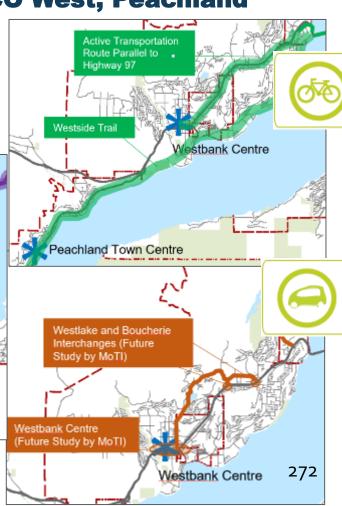


West Kelowna, WFN, RDCO West, Peachland

- Town centre land use intensification
- Highway 97 Park and Ride
- On-Demand Transit
- RapidBus Extension to Peachland as ridership warrants



 Westside Road ongoing safety upgrades and maintenance





Draft Regional Bicycling and Trails Master Plan Overview

Draft Regional Bicycling and Trails Master Plan (RBTMP)

Plan Ohiectives:



Central Okanagan
Regional Active
Transportation Master
Plan



Continue the unified vision of a future bicycle network



Align with the RTP

Plan Goals



Increase the bicycling mode share across the region;



Reduce GHG emissions and other environmental impacts produced by the transportation sector;

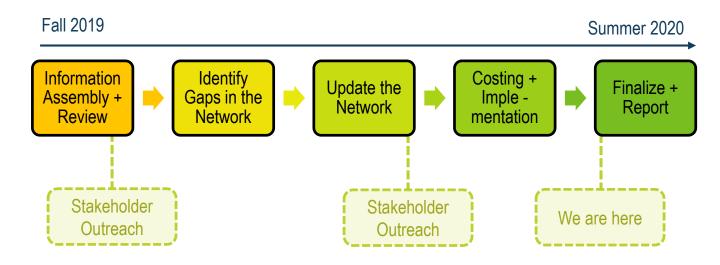


 Reduce collision and injury rates involving vulnerable road users; and



 Increase the sustainable and affordable transportation options available to all who live, work, and play in the Central Okanagan region.

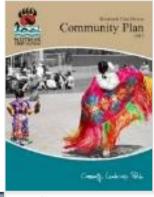
RBTMP Process



Assemble, Review, and Confirm

- 2012 Regional Active Transportation Plan
- First Nations Plans
- Local Jurisdiction Plans
- Design Guidance
- Travel Survey
- RTP
- Interviews









Updating the Network: Guiding Principles

- Provide direct connections
- Provide facilities that serve:
 - o People of all ages and abilities
 - Utilitarian and commuter trips
 - Longer regional trips
 - Design speeds of 20 to 30 km/h
- Improve safety and comfort
- Provide consistent design guidelines



Updating the Network: Design Guidance















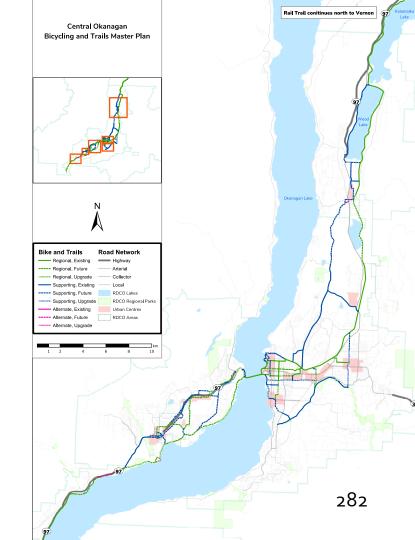
"AAA" indicates All Ages and Abilities facility 280

Updating the Network: Route Hierarchy

2012 Plan: Network made up of Primary and Secondary systems 2020 Plan: Network made up of a Primary Spine (AAA) and Secondary Connectors **Bike and Trails** Road Network Regional, Existing Highway Regional, Future Arterial Regional, Upgrade Collector Supporting, Existing Loca RDCO Lakes Supporting, Future Supporting, Upgrade RDCO Regional Parks Alternate, Existing **Urban Centres** Alternate, Future RDCO Areas Alternate, Upgrade 281

Proposed Network

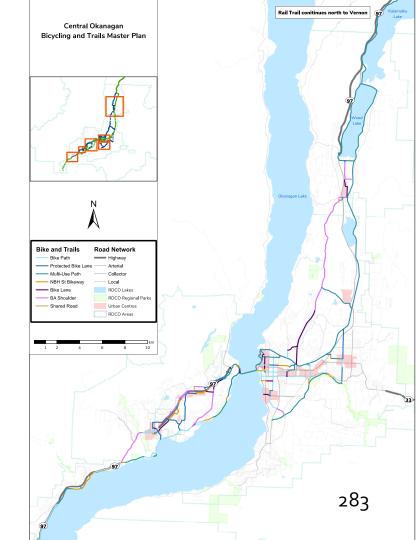
- 193 km total
 - o 87 km exists today
 - 25 km existing but needs upgrading
 - 81 km new facilities



Proposed Network

By facility types:

- ~134 km of fully separated facilities
- ~17 km of shared facilities
- ~45 km of bike lanes or bike accessible shoulders



Proposed Network

Summary by sub areas:

Facility Type	Peachland (m)	West Kelowna	WFN (m)	Kelowna (m)	Lake Country	lotal (m)
	(,	(m)		(,	(m)	
Bike Path	6,435	8,220	1,724	17,054	-	33,433
Protected Bike Lanes	0	8,327	3,849	5,432	1	17,610
Multi-Use Path	2,826	5,348	5,373	44,072	25,143	82,762
Neighb. Street Bikeway	4,146	4,561	2,452	3,861	1	15,020
Bike Lane	•	2,455	2,028	9,126	1,855	15,464
Bike Access. Shoulder	•	10,770	2,205	10,548	4,175	27,698
Shared Road	-	389	1	-	-	389
Total (m)	13,407	40,070	17,631	90,095	31,173	192,376

	Peachland	Length (m)
	High (under 5 years)	2,983
	Medium (5-10 years)	2,633
Phasing	Low (10 plus years)	5,694
 Priorities based on 	West Kelowna	Length (m)
feedback from local	High (under 5 years)	16,195
	Medium (5-10 years)	7,706
representatives and local	Low (10 plus years)	12,766
plans	WFN	Length (m)
 Key links and high demand 	High (under 5 years)	4,471
routes recommended to be	Medium (5-10 years)	4,374
	Low (10 plus years)	7,382
built in the near term	Kelowna	Length (m)
	High (under 5 years)	16,225
	Medium (5-10 years)	8,753
	Low (10 plus years)	11,168
	Lake Country	Length (m)
	High (under 5 years)	3,433
	Medium (5-10 years)	1,892 ₂₈₅
	Low (10 plus years)	0

Costs

- Cost estimates include 50% contingency
- \$70M for all facilities not yet in place

 - \$22M for Supporting Connectors
- Section 6 Implementation
 - Recognizes that costs exceeds local funding capabilities
 - Requires support from senior levels of government

Feds unveil new COVID-19 stream for provincial infrastructure program

"Projects to help people find ways to get outside safely will also be a priority, such as new or better paths, bike lanes, and nature trails."

Source: https://nationalpost.com/pmn/news-pmn/canada-news-pmn/feds-unveil-new-covid-19-stream-for-provincial-infrastructure-program

Supporting Implementation Requirements

- Protecting ROW
- Funding
- End of Trip Facilities
- Highway Crossings

- Operations and Maintenance
- Education and Promotion
- Monitoring and Evaluation

2019
Bike to
School
Week
Results



Source: https://www.smarttrips.ca/events/bike-and-walk-school-week/2019-btsw-results

Realizing this Plan

- Alignment across all levels of planning
- Collectively engage senior levels of government for funding
- Collaborate to monitor and report

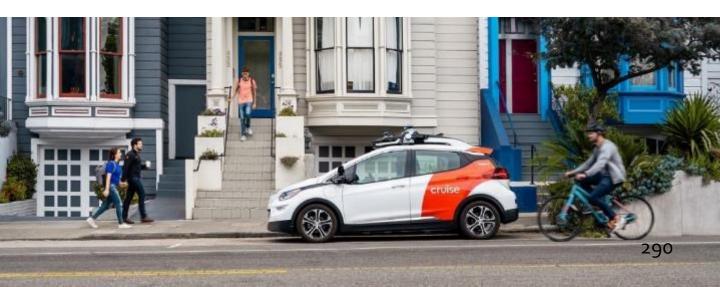


Draft Regional Disruptive Mobility Strategy

What is Disruptive Mobility?

Disruption - innovation that creates a new market and eventually "disrupts" and displaces existing markets

"Disruptive mobility" refers to changes in transportation technologies that will fundamentally change how people get around in the future.



What does the disruptive mobility strategy aim to deliver?

- This document shines a light on
 - New technologies and distribution models for transportation
 - Transportation system adaptation
- Toolkit for each jurisdiction to identify the strategies and tactics best suited for their community.



Connected

Self-driving

Shared

Electric

+ Funding and Growth



Connected:

Everyday devices that can connect to the internet and communicate with each other has increased rapidly.

Currently residents use mobile apps to

- avoid traffic delays
- access real-time transit information
- reserve a carshare, bikeshare or other travel options on demand.

In the future, improved communication between our smart phones, vehicles and infrastructure will increase our:

- access to information
- enhance our ability to choose how to get to where we need to go



Self-driving:

Our vehicles are likely to become increasingly automated, to the point where a human driver is not required.

Driverless technologies will enable changes in the demands that cars place on our cities.

We will need to adapt how we manage our streets as challenges arise.



Shared:

Vehicles that are used to accommodate multiple people's travel throughout the day are deemed 'shared.'

We share buses, cars, and bikes through transit, taxis, carshare, and bikeshare networks.

Shared vehicles have the potential to:

- Eliminate the cost of car ownership
- Make it easier to shift between different travel modes



Electric:

The price of batteries is dropping, and their storage capacity is increasing.

Electric vehicles are already on our streets today, including electric and hybrid cars, e-bikes and other small electric vehicles.

Transportation is the largest emissions contributor in the Central Okanagan and shifting to electric will be one part of the solution in curbing our environmental footprint.



Funding and Growth:

- Stable funding for transportation
- Resilience to workforce changes as a result of disruptive mobility



Tactical Action Format

2.2 Support legislative efforts to ensure that self-driving vehicles operate safely

Develop recommendations for the Province on potential approaches to testing, licensing, and regulating private and shared self-driving vehicles to ensure the safe operation of such vehicles in Kelowna. 2.2 {Indexed number}
Tactical Action Name
Description of tactical action

Action Initiator

Regional

Additional Participants

Local government

Related Actions

2.1, 2.3, 2.4, 2.6

Action Initiator

Lead government agency

Additional Participants

Other agencies or key stakeholders

Related Actions

2.1, 2.3, 2.4, 2.6 {Indexed numbers for tactical action related to this one} 298

Phasing

Flexibility due to different technologies being deployed at different times.

Priority determined by an estimation of value compared to ease of implementation



Next Steps

Next Steps

- Presentations to Councils through June/July (dates subject to change):
 - June 15th, City of Kelowna
 - o June 16th, City of West Kelowna
 - o June 29th, Westbank First Nation
 - o July 7th, District of Lake Country
 - o July 9th, Regional District of Central Okanagan
 - o July 14th, District of Peachland
- Public engagement on the draft Plan is targeted for July/August
- Revised plans to be brought for endorsement in Fall 2020



Report to Council

Date: June 15, 2020

To: Council

From: City Manager

Subject: 2020 Heritage Award – Central Okanagan Heritage Society

Department: Real Estate

Recommendation:

THAT Council receives for information, the report from Real Estate department dated June 15, 2020, with respect to recognition of the Surtees Heritage Site by the Central Okanagan Heritage Society at the 2020 Heritage Awards.

Kelowi

Purpose:

To inform Council that the Surtees Heritage Site, located at 4629 Lakeshore Road was the recipient of the 2020 Central Okanagan Heritage Society Heritage Award in the category of "conservation project on a heritage building currently in non-residential use". This award is provided to non-residential buildings that have recently undergone an exterior restoration and / or rehabilitation to which high standards, innovation and commitment to heritage conservation are recognized.

Background:

The Central Okanagan Heritage Society ("COHS") recently recognized the City of Kelowna and Worman Commercial for the work completed in the revitalization and preservation of the Surtees Heritage site. The project was awarded with a 2020 Heritage Award (the "Award") for showcasing effective and innovative initiatives and solutions that contribute to the preservation and revitalization of local heritage sites.

The award was presented to Shane Worman of Worman Commercial and Benjamin Walker of the City of Kelowna at the COHS Heritage Awards Luncheon in Spring of this year.

The following key considerations impacted the success of the project:

 The property was redeveloped under the principle of adaptive re-use – the repurposing of old buildings that have outlived their original purposes for different uses or functions while retaining their historic features. The commercial post-adaptive re-use viability of the buildings generated the financial resources necessary for their preservation. This allowed the project work to be funded with no impact on taxation.

- A focus on rehabilitating the existing buildings and protecting the character of the site in a fashion that showcased and celebrated its heritage and park value.
- Integration into the park setting and leveraging the existing trail connection along Bellevue Creek.
- Minimizing annual operating and maintenance costs associated with the heritage buildings and associated public areas.
- Strengthening the economic/commercial viability of the existing commercial node at the Collett/Lakeshore Road intersection.
- Development of a trailhead for Bellevue Creek with an appropriately integrated commercial amenity for park users.
- Installation of a roundabout to alleviate local resident safety concerns with respect to the Collett/Lakeshore Road intersection.

The City of Kelowna recognizes Worman Commercial for their contribution to this project. The City and Worman Commercial would like to thank Wayne Wilson for his efforts in putting forward the submission to the COHS.

This Heritage Award will be displayed in the Office of the Mayor for a period of one year. This award will be communicated to the public through Council Highlights, digital medial channels, and the 2020 Annual Report.

For details on all the award winners, please see the attached COHS 2020 Heritage Award Recipients list.

Existing Policy

The partnership between Worman and the City was founded upon a number of key municipal objectives (as supported by Council in the City's Official Community Plan), including developing park partnerships and conserving heritage resources in a fiscally responsible manner.

Submitted by: Ben Walker, Property Officer Specialist

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

- cc: R. Parlane, Manager, Parks and Buildings Planning
 - J. Shaw, Manager, Infrastructure Engineering
 - B. Beach, Department Manager, Infrastructure Delivery

Attachments: 1. Schedule A – 2020 Heritage Award Recipients

- 2. Schedule B Letter of Recognition to Award Agency
- 3. Schedule C Site Photos

CENTRAL OKANAGAN HERITAGE SOCIETY LIST OF HERITAGE AWARDS GIVEN 1985 TO 2020

1985 Commercial Restoration Yorkshire Trust, 411 Bernard Avenue

Institutional Restoration Peachland Museum, Peachland Residential Restoration Peachland Museum, Peachland 2319 Pandosy Street, C. Dillabough

1986 Distinguished Service Pipes & Drums, R.C.L. Branch #26

Residential Restoration Renwick House, 3430 Benvoulin Road, Dr. R.C. Anderton

New Compatible Construction 350 Park Avenue, William Boyd

1987 Distinguished Service Julie Renaud

Institutional Restoration Christian Science Church, 612 Bernard Avenue

Residential Restoration 987 Lawrence Avenue, B. Jenai

1988 Distinguished Service Dr. Walter B. Anderson

Commercial Restoration Laurel Packinghouse

Institutional Restoration Central Elementary School, 1825 Richter Street, SD23

Residential Restoration Princeton Ave., Peachland, Donald B. Knox

Residential Preservation J.N. Thompson House, 1875 Richter Street, Walter Perehudoff

1989 Distinguished Service C.W. Bill Knowles

Commercial Restoration Law Offices, 364 Lawrence Avenue Pr. Wm. Arkinstall, 4956 Lakeshore Road

1990 Distinguished Service Clare & Billy Small, Westbank

Institutional Restoration Peachland Primary School, Peachland

Residential Restoration The Gables Country Inn, Westbank, A. Ed Graham

Neighbourhood/Area Conservation 831, 857, 883, 963, 1023 Lawrence Avenue

1991 Distinguished Service Roy Pollard

Residential Preservation August & Marie Casorso, 3860 Casorso Road

Residential Restoration William Lloyd-Jones House, 1449 Ethel Street, David & Lena Fletcher

Commercial Restoration Quail Gate Winery, Boucherie Road at Sunnyside

1992 Distinguished Service Dolly Lucas

Residential Preservation W.E. Adams, 1998 Abbott Street, Terry & Linda Schneider

Commercial Restoration 1560 Water Street, TAFCO Mgmt & Realty Co.

New Compatible Construction 1868 Marshall Street, Lin Merchant

1993 Distinguished Service Dr. David & Shirley Clarke

Commercial Restoration Robertson's Store, 2801 Pandosy Street

Residential Restoration 1810 Ethel Street (Bray House), Society of Hope

Continued Preservation Fire Station # 2, 1616 Water St

1994 Distinguished Service Cynthia Ellis

Commercial Restoration Sutherland Building, 339 Bernard Ave, Picture Perfect & Hair Fantasy

Residential Restoration N.D. McTavish House, 710 Sutherland Avenue

Continued Preservation Thomson Farm, 4193 Gordon Drive

New Compatible Construction BC Tel Service Building, 1419 Richter Street

1995 Distinguished Service Robert Hobson

Commercial Restoration Leckie House, 781 Bernard Avenue, Hambleton Galleries Residential Restoration Dunwurkin House, 1113 Hwy 33 East, Brent Lindahl

Continued Preservation St. Andrew's Church, 4619 Lakeshore Road New Compatible Construction T.D. Bank, Bernard & Pandosy Street Neighbourhood/Area Conservation Father Pandosy Mission, Benvoulin Road

1996 Distinguished Service Rob Gore

Commercial Restoration Quail's Gate Winery, Boucherie Road

Residential Restoration 374 Park Ave, Janet Bingingham/Jon Harding Continued Preservation St. Michael's Cathedral, 608 Sutherland Ave

Neighbourhood/Area Conservation 356, 366, 374 Park Ave.

1997 Distinguished Service Ben Lee

Commercial Restoration DeHart Residence, 1890 Ethel Street. Heritage Gift Shop Residential Restoration J.B. Whitehead House, 545 Burne Ave, Andre deZwaan

Continued Preservation 3450 Gates Road, Westbank, Gertrude Ficke New Compatible Construction 545 Burne Ave Carriage House, Andre deZwann

1998 Distinguished Service Brenda Thomson

Non-Residential Restoration W.R. Foster House, 486 Cadder Ave, Dr. Alan & Joyce Broome

Residential Restoration Reekie House, 429 Park Ave, Valerie Hallford Continued Preservation Martin House, 1441 Richter Street, Peter Huene New Compatible Construction Hong Kong Bank of Canada, 384 Bernard Neighbourhood/Area Conservation Gellatly Road Cemetery, Gellatley Rd, Westbank

1999 Distinguished Service Val Rampone

Non Residential Restoration Mallam House, 4870 Chute Lake Road Residential Restoration Pettigrew House, 1818 Richter Street

Continued Preservation Rutland Elementary School, 770 Rutland Rd, N, SD23 Neighbourhood/Area Conservation Brandt's Creek, Kevin Ade & Friends of Brandt's Creek

2000 Distinguished Community Service Dorothy Zoellner

Residential Restoration Cross House (Long St), 3652 Spiers Rd, Mark Haley

Continued Preservation Glen Ave. School, 1633 Richter St, Kelowna's Boys & Girls Club

New Compatible Construction 1979 Ethel, Brookside – The Bennett Estate

2001 Distinguished Community Service Alice dePfyffer Lundy

Residential Restoration Keith & Judy Standing (frmr Joyce Hostel) 455 Park Ave

Non Residential Restoration
Continued Preservation
New Compatible Construction

Knowles House, 865 Bernard Ave, KSAN
First United Church, 721 Bernard Ave
Reid Hall, 2279 Benvoulin Rd

Neighbourhood/Area Conservation Kelowna Memorial Park & Kelowna Asian Community

2002 Distinguished Community Service Sandy Welbourn

Non Residential Restoration

J.W. Jones House, 830 Bernard Ave, Heritage Law Group

Residential Restoration

W.D. Walker House, 4464 Lakeshore Road, Sue & Gerry Harris,

Continued Preservation Little Schoolhouse Society, Peachland

2003 Distinguished Community Service Valerie Hallford

Non-Residential Restoration 1904 Lequime Store, 229-233 Bernard Ave, Bill Scutt

Residential Restoration 467 Park Ave, Christian deCoper

Continued Preservation Dudgeon House, 250 Leathead Rd, Barbara Pollard

New Compatible Construction Ellison Fire Hall, 4411 Old Vernon Road

Neighbourhood/Area Conservation Byrns Road Agricultural Area

2004 Distinguished Community Service David Lovell

Non-Residential Restoration

Residential Restoration

Tangerine Trading Company, 2942 Pandosy, Yvette Toews
The 1912 Clement Barn, 1019 Borden, David Thalheimer

New Compatible Construction 1449 Ethel Street, John Stringer & Diane Pratt

Neighbourhood/Area Conservation The Maple Street area
The Rowcliffe Avenue area

2005 Distinguished Community Service Gretchen Aird

Non-Residential Restoration
Residential Restoration
Residential Restoration
Continued Preservation
New Compatible Construction

Foster Block, 235 Bernard Ave, Bill Scutt
1884 Abbott St, Rob Card & Ron Sutcliffe
The Bean Scene – 274 Bernard Avenue
1912 Abbott St, Edward & Kristin Allan

Neighbourhood/Area Conservation 700 – 800 blocks of Bernard and Lawrence Ave

2006 Distinguished Community Service Sharron Simpson

Residential Restoration Cadder House, 2124 Pandosy St, Wayne Ross

Continued Preservation Hamilton House, 2136 Abbott Street, Mrs. Joan Campbell

Non-Residential Preservation Peachland Museum, Peachland

2007 Distinguished Community Service Bill Scutt

Residential Restoration Harvey House, 1715 Sutherland Ave, Dan & Cheryl Spellicy

Non-Residential Restoration 510 Bernard , "Old Royal Bank Building Continued Preservation Belgo House, 1590 Belgo Rd, William Jurome

Neighbourhood/Area Conservation 1900 – 1922 Abbott Street

New Compatible Construction 569-605 Elliot Ave/550-590 Levitt Lane, Dwayne Parker/Ron Egert/Elmer Eidse

2008 Distinguished Community Service Ken & Jan Walden

Non-Residential Restoration Whitworth Holdings, BNA Tobacco Co Cigar Factory, 1264 Ellis Bill Stewart family

- now Flashback's

Continued Preservation Annie Stirling House – 2178 Pandosy St. Drs Nelms & Humer

Neighbourhood/Area Conservation "The Little Ethels" 1400 block Ethel St. Kelly Hanna

New Compatible Construction Pandosy Village Dental Building – 474 West Avenue; Dr. Skidmore

2009 Distinguished Community Service Gordon Hartley

Non-Residential Restoration Rowcliffe Block, 272 Bernard Avenue, Stan Tessmer

Residential Restoration Rutland Elementary School, 772 Rutland Road North, R & B Construction (Bal &

Ruby Poonian)

Continued Preservation Willis Schell House, 1024 Rutland Road North, Sue Olsvik

Preservation of a Neighbourhood 500 Block Okanagan Boulevard

Neighbourhood/Area Conservation Gellatly Nut Farm Regional Park - Gellatly Nut Farm Society

and Regional District of Central Okanagan

2010 Distinguished Community Service Marietta Lightbody

Residential Conservation Fumerton Residence, 228 Vimy Ave., Glenn & Shirlee Ross

Non residential Conservation Muirhead House, 763 Bernard Ave. Country Cottage Gifts, Duane & Charlene

Habuza

Continued Preservation Renfrew House, 504 Keith Road. Paul & Tracy Mitchell Neighbourhood/Area Conservation Joe Rich Ratepayers & Tenants Society & the Joe Rich

Historical Committee

2011 Distinguished Community Service Lorainne McLarty

Residential Conservation H.D. Riggs House, 911 Borden Ave., Davera Holdings

Non-Residential Restoration Laurel Packinghouse, 1304 Ellis Street

Continued Preservation Raymer House, 730 Lawson Ave., Jesai Chantler

Neighbourhood/Area Conservation Myra Canyon Trestle Restoration Society

2012 Distinguished Community Service Margaret Jackson & Members of Westbank Museum Art & Crafts Society

Residential Conservation H.C. Cooper House, 862 Bernard Avenue, Bill Clarke

Continued Preservation E. D. Alexander House, 768 DeHart Avenue, Martin Blum and Daniela Hemden

Special Heritage Project (first year) Bernard Avenue & Lawrence Street Heritage Signage Project, KSAN

2013 Distinguished Community Service Evelyn and John Vielvoye, Rutland

Rosemary Carter, Lake Country

Residential Conservation J.W. Hughes House, 806 Bernard Avenue, Marguerite & Clark Berry Continued Preservation Gaddes House, 1857 Maple Street, Carol and Richard Denison

New Compatible Construction 570 Raymer Avenue, Shane Worman

Neighbourhood/Area Conservation Peachland Waterfront District, Beach Avenue, District of Peachland & Residents

2014 Distinguished Community Service Larry Foster

Residential Conservation Bray House, 1810 Ethel Street, Carol Gibney

Non-Residential Conservation Central Elementary School, 1825 Richter Street, SD23 & City of Kelowna Stone House, 1806 Abbott Street, Liz Vangolen Vincent & Martial Vincent

New Compatible Construction FH& P Lawyers, 275 Lawrence Avenue

Neighbourhood/Area Conservation Thomson Marsh Conservation Area, Thomson Family & Central Okanagan Land

Trust

2015 Distinguished Community Service Peter Chataway

Residential Conservation McLean House, 1869 Maple Street, Leslie and Michael O'Flynn Continued Preservation Leopold Hayes House, 329 Cadder Avenue, Alan and Chris Surtees

Neighbourhood/Area Conservation Kelowna's North End, Kelowna Downtown Knox Mountain Neighbourhood

Association

Special Heritage Project Gellatly CNR Wharf, District of West Kelowna

Old Kelowna Facebook Page, Shona Harrison (creator)

2016 Distinguished Community Service Bob Hayes

Residential Conservation C.B. Ghezzi House, 2089 Pandosy Street, Joshua MacPherson

Continued Preservation Kelowna and District Memorial Arena, 1435 Water Street, City of Kelowna

Recognition of Landmark Building CN Station, 1175 Ellis Street, Kelowna Train Station Inc.

Neighbourhood/Area Conservation The Fintry Estate, Friends of Fintry & BC Parks Special Heritage Project Sncwips Heritage Museum, Westbank First Nations

Kelowna's Paramount Theatre Sign, Ronmor Developers Inc.

2017 Distinguished Community Service Gwen and Ken Campbell

Ferne Jean

Residential Conservation J. N. Thompson House, 1875 Richter Avenue, Shona Harrison

Non-Residential Conservation Old Cannery Bldg, 1250 Ellis Street, Kyle Nixon (BNA Brewing) & Whitworth

Holdings (owner)

Continued Preservation- Res G.D, Loane House, 1858 Abbott Street, Ron Lutz & Loy Pierce Continued Preservation- Non-Res Hughes Building, 2471 Main Street, West Kelowna, Bob Hughes

Neighbourhood/Area Conservation Johns Family Nature Conservancy Regional Park, 6970 Chute Lake Rd, Johns

Family, COLT, CORD

Special Heritage Project Stabilization of the Brent's Grist Mill Building, 2128 Leckie Place, City of Kelowna

2018 Distinguished Community Service James and Anita Baker

Residential Conservation Martin House, 1787 Mountain Avenue, Janice & Mike Henry

Continued Preservation- Res Winter House, 815 Bernard Avenue, Loanne Athans

Whitehead House, 545 Burne Avenue, André & Lynette de Zwaan

Neighbourhood/Area Conservation Kelowna Pioneer Cemetery, 1991 Bernard Avenue, City of Kelowna & Partners

Special Heritage Project Applebox Belles Community Stories, Lake Country Museum & Archives

2019 Distinguished Community Service Ursula Surtees

Residential Conservation 1481 Richter, Danica Djordjevich & Djordjevich Family

Continued Preservation- Res N.D. McTavish House, 710 Sutherland Ave, Scott & Shannon Peckford

Continued Preservation- Non-Res St. Andrew's Church & Lychgate, 4619 Lakeshore Rd, Anglican Diocese of Kootenay

Neighbourhood/Area Conservation Munson Pond, 2855 Burtch Rd, City of Kelowna, COLT

Special Heritage Project First McDougall House Conservation, 470 Queensway Ave, Kelowna Museums

2020 Distinguished Community Service Shui Lee

Non-Residential Conservation Surtees Barn & House, 4639 Lakeshore Rd, Shane Worman, City of Kelowna

Residential Conservation 1368 Ethel St, Lois McCloskey

Continued Preservation- Res Fumerton House, 1922 Abbott St, Jeannette Mergens

Continued Preservation - Non-Res St. Mary's Anglican Church, 2710 East Kelowna Rd, Anglican Diocese of Kootenay

Neighbourhood/Area Conservation Okanagan Rail Trail- Vernon to Kelowna, Committee- Lake Country, City of

Kelowna, Okanagan Indian Band, RDNO

Special Heritage Project Nellie Duke Exhibition Summer 2019, 608 Sutherland Ave, St. Michael's Church

Committee



June 10, 2020

Central Okanagan Heritage Society PO Box 25025 Kelowna BC, V1W 3Y7

Re: 2020 Heritage Award – Central Okanagan Heritage Society

Dear Central Okanagan Heritage Society,

The City of Kelowna would like to thank the COHS for awarding the Surtees Heritage Site with the 2020 COHS Heritage Award in the category of "conservation project on a heritage building in non-residential use". We are honoured to be recognized by the COHS for our collective professional efforts with the revitalization and preservation of the Surtees Heritage Site as this project showcased effective and innovative initiatives and solutions that contributed to the preservation and revitalization of this local heritage asset.

The project was made possible by the partnership between Worman Commercial and City of Kelowna staff in the Real Estate Department and represents an innovative approach to promoting parks and preserving heritage in a fiscally prudent and creative manner – both today, and into the future.

Sincerely,

Benjamin Walker,

Property Officer Specialist

Real Estate Services

City of Kelowna

Real Estate 1435 Water Street Kelowna, BC V1Y 1J4 TEL 250-469-8500 FAX 250-862-3399 kelowna.ca























Report to Council



Date: June 15, 2020

To: Council

From: City Manager

Subject: Rental Housing Revitalization Tax Exemption Agreements – June 2020

Department: Policy & Planning

Recommendation:

THAT Council, receives, for information, the Report from the Long Range Policy & Planning Department dated June 15, 2020 recommending that Council adopt the following Revitalization Tax Exemption Agreements for three purpose-built rental housing projects.

AND THAT Council approves the City of Kelowna entering into a Revitalization Tax Exemption Agreement with Okanagan Opportunity GP, for Lot A, District Lot 139, ODYD Plan EPP82176 at 599 Clement Avenue, Kelowna, BC.

AND THAT Council approves the City of Kelowna entering into a Revitalization Tax Exemption Agreement with Okanagan Opportunity (Pacific) GP Inc., for Lot A District Lot 137 ODYD Plan EPP84914 at 1145 Pacific Avenue, Kelowna, BC.

AND FURTHER THAT Council approves the City of Kelowna entering into a Revitalization Tax Exemption Agreement with Columbian Centennial Housing Society, Inc no. sS-16825, for Strata Lots #6- #41 of the proposed subdivision of Lot A, District Lot 137, ODYD, Plan EPP88875 at 1165 Sutherland Avenue, Kelowna, BC.

Purpose:

To bring forward three rental housing tax exemption agreements in accordance with the Revitalization Tax Exemption Program Bylaw No. 9561 for Council consideration.

Background:

Over the last two years Kelowna has seen a considerable improvement in the rental housing vacancy rate, but there continues to be strong demand for rental housing with a growing proportion of Kelowna's population relying on rental housing. Based on the most recent Census, 73% of new households in Kelowna identified as renters, highlighting the importance of adding rental supply to keep pace with population growth and respond to shifting housing preferences.

To encourage the development of purpose-built rental housing the City of Kelowna provides several financial incentives. One of the incentives is the 10-year Revitalization Tax Exemptions (RTE) for purpose-built rental housing where the proponent meets three key requirements:

- 1. The subject property has a Housing Agreement (for a minimum of 10 years)
- 2. Development complies with the OCP Future Land Use Designation
- 3. The subject property is located within the Core Area or one of the designated Village Centres (i.e., Glenmore Valley or University South)

Discussion:

All three RTE applications meet the rental housing requirements for RTE applications. The applications conform with the OCP Future Land Use designation and are well served by transit and amenities in the Core Area. The projects at 599 Clement Avenue, 1145 Pacific Avenue and 1165 Sutherland Avenue have existing rental housing agreements with the City of Kelowna that were registered on title prior to receiving their rental housing grants in 2019-2020. All three projects align with the City's long-term growth management strategy of focusing growth in the Core Area and Urban Centres. The proposed exemptions will be valid for the ten years based on the timing of occupancy for each project. A draft copy of the RTE Agreement for each project is attached for additional details.

Conclusion:

Although there is demand for long-term purpose-built rental housing the RTE program does come at a financial cost to the City of Kelowna. Based on a preliminary estimate the total tax revenue associated with the 10-year exemption for the 125 purpose-built rental units is approximately \$740,000 or roughly \$6,000 per unit. For these three projects, staff expect that the bulk of the financial impact will occur from 2022-2031 based on the anticipated occupancy dates for the three projects. An annual revenue impact estimate for each project is provided in the table below.

Property	Project Details	Estimated 10 Year Revenue Impact	
599 Clement Ave	58 rental units	\$350,000	
1145 Pacific Ave	31 rental units	\$180,000	
1165 Sutherland Ave	36 affordable units	\$210,000	

To better understand the broader financial impact of RTE program staff will be preparing a report in late summer 2020. This forthcoming report will provide an overview of the financial impact and value of the program and identify options for how the program could be adapted to reflect the changing market conditions to ensure the RTE program continues to deliver the greatest benefit to the community.

Internal Circulation:

Supervisor, Revenue Divisional Director, Planning & Development Services Department Manager, Policy & Planning Manager, Urban Planning

Legal/Statutory Authority:

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

Legal/Statutory Procedural Requirements:

The Revitalization Tax Exemption Bylaw No. 9561 supports municipal tax incentives for purpose-built rental housing for projects located in the Core Area as well as the Glenmore Valley and University South Village Centres.

Existing Policy:

Official Community Plan Bylaw No. 10500

Revitalization Tax Exemption Program Bylaw No. 9561, Policy 5.1.3

Submitted by: R. Soward, Acting Manager Long Range Policy & Planning

Approved for inclusion: D. Noble Brandt, Department Manager of Policy & Planning

Attachments:

- 1. Draft Revitalization Tax Exemption Agreement 599 Clement Avenue
- 2. Draft Revitalization Tax Exemption Agreement 1145 Pacific Avenue
- 3. Draft Revitalization Tax Exemption Agreement 1165 Sutherland Avenue

BL10566, BL10674, BL11457, BL10974, BL11854 & BL11912 amended SCHEDULE "B":

SCHEDULE "B" Revitalization Tax Exemption Agreement

THIS AGREEMENT dated for reference the 27th day of April, 2020 is

BETWEEN:

Okanagan Opportunity GP Inc (the "Owner")

AND:

CITY OF KELOWNA

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

(the "City")

GIVEN THAT:

The Owner is the registered owner in fee simple of lands in the City of Kelowna at 599 Clement Avenue legally described as Lot A District Lot 139 Osoyoos Division Yale District Plan EPP82176 Parcel Identifier: 030-556-384 (the "Parcel");

- A. Council has established a revitalization tax exemption program and has included within the City of Kelowna Revitalization Tax Exemption Program Bylaw No. 9561 the designation of areas which include the Parcel as a revitalization area; and
- B. The Owner proposes to construct new improvements on the Parcel as described in Appendix "A" attached to and forming part of this agreement (the "Project") and has applied to the City to take part in the revitalization tax exemption program in respect of the Project and the City has agreed to accept the Project under the program;

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

- 1. The Project the Owner will use its best efforts to ensure that the Project is constructed, maintained, operated and used in a fashion that will be consistent with and will foster the objectives of the revitalization tax exemption program, as outlined in the City of Kelowna Revitalization Tax Exemption Program Bylaw No. 9561. Without limiting the generality of the foregoing, the Owner covenants to use its best efforts to ensure that the Project will:
 - a. Purpose built smart, sustainable and attainable rental project of 58 units consisting of one bedroom, two bedroom and three bedroom.
 - b. Main level parkade with five stories of living space above.
 - c. Surface and indoor parkade parking.

- d. All of these pet friendly apartments will have bike share programs and include private decks, in-suite laundry with free hi-speed WI-FI.
- 2. **Operation and Maintenance of the Project** throughout the term of this agreement, the Owner shall operate, repair and maintain the Project and will keep the Project in a state of good repair as a prudent owner would do.
- 3. **Revitalization Amount** In this agreement, "Revitalization Amount" means the municipal portion of property tax calculated in relation to the increase in the assessed value of improvements on the Parcel resulting from the construction of the Project as described in section 1;
- 4. Revitalization Tax Exemption subject to fulfilment of the conditions set out in this agreement and in "City of Kelowna Revitalization Tax Exemption Program Bylaw No. 9561", the City shall issue a revitalization tax exemption certificate (the "Tax Exemption Certificate") to the British Columbia Assessment Authority entitling the Owner to a property tax exemption in respect of the property taxes due (not including local service taxes) in relation to the Revitalization Amount on the Parcel (the "Tax Exemption") for the calendar year(s) set out in the Tax Exemption Certificate.
- Conditions the following conditions shall be fulfilled before the City will issue a Tax Exemption Certificate to the Owner in respect of the Project:
 - a. The Owner must complete or cause to be completed construction of the Project in a good and workmanlike fashion and in strict compliance with the building permit and the plans and specifications attached hereto as Appendix "A";
 - b. The completed Project must substantially satisfy the performance criteria set out in Appendix "B" hereto, as determined by the City's Development Planning Manager or designate, in their sole discretion, acting reasonably; and
 - c. The Owner must submit a copy of the Occupancy Permit and Title Certificate to the City of Kelowna's Revenue Branch within 48 months from the date the Agreement is executed by Council.
- 6. Calculation of Revitalization Tax Exemption the amount of the Tax Exemption shall be equal to:
 - a) For Purpose-Built Rental Housing Projects within the Core Area, Glenmore Valley Village Centre and University South Village Centre as defined by the OCP, 100% of the Revitalization Amount on the parcel, for projects that are subject to a Housing Agreement (for a minimum of 10 years) and where the proposed project is in compliance with the OCP Future Land Use designation at the time of Revitalization Tax Exemption application.
- 7. **Term of Tax Exemption** provided the requirements of this agreement, and of the City of Kelowna Revitalization Tax Exemption Program Bylaw No. 9561, are met the Tax Exemption shall be for 10 years after the BC Assessment Authority validates the Tax Exemption Certificate issued by the City of Kelowna's Revenue Branch.,
- 8. **Compliance with Laws** the Owner shall construct the Project and, at all times during the term of the Tax Exemption or any renewal term, use and occupy the Parcel and the Project in compliance with all statutes, laws, regulations and orders of any authority having jurisdiction and, without limiting the generality of the foregoing, all federal, provincial, or municipal laws or statutes or bylaws, including all the rules regulations policies guidelines criteria or the like made under or pursuant to any such laws.

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

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

- Termination of the agreement the revitalization tax exemption agreement will be valid for 48 months from the date the agreement is executed by Council. If the conditions for issuance of a Tax Exemption Certificate have not been met during this term, the owner may request a renewal term to this agreement or the agreement will be terminated.
- 11. Cancellation the City may in its sole discretion cancel the Tax Exemption Certificate at any time:
 - a. on the written request of the Owner; or
 - b. effective immediately upon delivery of a notice of cancellation to the Owner if at any time any of the conditions in the Tax Exemption Certificate are not met.
 - c. If the Owner is subject to an operating agreement with the Provincial Rental Housing Corporation and is not in compliance with the operating agreement.

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

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

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

Attention: Revenue Department

Phone: 250-469-8937

Email: revenue@kelowna.ca

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

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

Attention: Edward Lea Phone: 705-408-0154

Email: ed@allininvestments.ca

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

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

- 23. The maximum Revitalization Tax Exemption authorized under this Bylaw must not exceed the Revitalization Amount on the Property between:
 - a. the calendar year before the construction or alteration began, as outlined under Section 1 of this agreement; and
 - a. the calendar year in which the construction or alteration, as outlined under Section 1 of this agreement, is completed.
- The Property's assessed value of improvements must not be reduced below the amount assessed in the calendar year prior to construction or alteration, as a result of the Revitalization Tax Exemption.

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

,	-	
Executed by the CITY OF KELOWNA by Its authorized signatories:		
Mayor		
City Clerk		
Executed by Okanagan Opportunity GP Inc by its Authorize	ed signatories:	

400

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

RTE20-0003 Appendix "A"



Main entrance of building with north elevation of building.



Rear of building looking at surface parking and south elevation of building.

RTE20-0003 Appendix "B"

PURPOSE-BUILT RENTAL HOUSING AGREEMENT

THIS AGREEMENT dated for reference February 25, 2019 affects:

LEGAL DESCRIPTION OF PROPERTY SUBJECT TO THE AGREEMENT:

Lot A District Lot 139 Osoyoos Division Yale District Plan EPP82176

Parcel Identifier: 030-556-384

("Land")

And is

BETWEEN:

Okanagan Opportunity GP Inc

1593 Ellis Street Kelowna, BC V1Y 2A7

("Owner")

AND:

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

("City")

GIVEN THAT:

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

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

ARTICLE 1 INTERPRETATION

1.1 Definitions -

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

"City" means the City of Kelowna;

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

"Household" means

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

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

"Land" means the land described herein:

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

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

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

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

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

1.2 Interpretation - In this Agreement:

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

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

(a) this Agreement is intended to serve the public interest by providing for occupancy of a certain number of Dwelling Units, of the kinds provided for in this Agreement, that are in demand in the City of Kelowna but that are not readily available;

(b) damages are not an adequate remedy to the City in respect of any breach of this Agreement by the Owner, such that the Owner agrees the City should be entitled to an order for specific performance, injunction or other specific relief respecting any breach of this Agreement by the Owner.

ARTICLE 2 HOUSING AGREEMENT AND LAND USE RESTRICTIONS

- **2.1** Land Use Restrictions The Owner and the City herby covenant and agree as follows:
 - (a) The Land will be used only in accordance with this Agreement;
 - (b) The Owner will design, construct and maintain one or more buildings providing 58 Dwelling Units as Purpose-Built Rental Housing
 - (c) The Owner acknowledges that the City will not support applications to stratify the building(s) on the Land, thereby allowing the identified Purpose-Built Rental Housing Dwelling Units to be sold independently of each other, for a period of ten (10) years from the date of this Agreement.

ARTICLE 3 HOUSING AGREEMENT AND TRANSFER RESTRICTIONS

- **3.1** Purchaser Qualifications The City and the Owner agree as follows:
 - (a) the Owner will not sell or transfer, or agree to sell or transfer, any interest in any building containing Purpose-Built Rental Housing Dwelling Units on the Land other than a full interest in the fee simple title to an agency or individual that will continue to ensure that the Purpose-Built Rental Housing Dwelling Units are available in accordance with this Agreement.
- **3.2** Use and Occupancy of Purpose-Built Rental Housing Dwelling Unit The Owner agrees with the City as follows:
 - (a) the Owner will rent or lease each Purpose-Built Rental Housing Dwelling Unit on the Land in accordance with the *Residential Tenancy Act*, and in no event may the Owner itself occupy a Purpose-Built Rental Housing Dwelling Unit or use the Purpose-Built Rental Housing Dwelling Unit for short-term vacation accommodation; and
 - (b) the Owner will deliver a copy of the Tenancy Agreement for each Purpose-Built Rental Housing Dwelling Unit to the City upon demand.

ARTICLE 4
GENERAL

- 4.1 Notice of Housing Agreement For clarity, the Owner acknowledges and agrees that:
 - (a) this Agreement constitutes a housing agreement entered into under s. 483 of the *Local Government Act*;
 - (b) the City is requiring the Owner to file a notice of housing agreement in the LTO against title to the Land;
 - (c) once such a notice is filed, this Agreement binds all persons who acquire an interest in the Land;
 - (d) in the event the parties agree to release this Agreement from the title of the Land, which may not occur before the tenth (10th) anniversary of the date of this Agreement, the Owner will repay the City for 100% of the amount of the rental grant received from the City. Such repaid funds will be directed to the City's Housing Opportunities Reserve Fund.
- 4.2 No Effect On Laws or Powers This Agreement does not
 - (a) affect or limit the discretion, rights, duties or powers of the City under any enactment or at common law, including in relation to the use or subdivision of land,
 - (b) impose on the City any legal duty or obligation, including any duty of care or contractual or other legal duty or obligation, to enforce this Agreement,
 - (c) affect or limit any enactment relating to the use or subdivision of land, or
 - (d) relieve the Owner from complying with any enactment, including in relation to the use or subdivision of land.
- 4.3 Management The Owner covenants and agrees that it will furnish good and efficient management of the Dwelling Units and will permit representatives of the City to inspect the Dwelling Units at any reasonable time, subject to the notice provisions of the *Residential Tenancy Act*. The Owner further covenants and agrees that it will maintain the Dwelling Units in a satisfactory state of repair and fit for habitation and will comply with all laws, including health and safety standards applicable to the Land. Notwithstanding the foregoing, the Owner acknowledges and agrees that the City, in its absolute discretion, may require the Owner, at the Owner's expense, to hire a person or company with the skill and expertise to manage the Dwelling Units.
- 4.4 Notice Any notice which may be or is required to be given under this Agreement will be in writing and either be delivered or sent by facsimile transmission. Any notice which is delivered is to be considered to have been given on the first day after it is dispatched for delivery. Any notice which is sent by fax transmission is to be considered to have been given on the first business day after it is sent. If a party changes its address or facsimile number, or both, it will promptly give notice of its new address or facsimile number, or both, to the other party as provided in this section.
- **4.5 Agreement Runs With the Land** Every obligation and covenant of the Owner in this Agreement constitutes both a contractual obligation and a covenant granted by the Owner to the City in respect of the Land and this Agreement burdens the Land and runs with it and binds the Owner's successors in title and binds every parcel into which it is consolidated or subdivided by any means, including by subdivision or by strata plan under the *Strata Property Act*.

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

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

the presence of: SIGNED, SEALED & DELIVERED in)	"OWNER" by its authorized signatories:
Signature of Witness)	
Kelly Fox) 12 Gallagher Crescent) Midhurst, ON L9X0K1)	Okanagan Opportunity GP Inc. Per: Edward Lea
Professor)	
SIGNED, SEALED & DELIVERED in) the presence of: Delivered in)	CITY OF KELOWNA by its authorized signatories: Colin Basran, MAYOR Mayor
Print Name 1435 Water St. Kelowna, RC) Address	Karen Needham, DCity Clerk Deputy City Clerk
Legis lative Services Clerk. Occupation	

BL10566, BL10674, BL11457, BL10974, BL11854 & BL11912 amended SCHEDULE "B":

SCHEDULE "B" Revitalization Tax Exemption Agreement

THIS AGREEMENT dated for reference the 27th day of April, 2020 is

BETWEEN:

Okanagan Opportunity (Pacific) GP Inc (the "Owner")

AND:

CITY OF KELOWNA

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

(the "City")

GIVEN THAT:

- A. The Owner is the registered owner in fee simple of lands in the City of Kelowna at 1145 Pacific Avenue legally described as PID 030-544-637, Lot A District Lot 137 ODYD Plan EPP84914 (the "Parcel");
- B. Council has established a revitalization tax exemption program and has included within the City of Kelowna Revitalization Tax Exemption Program Bylaw No. 9561 the designation of areas which include the Parcel as a revitalization area; and
- C. The Owner proposes to construct new improvements [or alter existing improvements] on the Parcel as described in Appendix "A" attached to and forming part of this agreement (the "Project") and has applied to the City to take part in the revitalization tax exemption program in respect of the Project and the City has agreed to accept the Project under the program;

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

- 1. The Project the Owner will use its best efforts to ensure that the Project is constructed, maintained, operated and used in a fashion that will be consistent with and will foster the objectives of the revitalization tax exemption program, as outlined in the City of Kelowna Revitalization Tax Exemption Program Bylaw No. 9561. Without limiting the generality of the foregoing, the Owner covenants to use its best efforts to ensure that the Project will:
 - a. Purpose built smart, sustainable and attainable rental project of 31 units consisting of 4 one bedroom, 21 two bedroom and 5 three bedroom.
 - b. Main level parkade with three stories of living space above.
 - c. Surface and indoor parkade parking
 - d. All of these pet friendly apartments will have bike share programs and include private decks, in-suite

laundry with free hi-speed WI-Fl.

- 2. **Operation and Maintenance of the Project** throughout the term of this agreement, the Owner shall operate, repair and maintain the Project and will keep the Project in a state of good repair as a prudent owner would do.
- 3. **Revitalization Amount** In this agreement, "Revitalization Amount" means the municipal portion of property tax calculated in relation to the increase in the assessed value of improvements on the Parcel resulting from the construction of the Project as described in section 1;
- 4. Revitalization Tax Exemption subject to fulfilment of the conditions set out in this agreement and in "City of Kelowna Revitalization Tax Exemption Program Bylaw No. 9561", the City shall issue a revitalization tax exemption certificate (the "Tax Exemption Certificate") to the British Columbia Assessment Authority entitling the Owner to a property tax exemption in respect of the property taxes due (not including local service taxes) in relation to the Revitalization Amount on the Parcel (the "Tax Exemption") for the calendar year(s) set out in the Tax Exemption Certificate.
- 5. **Conditions** the following conditions shall be fulfilled before the City will issue a Tax Exemption Certificate to the Owner in respect of the Project:
 - a. The Owner must complete or cause to be completed construction of the Project in a good and workmanlike fashion and in strict compliance with the building permit and the plans and specifications attached hereto as Appendix "A";
 - b. The completed Project must substantially satisfy the performance criteria set out in Appendix "B" hereto, as determined by the City's Development Planning Manager or designate, in their sole discretion, acting reasonably; and
 - c. The Owner must submit a copy of the Occupancy Permit and Title Certificate to the City of Kelowna's Revenue Branch within 48 months from the date the Agreement is executed by Council.
- 6. Calculation of Revitalization Tax Exemption the amount of the Tax Exemption shall be equal to:
 - a) For Purpose-Built Rental Housing Projects within the Core Area, Glenmore Valley Village Centre and University South Village Centre as defined by the OCP, 100% of the Revitalization Amount on the parcel, for projects that are subject to a Housing Agreement (for a minimum of 10 years) and where the proposed project is in compliance with the OCP Future Land Use designation at the time of Revitalization Tax Exemption application.
- 7. **Term of Tax Exemption** provided the requirements of this agreement, and of the City of Kelowna Revitalization Tax Exemption Program Bylaw No. 9561, are met the Tax Exemption shall be for 10 years after the BC Assessment Authority validates the Tax Exemption Certificate issued by the City of Kelowna's Revenue Branch.,
- 8. Compliance with Laws the Owner shall construct the Project and, at all times during the term of the Tax Exemption or any renewal term, use and occupy the Parcel and the Project in compliance with all statutes, laws, regulations and orders of any authority having jurisdiction and, without limiting the generality of the foregoing, all federal, provincial, or municipal laws or statutes or bylaws, including all the rules regulations policies guidelines criteria or the like made under or pursuant to any such laws.

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

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

- Termination of the agreement the revitalization tax exemption agreement will be valid for 48 months from the date the agreement is executed by Council. If the conditions for issuance of a Tax Exemption Certificate have not been met during this term, the owner may request a renewal term to this agreement or the agreement will be terminated.
- 11. Cancellation the City may in its sole discretion cancel the Tax Exemption Certificate at any time:
 - a. on the written request of the Owner; or
 - b. effective immediately upon delivery of a notice of cancellation to the Owner if at any time any of the conditions in the Tax Exemption Certificate are not met.
 - c. If the Owner is subject to an operating agreement with the Provincial Rental Housing Corporation and is not in compliance with the operating agreement.

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

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

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

Attention: Revenue Department

Phone: 250-469-8937

Email: revenue@kelowna.ca

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

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

Attention: Edward Lea Phone: 705-408-0154

Email: ed@allininvestments.ca

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

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

- 23. The maximum Revitalization Tax Exemption authorized under this Bylaw must not exceed the Revitalization Amount on the Property between:
 - a. the calendar year before the construction or alteration began, as outlined under Section 1 of this agreement; and
 - a. the calendar year in which the construction or alteration, as outlined under Section 1 of this agreement, is completed.
- The Property's assessed value of improvements must not be reduced below the amount assessed in the calendar year prior to construction or alteration, as a result of the Revitalization Tax Exemption.

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

Executed by the CITY OF KELOWNA by Its authorized signatories:	
Mayor	
City Clerk	
Executed by Okanagan Opportunity (Pa	fic) GP Inc by its Authorized signatories:

Annualis NA// Dlane and Co.

Name: Edward Lea

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

RTE20-0002 Appendix "A"



Main entrance of building with north elevation of building from Pacific Avenue.



Rear of building looking at east elevation of building.

PURPOSE-BUILT RENTAL HOUSING AGREEMENT

THIS AGREEMENT dated for reference February 25, 2019 affects:

LEGAL DESCRIPTION OF PROPERTY SUBJECT TO THE AGREEMENT:

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

("Land")

And is

BETWEEN: Okanagan Opportunity (Pacific) GP Inc.

1593 Ellis Street Kelowna, BC V1Y 2A7

("Owner")

AND:

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

("City")

GIVEN THAT:

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

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

ARTICLE 1 INTERPRETATION

1.1 Definitions -

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

"City" means the City of Kelowna;

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

"Household" means

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

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

"Land" means the land described herein;

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

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

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

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

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

1.2 Interpretation - In this Agreement:

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

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

(a) this Agreement is intended to serve the public interest by providing for occupancy of a certain number of Dwelling Units, of the kinds provided for in this Agreement, that are in demand in the City of Kelowna but that are not readily available;

(b) damages are not an adequate remedy to the City in respect of any breach of this Agreement by the Owner, such that the Owner agrees the City should be entitled to an order for specific performance, injunction or other specific relief respecting any breach of this Agreement by the Owner.

ARTICLE 2 HOUSING AGREEMENT AND LAND USE RESTRICTIONS

- **2.1** Land Use Restrictions The Owner and the City herby covenant and agree as follows:
 - (a) The Land will be used only in accordance with this Agreement;
 - (b) The Owner will design, construct and maintain one or more buildings providing 31 Dwelling Units as Purpose-Built Rental Housing
 - (c) The Owner acknowledges that the City will not support applications to stratify the building(s) on the Land, thereby allowing the identified Purpose-Built Rental Housing Dwelling Units to be sold independently of each other, for a period of ten (10) years from the date of this Agreement.

ARTICLE 3 HOUSING AGREEMENT AND TRANSFER RESTRICTIONS

- 3.1 Purchaser Qualifications The City and the Owner agree as follows:
 - (a) the Owner will not sell or transfer, or agree to sell or transfer, any interest in any building containing Purpose-Built Rental Housing Dwelling Units on the Land other than a full interest in the fee simple title to an agency or individual that will continue to ensure that the Purpose-Built Rental Housing Dwelling Units are available in accordance with this Agreement.
- **3.2** Use and Occupancy of Purpose-Built Rental Housing Dwelling Unit The Owner agrees with the City as follows:
 - (a) the Owner will rent or lease each Purpose-Built Rental Housing Dwelling Unit on the Land in accordance with the *Residential Tenancy Act*, and in no event may the Owner itself occupy a Purpose-Built Rental Housing Dwelling Unit or use the Purpose-Built Rental Housing Dwelling Unit for short-term vacation accommodation; and
 - (b) the Owner will deliver a copy of the Tenancy Agreement for each Purpose-Built Rental Housing Dwelling Unit to the City upon demand.

ARTICLE 4
GENERAL

- **4.1 Notice of Housing Agreement** For clarity, the Owner acknowledges and agrees that:
 - (a) this Agreement constitutes a housing agreement entered into under s. 483 of the *Local Government Act*;
 - (b) the City is requiring the Owner to file a notice of housing agreement in the LTO against title to the Land:
 - (c) once such a notice is filed, this Agreement binds all persons who acquire an interest in the Land;
 - (d) in the event the parties agree to release this Agreement from the title of the Land, which may not occur before the tenth (10th) anniversary of the date of this Agreement, the Owner will repay the City for 100% of the amount of the rental grant received from the City. Such repaid funds will be directed to the City's Housing Opportunities Reserve Fund.
- 4.2 No Effect On Laws or Powers This Agreement does not
 - (a) affect or limit the discretion, rights, duties or powers of the City under any enactment or at common law, including in relation to the use or subdivision of land,
 - (b) impose on the City any legal duty or obligation, including any duty of care or contractual or other legal duty or obligation, to enforce this Agreement,
 - (c) affect or limit any enactment relating to the use or subdivision of land, or
 - (d) relieve the Owner from complying with any enactment, including in relation to the use or subdivision of land.
- 4.3 Management The Owner covenants and agrees that it will furnish good and efficient management of the Dwelling Units and will permit representatives of the City to inspect the Dwelling Units at any reasonable time, subject to the notice provisions of the *Residential Tenancy Act*. The Owner further covenants and agrees that it will maintain the Dwelling Units in a satisfactory state of repair and fit for habitation and will comply with all laws, including health and safety standards applicable to the Land. Notwithstanding the foregoing, the Owner acknowledges and agrees that the City, in its absolute discretion, may require the Owner, at the Owner's expense, to hire a person or company with the skill and expertise to manage the Dwelling Units.
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- **4.5 Agreement Runs With the Land** Every obligation and covenant of the Owner in this Agreement constitutes both a contractual obligation and a covenant granted by the Owner to the City in respect of the Land and this Agreement burdens the Land and runs with it and binds the Owner's successors in title and binds every parcel into which it is consolidated or subdivided by any means, including by subdivision or by strata plan under the *Strata Property Act*.

- **4.6 Limitation on Owner's Obligations** The Owner is only liable for breaches of this Agreement that occur while the Owner is the registered owner of the Land.
- 4.7 Release The Owner by this Agreement releases and forever discharges the City and each of its elected officials, officers, directors, employees and agents, and its and their heirs, executors, administrators, personal representatives, successors, and assigns, from and against all claims, demands, damages, actions, or causes of action by reason of or arising out of advice or direction respecting the ownership, lease, operation or management of the Land or the Dwelling Units which has been or at any time after the commencement of this Agreement may be given to the Owner by all or any of them. This clause will survive the termination of this Agreement.
- **Joint Venture** Nothing in this Agreement will constitute the Owner as the agent, joint venturer, or partner of the City or give the Owner any authority to bind the City in any way.
- **Waiver** An alleged waiver of any breach of this Agreement is effective only if it is an express waiver in writing of the breach. A waiver of a breach of this Agreement does not operate as a waiver of any other breach of this Agreement.
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- **4.13 No Other Agreements** This Agreement is the entire agreement between the parties regarding its subject and it terminates and supersedes all other agreements and arrangements regarding its subject.
- **4.14** Amendment This Agreement may be discharged, amended or affected only by an instrument duly executed by both the Owner and the City.
- **4.15 Enurement** This Agreement binds the parties to it and their respective successors, heirs, executors and administrators. Reference in this Agreement to the "City" is a reference also to the elected and appointed officials, employees and agents of the City.
- **Deed and Contract** By executing and delivering this Agreement each of the parties intends to create both a contract and a deed executed and delivered under seal.

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

SIGNED, SEALED & DELIVERED in)	"OWNER"
the presence of:	by its authorized signatories:
Signature of Witness Kelly Fox 12 Gallagher Crescent Midhurst, ON L9X 0K1	Okanagan Opportunity (Pacific) GP Per: Edward Lea
Professor	
,	
SIGNED, SEALED & DELIVERED in)	CITY OF KELOWNA
the presence of:	by its authorized signatories:
P. Munhollan Signature of Witness	Colin Basran, MAYOR Mayor
Print Name 1435 Water St. Kelown, BC)	Karen Needham, DCity Clerk
1435 Water St. Kelowia, BC) Address	Deputy City Clerk
Legislative Services Clerk, Occupation	

BL10566, BL10674, BL11457, BL10974, BL11854 & BL11912 amended SCHEDULE "B":

SCHEDULE "B" Revitalization Tax Exemption Agreement

THIS AGREEMENT dated for reference the 15 day of ________, 2020 is

BETWEEN:

COLUMBIAN CENTENNIAL HOUSING SOCIETY, Inc. no. sS-16825 270 Highway 33west Kelowna, B.C. V1X1X7

(the "Owner")

AND:

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

(the "City")

GIVEN THAT:

- A. The Owner is the registered owner in fee simple of lands in the City of Kelowna at 1165 Sutherland Avenue, Kelowna, B.C. legally described as Strata Lots #6 #41 (inclusive, 36 strata lots total) of the proposed subdivision of Lot A, DL 137, ODYD, Plan EPP88875 (the "Parcel");
- B. Council has established a revitalization tax exemption program and has included within the City of Kelowna Revitalization Tax Exemption Program Bylaw No. 9561 the designation of areas which include the Parcel as a revitalization area; and
- C. The Owner proposes to construct new improvements on the Parcel as described in Appendix "A" attached to and forming part of this agreement (the "Project") and has applied to the City to take part in the revitalization tax exemption program in respect of the Project and the City has agreed to accept the Project under the program;

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

- 1. The Project the Owner will use its best efforts to ensure that the Project is constructed, maintained, operated and used in a fashion that will be consistent with and will foster the objectives of the revitalization tax exemption program, as outlined in the City of Kelowna Revitalization Tax Exemption Program Bylaw No. 9561. Without limiting the generality of the foregoing, the Owner covenants to use its best efforts to ensure that the Project will:
 - a. Ensure the revitalization of the parcel with newly constructed rental accommodation.
 - b. Provide 36 affordable rental suites.
 - c. Be operated, maintained and offered to the public by the Owner on a "not for profit" basis.

- Operation and Maintenance of the Project throughout the term of this agreement, the Owner shall
 operate, repair and maintain the Project and will keep the Project in a state of good repair as a prudent
 owner would do.
- 3. Revitalization Amount In this agreement, "Revitalization Amount" means the municipal portion of property tax calculated in relation to the increase in the assessed value of improvements on the Parcel resulting from the construction of the Project as described in section 1;
- 4. Revitalization Tax Exemption subject to fulfilment of the conditions set out in this agreement and in "City of Kelowna Revitalization Tax Exemption Program Bylaw No. 9561", the City shall issue a revitalization tax exemption certificate (the "Tax Exemption Certificate") to the British Columbia Assessment Authority entitling the Owner to a property tax exemption in respect of the property taxes due (not including local service taxes) in relation to the Revitalization Amount on the Parcel (the "Tax Exemption") for the calendar year(s) set out in the Tax Exemption Certificate.
- 5. **Conditions** the following conditions shall be fulfilled before the City will issue a Tax Exemption Certificate to the Owner in respect of the Project:
 - a. The Owner must complete or cause to be completed construction of the Project in a good and workmanlike fashion and in strict compliance with the building permit and the plans and specifications attached hereto as Appendix "A";
 - b. The completed Project must substantially satisfy the performance criteria set out in Appendix "B" hereto, as determined by the City's Development Planning Manager or designate, in their sole discretion, acting reasonably; and
 - c. The Owner must submit a copy of the Occupancy Permit and Title Certificate to the City of Kelowna's Revenue Branch within 48 months from the date the Agreement is executed by Council.
- 6. Calculation of Revitalization Tax Exemption the amount of the Tax Exemption shall be equal to;
 - a) For Purpose-Built Rental Housing Projects within the Core Area, Glenmore Valley Village Centre and University South Village Centre as defined by the OCP, 100% of the Revitalization Amount on the parcel, for projects that are subject to a Housing Agreement (for a minimum of 10 years) and where the proposed project is in compliance with the OCP Future Land Use designation at the time of Revitalization Tax Exemption application.
- 7. **Term of Tax Exemption** provided the requirements of this agreement, and of the City of Kelowna Revitalization Tax Exemption Program Bylaw No. 9561, are met the Tax Exemption shall be for 10 years after the BC Assessment Authority validates the Tax Exemption Certificate issued by the City of Kelowna's Revenue Branch.,
- 8. Compliance with Laws the Owner shall construct the Project and, at all times during the term of the Tax Exemption or any renewal term, use and occupy the Parcel and the Project in compliance with all statutes, laws, regulations and orders of any authority having jurisdiction and, without limiting the generality of the foregoing, all federal, provincial, or municipal laws or statutes or bylaws, including all the rules regulations policies guidelines criteria or the like made under or pursuant to any such laws.

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

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

- Termination of the agreement the revitalization tax exemption agreement will be valid for 48 months from the date the agreement is executed by Council. If the conditions for issuance of a Tax Exemption Certificate have not been met during this term, the owner may request a renewal term to this agreement or the agreement will be terminated.
- 11. Cancellation the City may in its sole discretion cancel the Tax Exemption Certificate at any time:
 - a. on the written request of the Owner; or
 - b. effective immediately upon delivery of a notice of cancellation to the Owner if at any time any of the conditions in the Tax Exemption Certificate are not met.
 - c. If the Owner is subject to an operating agreement with the Provincial Rental Housing Corporation and is not in compliance with the operating agreement.

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

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

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

Attention: Phone: Email:

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

COLUMBIAN CENTENNIAL HOUSING SOCIETY 270 Highway 33 west, Kelowna, B.C. V1X 1X7

Attention: Keith Bepple, Executive Director

Phone: 250-862-3206 Email: cchkeith@shaw.ca

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

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

- a. the calendar year before the construction or alteration began, as outlined under Section ${\tt 1}$ of this agreement; and
- a. the calendar year in which the construction or alteration, as outlined under Section 1 of this agreement, is completed.
- The Property's assessed value of improvements must not be reduced below the amount assessed in the calendar year prior to construction or alteration, as a result of the Revitalization Tax Exemption.

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

Executed by the CITY OF KELOWNA by Its authorized signatories:	У	
Mayor		
City Clerk		

Executed by COLUMBIAN CENTENNIAL HOUSING SOCIETY - by its Authorized signatories:

Name:

Name:

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

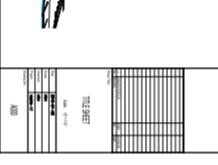
RTE20-0001 Appendix "A"

COLUMBUS CENTRE 1165 SUTHERLAND AVE. KELOWNA , B.C.

MIXED COMMERCIAL / RESIDENTIAL (48 UNITS)







REAR VIEW PERSPECTIVE

ARCHITECTURAL DRAWING LIST
A000 TITLE SHEET
A001 SITE PLAN
A100 PARKADE
A101 FIRST FLOOR PLAN
A102 SECOND FLOOR PLAN
A103 THIRD FLOOR PLAN
A104 FOURTH FLOOR PLAN
A105 ROOF PLAN
A200 SUITE LAYOUTS
A300 ELEVATIONS
A301 ELEVATIONS

2019
OOLUBUS CENTRE
1185 SUTHERLAND AIE
REJONNA, BC

RICHARD HUNTER
A R C H IT E C T IN

500 - 153 SEYMOUR ST

KANICOPS, BC V2C 2C7
HONE 230 372 8845
ddwdddhuriaswddydcion

RTE20-0001 Appendix "B"

PURPOSE-BUILT RENTAL HOUSING AGREEMENT

THIS AGREEN	MENT dated for reference affects:
LEGAL DESC	RIPTION OF PROPERTY SUBJECT TO THE AGREEMENT:
	Proposed Strata Lots #6 to #41 (inclusive) of the subdivision of:
	Lot "A", District Lot 137, Osoyoos Division Yale District, Plan EPP88875
	("Land")
And is	
BETWEEN:	CULOS DEVELOPMENT (1996) INC. #106 - 1449 St. Paul Street, Kelowna, B.C. V1Y2E5
	("Owner")
AND:	
	CITY OF KELOWNA, a local government incorporated pursuant to the <i>Community Charter</i> and having its offices at 1435 Water Street, Kelowna, B.C. V1Y 1J4
	("City")
GIVEN THAT	

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

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

ARTICLE 1 INTERPRETATION

1.1 Definitions -

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

"City" means the City of Kelowna;

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

"Household" means

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

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

"Land" means the land described herein;

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

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

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

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

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

1.2 Interpretation - In this Agreement:

7)

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

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

(a) this Agreement is intended to serve the public interest by providing for occupancy of a certain number of Dwelling Units, of the kinds provided for in this Agreement, that are in demand in the City of Kelowna but that are not readily available;

(b) damages are not an adequate remedy to the City in respect of any breach of this Agreement by the Owner, such that the Owner agrees the City should be entitled to an order for specific performance, injunction or other specific relief respecting any breach of this Agreement by the Owner.

ARTICLE 2 HOUSING AGREEMENT AND LAND USE RESTRICTIONS

- **2.1** Land Use Restrictions The Owner and the City herby covenant and agree as follows:
 - (a) The Land will be used only in accordance with this Agreement;
 - (b) The Owner will design, construct and maintain one or more buildings providing **36** Dwelling Units as Purpose-Built Rental Housing
 - (c) The Owner acknowledges that the City will not support applications to stratify the building(s) on the Land, thereby allowing the identified Purpose-Built Rental Housing Dwelling Units to be sold independently of each other, for a period of ten (10) years from the date of this Agreement.

ARTICLE 3 HOUSING AGREEMENT AND TRANSFER RESTRICTIONS

- **3.1** Purchaser Qualifications The City and the Owner agree as follows:
 - (a) the Owner will not sell or transfer, or agree to sell or transfer, any interest in any building containing Purpose-Built Rental Housing Dwelling Units on the Land other than a full interest in the fee simple title to an agency or individual that will continue to ensure that the Purpose-Built Rental Housing Dwelling Units are available in accordance with this Agreement.
- **3.2** Use and Occupancy of Purpose-Built Rental Housing Dwelling Unit The Owner agrees with the City as follows:
 - (a) the Owner will rent or lease each Purpose-Built Rental Housing Dwelling Unit on the Land in accordance with the *Residential Tenancy Act*, and in no event may the Owner itself occupy a Purpose-Built Rental Housing Dwelling Unit or use the Purpose-Built Rental Housing Dwelling Unit for short-term vacation accommodation; and
 - (b) the Owner will deliver a copy of the Tenancy Agreement for each Purpose-Built Rental Housing Dwelling Unit to the City upon demand.

ARTICLE 4
GENERAL

- **4.1 Notice of Housing Agreement** For clarity, the Owner acknowledges and agrees that:
 - (a) this Agreement constitutes a housing agreement entered into under s. 483 of the Local Government Act;
 - (b) the City is requiring the Owner to file a notice of housing agreement in the LTO against title to the Land;
 - (c) once such a notice is filed, this Agreement binds all persons who acquire an interest in the Land;
 - in the event the parties agree to release this Agreement from the title of the Land, which may not occur before the tenth (10th) anniversary of the date of this Agreement, the Owner will repay the City for 100% of the amount of the rental grant received from the City. Such repaid funds will be directed to the City's Housing Opportunities Reserve Fund.
- 4.2 No Effect On Laws or Powers This Agreement does not
 - (a) affect or limit the discretion, rights, duties or powers of the City under any enactment or at common law, including in relation to the use or subdivision of land,
 - (b) impose on the City any legal duty or obligation, including any duty of care or contractual or other legal duty or obligation, to enforce this Agreement,
 - (c) affect or limit any enactment relating to the use or subdivision of land, or
 - (d) relieve the Owner from complying with any enactment, including in relation to the use or subdivision of land.
- 4.3 Management The Owner covenants and agrees that it will furnish good and efficient management of the Dwelling Units and will permit representatives of the City to inspect the Dwelling Units at any reasonable time, subject to the notice provisions of the Residential Tenancy Act. The Owner further covenants and agrees that it will maintain the Dwelling Units in a satisfactory state of repair and fit for habitation and will comply with all laws, including health and safety standards applicable to the Land. Notwithstanding the foregoing, the Owner acknowledges and agrees that the City, in its absolute discretion, may require the Owner, at the Owner's expense, to hire a person or company with the skill and expertise to manage the Dwelling Units.
- 4.4 Notice Any notice which may be or is required to be given under this Agreement will be in writing and either be delivered or sent by facsimile transmission. Any notice which is delivered is to be considered to have been given on the first day after it is dispatched for delivery. Any notice which is sent by fax transmission is to be considered to have been given on the first business day after it is sent. If a party changes its address or facsimile number, or both, it will promptly give notice of its new address or facsimile number, or both, to the other party as provided in this section.
- **4.5 Agreement Runs With the Land** Every obligation and covenant of the Owner in this Agreement constitutes both a contractual obligation and a covenant granted by the Owner to the City in respect of the Land and this Agreement burdens the Land and runs with it and binds the Owner's successors in title and binds every parcel into which it is consolidated or subdivided by any means, including by subdivision or by strata plan under the *Strata Property Act*.

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

IN WITNESS WHEREOF the parties hereunto h written.	ave executed this Agreement on the date and year first above
SIGNED, SEALED & DELIVERED in) the presence of:)	CULOS DEVELOPMENT (1996) INC. by its authorized signatory:
Signature of Witness)	
Print Name)	Print Name: Michael A. Culos President
Address)	
Occupation	
SIGNED, SEALED & DELIVERED in) the presence of:	CITY OF KELOWNA by its authorized signatories:
Signature of Witness FIONA DAWN HANDS A COMMISSIONER FOR TAKING AFFIDAVITS FOR BRITISH COLUMBIA 1435 WAITER STREET, KELOWNA, BC V1Y 1J4 Order No. 2019-1289 Expliy Date: 2022-08-31 Address	Colin Basran, MAYOR Mayor City Clerk Stephen Fleming, City Clerk



PROVINCIAL RENTAL SUPPLY OPERATING AGREEMENT

THIS AGREEMENT is dated for reference: June 20, 2019

BCH File # 94407-02 / 7951

BETWEEN

COLUMBIAN CENTENNIAL HOUSING SOCIETY

2-1920 Richter Street, Kelowna, British Columbia V1Y 2N2

(the "Provider")

AND

BRITISH COLUMBIA HOUSING MANAGEMENT COMMISSION

Suite #1701 - 4555 Kingsway, Burnaby, British Columbia V5H 4V8

("BC Housing")

with respect to the Development at 1165 Sutherland Avenue, Kelowna, British Columbia V1Y 5Y2

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AGREEMENT SUMMARY

PART 1 - SUMMARY

- 1. The Provider has acquired the Development under the Housing Hub Provincial Rental Supply program, a housing program funded by the Government of British Columbia acting through its agent, BC Housing.
- 2. The goal of the program is to increase the supply of affordable and appropriate housing for Middle-income households across British Columbia.
- 3. The Site contains non-residential space and consists of the following:
 - **a.** thirty-six (36) Residential Units for Middle-income households owned and operated by the Provider. The Development is the specific subject matter of this Agreement; and
 - **b.** one (1) commercial space owned and operated by the Provider.
- **4.** The parties acknowledge that the Development is part of a strata plan.
- **5.** The parties agree to amend this Agreement when the strata plan and associated legal description are finalized and registered.

PART 2 - SERVICE DESCRIPTION

- 1. BC Housing and the Provider have agreed that the Provider will own and operate the Development and collect Rent from the Residents, on the terms and conditions of this Agreement.
- The common goal of the parties in making this Agreement is to provide housing for Middleincome households.
- 3. The Provider is a fully independent self-governing entity registered under the *Societies Act* (British Columbia). Operation of the Provider is subject to its Constating Documents and the *Societies Act* (British Columbia). The members of the Provider and its governing board are responsible for all affairs of the Provider related to both Provider operations in general and the ongoing management of the Development.
- **4.** In entering this Agreement with the Provider, BC Housing recognizes that the Provider was established for the advancement of specific social purposes prior to its decision to participate in this particular Agreement.
- **5.** BC Housing recognizes that the Provider brings both tangible and intangible assets to the Development. The Provider's board members serve on a voluntary basis, i.e., without recompense for their time and expertise. The Provider and the board bring resources, knowledge and expertise on such things as property management, Resident management and Resident support, and services which specifically relate to the Development and its location.
- 6. The Provider and board are expected to create an environment that is supportive of the needs of the Residents and provide a sense of community within the Development and to that purpose may provide Resident services and activities not funded by this Agreement.

PART 3 – AGREEMENT

- 1. TERM
 - **a.** The parties agree as follows for the Term of the Agreement which is for forty (40) years from the Commencement Date, unless earlier terminated in accordance with the provisions of this Agreement.
- 2. SCHEDULES
 - a. All of the Schedules attached to this Agreement are an integral part of this Agreement.

This Agreement contains the entire agreement between the parties and supersedes all previous expectations, understandings, communications, representations and agreements, whether verbal or written, between the parties with respect to the subject matter hereof.

BC Housing Operating Agreement – Agreement Summary

No amendment or modification to this Agreement will be effective unless it is in writing and duly executed by the parties except where this Agreement allows for otherwise.

IN WITNESS of which the duly authorized signatories of each of the Provider and BC Housing have executed this Agreement effective as of the Commencement Date of this Agreement:

COLUMBIAN CENTENNIAL HOUSING SOCIETY

Per its authorized signatories

BRITISH COLUMBIA HOUSING MANAGEMENT COMMISSION

Per its authorized signatories

SCHEDULE A – GENERAL PROVISIONS

A. DEFINITIONS

- 1. "Capital Fund" means an amount the Provider is required to hold in reserve for capital repairs, replacements and improvements pursuant to Schedule B, Part C, Clause 1.
- **2. "Capital Plan"** means the plan outlining repairs, replacements and improvements at the Development, developed by the Provider and submitted to BC Housing in a format acceptable to BC Housing, pursuant to *Schedule B. Part C.*
- 3. "Commencement Date" means the day on which the Provider registers its fee simple interest in the Development at the Land Title Office.
- **4.** "Constating Documents" means the constitution and bylaws of the Provider, together with any amendments, as registered with the appropriate registry.
- **5.** "**Declaration of Income**" means the declaration to be completed by a Resident as evidence of the Income of that Resident.
- **6.** "**Development**" means the housing development, acquired and operated by the Provider under Provincial Rental Supply, and located within the Site.
- **7.** "Fiscal Year" means the Provider's Fiscal Year, ending on August 31 or as otherwise agreed by the parties.
- 8. "Improvements" means those improvements, structures, buildings, fixtures and systems which exist within the Development from time to time including the heating, ventilating, air-conditioning, plumbing, electrical and mechanical systems and equipment.
- **9.** "Income" means total income before tax from all sources of a Resident.
- **10.** "Loan" means the mortgage loan, arranged by BC Housing for the Provider, in order to finance the acquisition of the Development.
- **11.** "Middle-income" represents the maximum income for eligibility to occupy a Residential Unit and means:
 - **a.** For Residential Units with less than two (2) bedrooms, a gross household Income that does not exceed the 75th income percentile for families without children, as determined by BC Housing from time to time. For 2019, this figure is \$112,410.00.
 - **b.** For Residential Units with two (2) or more bedrooms, a gross household Income that does not exceed the 75th income percentile for families with children, as determined by BC Housing from time to time. For 2019, this figure is \$155,510.00.
- **12.** "Occupancy Standards" means the standards for household sizes of a Resident relative to the number of bedrooms in a Residential Unit. Unless otherwise agreed in writing by BC Housing, the following standards apply:
 - a. No more than two (2) and no less than one (1) person per bedroom.
 - **b.** Spouses and couples share a bedroom.
 - **c.** Parents do not share a bedroom with their children.
 - d. Dependents aged eighteen (18) or over do not share a bedroom.
 - e. Dependents of the opposite sex age five (5) or over do not share a bedroom
- **13.** "Provincial Rental Housing Corporation" (PRHC) is incorporated under the *Business Corporations Act* (British Columbia). PRHC is the land holding corporation for provincially owned social housing. BC Housing administers PRHC, which buys, holds and disposes of properties, and leases residential properties to non-profit societies and co-operatives.
- **14.** "Record" means accounts, books, documents, maps, drawings, photographs, letters, vouchers, papers and any other thing on which information is recorded or stored by graphic, electronic, mechanical and other means, but does not include a computer program or any other mechanism that produces records.
- **15.** "Rent" means the amount a Resident is obliged to contribute monthly to the Provider for a Residential Unit.
- **16.** "Residency Agreement" means an agreement, lease, license or other right of a Resident to occupy a Residential Unit.

- **17.** "Resident" means the person or persons legally entitled to reside in a Residential Unit pursuant to a Residency Agreement.
- **18.** "Residential Unit" means a self-contained residential dwelling within the Development operated under this Agreement.
- **19.** "Site" means all lands and improvements, including the Development, situated at 1165 Sutherland Avenue, Kelowna, British Columbia V1Y 5Y2, and legally described as PID: 030-700-990 Lot A District Lot 137 Osoyoos Division Yale District Plan EPP88875.
- **20.** "Specific Purpose" means the operation of the Development to provide affordable housing for persons who, at the date of commencement of the residency, have Middle Incomes.
- **21.** "**Term**" means the period of this Agreement as outlined in *Agreement Summary, Part 3, Clause 1.*

B. RESPONSIBILITY OF THE PROVIDER

- 1. Role of the Provider. The Provider:
 - **a.** will fulfill its obligations under this Agreement in a proper, efficient and timely manner as would a prudent provider of similar services, and in accordance with this Agreement; and
 - b. agrees and understands that it is solely responsible for all its obligations under this Agreement, including but not limited to its obligations arising as a result of any relationships between the Provider and the applicants, Residents and other occupants of the Development, and any and all relationships with third parties, volunteers, or other invitees.
- **2. Corporate Organization**. The Provider will maintain a well-organized corporate structure and in particular will:
 - a. operate as a non-profit entity;
 - **b.** remain in good standing with the appropriate registry;
 - **c.** have a purpose that includes the provision of affordable housing and is consistent with the Specific Purpose;
 - d. not permit any director, officer, or member of the Provider to be remunerated except for reimbursement of any expenses necessarily and reasonably incurred by the director, officer, or member while engaged in the affairs of the Provider. Reasonable wages or salary paid to an employee of the Provider who is not an officer or director of the Provider are exempt from this section;
 - **e.** provide for the disposition of assets to an organization with a similar charitable purpose in the event of dissolution or wind up of the Provider;
 - f. not alter its Constating Documents in any way that would make them inconsistent with the terms of this Agreement or that would render the Provider unable to fulfill its obligations under this Agreement;
 - **g.** provide BC Housing with a copy of the Provider's Constating Documents and any amendments thereto, as requested by BC Housing from time to time; and
 - h. maintain written policies and procedures regarding the Provider's operations, including safety and security, human resource management and tenant management.
- 3. Compliance. The Provider will remain in compliance with all applicable laws, bylaws, regulations, codes and corporate or contractual obligations and is responsible for obtaining and complying with all necessary approvals, licenses and permits relating to the Provider's obligations under this Agreement.
- 4. Conflict of Interest. The Provider will:
 - a. conduct its operations in accordance with the Provider's by-laws and in a manner such that no part of the operations, finances and other assets or resources of the Provider under this Agreement, are used directly or indirectly for the provision of any gain or benefit to any officer, director, employee, or member of the Provider or any entity or individual associated with, or related to them, without the prior written approval of BC Housing;

- b. not, during the Term, enter into a contractual relationship with a third party, conduct business with, perform or receive a service for or provide advice to or receive advice from any entity or individual where such activity may, directly or indirectly, cause an actual or perceived conflict of interest, without the prior written approval of BC Housing; and
- c. disclose any actual or perceived conflict of interest to the Provider and BC Housing in advance, and all such disclosure and any prior written approval from BC Housing will be recorded in the minutes of the meetings of the directors and/or the relevant committee of the Provider.
- **5. Communication**. The Provider will notify BC Housing as soon as possible of any significant changes or incidents that may impact the Provider's obligations under this Agreement.
- 6. Agency. This Agreement will not be construed as creating any partnership or agency between BC Housing and the Provider and neither party will be deemed to be the legal representative of any other party for the purposes of this Agreement. Neither BC Housing nor the Provider will have, and will not represent itself as having, any authority to act for, to undertake any obligation on behalf of the other party, except as expressly provided in this Agreement.
- 7. Restrictions on Disposition and Encumbrance. The Provider will not transfer, encumber or sell or agree to transfer, encumber or sell or otherwise change or agree to change the legal or beneficial interests of the Development or any part of the Development without the prior written approval of BC Housing, in its sole discretion.
- 8. Restrictions on Authority. The Provider will not commit or otherwise bind BC Housing to any agreements in any manner whatsoever, except to the extent specifically provided in this Agreement and in particular, without limiting the generality of the foregoing, the Provider will not take any action, expend any sum, make any decision, give any consent, approval or authorization or incur any obligation with respect to any lease or any other arrangement involving the rental, use or occupancy of all or part of the Development other than a Residency Agreement in accordance with this Agreement, except with the prior written approval of BC Housing, in its sole discretion.
- **9. Maintenance**. The Provider will maintain the Development and all Development related equipment in a state of safe and good repair for the benefit of the Residents and the community in which the Development is located by carrying out, or arranging for the carrying out of tasks that include but are not limited to the following:
 - a. all routine maintenance and repair work;
 - b. routine inspections to ensure safety hazards are identified and corrected:
 - **c.** regular fire inspections, drills, testing, maintenance, training and maintaining records in respect of the same; and
 - **d.** routine waste management services.
- **10. Inspection**. The Provider will permit BC Housing to inspect the Development or other premises used by the Provider pursuant to this Agreement at any time.

C. RESPONSIBILITY OF BC HOUSING

- Role of BC Housing. BC Housing's role is to support the Provider in operating the Development to meet their common goal of providing affordable housing to Middleincome households.
- 2. **Provide Information**. BC Housing will provide the information required by the Provider to enable the Provider to carry out its responsibilities under this Agreement, and will provide that information in a timely manner.

D. OPERATIONAL REVIEW

- 1. From time to time, BC Housing may conduct an onsite operational review to determine compliance with the terms of this Agreement and any other agreements between the Provider and BC Housing.
- 2. BC Housing will provide the Provider with thirty (30) days' written notice of an operational review.

E. RECORDS

- Information Management. The Provider will comply with all applicable privacy legislation and will maintain accurate and complete operational Records, policies and practices necessary for its obligations under this Agreement.
- 2. Procedures and Processes. The Provider will:
 - a. notify BC Housing in writing immediately upon becoming aware of any breach of privacy or security involving the unauthorized access, collection, use, disclosure or disposal of information relating to its obligations under this Agreement;
 - **b.** if the *Information Management Act* (British Columbia) applies to the destruction of Records, notify BC Housing for consultation prior to the destruction; and
 - c. cooperate with BC Housing when BC Housing has a request under the Freedom of Information and Protection of Privacy Act (British Columbia) to which Records in the Provider's custody apply, by locating and disclosing the relevant Records as directed by BC Housing upon notice and without delay.
- 3. Record Retention. The Provider will retain all Records that pertain to its obligations under this Agreement for the retention period required under applicable provincial and federal laws, but for not less than seven (7) years following the date of receipt or production of those Records.
- 4. Audits. BC Housing and its agents have the right to inspect all Records related to, arising from, or maintained by the Provider to deliver the Provider's obligations, including the right of BC Housing and its agents to enter any premises used by the Provider to deliver the Provider's obligations or used to keep or store Records pertaining to the Provider's obligations under this Agreement, at any time after the delivery of notice to the Provider, and have the immediate right to make extracts from and take copies of those Records. The Provider acknowledges that disclosure to BC Housing and its agents, without consent from the individual the Record is about, for audit purposes, is permitted under information and privacy legislation.

F. LIABILITY

- 1. Indemnity. The Provider will indemnify and save harmless BC Housing, the Provincial Rental Housing Corporation, Her Majesty the Queen in Right of the Province of British Columbia, and each of their ministers, board members, officers, directors, employees, contractors and agents, and their heirs, executors, administrators, personal representatives, successors and assigns, from all claims and costs arising directly or indirectly under this Agreement which they or any of them may be liable for or incur, whether before or after this Agreement ends, arising out of any act or omission of the Provider or its officers, directors, employees, agents, contractors or other persons for whom at law the Provider is responsible, related to the Provider's operation and management under this Agreement, including with respect to any Residency Agreement, except to the extent that such claims or costs are caused solely by the negligence of BC Housing or its employees, agents or contractors.
- 2. Release. The Provider releases BC Housing, the Provincial Rental Housing Corporation, Her Majesty the Queen in Right of the Province of British Columbia, and each of their ministers, board members, officers, directors, employees, contractors and agents, and their heirs, executors, administrators, personal representatives, successors and assigns, from all claims arising out of the advice or direction respecting the ownership, lease, operation or management given to the Provider, as the case may be, by any of them, except to the extent that such advice or direction is determined by a court of competent jurisdiction to have been negligent.
- **3. Survival**. The obligations set out in *Schedule A, Part F, Clauses 1 and 2* survive termination of this Agreement.

G. DISPUTE RESOLUTION

1. If a dispute arises between the parties out of or in connection with this Agreement the parties agree that the following dispute resolution process will be used:

- **a.** A meeting will be held promptly between the parties, attended by individuals with decision-making authority regarding the dispute, to attempt in good faith to negotiate a resolution of the dispute.
- b. If, within fourteen (14) days after such meeting or such further period agreed to by the parties in writing, the parties have not succeeded in negotiating a resolution of the dispute, the parties agree to try to resolve the dispute by participating in a structured negotiation conference with a mediator agreed upon by the parties or, failing agreement, under the Mediation Rules of Procedure of the British Columbia International Commercial Arbitration Centre, in which case the appointing authority is the British Columbia International Commercial Arbitration Centre.
- **c.** After dispute resolution attempts have been made under Schedule A, Part G, Clauses 1.a-b, any remaining issues in dispute will be determined by arbitration under the Arbitration Act (British Columbia), and the decision of the Arbitrator will be final and binding and will not be subject to appeal on a question of fact, law or mixed fact and law.

H. DEFAULT AND TERMINATION

- **1. Event of Default**. Any of the following events will constitute an event of default by the Provider under this Agreement:
 - a. the Provider fails to comply with any provision of this Agreement;
 - **b.** the Provider fails to remain in good standing with the appropriate registry:
 - **c.** the Provider is in breach of or fails to comply with any applicable law, regulation, license or permit;
 - **d.** any representation or warranty made by the Provider under this Agreement is found to be untrue or incorrect; or
 - **e.** if the Provider knew or ought to have known any information, statement, certificate, report or other document furnished or submitted by, or on behalf of, the Provider pursuant to, or as a result of, this Agreement is untrue or incorrect.
- 2. Default. Upon the occurrence of any event of default set out in *Schedule A*, *Part H*, *Clause 1*, BC Housing will provide written notice to the Provider which sets out the breach and the date by which the breach must be rectified. The Provider will be given thirty (30) days to rectify the breach or such longer period as determined solely by BC Housing.
- 3. Termination on Continued Default. If the Provider fails to comply with a written notice given in accordance with this Agreement within the specified period of time, BC Housing, in its sole discretion, may immediately terminate this Agreement or appoint a receiver.
- **4. Additional Remedies**. Upon the occurrence of any event of default set out in *Schedule A, Part H, Clause 1*, BC Housing may, in addition to and without prejudice to BC Housing obtaining any other remedy:
 - a. reduce or suspend any payment that would otherwise be payable by BC Housing to the Provider pursuant to this Agreement; and
 - **b.** exercise its rights and remedies under the Section 219 Covenant.
- 5. Appointment of Receiver. As an alternative to exercising any right of termination provided under this Agreement, BC Housing may elect to appoint, or request a court of competent jurisdiction to appoint, a receiver, with or without bond as BC Housing or the court may determine, and, from time to time, may remove any receiver so appointed and appoint another in its place, or request the court to do so. A receiver so appointed is not an officer or agent of BC Housing, and has all the necessary and exclusive power to deal with the obligations of this Agreement including the power to:
 - **a.** take control, possession and direction of the Development and the Provider's assets in connection with this Agreement, and carry on the business of the Provider in operating, managing and maintaining the assets in accordance with this Agreement;
 - **b.** demand and recover all the income of the Development by direct action, distress or otherwise, in the name of either the Provider or BC Housing;

- **c.** observe or perform, on behalf of the Provider, all the Provider's obligations under this Agreement and any other contracts pertaining to the Development:
- d. give receipts, on behalf of the Provider, for any money received; and
- e. carry out such other powers as the court may order.
- **6. Application of Revenue**. The Provider acknowledges that the receiver will apply the gross revenue from the Development, which it recovers or receives from time to time, as follows:
 - a. firstly, in payment of all costs, charges and expenses of or incidental to the appointment of the receiver and the exercise by it of all or any of its powers, including the reasonable remuneration of the receiver which is to be approved by BC Housing, and all outgoings properly payable by the receiver, together with all legal costs in respect thereof on a solicitor and client basis;
 - **b.** secondly, in payment of all operating expenses for the Development;
 - **c.** thirdly, if required by BC Housing, in repayment of any applicable subsidies and accumulated funds; and
 - **d.** lastly, to pay any balance to BC Housing.
- 7. **No Liability**. The Provider acknowledges and agrees that:
 - **a.** BC Housing will be under no liability to the Provider for any act or omission of the receiver; and
 - **b.** the receiver will be under no liability to the Provider for any act or omission of the receiver.
- **8. Early Termination**. Notwithstanding anything stated to the contrary in this Agreement, the parties agree that BC Housing, at its sole determination, will have the right at any time, by giving twenty-four (24) hours' written notice to the Provider, to terminate this Agreement in any of the following events:
 - **a.** the Provider is in default under a Loan or otherwise fails to comply with any of the provisions of the Loan documentation;
 - **b.** upon the bankruptcy of the Provider or the appointment of a receiver in respect of the Provider;
 - c. upon the Provider ceasing to operate on a non-profit basis; and
 - d. upon the dissolution of the Provider.
- 9. Termination arising from Damage or Destruction. If, in the opinion of a professional engineer or architect appointed by the Provider or BC Housing, the Development is damaged or destroyed in excess of twenty-five percent (25%) of its insurable value, the Provider will promptly repair or replace the Development to restore it to a substantially similar condition as existed prior to the damage or destruction. BC Housing may specify a reasonable time period for the Provider to restore the Development and, in the event that the Provider elects not to restore the Development within the specified time period, BC Housing may terminate this Agreement by delivering written notice of immediate termination to the Provider.
- **Adjustments on Termination**. Upon the termination of this Agreement, however effected, the parties will forthwith complete all necessary accounting and adjustments between them to effectively reconcile and finalize their obligations pursuant to this Agreement.

I. GENERAL PROVISIONS AND INTERPRETATION

- **1. Headings**. The headings in this Agreement form no part of the Agreement and will be deemed to have been inserted for convenience only.
- 2. Notices. All notices, demands or requests of any kind, which the Provider or BC Housing may be required or permitted to serve on the other in connection with this Agreement, will be in writing and may be served on the parties by registered mail, personal service, fax or other electronic transmission, to the addresses set out on the cover page. Any notice, demand or request made to BC Housing, to be effective, will be addressed to the BC Housing representative assigned to this matter by BC Housing.
- 3. Change of Address. Either party from time to time, by notice in writing served upon the other party, may designate a different address or different or additional personnel to which all those notices, demands or requests are thereafter to be addressed.

- **4. Time**. Time is of the essence of this Agreement. If either party expressly waives this requirement, that party may reinstate it by delivering notice to the other party. Any time specified pursuant to this Agreement for observing or performing an obligation is local time in Vancouver, British Columbia.
- 5. Governing Law. This Agreement is to be governed by and construed and enforced in accordance with the laws of the Province of British Columbia, which will be deemed to be the proper law hereof and the courts of British Columbia will have the non-exclusive jurisdiction to determine all claims and disputes arising out of this Agreement and the validity, existence and enforceability hereof.
- **6.** Validity of Provisions. If a court of competent jurisdiction finds that any part of this Agreement is invalid, illegal or unenforceable, that invalidity, illegality or unenforceability does not affect any other provisions of this Agreement. The balance of the Agreement is to be construed as if that invalid, illegal or unenforceable provision had never been included and is enforceable to the fullest extent permitted at law or at equity.
- 7. Waiver. No consent or waiver, expressed or implied, by a party of any default by the other party in observing or performing its obligations under this Agreement is effective unless given in writing, nor is it a consent or waiver of any other default. Failure on the part of either party to complain of any act or failure to act by the other party or to declare the other party in default, irrespective of how long that failure continues, is not a waiver by that party of its rights under this Agreement or at law or at equity.
- 8. Extent of Obligations and Costs. Every obligation of each party in this Agreement extends throughout the Term. To the extent an obligation ought to have been observed or performed before or upon the expiry or earlier termination of the Term, that obligation, including any indemnity, survives the expiry or earlier termination of the Term until it has been observed or performed.
- **9. Statutes**. Any reference in this Agreement to a provincial or federal statute includes the statute as it exists on the reference date of this Agreement and any subsequent amendments or replacements.
- **10. Binding Effect**. This Agreement will enure to the benefit of and be binding upon the successors and permitted assigns of the parties, as applicable.
- 11. Counterparts. This Agreement may be validly executed and delivered by the parties hereto in any number of counterparts and all counterparts, when executed and delivered, will together constitute one and the same instrument. Executed copies of the signature pages of this Agreement sent electronically will be treated as originals, fully binding and with full legal force and effect, and the parties hereto waive any rights they may have to object to such treatment, provided that this treatment will be without prejudice to the obligation of the parties hereto to exchange original signatures as soon as is reasonably practicable after execution of this Agreement, but failure to do so will not affect the validity, enforceability or binding effect of this Agreement.
- 12. Assignment and Subcontracting.
 - **a.** The Provider will not without the prior written consent of BC Housing:
 - i. assign, either directly or indirectly, this Agreement or any right of the Provider under this Agreement; or
 - ii. subcontract any obligation of the Provider under this Agreement.
 - b. No subcontract entered into by the Provider will relieve the Provider of any of its obligations under this Agreement or impose upon BC Housing any obligation or liability arising from any such subcontract. The Provider must ensure that any subcontractor fully complies with this Agreement in performing the subcontracted services.
- **13. BC Housing Approval.** This Agreement is enforceable only in the event that BC Housing approves this project, in its sole discretion. In the event that this project fails to receive BC Housing's final approval, this Agreement is of no effect and will be deemed to have never commenced.

SCHEDULE B - FINANCIAL

A. FUNDING ASSISTANCE FROM BC HOUSING

- 1. Funding. BC Housing will provide financing in the form of a Loan to facilitate the acquisition of the Development. The terms and conditions of the Loan are outlined separately in the Loan documents. This Agreement is not to be construed as a substitution for or derogation from the provisions of the Loan documents.
- 2. **No other Assistance**. BC Housing is not committed or obliged to make any other financial contribution to the Provider or to subsidize the ongoing operation of the Development.

B. REVENUES AND EXPENSES

- 1. Rent. The Rent for the Residents of the Development will be set at or below the market rent for that unit type in the community. Market rents will be determined based on a market rent survey for comparable sized units in the community. Over time, the Provider will make an effort to increase the number of units offered below market rent as operating costs and revenues permit.
- 2. Revenues. The Provider will be responsible for collecting all Rents and other revenue for the Development, and the Provider will be responsible for paying out of such revenues all costs associated with the operation of each Development.
- **3. Deficit**. The Provider will be responsible for any operating shortfalls or extraordinary expenses. Any deficit will not be the responsibility of BC Housing.

C. CAPITAL FUND

- 1. Capital Plan. Resource allocations and practices regarding the protection of the Development throughout the Term are to be guided by a long term Capital Plan established by the Provider and geared to the expected life cycle of the Development.
- 2. Capital Fund. The Provider will create a Capital Fund to fund capital repairs and replacements to the Development in accordance with the Capital Plan approved by BC Housing. Prior to the Commencement Date, the Provider will:
 - a. prepare a Capital Plan and submit it to BC Housing for approval; and
 - **b.** will establish a monthly Capital Fund contribution amount and obtain BC Housing's approval for that contribution amount.
- 3. Capital Fund Expenditure. Capital Funds may only be expended as follows:
 - **a.** to pay for capital repairs and replacements to the improvements on the land in accordance with the Capital Plan; or
 - b. to make other payments as may be approved by BC Housing.
- **4. Investment of Funds**. The Provider will deposit and keep the Capital Fund and accumulated interest in securities authorized in accordance with the Provider's Constating Documents, the *Societies Act* (British Columbia), and the *Trustee Act* (British Columbia).

D. ACCUMULATED OPERATING SURPLUS

- **1. Accumulated Operating Surplus**. The Provider will retain the accumulated operating surplus. The Provider will use the accumulated operating surplus in order of priority as follows:
 - a. to increase the number of below market rent units in the Development:
 - **b.** on costs relating directly to the Development; or
 - c. any other purpose that is consistent with the provision of affordable housing.

E. FINANCIAL MANAGEMENT AND ADMINISTRATION

- 1. **Finances**. The Provider will establish written policies and procedures for effective control of finances for the Development, including;
 - a. record keeping and financial statements in accordance with Canadian Accounting Standards:
 - b. clearly defined spending authority; and
 - **c.** policies and procedures for arrears, purchasing and investment of Capital Funds and accumulated operating surplus.

- 2. Operating Budget. The Provider will prepare an operating budget in advance of each Fiscal Year, in a format approved by BC Housing, and regularly review financial affairs in accordance with Schedule B.
- **3. Revenue**. All revenue received by the Provider from whatever source with respect to the Development will be collected by the Provider, held by the Provider and used by the Provider solely for the purpose of and to the extent authorized by this Agreement.
- **4. Reporting:** Every three (3) years, or as otherwise requested by BC Housing from time to time, the Provider will submit to BC Housing a report in a format approved by BC Housing. The report will include the following:
 - a. current financial statements;
 - b. current rent levels; and
 - c. household incomes at move-in.



SCHEDULE C - RESIDENT SELECTION AND RESIDENCY AGREEMENTS

A. RESIDENT SELECTION AND RESIDENCY AGREEMENTS

- 1. Landlord and Tenant Relationship. The full normal relationship between landlord and tenant will exist between the Provider and the Resident. It is understood that BC Housing will not be responsible to the Provider for any breach or failure of the Resident to observe any of the terms of the Residency Agreement between the Resident and the Provider, including the covenant to pay Rent.
- 2. Resident Selection. The Provider will select Residents in accordance with the Specific Purpose. The Provider will use all reasonable efforts to maintain full occupancy of the Development with Residents who meet the Specific Purpose, but if there are no applicants for a vacant unit in accordance with the Specific Purpose then the Provider may accept applicants at any income level with the approval of BC Housing which will not be unreasonably withheld. Over time, as operating surpluses permit, the Provider will increase the number of units being offered below market rent.
- 3. Discrimination. The Provider will select Residents without unlawful discrimination on the basis of race, religion, culture, sexual orientation, gender identity, social condition, or level of physical ability. Where restricted populations are targeted, consideration of and compliance with applicable anti-discrimination legislation must be documented and submitted to BC Housing on request.
- **4. Full Occupancy**. The Provider will use all reasonable efforts to maintain full occupancy of the Development and will notify BC Housing of any extended vacancies.
- **5. Approved Residents**. All Residents must be selected in accordance with the Specific Purpose and must be placed in a Residential Unit appropriate to their household size in accordance with the Occupancy Standards. Exceptions may be made for:
 - a. persons designated by mutual agreement between BC Housing and the Provider; or
 - **b.** staff or other authorized personnel required to operate and maintain the Development and who are bona fide employees of the Provider. The maximum income threshold/limitation does not apply to this type of residency.
- **6. Membership in Provider**. The Provider will not require a Resident to be a member of the Provider.
- 7. Residency Agreements. The Provider will enter into a Residency Agreement with each Resident and all Residency Agreements will be in compliance with the *Residential Tenancy Act* (British Columbia).
- 8. Resident Relations. The Provider will establish policies and procedures to:
 - a. select Residents in an open, fair, consistent and non-discriminatory way:
 - **b.** serve Residents promptly and courteously, with clear and informative communication;
 - c. provide each Resident with access to information concerning that Resident and protect the privacy of Residents: and
 - **d.** develop an appeals process for Resident related issues. The process must be transparent and accessible for all applicants and Residents.
- 9. Proof of Income. The Provider will obtain a declaration ("Declaration of Income") and supporting documentation as evidence of the Income of that Resident at the time of the initial occupancy. The declaration will be in a form approved by BC Housing as may be amended by BC Housing from time to time. The Provider will maintain a copy of each Resident's proof of Income in a file available to BC Housing on request.

SCHEDULE D - INSURANCE

A. INSURANCE BY PROVIDER

- 1. The Provider will, without limiting its obligations or liabilities herein and at its own expense, provide and maintain the following insurance with insurers licensed in Canada and in forms and amounts acceptable to BC Housing, in its sole discretion:
 - a. Commercial general liability in an amount not less than \$10,000,000.00 inclusive per occurrence, insuring against bodily injury, personal injury and property damage, and include liability assumed under this Agreement, a cross liability or severability of interests clause, British Columbia Housing Management Commission as an additional insured, and an endorsement to provide thirty (30) days' advance written notice to the Provider of material change or cancellation.
 - **b.** The foregoing insurance will be primary and not require the sharing of any loss by any insurer of BC Housing.
 - c. The Provider will provide to BC Housing evidence of all required levels of insurance within thirty (30) days of the execution of this Agreement and within thirty (30) days of renewal of such written policies. When requested by BC Housing, the Provider will provide certified copies of such policies.
- 2. The Provider will add BC Housing as additional named insured under any insurance policies obtained pursuant to this Agreement.
- 3. The Provider will promptly notify BC Housing of any circumstance known or which becomes known to the Provider which might materially affect the coverage under the Provider's insurance policies.
- 4. Any requirement or advice by BC Housing regarding the amount of coverage under any policy of insurance does not constitute a representation by BC Housing that the amount required is adequate.
- 5. The Provider will provide, maintain, and pay for, any additional insurance which the Provider is required by law to carry, or which the Provider considers necessary to cover risks not otherwise covered by insurance specified in this Schedule.
- **6.** The Provider hereby waives all rights of recourse against BC Housing with regard to any damage, theft or loss of the Provider's property and agrees to carry adequate insurance coverage against such damage, theft or loss of property.
- 7. The Provider will obtain and maintain, or cause to be obtained and maintained, workers compensation coverage in respect of all workers, employees and other persons engaged in any work in or upon the Development required by the *Workers Compensation Act* (British Columbia).

Report to Council



Date: June 15, 2020

To: Council

From: City Manager

Subject: Update on Council's Environmental Protection Priorities

Department: Policy & Planning

Recommendation:

THAT Council receives, for information, the report from Policy & Planning, dated June 15, 2020, with respect to an update on Council's Environmental Protection Priorities.

AND THAT Council directs staff to investigate the resource and financial implications to accelerate progress on the actions outlined in the Community Climate Action Plan.

AND FURTHER THAT Council directs staff to provide an update on the status of the Sustainable Development Goals related to protecting the environment once the report is complete.

Purpose:

To provide a response to Council's request from Open AM Session of Council on Monday, February 10, 2020 under Issues Arising from Correspondence & Community Concerns, for an update on initiatives related to Council Priority of environmental protection and climate action (Ro112/20/02/10).

Background:

Recently, Council was provided a report on the progress the City is making on each of Council's six priority areas (May 25, 2020 PM Council Session, item 5.8). This report brought to light that of the 39 result statements the Environmental Protection Priority "Greenhouse Gas (GHG) Emissions are Decreasing" was one of only three areas not trending in the right direction.

The Intergovernmental Panel on Climate Change (IPCC) warns that global warming needs to be limited to 1.5°C by 2030 to reduce the risks of extreme weather, rising sea levels and other impacts. Unprecedented changes in land use, transportation and buildings are needed to reach this goal which requires reducing human-caused GHG emissions by 45 per cent from 2010 levels by 2030. In response,

¹ Intergovernmental Panel on Climate Change (IPCC), October 8, 2018. Summary for Policymakers of IPCC Special Report on Global Warming of 1.5°C approved by governments. https://www.ipcc.ch/2018/10/08/summary-for-policymakers-of-ipcc-special-report-on-global-warming-of-1-5c-approved-by-governments/

many local governments are investigating ways their communities can accelerate progress on reducing emissions or determining what actions are needed to align with the IPCC recommendations.

Environmental Protection Priority: Greenhouse gas emissions are decreasing

Progress: Needs improvement: not trending in the desired direction

The Environmental Protection Council Priority result statement "greenhouse house gas emissions are decreasing" focuses on two areas: community and corporate GHG emissions. On the community side, Kelowna's Community Climate Action Plan (CCAP) focuses on actions the City can lead to help the community reduce its GHG footprint as local governments can influence GHG emissions reductions through land use planning, transportation options, building requirements and waste services. Over the short-term, the five-year life of the Plan, the CCAP defines a path to slow GHG emissions growth – to reduce GHG emissions by 4% below 2007 levels by 2023. The CCAP also identifies a mid-target of 25% below 2007 levels by 2033 and a long-term target of 80% below 2007 levels by 2050. These targets, however, are below what the IPCC states are needed to be achieved to avoid catastrophic impacts. For the City to align with the IPCC 1.5°C recommendation, the mid-term target would have to be nearly doubled.

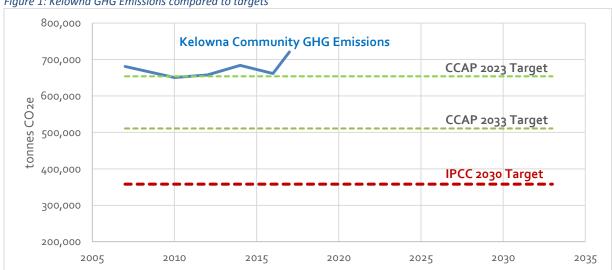


Figure 1: Kelowna GHG Emissions compared to targets

While GHG emissions may vary from year to year due to weather (e.g., a cold winter would require more natural gas use for heating), progress on achieving the CCAPs short-term target is questionable as illustrated in Figure 1, let alone being on course to achieve the IPCC's more aggressive goals. The City has not been able to achieve absolute GHG emissions reductions in line with the CCAP targets, which is paramount to limiting the extent and impact of climate change. Even when examining per capita GHG emissions, the community appears to have stalled and is not progressing in achieving reductions on a per person basis. With the community expected to grow by 50,000 residents by 2040 it is paramount that progress on reducing per capita GHG emission contributions far outpace the rate of population growth to ensure total GHG emissions decline.

Since its endorsement, the City has been working on implementing the actions outlined in the CCAP. Over seventy-eight per cent of the 47 actions are in progress, ongoing or complete (see Attachment A for the status of each CCAP action). In addition to those actions outlined in the CCAP, a summary of the diverse actions being taken across the organization was recently provided in the annual Climate

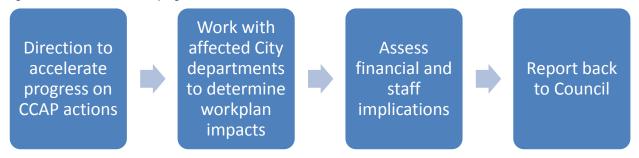
Action Revenue Incentive Program report. While it is imperative that everyone – residents, businesses, industry, and senior levels of government – take action to reduce GHG emissions, the City's actions and leadership are essential to support the transition to lower GHG emissions in Kelowna. Creating a complete, compact community with diverse transportation options while increasing energy efficiency and renewable energy in buildings will ultimately help progress climate action in the community over the long term.

Should Council choose to accelerate action to reduce GHG emissions, there are two options.

1. Accelerate progress on the CCAP

As outlined in Figure 2, staff could investigate the resources required (i.e., staff and financial commitments) to expedite the actions outlined in the Community Climate Action Plan. Attachment B summarizes some of the initiatives that are underway and provides examples of how these actions could be accelerated. Most of these examples are actions from the CCAP that have not yet started, do not have resources to implement, or were identified as an ambitious action. Others are examples from different communities that also could have significant impact. Some of the proposed actions would also need to be assessed to determine if there are community financial impacts and how those costs effect post COVID economic recovery.

Figure 2: Process to accelerate progress on CCAP



2. Align with IPCC's targets

Determining how to align with the IPCC's 1.5°C target is more complex as illustrated in Figure 3. The first step would be to investigate the resources required to revisit the CCAP's targets and undertake a process to develop and model the actions required to reduce GHG emissions by 45 per cent by 2030. As seen in other communities like Vancouver and Richmond, bold actions in transportation, buildings, and urban forestry are required to achieve this degree of GHG emissions reduction. Attachment B includes an additional column to provide examples of how the City could move beyond accelerating reductions to align with the IPCC targets. These examples are for discussion only and are inspired by other communities who are currently working towards this target. To fully understand what would be required to achieve the IPCC target, in-depth modelling and action development would have to be undertaken².

² Preliminary investigation indicates modelling and developing new actions to align with the IPCC would cost \$30,000+ depending on the level of engagement with the community. This cost is exclusive to modelling, and would not involve the development of a Low Carbon Resiliency Plan.

Agree to align with the IPCC recommendations to limit global warming to 1.5 °C by 2030

May include a Council Declaration of a Climate Emergency

Council may direct staff to determine what policy alignment would look like (normally with either added staff and/or financial commitments)

Revise community and corporate GHG emissions reduction targets

Many local governments have adopted the revised target of reducing community and corporate GHG emissions by 45-50% below 2007 levels by 2030

May also include a longer-term commitment to be net-zero (i.e., carbon neutral) by 2050.

Develop an action plan to achieve the revised GHG emissions reduction targets

Typically involves added resources (either staff and/or financial

commitments) to implement the plan

The second part of the Environmental Protection Council Priority result statement "greenhouse house gas emissions are decreasing" speaks to the leadership role the City plays in reducing its own corporate GHG emissions, which make up approximately one per cent of community GHG emissions. As presented during the *Climate Action Revenue Incentive Program* report provided at the June 1 PM Session (item 4.7), recent changes in utility billing revealed that some of the City's electricity and natural gas accounts were not included in the usage reports provided by FortisBC, resulting in corporate GHG emissions being under reported. Over the coming months, staff will reconcile the historical data so that a historical trend can be established to see how the City is progressing on its goal to reduce corporate GHG emissions by 12 per cent below 2007 levels by 2022 as identified in the *Corporate Energy and GHG Emissions Plan* (2018).

Environmental Protection Priority: Resiliency & adaptability to climate change

Typically results in a revised Climate Action Plan or an entirely new

plan (e.g., Climate Resiliency Plan).

Predictive modeling & forecasting Emergency response & preparation

Progress: On track: trending in the desired direction

The other three result statements that address Council's Environmental Protection Priority focus on forecasting, modelling and adapting so the community will be resilient to climate change. A changing climate has major consequences for local governments as they are the ones who are on the front lines of flooding, wildfires, and storms; responsible for infrastructure; provide first responder services; and educate and prepare residents.³ The extent of how much the climate will change depends on how well the global community is able to reduce GHG emissions in the near term as greenhouse gases that are released today can impact climate for years to come. A joint report commissioned and released earlier

³ Don Lidstone, QC and Ian Moore, September 25, 2019. "Declaring a Climate Emergency – Legal Issues" for Planning Institute of BC Climate Emergency Webinar.

this year by the regional districts in the Okanagan, *Climate Projections for the Okanagan Region*, models the changes that the Okanagan climate will experience over the coming decades. Significant changes are projected with hotter, drier summers; warmer winters; increased precipitation in all seasons except summer; and a shifting of the seasons.⁴

Each of the Environmental Protection priority result statements related to adaptation are trending in the right direction as various departments undertake initiatives to prepare our community. These include fuel modification in parks to reduce wildfire threat, improvements to stream channels to reduce flooding and changes in development standards to account for a changing climate. The City, however, does not yet have a Climate Adaptation Plan to provide comprehensive direction to prepare the community for the anticipated changes. If a decision is made to revisit the CCAP targets to align with the IPCC, there is an opportunity to create a low carbon resilience plan (also known as a climate ready future plan) at the same time, addressing both climate mitigation and adaptation concurrently.⁵

Other Environmental Protection Focus Areas:

Progress: To be determined

All the Council priorities related to environmental protection focus on climate mitigation (reducing greenhouse emissions) and adaptation (preparing for the impacts of climate change). To have a more robust understanding of the state of the environment in Kelowna, issues beyond climate must be considered (e.g. biodiversity, habitat loss, water resources, and air quality). Kelowna's natural environment is unique. The lakes, valley hillsides, streams and air draw many people to live and visit, contributing significantly to the local economy and as expressed through Imagine Kelowna, the community wants these assets protected. Kelowna's natural environment is susceptible to the impacts of human development and activity and ongoing impacts could have long term and irreversible consequences to the livability of the city.

Recently, the City has been working with the British Columbia Council for International Cooperation (BCCIC) as part of a pilot project to determine how local governments are progressing on the implementation and achievement of the UN Sustainable Development Goals. The UN Sustainable Development Goals (UN SDG) are 17 goals with a universal call to action to protect the planet, end poverty, and improve the lives and prospects of everyone, everywhere. Seven of the UN SDGs being tracked as part of the pilot project help provide a broader understanding of environmental protection in Kelowna. This includes goals related to protecting habitat on land and in water, waste reduction, air quality, and clean water. It is anticipated that BCCIC will have a report complete later this year at which time staff will provide an update to Council.

Ultimately, protecting the natural environment will help deliver on climate mitigation and adaptation goals. For example, preserving a streamside riparian area protects habitat and water quality, but it also

⁴ RDCO, RDNO, RDOS, Pinna Sustainability, February, 2020. Climate Projections for the Okanagan Region. https://pub-rdco.escribemeetings.com/filestream.ashx?DocumentId=2073

⁵ Preliminary investigation indicates the cost to develop a Climate Resiliency Plan would be \$150,000 +

⁶ Imagine Kelowna includes the following goals related to environmental protection: Protect land, water & air; preserve Okanagan Lake as a shared resource; embrace transportation options; grow vibrant urban centres and limit sprawl; protect agricultural land; and take action in the face of climate change.

⁷ United Nations Sustainable Development Goals: The Sustainable Development Agenda.

acts as a carbon sink to lower GHG emissions and provides an area to attenuate flood waters associated with climate change.

Conclusion:

Whether accelerating progress on the CCAP, identifying and implementing new actions to align with the IPCC, or undertaking a climate resiliency plan, all these initiatives would not only result in reduced GHG emissions, they would also achieve goals and deliverables outlined in other City plans and projects. For example, improving walking, bicycling and transit reduces GHG emissions from the transportation sector, but it also provides residents with diverse, affordable options to get around; reduces road congestion; reduces air pollution; and creates a more active community. Likewise, improving energy efficiency in buildings not only reduces energy usage and GHG emissions, it also reduces household energy costs and can improve indoor air quality, which aligns with the Healthy Housing Strategy.

During the last several months, COVID-19 has brought unprecedented changes to the world. While most of the changes have upheaved the systems and processes that serve us, favorably the world's response has had positive impacts on the global climate. It is estimated that daily global GHG emissions decreased by 17% in the peak of the COVID-19 pandemic restrictions in April 2020 compared with mean 2019 levels. While the circumstances of these improvements are not ideal, COVID-19 provides a glimpse of what could be accomplished with long term behavior change. This is an opportunity to leverage climate action for a strong economic recovery, while accelerating progress on emissions reductions. 9

The issue and challenges presented by climate change cannot be solved by local government alone. Senior government will need to regulate change and citizens will need to adjust their behavior. Local government, however, needs to lead in implementing plans, programs and services that will shift the community towards a low carbon lifestyle.

Internal Circulation:

Divisional Director, Planning & Development Services
Development Services Director
Development Planning Department Manager
Corporate Strategy & Performance Department Manager
Strategic Transportation Planning Manager
Energy Program Manager
Utility Planning Manager
Long Range Policy Planning Acting Manager

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⁸ Le Quéré, C., Jackson, R.B., Jones, M.W. *et al.* (2020). Temporary reduction in daily global CO₂ emissions during the COVID-19 forced confinement. *Nat. Clim. Chang.* (2020). https://doi.org/10.1038/s41558-020-0797-x.

⁹ BC Municipal Climate Leadership Council and the Community Energy Association. Policy Insights for COVID Job Creation infographic.

Considerations applicable to this report:

Existing Policy:

OCP Objective 6.2: Improve energy efficiency and reduce community greenhouse gas

emissions

OCP Policy 6.2.1

GHG Reduction Target and Actions. The City of Kelowna will, in partnership with senior governments; local residents and businesses; NGOs; external agencies; and utility providers, work towards reducing absolute community greenhouse gas emissions by:

- 4% below 2007 levels by 2023;
- 25% below 2007 levels by 2033;
- 80% below 2007 levels by 2050.

The City of Kelowna's efforts will be focused on creating a dynamic community that embraces sustainable transportation options, energy efficient buildings and vibrant urban centres.

City will support the reduced use of fossil fuels in buildings by encouraging renewable energy supplies, and energy efficient technologies in new and existing buildings.

The City will lead through example and strive to meet the BC Climate Action Charter Targets for the reduction of GHG emissions from municipal infrastructure.

OCP Policy 7.1.3

Greenhouse Gas Reduction Criteria. Incorporate greenhouse gas reduction criteria in infrastructure projects for evaluation / modeling and procurement.

OCP Policy 7.19.2 Energy Reduction Priorities. In working to reduce greenhouse gas emissions, place a primary focus on reducing demand, then prioritize further efforts in the following sequence: re-using waste heat, using renewable heat, and then finally on using renewable energy.

Financial/Budgetary Considerations:

Accelerating the actions provided in the Community Climate Action Plan will have implications financially and on staff resources. Staff need to investigate and discuss with impacted departments to understand the full resource implications.

Considerations not applicable to this report:

External Agency/Public Comments: Communications Comments: Legal/Statutory Authority: Legal/Statutory Procedural Requirements:

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CC:

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Development Services Director
Development Planning Department Manager
Corporate Strategy & Performance Department Manager
Strategic Transportation Planning Manager
Energy Program Manager
Utility Planning Manager
Long Range Policy Planning Acting Manager

Attachment A: Community Climate Action Plan Implementation Progress

Legend: Ongoing/ complete In progress Not started

Table 1: Progress of implementation actions to be undertaken with existing resources

Action #	Description	Action Status	Action Implementation Notes				
In progr	In progress or ongoing actions						
T1	Implement policy actions from the Pedestrian and Bicycle Master Plan	In Progress	Several of the policy recommendations are in progress including policy updates for bicycle parking, end of trip facilities, and driveway locations adjacent to active transportation corridors.				
T ₂	Implement capital projects from the Pedestrian and Bicycle Master Plan	Ongoing	In 2018 expanded the active transportation network by 5.7 km of buffered bike lanes, 12.5 km of multi-use path, 0.8 km of sidewalk, 3.0 km of bike lanes. 2019 Plans include 11.6 km of buffered bike lanes, 2.6 km of cycle tracks, 6.0 km of new bike lanes and 1.6 km of sidewalk.				
T ₃	Continue improving public transit service delivery	Ongoing	In 2018 restructured transit service to add a new route linking downtown to UBCO via Glenmore, bus service to University Heights, added 5,000 service hours.				
B1	Partner with FortisBC on delivery of programs	Ongoing	Promotion of rebates and FortisBC programs such as the 2019 Small Business Program. In 2020 the City is offering the <i>See the Heat</i> program where residents and City staff can borrow a thermal imaging camera to see heat loss in their homes (the program is funded by FortisBC). The City is also running a workshop for rental building owners/managers to educate them on FortisBC's Rental Apartment Efficiency Program.				
B2	Engage building community on regional Energy Step Code implementation strategy	Ongoing	Lake Country and Penticton implemented Energy Step Code for Part 9 buildings earlier in 2019. Kelowna regulations come into effect December 1, 2019 (i.e., Step 1 required for Part 9 residential buildings). Okanagan communities meet quarterly to discuss challenges and opportunities for regional collaboration.				
В3	Develop educational offerings to support transition to Energy Step Code	Ongoing	Energy Step Code Industry Workshop in the Spring of 2018. Energy Step Code Airtightness and Assembly Details training in the Fall of 2019. Worked with CHBA-CO to offer builder breakfast series on Energy Step Code. Offering internal training for Building Officials (i.e., Building Inspectors, Plan Checkers, and One Window staff).				
W1	Implement the 2017 Solid Waste Management Plan	Ongoing	Ongoing waste reduction programs happen annually such as composter sale, repair cafes, and trunk sales. The addition of two summer recycling ambassadors have increased outreach and education. The new waste contract will see compressed natural gas vehicles instead of gasoline.				
LU1	Update the Zoning and Traffic Bylaws to incentivize car sharing	In Progress	Proposed amendments to Zoning Bylaw have received 3 rd reading to allow parking requirement reductions in multi-family residential development that include car share vehicles. Will be presented to Council for final reading November 25 th , 2019.				

Action #	Description	Action Status	Action Implementation Notes
01	Implement the Urban Forestry Strategy	Ongoing	In 2019 the City sold 600 trees through NeighbourWoods for planting on private property. On public property, will plant 400 street trees, 100 trees along Mill Creek and 5,000 tree seedlings in various locations.
02	Implement the 2017 Agriculture Plan	Ongoing	As of fall 2019, 75% of the Plan's 52 actions are ongoing, in progress or complete.
03	Continue to implement the Clean Air Strategy	Ongoing	Ongoing programs include Safe Routes to School, Agricultural Chipping Program, Woodstove Exchange Program, and Mow/Chip It rebates. Initiated work on amendments to the Smoke Control Bylaw and initiated development of an Anti-idling Bylaw.
O ₅	Investigate options to fund climate mitigation and adaptation initiatives	Ongoing	 Recently received: Funding from Disaster Mitigation Adaptation Fund for the Mill Creek Off-Stream Storage Projects and Channel Conveyance Project. Grant from Pacific Institute for Climate Solutions to hire a student to develop climate adaptation policy for the OCP update. Grant from FortisBC to hire a Community Energy Specialist position for 2 years (to March 2021). Funding from FortisBC to support Energy Step Code training and See the Heat thermal imaging camera program. Federal grant and partnership with FortisBC to expand level 3 electric vehicle charging infrastructure.
O6a	Investigate developing a Climate Adaptation Plan	Ongoing	Okanagan Regional Districts are currently in process of modelling climate change impacts for the Okanagan area, with report expected early 2020. A water shortage modelling project is underway to compare water requirements versus supply. In 2020 staff will be investigating options for a Climate Adaptation Plan and potential funding sources.
Actions	to be implemented Years 0 – 2		
Т4	Develop a disruptive mobility strategy	In progress	A Disruptive Mobility Strategy has been drafted as part of the Regional Transportation Plan.
T ₅	If successful, expand the pilot community bike share program.	Ongoing	In 2019 developed and implemented bike share permit program. Four bikeshare companies with permits to operate in Kelowna (most using e-scooters).
T ₇	Update the Zoning Bylaw to restrict drive-through uses	Not started	
Т9	Implement an anti-idling bylaw	In progress	This is being developed as a regional initiative through the Regional Air Quality program.
T10	Investigate regulations and incentives for City parking to prioritize the use of alternative transportation modes	Ongoing	Council endorsed an updated Downtown Area Parking Plan, July 2019.
T12	Investigate options for a regional fuel tax	Not started	Funding sources will be explored as part of the implementation of the Regional Transportation Plan.
В5	Update Building Bylaw for part 9 buildings requiring Step Code 1 (April 2019) and Step Code 3 (Oct 2020)	Complete	Step 1 for Part 9 residential buildings comes into effect in Kelowna on December 1, 2019. Step 3 comes into effect June 1, 2021.
В6	Relax Zoning Bylaw setback requirements to allow thicker walls for Step 4 and 5 buildings	Complete	Final adoption of the zoning amendments completed June 17, 2018.

Action #	Description	Action Status	Action Implementation Notes
B ₇	Create a building permit fee rebate program for part 9 buildings for those achieving Steps 4 or 5	Complete	Endorsed as part of the Energy Step Code Implementation Strategy for Part 9 buildings on May 6, 2019. Also included a building permit fee rebate for modelling and blower door testing to encourage builders to use Step Code in advance of Step 1 coming into effect December 1, 2019.
B8	Investigate updating the OCP Development Permit Guidelines to include building energy efficiencies	In progress	The Urban Design Development Permit Guidelines will incorporate this as part of the OCP 2040 update.
LU ₂	Amend the Zoning Bylaw to establish updated parking minimums and maximums	In progress	Proposed amendments to Zoning Bylaw have received 3 rd reading to reduce parking minimums for several multi-family zones and urban centre commercial zones. Will be presented to Council for final reading November 25 th , 2019.
LU4	Coordinate land use and transportation planning through OCP and transportation plans	In progress	Both the OCP update and Transportation Master Plan are coordinated and in progress.
LU ₅	As part of the OCP update, reinforce the Permanent Growth Boundary (PGB)	In progress	Council endorsed the growth scenario on March 4 th that reinforces the PGB and focuses on infill and redevelopment in the Core Area and no new suburban areas are identified for new development.
LU6	As part of the OCP update, evaluate a more compact growth strategy	In progress	Council endorsed the growth scenario on March 4 th that reinforces the PGB and focuses on infill and redevelopment in the Core Area and no new suburban areas identified for new development. Draft Future Land Use map presented to Council on August 12, 2019.
LU8	Investigate amendments to Bylaw 7900 to include pedestrian connectivity	In progress	Bylaw 7900 updates separated into 2 components. The first is immediate actions which is currently in draft form. The second is structural change which will be drafted later in 2020.
LU9	Incorporate a policy into the Official Community Plan to design neighbourhoods through a systems approach.	In progress	Being considered as part of the policy development for the OCP 2040 update.
04	Amend the landscape regulations in both Zoning and Subdivision Bylaws to include tree protection and replacement requirements.	Not started	
O10	Investigate the opportunity to use treated effluent from the WWTF for irrigation	In progress	Pilot project in 2020 to water WWTF fields with treated effluent.
012	Investigate opportunities in the Cultural Plan update to incorporate climate change messaging through artistic work.	In progress	Culture Plan update is in progress.
Actions	to be implemented Years 3 – 5		
LU ₇	Investigate options to amend OCP policy and Zoning regulations for shared parking facilities in new and existing developments	Not started	
08	Investigate adopting both a private and heritage tree protection bylaw	In progress	Development Planning is drafting a Private Tree Protection Bylaw.

Table 2: Progress of implementation actions to be undertaken requiring additional resources

Action #	Description	Action Status	Action Implementation Notes
In progr	ress or ongoing actions		
Т8	Through the TDM review project, enhance Kelowna's TDM program	Not started	Options for TDM program offerings are being explored as part of the Transportation Master Plan project.
011	Investigate implementing or expanding education and engagement campaigns	Not started	Options to improve education and engagement are being explored as part of the Transportation Master Plan project.
Actions	to be implemented Years 0-2		10
Т6	Develop an electric vehicle strategy	In progress	 Preliminary work has been undertaken, and the community strategy is expected to be developed in 2020. Work continues with FortisBC to expand the EV charging network. Submitting a federal ZEVIP application with FortisBC to get funding for up to 17 Level 2/3 chargers for fleet and workplace. Will expand the public Level 2 charging network by up to eight with \$135,000 budget for Parking Services
B4	Develop a community energy retrofit strategy	In progress	 Preliminary work has been undertaken. Stakeholder engagement in Summer 2020. Expected by end of 2020. See the Heat Thermal Imaging Public Campaign to be launched Winter 2020. The City contributes to the Municipal Top Up Program for EnerGuide assessments through provincial Better Homes BC program. Partnering with Natural Resources Canada (NRCan) to develop a prototype of the Canadian Energy End Use Map which would give the City better insight into energy and emissions from buildings at the parcel level, and potential retrofit packages for different housing archetypes.
В9	Investigate options to implement Energy Step Code for Part 3 buildings once available	In progress	 Hosted an Energy Step Code Solutions Lab for Part 3 buildings for stakeholders in September 2019. Draft Implementation Strategy near completion.
B10	Investigate adopting Steps 4 and 5 for part 9 buildings once Province makes it available	Not started	Province currently allows communities to adopt up to Step 3 (and incentivize beyond this). Action will be delayed until provincial regulations allow and success of Kelowna's Step 1 and 3 implementation is determined.
B11	Investigate financing models to support city-wide deep energy retrofits	In progress	Working with NRCan to assess financing options as part of the Canadian Energy End Use mapping prototype project (e.g., Green Municipal Fund Community Efficiency Financing).
Actions	to be implemented Years 3 – 5		
T11	Investigate options to integrate alternative fuels into fleets such as transit.	In progress	New waste hauling contract will utilize compressed natural gas vehicles to reduce emissions. The City is looking at a pilot project to add a Level 3 electric vehicle charger for the Yards facility for fleet vehicles.
LU ₃	Apply an infrastructure cost analysis to major OCP amendments and ASP applications	In progress	Model City Infrastructure is in a pilot phase, ultimately it will be utilized as part of the review of major OCP amendments / ASP applications.

Action #	Description	Action Status	Action Implementation Notes
RE1	Investigate opportunities to increase both supply and demand of Renewable Natural Gas	In progress	Conducted a biogas feasibility study as part of the Wastewater Treatment Anaerobic Digestion Options Analysis.
O6b	Develop a Climate Adaptation Plan	Not started	
07	Investigate doing a Green Economy Study	Not started	
09	Investigate process improvements to ensure that tree planting requirements are executed through site construction	Not started	

Table 3: Summary of CCAP Progress

	Actions with existing resources			Actions with additional resources				
	Ongoing / Complete	In progress	Not started	Total actions	Ongoing / Complete	In progress	Not started	Total actions
Years 0 – 2 (2018 – 2020)	11	2	0	13	0	0	2	2
Years 0 – 2 (2018 – 2020)	5	11	3	19	0	4	1	5
Years 3 – 5 (2021 – 2023)	0	1	1	2	0	3	3	6
Total	16	14	4	34	o	7	6	13

Attachment B: Examples of how to accelerate GHG emissions reduction or align with the IPCC's 1.5°C target

	What we are doing	Accelerate progress	Examples of options to
		(requires additional staff and/or	align with 1.5 degrees
		financial resources)	(requires additional staff and financial
			resources)
Overall	Community Climate Action Plan	Accelerate the implementation timeline	Revisit the plan to develop targets and actions that align with 1.5°C.
	Develop an Electric	Accelerate implementation of the EV	Support and implement policy and
	Vehicle Strategy (CCAP	Strategy once complete	programs so that by 2030 over half of
	Action T6)		all vehicle kilometers traveled are zero
			emission vehicles (e.g., rapid expansion
			of public EV charging infrastructure,
			retrofit existing multifamily with EV charging facilities, provide incentives
			for EV vehicle purchase, support the
			emergence of small electric vehicles
			such as e-scooters and e-bikes).
	Continue improving	Expand transit service and delivery	Service all frequent transit corridors as
	public transit service		identified in the draft 2040 OCP Future
	delivery (CCAP Action		Land Use Map. Support transit
	T ₃)		recommendations in the draft Regional
			Transportation Plan. Support increased
			transit investment in the upcoming Transportation Master Plan. By 2030
			majority of residents have easy access
			to frequent transit.
	Implement capital	Accelerate implementation of the	Invest more into alternative
	projects from the	Pedestrian and Bicycle Master Plan	transportation, prioritizing alternative
	Pedestrian and Bicycle	through additional investments to	modes through proximity, connectivity
The way we	Master Plan (CCAP	make the community more walkable.	and urban design (CCAP Ambitious
get around	Action T ₂)		Action AA2), accelerating the PBMP
			implementation. Support increased investment in neighbourhood streets
			and bicycling in the upcoming
			Transportation Master Plan.
			By 2030 most residents are within an
			easy walk / cycle of their daily needs.
	-	Conduct a regional study to determine	Implement transportation pricing
		local feasibility, effectiveness and	strategies once regulatory tools available.
		legislative authority for transportation pricing strategies for vehicle kilometers	avallable.
		traveled and/or fuel consumption.	
		(CCAP Ambitious Action AA ₃)	
		Reducing idling by Implementing an	
		anti-idling bylaw (CCAP Action T9) and	
		Update the Zoning Bylaw to restrict	
		drive-through uses (CCAP Action T7)	
		Encourage flexible work from home	Investigate options for a regional fuel
		policies with major employers in Kelowna to reduce VKT.	tax (CCAP Action T12)
		Relowing to reduce VKT.	

	What we are doing	Accelerate progress (requires additional staff and/or financial resources)	Examples of options to align with 1.5 degrees (requires additional staff and financial resources)
		Enhance Kelowna's TDM program (CCAP Action T8) by promoting shared and new mobility options to maximize availability of these modes to residents and visitors.	·
	 Implemented Step 1 of Energy Step Code for Part 9 buildings (and advance to Step 3 in 2021) (CCAP Action B5) Developing implementation strategy for Part 3 buildings. (CCAP Action B9) 	Investigate adopting upper steps (i.e., Steps 4 and 5 for part 9 buildings; Steps 3 or 4 for Part 3 buildings) once the Province makes it available and develop an implementation timeline (CCAP Action B10)	 Require the highest steps of Energy Step Code for Part 9 and Part 3 buildings so that the thousands of buildings constructed between now and 2032 (when the Province fully implements the Energy Step Code) incorporate efficiency measures which will have lasting impacts to building performance. (CCAP Ambitious Action AA3). Use the Energy Step Code framework to incentive low carbon energy systems and/or low GHG intensity
The energy we use in buildings	Developing a Community Energy Retrofit Strategy (CCAP Action B4)	 Investigate financing models and provide municipal incentives to support city-wide deep energy retrofits to target 1 per cent of the existing building stock with a minimum 30 per cent improvement in energy efficiency (CCAP Action B10) Encourage home energy labelling at the time of lease or sale. 	 Lobby Province so that by 2030 all new and replacement heating and hot water systems are zero emission. Aim to have 10 per cent of the existing building stock retrofitted annually, achieving at least a 30 per cent improvement in energy efficiency Provide more generous financial incentives for energy efficient and/or low GHG emission technology (e.g., electric air-source heat pumps, deep energy retrofit packages)
		Encourage major commercial and industrial businesses to report on their GHG emissions.	
The waste we create	Implement the Solid Waste Reduction Plan (CCAP Action W1)	Incorporate new programs (such as household organics diversion and composting) to accelerate implementation of the Solid Waste Management Plan (i.e. to reduce per capita disposal from 681 to 600 kg/capita prior to 2022)	Transition to a circular economy to maximize value of resources and minimize waste.
		Investigate and if feasible implement a digestion process to reduce biosolid volume at the Wastewater Treatment Facility (WWTF)	Implement a digestion process to reduce biosolids and produce renewable natural gas.
Planning our Community	Develop 2040 OCP in conjunction with TMP (CCAP Action LU4) Other related CCAP actions include B8, LU5, LU6)	Accelerate implementation of the OCP (once complete)	Incorporate revised GHG emissions reduction targets and associated actions in the OCP.

	What we are doing	Accelerate progress (requires additional staff and/or financial resources)	Examples of options to align with 1.5 degrees (requires additional staff and financial resources)
		Amend OCP Policy and Zoning Regulations for shared parking facilities in new and existing developments (CCAP Action LU7)	
	Apply an infrastructure cost analysis to major OCP amendments (i.e. Model City) (CCAP Action LU3)	Prohibit new subdivisions on lands that are not already zoned as identified in the growth strategy for the 2040 OCP Update.1	
The Energy We Generate		Work with others to develop low carbon energy alternatives such as renewable natural gas, district energy, solar and geothermal.	Transition to 100% renewable energy by 2050
	Investigate developing a Climate Adaptation Plan (CCAP Action O6a)	Develop a Climate Adaptation Plan (CCAP Action O6b)	Develop a Low Carbon Resiliency Plan ² to include actions for climate mitigation (including more aggressive targets), adaptation and resiliency.
		Investigate the amount of other emissions not addressed in the CCAP (e.g. embodied carbon in construction, emissions from various land use activities, etc.) and develop strategies the City can implement to reduce emissions.	
Other	Tree Protection Bylaw (CCAP Action O8)	Amend landscape regulations in both Zoning and Subdivision Bylaws to include tree protection and replacement requirements (CCAP Action O4)	
	Implement Urban Forestry Strategy (CCAP Action O1)	Update the Urban Forestry Strategy and then implement	Develop and implement a plan to plant trees and protect forests and green space with the intent of sequestering carbon to vastly reduce emissions.
	Investigate options to "green" the Subdivision and Servicing Bylaw to utilize green infrastructure in development	Expand use of green infrastructure to mitigate and adapt to climate change. Ecological systems, both natural and engineered, designed to mimic natural processes by providing social, economic and environmental benefits.	Maximize the use of green infrastructure
		Implement climate education and engagement campaigns (CCAP Action O11)	

¹

¹ City of Kelowna. Official Community Plan 2040 Growth scenario overview. https://www.kelowna.ca/sites/files/1/docs/growth_scenario_overview_ocp_tmp_2019.pdf

² COP₂₃ Fiji. https://cop₂₃.com.fj/mitigation-adaptation-resilience/ The three pillars of the response to global warming: 1. Mitigation: slowing the rate of global warming 2. Adaptation: taking steps to live with the effects of global warming 3. Resilience: become more resilient to the effects of climate change.



Update on Environmental Protection Council Priority

June 2020





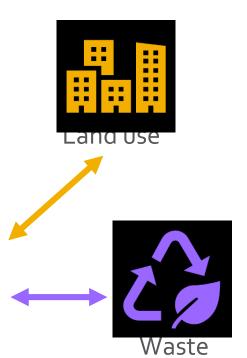
Parks



Buildings



Environment & climate connections









Drinking water



Kelowna's natural environment

- ▶ 27 creeks
- ▶ 200 wetlands
- Ecosystems for fish and wildlife
- Habitat for rare and threatened plant and animal species
- ▶ 28% assessed as sensitive
- Critical migration corridor
- Good air quality



Assessing progress on environmental protection

- ► Clean water
- ► Clean air
- ► Clean energy
- ► Habitat protection
- ▶ Biodiversity
- ▶ Waste reduction
- ► Climate mitigation
- ► Climate adaptation

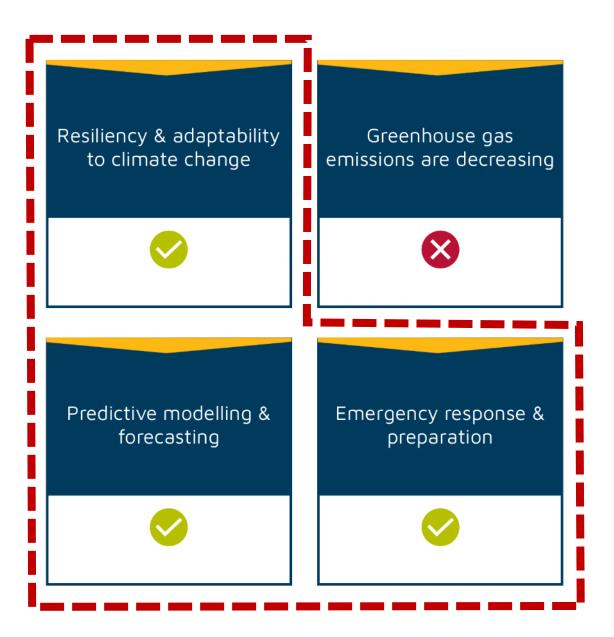


Assessing progress on environmental protection

- ▶ Clean water
- ▶ Clean air
- ► Clean energy
- ► Habitat protection
- ▶ Biodiversity
- ▶ Waste reduction
- Climate mitigation
- ► Climate adaptation



Council
Priority:
Environmental
Protection



Climate projections



Warmer temperatures



Drier summers



Longer growing season



Warmer winters



More precipitation



Shifting Seasons



Adaptation, modeling, response progress

- ▶ Fuel modification
- ▶ Flood models
- ► Irrigation water consumption predictor
- ▶ Improvements to stream capacity
- ► Changes to development standards

Adaptation options

- Climate adaptation plan
 actions to live with the effects of global warming
- b. Climate resiliency plan mitigation and adaptation to become resilient to climate change



Council Priority: Environmental Protection



Council Priority Environmental protection

Greenhouse gas emissions are decreasing



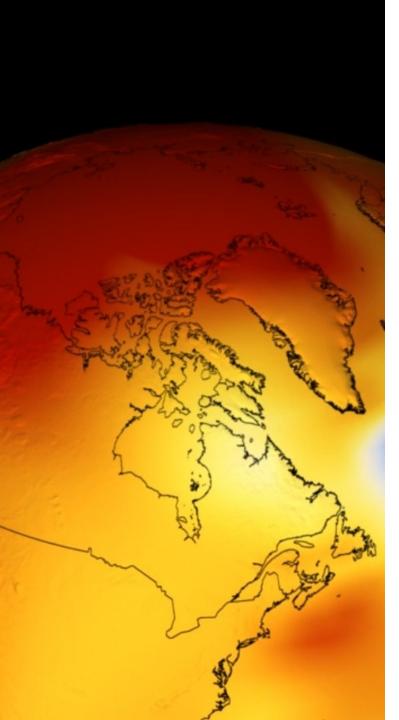
Corporate GHG emissions

▲2. Community GHG emissions

Corporate GHG Emissions

- Account for approx. 1% of community GHG emissions
- Historical corporate GHG emissions data being reconciled to establish performance trend

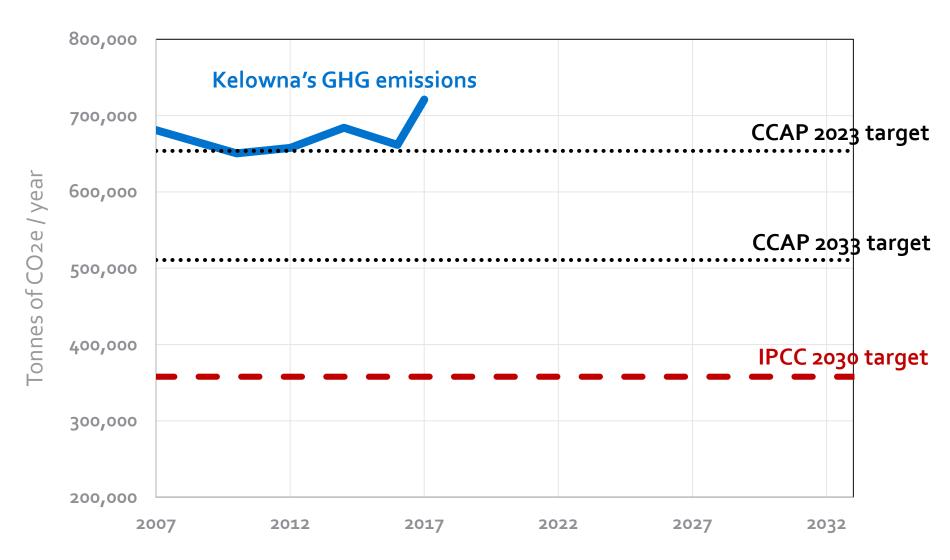




Global Emissions

- Reduce GHG emissions by 45% by 2030
- ▶ Limit warming to 1.5 degrees
- Unprecedented change needed for land use, transportation and buildings
- Local governments investigate how to accelerate GHG reduction or determining actions to align with IPCC

Kelowna's community GHG emissions



CCAP progress

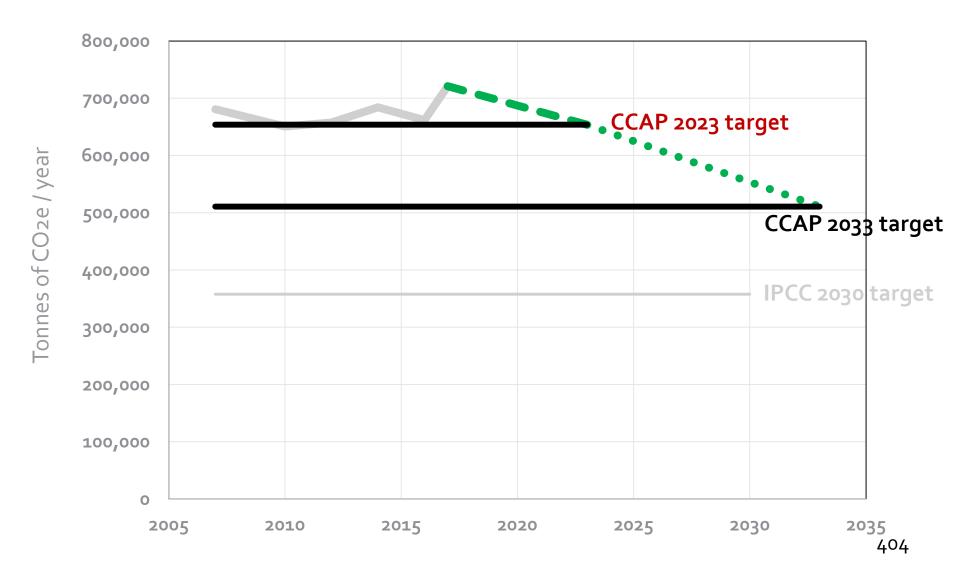
	Actions with existing resources				Actions with additional resources			
	Ongoing/ Complete	In progress	Not started	Total actions	Ongoing/ Complete	In progress	Not started	Total actions
Ongoing	11	2	0	13	0	0	2	2
Years o - 2 (2018 - 2020)	5	11	3	19	0	4	1	5
Years 3 - 5 (2021 – 2023)	0	1	1	2	0	3	3	6
Total	16	14	4	34	0	7	6	13



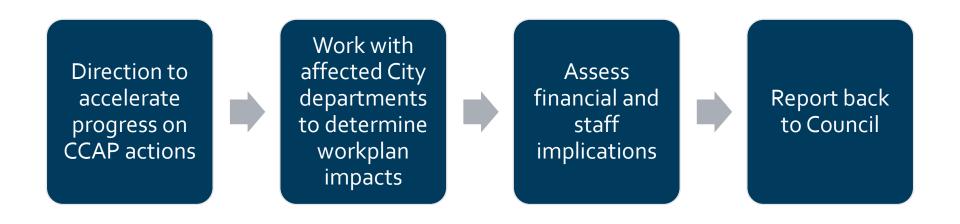
GHG Emissions Reduction Options



Option: Accelerate Progress on CCAP



Option: Accelerate Progress on CCAP



Example: Accelerate Progress for Transportation

What we are doing

Accelerate progress

Accelerate implementation of the EV Strategy once complete



Example: Accelerate Progress in **Buildings**

What we are doing

Developing a Community Energy Retrofit Strategy (CCAP Action B4)

Accelerate progress

Investigate financing models and provide municipal incentives to support city-wide deep energy retrofits (CCAP Action B10)



Example: Accelerate Progress for Planning

What we are doing

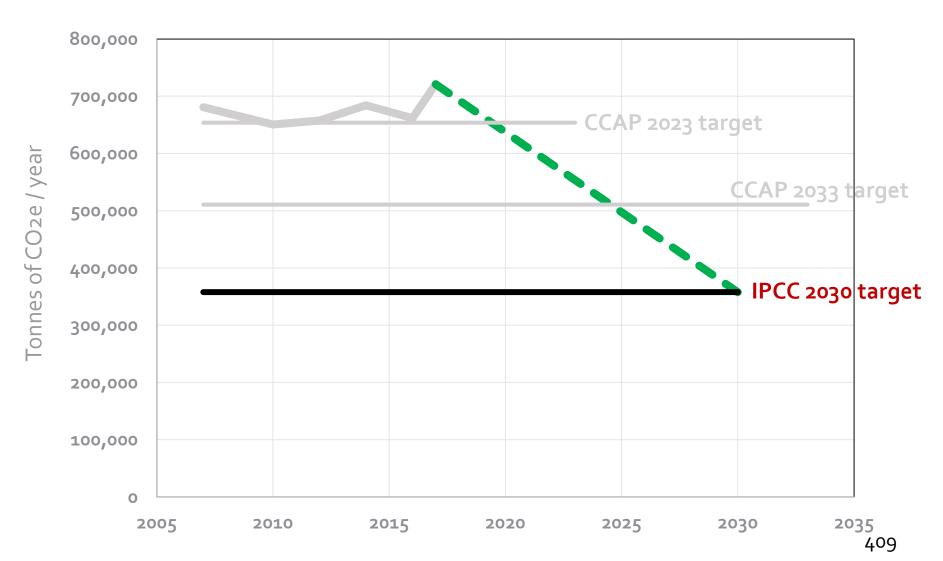
CCAP Action LU4)

Accelerate progress

Accelerate implementation of the OCP (once complete)



Option: Align with IPCC targets



Option: Align with IPCC targets

Agree to align with the IPCC recommendations to limit global warming to 1.5 °C by 2030

May include a Council Declaration of a Climate Emergency

Council may direct staff to determine what policy alignment would look like (normally with either added staff and/or financial commitments)



Revise community and corporate GHG emissions reduction targets

Most local governments have adopted the revised target of reducing community and corporate GHG emissions by 45-50% below 2007 levels by 2030

May also include a longer-term commitment to be net-zero (i.e., carbon neutral) by 2050.



Develop an action plan to achieve the revised GHG emissions reduction targets

Typically results in a revised Climate Action Plan or an entirely new plan (e.g., Climate Resiliency Plan).

Typically involves added resources (either staff and/or financial commitments) to implement the plan

Example policies to align with IPCC



By 2030, over half of the kilometres driven on Kelowna's roads will be by zero emissions vehicles.



Increase bicycle ridership and micro electric mobility to reach 10% of all trips taken by 2030, with further increases to 2050.



Each year, 10% of existing residential buildings will receive deep energy retrofits.

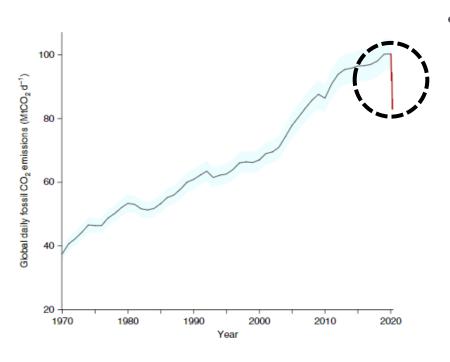


All new buildings will meet the top performance level of the BC Energy Step Code by 2025, with incentives for new buildings to install low-carbon energy systems.



By 2025, all new and replacement heating and hot water systems will be zero emissions.

GHG Emissions During COVID-19



- Government policies during COVID-19 restrictions reduced transportation and changed consumption patterns
 - Daily CO₂ emissions decreased by 17% at the peak of restrictions in April
 - 2020 annual CO2 emissions reduction expected between 4-7%



Questions?

For more information, visit **kelowna.ca**.

DRAFT RESOLUTION

Re: Reinstatement of Council Advisory Committees

THAT Council reinstate the duties and meetings of the Agricultural Advisory Committee, Airport Advisory Committee, and Heritage Advisory Committee;

AND THAT the Advisory Committees of Council meet in accordance with the public health orders and guidelines until the Government of British Columbia lifts orders restricting the gathering of people.

BACKGROUND:

In response to the COVID-19 pandemic and associated restrictions, Council suspended the Agricultural Advisory Committee, Airport Advisory Committee, and Heritage Advisory Committee on March 23, 2020. Applications proceeded through the development review and approval process without consideration by the relevant committees since that time. With some restrictions being lifted and more guidance and options available for holding Council and committee meetings to meet public health guidelines, the Advisory Committees of Council may be reinstated. Meetings may be held electronically, in-person, or a combination of the two and other procedures may be adjusted to ensure public health orders and guidelines are met or exceeded.

Date: June 15, 2020