City of Kelowna
Regular Council Meeting
AGENDA

Monday, July 25, 2016
1:30 pm
Council Chamber
City Hall, 1435 Water Street

Pages

1. Call to Order

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

2. Confirmation of Minutes 4 - 7

PM Meeting - July 11, 2016

3. Public in Attendance

3.1 Imagine Kelowna Speaker Series (Guest #1 Dr. Keith Culver) 8 - 40

To receive a presentation from Dr. Keith Culver on planning for uncertainties, as the opening talk of the Imagine Kelowna guest speaker series.

4. Development Application Reports & Related Bylaws

4.1 1975 Kane Road, Z16-0026 - Terrance & Joan Raisanen 41 - 72

To rezone the subject properties to the RM5 – Medium Density Multiple Housing zone to facilitate a proposed 119 unit multi-family rental project with two 5-storey buildings.

4.2 1975 Kane Road, BL11261 (Z16-0026) - Terrance & Joan Raisanen 73 - 73

To give Bylaw No. 11261 first reading in order to rezone the subject property to facilitate a proposed 119 unit multi-family rental project with two 5-storey buildings.

4.3 1555, 1547 & 1543 Bedford Avenue, Z16-0019 - Al Stober Construction Ltd. 74 - 124

To rezone the subject properties to the RM5 – Medium Density Multiple Housing zone to facilitate a proposed 63 unit 4 ½ storey multi-family building.

4.4 1555, 1547 & 1543 Bedford Avenue, BL11262 (Z16-0019) - Al Stober Construction Ltd. 125 - 125

To give Bylaw No. 11262 first reading in order to rezone the subject properties to facilitate a proposed 63 unit 4 1/2 storey multi-family building.

4.5 3697 Lakeshore Road, Z15-0066 - Pam Irene Sahlin 126 - 134

To waive a condition of adoption of Rezoning Bylaw No. 11201, and to forward the Bylaw for adoption.

4.6 3697 Lakeshore Road, BL11201 (Z15-0066) - Pam Irene Sahlin 135 - 135

To adopt Bylaw No. 11201 in order to rezone the subject property to allow for the development of duplex housing.

5. Bylaws for Adoption (Development Related)

5.1 464 Morrison Avenue, BL11202 (Z15-0058) - Flying Eagle Holdings & Birkett Holdings 136 - 136

To adopt Bylaw No. 11202 in order to rezone the subject property to allow the construction of two single dwelling homes.

6. Non-Development Reports & Related Bylaws

6.1 E & D Aircraft Services Ltd. doing business as Okanagan Aero Engine renewal of Lease at Kelowna International Airport 137 - 166

To receive Council's approval for the 15-year renewal of the Lease Agreement between E & D Aircraft Services Ltd. doing business as Okanagan Aero Engine and the City with respect to lands at Kelowna International Airport.

6.2 Don't Be An Easy Target – Anti-Theft Campaign 167 - 168

To provide information to Council about the Don't Be An Easy Target crime prevention initiative and have Council assist in the promotion of the program, encouraging community involvement to reduce auto crime in Kelowna.

6.3 Revitalization Tax Exemption Program Update 169 - 187

To receive an update on the status of the Revitalization Tax Exemption Bylaw and purpose-built rental housing tax incentive programs.

6.4 Delegation of Authority – Leases and Licences of Occupation 188 - 215

To create a new bylaw in order to allow staff to process minor leases and licence of occupations in order to enhance and add a level of efficiency to the lease development process.

6.5 BL11250, Delegation of Authority to Enter into Leases and Licences of Occupation Bylaw 216 - 218

To give Bylaw No. 11250 first, second and third readings in order to delegate to its officers and employees certain powers, duties and functions with respect to lease and licence of occupation transactions.

6.6 Lebanon Creek Greenway Maintenance Agreement 219 - 232

To establish a Maintenance Agreement with the Regional District of Central Okanagan for operation and maintenance of City owned lands near Lebanon Creek.

7. Bylaws for Adoption (Non-Development Related)

7.1 BL11207 - Amendment No. 2 to Development Cost Charge Bylaw No. 10515 233 - 234

To adopt Bylaw No. 11207 in order to amend the City of Kelowna's Development Cost Charge Bylaw.

8. Mayor and Councillor Items

9. Termination

City of Kelowna

Regular Council Meeting

Minutes

DRAFT

Date:	Monday, July 11, 2016
Location:	Council Chamber City Hall, 1435 Water Street
Council Members Present:	Deputy Mayor Mohini Singh and Councillors Maxine DeHart, Ryan Donn, Gail Given, Tracy Gray, Charlie Hodge, Brad Sieben and Luke Stack
Council Members Absent:	Mayor Colin Basran
Staff Present:	Acting City Manager, Alan Newcombe; City Clerk, Stephen Fleming; Divisional Director, Community Planning & Real Estate, Doug Gilchrist*; Cultural Services Manager, Sandra Kochan*; Traffic Operations Supervisor, Fred Wollin*; Policy & Planning Department Manager, James Moore*; Planner Specialist, Ross Soward*; and Legislative Systems Coordinator, Sandi Horning

(* denotes partial attendance)

1. Call to Order

Deputy Mayor Singh called the meeting to order at 1:31 p.m.

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

2. Confirmation of Minutes

Moved By Councillor Hodge/**Seconded By** Councillor DeHart

R541/16/07/11 THAT the Minutes of the PM Meeting of June 27, 2016 be confirmed as circulated.

Carried

3. Public in Attendance

3.1 Okanagan Symphony Orchestra

Staff:
- Introduced the presentation and the presenters.

Rosemary Thomson, Maestro, and Robert A. Barr, Executive Director, Okanagan Symphony Orchestra:
- Displayed a PowerPoint presentation and responded to questions from Council.

4. Non-Development Reports & Related Bylaws

4.1 Extend School Zone Reduces Speed Times to 7:30 AM - 5:00 PM

Staff:
- Provided background information regarding the proposal to extend school zone speed times from 7:30 am - 5:00 pm.
- Responded to questions from Council.
- Confirmed the City will be covering the cost of the change to the signage.
- Confirmed that a communications strategy will be put in place in conjunction with the School District.

Moved By Councillor Hodge/**Seconded By** Councillor Donn

R542/16/07/11 THAT Council approves the request from the Central Okanagan School District No. 23 to extend the time of the 30 km/hr speed zones to 7:30 a.m.to 5:00 p.m. in school zones from the current time of 8:00 a.m. to 5:00 p.m.;

AND THAT COUNCIL direct staff to change school zone signage to reflect the change in times.

Carried

4.2 Urban Centres Roadmap Endorsement

Staff:
- Displayed a PowerPoint presentation summarizing the Urban Centres Roadmap and responded to questions from Council.

DRAFT

Moved By Councillor Stack/**Seconded By** Councillor Given

R543/16/07/11 THAT Council receives, for information, the report from the Planner Specialist dated July 11, 2016 with respect to the *Urban Centres Roadmap*;

AND THAT Council endorses the *Urban Centres Roadmap*, as outlined in the report from the Planner Specialist dated July 11, 2016, and as presented in Attachment A;

AND THAT Council endorses the Capri-Landmark Urban Centre as the subject of the first Urban Centre Plan.

Carried

5. Bylaws for Adoption (Non-Development Related)

5.1 Highway 97 North (Adjacent to) - BL11232 - Road Closure Bylaw

Deputy Mayor Singh invited anyone in the public gallery who deemed themselves affected by the proposed road closure to come forward. No one came forward.

Moved By Councillor Donn/**Seconded By** Councillor Gray

R544/16/07/11 THAT Bylaw No. 11232 be adopted.

Carried

6. Mayor and Councillor Items

Councillor Hodge:
- Expressed condolences on the passing of Sean Connor.

Councillor Gray:
- Made comment on her attendance at the National Pickle Ball Championship this past weekend.

Councillor Donn:
- Made comment on the success of the Sugarplum Ball at the RCA this past weekend.
- Made comment on the various free summer community events being held around the City.

Councillor Stack:
- Made comment on the Centre of Gravity event that was held this past weekend and the well behaved crowds downtown attending the various events.

Councillor DeHart:
- Made comment on the Canada Day festivities.
- Made comment on her attendance at the Ramadan event at the Centennial Hall in Rutland.
- Made comment on her attendance at "The Men's Shed" event this past weekend at Lee Valley.

DRAFT

Councillor Sieben:
- Made comment on his visit to Leduc, Alberta and City's very liberal sponsorship program.

Councillor Hodge:
- Gave "Kudos" to Festivals Kelowna for putting on a great Canada Day event.

7. Termination

This meeting was declared terminated at 3:07 p.m.

Deputy Mayor Singh

City Clerk

/slh

DRAFT

Report to Council

City of Kelowna

Date: July 25, 2016

File: 0610-50

To: City Manager

From: Rafael Villarreal, Regional Planning Manager (Project Manager for Strategic Visioning Project)

Subject: Imagine Kelowna Speaker Series (Guest #1 Dr. Keith Culver)

Recommendation:

THAT Council receives, for information, the presentation from Dr. Keith Culver, dated July 25, 2016, regarding scenario planning as a way to face uncertainty;

Purpose:

To receive a presentation from Dr. Keith Culver on planning for uncertainties, as the opening talk of the Imagine Kelowna guest speaker series.

Background:

As part of the Imagine Kelowna initiative, a series of prominent guest speakers and experts will be sharing their knowledge, experiences and expertise with Council and the community. Opening the speakers series is Dr. Keith Culver from UBC Okanagan.

Scenario planning is a daunting task. As part of the Strategic Visioning Project, the community must choose a path for a future full of uncertainties. As a community, we have to think about how we can plan to adapt for many future possibilities.

Dr. Keith Culver, Professor of Management at UBC's Okanagan campus, will share perspectives on foresighting and scenario planning as ways to face uncertainty regarding the future. Dr. Culver grew up in the Okanagan, left to see the world, and came home in 2011 after two decades of working in a variety of roles including research and development collaborations with major international firms in the energy, transport, and construction sectors. His experience includes holding the Econoving International Chair in Eco-Innovation in the UniverSud Paris consortium of universities.

Internal Circulation:
Divisional Director, Communications & Information services
Divisional Director, Community Planning & Real Estate
Divisional Director, Infrastructure

Considerations not applicable to this report:
Legal/Statutory Authority
Legal/Statutory Procedural Requirements
Existing Policy
Financial/Budgetary Considerations
Personnel Implications
External Agency/Public Comments
Communications Comments
Alternate Recommendation

Submitted by:

R. Villarreal, Regional Planning Manager (Project Manager for Strategic Visioning Project)

Approved for inclusion: A. Newcombe, Divisional Director Infrastructure

Attachment 1 – Dr. Keith Culver Presentation

cc: Divisional Director, Community Planning & Real Estate
Divisional Director, Active Living & Culture
Divisional Director, Civic Operations
Divisional Director, Communications & Information Services
Divisional Director, Corporate & Protective Services
Divisional Director, Human Resources & Corporate Performance
Director, Business and Entrepreneurial Development

“Making the Most of Uncertainty”

Keith Culver PhD
Professor of Management, UBC
Penticton High graduate

(Gentle and constructive provocation of thought by a former picker of soft and hard fruits, driver of tractors, irrigation mover, waiter of Okanagan tables, etc.)

The take-home message:

A 21st century city's long-term prosperity depends on its capacity to make friends with uncertainty.

Let's have a vision, strategy, and plan ready to take advantage of the unexpected.

Just four steps…

1. What does a vision have to do with uncertainty?
2. 'Possibilistic' thinking in response to uncertainty
3. Key uncertainties facing Kelowna in the 21st century:
   - Who will live here?
   - What will this place be like?
   - What will everyone be doing?
4. Resilient planning

1. What does a vision have to do with uncertainty?

- High probability = easy planning
- Low probability = difficult or impossible to plan
- *Uncertainty* = lack of evidence for probabilistic judgment of where known facts or trends may lead…

1. What does a vision have to do with uncertainty?

- **25 year strategies are near-term reliable, long-term unreliable**
- **Periodic planning for probabilities may miss opportunities to prepare for uncertain but high-impact possibilities**
- **Looking *beyond* 25 year strategies makes for possibility-ready *resilient* 25 year strategies**

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Flawed earthquake predictions gave Fukushima a false sense of security

Japanese put their faith in a system that has consistently failed to predict the risk of major earthquakes, says scientist

Ian Sample and **Justin McCurry**
theguardian.com, Wednesday 13 April 2011 17.18 BST

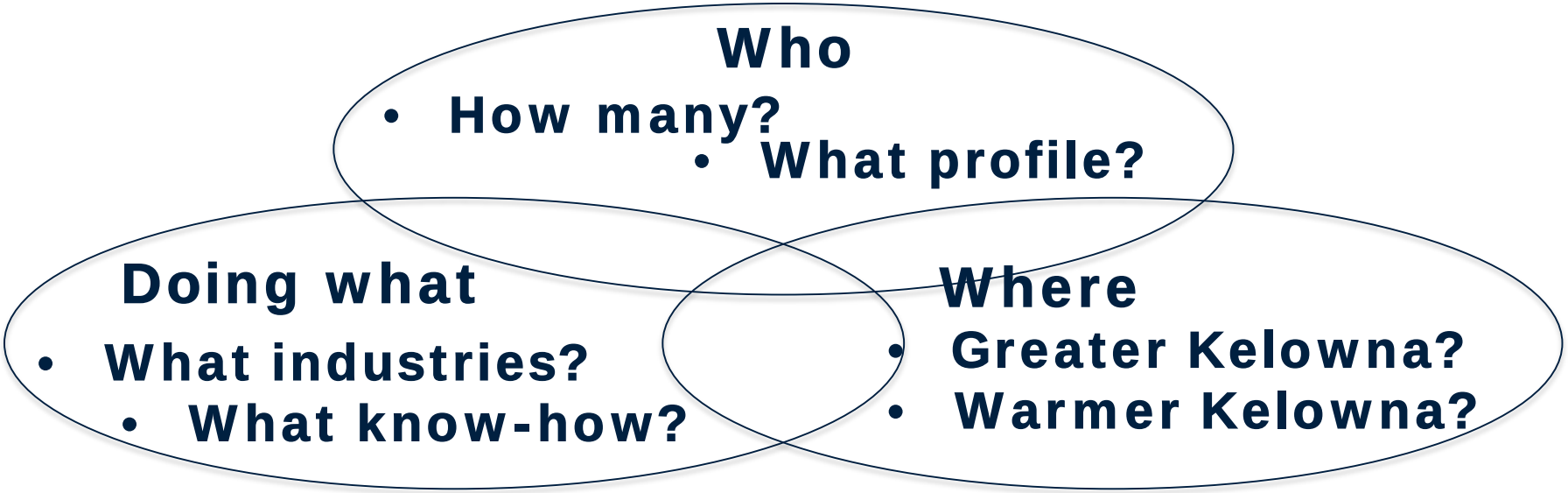
Jump to comments (32)

He said: "One thing that shocked me is that not only did the Federal Reserve's very sophisticated model completely miss (the crash on) September 15th, 2008, but so did the IMF, so did JP Morgan, which was forecasting American economic growth three days before the crisis hit, going up all through 2009 and 2010."

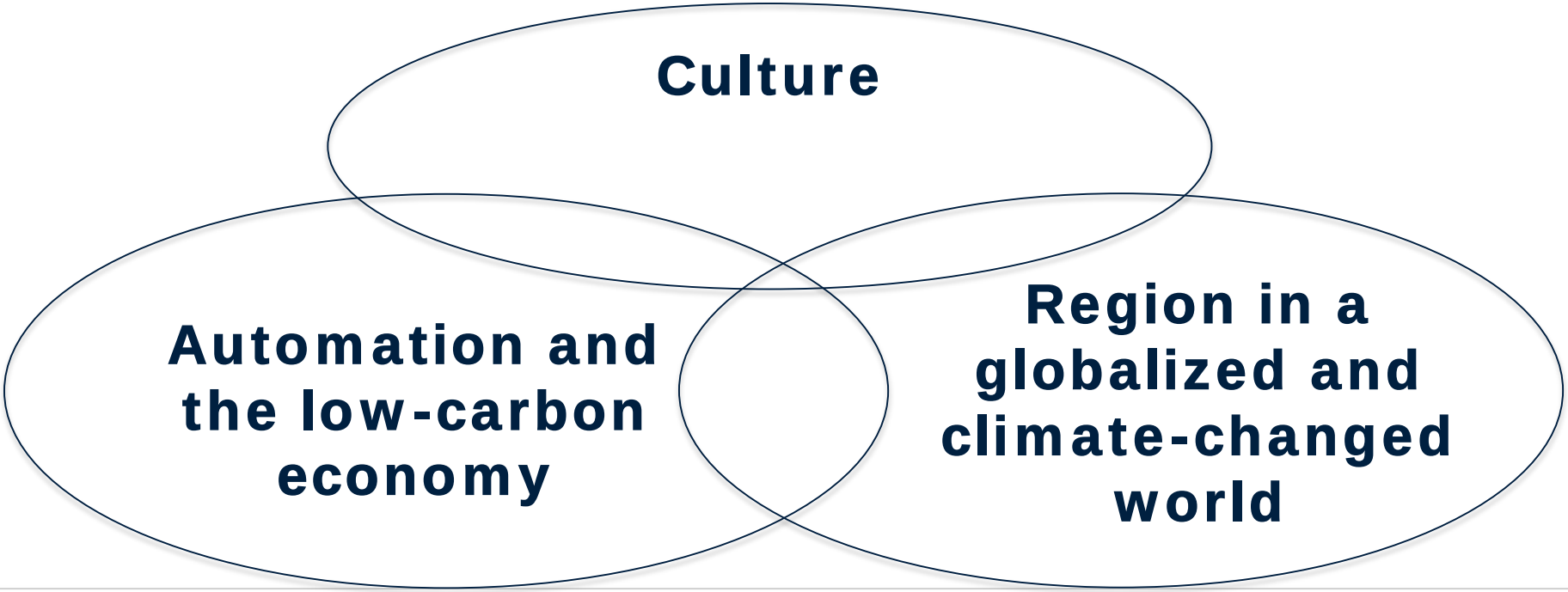
2. ‘Possibilistic’ thinking in response to uncertainty

- **Tomorrow’s future is made from today’s facts**
- **Opportunity and challenge lie with *high-impact* uncertainty about future facts**
- **We can imagine how today’s facts about high-impact uncertainty might create particular futures – and we can strategize to be ready for those futures**

3. High impact uncertainties facing Kelowna in the 21st century: who will live where doing what in Kelowna?



3. Key uncertainties facing Kelowna in the 21st century: who will live where doing what in Kelowna?



3. Key uncertainties – culture past

Chinese Freemasons, Kelowna

c. 1910 Kelowna's population was 10% Chinese.

3. Key uncertainties – culture

Kelowna today:

- Older than provincial and national averages
- More likely to have arrived via inter-provincial and intra—provincial migration than international migration.
- Less ethnically diverse than provincial and national averages

3. Key uncertainties – culture

Kelowna beyond 25 year planning:

- Older or younger than provincial and national averages?
- New to Kelowna or long-established in Kelowna?
- Globally-engaged?

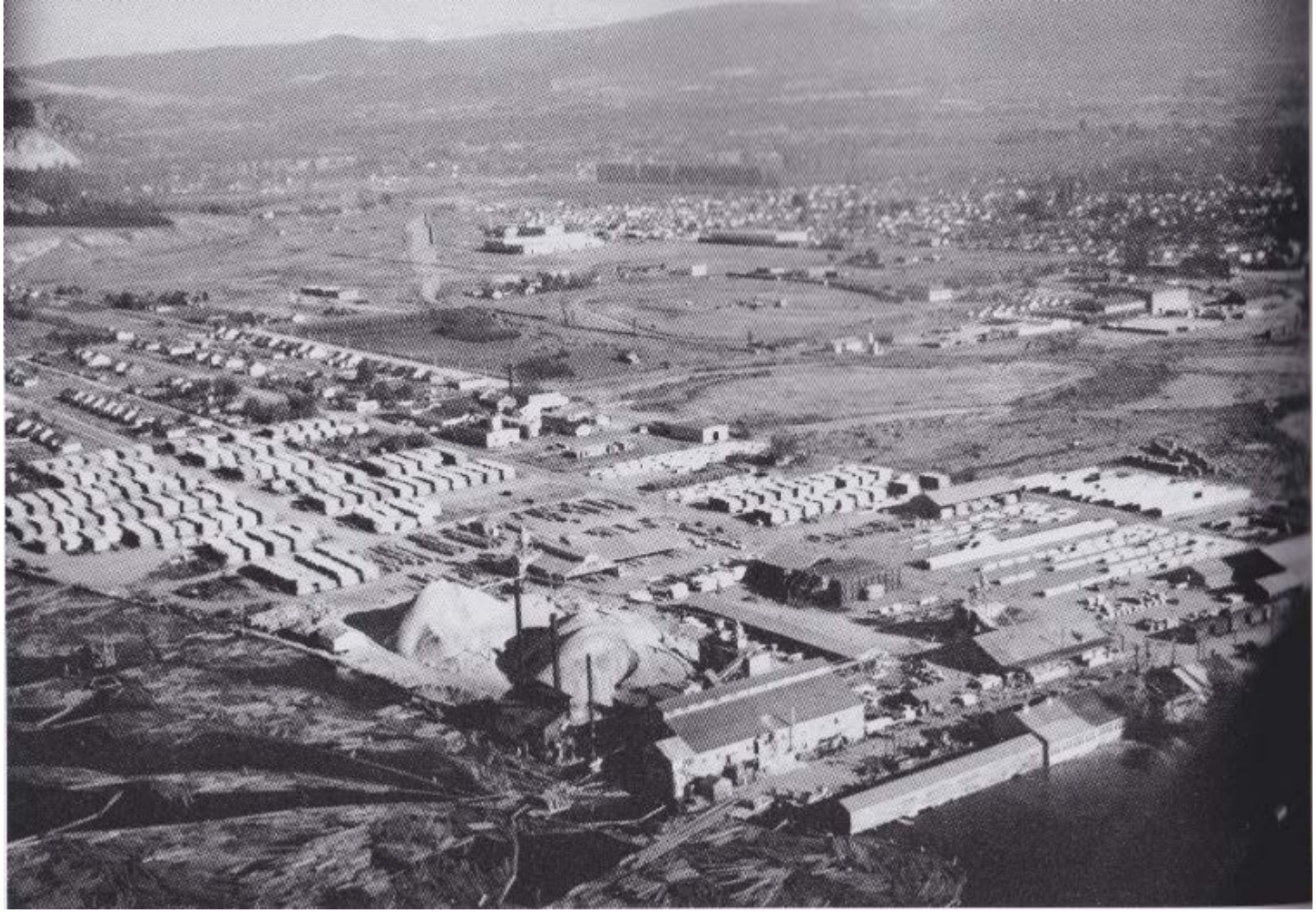
An uncertainty with impact:

Will our culture be multi-age, multi-lingual, multi-passport, multi-airmiles, globe-spanning in business and recreation?

3. Key uncertainties – work

"We look forward to the building of a permanent industry that will make for the greatest possible use of wood that is grown in this part of the province. We trust, when the trees we have planted this spring on our Forest Management License are harvested, this company will still be contributing to the economic welfare of the province and to a better standard of living for the citizens of the Okanagan Valley."

SM Simpson, 1957 letter to the City of Kelowna



Simpson mill, 1950s – 400-500 jobs

Robot starts work as greeter at Japanese department store

Humanoid robot Aiko Chihira uses sign language, can be programmed for other languages

Thomson Reuters Posted: Apr 20, 2015 1:41 PM ET | Last Updated: Apr 20, 2015 2:24 PM ET

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Robots

Amazon moves one step closer toward army of warehouse robots

Robotics competition prize for best warehouse-working 'picker' machine awarded to robot designed by Dutch team

Sam Thielman in New York

@samthielman

Tuesday 5 July 2016 20.15 BST

Shares 345 Comments 110

Save for later

Kiva robots transport goods at an Amazon Fulfillment Center, ahead of the Christmas rush, in Tracy, California in 2014. Photograph: Noah Berger/Reuters

Meet the oil patch fly boys

NATHAN VANDERKLIPPE

CALGARY — The Globe and Mail
Published Saturday, Jan. 21, 2012 8:00AM EST
Last updated Monday, Jan. 23, 2012 1:48PM EST

0 Comme

Ryan Whitman: Lives in Kelowna, B.C. A facilities operator at a Devon oil sands site, Mr. Whitman flies himself to Calgary, then catches a private plane north. He moved to Kelowna from Calgary last September – a perk of being able to air-commute is you can choose where you live. "The weather is way better than Calgary," he says. "This is a possibility with the fly-in, fly-out job." Plus, the seven straight days off are a perfect time for mini-vacations, like riding a motorcycle around B.C. The schedule, conversely, is good for days on, too: "Being able to be at work is kind of nice because then you can just focus on work."

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US and Canada promise to lead world to low-carbon economy

Countries previously seen as climate change villains present shared vision on cutting emissions as Justin Trudeau meets Barack Obama at White House

Obama: US and Canada 'fully united' in combating climate change

COLUMBIA

An uncertainty with impact:

How could the new generation of automation and transition to a low-carbon economy help or challenge Kelowna?

3. Key uncertainties – Region in a globalized and climate-changed world

- Yes, Kelowna weather will be warmer, wetter (but much less snow), with summer droughts.
- What does climate change mean for Kelowna's 'relative regionality' in an urbanizing world?

UNFPA United Nations Population Fund

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Urbanization

Overview

The world is undergoing the largest wave of urban growth in history. More than half of the world's population now lives in towns and cities, and by 2030 this number will swell to about 5 billion. Much of this urbanization will unfold in Africa and Asia, bringing huge social, economic and environmental transformations.

The Telegraph

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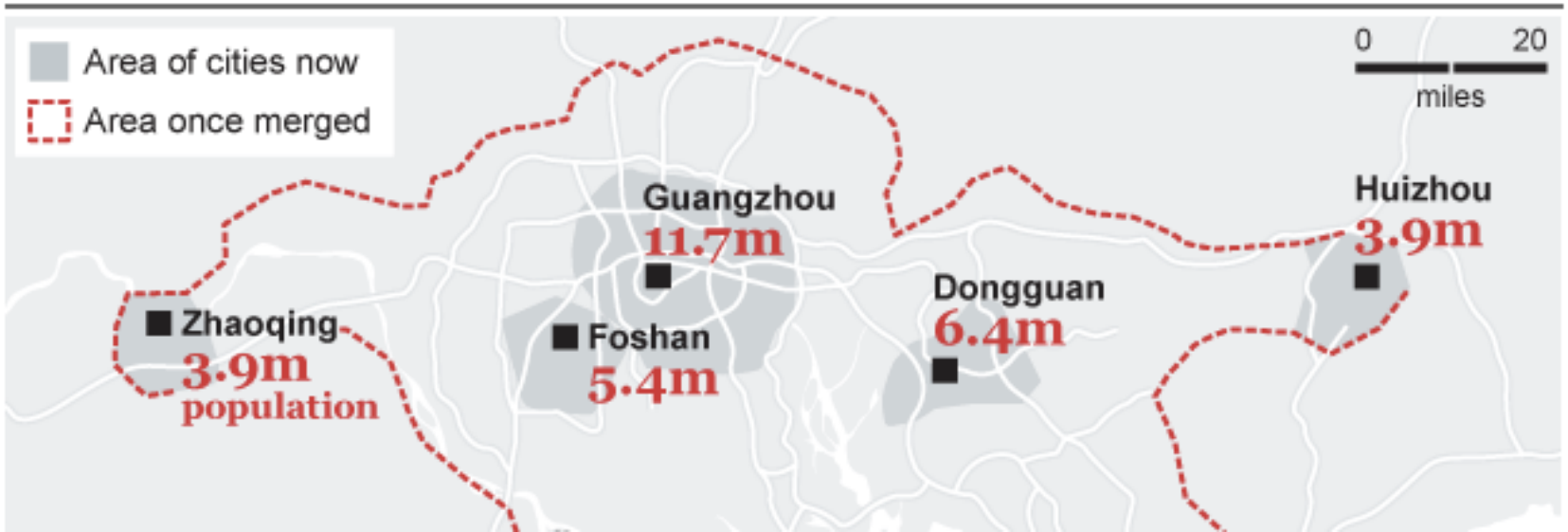
China to create largest mega city in the world with 42 million people

China is planning to create the world's biggest mega city by merging nine cities to create a metropolis twice the size of Wales with a population of 42 million.

10K 2K 11 211 12K Email



PENTICTON HERALD

Penticton only Okanagan city to see population shrink in 2015

Story Comments Print Font Size:

Recommend 40 Tweet G+1 0 Pin it 0 Share 2

Posted: Thursday, January 21, 2016 5:03 pm

Andrea Peacock Special to the Herald | 0 comments

Growing faster than the majority of the province, West Kelowna has bumped Penticton out of the No. 3 spot on the list of most populous cities in the Okanagan.

Population estimates from BC Stats indicate West Kelowna grew 5.3 per cent from 32,744 in 2014 to 34,484 in 2015.

Meanwhile, Penticton's population decreased by 0.25 per cent from 34,050 to 33,854.

An uncertainty with impact:

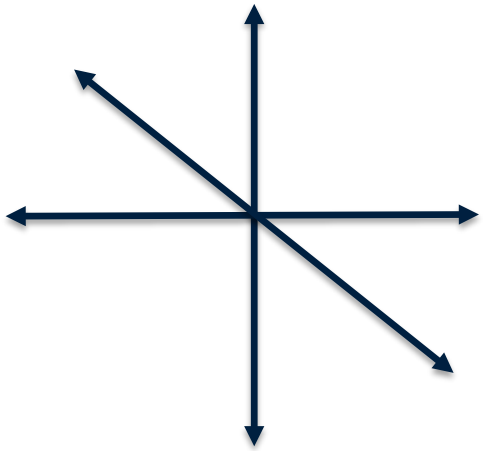
Whether (transboundary?) regional portal to world or end of road destination, what opportunities and challenges come from global climate change?

Let's make sense of complex chains of possibilities:

- 'Memories of the future'
- Stories of possibility aren't inherently positive or negative – there are *opportunities* in every scenario
- Adaptation to future possibilities can begin with choice now

Regional portal with minimal climate disruption of

Diverse and globe-trotting culture



Automation + low-carbon creates new niche jobs

Automation + low-carbon reduce total jobs without replacement

End-of-road destination with periodic disruptions

Cultural enclaves preferring the local

4. Resilient planning

Use **credible stories about high-impact uncertainties as:**

- ***Tests*** **of your vision and strategy for readiness to face the possible**
- ***'Radar'*** **seeing high-impact uncertainties becoming probabilities ready for planning**
- ***Shared 'memories of the future'*** **supporting council discussion about complex future situations…**

4. Resilient planning

Take home message redux:

The *best* vision, strategy and 'Plan A' are resilient across *both* probable and possible futures.

Holders of more than one 'Plan A' may be best poised to thrive in the 21st century – fail to plan, plan to fail.

“Making the Most of Uncertainty”

Keith Culver PhD
Professor of Management
Associate Dean for Regional Innovation Practice
UBC’s Okanagan Campus

REPORT TO COUNCIL

Date:	July 25th, 2016		
RIM No.	1250-30		
To:	City Manager		
From:	Community Planning Department (AC)		
Application:	Z16-0026	**Owner:**	Terrance and Joan Raisanen
Address:	1975 Kane Rd	**Applicant:**	Broadstreet Properties – Adam Cooper
Subject:	Rezoning Application		
Existing OCP Designation:	MRM – Multiple Unit Residential (Medium Density)		
Existing Zone:	A1 - Agriculture		
Proposed Zone:	RM5 – Medium Density Multiple Housing		

1.0 Recommendation

THAT Rezoning Application No. Z16-0026 to amend the City of Kelowna Zoning Bylaw No. 8000 by changing the zoning classification of Lot B, Section 33, Township 26, ODYD, Plan 22004, located on 1975 Kane Rd, Kelowna, BC from the A1 - Agriculture zone to the RM5 – Medium Density Multiple Housing zone, be considered by Council;

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

AND THAT final adoption of the Zone Amending Bylaw be subsequent to the following:

> To the outstanding conditions identified in Attachment "A" associated with the report from the Community Planning Department dated June 20th 2016.

2.0 Purpose

To rezone the subject properties to the RM5 – Medium Density Multiple Housing zone to facilitate a proposed 119 unit multi-family rental project with two 5-storey buildings.

3.0 Community Planning

The Official Community Plan (OCP) Future Land Use Map identifies the area as MRM - Medium Density Multiple Residential. A rezoning to the RM5 zone is consistent with this designation and the proposal for a multi-family building meets many of the OCP's urban infill goals. Adding additional density within a village centre increases the viability of the nearby commercial area and walkability within the neighbourhood. Residents are only metres from the Glenmore Village shopping centre. Further, additional density is well supported in this area by nearby parks,

outdoor amenities, transit, and the site is on a direct route to UBCO once John Hindle Drive is completed. The location has a Walk Score of 65 out of 100 which means it is somewhat walkable and some errands can be accomplished on foot. The applicant intends to market the housing as rental. By providing a rental housing product, the applicant will qualify for a tax exemption. Data from the CMHC's fall 2015 Rental Market Report indicates that:

- Kelowna's apartment vacancy rate declined to 0.7% in October 2015 compared to 1.0% in October 2014.
- Kelowna's apartment availability rate declined to 0.9% in October 2015 compared to 1.7% in October 2014.

Therefore, increasing the rental supply will benefit the Kelowna housing market. Based upon the above rationale, Staff are recommending support to Council for the land use. It should be noted that the details of the proposed Development Permit have not been finalized and will require four variances that will be brought forth for Council's consideration should Council choose to support the land use. The four variances are:

1. Increase in height from 4 stories to 5 stories
2. Decrease in the number of parking stalls required from 184 to 153 stalls (~17%).
3. Side yard (west) landscape buffer reduction from 3.0 m to 1.22 m.
4. Rear yard landscape buffer reduction from 3.0m to <3.0m (tbd).

4.0 Proposal

4.1 Project Description

The subject property is currently vacant. The proposal is for a 119-unit rental apartment building with a mix of 1, 2, & 3 bedroom units. The proposal has ground-oriented units along Kane Rd and along Valley Rd. The form and character will be commented on further by Staff when the Development Permit is ready for review.

4.2 Site Context

The site is located within the Glenmore Village Centre neighbourhood. The subject property is designated MRM (Multiple Residential – Medium Density) and the lot is within the Permanent Growth Boundary. Specifically, the adjacent land uses are as follows:

Orientation	Zoning	Land Use
North	C3 – Neighbourhood Commercial	Commercial
East	RU1 – Large Lot Housing A1 - Agriculture	Residential Agriculture
South	RM3 – Low Density Multiple Housing	Residential
West	RM3 – Low Density Multiple Housing RM5 – Medium Density Multiple Housing	Vacant Residential

Subject Property Map: 1975 Kane Rd

4.3 Zoning Analysis Table

Zoning Analysis Table		
CRITERIA	**RM5 ZONE REQUIREMENTS**	**PROPOSAL**
Development Regulations		
Height	18.0 m / 4.5 storeys	tbd / 5 storeys ❶
Front Yard (north)	Min 6.0 m except for 1.5 m for ground oriented housing	6.0 m 7.22 m
Side Yard (east)	4.5 m (up to 2 ½ storeys) 7.0 m (above 2 ½ storeys)	6.0 m 7.22 m
Side Yard (west)	4.5 m (up to 2 ½ storeys) 7.0 m (above 2 ½ storeys)	> 4.5 m
Rear Yard (south)	9.0 m	>9 m
Site coverage of buildings	40 %	29%
Site coverage of buildings, driveways & parking	65 %	58 %
FAR	1.1 + (0.04 to 0.1) = 1.14 to 1.2 Max	1.18
Parking Regulations		

Zoning Analysis Table		
CRITERIA	**RM5 ZONE REQUIREMENTS**	**PROPOSAL**
Minimum Parking Requirements	184 parking stalls	74 stalls in parkade + 79 surface stalls = 153 parking stalls ❷
Ratio of Parking Stalls	Full size: 50% Min Medium Size: 40% Max Small Size: 10% Max	Full size: 63.7% (96 stalls) Medium Size: 36.3% (55 stalls) Small Size: 0% (0 stalls) 2 Accessible
Minimum Drive Aisle Width	7.0 m	7.0 m
Setback (Parking)	1.5 m	tbd
Other Regulations		
Minimum Bicycle Parking Requirements	Class 1: 60 bikes Class 2: 12 bikes	Class 1: 60 bikes Class 2: 40 bikes
Private Open Space	29,762 ft^2	33,025 ft^2
Landscape Buffer	Front yard: 3.0 m Side yard: 3.0 m Rear yard: 3.0 m	Front yard: 6.0 m Side yard (east): 6.0m Side yard (west): 1.22 m ❸ Rear yard: <3.0 m ❹
❶ Variance to increase the building's height. ❷ Variance to reduce the number of parking stalls. ❸ Variance to reduce the landscape buffer (side yard - west) ❹ Variance to reduce the landscape buffer (rear yard)		

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.

Sensitive Infill.[2] Encourage new development or redevelopment in existing residential areas to be sensitive to or reflect the character of the neighbourhood with respect to building design, height and siting.

6.0 Technical Comments

6.1 Building & Permitting Department

1) Development Cost Charges (DCC's) are required to be paid prior to issuance of any Building Permit(s).
2) Placement permits are required for any sales or construction trailers that will be on site. The location(s) of these are to be shown at time of development permit application.

[1] City of Kelowna Official Community Plan, Policy 5.2.3 (Development Process Chapter).
[2] City of Kelowna Official Community Plan, Policy 5.22.6 (Development Process Chapter).

3) A Building Code analysis is required for the structure at time of building permit applications, but the following items may affect the form and character of the building(s):
    a. Any security system that limits access to exiting needs to be addressed in the code analysis by the architect.
    b. Access to the roof is required per NFPA and guard rails may be required and should be reflected in the plans if required.
4) A Geotechnical report is required to address the sub soil conditions and site drainage at time of building permit application.
5) Fire resistance ratings are required for storage, janitor and/or garbage enclosure room(s). The drawings submitted for building permit is to clearly identify how this rating will be achieved and where these area(s) are located.
6) An exit analysis is required as part of the code analysis at time of building permit application. The exit analysis is to address travel distances within the units, number of required exits per area, door swing direction, handrails on each side of exit stairs, width of exits etc.

6.2 Development Engineering Department

See Memo (Attachment 'A') dated June 20th 2016

6.3 Fire Department

1) Construction fire safety plan is required to be submitted and reviewed prior to construction and updated as required.
2) Engineered Fire Flow calculations are required to determine Fire Hydrant requirements as per the City of Kelowna Subdivsion Bylaw #7900. Should a hydrant be required on this property it shall be operational prior to the start of construction and shall be deemed a private hydrant
3) This building shall be addressed off of the street it is accessed from. A visible address must be posted on this street as per City of Kelowna By-Laws.
4) Sprinkler drawings are to be submitted to the Fire Dept. for review when available.
5) A fire safety plan as per section 2.8 BCFC is required at occupancy. The fire safety plan and floor plans are to be submitted for approval in AutoCAD Drawing format on a CD.
6) Fire Department access is to be met as per BCBC 3.2.5. -
7) Approved Fire Department steel lock box acceptable to the fire dept. is required by the fire dept. entrance and shall be flush mounted
8) All requirements of the City of Kelowna Fire and Life Safety Bylaw 10760 shall be met.
9) Fire alarm system is to be monitored by an agency meeting the CAN/ULC S561 Standard.
10) Contact Fire Prevention Branch for fire extinguisher requirements and placement.
11) Fire department connection is to be within 45M of a fire hydrant - unobstructed.
12) Ensure FD connection is clearly marked and visible from the street.
13) Standpipes to be located on intermediate landings.
14) Sprinkler zone valves shall be accessible as per fire prevention bylaw.

15) Dumpster/refuse container must be 3 meters from structures or overhangs or in a rated room in the parking garage.

16) Do not issue BP unless all life safety issues are confirmed.

7.0 Application Chronology

Date of Application Received (incomplete):	April 29th 2016
Date Public Consultation (Public Open House):	July 4th 2016

Report prepared by:

_____
Adam Cseke

Reviewed by: ☐ Terry Barton, Urban Planning Manager

Approved for: ☐ Ryan Smith, Community Planning Department Manager

Attachments:
Engineering Memo (Attachment 'A')
DRAFT DP /DVP

CITY OF KELOWNA

MEMORANDUM

Date: June 20, 2016
File No.: Z16-0026

To: Land Use Management (AC)

From: Development Engineering Manager (SM)

Subject: 1975 Kane Rd at Valley Rd Lot B ODYD Plan 22004

The Development Engineering Branch comments and requirements regarding this application to rezone from A-1 Agriculture 1 zone to RM5 Medium Density Multiple Housing are as follows:

.1) General

a) The postal authorities must be contacted to determine whether or not a "community mailbox" will be utilized, and if so, its location should be determined and the proposed location shown on the construction plans. Please contact the Canadian Post Corporation, Delivery Services, P.O. Box 2110, Vancouver, B.C. V6B 4Z3 (604) 662-1381 in this regard.

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

c) Provide easements as may be required.

.2) Dedications

a) On the Kane Road frontage, provide an additional 2.6m dedication for a roadway allowance widening matching the adjacent parcels to the west.

b) Dedicate additional road allowance widening for a roundabout at the Valley Rd intersection

.3) Geotechnical Study.

a) Provide a comprehensive geotechnical report (3 copies), 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.**

SCHEDULE A
This forms part of development
Permit # Z16-0019
City of Kelowna

The Geotechnical reports must be submitted to the Planning and Development Services Department (Planning & Development Officer) for distribution to the Works & Utilities Department 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) Suitability of on-site disposal of storm water and sanitary waste, including effects upon adjoining lands.

ii) Recommendations for items that should be included in a Restrictive Covenant.

iii) Any special requirements that the proposed subdivision should undertake.

iv) Any items required in other sections of this document.

v) Recommendations for erosion and sedimentation controls for water and wind.

vi) Recommendations for roof drains and perimeter drains.

vii) Recommendations for construction of detention or infiltration ponds if applicable.

.4) Water

a) The property is located within the Glenmore Ellison Improvement District service area.

b) Ensure an adequately sized domestic water and fire protection system is in place. The developer is required to make satisfactory arrangements with the GEID for these items. All charges for service connection and upgrading costs are to be paid directly to the GEID.

.5) Sanitary Sewer

a) Provide an adequately sized sanitary sewer connection. Only one service is to be provided for this development.

b) Decommissioning of the existing small diameter service at the main and the installation of the new service will be at the applicant's cost. The estimated cost of construction for bonding purposes including 40% escalation is **$20,000**

c) Perform a downstream capacity analysis of the City's Sanitary Sewer system based on the proposed development unit count.

.6) Drainage

a) A requirement of this rezoning application will be to prepare a storm water management plan complete with a detailed Site Grading Plan including storm detention, erosion and sedimentation controls required onsite.

b) Show details of dedications, rights-of-way, setbacks and non-disturbance areas on the lot Grading Plan.

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.

.7) Roads

a) Kane Road is designated an urban collector road. Dedicate and construct the road to match the existing road section to the west and also construct the corner rounding at the Valley Road intersection so that it will also accommodate the construction of a future roundabout, including curb and gutter, separate sidewalk, storm drainage system with catch basins, road works, landscaped boulevard complete with underground irrigation system, and street lights. The estimated cost of construction for bonding purposes including 40% escalation is **$69,400**

b) On Kane Road a future asphalt overlay is required for the full road frontage up to the centre line of the road however, the City wishes to complete this work at a later date as part of a larger project; therefore cash in-lieu of construction is required. The deferred revenue cash amount is **$21,875**

c) Valley Road is designated an urban collector road. Construct to a full urban standard including monolithic sidewalk, curb and gutter, sidewalk, piped storm drainage system, road work and street lights. The estimated cost of construction for bonding purposes including 40% escalation is **$122,600**

d) Vehicle access to the subject property will be from Valley Road. It will be necessary to dedicate and construct a painted left turn bay for north bound traffic entering the site.

e) Other comments may be forthcoming pending submission of Development Permit Drawings for on-site and directly adjacent-to-site zones.

.8) Power and Telecommunication Services and Street Lights

b) Prior to issuance of Building Permit, the applicant must make servicing applications to the respective Power and Telecommunication utility companies. The utility companies are required to obtain the City's approval before commencing construction.

.9) Design and Construction

b) 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.

c) 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.

d) 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).

e) A "Consulting Engineering Confirmation Letter" (City document 'C') must be completed prior to submission of any designs.

f) Before any construction related to the requirements of this subdivision application commences, design drawings prepared by a professional engineer must be submitted to the City's Development Engineering Department. The design drawings must first be "Issued for Construction" by the City Engineer. On examination of design drawings, it may be determined that rights-of-way are required for current or future needs.

.10) Servicing Agreements for Works and Services

b) 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.

c) 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.

.11) Other Engineering Comments

b) Provide all necessary Statutory Rights-of-Way for any utility corridors required, including those on proposed or existing City Lands.

c) If any road dedication affects lands encumbered by a Utility right-of-way (such as BC Hydro Gas, etc.) please obtain the approval of the utility prior to application for final subdivision approval. Any works required by the utility as a consequence of the road dedication must be incorporated in the construction drawings submitted to the City's Development Manager.

.12) Bonding and Levey Summary

(a) Bonding

i)	Roadworks Kane Rd	$ 69,400
i)	Roadworks Valley Rd	$122,600
(i)	Sanitary Sewer	$ 20,000
(ii)	Storm Drainage Included in roadworks item	

Total bonding including 40% escalation **$ 212,000**

(iii) Watermain TBD by GEID
(iv) Power and communications TBD by others

(b) Cash Levy

(i) Future Asphalt Overlay Kane Rd Frontage **$ 21,875**

.13) Charges and Fees

b) Development Cost Charges (DCC's) are payable

c) Fees per the "Development Application Fees Bylaw" include:

i) Street/Traffic Sign Fees: at cost if required (to be determined after design).
ii) Survey Monument, Replacement Fee: $1,200.00 (GST exempt) – only if disturbed.
iii) Engineering and Inspection Fee: 3.5% of construction value (plus GST).

Steve Muenz, P. Eng.
Development Engineering Manager
JF

SCHEDULE A
This forms part of development
Permit # Z16-0019
City of Kelowna

SCHEDULE A & B
This forms part of development
Permit # Z16-0019
City of Kelowna

SCHEDULE A & B
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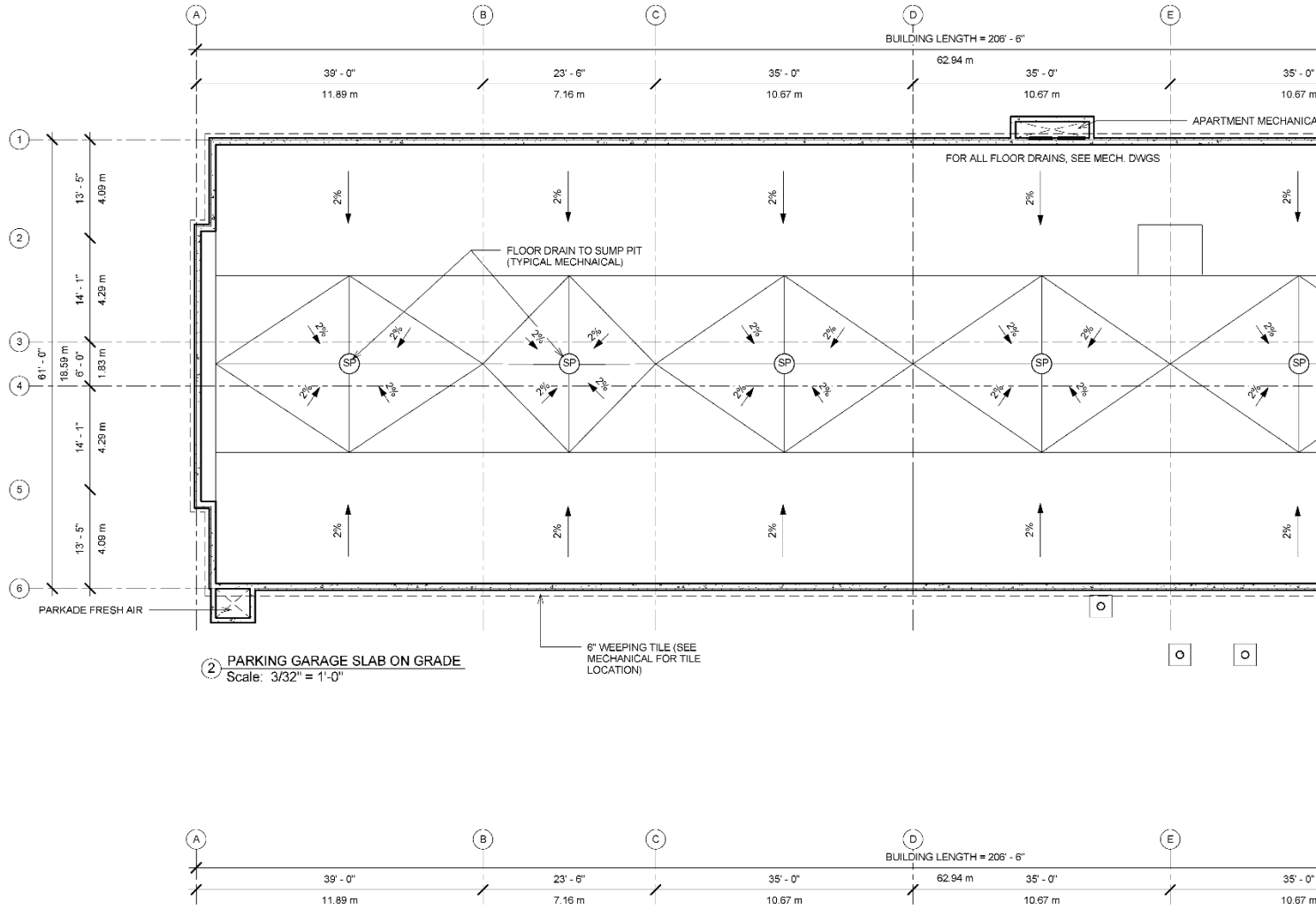
Permit # Z16-0019
City of Kelowna

1 RENDER 1 OF 2
Scale: NTS

2 RENDER 2 OF 4
Scale: NTS

SCHEDULE A & B
This forms part of development
Permit # Z16-0019
City of Kelowna

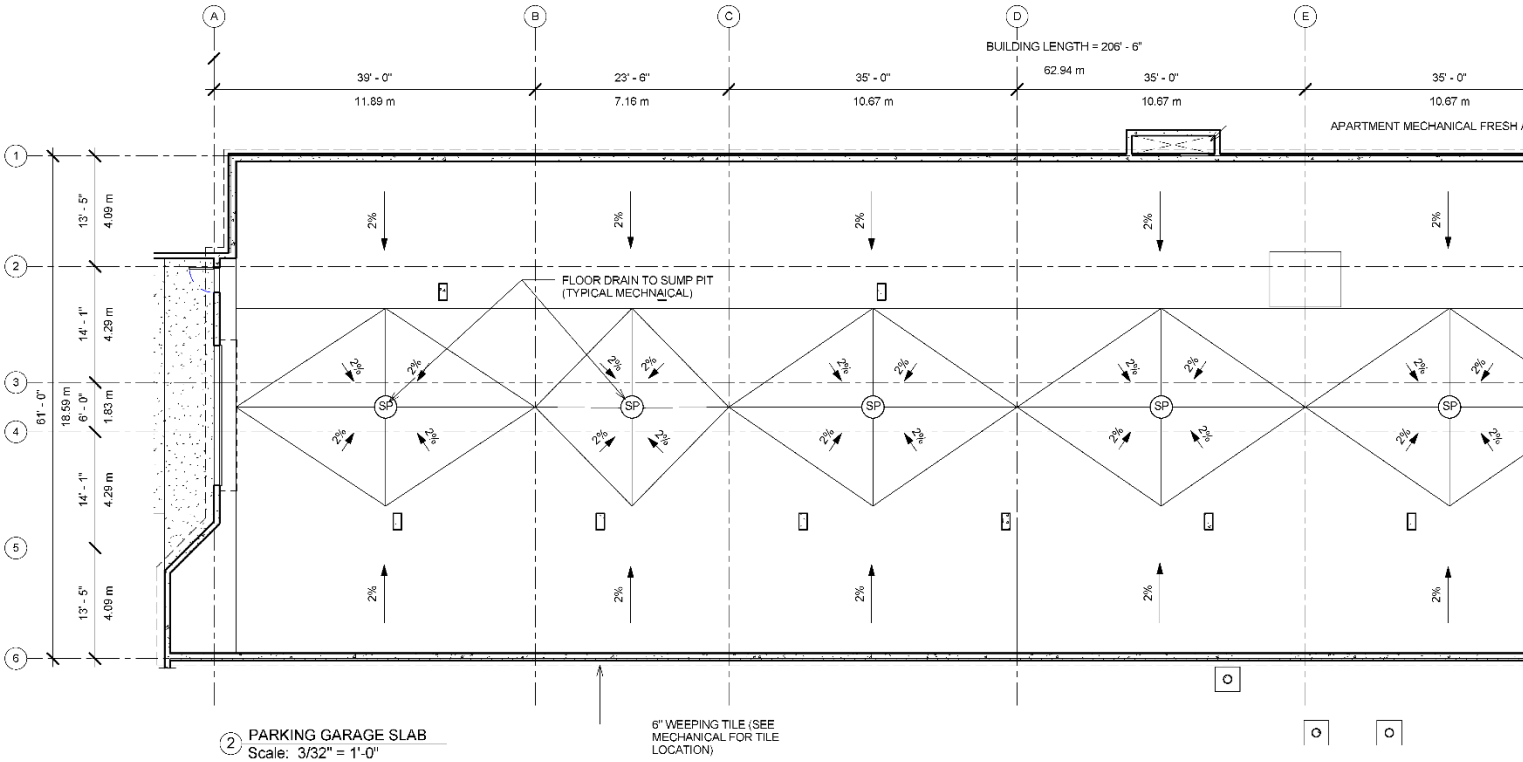


2 PARKING GARAGE SLAB ON GRADE
Scale: 3/32" = 1'-0"

A
B
C
D
E
BUILDING LENGTH = 206' - 6"
62.94 m
39' - 0"
11.89 m
23' - 6"
7.16 m
35' - 0"
10.67 m
35' - 0"
10.67 m
35' - 0"
10.67 m

SCHEDULE A & B
This forms part of development
Permit # Z16-0019

City of Kelowna



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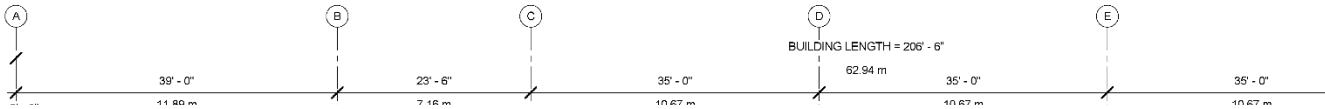

SCHEDULE A & B
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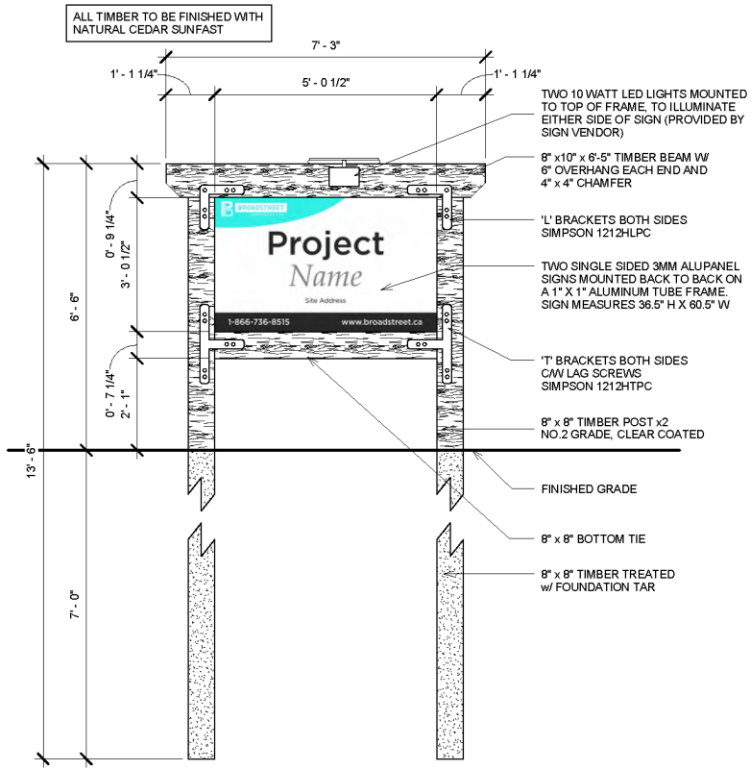
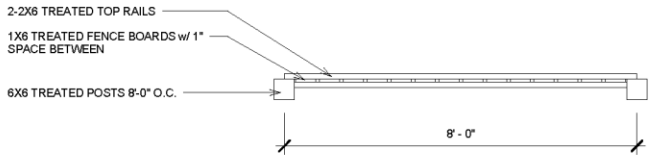
Permit # Z16-0019

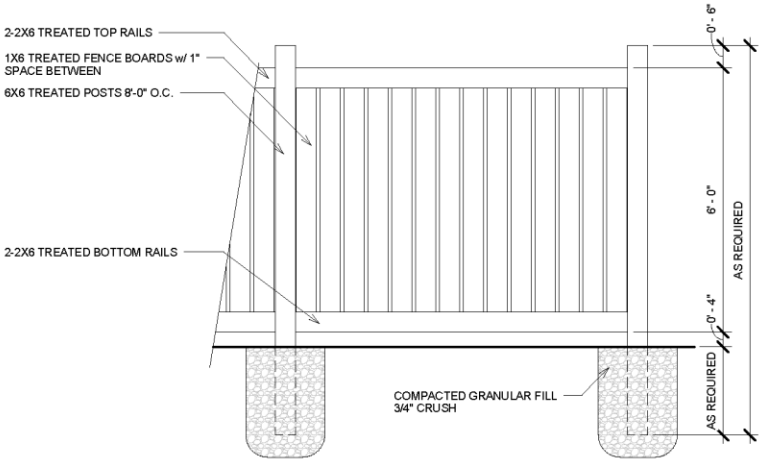
City of Kelowna



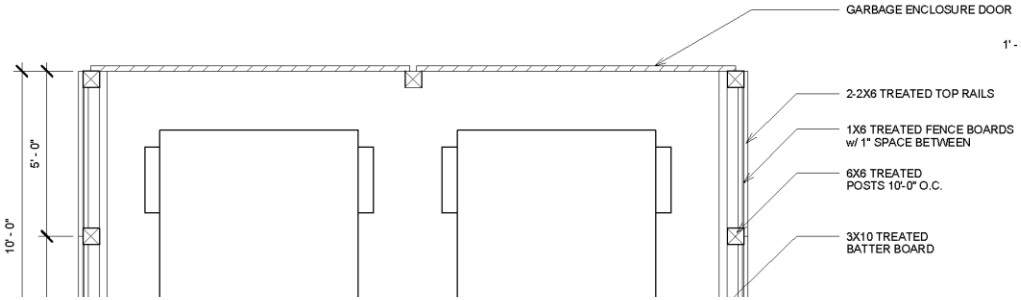
1 ENTRY SIGN
1/2" = 1'-0"

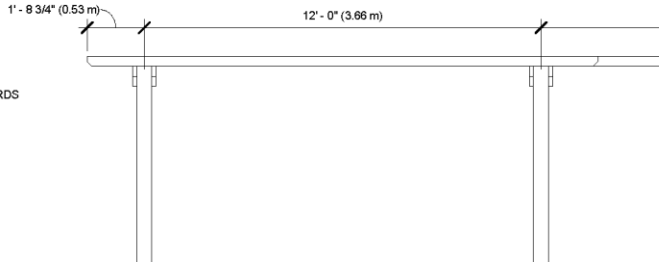


2 SITE FENCE PLAN DETAIL
1/2" = 1'-0"



3 SITE FENCE TYPE (1) ELEVATION DETAIL
1/2" = 1'-0"





SCHEDULE A & B
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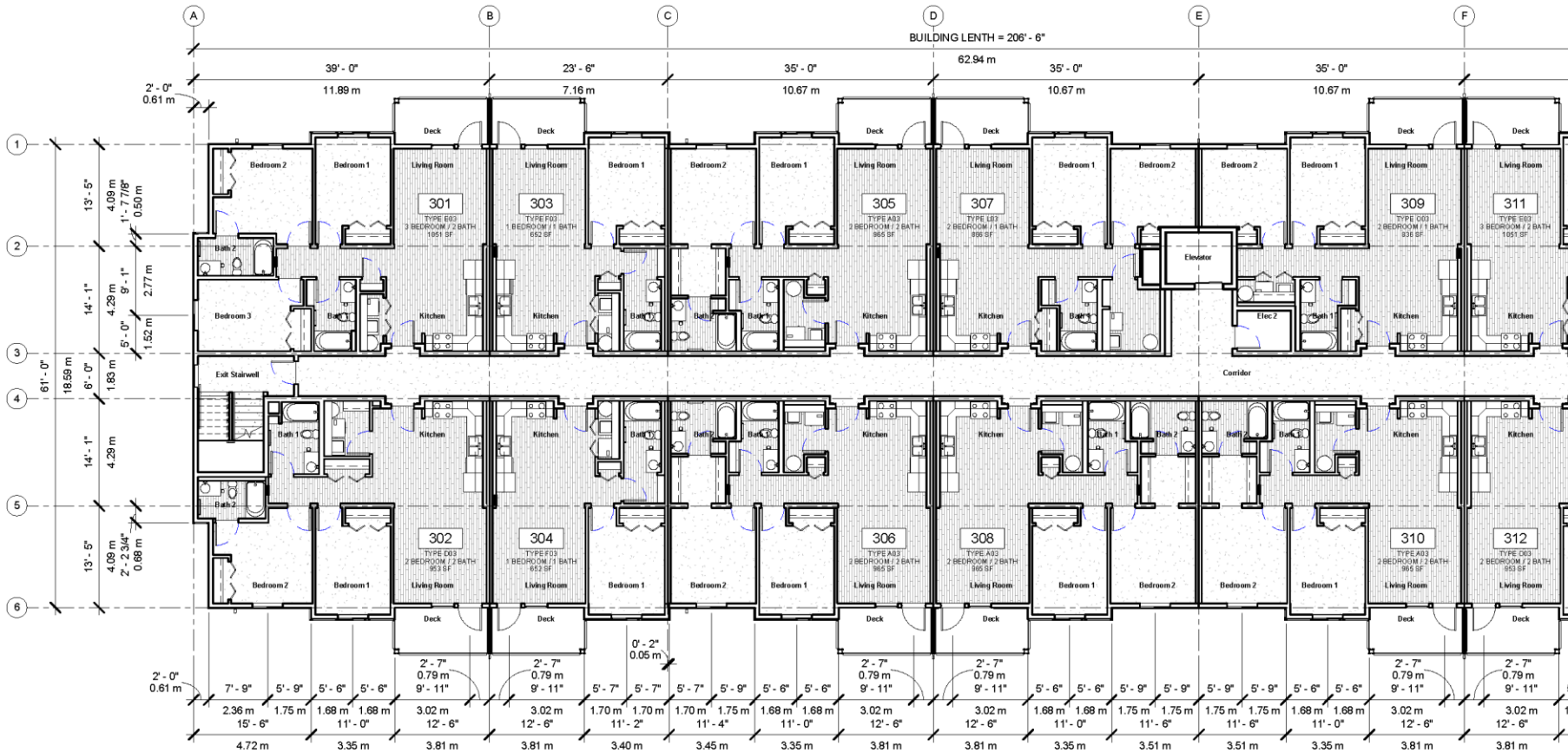
Permit # Z16-0019
City of Kelowna



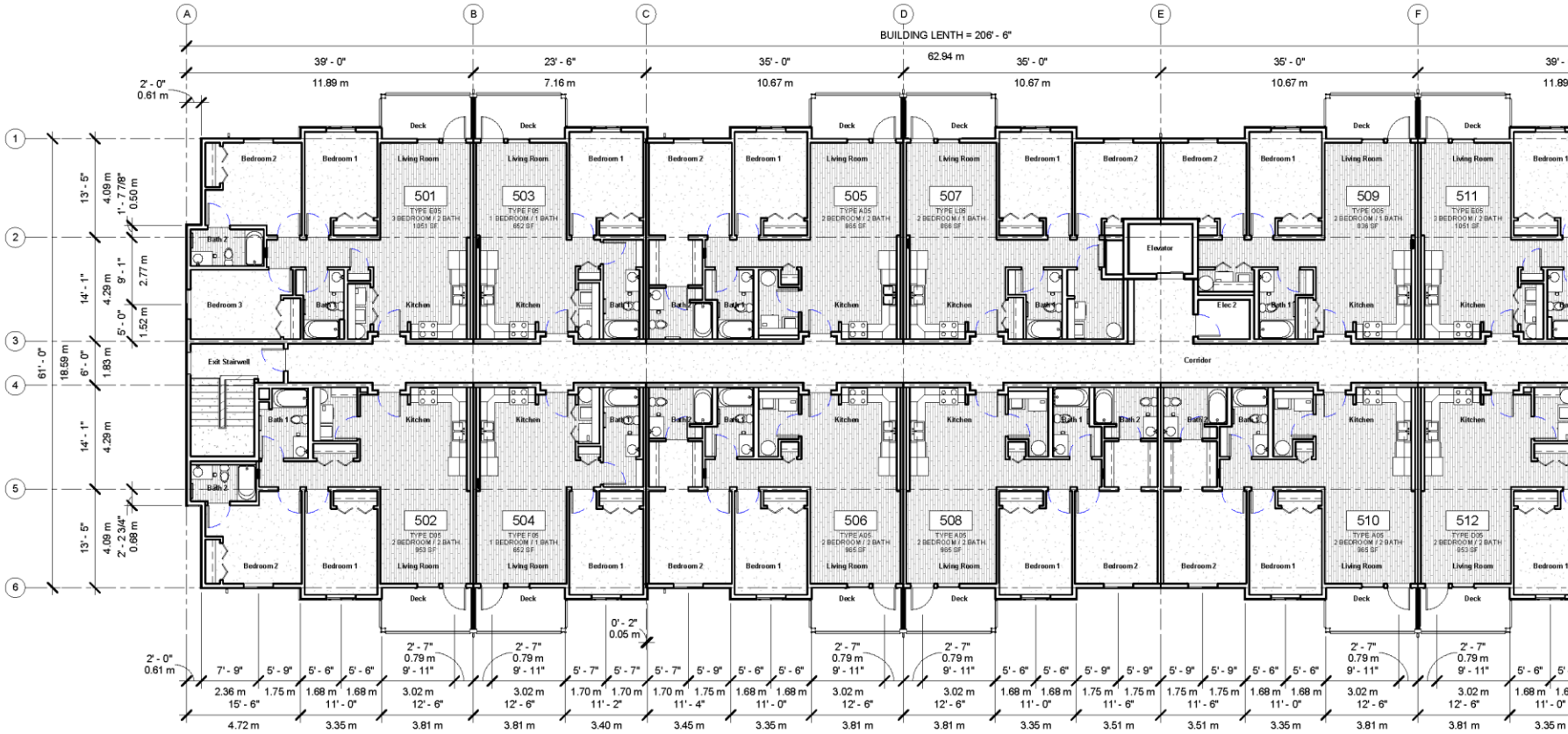
2 3RD FLOOR BUILDING PLAN
Scale: 3/32" = 1'-0"

GROSS FLOOR AREA = 1

NET FLOOR AREA = 1133

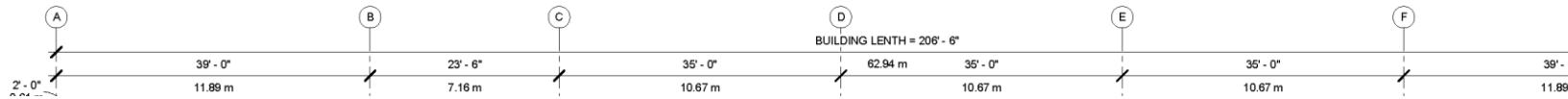
SCHEDULE A & B
This forms part of development
Permit # Z16-0019

City of Kelowna



2 5TH FLOOR BUILDING PLAN
Scale: 3/32" = 1'-0"

GROSS FLOOR AREA = 12703
NET FLOOR AREA = 11331.4 S



SCHEDULE A & B
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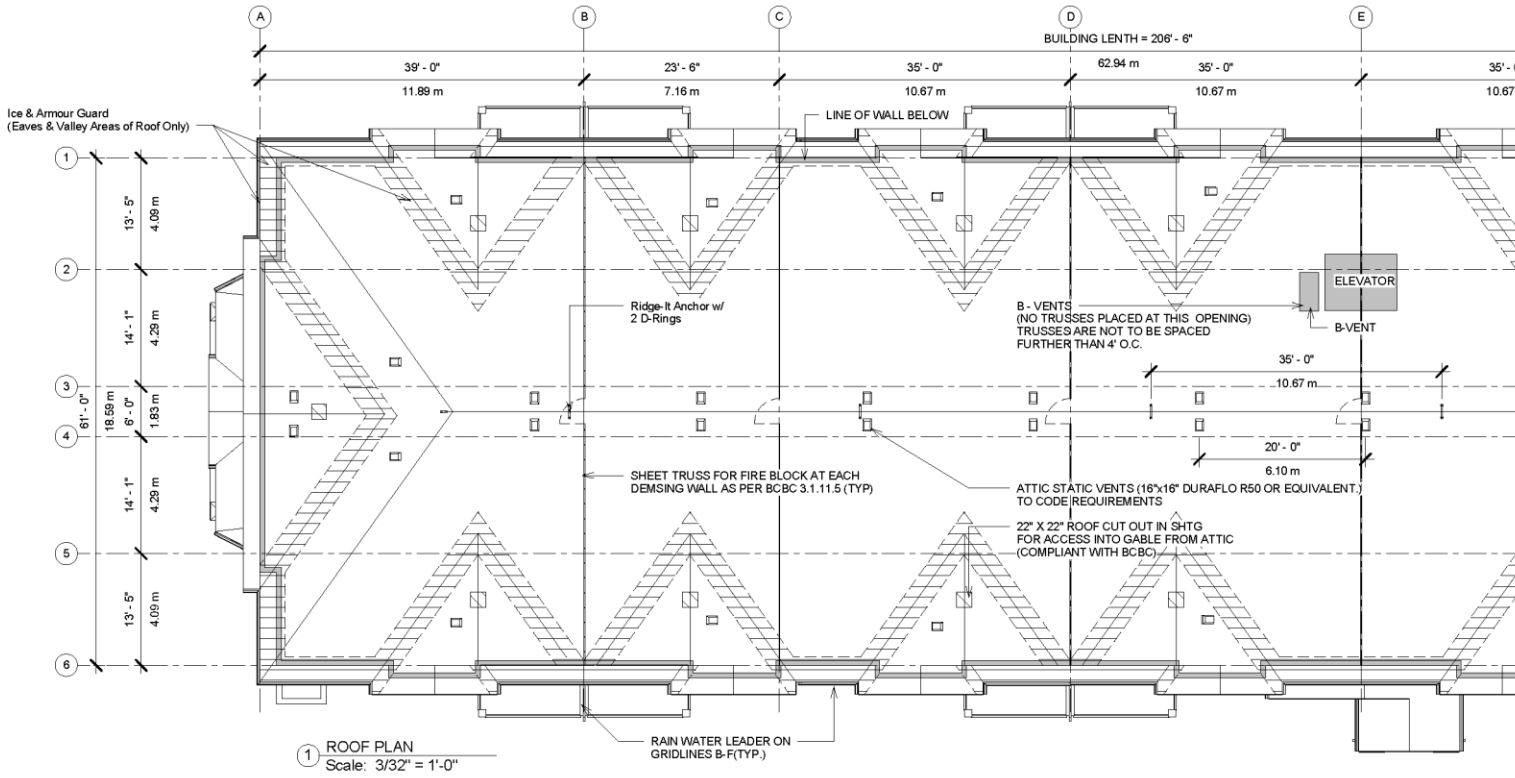
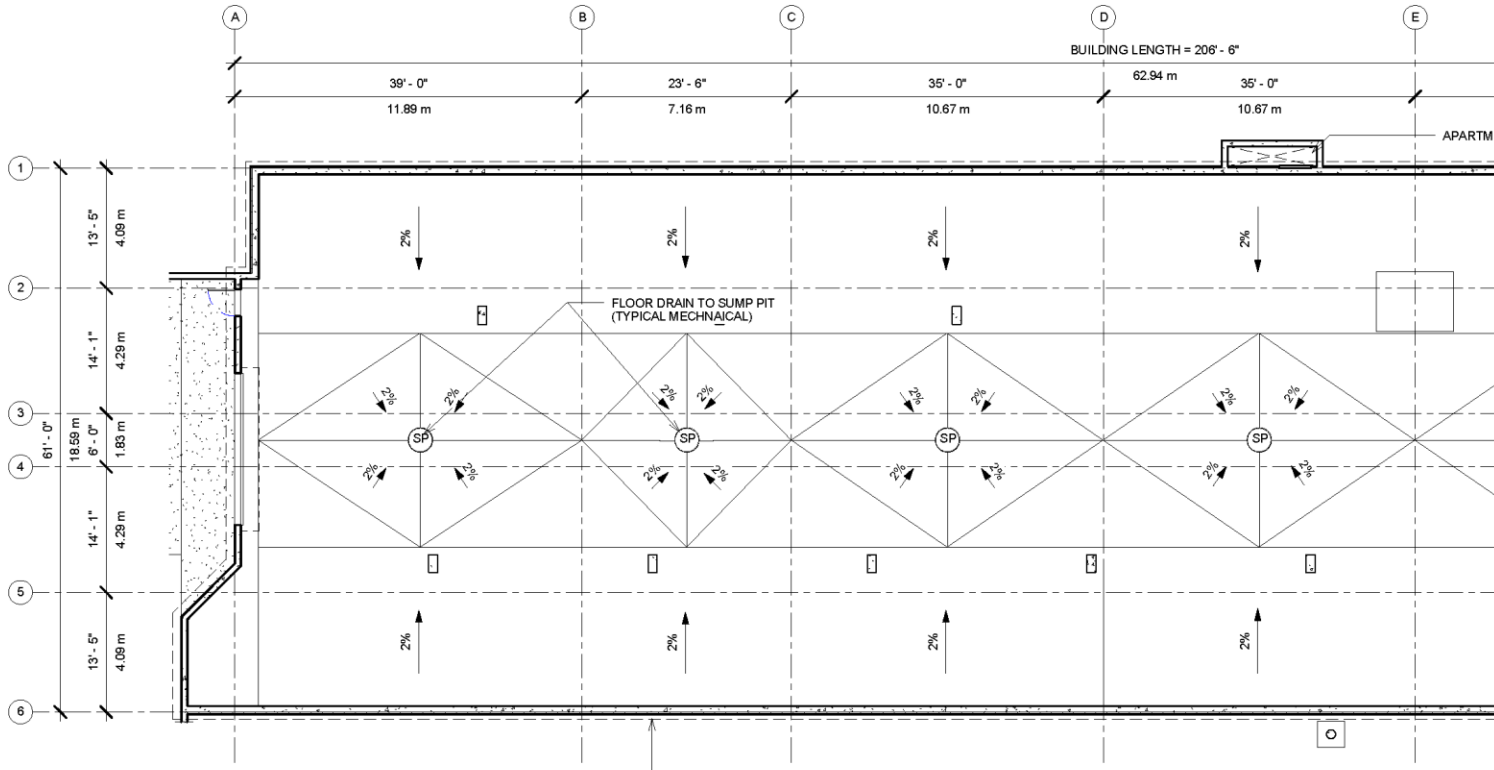
City of Kelowna



1 ROOF PLAN
Scale: 3/32" = 1'-0"

SCHEDULE A & B
This forms part of development
Permit # Z16-0019

City of Kelowna



2 PARKING GARAGE SLAB
Scale: 3/32" = 1'-0"

SCHEDULE A & B
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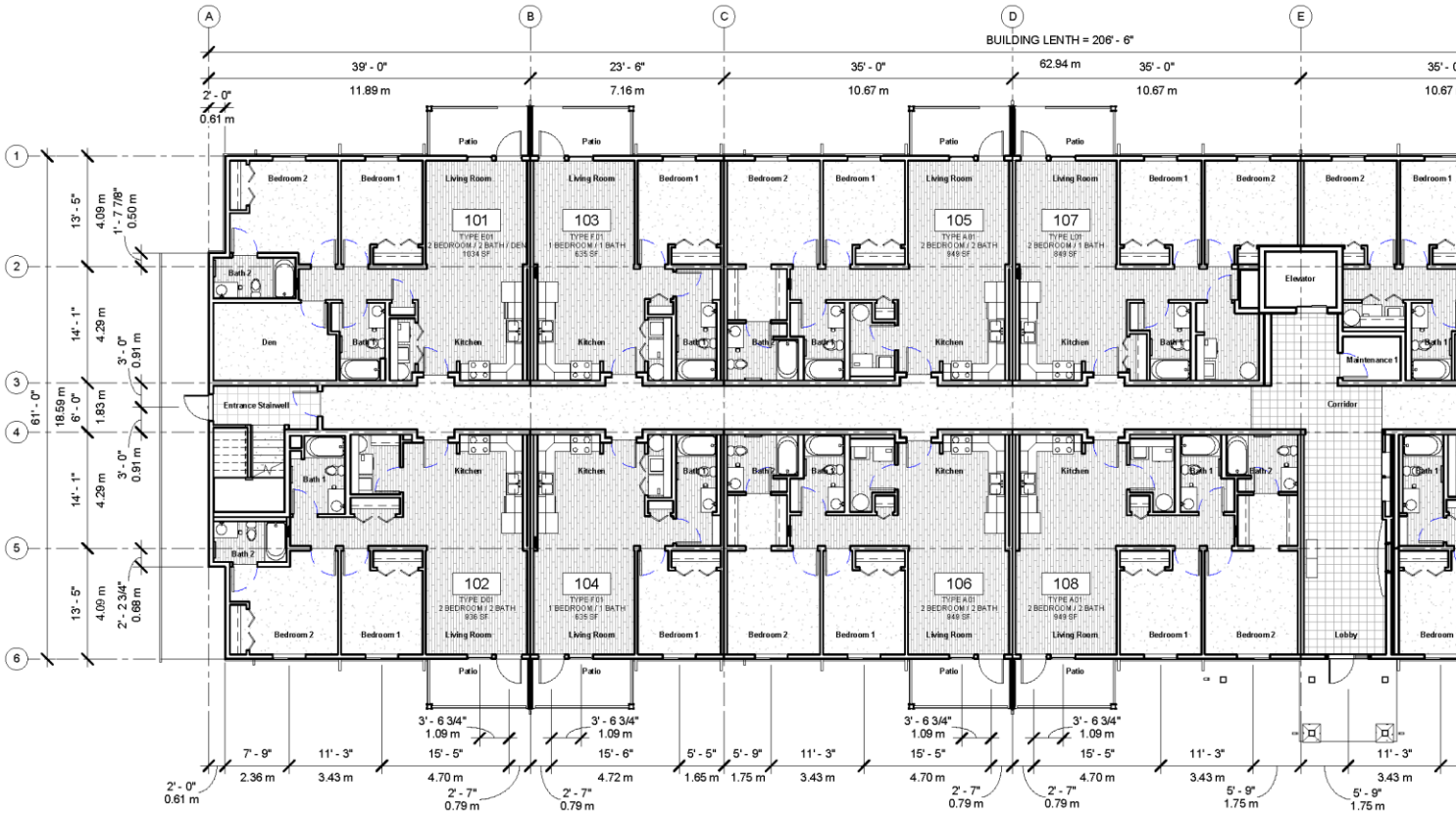
Permit # Z16-0019

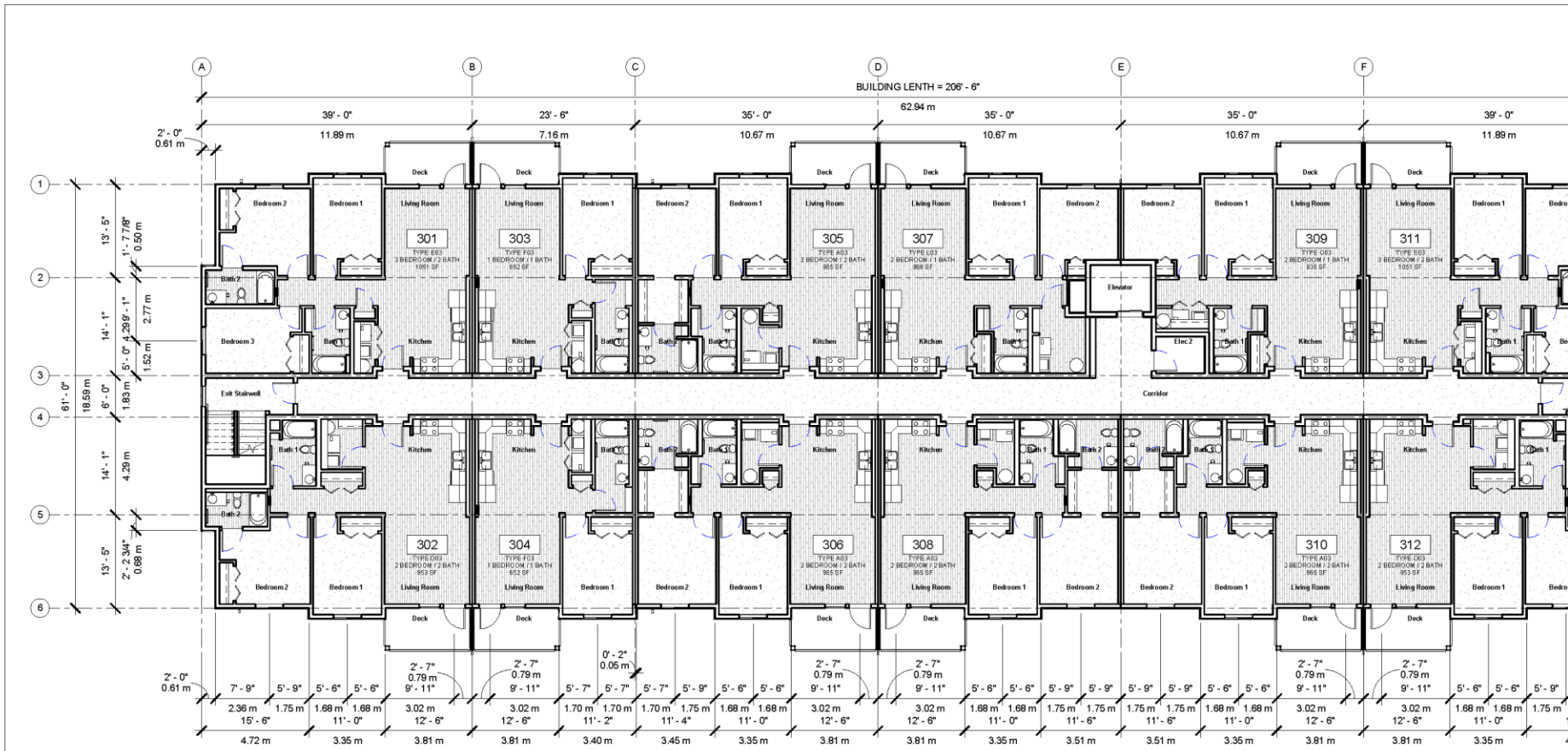
City of Kelowna



1 1ST FLOOR BUIDLING PLAN
Scale: 3/32" = 1'-0"

SCHEDULE A & B
This forms part of development
Permit # Z16-0019

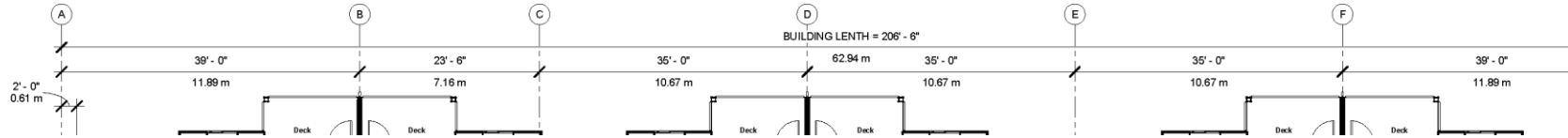
City of Kelowna



2 3RD FLOOR BUILDING PLAN
Scale: 3/32" = 1'-0"

GROSS FLOOR AREA = 12703.9

NET FLOOR AREA = 11331.4 SQ



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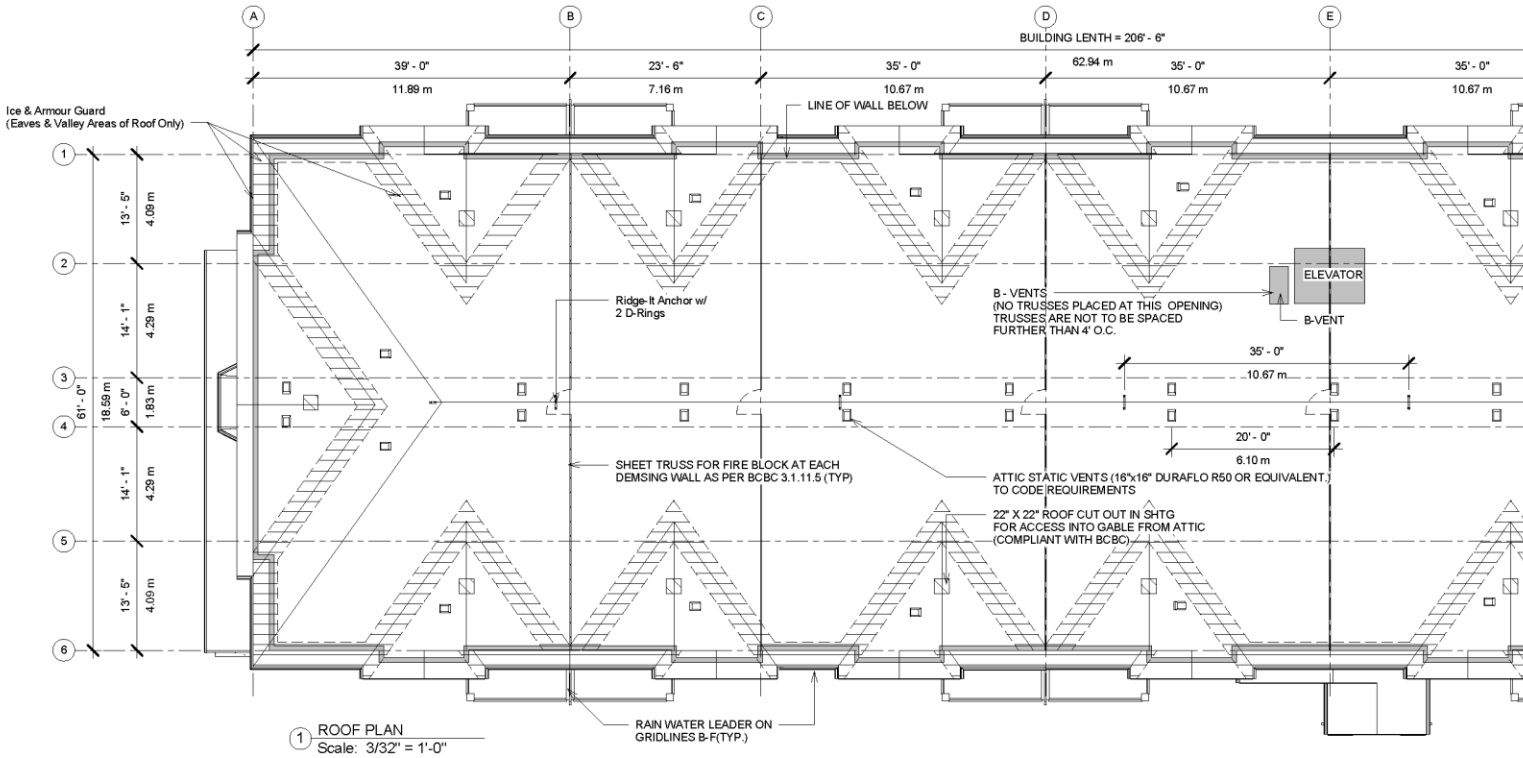


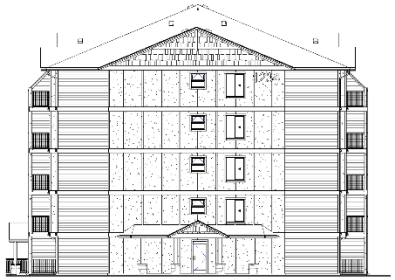
1 ROOF PLAN
Scale: 3/32" = 1'-0"

SCHEDULE A & B
This forms part of development
Permit # Z16-0019
City of Kelowna

1 FRONT ELEVATION
Scale: 3/32" = 1'-0"

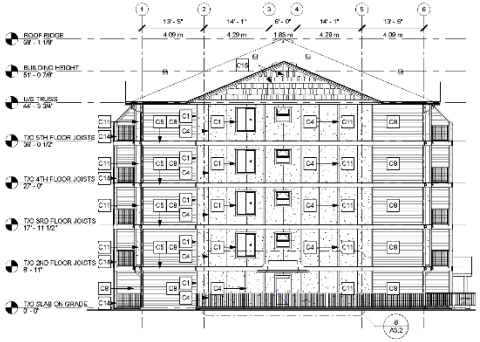
SCHEDULE A & B
This forms part of development
Permit # Z16-0019
City of Kelowna

1 FRONT ELEVATION
Scale: 3/32" = 1'-0"

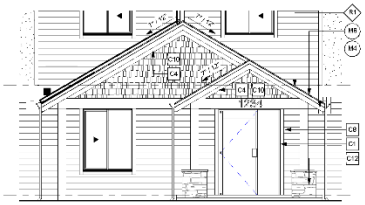


2 RIGHT ELEVATION
Scale: 3/32" = 1'-0"

3 BACK ELEVATION
Scale: 3/32" = 1'-0"



4 LEFT ELEVATION
Scale: 3/32" = 1'-0"



5 FRONT ENTRY ELEVATION
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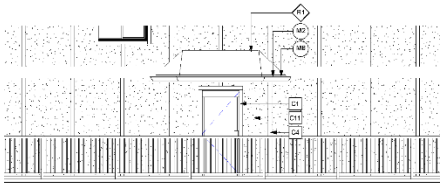


6 SIDE ENTRY ELEVATION
Scale: 1/4" = 1'-0"

	EXTERIOR CLADDING PRODUCT		
C0	DESCRIPTION	COLOR	LOCATION
C1	4" CEMENT BOARD TRIM	ARTIC WHITE	WINDOW & DOOR TRIM
C2	4" CEMENT BOARD TRIM	IRON GRAY	PARTITION WALL BALCONY LEVEL 1 - 2
C3	4" CEMENT BOARD TRIM	WOODSTOCK BROWN	PARTITION WALL BALCONY LEVEL 3 - 5
C4	4" CEMENT BOARD TRIM	NAVAJO BEIGE	BUMP OUT & END WALLS
C5	12" CEMENT BOARD TRIM	ARTIC WHITE	VERTICAL / HORIZONTAL PARTITIONS
C6	12" CEMENT BOARD TRIM	IRON GRAY	VERTICAL PARTITION
C7	12" CEMENT BOARD TRIM	WOODSTOCK BROWN	VERTICAL PARTITION
C8	PLANK - CEDARMIL	IRON GRAY	LEVEL 1 - 2
C9	PLANK - CEDARMIL	WOODSTOCK BROWN	LEVEL 3 - 5
C10	SHINGLE - STRAIGHT	NAVAJO BEIGE	GABLES
C11	PANEL - CEDARMIL NG	NAVAJO BEIGE	BUMP OUT / BUILDING ENDS
C12	CULTURED STONE	EUCALYPTUS COUNTRY LEDGESTONE	FRONT CANOPIES POSTS & BUILDING ENDS
C13	6" CEMENT BOARD TRIM	ARTIC WHITE	WALK OUT DOOR TRIM
C14	2" CEMENT BOARD TRIM	ARTIC WHITE	COLUMN TRIM
C15	6" CEMENT BOARD TRIM	WOODSTOCK BROWN	DECORATIVE GABLE FEATURE

	EXTERIOR METAL PRODUCT		
M0	DESCRIPTION	COLOR	LOCATION
M1	ALUMINUM DOWNSPOUTS	BLACK	-
M2	ALUMINUM GUTTERS 6" K STYLE	BLACK	REFER TO DETAIL 6/A4.2
M3	ALUMINUM RAILING	BLACK	REFER TO DETAIL 6/A4.3
M4	ALUMINUM FASCIA 8"	BLACK	REFER TO DETAIL 6/A4.2
M5	4 PANEL CLASSIC SOFFIT	LINEN	REFER TO DETAIL 6/A4.3
M6	WALL FLASHING	CHARCOAL	-
M7	SHINGLE STEP FLASHING	CHARCOAL	-
M8	ROOF EDGE FLASHING	CHARCOAL	REFER TO DETAIL 6/A4.2
M9	DRIP CAP FLASHING	LINEN	-
M10	REVERSE DRIP FLASHING	LINEN	PLANK WINDOW TRIM
M11	PLASTIC VENT	BLACK	-

	EXTERIOR ROOFING PRODUCT	
R0	DESCRIPTION	COLOR
R1	ROOFING SHINGLES - 30 YEAR LAMINATE	BLACK
R2	ATTIC STATIC VENT	-

RE-ISSUED FOR DEVELOPMENT PERMIT

SEYMOUR PACIFIC DEVELOPMENTS LTD.
100 St Anns Street, Campbell River, B.C.
(T)250.286.6043 (F)250.286.6046
www.seymourpacific.ca

SITE MAP:

PROJECT STATUS:
RE-ISSUED FOR DEVELOPMENT PERMIT

Revision Schedule

No.	Description	Revision Date
A	ISSUED FOR DP	04/18/2016
B	RE-ISSUED FOR DP	06/27/2016

SEAL:

TRADES CONTRACTORS SHALL VERIFY ALL DIMENSIONS AND REPORT ANY DISCREPANCIES OR INCONSISTENCIES TO SEYMOUR PACIFIC DEVELOPMENTS LTD. WITHOUT DELAY, FOR CLARIFICATION AND/OR CONFIRMATION. DO NOT SCALE DRAWINGS. DESIGNS REPRESENTED AND DRAWINGS USED AS INSTRUMENTS OF SERVICE SHALL REMAIN THE COPYRIGHT AND PROPERTY OF SEYMOUR PACIFIC DEVELOPMENTS LTD. ANY REPRODUCTION OR USE FOR ANY PURPOSE OTHER THAN THAT AUTHORIZED BY SEYMOUR PACIFIC DEVELOPMENTS LTD. IS PROHIBITED.

CONTRACTORS SHALL REMAIN FAMILIAR WITH, SHALL REFER TO, AND SHALL PERFORM IN ACCORDANCE WITH LOCAL LAWS, REGULATIONS AND BUILDING CODES. CONTRACTORS SHALL MAINTAIN GOOD INDUSTRY BUILDING AND SITE PRACTICES CONSISTENT WITH THE CONTRACT INTENT AND THE REQUIREMENTS OF JURISDICTIONAL AUTHORITIES.

ADDITIONAL CLAIMS AND COSTS RELATED TO NON-MATERIAL CHANGES WILL NOT BE ACCEPTED BY SEYMOUR PACIFIC DEVELOPMENTS LTD. NON-MATERIAL CHANGES ARE DEEMED TO BE PLAN CHANGES OR SPECIFICATION ADJUSTMENTS THAT DO NOT SUBSTANTIALLY AFFECT THE VALUE, TIME, COST AND QUALITY OF CONSTRUCTION.

CONTRACTORS SHALL MAKE EVERY REASONABLE EFFORT TO MAINTAIN SCHEDULE TARGETS AND PROVIDE GOOD EFFICIENCY, PROGRESS, WORKMANSHIP AND QUALITY TOWARD DEFICIENCY-FREE RESULTS.

PROJECT NAME:
LINDGREN MANOR

PROJECT NUMBER:
VP1604

ADDRESS:
1975 KANE ROAD, KELOWNA

DRAWING TITLE:
ELEVATIONS BUILDING B

DRAWN BY:	PD
CHECKED BY:	RF
DATE:	06/27/2016
SCALE:	As indicated
DRAWING #:	A3.2
REV #:	B

06/24/2016 12:34:47 PM

SCHEDULE A & B
This forms part of development
Permit # Z16-0019
City of Kelowna

COLOUR BOARD

ROOFING

MATERIAL
ASPHALT SHINGLES

COLOUR
BLACK

MAIN EXTERIOR

MATERIAL
HARDIE PLANK LAP SIDING - CEDARMIL

COLOUR
IRON GRAY

PATTERN REFERENCE IMAGE

MATERIAL
HARDIE SHINGLE SIDING - STRAIGHT

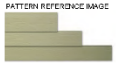
COLOUR
NAVAJO BEIGE

PATTERN REFERENCE IMAGE

MATERIAL
HARDIE PLANK LAP SIDING - CEDARMIL

COLOUR
WOODSTOCK BROWN

PATTERN REFERENCE IMAGE



MATERIAL
HARDIE PANEL - CEDARMIL N/G

COLOUR
NAVAJO BEIGE

PATTERN REFERENCE IMAGE

Note: Images Depicted Are For Reference Only

TRIM

MATERIAL
HARDETRIM BOARDS - RUSTIC GRAIN

COLOUR
IRON GRAY

PATTERN REFERENCE IMAGE

MATERIAL
HARDETRIM BOARDS - RUSTIC GRAIN

COLOUR
NAVAJO BEIGE

PATTERN REFERENCE IMAGE

MATERIAL
HARDETRIM BOARDS - RUSTIC GRAIN

COLOUR
WOODSTOCK BROWN

PATTERN REFERENCE IMAGE

MATERIAL
HARDETRIM BOARDS - RUSTIC GRAIN

COLOUR
ARTIC WHITE

PATTERN REFERENCE IMAGE

Note: Images Depicted Are For Reference Only

WINDOWS / DOOR

MATERIALS
SLIDER PVC WINDOW

COLOUR
WHITE

REFERENCE IMAGE

MATERIALS
SLIDER PVC DOOR

COLOUR
WHITE

REFERENCE IMAGE

MATERIALS
DOUBLE HUNG PVC WINDOW

COLOUR
WHITE

REFERENCE IMAGE

MATERIALS
ALUMINUM STOREFRONT DOOR

COLOUR
SILVER

REFERENCE IMAGE

ADDITIONAL MATERIAL

BALCONIES

MATERIALS
COBBLE STONE

COLOUR

REFERENCE IMAGE

RAILINGS

MATERIALS
ALUMINUM

COLOUR
BLACK

NOTE: COLOURS ARE AS ACCURATE AS PRINTING METHODS WILL PERMIT.
REFER TO SAMPLES OF SPECIFIED MATERIALS FOR TRUE COLOURS

RE-ISSUED FOR DEVELOPMENT PERMIT

06/24/2016 12:24:41 PM

SEYMOUR PACIFIC DEVELOPMENTS LTD.
100 St Anns Street, Campbell River, B.C.
(T)250.286.8045 (F)250.286.8046
www.seymourpacific.ca

SITE MAP:

PROJECT STATUS:

RE-ISSUED FOR DEVELOPMENT PERMIT

Revision Schedule

No.	Description	Revision Date
A	ISSUED FOR DP	04/18/2016
B	RE-ISSUED FOR DP	06/27/2016

SEAL:

TRADE CONTRACTORS SHALL VERIFY ALL DIMENSIONS AND REPORT ANY DISCREPANCIES OR INCONSISTENCIES TO SEYMOUR PACIFIC DEVELOPMENTS LTD. WITHOUT DELAY FOR CLARIFICATION AND/OR CONFIRMATION. DO NOT SCALE DRAWINGS. DESIGNS REPRESENTED AND DRAWINGS USED AS INSTRUMENTS OF SERVICE SHALL REMAIN THE COPYRIGHT AND PROPERTY OF SEYMOUR PACIFIC DEVELOPMENTS LTD. ANY REPRODUCTION OR USE FOR ANY PURPOSE OTHER THAN THAT AUTHORIZED BY SEYMOUR PACIFIC DEVELOPMENTS LTD. IS PROHIBITED.

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CONTRACTORS SHALL MAKE EVERY REASONABLE EFFORT TO MAINTAIN SCHEDULE TARGETS AND PROVIDE GOOD SERVICE, PROGRESS, WORKMANSHIP AND QUALITY TOWARD DEFICIENCY-FREE RESULTS.

PROJECT NAME:
LINDGREN MANOR

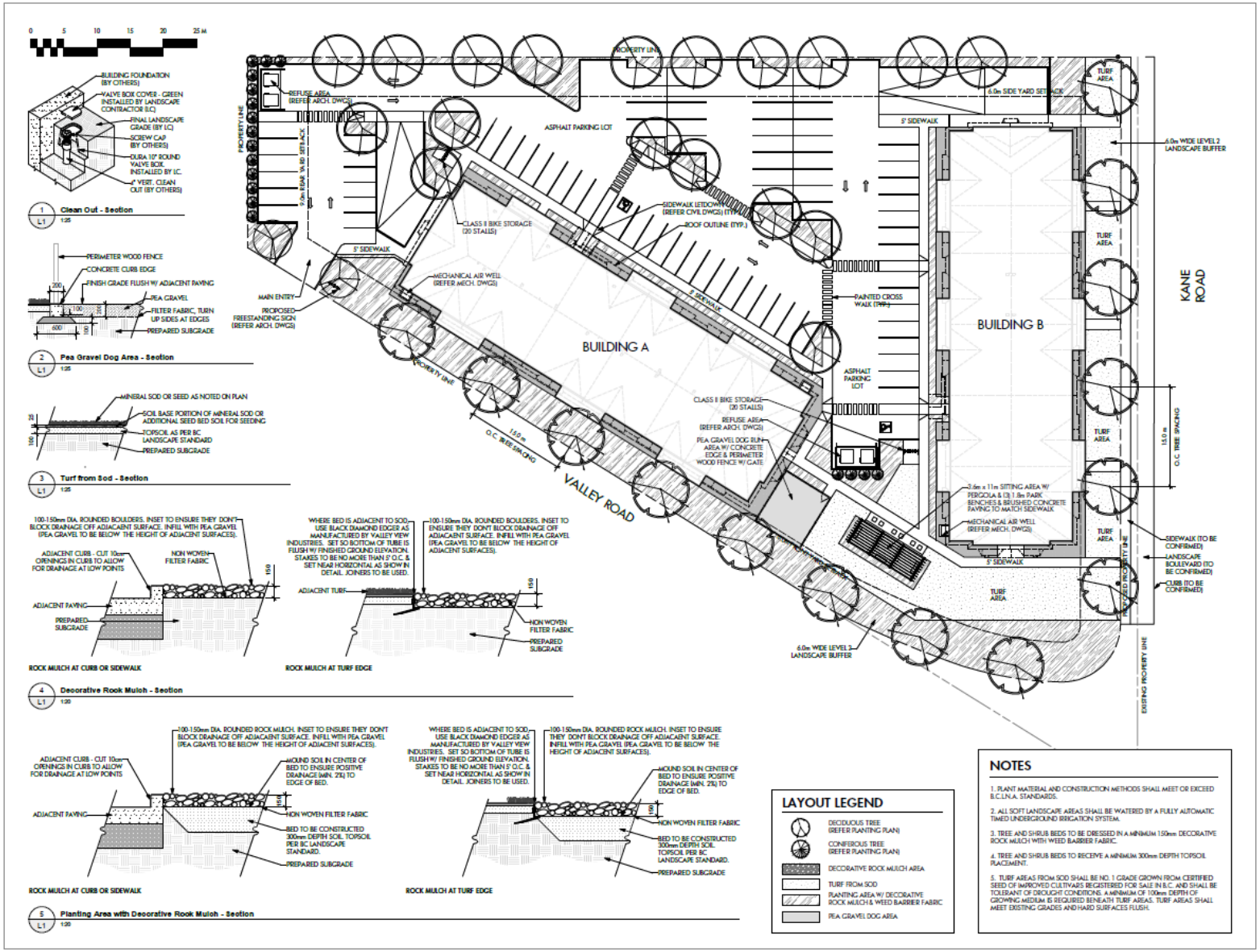
PROJECT NUMBER:
VP1604

ADDRESS:
1975 KANE ROAD, KELOWNA

DRAWING TITLE:
COLOUR BOARD

DRAWN BY: PD
CHECKED BY: RF
DATE: 06/27/2016
SCALE:
DRAWING #: A9.0
REV #: B

SCHEDULE B
This forms part of development
Permit # Z16-0019
City of Kelowna



OUTLAND DESIGN
LANDSCAPE ARCHITECTURE
206 - 1889 Spall Road
Kelowna, BC V1Y 4R2
T (250) 868-9270
www.outlanddesign.ca

PROJECT TITLE
LINDGREN MANOR
1075 Kane Road, Kelowna, BC

DRAWING TITLE
LAYOUT PLAN

ISSUED FOR/ REVISION		
1	16.04.18	Development Permit
2	16.06.16	Re-Issued for Development Permit
3		
4		
5		

PROJECT NO	16-031
DESIGN BY	SP
DRAWN BY	KG
CHECKED BY	FB
DATE	JUNE 16, 2016
SCALE	1:250

SEAL
BRITISH COLUMBIA SOCIETY OF LANDSCAPE ARCHITECTS REGISTERED MEMBER FIONA BARTON 334

DRAWING NUMBER
L1/3

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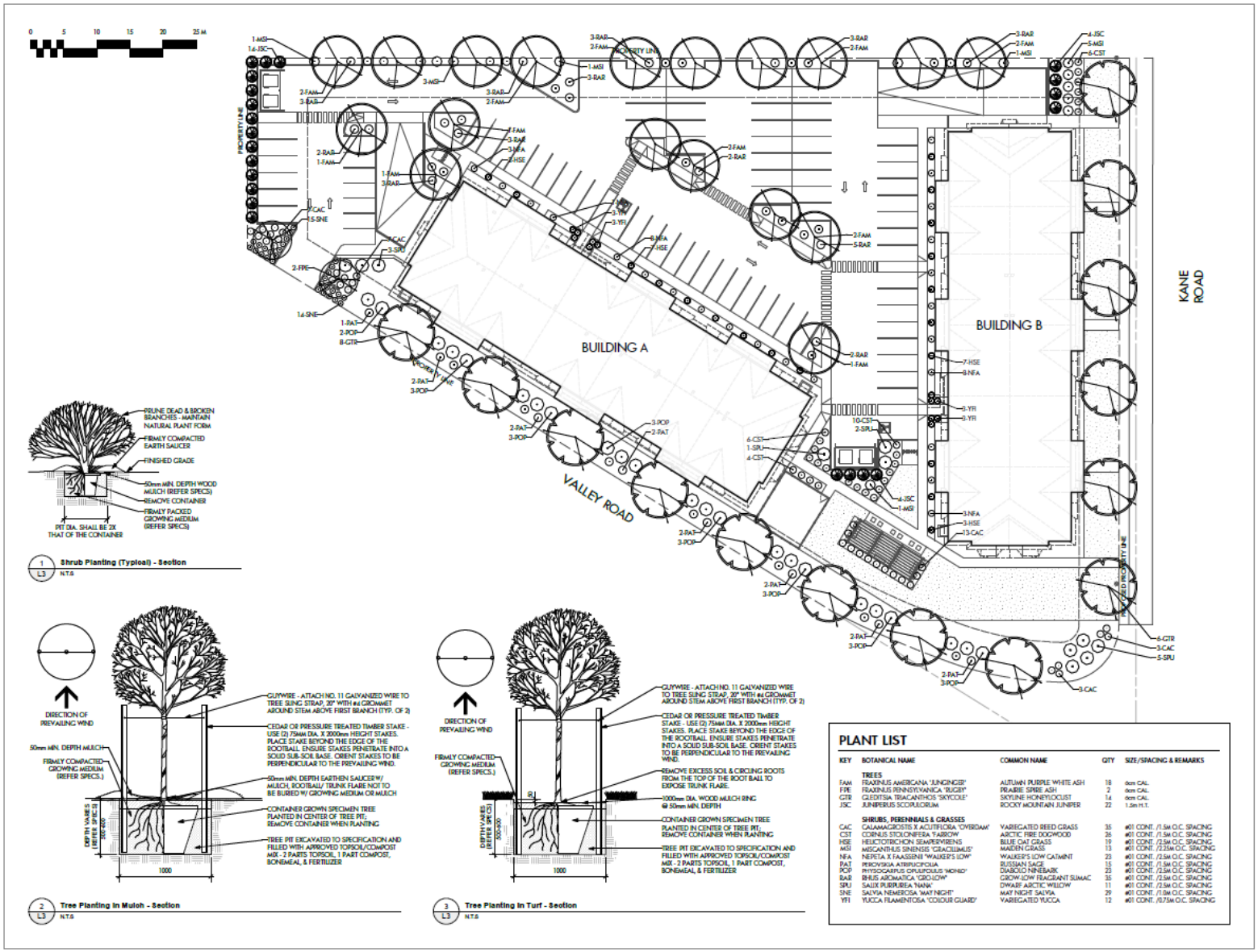
SCHEDULE C
This forms part of development
Permit # Z16-0019
City of Kelowna



PLANT LIST

KEY	BOTANICAL NAME	COMMON NAME	QTY	SIZE/SPACING & REMARKS
	TREES			
FAM	FRAXINUS AMERICANA 'JUNGINGER'	AUTUMN PURPLE WHITE ASH	18	6cm CAL.
FPE	FRAXINUS PENNSYLVANICA 'RUGBY'	PRAIRIE SPIRE ASH	2	6cm CAL.
GTR	GLEDITSIA TRIACANTHOS 'SKYCOLE'	SKYLINE HONEYLOCUST	14	6cm CAL.
JSC	JUNIPERUS SCOPULORUM	ROCKY MOUNTAIN JUNIPER	22	1.5m H.T.
	SHRUBS, PERENNIALS & GRASSES			
CAC	CALAMAGROSTIS X ACUTIFLORA 'OVERDAM'	VARIEGATED REED GRASS	35	#01 CONT. /1.5M O.C. SPACING
CST	CORNUS STOLONIFERA 'FARROW'	ARCTIC FIRE DOGWOOD	26	#01 CONT. /1.5M O.C. SPACING
HSE	HELICTOTRICHON SEMPERVIRENS	BLUE OAT GRASS	19	#01 CONT. /2.5M O.C. SPACING
MSI	MISCANTHUS SINENSIS 'GRACILLIMUS'	MAIDEN GRASS	13	#01 CONT. /2.25M O.C. SPACING
NFA	NEPETA X FAASSENII 'WALKER'S LOW'	WALKER'S LOW CATMINT	23	#01 CONT. /2.5M O.C. SPACING
PAT	PEROVSKIA ATRIPLICIFOLIA	RUSSIAN SAGE	15	#01 CONT. /1.5M O.C. SPACING
POP	PHYSOCARPUS OPULIFOLIUS 'MONLO'	DIABOLO NINEBARK	23	#01 CONT. /2.5M O.C. SPACING
RAR	RHUS AROMATICA 'GRO-LOW'	GROW-LOW FRAGRANT SUMAC	35	#01 CONT. /2.5M O.C. SPACING
SPU	SALIX PURPUREA 'NANA'	DWARF ARCTIC WILLOW	11	#01 CONT. /2.5M O.C. SPACING
SNE	SALVIA NEMEROSA 'MAY NIGHT'	MAY NIGHT SALVIA	29	#01 CONT. /1.0M O.C. SPACING
YFI	YUCCA FILAMENTOSA 'COLOUR GUARD'	VARIEGATED YUCCA	12	#01 CONT. /0.75M O.C. SPACING

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206 - 1889 Spall Road
Kelowna, BC V1Y 4R2
T (250) 868-9270
www.outlanddesign.ca

PROJECT TITLE
LINDGREN MANOR
1975 Kane Road, Kelowna, BC

DRAWING TITLE
PLANTING PLAN

ISSUED FOR REVISION		
1	16.06.14	Development Permit
2	16.06.16	Re-Issued for Development Permit
3		
4		
5		

PROJECT NO	16-021
DESIGN BY	SP
DRAWN BY	RG
CHECKED BY	FB
DATE	JUNE 16, 2016
SCALE	1:250

SEAL
BRITISH COLUMBIA SOCIETY OF LANDSCAPE ARCHITECTS REGISTERED MEMBER FIONA BARTON 334 LANDSCAPE ARCHITECT

DRAWING NUMBER
L2/3

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SCHEDULE C
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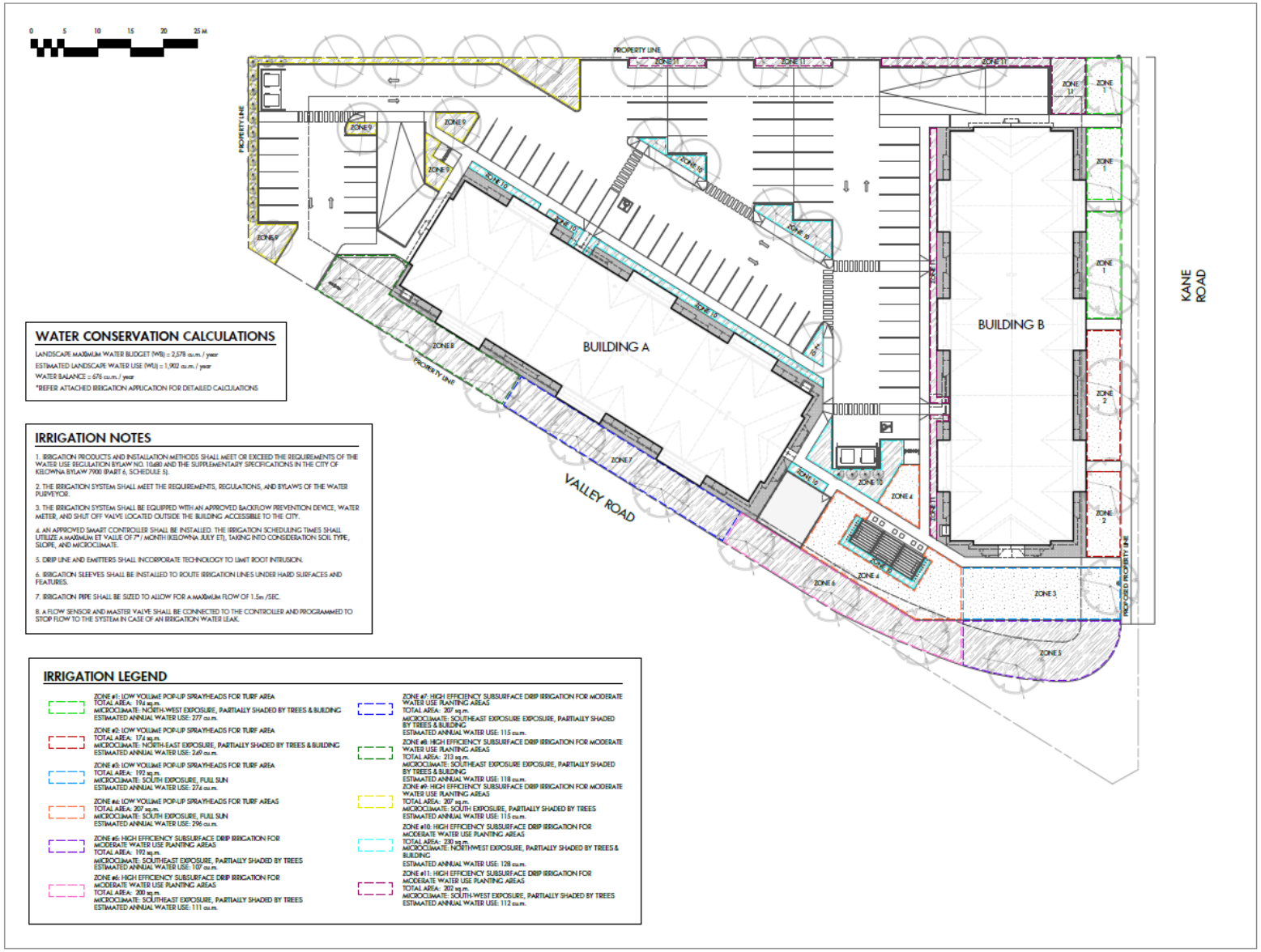
Permit # Z16-0019
City of Kelowna



WATER CONSERVATION CALCULATIONS

LANDSCAPE MAXIMUM WATER BUDGET (WB) = 2,578 cu.m. / year
ESTIMATED LANDSCAPE WATER USE (WU) = 1,902 cu.m. / year
WATER BALANCE = 676 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 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

ZONE #1: LOW VOLUME POP-UP SPRAYHEADS FOR TURF AREA
TOTAL AREA: 194 sq.m.
MICROCLIMATE: NORTH-WEST EXPOSURE, PARTIALLY SHADED BY TREES & BUILDING
ESTIMATED ANNUAL WATER USE: 277 cu.m.

ZONE #2: LOW VOLUME POP-UP SPRAYHEADS FOR TURF AREA
TOTAL AREA: 174 sq.m.
MICROCLIMATE: NORTH-EAST EXPOSURE, PARTIALLY SHADED BY TREES & BUILDING
ESTIMATED ANNUAL WATER USE: 269 cu.m.

ZONE #3: LOW VOLUME POP-UP SPRAYHEADS FOR TURF AREA
TOTAL AREA: 192 sq.m.
MICROCLIMATE: SOUTH EXPOSURE, FULL SUN
ESTIMATED ANNUAL WATER USE: 274 cu.m.

ZONE #4: LOW VOLUME POP-UP SPRAYHEADS FOR TURF AREAS
TOTAL AREA: 207 sq.m.
MICROCLIMATE: SOUTH EXPOSURE, FULL SUN
ESTIMATED ANNUAL WATER USE: 296 cu.m.

ZONE #5: HIGH EFFICIENCY SUBSURFACE DRIP IRRIGATION FOR MODERATE WATER USE PLANTING AREAS
TOTAL AREA: 192 sq.m.
MICROCLIMATE: SOUTHEAST EXPOSURE, PARTIALLY SHADED BY TREES
ESTIMATED ANNUAL WATER USE: 107 cu.m.

ZONE #6: HIGH EFFICIENCY SUBSURFACE DRIP IRRIGATION FOR MODERATE WATER USE PLANTING AREAS
TOTAL AREA: 200 sq.m.
MICROCLIMATE: SOUTHEAST EXPOSURE, PARTIALLY SHADED BY TREES
ESTIMATED ANNUAL WATER USE: 111 cu.m.

ZONE #7: HIGH EFFICIENCY SUBSURFACE DRIP IRRIGATION FOR MODERATE WATER USE PLANTING AREAS
TOTAL AREA: 207 sq.m.
MICROCLIMATE: SOUTHEAST EXPOSURE EXPOSURE, PARTIALLY SHADED BY TREES & BUILDING
ESTIMATED ANNUAL WATER USE: 115 cu.m.

ZONE #8: HIGH EFFICIENCY SUBSURFACE DRIP IRRIGATION FOR MODERATE WATER USE PLANTING AREAS
TOTAL AREA: 213 sq.m.
MICROCLIMATE: SOUTHEAST EXPOSURE EXPOSURE, PARTIALLY SHADED BY TREES & BUILDING
ESTIMATED ANNUAL WATER USE: 118 cu.m.

ZONE #9: HIGH EFFICIENCY SUBSURFACE DRIP IRRIGATION FOR MODERATE WATER USE PLANTING AREAS
TOTAL AREA: 207 sq.m.
MICROCLIMATE: SOUTH EXPOSURE, PARTIALLY SHADED BY TREES
ESTIMATED ANNUAL WATER USE: 115 cu.m.

ZONE #10: HIGH EFFICIENCY SUBSURFACE DRIP IRRIGATION FOR MODERATE WATER USE PLANTING AREAS
TOTAL AREA: 230 sq.m.
MICROCLIMATE: NORTHWEST EXPOSURE, PARTIALLY SHADED BY TREES & BUILDING
ESTIMATED ANNUAL WATER USE: 128 cu.m.

ZONE #11: HIGH EFFICIENCY SUBSURFACE DRIP IRRIGATION FOR MODERATE WATER USE PLANTING AREAS
TOTAL AREA: 202 sq.m.
MICROCLIMATE: SOUTH-WEST EXPOSURE, PARTIALLY SHADED BY TREES
ESTIMATED ANNUAL WATER USE: 112 cu.m.

OUTLAND DESIGN
LANDSCAPE ARCHITECTURE
206 - 1889 Spall Road
Kelowna, BC V1Y 4R2
T (250) 868-9270
www.outlanddesign.ca

PROJECT TITLE
LINDGREN MANOR
1975 Kane Road, Kelowna, BC

DRAWING TITLE
WATER CONSERVATION / IRRIGATION PLAN

ISSUED FOR / REVISION		
1	16.04.18	Development Permit
2	16.06.16	Re-issued for Development Permit
3		
4		
5		

PROJECT NO	16-001
DESIGN BY	SP
DRAWN BY	KD
CHECKED BY	TB
DATE	JUNE 16, 2016
SCALE	1:250

SEAL

DRAWING NUMBER
L3/3

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SCHEDULE C
This forms part of development
Permit # Z16-0019
City of Kelowna

OUTLAND DESIGN
LANDSCAPE ARCHITECTURE

June 16, 2016

Lindgren Manor
C/o Broadstreet Properties Ltd. / Seymour Pacific Developments Ltd.
100 St. Ann's Road, Campbell River, BC V9W 4C4
Attn: Rachel Ricard, Development Officer
Via email to: rachel.ricard@seymourpacific.ca

Re: Proposed Lindgren Manor Development – Preliminary Cost Estimate for Bonding

Dear Rachel:

Please be advised of the following preliminary cost estimate for bonding of the proposed landscape works shown in the Lindgren Manor conceptual landscape plan dated 16.06.16;

- 2,645 square metres (28,470 square feet) of improvements = $86,292.50

This preliminary cost estimate is inclusive of trees, shrubs, turf, 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,

Steve Petryshyn, MBCSLA, CSLA, CID
as per
Outland Design Landscape Architecture

206-1889 Spall Road, Kelowna, BC, V1Y 4R2 P 250.868.9270
outlanddesign.ca

CITY OF KELOWNA

BYLAW NO. 11261
Z16-0026 – Terrance and Joan Raisanen
1975 Kane 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 B, Section 33, Township 26, ODYD, Plan 22004 located on Kane Road, Kelowna, B.C., from the A1 - Agriculture 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

Considered at a Public Hearing on the

Read a second and third time by the Municipal Council this

Adopted by the Municipal Council of the City of Kelowna this

_____
Mayor

_____
City Clerk

REPORT TO COUNCIL

Date:	July 25, 2016		
RIM No.	1250-30		
To:	City Manager		
From:	Community Planning Department (AC)		
Application:	Z16-0019	**Owner:**	Al Stober Construction Ltd.
Address:	1555, 1547 & 1543 Bedford Ave	**Applicant:**	Meiklejohn Architects Inc.
Subject:	Rezoning Application		
Existing OCP Designation:	MRM – Multiple Unit Residential (Medium Density)		
Existing Zone:	RU1 – Large Lot Housing		
Proposed Zone:	RM5 – Medium Density Multiple Housing		

1.0 Recommendation

THAT Rezoning Application No. Z16-0019 to amend the City of Kelowna Zoning Bylaw No. 8000 by changing the zoning classification of Lot 9-11, District Lot 141, ODYD, Plan KAP10012, located on 1555, 1547, & 1543 Bedford Ave Kelowna, BC from the RU1 – Large Lot Housing zone to the RM5 – Medium Density Multiple Housing zone, be considered by Council;

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

AND THAT final adoption of the Zone Amending Bylaw be subsequent to the following:

> To the outstanding conditions identified in Attachment "A" associated with the report from the Community Planning Department dated July 5th 2016.
>
> To the applicant completing the area wide Traffic Study to the satisfaction of the City's Development Engineering Department.

2.0 Purpose

To rezone the subject properties to the RM5 – Medium Density Multiple Housing zone to facilitate a proposed 63 unit 4 ½ storey multi-family building.

3.0 Community Planning

The Official Community Plan (OCP) Future Land Use Map identifies the area as MRM - Medium Density Multiple Residential. A rezoning to the RM5 zone is consistent with this designation and the proposal for a multi-family building meets many of the OCP's urban infill goals. Adding additional density within an urban centre increases the viability of the nearby commercial area and walkability within the neighbourhood. Residents are only 200 metres from the Landmark area

on Dayton Street. Further, additional density is well supported in this area by nearby parks, outdoor amenities, the Parkinson Recreation Centre, and rapid transit. The location has a Walk Score of 75 out of 100 which means it is very walkable and most errands can be accomplished on foot. Based upon this rationale, Staff are recommending support to Council for the land use.

It should be noted that the details of the proposed development are complex and will require a number of variances that will be brought forth for Council's consideration should Council choose to support the land use. Further, this development proposal involves amending the developer's previously approved Phase 1 plans (located at 1525 Dickson Ave) which is currently under construction. The amendments include moving the shared property line in order to create a single access parking lot to both buildings from Bedford Ave. The parkades from both projects will be accessed through this shared parking lot. There are further variances to Phase 1 in order to reduce the landscaping requirements and the amount of parking.

Phase 1 Amendments

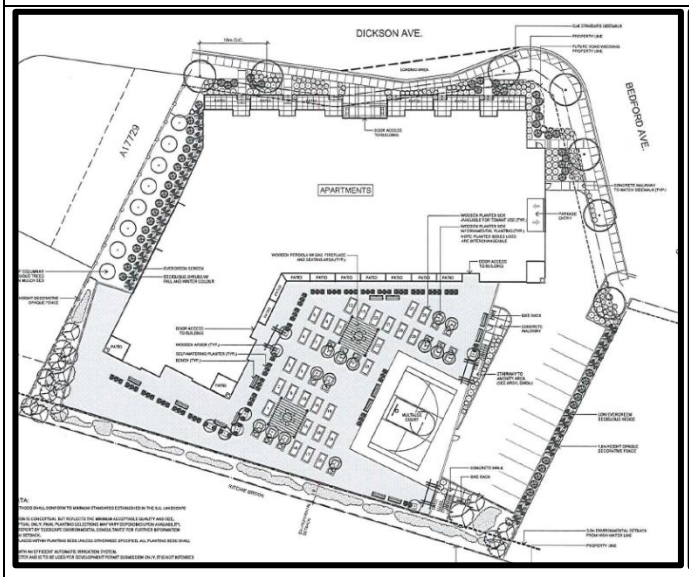


Figure 1: Phase 1 Original Plan
Original Landscape Parkade Roof Plan
Original Landscaping that will be eliminated
Original Property Line

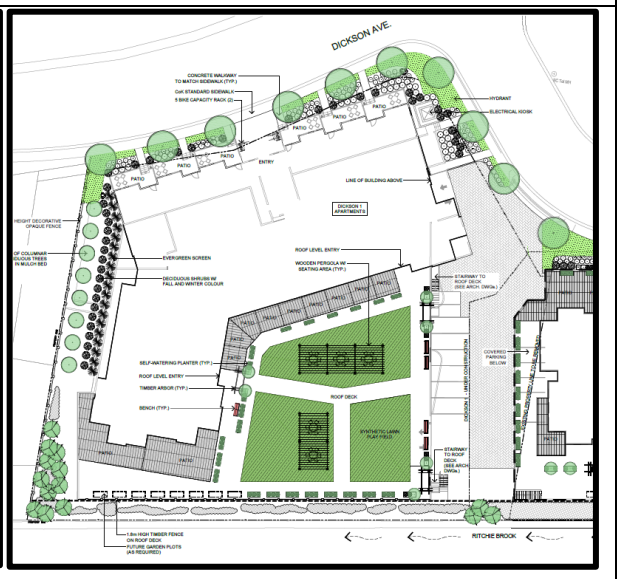


Figure 2: Phase 1 & 2 Amended Plan
New Landscape Parkade Roof Plan
New Property Line
Original Property Line

Overall the proposed multi-family development will require seventeen (17) variances. Three (3) setback variances are related to the shared property line with Phase 1. Six (6) setback variances and one (1) site coverage variance are related to providing a parkade as part of the development. The remaining variances can be classified into three categories: parking, site coverage, & roadway.

i. Parking: Phase 1 will need a 4 vehicle stall reduction (originally when Council approved the development, there was no parking reduction for Phase 1). Phase 2 needs a single vehicle stall reduction and the applicant is also requesting to amend the ratio of vehicle sizes to decrease the proportion of full sized vehicle stalls and to increase the proportion of medium and compact car sized vehicle stalls.

ii. Site Coverage: Two (2) site coverage variances are needed in order to provide the parkade and avoid a surface parking lot which is an important design guideline to

consider within the OCP. The applicant is squeezing in as many parking stalls as possible in order to meet their desired unit count.

iii. Roadway: One variance (1) is related to the local roadway (Bedford Road). The applicant is applying to reduce the minimum road right-of-way width by 3.0m to an overall width of 15.0m. This variance is required to the Subdivision Servicing Bylaw as the existing policy requires the same road right-of-way widths for multi-family developments regardless of the type of fronting road (e.g. arterial, collector or local road classification). Staff are aware of this issue and the need for revisions to the policy to create a more context sensitive solution; future updates to the Subdivision Servicing Bylaw will address this issue for future developments.

Due to sequencing and City procedures, the variance permits will need to be divided into two sets and considered by Council at two different meetings. The first set of variances will be the two variances related to the Subdivision & Servicing Bylaw. In order to proceed to final reading of the Zoning Bylaw, all the engineering conditions must be met which include the Development Engineering requirements. The second set of variances related to the Zoning Bylaw will be considered by Council once the RM5 zone is approved and all the conditions are met.

During the Phase 1 (1525 Dickson Ave) Council approval process, Council requested that any future development in the neighbourhood produce a Traffic Impact Study that reviewed the potential for full build out in the area. The final report (see attachments) determined that the proposed 63 unit development (Phase 2) does not trigger any further requirements due to its anticipated small amount of trip generations even though certain intersections are currently failing. According to the Traffic Study, the failing intersections are due to the surrounding land use and existing neighbourhood. However, the City's Development Engineering group has requested further revisions to the full build-out portion of the traffic study. Staff are recommending that Council add a condition to final reading that the full area wide Traffic Study be completed in order to review the variances and development permit in context.

4.0 Proposal

4.1 Project Description

The three subject properties are currently vacant and will be consolidated. The proposal is for a 63-unit rental apartment building. Out of the proposed 63 units, 20 units are proposed to take the form of micro-studio units with the remainder 43 units built as 1 bedroom units. Micro-studio units are defined as residential units smaller than 29 m^2. All micro-studio units are Development Cost Charges (DCCs) exempt as per Part 26 Section 933.4 of the *Local Government Act*. The applicant will also have the opportunity to apply to the City's housing grant program for a 10 year tax exemption. This incentive is available to all rental housing projects when the vacancy rate is below 3%.

The proposal has 4 ground-oriented townhouse units which is similar to phase 1 and is encouraged by the City's Urban Design Guidelines. The form and character will be commented on further by Staff when the Development Permit is ready for review.

4.2 Site Context

The site is located within the Landmark Tech Centre neighbourhood. The subject property is designated MRM (Multiple Residential – Medium Density) and the lot is within the Permanent Growth Boundary. Specifically, the adjacent land uses are as follows:

Orientation	Zoning	Land Use
North	RU1 – Large Lot Housing	Residential
East	RU1 – Large Lot Housing	Residential
South	RM3 – Low Density Multiple Housing	Residential
West	RU6 – Two Dwelling Housing RM3 – Low Density Multiple Housing	Residential

Subject Property Map: 1555, 1547, & 1543 Bedford Ave

4.3 Zoning Analysis Table

Zoning Analysis Table		
CRITERIA	**RM5 ZONE REQUIREMENTS**	**PROPOSAL**
Development Regulations		
Height	18.0 m / 4.5 storeys	14.3 m / 4.5 storeys
Front Yard (north)	Min 6.0 m except for 1.5 m for ground oriented housing	2.8 m to parkade [1] 2.8 m to townhouses 8.4 m to apartments
Side Yard (east)	4.5 m (up to 2 ½ storeys) 7.0 m (above 2 ½ storeys)	1.5 m to parkade [2] 7.0 m to apartments
Side Yard (west)	4.5 m (up to 2 ½ storeys) 7.0 m (above 2 ½ storeys)	4.5 m to parkade 7.0 m to apartments
Rear Yard (south)	9.0 m	11.9 m to apartments 3.0 m to parkade [3]
Site coverage of buildings	40 %	75.6% [4]
Site coverage of buildings, driveways & parking	65 %	85.2 % [5]
FAR	1.1 +0.1+0.2 = 1.39 Max	1.06
Parking Regulations		
Minimum Parking Requirements	74 parking stalls	63 stalls in parkade + 10 surface stalls = 73 parking stalls [6]
Ratio of Parking Stalls	Full size: 50% Min Medium Size: 40% Max Small Size: 10% Max	Full size: 42.5% (31 stalls) [7] Medium Size: 45.2% (33 stalls) [8] Small Size: 12.3% (9 stalls) [9]
Minimum Drive Aisle Width	7.0 m	7.0 m
Setback (Parking)	1.5 m	2 stalls affected: <1.5 m [10]
Other Regulations		
Minimum Bicycle Parking Requirements	Class 1: 32 bikes Class 2: 7 bikes	Class 1: 32 bikes (wall mounted bike racks in parkade) Class 2: 7 bikes
Private Open Space	795 m^2	869 m^2
Landscape Buffer	Front yard: 3.0 m Side yard: 3.0 m Rear yard: 3.0 m	Front yard: 1.5 m [11] Side yard (east): 1.5m [12] Side yard (west): 0.0m [13] Rear yard: 3.0m
Subdivision and Servicing Bylaw Regulations		
Minimum Road Width	18.0 m	15.0m [14]
Phase 1 Variances (1525 Dickson Ave)		
Minimum Parking Requirements	See DP14-0197	Reduce from 104 parking stalls to 100 parking stalls [15]

Zoning Analysis Table		
CRITERIA	**RM5 ZONE REQUIREMENTS**	**PROPOSAL**
Setback (Parking)	1.5 m	0.0 m for 9 stalls [16]
Landscape Buffer	Side yard: 3.0m (1.5m provided in Phase 1)	Side yard: 0.0m [17]
Landscaping	n/a	Eliminate three landscape islands proposed in Phase 1. Landscape plan will need to be amended. No variances are necessary.

Variances Related to Parkade

[1] Variance to reduce the front yard setback for the parkade from 6.0 m to 2.8 m.
[2] Variance to reduce the side yard (east) setback for the parkade from 4.5 m to 1.5 m.
[3] Variance to reduce the rear yard setback for the parkade from 9.0 m to 3.0 m.
[4] Variance to reduce the site coverage of buildings from 40% to 75.6%.
[11] Variance to the front yard landscape buffer from 3.0 m to 1.5 m.
[12] Variance to the side yard (east) landscape buffer from 3.0 m to 1.5 m.
[13] Variance to the side yard (west) landscape buffer from 3.0 m to 0.0 m.

Variances Related to Shared Property Line

[10] Variance to reduce the setback from a property line for two parking stalls.
[16] Variance to reduce the setback from a property line for nine parking stalls.
[17] Variance to the side yard (east) landscape buffer on Phase 1 from 1.5 m to 0.0 m

Main Variances

[5] Variance to reduce the site coverage of buildings, driveways, & parking from 65% to 85.2%.
[6] Variance to reduce the number of off-street parking stalls from 74 to 73.
[7] Variance to reduce the proportion of full sized vehicle stalls from 50% to 42.5%.
[8] Variance to increase the proportion of medium sized vehicle stalls from 40% to 45.2%.
[9] Variance to increase the proportion of compact car sized vehicle stalls from 10% to 12.3%.
[14] Variance to the minimum road right-of-way from 18.0 m to 15.0 m.
[15] Variance to the minimum number of parking stalls in phase 1 of the development from 104 parking stalls to 100 parking stalls.

5.0 Current Development Policies

5.1 Kelowna Official Community Plan (OCP)

Chapter 5: 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.

Sensitive Infill.[2] Encourage new development or redevelopment in existing residential areas to be sensitive to or reflect the character of the neighbourhood with respect to building design, height and siting.

6.0 Technical Comments

6.1 Building & Permitting Department

[1] City of Kelowna Official Community Plan, Policy 5.2.3 (Development Process Chapter).
[2] City of Kelowna Official Community Plan, Policy 5.22.6 (Development Process Chapter).

1) Development Cost Charges (DCC's) are required to be paid prior to issuance of any Building Permit(s).
2) Placement permits are required for any sales or construction trailers that will be on site. The location(s) of these are to be shown at time of development permit application.
3) A Hoarding permit is required and protection of the public from the staging area and the new building area during construction. Location of the staging area and location of any cranes should be established at time of DP.
4) A Building Code analysis is required for the structure at time of building permit applications, but the following items may affect the form and character of the building(s):
    a. Any security system that limits access to exiting needs to be addressed in the code analysis by the architect.
    b. Spatial calculation should be provided for the building face adjacent to the existing parking lot.
5) A Geotechnical report is required to address the sub soil conditions and site drainage at time of building permit application. This property falls within the Mill Creek flood plain bylaw area and compliance is required. Minimum building elevations are required to be established prior to the release of the Development Permit. This minimum Geodetic elevation is required for all habitable spaces including parking garages. This building may be designed to low, which may affect the form and character of the building.
6) We strongly recommend that the developer have his professional consultants review and prepare solutions for potential impact of this development on adjacent properties. Any damage to adjacent properties is a civil action which does not involve the city directly. The items of potential damage claims by adjacent properties are items like settlement of foundations (preload), damage to the structure during construction, additional snow drift on neighbour roofs, excessive noise from mechanical units, vibration damage during foundation preparation work etc.
7) Fire resistance ratings are required for storage, janitor and/or garbage enclosure room(s). The drawings submitted for building permit is to clearly identify how this rating will be achieved and where these area(s) are located.
8) An exit analysis is required as part of the code analysis at time of building permit application. The exit analysis is to address travel distances within the units, number of required exits per area, door swing direction, handrails on each side of exit stairs, width of exits etc.
9) Size and location of all signage to be clearly defined as part of the development permit. This should include the signage required for the building addressing to be defined on the drawings per the bylaws on the permit application drawings.
10) Mechanical Ventilation inlet and exhausts vents are not clearly defined in these drawings for the enclosed parking storey. The location and noise from these units should be addressed at time of Development Permit.
11) Full Plan check for Building Code related issues will be done at time of Building Permit applications. Please indicate how the requirements of Radon mitigation and NAFS are being applied to this structure at time of permit application.

6.2 <u>Development Engineering Department</u>

- See Memo (Attachment 'A') dated July 5th 2016

6.3 Fire Department

1) Construction fire safety plan is required to be submitted and reviewed prior to construction and updated as required.
2) Engineered Fire Flow calculations are required to determine Fire Hydrant requirements as per the City of Kelowna Subdivsion Bylaw #7900. Should a hydrant be required on this property it shall be operational prior to the start of construction and shall be deemed a private hydrant
3) This building shall be addressed off of the street it is accessed from. A visible address must be posted on this street as per City of Kelowna By-Laws.
4) Sprinkler drawings are to be submitted to the Fire Dept. for review when available.
5) A fire safety plan as per section 2.8 BCFC is required at occupancy. The fire safety plan and floor plans are to be submitted for approval in AutoCAD Drawing format on a CD.
6) Fire Department access is to be met as per BCBC 3.2.5. -
7) Approved Fire Department steel lock box acceptable to the fire dept. is required by the fire dept. entrance and shall be flush mounted
8) All requirements of the City of Kelowna Fire and Life Safety Bylaw 10760 shall be met.
9) Fire alarm system is to be monitored by an agency meeting the CAN/ULC S561 Standard.
10) Contact Fire Prevention Branch for fire extinguisher requirements and placement.
11) Fire department connection is to be within 45M of a fire hydrant - unobstructed.
12) Ensure FD connection is clearly marked and visible from the street.
13) Standpipes to be located on intermediate landings.
14) Sprinkler zone valves shall be accessible as per fire prevention bylaw.
15) Dumpster/refuse container must be 3 meters from structures or overhangs or in a rated room in the parking garage.
16) Do not issue BP unless all life safety issues are confirmed.

7.0 Application Chronology

Date of Application Received (incomplete):	December 24th 2015
Date Terms of Reference for Traffic Study received:	January 25th 2016
Date Terms of Reference deemed incomplete:	February 3rd 2016
Date revised Terms of Reference submitted:	February 18th 2016
Date Terms of Reference approved:	February 25th 2016
Date Traffic Study submitted:	March 4th 2016
Date Application deemed complete and circulated:	March 17th 2016
Date Public Consultation:	June 29th 2016

Report prepared by:

_____
Adam Cseke

Reviewed by: Terry Barton, Urban Planning Manager

Approved for: Ryan Smith, Community Planning Department Manager

Attachments:

Attachment A - Development Engineering Memo
Schedule A – Applicant's Conceptual Renderings
Schedule B - Overall Site Plan
Traffic Impact Analysis

CITY OF KELOWNA

MEMORANDUM

Date: *July 5, 2016*
File No.: Z16-0019

To: Community Planning (AC)

From: Development Engineering Manager(SM)

Subject: *1543, 1547, 1555 Bedford Ave Revised* RU1 - RM5

Development Engineering Department have the following comments and requirements associated with this rezoning application. The road and utility upgrading requirements outlined in this report will be a requirement of this development.

The Development Engineering Technologist for this project is Sergio Sartori.

1. Domestic Water and Fire Protection

   (a) The existing lots are serviced with small diameter water services (3). The developer's consulting mechanical engineer will determine the domestic and fire protection requirements of this proposed development and establish hydrant requirements and service needs. The estimated cost of this construction for bonding purposes is **$10,000.00**

   (b) The applicant, at his cost, will arrange for the removal of the existing services and the installation of one new larger metered water service.

   (c) The developer must obtain the necessary permits and have all existing utility services disconnected prior to removing or demolishing the existing structures. The City of Kelowna water meter contractor must salvage existing water meters, prior to building demolition. If water meters are not salvaged, the developer will be invoiced for the meters.

2. Sanitary Sewer

   (a) The existing lots are serviced with 100mm diameter sanitary services (3). The developer's consulting mechanical engineer will determine the requirements of this proposed development and establish the required size and preferred location of the new service. Only one service will be permitted for this development. The applicant, at his cost, will arrange for the removal of all existing small diameter services and the installation of a new larger service. The estimated cost of this construction for bonding purposes is **$8,000.00**

3. Storm Drainage

   (a) The developer must engage a consulting civil engineer to provide a storm water management plan for these sites which meets the requirements of the City Storm Water Management Policy and Design Manual. 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.

Attachment A
This forms part of development
Permit # Z16-0019
City of Kelowna

(b) Only one service will be permitted for this development. The applicant, at his cost, will arrange for the installation of one new overflow service. The estimated cost of this construction for bonding purposes is **$5,000.00**

4. Road Improvements

(a) Bedford Ave must be upgraded to an urban standard(SS-R5) along the full frontage of this proposed development, including curb and gutter, sidewalk, landscaped boulevard complete with street trees drainage system including catch basins, manholes and pavement removal and replacement, street lighting and re-location or adjustment of utility appurtenances if required to accommodate the upgrading construction. The estimated cost of this construction for bonding purposes is **$42,000.00**

5. Transportation

a) The proposed development does not trigger further requirements based on the traffic impact assessment (TIA).
b) The Landmark Traffic Study does require revisions for City Transportation & Mobility approval.

6. Subdivision

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

(b) Dedicate 2.5m width along the full frontage of Bedford Avenue subject to Council approval of the Development Variance Permit.

(c) Provide a 4.5m Statutory Right of Way (SROW) along the full frontage of Ritchie Brooke subject to Council approval of the Development Variance Permit.

(d) Lot consolidation.

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

7. Electric Power and Telecommunication Services

a) All proposed distribution and service connections are to be installed underground. Existing distribution and service connections, on that portion of a road immediately adjacent to the site, are to be relocated and installed underground as the subject properties are within the "Capri Landmark Urban Centre".

b) Streetlights must be installed on Dickson Ave & Bedford Street.

c) Make servicing applications to the respective Power and Telecommunication utility companies. The utility companies are required to obtain the City's approval before commencing construction.

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

8. Engineering

a) Road and utility construction design, construction supervision, and quality control supervision of all off-site and site services including on-site ground recharge drainage collection and disposal

systems, must be performed by an approved consulting civil engineer. Designs must be submitted to the city engineering department for review and marked "issued for construction" by the city engineer before construction may begin.

9. 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.

10. Servicing Agreements for Works and Services

(a) A Servicing Agreement is required for all works and services on City lands in accordance with the Subdivision, Development & Servicing Bylaw No. 7900. The applicant's Engineer, prior to preparation of Servicing Agreements, must provide adequate drawings and estimates for the required works. The Servicing Agreement must be in the form as described in Schedule 2 of the bylaw.

(b) Part 3, "Security for Works and Services", of the Bylaw, describes the Bonding and Insurance requirements of the Owner. The liability limit is not to be less than $5,000,000 and the City is to be named on the insurance policy as an additional insured.

11. Geotechnical Report

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

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

12. Bonding and Levy Summary

(a) Bonding

Water service upgrades	$ 10,000
Sanitary sewer service upgrades	$ 8,000
Storm overflow services	$ 5,000
Bedford Street frontage improvements	$ 42,000
Total Bonding	**$65,000.00**

NOTE: The bonding amount shown above are comprised of estimated construction costs escalated by 140% to include engineering design and contingency protection and are provided for information purposes only. The owner should engage a consulting civil engineer to provide detailed designs and obtain actual tendered construction costs if he wishes to do so. Bonding for required off-site construction must be provided and may be in the form of cash or an irrevocable letter of credit, in an approved format.

The owner must also enter into a servicing agreement in a form provided by the City.

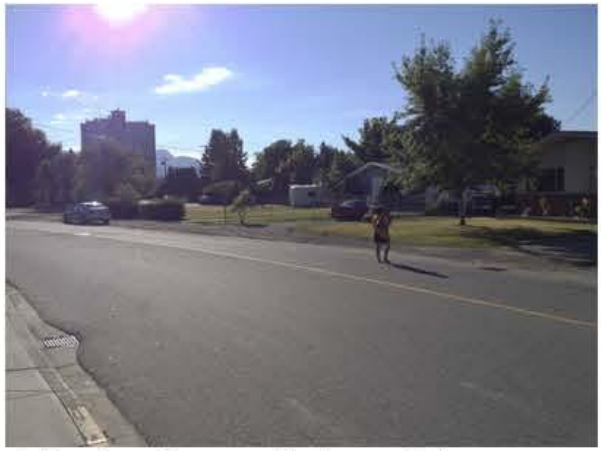
12. Development Permit and Site Related Issues

Access and Manoeuvrability
(i) Access to the site will be permitted from Bedford Ave.
(ii) Indicate on the site, the locations of loading bays as well as the garbage and recycle bins.

FOR

Steve Muenz, P. Eng.
Development Engineering Manager
SS

existing houses next to new building



4.site development along dickson ave

1.corner of burtch rd & dickson ave

ZONING SUMMARY

4 STOREY APARTMENT @ BEDFORD AVE

ADDRESS	1543, 1547 & 1555 BEDFORD AVENUE, KELOWNA BC
LEGAL DESCRIPTION	Lot 9, 10 & 11, Plan 10012
DEVELOPMENT PERMIT AREA	CAPRI - LANDMARK URBAN DISTRICT
EXISTING ZONING	RU6
PROPROSED ZONING	RM5 - MEDIUM DENSITY MULTIPLE HOUSING
EXISTING LEGAL USE	SINGLE FAMILY/ DUPLEX HOUSING
GRADES	LEVEL
NUMBER OF BUILDINGS	1

CRITERIA FOR ALL TYPES OF APPLICATION:	RM5 MEDIUM DENSITY MULTIPLE HOUSING	
	ZONING STANDARD	PROPOSAL
SITE AREA (sm)	1,400 sm	±2,660 sm
SITE WIDTH (m)	30.0m	±61m
SITE DEPTH (m)	35.0m	±42m
OFF-STREET PARKING	74 stalls min. (see parking calculations)	63 stalls in parkade 19 visitor stalls (phase 1 & 2) variance requested
PRIVATE OPEN SPACE	7.5 sm / bachelor x 20 = 150 sm 15.0 sm / 1 bed x 43 = 645 sm total = 795 sm min. 63 units	±869 sm (see building areas calculations)
HEIGHT OF BUILDING (S)/# OF STOREYS	18.0m / 4.5 storeys	±14.3m / 4.5 storeys
SITE COVERAGE OF BUILDING(S) (%)	40% max.	Variance requested: Level 0 Footprint 21,650 sf or 2,011 sm (±75.6%)
SITE COVERAGE INCLUDING BUILDINGS, DRIVEWAYS AND PARKING (%)	65% MAX.	Variance requested: 2,011+255 = 2,266sm (±85.2%)

ADDITIONAL REQUIREMENTS FOR COMMERCIAL, INDUSTRIAL AND MULTIPLE UNIT / INTENSIVE RESIDENTIAL APPLICATIONS:	RM5 MEDIUM DENSITY MULTIPLE HOUSING	
	ZONING STANDARD	PROPOSAL
NUMBER OF BICYCLE PARKING SPACES	Class I: 0.5 per dwelling unit x 63 units Total = 32 bikes min. Class II: 0.1 per dwelling unit x 63 units Total = 7 bikes min.	Class I: 32 bike racks within parkade Class II: 7 stall bike rack (see site plan)
NUMBER OF LOADING SPACES	N/A	N/A
DRIVE AISLE WIDTH (m) (IF PROPOSED)	7.0m	7.0m
SETBACKS TO PARKING (m):		
NORTH (FRONT)	N/A	N/A
SOUTH (REAR)	3.0m min. (Environmental Setback)	± 3.05m
WEST (SIDE)	N/A	N/A
EAST (SIDE)	N/A	N/A
FLOOR AREA NET	± 3,684 sm max. net area	± 2,831 sm
FLOOR AREA RATIO (F.A.R.)	1.1 + 0.1 parking bonus x (63 / 74) + 0.2 urban centre bonus = 1.39 max FAR	1.06
BUILDING (S) SETBACKS (M):		
NORTH (FRONT)	6.0m min.	±8.4m to apartments

BUILDING AND FLOOR AREAS:

UNIT TYPES		UNIT GFA ±sf	UNIT NFA ±sf	UNIT NFA ±sm	UNIT count	total NFA ±sf	total NFA ±sm	BALCONY AREAS ±sf (incl. townhouse patios)
A	MICRO-STUDIO	312	290	27	20	5,800	539	1,500
B	1 BED/DEN	675	630	59	24	15,120	1,405	1,368
C	1 BED	475	445	41	9	4,005	372	360
C1	1 BED	494	460	43	3	1,380	128	120
D	1 BED	464	430	40	3	1,290	120	40
T	1 BED/DEN	764	715	66	3	2,145	199	210
T1	1 BED/DEN	784	730	68	1	730	68	70
TOTAL					63	30,470	2,831	3,668

COMMON / PRIVATE OPEN SPACE:	±sf	±sm
BALCONIES	3,668	341
AMENITY AREA @ PARKADE ROOF	5,310	493
LEVEL 1 COMMON ROOM	380	35
TOTAL	9,358	869

	GFA ±sf	GFA ±sm	Res. GFA ±sf	Res. GFA ±sm	NFA ±sf	NFA ±sm
PARKADE	18,573	1,726				
1ST LEVEL			11,012	1,024	8,105	752
2ND LEVEL			9,400	873	7,455	693
3RD LEVEL			9,400	873	7,455	693
4TH LEVEL			9,400	873	7,455	693
TOTAL RESIDENTAL GFA			39,212	3,643		
TOTAL NET AREA FOR F.A.R.					30,470	2,831

SITE COVERAGE AREAS:	
LEVEL 1 RESIDENTIAL FOOTPRINT AREA	±1,024 sm (11,012 sf)
PARKADE LEVEL FOOTPRINT AREA INCL. PARKING @ GRADE	±2,264 sm (24,375 sf)

BUILDING CODE REVIEW

4 STOREY APARTMENT @ BEDFORD AVE

OCCUPANCY	GROUP C	GROUP F3
ARTICLE	3.2.2.50	3.2.2.82
NO. OF STOREYS	4 LEVELS ABOVE PARKADE	4
NO. OF STREETS FACING	2	2
MAX. BUILDING AREA	1800 sm 3.2.2.50.(1)	3600 sm 3.2.2.82.(1)
NOTE: PARKADE TO BE CONSIDERED AS A SEPARATE BUILDING IN ACCORDANCE WITH 3.2.1.2		
CONSTRUCTION TYPE	COMBUST./NON-COMBUST.	NON-COMBUST.
SPRINKLERED	YES (NFPA 13R)	
ASSEMBLY RATINGS:		
FLOOR	1 hr. (2 hr. RATING ABOVE PARKADE)	
WALLS / BEARING STRUCTURE	1 hr. (2 hr. RATING FOR PARKADE)	
ROOFS	1 hr. required above residential units 3.3.1.1.	

FIRE PRO

LOCATION OF HYD
SIAMESE CONNEC
STANDPIPE/HOSE
SPRINKLERED
FIRE ALARM SYST
EXIT LIGHTS
EMERGENCY LIGH

OCCUPA

PARKADE LEVEL:
RESID. LEVEL 1:
RESID. LEVELS 2,

EXIT FAC

REQUIRED EXITS
PARKADE LEVEL
RESIDENTIAL LEV
LEVEL 1 (doors)
LEVEL 1 (stairs)
LEVEL 2, 3 & 4 (doo
LEVEL 2, 3 & 4 (sta
RESIDENTIAL UNI
EXIT THROUGH LO
PANIC HARDWARE
EXIT EXPOSURE
MAX. TRAVEL DIST
EXIT RATINGS RE
STAIR SHAFTS
CORRIDORS

SCHEDULE A
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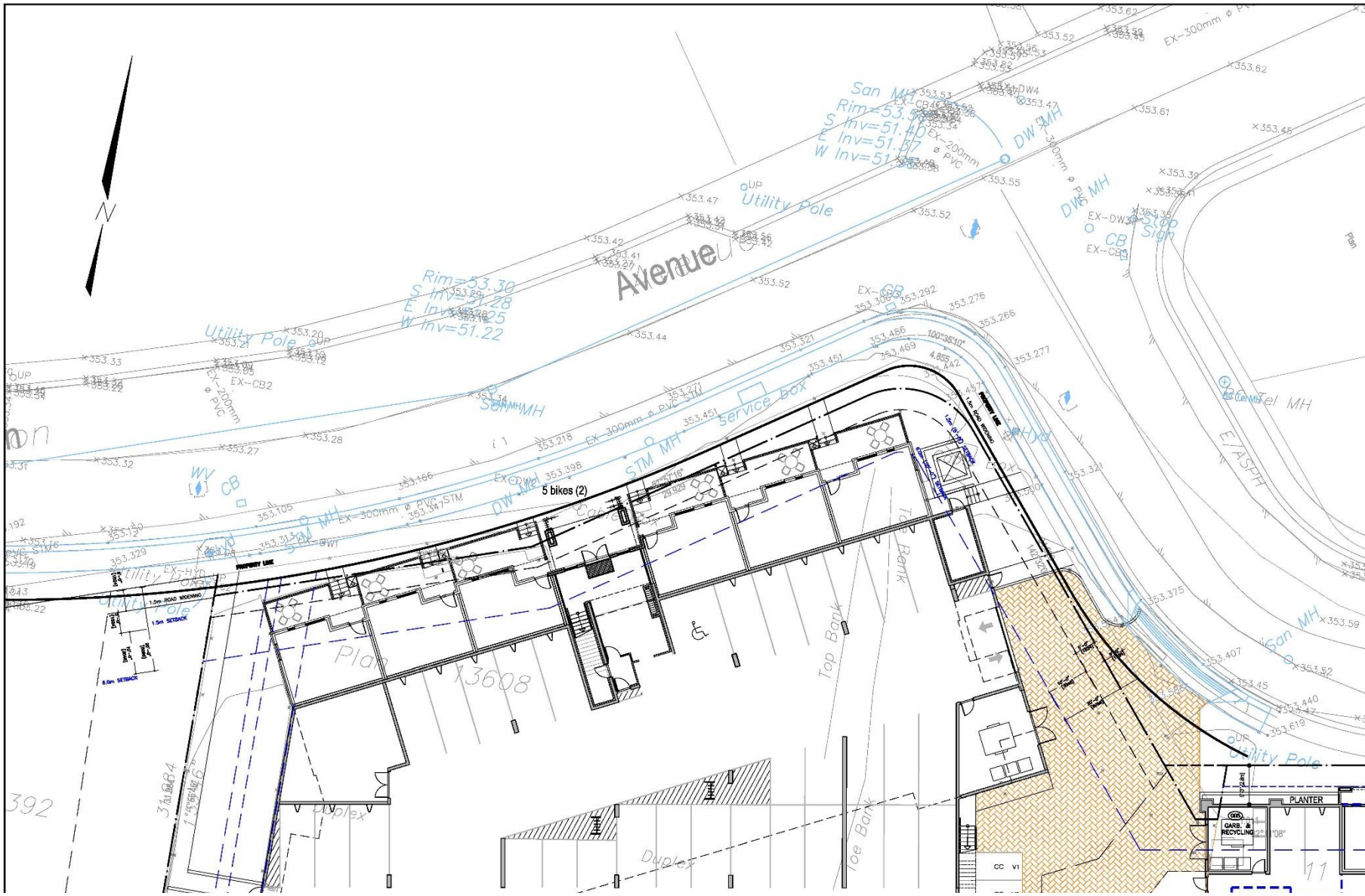
Permit # Z16-0019
City of Kelowna



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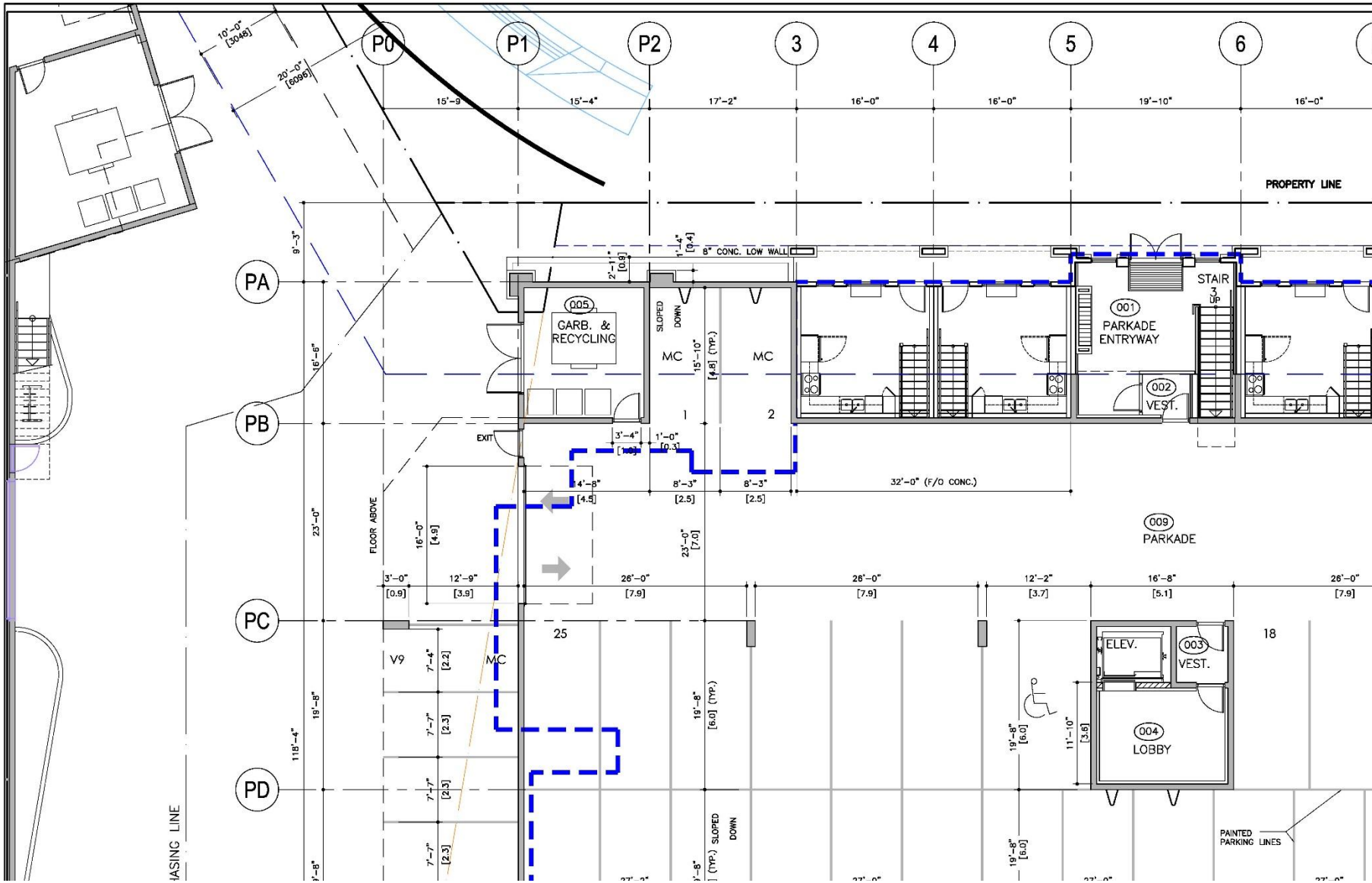

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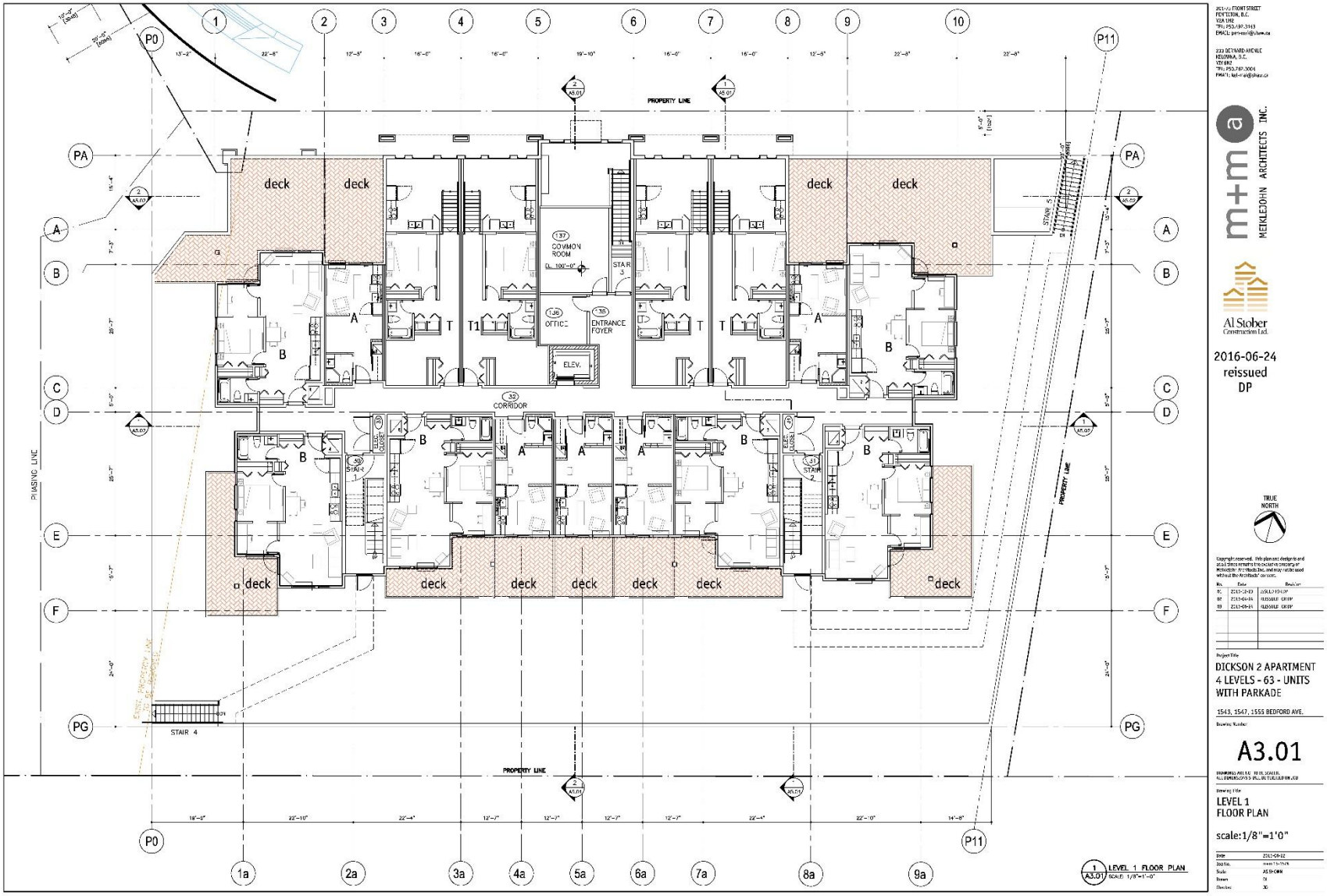

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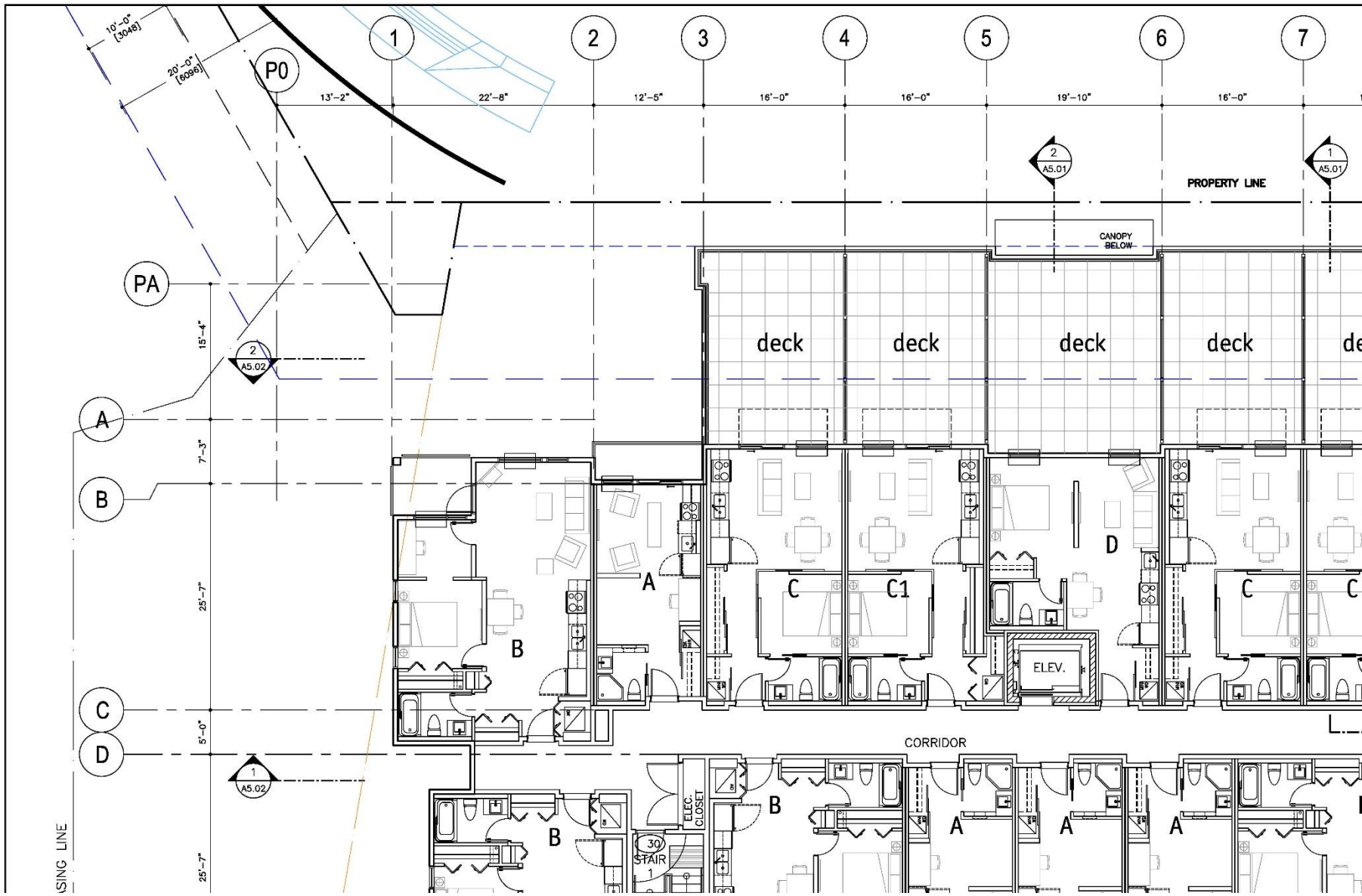

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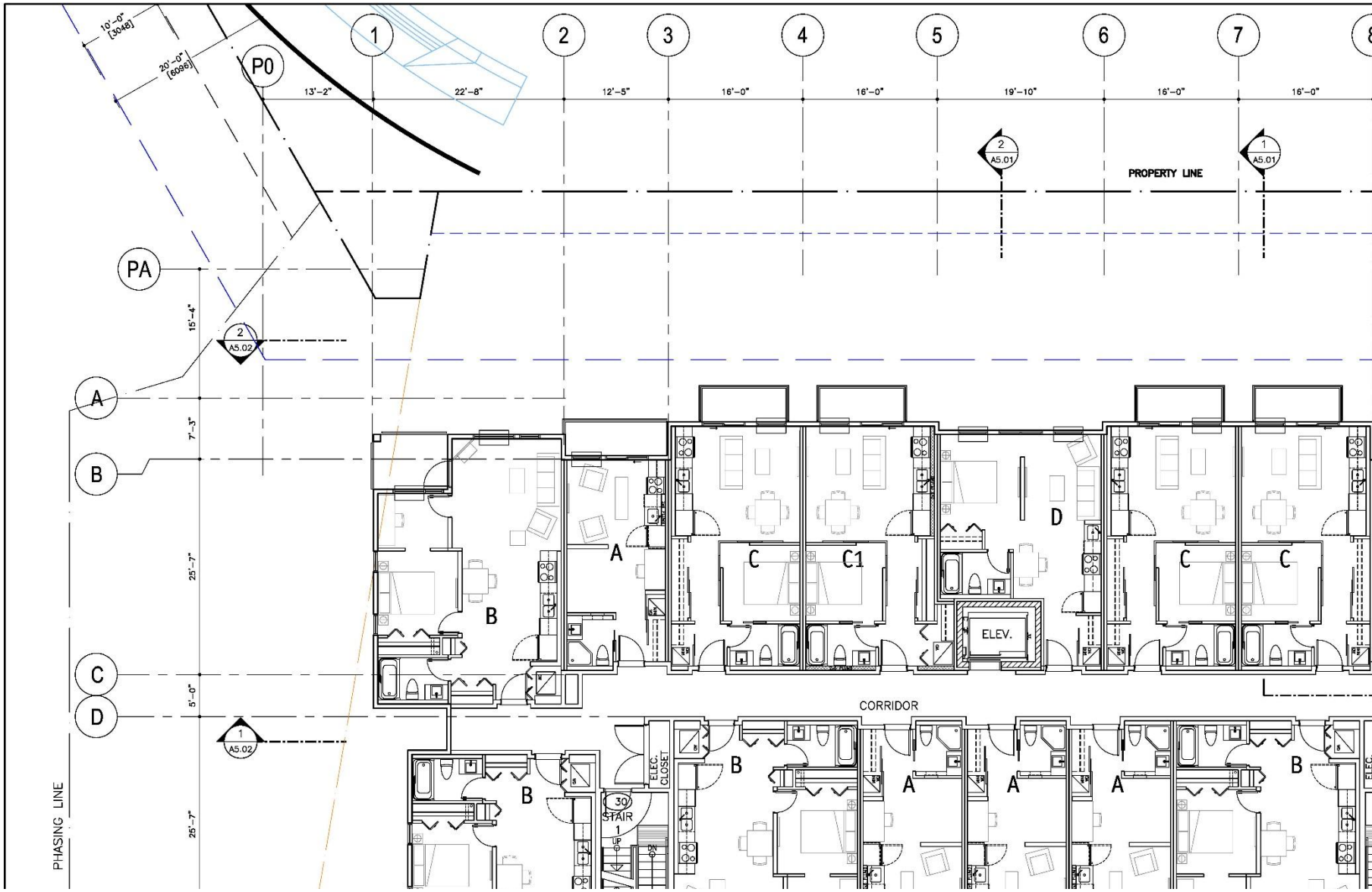

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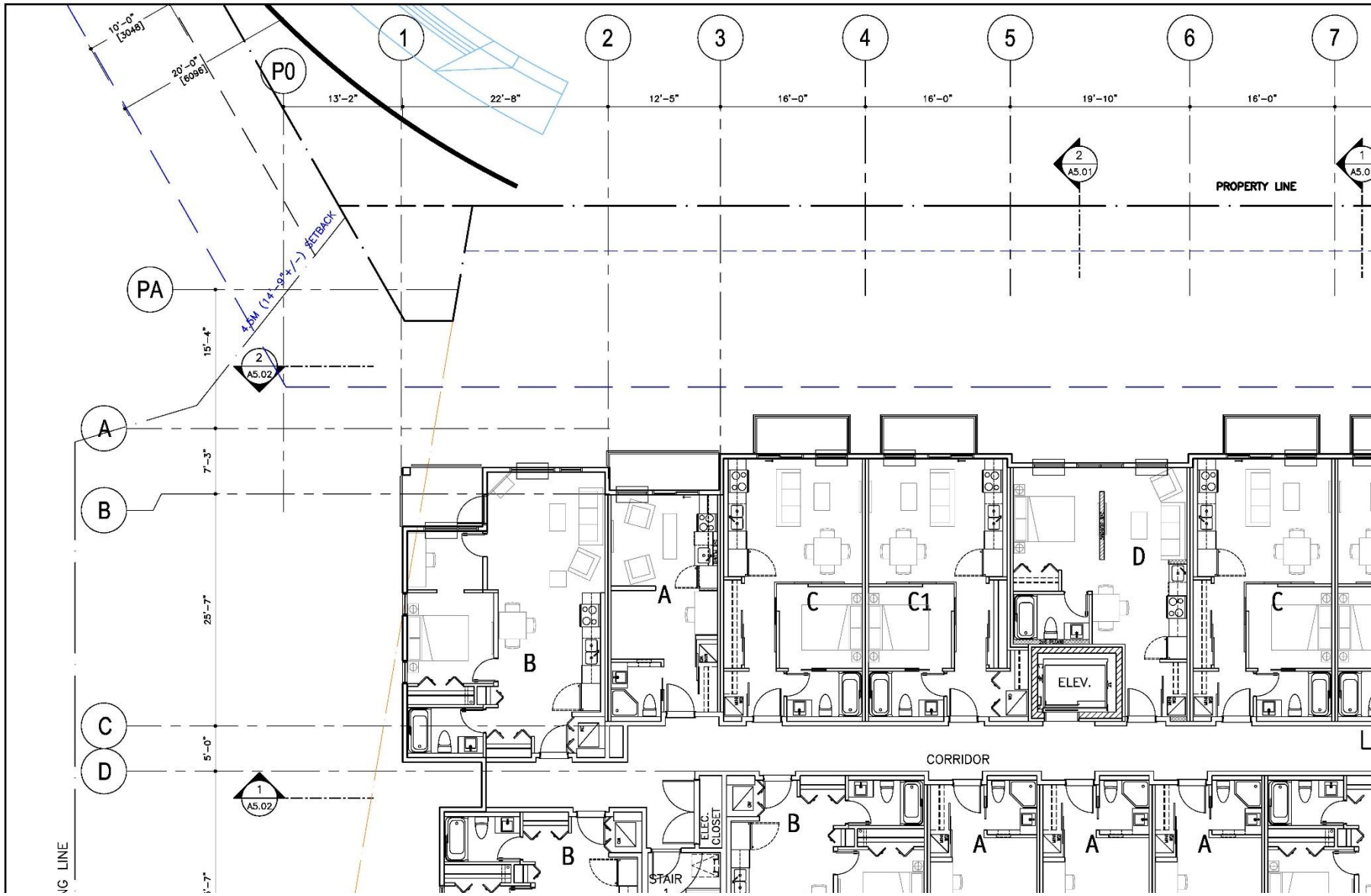

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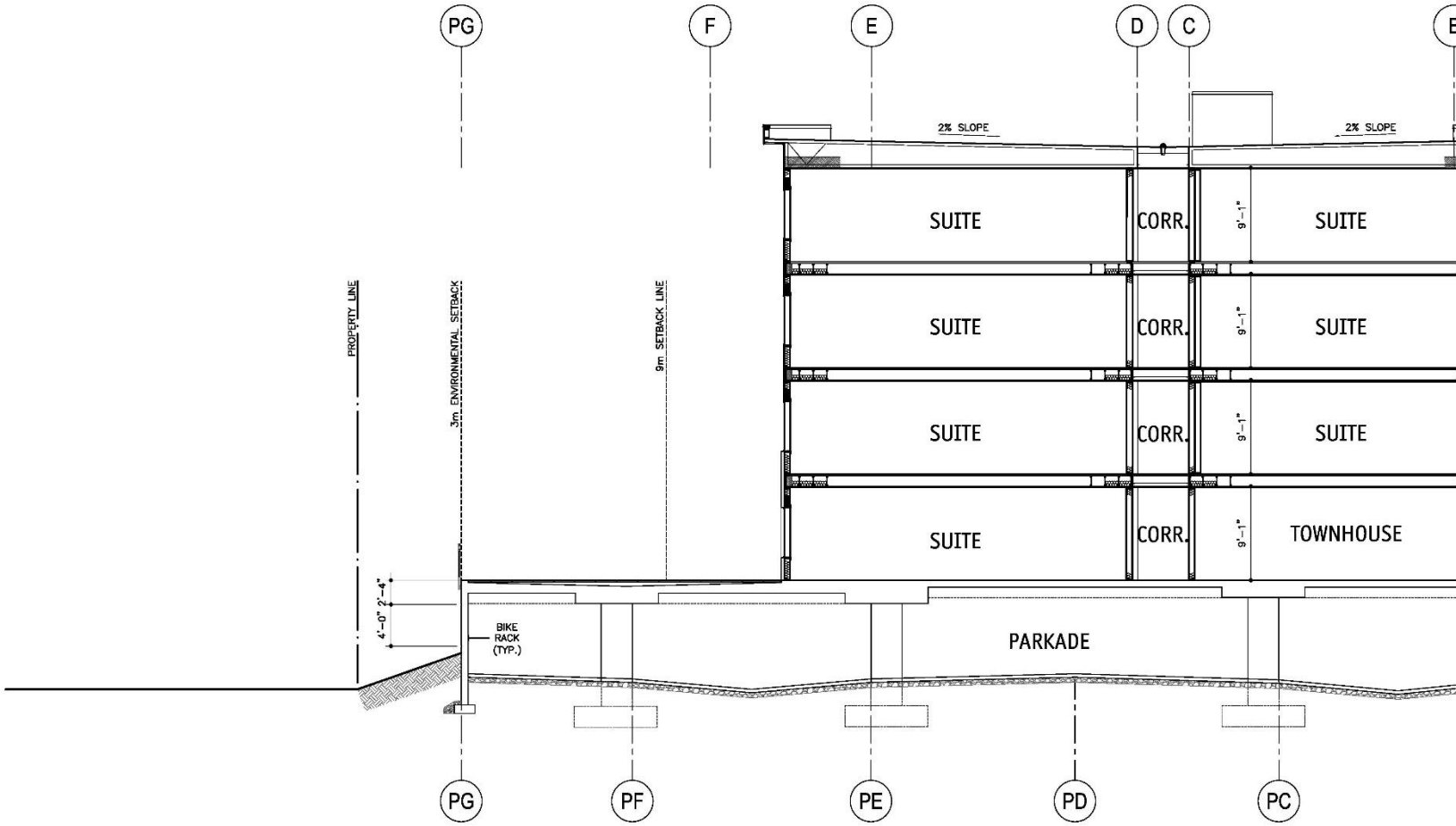
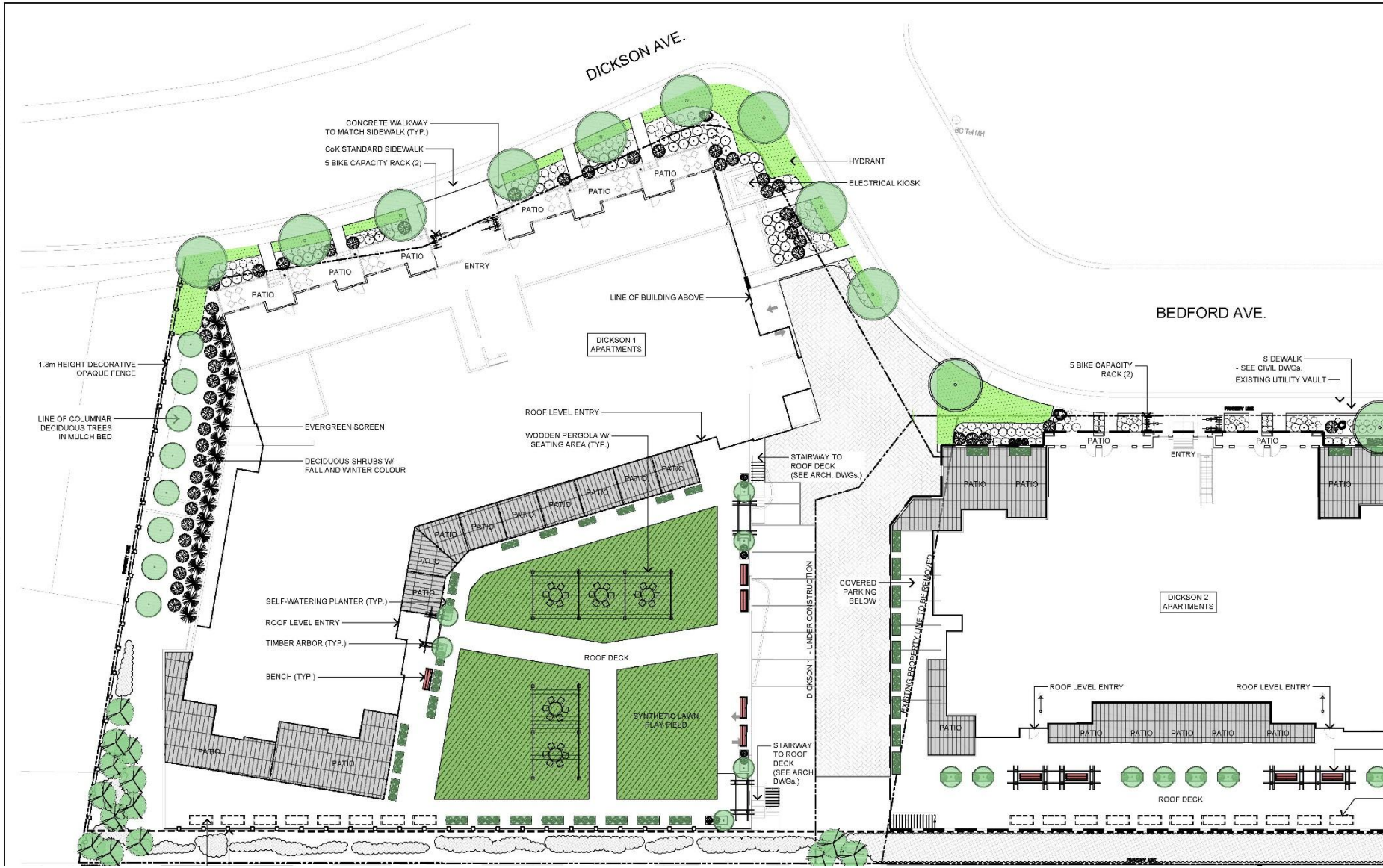
Permit # Z16-0019

City of Kelowna



SCHEDULE A
This forms part of development
Permit # Z16-0019
City of Kelowna



SCHEDULE B
This forms part of development
Permit # Z16-0019

City of Kelowna

Project No.: 14132
File No.: 5-L-003

COST

TIME

QUALITY

March 4, 2016

Harry Issler
Al Stober Construction Ltd.
1700 – 1631 Dickson Avenue
Kelowna, BC V1Y 0B5

Dear Harry:

Re: Landmark Neighbourhood
Traffic Impact Analysis

We are pleased to provide the Traffic Impact Assessment of the anticipated traffic generated by the proposed development of the Landmark and Dickson neighbourhood.

This report is based on the review of previously completed traffic studies in the subject area, discussions with City of Kelowna Staff, and our work on previous traffic studies for similar projects in the Okanagan. The background morning and afternoon peak hour traffic volumes, and full buildout and phasing of the Landmark Neighbourhood is included within this submission.

The Traffic Impact Study has been prepared to determine the effect the proposed Residential and Office Development, combined with the anticipated community growth, will have on adjacent roadways and the City of Kelowna major roadway infrastructure. This report addresses the off-site planning, traffic generation and distribution, traffic analysis, and recommendations for major street improvement requirements. A Terms of Reference for the Traffic Impact Assessment was prepared and the study requirements reviewed in a meeting with City of Kelowna Engineering Staff.

A) Introduction

The subject area is located within the Dickson Avenue residential neighbourhood and the Landmark Business Park, as noted in the hatched area on Figure 1 below.

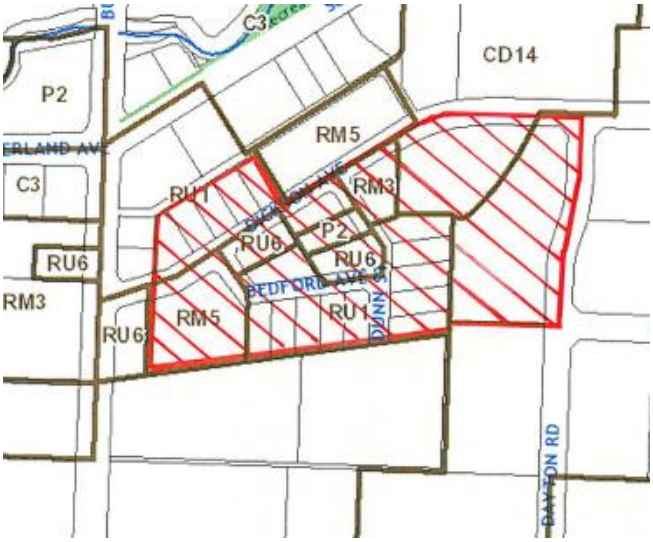


Figure 1 – Study Area with the Current City of Kelowna Zoning

Dickson Avenue, from Burtch Road to Dayton Street is a minor collector that serves single family, town house, and multi-family units, and provides the western entry to the Landmark Business Centre. Bedford Avenue is a local road (90m to the east of the 'T' intersection with Burtch Road) that connects to Dunn Street, with both local streets serving single family homes and multi-family units. Dayton Street, from Springfield Road to Dickson Avenue is a minor collector that serves both the Landmark Business Centre and the Commercial/Industrial area south of the Landmark Business Centre.

The 2020 horizon for the background traffic analysis is based on the completion of the southbound right turn lane on Dayton Street at the Springfield Road intersection and the elimination of the westbound left run from the Dickson Avenue and Burtch Road intersection.

B) BACKGROUND INFORMATION

Existing traffic counts were completed for the following intersections:

- Sutherland Avenue and Burtch Road, November 5, 2015 by City of Kelowna;
- Sutherland Avenue and Burtch Road, July 11, 2014, by City of Kelowna;
- Springfield Road and Dayton Street, November 5, 2015 by City of Kelowna;
- Dickson Avenue and Dunn Street, September 24, 2015, by CTQ;
- Dayton Street and Dolphin Avenue, November 5, 2015, by CTQ; and,
- Dayton Street and Dickson Avenue, November 6, 2015, by CTQ.

The future (2020, and 2030) traffic volumes were prepared based on the assessment of the traffic information listed above and have been factored up by an annual traffic growth rate of 2%. The 2020, and 2030 background AM and PM Peak Hour traffic volumes for intersections adjacent to the subject area are presented in the appendix.

As part of the approval for the apartment building located on the corner of Dickson Avenue and Bedford Avenue (currently under construction by Al Stober Construction Ltd.) offsite improvements were required to the Dickson Avenue and Burtch Road intersection, and the Dayton Street and Springfield Road intersection. Figure 2 shows the development of the median islands that will restrict the left turn from Dickson Avenue.

Figure 2 – Dickson Avenue and Burtch Road

Figure 3 shows the development of the right turn lane on Dayton Street at the Springfield Road intersection.

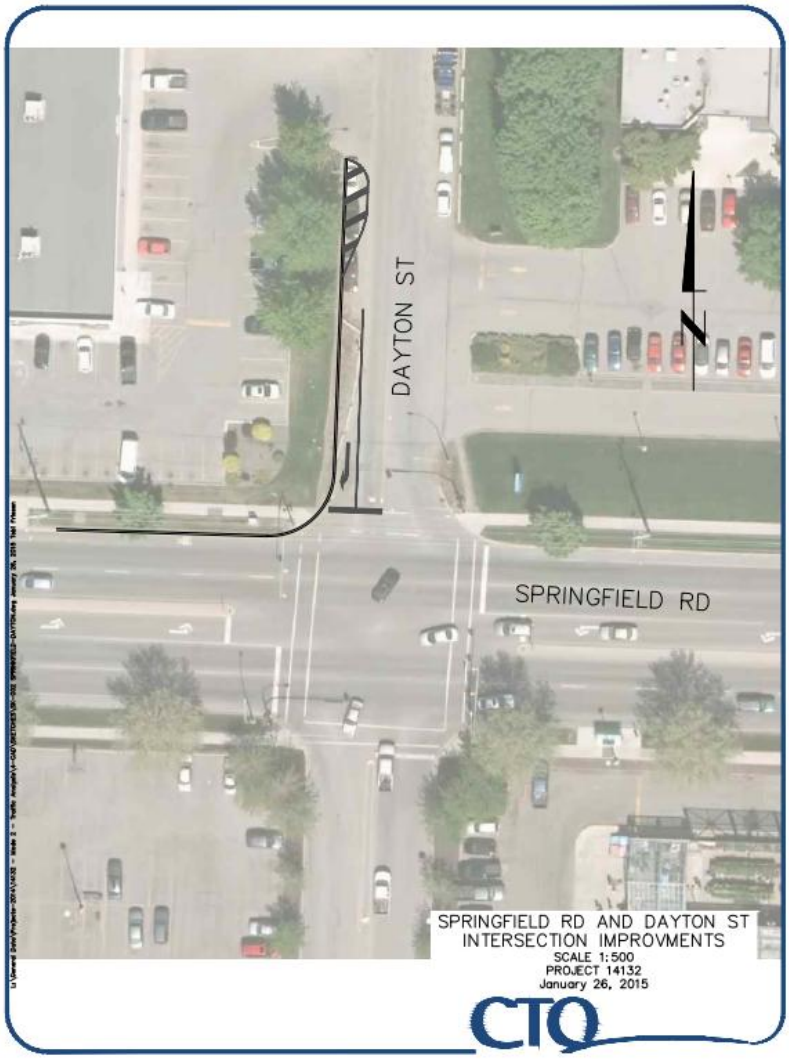


Figure 3 – Dayton Street and Springfield Road

The above noted intersection improvements have been bonded by Al Stober Construction Ltd. (ASC), and the works are anticipated to be completed in 2016.

C) TRAFFIC GENERATION and DISTRIBUTION

The Study area is anticipated to have infill completed in the areas as shown on Figure 4. There is an 80 unit apartment currently under construction on the Corner of Dickson Avenue and Bedford Avenue by ASC. ASC is currently in the planning stages for a 70 unit apartment on Bedford Avenue with completion anticipated by 2018. ASC is planning on developing a 15 unit townhouse with an adjacent commercial unit on Dunn Street in conjunction with the proposed Landmark 7 office tower on Dayton Street with completion anticipated by 2030.

The Dickson neighbourhood is forecast to develop as per the future land use identified within the current Official Community Plan, with a further conversion of the single family homes to a mix of multi-family and town house units. It is anticipated an additional 234 multi-family units will be added by other developers prior to 2030.

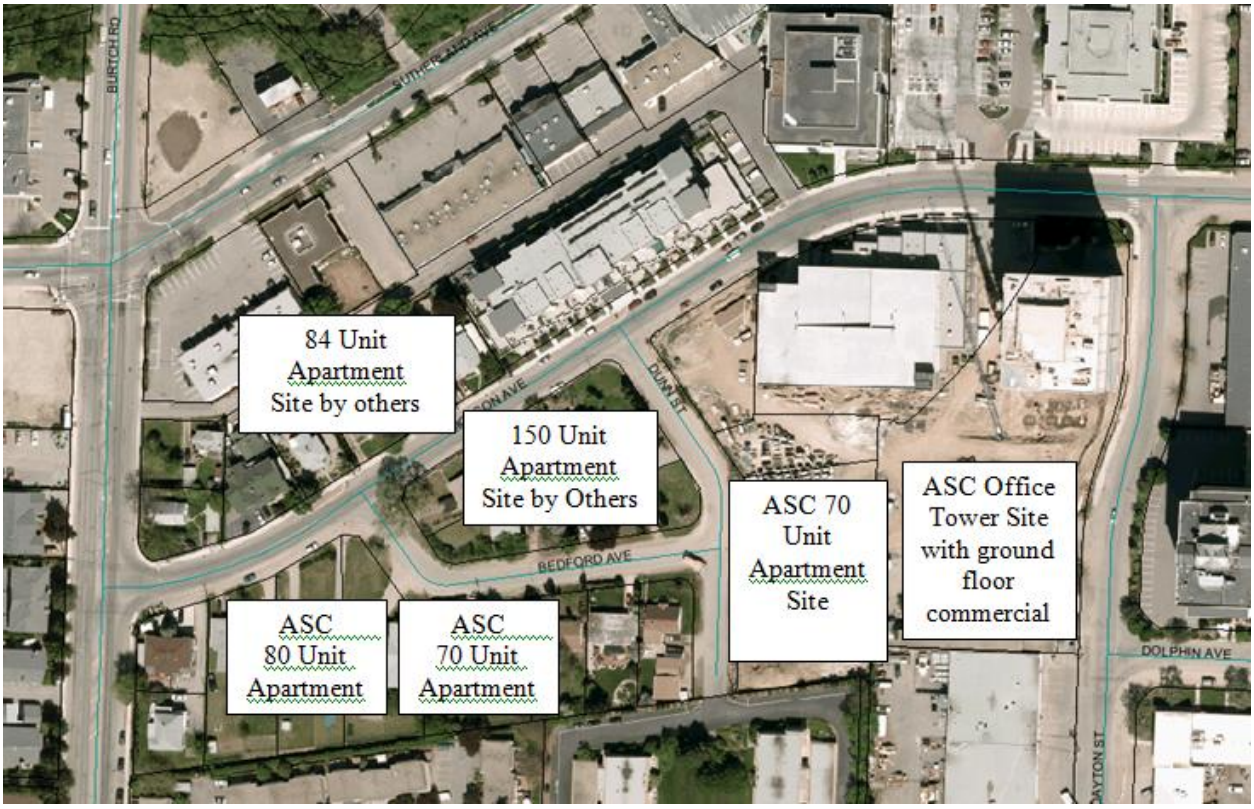


Figure 4 – Anticipated Study Area Buildout

The analysis periods used in this study are the weekday AM and PM peak hours that coincide with the peak hour periods on the adjacent streets. The basis of traffic generation data used for the study is the Institute of Transportation Engineers (ITE) 9th Edition Trip Generation Rates Manual. The AM and PM Peak Hour Rates used to determine the development traffic generations are as per the ITE Trip Generation Rates Manuals.

The anticipated 2020 buildout of the Landmark Neighbourhood consists of the following mix of uses:

- 80 Low Rise Apartment Units (currently under construction);
- 70 Low Rise Apartment Units, on Bedford Avenue; and,
- 70 Low Rise Apartment Units, on Dunn Street.

By 2020 the site is anticipated to generate the following off-site peak hour traffic volumes, as presented in Table 1 below:

Proposed Landmark Centre Phase 1 Development

Description / ITE Code	Units	ITE Vehicle Trip Generation Rates								Expected Units	Total Generated Trips			Total Distribution of Generated Trips			
		Weekday	AM	PM	Pass By	AM In	AM Out	PM In	PM Out		Daily	AM Hour	PM Hour	AM In	AM Out	PM In	PM Out
Resd. Condo / Townhouse ITE Code 230	Dwelling Unit	5.81	0.44	0.52		17%	83%	67%	33%	80.0	465	35	42	6	29	28	14
Resd. Condo / Townhouse ITE Code 230	Dwelling Unit	5.81	0.44	0.52		17%	83%	67%	33%	70.0	407	31	36	5	26	24	12
Resd. Condo / Townhouse ITE Code 230	Dwelling Unit	5.81	0.44	0.52		17%	83%	67%	33%	70.0	407	31	36	5	26	24	12
											1,279	**97**	**114**	**16**	**81**	**76**	**38**

Table 1 – Landmark Neighbourhood Phase 1 (2020) Buildout Trip Generation Rate Table

The anticipated 2020 buildout for the Landmark Neighbourhood is anticipated to generate the following off-site peak hour traffic volumes:

- AM generation of 97 trips; and,
- PM generation of 114 trips.

The anticipated distribution of traffic generated from the Phase 1 build out is presented in Figure 5 for the AM Peak Hour, and Figure 6 for the PM Peak Hour, on the following page.

Figure 5 – Anticipated Phase 1 AM Peak Hour Traffic Distribution

Figure 6 – Anticipated Phase 1 PM Peak Hour Traffic Distribution

The anticipated 2030 buildout of the Landmark Neighbourhood consists of the following mix of uses:

- Office Tower with 120,000 ft^2 of office space; and,
- 3,000 ft^2 of Neighbourhood Commercial, on the main floor of the office tower.

Phase 2 of the Landmark Neighbourhood is anticipated to generate the following off-site peak hour traffic volumes, as presented in Table 2 below:

Proposed Landmark Centre Phase 2 Development

Description / ITE Code	Units	ITE Vehicle Trip Generation Rates								Expected Units	Total Generated Trips			Total Distribution of Generated Trips			
		Weekday	AM	PM	Pass By	AM In	AM Out	PM In	PM Out		Daily	AM Hour	PM Hour	AM In	AM Out	PM In	PM Out
Office Park by CoK	KSF^2	25.21	1.85	2.23		72%	28%	36%	64%	120.0	3,025	222	268	160	62	96	172
											3,025	**222**	**268**	**160**	**62**	**96**	**172**

Table 2 – Landmark Neighbourhood Phase 2 Buildout Trip Generation Rate Table

The anticipated 2030 buildout (Phase 1 plus Phase 2) for the Landmark Neighbourhood is anticipated to generate the following off-site peak hour traffic volumes:

- AM generation of 319 trips; and,
- PM generation of 382 trips.

The anticipated distribution of traffic generated from the combined Phase 1 and Phase 2 build out is presented in Figure 7 for the AM Peak Hour, and Figure 8 for the PM Peak Hour, on the following page.

Figure 7 – Anticipated Phase 1 and Phase 2 AM Peak Hour Traffic Distribution

Figure 8 – Anticipated Phase 1 and Phase 2 PM Peak Hour Traffic Distribution

The anticipated buildout by others in the Dickson Area consists of the following mix of uses:

- 150 Low Rise Apartment Units, on Dickson Avenue; and,
- 84 Low Rise Apartment Units, on Dickson Avenue.

By 2030 the buildout by others in the Dickson Neighbourhood is anticipated to generate the following off-site peak hour traffic volumes, as presented in Table 3 below:

Proposed Dickson Avenue Development, by Others

Description / ITE Code	Units	ITE Vehicle Trip Generation Rates								Expected Units	Total Generated Trips			Total Distribution of Generated Trips			
		Weekday	AM	PM		AM In	AM Out	PM In	PM Out		Daily	AM Hour	PM Hour	AM In	AM Out	PM In	PM Out
Resd. Condo / Townhouse ITE Code 230	Dwelling Unit	5.81	0.44	0.52		17%	83%	67%	33%	150.0	872	66	78	11	55	52	26
Resd. Condo / Townhouse ITE Code 230	Dwelling Unit	5.81	0.44	0.52		17%	83%	67%	33%	84.0	488	37	44	6	31	29	14
											1,360	**103**	**122**	**17**	**86**	**81**	**40**

Table 3 – Dickson Neighbourhood by Others (2030) Buildout Trip Generation Rate Table

The anticipated 2030 buildout by others for the Dickson Neighbourhood is anticipated to generate the following off-site peak hour traffic volumes:

- AM generation of 103 trips; and
- PM generation of 122 trips.

The anticipated distribution of traffic generated from the Dickson Neighbourhood build out is presented in Figure 9 for the AM Peak Hour, and Figure 10 for the PM Peak Hour, on the following page.

Figure 9 – Anticipated Dickson Neighbourhood AM Peak Hour Traffic Distribution

Figure 10 – Anticipated Dickson Neighbourhood PM Peak Hour Traffic Distribution

D) TRAFFIC ANALYSIS

The operations of the intersections have been analyzed utilizing Highway Capacity Manual Synchro 8 software for signalized and unsignalized intersections. An operational level of service is determined for each movement based upon the calculated delay.

The Levels of Service (LoS) for signalized intersections are as follows:

- LoS A represents less than 10 seconds of average delay and is considered a good operating condition;
- LoS B represents greater than 10 seconds and less than 20 seconds of average delay and is considered a good operating condition;
- LoS C represents greater than 20 seconds and less than 35 seconds of average delay and is considered a fair operating condition;
- LoS D represents greater than 35 seconds and less than 55 seconds of average delay and is considered a fair operating condition;
- LoS E represents greater than 55 seconds and less than 80 seconds of average delay and is considered a poor operating condition; and,
- LoS F represents more than 80 seconds of average delay and is considered a failed operating condition.

The LoS for unsignalized intersections are as follows:

- LoS A represents less than 10 seconds of average delay and is considered a good operating condition;
- LoS B represents greater than 10 seconds and less than 15 seconds of average delay and is considered a good operating condition;
- LoS C represents greater than 15 seconds and less than 25 seconds of average delay and is considered a fair operating condition;
- LoS D represents greater than 25 seconds and less than 35 seconds of average delay and is considered a fair operating condition;
- LoS E represents greater than 35 seconds and less than 50 seconds of average delay and is considered a poor operating condition; and,
- LoS F represents more than 50 seconds of average delay and is considered a failed operating condition.

Generally, and in accordance with the *Ministry of Transportation Site Impact Analysis Requirements Manual*, in urban areas, improvements are considered when the overall intersection performance nears LoS E. For arterial streets, through traffic improvements are to be considered when the performance nears LoS D and the volume to capacity (v/c) ratio is greater than 0.80. The City of Kelowna uses a v/c ratio threshold of 0.90 and LoS of D.

The background and background plus development intersection analysis results for the Weekday AM and PM Peak Hour traffic for the 2020, and 2030 horizon years are presented on the following tables.

Background Traffic Analysis

Table 4 presents the intersection analysis results for the 2020 AM and PM Peak Hour background traffic. The Synchro analysis reports for each intersection are included in the appendix.

	Control	Period	Critical V/C	Delay (Sec)	Overall LOS	Comment
Sutherland Avenue and Burtch Road	Signal	AM	0.38	9.9	A	
		PM	0.61	12.2	B	NB Left LoS B; Storage length 32m NB Through LoS A; Storage length 49m
Burtch Road and Dickson Avenue	Stop Sign	AM	0.24	2.9	A	
		PM	0.52	4.3	A	WB Right LoS C; Storage length 23m
Burtch Road and Springfield Road	Signal	AM	0.51	12.1	B	
		PM	0.95	30.0	C	SB Left LoS E; Storage length 57m WB Left LoS C; Storage length 73m
Dolphin Avenue and Dayton Street	Stop Sign	AM	0.09	2.6	A	
		PM	0.16	3.7	A	
Dickson Avenue and Dayton Street	Stop Sign	AM	0.11	2.6	A	
		PM	0.17	3.0	A	
Springfield Road and Dayton Street	Signal	AM	0.51	7.9	A	
		PM	0.85	17.0	B	WB Left LoS D; Storage length 32m SB Through and Left LoS D; Storage length 62m SB Right LoS C; Storage length 43m
Dickson Avenue and Dunn Street	Stop Sign	AM	0.22	0.7	A	
		PM	0.08	0.8	A	
Dickson Avenue and Bedford Avenue	Stop Sign	AM	0.22	0.3	A	
		PM	0.09	0.3	A	

Table 4 - 2020 Background AM and PM Peak Hour Intersection Performance

Table 5 presents the intersection analysis results for the 2030 AM and PM Peak Hour background traffic. The Synchro analysis reports for each intersection are included in the appendix.

	Control	Period	Critical V/C	Delay (Sec)	Overall LOS	Comment
Sutherland Avenue and Burtch Road	Signal	AM	0.50	11.6	B	
		PM	0.85	17.7	B	NB Left LoS C; Storage length 85m NB Through LoS B; Storage length 82m
Burtch Road and Dickson Avenue	Stop Sign	AM	0.26	2.7	A	
		PM	0.56	4.2	A	WB Right LoS C; Storage length 27m
Burtch Road and Springfield Road	Signal	AM	0.66	15.8	B	EB Left LoS C; Storage length 32m
		PM	1.08	70.7	E	SB Left LoS F; Storage length 100m EB Left LoS F; Storage length 35m WB Through LoS F; Storage length 307m
Dolphin Avenue and Dayton Street	Stop Sign	AM	0.09	2.6	A	
		PM	0.16	3.7	A	
Dickson Avenue and Dayton Street	Stop Sign	AM	0.11	2.6	A	
		PM	0.17	3.7	A	
Springfield Road and Dayton Street	Signal	AM	0.61	9.6	A	
		PM	1.10	26.5	C	WB Left LoS F; Storage length 33m SB Through and Left LoS D; Storage length 68m SB Right LoS C; Storage length 55m NB Left LoS D; Storage length 42m
Dickson Avenue and Dunn Street	Stop Sign	AM	0.22	0.7	A	
		PM	0.08	0.8	A	
Dickson Avenue and Bedford Avenue	Stop Sign	AM	0.22	0.3	A	
		PM	0.09	0.3	A	

Table 5 - 2030 Background AM and PM Peak Hour Intersection Performance

Table 6 provides a summary of upgrades required to bring network operation into satisfactory operation, resulting from the projected growth in 2020 and 2030 background traffic.

Intersection	Year	Upgrade
Sutherland Avenue and Burtch Road	2030	No improvements required
Burtch Road and Dickson Avenue	2020	The background traffic analysis is based on the completion of the elimination of the westbound left turn from the Dickson Avenue and Burtch Road intersection. Works to be completed by ASC prior to 2020.
	2030	No improvements required
Burtch Road and Springfield Road	2030	Addition of westbound Right Turn Lane Addition of southbound Left Advance Phase Addition of northbound Through Lane (Conversion of northbound Right Turn Lane to combined Through and Right Lane). SB Left LoS E; Storage length 82m EB Left LoS D; Storage length 44m WB left LoS E; Storage length 140m
Dolphin Avenue and Dayton Street	2030	No improvements required
Dickson Avenue and Dayton Street	2030	No improvements required
Springfield Road and Dayton Street	2020	The background traffic analysis is based on the completion of the southbound right turn lane on Dayton Street at the Springfield Road intersection. Works to be completed by ASC prior to 2020.
	2030	Addition of westbound Left Advance Phase Addition of southbound Left Turn Lane SB Left LoS E; Storage length 67m
Dickson avenue and Dunn Street	2030	No improvements required
Dickson Avenue and Bedford Avenue	2030	No improvements required

Table 6 - Background Traffic Intersection Upgrades

Background plus Development Traffic Analysis

Table 7 presents the intersection analysis results of the 2020 AM and PM Peak Hour background plus Phase 1 of Landmark Area Traffic. The Synchro analysis reports for each intersection are included in the appendix.

	Control	Period	Critical V/C	Delay (Sec)	Overall LOS	Comment
Sutherland Avenue and Burtch Road	Signal	AM	0.39	8.5	A	
		PM	0.63	12.6	B	NB Left LoS B; Storage length 35m NB Through LoS A; Storage length 52m
Burtch Road and Dickson Avenue	Stop Sign	AM	0.26	3.2	A	
		PM	0.56	4.8	A	WB Right LoS C; Storage length 26m
Burtch Road and Springfield Road	Signal	AM	0.71	11.6	B	
		PM	0.96	30.7	C	SB Left LoS E; Storage length 57m WB Left LoS C; Storage length 74m
Dolphin Avenue and Dayton Street	Stop Sign	AM	0.09	2.5	A	
		PM	0.17	3.6	A	
Dickson Avenue and Dayton Street	Stop Sign	AM	0.14	2.4	A	
		PM	0.18	3.0	A	
Springfield Road and Dayton Street	Signal	AM	0.49	8.2	A	
		PM	0.90	18.4	B	WB Left LoS D; Storage length 29m SB Through and Left LoS D; Storage length 71m SB Right LoS C; Storage length 45m
Dickson Avenue and Dunn Street	Stop Sign	AM	0.22	1.2	A	
		PM	0.09	1.5	A	
Dickson Avenue and Bedford Avenue	Stop Sign	AM	0.22	1.3	A	
		PM	0.13	0.9	A	

Table 7 - 2020 Background plus Phase 1 of Landmark Area AM and PM Peak Hour Intersection Performance

Table 8 presents the intersection analysis results of the 2030 AM and PM Peak Hour background plus Phase 1 and Phase 2 of the Landmark Area Traffic. The Synchro analysis reports for each intersection are included in the appendix.

	Control	Period	Critical V/C	Delay (Sec)	Overall LOS	Comment
Sutherland Avenue and Burtch Road	Signal	AM	0.66	10.8	B	
		PM	0.90	21.1	C	NB Left LoS D; Storage length 104m NB Through LoS B; Storage length 100m
Burtch Road and Dickson Avenue	Stop Sign	AM	0.36	3.7	A	
		PM	0.79	8.1	A	WB Right LoS D; Storage length 59m
Burtch Road and Springfield Road	Signal	AM	0.86	15.9	B	EB Left LoS D; Storage length 29m
		PM	1.09	67.9	E	SB Left LoS F; Storage length 81m EB Left LoS E; Storage length 54m WB Through LoS F; Storage length 306m
Dickson Avenue and Dayton Street	Stop Sign	AM	0.14	2.4	A	
		PM	0.21	3.4	A	
Dolphin Avenue and Dayton Street	Stop Sign	AM	0.11	2.2	A	
		PM	0.19	3.4	A	
Springfield Road and Dayton Street	Signal	AM	0.94	21.0	C	
		PM	1.23	41.8	C	SB Through and Left LoS F; Storage length 122m SB Right LoS D; Storage length 97m NB Left LoS F; Storage length 60m
Dickson Avenue and Dunn Street	Stop Sign	AM	0.29	2.3	A	
		PM	0.29	3.1	A	
Dickson Avenue and Bedford Avenue	Stop Sign	AM	0.29	0.7	A	
		PM	0.17	1.1	A	

Table 8 - 2030 Background plus Phase 1 and Phase 2 Buildout AM and PM Peak Hour Intersection Performance

Table 9 provides a summary of upgrades resulting from the projected 2020 and 2030 background plus Phase 1 and Phase 2 Landmark Area Development traffic.

Intersection	Year	Upgrade
Sutherland Avenue and Burtch Road	2030	No improvements required
Burtch Road and Dickson Avenue	2020	The background traffic plus Phase 1 and Phase 2 analysis is based on the completion of the elimination of the westbound left turn from the Dickson Avenue and Burtch Road intersection. Works to be completed by ASC prior to 2020.
	2030	No improvements required
Burtch Road and Springfield Road	2030	Addition of westbound Right Turn Lane Addition of southbound Left Advance Phase Addition of northbound Through Lane (Conversion of northbound right turn lane to combined Through and right lane). SB Left LoS E; Storage length 82m EB Left LoS E; Storage length 54m WB left LoS E; Storage length 158m
Dolphin Avenue and Dayton Street	2030	No improvements required
Dickson Avenue and Dayton Street	2030	No improvements required
Springfield Road and Dayton Street	2020	The background traffic plus Phase 1 and Phase 2 analysis is based on the completion of the southbound right turn lane on Dayton Street at the Springfield Road intersection. Works to be completed by ASC prior to 2020.
	2030	Addition of westbound Left Advance Phase Addition of southbound Left Turn Lane SB Left LoS E; Storage length 76m
Dickson avenue and Dunn Street	2030	No improvements required
Dickson Avenue and Bedford Avenue	2030	No improvements required

Table 9 - Background plus Phase 1 and Phase 2 Development Traffic Intersection Upgrades

Table 10 presents the intersection analysis results of the 2030 AM and PM Peak Hour background plus Phase 1 and Phase 2 of the Landmark Area Traffic, plus the development by others in the Dickson Area Traffic. The Synchro analysis reports for each intersection are included in the appendix.

	Control	Period	Critical V/C	Delay (Sec)	Overall LOS	Comment
Sutherland Avenue and Burtch Road	Signal	AM	0.72	11.5	B	
		PM	0.90	21.0	B	NB Left LoS D; Storage length 103m NB Through LoS B; Storage length 98m
Burtch Road and Dickson Avenue	Stop Sign	AM	0.37	4.1	A	
		PM	0.77	7.0	A	WB Right LoS C; Storage length 49m
Burtch Road and Springfield Road	Signal	AM	0.87	16.3	B	EB Left LoS D; Storage length 30m
		PM	1.30	83.0	F	SB Left LoS F; Storage length 94m EB Left LoS F; Storage length 42m WB Through LoS F; Storage length 298m
Dickson Avenue and Dayton Street	Stop Sign	AM	0.14	3.4	A	
		PM	0.20	3.6	A	
Dolphin Avenue and Dayton Street	Stop Sign	AM	0.11	2.1	A	
		PM	0.19	3.3	A	
Springfield Road and Dayton Street	Signal	AM	0.94	21.1	C	
		PM	1.18	31.0	C	WB Left LoS F; Storage length 36m SB Through and Left LoS F; Storage length 83m SB Right LoS D; Storage length 79m NB Left LoS E; Storage length 48m
Dickson Avenue and Dunn Street	Stop Sign	AM	0.23	2.4	A	
		PM	0.26	3.2	A	
Dickson Avenue and Bedford Avenue	Stop Sign	AM	0.30	1.6	A	
		PM	0.17	1.5	A	

Table 10 - 2030 Background plus Phase 1 and Phase 2 Buildout and Development by Others AM and PM Peak Hour Intersection Performance

Table 11 provides a summary of upgrades resulting from the projected 2020 and 2030 background plus Phase 1 and Phase 2 Landmark Area Development traffic.

Intersection	Year	Upgrade
Sutherland Avenue and Burtch Road	2030	No improvements required
Burtch Road and Dickson Avenue	2020	The background traffic plus Phase 1 and Phase 2 and Dickson Area analysis is based on the completion of the elimination of the westbound left turn from the Dickson Avenue and Burtch Road intersection. Works to be completed by ASC prior to 2020.
	2030	No improvements required
Burtch Road and Springfield Road	2030	Addition of westbound Right Turn Lane Addition of southbound Left Advance Phase Addition of northbound Through Lane and Right Turn Lane SB Left LoS E; Storage length 74m EB Left LoS D; Storage length 54m WB left LoS E; Storage length 146m
Dolphin Avenue and Dayton Street	2030	No improvements required
Dickson Avenue and Dayton Street	2030	No improvements required
Springfield Road and Dayton Street	2020	The background traffic plus Phase 1 and Phase 2 and Dickson Area analysis is based on the completion of the southbound right turn lane on Dayton Street at the Springfield Road intersection. Works to be completed by ASC prior to 2020.
	2030	Addition of westbound Left Advance Phase Addition of southbound Left Turn Lane SB Left LoS E; Storage length 114m
Dickson avenue and Dunn Street	2030	No improvements required
Dickson Avenue and Bedford Avenue	2030	No improvements required

Table 11 - Background plus Phase 1, Phase 2, and Dickson Area by Others Development Traffic Intersection Upgrades

E) Alternative Transportation Modes

With the development of the Dickson Area a sidewalk will be added to the south side of Dickson Avenue from Burtch Road to the Landmark 6 Parkade. With the redevelopment of the Dickson area, sidewalks will also be added to one side of both Dunn Street and Bedford Avenue.

ASC has a bond in place for the extension of the sidewalk from Landmark 6 to Springfield Road on the west side of Dayton Avenue. The sidewalk on the west side of Dayton Avenue is planned for installation by ASC by the fall of 2016. The proposed sidewalk configuration is shown in Figure 11 below.

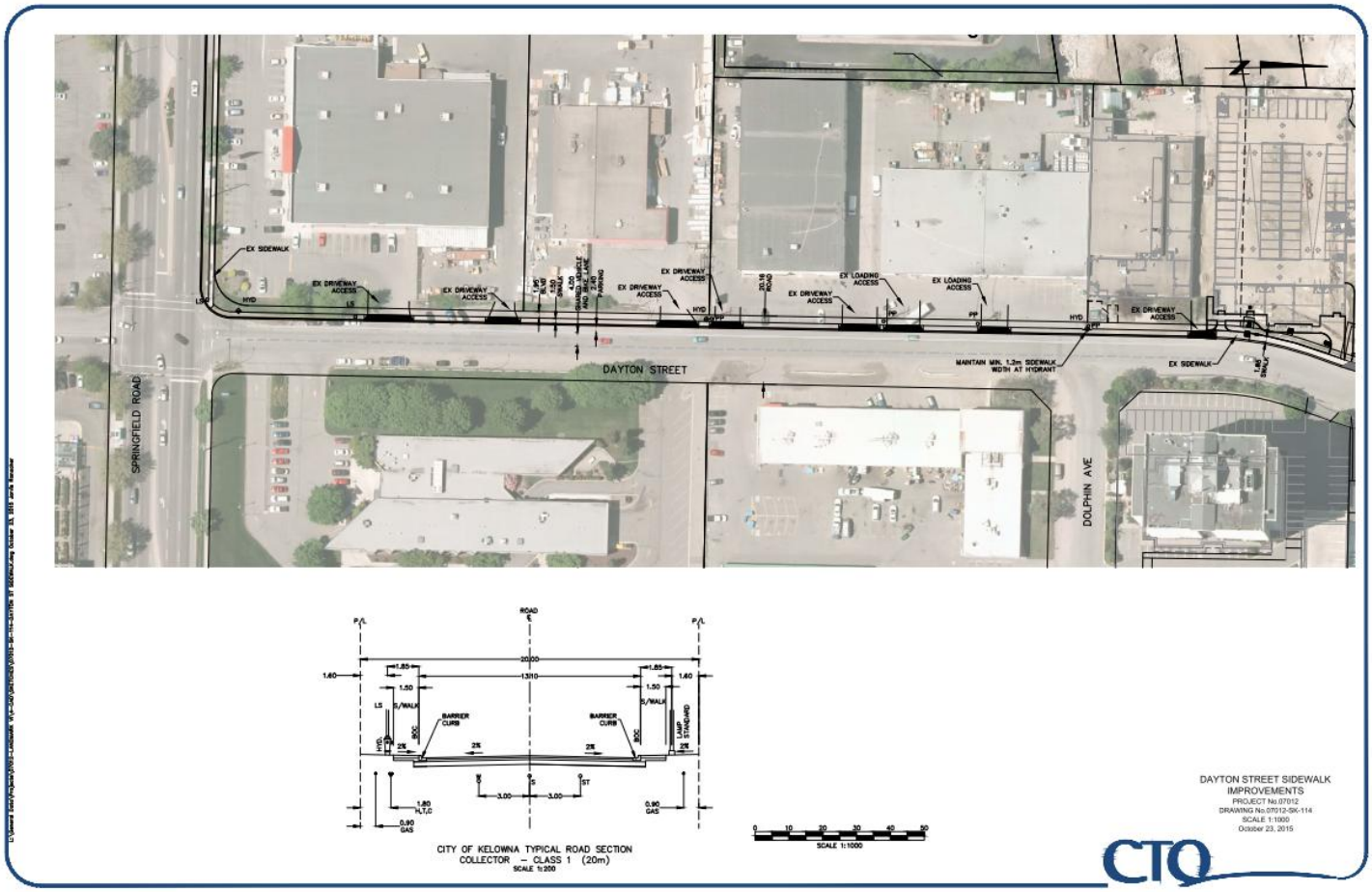


Figure 11 – Dayton Street Sidewalk

A crosswalk is proposed to be installed on Dickson Avenue adjacent to the Landmark 3, 4 and 5 entries. The crosswalk would include curb extensions that would shorten the distance of the roadway crossing, and provide enhanced visual clues for the approaching vehicles. The proposed crosswalk configuration is shown in Figure 12 below. The crosswalk is scheduled for completion by ASC in 2016.

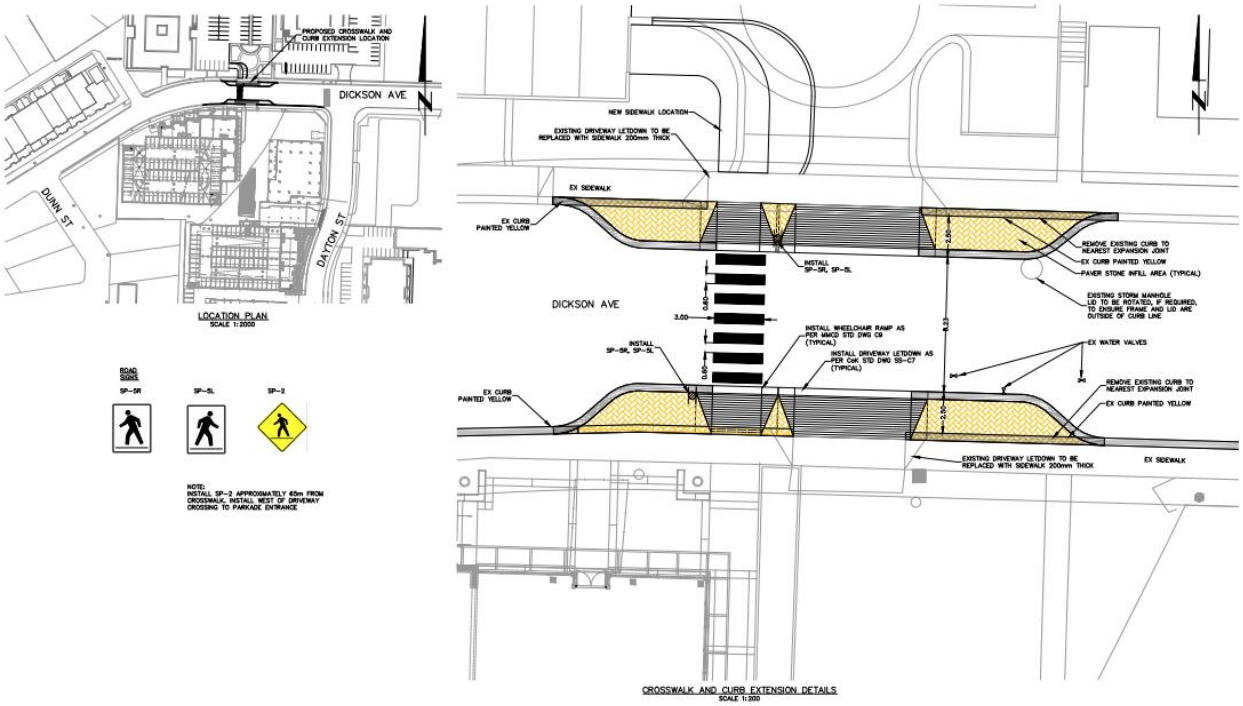


Figure 12 – Proposed Dickson Avenue Crosswalk

With the development of the Landmark 7 Office Tower; a cross walk is recommended mid-block on Dayton Street between Dickson Avenue and Dolphin Avenue, for pedestrian connectivity between Landmark 2 and the midpoint of the Landmark 6 and Landmark 7 office towers. ASC has provided the City of Kelowna Engineering Department with a request to complete the crosswalk construction in 2016.

Landmark Centre Walk Score

Kelowna is considered a car dependant city, where most errands require a car. The average Walk Score for Kelowna is 42. The Landmark area on the other hand is considered very walkable with a Walk Score of 72, as shown in Figure 12, from the WalkScore.com website. Information on the area from Walk Score is presented in Figure 13, and the walking distance covered in 20 minutes from the Landmark area is presented in Figure 14.

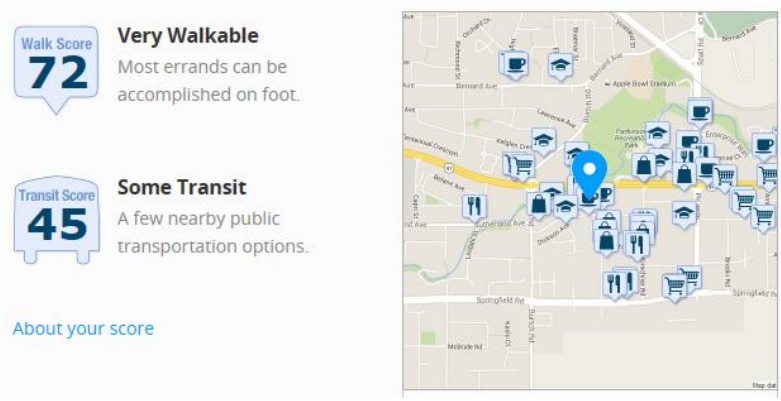


Figure 12 – Walk Score for Landmark Area

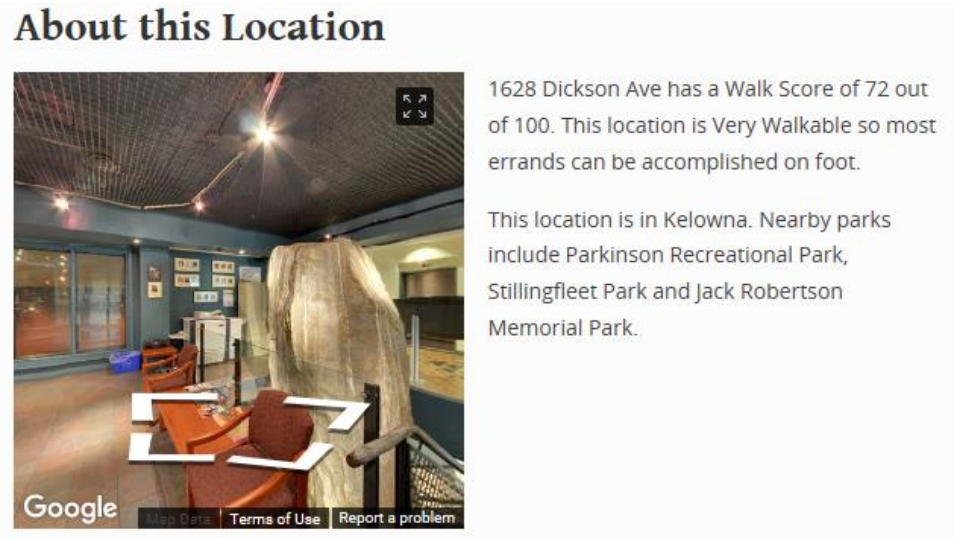


Figure 13 – Walk Score Information

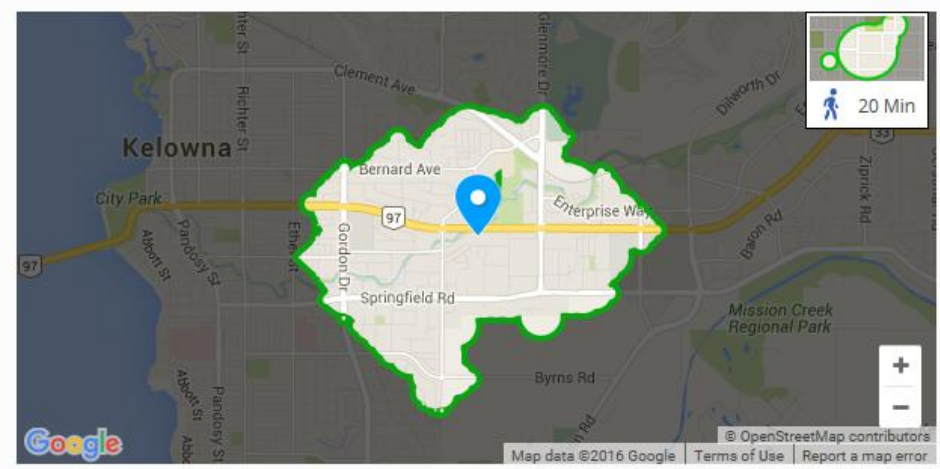


Figure 14 – Walking Distance in 20 Minutes

Transit Operations

The Landmark neighbourhood is well served by transit. Figure 15 identifies the adjacent bus stops for the local routes. Local transit service is provided on Springfield Road (Route 8: University to OK College) and Highway 97 (Route 9: Shopper Shuttle). The Highway 97 Transit Exchange (Route 97: Okanagan) adjacent to Landmark 3 provides rapid bus service between downtown and UBCO. There are currently no plans to bring transit service to the Landmark Centre via either Dayton Street or Dickson Avenue.

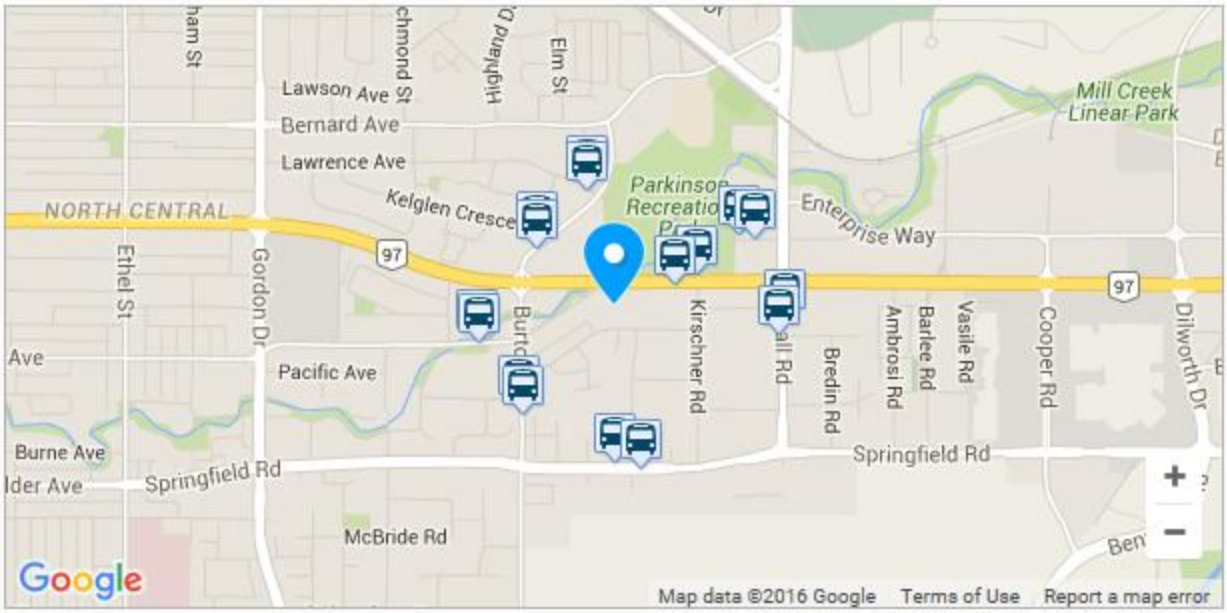


Figure 15 – Landmark Area Bus Stop Locations

Bicycle Network

Springfield Road and Burtch Road have bike lanes developed adjacent to the vehicle travel lanes on the roadway. Sutherland Avenue has a multi-use path developed that links the Highway 97 pedestrian overpass and the Parkinson Recreation Centre with the Burtch Road and Sutherland Avenue corridors.

The cross-section of the Collector roadways for both Dickson Avenue and Dayton Street are based on a share the road width for combined vehicle and bike riders, as per the City of Kelowna Standard Detail SS-R5 Collector-Class 1 (20m right of way), with an asphalt width of 13.1m.

Portions of Dickson Avenue and Dayton Street are currently rural with no curb and gutter or sidewalk. Upgrades resulting from adjacent development will bring the roadways to the Class 1, collector roadway standard.

The completed urban portions of Dickson Avenue adjacent to the Landmark Centre were completed as per the standard in place at the time of construction with an asphalt width of 12.1, with on street parking on both sides of the roadway.

F) CONCLUSION

There are no systems or operational constraints resulting from the anticipated 2020 growth in background traffic plus the Phase 1 development of the Landmark Area, based on the scheduled installation of the right turn lane on Dayton Street at the Springfield Road intersection in combination with the elimination of the left turn from Dickson Avenue at the Burtch Road intersection.

The anticipated growth in background traffic by 2030 will require improvements to the Springfield Road and Burtch Road intersection as follows:

- Addition of a westbound right turn lane;
- Addition of an advance southbound left turn phase; and,
- Addition of North Bound Through lane (Conversion of North Bound Right Lane to a combined trough and right turn).

The anticipated growth in background traffic by 2030 will require improvements to the Springfield Road and Dayton Street intersection as follows:

- Addition of a southbound left turn lane; and,
- Addition of an advance westbound left turn phase.

The addition of the anticipated development of the Landmark Area by ASC, combined with the Dickson Area Development by others; did not result in any additional system improvements over and above those resulting from the anticipated growth in the 2030 background traffic.

With the completion of the pedestrian facilities noted above, the Landmark Area will be able to accommodate the anticipated increase in traffic and pedestrian activity beyond the 2030 horizon.

We would be pleased to meet and discuss the findings of this report.

Yours truly,

CTQ CONSULTANTS LTD.

Mr. David D. Cullen, P.Eng.
Transportation Engineer
DDC: ddc

CITY OF KELOWNA

BYLAW NO. 11262
Z16-0019 – Al Stober Construction Ltd., Inc. No. C0170493
1555, 1547 & 1543 Bedford Ave

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

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

1. THAT City of Kelowna Zoning Bylaw No. 8000 be amended by changing the zoning classification of Lots 9, 10 and 11, District lot 141, ODYD, Plan KAP10012 located on Bedford Avenue, Kelowna, B.C., 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

Considered at a Public Hearing on the

Read a second and third time by the Municipal Council this

Approved under the Transportation Act

_____
(Approving Officer-Ministry of Transportation)

Adopted by the Municipal Council of the City of Kelowna this

_____
Mayor

_____
City Clerk

REPORT TO COUNCIL

Date:	July 25, 2016		
RIM No.	1250-30		
To:	City Manager		
From:	Community Planning Department (TB)		
Application:	Z15-0066	**Owner:**	Pam Irene Sahlin
Address:	3697 Lakeshore Rd	**Applicant:**	Thomson Dwellings Inc.
Subject:	Rezoning Application – Supplemental Information		
Existing OCP Designation:	S2RES – Single/Two Unit Residential		
Existing Zone:	RU1 – Large Lot Housing		
Proposed Zone:	RU6 – Two Dwelling Housing		

1.0 Recommendation

THAT Council waives the requirements of Item 4 (Road Reserve) on Schedule "A" attached to the Report of the Community Planning Department dated July 25, 2016 that pertain to a 5.0m road reserve on Lakeshore Road and a 3.0m road reserve on Barrera Road;

AND THAT Council maintain the requirement of Item 4 (Road Dedication) on Schedule "A" attached to the Report of the Community Planning Department dated July 25, 2016 that pertains to a 5.0m road dedication on Lakeshore Road to be considered in conjunction with Final Adoption of Rezoning Bylaw No. 11201;

AND FURTHER THAT Rezoning Bylaw No. 11201 be forwarded for adoption consideration.

2.0 Purpose

To waive a condition of adoption of Rezoning Bylaw No. 11201, and to forward the Bylaw for adoption.

3.0 Community Planning

After Second and Third Reading of the proposed RU6 zoning was granted by Council, the property owner became concerned over the amount of road takings on the property and requested that staff review this requirement. Due to the small size of the property, the road requirements were reducing the developable area by over 30% or 238.0m^2. Staff have reviewed the requirement together with the City's overall transportation objectives for the area and agree that the current requirements are onerous for this type of development. Community Planning staff are

recommending that the requirement for the road reserves on Item 4 on Schedule "A" be removed and that the Lakeshore Road Dedication (5.0m width) requirement remain.

4.0 Proposal

4.1 Background

The application to rezone the subject property from RU1 – Large Lot Housing to RU6 – Two Dwelling Housing was received on December 14, 2015 and neighbourhood consultation was completed on February 1, 2016.

During circulation for technical feedback, a Memorandum from the Development Engineering Manager (Schedule "A" attached) indicated 7 requirements associated with this development. The memorandum was presented to Council as a condition of rezoning. Council gave 1st reading to the bylaw on February 15, 2016, a public hearing and second and third reading were given on March 1, 2016.

Since third reading, the applicant has been working to satisfy the conditions of the Schedule "A" in order to receive 4th reading. Upon review of the transportation requirements, Community Planning Staff have come to the position that the requirements are too onerous for a small property under a RU6 rezoning application and they should be reduced in order for the applicant to receive 4th reading. The Development Engineering Memorandum - Item 4 stated the following:

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

(b) Provide a 5.0m dedication and a 5.0m road reserve along the full frontage of Lakeshore Rd.

(c) Provide ~3.0m road reserve along the full frontage of Barrera road to match property lines to the east.

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

4.2 Proposal

Community Planning staff are suggesting that the requirement for the Lakeshore Road 5.0m road reserve and the Barrera Road 3.0m road reserve be removed. The 5.0m road dedication on Lakeshore Road would remain a requirement as would all other requirements in the Development Engineering Memorandum.

4.3 Rationale

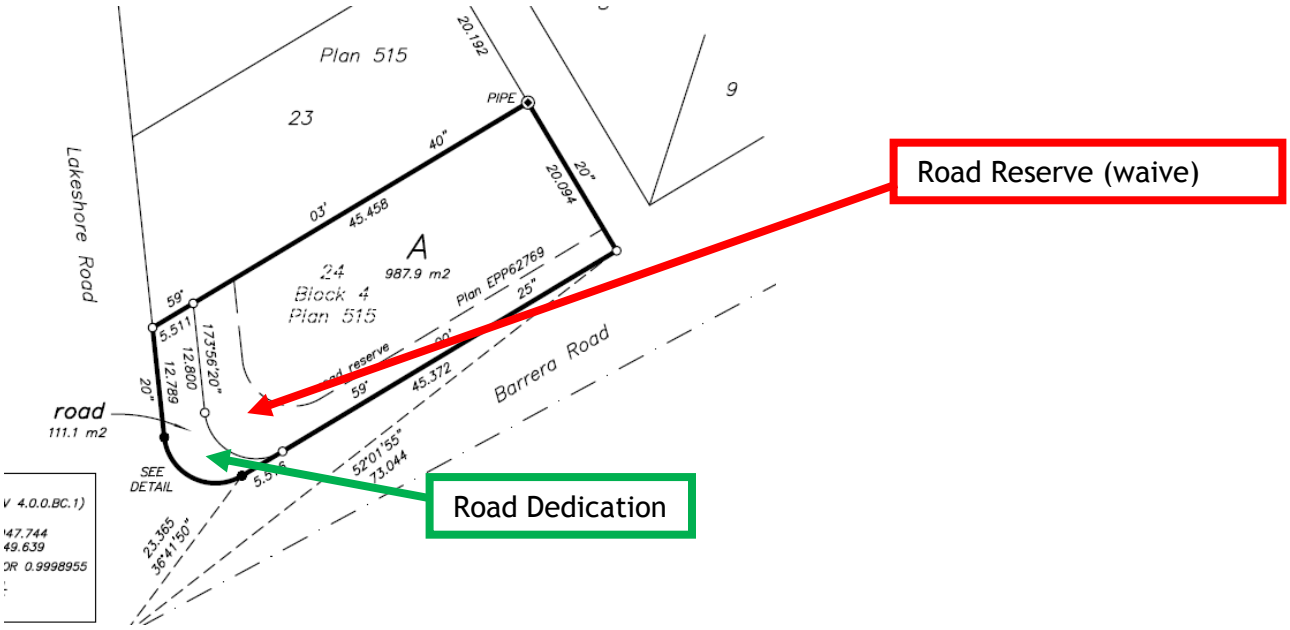
The rezoning application will change the existing zone of RU1 to RU6 to facilitate a semi-detached two dwelling building. The one additional unit is not considered a major land use change and so the City's infrastructure requirements should be consistent with the nature and scale of the development application.

The existing Lakeshore Road corridor is 20.0 m in width and the road was recently rebuilt in 2010 with two traffic lanes, a centre left-hand turn lane, an on-road bike lane, and a multi-use corridor on the west side. This cross-section and existing road right-of-way matches the City's

standard for this classification of road. Furthermore, the road cross section is not expected to change within the next 20 years according to the OCP and the 20 Year Servicing Plan.

Longer term, it is possible that changes and upgrades are required to the road corridor and to protect for this interest the City is seeking a 5.0m road dedication on the subject property to increase the overall road cross section to 25.0m. A further 5.0m road reserve to increase the potential road right-of-way to 30.0m would be onerous and not warranted at this time.

Barrera Road was recently rebuilt with the ultimate cross-section including a multi-use corridor under the existing road right-of-way in 2011. The road cross section is not expected to change within the next 20 years according to the OCP and the 20 Year Servicing Plan. Staff would suggest that a 3.0 m road reserve on the subject property to widen the road right-of-way is not necessary and would not result in any physical changes to the road cross-section.



5.0 Alternate Recommendation

Should Council choose not to waive the requirements of Item 4 on Schedule "A" that pertain to a 5.0m road reserve on Lakeshore Road and a 3.0m road reserve on Barrera Road, the following alternate resolution is provided for consideration;

> THAT Council does not waive the requirements of Item 4 on Schedule "A" attached to the Report of the Community Planning Department dated July 25, 2016 that pertain to a 5.0m road reserve on Lakeshore Road and a 3.0m road reserve on Barrera Road;
>
> AND THAT Final Adoption of Rezoning Bylaw No. 111201 not be considered by Council until all requirements of Schedule "A" have been met.

Report prepared by:

_____

Trisa Brandt, Planner I

Reviewed by: Terry Barton, Urban Planning Manager

Approved for Inclusion: Ryan Smith, Community Planning Department Manager

Attachments:

Schedule "A": City of Kelowna Memorandum from Development Engineering Manager

Initial Site Plan (including road reserves and dedications)

CITY OF KELOWNA

MEMORANDUM

Date: January 14, 2016
File No.: Z15-0066

To: Community Planning (TB)

From: Development Engineering Manager(SM)

Subject: 3697 Lakeshore Road RU1 to RU6

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

1. **Domestic Water and Fire Protection**

This property is currently serviced with a 19mm-diameter copper water service. Two 19mm water services are required to meet current by-law requirements. An additional 19mm service and adjustments to the existing service can be provided by the City at the owner's cost. The applicant will be required to sign a Third Party Work Order for the cost of the water service upgrades. For estimate inquiry's please contact Sergio Sartori, by email ssartori@kelowna.ca or phone, 250-469-8589.

The developer must obtain the necessary permits and have all existing utility services disconnected prior to removing or demolishing the existing structures. The City of Kelowna water meter contractor must salvage existing water meters, prior to building demolition. If water meters are not salvaged, the developer will be invoiced for the meters.

2. **Sanitary Sewer**

Our records indicate that this property is currently serviced with a 100mm-diameter sanitary sewer service. An inspection chamber (IC) complete with brooks box should be installed on the service at the owner's cost. Service upgrades can be provided by the City at the applicant's cost. The applicant will be required to sign a Third Party Work Order for the cost of the service upgrade. For estimate inquiry's please contact Sergio Sartori, by email ssartori@kelowna.ca or phone, 250-469-8589.

3. **Road Improvements**

(a) Lakeshore Road must be upgraded to an urban standard along the full frontage of this proposed development, including curb and gutter, sidewalk, drainage system including catch basins, manholes and pavement removal and replacement, street lighting and re-location or adjustment of utility appurtenances if required to accommodate the upgrading construction. A one-time cash payment in lieu of construction must be collected from the applicant for future construction by the City. The cash-in-lieu amount is determined to be **$9,070.00** not including utility service cost.

SCHEDULE A
This forms part of development
Permit # Z15-0066

(b) Barrera Road fronting this development has been upgraded to an urban standard; however outstanding items include; driveway letdown removal and landscaped boulevard complete with street trees and underground irrigation.

(c) Only the service upgrades and the Barrera Rd landscaped boulevard must be completed at this time. The City wishes to defer the upgrades to Lakeshore Road fronting this development. Therefore, cash-in-lieu of immediate construction is required and the City will initiate the work later, on its own construction schedule.

Item	Cost
Drainage	$2,838.00
Curb &Gutter	$1,800.00
Sidewalk	$2,250.00
Street Lighting	$ 608.00
Road Fillet	$ 900.00
Blvd Landscaping	$ 675.00
Total	**$9,070.00**

4. Road Dedication and Subdivision Requirements

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

(b) Provide a 5.0m dedication and a 5.0m road reserve along the full frontage of Lakeshore Rd.

(c) Provide ~3.0m road reserve along the full frontage of Barrera road to match property lines to the east.

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

5. Development Permit and Site Related Issues

Direct the roof drains into on-site rock pits or splash pads.

Access permitted from the lane only.

6. Electric Power and Telecommunication Services

The electrical and telecommunication services to this building must be installed in an underground duct system, and the building must be connected by an underground service. 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.

SCHEDULE A
This forms part of development
Permit # Z15-0066

7. Bonding and Levy Summary

(a) Levies

1.	Lakeshore Rd frontage improvements	**$9,070.00**

(b) Bonding

1.	Barrera Rd modification & landscaping	To be determined
2.	Service upgrades	To be determined

Steve Muenz, P. Eng.
Development Engineering Manager
SS

SCHEDULE A
This forms part of development
Permit # Z15-0066

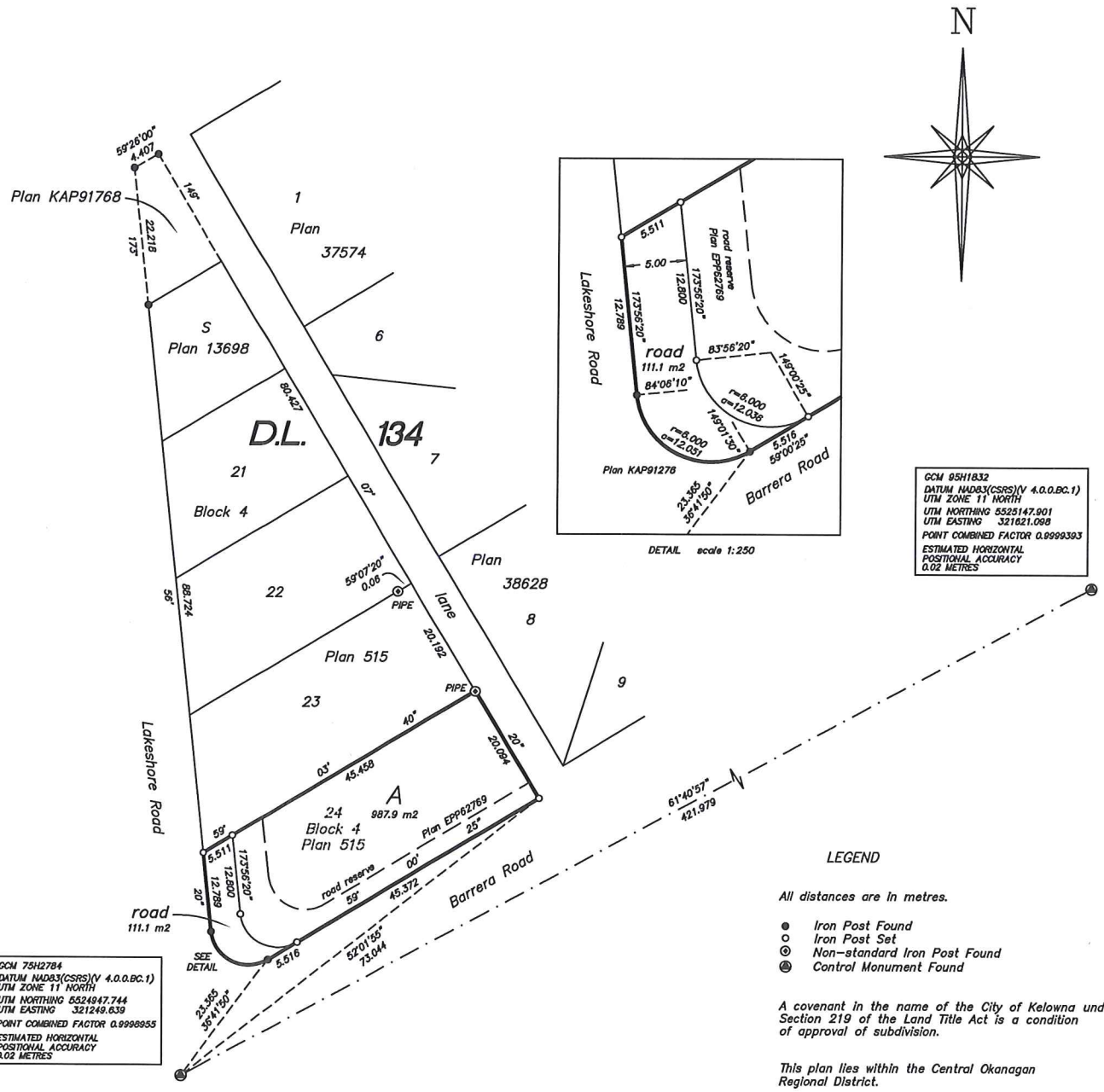
SUBDIVISION PLAN OF LOT 24 BLOCK 4 D.L. 134 O.D.Y.D. PLAN 515 EXCEPT PLAN KAP91276

PLAN EPP62768

BCGS 82E.083

10 5 0 10 20 30 40 50 METRES

The intended size of this plan is 432 mm in width by 560 mm in height (C size) when plotted at a scale of 1:500.



DETAIL scale 1:250

GCM 95H1832
DATUM NAD83(CSRS)(V 4.0.0.BC.1)
UTM ZONE 11 NORTH
UTM NORTHING 5525147.901
UTM EASTING 321621.098
POINT COMBINED FACTOR 0.9999393
ESTIMATED HORIZONTAL POSITIONAL ACCURACY 0.02 METRES

GCM 75H2784
DATUM NAD83(CSRS)(V 4.0.0.BC.1)
UTM ZONE 11 NORTH
UTM NORTHING 5524947.744
UTM EASTING 321249.639
POINT COMBINED FACTOR 0.9998955
ESTIMATED HORIZONTAL POSITIONAL ACCURACY 0.02 METRES

LEGEND

All distances are in metres.

- ● Iron Post Found
- ○ Iron Post Set
- ⊙ Non-standard Iron Post Found
- ◉ Control Monument Found

A covenant in the name of the City of Kelowna under Section 219 of the Land Title Act is a condition of approval of subdivision.

This plan lies within the Central Okanagan Regional District.

This plan lies within the jurisdiction of the approving officer for the City of Kelowna

The field survey represented by this plan was completed on the 1st day of June, 2016. Douglas A. Goddard, BCLS 588.

Grid bearings are derived from observations between geodetic control monuments 75H2784 and 95H1832.

Integrated survey area No. 4 – Kelowna NAD83 (CSRS) V 4.0.0.BC.1.

The UTM coordinates and estimated horizontal positional accuracy achieved are derived from the MASCOT published coordinates and standard deviations for geodetic control monuments 75H2784 and 95H1832.

This plan shows horizontal ground-level distances unless otherwise specified. To compute grid distances, multiply ground-level distances by the average combined factor of 0.9998955 which has been derived from geodetic control monument 75H2784.

file 17000 SUB fb 379

D.A. Goddard Land Surveying Inc.
103-1358 ST. PAUL STREET KELOWNA PHONE 250-763-3733

CITY OF KELOWNA

BYLAW NO. 11201
Z15-0066 – Pam Sahlin
3697 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 24, Block 4, District Lot 134, ODYD, Plan 515 Except Plan KAP91276 located on Lakeshore Road, Kelowna, B.C., from the RU1 – Large Lot Housing zone to the RU6 – Two Dwelling Housing zone.

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

Read a first time by the Municipal Council this 15th day of February, 2016.

Considered at a Public Hearing on the 1st day of March, 2016.

Read a second and third time by the Municipal Council this 1st day of March, 2016.

Adopted by the Municipal Council of the City of Kelowna this

_____
Mayor

_____
City Clerk

CITY OF KELOWNA

BYLAW NO. 11202
Z15-0058 – Flying Eagle Holdings Ltd., Inc. No. 319324 & Birkett Holdings Ltd., Inc. No. 688338
464 Morrison 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 6, District Lot 14, ODYD, Plan 3398 located on Morrison Avenue, Kelowna, B.C., from the RU1 – Large Lot Housing zone to the RU6 – Two Dwelling Housing zone.

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

Read a first time by the Municipal Council this 15th day of February, 2016.

Considered at a Public Hearing on the 1st day of March, 2016.

Read a second and third time by the Municipal Council this 1st day of March, 2016.

Adopted by the Municipal Council of the City of Kelowna this

_____
Mayor

_____
City Clerk

Report to Council

Date: July 25, 2016

File: 1140-50

To: City Manager

From: Shayne Dyrdal, Senior Airport Finance and Corporate Services Manager

Subject: E & D Aircraft Services Ltd. doing business as Okanagan Aero Engine renewal of Lease at Kelowna International Airport
Report Prepared by: Toni McQueenie, Airport Administration Manager

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Recommendation:

THAT Council approves the City entering into a 15-year Lease Agreement with E & D Aircraft Services Ltd. doing business as Okanagan Aero Engine for lands at Kelowna International Airport, with the option to renew for an additional 1-year term, in the form attached to the Report of the Airport Director dated July 25, 2016;

AND THAT the Mayor and City Clerk be authorized to execute the Lease Agreement.

Purpose:

To receive Council's approval for the 15-year renewal of the Lease Agreement between E & D Aircraft Services Ltd. doing business as Okanagan Aero Engine and the City with respect to lands at Kelowna International Airport.

Background:

At the February 15, 2016 closed Council meeting, City Council directed airport staff to negotiate the renewal of the Lease between the City of Kelowna and E & D Aircraft Services Ltd. doing business as Okanagan Aero Engine and to report back to Council with the finalized Lease Agreement.

Airport staff has negotiated a renewal of the Lease Agreement on the terms presented at the February 15, 2016 closed Council meeting.

Legal/Statutory Authority: Public Notice of disposition of lands was published in the Kelowna Capital News on January 22, 2016 and January 29, 2016.

The form of Lease is the standard template used for all Airport land leases, which was approved by the City's solicitor in 2015.

Financial/Budgetary Considerations:

The Lease rental rate at renewal will be $0.37130 per square foot and the Airport maintenance charge will be $0.02971 per square foot. This rate is based on the 2015 lease rental rate plus 2% per annum and is consistent with the Airport Fees and Charges Bylaw No. 7982.

These rates are supported by the YLW Land Lease Policy Review conducted by Kent Macpherson, Real Estate Appraisers, dated December 20, 2011, which states, "with respect to the modification of an existing lease which might encompass the expansion of the ground lease area to accommodate a building addition or, in the case of a major renovation or capital improvement program, an extension of the lease term, it is my opinion that the rental rate attributable to the expanded land lease area should be the same as the existing contract rental rate structure. The same applies for a lessee wishing to extend the term of an existing lease because of a proposed expansion or capital reinvestment."

Considerations not applicable to this report:

Internal Circulation: N/A
Legal/Statutory Procedural Requirements: N/A
Existing Policy: N/A
Personnel Implications: N/A
External Agency/Public Comments: N/A
Communications Comments: N/A
Alternate Recommendation: N/A

Submitted by:

S. Dyrdal, Senior Airport Finance and Corporate Services Manager

Approved for inclusion: Sam Samaddar, Airport Director
Ron Mattiussi, City Manager

LEASE AGREEMENT – AIRPORT LANDS

THIS AGREEMENT dated for reference the ___ day of _____, 2016 is

BETWEEN:

CITY OF KELOWNA, 1435 Water Street, Kelowna, B.C. V1Y 1J4

(the "City")

AND:

E & D AIRCRAFT SERVICES LTD., doing business as Okanagan Aero Engine, #1 – 5550 Aerospace Drive, Kelowna, B.C., V1V 1S1

(the "Tenant")

WHEREAS:

A. The City is the registered owner in fee simple of that parcel of land located at 5550 Aerospace Drive, Kelowna, B.C., V1V 1S1, legally described as:

That part of Lot 18, Section 14, Township 23 and of District Lot 32, Osoyoos Division Yale District, Plan 1502 Except Plans H16596, KAP59550, KAP73205 and KAP84475 (the "Lands");

B. The City has agreed to lease to the Tenant that portion of the Lands having an area of approximately 2,620.085 square metres (the "Premises"), shown outlined in heavy black on the reference plan prepared by Runnalls Denby, B.C.L.S. and dated August 7, 2015, a reduced copy of which is attached as Schedule A, on the terms and conditions of this Agreement;

C. In accordance with section 26 of the *Community Charter*, the City has posted and published notice of its intention to lease the Premises to the Tenant;

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

Lease

1. The City leases the Premises to the Tenant for the Term, and the Tenant leases the Premises from the City for the Term, on and subject to the terms and conditions of this Agreement.

Term

2. The term of this Agreement (the "Term") shall commence on the date this Agreement is fully executed by the parties (the "Commencement Date") and shall expire on August 31, 2031.

Renewal

3. If the Tenant wishes to renew this Agreement, the Tenant may, by providing notice to the City no less than ninety (90) days before the end of the Term, request a renewal of this Agreement. If, upon receiving such request, the City wishes, in its sole discretion, to grant the requested renewal, the City shall provide notice of renewal to the Tenant and upon giving such notice this Agreement shall be renewed, on the same terms and conditions (excluding this renewal provision), for a further term of 1 year.

Rent

4. As required by City of Kelowna Airport Fees Bylaw No. 7982 (the "Bylaw"), the City has obtained an independent appraisal for the Premises, which appraisal has determined the rental rate for the initial year of the Term at $0.371309 per square foot ($10,511.41) per annum) (the "Rent"). The Tenant shall pay the Rent, including annual increases pursuant to the Bylaw, to the City in monthly instalments, payable on the first day of each month of the Term. The Rent does not include Goods and Services Tax ("GST") or any similar or replacement tax.

Purposes

5. The Tenant shall only use and occupy the Premises for aviation purposes and for no other purpose whatsoever.

Tenant's Covenants

6. The Tenant covenants and agrees with the City:

   (a) to promptly pay when due, Rent and any other amounts required to be paid by it under this Agreement;

   (b) no to do, suffer, or permit anything in, on, or from the Premises that may be or become a nuisance or annoyance to other occupiers or users of the Lands, or to the owners, occupiers, or users of other land or premises adjacent to or near the Premises, or to the public, including the accumulation of rubbish or unused personal property of any kind;

   (c) not to do, suffer, or permit any act or neglect that may in any manner directly or indirectly cause injury to the Premises or to the Lands, and not to commit or permit waste to the Premises or to the Lands;

(d) to keep and maintain the Premises, and all improvements constructed thereon, in a safe, tidy, and sanitary condition;

(e) to take all reasonable precautions to ensure the safety of all persons using the Premises;

(f) to keep the Premises free of any rubbish, litter, and debris and keep the areas adjacent to the Premises free of any rubbish, litter, and debris originating from the Premises;

(g) not to construct, erect, place, install, or permit, on the outside of any building or structure or other exterior area of the Premises, any poster, advertising sign or display, electrical or otherwise, without first obtaining the written consent of the City;

(h) to pay to the City all GST (or replacement tax) payable in respect of this Agreement;

(i) to pay all costs and expenses of any kind whatsoever associated with and payable in respect of the Premises, the Tenant's improvements and trade fixtures, and all equipment, furniture and other personal property brought onto the Premises by the Tenant and any business or activity conducted on or from the Premises, including without limitation, all taxes (including property taxes), levies, charges and assessments, permit and license fees, strata fees and levies, repair and maintenance costs, administration and service fees, telephone, electrical, gas, water, sewage disposal and other utility charges and payments for work and materials;

(j) to carry on and conduct its activities in, on, and from the Premises in compliance with any and all laws, statutes, enactments, bylaws, regulations, and orders from time to time in force, and to obtain all required approvals and permits thereunder, and not to do or omit to do anything in, on, or from the Premises in contravention thereof;

(k) to promptly cause to be discharged any builder's lien which may be filed against the title to the Lands, and to comply at all times with the *Builders Lien Act* (British Columbia) in respect of any improvements, work, or other activities undertaken in, on, or to the Premises.

Net Lease

7. Without limiting any other provisions in this Agreement, the Tenant agrees that the lease granted herein is absolutely carefree net to the City, and the Tenant must promptly pay when due on its own account and without any variation, set-off, or deduction, all amounts, charges, costs, duties, expenses, fees, levies, rates, sums, taxes, and increases in any way relating to the Premises, including all penalties and interest thereon, whether or not referred to in this Agreement and, to the extent that any such amounts remain unpaid

after they come due, the City may pay such amounts on behalf of the Tenant and the amounts so paid by the City shall be immediately due from the Tenant to the City. Without limiting the foregoing, the City shall have no obligations whatsoever to the Tenant concerning the Premises except for the City's express obligations under this Agreement.

Quiet Possession

8. The City shall permit the Tenant, so long as the Tenant is not in default of the Tenant's obligations under this Agreement, to peaceably possess and enjoy the Premises for the Term, without interference or disturbance from the City or those claiming by, from or under the City, except for the City's express rights under this Agreement to enter upon and use the Premises or to permit others to do so.

Security

9. The City shall have no responsibility whatsoever for the security of the Premises or the Tenant's property on the Premises, the sole responsibility for which rests with the Tenant, and the Tenant hereby releases the City from all claims, actions, damages, liabilities, losses, costs, and expenses whatsoever as may be suffered by the Tenant arising from or related to any lack of security at the Premises.

City Consent for New Improvements and Alterations

10. The Tenant shall not make any improvements or alterations to the Premises without the prior written consent of the City, which consent may be withheld in the sole discretion of the City.

Construction of Improvements

11. Prior to the commencement of any development on the Premises and as soon as is reasonably practical after the Commencement Date, the Tenant will:

    (a) apply to the City of Kelowna for all permits necessary to construct the improvements listed in the letter dated January 12, 2015 and attached as Schedule B (the "Improvements"); and

    (b) deliver to the City drawings, elevations (where applicable), specifications (including the materials to be used), location on the Premises, and exterior decoration and design of the Improvements for the City's consent and approval pursuant to section 10, which drawings and specifications, if required by the City, shall be prepared by and under seal of an appropriately qualified professional engineer or registered architect acceptable to the City.

    Upon receipt of all necessary permits pursuant to (a) and written consent from the City pursuant to (b), the Tenant shall construct the Improvements expeditiously and in a good and workmanlike manner and in substantial accordance with the drawings, elevations, specifications (including materials to be used), location on the Premises, and exterior

decoration and design upon which issuance of the necessary permits and approvals are based.

Deadlines for Commencement and Completion of Construction

12. The Tenant covenants and agrees with the City that, subject always to section 10, the Tenant shall substantially complete the Improvements in accordance with the requirements of section 11 on or before April 30, 2017.

13. For the purposes of section 11(a), construction will be considered to have been commenced once a building permit or permits have been issued by the City of Kelowna for the Improvements, and the foundations and footings of the Improvements, if required, have been installed.

14. For the purposes of section 11(b), construction of the Improvements will be considered substantially complete when the architect or engineer of the Tenant has issued a certificate to the City, signed and sealed by the architect or engineer, certifying that:

    (a) the Improvements are substantially complete in all material respects in a proper and workmanlike manner and in accordance with the applicable plans, specifications, and supporting documents submitted to and accepted by the City and upon which issuance of any permits for the Improvements have been based, except for deficiencies the correction of which, in the opinion of the architect or engineer, is adequately ensured;

    (b) all building bylaws and regulations of the City of Kelowna have been complied with by the Tenant except for deficiencies the correction of which, in the opinion of the architect or engineer, is adequately ensured;

    (c) all permits for occupancy that may be required by the City of Kelowna have been obtained; and

    (d) the Premises is ready for occupancy.

Termination if Tenant Defaults in Commencement or Completion of Construction

15. If the Tenant does not substantially complete construction of the Improvements by the date specified in section 12, the City will have the right and option to terminate this Agreement and the lease granted herein, without any right on the part of the Tenant to seek compensation, and sections 38 through 44 of this Agreement will apply.

Minimum Work Standards

16. The Tenant shall ensure that any improvements to or work done with respect to the Premises, including any improvements or alterations approved by the City, done by or on behalf of the Tenant comply with all applicable laws, statutes, enactments, regulations, bylaws and orders from time to time in force, including the applicable building code and

bylaws of the City of Kelowna.

Repair and Maintenance

17. The Tenant shall during the Term, at its cost, by itself or by the use of agents, put and keep in good order and condition (reasonable wear and tear excepted so long as the reasonable wear and tear does not unreasonably affect the exterior appearance of the Improvements or the foundation or structure of the Improvements) the Premises and the Improvements, and the appurtenances and equipment of them, both inside and outside, including but not limited to fixtures, walls, foundations, roofs, vaults, elevators (if any) and similar devices, heating and air-conditioning equipment, sidewalks, landscaping, yards and other like areas, water and sewer mains and connections, water, steam, gas, and electric pipes and conduits, and all other fixtures on the Premises and the Improvements and machinery and equipment used or required in the operation of them, whether or not enumerated in this Agreement, and will, in the same manner and to the same extent as a prudent owner, make any and all necessary repairs, replacement, alterations, additions, changes, substitutions, and improvements, ordinary or extraordinary, foreseen or unforeseen, structural or otherwise, and keep the Improvements and aforesaid fixtures, appurtenances, and equipment fully usable for all of the purposes for which the Improvements was erected and constructed and the specified fixtures, appurtenances, and equipment were supplied and installed. Such repairs will be in all respects to the standard at least substantially equal in quality of material and workmanship to the original work and material in the Improvements and aforesaid fixtures, appurtenances, and equipment.

City Not Obliged to Repair

18. The City is not obliged to furnish any services or facilities or to make any repairs or alterations in or to the Premises or the Improvements, and the Tenant hereby assumes the full and sole responsibility for the condition, operation, repair, replacement, maintenance, and management of the Premises and the Improvements.

City May Repair

19. If at any time during the Term, the Tenant fails to maintain the Premises and the Improvements and the fixtures, appurtenances, and equipment of them, both inside and outside, in the condition required by the provisions of section 17, the City through its agents, servants, contractors, and subcontractors may, but will not be obliged to, enter upon those parts of the Premises and the Improvements required for the purpose of making the repairs required by section 17. The City may make such repairs only after giving the Tenant 30 days' written notice of its intention so to do, except in the case of an emergency when no notice to the Tenant is required. Any amounts paid by the City in making such repairs to the Premises or to the Improvements or any part or parts thereof, together with all costs and expenses of the City, will be reimbursed to the City by the Tenant on demand, plus a 15% administration fee together with interest at the rate specified in section 33.

Damage or Destruction

20. The partial destruction or damage or complete destruction by fire or other casualty of the Improvements will not terminate this Agreement or the lease granted hereunder, or entitle the Tenant to surrender possession of the Premises or the Improvements or to demand any abatement or reduction of the Rent or other charges payable under this Agreement, any law or statute now or in the future to the contrary.

21. The Tenant covenants and agrees with the City that, in the event of damage to or partial destruction of the Improvements, the Tenant, subject to the regulations and requirements of the City of Kelowna and any other government authority having jurisdiction, will repair, replace, or restore any part of the Improvements so destroyed.

22. The Tenant covenants and agrees with the City that, in the event of complete or substantially complete destruction of the Improvements, the Tenant, subject to the regulations and requirements of the City of Kelowna and any other government authority having jurisdiction, will reconstruct or replace the Improvements with a structure comparable to that being replaced.

23. Any replacement, repair, or reconstruction of the Improvements or any part of the Improvements pursuant to the provisions of sections 20 or 21 will be made or done in compliance with sections 10, 16, and 17 of this Agreement.

Unavoidable Delays

24. If, by reason of strike, lock-out, or other labour dispute, material or labour shortage not within the control of the Tenant, stop-work order issued by any court or tribunal of competent jurisdiction (providing that such order was not issued as the result of any act or fault of the Tenant or of anyone employed by it directly or indirectly), fire or explosion, flood, wind, water, earthquake, act of God, or other similar circumstances beyond the reasonable control of the Tenant and not avoidable by the exercise of reasonable efforts or foresight by the Tenant, the Tenant is, in good faith and without default or neglect on its part, prevented or delayed in the commencement or substantial completion of construction of the Improvements or repair of the Improvements or any part of it which under the terms of this Agreement the Tenant is required to do by a specified date or within a specified time or, if not specified, within a reasonable time, the date or period of time within which the work was to have been completed will be extended by the City by a reasonable period of time at least equal to that of such delay or prevention; and the Tenant will not be deemed to be in default if it performs and completes the work in the manner required by the terms of this Agreement within such extended period of time or within such further extended period of time as may be agreed upon from time to time between the City and the Tenant. For the purposes of this section 24, the inability of the Tenant to meet its financial obligations under this Agreement or otherwise will not be a circumstance beyond the reasonable control of the Tenant and not avoidable by the exercise of reasonable effort or foresight by the Tenant. The Tenant will act diligently and take all reasonable steps of a prudent owner to remove the cause or causes of delay in the

commencement or completion of construction of the Improvements.

Acknowledgments and Agreements of the Tenant

25. The Tenant acknowledges and agrees that:

    (a) the City has given no representations or warranties with respect to the Premises or the Lands, including with respect to the suitability of the Premises for the Tenant's intended use;

    (b) the Tenant leases the Premises on an "as-is" basis and the City has not made any representations, warranties or agreements as to the condition of the Premises (including the subsurface nature or condition of any part of the Premises, or the environmental condition of the Premises);

    (c) it is the sole responsibility of the Tenant to satisfy itself with respect to the condition of the Premises (including the subsurface nature or condition of the Premises and the environmental condition of the Premises), including by conducting any reports, tests, investigations, studies, audits and other inquiries as the Tenant, in its sole discretion, considers necessary in order to satisfy itself as to the condition of the Premises; and

    (d) the City may register a *Builders Lien Act* "notice of interest" against title to the Lands in the land title office.

Insurance Requirements

26. The Tenant shall obtain and maintain during the Term insurance in accordance with the requirements of Schedule C. For clarity, the insurance requirements set out in Schedule C are minimum requirements and are not to be interpreted in a manner that limits the Tenant's obligations under this Agreement and the Tenant shall be responsible for obtaining and maintaining such additional insurance as would a prudent tenant having similar obligations and interests to those of the Tenant under the terms of this Agreement.

Insurance Certificates

27. The Tenant shall promptly, upon the City's request from time to time during the Term, provide the City with certificates of insurance confirming the placement and maintenance of the required insurance.

City May Insure

28. If the Tenant fails to insure as required, the City may, after 30 days' notice to the Tenant, effect the insurance in the name and at the expense of the Tenant and the Tenant shall repay the City all costs reasonably incurred by the City within 21 days of receipt of an invoice. For clarity, the City has no obligation to obtain any insurance required to be maintained by the Tenant under this Agreement.

Tenant Indemnity

29. The Tenant shall indemnify and save harmless the City, and its officers, employees, contractors, and agents, from and against all claims, actions, damages, liabilities, costs, and expenses in connection with loss of life, personal injury or damage to property arising from any occurrence on the Premises, or occupancy or use of the Premises, or caused by or arising from any an act or omission of the Tenant, its officers, employees, agents, customers, contractors, or other invitees. This indemnity shall survive the expiry or earlier termination of this Agreement.

City Right to Grant Further Interests

30. The City may, from time to time, grant licences, rights of way, easements and other rights and privileges to third parties on, over, under, through, above and across the Lands, provided that such privileges do not materially impair the Tenant's rights under this Agreement, and the Tenant agrees to execute such further instruments as may be necessary to give such rights and privileges priority over this Agreement.

Permission to Enter

31. The City, by its authorized representative, may enter the Premises at all reasonable times for the purpose of inspecting the Premises and the Tenant's compliance with this Agreement and for the purpose of exercising its other rights under this Agreement.

Payments Generally

32. All payments, including interest, required to be made by the Tenant to the City under the terms of this Agreement shall be:

    (a) payable in lawful money of Canada;

    (b) paid to the City at the office of the City or at such other place as the City may designate from time to time in writing;

    (c) made when due hereunder, without the need for prior demand and without any set-off, abatement or deduction;

    (d) applied towards amounts outstanding in such a manner as the City sees fit; and

    (e) deemed to be rent (if not Rent), in partial consideration for which this Agreement is entered into, and shall be payable and recoverable as rent, and the City shall have all of the rights and remedies against the Tenant for default in making any such payment which may not be expressly designated as rent, as the City has for a default in payment of Rent.

Interest

33. All payments due by the Tenant to the City under this Agreement shall bear interest at the rate of eighteen per cent (18%) per annum, calculated monthly not in advance from the date any such amount is due and payable until paid. In order to reflect prevailing interest rates the City may review and adjust the interest rate from time to time.

Workers Safety and Compensation

34. The Tenant shall, in its use of and activities on the Premises, comply with all statutes, regulations, and orders from time to time in force respecting worker safety and compensation, and, upon request from the City, shall provide evidence of any required registration under any statute, regulation, or order respecting worker safety and compensation.

Environmental Matters

35. In section 36, the following definitions apply:

    (a) "Contaminants" means:

        (i) as defined in the *Environmental Management Act* (British Columbia): any biomedical waste, contamination, effluent, pollution, recyclable material, refuse, hazardous waste or waste;

        (ii) matter of any kind which is or may be harmful to safety or health or to the environment; or

        (iii) matter of any kind the storage, manufacture, disposal, emission, discharge, treatment, generation, use, transport, release, remediation, mitigation or removal of which is now or is at any time required, prohibited, controlled, regulated or licensed under any Environmental Law;

    (b) "Environmental Law" means any past, present or future common law, enactment, statute, regulation, order, bylaw or permit, and any requirement, standard or guideline of any federal, provincial or local government authority or agency having jurisdiction, relating to the environment, environmental protection, pollution or public or occupational safety or health.

36. The Tenant covenants and agrees with the City to:

    (a) carry on and conduct its activities in, on, and from the Premises in compliance with all Environmental Laws;

    (b) not permit the storage, use, handling, manufacture, unloading, loading, treatment, disposal or introduction into the environment of any Contaminants in, on, under or from the Premises, except in compliance with all Environmental Laws;

(c) immediately notify the City of the occurrence of any of the following and provide the City with copies of all relevant documentation in connection therewith:

(i) a release of Contaminants in, on or about the Premises, or any adjacent land; or

(ii) the receipt of any citation, directive, order, claim, litigation, investigation, proceeding, judgment, letter or other communication from any person that is related to any Environmental Law;

(d) promptly provide to the City a copy of any environmental site assessment, audit, report or test results relating to the Premises conducted at any time by or for the Tenant;

(e) if the City suspects that the Tenant has not complied with its obligations under this section, obtain from an independent environmental consultant approved by the City an environmental site assessment, audit, report or testing of the Premises and conduct or cause to be conducted any additional investigations that the environmental consultant may recommend, all in order to determine compliance of the Premises with Environmental Laws; and

(f) promptly remove any Contaminants arising from the Tenant's use or occupation of the Premises in a manner that conforms to Environmental Laws governing their removal.

No Assignment or Sublease

37. The Tenant may not assign this Agreement or the benefit of this Agreement, or sublet the Premises or any part of the Premises, without the prior written consent of the City, nor may the Tenant charge, mortgage, or encumber, or purport to charge, mortgage, or encumber the Tenant's interest in the Premises or this Agreement without the prior written consent of the City. The City may withhold such consents at its sole discretion and without reason.

Termination Due to Default

38. If and whenever:

(a) the Tenant fails to pay any rent or other amount owing under this Agreement when due, whether or not demanded by the City;

(b) the Tenant fails to observe or perform any of its obligations under this Agreement and the Tenant has not, within 7 days after notice from the City specifying the default, cured the default, or if the cure reasonably requires a longer period, the Tenant has not commenced to cure the default within the 7-day period and thereafter does not diligently pursue the cure of such default;

(c) re-entry is permitted under other terms of this Agreement;

(d) without the consent of the City, the Premises are vacant or the Tenant fails to operate its business within the Premises for 10 days or more;

(e) a receiver is appointed to control the conduct of the business of the Tenant on or from the Premises;

(f) the Tenant becomes bankrupt or insolvent or takes the benefit of any legislation in force for bankrupt or insolvent debtors;

(g) proceedings are instituted for the winding-up or termination of the corporate existence of the Tenant;

(h) without the consent of the City, the Tenant abandons or attempts to abandon the Premises or disposes of the bulk of its goods and chattels on the Premises;

(i) the Term or any of the goods or chattels on the Premises are at any time seized or taken in execution or attachment by any creditor of the Tenant or under bill of sale or chattel mortgage; or

(j) the Tenant permits a builders' lien to arise in respect of the Lands and to remain registered against title to the Lands for more than 60 days,

then the City may re-enter and take possession of the Premises as though the Tenant or other occupant was holding over after the expiration of the Term and this Agreement may, at the City's option, be immediately terminated by notice left at the Premises.

Right to Relet

39. If the City re-enters the Premises, it may, at its option and without terminating the Tenant's rights, make alterations and repairs to facilitate reletting and relet the Premises, or any part, as the Tenant's agent for such period of time and at such rent and on such other terms and the City wishes. Upon reletting, all rent and monies received by the City shall be applied, first, to the payment of indebtedness other than Rent due from the Tenant to the City, second to the payment of costs and expenses of the reletting including brokerage, legal and repair expenses, and third to the payment of Rent due and unpaid under this Agreement. The residue, if any, shall be applied to the payment of future rent as it becomes due and payable. If at any time the rent received from the reletting is less than the Rent, the Tenant shall pay the deficiency to the City to be calculated and paid monthly.

Re-entry

40. No re-entry or entry shall be construed as an election by the City to terminate this Agreement unless a written notice of intention to terminate is given to the Tenant (which may be given by way of notice left at the Premises). Despite a reletting without termination, the City may elect at any time to terminate this Agreement for a previous

breach.

Distress

41. If and whenever the Tenant is in default of the payment of any money, including rent, whether expressly reserved by this Agreement or deemed as rent, the City may without notice or any form of legal process whatsoever, enter the Premises and seize, remove and sell the Tenant's goods, chattels and equipment and seize, remove, and sell any goods, chattels and equipment at any place to which the Tenant or any other person may have removed them in the same manner as if they had remained and been distrained on the Premises, notwithstanding any rule of law or equity to the contrary, and the Tenant hereby waives and renounces the benefit of any present or future statute or law limiting or eliminating the City's right of distress.

State of Premises at Termination

42. Upon the expiry or earlier termination of this Agreement, the Tenant shall leave the Premises in a good, neat and tidy condition and otherwise in the condition they are required to be kept by the Tenant during the Term under the provisions of this Agreement. If the Tenant does not do so, the City may do so on behalf of the Tenant and any amounts paid by the City in putting the Premises into the condition required, together with all costs and expenses of the City, will be reimbursed to the City by the Tenant on demand, plus a 15% administration fee together with interest at the rate specified in section 33. The City's rights and the Tenant's obligations under this section shall survive the expiry or earlier termination of this Agreement.

Ownership of Improvements during Term and at Termination

43. The City and the Tenant agree that the title to and ownership of all buildings, structures, and improvements on the Premises, including the Improvements, and all alterations, additions, changes, substitutions, or improvements thereto will at all times during the Term be vested in the Tenant, notwithstanding any rule or law as to the immediate vesting of the title to and ownership of them in the owner of the freehold. Upon the expiry or earlier termination of this Agreement, all buildings, structures, and improvements on the Premises, and all alterations, additions, changes, substitutions, or improvements thereto, shall, without compensation to the Tenant, become the permanent property of the City, though the City shall have the option of requiring or compelling the Tenant to remove the improvements in accordance with section 44 of this Agreement.

Required Improvement Removal

44. Notwithstanding anything to the contrary in this Agreement, the City may, by providing written notice to the Tenant within 21 days following termination or expiry of this Agreement, require that the Tenant remove any or all improvements done by or on behalf of the Tenant during the Term. Upon such notice, the specified improvements shall become the property of the Tenant and the Tenant shall remove such improvements

within 21 days of receipt of such notice, failing which the City may, without notice or compensation to the Tenant, dispose of such improvements as it sees fit and the Tenant shall reimburse the City for its costs of doing so (including a 15% administration fee) within 21 days of receipt of an invoice from the City. The City's rights and the Tenant's obligations under this section shall survive the expiry or earlier termination of this Agreement.

Remedies Cumulative

45. No reference to or exercise of any specific right or remedy by the City shall prejudice or preclude the City from exercising any other right or remedy, whether allowed at law or in equity or expressly provided for in this Agreement, and no such right or remedy is exclusive or dependent upon any other such remedy and the City may from time to time exercise any one or more of such remedies independently or in combination. Without limiting the generality of the foregoing, the City is entitled to commence and maintain an action against the Tenant to collect any Rent not paid when due, without exercising the option to terminate this Agreement.

Holding Over

46. If the Tenant continues to occupy the Premises after the expiration of the Term, then, without any further written agreement, the Tenant shall be a monthly lessee paying monthly rent in an amount determined by the City and subject always to the other provisions in this Agreement insofar as the same are applicable to a month-to-month tenancy and nothing shall preclude the City from taking action for recovery of possession of the Premises.

Lease Not in Registrable Form

47. The City is under no obligation to at any time deliver this Agreement or any instrument creating this Agreement to the Tenant in a form registrable under the *Land Title Act* (British Columbia).

Waiver or Non-Action

48. Waiver by the City of any breach by the Tenant of any of its obligations under this Agreement shall not be considered to be a waiver of any subsequent default or continuing default by the Tenant. Failure by the City to take any action in respect of any breach of any Tenant obligation under this Agreement by the Tenant shall not be considered to be a waiver of such obligation.

Conditions

49. All of the Tenant's obligations under this Agreement shall be deemed and construed to be both conditions and covenants as though the words specifically expressing covenants or conditions or used in each separate provision respecting each such obligation.

No Joint Venture

50. Nothing contained in this Agreement creates the relationship of principal and agent or of partnership, joint venture or business enterprise or entity between the parties or gives the Tenant any power or authority to bind the City in any way.

Interpretation

51. In this Agreement:

    (a) reference to the singular includes a reference to the plural and vice versa, unless the context requires otherwise;

    (b) a particular numbered section or lettered Schedule is a reference to the correspondingly numbered section or lettered Schedule of this Agreement;

    (c) an "enactment" is a reference to an enactment as that term is defined in the *Interpretation Act* (British Columbia) on the day this Agreement is made;

    (d) any enactment is a reference to that enactment as amended, revised, consolidated or replaced;

    (e) section headings are inserted for ease of reference and are not to be used in interpreting this Agreement;

    (f) a "party" is a reference to a party to this Agreement;

    (g) time is of the essence; and

    (h) where the word "including" is followed by a list, the contents of the list shall not circumscribe the generality of the expression immediately preceding the word "including".

Notices

52. Where any notice, request, direction or other communication (any of which is a "Notice") is to be given or made by a party under the Agreement, it shall be in writing and is effective if delivered in person or sent by mail to the address above. A Notice is deemed given if delivered in person, when delivered or if by mail, 5 days following deposit with Canada Post. A party may change its address or fax number by giving notice to the other party under this section.

City Discretion

53. Wherever in this Agreement the approval or consent of the City is required, some act or thing is to be done to the City's satisfaction, the City is entitled to form an opinion, or the City is given the sole discretion:

(a) the relevant provision is not deemed to have been fulfilled or waived unless the approval, consent, opinion or expression of satisfaction is in writing signed by the City or its authorized representative;

(b) the approval, consent, opinion or satisfaction is in the discretion of the City, acting reasonably;

(c) sole discretion is deemed to be the sole, absolute and unfettered discretion of the City; and

(d) no public law duty of procedural fairness or principle of natural justice shall have any application to such approval, consent, opinion, satisfaction or discretion.

No Effect on Laws or Powers

54. Nothing contained or implied herein prejudices or affects the City's rights and powers in the exercise of its functions under the *Community Charter* (British Columbia), the *Local Government Act* (British Columbia), or any other enactment to the extent the same are applicable to the Premises, all of which may be fully and effectively exercised in relation to the Premises as if this Agreement had not been fully executed and delivered.

Severance

55. If any portion of this Agreement is held invalid by a court of competent jurisdiction, the invalid portion shall be severed and the decision that it is invalid shall not affect the validity of the remainder of the Agreement.

Binding on Successors

56. This Agreement enures to the benefit of and is binding upon the parties and their respective successors and assigns, notwithstanding any rule of law or equity to the contrary.

Law of British Columbia

57. This Agreement shall be construed according to the laws of the Province of British Columbia.

Counterparts

58. This Agreement may be executed by the parties in counterpart, and the counterparts may be delivered in facsimile.

Schedules

59. The following are the Schedules to this agreement and form an integral part of this Agreement:

Schedule A – Reduced Copy of Reference Plan
Schedule B – Copy of Tenant's letter dated January 12, 2015
Schedule C - Insurance Requirements

Entire Agreement

60. The provisions in this Agreement constitute the entire agreement between the parties and supersede all previous communications, representations, warranties, covenants and agreements, whether verbal or written, between the parties with respect to the subject matter of the Agreement.

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

CITY OF KELOWNA by its authorized signatories:

_____
Mayor:

_____
Clerk:

Date: _____

E & D AIRCRAFT SERVICES LTD., dba Okanagan Aero Engine
by its authorized signatories:

_____
Name:

_____
Name:

Date: July 4/16

SCHEDULE A

Reduced Copy of Reference Plan

SURVEY PLAN CERTIFICATION
PROVINCE OF BRITISH COLUMBIA

Schedule A

By incorporating your electronic signature into this form you are also incorporating your electronic signature into the attached plan and you
(a) represent that you are a subscriber and that you have incorporated your electronic signature to the attached electronic plan in accordance with section 168.73 (3) of the Land Title Act, RSBC 1996 c.250; and
(b) certify the matters set out in section 168.73 (4) of the Land Title Act,
Each term used in this representation and certification is to be given the meaning ascribed to it in part 10.1 of the Land Title Act.

Neil Denby N6CHUM
Digitally signed by Neil Denby N6CHUM
DN: c=CA, cn=Neil Denby N6CHUM, o=BC Land Surveyor, ou=Verify ID at www.juricert.com/LKUP.cfm?id=N6CHUM
Date: 2016.05.11 10:06:02 -07'00'

1. BC LAND SURVEYOR: (Name, address, phone number)

Neil Raymond Denby
259A Lawrence Avenue

Telephone 250 763 7322
Fax 250 763 4413
neil@runnallsdenby.com

Kelowna BC V1Y 6L2

☐ Surveyor General Certification [For Surveyor General Use Only]

2. PLAN IDENTIFICATION:

Plan Number: EPP55104

Control Number: **146-350-9792**

3. CERTIFICATION:

◉ Form 9 ○ Explanatory Plan ○ Form 9A

I am a British Columbia land surveyor and certify that I was present at and personally superintended this survey and that the survey and plan are correct.

The field survey was completed on:	2015	August	07	(YYYY/Month/DD)	The checklist was filed under ECR#:
The plan was completed and checked on:	2015	August	29	(YYYY/Month/DD)	178066

◉ None ○ Strata Form S

◉ None ○ Strata Form U1 ○ Strata Form U1/U2

Arterial Highway ☐

4. ALTERATION: ☐

REFERENCE PLAN TO ACCOMPANY A LEASE OF PART OF LOT 18, SECTION 14, TOWNSHIP 23 AND OF DISTRICT LOT 32, OSOYOOS DIVISION YALE DISTRICT, PLAN 1502, EXCEPT PLANS H16596, KAP59550, KAP73205 AND KAP84475 AND APPROVAL OF THE APPROVING OFFICER TO EXPIRE AUGUST 31, 2031

PLAN EPP55104

PURSUANT TO SECTION 99(1)(k) OF THE LAND TITLE ACT
FOR LEASEHOLD PURPOSES
BCGS 82E.094

0 10 20 40 80

The intended plot size of this plan is 560mm in width by 432mm in height (C size) when plotted at a scale of 1:750
(All distances are in metres)

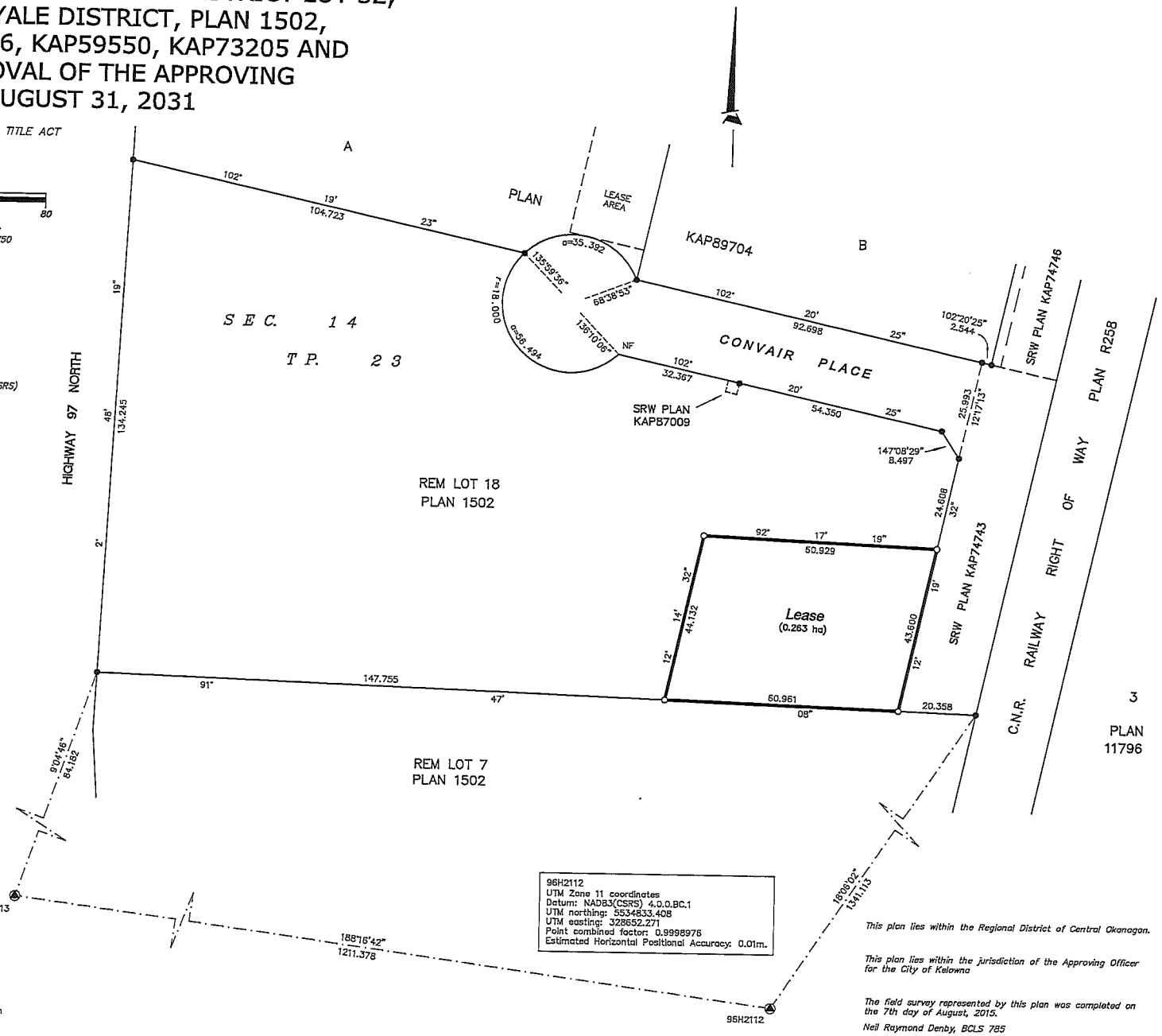
LEGEND
- Denotes Standard Iron post (Type 5) found
- Denotes Standard Iron post (Type 5) placed
- Denotes Control Monument found
- NF Denotes nothing found

Integrated Survey Area No. 4, City of Kelowna, NAD83 (CSRS)

Grid bearings are derived from observations between geodetic control monuments 96H2112 and 96H2113.

The UTM coordinates and estimated horizontal positional accuracy are derived from conventional survey ties to geodetic control monuments 96H2112 and 96H2113.

This plan shows horizontal ground-level distances unless otherwise specified. To compute grid distances, multiply ground-level distances by the average combined factor of 0.9998968 which has been derived from geodetic control monuments 96H2112 and 96H2113.



96H2113
UTM Zone 11 coordinates
Datum: NAD83(CSRS) 4.0.0.BC.1
UTM northing: 5536032.040
UTM easting: 328826.667
Point combined factor: 0.9998960
Estimated Horizontal Positional Accuracy: 0.01m.

96H2112
UTM Zone 11 coordinates
Datum: NAD83(CSRS) 4.0.0.BC.1
UTM northing: 5534833.408
UTM easting: 328652.271
Point combined factor: 0.9998976
Estimated Horizontal Positional Accuracy: 0.01m.

This plan lies within the Regional District of Central Okanagan.

This plan lies within the jurisdiction of the Approving Officer for the City of Kelowna

The field survey represented by this plan was completed on the 7th day of August, 2015.

Neil Raymond Denby, BCLS 785

RUNNALLS DENBY
british columbia land surveyors

259A Lawrence Avenue
Kelowna, B.C.
V1Y 6L2

Phone: (250)763-7322
Fax: (250)763-4413
Email: neil@runnallsdenby.com

DWG. No.: 14327 LEASE

FILE: 14327

SCHEDULE B

Copy of Tenant's Letter dated January 12, 2015

E & D AIRCRAFT SERVICES LTD.
#1 - 5550 Aerospace Drive Kelowna, B.C. V1V 1S1
Phone: (250) 765-9718 Fax: (250) 765-8322

SCHEDULE "B"

January 12, 2015

City of Kelowna
#1, 5533 Airport Way
Kelowna, BC
V1V 1S1

Delivered By Hand

Attention: Sam Samaddar, Airport Director

Dear Sir,

Re: Renewal of Lease

As requested please find attached schematic drawings for the interior and baffling improvements for Okanagan Aero Engine (1999) Ltd. We are encouraged by your positive comments regarding our artist's renderings and believe our new look will enhance the esthetics at the airport.

We estimate our total investment will be $750,000 which will include:

1. Complete building facade improvements as per renderings
2. Interior improvements including flooring, painting and decor. Also electrical and plumbing to be brought to current code standards as well as upgrading to high efficiency lighting through out the building
3. Upgrade to high efficiency heating and air conditioning
4. Asphalt resurfacing with special detail given to drainage requirements

5. Baffling structure built to significantly reduce engine noise, where the noise from the engine testing area will be directed away from the rental car building. The baffle system will direct the air up and north of the building greatly reducing the noise and complying with the Canadian Centre for Occupational Health and Safety, copy attached. We have also included information on the acoustic material to be used

6. Xeriscape landscaping

7. Dedicated parking stalls

8. 6 foot high chain link fenced storage yard with privacy slats to be located between the south overhead door and baffling structure

9. Complete new torch on fiberglass roof

10. New 450L double wall above ground fuel tank complete with vacuum monitoring and spill containment box. Feed and return lines are double walled plastic and run through a 4" duct underground to engine test stand, including a positive shut down valve on tank feed. Piping used meets UL 971 code and is rated for this product. Installation meets or exceeds fuel system requirements including a building permit, copy attached

11. Major equipment purchase of Magnaflux DR100, 5,000amp A/C wet bench machine

We look forward to continuing our harmonious relationship with Kelowna International Airport.

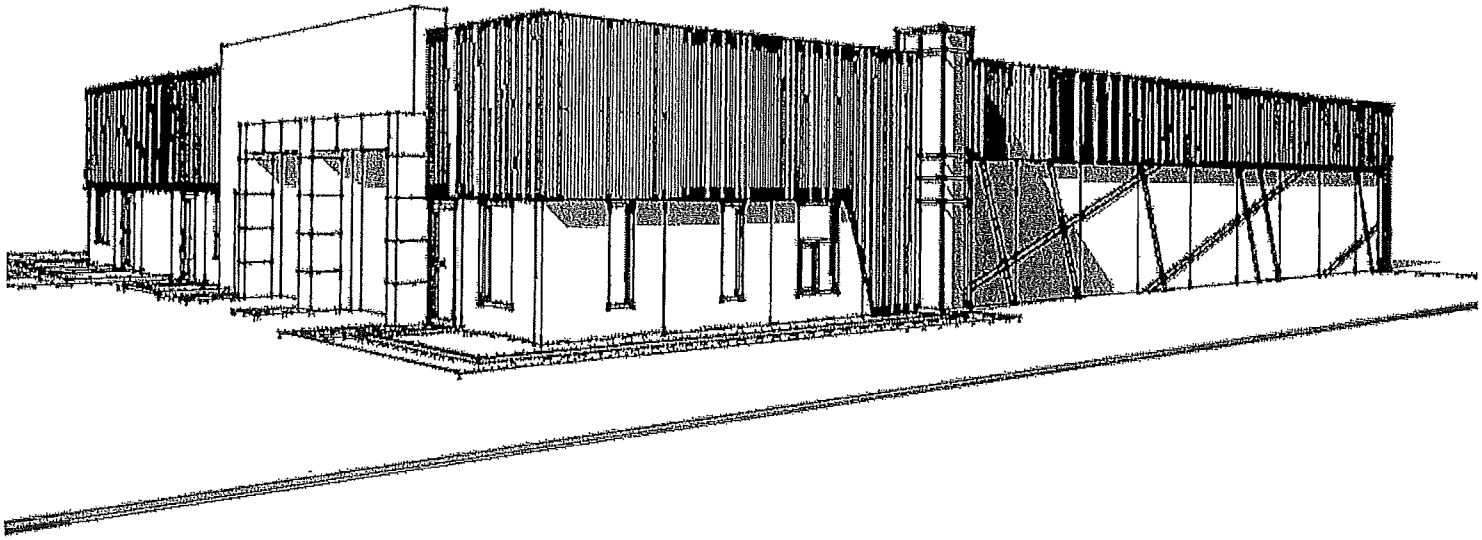
Respectfully submitted,

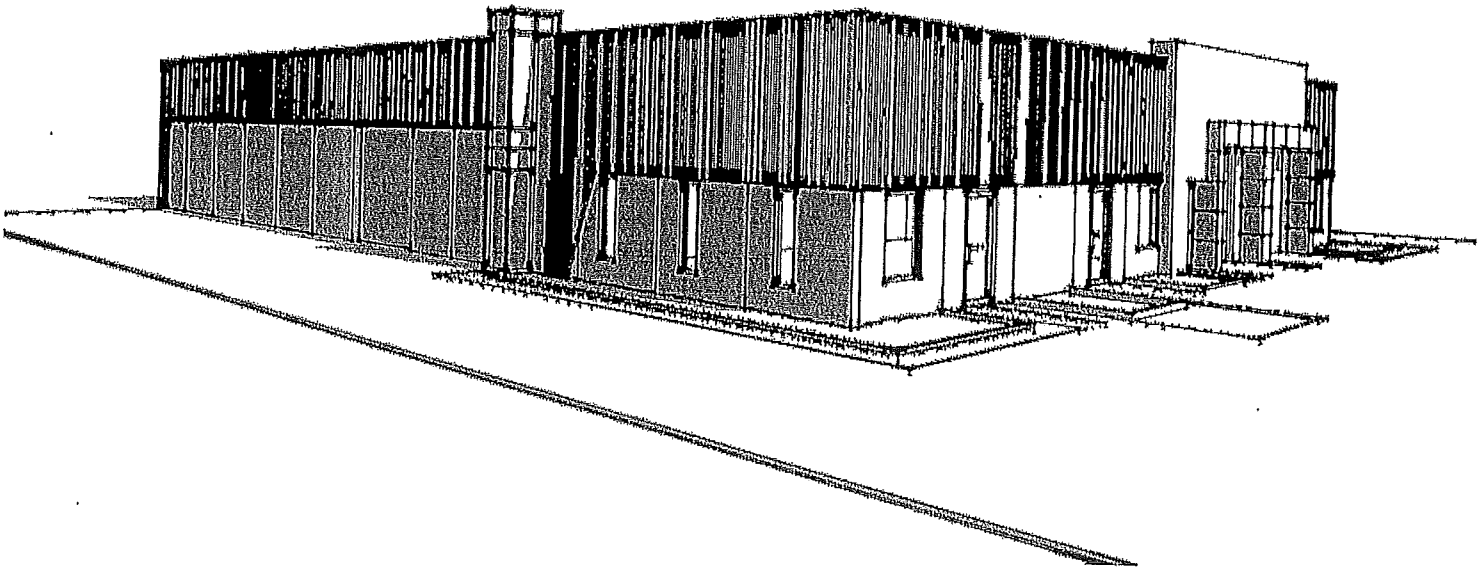
E & D Aircraft Services Ltd.

Fred Haasdyk

FAH/sh

Enclosures





SCHEDULE C

Insurance Requirements

1. Tenant To Provide

The Tenant shall procure and maintain, at its own expense and cost, the insurance policies listed in Article 10, with limits no less than those shown in the respective items, unless the City advises in writing that it has determined that the exposure to liability justifies less limits. The insurance policy or policies shall be maintained continuously from commencement of the Sublease Agreement or such longer period as may be specified by the City.

2. Insurance

As a minimum, the Tenant shall, without limiting its obligations or liabilities under any other contract with the City, procure and maintain, at its own expense and cost, the following insurance policies:

2.1 Comprehensive General Liability Insurance

(i) providing for an inclusive limit of not less than $2,000,000 for each occurrence or accident;

(ii) providing for all sums which the Tenant shall become legally obligated to pay for damages because of bodily injury (including death at any time resulting therefrom) sustained by any person or persons or because of damage to or destruction of property caused by an occurrence or accident in connection with the Tenant's technical and building services and maintenance operations;

(iii) including coverage for Products/Completed Operations, Blanket Contractual, Tenant's Protective, Personal Injury, Contingent Employer's Liability, Broad Form Property Damage, and Non-Owned Automobile Liability.

(iv) including a Cross Liability clause providing that the inclusion of more than one Insured shall not in any way affect the rights of any other Insured hereunder, in respect to any claim, demand, suit or judgement made against any other Insured.

2.3 Automobile Liability Insurance covering all motor vehicles, owned, operated and used or to be used by the Tenant directly or indirectly in connection with the Tenant's commercial operation. The Limit of Liability shall not be less than $2,000,000 inclusive, for loss or damage including personal injuries and death resulting from any one accident or occurrence.

2.4 Tenant's All Risk property insurance, providing for Tenant's legal liability, providing for an inclusive limit of not less than the value of the Premises and all leasehold improvements.

3. **The City Named As Additional Insured**

The policies required by sections 2.2 and 2.3 above shall provide that the City is named as an Additional Insured thereunder and that said policies are primary without any right of contribution from any insurance otherwise maintained by the City.

4. **Tenant's Contractor and Agents**

The Tenant shall require each of its contractor's and agent's that make use of the Premises or provide services to the Tenant at the Premises provide comparable insurance to that set forth under section 2.

5. **Certificates of Insurance**

The Tenant agrees to submit Certificates of Insurance, in the form of Appendix B-1, attached hereto and made a part hereof, for itself and for all of its Subcontractors to the Risk Management Department of the City prior to the effective date of this Agreement. Such Certificates shall provide that 30 days' written notice shall be given to the Risk Management Department of the City, prior to any material changes or cancellations of any such policy or policies.

6. **Other Insurance**

After reviewing the Tenant's Certificates of Insurance, the City may require other insurance or alterations to any applicable insurance policies in force during the period of this Sublease Agreement and will give notifications of such requirement. Where other insurances or alterations to any insurance policies in force are required by the City and result in increased insurance premium, such increased premium shall be at the Tenant's expense.

7. **Additional Insurance**

The Tenant may take out such additional insurance, as it may consider necessary and desirable. All such additional insurance shall be at no expense to the City.

8. **Insurance Companies**

All insurance, which the Tenant is required to obtain with respect to this Sublease Agreement, shall be with insurance companies registered in and licensed to underwrite such insurance in the province of British Columbia.

9. **Failure to Provide**

If the Tenant fails to do all or anything which is required of it with regard to insurance, the City may do all that is necessary to effect and maintain such insurance, and any monies expended by the City shall be repayable by and recovered from the Tenant. The Tenant

expressly authorizes the City to deduct from any monies owing the Tenant, any monies owing by the Tenant to the City.

10. Nonpayment of Losses

The failure or refusal to pay losses by any insurance company providing insurance on behalf of the Tenant shall not be held to waive or release the Tenant or from any of the provisions of the Insurance Requirements or this Sublease Agreement, with respect to the liability of the Tenant otherwise. Any insurance deductible maintained by the Tenant under any of the insurance policies is solely for their account and any such amount incurred by the City will be recovered from the Tenant as stated in section 9.

Report to Council

Date: July 25, 2016

File: 0610-01

To: City Manager

From: Community Policing Coordinator

Subject: Don't be an easy target – anti-theft campaign

Recommendation:

THAT Council receives, for information, the report from Community Policing Coordinator dated July 25, 2015 with respect to crime prevention strategies aimed at reducing theft from motor vehicles within the city of Kelowna.

Purpose:

To provide information to Council about the *Don't be an easy target* crime prevention initiative and have Council assist in the promotion of the program, encouraging community involvement to reduce auto crime in Kelowna.

Background:

In 2015, the Crime Prevention Unit launched the *Don't be an easy target* campaign to increase public awareness and involvement to help reduce theft from motor vehicles. The goal of the campaign was to change behaviour and remind people to remove valuables from their vehicle, lock their vehicle and report suspicious activity to the RCMP.

From January to June 2016, the RCMP noted a 50 per cent increase in thefts from motor vehicles as compared to the same reporting period in 2015.

The campaign
In June of this year, the Crime Prevention Unit reintroduced the *Don't be an easy target* campaign adding a social media component and contest for residents of Kelowna. Staff and RCMP volunteers will attend events this summer, handing out postcards as part of a social media contest that encourages behaviour change to prevent theft from vehicles.

The contest
The postcard features a static cling decal that can be placed on the inside of the driver-side window to let people know that the vehicle is "all locked up and [there's] nothing to take." The cling is intended to be a reminder to the driver and a visual message to any passerby or potential thief that the vehicle isn't a target.

By posting a picture of the Don't be an easy target decal on a vehicle window to Facebook, Twitter or Instagram using hashtags #Kelowna #dontbeaneasytarget participants will be entered to win a $50 gift certificate to a local restaurant or retailer (drawn biweekly until the fall). Contest winners are directed to Kelowna RCMP Detachment where they receive their prize along with a letter of appreciation from the Officer in Charge, Kelowna RCMP. The first contest winner was drawn last week – thanks to @thezenchef for posting his cling picture on Instagram.

Staff invite Kelowna City Council to place a cling on their own vehicle and post a picture of it to social media to help raise awareness about the cause, the campaign and the contest.

For more information, visit kelowna.ca/target or check out the hashtags in use on social media.

Internal Circulation:
RCMP Superintendent
Corporate & Protective Services Divisional Director
Crime Prevention Supervisor
Communications Supervisor
Kelowna RCMP Media Relations Contact

Considerations not applicable to this report:
Legal/Statutory Authority:
Legal/Statutory Procedural Requirements:
Existing Policy:
Financial/Budgetary Considerations:
Personnel Implications:
External Agency/Public Comments:
Communications Comments:
Alternate Recommendation:

Submitted by:

C. Cornock, Community Policing Coordinator

Approved for inclusion:

cc: Communications

Report to Council

City of Kelowna

Date: July 25, 2016

File: 1220-02

To: City Manager

From: Ross Soward, Planner Specialist

Subject: Revitalization Tax Exemption Program Update

Recommendation:

THAT Council receives, for information, the report from the Planner Specialist, dated July 25, 2016, regarding the status of the Revitalization Tax Exemption Bylaw and purpose-built rental housing tax incentive programs;

AND THAT Council directs staff to move forward with the amendments to the Revitalization Tax Exemption Program Bylaw with respect to Tax Incentive Area 3, as described in the report from the Planner Specialist, dated July 25, 2016.

Purpose:

To receive an update on the status of the Revitalization Tax Exemption Bylaw and purpose-built rental housing tax incentive programs.

Background:

The Revitalization Tax Exemption (RTE) Bylaw was established in 2006 to offer incentives for investment and development in the Downtown and Rutland urban centres. The RTE Bylaw allows eligible developments to receive a ten-year exemption from the municipal portion of property taxes on the incremental value of improvements (i.e.: the difference between assessed value pre-development and assessed value post-development).

In the early years of the program (2006-2011), no qualifying development occurred in the tax incentive areas. In response to this, the incentive program was adjusted in 2012. Since the adjustment in 2012 a range of projects have utilized the Revitalization Tax Exemption for Downtown and Rutland urban centres.

Tax Incentive Areas

The RTE Bylaw stratifies the available tax exemptions by priority areas within the City Centre so that the areas of highest priority for investment receive the greatest tax benefit.

"Tax Incentive Area 1," 100% of the Revitalization Amount[1] *on the parcel;*

"Tax Incentive Area 2," 100% of the Revitalization Amount on the parcel, for a project with a minimum floor area of 3,716 m2 (40,000 sq. ft.); 75% of the Revitalization Amount on the parcel which can be attributed to a residential land use, and/or 50% of Revitalization Amount on the parcel which can be attributed to a commercial land use, for a project with a floor area of less than 3,716 m2 (40,000 sq. ft.)

"Tax Incentive Area 3", 50% of Revitalization Amount on the parcel, for a project with a minimum floor area of 3,716 m2 (40,000 sq. ft.);

"Tax Incentive Area 4", 100% of the Revitalization Amount on the parcel; Within Rutland Urban Centre the RTE defines one priority area.

Tax Incentive Area Three is the only area with a cap, being 200,000 ft^2 and has the lowest level of support. After the completion of the Okanagan Centre for innovation there will be 93,973 ft^2 of eligible development remaining for this tax incentive area

Figure 1: Development projects benefiting from the tax exemptions in urban centres

Address	Project Name	Urban Centre	Gross Floor Area (ft^2)	Tax Area	Application Number
New RTE Projects at Building Permits Stage 2015-2016					
460 Doyle Ave	**Okanagan Centre for Innovation**	**City Centre**	**106,027**	**3**	**RTE15-0002**
Completed RTE Projects 2012-2015					
596 Leon Ave	Leon Avenue Commercial Building	City Centre	4,350	2	RTE11-0001
110-150 Hwy 33 West	Valley First Credit Union	Rutland	15,787	4	RTE12-0001
269-281 Lawrence Ave	Lawrence Avenue Office Building	City Centre	15,651	2	RTE12-0004

[1] "Revitalization Amount" means the municipal portion of property tax calculated in relation to the increase in the assessed value of improvements on the property resulting from the construction or alterations."

552-554 Leon Ave	Office Building	City Centre	41,089	2	RTE14-0001

In 2012, the RTE Bylaw was amended to include incentives for the development of purpose-built rental housing anywhere in Kelowna when the vacancy rate is less than three per cent. This incentive complements the City's Rental Housing Grants Program which provides direct financial assistance to purpose-built rental housing projects in the form of Development Cost Charge credits. While the incentive benefits urban centres with increased development, the tax exemption agreements also come at a cost to the City in the form of lost revenue. For example, a recent 70-unit rental project translates into roughly $345,530 of lost municipal tax revenue over the lifespan of the agreement. The annual amount from each project may seem like a small amount of money given the overall tax base, however there is a cumulative impact. As illustrated in the table below a growing number of purpose-built rental housing projects have taken advantage of the program.

Figure 2: Purpose-built Rental housing tax exemptions agreements

Address	Project Name	Number of Units	Status	Application Number
Past Rental Housing Tax Exemption Agreements 2012-2015				
598 Sutherland Ave	4 Storey Apartment	16 apartment units	Complete	RTE12-0003
1155 Brookside Ave	Brookside City Homes	70 townhouse units	Complete	RTE12-0005
1507-1511 Dickson Ave	Purpose-built Rental Housing	90 apartment units	Under Construction	RTE14-0003
2016 Rental Housing Tax Exemption Agreements (Forthcoming)				
2127 Ethel St	Purpose-built Rental Housing	24 row house Units (Micro-suites)	Complete	RTE15-0001
678 Richter St	Pleasantvale	50 apartment units 20 townhouse units	Complete	RTE16-0002
805 Academy Way	U3 Rentals	64 apartment units	Under Construction	RTE16-0001
2065-2075 Benvoulin Crt	Seniors Housing	78 apartment units	Under Construction	RTE16-0003
305 Homer Rd	Purpose-built Rental Housing	9 townhouse units	Under Construction	RTE15-0003

Anticipated Rental Housing Tax Exemption Agreements in 2016-2017				
125 Dundas Rd	Purpose-built Rental Housing	23 apartment units	Development permit	N/A
1745 Chapman Pl	Social Housing	86 apartment units	Under Construction	N/A
800 Academy Way	Purpose-built Rental Housing	316 micro units	Development Permit	N/A

Discussion

Urban Centre Revitalization

Kelowna's urban centres are expected to accommodate 45% of future growth. The development and intensification of the Downtown and Rutland is critical to the City realizing the goal of livable mixed-use urban centres. However, the shift to more compact development requires the development community to take on more complex urban multi-storey projects. In addition, the Downtown and the city's other urban centres currently have low population densities, reflecting the high proportion of development that was commercial over the last five years. Accordingly, the tax incentive areas and the rental housing tax exemption programs are policy incentives to encourage the shift from greenfield to urban redevelopment projects as well as an opportunity to encourage more residential development.

The City Centre is becoming a hub of construction activity with the Interior Health Service Building and Centre for Innovation adding over 200,000 square feet of office space to the Downtown. A number of other projects such as Central Green have started construction, indicating increased market confidence and growing momentum for downtown development. Recent discussions with developers indicate that Sole 2 on St. Paul St (Tax Incentive Area 3) are interested in pursuing revitalization tax exemptions for their upcoming project. Given the amount of development and investment expected in Tax Incentive Area Three, shifting the remaining 93,973 ft^2 to residential could complement the city's efforts to balance employment and residential densities within this area of Downtown.

In contrast, the Tax Incentive Area One and Two have seen less development activity with only one new commercial project in Tax Incentive Area Two (455 Lawrence Ave). However, the City's recent listing of the sites at 1558 and 1580 Ellis Street will provide two more mixed use development sites to the downtown, supporting the revitalization of the lands south of Bernard Avenue that are part of Tax Incentive Area Two. Also, Rutland urban centre has had less uptake since the program was expanded. Several projects are currently moving through the development permit process, but no new building permits have been issued in 2016. The recent civic investments (Roxby Plaza and Rutland Centennial Park) and the RTE program are

complementary incentives to encourage private sector investment in the area moving forward.

Purpose-built Rental Housing

The purpose-built rental housing tax incentives under the RTE Bylaw have also seen growing interest. Two new projects (Ethel Street and Dickson Avenue) will be completed in 2016, providing 114 new rental units within the urban core. Four RTE agreements under the rental housing program are forthcoming in 2016, reflecting the growing number of purpose-built rental housing projects that are moving toward construction. For example, a recent review by staff indicate that approximately 1,048 purpose-built rental units are to be completed or moving toward construction in 2016-17. Also, the City's Rental Housing Grants Program received six applications for 329 units in 2016. While, the development market has taken steps to respond to the low rental housing vacancy rates, recent Canada Mortgage and Housing Corporation reports indicate that future population growth in Kelowna will mean that the rental housing demand will continue to outpace the supply in the short-term as many of the approved projects are not expected to be completed before 2017/2018.

Conclusion

There is a shift in development trends occurring in Kelowna with multi-family units now outpacing the number of single-family units, and a growing number of projects are poised for construction in the city's Urban Core in 2016/2017. The RTE Bylaw continues to be a complementary tool to reinforce these shifts and to address key challenges, such as purpose-built rental housing and downtown revitalization. Given the significant need for rental housing in Kelowna, the lost revenue associated with the program is supported given the importance of encouraging new rental housing projects. Recent uptake by the development community indicates the RTE rental housing tax incentive is an effective tool to support developers and non-profits in bringing new rental housing units to market.

Given the development markets growing interest in Tax Incentive Area Three of downtown, staff are recommending that the remaining revitalization tax exemption be focused on residential development. This would ensure the remaining 93,973 ft^2 in Tax Incentive Area Three is absorbed by residential projects, adding to the city's housing supply and supporting the city's goals of an active and vibrant Downtown. This will require a minor amendment to the bylaw (Tax Incentive Area 3), but reflects the importance of encouraging a balance of both commercial and residential development to create successful urban centres.

In summary, the RTE Bylaw is one tool to promote investment in the urban centres and to address the urgent need for purpose-built rental housing in the near-term. A more fulsome staff review of the RTE Bylaw and incentives in 2017 is planned, given the significant number of applications that are moving forward to building permit or construction for 2016/2017. As construction begins on these projects staff will be better equipped to assess the health of the development market in Downtown Kelowna and the priorities for incentives. The RTE Bylaw continues to promote key city objectives such as smart growth, economic development and housing affordability.

Internal Circulation:

City Clerk
Director, Financial Services
Manager, Urban Planning
Director, Real Estate Services
Manager, Strategic Land Development
Divisional Director, Community Planning & Real Estate
Department Manager, Policy & Planning

Legal/ Statutory Authority:

Revitalization Tax Exemption Program Bylaw No. 9561, 2006
Community Charter, Division, Section 226

Legal/Statutory Procedural Requirements

According to the Revitalization Tax Exemption Bylaw No. 9561, no further applications for tax exemption in Tax Incentive Area 3 will be accepted, once the threshold of 200,000 ft^2 has been reached.

Existing Policy:

Official Community Plan Bylaw No. 10500

Objective 5.9 – support the creation of affordable and safe rental, non-market and/or special needs housing.

Policy 5.1.3 Rutland & downtown Revitalization Tax Exemption Program. Provide a revitalization tax exemption for the municipal portion of the annual taxes on improvements for development within the City Centre and Rutland Town Centre as per Revitalization Tax Exemption Bylaw No. 9561

Downtown Plan

Action Item 16 – Provide financial incentives for affordable housing

Submitted by: R. Soward, Planner Specialist

Approved for inclusion: J. Moore, Department Manager of Policy & Planning

Attachments:

Attachment A – Map of the Downtown Tax Incentive Areas
Attachment B – Map of the Rutland Tax Incentive Area

cc:
City Clerk
Director, Financial Services
Manager, Urban Planning
Director, Real Estate Services
Manager, Strategic Land Development
Divisional Director, Community Planning & Real Estate
Department Manager, Policy & Planning

N
Rotary Marsh Park
Waterfront Park
Recreation Avenue Park
Mount Royal Open Space
Cawston Avenue Recreation Corridor
Okanagan Lake
City Park
Mill Creek Linear Park
Rowcliffe Park (Old KSS Site)
GUY ST
MANHATTAN DR
SUNSET DR
RECREATION AVE
INDUSTRIAL AVE
GASTON AVE
CROWLEY AVE
ETHEL ST
WEDDELL PL
BAILLIE AVE
VAUGHAN AVE
CLEMENT AVE
CORONATION AVE
CANNERY LANE
CAWSTON AVE
ELLIS ST
WILSON AVE
SMITH AVE
FULLER AVE
GRAHAM ST
WATER ST
DOYLE AVE
ST PAUL ST
RICHTER ST
STOCKWELL AVE
MARTIN AVE
BERTRAM ST
QUEENSWAY
LAWSON AVE
MILL ST
BERNARD AVE
PANDOSY ST
LAWRENCE AVE
LEON AVE
HARVEY AVE
RIVERSIDE AVE
BOYCE CR
ROSEMEAD AVE
SAUCIER AVE
GAGNON PL
ABBOTT ST
MAPLE ST
BUCKLAND AVE
LAURIER AVE
DEHART AVE
MARSHALL ST
BORDEN AVE
LAKE AVE
ROWCLIFFE AVE
MCDOUGALL ST
SUTHERLAND AVE
ARRUTHERS ST
BOWES ST
LEQUIME ST
BEACH AVE
KNOX CR
ELLIOT AVE
PARK AVE
LEVITT LANE
BURNE AVE
LONG ST
DORYAN ST
CADDER
ROYAL AVE
1
2
3
Tax Incentive Area
City Centre
Tax Incentive Area 1
Tax Incentive Area 2
Tax Incentive Area 3
Urban Centre
Park
This map is for general information only.
The City of Kelowna does not guarantee its accuracy. All information should be verified.
0 100 200 Meters
Rev. June 12/12
City of Kelowna

N
MCCURDY RD
MCCURDY RD E
FELIX RD
EUCLID RD
KEYES RD
PHIPPS CR
FRIESEN RD
FIZET AVE
DUGGAN CT
HARTMAN RD
RICHARDS RD
SOLLY CT
KEITHLEY RD
KNORR RD
EUGENE RD
GALBRAITH PL
PEARSON RD
TARTAN RD
PATTERSON RD
DUDGEON RD
PINETREE RD
FORD RD
FRASER RD
JOSSELYN CT
HOLLYWOOD RD N
RENSHAW RD
FRANKLYN RD
MAYFAIR RD
MAYFAIR CT
DALTON RD
ALSGARD
Pearson Road Elementary School
Rutland Middle School
Rutland Senior School
Rutland Recreation Park
RUTLAND RD N
LEATHEAD RD
BACH RD
DODD RD
HARDIE RD
BRIARWOOD RD
LAUREL RD
MACADEN CT
MCDONALD RD
DONHAUSER RD
MONTGOMERY RD
PONTO RD
FLEMING RD
MCPHEE ST
Ben Lee Park
ALL STAR CT
VISTA RD
FILUK CT
FROELICH RD
CHEPESUIK CT
HOUGHTON RD
DOUGALL RD N
MCINTOSH RD
MUGFORD RD
MADSEN RD
PRIOR RD N
SANDS CT
BRYDEN RD
BADKE RD
ASHER RD
SHEPHERD RD
Rutland Centennial Park
SADLER RD
GIBBS RD W
GIBBS RD E
AURORA CR
4
ROXBY RD
HWY 33 W
HWY 33 E
SASKATOON RD
BARBER RD
DAVIE RD
DUNDAS RD
PETIOT RD
VALLEYVIEW RD
GRAY RD
PARK RD
MALLACH RD
MOLNAR RD
FIFE RD
CUPAR RD
CAMBIE RD
Rutland Lions Park
ROBSON RD W
ROBSON RD E
South Rutland Elementary School
MILTON RD
DUNDEE RD
ARGYLL RD
LOMOND RD
JUROME RD
DILLMAN RD
PRIOR RD S
JADE RD
HOLBROOK RD W
HOLBROOK RD E
FALKIRK RD
PERTH RD
HOLLYWOOD CT
TATARYN RD
ADVENTURE RD
RUTLAND RD S
HUSCH RD
THEODORA RD
DELL RD
DOUGALL RD S
BENCHVIEW RD
JASCHINSKY RD
STIRLING RD
HOLLYDELL RD
HOLLYWOOD RD S
GRAHAM RD
PERRY RD
RUSTON RD
BRIAN RD
LACEY RD
MITCHELL RD
MATT RD
KITCH RD
THOMPSON RD
WHITE RD
TIMRICK CT
CACTUS RD
CAMELIA RD
Tax Incentive Area
Rutland
Tax Incentive Area
Urban Centre
This map is for general information only.
The City of Kelowna does not guarantee its accuracy. All information should be verified.
0 100 200
Meters
Rev. June 1/12
City of Kelowna

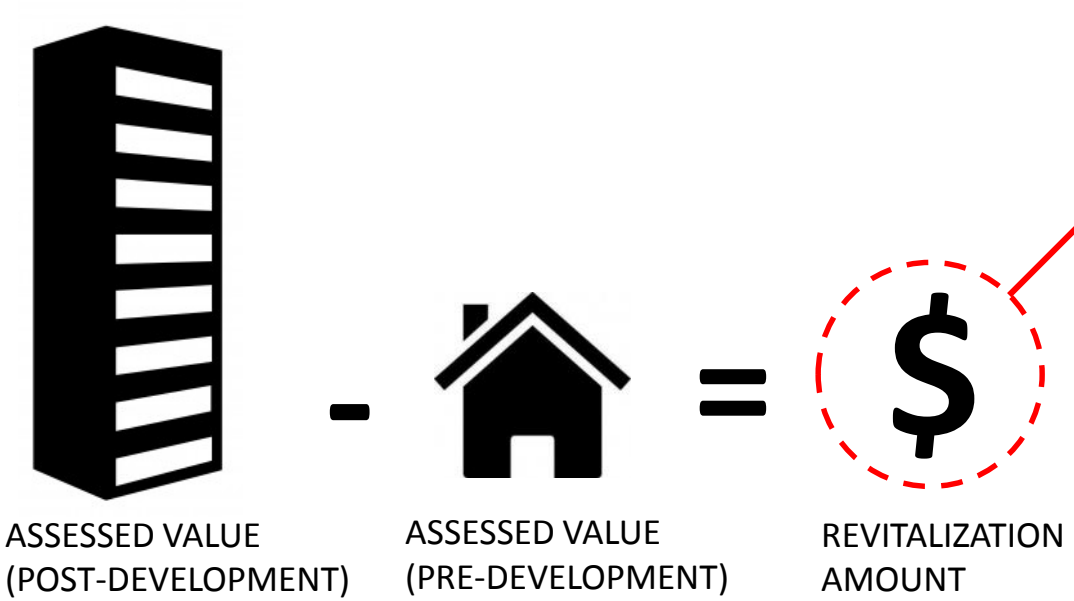
REVITALIZATION TAX EXEMPTION PROGRAM

Policy and Planning

PURPOSE

- Annual update
- Recent activity

BACKGROUND



EXEMPT FROM
MUNICIPAL
PROPERTY TAX

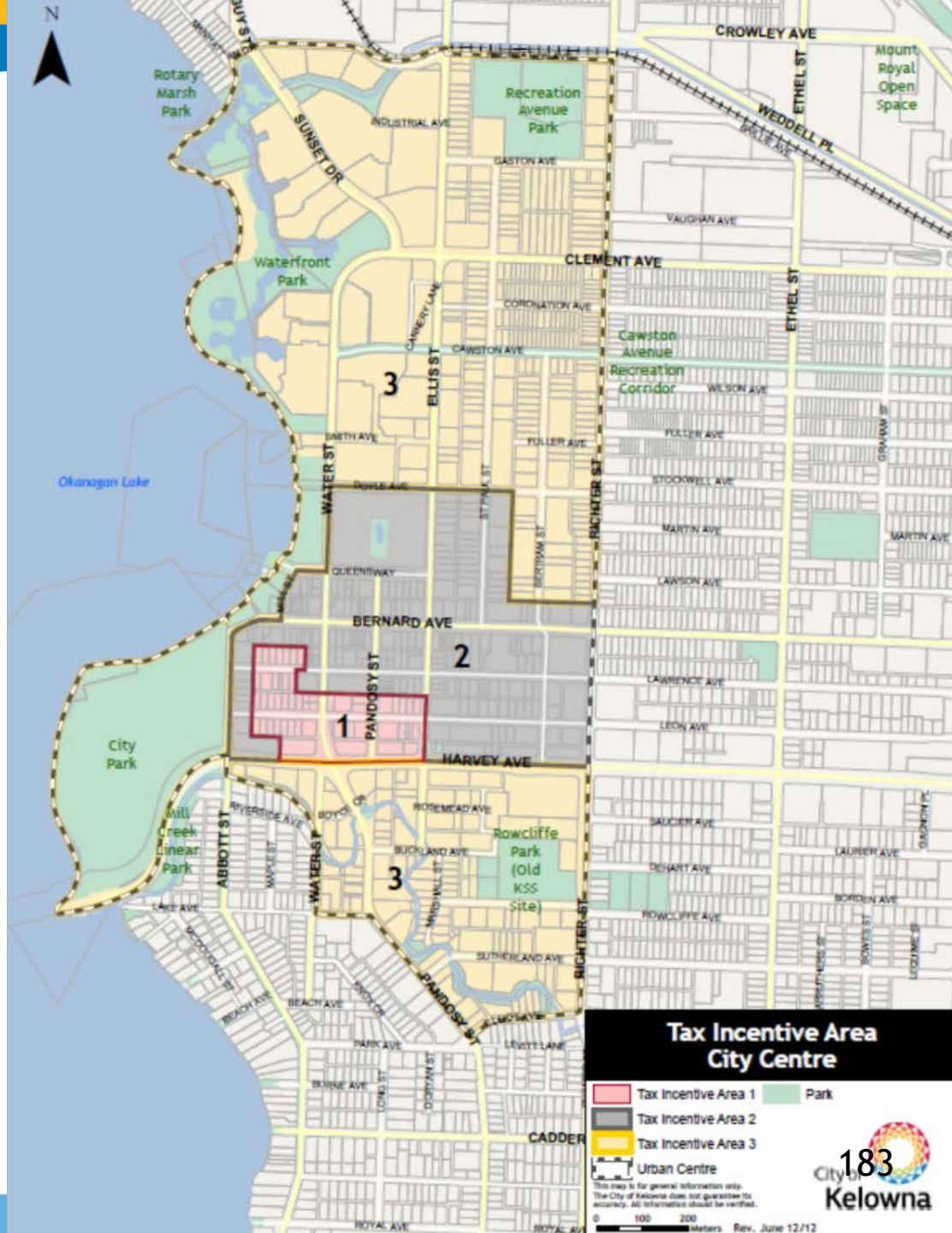
BACKGROUND

- Purpose of financial incentives
- Tax Incentive Areas
  - Downtown
  - Rutland
- Purpose-built rental housing incentives

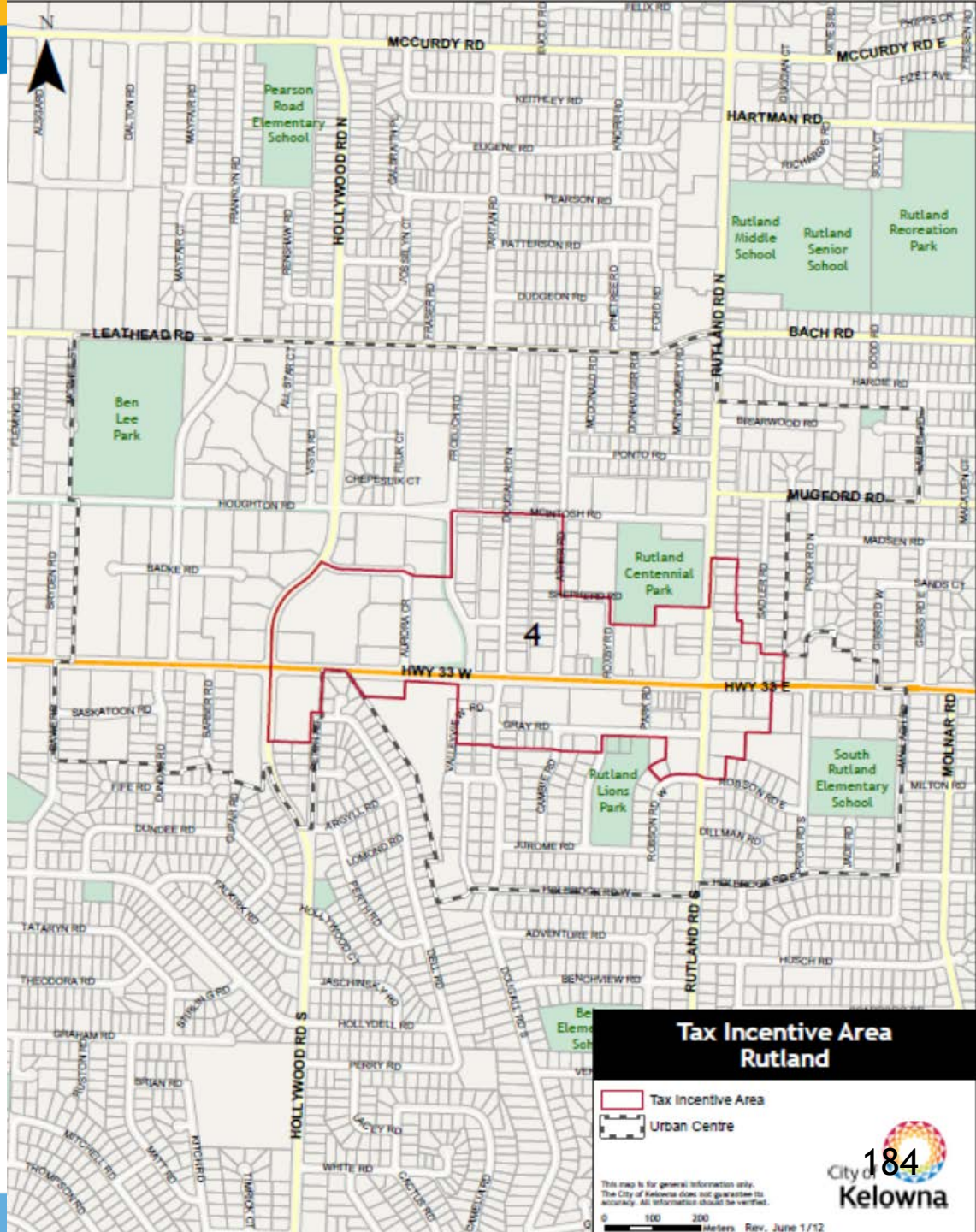
BACKGROUND

- Downtown
  - Area 1: 100% of revitalization amount
  - Area 2: 50-75% for small projects, 100% of revitalization amount for larger projects
  - Area 3: has 200,000 ft2 threshold
- Rutland
  - Area 4: 100% of revitalization amount
- Purpose-built rental housing
  - When vacancy rate is less than 3%

CITY CENTRE TAX INCENTIVE AREAS



RUTLAND TAX INCENTIVE AREA



TRENDS IN RTE AREAS

- Downtown
  - Positive signs of market confidence
  - Area 3 approaching threshold
  - Area 1 and Area 2 less activity
- Rutland
  - Area 4 limited activity

TRENDS IN RENTAL HOUSING INCENTIVES

- Significant uptake and lost revenue
- Complements rental housing grants
- Forthcoming reports from Community Planning
- Large amount of rental housing units instream

MOVING FORWARD

- Growing momentum in downtown
- Complements city goals
- Encourage residential in Downtown
- On-going monitoring required

Report to Council

Date: July 25, 2016

File: 1140-50

To: City Manager

From: Director, Real Estate

Subject: Delegation of Authority – Leases

Report Prepared by: M. Olson, Manager, Property Management

Recommendation:

THAT Council receives, for information, the Report from the Director, Real Estate dated July 25, 2016, pertaining to implementing a new bylaw for delegation of authority for entering into leases and licences of Occupation;

AND THAT Bylaw No. 11250 being, Delegation of Authority to Enter into Leases and Licences of Occupation Bylaw, be forwarded for reading consideration;

AND FURTHER THAT Council Policy No. 81, Processing of City Lease or Contract Documents be rescinded.

Purpose:

To create a new bylaw in order to allow staff to process minor leases and licence of occupations in order to enhance and add a level of efficiency to the lease development process.

Background:

the Property Management branch manages and leases all buildings and lands owned or vested by the City including the following;

- Residential properties;
- Commercial properties;
- Farms;
- Licence of occupations;
- Provincial/Crown tenure and water lots;
- Patios (i.e. Bernard Avenue patio seating program); and
- Concessions (Food concessions and activity concessions).

In an effort to increase efficiency and enhance the lease development process, staff is recommending a delegation of authority from Council to staff that would allow staff the authority to process the more minor lease and licence agreements and report back to Council on an annual basis with a report including all agreements signed that are subject to the Delegation of Authority, Leases Bylaw.

Under the Bylaw, the Manager, Property Management would be assigned the authority within the established parameters to approve transactions for leases and licences of occupation over lands and buildings owned or vested by the City in addition to buildings and land to be leased by the City as required for municipal undertakings.

The Manager, Property Management would be authorized to negotiate and execute on behalf of the City, transactions of up to a maximum fair market value of $45,000 per year of a lease or licence of occupation (up to a maximum term of 15 years inclusive of renewals). This amount would allow the Manager, Property Management to approve most concession leases, licence of occupations, farm leases, residential leases (the more expensive residential rental amounts are likely to stay below $3,500/month for the immediate future) in addition to most minor commercial leases.

Further to a Council inquiry in the spring of 2015 staff have also appended a Real Estate Department Best Practice document (Schedule B) that details the Concession Contractor Bid Selection Process. The document will be included along with all calls for bids in the future and added to the Property Management department website for reference to potential future bidders.

Summary of Agreements Affected

Type of Agreement	# of leases	Leases affected	Annual Revenue	Notes:
Residential	40-50	All	+/- $675,000	Currently an informal delegation in place – this bylaw will formalize current practice
Commercial	40	Some	+/- $700,000	Most newly constructed units will still be required to go to Council as the amounts and/or term would likely be too large and/or long
Farm	5-7	All	+/- $10,000	Most current holdings are alfalfa fields which do not yield significant rental rates

Concession	15	All	+/- $30,000	Attached "Best Practice" outlines policy for choosing vendors
Non-Market	60	None	$0	Council Policy 347 (Non-Market Leasing of Civic Land and/or Buildings) All new non-market leases must be approved by Council
Patios	40	None	+/- $45,000	Already established process with staff level authority
LOO's	30	Most	+/- $20,000	Licence of Occupations are non-binding documents that do not grant an interest in land – Staff will continue to bring any high profile or non-market LOO's forward to Council.
Water Tenure	15	All	Variable	

Other comparable BC municipalities with similar delegation of authority bylaws;

- Coquitlam;
- Saanich; and
- Price George.

Legal/Statutory Authority:

Community Charter, Sec. 154(1) – Delegation of Council Authority

Legal/Statutory Procedural Requirements:

Community Charter, Sec. 154 – Delegation of Authority

Existing Policy: Council Policy 81 – Processing of City Lease or Contract Documents

Internal Circulation:

City Clerk

Considerations not applicable to this report:
Financial/Budgetary Considerations:
Personnel Implications:
External Agency/Public Comments:
Communications Comments:
Alternate Recommendation:

Submitted by: D. Edstrom, Director, Real Estate

Approved for inclusion: D. Gilchrist, Divisional Director, Community Planning & Real Estate

Attachments:
1. Schedule A - Real Estate Department Best Practice – Concession Contractor Bid Selection
2. Schedule B - Council Policy 81 – Processing of City Lease or Contract Documents

cc: S. Fleming, City Clerk

July 25, 2016

"BEST PRACTICE"
(Real Estate Department)

Concession Bid Contractor Selection

Preamble

The following operational Best Practice is intended to confirm the process by which the City will select contractors for concessions located at City owned facilities and parks.

Best Practice

Property Management manages and administers all concession contracts in addition to the contractor selection process; the City offers two main categories of concessions – Activity/Service Concessions and Food Concessions.

Food Concessions
Food Concessions are typically located in either a park or recreation facility and are typically offered for a five (5) year term through an open bidding process.

For dedicated sporting facilities, the City has a practice of first offering the food concession operation to the major user of the recreation facility / park it is located in. This assumes they will meet service requirements of all facility users, provide a market rent, and meet the healthy food guidelines. For example: Lombardy Park is used almost exclusively by Kelowna Minor Baseball. The concession is thus offered to Kelowna Minor Baseball to operate under a non-market lease.

Activity Concessions
Activity concessions offer services, activities and experiences to Kelowna Citizens and tourists alike that may not otherwise be available (i.e. the WIBIT Activity Concession in City Park). The objective of activity concessions is to provide opportunities that promote healthy and active living in conjunction with the enhancement of City of Kelowna owned parks, public spaces and amenities.
(a sample bid package is attached as **Appendix A**).

The majority of activity concessions are located in a park where a food concession is located and thus are not permitted to offer food for sale. The activity concession may offer water for people participating in their activity, but not sell to members of the public who are not using their services.

Activity concessions are typically leased out for a term of five (5) years. The terms and conditions are set out in the bid package issued for the use of the space. Staff typically give direction as to the type of use they are looking for in a space; however, it is up to the public to bid on the space with a suitable idea.

Bid Process

1. Property Management puts together a detailed bid package containing all relevant information and bid requirements in addition to the healthy food choices requirements (attached as **Appendix C**) if applicable and will solicit open bids through advertising in local media and the City's website.

* Note - the concession space may be a physical structure such as the Apple at Gyro Beach, or the concession stands at Hot Sands and Waterfront Park, or the concession space may be simply space to operate a mobile food cart or food truck.

2. All bids will be received in a sealed envelope including a performance deposit.

3. Bids will then be opened to ensure all of the mandatory requirements are met.

4. Three copies of each bid will be dispersed amongst an evaluation committee made up of members of either the Parks Services Department or the Sport & Events Services Department whom will evaluate each of the bids separately using the rating guide **(**attached as **Appendix B)**.

5. Once the evaluations are completed they will be submitted to the Property Management Department who will consolidate all the evaluations and put together a report to the evaluation committee recommending the successful bidder receive the contract to operate.

Typical Bid Process Timeline for Food Concessions

Jan – March	Investigate potential new concession opportunities & prepare bid packages.
March	Advertise concession opportunities.
April	Meet with proponents and have a site meeting.
April	Review and select the successful proponent.
May	Review operations to ensure concession operator is working within the guidelines of the contract
May – Aug	Successful concession contractor operates per the contract; Property Management staff (summer student) monitors the concessions

** NEW - Bid Process Timeline for Activity Concessions*

Jan – Feb	Advertise concession opportunities.
March	Meet with proponents and have a site meeting.
March	Review and select the successful proponent.
May	Review operations to ensure concession operator is working within the guidelines of the contract
May – Aug	Successful concession contractor operates per the contract; Property Management staff (summer student) monitors the concessions

Endorsements:

Director, Real Estate

Div. Director, Community Planning & Real Estate

Appendix A

GYRO & ROTARY BEACH

WATER ACTIVITY CONCESSIONS

(201_ - 201_)

Bid Package

For Any Additional Information Please Contact:
_____, Property Officer
_____@kelowna.ca
Direct Line: (250) 469-_____
Fax: (250) 862-_____

City of Kelowna

Gyro & Rotary Beach Water Activity Concessions

201_ - 201_

Informational Package

Overview

The City of Kelowna is seeking a contractor to operate a water activity concession from May 15 – September 15, for a term of three (3) years with an option to renew for two (2) additional one (1) year terms at the City's sole discretion. The activity concession is located at both Gyro and Rotary beaches as shown on the attached map.

An optional information meeting will be held on Tuesday, March 15, 201_ at 1:30pm at City Hall, in the Knox Mountain Meeting Room located on the 4th floor.

Bids will be accepted until 3:00pm, Thursday, March 24, 201_ at the office of the Property Manager, 4th floor of City Hall, 1435 Water Street, Kelowna, BC. The contract will be awarded subject to Council approval.

General Scope of Services of the Contractor

The Contractor will provide, equip and operate a water activity concession within the designated areas of Gyro and Rotary Beaches. Detailed maps of the locations are attached as Schedule A.

1. The Contractor will provide for use by the public watercraft propelled through the water by human power and can include but is not limited to paddleboards, canoes, kayaks, leg powered paddle boats etc. No inflatable structures will be permitted in the water lot. During the course of the contract any changes in the types or numbers of watercraft that are available or stored at the site must be approved by the City in advance.
2. The City will purchase and maintain one (1) beach wheelchair for the non-profit use of beach patrons with disabilities at each of Gyro and Rotary beaches. The Contractor will be required to store and secure the equipment for the term of the contract. There is to be no cost to the patron for the use of such beach wheelchairs.
3. The Contractor shall maintain all equipment to such standards as will ensure safety for operators.
4. The Contractor shall ensure that no persons too young to operate the boats are permitted to use them, and shall ensure that no persons operating boats do so in an unsafe manner or endanger persons swimming at Gyro & Rotary Park Beaches.

5. Any anchoring system proposed must be fully within the City of Kelowna water lot area as noted in the attached map and must be approved by authorities having jurisdiction.

6. The Contractor shall ensure that all participants wear personal floatation devices.

7. Operation of watercraft within the area delineated by swim buoys is prohibited under the Parks Bylaw. The Contractor will be responsible to inform patrons and gain their agreement that the watercraft must not be used in the swim buoy area. Patrons will only be allowed to enter and exit directly through the swim area as long as the watercraft is used responsibly and the area is clear of swimmers, but must not spend any length of time paddling within the swimming area.
8. The Contractor shall operate during the period of May 15th to September 15th of each year beginning May 15, 2016.
9. The park is open from 6 am to 11 pm each day and the contractor will provide service in the parks between 10 am and 8 pm (or dusk whichever is earlier), 7 days per week weather permitting, for the core season starting the last weekend of June until Labour Day in September. During the shoulder season the Contractor will supply concession service between the hours of 12:00pm to 4:00pm, 7 days per week, weather permitting.
10. The term of the contract will be for three (3) years with an option to renew for two (2) additional one (1) year terms at the City's sole discretion:
    a. Any extension, if offered, will retain all of the terms and conditions of the original contract or subsequent extension;
    b. such option period will be negotiated at the sole option of the City on the basis of the rental rate not being less than the rent bid for 2016.
11. The Contractor will pay permits, taxes and licenses.
12. The Contractor will clean and maintain the area surrounding the concession to the satisfaction of the City, including clean-up of litter from immediate area (a radius of 30 meters from the concession.)
13. The Contractor shall comply with all regulations regarding fire, traffic, safety and shall acquire all necessary permits.
14. The Contractor shall be allowed to display one professionally made sign at the space allotted. The sign is subject to City approval prior to posting.
15. No outside advertising will be permitted without the consent of the City.
16. The City leases a food concession in the same park therefore no food or beverage sales will be permitted.
17. The Contractor will be responsible to communicate with the City of Kelowna Outdoor Events Committee and review the Outdoor Events Calendar to determine the dates the park will be closed for special events, and as a result closed for the concession, unless agreement can be reached with the event organizer.
18. There is an existing structure at Gyro Beach which may remain in the current location. The structure may not be moved or enlarged. There is no structure provided at Rotary Beach. If the Contractor wishes to provide a structure the Contractor will be required to meet all regulations and Bylaws and the design <u>must</u> be approved by the City's Infrastructure Planning and the Parks Dept.
19. There will be no power available at Rotary Beach; however, the City is open to extending power from the building to the concession space at the vendor's expense and at the City's discretion. Power is available at Gyro Beach to the existing structure.

20. Prior to awarding the bid to the successful Proponent, the Proponent must prove to the City ownership of the activity equipment listed in the proposal.
21. The City <u>will not</u> provide on-site parking for the Contractor's vehicle and towing equipment.
22. The Contractor will be required to enter into a Prime Contractor Agreement with the City which is comprised of a Contractor Coordination Program Guide, Prime Contractor Designation Form and Application for Safety Pre-Qualification, as set out in Appendix C.
23. The Contractor will be required to follow Canadian Life Saving Society Standards for operation and supervision of the area.
24. The Contractor will be responsible for all additional swim/marker buoys to be installed in the lake to ensure a safe swimming area.
25. The Contractor must keep any promenades clear at all times.
26. On event days, the load in/load out of concession related equipment must be scheduled outside of event times so the promenade is clear and safe for participants.
27. The Contractor may not sublet, nor assign the contract without the written consent of the City. The minimum amount for such assignment shall be $500.00.
28. The Contractor is required to supply a bid deposit in the form of a certified cheque payable to the City of Kelowna in the amount of $1,000. The deposit of the successful Contractor will be retained as a "performance deposit".
29. The Contractor shall provide complete annual financial reports to the City within 45 days of the end of the season and no later than December 1st of each contract year. The statements will reflect the entire operating seasons, and a payment in the amount of 5% of the gross profits of the concession will accompany the statements by December 1st of each contract year.

Submission Requirements

1. The Contractor shall provide photographs or illustrations of all equipment to be offered for rental.
2. The Contractor shall provide a schedule of proposed rental rates with the tender submission.
3. The Contractor must specify on a map how much land they require for their proposal including areas for storage of equipment. Proposals that have a smaller footprint and reduce impacts on other park users may receive a higher score.
4. Prior to commencing work, the Contractor will be required to submit proof of a City of Kelowna Business License, Work Safe BC Coverage, and shall obtain the appropriate insurance coverage as listed in Appendix B by providing the City a Certificate of Insurance proving the coverage is in place within 10 days of the City awarding the contract.
5. Proposals will not be accepted after the final date and time for receipt of proposals, nor will they be accepted by facsimile or email. Bids will be accepted in person or by courier
6. Any one party may submit only one proposal. Any party submitting alternate proposals shall be disqualified. Conditional proposals will not be considered.
7. Proponents may not make alterations to their proposals after the closing date and time, except as may be allowed by the City during the negotiation process.

MADATORY CRITERIA

The following are mandatory requirements. Proposals not clearly demonstrating that they meet them will receive no further consideration during the evaluation process.

Mandatory Criteria
a) Proposal received prior to 3 pm, March 24, 2016
b) **CERTIFIED CHEQUE** made to the City of Kelowna in the amount of $1,000
c) Value of Proposal (Bid Price $)
d) Three (3) hard copies of the bid proposal must be submitted

DESIRABLE CRITERIA

Proposals meeting the mandatory requirements will be further assessed against the following criteria. The relative weighting for each criterion is also given.

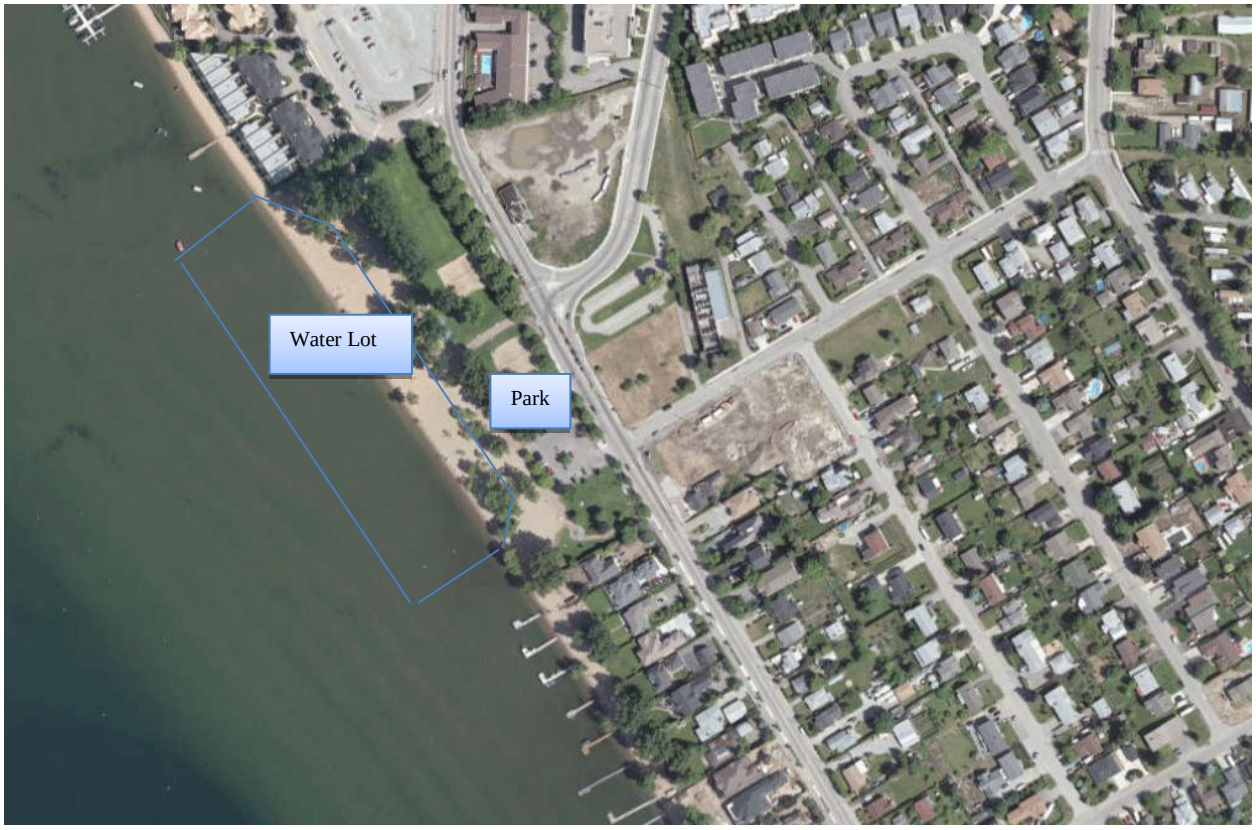
Criteria	**Weight**
Relevant experience, qualifications and successes.	30
Proposed rental items and proposed prices.	20
Potential impacts on the park space and other park users (e.g. the amount of space to be occupied for operations and storage).	20
Financial capability and stability	15
Value of proposal (Bid Price $)	15
TOTAL	100

Schedule A

PREMISES

Gyro Beach

The premises are those lands legally described as that portion of land, located at 3400 Lakeshore Road, Kelowna, BC



The existing building will remain in place for the term of the new contract. The building may not be expanded or moved.

PREMISES

Rotary Beach

The premises are those lands legally described as that portion of land, located at 3696 - 3726 Lakeshore Road, Kelowna, BC

Rotary Beach

New location for the concession operation

New location for the water activity concession is the concrete

pad located at the north end of the gazebo area

(junipers and shrubs around this area will be removed to make the area more visible)

Schedule B

INSURANCE REQUIREMENTS

1. Contractor to Provide

The Contractor shall procure and maintain, at its own expense and cost, the insurance policies listed in section 2, with limits no less than those shown in the respective items, unless in connection with this lease agreement, the City advises in writing that it has determined that the exposure to liability justifies less limits. The insurance policy or policies shall be maintained continuously from commencement of this lease agreement until the date of termination of the lease agreement or such longer period as may be specified by the City.

2. Insurance

As a minimum, the Contractor shall, without limiting its obligations or liabilities under any other contract with the City, procure and maintain, at its own expense and cost, the following insurance policies:

2.1 Comprehensive General Liability Insurance

(i) providing for an inclusive limit of not less than $5,000,000 for each occurrence or accident;

(ii) providing for all sums which the Contractor shall become legally obligated to pay for damages because of bodily injury (including death at any time resulting therefrom) sustained by any person or persons or because of damage to or destruction of property caused by an occurrence or accident arising out of or related to this lease agreement;

(iii) including coverage for Products/Completed Operations, Blanket Contractual, Contractor's Protective, Personal Injury, Contingent Employer's Liability, Broad Form Property Damage, and Non-Owned Automobile Liability.

(iv) Including a Cross Liability clause providing that the inclusion of more than one Insured shall not in any way affect the rights of any other insured hereunder, in respect to any claim, demand, suit or judgment made against any other Insured.

3. The City Named as Additional Insured

The policies required by section 2.1 above shall provide that the City is named as an Additional Insured thereunder and that said policies are primary without any right of contribution from any insurance otherwise maintained by the City.

4. Certificates of Insurance

The Contractor agrees to submit a Certificate of Insurance, in the form of Schedule B-1, attached hereto and made a part hereof, to the Risk Management Department of the City prior to the commencement date of this lease agreement. Such a Certificate shall provide that 30 days' written notice shall be given to the Risk Management Department of the City, prior to any material changes or cancellation of any such policy or policies.

5. Additional Insurance

The Contractor may take out such additional insurance, as it may consider necessary and desirable. All such additional insurance shall be at no expense to the City.

6. Insurance Companies

All insurance, which the Contractor is required to obtain with respect to this lease agreement, shall be with insurance companies registered in and licensed to underwrite such insurance in the province of British Columbia.

7. Failure to Provide

If the Contractor fails to do all or anything which is required of it with regard to insurance, the City may do all that is necessary to effect and maintain such insurance, and any monies expended by the City shall be repayable by and recovered from the Contractor. The Contractor expressly authorizes the City to deduct from any monies owing the Contractor, any monies owing by the Contractor to the City.

8. Nonpayment of Losses

The failure or refusal to pay losses by any insurance company providing insurance on behalf of the Contractor shall not be held to waive or release the Contractor from any of the provisions of the Insurance Requirements or this lease agreement, with respect to the liability of the Contractor otherwise. Any insurance deductible maintained by the Contractor under any of the insurance policies is solely for their account and any such amount incurred by the City will be recovered from the Contractor as stated in section 7.

9. **Hold Harmless and Indemnification**

The Contractor shall be responsible for all loss, costs, damages, and expenses whatsoever incurred or suffered by the city, its elected officials, officers, employees and agents (the indemnities) including but not limited to or loss of property and loss of use thereof, and injury to, or death of a person or persons resulting from or in conjunction with the performance, purported performance, or non-performance of this contract, excepting only where such loss, cost, damages and expenses are as a result of the sole negligence of the indemnities.

The Contractor shall defend, indemnify and hold harmless the indemnities from and against all claims, demands, actions, proceedings, and liabilities whatsoever and all costs and expenses incurred in connection therewith and resulting from the performance, purported performance, or non-performance of this contract, excepting only where such claim, demand, action, proceeding or liability is based on the sole negligence of the indemnities.

City of Kelowna

Schedule B-1

City staff to complete prior to circulation

City Dept.: _____

Dept. Contact: _____

Project/Contract/Event: _____

CERTIFICATE OF INSURANCE

This Certificate is issued to: **The City of Kelowna**
1435 Water Street
Kelowna, BC V1Y 1J4

Insured	Name:
	Address:

Broker	Name:
	Address:

Location and nature of operation or contract to which this Certificate applies:

Type of Insurance	**Company & Policy Number**	Policy Dates *Effective*	Policy Dates *Expiry*	Limits of Liability/Amounts
Section 1 Comprehensive General Liability including: • Products/Completed Operations; • Blanket Contractual; • Contractor's Protective; • Personal Injury; • Contingent Employer's Liability; • Broad Form Property Damage; • Non-Owned Automobile; • Cross Liability Clause.				Bodily Injury and Property Damage $ 5,000,000 Inclusive $ _____ Aggregate $ _____ Deductible
Section 2 Automobile Liability				Bodily Injury and Property Damage $ 5,000,000 Inclusive

It is understood and agreed that the policy/policies noted above shall contain amendments to reflect the following:

1. **Any Deductible or Reimbursement Clause contained in the policy shall not apply to the City of Kelowna and shall be the sole responsibility of the Insured named above.**
2. **The City of Kelowna is named as an Additional Insured.**

3. **30 days prior written notice of material change and/or cancellation will be given to the City of Kelowna.**

_____ _____

_____

Print Name **Title** **Company (Insurer or Broker)**

_____

_____

Signature of Authorized Signatory

SCHEDULE C-1

PRIME CONTRACTOR COORDINATION PROGRAM GUIDE

SCHEDULE C-2

PRIME CONTRACTOR DESIGNATION FORM

SCHEDULE C-3

PRIME CONTRACTOR APPLICATION FOR SAFETY-PRE-QUALIFICATION

Appendix B

Rating Evaluation Key

Rating	Description
1.0	Exceeds Standards, Positive Variations, No Risk
.95	
.90	Exceeds Standards, Minor Positive Variations with very Minimal Risk
.85	
.80	Exceeds Standards, Minor Positive Variations with Minimal Risk
.75	
.70	Meets Standards, No Variations
.65	
.60	Meets Standards, Minor Variations, Minimal Risk
.55	
.50	Meets Standards, Moderate Variations, Moderate Risk
.45	
.40	Fails to meet Standards, Moderate Variations, Moderate Risk
.35	
.30	Fails to Meet Standards, Major Variations, High Risk
.25	
.20	Fails to Meet Standards, Unacceptable, High Risk
.15	
.10	Fails to Meet Standards, Incomplete Response
.05	
0	Fails to Meet Standards, No Response

Rating Guide Matrix

Criteria	Weight
Relevant experience, qualifications and successes.	30
Proposed (food items or rental items) and proposed prices.	20
Overall proposal for operating a high quality, service oriented venture	30
Value ($) for exclusive use of the vending location	20
TOTAL	100

Appendix C

Healthy Food Choices – Check mark system

Choose Most √√	Choose Sometimes √	Choose Least	Not Recommended
Beverages 50% Foods 70%[1]		Beverages 50% Foods 30%[2]	
These items, including whole grain breads and fresh vegetables, tend to be the highest in nutrients, the lowest in unhealthy components, and the least processed.	These items include such things as fruit canned in light syrup, represent choices that are moderately salted, sweetened or processed.	These items including such things as fries tend to be low in key nutrients such as iron and calcium and highly salted, sweetened or processed.	These items, including candies and drinks where sugar is the first ingredient, or the second ingredient after water, tend to be highly processed, or have very high amounts of sweeteners, salt, fat, trans fat or calories relative to their nutritional value.

City of Kelowna staff will work closely with current concessionaires to achieve the above product proportions for packaged products as minimum standards. Percentages are based on BC School Guidelines for Healthy Food and Beverages and the Vancouver Coastal Health Policy.

[1] 70% of product choices from these categories with no more than 35% from the Choose Sometimes category
[2] 30% of products choices from these categories with no more than 15% from the Not Recommended category

City of Kelowna
1435 Water Street
Kelowna, BC V1Y 1J4
250 469-8500
kelowna.ca

Council Policy

Processing of City Lease or Contract Documents

APPROVED May 11, 1976

RESOLUTION: R375/10/04/26
REPLACING: R1000/00/12/18; R892/1999/11/01; R-1976/05/11 and Council Policy #79
DATE OF LAST REVIEW: April 2010

---

1. Department Heads are to process all proposed City lease or contract documents and any relative plans or attachments to the City Clerk's office for final review and processing for Council consideration. The City's Risk Manager shall be responsible for reviewing these documents to ensure that the City's liability/insurance needs are met. The City Clerk shall be responsible for reviewing these documents to ensure that they conform and include the appropriate standard provisions as may be established from time to time.

2. All proposed leases and agreements, except month to month tenancies, shall be presented to the Municipal Council for their consideration prior to execution. The City Clerk shall ensure that all approved legal documents are properly executed after which the originals shall be placed in the vault in the Clerk's Department for future reference.

3. That approval of all documents necessary to complete a lease agreement and/or subsequent renewals in the City of Kelowna Standard Lease Agreement format for all existing nominal rent assigned to the City of Kelowna Property Manager.

   That the Mayor and City Clerk be authorized, on behalf of the City, to execute all necessary documents that have been approved by the City of Kelowna Property Manager.

   Any new Non-Market leases require Council approval.

REASON FOR POLICY

To establish a policy for processing lease agreements/contract documents and execution of non-market rent leases.

LEGISLATIVE AUTHORITY

Council Resolution.

PROCEDURE FOR IMPLEMENTATION

As outlined in this policy.

DELEGATION OF AUTHORITY BYLAW

Leases and Licences of Occupation

DELEGATION SUMMARY

- Increased efficiency & enhance lease development process
- Manager, Property Management authorized to approve agreements:
  - Lease value – Max $45,000 (annual fair market value)
  - Term – Max 15 years (including renewals)
- Other municipalities with similar bylaws:
  - Coquitlam
  - Saanich
  - Prince George

AGREEMENT TYPES

Agreement	Number of Agreements
Residential	40-50
Commercial	40
Farm Leases	5-7
Concession Agreements	15
Non-Market Leases	60
Patios	40
Licence of Occupations	30
Water Tenure	15

CITY OF KELOWNA

BYLAW NO. 11250

Delegation of Authority to Enter into Leases and Licences of Occupation Bylaw

---

WHEREAS under Section 154(1) of the *Community Charter* as amended from time to time, empowers the City to, by bylaw, delegate powers, duties and functions, including those specifically established by an enactment, to officers and employees of the City;

AND WHEREAS Council wishes to delegate to its officers and employees' certain powers, duties and functions;

AND WHEREAS Council wishes to specify which officers and employees may act as signatories on behalf of the City as is relates to lease and licence of occupation transactions;

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

SECTION 1 - INTRODUCTION

1.1 This bylaw may be cited for all purposes as the "Delegation of Authority to Enter into Leases and Licences of Occupation Bylaw No. 11550."

1.2 Definitions

1.2.1 In this Bylaw:

"City" means The Corporation of the City of Kelowna or the area within the Municipal boundaries thereof;

"Council" means the Municipal Council for the City of Kelowna;

"Lease" means all forms of leases including farm leases, residential property leases, commercial leases, bare land leases, facility leases, concession leases and patio agreements;

"Manager, Property Management" means the person hired in this position by the Real Estate Director; and

SECTION 2 - Authorized Signatories for Specified Real Property Transactions

2.1 Provided that all necessary prerequisites of the *Community Charter* the *Local Government Act*, other applicable federal and provincial enactments, City bylaws, and City policies have been met, the Manager, Property Management is assigned the authority within the parameters established by Section 2 to approve transactions for leases and licences of occupation over lands and buildings owned or vested by the City in addition to buildings and land to be leased by the City as required for municipal undertakings.

2.2 The Manager, Property Management is authorized to negotiate and execute on behalf of the City, transactions of up to a maximum fair market value of $45,000 per year of a lease or licence of occupation.

2.3 The Manager, Property Management is assigned the authority to negotiate, approve and execute on behalf of the City all contracts and other documents necessary or desirable to complete lease or licence of occupation transactions as approved pursuant to this Bylaw.

2.4 The value of a transaction is to be determined by the basic rent or fee payable under the lease or licence for the term of the lease or licence including any rights of renewal.

2.5 The maximum term of a lease or licence of occupations shall be fifteen (15) years inclusive of any rights of renewal, or as established in section 2.2, whichever is shorter in duration.

2.6 The Manager, Property Management shall provide a report to Council to be received for information regarding any transactions approved pursuant to this Bylaw on an annual basis.

SECTION 3 - SEVERABILITY

3.1 In the event that any section of this bylaw is for any reason held invalid by a decision of a court of competent jurisdiction, the invalid section or sub-section shall be severed from and not affect the remaining provisions of this bylaw.

SECTION 4 – EFFECTIVE DATE

4.1 This bylaw comes into full force and effect and is binding on all persons as from the date of adoption.

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

Adopted by the Municipal Council this

_____

Mayor

_____

City Clerk

Report to Council

Date: July 25, 2016

File: 1140-53

To: City Manager

From: Mike Olson, Property Management Manager
Ian Wilson, Park Services Manager

Subject: Lebanon Creek Greenway Maintenance Agreement

Recommendation:

THAT Council approves the City entering into a five (5) year Maintenance Agreement, with the Regional District of Central Okanagan, for construction and maintenance of Lebanon Creek Greenway, in the form attached to the Report of the Manager, Property Management, dated July 25, 2016;

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

Purpose:

To establish a Maintenance Agreement with the Regional District of Central Okanagan for operation and maintenance of City owned lands near Lebanon Creek.

Background:

The City of Kelowna owns the undeveloped lands around Lebanon Creek shown on Schedule "A" of the attached Maintenance Agreement. The Regional District of Central Okanagan (RDCO) has expressed an interest in developing and maintaining a trail and associated amenities through the City-owned properties, which would connect with trails in RDCO-managed lands located upstream and downstream of the City properties. City staff are in support of this proposal, as it would be more efficient for a single organization to maintain this entire corridor.

The attached Management and Maintenance Agreement has been drafted for Council consideration and approval under similar terms and conditions as the Mission Greenway agreement which was last renewed in April, 2014.

Key terms of the agreement are for RDCO to be responsible for management, regulation, operation and maintenance of the surface of the lands and amenities of Lebanon Creek including, flora and fauna, weed control, trees, trail surfaces, pest control, vandalism, snow

and ice control, park furniture and structures, litter control, management of any hazards (including fire hazards), and responsibility for any other park amenities of Lebanon Creek.

Considerations not applicable to this report:
Legal/Statutory Authority:
Legal/Statutory Procedural Requirements:
Existing Policy:
Personnel Implications:
Communications Comments:
Alternate Recommendation:
External Agency/Public Comments:
Financial/Budgetary Considerations

Submitted by: M. Olson, Manager, Property Management;

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

cc: I. Wilson, Manager Parks Services

Attachments: 1. Schedule A – Maintenance Agreement
3. PowerPoint Presentation

LEBANON CREEK GREENWAY REGIONAL PARK
MANAGEMENT AND REGULATION CONTRACT

THIS AGREEMENT made the _____ day of _____, 20____.

BETWEEN:

CITY OF KELOWNA
A municipal corporation having offices at
1435 Water Street
Kelowna, British Columbia, V1Y 1J4

(the "City")

OF THE FIRST PART

AND:

REGIONAL DISTRICT OF CENTRAL OKANAGAN
A regional district having offices at
1450 KLO Road
Kelowna, British Columbia, V1W 3Z4

(the "Regional District")

OF THE SECOND PART

WHEREAS the Regional District intends to manage the Park across those City of Kelowna lands shown on Schedule 'A' forming a portion of Lebanon Creek Greenway Regional Park ("Lebanon Creek");

AND WHEREAS for the purposes of this Agreement it is acknowledged and agreed that those lands shown on Schedule 'A' constituting Lebanon Creek are deemed to be designated for use as a Regional Park pursuant to the Local Government Act;

AND WHEREAS the Regional District where applicable may, by bylaw, make rules and regulations governing the management, regulation, operation and maintenance of lands in a Regional Park and exercise all powers of a Regional District pursuant to the *Local Government Act.*

AND WHEREAS the parties have entered into this Agreement pursuant to the Community Charter and the *Local Government Act* to establish the terms and conditions of the management, regulation, operation and maintenance of Lebanon Creek by the Regional District.

NOW THEREFORE in consideration of the mutual promises set out in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Term

The term of this Agreement shall be for five (5) years.

2. Lebanon Creek as Regional Park

The parties hereby agree that for the purposes of this Agreement the City of Kelowna lands as identified on Schedule 'A' constituting Lebanon Creek are deemed to be licensed for use as a Regional Park pursuant to the *Local Government Act.*

3. Management, Regulation, Operation and Maintenance of the Lebanon Creek

The Regional District shall manage, regulate, operate and maintain Lebanon Creek as a Regional Park including the following:

a) Operate, maintain, and manage Lebanon Creek in accordance with set practices for operating, maintaining, and managing Regional Parks and the standards as set forth in Schedule 'B';

b) Enforcement of all rules, regulations and policies applicable to Lebanon Creek including Regional District Regional Parks Regulation Bylaw No. 1105 and any future amendments to the bylaw;

c) Provision of all public information services concerning Lebanon Creek.

4. Limitation on Regional District Responsibilities

a) The Regional District shall be solely responsible for management, regulation, operation and maintenance of the surface of the lands and amenities of Lebanon Creek including, flora and fauna, weed control, trees, trail surfaces, pest control, vandalism, snow and ice control, park furniture and structures, litter control, management of any hazards (including fire hazards), and responsibility for any other park amenities of Lebanon Creek. The obligations of the Regional District shall include but not limited to:

i) Trails;

ii) Footbridge;

iii) Signs and kiosks;

iv) Benches;

v) Fencing;

vi) Trail heads;

vii) Viewpoints;

viii) Crib steps.

b) The obligations of the Regional District under this Agreement shall not include any aspect of the control of Lebanon Creek, dikes, flood control, highways or vehicular bridges, provided that the Regional District shall not engage in any undertaking that inhibits Lebanon Creek flood control works including, without limitation, works involving the creek, dikes, bridges or highways.

c) The Regional District agrees to notify and inform the City when a project of significance which is outside of regular maintenance is being considered.

5. Authority to Regulate, Prohibit and Control

The Regional District shall have full power and authority to regulate, prohibit and control entry to and use of Lebanon Creek by all persons to the full extent of authority mandated for a Regional Park. The Regional District acknowledges and agrees that all authorities having jurisdiction shall be entitled to unlimited access to Lebanon Creek, consideration must be given by those jurisdictions to notify the Regional District of access requirements.

6. Permits

The Regional District shall have full power and authority to require and authorize permits from individuals, groups, corporations, or others for all special event uses, maintenance access, and any other such access deemed appropriate by the Regional District within Lebanon Creek from time to time.

7. New Contract

The parties agree that at the end of the term of this Agreement the parties shall, without obligation, review the terms of this Agreement for the purpose of negotiation of a new agreement for a further term of five (5) years. During the period of negotiation the terms and conditions of this Agreement shall continue to be in full force and effect until either party advises the other that negotiations are at an end or the parties enter into a new agreement.

8. Notice of Termination

Either party may terminate this Agreement by resolution of the Regional Board or City of Kelowna Council with one (1) year's notice delivered in writing to the CAO for the Regional District or City Manager for the City.

9. Insurance

General:

a) Without in any way limiting the obligation or liabilities of the Regional District, the Regional District shall keep in force during the term of this Agreement, the insurance coverage listed in this article.

b) The Regional District shall at the date this Agreement is signed, submit to the City, a certificate for all the insurance policies required under this article or certified copies of these insurance policies (if required), and shall also provide to the City from time to time, as may be required, satisfactory proof that such policies are still in full force and effect.

c) The Regional District agrees to give the City at least thirty (30) days written notice in advance of any change, amendment or cancellation of any insurance policy required under this Agreement to be delivered to the City or forwarded by registered mail.

Comprehensive General Liability Insurance:

d) The Regional District shall maintain comprehensive general liability insurance for an inclusive limit of not less than $5,000,000.00 for each occurrence or accident, the City of Kelowna shall be added as additionally insured.

Environmental Impairment Liability Insurance:

e) The Regional District shall use reasonable efforts to obtain Environmental Impairment Liability insurance in an amount of no less than $1,000,000.00 for all claims for:

i) bodily injury and illness (including death);

ii) loss of use of or loss or impairment of or damage to property;

iii) impairment or diminution of or other interference with any other right or amenity protected by law caused by environmental impairment in connection with the performance of this Agreement.

f) In the event that the Regional District is successful in obtaining Environmental Impairment Liability insurance the City shall be an additional insured on the policy. The policy shall preclude subrogation claims by the insurer against anyone insured thereunder.

Automotive Insurance:

g) Automobile Liability Insurance covering all motor vehicles, owned, operated and used or to be used by the Regional District directly or indirectly in the performance of this agreement. The Limit of Liability shall not be less than $2,000,000 inclusive, for loss or damage including personal injuries and death resulting from any one accident or occurrence.

10. City Responsibilities

The City shall be responsible for all roads, and vehicular bridges located and associated with Lebanon Creek including traffic control.

With exception to an emergency situation, the City agrees to provide the Regional District with reasonable notice of works that are minor in nature that are being completed by the City or designated contractor which may have operational impact to Lebanon Creek. In the event of major works projects which may have significant impacts to the Regional District's operation of Lebanon Creek, the City agrees to include the Regional District in consultation at the commencement of the project.

11. Mutual Indemnification

The parties agree to indemnify and save harmless each other and their respective elected representatives, officers, authorized agents and employees against all liabilities, actions, damages and claims arising out of or in any way connected with the exercise, or failure to exercise, by the Regional District or the City of their respective obligations pursuant to the terms of this Agreement.

12. Enurement

This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors at law.

13. Statutory Functions

Nothing contained in this Agreement, except as expressly provided, shall impair or affect in any way the exercise by the parties of their respective functions or authority under the enactment, letters patent, bylaw, resolution or other source of authority.

IN WITNESS WHEREOF the parties have executed this Agreement on the _____ day of

_____, 20 ____.

CITY OF KELOWNA
by its authorized signatory(ies)

_____

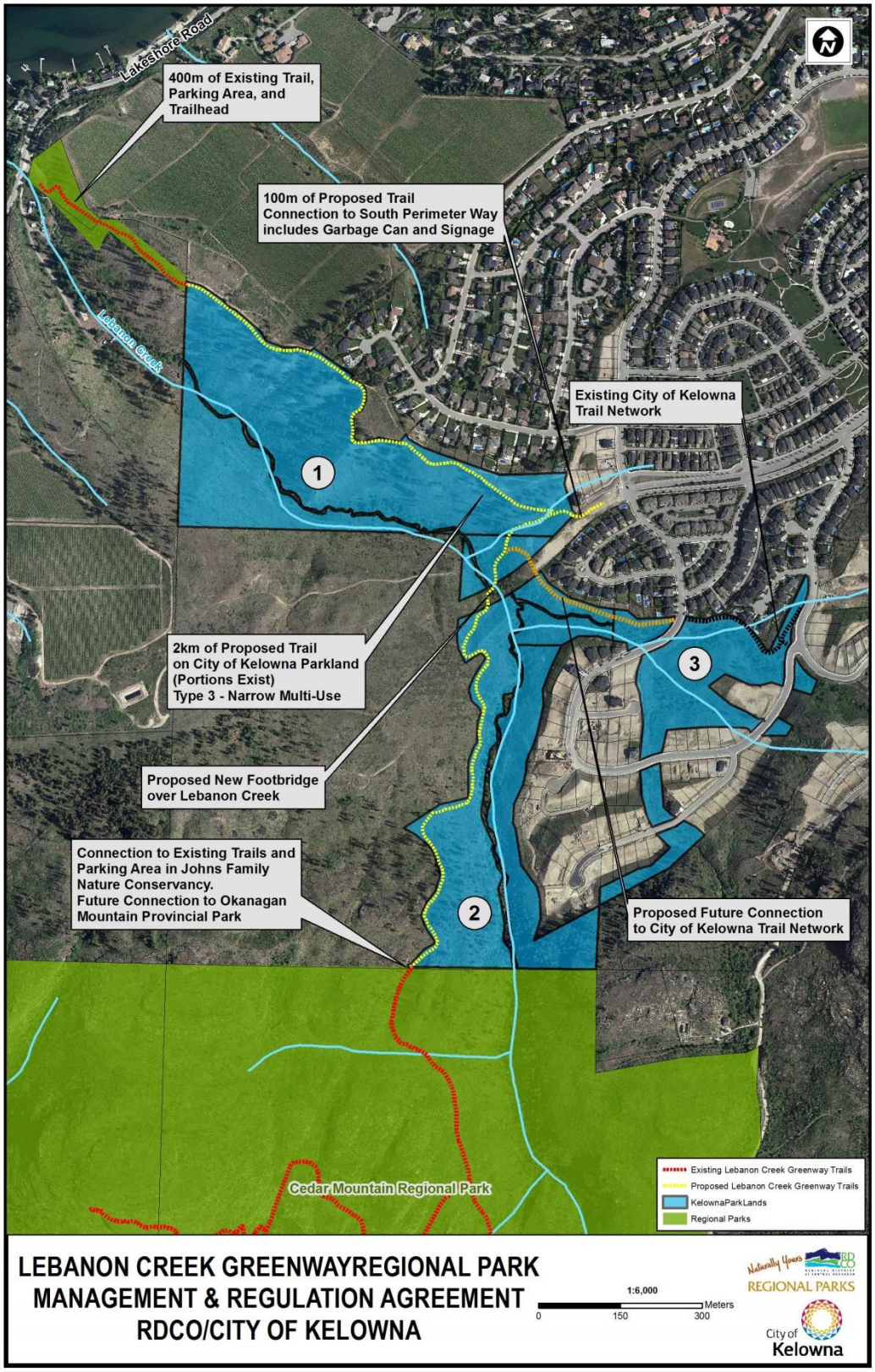
_____

REGIONAL DISTRICT OF CENTRAL OKANAGAN
by its authorized signatory(ies)

_____

_____

Schedule 'A' – Map of Agreement Lands



Schedule ‘A’ cont’d – Property/Legal Description of Agreement Lands

LEBANON CREEK GREENWAY REGIONAL PARK - CITY OF KELOWNA LAND PARCELS INCLUDED IN THE MANAGEMENT AND REGULATION AGREEMENT					
Current as of March 30, 2016					
PROPERTY ID	TENURE ID	PARK ID	PID	FOLIO	PROPERTY/LEGAL DESCRIPTION
1	29-3	29	027-913-121	21707009.002	South Perimeter Way, Plan KAP89051, Lot A, Section 23, Township 28, Except Plan EPP27701. Size 42.63ac., Zoning A1/P3.
2	29-4	29	027-983-528	21706933.012	5581 South Perimeter Way, Plan KAP89468, Lot 1, Section 14, Township 28. Size 21.79ac., Zoning P3.
3	29-5	29	029-289-963	21706934.660	5618 Mountainside Dr., Plan EPP35140, Lot 56, Section 14, Township 28. Size 115.617ac., Zoning CD2.

Schedule 'B - Maintenance Management Plan

LEBANON CREEK GREENWAY REGIONAL PARK - ESTIMATED OPERATIONAL EFFORT

Maintenance Management Plan/Activities/Labour																				Regional Park: Lebanon Creek Greenway
					Frequency for Month															
Activity	Units	Inventory	Time (hrs) Standard	Time(hrs) Occurrence	Jan.	Feb.	Mar.	Apr.	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.	Annual Frequency	Annual Hours	Adjustment	Adjusted Annual Hrs.
Garbage Removal (Lakeshore/South Perimeter)	Each	2.0	0.1	0.2	1.0	1.0	1.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	1.0	1.0	33.0	5.3	1.2	6.3
Bench/Picnic Table Care	each	2.0	0.5	1.0			1.0				1.0						2.0	2.0	1.2	2.4
Structures Maintenance	each	4.0	0.5	2.0			1.0							1.0			2.0	4.0	1.2	4.8
Sign Maintenance	each	30.0	0.1	2.4			1.0							1.0			2.0	4.8	1.2	5.8
Weed Removal	m^2	300.0	0.1	18.0				1.0		1.0							2.0	36.0	1.2	43.2
Trail Maintenance	km	2.5	1.0	2.5			1.0						1.0				2.0	5.0	1.2	6.0
Parking Maintenance	Each	1.0	2.0	2.0			1.0								1.0		2.0	4.0	1.2	4.8
Vandalism Repair	Each	1.0	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	6.0	3.0	1.2	3.6
Park Improvements	Each	1.0	8.0	8.0					1.0					1.0			2.0	16.0	1.2	19.2
Natural Area Management	Each	1.0	4.0	4.0					1.0					1.0			2.0	8.0	1.2	9.6
Risk Management Inspections	km	2.5	4.0	4.0			1.0										1.0	4.0	1.2	4.8
Public Relations	Each	1.0	0.1	0.1	2.0	2.0	5.0	5.0	6.0	6.0	6.0	6.0	6.0	5.0	2.0	2.0	53.0	4.2	1.2	5.1
Planning	Each	1.0	0.5	0.5	1.0	1.0	1.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	1.0	1.0	19.0	9.5	1.2	11.4
Administration	Each	1.0	0.5	0.5	1.0	1.0	1.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	1.0	1.0	19.0	9.5	1.2	11.4
Total Annual Hours																				**138.4**

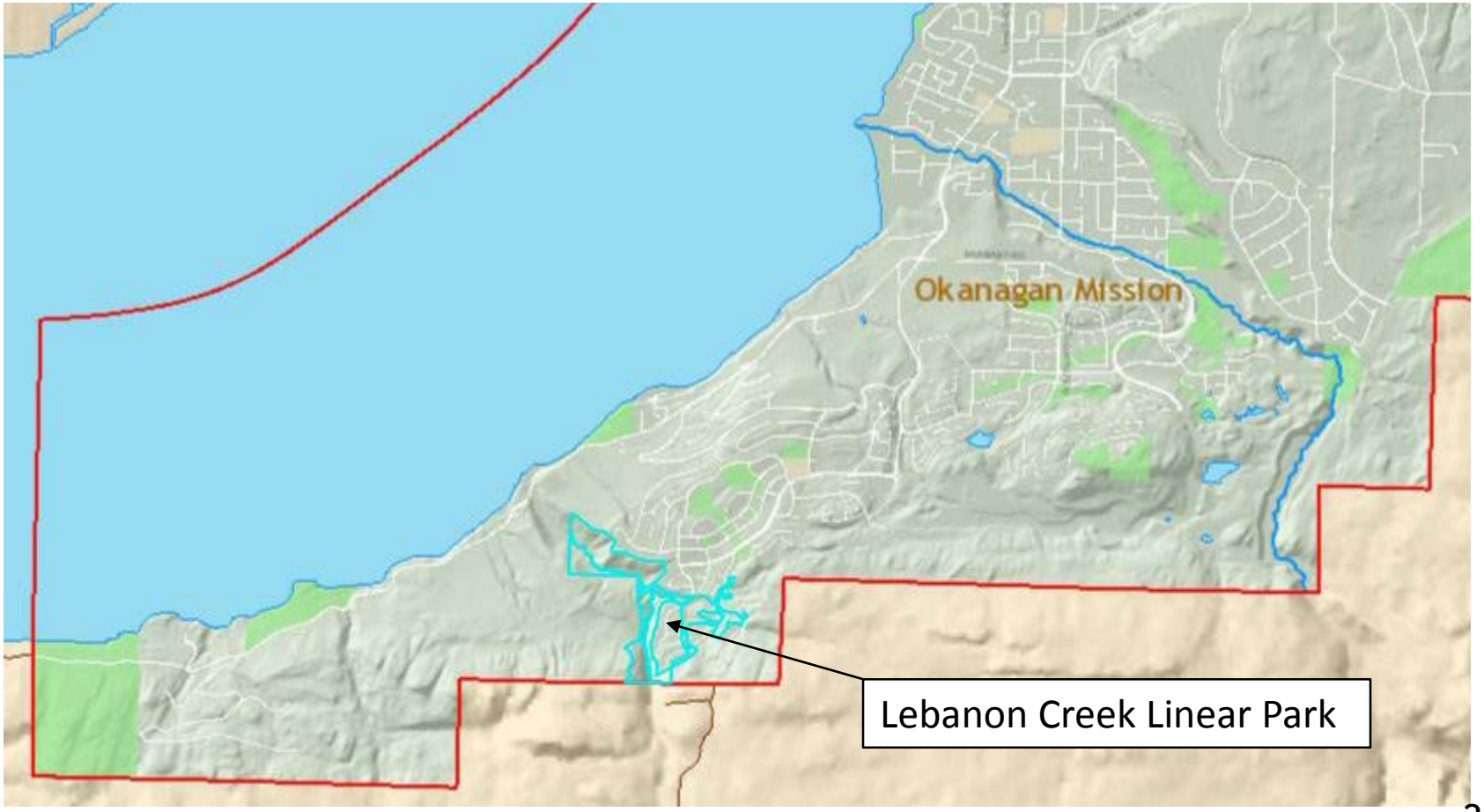
Estimated Total Operational Cost - 2016			
Item	**Units**	**Cost/Unit**	**Total**
Total Maintenance Management/Planning/Activities/Labour	138.4	$39.75	$5,501.40
Estimated Total Expenditures - Vandalism			$750.00
Estimated Total Expenditures - Vehicles/Equipment			$2,500.00
			$8,751.40

Note: These costs are estimated and will be verified upon commencement of operations after one year and include both RDCO and City of Kelowna lands, based on a Phase 1 completion of the trail, Phase 2 will add additonal maintenance effort and will include a parking lot and additional trails at the end of South Perimeter Way. Cost/Unit based on median hourly rate and includes benefits.

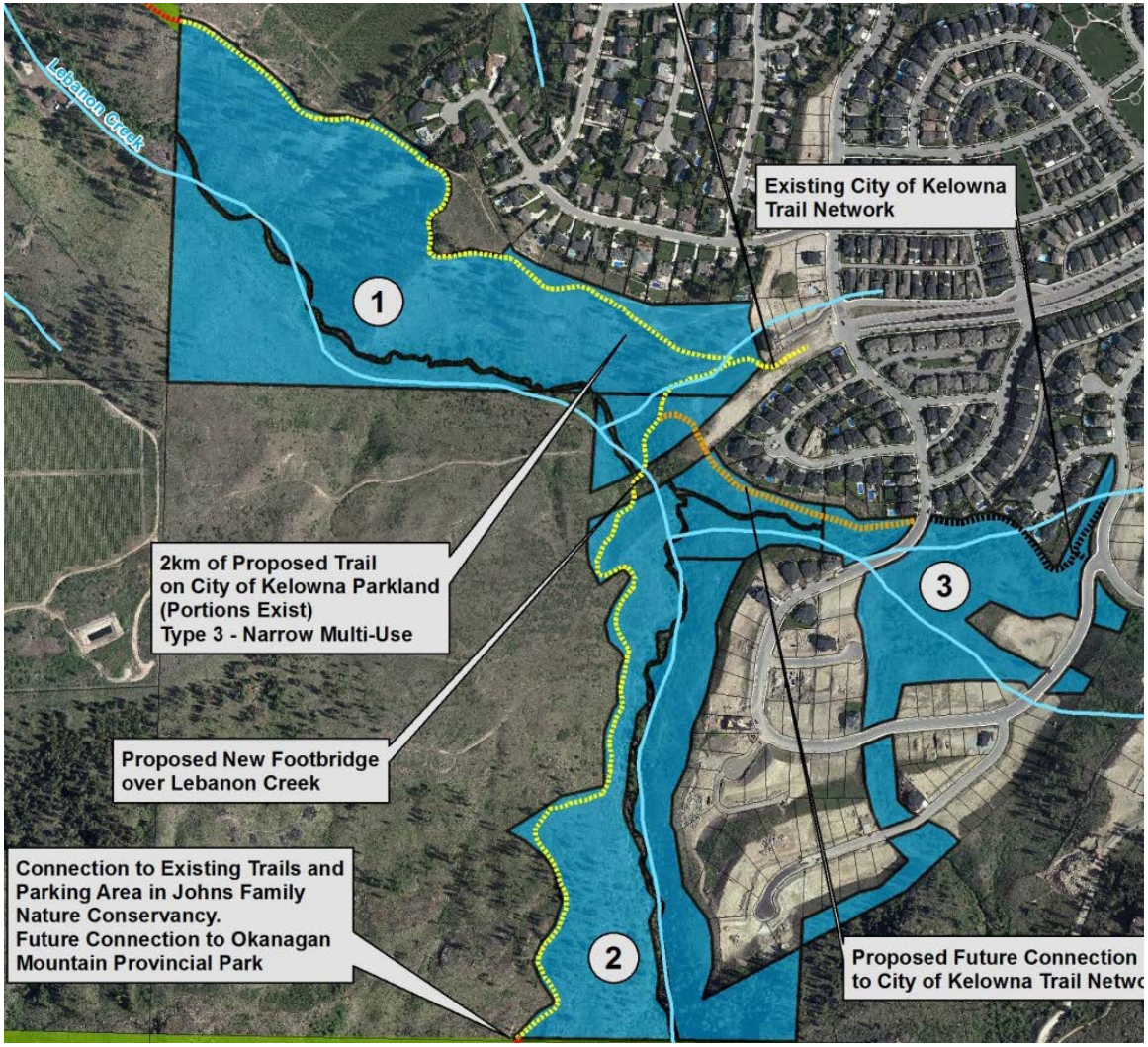
MANAGEMENT AGREEMENT

Lebanon Creek Greenway

LOCATION



MANAGEMENT AREA



AGREEMENT DETAILS

- Term: 5 years
- Renewal: To be negotiated
- RDCO assumes responsibility for:
  - Management
  - Regulation
  - Operation
  - Maintenance

CITY OF KELOWNA

BYLAW NO. 11207

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

The Municipal Council of the City of Kelowna, in open meeting assembled, enacts that the City of Kelowna Development Cost Charg Bylaw No. 10515 be amended as follows:

1. THAT Schedule A be deleted in its entirety and replaced with a new Schedule A as attached to and forming part of this bylaw.

2. This bylaw may be cited for all purposes as "Bylaw No. 11207, being Amendment No. 2 to Development Cost Charge Bylaw No. 10515."

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

Read a first time by the Municipal Council this 7th day of March, 2016.

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

Approved by the Inspector of Municipalities this 15th day of July, 2016.

Adopted by the Municipal Council this

_____
Mayor

_____
City Clerk

Schedule A

SERVICE AREA	Sector	Residential 1 To 15 Units/Hectare (Each Lot or Unit)	Residential 2 >15-35 Units/Hectare (Each Lot or Unit)	Residential 3 >35-85 Units/Hectare (Each Lot or Unit)	Residential 4 Greater Than 85 Units/Hectare (Each Lot or Unit)	Residential 5 Maximum applied to 56 sq. mtrs. unit	Residential 5 Per Square Meter of habitable floor space applied to units 56 sq. mtrs. or less	Secondary Suites Per Unit	Commercial For 1st 93 sq. mtrs. of floor area or portion; 1/93rd the rate for per sq. mtr over 93	Commercial Per Square Meter	Seasonal Agricultural Commercial (See Commercial)	Institutional "A" For 1st 93 sq. mtrs. of floor area or portion; 1/93rd the rate for per sq. mtr over 93	Institutional "B" For 1st 93 sq. mtrs. of floor area or portion; 1/93rd the rate for per sq. mtr over 93	Industrial/ Campground Minimums	Industrial/ Campground Per Hectare over minimum Developable Land	Seasonal Agricult. Industrial See Industrial Minimums	Seasonal Agricult. Industrial Per Hectare over minimum
ALL SERVICES (Note 4)								2,500									
ROADS																	
SE Kelowna	R-A	9,243	8,688	6,193	5,823	4,529	81.3		2,843	30.6	1,422	2,843		9,243 - 1st .405 hctr/prtn	22,830	4,621	11,415
South Mission	R-B	26,118	24,550	17,499	16,454	12,798	229.7		8,034	86.5	4,017	8,034		26,118 - 1st .405 hctr/prtn	64,510	13,059	32,255
NE of Inner City	R-C	15,513	14,582	10,394	9,773	7,601	136.4		4,772	51.4	2,386	4,772		15,513 - 1st .405 hctr/prtn	38,317	7,756	19,159
North of Hwy 33	R-D	13,321	12,522	8,925	8,392	6,527	117.2		4,098	44.1	2,049	4,098		13,321 - 1st .405 hctr/prtn	32,903	6,661	16,451
North of Inner City	R-E	11,000	10,340	7,370	6,930	5,390	96.7		3,384	36.4	1,692	3,384		11,000 - 1st .405 hctr/prtn	27,169	5,500	13,584
Inner City - Note 1	R-I	8,338	7,838	5,586	5,253	4,086	73.3		2,565	27.6	1,282	2,565		8,338 - 1st .405 hctr/prtn	20,594	4,169	10,297
WATER																	
Inner City - Note 2	W-A	1,282	859	615	436	359	6.4		492	5.3	246	492	492	1,282 -1st .15 hctr/prtn	8,871	641	4,436
South Mission	W-B	833	558	400	283	234	4.2		320	3.4	160	320	320	833 -1st .15 hctr/prtn	5,764	417	2,882
Clifton/Glenmore	W-D	3,584	2,402	1,721	1,219	1,005	18.0		1,376	14.8	688	1,376	1,376	3,584 -1st .15 hctr/prtn	24,804	1,792	12,402
TRUNKS																	
Inner City - Note 3	S-A	1,541	1,279	863	832	680	12.2		592	6.4	296	592	592	1,541 -1st .15 hctr/prtn	10,666	771	5,333
South Mission	S-B	1,379	1,145	772	745	608	10.9		529	5.7	265	529	529	1,379 -1st .15 hctr/prtn	9,543	690	4,771
TREATMENT																	
Inner City - Note 3 & South Mission	T-A	3,645	3,025	2,041	1,968	1,606	28.8		1,399	15.1	700	1,399	1,399	3,645 -1st .15 hctr/prtn	25,223	1,823	12,612
PARKS	P-A	5,795	5,795	5,795	5,795	5,795	104.0		Exempt	Exempt	Exempt	Exempt	Exempt	Exempt	Exempt	Exempt	Exempt

NOTES

1. Inner City; Dilworth Periphery; North Spec 7; South Spec 7; Central Mission; Clifton; Glenmore Highlands; Glenmore Valley; Rutland; South of Hwy 97; Sexsmith; Hall road
2. Inner City; Dilworth Periphery; North Spec 7; South Spec 7; Central Mission
3. Inner City; Dilworth Periphery; North Spec 7; South Spec 7; Central Mission; Clifton; Glenmore Highlands; Glenmore Valley; Rutland; South of Hwy 97; Sexsmith; Hall Road; NE Rutland; University South; S. Mckinley; Bell Mountain; Gallagher Ridge

Roads - Charges are Net of "Assist Factor" of 15%
Wastewater Trunks/Treatment - Charges are Net of "Assist Factor" of 1%
Water - Charges are Net of "Assist Factor" of 1%
- Areas not noted above are provided water by suppliers other than the City
Parks - Charges are Net of "Assist Factor" of 8%
General - 1,000 square feet is considered to be the equivalent of 92.9 meters
- sector designations denote geographical areas as designated on attached Sector maps A1 to A5

4. DCC charges to be allocated proportionately by formula to each service

Commercial or Institutional Calculation

The measurement unit for Commercial and Institutional development is square meters of floor area. The calculation of floor area of a commercial or institutional building is based on the gross floor area which is measured from the outside edge of all exterior walls, less the area used for parking of motor vehicles and bicycles in the building permit application.

Industrial Calculation

The measurement unit for Industrial development is hectares of site area. The calculation of industrial site area is based on the gross area of the site that is proposed for development in a building permit application, including access, parking and loading and excludes landscaped areas and the undeveloped portion of the site that is being held in it's pre-developed state for future additional development (0.405 hectares minimum).