

City of Kelowna

Regular Council Meeting

AGENDA



Tuesday, November 17, 2020

6:45 pm

Council Chamber

City Hall, 1435 Water Street

Pages

1. **Call to Order**

2. **Reaffirmation of Oath of Office**

The Oath of Office will be read by Councillor Donn.

3. **Confirmation of Minutes**

1 - 14

Public Hearing - October 27 2020

Regular Meeting - October 27, 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 - 6:45 PM -Harvey Ave 969 - BL11989 (OCP19-0009) - The Evangel Family Rental Housing Society Inc. No. 516918**

15 - 15

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

To adopt Bylaw No. 11989 in order to amend the Official Community Plan for the subject property from the MRM – Multiple Unit Residential (Medium Density) designation to the MRH – Multiple Unit Residential (High Density) designation.

4.2. **START TIME - 6:45 PM - Harvey Ave 969 - BL11990 (Z19-0119) - The Evangel Family Rental Housing Society Inc. No. 516918**

16 - 16

To adopt Bylaw No. 11990 in order to rezone the subject property from the RM5 – Multiple Unit Residential (Medium Density) zone to the RM6r – High Rise Apartment Housing (Residential Rental Tenure Only) zone.

- 4.3. **START TIME - 6:45 PM - Harvey Ave 969 - DP19-0197 DVP19-0198 - The Evangel Family Rental Housing Society, Inc. No. S16918** 17 - 80
- To consider the form and character of a proposed six and a half storey rental only apartment building with variances to site coverage, the side yard setback, parking and daylight standards.
- 4.4. **START TIME - 7:30 PM - Lakeshore Rd 4071 - BL12091 (OCP19-0013) - Greencorp Ventures Inc., Inc. No. BC0987730** 81 - 81
- Requires a majority of all members of Council (5)**
- To adopt Bylaw No. 12091 in order to amend the Official Community Plan to change the future land use designation for the subject property from the S2RES – Single / Two Unit Residential designation to the MRM – Multiple Unit Residential (Medium Density) designation.
- 4.5. **START TIME - 7:30 PM - Lakeshore Rd 4071 - BL12092 (Z19-0144) - Greencorp Ventures Inc., Inc. No. BC0987730** 82 - 82
- To adopt Bylaw No. 12092 in order to rezone the subject property from the RU1 – Large Lot Housing zone to the RM5 – Medium Density Multiple Housing zone.
- 4.6. **START TIME - 7:30 PM - Lakeshore Rd 4071 - DP19-0248 DVP19-0249 - Greencorp Ventures Inc., Inc.No. BC0987730** 83 - 120
- To consider the form and character of a proposed 5 storey apartment building; and to vary both the rear and side yard setbacks as well as building height on the subject property.
- 4.7. **START TIME - 7:30 PM - Lapointe Dr 5800 and 5930 - DP20-0178 DVP20-0179 - City of Kelowna** 121 - 192
- To review the Form & Character Development Permit for a two storey Centre of Excellence building for KF Aerospace and to consider one variance to increase the building height by 2.0 metres (from a 12.0 metres to 14.0 metres).
- 4.8. **START TIME - 8:15 PM - Lakeshore Rd 3101 - DP19-0168 DVP19-0169 - 1080426 B.C. Ltd Inc.No. BC1080426** 193 - 316
- To issue a Development Permit for the form and character of a mixed-use seniors living facility and Development Variance Permit for proposed building height and car share location.

5. **Reminders**

6. **Termination**



City of Kelowna Public Hearing Minutes

Date: Tuesday, October 27, 2020
 Location: Council Chamber
 City Hall, 1435 Water Street

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

Members Participating Remotely Councillor Charlie Hodge

Staff Present City Manager, Doug Gilchrist; Deputy City Clerk, Laura Bentley; Divisional Director, Planning & Development Services, Ryan Smith; Community Planning & Development Manager, Dean Strachan*; Urban Planning Manager, Jocelyn Black*

Staff Participating Remotely Legislative Coordinator (Confidential), Arlene McClelland

(* Denotes partial attendance)

2. **Call to Order the Public Hearing - START TIME 4:30 PM - East Kelowna Area - LUCT18-0012 (BL11727) - Various Owners**

Mayor Basran called the Hearing to order at 4:34 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 - 4:30 PM - East Kelowna Area - LUCT18-0012 (BL11727) - Various Owners**

Staff:

- Displayed a PowerPoint Presentation summarizing the application.

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.

4. Termination

The Hearing was declared terminated at 4:38 p.m.

5. Call to Order the Regular Meeting

Mayor Basran called the meeting to order at 4:38 p.m.

6. Bylaws Considered at Public Hearing

6.1 START TIME 4:30 PM - East Kelowna Area - BL11727 (LUCT18-0012) - Various Owners

Moved By Councillor Wooldridge/Seconded By Councillor Singh

Ro698/20/10/27 THAT Bylaw No. 11727 be read a second and third time and be adopted.

Carried

7. Termination

The meeting was declared terminated at 4:38 p.m.

8. Call to Order the Public Hearing - START TIME 4:30 - Willow Cr 1715 - Z20-0057 (BL12104) - Faith Jenelle McKenzie and Clint Douglas McKenzie

Mayor Basran called the Hearing to order at 4:39 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.

9. Individual Bylaw Submissions

9.1 START TIME 4:30 PM - Willow Cr 1715 - Z20-0057 (BL12104) - Faith Jenelle McKenzie and Clint Douglas McKenzie

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.

10. Termination

The Hearing was declared terminated at 4:40 p.m.

11. Call to Order the Regular Meeting

Mayor Basran called the meeting to order at 4:40 p.m.

12. Bylaws Considered at Public Hearing

12.1 START TIME 4:30 PM - Willow Cr 1715 - BL12104 (Z20-0057) - Faith Jenelle McKenzie and Clint Douglas McKenzie

Moved By Councillor Singh/Seconded By Councillor Wooldridge

Ro699/20/10/27 THAT Bylaw No. 12104 be read a second and third time and be adopted.

Carried

13. Termination

The meeting was declared terminated at 4:41 p.m.

14. Call to Order the Public Hearing - START TIME 4:30 PM - Tataryn Rd 916 - Z20-0056 (BL12105) - Tomasius Floire Phoebus

Mayor Basran called the Hearing to order at 4:41 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.

15. Individual Bylaw Submissions

15.1 START TIME 4:30 PM - Tataryn Rd 916 - Z20-0056 (BL12105) - Tomasius Floire Phoebus

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.

Gallery:

Robert Chunk, Tataryn Road

- Raised concern that this proposal would make his home feel blocked in and would obstruct his views.
- Want to maintain single family house type of property.
- Would like Council to deny this application.
- Opposed to this application.

Tom Phoebus, Tataryn Road, Applicant

- The whole neighbourhood is surrounded by very large trees; the proposed house will not be over the tree line and will not be obstructing views.
- Responded to questions from Council.
- Indicated the intent is to build a 1 ½ storey carriage house.

- Confirmed that the carriage house will be located at the front of the property and the main house will be located in the back of the property.

Staff:

- Responded to questions from Council.

There were no further comments.

16. Termination

The Hearing was declared terminated at 4:48 p.m.

17. Call to Order the Regular Meeting

Mayor Basran called the meeting to order at 4:48 p.m.

18. Bylaws Considered at Public Hearing

18.1 START TIME 4:30 PM - Tataryn Rd 916 - BL12105 (Z20-0056) - Tomasius Floire Phoebus

Moved By Councillor Wooldridge/Seconded By Councillor Singh

R0700/20/10/27 THAT Bylaw No. 12105 be read a second and third time.

Carried

19. Termination

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

20. Call to Order the Public Hearing - START TIME 4:30 PM - Pinehurst Cres 1508 - Z20-0054 (BL12108) - David and Marti Gramlich

Mayor Basran called the Hearing to order at 4:50 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.

21. Individual Bylaw Submission

21.1 START TIME 4:30 PM - Pinehurst Cres 1508 - Z20-0054 (BL12108) - David and Marti Gramlich

Staff:

- Displayed a PowerPoint Presentation summarizing the application.

The Applicant was not present.

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.

22. Termination

The Hearing was declared terminated at 4:52 p.m.

23. Call to Order the Regular Meeting

Mayor Basran called the meeting to order at 4:52 p.m.

24. Bylaws Considered at Public Hearing

24.1 START TIME 4:30 PM - Pinehurst Cres 1508 - BL12108 (Z20-0054) - David and Marti Gramlich

Moved By Councillor Sieben/Seconded By Councillor DeHart

R0701/20/10/27 THAT Bylaw No. 12108 be read a second and third time and be adopted.

Carried

25. Termination

The meeting was declared terminated at 4:52 p.m.

The meeting adjourned at 4:53 p.m.

The meeting reconvened at 5:00 p.m.

26. Call to Order the Public Hearing - START TIME 5:00 PM - Abbott St 3031 and 3041 - OCP20-0004 (BL12106) Z20-0007 (BL12107) - 1176909 B.C. Ltd., Inc. No. BC1176909

Mayor Basran called the Hearing to order at 5:00 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.

27. Individual Bylaw Submissions

27.1 START TIME 5:00 PM - Abbott St 3031 and 3041 - OCP20-0004 (BL12106) Z20-0007 (BL12107) - 1176909 B.C. Ltd., Inc. No. BC1176909

Staff:

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

Aaron Whalen, Ellis Street, Bluegreen Architecture Inc.

- Displayed a PowerPoint Presentation.
- Outlined the neighbourhood context
- Spoke to the proposed building design and uses which include 24 residential condominium units, 3 commercial units with secure underground parking, landscaped terrace podium and rooftop terrace.
- Spoke to the proposed parking stalls on site with 2 accessible stalls that require a variance for accessible van height.
- Displayed the proposed site plan, rendering, elevations and landscape plan.
- Responded to questions from Council.

Mayur Arora, Surrey BC, Developer

- Canvassed the immediate area over the last several weeks and received a lot of support with some expressing concerns over commercial.
- Described the proposed mix of residential and commercial units and noted that the nature of the commercial component is not a destination retail but for small businesses to serve the neighbourhood.
- 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:

Paul Clark, Abbott Street

- Raised concern with jeopardizing the success of commercial uses elsewhere in the neighbourhood.
- Raised concern that this property is not directly across from the park entrance and that there could be conflict with inadequate parking in the area.
- Raised safety concerns for cyclists and pedestrians.
- Increased site coverage with commercial uses means there will be less greenspace and believes will congest the whole area.
- Spoke to the success of Pandosy Village using older buildings for commercial purposes and believes this proposal being a modern building changes the character of the area.
- Opposed to this application.
- Responded to questions from Council.

David Loft, Sunset Drive

- In support of this application.
- Believes that commercial spaces allow residents to walk to services.

Barbara McHughes, Sunset Drive

- In support of this application.
- Believes that having commercial mixed with residential serves both residents and community.

Staff:

- Responded to questions from Council.

There were no further comments.

28. Termination

The Hearing was declared terminated at 5:44 p.m.

29. Call to Order the Regular Meeting

Mayor Basran called the meeting to order at 5:44 p.m.

30. Bylaws Considered at Public Hearing

30.1 START TIME 5:00 PM - Abbott St 3031 and 3041 - BL12106 (OCP20-0004) - 1176909 B.C. Ltd., Inc. No. BC1176909

Moved By Councillor Stack/Seconded By Councillor Sieben

Ro702/20/10/27 THAT Bylaw No. 12106 be read a second and third time.

Carried
Councillors Hodge, Sieben, Singh and Stack - Opposed

30.2 START TIME 5:00 PM - Abbott St 3031 and 3041 - BL12107 (Z20-0007) - 1176909 B.C. Ltd., Inc. No. BC1176909

Moved By Councillor Sieben/Seconded By Councillor Stack

Ro703/20/10/27 THAT Bylaw No. 12107 be read a second and third time.

Carried
Councillors Hodge, Sieben, Singh and Stack - Opposed

31. Termination

The meeting was declared terminated at 6:04 p.m.

Mayor Basran

/acm

Deputy City Clerk

DRAFT



City of Kelowna Regular Council Meeting Minutes

Date: Tuesday, October 27, 2020
Location: Council Chamber
City Hall, 1435 Water Street

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

Members Participating Remotely Councillor Charlie Hodge

Staff Present City Manager, Doug Gilchrist; Deputy City Clerk, Laura Bentley; Divisional Director, Planning & Development Services, Ryan Smith; Development Planning Department Manager, Terry Barton; Urban Planning Manager, Jocelyn Black*; Planner Specialist, Alex Kondor*; Planner Specialist, Adam Cseke*

Staff Participating Remotely Legislative Coordinator (Confidential), Arlene McClelland

(* Denotes partial attendance)

1. Call to Order

Mayor Basran called the meeting to order at 7:02 p.m.

2. Reaffirmation of Oath of Office

The Oath of Office was read by Councillor DeHart.

3. Confirmation of Minutes

Moved By Councillor Donn/Seconded By Councillor Wooldridge

R0704/20/10/27 THAT the Minutes of the Public Hearing and Regular Meeting of October 6, 2020 be confirmed as circulated.

Carried

4. Liquor License Application Reports

4.1 START TIME 7:00 PM - McCurdy Rd 130-948 - LL20-0007 - Victor Projects Ltd., Inc.

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

R0705/20/10/27 THAT Council directs Staff to forward the following Recommendation to the Provincial Liquor and Cannabis Regulation Branch (LCRB):
In accordance with Section 71 of the Liquor Control and Licensing Regulation and Council Policy 359, BE IT RESOLVED THAT:

1. Council recommends support of an application from Energyplex Family Recreation Centre Kelowna Inc. for a liquor primary license for Lot 1 District Lot 143 Osoyoos Division Yale District Plan KAP65021, located at #130-948 McCurdy Road, Kelowna, BC with a capacity of 60 persons and hours of sales from 10:00 AM to Midnight, Sunday to Saturday for the following reasons:
 - o The maximum occupancy of the space is 60 persons, and it is perceived to have minimal impact on the community and surrounding properties

2. Council's comments on LCLB's prescribed considerations are as follows:

- a. The location of the establishment:

The proposal will see a portion of an existing business converted to a bar/lounge area.

- b. The proximity of the establishment to other social or recreational facilities and public

buildings:

The location of the proposed liquor primary establishment is compatible with the existing commercial and retail businesses located on the subject property and within the McCurdy Corner shopping area.

- c. The person capacity and hours of liquor service of the establishment:

The bar/lounge has a capacity of 60 persons. The hours of operation would be between 10 am – 12 am (Sunday – Saturday).

- d. The number and market focus or clientele of liquor-primary license establishments within a reasonable distance of the proposed location:

Freddy's Brew Pub and McCurdy Corner Bowling Centre are liquor primary establishments on the same subject property.

- e. The impact of noise on the community in the immediate vicinity of the establishment:

The potential for noise is minimal and would be compatible with the surrounding community as the immediate neighbourhood is mainly retail/commercial businesses within a primarily industrial district.

- f. The impact on the community if the application is approved:

The potential for negative impacts is considered minimal as the business is located within an existing commercial and retail area.

AND THAT Council's comments on the views of residents are as contained within the minutes of the meeting at which the application was considered by Council. The methods used to gather views of residents were as per Council Policy #359 "Liquor Licensing Policy and Procedures."

Carried

5. Development Permit and Development Variance Permit Reports

5.1 START TIME 7:00 PM - Cara Glen Crt 1450,1430,1420 - DP20-0061 DVP20-0062 - Ryan Peak ULC, Inc. No A0066628

Mayor Basran declared a conflict of interest due to owning property near the proposed application and departed the meeting at 7:08 p.m.

Deputy Mayor Wooldridge took over as Chair at 7:08 p.m.

Staff:

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

Leonard Kerkhoff, Kerkhoff Development Ltd., Applicant

- Displayed a PowerPoint Presentation.
- Spoke to other projects Kerkhoff Development is working on in Kelowna.
- Spoke to the Vision of the project:
- Displayed photos of what the site currently looks like and the intent of the site layout.
- Spoke to the development highlights that include 238 apartment units in four buildings; private amenities; prewiring for some electric vehicle plug ins; energy efficient buildings and high end condo finishes.
- Highlighted community benefits;
 - Land dedicated to the city for the expansion of Knox Mountain Park;
 - Upgrades to the Knox mountain pathway behind the site;
 - Upgrades to the intersection and crosswalk at Clifton and Cara Glen Way.
- Spoke to the requested height variance and noted that the density of the site has been allocated to the back of the site; overall site density does not exceed zoning and no variances are being requested on density.
 - The length and depth of the buildings are to ensure that ample parking is provided.
- Spoke to community engagement and advised that a mass mailer to over 400 residents in the immediate affected area was sent out to engage a thought exchange.
- The community engagement report noted top topics that were brought forward were:
 - Additional traffic;
 - Density;
 - Parking; and
 - Colour and appearance.
- Responded to questions from Council.

Staff:

- Responded to questions from Council.

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

Gallery:

Corey Wilson, Boynton Avenue

- Raised concern with the grand scale of the development.
- The context of the neighbourhood is 3 storey and this development will block views.
- Raised concern that all trails on Knox Mountain will be in constant shade.
- Raised concern with lack of parking across the site and transit being 1.2 km away.
- Raised concern with the lack of infrastructure to support the density and parking demand.
- Questioned whether there is enough greenspace.
- Opposed to height variance.
- Responded to questions from Council.

Sam Fisher, Boynton Avenue

- Opposed to the proposed variances.
- Questioned the need for 5 storeys and believes it does not add anything to the character of the neighbourhood.
- This proposal restricts access for many residents in the area.
- Believes that not enough is being done by the developer to respond to the community.
- Raised concern regarding sufficient parking as this is a car dependent area with a walk score of 5 out of 100.
- Believes that amenities and infrastructure do not support this level of density.
- The neighbourhood needs to have accessible greenspace.
- Responded to questions from Council.

Leonard Kerkhoff, Applicant Response

- Spoke to the proposal response being about form and character and how the density is allocated on site which drives the 5 storeys.
- The building is technically 4 storeys at the back and steps up to 5 storeys in the front so it follows the grade.

Staff:

- Responded to questions from Council.

There were no further comments.

Moved By Councillor Sieben/Seconded By Councillor Given

R0706/20/10/27 THAT Council authorizes the issuance of Development Permit No. DP20-0061 for Lot 4, Section 31, Township 26, ODYD, Plan EPP100150; Lot 5, Section 31, Township 26, ODYD, Plan EPP100150; and, Lot 6, Section 31, Township 26, ODYD, Plan EPP100150, located at 1450,1430,1420 Cara Glen Court 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;

AND THAT Council authorizes the issuance of Development Variance Permit No. DVP20-0062 for Lot 4, Section 31, Township 26, ODYD, Plan EPP100150; Lot 5, Section 31, Township 26, ODYD, Plan EPP100150; and, Lot 6, Section 31, Township 26, ODYD, Plan EPP100150, located at 1450,1430,1420 Cara Glen Court Kelowna, BC;

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

Section 13.10.6: RM4 – Transitional Low Density – Development Regulations

(c) To vary the maximum height from the lesser of 13.0m or 3 storeys permitted to the lesser of 19m or 5 storeys proposed;

(d) To vary the minimum front yard setback from 6.0m permitted to 3.0m proposed;

(e) To vary the minimum side yard setback from 2.3m permitted to 0.0m proposed.

Section 13.10.7(b): RM4 – Transitional Low Density – Other Regulations

To vary the continuous building frontage from 40.0m required to 62.0m proposed.

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

Carried

Councillor Hodge – Opposed

Mayor Basran returned to the meeting and resumed the Chair at 8:38 p.m.

5.2 START TIME 7:45 PM - Park Ave 374, BL12087 (Z20-0039) - Kevin L. Fierbach and Jacqueline A. Fierbach

Moved By Councillor Stack/Seconded By Councillor DeHart

Ro707/20/10/27 THAT Bylaw No. 12087 be adopted.

Carried
Councillor Hodge - Opposed

5.3 START TIME 7:45 PM - Park Ave 374 - HAP20-0003 - Kevin L. Fierbach and Jacqueline A. Fierbach

Staff:

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

Birte Decloux, Urban Options Planning & Permits, Applicant

- Displayed a PowerPoint Presentation.
- Displayed a site plan with the existing and proposed homes along with a photo showing the view from Park Avenue with the proposed second dwelling.
- Spoke to the form and character highlights including
 - Gable roof and dormer forms;
 - Up to 2.5 storey massing and noting the proposed building is 2 storeys in height similar to the existing home.
 - Vertical double-hung window openings; multiple pane windows
 - Side or rear yard parking.
- Spoke to the Heritage Consultants professional report.
- Spoke to the two trees being removed to accommodate the second dwelling; a large Maple tree has a split base and is deemed unsafe.
- 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.

No one from the Gallery came forward.

There were no further comments.

Moved By Councillor Given/Seconded By Councillor Wooldridge

Ro708/20/10/27 THAT final adoption of Rezoning Bylaw No. 12087 be considered by Council;

AND THAT Council authorizes the issuance of Heritage Alteration Permit No. HAP20-0003 for Lot 4 District Lot 14 ODYD Plan 482, located at 374 Park 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,"
2. The exterior design and finish of the building to be constructed on the land, be in accordance with Schedule "B";

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

Section 6.5.3(g): General Development Regulations, Accessory Development, Accessory Buildings in Residential Zones

To vary the minimum distance from an accessory building to a principal dwelling from 3m required to 1.2m proposed.

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

Carried

The meeting adjourned at 8:58 p.m.

The meeting reconvened at 9:04 p.m.

5.4 START TIME 8:30 PM - Underhill St 1960 - DP18-0132 DVP18-0133 - 1940 Underhill Developments Corp., Inc. No. BC1159386

Staff:

- Displayed a PowerPoint Presentation summarizing the application.

Brandon Crema, Executive VP & COO, District Properties, Applicant

- Displayed a PowerPoint Presentation.
- Displayed photos of similar projects created by the developer in other cities.
- Displayed renderings and described the site layout and spoke to the design rationale for the project.
- Spoke to the Landscape Plan and believes the heavily landscaped area will be an amenity to residents and the community; 106 trees will be replanted on a concrete deck.
- Responded to questions from Council.
- Confirmed that this project is a dedicated long term rental property.

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

Gallery:

Laura Doncom, Underhill Street

- Speaking on behalf of neighbours not in attendance due to COVID-19.
- Referenced a previously submitted petition of residents opposed to the height and parking variances.
- Spoke to the current challenges of exiting the area at Underhill Street and Baron Road.
- Spoke to the lack of transit and commented that most residents are still using a vehicle.
- Raised concerns with the current and future traffic volumes.
- Requested that the development be held at 4 storeys in order to make it more manageable.

Donna Markin, Okanagan Centre Road West, Lake County

- General Manager of Orchard Parking Shopping Centre.
- Read a letter from the CEO of Primaris.
- Raised concern with the variance sought for reduced parking.
- In favour of residential densification but it must support its own parking requirements.
- Orchard Park Mall is already experiencing challenges with parking spaces during peak periods and this proposal could have overflow impacts on the Mall parking lot and operations.
- Responded to questions from Council.

Brandon Crema, Applicant Response

- There has been significant traffic engineering completed as part of the rezoning application.
- Added height is good land use providing density close to amenities, employment and transit
- Providing more parking with this project than in other similar types of projects in other cities.
- Parking can be adjusted in future phases based on demand.
- Responded to questions from Council.

Staff

Responded to questions from Council.

There were no further comments.

Moved By Councillor Wooldridge/Seconded By Councillor Donn

R0709/20/10/27 THAT Council authorizes the issuance of Development Permit No. DP18-0132 for Lot A, District Lots 4646 & 127, ODYD, Plan EPP104418, located at 1960 Underhill Street, 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;

AND THAT Council authorize the issuance of Development Variance Permit DVP18-0133 for Lot A, District Lots 4646 & 127, ODYD, Plan EPP104418 located at 1960 Underhill Street, Kelowna, BC;

AND THAT the variances to the following sections of Zoning Bylaw No. 8000 be granted, as shown on Schedule "A, B, & C":

Section 14.4.5(c) – C4 – Urban Centre Commercial - Development Regulations

To vary the maximum height from 15.0m / 4 storeys permitted to 19.0m / 6 storeys proposed.

Table 8.3 – Required Off-Street Parking Requirements

To vary the minimum parking requirements from 315 stalls permitted to 295 stalls proposed;

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 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

Councillors Hodge and Singh - Opposed

6. **Reminders – Nil.**

7. **Termination**

The meeting was declared terminated at 10:47 p.m.

Mayor Basran

/acm

Deputy City Clerk

CITY OF KELOWNA

BYLAW NO. 11989

Official Community Plan Amendment No. OCP19-0009 969 Harvey 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:

1. THAT Map 4.1 - **GENERALIZED FUTURE LAND USE** of "*Kelowna 2030* – Official Community Plan Bylaw No. 10500" be amended by changing the Future Land Use designation of Lot A District Lot 138 Osoyoos Division Yale District Plan 31933 Except Plan 36604, located on Harvey Avenue, Kelowna, BC 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 2nd day of March, 2020.

Considered at a Public Hearing on the 17th day of March, 2020.

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

Adopted by the Municipal Council of the City of Kelowna this

Mayor

City Clerk

CITY OF KELOWNA
BYLAW NO. 11990
Z19-0119 – 969 Harvey 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 Osoyoos Division Yale District Plan 31933 Except Plan 36604, located on Harvey Avenue, Kelowna, BC from the RM5 – Multiple Unit Residential (Medium Density) zone to the RM6r – High Rise Apartment Housing (Residential Rental Tenure Only) 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 2nd day of March, 2020.

Considered at a Public Hearing on the 17th day of March, 2020.

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

Approved under the Transportation Act this 26th day of March, 2020.

Audrie Henry

(Approving Officer – Ministry of Transportation)

Adopted by the Municipal Council of the City of Kelowna this

Mayor

City Clerk

REPORT TO COUNCIL



Date: November 17, 2020

To: Council

From: City Manager

Department: Development Planning Department

Application: DP19-0197 / DVP19-0198 **Owner:** The Evangel Family Rental Housing Society Inc. No. S16918

Address: 969 Harvey Avenue **Applicant:** Paul Schuster (Novation Architecture)

Subject: Development Permit and Development Variance Permit

Existing OCP Designation: MRH – Multiple Unit Residential (High Density)

Existing Zone: RM6r – High Rise Apartment Housing (Residential Rental Tenure Only)

1.0 Recommendation

THAT final adoption of Official Community Plan Map Amendment Bylaw No. 11989 (OCP19-009) and Rezoning Bylaw No. 11990 (Z19-0119), be considered by Council;

AND THAT Council authorizes the issuance of Development Permit No. DP19-0197 for Lot A District Lot 138 Osoyoos Division Yale District Plan 31933 Except Plan 36604, located at 969 Harvey 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. That an arborist be retained during construction to ensure the foundation and backfilling are monitored and any necessary steps are taken to ensure the survivability of the trees on the neighbouring property in which the proposed property may affect the Tree Protection Zone.

AND THAT Council authorizes the issuance of Development Variance Permit No. DVP19-0198 for Lot A District Lot 138 Osoyoos Division Yale District Plan 31933 Except Plan 36604, located at 969 Harvey Avenue, Kelowna, BC;

AND THAT variances to the following sections of Zoning Bylaw No. 8000 be granted, as shown on Schedule "A, B and C":

Section 13.12.6 (b) – RM6r – High Rise Apartment Housing (Residential Rental Tenure Only) - Development Regulations

To vary the maximum site coverage for principal buildings, accessory structures, and parking areas and driveways from 50% required to 70% proposed.

Section 13.12.6 (e) – RM6r – High Rise Apartment Housing (Residential Rental Tenure Only) - Development Regulations

To vary the minimum site side yard from 4.5 m required to 3.6 m proposed for the western property line.

Section 8 – Parking and Loading - Table 8.3 – Required Off-Street Parking Requirements

To vary the minimum parking from 78 stalls required to 52 stalls proposed.

Section 6.1.2 (c) General Development Regulations – Daylight Standards

To vary the inclined angle of 65° required to 75° proposed to the horizontal for all points along the western side property line.

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 the Development Planning Department dated November 17th 2020;

AND THAT the applicant be required to complete the above noted conditions of Council's approval of the Development Permit and Development Variance Permit Application 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 the form and character of a proposed six and a half storey rental only apartment building with variances to site coverage, the side yard setback, parking and daylight standards.

3.0 Development Planning

3.1 Development Permit

Staff are recommending support for the proposed Development Permit due to the proposal's consistency with the Official Community Plan's (OCP) design guidelines. The applicant has worked with City staff to refine several site issues including servicing, access, and building design. The building form, character, and massing fit the OCP guidelines.

There is an existing rental building on the subject property that houses 64 dwelling units (5 one-bedroom units, 55 two-bedroom units, and 4 three-bedroom units) with 97 parking stalls provided. The existing building has 11 parking stalls in the location of the proposed building. However, the redevelopment would

replace 5 parking stalls for the existing building elsewhere onsite. As a result, the existing building is proposed to function with 6 net fewer parking stalls.

The proposed new building is located in the north-west corner of the site. The proposed height is 6 ½ storeys with 46 new dwelling units consisting primary of three-bedroom units (4 one-bedroom units, 7 two-bedroom units, and 35 three-bedroom units). The proposed 46 dwelling units are planned with 52 parking stalls.

The building design is simple and modern. The materials used are:

1. Stucco ("evening Shadow" colour)
2. PVC Horizontal Siding ("knotty Maple" colour)
3. Fibre Cement Board ("Metallic Black" colour)
4. Fibre Cement Board ("Dynamic Blue" colour)
5. White Vinyl Window Frames
6. Clear Glazing



3.2 Development Variance Permit

There are four variances proposed:

1. A variance to increase the maximum site coverage by 20% (from 50% to 70%);
 - a. Staff have recommended support for many site coverage variances in the past for multi-family buildings. The average site coverage for most multi-family apartment buildings is between 70% and 80%. Staff are analysing these past variances and are going to propose new site coverage regulations in the upcoming zoning bylaw review. The general purpose for site coverage regulations is to ensure enough private open space, amenity area, and onsite infiltration of rainwater. However, with best engineering practices onsite infiltration can occur with relatively high site coverage amounts mitigating the original purpose of the regulations. Further, with the increasing popularity of rooftop amenity areas, larger balconies, above parkade open / amenity space, and internal amenity space, there are other mechanism to ensure adequate private open space versus the traditionally crude site coverage calculation.

2. A variance to the site side yard setback from 4.5 metre to 3.6 metres along the western property line.

- a. Staff interpret the setback reduction as reasonable as the building is located in the north-west corner of the site with limited direct interaction to the building next door. Further, the architects added



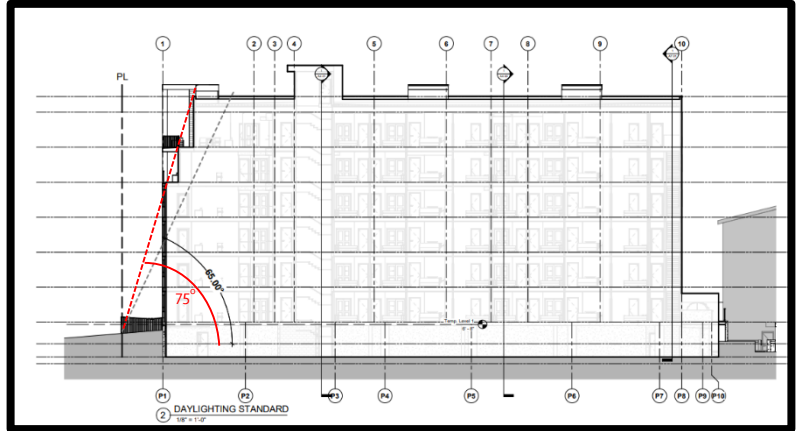
step backs on the fifth and sixth floor to increase the distance for direct line of site from the upper floor units to the neighbouring building.

3. A variance to decrease the minimum off-street parking from 78 stalls to 52 stalls.

- a. The applicant has provided a detailed parking analysis rationale letter (see Attachment 'B'). Staff are recommending support for this variance as the project is truly an affordable housing project with the guarantee of rental housing, the site's proximity to the Ethel Street Active Transportation Corridor and proximity to two Urban Centres (Downtown and Capri/Landmark). The affordability of the units is mandated and guaranteed by CMHC financing for the life of the mortgage (50 years). The applicant has provided extra bicycle parking to satisfy the parking bonus and the 10% reduction due to the rental only zoning restriction. However, this is not enough as outside Urban Centres the minimum parking count is much higher compared to the Urban Centre rate of 1 stall per residential unit. The rates are based on number of bedrooms with 3-bedroom units requiring 2 stalls per dwelling unit. The applicant is proposing to vary the parking rate down to the equivalent Urban Centre parking rate (1 stall per unit plus required visitor stalls). There is no further room onsite to expand the total amount of parking (unless a multi-level parkade structure is constructed), therefore, the applicant would need to eliminate a floor (approximately 8 dwelling units) in order to comply with the zoning bylaw. Staff feel it is reasonable to reduce the parking requirement to the equivalent Urban Centre rate based on the affordable nature of the project and the applicant's parking demand estimations outlined in their letter.

4. A variance to increase the inclined angle from 65° required to 75° proposed to the horizontal for all points along the western side property line.

- a. The main reason there is a daylight variance is the location of the building with the setback variance. Staff are recommending support for this variance for the same reasons as the setback variance.



4.0 Proposal

4.1 Project Description

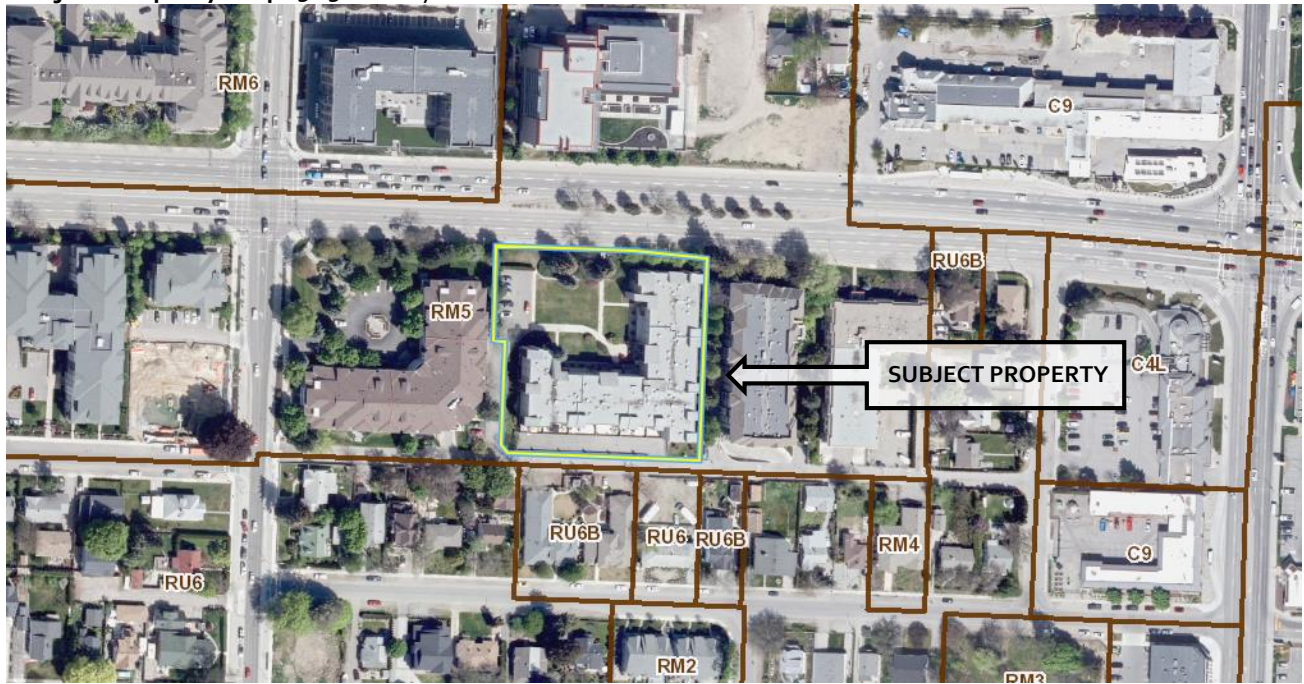
The applicant is proposing the construction of a new six and a half storey multi-family residential infill building located along Hwy 97 North (Harvey Avenue). This project is an addition to an existing three-storey multi-family building. The current building has a large amount of green space along in the front yard along Harvey Avenue. The proposed building will be built in this green space, creating an enclosed courtyard between the two buildings. The proposed site entrance would be from the back laneway along the south end of the property.

4.2 Site Context

The subject property is located between the downtown Urban Centre and the Capri-Landmark Urban Centre along Harvey Avenue. The subject property is within close proximity to downtown and is well served by nearby amenities including parks, restaurants, and shops. The property is also close to the Ethel Street Active Transportation corridor providing good cycling connectivity to various core destinations. The properties' Walk Score is 76 (Very Walkable – most errands can be accomplished on foot). The surrounding area along Harvey Avenue is primarily zoned RM5 and RM6, while the dwellings to the south are RU6 along Laurier Avenue. Specifically, adjacent land uses are as follows:

Orientation	Zoning	Land Use
North	RM5 – Medium Density Multiple Housing	Medium Density Residential
East	RM5 – Medium Density Multiple Housing	Medium Density Residential
South	RU6 – Two Dwelling Housing	Low Density Residential
West	RM5 – Medium Density Multiple Housing	Medium Density Residential

Subject Property Map: 969 Harvey Avenue



4.3 Zoning Analysis Table

Zoning Analysis Table		
CRITERIA	RM6r ZONE REQUIREMENTS	PROPOSAL
Unit Calculation - Existing Building		
1 bedroom	n/a	5
2 bedrooms	n/a	55
3 bedrooms	n/a	4
Unit Calculation - New Building		
1 bedroom	n/a	4
2 bedrooms	n/a	7
3 bedrooms	n/a	35
Development Regulations		
Max. Floor Area Ratio	1.5 (+ 0.17 bonus) = 1.67	1.62
Max. Site Coverage (buildings, parking, driveways)	3,609m ² (50%)	5,070m ² (70%) ^❶
Max. Height	55 m	22 m
Min. Front Yard	6.0 m	6.0 m
Min. Side Yard (West)	4.5 m	3.6 m ^❷
Min. Rear Yard	9.0 m	9.1 m
Other Regulations		
Min. Parking Requirements	86 stalls plus 6 visitor (-5 stalls for bonus bicycles and 10% for rental housing) = 78 stalls	52 ^❸
Min. Bicycle Parking	97	116
Min. Private Open Space	804 m ²	914 m ²
Min. Loading Space	0	0
Landscape Buffer (Front)	Level 2 – 3.0m	3.0m
Landscape Buffer (Side)	Level 3 – 3.0m	3.0m
Landscape Buffer (Rear)	Level 3 – 3.0m	3.0m
Daylight Provisions	65 %	>75.5 % ^❹
^❶ Indicates a requested variance to Section 13.11.6(b) Development Regulations- Site Coverage. ^❷ Indicates a requested variance to Section 13.11.6(e) Development Regulations- Side yard setbacks. ^❸ Indicated a requested variance to Section 8.3.1 Residential Parking Table. ^❹ Indicated a requested variance to Section 6 Daylighting Standards.		

5.0 Current Development Policies

5.1 Kelowna Official Community Plan (OCP)

Development Process

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

Contain urban growth.² Reduce greenfield urban sprawl and focus growth in compact, connected and mixed-use (residential and commercial) urban and village centres.

Mixed Use.³ Integration of residential uses into commercial developments as mixed-use projects is encouraged in Urban Centres, provided that the ground floor use remains commercial.

Housing Mix.⁴ Support a greater mix of housing unit size, form and tenure in new multi-unit residential and mixed use developments.

Building Height⁵:

- **Capri/Landmark:** Generally, 4 storeys. Greater height (up to 12 storeys) may be supported on the Capri Shopping Centre site and in the area bordered by Dickson Avenue, Dayton Avenue, Springfield Road and Kirschner Road upon approval of a Council-endorsed comprehensive development plan for the site that provides for a variety of housing types (including but not limited to ground-oriented and rental apartment housing) and the provision of commercial space that is of an amount that, at minimum, equals that which existed in 2010.

OCP Objective 5.5: Ensure appropriate and context sensitive built form.

Building Height.⁶ In determining appropriate building height, the City will take into account such factors as:

- Contextual fit into the surrounding neighbourhood;
- Shadowing of the public realm;
- View impacts;
- Overlook and privacy impact on neighbouring buildings;
- Impacts on the overall skyline;
- Impacts on adjacent or nearby heritage structures;

Chapter 4: OCP Land Use Designation Massing and Height.³

- Mitigate the actual and perceived bulk of buildings by utilizing appropriate massing, including:
- Architectural elements (e.g. balconies, bay windows, cantilevered floors, cupolas, dormers);
- Visually-interesting rooflines (e.g. variations in cornice lines and roof slopes);
- Step back upper floors to reduce visual impact;

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

² City of Kelowna Official Community Plan, (Chapter 1 Introduction).

³ City of Kelowna Official Community Plan, (Chapter 4 Future Land Use).

⁴ City of Kelowna Official Community Plan, Policy 5.27.11 (Development Process Chapter)

⁵ City of Kelowna Official Community Plan, Policy 5.8.1 (Development Process Chapter)

⁶ City of Kelowna Official Community Plan, Policy 5.22.6 (Development Process Chapter). ³ City of Kelowna Official Community Plan, Chapter 14 (Urban Design Development Permits Area).

- Detailing that creates a rhythm and visual interest along the line of the building;
- Wall projections and indentations, windows and siding treatments as well as varied material textures should be utilized to create visual interest and to articulate building facades;
- Building frontages that vary architectural treatment in regular intervals in order to maintain diverse and aesthetically appealing streets.

Chapter 14: OCP Urban Design Guidelines Amenities, ancillary Services and Utilities.⁵

- Locate loading, garbage, storage, utilities and other ancillary services away from public view. All such areas shall be screened and designed as an integral part of the building to minimize impact;
- Create attractive rear alley facades with high quality materials on buildings facing residential areas (e.g. rear building entrances, windows, balconies, plazas, and plantings).

6.o Application Chronology

Date of Application Received:	September 30, 2019
Date Public Consultation Completed:	November 28, 2019
Date of First Reading:	March 2, 2020
Date of Public Hearing:	March 17, 2020

Report prepared by:	Adam Cseke, Planner Specialist
Reviewed and Approved by:	Jocelyn Black, Urban Planning Manager
	Terry Barton, Development Planning Department Manager
	Ryan Smith, Divisional Director, Planning & Development Services

Attachments:

Draft Dp19-0197 / DVP0198

- a. Schedule 'A' Dimensions and Siting of the buildings;
- b. Schedule "B" Exterior Design and Finish of the buildings;
- c. Schedule "C" Landscaping;

Attachment 'A': Applicant's Parking and Design Rationale Letters



DP19-0197 & DVP19-0198 969 Harvey Ave

Development Permit Application & Variances

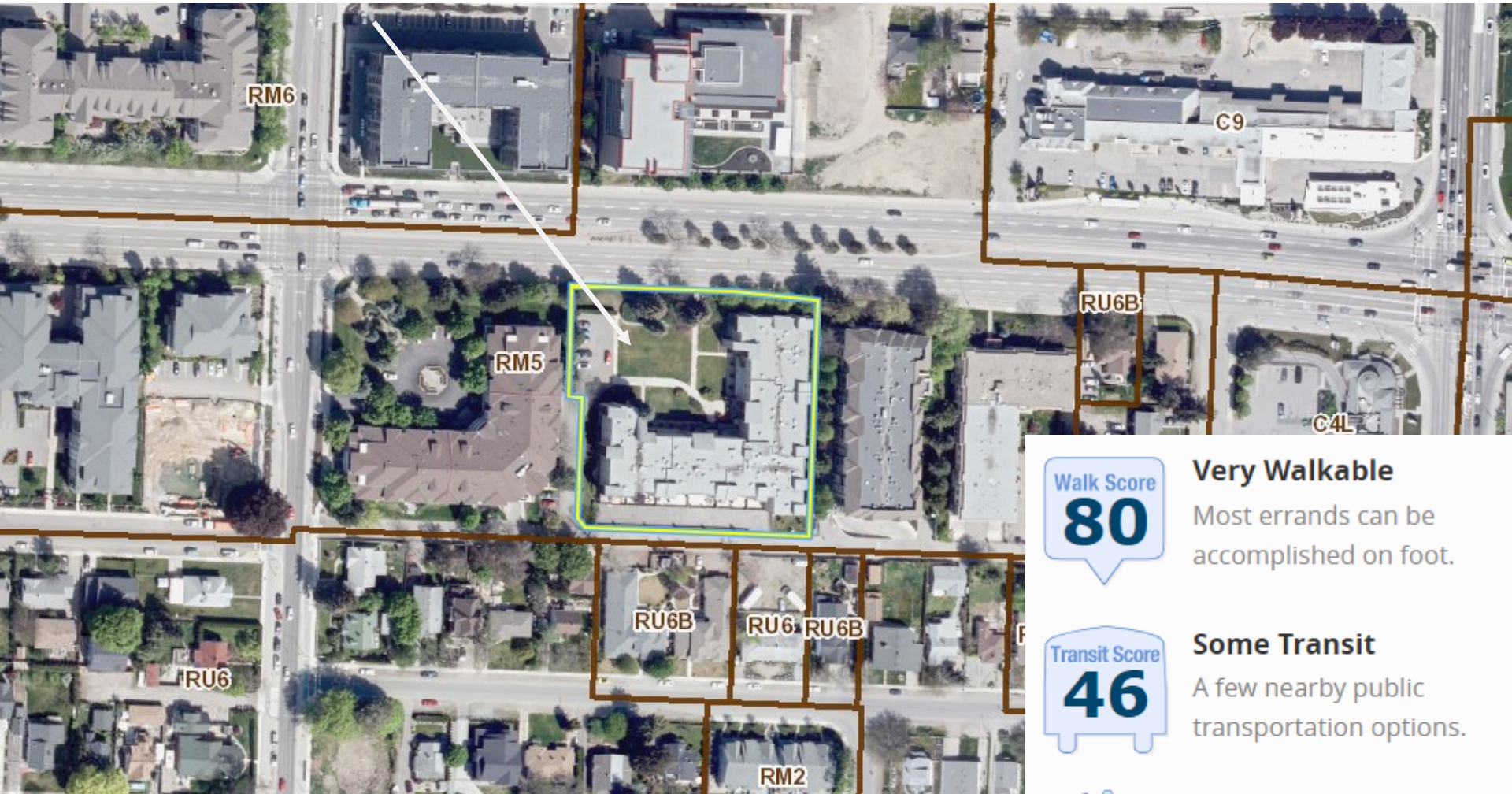
Purpose

- ▶ To consider the form and character of a proposed six and a half storey rental only apartment building.

Development Process



Subject Property



Walk Score
80

Very Walkable

Most errands can be accomplished on foot.

Transit Score
46

Some Transit

A few nearby public transportation options.

Bike Score
91

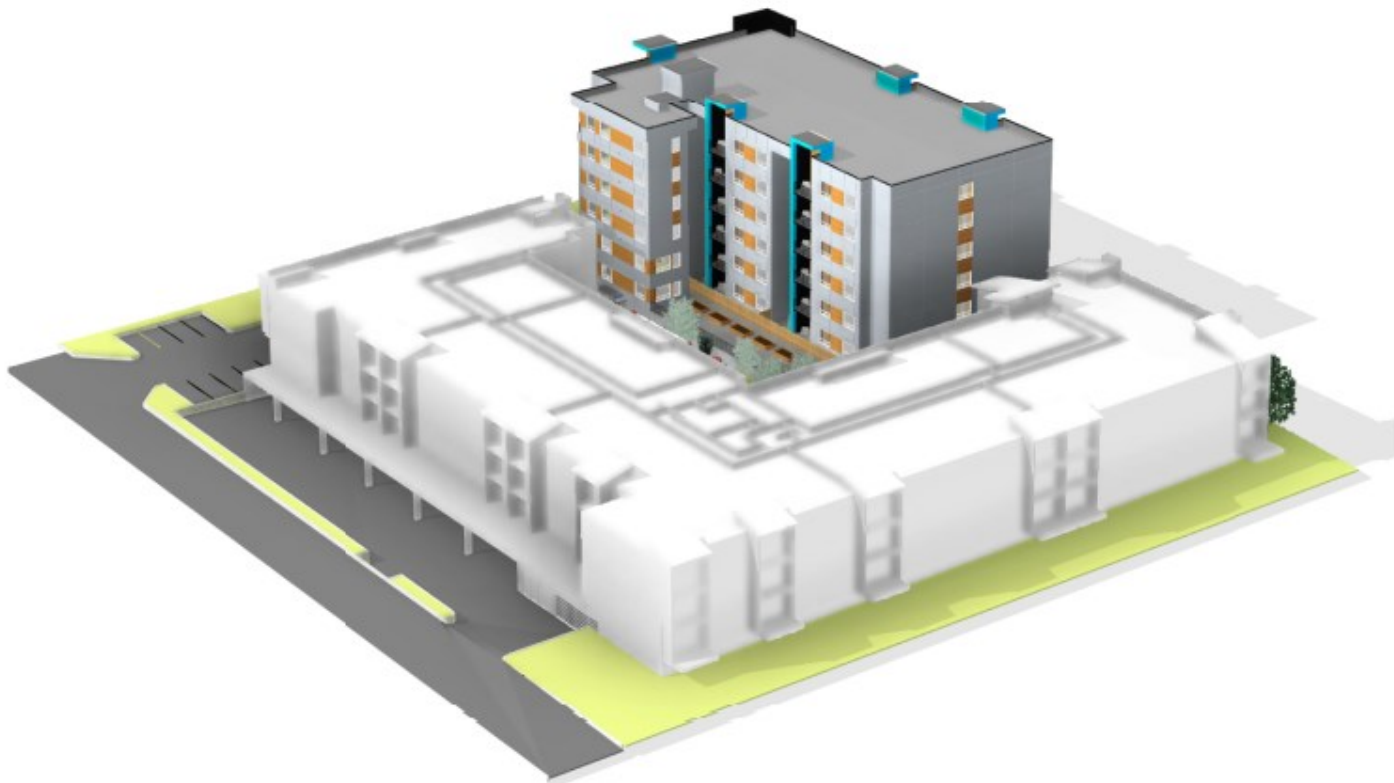
Biker's Paradise

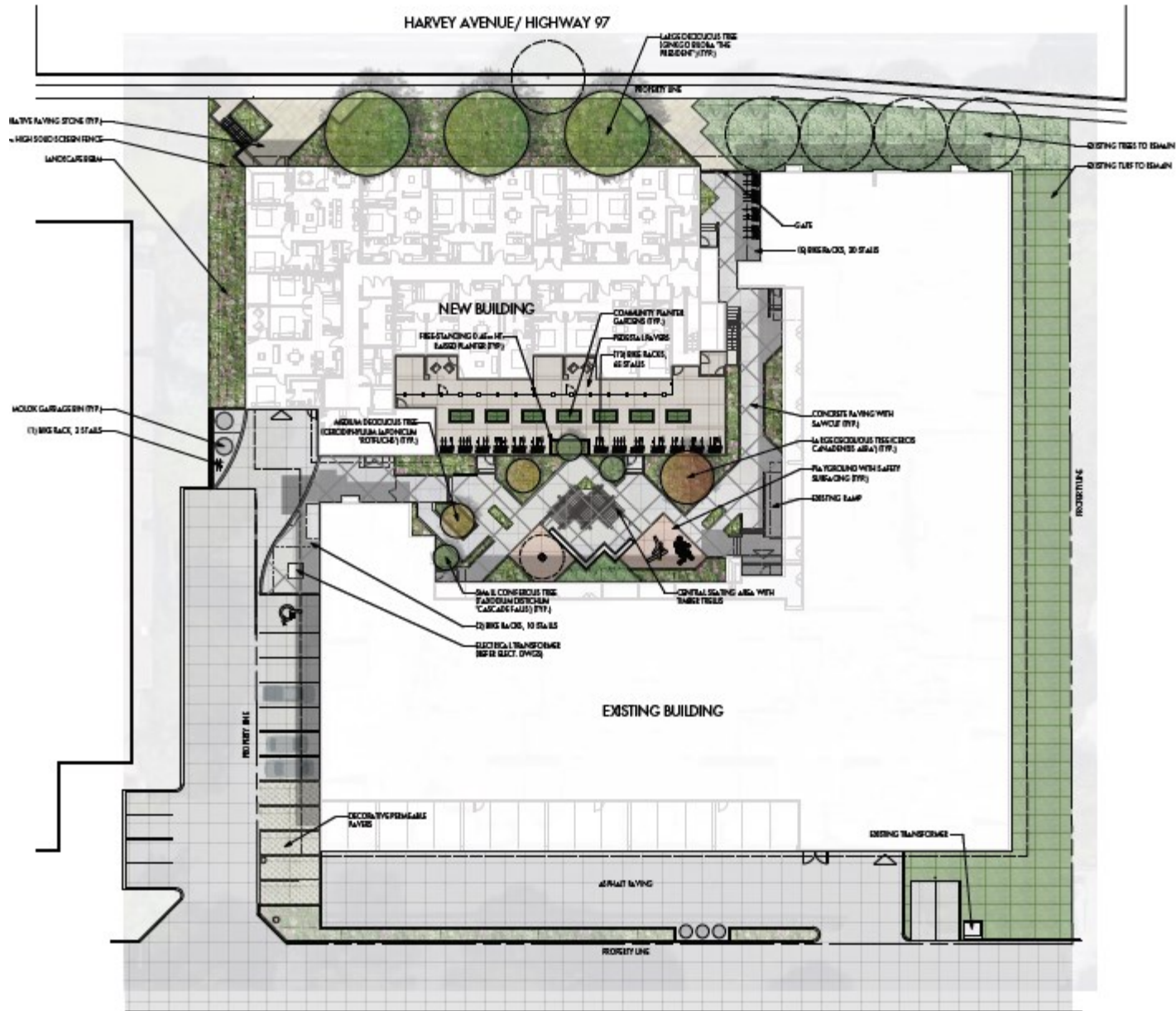
Daily errands can be accomplished on a bike.

Rendering









[illegible]

①

HARVEY AVENUE / HIGHWAY 97

EXISTING SIGNAGE
EXISTING TREE
PAVER BOULEVARD
SIDEWALK
PROPERTY LINE: 23.15 m / 76' 1" 0"

EXISTING LIGHT POLE AND SIGNAGE
PROPERTY LINE: 33.8 m / 110' 9" 0"

PA
P1
P10

EXTERIOR LIGHTING AT ENTRANCE
EXTERIOR LIGHTING AT ENTRANCE
EXIT OUT OF COURTYARD THRU RESTRICTED ACCESS GATE

43 COVERED PARKING STALLS

MECH
ELEC
LOBBY
OFFICE
VEST.
NEW PARKING ENTRY
NEW BUILDING ENTRY
EXIST OUT OF COURTYARD THRU RESTRICTED ACCESS GATE
COURTYARD
EXISTING BUILDING ENTRY
TRANSFORMER

4.5
3.6
4.5
4.7
4.7
7.7
4.5
4.5
9.4
9.0
6.1

EXISTING NEIGHBOURING BUILDING

EXISTING 92 COVERED PARKING STALLS

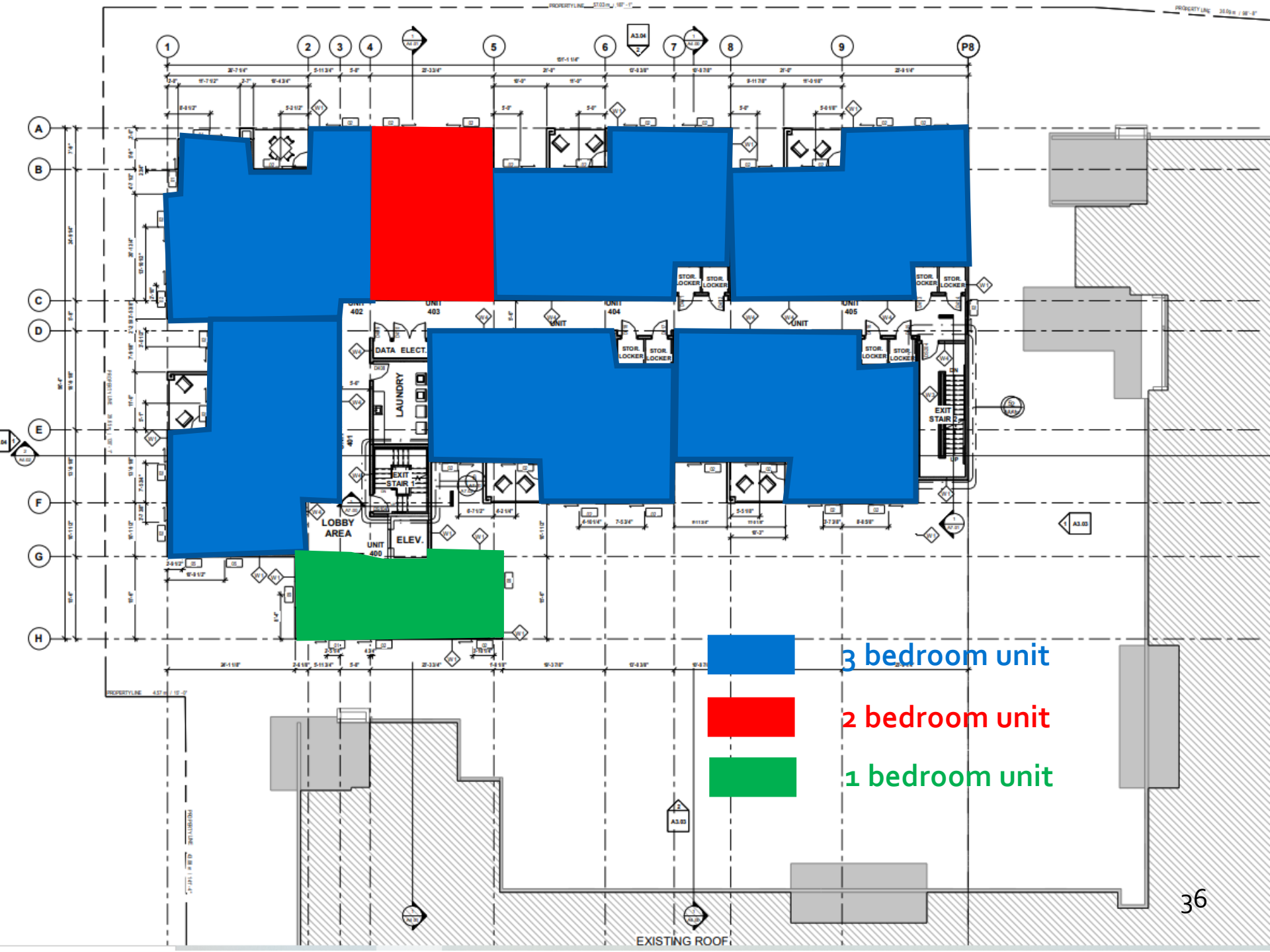
LANEWAY

DESIGNATED SURFACE PARKING FOR EXISTING BUILDING - 3 STALLS (AS HATCHED)
DESIGNATED SURFACE PARKING FOR EXISTING BUILDING - 3 STALLS (AS HATCHED)
DESIGNATED SURFACE PARKING FOR EXISTING BUILDING - 3 STALLS (AS HATCHED)
DESIGNATED SURFACE PARKING FOR EXISTING BUILDING - 3 STALLS (AS HATCHED)

EXISTING FIRE HYDRANT
PROPOSED LOCATION OF FIRE HYDRANT
EXISTING FIRE HYDRANT
EXISTING TRANSFORMER
EXISTING TREE TO BE RELOCATED

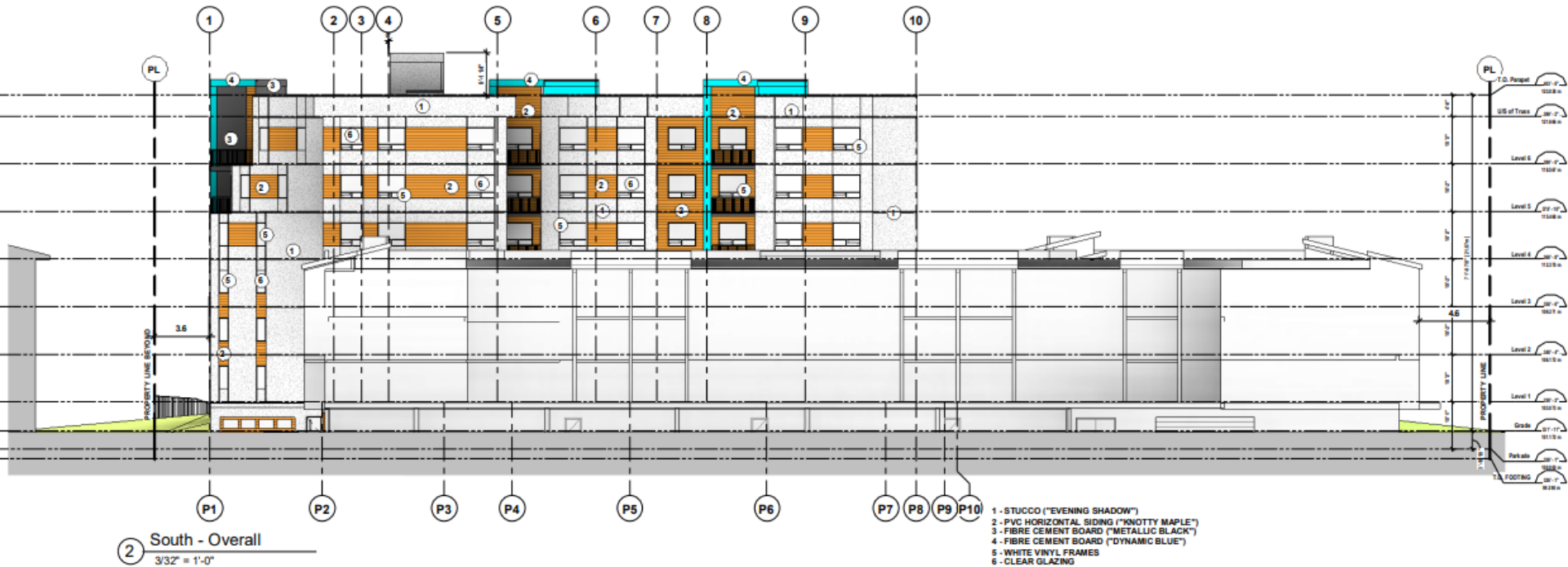
PROPERTY LINE: 23.15 m / 76' 1" 0"
PROPERTY LINE: 33.8 m / 110' 9" 0"
PROPERTY LINE: 23.15 m / 76' 1" 0"
PROPERTY LINE: 33.8 m / 110' 9" 0"

1



- 3 bedroom unit
- 2 bedroom unit
- 1 bedroom unit

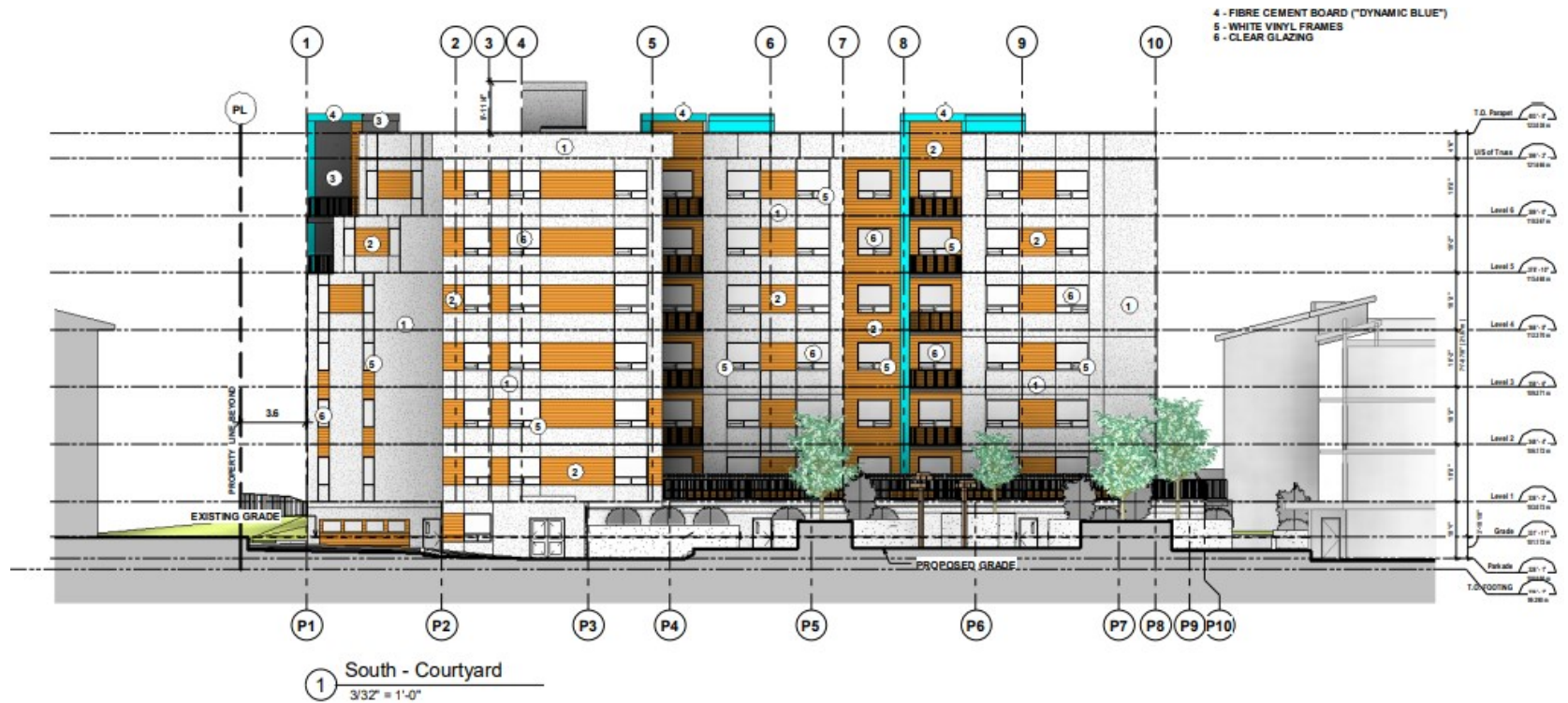
Elevations



Elevations



Elevations

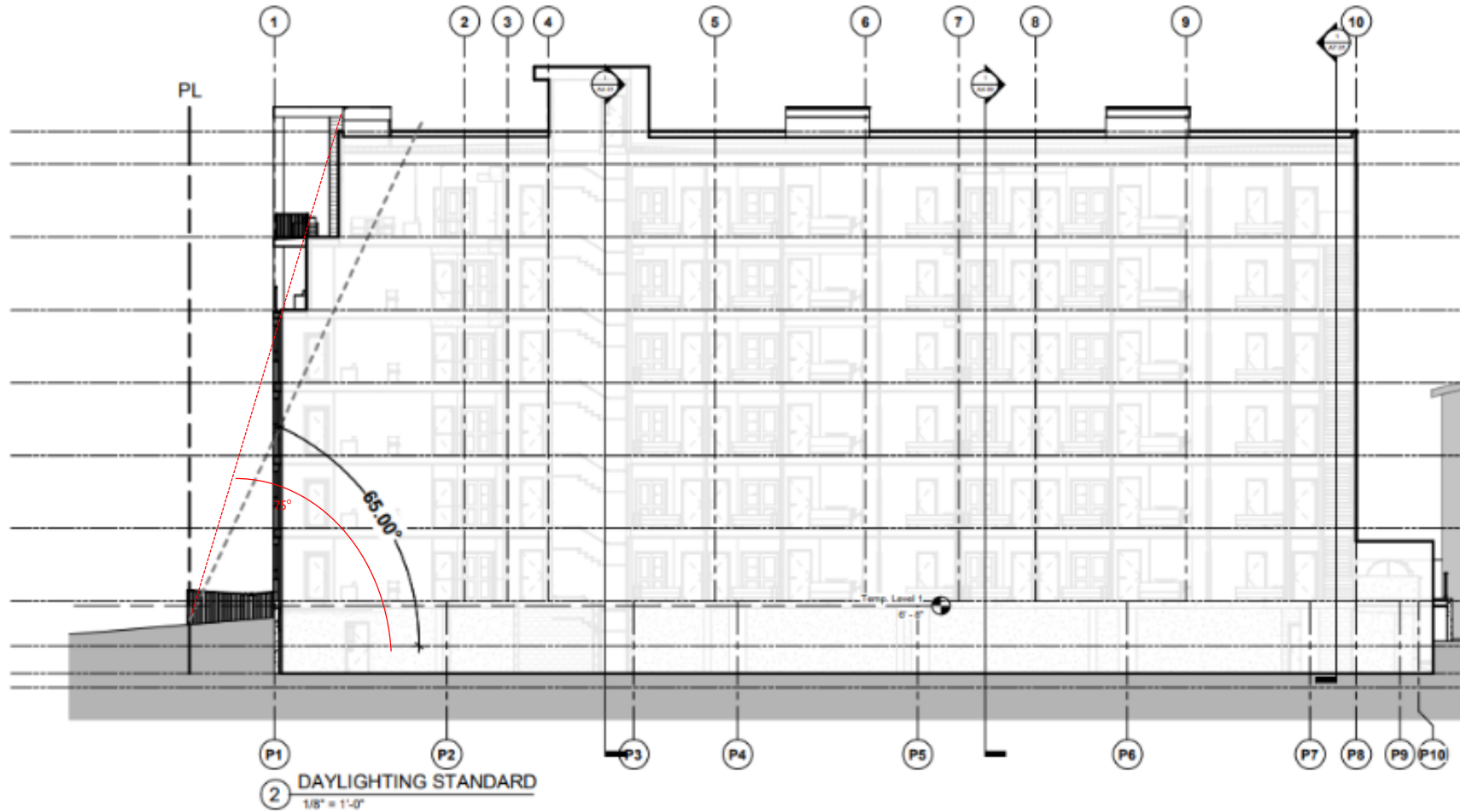


Variances

The proposal requires two variances to the Zoning Bylaw:

1. A variance to increase the maximum site coverage by 20% (from 50% to 70%)
2. A variance to the site side yard setback from 4.5 metre to 3.6 metres along the western property line
3. A variance to decrease the minimum off-street parking from 78 stalls to 52 stalls
4. A variance to increase the inclined angle from 65° required to 75° proposed to the horizontal for all points along the western side property line

Variances



Variances



Site Plan



Development Policy

- ▶ Meets the intent of Official Community Plan Mixed Use and Urban Design Policies:
 - ▶ Compact Urban Form
 - ▶ Contain urban growth
 - ▶ Context sensitive built form
 - ▶ Massing, articulation, & height

Staff Recommendation

- ▶ Staff recommend **support** of the Development Permit and Development Variance Permit
 - ▶ Affordable Housing
 - ▶ Add condition an arborist be retained for construction foundation and backfilling.



Conclusion of Staff Remarks

DRAFT Development Permit & Development Variance Permit DP19-0197 / DVP19-0198



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

969 Harvey Avenue

and legally known as

Lot A District Lot 138 Osoyoos Division Yale District Plan 31933 Except Plan 36604

and permits the land to be used for an apartment building as described in Schedule 'A', 'B', and 'C'.

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

Date of Council Decision November 17th 2020

Decision By: COUNCIL

Development Permit Area: Comprehensive

Existing Zone: RM6r – High Rise Apartment Housing (Residential Rental Tenure Only)

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: The Evangel Family Rental Housing Society Inc. No. S16918

Applicant: Paul Schuster (NOvation Architecture)

Planner: AC

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.

AND THAT the variances to the following sections of Zoning Bylaw No. 8000 be granted, as shown on Schedule "A, B, & C":

Section 13.12.6 (b) – RM6r – High Rise Apartment Housing (Residential Rental Tenure Only) - Development Regulations

To vary the maximum site coverage for principal buildings, accessory structures, and parking areas and driveways from 50% required to 70% proposed.

Section 13.12.6 (e) – RM6r – High Rise Apartment Housing (Residential Rental Tenure Only) - Development Regulations

To vary the minimum site side yard from 4.5 m required to 3.6 m proposed for the western property line.

Table 8.3 – Required Off-Street Parking Requirements

To vary the minimum parking from 78 stalls required to 52 stalls proposed.

Section 6.1.2 (c) General Development Regulations – Daylight Standards

To vary the inclined angle of 65° required to 75° proposed to the horizontal for all points along the western side property line.

This Development Permit and Development Variance 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 **\$249,265.00 (199,412.00 x 125%)**

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 CURRENT LAND OWNER.
Security shall ONLY be returned to the signatory of the
Landscape Agreement or their designates.**

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<p>LANDSCAPE ARTS & DESIGN 3050-KILO ROAD KELLOWNA, BC V1Y 7S2 TEL: (250) 806-8020</p>	<p>MECHANICAL CLARK ENGINEERING LTD 210-1715 DICKSON AVENUE KELLOWNA, BC V1Y 9G8 TEL: (250) 752-9993</p>
<p>ENERGY CONSULTANT ROY CONSULTING INC 110-2540 SPRINGFIELD ROAD KELLOWNA, BC V1Y 9Y7 TEL: (250) 805-0412</p>	<p>ELECTRICAL CLARK ENGINEERING LTD 210-1715 DICKSON AVENUE KELLOWNA, BC V1Y 9G8 TEL: (250) 752-9993</p>
<p>SURVEY FERGUSON LAND SURVEYOR 404-1630 PANDORA STREET KELLOWNA, BC V1Y 1P7 TEL: (250) 763-3116 FAX: (250) 763-0321</p>	<p>CODE GRIFFIN CONSULTANTS LTD 900-400 GRANVILLE STREET VANCOUVER, BC V6C 1T2 TEL: (604) 698-1485</p>
<p>Civil BRUCE & MARTIN CONSULTANTS LTD 1228 ELLIS STREET KELLOWNA, BC V1Y 1Z4 TEL: (250) 440-0157</p>	<p>GEO-TECHNICAL GEOGRAPHIC INC 1778 W. 78th AVENUE VANCOUVER, BC V6P 6P2 TEL: (250) 439-9292</p>

Address: 960 Harvey Ave, Kelowna, B.C.
Legal: PID: 003-567-257 Lot A/CAP 3193

Zoning (Current): RM5
Permitted Use: Rf to Zoning bylaw #8000 #A000C
Zoning: (Proposed): RM6
Permitted Use: Rf to Zoning bylaw #8000 section 13.12

Site Area:

7,218.0	sq.m.
77,696	sq.ft.
0.7218	Ha

ALLOWED		PROPOSED	
30.0	m	3.0	m
35.0	m	85.8	m
1700.0	m ²	7217	m ²

Setbacks

ALLOWED		PROPOSED	
Front yard	6.0 m	6.0 m	
Front yard parking	2.0 m	4.4 m	
Side yard/Flanking	6.0 m	N/A	
Side yard	4.5 m	3.6 m	
Rear Yard	9.1 m	9.1 m	

Front

LANDSCAPE BUFFER	
Level	3.0 m
2	9.81 ft
Level	3.0 m
3	9.84 ft

Side

Or Clear
Opaque

Rear

Level	3.0 m
3	9.84 ft

F.A.R. Bonus	New: 43 covered parking Existing: 92 covered parking	135 / 144 stalls provided to get 93% factor, then multiply 93% to .2 = 0.19 for F.A.R. bonus																		
Bicycle	Short-term - 6 per entry + 1 per 5 units over 70 Bonus Long-term - 1.0 per 1 bedroom unit (4) Bonus Long-term - 1.5 per 2 bedroom unit (7) Bonus Long-term - 2.0 per 3 bedroom unit (35) *50% of required stalls are horizontal	<table border="1"> <tr> <td>Required</td> <td>12</td> <td>spaces</td> </tr> <tr> <td></td> <td>4</td> <td>spaces</td> </tr> <tr> <td></td> <td>10.5</td> <td>spaces</td> </tr> <tr> <td></td> <td>70</td> <td>spaces</td> </tr> <tr> <td>Total Required</td> <td>97</td> <td>spaces</td> </tr> <tr> <td>Total Provided</td> <td>102</td> <td>spaces</td> </tr> </table>	Required	12	spaces		4	spaces		10.5	spaces		70	spaces	Total Required	97	spaces	Total Provided	102	spaces
Required	12	spaces																		
	4	spaces																		
	10.5	spaces																		
	70	spaces																		
Total Required	97	spaces																		
Total Provided	102	spaces																		

000_ARCHITECTURAL DRAWING LIST

NO.	NAME
A0.00	COVER SHEET
A0.01	VISUALIZATIONS
A0.02	VISUALIZATIONS
A1.01	SITE PLAN - PARKADE
A1.02	SITE PLAN - ROOF
A2.01	PARKADE FLOOR PLAN
A2.02	LEVEL 1 FLOOR PLAN
A2.03	LEVEL 2 FLOOR PLAN
A2.04	LEVEL 3 FLOOR PLAN
A2.05	LEVEL 4 FLOOR PLAN
A2.06	LEVEL 5 FLOOR PLAN
A2.07	LEVEL 6 FLOOR PLAN
A2.09	ROOF PLAN
A3.00	ELEVATIONS
A3.01	ELEVATIONS
A3.02	ELEVATIONS
A4.00	BUILDING SECTIONS
A4.01	BUILDING SECTIONS
A4.02	DAYLIGHTING STANDARD

SCHEDULE

This forms part of application

DP19-0197 / DVP19-0198

Planner Initials

AC

A & B



City of
Kelowna
DEVELOPMENT PLANNING

An architectural rendering of a modern multi-story residential building. The building features a central tower with a brown wood-grain facade and a black frame, flanked by sections with white and teal accents. Large teal vertical elements are prominent on the facade. The building has multiple balconies with black railings. In the foreground, there are several large, leafy green trees. A street scene is visible with cars, including a black pickup truck, and a few pedestrians. The sky is blue with some clouds and a flock of birds.



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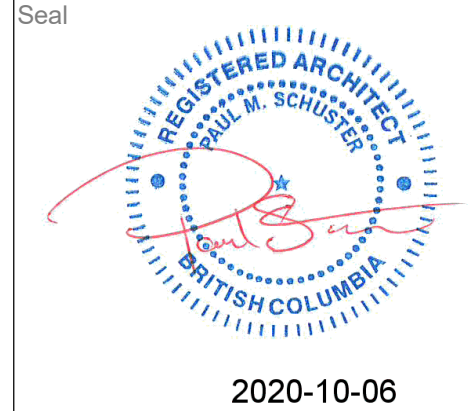
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4	20201006	RE-ISSUED FOR DP
3	20200824	RE-ISSUED FOR DP
1	20190930	ISSUED FOR DP

No.	Date	Description
Revisions		



project title	969 HARVEY AVENUE LOT A DISTRICT LOT 138 ODYD PLAN 31933 EXCEPT PLAN 36604 KELOWNA, BRITISH COLUMBIA
project no.	1821

drawing title
COVER SHEET

designed	PS	scale
drawn	BD	
checked	PS	
drawing no.		

A0.00

plotted 2020-10-06 11:23:42 AM



SCHEDULE

A & B

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DP19-0197 / DVP19-0198

Planner Initials

AC

City of Kelowna

DEVELOPMENT PLANNING

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3	20200824	RE-ISSUED FOR DP
1	20190930	ISSUED FOR DP
No.	Date	Description
Revisions		

NOVATION

ARCHITECTURE

302 - 2237 LECKIE ROAD

KELOWNA BC V1X 6Y5

project title
969 HARVEY AVENUE
LOT A DISTRICT LOT 138 ODYD PLAN 31933
EXCEPT PLAN 36604
KELOWNA, BRITISH COLUMBIA

project no. 1821

drawing title

VISUALIZATIONS

designed

PS

scale

drawn

BD

checked

PS

drawing no.

A0.01

plotted

2020-10-06 11:23:43 AM



SCHEDULE

A & B

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DP19-0197 / DVP19-0198

Planner Initials

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City of Kelowna

DEVELOPMENT PLANNING



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1	20190930	ISSUED FOR DP
No.	Date	Description
Revisions		

NOVATION

ARCHITECTURE

302 - 2237 LECKIE ROAD
KELOWNA BC V1X 6Y5

project title

969 HARVEY AVENUE
LOT A DISTRICT LOT 138 ODYD PLAN 31933
EXCEPT PLAN 36604
KELOWNA, BRITISH COLUMBIA

project no. 1821

drawing title

VISUALIZATIONS

designed	PS	scale
drawn	BD	
checked	PS	

drawing no.

A0.02

plotted 2020-10-06 11:25:29 AM

SCHEDULE

A & B

This forms part of application

DP19-0197 / DVP19-0198

City of Kelowna

DEVELOPMENT PLANNING

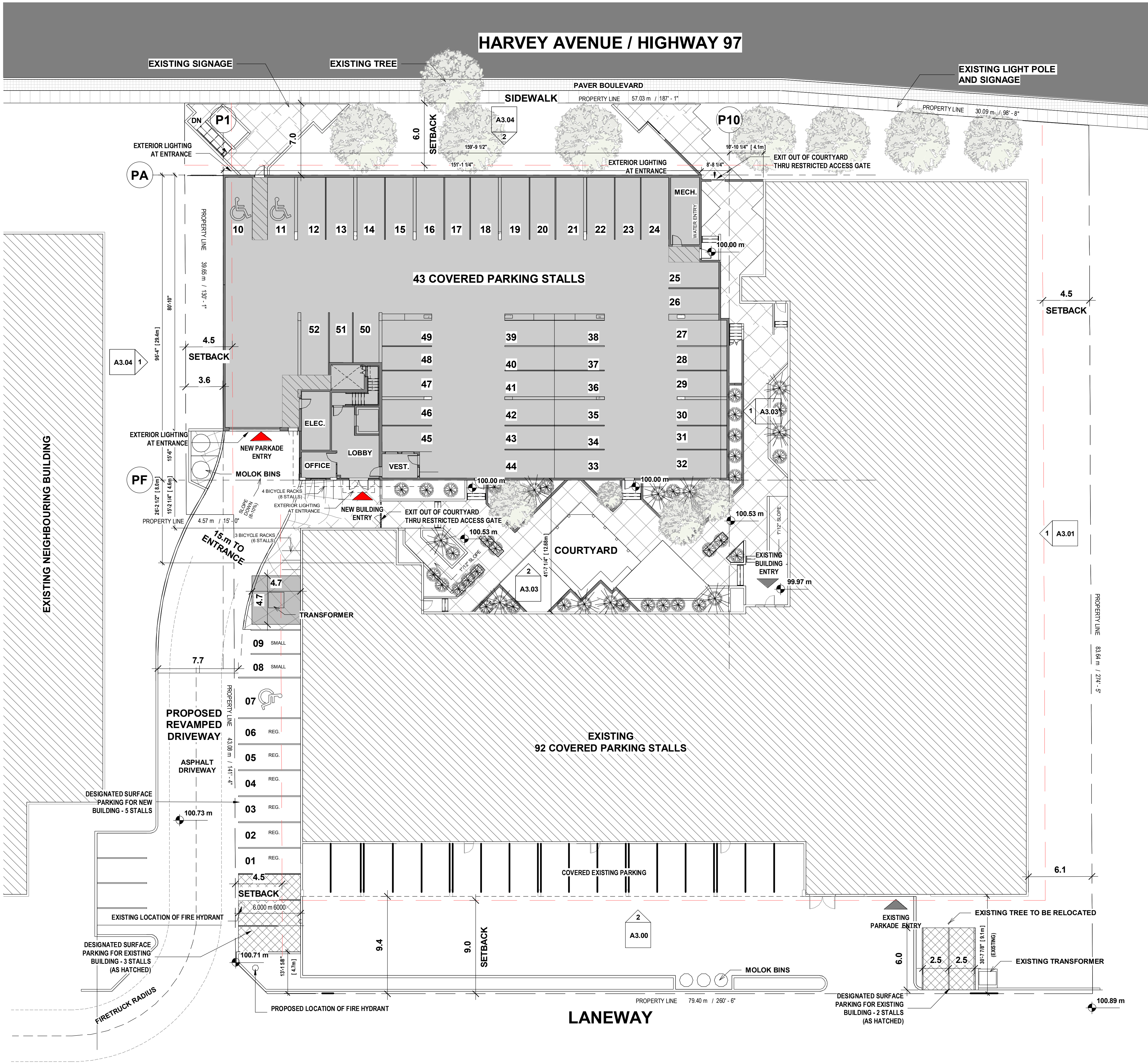
Planner Initials

AC



5 Molok Garbage Bins
1 : 100

PID: 003-567-257
PLAN KAP31933 LOT A DISTRICT
LOT 138 EXCEPT PLAN 36604.



1 Site Plan - Parkade SITE AREA = 7,225m²
1/16" = 1'-0"

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1 2019030 ISSUED FOR DP

No. Date Description

Revisions

N

NOVATION ARCHITECTURE

302 - 2237 LECKIE ROAD

KELOWNA BC V1X 6Y5

project title

969 HARVEY AVENUE

LOT A DISTRICT LOT 138 OYD PLAN 31933

EXCEPT PLAN 36604

KELOWNA, BRITISH COLUMBIA

project no.

1821

drawing title

SITE PLAN - PARKADE

designed PS

scale As indicated

drawn BD

checked PS

drawing no.

plotted

2020-10-06 11:25:56 AM

A1.01

SCHEDULE

A & B

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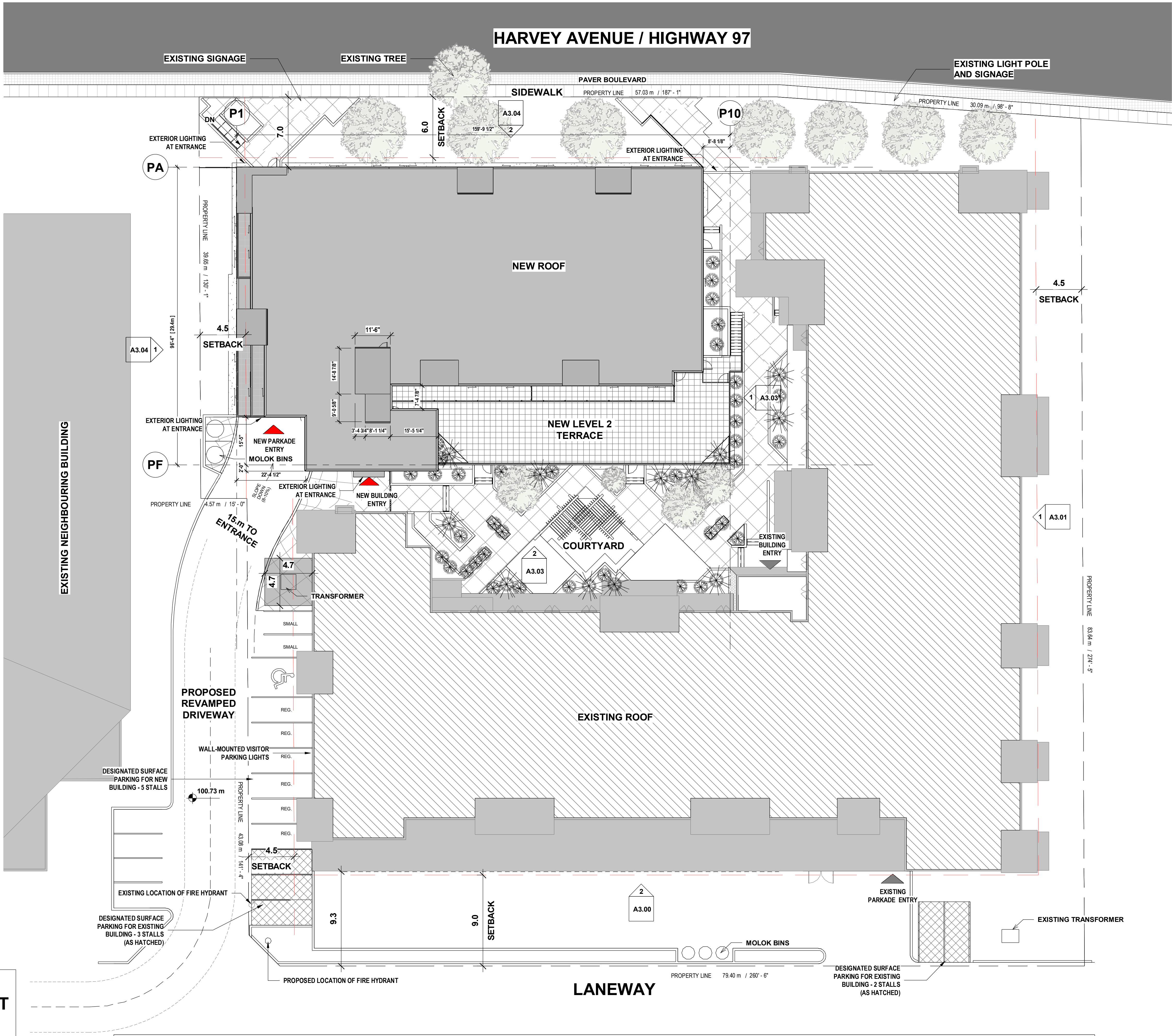
DP19-0197 / DVP19-0198

Planner
Initials

AC

City of
Kelowna

DEVELOPMENT PLANNING



PID: 003-567-257
PLAN KAP31933 LOT A DISTRICT
LOT 138 EXCEPT PLAN 36604.

1 Site Plan - Roof
1/16" = 1'-0"

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1 2019030 ISSUED FOR DP

No.	Date	Description
		Revisions

N

NOVATION
ARCHITECTURE

302 - 2237 LECKIE ROAD
KELOWNA BC V1X 6Y5

project title

969 HARVEY AVENUE
LOT A DISTRICT LOT 138 ODVD PLAN 31933
EXCEPT PLAN 36604
KELOWNA, BRITISH COLUMBIA

project no.

1821

drawing title

SITE PLAN - ROOF

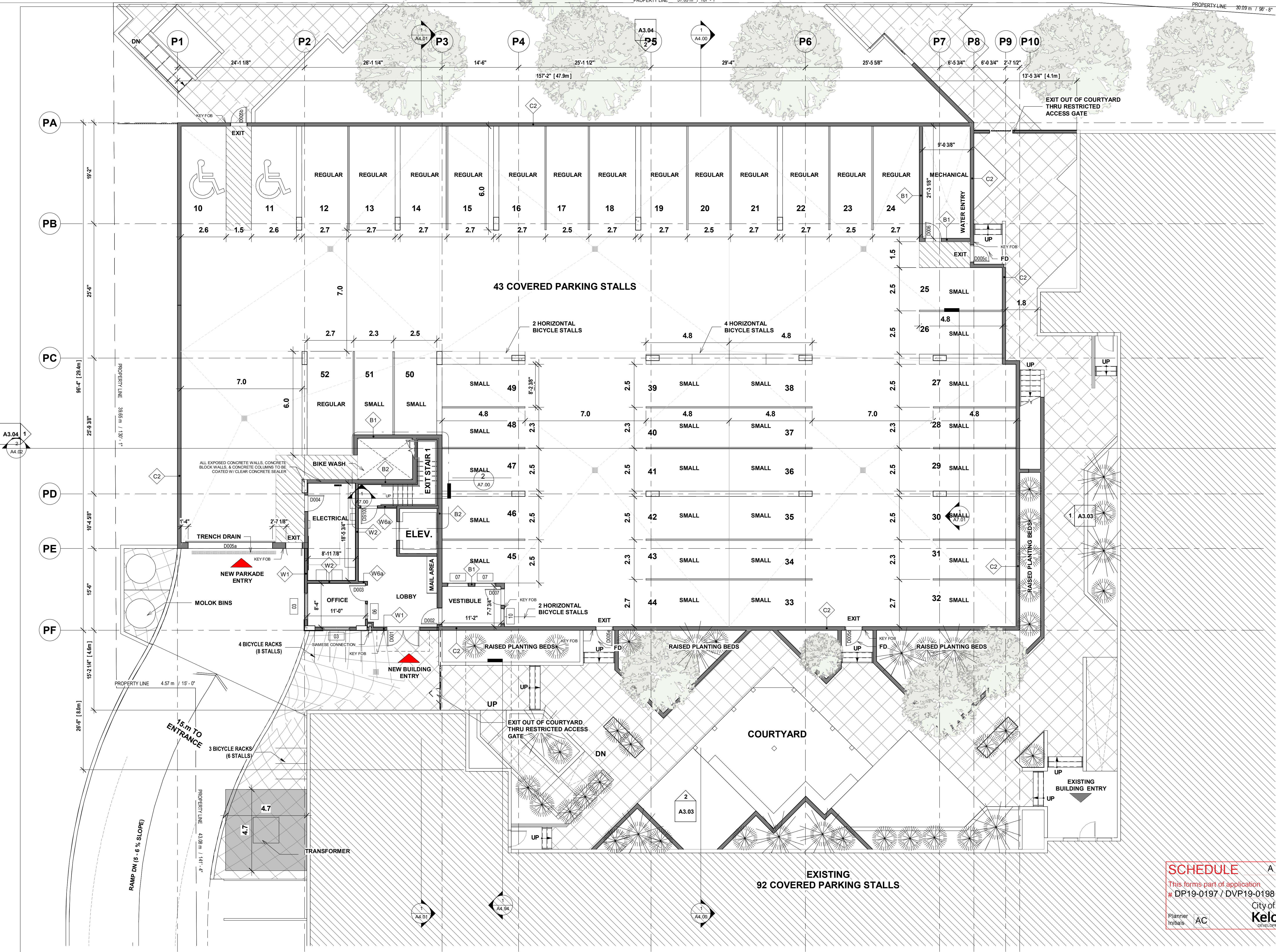
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drawn	BD		
checked	PS		

drawing no.

A1.02

plotted

2020-10-06 11:26:25 AM



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3	20200824	RE-ISSUED FOR DP	
1	20190930	ISSUED FOR DP	

No. Date Description Revisions

N

NOVATION
ARCHITECTURE
302 - 2237 LECKIE ROAD
KELOWNA BC V1X 6Y5

project title
969 HARVEY AVENUE
LOT A DISTRICT LOT 138 ODVD PLAN 31933
EXCEPT PLAN 36604
KELOWNA, BRITISH COLUMBIA

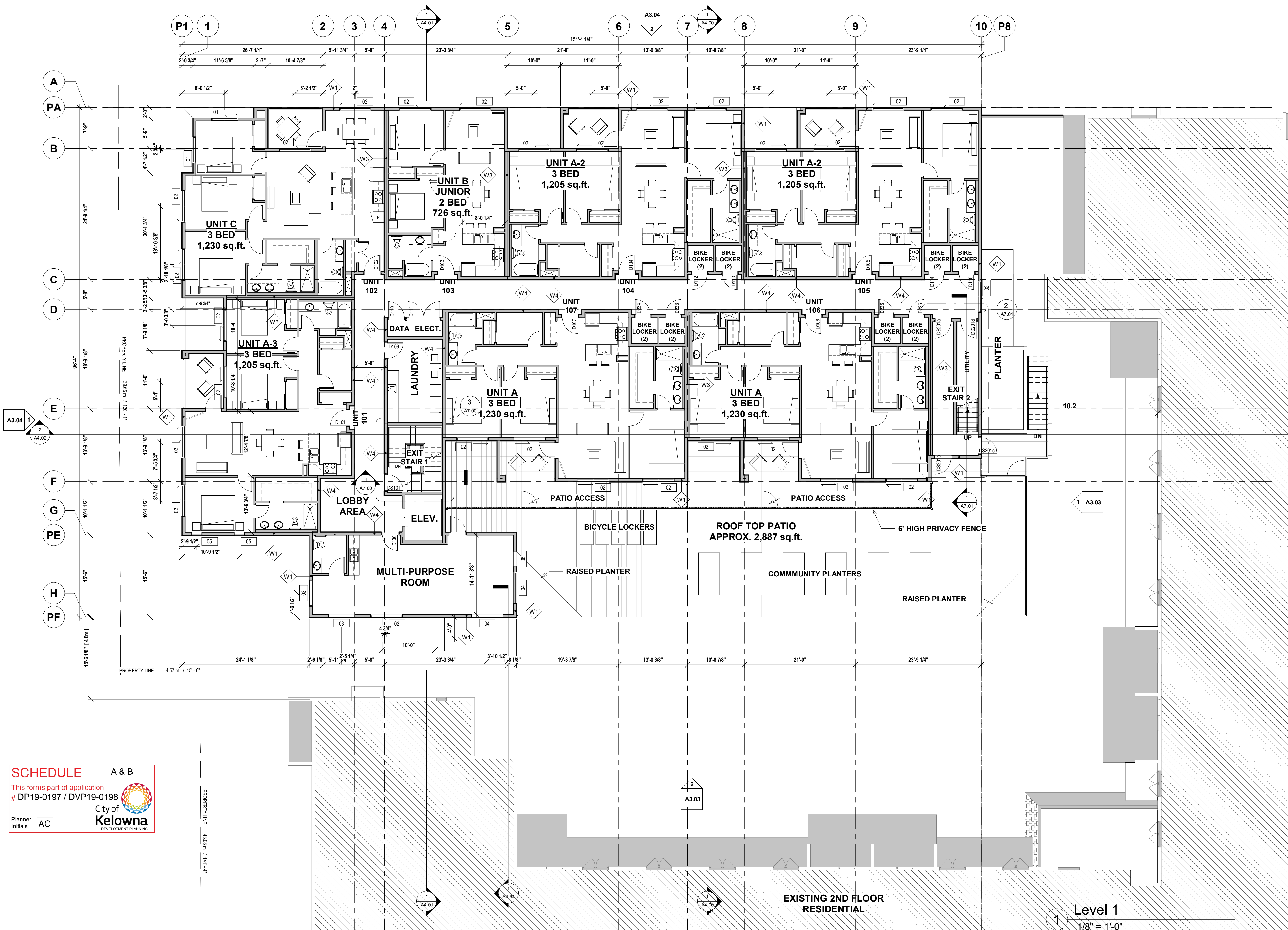
project no. 1821

drawing title
PARKADE FLOOR PLAN

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drawn	BD		
checked	PS		
drawing no.	A2.01		
plotted	2020-10-06 11:26:49 AM		

SCHEDULE A & B
This forms part of application
DP19-0197 / DVP19-0198
Planner Initials AC

City of Kelowna
SCHEDULEMENT PLANNING



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Planner
Initials AC

A & B

City of
Kelowna
DEVELOPMENT PLANNING

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12019030ISSUED FOR DP

No.	Date	Description
		Revisions

N

NOVATION
ARCHITECTURE

302 - 2237 LECKIE ROAD
KELOWNA BC V1X 6Y5

project title

969 HARVEY AVENUE
LOT A DISTRICT LOT 138 OYD PLAN 31933
EXCEPT PLAN 36604
KELOWNA, BRITISH COLUMBIA

project no.

1821

drawing title

LEVEL 1 FLOOR PLAN

designed	PS	scale	1/8" = 1'-0"
drawn	BD		
checked	PS		

drawing no.

1

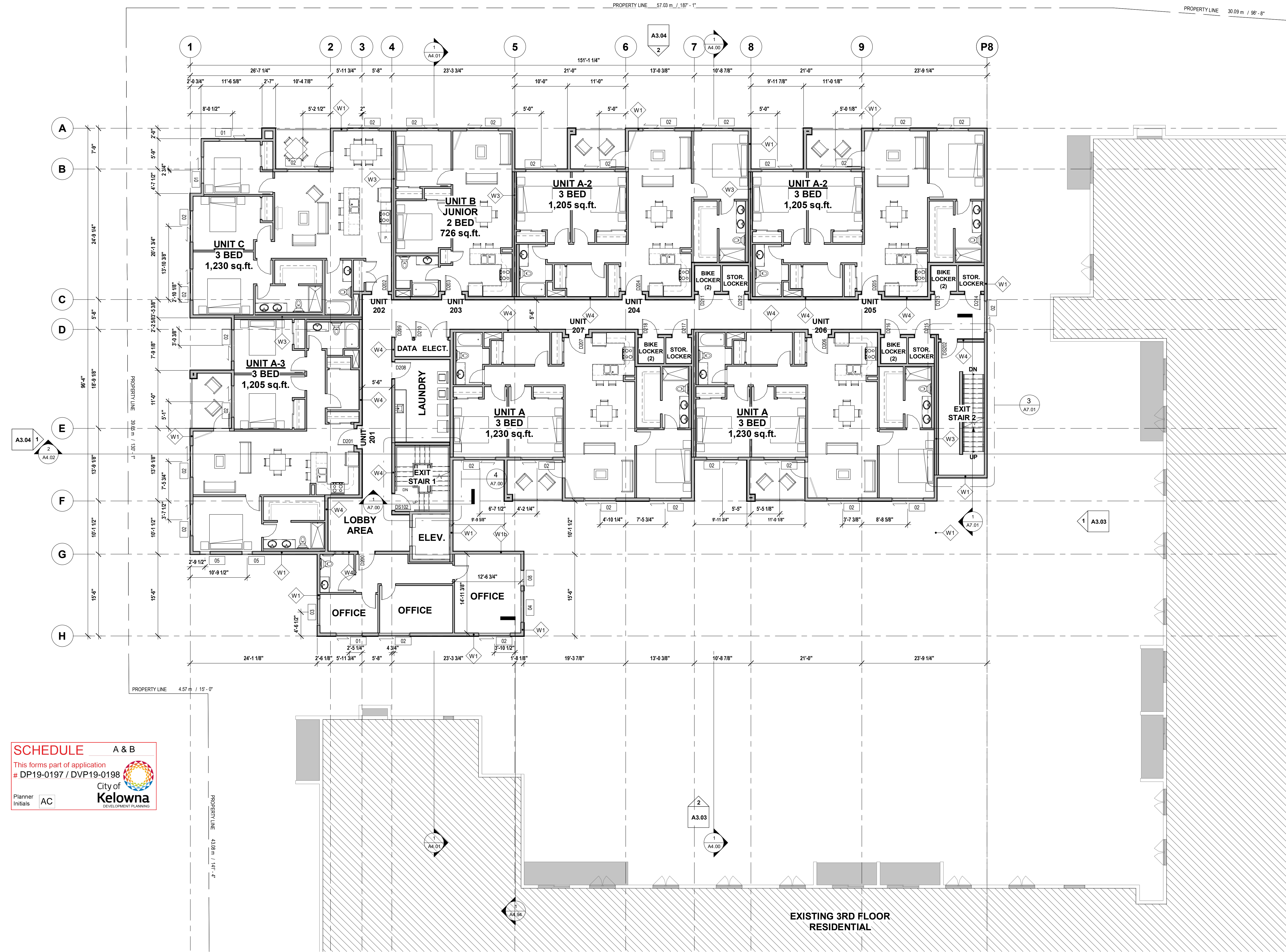
Level 1

1/8" = 1'-0"

A2.02

plotted

2020-10-06 11:26:53 AM



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City of Kelowna

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3

20200824

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1

20190930

ISSUED FOR DP

No.

Date

Description

Revisions

N

NOVATION

ARCHITECTURE

302 - 2237 LECKIE ROAD

KELOWNA BC V1X 6Y5

project title

969 HARVEY AVENUE

LOT A DISTRICT LOT 138 ODDY PLAN 31933

EXCEPT PLAN 36604

KELOWNA, BRITISH COLUMBIA

project no.

1821

drawing title

LEVEL 2 FLOOR PLAN

designed

PS

scale

1/8" = 1'-0"

drawn

BD

checked

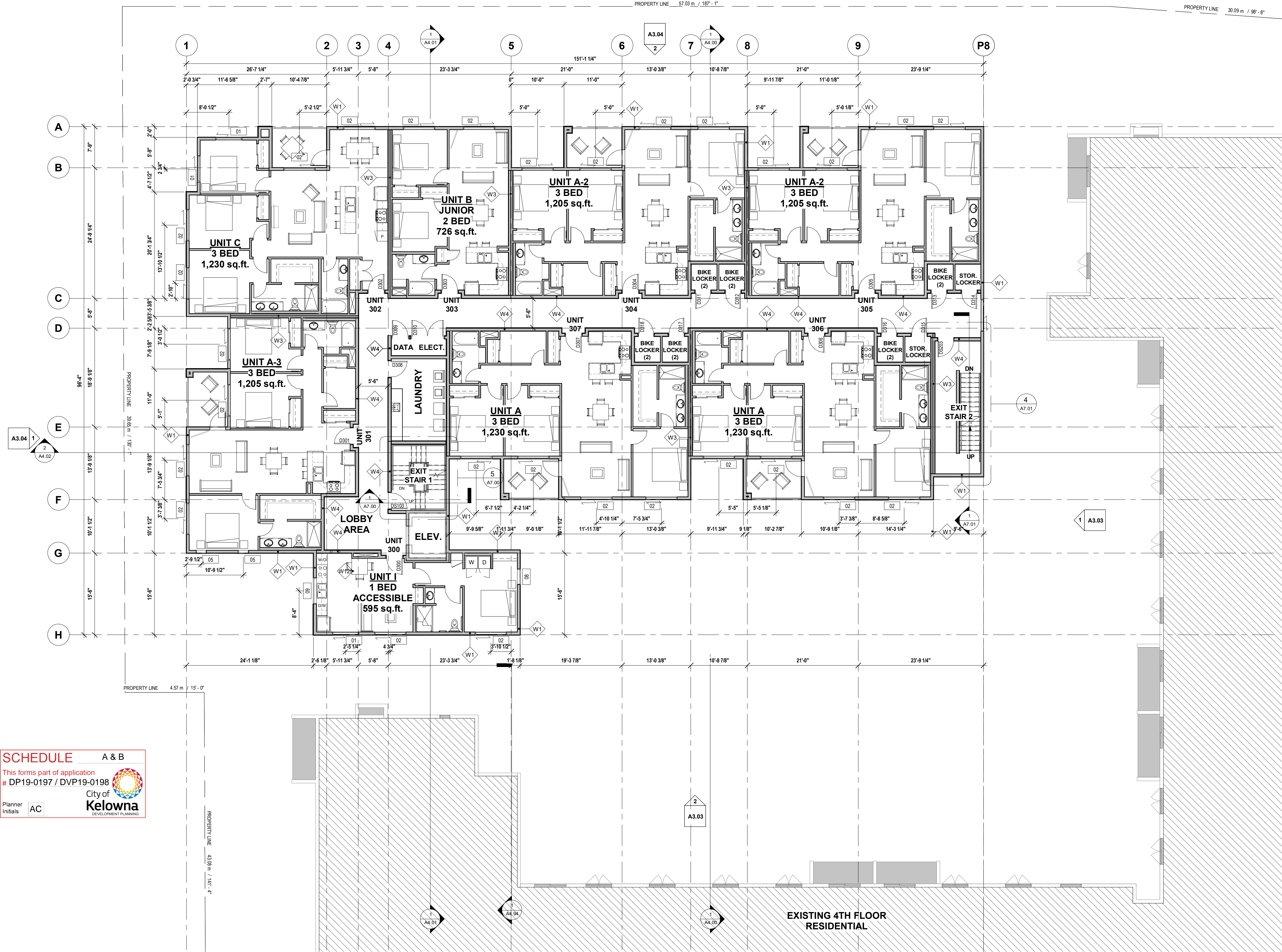
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drawing no.

A2.03

plotted

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City of Kelowna
DEVELOPMENT PLANNING

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No.	Date	Description
Revisions		

NOVATION

ARCHITECTURE

302 - 2237 LECKIE ROAD
KELOWNA BC V1X 6Y5

project title

969 HARVEY AVENUE
LOT A DISTRICT LOT 138 OYD PLAN 31933
EXCEPT PLAN 36604
KELOWNA, BRITISH COLUMBIA

project no.

1821

drawing title

LEVEL 3 FLOOR PLAN

designed	PS	scale	1/8" = 1'-0"
drawn	BD		
checked	PS		
drawing no.			

A2.04

plotted

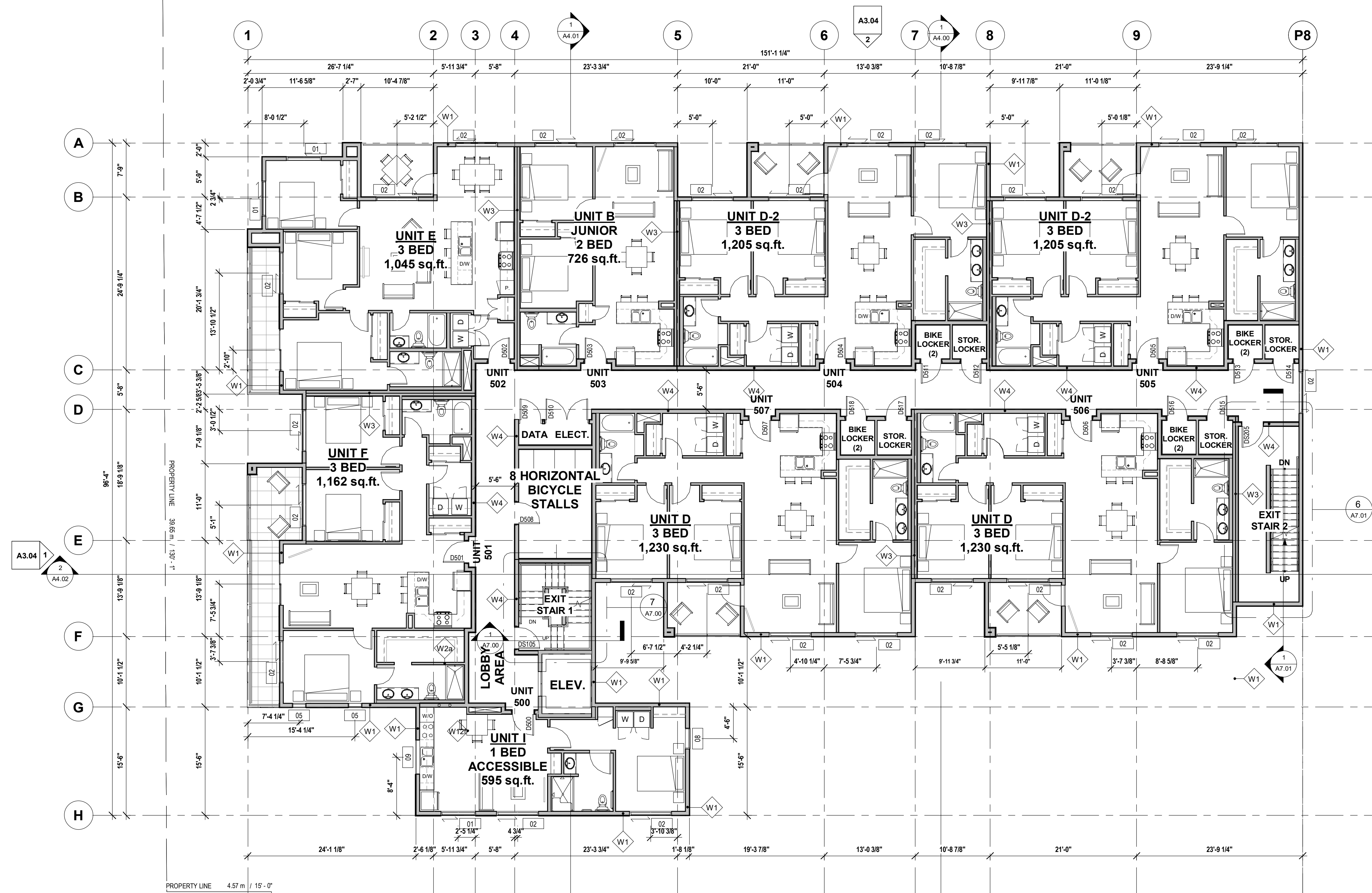
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59

PROPERTY LINE 57.03 m / 187' - 1"

PROPERTY LINE 30.09 m / 98' - 8"



SCHEDULE

This forms part of application

DP19-0197 / DVP19-0198

Planner Initials AC

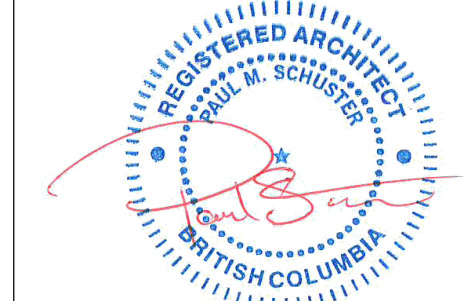
A & B

City of Kelowna

DEVELOPMENT PLANNING

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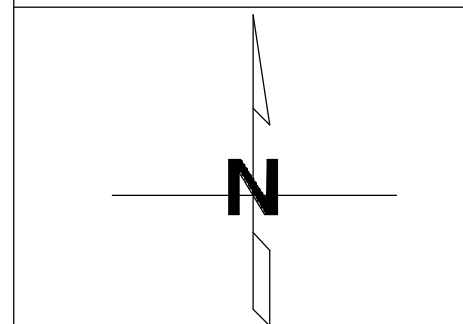
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1	20190930	ISSUED FOR DP
Revisions		



302 - 2237 LECKIE ROAD
KELOWNA BC V1X 6Y5

project title
969 HARVEY AVENUE
LOT A DISTRICT LOT 138 OYD PLAN 31933
EXCEPT PLAN 36604
KELOWNA, BRITISH COLUMBIA

project no. 1821

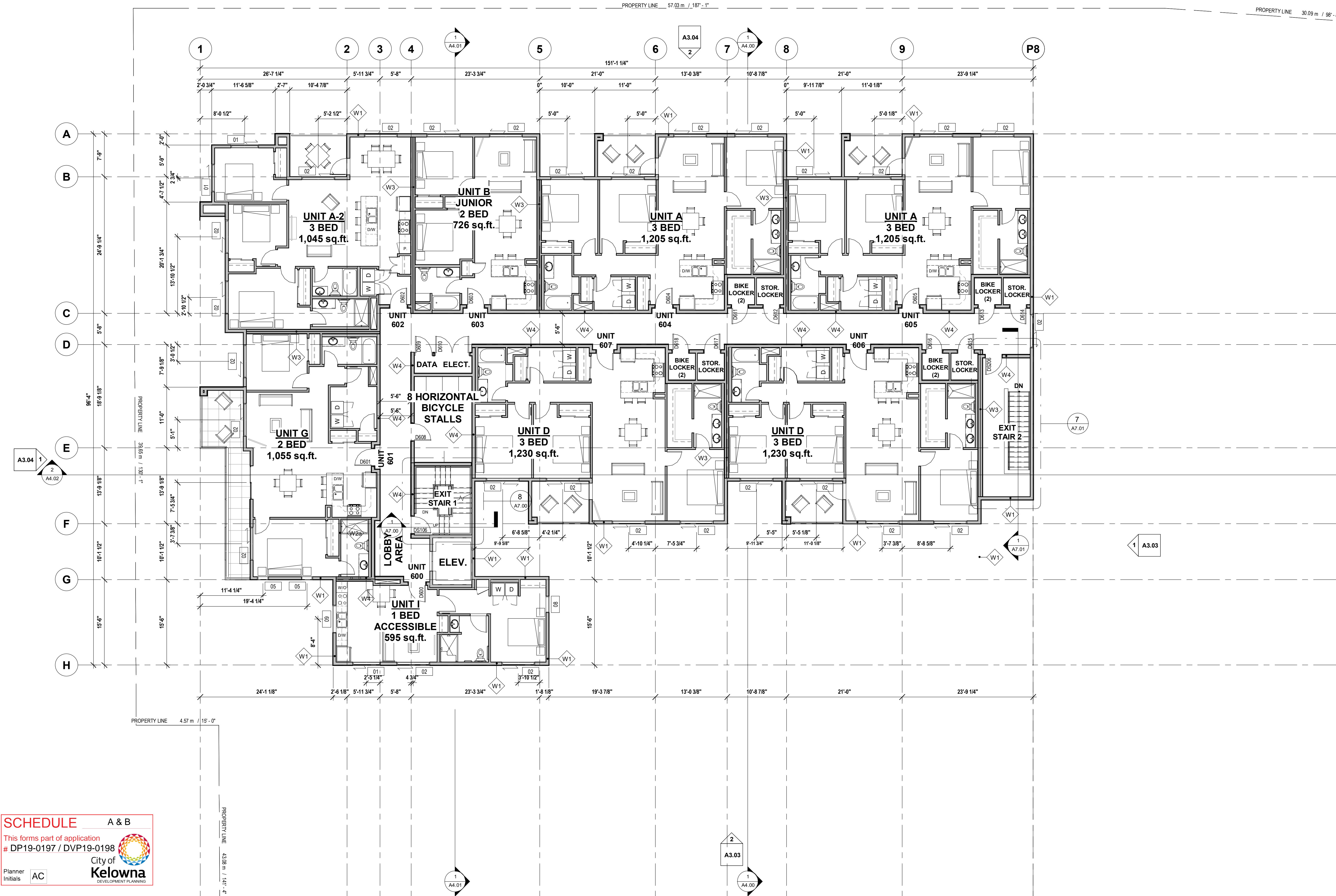
drawing title
LEVEL 5 FLOOR PLAN

designed	PS	scale	1/8" = 1'-0"
drawn	BD		
checked	PS		

drawing no.

A2.06

plotted 2020-10-06 11:27:11 AM



SCHEDULE

This forms part of application

DP19-0197 / DVP19-0198

Planner Initials AC

A & B

City of Kelowna

DEVELOPMENT PLANNING

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4 20201006 RE-ISSUED FOR DP

3 20200824 RE-ISSUED FOR DP

1 20190930 ISSUED FOR DP

No.	Date	Description
Revisions		

N

NOVATION ARCHITECTURE

302 - 2237 LECKIE ROAD
KELOWNA BC V1X 6Y5

project title

969 HARVEY AVENUE
LOT A DISTRICT LOT 138 ODDY PLAN 31933
EXCEPT PLAN 36604
KELOWNA, BRITISH COLUMBIA

project no.

1821

drawing title

LEVEL 6 FLOOR PLAN

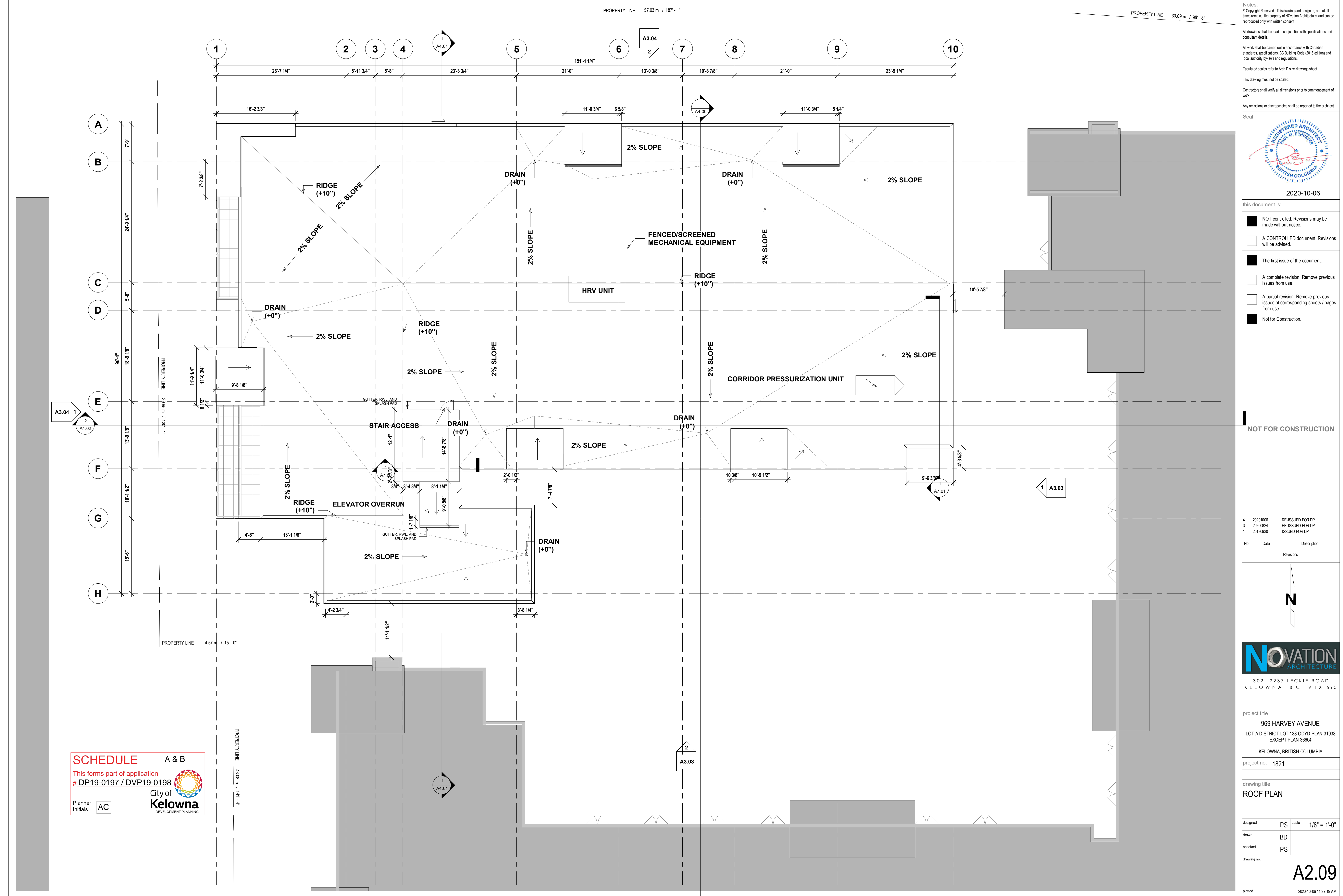
designed	PS	scale	1/8" = 1'-0"
drawn	BD		
checked	PS		

drawing no.

A2.07

plotted

2020-10-06 11:27:16 AM



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No.	Date	Description
4	20201006	RE-ISSUED FOR DP
3	20200824	RE-ISSUED FOR DP
1	20190930	ISSUED FOR DP

No. Date Description

Revisions

NOVATION
ARCHITECTURE
302 - 2237 LECKIE ROAD
KELOWNA BC V1X 6Y5

project title
969 HARVEY AVENUE
LOT A DISTRICT LOT 138 ODD PLAN 31933
EXCEPT PLAN 36604
KELOWNA, BRITISH COLUMBIA

project no. 1821

drawing title
ROOF PLAN

designed	PS	scale	1/8" = 1'-0"
drawn	BD		
checked	PS		

drawing no. **A2.09**

plotted 2020-10-06 11:27:19 AM

SCHEDULE

A & B

This forms part of application

DP19-0197 / DVP19-0198

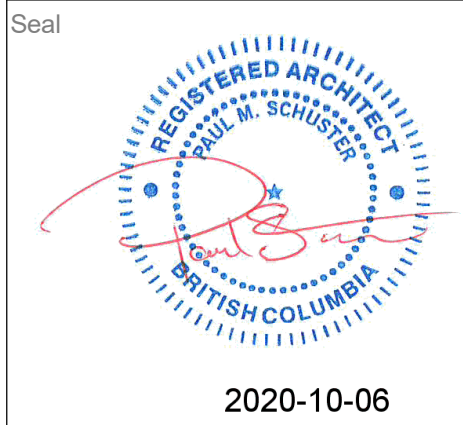
Planner Initials

AC

City of Kelowna

DEVELOPMENT PLANNING

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No.	Date	Description	Revisions
4	20201006	RE-ISSUED FOR DP	
3	20200824	RE-ISSUED FOR DP	
1	20190930	ISSUED FOR DP	



302 - 2237 LECKIE ROAD
KELOWNA BC V1X 6V5

project title
969 HARVEY AVENUE
LOT A DISTRICT LOT 138 OYD PLAN 31933
EXCEPT PLAN 36604

KELOWNA, BRITISH COLUMBIA

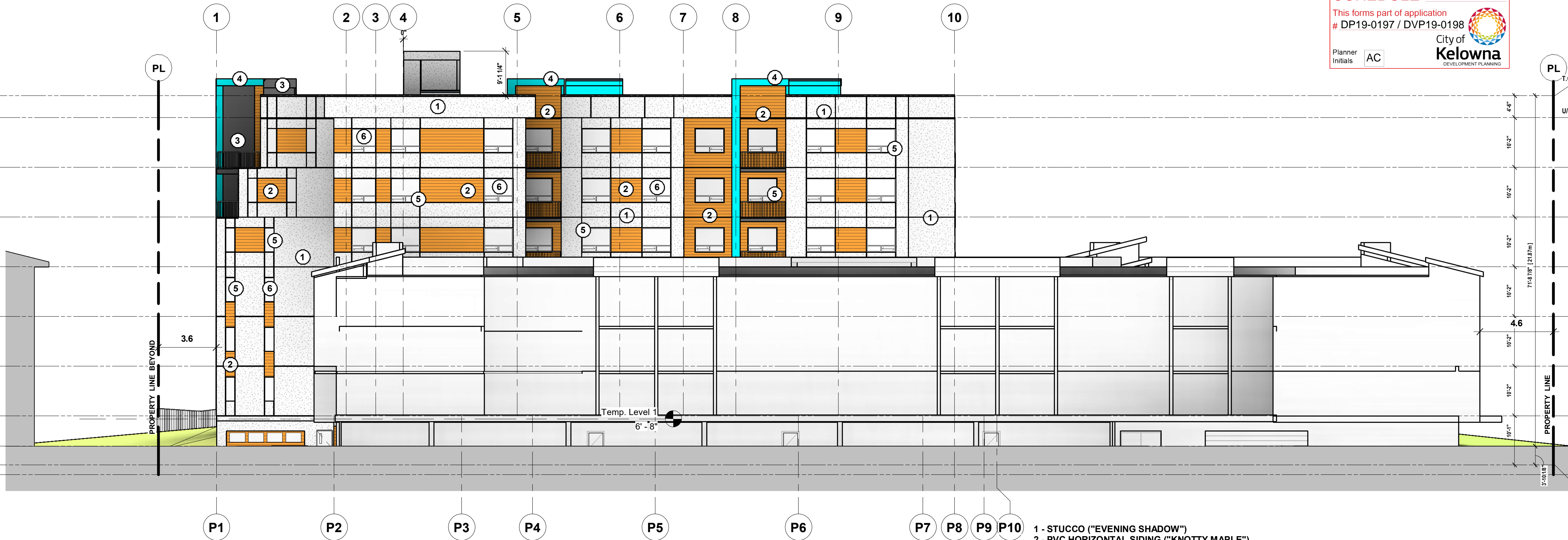
project no. 1821

drawing title
ELEVATIONS

designed	PS	scale	3/32" = 1'-0"
drawn	BD		
checked	PS		
drawing no.			

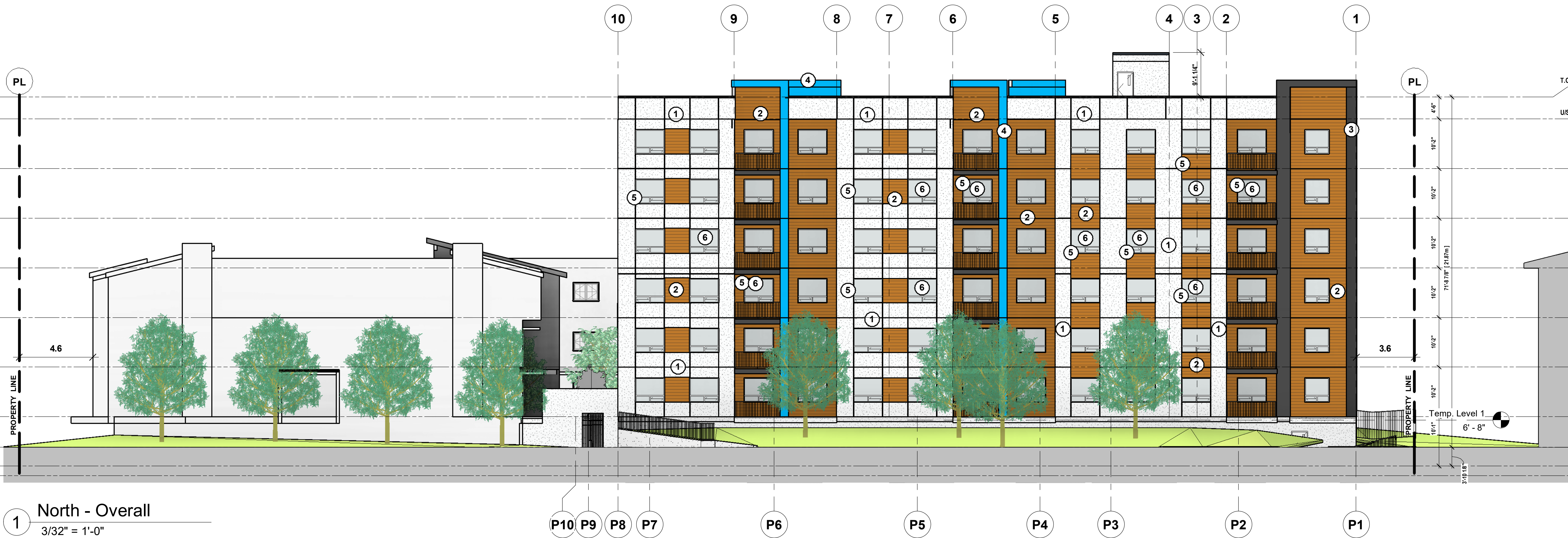
A3.00

plotted 2020-10-06 11:27:58 AM



2 South - Overall
3/32" = 1'-0"

- 1 - STUCCO ("EVENING SHADOW")
- 2 - PVC HORIZONTAL SIDING ("KNOTTY MAPLE")
- 3 - FIBRE CEMENT BOARD ("METALLIC BLACK")
- 4 - FIBRE CEMENT BOARD ("DYNAMIC BLUE")
- 5 - WHITE VINYL FRAMES
- 6 - CLEAR GLAZING



1 North - Overall
3/32" = 1'-0"

SCHEDULE

A & B

This forms part of application

DP19-0197 / DVP19-0198

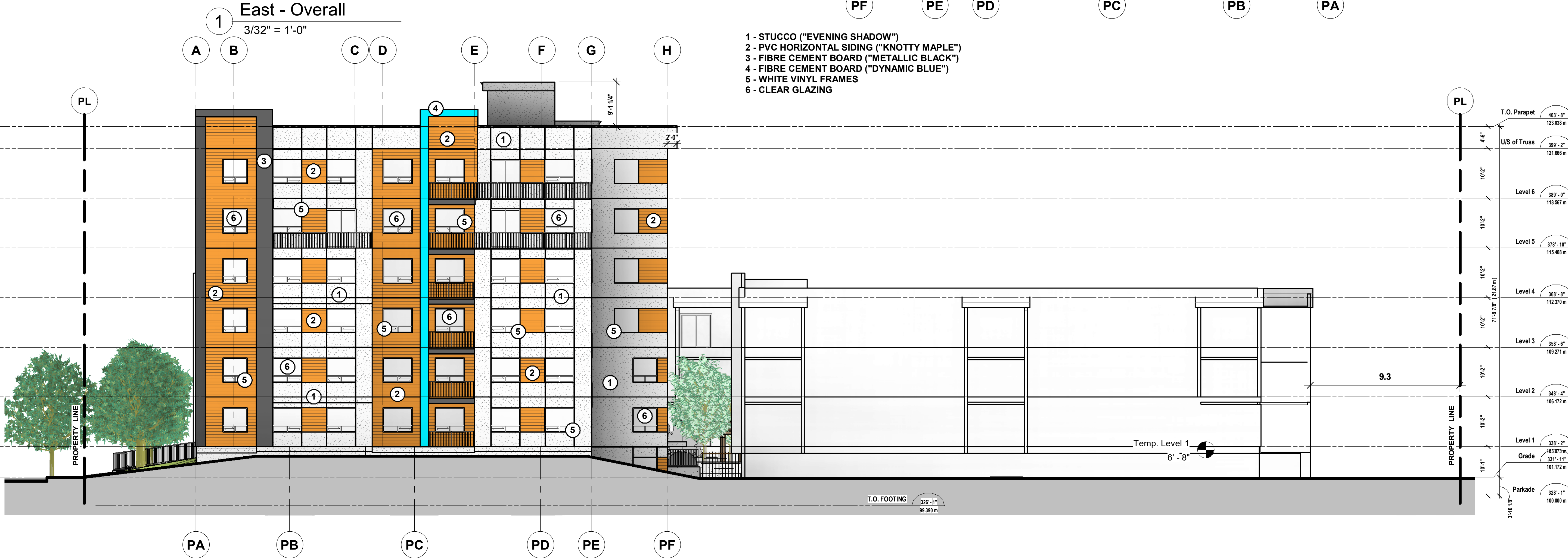
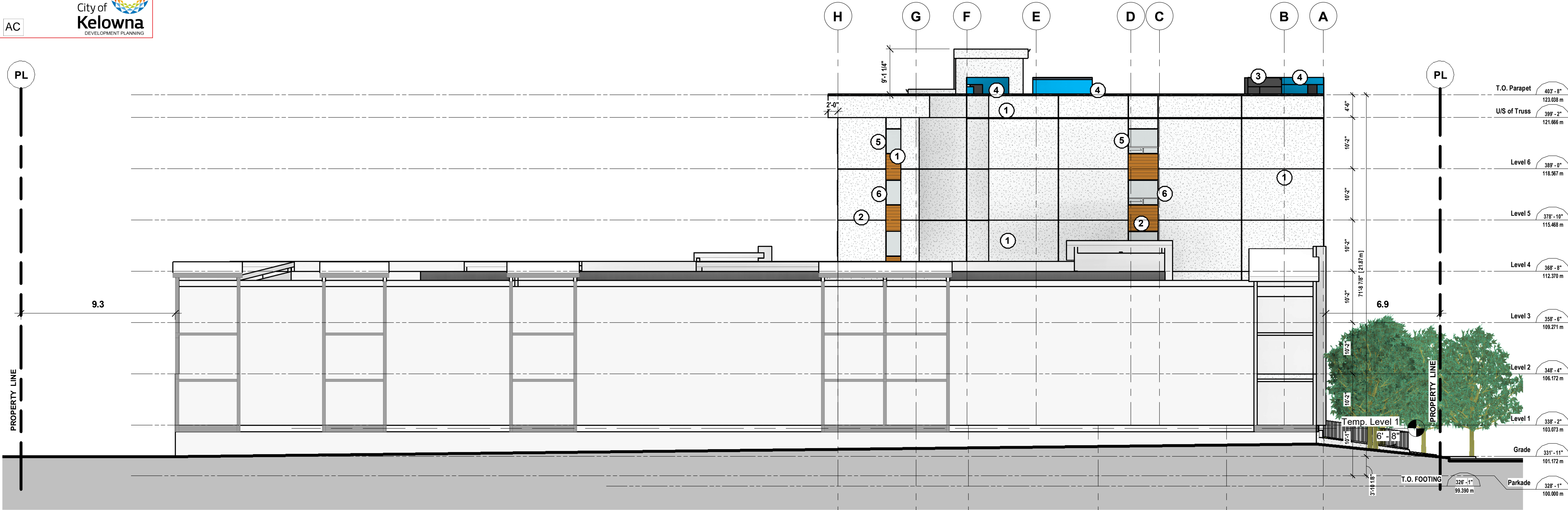
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Initials

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City of Kelowna

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420201006RE-ISSUED FOR DP

32020824RE-ISSUED FOR DP

12019030ISSUED FOR DP

No.

Date

Description

Revisions

302 - 2237 LECKIE ROAD
KELOWNA BC V1X 6Y5

project title

969 HARVEY AVENUE
LOT A DISTRICT LOT 138 ODYD PLAN 31933
EXCEPT PLAN 36604
KELOWNA, BRITISH COLUMBIA

project no.

1821

drawing title

ELEVATIONS

designed

PS

scale

3/32" = 1'-0"

drawn

BD

checked

PS

drawing no.

A3.01

plotted

2020-10-06 11:28:33 AM

SCHEDULE

A & B

This forms part of application

DP19-0197 / DVP19-0198

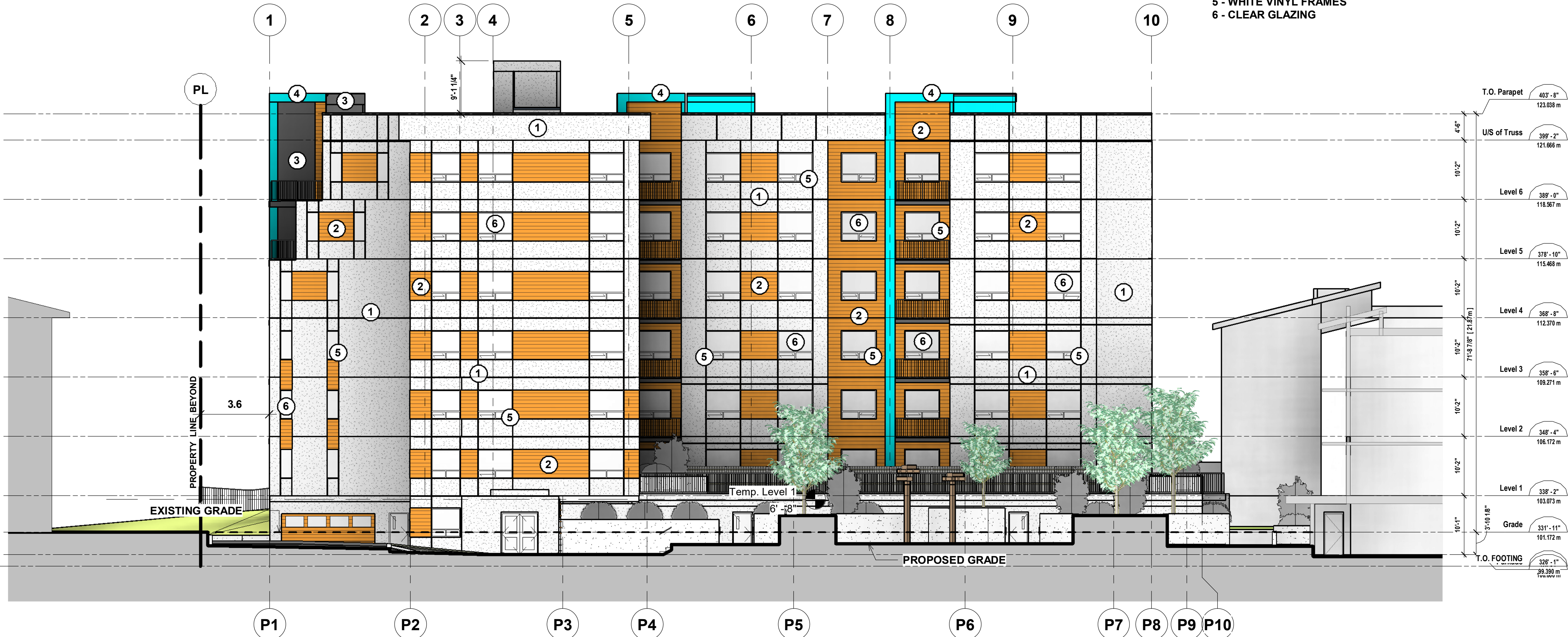
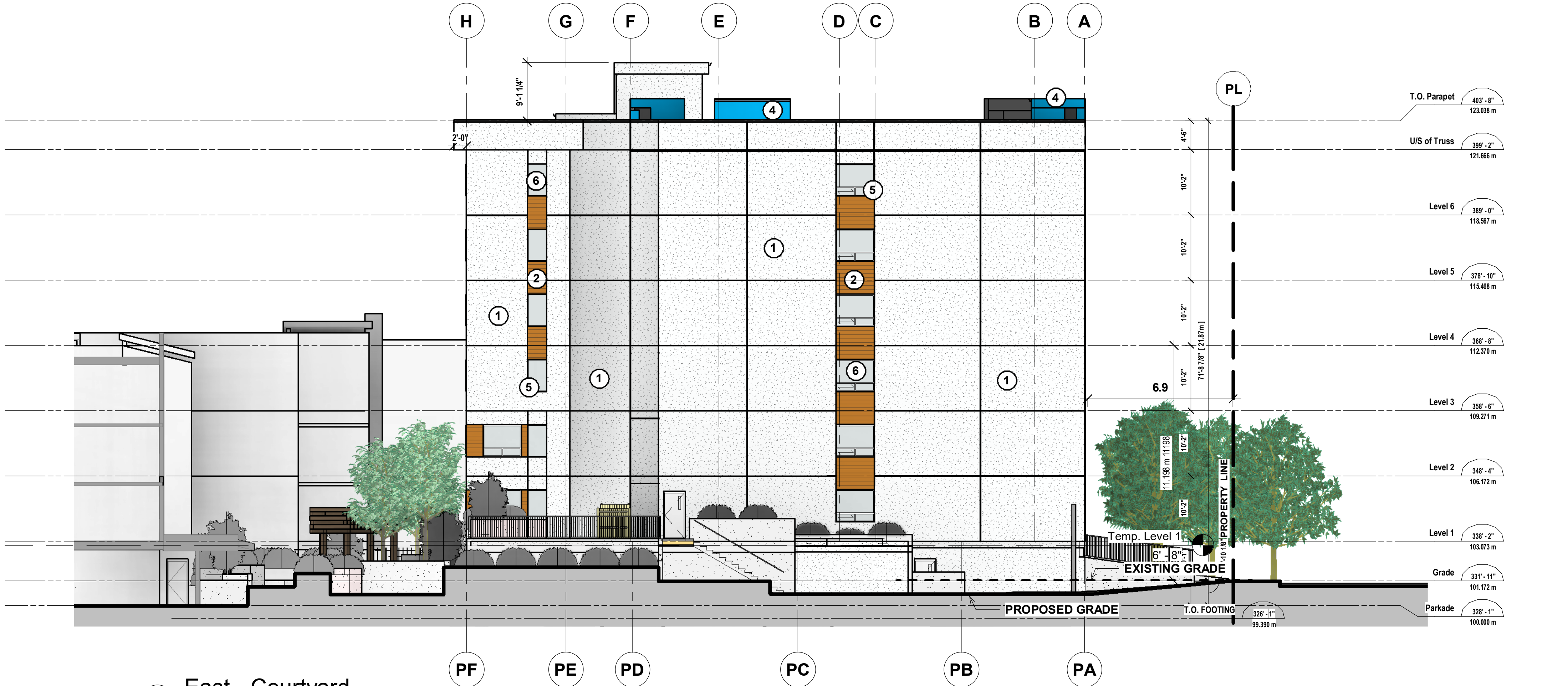
Planner

Initials

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City of Kelowna

DEVELOPMENT PLANNING



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32020824RE-ISSUED FOR DP

12019030ISSUED FOR DP

No.	Date	Description	Revisions
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NOVATION

ARCHITECTURE

302 - 2237 LECKIE ROAD

KELOWNA BC V1X 6Y5

project title

969 HARVEY AVENUE

LOT A DISTRICT LOT 138 OYD PLAN 31933

EXCEPT PLAN 36604

KELOWNA, BRITISH COLUMBIA

project no.

1821

drawing title

ELEVATIONS

designed	PS	scale	3/32" = 1'-0"
drawn	BD		
checked	PS		

drawing no.

A3.02

plotted

2020-10-06 11:29:03 AM

SCHEDULE

A & B

This forms part of application

DP19-0197 / DVP19-0198

Planner Initials

AC

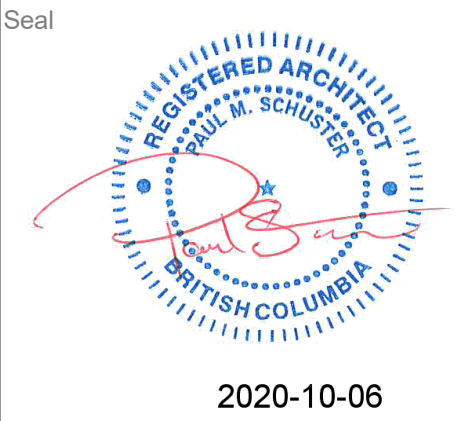
City of Kelowna

DEVELOPMENT PLANNING



1 Building Section A
1/8" = 1'-0"

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3	20200824	RE-ISSUED FOR DP
1	20190930	ISSUED FOR DP
No.	Date	Description
Revisions		



project title
969 HARVEY AVENUE
LOT A DISTRICT LOT 138 ODVD PLAN 31933
EXCEPT PLAN 36604
KELOWNA, BRITISH COLUMBIA

project no. 1821

drawing title
BUILDING SECTIONS

designed	PS	scale	1/8" = 1'-0"
drawn	BD		
checked	PS		

drawing no.
A4.00

plotted 2020-10-06 11:29:09 AM

SCHEDULE

A & B

This forms part of application

DP19-0197 / DVP19-0198

Planner

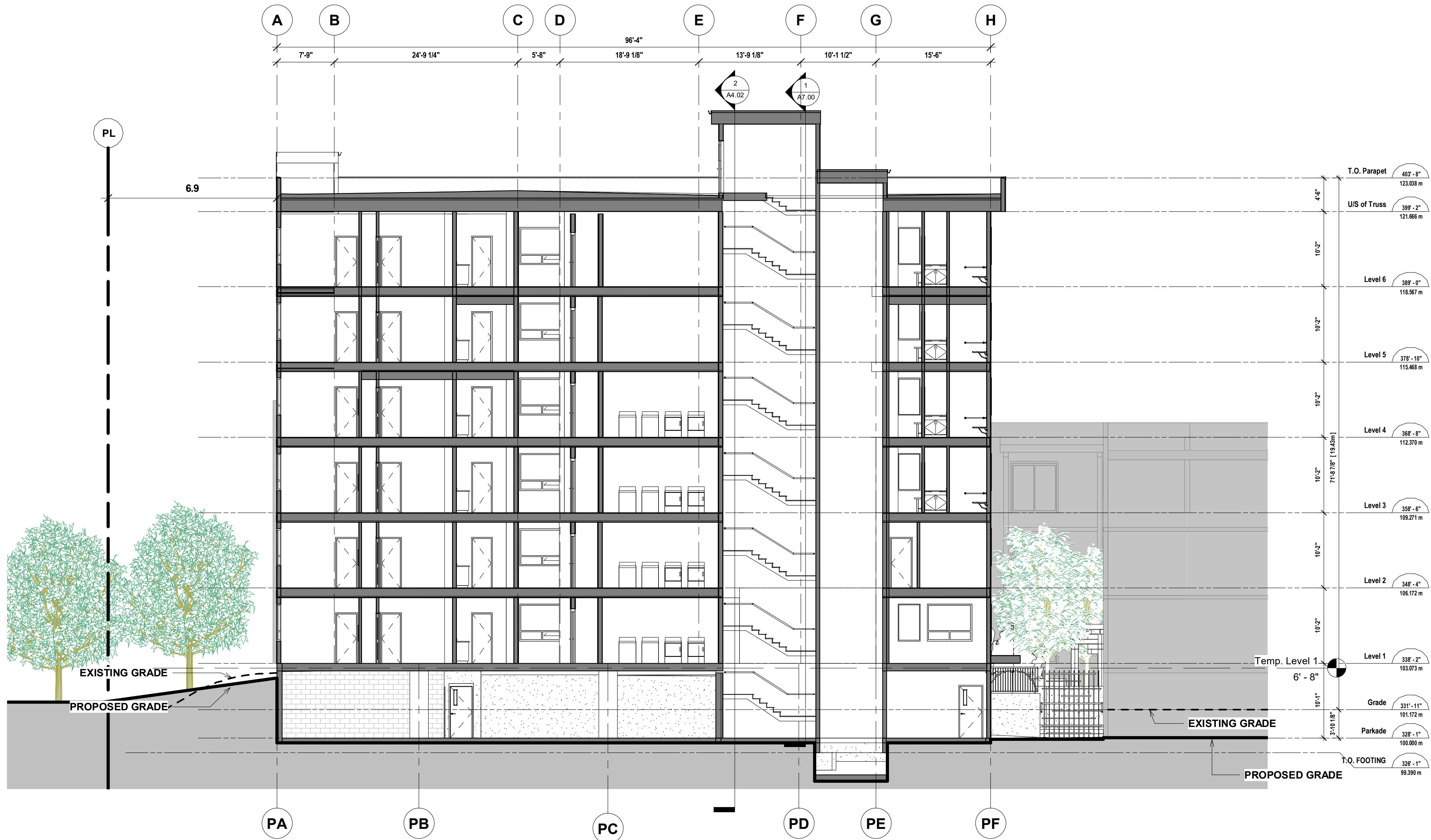
Initials

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City of

Kelowna

DEVELOPMENT PLANNING



1 Building Section B
1/8" = 1'-0"

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4 20201006 RE-ISSUED FOR DP

3 20200824 RE-ISSUED FOR DP

No. Date Description

Revisions

NOVATION
ARCHITECTURE

302 - 2237 LECKIE ROAD
KELOWNA BC V1X 6Y5

project title

969 HARVEY AVENUE
LOT A DISTRICT LOT 138 ODVD PLAN 31933
EXCEPT PLAN 36604
KELOWNA, BRITISH COLUMBIA

project no.

1821

drawing title

BUILDING SECTIONS

designed

PS

scale

1/8" = 1'-0"

drawn

BD

checked

PS

drawing no.

A4.01

plotted

2020-10-06 11:29:14 AM

A & B

DP19-0197 / DVP19-0198

Planner Initials AC

City of Kelowna
DEVELOPMENT PLANNING




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20201006	RE-ISSUED FOR DP
20200824	RE-ISSUED FOR DP
20190930	ISSUED FOR DP

No.	Date	Description
Revisions		



302 - 2237 LECKIE ROAD
K E L O W N A B C V 1 X 6 Y 5

project title
969 HARVEY AVENUE
LOT A DISTRICT LOT 138 ODYD PLAN 31933
EXCEPT PLAN 36604

KELOWNA, BRITISH COLUMBIA

DAYLIGHTING STANDARD

designed	PS	scale	1/8" = 1'-0"
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FRAN	BD	
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checked	PS	
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Drawing no.

A4.02

2020-10-06 11:29:20 AM



OUTLAND DESIGN
LANDSCAPE ARCHITECTURE

Monday, October 26, 2020

969 Harvey Avenue

Novation Architecture
302-2237 Leckie Rd.
Kelowna, BC V1X 6Y5

Attn: Brandon Dobroskay, Intern Architect
Via email to: brandon@novationarchitecture.com

Re: 969 Harvey Avenue, Kelowna BC – Preliminary Cost Estimate for Bonding

Dear Brandon:

Please be advised of the following preliminary cost estimate for bonding of the proposed landscape works shown in the 969 Harvey Avenue conceptual landscape plan dated 20.10.26;


- On-site Improvements: 1,659 square meters (17,857 square feet) = \$199,412.00

This preliminary cost estimate is inclusive of trees, shrubs, turf, mulch, topsoil, irrigation, hardscape, bike racks & site furnishings.

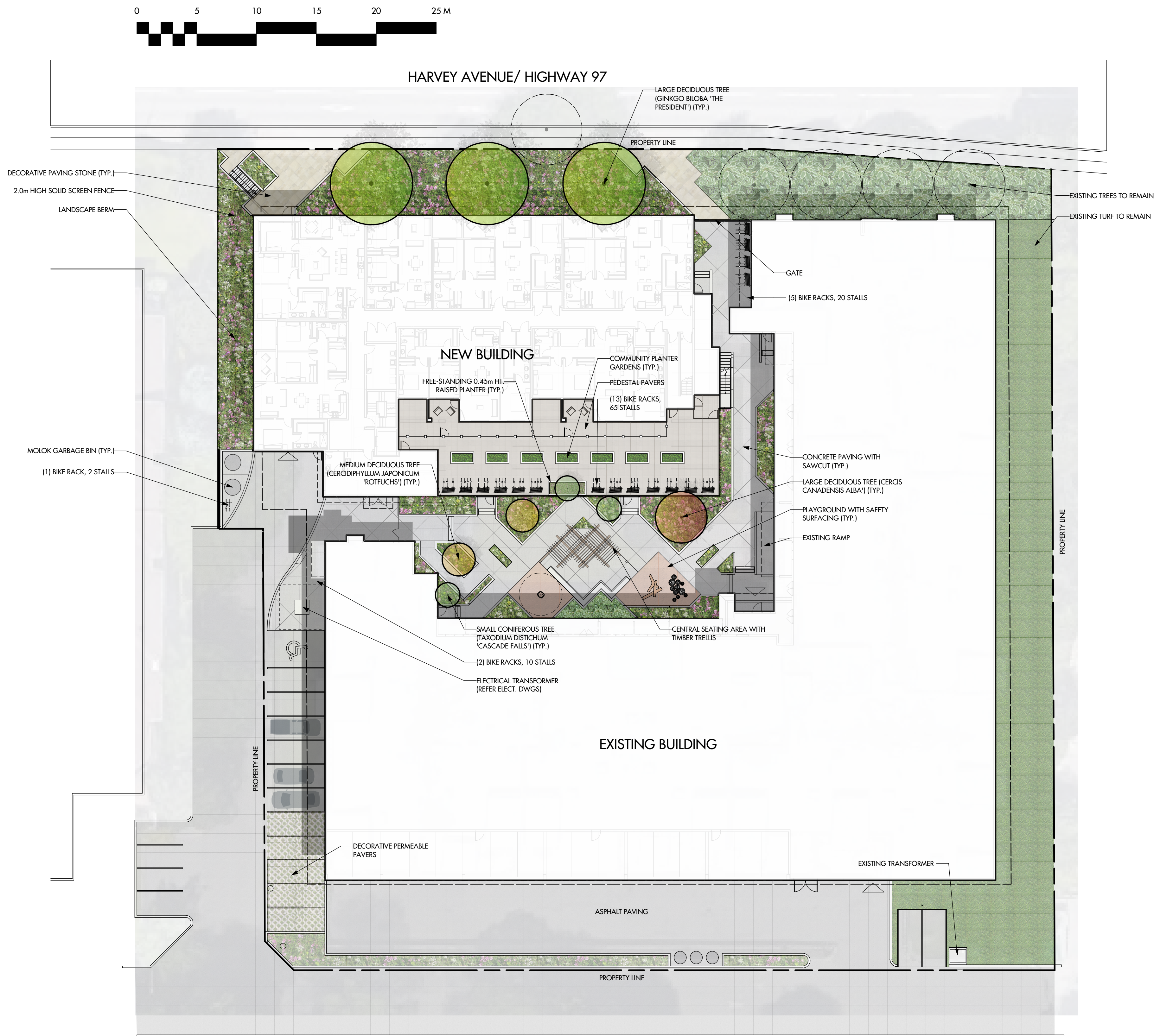
You will be required to submit a performance bond to the City of Kelowna in the amount of 125% of the preliminary cost estimate. Please do not hesitate to contact me with any questions about the landscape plan.

Best regards,

Fiona Barton, MBCSLA, CSLA
as per
Outland Design Landscape Architecture

SCHEDULE		C
This forms part of application # DP19-0197 / DVP19-0198		
Planner Initials	AC	 City of Kelowna <small>DEVELOPMENT PLANNING</small>

303-590 KLO Road, Kelowna, BC, V1Y 7S2P 250.868.9270
outlanddesign.ca



SCHEDULE C

This forms part of application
DP19-0197 / DVP19-0198

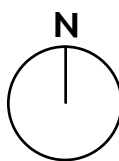
Planner Initials AC

City of Kelowna
DEVELOPMENT PLANNING



OUTLAND DESIGN
LANDSCAPE ARCHITECTURE

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



PROJECT TITLE

969 HARVEY AVENUE

Kelowna, BC

DRAWING TITLE

CONCEPTUAL LANDSCAPE PLAN

ISSUED FOR / REVISION		
1	19.09.11	Review
2	19.09.16	Development Permit
3	20.10.26	Development Permit
4		
5		

PROJECT NO.	19-078
DESIGN BY	FB
DRAWN BY	JW/WC
CHECKED BY	FB
DATE	OCT. 26, 2020
SCALE	1:250
PAGE SIZE	24"x36"

SEAL



DRAWING NUMBER

L1/2

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NOTES

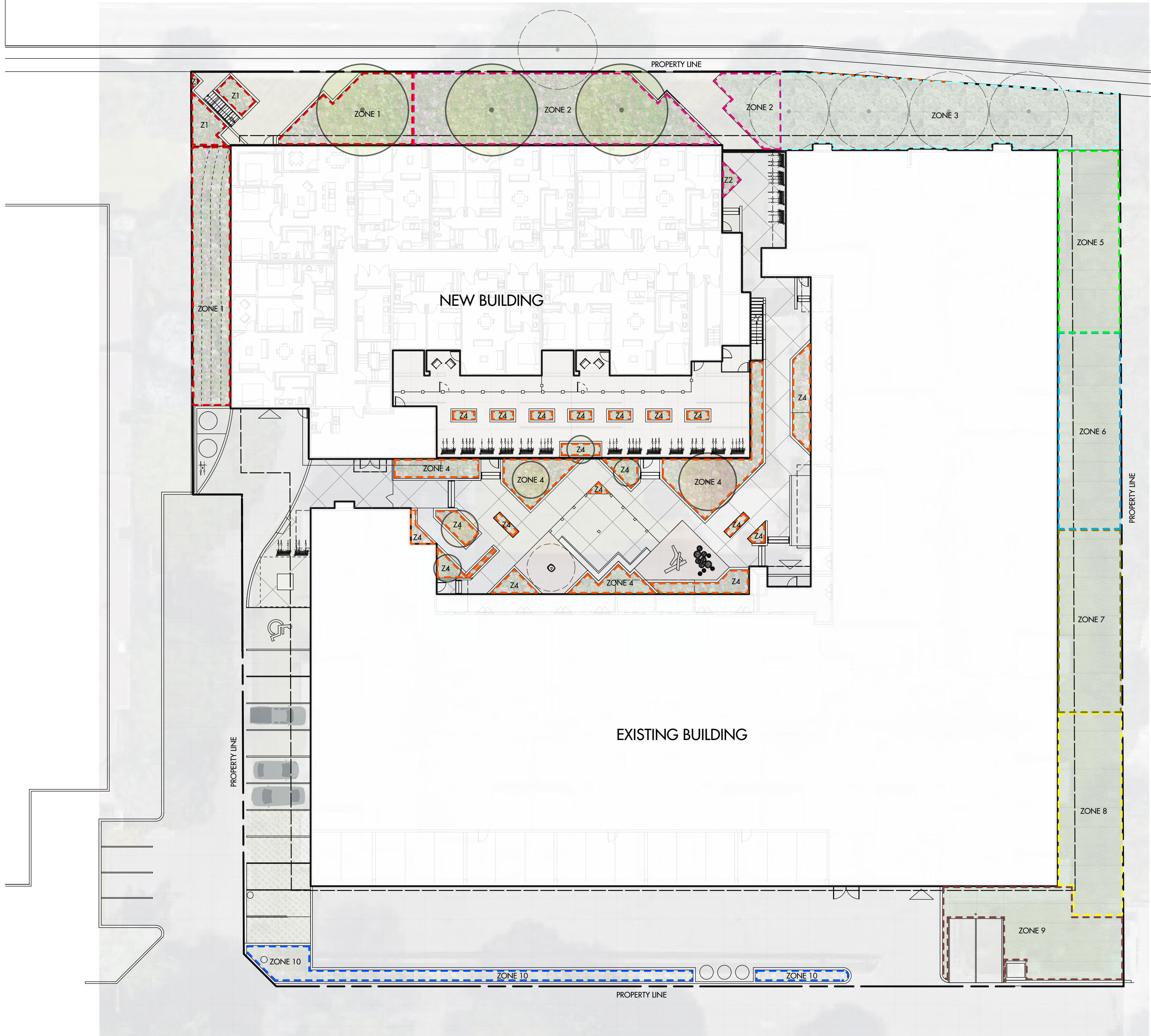
1. PLANT MATERIAL AND CONSTRUCTION METHODS SHALL MEET OR EXCEED THE CANADIAN LANDSCAPE STANDARDS & CITY OF KELOWNA ZONING BYLAW 7900.
2. ALL SOFT LANDSCAPE AREAS SHALL BE WATERED BY A FULLY AUTOMATIC TIMED UNDERGROUND IRRIGATION SYSTEM.
3. TREE AND SHRUB BEDS TO BE DRESSED IN A MINIMUM 75mm WOOD MULCH, AS SHOWN ON PLANS. DO NOT PLACE WEED MAT UNDERNEATH TREE AND SHRUB BEDS.
4. TREE AND SHRUB BEDS TO RECEIVE A MINIMUM 300mm DEPTH TOPSOIL PLACEMENT. DRYLAND SEED AREAS TO RECEIVE A MINIMUM OF 50mm 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.

PLANT LIST

BOTANICAL NAME	COMMON NAME	QTY	SIZE/SPACING & REMARKS
TREES			
CERCIS CANADENSIS 'ALBA'	WHITE REDBUD	1	6cm CAL.
CERCIDIPHYLLUM JAPONICUM 'ROTFUCHS'	RED FOX KATSURA	2	6cm CAL.
GINKGO BILOBA 'THE PRESIDENT'	PRESIDENTIAL GOLD GINKGO	3	6cm CAL.
TAXODIUM DISTICHUM 'CASCADE FALLS'	CASCADE FALLS BALD CYPRESS	3	6cm CAL.
SHRUBS			
CORNUS STOLONIFERA 'FARROW'	ARCTIC FIRE DOGWOOD	32	#01 CONT. /1.0M O.C. SPACING
PHYSOCARPUS OPULIFOLIUS 'DART'S GOLD'	DART'S GOLD NINE BARK	26	#02 CONT. /1.5M O.C. SPACING
POTENTILLA FRUTICOSA 'PINK BEAUTY'	PINK BEAUTY POTENTILLA	32	#01 CONT. /1.0M O.C. SPACING
RHUS TYPHINA 'BAILTIGER'	TIGER EYES CUTTEAF STAGHORN SUMAC	18	#02 CONT. /1.75M O.C. SPACING
SAMBUCUS NIGRA 'MADONNA'	MADONNA ELDER	6	#02 CONT. /3M O.C. SPACING
SORBARIA SORBIFOLIA 'SEM'	SEM FALSE SPIREA	41	#02 CONT. /1.25M O.C. SPACING
PERENNIALS & GRASSES			
AEGOPODIUM PODAGARIA 'VAREGATUM'	BISHOP'S WEED	32	#01 CONT. /1.0 O.C. SPACING
BRIZA MEDIA	QUAKING GRASS	90	#01 CONT. /0.6M O.C. SPACING
DRYOPTERIS FILIX-MAS 'UNDULATA ROBUSTA'	ROBUST MALE FERN	58	#01 CONT. /0.75M O.C. SPACING
ERYNGIUM PLANUM 'BLUE DIAMOND'	BLUE DIAMOND SEA HOLLY	90	#01 CONT. /0.6M O.C. SPACING
HOSTA BLUE MAMMOTH	BLUE MAMMOTH HOSTA	41	#02 CONT. /1.2M O.C. SPACING
HOSTA 'WIDE BRIM'	WIDE BRIM HOSTA	32	#01 CONT. /1.0M O.C. SPACING
HECUHERA 'FROSTED VIOLET'	FROSTED VIOLET CORAL BELLS	58	#01 CONT. /0.75M O.C. SPACING
OTTO QUAST FRENCH LAVENDER	LAVANDULA STOECHAS 'OTTO QUAST'	89	#01 CONT. /0.6M O.C. SPACING
PENNISETUM ALOPECUROIDES	FOUNTAIN GRASS	32	#01 CONT. /1M O.C. SPACING
RUDBECKIA MAXIMA	GIANT CONEFLOWER	32	#01 CONT. /1M O.C. SPACING
SEDUM SIEBOLDII	OCTOBER DAPHNE STONECROP	89	#01 CONT. /0.6M O.C. SPACING
SEDUM SPUIUM 'TRICOLOUR'	TRICOLOUR STONECROP	89	#01 CONT. /0.5M O.C. SPACING
STACHYS BYZANTINA	LAMB'S EAR	129	#01 CONT. /0.6M O.C. SPACING



HARVEY AVENUE/ HIGHWAY 97



SCHEDULE

C

This forms part of application

DP19-0197 / DVP19-0198

Planner Initials

AC

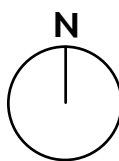
City of Kelowna

DEVELOPMENT PLANNING



OUTLAND DESIGN
LANDSCAPE ARCHITECTURE

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



PROJECT TITLE

969 HARVEY AVENUE

Kelowna, BC

DRAWING TITLE

WATER CONSERVATION
& IRRIGATION PLAN

ISSUED FOR / REVISION		
1	19.09.11	Review
2	20.10.26	Development Permit
3		
4		
5		

PROJECT NO.	19-078
DESIGN BY	FB
DRAWN BY	WC
CHECKED BY	FB
DATE	OCT. 26, 2020
SCALE	1:250
PAGE SIZE	24"x36"

SEAL



DRAWING NUMBER

L2/2

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IRRIGATION NOTES

1. IRRIGATION PRODUCTS AND INSTALLATION METHODS SHALL MEET OR EXCEED THE REQUIREMENTS OF THE WATER USE REGULATION BYLAW NO. 10480 AND THE SUPPLEMENTARY SPECIFICATIONS IN THE CITY OF KELOWNA BYLAW 7900 (PART 6, SCHEDULE 5).
2. THE IRRIGATION SYSTEM SHALL MEET THE REQUIREMENTS, REGULATIONS, AND BYLAWS OF THE WATER PURVEYOR.
3. THE IRRIGATION SYSTEM SHALL BE EQUIPPED WITH AN APPROVED BACKFLOW PREVENTION DEVICE, WATER METER, AND SHUT OFF VALVE LOCATED OUTSIDE THE BUILDING ACCESSIBLE TO THE CITY.
4. AN APPROVED SMART CONTROLLER SHALL BE INSTALLED. THE IRRIGATION SCHEDULING TIMES SHALL UTILIZE A MAXIMUM ET VALUE OF 7" / MONTH (KELOWNA JULY ET), TAKING INTO CONSIDERATION SOIL TYPE, SLOPE, AND MICROCLIMATE.
5. DRIP LINE AND EMITTERS SHALL INCORPORATE TECHNOLOGY TO LIMIT ROOT INTRUSION.
6. IRRIGATION SLEEVES SHALL BE INSTALLED TO ROUTE IRRIGATION LINES UNDER HARD SURFACES AND FEATURES.
7. IRRIGATION PIPE SHALL BE SIZED TO ALLOW FOR A MAXIMUM FLOW OF 1.5m /SEC.
8. A FLOW SENSOR AND MASTER VALVE SHALL BE CONNECTED TO THE CONTROLLER AND PROGRAMMED TO STOP FLOW TO THE SYSTEM IN CASE OF AN IRRIGATION WATER LEAK.

IRRIGATION LEGEND

<div><div></div><div>ZONE #1: HIGH EFFICIENCY SUBSURFACE DRIP IRRIGATION FOR MODERATE WATER USE PLANTING AREAS TOTAL AREA: 169 sq.m. MICROCLIMATE: NORTHWEST EXPOSURE, PARTIALLY SHADED BY TREES & BUILDING ESTIMATED ANNUAL WATER USE: 94 cu.m.</div></div>	<div><div></div><div>ZONE #5: LOW VOLUME POP-UP SPRAYHEADS FOR TURF AREAS TOTAL AREA: 99 sq.m. MICROCLIMATE: NORTHEAST EXPOSURE, PARTIALLY SHADED BY TREES & BUILDING ESTIMATED ANNUAL WATER USE: 141 cu.m.</div></div>	<div><div></div><div>ZONE #9: LOW VOLUME POP-UP SPRAYHEADS FOR TURF AREAS TOTAL AREA: 103 sq.m. MICROCLIMATE: SOUTHEAST EXPOSURE, PARTIALLY SHADED BY BUILDING ESTIMATED ANNUAL WATER USE: 147 cu.m.</div></div>
<div><div></div><div>ZONE #2: HIGH EFFICIENCY SUBSURFACE DRIP IRRIGATION FOR MODERATE WATER USE PLANTING AREAS TOTAL AREA: 205 sq.m. MICROCLIMATE: NORTHWEST EXPOSURE, PARTIALLY SHADED BY TREES & BUILDING ESTIMATED ANNUAL WATER USE: 114 cu.m.</div></div>	<div><div></div><div>ZONE #6: LOW VOLUME POP-UP SPRAYHEADS FOR TURF AREAS TOTAL AREA: 98 sq.m. MICROCLIMATE: NORTHEAST EXPOSURE, PARTIALLY SHADED BY TREES & BUILDING ESTIMATED ANNUAL WATER USE: 140 cu.m.</div></div>	<div><div></div><div>ZONE #10: HIGH EFFICIENCY SUBSURFACE DRIP IRRIGATION FOR MODERATE WATER USE PLANTING AREAS TOTAL AREA: 66 sq.m. MICROCLIMATE: SOUTH EXPOSURE, PARTIALLY SHADED BY BUILDING ESTIMATED ANNUAL WATER USE: 37 cu.m.</div></div>
<div><div></div><div>ZONE #3: HIGH EFFICIENCY SUBSURFACE DRIP IRRIGATION FOR MODERATE WATER USE PLANTING AREAS TOTAL AREA: 194 sq.m. MICROCLIMATE: NORTHEAST EXPOSURE, PARTIALLY SHADED BY TREES & BUILDING ESTIMATED ANNUAL WATER USE: 108 cu.m.</div></div>	<div><div></div><div>ZONE #7: LOW VOLUME POP-UP SPRAYHEADS FOR TURF AREAS TOTAL AREA: 95 sq.m. MICROCLIMATE: EAST EXPOSURE, PARTIALLY SHADED BY TREES & BUILDING ESTIMATED ANNUAL WATER USE: 136 cu.m.</div></div>	
<div><div></div><div>ZONE #4: HIGH EFFICIENCY SUBSURFACE DRIP IRRIGATION FOR MODERATE WATER USE PLANTING AREAS TOTAL AREA: 168 sq.m. MICROCLIMATE: SOUTH EXPOSURE, FULLY SHADED BY TREES & BUILDING ESTIMATED ANNUAL WATER USE: 93 cu.m.</div></div>	<div><div></div><div>ZONE #8: LOW VOLUME POP-UP SPRAYHEADS FOR TURF AREAS TOTAL AREA: 113 sq.m. MICROCLIMATE: SOUTHEAST EXPOSURE, PARTIALLY SHADED BY TREES & BUILDING ESTIMATED ANNUAL WATER USE: 161 cu.m.</div></div>	

WATER CONSERVATION CALCULATIONS

LANDSCAPE MAXIMUM WATER BUDGET (WB) = 1,385 cu.m. / year

ESTIMATED LANDSCAPE WATER USE (WU) = 1,171 cu.m. / year

WATER BALANCE = 214 cu.m. / year

*REFER ATTACHED IRRIGATION APPLICATION FOR DETAILED CALCULATIONS

Evangel Family Rental Housing Society

#100 - 969 Harvey Avenue Kelowna, BC V1Y 8M8

October 16, 2020

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



Dear Mr. Cseke,

The Evangel Family Rental Housing Society has provided affordable rental housing opportunities to the Kelowna Community for 46 years. It is our desire to expand that service by developing an additional 46 units of affordable family units at our current Evangel Family Manor site located at 969 Harvey Ave.

The project is providing 52 stalls of resident and visitor parking for the 46 units. The project is seeking a variance in the required parking ratio per unit. We understand that it is in the City's interest to ensure that the parking is managed over time so that the impacts of the loss of provision of parking relative to the bylaw are mitigated and that parking availability is commensurate to the demand. The building currently on site has an excess of parking in proportion to the units in the building. It is anticipated that the additional parking for the new building will be managed accordingly between the two buildings. Together, the existing parking and new parking provided will represent a parking ratio of 1.5 stall per unit.

The EFRHS proposed to manage the parking long term using the same parking management system that has proven effective for 45+ years of property management. Below is an outline of the parking management plan that EFRHS employs to mitigate any parking deficiencies.

Kind regards,

Kevin Draper
Administrator

1. BACKGROUND/EXPERIENCE

Evangel Group of Societies has been managing affordable rental housing for 46 years. The latest ambition to serve the demand for 3-bedroom family-focused is supported by the City of Kelowna's efforts to combat homeless and provide affordable housing rental and ownership opportunities in the community. Recently developed transportation infrastructure, experienced parking management and a decreased demand for parking in affordable rentals form the base of assumptions that we believe support the request for a parking variance at 969 Harvey Avenue.

Kelowna's Healthy Housing Strategy (HHS), adopted in 2018, identifies key directions and actions that benefit the provision of healthy housing. One direction given is to *improve housing affordability and reduce barriers for affordable housing*. Parking costs are one of the greatest barriers to the provision of affordable housing. The report indicates that "by setting minimum parking requirements, the City is driving up housing costs and disincentivizing sustainable modes of transportation." A key policy direction provided in the HHS is to reduce parking requirements for infill and affordable housing and Appendix E-VI provides specific direction to identify opportunities for off-street parking reductions and/or parking elimination.

EFRHS is supporting the City of Kelowna's strategy by encouraging the use of transportation and community infrastructure to avoid downloading the cost of parking onto the tenants of affordable housing developments. The affordability of the units is **mandated and guaranteed by CMHC financing** for the life of the mortgage (50 years). Maintaining affordability presents a budget constraint for parking provision but also an opportunity for the City of Kelowna to support affordability through the implementation of parking reductions identified in the housing strategy.

2. TRANSPORTATION AMENITIES PROVIDED

Provision of Long and Short-Term Bicycle Parking

The project is designed to allow tenants to store their bicycles in 22 protected spaces in the parking garage, 14 surface level bike parking spaces outside the building, and 82 spaces in secured courtyard areas outside. The provision of bicycle storage space is intended to increase sustainability by providing an alternative to motor vehicle use and decrease traffic density.

Proximity to Active Transportation Options

The location of the Project will provide opportunities for residents to live active, healthy lifestyles by using active transportation methods, such as walking or cycling, to access community amenities and services. As the City becomes more urbanized through increased population density and mixed land-use, walking and cycling have become viable and preferred options for residents living downtown. To meet this demand, the City has invested in a variety of infrastructure for cyclists and pedestrians (refer to City of Kelowna Pedestrian and Bicycle Masterplan). One such example, the Ethel Street Active Transportation Corridor (ATC), is located extremely close to the Harvey Avenue development.

Car Co-op

Carshare programs, such as a car co-op, provide short term vehicle rentals to members and are designed to provide the same convenience as personal vehicles. MODO is a car share program in the City and is

Phone: (250) 762-6225

Fax: 1 (778) 381-7378

parkhousing@shaw.ca

presented as an example of a potential car sharing opportunity for the project. Currently, there are 8 MODO locations within a walkable distance (1.5km) of the site.

3. PARKING MANAGEMENT

Based on EFRHS's 46 years of experiences managing affordable rental housing we have developed a system to manage parking that has been successful with no issues arising from tenants, service contractors or the municipality. The Evangel Housing Society operates three rental buildings. 969 Harvey Avenue- 'The Family Manor', 1439 Bertram Street – 'Seniors Housing' and 1319 KLO Road- 'Park Housing'.

At the building on 969 Harvey Avenue the Society charges for parking and the parking is monitored to ensure optimal usage. The tenant spaces are documented and waitlisted in a registry. Parking is monitored on a monthly basis and unused or vacant stalls are offered among the registrants.

The target tenant group for the new development will mirror the current Family Manor whose 3-bedrooms house young and single-parent families with one vehicle and often, no vehicle. The parking requirement for 3-bedroom units is 2 stalls per unit. This project is located between two rental subzones, one providing a 10% reduction to parking and the other, providing a 20% reduction. The project has previously advocated to be included in the urban centre subzone, providing a 20% reduction. This has formed the basis of parking calculations.

The current site has an excess parking of 92 stalls to 64 units plus 5 external stalls. The infill development would provide an additional 52 stalls for a total of 110 units. This represents a parking ratio of 1.35 stalls per unit. The variance would be a reduction of from 1.5 stalls/ unit to 1.35 stalls/unit.

Table 1: Parking Provision Ratio

	# of Units	Stalls Required	Stalls Provided	Ratio
Existing Building	64	87	97	1.5
New Building	46	78	52	1.1
Total	110	165	149	1.35

The low demand for parking that exists at the Family Manor is reflected across the buildings managed by Evangel Housing Societies and lends itself as an example to a larger trend low parking demand in affordable rental housing developments.

4. DECREASED PARKING DEMANDS FOR AFFORDABLE HOUSING

We have used parking data from our current affordable rental located on site as well as similar affordable rental buildings in Kelowna to project the parking uptake for the new affordable units. The Evangel Family Manor currently has 64 units to 97 stalls. Of this number, 7 stalls have been converted into exit space, a workshop, and bike storage. 10 further stalls are currently vacant.

The Evangel Seniors Citizen Society on Bertram Street has 44 units and only 10 parking stalls. The Society has been managing this deficiency effectively.

Existing affordable housing projects (BC Housing projects of similar scale and location) also provide reasonable estimates of parking demand. We anticipate that the demand for parking by future tenants of the Project will be much lower than the parking requirements, which are based on a typical market development. Several completed studies echo this understanding, including those completed by the City of Kamloops, City of Vancouver, and City of Victoria. The City of Kamloops Affordable Housing Developer Package states that based on parking demand trends, social housing parking requirements are 0.25 spots per unit.¹

Further, a scan of parking uptake from similar BC Housing affordable housing projects (scale and location) in Kelowna, and other locations in the Interior of BC (Penticton) were carried out to establish parking uptake in affordable housing developments. Tables 2 and 3 below show the differences between the number of units in the development, and the number of stalls in use for local housing projects and from similar projects across the Interior. Of the project examples given, *only 39% of the parking stalls provided are in use*. Table 4 provides two examples of parking relaxations granted, in 2018 and 2020 respectively, by municipalities in the interior that were over 50% reduction from the requirement.

Table 2: Housing Projects Parking Uptake in the City of Kelowna

City	Building Name	# of Units	# of Stalls in Use	% of Stalls in Use
Kelowna	Creekside Terrace	34	28	82%
Kelowna	Reeds Corner	20	6	30%
Kelowna	Tower Apartments	124	36	29%
Total		178	70	<u>39%</u>

Table 3: Housing Project Parking Uptake in Other Cities in the Interior

City	Location	# of Units	# of Stalls in Use	% of Stalls in Use
Kelowna	Okanagan College (KLO Rd)	36 (41 tenants)	21	58%
Kelowna	Near Bernard Avenue (Downtown Core)	43 (45 tenants)	10	4%
Total		79	31	<u>39%</u>



¹ Kamloops Affordable Housing Developers Package, City of Kamloops (2016)

Table 4: Recently Granted Parking Variances

City	Location	# of Units	Stall Required	Stalls Provided	Variance
Oliver	5931 Airport Rd.	46	72	51	21
OK Falls- Regional District of Okanagan Similkameen	5081 8th Avenue	26	46	29	17

5. CONTRIBUTION TO THE COMMUNITY

The provision of safe, quality and affordable housing has direct impacts on individual and community social, psychological and economic health. As stated in the Health Housing Strategy, “when housing costs are affordable, individuals can have access to other factors of well-being including social and recreational opportunities, medical care, education and healthy food.” The Harvey Avenue project will provide affordable housing to the community that is well connected, with multiple transit options available, and is guaranteed long-term through the affordable rental housing financing with CMHC. It is for those and the above-stated compelling reasons that the project team is requesting a parking variance of 26 parking stalls for the new building. The total variance request for both buildings is 16 stalls. If the urban parking centre rental subzone reduction of 20% were used instead of 10% in the calculations we would have an excess of parking over the 2 buildings by 12 stalls.



October 6, 2020

Our File: 1821

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

Attention: Jocelyn Black, Urban Planning and Development Manager



Dear Mrs. Black

**Re: Development Permit / Development Variance Permit Application for
969 Harvey Avenue**

This development proposal will adhere to the requirements of the RM6 zone as described in the City of Kelowna Zoning Bylaw No. 8000.

Project Description

The proposed project is a six-storey multi-family residential addition located along Hwy 97 N. with predominantly residential surroundings. The existing building is a three-storey multi-family building with a large amount of green space easily accessed from Harvey Avenue. The proposed building will be located in this open space, creating an enclosed and secured courtyard/green space for the tenants of the building.

The current zone is RM5 and we are proposing a rezone to RM6 with a six-storey height limit to maximize the amount of housing we can provide in the project. With the recent RM6 developments across the highway, we believe this rezone is well suited to the area. We are seeking an OCP amendment from MRM to MRH. The property is located between two urban centres and adjacent to other MRH properties. The project meets key objectives of the OCP by providing sensible urban infill housing without requiring infrastructure upgrades. It provides affordable purpose-built rental housing with a mixture of apartment sizes. We see a need for 3-bedroom units within the city and therefore focus on providing what we can in that unit size. The project is located near public transit as well as the newly constructed Ethel pedestrian corridor, making it a convenient place to live for families with no more than one car.

Design Rationale

Lot access is currently from a back laneway flanking the south side of the property. The proposed building's parkade and visitor parking will utilize this same access. The existing L-shaped building provides us the opportunity to create an enclosed and secured courtyard without compromising the spatial practicality of the project. We have designed a simple shaped footprint that maximizes our unit

Continued ...

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

• 302 – 2237 Leckie Rd. • Kelowna, BC • V1X 6Y5 | www.novationarchitecture.com | paul@novationarchitecture.com | (236) 420 – 4144 •

count while providing a spacious courtyard between the buildings. The courtyard will be secured by decorative gate access and will provide spaces for kids to play and for parents to sit and visit while watching their kids. The mass of the building is broken by vertical elements to help soften the horizontal frontage along Harvey Avenue. As a six-storey building, we considered stepping the building back on a podium. After discussion with the city about the additional costs and how they would impact our goals on providing affordable housing, as well as the projects location along Harvey, we determined that stepping the building back along Harvey was not as important as it was along the west side of the building at the neighbouring property. Therefore, we decided we would terrace back the fifth and sixth floors of the west side of our building in order to soften the visual impact on the adjacent property.

The material selection further serves to break the uniformity of the frontage, while producing a diverse and visual intriguing elevation. We are proposing exterior materials to include a combination of stucco, PVC siding, and concrete fibre board accents. These materials, along with the corresponding rich colour palette and design style will further add to the visual diversity and provide a sophisticated addition to the existing context.

We are seeking (4) variances:

1. Side Yard Setback – we are proposing a variance of 0.9m within the west side yard. While the setback is 4.5m, we are proposing a distance of 3.6m. We believe that the benefit of gained residential and parking space, as well as ease of access into the parkade, will greatly outweigh to deficit to the adjacent property. Additionally, to help mitigate the visual impact to the adjacent property, we have stepped back our fifth and sixth floors to help the building feel less intrusive, while providing more natural sunlight into the neighboring property.
2. Site Coverage – due to the existing building on the property, as well as the need for parkade access in the proposed building, it is not possible to meet the 50% site coverage requirements. We are proposing a variance of 20%, resulting in a total site coverage of 70%. We believe that the additional units and exterior courtyard space will greatly benefit the site. While site space will be lost, the usability of the exterior courtyard will increase greatly with the landscape design we are proposing. Additionally, by closing off the courtyard from the public, the tenants can feel much safer and more comfortable using the greenspace provided.
3. Parking – while the parking bylaw requires 2 stalls per 3-bedroom unit, we believe that the demographic we will be accommodating will likely have only 1 car per family. We think that the parking we do provide, when combined with the parking of the existing building, will be more than enough to serve the project. Additionally, we will be providing extra bike parking and storage to encourage tenants to use bikes. Due to the central location of the site and its proximity to the highway, we believe that many of the tenants of this building will be walking, biking, or using public transit regularly. However, we do make sure to provide a minimum of 1 stall per dwelling unit.

Continued ...

4. Daylighting – we are seeking a variance on the daylighting requirements, which indicate that no part of the building should project beyond the 65° inline from property line (see A4.02). Due to very limiting site constraints it would involve a significant change to the building to accommodate the daylighting requirements, which would result in a reduction of our unit count. We think the provision of a few additional affordable housing units is worth the trade-off of not meeting the daylighting requirements. However, an effort has been made to step the building back to help mitigate the extent to which we project into the 65° daylighting requirements.

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

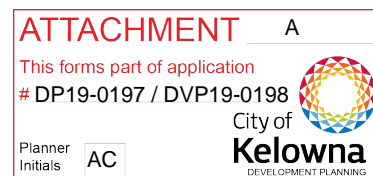
Kind Regards,

Novation Architecture

A handwritten signature in black ink, appearing to read 'Paul Schuster'.

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

(250) 718 - 1302
paul@novationarchitecture.com



CITY OF KELOWNA

BYLAW NO. 12091

Official Community Plan Amendment No. OCP19 –0013 4071 Lakeshore Road

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

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

1. THAT 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 Section 6 Township 26 ODYD Plan 10613, located on Lakeshore Road, Kelowna, B.C., from the S2RES – Single/Two Unit Residential 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 24th day of August, 2020.

Considered at a Public Hearing on the 15th day of September, 2020.

Read a second and third time by the Municipal Council this 15th day of September, 2020.

Adopted by the Municipal Council of the City of Kelowna this

Mayor

City Clerk

CITY OF KELOWNA
BYLAW NO. 12092
Z19-0144 – 4071 Lakeshore Road

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

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

1. THAT City of Kelowna Zoning Bylaw No. 8000 be amended by changing the zoning classification of Lot A Section 6 Township 26, ODYD, Plan 10613 located at Lakeshore Road, Kelowna, BC from the RU1 – Large Lot 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 24th day of August, 2020.

Considered at Public Hearing by the Municipal Council this 15th day of September, 2020.

Read a second and third time by the Municipal Council this 15th day of September, 2020.

Adopted by the Municipal Council of the City of Kelowna this

Mayor

City Clerk

REPORT TO COUNCIL



Date: November 17, 2020

To: Council

From: City Manager

Department: Development Planning

Application: DP19-0248 & DVP19-0249

Owner: Greencorp Ventures Inc.,
Inc.No. BCo987730

Address: 4071 Lakeshore Rd.

Applicant: Shane Worman; Worman
Commercial

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 final adoption of Official Community Plan Amending Bylaw No. 12091 and Rezoning Bylaw No. 12092 be considered by Council;

AND THAT Council authorizes the issuance of Development Permit No. DP19-0248 for Lot A Section 6 Township 26 ODYD Plan 10613, located at 4071 Lakeshore Road, 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;

AND THAT Council authorizes the issuance of Development Variance Permit No. DVP19-0249 for Lot A Section 6 Township 26 ODYD Plan 10613, located at 4071 Lakeshore Road, Kelowna, BC;

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

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

To vary the minimum rear yard setback from 9.0m required to 6.8m proposed.

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

To vary the minimum side yard setback for a portion of a building below 2 1/2 storeys from 4.5m required to 2.9m proposed.

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

To vary the maximum height from 4.5 storeys permitted to 5 storeys proposed.

AND THAT the applicant be required to complete the above noted conditions of Council's approval of the Development Permit and Development Variance 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 consider the form and character of a proposed 5 storey apartment building; and to vary both the rear and side yard setbacks as well as building height on the subject property.

3.0 Development Planning

Staff supports the development permit for the form and character of the proposed 5 storey apartment building; and also supports the proposed variances.

The proposed building treatment is relatively simple in the modern design style with subtle amounts of architectural articulation using balconies, windows and the unit entrances. The windows and balconies will also act to put 'eyes-on-the-street' to Lakeshore Rd. to the west, as well as 'eyes-on-the-park' to the surrounding Belmont Park, adding a sense of safety to the immediate surroundings. The ground-oriented entrances facing north (including the main entrance of the building) work to integrate and connect the building with the park. The proposed landscaping is intended to help soften the modern style of the building and integrate the site with the surrounding park. Finally, private open space is provided through large balconies, as well as a shared, landscaped amenity space at the back of the property featuring a narrow swimming pool. Overall, the proposal substantially meets the comprehensive development permit guidelines in the Official Community Plan.

The first proposed variance is to reduce the minimum rear yard setback on the east lot line from 9.0m down to 6.8m. Only two small areas of the building infringe on the required setback area (the northeast corner of the building and a stairwell area at southeast), and these parts of the building face Belmont Park, thus there is no impact on private property and no threat to privacy. As such, Staff deem the proposed variance to be acceptable.

The second variance is to reduce the minimum side yard setback for areas of a building below 2 1/2 storeys from 4.5m down to 2.9m on the north lot line. The bulk of the building remains setback the required distance, with only the ground-oriented entrances protruding into the required setback area. As with most multi-family zones, the RM5 zone allows for a setback facing a street to be reduced to 1.5m for ground-oriented housing. In this case, the north side of the building does feature ground-oriented housing, but rather than

facing a street, it faces park space. Still, the effect is fundamentally the same with park space as with a street, as it is public space and not private property. Staff deem this proposed variance to be supportable.

The third and final variance is to increase the height of the building from the permitted 4.5 storeys to 5 storeys. The ultimate height limit of 18.0m is maintained with the building reaching a maximum height of 17.1m. In this case, since the building is surrounded on all sides by either park space (to the north, and east), or multi-family housing (to the south), it was concluded that the added half-storey would not negatively impact surrounding properties. In connection with this, a shadow study provided on the part of the applicant shows that the shadowing of the building has very little impact on surrounding properties—including the single-family development nearby to the north and east (see Attachment C). For these reasons, Staff deem the proposed height variance to be acceptable.

4.0 Proposal

4.1 Background

On August 24th 2020, Council gave 2nd and 3rd Reading to rezone the lot to RM5 – Medium Density Multiple Housing, and accompanying OCP Amendment to change the future land use designation to MRM – Multiple Unit Residential Medium Density. A condition of final adoption of the rezoning and OCP Amendment is that a Development Permit and Development Variance Permit be considered by Council.

4.2 Project Description

The applicant proposes a 5 storey apartment building with 8 units, concealed parking, and ground-oriented housing facing north.

Three variances are requested. The first variance is to reduce the required rear yard setback on the east lot line from the required 9m to 6.8m for two small areas of the building. The second variance is to reduce the required side yard setback for areas of a building below 2 1/2 storeys from 4.5m down to 2.9m on the north lot line for the ground-oriented entrances to the building. The third and final variance is to increase the height of the building from 4.5 storeys permitted to 5 storeys proposed.

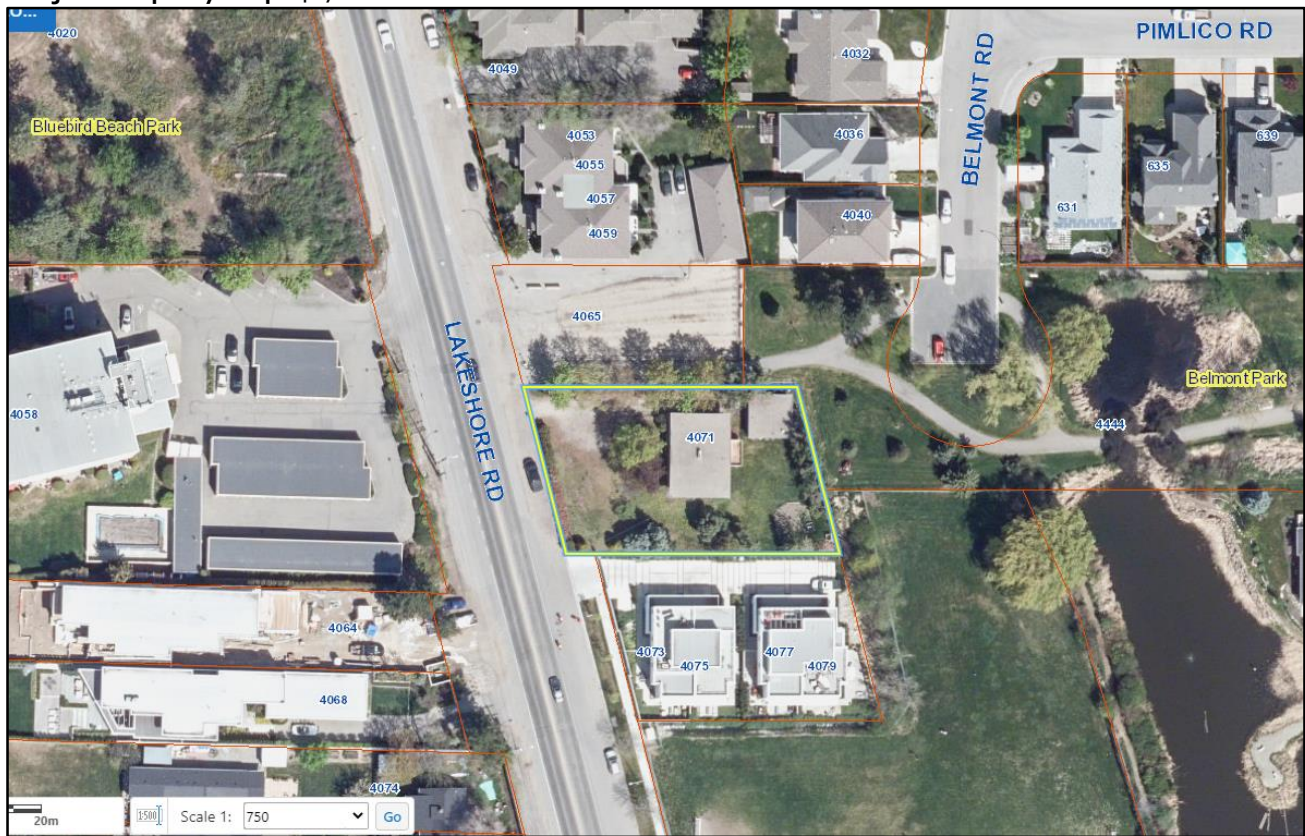
4.3 Site Context

The property is located on the arterial Lakeshore Rd. in the North Okanagan Mission Sector. The lot is in close proximity to numerous amenities and destinations including a neighbourhood commercial centre to the north at Lexington Dr; Mission Recreation Park to the east (which includes both the H2o Adventure & Fitness Centre and Capital News Centre); Thomson Marsh Park to the southeast; Mission Creek and Greenway to the north; the newly introduced Bluebird Beach Park immediately to the northwest; and Belmont Park in the immediate surroundings

Specifically, adjacent land uses are as follows:

Orientation	Zoning	Land Use
North	P3 – Parks and Open Space	Park (Belmont Park)
East	P3 – Parks and Open Space	Park (Belmont Park)
South	RM3 – Low Density Multiple Housing	Multiple Dwelling Housing
West	RM6 – High Rise Apartment Housing	Multiple Dwelling Housing

Subject Property Map: 4071 Lakeshore Rd.



4.4 Zoning Analysis Table

Zoning Analysis Table		
CRITERIA	RM5 ZONE REQUIREMENTS	PROPOSAL
Existing Lot/Subdivision Regulations		
Min. Lot Area	1,400m ²	1,515m ²
Min. Lot Width	30.0m	32m
Min. Lot Depth	35.0m	50m
Development Regulations		
Max. Floor Area Ratio	1.2	1.0
Max. Site Coverage (buildings)	40%	29%
Max. Site Coverage (buildings, parking, driveways)	50%	50%
Max. Height	18.0m / 4.5 storeys	17.1m / 5 storeys ❶
Min. Front Yard	6.0m	6.0m
Min. Side Yard (south)	4.5m / 7m	4.5m / 7m
Min. Side Yard (north)	4.5m / 7m	2.9m / 7m ❷
Min. Rear Yard	9m	6.8m ❸
Other Regulations		
Min. Parking Requirements	17	18
Min. Bicycle Parking	8	16
Min. Private Open Space	200m ²	323m ²
❶ Indicates a requested variance to height (# of storeys). ❷ Indicates a requested variance to a side yard setback. ❸ Indicates a requested variance to a rear yard setback.		

5.0 **Current Development Policies**5.1 Kelowna Official Community Plan (OCP)Chapter 14: Urban Design DP Guidelines*A. Comprehensive Development Permit Area*

Objectives:

- 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;
- 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 multi-modal linkages.

6.o Application Chronology

Date of Application Received: December 20, 2019

Date Public Consultation Completed: February 24, 2020

Report prepared by: Aaron Thibeault, Planner II

Reviewed by: Jocelyn Black, Urban Planning Manager

Approved for Inclusion: Terry Barton, Development Planning Department Manager

Attachments:

Attachment A: Draft Development Permit and Development Variance Permit

Schedule A: Site Plan

Schedule B: Elevations & Materials and Color Board

Schedule C: Landscape Plan & Landscape Estimate

Attachment B: Applicant Rationale

Attachment C: Shadow Study

Development Permit & Development Variance Permit DP19-0248 & DVP19-0249

ATTACHMENT A	
This forms part of application # DP19-0248, DVP19-0249	
Planner Initials	AT
City of Kelowna COMMUNITY PLANNING	



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

Lot A Section 6 Township 26 ODYD Plan 10613

and legally known as

4071 Lakeshore Rd.

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:

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

To vary the minimum rear yard setback from 9m required to 6.8m proposed.

Section 13.11.6(e): Medium Density Multiple Housing, Development Regulations

To vary the minimum side yard setback for portions of a building below 2 1/2 storeys from 4.5m required to 2.9m proposed.

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

To vary the maximum height from 4.5 storeys permitted to 5 storeys proposed.

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

Date of Council Decision November 17, 2020

Decision By: COUNCIL OR COMMUNITY PLANNING DEPARTMENT MANAGER

Development Permit Area: Comprehensive Development Permit Area

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: Greencorp Ventures Inc., Inc.No. BC0987730

Applicant: Shane Worman

Planner: Aaron Thibeault

Terry Barton
Development Planning Department Manager
Planning & Development Services

Date

ATTACHMENT A	
This forms part of application # DP19-0248, DVP19-0249	
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 City of Kelowna COMMUNITY PLANNING	

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

- 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";
- Landscaping to be provided on the land be in accordance with Schedule "C"; and
- 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 sections of Zoning Bylaw No. 8000:

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

To vary the minimum rear yard setback from 9m required to 6.8m proposed.

Section 13.11.6(e): Medium Density Multiple Housing, Development Regulations

To vary the minimum side yard setback for portions of a building below 2 1/2 storeys from 4.5m required to 2.9m proposed.

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

To vary the maximum height from 4.5 storeys permitted to 5 storeys proposed.

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:

- An Irrevocable Letter of Credit **OR** certified cheque in the amount of **\$75,855.00**

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 CURRENT LAND OWNER.
Security shall ONLY be returned to the signatory of the
Landscape Agreement or their designates.**

DRAFT

ATTACHMENT		A
This forms part of application		
# DP19-0248, DVP19-0249		
Planner Initials	AT	 City of Kelowna COMMUNITY PLANNING

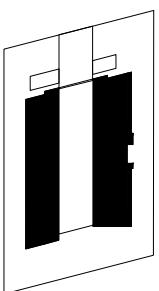
An architectural rendering of a modern, multi-story residential building. The building features a light-colored, textured facade with large windows and balconies. A parking lot in the foreground contains a white car and a blue car. Landscaping includes young trees and a small garden area. A person is visible walking on a path near the building.

ARCHITECTURAL & LANDSCAPE DRAWINGS:

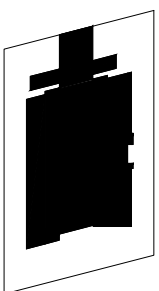
CMC: 4071 Idestone Drive Kelowna, BC	A-001	SITE INFORMATION	A-106	ROOF PLAN
LEGAL: KID: 10836; PLAN: 10613, LOT: A	A-101	GARAGE LEVEL PLAN	A-200	ELEVATIONS
PLAN: KAP10613 LOT A, SECTION 6 TOWNSHIP 26	A-102	FIRST LEVEL PLAN	A-201	ELEVATIONS
	A-103	SECOND LEVEL PLAN	A-300	SECTIONS
	A-104	THIRD LEVEL PLAN	A-RENDER	RENDERINGS AND EXISTING CONDITION PHOTOS
	A-105	FOURTH LEVEL PLAN	L-1/-2	LANDSCAPE PLAN

A-105	FOURTH LEVEL PLAN	L-1/L-2	LANDSCAPE PLAN
-------	-------------------	---------	----------------

	Allowed	Proposed
Gross Site Area =	16,303 SF (1,514.6 sm)	
Allowable Building Site Coverage =	40% (6,521 SF)	29% (4,713 SF)



Allowable Total Site Coverage = 65% (10,597 SF) 50% (8,078 SF)



Allowable Total Site Coverage=

F.A.R. =

1.2 (19,564 SF)

1.0 (16,975 SF)

PRIVATE OPEN SPACE
269 SF (25 sm)/RESIDENCE

Proposed
323 SF/RESIDENCE (20% INCREASE ABOVE ZONING ALLOWS INCREASE IN SITE COVERAGE)

Unit Area Calcula
PARKING LEVEL:

FIRST LEVEL:	
UNIT 101 =	2,592 SF
UNIT 102 =	2,171 SF

SECOND-FOURTH LEVELS
UNITS 201, 301 & 401 =
UNITS 202, 302 & 402 =

5,556 SF (1,852x3)
6,456 SF (2,152x3)

TOTAL

16,975 SF (1,577 SM)

<p>Building Height: Allowed: 18m/4.5 storeys</p> <p>Proposed: 17.1m/5 storeys</p>	<p>PROPOSED VARIANCE – NO. OF STOREYS, NOT BUILDING HEIGHT</p>
---	--

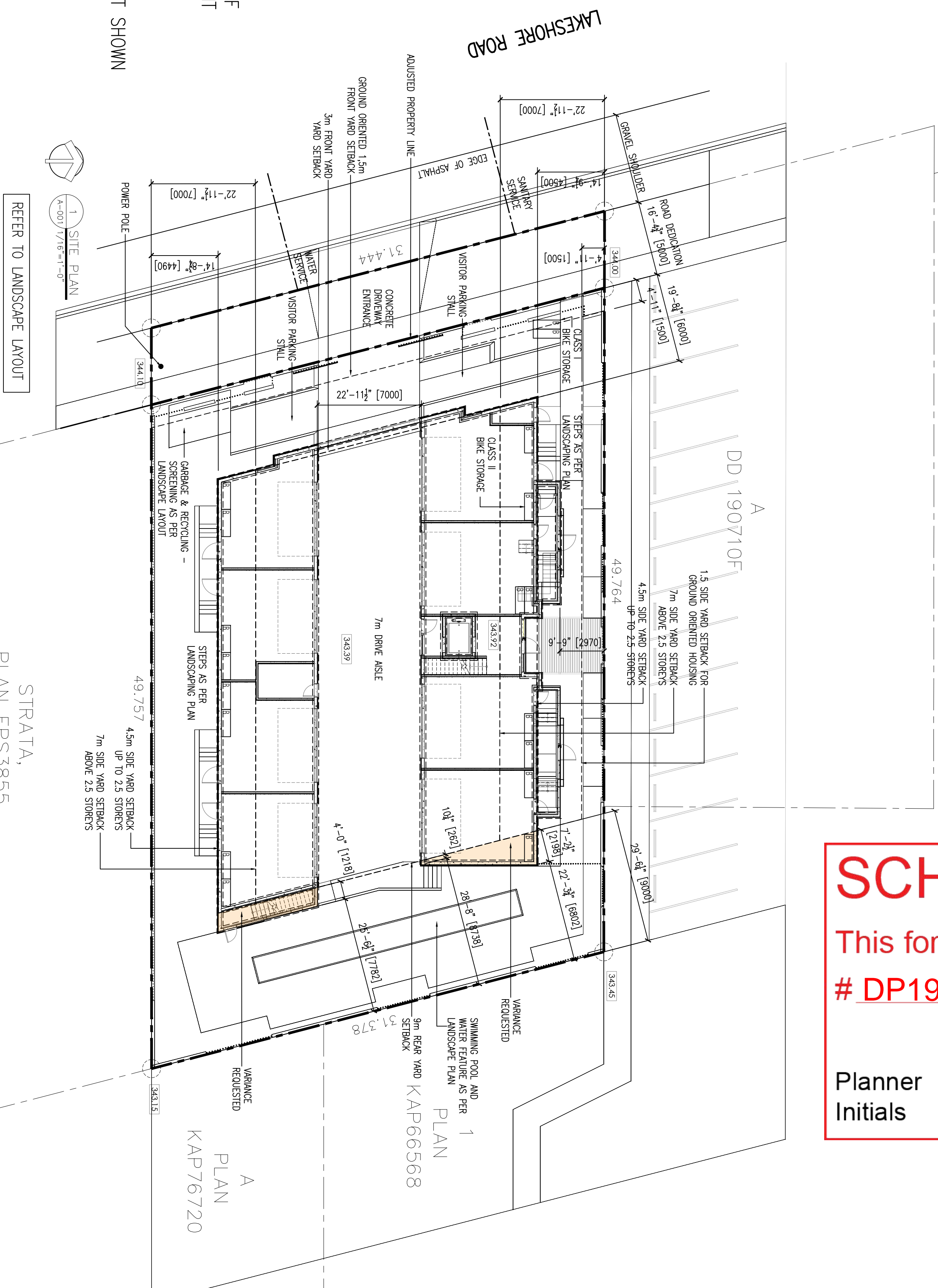
Yard setbacks:
Front yard -
Side yard -

Allowed:
6.0 m/1.5m front door oriented
4.5m up to 2-1/2 storeys/7.0m above 2-1/2 storeys/1.5 for ground oriented

Proposed:
6.0m
4.5m 1-1/2 storeys/7.0 m above 1-1/2 storey/2.9m ground oriented housing

PROPOSED VARIANCE – EXTENT SHOWN
HATCHED ON SITE PLAN

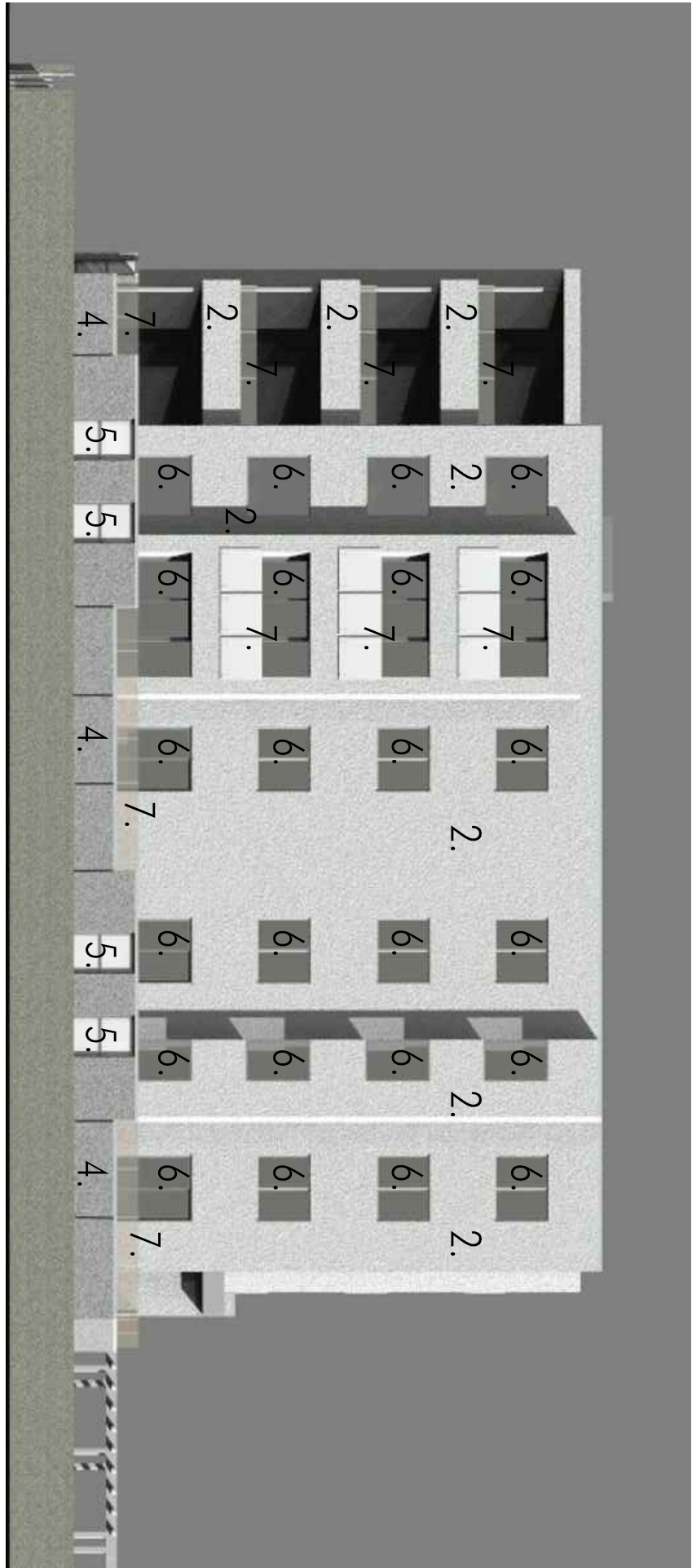
Parking Calculations:	
Required:	Required:
2 per .3 bed=	2 x B = 16
Total	16
	16 (100% LARGE SIZE STALLS)
Vehicle =	
.1 XBS = 2	2
	Proposed:
	16
	16 (dedicated bike storage eq. garage)
Bicycle Storage:	
Class I, .5/veh	Required:
Class II, .1/veh	.5BS = 4 (Required)
	.1BS = 1 (Required)
	2



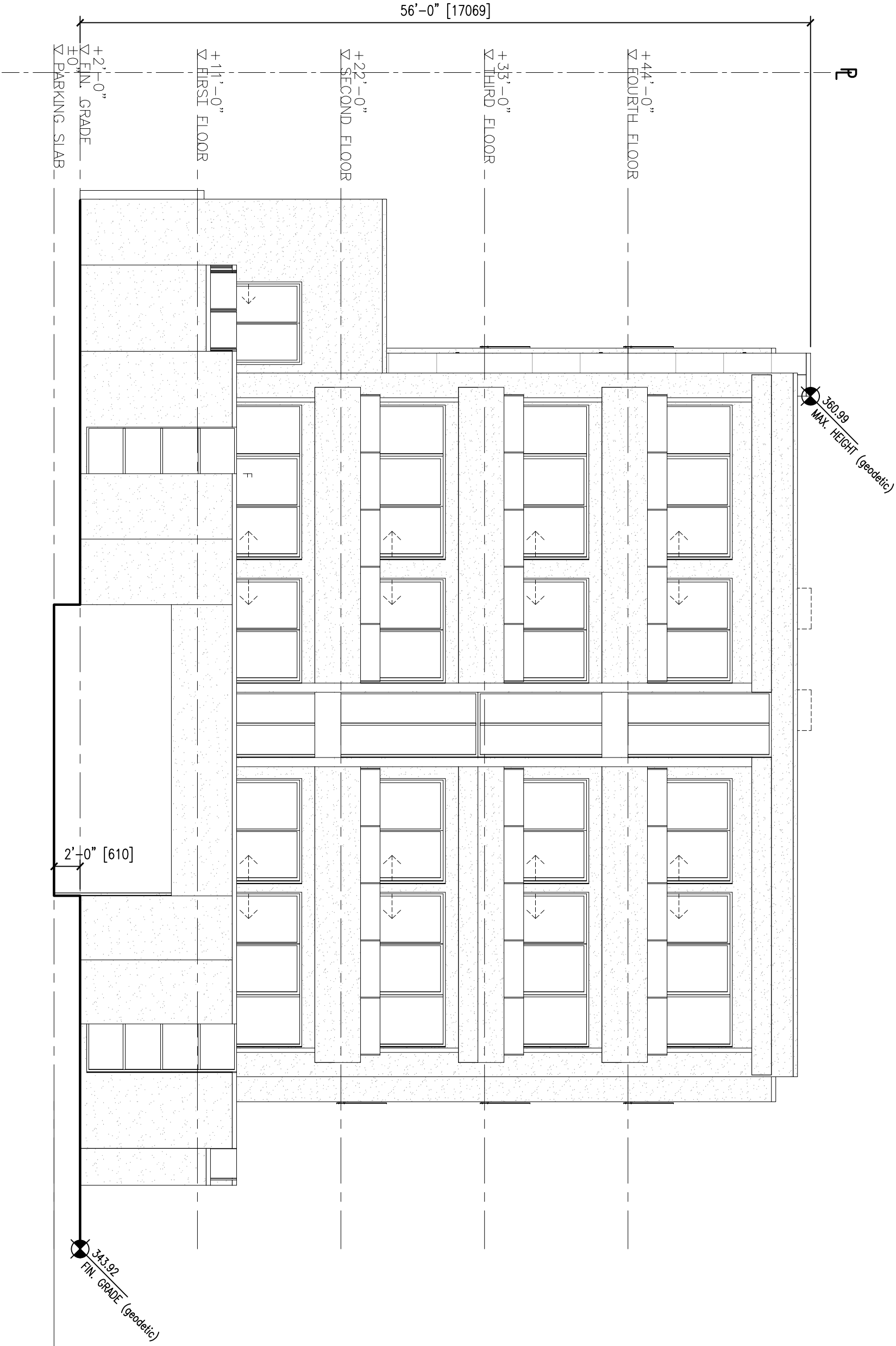
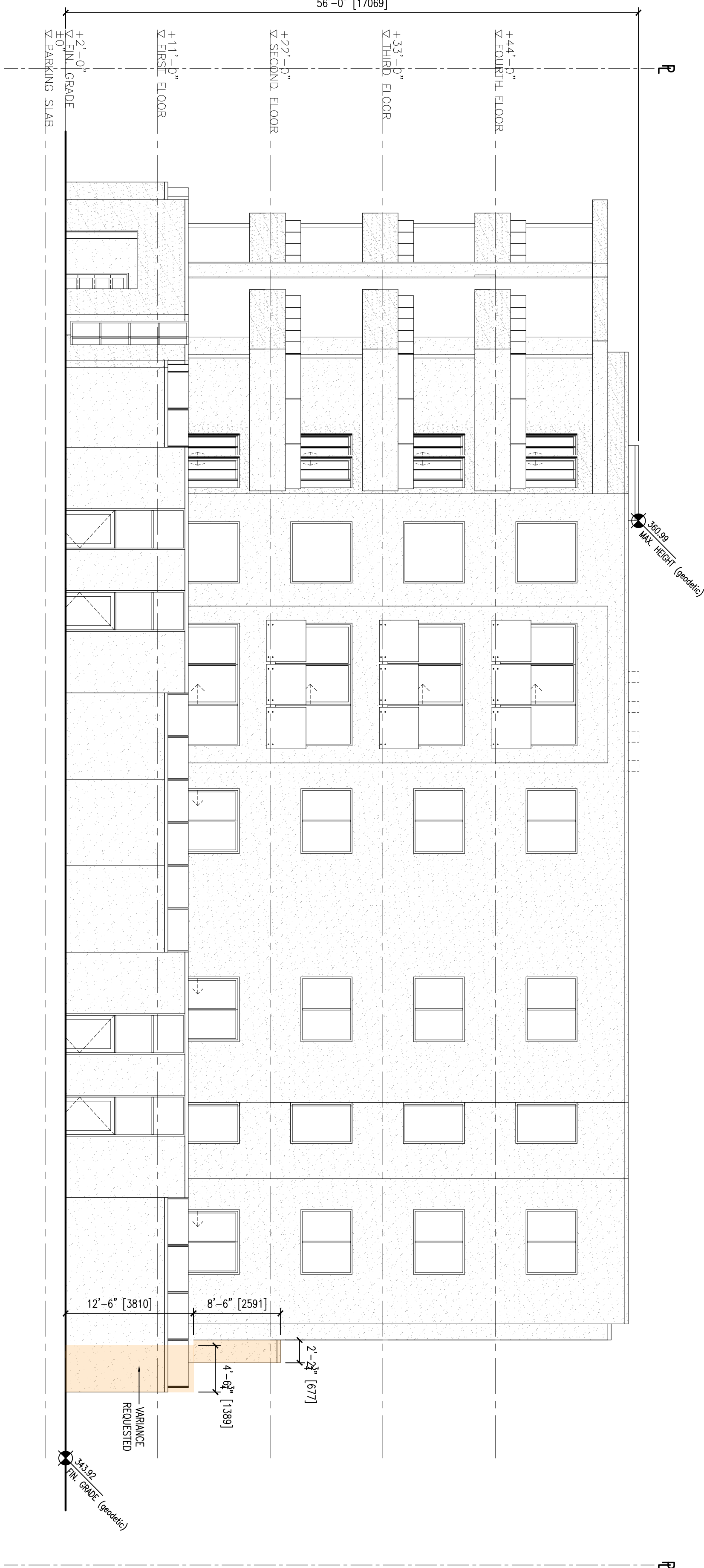
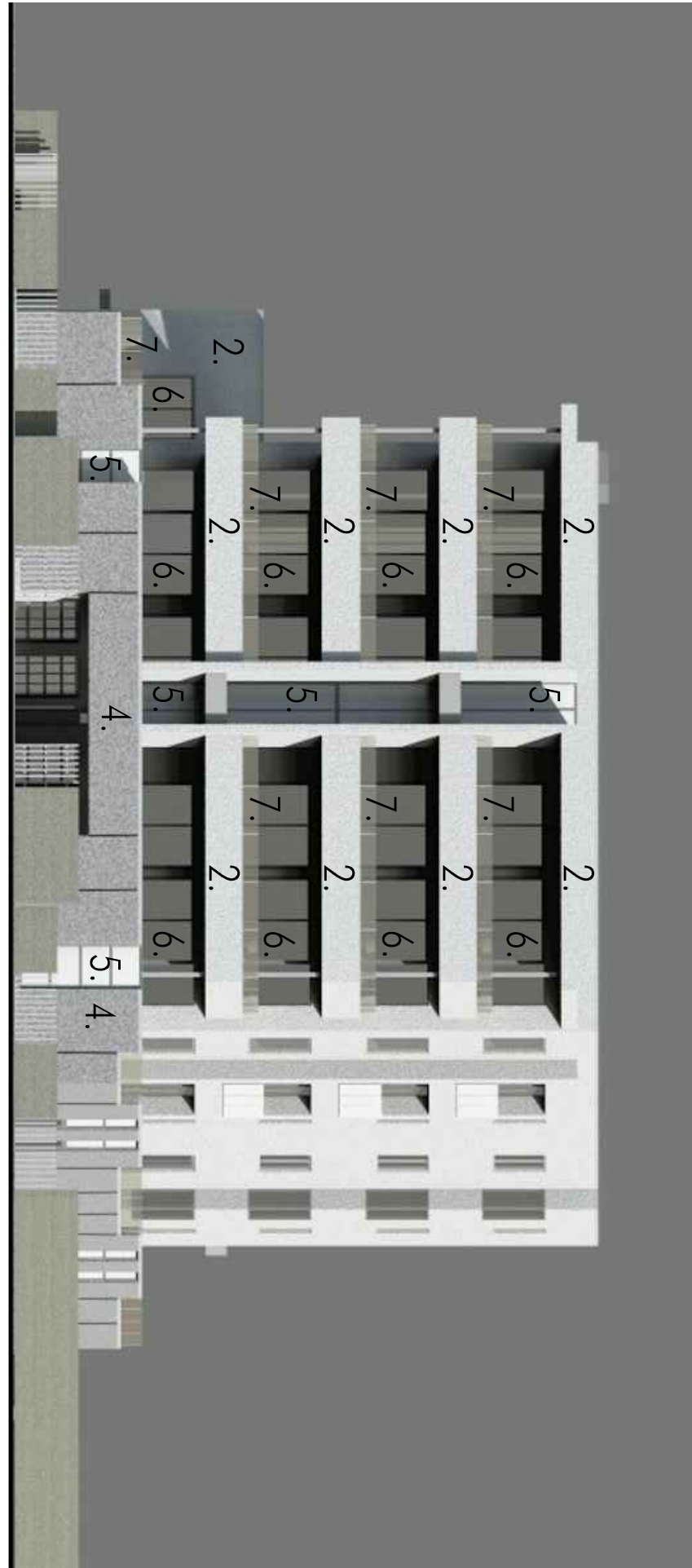
This forms part of application
DP19-0248, DVP19-0249



AT



- MATERIAL/COLOUR LEGEND:**
1. ENGINEERED FIR DOORS - STAIN STS CLEAR 640325312 (LIGHT, NATURAL WOOD)
 2. ACRYLIC STUCCO (MATCH BENJAMIN MOORE "DISTANT GREY")
 3. ACCENT WALL AND SOFFITS (ALUCOBOND, "SILVER METALIC")
 4. PRECAST CONCRETE (NATURAL CONCRETE)
 5. ALUMINIUM WINDOWS (ANODIZED ALUMINIUM, MAIN AND SOUTH FEATURE)
 6. VINYL WINDOWS (WHITE)
 7. ALUMINIUM/GLASS RAILING SYSTEM
 8. INSULATED, EXTERIOR METAL DOOR (PAINTED TO MATCH ALUCOBOND)



SCHEDULE

B

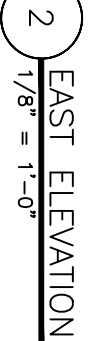
This forms part of application
DP19-0248, DVP19-0249

Planner Initials

AT

City of Kelowna

COMMUNITY PLANNING



B

This forms part of application
DP19-0248, DVP19-0249

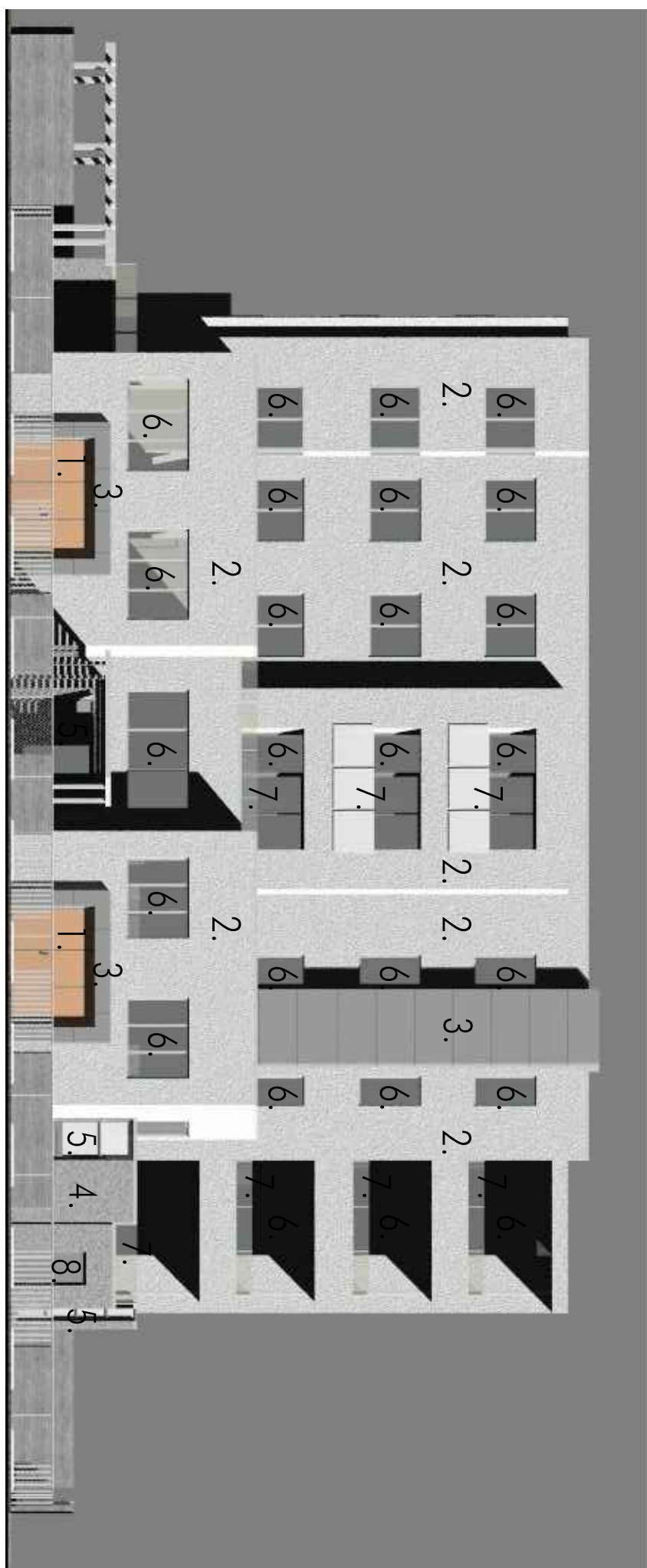


City of Kelowna
COMMUNITY PLANNING

Planner
Initials

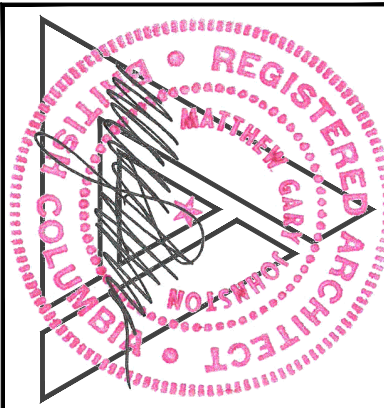
AT

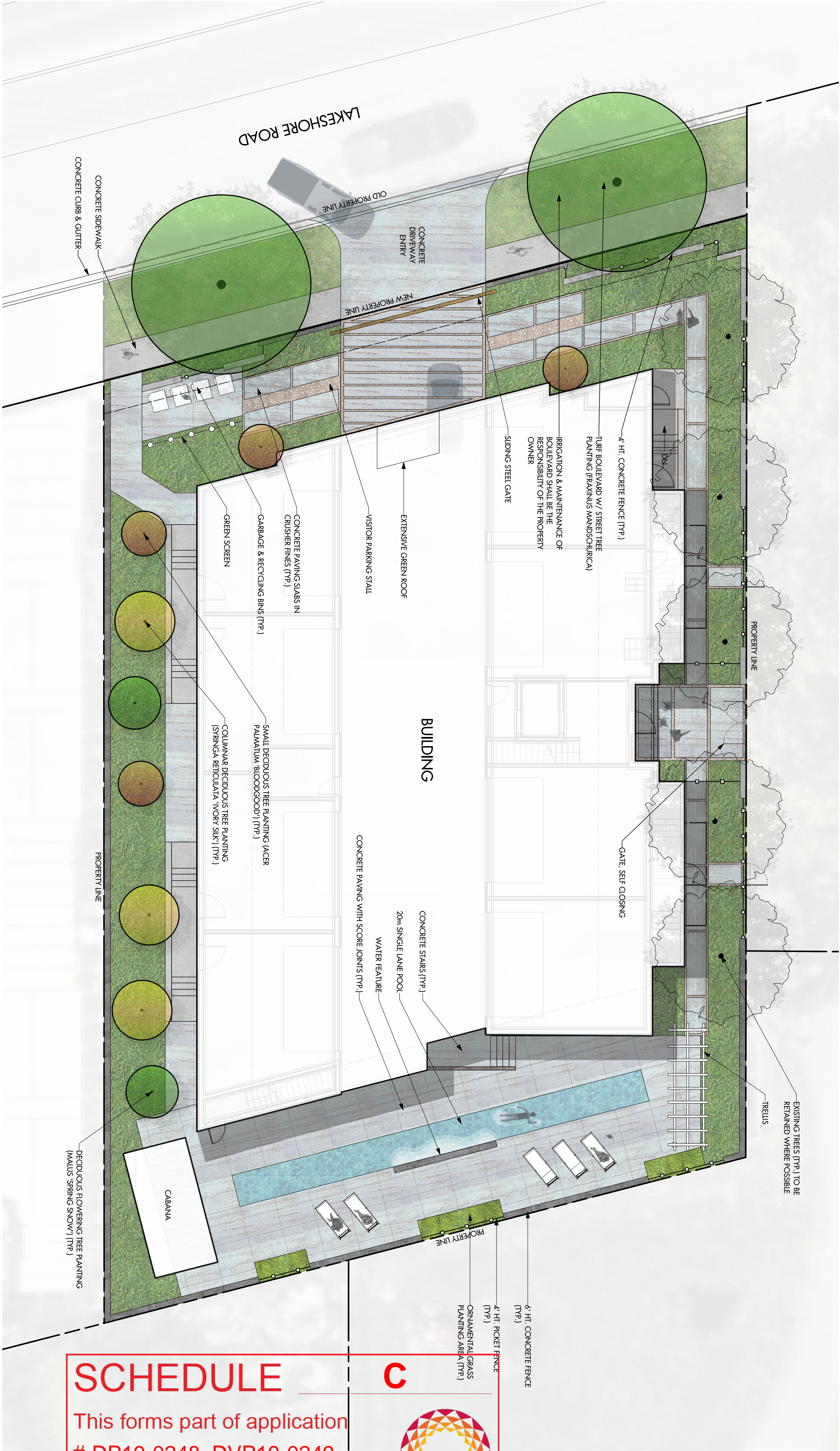
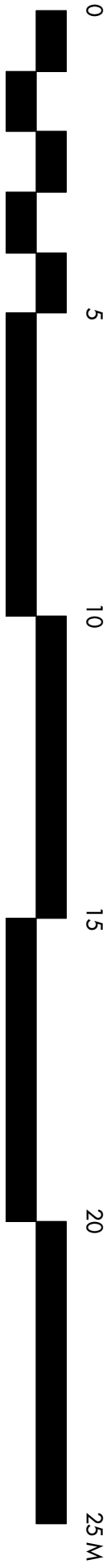
- MATERIAL/COLOUR LEGEND:
1. ENGINEERED FIR DOORS - STAIN STS CLEAR 640325312 (LIGHT, NATURAL WOOD)
 2. ACRYLIC STUCCO (MATCH BENJAMIN MOORE, 'DISTANT GREY')
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 6. VINYL WINDOWS (WHITE)
 7. ALUMINUM/GLASS RAILING SYSTEM
 8. INSULATED, EXTERIOR METAL DOOR (PAINTED TO MATCH ALUCOBOND)



Architectural floor plan of the 1st floor of the 'Krylovo' building. The plan shows a large central hall (2.) with a staircase (1.) and a service area (3.) on the left. The right side features a long corridor (4.) with multiple rooms (6.) and a large room (7.). The building is situated on a street with a bus stop and a parking area.

REZONE/DVP ADDENDUM NO.3





PLANT LIST

BOTANICAL NAME	COMMON NAME	QTY	SIZE / SPACING & REMARKS
TREES			
ACER PALMATUM 'BLOODGOOD'	BLOODGOOD JAPANESE MAPLE	4	6cm CAL.
FRAXINUS MANDSCHURICA	MANCHURIAN ASH	2	6cm CAL.
MALUS SPRING SNOW	SPRING SNOW CRABAPPLE	2	6cm CAL.
STRONGA RETICULATA 'WORK SILK'	WORK SILK TREE LILAC	3	6cm CAL.
SHRUBS, PERENNIALS & GRASSES			
DESCHAMPSIA CESPITOSA 'GOLDEN RAIN'	GOLDEN RAIN TUFTED HAIR GRASS	109	#01 CONT. /0.75M O.C. SPACING
MISCANTHUS SINENSIS GRACILILIS	TALL MOOR GRASS	42	#01 CONT. /1.2M O.C. SPACING
MOJUNA ARUNDINACEA	TALL MOOR GRASS	42	#01 CONT. /1.2M O.C. SPACING
PANICUM VIRGATUM 'ROSTRATUSCH'	RED SWITCH GRASS	61	#01 CONT. /1.0M O.C. SPACING
PENNISETUM ALOPECUROIDES 'RED HEAD'	RED HEAD FOUNTAIN GRASS	61	#01 CONT. /1.0M O.C. SPACING
YUCCA FILAMENTOSA 'GOLD SWORD'	GOLD SWORD YUCCA	44	#01 CONT. /0.6M O.C. SPACING

NOTES

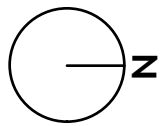
1. PLANT MATERIAL AND CONSTRUCTION METHODS SHALL MEET OR EXCEED THE CANADIAN NURSERY LANDSCAPE ASSOCIATION STANDARDS.
2. ALL SOFT LANDSCAPE AREAS SHALL BE WATERED BY A FULLY AUTOMATIC TINED UNDERGROUND IRRIGATION SYSTEM.
3. TREE AND SHRUB BEDS TO BE DRESSED IN A MINIMUM 75mm DOUGLAS RED FIR MULCH OR DECORATIVE ROCK MULCH, AS SHOWN IN PLANS. DO NOT PLACE WEED MAT UNDERNEATH TREE AND SHRUB BEDS IN WOOD MULCH AREAS.
4. TREE AND SHRUB BEDS TO RECEIVE A MINIMUM 300mm DEPTH TOPSOIL PLACEMENT.
5. TREE AREAS FROM SOD SHALL BE NO. 1 GRADE GROWN FROM CERTIFIED SEED OF IMPROVED CULTIVARS REGISTERED FOR SALE IN B.C. AND SHALL BE TOLERANT OF DROUGHT CONDITIONS. A MINIMUM OF 150mm DEPTH OF GROWING MEDIUM IS REQUIRED BENEATH TREE AREAS. TREE AREAS SHALL MEET EXISTING GRADES AND HARD SURFACES FLUSH.

SCHEDULE C
This forms part of application
DP19-0248, DVP19-0249

Planner Initials AT



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



PROJECT TITLE
4071 LAKESHORE ROAD

Kelowna, BC

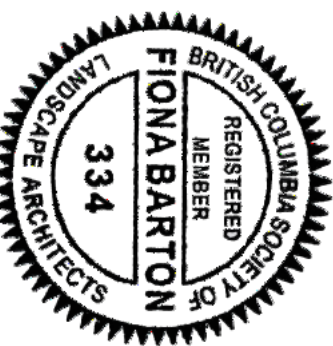
DRAWING TITLE

CONCEPTUAL
LANDSCAPE PLAN

ISSUED FOR / REVISION	
1 19.12.10	DP Submission
2 20.04.14	DP Submission
3	
4	
5	

PROJECT NO	19-122
DESIGN BY	FB
DRAWN BY	NG
CHECKED BY	FB
DATE	APR. 14, 2020
SCALE	1:100

S&L



DRAWING NUMBER

L1/2

ISSUED FOR REVIEW ONLY
This drawing is the property of Outland Design
Landscape Architecture Limited and shall not be reproduced, modified or
lentended without permission.



OUTLAND DESIGN
LANDSCAPE ARCHITECTURE

Tuesday, December 10, 2019

4071 Lakeshore Road
C/o Worman Homes
Suite 202, 474 West Avenue
Kelowna, BC V1Y 4Z2
Attn: Shane Worman

SCHEDULE		C
This forms part of application # DP19-0248, DVP19-0249		
Planner Initials	AT	 City of Kelowna COMMUNITY PLANNING

Re: Proposed 4071 Lakeshore Road Development – Preliminary Cost Estimate for Bonding

Dear Shane:

Please be advised of the following preliminary cost estimate for bonding of the proposed landscape works shown in the 4071 Lakeshore Road conceptual landscape plan dated 19.12.10;

- On-site Improvements: 642 square meters (6910 square feet) = \$60,684.00
- Off-site Improvements: 147 square meters (1582 square feet) = \$12,345.25

This preliminary cost estimate is inclusive of trees, shrubs, turf, mulch, topsoil, hardscape & irrigation.

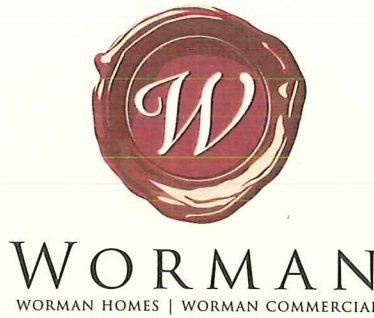
You will be required to submit a performance bond to the City of Kelowna in the amount of 125% of the preliminary cost estimate. Please do not hesitate to contact me with any questions about the landscape plan.

Best regards,



Fiona Barton, MBCSLA, CSLA
as per
Outland Design Landscape Architecture

303-590 KLO Road, Kelowna, BC, V1Y 7S2P 250.868.9270
outlanddesign.ca



ATTACHMENT B

This forms part of application

DP19-0248, DVP19-0249

Planner
Initials

AT



City of
Kelowna
COMMUNITY PLANNING

Dec. 16, 2019

Re: 4071 Lakeshore Drive
Development and Variance Rationale Letter

Dear City Staff and Council,

The attached application for 4071 Lakeshore Road is a 4-storey residential development. The development consists of 8 residential strata units. There are 7 three-bedroom units and 1 two-bedroom unit. Parking is provided just below grade, entered from a center drive aisle. Each unit has large private deck spaces, as well as private 2 car garages large enough to also accommodate storage. The building also has a common pool and a small amenity building at grade located in the rear yard.


The RM5 zone was chosen for this site in order to maximize the density in this infill location. The close proximity to the beach, H2O and Capital News Center, as well as to transit and neighbourhood commercial makes this an ideal site for a denser zone. The proposed layout allows for integration with the trail to the north which accesses the park and linear trail. The decision to add more density was also predicated by the City's recent purchase of the waterfront park across the road.

Our proposal meets most of the requirements under the RM5 zone with two exceptions. The first exception is for the number of storeys. Under the proposed zone we are allowed 4.5 storeys. With the location of this building so close to the lake, the water table is very high which only allows us to drop our parking down about two feet below the existing grade. This means that our parking level is now too far out of the ground to be considered a half storey, so under the strict definition of the zone, we are considered 5 storeys high. Although we are below the maximum height for an RM5 development, we require a "storeys" variance, rather than a height variance.

The second variance is for a small portion of the building which protrudes into the rear yard setback for the first storey and part of the second. This variance is required in order for the stairs to exit the building and still maintain double car garages for each of the 8 units. Within our design, the stairs are in the center of the building between the 2 units on each floor. However, in order to make the driveway work, which also runs down the center of the building, we had to take the stairs outside the building from the 2nd floor down to the main, therefore requiring a small variance.

This application maintains our design philosophy of creative solutions for density on smaller lots and we believe it will be an asset to this area. We look forward to the application's approval.

Sincerely,


Shane Worman
Worman Homes/ Worman Commercial

P. 250.762.0040

F. 250.762.0550

ATTACHMENT C

This forms part of application

DP19-0248, DVP19-0249



City of
Kelowna
COMMUNITY PLANNING

Planner
Initials

AT

SEPTEMBER 01, 2PM



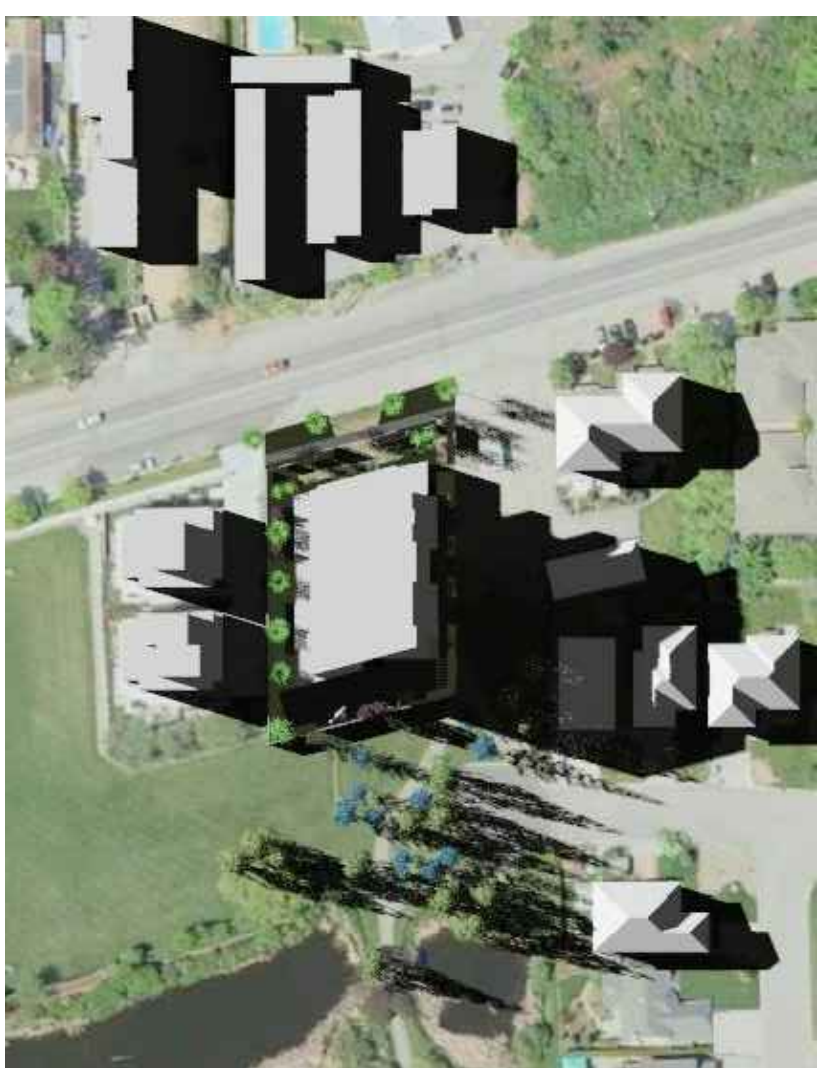
OCTOBER 01, 2PM



NOVEMBER 01, 2PM



DECEMBER 01, 2PM



MAY 01, 2PM



JUNE 01, 2PM



JULY 01, 2PM



AUGUST 01, 2PM



JANUARY 01, 2PM



FEBRUARY 01, 2PM



MARCH 01, 2PM



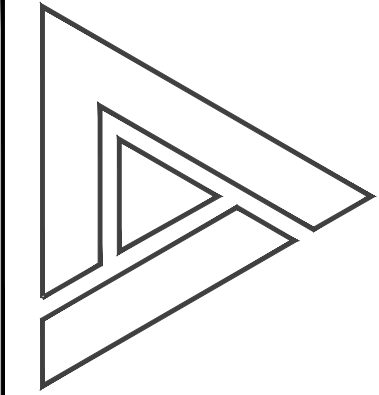
APRIL 01, 2PM



SHADOW IMPACT MIDDAY

PARTIAL SHADOW IMPACT MIDDAY

FOR INFORMATION ONLY





DP19-0248 & DVP19-0249 4071 Lakeshore Rd.

Development Permit &

Development Variance Permit Application



Proposal

- ▶ To consider the form and character of a proposed 5 storey apartment building; and to vary both the rear and side yard setbacks as well as building height on the subject property.

Development Process

Dec. 20, 2019

Development Application Submitted



Staff Review & Circulation



Feb. 24, 2020

Public Notification Received



Aug. 24, 2020

Initial Consideration



Sept. 15, 2020

Public Hearing
Second & Third Readings



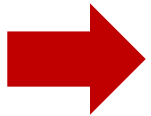
Nov. 17, 2020

Final Reading
DP & Variances



Building Permit

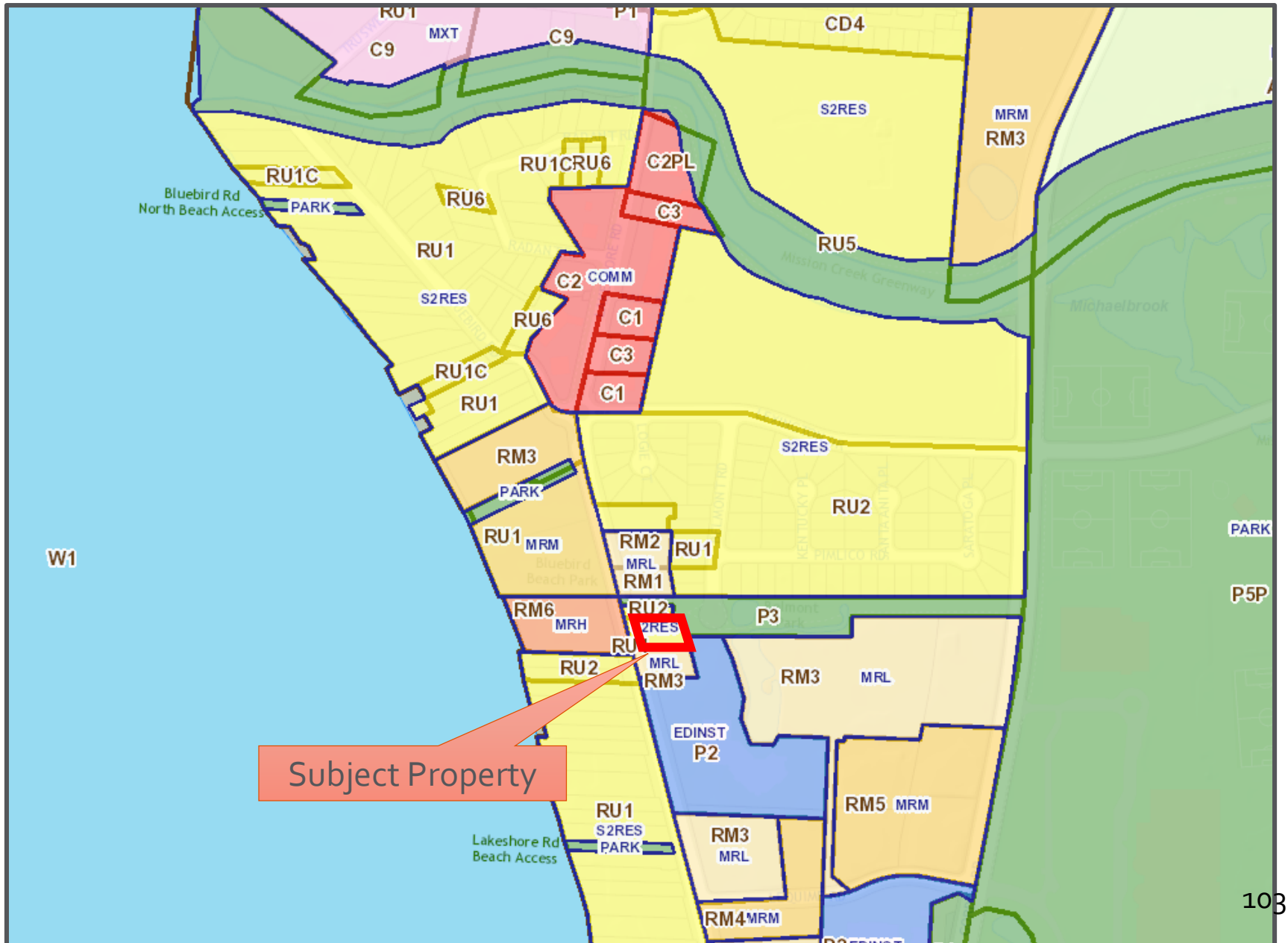
Council
Approvals



Context Map



OCP Future Land Use / Zoning



Subject Property Map

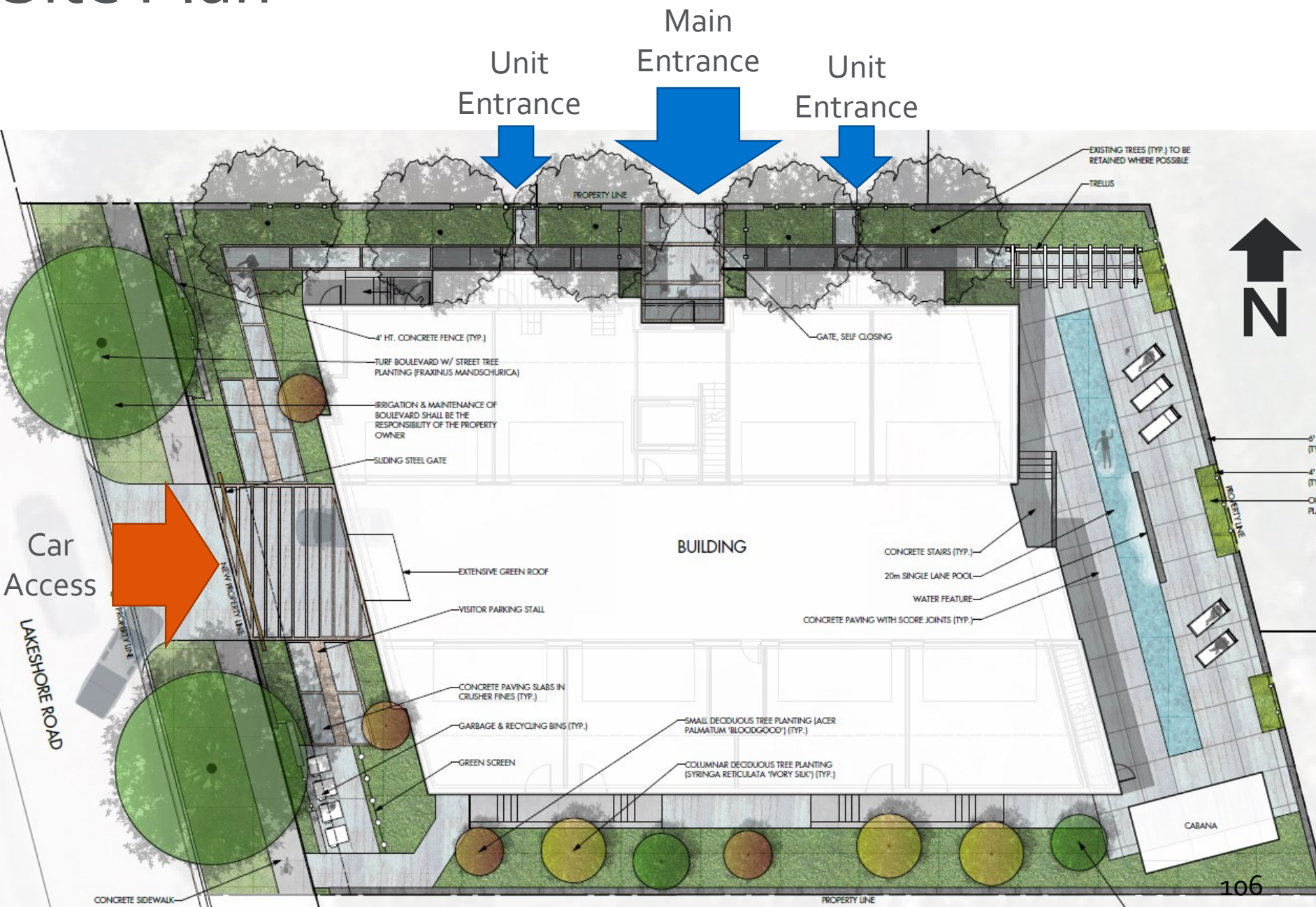


Project/technical details

- ▶ 5 storey apartment building
- ▶ 8 units
- ▶ Concealed parking
- ▶ Ground-oriented housing facing north
- ▶ 3 variances



Site Plan



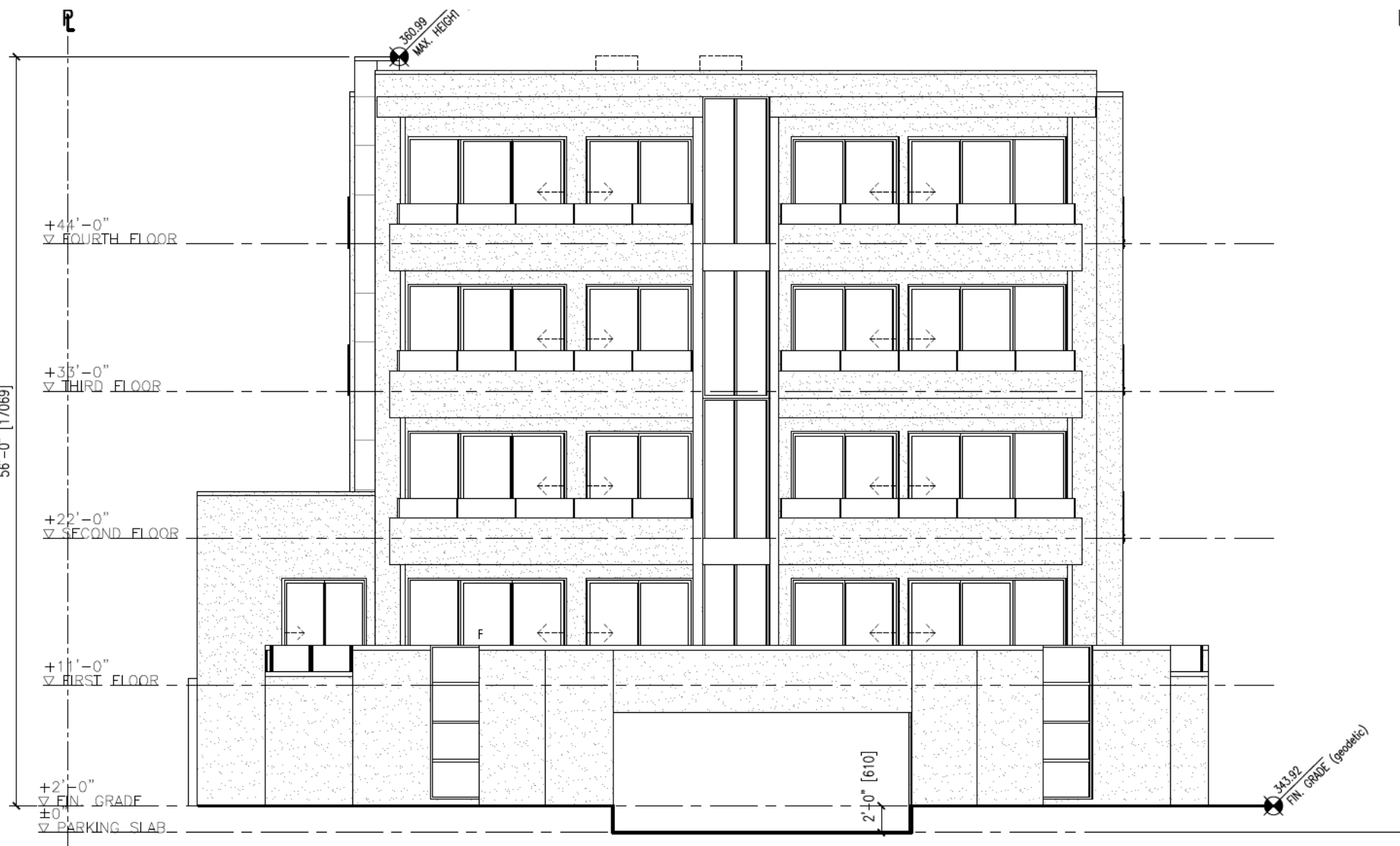
Elevations – North



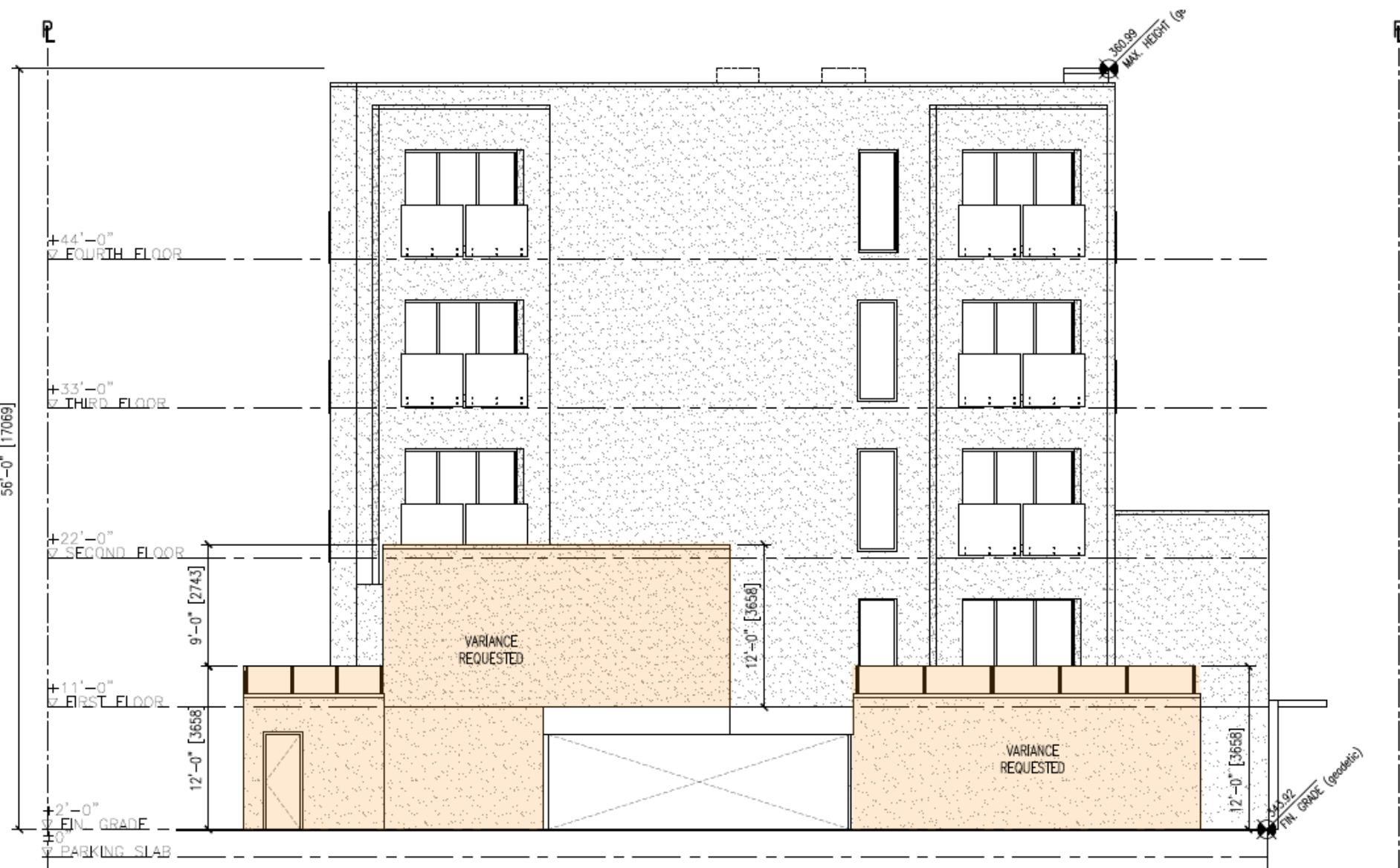
Elevations – South



Elevations – West



Elevations – East

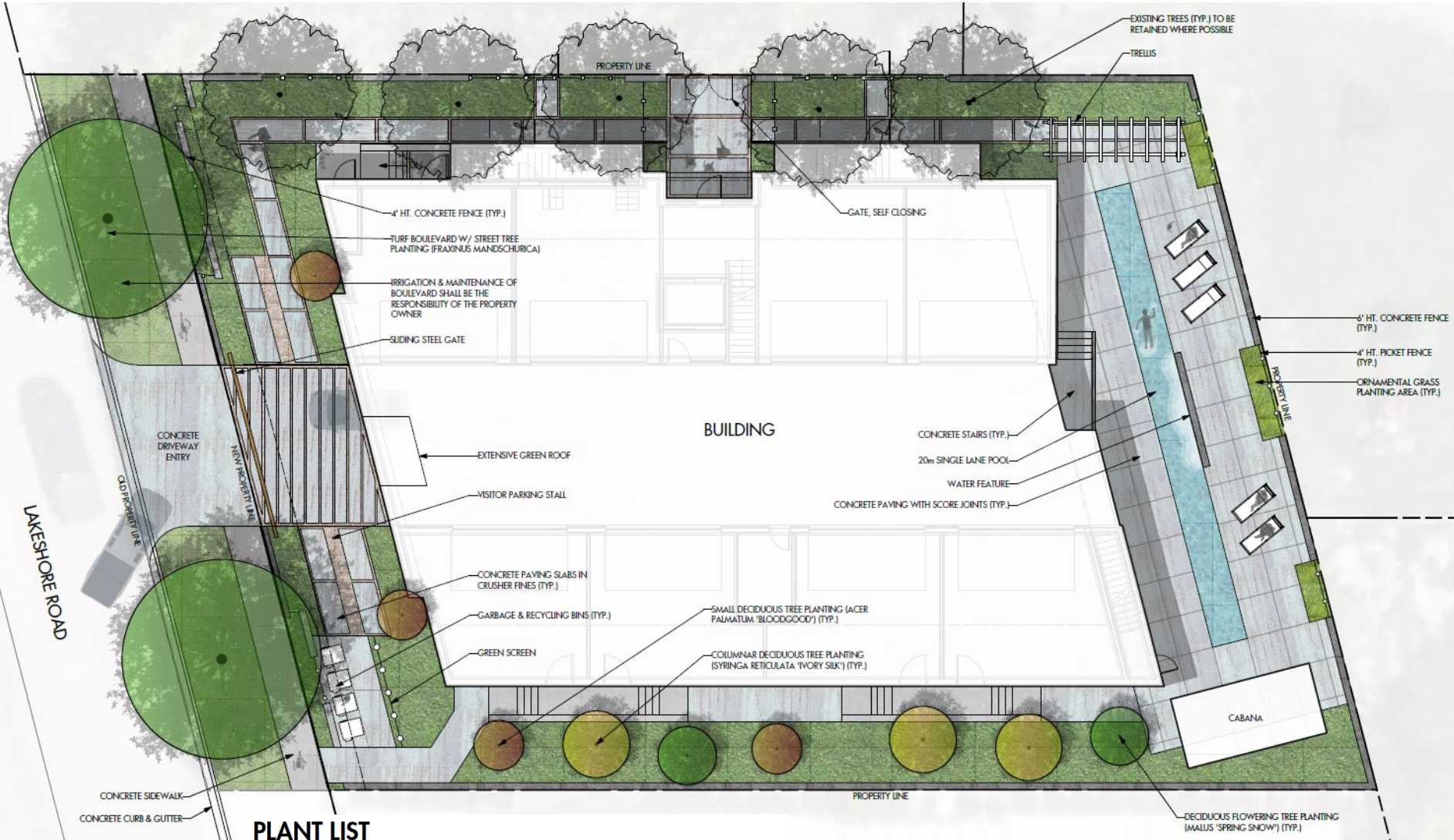


Rendering



WORMAN
HOUSING DESIGN + COMMUNITY DEVELOPMENT

Landscape Plan



PLANT LIST

BOTANICAL NAME

COMMON NAME

QTY

TREES

ACER PALMATUM 'BLOODGOOD'
FRAXINUS MANDSCHURICA
MALUS 'SPRING SNOW'
SYRINGA RETICULATA 'IVORY SILK'

BLOODGOOD JAPANESE MAPLE
MANCHURIAN ASH
SPRING SNOW CRABAPPLE
IVORY SILK TREE LILAC

4
2
2
3

SHRUBS, PERENNIALS & GRASSES

DESCAMPسيا CESPITOSA 'GOLDAU'
MISCANTHUS SINENSIS GRACILLIMUS'
MOLINIA ARUNDINACEA
PANICUM VIRGATUM 'ROSTRALBUSCH'
PENNISETUM ALOPECUROIDES 'RED HEAD'
YUCCA FILAMENTOSA 'GOLD SWORD'

GOLD DEW TUFTED HAIR GRASS
MAIDEN GRASS
TALL MOOR GRASS
RED SWITCH GRASS
RED HEAD FOUNTAIN GRASS
GOLD SWORD YUCCA

109
42
42
61
61
44

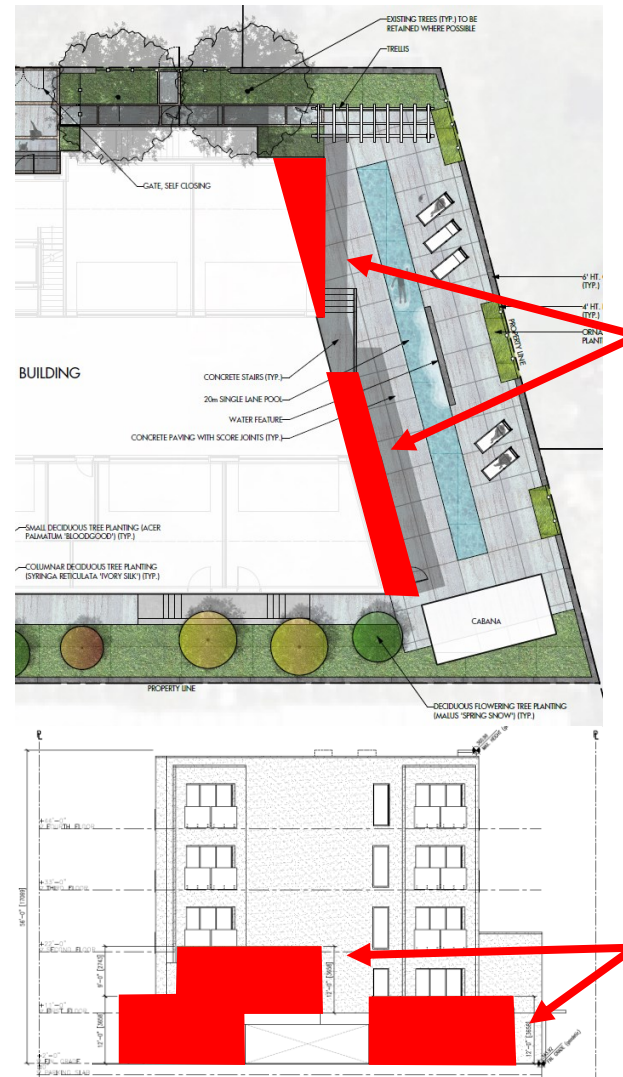
Variance 1: Side Yard Setback

- ▶ Reduce side yard setback below 2.5 storeys from 4m to 2.9m for north lot line.
- ▶ Applies only to unit entrances facing north
- ▶ RM5 zone allows setback facing street to be reduced to 1.5m for ground-oriented housing
- ▶ Ground-oriented housing faces park space



Variance 2: Rear Yard Setback

- ▶ Reduce rear yard setback from 9m to 6.8m.
- ▶ Applies only to 2 small areas of the building
- ▶ Areas face Belmont Park to the east
 - ▶ No impact on private property / privacy



Variance
Area

Variance
Area

Variance 3: Height (Storeys)

- ▶ Increase height from 4.5 storeys to 5 storeys.

- ▶ Measured height of building remains below permitted limit of 18m (17.1m)
- ▶ Lot surrounded on all sides by either park or multi-family housing
- ▶ Does not stand to negatively impact surrounding properties

Shadow Study



Development Policy

- ▶ Modern style, articulation provided through balconies windows and unit entrances
- ▶ Windows and balconies put 'eyes-on-the-street' and 'eyes-on-the-park' adding a sense of safety
- ▶ Ground-oriented entrances integrate and connect bldg. with the park / pathway
- ▶ Landscaping softens the modern design and integrates the development with the surrounding park



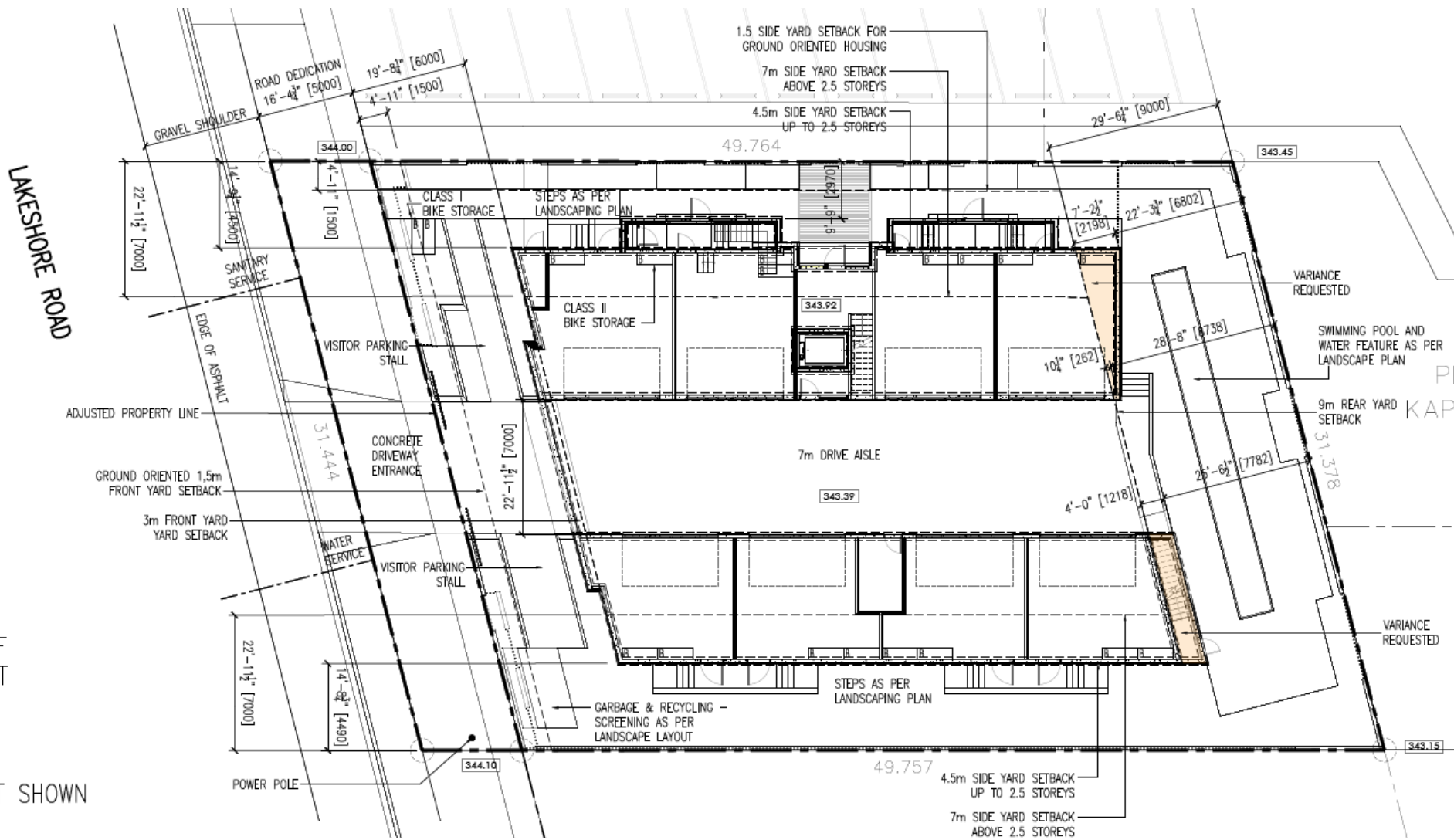
Staff Recommendation

- ▶ Staff support the Development Permit and proposed Variances:
 - ▶ Proposed development substantially meets the Comprehensive Design Guidelines
 - ▶ Side yard setback variance meets intent of ground-oriented housing
 - ▶ Rear yard setback variance does not impact private property / privacy
 - ▶ Height of building remains below sheer height limit and does not unduly impact neighbouring properties

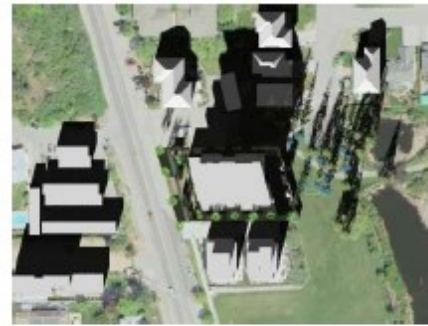


Conclusion of Staff Remarks

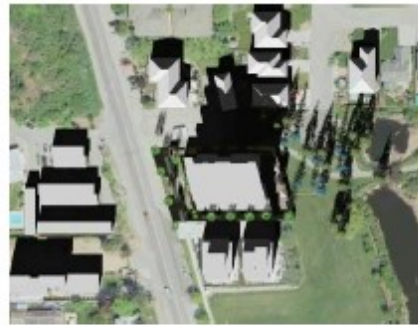
Site Plan



Shadow Study



JANUARY 01, 2PM



FEBRUARY 01, 2PM



MARCH 01, 2PM



APRIL 01, 2PM



MAY 01, 2PM



JUNE 01, 2PM



JULY 01, 2PM



AUGUST 01, 2PM



SEPTEMBER 01, 2PM



OCTOBER 01, 2PM



NOVEMBER 01, 2PM



DECEMBER 01, 2PM

REPORT TO COUNCIL



Date: November 17, 2020

To: Council

From: City Manager

Department: Development Planning Department

Application: DP20-0178 / DVP20-0179 **Owner:** City of Kelowna

Address: 5800 and 5930 Lapointe Drive **Applicant:** KF Aerospace Centre of Excellence (Paula Quinn)

Subject: Development Permit and Development Variance Permit

Existing OCP Designation: IND- Industrial

Existing Zone: CD12- Airport

1.0 Recommendation

That Council authorizes the issuance of Development Permit No. DP20-0178 for Lot 5, District Lot 32, Osoyoos Division Yale District, Plan EPP65593, located at 5800 Lapointe Drive and Lot 4, District Lot 32 and District Lot 120, Osoyoos Division Yale District, Plan EPP65593, located at 5930 Lapointe Drive, 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 two lots are consolidated into one lot.

AND THAT Council authorize the issuance of Development Variance Permit DVP20-0179 for Lot 5, District Lot 32, Osoyoos Division Yale District, Plan EPP65593, located at 5800 Lapointe Drive and Lot 4, District Lot 32 and District Lot 120, Osoyoos Division Yale District, Plan EPP65593, located at 5930 Lapointe Drive, Kelowna, BC;

AND THAT the variances to the following sections of Zoning Bylaw No. 8000 be granted, as shown on Schedule "A, B, & C":

Section 18 1.5(b): CD12 – Airport - Development Regulations

To vary the maximum height from 12.0m / 3 storeys required to 14.0m / 2 storeys proposed.

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 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 review the Form & Character Development Permit for a two storey Centre of Excellence building for KF Aerospace and to consider one variance to increase the building height by 2.0 metres (from a 12.0 metres to 14.0 metres).

3.0 Development Planning

3.1 Development Permit

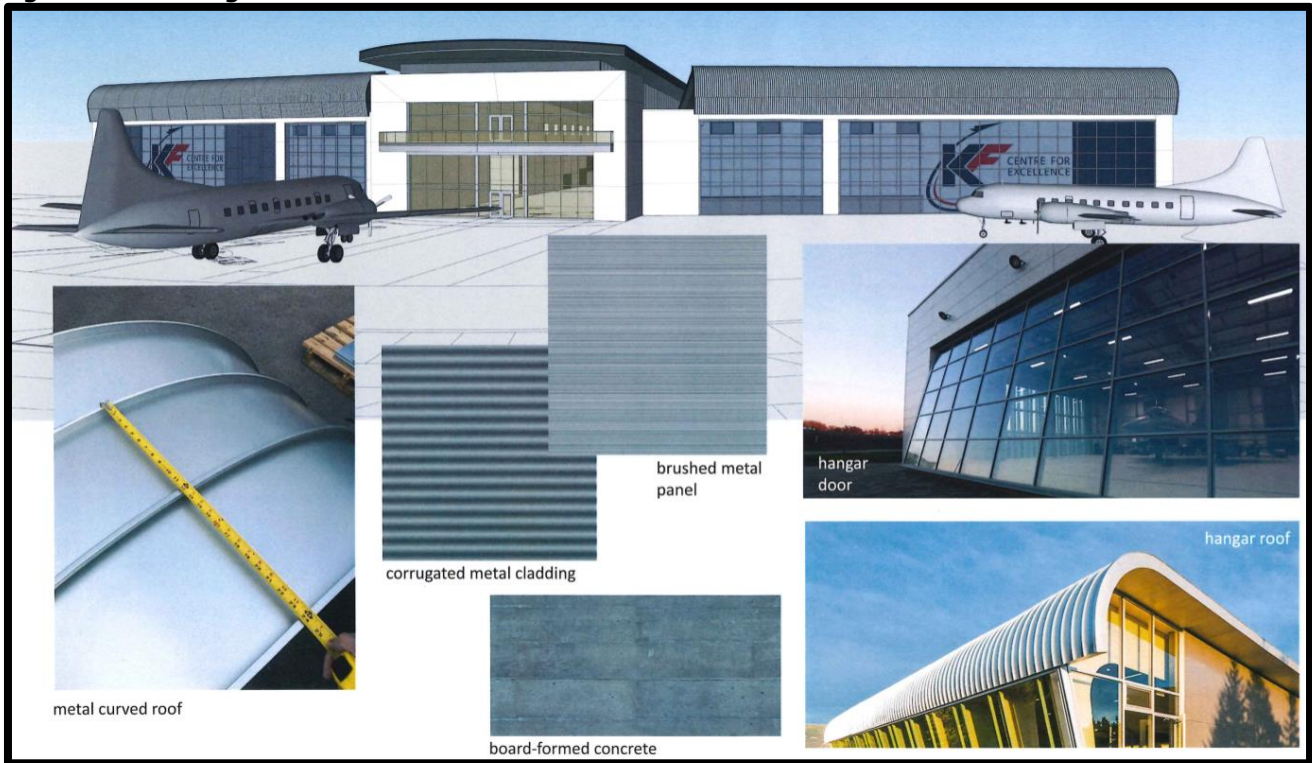
Staff are recommending support for the proposed Development Permit due to the proposal's consistency with the Official Community Plan's (OCP) design guidelines. The building form, character, and massing exceed the OCP guidelines for industrial buildings and will be a positive legacy project.

The KF aerospace Centre for Excellence Project and building will be unique and will tell the story of the local company and the aviation industry. The applicant has provided a short description of the anticipated benefits that the project will bring to the Okanagan (See Attachment 'A').

The extra 2.0 metre height variance is acceptable to Nav Canada and the Airport. The variance is considered minor in order to construct the necessary height of the hanger space.

The building design is modelled from an airplane with the 'wings' acting as the hangers. See the rendering below for the typical materials used and overall design of the building.

Figure 1: Rendering and Material Selection



Subject Property Map: 5800 Lapointe Drive and 5930 Lapointe Drive



4.0 Proposal

4.1 Zoning Analysis Table

Zoning Analysis Table		
CRITERIA	CD12 ZONE REQUIREMENTS	PROPOSAL
Development Regulations		
Height	12.0 m / 3 storeys	14.0 m / 2 storeys ^❶
Front Yard (East)	6.0 m	Approx. 55.0 m
Side Yard (South)	4.5 m	5.9 m
Side Yard (North)	4.5 m	9.1 m
Rear Yard (West)	4.5 m	Approx. 30.0 m
Site coverage of buildings	50 %	43%
FAR	0.65	0.23
Parking Regulations		
Minimum Parking Requirements	28 parking stalls	30 parking stalls
Minimum Loading Spaces	3 spaces	3 spaces
Ratio of Parking Stalls	Regular size: 50% Min Small Size: 50% Max	Regular size: 100% Small Size: 0%
Minimum Drive Aisle Width	7.0 m	7.0 m
Other Regulations		
Minimum Bicycle Parking Requirements	3 bikes	3 bikes
^❶ A variance to increase the permitted height by 2.0 metres (from 12 metres to 14 metres);		

5.0 Current Development Policies

5.1 Kelowna Official Community Plan (OCP)

Objective 5.5: Ensure appropriate and context sensitive built form.

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

- Contextual fit into the surrounding neighbourhood;
- Shadowing of the public realm;
- View impacts;
- Overlook and privacy impact on neighbouring buildings;
- Impacts on the overall skyline;
- Impacts on adjacent or nearby heritage structures;

¹ City of Kelowna Official Community Plan, Policy 5.22.6 (Development Process Chapter). ³ City of Kelowna Official Community Plan, Chapter 14 (Urban Design Development Permits Area).

Chapter 14: Urban Design Guidelines Amenities, ancillary Services and Utilities.⁵

- Locate loading, garbage, storage, utilities and other ancillary services away from public view. All such areas shall be screened and designed as an integral part of the building to minimize impact;
- Create attractive rear alley facades with high quality materials on buildings facing residential areas (e.g. rear building entrances, windows, balconies, plazas, and plantings).

Chapter 4: Land Use Designation Massing and Height.³

- Mitigate the actual and perceived bulk of buildings by utilizing appropriate massing, including:
- Architectural elements (e.g. balconies, bay windows, cantilevered floors, cupolas, dormers);
- Visually interesting rooflines (e.g. variations in cornice lines and roof slopes);
- Step back upper floors to reduce visual impact;
- Detailing that creates a rhythm and visual interest along the line of the building;
- Wall projections and indentations, windows and siding treatments as well as varied material textures should be utilized to create visual interest and to articulate building facades;
- Building frontages that vary architectural treatment in regular intervals in order to maintain diverse and aesthetically appealing streets.

6.0 Application Chronology

Date of Application Received: Sept 15th, 2020
 Date of Public Consultation Completed: n/a

Report prepared by: Adam Cseke, Planner Specialist
Reviewed and Approved by: Jocelyn Black, Urban Planning Manager
 Terry Barton, Development Planning Department Manager
 Ryan Smith, Divisional Director, Planning & Development Services

Attachments:

1. DP20-0178 / DVP20-0179
 - a. Schedule 'A' Dimensions and Siting of the buildings;
 - b. Schedule "B" Exterior Design and Finish of the buildings;
 - c. Schedule "C" Landscaping;
2. Attachment 'A' Applicant Letter
3. Attachment 'B' Development Engineering Memo

DRAFT Development Permit & Development Variance Permit DP20-0178 / DVP20-0179



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

5800 Lapointe Dr, legally known as Lot 5, District Lot 32, Osoyoos Division Yale District, Plan EPP65593; and

5930 Lapointe Dr, legally known as Lot 4, District Lot 32 and District Lot 120, Osoyoos Division Yale District, Plan EPP65593

and permits the land to be used for a mixed-use development described in Schedule 'A', 'B', and 'C'.

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

Date of Council Decision November 17th 2020

Decision By: COUNCIL

Development Permit Area: Comprehensive

Existing Zone: CD12 - Airport

Future Land Use Designation: IND - Industrial

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: City of Kelowna

Applicant: KF Aerospace Centre of Excellence (Paula Quinn, Executive Director)

Planner: AC

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.

AND THAT the variances to the following sections of Zoning Bylaw No. 8000 be granted, as shown on Schedule "A, B, & C":

Section 18 1.5(b): CD12 – Airport – Development Regulations

- e) To vary the maximum height from 12.0m / 3 storeys required to 14.0m / 2 storeys proposed.

This Development Permit and Development Variance 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 **\$101,426.25 (\$81,141.00 x 125%)**

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.

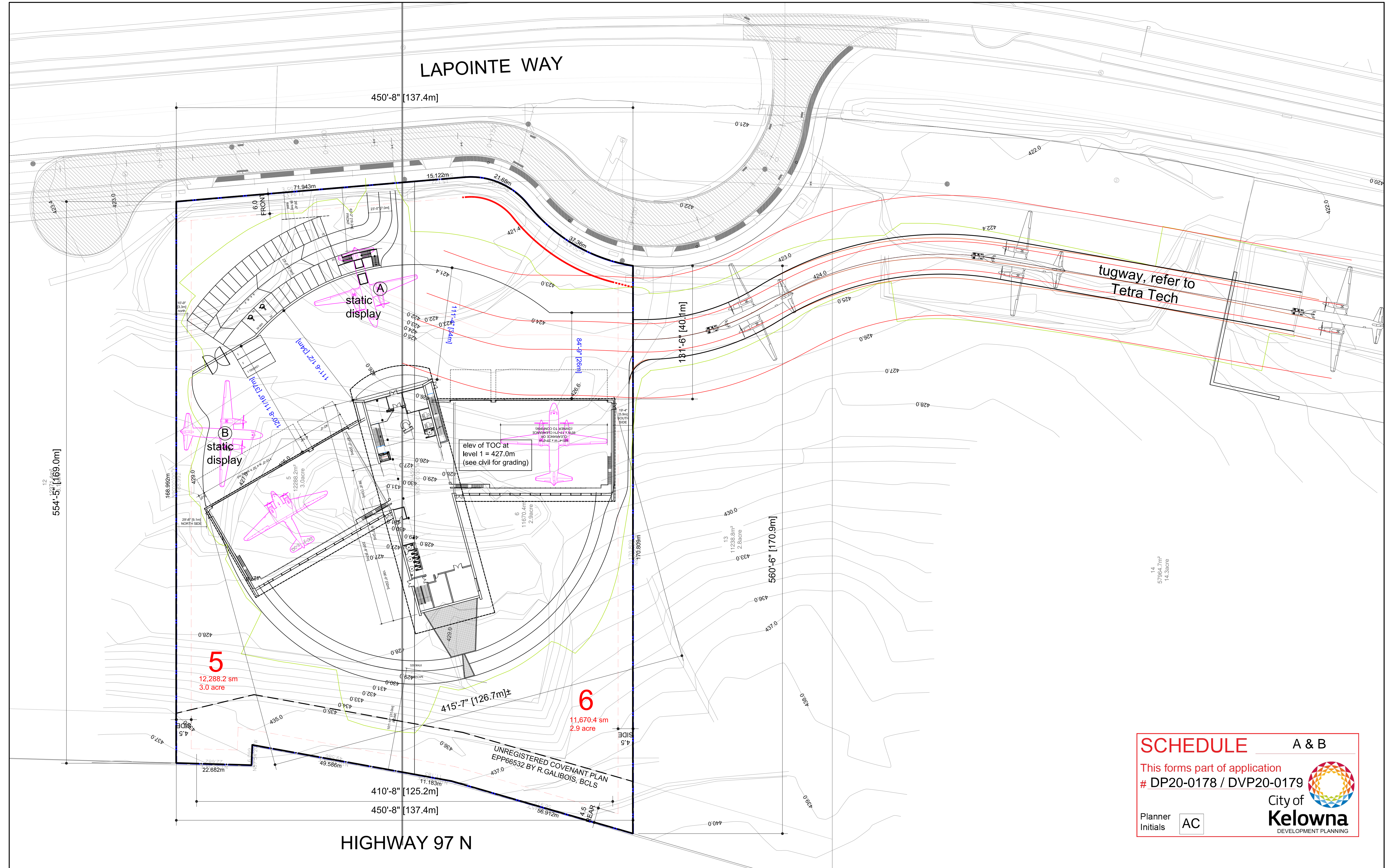
5. INDEMNIFICATION

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 CURRENT LAND OWNER.
Security shall ONLY be returned to the signatory of the
Landscape Agreement or their designates.**



SCHEDULE A & B

This forms part of application
DP20-0178 / DVP20-0179

Planner Initials **AC**

City of Kelowna
DEVELOPMENT PLANNING

2020-09-10
DP

No.	Date	Revision
1	2020-09-10	DP SUBMISSION



Project Title
**KF Aerospace
Centre for Excellence**



Consultant Seal

233 BERNARD AVENUE
KELOWNA, B.C.
V1Y 6N2
TEL: 250.762.3004
EMAIL: kel-mat@shaw.ca

m+m a
MEIKLEJOHN ARCHITECTS INC.

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Date	2020-09-10
Job No.	m+m 18-1840
Scale	AS SHOWN
Drawn	SN
Checked	JM

Drawing Title
SITE PLAN

scale: 40' = 1' 0"

Drawing Number

A2.01

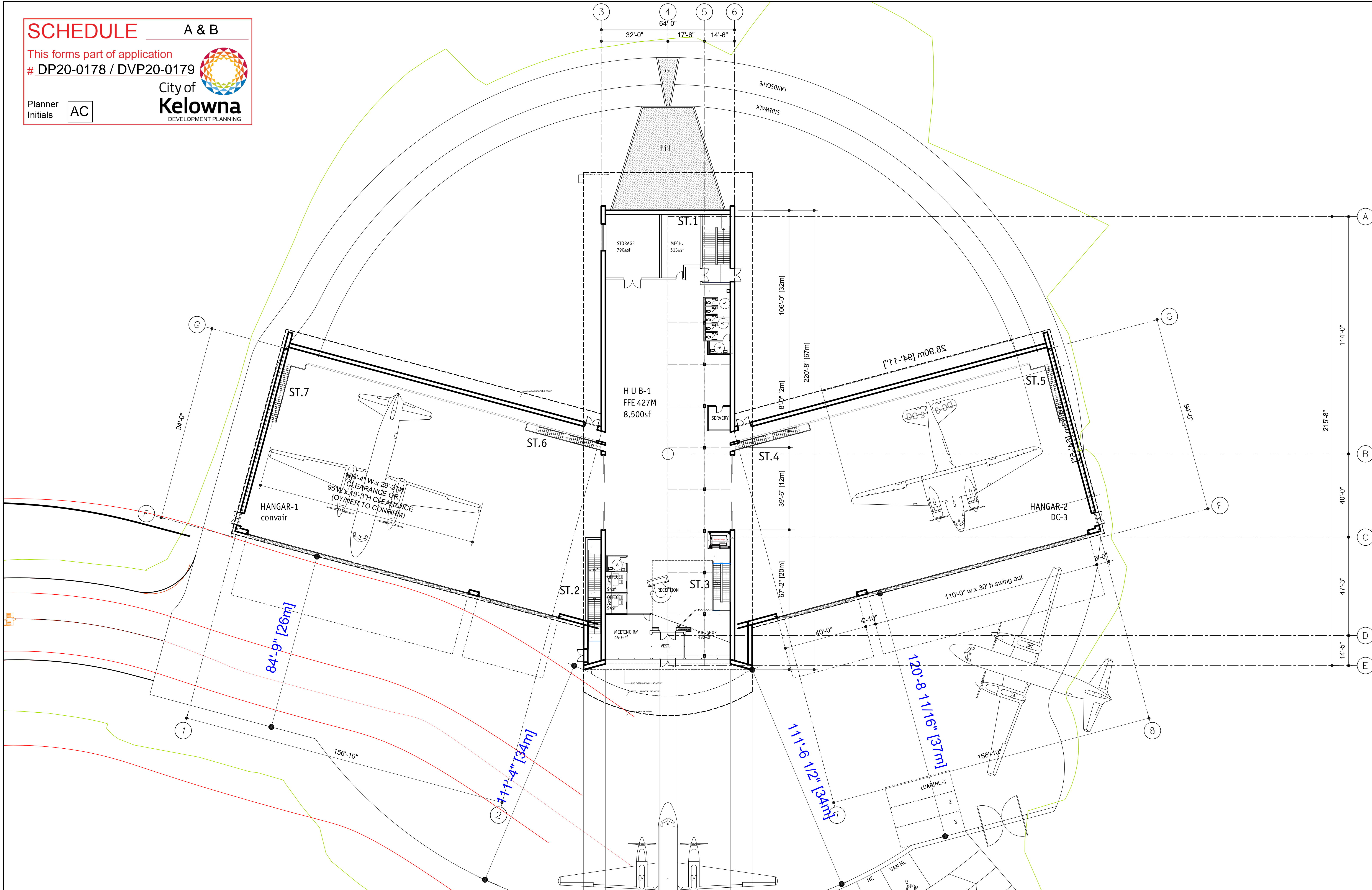
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ALL DIMENSIONS SHALL BE VERIFIED ON JOB

SCHEDULE

A & B

This forms part of application
DP20-0178 / DVP20-0179

Planner
Initials AC



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Centre for Excellence



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EMAIL: kel-mal@shaw.ca



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Drawing Title
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SCHEDULE

A & B

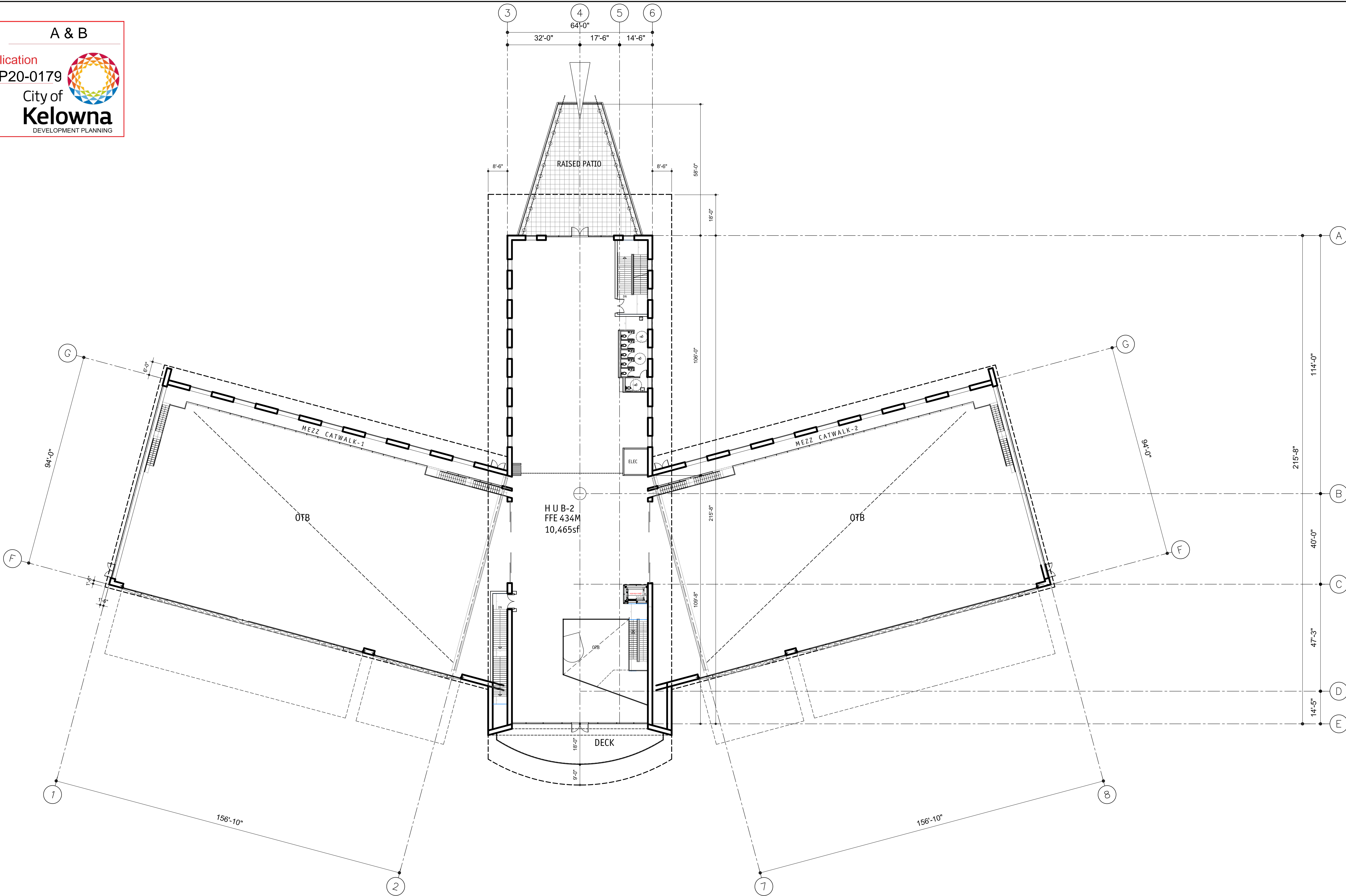
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DP20-0178 / DVP20-0179



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Drawing Title
LEVEL 2

scale: 20'=1'0"

Drawing Number

A3.02
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ALL DIMENSIONS SHALL BE VERIFIED ON JOB

SCHEDULE

A & B

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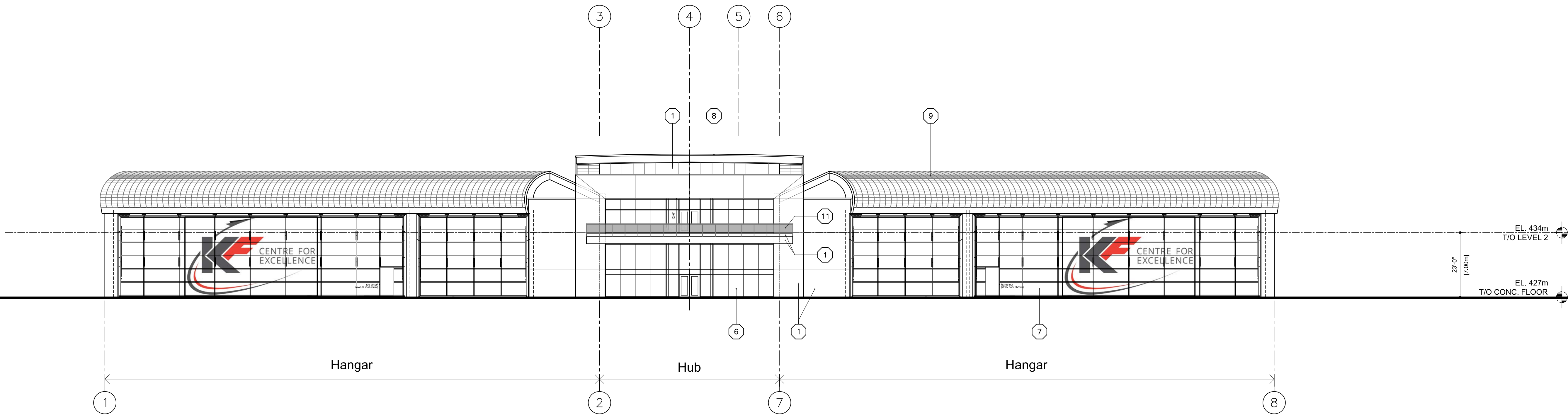
Planner Initials

AC

City of Kelowna

DEVELOPMENT PLANNING

ELEVATION KEY NOTE:	
ALL COLOURS TO BE CHOSEN BY ARCHITECT FROM APPROVED PRODUCT MANUF'S STANDARD LINE OF COLOURS.	
1	PREFIN METAL CLADDING PANELS
2	PREFIN HORIZ CORRUGATED METAL CLADDING
3	PREFIN METAL LOUVERED GRILLES (SEE MECH)
4	EXPOSED BOARD FORMED CONCRETE FINISH
5	ALUM WINDOW: CLEAR ANODISED
6	ALUM CURTAIN WALL: CLEAR ANODISED
7	ALUM GLASS OVERHEAD DOOR
8	PREFIN SHEET METAL FLASHING
9	PREFIN HEAVY GAUGE METAL ROOF CLADDING C/W STANDING SEAM JOINTS
10	FINISHED GRADE (SEE CIVIL)
11	GLASS GUARDRAIL



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Drawing Title
FRONT ENTRY
ELEVATION
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Drawing Number
A4.01
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ALL DIMENSIONS SHALL BE VERIFIED ON JOB

SCHEDULE

A & B

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DP20-0178 / DVP20-0179

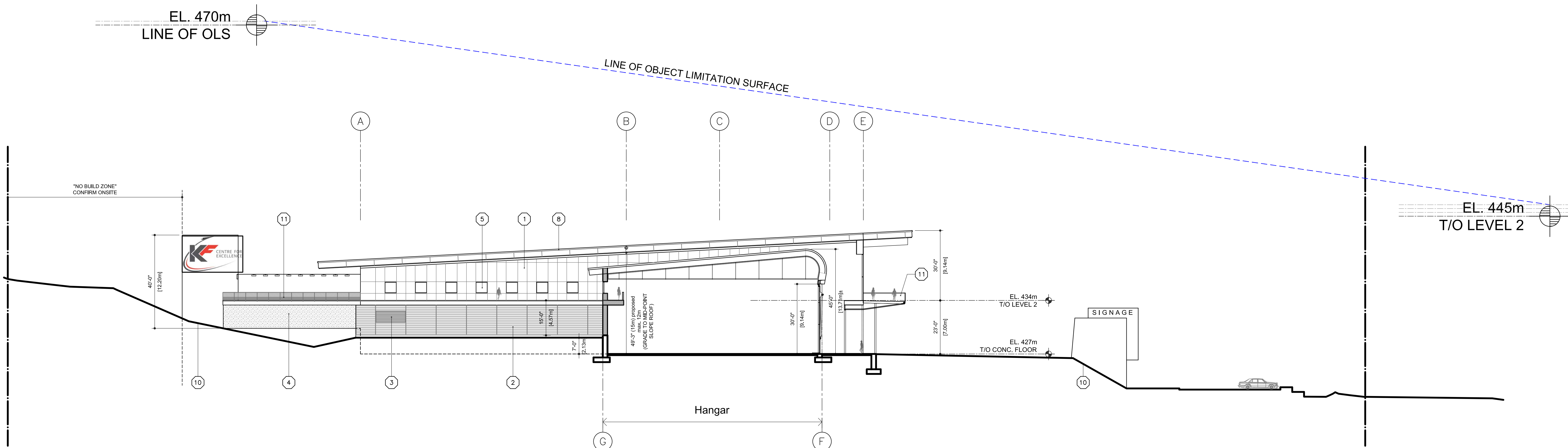
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NOTE:
SEE A4.01 FOR ELEVATION
KEY NOTE LEGEND



2020-09-10
DP

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KF Aerospace
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Drawing Title
SIDE SECTIONAL
ELEVATION
scale: 20'=1'0"

Drawing Number
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DRAWINGS ARE NOT TO BE SCALED.
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DEVELOPMENT PLANNING

NOTE:
SEE A4.01 FOR ELEVATION
KEY NOTE LEGEND

The diagram is a detailed architectural elevation of the KF Aerospace Centre for Excellence. It shows a long, low-profile building with a central section labeled 'Hub' and two larger sections on either side labeled 'Hangar'. The building features a series of windows and doors. Various callouts (1-11) are placed around the building, likely indicating specific features or materials. Elevation markers on the right side indicate 'EL. 434m T/O LEVEL 2' and 'EL. 427m T/O CONC. FLOOR'. The drawing is oriented horizontally, with the building's length running from left to right.

2020-09-10
DP

No.	Date	Revision
1	2020-09-10	DP SUBMISSION

Project Title
KF Aerospace
Centre for Excellence

The logo for the KF Centre for Excellence, featuring a stylized 'KF' in red and black, with the text 'CENTRE FOR EXCELLENCE' to the right.

Consultant Seal

233 BERNARD AVENUE
KELOWNA, B.C.
V1Y 6N2
TEL: 250.762.3004
EMAIL: kel-mat@shaw.ca

The logo for Meiklejohn Architects Inc., featuring the stylized text 'm+m a' in a circle, with 'MEIKLEJOHN ARCHITECTS INC.' below it.

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Date	2020-09-10
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Checked	JM

Drawing Title
REAR PATIO
ELEVATION
scale: 20'=1'0"

Drawing Number
A4.03
DRAWINGS ARE NOT TO BE SCALED.
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135



site

kelowna
airport

ubco

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A & B

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DP20-0178 / DVP20-0179

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SCHEDULE

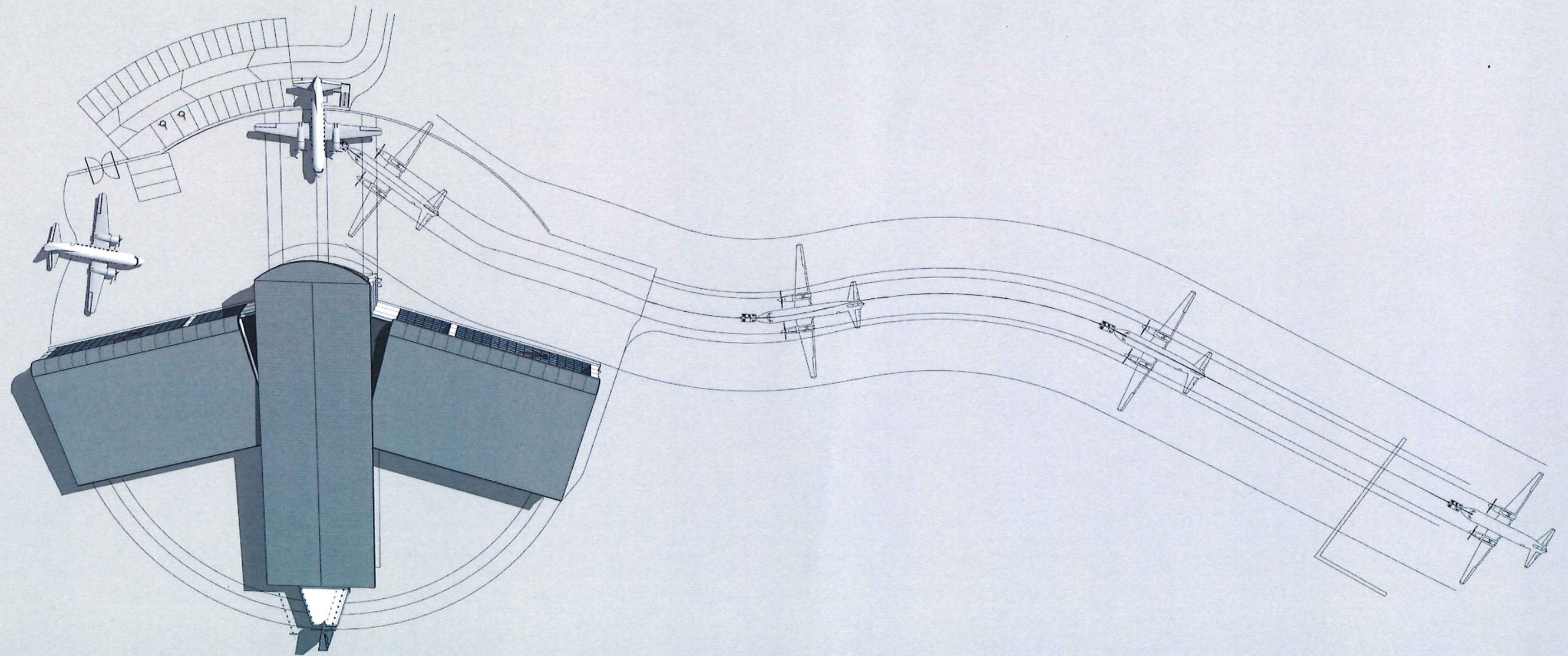
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DP20-0178 / DVP20-0179

Planner Initials **AC**

A & B



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SCHEDULE A & B

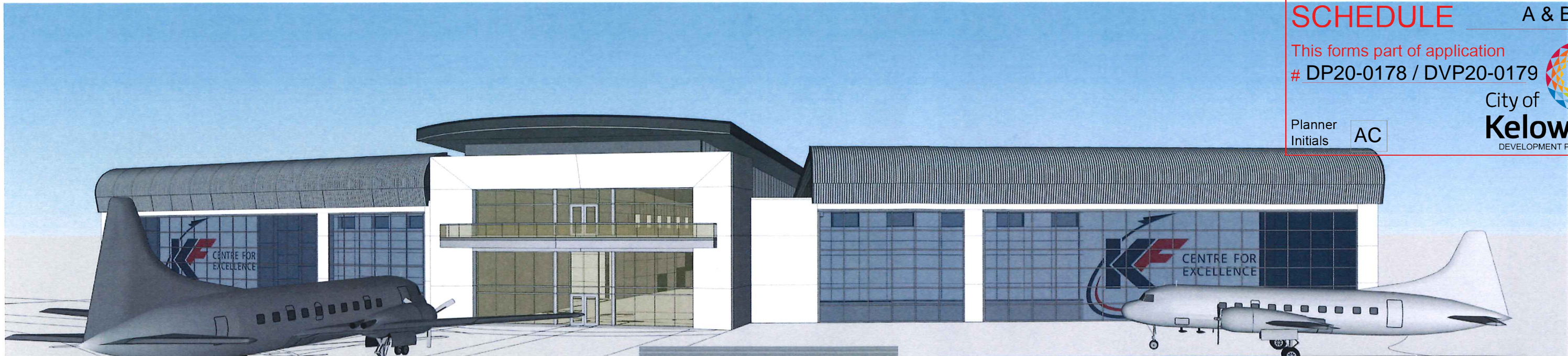
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DP20-0178 / DVP20-0179

Planner
Initials

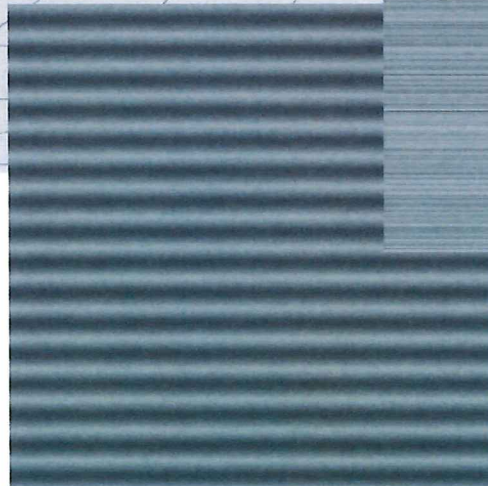
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DEVELOPMENT PLANNING

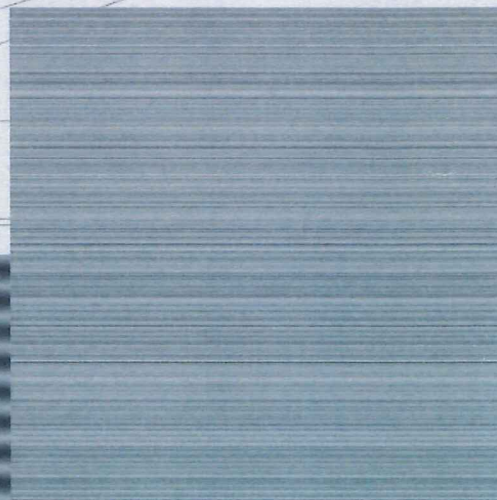




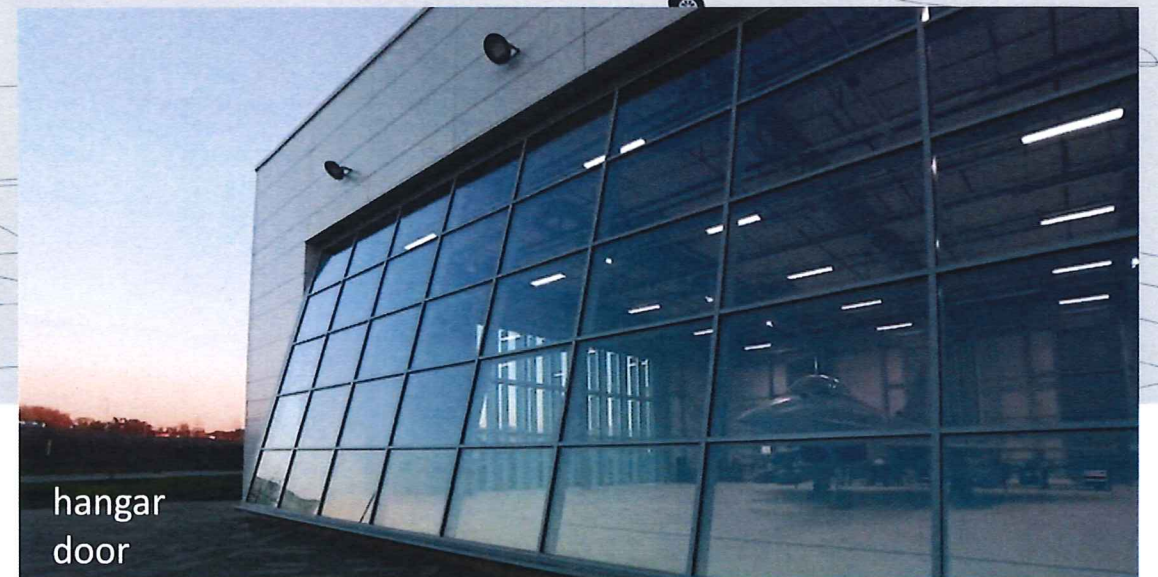
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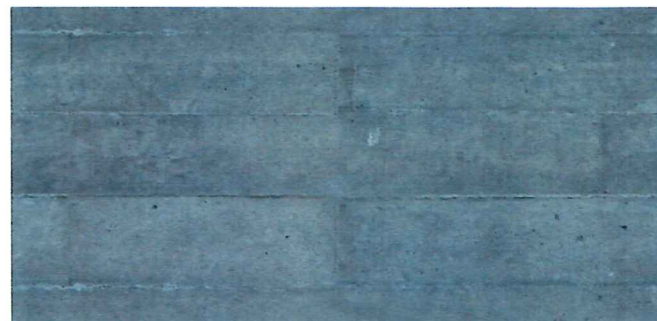
corrugated metal cladding



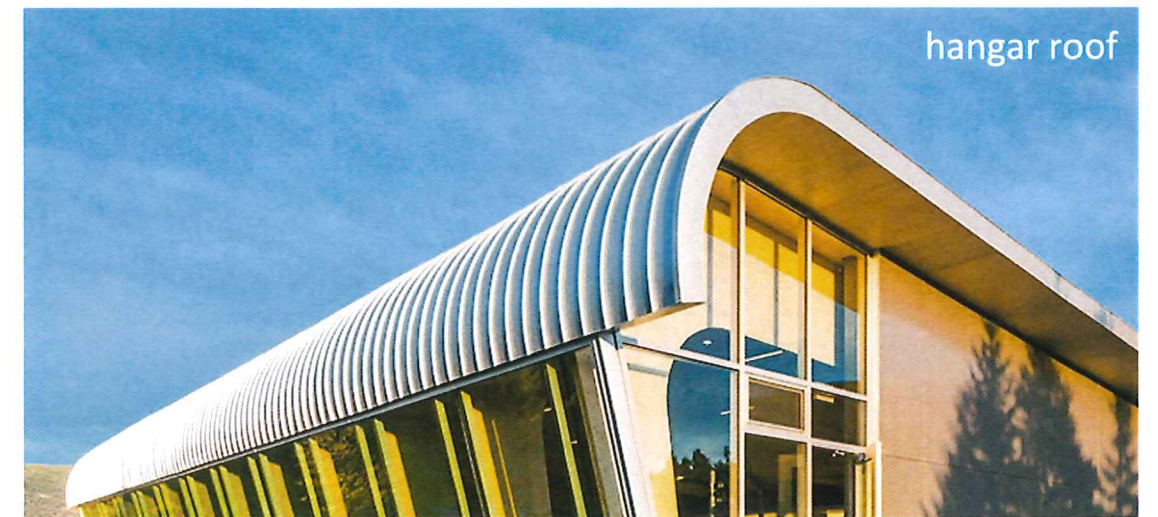
brushed metal panel



hangar door



board-formed concrete



hangar roof

SCHEDULE

A & B

This forms part of application

DP20-0178 / DVP20-0179

Planner
Initials

AC

City of
Kelowna
DEVELOPMENT PLANNING





TETRA TECH

CONSULTANT

0	2020/09/10	ISSUED FOR REVIEW
REV.	DATE	ISSUED FOR/REVISION:

REV.	DATE	ISSUED FOR/REVISION:
------	------	----------------------

SEA

PRELIMINARY
• DRAFT

PERMIT

CLIENT



AEROSPACE

PROJECT NAME

KF AEROSPACE
CENTRE FOR EXCELLENCE

KELOWNA INTERNATIONAL AIRPORT

SHEET TITLE

SITE PLAN

DSG BY:

APV BY:

DWN BY:

PRJ NO.	
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CKD BY:

	DWG FILE
--	----------

100

SHEET NO.

1.	
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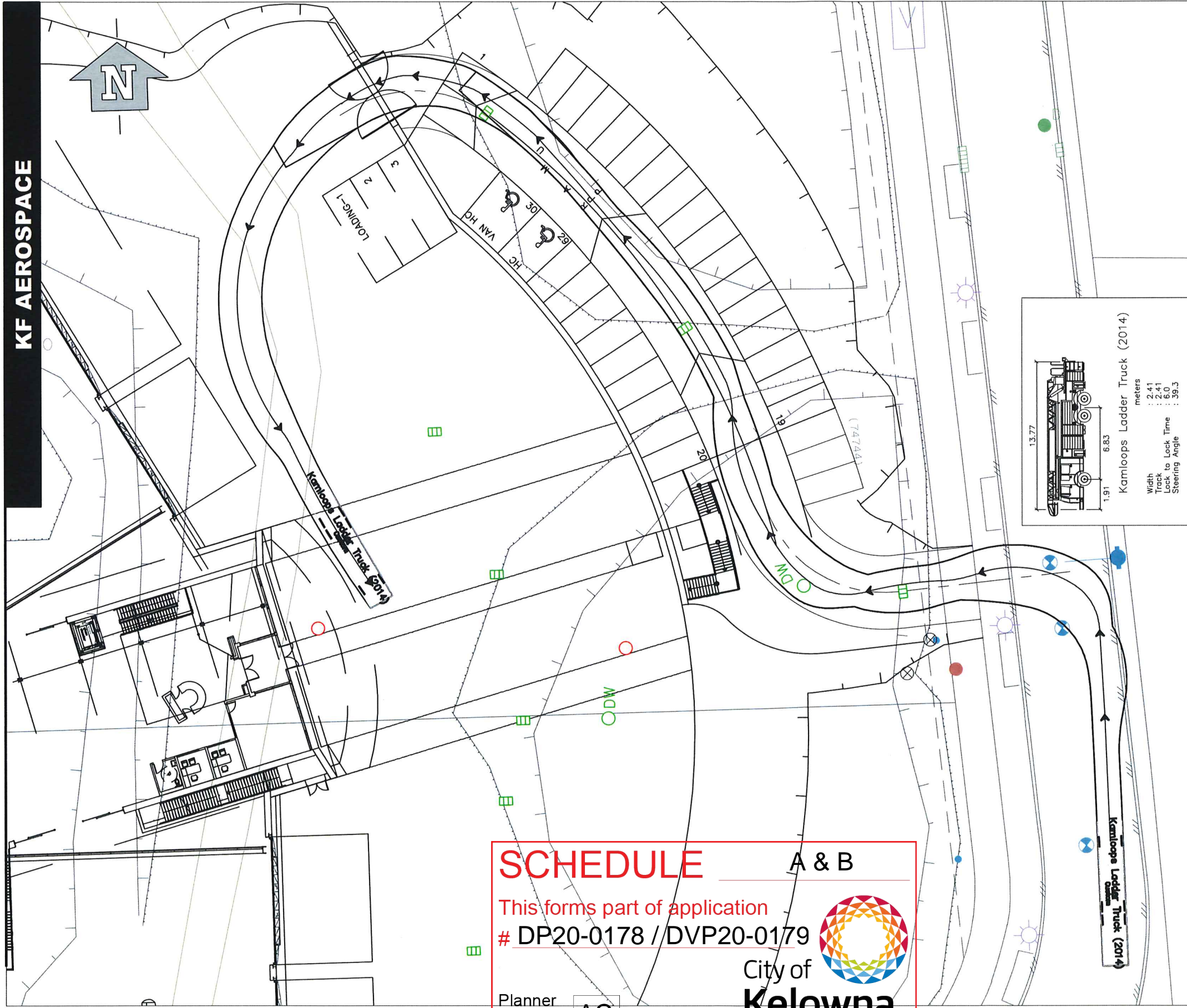
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50 mm.

14.1

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SCHEDULE

This forms part of application

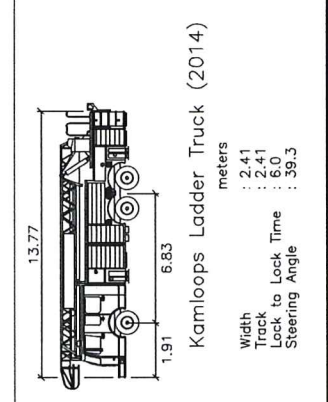
DP20-0178 / DVP20-0179

Planner Initials

AC

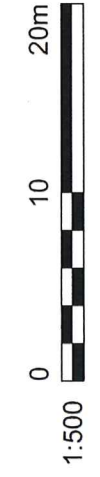
City of Kelowna

DEVELOPMENT PLANNING



URBAN
S Y S T E M S

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SEPTEMBER 2020
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Client/Project
KF AEROSPACE CENTRE FOR EXCELLENCE
Revision Date
2020-09-02
Figure
4734.0001.01
Title
TURNING MOVEMENT LADDER FIRE TRUCK

SCHEDULE

A & B

This forms part of application

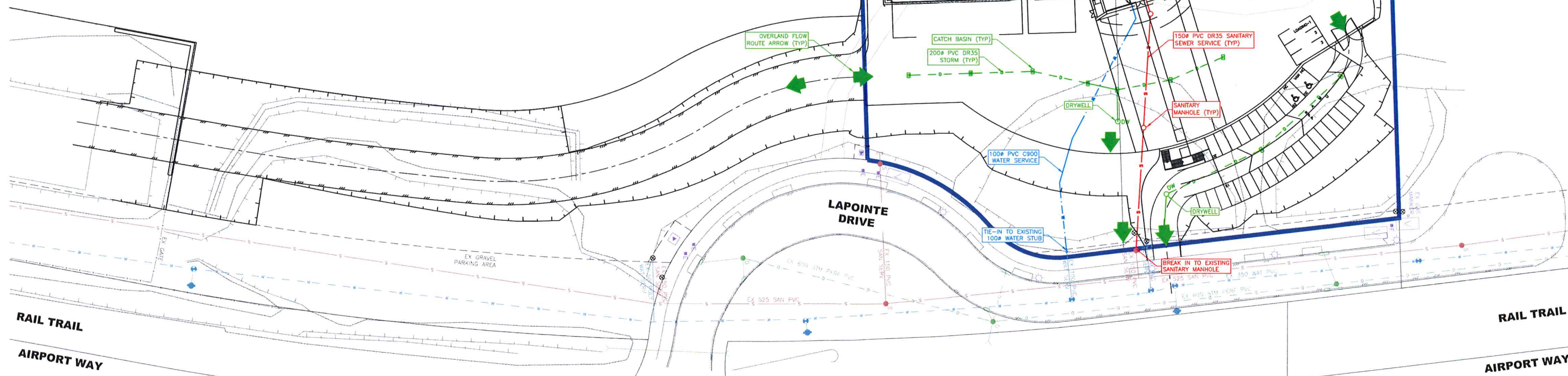
DP20-0178 / DVP20-0179



City of
Kelowna
DEVELOPMENT PLANNING

Planner
Initials

AC



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INFORMATION
SEPTEMBER 2020
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Client/Project	
KF AEROSPACE CENTRE FOR EXCELLENCE	
Revision Date	Figure
2020-09-02	
4734.0001.01	
Title	
SITE SERVICING DRAFT PLAN	

SCHEDULE

A & B

This forms part of application

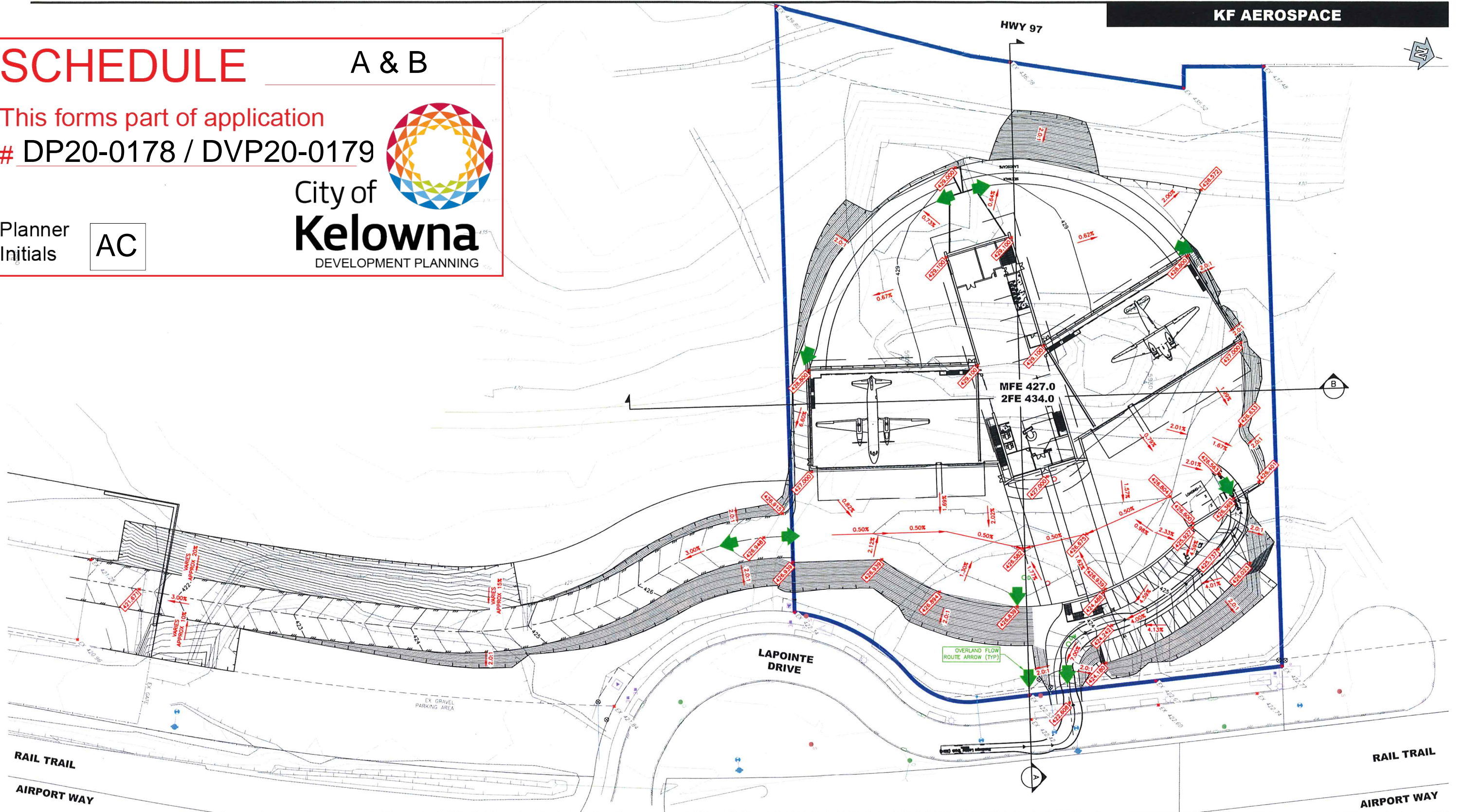
DP20-0178 / DVP20-0179

City of
Kelowna
DEVELOPMENT PLANNING



Planner
Initials

AC



KF AEROSPACE

HWY 97

MFE 427.0
2FE 434.0

LAPOINTE
DRIVE

RAIL TRAIL

AIRPORT WAY

RAIL TRAIL

AIRPORT WAY

URBAN
SYSTEMS

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INFORMATION
SEPTEMBER 2020
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Client/Project	
KF AEROSPACE CENTRE FOR EXCELLENCE	
Revision Date	Figure
2020-09-02	
4734.0001.01	Title
FINISHED GRADING SITE PLAN	

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OUTLAND DESIGN
LANDSCAPE ARCHITECTURE

Wednesday, October 14, 2020

KF Aerospace Center for Excellence
C/o Meiklejohn Architects Incorporated
233 Bernard Avenue
Kelowna BC V1Y 6N2
Attn: Jim Meiklejohn & Shirley Ng
Tel: (250) 762-3004
Email: jim-mai@shaw.ca & Shirley-mai@shaw.ca

Re: KF Aerospace Center for Excellence– Preliminary Cost Estimate for Bonding

Dear Jim:

Please be advised of the following preliminary cost estimate for bonding of the proposed landscape works shown in the KF Aerospace Center for Excellence conceptual landscape plan dated 20.10.14;

- Landscape Improvements: 12,672 square metres (136,400 square feet) = \$81,141.00

This preliminary cost estimate is inclusive of trees, shrubs hydroseed, mulch, topsoil & irrigation.

You will be required to submit a performance bond to the City of Kelowna in the amount of 125% of the preliminary cost estimate. Please do not hesitate to contact me with any questions about the landscape plan.

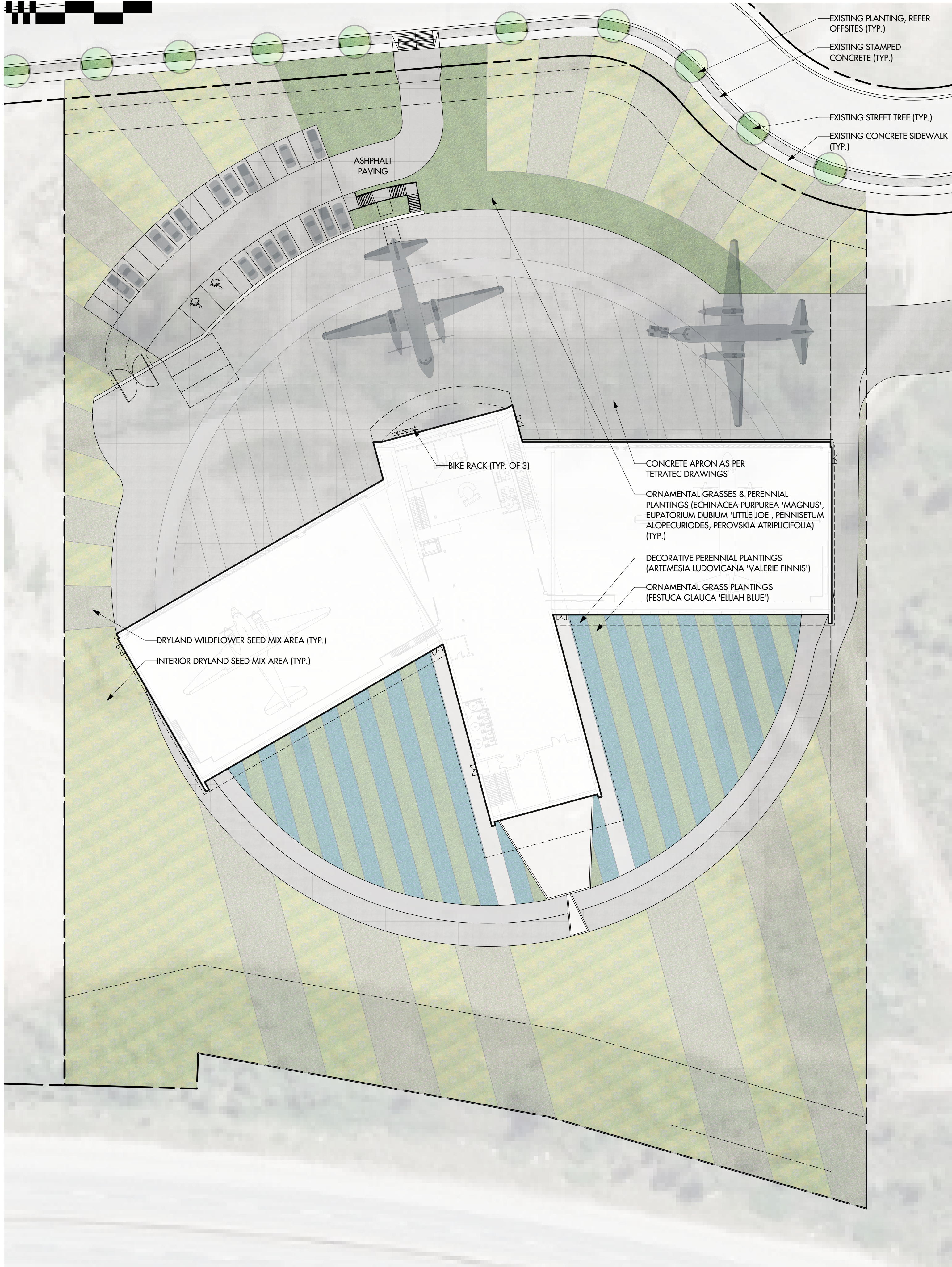
Best regards,

Fiona Barton, MBCSLA, CSLA
as per
Outland Design Landscape Architecture

SCHEDULE	C
This forms part of application # DP20-0178 / DVP20-0179	
Planner Initials	AC
City of Kelowna DEVELOPMENT PLANNING	

303-590 KLO Road, Kelowna, BC, V1Y 7S2P 250.868.9270
outlanddesign.ca

0 5 10 15 20 25 M



SCHEDULE

C

This forms part of application
DP20-0178 / DVP20-0179

Planner
Initials

AC

City of
Kelowna

DEVELOPMENT PLANNING



NOTES

1. PLANT MATERIAL AND CONSTRUCTION METHODS SHALL MEET OR EXCEED THE CANADIAN LANDSCAPE STANDARD.
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 50mm DOUGLAS RED FIR MULCH, AS SHOWN IN PLANS. DO NOT PLACE WEED MAT UNDERNEATH TREE AND SHRUB BEDS.
4. TREE AND SHRUB BEDS TO RECEIVE A MINIMUM 300mm DEPTH TOPSOIL PLACEMENT.
5. TURF AREAS FROM SOD SHALL BE NO. 1 GRADE GROWN FROM CERTIFIED SEED OF IMPROVED CULTIVARS REGISTERED FOR SALE IN B.C. AND SHALL BE TOLERANT OF DROUGHT CONDITIONS. A MINIMUM OF 100mm DEPTH OF GROWING MEDIUM IS REQUIRED BENEATH TURF AREAS. TURF AREAS SHALL MEET EXISTING GRADES AND HARD SURFACES FLUSH.
6. 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.
7. HYDROSEEDING DRYLAND SEED AREAS:

INTERIOR DRYLAND SEED MIXTURE	BY WEIGHT	WILDFLOWER SEED MIXTURE	BY WEIGHT
CRESTED WHEATGRASS	40%	SILKY LUPINE	30%
TALL WHEATGRASS	25%	BALSAM ROOT	30%
SLENDER WHEATGRASS	20%	BROWN EYED SUSAN	35%
HARD FESCUE	15%		

HYDROSEEDING APPLICATION RATE (DRYLAND SEED AREA)			
NATIVE SEED	INTERIOR DRYLAND SEED MIXTURE	75KG/HECTARE	
	WILDFLOWER SEED MIXTURE	1KG/HECTARE	
FERTILIZER	18-18-18-2	50%	
	SULPHUR COATED UREA	300KG/HECTARE	
MULCH	CANFOR ECOFIBRE PLUS TAC	2,800KG/HECTARE	
TACKIFIER	GUAR	3% OF MIX	

THE PRECEDING HYDROSEEDING MIXTURE IS TO BE APPLIED TO THE DRYLAND SEED AREA AS SHOWN ON THE DRAWING. SEED MIX TO BE CERTIFIED #1 GRADE BY AGRICULTURE CANADA. REFER MANUFACTURER'S SPECIFICATIONS FOR PRODUCT DELIVERY, STORAGE & PROTECTION.

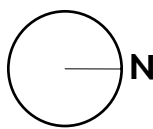
PLANT LIST

BOTANICAL NAME	COMMON NAME	QTY	SIZE/SPACING & REMARKS
SHRUBS, PERENNIALS, GRASSES & GROUNDCOVERS			
ARTEMESIA LUDOVICANA 'VALERIE FINNIS'	WHITE SAGE	1107	PLUGS /1.0M O.C. SPACING
ECHINACEA PURPUREA 'MAGNUS'	MAGNUS CONEFLOWER	192	PLUGS /1.5M O.C. SPACING
EUPATORIUM DUBIUM 'LITTLE JOE'	LITTLE JOE DWARF JOE PYE	192	PLUGS /1.5M O.C. SPACING
FESTUCA GLAUCA 'ELIJAH BLUE'	BLUE FESCUE	1107	PLUGS /1.0M O.C. SPACING
PENNISETUM ALOPECUROIDES	FOUNTAIN GRASS	436	PLUGS /1.0M O.C. SPACING
PEROVSKIA ATRIPLICIFOLIA	RUSSIAN SAGE	192	PLUGS /1.5M O.C. SPACING



OUTLAND DESIGN
LANDSCAPE ARCHITECTURE

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



PROJECT TITLE

**KF AEROSPACE CENTER
FOR EXCELLENCE**
5800 & 5930 LAPOINTE DRIVE
Kelowna, BC

DRAWING TITLE

CONCEPTUAL
LANDSCAPE PLAN

ISSUED FOR / REVISION		
1	20.09.10	Review
2	20.10.14	Review
3		
4		
5		

PROJECT NO.	20058
DESIGN BY	FB
DRAWN BY	WC
CHECKED BY	FB
DATE	OCT. 14, 2020
SCALE	1:400
PAGE SIZE	24"x36"

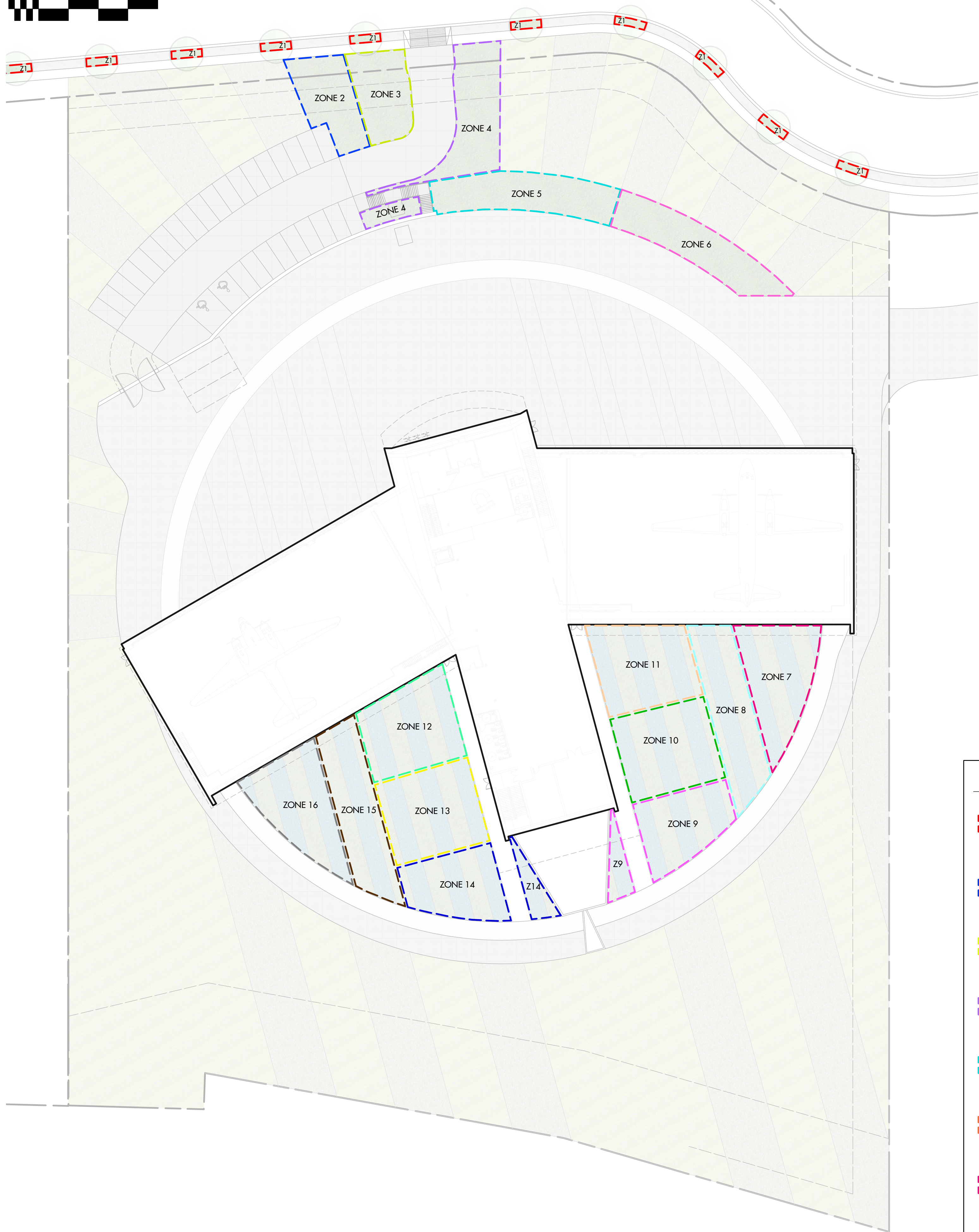
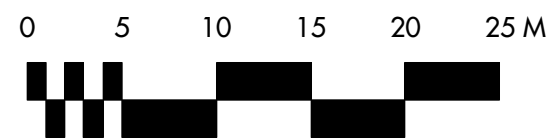
SEAL



DRAWING NUMBER

L1/2

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SCHEDULE

This forms part of application

DP20-0178 / DVP20-0179

Planner Initials AC

C



City of Kelowna

DEVELOPMENT PLANNING

WATER CONSERVATION CALCULATIONS

LANDSCAPE MAXIMUM WATER BUDGET (WB) = 12,274 cu.m. / year
ESTIMATED LANDSCAPE WATER USE (WU) = 1,094 cu.m. / year
WATER BALANCE = 6,270 cu.m. / year
*REFER ATTACHED IRRIGATION APPLICATION FOR DETAILED CALCULATIONS

IRRIGATION NOTES

1. IRRIGATION PRODUCTS AND INSTALLATION METHODS SHALL MEET OR EXCEED THE REQUIREMENTS OF THE WATER USE REGULATION BYLAW NO. 10480 AND THE SUPPLEMENTARY SPECIFICATIONS IN THE CITY OF KELOWNA BYLAW 7900 (PART 6, SCHEDULE 5).
2. THE IRRIGATION SYSTEM SHALL MEET THE REQUIREMENTS, REGULATIONS, AND BYLAWS OF THE WATER PURVEYOR.
3. THE IRRIGATION SYSTEM SHALL BE EQUIPPED WITH AN APPROVED BACKFLOW PREVENTION DEVICE, WATER METER, AND SHUT OFF VALVE LOCATED OUTSIDE THE BUILDING ACCESSIBLE TO THE CITY.
4. AN APPROVED SMART CONTROLLER SHALL BE INSTALLED. THE IRRIGATION SCHEDULING TIMES SHALL UTILIZE A MAXIMUM ET VALUE OF 71 / MONTH (KELOWNA JULY ET), TAKING INTO CONSIDERATION SOIL TYPE, SLOPE, AND MICROCLIMATE.
5. DRIP LINE AND EMITTERS SHALL INCORPORATE TECHNOLOGY TO LIMIT ROOT INTRUSION.
6. IRRIGATION SLEEVES SHALL BE INSTALLED TO ROUTE IRRIGATION LINES UNDER HARD SURFACES AND FEATURES.
7. IRRIGATION PIPE SHALL BE SIZED TO ALLOW FOR A MAXIMUM FLOW OF 1.5m / SEC.
8. A FLOW SENSOR AND MASTER VALVE SHALL BE CONNECTED TO THE CONTROLLER AND PROGRAMMED TO STOP FLOW TO THE SYSTEM IN CASE OF AN IRRIGATION WATER LEAK.

IRRIGATION LEGEND

- 

ZONE #1: HIGH EFFICIENCY SUBSURFACE DRIP IRRIGATION FOR MODERATE WATER USE PLANTING AREAS
TOTAL AREA: 80 sq.m.
MICROCLIMATE: SOUTHEAST EXPOSURE, FULLY SHADED BY TREES
ESTIMATED ANNUAL WATER USE: 27 cu.m.
- 

ZONE #2: HIGH EFFICIENCY SUBSURFACE DRIP IRRIGATION FOR MODERATE WATER USE PLANTING AREAS
TOTAL AREA: 141 sq.m.
MICROCLIMATE: SOUTH EXPOSURE, FULL SUN
ESTIMATED ANNUAL WATER USE: 47 cu.m.
- 

ZONE #3: HIGH EFFICIENCY SUBSURFACE DRIP IRRIGATION FOR MODERATE WATER USE PLANTING AREAS
TOTAL AREA: 138 sq.m.
MICROCLIMATE: SOUTH EXPOSURE, FULL SUN
ESTIMATED ANNUAL WATER USE: 46 cu.m.
- 

ZONE #4: HIGH EFFICIENCY SUBSURFACE DRIP IRRIGATION FOR MODERATE WATER USE PLANTING AREAS
TOTAL AREA: 228 sq.m.
MICROCLIMATE: SOUTH EXPOSURE, FULL SUN
ESTIMATED ANNUAL WATER USE: 76 cu.m.
- 

ZONE #5: HIGH EFFICIENCY SUBSURFACE DRIP IRRIGATION FOR MODERATE WATER USE PLANTING AREAS
TOTAL AREA: 198 sq.m.
MICROCLIMATE: SOUTH EXPOSURE, FULL SUN
ESTIMATED ANNUAL WATER USE: 66 cu.m.
- 

ZONE #6: HIGH EFFICIENCY SUBSURFACE DRIP IRRIGATION FOR MODERATE WATER USE PLANTING AREAS
TOTAL AREA: 197 sq.m.
MICROCLIMATE: SOUTH EXPOSURE, FULL SUN
ESTIMATED ANNUAL WATER USE: 66 cu.m.
- 

ZONE #7: HIGH EFFICIENCY SUBSURFACE DRIP IRRIGATION FOR MODERATE WATER USE PLANTING AREAS
TOTAL AREA: 222 sq.m.
MICROCLIMATE: SOUTHWEST EXPOSURE, PARTIALLY SHADED BY BUILDING
ESTIMATED ANNUAL WATER USE: 74 cu.m.
- 

ZONE #8: HIGH EFFICIENCY SUBSURFACE DRIP IRRIGATION FOR MODERATE WATER USE PLANTING AREAS
TOTAL AREA: 225 sq.m.
MICROCLIMATE: SOUTHWEST EXPOSURE, PARTIALLY SHADED BY BUILDING
ESTIMATED ANNUAL WATER USE: 75 cu.m.
- 

ZONE #9: HIGH EFFICIENCY SUBSURFACE DRIP IRRIGATION FOR MODERATE WATER USE PLANTING AREAS
TOTAL AREA: 227 sq.m.
MICROCLIMATE: SOUTHWEST EXPOSURE, PARTIALLY SHADED BY BUILDING
ESTIMATED ANNUAL WATER USE: 76 cu.m.
- 

ZONE #10: HIGH EFFICIENCY SUBSURFACE DRIP IRRIGATION FOR MODERATE WATER USE PLANTING AREAS
TOTAL AREA: 240 sq.m.
MICROCLIMATE: SOUTHWEST EXPOSURE, PARTIALLY SHADED BY BUILDING
ESTIMATED ANNUAL WATER USE: 80 cu.m.
- 

ZONE #11: HIGH EFFICIENCY SUBSURFACE DRIP IRRIGATION FOR MODERATE WATER USE PLANTING AREAS
TOTAL AREA: 236 sq.m.
MICROCLIMATE: SOUTHWEST EXPOSURE, PARTIALLY SHADED BY BUILDING
ESTIMATED ANNUAL WATER USE: 79 cu.m.
- 

ZONE #12: HIGH EFFICIENCY SUBSURFACE DRIP IRRIGATION FOR MODERATE WATER USE PLANTING AREAS
TOTAL AREA: 236 sq.m.
MICROCLIMATE: WEST EXPOSURE, PARTIALLY SHADED BY BUILDING
ESTIMATED ANNUAL WATER USE: 79 cu.m.
- 

ZONE #13: HIGH EFFICIENCY SUBSURFACE DRIP IRRIGATION FOR MODERATE WATER USE PLANTING AREAS
TOTAL AREA: 240 sq.m.
MICROCLIMATE: WEST EXPOSURE, PARTIALLY SHADED BY BUILDING
ESTIMATED ANNUAL WATER USE: 80 cu.m.
- 

ZONE #14: HIGH EFFICIENCY SUBSURFACE DRIP IRRIGATION FOR MODERATE WATER USE PLANTING AREAS
TOTAL AREA: 227 sq.m.
MICROCLIMATE: SOUTHWEST EXPOSURE, PARTIALLY SHADED BY BUILDING
ESTIMATED ANNUAL WATER USE: 76 cu.m.
- 

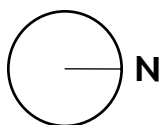
ZONE #15: HIGH EFFICIENCY SUBSURFACE DRIP IRRIGATION FOR MODERATE WATER USE PLANTING AREAS
TOTAL AREA: 225 sq.m.
MICROCLIMATE: WEST EXPOSURE, PARTIALLY SHADED BY BUILDING
ESTIMATED ANNUAL WATER USE: 75 cu.m.
- 

ZONE #16: HIGH EFFICIENCY SUBSURFACE DRIP IRRIGATION FOR MODERATE WATER USE PLANTING AREAS
TOTAL AREA: 222 sq.m.
MICROCLIMATE: WEST EXPOSURE, PARTIALLY SHADED BY BUILDING
ESTIMATED ANNUAL WATER USE: 74 cu.m.



OUTLAND DESIGN
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PROJECT TITLE

KF AEROSPACE CENTER
FOR EXCELLENCE

5800 & 5930 LAPOINTE DRIVE

Kelowna, BC

DRAWING TITLE

WATER CONSERVATION/
IRRIGATION PLAN

ISSUED FOR / REVISION

1	20.09.10	Review
2	20.10.14	Review
3		
4		
5		

PROJECT NO. 20058

DESIGN BY FB

DRAWN BY NG/WVC

CHECKED BY FB

DATE OCT. 14, 2020

SCALE 1:400

PAGE SIZE 24"x36"

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L2/2

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KFAerospace Centre for Excellence Project

Council Report – Development Permit

August 2020

We have been busy collecting and gathering information for the project on the new proposed site at YLW. Completing the design and construction of the KFA Centre for Excellence project is important for Barry Lapointe, KF Aerospace and other associated Local and British Columbia stakeholders.

The KF Aerospace Centre for Excellence Project:

- Creates a legacy for Barry Lapointe and a celebration of his personal and company accomplishments
 - o The story, interpretive boards, permanent and varied displays to be housed in the Centre will author the history and promote the narrative of Barry and his company
- Provides a window into KF Aerospace Ltd and the industry for individuals considering careers and business seeking opportunities in the aviation industry
 - o The physical building and the interactive programs that will be developed and administered by Centre staff will further expand the reach of the company into the community, local businesses, and schools and promote the aviation industry
- Demonstrates community and regional leadership by investing in a destination facility for the Okanagan
 - o Opening a multi-purpose facility at a nominal cost for public events will provide long-term benefit and value to the Okanagan. It will clearly illustrate Barry's generosity and vision and further elevate the company's image and importance to the Province.
- Enhances YLW's stature as the pre-eminent interior airport through investment and development
 - o Building a facility at YLW at a time of short term uncertainty and long-term concern for air travel industry across Canada will bolster YLW and have positive effects on how prospects for the airport, region and industry are viewed by government, business, investor and individual stakeholders.

Expands cross industry reach with primary construction of value-added wood products

- o The agreement has provided funds to cover several incremental activities that have allowed the project design team to explore valued and innovative solutions to incorporate mass timber wood products into the proposed building. Completing the building and fulfilling the agreement will provide exceptional value to the project and long-term benefits to the BC and Canadian forest industries.

- Additionally, fulfilling the GC Wood agreement will open an opportunity for a comprehensive multi-faceted case study of the project and an ability to amplify key KFA Centre for Excellence messages across North America
- Challenges yet supports several important BC industries by demanding innovate solutions for the building. Industries including architectural design and engineering, construction, forest, and value-added wood products
 - The innovative wood solutions currently under evaluation for the project will create several design options not generally considered for the form, size, and occupancy classes of the KFA Centre for Excellence project.
 - The wood materials, components, complementary products, and processes presently being considered for the building will lead to more cost-effective construction methodologies and higher-performing structures that will utilize BC produced, engineered, and fabricated wood products. These applications and solutions will be shared across North America.

BUDGET:

Considering the change of location and positioning of the building were going to be altered, we felt it prudent to obtain a new Class D construction quote. The quote faired well on the previous budget received early 2019. Present estimate from Sawchuk Construction :

Class D Budget breaks down as follows:

Tug way (cut, fill, pavement section and Asphalt)	\$629,163
Site Grading (Cut, fill, structural platform)	\$2,291,886
Structure (complete)	\$20,353,993
Site improvements (parking, fencing, Aprons, Signage)	\$1,532,933
Landscaping (11,130 m ²)	\$1,220,438
Total	<u>\$26,028,413</u>

CITY OF KELOWNA

MEMORANDUM

Date: September 24, 2020
File No.: DP20-0178
To: Urban planning Management (AF)
From: Development Engineer Manager (JK)
Subject: 5800 & 5930 Lapointe Dr Form & Character

This memo contains the Development Engineering Branch comments and requirements regarding this Development Permit application for the Form & Character of an aerospace building with a height variance from 12m permitted to 14m.

The Development Engineering Branch has no requirements at this time related to the Form & Character DP. However, the following items will be required at the time of Building Permit.

1. GENERAL

- a. The following requirements are valid for two (2) years from the reference date of this memo, or until the application has been closed, whichever occurs first. The City of Kelowna reserves the rights to update/change some or all items in this memo once these time limits have been reached.
- b. These Development Engineering comments/requirements are subject to the review and requirements from the Ministry of Transportation and Infrastructure (MoTI).
- c. There is a possibility of a high-water table or surcharging of storm drains during major storm events. This should be considered in the design of the onsite system
- d. The subject lots are within the Mill Creek Flood Plain. The flood construction level for 5800 Lapointe Dr is 420m and for 5930 Lapointe Dr is 421m. The geotechnical report to be submitted for this development is to address this flood construction level in the context of the Mill Creek Flood Plain Bylaw No. 10248.
- e. It is important to note that all future utility crossings along the Okanagan Rail Trail are to be planned at existing crossings. If a proposed utility crossing cannot be accommodated at an existing crossing, it must be designed per current rail crossing design guidelines and best practices (to be determined). Additionally, all work within the Okanagan Rail Trail requires approval from the Okanagan Rail Trail Committee.

2. DOMESTIC WATER AND FIRE PROTECTION

- a. The subject lots are within the Glenmore-Ellison Irrigation District (GEID) water supply area. The Developer is required to make satisfactory arrangements with GEID for all water and fire protection-related issues. All charges for service connection(s) and upgrading costs, as well as any costs to decommission existing services, shall be the responsibility of the Developer.

- b. The Developer's Consulting Mechanical Engineer will determine the fire protection requirements of this proposed development and establish hydrant requirements and service needs. All fire flow calculations approved by GEID are to be shared with the Development Engineering Branch upon submittal of off-site civil engineering drawings.
- c. Provide an adequately sized domestic water and fire protection system complete with individual lot connections. The water system must be capable of supplying domestic and fire flow demands of the project in accordance with the Subdivision, Development & Servicing Bylaw. No. 7900. Provide water flow calculations for this development to confirm bylaw conformance. Ensure every building site is located at an elevation that ensures water pressure is within the bylaw pressure limits. Note: Private pumps are not acceptable for addressing marginal pressure.

3. SANITARY SEWER SYSTEM

- a. Our records indicate that both properties are currently serviced with a 200mm-diameter sanitary sewer service. The Applicant's Consulting Mechanical Engineer will determine the requirements of the proposed development and establish the service needs. Only one service will be permitted per lot. If required, the applicant will arrange for the removal and disconnection of the existing service(s) and the installation of new larger service(s) at the applicants' cost. An inspection manhole is required with an access easement for City crews.
- b. The existing service connections are to be completed with an inspection chamber (c/w Brooks Box) as per SS-S7.

4. STORM DRAINAGE AND EROSION AND SEDIMENT CONTROL

- a. The Applicant must engage a Consulting Civil Engineer to provide a storm water management plan for this site. The storm water management plan must also include provision of lot grading plans, minimum basement elevations (MBE), if applicable, and provision of a storm drainage service and recommendations for onsite drainage containment and disposal systems. The site's stormwater management plan must conform with updated section 3 of Schedule 4 of the Subdivision, Development & Servicing Bylaw No. 7900.
- b. An Erosion and Sediment Control Plan is to be prepared by a Professional Engineer proficient in the field of erosion and sediment control. The plan is to be prepared as per section 3.14 of Schedule 4 of Bylaw 7900. If a line item for ESC is not included in the Engineer's cost estimate for off-site work, then an additional 3% will be added to the performance security based on the total off-site construction estimate.
- c. Where structures are designed or constructed below the proven high groundwater table, permanent groundwater pumping will not be permitted to discharge to the storm system. The City will approve designs that include provisions for eliminating groundwater penetration into the structure, while addressing buoyancy concerns. These design aspects must be reviewed and approved by the City Engineer.

5. ROAD IMPROVEMENTS

- a. Existing driveway letdowns will be required to be used and no additional accesses will be permitted.

- b. Landscaped boulevards, complete with underground irrigation, are required.
- c. No additional streetscape improvements are required to the existing frontage of the subject lots.

6. POWER AND TELECOMMUNICATION SERVICES

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

7. GEOTECHNICAL STUDY

- a. Provide a geotechnical report prepared by a Professional Engineer competent in the field of hydro-geotechnical engineering to address the items below: NOTE: The City is relying on the Geotechnical Engineer's report to prevent any damage to property and/or injury to persons from occurring as a result of problems with soil slippage or soil instability related to this proposed subdivision. The Geotechnical reports must be submitted to the Development Services Department for distribution to the Development Engineering Branch and Inspection Services Division prior to submission of Engineering drawings or application for subdivision approval.
 - i. Area ground water characteristics, including any springs and overland surface drainage courses traversing the property. Identify any monitoring required.
 - ii. Site suitability for development.
 - iii. Site soil characteristics (i.e. fill areas, sulphate content, unsuitable soils such as organic material, etc.).
 - iv. Any special requirements for construction of roads, utilities and building structures.
 - v. Recommendations for items that should be included in a Restrictive Covenant.
 - vi. Recommendations for roof drains, perimeter drains and septic tank effluent on the site.
 - vii. Any items required in other sections of this document.

8. DESIGN AND CONSTRUCTION

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

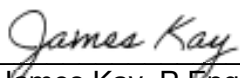
- c. Quality Control and Assurance Plans must be provided in accordance with the Subdivision, Development & Servicing Bylaw No. 7900 (refer to Part 5 and Schedule 3).
- d. A "Consulting Engineering Confirmation Letter" (City document 'C') must be completed prior to submission of any designs.
- e. Before any construction related to the requirements of this subdivision application commences, design drawings prepared by a professional engineer must be submitted to the City's Works & Utilities Department. The design drawings must first be "Issued for Construction" by the City Engineer. On examination of design drawings, it may be determined that rights-of-way are required for current or future needs.

9. SERVICING AGREEMENTS FOR WORKS AND SERVICES

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

10. CHARGES, FEES, AND SECURITIES

- a. Development Cost Charges (DCC's) are payable at time of Building Permit.
- b. Fees per the "Development Application Fees Bylaw" include:
 - i. Engineering and Inspection Fee: 3.5% of offsite construction value (plus GST).



James Kay, P.Eng.
Development Engineering Manager

SK

CITY OF KELOWNA

MEMORANDUM

Date: September 24, 2020

File No.: DVP20-0179

To: Urban Planning Management (KB)

From: Development Engineer Manager (JK)

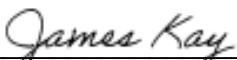
Subject: 5800 & 5930 Lapointe Dr

Height from 12m to 14m



This memo contains the Development Engineering Branch comments and requirements regarding this Development Variance Permit application to vary the building height from 4 12.0 m permitted to 14.0 m proposed.

The Development Engineering Branch has no additional comments related to the request for a variance in height. All other Development Engineering Branch comments are included in memo DP20-0178.



James Kay, P.Eng.
Development Engineering Manager

SK



DP20-0178 & DVP20-0179 5800 & 5930 Lapointe Drive

Development Permit Application & Variances

Purpose

- ▶ To review the Form & Character Development Permit for a two storey Centre of Excellence building for KF Aerospace and to consider one variance to increase the building height by 2.0 metres (from a 12.0 metres to 14.0 metres)

Development Process

September 30, 2019

Development Application Submitted

Staff Review & Circulation

Nov 17th 2020

Development Permit, &
Development Variance Permit

Building Permit

Council
Approvals

Subject Property



Walk Score
1

Car-Dependent

Almost all errands require a car.

Transit Score
24

Minimal Transit

It is possible to get on a bus.

Bike Score
33

Somewhat Bikeable

Minimal bike infrastructure.

LAPOINTE WAY

450'-8" [137.4m]

static display

static display (B)

slew of TOO at level 1 = 427.0m (see also for grading)

tugway, refer to Tetra Tech

UNREGISTERED COVENANT, PLAN EPP060332 BY R. GALBRAITH, BCL'S

12,288.2 sqm (3.0 acre)

11,676.4 sqm (2.0 acre)

410'-8" [125.2m]

450'-8" [137.4m]

HIGHWAY 97 N

SCHEDULE A & B

This forms part of application # DP20-0178 / DVP20-0179

Planner Initials AC

City of Kelowna DEVELOPMENT PLANNING

A & B



City of Kelowna
150
DEVELOPMENT OF ANNUAL

SCHEDULE **A & B**

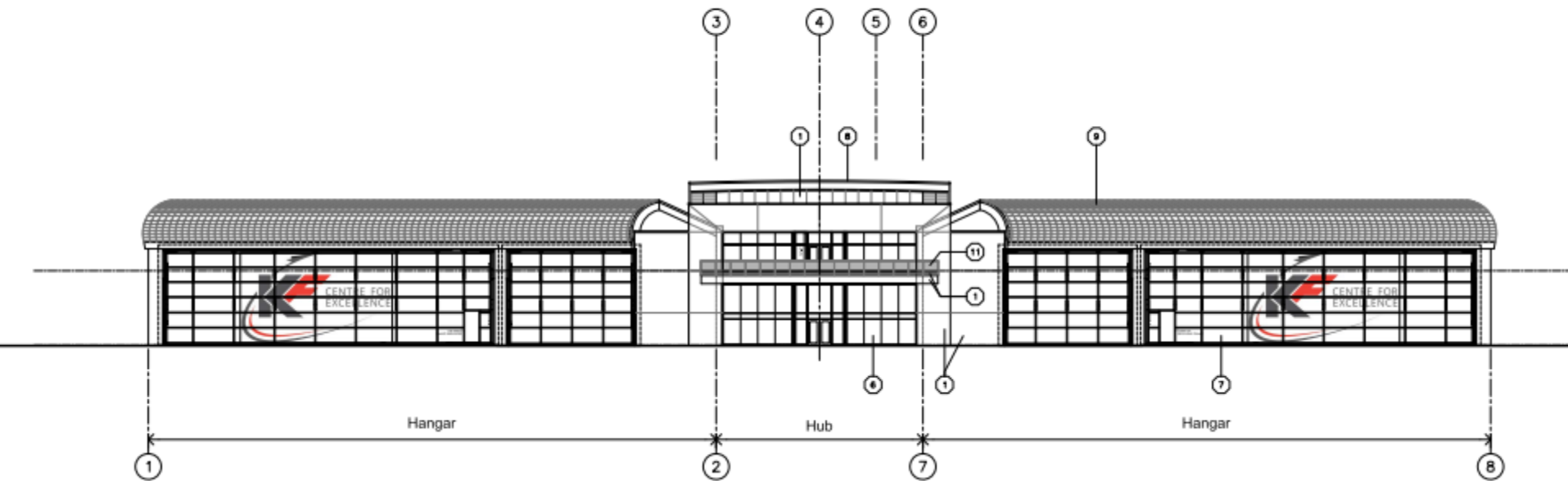
This forms part of application
DP20-0178 / DVP20-0179

Planner Initials: **AC**

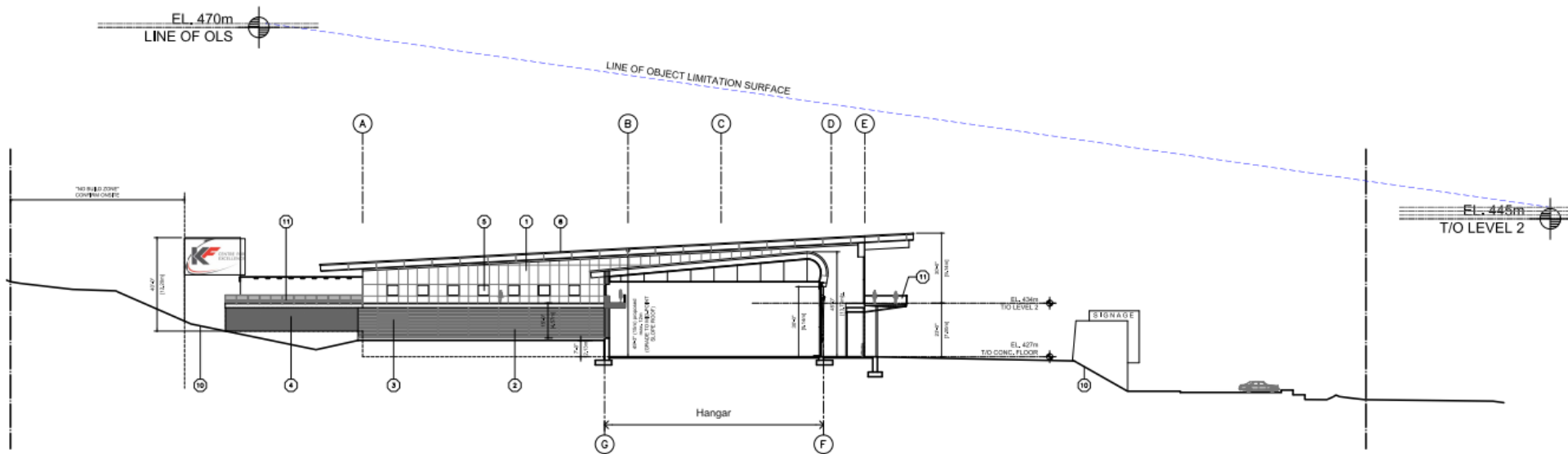
City of Kelowna
 DEVELOPMENT PLANNING



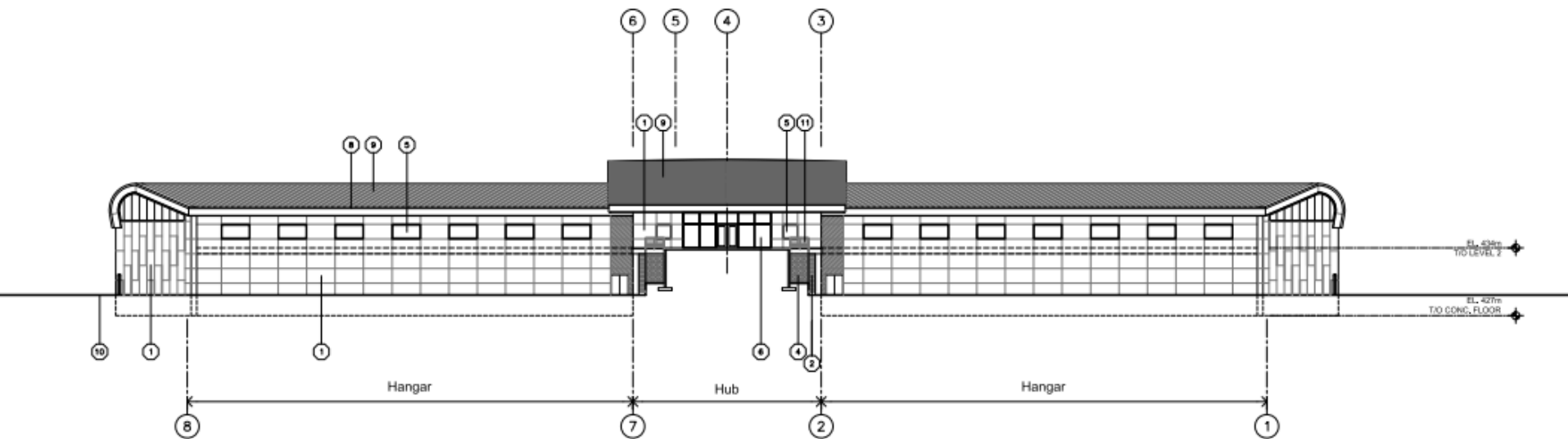
Elevations



Elevations



Elevations



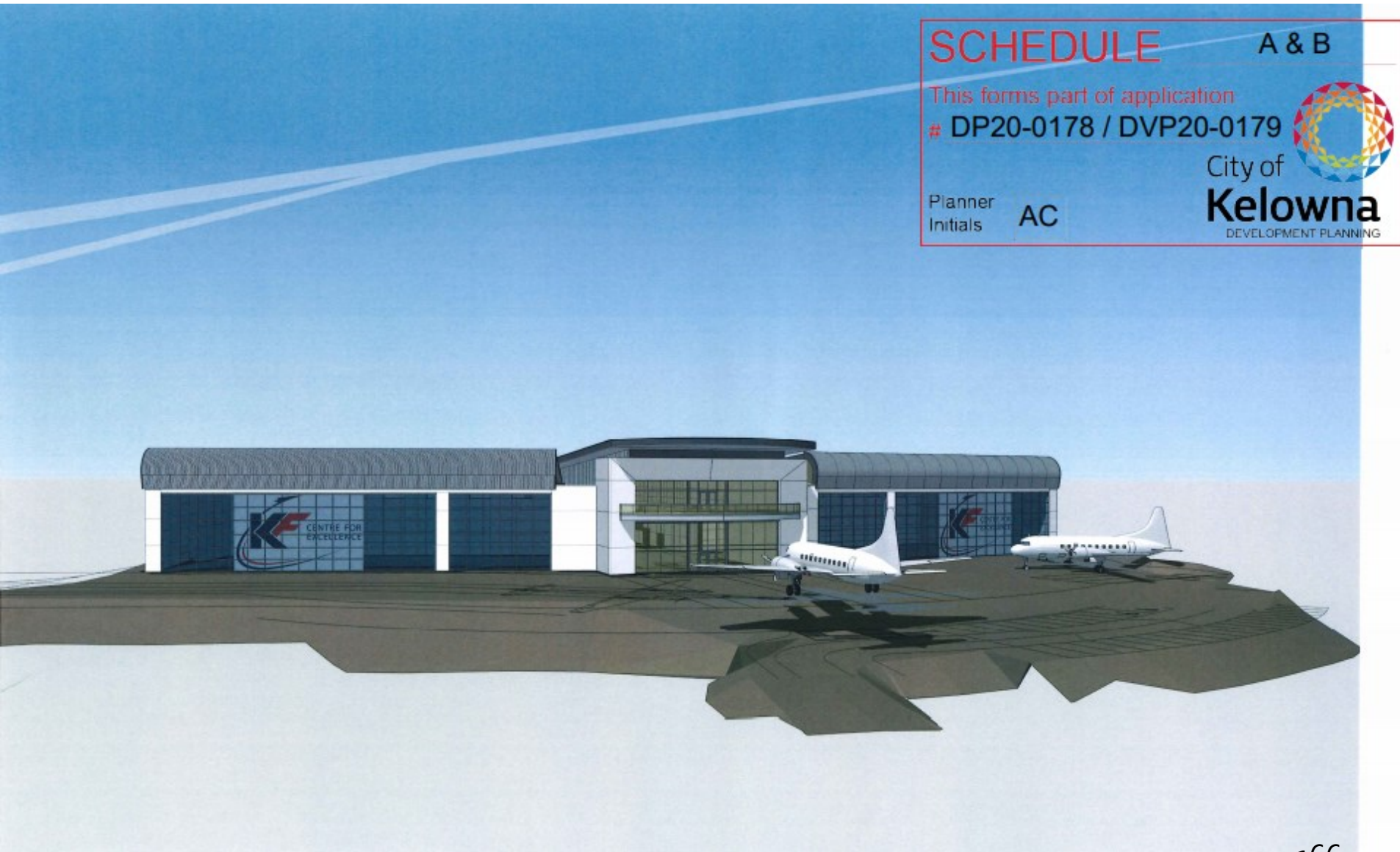
Renderings



Renderings



Renderings



SCHEDULE

A & B

This forms part of application

DP20-0178 / DVP20-0179

Planner
Initials

AC

City of
Kelowna
DEVELOPMENT PLANNING



Variances

The proposal requires two variances to the Zoning Bylaw:

1. A variance to increase the maximum building height by 2 metres (from 12.0 metres to 14.0 metres)
 - a) Necessary to construct hanger space
 - b) Nav Canada and Airport have approved height increase

Development Policy

- ▶ Meets the intent of Official Community Plan Industrial Urban Design Guidelines and Policies:
 - ▶ Compact Urban Form
 - ▶ Contain urban growth
 - ▶ Context sensitive built form
 - ▶ Massing, articulation, & height

Staff Recommendation

- ▶ Staff recommend **support** of the Development Permit and Development Variance Permit



Conclusion of Staff Remarks



KF AEROSPACE – CENTER FOR EXCELLENCE

Kelowna Public Hearing – Nov 17, 2020



m+m a
MEIKLEJOHN ARCHITECTS INC.



KF Centre for Excellence

Sept 10, 2020

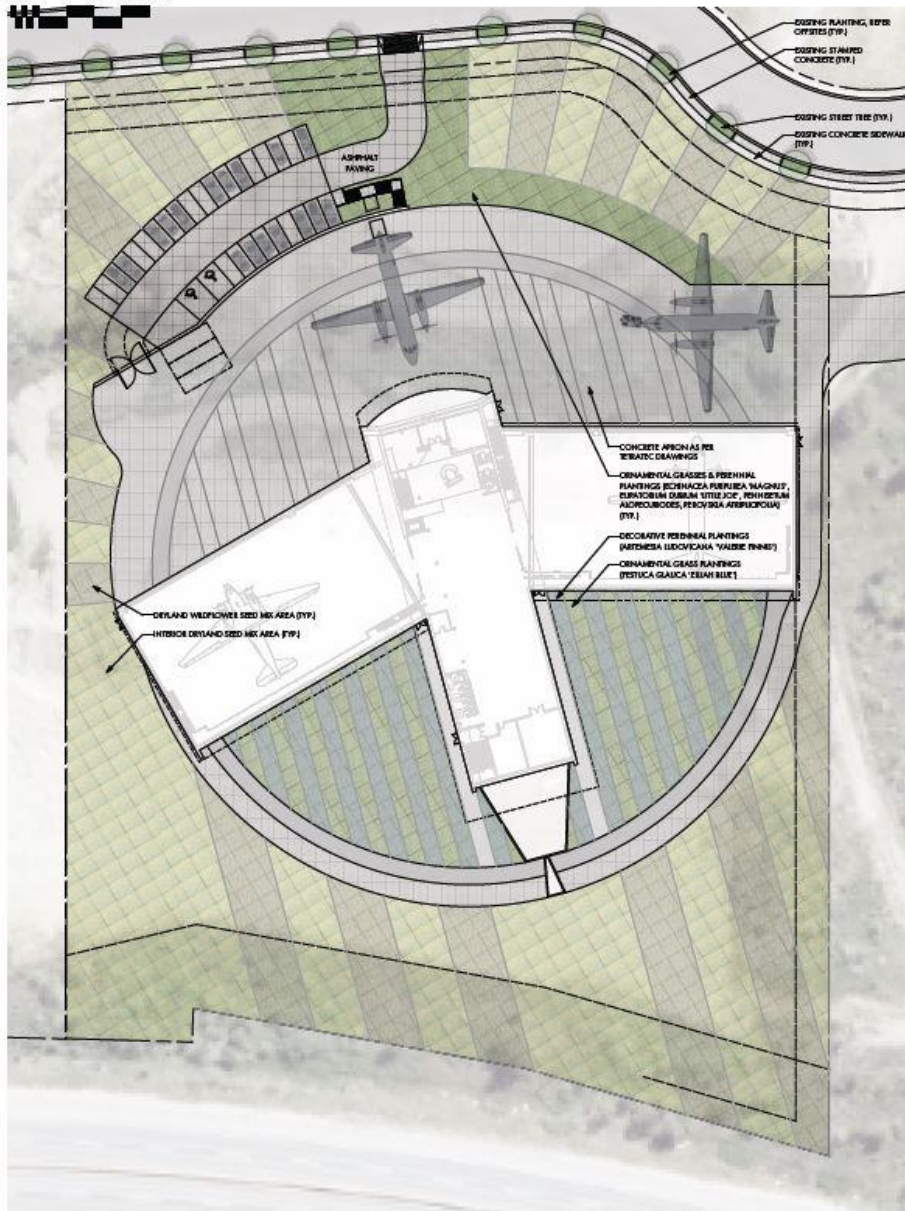
01

Location



Aerial View

0 5 10 15 20 25 M



NOTES

1. PLANT MATERIAL AND CONSTRUCTION METHODS SHALL MEET OR EXCEED THE CANADIAN LANDSCAPE STANDARD.
2. ALL SOFT LANDSCAPE AREAS SHALL BE WATERED BY A FULLY AUTOMATIC TIERED UNDERGROUND IRRIGATION SYSTEM.
3. TREE AND SHRUBS SHALL BE TO BE SPECIES BY A MINIMUM 30mm DOUGLAS RED FIBRE, AS SHOWN IN PLANS. DO NOT PLACE VEGETATION UNDER HEAVY TRAFFIC AND SHUBS SHALL BE.
4. TREE AND SHRUBS SHALL BE TO RECEIVE A MINIMUM 300mm DEPTH TORSO PLACEMENT.
5. TURF AREAS FROM SOO SHALL BE NO. 1 GRADE GROWN FROM CERTIFIED SEED OF IMPROVED CULTIVARS REGISTERED FOR SALE IN B.C. AND SHALL BE TO BE SPECIES OF DROUGHT CONDITIONS. A MINIMUM OF 100mm DEPTH OF GROWING MEDIA IS REQUIRED FOR TURF AREAS. TURF AREAS SHALL MEET EXISTING GRADES AND FINED SURFACE FINISH.
6. SITE GRADING AND DRAINAGE WILL ENSURE THAT ALL STRUCTURES HAVE POSITIVE DRAINAGE AND THAT NO WATER OR LOGS IMPEDIMENTS WILL BE DISCHARGED FROM THE SITE ONTO ADJACENT PUBLIC, COMMON, OR PRIVATE PROPERTIES.
7. HYDROSEEDING DRYLAND SEED AREAS:
 INTERIOR DRYLAND SEED MIXTURE: BY WEIGHT
 CRESTED WHEATGRASS 40%
 TALL WHEATGRASS 20%
 SEROTINE WHEATGRASS 30%
 HARD FESCUE 10%
 WILDOVER SEED MIXTURE: BY WEIGHT
 GRAY LUPINE 30%
 BASILISK ROOT 30%
 BROWN EYED SUSAN 30%
 HYDROSEEDING AGRICULTURE SEED AREAS:
 NATIVE SEED INTERIOR DRYLAND SEED MIXTURE 75%
 WILDOVER SEED MIXTURE 15%
 PERPETUAL 10-18-18-2 50%
 SUPERIOR COATED UREA 30%
 MARCH TACKLER 2,800G/HECTARE
 GAUVE 2% OF MIX
 THE HYDROSEEDING MIXTURE IS TO BE APPLIED TO THE DRYLAND SEED AREA AS SHOWN ON THE DRAWING. SEED MIX TO BE CERTIFIED #1 GRADE BY AGRICULTURE CANADA. REFER MANUFACTURER'S SPECIFICATIONS FOR PRODUCT DELIVERY, STORAGE & PROTECTION.

PLANT LIST

BOTANICAL NAME	COMMON NAME	QTY	SIZE/SPACING & REMARKS
SHRUBS, PERENNIALS, GRASSES & GROUNDCOVERS			
ANTHEMIS LUDOVICIANA 'VALERIE FINNEY'	WHITE SAGE	1107	1.0M / 1.0M O.C. SPACING
ECHINACEA PURPUREA 'MAGNIFICENT'	MAGNIFICENT CONEFLOWER	192	1.0M / 1.0M O.C. SPACING
EUPATORIUM DUBIAUM 'LITTLE JOE'	LITTLE JOE DWARF JOE PEE	192	1.0M / 1.0M O.C. SPACING
FESTUCA GLAUCA 'EBEL BLUE'	BLUE FESCUE	1107	1.0M / 1.0M O.C. SPACING
PERNETTIA ALBOVARCENSIS	FOUNTAIN GRASS	426	1.0M / 1.0M O.C. SPACING
PEROVSKIA ATROPURPUREA	RUSSIAN SAGE	192	1.0M / 1.0M O.C. SPACING

PROJECT NO. / REVISION

NO.	DESCRIPTION
1	3000 10
2	
3	
4	
5	

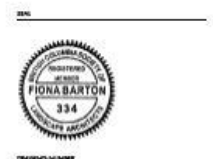
PROJECT NO. 3000 10

DESIGNED BY: [Name]

DATE: [Date]

SCALE: 1:1000

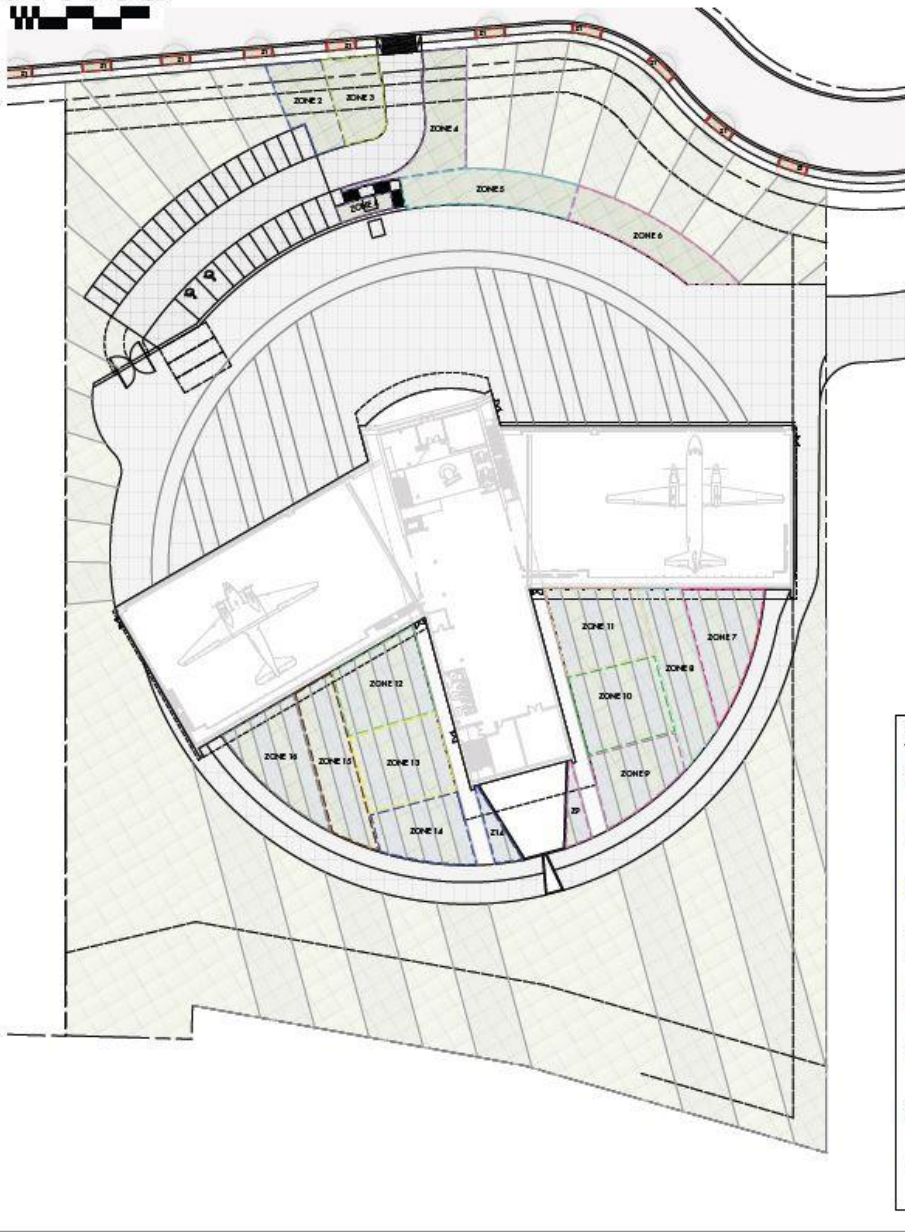
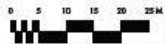
DATE: [Date]



L1/2

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Landscape Concept



WATER CONSERVATION CALCULATIONS

LANDSCAPE MAXIMUM WATER BUDGET (MW) = 12,274 cu.m. / year
ESTIMATED LANDSCAPE WATER USE (ELW) = 1,054 cu.m. / year
WATER BALANCE = 11,220 cu.m. / year
REFER ATTACHED IRRIGATION APPLICATION FOR DETAILED CALCULATIONS

- IRRIGATION NOTES**
1. IRRIGATION PRODUCTS AND INSTALLATION METHODS SHALL MEET OR EXCEED THE REQUIREMENTS OF THE WATER USE REGULATION BYLAW NO. 15693 AND THE SUPPLEMENTARY SPECIFICATIONS IN THE CITY OF KEDAHAWA BYLAW 7900 (PART 8, SCHEDULE 3).
 2. THE IRRIGATION SYSTEM SHALL MEET THE REQUIREMENTS, REGULATIONS, AND BYLAWS OF THE WATER PURVEYOR.
 3. THE IRRIGATION SYSTEM SHALL BE EQUIPPED WITH AN APPROVED BACKFLOW PREVENTION DEVICE, WATER METERS, AND SHUT OFF VALVE LOCATED OUTSIDE THE BUILDING ACCESSIBLE TO THE CITY.
 4. AN APPROVED SMART CONTROLLER SHALL BE INSTALLED. THE IRRIGATION SCHEDULING TIMES SHALL UTILIZE A MAXIMUM SET VALUE OF 77° F. MONTH KEDAHAWA JULY DT, TAKING INTO CONSIDERATION SOIL TYPE, SLOPE, AND MICROCLIMATE.
 5. DRIP LINE AND EMITTERS SHALL INCORPORATE TECHNOLOGY TO LIMIT SOFT FREEZING.
 6. IRRIGATION LINES SHALL BE INSTALLED TO ROUTE IRRIGATION LINES UNDER HARD SURFACES AND FEATURES.
 7. IRRIGATION PIPE SHALL BE SIZED TO ALLOW FOR A MAXIMUM FLOW OF 1.5m / SEC.
 8. A FLOW SENSOR AND MASTER VALVE SHALL BE CONNECTED TO THE CONTROLLER AND PROGRAMMED TO STOP FLOW TO THE SYSTEM IN CASE OF AN IRRIGATION WATER LEAK.

IRRIGATION LEGEND			
	ZONE 01: HIGH EFFICIENCY SUBSURFACE DRIP IRRIGATION FOR MODERATE WATER USE PLANTING AREAS TOTAL AREA: 80 sq.m. MICROCLIMATE: SOUTHEAST EXPOSURE, FULLY SHADED BY TREES ESTIMATED ANNUAL WATER USE: 27 cu.m.		ZONE 09: HIGH EFFICIENCY SUBSURFACE DRIP IRRIGATION FOR MODERATE WATER USE PLANTING AREAS TOTAL AREA: 227 sq.m. MICROCLIMATE: SOUTHWEST EXPOSURE, PARTIALLY SHADED BY BUILDING ESTIMATED ANNUAL WATER USE: 70 cu.m.
	ZONE 02: HIGH EFFICIENCY SUBSURFACE DRIP IRRIGATION FOR MODERATE WATER USE PLANTING AREAS TOTAL AREA: 141 sq.m. MICROCLIMATE: SOUTH EXPOSURE, FULL SUN ESTIMATED ANNUAL WATER USE: 47 cu.m.		ZONE 10: HIGH EFFICIENCY SUBSURFACE DRIP IRRIGATION FOR MODERATE WATER USE PLANTING AREAS TOTAL AREA: 234 sq.m. MICROCLIMATE: SOUTHWEST EXPOSURE, PARTIALLY SHADED BY BUILDING ESTIMATED ANNUAL WATER USE: 79 cu.m.
	ZONE 03: HIGH EFFICIENCY SUBSURFACE DRIP IRRIGATION FOR MODERATE WATER USE PLANTING AREAS TOTAL AREA: 136 sq.m. MICROCLIMATE: SOUTH EXPOSURE, FULL SUN ESTIMATED ANNUAL WATER USE: 44 cu.m.		ZONE 11: HIGH EFFICIENCY SUBSURFACE DRIP IRRIGATION FOR MODERATE WATER USE PLANTING AREAS TOTAL AREA: 226 sq.m. MICROCLIMATE: WEST EXPOSURE, PARTIALLY SHADED BY BUILDING ESTIMATED ANNUAL WATER USE: 79 cu.m.
	ZONE 04: HIGH EFFICIENCY SUBSURFACE DRIP IRRIGATION FOR MODERATE WATER USE PLANTING AREAS TOTAL AREA: 196 sq.m. MICROCLIMATE: SOUTH EXPOSURE, FULL SUN ESTIMATED ANNUAL WATER USE: 64 cu.m.		ZONE 12: HIGH EFFICIENCY SUBSURFACE DRIP IRRIGATION FOR MODERATE WATER USE PLANTING AREAS TOTAL AREA: 240 sq.m. MICROCLIMATE: WEST EXPOSURE, PARTIALLY SHADED BY BUILDING ESTIMATED ANNUAL WATER USE: 80 cu.m.
	ZONE 05: HIGH EFFICIENCY SUBSURFACE DRIP IRRIGATION FOR MODERATE WATER USE PLANTING AREAS TOTAL AREA: 197 sq.m. MICROCLIMATE: SOUTHWEST EXPOSURE, FULL SUN ESTIMATED ANNUAL WATER USE: 64 cu.m.		ZONE 13: HIGH EFFICIENCY SUBSURFACE DRIP IRRIGATION FOR MODERATE WATER USE PLANTING AREAS TOTAL AREA: 225 sq.m. MICROCLIMATE: SOUTHWEST EXPOSURE, PARTIALLY SHADED BY BUILDING ESTIMATED ANNUAL WATER USE: 70 cu.m.
	ZONE 06: HIGH EFFICIENCY SUBSURFACE DRIP IRRIGATION FOR MODERATE WATER USE PLANTING AREAS TOTAL AREA: 222 sq.m. MICROCLIMATE: SOUTHWEST EXPOSURE, PARTIALLY SHADED BY BUILDING ESTIMATED ANNUAL WATER USE: 74 cu.m.		ZONE 14: HIGH EFFICIENCY SUBSURFACE DRIP IRRIGATION FOR MODERATE WATER USE PLANTING AREAS TOTAL AREA: 222 sq.m. MICROCLIMATE: WEST EXPOSURE, PARTIALLY SHADED BY BUILDING ESTIMATED ANNUAL WATER USE: 74 cu.m.
	ZONE 07: HIGH EFFICIENCY SUBSURFACE DRIP IRRIGATION FOR MODERATE WATER USE PLANTING AREAS TOTAL AREA: 222 sq.m. MICROCLIMATE: SOUTHWEST EXPOSURE, PARTIALLY SHADED BY BUILDING ESTIMATED ANNUAL WATER USE: 74 cu.m.		
	ZONE 08: HIGH EFFICIENCY SUBSURFACE DRIP IRRIGATION FOR MODERATE WATER USE PLANTING AREAS TOTAL AREA: 222 sq.m. MICROCLIMATE: SOUTHWEST EXPOSURE, PARTIALLY SHADED BY BUILDING ESTIMATED ANNUAL WATER USE: 74 cu.m.		

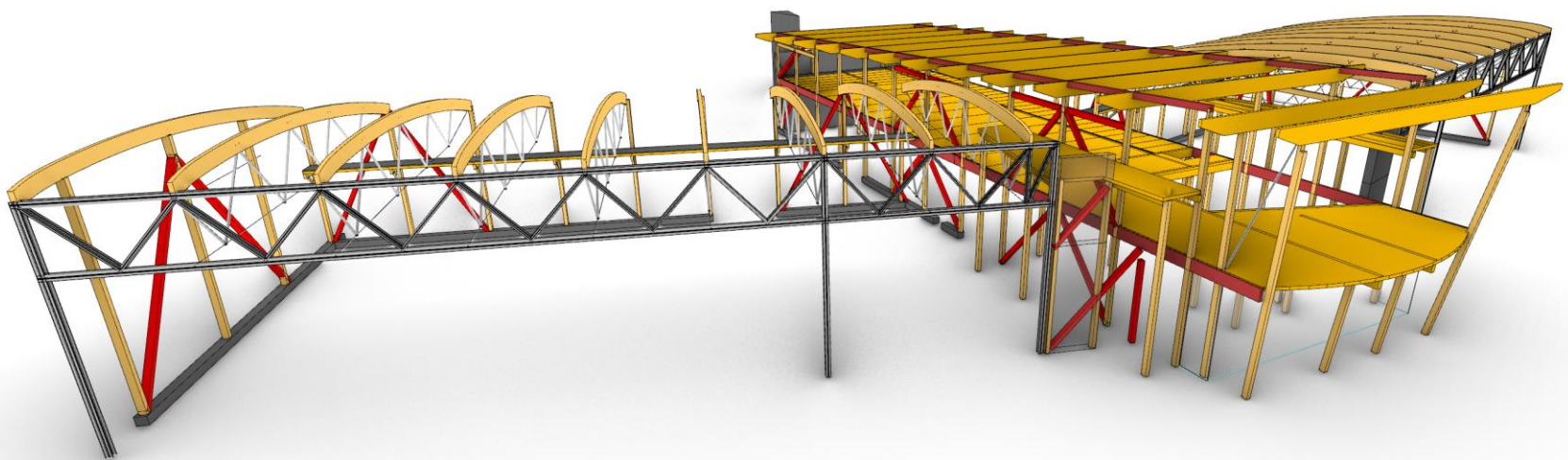


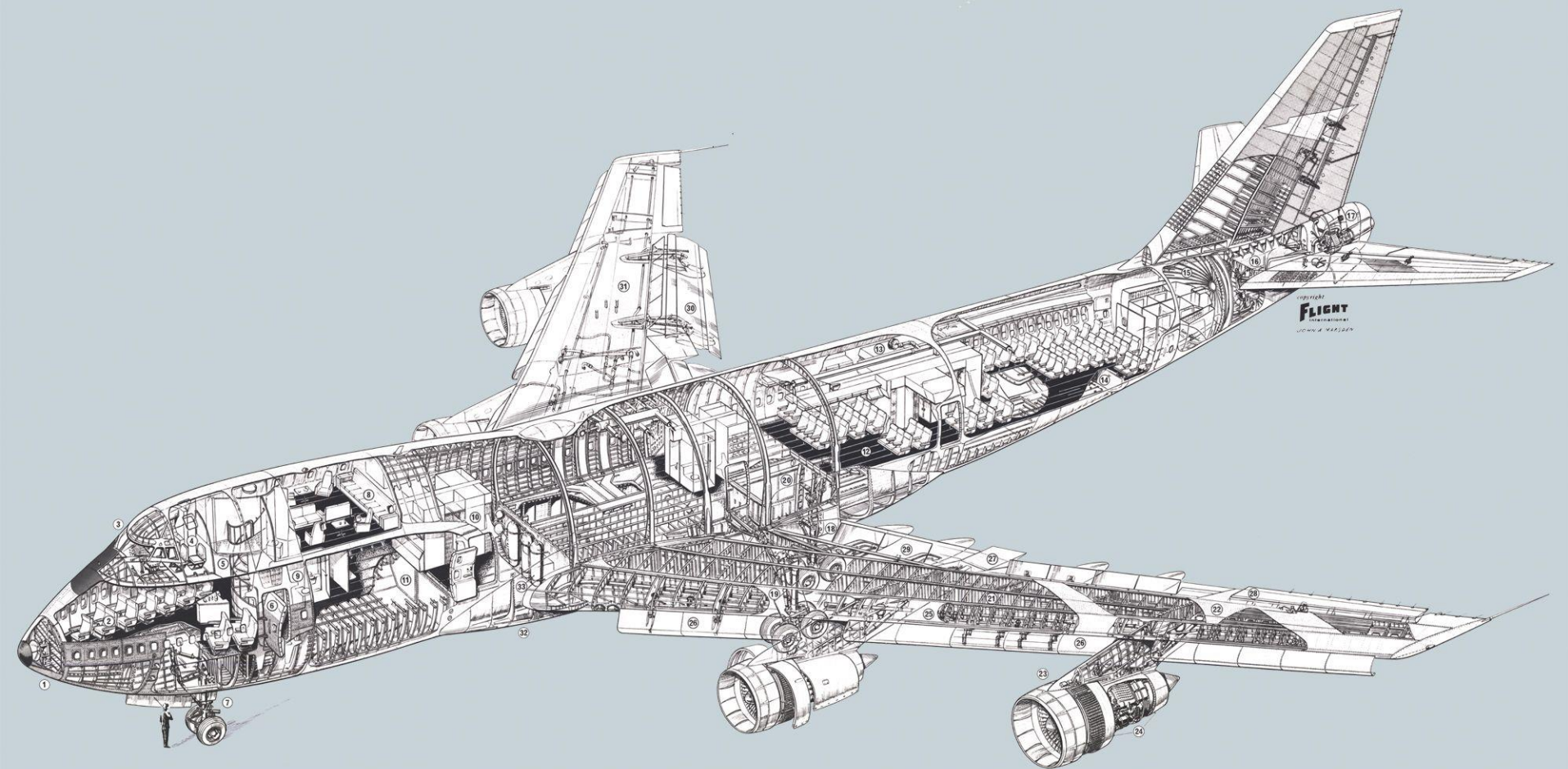


KF AEROSPACE – CENTER FOR EXCELLENCE

Roof Structure Update (GC Wood Program)







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FLIGHT
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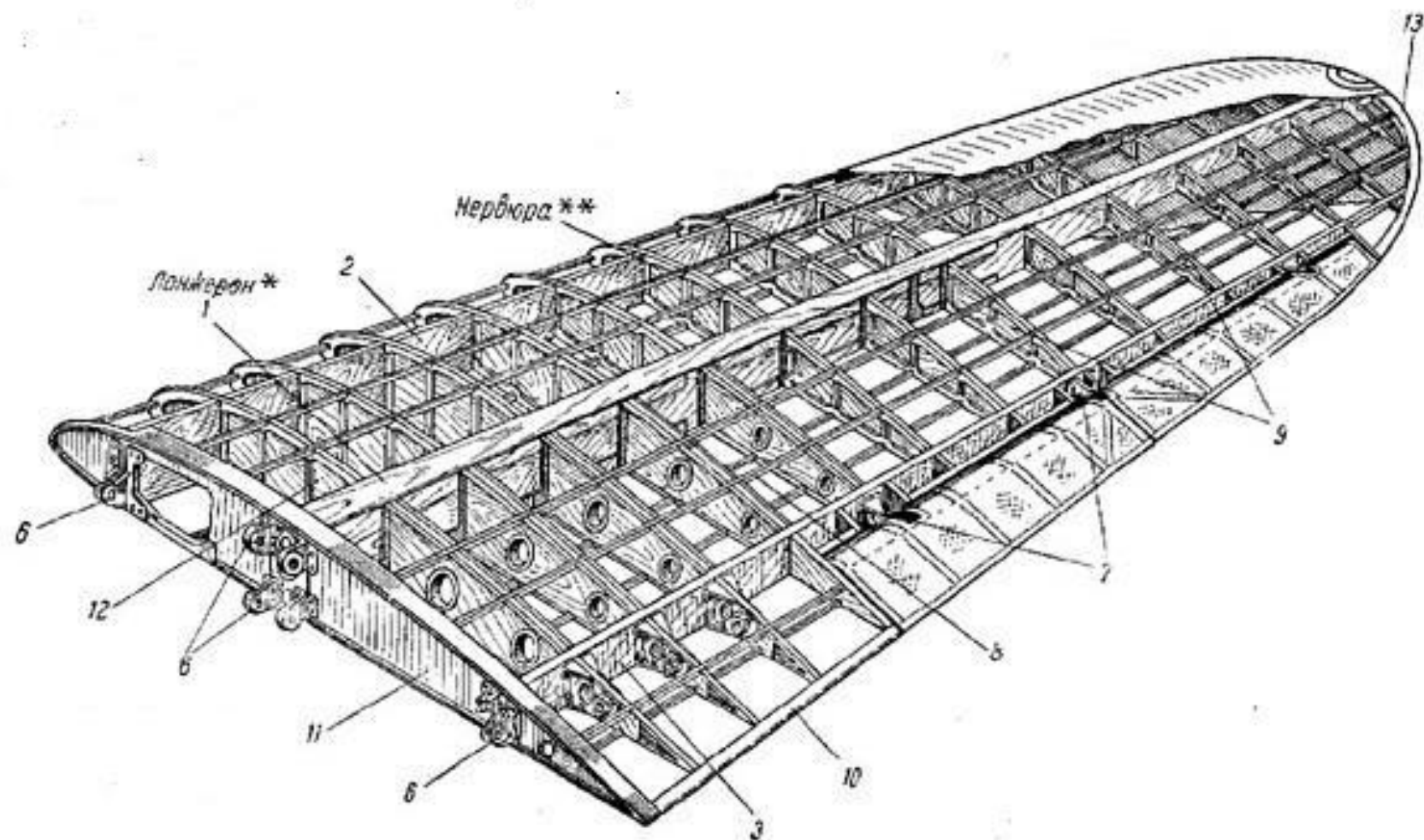
- 1 Split axis dual weather radar scanner and wave-guide (glassfibre honeycomb radome)
- 2 First-class cabin
- 3 Cockpit windscreen panels (curved glass/acrylic laminates)
- 4 Five-position crew flightdeck
- 5 Staircase to flightdeck and upper-deck lounge
- 6 Passenger entry door, 42in x 76in (plug-type)
- 7 Nose undercarriage hydraulically retracted (forward)

- 8 Upper-deck first-class lounge (eight seats for take-off and landing)
- 9 Toilets
- 10 Galley units
- 11 Forward belly hold (2,800ft³)
- 12 Rear belly hold (2,450ft³)
- 13 Life-raft stowage and escape rope
- 14 Aft belly hold (bulk load 1,000ft³)
- 15 Pressure dome (rear)
- 16 Tailplane centre-section (hinged to fuselage frame on rear face)

- 17 Garrett APU
- 18 Body main undercarriage, hydraulically retracted (forwards) with bogie steering (not on first prototype)
- 19 Wing main undercarriage hydraulically retracted (inwards with large angular rotation of bogie on screw hinge). Oleo-pneumatic suspension interlinked with body main undercarriage on same side
- 20 Body undercarriage bay (unpressurised)
- 21 Four-spar wing

- 22 Four panel skins (top and bottom)
- 23 Pratt & Whitney JT9D-3 high by-pass two-spool turbofan
- 24 Reverser cowlings
- 25 Leading-edge fixed upper structure (glassfibre honeycomb skin with light alloy support ribs and light-alloy box leading edge)
- 26 Leading-edge flap
- 27 Inner aileron
- 28 Outer aileron
- 29 Spoilers

- 30 Triple-slotted trailing-edge flaps
- 31 Fuel tank contents probes
- 32 Air conditioning packs behind wing-to-body fairing
- 33 Water tanks

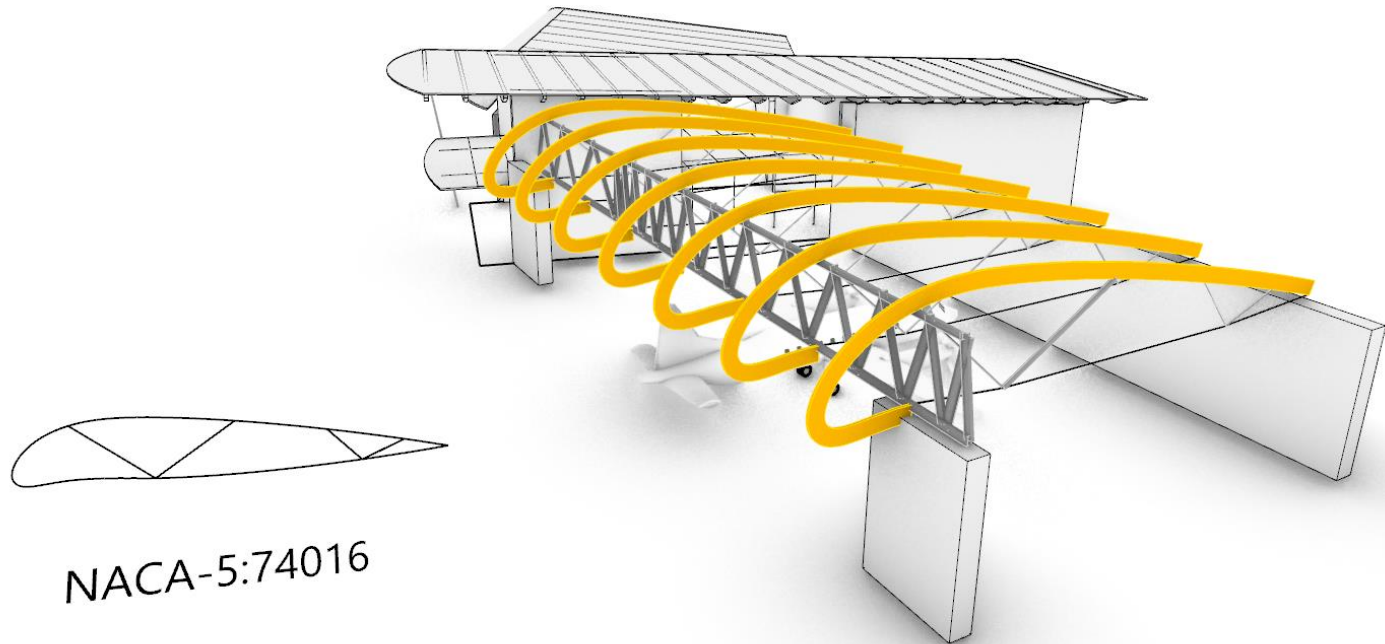


FRONT SPAR TRUSS

RIB TRUSSES



Wing structure topology





Thank You!

NOTES:

1. OCCUPANT LOADS NOTED ABOVE ARE FOR EXIT WIDTH CALCULATIONS ONLY.
2. BUILDING OCCUPANT LOAD TO BE POSTED AT 400 PERSONS MAXIMUM FOR DAILY OPERATIONS.
3. WAS BLOOM COUNT TO BE BASED ON THE POSTED OCCUPANT LOAD.
4. DETAILED OCCUPANT LOADS AND EXITING CALCULATIONS TO BE ADDRESSED IN G-6, CODE REPORT.

FIRE PROTECTION:		3.2.4 / 3.2.5 / 3.2.6
LOCATION OF HYDRANT TO SAMESEX CONNECTION	40 m MAX	3.2.6.1
STAIRWELL DOOR	YES (IN EACH STAIR SHWFT)	3.2.6.2
SPRINKLER	YES	
FIRE ALARM SYSTEM	YES	3.2.4.1 (20)
SUITE LIGHTS	YES	
EMERGENCY LIGHTING	YES	

	(m)	(m ²)	(m ³)	(mm)
LEVEL 1				
MUS-1			13,872	1,288
HANGAR-1	18,100	1,496		
HANGAR-2	18,100	1,496		
LEVEL 2				
MUS-2			11,800	1,107
TOTAL	36,200	2,991	25,795	2,396

BUILDING FIRE SAFETY		
SMFRET PROTECTION	N/A (BYPASSING FIRE)	3.3.3.16
FLAME SPREAD RATINGS	COMPLY WITH	3.3.15.2
METAL DECK ASSEMBLIES	N/A	3.3.16.2
ROOF COVERINGS	CLASS 3A	3.3.16.2
CLASSIFICATION		
ATTIC FIRESTOP	N/A	3.3.11
MAX. ATTIC AREA	N/A	3.3.11.5
MAX. CRAWLSPACE AREA	N/A	3.3.11.6
CONCRETE FLOOR AREA	N/A	3.3.11.6

ACCESSIBILITY REQUIREMENTS		3.8
	REQUIRED	PROVIDED
ACCESS TO MAIN ENTRANCES	YES	YES
ACCESS TO ALL FLOORS	YES	YES
ACCESSIBLE READING ROOMS	NO	NO

SPATIAL SEPARATION:		3.2.3.1.E
	EASTWEST WALL	NORTHSOUTH WALL
WALL AREA	Window openings & wall construction as indicated	± 400mm max 0
OPENING AREA		0
% PROVIDED		0%
MINIMUM DISTANCE	Minimum distance between building faces is about 3.2.3.1.E (2)	± 1.5m MIN.
PERMITTED		32%
CONSTRUCTION TYPE		COMBUSTIBLE
CLADDING MATERIAL		NON-COMBUSTIBLE
REQUIRED RATINGS		2 hour min (SEE REPORT)

PARKING REQUIREMENTS:	0.5 spaces per 100sf GFA (min 5 spaces)		2.0 spaces per 100sf GFA (necessary activities)	
	AREA (sqft)	MIN. REQUIRED	no of stall	
HANGARS + 1.2	2,097	2,097 + 100 x 0.5 SPACE	15	
LEVEL 1 HUB	1,289	1,289 + 100 x 0.5 SPACE	7	
LEVEL 2 HUB	1,107	1,107 + 100 x 0.5 SPACE	6	
		REQUIRED (min.)	26	
		PROVIDED	30	

LOADING CALCULATIONS

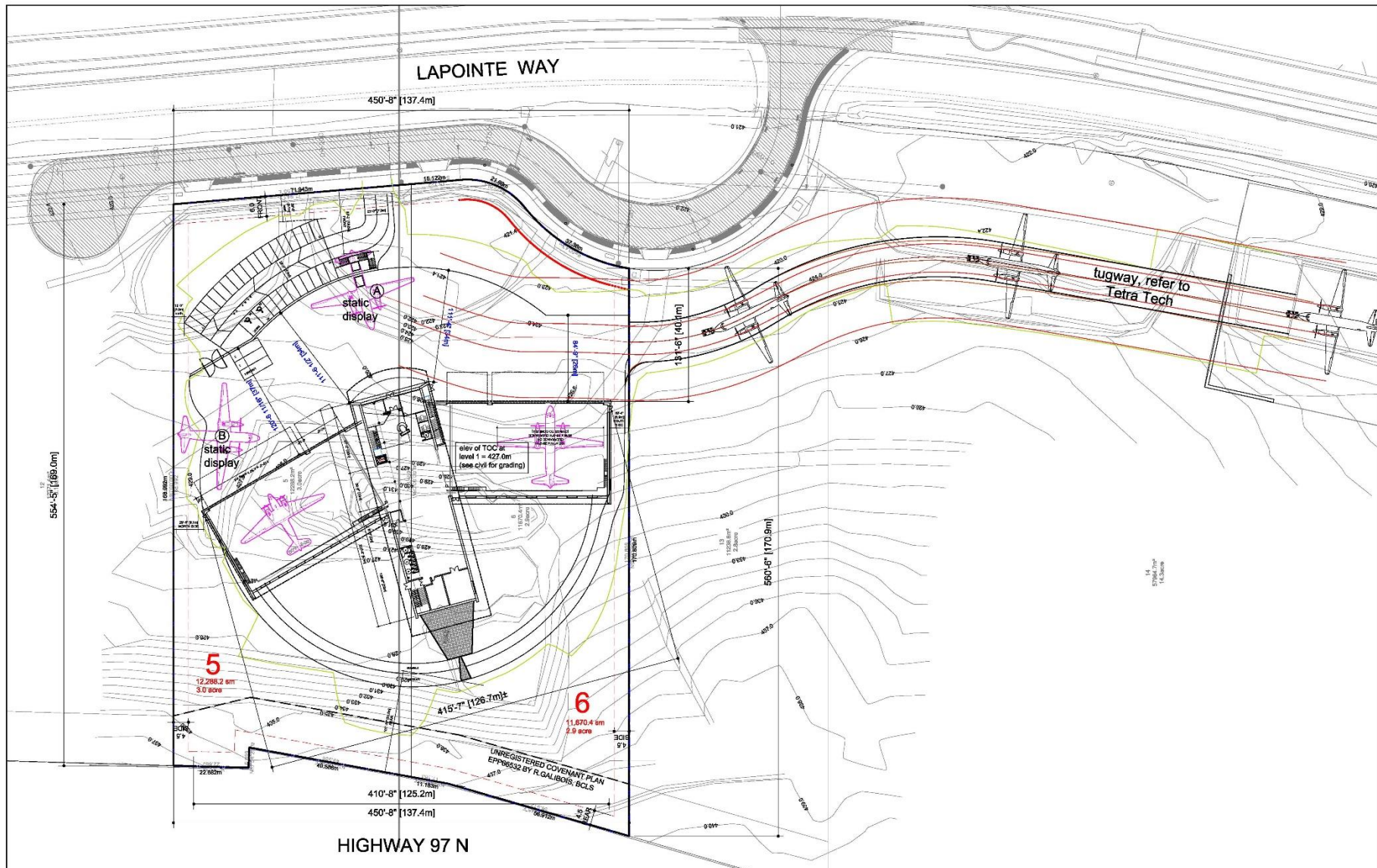
LOADING SIZE	WIDTH	AREA	
	5 ftm	20.0sqm	
LOADING REQUIREMENTS:	1 per 1,000 sqm GFA		
		AREA (sqm)	no of elev
(LEVEL - 1 & 2 AREA)		0,811	2,8
		REQUIRED	3,1
		PROVIDED	3,3



Drawing Number

A1.01

Drawings are NOT to be scaled.
ALL DIMENSIONS SHALL BE VERIFIED ON JOB



2020-09-10
DP

No.	Date	Revision
1	2020-09-10	DP 10/10/2020



Project Title
KF Aerospace
Centre for Excellence



Consultant Seal

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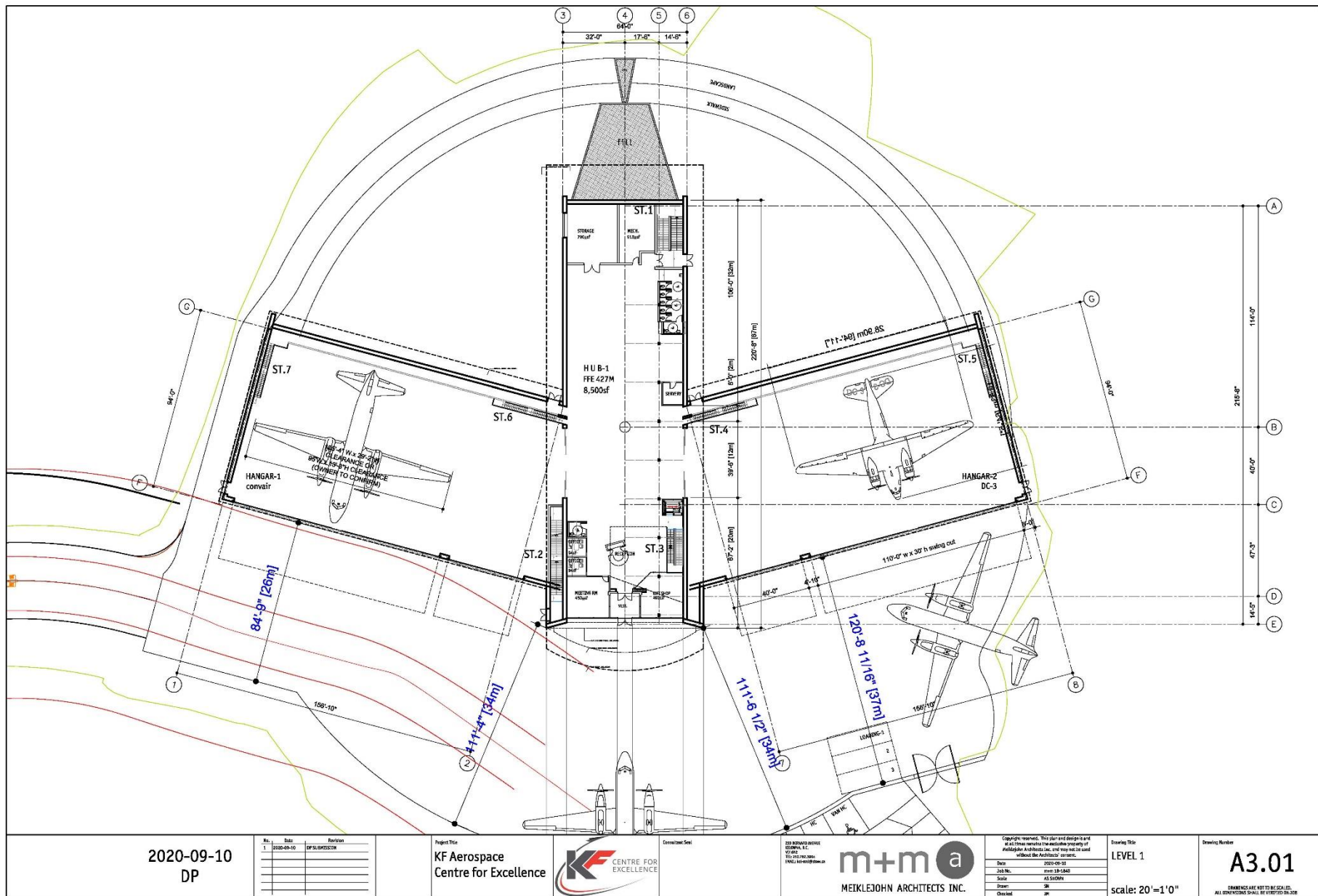
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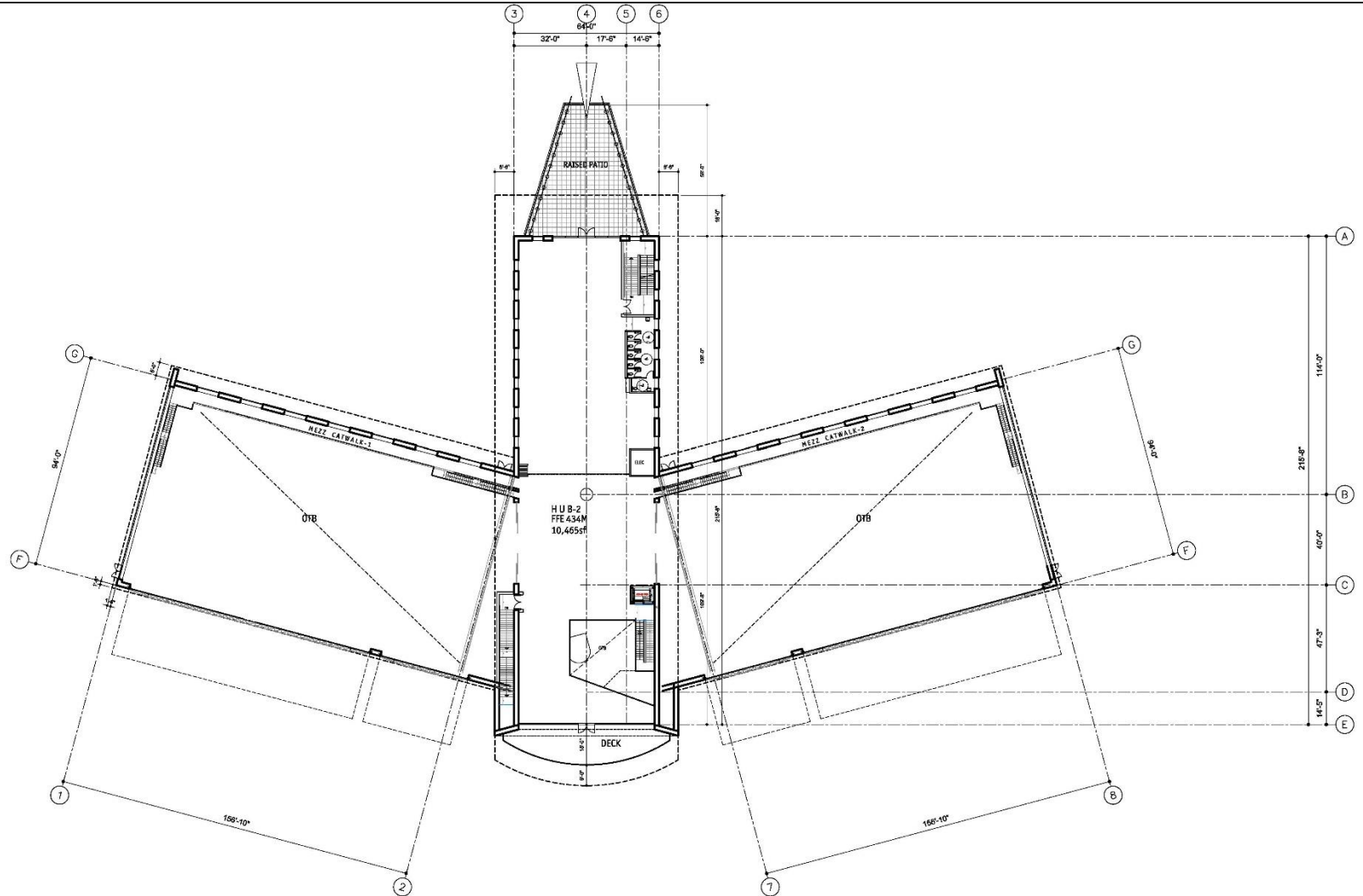
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Date	2020-09-10
Drawn	10/10/2020
Scale	AS SHOWN
Drawn	SM
Checked	JM

Drawing Title
SITE PLAN
scale: 40' = 1"0"

Drawing Number
A2.01
DRAWINGS ARE NOT TO BE SCALED.
ALL DIMENSIONS SHALL BE TO THE DIMENSION LINES.





2020-09-10
DP

No.	Date	Revision
1	2020-09-10	DP SUBMITTAL

Project Title
**KF Aerospace
Centre for Excellence**



Construction Set

2020-09-10
MEIKLEJOHN ARCHITECTS INC.
1000 N. 10th St.
Suite 100
Fargo, ND 58103

m+m a
MEIKLEJOHN ARCHITECTS INC.

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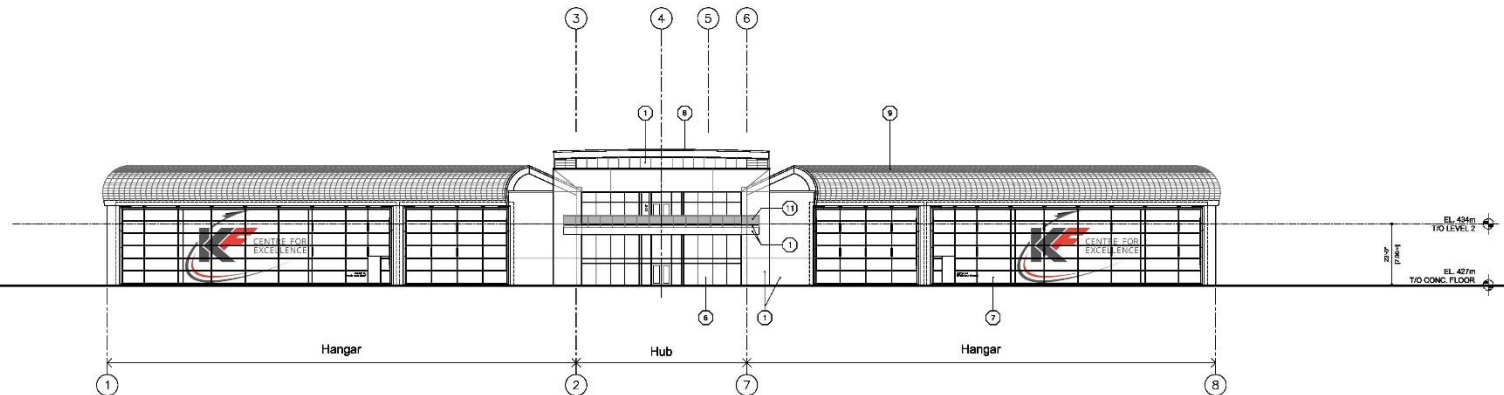
Date	2020-09-10
Job No.	more 18-1040
Scale	AS SHOWN
Drawn	SM
Checked	JM

Drawing Title
LEVEL 2
scale: 20' = 1" 0"

Drawing Number
A3.02
DRAWINGS ARE NOT TO BE SCALED.
ALL DIMENSIONS SHALL BE FORTIFIED IN ORDER

ELEVATION KEY NOTE:
ALL COLOURS TO BE CHOSEN BY ARCHITECT FROM APPROVED PRODUCT MANUF'S STANDARD LINE OF COLOURS.

①	PREFIN METAL CLADDING PANELS
②	PREFIN HORIZ CORRUGATED METAL CLADDING
③	PREFIN METAL LOUVERED GRILLES (SEE MECH)
④	EXPOSED BOARD FORMED CONCRETE FINISH
⑤	ALUM WINDOW: CLEAR ANODISED
⑥	ALUM CURTAIN WALL: CLEAR ANODISED
⑦	ALUM GLASS OVERHEAD DOOR
⑧	PREFIN SHEET METAL FLASHING
⑨	PREFIN HEAVY GAUGE METAL ROOF CLADDING C/W STANDING SEAM JOINTS
⑩	FINISHED GRADE (SEE CIVIL)
⑪	GLASS GUARDRAIL



2020-09-10
DP

No.	Date	Revision
1	2020-09-10	DP SUBMISSION

Project Title
**KF Aerospace
Centre for Excellence**



External East

222 BROADVIEW AVENUE
SUITE 101
VICTORIA, B.C. V8W 2E2
TEL: 250.683.2800
EMAIL: info@meiklejohn.ca

m+m a
MEIKLEJOHN ARCHITECTS INC.

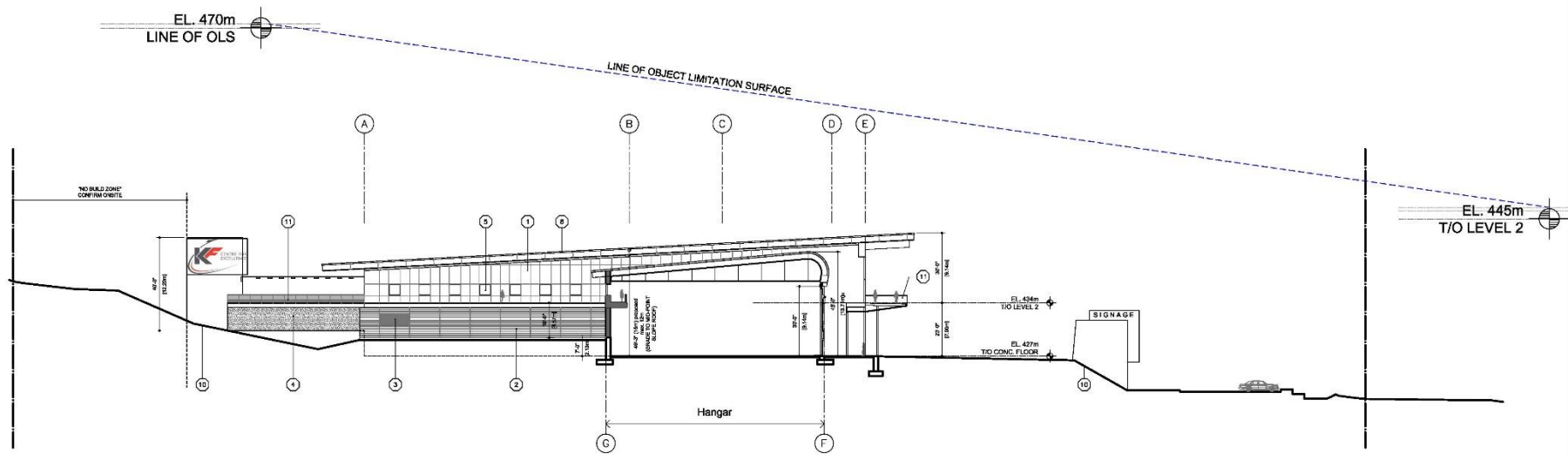
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Date:	2020-09-10
Job No.:	100-18-040
Scale:	AS SHOWN
Drawn:	SM
Checked:	JM

Drawing Title
**FRONT ENTRY
ELEVATION**
scale: 20' = 1'0"

Drawing Number
A4.01
DRAWINGS ARE NOT TO BE SCALED.
ALL DIMENSIONS SHALL BE FORTIFIED TO THE

NOTE:
SEE A4.01 FOR ELEVATION
KEY NOTE LEGEND



2020-09-10
DP

No.	Date	Revision
1	2020-09-10	DP SUBMISSION

Project Title
**KF Aerospace
Centre for Excellence**



Construction Set

FOR REFERENCE ONLY
DO NOT SCALE
THIS DRAWING
FOR CONSTRUCTION

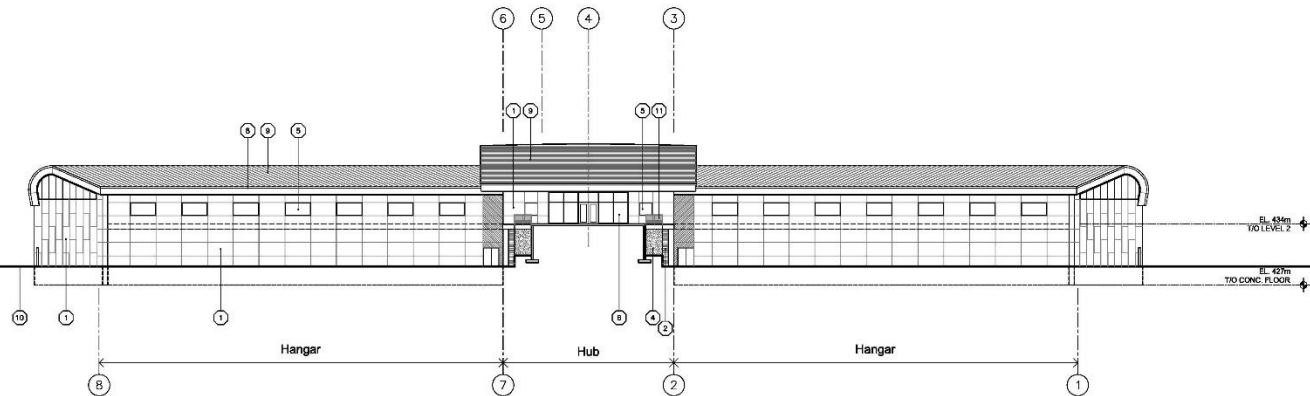
m+m a
MEIKLEJOHN ARCHITECTS INC.

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Date: 2020-09-10
Job No.: 1000-10-0000
Scale: AS SHOWN
Drawn: SM
Checked: SM

Drawing Title
**SIDE SECTIONAL
ELEVATION**
scale: 20' = 1' 0"

Drawing Number
A4.02
DRAWINGS ARE NOT TO BE SCALED.
ALL DIMENSIONS SHALL BE FORTIFIED THEREON.

NOTE:
SEE A4.01 FOR ELEVATION
KEY NOTE LEGEND



2020-09-10
DP

No.	Date	Revision
1	2020-09-10	DP SUBMISSION

Project Title
**KF Aerospace
Centre for Excellence**



Extraction Set

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TEL: 250-363-2000
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MEIKLEJOHN ARCHITECTS INC.

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Date:	2020-09-10
Job No.:	100-10-100
Scale:	AS SHOWN
Drawn:	SM
Checked:	JM

Elevation Title
**REAR PATIO
ELEVATION**
scale: 20' = 1' 0"

Drawing Number
A4.03
DRAWINGS ARE NOT TO BE SCALED.
ALL DIMENSIONS SHALL BE FURNISHED ON JOB.

REPORT TO COUNCIL



Date: November 17, 2020

To: Council

From: City Manager

Department: Development Planning

Application: DP19-0168 DVP19-0169

Owner: 1080426 B.C. LTD, Inc. No.
BC1080426

Address: 3101 Lakeshore Rd

Applicant: Meiklejohn Architects Inc.

Subject: Development Permit and Development Variance Permit

Existing OCP Designation: MXR- Mixed Use (Residential/ Commercial)

Existing Zone: C4- Urban Centre Commercial

1.0 Recommendation

THAT Council authorizes the issuance of Development Permit No. DP19-0168 for Lot 2, District Lot 14, Osoyoos Division Yale District Plan 2863 Except Plans 36584 and 40362, located at 3101 Lakeshore Road, 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. A car share program at the development be operated in accordance with the Agreement included as Schedule "D".

AND THAT Council authorizes the issuance of Development Variance Permit No. DVP19-0169 for Lot 2, District Lot 14, Osoyoos Division Yale District Plan 2863 Except Plans 36584 and 40362, located at 3101 Lakeshore Road, Kelowna, BC;

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

Section 14.4.5 (c) C4- Urban Centre Commercial Development Regulations

To vary the maximum allowable height from the lesser of 15.0m or 4 storeys in the South Pandosy Urban Centre to 30.2m or 9 storeys.

Section 8.2.11 (b) Car Share Incentives

To vary the allowable distance of an off-site car share from within 100m to +/- 205m and to allow for a car share stall to be located in a parkade structure.

AND THAT the applicant be required to register a Section 219 covenant for a public right of way over the driveway access from Lakeshore Road to allow for future access to lands beyond;

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 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 the form and character of a mixed-use seniors living facility and Development Variance Permit for proposed building height and car share location.

3.0 Development Planning

Staff are recommending support for the Development Permit and associated variances as the proposal will revitalize the subject property's former use as a gas station into a mixed-used development that will contribute to the positive redevelopment and intensification of Pandosy Street and the South Pandosy Urban Centre in general.

The project consists largely of a residential seniors' living facility that will add a significant amount of density to a very appropriate location at the corner of KLO Rd and Lakeshore Rd in the core of the Urban Centre. Shops, services, transit and amenities are within a close walking distance of the subject property and the development is well supported by existing roads and public infrastructure. This is consistent with the Official Community Plan's long-term sustainability objectives in order to limit growth on the periphery of the community.

This project represents the first major redevelopment in this section of Lakeshore Rd/ Pandosy Street, staff are tracking several other development scenarios that will further transform this auto-centric area into a mixed-use pedestrian environment creating more visual coherence over the coming decade.

The project's commercial retail units at-grade will help generate activity and interest at street level. The proposal meets the City's parking requirements through a well-integrated multi-level structured parkade that is concealed from public view by residential units along the street frontages on all levels. The residential units should help to further animated the streetscape and meet the policy intent of the OCP Urban Design Guidelines:

- Develop visual and physical connections between public street and private buildings (e.g. patios and spill-out activity, views to and from active interior spaces, awning and canopies);

- Design buildings to occupy 100% of a property's frontage along streets, eliminating elements that disrupt the streetwall such as off-street parking, dead spaces, empty lots of driveways

The applicant has refined the building design over the past year, largely in response to comments from staff. The design breaks the building's mass into several sub forms consisting of a curvilinear feature on the corner, distinct commercial retail units at-grade, mid-block sections with balconies and windows and the upper floor is recessed through both colours and setbacks. Overall, the design includes several different architectural elements, high quality and varied building materials and colours, articulation and modest setbacks that are consistent with the relevant urban design guidelines:

- Massing and height:
 - Mitigate the actual and perceived bulk of buildings by utilizing appropriate massing, including:
 - Architectural elements
 - Detailing that creates a rhythm and visual interest along the line of the building
 - Wall projections and indentations, windows and siding treatments as well as varied material textures should be utilized to create visual interest and to articulate building facades
- Exterior elevations and materials
 - Continue higher quality materials used on the principal façade around any building corner or edge which is visible to the public
 - Use materials in combination to create contrast, enhance human scale, and reduce the apparent bulk of the building

The project will include new sidewalks and boulevard improvements along KLO Rd and Pandosy Street that will implement the South Pandosy streetscape treatment including trees, street furniture, pedestrian lights, landscaped areas and a new transit stop. These efforts will help to achieve the OCP urban design guideline:

- Provide a high-quality public realm consistent with the character of urban development (i.e. incorporate focal points/plazas, pedestrian pathways, parks and open space, enhanced streetscapes and landscaping

The proposed building is detailed in Section 4.2 Project Description of this report. The applicant has completed public notification as per Council Policy 367.

4.0 Proposal

4.1 Background

The subject property is currently vacant. Historically, the property was used as an Esso gas station and has received a certificate of compliance from the Province indicating the site has been satisfactorily remediated to meet contaminated site regulation standards for commercial and residential development.

4.2 Project Description

The proposed building is L-shaped and designed to address the Lakeshore Rd and KLO Rd frontages. It is structured with a two-storey podium with seven stories of 132 residential units above. Level 3 has a southeast facing amenity courtyard for resident use and internally contains many of the amenity areas for residents such as the dining area and multi-purpose room. The units range from 1 bedroom to 2 bedrooms. Parking is provided in an above ground parkade structure that is concealed by the commercial units fronting onto Lakeshore Rd and KLO Rd. Access to the parkade is off a driveway from Lakeshore Rd. The applicant is required to register a Section 219 covenant to ensure public access to lands beyond (e.g. redevelopment of future adjacent properties) over this driveway access. A second driveway access is proposed off KLO Rd, which will restrict use to service vehicles. The two driveways will not allow for through flow of vehicular traffic and will be restricted by bollards. The main entry and pick up/drop off location for residents is located off the access from Lakeshore Rd at the southwest corner of the site.

Parking and Car Share

The proposed parking is based off the supportive housing use category in the Zoning Bylaw. Most retirement living residents do not own or operate vehicles. Additionally, Parc Retirement Living offers a chauffeur service strictly for residents. The applicant is also proposing two car share vehicles through a car share agreement with Modo, which is intended to provide a greater community benefit. This has allowed for an overall reduction in 10 total parking stalls (5 per each vehicle).

The applicant has agreed to the relocation of the existing bus stop on KLO Rd off the public sidewalk and onto their property. This creates a more desirable pedestrian environment along KLO Rd as the sidewalk will no longer be impeded by a bus stop. A design has been agreed to by all parties, including BC Transit, and will be finalized at the time of Building Permit.

Variances

Two variances are proposed by the applicant. The first is a proposed height variance that allows for the applicant to accomplish the maximum allowable density under the C4 zone. The applicant concentrated their design efforts on the quality of the ground level commercial component of the project to demonstrate strong urban design principles. This approach ensures a quality pedestrian experience at-grade when walking along the sidewalks as the overall height of the building will be less apparent up close. The height of the building will be appreciated further back and in conjunction with all the other existing and future buildings in South Padosy. To accomplish an active commercial frontage the following proposed conditions are key considerations:

- Active commercial retail units along Lakeshore Rd, with the exception of the residential main entry, lounge space and Parc staff offices;
- A commercial retail unit at the corner that has been purposefully set back to ensure the pedestrian realm is not impeded, and programming of the corner is possible (i.e. public art);
- A curvilinear building form at the corner designed to enhance the corner treatment and soften the experience at street level;
- The building does not take advantage of the 0.0m setback setback in the C4 zone, rather it is setback by 0.9m at the north property line, 4.6m at the corner, and 1.5m at the west property line to extend the public realm and ensure the building face is not directly at the sidewalk;

- Active commercial retail units along KLO Rd, with the exception of the relocated bus stop incorporated into the proposed building façade; and
- Off-site landscape treatment that will extend the existing South Pandosy village sidewalk treatment and the addition of street trees and furniture to buffer the sidewalk from the street.

The building is setback at level 3 and level 8 to aide in the reduction of mass and bulk. The north and west building face have continuous balconies and vertical screens are used to break up the building into more distinct sections. The building has a distinct base, middle and top, with the upper levels proposing a lighter grey aluminium panelling to make the building feel lighter and less imposing. Additionally, high quality building materials are being proposed, including brick (intended to compliment the South Pandosy character), cementitious and aluminium panels.

Staff are supportive of the height variance as it has been mitigated through the high degree of attention given to the ground-level, architectural details described above, as well as the surrounding context considerations discussed in Section 3.0 of this report.

The second variance is for the proposed location of the two car share vehicles. As per Section 8.2.11 Car Share Incentives of the Zoning Bylaw, car share vehicles must be located within 100m of the subject property and should not be located in a parkade structure. In this scenario, Planning Staff believe it is more appropriate to locate one of the cars at an off-site location that is located close to a transit stop and easily accessed by the South Pandosy neighbourhood residents. In this case, the intention of the car share incentive is not to provide a direct benefit to residents of Parc Retirement Living, but to give an amenity to the greater community. The second consideration of this variance is the location of the second car in the on-site structured parkade. Planning typically wish to see the car located in a highly visible location that is easily accessed by the public. However, the building design forces the parking to be concealed in a parkade structure which is preferred from an overall form and character and urban design perspective. The applicant is required through their agreement with Modo to ensure 24/7 access to the car-share and will do this through their concierge service.

Overall, Planning welcomes the use of a retirement living facility into an Urban Centre. The site is highly walkable, located close to amenities and services regularly used by the senior's population and has good access to public transit.

4.3 Site Context

The subject property is located within the South Pandosy Urban Centre on the corner of KLO Rd and Lakeshore Rd. The site is bordered by commercial development to the north and east along KLO Rd. A vacant property is situated to the south, and service commercial/commercial development is located to the east. This is a prime redevelopment opportunity given that the site is current vacant and situated at a predominant corner within the South Pandosy Urban Centre.

Specifically, adjacent land uses are as follows:

Orientation	Zoning	Land Use
North	C4- Urban Centre Commercial	Retail stores, general
East	C4- Urban Centre Commercial	Financial Services/ Commercial
South	C4- Urban Centre Commercial	Vacant site
West	C4- Urban Centre Commercial	Gas bars/Food primary

Subject Property Map:



4.4 Zoning Analysis Table

Zoning Analysis Table		
CRITERIA	C4 ZONE REQUIREMENTS	PROPOSAL
Development Regulations		
Max. Floor Area Ratio	2.35	2.34
Max. Site Coverage (buildings, parking, driveways)	75%	65.6%
Max. Height 🚫	15.0m/4 storeys	30.2m/9 storeys
Min. Front Yard	0.0m	0.9m
Min. Side Yard (west)	0.0m	4.6m
Min. Side Yard (east)	0.0m	1.5m
Min. Rear Yard	0.0m	9.2m
Other Regulations		
Min. Parking Requirements	Residential: 0.35 per unit Staff: 0.5 per employee Visitor: 0.14 per unit CRU: 1.3 per 100 sqm Total required: 80	Residential: 46 Staff: 10 Visitor: 18 CRU: 5 Total provided: 71 stalls 2 car share stalls allow for reduction of 10 stalls

Min. Bicycle Parking	Residential:	
Min. Private Open Space	Bachelor (per unit): 8.0 m ² 1 bedroom (per unit): 10.0 m ² 2 bedroom (per unit): 15.0 m ² Total required: 1,536 m ²	Indoor: +/- 2,030m ² Outdoor: +/- 2,261m ²
● Indicates a requested variance to building height		

5.0 Current Development Policies

5.1 Kelowna Official Community Plan (OCP)

Chapter 5: Development Process

Objective 5.3 Focus development to designated growth areas

Policy .2 Compact Urban Form. Develop a compact urban form that maximizes the use of existing infrastructure and contributes to energy efficient settlement patterns. This will be done by using increasing densities (approximately 75-100 people and/or jobs per ha located within a 400 metre walking distance of transit stops is required to support the level of transit service) through development, conversion, and re-development within Urban Centres.

Objective 5.8 Achieve high quality urban design.

Policy .2 Streetscaping. Urban Centre roads should be considered as part of the public space and streetscaped with full amenities (i.e. sidewalks, trees and other planting, furniture, bike facilities, boulevards, etc)

Objective 5.20 Achieve high quality urban design and appropriate land uses

Policy .2 South Padosy Urban Design. Encourage the development of landmark buildings at key intersections within the precinct and at the terminus of significant sight lines. Landmark buildings should be distinguished from other buildings through conscientious use of siting, common entrances, additional storeys, articulation of the footprint or roof-line, decorative structures, colour and other means appropriate to the setting and desired effect

Objective 5.22 Ensure context sensitive housing development.

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

6.0 Application Chronology

Date of Application Received: October 29, 2019
Date Public Consultation Completed: June 2019 (pre-application)/July 2020

Report prepared by: Jocelyn Black, Urban Planning Manager
Reviewed by: Terry Barton, Development Planning Department Manager
Approved for Inclusion: Ryan Smith, Divisional Director, Planning & Development Services

Attachments:

Attachment A: Draft Development and Development Variance Permit DP19-0168/DVP19-0169

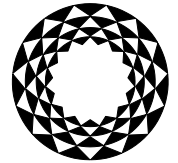
Schedule A: Site Plan

Schedule B: Elevations and Materials

Schedule C: Landscape Plan

Schedule D: Car Share Agreement

Attachment B: Applicant Rationale Statement and Renderings



Development Permit & Development Variance Permit DP19-0168/DVP19-0169

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

3101 Lakeshore Rd.

and legally known as

Lot 1, District Lot 14, Osoyoos Division Yale District Plan 2863, except plans 36584 and 40362

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

Supportive Housing and retail stores, general

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

Date of Council Decision November 17, 2020

Decision By: Council

Development Permit Area: Revitalization Area

Existing Zone: C4- Urban Centre Commercial

Future Land Use Designation: MXR- Mixed Use Residential/Commercial

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: 1080426 B.C. LTD, Inc. No. BC1080426

Applicant: Meiklejohn Architects Inc.

Planner: J. Black

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) A car share program at the development be operated in accordance with the Agreement included as "Schedule D"
- f) Variances to the following section of Zoning Bylaw No. 8000 be granted:

Section 14.4.5 (c) C4- Urban Centre Commercial Development Regulations

To vary the maximum allowable height from the lesser of 15.0m or 4 storeys in the South Pandosy Urban Centre to 30.2m or 9 storeys.

Section 8.2.11 (b) Car Share Incentives

To vary the allowable distance of an off site car share from within 100m to +/- 205m and to allow for a car share stall to be located in a parkade structure.

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 **\$19,081.25**

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 CURRENT LAND OWNER.
Security shall ONLY be returned to the signatory of the
Landscape Agreement or their designates.**

DRAFT

PARC KELOWNA

3101 LAKESHORE ROAD

PROJECT TEAM:

CLIENT:
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Aprohoroff@true.bc.ca

CONSTRUCTION MANAGER:

GREYBACK CONSTRUCTION LTD.
MIKE SYMONDS
1-778-476-8007
msymonds@greyback.com

DRAWING LIST:

A0.01	COVER SHEET
A1.01	ZONING & CODE REVIEW
A2.01	SITE PLAN
A3.01	LEVEL 1 PARKADE PLAN
A3.02	LEVEL 2 PARKADE PLAN
A3.03	LEVEL 3 FLOOR PLAN
A3.04	LEVEL 4 FLOOR PLAN
A3.05	LEVEL 5 to 6 FLOOR PLAN
A3.07	LEVEL 7 FLOOR PLAN
A3.08	LEVEL 8 FLOOR PLAN
A3.09	LEVEL 9 FLOOR PLAN
A3.10	ROOF PLAN
A4.01	BUILDING ELEVATION @ LAKESHORE
A4.02	BUILDING ELEVATION @ KLO
A4.03	BUILDING ELEVATION @ ENTRY ACCESS
A4.04	BUILDING ELEVATION @ NEIGHBOUR
A5.01	BUILDING SECTION
A5.02	BUILDING SECTION
A5.03	PARTIAL SECTIONS

PARC

BUILDING AND FLOOR AREAS

	Δ ₂₁	Δ ₂₂
CH ₂ ×1	64	305
CH ₂ ×2	116	
CH ₂ ×3	72	
CH ₂ ×4	38	495

[illegible]

Year	Age	Sex	Age	Sex	Age	Sex	Count	Off. Area
1980	63	68	172	1			1112	
1981	62	56	712	2			1416	
1982	62	56	823	3			1416	
1983	62	54	393	3			203	
1984	58	56	862	3			203	
1985	58	54	862	3			203	
1986	56	52	111	3			252	
1987	56	52	111	3			252	
1988	62	62	962	2			1112	
1989	58	56	962	3			212	
1990	58	56	962	3			212	
1991	58	56	962	3			212	
1992	58	56	752	2			1416	
1993	58	56	752	2			1416	
1994	58	56	512	3			1112	
1995	58	56	512	3			1112	
1996	58	56	512	3			1112	
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2036	58	56	512	3			1112	
2037	58	56	512	3			1112	
2038	58	56	512	3			1112	
2039	58	56	512	3			1112	
2040	58	56	512	3			1112	
2041	58	56	512	3			1112	
2042	58	56	512	3			1112	

COVERAGE

[illegible]

FLUOR APTA PLATT

FLOOR AREA NET (mmx)	
± 8,691 sm	± 8,690 sm
± 80,544 sf	± 83,528 sf

FLOOR AREA NET (max)

Building ID	Building type	Year of construction	Year of renovation
001	Office building	1985	1995
002	Residential building	1990	2000
003	Commercial building	1992	2002
004	Industrial building	1988	1998
005	Public building	1991	2001
006	Healthcare building	1993	2003
007	Education building	1989	1999
008	Government building	1994	2004
009	Religious building	1987	1997
010	Entertainment building	1996	2006

PRIVAT
OPEN
SPACE

1822	00372	Pos1			
224	16	21004			
312	36	31044			
207	29	21002			
208	29	31004			
206	29	31004			
262	29	31004	00374	263	Pos1

**BICYCLE CALCULATIONS
(BASED ON 2019 BYLAW)**

[illegible]

BUILDING CODE REVIEW (2018 BCBC)

[illegible]

APPROXIMATE VOLUMES	
FLOOR	2 MM
WALLS / REINFORCING STRUCTURE	2 MM

[illegible]

OCCUPANT LOAD	

[illegible]

FIRE PROTECTION:	3.2.4/3.2.5/3.2.6.
------------------	--------------------

LOCKED BY ATTORNEY TO SHARPER CONSULTING	46-6644	323.6.
STAFF PI MODEL	YES (IN EACH STAFF SHAWT)	323.6.
SPRINGLOD	YES	
PER ALAIN DUBIN	YES	323.6.270
ENI LEADIS	YES	
EMERGENCY IDENTIFY	YES	

EXIT FACILITIES

[illegible]

REQUIRED FIRE SEPARATIONS

[illegible]

BUILDING FIRE SAFETY

[illegible]

ACCESSIBILITY REQUIREMENTS

	REQUIRED	PROPOSED
ACCESS TO MAIN ENTRANCES	YES	YES
ACCESS TO ALL FLOORS	YES	YES
ACCESSIBLE WASHROOM	YES	NO

WASHROOM FIXTURES REQUIREMENTS

MR. 1 RECDY DOWLING UNIT	3/22/2011
WASHINGTON REQUIREMENTS FOR EACH CHU TO BE COMPLETED BY TENANTS FOR SEPARATE LEASEHOLD IMPROVEMENT (ALC)	

OKANAGAN LAKE 200 YEAR FLOOD PLAIN

343.66m

NO HABITABLE SPACE, SERVICE ROOM, STORAGE ROOM PERMITTED BELOW THIS ELEVATION, VEHICLE AND BIKE STORAGE PERMITTED.



SCHEDULE A

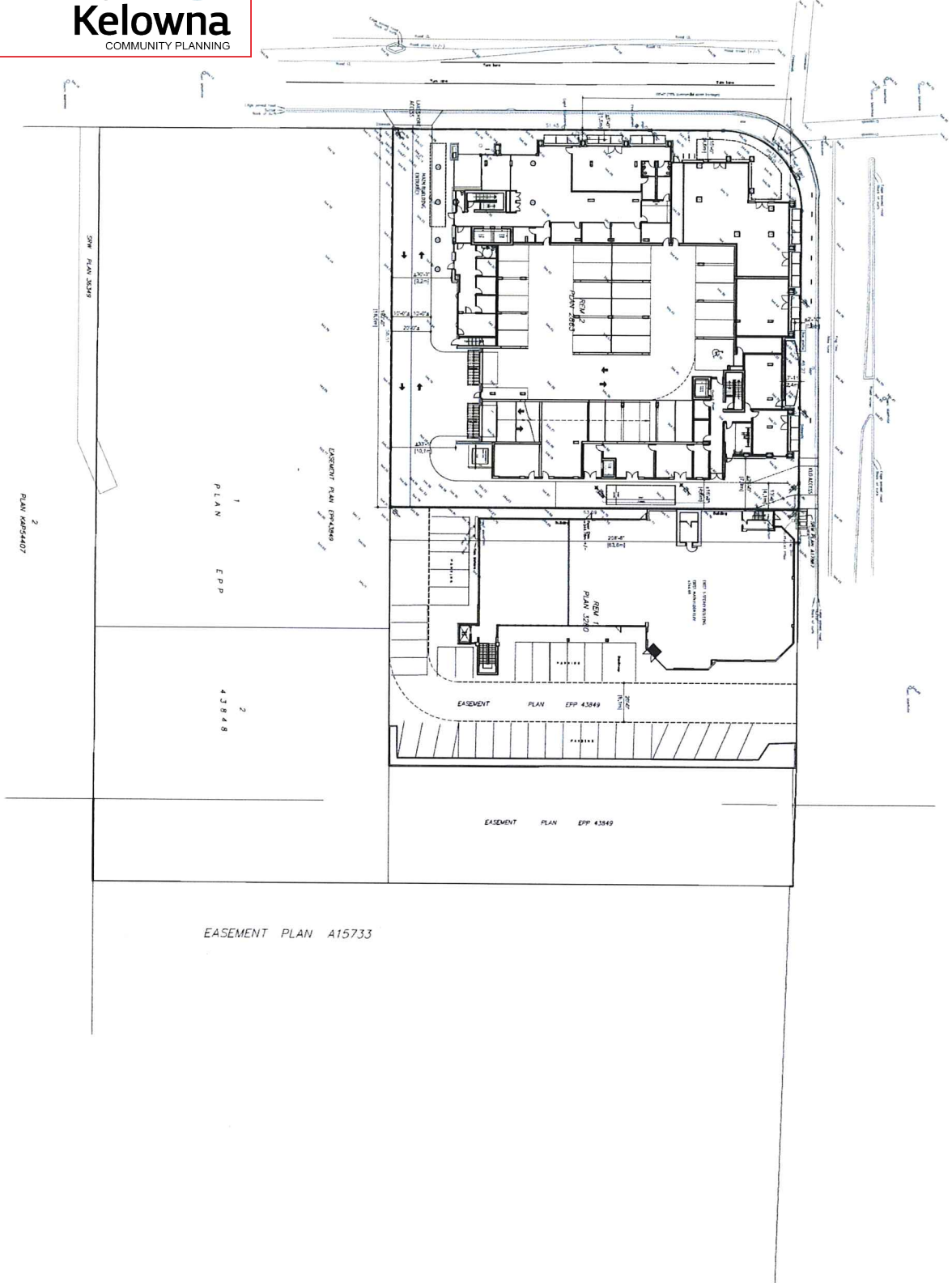
This forms part of application
DP19-0168/DVP19-0169



City of
Kelowna
COMMUNITY PLANNING

Planner
Initials

JB



NO.	DATE	DESCRIPTION
1	2019.01.15	ISSUED FOR PERMITTING
2	2019.01.15	ISSUED FOR PERMITTING
3	2019.01.15	ISSUED FOR PERMITTING
4	2019.01.15	ISSUED FOR PERMITTING
5	2019.01.15	ISSUED FOR PERMITTING
6	2019.01.15	ISSUED FOR PERMITTING
7	2019.01.15	ISSUED FOR PERMITTING
8	2019.01.15	ISSUED FOR PERMITTING
9	2019.01.15	ISSUED FOR PERMITTING
10	2019.01.15	ISSUED FOR PERMITTING

Scale: 1" = 20'-0"

A2.00

SITE PLAN

Prepared By: [Name]

Checked By: [Name]

Approved By: [Name]

Date: 2019.01.15

Project Name: [Name]

Project Address: [Address]

Project Phone: [Phone]

Project Email: [Email]

Project Website: [Website]

Project Social Media: [Social Media]

Project Other: [Other]

Project Notes: [Notes]

Project Comments: [Comments]

Project Status: [Status]

Project Progress: [Progress]

Project Budget: [Budget]

Project Timeline: [Timeline]

Project Risks: [Risks]

Project Opportunities: [Opportunities]

Project Challenges: [Challenges]

Project Success: [Success]

Project Failure: [Failure]

Project Learning: [Learning]

Project Innovation: [Innovation]

Project Creativity: [Creativity]

Project Collaboration: [Collaboration]

Project Communication: [Communication]

Project Leadership: [Leadership]

Project Management: [Management]

Project Organization: [Organization]

Project Planning: [Planning]

Project Execution: [Execution]

Project Monitoring: [Monitoring]

Project Evaluation: [Evaluation]

Project Reporting: [Reporting]

Project Documentation: [Documentation]

Project Archiving: [Archiving]

Project Restoration: [Restoration]

Project Preservation: [Preservation]

Project Maintenance: [Maintenance]

Project Repair: [Repair]

Project Replacement: [Replacement]

Project Upgrade: [Upgrade]

Project Modernization: [Modernization]

Project Renovation: [Renovation]

Project Reconstruction: [Reconstruction]

Project Rebuilding: [Rebuilding]

Project Reopening: [Reopening]

Project Restart: [Restart]

Project Resume: [Resume]

Project Restart: [Restart]

Project Resume: [Resume]

Project Restart: [Restart]

Project Resume: [Resume]

Project Restart: [Restart]

Project Resume: [Resume]

Project Restart: [Restart]

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Project Resume: [Resume]

Project Restart: [Restart]

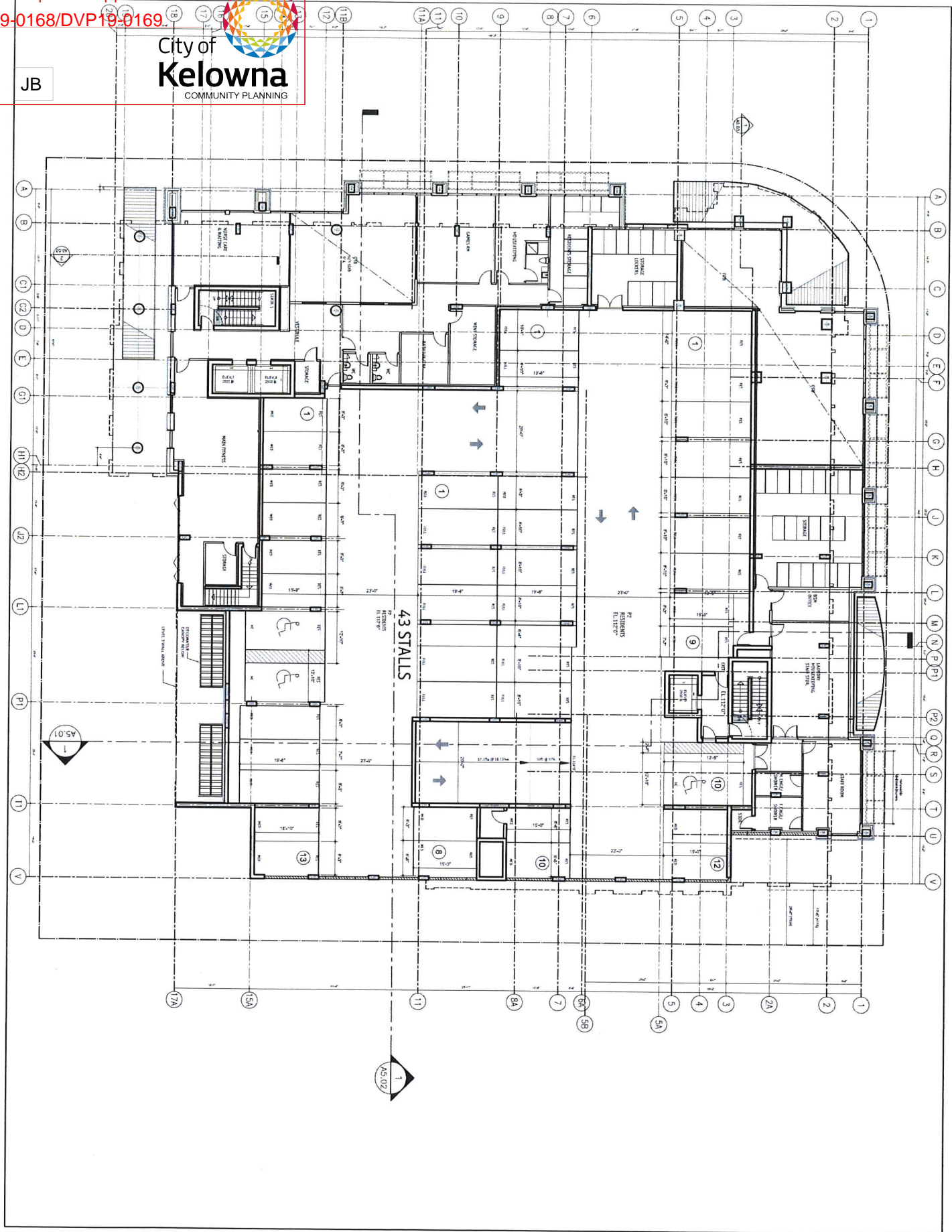
Project Resume: [Resume]

Project Restart: [Restart]

SCHEDULE A

This forms part of application
 # DP19-0168/DVP19-0169

Planner
 Initials
 JB



SCHEDULE

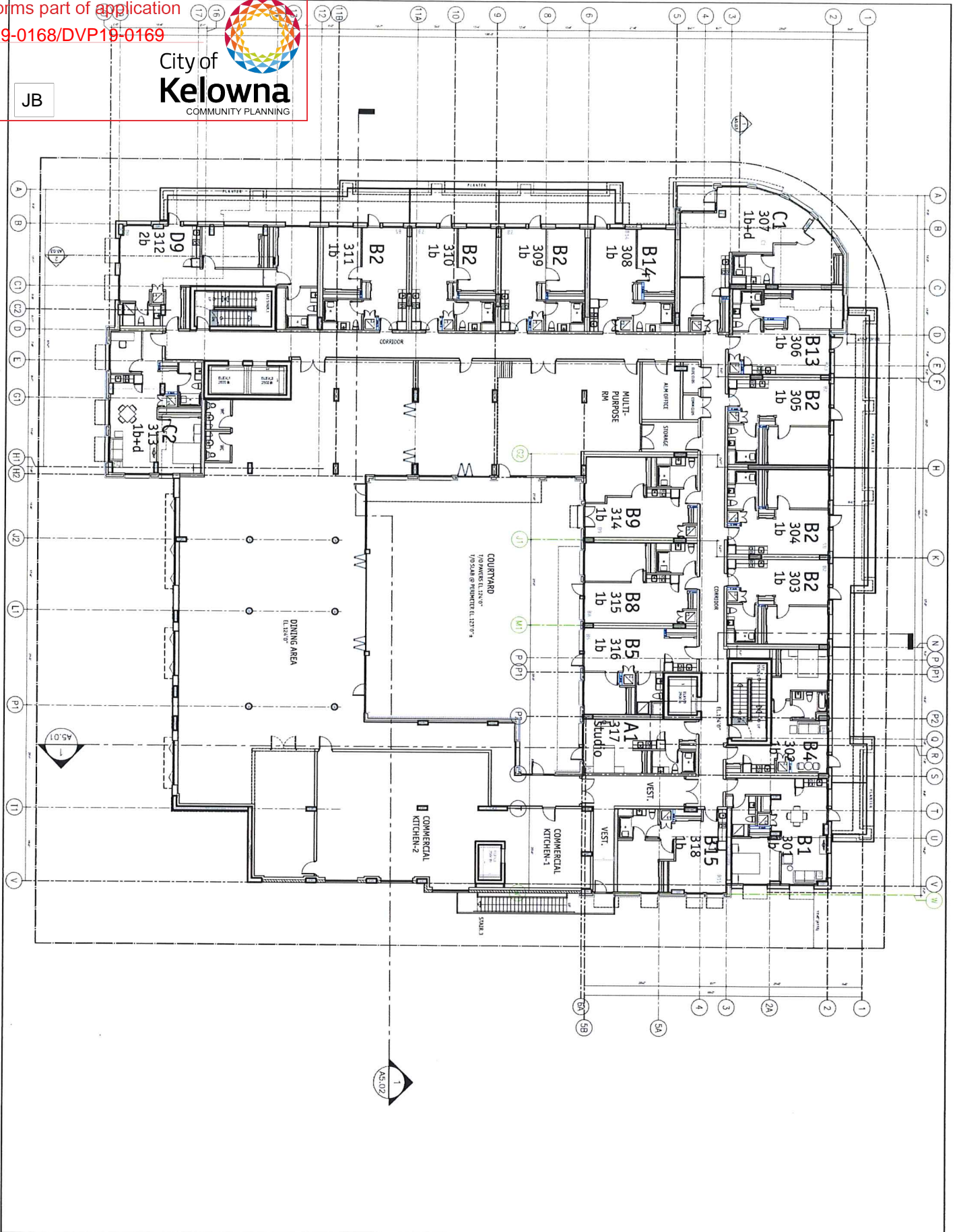
A

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DP19-0168/DVP19-0169

Planner
Initials

JB

City of
Kelowna
COMMUNITY PLANNING



A3.03

LEVEL 3
FLOOR PLAN

scale: 1/8" = 1'-0"

NO.	DATE	DESCRIPTION
1	2019-01-15	ISSUED FOR PERMIT
2	2019-01-15	ISSUED FOR PERMIT
3	2019-01-15	ISSUED FOR PERMIT
4	2019-01-15	ISSUED FOR PERMIT
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6	2019-01-15	ISSUED FOR PERMIT
7	2019-01-15	ISSUED FOR PERMIT
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9	2019-01-15	ISSUED FOR PERMIT
10	2019-01-15	ISSUED FOR PERMIT
11	2019-01-15	ISSUED FOR PERMIT
12	2019-01-15	ISSUED FOR PERMIT
13	2019-01-15	ISSUED FOR PERMIT
14	2019-01-15	ISSUED FOR PERMIT
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16	2019-01-15	ISSUED FOR PERMIT
17	2019-01-15	ISSUED FOR PERMIT
18	2019-01-15	ISSUED FOR PERMIT
19	2019-01-15	ISSUED FOR PERMIT
20	2019-01-15	ISSUED FOR PERMIT
21	2019-01-15	ISSUED FOR PERMIT
22	2019-01-15	ISSUED FOR PERMIT
23	2019-01-15	ISSUED FOR PERMIT
24	2019-01-15	ISSUED FOR PERMIT
25	2019-01-15	ISSUED FOR PERMIT
26	2019-01-15	ISSUED FOR PERMIT
27	2019-01-15	ISSUED FOR PERMIT
28	2019-01-15	ISSUED FOR PERMIT
29	2019-01-15	ISSUED FOR PERMIT
30	2019-01-15	ISSUED FOR PERMIT
31	2019-01-15	ISSUED FOR PERMIT
32	2019-01-15	ISSUED FOR PERMIT
33	2019-01-15	ISSUED FOR PERMIT
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44	2019-01-15	ISSUED FOR PERMIT
45	2019-01-15	ISSUED FOR PERMIT
46	2019-01-15	ISSUED FOR PERMIT
47	2019-01-15	ISSUED FOR PERMIT
48	2019-01-15	ISSUED FOR PERMIT
49	2019-01-15	ISSUED FOR PERMIT
50	2019-01-15	ISSUED FOR PERMIT
51	2019-01-15	ISSUED FOR PERMIT
52	2019-01-15	ISSUED FOR PERMIT
53	2019-01-15	ISSUED FOR PERMIT
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55	2019-01-15	ISSUED FOR PERMIT
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60	2019-01-15	ISSUED FOR PERMIT
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97	2019-01-15	ISSUED FOR PERMIT
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99	2019-01-15	ISSUED FOR PERMIT
100	2019-01-15	ISSUED FOR PERMIT



parc
retirement
living

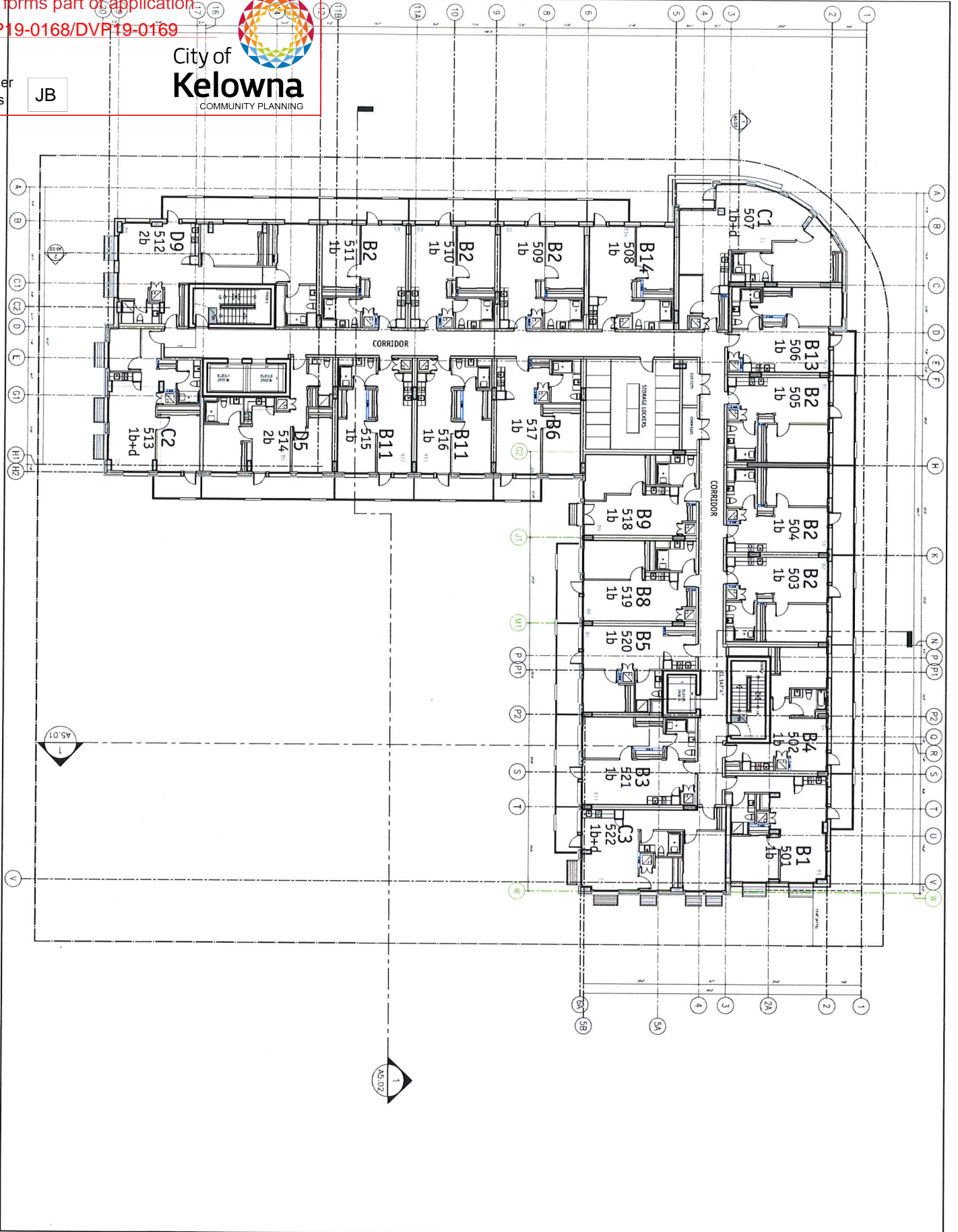
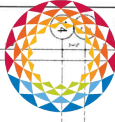
m+m
MECKLEJOHN ARCHITECTS INC.

SCHEDULE A

This forms part of application
DP19-0168/DVP19-0169

Planner
Initials JB

City of
Kelowna
COMMUNITY PLANNING



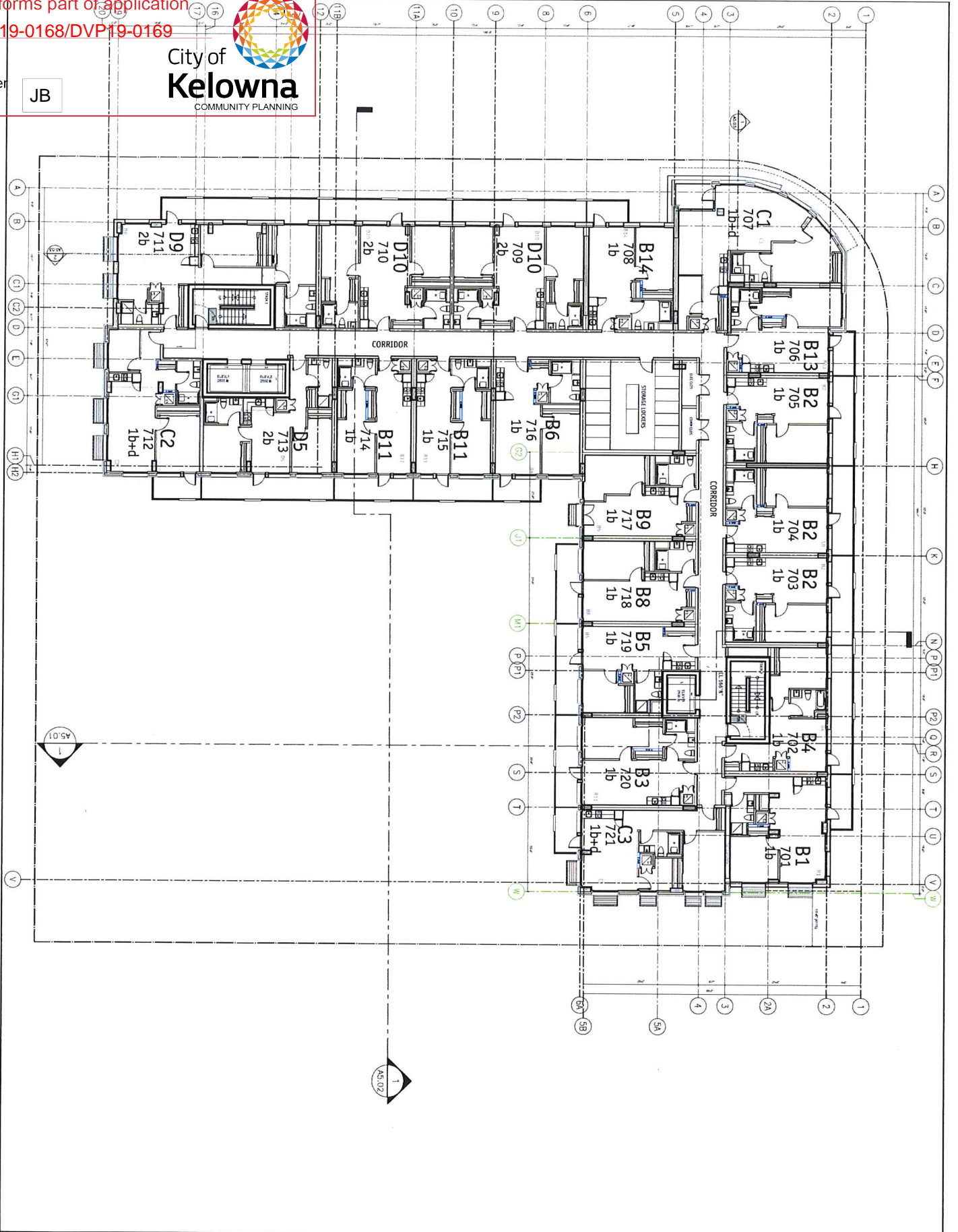
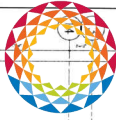
SCHEDULE A

This forms part of application
DP19-0168/DVP19-0169

Planner
Initials

JB

City of
Kelowna
COMMUNITY PLANNING



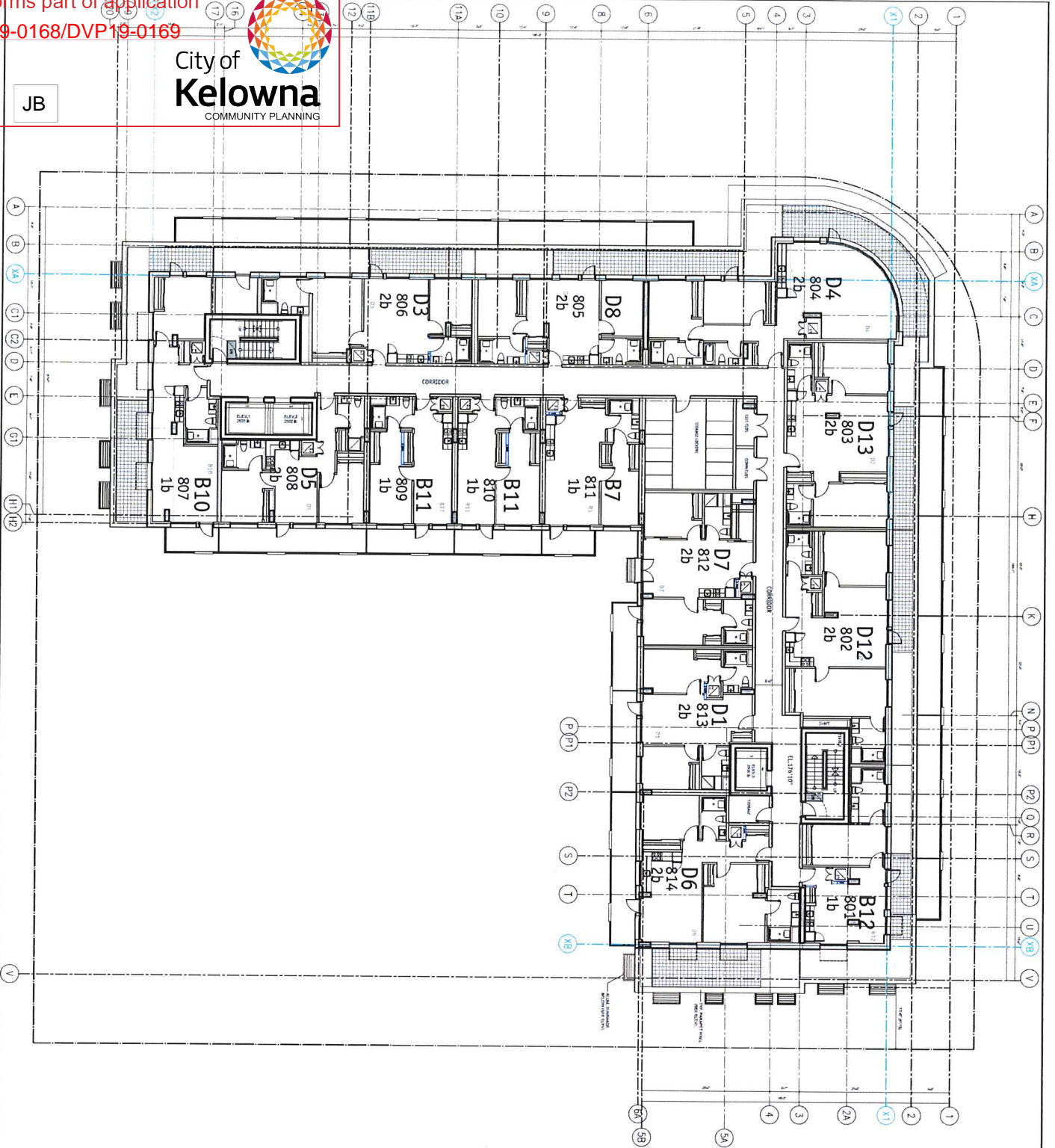
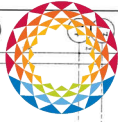
SCHEDULE A

This forms part of application
DP19-0168/DVP19-0169

Planner
Initials

JB

City of
Kelowna
COMMUNITY PLANNING



scale: 1/8"=1'0"

FLOOR PLAN

LEVEL 8

A3.08

KELOWNA PARK
INDEPENDENT SENIORS'
RENTAL RESIDENCE

NO.	DATE	DESCRIPTION	BY	CHECKED
1	2019.08.14	ISSUED FOR PERMIT	MEIKLEJOHN	
2	2019.08.14	ISSUED FOR PERMIT	MEIKLEJOHN	
3	2019.08.14	ISSUED FOR PERMIT	MEIKLEJOHN	
4	2019.08.14	ISSUED FOR PERMIT	MEIKLEJOHN	
5	2019.08.14	ISSUED FOR PERMIT	MEIKLEJOHN	
6	2019.08.14	ISSUED FOR PERMIT	MEIKLEJOHN	
7	2019.08.14	ISSUED FOR PERMIT	MEIKLEJOHN	
8	2019.08.14	ISSUED FOR PERMIT	MEIKLEJOHN	
9	2019.08.14	ISSUED FOR PERMIT	MEIKLEJOHN	
10	2019.08.14	ISSUED FOR PERMIT	MEIKLEJOHN	
11	2019.08.14	ISSUED FOR PERMIT	MEIKLEJOHN	
12	2019.08.14	ISSUED FOR PERMIT	MEIKLEJOHN	



parc
retirement
living

m+m
MEIKLEJOHN ARCHITECTS INC.

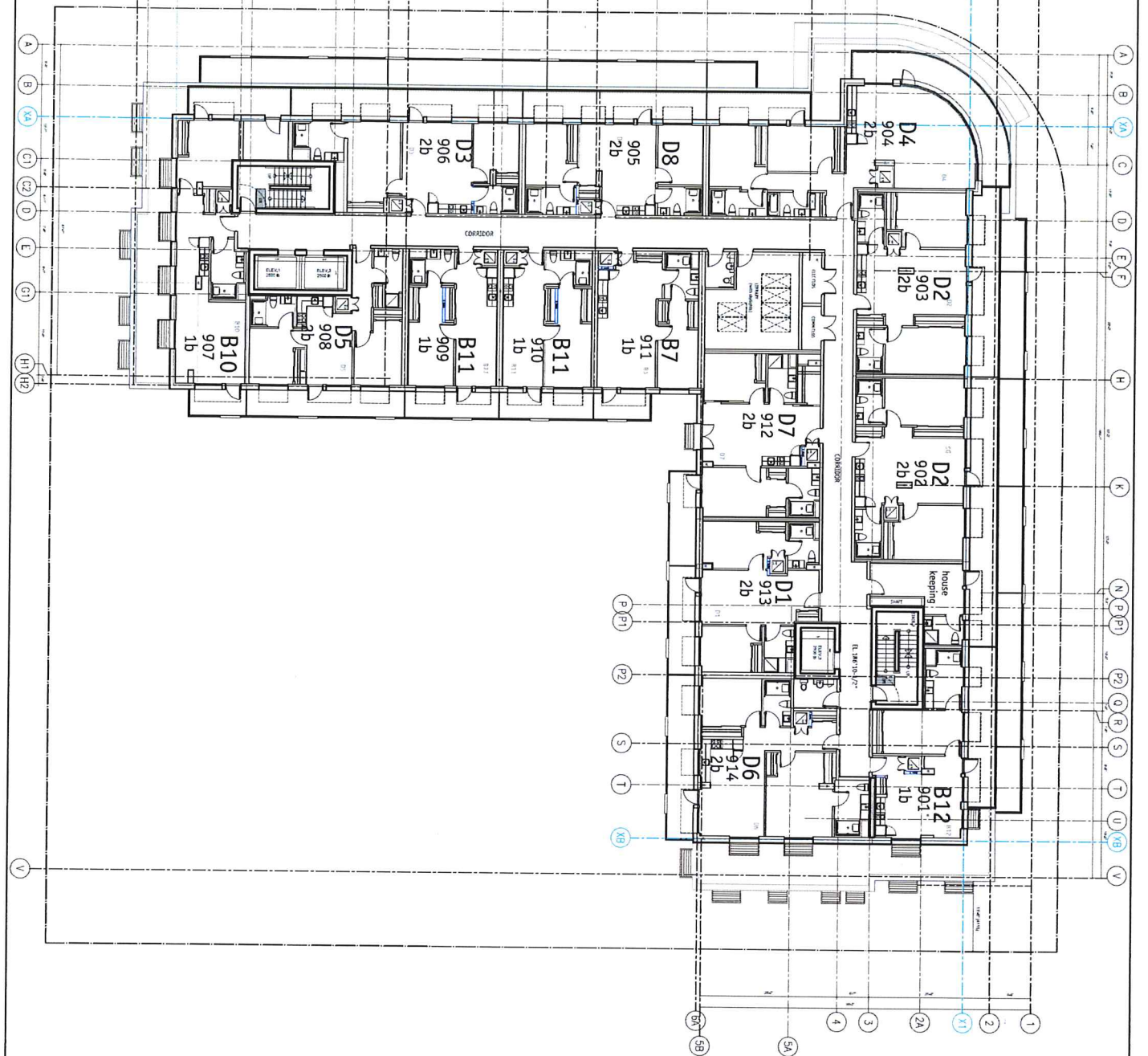
213

SCHEDULE A

This forms part of application
DP19-0168/DVP19-0169

Planner
Initials
JB

City of
Kelowna
COMMUNITY PLANNING



scale: 1/8" = 1'-0"

FLOOR PLAN

LEVEL 8

A3.08

KELOWNA PARK
INDEPENDENT SENIORS'
RENTAL RESIDENCE

NO.	DATE	DESCRIPTION	BY	CHECKED
1	2019.08.01	ISSUED FOR PERMIT	MEIKLEJOHN	
2	2019.08.01	ISSUED FOR PERMIT	MEIKLEJOHN	
3	2019.08.01	ISSUED FOR PERMIT	MEIKLEJOHN	
4	2019.08.01	ISSUED FOR PERMIT	MEIKLEJOHN	
5	2019.08.01	ISSUED FOR PERMIT	MEIKLEJOHN	
6	2019.08.01	ISSUED FOR PERMIT	MEIKLEJOHN	
7	2019.08.01	ISSUED FOR PERMIT	MEIKLEJOHN	
8	2019.08.01	ISSUED FOR PERMIT	MEIKLEJOHN	
9	2019.08.01	ISSUED FOR PERMIT	MEIKLEJOHN	
10	2019.08.01	ISSUED FOR PERMIT	MEIKLEJOHN	
11	2019.08.01	ISSUED FOR PERMIT	MEIKLEJOHN	
12	2019.08.01	ISSUED FOR PERMIT	MEIKLEJOHN	



paic
retirement
living

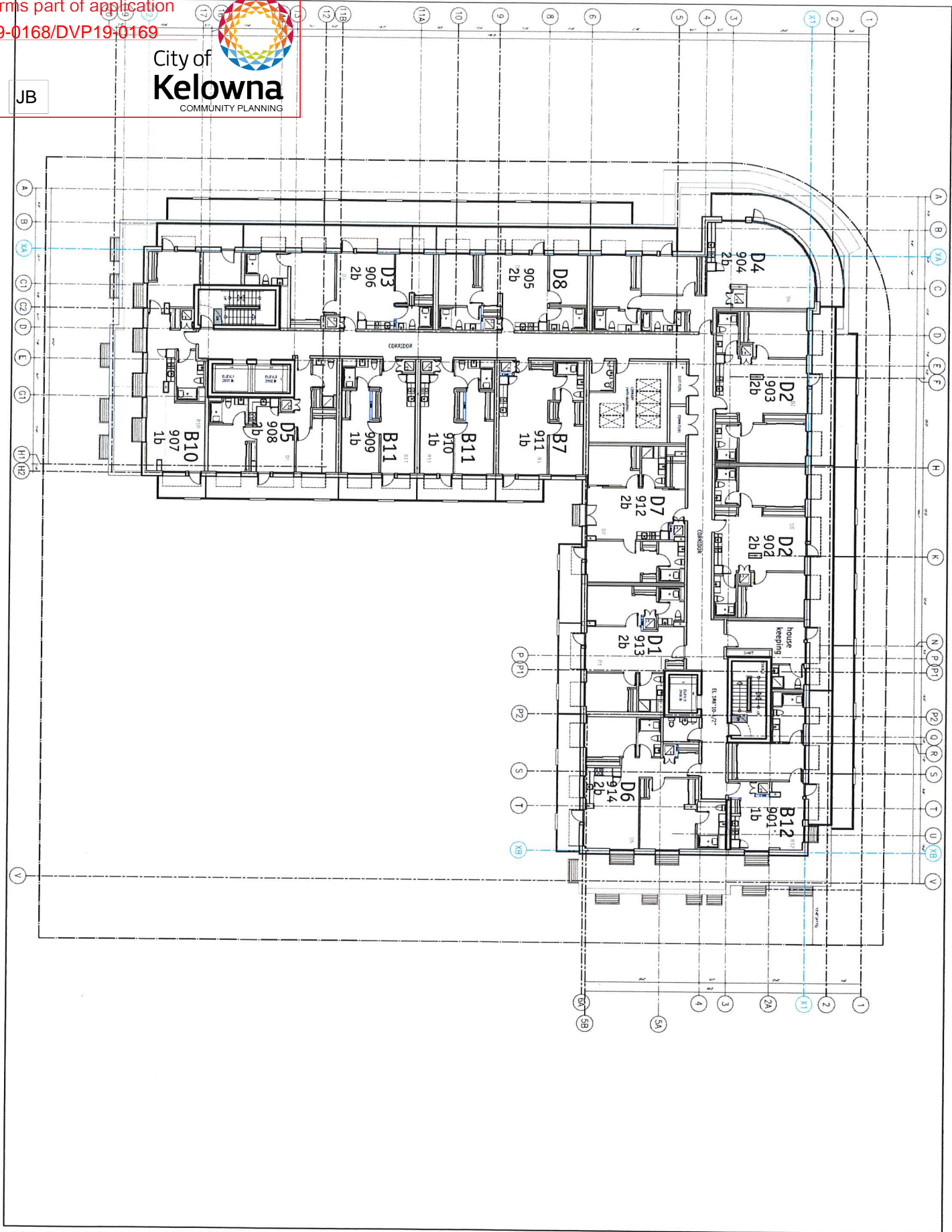
m+m
MEIKLEJOHN ARCHITECTS INC.

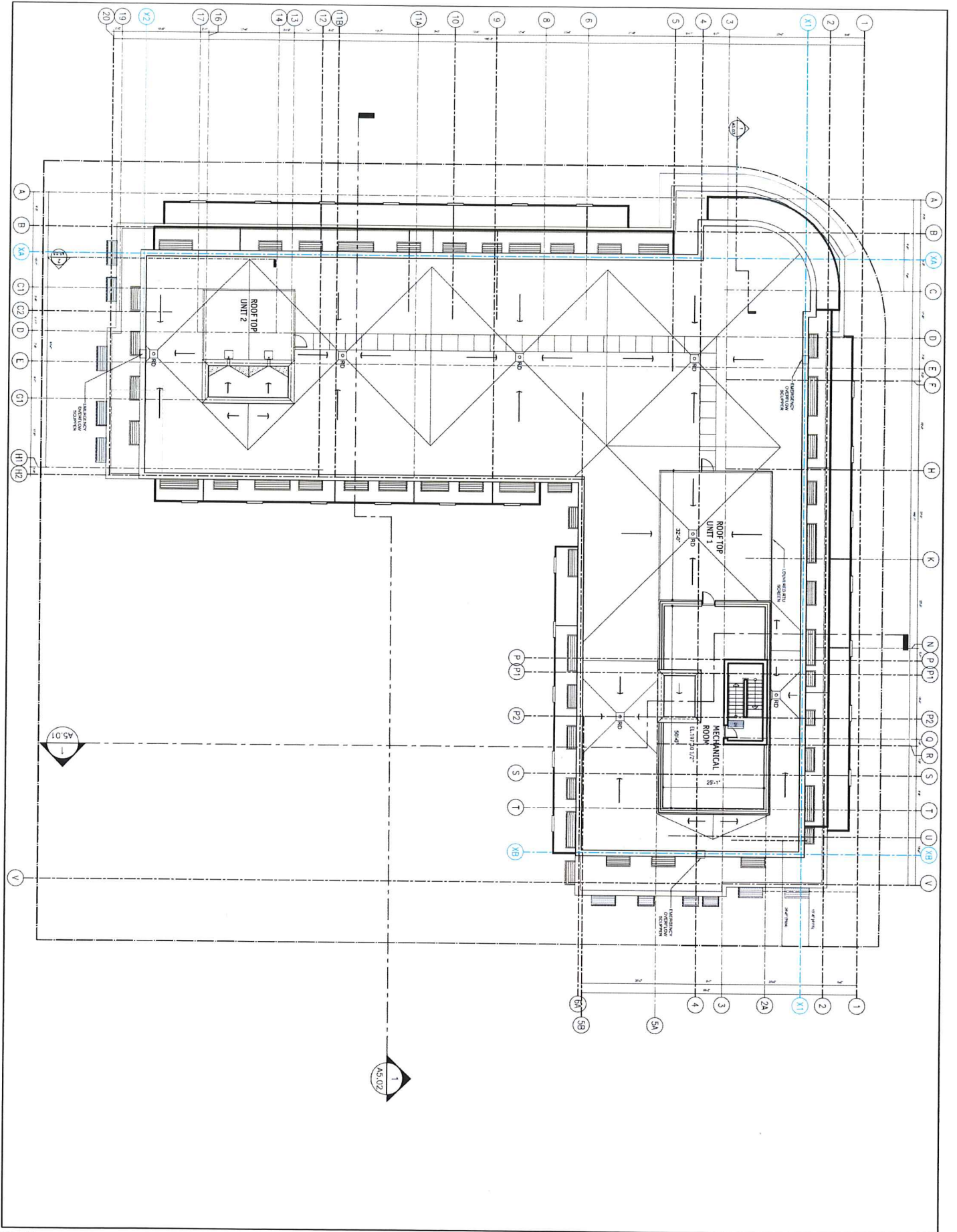
214

SCHEDULE A

This forms part of application
DP19-0168/DVP19-0169

Planner
Initials
JB





B

DP19-0168/DVP19-0169

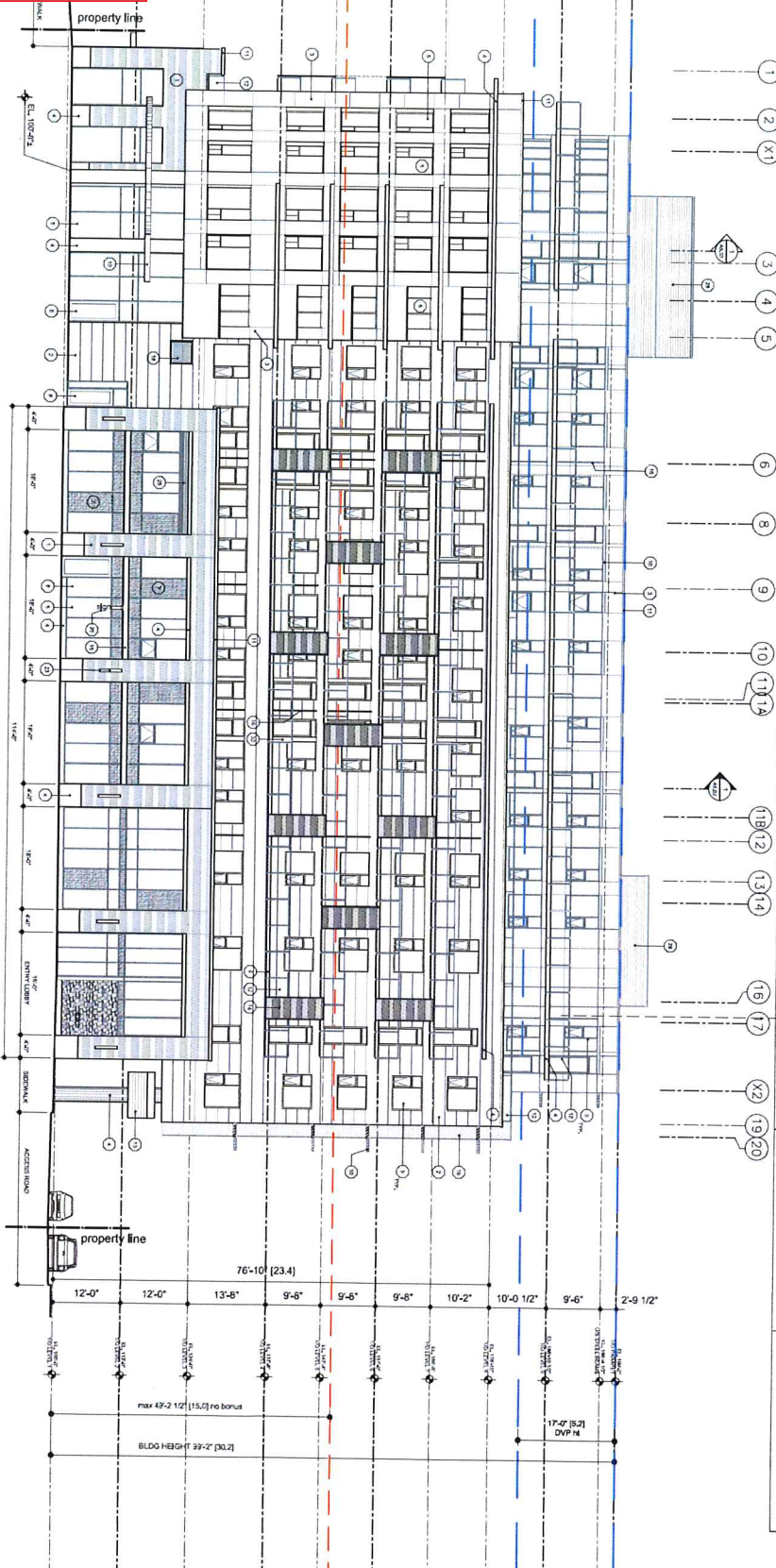


City of Kelowna
COMMUNITY PLANNING

Planner
Initials

JB

lakeshore road (west)

[illegible]

SCHEDULE B

This forms part of application

DP19-0168/DVP19-0169

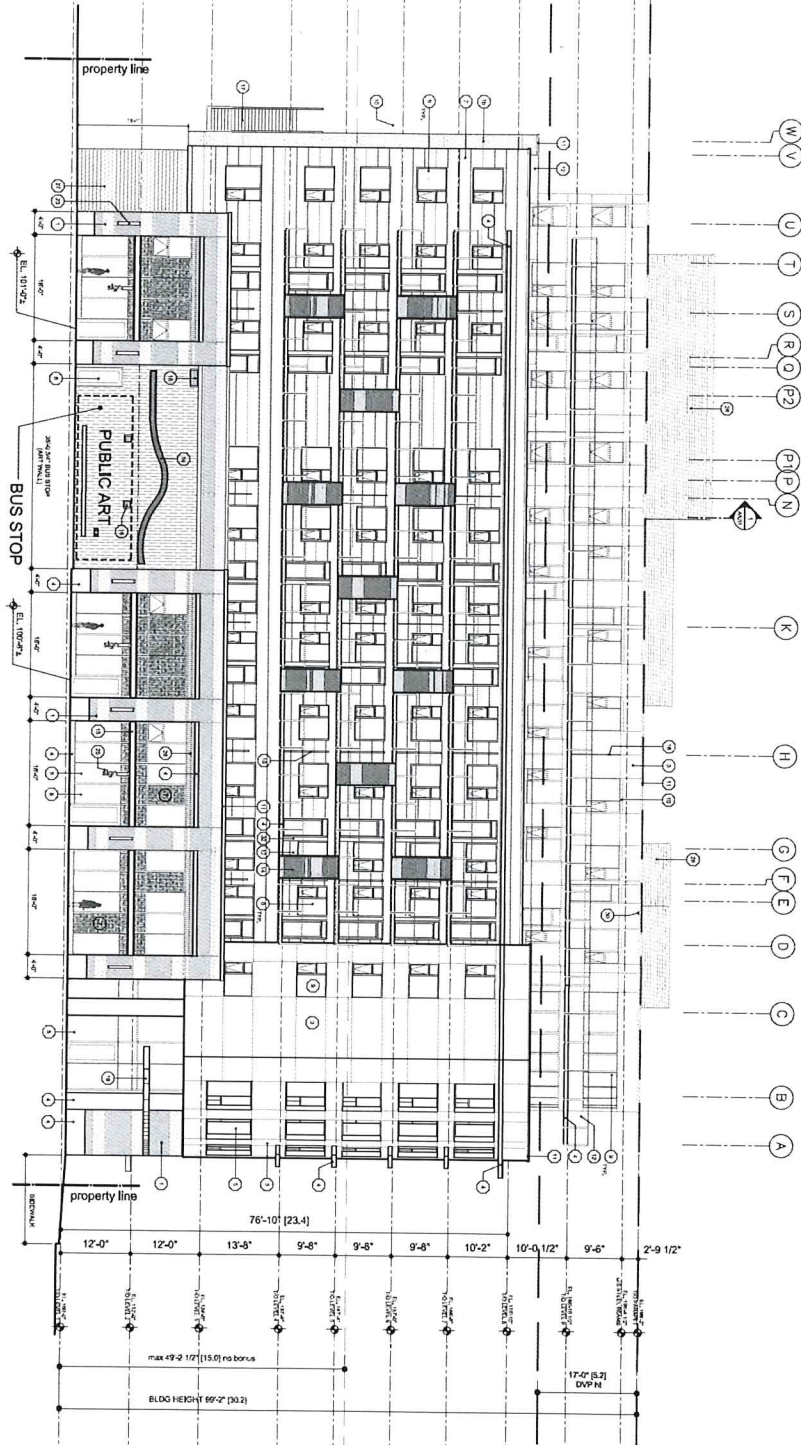
Planner
Initials

JB

City of
Kelowna
COMMUNITY PLANNING



KLO road (north)



Note:
See A4.01 for elevation key note legend

A4.02

BUILDING ELEVATION
@ KLO

scale: 1/8"=1'-0"

parc
retirement
living

m+m
MEIKLEJOHN ARCHITECTS INC.

218
218

SCHEDULE B

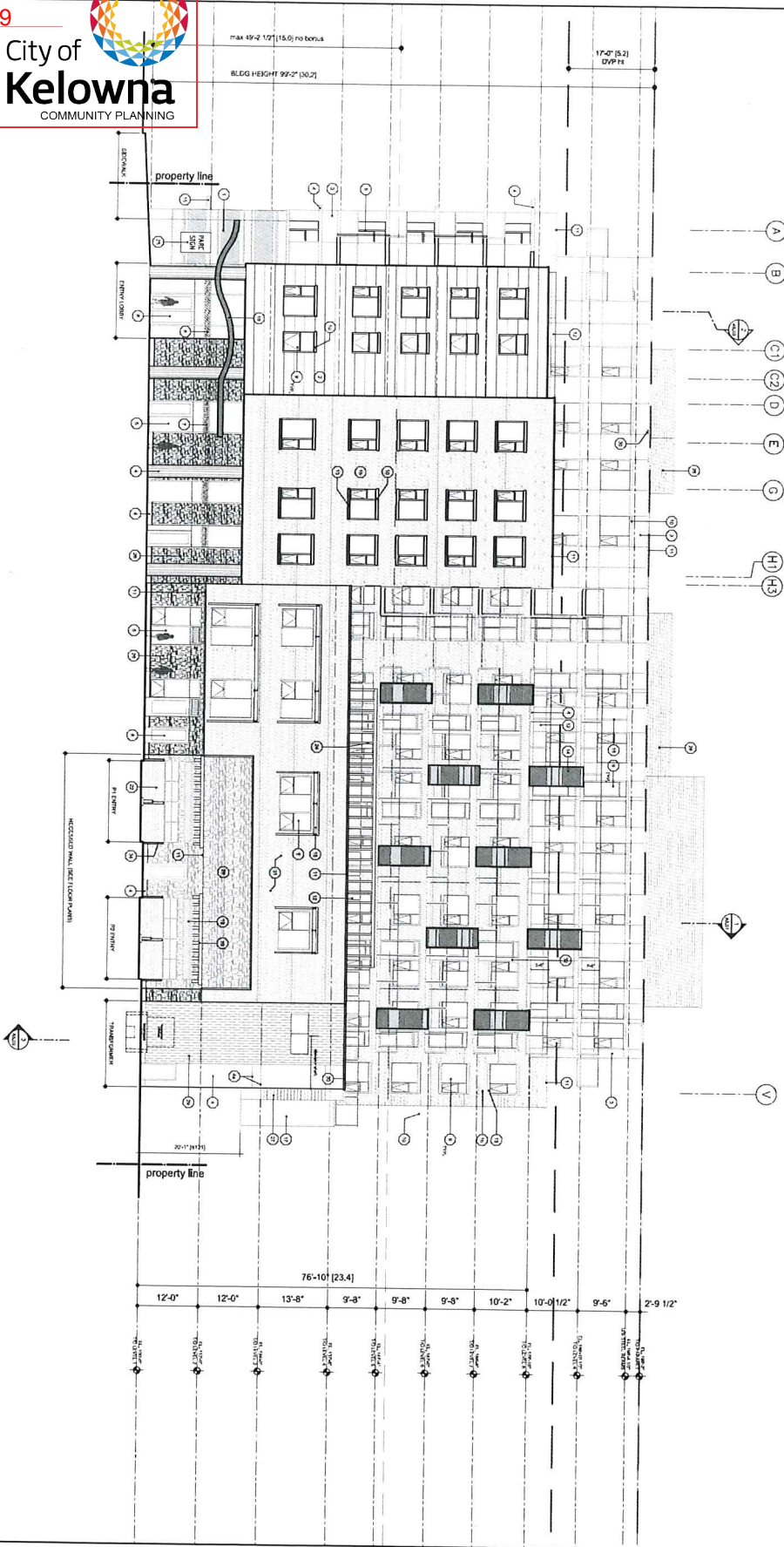
This forms part of application
DP19-0168/DVP19-0169

Planner
Initials JB



facing commercial buildings (south)

Note:
See A4.01 for elevation key note legend



A4.03

KELOWNA PAC
INDEPENDENT SENIORS'
RENTAL RESIDENCE

Scale: 1/8" = 1'-0"

DATE: 10/11/2019
BY: [Signature]
CHECKED: [Signature]
APPROVED: [Signature]

MEIKLEJOHN ARCHITECTS INC.

parc retirement living

213 BROADVIEW AVENUE
SUITE 100
VICTORIA, BC V8W 2E2
TEL: 250-363-1200
FAX: 250-363-1201
WWW.MEIKLEJOHNARCHITECTS.COM

SCHEDULE B

This forms part of application

DP19-0168/DVP19-0169

Planner
Initials

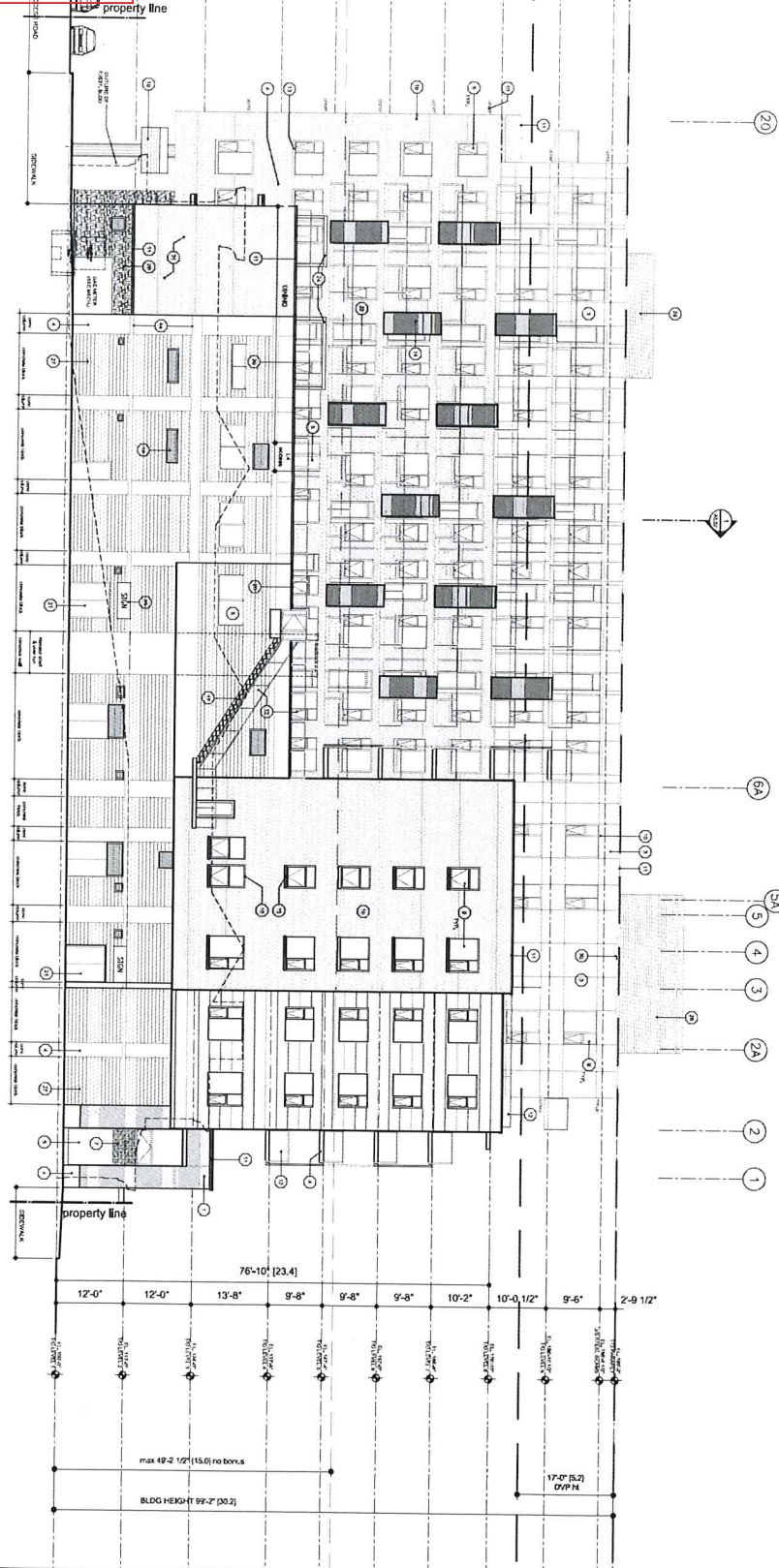
JB

City of
Kelowna
COMMUNITY PLANNING



facing interior savings banking (east)

Note:
See A4.01 for elevation key note legend



A4.04

BUILDING ELEVATION
@ NEIGHBOUR

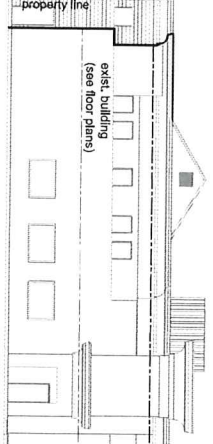
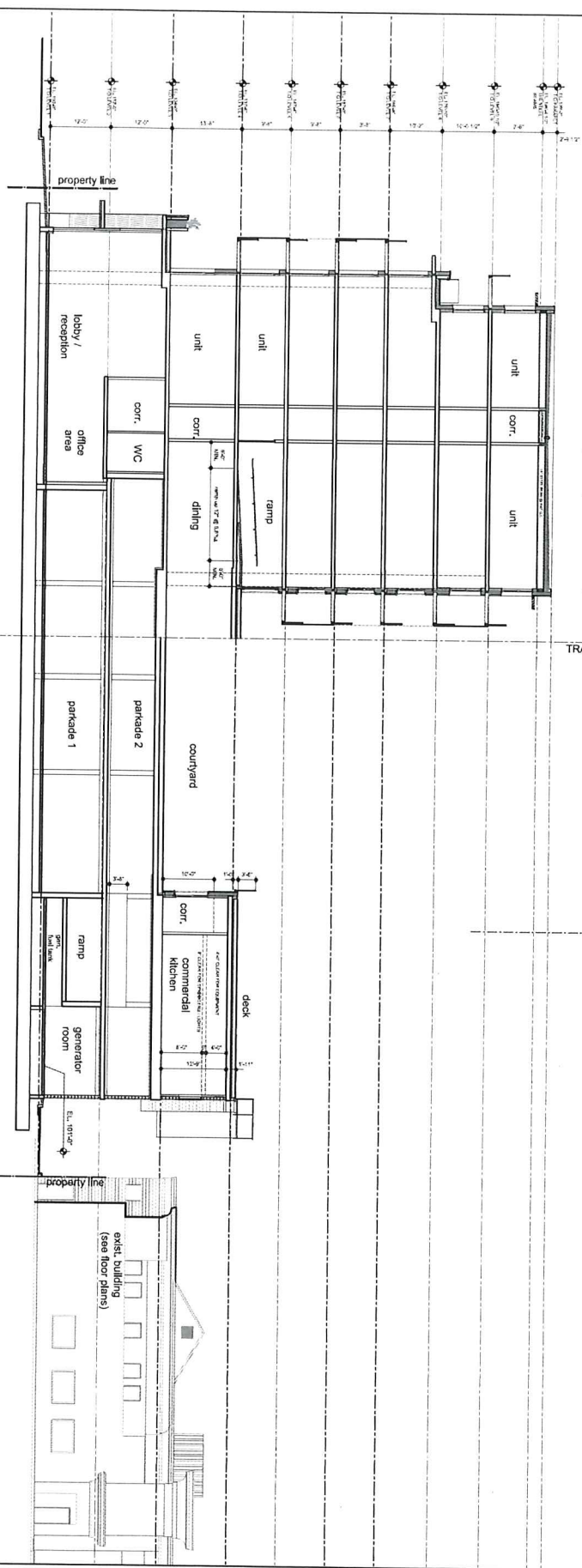
parc
retirement
living
m+m
MEIKLEJOHN ARCHITECTS INC.

A
B
NA
C1
C2
D
E
G1
H2

TRANSITION LINE



A
B
C1
C2
D
E
G1
H2
J2
L1
P1
T1
V

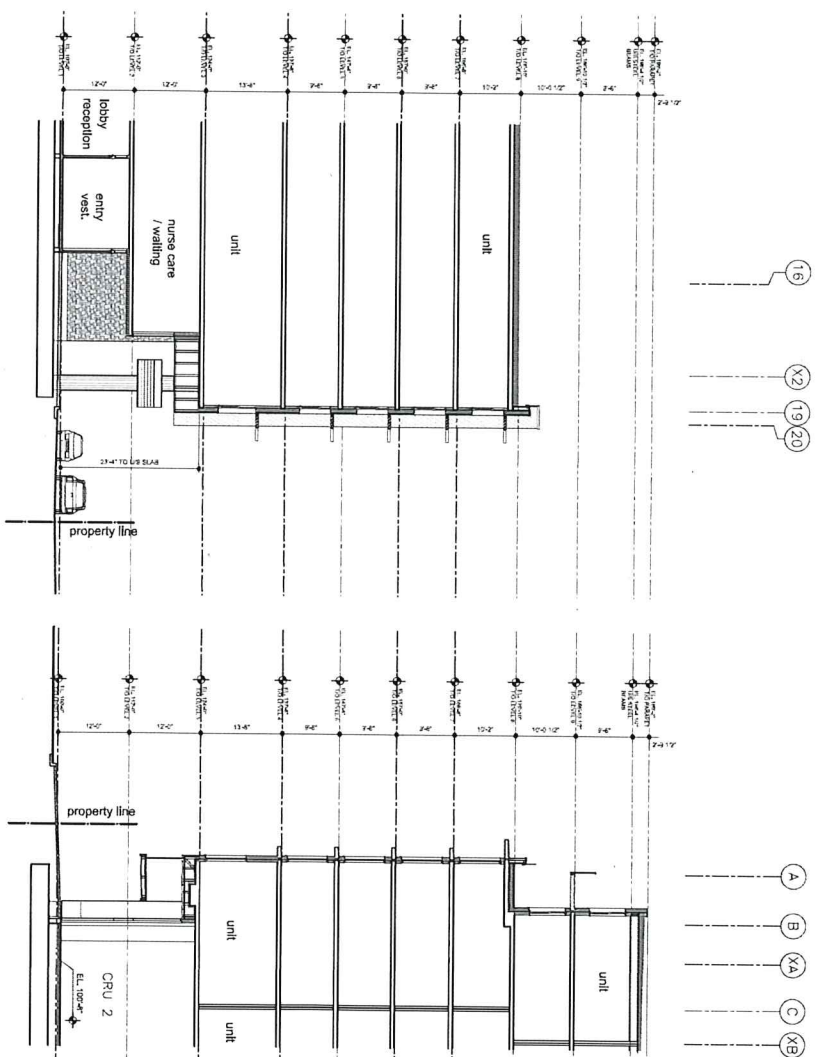


A5.02

BUILDING SECTION

SCALE: 1/8" = 1'-0"

DATE	2014.03.10
BY	MEIKLEJOHN ARCHITECTS INC.
CHECKED BY	MEIKLEJOHN ARCHITECTS INC.
PROJECT NO.	14-001
PROJECT NAME	KELOWNA PARK INDEPENDENT SENIORS' RESIDENTIAL RESIDENCE
PROJECT ADDRESS	1011 KILBURN STREET, KELLOWNA, BC
PROJECT PHASE	CONCEPT DESIGN
PROJECT STATUS	IN PROGRESS
PROJECT OWNER	KELOWNA PARK INDEPENDENT SENIORS' RESIDENTIAL RESIDENCE
PROJECT CONTACT	MEIKLEJOHN ARCHITECTS INC.
PROJECT PHONE	250.860.1234
PROJECT FAX	250.860.1234
PROJECT EMAIL	info@meiklejohn.ca
PROJECT WEBSITE	www.meiklejohn.ca
PROJECT SOCIAL MEDIA	facebook.com/meiklejohn.ca
PROJECT BLOG	blog.meiklejohn.ca
PROJECT YOUTUBE	youtube.com/meiklejohn.ca
PROJECT PINTEREST	pinterest.com/meiklejohn.ca
PROJECT INSTAGRAM	instagram.com/meiklejohn.ca
PROJECT TWITTER	twitter.com/meiklejohn.ca
PROJECT LINKEDIN	linkedin.com/company/meiklejohn-ca
PROJECT GITHUB	github.com/meiklejohn-ca
PROJECT KAGGLE	kaggle.com/meiklejohn-ca
PROJECT OCEANOGRAPHY	oceanography.com/meiklejohn-ca
PROJECT ARXIV	arxiv.org/meiklejohn-ca
PROJECT BIODATA	bioinformatics.com/meiklejohn-ca
PROJECT CLIMATE	climate.com/meiklejohn-ca
PROJECT CODE	code.com/meiklejohn-ca
PROJECT COMMUNITY	community.com/meiklejohn-ca
PROJECT CRYPTO	crypto.com/meiklejohn-ca
PROJECT DATA	data.com/meiklejohn-ca
PROJECT DESIGN	design.com/meiklejohn-ca
PROJECT EDUCATION	education.com/meiklejohn-ca
PROJECT ENERGY	energy.com/meiklejohn-ca
PROJECT ENVIRONMENT	environment.com/meiklejohn-ca
PROJECT FINANCE	finance.com/meiklejohn-ca
PROJECT FOOD	food.com/meiklejohn-ca
PROJECT HEALTH	health.com/meiklejohn-ca
PROJECT HISTORY	history.com/meiklejohn-ca
PROJECT IDENTITY	identity.com/meiklejohn-ca
PROJECT INNOVATION	innovation.com/meiklejohn-ca
PROJECT INTELLIGENCE	intelligence.com/meiklejohn-ca
PROJECT INTERNET	internet.com/meiklejohn-ca
PROJECT JOURNALISM	journalism.com/meiklejohn-ca
PROJECT LAW	law.com/meiklejohn-ca
PROJECT LEARNING	learning.com/meiklejohn-ca
PROJECT LITERATURE	literature.com/meiklejohn-ca
PROJECT LOGISTICS	logistics.com/meiklejohn-ca
PROJECT MANAGEMENT	management.com/meiklejohn-ca
PROJECT MARKETING	marketing.com/meiklejohn-ca
PROJECT MATHEMATICS	mathematics.com/meiklejohn-ca
PROJECT MEDICINE	medicine.com/meiklejohn-ca
PROJECT MUSIC	music.com/meiklejohn-ca
PROJECT NATURE	nature.com/meiklejohn-ca
PROJECT NEWS	news.com/meiklejohn-ca
PROJECT OPTICS	optics.com/meiklejohn-ca
PROJECT ORGANIZATION	organization.com/meiklejohn-ca
PROJECT OUTDOORS	outdoors.com/meiklejohn-ca
PROJECT PARTNERSHIP	partnership.com/meiklejohn-ca
PROJECT POLITICS	politics.com/meiklejohn-ca
PROJECT PSYCHOLOGY	psychology.com/meiklejohn-ca
PROJECT PUBLIC	public.com/meiklejohn-ca
PROJECT RESEARCH	research.com/meiklejohn-ca
PROJECT SECURITY	security.com/meiklejohn-ca
PROJECT SERVICES	services.com/meiklejohn-ca
PROJECT SOCIETY	society.com/meiklejohn-ca
PROJECT SPORTS	sports.com/meiklejohn-ca
PROJECT TECHNOLOGY	technology.com/meiklejohn-ca
PROJECT TRAVEL	travel.com/meiklejohn-ca
PROJECT URBAN	urban.com/meiklejohn-ca
PROJECT VENTURE	venture.com/meiklejohn-ca
PROJECT VIDEO	video.com/meiklejohn-ca
PROJECT VIRTUAL	virtual.com/meiklejohn-ca
PROJECT VOICE	voice.com/meiklejohn-ca
PROJECT WEB	web.com/meiklejohn-ca
PROJECT WIRELESS	wireless.com/meiklejohn-ca
PROJECT WORK	work.com/meiklejohn-ca
PROJECT WRITING	writing.com/meiklejohn-ca
PROJECT YOUTH	youth.com/meiklejohn-ca
PROJECT ZOO	zoo.com/meiklejohn-ca



2 PARTIAL SECTION
A5.03 SCALE 1/8" = 1'-0"

1 PARTIAL SECTION
A5.03 SCALE 1/8" = 1'-0"

A5.03

PARTIAL SECTIONS

KELOWNA PARK
INDEPENDENT SENIORS'
RENTAL RESIDENCE

Project Name

Project Number

Project Location

Project Date

Project Status

Project Owner

Project Architect

Project Engineer

Project Designer

Project Contractor

Project Subcontractor

Project Supplier

Project Manufacturer

Project Installer

Project Maintainer

Project Operator

Project User

Project Visitor

Project Guest

Project Tenant

Project Resident

Project Owner

Project Architect

Project Engineer

Project Designer

Project Contractor

Project Subcontractor

Project Supplier

Project Manufacturer

Project Installer

Project Maintainer

Project Operator

Project User

Project Visitor

Project Guest

Project Tenant

Project Resident

Project Owner

Project Architect

Project Engineer

Project Designer

Project Contractor

Project Subcontractor

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Project Resident

Project Owner

Project Architect

C

DP19-0168/DVP19-0169

City of Kelowna
COMMUNITY PLANNING



STREET LEVEL CHARACTER IMAGES:



NO	DATE	DESCRIPTION
1	10/12	DEPOSIT FROM REVENUE
2	11/12	DEPOSIT FROM REVENUE
3	12/12	DEPOSIT FROM REVENUE
4	13/12	DEPOSIT FROM REVENUE
5	14/12	DEPOSIT FROM REVENUE
6	15/12	DEPOSIT FROM REVENUE

PARC RETIREMENT LIVING
MANICOUAN, N.C.

PROJECT: KELOWNA PARC
INDEPENDENT SENIORS*
RENTAL RESIDENCE
3101 LAKE STREET, SUITE 200, KELLOWNA

WEST SIDE
LANDSCAPE CONCEPT
PLAN: STREET LEVEL

REVIEWED BY	LR
CHECKED BY	AS
PROJECT NO.	15-238
SCALE	AS NOTED

L-1



2 LAKESHORE ROAD STREETScape ELEVATION

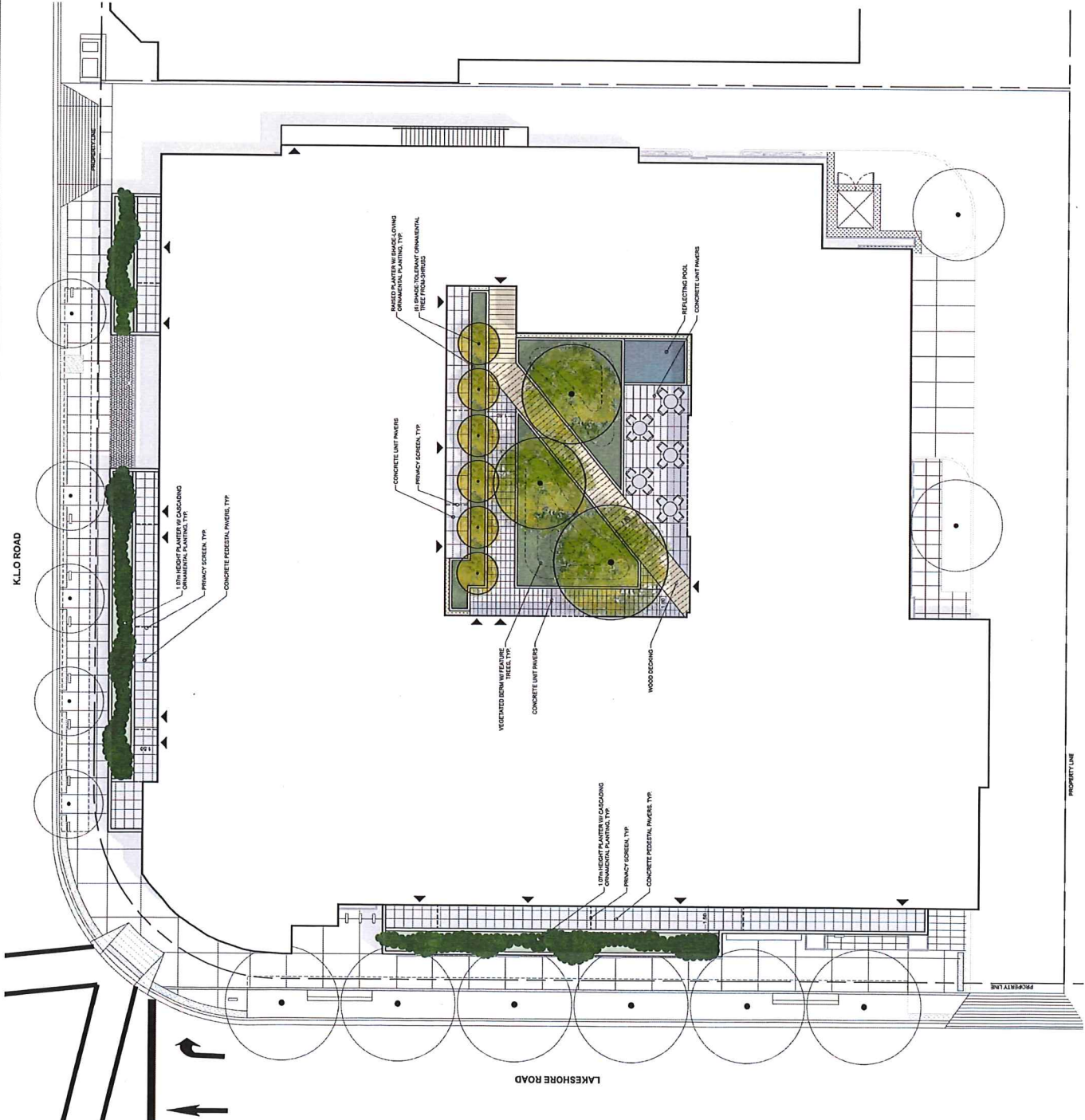
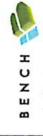
0 1 2 3 4 5 6 7

1 LANDSCAPE CONCEPT PLAN: STREET LEVEL

This forms part of application
DP19-0168/DVP19-0169

Planner
Initials

JB

[illegible]

PARC RETIREMENT LIVING

PROJECT:
KELOWNA PARC

8130 LAURELWOOD DRIVE, #210, OAKLAND, CA 94618

Year	Age 18-24	Age 25-34	Age 35-44	Age 45-54	Age 55-64	Age 65+
1990	1.2	1.1	1.0	0.9	0.8	0.7
2000	1.3	1.2	1.1	1.0	0.9	0.8
2010	1.4	1.3	1.2	1.1	1.0	0.9
2020	1.5	1.4	1.3	1.2	1.1	1.0

L-2



C

DP19-0168/DVP19-0169

JB

City of Kelowna
COMMUNITY PLANNING



LEVEL 4 CHARACTER IMAGES:



PERGOLA STRUCTURE WITH CLIMBING VINES FOR SCREENING AND SHADING



WOOD DICKING FLEX SPACE FOR FITNESS AND GATHERING



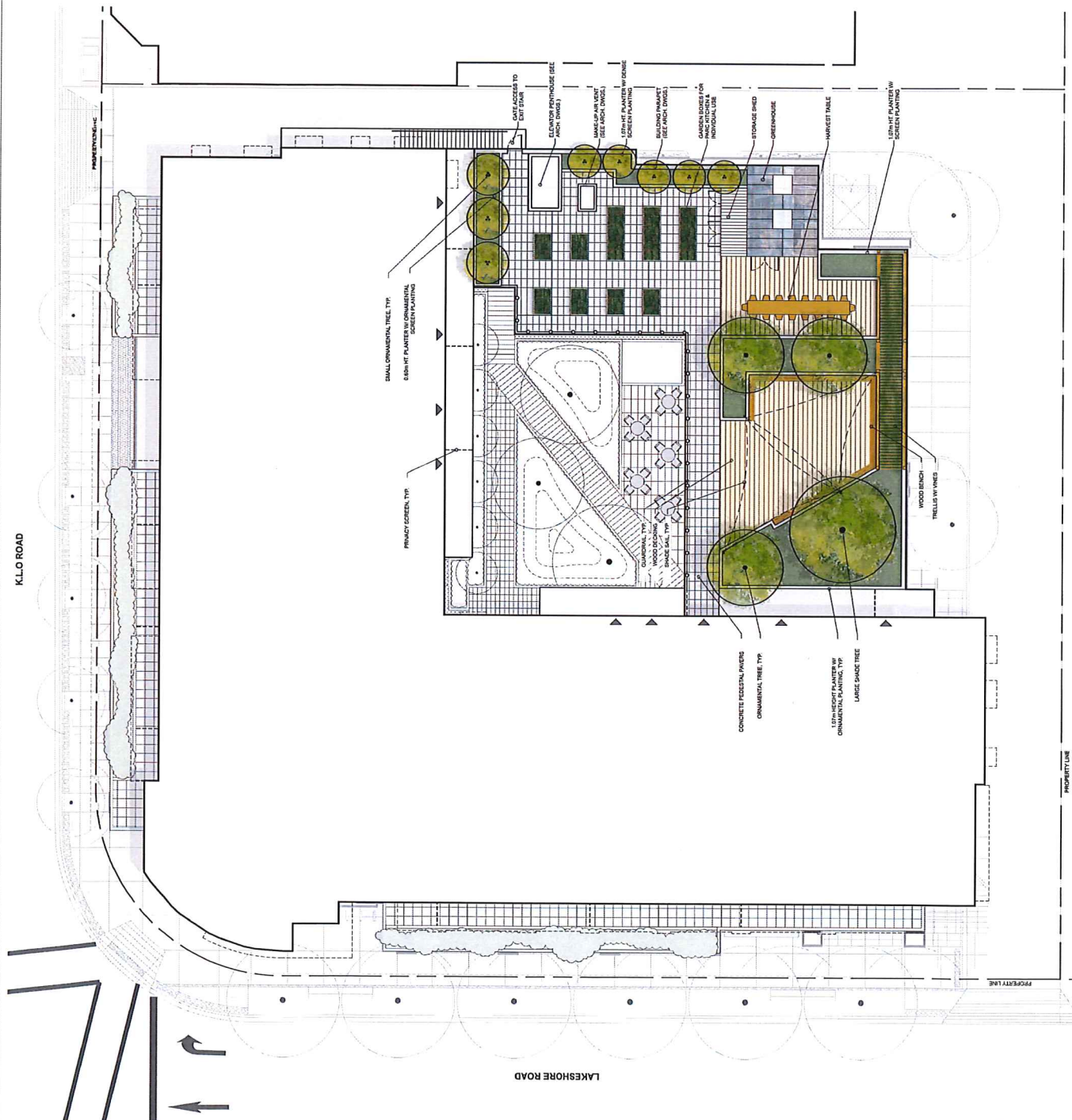
REMOVABLE SHADE SAIL.



DOORSTEP FOOD GARDEN AND CADDISFLY



INTEGRATED PLANTED BENCH SEATING



DATE	DESCRIPTION	ISSUED FOR PAYMENT	PAID	REMARKS
1	ISSUED FOR PAYMENT			
2	PAID			
3	ISSUED FOR PAYMENT			
4	RECEIVED FOR EMPLOYMENT			
5	RECEIVED FOR EMPLOYMENT			
6	ISSUED FOR PAYMENT			

BENCH

(670) 988-8800
11111 E. 1st Ave., Suite 100
Denver, CO 80231

CLIENT: **PARC RETIREMENT LIVING**
VANCOUVER, B.C.

PROJECT:
**KELOWNA PARC
INDEPENDENT SENIORS®
RENTAL RESIDENCE**
8101 LAKE SHORE DRIVE, KELOWNA

SHEET TITLE
LANDSCAPE CONCEPT
PLAN: LEVEL 4

NAME	1-100
MOBILE CT NO.	
CITY/STATE/ZIP	
AD. PHONE	
SK	

L-3

4 3 6
SCALE: 1:100

CO-OPERATIVE CARSHARING AGREEMENT

THIS AGREEMENT made the 27th day of October, 2020,

BETWEEN:

MODO CO-OPERATIVE
200 - 470 Granville Street
Vancouver, B.C.
V6C 1V5

(**"Modo"**)

SCHEDULE		D
This forms part of application # DP19-0168 DVP19-0169		
Planner Initials	JB	 City of Kelowna COMMUNITY PLANNING

AND:

1080426 B.C. Ltd.
920 – 1166 Alberni Street
Vancouver, BC V6E 3Z3

(the **"Developer"**)

WHEREAS:

- A. Developer is the registered owner of those certain lands located in Kelowna, in the Province of British Columbia and legally described as follows:
- PID: 003-866-700,**
Lot 2 District Lot 14 Osoyoos Division Yale District
Plan 2863 Except Plans 36584 and 40362,
(the **"Lands"**);
- B. Developer and/or its affiliates are undertaking a new development including a rental residential development for independent seniors (the **"Development"**) on the Lands;
- C. It is intended that that Development will include approximately 132 rental units (the **"Rental Units"**).
- D. Modo is a member-owned co-operative that facilitates carsharing for individuals and businesses as an alternative to privately-owned automobiles;
- E. As a condition of approving the Development, the municipality of Kelowna in British Columbia (the **"Municipality"**) requires the Developer to provide two (2) 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 to share the use of the Shared Vehicles (the **"Carsharing Program"**);
- F. In addition, the Municipality required:
- (i) the Developer to designate one (1) parking space at the Development for the exclusive use of the Shared Vehicles (the **"On-Site Shared Vehicle Parking Space"** 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, and
 - (ii) at the Developer's cost, the Developer to work with the Municipality for the Municipality's provision of one (1) designated parking space at the Municipality's parking lot #637 located at 2955 Pandosy Street, Kelowna, BC (**"Lot #637"**) for exclusive use of the Shared Vehicles (the **"Off-Site Shared Vehicle Parking Space"** and together with the On-Site Shared Vehicle Space, the **"Shared Vehicle Spaces"**) in compliance with the construction standards for Shared Vehicle

Parking Spaces as set out in Schedule B hereto, except to the extent the Municipality will not provide a parking space that complies with such standards, and free-of-charge to Modo. It is anticipated that the Off-Site Shared Vehicle will be a parking space at Lot #637 that is selected by Modo and approved by the Municipality, in its sole discretion;

- G. Modo will, among other things, deliver the Shared Vehicles to the Shared Vehicle Parking Spaces and will make the Shared Vehicles available for use in accordance with the terms of this Agreement;
- H. Modo will, at its cost, operate, maintain, repair, replace 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; and
- J. Developer and Modo wish to set out in this Agreement the terms and conditions of the Carsharing Program as it pertains to the Development.

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

ARTICLE 1 - DEFINITIONS

1.1 Definitions. In this Agreement, the following terms have the following meanings:

- (a) "**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;
- (b) "**Arbitrator**" has the meaning given to it in section 14.1(e);
- (c) "**Carsharing Program**" has the meaning set out in Recital E;
- (d) "**Commencement Date**" means the date on which the Occupancy Permit is issued by the Municipality;
- (e) "**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;
- (f) "**Development**" has the meaning set out in Recital B;
- (g) "**Driving Credits**" has the meaning set out in section 7.2;
- (h) "**Estimated Occupancy Date**" has the meaning set out in section 3.6;
- (i) "**EV Station**" means the one (1) electric vehicle charging station that may be provided, installed, maintained and replaced by Modo, at Modo's sole cost, to be used for the sole purpose of charging the Shared Vehicles, and to be located next to the On-Site Shared Vehicle Parking Space and EV Station Electrical Outlet;

- (j) **"EV Station Electrical Outlets"** means one (1) energized electrical outlet, capable of 240 Volts and 30 Amps provided by Developer at the On-Site Shared Vehicle Parking Space in accordance with this Agreement;
- (k) **"Lands"** has the meaning set out in Recital A;
- (l) **"Lot #637"** has the meaning given to it in Recital F;
- (m) **"Marketing Materials"** has the meaning given to it in section 6.15;
- (n) **"Mediator"** means a member in good standing of the Arbitrators Association of British Columbia or Mediate BC;
- (o) **"Membership Holder"** means the Rental Owner;
- (p) **"Membership Obligations"** means and includes any and all obligations or liabilities that a member of Modo or other person who participates in Modo's activities, including any Resident (as defined below), may have or incur to Modo or any other member of Modo 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;
- (q) **"Membership Shares"** means membership shares in Modo;
- (r) **"Modo Members"** has the meaning set out in Recital I;
- (s) **"Municipality"** has the meaning set out in Recital E;
- (t) **"Off-Site Shared Vehicle Parking Space"** has the meaning given to it in Recital F;
- (u) **"On-Site Shared Vehicle Parking Space"** has the meaning given to it in Recital F;
- (v) **"Occupancy Permit"** means the first occupancy permit issued by the Municipality in respect of the Development;
- (w) **"Partnership Membership"** means the Membership Holder membership in Modo by way of ownership of the Subject Shares;
- (x) **"Partner User"** means a Resident (as defined below) of the Development who benefits from Modo membership privileges by way of the Partnership Membership;
- (y) **"Project Fee"** has the meaning given to it in section 2.1;
- (z) **"Rental Agreement"** means a tenancy agreement or similar agreement between the Rental Owner and the tenant of a Rental Unit with respect to the occupancy of such Rental Unit for any length of time;
- (aa) **"Rental Owner"** means the owner of the Lands from time to time;
- (bb) **"Rental Units"** has the meaning set out in Recital C;
- (cc) **"Residents"** means collectively, the tenants of the Rental Units and **"Resident"** means any one of them;

- (dd) **"Services"** has the meaning set out in Recital H;
- (ee) **"Shared Vehicle Minimum Term"** means the term of three (3) years for each Shared Vehicle, commencing from the later of the Commencement Date or the first date that the applicable Shared Vehicle is made available for use by Modo Members at a Shared Vehicle Parking Space;
- (ff) **"Shared Vehicles"** has the meaning set out in Recital E;
- (gg) **"Shared Vehicle Parking Spaces"** has the meaning set out in Recital F;
- (hh) **"Shared Vehicle Development Sequence"** has the meaning given to it in section 6.3;
- (ii) **"Subject Shares"** has the meaning given to it in section 2.1(a)
- (jj) **"Sustainable Usage Levels"** means the level of use of the Modo vehicles by members that remains cost-effective to meet Modo's usage goals; and,
- (kk) **"Term"** means the term of this Agreement as described in section 9.1;

ARTICLE 2 - PROJECT FEE

- 2.1 At least sixty (60) days prior to when the Estimated Occupancy Permit will be issued, the Developer will pay to Modo the aggregate sum of \$59,000.00 inclusive of taxes and fees (the **"Project Fee"**), representing the following:
 - (a) \$1,000.00 for the purchase of one hundred (100) Membership Shares (the **"Subject Shares"**); and
 - (b) \$58,000.00 for the purchase of the Shared Vehicles.
- 2.2 If the Occupancy Permit is issued later than the year 2021, the Project Fee will increase by 4% for each year thereafter, on January 1st of such year and until the Occupancy Permit is issued, including the year the Occupancy Permit is issued. Such increase will be allocated to the cost for the purchase of the Shared Vehicle, as set out in section 2.1(b).
- 2.3 Upon payment of the Project Fee, Modo will issue the Subject Shares and will issue a receipt to the Developer confirming payment of the Project Fee to Modo.
- 2.4 The Developer agrees that Modo will not be under any obligation whatsoever to provide the Services or issue the Subject Shares if Modo has not received full payment of the Project Fee from Developer by the required deadline set out in section 2.1 of this Agreement.

ARTICLE 3 - BENEFITS AND OBLIGATIONS OF DEVELOPER

- 3.1 The Developer agrees:
 - (a) to designate the On-Site Shared Vehicle Parking Space for the exclusive use of Modo, in compliance with the standards set out in Schedule B and free-of-charge to Modo during the Term of this Agreement on and subject to the terms of this Agreement; and
 - (b) to use commercially reasonable efforts to secure the Off-Site Shared Vehicle Parking Space for the exclusive use of Modo, in compliance with the standards set out in Schedule B, except to the extend otherwise designated by the Municipality, and free-of-charge to Modo during the Term

of this Agreement on and subject to the terms of this Agreement and at all times subject to such applicable rules, regulations and bylaws imposed by the Municipality from time to time, with which Modo agrees to observe, perform and comply, for the Off-Site Shared Vehicle Parking Space and Lot #637 and the use and enjoyment thereof by Modo, the Developer, the Rental Owner, the Modo Members and members of the public. For the purpose of Section 3.1(b), Modo will cooperate with the Developer as the Developer carries out such reasonable efforts, including entering into such agreements with the Municipality as the Municipality may require in connection with Modo's use and enjoyment of the Off-Site Shared Vehicle Parking Space.

- 3.2 The Developer agrees that throughout the Term of this Agreement, subject to section 11.5, the On-Site Shared Vehicle Parking Space will be accessible to and exclusively useable by Modo Members on a 24 hours a day, 7 days a week basis, and the Off-Site Secured Vehicle Parking Space will be accessible to and exclusively useable by Modo Members on the terms and conditions on which the Municipality agrees to provide such Off-Site Shared Vehicle Parking Space.
- 3.3 The 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 Space would be removed at the vehicles owners' risk and expense.
- 3.4 The Developer permits Modo, at Modo's sole cost, to connect the EV Station to the EV Station Electrical Outlet. Modo will be responsible for and repair all damages to the Development caused directly or indirectly from the installation or connection of the EV Station to the EV Station Electrical Outlet.
- 3.5 The Developer agrees that the EV Station Electrical Outlet will be for the exclusive use of Modo during the term of this Agreement.
- 3.6 At least sixty (60) calendar days prior to the date the Developer anticipates that the Occupancy Permit will be issued, Developer will provide written notice to Modo of such estimated date (the "**Estimated Occupancy Date**").
- 3.7 Promptly upon issuance of the Occupancy Permit, the Developer will further provide Modo with written notice of the Commencement Date.

ARTICLE 4 - ASSUMPTION BY MEMBERSHIP HOLDER

- 4.1 Once Developer is in a position to do so (as determined by the Developer in its sole discretion), Developer will cause the Rental Owner to execute an assumption agreement which provides that the Rental Owner agrees to be bound by the terms and conditions of this Agreement and assumes all of the obligations of the Developer and the Membership Holders under this Agreement. If the Subject Shares were issued to the Developer prior to such assumption, then the Developer will transfer an undivided interest in the Subject Shares to the Rental Owner concurrently with such assumption; and Modo hereby consents to such transfer.
- 4.2 Once the Developer, has complied with its obligations under section 4.1, the Developer will have no further obligations or liabilities whatsoever hereunder, except that the Developer (and not the Membership Holder) will continue to be liable for the Developer's obligations under ARTICLE 2 -, ARTICLE 3 -, and this ARTICLE 4 -.

ARTICLE 5 - BENEFIT AND OBLIGATIONS OF THE MEMBERSHIP HOLDER

- 5.1 The parties agree that the Subject Shares will be registered in the name of the Membership Holder. The Membership Holder will be the legal owner of all the Subject Shares, and their beneficial interest vests in the Residents of the Development in accordance with this Agreement.
- 5.2 Residents will not automatically become Modo Members and must apply to join Modo and meet Modo's membership requirements in order to be eligible to use the Shared Vehicles and participate in the Carsharing Program.
- 5.3 Subject always to section 5.2, a Resident may only have the benefit of the Partnership Membership for as long as the Resident is actually residing within a Rental Unit in the Development.
- 5.4 No Resident has any right to require Modo to redeem any Subject Shares held by the Membership Holder for the benefit of such Resident or to receive any amount that may be payable upon the redemption thereof.
- 5.5 No Resident will be entitled to participate in the Services or otherwise be entitled to rights associated with the Subject Shares of, or membership in, Modo held by the Membership Holder or its affiliates, subsidiaries, successors or assigns unless that Resident agrees to indemnify and save harmless the Developer and the Membership Holder and their respective subsidiaries, successors and assigns from any and all Membership 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 participation in the Services or otherwise associated with the Subject Shares of, or membership in, Modo held by the Membership Holder or its affiliates, subsidiaries, successors or assigns for the benefit of such Resident.
- 5.6 Not more than every six (6) calendar months during the Term of this Agreement (commencing on the date that is at least six (6) months after the Commencement Date), Modo will provide the Rental Owner in writing with the name of each Partner User who provided Modo with the address of a Market Rental Unit as that Partner User's residential address.
- 5.7 Within thirty (30) calendar days after receipt of the information, referred to in section 5.6, the Rental Owner will confirm to Modo in writing which Partner Users have ceased to be Residents of their respective Rental Units, and Modo will cancel such Partner Users' benefits of the Partnership Membership and such former Residents will cease to be Partner Users.
- 5.8 The Rental Owner will use reasonable commercial efforts to cause Residents of the Rental Units who are Partner Users to comply with the rules set out in Schedule C.
- 5.9 Subject to section 11.4 herein, the Rental Owner will ensure that the rules in the form attached hereto as Schedule C will be provided as a separate document with any and all Rental Agreements that the Rental Owner enters into for the occupancy of Rental Units for any length of time.
- 5.10 Modo will be the sole provider of the Carsharing Program in respect of the Shared Vehicles during the Term of this Agreement.
- 5.11 The Rental Owner agrees to pay for the electricity withdrawn from the EV Station Electrical Outlets when due and Modo will reimburse the Rental Owner in accordance with section 6.11.
- 5.12 No Membership Holder will be liable hereunder for any breach of this Agreement by any other Membership Holder, and any Membership Holder which breaches this Agreement will be solely liable for such breach.

ARTICLE 6 - BENEFITS AND OBLIGATIONS OF MODO

- 6.1 Modo agrees that the Partnership Membership will allow up to a maximum number of Residents to be Partner Users at any given time equal to the Project Fee paid hereunder divided by \$500, rounded down to the closest whole number. Based on a Project Fee of \$59,000, the maximum number of Resident who may be Partner Users is one hundred and eighteen (118). For greater certainty, once the foregoing number of Partner Users has been reached, no other Resident may become a Partner User unless an existing Partner User ceases to be a Partner User.
- 6.2 Any number of Residents of any given Rental Unit in the Development may apply to Modo to become Partner Users, and each such Resident who becomes a Partner User will count as a separate Partner User for the purposes of the limit set out in section 6.1.
- 6.3 Modo will use the Project Fee, less the amount required to purchase the Subject Shares, to purchase two (2) new four-wheeled automobiles 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.
- 6.4 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 deployment sequence of the Shared Vehicles (the "**Shared Vehicle Deployment Sequence**") as set out in Schedule D hereto.
- 6.5 In the event that the Occupancy Permit is not issued within thirty (30) days after the Estimated Occupancy Date, Modo reserves the right to park the Shared Vehicles at another location suitable for its use within the Carsharing Program and make them available for use by Modo Members, provided always that Modo will deliver the Shared Vehicles to the Shared Vehicle Parking Spaces by no later than the dates set out Shared Vehicle Deployment Sequence.
- 6.6 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.
- 6.7 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 into or onto any part of the Development, failing which the Developer may clean up such spill or leak, and Modo will, forthwith on demand reimburse the Developer for the cost thereof.
- 6.8 Modo will at its sole expense install appropriate signage on the Shared Vehicle Parking Spaces for the Shared Vehicles, which in the case of the Off-Site Shared Vehicle Space must be approved by the Municipality prior to installation. The parties agree that the signage must be clear, visible and legible and will indicate that the Shared Vehicle Parking Spaces are reserved for the exclusive benefit of the Shared Vehicles.
- 6.9 Modo will be solely responsible for providing and paying for the Services, including but not limited to the operation, administration, maintenance, repair, replacement and insurance costs in respect of the Shared Vehicles and the Carsharing Program in a prudent manner. If a Shared Vehicle is damaged beyond repair during the Shared Vehicle Minimum Term for such Shared Vehicle, then Modo will promptly replace such Shared Vehicle with a vehicle of at least equivalent value and function and such replacement vehicle will be such Shared Vehicle for all purposes hereunder.

- 6.10 Modo acknowledges and agrees that Developer will not be responsible for any costs or other obligations associated with the Shared Vehicles, the EV Station, the 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, other than the payment of the Project Fee, the use of and access to the On-Site Shared Vehicle Parking Space and EV Station Electrical Outlet and the Developer's obligation to use commercially reasonable efforts to secure the Off-Site Shared Vehicle Parking Space for Modo's use as contemplated by Section 3.1(b).
- 6.11 Modo will pay a fee to the Rental Owner in an amount equal to the amount paid by the Rental Owner for the electricity withdrawn from the EV Station Electrical Outlet, 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 the Rental Owner and Modo.
- 6.12 Modo reserves the right to temporarily relocate the Shared Vehicles parked in the Shared Vehicle Parking Spaces if access to the Shared Vehicle Parking Spaces is not provided in accordance with section 3.2 for a duration greater than twenty-four (24) consecutive hours and until access to the Shared Vehicle Parking Spaces has been re-established in accordance with section 3.2; provided that Modo gives prior written notice to the Rental Owner of its intent to do so. Promptly following access being re-established Modo will relocate the Shared Vehicles back to the Shared Vehicle Parking Spaces.
- 6.13 Modo reserves the right to relocate the Shared Vehicle parked in the On-Site Shared Vehicle Parking Space if access to the EV Station Electrical Outlet is not provided in accordance with section 3.5 for a duration greater than twenty-four (24) consecutive hours and until access to the EV Station Electrical Outlet has been re-established in accordance with section 3.5; provided that Modo gives prior written notice to the Rental Owner of its intent to do so. Promptly following access being re-established Modo will relocate the applicable Shared Vehicle back to the On-Site Shared Vehicle Parking Space.
- 6.14 Modo will provide orientation to all Residents wishing to participate in the Carsharing Program or use Modo vehicles in such detail as required by such Residents, acting reasonably.
- 6.15 Modo will provide Developer with marketing materials (the "**Marketing Materials**") to promote participation in the Services to Residents and prospective residents of the Development.
- 6.16 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.
- 6.17 During the Term of this Agreement, Modo shall take out and maintain at its own expense public liability, property damage insurance and all other insurance required to be taken out at law by Modo in connection with the Carsharing Program or its provision of the Services hereunder. Such policies shall be in form and substance satisfactory:
- (a) in the case of the On-Site Shared Vehicle Parking Space, to the Rental Owner, acting reasonably, and
 - (b) in the case of the Off-Site Shared Vehicle Parking Space, to the Rental Owner, acting reasonably, and to the Municipality, in its sole discretion,

and in all cases shall include, without limitation, coverage for personal injury, automobile liabilities and owners' and contractors' protective insurance coverage with respect to the Shared Vehicle Parking Spaces and Modo's use thereof; with coverage to include the activities and operations conducted by Modo and any other person on at the Shared Vehicle Parking Spaces, and by Modo and any other person performing work on behalf of Modo and those for whom Modo is in law responsible in any part

of the Lands. Such policies shall be written on a comprehensive basis with inclusive limits of not less than \$5,000,000 (five million dollars) provided by a commercial general liability policy, for any one occurrence. All such policies must contain a severability of interest clause and a cross liability clause, and shall be primary and not call into contribution any other insurance available to the Rental Owner or any mortgagee of the Lands. If requested by the Rental Owner or the Municipality, Modo shall from time to time promptly deliver to the Rental Owner or the Municipality, as applicable, certified copies or other evidence of such policies and evidence satisfactory to the Rental Owner or the Municipality, as applicable, that all premiums thereon have been paid and the policies are in full force and effect.

- 6.18 The Rental Owner may from time to time prescribe such reasonable rules and regulations with respect to the use of the Lands or the On-Site Shared Vehicle Parking Space provided that, notwithstanding the right of the Rental Owner to make reasonable rules and restrictions from time to time, such rules and restrictions will not:
- (a) permit the Rental Owner or any other person to charge or permit to be charged, directly or indirectly, any fee whatsoever for the access to or use by the Modo Members who are properly using the On-Site Shared Vehicle Parking Space in accordance with the Carsharing Program; and
 - (b) in any way whatsoever limit the obligation of the Rental Owner to make the On-Site Shared Vehicle Parking Space and all access to and egress from the On-Site Shared Vehicle Parking Space available to the Modo Members who are properly using the On-Site Shared Vehicle Parking Space in accordance with the Carsharing Program; provided that, the Rental Owner may locate the On-Site Shared Vehicle Parking Space behind a security gate or other mechanism restricting access only if the Modo Members are provided with a convenient means of access to the On-Site Shared Vehicle Parking Space.

ARTICLE 7 - MARKETING AND MONITORING

- 7.1 Modo acknowledges that the premises within the Development will be occupied by Residents that will change over time.
- 7.2 Modo will 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 will only be applied to fees for usage of Modo vehicles, for the duration of the Shared Vehicle Minimum Term.
- 7.3 Throughout the duration of the initial marketing for the rental of Rental Units in the Development (which for avoidance will end six (6) months after the Commencement Date), Developer agrees to provide the Marketing Materials to prospective residents and Residents. This will be done through Developer's existing marketing channels such as email, website, collateral, sales agents and property managers, with the intent to raise awareness and usage of the Services, and with the Marketing Materials supplied by Modo, including:
- (a) a short description of Modo and offer for the Residents on the Development's website;
 - (b) to the extent permitted by law, 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) to the extent permitted by law, 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

- (d) a small notice (sticker or poster) in a prominent location (i.e. elevator, community room), providing a short description of the offer for Residents,

and the Membership Holder consents and agrees to the foregoing and will take such reasonable steps as reasonably required to assist the Developer in carrying out the foregoing obligations.

- 7.4 During the Term of this Agreement, Developer and Modo will 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 each party will use the most recent version of the other party's graphics (as approved by the party in writing).
- 7.5 Developer and Modo will 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).
- 7.6 The Membership Holder will permit Modo to monitor the impacts of its Services by facilitating the administration of monitoring measures including, but not limited to (and to the extent permitted by law), 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 to participate in any such monitoring measures.

ARTICLE 8 - SECURITY INTEREST

- 8.1 Subject to receipt of the Project Fee, as security for the performance of Modo's obligations hereunder Modo agrees to grant to Developer a security interest in the Shared Vehicles and to execute a security agreement in the form attached as Schedule E hereto.
- 8.2 Modo acknowledges and agrees that Developer may register a security interest in the Shared Vehicles for a term equal to the Shared Vehicle Minimum Term in the British Columbia Personal Property Registry.

ARTICLE 9 - NO FIXED TERM

- 9.1 The Term of this Agreement will commence on the date this Agreement is executed by the parties. This Agreement will not have a fixed term and will continue in full force and effect until terminated in accordance with the terms hereof provided that Modo agrees to provide the Services for a minimum term equal to the Shared Vehicle Minimum Term.

ARTICLE 10 - MUTUAL REPRESENTATIONS

- 10.1 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.

ARTICLE 11 - TERMINATION AND AMENDMENT

- 11.1 Developer and Modo agree that, if after execution of this Agreement, Developer does not receive approval for a development permit, a building permit or any other permit necessary to construct and complete the Development from the Municipality then the Developer will give notice of same and thereafter this Agreement will be terminated and both parties will be relieved of their obligations herein, except as expressly set out herein.
- 11.2 No amendment, addition, deletion or other modification to this Agreement will be effective unless in writing and signed by each party.
- 11.3 This Agreement may not be amended or terminated without the prior written consent of the General Manager of Engineering Services, except as expressly set out herein.
- 11.4 Notwithstanding sections 11.2 and 11.3, Modo reserves the right to make reasonable amendments to the rules governing the Membership Shares and ownership of the Subject Shares as set out in Schedule C, so long as such changes apply equally to each group of Residents. Upon any amendments, Modo will immediately notify the Membership Holder, following which the Membership Holder will notify the Residents of such amendments.
- 11.5 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 right, in its sole discretion, to: (i) replace such a Shared Vehicle with any vehicle of Modo's choice, or (ii) relocate such a Shared Vehicle from the Shared Vehicle Parking Spaces, in each case so as to ensure that the terms of the Agreement are not oppressive to Modo or its members.
- 11.6 In the event of relocation of all Shared Vehicles pursuant to section 11.5, then the Shared Vehicle Parking Spaces will no longer need to be made available to Modo and section 5.10 will cease to apply, and Modo will not be obligated hereunder to provide the Services or make the Shared Vehicles available for use of Partner Users, but, for greater certainty, the Partnership Membership will continue in effect. For the avoidance of doubt, in the event of a replacement of the Shared Vehicle pursuant to section 11.5, this section 11.6 will not apply.
- 11.7 If the Development is destroyed and not rebuilt in a form substantially similar to the original buildings, Modo or the Membership Holder may terminate this Agreement and in such case Modo will cancel the Subject Shares held by the Membership Holder, and the Membership Holder will not be entitled to a refund of the Subject Shares purchase price.
- 11.8 Either party will have the right to terminate this Agreement forthwith on the dissolution, winding up or bankruptcy of the other party.

ARTICLE 12 - SUBSEQUENT TRANSFERS OF THE LANDS

- 12.1 If at any time following the assumptions and transfer referred to in section 4.1, the Rental Owner subsequently transfers its interest in the Lands to a transferee, then the Rental Owner will cause such transferee to execute an assumption agreement which provides that such transferee agrees to be bound by the terms and conditions of this Agreement and assumes all of the obligations of the Developer and the Membership Holders under this Agreement, and the Rental Owner will transfer the Rental Owner's interest in the Subject Shares to such transferee, and the transferring Rental Owner will not be liable for any obligations or liabilities arising hereunder from and after the date of such transfer.

ARTICLE 13 - DEFAULT

- 13.1 A party claiming default under the terms of this Agreement must provide the defaulting party with written notice of the default. If the defaulting party fails to correct the default within thirty (30) calendar days of receipt of such written notice, then the party claiming default may proceed with the dispute resolution procedures provided for herein.

ARTICLE 14 - DISPUTE RESOLUTION

- 14.1 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 thirty (30) calendar days after a notice of dispute has been issued as per subsection 14.1 (b), or if a default is not cured within thirty (30) calendar days after either party notifies the other of such default, the parties will agree upon and appoint a Mediator for the purpose of mediating such dispute. The appointment of the Mediator will be carried out in accordance with the terms and conditions of an agreement to be entered into between the parties and the Mediator which will set out the terms of reference for the engagement of the Mediator. If the parties fail or neglect to agree upon a Mediator within ten (10) calendar days, the Mediator will be appointed by reference to a Judge of the Supreme Court of British Columbia. No one will 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 will send a notice of dispute in writing to the other party which notice will contain the particulars of the matter in dispute and the relevant provisions of the Agreement. The responding party will 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 will request the Mediator to assist the parties to reach agreement on any unresolved dispute. The Mediator will 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 14.1(a) to assist the parties to reach an agreement, or within such further period agreed to by the parties, the Mediator will 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, will be decided by final and binding arbitration before a single arbitrator (the "**Arbitrator**") in accordance with the *Arbitration Act* (British Columbia). The parties will agree upon the Arbitrator within fifteen (15) days of the Mediator terminating the mediated negotiations. Failing such agreement between the parties, such Arbitrator will be finally chosen by reference to a Judge of the Supreme Court of British Columbia. The Arbitrator will not have any direct or indirect interest in the subject matter of the Development or any direct or indirect interest in either party or subsidiaries of the parties to this Agreement. No arbitration arising out of or relating to this Agreement will 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 will 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 will 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;
- (h) unless otherwise agreed in writing by the parties, the parties will continue to meet their obligations under this Agreement while the mediation and arbitration processes are continuing; and
- (i) the parties will each bear their own costs in connection with the foregoing and all costs of the arbitration (including the Mediator and the Arbitrator) will be shared equally by the parties.

14.2 The dispute resolution provisions herein will survive termination of this Agreement.

ARTICLE 15 - NOTICES

15.1 Notices under this Agreement will be provided in writing to the following addresses or electronic mail addresses set out below:

(a) Developer:

- 920 – 1166 Alberni Street, Vancouver, BC V6E 3Z3
- Email: mlucas@parcliving.ca

(b) Modo:

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

15.2 All notices will be deemed to have been delivered on the next business day following their posting or emailing.

15.3 Addresses for notices may be amended by written notice from one party to the other.

ARTICLE 16 - ASSIGNMENT

16.1 Neither party will transfer or assign this Agreement to any other party without the prior written consent of the parties to this Agreement, which consent will not be unreasonably withheld. Notwithstanding the foregoing:

- (a) the Developer may assign this Agreement to the Rental Owner without Modo's prior consent but on notice to Modo; and
- (b) no consent from Modo shall be required to a transfer of the Lands contemplated by section 12.1 so long as the transferee assumes all of the Rental Owner's obligations hereunder provided that the Rental Owner gives notice to Modo of such transfer.

ARTICLE 17 - INDEMNITY

17.1 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. This section 16.1 will survive the termination of the Agreement.

ARTICLE 18 - GENERAL

- 18.1 Nothing in this Agreement nor the acts of the parties will 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 will 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.
- 18.2 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.
- 18.3 Any provision of this Agreement (other than a condition precedent to the performance of an obligation by a party) that is or becomes unenforceable will 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.
- 18.4 Any waiver or consent will 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.
- 18.5 This Agreement will enure to the benefit of and be binding upon the parties and their heirs, executors, administrators, personal representatives, respective successors and permitted assigns.
- 18.6 The parties will 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.
- 18.7 This Agreement will 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.
- 18.8 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 be deemed to constitute one and the same instrument. Delivery of an executed counterpart of this Agreement by facsimile or electronic means will 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.


By Modo:

MODO CO-OPERATIVE, by its authorized signatory

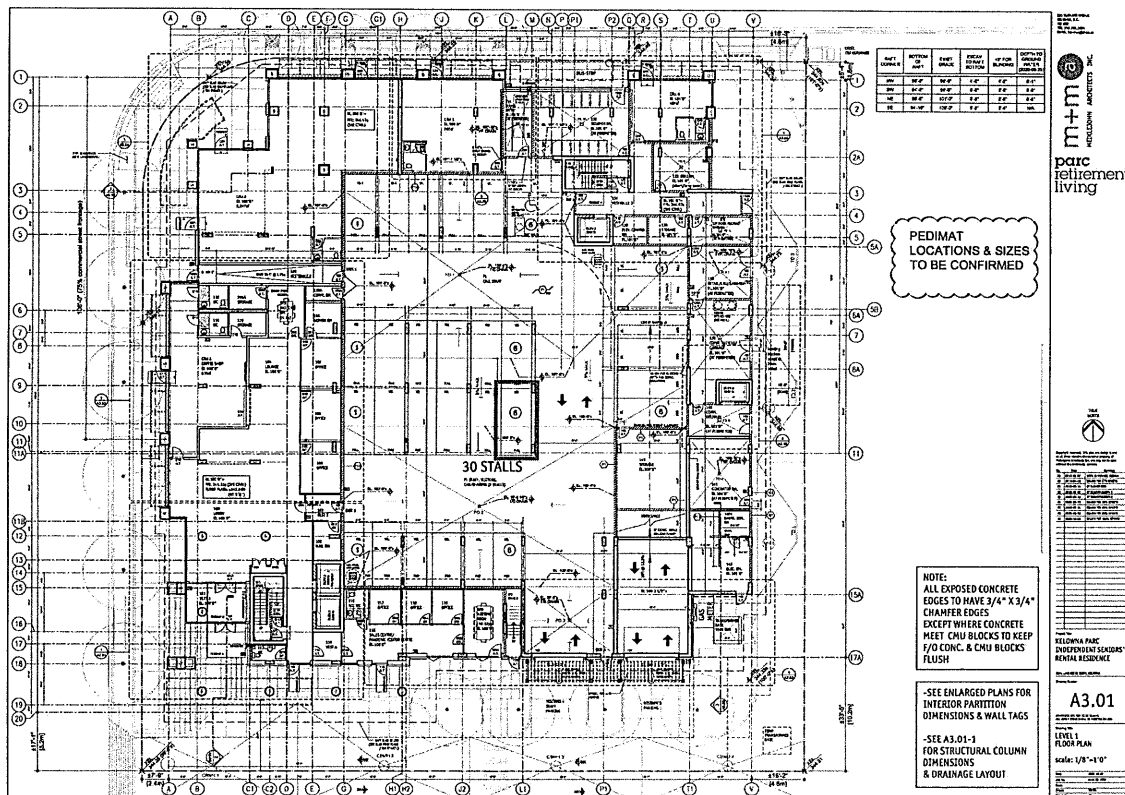
By: 
Name: Patrick Nangle
Title: CEO

By Developer:

1080426 B.C. LTD., by its authorized signatory

By: 
Name: M. Lucas
Title: Executive Director
Business Development

SCHEDULE A **SHARED VEHICLE PARKING SPACES FOR SHARED VEHICLES**



SCHEDULE B

CONSTRUCTION STANDARDS FOR SHARED VEHICLE PARKING SPACE

The On-Site 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 On-Site Shared Vehicle Parking Space is being constructed and, except as otherwise provided in this Agreement or otherwise agreed to by Modo and the Developer, the Shared Vehicle Parking Spaces provided or secured will be in accordance with the following specifications and requirements.

Notwithstanding anything else in this Agreement, the Developer will not be in breach of its obligations under this Agreement if the Municipality does not agree to provide the Off-Site Shared Vehicle Parking Space in accordance with the following standards.

1. 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.

2. Dimensions

The Shared Vehicle Parking Space dimensions shall be standardized:

- The minimum height shall be 2.0 meters.
- The minimum width shall be 2.7 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 centimeters between such side of the Shared Vehicle Parking Space and the said fence or structure.

3. 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 at the same location, the spaces shall be located next to each other or in close proximity.

4. 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 access the Shared Vehicle Parking Space by foot when the Shared Vehicle Parking Space is located in a gated parkade shall consist of access being granted by the receptionist for the Development. The procedure shall be simple and consistent to prevent access disruption.

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 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.

5. 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.

6. Signage

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

Such signage will include: 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.

Such pavement markings will include: a symbol (similar to that approved for a disability space) shall be stamped/painted on the Shared Vehicle Parking Space.

7. 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:

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

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

9. 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. The following terms have the following meanings:
 - (a) **"Membership Holder"** means the owner(s) of the Rental Housing Development(s);
 - (b) **"Modo"** means Modo Co-operative;
 - (c) **"Rental Housing Development"** means, collectively, the rental housing development located at _____, British Columbia;
 - (d) **"Residents"** means the residents of rental units in the Rental Housing Development, and each such resident is referred to herein as a **"Resident"**;
2. _____ (the **"Rental Property Owner"**), being the owner of the Rental Housing Development, has assumed, or will assume, an agreement (the **"Co-Operative Carsharing Agreement"**) with Modo whereby Modo has issued to the Membership Holders membership shares (the **"Modo Shares"**) in Modo for the benefit of the Residents, as set out in the Co-operative Carsharing Agreement, so Residents can benefit from Modo membership privileges without the need to themselves pay Modo membership fees.
3. The Membership Holder will be the legal owner of the Modo Shares, and a certain number of Residents, as further set out in the Co-operative Carsharing Agreement, can, on a continuing basis, enjoy the benefits of Modo Shares subject to meeting Modo's eligibility requirements as set out on Modo's website from time to time.
4. Residents exercising the rights and benefits of Modo membership by way of the Modo Shares owned by the Membership Holder (each such Resident is referred to herein as 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.
5. 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.
6. Each Resident will be responsible for and will save the Membership Holder and their respective subsidiaries, 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 the

Membership Holder or its subsidiaries, successors or assigns for the benefit of such Resident.

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.
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:
 - (a) The Resident, if a 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 Resident's address within the Rental Housing 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 the Resident's address within the Rental Housing 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, the benefits of Modo membership may only be exercised by Residents who actually reside in a rental unit located in the Rental Housing 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 the Membership Holder attach to the rental units within the Rental Housing Development, and the beneficial interest in the Modo Shares vests in the Residents. Residents who no longer reside in the Rental

Housing Development will also lose the benefit of the Modo Shares owned by the Membership Holders.

13. Every six (6) calendar months, Modo will provide to the Rental Property Owner, in writing, the names of all Partner Users that are, according to Modo's records, residents of the Rental Housing Development owned by the Rental Property Owner. Within thirty (30) calendar days after receipt of this information, the Rental Property Owner will inform Modo in writing which Partner Users have ceased to be Residents of such Rental Housing Development, and unless otherwise advised, Modo will cancel the former Residents' beneficial interest in the Modo Shares owned by the Membership Holders.
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 the Membership Holders, but the Modo Shares remain in the name of the Membership Holders and attach to the rental units within the Rental Housing Development.
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 Rental Housing Development, and if there is a decision to not rebuild the Rental Housing Development, then the Modo Shares and the purchase price therefor will be absolutely forfeited to Modo without right of compensation of any kind.
18. If the rules contained herein are not provided to a Resident who is a tenant of the Rental Housing Development, then, at the option of Modo, the right of such Resident to be a Partner User and to exercise the rights and benefits of Modo membership by way of the Modo Shares owned by the Membership Holders may be suspended or terminated, without any compensation to the Rental Property Owner or such Resident, provided however that Modo will continue to operate the car sharing program notwithstanding any such suspension or termination.

**SCHEDULE D
SHARED VEHICLE DEPLOYMENT SEQUENCE**

Shared Vehicle	Location of the Shared Vehicle Parking Space	Commencement of Shared Vehicle deployment	Conditions for deployment of the Shared Vehicle
Shared Vehicle #1	On-Site Shared Vehicle Parking Space	Within seven (7) days after the Commencement Date.	The On-Site Shared Vehicle Parking Space is accessible as per sections 3.1 and 3.2 of this Agreement.
Shared Vehicle #2	Off-Site Shared Vehicle Parking Space	Within 60 days after all conditions set out in the column titled "Conditions for deployment of the Shared Vehicle" for Shared Vehicle #2 are met or earlier if deemed appropriate by Modo.	<p>The Off-Site Shared Vehicle Parking Space is accessible as per sections 3.1 and 3.2 of this Agreement.</p> <p>Shared Vehicle #1 is available to Modo Members as part of the Carsharing Program; and</p> <p>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.</p>

SCHEDULE E SECURITY AGREEMENT

BY:

MODO CO-OPERATIVE
200 - 470 Granville Street,
Vancouver, B.C.
V6C 4V5

(the "Grantor")

IN FAVOUR OF:

(the "Secured Party")

WHEREAS:

- A. The Secured Party has financed the acquisition by the Grantor of the following vehicle(s):

Make/Model: _____
Vehicle Identification Number: _____

Make/Model: _____
Vehicle Identification Number: _____

(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 Grantor and the Secured Party hereby agree as follows:

1. **Security Interest in the Shared Vehicles.** As 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 all of its present and future right, title and interest in and to the Shared Vehicles and any replacements thereof. If the Make/Model and/or the Vehicle Identification Number of the Shared Vehicles (or either of them) is not available at the date of execution of this agreement or if such details change during the term of this Agreement, the Grantor covenants and agrees to provide such details to the Secured Party in writing as soon as same are available.
2. **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 will 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 will 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 will 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.

8. **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 Vehicle will 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 will 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) for the Shared Vehicles.
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 will enure to the benefit of and be binding upon the heirs, executors, administrators, legal and personal representatives, successors and permitted assigns of the parties, 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 be deemed to constitute one 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 will be for all purposes as effective as if the Grantor had delivered an executed original Agreement.
16. **Copy of Agreement and Financing Statement.** The Grantor hereby: (a) acknowledges receiving a copy of this Agreement; and (b) waives all rights to receive from the Secured Party a copy of any financing statement, financing change statement or verification statement filed at any time in respect of this Agreement or the security granted hereunder.

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

_____, ____.

MODO CO-OPERATIVE, by its authorized signatory

By: _____
 Name:
 Title:



October 22, 2020

The City of Kelowna
Planning Department
4035 Water Street
Kelowna, British Columbia
V1Y 1J4

Attention: Jocelyn Black, Planning Specialist

Dear Jocelyn,

Re: Development Permit & Development Variance Permit Application - PARC Kelowna
3101 Lakeshore Road, Kelowna, B.C.
Design Rationale

PARC Retirement Living provides quality rental-residential living options to a growing number of older adults who wish to continue to live active, independent lives – fully connected to the neighbourhoods that they cherish.

Like its' five other rental-residential projects, PARC's objective for the Pandosy Village location is to create an attractive, innovative, sustainable, and durable residence that serves both the independent seniors who will live here and the surrounding community that will appreciate and enjoy a quality building as an important and positive contribution to their daily experience of life in Pandosy Village.

Project Context and General Rationale

The property, located at 3101 Lakeshore, has been vacant since the demolition of the Husky gas station in 2009. The Phase 1 Environmental Report confirmed the presence of contaminated soils that will be remediated during the construction of this project.

A high-water table that raises to approximately 4' below the surface during the Spring and Summer adds an additional challenge to the development of this site.

The proposed residence is a 7-storey residential L-shaped building on a 2-storey podium that occupies most of the site. The two-story podium is comprised of street-level retail spaces along KLO and Lakeshore, as well as the residence's main entrance and reception area along Lakeshore. To avoid the high-water table all the proposed levels will be above grade.

The retail and building service/amenity frontages conceal a 2-storey covered parkade. Level 1 is reserved for visitors, staff, and car sharing. Level 2 is reserved for residents.

The proposed development meets all the requirements of the C-4 zoning with the singular exception of the overall height. PARC is requesting a height variance to the bylaw and to utilize the maximum allowable density. We are proposing the following benefits as replacement the courtyard requirement:

1. **Beautification:** PARC will plant large street trees for immediate benefit. This is possible through the installation of soil cells, ensuring full growth along KLO and Lakeshore.

**PARC Communities
Management Ltd.**

920 – 1166 Alberni Street, Vancouver, BC V6E 3Z3
parcliving.ca | 604.408.5811

2. Custom Bus Shelter: Relocating the bus stop from KLO onto PARC's property at PARC's expense and within BC Transit's standards. This customized bus stop will be integrated into the overall building design' and will provide a 'backdrop' for locally-sourced public art;
3. Urban Plaza: Created at the corner of KLO and Lakeshore, providing a safe walk through at a busy intersection. An additional public art piece will be installed in the plaza.;
4. Expansive planted boulevard: Installed along Lakeshore to provide a visual and acoustical buffer.
5. Coffee Shop/Wine Bar: Operated by PARC and open to the public along Lakeshore. It is also available for community meetings as requested by local community groups;
6. Inclusion of a larger (1.8m clear) sidewalk, partially on PARC's property, along KLO and Lakeshore;
7. An additional (beyond bylaw stipulations) 'set-back' of the 2-storey podium at KLO and Lakeshore to enhance pedestrian traffic space. There is a second setback at L3 and a third setback at L8;
8. Inclusion of additional design features will enhance the experience of the building at street level. These include the incorporation of 'jogs' in the 2-storey podium along KLO and Lakeshore, the use of wood elements in the feature canopies and CRU canopies, extensive landscaping (including greenery that will cascade over the edge of the 2-storey podium) and the use of brick and glass to provide transparency and a human scale to the streetscape;
9. Provision of two (2) car share vehicles, accessible 24 hours a day, seven days a week in the L1 parkade;
10. The use of high-quality building materials such as brick, cementitious panels and aluminum panels throughout the project;
11. The inclusion of extensive landscaping on the L4 roof deck.

We feel that these elements are better, safer, more useable at all times of the day and more attractive options than a literal courtyard with limited use.

Detailed Description of the Design

The Public Realm and Pedestrian Experience

- An inviting, high-quality pedestrian experience/public realm along Lakeshore and KLO is the primary focus of the form and character design process. The general building design creates "ins and outs" to improve the pedestrian space and experience. Active commercial uses inhabit 100% of the street frontage along KLO and 75% of the street frontage along Lakeshore. A section of the Lakeshore street frontage will be occupied by a publicly accessible Coffee Shop/Wine Bar operated by PARC. The coffee shop/wine bar was created in direct response to community consultation with local residents and the perceived need for a meeting space. The residence's lobby and main entrance complete the balance of Lakeshore frontage. The lobby is staffed 24 hours a day, 7 days a week, contributing to the vibrancy of the streetscape.
- The existing bus stop on KLO will be relocated off City property and moved onto PARC's property. A customized bus stop, adhering to BC Transit's guidelines, is being proposed for the niche created by a further setback the building resulting in a wider sidewalk. A 1.8m wide sidewalk is maintained in front of the bus stop. The customized bus stop will be integrated into the overall building design and will provide a 'backdrop' for locally sourced public art. PARC will enter into an easement agreement with the City of Kelowna to facilitate this initiative.
- The building is set back 5 feet from the north property line (KLO) allowing for an unobstructed and accessible sidewalk while maintaining the large, proposed street trees. Street trees and a continuous planter, and several benches, are proposed along the Lakeshore sidewalk to enhance the pedestrian experience.
- The 2-storey podium face along KLO and Lakeshore provides a human scale to the overall development. Concealed planters at the top of the podium will enable plants to cascade over the edge of the parapet, softening the edge of the street wall.
- The proposed 'corner plaza' creates a pedestrian space featuring a strong public art installation. The

structural design, contained within the building envelope, enables the overhanging curved corner. The structural columns of the curved feature corner are integrated within the building envelope, creating an openness, while also providing unobstructed pedestrian access through the plaza. Access to the retail units is provided from this portion of the building.

- Street trees are proposed on the access lane to the south side of the building, both softening and shading the south elevation.

Building Façades and Massing

- An overall setback of 5' from the north and west property lines creates a noticeable break between the street level massing and the massing above. Levels 8 and 9 are set back from the street an additional 10', allowing for daylight to penetrate to the street below and breaking down the overall building height.
- A horizontal breaking of the mass reduces the perceived building height and increases visual interest for the walls facing Lakeshore and KLO. A more prominent and curved structural form enhances the corner plaza at the street intersection. We are creating a strong visual interest and breaking down the overall massing with three distinct elements: the base, middle and top.
- The southwest and northeast corners are carved out, reducing the perceived width of the building to the east and the south. This creates a scale that respects the existing and future neighbourhood context.
- Continuous balconies along KLO and Lakeshore reinforce the residential character of the building, while also providing generous exterior spaces for residents and "eyes on the street" from a safety perspective.
- A thorough study of possible cladding materials was undertaken as part of the design development. The corner features curved aluminum panels with a wood grain pattern. Light prefabricated cementitious panels are proposed to reduce the massing of the building along the KLO and Lakeshore elevations. The top floors (Level 8 and 9) are clad in light grey aluminum panels to reflect the sky and the perception of lightness. Brick is introduced for the interior elevations, providing a warm and organic residential feel.
- Vertical screens are proposed for Lakeshore, KLO elevations, and interior courtyard elevations. The screens will create distinctive Lakeshore and KLO elevations. Horizontal wood-like slats are proposed for these elements, introducing a natural material that complements the wood of the canopies at street level.
- The canopies at the main entrance, urban plaza and bus stop are a steel structure with large integrated wood elements. The canopies above the CRU's are steel frames infilled with smaller wood slats. The incorporation of wood at the street level creates a more natural and welcoming appearance.
- Extensive landscaping is proposed on the third and fourth levels. These areas are accessible to the residents.

Sustainability Features

- The building is currently registered with the Canada Green Building Council and is targeting a LEED Gold certification under the LEED 2009 BD+C standard.
- The envelope follows a Passive House standard, high efficiency envelope, with a reduced number of envelope "ins and outs", increased thermal insulation thickness, high energy efficient windows, low window to wall ratio and no thermal bridges.

Site Access and Traffic Flow

- A two-way 20' access lane is proposed to the south of the property. This lane provides access to the parkade entrances and the one-way service lane to the east of the property. The two-way lane is accessed via a right turn from Lakeshore and exited via a right turn-only back onto Lakeshore. A large roundabout has been added in front of the parkade entrances, allowing vehicles to turn around on the site without needing to use the service lane. This lane provides a buffer with the south property.

- The service lane to the east of the building is now a one way (south to north), commercial-only lane. The service lane is accessed from Lakeshore. Delivery trucks will exit the site, via right turn-only onto KLO.
- A car sharing agreement for two vehicles has been entered into with MODO. Both vehicles will be in the parkade on Level 1 and accessible from the Lakeshore pedestrian parkade entrance. An intercom system connected to PARC's reception will provide access to these cars.

Revised architectural drawings, landscape drawings, digital renderings and hand-sketched colour renderings are included in the revised DP submission package.

Best regards,



Patrick Schilling
Design, Director

ATTACHMENT B

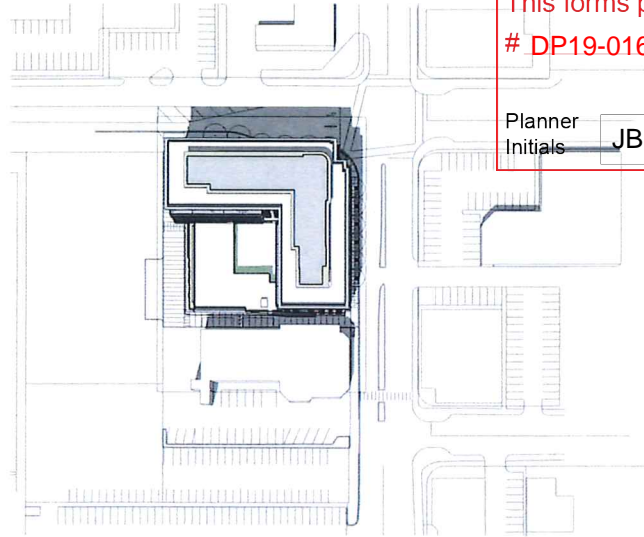
This forms part of application

DP19-0168/DVP19-0169

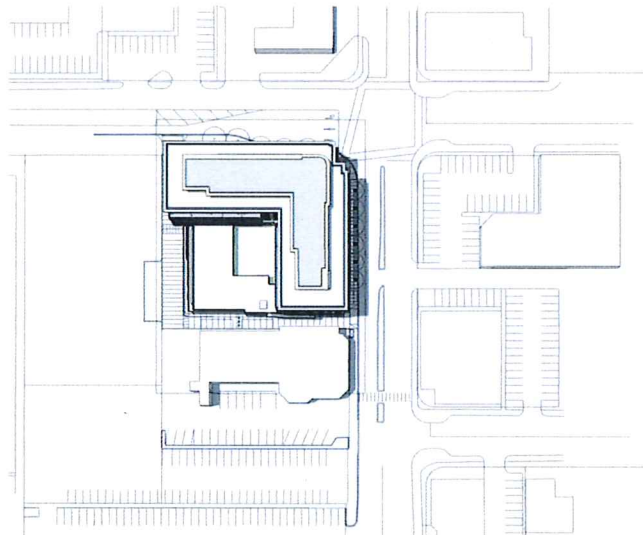
Planner
Initials JB



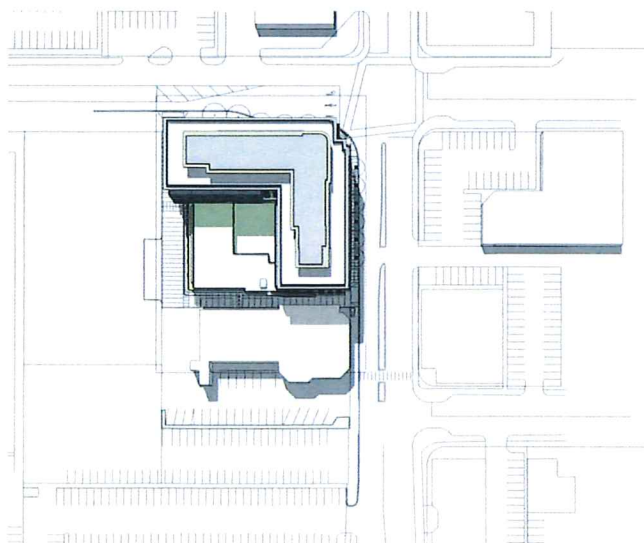
City of
Kelowna
COMMUNITY PLANNING



10am



12pm



2pm

m+m
a

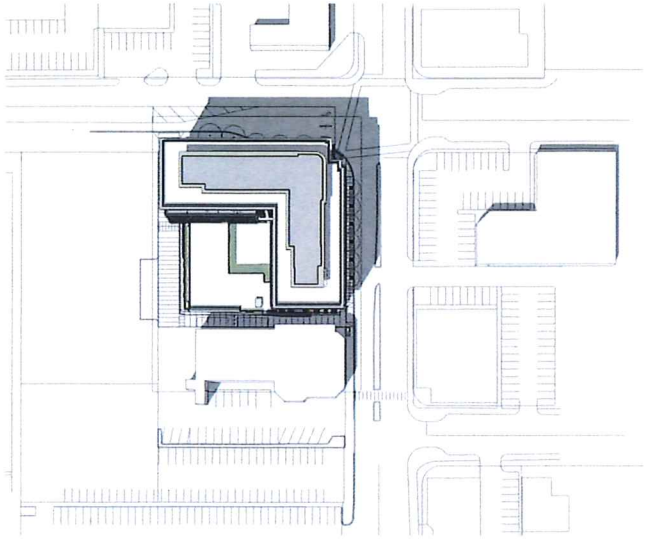
parc
retirement
living

3101 Lakeshore Road
Independent Seniors' Rental Residence

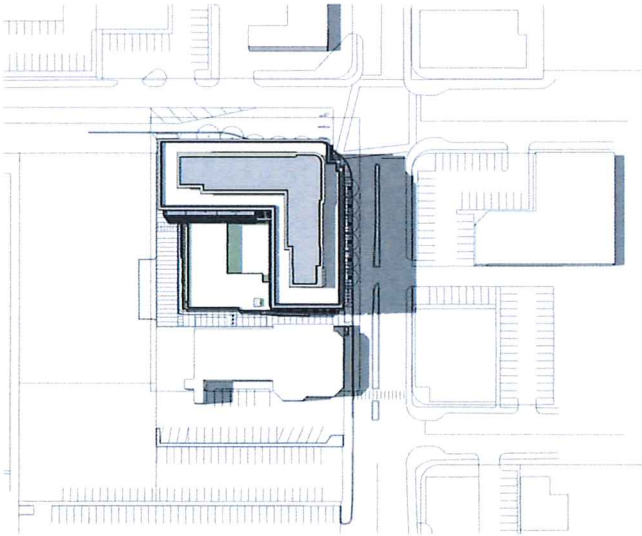
June 21 Summer Solstice

Oct. 22, 2020

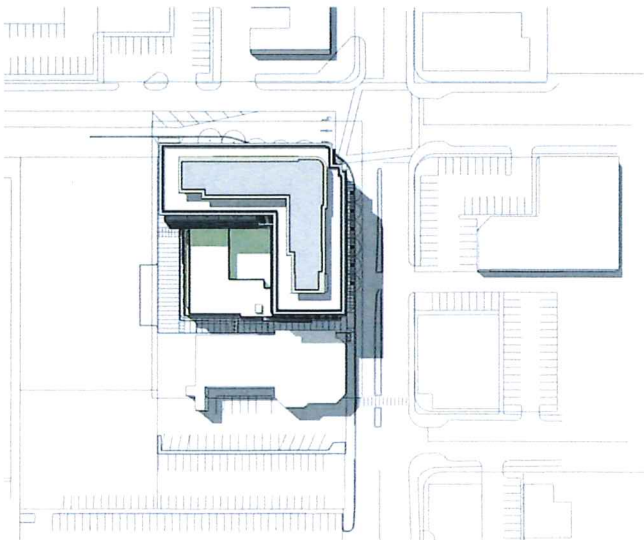
02



10am



12pm



2pm

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parc
retirement
living

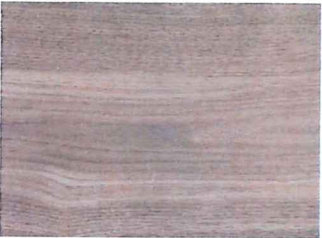
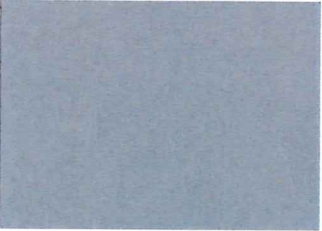
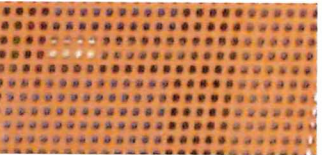
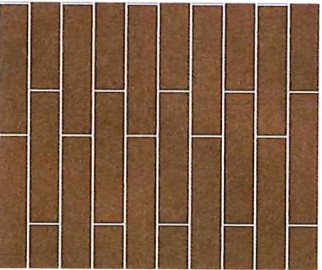

3101 Lakeshore Road
Independent Seniors' Rental Residence

September 21/
March 21 equinox

Oct. 22, 2020

03



wood-looking panel	
silver panel	
sunscreen	
sienna - running bond	
limestone - running bond	



m + m a **parc**
retirement
living

3101 Lakeshore Road
Independent Seniors' Rental Residence

Looking North along Lakeshore

Oct. 22, 2020

05



m+m a

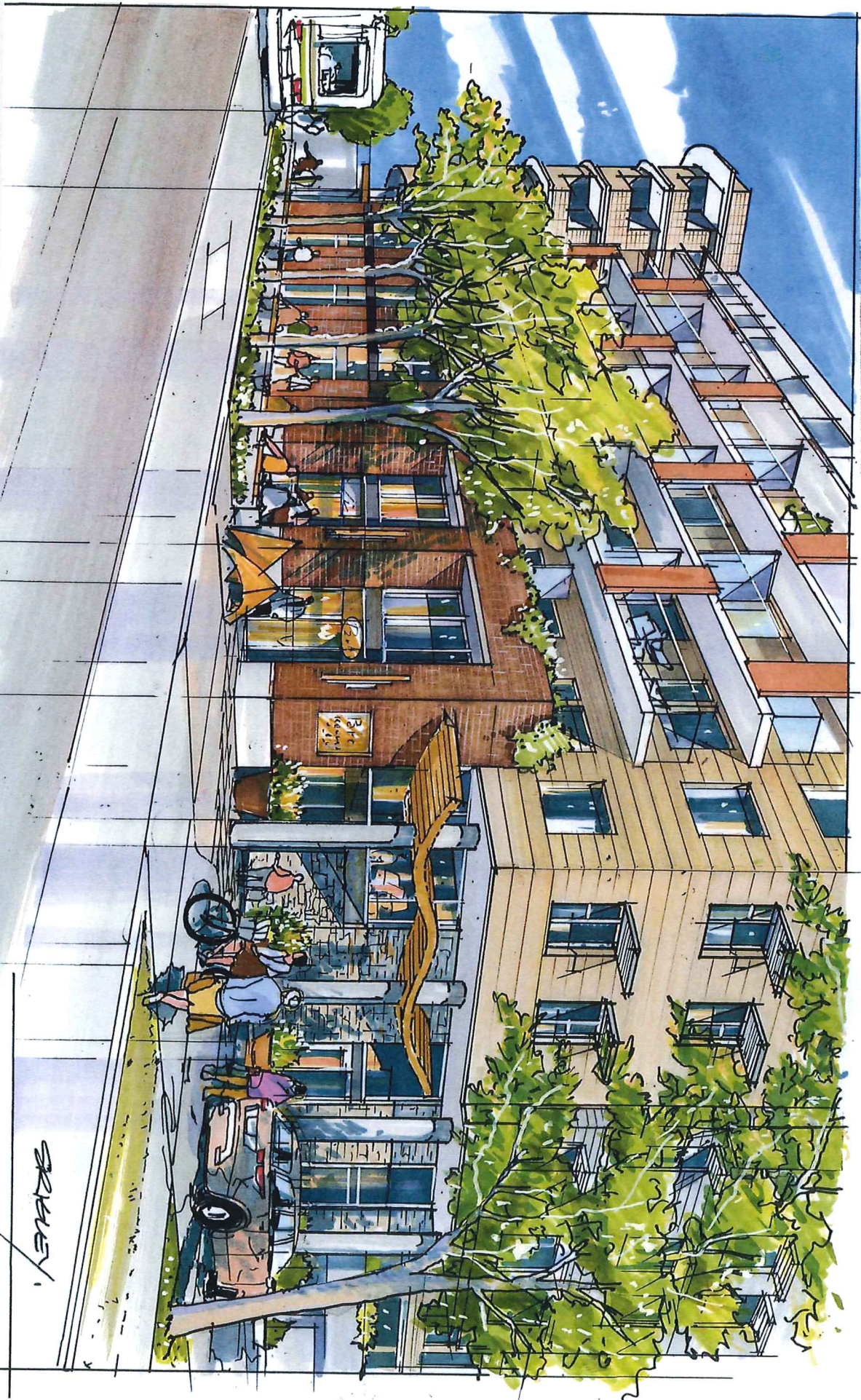
parc
retirement
living

3101 Lakeshore Road
Independent Seniors' Rental Residence

Looking East along Lakeshore

Oct. 22, 2020

06



m + m **a**

paarc
retirement
living

3101 Lakeshore Road
Independent Seniors' Rental Residence

Street View of Main Entrance, Plaza

Oct. 22, 2020

07

SKETCH



m + m **a**

parc
retirement
living

3101 Lakeshore Road
Independent Seniors' Rental Residence

Shared access lane & aisle

Oct. 22, 2020

08



m+m a
 parc
 retirement
 living

3101 Lakeshore Road
 Independent Seniors' Rental Residence

Street View of KLO

Oct. 22, 2020

09



DP19-0168 DVP19-0169 3101 Lakeshore Rd

Development Permit & Development Variance Permit



Proposal

- ▶ To issue a Development Permit for the form & character of a mixed-use seniors living facility and Development Variance Permit for proposed building height and car share location.

Development Process

August 15, 2019

Development Application Submitted

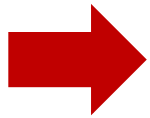


Staff Review & Circulation



Ongoing

Public Notification Received



November 17,
2020

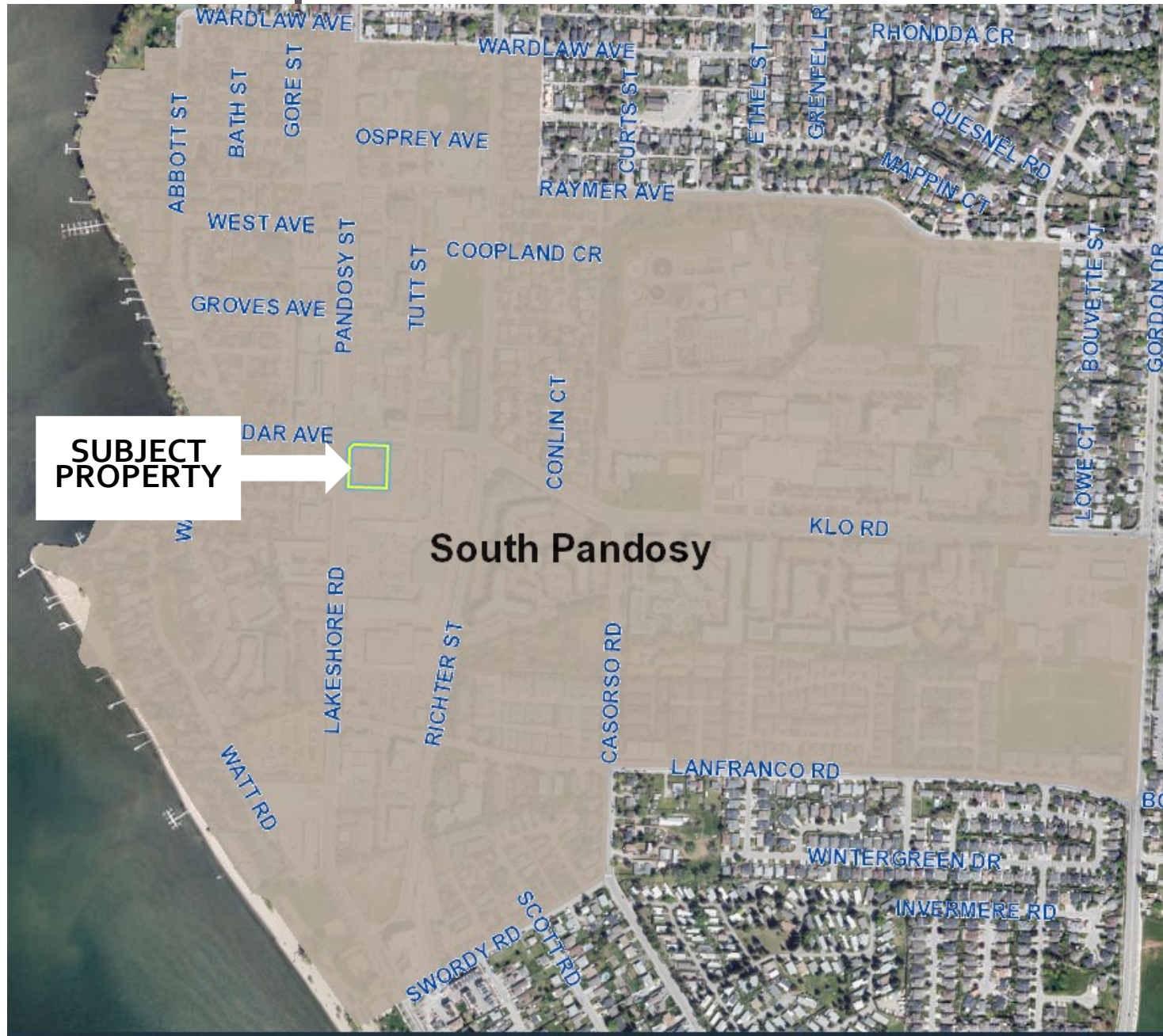
Development Permit & Development Variance
Permit



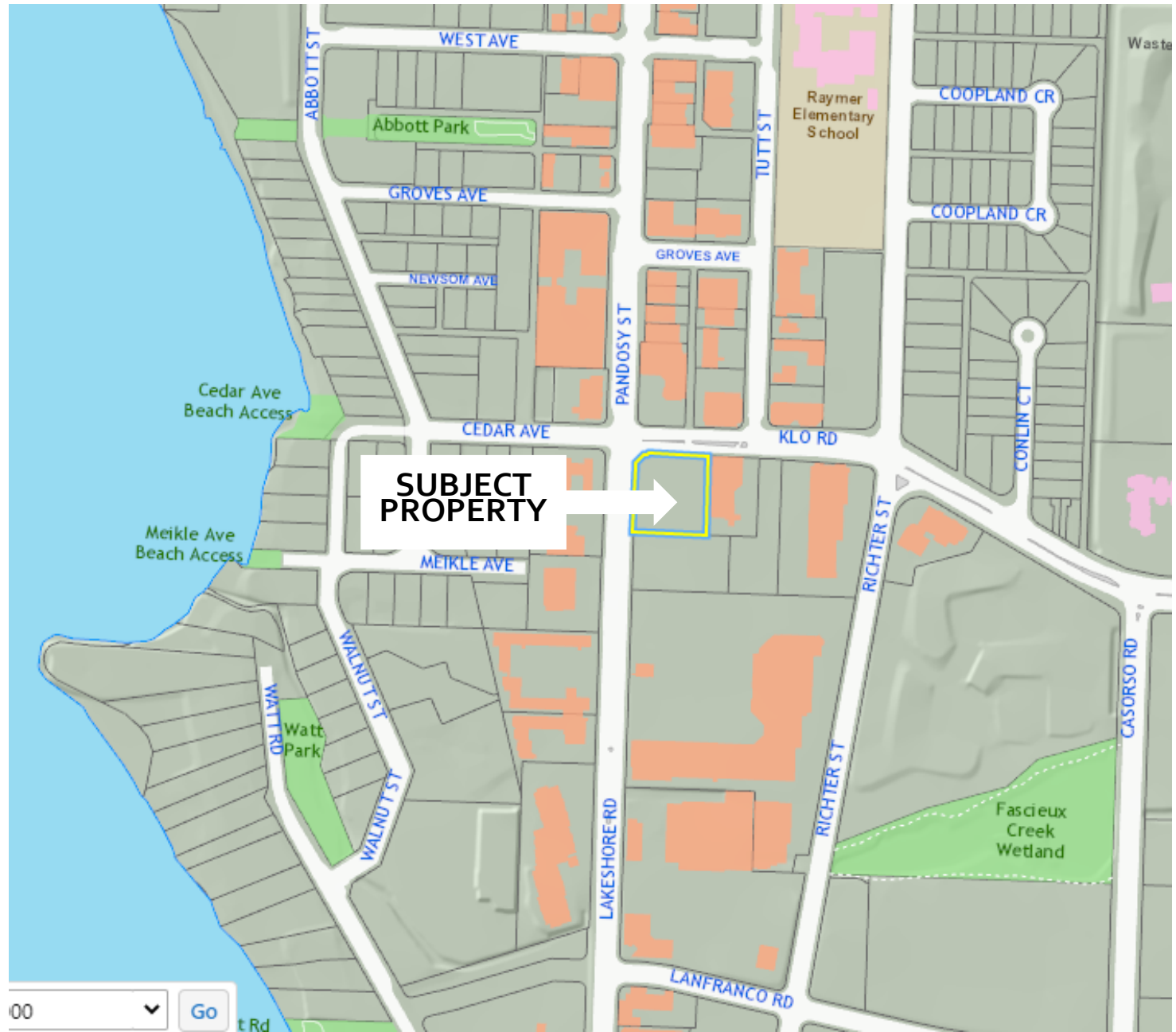
Building Permit

Council
Approvals

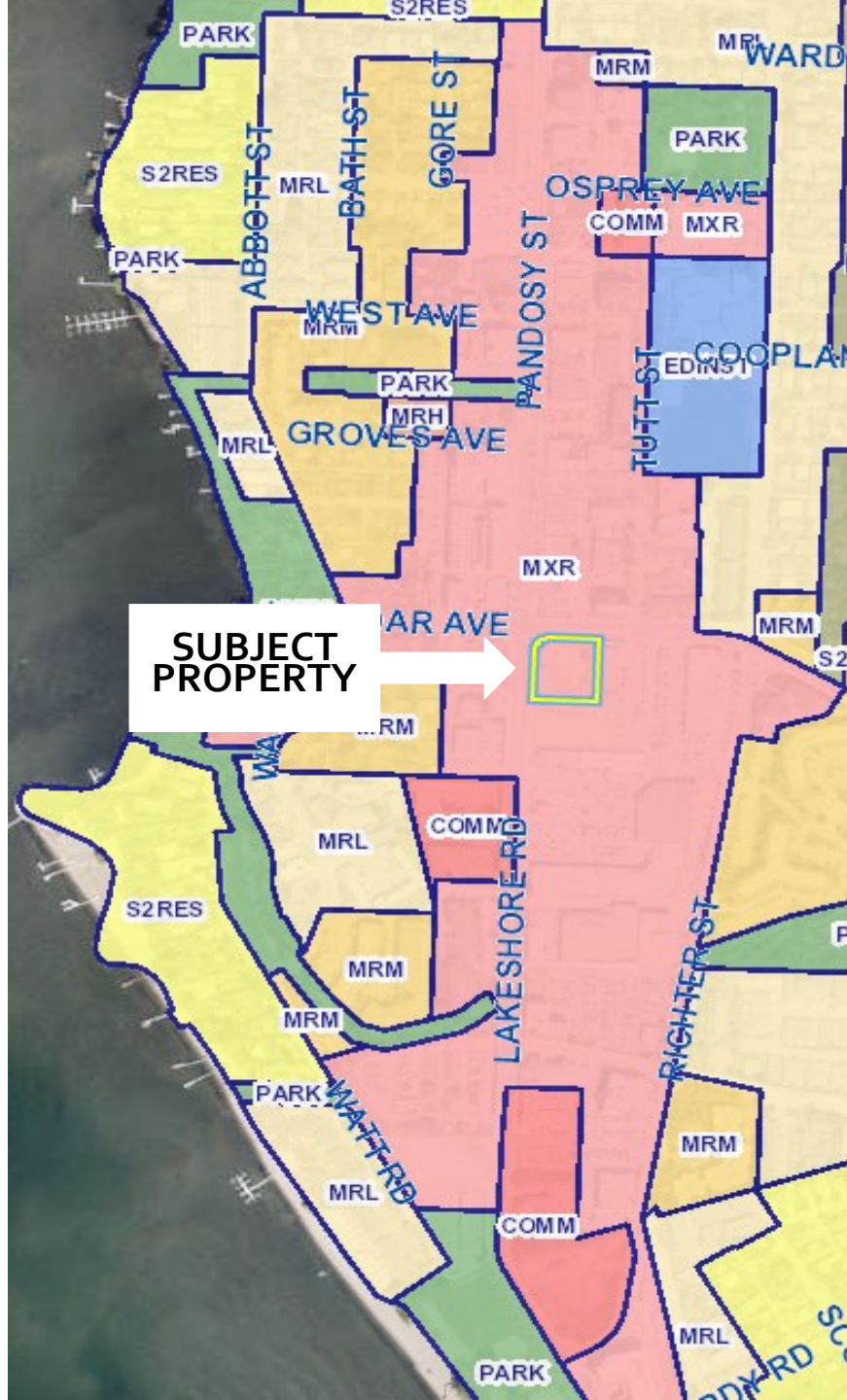
Context Map



Context Map



OCP Future Land Use / Zoning



Subject Property Map



Project/technical details

- ▶ Parc Retirement Living: seniors rental-residential
- ▶ 132 residential units (1-2 bedrooms)
- ▶ Ground-floor commercial retail units fronting onto KLO Rd & Lakeshore Rd
- ▶ 9 storeys (30.2m). Two storey podium/seven storey residential above
- ▶ 71 parking stalls provided (resident, staff, commercial)
- ▶ Carshare agreement for 2 stalls (one onsite/one offsite)

Project/technical details

- ▶ FAR: 2.34

- ▶ Base (C₄): 1.3
 - ▶ Screened parking: 0.2
 - ▶ Car share: 0.84
- total = 2.34

- ▶ Variances:

- ▶ Height
- ▶ Car-share location

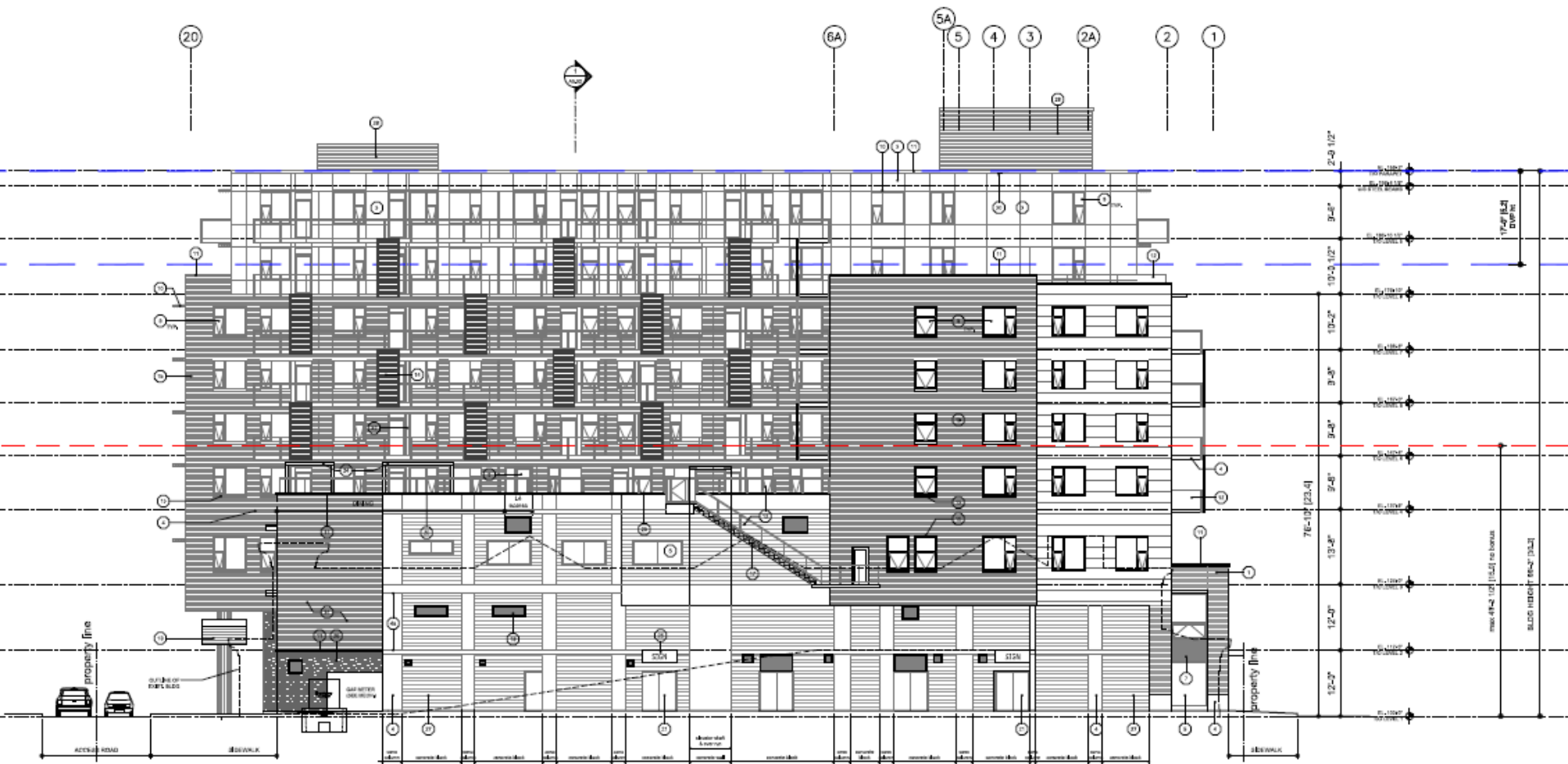
Site Plan



Elevations- KLO Rd (north)



Elevations- (east)



Elevations- (south)



Elevations- Lakeshore Rd (west)



Elevations- Lakeshore Rd (west)



Elevations- (south)



Variance-Height

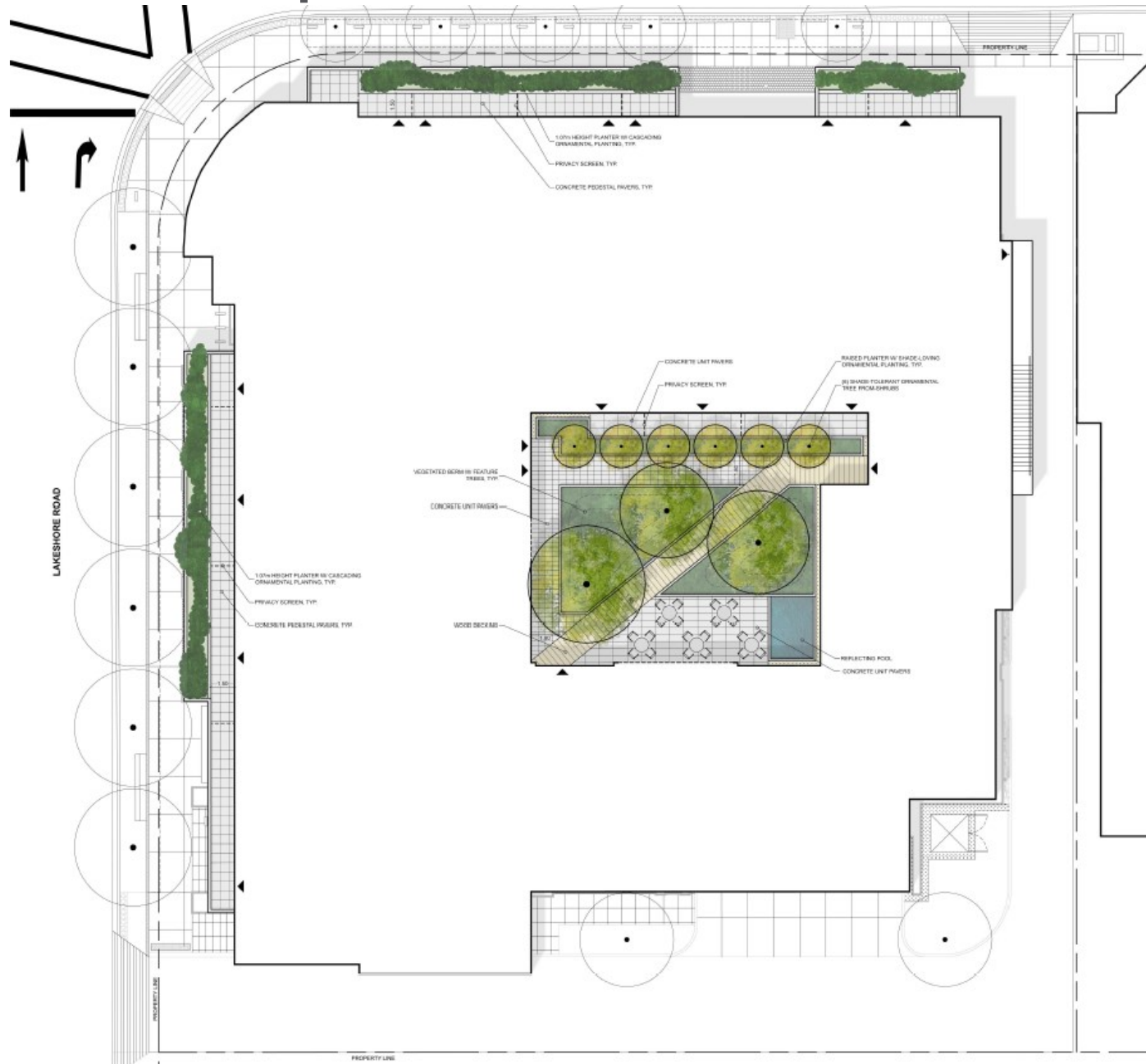


Variance- Car Share

- One stall located off site
+/- 205.0m
- One stall located in on site
parkade



Landscape Plan- level 2



LEVEL 2 CHARACTER IMAGES

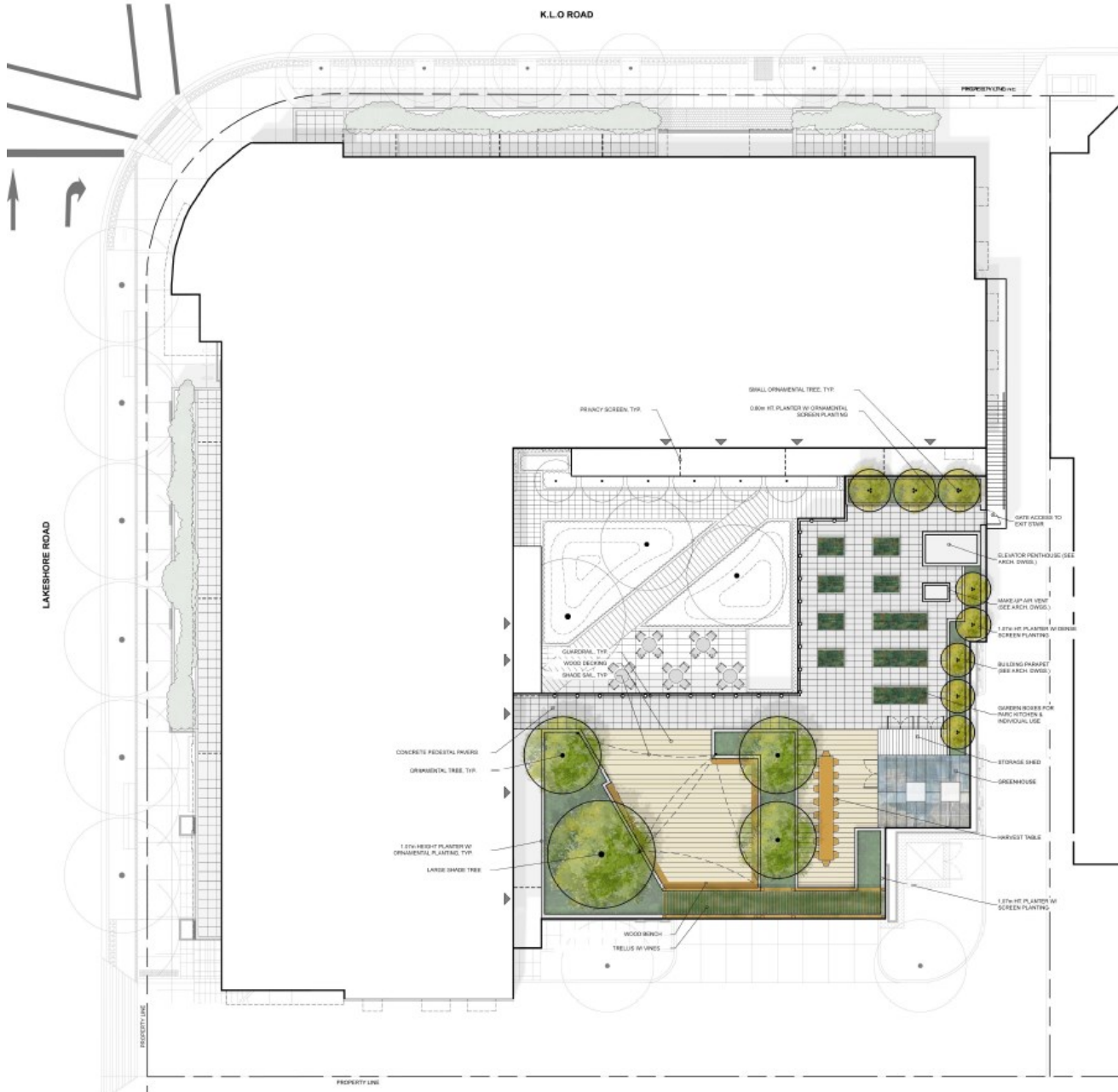


VEGETANT COURTYARD WITH MULTI-SEASON INTEREST



SUBTLY SIZED PLANTERS TO ACCOMMODATE LARGE TREES
MINIMUM 7' DIA. PER PLANT

Landscape Plan- level 2



LEVEL 4 CHARACTER IMAGES



PERGOLA STRUCTURE WITH CLIMBING VINES FOR SCREENING AND SHADING



HOOD DECKING FLEX SPACE FOR FITNESS AND GATHERING



REACTIVE SPHERULES.



schonmal schon die ersten zwei Weltkriege



284



Off-site Landscape Improvements

[illegible]

STREET LEVEL CHARACTER IMAGES



ANALYZED HUMAN-SCALE BOOKS

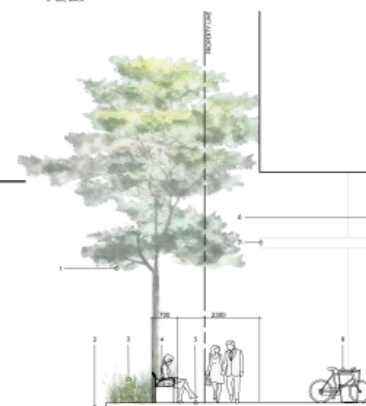
STRONG INSIDE-OUTSIDE CONNECTIONS



KLO STREETSCAPE CHARACTER PRESENT

HIGH-QUALITY STREET FURNITURE

1. ESPRESSO-BENLUCY COFFEETREE
2. LAKEHOUSE BOAT WITH CLUB AND GLIDES
3. BUBBLE, DOUGH-TOLEANT ORNAMENTAL STREETSCAPE PLANTING
4. FEATURE BENCH
5. C.I.P. CONCRETE DIVING WITH 150mm WIDTH TEXTURED SHORELINE RAVING SAND
6. BUILDING FACE
7. BUILDING CANOPY WITH COLUMN
8. BEE SACK



2 LAKESHORE ROAD STREETSCAPE ELEVATION

Development Policy

- ▶ Ensure context sensitive housing development.
 - ▶ Support a greater mix of housing unit size, form and tenure in new multi-residential and mixed-use developments
- ▶ Achieve high quality urban design and appropriate land uses
 - ▶ South Pandosy. Encourage landmark buildings at key intersections.

Staff Recommendation

- ▶ Staff recommend support of the DP/DVP:
 - ▶ Providing seniors housing in an Urban Centre, in a location that has easy access to services & transit;
 - ▶ Car share benefits the community as a whole, not intended to benefit residents of Parc;
 - ▶ Height is mitigated through the ground-level street interaction;
 - ▶ Appropriate site to accommodate density. Allows for an extension of the existing streetscape character to the north.



Conclusion of Staff Remarks

PARC Retirement Living

2019 Corporate Report



Who we are

PARC Retirement Living is an award-winning developer and operator of purpose-built and sustainable retirement residences. Our centrally located residences can be found in walkable neighbourhoods and are inspiring living spaces where residents come to live well and stay active.

More than just a place to call home, we offer resort-style amenities and services that enable residents to live with creativity, independence and freedom. Think variety over predictability, creativity over boredom and thriving over surviving.

How it all started

In 1994, my mother moved into a retirement residence, changing both her life and mine. Her life became richer and more fulfilled because she lived in the heart of her community with great services, activities and new friends – all in a beautiful and familiar setting. I saw firsthand, the transformative effects of good care on seniors and their lifestyle.

This personal experience led me to change the course of my architecture career to focus exclusively on the design, development and management of retirement residences.

Today, PARC Retirement Living prides itself on building and operating inspired spaces where seniors live with vibrancy and vitality.



*Rainer A. Müller Founder & Chairman,
PARC Retirement Living*

What makes us different

Unlike traditional property developers who build and move onto the next project, we feel a strong social responsibility to contribute to and strengthen the communities that we're part of. During development and long after our residences are built, we partner with local non-profit organizations, sponsor and support local initiatives, and hold events to attract other independent seniors to the area.

What we bring to the community



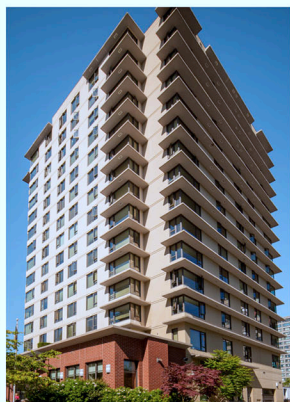
Each of our residences have many impacts on the surrounding community:

- › We retain seniors in neighbourhoods they've always lived in
- › We offer employment at a fair Living Wage rate
- › We use local products
- › We contribute to municipal taxes
- › We give back and engage with the community

The residences



Summerhill PARC
Opened in 2001
135 West 15th St
North Vancouver, BC



Mulberry PARC
Opened in 2005
7230 Acorn Avenue
Burnaby, BC



Cedar Springs PARC
Opened in 2012
3633 Mt Seymour Pkwy
North Vancouver, BC



Westerleigh PARC
Opened in 2013
725 22nd Street
West Vancouver, BC



Oceana PARC
Opening 2019
1575 George Street
White Rock, BC

Next developments:

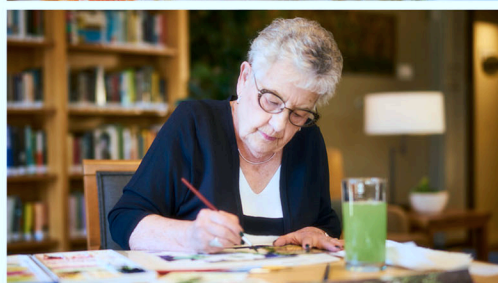
Victoria PARC Targeting end of 2021 – Fort and Quadra Street, Victoria, BC

Kelowna PARC Targeting 2021 – KLO and Lakeshore Road. Kelowna, BC

Coquitlam PARC Targeting 2024 – Austin Avenue, Coquitlam, BC

Independent Living+: The path to active aging

Independent Living+ is a unique program at PARC Retirement Living that differentiates us from our competitors. Our holistic program promotes all aspects of health and wellness. It's what makes our residents live with such vibrancy and vitality. The exclusive program has been specifically designed to support residents with their health and wellness, increase their mental and physical fitness, and keep them socially connected. The program includes: dining and nutrition, physical and mental fitness, arts and culture programming, safety and support, health and wellness support.



Living Wage Certified employer

As a socially responsible employer with more than 150 employees across all our residences and head office, we believe that our employees need to earn a wage that meets the needs of daily living and provides some discretionary income.

We recognize that paying a living wage constitutes a critical investment in the long-term prosperity of our organization and fosters a dedicated, skilled and healthy workforce. We're the first company in the retirement living sector in BC to be certified as a Living Wage employer.



Green building practices

When we build a PARC Retirement Living residence, we proactively seek and employ leading sustainability and green building practices that reduce energy use, greenhouse gases, water use and light pollution. Cedar Springs PARC and Westerleigh PARC are both LEED® Gold certified.

In addition to green building design, we operate our buildings with a commitment to conservation and energy efficiency. We use green housekeeping products, install energy efficient lighting, drive electric vehicles whenever possible and recycle paper, batteries, light bulbs, bags and more.



We're proud members of the Canada Green Building Council.

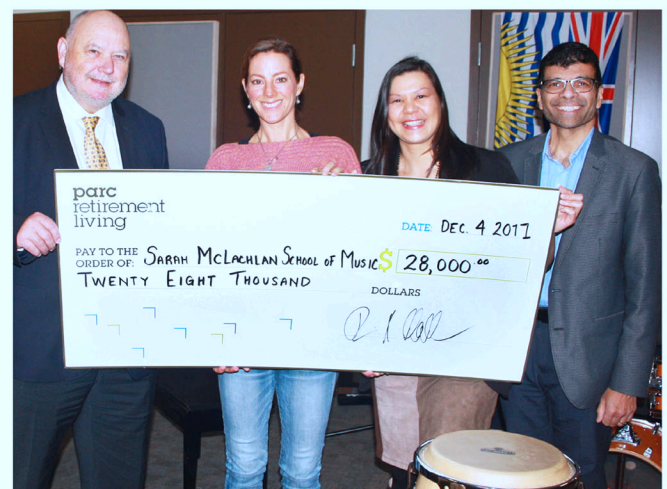
Community engagement

We support community programs that directly involve and interest our residents, as well as attract other independent seniors to local neighbourhoods.

Each year we contribute more than \$400,000 to local organizations that make a difference in the lives of seniors. These organizations also graciously provide unique experiences for our residents to experience art, culture, music and more.

Some of these partnerships include:

- › The Sarah McLachlan School of Music
- › Vancouver Symphony Orchestra
- › Victoria Conservatory of Music



3101 Lakeshore Road
DP19-0168 DVP19-0169
Meiklejohn Architects Inc.



Our Residences

Summerhill PARC

North Vancouver
2001



Rental Suites: 107

Mulberry PARC

Burnaby
2005



Rental Suites: 146

Cedar Springs PARC

North Vancouver
2012



Rental Suites: 146

Westerleigh PARC

West Vancouver
2013



Rental Suites: 129

Oceana PARC

White Rock
2019



Rental Suites: 198



Our Residents and Residences

Our Approach

"Seniors deserve to live in the heart of the community they helped to build during their lives."

Rainer Müller
Founder/Chairman



Our Residents

- Independent, active, healthy
- Aged between 80-100 years
- Average stay 4 years
- 10%-15% are couples
- The majority of the residents come from the local community



Our Staff

- Living Wage Certified employer
- \$2.0M annual payroll in Kelowna
- 20 FTE designated staff
- We favour hiring locally



Artists for Kids



Harmony Arts Festival



Peace Arch Hospital in White Rock



Cedar Springs Public Art



Silver Harbour Seniors Centre



Friends of the Pier (White Rock)

Our Community Involvement

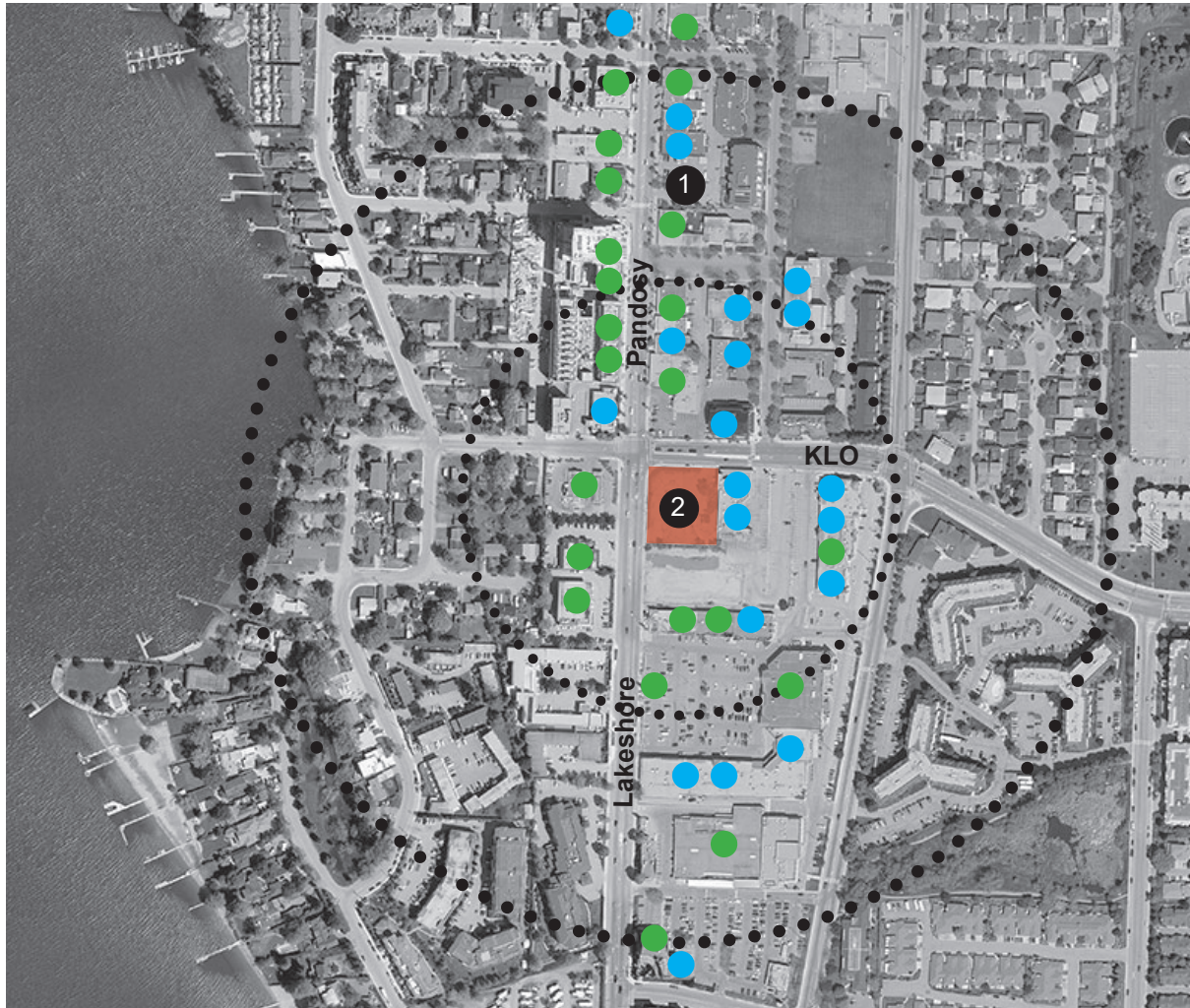
- Thrive on engaging with the community
- Active corporate citizen
- Making contributions annually to neighbourhood organisations
- Focus on seniors, cultural, and social connections

Our Kelowna Engagement

- Rotary Centre for the Arts
- Kelowna Food Bank
- United Way
- Alzheimer Society of BC (Kelowna)
- Kelowna Chamber of Commerce
- Okanagan Historical Society

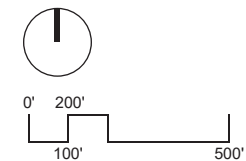
PARC's Proposed Residence in Pandosy Village





Current Context

- 1 Off-site Car Share Stall
- 2 On-site Car Share Stall
- Personal Services
- Retail Services
- Proposed Residence
- 5' Walking Radius
- 10' Walking Radius



Scenarios for Future Context Under Current C4 Zoning

Current + PARC



2030

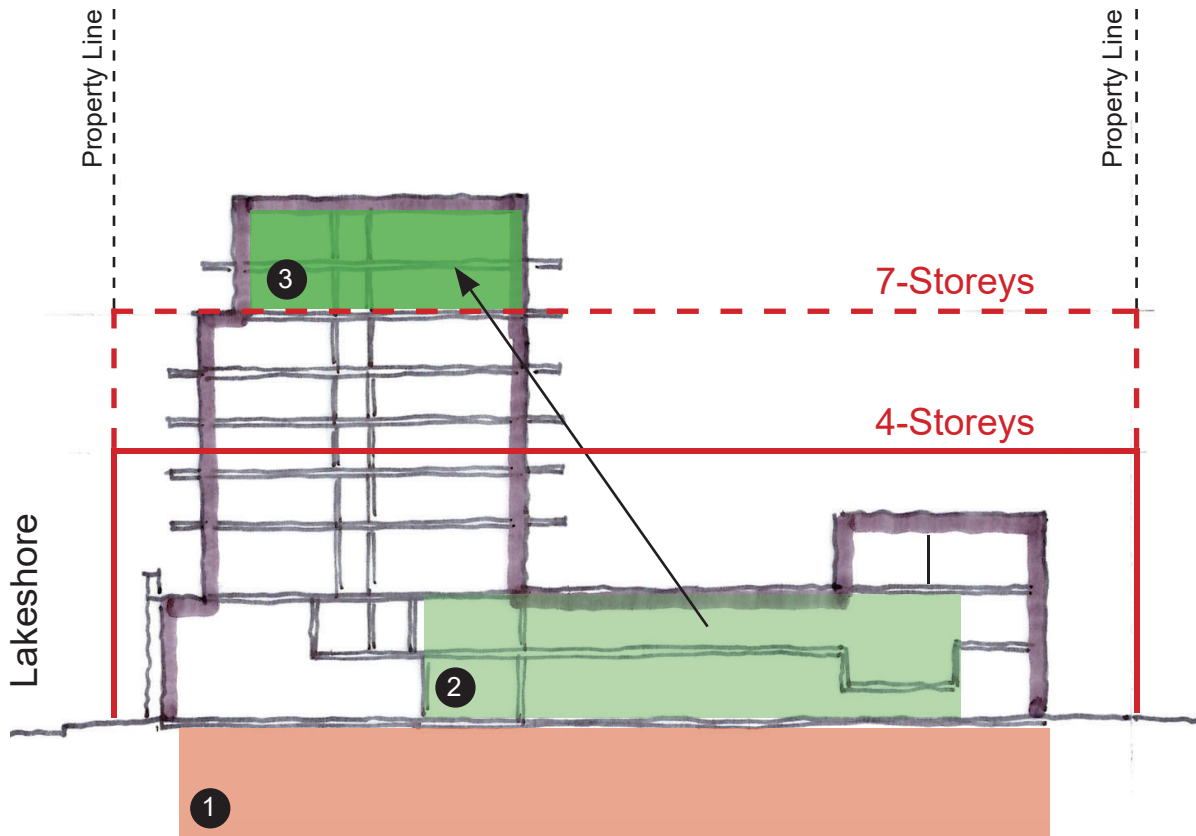


2025



2035

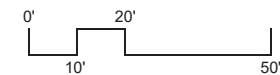


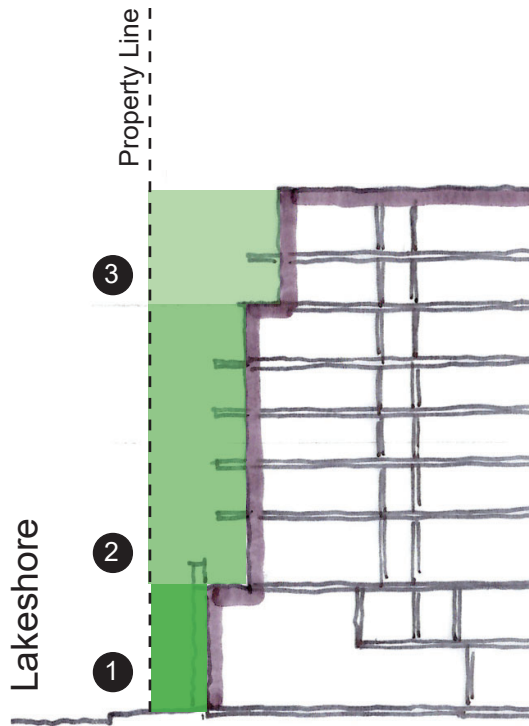


Overall Building Section (East-West)

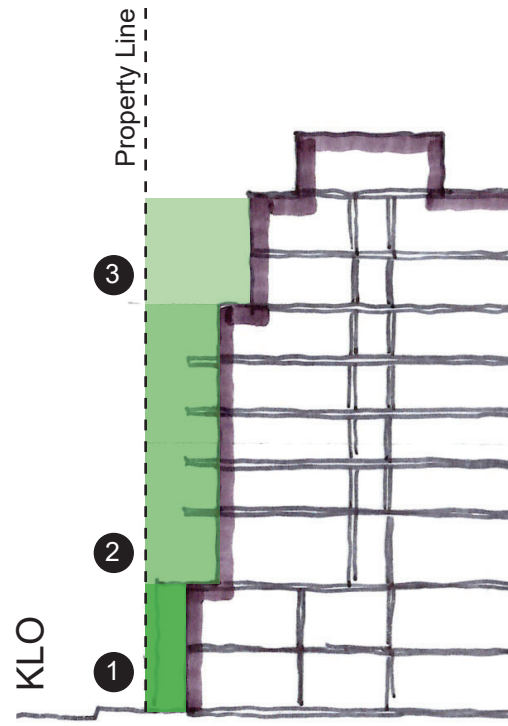
Height

- ① Below grade parkade prevented by high water table
- ② Concealed parkade takes away from commercial and residential use
- ③ Building pushed upwards





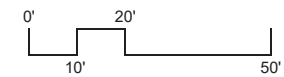
Building Section (Lakeshore)



Building Section (KLO)

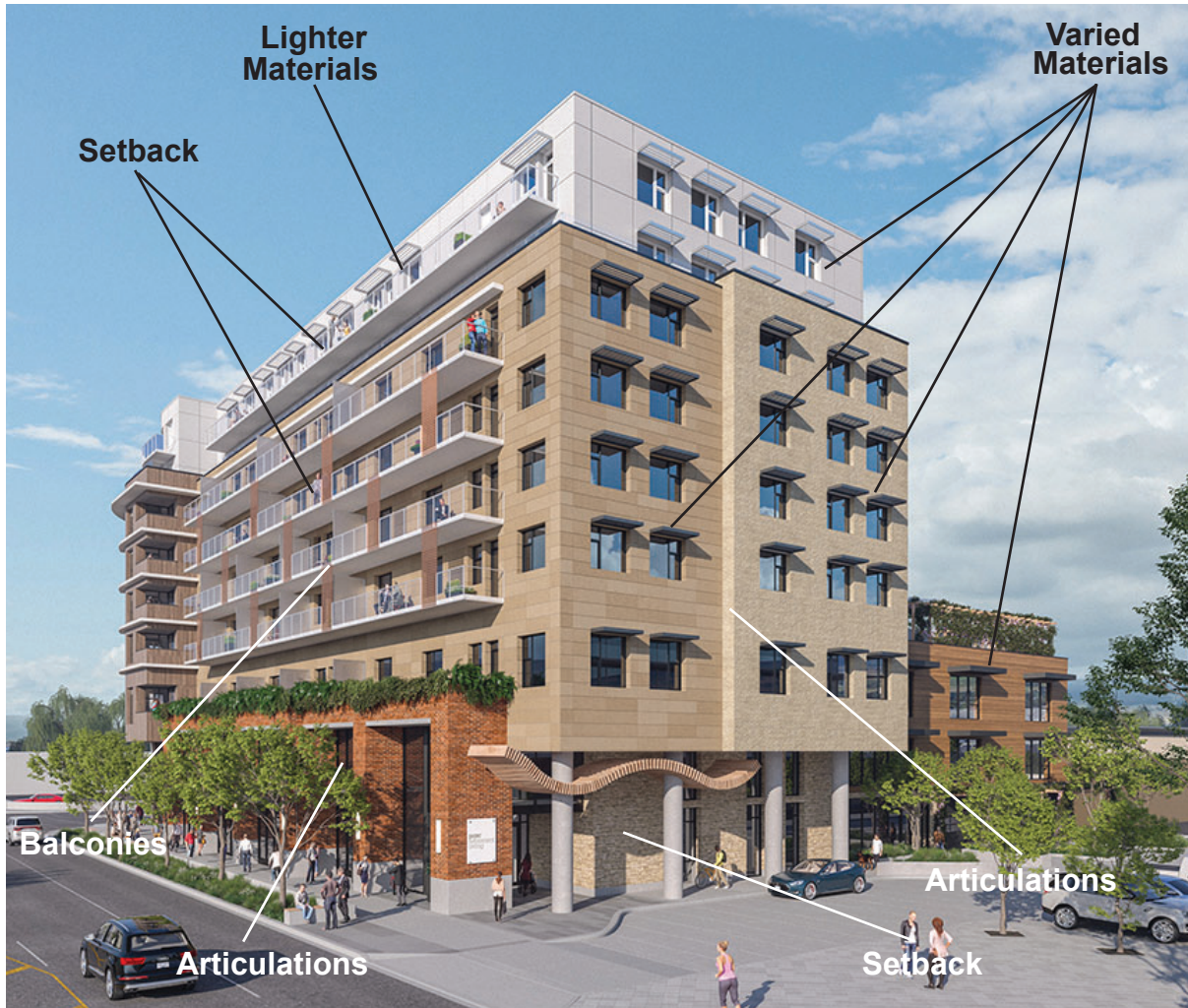
Setbacks

- ① L1-L2 Setback (5'-0" to 3'-0")
- ② L3-L7 Setback (15'-5" to 13'-3")
- ③ L7-L8 Setback (21'-11" to 19'-7")



PARC Kelowna
Independent Retirement Residence

November 17, 2020



Breaking Down the Massing

- Several extensive **setbacks** at L1, L3, L8
- Upper floors (L8 + L9) in **lighter materials**
- Varied use of **materials** to create distinct base-middle-top
- Several **articulations** of the massing
- Continuous balconies for articulation and solar shading



Building Articulation

- Several extensive **setbacks** at L1, L3, and L8
- Prominent **curved feature** at KLO and Lakeshore corner
- Recessed corner to create **urban plaza**
- Several **articulations** of L1/L2
- Upper floors (L8 + L9) in **lighter materials**
- Varied use of **materials** to create distinct base-middle-top



Pedestrian Experience along KLO

- Large street trees
- Cascading landscape from L3
- Custom bus shelter with public art
- Several street front articulations ("jogs")
- Active retail
- Widened sidewalk
- Feature wood canopy

Pedestrian Experience at the KLO-Lakeshore Intersection

- Feature curved corner (L3-L7)
- Urban plaza with public art
- Active retail
- Widened sidewalk
- Feature wood canopy





Pedestrian Experience at Lakeshore

- Cascading landscape from L3
- Several streetfront articulations ("jogs")
- Expansive landscaped boulevard with street trees
- PARC residence main entrance
- Active retail
- Widened sidewalk



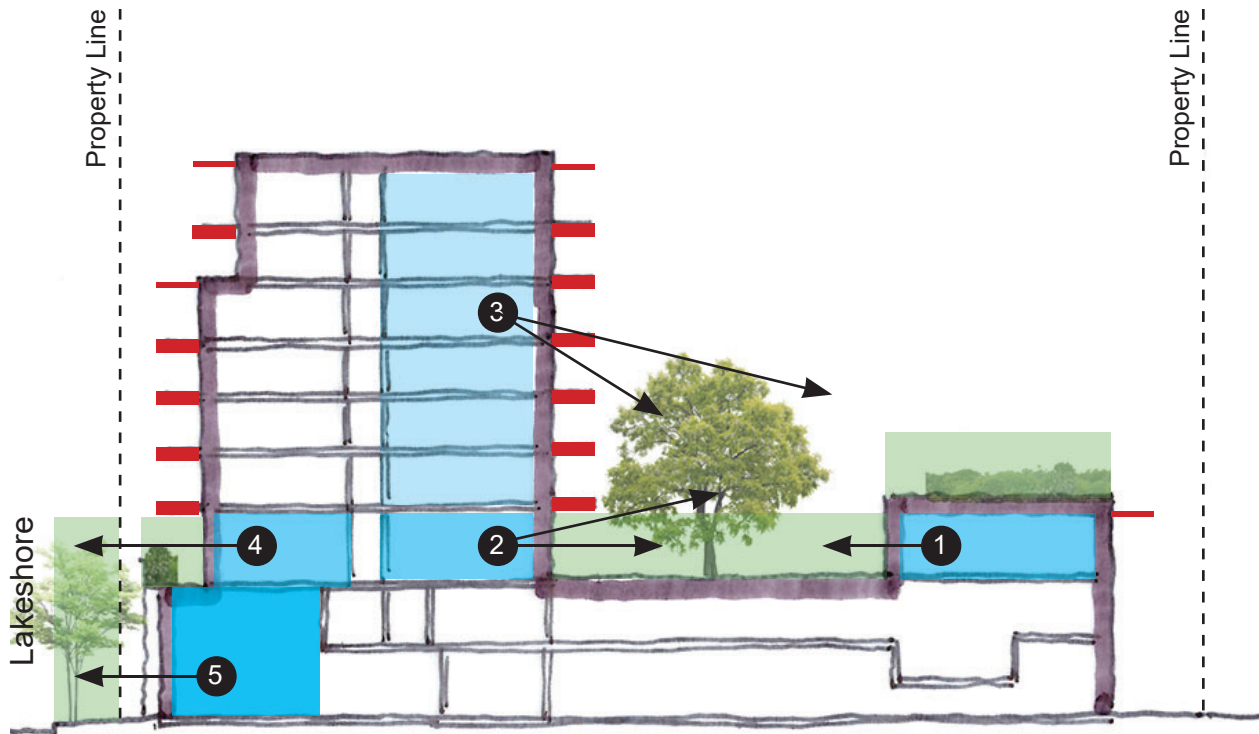
High Quality Materials

- ① Cementitious panel
- ② Wood-look aluminum panel
- ③ Silver aluminum panel
- ④ Limestone brick (running bond)
- ⑤ Stone veneer
- ⑥ Sunscreen
- ⑦ Wood slats
- ⑧ Sienna brick (running bond)

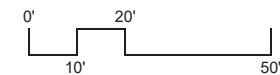
Biophilic Design Connection to Nature

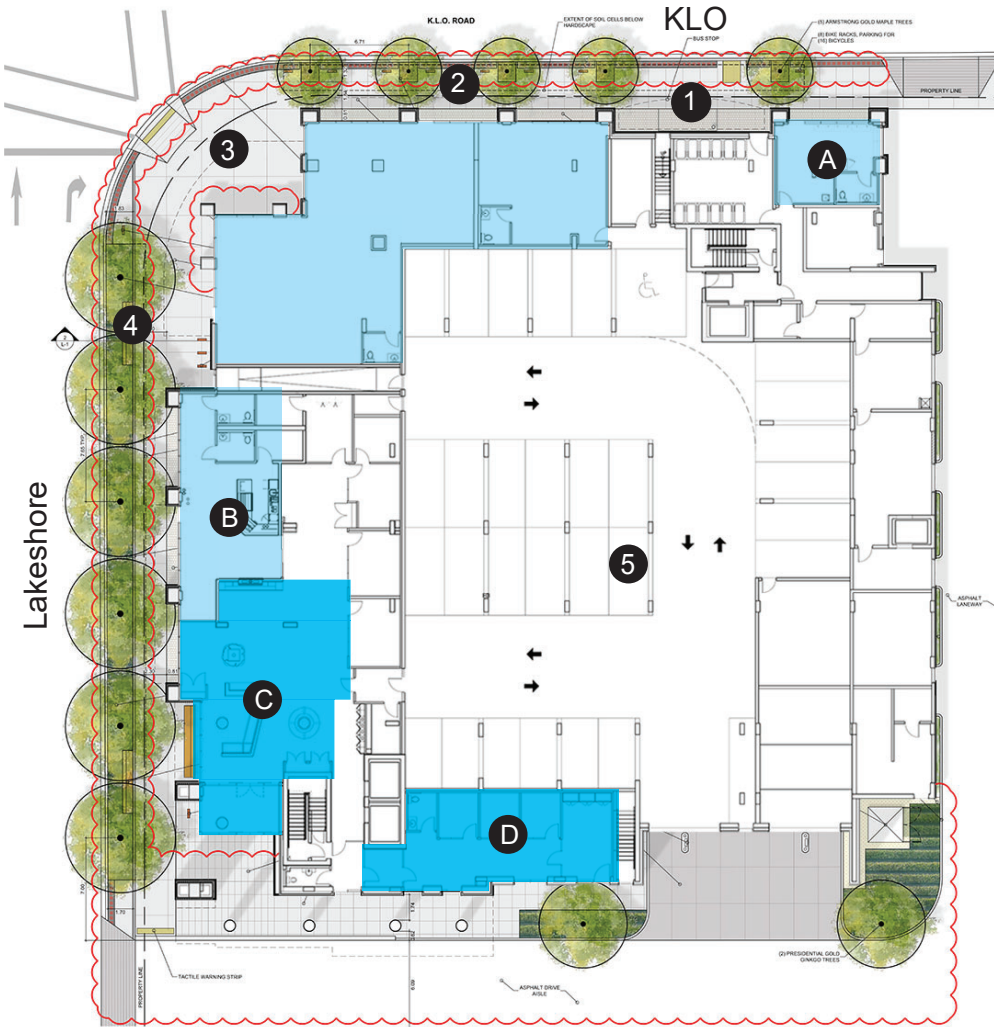
- ① Dining area to courtyard
- ② Multipurpose room to courtyard
- ③ Residential suites to courtyard + roof deck
- ④ Residential suite to street trees
- ⑤ Coffee shop to street trees

- Balconies to provide shading
- Eyebrows to provide shading



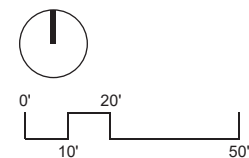
Overall Building Section (East-West)





Street Landscape and Uses

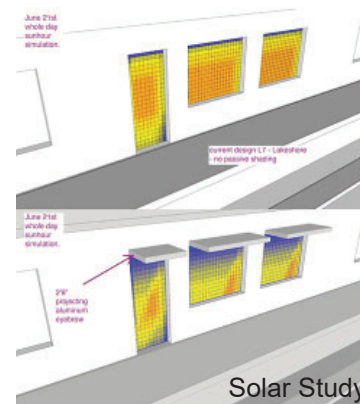
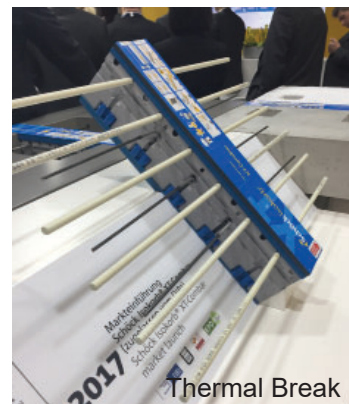
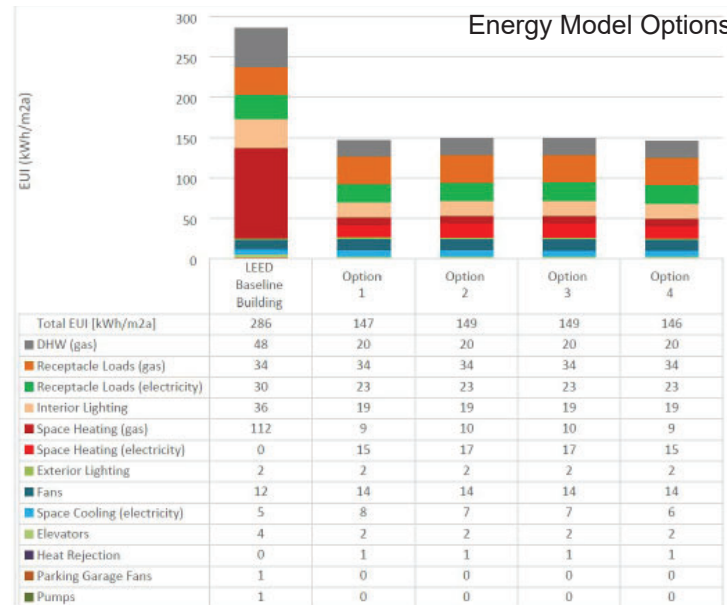
- Active retail
- Active residential uses
- 1 Custom bus shelter with public art
- 2 Street trees
- 3 Urban plaza with public art
- 4 Planted boulevard with street trees
- 5 On-site car share stall
- A Salon
- B Coffee Shop
- C Reception
- D Visitor Centre





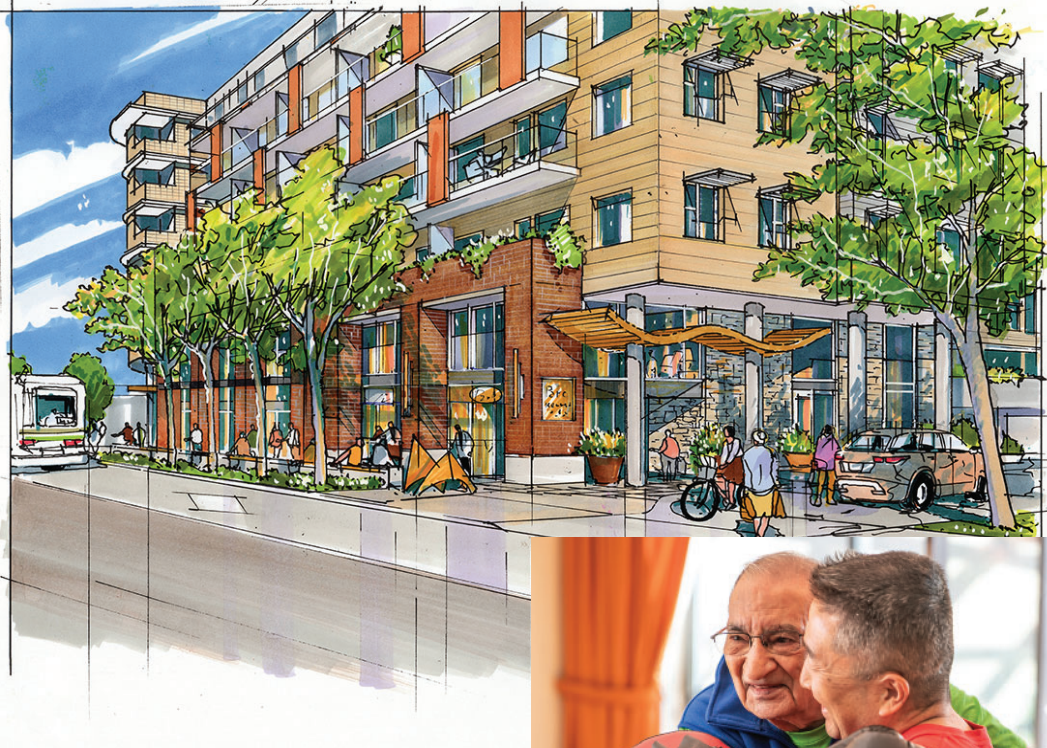
Sustainability Initiatives

- Brownfield (former gas station)
- Low carbon mechanical systems
- High performance glazing
- Solar shading elements
- Landscaped roofs to mitigate heat island effect and reduce stormwater runoff
- Biophilic design
- Highly advanced and efficient building systems (envelope + mechanical)
- LEED Gold design
- **67% less gas used**
- **48% less total energy**
- **6% less electricity used**



Achieving Sustainability

- Extensive use of energy modelling to determine optimal design
- Use of massing studies to determine shape of building relative to sun and site
- Use of solar studies to determine elevations with highest solar gains.
- Use of shadow studies to determine location of building components requiring access to sunlight
- Use of technology to increase overall envelope performance (thermal breaks)



"Age is no barrier. It's a limitation you put on your mind."

Jackie Joyner-Kersey
Olympic Medalist



Appendix A Our Covid 19 Response

- Visitor Centres
- Family Restaurant
- Temporary exterior dining facilities
- Public and private spaces separation
- Enhanced cleaning and monitoring

Our Covid 19 Response in Kelowna

- Integration of pandemic proof Visitor Centre



PARC Visitor Centre



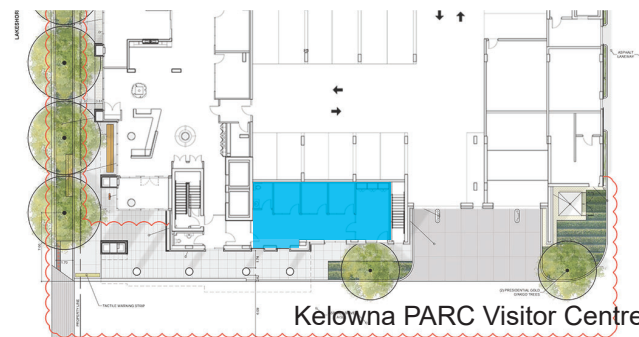
PARC Visitor Centre



PARC Eatery



PARC Eatery



Kelowna PARC Visitor Centre

■ Visitor Centre