City of Kelowna Regular Council Meeting AGENDA

Tuesday, June 23, 2020 7:00 pm Council Chamber City Hall, 1435 Water Street

1. Call to Order

2. Reaffirmation of Oath of Office

The Oath of Office will be read by Councillor DeHart.

3. Confirmation of Minutes

Public Hearing - June 2, 2020 Regular Meeting - June 2, 2020

4. Development Permit and Development Variance Permit Reports

Mayor to invite anyone in the public gallery who deems themselves affected by the required variance(s) to come forward for each item.

4.1 START TIME - 7:00 PM - Leon Ave 815-831, BL12007 (OCP20-0001) - 1409493 Alberta 12 - 12 Inc., Inc.No. 2014094938

Requires a majority of all members of Council. (5)

To adopt Bylaw No. 12007 in order to amend the Official Community Plan for the subject property.

4.2 START TIME - 7:00 PM - Leon Ave 815-831, BL12008 (Z20-0001) - 1409493 Alberta 13 - 13 Inc., Inc. No. 2014094938

To adopt Bylaw No. 12008 in order to rezone the subject property.



1 - 11

Pages

4.3	START TIME - 7:00 PM - Leon Ave 815 - DP20-0003 DVP20-0004 - 815 Leon Developments Ltd., Inc.No. BC1053909	14 - 111
	Mayor to invite anyone in the public gallery who deems themselves affected by the required variance(s) to come forward for each item.	
	To consider a Development Permit for the form and character of a 6 ½ storey apartment building; and to consider a Development Variance Permit to vary the following: 1) Site coverage; 2) Front yard setback; 3) Minimum landscape buffer at rear yard; 4) Vehicle parking stall requirement; and 5) Location of car-share vehicle.	
4.4	START TIME - 7:30 PM - Benvoulin Road 2175 - DP20-0025 DVP20-0026 - National Society of Hope, Inc. No. S0025475	112 - 152
	Mayor to invite anyone in the public gallery who deems themselves affected by the required variance(s) to come forward for each item.	
	To consider the form and character of a multi-family residential development and to consider a variance to increase the maximum height of the principal building.	
4.5	START TIME - 8:00 PM - KLO Rd 710, 720 and Richter St 2959, 2963, BL11870 (OCP19- 0003) - KGI Kingsway Homes Ltd.	153 - 153
	Requires a majority of all members of Council. (5)	
	To amend and adopt Bylaw No. 11870 in order to change the Future Land Use designation from MRL - Multiple Unit Residential (Low Density) to MRM - Multiple Unit Residential (Medium Density).	
4.6	START TIME - 8:00 PM - KLO Rd 710, 720 and Richter St 2959, 2963, BL11871 (Z19- 0055) - KGI Kingsway Homes Ltd.	154 - 154
	To amend and adopt Bylaw No. 11871 in order to rezone the subject property from RU6 - Two Dwelling Housing and RM1 - Four Dwelling Housing zone to the RM5 - Medium Density Multiple Housing zone.	
4.7	START TIME - 8:00 PM - KLO Rd 710, 720 and Richter St 2959, 2963 - DP19-0062 DVP19-0063 - KGI Kingsway Homes Ltd., Inc. No. BC1154888	155 - 193
	Mayor to invite anyone in the public gallery who deems themselves affected by the required variance(s) to come forward for each item.	
	To issue a Development Permit and Development Variance Permit for the form and character of multiple dwelling housing, with variances to site coverage and height.	
4.8	START TIME - 8:45 PM - Pandosy St 2169 - Rescind Housing Agreement	194 - 195
	To consider repealing the Rental Housing Agreement Bylaw for the subject property.	

To consider repealing the Rental Housing Agreement Bylaw for the subject property.

4.9 START TIME - 8:45 PM - Pandosy St 2169 - BL10624, (Housing Agreement)

196 - 196

To rescind Housing Agreement Authorization Bylaw. No. 10624.

4.10 START TIME - 8:45 PM - Pandosy St 2169 - DP19-0165 DVP19-0166 - Pandosy Street 197 - 295 Developments Ltd, Inc No. BC0689792

Mayor to invite anyone in the public gallery who deems themselves affected by the required variance(s) to come forward for each item.

To issue a Development Permit for form and character of a commercial building, hotel and associated parking structures and a Development Variance permit for a reduction in the rear yard setback and increase in height and site coverage.

- 5. Reminders
- 6. Termination



City of Kelowna Public Hearing Minutes

Date:Tuesday, June 2, 2020Location:Council ChamberCity Hall, 1435 Water Street

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

Members Participating Councillor Hodge Remotely

Staff Present City Manager, Doug Gilchrist; City Clerk, Stephen Fleming*; Deputy City Clerk, Laura Bentley*; Divisional Director, Planning & Development Services, Ryan Smith; Community Planning & Development Manager, Dean Strachan; Legislative Coordinator (Confidential), Clint McKenzie

1. Due to COVID-19 a Public Hearing Agenda will also Include Regular Council Meeting Items

2. Call to Order the Regular Meeting

Mayor Basran called the meeting to order at 4:03 p.m.

Mayor Basran advised that the purpose of the Hearing is to consider certain bylaws which, if adopted, will amend "*Kelowna 2030* - Official Community Plan Bylaw No. 10500" and Zoning Bylaw No. 8000", and all submissions received, either in writing or verbally, will be taken into consideration when the proposed bylaws are presented for reading at the Regular Council Meeting which follows this Public Hearing.

3. Individual Bylaw Submissions

3.1 START TIME - 4:00 PM - (S Of) Academy Way - Vint Road - OCP20-0009 (BL12031) and Z19-0056 (BL12032)

Staff:

- Displayed a PowerPoint Presentation summarizing the application.

Gina Palmer - Ave SE Calgary, Applicant, Architect

Dave Cullen, CTQ Consulting

- Provided introductory remarks.

- Displayed a PowerPoint presentation.

- Provided rationale for rental nature of the project.
- Provided comments on the landscaping.

- The architect provided comments on the form and character.

- Provided comment on issues raised in the correspondence.

- Provided comments on the servicing.
- Responded to questions from Council.

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

Gallery:

Evan Hansen - Strata President, Deerhurst Estates

- Opposed the application.

- Raised issues with traffic safety concerns and general lack of transit options.

Dave Cullen, CTQ in response

- Commented on the bus service in the area as it is expanding and will continue to expand.

- Recognized there are speed issues on Academy Way, additional traffic will help slow traffic speeds.

- Anticipate continuing growth at UBCO.

- responded to questions from Council.

There were no further comments.

4. Termination

The meeting was declared terminated at 4:32 p.m.

5. Call to Order the Regular Meeting

Mayor Basran called the meeting to order at 4:32 p.m.

6. Bylaws Considered at Public Hearing

6.1 START TIME - 4:00 PM - Academy Way, BL12031 (OCP20-0009) - Whitfield Hall Developments Inc., Inc No. A0096060

Moved By Councillor DeHart/Seconded By Councillor Stack

(R0416/20/06/02) THAT Bylaw No. 12031 be read a second and third time.

Carried

6.2 START TIME - 4:00 PM - Academy Way, BL12032 (Z19-0056) - Whitfield Hall Developments Inc., Inc No. A0096060

Moved By Councillor DeHart/Seconded By Councillor Stack

(Ro417/20/06/02) THAT Bylaw No. 12032 be read a second and third time.

Carried

The meeting was declared terminated at 4:45 p.m.

8. Call to Order the Public Hearing - 4:30 PM - TA20-0014 Amendment to Fencing Regulations

Mayor Basran called the Hearing to order at 4:45 p.m.

Mayor Basran advised that the purpose of the Hearing is to consider certain bylaws which, if adopted, will amend "*Kelowna 2030* Zoning Bylaw No. 8000", and all submissions received, either in writing or verbally, will be taken into consideration when the proposed bylaws are presented for reading at the Regular Council Meeting which follows this Public Hearing.

9. Individual Bylaw Submission

9.1 START TIME - 4:30 PM - TA20-0014 Amendment to Fencing Regulations

Staff:

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

The Applicant was present and available for questions.

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

No one from the Gallery came forward.

There were no further comments.

10. Termination

The meeting was declared terminated at 4:45 p.m.

11. Call to Order the Regular Meeting

Mayor Basran **c**alled the meeting to order at 4:50 p.m.

12. Bylaws Considered at the Public Hearing

12.1 START TIME - 4:30 PM - BL12030 (TA20-0014) - Amendment to Fencing Regulations

Moved By Councillor Wooldridge/Seconded By Councillor Given

Ro418/20/06/02) THAT Bylaw No. 12030 be read a second and third time.

Councillor Stack - Opposed

13. Termination

The meeting was declared terminated at 4:50 p.m.

14. Development Permit and Development Variance Permit Reports

14.1 START TIME - 4:50 PM - Uplands Dr 368, BL12002 (Z19-0141) - Nicole Gosselin Call to order 4:50 p.m.

Moved By Councillor Wooldridge/Seconded By Councillor Singh

(R0419/20/06/02) THAT Bylaw No. 12002 be adopted.

Carried

14.2 START TIME - 4:50 PM - Uplands Dr 368, DVP19-0239 - Nicole Gosselin

Staff:

- Displayed a PowerPoint Presentation summarizing the application.

The Applicant was present and available for questions.

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

No one from the Gallery came forward.

There were no further comments.

Moved By Councillor Wooldridge/Seconded By Councillor Donn

(R0420/20/06/02) THAT final adoption of Rezoning Bylaw No. 12002 be considered by Council;

AND THAT Council authorizes the issuance of Development Variance Permit No. DVP19-0239 for Lot 2 Section 23 Township 28 SDYD Plan 42738 located at 368 Uplands Drive, Kelowna, BC;

AND THAT variances to the following section of Zoning Bylaw no. 8000 be granted:

Section 9.5b.1(g): Carriage House Regulations

To vary the maximum height for a carriage house from 4.8m allowed to 7.3m proposed.

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

The meeting adjourned at 4:55 p.m.

The meeting reconvened at 5:10 p.m.

Carried

14.3 START TIME - 5:10 PM - Borden Ave 921, DVP20-0021 - Davara Holdings Ltd., INC. NO. BC0797640

Staff:

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

The Applicant was present and available for questions.

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

No one from the Gallery came forward.

There were no further comments.

Moved By Councillor Given/Seconded By Councillor DeHart

(R0421/20/06/02) THAT Council authorizes the issuance of Development Variance Permit No. DVP20-0021 for Lot 1 District Lot 138 ODYD Plan 3242, Kelowna, BC;

AND THAT variances to the following sections of Zoning Bylaw no. 8000 be granted:

Section 8.2.3: Off-Street Parking Regulations – Parking Setbacks

To vary the minimum side yard parking setback from 1.5m required to 0.0m proposed.

Section 8.1.5: General Provisions and Development Standards

To vary the required physical barrier screen for the parallel parking on the flanking lane.

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

Carried

The meeting adjourned at 5:14 p.m.

The meeting reconvened at 5:40 p.m.

14.4 START TIME - 5:40 PM - Abbott St 2318, DVP20-0100 - Lothar and Colleen Sondermann

Staff:

- Displayed a PowerPoint Presentation summarizing the application.

The Applicant was present and available for questions.

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

No one from the Gallery came forward.

There were no further comments.

Moved By Councillor Wooldridge/Seconded By Councillor Donn

(Ro422/20/06/02) THAT Council authorizes the issuance of Development Variance Permit No. DVP20-0100 for Lot 5 District Lot 14 ODYD Plan 9305, located at 2318 Abbott Street, Kelowna, BC;

AND THAT variance to the following section of Zoning Bylaw No. 8000 be granted;

Section 13.1.6(e): RU1 - Large Lot Housing - Development Regulations

To vary the required rear yard setback from 7.5m required to 4.4m proposed for the construction of a new covered patio.

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

Carried

15. Terminate

The meeting was declared terminated at 5:41 p.m.

Mayor Basran

City Clerk

Deputy City Clerk

/cm



City of Kelowna Regular Meeting Minutes

Date:Tuesday, June 2, 2020Location:Council ChamberCity Hall, 1435 Water Street

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

Staff Present City Manager, Doug Gilchrist; City Clerk, Stephen Fleming*; Deputy City Clerk, Laura Bentley*; Divisional Director, Planning & Development Services, Ryan Smith; Development Planning Department Manager, Terry Barton; Planner Specialist, Adam Cseke; Legislative Coordinator (Confidential), Clint McKenzie

(*Denotes partial attendance)

1. Call to Order

Mayor Basran called the meeting to order at 7:00 p.m.

2. Reaffirmation of Oath of Office

The Oath of Office was read by Councillor Stack.

3. Confirmation of Minutes

Moved By Councillor Wooldridge/Seconded By Councillor Hodge

(Ro423/20/06/02) THAT the Minutes of the Public Hearing and Regular Meeting of May 12, 2020 be confirmed as circulated.

Carried

4. Development Permit and Development Variance Permit Reports

4.1 START TIME - 7:00 PM - Bernard Ave 560 -592 DP19-0064 and DVP19-0065 - Mission Group Holdings Ltd., Inc. No. BC0993483

Staff:

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

Luke Turri, Mission Group, Applicant

- Made introductory comments

- Displayed a video that expressed the overall comprehensive plan and design principles
- Responded to questions from Council.

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

No one from the Gallery came forward.

Staff responded to questions from Council.

There were no further comments

Moved By Councillor Given/Seconded By Councillor Stack

(Ro424/20/06/02) THAT Council authorizes the issuance of Development Permit No. DP19-0064 for Lot 1, District Lot 139, ODYD, Plan EPP96156, located at 560-592 Bernard Ave, Kelowna, BC, subject to the following:

- 1. The dimensions and siting of the building to be constructed on the land be in accordance with Schedule "A_i";
- 2. The exterior design and finish of the building to be constructed on the land, be in accordance with Schedule "B";
- 3. That the Development Permit and Development Variance Permit is issued subsequent to the outstanding conditions set out in Attachment "A" attached to the Report from the Community Planning Department dated July 25th 2017; and
- 4. That a building permit is not issued until the rear lane has been dedicated by 0.8m to the City.

AND THAT Council authorize the issuance of Development Variance Permit DVP19-0065 for Lot 1, District Lot 139, ODYD, Plan EPP96156, located at 560-592 Bernard Ave, Kelowna, BC. subject to the following:

1. That a Section 219 covenant be registered on title limiting the 25 compact stalls to be used by commercial or office tenants only and that the covenant ensures that the maximum vehicle dimensions that are permitted to park within the compact stall must be a maximum of 3.4m in length and 1.7m in width.

AND THAT the variances to the following sections of Zoning Bylaw No. 8000 be granted:

<u>Section 14.7.5(a) – C7 Central Business Commercial - Development Regulations</u> To vary the maximum height from 76.5m (approx. 26 storeys) to 106m (34 storeys).

Section 8 Table 8.5 – Minimum Bicycle Parking Required

To vary the minimum amount of Class 2 bicycle parking stalls from 74 bikes to 17 bikes.

AND THAT the applicant be required to complete the above noted conditions of Council's approval of the Development Permit and Development Variance Permit applications in order for the permits to be issued;

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

Carried

The meeting adjourned at 7:53 p.m.

The meeting reconvened at 8:01 p.m.

4.2 START TIME - 8:00 PM - Water St 1659, DP19-0161 and DVP19-0162 - MJI Contracting Inc., No. BC0915334

Staff:

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

- Confirmed parking requirements of the building.

Matthew Isabel, MJI Contracting Inc., Applicant

- Confirmed parking stalls being purchased being included in the triple nets on the building.

- Confirmed snow load building code.

-Responded to questions from Council.

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

Gallery:

Marion Grimwood, adjacent property owner

- Objected to the reduction in parking requirements.
- Raised concerns regarding the Chapman Parkade waiting list being taken.

Ted Grimwood, adjacent property owner

- Raised concern to the parking cash-in-lieu
- Outlined concerns with the structural problems with snow load.
- Raised concern on the wait list to Chapman parkade.

Matthew Isabel, MJI Contracting Inc., Applicant:

- Spoke to the variance requirements and the site not having enough space for a driveway.
- Spoke to the snow load issue with the neighbouring property.

There were no further comments.

Moved By Councillor Given/Seconded By Councillor Donn

(Ro425//20/06/02) THAT Council authorizes the issuance of Development Permit No. DP19-0161 for Lot 12, Block 6, District Lot 139, ODYD, Plan 462, Except Plan KAP82841 located at Water St, Kelowna, BC, subject to the following:

- The dimensions and siting of the building to be constructed on the land be in accordance with Schedule "A_i";
- 2. The exterior design and finish of the building to be constructed on the land, be in accordance with Schedule "B";

AND THAT Council authorize the issuance of Development Variance Permit DVP19-0162 for Lot 12, Block 6, District Lot 139, ODYD, Plan 462, Except Plan KAP82841 located at Water St, Kelowna, BC;

AND THAT the variances to the following sections of Zoning Bylaw No. 8000 be granted:

Section 14.7.5(h) - C7 – Central Business Commercial - Development Regulations

- 1. To vary the setback above the 16.0 m height mark for the front yard from 3.0 m to 0.0 m.
- 2. To vary the setback above the 16.0 m height mark for the side yard (east) from 4.0 m to 0.1 m.
- 3. To vary the setback above the 16.0 m height mark for the flanking side yard (west) from 4.0 m to 0.0 m.

Table 8.3.2 - Required Off-Street Parking Requirements - Commercial

4. To vary the minimum off-street parking from 10 stalls to 3 stalls (cash-in-lieu for the remainder 3 stalls).

<u> Table 8.5 - Minimum Bicycle Parking Required</u>

5. To vary the minimum off-street short-term bicycle parking from 6 stalls to 0 stalls.

Section 14.7.7(d) - C7 – Central Business Commercial - Other Regulations

6. To vary the minimum commercial on ground floor area percentage from 90% to 68% on Leon Avenue and 40% on Water Street.

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

Carried Councillor DeHart, Hodge, Sieben - Opposed

The meeting adjourned at 8:53 p.m.

The meeting reconvened at 9:00 p.m.

4.3 START TIME - 9:00 PM - Clifton Rd 550, DP20-0017 DVP20-0096 - Ryan Peak ULC, Inc. No. A0066628

Mayor Basran declared a conflict of interest as family members own property adjacent to the subject property and left the meeting at 9:01 p.m.

Deputy Mayor Sieben took over the meeting.

Staff:

- Displayed a PowerPoint Presentation summarizing the application

Mark Appelton Blue-Green Architecture, Ellis Street, Applicant

- Variance is for tandem parking only.
- Provided the history of the development application.
- Reviewed the tandem parking.
- Spoke to the types of housing provided in the development.

Jared Sheath, Groves Avenue, Aplicant:

- Displayed a PowerPoint presentation.
- Reviewed the number of units on the site and the overall density on the site.
- Spoke to the need for affordability of the site.
- Responded to questions from Council.

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

No one from the Gallery came forward.

There were no further comments.

Moved By Councillor Given/Seconded By Councillor Hodge

(Ro426/20/06/02) THAT Council authorize the issuance of Development Permit No. DP20-0017 for Lot 2 Section 31 Township 26 ODYD Plan KAP86216, located at 550 Clifton Road, Kelowna, BC.

AND THAT Council authorize the issuance of Development Variance Permit No. DVP20-0096 for Lot 2 Section 31 Township 26 ODYD Plan KAP86216, located at 550 Clifton Road, Kelowna, BC.

> **Defeated** Councillor DeHart; Sieben, Singh, Stack - Opposed

6. Termination

The meeting was declared terminated at 9:44 p.m.

ty Clerk

Mayor Basran

Deputy City Clerk

/cm

CITY OF KELOWNA

BYLAW NO. 12007

Official Community Plan Amendment No. OCP20-0001 – 1409493 Alberta Inc., Inc.No.2014094938 815-831 Leon Avenue

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:

- THAT Map 4.1 GENERALIZED FUTURE LAND USE of "Kelowna 2030 Official Community Plan Bylaw No. 10500" be amended by changing the Generalized Future Land Use designation of Lot A District Lot 138 ODYD Plan EPP78759 located on Leon Avenue, Kelowna, B.C., from the MRM – Multiple Unit Residential (Medium Density) designation to the MRH – Multiple Unit Residential (High Density) designation;
- 2. This bylaw shall come into full force and effect and is binding on all persons as and from the date of adoption.

Read a first time by the Municipal Council this 23rd day of March, 2020.

Considered at a Public Hearing on the 12th day of May, 2020.

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

Adopted by the Municipal Council of the City of Kelowna this

Mayor

City Clerk

CITY OF KELOWNA

BYLAW NO. 12008 Z20-0001 – 815-831 Leon Avenue

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

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

- 1. THAT City of Kelowna Zoning Bylaw No. 8000 be amended by changing the zoning classification of Lot A District Lot 138, ODYD, Plan EPP78759 located at Leon Avenue, Kelowna, BC from the RU6 Two Dwelling Housing zone to the RM6 High Rise Apartment 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 23rd day of March, 2020.

Considered at a Public Hearing on the 12th day of May, 2020.

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

Approved under the Transportation Act this 19th day of May, 2020.

Audrie Henry (Approving Officer – Ministry of Transportation)

Adopted by the Municipal Council of the City of Kelowna this

Mayor

City Clerk





Date:	June 23, 2020			
То:	Council			
From:	City Manager			
Department:	Development F	Planning		
Application:	DP20-0003&D	0VP20-0004	Owner:	815 Leon Developments Ltd., Inc. No. BC1053909
Address:	815 Leon Ave		Applicant:	Corey Makus; 815 Leon Developments Ltd.
Subject:	Development F	Permit and Developmen	t Variance Pern	nit Application
Existing OCP De	esignation:	MRH – Multiple Unit Re	esidential (High	Density)
Existing Zone:		RM6 – High Rise Aparti	ment Housing	

1.0 Recommendation

THAT final adoption of Official Community Plan Amending Bylaw No. 12007 and Rezoning Bylaw No. 12008 be considered by Council;

AND THAT Council authorizes the issuance of Development Permit No. DP20-0003 for Lot A District Lot 138 ODYD Plan EPP78759 located at 815 Leon Avenue, Kelowna, BC subject to the following:

- 1. The dimensions and siting of the building to be constructed on the land be in accordance with Schedule "A,"
- 2. The exterior design and finish of the building to be constructed on the land, be in accordance with Schedule "B";
- 3. Landscaping to be provided on the land be in accordance with Schedule "C";
- 4. The applicant be required to post with the City a Landscape Performance Security deposit in the form of a "Letter of Credit" in the amount of 125% of the estimated value of the landscaping, as determined by a Registered Landscape Architect;
- 5. The car share program at the development be operated in accordance with the Agreement included as Schedule "D".

6. The applicant be required to post with the City a security deposit in the form of a "Letter of Credit" in the amount of \$165,000 to ensure the provision of a 3rd car share vehicle within 24 months of occupancy permit.

AND THAT Council authorizes the issuance of Development Variance Permit No. DVP20-0004 for Lot A District Lot 138 ODYD Plan EPP78759 located at 815 Leon Avenue, Kelowna, BC;

AND THAT variances to the following sections of Zoning Bylaw No. 8000 be granted:

Section 13.12.6(b): RM6 – High Rise Apartment Housing, Development Regulations

To vary the maximum site coverage for principal buildings, accessory structures, and parking areas and driveways from 50% permitted to 76%.

Section 13.12.6(d): RM6 – High Rise Apartment Housing, Development Regulations

To vary the minimum site front yard from 6.0m required to 2.1m.

Section 7.6.1(c): Minimum Landscape Buffers, Level 3

To vary the minimum landscape buffer at the rear yard from 3.0m required to 1.1m.

Table 8.3: Required Off-Street Parking Requirements

To vary the required vehicle parking stalls from 178 to 147.

Section 8.2.11(b): Car-Share Incentives, Off-Street Parking Regulations

To vary the requirement to locate a car-share vehicle within 100m of the subject property, and permit a car-share vehicle to be located outside of the 100m range.

AND THAT the applicant be required to complete the above noted conditions of Council's approval of the Development Permit and Development Variance Permit Applications in order for the permits to be issued;

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

2.0 Purpose

To consider a Development Permit for the form and character of a 6 ½ storey apartment building; and to consider a Development Variance Permit to vary the following: 1) Site coverage; 2) Front yard setback; 3) Minimum landscape buffer at rear yard; 4) Vehicle parking stall requirement; and 5) Location of car-share vehicle.

3.0 Development Planning

Development Planning supports the Development Permit for the form and character of the 6 ¹/₂ storey apartment building. Development Planning also supports the proposed variances.

The proposed apartment building has a high degree of architectural articulation, both horizontally and vertically, thus enhancing visual interest. High quality materials are used throughout, and the colour scheme is both appropriate and varied. The townhouse-style units at grade are ground-oriented and feature well-landscaped yards, activating the space, and offering visual interest to passersby. In addition, the extended balconies on the 3rd story above the townhouses add to the surveillance of the street provided by the townhouse units themselves, displaying a strong commitment to principles of Crime Prevention Through Environmental Design (CPTED). Finally, the main entranceway—as well as the entranceways to the

townhouse units—are prominent, making for a legible and easily navigable design. Altogether, the proposal is substantially consistent with the urban design guidelines of the Revitalization Development Permit Area.

With regards to the variance to site coverage, the proposal is to increase site coverage from 50% permitted to 76%. This variance is acceptable to Staff as the development still delivers a large amount of high-quality landscaping and green space throughout.

With regards to the variance to the front yard setback, the proposal is to reduce the setback from 6.om to 2.1m. The main entrance is setback 2.1m, while the townhouse units are setback 3.1m. This variance is deemed acceptable by Staff as the ground-orientation of the units at grade reduce the necessity and desirability of an extended setback. In support of this, land-use zones that more explicitly make provision for ground-oriented units allow the front yard setback to be reduced to 1.5m.

With regards to the variance to the minimum landscape buffer at the rear yard, the proposal is to reduce the buffer from 3m to 1.1m. Staff deem the variance acceptable as the area wherein the landscape buffer is reduced fronts onto a parking area on an adjacent lot where the need for extensive landscaping is less crucial.

With regards to the variance to the required vehicle parking stalls, the proposal is to reduce the number of stalls from the 178 required to 147. The parking requirement listed reflects a parking reduction of 15 stalls earned through the developer providing a car share operation. The 147 parking stalls provided meets the requirement for development within an urban centre, where parking requirements are reduced due to the close proximity to amenities and destinations, and the corresponding reduced need for vehicle ownership. In this case, the development is just outside the City Centre Urban Centre (within 200m). Given this very close proximity, Staff feel that it is reasonable to treat the development as one that is within an urban centre. Also, the apartment building is to be a purpose-built rental, and it has been established that rental units require less parking than owner-occupied units. For these reasons, Staff support the proposed variance.

With regards to the variance to the location of a car-share vehicle, the proposed variance is to permit a carshare vehicle to be located outside of 100m from the subject property. Three car-share vehicles are proposed for the development, to offset the requirement of 15 parking stalls, in accordance with the car-share incentives described in Section 8.2.11 of the Zoning Bylaw. Two car-share vehicles are to be provided within 100m of the subject property at occupancy permit (1 on the subject property, and 1 on the street fronting the property). The third car-share vehicle is to be provided within 24 months of occupancy permit. The applicant is applying to vary the requirement that the third car-share vehicle be within 100m of the property. Instead, the third car-share vehicle would be located at a site within the city amenable to Modo (the car-share provider), and Staff. A condition of the Development Permit is that the applicant deposit a bond to ensure that the third car-share vehicle be provided within 24 months of occupancy permit. Staff support the variance to allow the third car-share vehicle to be located outside of 100m of the subject property, as the proposal is consistent with the City's goal of increasing car-share activity as a community benefit and public good.

4.0 Proposal

4.1 <u>Background</u>

At the time of application, the subject property was zoned RU6 – Two Dwelling Housing and had a future land use designation of MRM – Multiple Unit Residential (Medium Density). As such, the proposed development required both an OCP Amendment to change the future land use designation to MRH – Multiple Unit Residential (High Density), and a rezoning to RM6 – High Rise Apartment Housing.

Both the OCP Amendment (OCP20-0001), and rezoning (Z20-0001) were given 1st Reading by Council on March 23, 2020 and forwarded to Public Hearing on May 12, 2020. At the May 12 Regular Council Meeting,

both files were given 2nd and 3rd Reading. The OCP Amendment and rezoning were supported on the condition that a height covenant would be placed on Title limiting development to 6 ¹/₂ storeys and 24m.

4.2 <u>Project Description</u>

The applicant proposes a 6 ½ storey apartment building with ground-oriented townhouse units on the first and second storey and apartment units' setback above. The applicant also proposes the following variances: relaxing the site coverage maximum from 50% to 76%; reducing the required front yard setback from 6m to 2.1m; reducing the required landscape buffer at the rear yard from 3m to 1.1m; relaxing the vehicle parking requirement from 178 stalls to 147 stalls; and allowing a car-share vehicle to be located further than 100m from the subject property.

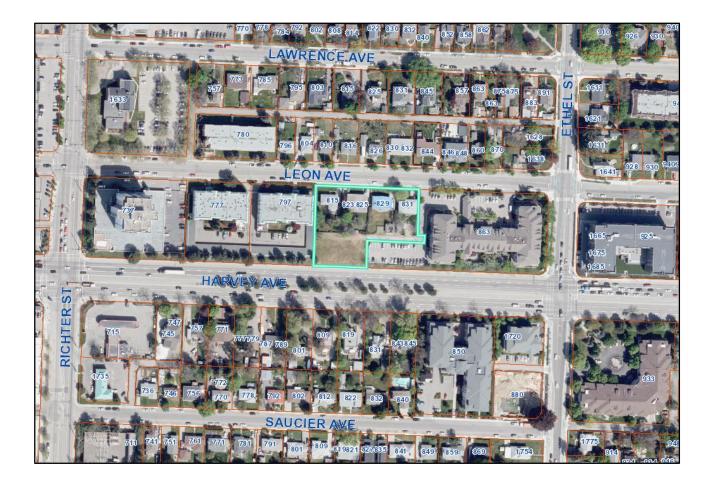
4.3 <u>Site Context</u>

The subject property is located on Leon Ave. between Richter St. and Ethel St. and is 200m east of the City Centre Urban Centre. As the property is in close proximity to the City Centre Urban Centre, the site is within walking distance of a wide range of amenities and destinations, including retail and dining opportunities; employment opportunities; and cultural and recreational facilities. In addition, the lot is within 150m of the Ethel St. multi-use pathway. Related to these points, the lot has a walkscore of 74, where "most errands can be accomplished on foot"; and a bikescore of 96, where "daily errands can be accomplished on a bike".

Specifically, adjacent land uses are as follows:

Orientation	Zoning	Land Use
North	RU6 – Two Dwelling Housing	Single Family Housing
East	RM6 – High Rise Apartment Housing	Seniors Independent and Assisted Living
South	RU6 – Two Dwelling Housing	Stacked Row Housing
West	RM5 – Medium Density Multiple Housing	Apartment Housing

Subject Property Map: 815 Leon Ave.



4.4 Zoning Analysis Table

CRITERIA	RM6 ZONE REQUIREMENTS	PROPOSAL				
Development Regulations						
Max. Floor Area Ratio	Max. 2.0 with bonuses	1.64				
Max. Site Coverage (buildings, parking, driveways)	50%	76% 🛛				
Max. Height	55.0m / 16 storeys	24m / 6 ½ storeys				
Min. Front Yard	6.om	2.1M 🕑				
Min. Side Yard (west)	4.5m	4.5m				
Min. Side Yard (east)	4.5m	7.0M				
Min. Rear Yard	9.om	10.8m				
	Other Regulations					
Min. Parking Requirements	178	147 B				
Min. Bicycle Parking	96	97				
Min. Private Open Space	1,846m²	1,848m²				

5.0 Current Development Policies

5.1 Kelowna Official Community Plan (OCP)

Urban Design Development Permit Guidelines

- Comprehensive Development Permit Area Guideline Objectives:
 - o Convey a strong sense of authenticity through urban design that is distinctive for Kelowna;
 - Promote a high urban design standard and quality of construction for future development that is coordinated with existing structures;
 - Integrate new development with existing site conditions and preserve the character amenities of the surrounding area;
 - o Promote interesting, pedestrian friendly streetscape design and pedestrian linkages;
 - Incorporate architectural features and detailing of buildings and landscapes that define an area's character;
 - Promote alternative transportation with enhanced streetscapes and multimodal linkages;
 - Protect and restore the urban ecology (i.e. architectural and site consideration with respect to the ecological impact on urban design);
 - Moderate urban water demand in the City so that adequate water supply is reserved for agriculture and for natural ecosystem processes.

6.o Application Chronology

Date of Application Received:	December 13, 2019 (together with OCP20-0001 & Z20-0001)
Date Public Consultation Completed:	February 13, 2020 (together with OCP20-0001 & Z20-0001)

Report prepared by:	Aaron Thibeault, Planner II					
Reviewed by:	James Moore, Acting Urban Planning Manager					
Approved for Inclusion:	Terry Barton, Development Planning Department Manager					

Attachments:

Attachment A: Draft Development Permit and Development Variance Permit DP20-0003 & DVP20-0004

Attachment B: Development Permit Design Guideline Checklist

Attachment C: Applicant Rationale

Development Permit & Development Variance Permit DP20-0003 & DVP20-0004



Α

This permit relates to land in the City of Kelowna municipally known as

815 Leon Ave.

and legally known as

Lot A District Lot 138 ODYD Plan EPP78759

and permits the land to be used for the following development:

Multiple Dwelling Housing.

With variances to the following sections of Zoning Bylaw No. 8000:



ATTACHMENT

Section 13.12.6(b): RM6 – High Rise Apartment Housing, Development Regulations

To vary the maximum site coverage for principal buildings, accessory structures, and parking areas and driveways from 50% permitted to 76%.

Section 13.12.6(d): RM6 – High Rise Apartment Housing, Development Regulations

To vary the minimum site front yard from 6.0m required to 2.1m.

Section 7.6.1(b): Minimum Landscape Buffers, Level 3

To vary the minimum landscape buffer at the rear yard from 3.0m required to 1.1m.

Table 8.3: Required Off-Street Parking Requirements

To vary the required vehicle parking stalls from 178 to 147.

Section 8.2.11(b): Car-Share Incentives

To vary the requirement to locate a car-share vehicle within 100m of the subject property, and permit a carshare vehicle to be located outside of the 100m range

The present owner and any subsequent owner of the above described land must comply with any attached terms and conditions.

Date of Council Decision	June 23, 2020
Decision By:	COUNCIL
Development Permit Area:	Comprehensive Development Permit Area
Existing Zone:	RM6 – High Rise Apartment Housing
Future Land Use Designation:	MRH – Multiple Unit Residential (High Density)

This is NOT a Building Permit.

In addition to your Development Permit, a Building Permit may be required prior to any work commencing. For further information, contact the City of Kelowna, Development Services Branch.

NOTICE

This permit does not relieve the owner or the owner's authorized agent from full compliance with the requirements of any federal, provincial or other municipal legislation, or the terms and conditions of any easement, covenant, building scheme or agreement affecting the building or land.

Owner:815 Leon Developments Ltd., Inc.No. BC1053909Applicant:Corey Makus; 815 Leon Developments Ltd.Planner:Aaron Thibeault

Terry Barton Development Planning Department Manager Planning & Development Services Date

1. SCOPE OF APPROVAL

This Development 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 Development 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 Development 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.

2. CONDITIONS OF APPROVAL

- a) The dimensions and siting of the building to be constructed on the land be in accordance with Schedule "A";
- b) The exterior design and finish of the building to be constructed on the land be in accordance with Schedule "B";
- c) Landscaping to be provided on the land be in accordance with Schedule "C"; and
- d) The applicant be required to post with the City a Landscape Performance Security deposit in the form of a "Letter of Credit" in the amount of 125% of the estimated value of the landscaping, as determined by a Registered Landscape Architect.
- e) The car share program at the development be operated in accordance with the Agreement included as Schedule "D".
- f) The applicant be required to post with the City a security deposit in the form of a "Letter of Credit" in the amount of \$165,000 to ensure the provision of a 3rd car share vehicle within 24 months of occupancy permit.

This Development Permit is valid for two (2) years from the date of approval, with no opportunity to extend.

3. 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 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 owner 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 **OR** certified cheque in the amount of **\$364,003**. This forms part of application



Development Planning Department 1435 Water Street Kelowna BC V1Y 1J4 planning 700035 D46 20-00035 D46 20-0004

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.

5. INDEMNIFICATION

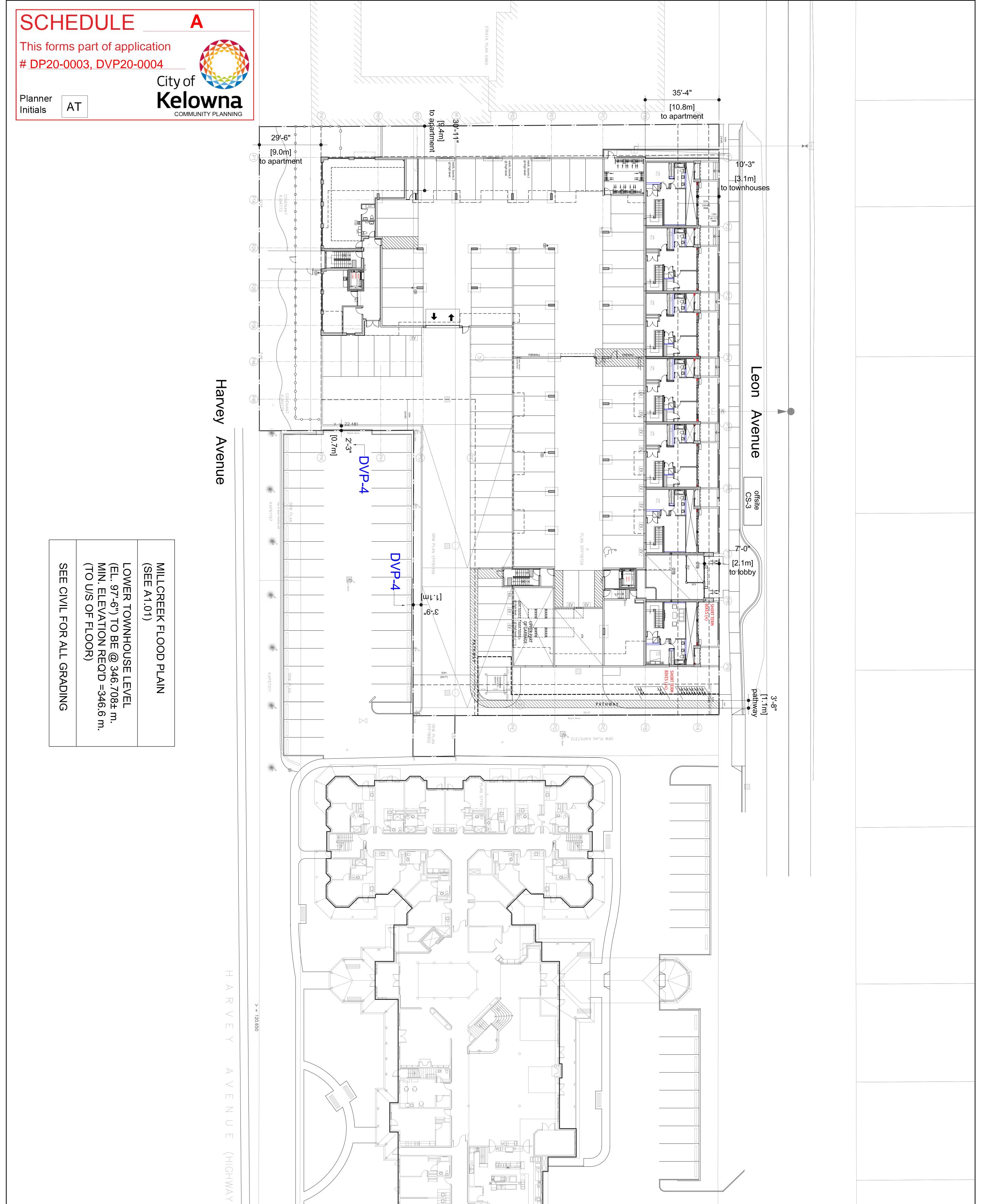
Upon commencement of the works authorized by this Permit the Developer covenants and agrees to save harmless and effectually indemnify the Municipality against:

a) All actions and proceedings, costs, damages, expenses, claims, and demands whatsoever and by whomsoever brought, by reason of the Municipality said Permit.

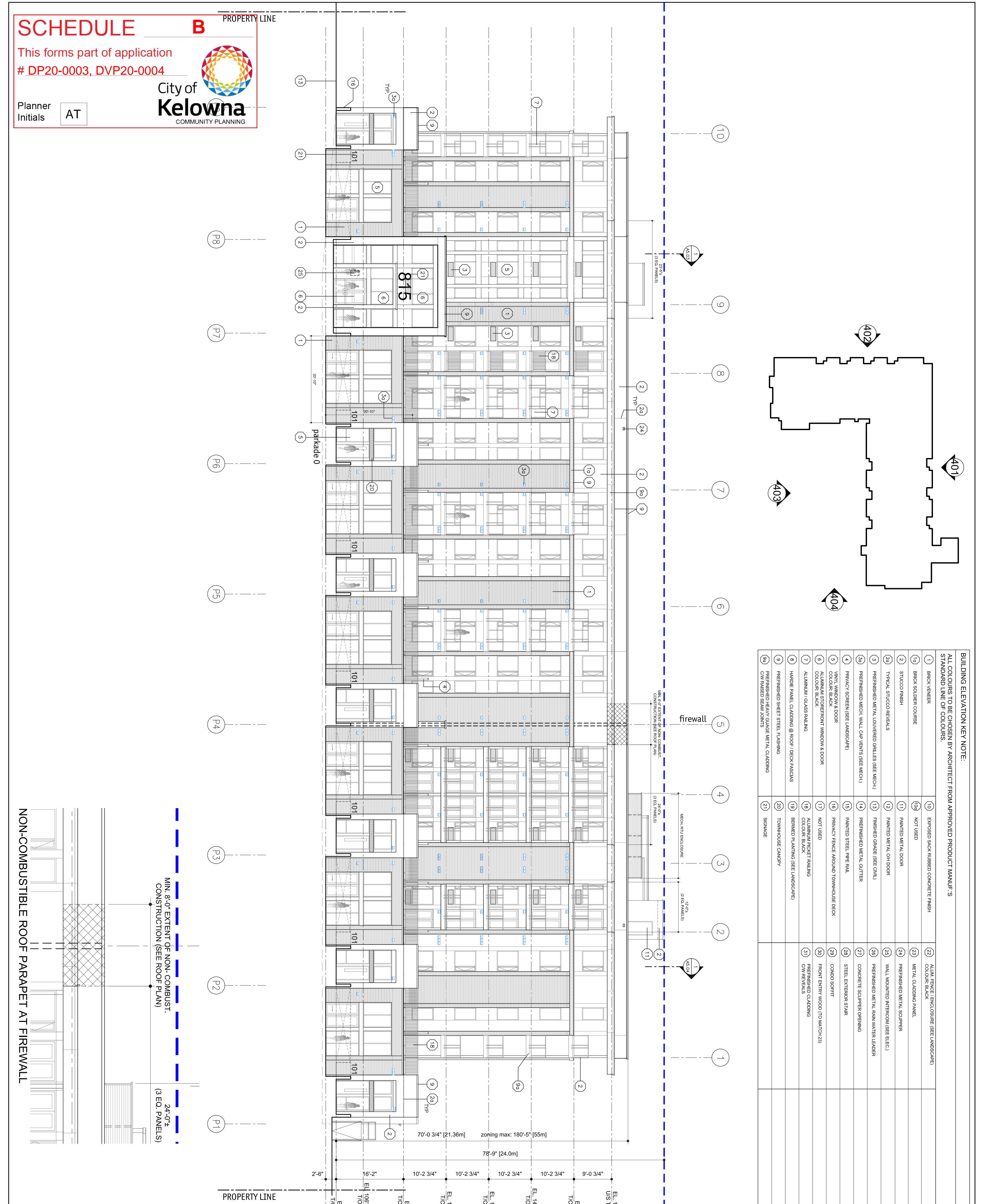
All costs, expenses, claims that may be incurred by the Municipality where the construction, engineering or other types of works as called for by the Permit results in damages to any property owned in whole or in part by the Municipality or which the Municipality by duty or custom is obliged, directly or indirectly in any way or to any degree, to construct, repair, or maintain.

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 their designates.





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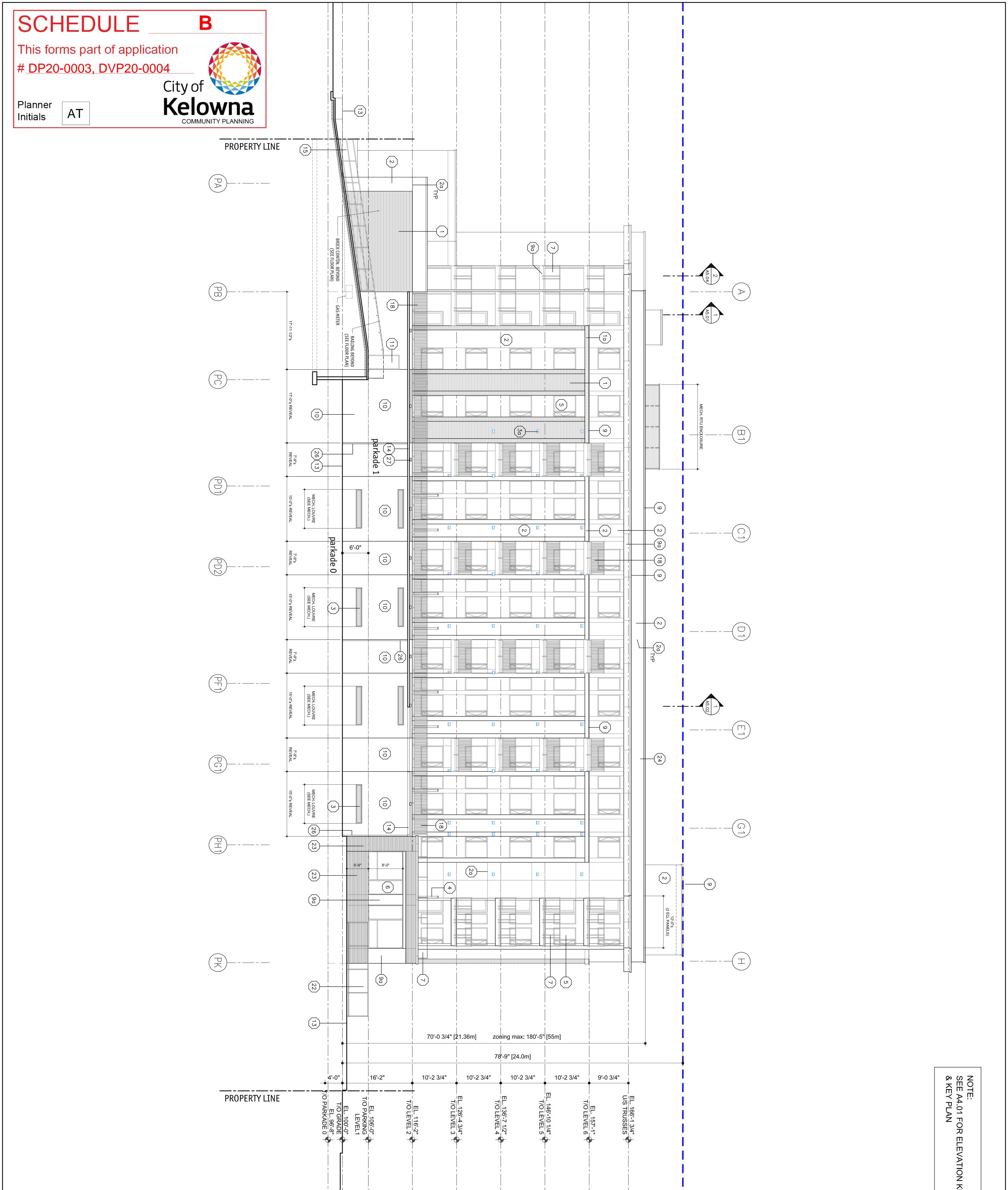


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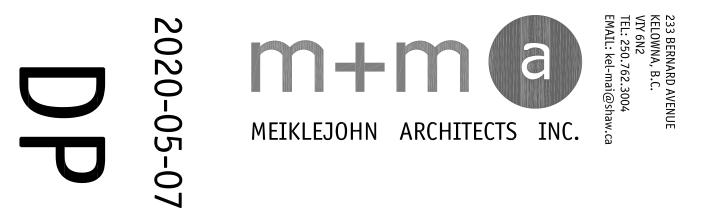
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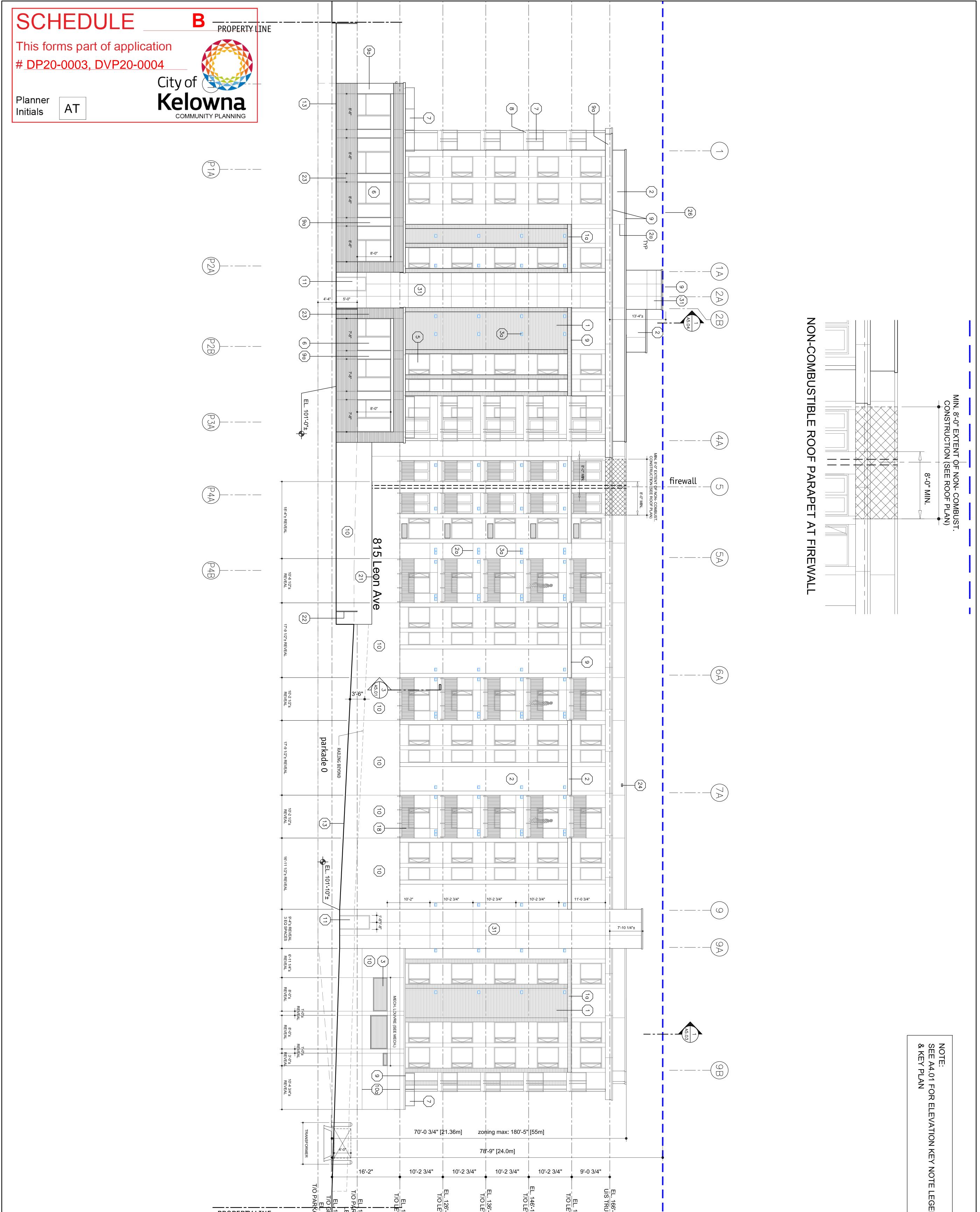




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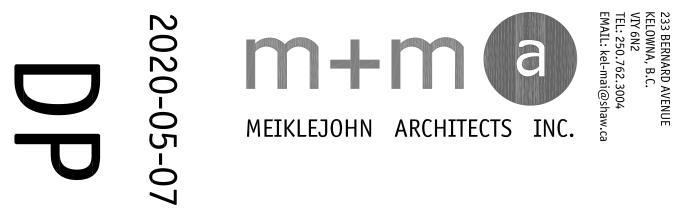
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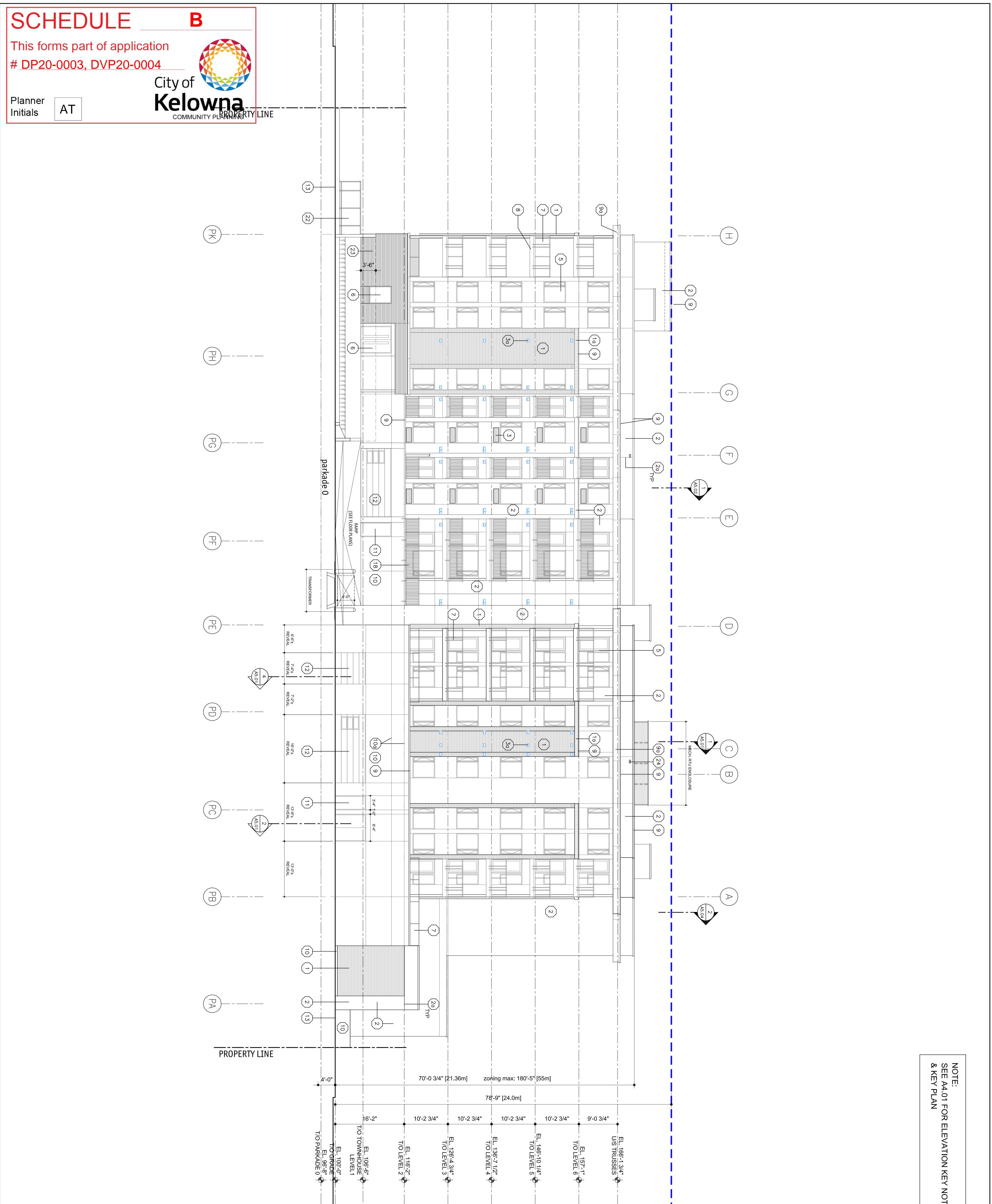
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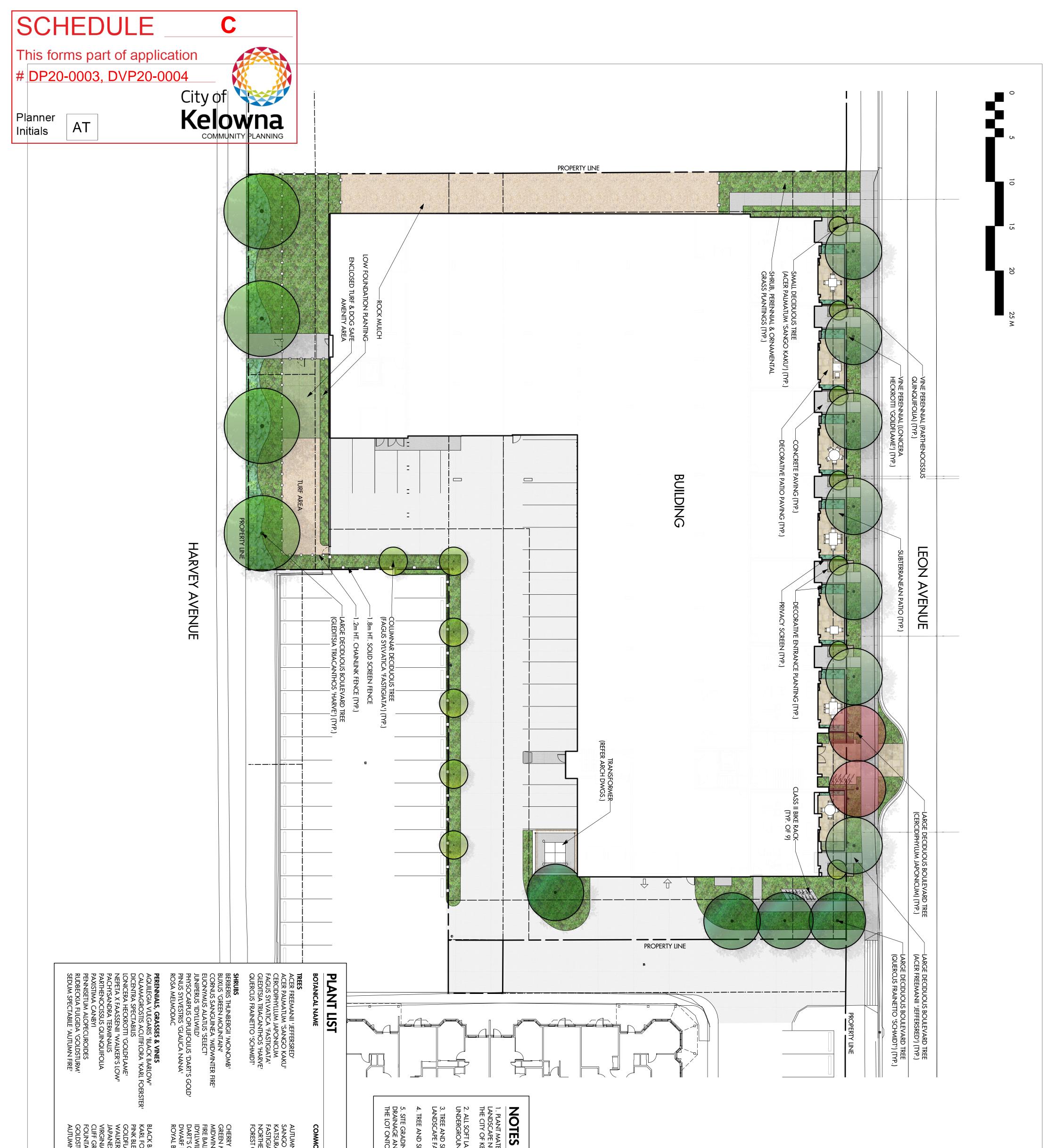




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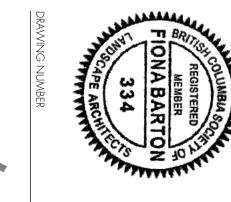
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1. PLANT MATERIAL AND CONSTRUCTION METHODS SHALL MEET OR EXCEED CANADIAN LANDSCAPE NURSERY STANDARD. ALL OFFSITE WORKS TO MEET THE REQUIREMENTS OF THE CITY OF KELOWNA BYLAW 7900.

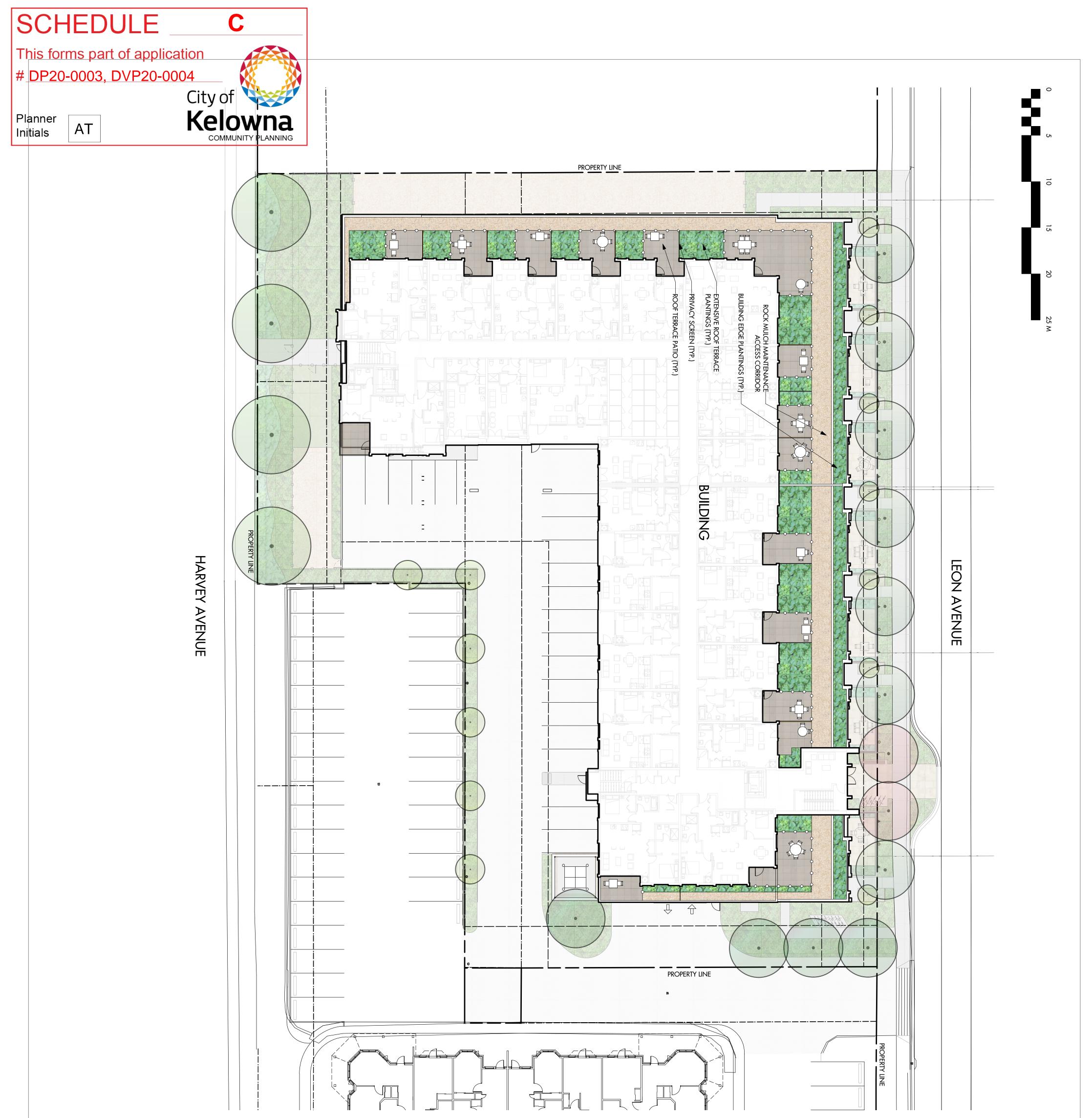
2. ALL SOFT LANDSCAPE AREAS SHALL BE WATERED BY A FULLY AUTOMATIC TIMED UNDERGROUND IRRIGATION SYSTEM.

3. TREE AND SHRUB BEDS TO BE DRESSED IN A MINIMUM 75mm WOOD MULCH. LANDSCAPE FABRIC IS NOT TO BE PLACED UNDERNEATH TREE AND SHRUB BEDS. 4. TREE AND SHRUB BEDS TO RECEIVE A MINIMUM 300mm DEPTH TOPSOIL PLACEMENT.

5. SITE GRADING AND DRAINAGE WILL ENSURE THAT ALL STRUCTURES HAVE POSITIVE DRAINAGE AND THAT NO WATER OR LOOSE IMPEDIMENTS WILL BE DISCHARGED FROM THE LOT ONTO ADJACENT PUBLIC, COMMON, OR PRIVATE PROPERTIES.

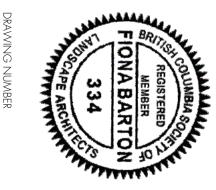


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CONCEPTUAL LANDSCAPE PLAN LEVEL 3 ROOF TERRACE

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815 LEON AVENUE

Kelowna, BC

DRAWING TITLE



303 - 590 KLO Road Kelowna, BC V1Y 7S2 T (250) 868-9270 www.outlanddesign.ca



THIS AGREEMENT made the 2nd day of June, 2020.

BETWEEN:

MODO CO-OPERATIVE

200 - 470 Granville Street, Vancouver, B.C. V6C IV5

("Modo")

AND

V1Y 6P3

815 LEON DEVELOPMENTS LTD. 612 Bernard Avenue Kelowna, B.C.

("Developer")

WHEREAS:

A. Developer is proposing to develop a rental residential development on the lands located at 815 Leon Avenue in Kelowna, British Columbia and more particularly known and described as

PID: 030-471-893

legal lot description: LOT A DISTRICT LOT 138 OSOYOOS DIVISION YALE DISTRICT PLAN EPP78759

(the "Development");

- B. Modo is a member-owned co-operative that facilitates carsharing for individuals and businesses as an alternative to privately-owned automobiles;
- C. To become a member of Modo, individuals must purchase a minimum of fifty (50) membership shares in Modo at a par value of \$10.00 ("Membership Shares"), for a total investment of \$xxx;
- D. As a condition of approving the Development, the municipality of Kelowna in British Columbia (the "Municipality") requires the Developer to facilitate the availability of three (3) Modo co-operative vehicles (each a "Shared Vehicle" and, collectively, the "Shared Vehicles") in connection with the Development and to be available as

part of a service provided by Modo to share the use of the Shared Vehicles with Modo Members (the "**Carsharing Program**");

- E. In addition, the Municipality requires the Developer to designate two (2) parking space located at the Development for the exclusive use of the Shared Vehicles (the "On-site Shared Vehicle Parking Spaces" as set out in Schedule A hereto) in compliance with the construction standards for shared vehicle parking space as set out in Schedule B hereto and free-of-charge to Modo;
- F. Developer, at Developer's sole cost, will work with the Municipality for the Municipality's provision of two (2) designated on-street parking space near the location of the Development, and as further contemplated herein, for the exclusive use of the Shared Vehicles (the "Off-site Shared Vehicle Parking Spaces" as set out in Schedule A hereto);
- G. Modo will deliver the Shared Vehicles to the On-site Shared Vehicle Parking Spaces and Off-site Shared Vehicle Parking Space (collectively, the "Shared Vehicle Parking Spaces") in accordance with Schedule D and shall make the Shared Vehicles available for use in accordance with the terms of this Agreement;
- H. Modo will, at its cost, operate, maintain, repair and insure the Shared Vehicles and administer the service to share the Shared Vehicles (collectively, the "Services");
- I. Developer and Modo intend that the Shared Vehicles will be available for use by all members of Modo (collectively, the "Modo Members" and each a "Modo Member"), including the residents of the Development who become Modo Members;
- J. Developer and Modo entered into a Co-Operative Carsharing Agreement on May 11, 2020 (the "Original Agreement"). After further consultation with the Municipality, the parties wish to replaced the Original Agreement with this Agreement to state the terms and conditions of the Carsharing Program as it pertains to the Development; and
- K. Certain capitalized terms used in this Agreement and not otherwise defined will have the meanings given to them set out in Part I. [Definitions].

NOW THEREFORE in consideration of the sum of Ten (\$10.00) Dollars now paid by each party to the other (the receipt and sufficiency whereof is by each hereby acknowledged) and in consideration of the mutual promises and covenants contained herein, the parties agree as follows:





I. DEFINITIONS

"**Agreement**" means this agreement, any schedules attached hereto which are referred to in this agreement, and every properly executed instrument which by its terms amends, modifies, supplements, or extends this agreement;

"**Developer**" means the party defined as Developer on the first page of this Agreement and any of its heirs, executors, administrators, successors, assigns, subsidiaries or nominees who may assume the right, title or interest in the Development and/or this Agreement from the Developer named herein, and expressly includes any party which may manage or operate the Development for the Developer from time to time;

"**EV Station**" means one (1) electric vehicle charging station to be provided, installed, maintained and replaced by Developer, at Developer's sole cost, to be used for the sole purpose of charging a Shared Vehicle, and to be located next to the On-site Shared Vehicle Parking Spaces and connected to the EV Station Electrical Outlet;

"**EV Station Electrical Outlet**" means one (1) energized electrical outlet capable of 240 Volts and 30 Amps provided by Developer;

"**Mediator**" means a member in good standing of the Arbitrators Association of British Columbia or Mediate BC;

"**Membership Obligations**" means and includes any and all obligations or liabilities that a Modo Member or other person who participates in Modo's activities, including any Resident (as defined below), may have or incur to Modo or any other Modo Member or any other person as a result of or in connection with such membership in Modo, participation in the activities of Modo, use of Modo's vehicles, or otherwise associated with the ownership of shares of Modo including, without limiting the generality of the foregoing, the obligation to pay any fee, monthly administrative fee, charge, fine or other cost to Modo or any other person;

"**Partnership Membership**" means Developer's membership in Modo by way of ownership of the Membership Shares;

"**Partner User**" means a Resident (as defined below) of the Development who benefits from Modo membership privileges by way of the Partnership Membership;

"**Rental Agreements**" mean agreements between parties and Developer for the occupancy of residential units within the Development for any length of time and "**Rental Agreement**" means any one of them;

"**Residents**" means collectively, the residents of the Development and "**Resident**" means any one of them;



"Shared Electric Vehicle" means a Shared Vehicle with electric motorization;

"**Shared Vehicle Minimum Term**" means the term of three (3) years for each Shared Vehicle, commencing from the later of the date of issuance of the Occupancy Permit (as defined below) or the first date that the applicable Shared Vehicle is made available for use by Modo Members at a Shared Vehicle Parking Space;

"**Sustainable Usage Levels**" means the level of use of the Modo vehicles by Modo Members that remains cost-effective to meet Modo's usage goals; and

"Term" has the meaning ascribed thereto in Article VII.

II. PROJECT FEE

- The price payable by the Developer to Modo for the benefits contemplated herein (deemed to be the "Project Fee") will be the aggregate sum of \$xx,xxx inclusive of all applicable taxes and fees, representing the following:
 - (a) \$x,xxx for the purchase of one hundred (100) Membership Shares (the "Subject Shares"); and
 - (b) \$xx,xxx for Modo's purchase of the Shared Vehicles.
- 2. The Project Fee will be payable as follows:
 - (a) At least sixty (60) days prior to the date Developer anticipates that the occupancy permit (the "Occupancy Permit") for the Development will be issued, the Developer will pay to Modo the aggregate sum of \$xx,xxx inclusive of all applicable taxes and fees. Upon payment as contemplated in this section 2. (a), Modo will issue the Subject Shares and the first two (2) Shared Vehicles as contemplated herein, and will issue a receipt to the Developer confirming payment of same.
 - (b) Pursuant to the deployment sequence of the Shared Vehicles (the "Shared Vehicle Deployment Sequence") as set out in Schedule D hereto, when the earlier of the utilization of the Carsharing Program justifies for an additional Shared Vehicle to be located in one of the Shared Vehicle Parking Spaces, or within ninety (90) days of the first twenty four (24) months from the Commencement Date, Modo will provide written notice (the "Phased Shared Vehicle Purchase Notice") to the Developer to pay to Modo the aggregate sum of \$xx,xxx inclusive of all applicable taxes and fees (the "Phased Vehicle Project Fee") for the purchase of one (1) additional Shared Vehicle. Developer will pay to Modo the Phased Vehicle Project Fee within (60) calendar days after receipt of the Phased Shared Vehicle Purchase Notice.



- (c) Upon payment of the Phased Vehicle Project Fee, Modo will issue a receipt (the "Phased Vehicle Project Fee Receipt") to the Developer confirming payment of the Phased Vehicle Project Fee to Modo.
- 3. For the avoidance of doubt, Developer will not pay more than a maximum total of one (1) Phased Vehicle Project Fee.
- 4. If the purchase price of the Shared Electric Vehicle, including taxes and governmental incentives, exceeds the amount of \$xx,xxx, the Project Fee will be adjusted and increased by the amount of the difference up to a maximum adjustment of \$xx,xxx to be paid to Modo upon presentation by Modo to Developer of a bill of sale for such vehicle, confirming its purchase by Modo.

III. BENEFITS AND OBLIGATIONS OF DEVELOPER

- 5. Developer agrees to designate the On-site Shared Vehicle Parking Spaces for the purposes of accessing and parking the Shared Vehicles, in compliance with the standards defined in Schedule B and free-of-charge to Modo during the Term of this Agreement.
- 6. Developer agrees that Modo will be the sole provider of the Carsharing Program in respect of the Shared Vehicles during the Term of this Agreement.
- 7. Developer agrees that throughout the Term of this Agreement, subject to section 53, the On-site Shared Vehicle Parking Spaces will be accessible to and exclusively useable by all members of Modo on a 24 hours a day, 7 days a week basis, unless a On-site Shared Vehicle Parking Space is currently in use by a member of Modo.
- 8. Developer permits Modo to directly authorize removal of unauthorized vehicles parked in the On-site Shared Vehicle Parking Space through the towing company contracted by Developer, or a towing company of Modo's choice in the event there is not a designated contractor or if that contractor is unavailable. The unauthorized vehicle(s) parked in the On-site Shared Vehicle Parking Spaces would be removed at the vehicles owners' risk and expense.
- 9. Developer will make reasonable efforts to cause the Municipality to continue to make the Off-site Shared Vehicle Parking Spaces available for the exclusive use of Modo, free-of-charge to Modo, during the Term of this Agreement.
- At least six (6) months prior to the date Developer anticipates that the Occupancy Permit will be issued, Developer shall provide written notice (the "Estimate Notice") to Modo of such estimated date (the "Estimated Occupancy Date").



- 11. Developer shall further provide Modo with written notice of the issuance of the Occupancy Permit (the "**Commencement Date**").
- 12. Developer will ensure that the EV Station is functional and available to be used by Modo upon the Commencement Date.
- 13. Developer agrees that the EV Station will be for the exclusive use of Modo during the term of this Agreement.
- 14. Developer agrees to pay for the electricity withdrawn from the EV Station Electrical Outlet.
- 15. Developer acknowledges and agrees that the Residents will not automatically become Modo Members and must join Modo and meet Modo's membership requirements in order to be eligible to use the Shared Vehicles and participate in the Carsharing Program.
- 16. Subject to section 52 herein, Developer will ensure that binding rules in the form attached hereto as Schedule C will be provided as a separate document with any and all Rental Agreements that Developer or its subsidiaries or any successors or assigns enter into with Residents for the occupancy of residential units within the Development for any length of time.
- 17. Developer agrees that Modo will not be under any obligation whatsoever to provide the Services and issue the Subject Shares if Modo has not received payment from Developer contemplated in section 2(a) by the required deadline set out in Article II of this Agreement.
- 18. Developer warrants that it will be the sole owner of the Development upon completion, and further warrants that it will cause its subsidiaries, any successors or assigns of Developer and any party which may manage or operate the Development from time to time its interests to be bound by the terms of this Agreement.
- 19. The Subject Shares will be registered in the name of and held by Developer. Developer will be the legal owner of all the Subject Shares, and their beneficial interest vests in the Residents in accordance with this Agreement.
- 20. The rules or regulations that Developer or its subsidiaries or any successors or assigns may oblige the Residents to follow with respect to the Carsharing Program or participation in the benefits of Modo membership privileges by way of the Partnership Membership, will include those outlined in Schedule C.
- 21. Every six (6) calendar months during the term of this Agreement commencing on the Commencement Date, Modo will provide Developer in writing the names of all Partner Users. Within thirty (30) calendar days after receipt of this information, Developer will



inform Modo in writing which Partner Users have ceased to be Residents, and unless otherwise advised, Modo will cancel the former Residents' benefits of the Partnership Membership.

IV. BENEFITS AND OBLIGATIONS OF MODO

- 22. Modo agrees that the Partnership Membership will allow up to one hundred and eighty-six (186) Residents to become Partner Users at any one time.
- 23. In the event of a section 4 Project Fee adjustment, Modo will allow one (1) additional Resident to become Partner Users at any one time for every \$xxx received by Modo from Developer as part of the Project Fee adjustment.
- 24. Modo will use the Project Fee, less the amount required to purchase the Subject Shares, to purchase three (3) new four-wheeled automobiles, including one (1) automobile with electric motorization, for use as the Shared Vehicles, and will, forthwith upon the purchase of each Shared Vehicle, provide Developer with a copy of such Shared Vehicle's registration evidencing that such Shared Vehicle is registered in the name of Modo together with proof of insurance. For certainty, while the choice of vehicle to be purchased and deployed each time Developer makes payment as contemplated in section 2 for a Shared Vehicle will be at Modo's sole discretion, Modo will consider the Developer's preference as to the type, make and model of the Shared Vehicle to be purchased. For further certainty, the Shared Electric Vehicle will be provided by Modo on the Commencement Date.
- 25. Modo will deliver the Shared Vehicles to the Shared Vehicle Parking Spaces and will make the Shared Vehicles available for use by the Modo Members in accordance with the terms of this Agreement and pursuant to the Shared Vehicle Deployment Sequence. Modo further acknowledges to make, do and execute, or cause to be made, done and executed, all such further acts, deeds, agreements, transfers, assurances, instruments or documents as may reasonably be required by the Municipality in order to implement the Off-site Shared Vehicle Parking Spaces.
- 26. In the event that the Occupancy Permit is not issued within thirty (30) days of the Estimated Occupancy Date or if access to the On-site Shared Vehicle Parking Spaces is not in accordance with section 7, Modo reserves the right to park the Shared Vehicle to be parked in such parking space at another location suitable for its use within the Carsharing Program and make the Shared Vehicles available for use by Modo Members, provided always that Modo shall deliver such the Shared Vehicles to the On-site Shared Vehicle Parking Spaces in accordance with section 25 above.
- 27. Modo agrees to provide the Shared Vehicles for the use of Modo Members and to cause the Shared Vehicles to be parked in the Shared Vehicle Parking Spaces at all times when not in use by a Modo Member and when not being repaired or serviced. For greater certainty, Modo will not be responsible for any costs in respect of the use



of and access to the Shared Vehicle Parking Spaces during the Term of this Agreement, including, without limitation, the maintenance of the Shared Vehicle Parking Spaces.

- 28. Notwithstanding the foregoing, Modo must promptly and at its own expense clean up any oil or other substance which spills or leaks from a Shared Vehicle onto the premises of the Development, failing which the Developer may clean up such spill or leak, and Modo will reimburse the Developer for the cost thereof.
- 29. Modo will be solely responsible for providing and paying for the Services, including but not limited to the operation, administration, maintenance, repair and insurance costs in respect of the Shared Vehicles and Carsharing Program. If a Shared Vehicle is damaged beyond repair during the Shared Vehicle Minimum Term, Modo shall promptly replace such Shared Vehicle with a vehicle of at least equivalent value and function.
- 30. Modo will at its sole expense install appropriate signage on the On-site Shared Vehicle Parking Spaces
- 31. Modo will, at its sole expense, provide the Municipality with appropriate signage for the Off-site Shared Vehicle Parking Space.
- 32. Modo will pay a fee to Developer in an amount equal to the amount paid by Developer for the electricity withdrawn from the EV Station, based on data logs and reports from the EV Station. The fee will be paid in arrears on a yearly basis, starting on the Commencement Date or such other date as may be agreed upon by Developer and Modo.
- 33. Modo acknowledges and agrees that Developer will not be responsible for any costs associated with the Shared Vehicles, Carsharing Program or the Services, including, without limitation, any applicable taxes or delivery fees in respect of the purchase of the Shared Vehicles or any user or membership fees of any of the Residents, beyond the payment of the Project Fee and the use of and access to the On-site Shared Vehicle Parking Spaces and EV Station. Furthermore, Modo also acknowledges and agrees that the Developer makes no representation or warranty with regards to the Municipality's designation, commitment or approval of the location, of the Off-site Shared Vehicle Parking Spaces and the Developer will not be held liable nor will it be deemed a breach by the Developer if the Municipality fails to provide the Off-site Shared Vehicle Parking Spaces as contemplated in this Agreement.
- 34. Modo reserves the right to relocate the Shared Vehicles parked in the On-site Shared Vehicle Parking Spaces if access to the On-site Shared Vehicle Parking Spaces is not in accordance with section 7 for a duration greater than twenty-four (24) consecutive hours and until access to the On-site Shared Vehicle Parking Spaces has been re-established in accordance with section 7.



- 35. Modo reserves the right to relocate the Shared Electric Vehicle parked in the On-site Shared Vehicle Parking Spaces if access to and use of the EV Station is not provided in accordance with sections 12 and 13 for a duration greater than twenty-four (24) consecutive hours and until access to and use of the EV Station has been re-established in accordance with sections 11 and 12.
- Modo will provide an orientation to all Residents who wish to participate in Modo or use Modo vehicles.
- 37. Modo will provide Developer with marketing materials to promote participation in the Services to Residents and prospective residents of the Development.
- 38. Modo represents and warrants that there are no other obligations associated with the holding of the Subject Shares beyond those which are contemplated in this Agreement, in the rules and policies of Modo regarding its shares, or at law.

V. MARKETING AND MONITORING

- 39. Modo acknowledges that the premises within the Development will be occupied by Residents that will change over time, and Residents who become Partner Users (in accordance with section 15 herein) will change in accordance with the current Residents.
- 40. Modo agrees to establish a marketing program (the "Marketing Program") where Modo will credit \$100 of driving credits ("Driving Credits") to the Modo account of each Resident who becomes a Modo Member, which Driving Credits shall only be applied to fees for usage of Modo vehicles, for the duration of the Shared Vehicle Minimum Term.
- 41. Throughout the duration of the marketing, leasing and occupancy phases of the Development, Developer agrees to communicate the benefits of the Carsharing Program to prospective residents and Residents. This will be done through Developer's existing communications channels such as email, website, collateral, leasing agents and property managers, with the intent to raise awareness and usage of the Services, and with the information and materials in support provided by Modo, including:
 - a) a short description of Modo and offer for the Residents on the Development's website and/or associated rental listings for residential units in the Development;
 - b) a direct email or mail to the Residents once the first Residents have moved in the Development, with a link to a dedicated "welcome" page on Modo's website;
 - c) a follow up direct email or mail to the Residents, six (6) months after the first Residents have moved in the Development, with a link to a dedicated "welcome" page on Modo's website; and



- a small notice (sticker or poster) in a prominent location (i.e. elevator, community room), providing a short description of the Carsharing Program and offer for the Residents.
- 42. During the Term of this Agreement, Developer and Modo shall allow use of each other's graphics in advertising and promotional activities conducted by either party. Such use of graphics must be in a manner whereby the graphics remain in their original form and approved by each party in writing.
- 43. Developer and Modo shall only use each other's wordmarks, logos or trade names during the Term of this Agreement solely in connection with activities relating to the Development. Any other use must receive the prior written approval of each party (by mail or electronic mail).
- 44. Developer shall permit Modo to monitor the impacts of its Services by facilitating the administration of monitoring measures including, but not limited to, the distribution of emails, surveys and questionnaires for the Residents relative to the Services, provided that the Residents, in their sole discretion, may elect not participate in any such monitoring measures.

VI. SECURITY INTEREST

- 45. Subject to receipt of the Project Fee, Modo agrees to grant to Developer a security interest in the Shared Vehicles which shall be registered in the British Columbia Personal Property Registry and to execute a security agreement in the form attached as Schedule E hereto.
- 46. Modo and Developer acknowledges and agrees that Developer may register a security interest in each Shared Vehicle for a term equal to the Shared Vehicle Minimum Term of such Shared Vehicle.

VII. NO FIXED TERM

47. This Agreement shall not have a fixed term and shall continue in full force and effect until terminated in accordance with Articles IX and XI.

VIII. MUTUAL REPRESENTATION

- 48. Each Party represents and warrants to the other that:
 - a) it is an entity duly organized and validly existing under the laws of its jurisdiction of organization or incorporation;



- b) it has the requisite corporate power and authority to enter into this Agreement and to carry out the transactions contemplated by this Agreement; and
- c) this Agreement has been duly executed and delivered on its behalf and constitutes a legal, valid and binding obligation, enforceable against it in accordance with its terms.

IX. TERMINATION AND AMENDMENT

- 49. Developer and Modo agree that, if after execution of this Agreement, Developer does not receive approval for the rezoning application relative to the Development and a development permit for the Development from the Municipality then this Agreement shall be immediately terminated and both parties will be relieved of their obligations herein.
- 50. No amendment, addition, deletion or other modification to this Agreement shall be effective unless in writing and signed by each party.
- 51. Neither party can terminate this Agreement without cause during the first 36 months after the Commencement Date. Any time following the first 36 months after the Commencement Date, either party may terminate this Agreement for any reason without prejudice by providing the other party with six (6) months' written notice of such termination. Termination may also occur by mutual agreement between the parties. For certainty, if either party terminates this Agreement without cause in accordance with this section, Developer will have no further obligation to make any payment for any Shared Vehicle not yet purchased in accordance with section 2, and Modo will have no further claim against Developer for payment for any amount contemplated under section 2 that has not been paid on account of Developer not meeting the conditions required for deployment of the second or third Shared Vehicle, respectively, in accordance with the Shared Deployment Sequence in Schedule D.
- 52. Notwithstanding section 50, Modo reserves the right to exercise its sole discretion to amend the rules governing the Subject Shares as set out in Schedule C. Upon any amendments, Modo shall immediately notify Developer, following which Developer will notify the Residents of such amendments.
- 53. Notwithstanding section 50, Developer and Modo agree that, if the usage of a Shared Vehicle falls below Sustainable Usage Levels, and only after the Shared Vehicle Minimum Term of such a Shared Vehicle has expired, Modo may exercise its sole discretion, acting reasonably, to: (i) replace such a Shared Vehicle with any vehicle of Modo's choice, or (ii) re-locate such a Shared Vehicle from the Shared Vehicle Parking Space(s), in each case so as to ensure that the terms of the Agreement are not oppressive to Modo or its members.



- 54. In the event of an section 53 relocation of all Shared Vehicles, Developer will be relieved of its obligations set forth in sections 5 to 8 and 12 to 14, and Modo will be relieved of its obligations set forth in sections 27 to 29 and 32. For the avoidance of doubt, in the event of an section 53 replacement of a Shared Vehicle, the parties shall not be relieved of their obligations set forth in this section 54.
- 55. If the Development is destroyed and not rebuilt in a form substantially similar to the original buildings, Modo, in its sole discretion, may cancel the Subject Shares held by Developer, and Developer will not be entitled to a refund of the Subject Shares purchase price.
- 56. Either party shall have the right to terminate this Agreement forthwith on the dissolution, winding up or bankruptcy of the other party.

X. DEFAULT

57. A party claiming default under the terms of this Agreement must provide defaulting party with written notice of the default. Notwithstanding any other provision in this Agreement, if the defaulting party fails to correct the default within thirty (30) calendar days of receipt of the written notice, the party claiming default may terminate this Agreement immediately.

XI. DISPUTE RESOLUTION

- 58. If a dispute arises between the parties in connection with this Agreement, then Developer and Modo agree to use the following procedure to resolve the dispute:
 - (a) if the dispute remains unresolved for twenty (20) calendar days after a notice of dispute has been issued as per subsection 58. (b), or if a default is not cured within thirty (30) calendar days after either party notifies the other of such default, the parties shall agree upon and appoint a Mediator for the purpose of mediating such dispute. The appointment of the Mediator shall be carried out in accordance with the terms and conditions of an agreement to be entered into between the parties and the Mediator. The parties shall divide the cost of the Mediator equally. If the parties fail or neglect to agree upon a Mediator within ten (10) calendar days, the Mediator shall be appointed by reference to a Judge of the Supreme Court of British Columbia. No one shall act as a Mediator who has any direct or indirect interest in the subject matter of the Agreement or any direct or indirect interest in the parties to this Agreement;
 - (b) the party initiating the dispute shall send a notice of dispute in writing to the other party which notice shall contain the particulars of the matter in dispute and the relevant provisions of the Agreement. The responding party shall



send a notice of reply in writing to the other party to the dispute within ten (10) days after receipt of the notice of dispute, setting out particulars of its response and any relevant provisions of the Agreement.;

- (c) after a period of ten (10) days following receipt of a responding party's written notice of reply, the parties shall request the Mediator to assist the parties to reach agreement on any unresolved dispute. The Mediator shall conduct a non-binding mediation of the dispute according to the rules and procedures as determined by the Mediator;
- (d) if the dispute has not been resolved within ten (10) days after the Mediator was requested under subsection 58. (a) to assist the parties to reach an agreement, or within such further period agreed to by the parties, the Mediator shall terminate the mediated negotiations by giving notice in writing to both parties;
- (e) except for claims for injunctive relief, all claims, disputes and other matters in question between the parties to the Agreement arising out of or relating to this Agreement which are not resolved by use of the Mediator, shall be decided by final and binding arbitration before a single arbitrator (the "Arbitrator") in accordance with the Arbitration Act (British Columbia). The parties shall agree upon the Arbitrator within fifteen (15) days of the Mediator terminating the mediated negotiations. Failing such agreement between the parties, such Arbitrator shall be finally chosen by reference to a Judge of the Supreme Court of British Columbia. The Arbitrator shall not have any direct or indirect interest in the subject matter of the Development or any direct or indirect interest in either party of subsidiaries of the parties to this Agreement. No arbitration arising out of or relating to this Agreement shall include, by consolidation or joinder or in any other manner, an additional person not a party to this Agreement, except by written consent containing specific reference to this Agreement and signed by each party and any other person sought to be joined. This provision shall be specifically enforceable in any Court of competent jurisdiction;
- (f) the parties covenant and agree that the Arbitrator appointed hereunder has the power, among other things, to specifically declare that a party to this Agreement is in default of the terms of the Agreement and, in appropriate circumstances, declare that the Agreement is terminated and award damages for breach of contract or otherwise;
- (g) the award rendered by the Arbitrator shall be final and binding upon the parties, and judgment may be entered upon it in accordance with applicable law in any Court having jurisdiction within the Province of British Columbia; and

- (h) unless otherwise agreed in writing by the parties, the parties shall continue to meet their obligations under this Agreement while the mediation and arbitration processes are continuing.
- 59. The dispute resolution provisions herein shall survive termination of this Agreement.

XII. NOTICES

60. Notices under this Agreement shall be provided in writing to the following the addresses or electronic mail addresses set out below:

815 Leon Developments Ltd. 612 Bernard Avenue Kelowna, B.C. V1Y 6P3 Email: corey@kayson.ca

MODO CO-OPERATIVE 200 – 470 Granville Street Vancouver, BC, V6C 1V5 Email: info@Modo.coop



- 61. All notices are deemed to have been delivered on the next business day following their posting or emailing.
- 62. Addresses for notice may be amended by written notice from one party to the other.

XIII. ASSIGNMENT

63. Neither party shall transfer or assign this Agreement to any other party without the prior written consent of the parties to this Agreement, which consent shall not be unreasonably withheld.

XIV. INDEMNITY

- 64. Each party agrees to indemnify and save harmless the other party from and against all losses, costs, damages, suits, actions, causes of action, claims or demands in any way resulting from, connected with or arising out of the first party's breach of its obligations under this Agreement.
- 65. Further to section 64 above, and without limitation to the foregoing, the parties acknowledge that Developer has placed a Letter of Credit with the Municipality in the amount of \$165,000.00 relating to the adequate provision of three (3) Shared Vehicles (the "Letter of Credit") within twenty-four (24) months of the Commencement Date. Modo will indemnify and save harmless Developer from any and all manner of actions, causes of action, suits, damages, loss, costs, claims, and demands of any nature



whatsoever relating to the Letter of Credit arising out of any breach of warranty or non-fulfillment of any covenant or obligation on the part of MODO under this Agreement.

XV. GENERAL

- 66. Nothing in this Agreement nor the acts of the parties shall be construed, implied or deemed to create an agency, partnership or joint venture relationship between the parties. Neither party has the right or authority to, and shall not, assume or create any obligation of any nature whatsoever on behalf of the other party or bind the other party in any respect whatsoever.
- 67. This Agreement constitutes the entire agreement between the parties with respect to the subject-matter hereof and cancels and supersedes any prior understandings and agreements between the parties with respect thereto. There are no representations, warranties, terms, conditions, undertakings or collateral agreements, express, implied or statutory, between the parties other than as expressly set forth in this Agreement. For further clarity, this Agreement replaces the Original Agreement.
- 68. Any provision of this Agreement that is or becomes unenforceable shall be unenforceable to the extent of such unenforceability without invalidating the remaining provisions hereof. To the extent permitted by applicable law, each of the parties hereby waives any provision of law that renders any provision hereof unenforceable in any respect.
- 69. Any waiver or consent shall be effective only in the instance and for the purpose for which it is given. A failure to enforce any breach of this Agreement by any party does not constitute a waiver of such breach or any provision of this Agreement by such party.
- 70. This Agreement shall enure to the benefit of and be binding upon the parties and their heirs, executors, administrators, personal representatives, respective successors and permitted assigns.
- 71. The parties shall at all times do, execute, acknowledge and deliver such acts, deeds, agreements and other instruments as may be reasonably necessary or desirable to give full force and effect to the terms of this Agreement.
- 72. This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein and each party irrevocably attorns to the exclusive jurisdiction of the courts of the Province of British Columbia.
- 73. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to

constitute one and the same instrument. Delivery of an executed counterpart of this Agreement by facsimile or electronic means shall be equally effective as delivery of a manually executed counterpart thereof.

[Remainder of page intentionally left blank; signature page to follow.]



IN WITNESS WHEREOF the parties have executed this Agreement as of the date first written above.

MODO CO-OPERATIVE, by its authorized signatory

Name: Patrick Nangle

Title: CEO

815 LEON DEVELOPMENTS LTD., by its authorized signatory

Name: Sam Brovender

Title: Director

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SCHEDULE D This forms part of application # DP20-0003, DVP20-0004 City of Kelowna Planner AT Initials COMMUNITY PLANNING

Page 17 of 17

SCHEDULE A SHARED VEHICLE PARKING SPACES FOR SHARED VEHICLES

ON-SITE SHARED VEHICLE PARKING SPACES

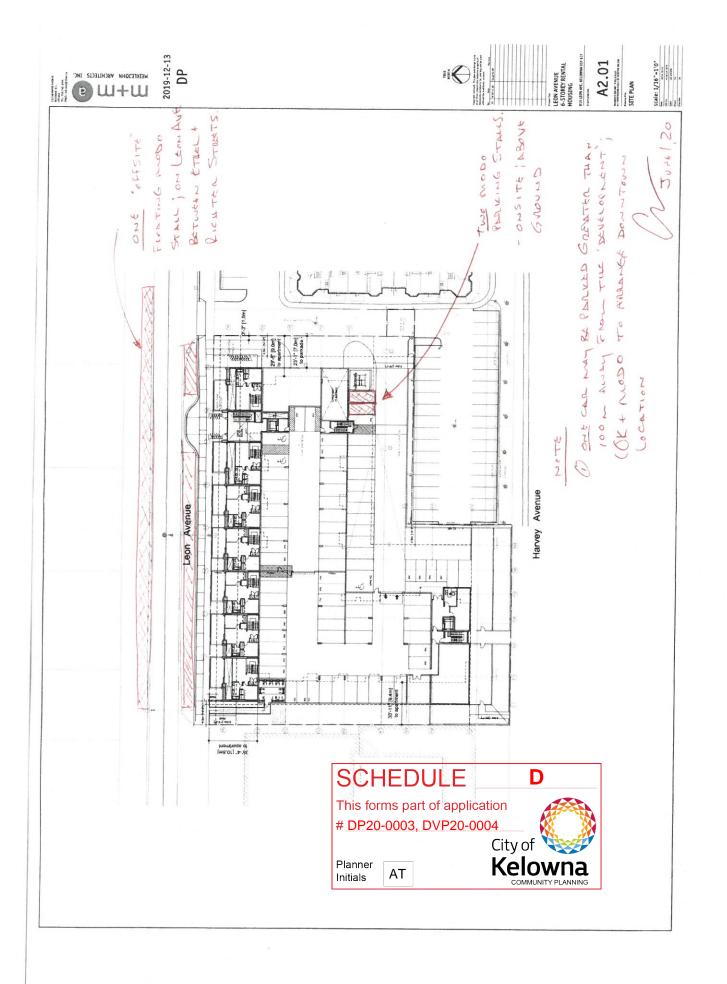
See attached.

OFF-SITE SHARED VEHICLE PARKING SPACES

See attached.



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SCHEDULE B CONSTRUCTION STANDARDS FOR SHARED VEHICLE PARKING SPACE

The Shared Vehicle Parking Space shall be constructed to the satisfaction of the General Manager of Engineering Services and the Chief Building Official of the municipality where the Shared Vehicle Parking Space is being constructed, and in accordance with the following specifications and requirements:

A. General

The Shared Vehicle Parking Space shall be constructed, finished and designated in accordance with applicable municipal building permits, by-laws, policies and guidelines, including the municipal standards as required by the Parking By-law and Building By-law applying to the property upon which the Shared Vehicle Parking Space is being constructed.

B. Dimensions

The Shared Vehicle Parking Space dimensions shall be standardized:

- The minimum height shall be 2.0 meters.
- The minimum width shall be 2.9 meters.
- The minimum length shall be 5.5 meters.

Tandem parking shall not be permitted. Perpendicular and angle parking shall be preferred.

Where one side of a Shared Vehicle Parking Space abuts any portion of a fence or structure, there shall be a horizontal clearance of at least 30 centimetres between such side of the Shared Vehicle Parking Space and the said fence or structure.

C. Location

It is preferred to locate the Shared Vehicle Parking Space at either street level or lane level. If locating the Shared Vehicle Parking Space at street level or lane level is not feasible, the Shared Vehicle Parking Space shall be located at the parking level of the parkade closest to the street level, second only in selection to the siting of disability parking spaces.

If the Shared Vehicle Parking Space is located underground or above ground, the location of the Shared Vehicle Parking Space will be chosen to ensure the greatest possible visibility of the space and most convenient access to the building, second only in selection to the siting of disability parking spaces.

When several Shared Vehicle Parking Spaces are provided, the spaces shall be located next to each other or in close proximity.



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D. Access

Permitted users of the Shared Vehicle to be parked on the Shared Vehicle Parking Space must have the ability to access the Shared Vehicle Parking Space 24 hours a day,/ 7 days a week.

The procedure for permitted users to self-access the Shared Vehicle Parking Space by foot when the Shared Vehicle Parking Space is located in a gated parkade shall consist in typing a code on a keypad or swiping a key fob on a fob reader. The procedure shall be simple and consistent to prevent access disruption.

In the event that a keypad is being used to provide access to the Shared Vehicle Parking Space, it should be possible to change the code of the keypad over time.

The procedure for permitted users to depart from and return to the parkade with a Shared Vehicle when the Shared Vehicle Parking Space for the Shared Vehicle is located in a gated parkade shall consist in typing a code on a keypad or swiping a key fob on a fob reader or using a remote control. The procedure shall not require for the permitted users to step out of the Shared Vehicle to perform the procedure.

In the event that remote controls are being used for permitted users to depart from and return to the parkade with a Shared Vehicle, Modo shall be provided with one more remote control than the number of Shared Vehicles to be parked in the parkade.

The location of the Shared Vehicle Parking Space and procedure to access the Shared Vehicle Parking Space in a gated parkade shall be designed to mitigate potential security concerns from users of the parkade.

E. Maneuverability

The location of the Shared Vehicle Parking Space will be chosen to ensure the Shared Vehicle can be parked in the Shared Vehicle Parking Space driving forward with an angle of approach between 0° and 90°.

An angle of approach to park the Shared Vehicle in the Shared Vehicle Parking Space between 90° and 180° or the need to park the Shared Vehicle in reverse shall not be permitted.

The location of the Shared Vehicle Parking Space shall not require a maneuver more complex than a three-point turn to drive the Shared Vehicle out of the Shared Vehicle Parking Space.

If the Shared Vehicle Parking Space is located in a parkade with an entry/exit ramp, the location of the Shared Vehicle Parking Space shall not require for the Shared Vehicle to be driven in reverse to exit the parkade.



F. Signage

The Shared Vehicle Parking Space shall be clearly designated with signage and pavement markings.

Clear, visible and legible signs shall be placed directing users of the Shared Vehicle to the location of the Shared Vehicle Parking Space, indicating which parking space is the Shared Vehicle Parking Space and marking it as being reserved for the exclusive purpose of parking a Shared Vehicle.

A symbol (similar to that approved for a disability space) shall be stamped/painted on the Shared Vehicle Parking Space.

G. Lighting

The Shared Vehicle Parking Stall shall be illuminated to the satisfaction of the General Manager of Engineering Services of the municipality where the Shared Vehicle Parking Space is being constructed with:

- a) average illumination levels of 11 Lux with a uniformity ratio (average level to minimum level) of 3:1;
- b) luminaires situated in such a way so as not to directly throw light onto streets, lanes, or adjacent properties; and
- c) a photocell or equivalent switch that will activate the lighting system when ambient light levels are 11 Lux or less.

H. Connectivity

Sufficient 3G and/or 4G LTE cellular network reception signal of the cellular network used for the operation of the Shared Vehicle shall be supplied at the Shared Vehicle Parking Space to ensure the reliable operation of the Shared Vehicle service, with:

- a) a Received Signal Strength Indicator (RSSI) for 3G cellular network superior to -86 dBm; and
- b) a Reference Signal Received Power (RSRP) for 4G LTE cellular network superior to 106 dBm.

I. Electric Vehicle charging infrastructure

The Shared Vehicle Parking Space shall be provided with an energized electrical outlet capable of providing Level 2 charging (240 Volts/30 Amps) or higher to the Shared Vehicle Parking Space. If the Shared Vehicle is an electric vehicle, then a Level 2 electric vehicle charging station shall be supplied and installed in the Shared Vehicle Parking Space.



SCHEDULE C RULES ATTACHING TO THE MEMBERSHIP SHARES IN MODO CO-OPERATIVE

- 1. ______ ("Developer"), or its subsidiary or assignee, has entered into an agreement (the "Co-Operative Carsharing Agreement") with Modo Co-operative ("Modo") whereby Modo has issued membership shares (the "Modo Shares") in Modo to Developer for the one hundred and eighty-six (186) current residents of the development located at 815 Leon Avenue in Kelowna, British Columbia (the "Development") so residents of the Development (each a "Resident" and together "Residents") can benefit from Modo membership privileges without the need to themselves pay Modo membership fees.
- 2. Developer is the legal owner of the Modo Shares, and a maximum of one hundred and eighty-six (186) current Residents can on a continuing basis enjoy the benefits of those membership shares subject to meeting Modo's eligibility requirements as set out on Modo's website from time to time.
- 3. A Resident may only have the benefit of the Modo Shares owned by Developer for as long as the Resident is authorized to occupy a residential unit within the Development by the terms of a rental agreement.
- 4. Each Resident will be responsible for and will save Developer or its subsidiaries or any successors or assigns harmless from any and all its obligations incurred and any and all actions, causes of action, costs or claims of whatsoever type or nature levied or made by Modo or by any other person as a result of or in connection with such Resident's use of Modo services or otherwise associated with the Modo Shares of, or membership in, Modo held by Developer or its subsidiaries or any successors or assigns for the benefit of such Resident.
- 5. Residents exercising the rights and benefits of Modo membership by way of the Modo Shares owned by Developer (each a "Partner User" and together "Partner Users") benefit from the same price plan for usage of Modo vehicles as shareholders of Modo and are not granted voting rights.
- 6. Each Resident may apply to become a Partner User, provided that membership privileges are granted to applying and eligible Residents on a first-come, first-served basis.
- 7. Residents may make use of Modo vehicles, pursuant to the Co-Operative Carsharing Agreement and pursuant to the policies and rules of membership in Modo.

{02371027;1}

Page 1 of 3



- 8. In order for a Resident to become a Partner User, the Resident must apply to Modo, such application including but not limited to the following:
 - The Resident, if holder of a driver's licence issued in British Columbia, Canada, must prove current residency at the Development by providing Modo with a copy of its current driver's records indicating the address of the Development;
 - b) The Resident, if holder of a driver's licence issued outside of British Columbia, Canada, must prove current residency at the Development by providing Modo with a copy of a bill indicating the name of the Resident and address of the Development; and
 - c) The Resident must provide contact information and any other information required by Modo regarding the Resident that would allow Modo to determine if the Resident qualifies to exercise the rights and benefits of membership as provided herein and by the rules and policies of Modo as posted on its website and updated from time-to-time.
- 9. A Resident eligible for a membership in Modo may only exercise the rights and benefits of membership in Modo if such Resident would otherwise qualify and/or meet the requirements for those rights and benefits as posted on Modo's website and updated from time-to-time.
- 10. If at any time a Resident does not meet the criteria for the rights and benefits of membership in Modo, then the Resident may not exercise any Modo membership rights and benefits until such time that the Resident may again qualify for the rights and benefits of membership according to the rules for such membership as set out herein and in the rules and policies of Modo.
- 11. Except as provided in these rules herein, the benefits of Modo membership may only be exercised by Residents when Residents have an interest in the Development, and the benefits may not under any circumstances be assigned, transferred or sold by Residents except as provided herein.
- 12. The Modo Shares owned by Developer attach to the residential units of the Development, and their beneficial interest vests in the Residents. Residents who lose the interests or rights in a residential unit of the Development will also lose the benefit of the Modo Shares owned by Developer.
- 13. Every six (6) calendar months, Modo will provide to Developer, in writing, the names of all Partner Users. Within thirty (30) calendar days after receipt of this information, Developer will inform Modo in writing which Partner Users have

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Page 2 of 3

ceased to be Residents, and unless otherwise advised, Modo will cancel the former Residents' beneficial interest in the Modo Shares owned by Developer.

- 14. No Resident is entitled to compensation or a refund of the Modo Shares purchase price upon the transfer of any share or benefit as provided herein, and no Resident may demand or otherwise require Modo to refund or redeem the Modo Shares.
- 15. Partner Users may decide to cease exercising the benefits of the Modo Shares owned by Developer, but the shares remain in the name of Developer and attach to the residential units.
- 16. Modo reserves the right to revoke membership privileges of any Partner User who does not book a Modo vehicle for twelve (12) consecutive months.
- 17. Upon destruction of the residential units in the Development, and if there is a decision not to rebuild the residential units, then the Modo Shares and the purchase price therefor will be absolutely forfeited to Modo without right of compensation of any kind.
- 18. If these rules herein are not provided with the rental agreement of the Residents, then any benefits of membership by way of the Modo Shares owned by Developer are suspended indefinitely until such time as the rules form part of the Residents' rental agreements.



SCHEDULE D SHARED VEHICLE DEPLOYMENT SEQUENCE

Shared Vehicle	Location of Shared Vehicle Parking Space	Time of Shared Vehicle deployment	Conditions for deployment of the Shared Vehicle
Shared Vehicle #1 (Shared Electric Vehicle)	On-site Shared Vehicle Parking Spaces	Within seven (7) days after the Commencement Date.	The On-site Shared Vehicle Parking Spaces are accessible as per section 7 of the Co- operative Carsharing Agreement.
Shared Vehicle #2	Off-site Shared Vehicle Parking Space As directed by the Municipality, the Off- site Shared Vehicle Parking Space will be a floating location on the Leon block between Ethel Street and Richter Street or a location beyond 100m of the Development in an area determined by the Municipality.	Within seven (7) days after the Commencement Date.	The On-site Shared Vehicle Parking Spaces are accessible as per section 6 of the Co- operative Carsharing Agreement. The Off-site Shared Vehicle Parking Space is available for the exclusive use of Modo, free-of-charge to Modo;
Shared Vehicle #3	Off-site Shared Vehicle Parking Spaces As directed by the Municipality, the Off- site Shared Vehicle Parking Space will be the remaining location noted above for Shared Vehicle #2 that has not been utilized at the time of issuance of Shared Vehicle #3.	Within 60 days after all conditions set out in the column titled "Conditions for deployment of the Shared Vehicle" for Shared Vehicle #3 are met or earlier if deemed appropriate by Modo. Notwithstanding the above, Shared Vehicle #3 will be deployed no later than 24 months from the Commencement Date as long as Developer makes payment of the Phased Vehicle Project Fee for Shared Vehicle #3, regardless of whether the other "Conditions for deployment of the Shared Vehicle" are met.	Shared Vehicles #1 and #2 are available to Modo Members as part of the Carsharing Program; Aggregate utilization of all Modo vehicles located within one (1) kilometre radius of the Development is equal or superior to the 40th percentile of Modo's vehicle fleet overall during an entire fiscal quarter; The On-site Shared Vehicle Parking Spaces are accessible as per section 6 of the Co- operative Carsharing Agreement; and The Phased Vehicle Project Fee for Shared Vehicle #3 has been paid to Modo.

For further clarity, the parties acknowledge that notwithstanding the two Off-site Shared Vehicle Parking Spaces described in the Shared Vehicle Deployment Sequence, Developer will provide two (2) On-site Shared Vehicle Parking Spaces. Modo, with direction from the Municipality, may relocate one of the Shared Vehicles to the remaining On-site Vehicle Parking Space at anytime during the Term.



SCHEDULE E SECURITY AGREEMENT

BY: MODO CO-OPERATIVE 200 - 470 Granville Street,

Vancouver, B.C. V6C IV5

815 Leon Developments Ltd.

IN FAVOUR OF:

Kelowna, B.C. V1Y 6P3

612 Bernard Avenue

(the "Grantor")		
	SCHEDULE	D
	This forms part of application # DP20-0003, DVP20-0004	
		y of Williams

(the "Secured Party")

WHEREAS:

A. The Secured Party has financed the acquisition by the Grantor of ______, Vehicle Identification Numbers:

(the "Shared Vehicles"); and

B. The Grantor has agreed to deliver this Agreement to create security over the interest it has in the Shared Vehicles for the benefit of the Secured Party.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the premises and the covenants and agreements herein contained the Grantors and the Secured Party hereby agree as follows:

- 1. Security Interest in the Shared Vehicles. As continuing security for the performance by the Grantor of its obligations set forth in the Co-operative Carsharing Agreement attached hereto (the "Co-op Car Agreement"), the Grantor grants to the Secured Party a security interest (the "Security Interest") in the Shared Vehicles.
- Grant of Security Interest in Proceeds of Collateral. The Grantor also grants the Secured Party a security interest in the proceeds derived directly or indirectly from any dealing with the Shared Vehicles, including but not limited to, accounts receivable, bills of exchange, insurance proceeds, chattel paper, intangibles, motor



vehicles, and all other after acquired property constituting proceeds. The Grantor acknowledges that the Security Interest hereby created attaches upon the execution of this Security Agreement, that the value has been given and that the Grantor has rights in the Shared Vehicles.

- 3. **Use and Location of the Shared Vehicles.** The Grantor will not sell, lease or otherwise dispose of the Shared Vehicles without the prior written consent of the Secured Party and the Grantor will keep the Shared Vehicles in good condition, reasonable wear and tear excepted.
- 4. **No Liens on Shared Vehicles.** The Grantor shall not permit any lien, charge, encumbrance or security interest (each, a "Lien") to attach to the Shared Vehicles which ranks prior to or equal with or could in any event rank prior to the equal with the rank of the Security Interest. The Grantor shall not enter into any agreement with any person which would obtain prior or equal rank for any Lien over the rank of the 'Security Interest'.
- 5. **Name of Grantor.** The Grantor covenants not to change its name without giving fifteen (15) days' prior written notice to the Secured Party (so as to enable the Secured Party to amend its registration in respect of this Agreement and protect its rights hereunder).
- 6. **Default.** It shall be a "Default" under this agreement if
 - a. the Grantor breaches or fails to perform any of the terms, conditions, obligations or covenants to be observed and performed by the Grantor under the Co-op Car Agreement, and persists in such failure or breach after thirty (30) days notice by the Secured Party requiring that the Grantor remedy such failure or breach,
 - b. the Grantor commits an act of bankruptcy or becomes insolvent or files a proposal or a notice of intention to file a proposal,
 - c. an assignment for the benefit of creditors under applicable bankruptcy or similar legislation is made or a petition is filed,
 - d. an order is made, a resolution is passed, or any other step is taken for the bankruptcy, liquidation, dissolution or winding-up of the Grantor or for any arrangement or composition of its debts, or
 - e. a receiver, receiver and manager or receiver-manager of the Grantor is appointed.
- 7. **Remedies.** The Security Interest is immediately enforceable, upon the occurrence of a Default, and the Secured Party, at its option, may exercise at any time following such Default any or all of the rights, remedies, privileges and powers available to it under this Agreement, the *Personal Property Security Act* (British Columbia) or any other applicable legislation. All rights, remedies, privileges and powers of the Secured Party hereunder are cumulative and no such right, remedy, privilege or power is exhaustive but is in addition to each other right, remedy, privilege and power of the Secured Party hereunder or under any other agreement, instrument or document now or hereafter existing at law or in equity or by statute.

- Costs of Enforcement. The Grantor will be responsible for payment of all costs, charges and expenses (including legal costs on a solicitor and own client basis) of the Secured Party of and incidental to any proceeding taken to enforce the remedies of this Agreement.
- 9. **Loss, Injury or Destruction.** The loss, injury or destruction of the Shared Vehicles shall not operate in any manner to release the Grantor from its obligations to the Secured Party under the Co-op Car Agreement.
- 10. **Term**. The Security Interest granted hereunder shall terminate and be of no further force and effect as of the expiry of the Shared Vehicle Minimum Term (as defined in the Co-Op Car Agreement).
- 11. **Amendment.** This Agreement may be altered or amended only by an agreement in writing signed by the parties hereto.
- 12. **Binding Effect.** This Agreement shall endure to the benefit of and be binding upon the heirs, executors, administrators, legal and personal representatives, successors and permitted assigns of the parities, as applicable.
- 13. **Governing Law.** This Agreement is governed by and will be construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein.
- 14. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original and all of which taken together will he deemed to constitute on and the same instrument.
- 15. **Execution by Electronic Means**. This Agreement may be executed by the Grantors and transmitted by facsimile or other electronic means, and when it is executed and transmitted this Agreement shall be for all purposes as effective as if the Grantor had delivered an executed original Agreement.

IN WITNESS WHEREOF the Grantor has executed this Agreement on the ____ day of

MODO CO-OPERATIVE

Name:			

Title: _____





DP20-0003 February 12, 2020

Comprehensive Development Permit Area

DEVELOPMENT PERMIT GUIDELINES

Consideration has been given to the following guidelines as identified in Section 14.A. of the City of Kelowna Official Community Plan relating to Comprehensive Development Permit Areas:

COMPREHENSIVE DEVELOPMENT PERMIT AREA	YES	NO	N/A
Authenticity and Regional Expression			
Do landscaping and building form convey a character that is distinct to Kelowna and the Central Okanagan?	\checkmark		
Are materials in keeping with the character of the region?	\checkmark		
Are colours used common in the region's natural landscape?	\checkmark		
Does the design provide for a transition between the indoors and outdoors?	\checkmark		
Context			
Does the proposal maintain the established or envisioned architectural character of the neighbourhood?	\checkmark		
Does interim development consider neighbouring properties designated for more intensive development?	\checkmark		
Are façade treatments facing residential areas attractive and context sensitive?	\checkmark		
Are architectural elements aligned from one building to the next?			\checkmark
For exterior changes, is the original character of the building respected and enhanced?			\checkmark
Is the design unique without visually dominating neighbouring buildings?	\checkmark		
For developments with multiple buildings, is there a sense of architectural unity and cohesiveness?			\checkmark
Relationship to the Street			
Do buildings create the desired streetscape rhythm?	\checkmark		
Are parkade entrances located at grade?	\checkmark		
For buildings with multiple street frontages, is equal emphasis given to each frontage?			\checkmark
Massing and Height			
Does the design mitigate the actual and perceived mass of buildings?	\checkmark		
Does the height consider shading and view impacts for neighbouring properties and transition to less intensive areas?	\checkmark		
Human Scale			
Are architectural elements scaled for pedestrians?	\checkmark		
Are façades articulated with indentations and projections?	\checkmark		

	ATTACHMEN	ТВ		-
	This forms part of applica	tion		20-0003 12, 2020
	# DP20-0003, DVP20-00	04	ebioa	12, 2020
COMPREHENSIVE DEVELOPMENT PERMIT AREA		City₽₹	NO	N/A
Are top, middle and bottom building elements distingu	Planner Shitials AT	Kejo	WNA TY PLANNING	
Do proposed buildings have an identifiable base, middle	e and top?	\checkmark		
Are building facades designed with a balance of vertical proportions?	l and horizontal	\checkmark		
Are horizontal glazed areas divided into vertically propo separated by mullions or building structures?	ortioned windows	\checkmark		
Does the design incorporate roof overhangs and the use canopies and other window screening techniques?	e of awnings, louvers,	\checkmark		
Is the visual impact of enclosed elevator shafts reduced treatments?	through architectural	 ✓ 		
Exterior Elevations and Materials			<u> </u>	
Are buildings finished with materials that are natural, lo appropriate to the character of the development?	ocal, durable and	✓		
Are entrances visually prominent, accessible and recog	nizable?	\checkmark		
Are higher quality materials continued around building	corners or edges that are	✓		
visible to the public? Are a variety of materials used to create contrast, enhance the pedestrian				
environment and reduce the apparent mass of a buildin	q?	•		
Are elements other than colour used as the dominant fe	eature of a building?	 ✓ 		
Public and Private Open Space				
Does public open space promote interaction and move	-	✓		
Are public and private open spaces oriented to take adv from the elements?	vantage of and protect	\checkmark		
Is there an appropriate transition between public and p	rivate open spaces?	\checkmark		
Are amenities such as benches, garbage receptacles, bi community notice boards included on site?	cycle stands and	\checkmark		
Site Access				
Is the safe and convenient movement of pedestrians pr	ioritized?	\checkmark		
Are alternative and active modes of transportation supportation supportation support design?	ported through the site	\checkmark		
Are identifiable and well-lit pathways provided to front	entrances?	\checkmark		
Do paved surfaces provide visual interest?		\checkmark		
Is parking located behind or inside buildings, or below g	jrade?	\checkmark		
Are large expanses of parking separated by landscaping	g or buildings?	\checkmark		
Are vehicle and service accesses from lower order roads	s or lanes?	\checkmark		

	ATTACHM	ENT	B DP20-0003
	This forms part of a		
COMPREHENSIVE DEVELOPMENT PERMIT AREA	#_DP20-0003, DVP	20-0004	
Do vehicle and service accesses have minimal impact on the str	eetsoape and		Kelowna
public views? Is visible and secure bicycle parking provided in new parking str			COMMUNITY PLANNING
parking lots?	octores and	\checkmark	
Environmental Design and Green Building			
Does the proposal consider solar gain and exposure?		\checkmark	
Are green walls or shade trees incorporated in the design?		\checkmark	
Does the site layout minimize stormwater runoff?		\checkmark	
Are sustainable construction methods and materials used in the	e project?	\checkmark	
Are green building strategies incorporated into the design?		\checkmark	
Decks, Balconies, Rooftops and Common Outdoor Amenity	Space		
Are decks, balconies or common outdoor amenity spaces provi	ded?	\checkmark	
Does hard and soft landscaping enhance the usability of decks, outdoor amenity spaces?	balconies and	\checkmark	
Are large flat expanses of roof enhanced with texture, colour of	r landscaping	1	
where they are visible from above or adjacent properties?			
Amenities, Ancillary Services and Utilities			
Are loading, garage, storage, utility and other ancillary services from public view?	s located away	\checkmark	
Are vents, mechanical rooms / equipment and elevator pentho		\checkmark	
with the roof or screened with finishes compatible with the bui	lding's design?		
Landscape Development and Irrigation Water Conservation			
Does landscaping:		-	
 Compliment and soften the building's architectural fea undesirable elements? 	tures and mitigate	\checkmark	
 Maintain the dominant pattern of landscaping along th surrounding properties? 	e street and	\checkmark	
Enhance the pedestrian environment and the sense of	personal safety?	\checkmark	
 Screen parking areas, mechanical functions, and garba areas? 	ge and recycling	\checkmark	
Respect required sightlines from roadways and enhance	e public views?	✓	
Retain existing healthy mature trees and vegetation?			✓
Use native plants that are drought tolerant?		\checkmark	
Define distinct private outdoor space for all ground-lev	el dwellings?	\checkmark	
Do any fences and retaining walls create visual interest and en-	nance the	\checkmark	
pedestrian environment?		1	

COMPREHENSIVE DEVELOPMENT PERMIT AREA	YES	NO	N/A
Do parking lots have one shade tree per four parking stalls?		\checkmark	
Does the Landscape Architect's Landscape Water Conservation Report:	-	-	-
 Meet the requirements for Landscape Water Budget calculations for the landscaped area? 	\checkmark		
 Indicate how the development complies with or varies from the Landscape Water Conservation Guidelines? 	\checkmark		
Landscape Water Conservation Guidelines			
Are plants grouped into "hydro-zones" of high, medium and low or unirrigated / unwatered areas?			
Does at least 25% of the total landscaped area require no irrigation / watering?		\checkmark	
Does at least 25% of the total landscaped area require low water use?		\checkmark	
Does at most 50% of the total landscaped area require medium or high water use?		\checkmark	
Is mulch cover provided for shrubs and groundcover to reduce soil evaporation?	\checkmark		
Do water features such as pools and fountains use recirculated water systems?			\checkmark
Do landscape installation standards meet the requirements of the BC Landscape Standard and / or the Master Municipal Construction Document?	\checkmark		
Are the required written declarations signed by a qualified Landscape Architect?	\checkmark		
Irrigation System Guidelines			
Is the Irrigation Plan prepared by a Qualified Professional?	\checkmark		
Are irrigation circuits grouped into "hydro-zones" of high, medium and low or unirrigated / unwatered areas consistent with the landscaping plan?	\checkmark		
Is drip or low volume irrigation used?	\checkmark		
Are the required written declarations signed by a qualified Certified Irrigation Designer?	\checkmark		
Crime prevention			
Are CPTED practices as related to landscaping, siting, form and exterior design included in the design?	\checkmark		
Are building materials vandalism resistant?	\checkmark		
Universal Accessible Design			
Is access for persons with disabilities integrated into the overall site plan and clearly visible from the principal entrance?	\checkmark		
Are the site layout, services and amenities easy to understand and navigate?	✓		

ATTACHMENT



Β

Planner AT Initials



November 28, 2019

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



Attn: Mr. Aaron Thibeault, Planner

<u>RE: OCP Amendment, Rezoning and Development Permit Application – 815 Leon Ave</u>

Dear Aaron,

The attached submission is an Official Community Plan amendment, Rezoning, and Development Permit application for 815 Leon Avenue. Further to our application discussions, we are pleased to propose a purpose-built rental building comprised of a blend of street-oriented townhomes and apartment units. We are excited to introduce a new housing option to this transitional and vibrant area of the city. There are a variety of floorplans which will offer a broad demographic the ability to make this new residence their home. The development is committed to offer a long term, affordable housing solution to Kelowna residents who desire a housing option close to the downtown core.

Project Description

The application proposes 127 dwelling units containing a mix of townhomes and apartments in a six-storey structure. The property frontage will be oriented toward Leon Avenue between Richter and Ethel Streets and borders Harvey Avenue to the south. The new building is responsive to the neighboring properties and is a positive introduction to the streetscape. Careful attention has been given to responding to the residential dwellings to the north and the busy streetscape along Highway 97. The proposed increase in density is an appropriate approach for this location.

In order to facilitate this new development, the following is requested:

Official Community Plan

 To amend the current OCP from Multiple Unit Residential (Medium Density – MRM) to Multiple Unit Residential (High Density – MRH).

Rezoning Application

 Rezone the site from RU6 – Two Dwelling Housing to RM6 – High Rise Apartment Housing (with a height limitation) in alignment with the proposed changes to the OCP. **Development Permit**

• Included is a proposal for a rental apartment consisting of 127 units with structured parking and residential amenities to support the completed development. There are three variances requested for the project which are described in detail within.

Development Variances

• The zoning summary included in the drawing package has detailed information on the following requested variances:

DVP 1 - Site coverage area

DVP 2 - Front yard set back

DVP 3 - Parking requirements

DVP 4 – Landscape buffer



Project Rationale

Our community continues to grow in population with increased levels forecast to the year 2040. Providing affordable housing options is a key priority for our community. Providing housing within the Urban Core is a mandate of the present Council. The Harvey Avenue corridor is a location suitable for increased density with recent buildings representative of this proposed development. Prato Square, Cambridge House, and Central Green are all current examples of new residential developments along Highway 97 within close proximity to downtown. Beyond the recent buildings mentioned, there are also pre-existing 4, 5, & 12 storey structures within the residential block of this location.

We believe the requested rezoning with a six-storey height limitation and a minor OCP amendment is an appropriate designation for the subject site. The available FAR contained within the RM6 zone lends itself to a greater ability to organize the livable spaces and density consistent with surrounding multi-unit buildings. The scale and exterior materials selected are also responsive to the architectural language of the Urban Core. A resident in this location will enjoy close community amenities, walkable activities, and everything the downtown area offers while realizing an affordable rental lifestyle.

Site Access and Vehicle Movement

Extensive efforts have gone into minimizing hard surfaces and streamlining traffic circulation. A pre-existing SRW on the adjacent property to this site has enabled the development to access the property with minimal new asphalt paving. Traffic is directed from either Richter or Ethel Street, onto Leon Avenue and into a shared drive aisle perpendicular the roadway. The driveway is a shared entry with our neighbour to the east, 863 Leon Avenue. This lane has allowed a greater expanse of green space and activation of each façade of the building.

The parking levels are situated to the rear of the property with entrance doors concealed from Harvey Avenue utilizing landscape and architectural screening.

West Point Projects Ltd. 612 Bernard Ave. Kelowna, BC V1Y 2G3 A dual entry parade has eliminated ramps and unnecessary underground space. Surface parking is also contained within the drive aisle to streamline the tenant and visitor experience. Parking stalls are also primarily 'Full Size Vehicle' with a mixture of 'Medium Size Vehicle' stalls. Each of these spaces will be effective for any type of vehicle to be parked.

Landscape and Lifestyle Amenities

The townhome units that line the frontage of Leon Avenue all have front entry doors that are oriented to the streetscape as well as a dedicated parking stall connected to the home. Young families or those interested in compact, urban living will enjoy these homes. Each townhome also has an outdoor patio which interfaces with the walkway in front of the development creating a warm and inviting presence.

As you make your way up in the building, second level apartments will have outdoor garden and patio areas for private use. Having the ability to enjoy the indoor/outdoor climate in the Okanagan is a priority for planning in this development.

Finally, diverse common amenities are planned for the interior of the building. These 'themed' rooms will allow a multitude of uses. Other lifestyle amenities contemplated include a fitness area, dog park and pet recreation, dog wash, relaxation areas, and dedicated resident storage on each floor level. Planning for the development is aimed at a lifestyle for long-term rental residents. We want to ensure this building will feel like 'home'.

Community Well-Being and Connectedness

There are two primary considerations in this section, crime prevention and urban interaction. As part of the community well-being, safety measures such as security cameras, secure tenant access, generous lighting, and activated building faces have all been contemplated. Crime prevention and a sense of safety is a primary need for all of us. The rental homes in this development respond to our basic need for secure shelter. An active property manager and welcoming lobby environment will also add to the comfort of all residents within the development.

The urban interaction surrounding the subject property is significant. The installation and ongoing improvements to the Ethel Street Active Transportation Corridor is a feature we are truly excited about. Walking, running, and cycling from the development is even greater now with the addition of dedicated bike lanes. The Knowles Heritage Park is 400m from the front entrance of the development and provides a beautiful public park for residents to enjoy. Also, being steps from the Urban Core, there are a multitude of restaurants, events, and community amenities that are all available. Being 'plugged-in' will be easy to do from this development.



West Point Projects Ltd. 612 Bernard Ave. Kelowna, BC V1Y 2G3

<u>Closing</u>

This application is a significant opportunity to add new housing options within the downtown neighborhood. The proposal offers a variety of high-quality rental homes which will respond to the continued demand and sustainability of our growing city. The location of the project reinforces the consistent theme of building forms along our city's busiest roadway.

As a group of local business owners and residents, we look forward to receiving the support of Staff and Council for this Development Permit Application. We welcome your feedback as we work together to enhance our community.

Kind Regards,

Sincerely,

Mr. Corey Makus Partner, 815 Leon Developments Ltd.



cc: Rob Haberman Sam Brovender West Point Projects Ltd.



DP20-0003 & DVP20-0004 815 Leon Ave.

Development Permit &

Development Variance Permit Application



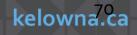
Proposal

To consider a Development Permit for the form and character of a 6 ½ storey apartment building; and to consider a Development Variance Permit to vary the following: 1) Site coverage; 2) Front yard setback; 3) Minimum landscape buffer at rear yard; 4) Vehicle parking stall requirement; and 5) Location of car-share vehicle.

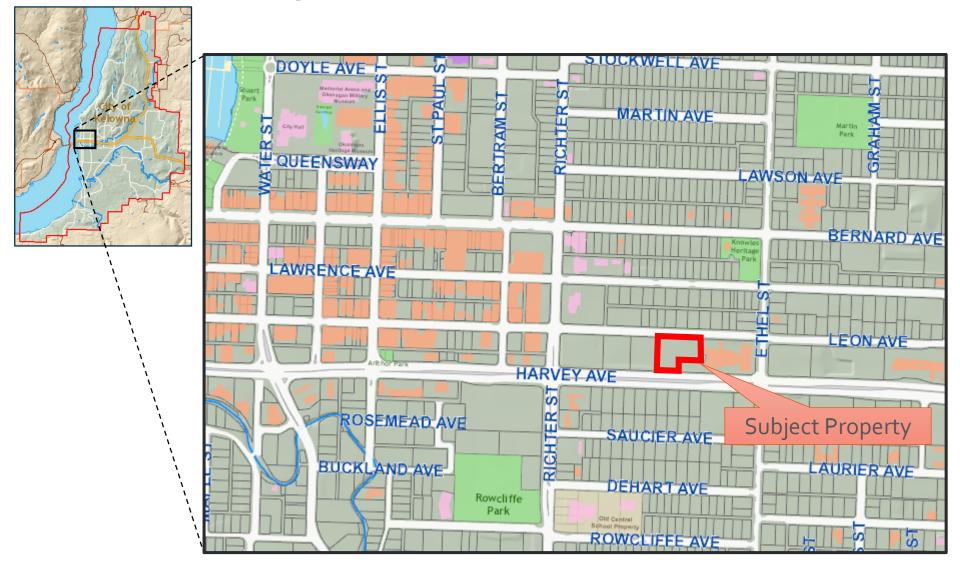


Development Process

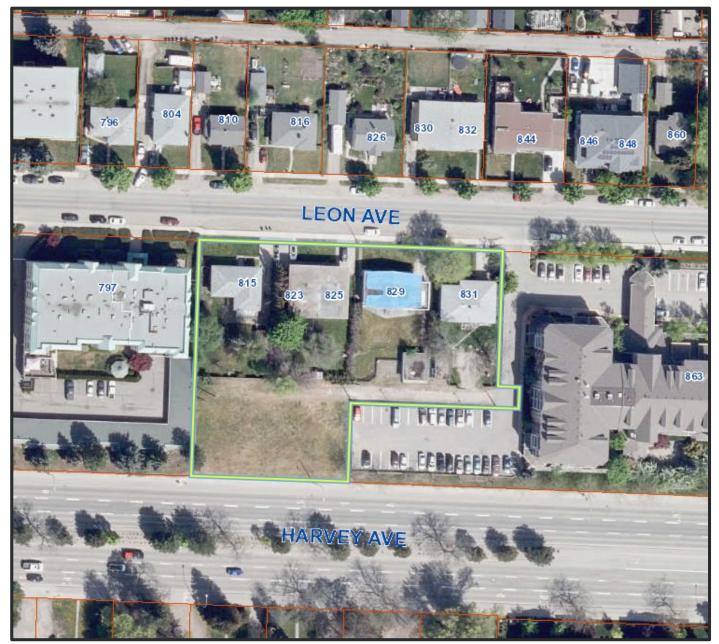




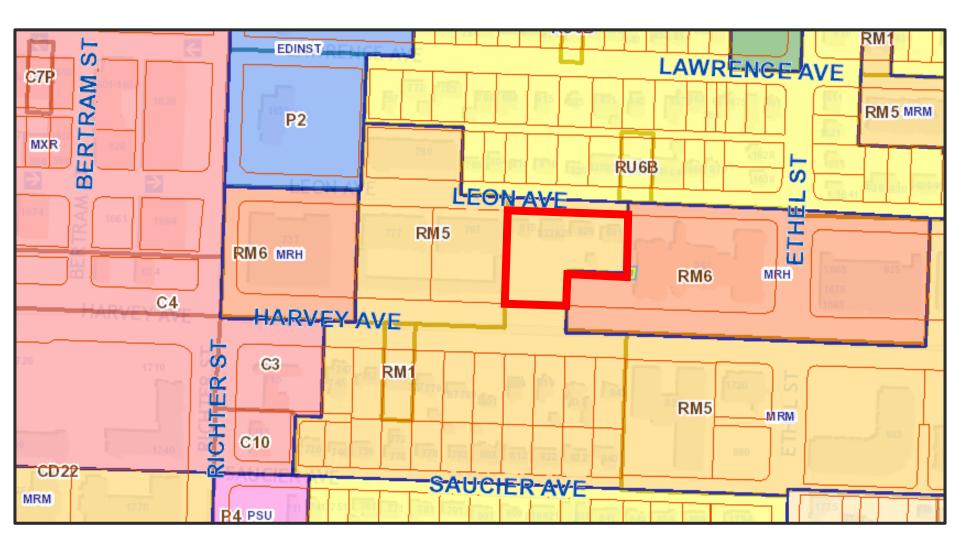
Context Map



Subject Property Map



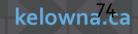
OCP Future Land Use / Zoning





Background

- The proposal requires both a rezoning and an OCP Amendment.
 - ▶ OCP Amendment: MRM ➡ MRH
 - ▶ Rezoning: RU6 ➡ RM6
- Supported on condition of a covenant limiting height of development to 6 ¹/₂ storeys and 24m.
 - Covenant now on Title

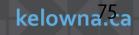


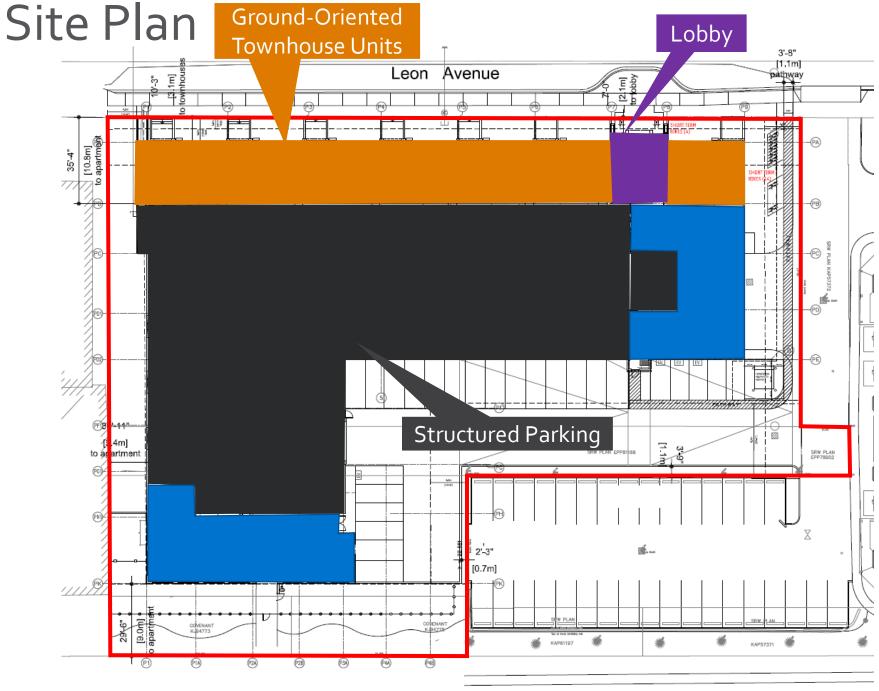
Project/technical details



The applicant proposes a 6 ½ storey purpose-built rental apartment building with ground-oriented townhouse units on the first and second storey and apartment units setback above.







Harvey Avenue

76

Elevations – North







window/door/trim - charcoal

cementitious panel-pearl grey condo

cementitious panel-light grey Townhouse



brick - mutual materials Aspen mission texture Condo

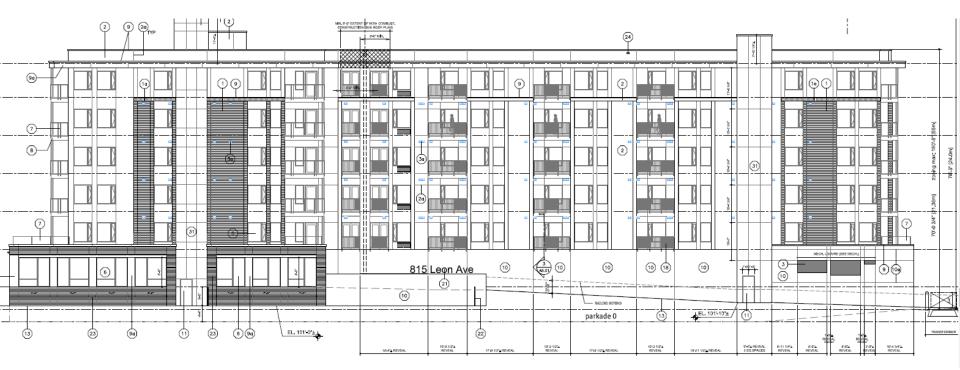


brick - mutual materials Redondo Gray mission texture Townhouse

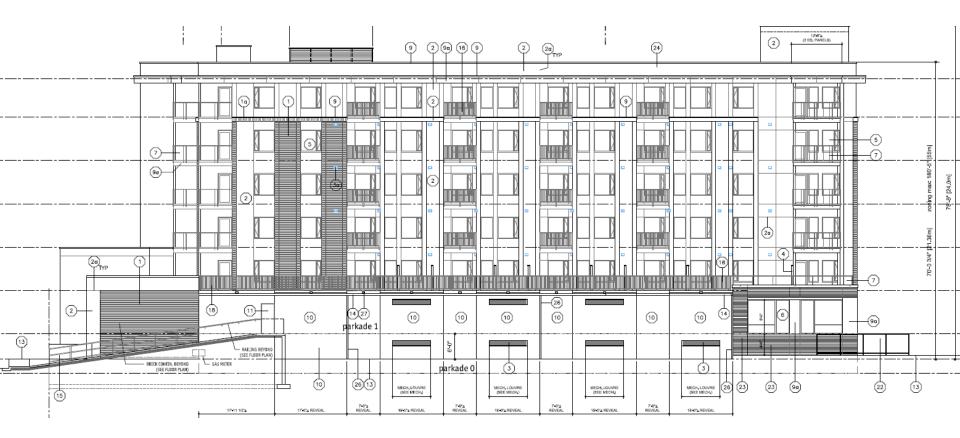
stucco dark gray



Elevations – South



Elevations – West



Elevations – East





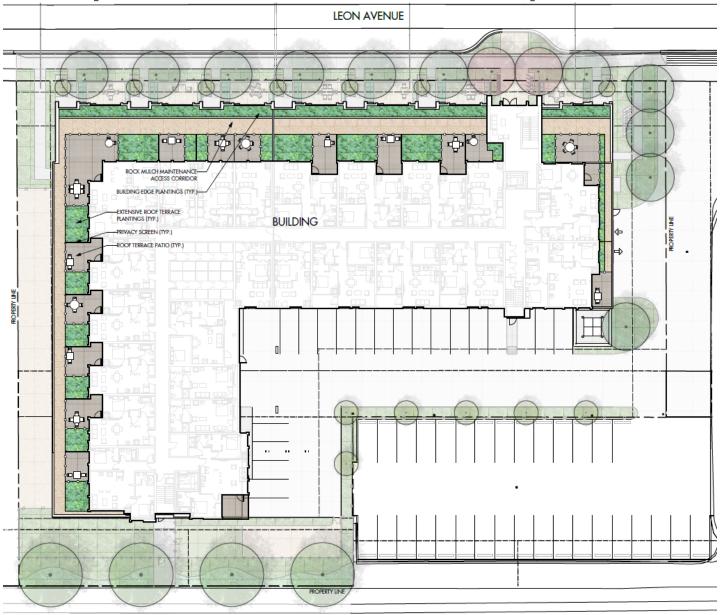




Landscape Plan – Grade



Landscape Plan – 3rd Storey



Development Policy



- The proposed development substantially meets the Comprehensive Development Permit Guidelines.
 - High degree of architectural articulation, horizontally and vertically
 - Good quality materials and appropriate color scheme
 - Ground-oriented townhouse units with front yards activate street, add visual interest and provide a pedestrian-friendly environment



Extended, landscaped balconies above townhouse units provide attractive private space and additional 'eyes-on-the-street'

kelowna.ca

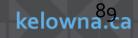


- Increase site coverage from 50% permitted to 76%.
- Proposal yet delivers a large amount of highquality landscaping and green space throughout (incl. 3rd storey balconies).

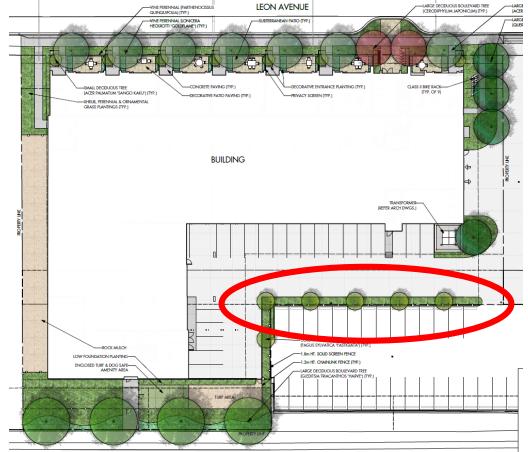




- Reduce the front yard setback from 6.om required to 2.1m.
 - Main entrance is setback 2.1m, while townhouse units are setback 3.1m
- Ground-orientation of the units at grade reduce the necessity and desirability of an extended setback.
 - Iand-use zones that more explicitly make provision for ground-oriented units allow the front yard setback to be reduced to 1.5m



- Reduce the landscape buffer for a portion of the rear yard from 3m required to 1.1m.
- Area wherein the landscape buffer is reduced fronts onto a parking area on an adjacent lot where the need for extensive landscaping is less crucial.





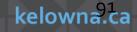


- Reduce the number of parking stalls from 178 required to 147.
- The 147 parking stalls provided meets the requirement for development within an urban centre.
- The development is just outside the City Centre Urban Centre (within 200m). Given this close proximity, Staff believe it is reasonable to treat the development as one that is within an urban centre.
- Also, the apartment building is to be a purpose-built rental, and it has been established that rental units require less parking than owner-occupied units.





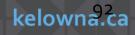
- Permit a car-share vehicle to be located outside of 100m from the subject property.
- 3 car share vehicles are proposed, to offset the requirement of 15 parking stalls, in accordance with the car share incentives described in the Zoning Bylaw.
- I of the 3 car share vehicles is proposed to be outside of 100m of the subject property.
- Staff support the variance as the proposal is consistent with the City's goal of increasing carshare activity as a community benefit and public good.





Staff Recommendation

- Staff support the Development Permit as the proposal substantially meets the Comprehensive Development Permit Guidelines.
- Staff support the variances for reasons given above
 - ▶ 1) Site coverage (50% → 76%)
 - ► 2) Front yard setback (6m ⇒ 2.1m)
 - ► 3) Minimum landscape buffer at rear yard (3m ⇒ 1.1m)
 - ► 4) Vehicle parking stall requirement (178 → 147)
 - 5) Location of car share vehicle (>100m from lot)



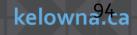


Conclusion of Staff Remarks



Project/technical details

- The applicant also proposes the following variances:
 - Relaxing the site coverage maximum from 50% to 76%;
 - Reducing the front yard setback from 6m to 2.1m;
 - Reducing the landscape buffer at the rear yard from 3m to 1.1m;
 - Relaxing the car parking requirement from 178 to 147 stalls; and
 - Allowing a car share vehicle to be located further than 100m from the subject property.









Development Benefits

values

Progressive Lifestyle Modern

Family Long Term Home

Attentive High Touch

> Safety Comfort

Thoughtful Intentional SMART COMMUNITY HOSPITALITY SECURITY QUALITY



A wide variety of housing options

10	bachelor suites	space & price conscious units
50	one bedroom	efficiently organized
35	one bed plus den	added living area
20	two bedroom	corner units maximizing views
5	penthouses	loft-style units for flexibility
7	townhomes	2 & 3 bdrm street front units



Development Benefits

smart solutions

- Fortis Commercial New Construction Incentive Program ۲
 - New program introduced May 1st aimed at improving efficiencies beyond BC building _ code
- **Extensive Amenities**
 - Lifestyle spaces to extend the internal living areas of each home
- **EV** Charging Stations ullet
 - A bank of 25 charging stations, both dedicated for residents and guest areas within the parkade
- Solar Ready ٠
 - Photovoltaic prepared to augment common area and EV energy consumption 99

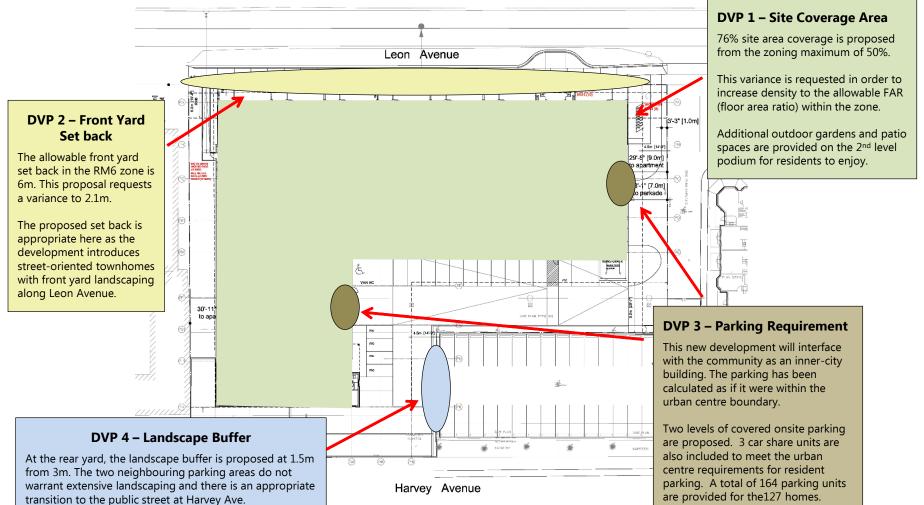


Responsive to the Community





Development Variances





DVP 1 - Site Coverage

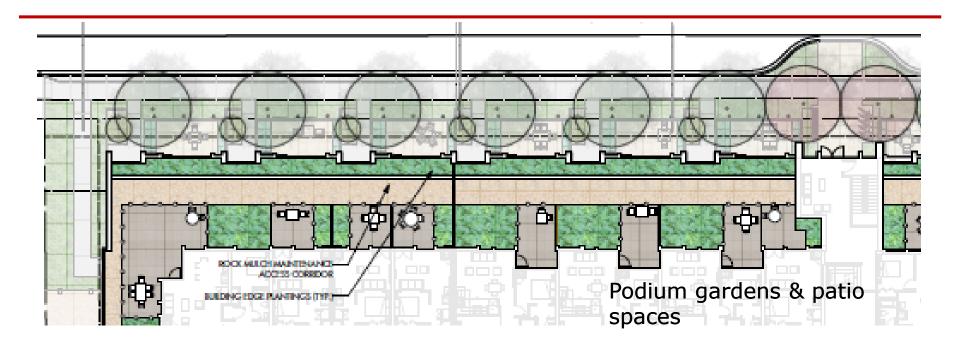
Northeast elevation - Leon Avenue

Townhome units line the frontage to engage the streetscape; activated rooftops provide added outdoor space





DVP 1 - Site Coverage

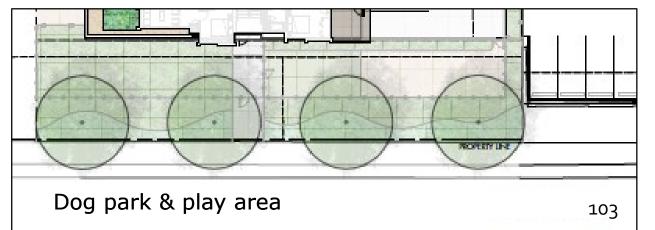


DVP 1 – Site Coverage Area

76% site area coverage is proposed from the zoning maximum of 50%.

This variance is requested in order to increase density to the allowable FAR (floor area ratio) within the zone.

Additional outdoor gardens and patio spaces are provided on the 2nd level podium for residents to enjoy.





DVP 2 – Front Yard Setback

Streetscape - inspiration image



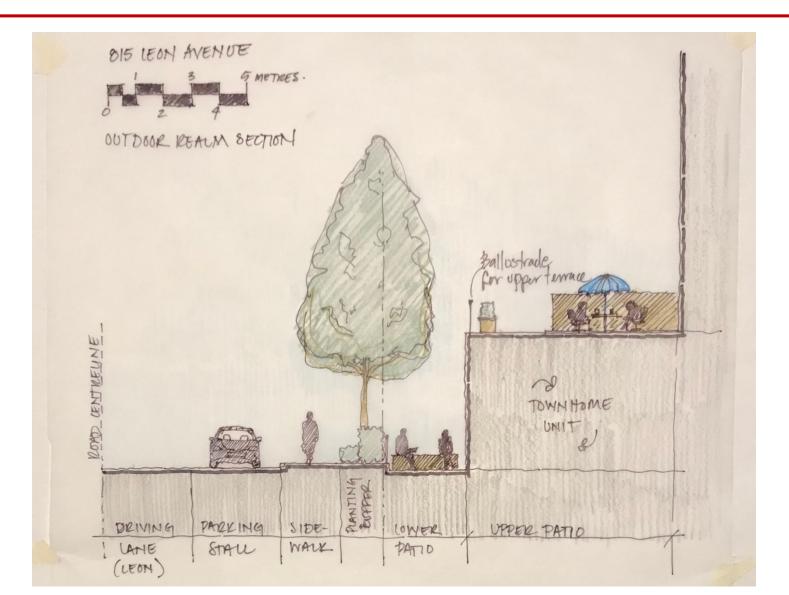
DVP 2 – Front Yard Set back

The allowable front yard set back in the RM6 zone is 6m. This proposal requests a variance to 2.1m.

The proposed set back is appropriate here as the development introduces street-oriented townhomes with front yard landscaping along Leon Aven**104**



DVP 2 – Front Yard Setback





DVP 3 - Parking Rationale

The proximity of the site to the Downtown Urban Centre has been at the core of planning vehicle movement and parking for the development. The subject property is 200 meters from the Urban Centre. Providing full & medium size stalls and visitor parking for each home has been provided in accordance with the Bylaws outlined in the Urban Centre. The utilization of three car share vehicles is also a part of the parking plan in order to encourage residents to be less dependant on personal vehicles. Parking Calculation Downtown Urban Centre 815 Leon Avenue Townhomes & Apartments LEON AVE Issued: Dec 13, 2019 **Urban Centre Parking Calculation** Unit Type No of stall No of unit Required 200m bachelor 0.90 10 9 1 bed 1.00 50 50 2 bed 1.25 63 79 3 bed 1.50 4 6 Total 127 144 **Outside Urban Centre** Within Urban Centre Proposed Parking Summary bachelor 10 9 1 bed 63 50 AUCIER AVE 2 bed 94 79 3 bed 8 6 175 Sub-total Residential 144 129 18 Visitor 18 18 Subtotal 193 162 147 DEHARTAVE Bonus - 3 car shares 15 15 15 Total 178 147 186



DVP 3 – Car share Implementation

DVP 3 – Parking Requirement

This new development will interface with the community as an inner-city building. The parking has been calculated as if it were within the urban centre boundary.

Two levels of covered onsite parking are proposed. 3 car share units are also included to meet the urban centre requirements for resident parking. A total of 164 parking units are provided for the127 homes.

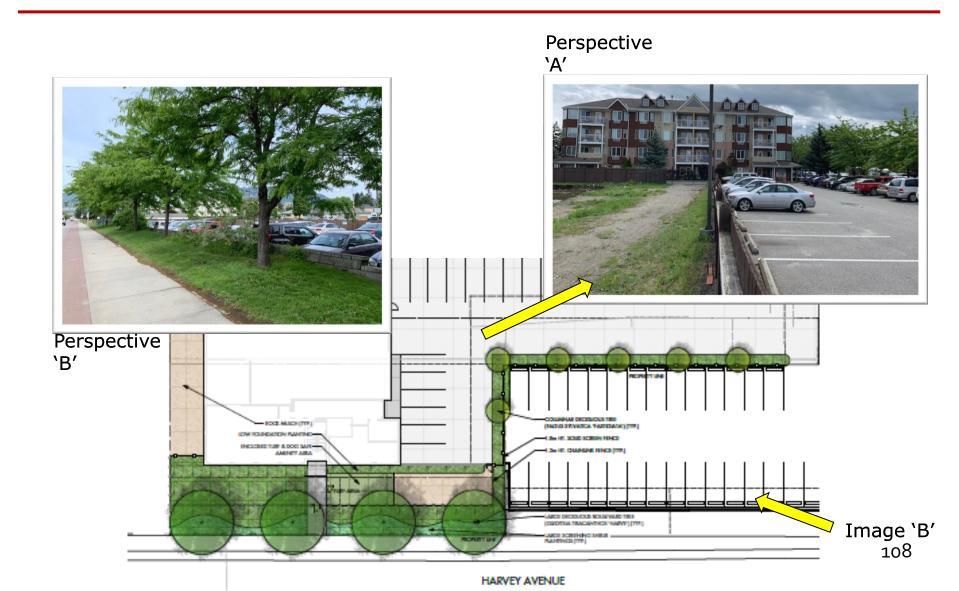


- **1**st **car** EV car parked onsite with a dedicated charging station.
- 2nd car Modo vehicle parked along Leon Ave between Ethel & R
- **3rd car** Modo vehicle parked within the Urban Centre beyond 100m of the development.

As demand increases at the Leon Ave location, this veh will be repositioned at a dedicated parking stall onsite.

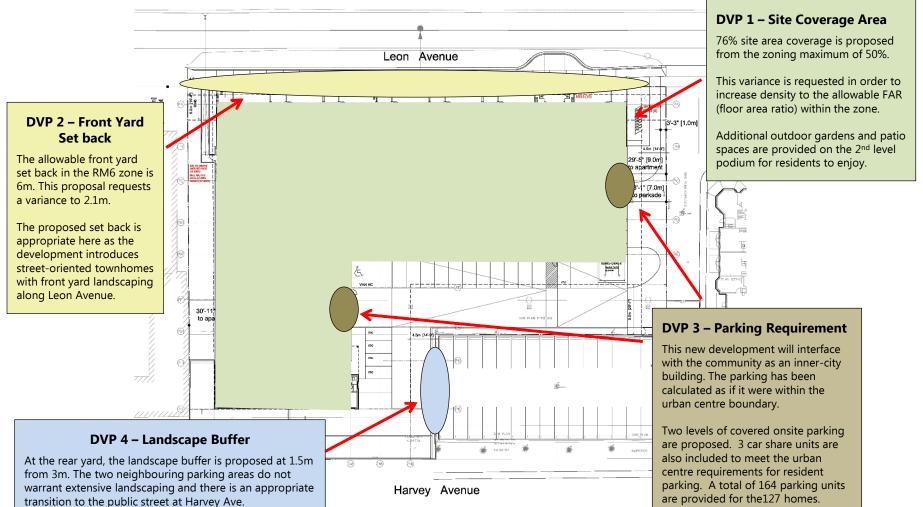


DVP 4 – Landscape buffer





DVP summary









Date:	June 23, 2020					
То:	Council					
From:	City Manager					
Department:	Development Planning					
Application:	DP20-0025/DVP20-0026 Owner: National Society of Hope, Inc. No. S0025475					
Address:	2175 Benvoulin Road	Applicant:	Novation Architecture Ltd., Paul Shuster			
Subject: Development Permit and Development Variance Permit Application						
Existing OCP Designation: MRM – Multiple Unit Residential (Medium Density)						
Existing Zone: RM5 – Medium Density Multiple Housing						

1.0 Recommendation

THAT Council authorize the issuance of Development Permit No. DP20-0025 for Lot C District Lot 128 and 142 ODYD Plan KAP89861 Except Plan EPP37196 located at 2175 Benvoulin Road, Kelowna, BC subject to the following:

- The dimensions and siting of the building to be constructed on the land be in accordance with Schedule "A";
- The exterior design and finish of the building to be constructed on the land, be in accordance with Schedule "B";
- 3. Landscaping to be provided on the land be in accordance with Schedule "C";
- 4. The applicant be required to post with the City a Landscape Performance Security deposit in the form of a "Letter of Credit" in the amount of 125% of the estimated value of the landscaping, as determined by a Registered Landscape Architect;

AND THAT Council authorizes the issuance of Development Variance Permit No. DVP20-0026 for Lot C District Lot 128 and 142 ODYD Plan KAP89861 Except Plan EPP37196 located at 2175 Benvoulin Road, Kelowna, BC;

AND THAT variance to the following section of Zoning Bylaw No. 8000 be granted:

Section 13.11.6 (c): RM5 – Medium Density Multiple Housing Development Regulations

To vary the maximum height of the principal building from 18.0 m or 4.5 storeys to 26.0 m or 9.0 storeys.

AND THAT the applicant be required to complete the above noted conditions of Council's approval of the Development Permit and Development Variance Permit Applications in order for the permits to be issued;

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

2.0 Purpose

To consider the form and character of a multi-family residential development and to consider a variance to increase the maximum height of the principal building.

3.0 Development Planning

Development Planning Staff are recommending support for the proposed Development Permit and Development Permit to facilitate a 9-storey, 122-unit residential townhouse and affordable seniors housing development. The proposed development is considered to substantially meet the Comprehensive Development Permit Guidelines of the Official Community Plan (OCP) and the overall vision of the Midtown Urban Centre.

4.0 Proposal

4.1 Project Description

The proposed seniors rental housing development is located on Benvoulin Road and consists of a 122-unit residential townhouse and apartment units. The proposed building is 9 storeys in height with a two-storey podium and an underground parkade. Access to the site will be provided from the extension of Mayer Road on the south side of the parcel where the main entryway and courtyard to the building is oriented.

Form and Character

The site is oriented on the Benvoulin Road corridor and will have significant presence along the roadway and the Springfield Road intersection. The two-storey podium and seven storey Encapsulated Mass Timber tower breaks up the building into two distinct sections and has a variety of articulated features. The tower portion incorporates projecting bays and recessed balconies with varying window treatments that provide visual interest and help mitigate the building massing. The materials are a mix of stucco, synthetic wood siding, brick, fibre-reinforced concrete panels, black aluminium with clear and spandrel glazed windows. The colour pallet is predominantly white with touches of greys, and yellow/gold accents which also provides a lighter context to the building massing. The podium level provides ground-oriented units with entrances into shared common space. This provides a pedestrian friendly interface with the at grade level street frontage and surrounding properties.

Landscaping

The proposed landscaping provides for a walking path around the entire complex which links into the front entry way and courtyard. The main level allows for several private amenity spaces for the ground-oriented units which are bordered by shrubs and trees. The plan also incorporates an existing community garden and proposed new community garden with bench seating and raised garden boxes.

Variance – Maximum Height

To accommodate the proposal, the applicant is requesting a variance to the maximum height of the building from 18.0 m (4.5 storeys) to 26.0 m (9 storeys). In comparison, the existing Apple Valley buildings 1, 2 and 3, which are directly adjacent to the property, are five storeys in height.

The Midtown Urban Centre is identified in the Official Community Plan (OCP) as appropriate for significant residential density. The height and density of the proposal fall well within the expectations for urban centre development.

In addition, as a mid-rise building (6-12 storeys), the proposal will act as a transition to future high-density, mixed-use development in the core of this urban centre.

The proposed development is located along the Benvoulin Road corridor, which acts as a significant edge and reduces any potential negative impacts of development on adjacent agricultural lands. Also, the building massing is located along Benvoulin Road, leaving ample separation between adjacent residential development.

Staff are in support of the proposed variance as it is considered to fit into the existing and future context of the area. The orientation and massing of the building helps reduce its visual impact and incorporate it into the Benvoulin Road corridor as well as the adjacent development.

4.2 <u>Site Context</u>

The subject property is in the Highway 97 City Sector and within the Midtown Urban Centre and is currently vacant. The subject property is fronting Benvoulin Road and will be accessed from the extension of Mayer Road, which will connect to Benvoulin Court. The proposal is directly adjacent to the existing Apple Valley affordable seniors housing complex which is owned and operated by the Society of Hope. To the north and south are vacant parcels designated for future commercial and residential development. To the east is Benvoulin Road and agricultural lands which are in the Agricultural Land Reserve. Specifically, adjacent land uses are as follows:

Orientation	Zoning	Land Use
North	C4 – Urban Centre Commercial	Vacant
East	CD23 – Public Market and Open Air Market	Vacant/Agricultural
South	A1 - Agriculture	Vacant
West	RM5 - Medium Density Multiple Housing	Multi-family (Apple Valley)



Zoning Analysis Table 4.3

Zoning Analysis Table				
CRITERIA	RM5 ZONE REQUIREMENTS	PROPOSAL		
	Existing Lot/Subdivision Regulations	i		
Min. Lot Area	1400 m ²	7,935.5 m ²		
Min. Lot Width	30 m 110.4 m			
Min. Lot Depth	35 m	49.8 m		
	Development Regulations			
Max. Floor Area Ratio	1.4	1.2		
Max. Site Coverage (buildings)	40%	34%		
Max. Site Coverage (buildings, parking, driveways) 65%		60%		
Max. Height	18 m	26 m 0		
Min. Front Yard	6 m	6 m		
Min. Side Yard (south)	under 2 ½ storeys- 4.5m over 2 ½ storeys – 7.0 m	28 m		
Min. Side Yard (north)	under 2 ½ storeys- 4.5m over 2 ½ storeys – 7.0 m	4.5 m		
Min. Rear Yard	9 m	18 m		
Other Regulations				
Min Parking Paguiromants	124 resident stalls	124 resident stalls		
Min. Parking Requirements	17 visitor stalls	17 visitor stalls		
Min. Bicycle Parking	Class I- 93	Class I- 93		
	Class II- 44	Class II- 44		
Min. Private Open Space	1 bedroom unit- 15m² 2 bedroom unit- 25m²	2400 m ²		
D Indicates a requested variance to maximum	height from 18.0 m or 4.5 storeys to 26.0 m or 9 st	oreys.		

115

5.0 Current Development Policies

5.1 Kelowna Official Community Plan (OCP)

<u>Chapter 10: Social Sustainability</u> *Housing Availability:*

Support the provision of housing for all members of the community, including those in core housing need or requiring special needs housing (transitional)

Chapter 5: Development Process

Objective 5.5 Ensure appropriate a context sensitive built form

Policy .1 Building Height. In determining building height, the City will take into account such factors as:

- Contextual fit into the surrounding urban fabric

- Impacts on the overall skyline

Objective 5.22 Ensure context sensitive housing development.

Policy .11 Housing Mix. Support a greater mix of housing unity size, form and tenure I new multi-unit residential and mixed-use developments.

6.0 Application Chronology

Date of Application Received: January 20, 2020 Date Public Consultation Completed: May 29, 2020

Report prepared by:	Wesley Miles, Planner Specialist
Reviewed by:	James Moore, Urban Planning & Development Policy Manager
Approved for Inclusion:	Terry Barton, Development Planning Department Manager

Attachments:

Attachment A: Draft Development and Development Variance Permit DP20-0025 & DVP20-0026

Schedule A: Site Plan

Schedule B: Elevations

Schedule C: Landscape Plan

Attachment B: Applicant Design Rationale and Renderings

Development Permit & Development Variance Permit DP20-0025/DVP20-0026





This permit relates to land in the City of Kelowna municipally known as

2175 Benvoulin Road

and legally known as

Lot C District Lot 128 and 142 ODYD Plan KAP89861 Except Plan EPP37196

and permits the land to be used for the following development:

122 unit residential townhouse and affordable seniors housing development.

The present owner and any subsequent owner of the above described land must comply with any attached terms and conditions.

Date of Council Decision

Decision By: COUNCIL

Issued Date:

Development Permit Area: Comprehensive Development Permit Area

This permit will not be valid if development has not commenced by June, 2022.

Existing Zone: RM5 – Medium Density Multiple Housing Future Land Use Designation: MRM – Multiple Unit Residential (Medium Density)

This is NOT a Building Permit.

In addition to your Development Permit, a Building Permit may be required prior to any work commencing. For further information, contact the City of Kelowna, Development Services Branch.

NOTICE

This permit does not relieve the owner or the owner's authorized agent from full compliance with the requirements of any federal, provincial or other municipal legislation, or the terms and conditions of any easement, covenant, building scheme or agreement affecting the building or land.

Owner: National Society of Hope, Inc. No. Soo25475

Applicant: Novation Architecture Ltd., Paul Shuster

Terry Barton Development Planning Department Manager Date

1. SCOPE OF APPROVAL

This Development 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 Development 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 Development 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.

2. CONDITIONS OF APPROVAL

- a) The dimensions and siting of the building to be constructed on the land be in accordance with Schedule "A";
- b) The exterior design and finish of the building to be constructed on the land be in accordance with Schedule "B";
- c) Landscaping to be provided on the land be in accordance with Schedule "C"; and
- d) The applicant be required to post with the City a Landscape Performance Security deposit in the form of a "Letter of Credit" in the amount of 125% of the estimated value of the landscaping, as determined by a Registered Landscape Architect.

with variances to the following section of Zoning Bylaw No. 8000:

Section 13.11.6 (c): Development Regulations

To vary the maximum height of the principle building from 18.0 m or 4.5 storeys to 26.0 m or 9.0 storeys.

This Development Permit is valid for two (2) years <u>from the date of Council approval</u>, with no opportunity to extend.

3. 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 \$177,675.00

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.

5. 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.

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.

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 their designates.

CONSULTANTS:

ARCHITECTURAL NOVATION ARCHITECTURE 302-2237 LECKIE ROAD KELOWNA. BC V1Y 9T1 TEL. (236) 420-4144 FAX. (250) 000-0000

LANDSCAPE BENCH SITE DESIGN INC. 4-1562 WATER STREET KELOWNA. BC V1Y 1J7 TEL. (250) 860-6778

DRAWING INDEX:

ARCHITECTURAL DRAWING LIST

No.	Sheet Name	Sheet Purpose		
A0.00	COVER SHEET	Working Drawings		
A0.01	VISUALIZATIONS	Working Drawings		
A1.00	SITE PLAN	Working Drawings		
A2.00	PARKADE	Working Drawings		
A2.01	MAIN FLOOR	Working Drawings		
A2.02	SECOND FLOOR	Working Drawings		
A2.03	THIRD FLOOR	Working Drawings		
A2.04	FOURTHFLOOR	Working Drawings		
A2.05	FIFTHFLOOR	Working Drawings		
A2.06	SIXTH FLOOR	Working Drawings		
A2.07	SEVENTH FLOOR	Working Drawings		
A2.08	EIGHT H F LOOR	Working Drawings		
A2.09	NINTH FLOOR	Working Drawings		
A2.10	ROOF PLAN	Working Drawings		
A3.00	ELEV ATI ONS	Working Drawings		
A3.01	ELEVATIONS	Working Drawings		
A4.00	BUILDING SECTIONS	Working Drawings		

Address: Legal:	2175 Benvoulin Rd, Kelowna, B.C. PID: 028-052-226 Lot c KAP 89861			ALLOWED/REC		PROF	POSED
Zoning (Current) :	RM5	Parcel Coverage	Maximum 40% (Building Footprint) Maximum 65%	3,174 34,168	sq.m. sq.ft.	2,682 28,867	sq.m. sq.ft.
Permitted Use: Zoning: (Proposed) Permitted Use:	Refer to Zoning bylaw #8000 RM5 Refer to Zoning bylaw #8000 section 13.11	Maximum # of dwell	(Building, driveways, and parking)	5,158 55,523	sq.m. sq.ft.		sq.m. sq.ft.
Site Area:	7,935.5 sq.m. 85,420 sq.ft. 0.7936 Ha	Floor Area Ratio	1.1 + .1 + .2 = 1.4	11,110 119,588	sq.m. sq.ft.	9,938 106,975	sq.m. sq.ft.
Min Lot Width	ALLOWED PROPOSED 30.0 m 110.4 m	Height	Lesser of 18m or 4.5 storeys	18 59	m ft	26 86	m ft
Min Lot Depth Min Parcel Size	35.0 m 49.8 m 1700.0 m2 2339 m2	Private Open Space	7.5 sq.m. per bachelor dwelling (0 Units) 15 sq.m. per 1 bedroom unit	0.0 0.0 1,395.0	sq.m. sq.ft.	0.0 0.0 1,560.0	sq.m. sq.ft.
Setbacks	ALLOWEDPROPOSEDFront yard6.0 mFront yard parking2.0 m	3	(93 Units) 25 sq.m. per 2 or more bedroom unit (29 Units)	15015.6 725.0 7803.8	sq.m. sq.ft. sq. m.	16791.7 840.0	sq.m. sq.ft. sq.m.
	Front yard/Flanking 6.0m m Side yard under 2.5 storie 4.5m m		Total	2120.0 22,819.5	sq.ft. sq. m. sq.ft.		sq.ft. sq.m. sq.ft.
	Side yard over 2.5 stories7.0mmRear Yard9.0m9.0 m	Parking	Resident: 1.0 per 1 bedroom dwelling (93 units) Resident: 1.25 per 2 bedroom dwelling (29 Units)	Required) spaces 3 spaces
Front	LANDSCAPE BUFFER Level 3.0 m 2 9.81 ft		Resident: 1.25 per 2 bedroom dwelling (29 Onits) Resident: 1.5 per 3 bedroom dwelling (0 Units) Guest: 0.14 per dwelling	Sub Total Bagui	rod	0.0 17.1) spaces I spaces
Side	Level 3.0 m Or 3 9.84 ft Continuous	5		Sub-Total Requi			 spaces spaces spaces
Rear	Level3.0 mOpaque39.84 ftBarrier			Total Required Total Provided			spaces spaces spaces

ZONING ANALYSIS:

Bike Bonus Long-Term - 1.0 1.5 Required Short-Term - 6.0 p 6.0 +

ILLUSTRATIONS:



CONTEXT SITE PLAN:

per 1-bedroom dwelling (93 stalls)
per 2-bedroom dwelling (44 stalls)
per entrance (+1 every 5 units exceeding 70
+ 11.0 = 17.0 required short-term stalls

Required	154	spaces
	17	stalls
	44	stalls
	93	stalls



standa rds, spe difications, BC Building Code (2018 edition) and lo cal authority by-la ws and regulations. Tabulated scales refer to Arch D size drawings sheet. This drawing must not be scaled. Contractors shall verify all dimensions prior to commencement of Any omissions or discrepancies shall be reported to the architect. 2020-01-15 this document is: NOT controlled. Revisions may be made without notice. A CONTROLLED document. Revisions will be advised. The first issue of the document. A complete revision. Remove previous issues from use. A partial revision. Remove previous issues of corresponding sheets / pages from use. Not for Construction. NOT FOR CONSTRUCTION ISSUED FOR DP 20191104 Des cription Revi sions NOVATION 302 - 2237 LECKIE ROAD KELOWNA BC VIX 6Y5 project title Lot C DISTRICT LOT 128 AND 142 O DY D PLAN KAP 89861 2175 BENVOULIN ROAD, KELOWNA, BC project no. 1833 drawing title COVER SHEET PS scale BD PS A0.00 03/01/2020 3:12:07 PM

Notes:

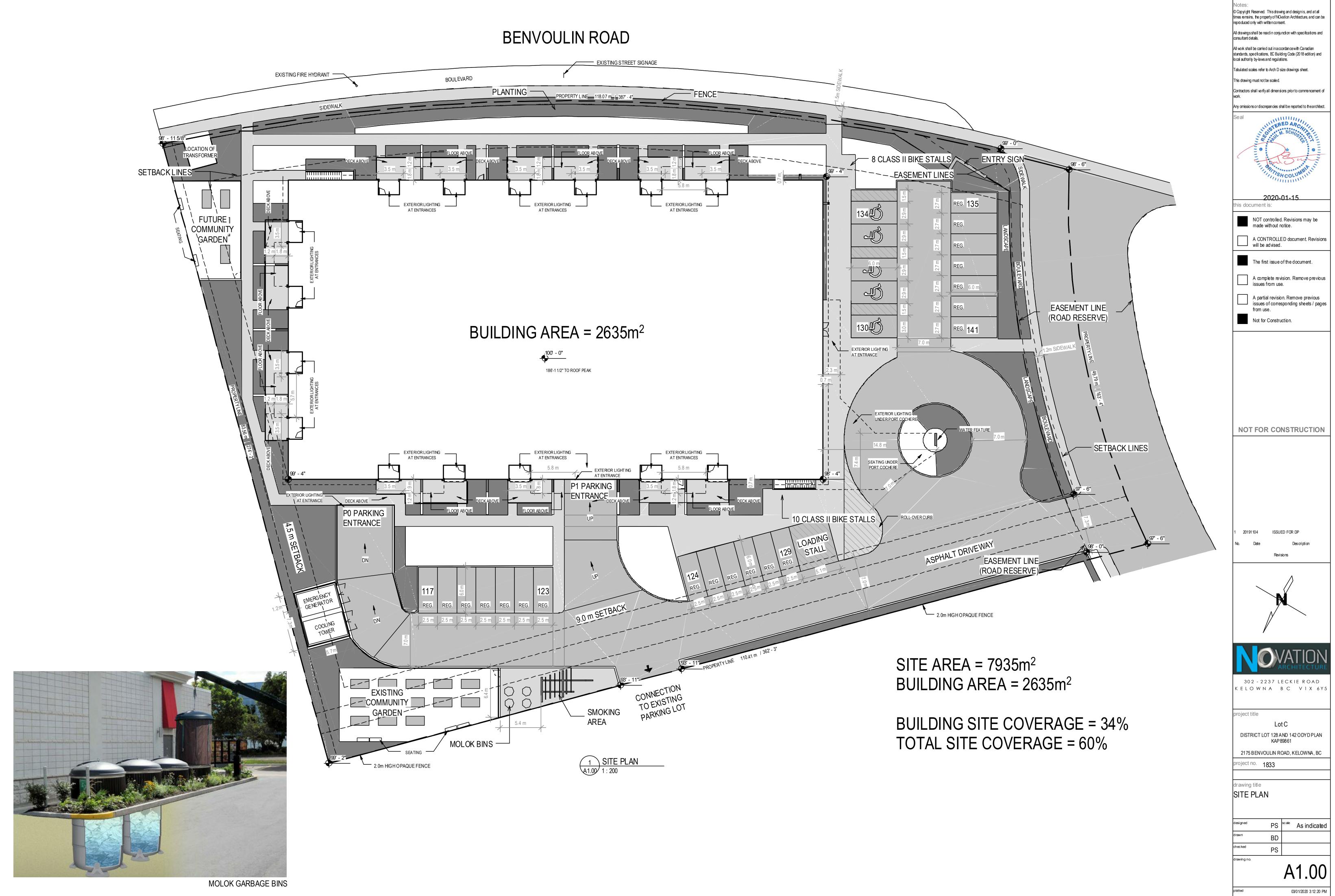
consultant details.

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All drawings shall be read in conjunction with specifications and

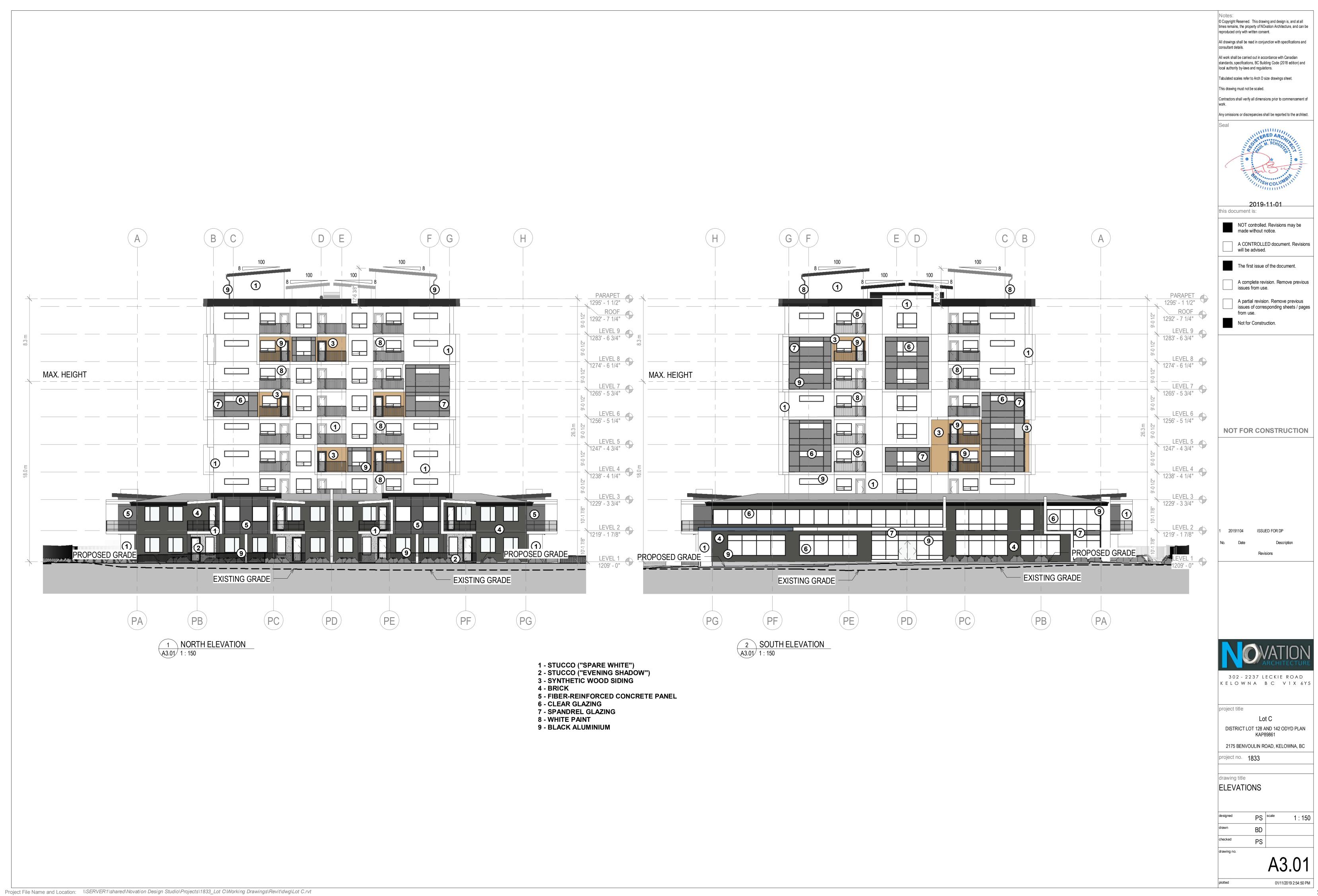
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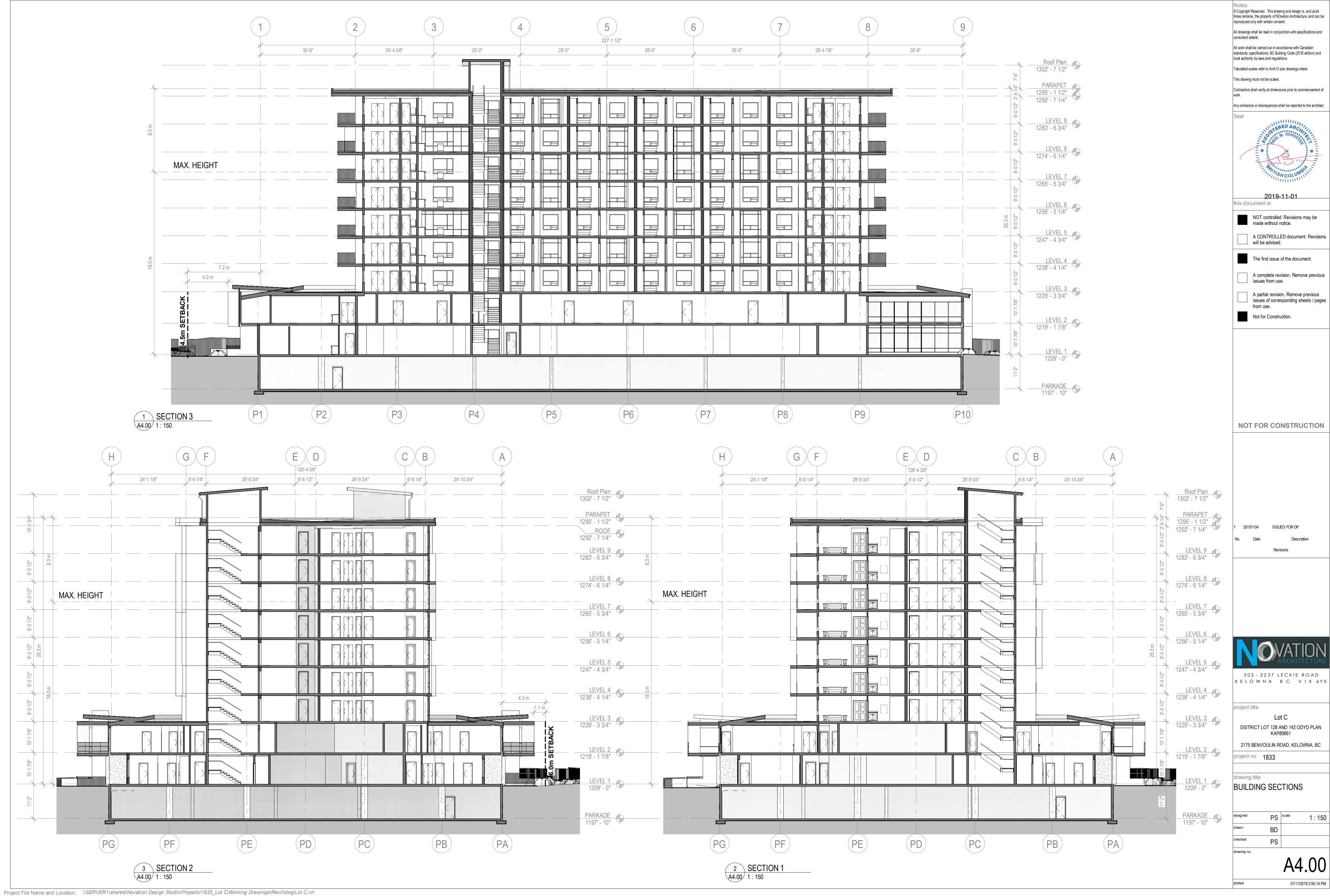
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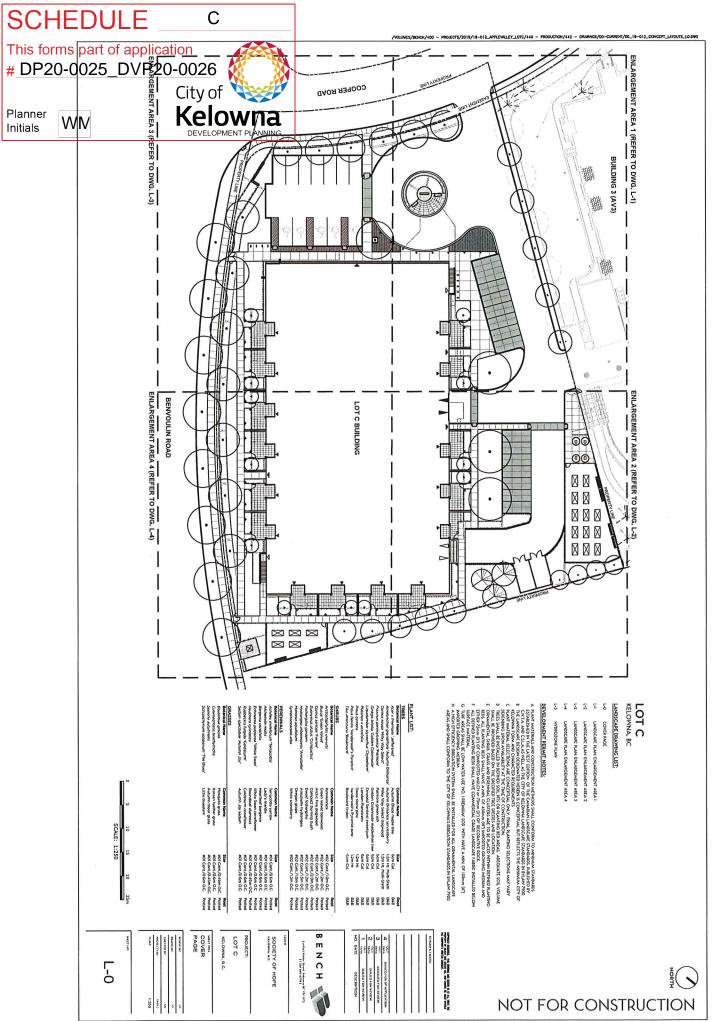


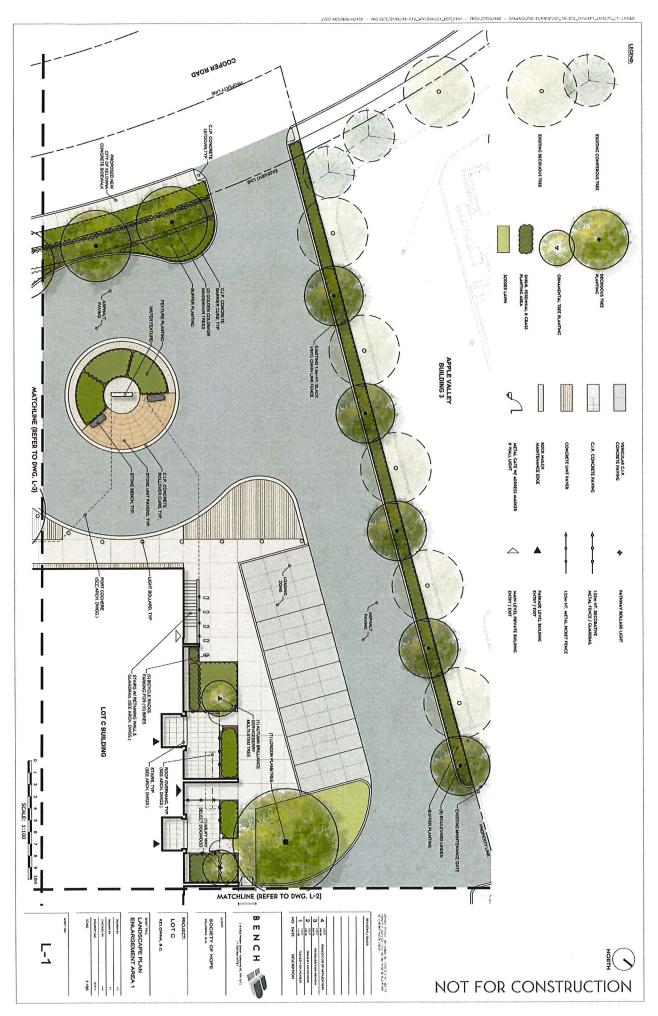
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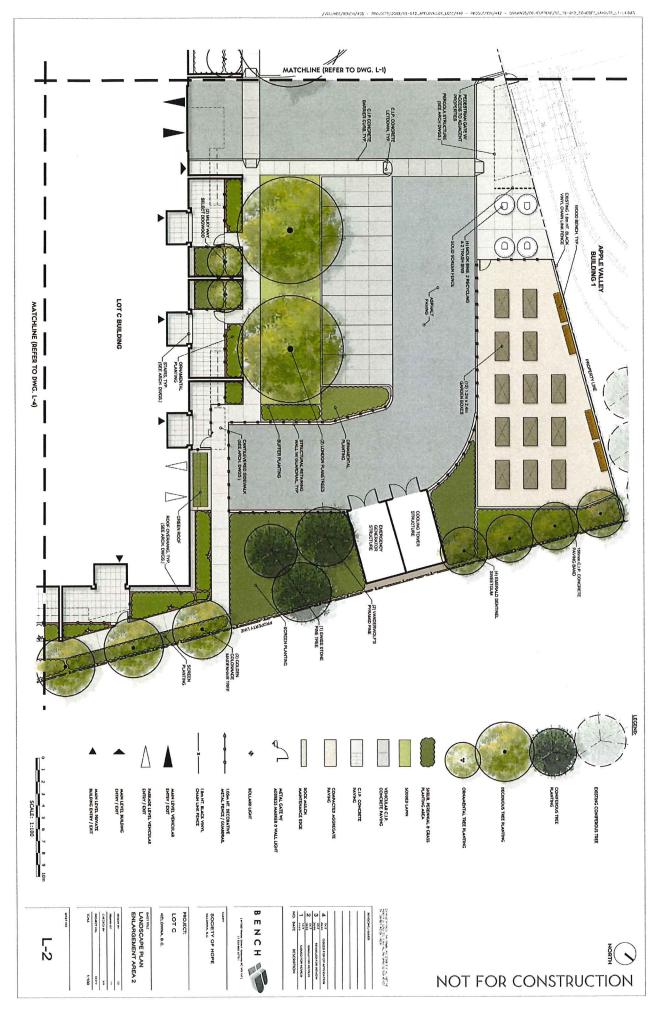






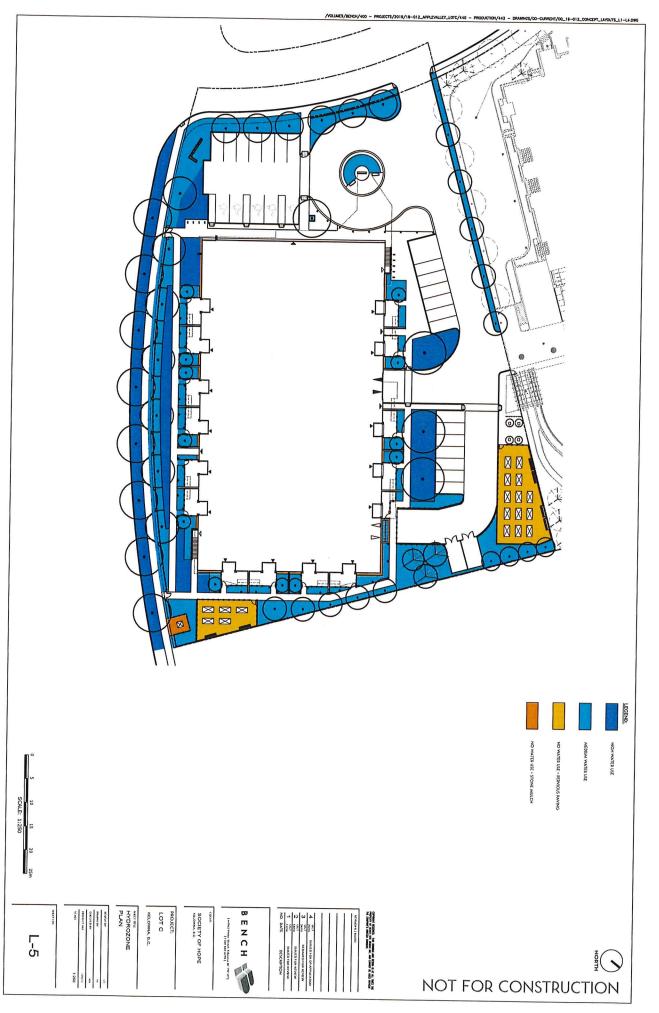














City of Kelowna 1435 Water Street Kelowna, BC, V1Y 1J4

Attention: Laura Bentley, Urban Planning and Development Manager

Dear Mrs. Bentley

Re: Development Permit / Development Variance Permit Application for 2175 Benvoulin Road

This development proposal will adhere to the requirements of the RM5 zone as described in the City of Kelowna Zoning Bylaw No. 8000.

Project Description

The proposed project is a nine-storey multi-family residential building located along Benvoulin Road. The first two storeys offer townhouse style affordable rental units with target market of middle age single renters, while the upper floors offer affordable seniors housing, pairing well with the affordable seniors housing on the adjacent property. Due to its proximity to similar purpose-built building, the mall, transportation, farmers market, and mission park greenway, this is a very convenient location for a building of this type.

We are proposing to work within the current RM5 zoning while applying for a height variance to achieve a nine-storey building. EMT (Encapsulated Mass Timber) using CLT (Cross Laminated Timber) will be used above the first three storeys to allow us to build higher than typical wood frame utilizing newly approved techniques. This format of construction will allow us to build with sustainable, locally harvested and readily available materials. This will help reduce construction times and allow us to use local trades which we would normally have to use specialty trades for high rise construction. The project meets key objectives of the OCP by providing affordable purpose-built rental housing with a mixture of apartment sizes.

Design Rationale

Lot access will be from Meyers Road, providing a front entry turnaround, exterior parking, loading zones, and two levels of parkade.

Continued ...



We have designed a simple shaped footprint that maximizes our unit count, provides amenity space on the main floor and second floor, spacious first floor entryways, and community garden spaces that are currently much desired by the neighboring Apple Valley tenants. To mitigate the visual impact of a ninestory building, the project is stepped back on a podium at the third floor. The massing and design strategies implemented on the first two storeys differs from the rest of the building to help create a pedestrian friendly relation at ground level and reduces the feeling of a large building.

The upper portion of the building is broken into Tetris-like extrusions that weave across the façade. These regions reveal a second skin of the building, using horizontal siding and fully glazed walls to delineate from the surrounding mass.

The material selection further serves to break the uniformity of the frontage, while producing a diverse and visually intriguing elevation. We are proposing exterior materials to include a combination of brick, stucco, PVC siding, fiber-reinforced concrete panels, and curtain wall glazing. While we are using curtain wall to create the appearing of fully glazed walls, we will be utilizing spandrel panels on much of the building to ensure units are receiving equality in window sizes, and so that energy efficiency is not compromised.

We are seeking (1) variance:

1. Building Height – We are seeking a variance within the RM5 zone from the allowed 4.5 storeys to 9 storeys. The variance in height will allow us to more effectively provide affordable housing by reducing the amount of land being used and by consolidating more units into one building. By utilizing new construction technologies and the ability to build taller wood framed buildings in British Columbia we can reduce construction costs and better achieve the affordable housing that this project seeks to provide. The variance will allow us to reduce the overall building footprint, which allows us to reduce site coverage. By reducing our site coverage we can provide more green space and amenity gardens. The goal objective of the project is to provide quality affordable housing that is sensitive to the surrounding area, and by reducing the footprint and increasing the height we will be able to maximize the use of the property and density without the typical variances of site coverage, setbacks, parking, etc.



I trust that you will find our application in good order. Please contact our office if you require any further information.

Kind Regards,

Novation Architecture

Paul M. Schuster, Architect AIBC, CAB, MRAIC and NCARB Certified

(250) 718 - 1302 paul@novationarchitecture.com



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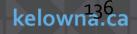
DP20-0025/DVP20-0026 2175 Benvoulin Road

Development Permit and Development Variance Permit Application



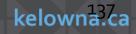
Proposal

To consider the form and character of a multifamily residential development and to consider a variance to increase the maximum height of the principal building.



Development Process

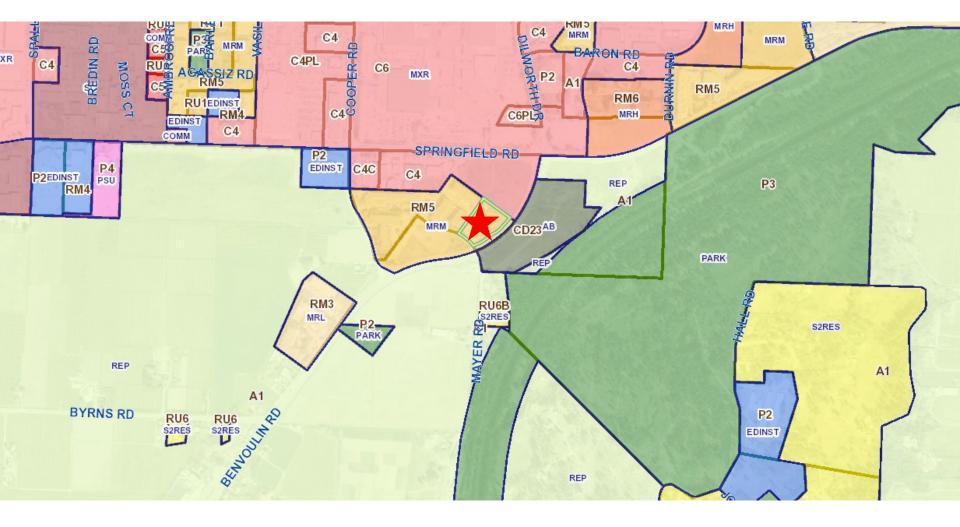




Context Map



OCP Future Land Use / Zoning



Subject Property Map



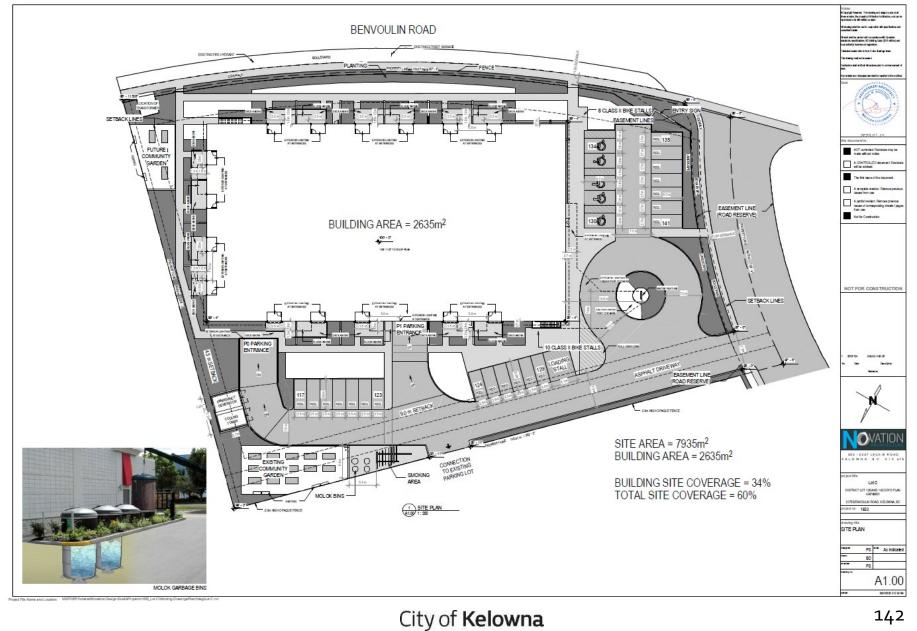


Project Details

Property is approx. 1.91 acres and currently vacant

- Proposed 122 unit seniors housing
- Storey building w/ 2 storey podium and underground parking
- One identified variance
 - To vary the maximum height of the principle building from 18.0 m or 4.5 storeys to 26.0 m or 9 storeys.

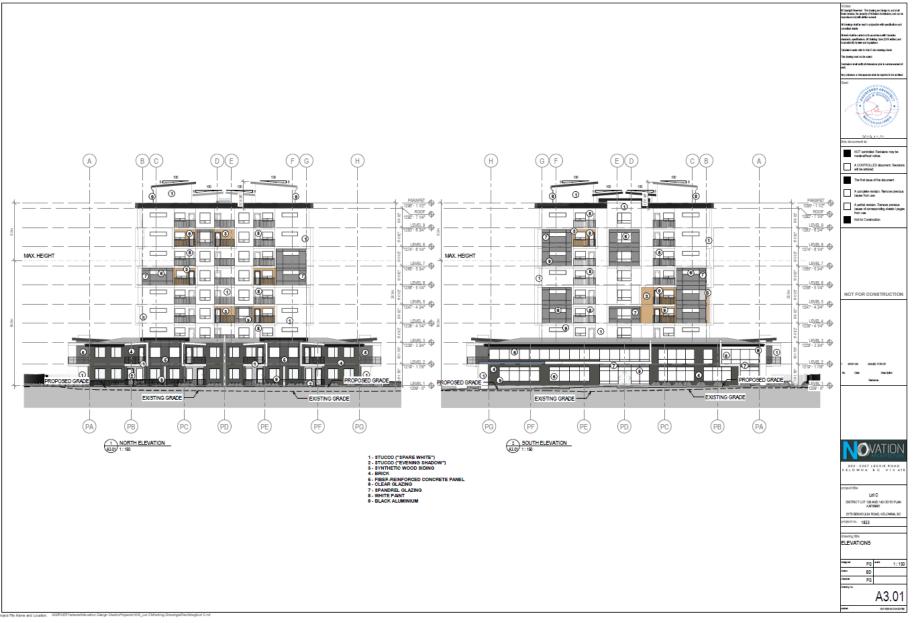
Site Plan



Elevations



Elevations



Renderings



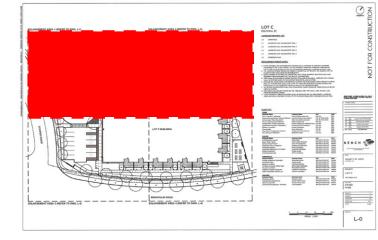


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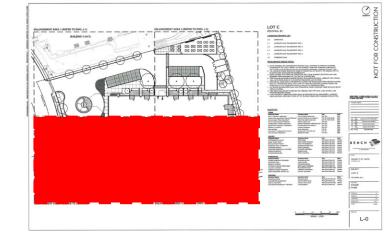
City of Kelowna

Landscaping Plan





Landscaping Plan







Development Policy

- Kelowna Official Community Plan (OCP)
- Social Sustainability

Housing Availability: Support the provision of housing for all members of the community, including those in core housing need or requiring special needs housing (transitional)

Development Process

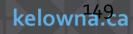
Objective 5.5 Ensure appropriate a context sensitive built form

Policy .1 Building Height. In determining building height, the City will take into account such factors as:

- Contextual fit into the surrounding urban fabric Impacts on the overall skyline

Objective 5.22 Ensure context sensitive housing development.

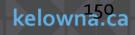
Policy .11 Housing Mix. Support a greater mix of housing unity size, form and tenure I new multi-unit residential and mixed-use developments.





Staff Recommendation

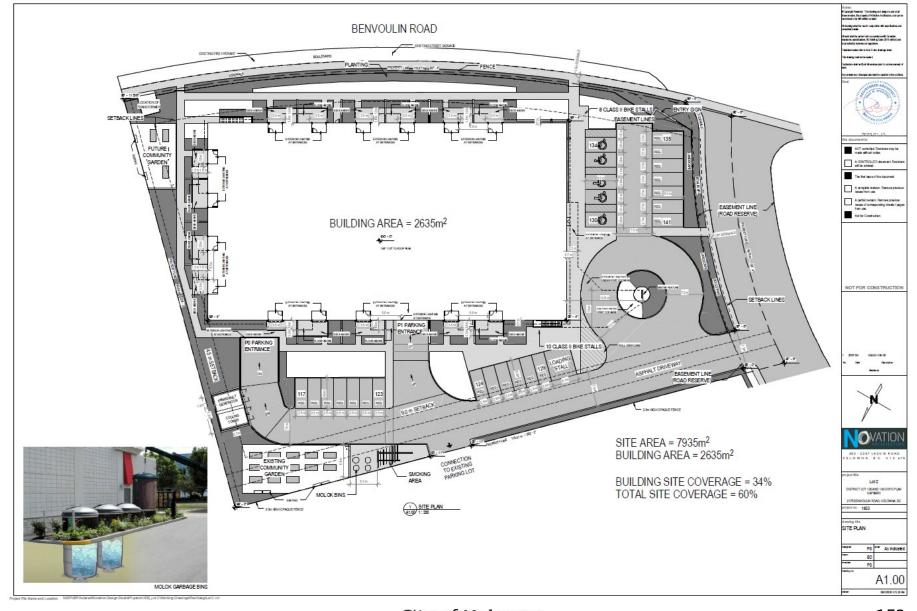
- Development Planning Staff recommend support for the proposed Development Permit and Development Variance Permit:
 - Substantially meets the Comprehensive Development Permit Guidelines of the OCP
 - Integrates well into the neighboring Midtown Urban Centre
 - Meets infill growth policies within the Permanent Growth Boundary





Conclusion of Staff Remarks

Site Plan



City of Kelowna

CITY OF KELOWNA

BYLAW NO. 11870

Official Community Plan Amendment No. OCP19-0003 710-720 KLO Road and 2959-2963 Richter Street

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:

- THAT Map 4.1 GENERALIZED FUTURE LAND USE of "Kelowna 2030 Official Community Plan Bylaw No. 10500" be amended by changing the Generalized Future Land Use designation of Lot A District Lot 135 ODYD Plan EPP95051, located on KLO Road and Richter Street, Kelowna, B.C., from the MRL – Multiple Unit Residential (Low Density) designation to the MRM – Multiple Unit Residential (Medium Density) designation;
- 2. This bylaw shall come into full force and effect and is binding on all persons as and from the date of adoption.

Read a first time by the Municipal Council this 15th day of July, 2019.

Considered at a Public Hearing on the 30th day of July, 2019.

Read a second and third time by the Municipal Council this 30th day of July, 2019.

Amended and Adopted by the Municipal Council of the City of Kelowna this

Mayor

City Clerk

CITY OF KELOWNA

BYLAW NO. 11871 Z19-0055 710-720 KLO Road 2959-2963 Richter 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 A District Lot 135 ODYD Plan EPP95051 located at KLO Road and Richter Street, Kelowna, BC from the RM1 – Four Dwelling Housing zone to the RM5 – Medium Density Multiple Housing zone;
- 2. This bylaw shall come into full force and effect and is binding on all persons as and from the date of adoption.

Read a first time by the Municipal Council this 15th day of July, 2019.

Considered at a Public Hearing on the 30th day of July, 2019.

Read a second and third time by the Municipal Council this 30th day of July, 2019.

Amended and Adopted by the Municipal Council of the City of Kelowna this

Mayor

City Clerk



1.0 Recommendation

THAT OCP Amendment Bylaw No. 11870 (OCP19-0003) Rezoning Bylaw No. 11871 (Z19-0055) be amended at third reading to revise the legal description of the subject properties from Lot 6, District Lot 135, Osoyoos Division Yale District Plan 3632 and Lot 7, District Lot 135, Osoyoos Division Yale District Plan 3632 to Lot A, District Lot 135, Osoyoos Division Yale District Plan 3632 to Lot A,

AND THAT final adoption of OCP Amendment Bylaw No. 11870 and Rezoning Bylaw No. 11871 be considered by Council;

AND THAT Council authorizes the issuance of Development Permit No. DP19-0062 for Lot A, District Lot 135, Osoyoos Division Yale District Plan EPP95051, located at 710-720 KLO Rd and 2959-2963 Richter St, Kelowna, BC subject to the following:

- The dimensions and siting of the building to be constructed on the land be in accordance with Schedule "A,"
- 2. The exterior design and finish of the building to be constructed on the land, be in accordance with Schedule "B";
- 3. Landscaping to be provided on the land be in accordance with Schedule "C";
- 4. The applicant be required to post with the City a Landscape Performance Security deposit in the form of a "Letter of Credit" in the amount of 125% of the estimated value of landscaping, as determined by a Registered Landscape Architect;
- 5. Payment-in-Lieu of parking be provided for 37 stalls according to the fee structure in Bylaw No. 8125 prior to building permit issuance.

AND THAT Council authorizes the issuance of a Development Variance Permit No. DVP19-0063 for Lot A, District Lot 135, Osoyoos Division Yale District Plan EPP95051 located at 710-720 KLO Rd and 2959-2963 Richter St, Kelowna, BC;

AND THAT variances to the following sections of Zoning Bylaw No. 8000 be granted:

Section 13.11.6 RM5- Medium Density Multiple Housing Development Regulations

(b) to vary the maximum site coverage from 40% to 58% (for buildings) and from 70% to 74% (for buildings, driveways and parking areas)

(c) to vary the maximum height from 4.5 storeys to 5 storeys

AND THAT the applicant be required to complete the above noted conditions of Council's approval of the Development Permit Application in order for the permits to be issued;

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

2.0 Purpose

To issue a Development Permit and Development Variance Permit for the form and character of multiple dwelling housing, with variances to site coverage, height, and parking.

3.0 Development Planning

Development Planning Staff are supportive of the proposed Development Permit and associated variances. The proposal meets the objectives of the Official Community Plan (OCP) and relevant Development Permit form and character guidelines, specifically:

- Provide generous outdoor spaces, including rooftops, balconies, patios and courtyards, to allow residents to benefit from the favourable Okanagan weather;
- Detailing that creates a rhythm and visual interest along the line of the building;
- Building frontages that vary architectural treatment in regular intervals in order to maintain diverse an aesthetically appealing streets;
- Incorporate landscaping that compliments and softens the architectural features and edges of buildings; and
- Ensure vehicular and service access has minimal impact on the streetscape.

The proposal includes variances to building height and site coverage. These variances are commonly seen in the South Pandosy area, as the building must accommodate the high-water table which typically pushes the parkade partially above ground and achieving the City's residential density objectives for the urban centre.

4.0 Proposal

4.1 <u>Background</u>

An OCP amendment from MRL- Multiple Unit Residential (Low Density) to MRM- Multiple Unit Residential (Medium Density) and rezoning application from Ru6- Two Dwelling Housing/RM1- Four Dwelling Housing to RM5- Medium Density Multiple Housing received second and third reading on July 30, 2019. The applicant completed neighbourhood consultation in June 2019.

4.2 Project Description

"KLO Gardens" is a 5 storey, 99-unit residential building with units ranging in size from 26.8m² to 31.8m². Units that are over 29 m² do not meet the zoning bylaw definition of micro-suite housing and are subject to the payment of DCC's. The units are purposefully designed as bachelor suites and will be marketed towards the student population attending Okanagan College. The subject property is located within close proximity to transit, active transportation corridors and a variety of employment and commercial opportunities. Given the highly desirable urban location, the applicant included adequate bicycle parking, including 5 stalls dedicated to shared e-bikes. The applicant worked with Planning throughout the review process to refine the building design to adhere to design guidelines. Due to the high-water table, the parkade is partially exposed. To mitigate design constraints associated with this, the applicant is proposing 3 ground-oriented units facing Richter St, a prominent entry facing KLO Rd and landscape features that will assist in ensuring a visually pleasing interface with the street.

Form and Character

The proposed architecture includes the following materials: red brink veneer, hardie plank in earth tones and exposed concrete. The design is oriented towards the street by proposing 3 ground-oriented unit entries facing onto Richter St and the main entry to the building onto KLO Rd. The perceived mass of the building is broken up at the corner by the inclusion of a second-floor open deck amenity area for residents that faces towards the intersection and Richter St. The building interface between adjacent single family to the north is predominantly an accessibility ramp that leads to the open deck amenity area. The building interface with the properties to the east is a significant setback due to the existing laneway and proposed surface parking stalls located off the lane. Staff are confident that due to the location of the amenity area, proper building setbacks (no variances requested) and landscape treatment, overlooking and privacy to adjacent properties has been sufficiently mitigated.

Parking- Cash-In-Lieu

The application was received in February 2019 and has been reviewed under the previous Parking and Loading Section of the Zoning bylaw. The application proposes 45 stalls located in an underground parking structure, and 17 surface stalls located off the lane. This results in a shortage of 37 vehicle stalls which the applicant is providing cash-in-lieu for. Due to the application being received prior to September 1, 2020, if Council approves the DP/DVP and a building permit is issued prior to September 1, 2020, the old cash-in-lieu rate of \$7,500.00 per stall will apply. Alternatively, if a building permit is not issued prior to September 1, 2020, today's cash-in-lieu rate of \$33,000.00 per stall will apply.

Variances

A variance for site coverage from 70% permitted to 74.3% proposed is due to the parkade exposure above ground. If the parkade were entirely below grade, the site coverage would be within the bylaw requirements at 56%. The proposed landscaping will assist in ensuring the site is visually pleasing. Permeable pavers are proposed for a portion of the parking off the laneway to assist with permeability.

An additional variance for building height to 5 storeys is also required due to the water table condition. Planning staff are confident the minor height variance will not cause overlooking issues onto adjacent properties because of adequate setbacks and design.

4.3 Site Context

The subject properties are in the South Pandosy Urban Centre on the corner of KLO Rd and Richter St. The site is bordered by a single-family dwelling to the north, laneway access to the east, KLO Rd to the south, and Richter St to the west. The site is in the Revitalization Development Permit Area (DPA) and is subject to

review under the revitalization urban design guidelines. The Sensitive Infill DPA associated with the RU7 zone is located directly east of the subject site.

Orientation	Zoning	Land Use
North	RM1- Four Dwelling Housing	Single Dwelling Housing
East	RU7- Infill Housing and RU6- Two Dwelling	Single Dwelling Housing and Two Dwelling
	Housing	Housing
South	C ₅ - Transitional Commercial	Health Services
West	RM3- Low Density Multiple Housing	Multiple Dwelling Housing

Specifically, adjacent land uses are as follows:

Subject Property Map:



4.4 Zoning Analysis Table

Zoning Analysis Table			
CRITERIA	ZONE REQUIREMENTS	PROPOSAL	
E	xisting Lot/Subdivision Regulation	S	
Min. Lot Area	1400m²	2303.0m²	
Min. Lot Width	30.om	45.72m	
Min. Lot Depth	35.om	63.02m	
	Development Regulations		
	Base= 1.1		
Max. Floor Area Ratio		1.293	
	Urban Centre= 0.2		
Max. Site Coverage (buildings)	50%	57.9%	
Max. Site Coverage (buildings, parking, driveways)	70%	● 74.3%	

Max. Height	18.0m or 4.5 storeys	e₅ storeys
Min. Front Yard	6.om	6.3m
Min. Side Yard (south)	1.5m for portion of building not over 2 ½ storeys	4.5m
Min. Side Yard (north)	1.5m for portion of a building not over 2 ½ storeys	4.5m
Min. Rear Yard	7.om (lane)	7.5M
	Other Regulations	
Min. Parking Requirements	1 stall per studio unit 1 visitor stall per 7 units	€62 stalls
Min. Bicycle Parking	Class 1: 0.5 per dwelling unit Class 2: 0.1 per dwelling unit	Class 1: 50 Class 2: 12
Min. Private Open Space	7.5m ² Per bachelor unit	799.5m²
Indicates a requested variance to		
Maximum height from 4.5 to 5 storeys		
Maximum site coverage from 70% to 74.3%		
Cash is lieu payment for the remainder of 37	stalls	

5.0 Current Development Policies

5.1 Kelowna Official Community Plan (OCP)

Chapter 5: Development Process

Policy 5.22.11 Housing Mix Support a greater mix of housing unit size, form and tenure in new multi-family residential and mixed-use developments.

Focus development to designated growth areas:

Policy 5.3.2 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 redevelopment 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.

6.0 Application Chronology

Date of Application Received:February 22, 2019Date Public Consultation Completed:June 2019

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:

Attachment A: Draft Development Permit DP19-0062 & DVP19-0063

Schedule A: Site Plan Schedule B: Elevations Schedule C: Landscape Plan

Attachment B: Applicant Design Rationale

Development Permit DP19-0062 & DVP19-0063





This permit relates to land in the City of Kelowna municipally known as

710-720 KLO Rd & 2959-2963 Richter St, Kelowna BC

and legally known as

Lot A, District Lot 135, Osoyoos District Yale District Plan EPP95051

and permits the land to be used for the following development:

Multiple Dwelling Housing

USE as per Zoning Bylaw

The present owner and any subsequent owner of the above described land must comply with any attached terms and conditions.

Date of Decision	June 23, 2020
Decision By:	Council
Development Permit Area:	Revitalization Development Permit Area
Existing Zone:	RM5- Medium Density Housing
Future Land Use Designation:	MRM- Multiple Unit Residential (Medium Density)

This is NOT a Building Permit.

In addition to your Development Permit, a Building Permit may be required prior to any work commencing. For further information, contact the City of Kelowna, Development Services Branch.

NOTICE

This permit does not relieve the owner or the owner's authorized agent from full compliance with the requirements of any federal, provincial or other municipal legislation, or the terms and conditions of any easement, covenant, building scheme or agreement affecting the building or land.

Owner: KGI Kingsway Homes Ltd., Inc. No. BC1154888

Applicant: New Town Architecture & Engineering Ltd.

Terry Barton Community Planning Department Manager Planning & Development Services Date

1. SCOPE OF APPROVAL

This Development 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 Development 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 Development 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.

2. CONDITIONS OF APPROVAL

- a) The dimensions and siting of the building to be constructed on the land be in accordance with Schedule "A";
- b) The exterior design and finish of the building to be constructed on the land be in accordance with Schedule "B";
- c) Landscaping to be provided on the land be in accordance with Schedule "C"; and
- d) The applicant be required to post with the City a Landscape Performance Security deposit in the form of a "Letter of Credit" in the amount of 125% of the estimated value of the landscaping, as determined by a Registered Landscape Architect.
- e) Payment-in-lieu of parking be provided for 37 stalls according to the fee structure in Bylaw No. 8125 prior to the issuance of building permit
- f) Variances to the following sections of Zoning Bylaw No. 8000:

Section 13.11.6 RM5- Medium Density Multiple Housing Development Regulations

(b) to vary the maximum site coverage from 40% to 58% (for buildings) and from 70% to 74% (for buildings, driveways and parking areas)

(c) to vary the maximum height from 4.5 storeys to 5 storeys

This Development Permit is valid for two (2) years from the date of approval, with no opportunity to extend.

3. 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 \$65, 352.50
- b) A certified cheque in the amount of \$65, 352.50

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.

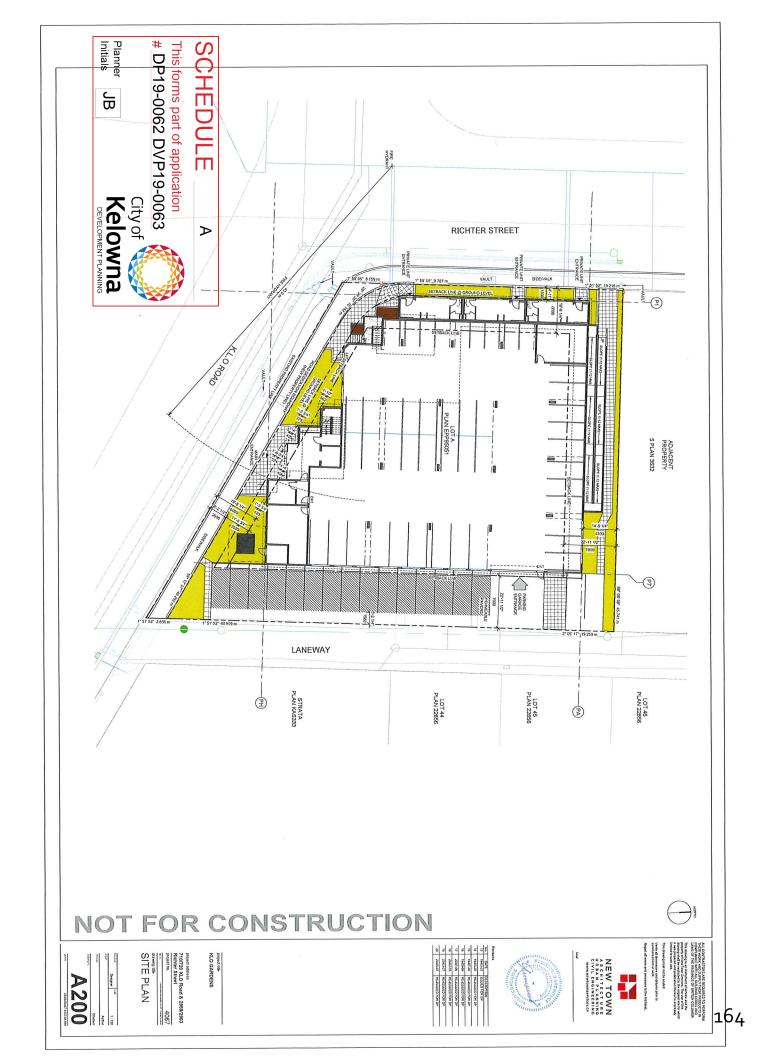
5. INDEMNIFICATION

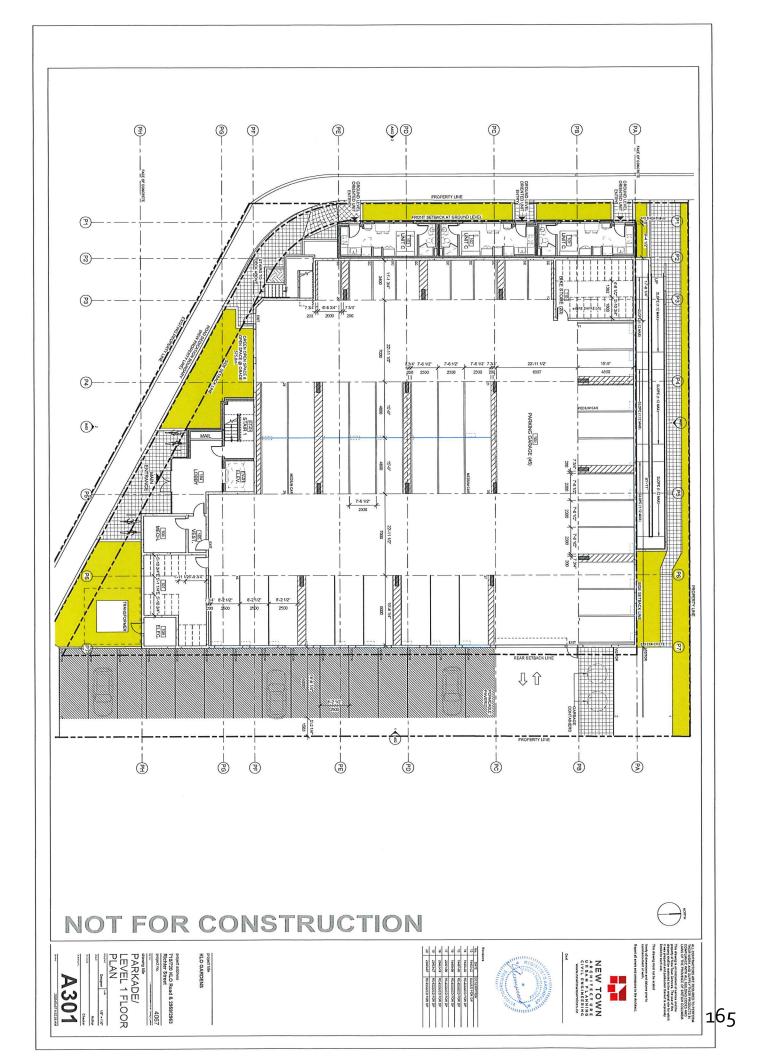
Upon commencement of the works authorized by this Permit the Developer covenants and agrees to save harmless and effectually indemnify the Municipality against:

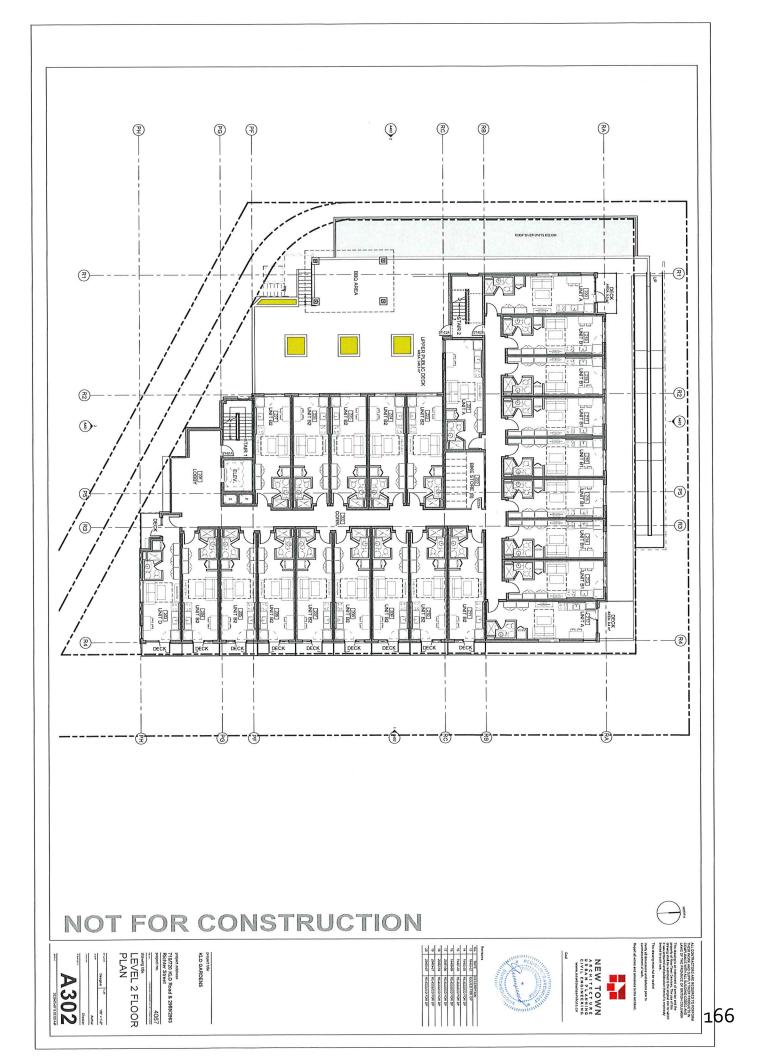
a) All actions and proceedings, costs, damages, expenses, claims, and demands whatsoever and by whomsoever brought, by reason of the Municipality said Permit.

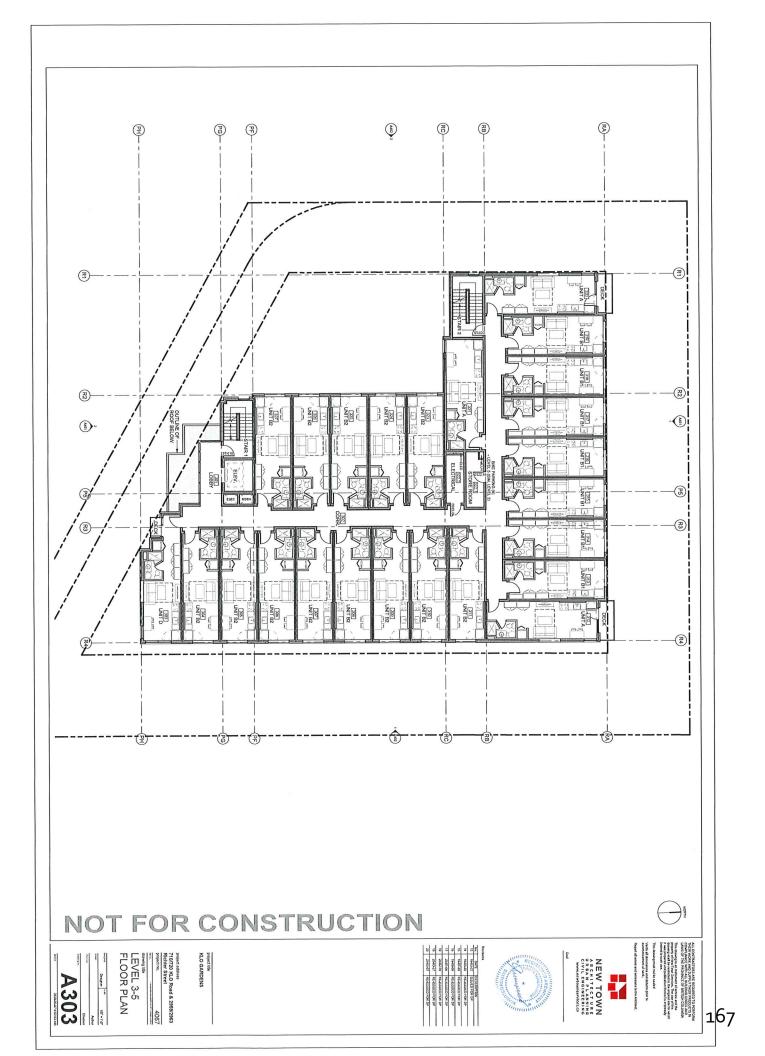
All costs, expenses, claims that may be incurred by the Municipality where the construction, engineering or other types of works as called for by the Permit results in damages to any property owned in whole or in part by the Municipality or which the Municipality by duty or custom is obliged, directly or indirectly in any way or to any degree, to construct, repair, or maintain.

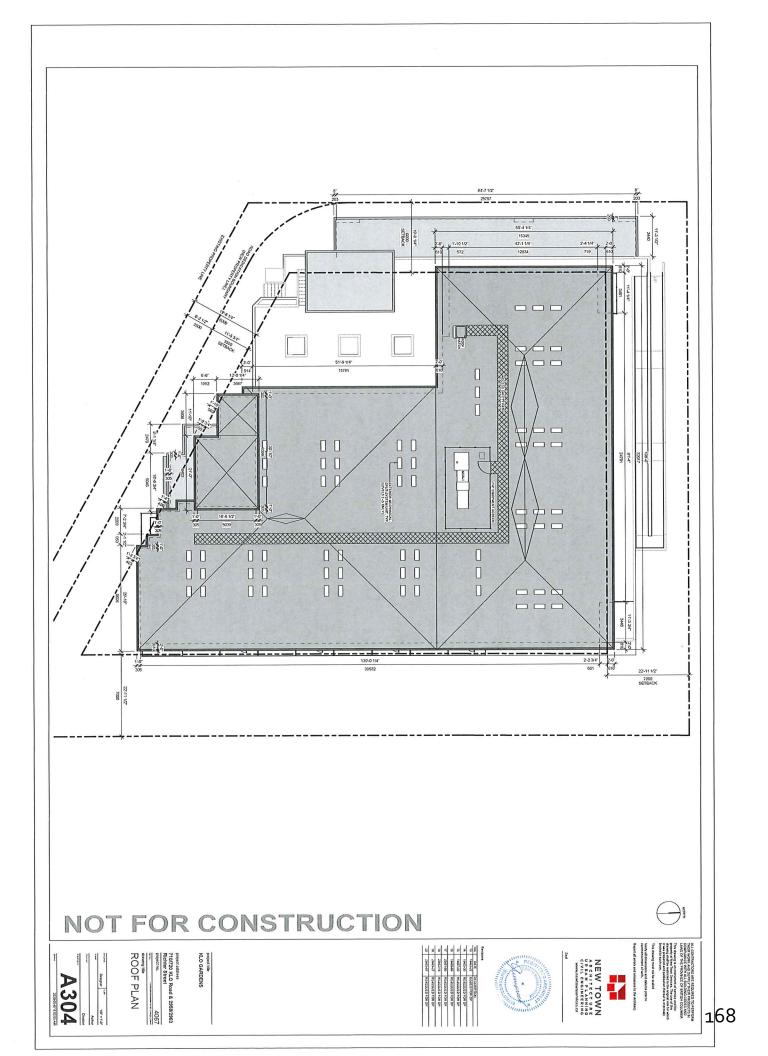
The PERMIT HOLDER is the <u>CURRENT LAND OWNER</u> .
Security shall <u>ONLY</u> be returned to the signatory of the
Landscape Agreement or their designates.



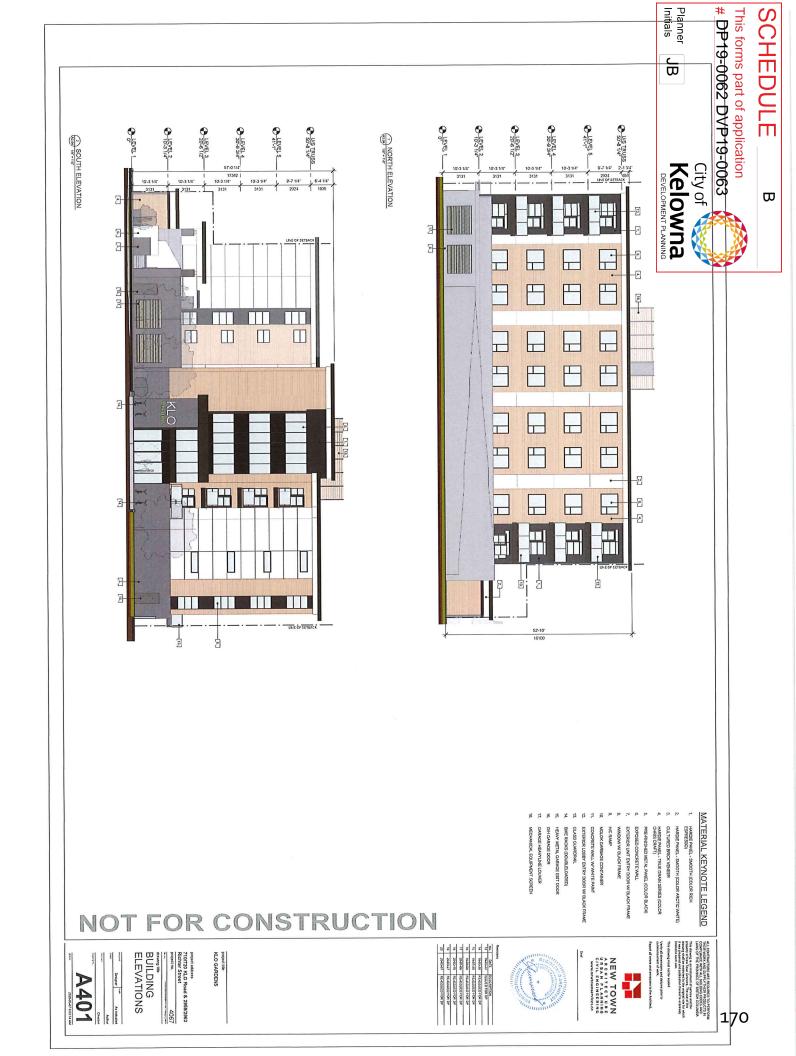


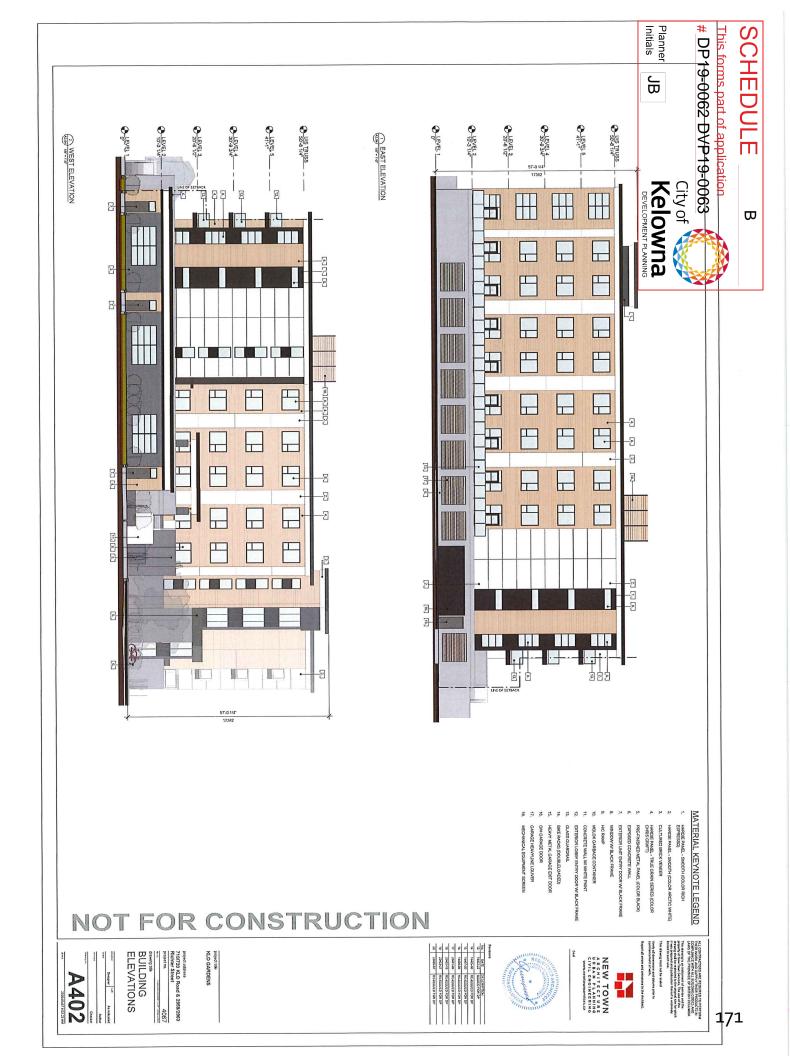


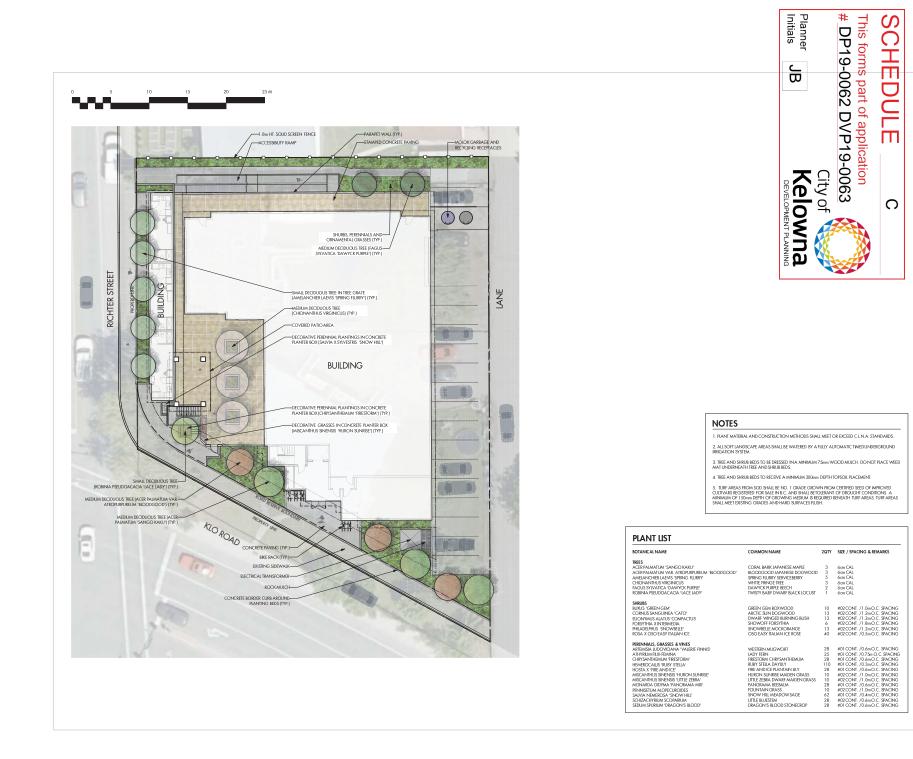












PROJECT TIME OC GARDENS - 710-720 KLO

Road 2959-2963 Richter Street

Kelowna, BC

303 - 590 KLO Road Kelowna, BC V1Y 7S2 T (250) 868-9270 www.outlanddesign.ca

OUTLAND DESIGN LANDSCAPE ARCHITECTURE

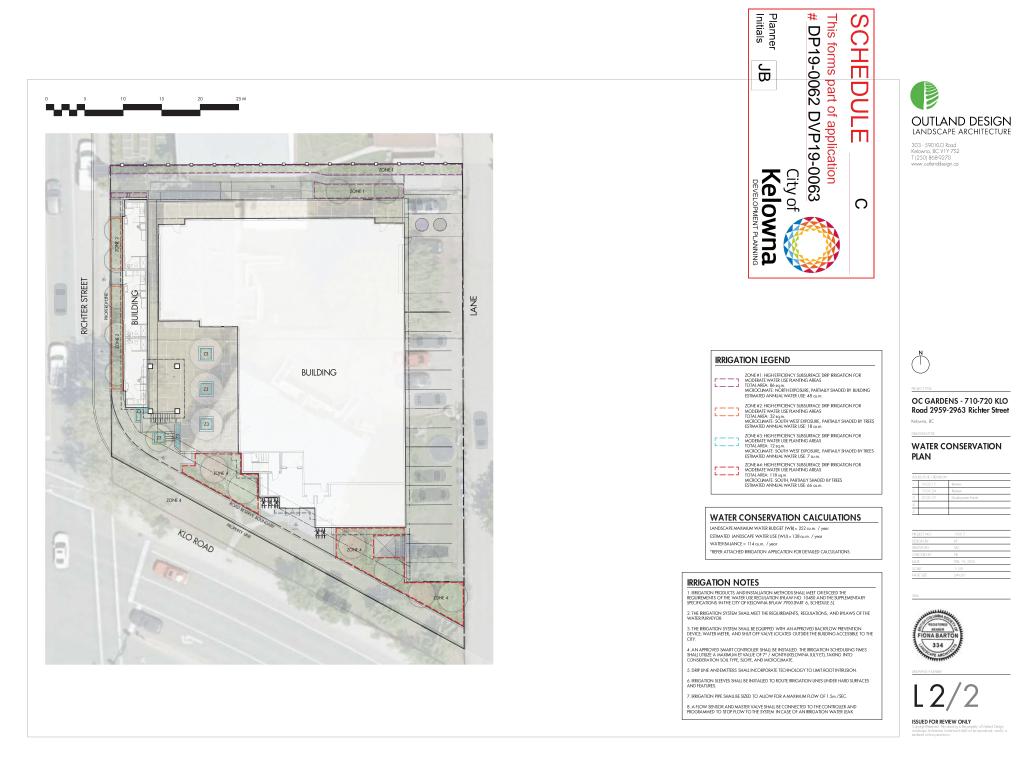
CONCEPTUAL LANDSCAPE PLAN

	19.02.15	Review	
2	19.05.24	Review	
1 2 3 4 5	20.02.19	Development Permit	
4			
5			

PROJECT NO		
DESIGN BY	KF	
DRAWIN BY	MC	
CHECKED BY	FB	
DATE	FEB. 19, 2020	
SCALE	1:150	
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FIONA BARTON

L1/2







CP Amendment, Rezoning, Development Permit, and **Development Variance Permit**

For 2959-2963 Richter St & 710-720 KLO Rd

Introduction

This application is to facilitate the construction of a 99-unit bachelor suite building specifically targeted to the student population of Okanagan College. It is located on the corner of Richter Street and KLO Road.



Site Context and Land Use

building construction. The subject site consisted of 2 parcels, one zoned RM1 and the other RU6. Both of these zones are within the Low Density Multiple Family land use designation. The lots have now been consolidated in anticipation of





Zoning to RM5 (OCP Amendment)

amendment to Medium Density Multiple Residential represents a land use similar to much of the present Low Density Multiple Residential OCP forecast for this redevelopment property. The requested City of Kelowna to increase the focus of new housing within established Urban Centers is challenged by the location that serves both the South Pandosy Urban Centre and Okanagan College. The recent initiative by the The subject site on the corner of Richter St. and KLO Rd has a significant opportunity to offer housing in a intensification and supports key justifications including but not limited to: redevelopment property surrounding Pandosy Urban Centre. This area is forecast for residential

- Improved housing affordability
- Highly walkable context,
- Proximity to commercial, educational, medical and personal services,
- Transit accessibility,
- Fronting cycling and pedestrian networks,
- Proximity to waterfront parks and playing fields, and
- Achieves sustainable land use density as determined by PIBC

strategy more intensive use of the Town Centre housing strategy and consistent with the City's carbon reduction from the long standing duplex (RU6) zone. This densification is one example of the ongoing transition to Further to these points, the City recently block zoned the adjacent land to the west for RU7 (4plex housing)

Architecture, Building Form & Character

storey entry lobby on KLO Rd. place the understructure parkade near to the existing grade elevation due to the very high-water table in the while addressing a low scale interface to the pedestrian realm. The proposed development was forced to This proposal offers a significant land mark design at a prominent intersection that celebrates the corner Pandosy area. This parkade has been offset by the 3 residences fronting the parkade on Richter St. and the 2

softens the parkade massing. Inside the building, the studio residences are proposed in a variety of The platformed stairway at the very corner brings pedestrians to the landscaped terrace and the secondary building entrance on the first residential level. A wheelchair ramp on the north side of the parkade further styles/plans.

Building Site Coverage - Variance

40.5% of the property and within the bylaw Building Coverage maximum. However, the overall structure which adds to the site coverage. The building, including the residential units fronting on KLO Rd., cover including the parkade cover 57.9% and exceed the bylaw, requiring a variance be considered by Council. This property is within the Pandosy high water table area necessitating the need to elevate the parkade,



Site Coverage – Variance

table conditions in the Pandosy area. Permeable parking surfaces are provided near the rear lane to help aid coverage and the building site coverage are forced into a variance consideration as a result of the high-water below grade the site coverage would be 56.4% and within the coverage limitation. Both the overall site This proposal offers direct access parking from the rear laneway. This feature, together with the structure, cover 74.3% of the property. Although this condition exceeds the bylaw coverage, if the parkade were in rainwater infiltration.





Parking - Cash-in-Lieu

which offer the potential for residents to forego the need for a private vehicle with walkable access to goods, services, employment and recreational activities. Furthermore, students often take active transportation options as it is a much cheaper option for travel and daily commuting needs. All of Parking Bylaw will be created. This action is considered reasonable because the location is an Urban Centre is in very close proximity, less parking spaces than what is conventionally required in the City of Kelowna With the understanding that the proposed development will be targeting Okanagan College students, which

the Zoning Bylaw. 62 stalls total are proposed to be provide, with the remainder to be paid cash in lieu. It should also be noted that there will be 5 shared E-bikes provides for residents to commute, recreate and use within Urban Centers can pay a lump sum in lieu of providing the off-street parking spaces required under the parking bylaw requirements. As per the Payment in Lieu of Parking Bylaw No. 8125, developments at their leisure. Instead of asking for a parking variance, the proposed development will be providing a payment in lieu of

Building Height – Variance - Number of Storeys

Thus, it is required for Council to consider this variance to alter the maximum height from 4.5 to 5 storeys. grade parkade. It is necessary to have the parkade above grade because of the Pandosy area water table. proposed building is a 5 storey structure when considering the 4 residential storeys and the 1 storey above The overall proposed structure is below the maximum allowed height (18m), being 17.4m. However, the

Conclusion

redevelopment of this underutilized site targets the goal of adding many new homes for young students and Staff and Council for this application. anyone looking for an affordable home close to urban amenities. The applicant kindly seeks support from 99 studio units and locate it's residents within walking/biking distance of school, shopping, and services. The This is a significant project that can bring a great deal of benefit to the Okanagan College area. It would add





DP19-0062 & DVP19-0063 710-720 KLO Rd & 2959-2963 Richter St

Development Permit and Development Variance Permit

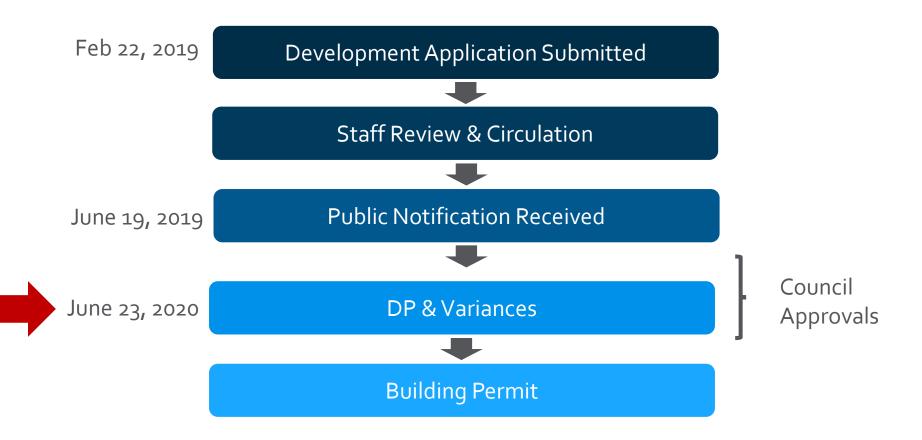


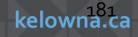
Proposal

- A Development Variance Permit to vary the maximum site coverage from 40% to 58% for buildings and from 70% to 74% for buildings, driveways and parking areas AND to vary the maximum height from 4.5 storeys to 5 storeys.
- A Development Permit for the form and character of the proposed building.

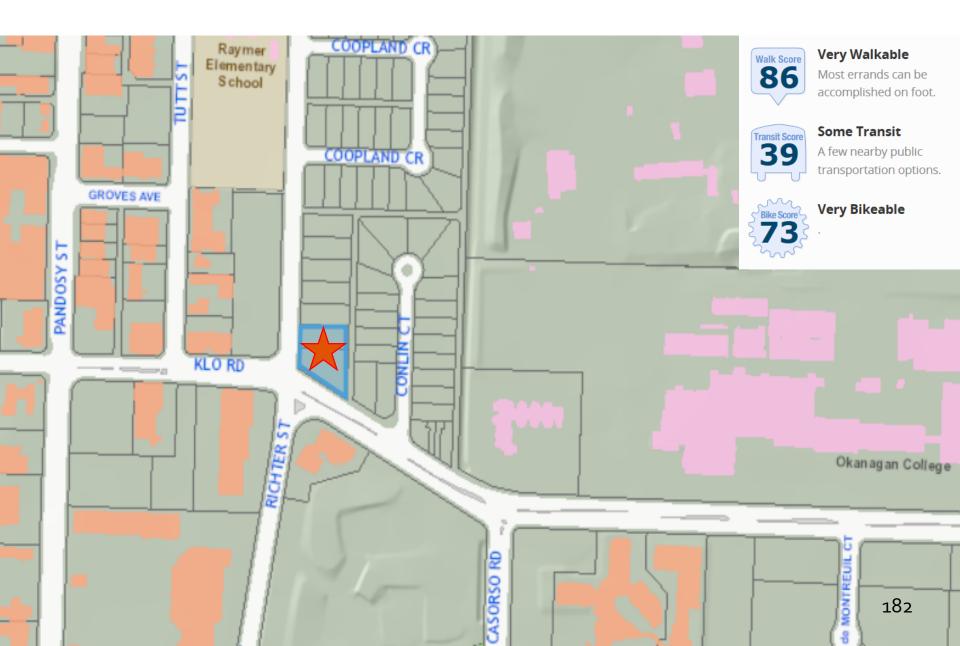
Development Process







Context Map



South Pandosy Urban Centre



Subject Property Map

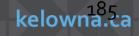




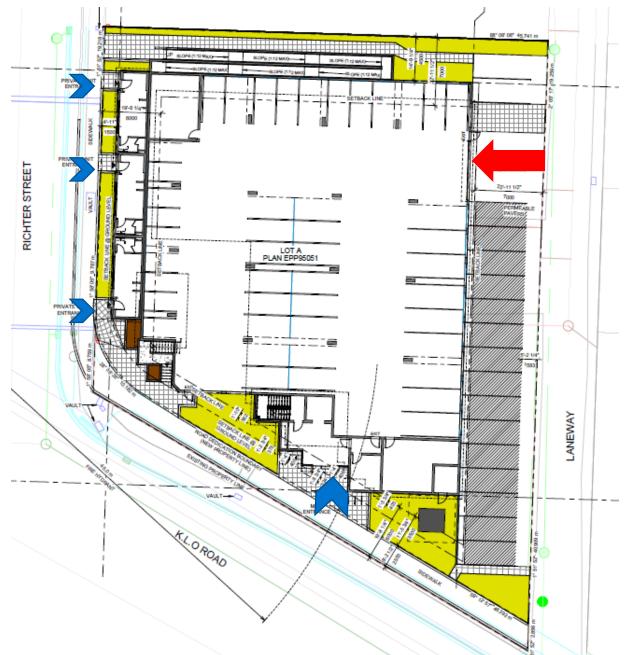
Project details

▶ 5 storey residential FAR 1.293

- ▶ 99 bachelor units (26.8 m² 31.8 m²)
- ► 37 stalls cash in lieu
- Private open space provided on outdoor rooftop amenity
- Two variances:
 - The maximum site coverage from 40% to 58% for buildings and from 70% to 74% for buildings, driveways and parking areas;
 - The maximum height from 4.5 storeys to 5 storeys.



Site Plan



Landscape Plan

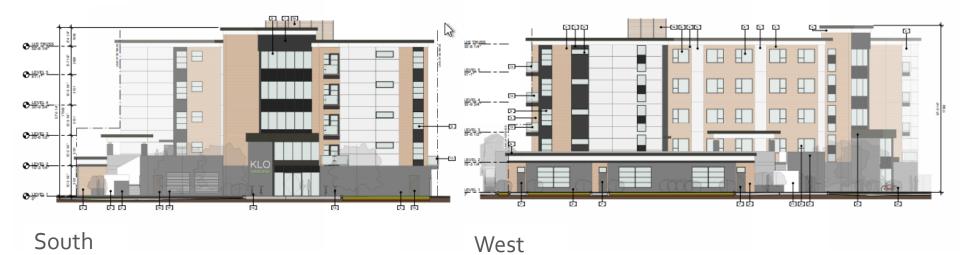


Elevations

East



North







SAMPLE

(FOR COLOR PURPOSES ONLY

MOLOK GARBAGE CONTAINERS (#10)

(FOR COLOR PURPOSES ONLY)



EXPOSED CONCRETE WALL (#6)

HARDIE REVEAL PANEL (SMOOTH) W/ PAINTED EXP. FASTENERS; COLOR ARCTIC WHITE (#2)



CULTURED BRICK VENEER (#3)

SAMPLE

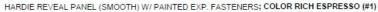
GLASS RAILING (#13)



89

WINDOWS - CLEAR VISION GLASS W/ BLACK FRAME (#8)







HARDIE PLANK FISHER TRUE GRAIN SERIES; COLOR CHRIS CRAFT (#4)



PRE-FINISHED METAL; COLOR BLACK (#5)

Materials

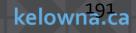
Renderings





Development Policy

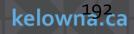
- Supports key directions of the Healthy Housing Strategy
- Meets the intent of the Official Community Plan Urban Infill Policies:
 - 5.2.4 Complete Communities
 - 5.3.2 Compact Urban Form
 - ► 5.22.11 Housing Mix





Staff Recommendation

- Staff recommend support of the proposed Development Permit and Development Variance Permit:
 - Variances are mitigated through architectural design and are minor in nature
 - Contributes to affordable housing in an Urban Centre environment
 - Aesthetically pleasing architectural treatment





Conclusion of Staff Remarks

Report to Council



Date:	June 23, 2020
То:	Council
From:	City Manager
Subject:	Rescind Housing Agreement for 2169 Pandosy St

Recommendation:

THAT Council receives, for information, the report from the Development Planning Department dated June 23, 2020, with respect to the Housing Agreement for 2169 Pandosy St;

AND THAT Council consider a Bylaw that would authorize the City of Kelowna to repeal Bylaw No. 10624 being Housing Agreement Authorization Bylaw.

Purpose:

To consider repealing the Rental Housing Agreement Bylaw for the subject property.

Background:

The bylaw was adopted in 2015 as part of a land use re-designation from RU6-Two Dwelling Housing to HD2- Hospital and Health Support Services for the subject property. The bylaw was amended in 2017 with an updated "Schedule A" with minor updates. The housing agreement allocates 1,400 sq ft total for 3 units to affordable housing units specifically for patients and families who require accommodation close to the Cancer Centre.

Discussion:

The Housing Agreement is remnant from the previous approval for land use. The landowner has updated their proposed redevelopment plan for the subject property and no longer wish to provide a portion of affordable housing units as the proposed use changed from being residential in nature to a mixed-use commercial building and hotel. Should the request to repeal and rescind the Bylaw and Agreement be supported, the form and character Development Permit will be considered by Council on June 23, 2020.

Considerations not applicable to this report:

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

Submitted by:	J. Black, Planner Specialist
Approved for inclusion:	T. Barton, Development Planning Department Manager

cc: R Smith, Divisional Director Planning and Development Services

CITY OF KELOWNA

BYLAW NO. 12062

Rescindment of Housing Agreement, 2169 Pandosy Street

WHEREAS a housing agreement (the "Housing Agreement") is registered at the Kamloops Land Title Office under the charge number CA4754461 against lands in the City of Kelowna particularly known and described as Lot A, District Lot 14, ODYD, Plan EPP27000, located on Pandosy Street, Kelowna, B.C.;

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 "Rescindment of Housing Agreement";
- 2. Bylaw No. 10624 establishing Housing Agreement all amendments thereto, are hereby repealed and the Housing Agreement is terminated as of the date of adoption; and
- 3. This bylaw will come into force and effect one year after the adoption date.

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

Mayor

City Clerk





Date:	June 23, 2020			
То:	Council			
From:	City Manager			
Department:	Development F	Planning		
Application:	DP19-0165 & DVP19-0166		Owner:	Pandosy Street Developments Ltd, Inc No. BCo689792
Address:	2169 Pandosy St		Applicant:	GTA Architecture Ltd.
Subject:	Development and Development Variance Permit			
Existing OCP De	esignation:	HLTH- Health District		
Existing Zone:		HD2- Hospital and Hea	lth Support Ser	vices

1.0 Recommendation

THAT Council authorizes the issuance of Development Permit No. DP19-0165 for Lot A, District Lot 14, Osoyoos Division Yale District Plan EPP27000, located at 2169 Pandosy St, Kelowna, BC subject to the following:

- 1. The dimensions and siting of the building to be constructed on the land be in accordance with Schedule "A",
- 2. The exterior design and finish of the building to be constructed on the land be in accordance with Schedule "B",
- 3. Landscaping to be provided on the land be in accordance with Schedule "C",
- 4. The applicant be required to post with the City a Landscape Performance Security deposit in the form of a "Letter of Credit" in the amount of 125% of the estimated value of the landscaping, as determined by a Registered Landscape Architect,
- 5. The applicant submits a Heritage Conservation Plan consistent with national guidelines for preservation, rehabilitation and restoration outlined in the *Standards and Guidelines for the Conservation of Historic Places In Canada* which will include a Heritage Consultant to review the Building Permit drawings and oversee all on-site construction activities related to the heritage asset.

AND THAT Council authorizes the issuance of Development Variance Permit No. DVP19-0166 for Lot A, District Lot 14, Osoyoos Division Yale District Plan EPP27000, located at 2169 Pandosy St, Kelowna, BC;

AND THAT variances to the following section(s) of the Zoning Bylaw No. 8000 be granted:

Section 17.2.5.1 (c): HD2- Hospital and Health Support Services

To vary the maximum height from 16.5m permitted to 20.0m proposed

Section 17.2.5.1 (b): HD2- Hospital and Health Support Services

To vary the maximum site coverage from 55% permitted to 62% proposed

Section 17.2.5.1 (f): HD2- Hospital and Health Support Services

To vary the minimum rear yard setback from 6.0m permitted to 4.5m for a portion of the rear yard

AND THAT Council's consideration of this Development Permit and Development Variance Permit be considered subsequent to the outstanding conditions of approval as set out in Schedule "A" attached to the report from Development Planning dated June 23, 2020;

AND THAT the applicant be required to complete the above noted conditions of Council's approval of the Development and Development Variance Permit in order for the permits to be issued;

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

2.0 Purpose

To issue a Development Permit for form and character of a commercial building, hotel and associated parking structures and a Development Variance permit for a reduction in the rear yard setback and increase in height and site coverage.

3.0 Development Planning

Development Planning Staff are supportive of the proposal for a mixed-use building for health services, a hotel and associated parkade structures. Planning considers the location of the subject property to be high profile as a key redevelopment opportunity along a major urban corridor containing a heritage asset (Collett House). Staff have worked diligently with the applicant and their consultant team over the past several months on the original submission and on a number of significant revisions and modifications. Consistent with the previous Council approval for the now expired Development Permit on the property (See Section 4.1 of this report) the protection and adaptive reuse of the heritage asset was a key municipal objective. Through working with the applicant, the heritage asset (Collett House) has now been incorporated into the development by relocating it to the south-west corner of the site, integrating it into the larger commercial development, and restoring the primary elevations consistent with National Heritage standards. Further information regarding the heritage asset is provided in Section 4.2 of this report.

The commercial component of the project is 35,490 sq. ft of leasable commercial space under the Health Services, Major use category, which means it must be used by tenants that provide physical or mental health services on an out-patient basis. This is consistent with the intent of the HD2- Health District zone and should help to complement the existing hospital and health services in the area. The proposal also

includes a 74 room hotel in the form of 15 townhouse units that front onto Glenwood Ave and hotel suites on the floors above.

The proposal meets the City's parking regulations with a total of 193 stalls provided in two interconnected parkade structures. The parkades have been integrated into the overall development and located at the rear of the property immediately off the laneway. This meets the City's form and character objectives of minimizing the aesthetic impact of a large parkade structure.

The proposed building is 5 storeys in height and fronts onto Pandosy St and Glenwood Ave. An open atrium separates the hotel and commercial spaces and provides pedestrian access off Pandosy St. OCP objectives achieved in this proposal include:

- Provide for a scale and massing of commercial buildings that promotes a safe, enjoyable living, pedestrian, working, shopping and service experience
- Highlight the significance of community institutional and heritage buildings
- Promote a high urban design standard and quality of construction for future development that is coordinated with existing structures.

The most significant variance request is to accommodate additional height to 20.0m. This allows for a 5 storey building that fronts onto Pandosy St. The request for additional height is accompanied with several key architectural features of the building including:

- Lower-scaled ground-oriented units on Glenwood Ave to help integrate into the existing residential neighbourhood along the street,
- A prominent open atrium feature as the main entrance to the building off Pandosy Street
- The adaptive reuse of the heritage building to commercial (i.e. food primary) to help improve the streetscape interface along Pandosy St.

Overall, the mixed-use proposal meets many of the OCP's Urban Design objectives and Planning Staff are recommending support for the proposed Development Permit and associated variances.

4.0 Proposal

4.1 <u>Background</u>

Site History

The subject site is home to the Collett House and is currently listed on the City of Kelowna Heritage Registry. The house was built in 1913 and is considered a notable example of the Foursquare style, common during the Edwardian era as a rational expression of modern needs and conveniences.

Development History

The subject property was rezoned to HD₂- Hospital and Health Support Services zone in 2015 and the applicant was issued a Development Permit in 2017 which subsequently expired. The HD₂ zone is intended to provide services to the medical community associated with KHG, Interior Health and UBC Medical. The previous approval included the registration of an Affordable Rental Housing Agreement on title in exchange for a density bonus of 0.1. The agreement allocated 1,400 sq ft total for 3 units to affordable housing units for short term residential use for patients and families who need to be close to the Cancer Centre. Given the proposal is now for a commercial use (hotel) the applicant is requesting to remove the Housing Agreement as part of this application and do not intend to provide the affordable housing units.

4.2 Project Description

The project proposes a mixed-use building with the following uses:

Health Services, Major- 35,490 sq. ft of leasable commercial space

Hotel- 47, 310 sq. ft (74 units)

Form and Character

Collet House- The applicant has responded to Planning's request by incorporating the existing heritage house into the commercial component of the building. To assess the heritage significance and feasibility of relocating the house, the applicant retained a registered heritage professional. The findings of the report reinstated the significance of Collett Manor and recommended conservation of the house. Ultimately, rehabilitation is the conservation objective for the home and the report supports the adaptive relocation of the heritage building to the corner of Royal Ave and Pandosy St and reuse as a public commercial space, such as a restaurant or a café. Staff are confident that the integration of the home into the proposed building is an approach that will ensure the longevity of the historically significant asset. The commercial and hotel component are a modern design. The architecture proposes a glass atrium to separate the hotel and leasable space which will be programmed with landscaping and open to the public. The hotel units facing Glenwood Ave are ground-oriented and mimic townhouse-built form. Design gues have been taken from the surrounding context and Hospital Area Design Guidelines, such as giving attention to doors and main entrances to make the building approachable. The exterior materials and colors (a more muted palette) are stylistically similar to that of the Hospital campus. The architect has used a variety of materials to further articulate the different components of the building (i.e. ground level townhouse entry and upper units) to assist in the reduction of mass and scale.



North Elevation



The west elevation, facing Pandosy St, clearly defines the ground-oriented hotel units, main entry to the hotel/commercial, atrium and the incorporation of Collet House.

West Elevation

<u>Parking</u>

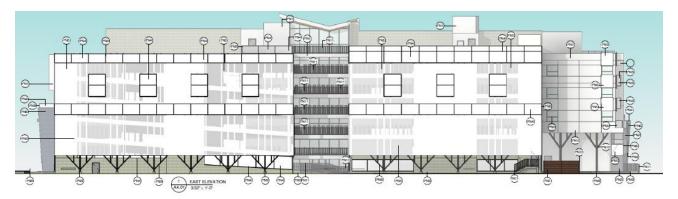
Access to the parking structures is provided off an existing laneway which can be accessed from Glenwood Ave or Richter St. Staff initially raised significant concerns about the scale and mass of the parkade structures in relation to the neighbourhood context to the east. The siting and imposing built form create a poor transition the adjacent single-family homes. The applicant is also seeking a variance to the rear yard setback to accommodate the southern parkade structure. The northern parkade structure is setback further from Glenwood Ave and is separated by the laneway. The parkade structures are within the allowable height of the zoning bylaw. It is Staff's opinion that the changes made to the design of the parkade structures were minor in nature but did assist in providing relief of the heavy massing related to context. The changes included:

- Different finishing materials (perforated, aluminium cladding with a forest design)



- Addition of spandrel windows to reduce the perceived mass

Initial Submission



Final Proposed Design

In reviewing the design changes and proposed mass of the parkade structures, Staff have considered the long-term strategy of potentially expanding the Health District to the east, connecting ultimately to Ethel St. This change would impact the future land use of the block between Pandosy St and Richter St to MRL-Multi-Unit Low Density housing for the southern portion of Glenwood Ave and a future land use of Health District along the northern portion of Royal Ave (see Proposed Future Land Use Designations below). These land use changes and potential future development projects will help in the transition of the proposed building to the east along Glenwood Ave.



Map 4: Proposed Future Land Use Designations

Heritage Conservation Plan

A heritage conservation plan will be required prior to issuance of the Development Permit to ensure the applicant's commitment to the heritage objective. A conservation plan needs to have a degree of flexibility to allow for an increased understanding of the heritage condition and construction details, while at the same time maintaining a firm sense of the intent and purpose. The Heritage Consultant has confirmed the project's commitment to safeguarding the character-defining elements of Collett House that will involve a combination of reconstruction and restoration processes. National heritage guidelines and standards will be followed including a heritage consultant reviewing the building permit drawings as well as overseeing construction of the heritage component. Once the project is complete, the City's Municipal Heritage

Register for Collett House will need to be updated with the new location and condition its character defining elements.

<u>Context</u>

The building generally interacts well with the existing hospital area campus and surrounding area. The Walter Anderson building directly to the south is 4 storeys in height and the hospital is 7 storeys. The siting of the proposed building creates an appropriate transition to the neighbouring area at 5 storeys.

<u>Variances</u>

The applicant is requesting three variances:

- 1. Allowable site coverage from 55% to 62%. The extra site coverage is mitigated through the inclusion of a unique architectural feature of an atrium which will be programmed space available to the public, as well as the incorporation of green roof infrastructure.
- 2. **Rear yard setback from 6.om to 4.5m for a portion of the rear yard.** The reduction of the setback does not impede pedestrian circulation and the applicant is proposing to include a walkway through this portion of the rear yard connecting the laneway and Royal Ave.
- 3. Height from 18.0 to 20.0m for a portion of the building. The additional height is for a portion of the building that is stepped back from the main face of the building. It will not cause shadowing onto the pedestrian realm or cause overlooking issues onto neighbouring properties.

<u>Conclusion</u>

The Health District is intended to integrate uses in support of the KGH campus both physically and functionally with the surrounding communities and to provide a moderating transition in scale from a major institutional centre to adjacent established residential areas". The benefits of this proposal include:

- Uses that support OCP policy for the Health District;
- Uses that accomplish the intent of the HD2 zone;
- An attractive redevelopment for a currently vacant site on a prominent corner; and
- The successful conservation of Collet House into the proposed design.

Ultimately, the benefits of the redevelopment of the site and the developer's commitment to the heritage component are a positive contribution to the Health District and Staff are recommending support of the proposal.

4.2 <u>Site Context</u>

The subject property is located in the Health District and is bordered by Glenwood Ave on the north property line, Pandosy St on the west and Royal Ave on the south. The site poses a unique opportunity for redevelopment and contains one existing structure (Collett House). The properties to the east are predominantly single-family homes. Directly to the south/southwest is Kelowna General Hospital. The Heritage Conservation Area is located to the west across Pandosy St and is comprised mostly of single-family homes and a surface parking lot that serves KGH.

Orientation	Zoning	Land Use	
North	RU6- Two Dwelling Housing	Single dwelling housing	
East	RU6- Two Dwelling Housing	Single dwelling housing	
South	HD1- Kelowna General Hospital	Hospital	
West	RU1- Large Lot Housing Single dwelling housing	Single dwelling housing	

Specifically, adjacent land uses are as follows:

Subject Property Map:



4.3 Zoning Analysis Table

Zoning Analysis Table				
CRITERIA	ZONE REQUIREMENTS	PROPOSAL		
E	xisting Lot/Subdivision Regulation	S		
Min. Lot Area	900.0m²	5070.0m²		
Min. Lot Width	30.0M	48.53m		
Min. Lot Depth	30.0M	75.57m		
	Development Regulations			
Max. Floor Area Ratio	1.2	1.2		
Max. Site Coverage (buildings)	55%0	62%		
Max. Height	16.5m 🛛	20M		
Min. Front Yard	4.5m	4.5m		
Min. Side Yard (south)	4.5m/6.om for portions of a building over 12.0	4.5m		
Min. Side Yard (north)	4.5m/6.om for portions of a building over 12.0	4.5m		
Min. Rear Yard 6.om 😣		4.5m		
Other Regulations				

	Hotel: 1 per dwelling unit	Hotel: 74 stalls required & 74
	Health Services, Major: 2.5 per	proposed
Min. Parking Requirements	100m ² of gross floor area	Health Services: 82 stalls required &
Min. I arking Requirements	Food Primary Establishment: 1 per	108 proposed
	4 seating spaces to a capacity of	Food Primary: 10 stalls
	40 seats	TOTAL: 193 stalls
Min. Bicycle Parking	Class 1: 0.2/100 m ²	
	Class 2: 0.6/100 m ²	
	Food Primary:	
	Class 1: 0.2/100 m ²	
	Class 2: 0.6/100 m ²	
	0.1/100 m ²	Class 1: 22 stalls
	Class 2: 1/10 employees	Class 2: 16 stalls
	Hotel:	
	Class 1: 1/20 sleeping unit	
	Class 2: 1/20 sleeping unit	
• Indicates a requested variance to site cove	rage from 55% to 62%	
Indicates a requested variance to maximu	5	
Indicates a requested variance to the mini		

5.0 Current Development Policies

5.1 Kelowna Official Community Plan (OCP)

Chapter 5: Development Process

Objective 5.7 Identify and conserve heritage resources

Objective 5.32 ensure the development of institutional facilities meets the needs of residents

Policy 10 Health Care Facilities. Support the extension of services and appropriate building expansions of the Kelowna General Hospital and other health care facilities, as provided for on the Generalized Future Land Use Map 4.1. The form and character of future expansions should be compatible with the surrounding neighbourhood context.

5.2 Zoning Bylaw No. 8000

HD₂- The purpose is to provide a zone for new development of buildings that provide services to the medical community associated with KGH, Interior Health Authority, and UBC Medical Programs including staff, clients, patients and their families.

Allows for a range of institutional, medical-related commercial and complimentary residential uses within the OCP Health District future land use redesignation.

6.o Technical Comments

6.1 <u>Development Engineering Department</u>

6.1.1 n/a

7.0 Application Chronology

Date of Application Received: Date Public Consultation Completed:		August 27, 2019 September 12, 2019 (on site public consultation) April 8, 2020 (mail-outs)	
Report prepared by:	Jocelyn	Black, Planner Specialist	
Reviewed by:	Terry B	arton, Development Planning Department Manager	

Attachments:

Approved for Inclusion:

Attachment A: Draft Development Permit DP19-0165 and Development Variance Permit DVP19-0166

Ryan Smith, Division Director of Planning and Development Services

Schedule A: Site Plan, Floor Plans and Parkade Plans

Schedule B: Building Sections, Elevations and Materials

Schedule C: Landscape Plan

Attachment B: Applicant Design Rationale

Massing Schematics

Renderings

Heritage Report

	Date	Terry Barton Community Planning Department Manager Planning & Development Services
		Applicant: GTA Architecture Ltd.
	its Ltd., Inc. No. BCo689792	Owner: Pandosy Street Developments Ltd., Inc. No. BCo689792
requirements of any federal, ding scheme or agreement	This permit does not relieve the owner or the owner's authorized agent from full compliance with the requirements of any federal, provincial or other municipal legislation, or the terms and conditions of any easement, covenant, building scheme or agreement affecting the building or land.	This permit does not relieve the owner or the c provincial or other municipal legislation, or the affecting the building or land.
	NOTICE	
ncing. For further information,	In addition to your Development Permit, a Building Permit may be required prior to any work commencing. contact the City of Kelowna, Development Services Branch.	In addition to your Development Permit, a Building Permit r contact the City of Kelowna, Development Services Branch.
	This is NOT a Building Permit.	П
	Ith District	Future Land Use Designation: HLTH- Health District
	HD2- Hospital and Health Support Services	Existing Zone: HD2- Hosp
	Comprehensive Development Permit Area	Development Permit Area: Compreher
		<u>Decision By:</u>
	20	Date of Decision June 23, 2020
ached terms and conditions.	The present owner and any subsequent owner of the above described land must comply with any attached	The present owner and any subsequent owner
		Hotel
		Health Services, Major and Hotel
	ng development:	and permits the land to be used for the following development:
	sion Yale District Plan EPP27000	Lot A, District Lot 14, Osoyoos Division Division Yale District Plan EPP27000
		and legally known as
		2169 Pandosy St, Kelowna BC
	na municipally known as	This permit relates to land in the City of Kelowna municipally known as
		DP19-0165 & DVP19-0166
		Development Permit
207	# DP19-0165 DVP19-0166	
7	ATTACHMENT A	



2 SCOPE OF APPROVAL

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

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

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

2 CONDITIONS OF APPROVAL

- a The dimensions and siting of the building to be constructed on the land be in accordance with Schedule "A",
- 9 The exterior design and finish of the building to be constructed on the land be in accordance with Schedule "B";
- <u></u> Landscaping to be provided on the land be in accordance with Schedule "C"; and
- g Credit" in the amount of 125% of the estimated value of the landscaping, as determined by a Registered Landscape The applicant be required to post with the City a Landscape Performance Security deposit in the form of a "Letter of Architect.
- e The following variances to Zoning Bylaw No. 8000 be granted:

Section 17.2.5.1 (c): HD2- Hospital and Health Support Services

To vary the maximum height from 16.5m permitted to 20.0m proposed

Section 17.2.5.1 (b): HD2- Hospital and Health Support Services

To vary the maximum site coverage from 55% permitted to 57% proposed

Section 17.2.5.1 (f): HD2- Hospital and Health Support Services

To vary the minimum rear yard setback from 6.om permitted to 4.5m for a portion of the rear yard

€ The applicant be required to have a Heritage Monitor to oversee and approve all on-site construction as per Parks Canada Standards and Guidelines for the Conservation of Historic Places in Canada

This Development Permit is valid for two (2) years <u>from the date of approval</u>, with no opportunity to extend

ψ PERFORMANCE SECURITY

carried out, and any surplus shall be paid over to the property own of the day. Should the Developer carry out the development within the time provided, the Municipality may use enter into an agreement with the property owner of the day to have the work is filed accordingly: 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 that should the Developer fail to carry out the development hereby authorized, according to the terms and conditions of this Permit 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 As a condition of the issuance of this Permit, Council is holding the security set out below to ensure that development is carried out

- a An Irrevocable Letter of Credit in the amount of \$436, 626.56
- ত A certified cheque in the amount of \$436, 626.56

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

'n INDEMNIFICATION

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

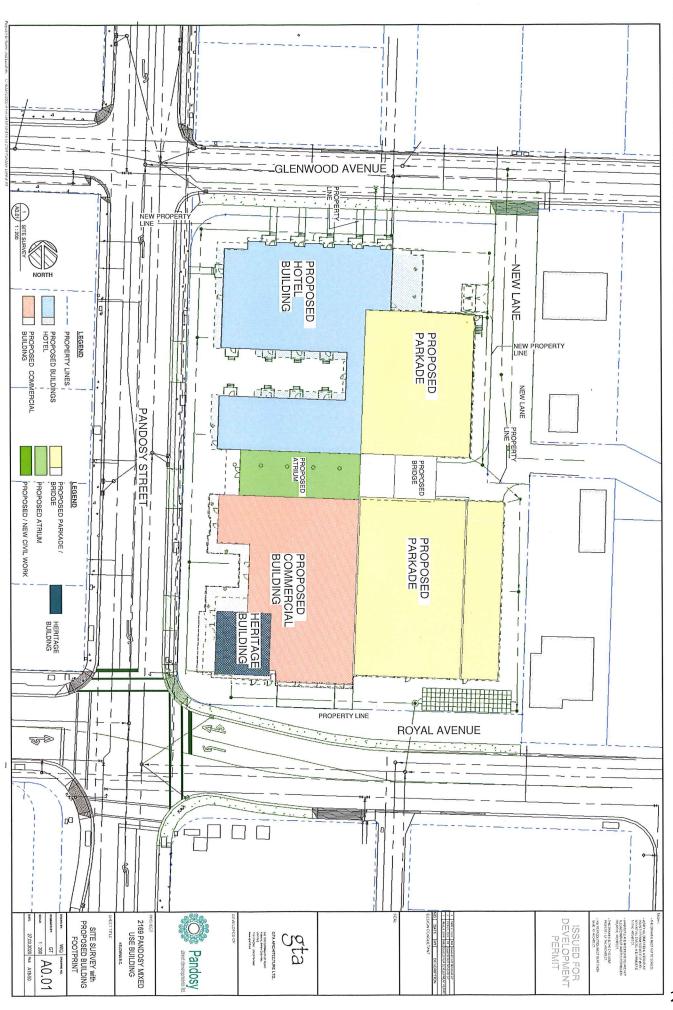
a All actions and proceedings, costs, damages, expenses, claims, and demands whatsoever and by whomsoever brought, by reason of the Municipality said Permit.

by duty or custom is obliged, directly or indirectly in any way or to any degree, to construct, repair, or maintain. called for by the Permit results in damages to any property owned in whole or in part by the Municipality or which the Municipality All costs, expenses, claims that may be incurred by the Municipality where the construction, engineering or other types of works as

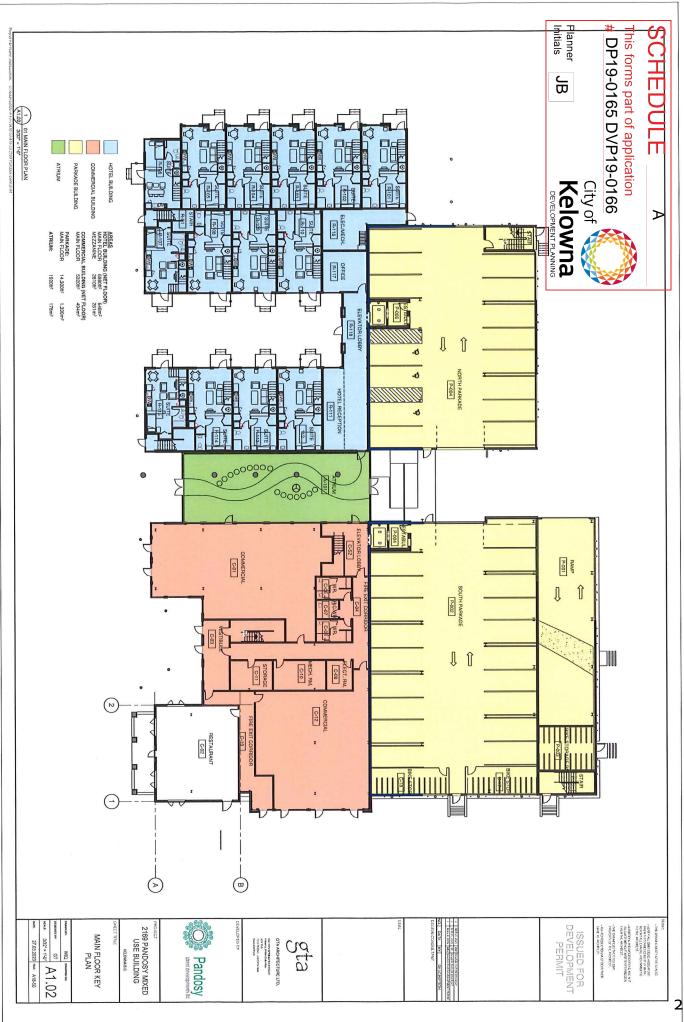
Security shall ONLY be returned to the signatory of the The PERMIT HOLDER is the CURRENT LAND OWNER. Landscape Agreement or their designates.



<image/> Number Numer Numer <	NEW MULTI-PURPOSE BUILDING (HOTEL, COMMERCIAL + PARKING) 2169 PANDOSY ST., KELOWNA B.C.
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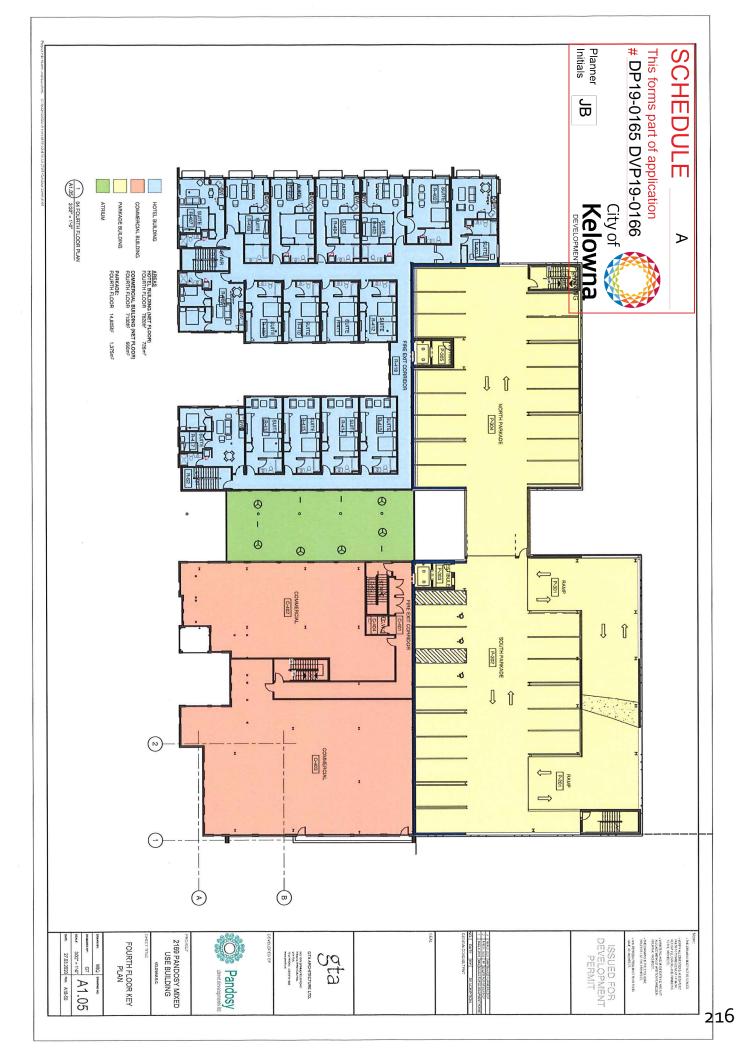


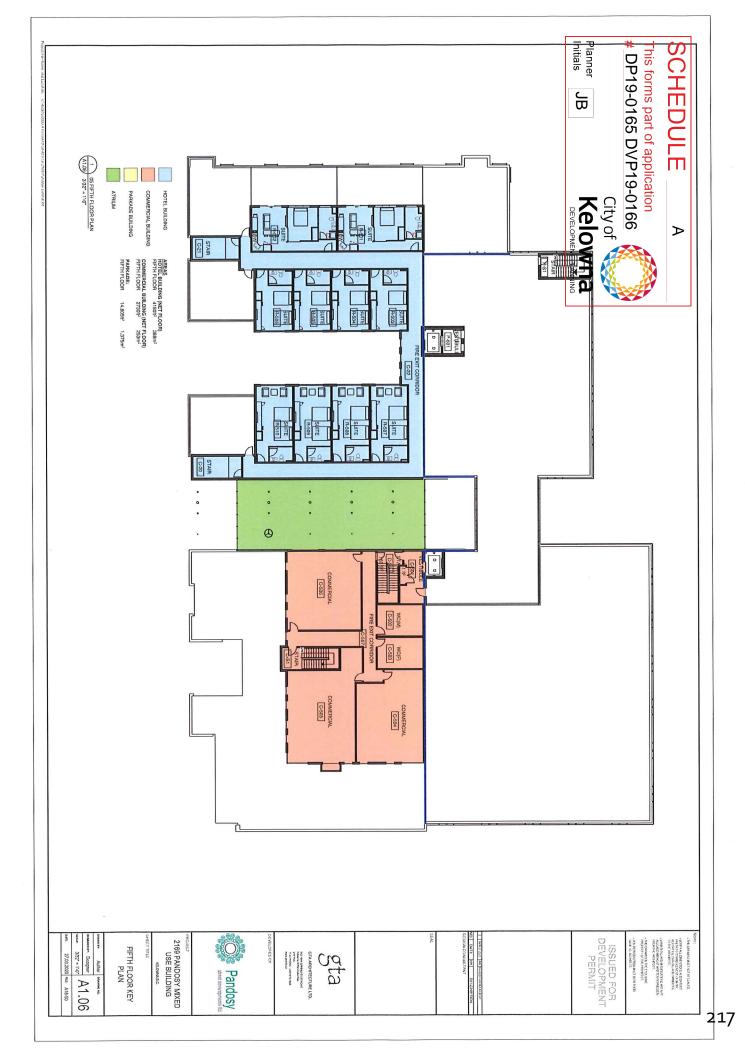








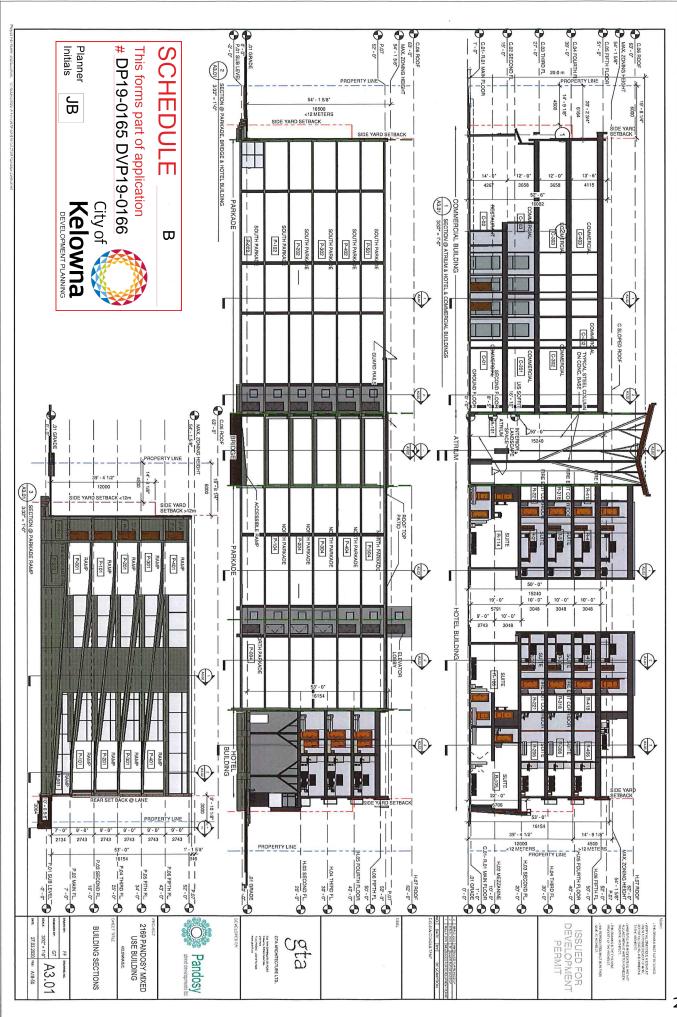


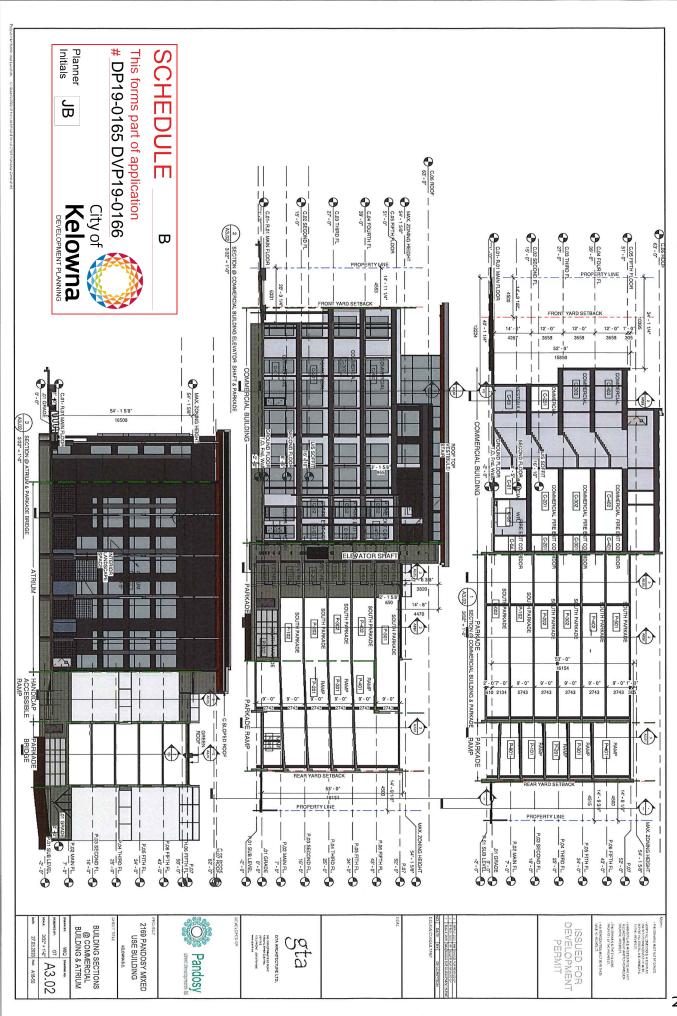


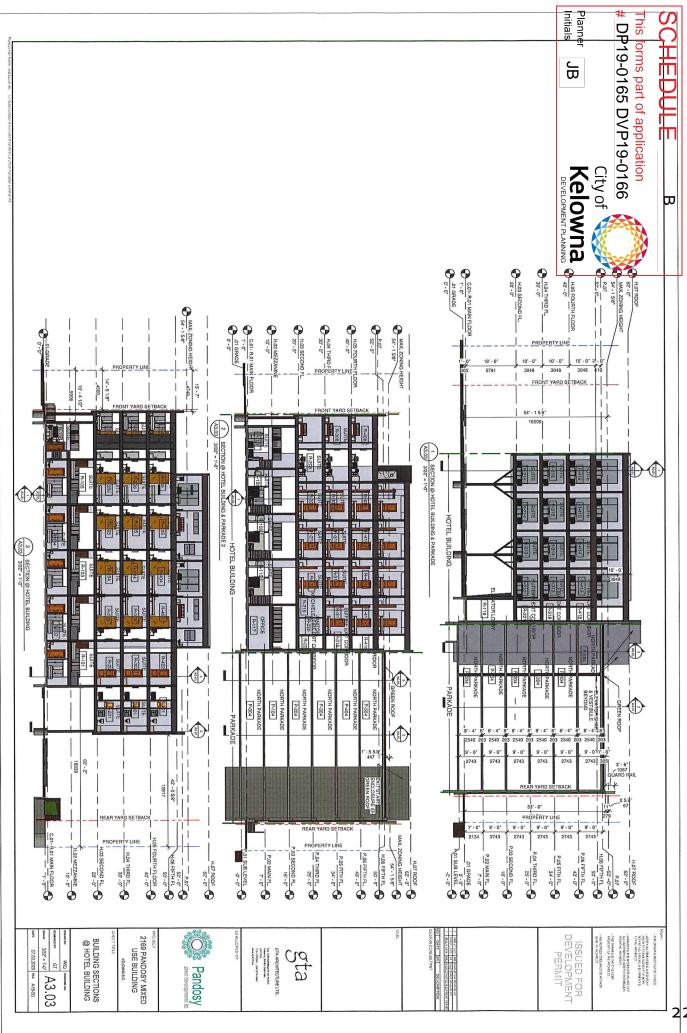


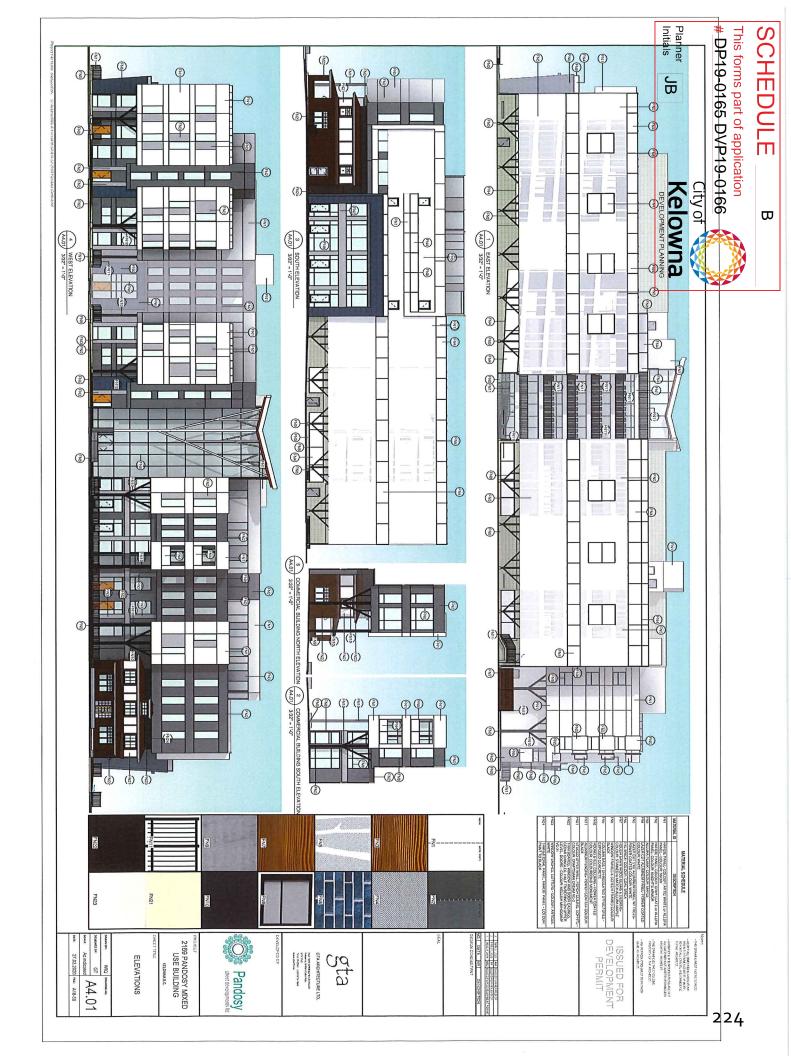


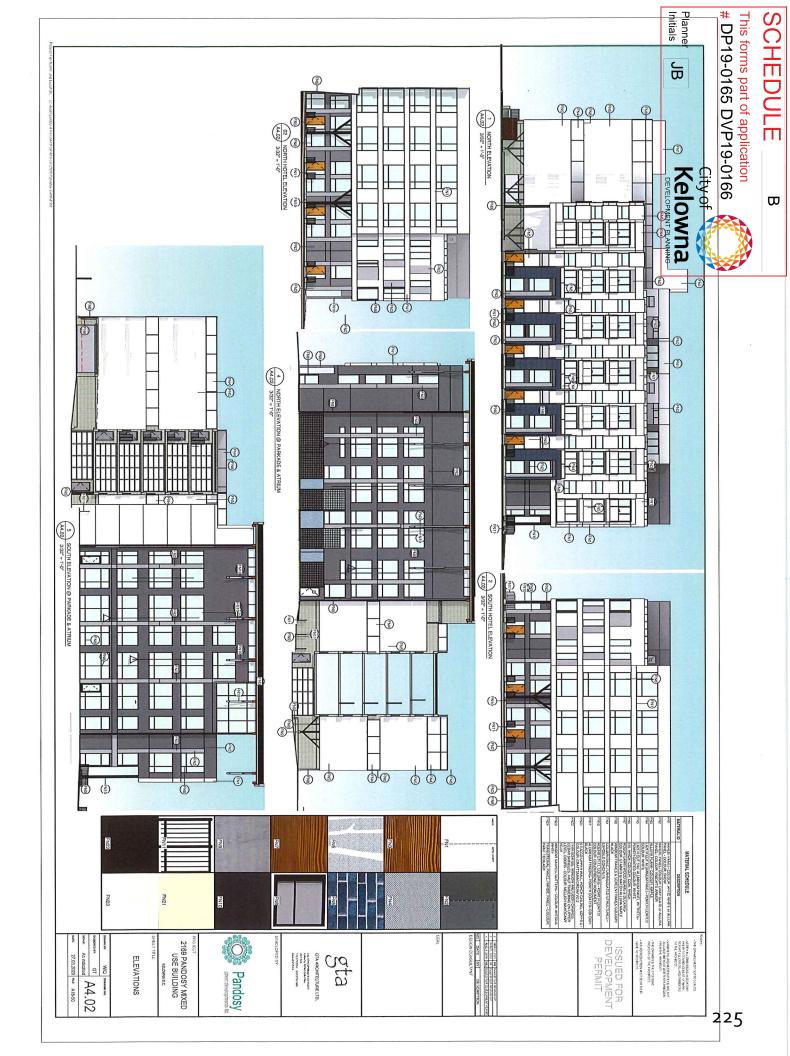






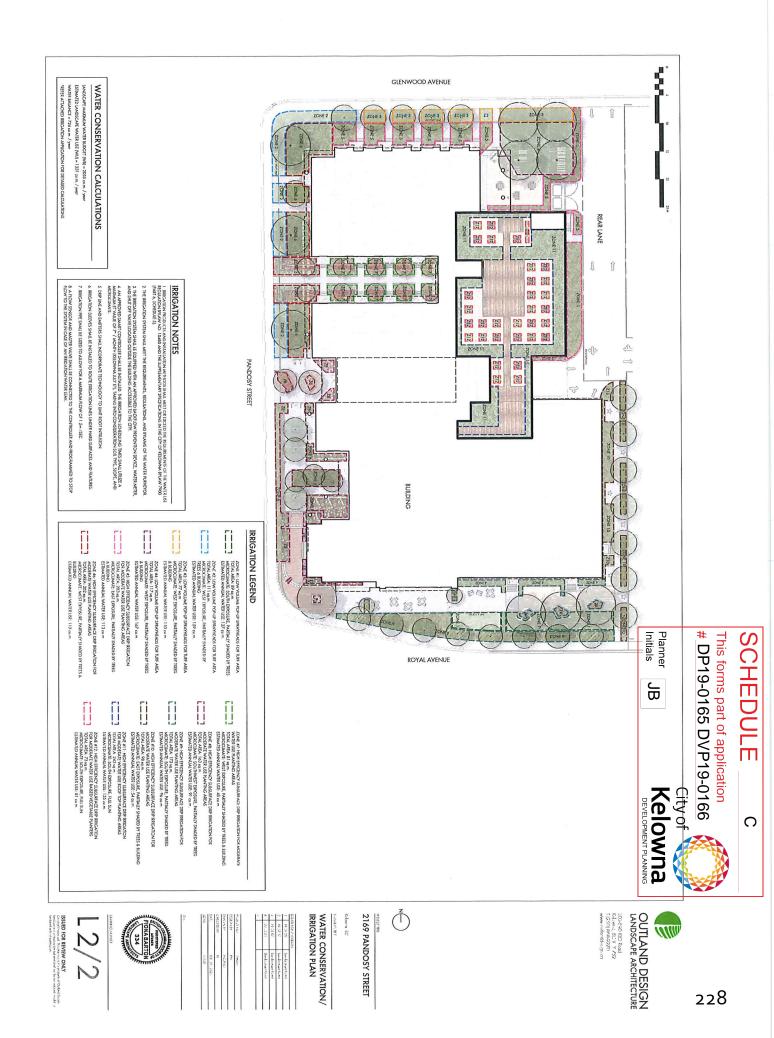












Initials

Planner

ЛB

This forms part of application

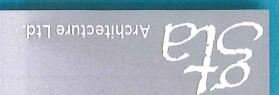
ATTACHMENT В **DESIGN RATIONALE APPLICATION DEVELOPMENT PERMIT**



Prepared For:

Way 2020 Kelowna, B.C. 2169 Pandosy A18-50

Prepared by:





To be Submitted to:

Development Services City of Kelowna



ARCHITECTURE

TABLE OF CONTENTS

243 – 1889 Springfield Road Kelowna, BC Canada V1Y 5V5 Kelowna, BC Canada V1Y 5V5 750.979.1668 Fax: 250.979.4366 Email: <u>qtaoffice@qfarch.ca</u>

Architect Ltd

Garry Tomporowski

TABLE OF CONTENTS

INDEX OF CONTENTS	
8	.11
СКІМЕ РКЕУЕНТІОИ	
4	.6
THE WELLNESS FACTOR	.8
4YTIJIBANIATZUZ	.Γ
ИВВИИ СОИИЕСТІЛІТУ	.9
VARIANCES	.5
4.1 PARKING ALLOCATION PLAN 4.1 PARKADE MASSING SITE AND PARKING ACCESS	.4
COLLETT HOUSE & REVITALIZATION. 3.0 HERITAGE ELEVATIONS 3.1 HERITAGE MAINTENANCE PLAN	З.
PROJECT DESCRIPTION 2.1 DESIGN CHANGES 2.3 HOTEL MANAGEMENT 2.3 HOTEL MANAGEMENT	2.
Overview	۰ı



1.0 OVERVIEW

The property located at 2169 Pandosy Street is a mixed-use development providing leasable commercial space tor ancillary medical services such as, doctors and laboratories, as well as a long-stay hotel in the form of 2 level townhouses with messarine's and 3 levels of sleeping units above.

The existing heritage house, referred to as Collett House will intentionally be incorporated into the prominent frontage of the new development on the corner of Pandosy Street and Royal Ave, to not only pay homage to the heritage of the site but also showcase a premium heritage revitalization plan encompassed in a functional new design.

The location and multiple uses ties into the new Health District as defined by the master plan envisioned by Interior Health and the City of Kelowna.

Elements of 'Wellness' will include green and sustainable features as well as open-air internal areas and green spaces will be located around the development. A grassed rooftop on the North parkade will include mature trees, outdoor area for building occupants, in addition to a highly landscaped perimeter that will include mature trees, ground shrubs as well as edible plants to provide seasonal produce for the restaurant.

The mixed commercial/hotel development is supported by 2 x 6 level (4 storey) parkade structures at the rear of the property, providing 193 stalls that will more than adequately support the building occupants as well as visitors to the restaurant and does not exceed 125% of the required parking.

In summary, the aim of 2169 Pandosy is to create a sophisticated mixed-use development that incorporates old and new and offers lease space for medical services that enhances the overall vision of the Health District.

2.0 PROJECT DESCRIPTION

The 183,726 sq. ft development is strategically located on Pandosy Street, adjacent to the Kelowna General as a hotel. The balance of 100,926 sq. ft is made up of parking, atrium and ancillary areas. The heritage house accounts for 30,380 of frontal development space.

The Hotel and Commercial buildings are four stories high with half a fifth floor on each side, separated by a glassed atrium, which will also be the entrance to the building off Pandosy Street. A lobby or reception will be located on the ground level, with easy access to the hotel elevator.

The Hotel consists of 15 townhouse style units, located on the lower part of the North block, with 59 hotel units on the upper levels.

Tenants of the commercial space will include a range of medical services, general medical offices, research labs and facilities, etc. as well as office space for various healthcare professionals. Retail will be located on the lower level and will include a modern restaurant located in the restored heritage house on the South Corner, with a South facing outdoor patio.

The building has a modern, contemporary design in accordance with the Kelowna General Hospital Design with the surrounding neighborhoods with the use of muted palettes and mixed-use materials.

The townhouse style hotel units on the North have ground access from the perimeter sidewalk, which echoes the landscape of the single-family homes currently found in the area, while the office and medical suites to the South responds to that of the Walter Anderson building and new additions to KGH.

2.1 Design Changes

Design chances have been made since the original DP was submitted for a number of reasons;
 The previous design was from another era, and would be outdated in comparison to todays
 contemporary, clean, streamlined structures. Its important for new developments to be easily

- recognizable in context to the decade in which they were built. 2. The original design tried incorporating the full heritage house into the design, something that was difficult to achieve due to inconsistencies in floor/ceiling heights.
- 3. The new design is modern and fits with the future land use of the area as well as the design guidelines of a vibrant, progressive 'Health District'.
- Lastly the new design presents a more community driven development; blending with surrounding buildings, providing access to the history of the house via the incorporation of the house as a restaurant as well as providing public outdoor seating areas for pedestrians to enjoy.

2.2 Construction Phasing

It was noted in the TRS Report submitted in January that the development will not be phased – there will be no delay in the build timeline. Additionally, the project will be constructed under one building permit and will be sequenced only to ensure there is sufficient space to facilitate the move and restoration of the heritage house as well as provide storage and staging for the construction.

2.3 Hotel Management

The Hotel will be a brand hotel and will be operated by the brand management team based on their standard operation standards. The developer will not be involved in the operation logistics.

3.0 COLLETT HOUSE & HERITAGE REVITALIZATION

The development of 2169 Pandosy, will honor the historic Collett House and the property on which it sits, through the conservation and permanent incorporation of this community heritage asset into the overall design.

With new zoning and increased density objectives in the hospital district, it was deemed the best outcome for the heritage house which sits deep in the property, was to bring it forward to the development's most prominent, foursquare house retains its original Pandosy Street orientation, and functions as a feature of the development. The proposed use for the Collett House as a restaurant will further increase its visibility, enabling locals to experience the historic structure, which was previously inaccessible as a private residence.

The contemporary design and materials act as an ideal backdrop for the contrasting traditional textures and tinishes of the historic house. Standards and Guidelines for the Conservation of Historic Places in Canada call for additions to historic places to be distinguishable from the historic place so there is no confusion about what was built when, and encourage the prominence of the historic place within a new development, which in this case is clearly shown.

Incorporating the Collett House in the new design, pays homage to the heritage of the site while at the same time supporting the new standards of progressive development being adopted in Kelowna.





The rendering example illustrates the full depth of the house has been incorporated into the new structure, leaving only the front porch and stairs exposed.

The traditional, character-defining front porch with its original front door set and windows, will function as the main entrance to the commercial space.

The porch, as well as all other exterior elements of the heritage house, will be meticulously repaired and restored, showcasing the patina of authentic residential design, scale and finishes, typical of middle-class homes in the Edwardian era in Kelowna.

Adding half a floor to the development, will compensate for the space lost on the ground level as well as the cost of conservation. Heritage Revitalization compensation supports the ongoing Mational endeavour to incentivise the revitalization and protection of heritage buildings across Canada.

3.1 Heritage Maintenance Plan

A heritage restoration and maintenance plan will be drafted by the heritage consultant and a local company sourced to execute the ongoing maintenance plan. A full roll-out plan cannot be provided at this time as the heritage consultant will only know what will be required once we start with the renovation and restoration of the house.

4.0 SITE AND PARKING ACCESS

Accessibility is of high importance and as such, ramps and elevators will be incorporated to provide ease of access for those using or visiting the facility.

Vehicle access will be by way of the relocated rear lane to the parkades. The rear lane has been increased in width to accommodate emergency and delivery vehicles, maintenance vehicles, garbage trucks and snow

Parking is located at the rear of the property in 2 interconnected parkades. Ingress and egress will be by way of a single ramp, providing unique access to both parkades using one ramp for ingress and egress.

The parkade offers secure and covered parking stalls which supports the commercial and residential units. Allowances have been made for visitor parking, bicycle and motorcycle parking, as well as charging stations for electric cars and other motorized vehicles such as scooters.

Above than sufficient parking has been provided to ensure on-street parking is not impacted in the surrounding 2.50 spaces per 1,000 net m2 of leasable space as required by the HD2 Zoning Bylaw.

4.1 Parkade Massing

The size & height of the parkade is in accordance with the allowance set forward in the zoning building, however, the development team recognizes concerns of neighbours to the East of the property, behind the Parkades.

To reduce the scale, the design has been broken into smaller elements, allowing for more external open spaces and various circulation routes, coupled with the use of different finish materials.

Extensive landscaping will be used to reduce the visible building area, and will include mature trees, potted plants and climbing vines. Trees will be planted along the East side of the lane to further create a sight barrier between the house directly behind the development.

Additionally, based on recommendations from senior City Staff, residential style spandrel windows were incorporated into the rear structures (East side) to further minimize the mass of the parkades.

The image below is a photograph taken from Glenwood Ave in May 2020, and with the aid of an artists rendering shows what the back of the building would look like from Glenwood. The existing property tree line creates a visual barrier between the properties. With the addition of trees planted along the development property lane, the same visual barrier will be maintained.





4.2 Parking Allocation Plan

Parking for the building will be divided between the two parkades, as shown in the attached drawings.

Parking for the hotel will be in the North Parkade on the upper levels, Visitor, handicap, charging stations and restaurant parking will located on the ground level.

5.0 VARIANCES

Based on our analysis of the HD2 Zone, the following two minor variances are requested:

<u>Variance 1 – Site Coverage:</u>

The allowable site coverage is 55%. We provide 57%, which is mitigated by a green landscaped roof (6,240 sqft. = 11%) and the atrium (1,894 sqft. = 3.0%).

<u>Variance 2 – Rear Setback:</u>

A variance of 1.5 meters is requested in the 5E corner of the site adjacent to the parkade ramp. The rear yard requirement is 6.0 meters and we have provided 4.5 meters. There will be a fence on the property line with an extensive landscape buffer. An 5RW can be provided for protection of the City, the public and the developer. This "corridor" will feature a sidewalk, landscaped buffers and an "art walk" highlighting the work of local artists, sculptors, and heritage artifacts. A 6'0" (1,800 mm) fence will separate this access corridor from the adjacent property.

VIIVITZENNOO NABAU 0.8

2169 Pandosy is located adjacent to the Kelowna General Hospital, and near downtown Kelowna, allowing the projects' many features support the current OCP and neighborhood objectives.

YTIJIAANIATZUZ 0.7

Extensive use of materials from both natural sources and "green categories" will be used as much as possible, thereby reducing the carbon footprint. The appropriately designed and detailed building, will also reduce heating and cooling loads, increase air quality, and reduce energy consumption. It will also use a large quantity of recycled and recyclable materials in its construction.

Envelope details that prevent water and moisture ingress, to prevent mold growth and healthy living are being incorporated. Reducing thermal bridging combined with appropriate thermal insulation will reduce heating and

South and West facing windows will have appropriate shading and heating loads in the summer and winter seasons respectively.

Incorporating windows in all the occupied spaces allows natural light reducing energy consumption. Opening windows on opposite sides allow for cross ventilation and give residents the option to naturally ventilate the units reducing the demand for air conditioning.

8.0 THE WELLNESS FACTOR

On the premise that the building will operate a unique combination of ancillary medical amenities and much needed essential services. It seems appropriate that wellness factors be incorporated into the design.

9.0 LANDSCAPING

The Landscape Plan created by Outland Landscape Design, shows an interesting and articulate landscape as well as mitigate the massing of the building through the use of heavily landscaped areas around the perimeter of the development.

The roottop green space will include environmental additions such as a storm water catchment and slow release systems, beehives, as well as planters with edible fruit and vegetables etc.

Special attention will be placed on the landscaping around the heritage house, with the vision being to recreate

10.0 CRIME PREVENTION

The intentions of CPTED have been addressed by well-maintained residential entrances and business frontages. This will discourage vandalism, encourage surveillance and will improve overall maintenance of the site.

Walk-up, pedestrian friendly and ground-oriented entrances have been provided to businesses fronting on Pandosy and the townhouses on Glenwood.

YAAMMU2 0.11

Pandosy Street Developments Ltd. and the design team feel the combination of a meticulously restored and revitalized heritage home, intentionally incorporated into a high-class design, with high-visibility landscaping, pedestrian-friendly features, and modern building materials, offers a desirable mixed-use neighborhood project that aims to complement the strategic visions of a Health District in Kelowna.

12.0 INDEX OF CONTENTS

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- Letter of Agency
- Environmental Report
- D.P Application Documents
- Soils Report
- Traffic Study
- State of Title Certificate
 Full set of drawings
- OSB drive of all submission documents
- Area calculation sheet
- Collett Manor Revitalization Plan

3-D Renderings to follow up for Council

END

BrisseM :ysobne9 6012

Weiview

The attached schematics show current and future land use for the hospital district as determined by the CoK.

and future zoning changes to accommodate a future Health District. The massing exercise shows the development proposal in context to KGH, surrounding buildings as well as the current



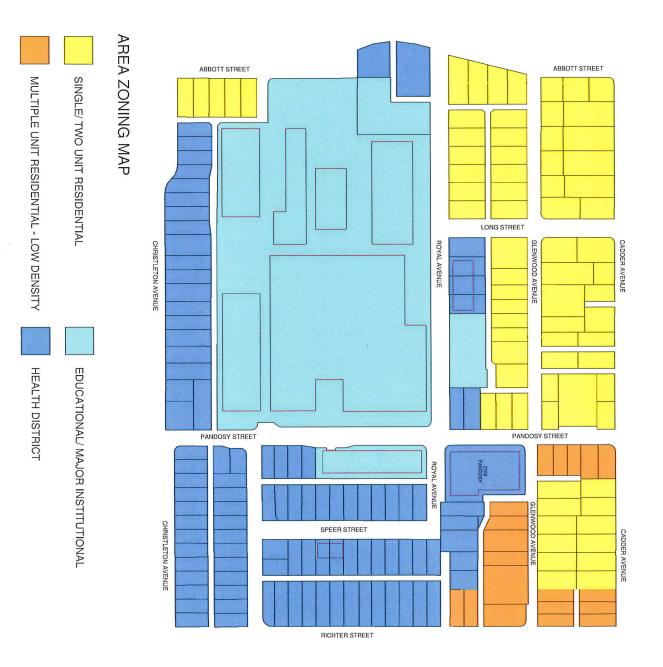
Source: City of Kelowna Future Land Use Designations (Map 4)

S.2 Proposed Future Land Use Designation Changes

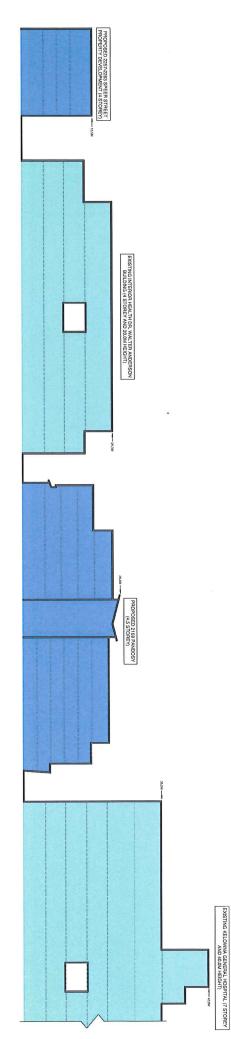
The following Future Land Use Designation changes are being proposed as U burlibud 4 below:

- Inore appropriate transition from higher-intensity, hospital-related uses to adjacent residential. Residential to Health District. The Health District and associated uses provide opportunities for Re-designate five properties on Royal Avenue north of Speer Street from Single/Two Unit τ
- a more desirable transition between medical uses and single/two unit residential uses. be redeveloped over time to accommodate row housing, which area residents have identified as Residential to Multiple Unit Residential (Low Density). This change will allow those properties to Re-designate from 2 more the south south of Glenward browner from Single/Two Unit ۲'
- Infil Housing zoning, discussed in greater detail in Section 5.3. Single/Two Unit Residential to Sensitive Initi Housing. This final change is to accommoziate RUN Re-designate 70 properties on Woodlawn Street, Aberdeen Street, and Burnett Street from ٦.

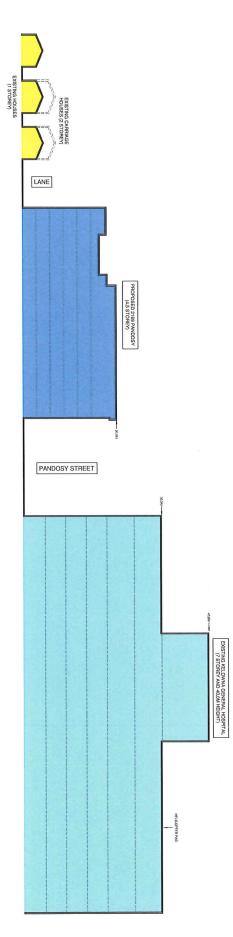
Source: Report to council on Jan 28, 2019, about Hospital Area Plan - Land Use.



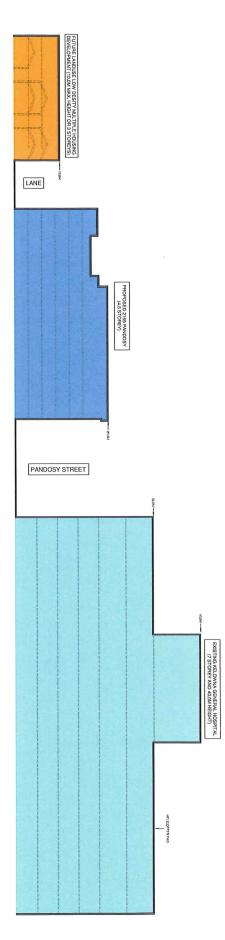
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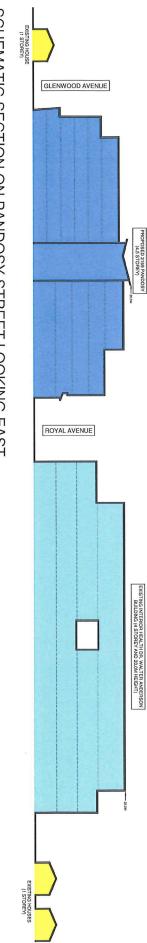
SCHEMATIC SECTION OF TALLEST BUILDINGS IN AREA SHOWING PROPOSED DEVELOPMENTS



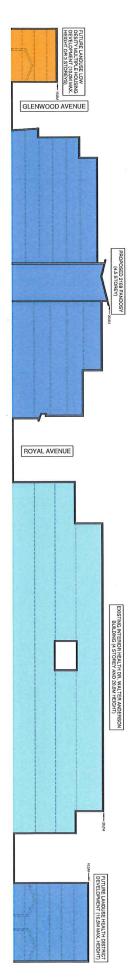




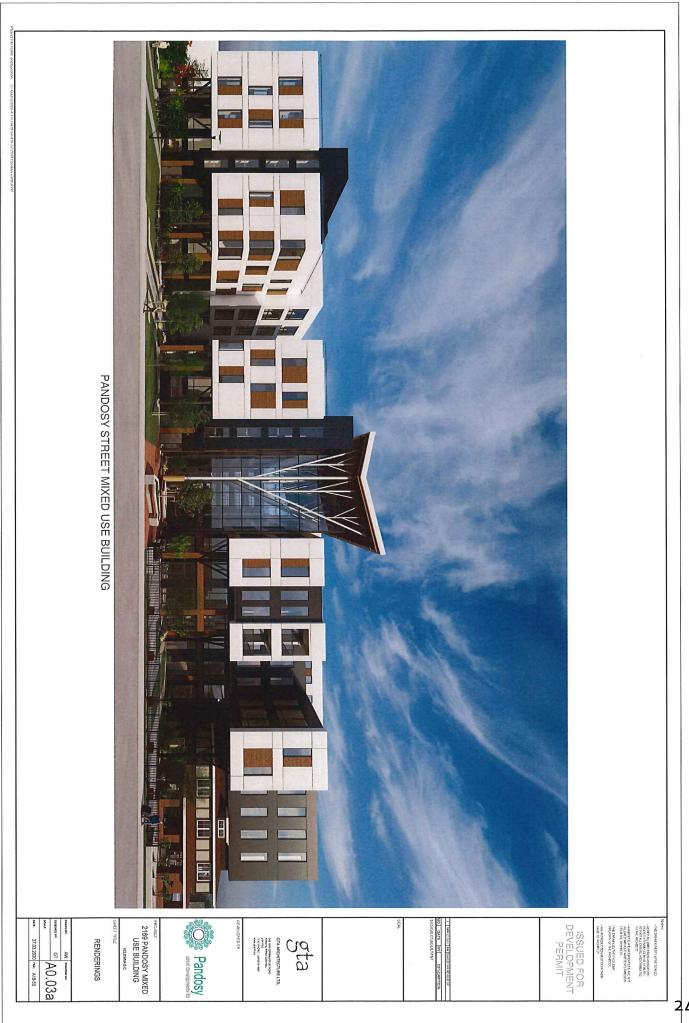
SCHEMATIC SECTION ON GLENWOOD AVENUE LOOKING SOUTH SHOWING FUTURE LANDUSE

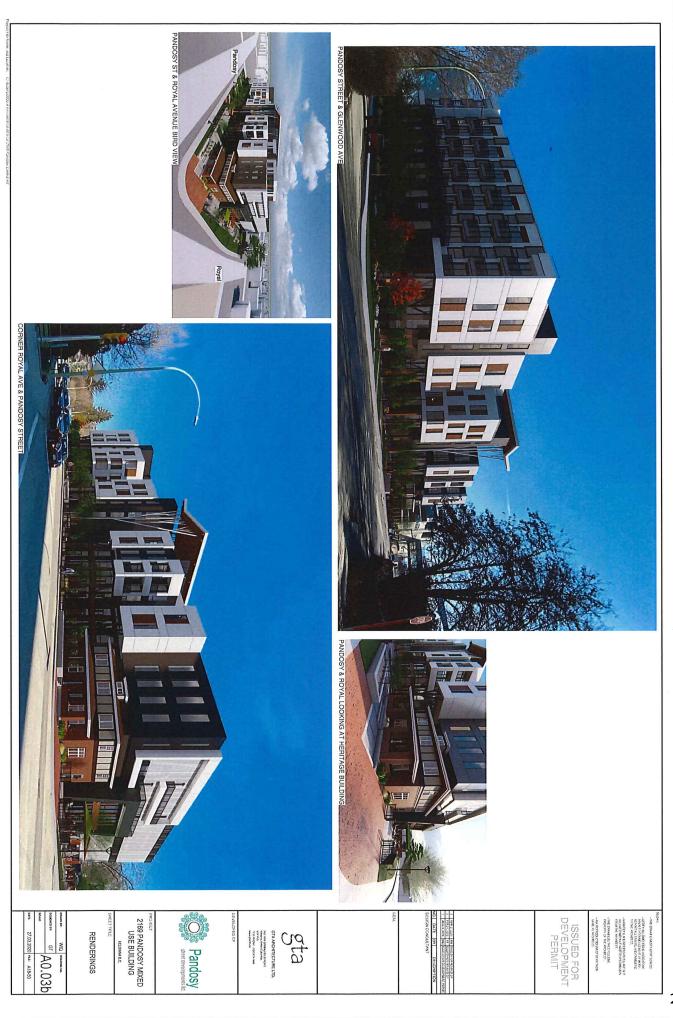


SCHEMATIC SECTION ON PANDOSY STREET LOOKING EAST

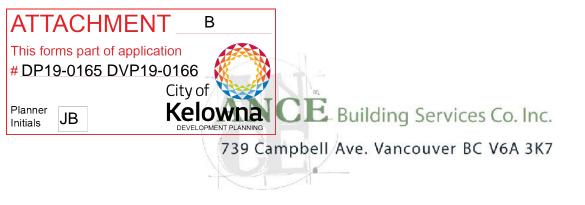


SCHEMATIC SECTION ON PANDOSY STREET LOOKING EAST SHOWING FUTURE LANDUSE









February 19, 2020

City of Kelowna Planning Department 1435 Water Street Kelowna BC, V1Y 1J4

To whomever it may concern,

RE: Collett House conservation within the proposed development at 2169 Pandosy Street - Kelowna

This report is to comment on the appropriateness of the proposed heritage rehabilitation of the Collett House - 2169 Pandosy Street as part of Pandosy Street Development Ltd. new mixed-use development in Kelowna's health district. The observations enclosed consider the proposal's alignment with the <u>Standards & Guidelines for the Conservation of Historic Places in Canada</u>.



Rendering of the proposed relocated and rehabilitated Collett House, within a new mixed-use development across the street from the Kelowna General Hospital. source: GTA Architecture Ltd.

Understanding the heritage values and significance of the building

Set deep on a large property, the grand-scale and generous proportions of this Foursquare style house reflect the prosperity of the developer in 1913, Horace Carlisle Spedding Collett. H.C. Collett was a pioneer Kelowna businessman who established and ran the Collett Bros. Livery and Dray with his brother James between 1905 and 1913. The construction of this large house on a big property coincided with the successful sale of their business and Collett's transition into orchard management for the Kelowna Land and Orchard Company. From his later residence in Okanagan Mission, Collett remained active in agricultural and business community organizations and was a pivotal member of the Okanagan Historical Society. After the Collett family, this historic house was a residence for subsequent Kelowna families, best remembered as home to two prominent Kelowna doctors, the families of Drs. Campbell and Black (Campbell from 1921-1931 and Black 1940-1952). The Collett House was likely chosen by the doctors for its immediate proximity to the Kelowna Hospital, which has been located across the street from the subject property since 1908. Several smaller homes which used to sits nearby the Collett House have been demolished, making the Collett House a surviving testament to the historic single-family residential character of the eastern side of this block of Pandosy Street.

The 1913 Collett House, is listed on Kelowna's Heritage Register, valued for its association with H.C. Collett and its unaltered Foursquare style with English Arts & Crafts finishes.



The Collett House in the 1920s. source: Kelowna Museum & Archives # 4939

Character Defining Elements (as listed in the City of Kelowna Statement of Significance)

- prominent corner location at Pandosy Street and Royal Avenue, set back on a large property;

- residential form, scale and cubic massing as expressed by its two and one-half storey height and regular, rectangular plan;

- Foursquare style as reflected in its rigorous symmetry and central front entry;

- broad hipped roof with central hipped dormer and wide, closed eaves;

- wood-frame construction with bellcast cedar shingle cladding on the lower two-thirds of the exterior, capped with a broad beltcourse with stucco and half-timbering above;

- additional external elements such as its full-width open front verandah with central steps and shingled columns, rear screened porch with screened balcony above, and two internal red brick chimneys;

- regular fenestration, including single and double assembly 9-over-1 double-hung woodensash windows, triple assembly 6-over-1 and 8-over-1 double-hung wooden-sash windows, fixed 8-pane dormer window, and small square fixed 9-pane rear windows; and

- associated landscape features such as the grassed yard, mature trees and an early woodframe garage.

Design and conservation approach review

The proposed development involves the relocation of the heritage building to the corner of Royal and Pandosy and its adaptive reuse as a public commercial space, likely a restaurant or cafe.

The conservation objective for the Collett House is **Rehabilitation** - "the sensitive adaptation of an historic place or individual component for a continuing or compatible contemporary use, while protecting its heritage value".¹

With new zoning and density goals in the Health District, and a loss of the immediate block's residential streetscape context now rezoned as HD2 Hospital and Health Support Services, the building's deep siting on its property had become an obstacle to its survival, impeding any significant or dense development around it as per the purpose of this zoning. The proposed relocation of the heritage house westward to the corner of Pandosy and Royal, and its integration into the new multi-use complex, will showcase the building at the development's most prominent, high-visibility point. In its new location, the 1913 foursquare house retains its original Pandosy Street orientation, but functions as a feature of the development, standing proud of the new complex. The proposed new use for the Collett House as a restaurant will

¹ Standards & Guidelines for the Conservation of Historic Places in Canada (2nd edition)

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further increase its visibility, enabling locals the experience of regularly accessing, enjoying and creating new memories in an iconic historic Kelowna structure, which was previously inaccessible as a private residence.

The conservation objective for the exterior of the Collett House is **Restoration** - "accurately revealing, recovering or representing the state of an historic place or individual component as it appeared at a particular period in its history, while protecting its heritage value".²

Three of the four exterior elevations and an important portion of the roofline and dormer will be conserved and restored in the adjusted location, retaining original finishes - shingles, stucco and half-timbering - where possible, and restoring replicated materials where missing (cedar roof shakes for example). The traditional, character-defining front porch will function as the main entrance to the commercial space. The intent is to retain and refurbish the original windows and the front door set as well - allowing the traditional textures and materials of the heritage house to contrast with the modern, sleeker finishing materials of the new complex.

The unconventional integration of an old house into a new mixed-use high-density building was deemed the only practical way to conserve the Collett House on its original property but may ultimately represent a very robust model of conservation, as the heritage house gains both prominence and public access. The integration of a heritage house into a high profile development could even potentially help to raise awareness for Kelowna's built heritage and heritage conservation program.

To save the building in this manner however, five of the nineteen listed Character Defining Elements will need to be sacrificed. This is not uncommon in rehabilitation projects, and as long as the majority of and most important CDE's are conserved, the overall heritage value of the asset will be as well. It is my opinion that the unfortunate loss of setback, back porch and balcony, chimneys and matures trees as part of the proposed conservation plan, will not compromise the ability to conserve the overall heritage value of the building, as its name, scale and architectural style, the important heritage values identified in the Statement of Significance, will not only be conserved and more visible in the development but also legally protected against any alterations or losses in the future.

² Standards & Guidelines for the Conservation of Historic Places in Canada (2nd edition)

Rehabilitation interventions

In keeping with the Standards & Guidelines (Standard 11 for rehabilitation - additions to historic places), the proposed mixed-use new building is "physically and visually compatible with, subordinate to and distinguishable from the historic place."

Distinguishability - The new mixed-use building's modern, contemporary design and muted palette acts as an ideal backdrop for the contrasting saturated colours and traditional textures and finishes of the historic house. Although connected internally, the heritage house sits slightly proud of the new building and is connected via neutral transitions pieces that allow it to be perceived as a separate structure.

Compatibility - The new building design features distinct separations in finishes between the ground floors and the upper floors, like the heritage house which features distinct cladding, finishing treatments and colours on its two distinct sections. Certain historic finishes from the heritage house (such as painted shingles) are carried out on feature panels and elevations of the new build, further relating the two structures to each other.

Subordinate - While some may argue that to be subordinate an addition must be small or not visible, many additions to historic places include large additions, even towers. To achieve a subordinate relationship, the addition must not 'steal the show' from the historic place. The proposed new building does not compete with the heritage house. The heritage house is very visible as a feature in the proposed configuration.

Summary

Heritage Conservation is a tool for managing change in historic communities. It is my professional opinion that the thoughtful development and creative integration of the heritage house proposed here by GTA Architecture and the developers, is a good conservation solution for a scenario where both context and zoning have changed radically. Although the melding of the heritage house into the new complex may be an unconventional intervention, it was the only solution where the heritage house could be saved on site, and represents a bold statement of conservation efforts and permanent protection. This project will likely bring meaningful revitalization and conservation awareness to this high-traffic cone in Kelowna's hospital district.

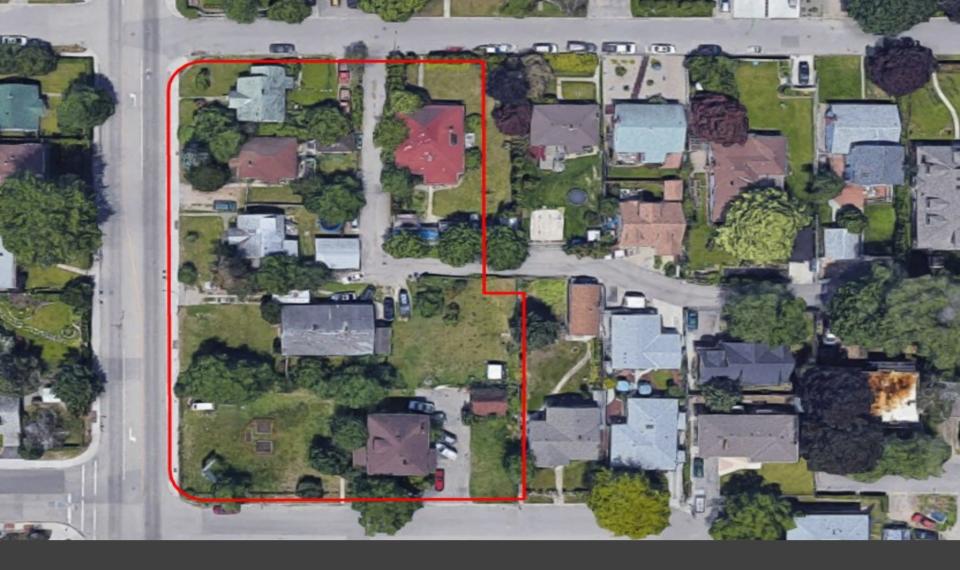
Yours Truly,

Manh.

Elana Zysblat heritage consultant, BCAHP



2169 PANDOSY STREET



PROJECT BACKGROUND



SOUTH ELEVATION

ORIGINAL DESIGN | DP



CONTEMPORARY DESIGN



WELL FACTORS



HERITAGE HOUSE INCLUSION



COLLETT HOUSE





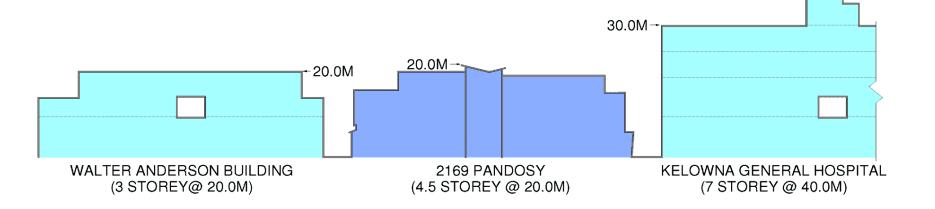




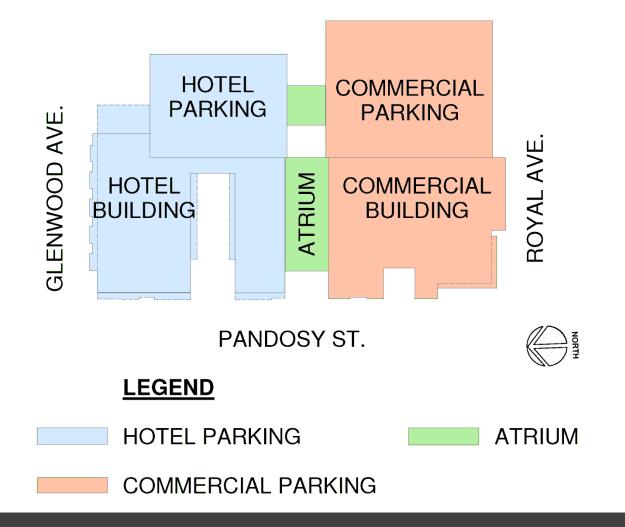


5th FLOOR

HELIPAD



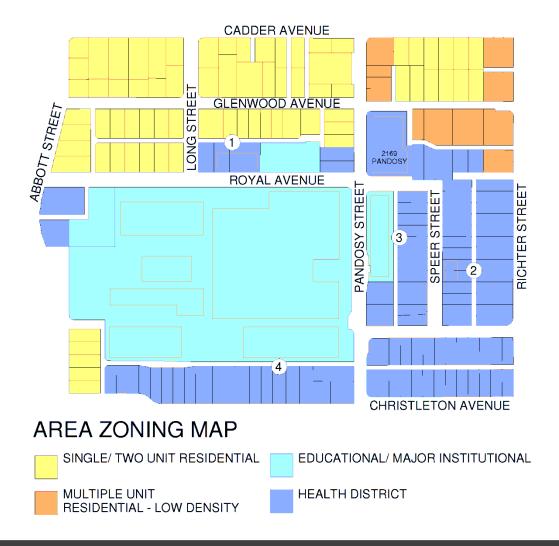
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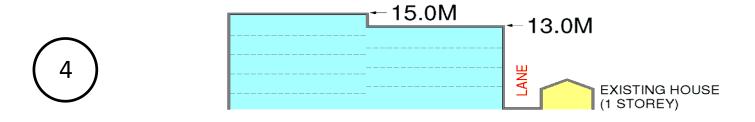
PARKING PLAN



PARKADES



ZONING

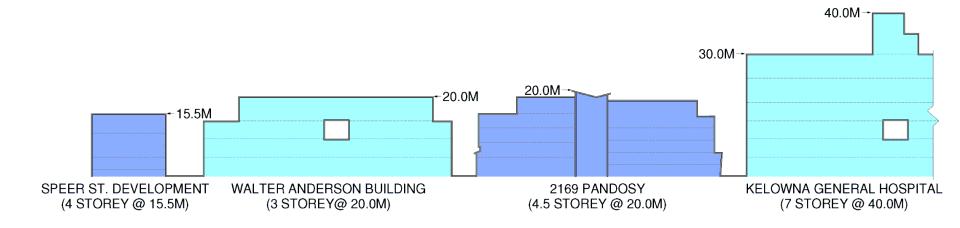


2268 PANDOSY ST. FACULTY OF MEDICINE PARKADE (4 STOREY @ 15.0M)

HD2 DEVELOPMENTS



SIMILAR DEVELOPMENTS



HD2 | SURROUNDING BUILDINGS



CONCLUSION



DP19-0165 DVP19-19-0166 2169 Pandosy St

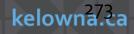
Development Permit and Development Variance Permit



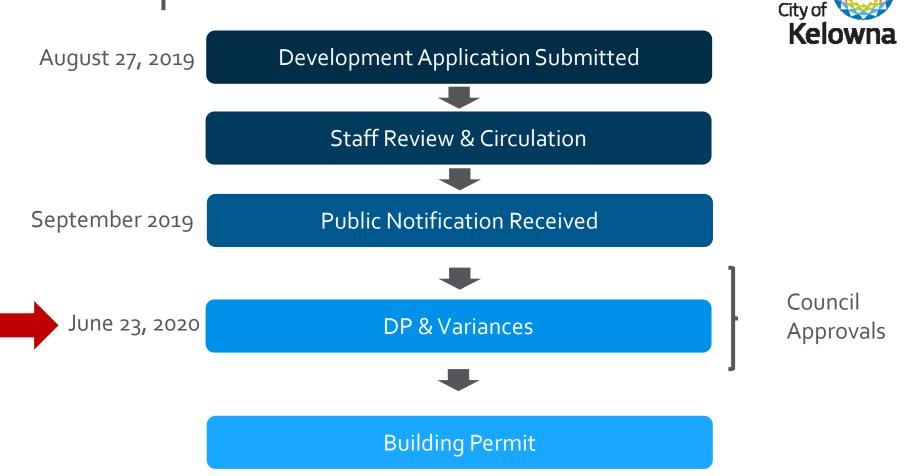


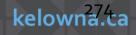
Proposal

- To issue a Development Permit for form and character of a commercial building, hotel and associated parking structures
- To issue a Development Variance Permit for a reduction in the rear yard setback and increase in height and site coverage

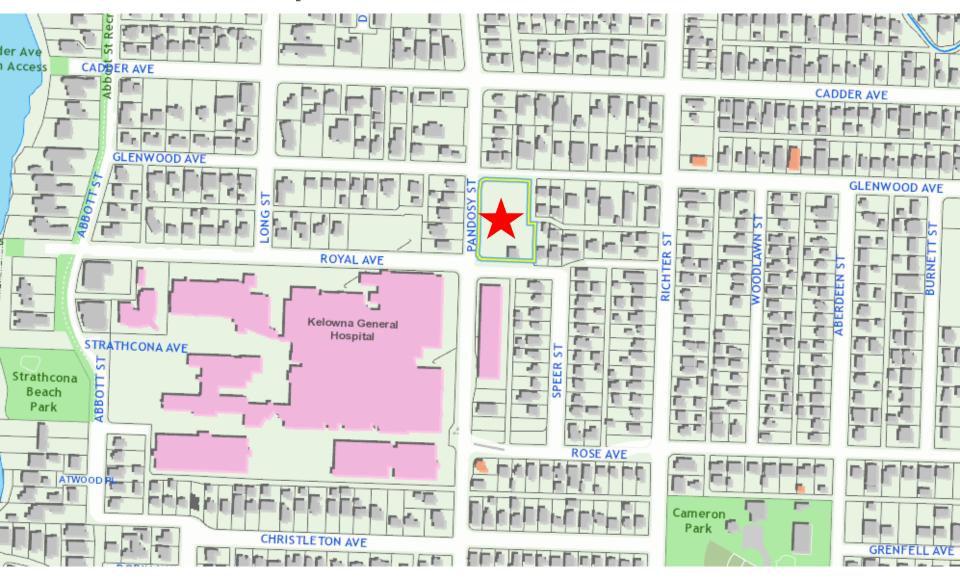


Development Process





Context Map



Subject Property Map



City of Kelowna

Subject Property Map





Project/technical details

- HD2 zone provides for a range of institutional, medicalrelated commercial and complimentary residential uses
- Primary use is Health Services, Major
 - 35, 490 sq ft of commercial space
 - Physical or mental health services on an out patient basis (services may be of a preventative, diagnostic, treatment, therapeutic, rehabilitative or counseling nature)
- Secondary use is a hotel
 - ► 74 rooms
- ► FAR 1.2
- Parkade structure (193 stalls)



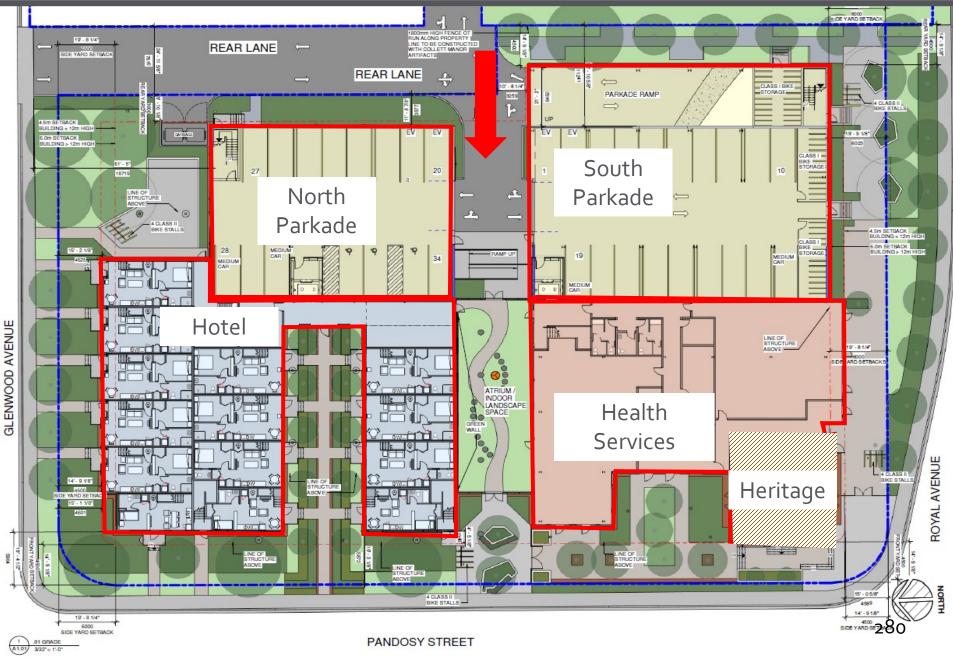


Project/technical details

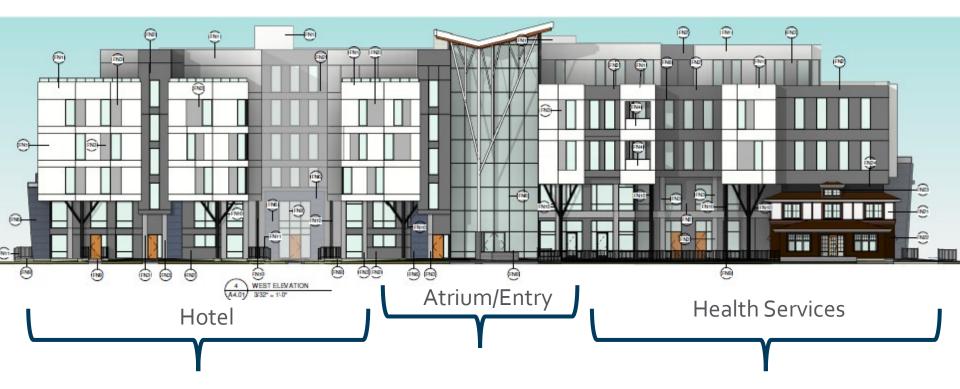
- ► 5 stories (20m in height)
- Incorporating part of the existing heritage asset (Collett House) into the proposal by relocating, reconstructing and adaptive reuse
- Proposed variances to:
 - Site coverage
 - Height
 - Rear yard setback

kelown²⁷⁹.ca

Site Plan



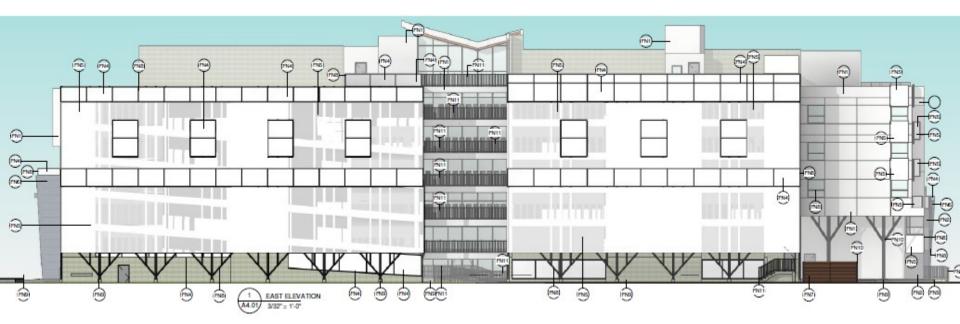
Elevations- Pandosy (west)



Elevations- Glenwood (north)



Elevations-East

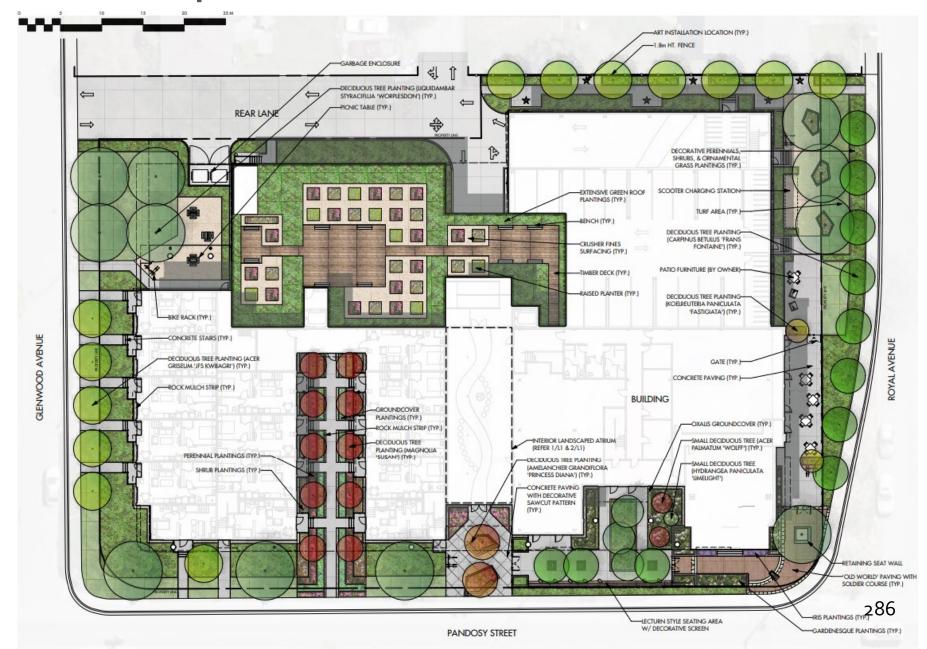


Elevations- Royal (south)





Landscape Plan



Renderings



Renderings



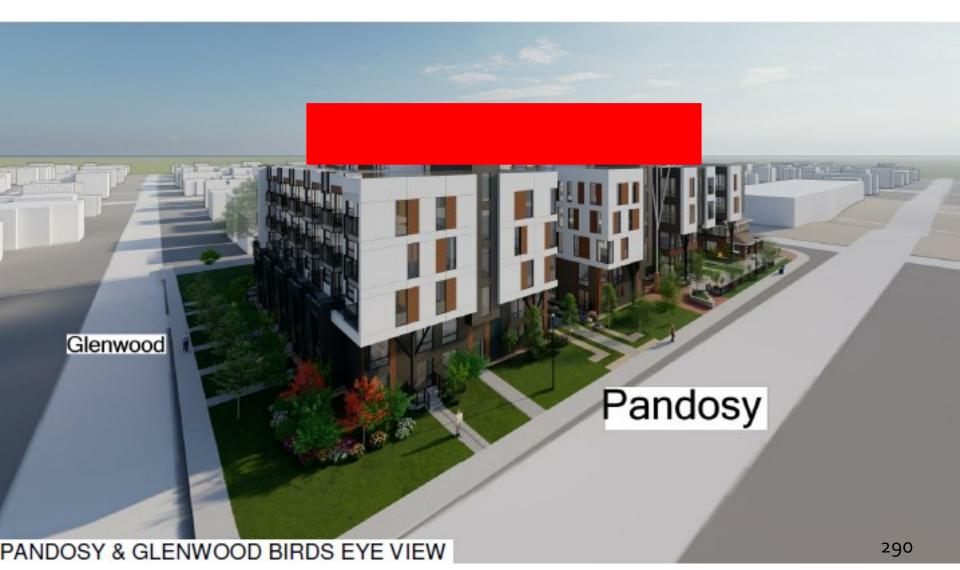


Variances

- 1) Site coverage from 55% to 62%
- 2) Height from 16.5m to 20.0m
- 3) Rear lot line from 6.0m to 4.5m



Height Variance



Rear Yard Setback





Development Policy



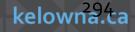
Identify and conserve heritage resources

- Health District- integrate uses in support of the KGH campus both physically and functionally with the surrounding communities and to provide a moderating transition in scale from a major institutional centre to adjacent established residential areas
- Achieves OCP Urban Design Guidelines



Staff Recommendation

 Staff recommend support of the proposed Development Permit & Development Variance Permit





Conclusion of Staff Remarks