City of Kelowna Regular Council Meeting AGENDA

Tuesday, August 23, 2022

City Hall, 1435 Water Street

6:00 pm

Council Chamber

RUITFUL IN UNITY

			Pages
1.	Call to	Order	
2.	Reaffi	rmation of Oath of Office	
	The O	ath of Office will be read by Councillor Stack.	
3.	Confir	mation of Minutes	1-8
	Regula	ar Meeting - August 9, 2022	
4.	Develo	opment Permit and Development Variance Permit Reports	
	-	r to invite anyone participating online or in the public gallery who deems themselves ed by the required variance(s) to come forward for each item.	
	4.1.	START TIME 6:00 PM - Belaire Ave 1365 and Chandler St 1840-1850, BL12127 (Z20- 0045) - 1291224 BC Ltd., Inc.No. BC1291224	9 - 10
		To adopt Bylaw No. 12127 in order to rezone the subject property from the RU6 - Two Dwelling Housing zone to the RM6 - High Rise Apartment Housing zone.	
	4.2.	START TIME 6:00 PM - Belaire Ave 1365 and Chandler St 1840-1850 - DP20-0122 DVP20-0123 - 1291224 BC Ltd., Inc.No. BC1291224	11 - 97
		To issue a Development Permit and Development Variance Permit for the form and character of Multiple Dwelling Housing with variances to maximum site coverage and minimum flanking side yard (north and south).	
	4.3.	START TIME 6:00 PM - Boynton Pl 630 - DP22-0054 DVP22-0056 - 1288666 BC Ltd., Inc.No. BC1288666	98 - 189
		To issue a Development Permit and Development Variance Permit for the form and character of a residential development with variances to maximum building frontage and retaining wall height.	

4.4.	START TIME 7:00 PM - Eldorado Rd 442 - BL12303 (Z21-0084) - Paul Neufeld, Meghan Neufeld and Pillar West Developments Inc., Inc.No. BC1066488	190 - 190
	To adopt Bylaw No. 12303 in order to rezone the subject property from the RU1 - Large Lot Housing zone to the RU2 - Medium Lot Housing zone.	
4.5.	START TIME 7:00 PM - Eldorado Rd 442 - DVP21-0202 - Paul and Meghan Neufeld and Pillar West Developments Inc., Inc.No. BC1066488	191 - 207
	To issue a Development Variance Permit to vary the required lot width from 15.0m required to 14.56m proposed to facilitate a two-lot subdivision.	
4.6.	START TIME 7:00 PM - Springfield Rd 2241 - BL12333 (Z21-0099) - Ironclad Developments Mission Heights Holdings Inc., Inc.No. A0119488	208 - 208
	To adopt Bylaw No. 12333 in order to rezone the subject property from the C4 - Urban Centre Commercial zone to the C4r - Urban Centre Commercial (Residential Rental Tenure Only) zone.	
4.7.	START TIME 7:00 PM - Springfield Rd 2241 - DP21-0231 DVP21-0232 - Ironclad Developments Mission Heights Holdings Inc., Inc.No. A0119488	209 - 311
	To issue a Development Permit for the form and character of a mixed-use development and a Development Variance Permit for the amount of functional commercial space for the Springfield Rd frontage.	

- 5. Reminders
- 6. Termination



City of Kelowna Regular Meeting Minutes

Date: Location: Tuesday, August 9, 2022 Council Chamber City Hall, 1435 Water Street

Members Present

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

Members Absent Councillor Mohini Singh

Staff Present Acting City Manager, Ryan Smith; Deputy City Clerk, Laura Bentley; Community Planning & Development Manager, Dean Strachan; Planner, Jason Issler*; Planner, Tyler Caswell*; Legislative Coordinator (Confidential), Rebecca Van Huizen

Staff participating Remotely Legislative Coordinator (Confidential), Arlene McClelland

(* Denotes partial attendance)

1. Call to Order

Mayor Basran called the meeting to order at 6:04 p.m.

2. Reaffirmation of Oath of Office

The Oath of Office was read by Councillor Wooldridge.

3. Confirmation of Minutes

Moved By Councillor Hodge/Seconded By Councillor Wooldridge

<u>**Ro637/22/08/09</u>** THAT the Minutes of the Public Hearing and Regular Meeting of July 26, 2022 be confirmed as circulated.</u>

Carried

4. Liquor License Application Reports

4.1 START TIME 6:00 PM - Clement Ave 740 - LL22-0006 - Cap J Lodges Ltd., Inc. No. BC 1099980 Staff:

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

Lee Agur, Lakeshore Drive N., Summerland, B.C., Applicant

- Had applied originally for a food primary license for expediency as the building had already been completed and has now been in operation for over a year, there are no changes to our operation.
- The change in licensing is to better suit our customers and business.
- Available for any questions.

Mayor Basran invited anyone participating online or in the gallery who deemed themselves affected to indicate they wish to speak followed by comments from Council.

No one Online or in the Gallery indicated they wished to speak.

There were no further comments.

Moved By Councillor Hodge/Seconded By Councillor Wooldridge

<u>**Ro638/22/08/09</u>** THAT Council directs Staff to forward the following Recommendation to the Provincial Liquor and Cannabis Regulation Branch (LCRB):</u>

In accordance with 'Division 9 (71)' of the Liquor Control and Licensing Regulation and Council Policy 359, BE IT RESOLVED THAT:

- Council recommends support of an application from Brown Beverage Consulting Inc. for a Lounge Endorsement for a Manufacturer's License for Strata Lot 1 Section 30 Township 26 ODYD Strata Plan EPS7013 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form V, located at 1-740 Clement Avenue, Kelowna, BC for the following reasons:
 - The addition of Lounge Endorsement to the Manufacturer License is perceived to have a minimal impact on the community and surrounding properties as this is an existing business that is changing the type of liquor license with no perceivable changes to operation.
- 2. Council's comments on LCLB's prescribed considerations are as follows:

o <u>The location of the establishment:</u>

The proposed location is suitable for manufacturer with lounge endorsement as the property is in close proximity to the Downtown Urban Centre and near a medium density (multi-family) residential area.

a. <u>The proximity of the establishment to other social or recreational facilities and public</u> <u>buildings:</u>

The location is in close proximity to other small social gatherings establishments and the RCMP building.

- b. <u>The person capacity and hours of liquor service of the establishment:</u> The proposed capacity is 157 persons. The inside areas will be open until midnight while the outdoor patio area will comply with outdoor patio standards and shut down at 11:00pm.
- c. <u>The number and market focus or clientele of liquor-primary license establishments</u> <u>within a reasonable distance of the proposed location:</u> The location is in close proximity to other small establishment Manufacturer with Lounge Endorsements.
- d. <u>The impact of noise on the community in the immediate vicinity of the establishment:</u> The potential impact for noise is minimal and would be compatible with surrounding land uses.

e. <u>The impact on the community if the application is approved:</u> The potential for negative impact is minimal as this is an existing business. 3. Council's comments on the views of residents are as contained within the minutes of the meeting at which the application was considered by Council. The methods used to gather views of residents were as per Council Policy #359 "Liquor Licensing Policy and Procedures."

Carried

START TIME 6:00 PM - Vaughan Ave 109-889 - LL22-0010 -1568447 Alberta Ltd., 4.2 Inc. No. A0093042

Staff:

Displayed a PowerPoint Presentation summarizing the application.

Online:

Rochelle Minagawa, Applicant and Rebecca Hardin, Thrive Liguor & Cannabis Advisors

- Staff displayed a PowerPoint Presentation on behalf of the applicant who then summarized the application.
- Spoke to the company's background noting it was incorporated in 2016 and the company's core value of health and wellness.
- Provided an overview of the proposal that includes a tasting room with non-alcoholic and alcoholic options on tap and for purchase, small retail space and lounge area with a capacity of 30 patrons; noted hours of operation and job creation.
- Provided an overview of products currently produced; beverages that are organic and low in sugar.
- Displayed photos of the tasting room.
- Spoke to community involvement and donating to local charities and events.
- Available for questions.

Mayor Basran invited anyone participating online or in the gallery who deemed themselves affected to indicate they wish to speak followed by comments from Council.

No one Online or in the Gallery indicated they wished to speak.

There were no further comments.

Moved By Councillor Donn/Seconded By Councillor Stack

Ro639/22/08/09 THAT Council directs Staff to forward the following Recommendation to the Provincial Liquor and Cannabis Regulation Branch (LCRB):

In accordance with 'Division 9 (71)' of the Liquor Control and Licensing Regulation and Council Policy 359, BE IT RESOLVED THAT:

- Council recommends support of an application from Thrive Liquor & Cannabis Advisors for 1. a lounge endorsement for Strata Lot 9 Section 30 Township 26 ODYD Strata Plan EPS7283, located at 109-889 Vaughan Ave, Kelowna, BC for the following reasons:
 - Establishment will have a small occupancy and appropriate hours for its location.
- 2. Council's comments on LCLB's prescribed considerations are as follows:
 - The location of the winery/special event area: a.
 - The proposed location is suitable for a manufacturer lounge endorsement as the property is in close proximity to Downtown Urban Centre and in a medium density residential area.
 - b. The proximity of the winery/special event area to other social or recreational facilities and public buildings:

The location is near other small social/recreational facilities and the RCMP building. The person capacity of the winery lounge: с.

- Occupancy will be minimal at 30 persons.
- d. Traffic, noise, parking and zoning:

The potential impact for traffic, noise and parking is minimal. Zoning supports land use.

- e. <u>The impact on the community if the application is approved:</u> The potential for negative impact is minimal.
- 3. Council's comments on the views of residents are as contained within the minutes of the meeting at which the application was considered by Council. The methods used to gather views of residents were as per Council Policy #359 "Liquor Licensing Policy and Procedures."

<u>Carried</u>

Councillor Sieben joined the meeting at 6:24 p.m.

5. Development Permit and Development Variance Permit Reports

5.1 START TIME 6:00 PM - Wardlaw Ave 640 - BL12345 (Z21-0077) - Innascore Developments Inc., Inc. No. BC1161787

Mayor Basran noted an amendment to the bylaw at third reading.

Moved By Councillor Hodge/Seconded By Councillor Wooldridge

<u>**Ro64o/22/08/og**</u> THAT Bylaw No. 12345 be amended at third reading by deleting the legal description that reads:

"Lot 26 District Lot 14 ODYD Plan 3249"

And replacing it with:

"Lot A District Lot 14 ODYD Plan EPP119942".

<u>Carried</u>

Moved By Councillor Hodge/Seconded By Councillor Wooldridge

Ro641/22/08/09 THAT Bylaw No. 12345, as amended, be adopted.

Carried

5.2 START TIME 6:00 PM - Wardlaw Ave 640 - DP21-0190 DVP21-0191 - Innascore Development INC., INC.NO. BC1161787

Staff:

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

John Saliken, SUVA Architecture Inc., Okanagan Falls, Representative

- Responded to questions from Council.

Mayor Basran invited anyone participating online or in the gallery who deemed themselves affected to indicate they wish to speak followed by comments from Council.

No one Online or in the Gallery indicated they wished to speak.

There were no further comments.

Moved By Councillor Stack/Seconded By Councillor Sieben

<u>**Ro642/22/08/09</u>** THAT Rezoning Bylaw No. 12345 be amended at third reading to revise the legal description of the subject property from Lot 26 District Lot 14 ODYD Plan 3249 to Lot A District Lot 14 ODYD Plan EPP119942;</u>

AND THAT final adoption of Rezoning Bylaw No. 12345 be considered by Council;

AND THAT Council authorizes the issuance of Development Permit No. DP21-0190 for Lot A District Lot 14 ODYD Plan EPP119942, located at 640 Wardlaw Ave, Kelowna, BC subject to the following:

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

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

Section 8.2.3: Parking and Loading

To vary the required minimum 1.5m setback from rear property line.

<u>Section 13.9.6(e): RM3 – Low Density Multiple Housing Development Regulations</u> To vary the required minimum side yard from 4.0 m permitted to 2.48 m proposed.

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

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

<u>Carried</u>

5.3 START TIME 6:30 PM - McClure Rd 634 - BL12370 (Z22-0008) - McClure Road Development Ltd., Inc. No. BC1284976

Moved By Councillor Hodge/Seconded By Councillor Wooldridge

Ro643/22/08/09 THAT Bylaw No. 12370 be adopted.

Carried

5.4 START TIME 6:30 PM - McClure Rd 634 - DVP22-0026 - McClure Road Development Ltd., Inc. No. BC1284976

Staff:

- Displayed a PowerPoint Presentation summarizing the application.

Birte Decloux, Urban Options Planning Corp. Applicant

- Present and available for questions.

Mayor Basran invited anyone participating online or in the gallery who deemed themselves affected to indicate they wish to speak followed by comments from Council.

No one Online or in the Gallery indicated they wished to speak.

There were no further comments.

Moved By Councillor Given/Seconded By Councillor Donn

Ro644/22/08/09 THAT final adoption of Rezoning Bylaw No. 12370 be considered by Council;

AND THAT Council authorize the issuance of Development Variance Permit No. DVP22-0026 for Lot 13 District Lot 357 SDYD Plan 18280, located at 634 McClure Road, Kelowna, BC;

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

Section 13.6.5(a): RU6 – Two Dwelling Housing, Subdivision Regulations

To vary the required lot width from 18.0m required to 17.67m proposed.

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

Carried

5.5 START TIME 6:30 PM - Findlay Rd 1300 - DP22-0091 DVP22-0092 - R 547 Enterprises Ltd., Inc. No. BC0822036

Staff:

- Displayed a PowerPoint Presentation summarizing the application.

Jim Meiklejohn, Meiklejohn Architects Inc, Representative

- Displayed a PowerPoint Presentation.
- Provided a brief description of the building noting it is a repair/maintenance shop for European and Asian automotive products; the design is centered on improving conditions than what is in the current MW Motor facility.
- Provides a bright welcoming feature to the public and neighbourhood with a glass office reception area with wood detailing and guest visitor parking with charging stalls.
- Spoke to parking concerns and noted the Landscape Plan that includes five shade trees along Findlay Road to help mitigate the variance and break up the parking; as well made comment on the 30 feet of property that will be a future road reserve.
- Responded to questions from Council.

Mayor Basran invited anyone participating online or in the gallery who deemed themselves affected to indicate they wish to speak followed by comments from Council.

No one Online or in the Gallery indicated they wished to speak.

There were no further comments.

Moved By Councillor Sieben/Seconded By Councillor Donn

<u>**Ro645/22/08/09</u>** THAT Council authorizes the issuance of Development Permit No. DP22-0091 for Lot A Section 34 Township 26 ODYD Plan EPP107390, located at 1300 Findlay Road, Kelowna, BC subject to the following:</u>

- 1. The dimensions and siting of the building to be constructed on the land be in accordance with Schedule "A";
- 2. The exterior design and finish of the building to be constructed on the land, be in accordance with Schedule "B";
- 3. Landscaping to be provided on the land be in accordance with Schedule "C";

4. The applicant be required to post with the City a Landscape Performance Security deposit in the form of a "Letter of Credit" in amount of 125% of the estimated value of the landscaping, as determined by a Registered Landscape Architect;

AND THAT Council authorizes the issuance of Development Variance Permit No. DVP22-0092 for Lot A Section 34 Township 26 ODYD Plan EPP107390 located at 1300 Findlay Road, Kelowna, BC;

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

Section 7.6.1(b): Minimum Landscape Buffer Treatment Levels Schedule

To vary the required landscape buffer from 3.0m required to 2.0m proposed.

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

<u>Carried</u>

5.6 START TIME 6:30 PM - Cameron Ave 1201 - DVP22-0126 - Various Owners

Councillor Stack declared a conflict of interest as he lives within the notification area of the subject property and departed the meeting at 7:01 p.m.

Staff:

Displayed a PowerPoint Presentation summarizing the application.

Terry Bracewell, Sandstone Strata Council President

- The request for a variance is to continue on with a project that started in 2019 to replace a concrete fence that fell down.
- Available for questions.

Mayor Basran invited anyone participating online or in the gallery who deemed themselves affected to indicate they wish to speak followed by comments from Council.

Gallery:

Tammy Wyatt, Cameron Avenue

- Bought her home in 2020 and was told there would be a 6 foot fence to provide privacy and reduce the noise level.
- Made comment that it's been difficult to sell her home as the fence is not in good condition and not high enough.
- Would like the fence increased to 6 feet as well as for others to the south.

No one Online indicated they wished to speak.

There were no further comments.

Moved By Councillor Wooldridge/Seconded By Councillor Hodge

<u>Ro646/22/08/09</u> THAT Council authorizes the issuance of Development Variance Permit No. DVP22-0126 for properties identified in 'Schedule A', located at 1201 Cameron Ave, Kelowna, BC;

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

Section 7.5.3 – Fencing and Retaining Walls:

To vary the maximum fence height in urban residential zones in a front yard from 1.2m permitted to 1.83m proposed.

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

Carried

6. Reminders - Nil.

7. Termination

The meeting was declared terminated at 7:04 p.m.

		A.	20.
Mayor Basran	 	<u>_CACh</u>	
/acm			Deputy City Clerk
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CITY OF KELOWNA

BYLAW NO. 12127 Z20-0045 -1840-1850 Chandler Street and 1365 Belaire 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:
 - a) Strata Lot 1 and Strata Lot 2 District Lot 137 Osoyoos Division Yale District Strata Plan K25 Together with an Interest in the Common Property in Proportion to the Unit Entitlement of the Strata Lot as shown on Form 1, located on Chandler Street, Kelowna, B.C.; and
 - b) Lot 21 District Lot 137 Osoyoos Division Yale District Plan 10011, located on Belaire Avenue, Kelowna, B.C.

from the RU6 – Two Dwelling Housing zone to the RM6 – High Rise Apartment Housing zone as per Map "B" attached to and forming part of this bylaw.

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

Read a first time by the Municipal Council this 7th day of December, 2020.

Considered at a Public Hearing on the 19th day of January, 2021.

Read a second and third time by the Municipal Council this 19th day of January, 2021.

Approved under the Transportation Act this 20th day of January, 2021.

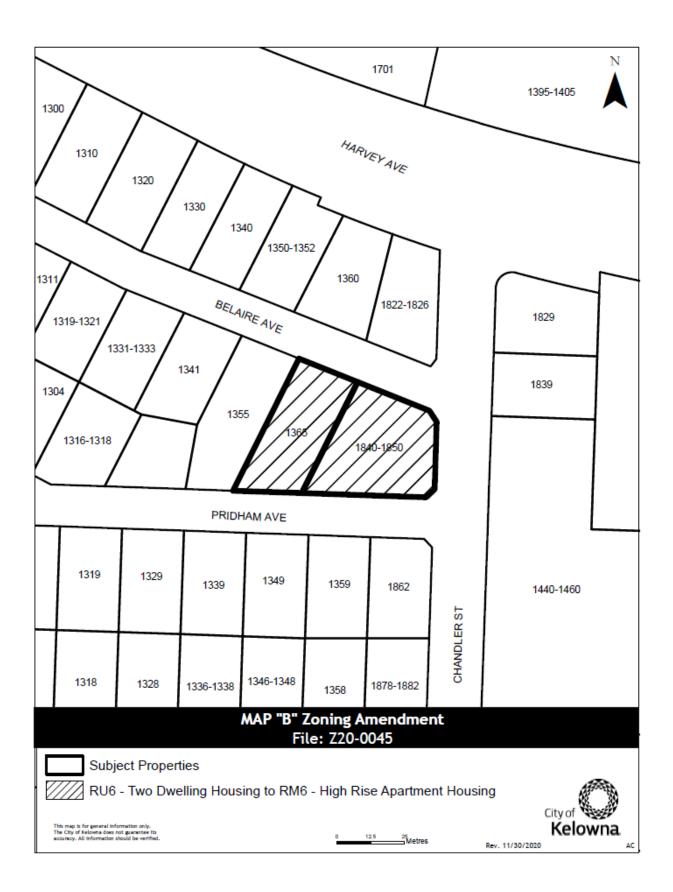
Audrie Henry

(Approving Officer – Ministry of Transportation)

Adopted by the Municipal Council of the City of Kelowna this

Mayor

City Clerk





1.0 Recommendation

THAT final adoption of Rezoning Bylaw No. 12127 be considered by Council;

AND THAT Council authorizes the issuance of Development Permit No. DP20-0122 and Development Variance Permit No. DVP20-0123 for LOT 21 DISTRICT LOT 137 OSOYOOS DIVISION YALE DISTRICT PLAN 10011, located at 1365 Belaire Ave, Kelowna, BC and for STRATA LOT 1 DISTRICT LOT 137 OSOYOOS DIVISION YALE DISTRICT STRATA PLAN K25 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM 1 and STRATA LOT 2 DISTRICT LOT 137 OSOYOOS DIVISION YALE DISTRICT STRATA PLAN K25 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM 1, located at 1840-1850 Chandler St, Kelowna, BC subject to the following:

1. The dimensions and siting of the building to be constructed on the land be in accordance with Schedule "A,"

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

3. Landscaping to be provided on the land be in accordance with Schedule "C";

4. The applicant be required to post with the City a Landscape Performance Security deposit in the form of a "Letter of Credit" in the amount of 125% of the estimated value of the landscaping, as determined by a Registered Landscape Architect;

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

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

To vary the required maximum site coverage for principal buildings, accessory structures, and parking areas and driveways from 50% permitted to 61% proposed.

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

To vary the required minimum flanking side yard (north) from 6.0 m permitted to 4.3 m proposed.

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

To vary the required minimum flanking side yard (south) from 6.0 m permitted to 4.0 m proposed.

AND THAT lot consolidation be completed in order for the permits to be issued;

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

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

Purpose

To issue a Development Permit and Development Variance Permit for the form and character of Multiple Dwelling Housing with variances to maximum site coverage and minimum flanking side yard (north and south).

2.0 Development Planning

Development Planning recommends support for the Development Permit and Development Variance Permit Applications, to facilate a 90-unit multiple dwelling housing development. The proposal is consistent with key Form and Character Design Guidelines in the 2040 Official Community Plan (OCP) and Capri-Landmark Urban Centre Plan, including:

- Articulated building facades that provide visual interest and architectural design that breaks up the buildings massing;
- Siting the building to positively frame and activate streets and public open spaces, resulting in active frontages and 'eyes on the street'; and
- Building a variety of multi-unit housing types.

Within the Capri-Landmark Urban Centre Plan, the subject properties are located with Sub-Area 4: Five Bridges. This area is defined by proximity to the Capri Centre Mall and connection to linear paths along Mill Creek and Ritchie Brook. The proposed multiple dwelling housing development would be near existing commercial shops, services and amenities. For SubArea 4, it is envisioned that over time, the existing single-detached housing will be developed to apartment buildings and row-housing developments, and this application in consistent with that policy direction.

3.0 Proposal

3.1 <u>Background</u>

The subject properties were previously used for single and two dwelling housing. These dwellings have recently been demolished, and the lots are required to be consolidated as a condition of Development Permit and Development Variance Permit issuance.

3.2 Project Description

This proposal is for a six-storey multiple dwelling housing development, containing 90 units. The development is accessed off a single drive aisle, located off Belaire Ave, to the north. Required parking is met, through covered at-grade parking, along with one level of underground parking. Private Open Space requirements are met on-site through the provision of a common room and gym, accessed directly off the main building entrance on the south elevation. Each individual unit has either an at-grade patio area, or balcony, and second flor units facing north have larger private patio areas. There is also multi-residential shared garden located on the southeast corner. The primary building finish materials include Hardie Panel in white, dark and light grey, and Long Board as accents.

Variances

To facilitate this development proposal, variances are requested to minimum flanking side yard setbacks (Belaire Ave and Pridham Ave), and to maximum total site coverage. The proposal seeks to reduce the flanking side yard from 6.om required to 4.3m proposed to the north and to 4.om proposed to the south. This is due to the uique shape of the property being located at the intersection of three streets. To help support the variance request, the applicant has designed the building with step backs and has provided articulation above the first floor, particularly on the north elevation. This adds greater visual interest and serves to reduce the impact of this flanking side yard variance request. Should Draft Zoning Bylaw No. 12375 be adopted, the minimum required front and flanking side yard setback would be 3.0 m. This would mean that as the adjacent properties to the west redevelop, they would likely have similar building placement, resulting in a cohesive and consistently sited streetscape.

The last variance is to increase maximum site coverage from 50% permitted to 61% proposed. As there is no lane access, the development is required to provide a 7.0 m wide vehicular access aisle to the parking areas. These are configured as both a surface (covered) parking area and a ramp to an underground parking garage. This paved drive aisle contributes to the higher overall site coverage.

Planning does not anticipate these variances having a negative impact on adjacent neighbours, and the variaces help facilitate the development on the unique property with no lane, and larger flanking side yard setback limitations.

Car Share

One car share stall is proposed as part of this application, in accordance with provisions under Car-Share Incentives (Section 8.2.11). This allows the development to reduce their required number of parking stalls by 5 stalls. This car-share stall will be located at-grade, be publicly accessible, and directly accessed off the drive aisle on the north side of the property. A copy of the Car Share Agreement is included as Attachment C.

Lot Consolidation

Consolidation of properties is generally a requirement prior to Council consideration of a Development Permit and Development Variance Permit. In this case, these properties have a building scheme from 1959 registered on title that is preventing the winding up of the strata of a previously existing duplex at 1840-1850 Chandler St. The City has received a letter of undertaking from the projects lawyer committing to completing the consolidation, after the applicant receives a court order to release the covenant. With this assurance, Development Planning felt it was reasonable to bring forward the applications for Council consideration, and lot consolidation has been included as a condition of issuance of the Development Permit and Development Variance Permit, should Council support the applications.

3.3 Site Context

The subject properties are located within the Capri Landmark Urban Centre. The properties are located near existing residential and commercial uses, as well as public transit options on Sutherland Avenue and Harvey Avenue. The Walk Score is 66, indicating that some errands can be accomplished on foot.

Orientation	Zoning	Land Use
North	RM5 – Medium Density Multiple Housing RU6 – Two Dwelling Housing	Single Dwelling Housing
East	P1 – Major Institutional RU6 – Two Dwelling Housing	Extended Medical Treatment Services Single Dwelling Housing
South	RU6 – Two Dwelling Housing RU6B - Two Dwelling Housing with Boarding or Lodging House	Single Dwelling Housing Boarding or Lodging Houses
West	RU6 – Two Dwelling Housing	Single Dwelling Housing

Specifically, adjacent land uses are as follows:

Subject Property Map: 1365 Belaire Ave and 1840-1850 Chandler St



3.4 Zoning Analysis Table

Zoning Analysis Table		
CRITERIA	RM6 ZONE REQUIREMENTS	PROPOSAL
	Development Regulations	
Max. Floor Area Ratio	1.7	1.7
Max. Site Coverage (buildings, parking, driveways)	50 %	61 % 0
Max. Height	55.0 m / 16 storeys	m / 6 storeys
Min. Front Yard (Chandler St)	6.0 m	6.o m

Min. Flanking Side Yard (north – Belaire Ave)	6.o m	4.3 m 🛿
Min. Flanking Side Yard (south – Pridham Ave)	6.o m	4. o m 🖲
Min. Rear Yard (east)	9.0 m	9.0 m
Other Regulations		
Min. Landscape Buffer (east)	2.0 M *	2.0 M
Min. Parking Requirements	100 stalls **	101 stalls
Min. Bicycle Parking	14 Short term stalls 68 Long term stalls	14 Short term stalls 71 Long term stalls
Min. Private Open Space	921 m ²	1,459 m ²

Indicates a requested variance to the maximum site coverage for principal buildings, accessory structures, and parking areas and driveways
 Indicates a requested variance to the minimum flanking side yard (north)

Indicates a requested variance to the minimum flanking side yard (south)

* Indicates 1.0m of required rear yard landscaping has been transferred to a multi-residential shared garden in accordance with Section 13.12.7(h)

** Indicates the proposal includes a reduction of five (5) parking spaces in accordance with Section 8.2.11 Car Share Incentives

4.0 Current Development Policies

4.1 Kelowna Official Community Plan (OCP)

Objective 4.5 Promote more residential development to balance employment uses in the Capri-		
Landmark Urban Centre		
Policy 4.5.2 Capri- Landmark Urban Centre Plan	Support building heights in the Capri-Landmark Urban Centre that are generally consistent with Map 4.3 to accomplish the goals and objectives of the <i>Capri-Landmark Urban Centre Plan</i> .	
	Map 4.3 Capri Landmark Building Heights identifies these properties as up to 12 storeys in height. This development proposal is the second to be considered by Council within this block for a six storey multiple dwelling housing development. This six storey proposal will help aid in providing a gradual transition of the area to increased density and height.	
Objective 4.5 Pron	note more residential development to balance employment uses in the Capri-	
Landmark Urban C	entre	
Policy 4.5.3 Capri-	Support development in the Capri-Landmark Urban Centre that includes the land	
Landmark Street	use characteristics at grade outlined in Map 4.4 to support the goals and	
Character	objectives of the Capri-Landmark Urban Centre Plan.	
	Map 4.4 Capri Landmark Street Character identifies Belaire Ave and Pridham Ave	
	as Residential Streets and Chandler St as a Mixed Residential Street. This proposal for a multiple dwelling housing development is consistent with this OCP Map.	
Objective 4.10 End	courage initiatives in Urban Centres to supplement the local food system to	
increase food secu	rity, equitable access to healthy food and social connections.	
Policy 4.10.3 Urban Agriculture	 Encourage urban agriculture that uses integrated pest management practices as a way of supplementing the local food system and reducing greenhouse gas emissions associated with food production, processing, and transportation. In Urban Centres, support and encourage urban agriculture using approaches that include, but are not limited to: Food production on public and private land including rooftops, beehives, and edible landscaping on residential boulevards, park land, backyards, and rights-of-way 	

	 Multi-residential shared gardens and services (i.e. water and storage) in new developments; and Private and non-profit sector universally-accessible community gardens, considering the use of City-owned land for use of community gardens where appropriate.
	This proposal includes communal garden plots in the southwest corner of the property, for the growing of plants for food and/or pleasure for the residents of the multi-residential dwelling.
Objective 4.12	Increase the diversity of housing types and tenures to create inclusive, affordable
and complete	Jrban Centres
/ '	2.1 Ensure a diverse mix of medium density and high density housing forms that
Diverse Hous	ng support a variety of households, income levels and life stages.
Forms	This development proposal includes 90 units. The unit composition includes 12
	microsuites, 30 bachelor units, 24 one-bedroom units, 22 two-bedroom units and 2
	three-bedroom units.

Capri-Landmark Urban Centre Plan

4.2 Capri-Landmark Urban Centre Plan

Land Use & Housing Objectives

Objective 3. Prevent under-development of sites: Ensure that residential density targets are achieved to allow for the viability of transit, services, and amenities.

Objective 6. Intensify existing residential neighbourhoods: Encourage the consolidation and redevelopment of existing low-density development to increase residential density.

Objective 10. Build a variety of multi-unit housing types and tenures: Encourage new residential development and redevelopment to include a range of unit types and tenures, such as:

- Apartments varying in number of bedrooms.
- Ground-oriented townhouses integrated into larger buildings.

Sub-Area 4 Policies

Land Use Policy 4. Promote the consolidation of single-detached lots to support efficient building layouts for apartments along Sutherland Avenue, Pridham Avenue, Devonshire Avenue, Belaire Avenue, Pacific Avenue, and McInnes Avenue.

5.0 Technical Comments

5.1 <u>Development Engineering Department</u>

All works and services requirements related to this development were addressed in the Development Engineering memo for Rezoning Application Z20-0045.

6.0 Application Chronology

Date of Application Accepted:	May 12, 2020
Date Public Consultation Completed:	July 7, 2020
Date of Second and Third Readings:	January 19, 2021
Date of Extension of Rezoning Bylaw:	April 25, 2022

Report prepared by:	Kimberly Brunet, Planner II
Reviewed by:	Lydia Korolchuk, Urban Planning Manager
Reviewed by:	Terry Barton, Development Planning Department Manager
Approved for Inclusion:	Ryan Smith, Divisional Director, Planning & Development Services

Attachments:

Attachment A: Draft Development Permit and Development Variance Permit DP20-0122 DVP20-0123

Schedule A: Site Plan

Schedule B: Elevations, Floor Plans and Materials/Colour Board

Schedule C: Landscape Plan

Attachment B: OCP Form and Character Development Permit Guidelines

Attachment C: Car Share Agreement

Development Permit & Development Variance Permit DP20-0122 DVP20-0123



А

ATTACHMENT This forms part of application

Planne KB

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

1365 Belaire Ave and 1840-1850 Chandler St

and legally known as

LOT 21 DISTRICT LOT 137 OSOYOOS DIVISION YALE DISTRICT PLAN 10011

STRATA LOT 1 DISTRICT LOT 137 OSOYOOS DIVISION YALE DISTRICT STRATA PLAN K25 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM 1

STRATA LOT 2 DISTRICT LOT 137 OSOYOOS DIVISION YALE DISTRICT STRATA PLAN K25 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM 1

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

Multiple Dwelling Housing

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

Date of Council Decision	August 23, 2022
Decision By:	COUNCIL
Development Permit Area:	Form and Character Development Permit Area
Existing Zone:	RM6 – High Rise Apartment Housing
Future Land Use Designation:	UC – Urban Centre

This is NOT a Building Permit.

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

NOTICE

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

Owner: 1291224 B.C. LTD., INC.NO. BC1291224

Pacific West Architecture Inc. Applicant:

Planner: K. Brunet

Terry Barton Community Planning Department Manager Planning & Development Services

Date



1. SCOPE OF APPROVAL

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

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

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

2. CONDITIONS OF APPROVAL

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

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

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

To vary the required maximum site coverage for principal buildings, accessory structures, and parking areas and driveways from 50% permitted to 61% proposed.

Section 13.12.6(e): RM6 - High Rise Apartment Housing Development Regulations

To vary the required minimum flanking side yard (north) from 6.0 m permitted to 4.3 m proposed.

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

To vary the required minimum flanking side yard (south) from 6.0 m permitted to 4.0 m proposed.

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

3. PERFORMANCE SECURITY

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

a) An Irrevocable Letter of Credit OR certified cheque in the amount of \$75,886.88

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

5. INDEMNIFICATION

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

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



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

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

DRAWING INDEX

A 1.01	COVER PAGE
A 1.02	CONTEXT PLAN & STATISTICS
A 1.03	SITE PLAN
A 2.01	UNDERGROUND PARKING PLAN
A 2.02	GROUND LEVEL FLOOR PLAN
A 2.03	2ND LEVEL FLOOR PLAN
A 2.04	3RD-4TH LEVEL FLOOR PLAN
A 2.05	5TH-6TH LEVEL FLOOR PLAN
A 2.06	ROOF PLAN
A 3.01	UNIT PLAN
A 3.02	UNIT PLAN
A 3.03	UNIT PLAN
A 4.01	ELEVATIONS
A 4.02	ELEVATIONS
A 5.01	SECTIONS
A 5.02	SECTIONS
A 6.01	MATERIALS
A 6.02	3D VIEWS

CONSULTANTS

ARCHITECT

PACIFIC WEST ARCHITECTURE Inc. 1200 West 73rd Ave(Airport Square) Suite 940, Vancouver B.C. V6P 6G5 Tel: (604)-558-3064 Email: info@pwaachitecture.com

SURVEYOR

LAND SURVEYING & GEOMATICS LTD. 404-1630 PANDOSY ST KELOWNA, BC. V1Y 1P7 Tel: (250)-763-3115

LANDSCAPE ARCHITECT

OUTLAND DESIGN LANDSCAPE ARCHITECTURE 303-590 KLO ROAD KELOWNA, BC V1Y 7S2 TEL: (250)-868-9270

CIVIL ENGINEER

APLIN & MARTIN CONSULTANTS LTD. 1258 Ellis Street, Kelowna, BC, V1Y 1Z4 Office: 250- 448-0157 x1294





CIVIC ADDRESS: 1365 BELAIRE AVE. & 1840,1850 CHANDLER ST. KELOWNA, BC

PLAN KAP10011 LOT 21 DISTRICT LOT 137 PLAN KAS25 LOT 1 DISTRICT LOT 137 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION T O THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN O

PLAN KAS25 LOT 2 DISTRICT LOT 137 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION T O THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN O

INJOY APARTMENT

LEGAL DESCRIPTION:



REG	TERED ARCAN KU YANG SHCOLUMBIN 2022-07-15	
	2022-07-15	

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PROJECT

1365 BELAIRE AVE. & 1840, 1850 CHANDLER ST KELOWNA, BC

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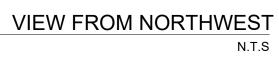




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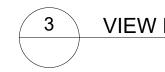




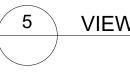


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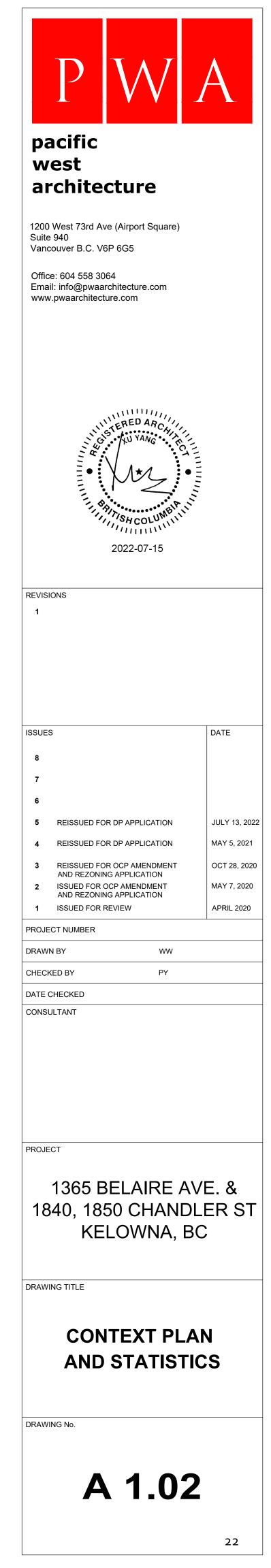
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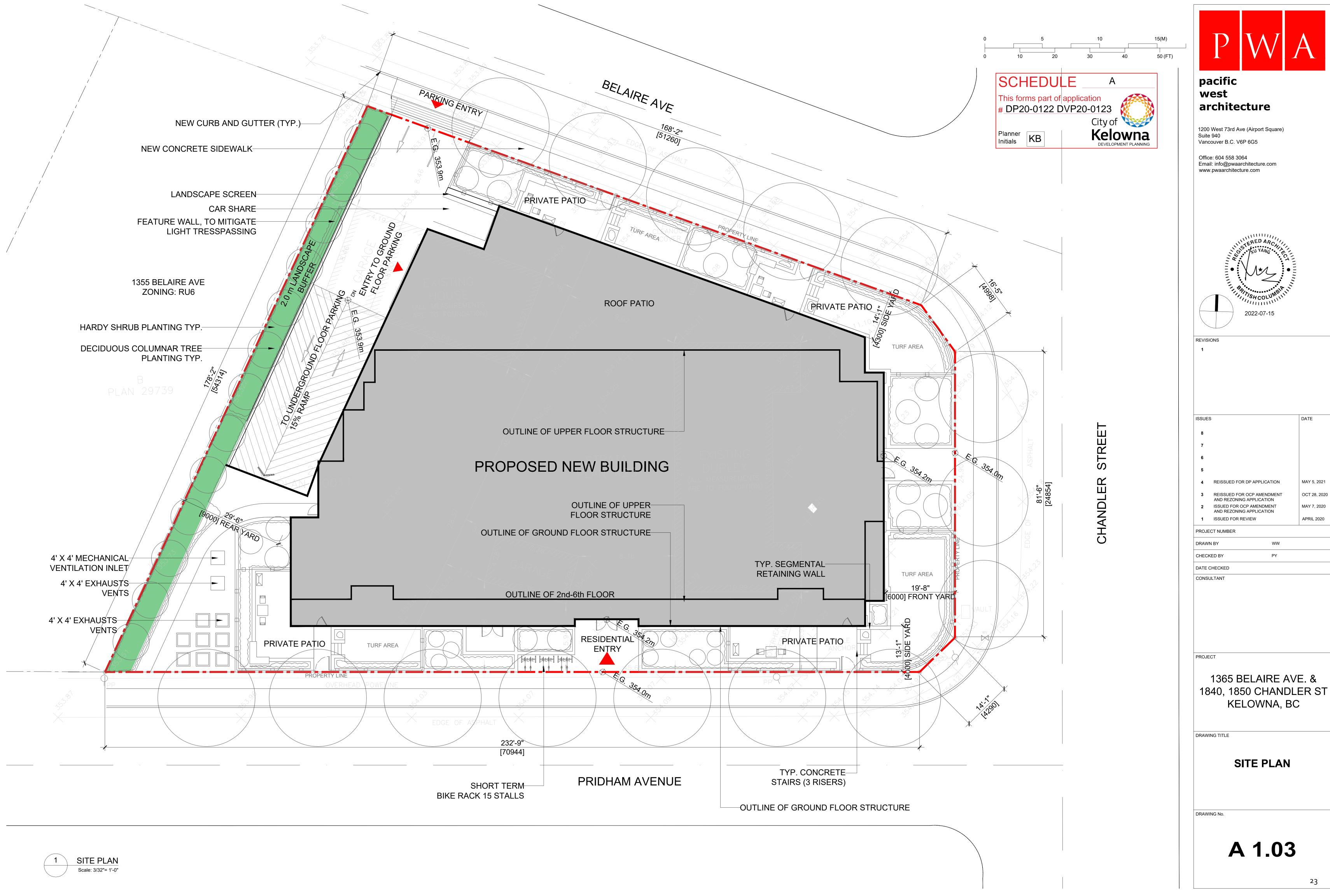
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VIEW FROM NORTHEAST N.T.S

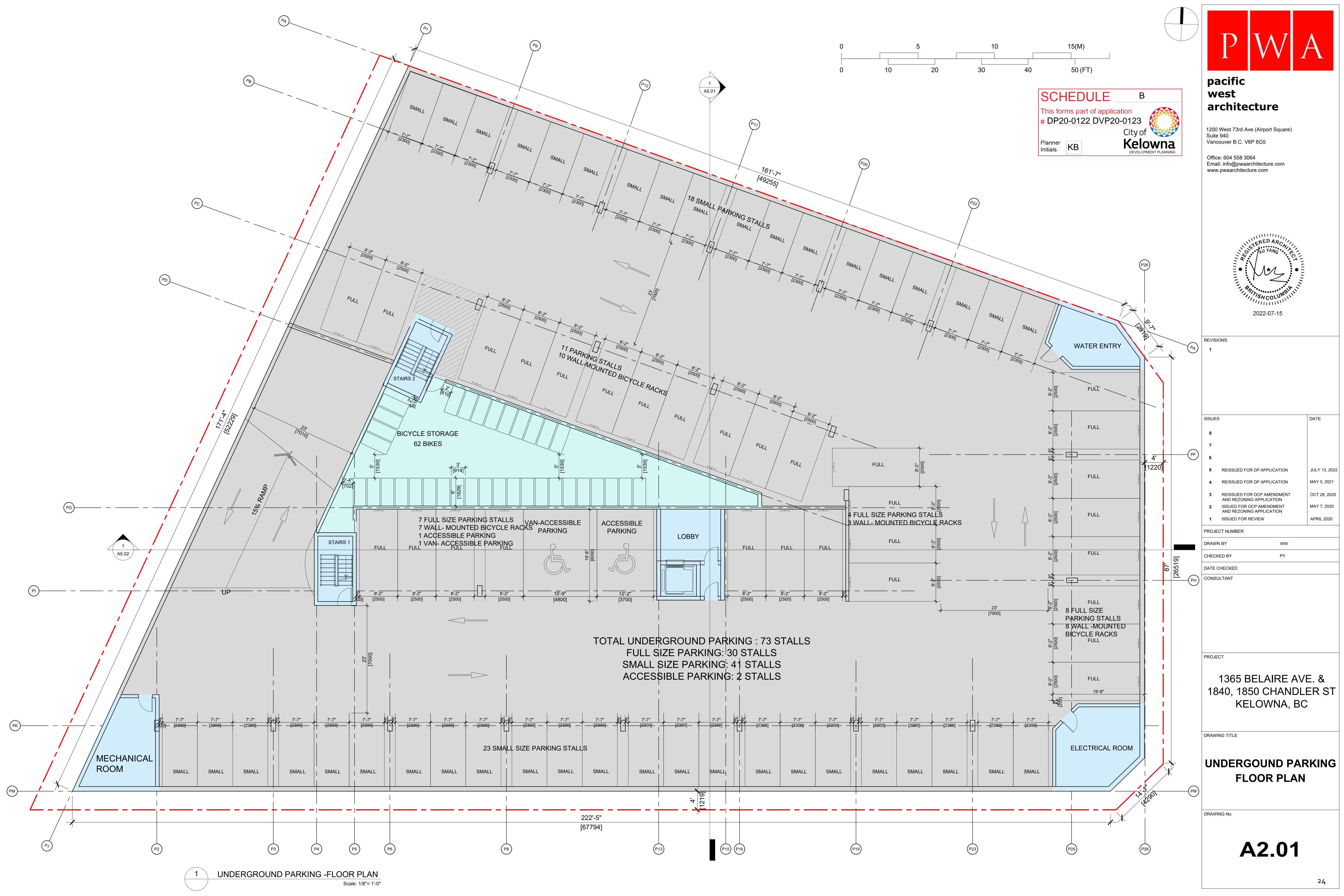
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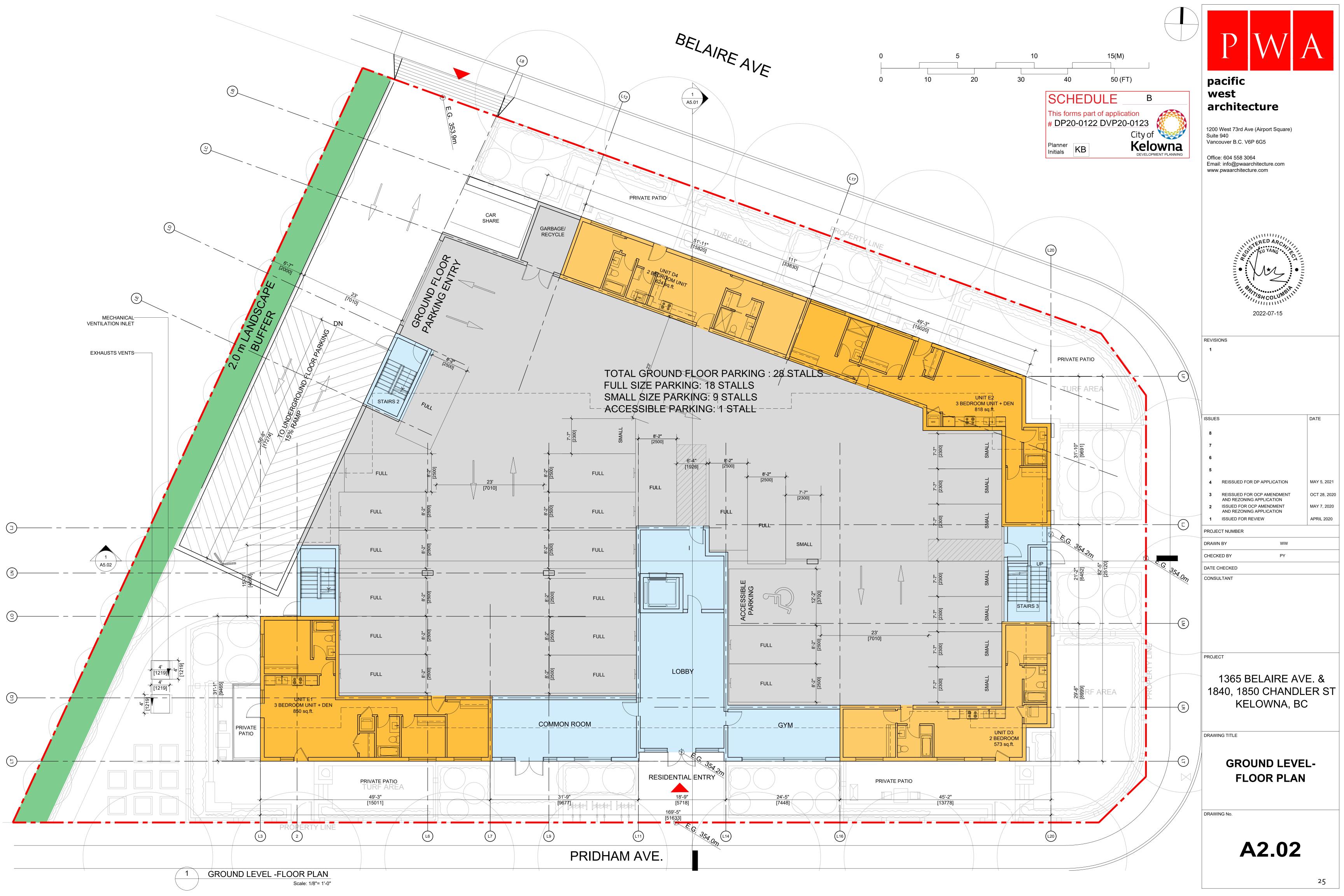
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			Dev	elopment F	Regulations			
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A	Lot Dep	oth		30.0 r	n			57. 3m
cation 0-0123	Lot Wie			35 m				39.4m
City of	Heigh		5	55.0 m/ 16 S	Storeys			6 Storeys
Kelowna DEVELOPMENT PLANNING	Front Yard	(EAST)		6.0 n	n			6.0 m
	Side Yard (N	NORTH)		4.5m	1			4.3 m
	Side Yard (N	,		4.5m				4.0 m
	Rear Yard (,		9.0 m	1			9.0 m
	Site coverage (Principal Building, Parking area, Driveways)			50%			Driv	ig footprint: 15,904 sf veway: 1,303 sf : 17,207 sf (61%)
	FAR			2(All parkir creened fro	ng space ar m view)	e		1.70
			F	Parking Reg				
	Minimun Parking Requierments		0.9 per bachelor, 1.0 per 1-bedroom, 1.25 per 2-bedroom, 1.25 per 3-bedroom, Visitor 0.14 per Unit Total Required=104.9		3.9 par	04.9 required 101 provided king stalls will be exchange for carshares		
	Ratio of Parking Stalls		Full size at 50% Min				50	
			Small size at 50% Max			50		
	Minimun Drive Aisle Width		7.0 m			7.0 m		
			Other Regulations					
	Loading		N/A Long Term: 0.75 per 2 bedroom or less dwelling units (Total :68 parking stalls)			N/A		
	Minimun Bicycle Parking Requirements		Short Term: 6 per entrance, plus for buildings with greater than 70 units: 1 space for every additional 5 units (Total: 14 parking stalls)			ong Term: 71 hort Term: 14		
	Private Open Space		7m ² per Bachelor x 63 = 441m2 12 m ² per 1BR x 22 = 264m2 18 m ² Per 2BR unit x 12 = 216m2 Total 921 m ² (9913 SQ.FT)		2 m2		0 m² (15,708 SF)	
	Landscape	Buffer	2.0m to adjacent properties			2	2.0 m (West)	
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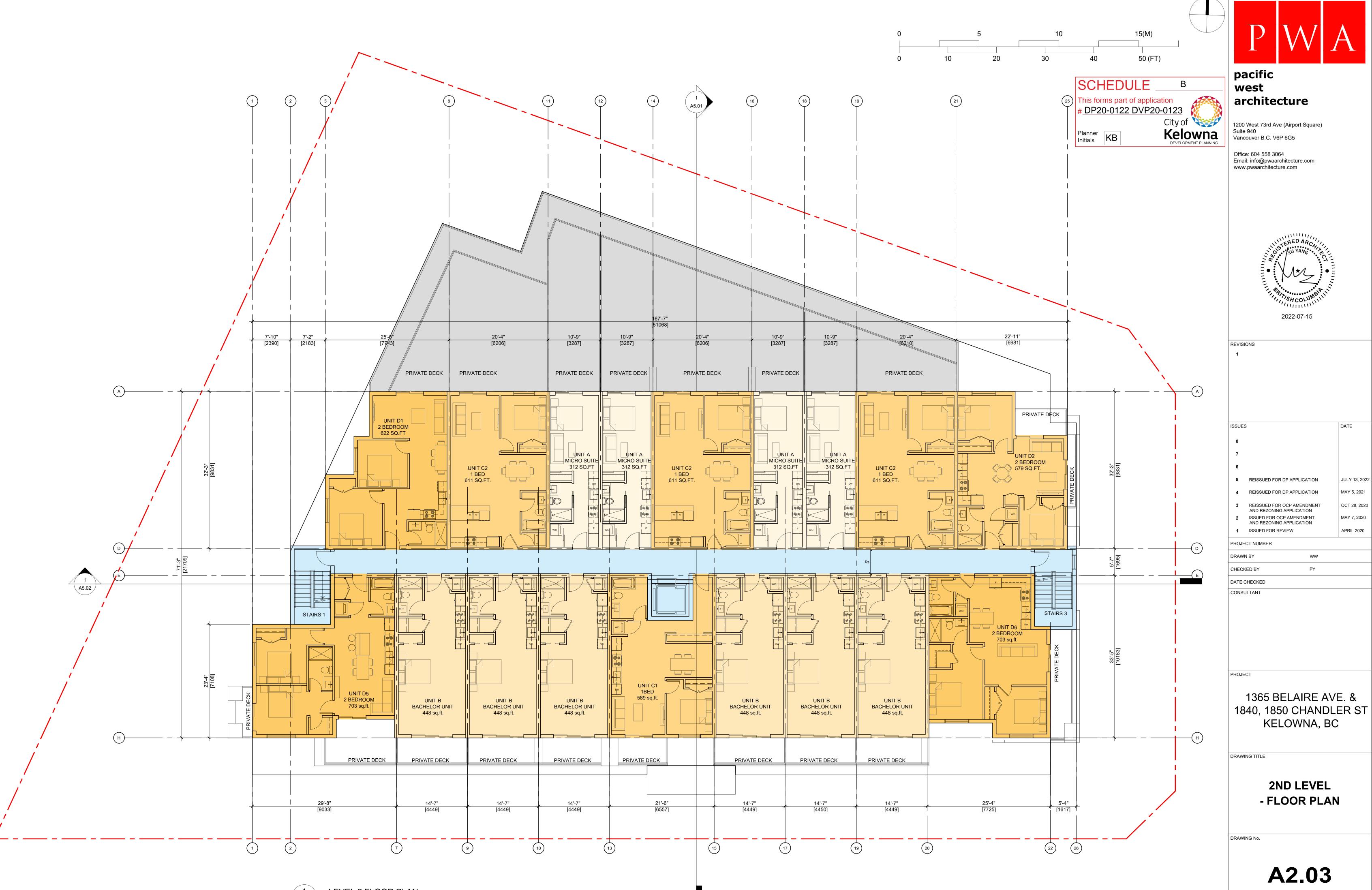




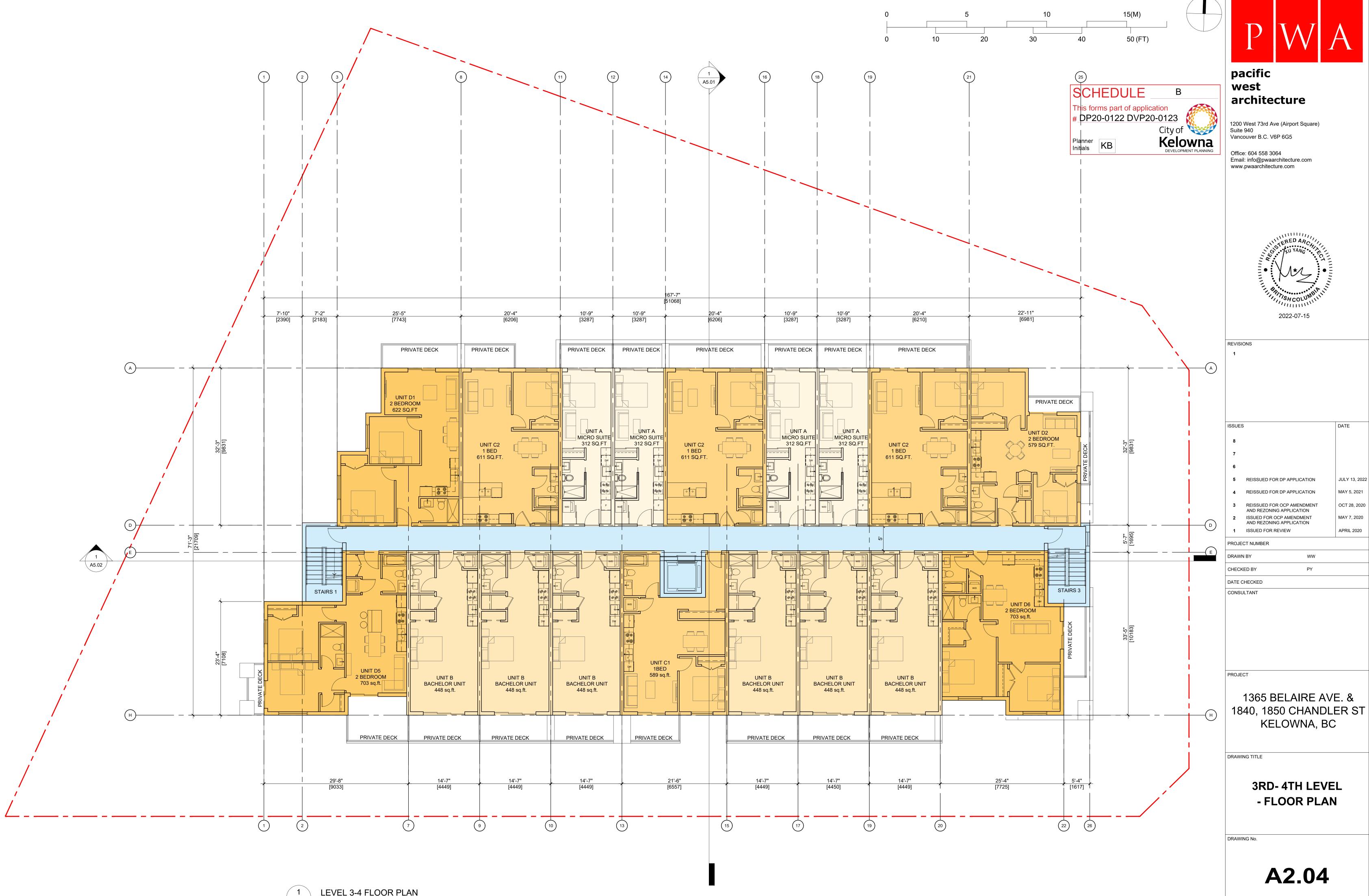




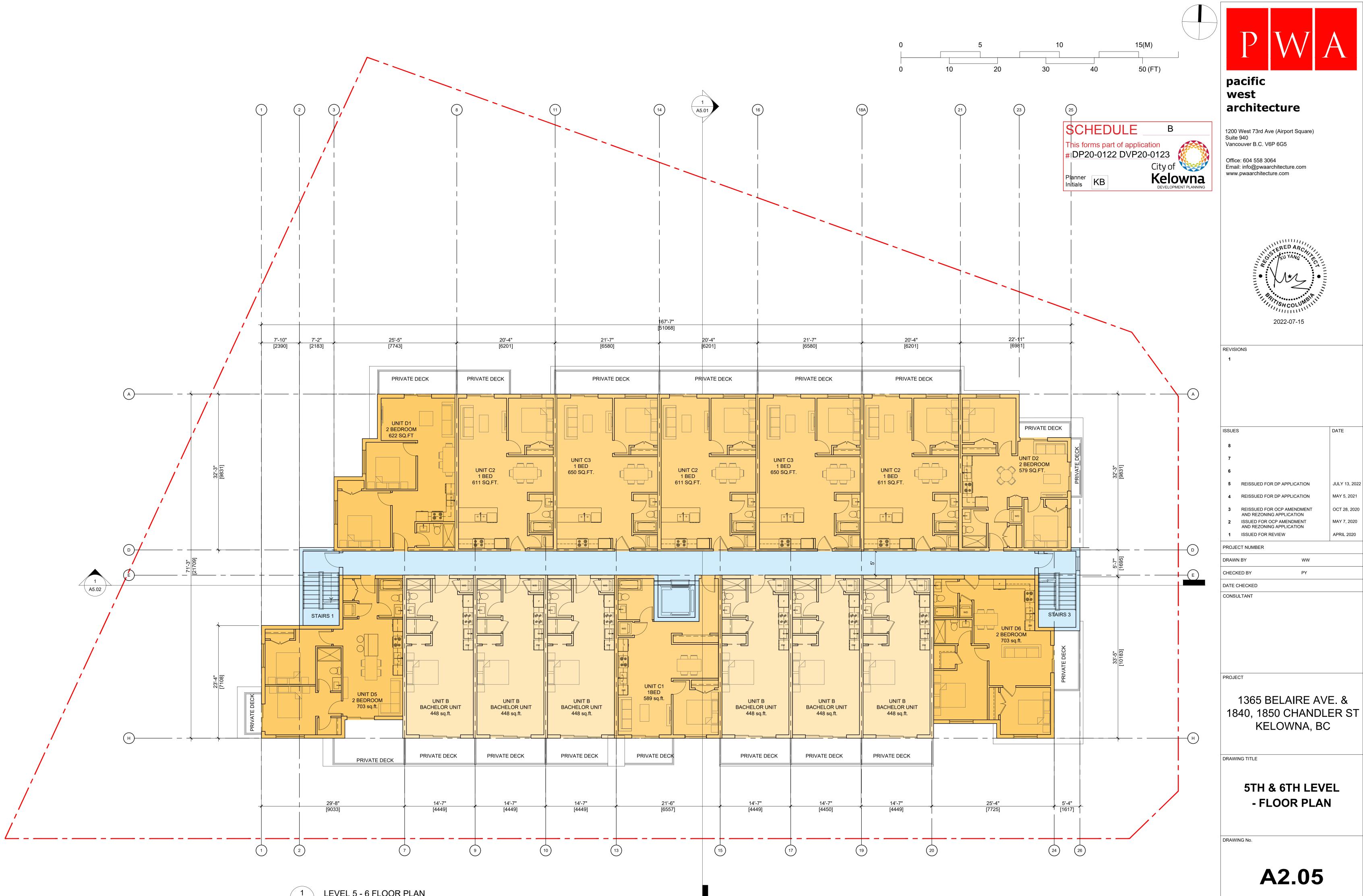




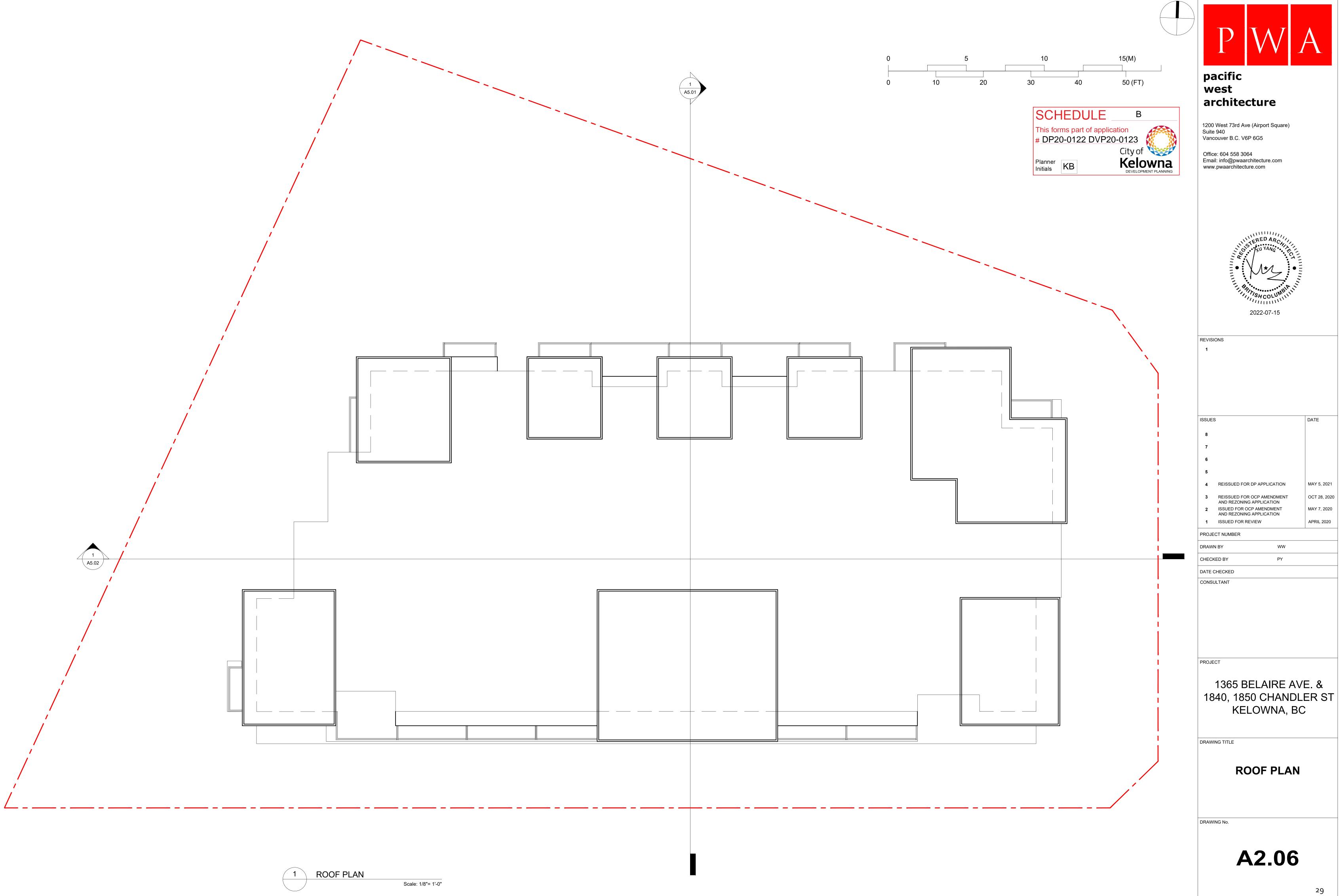






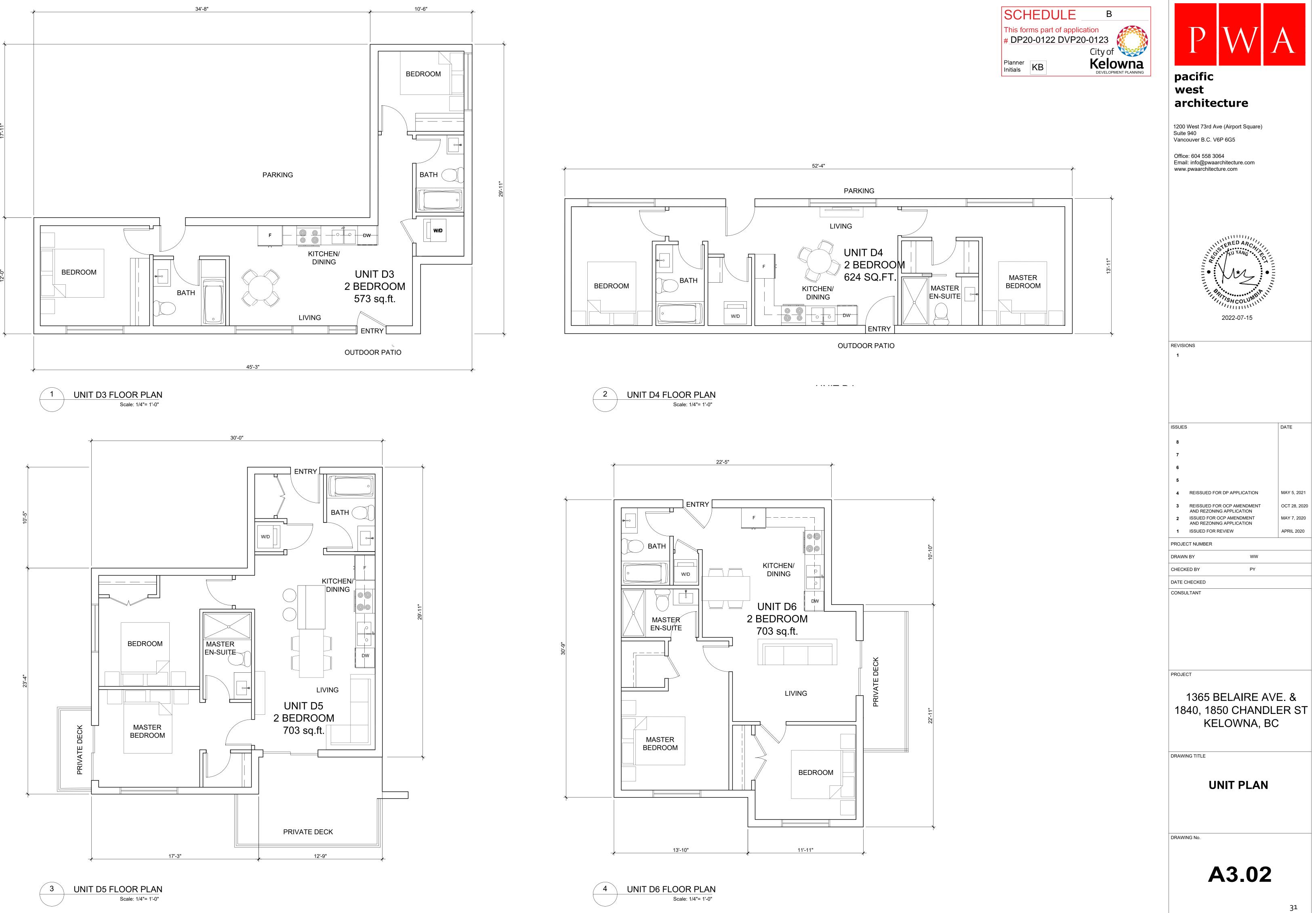


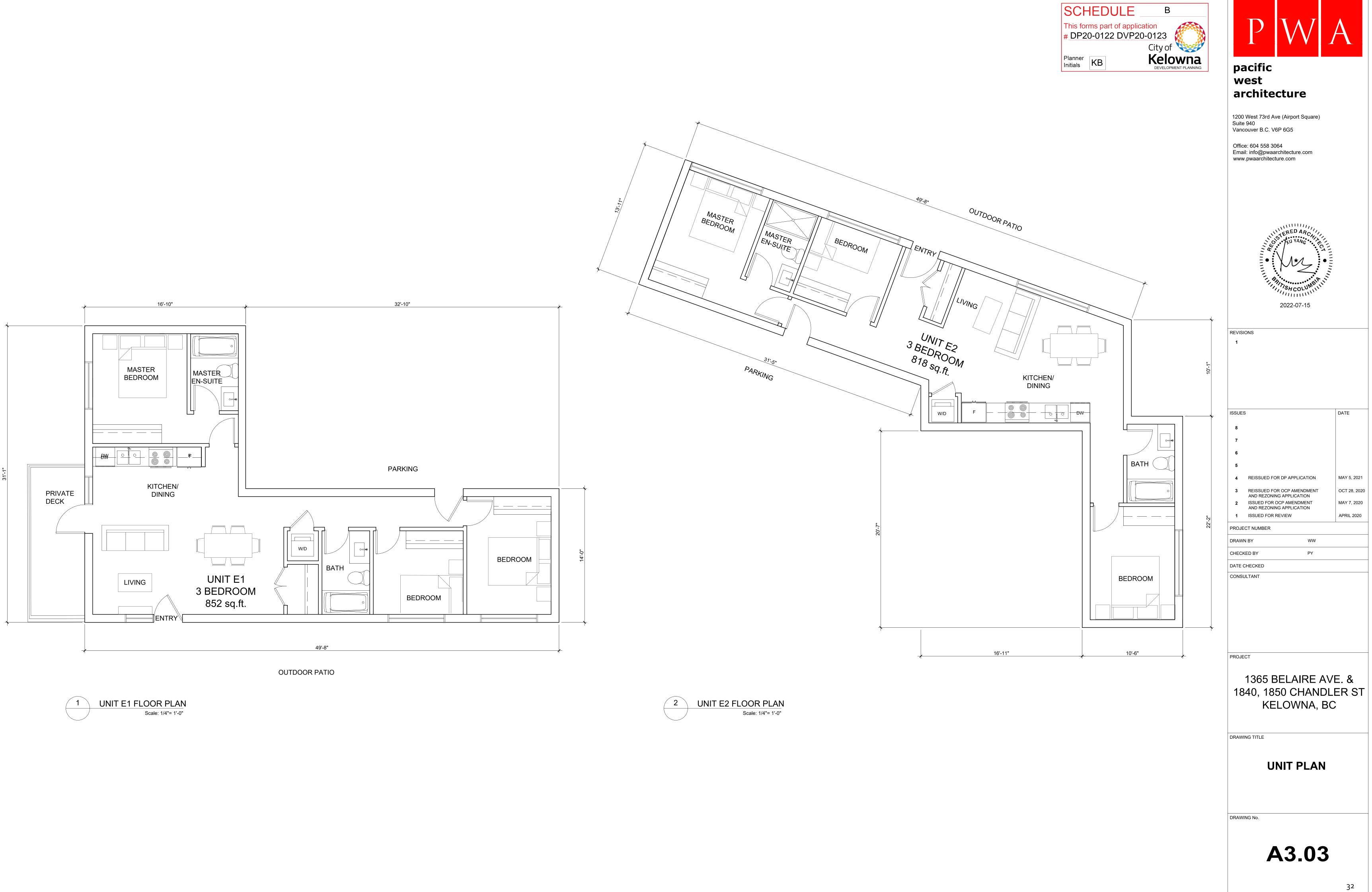






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2 EAST ELEVATION Scale: 1/8"= 1'-0"

1	HARDIE PANEL - COLOUR: 'DARK GREY'
2	HARDIE PANEL - COLOUR: 'LIGHT GREY'
3	HARDIE PANEL - COLOUR: 'WHITE'
4	HARDIE PANEL - COLOUR: 'WOOD COLOR'
5	LONG BOARD - COLOUR: NATURAL WOOD
6	EXTERIOR ENTRY DOOR
7	SMOOTH PANEL OVERHEAD GARAGE DOOR
8	METAL EXIT DOOR
9	ALUMINUM GUARDRAIL WITH CLEAR GLASS (STOCKED BLACK)



pacific west architecture

1200 West 73rd Ave (Airport Square) Suite 940 Vancouver B.C. V6P 6G5

Office: 604 558 3064 Email: info@pwaarchitecture.com www.pwaarchitecture.com



REVISIONS

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PROJECT

1365 BELAIRE AVE. & 1840, 1850 CHANDLER ST KELOWNA, BC

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ELEVATIONS

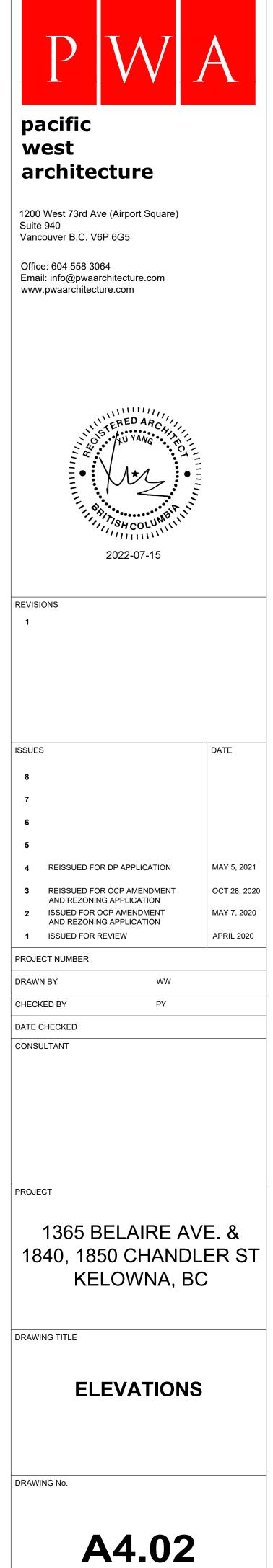
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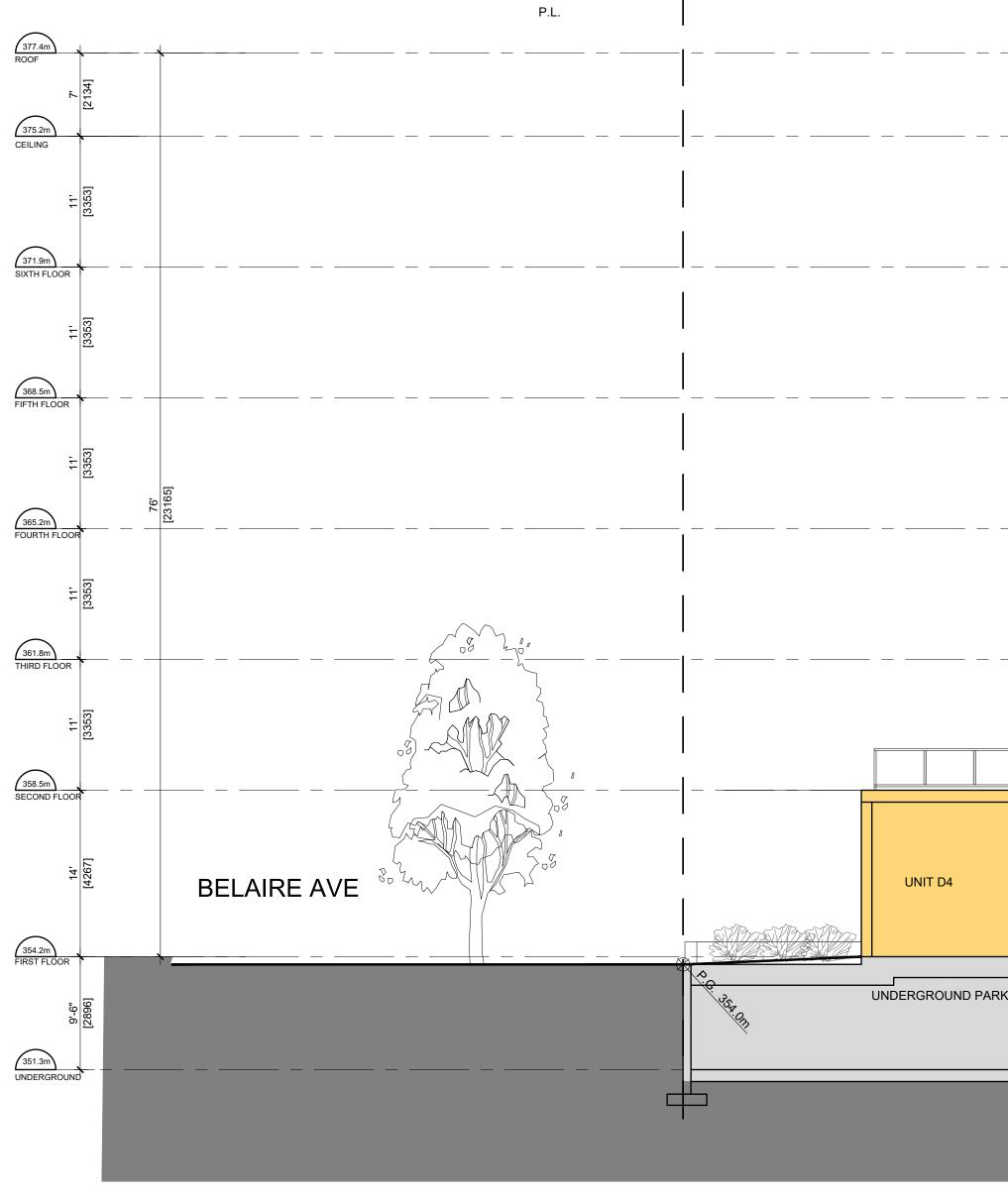
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- ALUMINUM GUARDRAIL WITH CLEAR GLASS PANEL

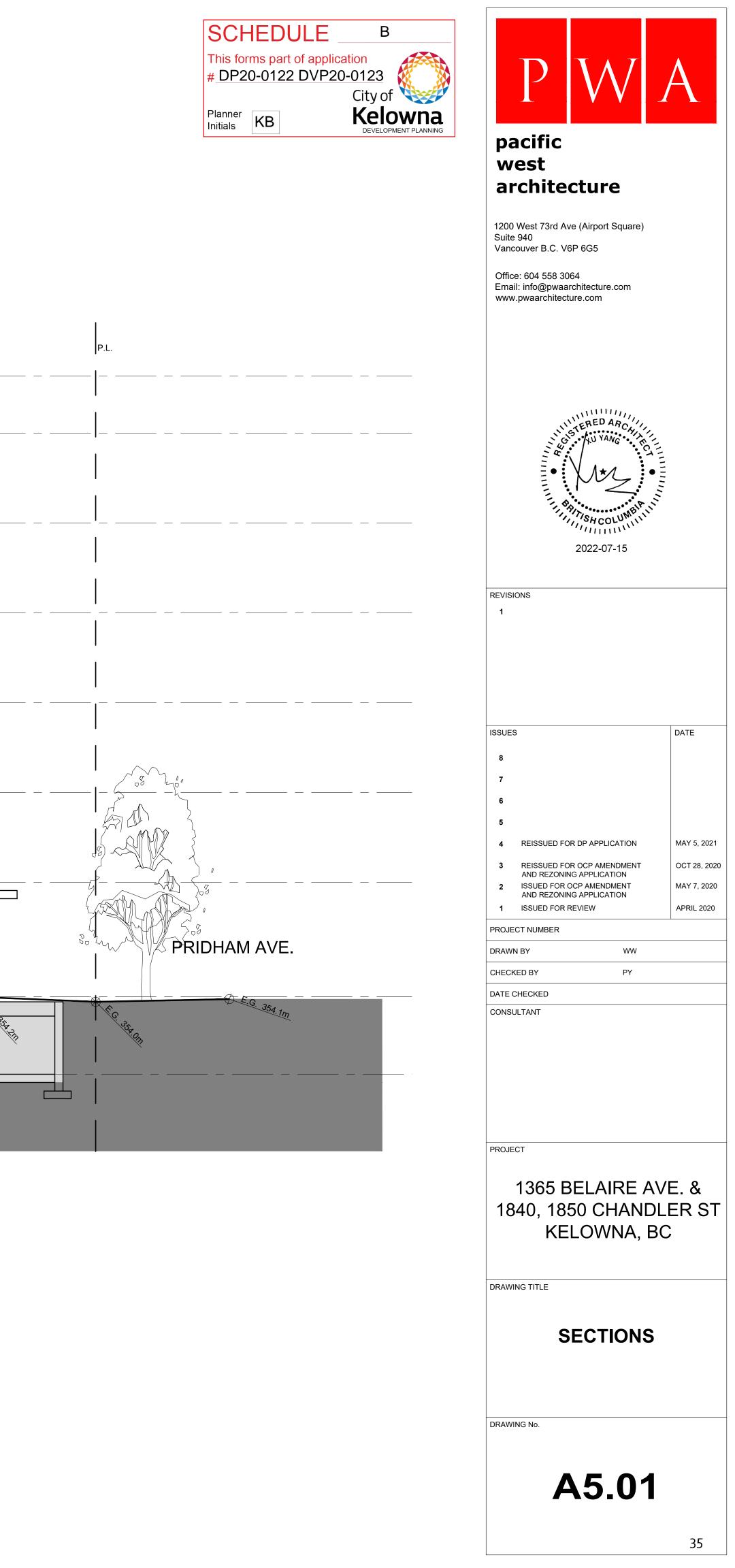


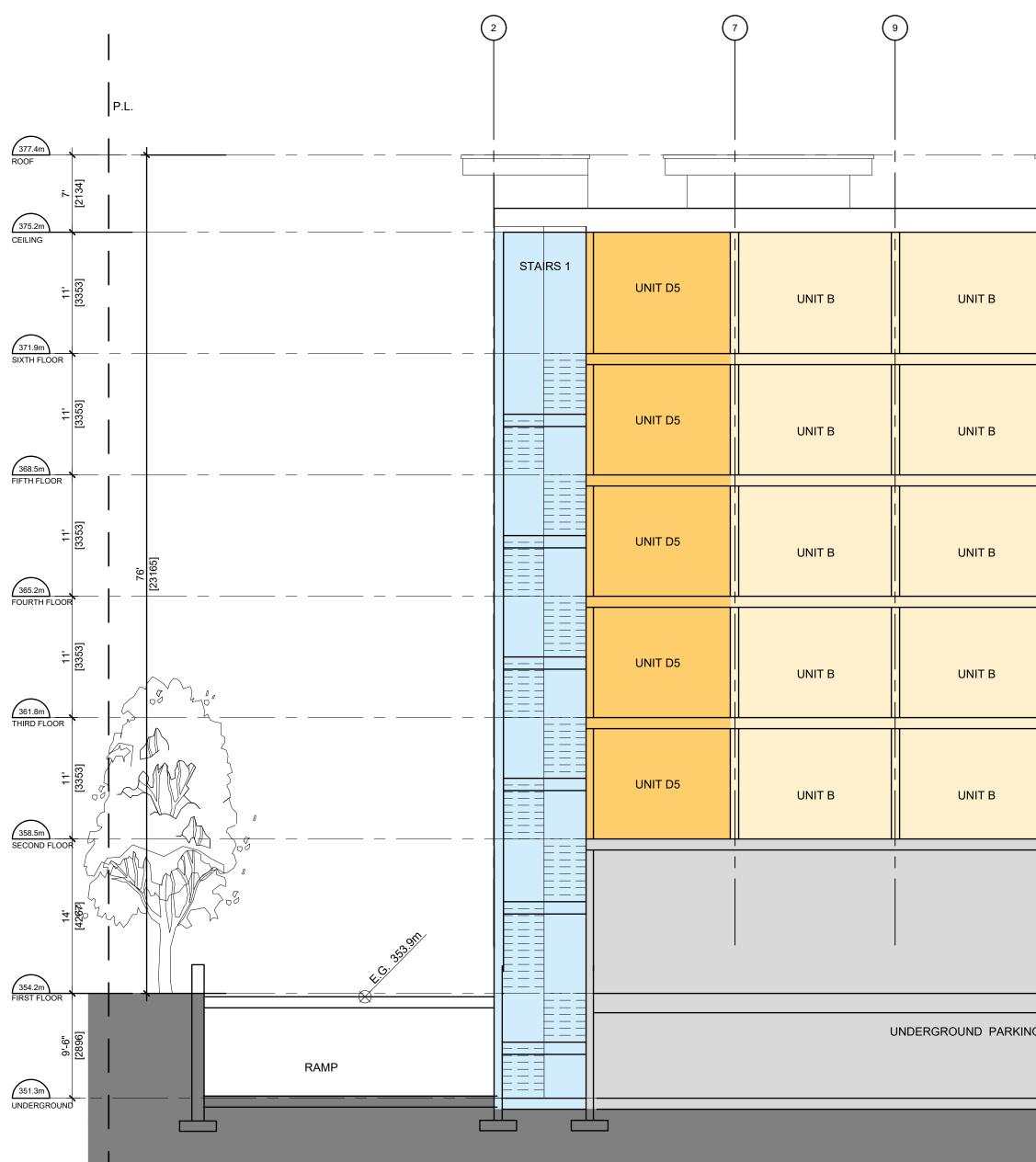


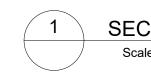


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	UNIT C2	CORRIDOR	UNIT C1	
	GROUND PARKING		LO	ввү
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Scale: 1/8"= 1'-0"

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	UNIT B	UNI	Т С1	CORRIDOR	UNIT B	UNIT B	UNIT B	UNIT D6
	UNIT B	UNI	T C1	CORRIDOR	UNIT B	UNIT B	UNIT B	UNIT D6
	UNIT B	UNI	T C1	CORRIDOR	UNIT B	UNIT B	UNIT B	UNIT D6
	UNIT B	UNI	T C1	CORRIDOR	UNIT B	UNIT B	UNIT B	UNIT D6
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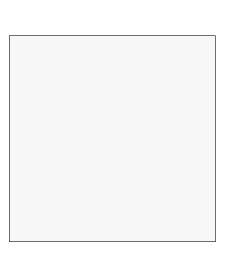
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26			Office: 604 558 30 Email: info@pwaa www.pwaarchitect	rchitecture.com	
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HARDIE PANEL WOOD COLOR



HARDIE PANEL-WHITE



HARDIE PANEL-LIGHT GREY

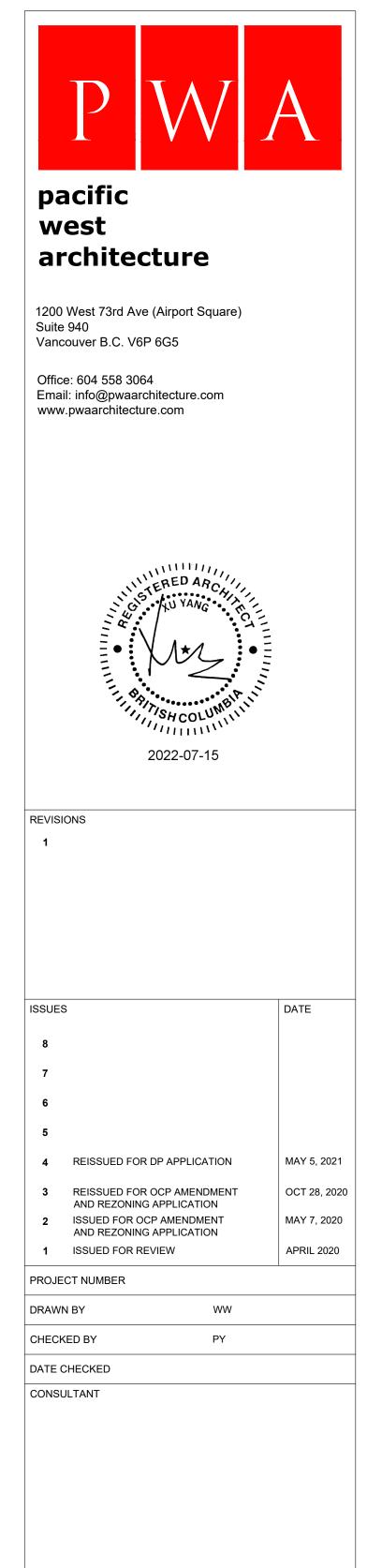


HARDIE PANEL-DARK GREY





LONG BOARD -WOOD



PROJECT

1365 BELAIRE AVE. & 1840, 1850 CHANDLER ST KELOWNA, BC

DRAWING TITLE

MATERIALS

DRAWING No.

A6.01















pacific west architecture

1200 West 73rd Ave (Airport Square) Suite 940 Vancouver B.C. V6P 6G5

Office: 604 558 3064 Email: info@pwaarchitecture.com www.pwaarchitecture.com



REVISIONS 1

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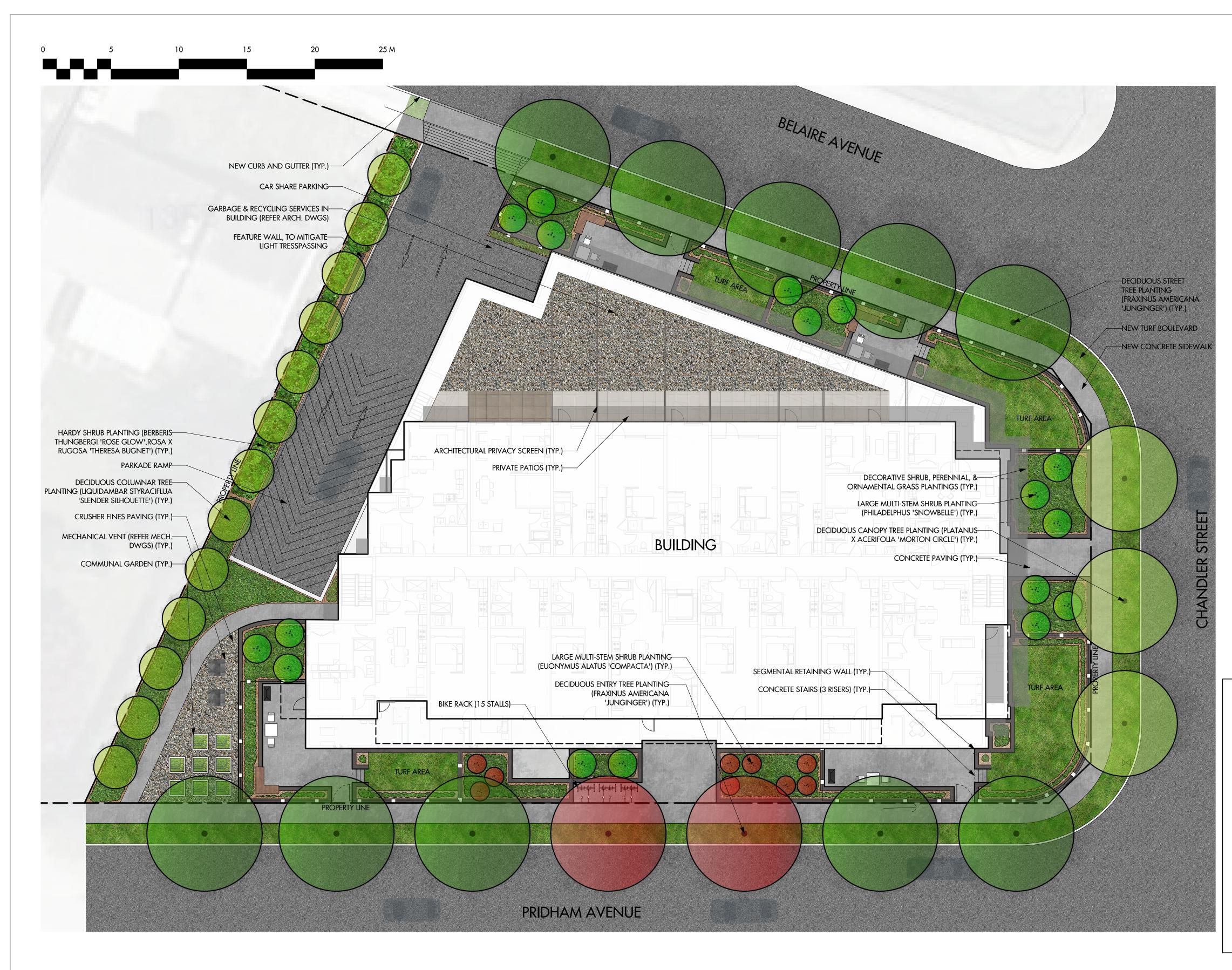
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3D VIEWS

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PLANT LIST

BOTANICAL NAME TREES

FRAXINUS AMERICANA 'JUNGINGER' LIQUIDAMBAR STYRACIFLUA 'SLENDER SI PLATANUS X ACERIFOLIA 'MORTON CIRC

SHRUBS

BERBERIS THUNGBERGI 'ROSE GLOW' EUONYMUS ALATUS 'COMPACTA' PHILADELPHUS 'SNOWBELLE' ROSA X RUGOSA 'THERESA BUGNET' TAXUS X MEDIA 'HICKSII'

PERENNIALS & GRASSES

GERANIUM SANGUINEUM PARTHENOCISSUS QUINQUEFOLIA PENNISETUM ORIENTALE 'KARLEY ROSE'

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		art of applic 22 DVP2		
			City of	
Planner Initials	KB			



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



PROJECT TITLE

INJOY APARTMENTS

1365 Belair, 1840 & 1850 Chandler Street

Kelowna, BC

DRAWING TITLE

CONCEPTUAL LANDSCAPE PLAN

ISSUED FOR / REVISION

1	20.07.16	Review		
2	20.10.20	Review		
3	20.10.23	Review		
4	21.04.28	Review		
5				

PROJECT NO	20-068
DESIGN BY	FB
DRAWN BY	WC/NG
CHECKED BY	FB
DATE	APR. 28, 2021
SCALE	1:100
PAGE SIZE	24x36





DRAWING NUMBER

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ISSUED FOR REVIEW ONLY

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NOTES

1. PLANT MATERIAL AND CONSTRUCTION METHODS SHALL MEET OR EXCEED THE CANADIAN NURSERY LANDSCAPE ASSOCIATION STANDARDS.

2. ALL OFFSITE LANDSCAPE WORKS TO MEET CITY OF KELOWNA BYLAW 7900 STANDARDS.

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

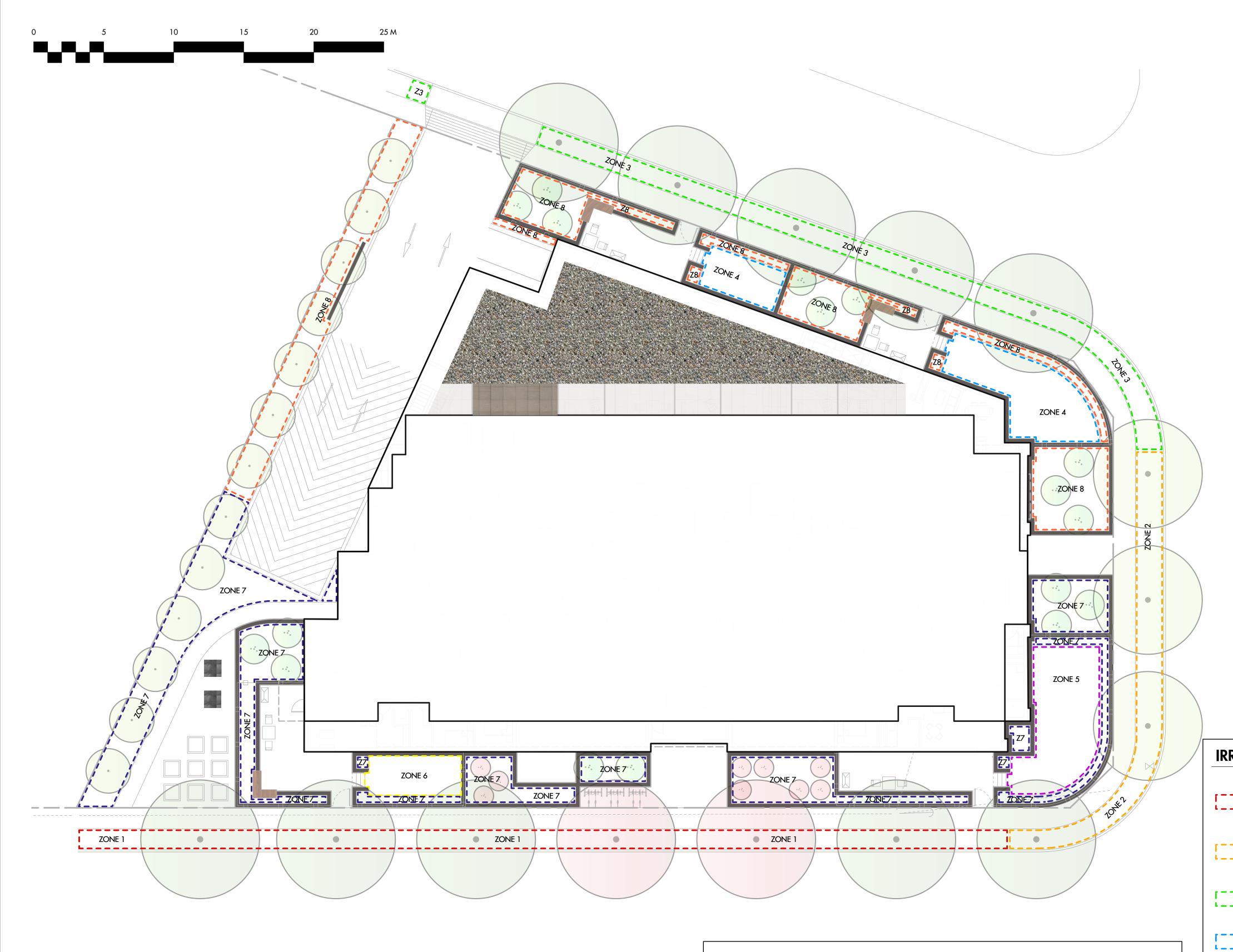
4. TREE AND SHRUB BEDS TO BE DRESSED IN A MINIMUM 75mm OGOGROW OR GLENGROW MULCH AS SHOWN IN PLANS. DO NOT PLACE WEED MAT UNDERNEATH TREE AND SHRUB BEDS IN WOOD MULCH AREAS.

5. TREE & SHRUB BEDS TO RECEIVE A MINIMUM 300mm DEPTH TOPSOIL PLACEMENT.

6. TURF AREAS FROM SOD SHALL BE NO. 1 GRADE GROWN FROM CERTIFIED SEED OR IMPROVED CULTIVARS REGISTERED FOR SALE IN B.C. AND SHALL BE TOLERANT OF DROUGHT CONDITIONS. A MINIMUM OF 150mm DEPTH OF GROWING MEDIUM IS REQUIRED BENEATH TURF AREAS. TURF AREAS SHALL MEET EXISTING GRADES AND HARD SURFACES FLUSH.

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

	COMMON NAME	QTY	SIZE/SPACING & REMARKS
	AUTUMN PURPLE ASH	12	6cm CAL.
SILHOUETTE'	SLENDER SILHOUETTE SWEETGUM	13	6cm CAL.
RCLE'	EXCLAMATION PLANETREE	3	6cm CAL.
	ROSE GLOW BARBERRY	46	#02 CONT. /1.0M O.C. SPACING
	DWARF BURNING BUSH	9	#05 CONT. /1.0M O.C. SPACING
	SNOWBELLE MOCKORANGE	17	#05 CONT. /2.5M O.C. SPACING
	THERESE BUGNET ROSE	20	#02 CONT. /1.5M O.C. SPACING
	HICK'S YEW	46	#02 CONT. /1.0M O.C. SPACING
	GERANIUM SANGUINEUM	51	#01 CONT. /1.0M O.C. SPACING
	ENGLEMANN IVY	51	#01 CONT. /1.0M O.C. SPACING
-	KARLEY ROSE FOUNTAIN GRASS	51	#01 CONT. /1.0M O.C. SPACING



WATER CONSERVATION CALCULATIONS

LANDSCAPE MAXIMUM WATER BUDGET (WB) = 776 cu.m. / year ESTIMATED LANDSCAPE WATER USE (WU) = 739 cu.m. / year WATER BALANCE = 37 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.

OF 7" / MONTH (KELOWNA JULY ET), TAKING INTO CONSIDERATION SOIL TYPE, SLOPE, AND MICROCLIMATE.

6. IRRIGATION SLEEVES SHALL BE INSTALLED TO ROUTE IRRIGATION LINES UNDER HARD SURFACES AND FEATURES.

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

7. IRRIGATION PIPE SHALL BE SIZED TO ALLOW FOR A MAXIMUM FLOW OF 1.5m /SEC.

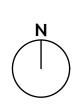
5. DRIP LINE AND EMITTERS SHALL INCORPORATE TECHNOLOGY TO LIMIT ROOT INTRUSION.

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.

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Planner Initials	KB	Kelowna DEVELOPMENT PLANNING



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IRRIGATION LEGEND

[]]]]	ZONE #1: LOW VOLUME POP-UP SPRAYHEADS FOR TURF AREAS TOTAL AREA: 100 sq.m. MICROCLIMATE: SOUTH EXPOSURE, PARTIALLY SHADED BY TREES ESTIMATED ANNUAL WATER USE: 143 cu.m.
(2222)	ZONE #2: LOW VOLUME POP-UP SPRAYHEADS FOR TURF AREAS TOTAL AREA: 64 sq.m. MICROCLIMATE: SOUTHEAST EXPOSURE, PARTIALLY SHADED BY TREES ESTIMATED ANNUAL WATER USE: 91 cu.m.
(2222)	ZONE #3: LOW VOLUME POP-UP SPRAYHEADS FOR TURF AREAS TOTAL AREA: 79 sq.m. MICROCLIMATE: EAST EXPOSURE, PARTIALLY SHADED BY TREES ESTIMATED ANNUAL WATER USE: 113 cu.m.
[]]]]	ZONE #4: LOW VOLUME POP-UP SPRAYHEADS FOR TURF AREAS TOTAL AREA: 63 sq.m. MICROCLIMATE: EAST EXPOSURE, PARTIALLY SHADED BY TREES & BUILDING ESTIMATED ANNUAL WATER USE: 90 cu.m.
[]]]]	ZONE #5: LOW VOLUME POP-UP SPRAYHEADS FOR TURF AREAS TOTAL AREA: 52 sq.m. MICROCLIMATE: SOUTHEAST EXPOSURE, PARTIALLY SHADED BY TREES & BUILDING ESTIMATED ANNUAL WATER USE: 74 cu.m.
[[]]]	ZONE #6: LOW VOLUME POP-UP SPRAYHEADS FOR TURF AREAS TOTAL AREA: 19 sq.m. MICROCLIMATE: SOUTHEAST EXPOSURE, PARTIALLY SHADED BY TREES & BUILDING ESTIMATED ANNUAL WATER USE: 27 cu.m.
[]]]]	ZONE #7: 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 #8: HIGH EFFICIENCY SUBSURFACE DRIP IRRIGATION FOR MODERATE WATER USE PLANTING AREAS TOTAL AREA: 154 sq.m. MICROCLIMATE: WEST EXPOSURE, PARTIALLY SHADED BY TREES & BUILDING ESTIMATED ANNUAL WATER USE: 86 cu.m.

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FORM & CHARACTER – DEVELOPMENT PERMIT GUIDELINES



*Note: Refer to the Design Foundations and the Guidelines associated with the specific building typology.



FORM & CHARACTER - DEVELOPMENT PERMIT GUIDELINES

Consideration has been given to the following guidelines as identified in Chapter 18 of the City of Kelowna 2040 Official Community Plan:

RATE PROPOSALS COMPLIANCE TO PERTINENT GUIDELINE	N/A	1	2	3	4	5
(1 is least complying & 5 is highly complying) CHAPTER 4.0: LOW & MID-RISE RESIDENTIAL & MIXED USE						
4.1 Guidelines						
4.1.1 Relationship to the Street						
		1	1	1		
Lobby area and main building entrance is clearly visible from the fronting street and sidewalk.					~	
Wherever possible, blank walls at grade are not encouraged.					✓	
Enclosed parking garages are located away from street frontages or public open space.						~
Ground oriented units with entries or glazing have been provided to avoid the blank/dead frontage along the street.						~
When unavoidable, blank walls have been screened with landscaping or have been incorporated with a patio/café or special materials have been provided to make them visually interesting.				~		
Residential and Mixed-use Buildings		•				
Residential buildings at the ground floor have a set back between 3-5 m from the property line to create a semi-private entry or transition zone to individual units and to allow for an elevated front entryway or raised patio.					√	
A maximum 1.2 m desired height (e.g., 5-6 steps) for front entryways has been provided. Where the water table requires this to be higher, in these cases, larger patio has been provided and parking has been screened with ramps, stairs, and landscaping.						•
Ground floor units accessible from the fronting street or public open spaces have been provided with individual entrances.						✓
Buildings are sited and oriented so that windows and balconies are overlooking public streets, parks, walkways, and shared amenity spaces while minimizing views into private residences.						~
4.1.2 Scale and Massing			1	1		
Proposed residential building façade has a length of 60 m (40 m length is preferred).						~
Buildings over 40 m in length are incorporating significant horizontal and vertical breaks in façade.						~
Commercial building facades are incorporating significant break at approximately 35 m intervals.	✓					
Proposed residential building has a maximum width of 24 m.				~		
4.1.3 Site Planning		·			·	
On sloping sites, building floor levels are following the natural grade and avoiding the blank wall situation.	~					

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RATE PROPOSALS COMPLIANCE TO PERTINENT GUIDELINE	N/A	1	2	3	4	5	DEVELOPMENT PLANNING
(1 is least complying & 5 is highly complying)							
Buildings are sited to be parallel to the street and have a distinct front-to-					\checkmark		
back orientation to public street and open spaces and to rear yards,							
parking, and/or interior courtyards.							
Building sides that are interfacing with streets, mid-block connections,					\checkmark		
and other open spaces (building fronts) are positively framing and							
activating streets and open spaces and supporting pedestrian activity.							
Larger buildings are broken up with mid-block connections which have		\checkmark					
public accessibility wherever possible.							
Ground floors adjacent to mid block connections have entrances and	✓						
windows facing the mid block connection.							
4.1.4 Site Servicing, Access, and Parking							
Vahigular access is provided from the lane		√					
Vehicular access is provided from the lane.		•					
Where there is no lane, and where the re-introduction of a lane is difficult					\checkmark		
or not possible, access is provided from the street, provided:							
• Access is from a secondary street, where possible, or from the							
long face of the block;							
 Impacts on pedestrians and the streetscape is minimized; and, 							
 There is no more than one curb cut per property. 							
Above grade structure parking should only be provided in instances				✓			
where the site or high water table does not allow for other parking forms.							
When parking cannot be located underground due to the high water					\checkmark		
table and is to be provided above ground, screen the parking structure							
from public view as follows:							
 On portions of the building that front a retail or main street, 							
line the above ground parking with active retail frontage;							
 On portions of the building that front onto non-retail streets, 							
line the above ground parking with an active residential							
frontage, such as ground oriented townhouse units;							
 When active frontages are not able to be accommodated, 							
screen parking structures by using architectural or							
landscaped screening elements;							
• On corner sites, screen the parking structure from public view							
on both fronting streets using the appropriate strategy listed							
above.							
Buildings with ground floor residential may integrate half-storey	\checkmark						
underground parking to a maximum of 1.2 m above grade, with the							
following considerations:							
• Semi-private spaces should be located above to soften the edge							
and be at a comfortable distance from street activity; and							
• Where conditions such as the high water table do not allow for							
this condition, up to 2 m is permitted, provided that entryways,							
stairs, landscaped terraces, and patios are integrated and that							
blank walls and barriers to accessibility are minimized.							

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4.1.5 Publicly Accessible and Private Open Spaces						SEVELOPMENT PLANNING
Publicly accessible private spaces (e.g., private courtyards accessible and available to the public) have been integrated with public open areas to create seamless, contiguous spaces.		~				
Semi-private open spaces have been located to maximize sunlight penetration, minimize noise disruptions, and minimize 'overlook' from adjacent units.				~		
 Outdoor Amenity Areas: design plazas and parks to: Contain 'three edges' (e.g., building frontage on three sides) where possible and be sized to accommodate a variety of activities; Be animated with active uses at the ground level; and, Be located in sunny, south facing areas. 				~		
 Internal courtyard design provides: amenities such as play areas, barbecues, and outdoor seating where appropriate. 		✓				
• a balance of hardscape and softscape areas to meet the specific needs of surrounding residents and/or users.						
Mid-block connections design includes active frontages, seating, and landscaping.	√					
Rooftop Amenity Spaces						
 Shared rooftop amenity spaces (such as outdoor recreation space and rooftop gardens on the top of a parkade) are designed to be accessible to residents and to ensure a balance of amenity and privacy by: Limiting sight lines from overlooking residential units to outdoor amenity space areas through the use of pergolas or covered areas where privacy is desired; and Controlling sight lines from the outdoor amenity space 		~				
into adjacent or nearby residential units.						
 Reduce the heat island effect by including plants or designing a green roof, with the following considerations: Secure trees and tall shrubs to the roof deck; and Ensure soil depths and types are appropriate for proposed plants and ensure drainage is accommodated. 		v				

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4.1.6 Building Articulation, Features & Materials			Initials	KB		Kelowna DEVELOPMENT PLANNING
 Articulate building facades into intervals that are a maximum of 15 m wide for mixed-use buildings and 20m wide for residential buildings. Strategies for articulating buildings should consider the potential impacts on energy performance (see 2.2.1), and include: Façade Modulation – stepping back or extending forward a portion of the façade to create a series of intervals in the facade; Repeating window patterns at intervals that correspond to extensions and step backs (articulation) in the building facade; Providing a porch, patio, deck, or covered entry for each interval; Providing a bay window or balcony for each interval, while balancing the significant potential for heat loss through thermal bridge connections which could impact energy performance; Changing the roof line by alternating dormers, stepped roofs, gables, or other roof elements to reinforce the modulation or articulation interval; Changing the materials with the change in building plane; and Provide a lighting fixture, trellis, tree, or other landscape feature within each interval. 						
Break up the building mass by incorporating elements that define a					~	
building's base, middle and top.					 ✓ 	
Use an integrated, consistent range of materials and colors and provide variety by, for example, using accent colors.					v	
Articulate the facade using design elements that are inherent to the building as opposed to being decorative. For example, create depth in building facades by recessing window frames or partially recessing balconies to allow shadows to add detail and variety as a byproduct of massing.			v			
Incorporate distinct architectural treatments for corner sites and highly visible buildings such as varying the roofline (<i>See Figure 41</i>), articulating the facade, adding pedestrian space, increasing the number and size of windows, and adding awnings and canopies. Weather Protection				•		
Provide weather protection (e.g. awnings, canopies, overhangs, etc.)	✓					
 along all commercial streets and plazas (See Figure 42), with particular attention to the following locations: Primary building entrances, Adjacent to bus zones and street corners where people wait for traffic lights; Over store fronts and display windows; and Any other areas where significant waiting or browsing by people occurs. 						
Architecturally-integrate awnings, canopies, and overhangs to the building and incorporate architectural design features of buildings from which they are supported.					~	
Place and locate awnings and canopies to reflect the building's architecture and fenestration pattern.					✓	

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Place awnings and canopies to balance weather protection with daylight penetration. Avoid continuous opaque canopies that run the full length				v	
Signage		 			
Provides attractive signage on commercial buildings that identifies uses	✓				
and shops clearly but which is scaled to the pedestrian rather than the					
motorist. Some exceptions can be made for buildings located on					
highways and/or major arterials in alignment with the City's Sign Bylaw.					
Avoid the following types of signage:	\checkmark				
 Internally lit plastic box signs; 					
Pylon (stand alone) signs; and					
Rooftop signs.					
Uniquely branded or colored signs are encouraged to help establish a	\checkmark				
special character to different neighbourhoods.					



Letter of Assume Agreement

MODO CO-OPERATIVE 200-470 Granville St Vancouver, BC V6C 1V5

This Letter is to confirm that Kingdom Kelowna Project Limited Partnership assumes all terms and obligations as the "Developer" party in the Co-operative Carsharing Agreement between Modo Co-operative and Injoy Central (Kelowna) Development dated March 27, 2021.

Kingdom Kelowna Project Limited Partnership #360 – 3820 Cessna Drive, Richmond BC V7B 0A2

Authorized Signatory

-DocuSigned by:

Ean Tian EEABB506BA8E4C5... KAN TIAN

June 23, 2022

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CO-OPERATIVE CARSHARING AGREEMENT

THIS AGREEMENT made the 27 day of March , 2021

BETWEEN:

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

("Modo")

AND:

Injoy City Central (Kwlowna) Development 5671 Oakland St.

Vancouver, BC V5H1S1

V00101

Assumed by: Kingdom Kelowna Project Limited Partnership #360-3820 Cessna Drive, Richmond, BC V7B 0A2

("Developer")

WHEREAS:

A. Developer is the registered owner of those certain lands located in _1365 Belaire Ave. 1840 and 1850 Chandler st. <u>Kelowna</u>, in the Province of British Columbia and legally described as follows: <u>V</u>

PID: _____, legal lot description _Strata Plan K25 District Lot 137 and Lot 21 District Lot 137 Plan 10011_____, (the "Lands");

- B. Developer has undertaken the development of a strata residential development (the "Development") on the Lands;
- C. It is intended that upon the completion of construction of the Development, the Lands will be subdivided by way of a strata plan (the "Strata Plan") pursuant to the Strata Property Act (British Columbia) in order to create approximately one hundred and five (105) residential strata lots (collectively, the "Strata Lots", and each a "Strata Lot");
- D. Modo is a member-owned co-operative that facilitates carsharing for individuals and businesses as an alternative to privately-owned automobiles;
- E. As a condition of approving the Development, the municipality of Kelowna in British Columbia (the "Municipality") requires Developer to provide one (1) co-operative vehicle (the "Shared Vehicle") in connection with the Development and to be

Page 1 of 16

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available as part of a service to share the use of the Shared Vehicle (the "Carsharing Program");

- F. In addition, the Municipality requires Developer to designate one (1) parking space at the Development for the exclusive use of the Shared Vehicle (the "Shared Vehicle Parking Space" as set out in Schedule A hereto) in compliance with the construction standards for shared vehicle parking space as set out in Schedule B hereto and free-of-charge to Modo;
- G. Modo will deliver the Shared Vehicle to the Shared Vehicle Parking Space and will make the Shared Vehicle available for use in accordance with the terms of this Agreement;
- H. Modo will, at its cost, operate, maintain, repair and insure the Shared Vehicle and administer the service to share the Shared Vehicle (collectively, the "**Services**");
- Developer and Modo intend that the Shared Vehicle will be available for use by all members of Modo (collectively, the "Modo Members" and each a "Modo Member"), including the residents of the Development who become Modo Members; and
- J. Developer and Modo wish to set out in this Agreement the terms and conditions of the Carsharing Program as it pertains to the Development.

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

ARTICLE 1 - DEFINITIONS

- 1.1 Definitions. In this Agreement, the following terms have the following meanings:
 - (a) "Agreement" means this agreement, any schedules attached hereto which are referred to in this agreement, and every properly executed instrument which by its terms amends, modifies, supplements, or extends this agreement;
 - (b) "Carsharing Program" has the meaning set out in Recital E;
 - (c) **"Commencement Date**" means the date on which the Occupancy Permit is issued by the Municipality;
 - (d) **"Developer**" means the party defined as Developer on the first page of this Agreement and any of its heirs, executors, administrators, successors, assigns, subsidiaries or nominees who may assume the right, title or interest in the Development and/or this Agreement from

Page 2 of 16



Developer named herein, and expressly includes any party which may manage or operate the Development for Developer from time to time;

- (e) **"Development**" has the meaning set out in Recital B;
- (f) **"Estimated Occupancy Date**" has the meaning set out in section 3.5;
- (g) "EV Station" means one (1) electric vehicle charging station to be provided, installed, maintained and replaced by Developer, at Developer's sole cost, to be used for the sole purpose of charging the Shared Vehicle, and to be located next to the Shared Vehicle Parking Space;
- (h) "Lands" has the meaning set out in Recital A;
- (i) **"Mediator**" means a member in good standing of the Arbitrators Association of British Columbia or Mediate BC;
- (j) "Membership Holder" means the Strata Corporation;
- (k) "Membership Obligations" means and includes any and all obligations or liabilities that a member of Modo or other person who participates in Modo's activities, including any Resident (as defined below), may have or incur to Modo or any other member of Modo or any other person as a result of or in connection with such membership in Modo, participation in the activities of Modo, use of Modo's vehicles, or otherwise associated with the ownership of shares of Modo including, without limiting the generality of the foregoing, the obligation to pay any fee, monthly administrative fee, charge, fine or other cost to Modo or any other person;
- (I) "Membership Shares" means membership shares in Modo;
- (m) "Municipality" has the meaning set out in Recital E;
- (n) **"Occupancy Permit**" means the first occupancy permit issued by the Municipality in respect of the Development;
- (o) "Partnership Membership" means the Membership Holder membership in Modo by way of ownership of the Subject Shares (as defined in section 2.1);
- (p) "Partner User" means a Resident (as defined below) of the Development who benefits from Modo membership privileges by way of the Partnership Membership;
- (q) **"Project Fee**" has the meaning set out in section 2.1;
- (r) **"Rental Agreement**" mean a tenancy agreement or similar agreement between the owner(s) of a Strata Lot and the tenant or occupant of a



Strata Lot with respect to the occupancy of such Strata Lot for any length of time;

- (s) "Residents" means, collectively, the residents of the Development and "Resident" means any one of them and, for greater certainty, "Residents" includes any of the following persons who are residents of the Development: owners of Strata Lots and tenants of Strata Lots;
- (t) "Shared Vehicle Minimum Term" means the term of three (3) years for the Shared Vehicle, commencing from the later of the Commencement Date or the first date that the Shared Vehicle is made available for use by Modo Members at a Shared Vehicle Parking Space;
- (u) "Shared Vehicle" has the meaning set out in Recital E;
- (v) "Strata Corporation" means the strata corporation to be formed pursuant to the Strata Property Act upon deposit of the Strata Plan at the Kamloops Land Title Office;
- (w) "Development" has the meaning set out in Recital B;
- (x) "Lands" has the meaning set out in Recital A;
- (y) **"Strata Lots**" has the meaning set out in Recital C, and **"Strata Lot**" means any one of them;
- (z) "Strata Plan" has the meaning set out in Recital C;
- (aa) "*Strata Property Act*" means the Strata Property Act (British Columbia), as amended from time to time;
- (bb) "Subject Shares" has the meaning set out in section 2.1;
- (cc) **"Sustainable Usage Levels**" means the level of use of the Modo vehicles by members that remains cost-effective to meet Modo's usage goals; and,
- (dd) "Term" means the term of this Agreement as described in section 9.1.

ARTICLE 2 - PROJECT FEE

- 2.1 At least sixty (60) days prior to the date Developer anticipates that the Occupancy Permit will be issued, Developer will pay to Modo the aggregate sum of \$29,500.00 inclusive of taxes and fees (the "**Project Fee**"), representing the following:
 - (a) \$1,000.00 for the purchase of one hundred (100) Membership Shares (the "**Subject Shares**"); and



- (b) \$28,500.00 for the purchase of the Shared Vehicle.
- 2.2 If the Occupancy Permit is issued later than the year 2022, the Project Fee will increase by 4% for each year thereafter, on January 1st of such year and until the Occupancy Permit is issued, including the year the Occupancy Permit is issued.
- 2.3 Upon payment of the Project Fee, Modo will issue the Subject Shares and will issue a receipt to Developer confirming payment of the Project Fee to Modo.
- 2.4 Developer agrees that Modo will not be under any obligation whatsoever to provide the Services or issue the Subject Shares if Modo has not received full payment of the Project Fee from Developer by the required deadline set out in section 2.1 of this Agreement.

ARTICLE 3 - BENEFITS AND OBLIGATIONS OF DEVELOPER

- 3.1 Developer agrees to designate the Shared Vehicle Parking Space for the exclusive use of Modo, in compliance with the standards set out in Schedule B and free-of-charge to Modo during the Term of this Agreement.
- 3.2 Developer agrees that throughout the Term of this Agreement, subject to section 11.5, the Shared Vehicle Parking Space will be accessible to and exclusively useable by Modo Members on a 24 hours a day, 7 days a week basis.
- 3.3 Developer permits Modo to directly authorize removal of unauthorized vehicles parked in the Shared Vehicle Parking Space through the towing company contracted by Developer, or a towing company of Modo's choice in the event there is not a designated contractor or if that contractor is unavailable. The unauthorized vehicle(s) parked in the Shared Vehicle Parking Space would be removed at the vehicles owners' risk and expense.
- 3.4 Developer will ensure that the EV Station is operational and available for the exclusive use of Modo from the Commencement Date.
- 3.5 At least sixty (60) calendar days prior to the date Developer anticipates that the Occupancy Permit will be issued, Developer will provide written notice to Modo of such estimated date (the "Estimated Occupancy Date").
- 3.6 Promptly upon issuance of the Occupancy Permit, Developer will further provide Modo with written notice of the Commencement Date.
- 3.7 Subject to section 11.4 herein, Developer will cause bylaws in the form attached hereto as Schedule C to be included with the bylaws filed with the stratification documents of the Strata Corporation.



ARTICLE 4 - ASSUMPTION BY MEMBERSHIP HOLDER

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

ARTICLE 5 - BENEFITS AND OBLIGATIONS OF THE MEMBERSHIP HOLDER

- 5.1 The parties agree that the Subject Shares will be registered in the name of the Membership Holder. The Membership Holder will be the legal owner of all the Subject Shares, and their beneficial interest will vest in the Residents of the Development in accordance with this Agreement.
- 5.2 The Subject Shares, and the benefit of the Partnership Membership, will not be allocated or divided in any manner as between the Residents, and there will be no limit on the number of Residents of any given Strata Lot that may apply to be Partner Users at any given time (subject to the overall limit on the number of Partner Users set out in section 6.1).
- 5.3 Residents will not automatically become Modo Members and must apply to join Modo and meet Modo's membership requirements in order to be eligible to use the Shared Vehicle and participate in the Carsharing Program.
- 5.4 Subject always to section 5.3, a Resident may only have the benefit of the Partnership Membership for as long as the Resident is actually residing within a Strata Lot and, for greater certainty, an owner of a Strata Lot is not a Resident for the purposes of this Agreement, and is not entitled to the benefit of the Partnership Membership, unless such owner is actually residing in a Strata Lot.
- 5.5 No Resident has any right to require Modo to redeem any Subject Shares held by the Membership Holder for the benefit of such Resident or to receive any amount that may be payable upon the redemption thereof.
- 5.6 Each Resident will be responsible for and will indemnify and save Developer and the Membership Holder and their respective subsidiaries, successors and assigns

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harmless from any and all Membership Obligations incurred and any and all actions, causes of action, costs or claims of whatsoever type or nature levied or made by Modo or by any other person as a result of or in connection with such Resident's participation in the Services or otherwise associated with the Subject Shares of, or membership in, Modo held by the Membership Holder or its affiliates, subsidiaries, successors or assigns for the benefit of such Resident.

- 5.7 Every six (6) calendar months during the Term of this Agreement (commencing on the date that is six (6) months after the Commencement Date), Modo will provide the Strata Corporation in writing with the name of each Partner User.
- 5.8 Within thirty (30) calendar days after receipt of the information, referred to in section 5.7, the Strata Corporation will confirm to Modo in writing which Partner Users have ceased to be Residents of their respective Strata Lots, and Modo will cancel such Partner Users' benefits of the Partnership Membership and such former Residents will cease to be Partner Users.
- 5.9 The Strata Corporation will use reasonable commercial efforts to cause Residents of the Strata Lots who are Partner Users to comply with the Strata Corporation's bylaws applicable to the Partnership Membership and/or the Carsharing Program, including those bylaws set out in Schedule C to be incorporated into the bylaws of the Strata Corporation.
- 5.10 Modo will be the sole provider of the Carsharing Program in respect of the Shared Vehicle during the Term of this Agreement.
- 5.11 The Strata Corporation agrees to pay for the electricity withdrawn from the EV Station when due and Modo will reimburse the Strata Corporation in accordance with section 6.11.
- 5.12 No Membership Holder will be liable hereunder for any breach of this Agreement by any other Membership Holder, and any Membership Holder which breaches this Agreement will be solely liable for such breach.

ARTICLE 6 - BENEFITS AND OBLIGATIONS OF MODO

- 6.1 Modo agrees that the Partnership Membership will allow up to a maximum of fifty-nine (59) Residents to be Partner Users at any given time. For greater certainty, once the foregoing number of Partner Users has been reached, no other Resident may become a Partner User unless an existing Partner User ceases to be a Partner User.
- 6.2 Any number of Residents of any given Strata Lot may apply to Modo to become Partner Users, and each such Resident who becomes a Partner User will count as a separate Partner User for the purposes of the limit set out in section 6.1.



- 6.3 Modo will use the Project Fee, less the amount required to purchase the Subject Shares, to purchase one (1) new four-wheeled automobile with electric motorization for use as the Shared Vehicle, and will, forthwith upon the purchase of the Shared Vehicle, provide Developer with a copy of the Shared Vehicle's registration evidencing that the Shared Vehicle is registered in the name of Modo together with proof of insurance.
- 6.4 Modo will deliver the Shared Vehicle to the Shared Vehicle Parking Space and will make the Shared Vehicle available for use by the Modo Members in accordance with the terms of this Agreement and pursuant to the deployment sequence of the Shared Vehicle (the **"Shared Vehicle Deployment Sequence"**) as set out in Schedule D hereto.
- 6.5 In the event that the Occupancy Permit is not issued within thirty (30) days after the Estimated Occupancy Date, Modo reserves the right to park the Shared Vehicle at another location suitable for its use within the Carsharing Program and make it available for use by Modo Members, provided always that Modo will deliver the Shared Vehicle to the Shared Vehicle Parking Space by no later than the date(s) set out in the Shared Vehicle Deployment Sequence.
- 6.6 Modo agrees to provide the Shared Vehicle for the use of Modo Members and to cause the Shared Vehicle to be parked in the Shared Vehicle Parking Space at all times when not in use by a Modo Member and when not being repaired or serviced. For greater certainty, Modo will not be responsible for any costs in respect of the use of and access to the Shared Vehicle Parking Space during the Term of this Agreement, including, without limitation, the maintenance of the Shared Vehicle Parking Space.
- 6.7 Notwithstanding the foregoing, Modo must promptly and at its own expense clean up any oil or other substance which spills or leaks from a Shared Vehicle into or onto any part of the Development, failing which Developer may clean up such spill or leak, and Modo will, forthwith on demand reimburse Developer for the cost thereof.
- 6.8 Modo will at its sole expense install appropriate signage on the Shared Vehicle Parking Space for the Shared Vehicle.
- 6.9 Modo will be solely responsible for providing and paying for the Services, including but not limited to the operation, administration, maintenance, repair, replacement and insurance costs in respect of the Shared Vehicle and the Carsharing Program in a prudent manner. If the Shared Vehicle is damaged beyond repair during the Shared Vehicle Minimum Term, then Modo will promptly replace such Shared Vehicle with a vehicle of at least equivalent value and function and such replacement vehicle will constitute the Shared Vehicle for all purposes hereunder.

- 6.10 Modo acknowledges and agrees that Developer will not be responsible for any costs associated with the Shared Vehicle, the Carsharing Program or the Services, including, without limitation, any applicable taxes or delivery fees in respect of the purchase of the Shared Vehicle or any user or membership fees of any of the Residents, other than the payment of the Project Fee and the use of and access to the Shared Vehicle Parking Space and EV Station.
- 6.11 Modo will reimburse the Strata Corporation the amount paid by the Strata Corporation for the electricity withdrawn from the EV Station, based on data logs and reports from the EV Station. The reimbursement will be made in arrears on a yearly basis, starting on the Commencement Date or such other date as may be agreed upon by the Strata Corporation and Modo.
- 6.12 Modo reserves the right to temporarily relocate the Shared Vehicle parked in the Shared Vehicle Parking Space if access to the Shared Vehicle Parking Space is not provided in accordance with section 3.2 for a duration greater than twentyfour (24) consecutive hours and until access to the Shared Vehicle Parking Space has been re-established in accordance with section 3.2. Promptly following access being re-established Modo will relocate the Shared Vehicle back to the Shared Vehicle Parking Space.
- 6.13 Modo reserves the right to temporarily relocate the Shared Vehicle parked in the Shared Vehicle Parking Space if access to the EV Station is not provided in accordance with section 3.4 for a duration greater than twenty-four (24) consecutive hours and until access to the EV Station has been re-established in accordance with section 3.4. Promptly following access being re-established Modo will relocate the Shared Vehicle back to the Shared Vehicle Parking Space.
- 6.14 Modo will provide orientation to all Residents wishing to participate in the Carsharing Program or use Modo vehicles.
- 6.15 Modo will provide Developer with marketing materials to promote participation in the Services to Residents and prospective residents of the Development.
- 6.16 Modo represents and warrants that there are no other obligations associated with the holding of the Subject Shares beyond those which are contemplated in this Agreement, in the rules and policies of Modo regarding its shares, or at law.

ARTICLE 7 - MARKETING AND MONITORING

- 7.1 Modo acknowledges that the premises within the Development will be occupied by Residents that will change over time.
- 7.2 Modo will establish a marketing program (the "**Marketing Program**") where Modo will credit \$100 of driving credits ("**Driving Credits**") to the Modo account of each Resident who becomes a Modo Member for the first time, which Driving



Credits will only be applied to fees for usage of Modo vehicles, for the duration of the Shared Vehicle Minimum Term.

- 7.3 Throughout the duration of the pre-sale, sale and initial occupancy phases of the Development, Developer agrees to communicate the benefits of the Carsharing Program to prospective residents and Residents. This will be done through Developer's existing communications channels such as email, website, collateral, sales agents and property managers, with the intent to raise awareness and usage of the Services, and with the information and materials in support provided by Modo, including:
 - (a) a short description of Modo and offer for the Residents on the Development's website;
 - (b) to the extent permitted by law, a direct email or mail to the Residents once the first Residents have moved in the Development, with a link to a dedicated "welcome" page on Modo's website;
 - (c) to the extent permitted by law, a follow up direct email or mail to the Residents six (6) months after the first Residents have moved in the Development, with a link to a dedicated "welcome" page on Modo's website; and
 - (d) a small notice (sticker or poster) in a prominent location (i.e. elevator, community room), providing a short description of the offer for Residents,

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

- 7.4 During the Term of this Agreement, Developer and Modo will allow use of each other's graphics in advertising and promotional activities conducted by either party. Such use of graphics must be in a manner whereby the graphics remain in their original form and each party will use the most recent version of the other party's graphics (as approved by the party in writing).
- 7.5 Developer and Modo will only use each other's wordmarks, logos or trade names during the Term of this Agreement solely in connection with activities relating to the Development. Any other use must receive the prior written approval of each party (by mail or electronic mail).
- 7.6 The Membership Holder will permit Modo to monitor the impacts of its Services by facilitating the administration of monitoring measures including, but not limited to (and to the extent permitted by law), the distribution of emails, surveys and questionnaires for the Residents relative to the Services, provided that the Residents, in their sole discretion, may elect not to participate in any such monitoring measures.



ARTICLE 8 - SECURITY INTEREST

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

ARTICLE 9 - NO FIXED TERM

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

ARTICLE 10 - MUTUAL REPRESENTATIONS

- 10.1 Each Party represents and warrants to the other that:
 - (a) it is an entity duly organized and validly existing under the laws of its jurisdiction of organization or incorporation;
 - (b) it has the requisite corporate power and authority to enter into this Agreement and to carry out the transactions contemplated by this Agreement; and
 - (c) this Agreement has been duly executed and delivered on its behalf and constitutes a legal, valid and binding obligation, enforceable against it in accordance with its terms.

ARTICLE 11 - TERMINATION AND AMENDMENT

- 11.1 Developer and Modo agree that, if after execution of this Agreement, Developer does not receive approval for a development permit, a building permit or any other permit necessary to construct and complete the Development from the Municipality then Developer will give notice of same and thereafter this Agreement will be terminated and both parties will be relieved of their obligations herein, except as expressly set out herein.
- 11.2 No amendment, addition, deletion or other modification to this Agreement will be effective unless in writing and signed by each party.
- 11.3 During the Shared Vehicle Minimum Term, this Agreement may not be amended or terminated without the prior written consent of the Director of Engineering and Public Works of the Municipality.

- 11.4 Notwithstanding sections 11.2 and 11.3, Modo reserves the right to make reasonable amendments to the rules governing the Membership Shares and ownership of the Subject Shares as set out in Schedule C so long as such changes apply equally to each group of Residents. Upon any amendments, Modo will immediately notify the Membership Holder, following which the Membership Holder will notify the Residents of such amendments.
- 11.5 Developer and Modo agree that, if the usage of the Shared Vehicle falls below Sustainable Usage Levels, and only after the Shared Vehicle Minimum has expired, Modo may exercise its right, in its sole discretion, to: (i) replace the Shared Vehicle with any vehicle of Modo's choice, or (ii) relocate the Shared Vehicle from the Shared Vehicle Parking Space, in each case so as to ensure that the terms of the Agreement are not oppressive to Modo or its members.
- 11.6 In the event of relocation of the Shared Vehicle pursuant to section 11.5, then the Shared Vehicle Parking Space will no longer need to be made available to Modo and section 5.10 will cease to apply, and Modo will not be obligated hereunder to provide the Services or make the Shared Vehicle available for use of Partner Users, but, for greater certainty, the Partnership Membership will continue in effect. For the avoidance of doubt, in the event of a replacement of the Share Vehicle pursuant to section 11.5, this section 11.6 will not apply.
- 11.7 If the Development is destroyed and not rebuilt in a form substantially similar to the original buildings, Modo or the Membership Holder may terminate this Agreement and in such case Modo will cancel the Subject Shares held by the Membership Holder, and the Membership Holder will not be entitled to a refund of the purchase price paid for the Subject Shares or any part thereof.
- 11.8 Either party will have the right to terminate this Agreement forthwith on the dissolution, winding up or bankruptcy of the other party.

ARTICLE 12 - DEFAULT

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

ARTICLE 13 - DISPUTE RESOLUTION

- 13.1 If a dispute arises between the parties in connection with this Agreement, then Developer and Modo agree to use the following procedure to resolve the dispute:
 - (a) if the dispute remains unresolved for thirty (30) calendar days after a notice of dispute has been issued as per subsection 14.1 (b)., or if a default is not cured within thirty (30) calendar days after either party

С

Kelowna

City of

ATTACHMENT

Planner

KB Initials

This forms part of application # DP20-0122 DVP20-0123



notifies the other of such default, the parties will agree upon and appoint a Mediator for the purpose of mediating such dispute. The appointment of the Mediator will be carried out in accordance with the terms and conditions of an agreement to be entered into between the parties and the Mediator which will set out the terms of reference for the engagement of the Mediator. If the parties fail or neglect to agree upon a Mediator within ten (10) calendar days, the Mediator will be appointed by reference to a Judge of the Supreme Court of British Columbia. No one will act as a Mediator who has any direct or indirect interest in the subject matter of the Agreement or any direct or indirect interest in the parties to this Agreement;

- (b) the party initiating the dispute will send a notice of dispute in writing to the other party which notice will contain the particulars of the matter in dispute and the relevant provisions of the Agreement. The responding party will send a notice of reply in writing to the other party to the dispute within ten (10) days after receipt of the notice of dispute, setting out particulars of its response and any relevant provisions of the Agreement;
- (c) after a period of ten (10) days following receipt of a responding party's written notice of reply, the parties will request the Mediator to assist the parties to reach agreement on any unresolved dispute. The Mediator will conduct a non-binding mediation of the dispute according to the rules and procedures as determined by the Mediator;
- (d) if the dispute has not been resolved within ten (10) days after the Mediator was requested under subsection 14.1. (a). to assist the parties to reach an agreement, or within such further period agreed to by the parties, the Mediator will terminate the mediated negotiations by giving notice in writing to both parties;
- (e) except for claims for injunctive relief, all claims, disputes and other matters in question between the parties to the Agreement arising out of or relating to this Agreement which are not resolved by use of the Mediator, will be decided by final and binding arbitration before a single arbitrator (the "Arbitrator") in accordance with the Arbitration Act (British Columbia). The parties will agree upon the Arbitrator within fifteen (15) days of the Mediator terminating the mediated negotiations. Failing such agreement between the parties, such Arbitrator will be finally chosen by reference to a Judge of the Supreme Court of British Columbia. The Arbitrator will not have any direct or indirect interest in the subject matter of the Development or any direct or indirect interest in either party of subsidiaries of the parties to this Agreement. No arbitration arising out of or relating to this Agreement will include, by consolidation or joinder or in any other manner, an additional person not a party to this Agreement, except by written consent containing specific reference to this Agreement and signed by each party and any



other person sought to be joined. This provision will be specifically enforceable in any Court of competent jurisdiction;

- (f) the parties covenant and agree that the Arbitrator appointed hereunder has the power, among other things, to specifically declare that a party to this Agreement is in default of the terms of the Agreement and, in appropriate circumstances, declare that the Agreement is terminated and award damages for breach of contract or otherwise;
- (g) the award rendered by the Arbitrator will be final and binding upon the parties, and judgment may be entered upon it in accordance with applicable law in any Court having jurisdiction within the Province of British Columbia;
- (h) unless otherwise agreed in writing by the parties, the parties will continue to meet their obligations under this Agreement while the mediation and arbitration processes are continuing; and
- (i) the parties will each bear their own costs in connection with the foregoing and all costs of the arbitration (including the Mediator and the Arbitrator) will be shared equally by the parties.
- 13.2 The dispute resolution provisions herein will survive termination of this Agreement.

ARTICLE 14 - NOTICES

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

(a) Developer:

- ___Injoy City Central (Kelowna) Group Development_____
- Email: <u>yuming7713@outlook.com</u> (Chinese language) or <u>Ray@pvwest.ca</u> (English language)______

Assumed by:

(Both English)

Partnership email:

Kingdom Kelowna Project Limited

jesse.wang@kingdomcanada.com

or: calvin@kingdomcanada.com

- Modo
- 200 470 Granville Street, Vancouver, BC, V6C 1V5
- Email: info@Modo.coop
- 14.2 All notices will be deemed to have been delivered on the date of delivery, if delivered, and on the next business day following their posting in B.C. or emailing.

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

ARTICLE 15 - ASSIGNMENT

15.1 Neither party will transfer or assign this Agreement to any other party without the prior written consent of the parties to this Agreement, which consent will not be unreasonably withheld. Notwithstanding the foregoing, Developer may assign this Agreement to the Strata Corporation without Modo's prior consent but on notice to Modo.

ARTICLE 16 - INDEMNITY

16.1 Each party agrees to indemnify and save harmless the other party from and against all losses, costs, damages, suits, actions, causes of action, claims or demands in any way resulting from, connected with or arising out of the first party's breach of its obligations under this Agreement. This section 17.1 will survive the termination of the Agreement.

ARTICLE 17 - GENERAL

- 17.1 Nothing in this Agreement nor the acts of the parties will be construed, implied or deemed to create an agency, partnership or joint venture relationship between the parties. Neither party has the right or authority to, and will not, assume or create any obligation of any nature whatsoever on behalf of the other party or bind the other party in any respect whatsoever.
- 17.2 This Agreement constitutes the entire agreement between the parties with respect to the subject-matter hereof and cancels and supersedes any prior understandings and agreements between the parties with respect thereto. There are no representations, warranties, terms, conditions, undertakings or collateral agreements, express, implied or statutory, between the parties other than as expressly set forth in this Agreement.
- 17.3 Any provision of this Agreement that is or becomes unenforceable will be unenforceable to the extent of such unenforceability without invalidating the remaining provisions hereof. To the extent permitted by applicable law, each of the parties hereby waives any provision of law that renders any provision hereof unenforceable in any respect.
- 17.4 Any waiver or consent will be effective only in the instance and for the purpose for which it is given. A failure to enforce any breach of this Agreement by any party does not constitute a waiver of such breach or any provision of this Agreement by such party.

- ATTACHMENT C This forms part of application # DP20-0122 DVP20-0123 City of Planner Initials KB
- 17.5 This Agreement will enure to the benefit of and be binding upon the parties and their heirs, executors, administrators, personal representatives, respective successors and permitted assigns.
- 17.6 The parties will at all times do, execute, acknowledge and deliver such acts, deeds, agreements and other instruments as may be reasonably necessary or desirable to give full force and effect to the terms of this Agreement.
- 17.7 This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia, and the federal laws of Canada applicable therein and each party irrevocably attorns to the exclusive jurisdiction of the courts of the Province of British Columbia.
- 17.8 This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original and all of which taken together will be deemed to constitute one and the same instrument. Delivery of an executed counterpart of this Agreement by facsimile or electronic means will be equally effective as delivery of a manually executed counterpart thereof.

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

By Modo:

MODO CO-OPERATIVE, by its authorized signatory

By:

Name: Title:

By Developer:

authorized signatory By: Anticipation of the signatory Name: Juming Yu

Injoy City Central (Kelowna) Group Development

Title: Director

Assumed by: Kingdom Kelowna Project Limited Partnership #360-3820 Cessna Drive, Richmond, BC V7B 0A2

BY: kan Tian NAME: Kan^ampan^a^{864C5...} Title: Director Page 16 of 16

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SCHEDULE A SHARED VEHICLE PARKING SPACE FOR SHARED VEHICLE

[Plan to be inserted showing location of parking space]

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SCHEDULE B CONSTRUCTION STANDARDS FOR SHARED VEHICLE PARKING SPACE

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

1. General

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

2. Dimensions

The Shared Vehicle Parking Space dimensions shall be standardized:

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

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

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

3. Location

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

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

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

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4. Access

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

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

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

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

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

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

5. Maneuverability

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

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

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

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

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6. Signage

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

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

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

7. Lighting

The Shared Vehicle Parking Stall shall be illuminated to the satisfaction of the Director of Engineering and Public Works of the municipality where the Shared Vehicle Parking Space is being constructed with:

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

8. Connectivity

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

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

9. Electric Vehicle charging infrastructure

The Shared Vehicle Parking Space shall be provided with an energized electrical outlet capable of providing Level 2 charging (240 Volts/30 Amps) or higher to the Shared Vehicle Parking Space.

If the Shared Vehicle is an electric vehicle, then a Level 2 electric vehicle charging station shall be supplied and installed in the Shared Vehicle Parking Space. The Level 2 electric vehicle charging station shall have (i) access control using RFID cards and (ii)



networking/telematic functions to remotely monitor and collect utilization data.

(e.g. ChargePoint CPF50 - https://chargepoint.ent.box.com/v/CPF50-Multifamily-DS-EN-US)

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SCHEDULE C

MODO CO-OPERATIVE MEMBERSHIP SHARES BYLAW TO BE INCORPORATED INTO THE BYLAWS OF THE STRATA CORPORATION

- 1. In this bylaw ___, the following terms have the following meanings:
 - (a) "Membership Holder" means the Strata Corporation;
 - (b) "Modo" means Modo Co-operative;
 - (c) "**Residents**" means, collectively, residents of strata lots in the Development, and each such resident is referred to herein as a "**Resident**";
 - (d) "Strata Corporation" means the strata corporation for the Development; and
 - (e) "Development" means the residential Development known as ______ located at _____, British Columbia.
- 2. The Strata Corporation has assumed, or will assume, an agreement (the "Cooperative Carsharing Agreement") with Modo whereby Modo has issued the Membership Holder membership shares (the "Modo Shares") in Modo for the benefit of Residents, as set out in the Co-operative Carsharing Agreement, so Residents can benefit from Modo membership privileges without the need to themselves pay Modo membership fees.
- 3. Membership Holder will be the legal owner of the Modo Shares, and a certain number of Residents, as further set out in the Co-operative Carsharing Agreement, can, on a continuing basis, enjoy the benefits of Modo Shares subject to meeting Modo's eligibility requirements as set out on Modo's website from time to time.
- 4. Residents exercising the rights and benefits of Modo membership by way of the Modo Shares owned by the Membership Holder (each such Resident is referred to herein as a "**Partner User**" and, together "**Partner Users**") benefit from the same price plan for usage of Modo vehicles as shareholders of Modo and are not granted voting rights.
- 5. Each Resident may apply to become a Partner User, provided that membership privileges are granted to applying and eligible Residents on a first-come, first-served basis.
- 6. Each Resident will be responsible for and will save the Membership Holder and their respective subsidiaries, successors or assigns harmless from any and all its obligations incurred and any and all actions, causes of action, costs or claims of whatsoever type or nature levied or made by Modo or by any other person as a result of or in connection with such Resident's use of Modo services or otherwise associated with the Modo Shares of, or membership in, Modo held by the

Page 1 of 4



Membership Holder or their respective subsidiaries or any successors or assigns for the benefit of such Resident.

- 7. Residents may make use of Modo vehicles, pursuant to the Co-Operative Carsharing Agreement and pursuant to the policies and rules of membership in Modo.
- 8. In order for a Resident to become a Partner User, the Resident must apply to Modo, such application including but not limited to the following:
 - (a) The Resident, if a holder of a driver's licence issued in British Columbia, Canada, must prove current residency at the Development by providing Modo with a copy of its current driver's records indicating the Resident's address within the Development;
 - (b) The Resident, if a holder of a driver's licence issued outside of British Columbia, Canada, must prove current residency at the Development by providing Modo with a copy of a bill indicating the name of the Resident and the Resident's address within the Development; and
 - (c) The Resident must provide contact information and any other information required by Modo regarding the Resident that would allow Modo to determine if the Resident qualifies to exercise the rights and benefits of membership as provided herein and by the rules and policies of Modo as posted on its website and updated from time-to-time.
- 9. A Resident eligible for a membership in Modo may only exercise the rights and benefits of membership in Modo if such Resident would otherwise qualify and/or meet the requirements for those rights and benefits as posted on Modo's website and updated from time-to-time.
- 10. If at any time a Resident does not meet the criteria for the rights and benefits of membership in Modo, then the Resident may not exercise any Modo membership rights and benefits until such time that the Resident may again qualify for the rights and benefits of membership according to the rules for such membership as set out herein and in the rules and policies of Modo.
- 11. Except as provided in these bylaws, the benefits of Modo membership may only be exercised by Residents who actually reside in a strata lot located in the Development, and the benefits may not under any circumstances be assigned, transferred or sold by Residents except as provided herein.
- 12. The Modo Shares owned by the Membership Holder attach to the strata lots within the Development, and the beneficial interest in the Modo Shares vests in the Residents. Residents who no longer reside in the Development will also lose the benefit of the Modo Shares owned by the Membership Holder.

Page 2 of 4



- 13. Every six (6) calendar months, Modo will provide to the Strata Corporation, in writing, the names of all Partner Users that are, according to Modo's records, residents of the Development. Within thirty (30) calendar days after receipt of this information, the Strata Corporation will inform Modo in writing which Partner Users have ceased to be residents of the Development, and unless otherwise advised, Modo will cancel the former Residents' beneficial interest in the Modo Shares owned by the Membership Holder.
- 14. No Resident is entitled to compensation or a refund of the Modo Shares purchase price upon the transfer of any share or benefit as provided herein, and no Resident may demand or otherwise require Modo to refund or redeem the Modo Shares.
- 15. Partner Users may decide to cease exercising the benefits of the Modo Shares owned by the Membership Holder, but the Modo Shares remain at all times in the name of the Membership Holder and attach to the strata lots within the Development.
- 16. Modo reserves the right to revoke membership privileges of any Partner User who does not book a Modo vehicle for twelve (12) consecutive months.
- 17. Upon destruction of the Development, and if there is a decision to not rebuild the Development, then the Modo Shares and the purchase price therefor will be absolutely forfeited to Modo without right of compensation of any kind.
- 18. The bylaws in this bylaw ____ (collectively, the "**Modo Bylaws**") will automatically terminate in the event the Co-operative Carsharing Agreement is terminated.
- 19. If the Modo Bylaws are repealed or replaced by the Strata Corporation, without Modo's consent, such consent not to be unreasonably withheld or delayed, then, at the option of Modo, the right of Residents of the Development to be Partner Users and to exercise the rights and benefits of Modo membership by way of the Modo Shares owned by the Membership Holders may be suspended or terminated, without any compensation to the Strata Corporation or the Residents of the Development, provided however that Modo will continue to operate the car sharing program notwithstanding any such suspension or termination.

Page 3 of 4



SCHEDULE D SHARED VEHICLE DEPLOYMENT SEQUENCE

Commencement of Shared Vehicle deployment	Conditions for deployment of the Shared Vehicle
Within seven (7) days after the Commencement Date.	 Project Fee has been paid at least 60 days prior to the issuance of the Occupancy Permit; Shared Vehicle Parking Space is accessible as per sections 3.1 and 3.2 of this Agreement; and EV Station is accessible as per section 3.4.



SCHEDULE E SECURITY AGREEMENT

BY: MODO CO-OPERATIVE 200 - 470 Granville Street, Vancouver, B.C. V6C IV5

(the "Grantor")

IN FAVOUR OF:

(the "Secured Party")

WHEREAS:

A. The Secured Party has financed the acquisition by the Grantor of the following vehicle:

Make/Model: _____ Vehicle Identification Number:

(the "Shared Vehicle"); and

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

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

- 1. Security Interest in the Shared Vehicle. As security for the performance by the Grantor of its obligations set forth in the Co-operative Carsharing Agreement attached hereto (the "Co-op Car Agreement"), the Grantor grants to the Secured Party a security interest (the "Security Interest") in all of its present and future right, title and interest in and to the Shared Vehicle.
- 2. **Grant of Security Interest in Proceeds of Collateral.** The Grantor also grants the Secured Party a security interest in the proceeds derived directly or indirectly from any dealing with the Shared Vehicle, including but not limited to, accounts receivable, bills of exchange, insurance proceeds, chattel paper, intangibles, motor vehicles, and all other after acquired property constituting proceeds. The Grantor acknowledges that the Security Interest hereby created attaches upon the execution of this Security Agreement, that the value has been given and that the Grantor has rights in the Shared Vehicle.
- 3. **Use and Location of the Shared Vehicle.** The Grantor will not sell, lease or otherwise dispose of the Shared Vehicle without the prior written consent of the Secured Party and

Page 1 of 3



the Grantor will keep the Shared Vehicle in good condition, reasonable wear and tear excepted.

- 4. **No Liens on Shared Vehicle.** The Grantor will not permit any lien, charge, encumbrance or security interest (each, a "Lien") to attach to the Shared Vehicle which ranks prior to or equal with or could in any event rank prior to the equal with the rank of the Security Interest. The Grantor will not enter into any agreement with any person which would obtain prior or equal rank for any Lien over the rank of the 'Security Interest'.
- 5. **Name of Grantor.** The Grantor covenants not to change its name without giving fifteen (15) days' prior written notice to the Secured Party (so as to enable the Secured Party to amend its registration in respect of this Agreement and protect its rights hereunder).
- 6. **Default.** It will be a "Default" under this Agreement if:
 - (a) the Grantor breaches or fails to perform any of the terms, conditions, obligations or covenants to be observed and performed by the Grantor under the Co-op Car Agreement, and persists in such failure or breach after thirty (30) days' notice by the Secured Party requiring that the Grantor remedy such failure or breach,
 - (b) the Grantor commits an act of bankruptcy or becomes insolvent or files a proposal or a notice of intention to file a proposal,
 - (c) an assignment for the benefit of creditors under applicable bankruptcy or similar legislation is made or a petition is filed,
 - (d) an order is made, a resolution is passed, or any other step is taken for the bankruptcy, liquidation, dissolution or winding-up of the Grantor or for any arrangement or composition of its debts, or
 - (e) a receiver, receiver and manager or receiver-manager of the Grantor is appointed.
- 7. **Remedies.** The Security Interest is immediately enforceable, upon the occurrence of a Default, and the Secured Party, at its option, may exercise at any time following such Default any or all of the rights, remedies, privileges and powers available to it under this Agreement, the Personal Property Security Act (British Columbia) or any other applicable legislation. All rights, remedies, privileges and powers of the Secured Party hereunder are cumulative and no such right, remedy, privilege or power is exhaustive but is in addition to each other right, remedy, privilege and power of the Secured Party hereunder or under any other agreement, instrument or document now or hereafter existing at law or in equity or by statute.
- 8. **Costs of Enforcement.** The Grantor will be responsible for payment of all costs, charges and expenses (including legal costs on a solicitor and own client basis) of the Secured Party of and incidental to any proceeding taken to enforce the remedies of this Agreement.
- 9. **Loss, Injury or Destruction.** The loss, injury or destruction of the Shared Vehicle will not operate in any manner to release the Grantor from its obligations to the Secured Party under the Co-op Car Agreement.

Page 2 of 3



- 10. **Term**. The Security Interest granted hereunder will terminate and be of no further force and effect as of the expiry of the Shared Vehicle Minimum Term (as defined in the Co-Op Car Agreement) for the Shared Vehicle.
- 11. **Amendment.** This Agreement may be altered or amended only by an agreement in writing signed by the parties hereto.
- 12. **Binding Effect.** This Agreement will enure to the benefit of and be binding upon the heirs, executors, administrators, legal and personal representatives, successors and permitted assigns of the parties, as applicable.
- 13. **Governing Law.** This Agreement is governed by and will be construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein.
- 14. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original and all of which taken together will he deemed to constitute one and the same instrument.
- 15. **Execution by Electronic Means.** This Agreement may be executed by the Grantors and transmitted by facsimile or other electronic means, and when it is executed and transmitted this Agreement will be for all purposes as effective as if the Grantor had delivered an executed original Agreement.

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

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

_____,1 ______.

MODO CO-OPERATIVE, by its authorized signatory

By:

Name: Title:



DP20-0122 DVP20-0123 1840-1850 Chandler Street 1365 Belaire Avenue

Development Permit and Development Variance Permit Application

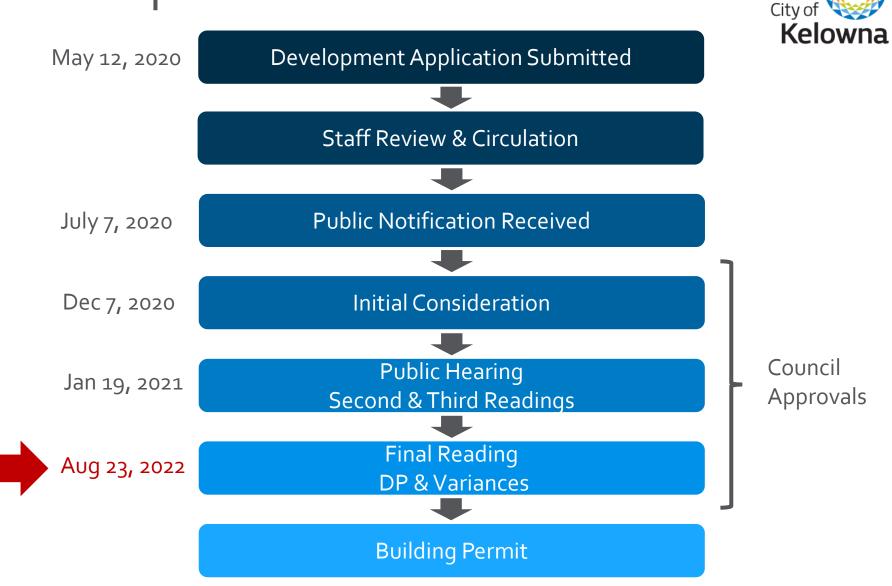


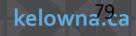
Proposal

To issue a Development Permit for the form and character of a multiple dwelling housing development and to issue a Development Variance Permit for maximum site coverage and minimum flanking side yard (north and south).



Development Process





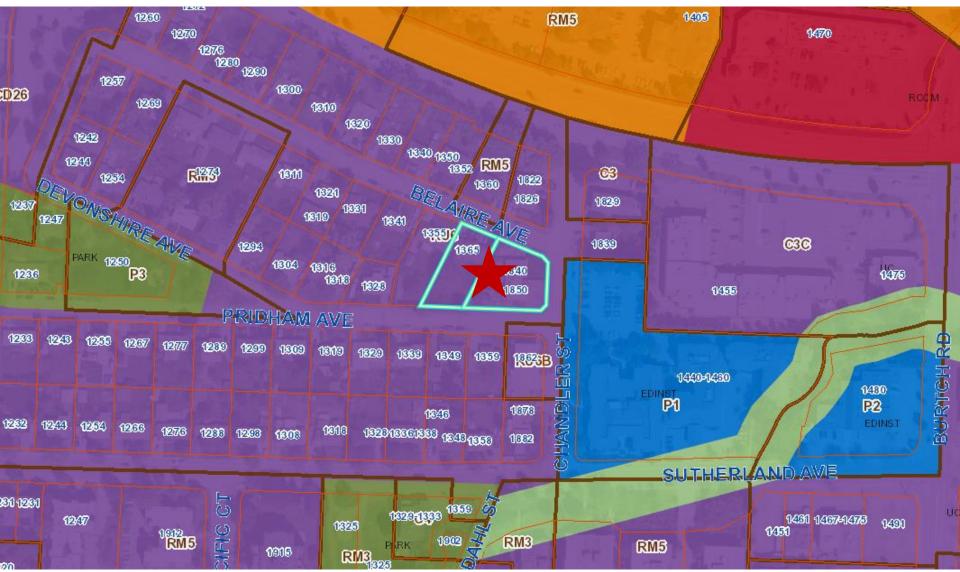
Context Map



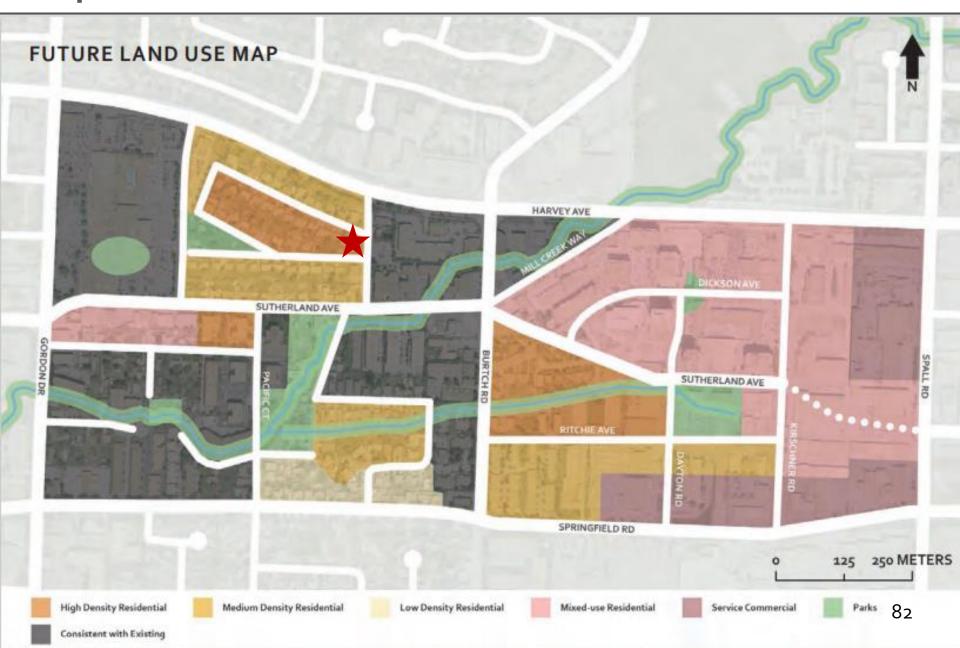
City of Kelowna

Biker's Paradise Daily errands & De accomplished on a bike.

Future Land Use (OCP) & Zoning



Capri-Landmark Future Land Use



Subject Property Map



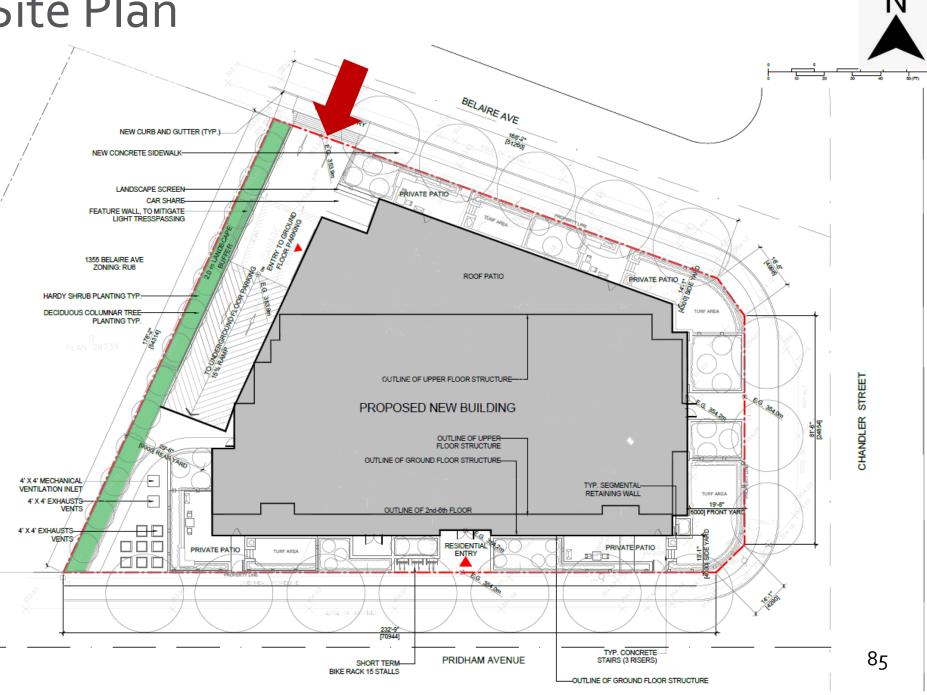
City of Kelowna

Technical Details

- Multiple Dwelling Housing development
 - Six-storey building
 - 90 units
 - 12 micro suites
 - 30 bachelor suites
 - 24 one- bedroom units
 - 22 two- bedroom units
 - 2 three-bedroom units
 - Surface (enclosed) and underground parking
 - One car share stall (at-grade and publicly accessible, and directly accessed from the drive aisle)
 - Outdoor patios or balconies for all units



Site Plan



Elevations (South)



Sale: 10% 11-0

Elevations (East)



Elevations (North)



HELEVATION

Elevations (West)



Balle UP+ TVP

Renderings



Renderings





City of Kelowna

Finish Schedule



1 RENDERING SOUTH VIEW



HARDIE PANEL

WOOD COLOR



WHITE







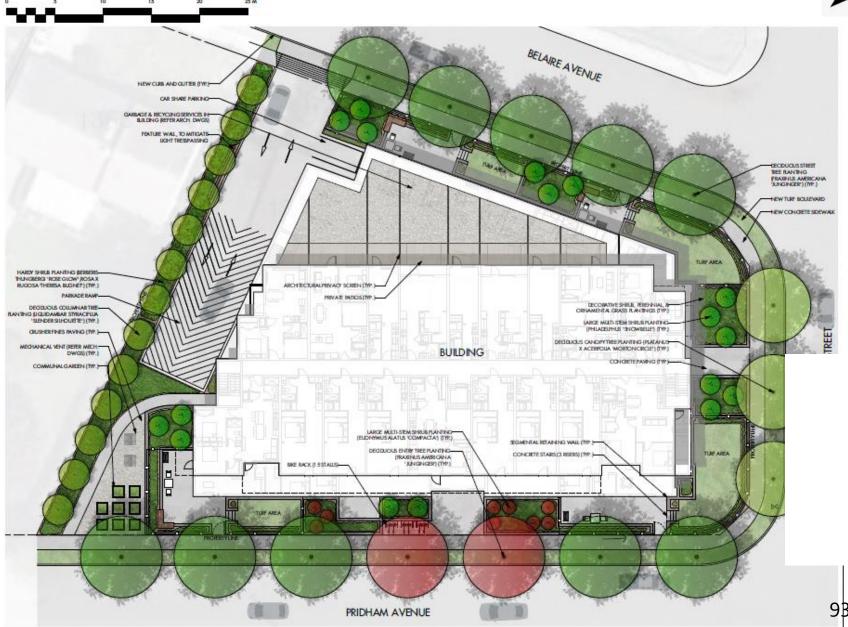
DARK GREY



LONG BOARD -WOOD

92

Landscape Plan

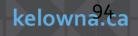




Variances

Maximum Site Coverage

- ▶ 50 % permitted, 61 % proposed
- Flanking Side Setbacks (North and South)
 - Belaire Ave (north)
 - ▶ 6.0 m required, 4.3 m proposed
 - Pridham Ave (south)
 - ▶ 6.0 m required, 4.0 m proposed
 - Applies to ground floor only, second floor is stepped back to meet setback requirements
- Not anticipated to cause negative impacts on adjacent properties

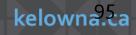




Development Policy

OCP Form and Character Design Guidelines

- Articulated building facades and design to break up the massing
- Active frontages and eyes on the street
- Capri-Landmark Urban Centre Plan
 - Prevent under-development of sites
 - Intensify existing residential neighbourhoods
 - Build a variety of multi-unit housing types and tenures
 - Promote the consolidation of single-detached lots





Staff Recommendation

- Staff recommend support for the DP & DVP application
 - Consistent with OCP Urban Design Guidelines
 - Supported by policies in the OCP and Capri-Landmark Urban Centre Plan





Conclusion of Staff Remarks





Date:	August 23, 2022			
То:	Council			
From:	City Manager			
Department:	Development Planning			
Application:	DP22-0054/DVP22-0056		Owner:	1288666 BC Ltd., Inc. No. BC1288666
Address:	630 Boynton Place		Applicant:	Meridian Development Inc.
Subject:	Development Permit and Development Variance Permit Application			
Existing OCP Designation:		C-NHD – Core Area Neighbourhood		
Existing Zone:		RM4 – Transitional Low Density Housing		

1.0 Recommendation

THAT Council authorizes the issuance of Development Permit No. DP22-0054 for a portion of Lot A Section 31 Township 26 ODYD Plan EPP98227 located at 630 Boynton Place, Kelowna, BC subject to the following:

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

AND THAT Council authorizes the issuance of Development Variance Permit No. DVP22-0056 for a portion of Lot A Section 31 Township 26 ODYD Plan EPP98227 located at 630 Boynton Place, Kelowna, BC;

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

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

To increase the maximum permitted length of building frontage from 40.0 m required to 90.0 m proposed.

Section 7.5.9: Landscaping and Screening, Fencing and Retaining Walls

To increase the maximum height of a retaining wall from 1.2 m required to 3.0 m proposed.

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

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

2.0 Purpose

To issue a Development Permit and Development Variance Permit for the form and character of a residential development with variances to maximum building frontage and retaining wall height.

3.0 Development Planning

The property is one of the last large parcels to be developed in the area between Clifton Road and Knox Mountain Park on the former Marshall orchard lands. The property was the subject of a large parkland acquisition in 2004 to expand Knox Mountain Park to include the lands around Kathleen Lake. Part of the compensation package to the land owner was increased residential density allocation on the remaining developable lands along Clifton Rd to allow townhouses and low-rise apartments. This was provided through rezoning of the property to the RM4 – Low Density Multi-Family Zone with the provision that public access to the park would be provided through future trail connections and that additional areas would be protected as natural open space as part of the development process. The applicant is coming forward with a proposal to build a 218-unit multi-family project consisting of 3 large apartment buildings, four storeys in height with underground parking.

Development Planning Staff are recommending support for the proposed Development Permit and associate variances as the form and character substantially meets the Urban Design Guidelines of the 2040 Official Community Plan (OCP) and the overall land use objectives of the property.

4.0 Proposal

4.1 <u>Project Description</u>

The proposed residential development is located on Boynton Place, which is accessed from Clifton Road and consists of three apartment buildings with a total of 218 residential units. The proposed buildings will be four storeys in height with underground parking. Access to the buildings will be from three points, two on Boynton Place and one from Highpointe Drive. The unit composition is a mix of studio, one and two bedroom units with a clubhouse and private amenity space in the south-west corner.

Form and Character

All three buildings are oriented north-south on the subject property and parallel to Boynton Place. The buildings will have significant presence along the street frontage. The three four-storey buildings are parallel with the street. The fourth storey is stepped back with open rooftop amenity area which aids to reduce the buildings overall visual impact. The building elevations provide a degree of horizontal and vertical architectural elements and uses projectingbasy windows are recessed balconies. This serves to provide articuluation and helps to reduce the perceived massing. The materials are a mix of cement panels, vertical lap siding, stonework, and decorative timber brackets. The colour pallet is predominately a mix of browns and greys which provides a natural colour scheme that blends well into the hillside backdrop.

Landscaping

The proposed landscaping provides perimeter shrub and tree plantings around the three buildings and patio spaces. The retaining walls along Boynton Place are tiered with shrub plantings to break up the overall height and minimize visual impact along the street frontage. There is a pathway connection between Buildings 2 and 3 to the upslope Knox Mountain Park.

Variance – Building Height, Building Frontage, Retaining Wall Height

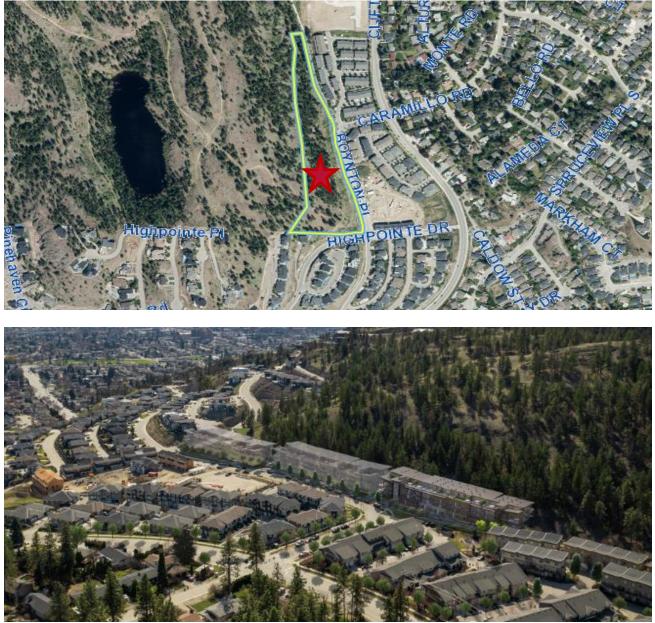
To accommodate the proposal, the applicant is requesting two variances to increase the building frontage and height of the retaining walls. The subject property has topographic constraints including a gradual north to south grade change as well as steep slopes to the west. This results is less buildable area on the subject property and the applicant has responded with a large apartment building form to achieve the density target in the zone. To accommodate this approach, a retaining wall variance is required to accommodate the cross grades along the property.

The applicant has attempted to further mitigate the height and massing of the buildings with well articulated form and character meeting many of the City's OCP Urban Design Guideleines. The step back of the top floor of each building helps to break up the visual impact in addition to the backdrop of Knox Mountain Park to the west. The architecture features a number of horizontal and vertical breaks in the façades and given the overall context of the site staff are in support of the variances.

4.2 <u>Site Context</u>

The subject property is located within the Permanent Growth Boundary (PGB) and is fully serviced. It is located within the Glenmore-Clifton–Dilworth City Sector and is directly adjacent to Knox Mountain Park. Specifically, adjacent land uses are as follows:

Orientation	Zoning	Land Use
North	RM4 – Transitional Low Density Housing	Multi-Family Residential
East	RM4 – Transitional Low Density Housing	Multi-Family Residential
South	Ru1 – Large Lot Housing	Single Family Residential
West	P3 – Parks and Open Space	Park



Subject Property Map: 630 Boynton Place

4.3 Zoning Analysis Table

Zoning Analysis Table		
CRITERIA	RM4 ZONE REQUIREMENTS	PROPOSAL
Existing Lot/Subdivision Regulations		
Min. Lot Area	900 m²	31,680 m²
Min. Lot Width	30 m	473 m
Min. Lot Depth	30 m	148 m
Development Regulations		
Max. Floor Area Ratio	0.65	0.58
Max. Site Coverage (buildings)	50 %	27.28 %

Max. Site Coverage (buildings, parking, driveways)	50 %	29.1%
Max. Height	13 M	13 M
Min. Front Yard	4.5 m	4.5 M
Min. Side Yard	4.5 m	4.5 m
Min. Side Yard	4.5 m	4.5 m
Min. Rear Yard	9.0 m	9.0 m
	Other Regulations	
Min. Parking Requirements	326	335
Min. Bicycle Parking	347	347
Min. Private Open Space	1212.5 m ²	1429.96 m²
Max. Building Frontage	40 m	90 m 🛛
Max. Retaining Wall Height	1.2 M	3.0 m 0
• Indicates a requested variance to maximum bu	ilding frontage	
Indicates a requested variance to maximum ret	taining wall height	

Current Development Policies 5.0

Objective 5.3. Design resign	dential infill to be sensitive to neighbourhood context.	
Policy 5.3.3. Strategic Density	Where a proposed development in Core Area Neighbourhoods is not adjacent to a Transit Supportive Corridor, consider support for stacked rowhousing and low rise apartment and mixed use buildings, under the following circumstances:	
	 The property, at the time a rezoning or development permit application is made, has an area of 1 hectare or greater; and The project proposal illustrates that the larger buildings will be able to sensitively transition their height and massing towards adjacent Core Area Neighbourhoods, with the first priority being a transition to ground-oriented multi-unit housing within the project; and The project proposal includes a public park component; and The project does not exceed a FAR of approximately 1.2 over the entire site. 	
	The proposal meets a number of the identified policy criteria, including a large parcel size, public park component and FAR under 1.2.	
Objective 5.3. Design residential infill to be sensitive to neighbourhood context.		
Policy 5.3.5. Existing Uses and Scales.	Consider support for stacked row housing, low rise apartments and mixed use buildings in Core Area Neighbourhoods where the property was zoned to allow for such uses on the date that the Official Community	
	Plan was adopted.	

The subject property was previously rezoned to RM4 and considered for
transitional density in this area of the City.

6.o Technical Comments

6.1 <u>Development Engineering Department</u>

6.1.1 See attached comments dated March 1, 2022

7.0 Application Chronology

Date of Application Received:December 10, 2021Date Public Consultation Completed:May 21, 2022

Report prepared by:	Wesley Miles, Planner Specialist
Reviewed by:	Dean Strachan, Community Planning & Development Manager
Reviewed by:	Terry Barton, Development Planning Department Manager
Approved for Inclusion:	Ryan Smith, Divisional Director, Planning & Development Services

Attachments:

Attachment A: Draft Development and Development Variance Permit DP22-0054 & DVP22-0056

Attachment B: Development Engineering Memo

Attachment C: Form and Character – Development Permit Guidelines

Attachment D: Applicant Rationale and Renderings

Schedule A: Site Plan

Schedule B: Elevations

Schedule C: Landscape Plan

Development Permit & Development Variance Permit DP22-0054/DVP22-0056



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

630 Boynton Place

and legally known as

Lot A Section 31 Township 26 ODYD Plan EPP98227

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

227 unit residential development

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

Date of Council Decision

Decision By:

Issued Date:

Development Permit Area: Comprehensive Development Permit Area

COUNCIL

This permit will not be valid if development has not commenced by June, 2023.

Existing Zone: RM4 – Transitional Low Density Housing

Future Land Use Designation: C-NHD – Core Area Neighbourhood

This is NOT a Building Permit.

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

NOTICE

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

Owner: 1288666 BC Ltd., Inc.No. BC1288666

Applicant: Meridian Developments Corp.

Terry Barton Development Planning Department Manager Date

1. SCOPE OF APPROVAL

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

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

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

2. CONDITIONS OF APPROVAL

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

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

Section 13.10.7 (b): RM4 – Low Density Transition Housing, Other Regulations

To increase the maximum permitted length of building frontage from 40.0 m required to 90.0 m proposed.

Section 7.5.9: Landscaping and Screening, Fencing and Retaining Walls

To increase the maximum height of a retaining wall from 1.2 m required to 3.0 m proposed.

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

3. PERFORMANCE SECURITY

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

a) An Irrevocable Letter of Credit in the amount of \$ 320,781.25

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

5. INDEMNIFICATION

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

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

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

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



CITY OF KELOWNA

MEMORANDUM

Date:	March 1, 2022
File No.:	DP22-0054
То:	Urban Planning Management (WM)
From:	Development Engineer Manager (NC)
Subject:	630 Boynton Place

The Development Engineering comments and requirements regarding the form and character for this Development Permit application will required at Building Permit.

.1) General

- a) The following requirements are valid for two (2) years from the reference date of this memo, or until the application has been closed, whichever occurs first. The City of Kelowna reserves the rights to update/change some or all items in this memo once these time limits have been reached.
- b) This proposed development may require the installation of centralized mail delivery equipment. Please contact Arif Bhatia, Delivery Planning Officer, Canada Post Corporation, 530 Gaston Avenue, Kelowna, BC, V1Y 2K0, (250) 859-0198, arif.bhatia@canadapost.ca to obtain further information and to determine suitable location(s) within the development.
- c) Provide easements as may be required.
- d) Traffic Calming items and Boulevard landscaping will be required for entire frontage.
- e) Access lane must have cul-de-sac or hammer head at end to turn a MSU truck.
- f) The proposed Development triggers a Traffic Impact Assessment (TIA). Prior to initiation of the TIA, Terms of Reference (TOR) must be established. The applicant's consulting transportation engineer shall contact the Development Engineering Technician for this development who, in collaboration with the City's Integrated Transportation Department, will determine the terms of reference for the study. Recommendations from the Traffic Impact Analysis (TIA) will become requirements of this development.

.2) Geotechnical Report

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: <u>NOTE</u>: The City is relying on the Geotechnical Engineer's report to prevent any damage to property and/or injury to persons from occurring as a result of problems with soil slippage or soil instability related to this proposed subdivision.

The Geotechnical reports must be submitted to the 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.
- (vi) Slope stability, rock fall hazard and slippage including the effects of drainage and septic tank effluent on the site.
- (vii) Identify slopes greater than 30%.
- ii) Top of bank assessment and location including recommendations for property line locations, septic field locations, building setbacks, and ground water disposal locations.
- iii) Recommendations for items that should be included in a Restrictive Covenant.
- iv) Any special requirements that the proposed subdivision should undertake so that it will not impact the bank(s). The report must consider erosion and structural requirements.
- v) Any items required in other sections of this document.
- vi) Recommendations for erosion and sedimentation controls for water and wind.
- vii) Recommendations for roof drains and perimeter drains.

.3) Water

- (a) The property is located within the City of Kelowna service area.
- (b) The subject property is currently serviced with a 200 mm water service. The developer will need to determine the domestic and fire protection requirements of this proposed development. Only one service will be permitted for this development. The applicant will arrange for the disconnection of the existing services and the installation of a new larger service. The disconnection of the existing small diameter water service and the tie-in of a larger new service can be provided by City forces at the developer's expense. One master water meter will supply the development. The applicant will be required to sign a Third Party Work Order for the cost of the water service upgrades.
- (c) Landscaped boulevards, complete with underground irrigation systems, must be integrated with the on-site irrigation system.

.4) Sanitary Sewer

(a) Our records indicate that this proposed development site is connected with a two 150mm diameter sewer services. One of these 150mm service will need to be removed. The developer's consulting mechanical engineer will determine the development requirements of this proposed development and establish the service needs. Only one service will be permitted for this development.

.5) Drainage

- a) Provide an adequately sized drainage system complete with individual lot connections. The Subdivision, Development and Servicing Bylaw requires that each lot be provided with an individual connection; however, the City Engineer may permit use of individual ground water disposal systems, where soils are suitable. For on-site disposal of drainage water, a hydro geotechnical report will be required complete with a design for the disposal method (i.e. trench drain / rock pit). The Lot Grading Plan must show the design and location of these systems for each lot.
- b) This lot is serviced with a 200mm storm service
- c) Provide the following drawings:
 - i) A detailed Lot Grading Plan (indicate on the Lot Grading Plan any slopes that are steeper than 30% and areas that have greater than 1.0 m of fill);
 - ii) A detailed Stormwater Management Plan for this development; and,
 - iii) An Erosion and Sediment Control Plan.
- d) Show details of dedications, rights-of-way, setbacks and non-disturbance areas on the lot Grading Plan.
- e) Identify clearly on a contour map, or lot grading plan, the top of bank(s). Provide cross sections along the top of the bank at each property corner and at locations where there are significant changes in slope. Cross sections are to be perpendicular to the contour of the slope. Show the proposed property lines on the cross sections. Not all areas have a clear top of bank; and therefore, field reconnaissance by City staff and the applicant may be needed to verify a suitable location for property lines.

f) Where ditches are provided, they must be adequately lined and protected for the design flows.

.6) Power and Telecommunication Services and Street Lights

- 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
- b) Street lights must be installed on all roads.
- c) Before making application for approval of your subdivision plan, please make arrangements with Fortis BC for the pre-payment of applicable charges and tender a copy of their receipt with the subdivision application.
- d) 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.

e)

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

.8) 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.

.9) Other Engineering Comments

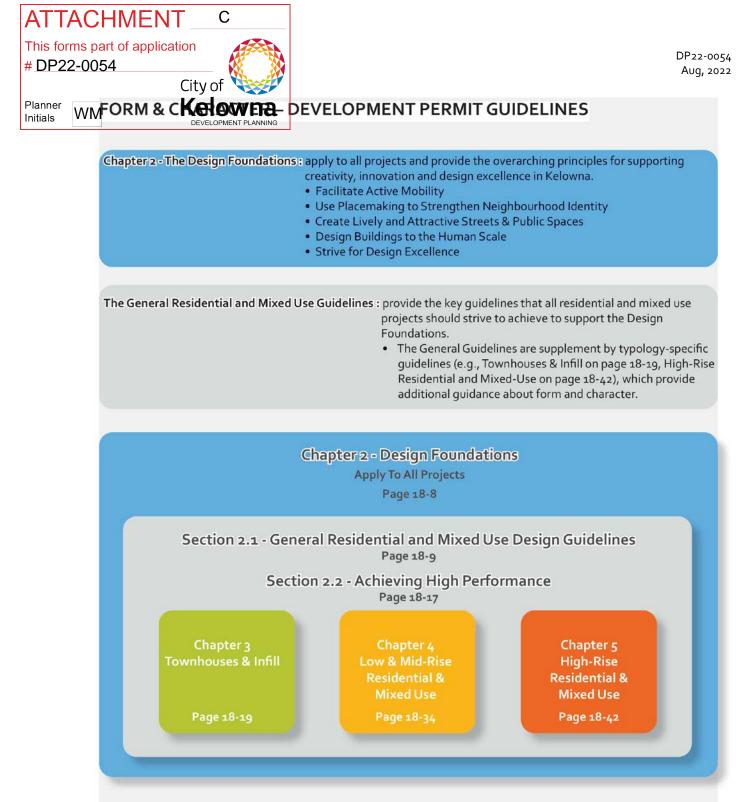
- a) Provide all necessary Statutory Rights-of-Way for any utility corridors required, including those on proposed or existing City Lands.
- b) If any road dedication affects lands encumbered by a Utility right-of-way (such as FortisGas, etc.) please obtain the approval of the utility prior to application 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.

.10) CHARGES AND FEES

- a. Development Cost Charges (DCC's) are payable.
- b. Fees per the "Development Application Fees Bylaw" include:
 - i) Street Marking/Traffic Sign Fees: at cost (to be determined after detailed design completed).
 - ii) Survey Monument Fee: \$50.00 per newly created lot (GST exempt).
 - iii) Survey Monument, Replacement Fee: \$1,200.00 (GST exempt) only if disturbed.
 - iv) Hydrant Levy Fee: \$250 per newly created lot (GST exempt).
 - v) Engineering and Inspection Fee: 3.5% of construction value (plus GST).

Nelson Chapman, P.Eng. Development Engineering Manager

RO



*Note: Refer to the Design Foundations and the Guidelines associated with the specific building typology.

FORM & CHARACTER - DEVELOPMENT PERMIT GUIDELINES

Consideration has been given to the following guidelines as identified in Chapter 18 of the City of Kelowna 2040 Official Community Plan:

RATE PROPOSALS COMPLIANCE TO PERTINENT GUIDELINE (1 is least complying & 5 is highly complying)	N/A	1	2	3	4	5
CHAPTER 4.0: LOW & MID-RISE RESIDENTIAL & MIXED USE						
4.1 Guidelines						
4.1.1 Relationship to the Street						
Lobby area and main building entrance is clearly visible from the fronting street and sidewalk.					~	
Wherever possible, blank walls at grade are not encouraged.				✓		
Enclosed parking garages are located away from street frontages or public open space.				~		
Ground oriented units with entries or glazing have been provided to avoid the blank/dead frontage along the street. When unavoidable, blank walls have been screened with landscaping or				✓ 	 ✓ 	
have been incorporated with a patio/café or special materials have been provided to make them visually interesting.					•	
Commercial & Mixed-use Buildings			1	1	1	
Proposed built form has a continuous active and transparent retail frontage at grade and provides a visual connection between the public and private realm.	√					
Buildings have been sited using a common 'build to' line at or near the front property line to maintain a continuous street frontage. Some variation (1-3m maximum) can be accommodated in ground level set backs to support pedestrian and retail activity by, for example, incorporating a recessed entryway, small entry plaza, or sidewalk café.	√					
Frequent entrances (every 15 m maximum) into commercial street frontages have been incorporated to create punctuation and rhythm along the street, visual interest, and support pedestrian activity. Residential and Mixed-use Buildings	✓ 					
Residential buildings at the ground floor have a set back between 3-5m from the property line to create a semi-private entry or transition zone to individual units and to allow for an elevated front entryway or raised patio.					 ✓ 	
A maximum 1.2m desired height (e.g., 5-6 steps) for front entryways has been provided. Where the water table requires this to be higher, in these cases, larger patio has been provided and parking has been screened with ramps, stairs, and landscaping.				~		
Ground floor units accessible from the fronting street or public open spaces have been provided with individual entrances.					~	

RATE PROPOSALS COMPLIANCE TO PERTINENT GUIDELINE	N/A	1	2	3	4	5
(1 is least complying & 5 is highly complying) Buildings are sited and oriented so that windows and balconies are						✓
overlooking public streets, parks, walkways, and shared amenity spaces						
while minimizing views into private residences.						
4.1.2 Scale and Massing						
Proposed residential building façade has a length of 6om (4om length is preferred).		~				
Buildings over 40m in length are incorporating significant horizontal and vertical breaks in façade.					~	
Commercial building facades are incorporating significant break at approximately 35m intervals.	√					
Proposed residential building has a maximum width of 24m.					~	
4.1.3 Site Planning		·	·	•	•	•
On sloping sites, building floor levels are following the natural grade and avoiding the blank wall situation.			~			
Buildings are sited to be parallel to the street and have a distinct front-to-					\checkmark	
back orientation to public street and open spaces and to rear yards,						
parking, and/or interior courtyards.						
Building sides that are interfacing with streets, mid-block connections,			\checkmark			
and other open spaces (building fronts) are positively framing and						
activating streets and open spaces and supporting pedestrian activity.				√		
Larger buildings are broken up with mid-block connections which have public accessibility wherever possible.				v		
Ground floors adjacent to mid block connections have entrances and windows facing the mid block connection.					√	
4.1.4 Site Servicing, Access, and Parking						1
Vehicular access is provided from the lane.	✓					
 Where there is no lane, and where the re-introduction of a lane is difficult or not possible, access is provided from the street, provided: Access is from a secondary street, where possible, or from the long face of the block; Impacts on pedestrians and the streetscape is minimized; and, There is no mean them are such as the street scape as the streets. 		v				
• There is no more than one curb cut per property. Above grade structure parking should only be provided in instances				✓		
where the site or high water table does not allow for other parking forms.						

RATE PROPOSALS COMPLIANCE TO PERTINENT GUIDELINE	N/A	1	2	3	4	5
(1 is least complying & 5 is highly complying)						
When parking cannot be located underground due to the high water table and is to be provided above ground, screen the parking structure from public view as follows:				~		
 On portions of the building that front a retail or main street, line the above ground parking with active retail frontage; On portions of the building that front onto non-retail streets, line the above ground parking with an active residential frontage, such as ground oriented townhouse units; When active frontages are not able to be accommodated, screen parking structures by using architectural or landscaped screening elements; On corner sites, screen the parking structure from public view 						
on both fronting streets using the appropriate strategy listed above.						
 Buildings with ground floor residential may integrate half-storey underground parking to a maximum of 1.2m above grade, with the following considerations: Semi-private spaces should be located above to soften the edge and be at a comfortable distance from street activity; and Where conditions such as the high water table do not allow for this condition, up to 2m is permitted, provided that entryways, stairs, landscaped terraces, and patios are integrated and that blank walls and barriers to accessibility are minimized. 					×	
4.1.5 Publicly Accessible and Private Open Spaces					1	
Publicly accessible private spaces (e.g,. private courtyards accessible and available to the public) have been integrated with public open areas to create seamless, contiguous spaces.				~		
Semi-private open spaces have been located to maximize sunlight penetration, minimize noise disruptions, and minimize 'overlook' from adjacent units.				•		
 Outdoor Amenity Areas: design plazas and parks to: Contain 'three edges' (e.g., building frontage on three sides) where possible and be sized to accommodate a variety of activities; Be animated with active uses at the ground level; and, Be located in sunny, south facing areas. 			✓			
 Internal courtyard design provides: amenities such as play areas, barbecues, and outdoor seating where appropriate. 				~		
• a balance of hardscape and softscape areas to meet the specific needs of surrounding residents and/or users.						
Mid-block connections design includes active frontages, seating, and landscaping.				~		

RATE PROPOSALS COMPLIANCE TO PERTINENT GUIDELINE	N/A	1	2	3	4	5
(1 is least complying & 5 is highly complying)						
Rooftop Amenity Spaces		r —	r	1		1
 Shared rooftop amenity spaces (such as outdoor recreation space and rooftop gardens on the top of a parkade) are designed to be accessible to residents and to ensure a balance of amenity and privacy by: Limiting sight lines from overlooking residential units to outdoor amenity space areas through the use of pergolas or covered areas where privacy is desired; and 					~	
 Controlling sight lines from the outdoor amenity space into adjacent or nearby residential units. 						
 Reduce the heat island effect by including plants or designing a green roof, with the following considerations: Secure trees and tall shrubs to the roof deck; and Ensure soil depths and types are appropriate for proposed plants and ensure drainage is accommodated. 	✓					
4.1.6 Building Articulation, Features & Materials						
 Articulate building facades into intervals that are a maximum of 15m wide for mixed-use buildings and 20m wide for residential buildings. Strategies for articulating buildings should consider the potential impacts on energy performance (see 2.2.1), and include: Façade Modulation – stepping back or extending forward a portion of the façade to create a series of intervals in the facade; Repeating window patterns at intervals that correspond to extensions and step backs (articulation) in the building facade; Providing a porch, patio, deck, or covered entry for each interval; Providing a bay window or balcony for each interval, while balancing the significant potential for heat loss through thermal bridge connections which could impact energy performance; Changing the roof line by alternating dormers, stepped roofs, gables, or other roof elements to reinforce the modulation or articulation interval; Changing the materials with the change in building plane; and Provide a lighting fixture, trellis, tree, or other landscape feature within each interval. 					~	
Break up the building mass by incorporating elements that define a building's base, middle and top.				~		
Use an integrated, consistent range of materials and colors and provide variety by, for example, using accent colors.					~	
Articulate the facade using design elements that are inherent to the building as opposed to being decorative. For example, create depth in building facades by recessing window frames or partially recessing balconies to allow shadows to add detail and variety as a byproduct of massing.					~	

RATE PROPOSALS COMPLIANCE TO PERTINENT GUIDELINE	N/A	1	2	3	4	5
(1 is least complying & 5 is highly complying)						
Incorporate distinct architectural treatments for corner sites and highly					\checkmark	
visible buildings such as varying the roofline (See Figure 41), articulating						
the facade, adding pedestrian space, increasing the number and size of						
windows, and adding awnings and canopies.						
Weather Protection						
Provide weather protection (e.g. awnings, canopies, overhangs, etc.)				\checkmark		
along all commercial streets and plazas (<i>See Figure 42</i>), with particular						
attention to the following locations:						
 Primary building entrances, 						
• Adjacent to bus zones and street corners where people wait for						
traffic lights;						
 Over store fronts and display windows; and 						
• Any other areas where significant waiting or browsing by people						
occurs.						
Architecturally-integrate awnings, canopies, and overhangs to the				\checkmark		
building and incorporate architectural design features of buildings from						
which they are supported.						
Place and locate awnings and canopies to reflect the building's				✓		
architecture and fenestration pattern.						
Place awnings and canopies to balance weather protection with daylight				\checkmark		
penetration. Avoid continuous opaque canopies that run the full length						







Via Email

July 25, 2022

City of Kelowna, Community Planning Attn: Wesley Miles 1435 Water Street Kelowna, BC V1Y 1J4

Dear Wesley,

Re: DP22-0054/DVP22-0056 – 630 Boynton Place

In regard to DP22-0054 submitted on December 10, 2021 and DVP22-0056 submitted on February 10, 2022 for 630 Boynton Place, please find enclosed a revised application package.

Upon review of the feedback received from the community after public consultation, we have taken into great consideration their concerns and suggestions. Meridian has met in person with several of the concerned residents to listen to their point of view and, in turn, has worked with our team of professionals to make substantial adjustments to the design in order to do everything we can to mitigate these concerns of the surrounding community.

In listening to residents, there were a few common areas of concern; the building massing (especially how it relates to the height and length of the buildings), density (specifically the number of units), retaining wall heights, parking and resident access to Knox Mountain. As described below, and as shown in the attached revised architectural and landscape drawings, we've gone to great measures to incorporate changes that address the concerns raised.

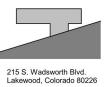
Building Massing

Height Reduction

The original requested variance was for 19 meters in height. All buildings now comply with the 13 meter maximum height limit of the RM4 zoning bylaw, therefore this variance is no longer required. This was achieved by reducing roof pitches to a lower slope, lowering floor-to-floor heights, and compressing the depth of the roof trusses. Vehicle and pedestrian access points were also accounted for. The tallest building elevation is now 12.958m on Building 1's east side measured from the midpoint of the average building grade to the midpoint of the sloping roof lines, thereby falling under the 13 meter height limit.

Building Length

Although the length of the buildings remains the same as originally requested in the variance application at 90 meters, the massing has been reconsidered and significantly altered so that each part of the building reads as distinctly separate. This was accomplished by applying the following methods:



- Full height green walls were introduced on the façade at locations that would comply with shorter buildings. These areas now provide a distinguishing feature that definitively breaks up the exterior of the buildings.
- Some parts of the building façade were brought back farther from the property by up to 3 meters in order to provide a more distinct break between the various articulations. One section of the façade on Building 1 was also angled in order to provide further interest and visual definition.
- The colour palette and materials placement have been revisited for enhanced visual articulation on the buildings' exterior.
- As part of the above architectural changes, the landscape plan has been further developed to provide larger trees and additional green space at key points along the property frontage to further break up the massing.

All of these items combined have created for a more interesting and further segmented look on all buildings, as there are now even more clearly defined breaks or sections, resulting in three distinct masses on each building façade. These section/segment lengths are roughly 30 meters and lower than the 40 meters as required in the bylaw.

Density

Density was the biggest concern heard from all residents. After reexamining the plans, we have lowered the unit count to 218 units from the previous 227 units. This came from reducing the number of smaller studio units and replacing them with larger units that could accommodate families, which was also part of the community's density concerns.

Retaining Wall Height

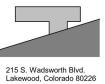
The original variance application requested a maximum retaining wall height of 5.2 meters. After reengineering, the highest retaining wall height is now 3.0 meters; a significant reduction of 2.2 meters in height. The reduction in height was accomplished by increasing the size of some walls up to 3 meters, while reducing the size of others so they could work in parallel to cover a shorter section of the hillside, resulting in a lower overall height per section of wall. The grading in certain areas was also adjusted to accommodate these changes. All changes were made to the rear of the buildings and as such do not impact the streetscape.

Parking

The amount of parking provided was a concern for residents, and even though we were not asking for a parking variance, we were able to find a way to provide additional stalls on site without changing the form and character of the buildings.

Parking Required – 317 spaces Parking Provided - 335 spaces Overparked by – 18 spaces

We have incorporated an additional underground parking area beneath the pool deck within Building 3's Level 1 parkade which will provide an additional 8 stalls.



The changes made to the building footprints to improve the massing visuals have also impacted some of the unit types and has resulted in a reclassification of them. Additionally, the reduction in the number of units from 227 to 218 has resulted in an updated unit mix and parking count that requires 317 stalls per the City's bylaws. Considering the 8 additional stalls under the pool deck, we are now providing 18 more stalls than required. The updated unit mix and parking calculations can be found on sheet A100.

Landscaping

The updated drawings now include the restoration planting materials as outlined in the environmental report from Ecoscape. We've also updated these drawings with the new trail systems that the City's Parks Department has requested as part of their Technical Review Summary. Additional trees and building footprint changes as mentioned in the above points are shown here as well.

Public Access/Green Space

We also heard from many residents that having access to Knox Mountain was very important to them; ensuring that this access was permanent and could not be altered by the strata in the future was also equally as important. The site plan has been updated very quickly and very late in the process to include some proposed areas that Meridian would be willing to donate back to the City to ensure that public access is maintained now and in the future. Final details of the actual area would be determined at a later date, but Meridian is willing to donate the approximate areas as shown on A100. We believe this will be met with approval from many residents who use the property to access Knox Mountain Park.

In summary of the changes set out above, we are now asking for two variances instead of the originally requested three, as the height variance has been removed. Retaining wall systems no longer require a variance of 5.2m, but rather 3m at the highest location. We've increased the number of parking stalls to reduce the impact of parked vehicles on the street. We have further broken up the buildings' massing and incorporated more landscaping to enhance the form and character. And finally, the security of public access now and into the future has also been thoughtfully considered and offered as a community benefit.

Meridian's goal continues to be to provide the Glenmore community with a development they can be proud of and will in turn provide much needed attainable housing for the residents of Kelowna.

Sincerely,

D. Muller

Rich Muller Architect

Enclosures

- Revised architectural drawing package
- Revised landscape drawing package







SCF	IEDULE	A
	ms part of ap 2-0054	plication
		City of
Planner Initials	WM	Kelowna DEVELOPMENT PLANNING



VICINITY MAP 630 BOYNTON PLACE, KELOWNA, BC V1V 3B8, CANADA

Lucas Thayer

PROJECT TEAM

CLIENT/OWNER Meridian Development Corp. 100-450 2nd Ave. North, S7K 2C3 Saskatoon, Saskatchewan, Canada

Architect Rich Muller, Architect

215 South Wadsworth Blvd. Lakewood, Colorado 80226

CTQ Consultants 1334 St. Paul Street Kelowna, BC V1Y 2E1, Canada

Landscape Architect Bench Site Design

Sheet Number

A000 A100 A101 A102 A103 A103 A111 A103 A111 A112 A123 A121 A122 A123 A131 A132 A133 A134 A134 A130 A301 A301 A311

A330 A331 A340 A341

> BUILDING 2 SECTION BUILDING 3 SECTION

4-1562 Water Street Kelowna, BC V1Y 1J7, Canada

	ARCHITECTURE
	Sheet Name
	COVER SHEET
	SITE PLAN
	SITE PLAN - BUILDING 1
	SITE PLAN - BUILDING 2
	SITE PLAN - BUILDING 3
	BUILDING 1 - PARKADE 1 AND LEVEL 1
	BUILDING 1 - LEVEL 2 AND LEVEL 3
1	BUILDING 1 - LEVEL 4 AND ROOF PLAN
	BUILDING 2 - PARKADE 1 AND LEVEL 1
	BUILDING 2 - LEVEL 2 AND LEVEL 3
	BUILDING 2 - LEVEL 4 AND ROOF PLAN
	BUILDING 3 - PARKADE 1
	BUILDING 3 - LEVEL 1
	BUILDING 3 - LEVEL 2 AND 3
	BUILDING 3 - LEVEL 3 AND ROOF PLAN
	CLUBHOUSE PLAN
1	STREETSCAPE ELEVATIONS
	BUILDING 1 COLORED ELEVATIONS
	BUILDING 1 - ELEVATIONS
	BUILDING 2 COLORED ELEVATIONS
	BUILDING 2 - ELEVATIONS
	BUILDING 3 COLORED ELEVATIONS
	BUILDING 3 - ELEVATIONS
	CLUBHOUSE - COLORED ELEVATIONS
	CLUBHOUSE - ELEVATIONS

Karl Miller karl.miller@meridiandevelopment.ca (306) 384-0431 Richard Muller rich@mues.us (303) 625-3356

(250) 326-0044 Xenia Semeniuk

LThayer@ctqconsultants.ca

L-0	CONTEXT PLAN
L-1	LANDSCAPE PLAN - NORTH ENLARGEMENT
L-2	LANDSCAPE PLAN - SOUTH ENLARGEMENT
L-3	LANDSCAPE FRONTAGE ELEVATIONS
L-4	HYDROZONE PLAN
L-5	TRAIL PLAN - WEST TRAILS
L-6	TRAIL PLAN - EAST TRAILS













Richard Muller Architect



Contact: Richard R. Muller rich@mues.us (303) 625-3356

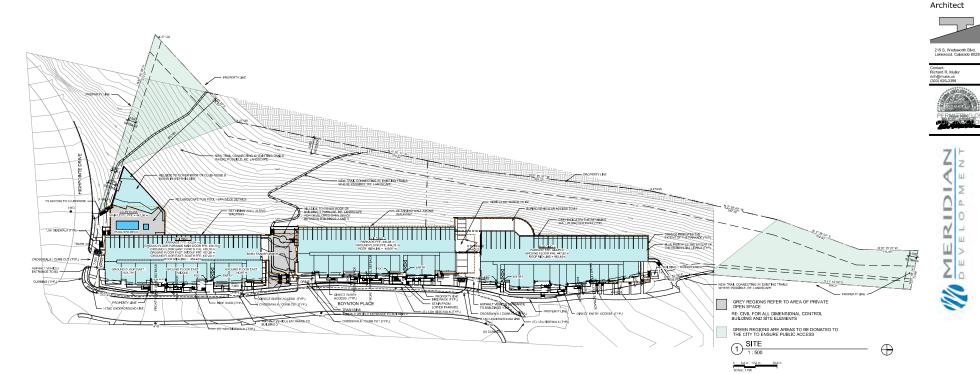
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CURRENT ZONING = RM4 PROPOSED ZONING = RM4 WITH VARIANCE

RM4 ZONING NOT WITHIN THE URBAN CENTER: STUDIO REQUIRES 1.00 PARKING SPACE PER UNIT 1-BR REQUIRES 1.5 PARKING SPACES PER UNIT 2-BR REQUIRES 1.5 PARKING SPACES PER UNIT 3-BR REQUIRES 2.0 PARKING SPACES PER UNIT

BUILDING 1 MIX 14 STUDIOS (REQUIRES 14 PARKING SPACES) 14 STUDIOS (REQUIRES 14 PARKING SPACES) 33 1-BEDROOM (REQUIRES 41 PARKING SPACES) 27 2-BEDROOM (REQUIRES 41 PARKING SPACES) TOTAL LEVELS = 74 UNITS PER BUILDING 74 UNITS REQUIRE 96 PARKING SPACES + 10 VISITOR SPACES TOTAL = 106 TOTAL PARKING SPACES / BUILDING 1

BUILDING 2 MIX 8 STUDIOS (REQUIRES 8 PARKING SPACES) 36 1-BEDROOM (REQUIRES 45 PARKING SPACES) 29 2-BEDROOM (REQUIRES 44 PARKING SPACES) TOTAL LEVELS = 73 UNITS PER BUILDING

73 UNITS REQUIRE 97 PARKING SPACES + 10 VISITOR SPACES TOTAL = 107 TOTAL PARKING SPACES / BUILDING 2

BUILDING 3 MIX 8 STUDIOS (REQUIRES 8 PARKING SPACES) 33 1-BEDROOM (REQUIRES 41 PARKING SPACES) 30 2-BEDROOM (REQUIRES 45 PARKING SPACES) TOTAL LEVELS = 71 UNITS PER BUILDING

71 UNITS REQUIRE 94 PARKING SPACES + 10 VISITOR SPACES TOTAL = 104 TOTAL PARKING SPACES / BUILDING 3

BUILDING 1 PARKADE CONTAINS 97 PARKING SPACES OVER 1.5 LEVELS (INCLUDES 1 VAN AND 1 ACCESSIBLE SPACE) BUILDING 2 PARKADE CONTAINS 100 PARKING SPACES OVER 1.5 LEVELS (INCLUDES 1 VAN AND 1 ACCESSIBLE SPACE) BUILDING 3 PARKADE CONTAINS 129 PARKING SPACES OVER 1.5 LEVELS (INCLUDES 1 VAN AND 1 ACCESSIBLE SPACE) PROVIDED 6 SURFACE SPACES AND 3 ACCESSIBLE SURFACE SPACES

TOTAL REQUIRED PARKING = 287 RESIDENTS + 30 GUESTS = 317 SPACES PER KELOWNA ZONING 8.2.19 ACCESSIBLE PARKING STANDARDS, IF THERE ARE 317 PARKING SPACES ON SITE, THEN THERE SHALL BE 7 ACCESSIBLE SPACES AND 2 VAN SPACES.

PROVIDED PARKING = 326 PARKADE SPACES + 9 SURFACE SPACES = 335 SPACES

MAX SITE COVERAGE ALLOWED = 50%

STE AREA = 31,680 sm BUILDING 1 = 2,562.67 sm, BUILDING 2 = 2,458.14 sm, BUILDING 3 = 2,447.27 sm, CLUBHOUSE/POOL DECK = 845 sm, TOTAL = 8,313.08 sm SITE COVERAGE = 8,313.08 sm / 31,680 sm = 26.24% INCLUDING PAVING/PARKING = 29.84%

MAX FLOOR AREA RATIO ALLOWED = 0.65 (OR 0.85 IF KELOWNA CONSIDERS ALL SPACES SCREENED) BUILDING 1 = 5.023 sm, BUILDING 2 = 6,041 sm, BUILDING 3 = 6,070 sm, CLUBHOUSE = 305 sm TOTAL = 18,339 sm FLOOR AREA RATIO = 18,339 sm (316,808 sm = .58

ZONING BYLAW SUMMARY		
SITE	REQUIRED	PROPOSED
ZONE PRINCIPAL USE	RM4 MULTIPLE DWELLING UNIT	RM4 WITH VARIANCE MULTIPLE DWELLING UNIT
MINIMUM LOT WIDTH MINIMUM LOT DEPTH MINIMUM LOT AREA	30m 30m 900 sq m	473m 148m 31,680 sq m
MAXIMUM HEIGHT BUILDING SETBACKS MINIMUM FRONT YARD MINIMUM SIDE YARD MINIMUM REAR YARD	LESSER OF 13.0m OR 3 STOREYS 4.5m 9.0m	4 STOREYS (ALL UNDER 13.0m) 4.5m 9.0m
PRIVATE OPEN SPACE	7.5 sq m / STUDIO 15.0 sq m / 1 BEDROOM 25.0 sq m / 2 BEDROOM	MET MET MET
DRIVE AISLE WIDTH REGULAR PARKING STALL	7.0m 2.5m x 6.0m	7.0m 2.5m x 6.0m
BICYCLE PARKING INSIDE BICYCLE PARKING OUTSIDE	0.75 / 2 BEDROOM OR LESS 6 / BUILDING ENTRANCE +1 FOR EVERY 5 UNITS OVER 70	1 PER PARKING STALL IN GARAGE STORAGE 7 FOR BUILDING 1 7 FOR BUILDING 2 / 6 FOR BUILDING 3

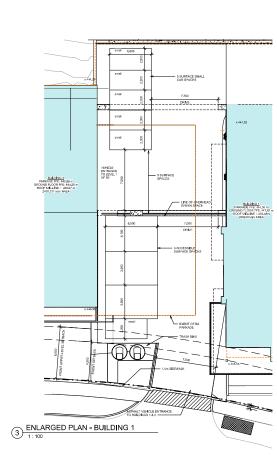
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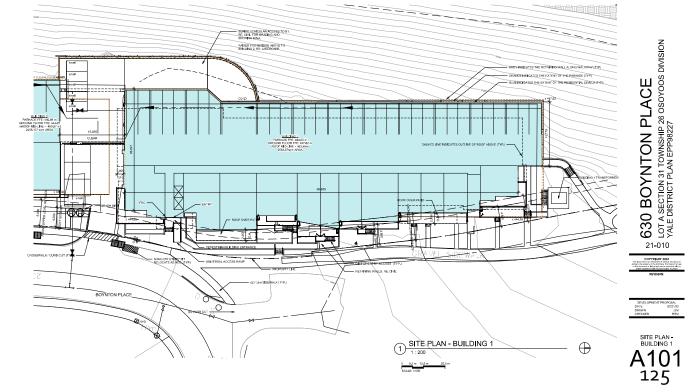
Richard Muller













INPOSAL 07/21/22 JJM



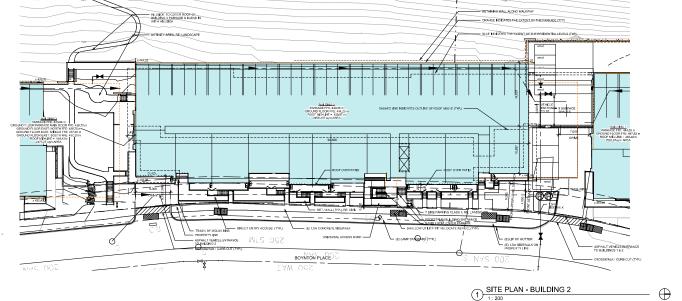






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MERIDI



0 2.5 m SCALE: 1:200

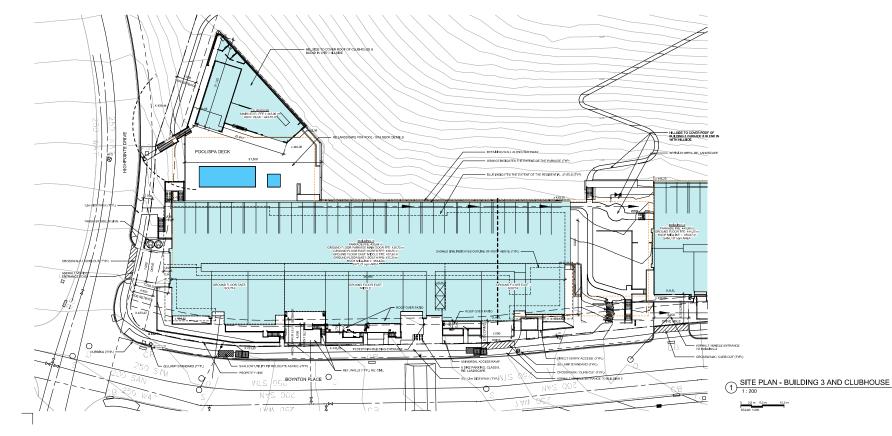






Contact: Richard R. Muller rich@mues.us (303) 625-3356



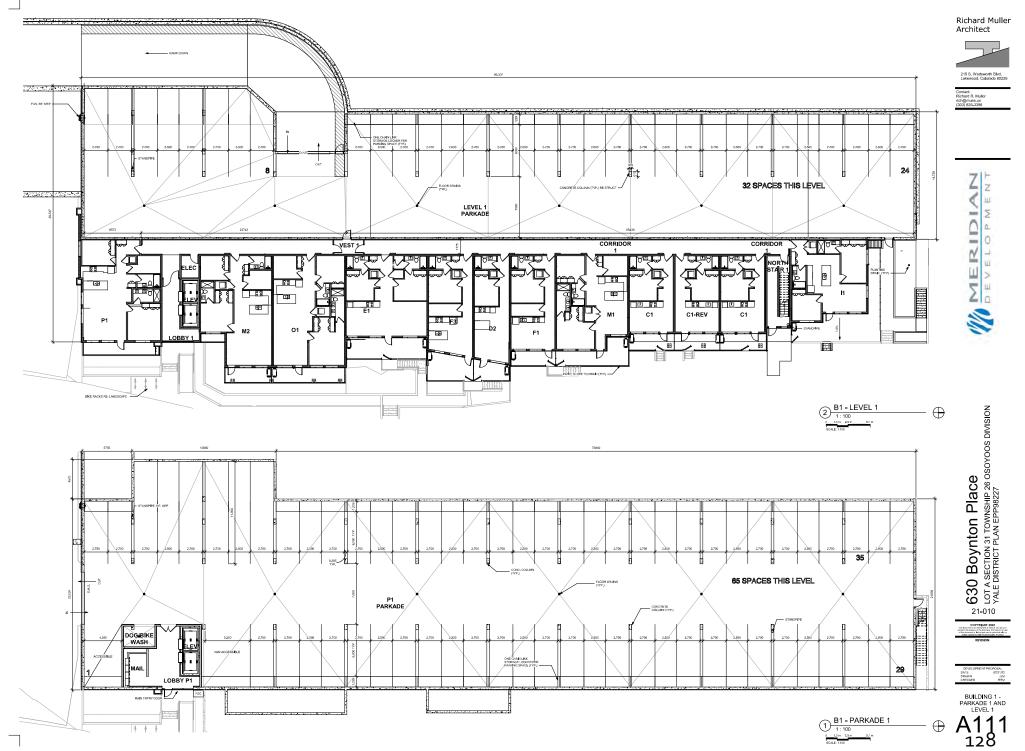


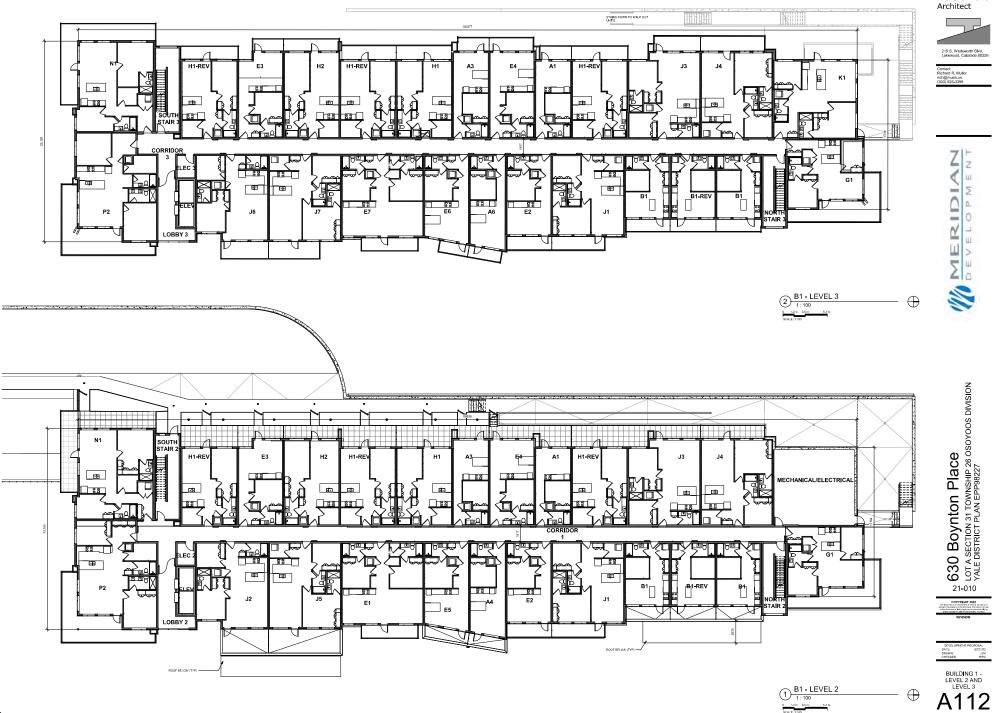






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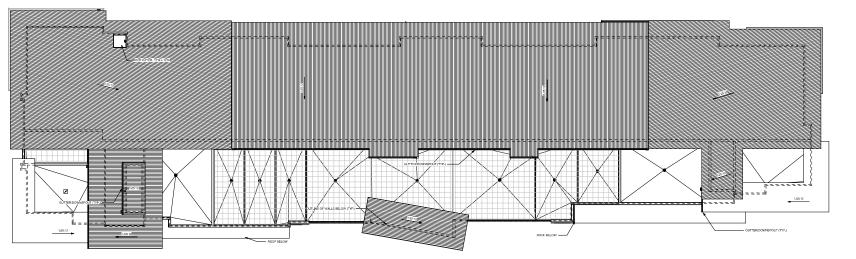




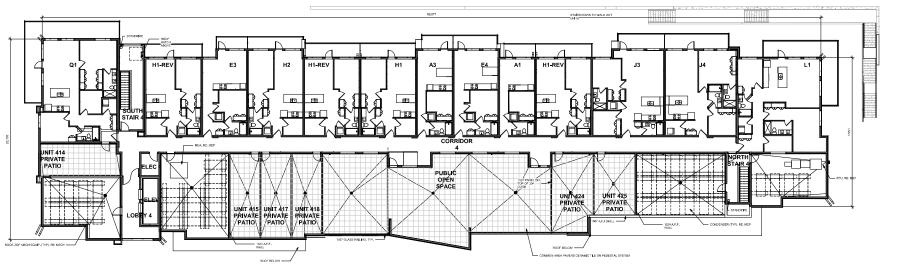
Richard Muller



MERIDIAN



② B1-ROOF 1:00 0 12^m 25^m 50^m 5000 1000

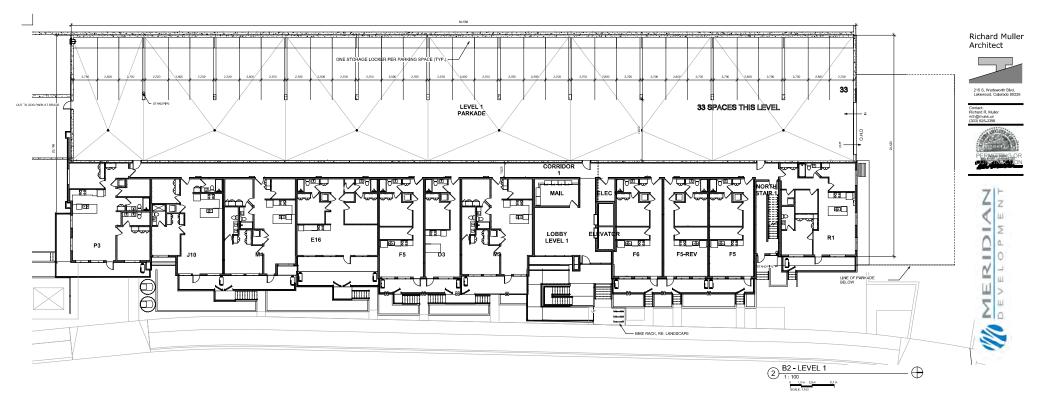


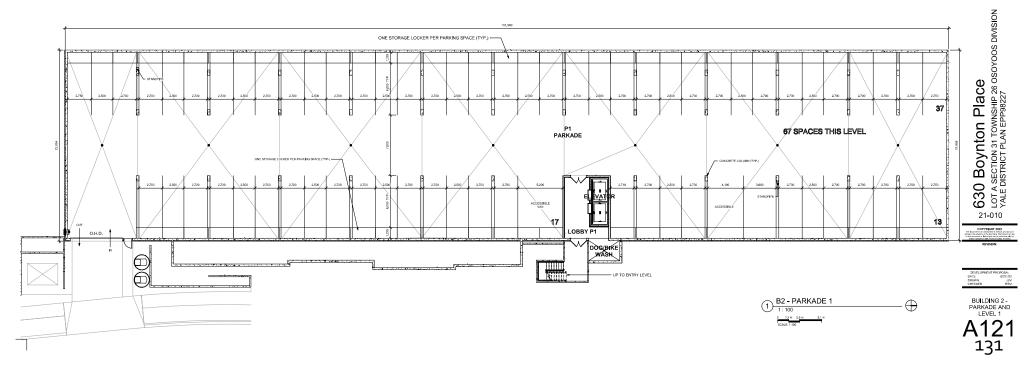
1 B1 - LEVEL 4



DATE DRAWN CHICKED OPOSAL 07/21/22 JJM

Contraction Structure 26 Contraction 31 Township 26 Contraction 31 Township 26 Contraction 27 VALE DISTRICT PLAN EPP99227



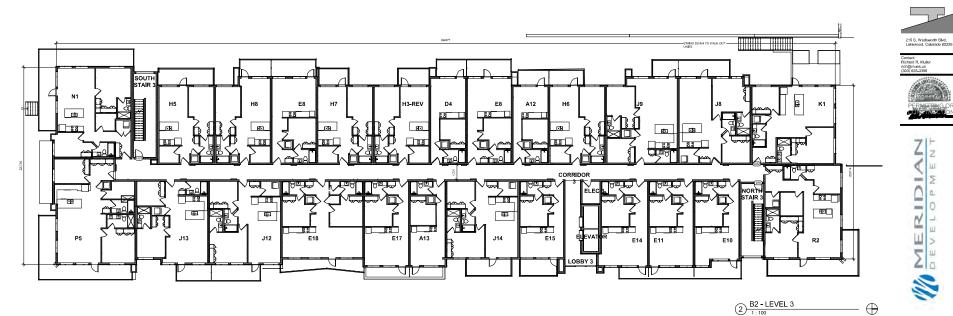


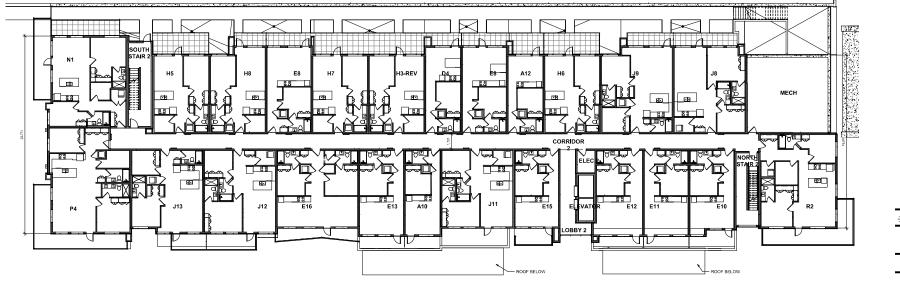
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1 B2 - LEVEL 2 1:100



DATE DRAWN

07/21/22 JJM

Construction Section 1 Township 26 050 Boynton Place

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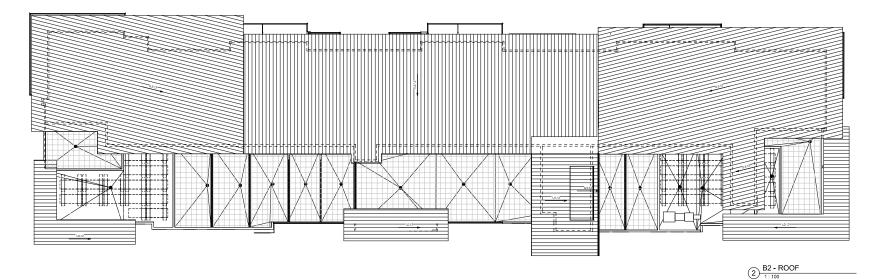


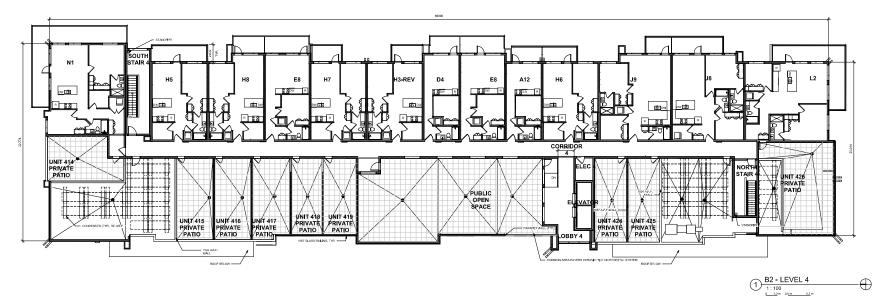






BUILDING 2-LEVEL 4 AND ROOF PLAN A123 133











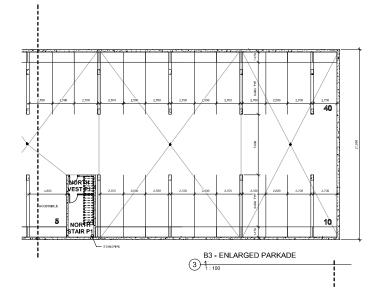


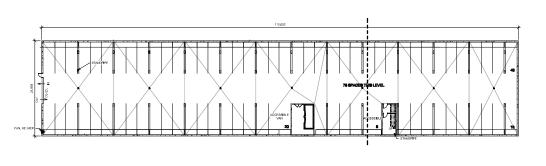




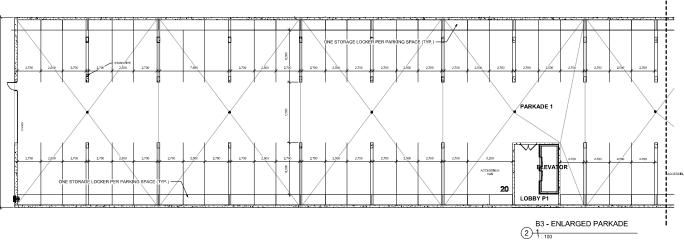


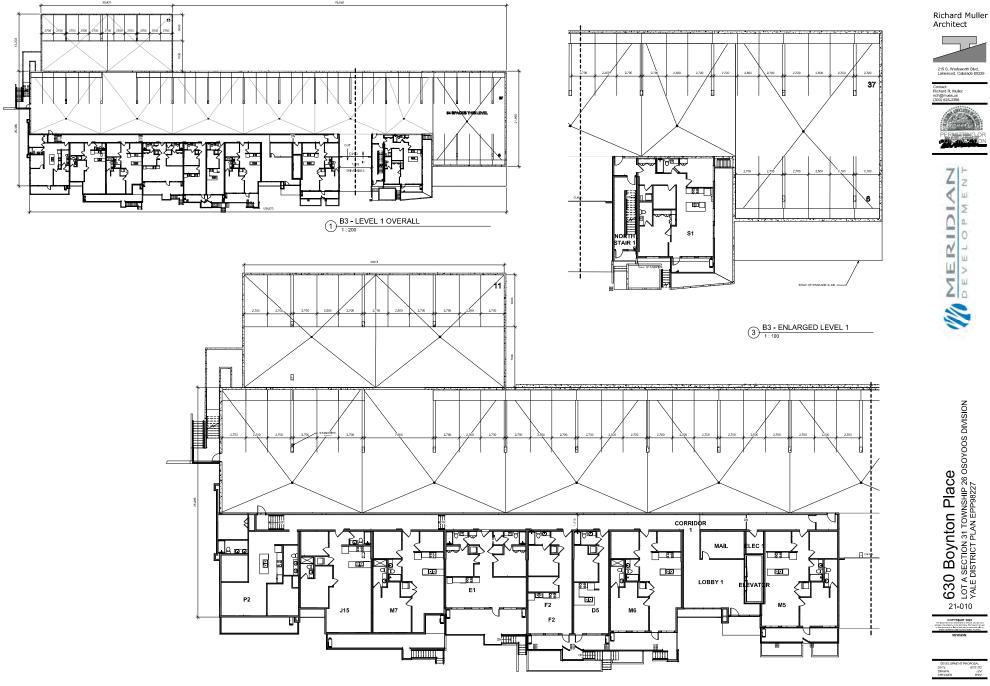




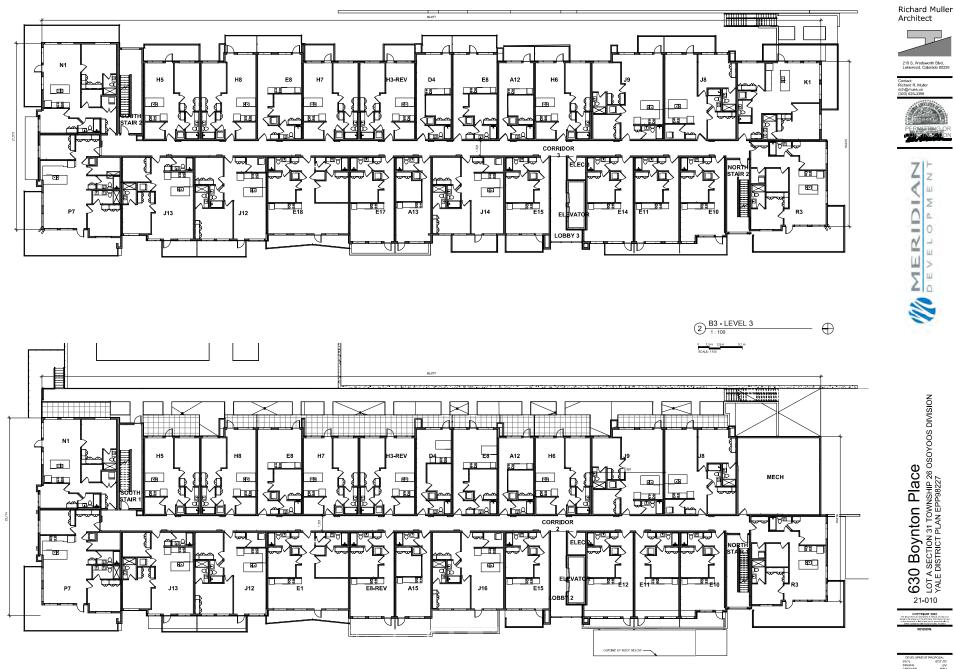


1 B3 - PARKADE OVERALL









BUILDING 3-LEVEL 2 AND LEVEL 3 A133 \oplus 136

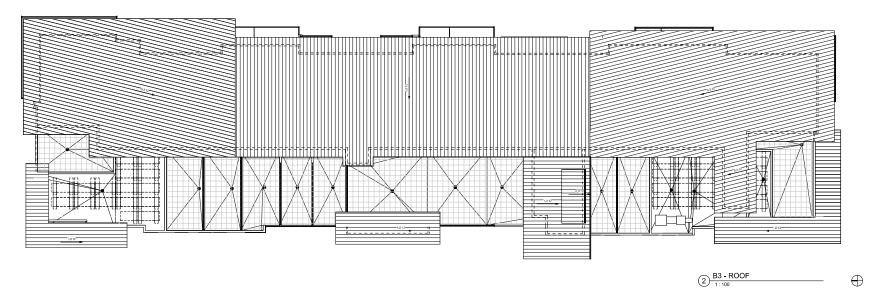
1 B3 - LEVEL 2

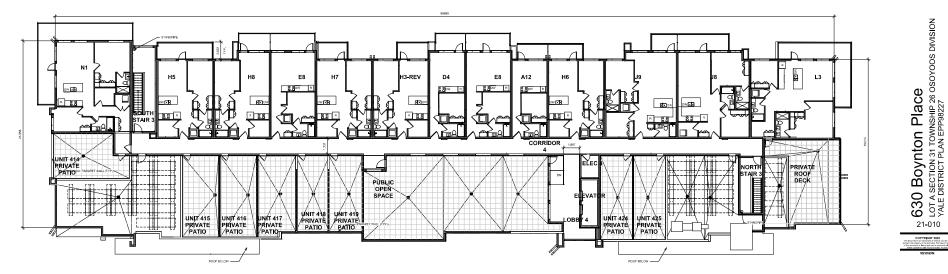
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07/21/22 JJM RRM

Contact: Richard R. Muller rich@mues.us (303) 625-3356

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Richard Muller Architect

215 S. Wadsworth Blvd. Lakewood, Colorado 80226

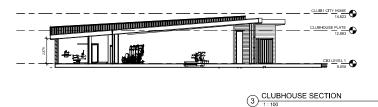
Contact: Richard R. Muller rich@mues.us (303) 625-3356

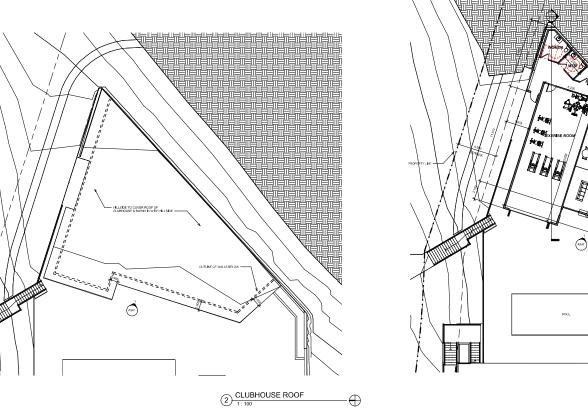


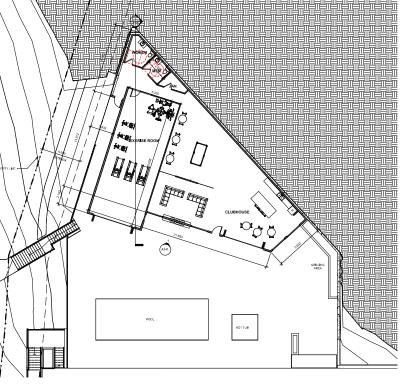
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1 B3 - LEVEL 4















DEVELOPMENT PROPOSAL DATE 07/21/22 DRAWN JJM CHECKED RRM

 $\underset{138}{\overset{\text{CLUBHOUSE}}{\text{A150}}}$

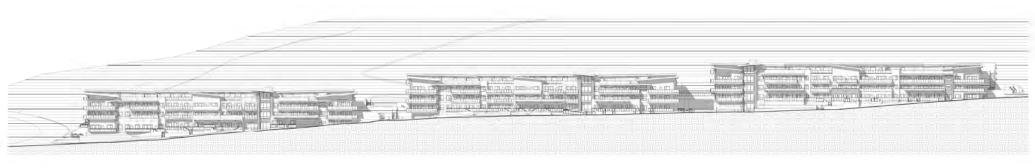


Richard Muller Architect









1 BOYNTON STREETSCAPE

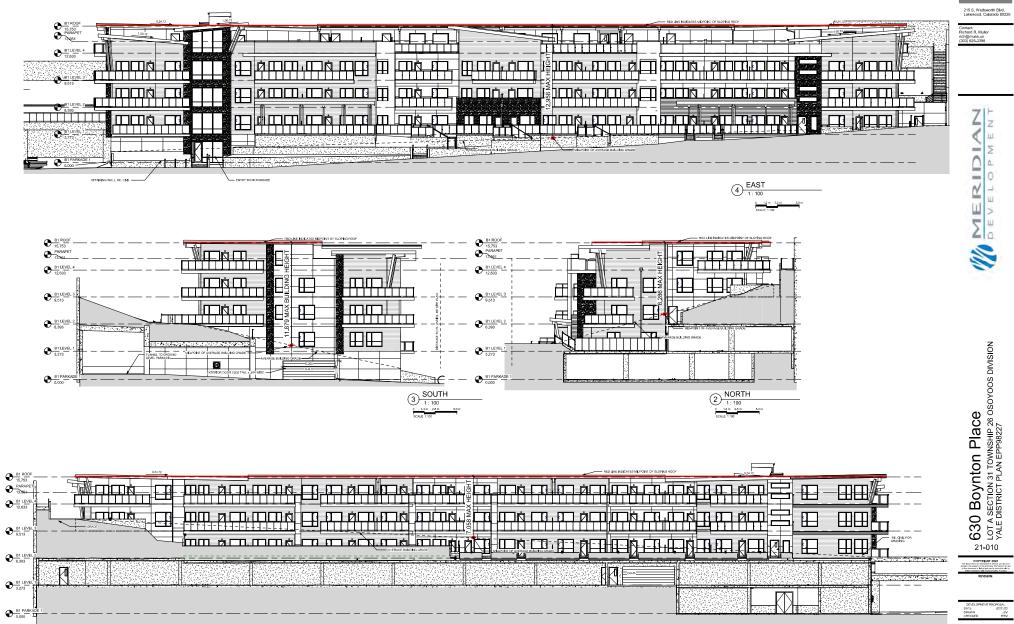










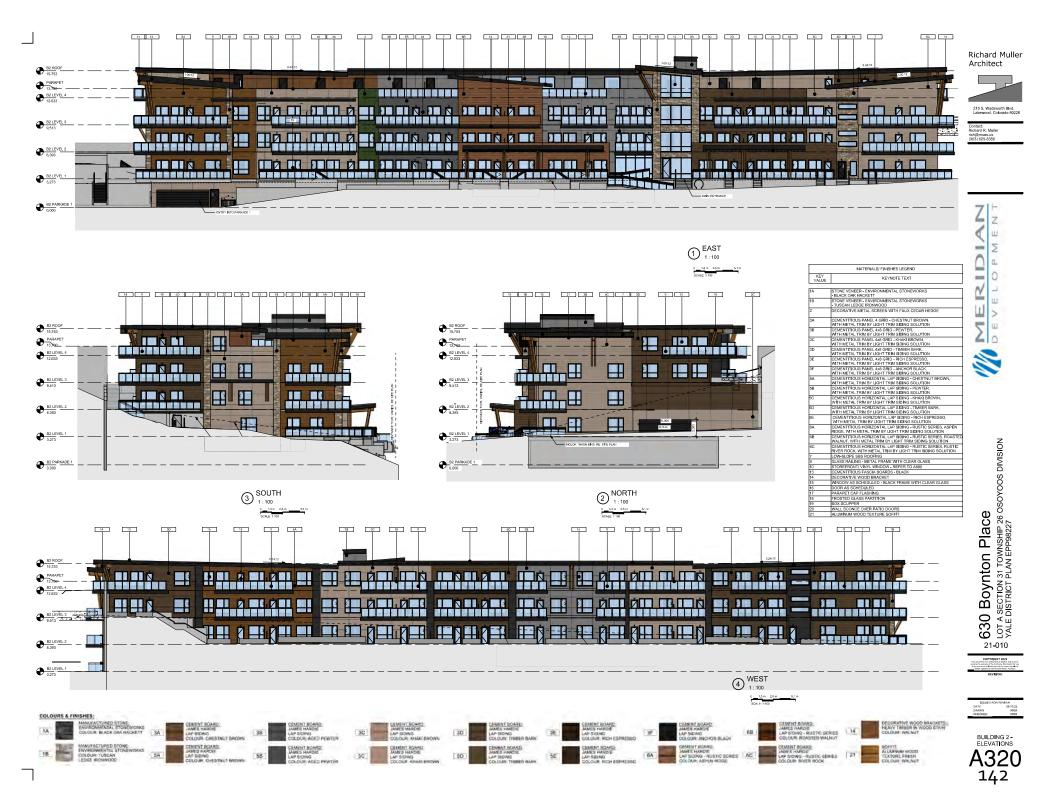


UEST 1:100 ⁰ 1:3m 25m ⁰ 50m ⁰ 50m



Richard Muller Architect

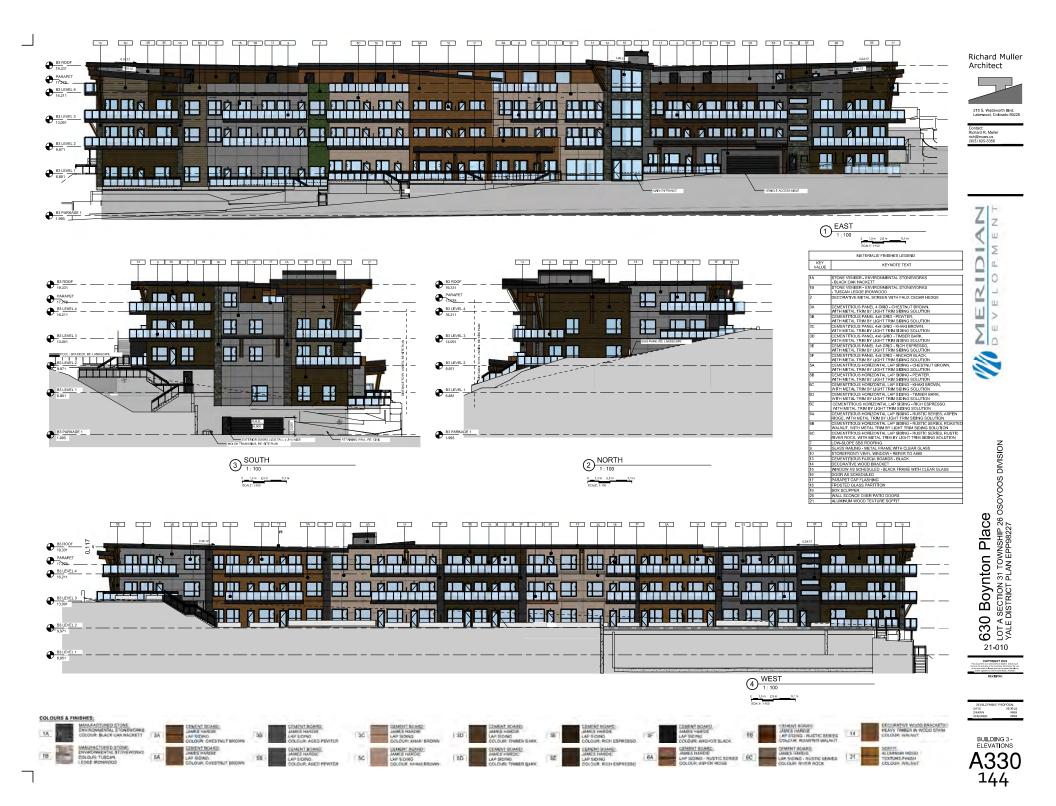
Architect

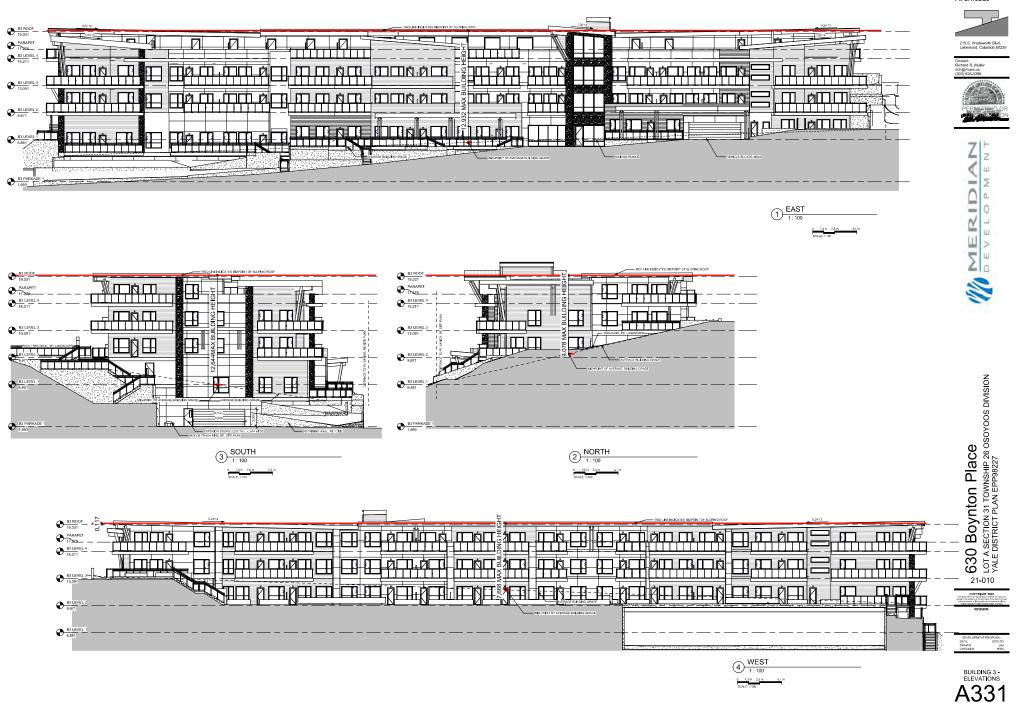




VVEST 1:100 0 1.3 m 2.5 m 5.1 m 5C4.E 1100







215 S. Wadsworth Blvd. Lakewood, Colorado 80220 Contact: Richard R. Muller rich@mues.us (303) 625-3356







CEMENT BOARD: AMES HARDIE LAP SIDING COLOUR: RICH ESPRESSO

GEMENT BOARD JAMES HARDIE LAP SIDING - RUSTIC SERES COLOUR: HIVER ROCK

SOFFIT ALUMINUM WOOD TEXTURE FINISH COLOUR: WALNUT

21

MANUFACTURED STONE ENVIRONMENTAL STONEWORKS COLOUR: BLACK OAK HACKETT

PORCELAIN TILE: CALACATTA PNONAIZO

8E

60

1A

10

CEMENTITIOUS FASCIA BOARDS - BLACK WINDOW AS SCHEDULED - BLACK FRAME WITH CLEAR GLASS DOOR AS SCHEDULED

ALUMINUM WOOD TEXTURE SOFFI INDOOR/ OUTDOOR FIREPLACE GREEN ROOF SYSTEM

WALL SCONC METAL RAILIN

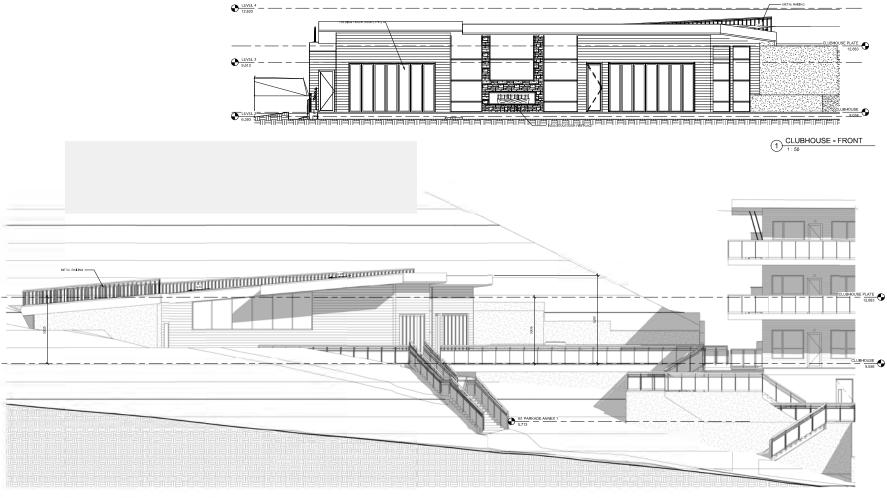








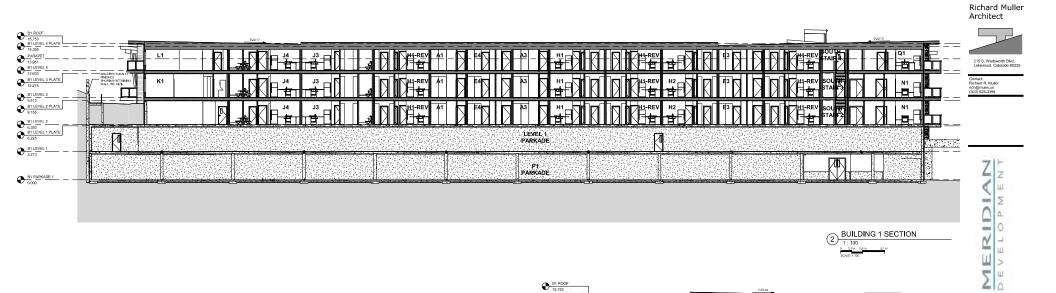


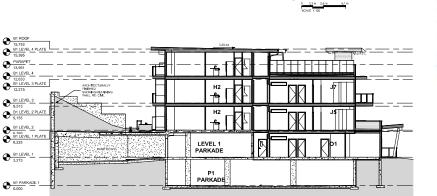


2 CLUBHOUSE - South









UILDING 1 SECTION

2 BUILDING 1 SECTION



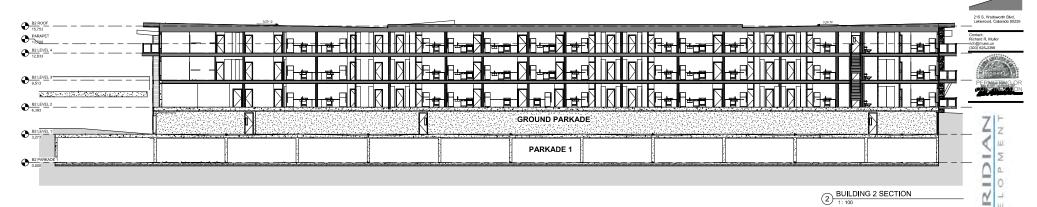


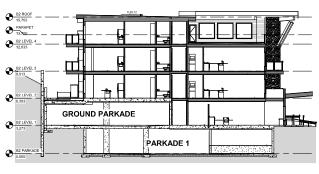
ROPOSAL 07/21/22 JJM RRM DATE DRAWN CHICKID





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DATE DRAWN 07/21/22 JJM













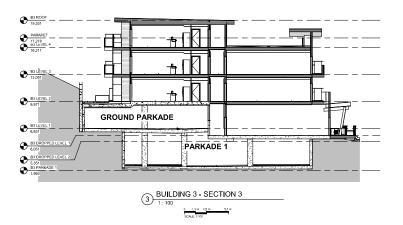


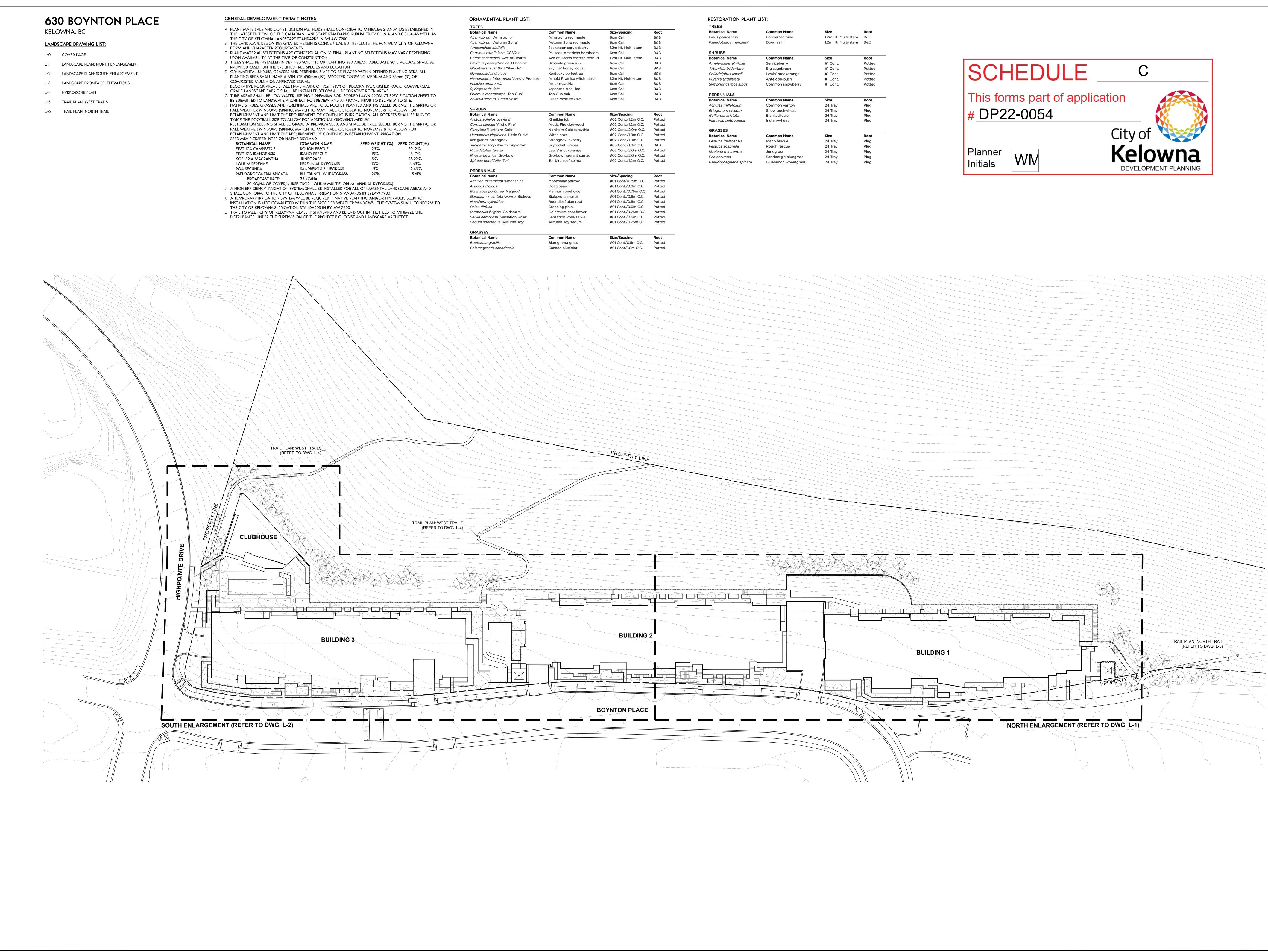




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PROJECT

REVISIONS / ISSUED

REISSUED FOR DP

ISSUED FOR COORDINATION

ISSUED FOR DP COORDINATION

ISSUED FOR DP COORDINATION

DESCRIPTION

NO. DATE

630 BOYNTON PLACE LOT A SECTION 31 TOWNSHIP 26 OSOYOOS DIVISION YALE DISTRICT PLAN EPP98227

CLIENT/OWNER & CONTACT INFO.

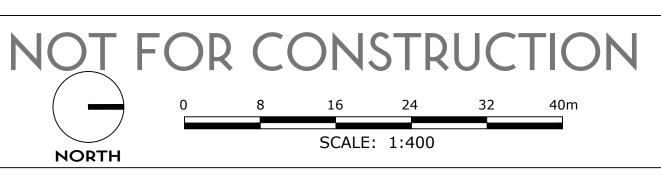
100-450 2nd AVE. NORTH, S7K 2C3 SASKATOON, SASKATCHEWAN, CANADA

MERIDIAN DEVELOPMENT CORP.

KARL MILLER karl.miller@meridiandevelopment.ca (306) 384-0431

TREES Botanical Name	Common Name	Size	Root
Pinus ponderosa	Ponderosa pine	1.2m Ht. Multi-stem	B&B
Pseudotsuga menziesii	Douglas fir	1.2m Ht. Multi-stem	B&B
Pseudotsuga menziesii	Douglas IIr	1.2m AL Multi-Stem	DQD
SHRUBS			
Botanical Name	Common Name	Size	Root
Amelanchier alnifolia	Serviceberry	#1 Cont.	Potted
Artemisia tridentata	Big sagebrush	#1 Cont.	Potted
Philadelphus lewisii	Lewis' mockorange	#1 Cont.	Potted
Purshia tridentata	Antelope-bush	#1 Cont.	Potted
Symphoricarpos albus	Common snowberry	#1 Cont.	Potted
PERENNIALS			
Botanical Name	Common Name	Size	Root
Achillea millefolium	Common yarrow	24 Tray	Plug
Eriogonum niveum	Snow buckwheat	24 Tray	Plug
Gaillardia aristata	Blanketflower	24 Tray	Plug
Plantago patogonica	Indian-wheat	24 Tray	Plug
GRASSES			
Botanical Name	Common Name	Size	Root
Festuca idahoensis	Idaho fescue	24 Tray	Plug
Festuca scabrella	Rough fescue	24 Tray	Plug
Koeleria macrantha	Junegrass	24 Tray	Plug
	Con alle everte le luce evenes	24 Trave	Plug
Poa secunda	Sandberg's bluegrass	24 Tray	Flug



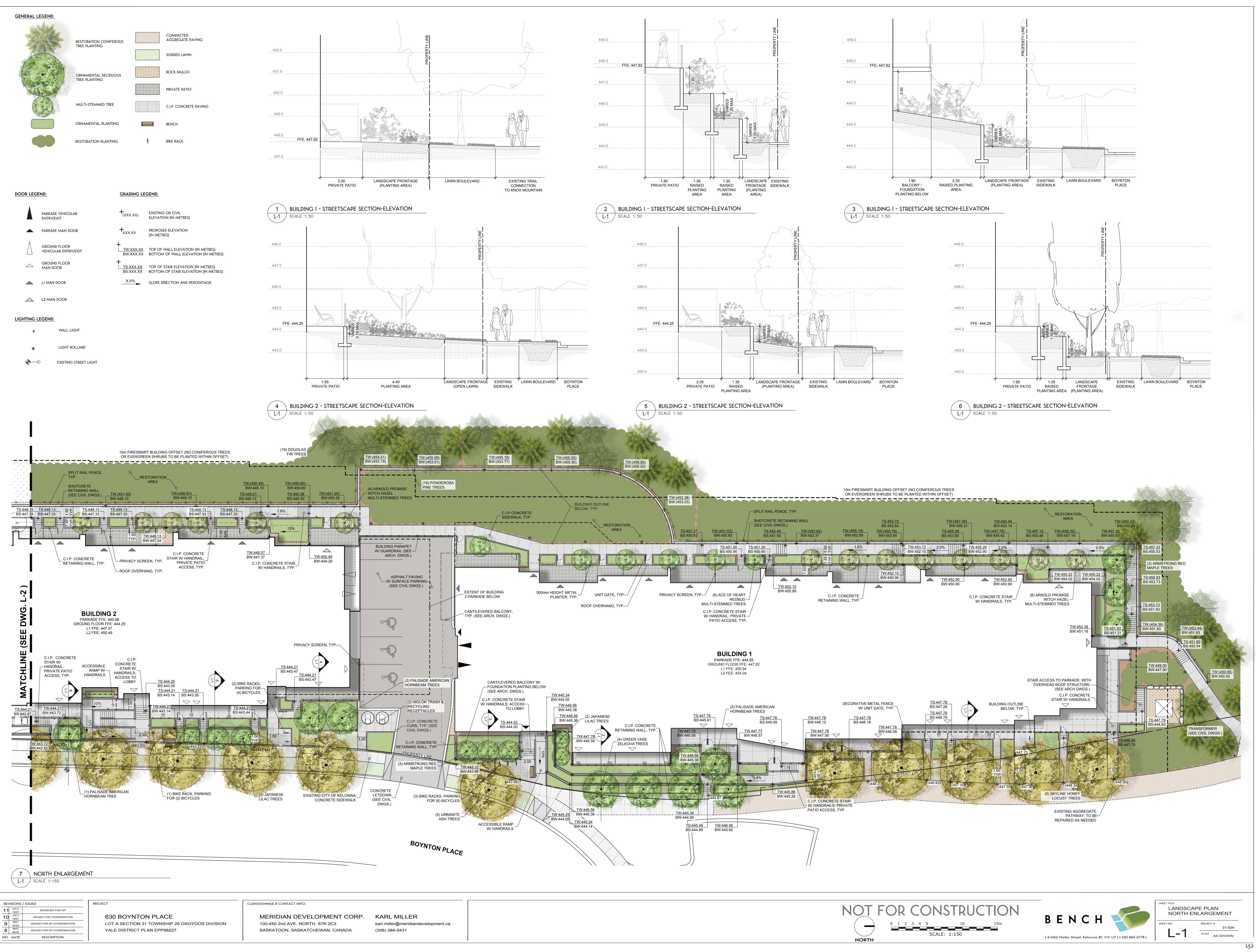




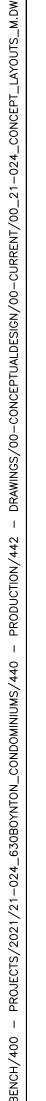




PROJECT # 21-024 SCALE 1:400









REVISIONS / ISSUED PROJECT JULY REISSUED FOR DP ISSUED FOR COORDINATION ISSUED FOR DP COORDINATION ISSUED FOR DP COORDINATION

DESCRIPTION

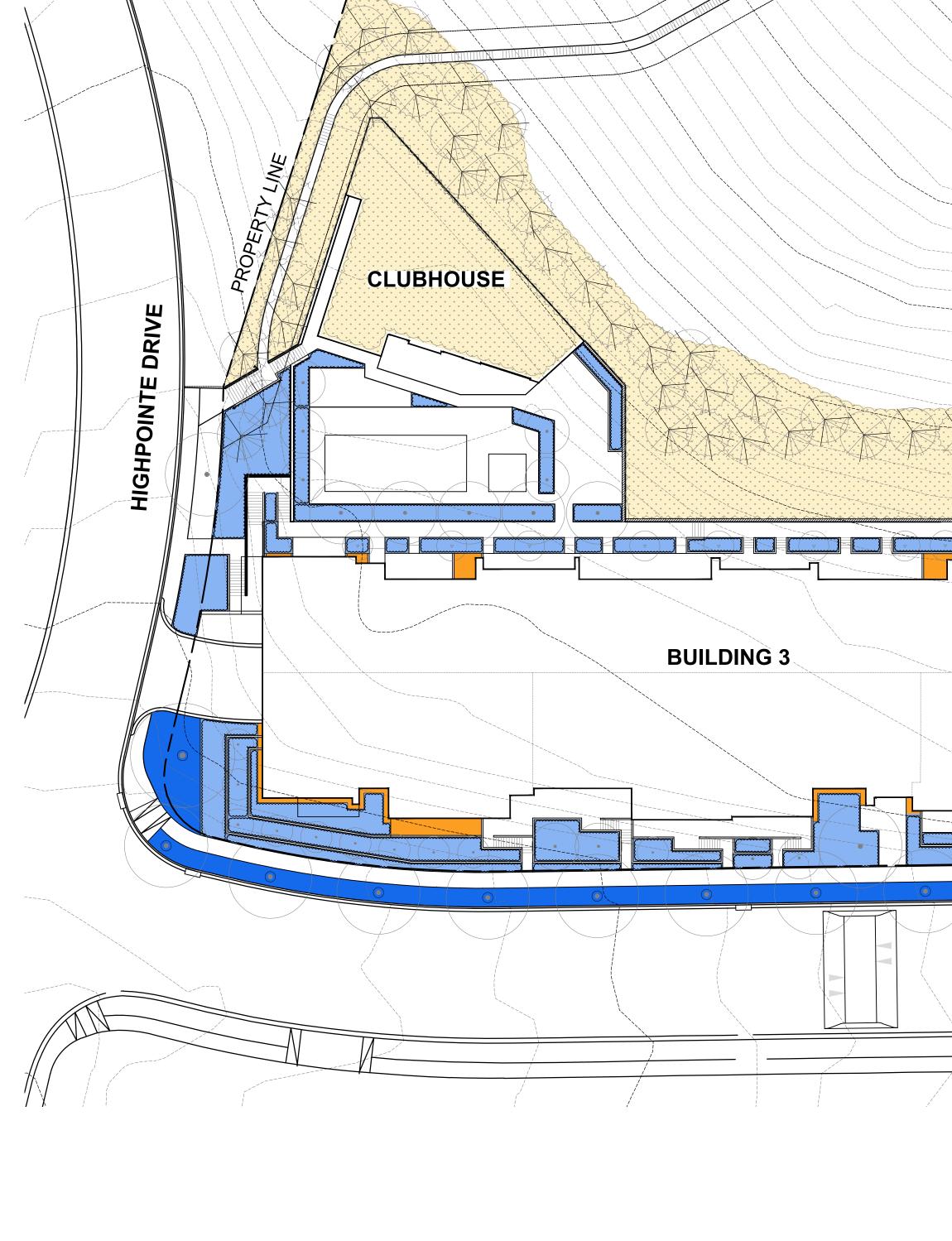
8 06/22

NO. DATE

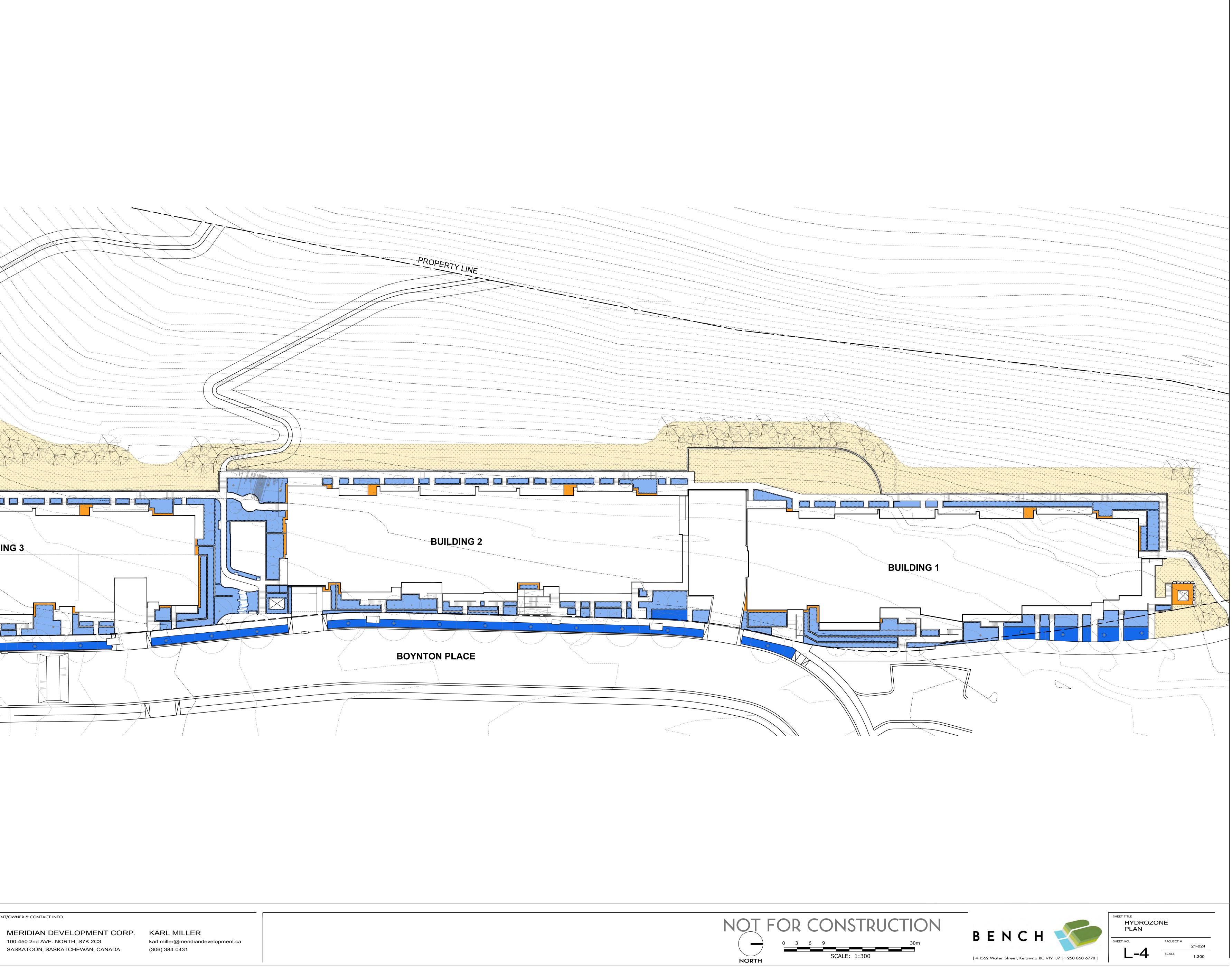
630 BOYNTON PLACE LOT A SECTION 31 TOWNSHIP 26 OSOYOOS DIVISION YALE DISTRICT PLAN EPP98227

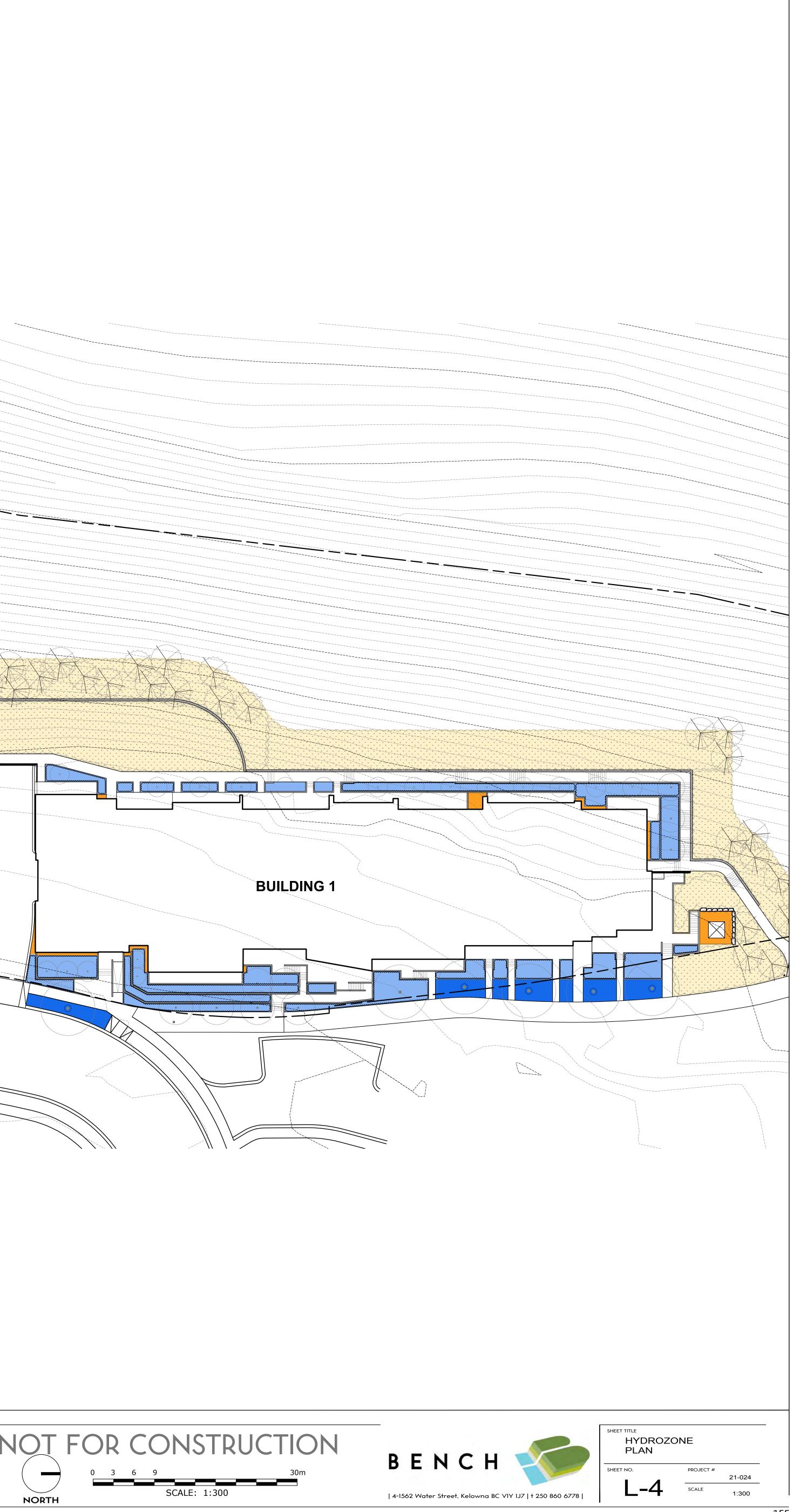
CLIENT/OWNER & CONTACT INFO.

100-450 2nd AVE. NORTH, S7K 2C3 SASKATOON, SASKATCHEWAN, CANADA

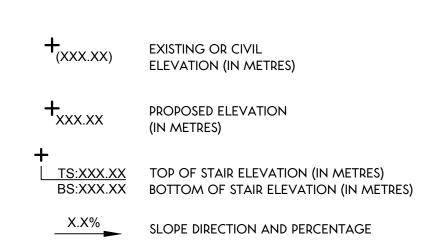


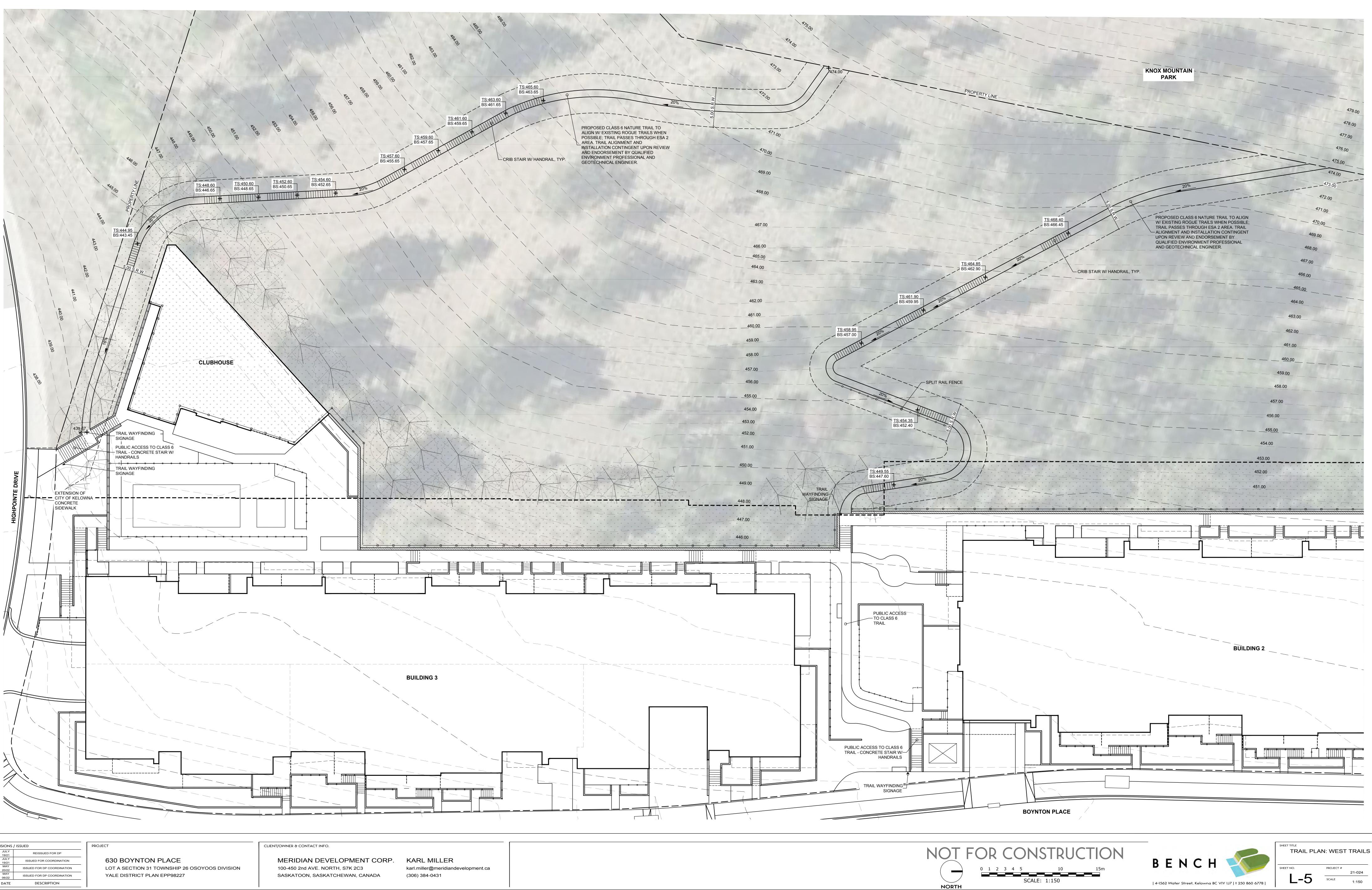
GENERAL LEGEND: HIGH WATER USE (LAWN) MEDIUM WATER USE (ORNAMENTAL PLANTING AREA) ESTABLISHMENT IRRIGATION ONLY (RESTORATION PLANTING AREA) UNWATERED PERVIOUS AREA (ROCK MULCH)





GRADING LEGEND:





NORTH

			-
REVISIONS / ISSUED		PROJE	
11	JULY 19/21	REISSUED FOR DP	
10	JULY 19/21	ISSUED FOR COORDINATION	
9	MAY 20/22	ISSUED FOR DP COORDINATION	
8	MAY 06/22	ISSUED FOR DP COORDINATION	
NO.	DATE	DESCRIPTION	

LOT A SECTION 31 TOWNSHIP 26 OSOYOOS DIVISION YALE DISTRICT PLAN EPP98227

100-450 2nd AVE. NORTH, S7K 2C3 SASKATOON, SASKATCHEWAN, CANADA

karl.miller@meridiandevelopment.ca (306) 384-0431

L-5

| 4-1562 Water Street, Kelowna BC V1Y 1J7 | † 250 860 6778 |

GRADING LEGEND:

+ (XXX.XX) EXISTING OR CIVIL ELEVATION (IN METRES)

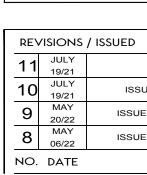
+xxx.xx proposed elevation (IN METRES)

+ X.X% SLOPE DIRECTION AND PERCENTAGE

 TS:XXX.XX
 TOP OF STAIR ELEVATION (IN METRES)

 BS:XXX.XX
 BOTTOM OF STAIR ELEVATION (IN METRES)

456.0r **BUILDING 1** _____ 454 r <mark>↔ ↔ ↔ </mark>



PROJECT

REISSUED FOR DP

ISSUED FOR COORDINATION

ISSUED FOR DP COORDINATION

ISSUED FOR DP COORDINATION

DESCRIPTION

630 BOYNTON PLACE LOT A SECTION 31 TOWNSHIP 26 OSOYOOS DIVISION YALE DISTRICT PLAN EPP98227

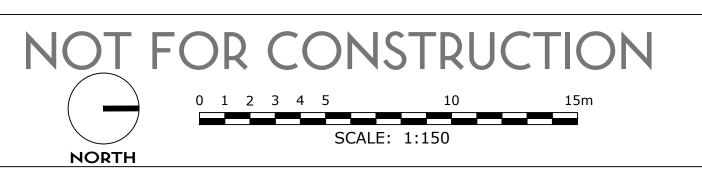
CLIENT/OWNER & CONTACT INFO.

100-450 2nd AVE. NORTH, S7K 2C3 SASKATOON, SASKATCHEWAN, CANADA



MERIDIAN DEVELOPMENT CORP. KARL MILLER

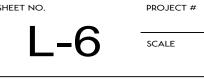
karl.miller@meridiandevelopment.ca (306) 384-0431







SHEET TITLE TRAIL PLAN: NORTH TRAIL



PROJECT # 21-024 1:150



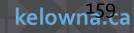
DP22-0054/DVP22-0056 630 Boynton Place

Development Permit and Development Variance Permit Application



Proposal

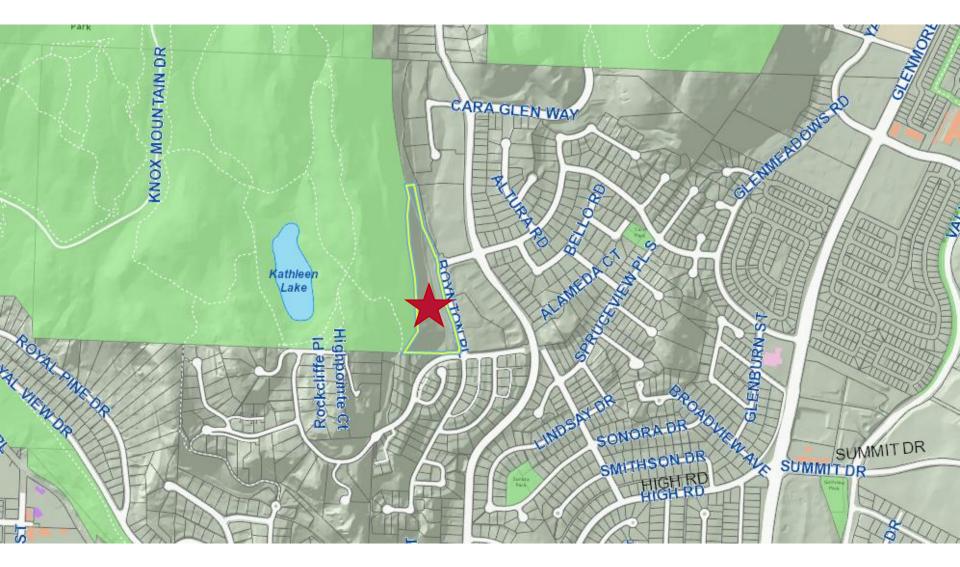
To consider a Development Permit and Development Variance Permit for the form and character of a residential development with variances to maximum building frontage and retaining wall height.



Development Process



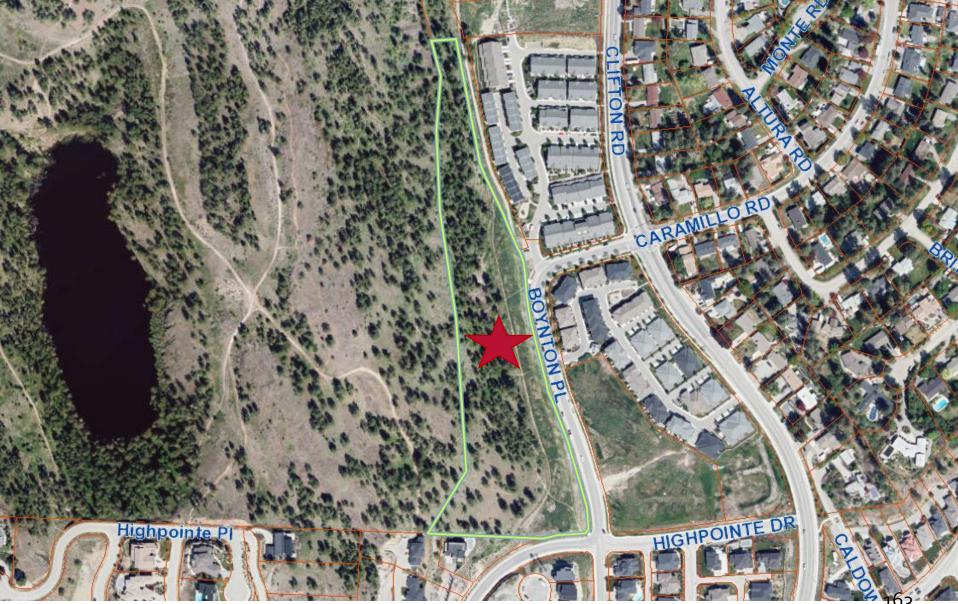
Context Map



OCP Future Land Use / Zoning



Subject Property Map



Subject Property Photo



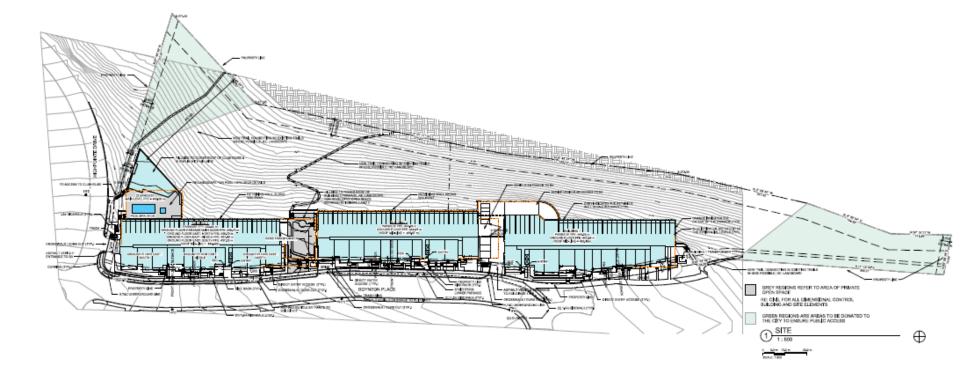


Project Details

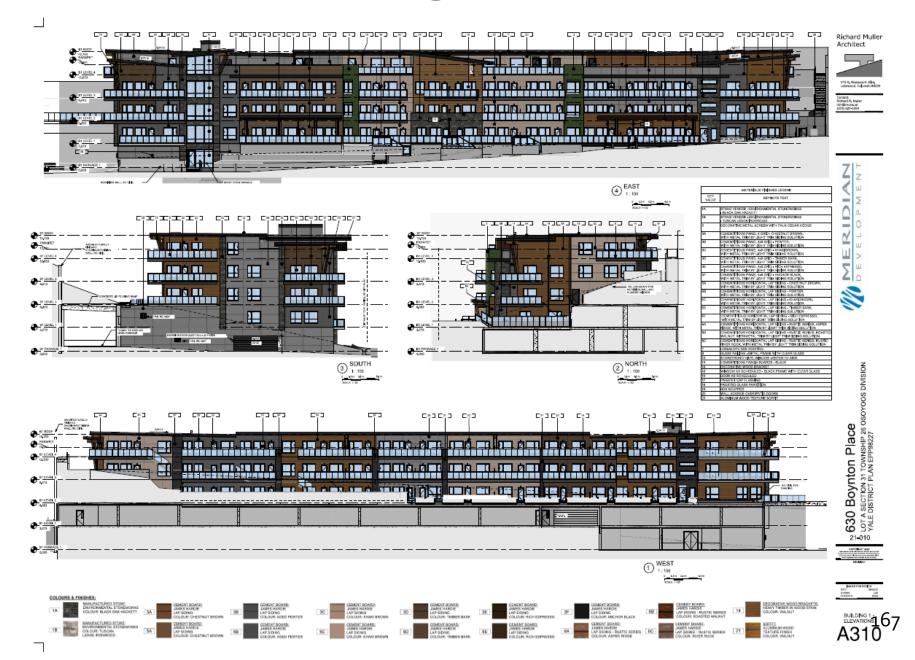
- Multi-family residential development
- 218 units
 - Studio, one and two bedroom units
 - Three buildings 4 storeys
 - Underground parkades
- Identified variances to maximum building, frontage and retaining wall height.



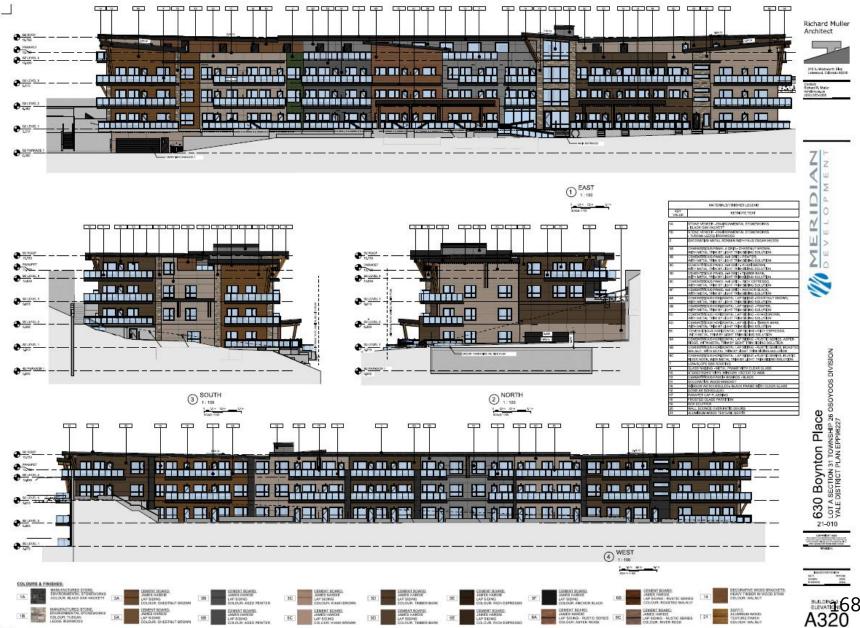
Site Plan



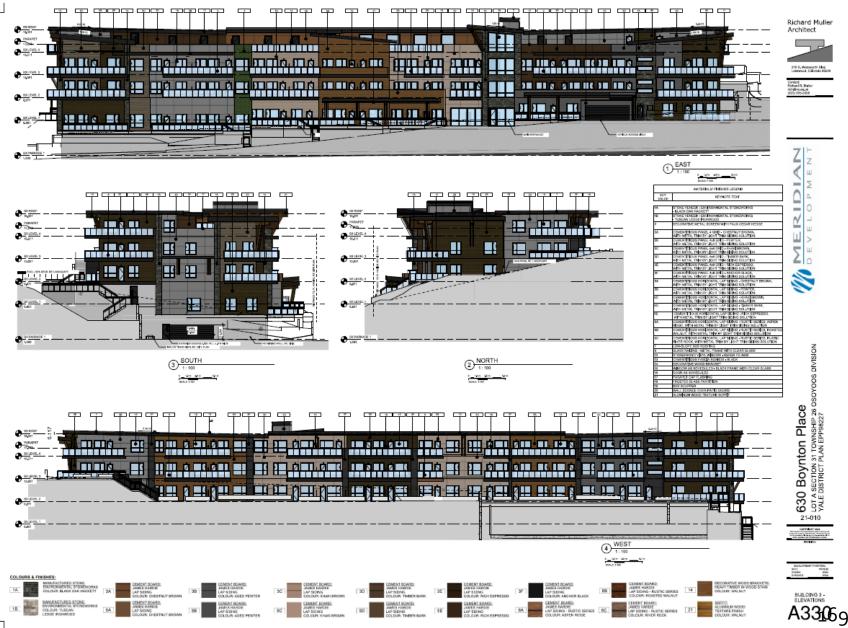
Elevations – Building 1



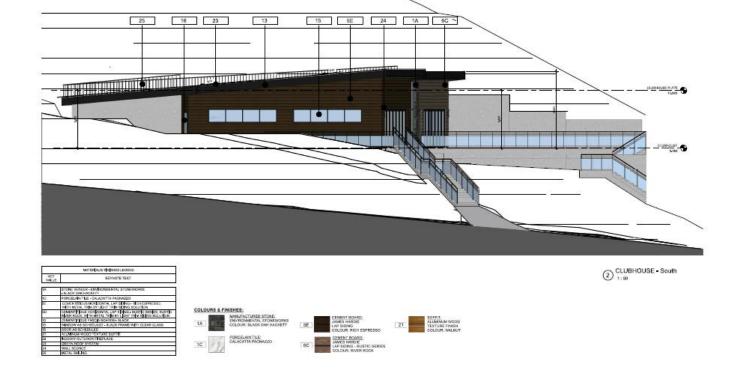
Elevations – Building 2



Elevations – Building 3



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Elevations – Club House

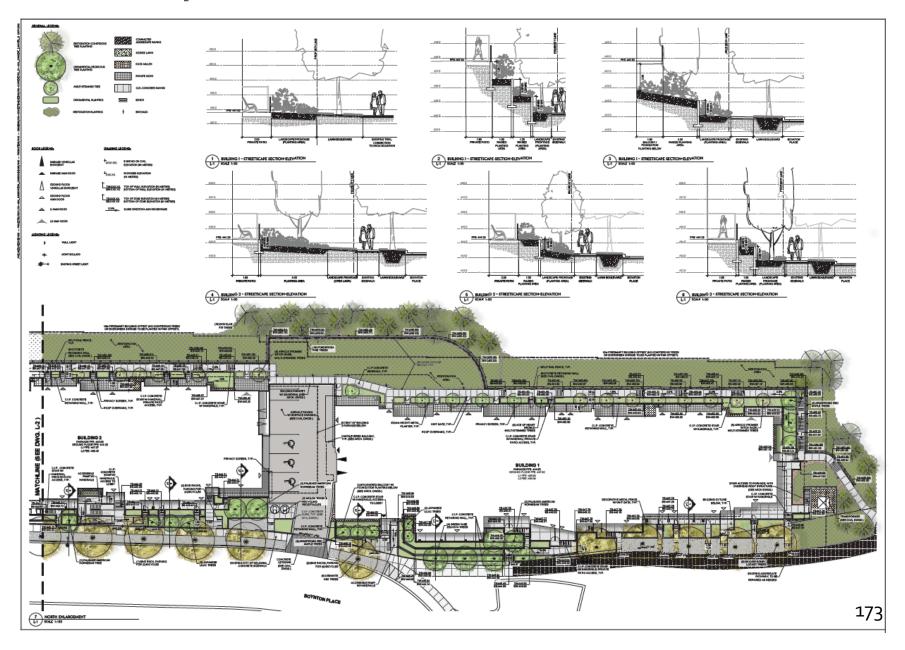
Renderings



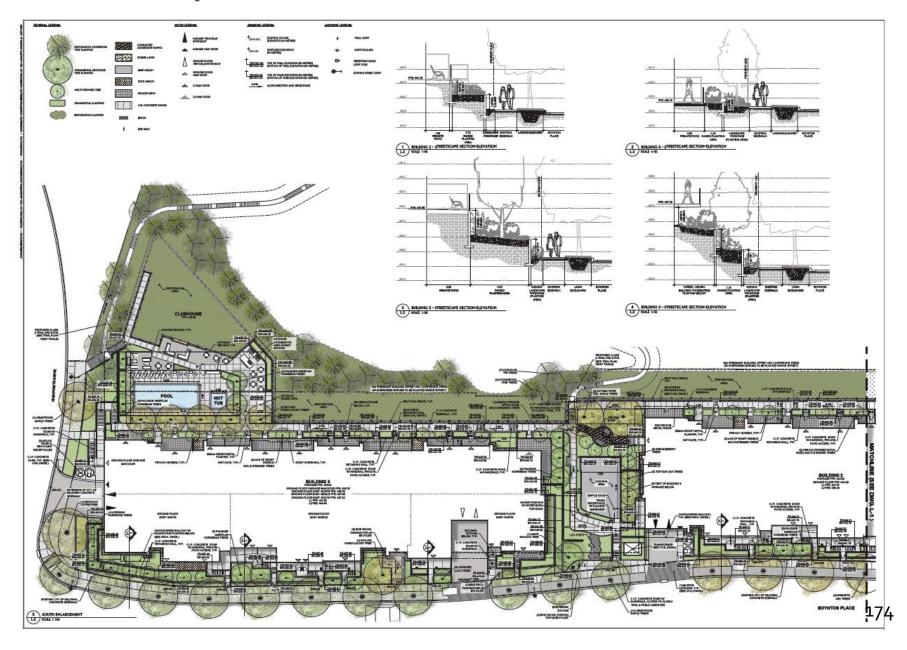
Renderings



Landscape Plan



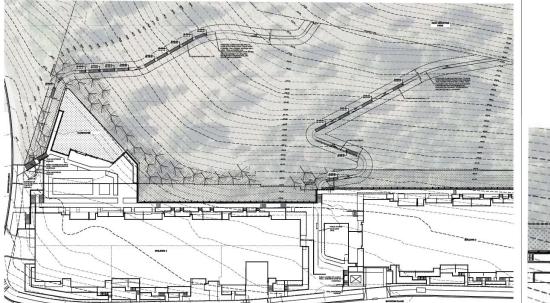
Landscape Plan

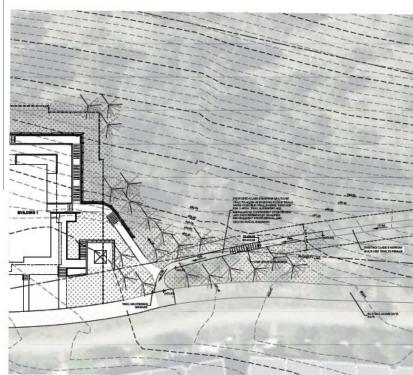


Landscape Plan



Trail Connections







Staff Recommendation

- Staff recommend support for the development permit and development variance permit application
 - Consistent with OCP Design Guidelines;
 - Provides a mix of housing types;
 - Meets zoning regulations in regards to:
 - Parking requirements
 - Open space requirements





Conclusion of Staff Remarks



MERIDIAN DEVELOPMENT 630 Boynton Place

DP and Variance Permit Presentation to City Council 179



WHO IS MERIDIAN?















REQUESTED VARIANCES

1. Retaining Wall Height

Meridian is requesting a retaining wall height variance from the stipulated **1.2 metres** to a maximum of **3 metres**. (1.8m over)

2. Building Length

The proposed building frontages are **90 metres**, a variance from **40 metres** as stipulated in the zoning.

CHANGES BASED ON COMMUNITY FEEDBACK

1. Building Design and Massing



- A. Pedestrian-friendly design features at street level
- B. Horizontal and vertical **articulations** that soften building massing
- C. Windows, decks, and patios designed to maximize streetscape sightlines
- D. Variety of building materials that **compliment** the **surrounding environment**
- E. Thoughtful landscape design that stays true to Knox Mountain





CONTINUED

2. Building height





CONTINUED

3. Access to Knox Mountain and Greenspace



Disclaimer: artist's depiction, building and land sizes are approximate



CHANGES BASED ON COMMUNITY FEEDBACK

CONTINUED

4. Parking





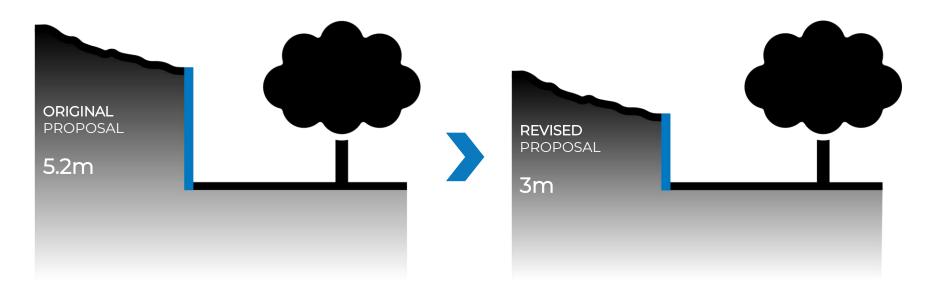




CHANGES BASED ON COMMUNITY FEEDBACK

CONTINUED

5. Retaining Walls



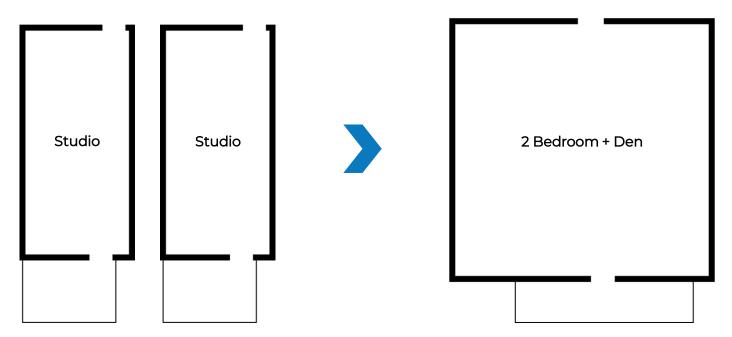


CONTINUED

6. Density

Where possible, we created more family-friendly floorplans by combining smaller homes.

This brings the overall density down by approximately 4%.

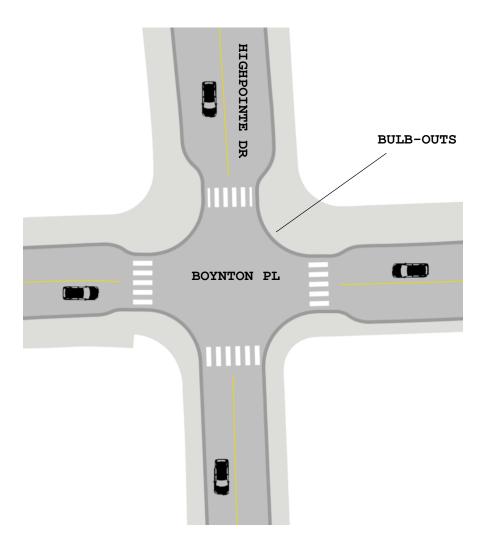






ADDRESSING TRAFFIC CONCERNS

Meridian has agreed to pay for and install **traffic** calming measures at the corner of **Boynton and** Highpointe to address community concerns around traffic.







Thank you 189

CITY OF KELOWNA

BYLAW NO. 12303 Z21-0084 442 Eldorado 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 6 District Lot 167, ODYD, Plan 10989 located on Eldorado Road, Kelowna, BC from the RU1 Large Lot Housing zone to the RU2 Medium Lot Housing zone.
- 2. This bylaw shall come into full force and effect and is binding on all persons as and from the date of adoption.

Read a first time by the Municipal Council this 15th day of November, 2021.

Public Hearing waived by the Municipal Council this 15th day of November, 2021.

Read a second and third time by the Municipal Council this 6th day of December, 2021.

Adopted by the Municipal Council of the City of Kelowna this

Mayor

City Clerk





Date:	August 23 rd , 2022			
То:	Council			
From:	City Manager			
Department:	Development F	Planning		
Application:	DVP21-0202		Owner:	Paul Benjamin Neufeld, Meghan Mary Neufeld and Pillar West Developments Inc., Inc.No. BC1066488
Address:	442 Eldorado R	d	Applicant:	Urban Options Planning Corp.
Subject:	Development Variance Permit Applicat		ion	
Existing OCP Designation:		S-RES – Suburban - Re	sidential	
Existing Zone:		RU2 – Medium Lot Hou	using	

1.0 Recommendation

THAT final adoption of Rezoning Bylaw No. 12303 be considered by Council;

AND THAT Council authorizes the issuance of Development Variance Permit No. DVP21-0202 for Lot 6 District Lot 167 ODYD Plan 10989, located at 442 Eldorado Rd, Kelowna, BC;

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

Section 13.2.5(a): RU2 – Medium Lot Housing, Subdivision Regulations

To vary the required lot width from 15.0m required to 14.56m proposed.

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

Purpose

To issue a Development Variance Permit to vary the required lot width from 15.0m required to 14.56m proposed to facilitate a two-lot subdivision.

2.0 Development Planning

Staff support the proposed Development Variance Permit application to vary the required lot width from 15.0m required to 14.56m proposed. The property is zoned RU₂ – Medium Lot Housing and both proposed lots meet the minimum 400m² lot size. Since the required density is being met, Staff believe the proposed

lot width is wide enough to support a single-family dwelling on each lot, as corner lots require 2.0m more in width, than mid-block properties. If the property is successfully subdivided, the owners would then be able to apply for a Building Permit, where the minimum parking, setbacks, drive aisle and other development regulations would be required to be met.

3.0 Proposal

3.1 <u>Project Description</u>

The Development Variance Permit Application is to vary the required lot width in order to facilitate a two-lot subdivision. The variance would be to the lot width of proposed Lot B from 15.0m to 14.56m, which is required in order to subdivide the subject property. The property is zoned RU₂, so if successful, one single-family dwelling would be permitted on each lot.

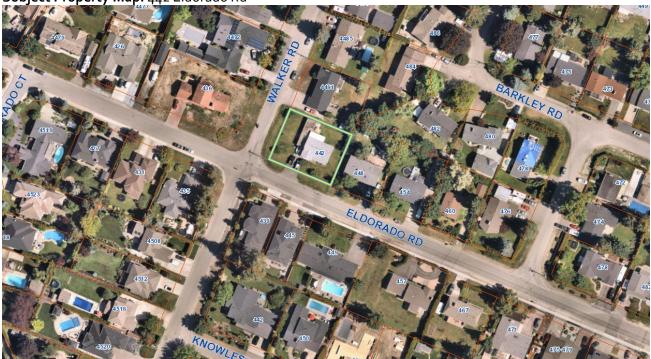
3.2 <u>Site Context</u>

The subject property is located in the North Mission – Crawford OCP Sector and is within the Permanent Growth Boundary (PGB). The surrounding area is largely zoned RU1 – Large Lot Housing and RU2 – Medium Lot Housing. The surrounding area almost entirely has the Future Land Use Designation of S – RES – Suburban – Residential.

Specifically, adjacent land uses are as follows:

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

Subject Property Map: 442 Eldorado Rd



3.3 Zoning Analysis Table

Zoning Analysis Table			
CRITERIA	RU2 ZONE REQUIREMENTS	PROPOSAL	
Subdivision Regulations			
Min. Lot Area	400m ²	444.3m ² (Lot A) / 497.8m ² (Lot B)	
Min. Lot Width	13.0m / 15.0m (corner lot)	13.0m (Lot A) / 14.56m 🛛 (Lot B)	
Min. Lot Depth	30.0M	34.176m	
Indicates a requested variance to Section 13.2.5a – Subdivision Regulations			

4.0 Current Development Policies

Objective 7.2 Design Suburban Neighbourhoods to be low impact, context sensitive and adaptable		
Policy 7.2.1	Consider a range of low-density ground-oriented housing development to improve	
Ground Oriented	housing diversity and affordability to reduce the overall urban footprint of	
Housing	Suburban Neighbourhoods. Focus more intensive ground-oriented housing where	
-	it is in close proximity to small scale commercial services, amenities like schools and	
	parks, existing transit service and/or transportation facilities	
	The proposed development is ground-oriented housing.	

5.0 Application Chronology

Date of Application Received:	August 25 th , 2021
Date Public Consultation Completed:	September 14 th , 2021

Report prepared by:	Tyler Caswell, Planner
Reviewed by:	Dean Strachan, Community Planning & Development Manager
Reviewed by:	Terry Barton, Development Planning Department Manager
Approved for Inclusion:	Ryan Smith, Divisional Director, Planning & Development Services

Attachments:

Attachment A: Draft Development Permit DVP21-0202

Schedule A: Proposed Subdivision Plan

Attachment B: Applicant's Rationale



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

442 Eldorado Rd

and legally known as

Lot 6 District Lot 167 ODYD Plan 10989

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

RU2 – Medium Lot Housing

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

Date of Council Decision	August 23 rd , 2022
Decision By:	COUNCIL
Existing Zone:	RU2 – Medium Lot Housing
Future Land Use Designation:	S-RES – Suburban - Residential

This is NOT a Building Permit.

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

NOTICE

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

Owner: Paul & Meghan Neufeld and Pillar West Developments Inc., Inc.No. BC1066488

Applicant: Urban Options Planning Corp.

Terry Barton Development Planning Department Manager Planning & Development Services Date



1. SCOPE OF APPROVAL

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

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

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

2. CONDITIONS OF APPROVAL

That variances to the following section of the Zoning Bylaw No. 8000 be granted in accordance with Schedule "A":

Section 13.2.5(a): RU2 – Medium Lot Housing, Subdivision Regulations

To vary the the required lot width from 15.0m required to 14.56m proposed.

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

3. INDEMNIFICATION

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

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

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

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







REVISED October 27, 2021

City of Kelowna **Urban Planning Department** 1435 Water Street Kelowna, BC

Rezoning, DVP, and PLR Application at 442 Eldorado Road

Dear Planning Staff,

The purpose of this application is to rezone the subject property from RU1 – Large Lot Housing to RU2 – Medium Lot Housing and secure a Variance Permit. This process will facilitate a two-lot Subdivision which is being applied for concurrently. The intent is to create two medium sized lots which will blend seamlessly into the existing community. The existing dwelling located on this property will be removed as part of the development process. The immediate area of the subject property is designated in the OCP as Single/Two Unit Residential (S2RES), a designation that supports the RU2 – Medium Lot Housing zone.

Rezoning

The immediate neighbourhood includes a range of housing densities, ranging from "RU1 – Large Lot Housing" up to "RU6 – Two Dwelling Housing." The neighbourhood consists of several older dwellings located on large lots. However, there have been several subdivisions since the mid-2000's that have created smaller lots in the neighbourhood. The area is well served with several schools, parks, and the Okanagan Mission Community Hall. In addition, the subject property is located within 0.5km from Sarsons' Beach Park and the Eldorado Road Beach Access. Shopping is an easy walk away to the local commercial hub.

Development Variance Permit

One Development Variance is being requested as part of this application:

• To reduce the required lot width from 15.0m on a corner lot to 14.566m for Proposed Lot B.

We believe the proposed Variance to reduce the lot width is reasonable because the proposed width at the front yard setback is only 0.434m less than the bylaw requirement of 15.0m. The lot width at the rear yard is 14.849m, which is only 0.151m less than 15.0m. In addition, the resulting properties exceed the minimum parcel size of 400m² under the RU2 – Medium Lot Housing zone.

Subdivision

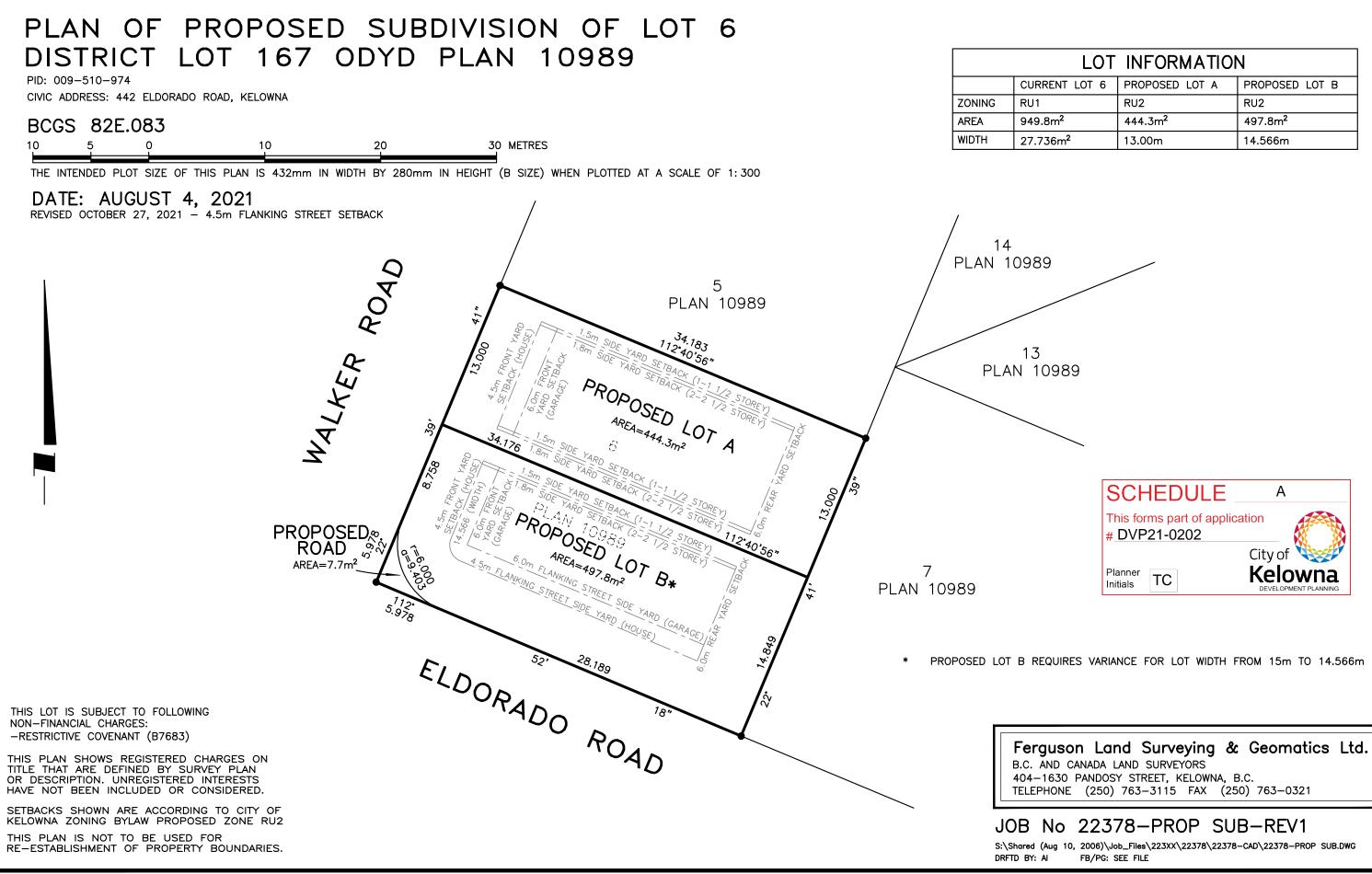
The proposed subdivision conforms to the OCP Future Land Use designation of S2Res – Single / Two Unit Residential. In the immediate neighbourhood, there are 8 properties zoned RU2, many of which have been recently subdivided. The proposed subdivision will allow for upgrades to a property which has seen limited redevelopment since its original construction in 1967. With regards to road dedication, 7.7m² will be dedicated at the corner of Walker and Eldorado to allow for the road to be upgraded to an urban standard.

For any questions, please contact Birte at 250.575.6707 or email <u>birte@urbanoptions.ca</u>.

Regards,

Birte Decloux, RPP MCIP Urban Options Planning Corp.





LOT INFORMATION			
RENT LOT 6	PROPOSED LOT A	PROPOSED LOT B	
	RU2	RU2	
8m²	444.3m ²	497.8m ²	
36m²	13.00m	14.566m	



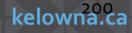
DVP21-0202 442 Eldorado Road

Development Variance Application



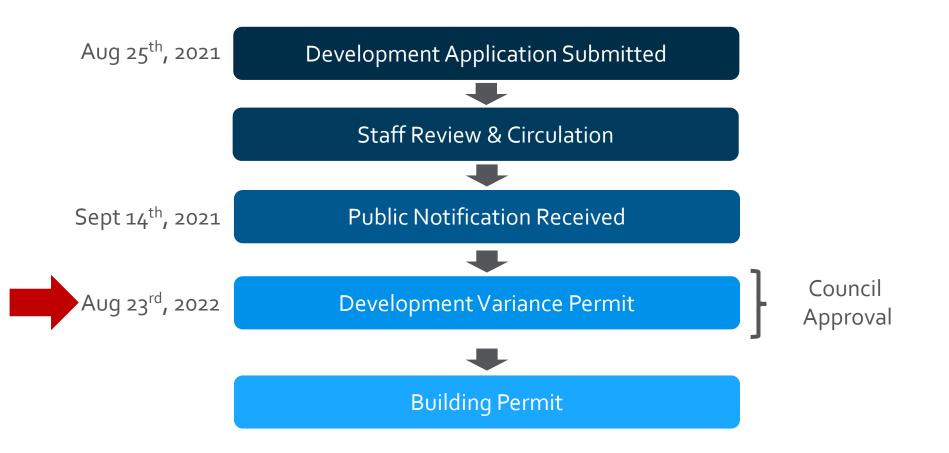
Proposal

To consider a Development Variance Permit to vary the required lot width from 15.0m required to 14.56m proposed to facilitate a two-lot subdivision.



Development Process



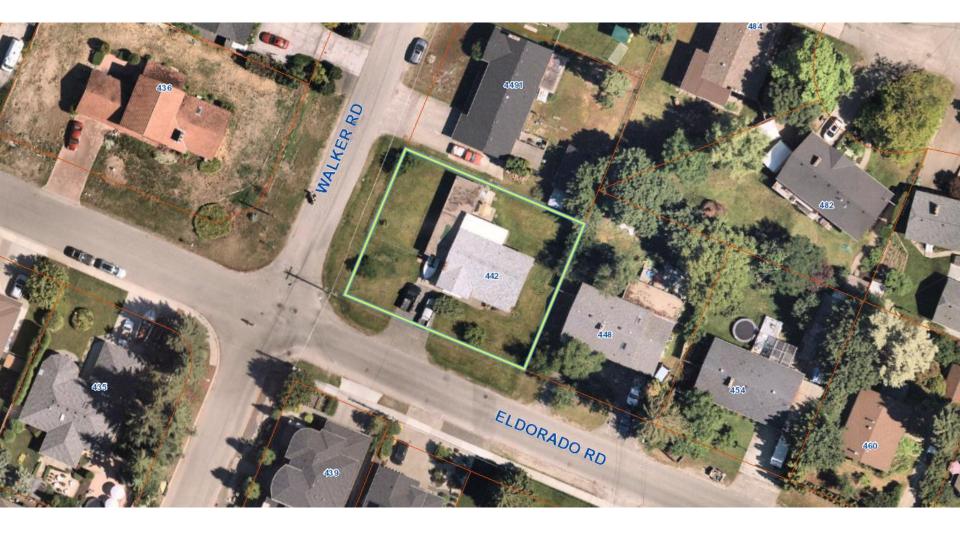


kelowna.ca

Context Map



Subject Property Map





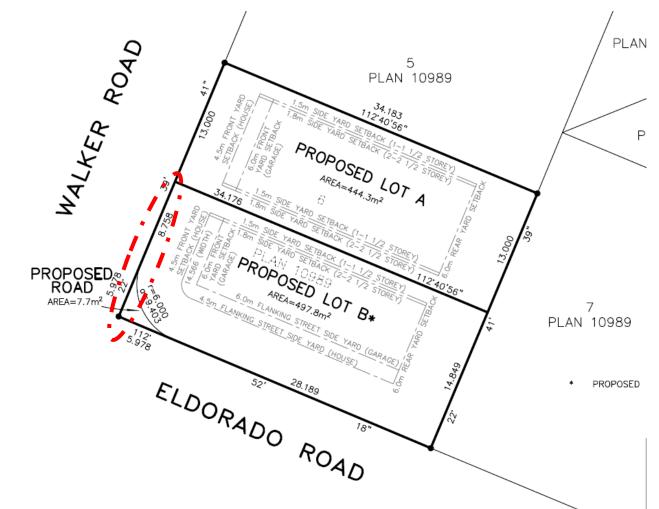
Project details

- The Development Variance Permit Application is to vary Lot B width from 15.0m required to 14.56m proposed.
 - This is to facilitate a two-lot subdivision.
- ► If successful, the existing home will be removed.
- The proposed homes are expected to meet the development regulations of the RU2 zone.





Site Plan







Staff Recommendation

- Staff recommend support of the proposed Development Variance Permit application.
 - ► The required 400m2 density is being met.
 - The addition of one new dwelling into the neigbourhood.
 - Staff believe the proposed lot width is wide enough to support two dwellings.





Conclusion of Staff Remarks

CITY OF KELOWNA

BYLAW NO. 12333 Z21-0099 2241 Springfield 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:

- THAT City of Kelowna Zoning Bylaw No. 8000 be amended by changing the zoning classification of Lot B District Lots 128 and 142, ODYD, Plan KAP85660 located on Springfield Road, Kelowna, BC from the C4 – Urban Centre Commercial zone to the C4r – Urban Centre Commercial (Residential Rental Tenure Only) zone.
- 2. This bylaw shall come into full force and effect and is binding on all persons as and from the date of adoption.

Read a first, second and third time by the Municipal Council this 21st day of March, 2022.

Approved under the Transportation Act this 8th day of April, 2022.

<u>Sean Potter</u> (Approving Officer – Ministry of Transportation)

Adopted by the Municipal Council of the City of Kelowna this

Mayor

City Clerk





Date:	August 23, 2022			
То:	Council			
From:	City Manager			
Department:	Development F	Planning		
Application:	DP21-0231 DVI	P21-0232	Owner:	Ironclad Developments Mission Heights Holdings Inc., Inc.No. Ao119488
Address:	2241 Springfiel	ld Rd	Applicant:	Ironclad Developments Inc.
Subject:	Development F	Permit and Developmen	t Variance Pern	nit Application
Existing OCP De	esignation:	UC – Urban Centre		
Existing Zone:		C4r - Urban Centre Cor	nmercial (Resid	lential Rental Tenure Only)

1.0 Recommendation

THAT final adoption of Rezoning Bylaw No. 12333 be considered by Council;

AND THAT Council authorizes the issuance of Development Permit No. DP21-0231 and Development Variance Permit No. DVP21-0232 for LOT B DISTRICT LOTS 128 AND 142 OSOYOOS DIVISION YALE DISTRICT PLAN KAP85660, located at 2241 Springfield Rd, Kelowna, BC subject to the following:

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

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

Section 14.4.6(e): C4 – Urban Centre Commercial, Other Regulations

To vary the required minimum amount of functional commercial space for the Springfield Rd frontage from 90% required to 19.12% proposed.

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

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

2.0 Purpose

To issue a Development Permit for the form and character of a mixed-use development and a Development Variance Permit for the amount of functional commercial space for the Springfield Rd frontage.

3.0 Development Planning

Development Planning recommends support for the Development Permit and Development Variance Permit applications. The proposal for a mid-rise development containing 401 residential units, as well as ground-oriented commercial complies with a number of Form and Character Design Guidelines in the 2040 Official Community Plan. Several of these key guidelines includes:

- Orientation of windows and balconies to face the fronting streets, helping to maximize 'eyes on the street';
- Break up large buildings with mid-block connections, which include seating and landscaping;
- Providing vehicular access to the on-site parking from the lowest classification street; and
- Articulation of building facades to provide visual interest.

Additionally, the property has the residential rental only tenure subzone, which ensures the 401 residential units in this development will remain as dedicated rental dwellings within the Midtown Urban Centre. This contributes to OCP housing policies and key goals within the Healthy Housing Strategy.

<u>Variance</u>

One variance is required to facilitate this proposal, to the minimum amount of active commercial frontage, for the Springfield Rd frontage from 90% required to 19.12% proposed. OCP Map 4.1 Midtown Street Character identifies Benvoulin Ct and Benvoulin Rd as a Mixed Street and Springfield Rd as a Retail Street. Retail Streets requires retail commercial uses at grade, however Mixed Streets can be either commercial or residential at grade. This application includes 679 m² of commercial space which is located along Benvoulin Ct and Springfield Rd. Planning feels the ground-oriented commercial that's been provided on the Springfield Rd frontage is appropriate, and this location may not be viable for a full-build out of commercial fronting on Springfield Rd. Further, as the adjacent property to the east is located within the Agricultural Land Reserve (ALR), a full commercial frontage would end abruptly. Ground-level residential units have been provided along the remainder of the Springfield Rd frontage, resulting in a more sensitive transition to the ALR to the east.

4.0 Proposal

4.1 <u>Background</u>

The subject property is approximately 4.42 acres and is currently vacant. The property was rezoned to the C4 – Urban Centre Commercial zone in 2013 to facilitate a development which was not constructed.

4.2 Project Description

This mixed-use development proposes five separate buildings on-site. Buildings 1 and 2 are six-storeys, Buildings 3 and 4 have five storey south elevations and six-storey north elevations. Building 5, located in the middle of the development is four storeys. The proposal includes 401 residential units, and 679 m² of commercial space at grade in building 1. The unit breakdown includes 43 studio units, 160 one-bedroom units, 155 two-bedroom units and 43 three-bedroom units. Private and common amenity space is provided through at-grade patio space, balconies, rooftop patios. Building 5 provides indoor common amenity space, including a fitness room, activity room and lounge. Additional indoor amenity space is provided in Building 1, and there are at-grade outdoor landscaped areas, including a dog run, play berm and seating area. Vehicular entry is provided by one single drive aisle on Benvoulin Ct, and it serves surface and one-level of underground parking. The proposal utilizes a 20% parking reduction in accordance with provisions within the Zoning Bylaw for Rental Housing Incentives.

Primary building finish materials include Hardie Panels and Metal Lap Siding, with yellow as a primary accent colour. The accent colour augments the chosen material palette which consists of blue, grey and cream.

4.3 Site Context

The subject property is located in the Midtown Urban Centre, at the intersections of Springfield Road and Benvoulin Road. It's in close proximity to existing commercial, transit options and Mission Creek Regional Park. It has a Walkscore of 62, indicating that it is somewhat walkable.

Orientation	Zoning	Land Use
North	C6 – Regional Commercial	Orchard Park Shopping Centre
East	A1 — Agriculture 1 CD23 — Public and Open-Air Market	Vacant Land
South	RM5 – Medium Density Multiple Housing	Multiple Dwelling Housing
West	C4 – Urban Centre Commercial	Gas Bar, Retail Stores, Food Primary Establishments

Specifically, adjacent land uses are as follows:



Subject Property Map: 2241 Springfield Rd

4.4 Zoning Analysis Table

	Zoning Analysis Table	
CRITERIA	C4r ZONE REQUIREMENTS	PROPOSAL
	Development Regulations	
Max. Floor Area Ratio	1.67	1.41
Max. Site Coverage	75 %	30.8 %
Max. Height	37.0 m / 12 storeys	21.8 m/6 storeys
Min. Front Yard (Benvoulin Ct)	0.0 M	4.6 m
Ain. Flanking Side Yard (Springfield Rd)	o.o m	7.6 m
Min. Side Yard (South)	2.0 M	4.6 m
Min. Rear Yard (Benvoulin Rd)	0.0 M	0.0 m
	Other Regulations	
Min. Commercial Frontage (Springfield Rd)	90 %	19.12 % 0
Min. Parking Requirements	353 stalls *	404 stalls
Min. Bicycle Parking	49 Short term stalls 312 Long term stalls	59 Short term stalls 314 Long term stalls
Min. Private Open Space	4,828 m ²	5,897m²

5.0 Current Development Policies

5.1 Kelowna Official Community Plan (OCP)

Objective 4.1 Strengthen the Urban Centres as Kelowna's primary hubs of activity.		
Policy 4.1.1.	Direct growth in Urban Centres to achieve densities of 150-250 combined	
Live/Work	residents and jobs per hectare, with a composition of 2:1 residents to jobs or as	
Balance.	outlined in an Urban Centre Plan. Refine these density targets as Urban Centre	
	Plans are developed.	
	The subject property is approximately 1.8 hectares in area, and proposes 401	
	residential dwelling units (rental).	
Objective 4.1 Stren	ngthen the Urban Centres as Kelowna's primary hubs of activity.	
Policy 4.1.6. High	Direct medium and high density residential development to Urban Centres to	
Density	provide a greater mix of housing near employment and to maximize use of	
Residential	existing and new infrastructure, services and amenities.	
Development.	This development proposes five mid-rise buildings, consisting of 401 residential	
	dwelling units (rental) and is in close proximity to existing services, employment and	
	transit options.	
Objective 4.8 Sup	port modest residential development to transition Midtown into a transit	
supportive neighbo	ourhood.	
Policy 4.8.1.	Prioritize the development of multi-unit residential uses over employment uses	
Midtown	in Midtown to support a greater live work balance.	
Residential	This development proposes five mid-rise buildings, consisting of 401 residential	
Development.	dwelling units (rental) and a small amount of at-grade commercial.	
Objective 4.12 Increase the diversity of housing types and tenures to create inclusive, affordable		
and complete Urban Centres.		
Policy 4.12.1	Ensure a diverse mix of medium density and high-density housing forms that	
Diverse Housing	support a variety of households, income levels and life stages.	
Forms	This medium-density rental development includes 401 dwelling units (rental)	
	ranging in size from studio units to three-bedroom units.	

6.o Technical Comments

6.1 <u>Development Engineering Department</u>

All works and services requirements related to this development were addressed in the Development Engineering memo for Rezoning Application Z21-0099.

7.0 Application Chronology

Date of Application Accepted:	September 10, 2021
Date Neighbourhood Notification Completed:	November 23, 2021
Date of 1^{st} , 2^{nd} and 3^{rd} Rezoning Readings:	March 21, 2022

Report prepared by:	Kimberly Brunet, Planner II
Reviewed by:	Lydia Korolchuk, Urban Planning Manager
Reviewed by:	Terry Barton, Development Planning Department Manager
Approved for Inclusion:	Ryan Smith, Divisional Director, Planning & Development Services

Attachments:

Attachment A: Draft Development Permit and Development Variance Permit DP20-0122 DVP20-0123

Schedule A: Zoning Analysis and Site Plan

Schedule B: Elevations, Floorplans, Shadow Study, Materials and Colour Board

Schedule C: Landscape Plan

Attachment B: OCP Form and Character Development Permit Guidelines

Development Permit & Development Variance Permit DP21-0231 DVP21-0232



TACHMEN

Planner KB

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

2241 Springfield Rd

and legally known as

LOT B DISTRICT LOTS 128 AND 142 OSOYOOS DIVISION YALE DISTRICT PLAN KAP85660

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

Mixed-Use: Multiple Dwelling Housing and Commercial Uses

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

Date of Council Decision	August 23, 2022
Decision By:	COUNCIL
Development Permit Area:	Form and Character Development Permit Area
Existing Zone:	C4r - Urban Centre Commercial (Residential Rental Tenure Only)
Future Land Use Designation:	UC – Urban Centre

This is NOT a Building Permit.

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

NOTICE

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

Ironclad Developments Mission Heights Holdings Inc., Inc.No. A0119488 Owner:

- Ironclad Developments Inc. Applicant:
- Planner: K. Brunet

Terry Barton Community Planning Department Manager **Planning & Development Services**

Date



1. SCOPE OF APPROVAL

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

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

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

2. CONDITIONS OF APPROVAL

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

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

Section 14.4.6(e): C4 – Urban Centre Commercial Other Regulations

To vary the required minimum amount of functional commercial space for the Springfield Rd frontage from 90 % required to 19.12 % proposed.

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

3. PERFORMANCE SECURITY

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

a) An Irrevocable Letter of Credit **OR** certified cheque in the amount of **\$784,187.25**

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

5. INDEMNIFICATION

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

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



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

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



Zoning Summary

Special Planning Designation / Area	Urban Core / Midto	wn Urban Centre	
Zoning Classification	Existing	Proposed	
	C-4	C-4	
Lot Area Section 14.4.4	Standards	Proposed	
Minimum	1300 m2	17800 m2	
F.A.R.	1.3 to 2.35	1.67	
Site Coverage	75% Maximum	30.8%	
Dimensional Standards Section 14.4.4 + 14.4.5	Standards	Proposed	

Section 14.4.4 + 14.4.5		10.50 Britishovek	
Building Height	12 stories / 37 m	6 stories / 21.8 m	
Setbacks: front	0 m	4.6 m	
: rear	0 m	0 m	
: flanking side	0 m	7.6 m	
: internal side	2.0 m	4.6 m	
Private Open Space [m2]	4828	5897	

Parking		Standards	Proposed	
Vehicle Parking: residential	Table 8.3.1	432	390	
: commercial [in Visitor Parking]	Table 8.3.2	10	18	
Accessible Parking Spaces	Table 8.2.19	9	9	
Visitor Parking Spaces	Table 8.3.1	56	58	
Total stalls [residential + accessible + visitor]		488	390	
Total Including 20% reduction [S.8.2.12]	8.2.12	346	390	
Small Car Stalls [resident parking stalls only]	Table 8.3.1	max 50%	0.3%	
Loading Spaces [commercial]	Table 8.4	0	0	
Bicycle Parking (short term)	Table 8.5	49	59	
Bicycle Parking [long term]	Table 8.5	312	314	

Development Summary

B1.4

Commercial A	reas			Building 1	Building 2	Building 3	Building 4	Building 5	TOTAL
				Qty	Qty	Qty	Qty	Qty	SM
				679	0	0	0	0	679
Amenity Area				Building 1	Building 2	Building 3	Building 4	Building 5	TOTAL
			Table 5.4	SM	SM	SM	SM	SM	SM
Indoor				135	0	0	0	625	761
Landscape				242	332	557	111	311	1554
Rooftop				0	0	251	167	244	662
Residential Su	ites			Building 1	Building 2	Building 3	Building 4	Building 5	TOTAL
		SF	M2	Qty	Qty	Qty	Qty	Qty	Qty
Studio :	D1	422	39	27	0	0	6	10	43
One Bedroom:	A1	645	60	23	42	48	47	0	160
Two Bedroom:	B1	948	39	55	13	11	12	0	
1	B1.1	973	90	0	0	3	4	0	
1	B1.2	966	90	10	12	12	8	0	155
- 10	B1.3	966	90	4	0	0	0	0	

0

	01.4	2747	100	U U	0	0		11.	
Three Bedroom:	C1	1125	105	12	11	10	10	0	43
TOTAL				131	78	84	87	21	401
Residential Bal	conies			Building 1	Building 2	Building 3	Building 4	Building 5	TOTAL
		SF	M2	SM	SM	SM	SM	SM	SM
Studio :	D1	60	6	150.5	0.0	0.0	33.4	55.7	240
One Bedroom:	A1	100	9	213.7	390.2	445.9	436.6	0.0	1486
Two Bedroom:	B1	125	6	306.6	72.5	61.3	66.9	0.0	
:	B1.1	75	7	0.0	0.0	20.9	27.9	0.0	
:	B1.2	60	6	55.7	66.9	66.9	44.6	0.0	955
:	B1.3	100	9	37.2	0.0	0.0	0.0	0.0	
1	B1.4	125	12	0.0	0.0	0.0	0.0	127.7	
Three Bedroom:	C1	60	6	66.9	61.3	55.7	55.7	0.0	240
									2921
Floor Areas: F.	A.R. ELIG	SIBLE		Building 1	Building 2	Building 3	Building 4	Building 5	TOTAL
				SM	SM	SM	SM	SM	SM
TOTAL				1140	1212	1283	1312	537	5484

0

0

0

11

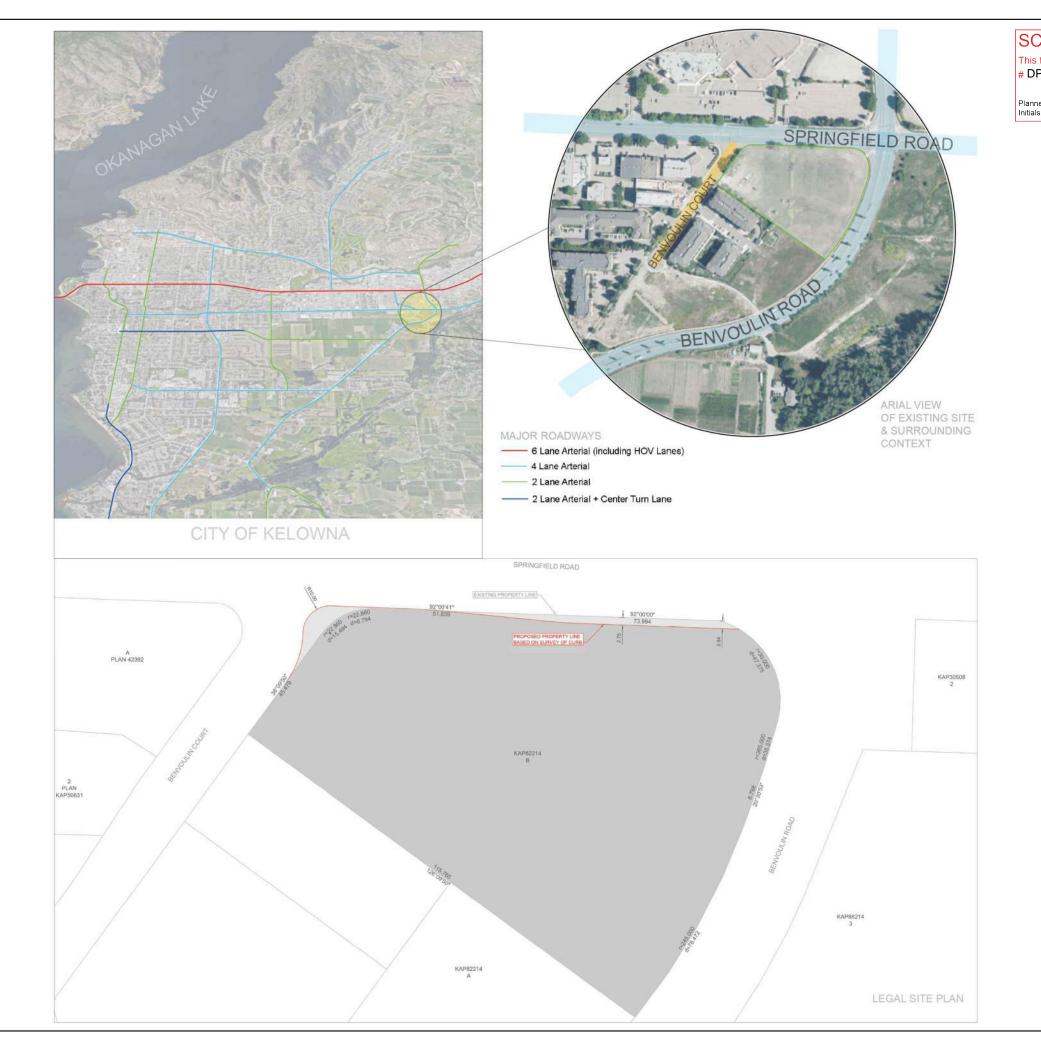
2241 SPRINGFIELD ROAD

KELOWNA BC JUNE 2022

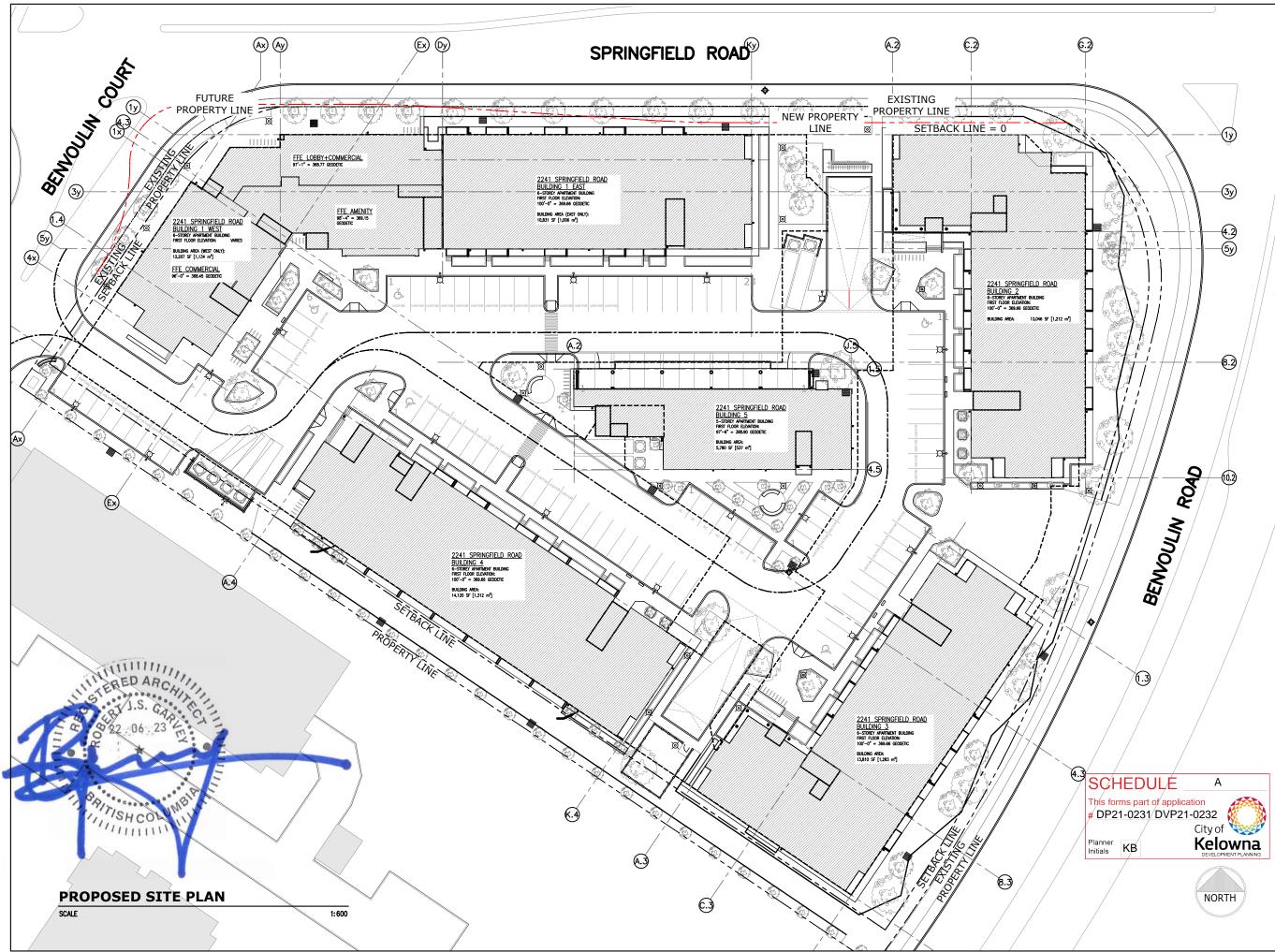
SCHEDULE

Planner Initials KB

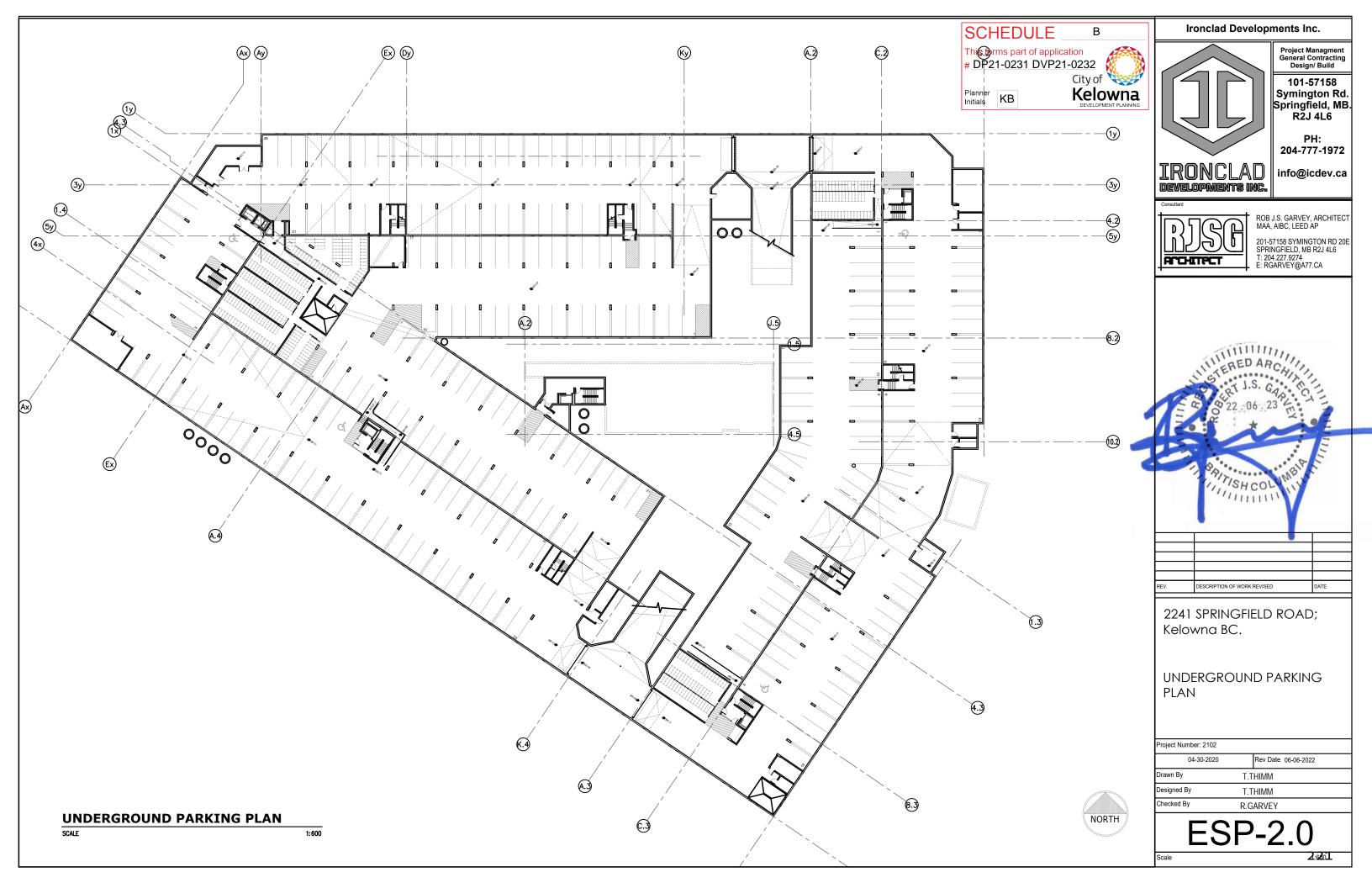


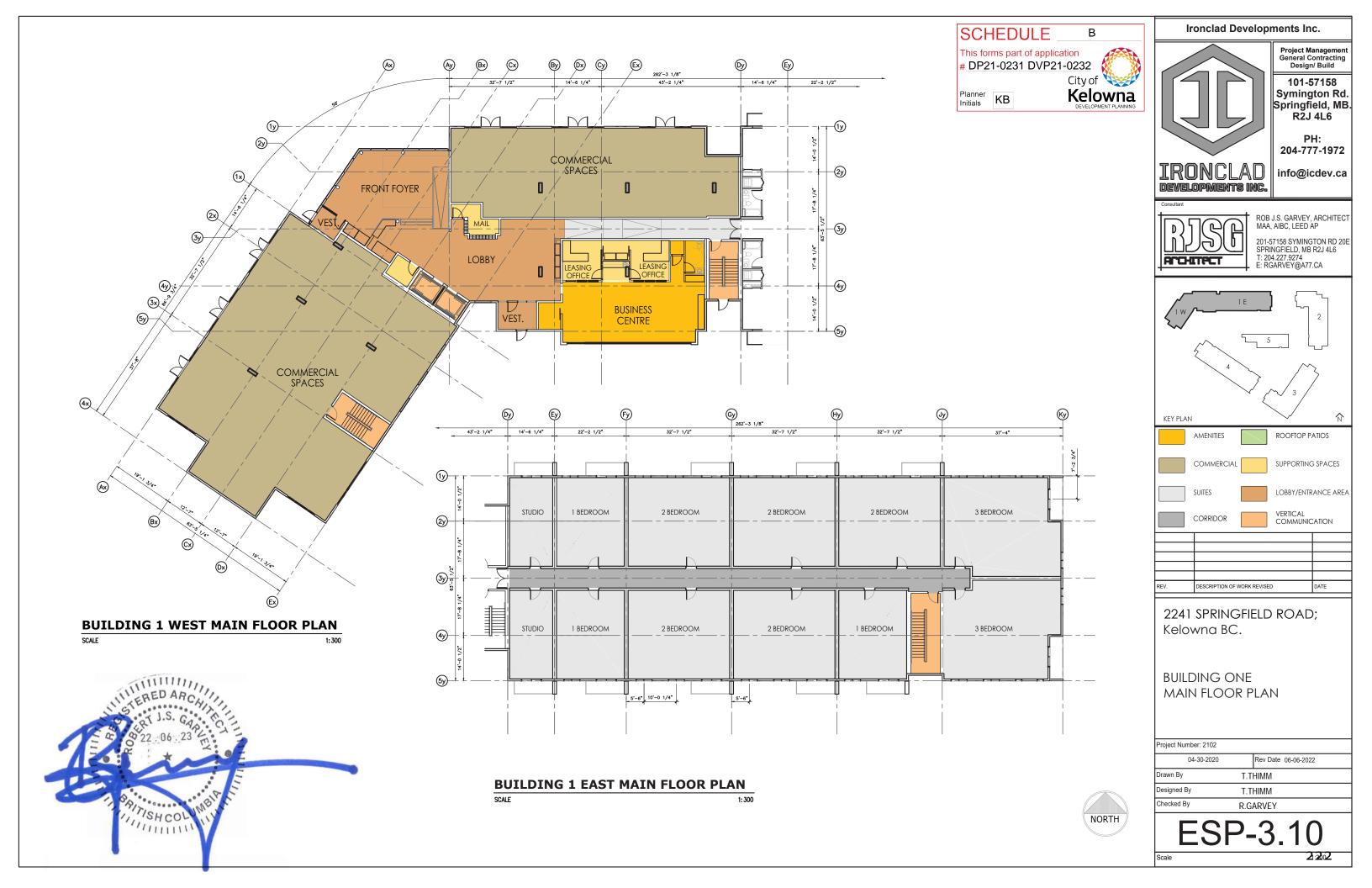






	Ironclad Developr	nents In	с.		
		General C	anagment ontracting i/ Build		
		Springfi R2J	ton Rd. eld, MB.		
	IRONCLAD	204-77	H: 7-1972 cdev.ca		
	DEVELOPMENTS INC.				
/	ROB MAA, 2015 SPRII T: 202	J.S. GARVEY, AIBC, LEED / 7158 SYMING NGFIELD, MB 4.227.9274 ARVEY@A77	AP ITON RD 20E R2J 4L6		
	PROJECT DESCRIPTION				
	LEGAL ADDRESS: LOT AREA: 192,473 SF				
	RESIDENTIAL UNITS: 401 UNITS STUDIO: 43 1 BEDROOM: 16 2 BEDROOM: 16 3 BEDROOM: 36	60 UNITS 60 UNITS			
	REQUIRED PARKING: 354 STALLS [INCLUDING VISITOR STALLS AT 10% OF TOTAL VEHICLE PARKING] [INCLUDING SMALL CAR STALLS] RATIO: 1.5 PER UNIT				
PROVIDED PARKING: 406 STALLS [INCLUDING VISITOR STALLS AND RETAIL STALLS AT 54] SURFACE STALLS: 111					
/	UNDERGROUND ST. PROVIDED BICYCLE PARKING: 313 STALLS [INCLUDING BICYCL VEHICLE STALLS]		: 10		
	REV. DESCRIPTION OF WORK REVISED		DATE		
	2241 SPRINGFIELD Kelowna BC.	ROAD);		
	PROPOSED SITE PL	AN			
	Project Number: 2102	ata 00.05 51 -			
		ate 06-06-202	2		
	Drawn By T.THIMM Designed By T.THIMM				
	Checked By R.GARVEY	/			
	ESP-				
	Scale	2	120		

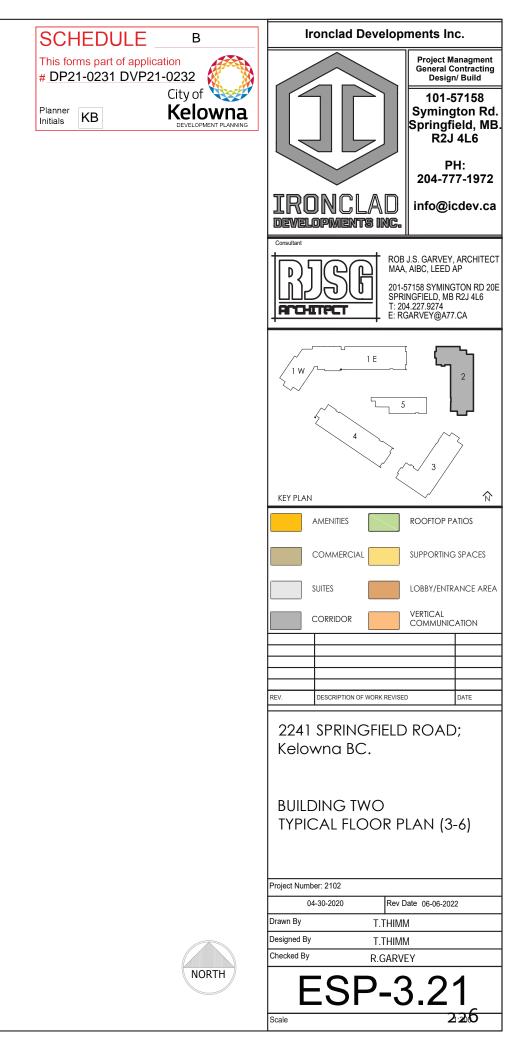


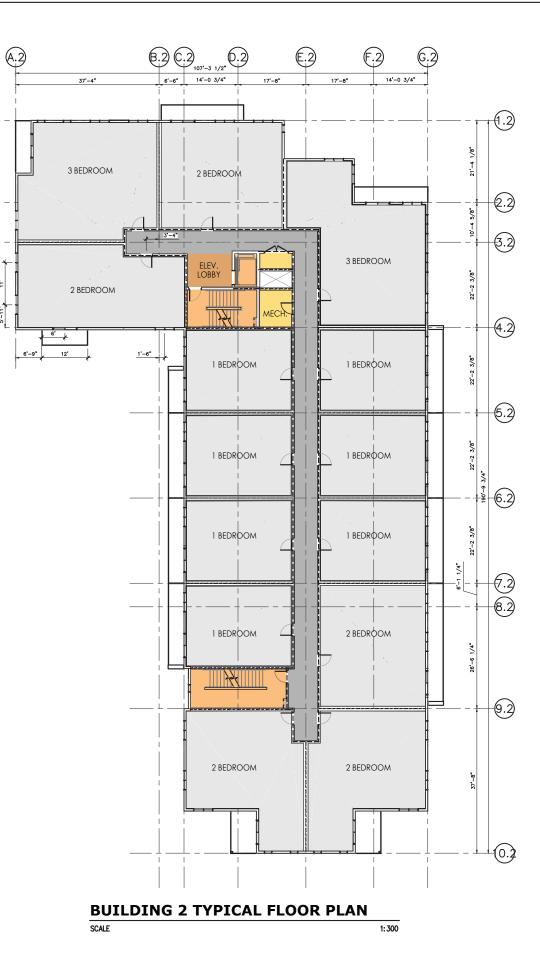


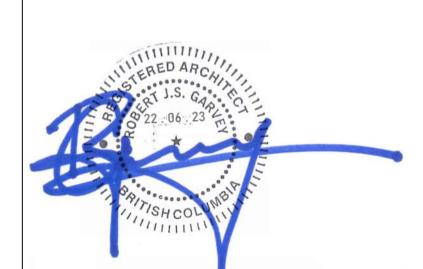






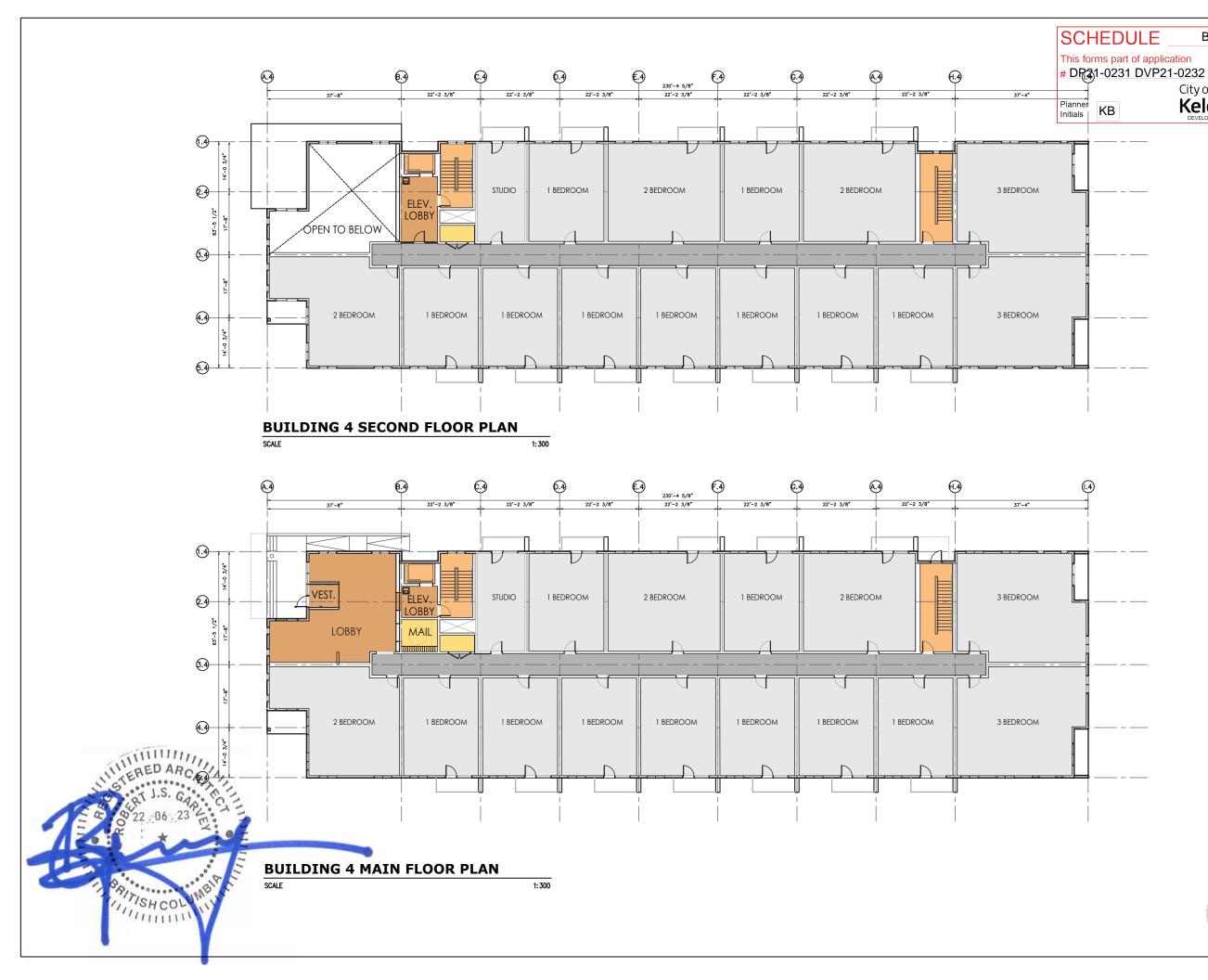


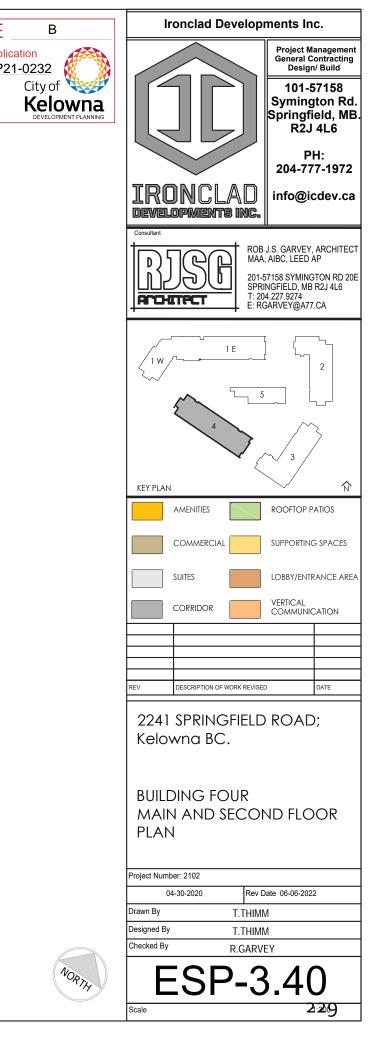




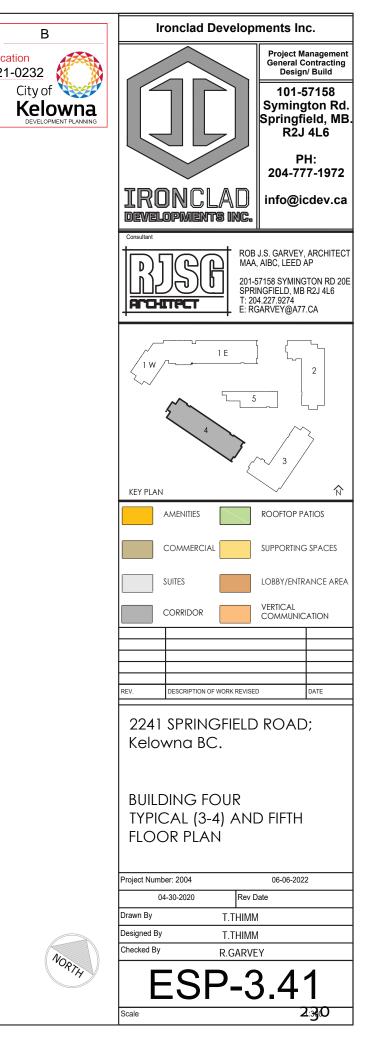






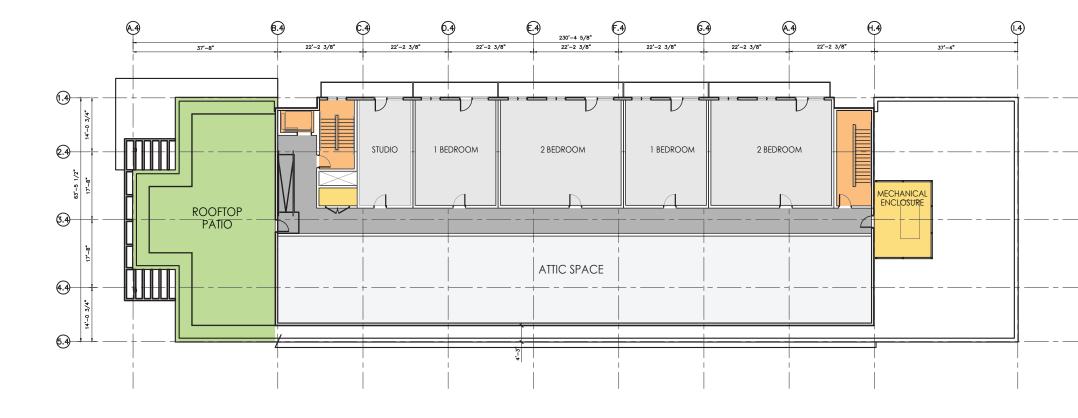








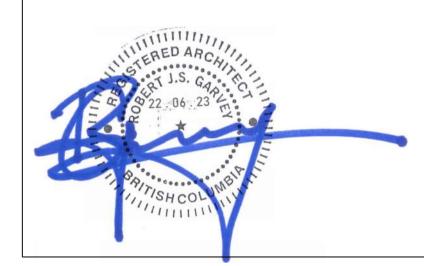
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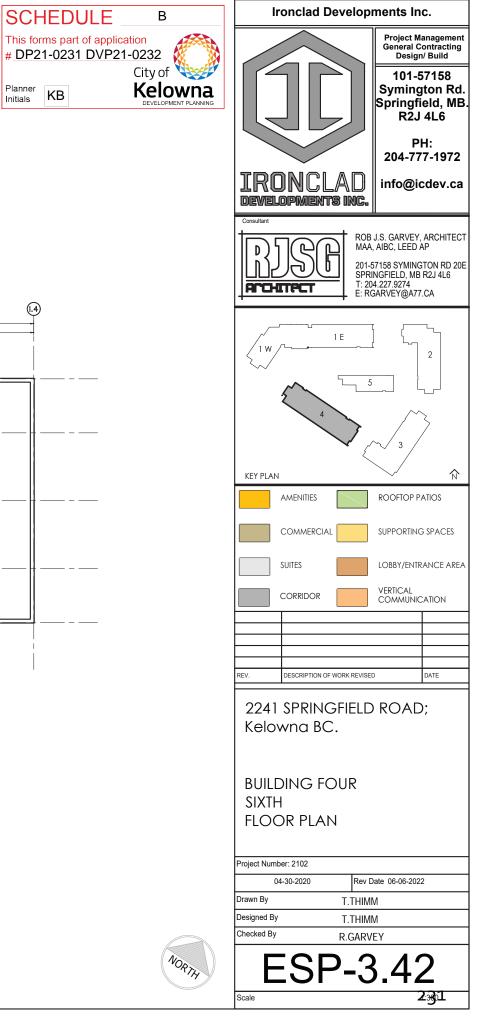


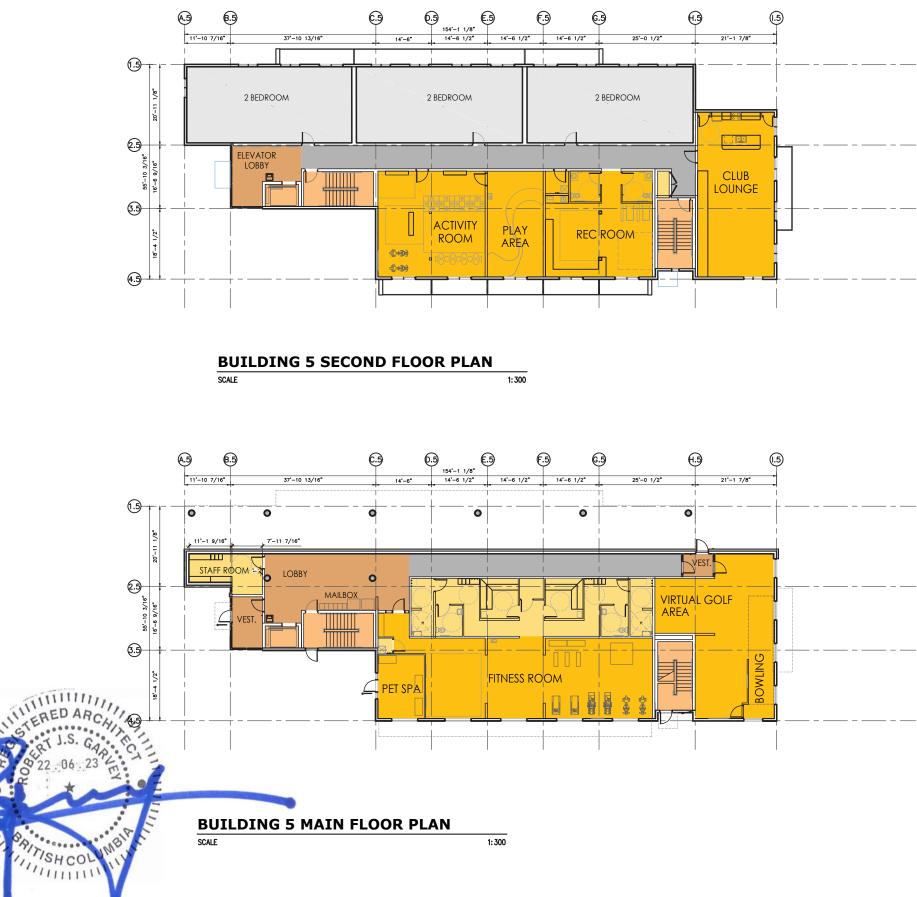
BUILDING 4 SIXTH FLOOR PLAN

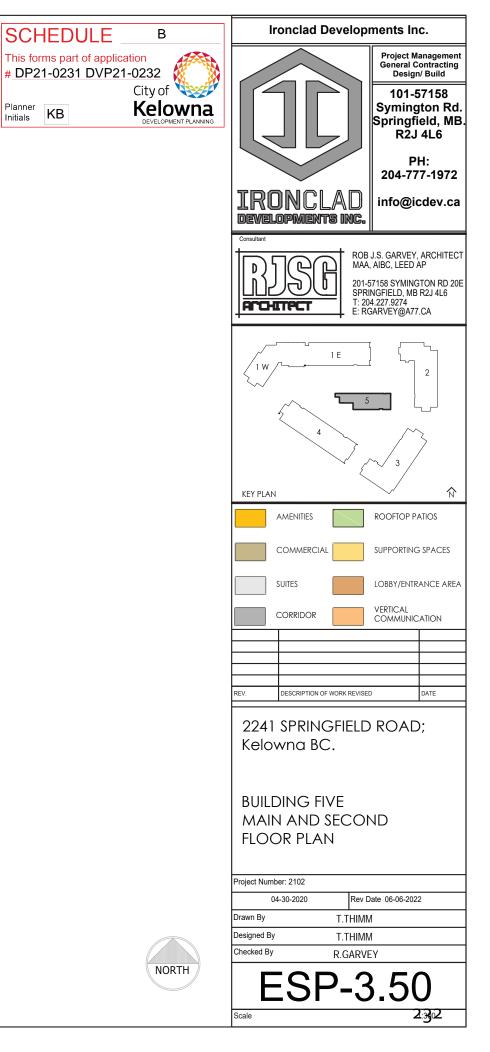
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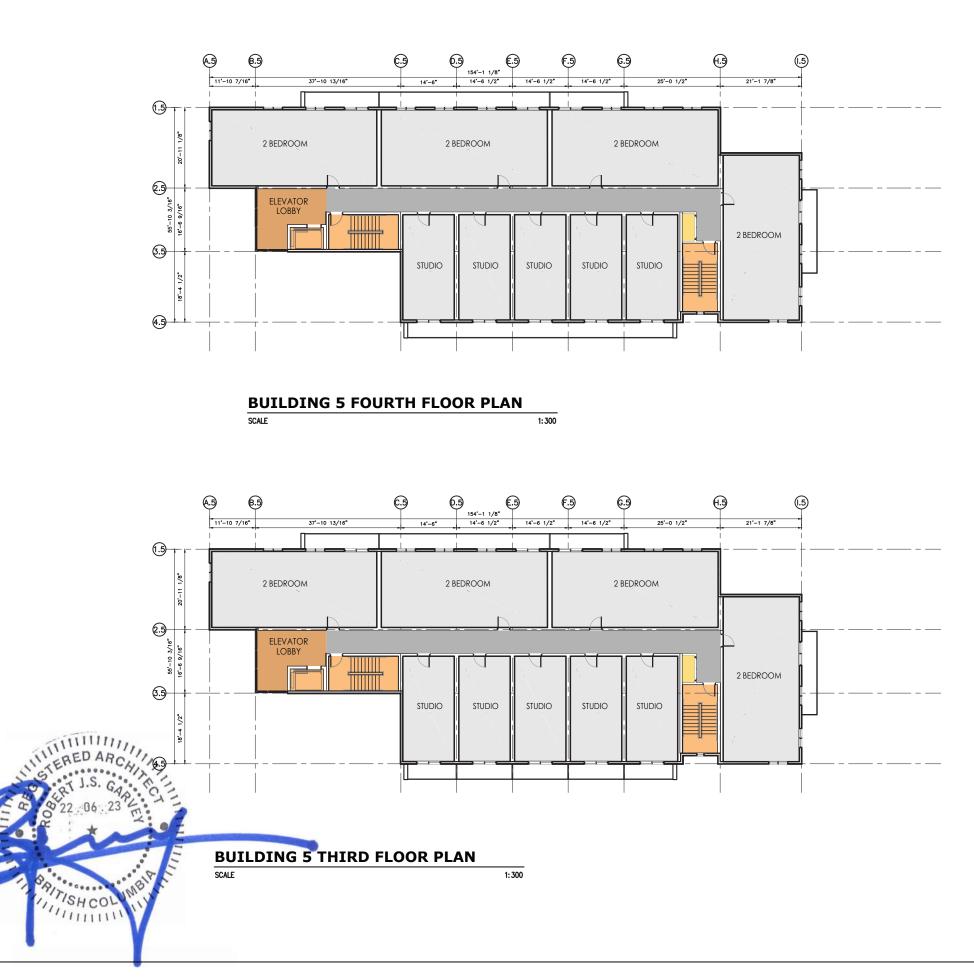
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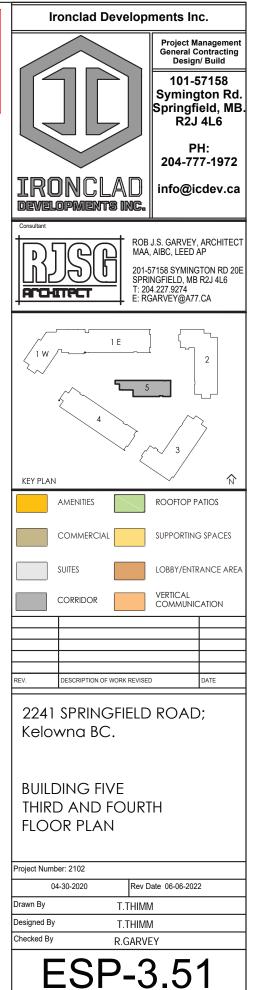






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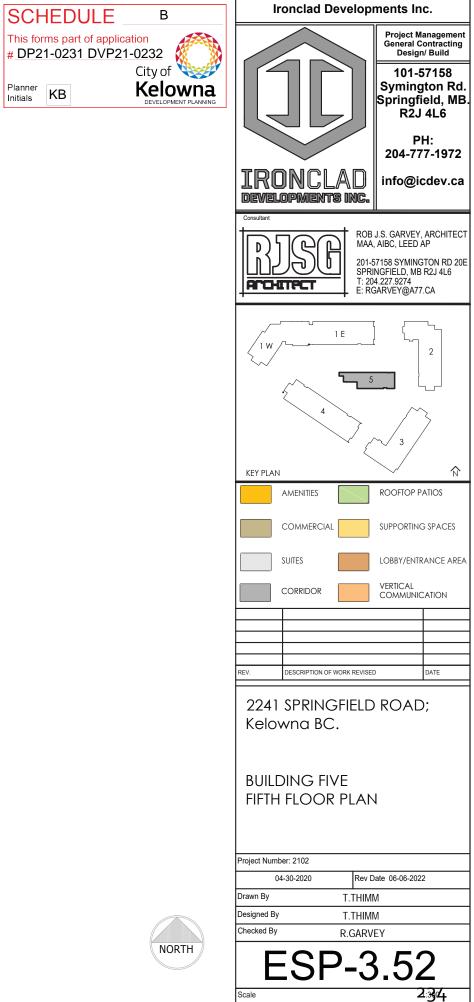




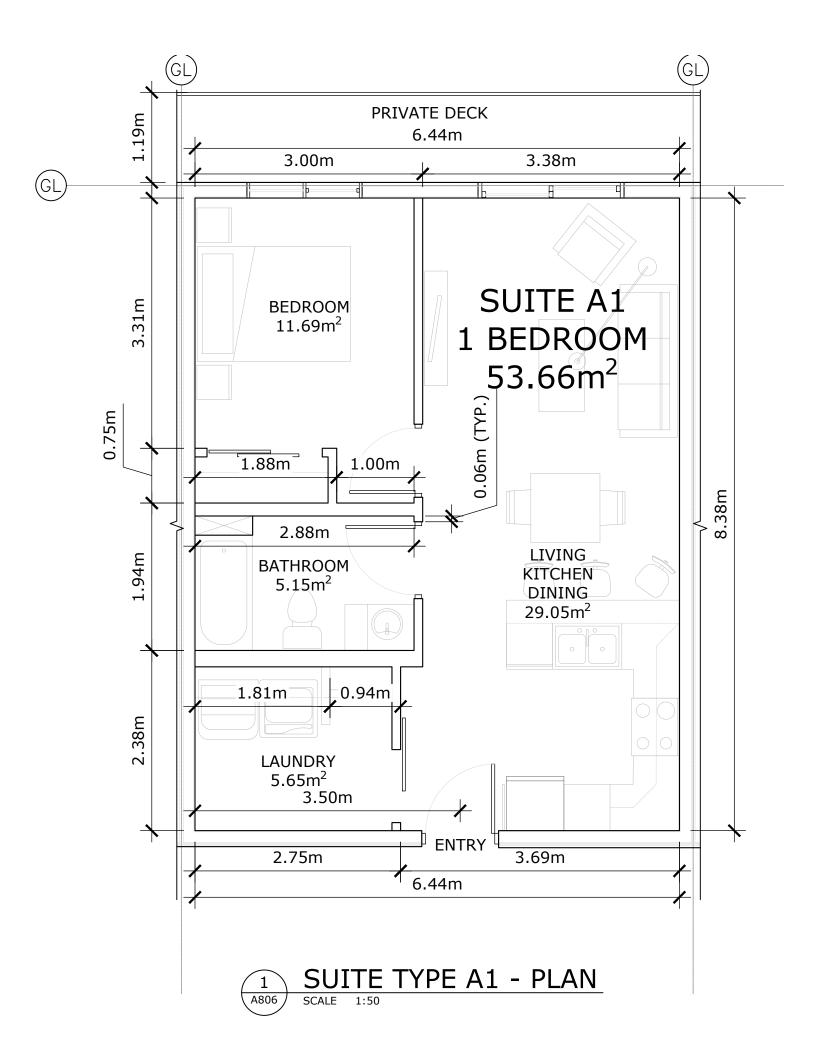
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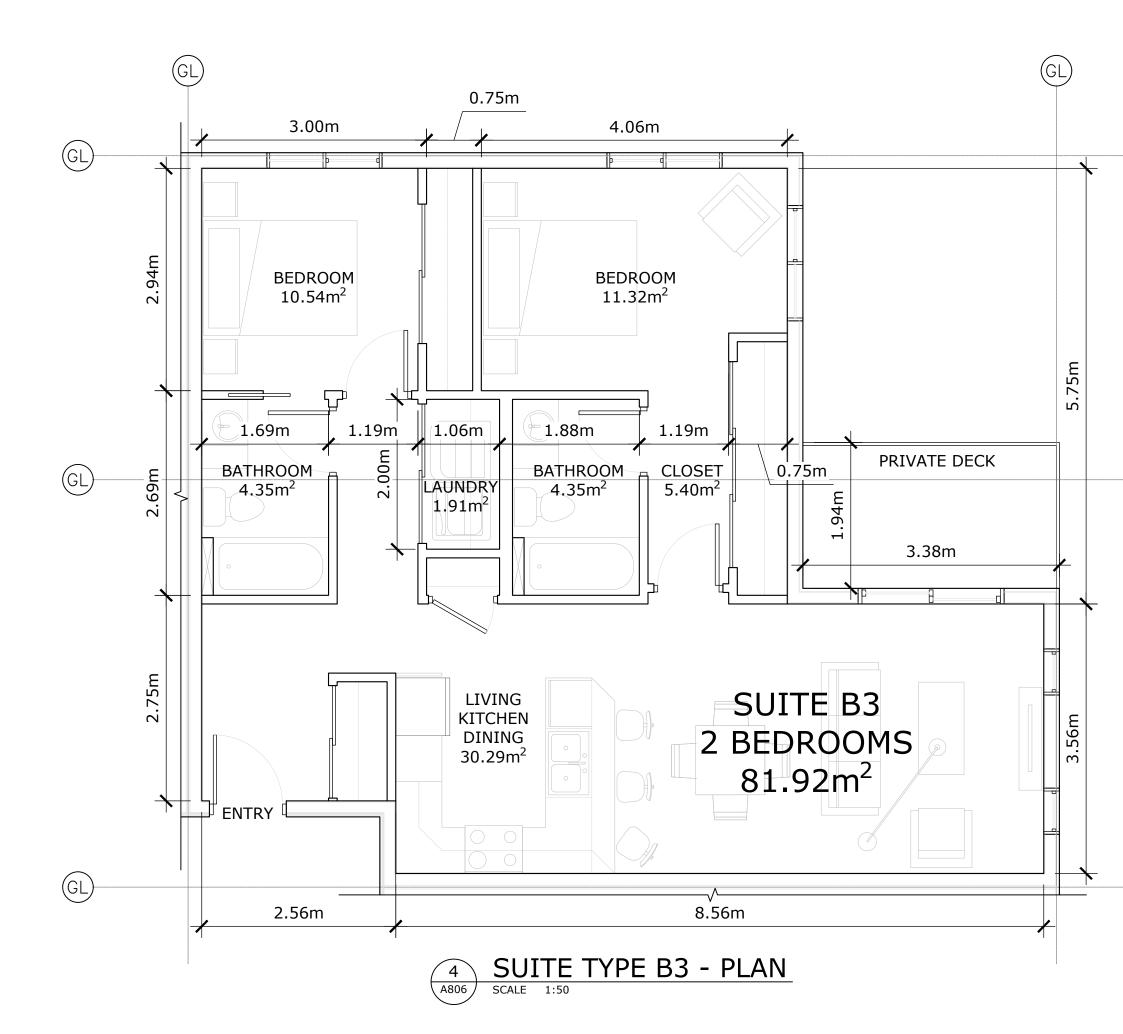


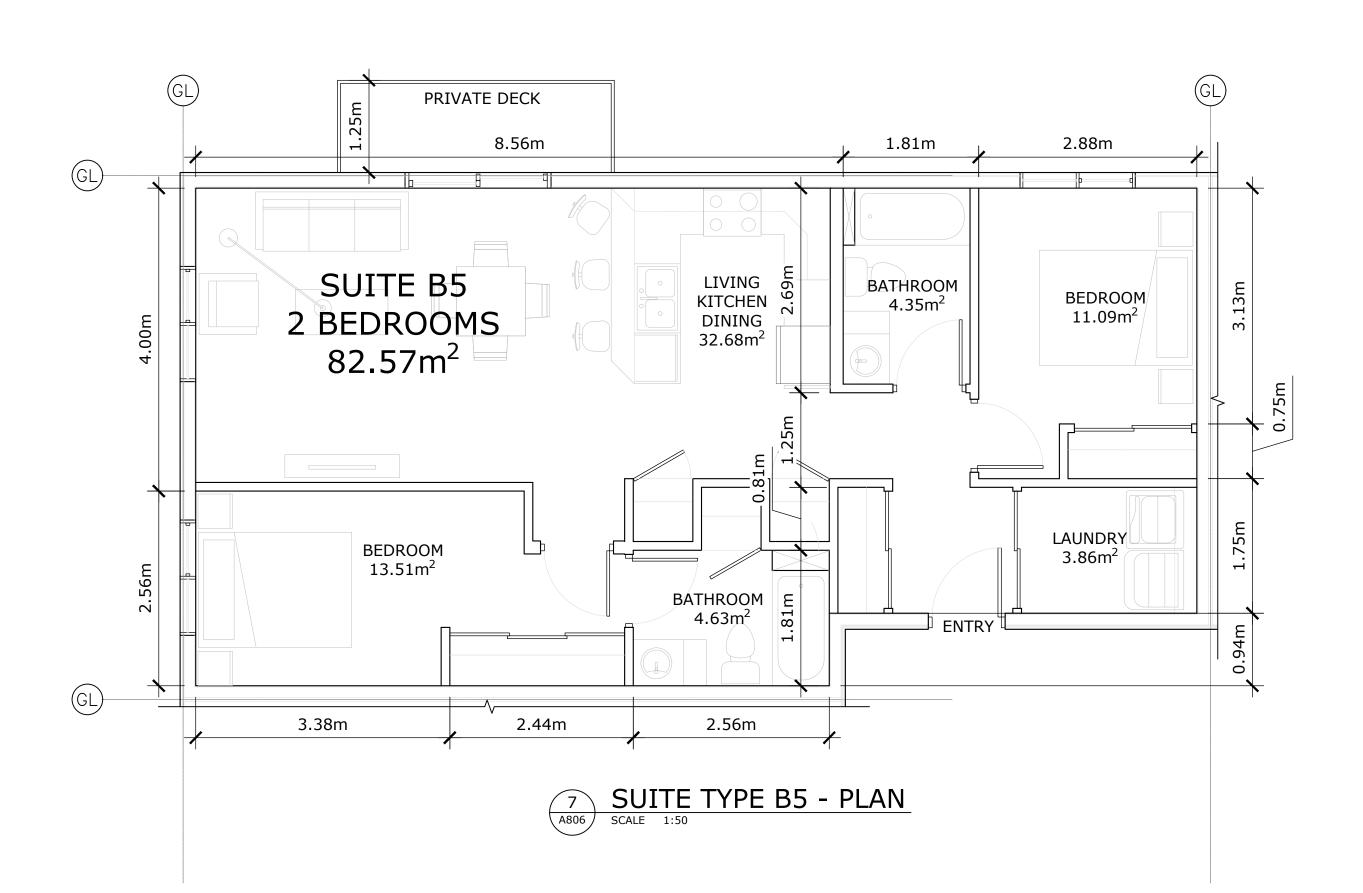
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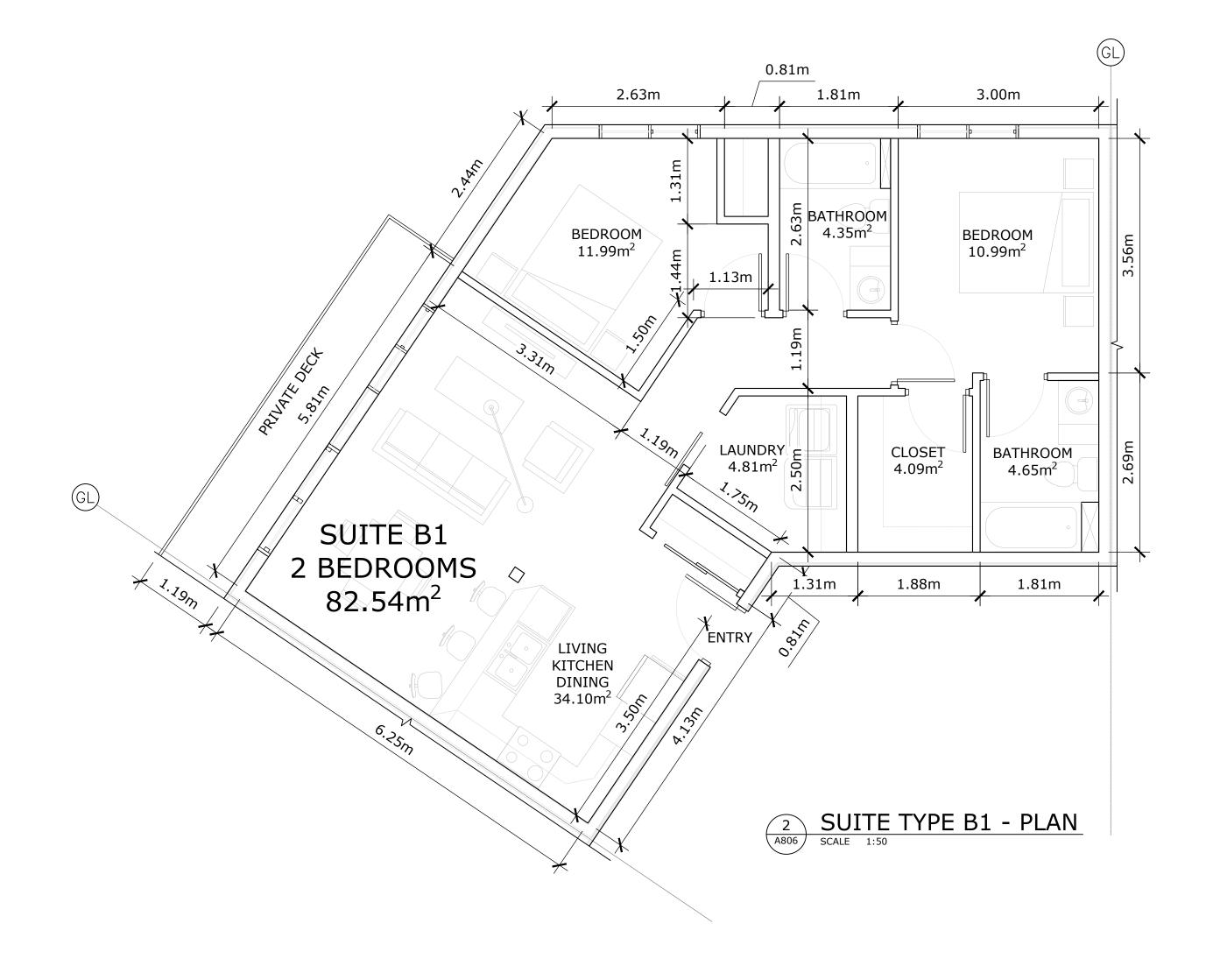


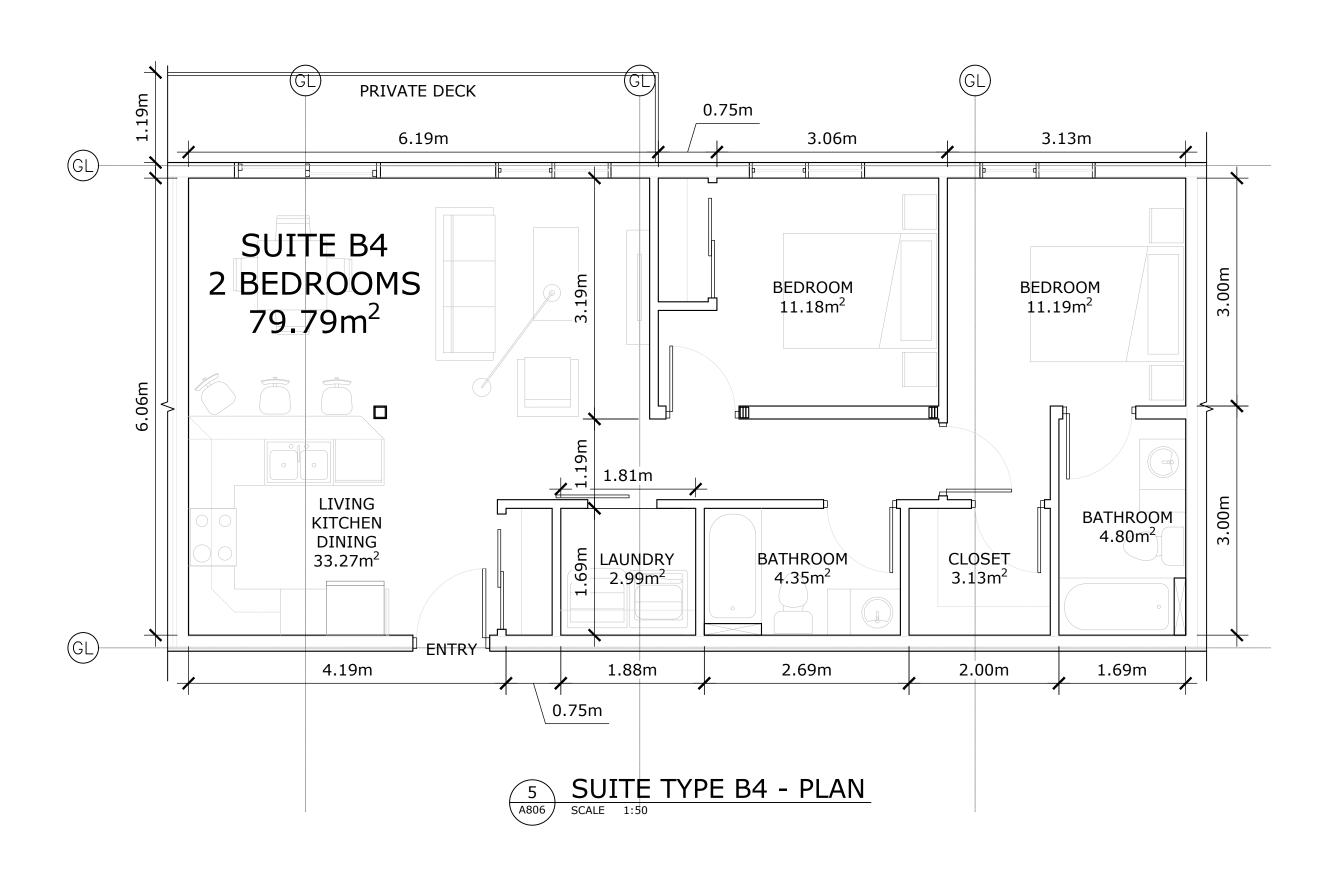


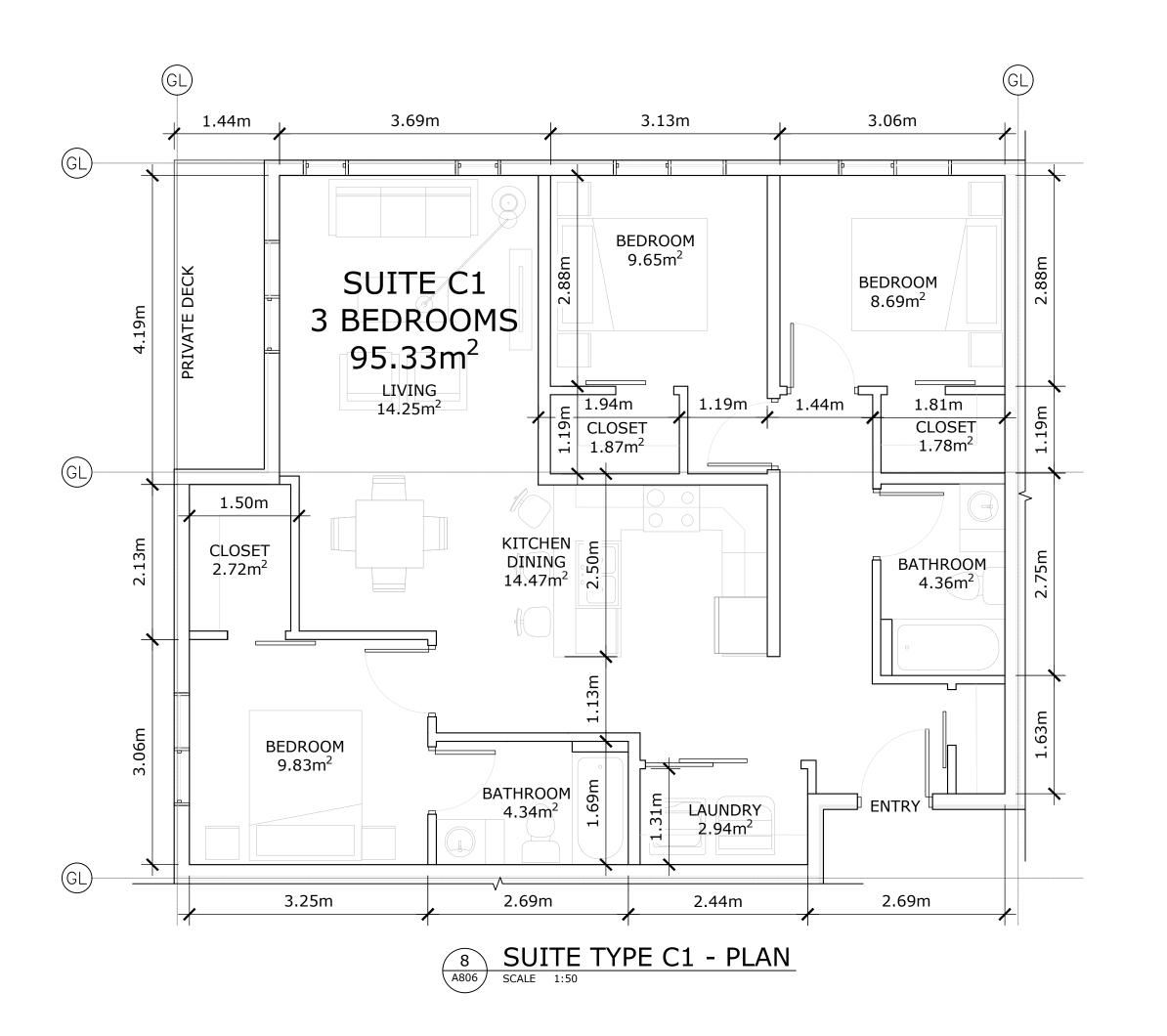


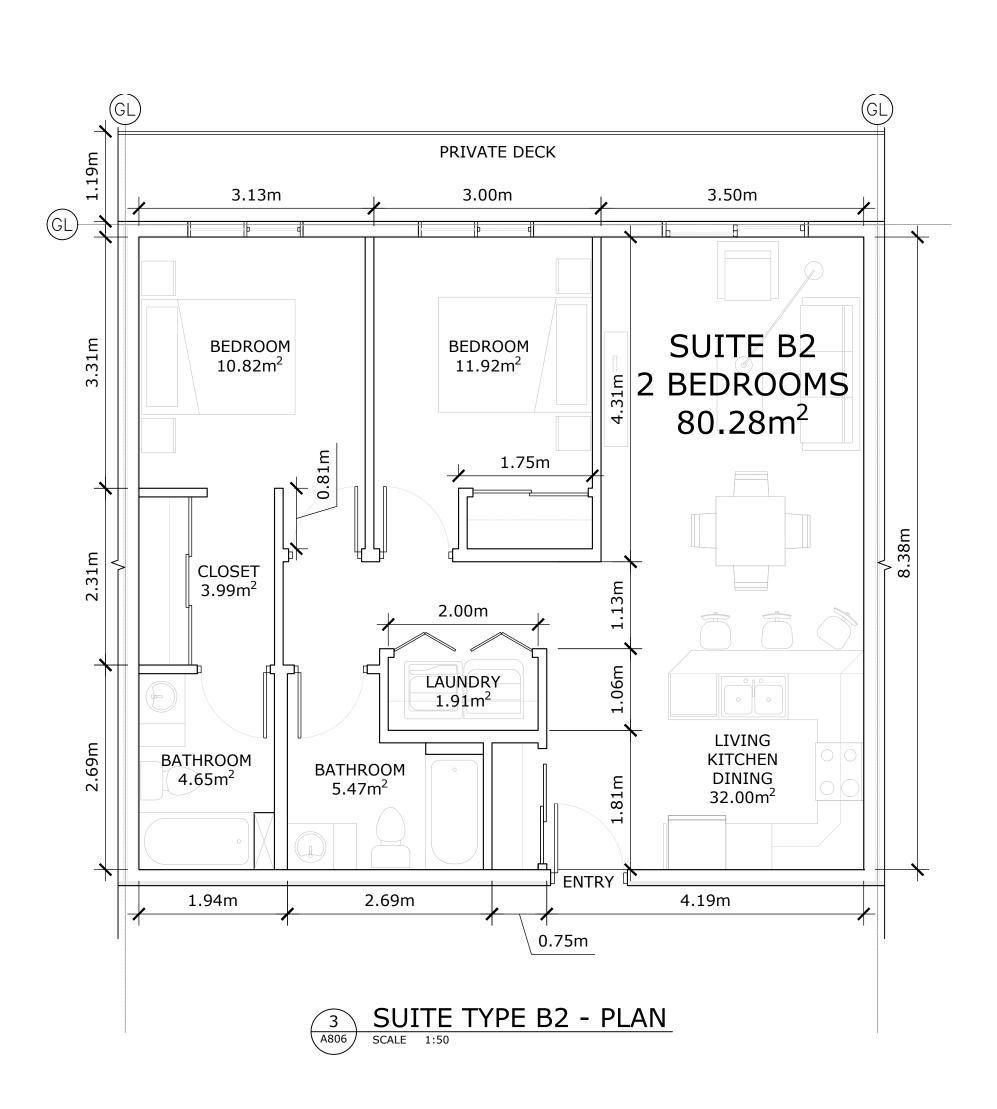


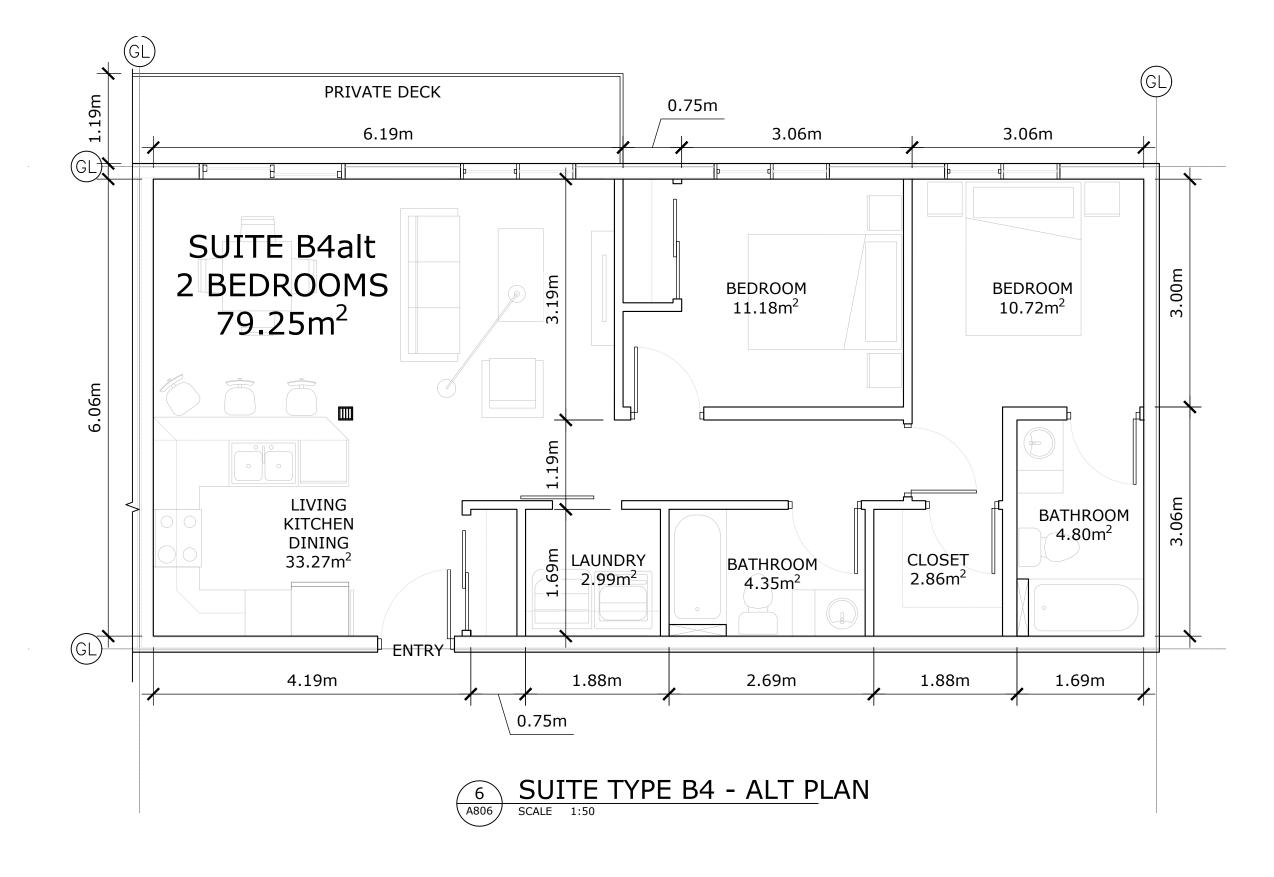


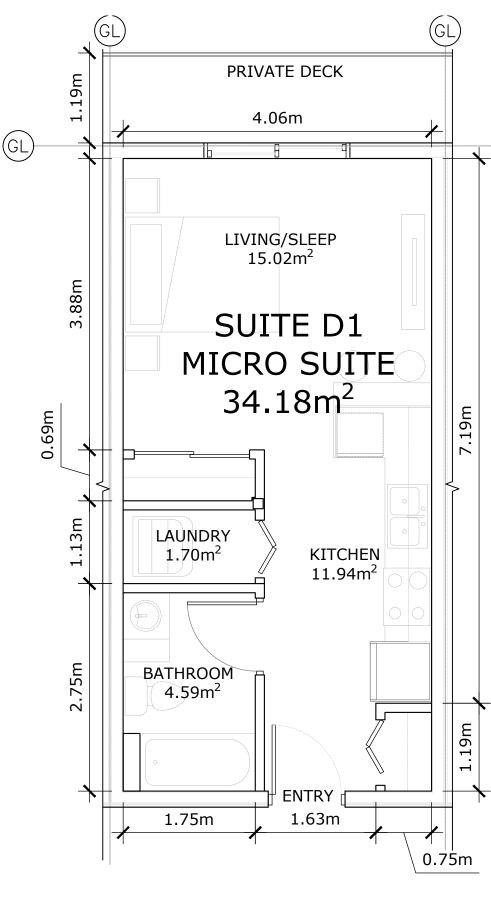




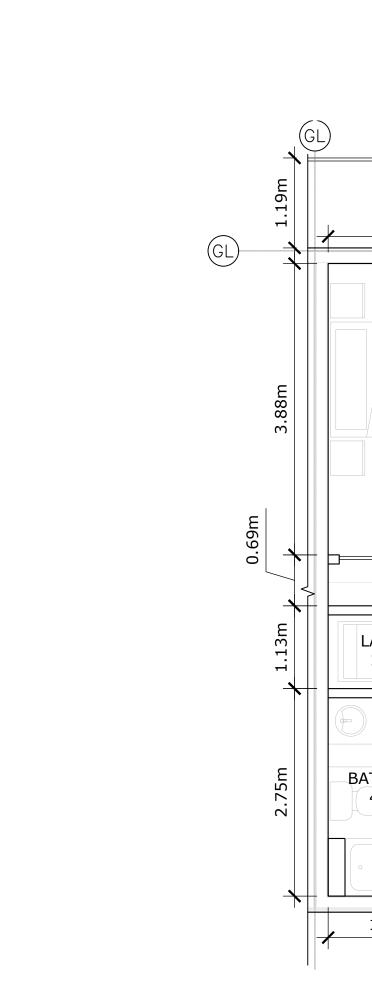


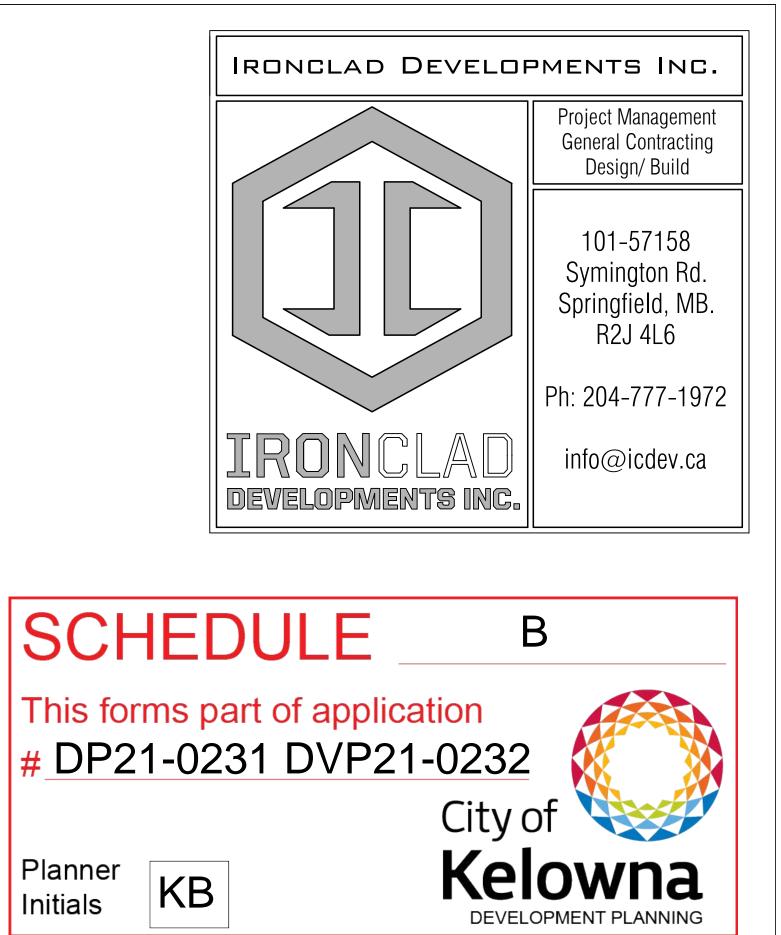












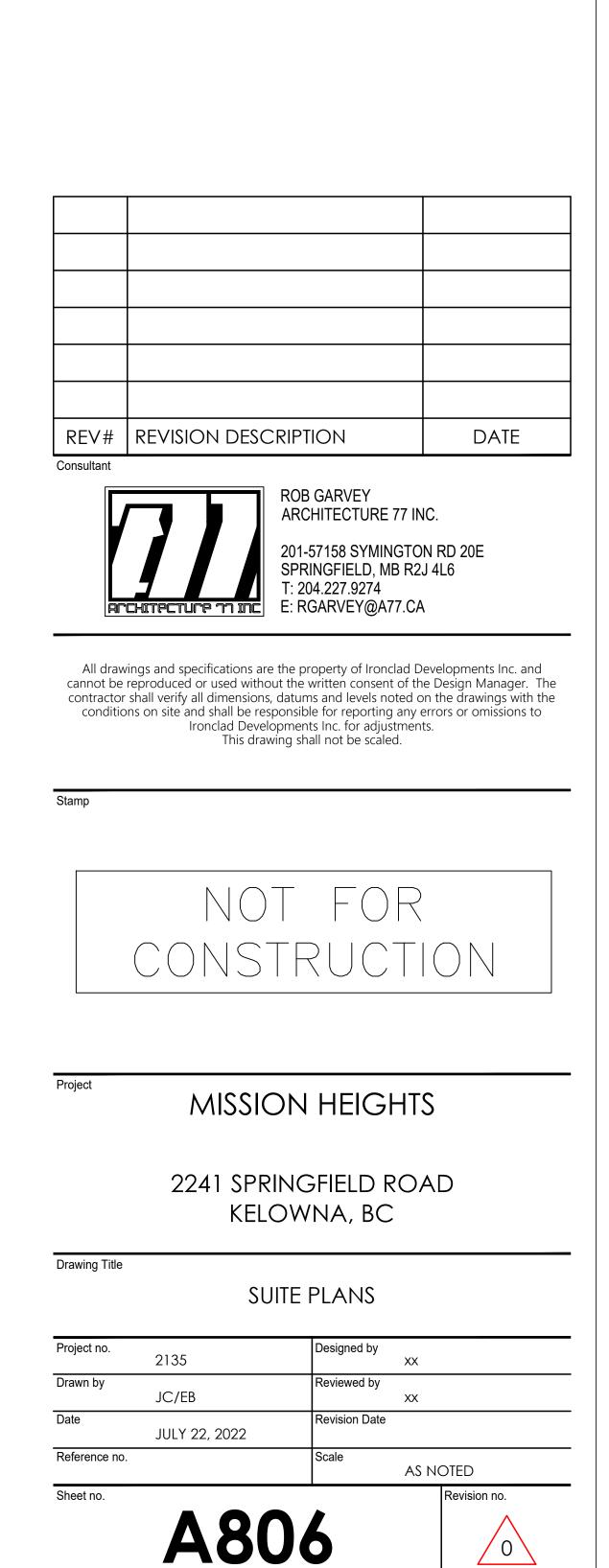


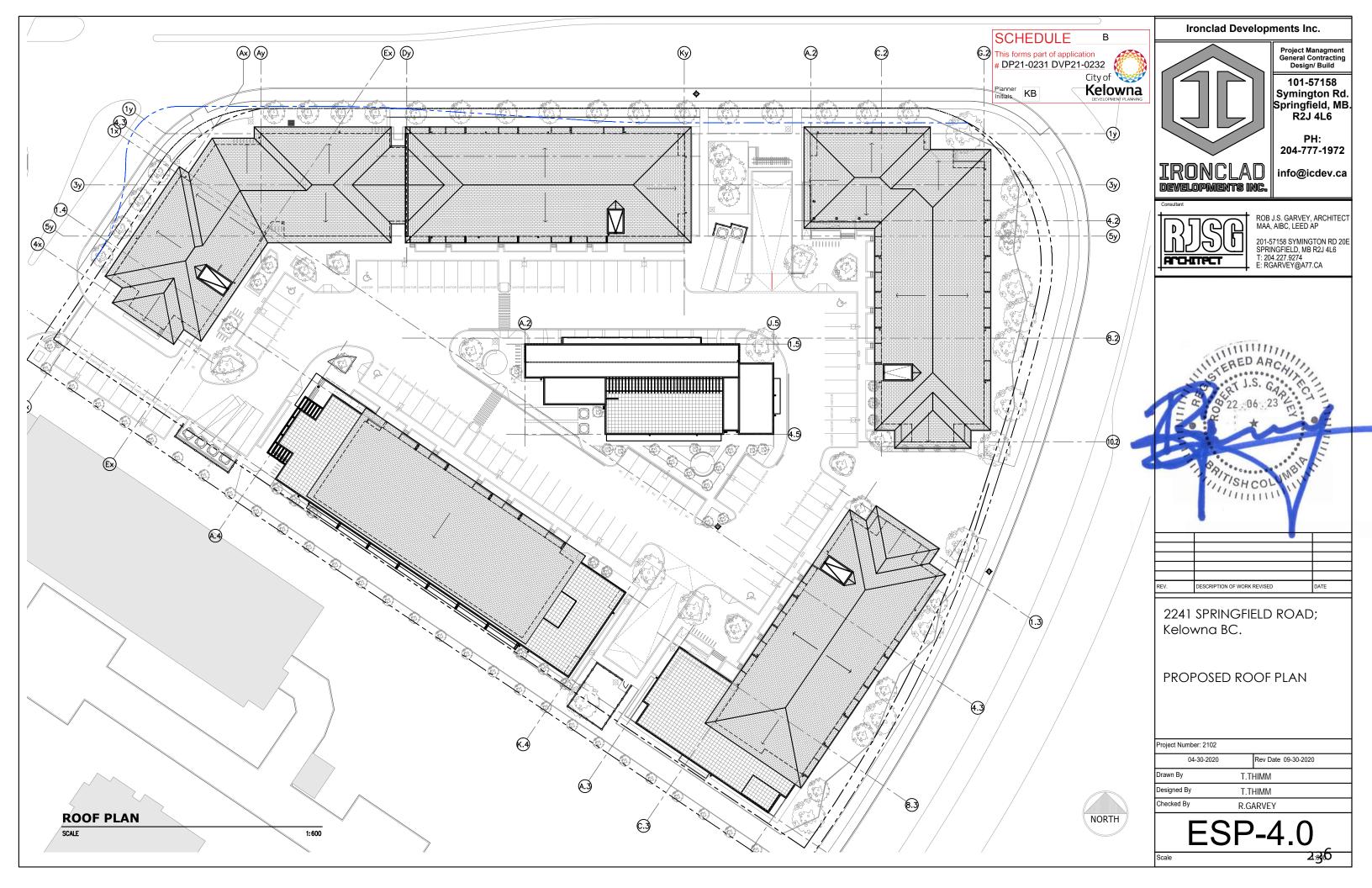












LEGEND

- ARDIE SMOOTH (GREY)
- B CEDAR TONE COMPOSITE MATERIAL
- C BRICK VENEER
- HARDIE SMOOTH (WHITE) METAL LAP SIDING (CREAM)
 - METAL LAP SIDING (BLUE)
 - G METAL LAP SIDING (GREY)
- (H) WOODEN TRELLIS
- ALUMINUM STOREFRONT (BLACK) METAL SIDING (YELLOW)
- ALUMINUM RAILING C/W CLEAR TEMPERED GLASS (BLACK)
- M ALUMINUM PICKET RAILING



CLEAR TEMPERED GLASS



PVC FRAMED WINDOWS C/W CLEAR GLASS



ALUMINUM PICKET RAILING



ALUMINUM STOREFRONT (BLACK)











METAL LAP SIDING GREY

HARDIE - SMOOTH WHITE

SCHEDULE

Planner Initials KB

This forms part of application

WOODEN TRELLIS

METAL LAP SIDING - BLUE

DP21-0231 DVP21-0232

в

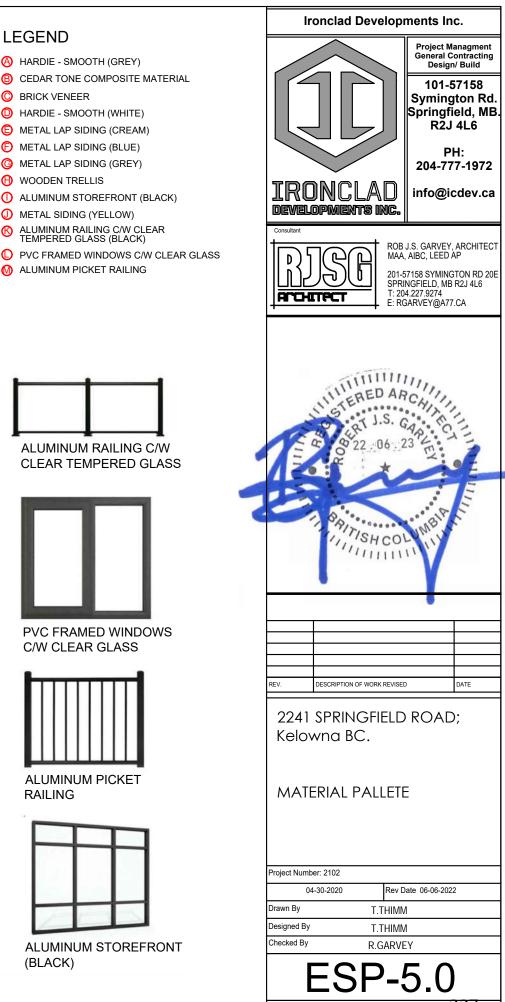
City of

Kelowna



BRICK VENEER





Scale

237



1:300

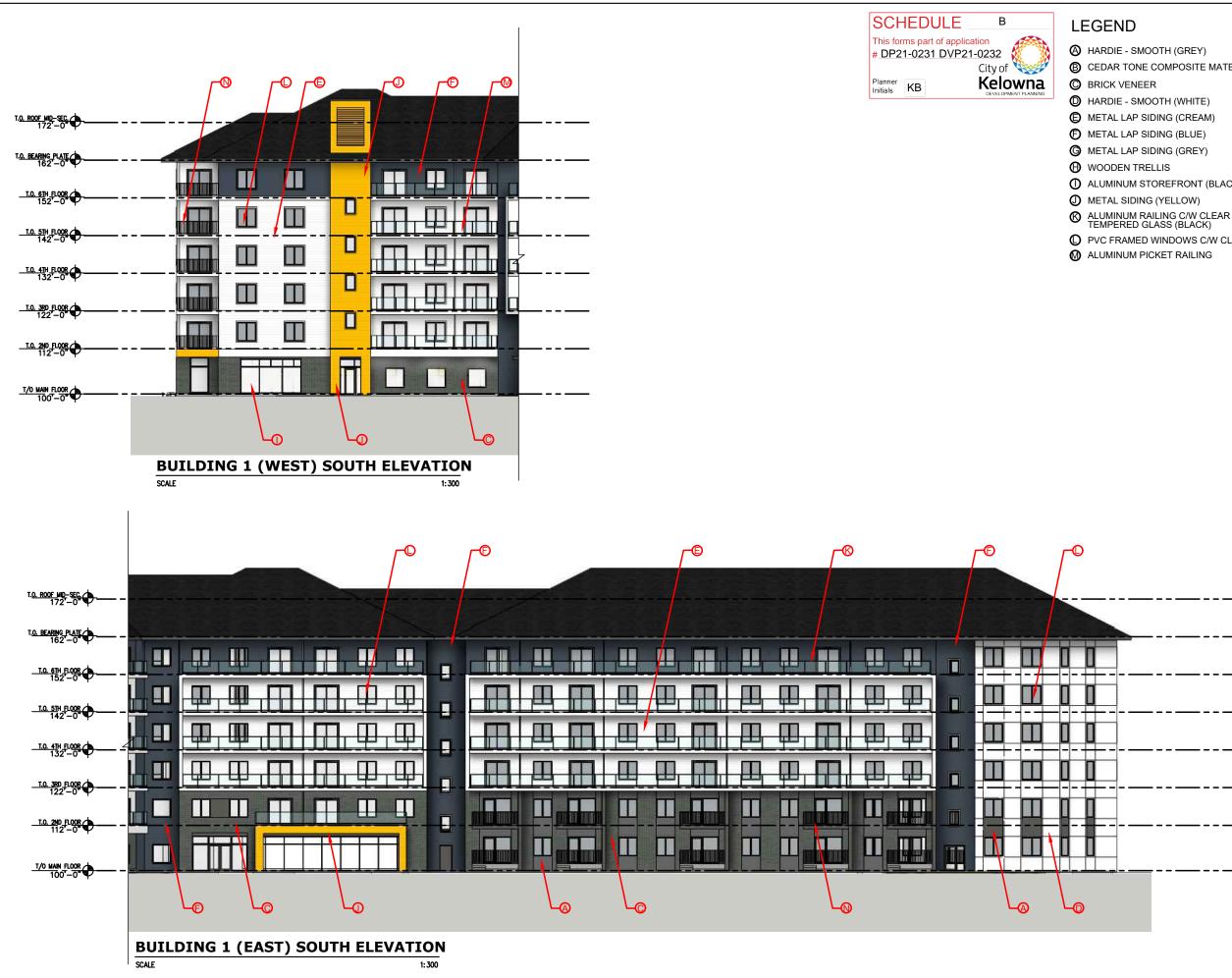
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- B CEDAR TONE COMPOSITE MATERIAL

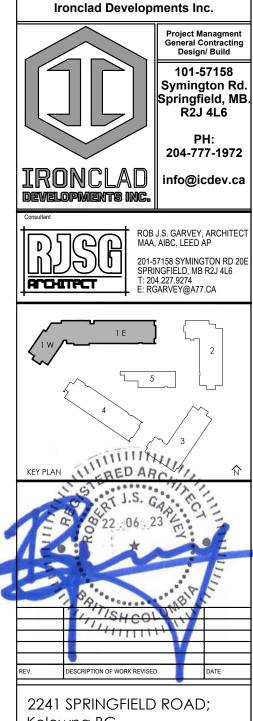
SCALE

- O BRICK VENEER
- D HARDIE SMOOTH (WHITE)
- METAL LAP SIDING (CREAM)
- METAL LAP SIDING (BLUE)
- G METAL LAP SIDING (GREY)
- WOODEN TRELLIS
- ① ALUMINUM STOREFRONT (BLACK)
- METAL SIDING (YELLOW)
- ALUMINUM RAILING C/W CLEAR TEMPERED GLASS (BLACK)
- D PVC FRAMED WINDOWS C/W CLEAR GLASS
- M ALUMINUM PICKET RAILING





- A HARDIE SMOOTH (GREY)
- CEDAR TONE COMPOSITE MATERIAL
- D HARDIE SMOOTH (WHITE)
- METAL LAP SIDING (CREAM)
- METAL LAP SIDING (BLUE)
- G METAL LAP SIDING (GREY)
- ALUMINUM STOREFRONT (BLACK)
- D PVC FRAMED WINDOWS C/W CLEAR GLASS



Kelowna BC.

BUILDING 1 SOUTH ELEVATIONS

Project Number: 2102				
04-30-2020	Rev Date 06-06-2022			
Drawn By	Drawn By T.THIMM			
Designed By	T.THIMM			
Checked By	^y R.GARVEY			
ESP-6.11				
Scale	230			



BUILDING 1 WEST ELEVATION

SCALE

1: 300



A HARDIE - SMOOTH (GREY)

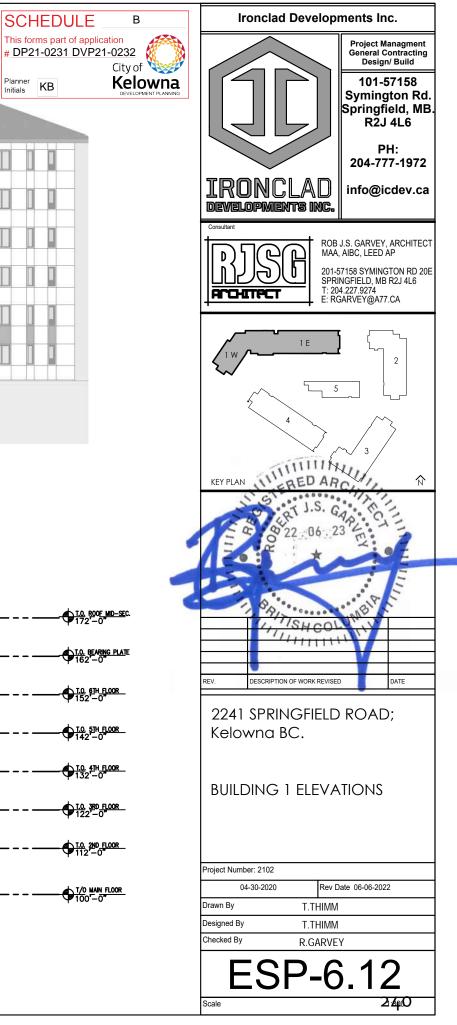
CEDAR TONE COMPOSITE MATERIAL

- C BRICK VENEER
- HARDIE SMOOTH (WHITE)
- METAL LAP SIDING (CREAM)
- METAL LAP SIDING (BLUE)
- G METAL LAP SIDING (GREY)
- WOODEN TRELLIS
- ALUMINUM STOREFRONT (BLACK)
- METAL SIDING (YELLOW)
- ALUMINUM RAILING C/W CLEAR TEMPERED GLASS (BLACK)
- D PVC FRAMED WINDOWS C/W CLEAR GLASS
- M ALUMINUM PICKET RAILING



1:300

BUILDING 1 EAST ELEVATION







SCHEDULE В This forms part of application # DP21-0231 DVP21-0232 City of Kelowna Planner Initials KB

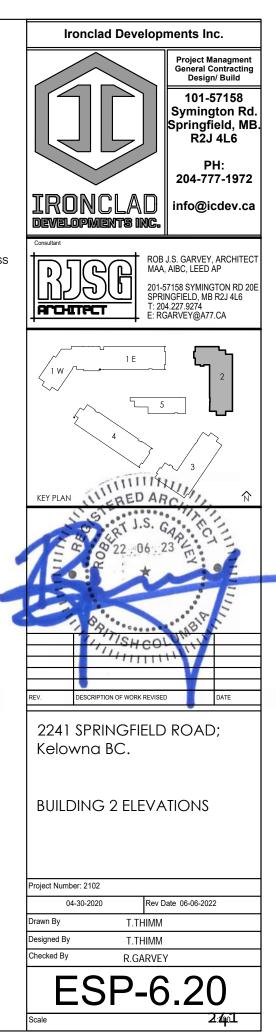
- CEDAR TONE COMPOSITE MATERIAL **O** BRICK VENEER
- D HARDIE SMOOTH (WHITE)
- METAL LAP SIDING (CREAM)
- METAL LAP SIDING (BLUE) G METAL LAP SIDING (GREY)
- WOODEN TRELLIS
- ALUMINUM STOREFRONT (BLACK)
- METAL SIDING (YELLOW)
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- M ALUMINUM PICKET RAILING

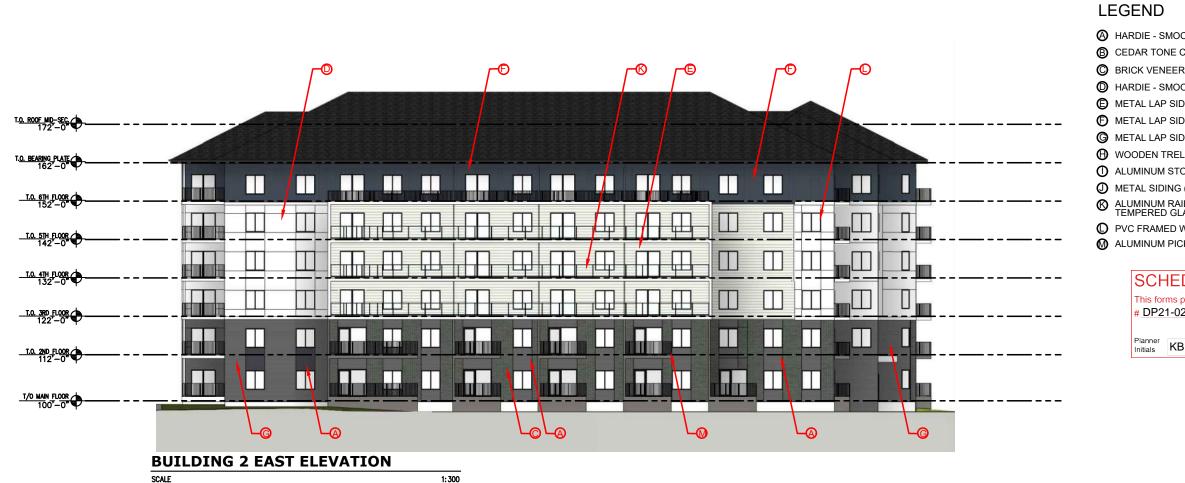
BUILDING 2 SOUTH ELEVATION SCALE

1:300

LEGEND

A HARDIE - SMOOTH (GREY)

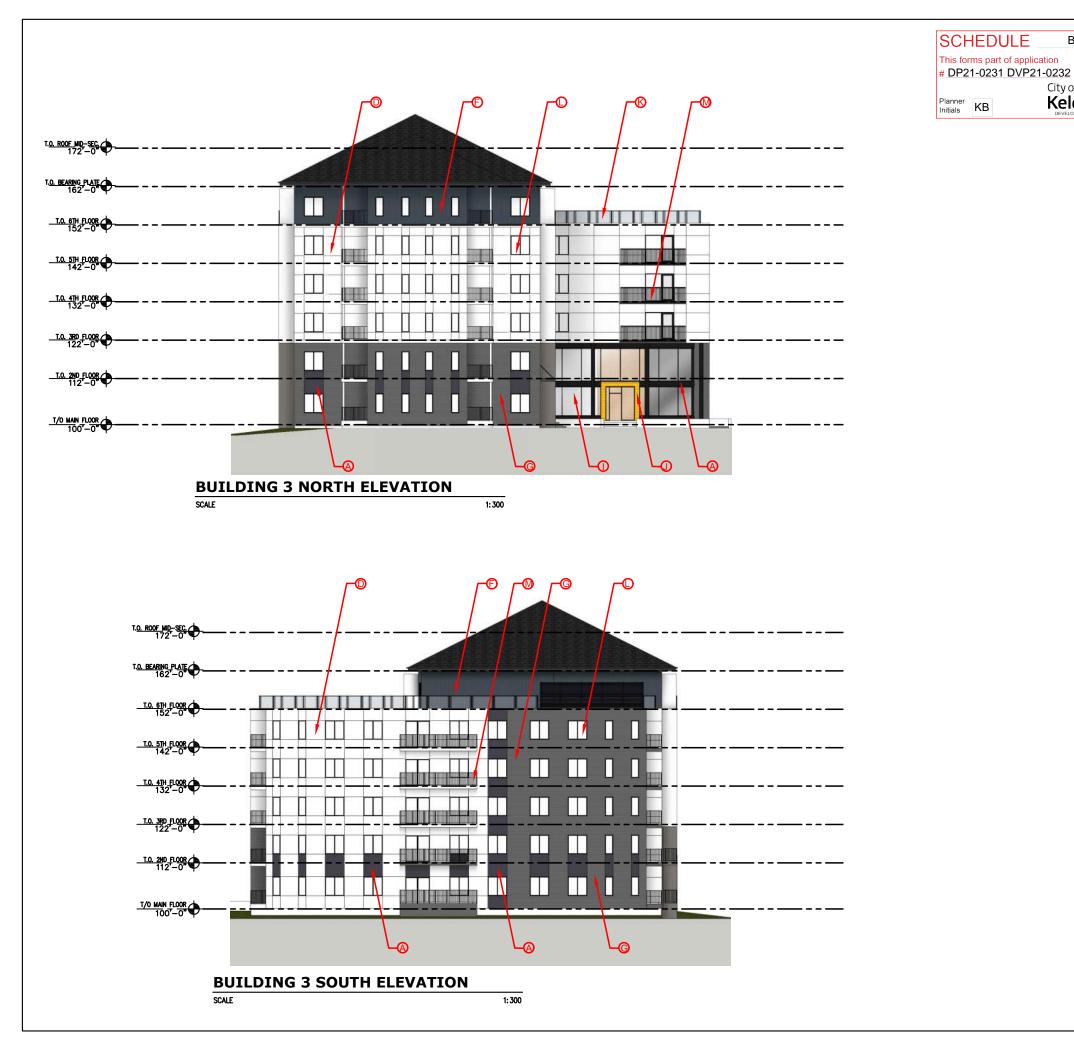






- **(H)** WOODEN TRELLIS





LEGEND

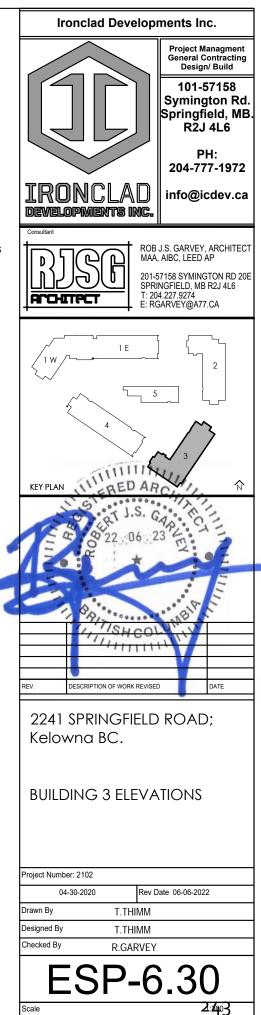
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City of 😻

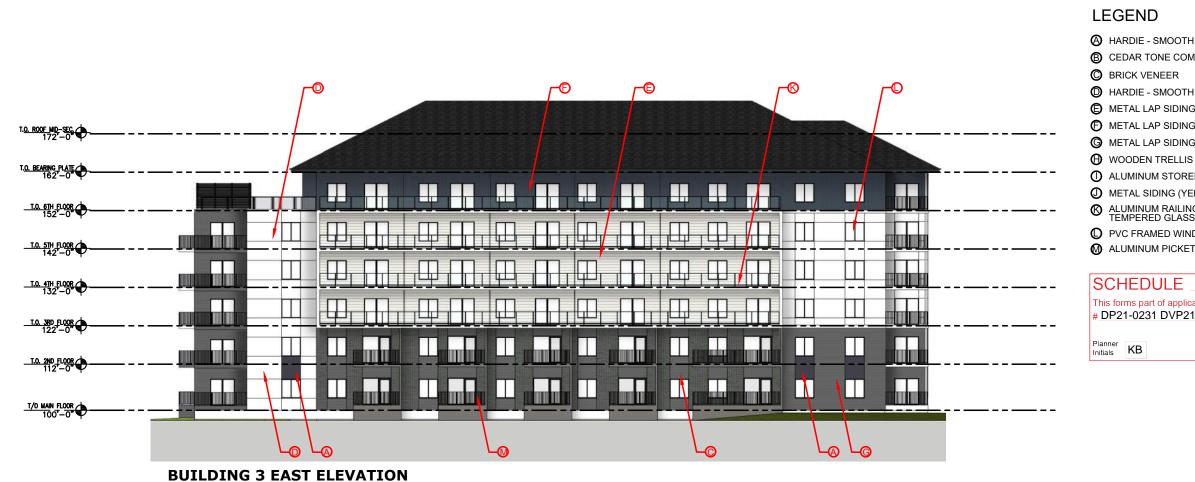
Kelowna

- C BRICK VENEER
- HARDIE SMOOTH (WHITE) METAL LAP SIDING (CREAM)
- METAL LAP SIDING (BLUE)
- G METAL LAP SIDING (GREY) H WOODEN TRELLIS
- ALUMINUM STOREFRONT (BLACK)
- METAL SIDING (YELLOW)
- ALUMINUM RAILING C/W CLEAR TEMPERED GLASS (BLACK) D PVC FRAMED WINDOWS C/W CLEAR GLASS
- ALUMINUM PICKET RAILING

- A HARDIE SMOOTH (GREY)
- ⑥ CEDAR TONE COMPOSITE MATERIAL



Scale





1: 300

SCALE



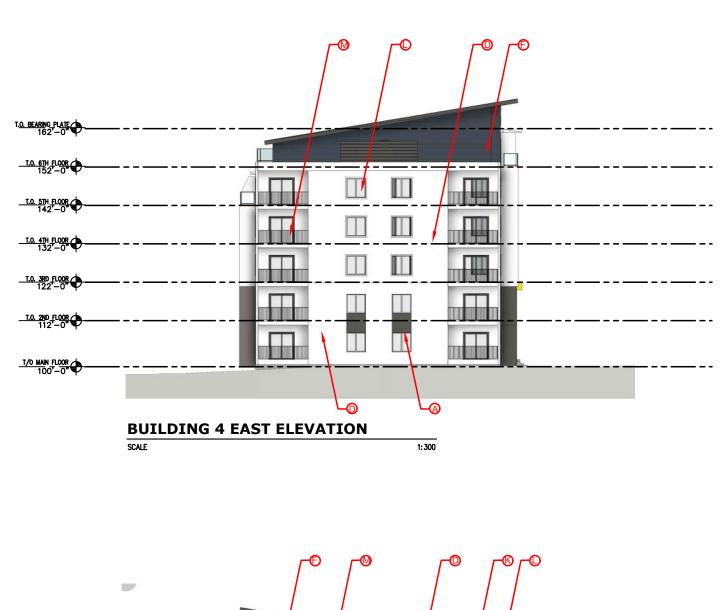


BUILDING 4 NORTH ELEVATION



1:300





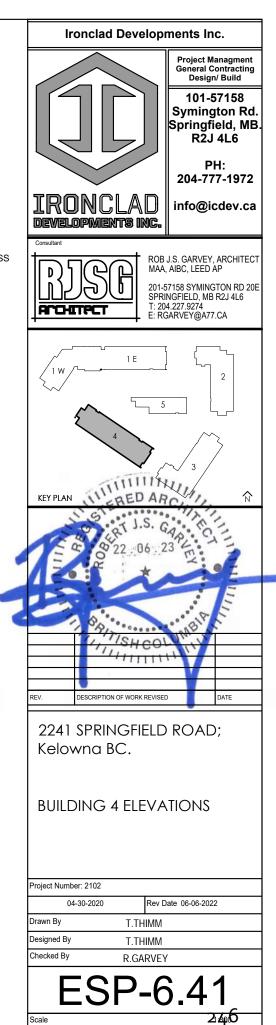


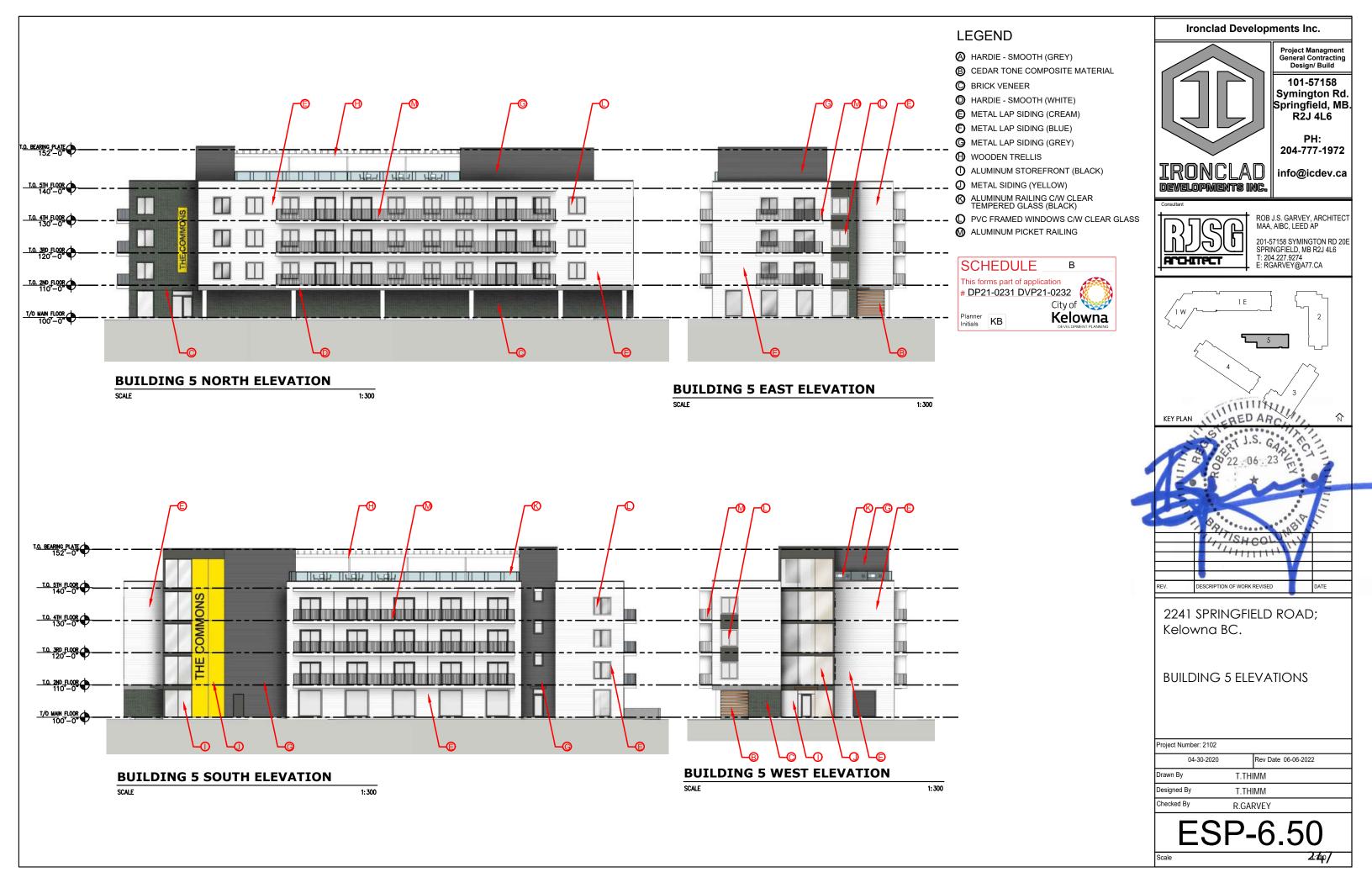


LEGEND

- C BRICK VENEER
- HARDIE SMOOTH (WHITE)
- METAL LAP SIDING (CREAM)
- METAL LAP SIDING (BLUE)
- G METAL LAP SIDING (GREY)
- WOODEN TRELLIS ALUMINUM STOREFRONT (BLACK)
- METAL SIDING (YELLOW)
- ALUMINUM RAILING C/W CLEAR TEMPERED GLASS (BLACK)
- D PVC FRAMED WINDOWS C/W CLEAR GLASS
- ALUMINUM PICKET RAILING

- A HARDIE SMOOTH (GREY)
- CEDAR TONE COMPOSITE MATERIAL













WEST ARIAL VIEW SCALE

1:NTS





PARKING ENTRANCE VIEW SCALE

NTS

BUILDING 3 ROOFTOP PATIO VIEW SCALE NTS





BUILDING 1 PARKING VIEW SCALE



NTS

BUILDING 1 STREET VIEW

SCALE

NTS



Springfield Road, Kelowna BC. - Shadow Study GMT - 0700 20th March - 9 am



Springfield Road, Kelowna BC. - Shadow Study GMT - 0700 20th March - 12 pm



Springfield Road, Kelowna BC. - Shadow Study GMT - 0700 20th March - 3 pm



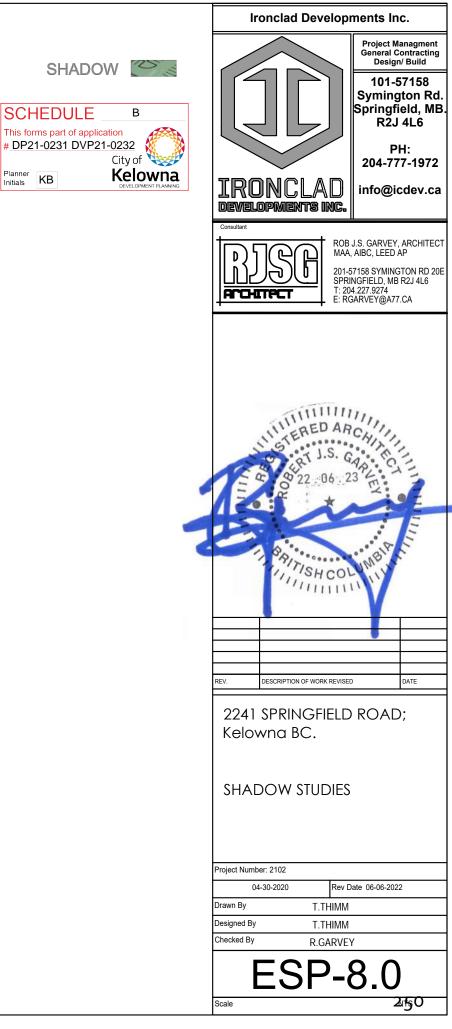
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Springfield Road, Kelowna BC. - Shadow Study GMT - 0700 21st June - 12 pm



Springfield Road, Kelowna BC. - Shadow Study GMT - 0700 21st June - 3 pm





Springfield Road, Kelowna BC. - Shadow Study GMT - 0700 22nd September - 9 am



Springfield Road, Kelowna BC. - Shadow Study GMT - 0700 22nd September - 12 pm



Springfield Road, Kelowna BC. - Shadow Study GMT - 0700 22nd September - 3 pm



Springfield Road, Kelowna BC. - Shadow Study GMT - 0700 21st December - 9 am

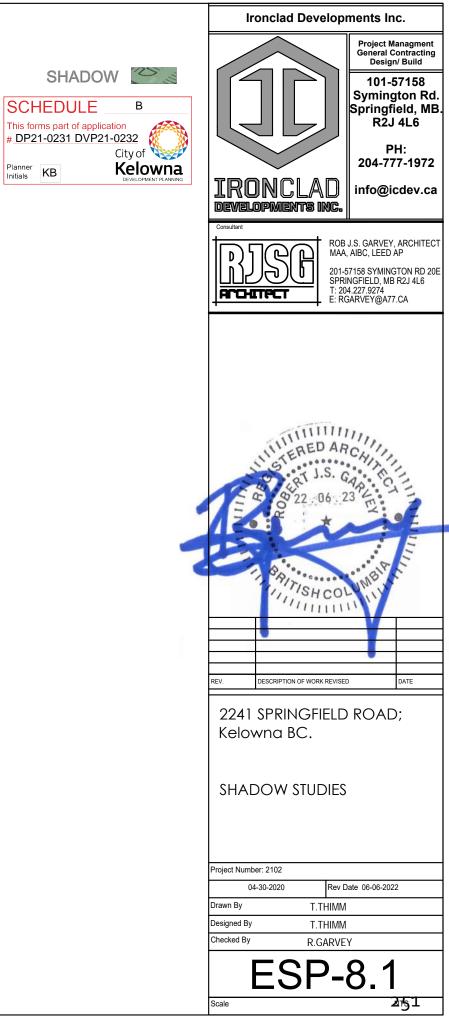
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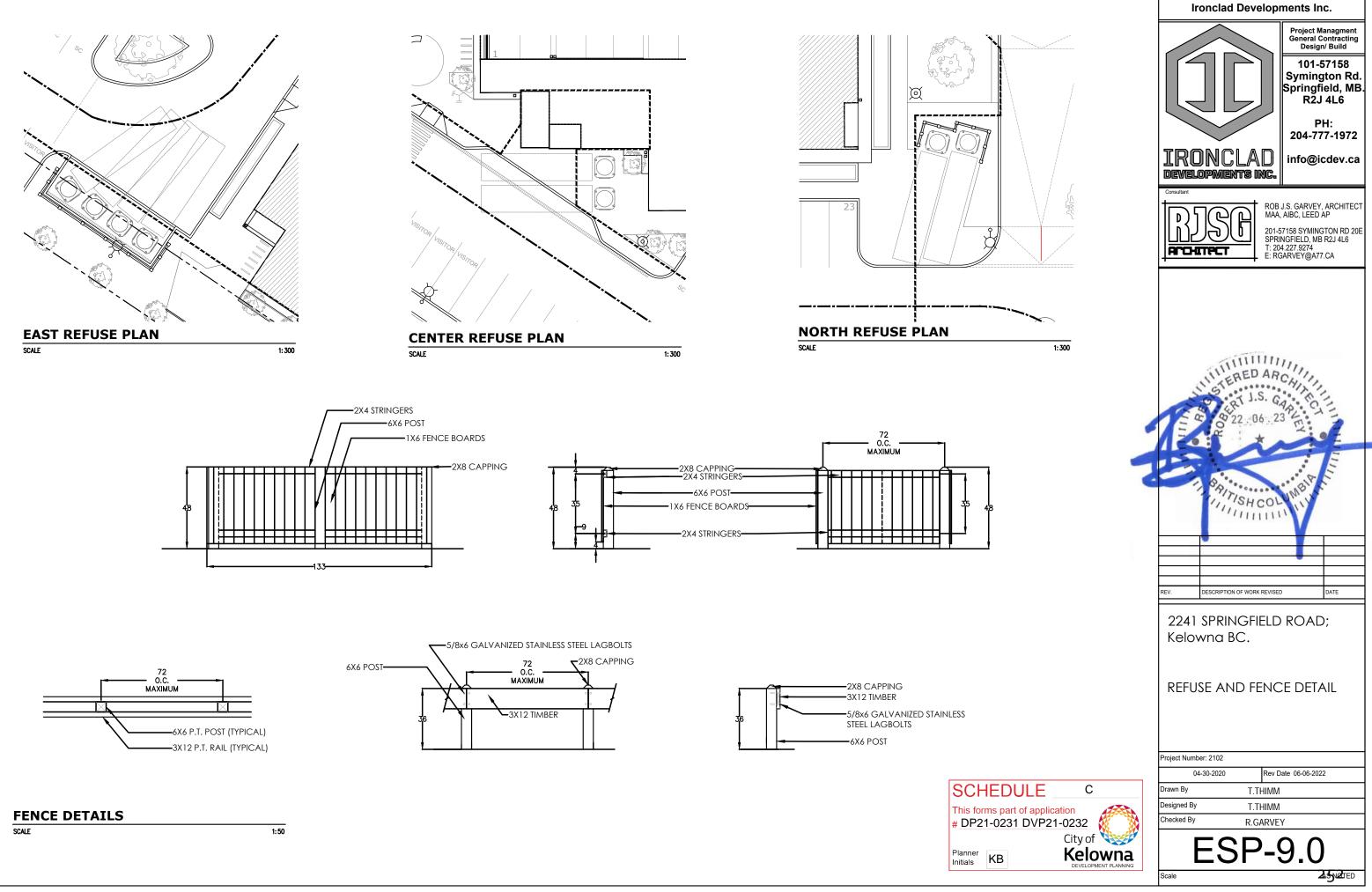


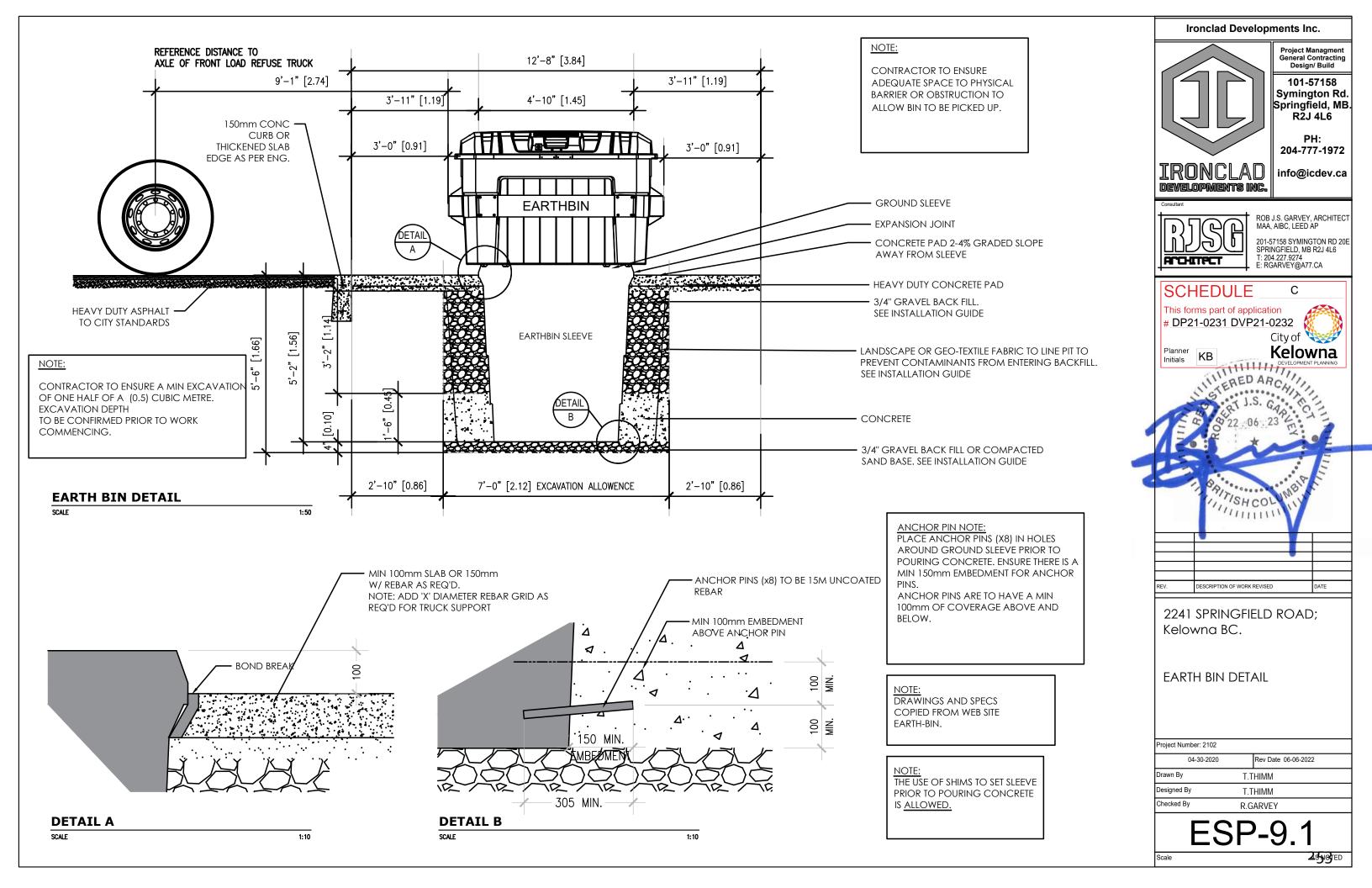
Springfield Road, Kelowna BC. - Shadow Study GMT - 0700 21st December - 12 pm



Springfield Road, Kelowna BC. - Shadow Study GMT - 0700 21st December - 3 pm











Harvest Gold Linden (Summer & Fall)



Dawyck Gold Beech Paper Bark Maple





Brandon Elm



Amur Maple



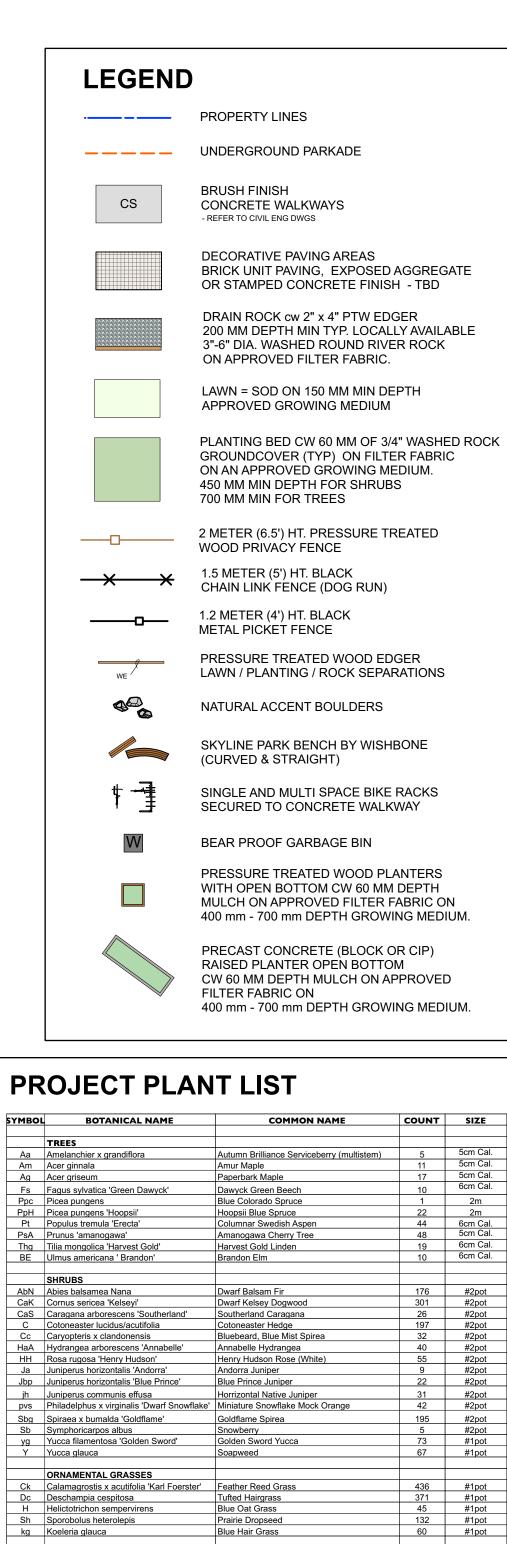
Autumn Brillance Serviceberry



Colorado Blue Spruce



Amanogawa Cherry Tree



	н	Helictotrichon sempervirens
	Sh	Sporobolus heterolepis
	kg	Koeleria glauca
		PERENNIALS/GROUNDCOVERS
	а	Allium cernuum
	с	Clematis jackmanii
	k	Arctostaphyllos uva-ursi
	DS	Perovskia atriplicaifolia 'Little Spire'
	е	Echinacea purpurea
	N	Nepeta x faassenii 'Dropmore'
	Y	Yucca filamentosa 'Golden Sword'
		NOTE: ALL WO
		NOTE. ALL WC
na		SHALL BE TO
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LANNING		

ALL WORK AND MATERIALS BE TO CANADIAN LANDSCAPE STANDARDS

Prairie Dropseed Blue Hair Grass

Nodding Onion Jackmanii Clematis

Kinnickinnick Dwarf Russian Sage

Purple Coneflower

Dropmore Catmint Golden Sword Yucca

POTENTIAL BOULEVARD STREETSCAPE TREE OPTIONS



Sweetgum



48 #1pot 7 #1pot

 17
 10cm pot

 56
 #1pot

 28
 #1pot

 42
 #1pot

 67
 #1pot

20

Slender Silhouette Kindred Spirit Oak

IRONCLAD DEVELOPMENTS INC.				
Project Manager General Contrac Design/ Buil				
		101-57158 Symington Rd. Springfield, MB. R2J 4L6		
		Ph: 204-777	-1972	
	NCLAD Piments inc.	info@icde	v.ca	
Date	Revisio	ns	By	
Date	Revisio	-	Ву	
Sept 9-21	Progress R	leview	SD	
Sept 9-21 Sept 13-21	Progress R Progress R	eview eview	SD SD	
Sept 9-21	Progress R	eview eview	SD	
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Sept 9-21 Sept 13-21	Progress R Progress R	eview eview	SD SD	
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Project

2241 SPRINGFIELD ROAD KELOWNA, BC

Sheet Title

Landscape Plan

Date

July 05, 2021

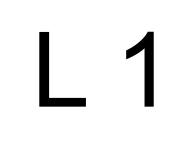
Scale 1:350 METERS

Drawn By SD/LS

Project No.

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Drawing No.







TREE GRATE WITH BENCH PRECEDENT IMAGE FOR TREE GRATE BENCH LAYOUT (SEE PROJECT BENCH NOTED BELOW FOR PROPOSED PRODUCT)

PROJECT BENCHES



Skyline Curved Park Bench Model Number: SLCB-11

Wishbone Site Furnishings Ltd.(or approved equiv)

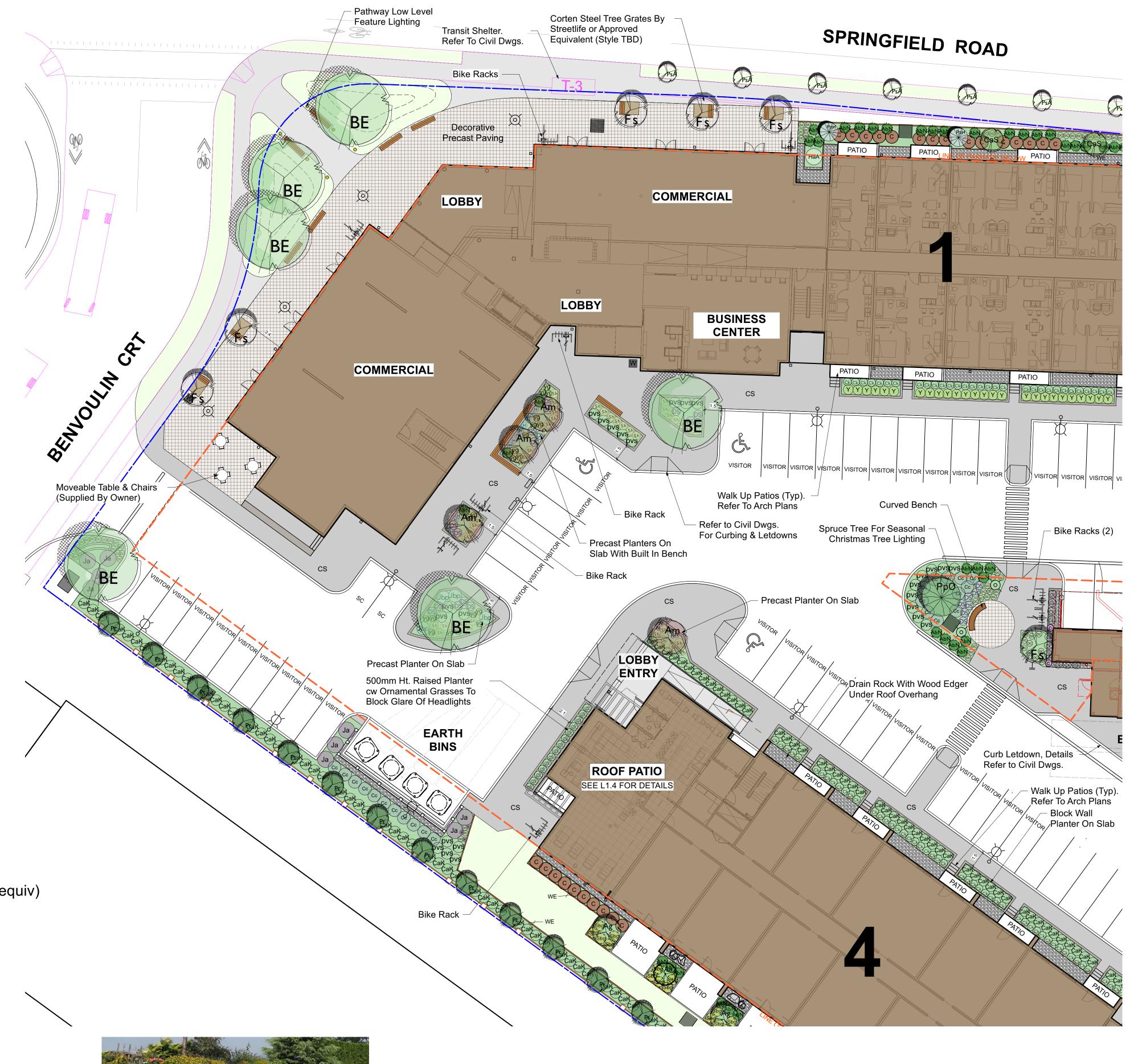


Skyline Park Bench Model Number: SLB-6 *Wishbone Site Furnishings Ltd.*(or approved equiv)

Powder Coated Black Metal Base and Arm Rests Walnut Colour Plastic Lumbar Seat Boards Surface Mount To Concrete Walkway with Manufacture Supplied Hardware

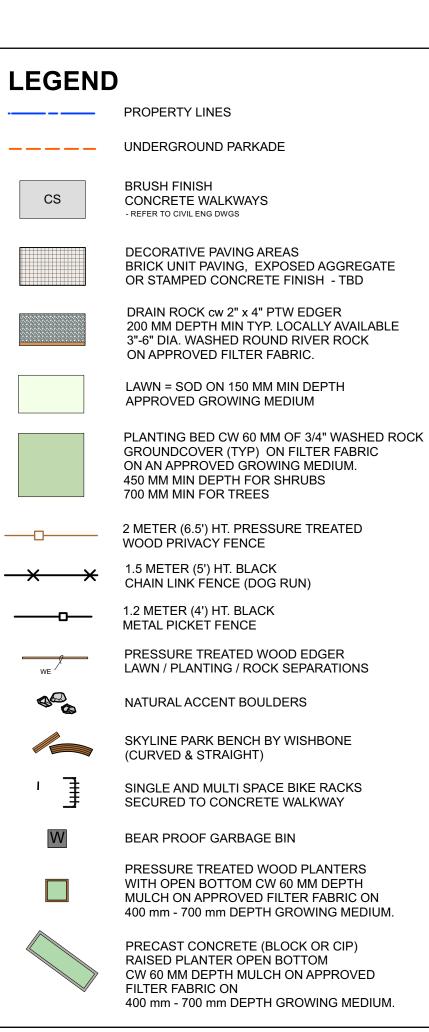


PRECAST BLOCK PLANTER Allan Block Splitfaced Planters On Slab (or Approved Equivalent)





Bike Rack Cora Bike Rack (or Approved Equivalent) Powder Coated Aluminim (Colour To Be Determined)



IRONGLAD DEVELOPMENTS INC.				
		Project Manag General Contr Design/ Bu	acting	
		101-571 Symingtor Springfield R2J 4L	i Rd. , MB. 6	
		Ph: 204-777		
	NCLAD pments inc.	info@icde	v.ca	
Date	Revisio	ns	Ву	
Jun 20 22	Progress R	eview	SD/LS	



Project

2241 SPRINGFIELD ROAD

KELOWNA, BC

Sheet Title

Landscape Plan Enlargement 1

Date

July 05, 2021

Scale 1:200 METERS

Drawn By

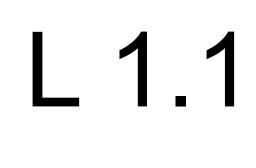
SD/LS

Project No.

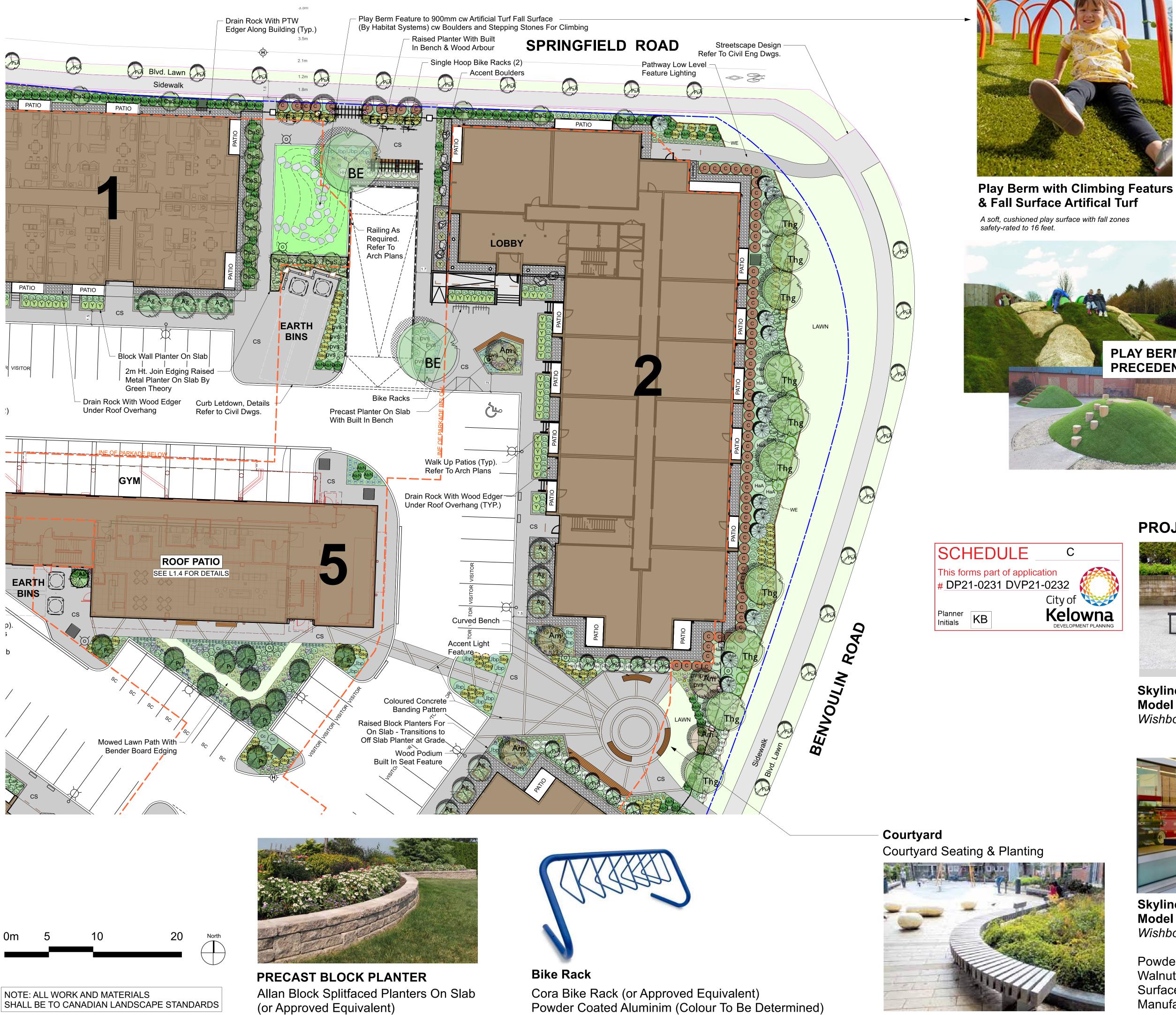
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Drawing No.

20











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Planner Initials	KB			

Powder Coated Aluminim (Colour To Be Determined)



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LEGEND

	PROPERTY LINES
	UNDERGROUND PARKADE
CS	BRUSH FINISH CONCRETE WALKWAYS - REFER TO CIVIL ENG DWGS
	DECORATIVE PAVING AREAS BRICK UNIT PAVING, EXPOSED AGGREGATE OR STAMPED CONCRETE FINISH - TBD
	DRAIN ROCK cw 2" x 4" PTW EDGER 200 MM DEPTH MIN TYP. LOCALLY AVAILABLE 3"-6" DIA. WASHED ROUND RIVER ROCK ON APPROVED FILTER FABRIC.
	LAWN = SOD ON 150 MM MIN DEPTH APPROVED GROWING MEDIUM
	PLANTING BED CW 60 MM OF 3/4" WASHED ROCK GROUNDCOVER (TYP) ON FILTER FABRIC ON AN APPROVED GROWING MEDIUM. 450 MM MIN DEPTH FOR SHRUBS 700 MM MIN FOR TREES
	2 METER (6.5') HT. PRESSURE TREATED WOOD PRIVACY FENCE
~~~×	1.5 METER (5') HT. BLACK CHAIN LINK FENCE (DOG RUN)
o	1.2 METER (4') HT. BLACK METAL PICKET FENCE
WE	PRESSURE TREATED WOOD EDGER LAWN / PLANTING / ROCK SEPARATIONS
\$ ⁰	NATURAL ACCENT BOULDERS
	SKYLINE PARK BENCH BY WISHBONE (CURVED & STRAIGHT)
']	SINGLE AND MULTI SPACE BIKE RACKS SECURED TO CONCRETE WALKWAY
VV	BEAR PROOF GARBAGE BIN
	PRESSURE TREATED WOOD PLANTERS WITH OPEN BOTTOM CW 60 MM DEPTH MULCH ON APPROVED FILTER FABRIC ON 400 mm - 700 mm DEPTH GROWING MEDIUM.

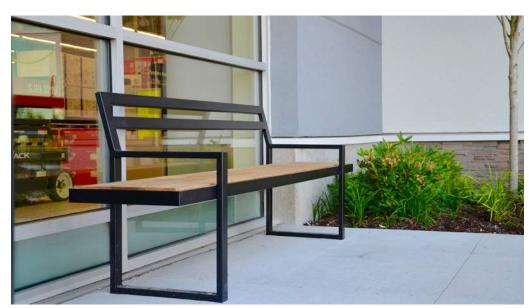
PRECAST CONCRETE (BLOCK OR CIP) RAISED PLANTER OPEN BOTTOM CW 60 MM DEPTH MULCH ON APPROVED FILTER FABRIC ON 400 mm - 700 mm DEPTH GROWING MEDIUM.

PROJECT BENCHES



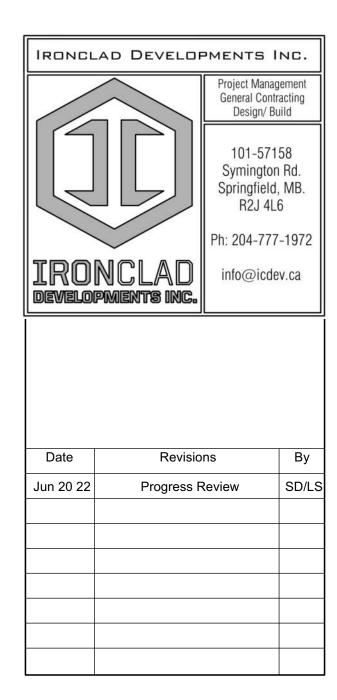
Skyline Curved Park Bench Model Number: SLCB-11

Wishbone Site Furnishings Ltd.(or approved equiv)



Skyline Park Bench Model Number: SLB-6 *Wishbone Site Furnishings Ltd.*(or approved equiv)

Powder Coated Black Metal Base and Arm Rests Walnut Colour Plastic Lumbar Seat Boards Surface Mount To Concrete Walkway with Manufacture Supplied Hardware





Project

2241 SPRINGFIELD ROAD

KELOWNA, BC

Sheet Title

Date

Landscape Plan Enlargement 2

July 05, 2021

Scale 1:200 METERS

Drawn By

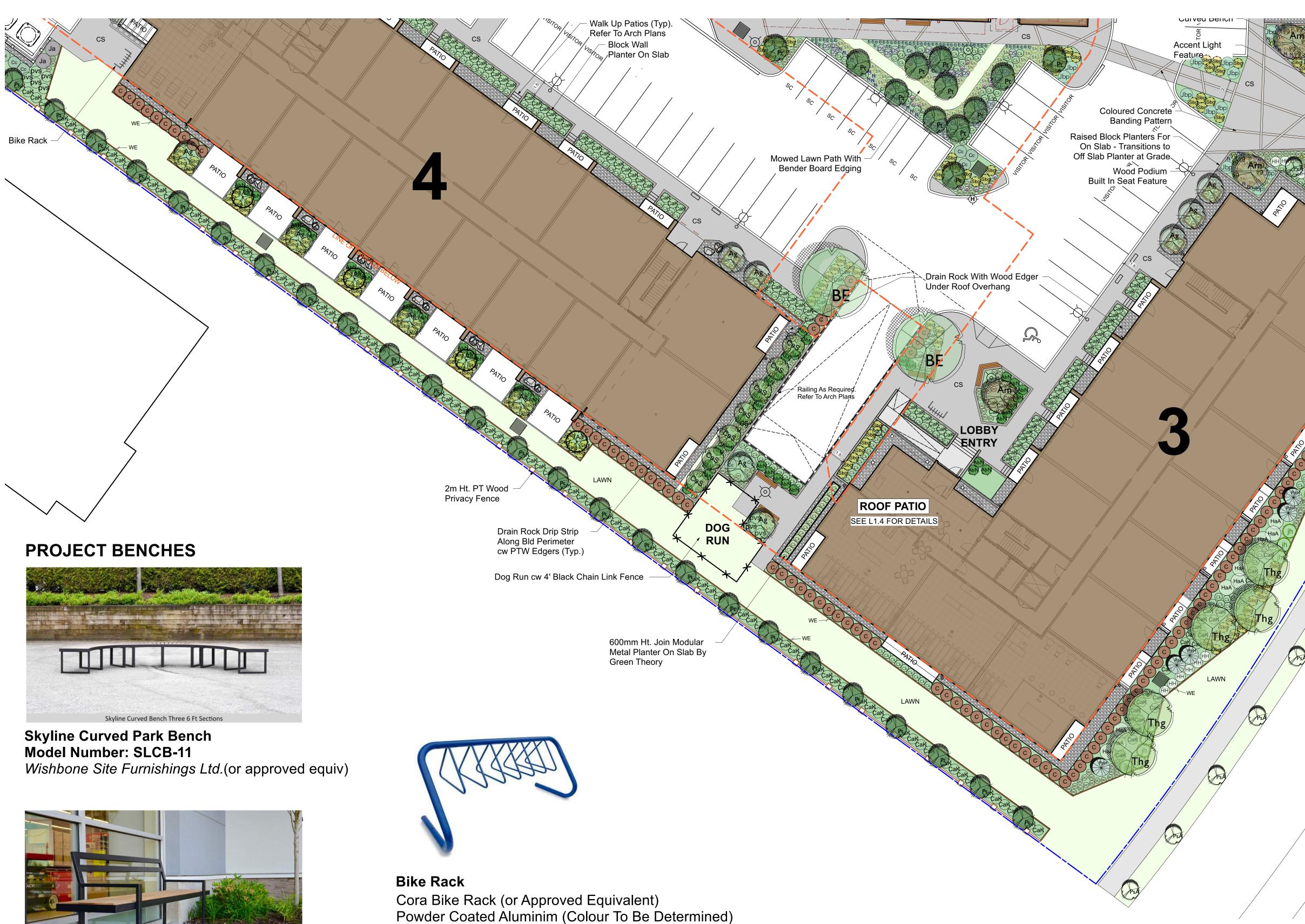
Project No.

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Drawing No.







Skyline Park Bench Model Number: SLB-6 Wishbone Site Furnishings Ltd.(or approved equiv)

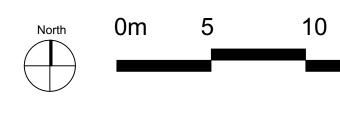
Powder Coated Black Metal Base and Arm Rests Walnut Colour Plastic Lumbar Seat Boards Surface Mount To Concrete Walkway with Manufacture Supplied Hardware



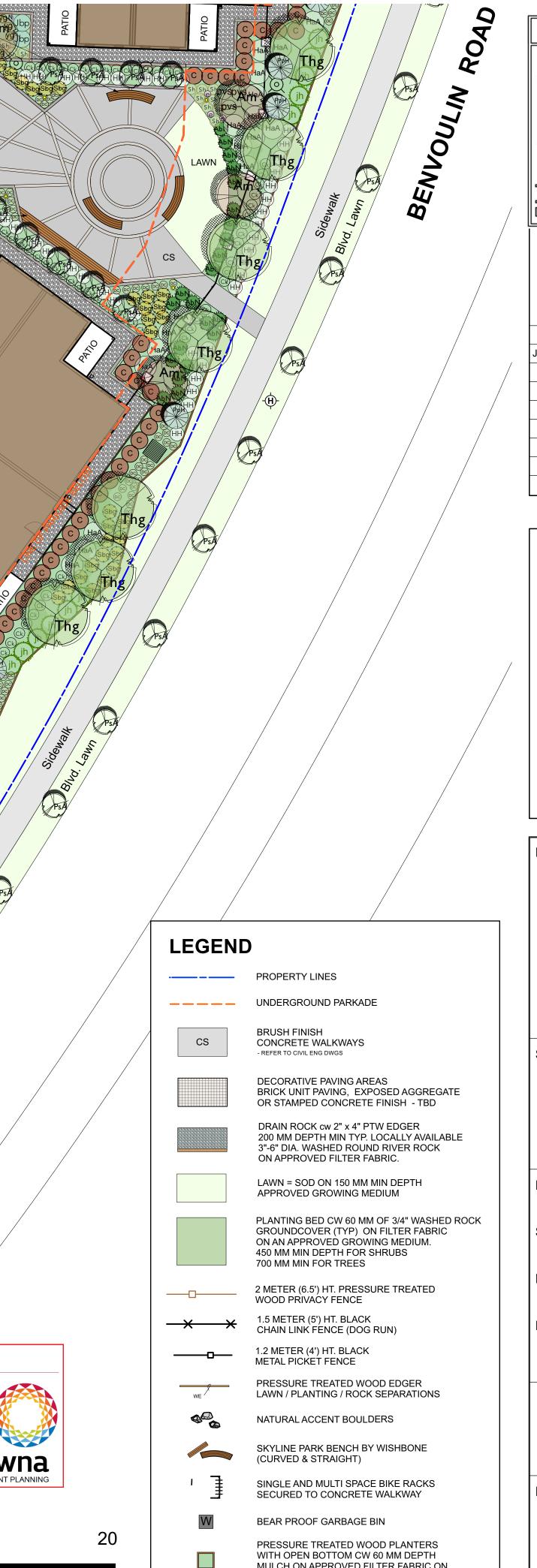


PRECAST BLOCK PLANTER Allan Block Splitfaced Planters On Slab (or Approved Equivalent)

SCHEDULE С This forms part of application # DP21-0231 DVP21-0232 City of Kelowna DEVELOPMENT PLANNING Planner KB Initials



NOTE: ALL WORK AND MATERIALS SHALL BE TO CANADIAN LANDSCAPE STANDARDS



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IRONCL	AD DEVELOP	PMENTS I	NC.		
	Project Management General Contracting Design/ Build				
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		Ph: 204-777	-1972		
	NCLAD Pimients inc.	info@icde	v.ca		
			-		
Date	Revisio	ns	Ву		
Jun 20 22	Progress R	eview	SD/LS		



Project

2241 SPRINGFIELD ROAD

KELOWNA, BC

Sheet Title

Landscape Plan Enlargement 3

Date

July 05, 2021

Scale 1:200 METERS

Drawn By

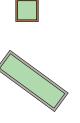
SD/LS

Project No.

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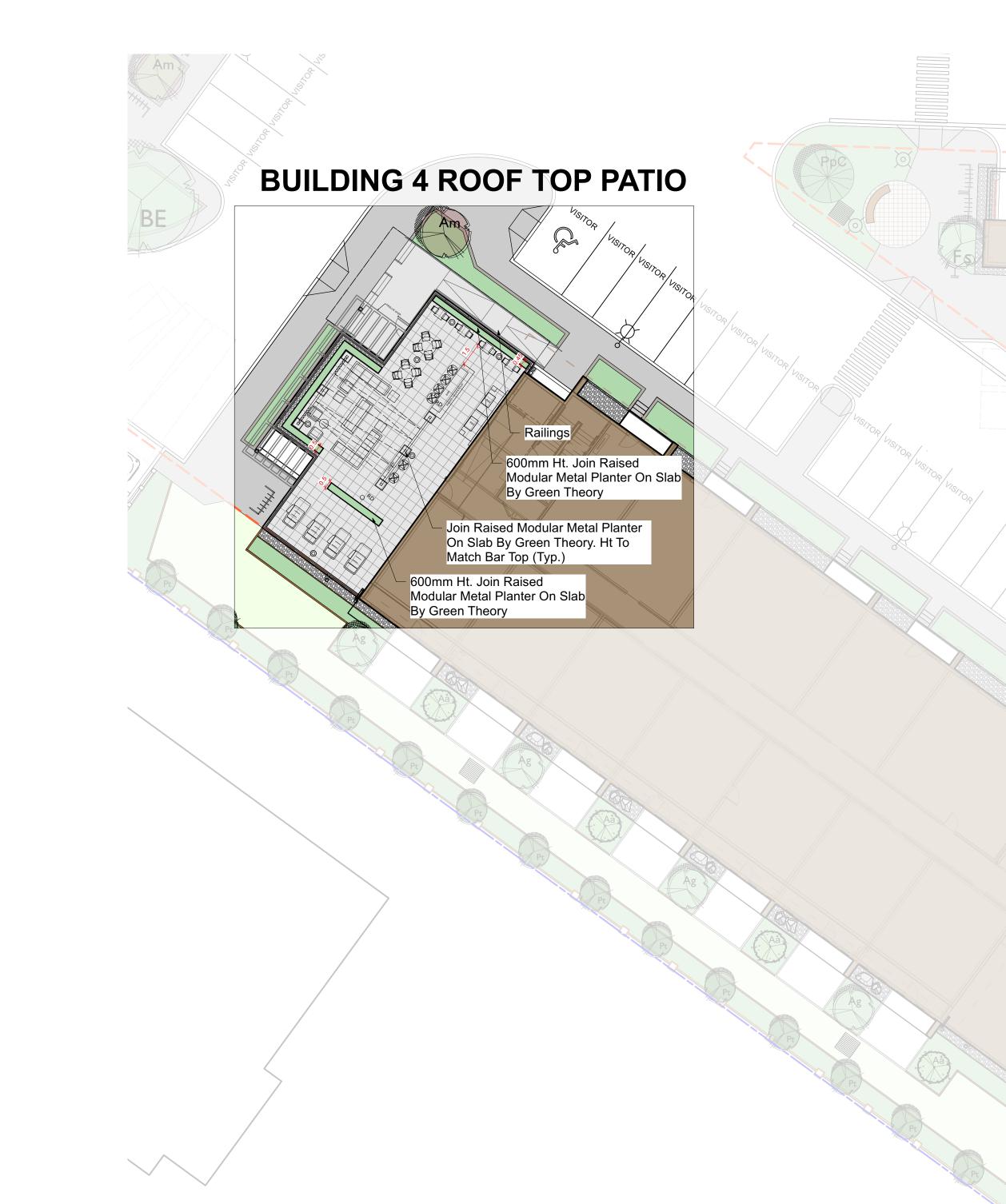
Drawing No.





MULCH ON APPROVED FILTER FABRIC ON 400 mm - 700 mm DEPTH GROWING MEDIUM.

PRECAST CONCRETE (BLOCK OR CIP) RAISED PLANTER OPEN BOTTOM CW 60 MM DEPTH MULCH ON APPROVED FILTER FABRIC ON 400 mm - 700 mm DEPTH GROWING MEDIUM.



MODULAR METAL PLANTERS FOR ROOFTOP PLANTING BEDS



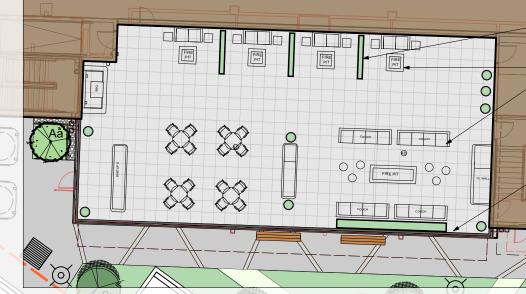
Join Edging Planter. Colour T.B.D. By Green Theory (or approved equiv)



Composite Vase Planter 21" Dia x 26" Ht.

Join Modular Planter. Colour T.B.D. By Green Theory (or approved equiv)

BUILDING 5 ROOF TOP PATIO



BE

600mm Ht. Join Raised Modular Metal Planter On Slab Refer To Interior Designer Dwgs For Patio Trellis Design, Furniture Layout & Spec's Railing. Refer To Arch Plans

Accent

Feature

Light

PSA



- Railing. Refer To Arch Plans

21" Dia Composite Vase On Slab By Green Theory

Refer To Interior Designer Dwgs For Patio Trellis Design, Furniture Layout & Spec's



IRONCLAD DEVELOPMENTS INC. Project Management General Contracting				
101-57158 Symington Rd. Springfield, MB. R2J 4L6 Ph: 204-777-1972				
IRO	NCLAD Pimients inc.	info@icde	ev.ca	
Date	Revisio	ns	Ву	
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Jun 20 22	Progress R	eview	SD/LS	

(\mathcal{P})	SVISDAHL LANDSCAPE ARCHITECTS
203-1300 1st A 250-563-615	venue, Prince George B.C. V2L 2Y3 8 www.Isla-landarch.com

2241	SPRINGF	IELD	ROAD
			-

KELOWNA, BC

Sheet Title

Landscape Plan **Roof Terrace**

Date

Scale

July 05, 2021

1:200 METERS

Drawn By

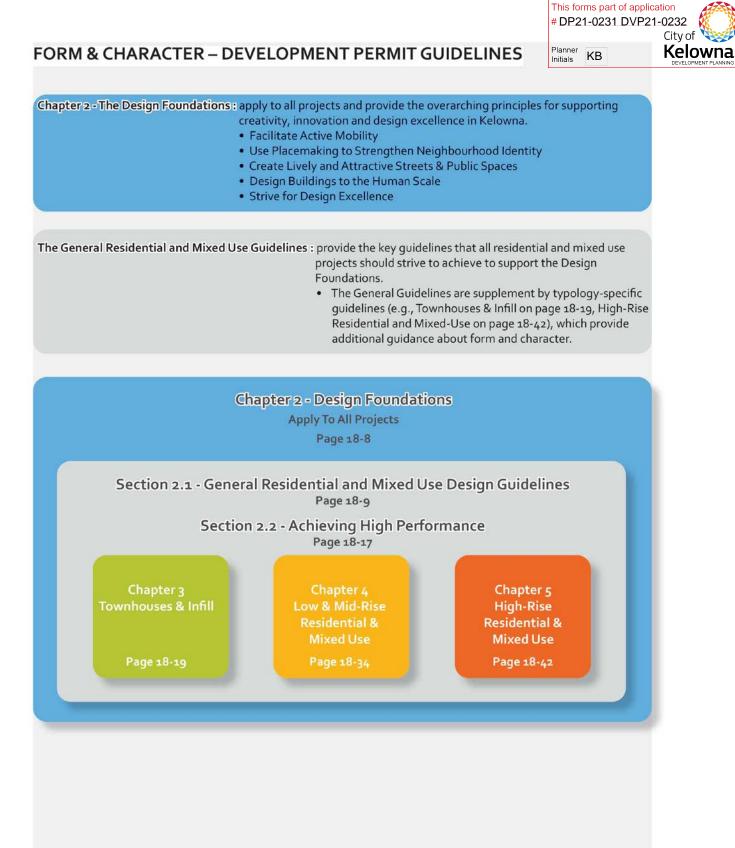
SD/LS

Project No.

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Drawing No.





*Note: Refer to the Design Foundations and the Guidelines associated with the specific building typology.

ATTACHMENT

В



FORM & CHARACTER - DEVELOPMENT PERMIT GUIDELINES

Consideration has been given to the following guidelines as identified in Chapter 18 of the City of Kelowna 2040 Official Community Plan:

RATE PROPOSALS COMPLIANCE TO PERTINENT GUIDELINE		1	2	3	4	5
(1 is least complying & 5 is highly complying) CHAPTER 4.0: LOW & MID-RISE RESIDENTIAL & MIXED USE						
4.1 Guidelines						
· · · · · · · · · · · · · · · · · · ·						
4.1.1 Relationship to the Street						
Lobby area and main building entrance is clearly visible from the fronting				✓		
street and sidewalk.						
Wherever possible, blank walls at grade are not encouraged.						~
Enclosed parking garages are located away from street frontages or						✓
public open space.						
Ground oriented units with entries or glazing have been provided to						\checkmark
avoid the blank/dead frontage along the street.						
When unavoidable, blank walls have been screened with landscaping or						
have been incorporated with a patio/café or special materials have been						
provided to make them visually interesting.						
Commercial & Mixed-use Buildings		1	1	1		
Proposed built form has a continuous active and transparent retail					V	
frontage at grade and provides a visual connection between the public						
and private realm.						
Buildings have been sited using a common 'build to' line at or near the						v
front property line to maintain a continuous street frontage. Some						
variation (1-3 m maximum) can be accommodated in ground level set						
backs to support pedestrian and retail activity by, for example,						
incorporating a recessed entryway, small entry plaza, or sidewalk café.						
Frequent entrances (every 15 m maximum) into commercial street				~		
frontages have been incorporated to create punctuation and rhythm						
along the street, visual interest, and support pedestrian activity.						
Residential and Mixed-use Buildings				T		_
Residential buildings at the ground floor have a set back between 3-5 m					\checkmark	
from the property line to create a semi-private entry or transition zone to						
individual units and to allow for an elevated front entryway or raised						
patio.		-				
A maximum 1.2 m desired height (e.g., 5-6 steps) for front entryways has						~
been provided. Where the water table requires this to be higher, in these						
cases, larger patio has been provided and parking has been screened						
with ramps, stairs, and landscaping. Ground floor units accessible from the fronting street or public open	+	\checkmark				
spaces have been provided with individual entrances.	1	ľ				
Buildings are sited and oriented so that windows and balconies are	+					✓
overlooking public streets, parks, walkways, and shared amenity spaces	1					
while minimizing views into private residences.						

					This for # DP21	ACHM ms part of a 1-0231 D\ KB	
RATE PROPOSALS COMPLIANCE TO PERTINENT GUIDELINE (1 is least complying & 5 is highly complying)	N/A	1	2	3	4	5	
4.1.2 Scale and Massing							
Proposed residential building façade has a length of 60 m (40 m length is preferred).		✓					
Buildings over 40 m in length are incorporating significant horizontal and vertical breaks in façade.				~			
Commercial building facades are incorporating significant break at approximately 35 m intervals.					~		
Proposed residential building has a maximum width of 24 m.					~		
4.1.3 Site Planning							
On sloping sites, building floor levels are following the natural grade and avoiding the blank wall situation.	~						
Buildings are sited to be parallel to the street and have a distinct front-to- back orientation to public street and open spaces and to rear yards, parking, and/or interior courtyards.						~	
Building sides that are interfacing with streets, mid-block connections, and other open spaces (building fronts) are positively framing and activating streets and open spaces and supporting pedestrian activity.					~		
Larger buildings are broken up with mid-block connections which have public accessibility wherever possible.					~		
Ground floors adjacent to mid block connections have entrances and windows facing the mid block connection.			√				
4.1.4 Site Servicing, Access, and Parking		•	•	•	•	•	
Vehicular access is provided from the lane.	~						
 Where there is no lane, and where the re-introduction of a lane is difficult or not possible, access is provided from the street, provided: Access is from a secondary street, where possible, or from the long face of the block; Impacts on pedestrians and the streetscape is minimized; and, There is no more than one curb cut per property. Above grade structure parking should only be provided in instances 	 ✓ 					 ✓ 	
where the site or high water table does not allow for other parking forms.							

					# DP2		Application VP21-0232 City of Kelowna
RATE PROPOSALS COMPLIANCE TO PERTINENT GUIDELINE	N/A	1	2	3	Initials	5	DEVELOPMENT PLANNING
(1 is least complying & 5 is highly complying)	,,,	-	-	5	-		
When parking cannot be located underground due to the high water						✓	
table and is to be provided above ground, screen the parking structure							
from public view as follows:							
 On portions of the building that front a retail or main street, 							
line the above ground parking with active retail frontage;							
 On portions of the building that front onto non-retail streets, 							
line the above ground parking with an active residential							
frontage, such as ground oriented townhouse units;							
 When active frontages are not able to be accommodated, 							
screen parking structures by using architectural or							
landscaped screening elements;							
On corner sites, screen the parking structure from public view							
on both fronting streets using the appropriate strategy listed							
above.	\checkmark						
Buildings with ground floor residential may integrate half-storey	v						
underground parking to a maximum of 1.2 m above grade, with the following considerations:							
5							
 Semi-private spaces should be located above to soften the edge and be at a comfortable distance from street activity; and 							
 Where conditions such as the high water table do not allow for 							
this condition, up to 2 m is permitted, provided that entryways,							
stairs, landscaped terraces, and patios are integrated and that							
blank walls and barriers to accessibility are minimized.							
4.1.5 Publicly Accessible and Private Open Spaces							
		√	Г	T		1	
Publicly accessible private spaces (e.g., private courtyards accessible and		v					
available to the public) have been integrated with public open areas to create seamless, contiguous spaces.							
Semi-private open spaces have been located to maximize sunlight				✓			
penetration, minimize noise disruptions, and minimize 'overlook' from							
adjacent units.							
Outdoor Amenity Areas: design plazas and parks to:				√			
Contain 'three edges' (e.g., building frontage on three sides)							
where possible and be sized to accommodate a variety of							
activities;							
 Be animated with active uses at the ground level; and, 							
Be located in sunny, south facing areas.							
Internal courtyard design provides:					✓		
• amenities such as play areas, barbecues, and outdoor seating							
where appropriate.							
		1		1			
 a balance of hardscape and softscape areas to meet the specific needs of surrounding residents and/or users. 		1		1			
Mid-block connections design includes active frontages, seating, and				1	~		
landscaping.		1		1			
	1	1	1	1	1	1	

ATTACHMENT

В

				1	ATTA	СНМЕ	NT в
						part of ap	plication 221-0232
							City of
				- I	nitials KI	В	Kelowna DEVELOPMENT PLANNING
RATE PROPOSALS COMPLIANCE TO PERTINENT GUIDELINE	N/A	1	2	3	4	5	
(1 is least complying & 5 is highly complying)							
Rooftop Amenity Spaces		r –	1	1		1	
Shared rooftop amenity spaces (such as outdoor recreation space and					V		
rooftop gardens on the top of a parkade) are designed to be accessible to							
residents and to ensure a balance of amenity and privacy by:							
Limiting sight lines from overlooking residential units to outdoor							
amenity space areas through the use of pergolas or covered							
areas where privacy is desired; and							
Controlling sight lines from the outdoor amenity space							
into adjacent or nearby residential units.							
Reduce the heat island effect by including plants or designing a green		✓					
roof, with the following considerations:							
• Secure trees and tall shrubs to the roof deck; and							
• Ensure soil depths and types are appropriate for proposed plants							
and ensure drainage is accommodated.							
4.1.6 Building Articulation, Features & Materials							
Articulate building facades into intervals that are a maximum of 15 m				\checkmark			
wide for mixed-use buildings and 20m wide for residential buildings.							
Strategies for articulating buildings should consider the potential							
impacts on energy performance (see 2.2.1), and include:							
• Façade Modulation – stepping back or extending forward a							
portion of the façade to create a series of intervals in the facade;							
Repeating window patterns at intervals that correspond to							
extensions and step backs (articulation) in the building facade;							
• Providing a porch, patio, deck, or covered entry for each interval;							
• Providing a bay window or balcony for each interval, while							
balancing the significant potential for heat loss through thermal							
bridge connections which could impact energy performance;							
• Changing the roof line by alternating dormers, stepped roofs,							
gables, or other roof elements to reinforce the modulation or							
articulation interval;							
 Changing the materials with the change in building plane; and 							
Provide a lighting fixture, trellis, tree, or other landscape feature							
within each interval.							
Break up the building mass by incorporating elements that define a						\checkmark	
building's base, middle and top.							
Use an integrated, consistent range of materials and colors and provide						\checkmark	
variety by, for example, using accent colors.		L		<u> </u>			
Articulate the facade using design elements that are inherent to the			\checkmark				
building as opposed to being decorative. For example, create depth in							
building facades by recessing window frames or partially recessing							
balconies to allow shadows to add detail and variety as a byproduct of							
massing.				<u> </u>			
Incorporate distinct architectural treatments for corner sites and highly			~				
visible buildings such as varying the roofline (See Figure 41), articulating							
the facade, adding pedestrian space, increasing the number and size of							
windows, and adding awnings and canopies.			1	1		1	

					This form # DP21-	CHM Is part of a -0231 DV	
		1			Initials		DEVELOPMENT PLANNING
RATE PROPOSALS COMPLIANCE TO PERTINENT GUIDELINE	N/A	1	2	3	4	5	
(1 is least complying & 5 is highly complying)							
Weather Protection		1	1	T	-		
Provide weather protection (e.g. awnings, canopies, overhangs, etc.)						~	
along all commercial streets and plazas (See Figure 42), with particular							
attention to the following locations:							
 Primary building entrances, 							
Adjacent to bus zones and street corners where people wait for							
traffic lights;							
 Over store fronts and display windows; and 							
• Any other areas where significant waiting or browsing by people							
OCCUIS.							
Architecturally-integrate awnings, canopies, and overhangs to the					\checkmark		
building and incorporate architectural design features of buildings from							
which they are supported.							
Place and locate awnings and canopies to reflect the building's					~		
architecture and fenestration pattern.							
Place awnings and canopies to balance weather protection with daylight					✓		
penetration. Avoid continuous opaque canopies that run the full length							
Signage							
Provides attractive signage on commercial buildings that identifies uses					\checkmark		
and shops clearly but which is scaled to the pedestrian rather than the							
motorist. Some exceptions can be made for buildings located on							
highways and/or major arterials in alignment with the City's Sign Bylaw.							
Avoid the following types of signage:	\checkmark						
Internally lit plastic box signs;							
Pylon (stand alone) signs; and							
 Rooftop signs. 				1			
Uniquely branded or colored signs are encouraged to help establish a	\checkmark						
special character to different neighbourhoods.							



DP21-0231 DVP21-0232 2241 Springfield Rd

Development Permit and Development Variance Permit Application



Proposal

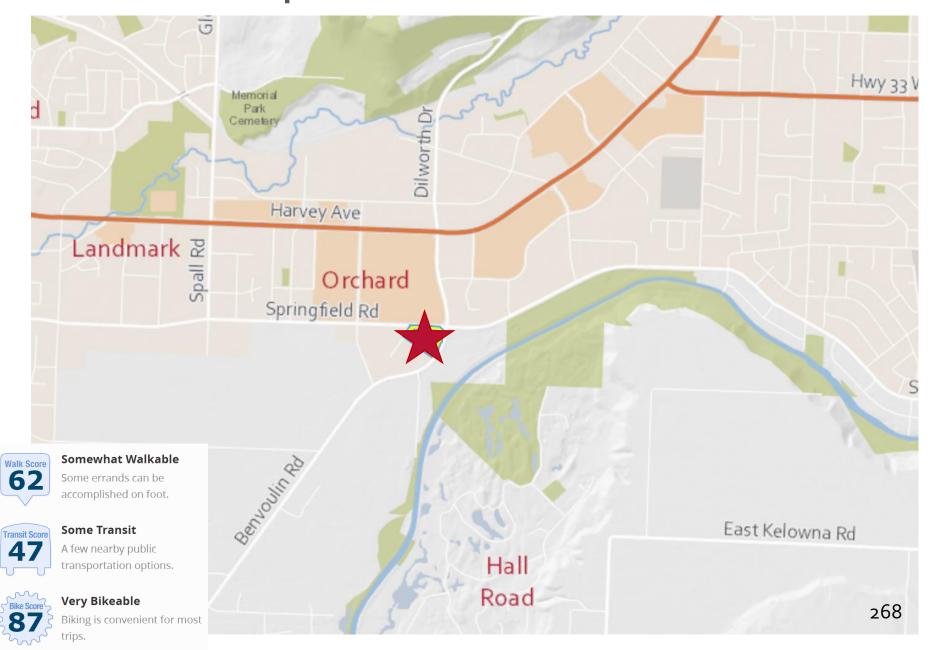
To issue a Development Permit for the form and character of a mixed-use development and to issue a Development Variance Permit for functional commercial space on the Springfield Rd frontage.



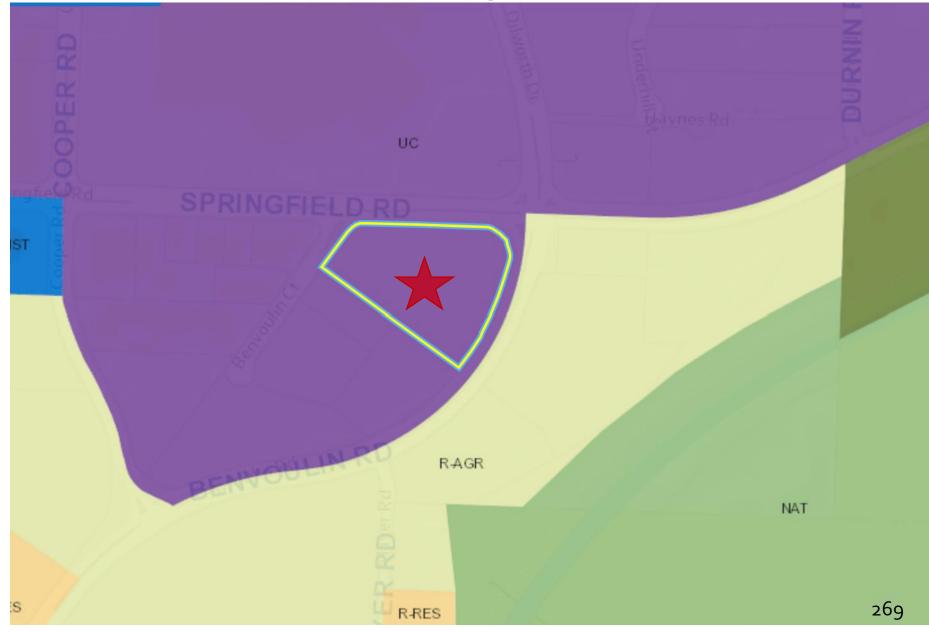
Development Process



Context Map



Future Land Use Map



Subject Property Map





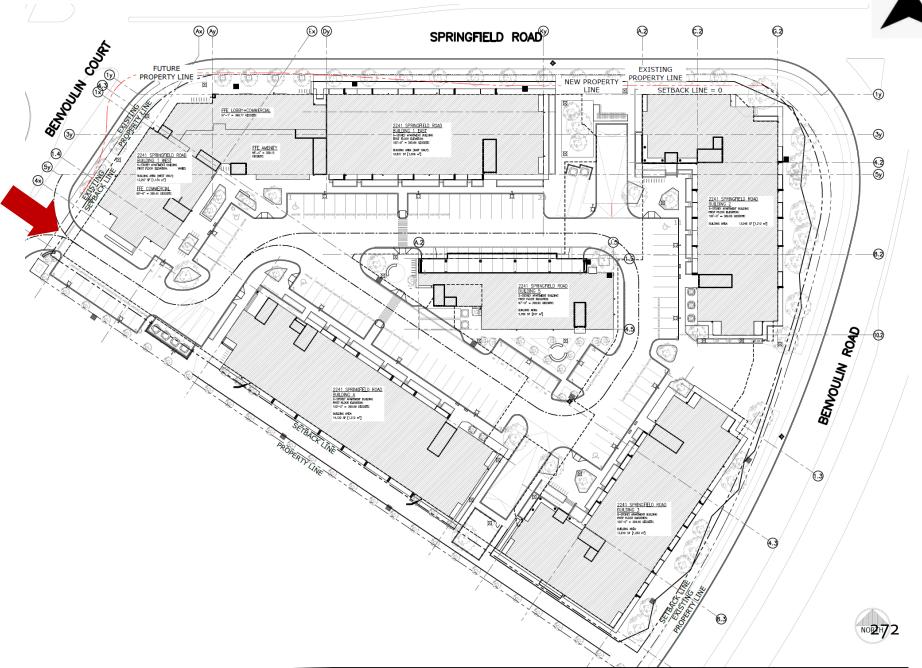
Technical Details

Mixed-Use development

- 5 buildings
- 679 m² ground-oriented commercial in Building 1 (corner of Springfield Rd & Benvoulin Ct)
- 401 rental units
 - 43 Studio
 - 160 One-bedroom
 - 155 Two-bedroom
 - ▶ 43 Three-bedroom
- Private open space primarily provided in rooftop amenity areas and indoor amenity rooms
- Parking requirements are met



Site Plan



Elevations (Building 1 – North – Springfield Rd)





BUILDING 1 (EAST) NORTH ELEVATION

Elevations (Building 2)





1:300

North – Facing Springfield Rd



Elevations – Building 3



East – Facing Benvoulin Rd

Massing



WEST ARIAL VIEW

1:NTS



1:NTS

NORTH ARIAL VIEW

3D Renderings



NTS

BUILDING 1 STREET VIEW

SCALE

 PARKING ENTRANCE VIEW

SCALE

NTS

Renderings



Finish Schedule





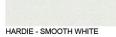
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METAL LAP SIDING - CREAM

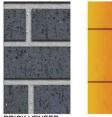




METAL LAP SIDING GREY







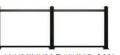
METAL SIDING - YELLOW

BRICK VENEER









ALUMINUM RAILING C/W CLEAR TEMPERED GLASS



PVC FRAMED WINDOWS C/W CLEAR GLASS



ALUMINUM PICKET RAILING



ALUMINUM STOREFRONT (BLACK)

Landscape Plan



Landscape Plan



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Amenity Spaces

Rooftop Patios

 Buildings 3, 4 and 5

 Indoor Amenity Areas

 Building 1 & Building 5
 Fitness room, bowling, activity room, virtual golf

 Outdoor landscaped areas

- At-grade patios
- Outdoor sitting areas and dog run





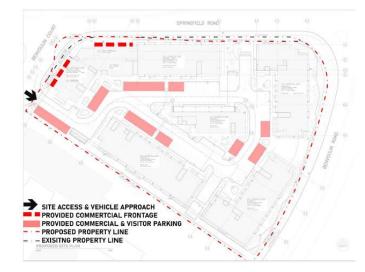


BUILDING 5 SECOND FLOOR PLAN

JUILDING 5 MAIN FLOOR PLAN



City of **Kelowna**





kelowna.ca

Variance

- Functional Commercial Space Springfield Road Frontage
 - ▶ 90 % required
 - 19.12 % proposed
- Springfield Rd is a Retail Street on Map 4.10 in OCP
- Location may not be appropriate for full commercial build-out
- More sensitive transition in land use to ALR to the east



Development Policy

OCP Form and Character Design Guidelines

- Emphasis on the quality of the ground level commercial spaces and its interaction with the public realm
- Provision of private outdoor amenity spaces on-site, such as balconies and rooftop amenity areas
- Orientation of windows and balconies to face fronting streets
 - ▶ 'eyes on the street'
- Articulation of buildings to provide visual interest and use of a primary accent colour





Development Policy

OCP Urban Centre Objectives

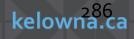
- Strengthen Urban Centres as primary hubs of activity (Objective 4.1)
- Support modest residential development to transition Midtown into a transit supported neighbourhood (Objective 4.8)
 - Prioritize multi-unit residential over employment uses, to support a greater live-work balance
- The rental housing component is consistent with increasing housing and tenure diversity in Urban Centres (Objective 4.12).





Staff Recommendation

- Staff recommend support for the DP & DVP application
 - Consistent with OCP Form and Character Design Guidelines
 - Delivers key housing objectives
 - Rental units within Midtown Urban Centre





Conclusion of Staff Remarks

2241 Springfield Road

Rezoning & Development Permit Public Hearing

City of Kelowna Council

August 23rd, 2022

File: Z21-0099, DP21-0231, and DVP21-0232

Applicant: Ironclad Developments Inc.

Delegation: Marshall Kirton, David Marsh, and Irene Borgonia Address: 67-630 Kernaghan Ave., Winnipeg, R2C 5G1







Multi-disciplinary team that focuses on the design, development and construction of purpose-built rentals across Canada.



Sister company who manages the day-to-day operations of affordable luxury multi-family apartments.





Development Process

Conceptual Design and Collaboration with City Staff

Spring/Summer 2021

- Presented conceptual design to City Staff
- Revised proposal based on preliminary discussions

Due Diligence Studies and Proposal Refinement

Fall 2021

- Conducted Professional studies (civil/environmental) and reviewed recent traffic impact studies for surrounding area
- Refined development proposal

Submitted combined Re-zoning and Development Permit application to the City

Application

Submission and

Public

Engagement

Fall 2021

- Distributed Public Notifications to residents within 50m of the Property
- Hosted 2 Virtual Public Engagement Meetings on Nov 2021 (25 attendees)
- Addressed questions and concerns related to commercial variance, parking spaces, traffic, and pet friendly related amenities

Collaboration with various City Departments

Spring/Summer 2022

- Collaborated with the City of Kelowna's Development Engineering and Planning Departments
- Conducted Traffic Impact
 Studies
- Refined proposal based on required infrastructure upgrades

Re-zoning & Development Permit Public Hearing

Spring/Summer 2022

- Re-Zoning (Z21-0099) given First, Second and Third Reading
- Re-zoning (Z21-0099), Development (DP21-0231) and Development Variance (DVP21-0232) Public Hearing



Application



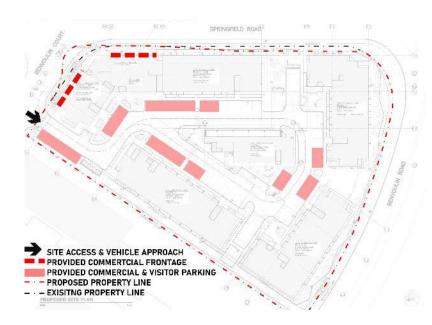
Re-Zoning (Z21-0099)

Amend Zoning Bylaw by changing zoning classification from C4 to C4r (Residential Rental Subzone of Urban Centre Commercial)



Development Permit (DP21-0231)

Permit development of 5 mid-rise multifamily buildings, including ground floor commercial uses along Springfield Rd and Benvoulin Crt.



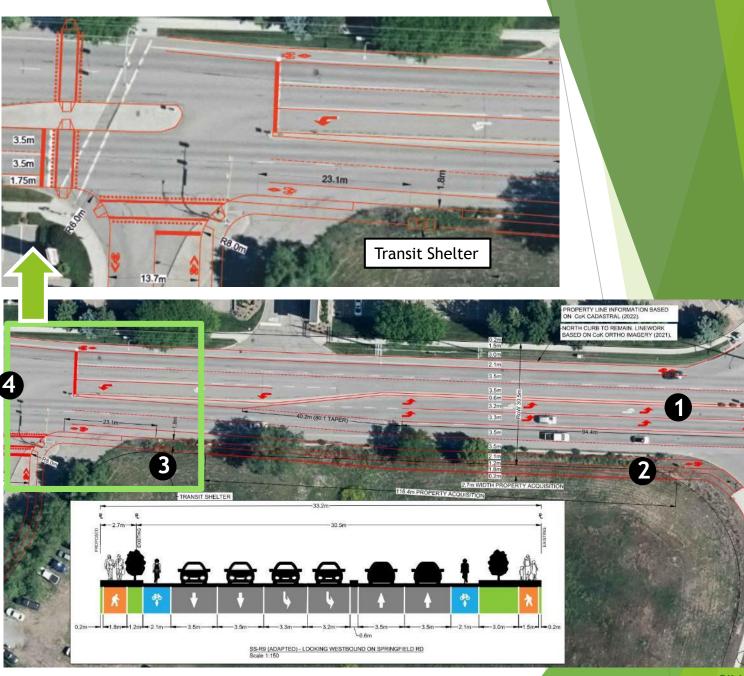
Variance (DVP21-0232)

Permit reduction of commercial frontage along Springfield Rd. Proposed ground floor commercial uses will support local business and adjacent residents.



Traffic Study

- Traffic Impact Assessment dated May 2022
- Report Findings: Springfield Rd/Benvoulin Rd/ Dilworth Dr functions as a bottle neck for vehicular circulation
- Required Improvements:
 - Road dedication to accommodate double left turn lanes along Springfield Rd
 - Sidewalk improvements on Benvoulin Crt, Springfield Rd, Benvoulin Rd
 - 3
- Transit Shelter along Springfield Rd
- Benvoulin Crt and Springfield Rd improvements





2241 SPRINGFIELD RD PUBLIC HEARING August 23rd, 2022 Slide 5 292

Density

- As per S.14.4.5(a.2.ii) and S.14.4.5(a.2.v) the achievable permitted density including eligible bonusing is 1.67 FAR.
- The proposed development achieves 1.41
 FAR with a total of 401 units, increasing
 Kelowna's rental options.

Floor Area Ratio	Net Floor Area / Site
(F.A.R.)	Area
Site Area (sq.m.)	17800
F.A.R.	1.41

Residential Suites							
Туре	Form	Unit Area (sq.m.)	Unit Count	Area (sq.m.)			
Studio	D1	39	43	1677			
One Bdrm	A1	60	160	9600			
Two Bdrm	B1	39	91	3549			
Two Bdrm	B1.1	90	7	630			
Two Bdrm	B1.2	90	42	3780			
Two Bdrm	B1.3	90	4	360			
Two Bdrm	B1.4	88	11	968			
Three							
Bdrm	C1	105	43	4515			
Total			401	25079			

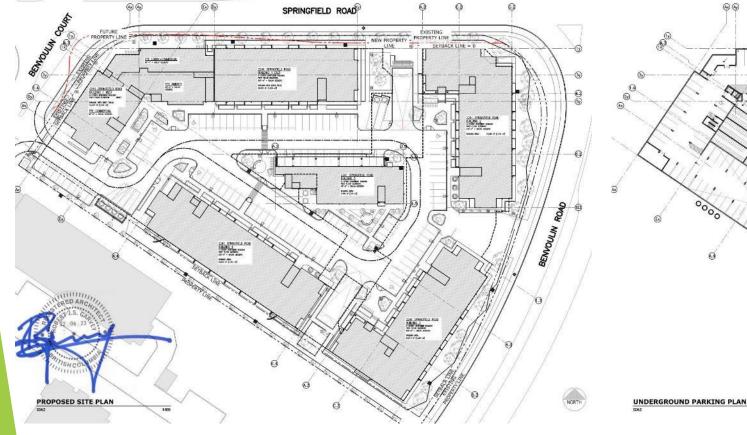




2241 SPRINGFIELD RD PUBLIC HEARING August 23rd, 2022

Parking The proposed development exceeds Vehicular and Bicycle Parking requirements

Required	Proposed
301 Residential Vehicular Stalls	404 Residential Vehicular Stalls
45 Visitor Vehicular Stalls	45 Visitor Vehicular Stalls
9 Commercial Vehicular Stall	9 Commercial Vehicular Stalls
361 Bicycle Parking Stalls	373 Bicycle Parking Stalls





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NORTH

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Shared Edge: South Lot Line

- Building oriented to frame the street
- Internalized Surface Parking
- Building 4 adjacent to internal lot line, off set to reduce impact to neighbours
- Continuous landscape buffer and fence for ground level privacy

2

3



2000



Shared Edge: South Lot Line

SEMI-PRIVATE FRONTAGE Continuous landscape buffer and fence

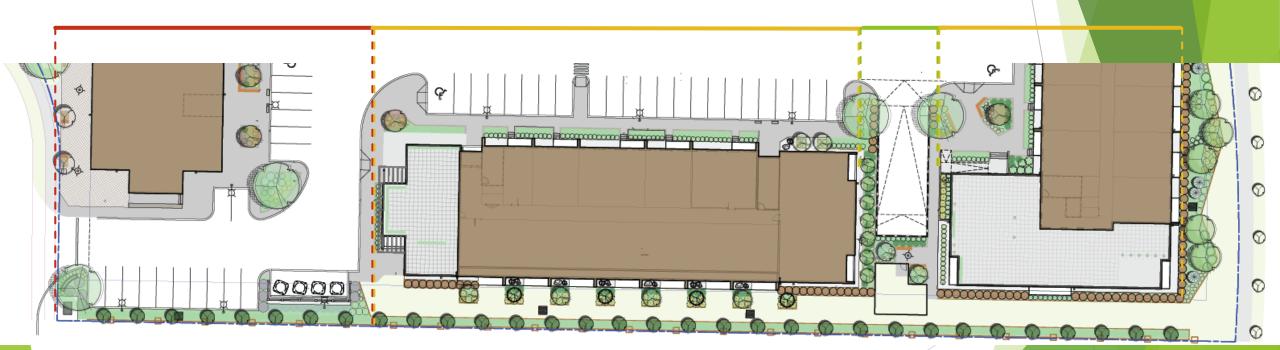
SEMI-PRIVATE FRONTAGE

Increased residential setback, reduced building heights, continuous landscape buffer and fence

SEMI-PRIVATE FRONTAGE Ground level outdoor amenity space

SEMI-PRIVATE FRONTAGE

Increased residential setback, reduced building heights, continuous landscape buffer and fence





Slide 9 296

Public Edge: North Lot Line

PUBLIC FRONTAGE Prominent corner with groundfloor commercial uses

Residential units designed with CPTED

principles (i.e., balconies and widows oriented to face street)

SEMI-PUBLIC FRONTAGE

SEMI-PUBLIC FRONTAGE

Secured outdoor play area with seating and a play berm

SEMI-PUBLIC PUBLIC FRONTAGE **Residential units**

Principles

FRONTAGE

Prominent corner designed with CPTED with residential connection to street





2241 SPRINGFIELD RD PUBLIC HEARING August 23rd, 2022

Slide 10 297

Outdoor Amenity Programming

- Entrance / Plaza
- Roof Top Patio
- Internalized Ground Floor Residential Entrances
 - Secured Pet Relief Area
 - Leisure Area connecting to Walking Garden Play Berm



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Outdoor Amenity: Rooftop Patio







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Outdoor Amenity: Play Berm





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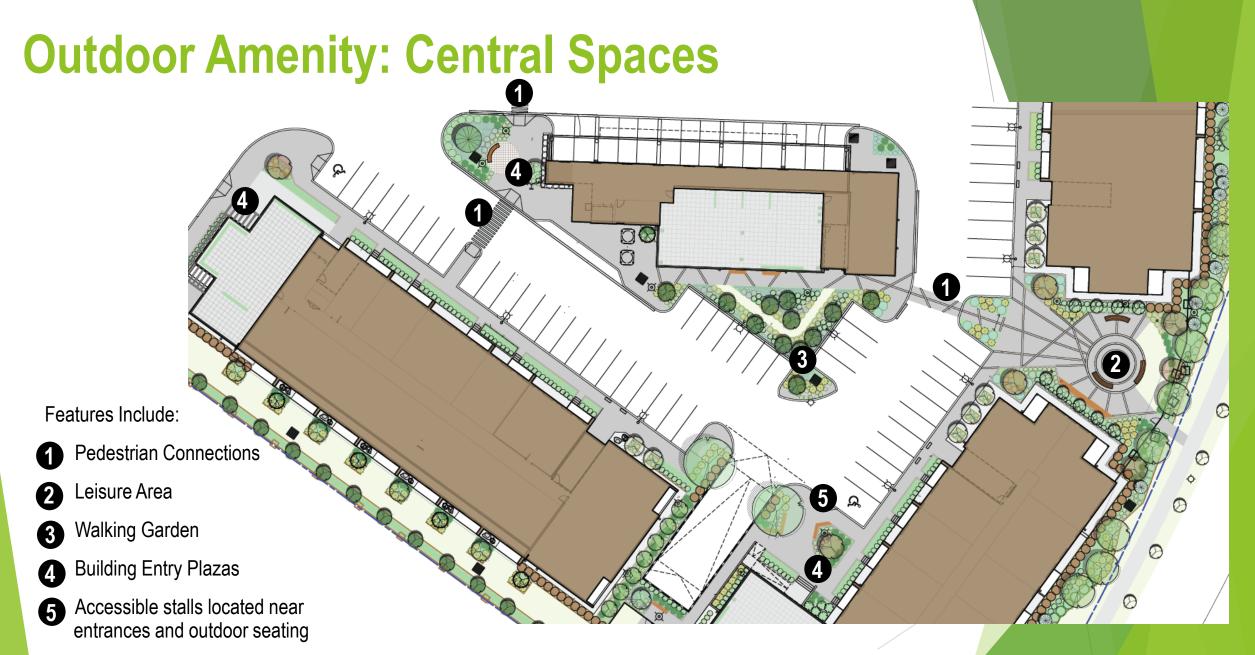
Outdoor Amenity: Leisure Area







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Indoor Amenities: BLDG 1

Proposed Ground Floor Features:

- 1 Commercial Spaces
- 2 Front Foyer
- 3 Leasing Office
- 4 Business Centre
- **5** Mail Room

Proposed Second Floor Features:

6 Visual exposure to Front Foyer and

Springfield Road





Indoor Amenities: BLDG 5



August 23rd, 2022

Mission Heights

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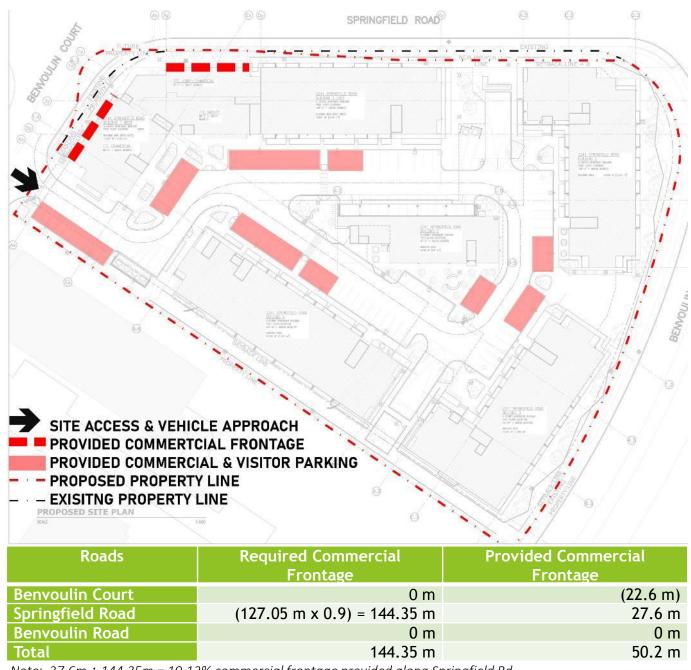
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SUPPLEMENTARY SLIDES

VARIANCE

Reduced Commercial Frontage along Springfield Rd

- City of Kelowna Zoning Bylaw requires any building located on a retail street (i.e., Springfield Rd) to provide 90% of all street frontages as commercial
- Not an appropriate or viable use as it is adjacent to a regional shopping centre and strip mall and has uncertain commercial marketability due to restrictive access and parking along Springfield Road and Benvoulin Road.
- ICD collaborated with City Staff to determine an appropriate reduction. The revised design achieves a total of 34.78% commercial frontage along Springfield and Benvoulin Crt, and 19.12% commercial frontage along Springfield Rd.



Note: $27.6m \div 144.35m = 19.12\%$ commercial frontage provided along Springfield Rd.

PARKING CALCULATIONS

The proposed development exceeds Vehicular and Bicycle Parking regulations.

Required		Proposed		
301 Residential Vehicular Stalls		404 Residential Vehicular Stalls		
45 Visitor Vehicular Stalls		45 Visitor Vehicular Stalls		
9 Commercial Vehicular Stall	(9 Commercial Vehicular Stalls		
361 Bicycle Parking Stalls		373 Bicycle Parking Stalls		
Category	Required Parking Ratio	Required Parking Provision	Proposed Parking Provision	
43 Studio Units	0.80	(34.4-20%) = 27.52		
160 One Bedroom Units	0.90	(144-20%) = 115.2		
198 Two+ Bedroom Units	1.00	(198-20%) = 158.4	350	
Visitor	.14	(56.14-20%) = 44.912	45	
Subtotal (S.8.2.12 20%		205		
Reduction)	1.2 spaces per	346.032	395	
679 sq.m. of Commercial Uses	1.3 spaces per 100 m² GFA	8.827	9	
Total		355	404	

OUTDOOR AMENITY RENDERINGS

SITE PLAN PERSPECTIVE BLDG BLDG 2 PLAY BERN FEATURE BLDG 4 BLDG 3 LEISURE GARDEN

ROOFTOP PATIOS

PRIVACY & BUILDING HEIGHTS

- Current zoning within Midtown Urban Centre permits apartment building height of 27m (12 storeys)
- Development application proposes building heights between 11.5 m to 18m (4 to 6 storeys)

Action/Strategy to reduce impact:

- Preserve privacy by offsetting building 4 and existing development to the south
- Shadow study illustrates a shadow cast predominantly along Springfield Road and Benvoulin Road



Springfield Road, Kelowna BC. - Shadow Study GMT - 0700 21st December - 9 am



Springfield Road, Kelowna BC. - Shadow Study GMT - 0700 21st December - 3 pm



Springfield Road, Kelowna BC. - Shadow Study GMT - 0700 21st June - 9 am





Springfield Road, Kelowna BC. - Shadow Study GMT - 0700 21st June - 3 pm

WAYFINDING THROUGH **MATERIALS**





METAL LAP SIDING - BLUE

METAL LAP SIDING - CREAM

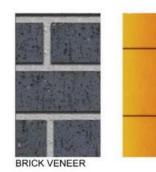
CEDAR TONE - COMPOSITE

METAL LAP SIDING GREY









YELLOW METAL SIDING







LEGEND

- (A) HARDIE SMOOTH (GREY)
- CEDAR TONE COMPOSITE MATERIAL
- C BRICK VENEER
- HARDIE SMOOTH (WHITE)
- (C) METAL LAP SIDING (CREAM)
- METAL LAP SIDING (BLUE)
- G METAL LAP SIDING (GREY)
- (B) WOODEN TRELLIS
- ALUMINUM STOREFRONT (BLACK)
- METAL SIDING (YELLOW)

PVC FRAMED WINDOWS C/W CLEAR GLASS

ALUMINUM RAILING C/W CLEAR TEMPERED GLASS

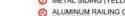
PVC FRAMED WINDOWS C/W CLEAR GLASS

ALUMINUM PICKET

ALUMINUM STOREFRON

RAILING

(BLACK)







M ALUMINUM PICKET RAILING

- ALUMINUM RAILING C/W CLEAR TEMPERED GLASS (BLACK)



